



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

NOVEMBER 19, 2019

AGENDA

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

A. OPENING

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

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. November 5, 2019 - Regular City Council Meeting
 - b. November 5, 2019 - Special City Council Meeting
7. Bid Awards and Contract Items
 - a. Approval of Contract for Sale and Purchase of Real Property at 812 Lafayette Street
 - b. Approval of Contract for Sale and Purchase of Real Property at Bruner Road
 - c. Approval of Change Order No. 2 to the EJCDC Agreement with Carr & Collier Inc as it relates to ITB 19-01, Police Shooting Range (CNE009)
 - d. Approval of Amendment No. 1 with Sandy Point Progressive Sports
8. Release of Access, Drainage, Utilities & Maintenance Easement for Howes Street, between FEC right-of-way and Orange Avenue
9. Resolution No. 19-71 - Budget Appropriation (Bruner Road purchase and Lafayette Street purchase)

C. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

10. Citizen Advisory Committee for TPO

D. CITIZEN PARTICIPATION (Agenda)

11. Advent Health Welcome & Introduction Brief
12. Maria Velez - Potential venue for proposed concert
13. Request for a Refund from Elliot Meadows Certified Contractors, LLC

E. CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

F. COUNCIL COMMENTS

14. Comments/Concerns from Council Members

G. PUBLIC HEARING

15. First Reading - Ordinance No. 2019-38 - 19-1 Large-Scale Future Land Use Map Amendment/Fleur de Sol (Case No. 19-20000003)
16. First Reading - Ordinance No. 2019-39 - PUD Rezoning/Fleur de Sol PUD (Case No. 19-65000002)
17. Approval of Final Plat and Plans for the King's Landing Phase 2 Subdivision (Case No. 19-50000001)

H. REGULAR AGENDA

18. First Reading - Ordinance No. 2019-31 - Recreational vehicles & equipment on residential lots
19. First Reading - Ordinance No. 2019-35 - Amending Chapter 16 of the Land Development Code for a Dog Friendly Dining Program
20. First Reading - Ordinance No. 2019-40 - Amending Chapter 54 relating to the General Employees Retirement Plans - Modification to the General Employees Defined Contribution Plan (401A) Vesting Schedule and the participation in the Contract Defined Contribution Plan (401A) to allow City Attorney to continued participation
21. Resolution No. 19-72 - Budget Appropriation - FY19 Budget Execution Review - Final Year End True-Up
22. Resolution No. 19-73 - Budget Appropriation - FY19 Carryover of Open Encumbrances and Project Budgets
23. Resolution No. 19-74 - Budget Appropriation - FY19 Additional Carryover
24. Resolution No. 19-75 - Updating Standard Construction Details

I. ADDITIONAL ITEMS

25. City Attorney

- a. Approval of City Attorney Contract - Matthew Jones

26. City Manager

J. COUNCIL COMMITTEE REPORTS

27. City Council Committee Reports

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

K. ADJOURNMENT

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

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

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

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

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
NOVEMBER 5, 2019

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

Silent Invocation

Pledge of Allegiance

<u>Roll Call</u>	Present:	Council Member Marilyn Ford Council Member Drew Bastian Council Member Scott Stiltner Vice Mayor Chase Tramont Mayor Donald Burnette
	Also Present:	City Manager Jake Johansson Deputy City Attorney Matthew Jones City Clerk Robin Fenwick

PUBLIC HEARING

4. Discussion on Final Budget and Millage Rate for FY20

Mayor Don Burnette opened the public hearing and asked the City Manager to comment on the reason for the second millage/budget meeting. Jake Johansson, City Manager, explained the error in the newspaper advertisement and the need to re-do the final hearing on the millage/budget.

Mayor Don Burnette announced the Fiscal Year 2020 budget commenced on October 1, 2019 and continues through September 30, 2020. The public hearing is now reconvened to discuss the millage rate and budget. The first substantive issue to be discussed by City Council, includes the percentage increase in millage over the rolled-back rate necessary to fund the budget and the specific purposes for which ad valorem tax revenues are being increased. The City Council will discuss the increase, the purposes and the final millage necessary to fund the FY2020 final budget for the City of Port Orange, the Community Redevelopment Agency for Port Orange Town Center and the Community Redevelopment Agency for Eastport Business Center. The final millage rate to be levied is 4.5254 mills per \$1,000 of valuation and is a 3.53% increase in ad valorem tax revenues above the rolled-back rate. The rolled-back rate is 4.3710 mills per \$1,000 of valuation.

Mr. Johansson provided background information regarding the millage rate being presented, as well as the increases in revenues to fund the FY2020 budget.

Robert Reinhausen, citizen, spoke regarding the YMCA rental revenue. Mayor Burnette advised that the City does collect rent from the YMCA.

Sarah Jones, citizen, expressed her concerns on the issues passing the budget this year.

5. Resolution No. 19-64 - Re-Adopting the Final Millage Rate for FY20

Mayor Don Burnette read Resolution No. 19-64.

RESOLUTION NO. 19-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; RE-ADOPTING THE FINAL AD VALOREM PROPERTY TAX MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2020 (OCTOBER 1, 2019 TO SEPTEMBER 30, 2020); AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-64 re-adopting the City of Port Orange FY2019-2020 final millage rate of 4.5254 mills per \$1,000.00 of valuation was made by Council Member Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

6. Resolution No. 19-65 - Re-Adopting the Final Operating Budget for FY20

Mayor Don Burnette read Resolution No. 19-65.

RESOLUTION NO. 19-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; RE-ADOPTING THE FINAL OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$105,599,032; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-65 re-adopting the City of Port Orange FY2020 final operating budget was made by Council Member Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

7. Resolution No. 19-66 - Re-Adopting the Final Capital Budget for FY20

Mayor Don Burnette read Resolution No. 19-66.

RESOLUTION NO. 19-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RE-ADOPTING THE FINAL CAPITAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE AMOUNT OF \$10,377,087; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION OF EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-66 re-adopting the City of Port Orange FY2020 final capital budget was made by Council Member Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

8. Resolution No. 19-67 - Re-Adopting the Final Millage Rate for FY20 for Town Center CRA Tax Increment District

Mayor Don Burnette read Resolution No. 19-67.

RESOLUTION NO. 19-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; RE-ADOPTING THE FINAL AD VALOREM PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE TOWN CENTER TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2020 (OCTOBER 1, 2019 TO SEPTEMBER 30, 2020); AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-67 re-adopting the Community Redevelopment Agency for Port Orange Town Center FY 2020 final millage rate of 4.5254 mills per \$1,000.00 of valuation was made by Council Member Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

9. Resolution No. 19-68 - Re-Adopting the Final Operating Budget for FY20 for Town Center CRA Tax Increment District

Mayor Don Burnette read Resolution No. 19-68.

RESOLUTION NO. 19-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; RE-ADOPTING THE FINAL TOWN CENTER TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$474,021; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-68 re-adopting the Community Redevelopment Agency for Port Orange Town Center FY2020 final operating budget was made by Council Member Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

10. Resolution No. 19-69 - Re-Adopting the Final Millage Rate for FY20 for Eastport CRA Tax Increment District

Mayor Don Burnette read Resolution No. 19-69.

RESOLUTION NO. 19-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; RE-ADOPTING THE FINAL AD VALOREM PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE EASTPORT TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2020 (OCTOBER 1, 2019 TO SEPTEMBER 30, 2020); AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-69 re-adopting the Community Redevelopment Agency for Eastport Business Center FY2020 final millage rate of 4.5254 mills per \$1,000.00 of valuation was made by Council Member Drew Bastian and Seconded by Council

Member Scott Stiltner. Motion carried
unanimously by roll call vote.

11. Resolution No. 19-70 - Re-Adopting the Final Operating Budget for FY20
Eastport CRA Tax Increment District

Mayor Don Burnette read Resolution No. 19-70.

RESOLUTION NO. 19-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; RE-ADOPTING THE FINAL EASTPORT TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$247,615; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-70 re-adopting the Community Redevelopment Agency for Eastport Business Center FY2020 final operating budget was made by Council Member Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

Mayor Don Burnette announced the re-adopted final millage rate of 4.5254 mills per \$1,000.00 of valuation is a 3.53% increase in ad valorem tax revenues above the rolled-back rate. In addition to the foregoing general operating budget/millage levy, there is a voter approved millage levy of 0.2725 mills to fund the debt service for the 2016 general obligation refunding bonds issued for public safety capital facilities. Mayor Don Burnette thanked staff for their work on the budget.

Mr. Johansson explained the move of the YMCA rental revenue between funds.

ADJOURNMENT 5:19 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
NOVEMBER 5, 2019

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

Invocation was presented by Rev. Glenn Rice of Port Orange United Church of Christ

Pledge of Allegiance

Roll Call	Present:	Council Member Marilyn Ford Council Member Drew Bastian Council Member Scott Stiltner Vice Mayor Chase Tramont Mayor Donald Burnette
	Also Present:	City Manager Jake Johansson Deputy City Attorney Matthew Jones City Clerk Robin Fenwick

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Robert Reinhausen, citizen, spoke regarding his concerns relating to the changes to the Investment Policy.

5. Agenda Approval

Motion to approve the agenda was made by Vice Mayor Chase Tramont and seconded by Council Member Scott Stiltner. Motion carried unanimously by voice vote.

Motion to pull Items #10, 11, 13, 14, 15 for further discussion was made by Council Member Marilyn Ford and Seconded by Council Member Drew Bastian. Motion carried unanimously by voice vote.

Motion to approve the Consent Agenda as amended was made by Council Member Drew Bastian and Seconded by Council Member Scott Stiltner. Motion

carried unanimously by roll call vote.

6. Approval of Minutes
 - a. October 15, 2019 - Regular City Council Meeting
 - b. October 22, 2019 - City Council Workshop
7. Resolution No. 19-59 - Approval of Grant Agreement for \$347,231.00 for 2019-2020 U.S. Housing and Urban Development Community Development Block Grant
8. Resolution No. 19-61 - Budget Amendment to Appropriate Fund Balance in the amount of \$200,000 from the General Fund as the local match for a grant application to the Volusia ECHO Program for the Playground Replacement Project at Airport Road Park (CIP#201794)
9. Resolution No. 19-62 - Volusia County ECHO Grant Playground Replacement Airport Road Park
10. Resolution No. 19-63 - Approval of Changes to Investment Policy
11. Waiver of formal bidding requirements and approval of a Standard Contract for Services with Hach Company for the Annual Maintenance Agreement for the Water Treatment Plant and the Water Reclamation Facilities in the amount of \$44,968
12. Authorize Police Department to enter into MOU with LETTR
13. Approval of Concurrency and Fair-Share Agreement for the New Port Apartments Site Plan
14. Approval of Concurrency and Fair-Share Agreement for the Palms at Ashton Lakes Development Project
15. Approval of Concurrency and Fair-Share Agreement for the Central Parc at Oakwater Site Plan
16. City Attorney's Report for Potential Special Legal Counsel during FY2020

Motion to approve the Consent Agenda as presented was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

Item #10 - Resolution No. 19-63 - Approval of Changes to Investment Policy

Council Member Marilyn Ford asked for more information regarding disbanding the Investment Committee. Jake Johansson, City Manager, explained the value of having the committee versus not having it. Council Member Marilyn Ford would prefer to see more than one person reviewing whether changes are needed or not and whether those potential changes would need to be brought to Council. Council Member Scott Stiltner explained where the discussions were when he was on the Investment Committee. He doesn't believe the Committee was effective. Mr. Johansson read from the proposed changes that show more than one person will discuss any potential changes with Council having the final consideration.

Motion to approve Item #10 as

presented was made by Council Member Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried 4-1 by roll call vote with Council Member Marilyn Ford voting no.

Item #11 – Waiver of formal bidding requirements and approval of a Standard Contract for Services with Hach Company for the Annual Maintenance Agreement for the Water Treatment Plant and the Water Reclamation Facilities in the amount of \$44,968

Motion to approve Item #11 was made by Council Member Marilyn Ford and Seconded by Council Member Drew Bastian.

Council Member Marilyn Ford said paragraph 1(b) of the contract needs to be corrected under term to read “from December 1, 2019 through November 30, 2020” rather than 2019. She asked if the term can be extended more than one year. Matthew Jones, Deputy City Attorney said the price may change year to year so the contractor didn't want to extend the term.

Motion to amend the Motion to approve to include the correction in the date was made by Council Member Marilyn Ford and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

Item #13 - Approval of Concurrency and Fair-Share Agreement for the New Port Apartments Site Plan

Motion to approve Item #13 was made by Council Member Marilyn Ford and Seconded by Council Member Drew Bastian

Item #14 - Approval of Concurrency and Fair-Share Agreement for the Palms at Ashton Lakes Development Project

Item #15 - Approval of Concurrency and Fair-Share Agreement for the Central Parc at Oakwater Site Plan

Motion to approve Items #14 & 15 and for them to be discussed together with Item #13 was made by Council Member Marilyn Ford and Seconded by Council Member Drew Bastian.

Marilyn discussed her concerns relating to trips for these agreements and the cost for fair-share. Tim Burman, Community Development Director, provided details on how the trips affect the roadway system and how the costs are applied.

Motion to approve Item #13 carried
unanimously by roll call vote.

Motion to approve Item #14 carried
unanimously by roll call vote.

Motion to approve Item #15 carried
unanimously by roll call vote.

SPECIAL REPORTS

17. ERP Project Update

Jane Davis, ERP Project Manager, provided an update on the ERP Project, which will go-live in about seven weeks.

CITIZEN PARTICIPATION (Agenda)

18. Advent Health Welcome & Introduction Brief

This item was re-scheduled for November 19, 2019.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Mr. Reinhagen asked for consideration to re-design the rec center to include solar panels. Mr. Johansson advised the information has been passed on for consideration with the rec center and other City buildings.

Mayor Don Burnette advised there are 13 people to speak regarding the TNR program for feral cats and the colonies. He also advised the public of the workshop on this topic scheduled for January 28, 2019. Each speaker is allotted one minute to speak. Several asked to save their time for Pat Mihalic, CCFAW, and Miguel Abi-Hassen, Halifax Humane Society.

Ms. Mihalic and Mr. Abi-Hassen spoke in favor of reinstating the TNR program immediately.

Edward Eagen, citizen, suggested adding a \$2.00 contribution to the water bill for animal donations. Several citizens spoke and asked Council to reinstate the TNR program immediately.

19. Comments/Concerns from Council Members

Council Member Scott Stiltner is looking for solutions regarding the feral cats at the workshop in January. He asked Council to provide Staff with any information or questions they have in time for them to bring back solutions and answers.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

20. Parks & Recreation Advisory Board Report

There was no quorum at the last meeting; therefore, there was no report.

21. Golf Advisory Board Report

Richard Lee, Chair, provided an update.

22. Environmental Advisory Board Report

John Macaluso, Chairman, provided an update.

PUBLIC HEARING

23. Second Reading - Ordinance 2019-33 - Small-Scale Future Land Use Map Amendment/1793 Taylor Road (Case No. 19-20000004)

Mayor Don Burnette read Ordinance No. 2019-33.

ORDINANCE NO. 2019-33

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FOR +1.68 ACRES FROM PUBLIC/INSTITUTIONAL TO RURAL TRANSITION (0-2 UNITS/ACRE); PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-33 was made by Council Member Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

24. Second Reading - Ordinance 2019-34 - Conventional Rezoning/Cracker Creek (1815, 1789, 1793, and 1795 Taylor Road) Case No. 19-60000005

Mayor Don Burnette read Ordinance No. 2019-34.

ORDINANCE NO. 2019-34

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING +24.53 ACRES LOCATED AT 1789 TAYLOR ROAD FROM PLANNED UNIT DEVELOPMENT (PUD) TO RURAL RESIDENTIAL (RR) AND FLOOD PLAIN-CONSERVATION (F-C); REZONING +1.68 ACRES LOCATED AT 1793 TAYLOR ROAD FROM PLANNED UNIT DEVELOPMENT (PUD) TO RURAL RESIDENTIAL (RR); REZONING +16.51 ACRES LOCATED AT 1795 TAYLOR ROAD FROM PLANNED UNIT DEVELOPMENT (PUD) TO RECREATION (REC) AND FLOOD PLAIN-CONSERVATION (F-C); REZONING +9.76 ACRES LOCATED AT 1815 TAYLOR ROAD FROM PLANNED UNIT DEVELOPMENT (PUD) TO OFFICE/RESIDENTIAL TRANSITION (ORT) AND FLOOD PLAIN-CONSERVATION (F-C); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-34 was made by Council Member Drew Bastian and Seconded by Council Member Marilyn Ford. Motion carried unanimously by roll call vote.

25. Second Reading - Ordinance No. 2019-36 - 9th Amendment to the Port Orange Gateway Center Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) (Case No. 19-40000005)

Mayor Don Burnette read Ordinance No. 2019-36.

ORDINANCE NO. 2019-36

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE NINTH AMENDMENT TO THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR PORT ORANGE GATEWAY CENTER PLANNED COMMERCIAL DEVELOPMENT (PCD) AND THE CONCEPTUAL DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-36 was made by Council Member Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

26. Second Reading - Ordinance No. 2019 -37 - Per Diem and Travel reimbursement rates as published by the General Services Administration (GSA)

Mayor Don Burnette read Ordinance No. 2019-37.

ORDINANCE NO. 2019-37

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING UNIFORM STANDARDS FOR TRAVEL AND PER DIEM USE AND EXPENSE REIMBURSEMENT FOR CITY OFFICIALS, EMPLOYEES AND OTHER AUTHORIZED PERSONS; PROVIDING FOR TRAVEL AND PER DIEM REIMBURSEMENT RATES, PROCEDURES, EXCEPTIONS AND OTHER LIMITATIONS; PROVIDING FOR RATIFICATION OF THE TRAVEL AND PER DIEM RELATED EXPENDITURES COMMENCING ON OCTOBER 1, 2019 CONSISTENT WITH THIS ORDINANCE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-37 was made by Council Member Drew Bastian and Seconded by Council Member Marilyn Ford. Motion carried unanimously by roll call vote.

REGULAR AGENDA

27. Approval of Amendment #1 to the Down Under Causeway Park/Down Under Lease Agreement with the Florida Department of Transportation (FDOT)

Motion to approve Amendment #1 to the Causeway Park/Down Under lease agreement with the Florida Department of Transportation (FDOT) and authorize the Mayor and City Clerk to execute the required documents was made by Council Member Marilyn Ford and Seconded by Council Member Drew

Bastian.

Penelope Cruz, Planning Manager, provided details of this amendment request and answered questions of Council.

Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

28. City Attorney

There was nothing further.

29. City Manager

Mr. Johansson advised Council he is working with the Environmental Advisory Board and Volusia County for a program in the city relating to environmental issues citizens and businesses can do to get a flag recognizing their efforts. He asked Council look at the calendar for 2020 Council meetings and workshops and let the City Clerk know if there are any requests for changes other than the dates of the elections.

COUNCIL COMMITTEE REPORTS

30. City Council Committee Reports

a. River to Sea TPO

Council Member Scott Stiltner provided his report. He thanked staff for having projects "shovel ready" and available for funding.

b. General Employees' Pension Plan

Council Member Scott Stiltner was unable to attend but Mr. Johansson provided details from their recent meeting.

ADJOURNMENT - 8:39 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/19/2019

Consent item: Yes

SUBJECT: (B7a) Approval of Contract for Sale and Purchase of Real Property at 812 Lafayette Street

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION: Move to approve the attached contract to acquire Parcel ID# 6303-06-00-0020, 812 Lafayette Street for the purchase price of \$175,000 plus closing costs and authorize the Mayor and City Clerk to execute all documents necessary to complete the transaction, subject to approval of budget appropriations in Resolution No. 19-71 and Resolution No. 19-73.

SUMMARY: On September 30, 2019 the City Manager entered into an Option to Purchase Contract. The City Council has the right to exercise the Option by approval of the attached Contract for Sale and Purchase of Real Property for Parcel ID# 6303-06-00-0020, 812 Lafayette Street. The property will be utilized as part of the Charles Street Drainage Improvement Project. Funds are available to purchase the property at the appraised value of \$175,000 plus closing costs in Project # DIP079.

Project No.: DIP079
DIP079

Funding Account No.: 412 1800 541 6100
412 1800 541 6100

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Signed_Option-812 Lafayette Contract for Option and Purchase	Signed_Option-812 Lafayette Contract for Option and Purchase.pdf
2.	VicinityMap-812 Lafayette St Property Acquisition	VicinityMap-812 Lafayette St Property Acquisition.pdf
3.	Department Justification Memo	Department Justification Memo - purchase 812 Lafayette Street (1).pdf

Kynah Cockcroft
Julia Wiggins
Linda Johnson
Shannon Balmer
Ronny Buttrum

Created/Initiated - 10/2/2019
Approved - 10/2/2019
Approved - 10/3/2019
Approved - 10/3/2019
Approved - 10/3/2019

Junos Reed	Approved - 10/4/2019
Lynn Stevens	Approved - 10/31/2019
Scott Neils	Approved - 11/4/2019
Shannon Balmer	Approved - 11/8/2019
Jake Johansson	Approved - 11/11/2019
Robin Fenwick	Final Approval - 11/12/2019



**OPTION TO PURCHASE CONTRACT AND
CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY**

THIS OPTION TO PURCHASE CONTRACT AND CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY, hereinafter, the "Contract" is made and entered into this _____ day of _____, 2019, between PROPERTIES OF RLP, LLC, a Florida limited liability company, whose mailing address is 535 Dylan Trail, Ormond Beach, Florida 32174, hereinafter referred to as "Seller"; and CITY OF PORT ORANGE, FLORIDA, a municipal corporation, mailing address: c/o City Manager, 1000 City Center Circle, Port Orange FL 32129-4144, hereinafter referred to as "Purchaser." All references in this Contract to the singular shall include the plural where applicable.

For good and valuable consideration in the amount of Two Hundred and NO/100 Dollars (\$200.00) receipt whereof is hereby acknowledged by the Seller upon execution of the Option to Purchase Contract by Seller and City Manager, the parties agree as follows:

1. Subject to the exercise of the Option to Purchase Contract, hereinafter "Option" evinced by City Council approval as set forth in Section 17, Seller agrees to sell and Purchaser agrees to purchase the following described real estate, with its appurtenances, located at 812 Lafayette Street, Port Orange, County of Volusia, State of Florida:

Lot 2, of MARY F. JOHNSON SUBDIVISION IN BLOCK "E" OF WILSON'S PORT ORANGE, according to map or plat thereof, as recorded in Map Book 4, Page 169, Public Records, Volusia County, Florida.

Also being identified as Parcel Number 6303-06-00-0020; the subject real estate being hereinafter referred to as the "Property".

General Description and Vicinity of Property: Near the intersection of U.S. 1 and Dunlawton Ave., Port Orange, Volusia County, Florida

Tangible Personal Property and Fixtures: Prior to date of closing, Seller shall remove all personal property, furnishings, fixtures, appliances, and miscellaneous debris; and shall secure all exterior openings.

Conveyance by the Seller and purchase by the Purchaser of the above-described Property is

subject to the Standards for Real Estate Transactions set forth on the form contract approved by The Florida Bar and The Florida Association of Realtors, Inc., attached hereto as **Exhibit "A."** In the event of a conflict between the terms of the Contract and the terms contained in **Exhibit "A,"** this Contract shall control.

2. **Purchase Price and Method of Payment.** The purchase price payable to Seller is as follows:

- (a) The Purchase Price for the Property is: **One Hundred Seventy-Five Thousand and NO/100 Dollars (\$175,000.00)**; and
- (b) Upon approval by City Council and execution of the Contract for Purchase by the Mayor and the City Clerk, a good faith deposit of **Two Hundred Fifty and No/100 Dollars (\$250.00)**, shall be paid to and held in trust by Columbia Title Research Corporation Trust Account, 200 Forest Lake Boulevard, Daytona Beach, FL 32119; referred to as "Escrow Agent," and upon the closing of this transaction, to be delivered to Seller at the time of closing; and
- (c) The total Purchase Price, which includes the Purchaser's good faith deposit of Two Hundred Fifty and No/100 Dollars (\$250.00), and less expenses and prorations as provided in Standard K and Standard L, by check payable to the order of Seller, to be delivered at the time of closing.

3. **Title and Survey.**

- (a) **Marketable Title.** Seller shall convey to Purchase marketable title to the Property, determined in accordance with the Title Standards in **Exhibit "A"**.
- (b) **Title Insurance and Commitment.** Not later than Thirty (30) days prior to closing, Seller shall cause to be delivered to and receipted by the City Attorney's Office, on behalf of the Purchaser, a title insurance commitment, in accordance with Standard "A" of **Exhibit "A"**, covering the Property, together with legible copies of all recorded documents referenced therein, along with a special assessment and real property tax search (the "Commitment"). Upon recording the deed for the Property, Seller shall facilitate an Owner's ALTA policy, insuring Purchaser for the full amount of the purchase price against loss or damage by reason of defect in the title of Seller in the Property.
- (c) **Survey.** Purchaser, at Purchaser's expense, may have the Property surveyed and certified by a registered Florida Surveyor in accordance with Standard "A" and Standard "C" of **Exhibit "A"**.

4. **Taxes and assessments.** Seller agrees to pay before delinquency all taxes, assessments and utility charges, if any, which may be due currently or may hereafter become due on the premises until and including the day of closing.

5. Risk of loss. Risk of loss or damage to the Property by fire or other casualty between the date of this Contract and Closing shall be and is assumed by Seller.

6. Rental Agreements. Seller warrants that no other persons have any right to possession of the Property and the Seller shall not enter into any Lease or other instrument granting possessory rights subsequent to the execution of this Contract.

7. Deed. Seller agrees, on full payment of the purchase price in the manner herein specified, to make, execute and deliver to Purchaser a good and sufficient warranty deed to the Property.

8. Closing. Closing shall take place in Volusia County, Florida at the office of the Escrow Agent on or before Ninety (90) days following the approval of this Contract by the Port Orange City Council. The date of closing may be extended upon mutual agreement of the parties. At the closing, Seller shall provide Purchaser with the deed to the Property and other documents in accordance with Standard J of **Exhibit "A"**. Following the closing, Purchaser shall have the right to exclusive possession of the Property.

9. Closing Costs. Seller shall pay the following closing costs: Florida documentary tax stamps and costs associated with instruments to cure title defects, if any. Costs of title search, title insurance premium, closing fee, recording fees, archiving and e-filing fees, environmental audits, surveys, and other inspections shall be paid by the Purchaser.

10. Fees. For the purpose of brokerage fees, Purchaser has not utilized the services of a Florida Real Estate Broker. Seller ☐ has ☐ has not (*check one*) utilized the services of a Florida Real Estate Broker for the sale and purchase of the Property. The broker named below referred to as "Broker." The closing agent, referenced herein, is directed to disburse the full amount of the brokerage fees. _____ (*if no broker, please mark "N/A"*) is the broker of record for the Seller and will be compensated by Seller pursuant to a listing agreement. Both parties acknowledge that the Seller shall be responsible for the payment of any brokerage fee incurred for the transfer of the Property. Purchaser shall be responsible for appraisal report prepared at its request, and Purchaser shall be responsible for fees incurred for Purchaser's independent review of this proposal and for the services of attorneys, engineers and other professionals, if any.

11. Environmental Audit. Up to Fifteen (15) days before the date of closing, hereinafter referred to as the "Inspection Period", Purchaser shall have the right to conduct an environmental audit of the Property which audit shall be certified to Purchaser. In the event the environmental audit detects the presence of any hazardous materials, unique prehistoric or historic artifacts, relics, or structures of archaeological value, or of the remains of deceased persons interred therein on the Property, Purchaser shall have the right to unilaterally terminate this Agreement by serving written notice to Seller within the Inspection Period. In case of termination of the

Agreement pursuant to this Section 11, the Earnest Money shall be returned to Purchaser and neither party shall have any further obligation or liability under this Agreement. For purposes of this Contract, "hazardous materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any federal, state or local environmental laws, statutes, ordinances, rules, regulations, restrictions or orders relating to liability or standards of conduct.

12. Appraisal Contingency. This Agreement is contingent upon Purchaser obtaining one or more appraisals, in accordance with the City of Port Orange Code of Ordinances and acceptable to Purchaser, (the "Appraisals"). If Purchaser has been unable to obtain such Appraisals, and Purchaser serves written notice of such circumstance to Seller within the Inspection Period, as defined in Section 11, herein, Purchaser shall have the right to unilaterally terminate this Agreement by serving written notice to Seller within the Inspection Period. In case of termination of the Agreement pursuant to this Section 12, the Earnest Money shall be returned to Purchaser and neither party shall have any further obligation or liability under this Agreement. Seller shall provide copies of any appraisals of the Property prepared in the last 12 months.

13. Purchaser's Intended Use of the Property. The restrictions, easements, leases, if any, and limitations of record shall not prevent the Purchaser from exercising its rights for its intended use of the Property including all lawful purposes consistent with the local zoning regulations and the elimination and prevention of the development or spread of slums and urban blight. In the event that Purchaser determines that the Property cannot be used for its intended purposes, then the Purchaser shall be entitled to terminate this Contract prior to the expiration of the Inspection Period.

14. Default by Seller. If Seller is unable to convey marketable title to the Property in accordance with the terms of this Contract, or otherwise fails to perform this Contract within the time specified for closing or any extension thereof, the costs of examining the title, surveying the Property, and inspecting and auditing the Property shall, at the option of Purchaser, be paid by Seller to Purchaser on demand. Service of such demand shall be made by certified mail, return receipt requested to Seller as identified and at their respective mailing address shown above, with a copy to Seller's agent or other authorized representative as Seller may indicate in writing to Purchaser. Purchaser shall have the right of specific performance and all other remedies at law or equity. Election of any options by Purchaser or failure of Purchaser to exercise any rights granted by this Contract shall not be construed as a waiver of any action for damages resulting from Seller's default.

15. Other Offers to Purchase. Seller acknowledges there are no existing contracts or options to purchase on said Property as of execution of this Option to Purchase Contract and Contract to Sale and Purchase of Real Property.

16. Access to Property. Seller agrees to allow Purchaser and Purchaser's employees, consultants, agents and representatives access to the Property upon execution of this Contract

by Seller and extending to the time of closing for the purpose of conducting surveys, environmental audits and inspections of the premises.

17. **Option to Purchase and Approval of Contract for Sale and Purchase of Real Property.** Upon execution of this Option by the Seller and the City Manager, the City of Port Orange shall have the option for sixty (60) days to purchase the property described herein and in accordance with the terms described herein. The City Manager's signature on this Option shall not bind the City of Port Orange for the purchase of the Property until approved by the City Council. The City Council of the City of Port Orange may exercise the Option in a public meeting after 30 days' public notice, by casting a majority vote of the City Council in favor of exercising the option and by the Mayor and City Clerk duly executing this Contract. If this Contract is not approved by the City Council on or before the 60th day after execution of the Option by the City Manager, then the City shall provide written notice to Seller and the Escrow Agent and thereafter the City shall not be responsible for any other cost, expense, damage or liability and the parties shall both be discharged and released from any further responsibility under this Contract.

18. **Effective Date.** The Effective Date of the Option to Purchase Contract shall be the date of execution of said Option to Purchase Contract which shall be evidenced by the signing of the Seller and the City Manager. The Effective Date for the Purchase Contract shall be the date of approval by the City Council for the City of Port Orange, Florida; such approval shall be evidenced by the signing of the Mayor and the City Clerk.

19. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic transmittal of an executed copy of this Contract shall be deemed valid as if an original signature was delivered.

This Option to Purchase Contract and Contract for Sale and Purchase of Real Property is executed by the parties as of the respective dates shown below.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

FOR THE OPTION TO PURCHASE CONTRACT AND
CONTRACT FOR SALE AND PURCHASE OF REAL
PROPERTY

WITNESSES:



First Witness Signature Above, Printed Name Below:

DESIREE WHITEBEAR



Second Witness Signature Above, Printed Name Below:

Susan A. Ray

STATE OF FLORIDA
COUNTY OF VOLUSIA

SELLER: **PROPERTIES OF RLP, LLC**, a Florida
limited liability company

By: 
Robert W. Presby, Manager

Date: 9-28-, 2019

The foregoing Option to Purchase Contract and Contract for Sale and Purchase of Real Property was sworn to and acknowledged before me this 28 day of September, 2019, by Robert W. Presby, Manager of PROPERTIES OF RLP, LLC, a Florida limited liability company, the Seller named in the foregoing Contract, who (Notary, please check as applicable): ☐ took an oath or ☐ did not take an oath; and who ☐ is personally known to me or ☒ has produced drivers license as identification.

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



Maria Cervantes
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG363700
Expires 8/7/2023

FOR THE OPTION TO PURCHASE CONTRACT:

WITNESSES:

CITY OF PORT ORANGE

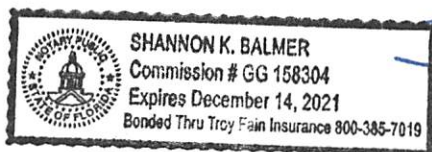

First Witness Signature Above, Printed Name Below:
Matthew Jones

By: M.H. Johansson
M.H. Johansson, City Manager
Date: 9-30-19, 2019


Second Witness Signature Above Printed Name Below:
Shannon K. Balmer

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract was sworn to and acknowledged before me this 30th day of September, 2019, by M.H. Johansson, the City Manager for the City of Port Orange, Florida, who (Notary, please check as applicable): ☐ took an oath or ☒ did not take an oath; and who ☒ is personally known to me or ☐ has produced _____ as identification.




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

WITNESSES:

CONTRACT FOR SALE AND PURCHASE OF
REAL PROPERTY:

PURCHASER:
CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

Printed Name:

By: _____
Donald O. Burnette, Mayor

Date: _____, 2019

Printed Name:

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

Witnesses as to Both

Date: _____, 2019

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this ____ day of _____, 2019, by Donald O. Burnette as Mayor, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this ____ day of _____, 2019, by Robin Fenwick as City Clerk, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

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

EXHIBIT "A"

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

Contract For Sale And Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

- 1* PARTIES: _____ ("Seller"),
 2* and _____ ("Buyer"),
 3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
 4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):
- 5 I. DESCRIPTION:
 6* (a) Legal description of the Real Property located in _____ County, Florida: _____
 7*
 8* (b) Street address, city, zip, of the Property: _____
 9 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless
 10 specifically excluded below.
 11* Other items included are: _____
 12*
 13* Items of Personal Property (and leased items, if any) excluded are: _____
 14*
- 15* II. PURCHASE PRICE (U.S. currency): _____ \$
 16 PAYMENT:
 17* (a) Deposit held in escrow by _____ ("Escrow Agent") in the amount of (checks subject to clearance) \$ _____
 18* Escrow Agent's address: _____ Phone: _____
 19* (b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date in the amount of: _____ \$
 20* (c) Financing in the amount of ("Loan Amount") see Paragraph IV below _____ \$
 21* (d) Other _____ \$
 22 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject
 23* to adjustments or prorations _____ \$
- 24 III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:
 25 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
 26* before _____, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. Unless other-
 27 wise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.
 28 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the
 29 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
 30 acceptance of this offer or, if applicable, the final counteroffer.
- 31 IV. FINANCING:
 32* ☐ (a) This is a cash transaction with no contingencies for financing;
 33* ☐ (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase
 34* the Property ("Loan Approval") within _____ days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY
 35* ONE): ☐ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to
 36* exceed _____%, and for a term of _____ years. Buyer will make application within _____ days (if blank, then 5 days) after Effective Date.
 37 **BUYER:** Buyer shall use reasonable diligence to: obtain Loan Approval; notify Seller in writing of receipt of Loan Approval by Loan Approval
 38 Date; satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall
 39 not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and
 40 lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney,
 41 real estate licensee(s), and Closing Agent.
 42 **SELLER:** If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by
 43 delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall
 44 notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.
 45 **DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only):** If Buyer has used reasonable diligence but does not obtain Loan Approval
 46 by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan
 47 Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided how-
 48 ever, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender
 49 fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be
 50 returned to Buyer.
 51* ☐ (c) Assumption of existing mortgage (see rider for terms); or
 52* ☐ (d) Purchase money note and mortgage to Seller (see Standards B and K and riders; addenda; or special clauses for terms).
- 53* V. TITLE EVIDENCE: At least _____ days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as
 54 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:
 55* (CHECK ONLY ONE): ☐ (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
 56* ☐ (2) Buyer at Buyer's expense.
 57* (CHECK HERE): ☐ If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.
- 58* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on _____ ("Closing"), unless
 59 modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be
 60 extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners'
 61* insurance. If such conditions continue more than _____ days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

62 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning, restrictions,
63 prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivi-
64 sion; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record (located contiguous to real property
65 lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines); taxes for year of Closing and subsequent years;
66 and assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at Closing no violation of the
67* foregoing and none prevent use of the Property for _____ purpose(s).

68 VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended
69 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F.
70 If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable
71 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

72 IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed pro-
73 visions of this Contract in conflict with them.

74* X. ASSIGNABILITY: (CHECK ONLY ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may
75* assign but not be released from liability under this Contract; or ☐ may not assign this Contract.

76 XI. DISCLOSURES:

77 (a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a
78 Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments,
79* as of Closing, shall be paid as follows: ☐ by Seller at closing ☐ by Buyer (if left blank, then Seller at Closing). If the amount of any
80 assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the
81 last estimate or assessment for the improvement by the public body.

82 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-
83 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.
84 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

85 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information
86 regarding mold, Buyer should contact an appropriate professional.

87 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.998, F.S.

88 (e) If the Real Property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

89 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

90 (g) BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-
91 TION/COMMUNITY DISCLOSURE.

92 (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT
93 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-
94 SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.
95 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

96 XII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:

97* (a) \$_____ for treatment and repair under Standard D (if blank, then 1.5% of the Purchase Price).

98* (b) \$_____ for repair and replacement under Standard N not caused by Wood Destroying Organisms (if blank, then 1.5% of the Purchase Price).

99* XIII. HOME WARRANTY: ☐ Seller ☐ Buyer ☐ N/A will pay for a home warranty plan issued by _____
100* at a cost not to exceed \$_____.

101 XIV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made part of this Contract:

102* ☐ CONDOMINIUM ☐ VAW/HA ☐ HOMEOWNERS' ASSN. ☐ LEAD-BASED PAINT ☐ COASTAL CONSTRUCTION CONTROL LINE

103* ☐ INSULATION ☐ "AS IS" ☐ EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) ☐ Other Comprehensive Rider Provisions ☐ Addenda

104* Special Clause(s): _____

105* _____

106* _____

107* _____

108 XV. STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"): Buyer and Seller acknowledge receipt of a copy of Standards A
109 through Y on the reverse side or attached, which are incorporated as part of this Contract.

110 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

111 THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

112 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transac-
113 tion. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

114 AN ASTERISK(*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

115* _____

116 (BUYER) _____ (DATE) _____ (SELLER) _____ (DATE) _____

117* _____ (DATE) _____ (SELLER) _____ (DATE) _____

118 (BUYER) _____ (DATE) _____ (SELLER) _____ (DATE) _____

119* Buyers' address for purposes of notice _____ Sellers' address for purposes of notice _____

120* _____

121* _____ Phone _____ Phone _____

122 BROKERS: The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with
123 this Contract:

124* Name: _____

125 Cooperating Brokers, if any _____ Listing Broker _____

STANDARDS FOR REAL ESTATE TRANSACTIONS

126

127 **A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an
128 owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in
129 Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by
130 authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defect-
131 ive, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which
132 Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120
133 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to
134 so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within
135 the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby
136 releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior
137 to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

138 **B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a
139 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment
140 in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept
141 in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a
142 standard mortgage clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage
143 endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note
144 and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mort-
145 gages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the
146 Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evi-
147 denced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

148 **C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified
149 by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, ease-
150 ments, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

151 **D. WOOD DESTROYING ORGANISMS:** "Wood Destroying Organisms" (WDO) shall be deemed to include all wood destroying organisms required to be report-
152 ed under the Florida Structural Pest Control Act, as amended. Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator
153 ("Operator") within 20 days after the Effective Date to determine if there is any visible active WDO infestation or visible damage from WDO infestation, excluding fences.
154 If either or both are found, Buyer may within said 20 days (1) have cost of treatment of active infestation estimated by the Operator; (2) have all damage inspected
155 and cost of repair estimated by an appropriately licensed contractor; and (3) report such cost(s) to Seller in writing. Seller shall cause the treatment and repair of all
156 WDO damage to be made and pay the costs thereof up to the amount provided in Paragraph XI(a). If estimated costs exceed that amount, Buyer shall have the
157 option of canceling this Contract by giving written notice to Seller within 20 days after the Effective Date, or Buyer may elect to proceed with the transaction and
158 receive a credit at Closing equal to the amount provided in Paragraph XI(a). If Buyer's lender requires an updated WDO report, then Buyer shall, at Buyer's expense,
159 have the opportunity to have the Property re-inspected for WDO infestation and have the cost of active infestation or new damage estimated and reported to Seller
160 in writing at least 10 days prior to Closing, and thereafter, Seller shall cause such treatment and repair to be made and pay the cost thereof; provided, Seller's total
161 obligation for treatment and repair costs required under both the first and second inspection shall not exceed the amount provided in Paragraph XI(a).

162 **E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described
163 in Paragraph VII hereof and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

164 **F. LEASES:** Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature
165 and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each ten-
166 ant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact ten-
167 ant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written
168 notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

169 **G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement,
170 claims of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days imme-
171 diately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction
172 liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such gen-
173 eral contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a
174 construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

175 **H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing
176 Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

177 **I. TIME:** Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or nation-
178 al legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the
179 next business day. Time is of the essence in this Contract.

180 **J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases,
181 tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

182 **K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained
183 from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed,
184 mortgage title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by
185 Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of
186 closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

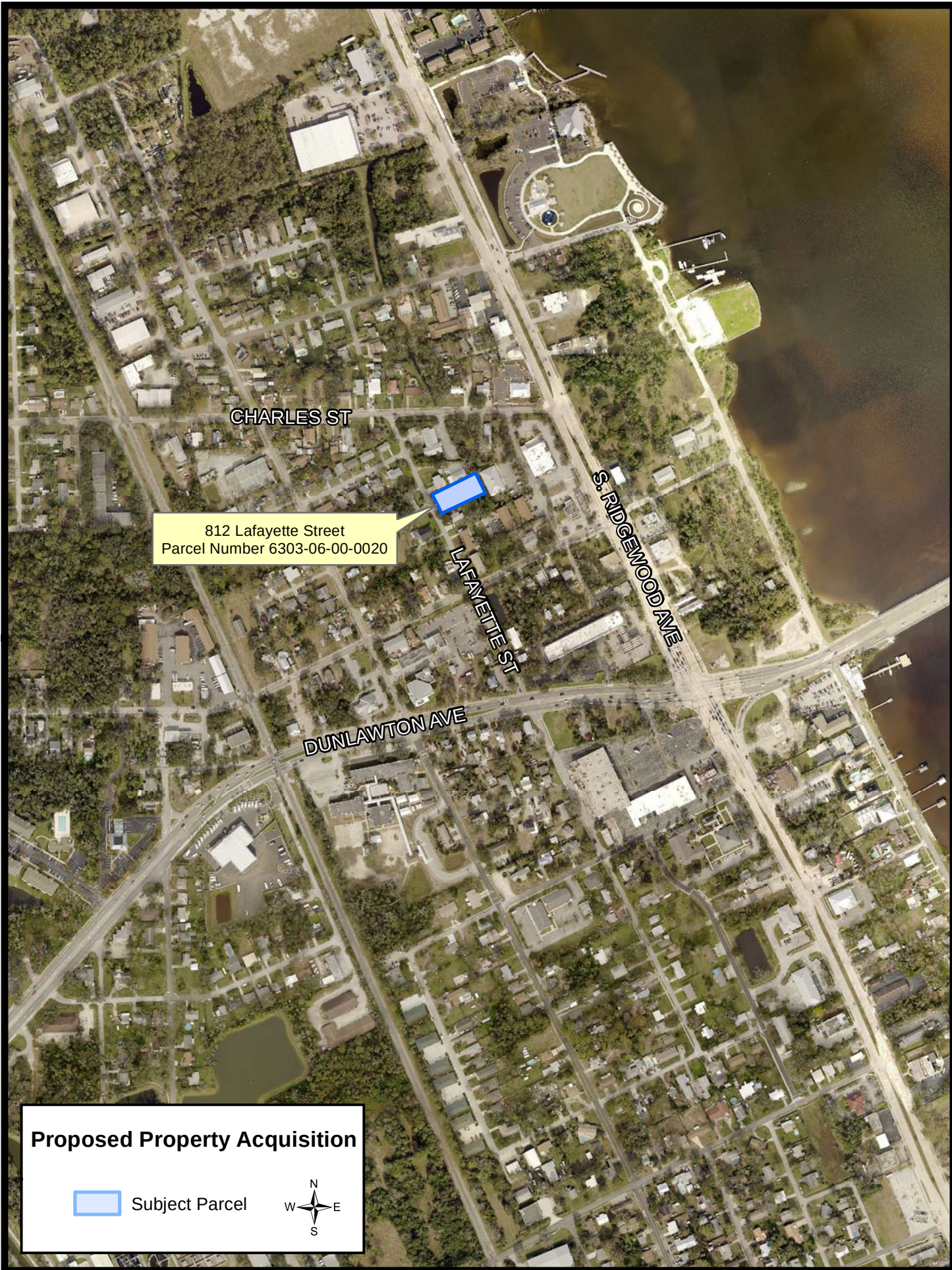
187 **L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing.
188 Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased
189 or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and
190 security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax
191 with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not
192 fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not
193 available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improve-
194 ments were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed
195 upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemp-
196 tions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

197 **M. (RESERVED - purposely left blank)**

198 **N. INSPECTION AND REPAIR:** Seller warrants that the ceiling, roof (including the fascia and soffits), and exterior and interior walls, and foundation of the Property
199 do not have any visible evidence of leaks, water damage, or structural damage and that dockage, seawalls, septic tank, pool, all appliances, mechanical items,

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

201 heating, cooling, electrical, plumbing systems, and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless
202 otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an
203 occupational license for such purpose (if required), or by an appropriately licensed Florida contractor, make inspections of, those items within 20 days after
204 the Effective Date. Buyer shall, prior to Buyer's occupancy, report in writing to Seller such items that do not
205 meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall cause them to be made and shall pay up to the amount pro-
206 vided in Paragraph XII (b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect. Seller is responsible to
207 repair or replace, if the cost for such repair or replacement exceeds the amount provided in Paragraph XII (b). Buyer or Seller may elect to pay such excess,
208 falling either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing.
209 For purposes of this Contract, (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition"
210 means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marble or other pool finishes; missing
211 tiles or loose tiles; missing or damaged window sashes; worn spots, or discoloration of floor coverings, wallpaper, wainscoting, rail holes, scratches, dents, scrapes,
212 chips or cracking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, walls, windows, driveways, sidewalks, or pool decks; and (3) enclosed
213 root tiles, curbing or worn stringers, or limited roof tile replacement; Seller must repair or replace, so long as there is no evidence of actual
214 leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.
215 RISK OF LOSS: If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration
216 (which shall include the cost of putting or removing damaged items) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation
217 of Seller and Closing shall proceed pursuant to the terms of this Contract and if restoration is not completed as of Closing, restoration costs will be escrowed
218 at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a
219 refund or deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage
220 by casualty or other natural occurrence shall be the cost of pruning or removal.
221 F. CLOSING PROCEDURES: The deed shall be recorded upon clearance of funds. If the agent insures advances pursuant to Section 627.7841, F.S.,
222 as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures
223 shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is recorded
224 in such nonconformity, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt
225 of such nonconformity to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5
226 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and recon-
227 vey the Property to Seller by Seller's deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take the 1.5% as is, waiving all
228 rights against Seller as to any intervening defect except as may be established to Buyer by virtue of warranties contained in the deed or bill of sale.
229 0. ESCROW: Any closing agent (collectively "Agent") receiving funds or equivalents is authorized and agrees by acceptance of them to deposit
230 them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear
231 shall not excuse Buyer's performance. If in doubt as to Agent's duties or obligations under the provisions of this Contract, Agent may, at Agent's option, continue
232 to hold the subject matter of the escrow until the parties have agreed to its disbursement or until a judgment of a court of competent jurisdiction shall determine the
233 rights of the parties, or Agent may deposit same with the clerk of the court having jurisdiction of the dispute. An attorney who represents a party and also acts
234 as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to
235 the extent of accounting for any items previously delivered out of escrow. If a bona fide real estate broker, Agent will comply with Paragraph 476, F.S., as
236 amended. Any bill between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent intervenes the sub-
237 ject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or
238 equitably and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or
239 Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.
240 1. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement, or interpretation, arising out of this Contract, the prevailing party in such
241 litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by
242 Chapter 476, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.
243 8. FAILURE OF PERFORMANCE: If Buyer fails to perform the Contract within the time specified, including payment of all deposits, the deposit(s) paid
244 by Buyer and agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, costs, con-
245 sideration for the execution of this Contract and in full settlement of any claims. Whereupon, Buyer and Seller shall be released of all obligations under this
246 Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to
247 make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform the Contract, Buyer may seek specific performance or elect
248 to rescind the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.
249 T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE: COPIES. Neither this Contract nor any notice of it shall be recorded in any public
250 records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the contract permits, singular shall include
251 plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by
252 or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic including
253 "pdf" copy of this Contract and any signatures hereon shall be considered for all purposes as an original.
254 U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee, personal representative, or guardian's deed, as
255 appropriate to the status of Seller, subject only to matters contained in Paragraph VI and those otherwise accepted by Buyer. Personal Property shall, at the
256 request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.
257 V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No
258 modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.
259 W. SELLER DISCLOSURES: There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or
260 which have not been disclosed to Buyer.
261 X. PROPERTY MAINTENANCE; REPAIR STANDARDS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall
262 maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and
263 Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities services and access to the Property for appraisal and inspections, including
264 a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required
265 repairs and replacements have been made, and that the Property has been maintained as required by this Standard. All repairs and replacements shall
266 be completed in a good and workmanlike manner, in accordance with all requirements of law, and shall consist of materials or items of quality, value,
267 capacity and performance comparable to, or better than, that existing as of the Effective Date. Seller will assign all assignable repair and treatment con-
268 tracts and warranties to Buyer at Closing.
269 Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the
270 Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the
271 Closing and shall not be contingent upon, nor extended or delayed by, such Exchange.
272 FARM/BAF-9 Rev. 8/07 © 2007 Florida Association of Realtors® and The Florida Bar All Rights Reserved Page 4 of 4



Proposed Property Acquisition



Subject Parcel





City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson, City Manager

FROM: Lynn Stevens, Public Works & Utilities Director

DATE: October 31, 2019

SUBJECT: Purchase of Real Property – 812 Lafayette Street

REQUEST:

The Public Works & Utilities Department is requesting City Council approval of the purchase of real property at 812 Lafayette Street for \$175,000 plus closing costs.

PURPOSE:

The purpose of this request is to mitigate flooding in the Lafayette/Charles Street area.

CONSIDERATION:

The property at 812 Lafayette Street in Port Orange has suffered numerous issues due to stormwater. The property has a stormwater drain in the front of the property and a stormwater conveyance ditch in the back of the property. Heavy rain events during periods of high tide cause stormwater to flow out of the storm drain and onto the front of the property. The stormwater continues flowing to the conveyance system located behind the property. The house is currently vacant and has been used as a rental unit. The purchase price is the appraised value of the property.

After purchase, the City will demolish the home and grade the property to allow stormwater naturally flow to the existing system behind the property. This property will provide additional holding of stormwater, reduce flooding in the roadway, and provide a buffer area for water to stage when the tides are elevated. This property purchase is part of the Charles Street Drainage Improvements, project DIP 079.

FUNDING:

There are sufficient funds in 412-1800-541-6397, DIP 079.

RECOMMENDATION:

The Public Works & Utilities Department is recommending City Council approval of the purchase of real property at 812 Lafayette Street for \$175,000 plus closing costs.

ATTACHMENTS:

- a.) Map
- b.) Contract for purchase



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/19/2019

Consent item: Yes

SUBJECT: (B7b) Approval of Contract for Sale and Purchase of Real Property at Bruner Road

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION: Move to approve the attached contract to acquire the following parcel: 6306-00-00-0061 for the purchase price of \$540,000 plus closing costs utilizing the Forestry Management fund and authorize the Mayor and City Clerk to execute all documents necessary to complete the transaction, subject to approval of budget appropriation in Resolution No. 19-71.

SUMMARY: On October 1, 2019 the City Manager entered into an Option to Purchase Contract. The City Council has the right to exercise the Option by approval of the attached Contract for Sale and Purchase of Real Property for Parcel ID# 6306-00-00-0061, 4057 Bruner Road. The property will be utilized as a Debris Management Site. Funding is available in the Forestry Management fund to purchase the 18.7-acre property for the contract price of \$540,000 plus closing costs.

Project No.: Funding Account No.: 420 1000 536 6100

Presenter: Lynn Stevens

ATTACHMENTS:

1.	2019_Oct-1_Option Contract to Purchase-4057 Bruner Road	2019_Oct-1_Option Contract to Purchase-4057 Bruner Road.pdf
2.	Vicinity Map-4057 Bruner Rd Property Acquisition	Vicinity Map-4057 Bruner Rd Property Acquisition.pdf
3.	Department Justification Memo - purchase 4057 Bruner Road	Department Justification Memo - purchase 4057 Bruner Road.docx

Kynah Cockcroft
Julia Wiggins
Linda Johnson
Ronny Buttrum
Lynn Stevens
Scott Neils

Created/Initiated - 10/2/2019
Approved - 10/2/2019
Approved - 10/3/2019
Approved - 10/3/2019
Approved - 10/31/2019
Approved - 11/4/2019

Shannon Balmer
Margaret Roberts
Jake Johansson
Robin Fenwick

Approved - 11/8/2019
Approved - 11/8/2019
Approved - 11/11/2019
Final Approval - 11/12/2019



**OPTION TO PURCHASE CONTRACT AND
CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY**

THIS OPTION TO PURCHASE CONTRACT AND CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY, hereinafter, the "Contract" is made and entered into this ____ day of _____, 2019, between Jeffrey G. Haidle, as Trustee of the Haidle Family Revocable Trust dated October 23, 2012, whose mailing address is 71 Cunningham Drive, New Smyrna Beach, Florida 321268 and Carmen Parrillo whose address is 5562 W. Bayshore Drive, Port Orange, Florida 32127, hereinafter referred to as "Seller"; and CITY OF PORT ORANGE, FLORIDA, a municipal corporation, mailing address: c/o City Manager, 1000 City Center Circle, Port Orange FL 32129-4144, hereinafter referred to as "Purchaser." All references in this Contract to the singular shall include the plural where applicable.

For good and valuable consideration in the amount of Two Hundred and NO/100 Dollars (\$200.00) receipt whereof is hereby acknowledged by the Seller upon execution of the Option to Purchase Contract by Seller and City Manager, the parties agree as follows:

1. Subject to the exercise of the Option to Purchase Contract, hereinafter "Option" evinced by City Council approval as set forth in Section 17, Seller agrees to sell and Purchaser agrees to purchase the following described real estate, with its appurtenances, located at 4057 Bruner Road, Port Orange, County of Volusia, State of Florida:

The North 20 acres, plus or minus, of the Southeast one-quarter of the Southeast one-quarter of Section 6, Township 16 South, Range 33 East, Volusia County, Florida, except the Westerly 30 feet thereof, and the Easterly 50 feet thereof. The North property line of the aforescribed property shall be that line established by Judicial Decree in that certain case styled Rowley V. Burner, Chancery Number 14,328, 7th Judicial Circuit, in and for Volusia County, Florida, ALSO DESCRIBED AS:

The Northerly one-half of the Southeast 1/4 of the Southeast % of Section 6, Township 16 South, Range 33 East, Volusia County, Florida, excepting therefrom the Easterly 50 feet for Road Purposes, but including a triangle on the Northerly Line being 9.5 feet on the West line and 1324.65 feet on the South line.

Also being identified as Parcel Number 6306-00-00-0061; the subject real estate being hereinafter referred to as the "Property".

General Description and Vicinity of Property: vacant land located easterly of an unopened portion of Bruner Road south of Stillwood Court, Port Orange, Volusia County, Florida.

Tangible Personal Property and Fixtures: N/A

Conveyance by the Seller and Purchase by the Purchaser of the above-described Property is subject to the Standards for Real Estate Transactions set forth on the form contract approved by The Florida Bar and The Florida Association of Realtors, Inc., attached hereto as **Exhibit "A."** In the event of a conflict between the terms of the Contract and the terms contained in **Exhibit "A,"** this Contract shall control.

2. Purchase Price and Method of Payment. The purchase price payable to Seller is as follows:

- (a) The Purchase Price for the Property is: **Five Hundred Forty Thousand and NO/100 Dollars (\$540,000.00)**; and
- (b) Upon approval by City Council and execution of the Contract for Purchase by the Mayor and the City Clerk, a good faith deposit of Two Hundred Fifty and No/100 Dollars (\$250.00), shall be paid to and held in trust by Columbia Title Research Corporation Trust Account, 200 Forest Lake Boulevard, Daytona Beach, FL 32119; referred to as "Escrow Agent," and upon the closing of this transaction, to be delivered to Seller at the time of closing; and
- (c) The total Purchase Price, which includes the Purchaser's good faith deposit of Two Hundred Fifty and No/100 Dollars (\$250.00), and less expenses and prorations as provided in Standard K and Standard L, by check payable to the order of Seller, to be delivered at the time of closing.

3. Title and Survey.

- (a) **Marketable Title.** Seller shall convey to Purchase marketable title to the Property, determined in accordance with the Title Standards in **Exhibit "A"**.
- (b) **Title Insurance and Commitment.** Not later than Thirty (30) days prior to closing, Seller shall cause to be delivered to and receipted by the City Attorney's Office, on behalf of the Purchaser, a title insurance commitment, in accordance with Standard "A" of **Exhibit "A"**, covering the Property, together with legible copies of all recorded documents referenced therein, along with a special assessment and real property tax search (the "Commitment"). Upon recording the deed for the Property, Seller shall facilitate an Owner's ALTA policy, insuring Purchaser for the full amount of the purchase price against loss or damage by reason of defect in the title of Seller in the Property.

(c) **Survey.** Purchaser, at Purchaser's expense, may have the Property surveyed and certified by a registered Florida Surveyor in accordance with Standard "A" and Standard "C" of **Exhibit "A"**.

4. Taxes and assessments. Seller agrees to pay before delinquency all taxes, assessments and utility charges, if any, which may be due currently or may hereafter become due on the premises until and including the day of closing.

5. Risk of loss. Risk of loss or damage to the Property by fire or other casualty between the date of this Contract and Closing shall be and is assumed by Seller.

6. Rental Agreements. Seller warrants that no other persons have any right to possession of the Property and the Seller shall not enter into any Lease or other instrument granting possessory rights subsequent to the execution of this Contract.

7. Deed. Seller agrees, on full payment of the purchase price in the manner herein specified, to make, execute and deliver to Purchaser a good and sufficient warranty deed to the Property.

8. Closing. Closing shall take place in Volusia County, Florida at the office of the Escrow Agent on or before One Hundred Twenty (120) days following the approval of this Contract by the Port Orange City Council. The date of closing may be extended upon mutual agreement of the parties. At the closing, Seller shall provide Purchaser with the deed to the Property and other documents in accordance with Standard J of **Exhibit "A"**. Following the closing, Purchaser shall have the right to exclusive possession of the Property.

9. Closing Costs. Seller shall pay all closing costs, including but not limited to Florida documentary tax stamps, and instruments to cure title defects. Purchaser shall only pay for owner's title policy, costs of environmental audits, surveys, and other inspections as determined by the Purchaser.

10. Fees. For the purpose of brokerage fees, Purchaser has not utilized the services of a Florida Real Estate Broker. Seller ☐ has ☒ has not (*check one*) utilized the services of a Florida Real Estate Broker for the sale and purchase of the Property. The broker named below referred to as "Broker." The closing agent, referenced herein, is directed to disburse the full amount of the brokerage fees. N/A (*if no broker, please mark "N/A"*) is the broker of record for the Seller and will be compensated by Seller pursuant to a listing agreement. Both parties acknowledge that the Seller shall be responsible for the payment of any brokerage fee incurred for the transfer of the Property. Purchaser shall be responsible for appraisal report prepared at its request, and Purchaser shall be responsible for fees incurred for Purchaser's independent review of this proposal and for the services of attorneys, engineers and other professionals, if any.

11. Environmental Audit. Up to Fifteen (15) days before the date of closing, hereinafter referred to as the "Inspection Period", Purchaser shall have the right to conduct an environmental audit of the Property which audit shall be certified to Purchaser. In the event the environmental audit detects the presence of any hazardous materials, unique prehistoric or historic artifacts, relics, or structures of archaeological value, or of the remains of deceased persons interred therein on the Property, Purchaser shall have the right to unilaterally terminate this Agreement by serving written notice to Seller within the Inspection Period. In case of termination of the Agreement pursuant to this Section 11, the Earnest Money shall be returned to Purchaser and neither party shall have any further obligation or liability under this Agreement. For purposes of this Contract, "hazardous materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any federal, state or local environmental laws, statutes, ordinances, rules, regulations, restrictions or orders relating to liability or standards of conduct.

12. Appraisal Contingency. This Agreement is contingent upon Purchaser obtaining one or more appraisals, in accordance with the City of Port Orange Code of Ordinances and acceptable to Purchaser, (the "Appraisals"). If Purchaser has been unable to obtain such Appraisals, and Purchaser serves written notice of such circumstance to Seller within the Inspection Period, as defined in Section 11, herein, Purchaser shall have the right to unilaterally terminate this Agreement by serving written notice to Seller within the Inspection Period. In case of termination of the Agreement pursuant to this Section 12, the Earnest Money shall be returned to Purchaser and neither party shall have any further obligation or liability under this Agreement. Seller shall provide copies of any appraisals of the Property prepared in the last 12 months.

13. Purchaser's Intended Use of the Property. The restrictions, easements, leases, if any, and limitations of record shall not prevent the Purchaser from exercising its rights for its intended use of the Property including all lawful purposes consistent with the local zoning regulations and the elimination and prevention of the development or spread of slums and urban blight. In the event that Purchaser determines that the Property cannot be used for its intended purposes, then the Purchaser shall be entitled to terminate this Contract prior to the expiration of the Inspection Period.

14. Default by Seller. If Seller is unable to convey marketable title to the Property in accordance with the terms of this Contract, or otherwise fails to perform this Contract within the time specified for closing or any extension thereof, the costs of examining the title, surveying the Property, and inspecting and auditing the Property shall, at the option of Purchaser, be paid by Seller to Purchaser on demand. Service of such demand shall be made by certified mail, return receipt requested to Seller as identified and at their respective mailing address shown above, with a copy to Seller's agent or other authorized representative as Seller may indicate in writing to Purchaser. Purchaser shall have the right of specific performance and all other remedies at law or equity. Election of any options by Purchaser or failure of Purchaser to exercise any rights granted by this Contract shall not be construed as a waiver of any action for damages resulting from Seller's default.

15. Other Offers to Purchase. Seller acknowledges there are no existing contracts or options to purchase on said Property as of execution of this Option to Purchase Contract and Contract to Sale and Purchase of Real Property.

16. Access to Property. Seller agrees to allow Purchaser and Purchaser's employees, consultants, agents and representatives access to the Property upon execution of this Contract by Seller and extending to the time of closing for the purpose of conducting surveys, environmental audits and inspections of the premises.

17. Option to Purchase and Approval of Contract for Sale and Purchase of Real Property. Upon execution of this Option by the Seller and the City Manager, the City of Port Orange shall have the option for sixty (60) days to purchase the property described herein and in accordance with the terms described herein. The City Manager's signature on this Option shall not bind the City of Port Orange for the purchase of the Property until approved by the City Council. The City Council of the City of Port Orange may exercise the Option in a public meeting after 30 days' public notice, by casting a majority vote of the City Council in favor of exercising the option and by the Mayor and City Clerk duly executing this Contract. If this Contract is not approved by the City Council on or before the 60th day after execution of the Option by the City Manager, then the City shall provide written notice to Seller and the Escrow Agent and thereafter the City shall not be responsible for any other cost, expense, damage or liability and the parties shall both be discharged and released from any further responsibility under this Contract.

18. Effective Date. The Effective Date of the Option to Purchase Contract shall be the date of execution of said Option to Purchase Contract which shall be evidenced by the signing of the Seller and the City Manager. The Effective Date for the Purchase Contract shall be the date of approval by the City Council for the City of Port Orange, Florida; such approval shall be evidenced by the signing of the Mayor and the City Clerk.

19. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic transmittal of an executed copy of this Contract shall be deemed valid as if an original signature was delivered.

This Option to Purchase Contract and Contract for Sale and Purchase of Real Property is executed by the parties as of the respective dates shown below.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

FOR THE OPTION TO PURCHASE CONTRACT AND
CONTRACT FOR SALE AND PURCHASE OF REAL
PROPERTY

WITNESSES:

SELLER: Haidle Family Revocable Trust dated
October 23, 2012

ALEKSANDAR POPOVIC
First Witness Signature Above, Printed Name Below:

By:

Jeffrey G. Haidle
Jeffrey G. Haidle, Trustee

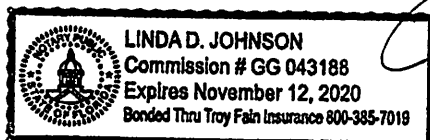
Date: 9/26/19, 2019

Linda Johnson
Second Witness Signature Above, Printed Name Below:

Linda Johnson

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract and Contract for Sale and Purchase of Real Property was sworn to and acknowledged before me this 26th day of September, 2019, by Jeffrey G. Haidle, Trustee of the Haidle Family Revocable Trust dated October 23, 2012, the Seller named in the foregoing Contract, who (Notary, please check as applicable): ☐ took an oath or ☒ did not take an oath; and who ☐ is personally known to me or ☒ has produced Fla. Dr. Lic. as identification.



Linda D. Johnson
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

[ADDITIONAL SELLER SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

First Witness Signature Above, Printed Name Below:

Second Witness Signature Above, Printed Name Below:

SELLER:

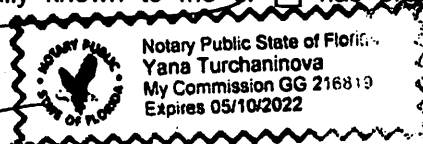
By: _____

Carmen Parrillo

Date: 9/24/19, 2019

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract and Contract for Sale and Purchase of Real Property was sworn to and acknowledged before me this 24 day of Sept, 2019, by Carmen Parrillo, Seller named in the foregoing Contract, who (Notary, please check as applicable): ☐ took an oath or ☐ did not take an oath; and who ☒ is personally known to me or ☐ has produced _____ as identification.



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

FOR THE OPTION TO PURCHASE CONTRACT:

WITNESSES:

CITY OF PORT ORANGE



First Witness Signature Above, Printed Name Below:

Shannon K. Balmer

By: M.H. Johansson

M.H. Johansson, City Manager

Date: 10-1, 2019



Second Witness Signature Above Printed Name Below:

Sandra A. Largent

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract was sworn to and acknowledged before me this 1st day of October, 2019, by M.H. Johansson, the City Manager for the City of Port Orange, Florida, who (Notary, please check as applicable): ☐ took an oath or ☒ did not take an oath; and who ☒ is personally known to me or ☐ has produced _____ as identification.



Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

CONTRACT FOR SALE AND PURCHASE OF
REAL PROPERTY:

PURCHASER:
CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

Printed Name:

By: _____
Donald O. Burnette, Mayor

Date: _____, 2019

Printed Name:

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

Witnesses as to Both

Date: _____, 2019

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this ____ day of _____, 2019, by Donald O. Burnette as Mayor, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this ____ day of _____, 2019, by Robin Fenwick as City Clerk, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

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

EXHIBIT "A"

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

Contract For Sale And Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR



- 1* PARTIES: _____ ("Seller"),
2* and _____ ("Buyer"),
3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):
- 5 I. DESCRIPTION:
- 6* (a) Legal description of the Real Property located in _____ County, Florida: _____
7* _____
8* (b) Street address, city, zip, of the Property: _____
9 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless
10 specifically excluded below.
11* Other items included are: _____
12* _____
13* Items of Personal Property (and leased items, if any) excluded are: _____
14* _____
- 15* II. PURCHASE PRICE (U.S. currency): _____ \$ _____
16 PAYMENT:
- 17* (a) Deposit held in escrow by _____ ("Escrow Agent") in the amount of (checks subject to clearance) \$ _____
18* Escrow Agent's address: _____ Phone: _____
19* (b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date in the amount of. _____ \$ _____
20* (c) Financing in the amount of ("Loan Amount") see Paragraph IV below _____ \$ _____
21* (d) Other _____ \$ _____
22 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject
23* to adjustments or prorations _____ \$ _____
- 24 III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:
- 25 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
26* before _____, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. **Unless other-**
27 **wise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.**
28 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the
29 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
30 acceptance of this offer or, if applicable, the final counteroffer.
- 31 IV. FINANCING:
- 32* ☐ (a) This is a cash transaction with no contingencies for financing;
33* ☐ (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase
34* the Property ("Loan Approval") within _____ days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY
35* ONE): ☐ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to
36* exceed _____%, and for a term of _____ years. Buyer will make application within _____ days (if blank, then 5 days) after Effective Date.
37 **BUYER:** Buyer shall use reasonable diligence to: obtain Loan Approval; **notify Seller in writing of receipt of Loan Approval by Loan Approval**
38 **Date;** satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall
39 not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and
40 lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney,
41 real estate licensee(s), and Closing Agent.
42 **SELLER:** If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by
43 delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall
44 notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.
45 **DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only):** If Buyer has used reasonable diligence but does not obtain Loan Approval
46 by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan
47 Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided how-
48 ever, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender
49 fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be
50 returned to Buyer.
51* ☐ (c) Assumption of existing mortgage (see rider for terms); or
52* ☐ (d) Purchase money note and mortgage to Seller (see Standards B and K and riders; addenda; or special clauses for terms).
- 53* V. TITLE EVIDENCE: At least _____ days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as
54 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:
55* (CHECK ONLY ONE): ☐ (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
56* ☐ (2) Buyer at Buyer's expense.
57* (CHECK HERE): ☐ If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.
- 58* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on _____ ("Closing"), unless
59 modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be
60 extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners'
61* insurance. If such conditions continue more than _____ days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

62 **VII. RESTRICTIONS; EASEMENTS; LIMITATIONS:** Seller shall convey marketable title subject to: comprehensive land use plans, zoning, restrictions,
63 prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivi-
64 sion; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record (located contiguous to real property
65 lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines); taxes for year of Closing and subsequent years;
66 and assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at Closing no violation of the
67* foregoing and none prevent use of the Property for _____ purpose(s).

68 **VIII. OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended
69 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F.
70 If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable
71 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

72 **IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed pro-
73 visions of this Contract in conflict with them.

74* **X. ASSIGNABILITY: (CHECK ONLY ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may
75* assign but not be released from liability under this Contract; or ☐ may not assign this Contract.

76 **XI. DISCLOSURES:**

77 (a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a
78 Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments,
79* as of Closing, shall be paid as follows: ☐ by Seller at closing ☐ by Buyer (if left blank, then Seller at Closing). If the amount of any
80 assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the
81 last estimate or assessment for the improvement by the public body.

82 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-
83 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.
84 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

85 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information
86 regarding mold, Buyer should contact an appropriate professional.

87 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

88 (e) If the Real Property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

89 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

90 (g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-
91 TION/COMMUNITY DISCLOSURE.**

92 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT
93 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-
94 SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.
95 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

96 **XII. MAXIMUM REPAIR COSTS:** Seller shall not be responsible for payments in excess of:

97* (a) \$_____ for treatment and repair under Standard D (if blank, then 1.5% of the Purchase Price).

98* (b) \$_____ for repair and replacement under Standard N not caused by Wood Destroying Organisms (if blank, then 1.5% of the Purchase Price).

99* **XIII. HOME WARRANTY:** ☐ Seller ☐ Buyer ☐ N/A will pay for a home warranty plan issued by _____
100* at a cost not to exceed \$_____.

101 **XIV. RIDERS; ADDENDA; SPECIAL CLAUSES:** CHECK those riders which are applicable AND are attached to and made part of this Contract:

102* ☐ CONDOMINIUM ☐ VAFHA ☐ HOMEOWNERS' ASSN. ☐ LEAD-BASED PAINT ☐ COASTAL CONSTRUCTION CONTROL LINE

103* ☐ INSULATION ☐ "AS IS" ☐ EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) ☐ Other Comprehensive Rider Provisions ☐ Addenda

104* Special Clause(s): _____

105* _____

106* _____

107* _____

108 **XV. STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"):** Buyer and Seller acknowledge receipt of a copy of Standards A
109 through Y on the reverse side or attached, which are incorporated as part of this Contract.

110 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

111 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.**

112 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transac-

113 tion. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

114 **AN ASTERISK(*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.**

115* _____

116 (BUYER) _____ (DATE) _____ (SELLER) _____ (DATE) _____

117* _____

118 (BUYER) _____ (DATE) _____ (SELLER) _____ (DATE) _____

119* Buyers' address for purposes of notice _____ Sellers' address for purposes of notice _____

120* _____

121* _____ Phone _____ Phone _____

122 **BROKERS:** The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with
123 this Contract:

124* Name: _____

125 _____

Cooperating Brokers, if any

Listing Broker

STANDARDS FOR REAL ESTATE TRANSACTIONS

127 **A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an
 128 owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in
 129 Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by
 130 authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defec-
 131 tive, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which
 132 Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120
 133 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to
 134 so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within
 135 the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby
 136 releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior
 137 to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

138 **B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a
 139 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment
 140 in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept
 141 in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a
 142 standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage
 143 endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note
 144 and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mort-
 145 gages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the
 146 Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evi-
 147 denced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

148 **C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified
 149 by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, ease-
 150 ments, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

151 **D. WOOD DESTROYING ORGANISMS:** "Wood Destroying Organisms" (WDO) shall be deemed to include all wood destroying organisms required to be report-
 152 ed under the Florida Structural Pest Control Act, as amended. Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator
 153 ("Operator") within 20 days after the Effective Date to determine if there is any visible active WDO infestation or visible damage from WDO infestation, excluding fences.
 154 If either or both are found, Buyer may within said 20 days (1) have cost of treatment of active infestation estimated by the Operator; (2) have all damage inspected
 155 and cost of repair estimated by an appropriately licensed contractor; and (3) report such cost(s) to Seller in writing. Seller shall cause the treatment and repair of all
 156 WDO damage to be made and pay the costs thereof up to the amount provided in Paragraph XII(a). If estimated costs exceed that amount, Buyer shall have the
 157 option of canceling this Contract by giving written notice to Seller within 20 days after the Effective Date, or Buyer may elect to proceed with the transaction and
 158 receive a credit at Closing equal to the amount provided in Paragraph XII(a). If Buyer's lender requires an updated WDO report, then Buyer shall, at Buyer's expense,
 159 have the opportunity to have the Property re-inspected for WDO infestation and have the cost of active infestation or new damage estimated and reported to Seller
 160 in writing at least 10 days prior to Closing, and thereafter, Seller shall cause such treatment and repair to be made and pay the cost thereof; provided, Seller's total
 161 obligation for treatment and repair costs required under both the first and second inspection shall not exceed the amount provided in Paragraph XII (a).

162 **E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described
 163 in Paragraph VII hereof and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

164 **F. LEASES:** Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature
 165 and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each ten-
 166 ant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact ten-
 167 ant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written
 168 notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

169 **G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement,
 170 claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days imme-
 171 diately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction
 172 liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such gen-
 173 eral contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a
 174 construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

175 **H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing
 176 Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

177 **I. TIME:** Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or nation-
 178 al legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the
 179 next business day. Time is of the essence in this Contract.

180 **J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases,
 181 tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

182 **K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained
 183 from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed,
 184 mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by
 185 Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of
 186 closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

187 **L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing.
 188 Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased
 189 or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and
 190 security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax
 191 with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not
 192 fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not
 193 available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improve-
 194 ments were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed
 195 upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemp-
 196 tions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

197 **M. (RESERVED - purposely left blank)**

198 **N. INSPECTION AND REPAIR:** Seller warrants that the ceiling, roof (including the fascia and soffits), and exterior and interior walls, and foundation of the Property
 199 do not have any visible evidence of leaks, water damage, or structural damage and that dockage, seawalls, septic tank, pool, all appliances, mechanical items,

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

heating, cooling, electrical, plumbing systems, and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required), or by an appropriately licensed Florida contractor, make inspections of, those items within 20 days after the Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XII (b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XII (b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing. For purposes of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.

O. RISK OF LOSS: If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be the cost of pruning or removal.

P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

W. SELLER DISCLOSURE: There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

X. PROPERTY MAINTENANCE; PROPERTY ACCESS; REPAIR STANDARDS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made, and that the Property has been maintained as required by this Standard. All repairs and replacements shall be completed in a good and workmanlike manner, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.

Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.





City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson, City Manager

FROM: Lynn Stevens, Public Works & Utilities Director

DATE: October 31, 2019

SUBJECT: Purchase of Real Property – 4057 Bruner Road

REQUEST:

The Public Works & Utilities Department is requesting City Council approval of the purchase of real property at 4057 Bruner Road for \$540,000 plus closing costs and utilizing funds from the Forestry Management fund to complete the purchase.

PURPOSE:

The purpose of this request is to provide City owned property for debris management.

CONSIDERATION:

In 2016, the City was in the process of clearing city owned property on Ridgewood Avenue for construction of Riverwalk Park. After hurricane Matthew, the property was utilized as a debris management site (DMS). A DMS is most effective when it is a centrally located, large piece of property utilized for the temporary disposal of vegetative debris generated by a natural disaster. The site would enable debris haulers to more efficiently and effectively remove debris from streets and in front of customers' homes. Once all debris is collected, the site is utilized to reduce the debris by chipping. Chipping the debris reduces the volume. The chipped debris is then delivered to the local landfill for ultimate disposal.

A DMS must be permitted by the Department of Environmental Protection and specific criteria met for the surrounding area. Criteria for selecting a DMS include access by large vehicles, away from residential areas such that noise, dust, etc. will not interfere with the residents, and dry enough that any significant rainfall after an event will not impact work. The site must have tests on the soil, groundwater, and/or surface water prior to receipt of storm debris. These tests can take a considerable amount of time to complete the permitting process and would delay removing debris from neighborhoods.

During the preparations for hurricane Irma (2017), Riverwalk was already constructed and not a viable DMS location. City staff scoured the City to find an alternative central location for debris. A large track of land on Hensel Road (now King's Landing) was leased from

the owner and used as a DMS for the hurricane Irma cleanup. That location has been leased to the City for a DMS each year since Irma. Today, the King's Landing location is under construction for homesites. After 2019 it will no longer be available for a DMS.

The property at 4057 Bruner Road is a vacant, 18.7 +/- acre site located north of the water treatment plant, north of the vacant city owned property behind the police department (Gray property), and south of the dead ended Bruner Road. A location map is attached for convenience. This site meets all the required criteria for a DMS. Two property appraisals were obtained as outlined in City policies. The average of the two appraisals is \$530,000. The owners have agreed to sell the property to the City for \$540,000. In addition to the sale price, the City would pay for approximately \$21,850 in environmental assessments, survey, title insurance, and other routine closing costs. The total cost to the City is estimated to be \$561,850. The property is currently located in Volusia County and would be annexed into the city after the purchase.

By purchasing the property, the City will be guaranteed to have a future DMS if/when needed. The site is currently cleared. After purchase, the City will maintain the property and install fencing for security. Since the site will be utilized and maintained as vacant land, not to be developed, expenses would be charged to the 420 Forestry Management fund account. The property would be maintained in the Forestry Management fund. Staff has researched the requirements for utilizing these funds for this purchase and the use is appropriate.

FUNDING:

Pending budget appropriation from account 420.

RECOMMENDATION:

The Public Works & Utilities Department is recommending City Council approval of the purchase of real property at 4057 Bruner Road for \$540,000 plus closing costs and utilizing funds from the Forestry Management fund to complete the purchase.

ATTACHMENTS:

- a.) Map
- b.) Contract for purchase



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/19/2019

Consent item: Yes

SUBJECT: (B7c) Approval of Change Order No. 2 to the EJCDC Agreement with Carr & Collier Inc as it relates to ITB 19-01, Police Shooting Range (CNE009)

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Change Order No. 2 to Carr & Collier Inc. for work under ITB 19-01, Police Shooting Range for an amount not to exceed \$83,660.05 and a revised total agreement amount not to exceed \$1,593,305.05; authorize the Mayor and City Clerk to execute all required documentation.

SUMMARY: On June 25, 2019, City Council approved the construction contract between the City of Port Orange and Carr & Collier Inc. for the construction of the police shooting range facility. The original contract design was significantly scaled down to ensure the project came in under budget. The final agreed upon contract price came in well below the already encumbered budget for this project. This change order request will not require any additional funds which have not already been allocated for this project.

This Change Order is being requested in response to an unforeseen soil quality issue. While digging the onsite retention ponds which also doubles as the source for the soil needed to complete the project, the contractor discovered unusable soil qualities in these areas at a depth of over 20 linear feet. The original geotechnical surveys that were conducted only tested to a depth of 20 linear feet. The soil quality below the tested depth was unknown at the time of construction and presumed to be usable. However, this is not the case. As a result, the project is approximately 15,000 cubic yards of soil short.

After an onsite meeting with the Contractor, Project Engineer, PU/PW Project Manager and the Construction Project Manager it was determined this issue can easily be mitigated by excavating the retention ponds further horizontally versus vertically with negative impacts to the project or environment. This will provide the 15,000 cubic yards of soil needed to complete the project.

The total net increase to the project to date would be \$83,660.05 for a total revised contract amount of \$1,593,305.05. The contractor is requesting 30 days additional time for Change Order No. 2. The final completion date for the shooting range project would be March 1, 2020 upon approval of this change order.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Carr & Collier Change Order No 2	Carr & Collier Change Order No 2.pdf
2.	PO 075015 - Carr & Collier	PO 075015 - Carr & Collier.PDF
3.	Change order #2, Justification Letter	Change order #2, Justification Letter.pdf
4.	Executed ITB 19-01 Carr & Collier Inc EJCDC Agreement	Executed ITB 19-01 Carr & Collier Inc EJCDC Agreement.pdf

Eric Fisher	Created/Initiated - 10/28/2019
William Proctor	Approved - 10/28/2019
Thomas Grimaldi	Approved - 10/28/2019
Scott Neils	Approved - 10/31/2019
Matthew Jones	Approved - 11/6/2019
Jake Johansson	Approved - 11/7/2019
Robin Fenwick	Final Approval - 11/7/2019

CHANGE ORDER NO. 2
To the EJCDC Agreement dated June 25, 2019
CARR & COLLIER, INC. Contractor

Project: ITB 19-01 Police Shooting Range Facility (CNE009)

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$1,477,354	Original Contract Times: Substantial Completion: 180 days (December 31, 2019) Final Completion: 210 days (January 31, 2020)
Net changes from previous Change Order: No. 1 \$32,291	Changes in contract time from previous Change Orders: No. 1 0 days
Contract Price prior to this Change Order: \$1,509,645	Contract Completion Date prior to this Change Order: No. n/a: January 31, 2020
Net Increase (decrease) of this Change Order: No. 2 \$83,660.05	Changes in contract time requested this Change Order: No. 2 30 days
Contract Price with all approved Change Orders: \$1,593,305.05	Contract Times with all approved Change Orders: Final Completion: March 1, 2020



CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the EJCDJ Agreement entered into by and between the parties on June 25, 2019.
- II. **REQUIRED:** This Change Order is to provide for a change in the scope of work to the EJCDC agreement dated June 25, 2019 between the City of Port Orange and Carr & Collier Inc. for the construction of the Police Shooting Range. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:** On June 25, 2019, City Council approved the construction contract between the City of Port Orange and Carr & Collier Inc. for the construction of the police shooting range facility. The original contract design was significantly scaled down to ensure the project came in under budget. The final agreed upon contract price came in well below the already encumbered budget for this project. This change order request will not require any additional funds which have not already been allocated for this project.

This Change Order is being requested in response to an unforeseen soil quality issue. While digging the onsite retention ponds which also doubles as the source for the soil needed to complete the project, the contractor discovered unusable soil qualities in these areas at a depth of over 20 linear feet. The original geotechnical surveys that were conducted only tested to a depth of 20 linear feet. The soil quality below the tested depth was unknown at the time of construction and presumed to be usable. However, this is not the case. As a result, the project is approximately 15,000 cubic yards of soil short.

After an onsite meeting with the Contractor, Project Engineer, PU/PW Project Manager and the Construction Project Manager it was determined this issue can easily be mitigated by excavating the retention ponds further horizontally versus vertically with negative impacts to the project or environment. This will provide the 15,000 cubic yards of soil needed to complete the project.

The total net increase to the project to date would be \$83,660.05 for a total revised contract amount of \$1,593,305.05. The contractor is requesting 30 days additional time for Change Order No. 2. The final completion date for the shooting range project would be March 1, 2020 upon approval of this change order.

- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the EJCDC Agreement subject to a limit up to but not to exceed \$83,660.05 for a revised agreement amount not to exceed \$1,593,305.05. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.



- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.



Acknowledgments:

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

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

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

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

RECOMMENDED BY:
SGT. JEFF WENZEL
Department Project Manager

ACCEPTED BY:
CARR & COLLIER, INC.
Contractor

By: _____
Sgt. Jeff Wenzel

By: _____
Reynolds C. Holiman, Vice President

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:

City's Representative

RECOMMENDED BY:
Mark Grande, P.E.
Engineer of Record

By: _____

By: _____

Title: _____

Date Signed: _____

Date Signed: _____



APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Thomas R. Grimaldi, Chief of Police

Date Signed: _____

City Manager

By: _____
M.H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, MMC, City Clerk

Date Signed: _____

Date Signed: _____





October 23, 2019

Port Orange Police Department
4545 S. Clyde Morris Blvd.
Port Orange, FL 32129

Attention: Sergeant Jeff Wenzel

**RE: Port Orange Shooting Range Additional Clearing and Excavation Proposal
Rev. 1**

Dear Mr. Wenzel,

Carr and Collier, Inc. (CCI), is proud to submit a price proposal for the Additional Clearing and Excavation project for the lump sum of **\$83,660.05**. We will clear & grub, dewater and excavate to an approximate depth of 15' from existing grade (see attached sketch depicting the proposed clearing area). The existing site elevation is approximately 40.0. A continuous berm must be installed around the new pond to match the other ponds at elevation 42.0. This proposal is based upon our site visit and other correspondences. Please see the attached cost breakdown and the project scope below:

Scope of Work:

- Supervision & Project Management
- Survey Layout Limits of Clearing
- Install Silt Fence and Erosion Control Measures
- Clear, Grub and Strip Site (approx. 1.5 acres)
- Install Sock Drain and Dewatering Pumps
- Excavate to Elevation 25.0 and Stockpile Dirt (approx. 15,000 cy)
- Install Dirt Berms to Elevation 42.0
- Fine Grade New Slopes and Berms
- Install Sodding
- As-Built Drawings
- Clean-up



We appreciate the opportunity to work with Port Orange on this and future projects. If you have any questions or concerns, please contact me direct at (352) 314-3625 or via e-mail at alumley@carrandcollier.com.

Sincerely,

Antonio Lumley
Chief Estimator

352.314.3625
1410 Emerson St, Leesburg, FL 34748
LIC #CGC037504

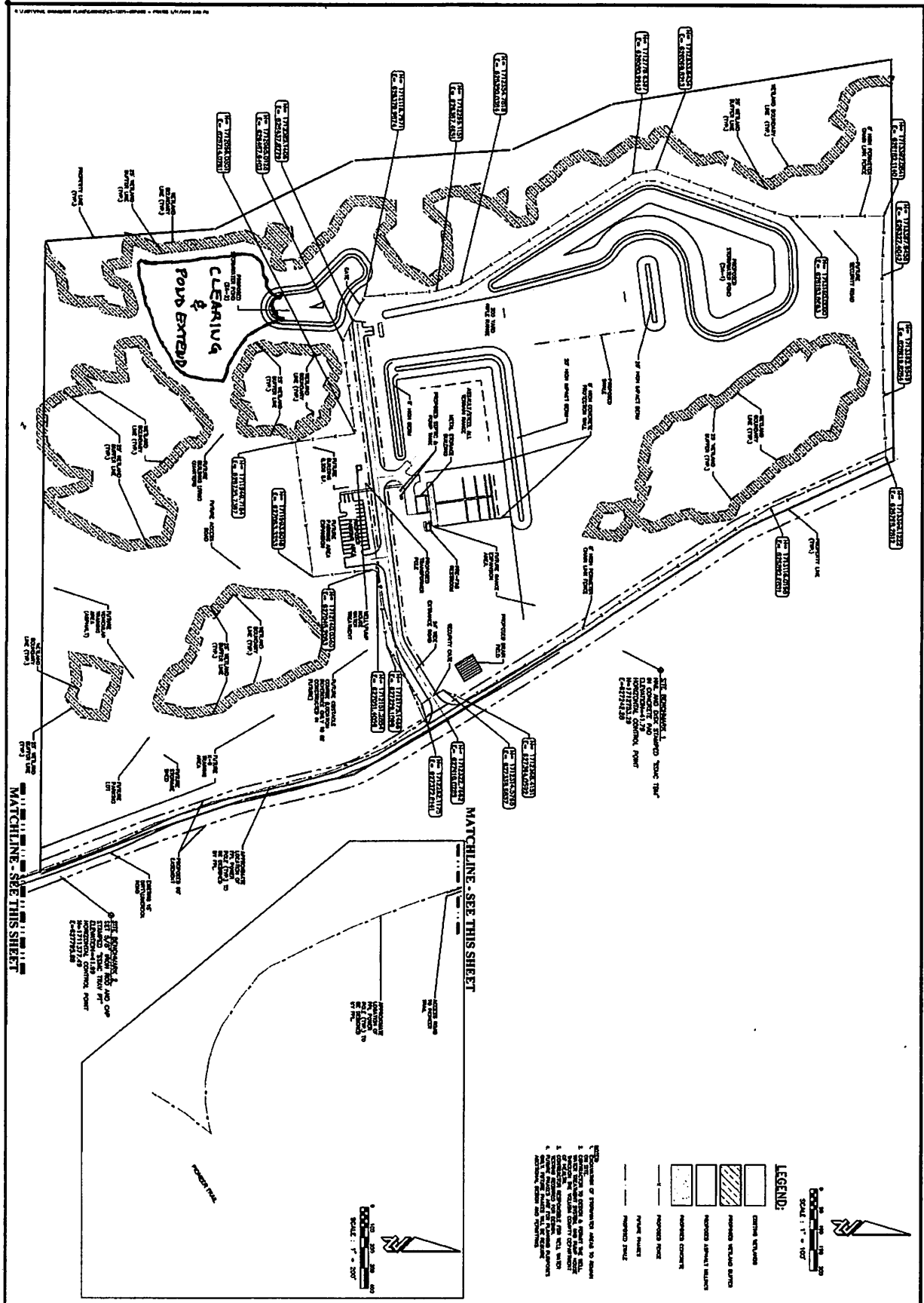


OWNER: GREATER ORLANDO AVIATION AUTHORITY
LOCATION: ONE JEFF FIQUA BLVD., ORLANDO, FL 32827
DESCRIPTION: PORT ORANGE SHOOTING RANGE CLEARING AND EXCAVATION
DATE: 21-Oct-2019

COST CODE	PROJECT SCOPES DESCRIPTION	QTY	UNIT	MAT'L UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	EQUIP UNIT	TOTAL EQUIP	SUB UNIT	TOTAL SUB	TOTAL	NOTES
2301	SILT FENCE	900	LF	0.00	0.00	0.00	0.00	0.00	0.00	0.75	675.00	675.00	
2303	FOREMAN	132	HRS	0.00	0.00	38.50	5,082.00	0.00	0.00	0.00	0.00	5,082.00	
2305	OPERATOR (EXCAVATOR)	132	HRS	0.00	0.00	21.51	2,839.32	0.00	0.00	0.00	0.00	2,839.32	
2307	OPERATOR (DOZER)	44	HRS	0.00	0.00	19.69	866.36	0.00	0.00	0.00	0.00	866.36	
2310	OPERATOR (OFF ROAD TRUCK)	132	HRS	0.00	0.00	18.00	2,376.00	0.00	0.00	0.00	0.00	2,376.00	
2405	EXCAVATOR 30 TON	132	HRS	0.00	0.00	0.00	0.00	40.95	5,405.40	0.00	0.00	5,405.40	
2410	DOZER	44	HRS	0.00	0.00	0.00	0.00	31.51	1,386.44	0.00	0.00	1,386.44	
2485	35 TON OFF ROAD TRUCK	176	HRS	0.00	0.00	0.00	0.00	95.20	16,755.20	0.00	0.00	16,755.20	
2515	SOCK DRAIN	1000	LF	0.00	0.00	0.00	0.00	0.00	0.00	5.00	5,000.00	5,000.00	
2517	DEWATERING PUMP	176	HRS	0.00	0.00	0.00	0.00	29.50	5,192.00	0.00	0.00	5,192.00	
2590	SODDING	3500	SY	0.00	0.00	0.00	0.00	0.00	0.00	3.00	10,500.00	10,500.00	
SUBTOTAL CONSTRUCTION COSTS					0.00		11,163.98		28,739.04		16,175.00	56,077.72	

COST CODE	GENERAL CONDITIONS DESCRIPTION	QTY	UNIT	MAT'L UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	EQUIP UNIT	TOTAL EQUIP	SUB UNIT	TOTAL SUB	TOTAL	NOTES
1010	PROJECT MANAGER	1	WKS	0.00	0.00	2,200.00	2,200.00	0.00	0.00	0.00	0.00	2,200.00	
1015	SUPERINTENDENT	1	WKS	0.00	0.00	2,150.00	2,150.00	0.00	0.00	0.00	0.00	2,150.00	
1020	ADMINISTRATIVE ASSISTANT	0	WKS	0.00	0.00	1,100.00	0.00	0.00	0.00	0.00	0.00	0.00	
1025	EQUIPMENT MOBILIZATION/DEMOLITION	0	LD	0.00	0.00	0.00	0.00	525.00	0.00	0.00	0.00	0.00	
1028	MOT DEVICES	1	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1030	TEMP TOILETS	1	MO	150.00	150.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	
1035	WATER / ICE / CUPS	2	WKS	55.00	110.00	0.00	0.00	0.00	0.00	0.00	0.00	110.00	
1040	MATERIALS TESTING	1	LS	0.00	0.00	0.00	0.00	0.00	0.00	1,600.00	1,600.00	1,600.00	
1045	SMALL TOOLS	1	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1050	SURVEY LAYOUT / AS-BUILTS	1	LS	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00	2,500.00	2,500.00	
1100	PROJECT VIDEO	1	LOC	0.00	0.00	0.00	0.00	0.00	0.00	500.00	500.00	500.00	
1900	COMPANY VEHICLES												
	PICKUP - PROJECT MANAGER	40	HR	0.00	0.00	0.00	0.00	10.82	432.80	0.00	0.00	432.80	
	PICKUP - SUPERINTENDENT	40	HR	0.00	0.00	0.00	0.00	12.79	511.60	0.00	0.00	511.60	
SUBTOTAL GENERAL CONDITIONS					260.00		4,350.00		944.40		4,600.00	10,154.40	

PROJECT RECAP				TOTAL MATERIAL	TOTAL LABOR	TOTAL EQUIP	TOTAL SUB	TOTAL
SUBTOTALS (from above)				260.00	15,513.68	29,683.44	20,775.00	66,232.12
Social Security			6.20%		961.85			961.85
State Unemployment Insurance SUTA			6.00%		930.82			930.82
Federal Unemployment Insurance FUTA			0.80%		124.11			124.11
Federal Medicare Tax			1.45%		224.95			224.95
General Liability			18.55%		2,877.79			2,877.79
Workers Compensation			9.00%		1,396.23			1,396.23
Subcontractor Bond			0.00%					0.00
PROJECT COSTS SUBTOTAL			42.00%	260.00	22,029.43	29,683.44	20,775.00	72,747.87
SUBTOTAL								72,747.87
GC MARK UP @ 15%								10,912.18
P&P BOND @ 1.5% (NOT INCL.)								0.00
CONTINGENCY								0.00
PROJECT SUBTOTAL								83,660.05



PORT ORANGE SHOOTING RANGE
FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN

CITY OF PORT ORANGE
 VOLUPE COUNTY, FLORIDA

LEGEND:

EXISTING FEATURES
 PROPOSED FEATURES
 EXISTING EASEMENTS
 PROPOSED EASEMENTS
 EXISTING BOUNDARIES
 PROPOSED BOUNDARIES
 EXISTING UTILITIES
 PROPOSED UTILITIES
 EXISTING ROADS
 PROPOSED ROADS
 EXISTING RAILROADS
 PROPOSED RAILROADS
 EXISTING WATER BODIES
 PROPOSED WATER BODIES
 EXISTING TREES
 PROPOSED TREES
 EXISTING PLANTINGS
 PROPOSED PLANTINGS
 EXISTING LANDSCAPE ARCHITECTURE
 PROPOSED LANDSCAPE ARCHITECTURE
 EXISTING TRANSPORTATION
 PROPOSED TRANSPORTATION

DATE: 10/1/2011
 DRAWN BY: J. COHEN
 CHECKED BY: J. COHEN
 SCALE: 1" = 100'

ZEV COHEN & ASSOCIATES, INC.
 11111 N. W. 11th Ave., Suite 100
 Fort Lauderdale, FL 33309
 WWW.ZEVCOHEN.COM



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

075015

PLEASE SEND INVOICE IN DUPLICATE TO:

ACCOUNTS PAYABLE

P.O. BOX 291759

PORT ORANGE, FL 32129-1759

TELEPHONE 386-506-5500

FAX 386-506-5711

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE: 6/28/19

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION #

CHANGE DATE: 7/29/19 CHG. NO.: 2

VENDOR:

CARR & COLLIER INC

1410 EMERSON STREET

LEESBURG FL 34748

SHIP TO:

CITY OF PORT ORANGE

PORT ORANGE POLICE DEPT.

4545 CLYDE MORRIS BLVD.

PORT ORANGE FL 32129

(352)314-3625 FAX: (352)240-3439

VENDOR #:		DATE NEEDED:		FOB:		
259529		6/30/19				
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
			***** * * * * *****	***** * * * * *****		
			CHANGE ORDER			
1	0		SHOOTING RANGE CONTRACT #: EJCDC-520	SEE BELOW	.00	.00
2	0		SHOOTING RANGE CONTRACT #: EJCDC-520	SEE BELOW	.00	.00
3	0		SHOOTING RANGE CONTRACT #: EJCDC-520	SEE BELOW	.00	.00
4	15498	BLK	SHOOTING RANGE CONTRACT #: EJCDC-520	SEE BELOW	1.00	715498.41
5	75759	BLK	SHOOTING RANGE CONTRACT #: EJCDC-520	SEE BELOW	1.00	575759.53
6	86096	BLK	SHOOTING RANGE CONTRACT #: EJCDC-520	SEE BELOW	1.00	186096.06
REMARKS POLICE SHOOTING RANGE PROJECT					TOTAL	

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X

DATE

6/28/19

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CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 2

P.O. NUMBER

075015

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CHANGE DATE: 7/29/19 CHG. NO.: 2

VENDOR:
CARR & COLLIER INC

SHIP TO:
CITY OF PORT ORANGE

(352)314-3625 FAX: (352)240-3439

VENDOR #:			DATE NEEDED:		FOB:	
259529			6/30/19			
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
			***** * * * * *****	***** * * * * *****		
7	1	BLK	INCREASE PO# 075015 BY \$21538.10 CONTRACT #: EJCDC-520	SEE BELOW	21538.10	21538.10
8	1	BLK	INCREASE PO # 075015 BY 10,752.90 CONTRACT #: EJCDC-520	SEE BELOW	10752.90	10752.90
REMARKS POLICE SHOOTING RANGE PROJECT					TOTAL	1509645.00

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6/28/19

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CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 3

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DATE: 6/28/19

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION #

CHANGE DATE: 7/29/19 CHG. NO.: 2

VENDOR:
CARR & COLLIER INCSHIP TO:
CITY OF PORT ORANGE

(352)314-3625 FAX: (352)240-3439

VENDOR #:		259529		DATE NEEDED:	6/30/19	FOB:	
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST	
			***** * * * * ***** REMARKS: ITB 19-01. JC 6.28.19 PER TAMAR BROWN AND SGT. WENZEL CHANGED LINE ITEM 1: CHAN GED QUANTITY FROM 1 TO QNTY 715,498.41, CHANG ED UNIT COST FROM \$715,498.41 TO \$1.00, CHA NGED UOM FROM EA TO BLK CHANGED LINE ITEM 2: CHAN GED QUANTITY FROM 1 TO QNTY 575,759.53 CHANGE D UNIT COST FROM \$575,759.53 TO \$1.00, CHA NGED UOM FROM EA TO BLK CHANGED LINE ITEM 3: CHAN GED QUANTITY FROM 1 TO 186,096.06, CHANGED UN IT COST FROM	***** * * * * *****			
REMARKS POLICE SHOOTING RANGE PROJECT						TOTAL	

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CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 4

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DATE: 6/28/19

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION #

CHANGE DATE: 7/29/19 CHG. NO.: 2

VENDOR:
CARR & COLLIER INC

SHIP TO:
CITY OF PORT ORANGE

(352)314-3625 FAX: (352)240-3439

VENDOR #:		259529		DATE NEEDED:		6/30/19		FOB:	
#	QTY	UOM	COMMODITY # / DESCRIPTION		ACCOUNT #		UNIT PRICE	TOTAL COST	
			***** * * CHANGE ORDER * *****						
REMARKS:									
\$186,096.06 TO \$1.00, CHANGED UOM FROM EA TO BLK ALL THREE CHANGES TO FACILITATE INVOICE PAYMENTS JC 7.29.19									
REQ.		NBR	DATE	ACCOUNT NUMBER	PROJECT	AMOUNT			
00001		40992	6/27/00	31410005216397	CNE009	.00			
THOMAS		GRIMALDI							
REMARKS POLICE SHOOTING RANGE PROJECT							TOTAL		

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DATE

6/28/19

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CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 5

P.O. NUMBER

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CORRESPONDENCE.

DATE: 6/28/19

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION #

CHANGE DATE: 7/29/19 CHG. NO.: 2

VENDOR:
CARR & COLLIER INC

SHIP TO:
CITY OF PORT ORANGE

(352)314-3625

VENDOR #:		DATE NEEDED:		FOB:		
259529		6/30/19				
#	QTY	UOM	COMMODITY # / DESCRIPTION		ACCOUNT #	TOTAL COST
			***** * * * * *****			
			CHANGE ORDER			

			REQ. NBR	DATE	ACCOUNT NUMBER	PROJECT
			0000140992	6/27/00	31710105196397	CNE009
			THOMAS GRIMALDI			.00
			0000140992	6/27/00	60732005216397	CNE009
			THOMAS GRIMALDI			.00
			140992	6/27/00	31410005216397	CNE009
			THOMAS GRIMALDI			715498.41
			140992	6/27/00	31710105196397	CNE009
			THOMAS GRIMALDI			575759.53
REMARKS POLICE SHOOTING RANGE PROJECT						TOTAL

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CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 6

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#	QTY	UOM	COMMODITY # / DESCRIPTION		ACCOUNT #	UNIT PRICE	TOTAL COST
			***** * * * * *****		***** * * * * *****		
			CHANGE ORDER				

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PURCHASING

X

DATE

6/28/19

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PORT ORANGE POLICE DEPARTMENT

Chief of Police Thomas R. Grimaldi



MEMORANDUM

TO: M.H. Johansson, City Manager

FROM: Sgt. Jeff Wenzel, Police Department, Project Manager 

DATE: October 23, 2019

SUBJECT: Carr & Collier – Police Shooting Range, Change Order No. 2
Additional Clearing and Excavation Work

REQUEST:

The Police Department is requesting the City Council approve Change Order No.2 to the EJCDC agreement dated June 25, 2019, between the City of Port Orange and Carr & Collier Inc. for the construction of the Police Shooting Range Facility.

CONSIDERATION:

On June 25, 2019, City Council approved the construction contract between the City of Port Orange and Carr & Collier Inc. for the construction of the police shooting range facility. The original contract design was significantly scaled down to ensure the project came in under budget. The final agreed upon contract price came in well below the already encumbered budget for this project. This change order request will not require any funds which have not already been allocated for this project.

This Change Order is being requested in response to an unforeseen soil quality issue. While digging the onsite retention ponds which also doubles as the source for the soil needed to complete the project, the contractor discovered unusable soil qualities in these areas at a depth of over 20 linear feet. The original geotechnical surveys that were conducted only tested to a depth of 20 linear feet. The soil quality below the tested depth was unknown at the time of construction and presumed to be usable. However, this is not the case. As a result, the project is approximately 15,000 cubic yards of soil short.

After an onsite meeting with the Contractor, Project Engineer, PU/PW Project Manager and the Construction Project Manager it was determined this issue can easily be mitigated by excavating the retention ponds further horizontally versus vertically with negative impacts to the project or environment. This will provide the 15,000 cubic yards of soil needed to complete the project.

The total net increase to the project to date would be \$83,660.05 for a total revised contract amount of \$1,593,305.05. The contractor is requesting 30 days additional time for Change Order No. 2. The final completion date for the shooting range project would be March 1, 2020 upon approval of this change order.



PORT ORANGE POLICE DEPARTMENT

Chief of Police Thomas R. Grimaldi



MEMORANDUM

FUNDING:

Project # CNE009

Account # 317-1010-519-63-97

607-3200-521-63-97

RECOMMENDATION:

The Police Department recommends the approval of Change Order No. 2 to the police shooting range project in an amount not to exceed \$83,660.05 with no contract extension time needed.

ATTACHMENTS:

Carr & Collier Change Order proposal with engineering drawings and scope of work. Original EJCDC contract, original purchase order and change order request form.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

**City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129**

THIS AGREEMENT is by and between _____ (“Owner”) and
**Carr & Collier, Inc.
1410 Emerson Street
Leesburg, Florida 34736** _____ (“Contractor”).

The Effective Date of this Agreement shall be _____ (If no date is specified then the Effective Date shall be the date on which the Agreement is signed by the last of the two parties.)

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Police Shooting Range shall consist of the construction of an access road, two (2) outdoor shooting ranges, a parking lot, a two (2) stall prefabricated bathroom, a metal prefabricated storage building, potable water system with well, pump, controls, treatment, related piping, enclosure, health department permitting, sanitary sewer treatment system with septic tank, pump tank, drain field, controls, related piping, health department permitting, perimeter fence, and a storm water management system.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: City of Port Orange ITB 19-01 Police Shooting Range Facility.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Brian W. Simms, P.E. (“Engineer”), of Zev Cohen & Associates, Inc., a Florida corporation, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Substantial Completion and Final Completion as stated in the Contract Documents, particularly Paragraph 4.02 below, are of the essence of the Contract.

B. The grace period contained in ITB 19-01, Section 3.2(c), does not apply to this project.

4.02 *Days to Achieve Substantial Completion and Final Completion*

- A. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be substantially completed within 180 days after the Effective Date of the Agreement.
- B. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be finally completed in accordance with Paragraph 14.06 of the General Conditions within 210 days after the Effective Date of the Agreement.
- C. If a Notice to Proceed is issued more than 60 days from the Effective Date of this Agreement, then the dates for Substantial Completion and the Final Completion shall be extended by the same number of days. (For example, if the Notice to Proceed is issued 63 days after the Effective Date of the Agreement, then the Substantial Completion and Final Completion dates shall be extended by 3 days.)

4.03 *Liquidated Damages*

- A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner \$0.00 for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and Owner agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.
- B. Owner may withhold Contractor's final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiency cover the liquidated damages that Contractor owes Owner.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a lump sum of: \$ _____ N/A _____

Any allowances specifically identified and called for in the Contract Documents are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>UNIT PRICE WORK</u>					
<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>

See Exhibit "1"

Total of all Bid Prices (Unit Price Work) \$1,477,354.00

The Bid Unit Prices set forth above are guaranteed prices. Although the Estimated Quantities are estimates and may increase or decrease based on determinations of Engineer, Contractor agrees and understands that the Bid Unit Prices shall remain the same irrespective of the quantities. Contractor understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price increase or escalation. Owner agrees and understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price decrease or reduction.

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Progress Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.
- B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each

progress payment. Fifty (50%) percent completion is the point at which Owner has expended 50 percent of the Contract Price, together with all increases in the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

6.03 *Final Payment*

- A. Final Payment inclusive of retainage shall be made to Contractor in accordance with Paragraph 14.07 of the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 All monies not paid in strict accordance with Florida Statute §218.735 shall bear interest as provided for therein.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:
 - A. Contractor has carefully examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data." Contractor's receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of

construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 11, inclusive).
 - 2. Combination Payment and Performance Bond (pages 1 to 4, inclusive).
 - 3. Other bonds (N/A).
 - 4. General Conditions (pages 1 to 69, inclusive). **In the event of any conflict between the Agreement and the General Conditions, the terms of this Agreement shall govern.**
 - 5. Supplementary Conditions (pages 1 to 5, inclusive). **In the event of any conflict between the Agreement and Supplementary Conditions, the terms of this Agreement shall govern. However, if there is any conflict between the terms of the General Conditions and the terms of the Supplementary Conditions, the Supplementary Conditions shall govern provided that the indemnification set forth in Paragraph 6.20 of the General Conditions shall govern over any indemnification set forth in the Supplementary Conditions.**
 - 6. Specifications as provided in ITB 19-01 Section 3 – Scope of Work and Project Timeline, Subsection 1, SharePoint Link (consisting of pages 1 to 10, inclusive).
 - 7. Final Engineering Plans consisting of 17 pages, as provided in ITB 19-01 Section 3 – Scope of Work and Project Timeline, Subsection 1, SharePoint Link, with each sheet bearing the following general title:

No.	DESCRIPTION
C1	COVER SHEET
C2	CONSTRUCTION NOTES
C3	CONSTRUCTION NOTES
C4	DEMOLITION & EROSION CONTROL PLAN
C5	OVERALL DEVELOPMENT PLAN
C6	GEOMETRY, SIGNAGE & STRIPING PLAN
C7	GEOMETRY, SIGNAGE & STRIPING PLAN
C8	PAVING, GRADING, DRAINAGE & UTILITY PLAN
C9	PAVING, GRADING, DRAINAGE & UTILITY PLAN
C10	CONSTRUCTION DETAILS
C11	CONSTRUCTION DETAILS
C12	CONSTRUCTION DETAILS
C13	CONSTRUCTION DETAILS
C14	CONSTRUCTION DETAILS
C15	BUILDING DESIGN CRITERIA & ELEVATIONS
C16	BUILDING DESIGN CRITERIA & ELEVATIONS
TP1	TREE PROTECTION PLAN

8. Addendum No. 1 (pages 1 to 11, inclusive).
9. Exhibits to this Agreement are hereby incorporated in this Agreement as if fully set forth herein (enumerated as follows):
 - a. Exhibit No. 1 Contractor's Bid and Schedule of Unit Prices (pages 1 to 5, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (N/A).
 - c. Exhibit No. 2 Contractor's Proposal (pages 1 to 50, inclusive).
 - 1) Affidavit Regarding Worker's Compensation
 - 2) Certificate for Worker's Compensation
 - d. Composite Exhibit No. 3 City's Invitation to BID Request No. 19-01 (not attached, on file with City Clerk's Office; pages 1 to 76, inclusive).
 - e. Exhibit No. 4 Southeastern Surveying and Mapping Corporation - Boundary and Topographic Survey (pages 1 to 2, inclusive).
 - f. Exhibit No. 5 Biological Consulting Services, Inc. - Endangered and Threatened Species Survey Report (pages 1 to 25, inclusive).
 - g. Exhibit No. 6 City of Port Orange - Development Order (pages 1 to 4, inclusive).
 - h. Exhibit No. 7 Saint Johns River Water Management District - Permit Number 155645-1

(pages 1 to 11, inclusive).

- i. Exhibit No. 8 Zev Cohen & Associates, Inc. - Stormwater Calculations (pages 1 to 103, inclusive).
 - j. Exhibit No. 9 Florida Department of State, Division of Historical Resources and State Historic Preservation - Historical Resources Letter (1 page).
 - k. Exhibit No. 10 Zev Cohen & Associates, Inc. - Statistical Tree Survey (pages 1 to 3, inclusive).
 - l. Exhibit No. 11 City of Port Orange – Reservation for Mitigation Credit Letter dated 11/27/18 Police Department Shooting Range Saint Johns River Water Management District Permit Number 155645-1 (1 page).
 - m. Exhibit No. 12 Intent to Award dated May 16, 2019 (1 page).
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions and parts shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision or part that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 *No-Damage-for-Delay*

- A. Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor's sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor's scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

10.07 *No Intended Third Party Beneficiaries*

- A. There are no intended third party beneficiaries to the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

CITY OF PORT ORANGE

Owner



By: Donald O. Burnette

Title: Mayor

Date:

6/25/19



Attest: Robin L. Fenwick, CMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

Carr & Collier, Inc.
Contractor

Reynolds C. Holman

By:

Title:

Vice President

Date:

6-18-19

(If Contractor is a corporation, partnership or joint venture, attach evidence of authority to sign.)

Attest:

Title:

Karen Haul
Secretary



Address for giving notices:

1401 Emerson Street

Leesburg, Florida 34736

Phone: (352) 314-3625

E-Mail: estimate@carrandcollier.com

License No.: CGC037504

CARR & COLLIER INC.
CORPORATE AUTHORITY TO EXECUTE DOCUMENTS

I HEREBY CERTIFY that a meeting of the Board of Directors of Carr & Collier Inc., a corporation under the laws of the State of Florida, held on the 18th day of June, 2019, the following resolution was duly passed and adopted:

“RESOLVED that Reynolds Holiman, as Vice President of Carr & Collier Inc., is hereby authorized to execute all document required to be signed by an officer of the Corporation in order to submit a valid bid, contract and bond for

Police Shooting Range

between City of Port Orange and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 18th day of June, 2019.

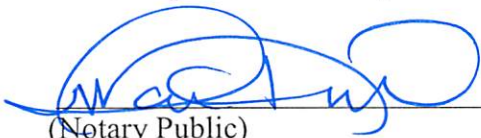
(CORPORATE SEAL)


Karen Rayl

(Corporate Secretary)

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18th day of June, 2019 by Karen Rayl, Corporate Secretary of Carr & Collier Inc., a Florida corporation, on behalf of the corporation. She is personally known to me and did/did not take an oath.


(Notary Public)

My Commission Expires: **09/16/2019**





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/19/2019

Consent item: Yes

SUBJECT: (B7d) Approval of Amendment No. 1 with Sandy Point Progressive Sports

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve Amendment No. 1 to the License Agreement, giving the City Manager authority to approve future requests and authorizing the Mayor and City Clerk to execute the necessary documents for this agenda item.

SUMMARY: Sandy Point Progressive Sports has a license agreement with the city to use Riverwalk Park north for the purpose of renting SUP, kayaks and other non motorized water vessels. They have contacted the city and are requesting to expand their services to offer on site storage of customers kayaks and Paddleboards in small storage lockers. Sandy point will assume all liability of the items stored onsite and also understands that all improvements made to the site will become property of the City upon the termination or expiration of the agreement. Proper city permits will be required to construct the lockers and staff will approve location of the structures prior to construction. Attached for your review are the original agreement, Addendum No. 1, and the first 2 year Extension and the proposed amendment. I have also attached the design of the lockers and possible site locations. The request is for two storage lockers and staff is requesting that any future requests the City Manager can approve. Sandy point has one more renewal for two additional years. That renewal is due in September 2020.

Staff recommends approval.

Project No.: Funding Account No.:

Presenter: Susan Lovallo

ATTACHMENTS:

1.	Amendment No. 1 to License Agreement	License Agreement Sandy Point.pdf
2.	Executed License Agreement	ExecutedLicense AgreementSP.pdf
3.	Addendum No.1 to License Ageement	Sandy Point Addendum1 to License Agmt.pdf
4.	Extension No. 1 of License Agreement 2018-2020	Contract extension 1 2018.pdf
5.	Onsite Locker Rental Program Overview	KAYAK SUP LOCKERS.PDF

Susan Lovallo	Created/Initiated - 10/29/2019
Susan Lovallo	Approved - 10/29/2019
Matthew Jones	Approved - 11/11/2019
Jake Johansson	Approved - 11/13/2019
Robin Fenwick	Final Approval - 11/13/2019

**AMENDMENT NO. 1
TO LICENSE AGREEMENT DATED SEPTEMBER 6, 2016**

THIS AMENDMENT NO. 1 OF LICENSE AGREEMENT ("Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 ("Licensor"), and **SANDY POINT PROGRESSIVE SPORTS, INC.**, whose mailing address is 3090 S. Ridgewood Avenue, S. Daytona, Florida 32119, ("Licensee"). The Licensor and the Licensee are hereinafter collectively referred to as the "Parties."

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

WHEREAS, on the 6th day of September 2016, the Licensor granted to the Licensee a license to access the Subject Property described on Exhibit "A" to the License Agreement, and to the non-exclusive use of the License Areas, as shown on Exhibit "B" to the License Agreement, subject to the terms and conditions contained within the License Agreement, for the purpose of operating a water recreation rental operation ("License") for a period of two (2) years with two optional two (2) year extensions thereafter (License Agreement); and

WHEREAS, on the 16th day of May 2017, the Parties entered into an Addendum to the License Agreement to provide for a four (4) month credit of the monthly license fee in consideration for the interruption caused by the construction of Phase II of the Licensor's Riverwalk Park project ("Addendum No. 1"); and

WHEREAS, on the 18th day of October 2018, the Parties entered into Extension No. 1 to the License Agreement for an additional two (2) year term as provided for in the License Agreement ("Extension No. 1"); and

WHEREAS, the Parties desire to amend the Licensee's ability to alter the License Areas in furtherance of the use of the License Area granted in the License Agreement; and

WHEREAS, the Parties desire to allow the City Manager to approve future amendments and extensions to the License Agreement; and

WHEREAS, the Port Orange City Manager has determined that the execution of this Amendment No. 1 is beneficial to the citizens of the City of Port Orange.

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

1. Paragraph 9 of the License Agreement is hereby amended to add the following new subparagraphs:

- (i) **Licensee Alterations, Additions, and Improvements to the License Areas.** To meet its changing needs, Licensee, at its own expense, may make Alterations, hereinafter defined, from time to time. Licensee shall not, without first obtaining the written consent of the Licensor, make any alterations, additions, or improvements (collectively, "Alterations") in, to, or about the License Areas that are subject to the License Agreement. Any Alterations to the License Areas shall be subject to review and written approval by the City Manager prior to such Alterations being made and shall be made in accordance with City of Port Orange Code of Ordinances.

- (j) **Items Installed by Licensee.** All alterations, additions, improvements, installations, and other fixtures, by whomever installed or erected (except for such business trade fixtures and equipment belonging to Licensee as Licensee can remove without damage to the License Areas) shall belong to the Licensor and remain on and be surrendered with the License Areas at the expiration of this License Agreement. However, at Licensor's option, Licensee shall remove Licensee's improvements prior to the expiration of this License Agreement and return the License Areas to their original condition. The cost of such improvements and the cost of operations and maintenance thereof shall be the responsibility of Licensee.

2. City Manager on behalf of the Licensor shall be authorized to approve and execute any future amendments and extensions of the License Agreement.

3. The terms and conditions of the License Agreement and Addendum No. 1 shall remain in full force and effect except with respect to those matters specifically amended by this Amendment No. 1.

4. Authority to Sign. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party to the Extension.

5.

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

Witnesses:

LICENSEE:

**SANDY POINT PROGRESSIVE SPORTS, INC.
A FLORIDA CORPORATION**

Printed Name: _____

By: _____
Steven B. Gottlieb, President

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Steven B. Gottlieb, President of Sandy Point Progressive Sports, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

LICENSOR:
CITY OF PORT ORANGE
a chartered municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

This Document Prepared by:

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

Parcel No.: 6303-10-01-0011

This Space Reserved for Recording Data

LICENSE AGREEMENT

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

PREMISES

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

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

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

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

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

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

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

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

4. Taxes.

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

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

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

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

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

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

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

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

9. Licensee Obligations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Workers Compensation as required by Florida Law.

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

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

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

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

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

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

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

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

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

[Remainder of Page Left Blank]

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

WITNESSES:


Printed Name: Wayne Clark


Printed Name: Margaret T. Roberts


Printed Name: Wayne Clark


Printed Name: Margaret T. Roberts

LICENSOR:

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

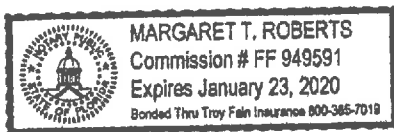
By: 
Allen Green, Mayor

Attest: 
Robin L. Fenwick, CMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

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




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

STATE OF FLORIDA
COUNTY OF VOLUSIA

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




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

WITNESSES:

LICENSEE:

Sandy Point Progressive Sports, Inc.
a Florida corporation

Marty C. H.
Printed Name: MARTY GOTTlieb

Steven B. Gottlieb
Steven B. Gottlieb, President

Sherry Lewis
Printed Name: Sherry Lewis

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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



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

EXHIBIT "A"

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

Full Parcel ID:

03-16-33-10-01-0011

Short Parcel ID:

6303-10-01-0011

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"



EXHIBIT "B" RIVERWALK PARK PHASE 1A

Dredging & Marine Consultants

DMC
ENGINEERS • SCIENTISTS

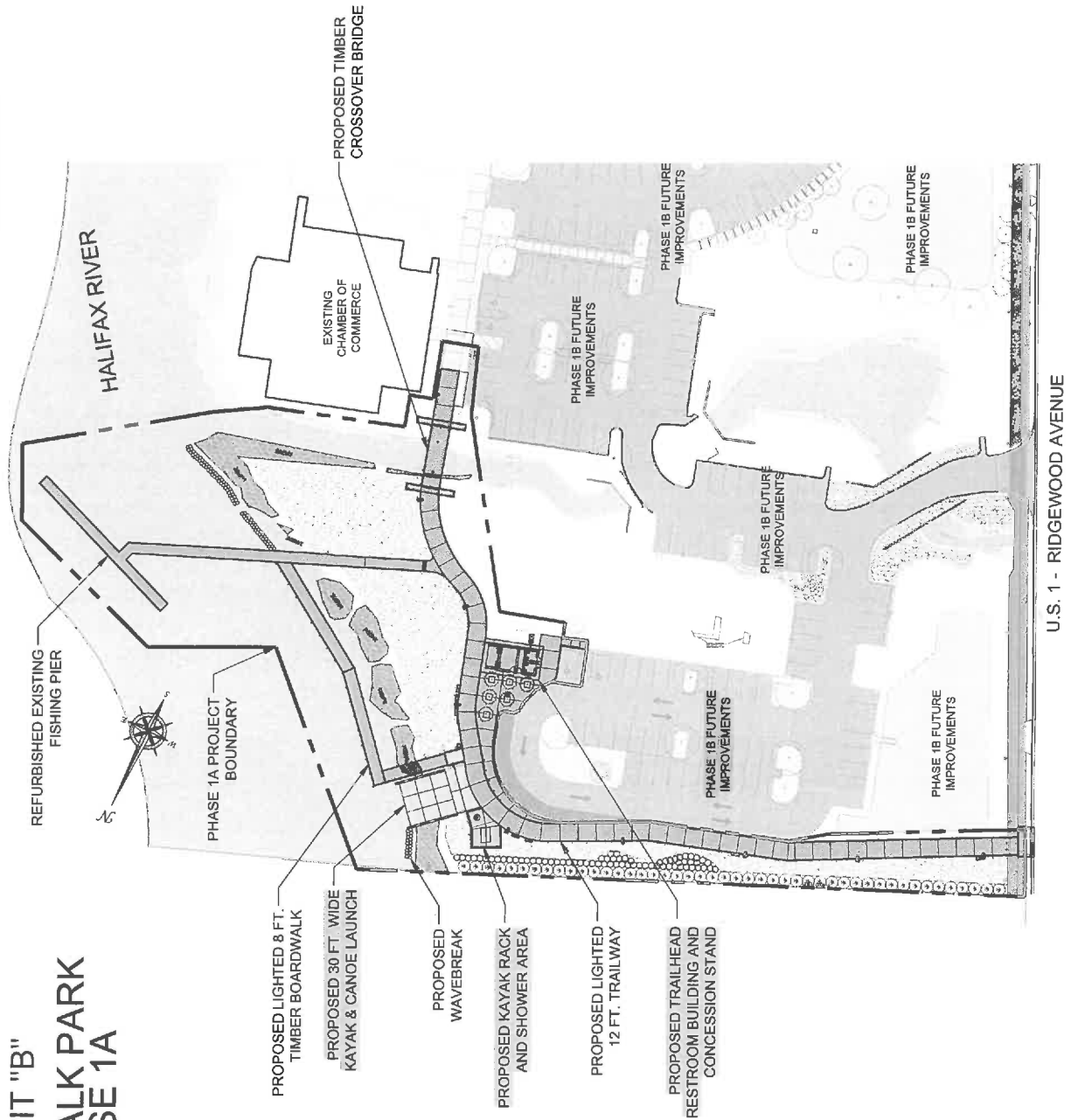


EXHIBIT "C"

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSALS

WATER RECREATION RENTAL OPERATIONS

RFP #16-27



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

Prepared by: Diana Fye, Purchasing Manager

Release Date: June 10, 2016

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

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



Legal Notice to Proposers

RFP #16-27 WATER RECREATION RENTAL OPERATIONS

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

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

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

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

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

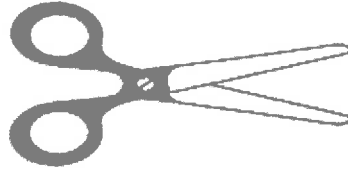
All Proposers are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

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

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

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

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



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

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SECTION 1 – PURPOSE AND OVERVIEW

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

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO PROPOSERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

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

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

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

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

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

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

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

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

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

NON-MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT:

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

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

CONE OF SILENCE:

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

QUESTIONS REGARDING THIS RFP:

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

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

ADDENDA REGARDING THE REQUEST FOR PROPOSALS:

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

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

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

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

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

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

CLARIFICATIONS:

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

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

MINIMUM QUALIFICATIONS:

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

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

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

EXCEPTIONS TO SPECIFICATIONS:

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

PROPOSAL SUBMISSION AND WITHDRAWAL:

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

PRICING SHEETS:

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

LITIGATION HISTORY:

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

AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:

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

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

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

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

CORRECTION OF PROPOSALS:

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

WITHDRAWAL OF PROPOSALS:

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

OPENING OF PROPOSALS:

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

REJECTION OF PROPOSALS:

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

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

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

NO LOBBYING:

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

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF SERVICES

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

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

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

Objectives:

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

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

Lease Terms:

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

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

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

Outfitter Operation:

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

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

Background Information:

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

The Facility:

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

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

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

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

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

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

Signage:

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

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

Operating Hours:

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

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

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

The City Reserves the Right to:

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

Equipment Rentals:

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

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

Taxes:

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

Maintenance:

Successful proposer shall be responsible for the following:

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

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

Parking:

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

Employee Standards:

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

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

Rental Inspection/Pricing:

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

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

Proposal Requirements:

Any and all offers must include the following:

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

Background Checks:

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

[Remainder of this page left intentionally blank]

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

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

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

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SECTION 5 – GENERAL TERMS AND CONDITIONS

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

1. ACCEPTANCE BY CITY

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

2. ADDENDA

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

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

3. ANTI-COLLUSION STATEMENT

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

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

4. APPLICABLE LAWS

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

5. ASSIGNMENT

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

6. AWARDS

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

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

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

7. CONE OF SILENCE

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

8. CONTRACT

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

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

9. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

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

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

10. BID RETURNS

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

11. BID PROTEST

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

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

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

12. BID/PROPOSAL TABULATION

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

13. BONDS

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

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

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

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

15. CHANGE ORDERS

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

16. CONDUCT OF BIDDERS/PROPOSERS

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

17. CONFLICT OF INTEREST

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

18. CONFLICT OF INSTRUCTIONS

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

19. CONTRACT OBLIGATION

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

20. CONTRACT RENEWALS

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

21. COOPERATIVE PURCHASING

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

22. COPYRIGHT AND PATENT RIGHTS

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

23. COST INCURRED BY BIDDER/PROPOSER

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

24. DEFAULT PROVISIONS

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

25. DELIVERY OF GOODS/SERVICES

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

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

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

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

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

26. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER

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

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

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

27. DISCLOSURE OF CONFLICTS

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

28. DISQUALIFICATION OF BIDDER/PROPOSER

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

29. EVALUATION

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

30. EVALUATING RFPs/RFSQs/ITNs

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

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

31. EXCEPTIONS TO SPECIFICATIONS

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

32. FACILITIES

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

33. FAILURE TO RESPOND

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

34. GOVERNING FORMS

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

35. GOVERNING LAW

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

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

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

36. GRANT FUNDING

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

37. HIPAA COMPLIANCE

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

38. IDENTICAL TIE BIDS

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

39. INDEMNIFICATION/HOLD HARMLESS

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

40. INDEPENDENT CONTRACTOR

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

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

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

41. INSPECTIONS AND TESTING

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

42. INSURANCE

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

43. INSURANCE CANCELLATION

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

44. INVOICES AND PAYMENTS

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

45. IRREVOCABILITY OF RESPONSES

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

46. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

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

47. LEGAL REQUIREMENTS

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

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

48. LICENSES, PERMITS AND TAXES

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

49. LITERATURE (if applicable):

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

50. MAINTENANCE

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

51. NAME BRANDS

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

52. NON DISCRIMINATION

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

53. NON-EXCLUSIVITY OF CONTRACT:

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

54. NOTICE TO CONTRACTOR

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

55. OPTIONAL CONTRACT USAGE

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

56. PATENTS/COPYRIGHTS

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

57. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

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

58. PREPARATION OF RESPONSES

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

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

59. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

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

60. PRICING

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

61. PROTECTION

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

62. PROPRIETY INFORMATION

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

63. PUBLIC ENTITY CRIMES

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

64. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

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

65. PURCHASE ORDER AND DELIVERY

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

66. QUESTIONS, INTERPRETATIONS

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

67. QUALITY

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

68. RIGHT OF WITHDRAWAL

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

69. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

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

70. RIGHT OF NEGOTIATION RFP/RFSQ/ITN

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

71. RECORDS/AUDIT

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

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

72. RECYCLED MATERIALS

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

73. REQUEST FOR ADDITIONAL INFORMATION

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

74. REJECTING OF RESPONSES, REBIDDING

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

75. REVIEW OF RESPONSES/SUBMISSIONS

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

76. RULES, REGULATIONS AND LICENSING REQUIREMENT

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

77. SAMPLES

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

78. SEPARATION AND DISTRIBUTION

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

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

www.demandstar.com.

79. SEVERABILITY

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

80. SIGNATURE REQUIRED

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

81. SIGNED RESPONSE CONSIDERED AN OFFER

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

82. SILENCE OF SPECIFICATIONS

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

83. STATE LICENSING REQUIREMENTS

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

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

84. SUBCONTRACTING:

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

85. SUPPLEMENTAL MATERIALS

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

86. TAXES

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

87. TERM CONTRACTS

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

88. TERMINATION

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

89. TERMINATION - NOTICE

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

90. TITLE TRANSFER

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

91. USE OF SOLICITATION FORMS

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

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

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

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

92. VARIANCES

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

93. WAIVER OF IRREGULARITIES

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

94. WARRANTIES

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

95. PUBLIC RECORDS COMPLIANCE

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

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

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

96. NON-EXCLUSIVITY:

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

97. LOCAL PREFERENCE:

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

(a) Competitive Bids

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

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

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

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

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

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

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

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

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

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

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

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

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

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

98. INSURANCE REQUIREMENTS

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

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

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

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

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

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PRECEDENCE IN TERMS:

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

PERIOD OF OFFER VALIDITY:

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

CONTRACT TERM / COMPLETION TIME:

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

ELIGIBILITY OF PROPOSER:

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

[Remainder of this page left intentionally blank]

SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS

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

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

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

TABLE OF CONTENTS:

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

TAB A – STATEMENT OF INTEREST:

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

TAB B – FIRM AND STAFF QUALIFICATIONS and REFERENCES:

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

Include the following information about your firm in the proposal:

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

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

TAB C – LICENSES/INSURANCE:

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

TAB D – FINANCIAL STABILITY/LITIGATION:

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

TAB E – OPERATING PLAN:

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

TAB F – MARKETING PLAN:

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

TAB G – FINANCIAL PLAN:

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

TAB H – PROPOSED MONTHLY LEASE FEE:

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

TAB I – REQUIRED DOCUMENTS:

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

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

[Remainder of this page left intentionally blank]

SECTION 8 – EVALUATION OF PROPOSALS

EVALUATION CRITERIA:

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

EVALUATION CRITERIA FOR WRITTEN PROPOSALS

CATEGORY SCORE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Financial Plan (20 points)

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

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

D. REFERENCES: (Max 5 points overall)

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

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

Total Maximum Points (100 points)

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

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

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

RFP EVALUATION SCHEDULE:

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

EVALUATION PROCEDURE:

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

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

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

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

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

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):

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

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

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

FINAL RANKING AND RECOMMENDATION FOR AWARD:

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

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

[Remainder of page intentionally left blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

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

BY: _____
Proposer

Authorized Signature

_____ Date

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER’S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

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

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM ACKNOWLEDGEMENT

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

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

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

Name of Business

Authorized Signature

Date

Print Name

STATE OF _____ COUNTY OF _____

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

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

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

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

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

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

Name of Firm: _____

By: _____
(Name and Title)

Date: _____

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

Notary Public, State of

This document must be completed and returned with your Submittal

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

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

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

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

(Authorized Signature)

(Date)

(Print Name)

STATE OF _____ COUNTY OF _____

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

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

This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

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

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

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.8 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

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

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

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

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

FEIN (Federal Employer Identification Number): _____

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

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

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

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
 - The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

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

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

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal



FORM 9.9 - VENDOR APPLICATION

**City of Port Orange
Vendor Application**

City of Port Orange

Attn: Lisa Pallante

(386) 506-5712

lpallante@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Date: _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

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

ADDRESS: _____

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

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

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

E-MAIL ADDRESS: _____

(Authorized Company Representative)

COMPANY STATUS:

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

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

ATTORNEY TRUST ACCOUNT NAME: _____

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

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

*** NOTE TO VENDORS***

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

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

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

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

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

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

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

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

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title: _____

Commodity/Services _____

This document must be completed and returned with your Submittal

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

This document must be completed and returned with your Submittal



EXHIBIT I - MONTHLY LEASE FEE PROPOSAL
RFP # 16-27
WATER RECREATION RENTAL OPERATIONS

(Include under Tab H of Proposal)

NAME OF BUSINESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

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



CITY OF PORT ORANGE

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

ADDENDUM NO. 1

July 11, 2016

RFP 16-27 WATER RECREATION RENTAL OPERATIONS

To All Bidders:

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

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

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

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

License Lease Terms:

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

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

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

Outfitter Operation:

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

The Facility:

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

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

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

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

Signage:

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

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

Operating Hours:

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

Maintenance:

Successful proposer shall be responsible for the following:

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

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

END OF ADDENDUM NO. 1

Sandy Point Progressive Sports

Proposal

Water recreation rental operations

Mike Klein
7/11/2016

Table of contents

Page

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

Tab A: Statement of interest

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

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

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

In conclusion, in this proposal for RFP #16-27 Water Recreation Rental Operations, we will not only express our interest to operate this rental operation, but we will also provide information that will show we have the financial capability, experience, knowledge, passion and staff to operate the rental operation.

Name: _____ Signature: _____

Tab B: Firm and staff qualifications

Founded in 1983 Sandy Point Progressive Sports has professionally served our community in the retail sales of kayaks, sailboats, windsurfing, surfing and other watersports equipment for over 30 years. In addition, we also set up community events on an annual, monthly and weekly basis to help educate and train our community on proper water safety, equipment instruction and environmental awareness. These events have included, but not limited to, free kayak demo's, free sup demo's, eco tours, kayak and sup tours, competitive watersports events, windsurfing and kitesurfing instruction. We are committed to the promotion and safety of water sports activities.

The Riverwalk Park is located on the back yard of Sandy Point Progressive Sports. Our previous location of almost 20 years was located just a few blocks north of the Riverwalk Park on the water. For that period of time we successfully operated, without incident, kayak and windsurfing rentals, tours and lessons on that stretch of the ICW. Our staff has spent years, then and now, kayaking and sailing up and down that portion of the ICW and the surrounding islands.

During that time we operated a kayak rental concession with over 20 kayaks. Our staff was trained and operated in the highest regard to safety. On a daily basis our staff assisted renters with: Choosing the correct kayak for their size and experience, inspecting the kayak to make sure it was suited for rent and had all the proper safety equipment, making sure the renter had proper footwear, reviewing with the renter the proper procedure for entering and exiting the kayak, giving the renter an overview of the waterway including areas to avoid and points of interest, assisting the renter to the water and making sure the renter successfully launches and is in proper kayaking form. Our passion and attention to water safety and promotion of the watersports we rent is evident in our 30 plus years of a successful rental operation from our facility without incident.

We have some of the most dedicated and professional staff in the area. Our primary staff has been with Sandy Point for 10-20+ years and our average employee stays with us for 5-6 years. We employ only the most professional personnel in our industry that have the highest knowledge and passion of the water sports equipment we sell and rent.

We have no previous contracts with any cities or counties in regards to a rental concession. However, we have successfully organized and partnered with several

private organizations in which we setup and operated large competitive events. For these events we organized the finances, marketing, operations, equipment, staffing and personally operated the events day to day. These events have included the several Kona Worlds Competitions, an event that brought competitors from around the world to the Florida Keys for a week long competition. We also organized a West coast tour of competitive events that had a dozen stops along the West coast of the US, including several demos around the US for multiple sporting activities.

Our ability to setup, staff and manage a water recreation rental operation at the Riverwalk Park will hopefully be evident in our 30 plus year of experience.

Tab C: License/Insurance



2016 Florida Annual Resale Certificate for Sales Tax

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2016

DR-13
R. 10/15

Business Name and Location Address

Certificate Number

SANDY POINT PROGRESSIVE SPORTS INC
3090 S RIDGEWOOD AVE
SOUTH DAYTONA, FL 32119-3546

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer**, use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller**, you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

Seller Certificate Verification – Verify resale or exemption certificates using a customer's sales tax certificate number:

- Phone: **877-FL-RESALE** (877-357-3725)
- Online: Go to www.myflorida.com/dor and select "More e-Services" and then "Verify resale and exemption certificates"
- Mobile App: **Florida Tax (FL Tax)** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer's *Florida Annual Resale Certificate*.



**CITY OF SOUTH DAYTONA
LOCAL BUSINESS TAX RECEIPT**

SUBJECT TO
LOCAL BUSINESS
TAX RECEIPT ORDINANCE

VALID PERIOD: 10/01/2015-09/30/2016

BUSINESS CLASSIFICATION

MERCHANTS WHOLESale RETAIL
RETAIL SALES-SPORTING GOODS
300,000 INVENTORY
SIGNS OVER 15 S.F.(1)

ACCOUNT ID RECEIPT NUMBER

██████████ ██████████

AMOUNT DUE: IF PAID BY:

260.00 SEPT. 30

LOCATION

3090 RIDGEWOOD AVENUE

ISSUED TO

SANDY POINT PROGRESSIVE SPORTS
GOTTLIEB, STEVE AND MARTY
SANDY POINT PROGRESSIVE SPORTS
3090 S RIDGEWOOD AVENUE
SOUTH DAYTONA, FL 32119

BUSINESS TAX ADMINISTRATOR

PAID NOV 30 2015

POST IN CONSPICUOUS PLACE AT BUSINESS LOCATION

2015/2016

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, Deland, FL 32720 - 386-736-5938



Volusia County
FLORIDA

Receipt # [REDACTED] Expires: September 30, 2016
Business Location: 3090 S RIDGEWOOD AV
Business Name: SANDY PT PROGRESSIVE SPORTS
Owner Name: POINT PROGRESSIVE SPORTS SANDY
Mailing Address: 3090 S RIDGEWOOD AVE
SOUTH DAYTONA, FL 32119

BUSINESS TYPE	CODE	COUNT	TAX
Retail / Wholesale Sales	482	10	\$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**



CERTIFICATE OF LIABILITY INSURANCE

SANDY-3

OP ID: SZ

DATE (MM/DD/YYYY)
07/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of Florida, Inc.
Daytona Beach Office
P.O. Box 2412
Daytona Beach, FL 32115-2412
Joann Keenan

CONTACT NAME: STEPHANIE REYNOLDS
PHONE (A/C No. Ex): 386-239-4058 FAX (A/C No.): 386-323-9110
E-MAIL ADDRESS: SREYNOLDS@BBDBAYTONA.COM

INSURED
SANDY POINT PROGRESSIVE SPORTS
AEROTECH SAILS, INC
3090 S. RIDGEWOOD AVE.
SOUTH DAYTONA, FL 32119

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Westfield Ins Co	24112
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR DVSZ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO ☐ LOC ☐ OTHER		CWP7706040	09/17/2015	09/17/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ RETENTION \$ NONE		CWP7706040	09/17/2015	09/17/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Marty

From: donotreply@sunbiz.org
Sent: Thursday, April 23, 2015 1:39 PM
To: marty@progressivesports.com
Subject: Sunbiz.org Payment Receipt

Thank you for submitting your payment to Florida Department of State,
Division of Corporations. This email will serve as confirmation that your
payment was received by our office.
Your filing will be posted on our website <http://www.sunbiz.org/> within 1-
3 business days.

The transaction information is listed below:

Receipt Number: [REDACTED]
Transaction Date/Time: 04/23/2015 01:38 PM
Card Number: [REDACTED] 6986
Card Type: MC
Approval Code: 854238
Payment Amount: \$150.00
Tracking Number: [REDACTED]
Document Number: [REDACTED]

Tab D: Financial Stability/Litigation

In the past 5 years no litigation or proceedings have been ruled against Sandy Point Progressive Sports, Inc.

There have been no government contracts that have been awarded to Sandy Point Progressive Sports, Inc. that have been terminated in default or convenience.

Tab E: Operating Plan

Objective:

Serve the general public as a full service outfitter of non-motorized water sports equipment at the Riverwalk Park, 3441 South Ridgewood Ave, Port Orange, FL , 32127. Market and operate a water recreation rental operation and promote water safety while providing a fun and professional atmosphere.

Staff:

Sandy Point Progressive Sports will employ and provide one staff member to operate the water recreation rental operation for the term of the lease. This staff member will meet all current requirements of any staff member of Sandy Point Progressive Sports. Sandy Point Progressive Sports will have additional staff members to support the primary staff member during lunch periods, sick days, time off and during times of high volume when additional staff is required.

Equipment:

Sandy Point Progressive Sports will provide kayaks, stand up paddle boards and small sailing crafts as needed to supply the demand of the rental concession. As demand increases or decreases equipment will added or removed from the fleet. All equipment will be supplied at the expense of Sandy Point Progressive Sports and secured onsite at the Riverwalk Park.

All equipment will be of the “sealed hull” type to insure the highest safety to the renters. All equipment will be continuously inspected for damage or defects that would jeopardize the safety of the renter and will be replaced or repaired as needed at the expense of Sandy Point Progressive Sports.

Safety equipment will be provided by Sandy Point Progressive Sports and all crafts will comply with any and all coast guard regulations upon entering the water. All safety equipment will be continuously inspected for damage or defects that would jepordize the safety of the renter and will be replaced or repaired at the expense of Sandy Point Progressive Sports. Additional equipment and supplies that would add to the safety and well being of the renter will be sold onsite. Additional equipment and supplies include: proper water shoes, sunscreen and water.

Rental Pricing:

Sandy Point Progressive Sports will use its current pricing structure for kayak, sup and small sailing craft rentals. This pricing will remain unchanged and in effect for the term of this lease.

Kayaks	Single Kayak	Tandem Kayak	Hobie Single Mirage Kayak
Per hour	\$20	\$30	\$40
Stand up paddle boards	Standard		
Per hour	\$20		
Windsurfer	Standard		
Per hour	\$35		
Small Sailing Craft	Standard		
Per hour	\$50		

Rental Procedures:

All staff will be required and trained to follow a strict guideline for renting equipment. This guideline is outline below:

1. Greet all potential renters with a professional and courteous attitude.
2. Require all renters to properly fill out Sandy Point Progressive Sports waiver forms.
3. Make sure all minors are accompanied by an adult who can cosign the rental waiver forms.
4. Obtain payment and a deposit for all vessels rented.
5. Fit all renters with the proper fitting life vest and explain the vest must be worn at all times.
6. Make sure all renters have the proper footwear.
7. Remove vessels from rack and review the vessels features and proper standing/sitting and paddling techniques. If a sailing craft is being rented, previous sailing knowledge is required and renter must be questioned about sailing experience. Questions will be in detail and only qualified sailors should be able to appropriately respond.
8. Accompany renter to the launch with the vessel.
9. Educate and the renter about the local waterway including all hazards, points of interest and waypoints for navigation.
10. Make sure renter is aware of their launch time and required return time.
11. Help renter launch.

12. A returning renter should be helped back into the launch area or immediately greeted if they have already returned.
13. Renter should be questioned about their experience and if they experienced any troubles.
14. Rental equipment should be checked in for any damage or missing pieces.
15. Renter may be returned their deposit slip if all equipment is returned in satisfactory condition. Only major damage or missing pieces should be considered when returning deposit.
16. Rental equipment must be cleaned and inspected before returning to the rental rack to ensure all equipment is suitable for further rental.

Below are copies of the waiver forms provided by our insurance company that will be used in the water recreation rental operation.

14 | Page



Sandy Point Progressive Sports
3090 S. Ridgewood Ave. S. Daytona, FL 32119



PROTECTIVE HEADGEAR REFUSAL AGREEMENT

Please read and be certain you understand the implications of signing.

I, FOR MYSELF AND/OR ON BEHALF OF MY CHILD OR LEGAL WARD, HAVE BEEN FULLY WARNED AND ADVISED BY SANDY POINT PROGRESSIVE SPORTS THAT WE SHOULD WEAR A PROPERLY FITTED HELMET IN ORDER TO REDUCE SOME OR ALL OF OUR HEAD INJURIES AS THE RESULT OF A FALL OR ANY OTHER OCCURRENCE ASSOCIATED WITH THIS HAZARDOUS ACTIVITY. WE REALIZE WE ARE SUBJECT TO INJURY FROM THIS ACTIVITY WHICH WE ARE EXPOSING OURSELVES PURELY VOLUNTARILY.

AGAINST THIS ADVICE, WE ARE REFUSING THIS CRITICAL SAFETY PRECAUTION.

I/WE THE UNDERSIGNED, HAVE READ THE FOREGOING STATEMENT AND DO UNDERSTAND IT'S WARNINGS AND ASSUMPTION OF RISKS.

S/

Signature of Adult Rider

Name of Adult Rider (Please Print)

Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as a Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/

Signature of Parent or adult age legal
Guardian if Participant is a Minor, and
By their signature, they on my behalf
Release all claims that both they and
I have

Name of Parent or adult legal Guardian
(Please Print)

Date

Minor's Full Name

Date

RJ520 (03/2016)



Sandy Point Progressive Sports
3090 S. Ridgewood Ave, S. Daytona, FL 32119



Declaration of Fitness To Use The Rental Equipment

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during activities:

Epilepsy, fits, severe head injury, recurrent blackouts or dizziness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of activities, I will notify the instructor / guide / employee of the insured immediately and before moving away from the immediate vicinity.

I have read the above Declarations, understand them, and I agree to be bound by them.

S/ _____ Name of Adult Participant (Please Print) _____ Date _____ Signature of Adult Participant

Address of Adult Participant _____ Contact No# _____

S/ _____ Name of Parent or Guardian (Please Print) _____ Date _____ Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have

Address of Parent or Guardian _____ Contact No# _____

Name of Minor (Please Print) _____ Date _____

.....
If you cannot sign the above declaration because of any of the above conditions, you must notify the Instructor / Guide / Employee of the insured immediately before you use the equipment or commence any activities.
.....

Attention of the Authorised Insured Only (Counter-Sign upon full and correct completion)

S/ _____ Name of Authorised Insured (Please Print) _____ Date _____ Counter-Signature of Authorised Insured

R/126 (03/2006)

Tab F: Marketing Plan

Sandy Point Progressive Sports will be marketing a water recreation rental operation located at the Riverwalk Park to two primary markets; the local community and the tourism market. Given the success of our current rental operation we will extend our current marketing plan to include the Riverwalk Park as a rental location. This will be most effective as a large portion of the inquiries we receive are looking for a location on the water.

Marketing Strategies:

1. Produce and distribute kayak rental cards to be placed in hotels along beachside. Rental Card printing and distribution cost per year \$400.
2. Discovery Maps: We will have the Riverwalk Park Rental Location added to the Discovery Maps which is free map that is distributed to hotels and businesses in Volusia county. This is an annual fee of \$655.
3. Website page and online marketing. We will add the location of the Riverwalk Park to our website and continue to promote that page through an online pay per click campaign targeting the following keywords 'Daytona Kayak Rental', 'Daytona SUP Rental', 'Daytona Boat Rental'. Current annual budget \$1000.
4. Listing and promotion of the Riverwalk Park as a kayak rental location on the website www.Florida-Kayak-Tours.com. Current annual listing fee is \$99.

Tab G: Financial Plan

Given Sandy Point Progressive Sports current rental operation revenue we have extended out a 2 year financial plan based on the increase in rental operations revenue for the proposed water recreation rental operations.

2 Year Financial Plan	
Startup Expenses/ Assets	
Kayaks	\$4,740.00
SUP's	\$4,104.00
Windsurfing equipment	\$2,700.00
Small sailing craft	\$2,564.00
Total Assets	\$14,108.00
Expenses	
Employees	\$36,000.00
Lease	\$4,800.00
Advertising	\$4,308.00
Asset depreciation	\$5,643.20
Total Expenses	\$50,751.20
Income	
Projected rental sales	\$57,000.00
Projected accessory sales	\$8,640.00
Total Income	\$65,640.00
Projected Net Income	\$14,888.80

Tab H: Proposed Monthly Lease Fee

RFP #16-27

Water Recreation Rental Operations

Name of Business:	Sandy Point Progressive Sports
Contact Person:	Mike Klein
Email Address:	mike@progressivesports.com
Authorized Signature:	

Proposed Monthly Lease Fee		Fee Per Month
1	Lease Fee per Month	\$200.00
Annual Lease(Monthly Lease Fee x 12 Months)		\$2400.00

ADDENDUM TO LICENSE AGREEMENT

THIS **ADDENDUM TO LICENSE AGREEMENT** ("Addendum") is made and entered into this day of May, 2017, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"), and Sandy Point Progressive Sports, Inc., whose mailing address is 3090 S. Ridgewood Avenue, S. Daytona, FL 32119, ("Licensee"). ^{16th}

PREMISES

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

Cynthia K. Rivera
Printed Name: Cynthia K. Rivera

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Cynthia K. Rivera
Printed Name: Cynthia K. Rivera

Barbara J. Abbate
Printed Name: Barbara J. Abbate

LICENSOR:

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: Donald O. Burnette
Donald O. Burnette, Mayor

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

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 16 day of May, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☒ is personally known to me, or ☐ has produced _____ as identification.

 **BARBARA J. ABBATE**
MY COMMISSION # GG 074818
EXPIRES: April 26, 2021
Bonded Thru Budget Notary Services

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

 **BARBARA J. ABBATE**
MY COMMISSION # GG 074818
EXPIRES: April 26, 2021
Bonded Thru Budget Notary Services

Barbara J. Abbate
Notary Public, State of Florida at Large
Printed name, commission and expiration:

Katie Sawicki
Printed Name: _____

Katie Sawicki
Printed Name: _____
Mike Klein

Steven B. Gottlieb
Steven B. Gottlieb, President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 5 day of May, 2017, by Steven B. Gottlieb, as President of Sandy Point Progressive Sports, Inc., a Florida corporation, on behalf of the corporation, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☒ is personally known to me, or ☐ has produced _____ as identification.

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



CURTIS GLENN RANSOM
MY COMMISSION # FF 927714
EXPIRES November 17, 2018
Sandy Point Progressive Sports, Inc.

EXHIBIT "A"

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

Full Parcel ID:

03-16-33-10-01-0011

Short Parcel ID:

6303-10-01-0011

Legal Description:

A portion of the Parcel ID listed above.

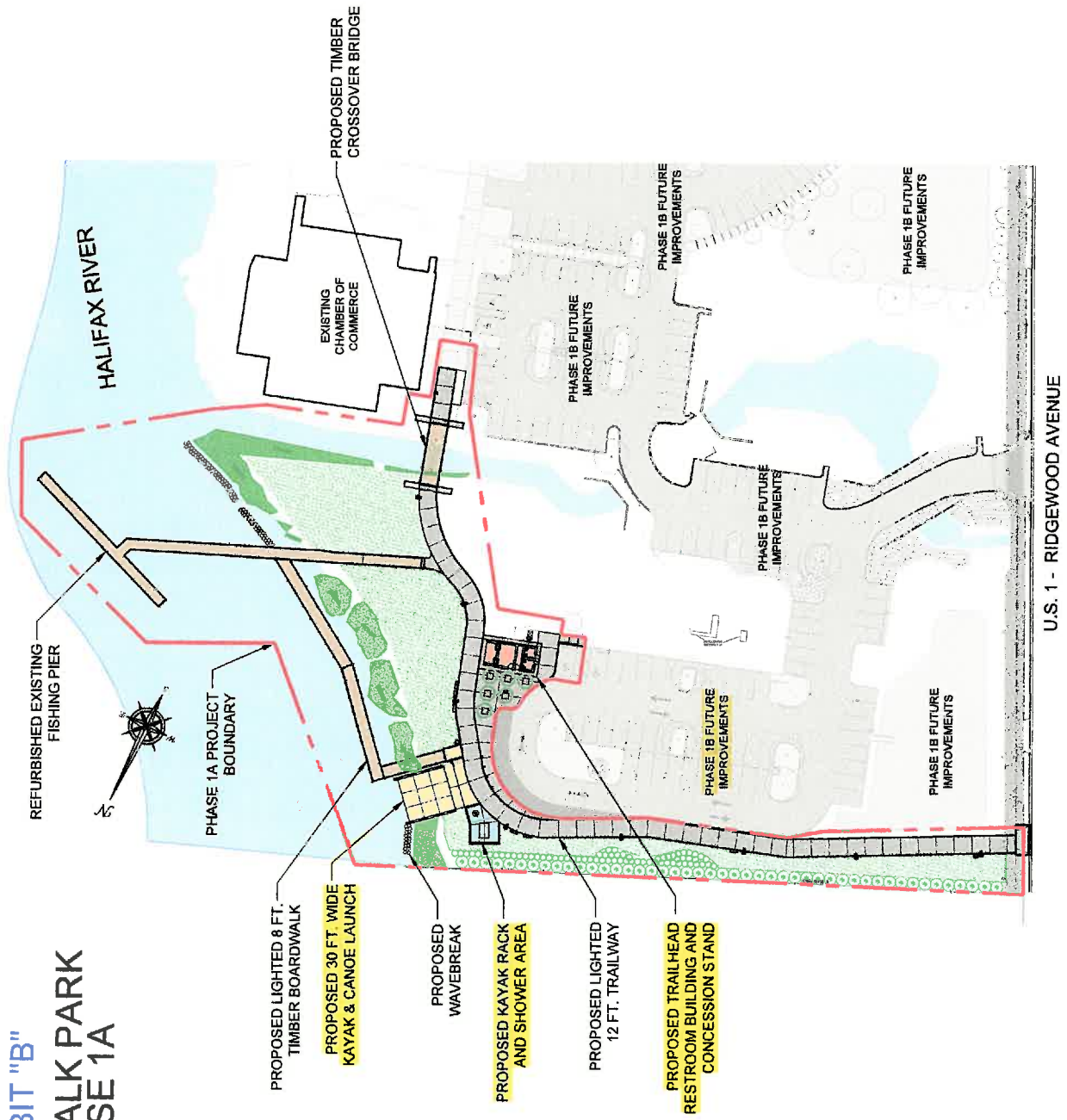
EXHIBIT "A"



EXHIBIT "B"
RIVERWALK PARK
PHASE 1A

Dredging & Marine Consultants

DMC
ENGINEERS • SCIENTISTS



Extension 1
w/2
2 year extensions
Sept 6, 2018
thru
Sept 5, 2020

**EXTENSION NO. 1
TO LICENSE AGREEMENT DATED SEPTEMBER 6, 2016**

THIS EXTENSION NO. 1 OF LICENSE AGREEMENT ("Extension") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 ("Licensor"), and **SANDY POINT PROGRESSIVE SPORTS, INC.**, whose mailing address is 3090 S. Ridgewood Avenue, S. Daytona, Florida 32119, ("Licensee"). The Licensor and the Licensee are hereinafter collectively referred to as the "Parties."

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

WHEREAS, on the 6th day of September 2016, the Licensor granted to the Licensee a license to access the Subject Property described on Exhibit "A" to the License Agreement, and to the non-exclusive use of the License Areas, as shown on Exhibit "B" to the License Agreement, subject to the terms and conditions contained within the License Agreement, for the purpose of operating a water recreation rental operation ("License") for a period of two (2) years with two optional two (2) year extensions thereafter; and

WHEREAS, on the 16th day of May 2017, the Parties entered into an Addendum to the License Agreement to provide for a four (4) month credit of the monthly license fee in consideration for the interruption caused by the construction of Phase II of the Licensor's Riverwalk Park project; and

WHEREAS, the Parties desire to extend the Agreement for an additional two (2) year term as provided for in the License Agreement; and

WHEREAS, the Port Orange City Manager has determined that the execution of this Extension No. 1 is beneficial to the citizens of the City of Port Orange.

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

1. Term: Notwithstanding the date of execution, the term of this Extension No. 1 is hereby extended for two (2) years, commencing on September 6, 2018 and continuing until September 5, 2020.

2. All other terms and conditions of the License Agreement shall remain in full force and effect.

3. Authority to Sign. Each person signing this Extension warrants that he or she is duly authorized to do so and to bind the respective party to the Extension.

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

Witnesses:

[Signature]

Printed Name: Mike Klein

Printed Name: _____

LICENSEE:

**SANDY POINT PROGRESSIVE SPORTS, INC.
FLORIDA**

By: [Signature]

Robert Gilmore, Managing Member

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

Date: 10/11/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11 day of Oct, 2018, by Robert Gilmore, as Managing Member of Gentry Oil, LLC, a Florida corporation, and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



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

[Signature]

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

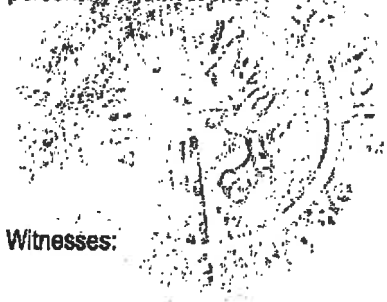
Witnesses:

Savannah Sharp
Printed Name: Savannah Sharp

D. Massey
Printed Name: Deanna Massey

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18th day of October, 2018, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Witnesses:

Savannah Sharp
Printed Name: Savannah Sharp

D. Massey
Printed Name: Deanna Massey

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18th day of October, 2018, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



SAVANNAH SHARP
Commission # GG 283816
Expires October 1, 2022
Bonded thru Budget Notary Services

LICENSOR:

CITY OF PORT ORANGE
a chartered municipal corporation

By: Donald O. Burnette
Donald O. Burnette, Mayor

Date: 10/18/18



SAVANNAH SHARP
Commission # GG 283816
Expires October 1, 2022
Bonded thru Budget Notary Services

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

ATTEST:

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

Date: 10/18/18

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/16/2018

Consent item: Yes

SUBJECT: (B14) Renewal #1 of the License Agreement with Sandy Point Progressive Sports LLC for water recreation services at Riverwalk Park

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve the license agreement renewal with Sandy Point Progressive Sports LLC, authorize the City Manager to approve any future renewals and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: September 2016 the city entered into a license agreement with Sandy Point Progressive Sports LLC for water recreational services at Riverwalk Park. The agreement has two- 2 year renewal options. The Parks & Recreation Department is requesting that the agreement be renewed for an additional two years leaving one two year renewal option available. Staff recommends approval.

Project No.: Funding Account No.: 103.-0000-362.14-00

ATTACHMENTS:

1.	Extension No. 1 - Sandy Point License Agreement - 10.3.18	Extension No. 1 - Sandy Point License Agreement - 10.3.18.pdf
2.	Sandy Point ExecutedLicense Agreement 9-6-16	ExecutedLicense AgreementSP.pdf

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

Created/Initiated - 09/19/2018
Approved - 09/19/2018
Approved - 10/01/2018
Approved - 10/03/2018
Approved - 10/04/2018
Final Approval - 10/05/2018

Kayak / SUP Locker Program

	Per Month	Annual	Locker Size
SUP Locker	\$25	\$240	13'x36"x13"
Kayak Locker	\$35	\$360	13'x36"x21"

- *All new accounts are setup on an auto pay basis only with a valid credit card.
- * Fees are due at the beginning of each lease period unless otherwise canceled.
- *Paid leases are non-refundable unless leased services cannot be provided.
- * If payment is declined for upcoming lease period there will be a 10 day grace period to correct payment options otherwise locker will be locked out.
- *Lockers 60 days delinquent on payment will forfeit all contents of locker.
- * All items stored at renters risk. Sandy Point and The City of Port Orange is not responsible for theft or damage
- *Advertised locker size is internal dimension
- * Locks are not provided, Master Lock Model 40DPF suggested

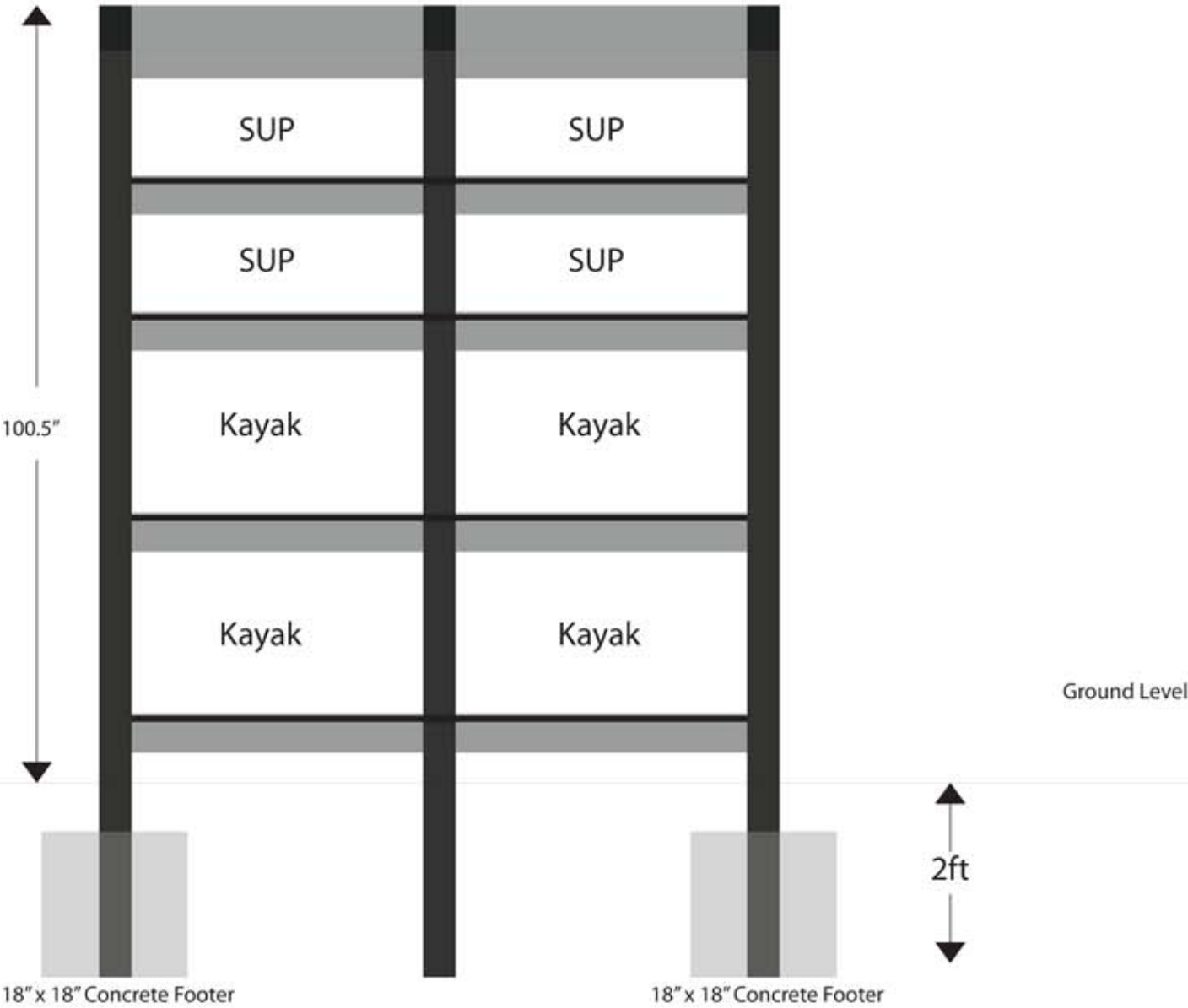
Locker Rules

- Lockers are for kayaks and SUPs only
- Only one kayak or SUP per locker
- Do not store paddles or life vests in locker
- Remove all loose objects from kayak or sup
- Sit on top kayaks, remove framed seat and 4 point harness seat
- Remove all perishable items, fishing gear and bait from kayak or sup
- Clean off your kayak or SUP before storing. Do not store sandy or muddy

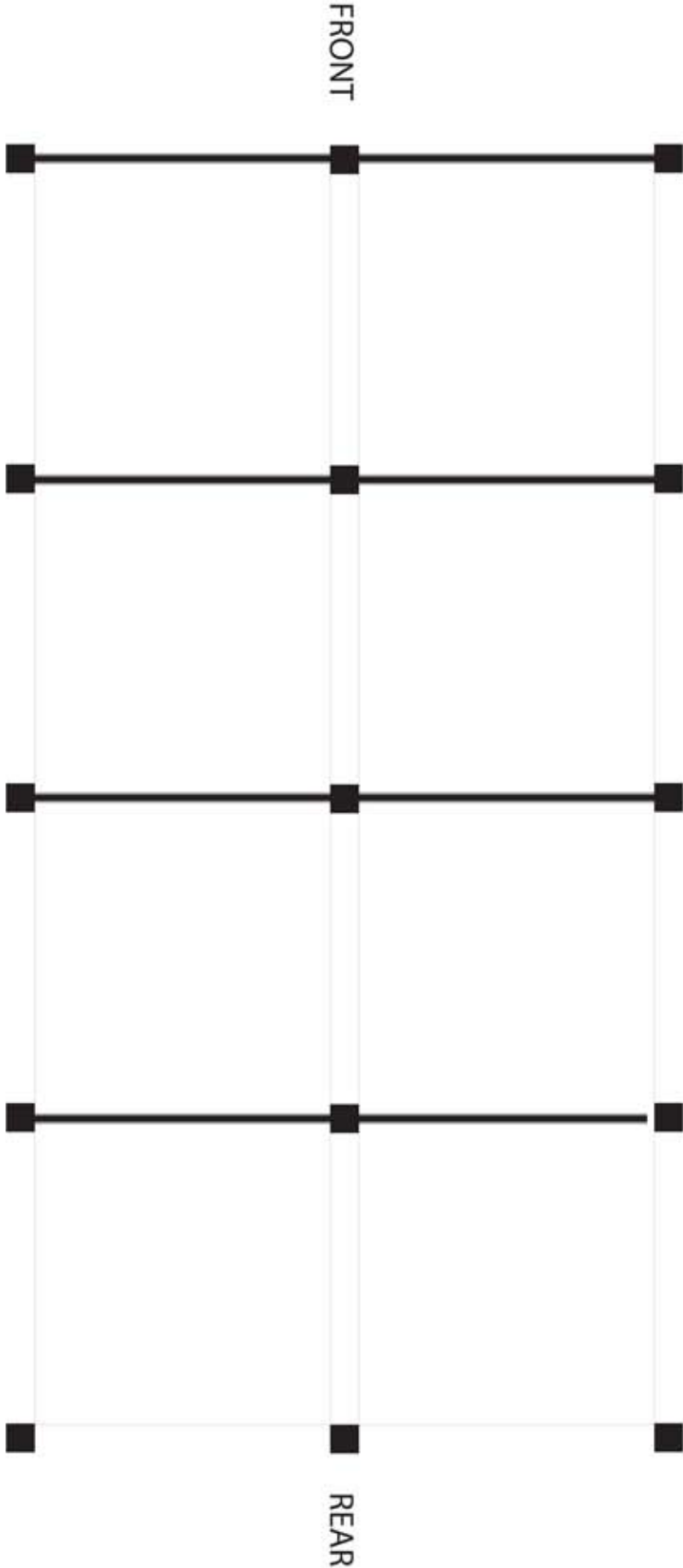
Locker General Construction Details

- **Framing and siding materials will all be pressure treated wood**
- **Frame to ground will be 4x4 posts**
- **Roof framing will be 2x6 lumber**
- **Roofing will be corrugated galvanized steel roof panels with drip edging**
- **Side walls will be 2x6 decking**
- **Front doors will flip down. Door material will be marine starboard**
- **Front doors will have internal stainless steel hinges with dual lock positions (one lock position for customers lock, second lock position for lockout purposes)**
- **Internal rollers will be $\frac{3}{4}$ " galvanized pipe with a PVC pipe sleeve over top to provide smooth rolling**

Front View Withoout Doors



View Top: Post layout with internal roller bars



Side View

160"

3.1 degrees of slope

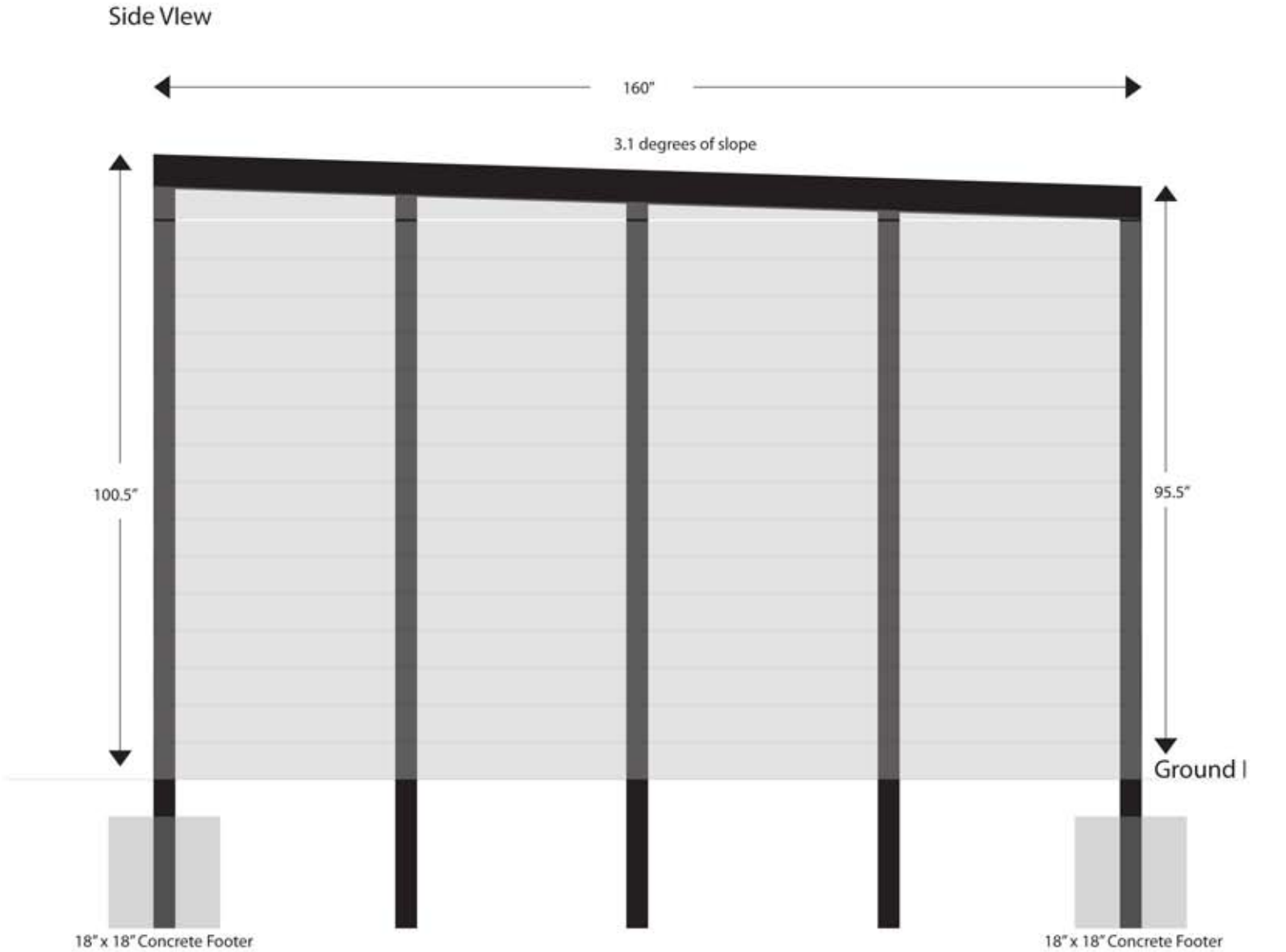
100.5"

95.5"

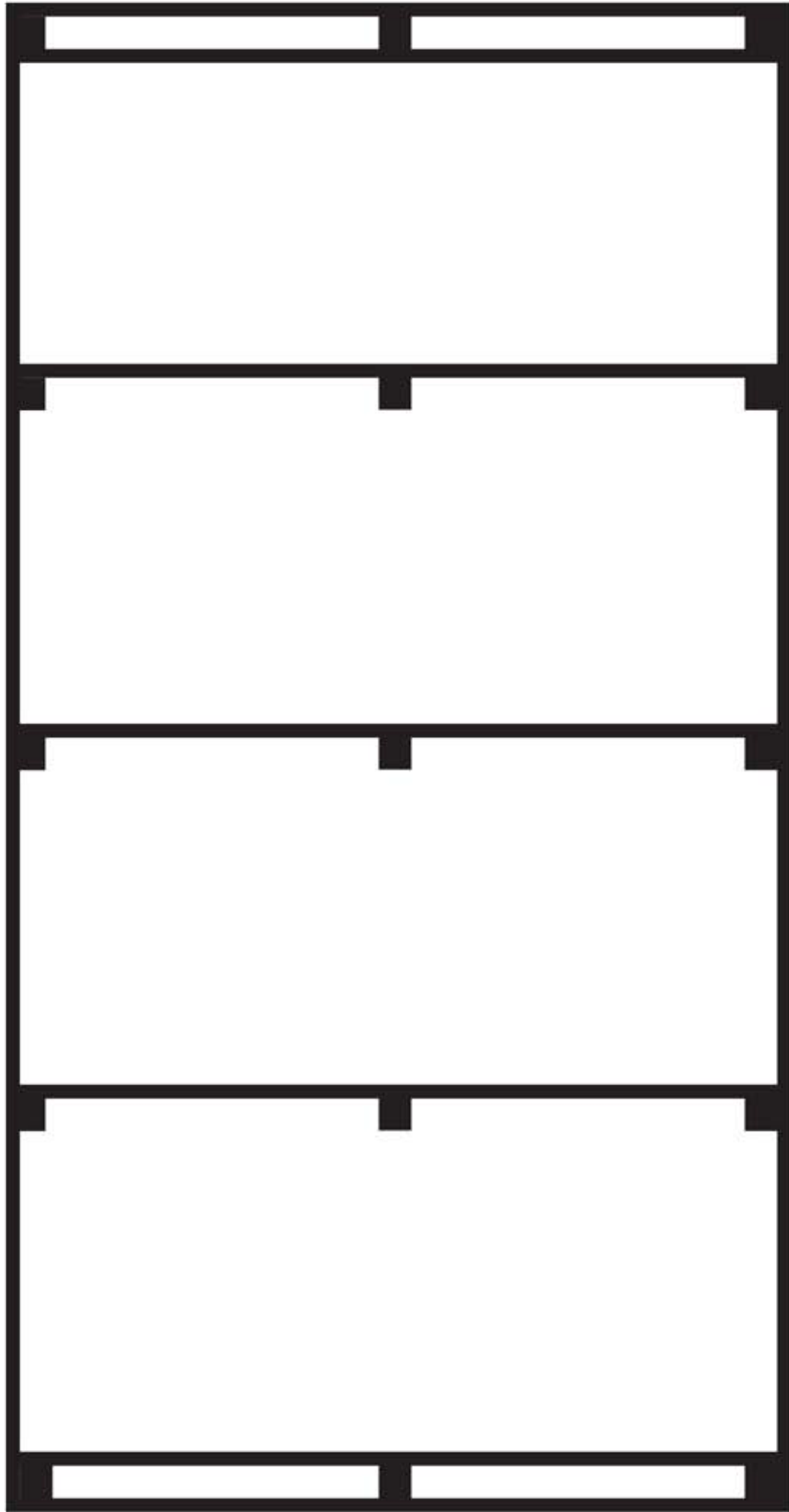
Ground l

18" x 18" Concrete Footer

18" x 18" Concrete Footer



View Top: Roof Trusses [2x6 PT attached to 4x4 posts]



Sandy Point
Kayak Concession



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/19/2019

Consent item: Yes

SUBJECT: (B8) Release of Access, Drainage, Utilities & Maintenance Easement for Howes Street, between FEC right-of-way and Orange Avenue

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION:

Move to approve Release of the Access, Drainage, Utilities & Maintenance Easement on Howes Street, between FEC right-of-way and Orange, within the Tanglewood Mobile Estates, and to authorize the Mayor and City Clerk to execute the necessary documents consistent with this agenda item.

SUMMARY: The Community Development Department has received an application to release an easement for an existing 50-foot Access, Drainage, Utilities, and Maintenance Easement over Howes Street, between the FEC railroad and Orange Avenue, within the Tanglewood Mobile Estates mobile home park of record in Official Records Book 7749, Page 4389, Public Records, Volusia County, Florida. The property owner, Tanglewood Mobile Estates, LLC, is requesting the existing easement to be released to resolve title issues.

The Easement Release application and legal description have been reviewed for completeness and accuracy. City Departments have reviewed the Easement Release application and have no objections to releasing the easement of 50 feet in width; in particular, Public Utilities/Public Works which have determined that there is no requirement or particular use for this easement. There are no planned drainage or utility improvements proposed for the subject easement.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Release of Easement	Release of Easement Howes Street -1.pdf
2.	Howes St Easement Release Case Summary	Howes St Easement Release Case Summary.pdf
3.	Howes St Easement Vacation Location Map	Howes St Easement Vacation Location Map.pdf
4.	Howes St Easement Vacation Application	Howes St Easement Vacation Application.pdf
5.	Howes St Existing Easement	Howes St Existing Easement

	Agreement	Agreement.pdf
--	-----------	---------------

Lisa Epstein	Created/Initiated - 10/15/2019
Tim Burman	Approved - 10/16/2019
Shannon Balmer	Approved - 11/8/2019
Jake Johansson	Approved - 11/11/2019
Robin Fenwick	Final Approval - 11/12/2019

Portion of Parcel No. 6310-13-01-0010

Cross Reference to Instrument No. 2019-186161
Official Records Book 7749 Page 4389

RELEASE OF ACCESS, DRAINAGE, UTILITIES,
AND MAINTENANCE EASEMENT

THIS Release of Access Maintenance and Drainage Easement is made this _____ day of _____, 2019, by and between **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, mailing address: 1000 City Center Circle, Port Orange FL 32129, hereinafter “City,” and **Tanglewood Mobile Estates, LLC**, a Florida limited liability company, whose address is 2501 S. Peninsula Drive, Daytona Beach FL 32118, hereinafter “Tanglewood”.

W I T N E S S E T H:

WHEREAS, the Tanglewood is the fee simple owner of the property where the Easement is located said property being graphically depicted and legally described in **Exhibit “A”**, attached hereto and made a part hereof by reference (hereinafter “Property”); and

WHEREAS, on September 18, 2019 Tanglewood granted to the City an *Access Maintenance and Drainage Easement*, that document having been filed of record on September 23, 2019 in Official Records Book 7749, Pages 4389, et seq., Public Records of Volusia County, Florida (hereinafter referred to as the “Easement”); and

WHEREAS, the Easement is graphically depicted and legally described in Official Records Book 7749, Page 4389 of the Public Records Volusia County, Florida; and

WHEREAS, Tanglewood granted the Easement to the City in an effort to provide access to utilities in Howes Street; and

WHEREAS, subsequent to the grant of Easement, it was determined there are no City utilities located in the Easement and it is not anticipated that City utilities would ever be placed within the Easement; and

WHEREAS, Tanglewood, has requested the City release the Easement because there are no City utilities located within the Easement; and

WHEREAS, the specific area of the Easement being released is legally described and graphically depicted on **Exhibit “B”**, attached hereto and made a part hereof; and

WHEREAS, the City, as the owner of the Easement, has determined the release of the easement, as shown on the attached **Exhibit “B”** will not adversely impact the operation and maintenance of drainage facilities on the Property and does not contain any City utilities.

NOW, THEREFORE, in consideration for mutual covenants and consideration otherwise acknowledged, the City of Port Orange, hereby releases to Tanglewood, its successors and assigns forever, the Easement more particularly described and graphically depicted on attached **Exhibit "B."**

IN WITNESS WHEREOF, the City, has executed this Release of the Access Maintenance and Drainage Easement by and through its duly authorized representatives on the day and year first above written.

Signed in the presence of:

CITY OF PORT ORANGE, FLORIDA

a Florida chartered municipal corporation

Witness: _____

Printed Name: _____

Witness: _____

Printed Name: _____

By: _____

Donald O. Burnette, Mayor

Witness: _____

Printed Name: _____

Attest:

Witness: _____

Printed Name: _____

Robin L. Fenwick, MMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing **RELEASE OF ACCESS MAINTENANCE AND DRAINAGE EASEMENT** was acknowledged before me this ____ day of _____, 2019, by Donald O. Burnette, the Mayor and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. He is personally known to me.

(

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:

The foregoing **RELEASE OF MAINTENANCE AND DRAINAGE EASEMENT** was acknowledged before me this ____ day of _____, 2019, by Robin L. Fenwick, City Clerk, and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. She is personally known to me.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:

**SLIGER & ASSOCIATES, INC.****PROFESSIONAL LAND SURVEYORS**

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

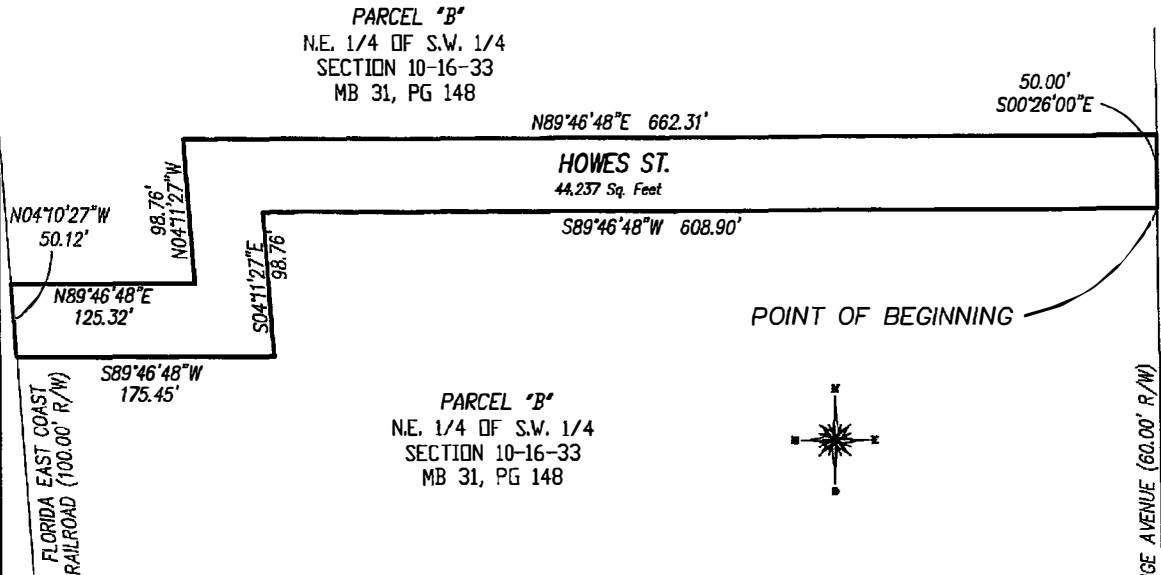
PORT ORANGE, FL 32127

(386) 761-5385

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WWW.SLIGERASSOCIATES.COM

RECORDING INFORMATION

**LEGAL DESCRIPTION:**

A PORTION OF LAND LOCATED IN REPLAT OF: A PORTION OF ALLANDALE, A PORTION OF ASSESSOR'S SUB. PORT ORANGE, AND A PORTION OF NORWOOD SUB., ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 31, PAGE 148, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID REPLAT RECORDED IN MAP BOOK 31, PAGE 148, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N00°26'00"W, ALONG THE WEST LINE OF ORANGE AVENUE A 60.00' RIGHT OF WAY AND SAID PLAT, 743.22 FEET TO THE SOUTH RIGHT OF WAY LINE OF HOWES STREET AND THE POINT OF BEGINNING; THENCE S89°46'48"W, ALONG SAID SOUTH RIGHT OF WAY LINE 608.90 FEET; THENCE S04°11'27"E, 98.76 FEET; THENCE S89°46'48"W, 175.45 FEET TO THE EAST RIGHT OF WAY OF FLORIDA EAST COAST RAILROAD A 100.00 FOOT RIGHT OF WAY AND WESTERLY LINE OF SAID PLAT; THENCE N04°10'27"W, ALONG SAID RIGHT OF WAY 50.12 FEET; THENCE N89°46'48"E, ALONG THE NORTH RIGHT OF WAY OF HOWES STREET, 125.32 FEET; THENCE N04°11'27"W, 98.76 FEET; THENCE N89°46'48"E, 662.31 FEET TO THE WEST RIGHT OF WAY LINE OF SAID ORANGE AVENUE A 60.00 FOOT RIGHT OF WAY, 662.31 FEET; THENCE S00°26'00"E, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 44,237 SQUARE FEET OR 1.02 ACRES, MORE OR LESS.

GRAPHIC SCALE

(IN FEET)

1 inch = 100 ft.

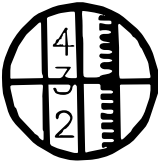
SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY
FOR: ZIMMERMAN KISER & SUTCLIFFE P.A.

ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
N.G.V.D.	NATIONAL GEODETTIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETTIC SURVEY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
Δ	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



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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REFERENCE: ALLANDALE GARDENS REPLAT

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	ZIMMERMAN KISER & SUTCLIFFE P.A.	5-3-2019	19-0612
DESCRIPTION			

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: ZIMMERMAN KISER & SUTCLIFFE P.A.

SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
BOUNDARY SURVEY	5-3-2019	19-0612		TJ	J BARNES
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 STATUTE.

[Signature]
JAMES W. BARNES, P.S.M. NO. 4046
C.O. VAN KLEECK, JR., P.S.M. NO. 6149
MICHAEL S. BURNETT, P.S.M. NO. 6208

**SLIGER & ASSOCIATES, INC.****PROFESSIONAL LAND SURVEYORS**

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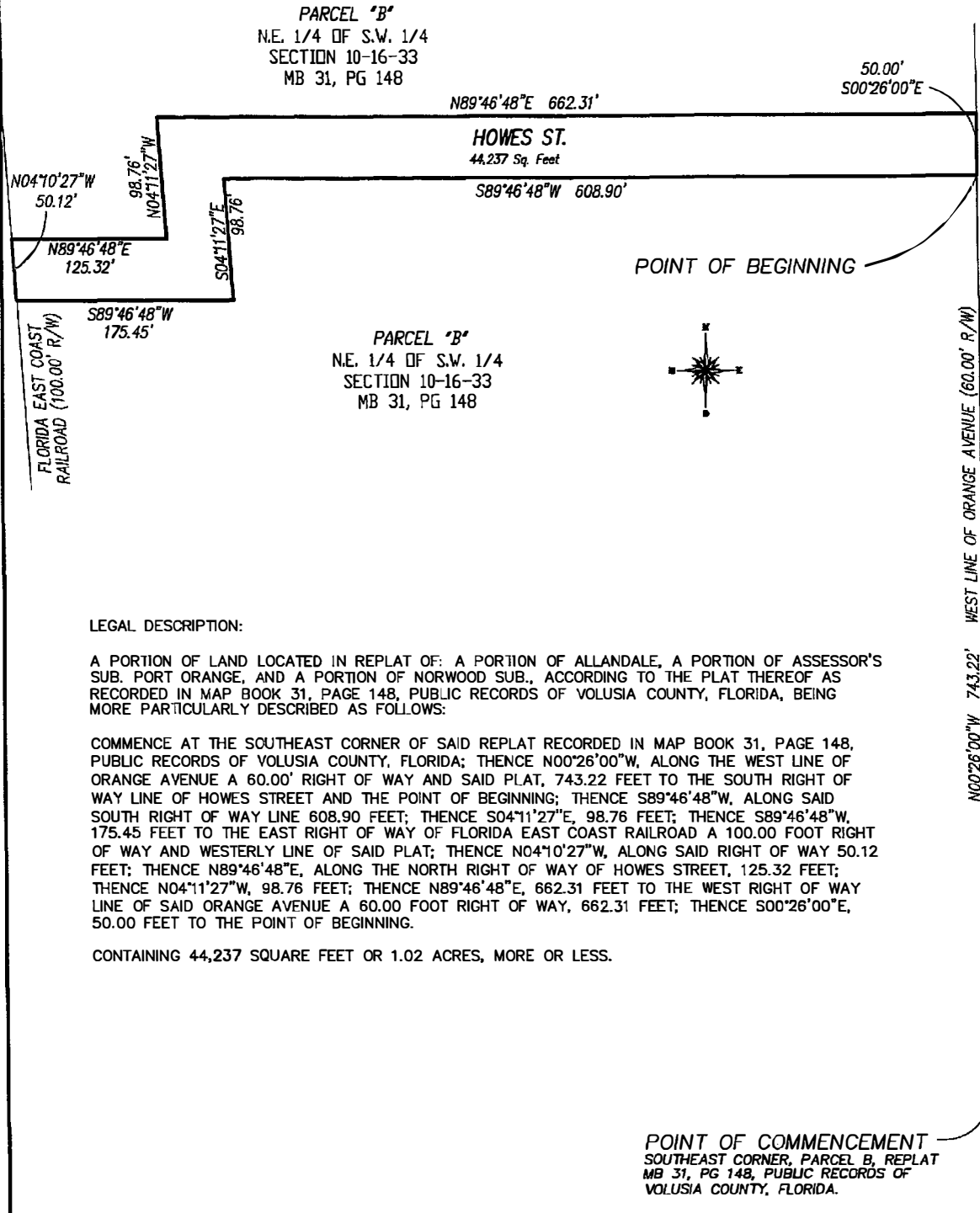
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(IN FEET)

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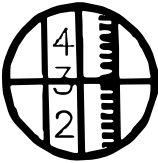
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TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	ZIMMERMAN KISER & SUTCLIFFE P.A.	5-3-2019	19-0612
DESCRIPTION			

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: ZIMMERMAN KISER & SUTCLIFFE P.A.

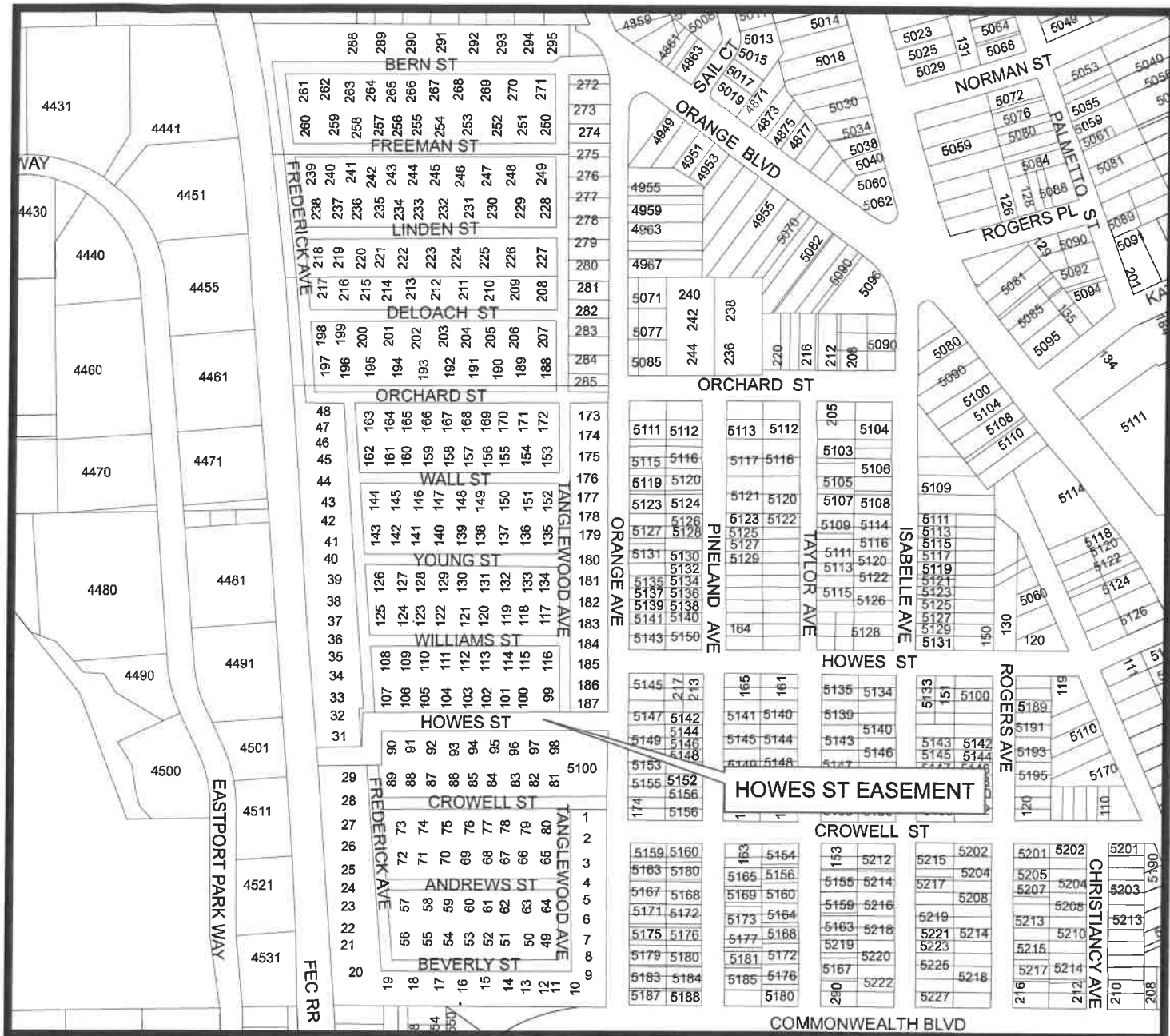
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BOUNDARY SURVEY	5-3-2019	19-0612		TJ	J BARNES
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

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[Signature]
JAMES W. BARNES, P.S.M. NO. 4046
C.O. VAN KLEECK, JR., P.S.M. NO. 6149
MICHAEL S. BARNES, P.S.M. NO. 6208

CASE SUMMARY
CASE NO. 19-35000005
HOWES ST UTILITY EASEMENT RELEASE

Submittal Date: 9/23/2019		Application Fee: \$250.00	
Property Address/Location: HOWES STREET		Parcel No.: 6310-13-01-0010	
Staff Contact: L. Epstein			
Applicant's Name: D. Scott Baker, Esq. on behalf of TANGLEWOOD MOBILE ESTATES, LLC		Owner's Name: TANGLEWOOD MOBILE ESTATES, LLC	
Applicant's Address: 315 East Robinson Street Suite 600 Orlando, FL 32801 sbaker@zkslawfirm.com		Owner's Address: 5100 Orange Avenue Port Orange, FL 32127	
Description of Request: Release of existing utility easement on Howes Street from Orange Avenue to FEC Railroad			
SUMMARY OF EVENTS: Application received Advertised in News Journal CC approved request Quit claim sent to applicant/owner			
CITY COUNCIL MEETING DATE:		RESOLUTION NO.:	
COMMENTS:			



Case No.: 19-35000005

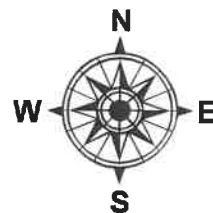
Applicant: TANGLEWOOD
MOBILE ESTATES, LLC

Location: 5100 Orange Ave

Requested Action: To obtain vacation of existing Access, Utility, Drainage & Maint Easement to resolve title issues within mobile home park



Location Map
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY OF PORT ORANGE

Department of Community Development
Engineering Division

CASE NO.

19-35000005

DATE APPLICATION RECEIVED

SEP 23 2019

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 PHONE: (386) 506-5600 FAX: (386) 506-5699
www.port-orange.org

EASEMENT VACATION APPLICATION

Applicant: Tanglewood Mobile Estates, LLC

Address: c/o D. Scott Baker, Esq., 315 East Robinson Street, Suite 600, Orlando, Florida 32801

Phone: 407-425-7010

Fax: 407-418-1251

Email: sbaker@zkslawfirm.com

Property Owner(s): Tanglewood Mobile Estates, LLC

Address: same as above

Phone: same as above

Fax: same as above

Email: same as above

Subject Property Address: 5100 Orange Ave., Port Orange, Florida 32127

Subdivision Name: _____

Lot Number: _____ Parcel No.: 6310-13-01-0010

(Provide a separate attachment for additional properties if necessary)

Legal Description of the proposed easement vacation area *(provide a separate attachment if necessary):*

See attached

Purpose for the proposed easement vacation: Resolve title issues within the interior of Tanglewood Mobile Estates mobile home park.

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: [Signature] Date: 9-23-19
William Morgan, as Managing Member of Tanglewood Mobile Estates, LLC

I HEREBY GRANT AUTHORIZATION FOR THE ABOVE LISTED APPLICANT TO ACT ON MY BEHALF:

Property Owner Signature: [Signature] Date: 9-23-19
William Morgan, as Managing Member of Tanglewood Mobile Estates, LLC

Property Owner Signature: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 23rd OF SEPTEMBER, 2019 by
William Morgan, as Managing Member of Tanglewood Mobile Estates, LLC, a Florida limited liability company, who is personally known to me or who
has produced FL DL as identification and who did
(did not) take an oath.

[Signature]
(Signature)
GINGER A. COOK
(Name of Notary typed, printed or stamped)

Notary Public, Commission No. GG056143



(Provide a separate attachment for additional properties if necessary)

Exhibit "A"

Proposed Easement Vacation Area



SLIGER & ASSOCIATES, INC.

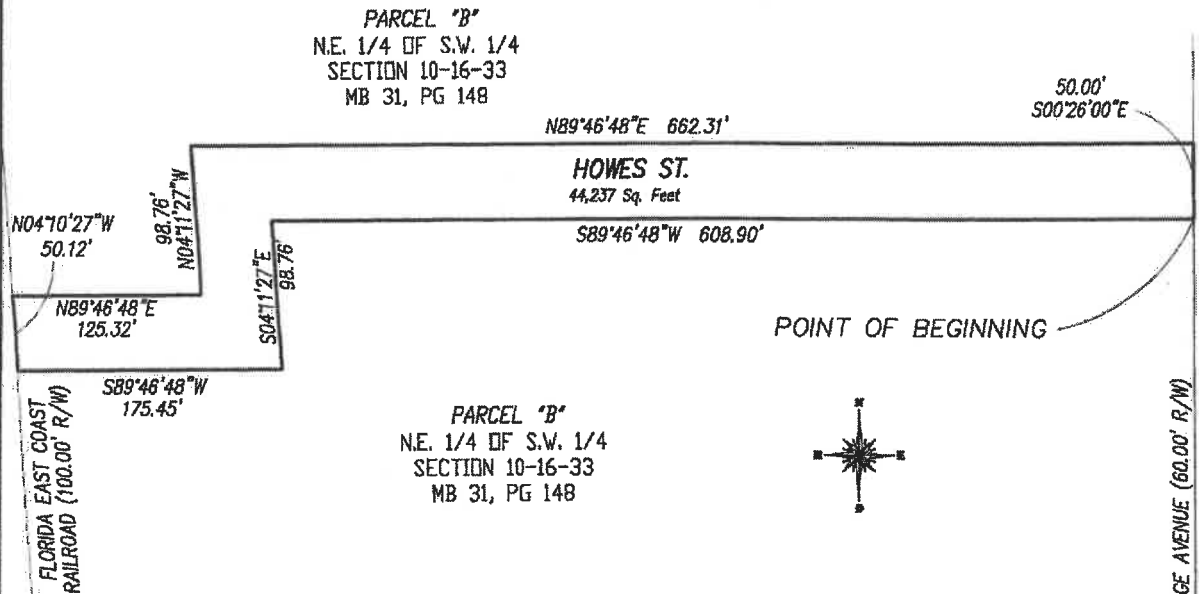
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LICENSED BUSINESS CERTIFICATION NO. 3019

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PORT ORANGE, FL 32127
(386) 761-5385

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RECORDING INFORMATION



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CONTAINING 44,237 SQUARE FEET OR 1.02 ACRES, MORE OR LESS.

POINT OF COMMENCEMENT
SOUTHEAST CORNER, PARCEL B, REPLAT
MB 31, PG 148, PUBLIC RECORDS OF
VOLUSIA COUNTY, FLORIDA.

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY
FOR: ZIMMERMAN KISER & SUTCLIFFE P.A.

JOB # 19-0612

SHEET 1 OF 2

ABBREVIATIONS

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Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
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SKETCH OF DESCRIPTION	ZIMMERMAN KISER & SUTCLIFFE P.A.	5-3-2019	19-0612

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

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TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

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[Signature]
J. BARNES, P.L.S. NO. 4046
ED. W. BARNES P.S.M. NO. 6576
C.O. VAN KLEECK, JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

This Instrument Prepared by and
Returned to: **D. SCOTT BAKER, ESQ.**
Zimmerman, Kiser & Sutcliffe, P.A.
P.O. Box 3000
Orlando, FL 32802

Parcel Identification Number(s): 6310-13-01-0010

WARRANTY DEED

THIS WARRANTY DEED made this 5th day of MAY, 2008, by IMOGENE H. POWELL, an unmarried widow, whose post office address is 2501 S. Peninsula Drive, Daytona Beach, FL 32118 hereinafter called the grantor, to TANGLEWOOD MOBILE ESTATES, LLC, a Florida limited liability company, whose post office address is 2501 S. Peninsula Drive, Daytona Beach, FL 32118 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.)

W I T N E S S E T H:

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 VOLUSIA County, Florida, viz:

Lot 1, Block 7, Depot Addition to Allandale, of record in Map Book 5, Page A, Public Records of Volusia County, Florida.

That portion of the Northeast quarter of the Southwest quarter of Section 10, lying Easterly of the Florida East Coast Railroad right-of-way, Township 16 South, Range 33 East, being a portion of Replat recorded in Map Book 31, Page 148, Public Records of Volusia County, Florida..

Lots 14, 15 and 16, lying Easterly of the Florida East Coast Railroad right-of-way, Assessor's Port Orange of record in Map Book 3, Pages 62, Public Records of Volusia County, Florida.

All of Blocks 68, 69 and 70, Allandale, of record in Map Book 4, Page 146, Public Records of Volusia County, Florida.

All of Block 12, 13 and 14, Norwood Subdivision, of record in Map Book 5, Page 1, Public Records of Volusia County, Florida.

THE PROPERTY CONVEYED HEREBY IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE GRANTOR.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Instrument# 2008-099921 # 2
Book : 6231
Page : 4742
Diane M. Matousek
Volusia County, Clerk of Court

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, 2007.

IN WITNESS WHEREOF, the grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in presence of Witnesses:

D. Scott Baker
Name: D. SCOTT BAKER

Sandra Narup
Name: SANDRA NARUP

Imogene H. Powell L.S.
IMOGENE H. POWELL
Address: 2501 S. Peninsula Drive,
Daytona Beach, FL 32118

STATE OF FLORIDA)
COUNTY OF ~~ORANGE~~)
Volusia

The foregoing instrument was acknowledged before me this 5th day of MAY, 2008, by IMOGENE H. POWELL
~~_____~~

Sandra Narup
Signature of Notary Public
SANDRA NARUP
Printed Name of Notary Public
Notary Public, State of FL

Personally Known _____ OR Produced Identification FLID
Type of Identification Produced _____





NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2018 Paid Real Estate

Volusia County Revenue Division
123 W Indiana Ave Room 103
DeLand FL 32720

PROPERTY ADDRESS: 5100 ORANGE AV, PORT ORANGE, 32127
LEGAL DESCRIPTION: 10 16 33 ALL OF ALLANDALE GARDENS REPLAT MB 31 PG 148 & LOTS
14 15 & 16 ASSESSORS MB 20 PG
See Additional Legal on Tax Roll

County of Volusia
Paid By 11/08/2018 \$129,069.03
Effective Date 11/07/2018
Receipt # PT 1-18-0004409



TANGLEWOOD MOBILE ESTATES LLC
5100 ORANGE AVE
PORT ORANGE, FL 32127

PARCEL: 631013010010
ALTERNATE KEY : 3617029
MILLAGE CODE: 402
TAX YEAR: 2018

PAY IN U.S. DOLLARS DRAWN FROM A U.S. BANK.

WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Nov 30, 2018				
Please Pay	\$0.00				

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
COUNTY	6.24640	5,176,349	0	5,176,349	32,333.54
VOLUSIA FOREVER	0.09940	5,176,349	0	5,176,349	514.53
VOLUSIA ECHO	0.20000	5,176,349	0	5,176,349	1,035.27
VOLUSIA FOREVER I&S 2005	0.10060	5,176,349	0	5,176,349	520.74
VOLUSIA COUNTY MOSQUITO CONTROL	0.18800	5,176,349	0	5,176,349	973.15
PONCE INLET PORT AUTHORITY	0.09290	5,176,349	0	5,176,349	480.88
SCHOOL	6.28100	5,654,850	0	5,654,850	35,518.12
PORT ORANGE	4.62880	5,176,349	0	5,176,349	23,960.28
PORT ORANGE I&S 2006	0.29230	5,176,349	0	5,176,349	1,513.05
ST JOHNS WATER MANAGEMENT DIST	0.25620	5,176,349	0	5,176,349	1,326.18
FLORIDA INLAND NAVIGATION DIST	0.03200	5,176,349	0	5,176,349	165.64
HALIFAX HOSPITAL AUTHORITY	0.35460	5,176,349	0	5,176,349	1,835.53

TOTAL MILLAGE RATE:

18.77220

TOTAL TAXES:

\$100,176.91

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT
PORT ORANGE STORMWATER	386-506-5721	@ 115.0000	34,270.00

TOTAL ASSESSMENTS:

\$34,270.00

TOTAL COMBINED TAXES AND ASSESSMENTS:

\$134,446.91

For additional information see reverse side.

Pay online at volusia.county-taxes.com

Phone: 386-736-5938
Revenue@volusia.org

RETURN WITH PAYMENT

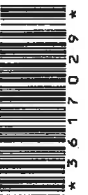
Make payment to:
COUNTY OF VOLUSIA
VOLUSIA COUNTY REVENUE DIVISION
123 W Indiana Ave Room 103
DeLand FL 32720

PAY IN U.S. DOLLARS DRAWN ON A U.S. BANK
TANGLEWOOD MOBILE ESTATES LLC
5100 ORANGE AVE
PORT ORANGE, FL 32127

VOLUSIA COUNTY TAX BILL 2018 Paid Real Estate

PARCEL: 631013010010
ALTERNATE KEY : 3617029
TAX YEAR: 2018

PROPERTY ADDRESS:
5100 ORANGE AV, PORT ORANGE, 32127



TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Nov 30, 2018				
Please Pay	\$0.00				

Public Site

Paid 11/08/2018

Receipt # PT 1-18-0004409

\$129,069.03

Effective Date 11/07/2018



Document Prepared by:
Shannon K. Balmer, Assistant City Attorney
1000 City Center Circle
Port Orange, FL 32129

Portion of Parcel No. 6310-13-01-0010

This document is accepted and recorded by the City of Port Orange without the benefit of title examination or survey; such acceptance shall not constitute a waiver of compliance with local and general laws regulating the subject property.

ACCESS, DRAINAGE, UTILITIES AND MAINTENANCE EASEMENT

THIS INDENTURE made this 18 day of September, 2019, by and between Tanglewood Mobile Estates, LLC, a Florida limited liability company, with a mailing address of: 2501 S. Peninsula Drive, Daytona Beach, FL 32118 ("Grantor") and the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, having its principal place of business located at 1000 City Center Circle, Port Orange FL 32129 in Volusia County, Florida ("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 permanent easement for access, drainage, utilities and maintenance upon, over, under, and across the (hereinafter referred to as the "Easement") the Easement Lands as more particularly described and graphically depicted on the attached **Exhibit "A", consisting of two (2) pages**, prepared by Sliger & Associates, Inc., and referred to hereafter as the "Easement Premises."

The purposes of this Easement hereby grants to the Grantee as follows:

1. The perpetual right to enter upon the Easement Premises to access, construct, install, operate, maintain, repair, replace and remove above and underground utility systems, including but not specifically limited to: potable water, reclaimed water, sanitary sewer, telecommunication lines, fiber optics, and drainage, along with associated conduits or pipes; and the right to transmit and convey utilities, together with the right to excavate and refill ditches and trenches for the maintenance of the drainage retention facilities and the placement of such lines or pipes servicing the same within the Easement Premises.
2. Access, ingress and egress for emergency vehicles and government services within the described Easement Premises and over the adjoining lands of the Grantor for the purposes granted herein.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns, together with the right to enter upon the Easement Premises and construct and maintain 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.

Grantor covenants to the Grantee that Grantor holds fee simple ownership of the Easement Premises; and, further agrees that Grantor shall not place or construct any buildings or structures of any type whatsoever on the Easement Premises and the Grantee shall not be liable for their removal if they are so placed.

Grantee covenants and agrees that upon completion of any maintenance or repair required of the above and/or underground utilities facilities, the Grantee shall restore the surface of the Easement Premises to the condition in which it existed immediately prior to such activities.

Notwithstanding the foregoing, the Grantor shall be responsible for maintenance of the drainage system. In the event the Grantor fails to properly maintain the drainage system, the Grantee shall take corrective measures as deemed necessary in the sole discretion of the Grantee to maintain and repair the drainage system; however, the Grantee shall not be obligated to either maintain or repair the improvements and the Grantee shall not be liable for either undertaking or failing to maintain or repair the improvements. All costs and expenses of the Grantee resulting from maintenance or repair of the improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing a lien shall be chargeable to and assessed by the Grantee jointly and severally against all owners of record for property lying within **Exhibit "A."**

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 and regardless of any future change which may take place therein.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on the day and year first written below.

Signed in the presence of:

GRANTOR:
Tanglewood Mobile Estates, LLC
 a Florida limited liability company

Witness:

Printed Name: Elaine Pavlakovic

By:

Name: William Morgan

Title: Managing Member

Date: 9-18-19

Witness:

Printed Name: Joseph Spener

STATE OF FLORIDA
 COUNTY OF Volusia

The foregoing ACCESS DRAINAGE MAINTENANCE AND UTILITIES EASEMENT instrument was sworn to and acknowledged before me this 18 day of September, 2019, by William Morgan, in his/her representative capacity as Manager of Tanglewood Mobile Estates, LLC, a Florida limited liability company, who hereby acknowledges that he/she has full power and authority to convey interests in the above-described real property on behalf of the entity referenced herein, and who: ☐ is personally known to me, or ☒ has produced Driver's License as identification.

Amy Altiero
 Notary Public, State of Florida at Large

Printed name of Notary, Commission, Seal and Expiration Date:

Amy Altiero
7/9/2022



Amy L. Altiero
 State of Florida
 My Commission Expires 07/09/2022
 Commission No. GG 223119

Exhibit "A"

**SLIGER & ASSOCIATES, INC.****PROFESSIONAL LAND SURVEYORS**

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

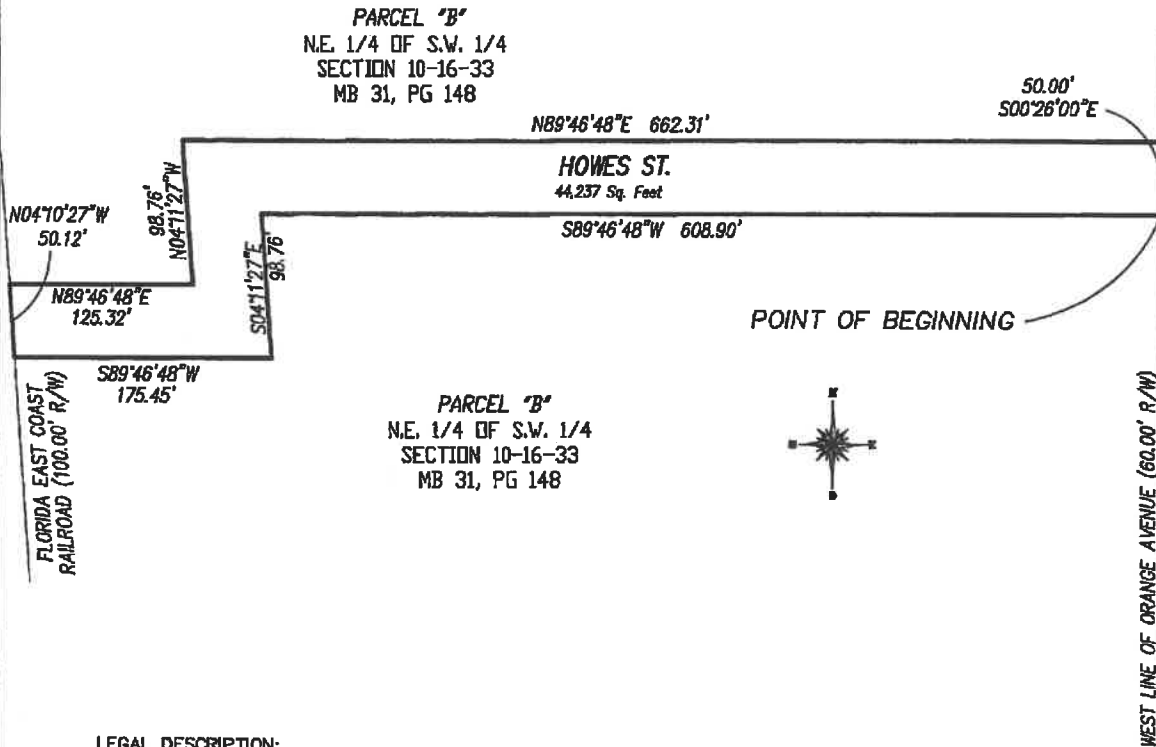
PORT ORANGE, FL. 32127

(386) 761-5385

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WWW.SLIGERASSOCIATES.COM

RECORDING INFORMATION



LEGAL DESCRIPTION:

A PORTION OF LAND LOCATED IN REPLAT OF: A PORTION OF ALLANDALE, A PORTION OF ASSESSOR'S SUB. PORT ORANGE, AND A PORTION OF NORWOOD SUB., ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 31, PAGE 148, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID REPLAT RECORDED IN MAP BOOK 31, PAGE 148, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N00°26'00"W, ALONG THE WEST LINE OF ORANGE AVENUE A 60.00' RIGHT OF WAY AND SAID PLAT, 743.22 FEET TO THE SOUTH RIGHT OF WAY LINE OF HOWES STREET AND THE POINT OF BEGINNING; THENCE S89°46'48"W, ALONG SAID SOUTH RIGHT OF WAY LINE 608.90 FEET; THENCE S04°11'27"E, 98.76 FEET; THENCE S89°46'48"W, 175.45 FEET TO THE EAST RIGHT OF WAY OF FLORIDA EAST COAST RAILROAD A 100.00 FOOT RIGHT OF WAY AND WESTERLY LINE OF SAID PLAT; THENCE N04°10'27"W, ALONG SAID RIGHT OF WAY 50.12 FEET; THENCE N89°46'48"E, ALONG THE NORTH RIGHT OF WAY OF HOWES STREET, 125.32 FEET; THENCE N04°11'27"W, 98.76 FEET; THENCE N89°46'48"E, 662.31 FEET TO THE WEST RIGHT OF WAY LINE OF SAID ORANGE AVENUE A 60.00 FOOT RIGHT OF WAY, 662.31 FEET; THENCE S00°26'00"E, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 44,237 SQUARE FEET OR 1.02 ACRES, MORE OR LESS.

POINT OF COMMENCEMENT
SOUTHEAST CORNER, PARCEL B, REPLAT
MB 31, PG 148, PUBLIC RECORDS OF
VOLUSIA COUNTY, FLORIDA.

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY
FOR: ZIMMERMAN KISER & SUTCLIFFE P.A.

JOB # 19-0612

SHEET 1 OF 2

ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

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.

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

SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF ORANGE AVENUE A 60° RIGHT OF WAY BEING N00°26'00"W.
4. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER." OR ELECTRONIC SIGNATURE.
5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

REFERENCE: ALLANDALE GARDENS REPLAT

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OF 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 DESCRIPTION	ZIMMERMAN KISER & SUTCLIFFE P.A.	5-3-2019	19-0612

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: ZIMMERMAN KISER & SUTCLIFFE P.A.

SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
BOUNDARY SURVEY	5-3-2019	19-0612		TJ	J BARNES
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 51-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JAMES BARNES, P.L.S., NO. 4046
 JAMES W. BARNES, P.S.M., NO. 5576
 C.O. VAN KLEECK, JR., P.S.M., NO. 6149
 MICHAEL S. MURPHY, P.S.M., NO. 6208



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/19/2019

Consent item: Yes

SUBJECT: (B9) Resolution No. 19-71 - Budget Appropriation (Bruner Road purchase and Lafayette Street purchase)

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 19-71.

SUMMARY: This Budget Resolution appropriates funds from available fund equity in the Forest Management Fund for the acquisition of real property located at 4057 Bruner Road including closing costs and perimeter fencing and appropriates funds from available fund equity in the Drainage Operations Fund as additional funding for the acquisition of real property located at 812 Lafayette Street including closing costs and demolition/grading of the site.

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Resolution No. 19-71	Reso 19-71.pdf
----	----------------------	----------------

Robin Fenwick
Scott Neils
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 10/30/2019
Approved - 11/3/2019
Approved - 11/11/2019
Approved - 11/13/2019
Final Approval - 11/13/2019

RESOLUTION NO. 19-71

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING CAPITAL FUNDS FOR THE FISCAL YEAR 2020 BUDGET; TO BUDGET FOR REVENUE IN THE AMOUNT OF \$575,000 FROM EXISTING AVAILABLE FUND EQUITY IN THE FOREST MANAGEMENT FUND (FUND 420); TO APPROPRIATE FUNDS FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 4057 BRUNER ROAD IN THE AMOUNT OF \$540,000; TO APPROPRIATE FUNDS FOR CLOSING COSTS ASSOCIATED WITH THE PURCHASE OF THE PROPERTY IN THE AMOUNT OF \$21,850; AND TO APPROPRIATE FUNDS FOR THE CONSTRUCTION OF PERIMETER FENCING TO SECURE THE PROPERTY IN THE AMOUNT OF \$13,150; TO BUDGET FOR REVENUE IN THE AMOUNT OF \$80,000 FROM EXISTING AVAILABLE FUND EQUITY IN THE DRAINAGE OPERATING FUND (FUND 412); TO APPROPRIATE FUNDS TOWARDS THE ACQUISITION OF REAL PROPERTY LOCATED AT 812 LAFAYETTE STREET IN THE AMOUNT OF \$65,000; TO APPROPRIATE FUNDS FOR CLOSING COSTS ASSOCIATED WITH THE PURCHASE OF THE PROPERTY IN THE AMOUNT OF \$5,000; TO APPROPRIATE FUNDS FOR DEMOLITION AND GRADING OF THE PROPERTY IN THE AMOUNT OF \$10,000; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to budget for the designation of funds from the existing available fund equity in the Forest Management Fund (Fund 420) to the appropriate capital asset account within the Forest Management Fund to accomplish the acquisition and perimeter fencing of real property located at 4057 Bruner Road to serve primarily as an Emergency Debris Management site for the City; and

WHEREAS, the City Council desires to budget for the designation of funds from the existing available fund equity in the Drainage Operations Fund (Fund 412) and to the appropriate capital asset account within the Drainage Operations Fund to provide

additional funding for the acquisition and demolition/grading of real property located at 812 Lafayette Street as part of the Charles Street Drainage Improvements Project (CIP#201763) which presently has an adopted budget of \$110,000; and

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

Section 1. The funds for the City capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding capital asset account for the designated acquisition and perimeter fencing project.

Section 2. The Budget item adopted in the preceding section shall govern the outlay relating to such operations for the City during the current fiscal year effective October 1, 2019 through September 30, 2020.

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

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC City Clerk

Adopted on the _____ day of November, 2019

Reviewed and Approved: _____
Matt J. Jones, Deputy City Attorney

FY2020 Forestry Management Fund 420
Prepared: October 15, 2019
Finance: Finance Staff

		<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>		
Appropriated Equity		575,000
	Total Revenues:	<u><u>\$ 575,000</u></u>
<u>Capital Assets:</u>		
Forestry Management Land Account		575,000
	Total Expenditures:	<u><u>\$ 575,000</u></u>

To budget for the purchase of real property located at 4057 Bruner Road to serve as an emergency debris management site and for the construction of a fence to secure the property.

FY2020 Drainage Operating Fund 412
Prepared: November 1, 2019
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	80,000
Total Revenues:	<u>\$ 80,000</u>
<u>Capital Assets:</u>	
Drainage Operating Land Account	80,000
Total Expenditures:	<u>\$ 80,000</u>

To budget additional funds to the Charles Street Drainage Improvements Project (CIP#201763) for the purchase of real property located at 812 Lafayette Street, associated closing costs and for demolition and grading of the property.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/19/2019

Consent item: No

SUBJECT: (G15) First Reading - Ordinance No. 2019-38 - 19-1 Large-Scale Future Land Use Map Amendment/Fleur de Sol (Case No. 19-20000003)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-38, adopting the 19-1 Large-Scale Comprehensive Plan Amendments and authorizing the transmittal to the required review agencies.

SUMMARY: Planning Commission Action (10-24-19): Recommended Denial

Land Development Resource Group (LDRG), LLC, applicant on behalf of the property owner, submitted the proposed amendment to change the Future Land Use designation for a +/- 14.47-acre property, located on the south side of Fern Park Drive, east of Taylor Road and Crane Lakes. The amendment consists of two requests:

1. Change the FLU designation for +/-14.47 acres from Volusia County Urban *Low Intensity* (0.2-4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre).
2. Add Policy 2.1.7 to the FLU Element limiting the density for the subject property at 6 units/acre.

In 2018, the subject property was annexed into Port Orange, and it was documented in the annexation staff report that the County FLU and Zoning designations on the property would need to be changed to City of Port Orange designations. At the time of annexation, the applicant indicated the intent to designate the property with the City's *Urban Medium Density Residential* FLU designation. The *Urban Medium Density Residential* FLU designation is a medium-density residential category that allows for a variety of housing types at densities between four and eight units/acre. According to the City's Comprehensive Plan, the proposed FLU designation is to be located adjacent to a community- or sub-regional-level commercial node or mixed used center, along collector and arterial roads, and in areas designed to accommodate densities/intensities greater than 4 units/acre.

The proposed FLU designation with the density limitation policy would increase the theoretical maximum number of residential units allowed on the subject property by 29 units above the current theoretical maximum. Overall, the proposed amendment results in a net increase in impacts to public infrastructure but according to impact analysis prepared in the staff report, adequate capacity exists for portable water, sewer, schools,

and solid waste. As for the anticipated traffic from the subject property, adequate capacity exists on the current roadway network, except for a segment of Taylor Road, between Crane Lakes Blvd. to Summertrees Rd. However, as for all development projects, a traffic study will be conducted at the time a specific development is proposed to be built to verify adequate capacity exist on the roadway network and compliance with the City concurrency regulations. If at the time the project is to be built there is not adequate capacity, the developer would be required to construct necessary roadway improvements or pay toward scheduled improvements to roadway segments or intersections impacted by the development of the subject property.

As part of recent FLU amendments, staff has specifically looked at the anticipated number of vehicular trips that could be generated by the proposed development. In this case, the applicants proposed FLU designation will result in an increase in the number of dwelling units allowed on the property; however, the reduction in the anticipated number of trips is due to the type of residential dwelling units that could be constructed. The proposed FLU designation supports the development of multi-family uses (townhomes), which according to the Institute of Transportation Engineers (ITE), townhouse dwelling units typically have a lower trip generation rate than single-family dwelling units. ITE states that single-family dwelling units are typically the largest residential dwelling units in size, and typically consist of families that have the most residents and therefore have more vehicles per unit than multifamily residential dwelling units. The ITE Trip Generation Manual is nationally recognized by transportation professionals including, transportation engineers, transportation planners, consultants, educators, technologists, and researchers for conducting vehicle trip generation rate analysis studies, determining on-site circulation patterns, performing access management studies, and determining traffic signal timing.

The staff report is attached for more details.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2019-38 with exhibits	Ord No 2019-38 Fleur De Sol FLU.pdf
2.	Staff Report	Staff Report w Exhibits_19-1 CPA_Fleur de Sol PUD.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 10/31/2019
Approved - 10/31/2019
Approved - 11/6/2019
Approved - 11/7/2019
Final Approval - 11/7/2019

ORDINANCE NO. 2019-38

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FOR ±14.47 ACRES FROM VOLUSIA COUNTY URBAN LOW INTENSITY (0.2-4 ACRES) TO URBAN MEDIUM DENSITY RESIDENTIAL (4-8 UNITS/ACRE) FOR PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF FERN PARK DRIVE, EAST OF TAYLOR ROAD AND CRANE LAKES AT 1727 & 1737 FERN PARK DRIVE; ADDING FUTURE LAND USE POLICY 2.1.7 LIMITING DENSITY OF SUBJECT PROPERTY TO 6 UNITS/ACRE; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Port Orange has provided an opportunity to receive comments and proposals from the general public and held at two public hearings with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, the City Council desires to accept the proposed comprehensive plan amendment and authorize their transmittal to the State land planning agency and other agencies; and

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

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources, consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34,

2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012-30, 2013-20, 2013-25, 2014-31, 2014-32, 2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-29, 2018-30, 2019-11, 2019-20, 2019-23, 2019-33 and this ordinance.

Section 2. The City Council hereby adopts and amends the Comprehensive Plan City of Port Orange 2010-2025, Future Land Use Map, attached hereto as **Exhibit “A”**, and incorporated herein by this reference.

Section 3. The City Council hereby adopts and amends the Comprehensive Plan City of Port Orange 2010-2025, Future Land Use Element, attached hereto as **Exhibit “B”**, and incorporated herein by this reference.

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

Section 5. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be

in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency. The City Clerk shall note the effective hereon in the place provided below.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

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

EXHIBIT "A"

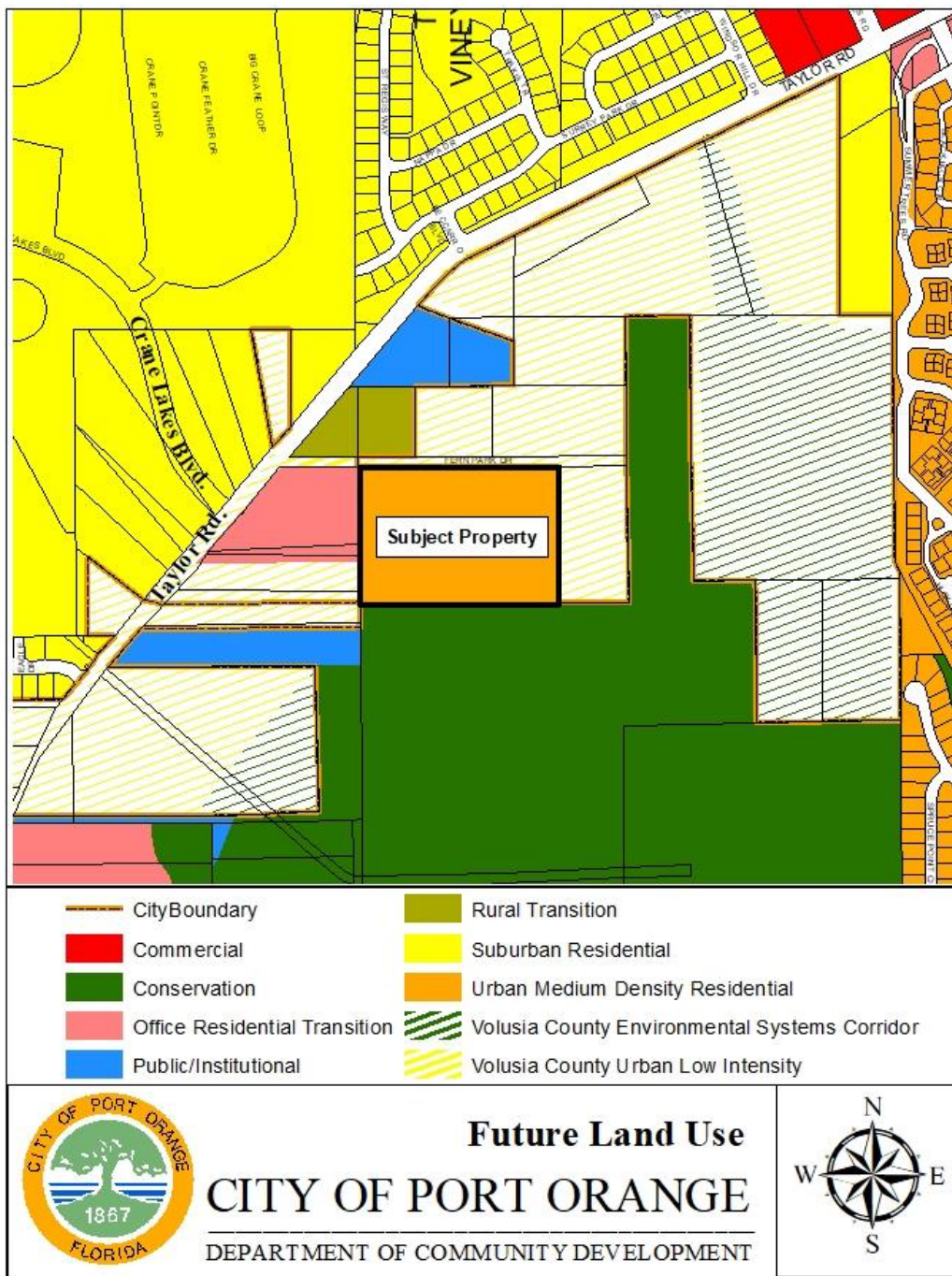


EXHIBIT "B"

Deletions are strikethroughs (~~strikethroughs~~) and additions are underlined.

Future Land Use Element

Policy 2.1.7: Development of parcels 6319-00-00-0170 and 6319-00-00-0180 shall be limited to a density of six units per one acre.



STAFF REPORT

**19-1 Large-Scale Comprehensive Plan Amendment/
1727 and 1737 Taylor Road
CASE NO. 19-20000003**

REQUEST:	Amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU for ± 14.47 acres from <i>Volusia County Urban Low Intensity</i> (0.2-4 units/acre) to City of Port Orange <i>Urban Medium Density Residential</i> (4-8 units/acre), and to add Policy 2.1.7 to the FLU Element limiting the density of the subject property to 6 units/acre.
LOCATION:	1727 and 1737 Fern Park Drive
APPLICANT:	Colleen Miles, Land Development Resource Group, LLC
OWNER:	Danielle Garguillo Sahlman
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Denial (October 24, 2019)
CITY COUNCIL:	November 19, 2019

INTRODUCTION

Land Development Resource Group (LDRG), LLC, applicant on behalf of the property owner, requests approval to change the Future Land Use (FLU) designation of approximately 14.47 acres. The subject property is located on the south side of Fern Park Drive, east of Taylor Road and Crane Lakes.

The applicant's proposed amendment consists of two requests:

1. Change the FLU designation for ± 14.47 acres from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre).
2. Add Policy 2.1.7 to the FLU Element limiting the density for the subject property at 6 units/acre.

If approved, the applicant plans to rezone the property to Planned Unit Development (PUD) and requests approval of the Fleur de Sol PUD Master Development Agreement (MDA) to allow for the development of 84 townhomes along with associated on-site and off-site improvements.

Figure 1. Location Map



DISCUSSION

The subject property consists of two parcels, each developed with a single-family home. Access to the property is provided through an unpaved access easement along the north side of the property (Fern Park Drive). However, as part of the proposed PUD Rezoning (Case No. 19-65000002), access will be provided at the signalized intersection of Taylor Road and Crane Lakes Boulevard, through the adjacent parcel to the west.

In 2018, the subject property was annexed into Port Orange, and it was documented in the annexation staff report that the County FLU and Zoning designations on the property would need to be changed to City of Port Orange designations. At the time of annexation, City staff evaluated the proposed 84-unit townhouse development and no services issues were identified. As part of the FLU amendment capacity of public facilities and services will be evaluated based on the theoretical maximum use of the property. However, as with all development, public facilities including roads, sewer, water, drainage, parks, and schools will be analyzed at the time a site plan is submitted to verify adequate capacity exists to accommodate the proposed development.

The surrounding existing land uses, Future Land Use designations, and Zoning classifications for the properties adjacent to the subject property are identified in Table 1. The current and proposed Future Land Use designation of the subject property and adjacent properties are identified on Exhibit 1. The current and propose zoning classification of the subject property and adjacent properties are identified on Exhibit 2.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	White Acres Nursery	Volusia County Urban Low Intensity	Volusia County A-2
South	Gamble Place	Port Orange Conservation	Volusia County Resource Corridor
East	Single-family	Volusia County Urban Low Intensity	Volusia County A-2
West	Vacant commercially zoned property	Port Orange Office/Residential Transition	Port Orange Planned Commercial Development

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±14.47 acres from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre) and to add Policy 2.1.7 to the FLU Element limiting the density of the subject property to a maximum of 6 units/acre. The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and the change to density/intensity on the subject property (Table 3).

The *Urban Medium Density Residential* FLU designation is a medium-density residential category that allows for a variety of housing types at densities between four and eight units/acre. According to the City's Comprehensive Plan, the proposed FLU designation is to be located adjacent to a community- or sub-regional-level commercial node or mixed-used center, along collector and arterial roads, and in areas designed to accommodate densities/intensities greater than 4 units/acre. The subject property is located adjacent to and proposed to be accessed through a commercial property that fronts onto an arterial roadway, with access to existing infrastructure and services, and will be served by the I-95 commercial node.

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

FLU Designation	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Volusia County Urban Low Intensity (0.2-4 units/acre)	14.47	0	-14.47
City of Port Orange <i>Urban Medium Density Residential</i> (4-8 units/acre)	0	14.47	+14.47
Total Acreage	14.47	14.47	0

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

FLU Designation	Current FLU (theoretical max units)	Proposed FLU (theoretical max units)	Proposed FLU – Policy 2.1.7 (theoretical max units)*	Net Change in FLU (theoretical max units)
Volusia County Urban Low Intensity (0.2-4 units/acre)	58	0	-	-58
City of Port Orange Urban Medium Density Residential (4-8 units/acre)	0	116	-	+116
Net Change	-58	+116	-	+58
City of Port Orange Urban Medium Density Residential (4-8 units/acre)*	0	-	87	+87
Net Change	-58	-	+87	+29

*The proposed amendment includes the addition of new Future Land Use Element Policy 2.1.7, which limits the subject property to a maximum of 6 units/acre.

INFRASTRUCTURE IMPACT ASSESSMENT

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

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

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current Land Use (VC Urban Low Intensity 0.2-4 units/acre)	Proposed Land Use (PO Urban Medium Density with 6 unit/acre limit by policy 2.1.7)	Net Change
Residential Units	58	87	+29
Population ¹	130	195	+65
P.M. Peak Hour Trips/ Daily Trips ²	59/552	45/505	-14/-47
Sanitary Sewer (gallons/day) ³	9,280	13,920	+4,640
Potable Water (gallons/day) ⁴	10,440	15,660	+5,220
Solid Waste (lbs./day) ⁵	417	626	+209
Stormwater Drainage ⁶	n/a	n/a	n/a
Recreation/Open Space ⁷ (acres)	0.91	1.37	+0.46

Notes:

1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: 1.02 PM peak hour trips/unit and 9.52 daily trips/unit, Single-family (210); 0.52 PM peak hour trips/unit and 5.81 daily trips/unit, Townhomes (230); ITE Trip Generation Manual, 10th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system will be designed to meet the requirements of the Land Development Code
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

The proposed FLU designation with the density limitation policy would increase the theoretical maximum number of residential units allowed on the subject property by 29 units above the current theoretical maximum. Overall, the proposed amendment results in a net increase in impacts to public infrastructure.

TRANSPORTATION

A traffic analysis has been prepared by Newkirk Engineering, Inc. and reviewed by staff. According to the ITE Trip Generation Manual, the anticipated maximum trip generation potential for the current FLU designation is 59 PM peak-hour trips and 552 daily trips. The anticipated maximum trip generation potential for the proposed FLU designation is 45 PM peak-hour trips and 505 daily trips. The proposed FLU designation with the density limitation would result in a net decrease of 14 PM peak-hour trips and 47 daily trips.

The ITE Trip Generation Manual is nationally recognized by transportation professionals including, transportation engineers, transportation planners, consultants, educators, technologists, and researchers for conducting vehicle trip generation rate analysis studies, determining on-site circulation patterns, performing access management studies, and determining traffic signal timing.

The proposed FLU designation will result in an increase in the number of dwelling units allowed on the property, however, the reduction in the anticipated number of trips is due to the type of residential dwelling units that could be constructed. The proposed FLU designation supports the development of multi-family uses (townhomes) which according to the Institute of Transportation Engineers (ITE), townhouse dwelling units typically have a lower trip generation rate than single-family dwelling units. ITE states that single-family dwelling units are typically the largest residential dwelling units in size, and typically consist of families that have the most residents and therefore have more vehicles per unit than multifamily residential dwelling units. Families typically take more trips for recreational and social reasons due to their kids and as a result, the impact on traffic congestion is significantly greater from the development of one single-family home versus a few multi-family units. According to ITE, recent studies have shown that single-family residents make more trips during the week and weekends than multifamily residents.

Table 5. Roadway Capacity

Roadway Segment	Maintaining Agency	Adopted Level-of-Service (LOS)	Maximum Capacity	Vehicles per Day	Remaining Capacity	2018 Daily LOS
Taylor Road (Spruce Creek Blvd. to Crane Lakes Blvd.)	Volusia County	E	17,050	11,700	5,350 (31%)	C
Taylor Road (Crane Lakes Blvd. to Summertree Rd.)	Volusia County	E	17,050	17,350	-300 (-1.76%)	F
Taylor Road (Summertree Rd. to Williamson Blvd.)	Volusia County	E	37,970	16,030	21,940 (58%)	C

Source: Volusia County 2018 Traffic Counts (most current available data)

The extent of the anticipated impacts on the City's road network will not be truly known until the traffic concurrency review is conducted with the final site plan for this site. At that time, the 45-p.m. peak-hour trip capacity will be applied. As with all development, the specific site development proposal for the subject property will be subject to concurrency regulations and the developer will be required to enter into a Fair-Share and Concurrency Agreement with the City, and possibly Volusia County, to pay for their share of the scheduled improvements to the road segments and intersections impacted by the development of this site. In addition to a fair-share payment, the developer of the property may be required to construct mobility improvements to improve capacity and provide alternative modes of transportation along this corridor such as, turn lanes, traffic signal modifications, and sidewalks.

At this time, the segment of Taylor Road between Crane Lakes Boulevard and Summer Trees Road is slightly above capacity (1.76% above road capacity of 17,350 daily trips). To address capacity for this segment, Volusia County is acquiring right-of-way to widening Taylor Road with the addition of another west bound and east bound travel lane. The widening project is currently on the County's Unfunded Needs List and according to Volusia County, the widening project could receive funding within the next 10-15 years. For all property along Taylor Road, west of Summer Trees Road, dedication of land for the ultimate 120-foot right-of-way for Taylor Road may be required.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed FLU amendment. The City's adopted LOS standard is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically generate 13,920 gallons per day (gpd) of wastewater. This is a net increase of 4,640 gpd between the current and proposed FLU designations.

POTABLE WATER

The City has available potable water capacity (well and Consumptive Use Permit) to serve the proposed FLU amendment. The City's adopted LOS standard is 180 gallons per day per ERU and 1/10 gallon per square foot per day of commercial, industrial, or institutional

development. Using these standards, the proposed land use would theoretically demand 15,660 gpd of potable water. This is a net increase of 5,220 gpd in demand between the current and proposed FLU designations. Even though the City may have the technical capability to pump 15 MGD from its wells, prohibitions within the City's 20-year Consumptive Use Permit (CUP) issued by the St. Johns River Water Management District (SJRWMD) significantly limit the amount of water that is permitted to be withdrawn. The City's CUP allows for an average daily withdrawal of 8.74 MGD and a maximum daily withdrawal of 13.28 MGD in 2019. Actual average daily flow during the 2018 calendar year was 6.01 MGD. When reviewing Future Land Use amendments, the following is considered to determine the amount of permitted water capacity available for all other future uses: the current year CUP allocation, consumption in the previous calendar year, reserved capacity, and projected consumption. Based upon these measures, the City still has available CUP capacity.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. The City's collection standard is 1,350 residential units per curbside collection crew, per day, and a weight standard of 3.21 pounds per person per day. The proposed land use would generate 626 pounds of garbage per day. This is a net increase of 209 pounds/day between the current and proposed FLU. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050.

STORMWATER DRAINAGE

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

RECREATION AND OPEN SPACE

There is available capacity at existing park facilities to accommodate the proposed FLU amendment. The proposed FLU designation would require 1.37-acres of parkland. According to the City's 2018 Concurrency Management Report, the City has an excess of 60 acres of parkland, so no additional parkland is required.

SCHOOLS

The Volusia County School District reviewed the proposed FLU amendment for impacts to school capacity. The School District determined that there is adequate school capacity for the estimated eleven (11) students anticipated to be generated by the proposed FLU amendment (Exhibit 3).

ENVIRONMENTAL CONDITIONS

An environmental analysis was prepared by Ecological Consulting Solutions, Inc. (ESC). The dominant habitat on the property is upland coniferous forest, composed primarily of slash pine trees with scattered live oak trees. According to the environmental analysis, there are no protected plant species or wetlands on-site but there is one gopher tortoise burrow. Any subsequent development will be required to comply with all federal, state, regional and local regulations pertaining to the protection and preservation of valuable environmental resources.

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the adopted Port Orange Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU category is compatible with adjacent parcels and adequate capacity exists for potable water, sewer, schools, and solid waste to accommodate the proposed amendment. As for traffic, a roadway segment slightly over capacity was identified and as with all development, the specific site development proposal for the subject property shall comply with the Land Development Code and concurrency regulations requiring adequate roadway improvements and facilities to be provided or pay for the share of the scheduled improvements to road segments and intersections impacted by the development of this site at the time of development.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by scale of development, intensity, density, and type of use, and the juxtaposition of uses.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property is surrounded by White Acres Nursery to the north, Gamble Place to the south, single-family to the east, and vacant commercial land to the west (see Table 1 – page 3).

The subject property will also comply with design requirements in the Land Development Code to ensure compatibility between land uses, such as scale of development, height, setbacks, landscape buffers, architectural design, and screen wall/fence.

3. *An amendment shall not result in negative economic, social, or other impacts to the City of Port Orange.*

Staff finding: All public facilities have adequate capacity to accommodate the proposed amendment and therefore there are no negative impacts.

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

Staff finding: The subject property is not located within the Hurricane Vulnerability Zone.

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

Staff finding: The proposed amendment will not encourage sprawl. Pursuant to section 171.043(1) Florida Statutes, the subject property was determined to be, reasonably compact and to not contribute to urban sprawl during the 2018 annexation review. The proposed amendment is for an infill property that has access to existing infrastructure and services (see Smart Growth Summary below).

SMART GROWTH SUMMARY

The proposed Future Land Use amendment expands housing choices by developing areas of infill or underutilized vacant land within the City that has accesses to existing infrastructure and services (water, sewer, roads, schools, etc.) [Future Land Use Element, Policy 1.2.4 and 2.3.8]. The proposed future land use allows the layout of housing options that can support the preservation of existing historic and specimen trees on the property by promoting a more compact layout. The subject property will connect to the sidewalk network on Taylor Road, by extending the PUD sidewalk through the access property to Taylor Road, to promote walking and biking to established commercial development, offices, services, multi-modal facilities (sidewalks and bike lanes) along the Taylor Road and Williamson Boulevard corridors. The access property has a Future Land Use designation of Office/Residential Transition which supports office and retail uses which could support this development with goods and services as well as employment opportunities.

PUBLIC NOTICE

On June 14, 2019, staff posted the property notifying the public of the proposed FLU amendment and PUD rezoning. At the time this agenda item was prepared, there have been 3 inquiries received. The calls were general inquiries asking what was proposed with some concerns regarding traffic and the proposed density. A neighborhood meeting with adjacent residents was held by the applicant on September 23, 2019.

STAFF RECOMMENDATION

Staff recommends approval of the request to change the Future Land Use designation of approximately 14.47 acres of land from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre) along with Policy 2.1.7 to the Future Land Use Element limiting the density of the subject property to 6 units/acre, and transmittal to the required review agencies for review.

ATTACHMENTS

- Exhibit 1 – Current and Proposed Future Land Use Map
- Exhibit 2 – Current and Proposed Zoning Map
- Exhibit 3 – Volusia County School District Review Letter

EXHIBIT 1

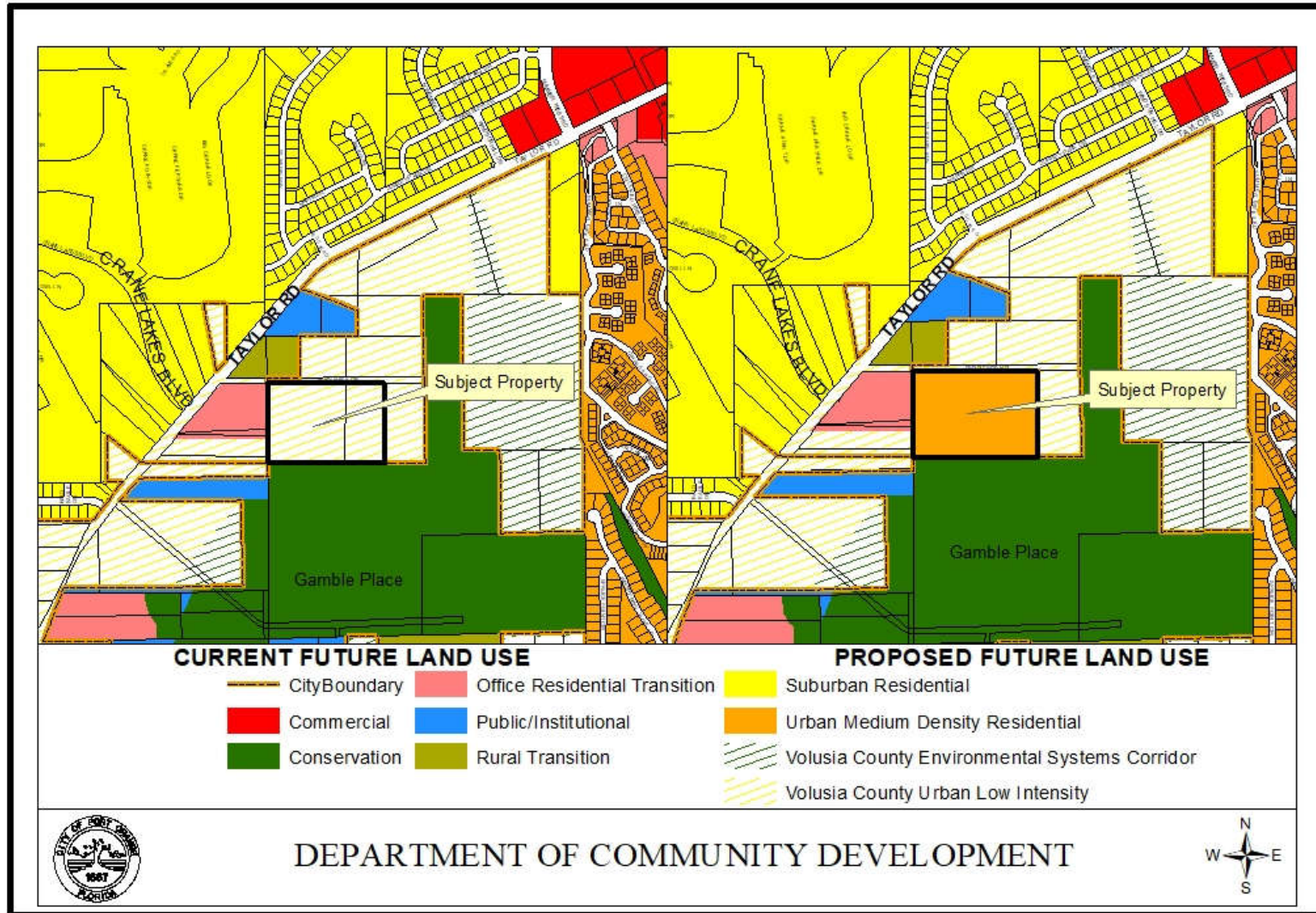
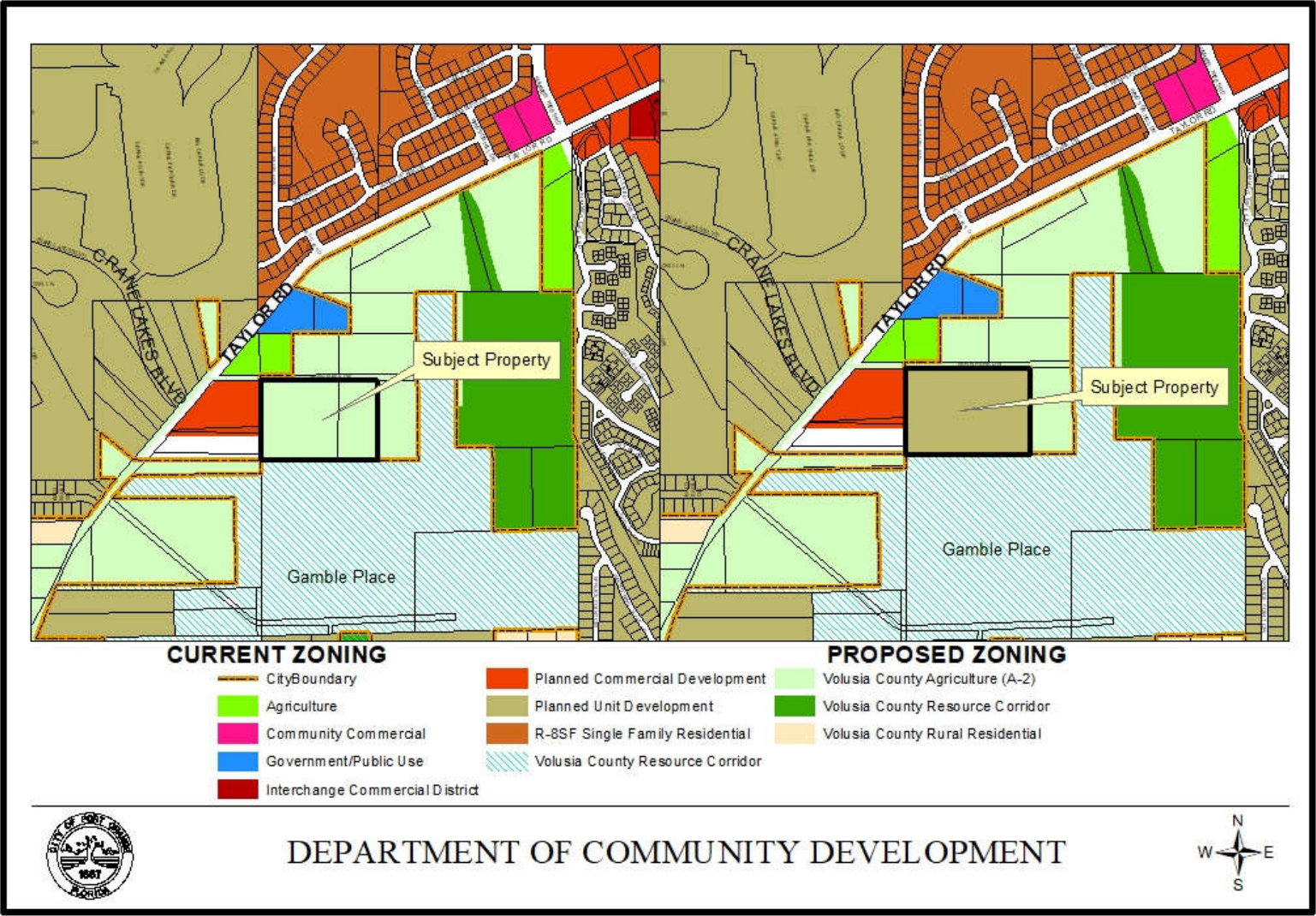
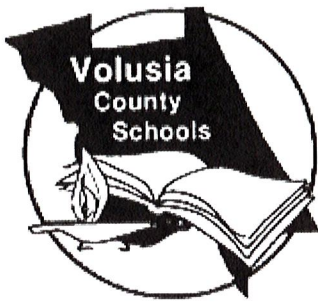


EXHIBIT 2





Mr. James T. Russell
Superintendent of Schools

EXHIBIT 3 FACILITIES SERVICES

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

School Board of Volusia County

Mr. Carl Persis, Chairman
Mrs. Ida D. Wright, Vice-Chairman
Mrs. Linda Cuthbert
Mr. Ruben Colón
Ms. Jamie M. Haynes

School Concurrency Determination Concurrency Letter

26 June 2019

Colleen Miles
Land Development Resource Group
140 South Beach Street, Suite 400
Daytona Beach, FL 32114

RE: Fleur de Sol Townhomes – City of Port Orange
School Concurrency Case #19-04-01-001-R

Dear Ms. Miles,

The District has reviewed the updated information for the residential project known as Fleur de Sol Townhomes. The 14.47 +/- acre project site is located at 1727, 1737 Fern Park Drive, near the intersection of Fern Park and Taylor Road, within the City of Port Orange. Information provided within the school concurrency application indicates the development activity will consist of eighty-four (84) multi-family units.

The district uses a county wide Student Generation Rate (SGR) of (0.127) per multi-family dwelling unit to calculate projected students¹. By applying the SGR to the use types in Table 1 below, we find the project could generate eleven (11) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	.273	0	0
Multi Family Dwelling Unit	.127	84	10.67
Mobile/ Manufactured Home Dwelling Unit	.047	0	0
	Total		11

The Concurrency Analysis (Table 2) adjusts for impacts to the Concurrency Service Areas (CSAs) by accounting for current school year enrollments, existing reservations at the impacted schools, and the projected students generated by the applicant. These factors give an associated utilization or Level of Service (LOS) percentage for each CSA.

The schools impacted by this development are Sweetwater Elementary, Creekside Middle School, and Spruce Creek High School.

¹ Most recent student generation rates are found in the School Impact Fee Update dated February 19, 2019. Study performed by Tindale Oliver.

Fleur de Sol Townhomes – City of Port Orange
26 June 2019

Concurrency Analysis

Table 2

Schools	Adopted LOS	SY 18/19 Enrollment	Active Reservations	Existing LOS w/ Res	Students Generated by Request	Result LOS
Sweetwater Elementary	115%	680	9	95%	5	96%
Creekside Middle	115%	1170	9	104%	3	104%
Halifax High CSA (Spruce Creek HS)	120%	7499	245	102%	3	102%
Other					0	

The adopted LOS standard at elementary and middle school is (115%) of permanent student stations and (120%) for high school CSAs. This projected increase in students will not exceed the adopted LOS at any school level; therefore, the school district does not have an objection to the proposed site plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

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

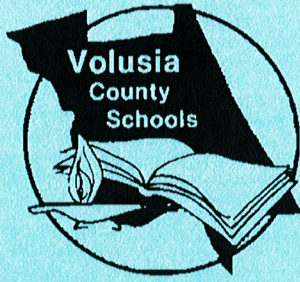
If you should have additional questions or require more information, please feel free to contact me at extension 50810.

Sincerely,

Eric A. Kozielski 26 JUN 2019

Eric A. Kozielski
Planning & GIS Specialist

Cc: James Russell, Superintendent of Schools
Penelope Cruz, City of Port Orange
Brad Bauknecht PE, Newkirk Engineering
Kiersta Hill, VCSB Planning Services
Project File



Certificate of School Concurrency

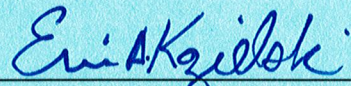
Volusia County School Board

Project Information	
Project Name	Fleur Del Sol
VCSB Project #	19-04-01-001-R
Jurisdiction Project#	
Parcel ID Numbers:	6319-0000-0170; 6319-0000-0180
Project Location:	1727 & 1737 Fern Park Drive
# of residential units:	84
Residential Unit Type:	Multi-family TWNHM
Property Owners:	Danielle Garguilo
Applicant/Agent Name:	Colleen Miles/ Land Resource Development Group

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

School Concurrency Analysis					
School Levels:	Elementary	Middle	High	Other	Total Student Stations Reserved
Students Generated	5	3	3	0	11
Comments: This certificate is required to be included with the building permit submittal(s) as proof of school concurrency.					

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



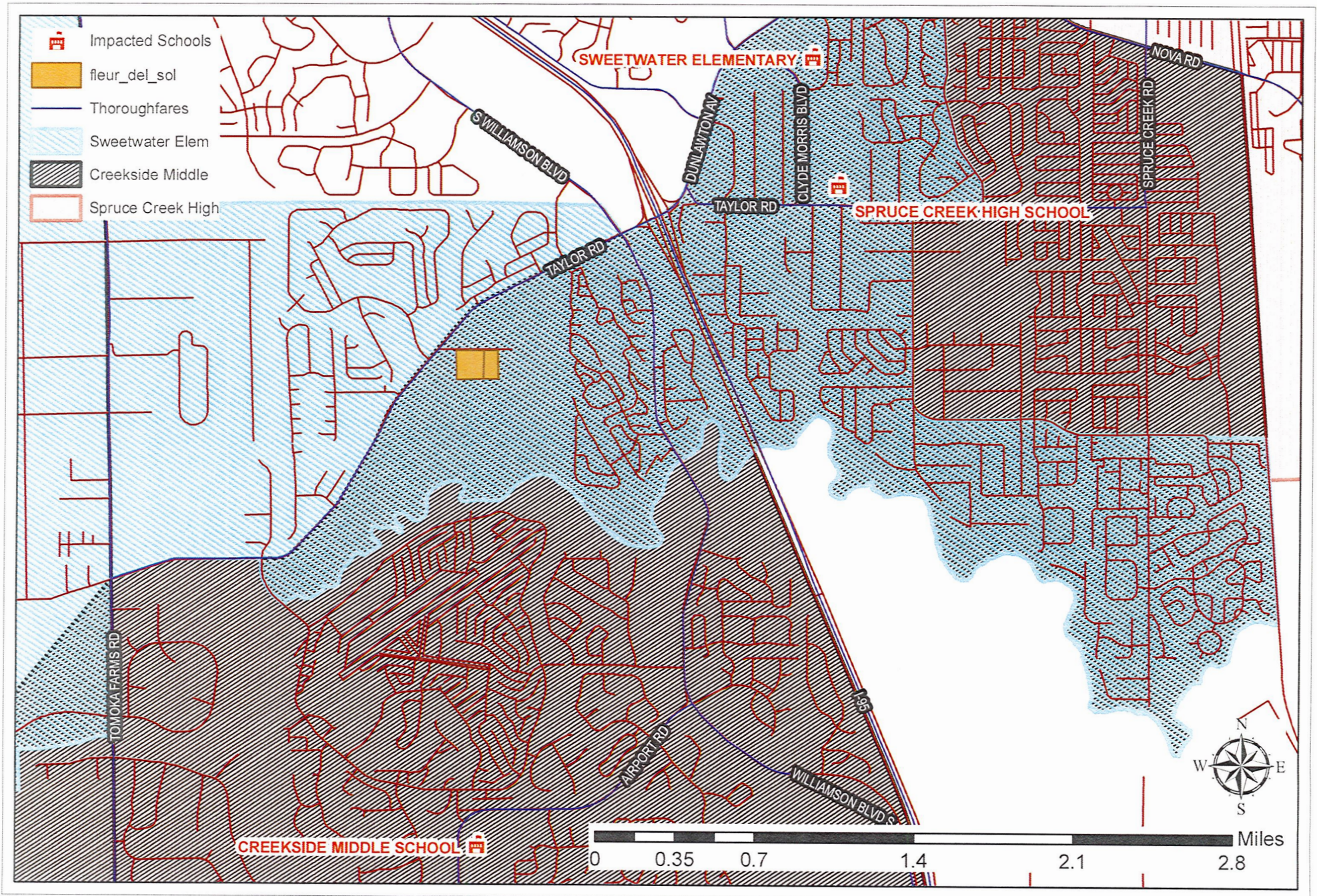
Eric Kozielski
Planning and GIS Specialist

26JUNE2019
Issue Date

VCSB Schools Impacted by Development Proposal

School Concurrency Review - Fleur Del Sol

Created by Facilities Services
JUN2019





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/19/2019

Consent item: No

SUBJECT: (G16) First Reading - Ordinance No. 2019-39 - PUD Rezoning/Fleur de Sol PUD (Case No. 19-65000002)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-39, to rezone ±14.47-acres from Volusia County A-2 (Rural Agriculture) to Planned Unit Development (PUD) and approval of the Fleur de Sol PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

SUMMARY: Planning Commission Action (10/24/19): Recommended Denial

Land Development Resource Group (LDRG), LLC, applicant on behalf of the property owner, requests to rezone ±14.47 acres from Volusia County A-2 (Rural Agriculture) to Planned Unit Development (PUD) and approval of the Fleur de Sol PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located on the east side of Taylor Road and Crane Lakes, south of Fern Park Drive. The proposed PUD Amendment provides the regulatory framework for a multi-family residential site consisting of a maximum of 84 townhomes along with associated on-site and off-site improvements. Access to the development will be provided at the signalized intersection at the intersection of Taylor Road and Crane Lakes Boulevard. An access easement will be provided through the adjacent commercially zoned property with frontage on Taylor Road, known as the Access Property.

The PUD zoning district allows an applicant to request flexibility from some standard code requirements to accommodate innovative or unique subdivision or site design. The City Council will need to consider the following deviation from the LDC requested by the applicant to allow for off-site signage along Taylor Road due to the configuration of the proposed development layout. The PUD property does not have direct frontage onto a right-of-way which is unique from a standard townhome development. In order to provide visibility for access into the townhome development, signage is needed along Taylor Road.

The proposed amendment is consistent with the proposed land use and density allowed by the *Urban Medium Density Residential* Future Land Use (FLU) designation of the property. The proposed MDA allows a maximum of 84 dwelling units or 5.8 dwelling units/acres and is consistent with the density allowed by the proposed Urban Medium Density Residential FLU designation and density limit cap policy (6 units per acre).

The proposed project promotes expanded housing options along Taylor Road by developing areas of infill or underutilized vacant land within the City that has accesses to existing infrastructure and services (water, sewer, roads, schools, etc.) . The layout of the proposed PUD incorporates the existing historic trees on the property into the design and meets the specimen tree protection requirements of the LDC. The PUD will reserve a minimum of 60% of the property as open space for the enjoyment of the residents within the proposed development. The subject property will connect to the sidewalk network on Taylor Road.

The staff report is attached for more information.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Ord. No. 2019-39 with exhibits	Ord. No. 2019-39 - MDA Fleur.pdf
2.	Staff Report	Revised Staff Report_Fleur De Sol PUD Rezoning CC.pdf

Penelope Cruz	Created/Initiated - 10/31/2019
Tim Burman	Approved - 10/31/2019
Shannon Balmer	Approved - 11/6/2019
Jake Johansson	Approved - 11/7/2019
Robin Fenwick	Final Approval - 11/7/2019

ORDINANCE NO. 2019-39

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±14.47 ACRES LOCATED ON THE SOUTH SIDE OF FERN PARK DRIVE, EAST OF TAYLOR ROAD AND CRANE LAKES FROM VOLUSIA COUNTY A-2 (RURAL AGRICULTURE) TO PLANNED UNIT DEVELOPMENT (PUD) AND APPROVING A MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR THE FLEUR DE SOL PLANNED UNIT DEVELOPMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the property owner has requested the rezoning of the property consisting of approximately ±14.47 acres from Volusia County A-2 (Rural Agriculture) to Planned Unit Development (PUD); and

WHEREAS, the city and Developer desire to enter into the Fleur De Sol Planned Unit Development Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); (hereinafter referred to as the "Fleur De Sol PUD");

WHEREAS, Developer submitted a request to the Planning Commission to approve the MDA and CDP for Fleur De Sol PUD; and

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

WHEREAS, the Planning Commission has by a majority vote recommended denial of the proposed Fleur De Sol Planned Unit Development Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the property consisting of approximately ±14.47 acres located on the south side of Fern Park Drive, east of Taylor Road and Crane Lakes described in **Exhibit "1"**, attached hereto, from Volusia County A-2 (Rural Agriculture) to Planned Unit Development (PUD).

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

Section 3. The City Council of the City of Port Orange does hereby approve the

Fleur De Sol Planned Unit Development Master Development Agreement ("MDA"), attached hereto as **Exhibit "3"**.

Section 4. The Mayor and City Manager are hereby authorized to execute said Fleur De Sol PUD Master Development Agreement on behalf of the City of Port Orange.

Section 5. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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

Section 7. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____, 2019

Passed and adopted on second and final reading on the _____ day of _____, 2019

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

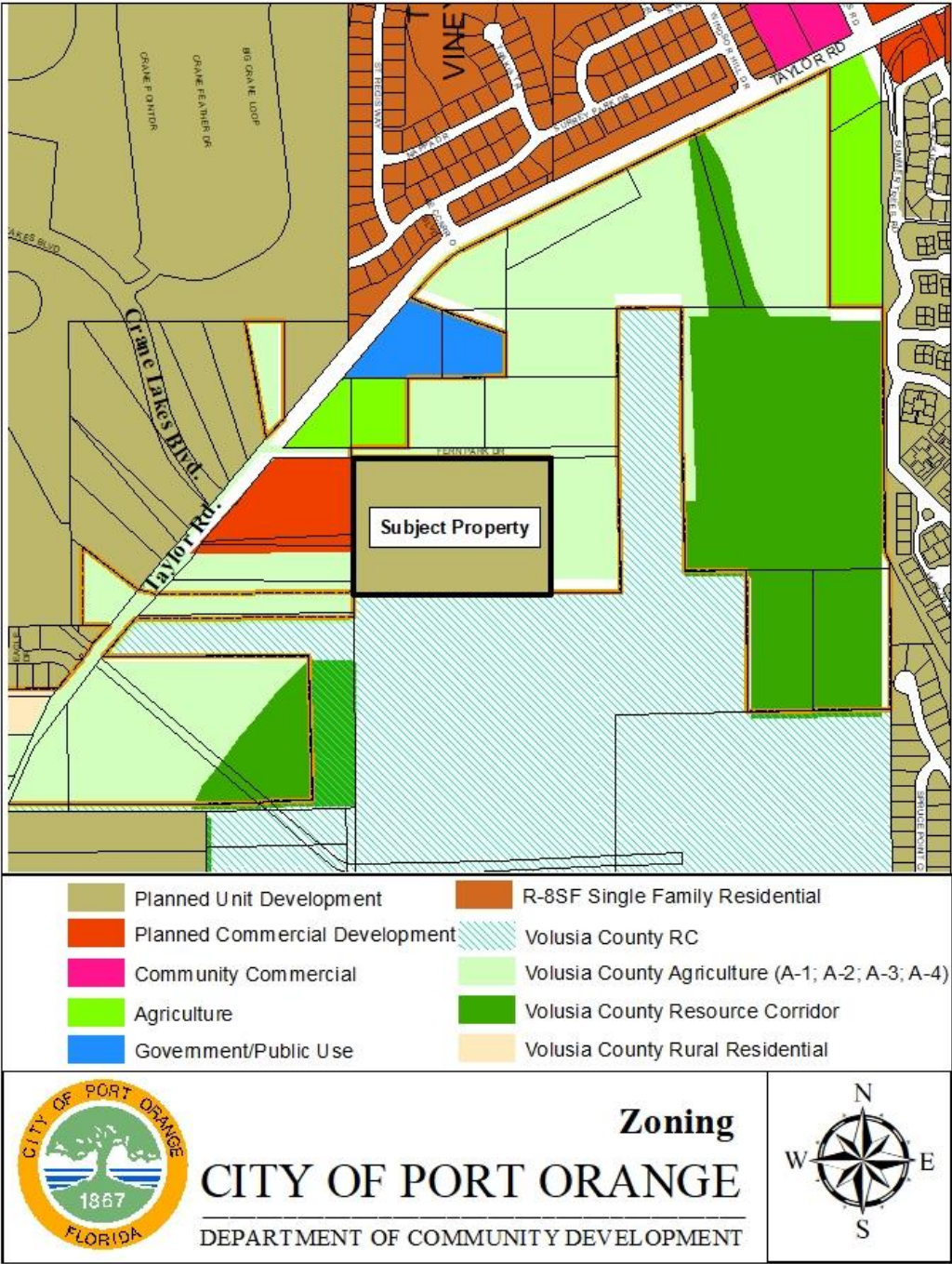
EXHIBIT "1"

LEGAL DESCRIPTION:

BEING A PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, LYING SOUTHERLY OF FERN PARK DRIVE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF COMMENCEMENT BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID CORNER BEING MARKED WITH A 1-1/2" IRON PIPE AND CAP, NO ID. (PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER REPORT DOCUMENT NUMBER 073030); THENCE RUN NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 1351.50 FEET TO A 1-1/2" IRON PIPE AND CAP ILLEGIBLE, MARKING THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 19; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00 DEGREES 03 MINUTES 20 SECONDS WEST, A DISTANCE OF 675.75 FEET TO A 4 INCH X 4 INCH CONCRETE MONUMENT WITH AN IRON ROD AND NO ID, SAID POINT BEING ON THE SOUTHERLY LINE OF A 25 FOOT WIDE INGRESS / EGRESS & UTILITY EASEMENT FOR FERN PARK DRIVE, AS RECORDED IN OFFICIAL RECORD BOOK 5934, PAGE 925, PUBLIC RECORDS VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING THE WEST LINE OF SAID SECTION 19, SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST ALONG THE SAID SOUTHERLY LINE OF SAID FERN PARK DRIVE, A DISTANCE OF 50.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, A DISTANCE OF 934.41 FEET TO A 1/2" IRON PIPE, NO ID, THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 00 DEGREES 13 MINUTES 02 SECONDS EAST, A DISTANCE OF 671.83 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 19; THENCE ALONG SAID SOUTH LINE NORTH 89 DEGREES 55 MINUTES 35 SECONDS WEST A DISTANCE OF 936.29 FEET TO A POINT 50.00 FEET EASTERLY OF AFORESAID SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4), SECTION 19; THENCE NORTH 00 DEGREES 03 MINUTES 20 SECONDS WEST AND PARALLEL WITH THE WESTERLY LINE OF SAID NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4), SECTION 19, A DISTANCE OF 675.75 FEET TO THE POINT OF BEGINNING.

Exhibit "2"



**FLEUR DE SOL PLANNED UNIT DEVELOPMENT
A RESIDENTIAL PUD
MASTER DEVELOPMENT AGREEMENT**

CITY OF PORT ORANGE, a Florida municipal corporation (“City”), and **DANIELLE GARGUILO SAHLMAN** (“Owner”) and **CRANE LAKES DEPOT, LLC** (“Access Owner”), hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development (PUD), commonly known as “FLEUR DE SOL”, involves approximately 14.466+/- acres of land which is legally described on Exhibit “A-1” attached hereto, and shall henceforth be referred to as the “Property”. The property is under the ownership of Danielle Garguilo Sahlman (“Owner”). Access to the property will be via the adjacent property under the ownership of Crane Lakes Depot, LLC (“Access Owner”). Said property being legally described in Exhibit “A-2” (“Access Property”).

2. DEVELOPMENT CONCEPT

The Fleur de Sol PUD provides for a townhouse residential development that offers a unique housing type, adding additional housing choices to the Port Orange community. It will be marketed and targeted for a variety of demographic groups, providing affordability and less maintenance responsibilities.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the “MDA”) and the Conceptual Development Plan (the

“Conceptual Plan” or “CDP”), attached hereto as Exhibit “B-1”, for the Property which generally depicts the planned layout of streets, common areas, building locations, and other planned features and improvements to the Property and demonstrates dimensional requirements within the PUD. Access to a public right-of-way from the Fleur de Sol PUD (the Property) via the Access Property (Exhibit “B-2”) is required and shall be legally established prior to the issuance of a Development Order for a Site Plan for the development of the Property. Collectively, this MDA and the Conceptual Plan for the Property may be referred to as the “Plan”. In the event of a conflict between the terms and provisions of the MDA and the graphic illustrations of the Conceptual Plan, the MDA shall control. If the MDA is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Plan. Unless otherwise specifically described within the MDA, final development and development permits for uses/structures within the PUD shall comply with regulations, ordinances, and resolutions in effect at the time of plan approval or permit application.

The parties acknowledge that compliance with the City’s Land Development Code (the “LDC”) may necessitate modification of the Conceptual Plan. In the event modification to comply with the LDC is required, and the modifications of the Conceptual Plan are not in conflict with the textual provisions of this MDA and any City ordinances not superseded by this MDA, the modifications shall be deemed “minor” and may be approved without formal amendment to this MDA. Minor modifications shall require City Administrative Official’s written approval. If Developer is not satisfied with the suggested resolution of any problem or the decision of City Administrative Official categorizing the modification as minor or major, Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to City Council.

4. USAGE OF THE PROPERTY

A. Permitted Uses

The property shall be used for residential purposes and developed as a residential community with open space and other buffers as specified herein. The project shall be developed for a maximum of eighty-four (84) townhouse dwelling units for a maximum density of six (6.0) dwelling units per acre. When considered in light of other housing and community choices in the vicinity, Fleur de Sol will provide a compatible residential development while providing a unique option to the Port Orange community.

B. Temporary Use

The existing agricultural use of the property shall be allowed to continue until the Site Plan is approved and thereafter shall cease within ninety (90) days after the issuance of the Development Order for the Site Plan.

C. Building Areas

Dimensions and configurations within the PUD are generally depicted on the Conceptual Plan. Townhouse buildings shall be constructed with zero lot lines with no more than six (6) units occupying a single building. The minimum building separation shall be 25'. Minimum floor area is 1,400 s.f. per unit.

D. Number of Units/Density

The total number of residential units in the development shall not exceed eighty-four (84) dwelling units or a gross project density of 6.0 dwelling units per acre.

E. Open Space

The Fleur de Sol PUD complies with the LDC requirement of a minimum of sixty (60%) percent of the total project area as open space.

F. Maximum Coverage

1. Maximum Impervious: 40%
2. Minimum Open Space: 60%

G. Maximum Building Height

The maximum building height shall not exceed thirty-five (35') feet.

H. Minimum Building Setbacks (Internal)

1. Front: 20' (back of sidewalk)
2. Rear: 15' (from pond)
3. Side: 0'
4. Building Separation: 25'

I. Minimum Building Setbacks (Property Line)

1. North: 25' (property line); 20' (off access easement per O.R. 5934, PG 925)
2. South: 40'
3. East: 50'
4. West: 25'

5. ARCHITECTURAL STANDARDS AND REVIEW

The overall architectural theme of the PUD shall be as generally depicted on the attached drawings and incorporated as Exhibit “C”. The townhomes and all amenity and ancillary buildings shall maintain the overall architectural theme. All colors and materials, signage, building orientation, and architectural styles shall be consistent with that theme and with the LDC.

Site location signage for the Fleur de Sol development will be located off-site on the Access Property as agreed by the Access Owner. On-site signage will be located at the entry point of the Fleur de Sol PUD generally as shown on the CDP and will match the overall architectural theme with curved entry walls at the entrance and depict the name of the development. Signage shall be designed in accordance with the LDC.

6. PHASING

Development of the Property may occur in phases or sub-phases. Each phase or sub-phase of the Property shall conform to City standards of functionally “standing alone” in regard to provisions of access to infrastructure including, but not limited to, roads, potable water, sewer, reclaimed water and other required infrastructure.

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

It is anticipated that Developer will extend water and sewer lines to serve the PUD Property and the development authorized herein. If City desires to extend water and sewer lines prior to Developer’s need for installation of Developer’s lines, Developer shall grant the necessary easements to City and City shall, at its sole cost, install and pay for such lines.

Stormwater shall be retained as generally depicted on the Conceptual Plan. Developer shall comply with the City's LDC and the rules and regulations of the St. Johns River Water Management District concerning stormwater drainage. All utilities shall be designed and constructed to meet the latest Code of Ordinance, Land Development Code and City Standard Construction Details. The lift station will be required to be built with either the Fleur de Sol PUD or the development of the Access Property, whichever site is developed first. The gravity sewer will be provided through a tie-in to the manhole located in front of the lift station.

8. ROADS, SIDEWALKS, PARKING, ACCESS, AND CONNECTIVITY

Roads and sidewalks within the Fleur de Sol PUD shall be private. The roadway within the PUD shall be twenty-four (24') in width. Sidewalks shall be on both sides of all roads within the PUD, as depicted on the CDP.

The development of the Fleur de Sol PUD shall comply with the transportation concurrency management requirements established in the City of Port Orange Comprehensive Plan and LDC. Access to the development shall be via an access easement through the Access Property.

All parking constructed within Fleur de Sol shall be in accordance with City standards. Parking for the townhomes shall meet the minimum requirements of 2 parking spaces per unit, plus 0.25 spaces per unit for visitor parking, plus 0.10 bicycle spaces per required parking space.

9. IMPACT FEE CREDIT

Nothing in this MDA shall be construed as a waiver by Developer of its right to pursue impact fee credits for any and all work performed by Developer for which impact fee credits can be awarded. Alternatively, in the event that Developer works with the City of Port Orange to

facilitate public benefit, impact fee credits may be requested by Developer according to Chapter 21, Article II, of the LDC.

10. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES

Developer will operate, maintain, and control, subject to other documents of record, the open space, and common facilities, including but not limited to all sidewalks, parking lots, and access driveways, all of the lakes and stormwater drainage systems within the PUD and the entrance features and areas to the PUD. The Owner will have the authority and means to hire, supervise, and regulate persons employed by them for the maintenance, repair, and operation of open space areas and facilities. If the Owner fails to perform the maintenance, repair, or replacement, as necessary, of the stormwater drainage facility, the City shall have the right to enter upon the common area of the PUD and to provide the maintenance, repair, or replacement of the stormwater drainage facility and shall have the right to lien the owner(s) of the PUD for the cost of such maintenance, repair, and replacement as the City shall deem necessary.

11. PROJECT BUFFERS AND LANDSCAPING

In order to comply with the requirements of Chapter 13, of the LDC, a perimeter buffer shall be provided as shown on the Conceptual Plan and shall comply with the following standards and requirements. A perimeter landscape buffer with a width of twenty (20') feet shall be provided along the west property boundary. A perimeter landscape buffer with a width of twenty-five (25') feet shall be provided along the north property boundary. A perimeter landscape buffer of forty (40') feet shall be provided along the east and south property boundaries. Landscaping within the perimeter landscape buffers shall meet or exceed the

minimum requirements of the LDC. Existing vegetation in the perimeter buffer that may remain undisturbed shall count towards the landscaping requirements for the buffer. Existing vegetation that is determined by the City to be invasive exotics diseased/dying and/or interfering with required extension of utilities may be removed, provided that any viable protect or specimen trees shall be mitigated in accordance with the LDC, as amended. Maintenance and repair of the landscape buffers within said common areas shall be the responsibility of the Owner.

12. ENVIRONMENTAL CONSIDERATIONS

The PUD shall comply with the tree preservation requirements of the LDC. The Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species. Compliance with City Environmental Protection Code may necessitate modifications to the Conceptual Plan.

13. EXPIRATION

The duration of this MDA shall not exceed ten (10) years from the date of its execution. This MDA may be extended for an additional five (5) year term by mutual consent of Developer and the City subject to a public hearing. Failure to comply with the schedule set out above shall cause this MDA to lapse unless the schedule is modified by mutual agreement of Developer and the City. Development shall be as defined by the LDC.

14. EFFECTIVE DATE

This Agreement shall become effective upon recording by the City of Port Orange at the Developer's expense in the public records of Volusia County, Florida. The second reading of the Ordinance shall not take place until the Developer has provided an executed copy of the MDA to the City of Port Orange 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 upon approval by City Council.

15. AMENDMENTS

Amendments to this MDA, other than minor modifications to the Conceptual Plan, shall not be effective unless in writing and signed on behalf of the City and by all record title property owners of the land for which this amendment is to be applied.

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

- A. Notice of intent to consider an amendment to this MDA shall be published by the City, at the Developer's cost, in a newspaper of general circulation and readership in Volusia County, Florida.
- B. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(C), Florida Statutes, as amended from time to time.
- C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
- D. The notices required above shall specify the location of the PUD Property, the location of the portion of the PUD Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
 - a. Changes in permitted, conditional, and/or prohibited uses proposed;

- b. Changes in population densities proposed; and
 - c. Changes in building intensities and/or heights proposed.
- E. The notices shall specify a place where a copy of the proposed amendment can be obtained.

16. CONFORMANCE WITH THE LAWS

Owner agrees:

- A. To develop the property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property.
- B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at a public expense, and that Owner's successor's in title will be bound by Owner's commitments made in this MDA. This shall include the City of Port Orange Comprehensive Plan.
- C. To be bound by all City codes and ordinances that are not in conflict with provisions of the MDA.

17. ENFORCEABILITY

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

18. PRIOR AGREEMENTS

This MDA represents the complete understandings by and between the parties with respect to the development and continued use of the subject property. Any and all prior agreements between the parties with respect to any subject comprehended by this MDA is hereby voided and superseded by this MDA.

[PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this

____ day of _____, 2019.

Signed, sealed and delivered
in the presence of

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2

CITY OF PORT ORANGE,
a Florida municipal corporation

By:_____
Donald O. Burnette, Mayor

Attest:

By:_____
Robin Fenwick, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by Donald O. Burnette, Mayor of City of Port Orange, Florida, a Florida municipal corporation,
on behalf of City, who is personally known to me and did not take an oath.

Notary Type, Print or Stamp Name
My commission expires:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by Robin Fenwick, City Clerk of City of Port Orange, Florida, a Florida municipal corporation,
on behalf of City, who is personally known to me and did not take an oath.

Notary Type, Print or Stamp Name
My commission expires:_____

OWNER:

By:_____

Print:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by _____.

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Notary Type, Print or Stamp Name
My commission expires:_____

OWNER:

By:_____

Print:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by _____.

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Notary Type, Print or Stamp Name
My commission expires:_____

EXHIBIT "A-1"

LEGAL DESCRIPTION:

BEING A PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, LYING SOUTHERLY OF FERN PARK DRIVE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF COMMENCEMENT BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID CORNER BEING MARKED WITH A 1-1/2" IRON PIPE AND CAP, NO ID. (PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER REPORT DOCUMENT NUMBER 073030); THENCE RUN NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 1351.50 FEET TO A 1-1/2" IRON PIPE AND CAP ILLEGIBLE, MARKING THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 19; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00 DEGREES 03 MINUTES 20 SECONDS WEST, A DISTANCE OF 675.75 FEET TO A 4 INCH X 4 INCH CONCRETE MONUMENT WITH AN IRON ROD AND NO ID, SAID POINT BEING ON THE SOUTHERLY LINE OF A 25 FOOT WIDE INGRESS / EGRESS & UTILITY EASEMENT FOR FERN PARK DRIVE, AS RECORDED IN OFFICIAL RECORD BOOK 5934, PAGE 925, PUBLIC RECORDS VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING THE WEST LINE OF SAID SECTION 19, SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST ALONG THE SAID SOUTHERLY LINE OF SAID FERN PARK DRIVE, A DISTANCE OF 50.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, A DISTANCE OF 934.41 FEET TO A 1/2" IRON PIPE, NO ID, THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 00 DEGREES 13 MINUTES 02 SECONDS EAST, A DISTANCE OF 671.83 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 19; THENCE ALONG SAID SOUTH LINE NORTH 89 DEGREES 55 MINUTES 35 SECONDS WEST A DISTANCE OF 936.29 FEET TO A POINT 50.00 FEET EASTERLY OF AFORESAID SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4), SECTION 19; THENCE NORTH 00 DEGREES 03 MINUTES 20 SECONDS WEST AND PARALLEL WITH THE WESTERLY LINE OF SAID NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4), SECTION 19, A DISTANCE OF 675.75 FEET TO THE POINT OF BEGINNING.

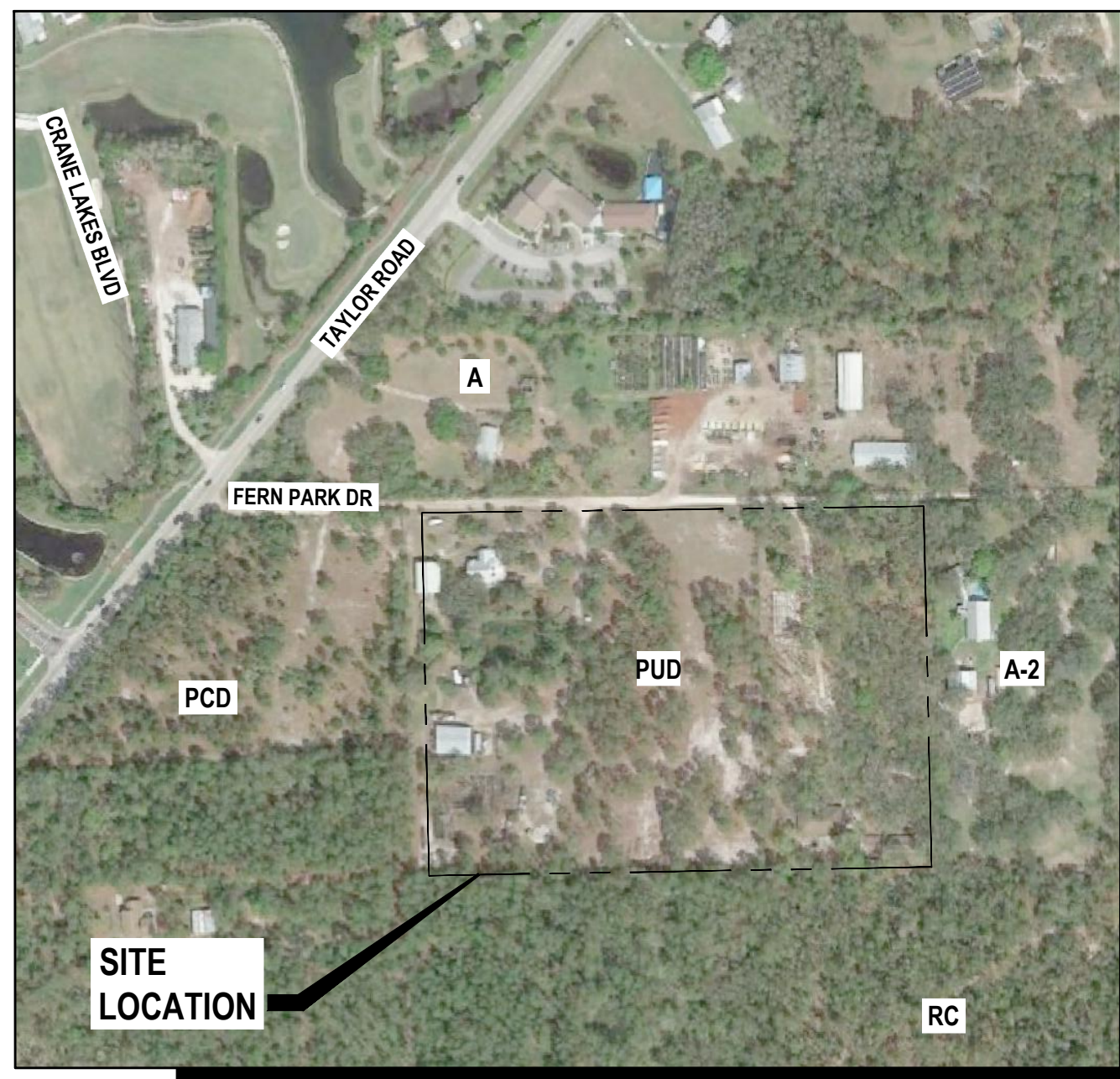
LEGAL DESCRIPTION: ACCESS PROPERTY

BEING A PORTION OF SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF COMMENCEMENT BEING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID CORNER BEING MARKED WITH A 1-1/2" IRON PIPE NO ID (PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER REPORT DOCUMENT NUMBER 73030); THENCE RUN NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 1351.50 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE OF SAID SECTION 24 NORTH 88 DEGREES 25 MINUTES 31 SECONDS WEST, A DISTANCE OF 889.07 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF TAYLOR ROAD (A PRESCRIPTIVE RIGHT-OF-WAY THAT VARIES), AS RECORDED IN RIGHT-OF-WAY MAP BOOK 1, PAGE 46, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING CALLS; THENCE NORTH 39 DEGREES 29 MINUTES 31 SECONDS EAST, A DISTANCE OF 30.58 FEET; THENCE NORTH 45 DEGREES 46 MINUTES 32 SECONDS EAST, A DISTANCE OF 100.50 FEET; THENCE NORTH 33 DEGREES 47 MINUTES 15 SECONDS EAST, A DISTANCE OF 100.61 FEET; THENCE CONTINUE ALONG THE EASTERLY RIGHT-OF-WAY LINE NORTH 39 DEGREES 29 MINUTES 31 SECONDS EAST, A DISTANCE OF 100.01 FEET; THENCE NORTH 40 DEGREES 03 MINUTES 54 SECONDS EAST, A DISTANCE OF 190.58 FEET; THENCE SOUTH 49 DEGREES 53 MINUTES 52 SECONDS EAST, A DISTANCE OF 6.05 FEET; THENCE NORTH 40 DEGREES 06 MINUTES 08 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 49 DEGREES 53 MINUTES 52 SECONDS WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 40 DEGREES 38 MINUTES 16 SECONDS EAST, A DISTANCE OF 94.42 FEET; THENCE NORTH 40 DEGREES 03 MINUTES 54 SECONDS EAST, A DISTANCE OF 200.00; THENCE CONTINUE ALONG EASTERLY RIGHT-OF-WAY LINE NORTH 45 DEGREES 46 MINUTES 32 SECONDS EAST, A DISTANCE OF 23.20 FEET TO A POINT ON A 25 FOOT WIDE INGRESS AND EGRESS AND UTILITY EASEMENT, PER OFFICIAL RECORDS BOOK 7136, PAGE 3051, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF SAID EASEMENT A DISTANCE OF 387.42 FEET; THENCE DEPARTING SAID SOUTH EASEMENT LINE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, A DISTANCE OF 675.55 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 35 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 445,279 SQUARE FEET OR 10.2 ACRES MORE OR LESS.



AERIAL MAP

SCALE: 1" = 300'

SITE DEVELOPMENT USAGE

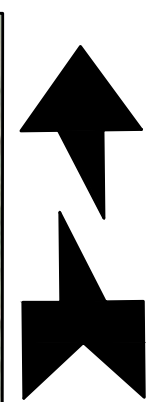
1. MINIMUM BUILDING SETBACKS (INTERNAL)	LANDSCAPE BUFFERS (OUTER PROPERTY LINE)
20 FEET FRONT (BACK OF SIDEWALK)	25 FEET NORTH PROPERTY LINE
15 FEET REAR (FROM POND)	40 FEET EAST PROPERTY LINE
25 FEET SIDE (BUILDING SEPARATION)	20 FEET WEST PROPERTY LINE
	40 FEET SOUTH PROPERTY LINE

MINIMUM BUILDING SETBACKS (PROPERTY LINE)

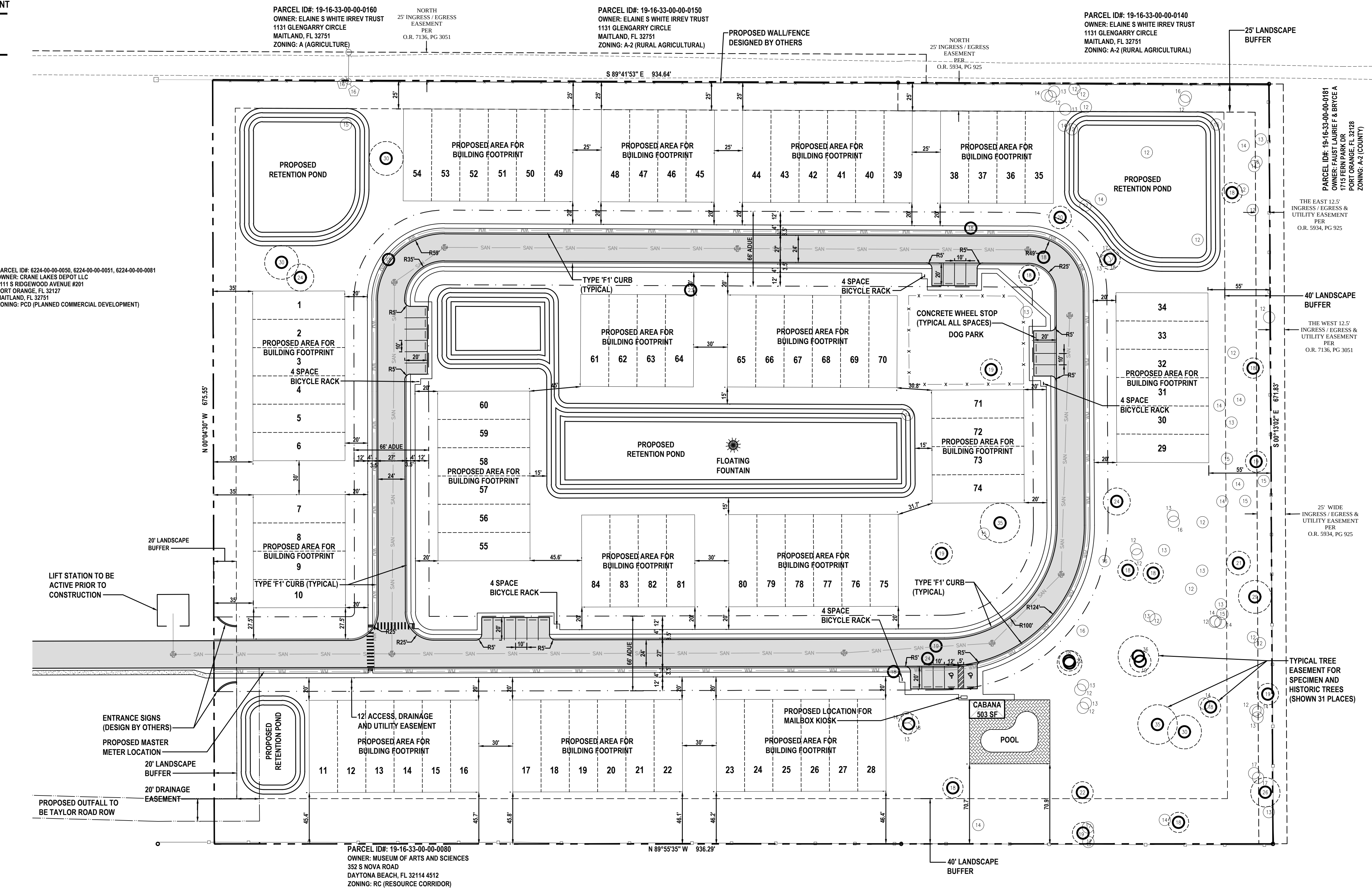
25 FEET NORTH
40 FEET SOUTH
50 FEET EAST
25 FEET WEST

2. EXISTING SITE COVERAGE:	SQ. FT	ACRE	%
BUILDINGS	19,072	0.438	3.0
STORMWATER	15,111	0.347	2.4
TOTAL OPEN SPACE	575,432	13.210	91.3
TOTAL IMPERVIOUS	39,583	0.909	6.3
TOTAL SITE(PRE DEDICATION)	630,126	14.466	100.0
3. PROPOSED SITE COVERAGE:	SQ. FT	ACRE	%
BUILDING (MAX FOR LAYOUT)	156,976	3.604	25.0
PAVEMENT	53,228	1.222	8.4
CONCRETE	41,864	0.961	6.6
TOTAL SITE	630,126	14.466	100.00
TOTAL IMPERVIOUS	252,050	5.786	40.0
TOTAL OPEN SPACE	378,076	8.680	60.0
TOTAL COMMON SPACE	126,025	2.893	20.0

- DIMENSIONAL REQUIREMENTS
MINIMUM OPEN SPACE 60%
MAXIMUM IMPERVIOUS 40%
MAXIMUM BUILDING HEIGHT 35'
MINIMUM LIVING AREA 1,400 SF
- TAX PARCEL IDS: 19-16-33-00-00-0180, 19-16-33-00-00-0170
- SITE CONSISTS OF: (32) MYAKKA-MYAKKA, WET, FINE SANDS, 0 TO 2 PERCENT SLOPES, (3) ARENTS, (13) CASSIA FINE SANDS, (63) TAVARES FINE SAND.
- EXISTING ZONING: VOLUSIA COUNTY (A-2); PROPOSED: (PUD) PLANNED UNIT DEVELOPMENT
- COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN (LDC, CH. 17, SEC. 19(G)).
- 30 SPECIMEN AND 1 HISTORIC TREE ARE SHOWN AS BEING PRESERVED ON THE CDP. ALSO SHOWN IN THE PLAN IS THE RESPECTIVE CONSERVATION EASEMENT AT EACH TREE. IF A PROPOSED RETAINED SPECIMEN TREE IS LOCATED IN OR NEAR A PROPOSED AREA OF CONSTRUCTION, EXTRA MEASURES SHALL BE TAKEN IN ORDER TO PRESERVE THE TREE. A MINIMUM OF 30 TREES SHALL BE RETAINED.
- STORMWATER EASEMENTS COVERING PIPELINES AND STORMWATER MANAGEMENT BASINS SHALL BE LEGALLY DESCRIBED AND RECORDED IN ACCORDANCE WITH THE CITY OF PORT ORANGE LDC CH. 6 SEC. 4 PRIOR TO THE 1ST CERTIFICATE OF OCCUPANCY.
- ALL ON-SITE UTILITIES ARE TO BE PRIVATELY OWNED AND MAINTAINED UNLESS OTHERWISE SHOWN.
- PARKING REQUIREMENTS
MULTI-FAMILY = 2 SPACES PER UNIT
= 2 x 84 UNITS MAX = 168 SPACES
(PROVIDED BY EACH UNIT)
VISITOR PARKING = 0.25 SPACES PER UNIT
= 0.25 x 84 UNITS MAX = 21 SPACES
PROVIDED = 23 SPACES + 2 HANDICAP = 25 SPACES TOTAL
BICYCLE PARKING = 0.1 PER PARKING SPACE
= 0.1 x 168 REQUIRED SPACES = 17 SPACES
PROVIDED = 5 BIKE AREAS x 4 BIKES/AREA = 20 SPACES TOTAL



PROJECT ZONING DISTRICT:
PUD - PLANNED URBAN DEVELOPMENT



PARCEL ID#: 6224-00-00-0050, 6224-00-00-0051, 6224-00-00-0081
OWNER: CRANE LAKES DEPOT LLC
5111 S RIDGEWOOD AVENUE #201
PORT ORANGE, FL 32127
MAITLAND, FL 32751
ZONING: PCD (PLANNED COMMERCIAL DEVELOPMENT)

PARCEL ID#: 19-16-33-00-00-0160
OWNER: ELAINE S WHITE IRREV TRUST
1131 GLENGARRY CIRCLE
MAITLAND, FL 32751
ZONING: A (AGRICULTURE)

PARCEL ID#: 19-16-33-00-00-0150
OWNER: ELAINE S WHITE IRREV TRUST
1131 GLENGARRY CIRCLE
MAITLAND, FL 32751
ZONING: A-2 (RURAL AGRICULTURAL)

PARCEL ID#: 19-16-33-00-00-0140
OWNER: ELAINE S WHITE IRREV TRUST
1131 GLENGARRY CIRCLE
MAITLAND, FL 32751
ZONING: A-2 (RURAL AGRICULTURAL)

PARCEL ID#: 19-16-33-00-00-0181
OWNER: JUST LAURE F & BRUCE A
1131 GLENGARRY CIRCLE
MAITLAND, FL 32751
ZONING: A-2 (COUNTY)

THE EAST 12.5'
INGRESS / EGRESS &
UTILITY EASEMENT
PER
O.R. 5934, PG 925

THE WEST 12.5'
INGRESS / EGRESS &
UTILITY EASEMENT
PER
O.R. 7136, PG 3051

25' WIDE
INGRESS / EGRESS &
UTILITY EASEMENT
PER
O.R. 5934, PG 925

TYPICAL TREE
EASEMENT FOR
SPECIMEN AND
HISTORIC TREES
(SHOWN 31 PLACES)

MASTER DEVELOPMENT AGREEMENT FLEUR DE SOL PLANNED UNIT DEVELOPMENT FOR PARCELS: 19-16-33-00-00-0180 & 19-16-33-00-00-0170

PROJECT TEAM

PROPERTY OWNER /
APPLICANT: DANIELLE GARGUILO
1727 FERN PARK DRIVE
PORT ORANGE, FL 32128
PHONE: (646) 267-5130
EMAIL: MYELLIEKITTEN@YAHOO.COM

AGENT: LAND DEVELOPMENT RESOURCE GROUP, LLC
140 SOUTH BEACH STREET
DAYTONA BEACH, FL 32114
PHONE: (386) 212-1942
EMAIL: COLLEEN@LDRGDAYTONA.COM

CIVIL ENGINEER/
LANDSCAPE
ARCHITECT: NEWKIRK ENGINEERING, INC.
1230 NORTH US HIGHWAY 1, SUITE 3
ORMOND BEACH, FL 32174
PHONE: (386) 290-7599
EMAIL: BRADB@NEWKIRK-ENGINEERING.COM

SURVEYOR: A1A SURVEYING
244 RIDGEWOOD AVENUE
DAYTONA BEACH, FL 32117
PHONE: (386) 882-1868
EMAIL: ALLEN@A1ASURVEYING.COM

LEGAL DESCRIPTION

BEING A PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, LYING SOUTHERLY OF FERN PARK DRIVE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF COMMENCEMENT BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID CORNER BEING MARKED WITH A 1-1/2" IRON PIPE AND CAP, NO ID, (PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER REPORT DOCUMENT NUMBER 073030); THENCE RUN NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 1351.50 FEET TO A 1-1/2" IRON PIPE AND CAP ILLEGIBLE, MARKING THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 19; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, A DISTANCE OF 675.75 FEET TO A 4 INCH X 4 INCH CONCRETE MONUMENT WITH AN IRON ROD AND NO ID, SAID POINT BEING ON THE SOUTHERLY LINE OF A 25 FOOT WIDE INGRESS / EGRESS & UTILITY EASEMENT FOR FERN PARK DRIVE, AS RECORDED IN OFFICIAL RECORD BOOK 5934, PAGE 925, PUBLIC RECORDS VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING THE WEST LINE OF SAID SECTION 19, SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST ALONG THE SAID SOUTHERLY LINE OF SAID FERN PARK DRIVE, A DISTANCE OF 50.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST, A DISTANCE OF 934.64 FEET TO A 1/2" IRON PIPE, NO ID, THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 00 DEGREES 13 MINUTES 02 SECONDS EAST, A DISTANCE OF 671.83 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SAID SECTION 19; THENCE ALONG SAID SOUTH LINE NORTH 89 DEGREES 55 MINUTES 35 SECONDS WEST A DISTANCE OF 936.29 FEET TO A POINT 50.00 FEET EASTERLY OF AFORESAID SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4), SECTION 19; THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST AND PARALLEL WITH THE WESTERLY LINE OF SAID NORTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4), SECTION 19, A DISTANCE OF 675.55 FEET TO THE POINT OF BEGINNING.

EASEMENT LEGEND

ADUE ACCESS, DRAINAGE, AND UTILITY EASEMENT
DUE DRAINAGE AND UTILITY EASEMENT
ROW RIGHT OF WAY (DEDICATED TO CITY)
AE ACCESS EASEMENT

15 SPECIMEN TREE WITH REQUIRED
EASEMENT (1" DIA FOR 1" CAL)
ONLY SHOWN FOR TREES PROPOSED TO KEEP

SPECIMEN TREE LEGEND :

TYPE (ALL SPECIES)	EXISTING	REMOVED	REMAIN
SPECIMEN	37	7	30
HISTORIC	1	0	1
	38	7	31 (81.5%)

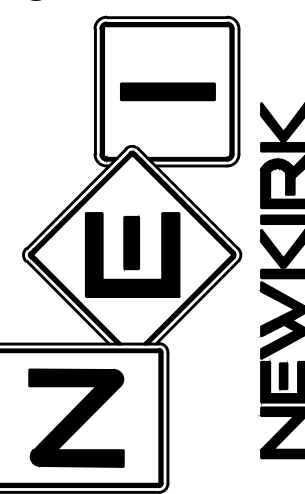
38 TREES / 14.466 ACRES = 2.63 TREE PER ACRE
SITE REQUIRES 80% SPECIMEN TREE RETENTION



REVISIONS

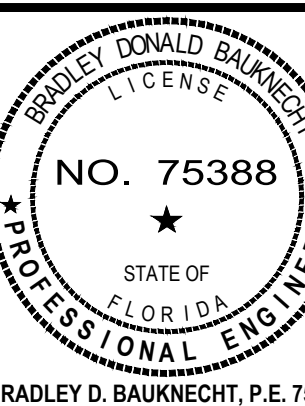
DATE	DESCRIPTION
6/26/19	SDRC STAFF COMMENTS
8/14/19	SDRC STAFF COMMENTS
8/20/19	SDRC STAFF COMMENTS

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.newkirk-engineering.com
C.A. # 30209
L.C. # 26000584
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Civil Engineering,
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Landscape Architecture



MDA PLAN
FLEUR DE SOL
1737 TAYLOR ROAD
PORT ORANGE, FL 32128

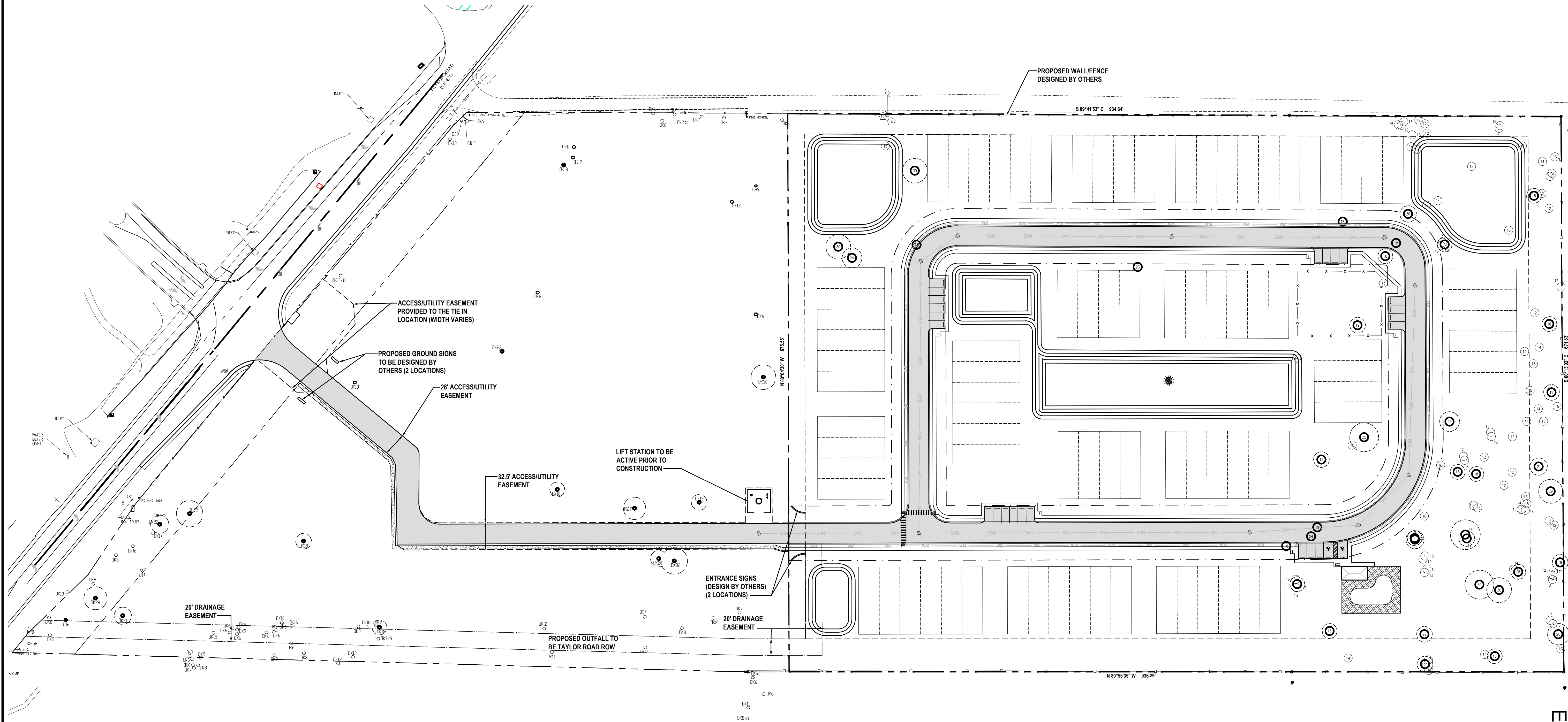
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BRADLEY D. BAUNKECHT, P.E. 75388

PROJECT No: 2018-105
DATE: AUGUST 2019
DESIGN BY: BDB
DRAWN BY: CAB
CHECKED BY: BDB
SCALE: 1" = 50'
DRAWING NUMBER

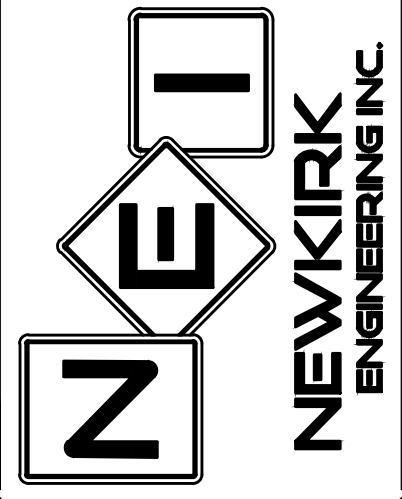
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REVISIONS

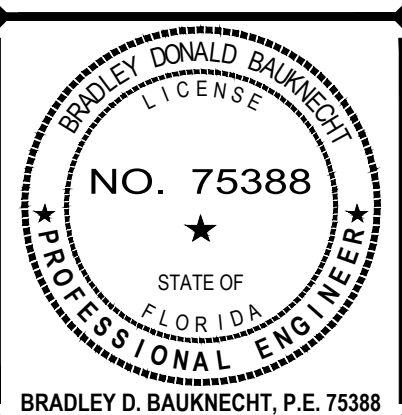
DATE	DESCRIPTION
6/26/19	SDRC STAFF COMMENTS
8/14/19	SDRC STAFF COMMENTS
8/20/19	SDRC STAFF COMMENTS

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OVERALL CONCEPTUAL PLAN
FLEUR DE SOL
1737 TAYLOR ROAD
PORT ORANGE, FL 32128

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PROJECT No: 2018-105
DATE: AUGUST 2019
DESIGN BY: BDB
DRAWN BY: CAB
CHECKED BY: BDB
SCALE: 1" = 60'
DRAWING NUMBER

EX B-2

EXHIBIT 'B-2'

Plans Conform to the requirements of the 6th Edition Florida Building Code with adopted supplements
 Wind Speed 140
 Enclosed Building Type
 Risk Category 2
 Occupancy Category C
 Internal Pressure Coefficient = 18
 Wind Importance Factor 1
 Wind Pressures +33.1 -43.1

Fleur de Sol Townhouses

1727 & 1737 Fern Park Drive
 Port Orange, Florida

4 - Unit Building

Schematic Plans

EXHIBIT 'C'

Table of Contents	
Sheet	Name
A-001	Title Sheet
A-002	Front Perspective View
A-003	Overall Site Plan
A-004	First Floor Plan
A-005	Second Floor Plan
A-006	Roof Plan
A-007	East Elevation
A-008	West Elevation



Front Perspective View

REVISIONS

Richard Brookfield Architect, LLC

Fla. Reg. # AA26003248
 Brookfieldarchitect.com
 P.O. Box 4195 Ormond Beach, FL 32175
 Ph: (386) 334-3564

Fleur de Sol Townhouses

1727 & 1737 Fern Park Drive
 Port Orange, Florida

4 Unit Building
 Schematic Plans

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DATE
 July 3, 2018

COMM. NO.
 06400212

DRAWN BY
 R.B.

SHEET TITLE

Title Sheet

SHEET

A-001

OF

SHEET 1 OF 18



Front Perspective View 2

REVISIONS

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Fleur de Sol Townhouses
 1727 & 1737 Fern Park Drive
 Port Orange, Florida

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DATE
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 06400212

DRAWN BY
 R.B.

SHEET TITLE

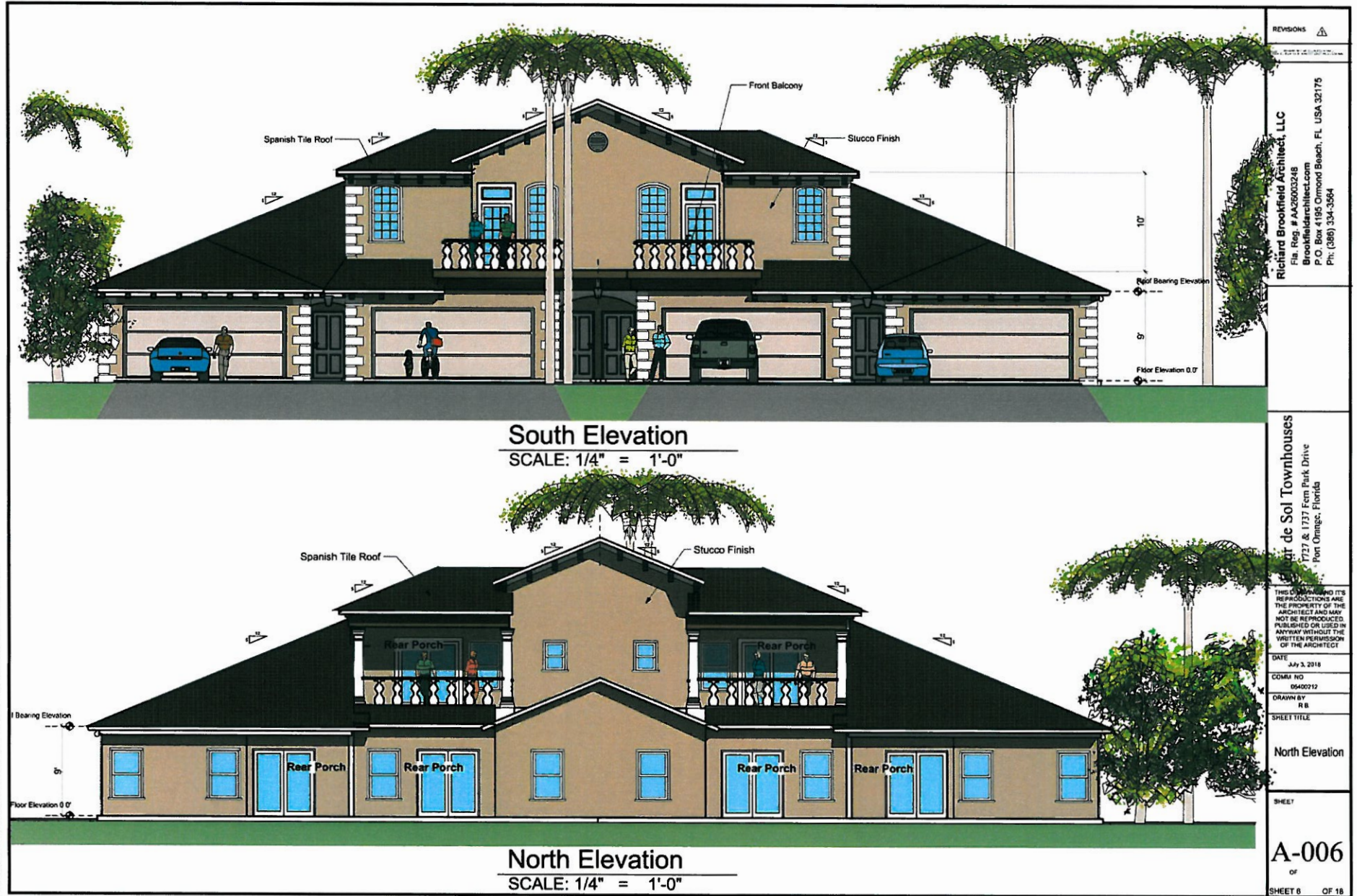
Front Perspective
 2

SHEET

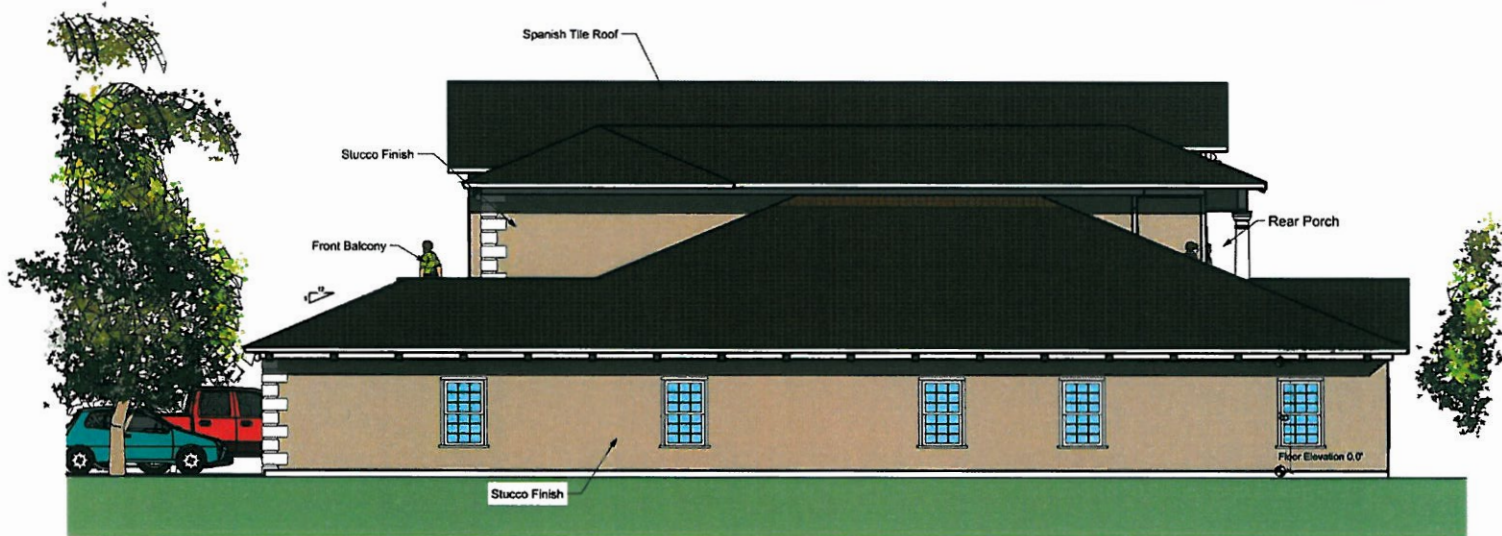
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OF

SHEET 2 OF 18

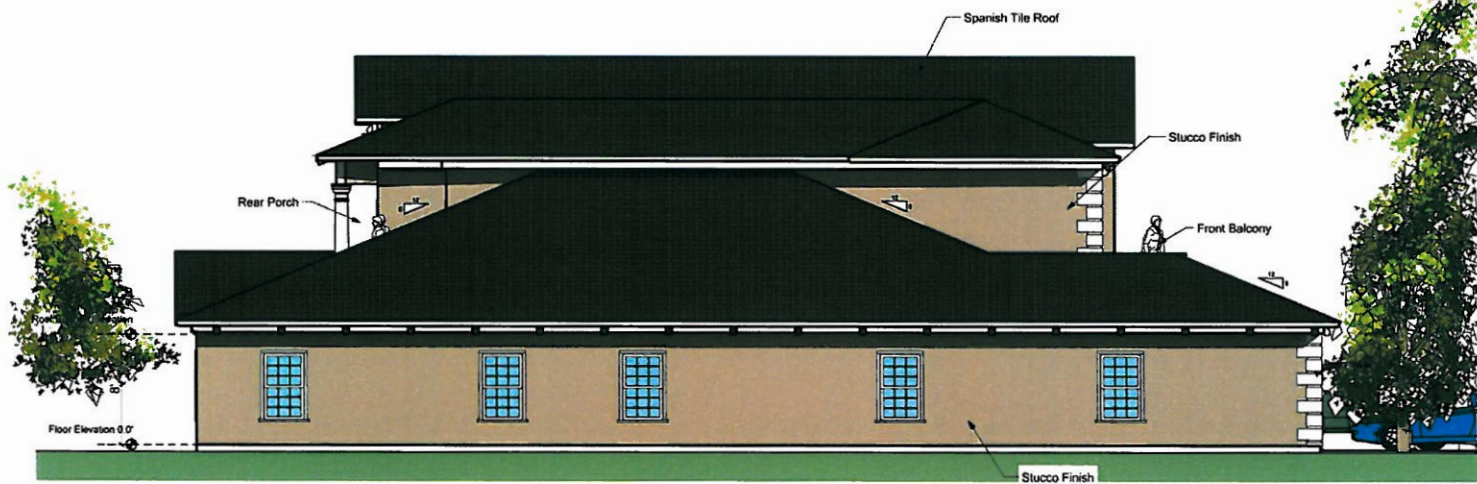


REVISIONS	
Richard Brookfield Architect, LLC File # 4426003248 Brookfield-architect.com P.O. Box 4195 Diamond Beach, FL 32175 Ph: (386) 334-3564	
de Sol Townhouses 1737 & 1737 Fern Park Drive Port Orange, Florida	
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COMB NO: 06400212	
DRAWN BY: R.B.	
SHEET TITLE:	
North Elevation	
SHEET:	
A-006	
OF 18	



East Elevation

SCALE: 1/4" = 1'-0"



West Elevation

SCALE: 1/4" = 1'-0"

REVISIONS

--	--

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Fleur de Sol Townhouses
 1727 & 1737 Fern Park Drive
 Fort Orange, Florida

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DATE
 July 3, 2018

COMM NO
 00400212

DRAWN BY
 R B

SHEET TITLE

East Elevation

SHEET

A-007

OF

SHEET 7 OF 18

Plans Conform to the requirements of the 6th Edition Florida Building Code with adopted supplements.
 Wind Speed 140
 Enclosed Building Type
 Risk Category 2
 Exposure Category C
 Internal Pressure Coefficient = 18
 Wind Importance Factor 1
 Wind Pressures +0.3 1 -0.3 1

Fleur de Sol Townhouses

1727 & 1737 Fern Park Drive
 Port Orange, Florida

6 - Unit Building

Schematic Plans

EXHIBIT 'C'

Table of Contents	
Sheet	Name
A-001	Site Plan
A-002	Foundation Plan
A-003	Foundation Elevation
A-004	Overall 1st Floor Plan
A-005	Overall 2nd Floor Plan
A-006	1st Floor Plan
A-007	2nd Floor Plan
A-008	North Elevation
A-009	East Elevation
A-010	Map Section

REVISIONS

1. 07/03/2018

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Fleur de Sol Townhouses
 1727 & 1737 Fern Park Drive
 Port Orange, Florida
 6 Unit Building
 Schematic Plans

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DATE
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 05400212
 DRAWN BY
 R.B.

SHEET TITLE
 Title Sheet

SHEET
 A-001
 OF
 SHEET 1 OF 20



Front Perspective View

D:\Architects Plans 2018\Shuman Townhouse Plan Book 11\Shuman 8 Unit Townhouse Plan Book\55 pin



Front Perspective View 2

REVISIONS

1. 07/03/2018 R.B. 01/2018

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Fleur de Sol Townhouses
1737 & 1737 Fern Park Drive
Port Orange, Florida

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July 3, 2018

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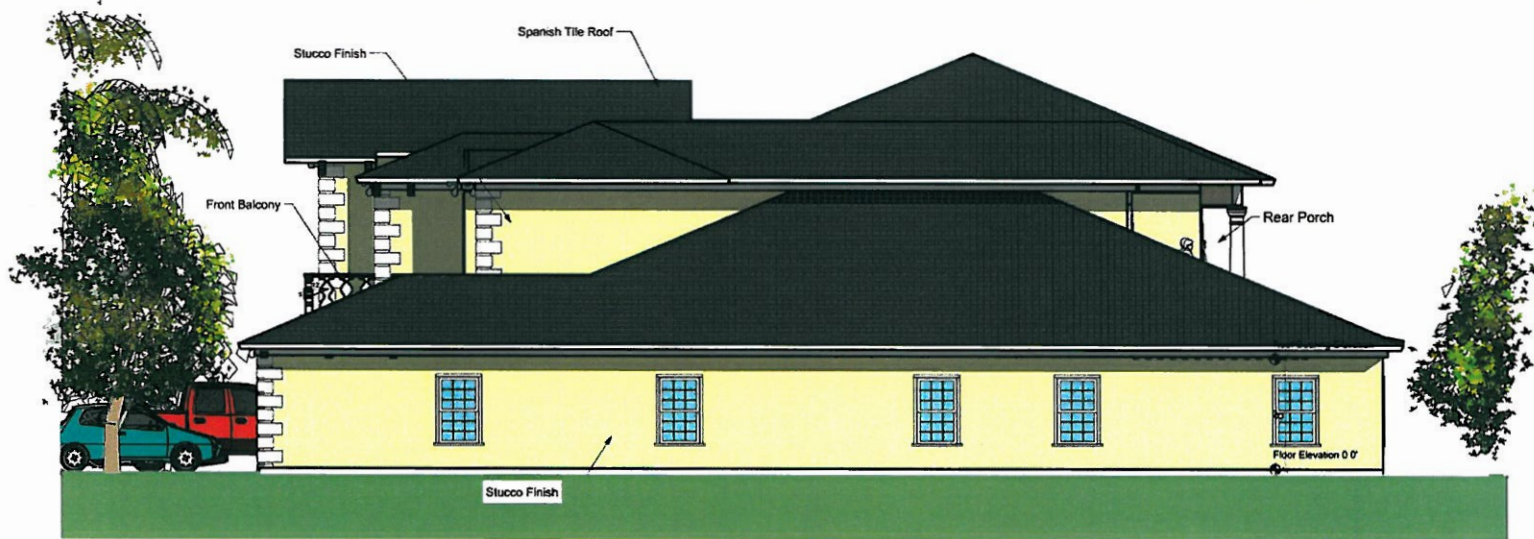
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Front Perspective
2

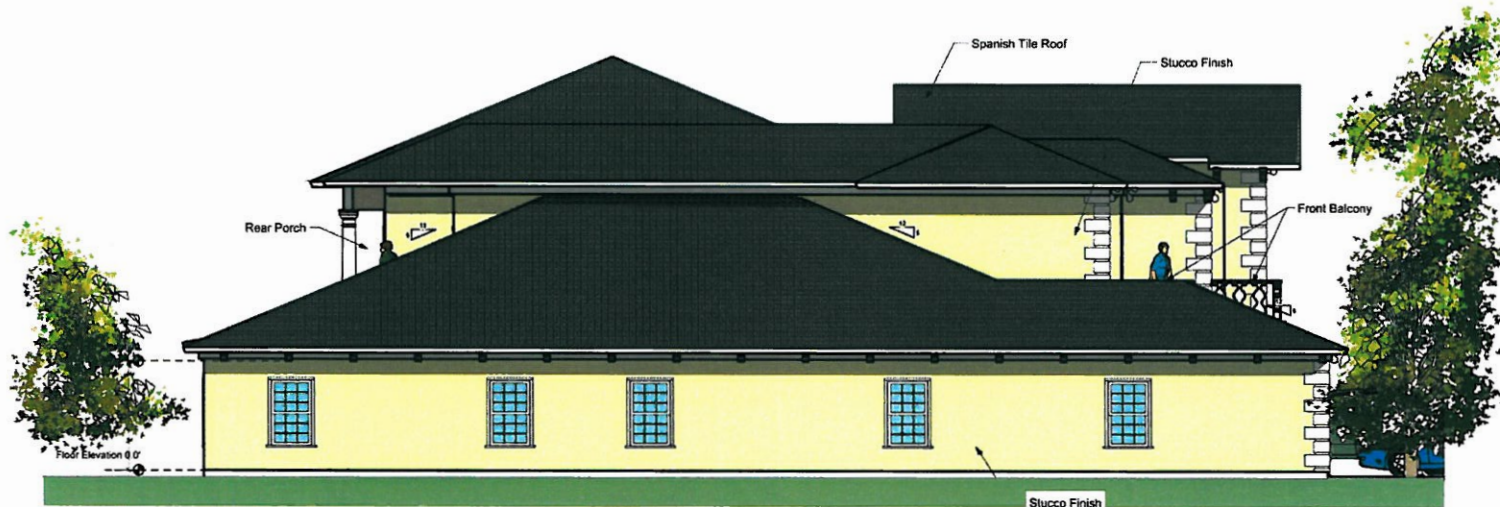
SHEET

A-002
OF

SHEET 2 OF 20



East Elevation
SCALE: 1/4" = 1'-0"



West Elevation
SCALE: 1/4" = 1'-0"

REVISIONS

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Ph: (386) 334-3564

Fleur de Sol Townhouses
1727 & 1737 Fern Park Drive
Port Orange, Florida

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DATE
July 3, 2018

COMM. NO.
05400212

DRAWN BY
N.B.

SHEET TITLE

East Elevation

SHEET

A-009

OF

SHEET 9 OF 20



REVISED STAFF REPORT

PUD Rezoning and Fleur de Sol Master
Development Agreement and Conceptual
Development Plan
CASE NO. 19-65000002

REQUEST:	Rezone ±14.47 acres to Planned Unit Development (PUD) and approve the Fleur de Sol Master Development Agreement (MDA) and Conceptual Development Plan (CDP).
LOCATION:	1727 and 1737 Fern Park Drive
OWNER:	Danielle Garguilo Sahlman
APPLICANT:	Colleen Miles, Land Development Resource Group, LLC
STAFF CONTACT:	Gwen Perney, Planner (386) 506-5673
STAFF RECOMMENDATION:	PUD Rezoning - Approval Fleur de Sol MDA and CDP – Approval subject to approval of a policy consideration
PLANNING COMMISSION:	Recommended Denial (October 24, 2019)
CITY COUNCIL:	November 19, 2019

DISCUSSION

Land Development Resource Group (LDRG), LLC, applicant on behalf of the property owner, requests to rezone ±14.47 acres from Volusia County A-2 (Rural Agriculture) to Planned Unit Development (PUD) and approval of the Fleur de Sol PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located on the east side of Taylor Road and Crane Lakes, south of Fern Park Drive (Figure 1 - Location Map). If the PUD is approved, the subject property can be developed as a multi-family residential site consisting of a maximum of 84 townhomes along with associated on-site and off-site improvements.

Figure 1. Location Map



The subject property consists of two parcels, each developed with a single-family home. Access to the property is provided through an unpaved access easement known as Fern Park Drive along the north side of the property. However, as part of this proposed PUD, access will be provided at the signalized intersection at Taylor Road and Crane Lakes Boulevard, through the adjacent parcel to the west and is further discussed later in this report. The Fern Park Drive easement will remain open for access to adjacent properties.

According to the Land Development Code (LDC), the proposed MDA constitutes a zoning document for the subject property, establishing permitted uses and certain development requirements. An MDA and CDP does not grant approval of any specific development itself, but rather establishes parameters for how the property can be developed. The CDP is an exhibit to the proposed MDA that includes the dimension requirements, and general location of buildings, roads, parking, open space, landscape buffers, utilities, and drainage areas.

Specific site development requirements listed in the MDA and LDC, such as the type and location of trees and shrubs in the landscape buffers, location and size of the stormwater pipes, and water and sewer lines, roadway design, and other development requirements are finalized with the site plan. Site plans are typically a 20 to 50-page set of technical documents that are signed and sealed by a licensed engineer and contain extensive engineering and construction details. The site plan for the Fleur de Sol PUD is required to be designed to meet the requirements of the LDC and the proposed MDA. At this time, a site plan has not been submitted.

DEVELOPMENT PROPOSAL

If approved, the Fleur de Sol MDA and the CDP (attached as Exhibit 1) will provide the regulatory framework for the development of the subject property with a maximum of 84 townhome dwelling units. The following discussion will focus on the significant aspects of the proposed MDA and CDP such as general site layout, access, dimensional requirements, landscape buffers, utilities, and drainage areas.

According to the applicant, the Planned Unit Development (PUD) zoning is being proposed to offer a unique housing type to add to the housing choices in Port Orange for residents who are looking for a low-maintenance lifestyle. The applicant states that the Fleur de Sol development will be marketed and targeted for a variety of demographic groups and will provide affordability as well as lessen maintenance responsibilities, leaving a well-kept and diverse small community. Similar to other townhome and PUD communities in Port Orange, an HOA will be responsible for maintaining the exterior of the residential units and surrounding grounds. The applicant also states that the proposed PUD zoning allows for the ability to request flexibility in requirements, such as setbacks and off-site signage, for innovative site design or to achieve a greater public good such as tree preservation. There is one policy consideration from the LDC as part of the proposed Fleur de Sol PUD which is further discussed in the report (see Exhibit 2 - Letter from the applicant).

General Layout

The Conceptual Development Plan (CDP) shows the general layout of the townhome building footprints, stormwater improvements, open space, amenities, tree preservation

areas, sidewalks, and a private driveway to support the proposed development (Figure 2 of the Staff Report and Exhibit B of the MDA).

Figure 2. Proposed Fleur de Sol PUD Conceptual Development Plan



Dimensional Requirements

The proposed MDA provides the dimensional requirements for the multi-family townhome buildings. The proposed building setbacks are based on the R-3L low-density multi-family residential zoning district, a comparable City zoning district that allows for townhomes. The minimum building setbacks will exceed the R-3L requirements on the south and east sides, allowing more room for tree preservation area. The proposed maximum height for the buildings is 35 feet, which is consistent with the allowed maximum building height in the PUD zoning district.

Table 1. Proposed Fleur de Sol PUD Dimensional Requirements

Zoning	North Building Setback	South Building Setback	East Building Setback	West Building Setback	Maximum Building Height	Minimum Open Space	Maximum Building and Impervious Coverage
Proposed Fleur de Sol PUD	25'**	40'	50'	25'	35'	60%	40%
R-3L zoning district	25'	25'	25'	25'	35'	60%	40%
PUD zoning district	*	*	*	*	35'	60%	40%

* For duplex, townhouse and multi-family units, the nearest like district requirements

**There is also a 20' setback off the existing access easement along the north per O.R. 5934, PG 925

Access and Parking

Access to the development will be provided at the signalized intersection at the intersection of Taylor Road and Crane Lakes Boulevard. An access easement will be provided through the adjacent commercially zoned property with frontage on Taylor Road,

known as the Access Property. According to the MDA, an access easement shall be granted to the Fleur de Sol property prior to site plan approval. Fern Park Drive is currently the only access to the subject property which is a 25-foot wide access easement located on the adjacent property to the north. In order to provide improved access to the site, the applicant originally proposed construction of a new 50-foot roadway, parallel to Fern Park Drive, that would have extended from Taylor Road east through the adjacent property to the subject property for access. In reviewing the proposed road design to widen Taylor Road, Volusia County plans to restrict access to Taylor Road as right-in/right-out only for Fern Park Drive which would require all traffic travelling westbound from Port Orange that was accessing this multi-family development to make a U-turn at the intersection of Crane Lakes Boulevard and Taylor Road to access Fern Park Drive. However, due to the unknown timing of the widening of Taylor Road and safety concerns with all traffic travelling to the PUD property, including emergency response vehicles, being required to make a U-turn at the Crane Lakes intersection, the right-in/right-out parallel road would not be feasible or in the best interest to roadway capacity. Staff proposed the applicant move access to the townhome site to the Taylor Road/Crane Lakes Boulevard intersection so traffic entering and exiting the site will be controlled by the traffic light and residents can safely enter/exit the development from either direction. Therefore, access to the townhome development will be through a cross-access agreement with the adjacent property owner (see Figure 2 on Page 3).

The parking requirement for the townhome units in the proposed PUD will meet or exceed the parking requirements in the LDC. According to the proposed architectural renderings, each townhome unit will have a two-car garage and a driveway that can support the parking of two more additional cars, for a total of 4 parking spaces for each townhome unit. In addition to the individual unit parking spaces, visitor parking areas are proposed throughout the development. According to the LDC, the required parking ratio for a townhome unit is 2 spaces per unit, plus 0.25 spaces per unit for visitor parking. Therefore, proposed parking (361 spaces) in the PUD exceeds the parking spaces required (189 spaces) in the LDC for a townhome development.

Traffic

The future site plan will be required to comply with the City's Concurrency Management requirements in the LDC. If the PUD zoning amendment is approved, a traffic study will be required at the time a site plan is reviewed to identify any improvements that may be needed. Similar to other developments within the City, the developer may be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City to pay for part of the scheduled improvements for any impacted areas.

The initial analysis conducted with the proposed Future Land Use amendment (Case No. 19-20000003) for the subject PUD shows an anticipated decrease in the number of daily trips and P.M. peak hour trips with the proposed FLU designation. The anticipated reduction is due to the type of residential dwelling being proposed. According to the Institute of Transportation Engineers (ITE), townhome residential dwelling units have a lower trip generation than single-family dwelling units. ITE states that single-family dwelling units are typically the largest residential dwelling units in size, and typically consist of families that have the most residents and therefore have more vehicles per unit than multi-family residential dwelling units. In addition, families typically take more trips

for recreational and social reasons due to their kids and as a result, the impact on traffic is greater from the development of single-family homes versus multi-family units. According to ITE, recent studies have shown that single-family residents make more trips during the week and weekend than multi-family residents. Based on the ITE Trip Generation Manual, 10th Edition, the proposed townhome development could generate approximately 45 P.M. peak hour trips, and 505 daily trips.

The ITE Trip Generation Manual is nationally recognized by transportation professionals including, transportation engineers, transportation planners, consultants, educators, technologists, and researchers for conducting vehicle trip generation rate analysis studies, determining on-site circulation patterns, performing access management studies, and determining traffic signal timing.

Table 2. Roadway Capacity

Roadway Segment	Maintaining Agency	Adopted Level-of-Service (LOS)	Maximum Capacity	Vehicles per Day	Remaining Capacity	2018 Daily LOS
Taylor Road (Spruce Creek Blvd. to Crane Lakes Blvd.)	Volusia County	E	17,050	11,700	5,350 (31%)	C
Taylor Road (Crane Lakes Blvd. to N. Summer Trees Rd.)	Volusia County	E	17,050	17,350	-300 (-1.76%)	F
Taylor Road (N. Summer Trees Rd. to Williamson Blvd.)	Volusia County	E	37,970	16,030	21,940 (58%)	C

Source: Volusia County 2018 Traffic Counts (most current available data)

At this time, the segment of Taylor Road between Crane Lakes Boulevard and N. Summer Trees Road is slightly above capacity (1.76% above road capacity of 17,350 daily trips). To address capacity for this segment, Volusia County is acquiring right-of-way to widen Taylor Road with the addition of another west bound and east bound travel lane. The widening project is currently on the County's Unfunded Needs List and according to Volusia County, the widening project could receive funding within the next 10-15 years. For all property along Taylor Road, west of N. Summer Trees Road, dedication of land for the ultimate 120-foot right-of-way for Taylor Road may be required for the Access Property. If this segment of Taylor Road is still above capacity at the time this site is developed, the developer will be required to pay into the Fair-Share project to widen the road or make other improvements to increase capacity.

Tree Preservation and Landscaping

The proposed MDA will comply with the landscaping and tree preservation requirements of the City's LDC, such as perimeter landscape buffers, tree preservation, and a screen wall or fence along the north property line. A formal review of the landscaping and tree preservation will occur with the review of the site plan to verify compliance with the proposed MDA and LDC.

The proposed MDA requires a minimum twenty (20) foot wide landscape buffer along the west and north perimeters, and a minimum forty (40) foot wide landscape buffer along the

south and east perimeters. The landscape buffers proposed in the MDA meet or exceed the minimum perimeter buffer requirements in the LDC for the subject property. Additionally, the MDA requires a screen wall or fence be built along the north property line to further screen the rear of the townhomes from the adjacent properties along Fern Park Drive prior to issuance of the first Certificate of Occupancy to occupy the residential townhome units.

An environmental analysis was prepared by Ecological Consulting Solutions, Inc. (ESC) for the project. According to the environmental analysis, there are no protected plant species or wetlands on-site but there is a gopher tortoise burrow. Any subsequent development will be required to comply with all federal, state, regional and local regulations pertaining to the protection and preservation of valuable environmental resources at the time development occurs.

The dominant habitat on the property is upland coniferous forest, composed primarily of slash pine trees with scattered live oak trees. The proposed development includes the preservation of a majority of the specimen trees including the historic oak tree on the PUD property.

Architecture

The townhome units are proposed to be 2-story attached dwellings with garages. A general depiction of the building elevations is provided as an exhibit to the MDA. The townhomes are proposed to be grouped as 4 or 6 units per buildings and meet the architectural requirements in the LDC. The maximum height of the proposed townhomes is 35 feet, which is consistent with the dimensional requirements for the PUD zoning district as well as the R-3L (low-density multi-family residential) zoning district in the LDC.

Figure 4. Proposed Building Elevations for the Townhomes



Potable Water and Sanitary Sewer

The proposed site development will be served by City potable water and sanitary sewer and will comply with the requirements of the City's Land Development Code and proposed MDA for improvements related to potable water and sanitary sewer. A lift station will be required to be constructed by the developer prior to or with the construction of the townhomes. Irrigation will be provided by a private well or wells and will comply with the requirements of the City's LDC.

Stormwater Management

The stormwater drainage infrastructure for this project will be in the form of retention ponds as generally depicted on the CDP. The stormwater drainage design will be reviewed with the submittal of the site plan. Per the City's Land Development Code, the applicant will be required to construct on-site stormwater facilities, designed to accommodate and treat the 25 year, 24-hour storm event, without causing flooding to adjacent properties or polluting the receiving water bodies.

Schools

The Volusia County School District determined that there is adequate school capacity at existing schools for the estimated students anticipated to be generated by the proposed development (Exhibit 5).

POLICY CONSIDERATION

The PUD zoning district allows the applicant to request flexibility from standard code requirements. In order to be eligible for this flexibility, the applicant must provide innovative subdivision or site design. The Planning Commission and City Council will need to consider the following deviation from the LDC requested by the applicant:

Off-Site Signage at Taylor Road:

The applicant is requesting a deviation from the LDC to allow for off-site signage. According to the applicant, the off-site signage is being requested due to the configuration of the proposed development layout. The PUD property does not have direct frontage onto a right-of-way which is unique from a standard townhome development. In order to provide visibility for access into the townhome development, signage is needed along Taylor Road. As stated above, access to the townhomes will be located at the intersection of Taylor Road and Crane Lakes Boulevard, via a driveway located on the adjacent access property. The requested off-site signage would be located within a sign easement on the adjacent property through an agreement between the adjacent property owner and the PUD property owner. The request for a residential development to have off-site signage along a major roadway is similar to the off-site signage request previously approved for the Bella Oaks townhomes and Legacy at Crystal Lake Apartments along Clyde Morris Boulevard. The MDA states the monument sign is required to meet the sign requirements provided in the LDC for multi-family residential signs, which is a 48 square-foot sign, 8 feet in height, with landscaping around the base of the sign and located outside of any visual clearance angles.

COMPATIBILITY WITH SURROUNDING LAND USES AND ZONING

The subject property is surrounded by White Acres Nursery to the north, Gamble Place to the south, single-family to the east, and vacant commercial land to the west. The surrounding existing land uses, Future Land Use designations, and Zoning classifications

are identified in Table 3. The current and proposed Future Land Use (FLU) designation of the subject property and adjacent properties are identified on Exhibit 3. The current and proposed zoning classification of the subject property and adjacent properties are identified on Exhibit 4.

Table 3. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	White Acres Nursery	Volusia County Urban Low Intensity	Volusia County A-2 (Rural Agriculture)
South	Gamble Place	Port Orange Conservation	Volusia County Resource Corridor
West	Single-Family	Volusia County Urban Low Intensity	Volusia County A-2 (Rural Agriculture)
East	Low Density Residential	Port Orange Office/Residential Transition	Port Orange Planned Commercial Development

CONSISTENCY WITH COMPREHENSIVE PLAN

The applicant has applied to change the Future Land Use (FLU) designation from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre) and to add Policy 2.1.7 to the FLU Element limiting the density of the subject property to 6 units/acre. The proposed rezoning to PUD and the MDA and CDP is consistent with the land use and density allowed by the *Urban Medium Density Residential* FLU designation. The proposed MDA allows a maximum of 84 dwelling units or 5.8 dwelling units/acre and is consistent with the overall density allowed by the proposed *Urban Medium Density Residential* FLU designation and policy limiting the density of the subject property to 6 units/acre.

The City's Comprehensive Plan encourages a mix of land uses to expand housing choices by developing areas of infill or underutilized vacant land within the City [Future Land Use Element, Policy 1.2.4 and 2.3.8]. The proposed Fleur de Sol PUD is considered an infill development of a vacant parcel within the City. The proposed PUD provides a unique housing type to add to the housing choices in Port Orange for residents who are looking for a low-maintenance lifestyle.

SMART GROWTH SUMMARY

The proposed Future Land Use amendment promotes expanded housing choices by developing areas of infill or underutilized vacant land within the City that has access to existing infrastructure and services (water, sewer, roads, schools, etc.) [Future Land Use Element, Policy 1.2.4 and 2.3.8]. The layout of the proposed PUD incorporates the existing historic trees on the property into the design and meets the specimen tree protection requirements of the LDC. The PUD will reserve a minimum of 60% of the property as open space for the enjoyment of the residents within the proposed development. The subject property will connect to the sidewalk network on Taylor Road, by extending the 4-foot wide PUD sidewalk through the access property to Taylor Road along a 24-foot wide access drive, to promote walking and biking to established commercial development, offices, services, multi-modal facilities (sidewalks and bike lanes) along the Taylor Road and Williamson Boulevard corridors. The access property

has a Future Land Use designation of *Office/Residential Transition* which supports office and retail uses which could support this development with goods and services as well as employment opportunities.

PUBLIC NOTICE

A Public Notice sign was posted on the site on June 14, 2019. At the time this agenda item was prepared, there have been calls or other inquiries received from 3 members of the public. The calls were general inquiries asking what was proposed with some concerns regarding traffic and the proposed density. A neighborhood meeting with adjacent residents was held by the applicant on September 23, 2019 where the applicant presented an overview of the project and answered questions from members of the public.

RECOMMENDATION

Staff recommends approval of the request to rezone ±14.47 acres from Volusia County A-2 (Rural Agriculture) to City of Port Orange Planned Unit Development (PUD) and approval of the Fleur de Sol PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP), subject to:

1. Approval of the Future Land Use amendment (Case No. 19-20000003);
2. City Council direction on the policy consideration discussed in the staff report; and
3. Review and approval of the MDA and CDP by the City Attorney's Office for legal form and content.

ATTACHMENTS

- Exhibit 1 – Proposed Fleur de Sol PUD Master Development Agreement (see Ordinance Exhibit)
- Exhibit 2 – Letter from Applicant
- Exhibit 3 – Current and Proposed Future Land Use Map
- Exhibit 4 – Current and Proposed Zoning Map
- Exhibit 5 – School District Review Letter

EXHIBIT 1 – See Ordinance Exhibit

Exhibit 2



October 2, 2019

Ms. Penelope Cruz, AICP
Planning Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: PUD REZONING/FLEUR DE SOL PLANNED UNIT DEVELOPMENT
CASE NO. 19-65000002
Modification & Benefit Letter

Dear Ms. Cruz:

Land Development Resource Group is pleased to provide planning services for Fleur de Sol Townhomes and their request to develop an eighty-four (84) unit residential development. We are requesting rezoning to a Planned Unit Development and within that request we are asking to modify a section of The City of Port Orange Land Development Code (LDC). Below we have outlined our request and the public benefits that allowing this modification will present.

PUBLIC BENEFITS The proposed request to allow for an eight-four (84) unit townhome development will provide Port Orange with a unique housing choice that enhances the options for existing as well as new residents. Being townhomes, the development lends itself to not only year-round homesteaded residents, but also “snow birds” living in the area for shorter periods of time, thus increasing the tax base.

The Fleur de Sol development will be marketed and targeted for a variety of demographic groups and will provide affordability as well as lessen maintenance responsibilities, leaving a well-kept and diverse small community.

Additionally, with the exceptional planning, we have been able to not only preserve the required amount of trees, but have also preserved a magnificent historic tree with creative site layout and design.

A lift station that will serve both the commercial property as well as this distinctive development has been oversized in order to accommodate other residents of the City and provide better utility service.

The proposed architecture gives a feel of a Mediterranean village with courtyards at the entries and well placed landscaping to provide a garden feel.

MODIFICATIONS With the creative design of the project providing a unified entrance through a signalized intersection, thereby reducing traffic concerns and providing for enhanced life safety, the site signage would have to be placed off-site. We are requesting alleviation from Chapter 15, Signs, to allow for the Fleur de Sol location signage to be placed with the commercial development signage proposed at the intersection of Taylor Road and Crane Lakes Boulevard. Language has been provided in both the Fleur de Sol Master Development Agreement and will be mirrored in the Development Agreement for the proposed commercial development.

We look forward to providing Port Orange with a unique experience with the approval of the Fleur de Sol Townhome PUD and appreciate your consideration.

Sincerely,

Colleen Miles

Colleen Miles
President

Cc: Ms. Danielle Garguilo Sahlman
Mr. Douglas A. Clark

EXHIBIT 3

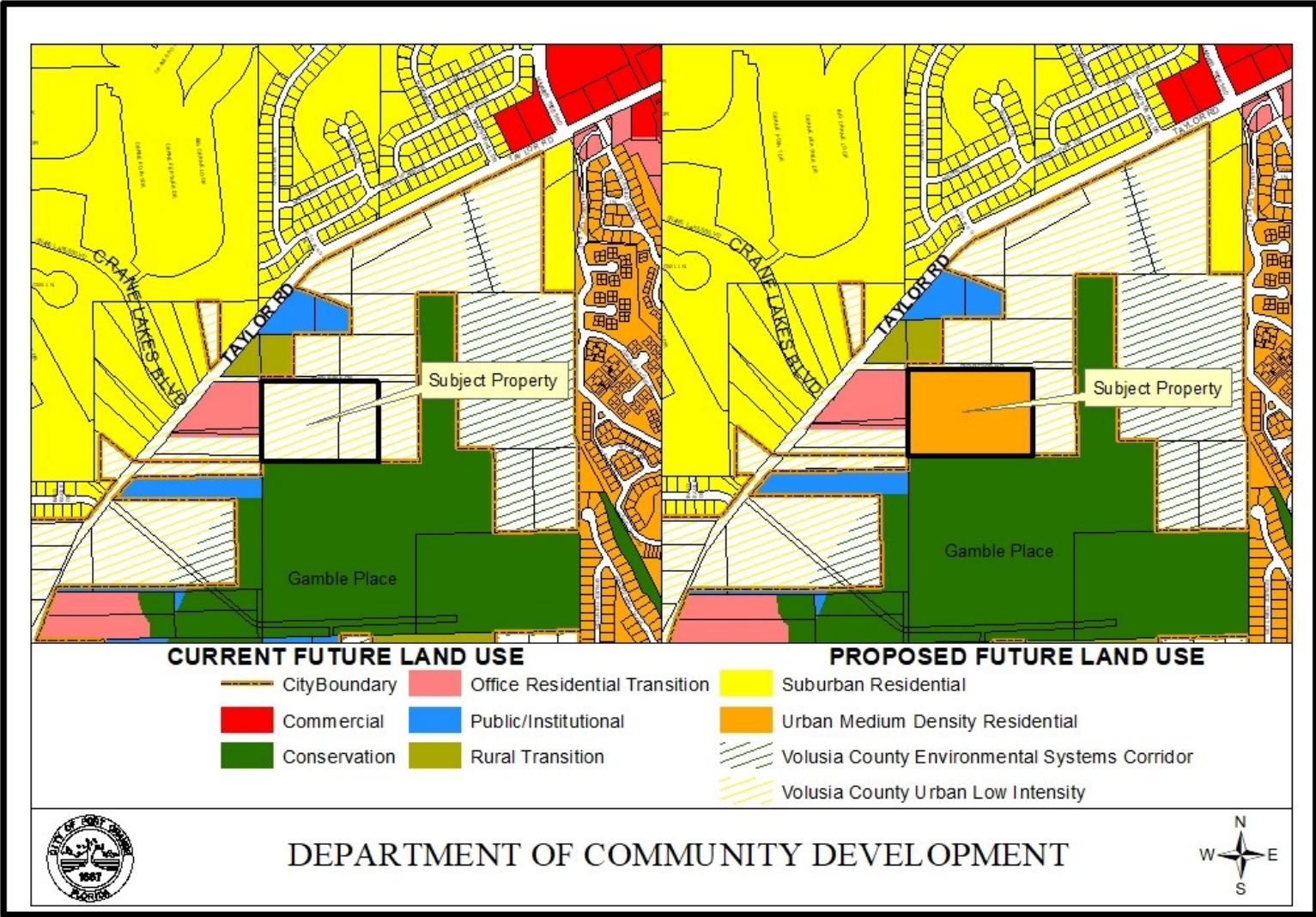
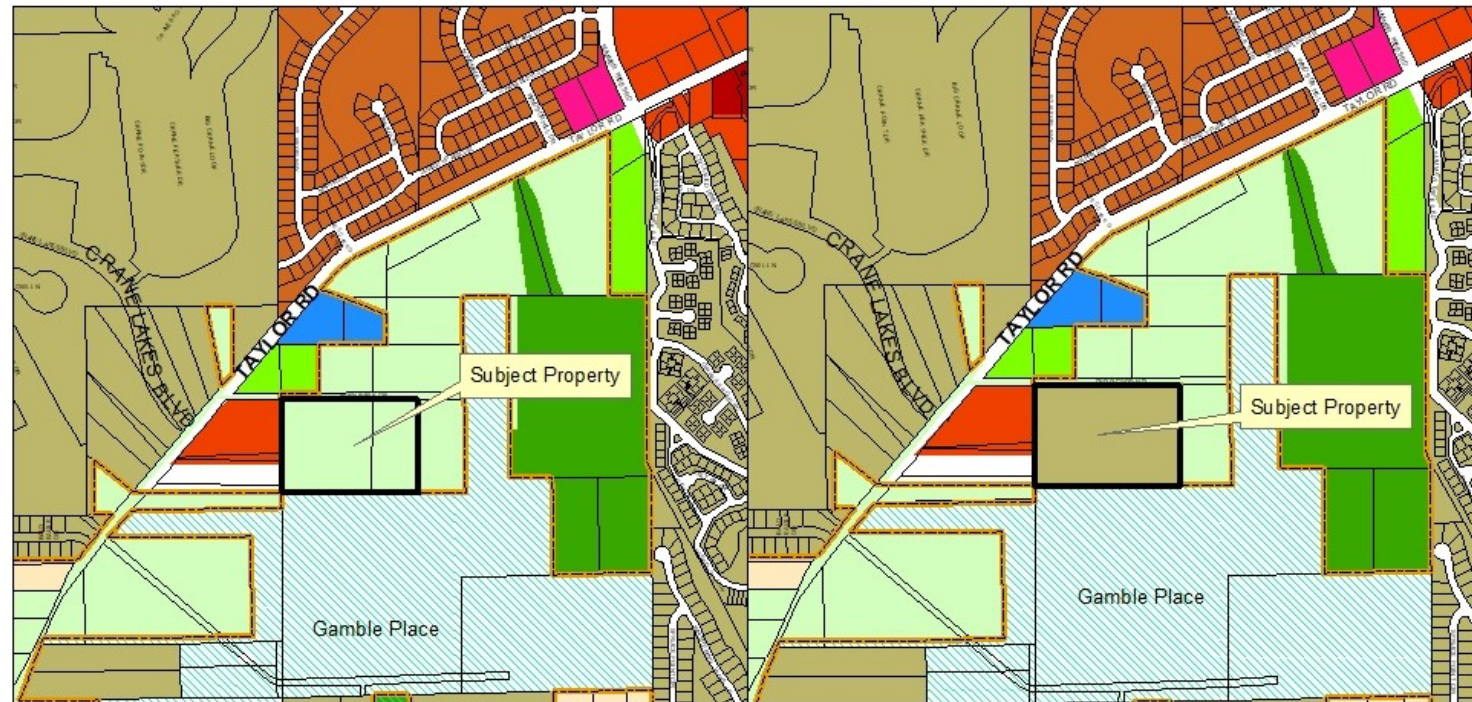


EXHIBIT 4



CURRENT ZONING

- City Boundary
- Agriculture
- Community Commercial
- Government/Public Use
- Interchange Commercial District

- Planned Commercial Development
- Planned Unit Development
- R-8SF Single Family Residential
- Volusia County Resource Corridor

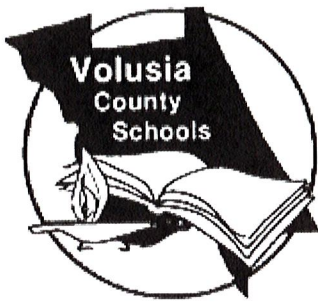
PROPOSED ZONING

- Volusia County Agriculture (A-2)
- Volusia County Resource Corridor
- Volusia County Rural Residential



DEPARTMENT OF COMMUNITY DEVELOPMENT





Mr. James T. Russell
Superintendent of Schools

EXHIBIT 5 FACILITIES SERVICES

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

School Board of Volusia County

Mr. Carl Persis, Chairman
Mrs. Ida D. Wright, Vice-Chairman
Mrs. Linda Cuthbert
Mr. Ruben Colón
Ms. Jamie M. Haynes

School Concurrency Determination Concurrency Letter

26 June 2019

Colleen Miles
Land Development Resource Group
140 South Beach Street, Suite 400
Daytona Beach, FL 32114

RE: Fleur de Sol Townhomes – City of Port Orange
School Concurrency Case #19-04-01-001-R

Dear Ms. Miles,

The District has reviewed the updated information for the residential project known as Fleur de Sol Townhomes. The 14.47 +/- acre project site is located at 1727, 1737 Fern Park Drive, near the intersection of Fern Park and Taylor Road, within the City of Port Orange. Information provided within the school concurrency application indicates the development activity will consist of eighty-four (84) multi-family units.

The district uses a county wide Student Generation Rate (SGR) of (0.127) per multi-family dwelling unit to calculate projected students¹. By applying the SGR to the use types in Table 1 below, we find the project could generate eleven (11) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	.273	0	0
Multi Family Dwelling Unit	.127	84	10.67
Mobile/ Manufactured Home Dwelling Unit	.047	0	0
	Total		11

The Concurrency Analysis (Table 2) adjusts for impacts to the Concurrency Service Areas (CSAs) by accounting for current school year enrollments, existing reservations at the impacted schools, and the projected students generated by the applicant. These factors give an associated utilization or Level of Service (LOS) percentage for each CSA.

The schools impacted by this development are Sweetwater Elementary, Creekside Middle School, and Spruce Creek High School.

¹ Most recent student generation rates are found in the School Impact Fee Update dated February 19, 2019. Study performed by Tindale Oliver.

Fleur de Sol Townhomes – City of Port Orange
26 June 2019

Concurrency Analysis

Table 2

Schools	Adopted LOS	SY 18/19 Enrollment	Active Reservations	Existing LOS w/ Res	Students Generated by Request	Result LOS
Sweetwater Elementary	115%	680	9	95%	5	96%
Creekside Middle	115%	1170	9	104%	3	104%
Halifax High CSA (Spruce Creek HS)	120%	7499	245	102%	3	102%
Other					0	

The adopted LOS standard at elementary and middle school is (115%) of permanent student stations and (120%) for high school CSAs. This projected increase in students will not exceed the adopted LOS at any school level; therefore, the school district does not have an objection to the proposed site plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

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

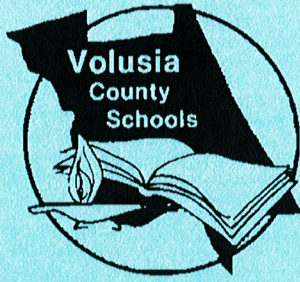
If you should have additional questions or require more information, please feel free to contact me at extension 50810.

Sincerely,

Eric A. Kozielski 26 JUN 2019

Eric A. Kozielski
Planning & GIS Specialist

Cc: James Russell, Superintendent of Schools
Penelope Cruz, City of Port Orange
Brad Bauknecht PE, Newkirk Engineering
Kiersta Hill, VCSB Planning Services
Project File



Certificate of School Concurrency

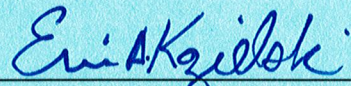
Volusia County School Board

Project Information	
Project Name	Fleur Del Sol
VCSB Project #	19-04-01-001-R
Jurisdiction Project#	
Parcel ID Numbers:	6319-0000-0170; 6319-0000-0180
Project Location:	1727 & 1737 Fern Park Drive
# of residential units:	84
Residential Unit Type:	Multi-family TWNHM
Property Owners:	Danielle Garguilo
Applicant/Agent Name:	Colleen Miles/ Land Resource Development Group

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

School Concurrency Analysis					
School Levels:	Elementary	Middle	High	Other	Total Student Stations Reserved
Students Generated	5	3	3	0	11
Comments: This certificate is required to be included with the building permit submittal(s) as proof of school concurrency.					

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



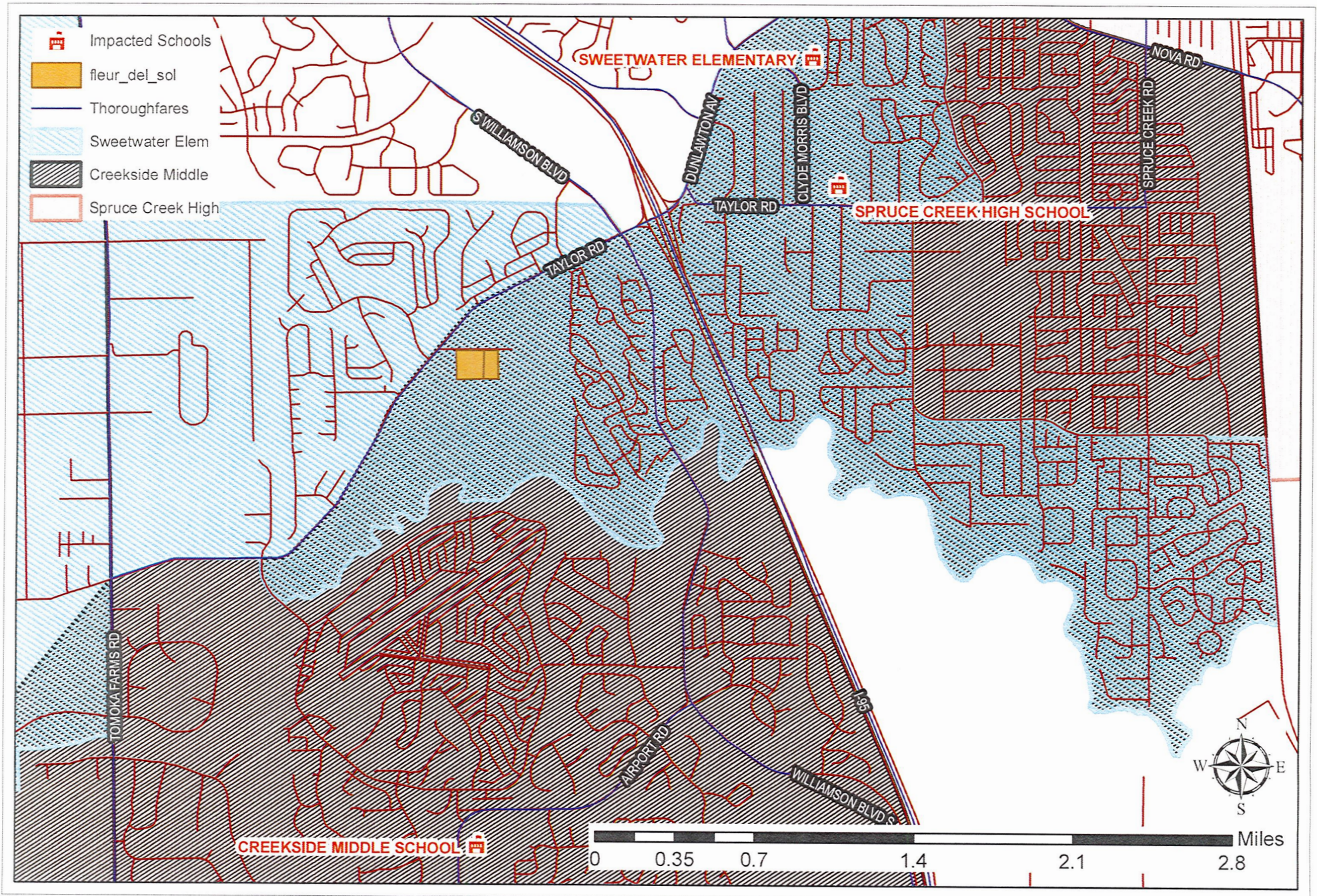
Eric Kozielski
Planning and GIS Specialist

26JUNE2019
Issue Date

VCSB Schools Impacted by Development Proposal

School Concurrency Review - Fleur Del Sol

Created by Facilities Services
JUN2019





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/19/2019

Consent item: No

SUBJECT: (G17) Approval of Final Plat and Plans for the King's Landing Phase 2 Subdivision (Case No. 19-50000001)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Final Plat & Plans for the King's Landing Subdivision, Phase 2 - Case No. 19-50000001.

SUMMARY: Planning Commission Action (10/24/19): Recommended Approval

The applicant requests approval of the Subdivision Plat and Plans for Phase 2 of the King's Landing Subdivision. The proposed Phase 2 is located on the east side of the property, and includes 45 single-family lots (13 one-acre lots and 32 - 20,000 square-foot lots). The overall property is +/- 82.2-acres divided into two phases of development. Phase 1 is currently under construction and includes 24 single-family lots (23-one-acre lots and 1 - 20,000 square-foot lot). Both phases also include tracts of land for common area, tree preservation, and stormwater. The plat and subdivision plans for Phase 2 have been designed according to the requirements of the City's Land Development Code (LDC), and public facilities and services, such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed 45 residential lots.

The +/- 82.2-acre subject property is currently designated Rural Residential (RR) and R-20 Single-Family Residential (R-20SF) on the City's Zoning Map (Figure 2) and designated Rural Transition (0-2 units/acre) and Suburban Residential (2-4 units/acre) on the City's Future Land Use Map.

- The thirteen (13) one-acre single-family lots in Phase 2 are proposed to be developed where the Future Land Use designation is Rural Transition (0-2 units/acre) and the zoning designation is Rural Residential (RR).
- The thirty-two (32) - 20,000 square-foot lots in Phase 2 are proposed to be developed between the King's Landing Subdivision 1-acre lots and Bent Oaks Subdivision, where the Future Land Use designation is Suburban Residential (2-4 units/acre) and the zoning designation is R-20 Single-Family Residential (R-20SF).

The Phase 2 Plat and Plans are designed to provide points of access to Hensel Road, Broken Bow Lane and English Oaks Drive (leads to Hensel Road) and meets the minimum LDC subdivision requirements (e.g. two access points to public or private

roads). City Council previously approved a subdivision variance (12/5/2017) to allow the King's Landing Subdivision to be developed without the extension of Forest Troll Drive and Westport Drive into the proposed King's Landing Phase 2. The applicant requested to not extend the existing Forest Troll Drive stub-out into the proposed subdivision because it would have the potential of creating a non-traditional intersection between the existing Broken Bow Lane and Forest Troll Drive and the proposed Highgarden Way and to preserve a 36" historic oak tree. Additionally, the applicant requested to omit the extension of the existing Westport Drive stub-out into the proposed subdivision because it would have the potential of adding to the number of vehicles entering/exiting at the intersection of Taylor Road and Southport Drive.

The staff report is attached for more details.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Staff Report	Staff Report.pdf
2.	Exhibit 1 - Subdivision Plat	Exhibit 1.pdf
3.	Exhibit 2 - Subdivision Plans	Exhibit 2 - Subdivision Plans.pdf
4.	Exhibit 3 - Tree Preservation Chart	Exhibit 3.pdf

Penelope Cruz	Created/Initiated - 10/31/2019
Tim Burman	Approved - 10/31/2019
Shannon Balmer	Approved - 11/6/2019
Jake Johansson	Approved - 11/7/2019
Robin Fenwick	Final Approval - 11/7/2019



STAFF REPORT

SUBDIVISION PLAT & PLANS /KING'S LANDING – Phase 2
CASE NO. 19-50000001

REQUEST:	Approval of the King's Landing Subdivision Plat and Plans (Phase 2)
LOCATION:	East side of Hensel Road, between East Hensel Hill Drive and Hills Boulevard (See Figure 1)
OWNER/APPLICANT:	Coventry Partners, LLC
PLANNING COMMISISON:	Recommended Approval (October 24, 2019)
CITY COUNCIL:	November 19, 2019
STAFF CONTACT:	Tim Burman, Community Development Director (386) 506-5675

DISCUSSION

The applicant requests approval of Subdivision Plat and Plans for Phase 2 of the King's Landing Subdivision. The overall property is +/- 82.2-acres divided into two phases of development. Phase 1 is currently under construction and includes 24 single-family lots (23 one-acre lots and 1 - 20,000 square-foot lot). The proposed Phase 2 is located on the east side of the property, and includes 45 single-family lots (13 one-acre lots and 32 - 20,000 square-foot lots). Both phases also include tracts of land for common area, tree preservation, and stormwater.

Figure 1: Location Map



Map created by the City of Port Orange Community Development Department

The +/- 82.2-acre subject property is currently designated Rural Residential (RR) and R-20 Single-Family Residential (R-20SF) on the City's Zoning Map (Figure 2) and designated *Rural Transition* (0-2 units/acre) and *Suburban Residential* (2-4 units/acre) on the City's Future Land Use Map (Figure 3).

- The thirteen (13) one-acre single-family lots in Phase 2 are proposed to be developed where the Future Land Use designation is *Rural Transition* (0-2 units/acre) and the zoning designation is Rural Residential (RR).
- The thirty-two (32) - 20,000 square-foot lots in Phase 2 are proposed to be developed between the King's Landing Subdivision 1-acre lots and Bent Oaks Subdivision, where the Future Land Use designation is *Suburban Residential* (2-4 units/acre) and the zoning designation is R-20 Single-Family Residential (R-20SF).

Figure 2: Current Zoning Map and Proposed Phase 2 Subdivision Layout

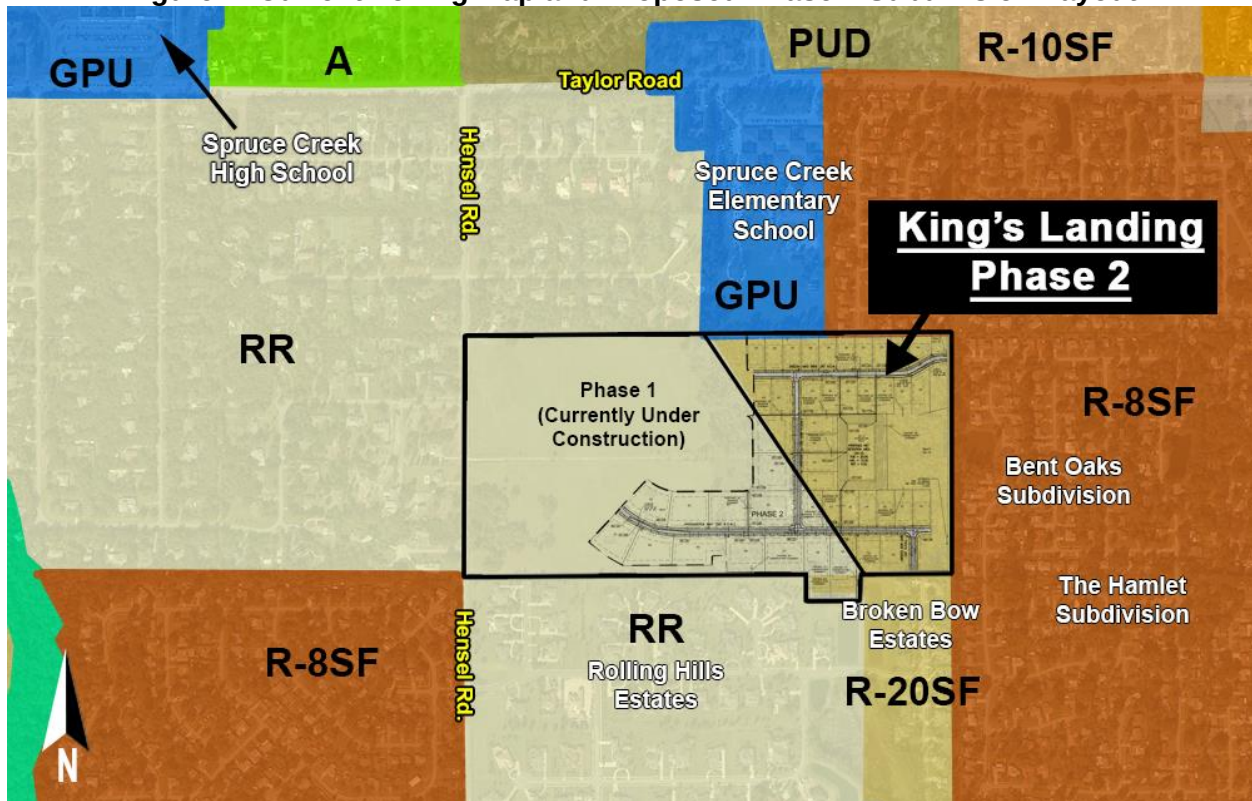
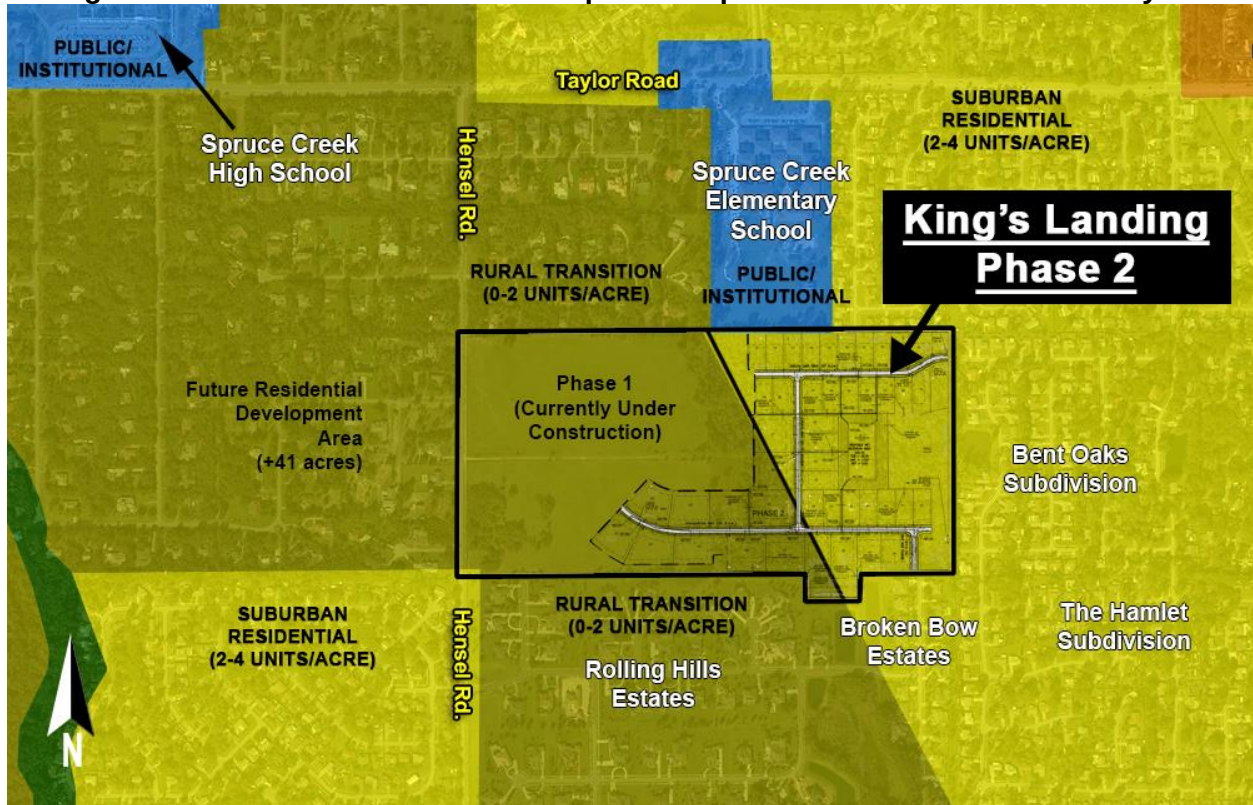


Figure 3: Current Future Land Use Map and Proposed Phase 2 Subdivision Layout



According to the City's Land Development Code (LDC), a plat and associated subdivision plans are to be designed according to the subdivision requirements in the LDC for stormwater, streetlights, roadways and sidewalks, utilities, easements, lot dimensions, roadway landscape buffers, and tree protection (Exhibit 3). The plat and subdivision plans for Phase 2 (Exhibit 1 and 2) have been designed according to the requirements of the City's LDC and the dimensional standards outlined in the RR and R-20SF zoning districts of the LDC (Table 1).

Table 1: Developmental Standards for the RR and R-20SF Zoning Districts

LOT DEVELOPMENT STANDARDS	RR ZONING DISTRICT	R-20SF ZONING DISTRICT
Minimum lot size	1 acre or 43,560 SF	20,000 SF
Minimum lot width (ft.)	100'	100'
Front setback (ft.)	40'	30'
Side setback (ft.)	15'	10'
Rear setback (ft.)	30'	25'
Maximum building coverage	20%	30%
Minimum open space	60%	60%
Maximum building height (ft.)	35'	35'
Minimum floor area (SF)	1,400 SF	1,400 SF

The following subdivision improvements will be constructed with the development of Phase 2:

- Roadway connection to adjacent tracts at Broken Bow Lane and English Oaks Drive;
- Common Areas with Tree Conservation Easements for specimen trees being saved;
- Water, sewer, and reclaimed water infrastructure;
- Public local streets (English Oaks Drive, Broken Bow Lane, Winterfell Drive and Highgarden Way) within the subdivision;
- Stormwater drainage infrastructure; and
- Sidewalks and streetlights along English Oaks Drive, Broken Bow Lane, Winterfell Drive and Highgarden Way.

City Council previously approved a subdivision variance (12/5/2017) to allow the King's Landing Subdivision to be developed without the extension of Forest Troll Drive and Westport Drive into the proposed King's Landing Phase 2. The applicant requested to not extend the existing Forest Troll Drive stub-out into the proposed subdivision because it would have the potential of creating a non-traditional intersection between the existing Broken Bow Lane and Forest Troll Drive and the proposed Highgarden Way and to preserve a 36" historic oak tree. Additionally, the applicant requested to omit the extension of the existing Westport Drive stub-out into the proposed subdivision because it would have the potential of adding to the number of vehicles entering/exiting at the intersection of Taylor Road and Southport Drive. At build-out, the proposed subdivision will provide multiple points of access (Hensel Road, Broken Bow Lane, Rocko Road, and English Oaks Drive), that meet the minimum LDC subdivision requirements (e.g. two access points to public roads).

CONCURRENCY REVIEW

According to the Land Development Code (LDC), public facilities and services, such as roads, public infrastructure, schools, and recreational facilities, are to be reviewed to verify sufficient capacity exists above the adopted level-of-service (LOS) to accommodate the impacts for all proposed residential subdivisions.

Public facilities and services are currently available to serve the proposed 45 single-family lots. The following discussion summarizes impacts the proposed 45 single-family lots will have on the public facilities and services.

Table 2: Infrastructure Impact Assessment for 45 Single-Family Lots

DEVELOPMENT VARIABLE	IMPACTS
Population ¹	101
A.M./P.M./Daily Peak Hour Trips ²	35/46/428 trips
Sanitary Sewer (gallons per day) ³	7,200 gallons
Potable Water (gallons per day) ⁴	8,100 gallons
Solid Waste (lbs. Per day) ⁵	144 lbs.
Stormwater Drainage ⁶	See Note

DEVELOPMENT VARIABLE	IMPACTS
Recreation & Open Space ⁷	
• Parkland	0.70 acres
• Ball Fields	0.02 fields
• Basketball Courts	0.025 courts
• Multipurpose Courts	0.29 fields
• Tennis Courts	0.025 courts
• Neighborhood Centers	0.007 centers

Notes:

1. **Population:** 2.25 persons per household (per 2010 Census)
2. **Transportation:** 0.77 AM peak hour trips per unit; 1.02 PM peak hour trips per unit; 9.52 daily trips per unit; Single-family (210), ITE Trip Generation Manual, 10th Edition
3. **Sanitary Sewer:** 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. **Potable Water:** 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. **Solid Waste:** 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. **Stormwater Drainage:** LOS standard = 25 year, 24-hour event. Drainage system will be designed to meet the requirements of the Land Development Code.
7. **Rec. & Open Space:**
 - Parkland: 7 acres per 1,000 persons (0.007 acres/person)
 - Ball Fields: 1 field per 5,000 persons (0.0002 ball fields/person)
 - Basketball Courts: 1 court per 4,000 persons (0.00025 basketball courts/person)
 - Multipurpose Fields: 1 field per 3,500 persons (0.0002857 multipurpose fields/person)
 - Tennis Courts: 1 court per 4,000 persons (0.00025 tennis courts/person)
 - Neighborhood Centers: 1 facility per 15,000 persons (0.0000666 neighborhood centers/person)

Water, Sewer, Reclaimed Water

The City has available sanitary sewer and potable water capacity to accommodate the proposed 45 lots. The City's adopted level-of-service (LOS) standard for sanitary sewer is 160 gallons per day per single-family household and for potable water is 180 per day per single-family household.

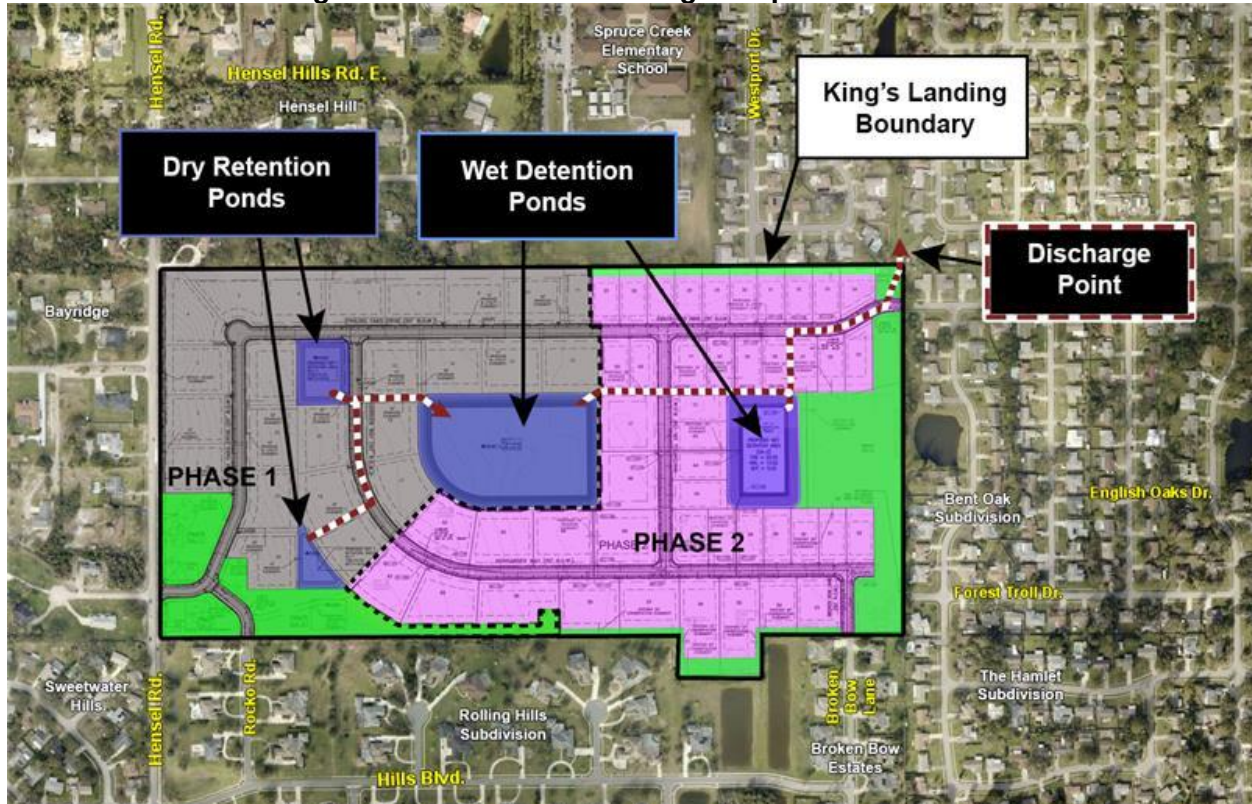
The proposed 45 lots will be served by potable water, sanitary sewer, and reclaimed water. As part of the Phase 1 improvement, a connection with City potable and reclaimed water lines were made along Hensel Road. The potable and reclaimed water lines to serve Phase 2 are available through the Phase 1. The sanitary sewer connection will be where English Oaks Drive abuts the eastern boundary line of the subject property. The developer will construct potable water, sanitary sewer, and reclaimed water lines throughout the proposed subdivision in accordance with the utility plan for this project. All lots will be provided with stub-outs for utilities.

Stormwater Drainage

The drainage areas shown on the plans will provide the required stormwater drainage for the 45 single-family lots on the +/- 82.2-acre property. The design and size of the stormwater system complies with the stormwater requirements in the City's Land Development Code and the St. Johns River Water Management District (SJRWMD) Environmental Resource Permit (ERP) for a site that discharges stormwater into Rose Bay. The proposed drainage system for the Subdivision (Phase 1 and Phase 2) consists

of two (2) dry pre-treatment retention areas for the removal of nitrogen and phosphorus from the stormwater pollutant prior to going into the two wet detention ponds (existing Phase 1 pond and proposed Phase 2 pond). Eventually the stormwater from the wet detention pond is discharged into a series of pipes, swales, canals, and ponds and eventually enters into Rose Bay.

Figure 4: Stormwater Drainage Proposed Phase 2



The City's adopted level-of-service standard for stormwater drainage requires that all new retention/detention facilities be able to treat and convey the runoff from the 25-year, 24-hour storm event without causing flooding or pollution of receiving waterbodies. There must be no net loss of stormwater retention function as a result of development; therefore, the subdivision property must have the same ability to store and discharge water after development as it does before development occurs. In addition, the post-development runoff rates shall be less than the pre-development runoff rates.

Recreation Facilities

The City's adopted level-of-service for recreational facilities includes acreage of parkland, and number of ball fields, basketball courts, multi-purpose fields, tennis courts, and neighborhood centers. According to the City's 2018 Concurrency Management Report, the City is not deficient in any of the recreational facilities categories and there are sufficient facilities to support the anticipated 101 people from the proposed 45 lots.

School Capacity

The Volusia County School District determined that the adopted level of service will be met, and that capacity exists in the schools for the estimated students to be generated by the proposed subdivision.

Transportation

According to the King's Landing Traffic Impact Analysis (TIA) prepared by Lassiter Transportation Group, Inc., the 45 single-family homes are expected to generate 35 AM peak-hour trips, 46 PM peak-hour trips, and 428 daily trips. The TIA indicates that all roadway segments and intersections identified in the TIA study area will operate within the adopted Level-of-Service standards with the traffic generated from the 45 single-family home subdivision (Phase 2).

Consistency with the Comprehensive Plan

The +/- 82.2-acre subject property is designated *Rural Transition* (0-2 units/acre) and *Suburban Residential* (2-4 units/acre) on the City's Future Land Use Map. As shown on Exhibit 1, the majority of the +/- 82.2-acre property has a Future Land Use (FLU) designation of *Rural Transition* (0-2 units/acre).

- The 13-one-acre lots in Phase 2 are proposed to be developed where the Future Land Use designation is *Rural Transition* (0-2 units/acre). Specifically, the Comprehensive Plan states that the *Rural Transition* category includes rural-scale or large-lot (usually 1 to 2 acres) residential development situated between Agricultural lands and areas of higher density/intensity. The residential development is limited to no more than two units per acre.
- The 32 - 20,000 square-foot lots in Phase 2 are proposed to be developed east of the 1-acre lots where the Future Land Use designation is *Suburban Residential* (2-4 units/acre). Specifically, the Comprehensive Plan states that the *Suburban Residential* category includes residential development on lots one quarter-acre in size. The residential development is limited to no more than four units per acre.

The development of the proposed 45 single-family lots is consistent with the intent of the FLU designations and permitted uses in the RR and R-20SF zoning districts. Based on the approved Phase I plans and the current proposed Phase 2 plans, the overall +/- 82.2-acre property is to be developed with a total of 69 lots and a density of 0.84 residential units per acre, which is consistent with the Comprehensive Plan.

RECOMMENDATION

Staff recommends approval of the final plat and plans for Phase 2 of the King's Landing Subdivision.

ATTACHMENTS

- Exhibit 1 - Subdivision Plat
- Exhibit 2 - Subdivision Plans
- Exhibit 3 – Tree Preservation Chart

KING'S LANDING - PHASE II

DESCRIPTION

CONTAINS 1,820,063 SQUARE FEET OR 41.783 ACRES MORE OR LESS.

ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

CR	CERTIFIED CORNER RECORD	PB	PIAT BOOK
CS	CENTERLINE SYMBOL	PC	POINT OF CURVATURE
CM	CONCRETE MONUMENT	PG	PAGE
	CENTRAL ANGLE	PI	POINT OF INTERSECTION
DE	DRAINAGE ESMT	POB	POINT OF BEGINNING
DUE	DRAINAGE AND UTILITY EASEMENT	POC	POINT OF COMMENCEMENT
ESMT	EASEMENT	PRM	PERMANENT REFERENCE MONUMENT
FND	FOUND	PSM	PROFESSIONAL SURVEYOR AND MAPPER
L	LENGTH	PT	POINT OF TANGENCY
LB	LICENSED BUSINESS	R	RADIUS
N&D	NAIL & DISK	(R)	RADIAL
(NR)	NON-RADIAL	R/W	RIGHT-OF-WAY
NT	NON-TANGENT	SF	SQUARE FEET
NTS	NOT TO SCALE	(T)	TOTAL
ORB	OFFICIAL RECORDS BOOK	TCE	TREE CONSERVATION EASEMENT

12. THIS PLAT CONTAINS 45 LOTS AND 3 TRACTS FOR A TOTAL OF 48.
13. THE MINIMUM LOT SIZE IS 20,000 SQUARE FEET.
14. THIS PLAT CONTAINS 9,999.74 LINEAL FEET OF ROADS.
15. THE GRANTOR TO THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREIN OR GRANTED IN ACCORDANCE WITH THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC.'S COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
16. THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED BY THE DEVELOPER BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR OR REPLACE THE FACILITIES; AND, SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS WELL AS THE RIGHT TO TAKE ANY ACTION NECESSARY IN THE EVENT OF TERMINATION, DISSOLUTION, OR 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.
17. COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE POWER OF CONVEYANCE, AND MAY BE EXERCISED FROM ANY WHEREAS IT IS SO DEEMED APPROPRIATE BY THE DISTRICT OF THE CITY OF PORT ORANGE.
18. THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING AND IRRIGATION IN COMMON AREAS.
19. THE ARTICLES OF INCORPORATION FOR THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORD BOOK NO. 10, PAGE 10, THROUGH PAGE 11, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE _____ ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORD BOOK NO. _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
20. TRACTS CA-4 AND CA-5, DEPICTED HEREON AS COMMON AREA, WILL BE OWNED AND MAINTAINED BY THE KING'S LANDING HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF COMMON AREA.
21. THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS WILL BE OWNED AND MAINTAINED BY THE KING'S LANDING HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF STORMWATER DRAINAGE.

ENGLISH OAKS DRIVE [50.00' R/W]

C19
2.72'
50°07'17"E
2.34'

N58°50'49"E 69.31'

2.00' NON-VEHICULAR ACCESS ESMT

LOT 35
23,668 SF

20.00' DE

CURVE CHART					
	CENTRAL		ARC	CHORD	CHORD
C/O	ANGLE	RADIUS	LENGTH	BEARING	DISTANCE
N19	1°37'32"4"	205.00'	41.56'	N59°39'11"E	41.52'
C23	30°37'09"	205.00'	109.55'	57°04'29"4"	108.25'
C24	17°59'31"	205.00'	64.37'	S80°28'13"W	64.11'
C27	11°13'00"	155.00'	30.34'	S67°27'19"W	30.30'
C33	04°14'29"	205.00'	15.18'	S84°20'44"W	15.17'
C34	28°23'58"	50.00'	24.78'	N14°39'11"W	24.53'
C35	61°36'02"	50.00'	53.76'	N59°39'11"W	51.20'
LINE CHART					
L5	S86°34'08"W	0.77'			
L6	S41°54'46"W	15.98'			
L18	S48°08'41"W	24.52'			

PAGE

BY:

MITCHEL SABINA, MANAGER

SIGNED and SEALED IN THE PRESENCE OF:

(PRINT NAME) (SIGNATURE)

(PRINT NAME) (SIGNATURE)

ACKNOWLEDGMENT

COUNTY OF VOLUSIA

THIS IS TO CERTIFY, THAT ON THIS _____ DAY OF _____, A.D. 19____, BEFORE ME, PERSONALLY APPEARED MITCHEL SABINA, MANAGER, ON BEHALF OF COVENTRY PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE, AS THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE AND VOLUNTARY ACT AND DEED, THAT HEREUNTO DULY AUTHORIZED BY SAID DEDICATION IS THE ACT AND DEED OF SAID LIMITED PARTNERSHIP AND WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED A _____ AS IDENTIFICATION AND WHO (DID)(DID NOT) TAKE AN OATH.

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

NOTARY PUBLIC

PRINTED NAME _____

COMMISSION NO.:

COMMISSION NO.:

EXPIRATION:

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FOUND THAT IT COMPLIES, IN FORM, WITH ALL REQUIREMENTS STATED IN CHAPTER 177 PART I, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON _____ AT _____ A.M. / P.M.

FILE NO.

CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177 PART I, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

(SIGNATURE) _____ DATE: _____
(PRINT NAME) _____, PSM. NO.: _____

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED KING'S LANDING, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177 PART I, FLORIDA STATUTES, AND THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177 PART I, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

Dated: _____ Signed: _____

Registration Number:
LB #4475

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED KING'S LANDING WAS APPROVED BY THE PORT ORANGE CITY COUNCIL ON

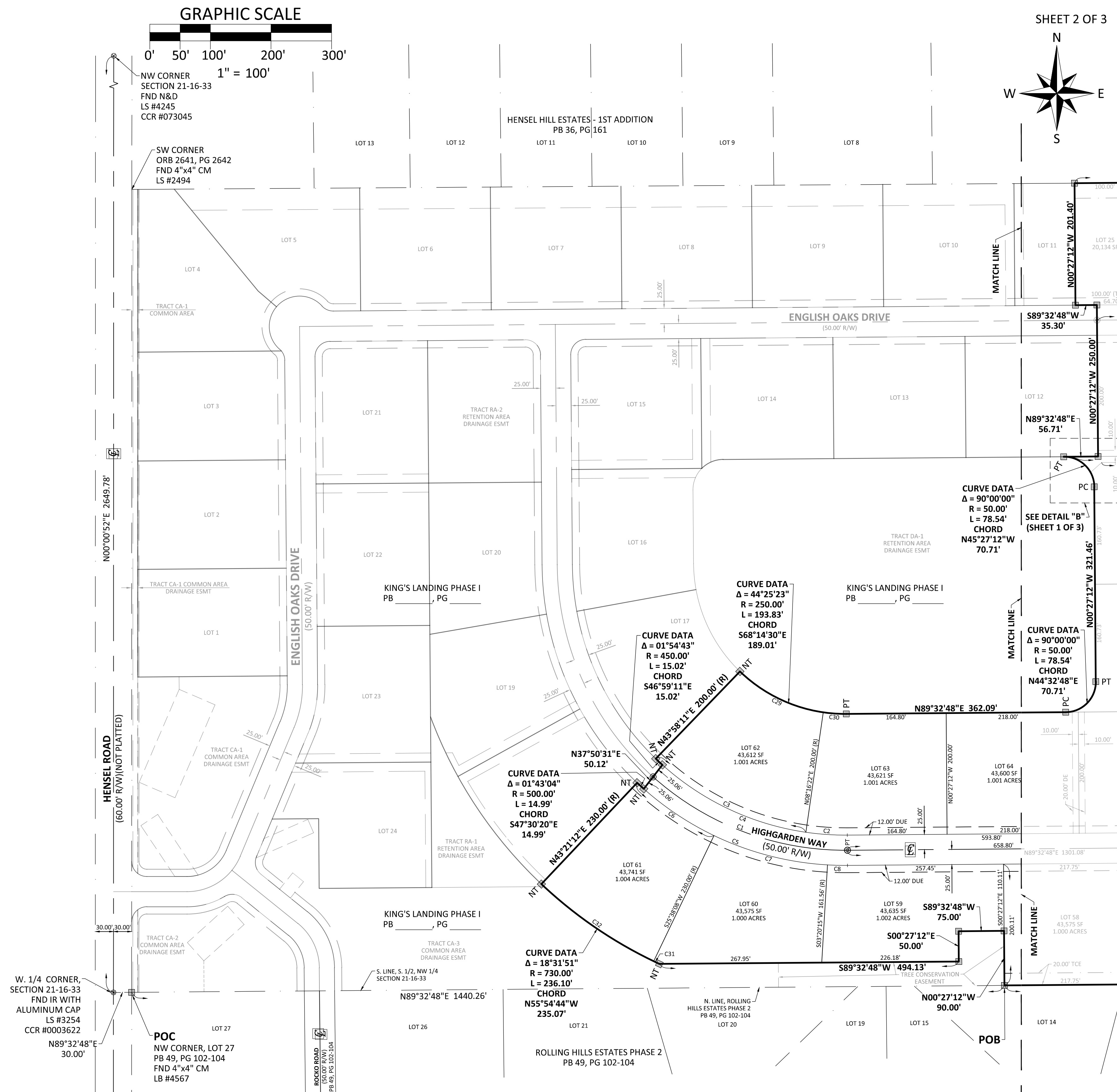
BY: _____ ATTEST: _____
MAYOR OF THE CITY OF PORT ORANGE CITY CLERK OF THE CITY OF PORT ORANGE

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED KING'S LANDING - PHASE II
WAS APPROVED BY THE PORT ORANGE PLANNING COMMISSION ON

BY: _____
CHAIRMAN OF THE PORT ORANGE
PLANNING COMMISSION

KING'S LANDING - PHASE II

A REPLAT OF A PORTION OF TRACT "A", KING'S LANDING - PHASE I, AS RECORDED IN PLAT BOOK _____, PAGES _____, VOLUSIA COUNTY, FLORIDA, SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

PLAT
BOOK

PAGE

GENERAL NOTES

1. MONUMENTATION
 - ⊠ - DENOTES A PERMANENT REFERENCE MONUMENT, A 4"x4" CONCRETE MONUMENT WITH A DISC MARKED "PRM LB475", UNLESS OTHERWISE NOTED
 - ⊙ - DENOTES A PERMANENT CONTROL POINT, A NAIL WITH A DISC MARKED "PRM LB475", UNLESS OTHERWISE NOTED.
 - ⊕ - DENOTES FOUND SECTION CORNER WITH A CERTIFIED CORNER RECORD MARKED AS SHOWN.
2. (R) - DENOTES A LINE RADIAL RELATIVE TO ADJACENT CURVE.
3. (OR) - DENOTES A LINE NOT RADIAL RELATIVE TO ADJACENT CURVE.
3. DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
4. 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.
5. BEARINGS SHOWN HERE ON ARE RELATIVE TO STATE PLANE COORDINATES FLORIDA EAST ZONE.
6. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF CURVE SURVEYING FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE 39.37/12163.2808333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
7. NOTICE: THIS PLAT, AS DESCRIBED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN. THERE WILL BE NO CIRCUMSTANCES BY WHICH THE SURVEYOR'S RECORD OR THIS PLAT OR 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.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO TREE CONSERVATION, DRAINAGE, UTILITY, MAINTENANCE, GOVERNMENT AND EMERGENCY SERVICES, GRANTED HEREON.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, NATURAL GAS, AND ALL OTHER UTILITIES.
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 WILL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
11. BOUNDING REQUIREMENTS:
 - LOTS 250 R(R) RURAL RESIDENTIAL), LOTS 55 THROUGH 67
 - MINIMUM LOT AREA: 1 ACRE
 - MINIMUM LOT WIDTH: 100.00 FEET
 - MAXIMUM BUILDING COVERAGE: 20%
 - MINIMUM OPEN SPACE: 70%
 - MINIMUM SETBACKS
 - FRONT: 40 FEET
 - REAR: 15 FEET
 - SIDE: 30 FEET

LOTS ZONED R-20SF (SINGLE FAMILY RESIDENTIAL), LOTS 25 THROUGH 54 AND LOTS 68 AND 69

- MINIMUM LOT AREA: 20,000.00 SQUARE FEET
- MINIMUM LOT WIDTH: 100.00 FEET
- MAXIMUM BUILDING COVERAGE: 30%
- MINIMUM OPEN SPACE: 60%
- MINIMUM SETBACKS
- FRONT: 30 FEET
- SIDE: 10 FEET
- REAR: 25 FEET
- SIDE CORNER: 30 FEET
- THIS PLAT CONTAINS 15 LOTS AND 3 TRACTS FOR A TOTAL OF 48.
- THIS THE MINIMUM LOT SIZE IS 20,000 SQUARE FEET.
- THIS PLAT CONTAINS 3,959.74 LINEAL FEET OF ROADS.
- THE COMMON AREAS BELONGING TO THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. BY WHOM THIS PLAT SHALL BE SUBJECT TO EASEMENTS OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC.'S COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
- THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THE DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IT SHOULD BE UNDERSTOOD THAT THE CITY OF PORT ORANGE HAS THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR, OR REPLACE THE FACILITIES, AND, SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE MAINTENANCE AND REPAIR OF THE STORMWATER DRAINAGE AND STORMWATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 404.02-2(2), F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
- COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER /GROUND WATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
- THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTAINING THE PLAT CONTAINING AND IRRIGATING THE COMMON AREAS.
- THE ARTICLES OF INCORPORATION FOR THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE EASEMENTS FOR THE COMMON AREAS ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. SHALL BE OWNED AND MAINTAINED BY THE KING'S LANDING HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF COMMON AREA.
- TRACT DA-2, DEPICTED HEREON AS STORMWATER DRAINAGE, WILL BE OWNED AND MAINTAINED BY THE KING'S LANDING HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF STORMWATER DRAINAGE.

LEGEND

ACR	CERTIFIED CORNER RECORD	PB	PLAY BOOK
CD	CENTER SYMBOL	PC	POINT OF CURVATURE
CM	CENTRAL MONUMENT	PG	PAGE
CA	CENTRAL ANGLE	PI	POINT OF INTERSECTION
DE	DRAINAGE EAST	POB	POINT OF BEGINNING
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NR	NON-RADIAL	R/W	RIGHT-OF-WAY
NT	NON-TANGENT	SF	SQUARE FEET
NTS	NOT TO SCALE	TT	TOTAL
OR	OFFICIAL RECORDS BOOK	TC	TREE CONSERVATION EASEMENT

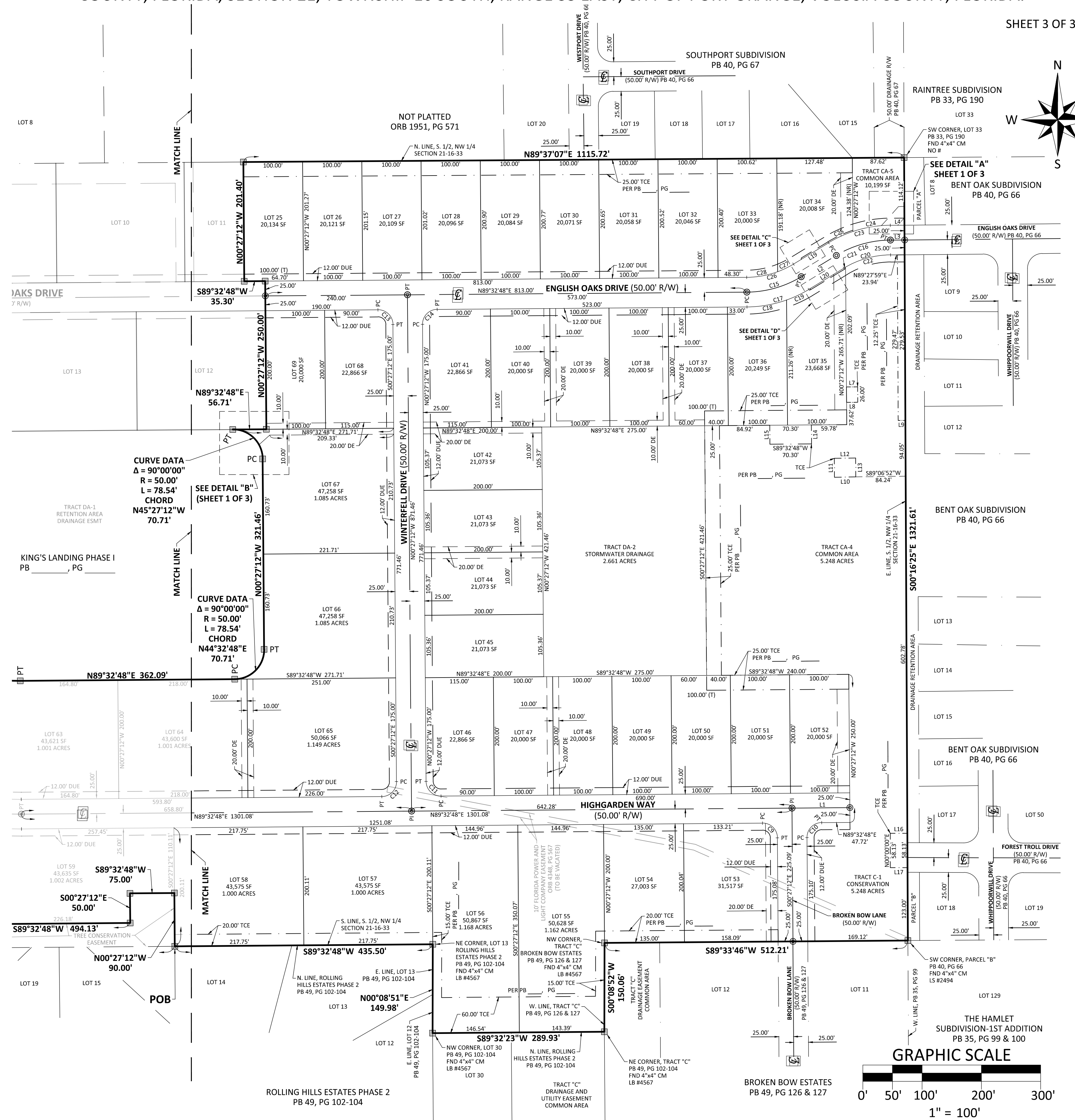
		CURVE CHART			
NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	42°17'19"	475.00'	350.59'	S69°18'32"E	342.68'
C2	08°43'34"	450.00'	68.53'	N86°05'25"W	68.47'
C3	35°41'49"	450.00'	280.36'	N63°52'44"W	275.85'
C4	42°30'40"	450.00'	333.88'	N69°11'52"W	326.27'
C5	42°05'19"	500.00'	367.29'	S69°24'32"E	359.09'
C6	17°43'03"	500.00'	154.62'	S55°30'02"E	154.00'
C7	22°17'54"	500.00'	194.59'	S58°05'25"E	194.06'
C8	03°47'26"	500.00'	33.08'	S88°33'29"E	33.07'
C9	35°41'49"	250.00'	155.76'	S63°52'44"W	153.25'
C20	08°43'34"	250.00'	38.07'	S86°05'25"E	38.04'
C21	00°48'48"	730.00'	10.36'	N64°46'16"W	10.36'
C23	17°43'03"	730.00'	225.74'	N55°30'20"W	224.84'



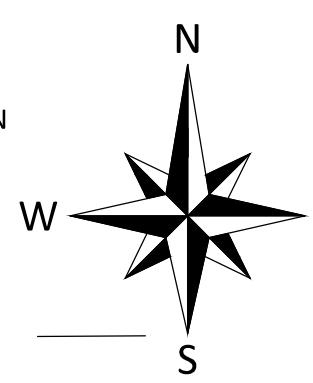
ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
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KING'S LANDING - PHASE II

A REPLAT OF A PORTION OF TRACT "A", KING'S LANDING - PHASE I, AS RECORDED IN PLAT BOOK _____, PAGES _____, VOLUSIA COUNTY, FLORIDA, SECTION 21, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.



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PLAT BOOK	PAGE
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GENERAL NOTES

1. MONUMENTATION

■ - DENOTES A PERMANENT REFERENCE MONUMENT, A 4"x4" CONCRETE MONUMENT WITH A DISC MARKED "PRM 1-B-4175" UNLESS OTHERWISE NOTED.

⊙ - DENOTES A PERMANENT CONTROL POINT, A NAIL WITH A DISC MARKED "PRM 1B4475" UNLESS OTHERWISE NOTED.

⊙ - DENOTES FOUND SECTION CORNER WITH A CERTIFIED CORNER RECORD MARKED AS SHOWN.

(R) - DENOTES A LINE RADIAL RELATIVE TO ADJACENT CURVE.

(N) - DENOTES A LINE NOT RADIAL RELATIVE TO ADJACENT CURVE.

DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

4. 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.

5. BEARINGS SHOWN HERE ON ARE RELATIVE TO STATE PLANE COORDINATES FLORIDA EAST ZONE.

6. ALL ASSUMED DATA 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 39.37121.32.8088333333333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.

7. THIS PLAT IS A RECORD IN ITS GRANTEE 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 THE COUNTY.

8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO TREE CONSERVATION, DRAINAGE, UTILITY, MAINTENANCE AND GOVERNMENT AND EMERGENCY SERVICES, GRANTED HEREON.

9. UTILITY EASEMENTS ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, NATURAL GAS, FIBER OPTIC, TELECOMMUNICATION.

10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, 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. BUILDING REQUIREMENTS

LOTS ZONED NR (RURAL RESIDENTIAL), LOTS 55 THROUGH 67

MINIMUM LOT AREA: 1 ACRE

MINIMUM LOT WIDTH: 100.00 FEET

MAXIMUM BUILDING COVERAGE: 20%

MINIMUM OPEN SPACE: 70%

MINIMUM SETBACKS

FRONT: 40 FEET

SIDE: 15 FEET

REAR: 30 FEET

SIDE CORNER: 40 FEET

LOTS ZONED R-20SF (SINGLE FAMILY RESIDENTIAL), LOTS 25 THROUGH 54 AND LOTS 68 AND 69

MINIMUM LOT AREA: 10,000.00 SQUARE FEET

MINIMUM LOT WIDTH: 100.00 FEET

MAXIMUM BUILDING COVERAGE: 30%

MINIMUM OPEN SPACE: 60%

MINIMUM SETBACKS

FRONT: 30 FEET

SIDE: 10 FEET

REAR: 25 FEET

SIDE CORNER: 30 FEET

12. THIS PLAT CONTAINS 45 LOTS AND 3 TRACTS FOR A TOTAL OF 48.

13. THE MINIMUM LOT SIZE IS 20,000 SQUARE FEET.

14. THIS PLAT CONTAINS 3,959.74 LINEAL FEET OF ROAD.

15. THE COMMON AREAS GRANTED TO THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. BY ACCORDANCE WITH THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC.'S COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHTS TO THE GENERAL PUBLIC.

16. THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THE DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER THE COMMON AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR OR REPLACE THE FACILITIES AND, SHALL HAVE THE RIGHT TO LEND ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR 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 404-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT. PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.

17. COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER /GROUND WATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.

18. THE KING'S LANDING HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTAINING LANDSCAPING AND IRRIGATION IN COMMON AREAS.

19. THE ARTICLES OF INCORPORATION FOR THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

20. THE ARTICLES OF INCORPORATION FOR THE KING'S LANDING HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

21. TRACT DA-2, DEPICTED HEREON AS COMMON AREA, WILL BE OWNED AND MAINTAINED BY THE KING'S LANDING HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF COMMON AREA.

22. TRACT DA-2, DEPICTED HEREON AS STORMWATER DRAINAGE, WILL BE OWNED AND MAINTAINED BY THE KING'S LANDING HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF STORMWATER DRAINAGE.

LEGEND

CE	CERTIFIED CORNER RECORD	PB	PLAT - PLAT BOOK
CE	CENTERLINE SYMBOL	PC	POINT OF CURVATURE
CM	CONCRETE MONUMENT	PG	PAGE
CE	CENTRAL ANGLE	PI	POINT OF INTERSECTION
DE	DRAINAGE ESMT	PRB	POINT OF BEGINNING
DE	DRAINAGE AND UTILITY EASEMENT	PC	POINT OF COMMENCEMENT
ESMT	EASEMENT	PRM	PERMANENT RECORD MONUMENT
ES	EASEMENT	PSM	PROFESSIONAL SURVEYOR AND MAPPER
LA	ARC LENGTH	R	RADIUS
LA	LOCATED SURVEY	RT	POINT OF TANGENCY
N&D	NAILED DISK	(R)	RADIAL
N&D	NON-RADIAL	R/W	RIGHT-OF-WAY
NT	NON-TANGENT	SC	SQUARE FEET
NTS	NOT TO SCALE	(T)	TOTAL
OR	OFFICIAL RECORDS BOOK	TCE	TREE CONSERVATION EASEMENT

CURVE CHART					LINE CHART
NO.	CENTRAL ANGLE	ARC RADIUS	CHORD LENGTH	CHORD DISTANCE	
C9	25.00"	25.00"	39.27	N45°27'12"E	L1 N89°32'48"E 97.72'
L0	90°00'00"	25.00"	39.27	N44°24'48"E	L2 N58°50'49"E 69.31'
L1	90°00'00"	25.00"	39.27	N45°27'12"E	L3 N89°27'59"E 23.84'
L2	90°00'00"	25.00"	39.27	N44°24'48"E	L4 S89°27'59"W 23.96'
L3	90°00'00"	25.00"	39.27	S45°27'12"E	L7 N89°32'48"E 18.78'
L4	90°00'00"	25.00"	39.27	N44°24'48"E	L8 S89°32'48"E 18.78'
L5	30°37'09"	180.00"	96.45	W74°09'24"E	L9 S89°43'35"W 12.25'
L6	30°37'09"	180.00"	96.19	N74°09'24"E	
L7	30°34'15"	205.00"	109.84	N74°11'49"E	L10 S89°06'52"W 35.98'
L8	30°37'09"	180.00"	96.45	W74°09'24"E	L11 N00°27'12"W 31.95'
L9	11°37'24"	205.00"	41.59	N64°39'31"E	L12 S89°06'52"E 35.98'
L10	30°37'09"	155.00"	82.83	N74°04'43"E	L13 S00°27'12"E 31.95'
L11	22°29'52"	155.00"	79.66	N74°04'43"E	
L12	29°26'52"	155.00"	79.66	N74°04'43"E	
L13	20°37'09"	205.00"	109.55	S74°09'24"E	L14 S00°27'12"E 32.00'
L14	20°37'09"	205.00"	109.55	S74°09'24"E	
L15	12°37'38"	205.00"	41.58	S65°09'38"E	L15 N00°27'12"W 32.00'
L16	30°34'15"	155.00"	83.05	S74°11'49"E	
L17	30°37'09"	155.00"	82.83	S74°09'24"E	L16 N00°00'00"E 28.81'
L18	19°28'59"	155.00"	52.71	S79°48'19"E	L17 S90°00'00"W 28.81'



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GENERAL NOTES:

1. ALL DISTURBED AREAS SHALL BE SOODED OR SEEDED AND MULCHED.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL ELEVATIONS OF EXISTING UTILITIES SHOWN OR NOT SHOWN PRIOR TO CONSTRUCTION AND FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITIES. 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 SLOPES/FOR VEGETATION CONTROL.

B. QUARTERLY TRUNK 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 386-756-5386. 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 NAVD 1929 DATUM.

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

1. 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 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 FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATURAL 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 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 HAY 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 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) ALONG THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY ADDITIONAL AREAS THAT THE CITY DETERMINES TO BE PROTECTED FROM POTENTIAL FLOODING DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFORESAID AREAS. 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 SOIL, AS REQUIRED.

8. FOR INDIVIDUAL CONSTRUCTION PROJECTS INVOLVING MULTIPLE PHASES, (PHASING) IS REQUIRED FOR SITES 30 ACRES AND LARGER) UPON COMPLETION OF EACH PHASE OF THE PROJECT, SEEDING AND MULCHING AND / OR SOODING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE OF CONSTRUCTION.

9. ONCE AN AREA IS SEEDED OR SOODED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED. IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY MAY REQUIRE THE CONTRACTOR TO RE-SEED OR A NON-VEGETATIVE COVER MAY BE DOLYD.

10. ANY BURNING OF CLEARED MATERIALS MUST BE INSPECTED AND PERMITTED ON A DAILY BASIS. CONTACT THE FIRE MARSHALL AT 756-5401 PRIOR TO EACH DAY OF DESIRED BURNING.

11. ABSOLUTELY NO BURNING OF CLEARED MATERIALS IS PERMITTED.

12. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE OVERHEAD ROADWAY, PARKING AND BUILDING LOT AREAS IS COMPLETED PRIOR TO THE APPLICATION OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER OTHER PROPOSED OPEN AREAS SUCH AS PLANT BEDS, SOODED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED.

13. 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-160).

16. DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS SHALL BE SUBMITTED ON THESE 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. STOCKPIILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF TWENTY DAYS SHOULD BE SEEDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.

19. SOILS ARE TO BE STABILIZED BY TIERING BY TIER 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 ADEQUATELY COVERAGE OF THE ENTIRE LENGTH OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TUBES, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING SYSTEMS CONNECTED TO NET RETENTION POND, 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 FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

1. ALL RIGHT-OF-WAY OTHER THAN ROADWAY AREAS SHALL BE GRASSED AND MULCHED OR SOODED. ALL SLOPES STEEPER THAN 6:1 SHALL REQUIRE SOODING. THE CITY RESERVES THE RIGHT TO REQUIRE SOODING IN SPECIAL AREAS WHERE EROSION IS A CONCERN.

2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE:

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

3. THE PAVEMENT, BASE, AND SUBBASE THICKNESS PRESENTED ON DETAILS REPRESENTS THE MINIMUM REQUIREMENTS FOR LOCAL AND PUBLIC STREETS AND PRIVATE PARKING LOTS. THE CITY RESERVES THE RIGHT AT ITS DISCRETION TO INCREASE THESE REQUIREMENTS FOR COLLECTOR AND ARTERIAL ROADWAYS AND PRIVATE PARKING LOTS SUBJECT TO HEAVY VEHICULAR COMMERCIAL TRAFFIC.

4. THE DEVELOPER SHALL PROVIDE AT THEIR OWN EXPENSE A CERTIFIED SOILS ENGINEERING LABORATORY TO PERFORM ALL FIELD AND LABORATORY TESTING REQUIRED TO VERIFY THAT THE CONSTRUCTION IS IN COMPLIANCE WITH THE CITY'S MINIMUM STANDARDS. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO ENSURE THAT COPIES OF ALL TEST REPORTS ARE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE PROJECT FINAL INSPECTION IN ORDER TO ALLOW PROJECT ACCEPTANCE BY THE CITY.

5. THE LIMITS OF STABILIZED SUBBASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB.

6. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL, OR OTHER MATERIAL AS APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND A LICENSED SOILS ENGINEER.

7. THE SUBBASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LBER/TON BEARING RATIO (LBR) TO A 6" MINIMUM DEPTH, A COMPACTION OF NO LESS THAN NINETY-EIGHT (98 %) PERCENT DENSITY BASED ON AASHTO T-160 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.

10. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) AND RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTED TO 98% MAXIMUM DENSITY BASED ON AASHTO T-160 MODIFIED PROCTOR TEST.

11. SOIL CEMENT AND RECYCLED CONCRETE MIX DESIGNS SHALL BE SUBMITTED BY A LICENSED SOILS ENGINEER TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE START OF SUBBASE PREPARATION. ALL MIX DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.

12. CEMENT DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR AT THE TIME OF PLACEMENT. IF THE INSPECTOR IS NOT ON SITE THROUGHOUT THE ENTIRE INSTALLATION, ACCUMULATED DELIVERY TICKETS CAN BE PROVIDED TO THE INSPECTOR BY THE CONTRACTOR ON THE FOLLOWING DAY.

13. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUBGRADE TESTING AND SHALL CONSIST OF, AS A MINIMUM, A MOISTURE CONTENT AND COMPACTION TEST.

14. PORTLAND CEMENT CONCRETE, LIMEROCK, RECYCLED CONCRETE, OR FULL DEPTH ASPHALT PAVEMENT MAY BE USED IN PLACE OF SOIL CEMENT BASE. ALL BASE AND ROADWAY DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.

15. SOIL CEMENT BASE MATERIAL CONSTRUCTION SHALL BE CONTINUOUSLY SUPERVISED BY A CITY 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.

16. SOIL CEMENT PAVEMENT BASES WITH THE CURE CLOT APPLIED SHALL BE ALLOWED TO CURE A MINIMUM OF SEVEN (7) DAYS UNDER NO TRAFFIC PRIOR TO PLACING ANY ASPHALT SURFACE. (TEST REPORTS ARE REQUIRED TO BE DELIVERED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO TRAFFIC USAGE).

17. RECYCLED CONCRETE CAN BE USED AS AN ALTERNATIVE BASE MATERIAL PROVIDED THE MATERIAL IS A MINIMUM OF 60% COMBINATION 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, RAILROAD TIES, OR OTHER EXTREMELY HARD AND HEAVY LIMBS, BALL OR POINTS OF RAILROAD TIES, BUT NOT IN QUANTITY AS TO BE DETRIMENTAL TO THE PROPER BONDING, FINISHING, OR STRENGTH OF THE RECYCLED CONCRETE BASE. FOR BASE APPLICATIONS, AT LEAST 90% (BY WEIGHT) OF THE MATERIAL SHALL PASS A "NO. 10" SIEVE, FOR BOTH APPLICATIONS, THE MATERIAL SHALL BE GRADED UNIFORMLY DOWN TO DUST AND A MINIMUM LBR LBER/TON BEARING RATIO. FOR ROADWAYS, AT LEAST 90% (BY WEIGHT) OF THE MATERIAL SHALL PASS A "NO. 10" SIEVE, FOR BOTH APPLICATIONS, THE MATERIAL SHALL BE GRADED UNIFORMLY DOWN TO DUST AND A MINIMUM LBR LBER/TON BEARING RATIO. FOR ROADWAYS, AT LEAST 90% (BY WEIGHT) OF THE MATERIAL SHALL PASS A "NO. 10" SIEVE, FOR BOTH APPLICATIONS, THE MATERIAL SHALL BE GRADED UNIFORMLY DOWN TO DUST AND A MINIMUM LBR LBER/TON BEARING RATIO. FOR ROADWAYS, AT LEAST 90% (BY WEIGHT) OF THE MATERIAL SHALL PASS A "NO. 10" SIEVE, FOR BOTH APPLICATIONS, THE MATERIAL SHALL BE GRADED UNIFORMLY DOWN TO DUST AND A MINIMUM LBR LBER/TON BEARING RATIO.

18. RETENTION AREA WATER DEPTHS SHALL BE FOUR FEET(4') MINIMUM TO TWELVE FEET(12') MAXIMUM, MEASURED FROM THE N.W.L. (NORMAL WATER LEVEL).

19. 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 SILT-CLEANING VELOCITY OF 3 FEET PER SECOND USING A MANNING'S "N" OF 0.012. SPACING FOR CLEAN-OUTS AND INLETS FOR SMALLER PIPES SHALL BE REDUCED AND EVALUATED ON A CASE BY CASE BASIS.

20. 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 SHAMPER SLOPES ARE PERMISSIBLE).

21. 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.

22. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.

23. LAKE INFLOW AND OUTLET STRUCTURES SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY. SHIMMERS FOR NET POND SHALL BE CONSTRUCTED SUCH THAT THE BOTTOM EXTENDS 6" BELOW THE NORMAL WATER LEVEL AND 6" ABOVE THE OVERTFLOW. FOR DEEP PONDS, THE SHIMMER BOTTOM SHALL SET 6" BELOW THE LOWEST OVERTFLOW ELEVATION AND 6" ABOVE THE HIGHEST POINT OF OVERTFLOW. ALL SHIMMERS SHALL BE CONSTRUCTED OF MINIMUM 1/4" THICK ALUMINUM OR FIBERGLASS ADEQUATELY SUPPORTED TO PREVENT DEFLECTION.

24. SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.

25. 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.

26. 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.

27. DEVELOPMENT PLANS FOR ALL STORMWATER MANAGEMENT SYSTEMS SHALL CONTAIN: POOL-OF-FAT DATA (OVERTFLOW, BOTTOM ELEVATION, NORMAL WATER LEVELS, MEAN ANNUAL SEASONAL HIGH WATER ELEVATION, TREATMENT VOLUME AND CORRESPONDING ELEVATION, 100 YEAR HIGH WATER LEVELS, AND THE DESIGN TAILWATER ELEVATION (IF APPLICABLE)).

28. IN GENERAL, ALL RETENTION / DETENTION SITES MUST BE CONSTRUCTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR PRIOR TO ANY CONDITIONS DICTATE. SEWER AND WATER MAINS MAY BE INSTALLED PRIOR TO RETENTION/DETENTION SITE CONSTRUCTION IF DETERMINING IS NOT REQUIRED.

29. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DOWATERING PERMITS THATMAY BE REQUIRED.

30. WHEN CULVERTS ARE INSTALLED TO MAINTAIN THE FLOW OF EXISTING DRAINAGE WAYS WHERE NEWLY PROPOSED ROADS, PARKING LOTS, OR BUILDING CONSTRUCTION COME INTO 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 ACCOMMODATE THE FLOW FROM THE 100 YEAR - 24 HOUR STORM EVENT WITHOUT FLOODING ADJACENT PROPERTY OR SURROUNDINGS THE SAID ROADWAY.

31. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF THE SWMM MODEL PERMIT AND THE NPDES PERMIT AT THE CONSTRUCTION SITE, AND ABIDE BY ALL CONDITIONS OF THE PERMIT.

32. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE FIRE MARSHALL AND PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.

33. SPECIFY MAXIMUM UN-GRASSSED AREA AFTER 30 DAYS GROW IN PERIOD AS 4 SO. FT.

BUILDERS NOTES:

1. OWNER HAS THE OPTION OF INSTALLING A RETAINING WALL ALONG THE REAR LOT LINE INSTEAD OF GRADING AS SHOWN. RETAINING WALL TO BE PERMITTED THROUGH THE CITY'S BUILDING DEPARTMENT. SEE LOT SLOPE DETAIL ON C26.

2. BUILDERS SHALL GRADE THEIR FULL LOT INCLUDING THEIR PORTION OF THE SIDE YARD SWALES CONVEYING 1.5% LONGITUDINAL SLOPE TO THE RIGHT-OF-WAY. THE SWALE GRADING INTO PRE-DEVELOPED LOTS AS NECESSARY.

3. BUILDER SHOULD NOTE CITY FILL AND COMPACTION REQUIREMENTS.

4. BUILDER SHOULD NOTE CITY NOISE AND VIBRATION LIMITS.

5. BUILDER SHOULD COORDINATE WITH SITE DEVELOPER FOR LOCATIONS OF DENSITY TEST REPORTS TAKEN AT 300' INTERVALS. AS NOTED ON SHEET C2 CONSTRUCTION NOTES.

6. PROPERTIES WITH RETAINING WALLS AND APPLYING FOR POOL BUILDING PERMITS WILL REQUIRE SIGNED AND SEALED PLANS FROM A STRUCTURAL ENGINEER.

7. CITY DOES NOT WARRANT THAT UNFINISHED LOTS WILL NOT REQUIRE REMEDIAL DRAINAGE APPEARANCES AFTER PLAT.

ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES:

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

1. ALL RIGHT-OF-WAY OTHER THAN ROADWAY AREAS SHALL BE GRASSED AND MULCHED OR SOODED. ALL SLOPES STEEPER THAN 6:1 SHALL REQUIRE SOODING. THE CITY RESERVES THE RIGHT TO REQUIRE SOODING IN SPECIAL AREAS WHERE EROSION IS A CONCERN.

2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE:

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

3. THE PAVEMENT, BASE, AND SUBBASE THICKNESS PRESENTED ON DETAILS REPRESENTS THE MINIMUM REQUIREMENTS FOR LOCAL AND PUBLIC STREETS AND PRIVATE PARKING LOTS. THE CITY RESERVES THE RIGHT AT ITS DISCRETION TO INCREASE THESE REQUIREMENTS FOR COLLECTOR AND ARTERIAL ROADWAYS AND PRIVATE PARKING LOTS SUBJECT TO HEAVY VEHICULAR COMMERCIAL TRAFFIC.

4. THE DEVELOPER SHALL PROVIDE AT THEIR OWN EXPENSE A CERTIFIED SOILS ENGINEERING LABORATORY TO PERFORM ALL FIELD AND LABORATORY TESTING REQUIRED TO VERIFY THAT THE CONSTRUCTION IS IN COMPLIANCE WITH THE CITY'S MINIMUM STANDARDS. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO ENSURE THAT COPIES OF ALL TEST REPORTS ARE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE PROJECT FINAL INSPECTION IN ORDER TO ALLOW PROJECT ACCEPTANCE BY THE CITY.

5. THE LIMITS OF STABILIZED SUBBASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB.

6. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL, OR OTHER MATERIAL AS APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND A LICENSED SOILS ENGINEER.

7. THE SUBBASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LBER/TON BEARING RATIO (LBR) TO A 6" MINIMUM DEPTH, A COMPACTION OF NO LESS THAN NINETY-EIGHT (98 %) PERCENT DENSITY BASED ON AASHTO T-160 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.

10. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) AND RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTED TO 98% MAXIMUM DENSITY BASED ON AASHTO T-160 MODIFIED PROCTOR TEST.

11. SOIL CEMENT AND RECYCLED CONCRETE MIX DESIGNS SHALL BE SUBMITTED BY A LICENSED SOILS ENGINEER TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE START OF SUBBASE PREPARATION. ALL MIX DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.

12. CEMENT DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR AT THE TIME OF PLACEMENT. IF THE INSPECTOR IS NOT ON SITE THROUGHOUT THE ENTIRE INSTALLATION, ACCUMULATED DELIVERY TICKETS CAN BE PROVIDED TO THE INSPECTOR BY THE CONTRACTOR ON THE FOLLOWING DAY.

13. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUBGRADE TESTING AND SHALL CONSIST OF, AS A MINIMUM, A MOISTURE CONTENT AND COMPACTION TEST.

14. PORTLAND CEMENT CONCRETE, LIMEROCK, RECYCLED CONCRETE, OR FULL DEPTH ASPHALT PAVEMENT MAY BE USED IN PLACE OF SOIL CEMENT BASE. ALL BASE AND ROADWAY DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.

15. SOIL CEMENT BASE MATERIAL CONSTRUCTION SHALL BE CONTINUOUSLY SUPERVISED BY A CITY 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.

16. SOIL CEMENT PAVEMENT BASES WITH THE CURE CLOT APPLIED SHALL BE ALLOWED TO CURE A MINIMUM OF SEVEN (7) DAYS UNDER NO TRAFFIC PRIOR TO PLACING ANY ASPHALT SURFACE. (TEST REPORTS ARE REQUIRED TO BE DELIVERED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO TRAFFIC USAGE).

17. RECYCLED CONCRETE CAN BE USED AS AN ALTERNATIVE BASE MATERIAL PROVIDED THE MATERIAL IS A MINIMUM OF 60% COMBINATION 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, RAILROAD TIES, OR OTHER EXTREMELY HARD AND HEAVY LIMBS, BALL OR POINTS OF RAILROAD TIES, BUT NOT IN QUANTITY AS TO BE DETRIMENTAL TO THE PROPER BONDING, FINISHING, OR STRENGTH OF THE RECYCLED CONCRETE BASE. FOR BASE APPLICATIONS, AT LEAST 90% (BY WEIGHT) OF THE MATERIAL SHALL PASS A "NO. 10" SIEVE, FOR BOTH APPLICATIONS, THE MATERIAL SHALL BE GRADED UNIFORMLY DOWN TO DUST AND A MINIMUM LBR LBER/TON BEARING RATIO. FOR ROADWAYS, AT LEAST 90% (BY WEIGHT) OF THE MATERIAL SHALL PASS A "NO. 10" SIEVE, FOR BOTH APPLICATIONS, THE MATERIAL SHALL BE GRADED UNIFORMLY DOWN TO DUST AND A MINIMUM LBR LBER/TON BEARING RATIO. FOR ROADWAYS, AT LEAST 90% (BY WEIGHT) OF THE MATERIAL SHALL PASS A "NO. 10" SIEVE, FOR BOTH APPLICATIONS, THE MATERIAL SHALL BE GRADED UNIFORMLY DOWN TO DUST AND A MINIMUM LBR LBER/TON BEARING RATIO.

18. RETENTION AREA WATER DEPTHS SHALL BE FOUR FEET(4') MINIMUM TO TWELVE FEET(12') MAXIMUM, MEASURED FROM THE N.W.L. (NORMAL WATER LEVEL).

19. 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 SILT-CLEANING VELOCITY OF 3 FEET PER SECOND USING A MANNING'S "N" OF 0.012. SPACING FOR CLEAN-OUTS AND INLETS FOR SMALLER PIPES SHALL BE REDUCED AND EVALUATED ON A CASE BY CASE BASIS.

20. 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 SHAMPER SLOPES ARE PERMISSIBLE).

21. 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.

22. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.

23. LAKE INFLOW AND OUTLET STRUCTURES SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY. SHIMMERS FOR NET POND SHALL BE CONSTRUCTED SUCH THAT THE BOTTOM EXTENDS 6" BELOW THE NORMAL WATER LEVEL AND 6" ABOVE THE OVERTFLOW. FOR DEEP PONDS, THE SHIMMER BOTTOM SHALL SET 6" BELOW THE LOWEST OVERTFLOW ELEVATION AND 6" ABOVE THE HIGHEST POINT OF OVERTFLOW. ALL SHIMMERS SHALL BE CONSTRUCTED OF MINIMUM 1/4" THICK ALUMINUM OR FIBERGLASS ADEQUATELY SUPPORTED TO PREVENT DEFLECTION.

24. SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.

25. 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.

26. 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.

27. DEVELOPMENT PLANS FOR ALL STORMWATER MANAGEMENT SYSTEMS SHALL CONTAIN: POOL-OF-FAT DATA (OVERTFLOW, BOTTOM ELEVATION, NORMAL WATER LEVELS, MEAN ANNUAL SEASONAL HIGH WATER ELEVATION, TREATMENT VOLUME AND CORRESPONDING ELEVATION, 100 YEAR HIGH WATER LEVELS, AND THE DESIGN TAILWATER ELEVATION (IF APPLICABLE)).

28. IN GENERAL, ALL RETENTION / DETENTION SITES MUST BE CONSTRUCTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR PRIOR TO ANY CONDITIONS DICTATE. SEWER AND WATER MAINS MAY BE INSTALLED PRIOR TO RETENTION/DETENTION SITE CONSTRUCTION IF DETERMINING IS NOT REQUIRED.

29. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DOWATERING PERMITS THATMAY BE REQUIRED.

30. WHEN CULVERTS ARE INSTALLED TO MAINTAIN THE FLOW OF EXISTING DRAINAGE WAYS WHERE NEWLY PROPOSED ROADS, PARKING LOTS, OR BUILDING CONSTRUCTION COME INTO 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 ACCOMMODATE THE FLOW FROM THE 100 YEAR - 24 HOUR STORM EVENT WITHOUT FLOODING ADJACENT PROPERTY OR SURROUNDINGS THE SAID ROADWAY.

31. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF THE SWMM MODEL PERMIT AND THE NPDES PERMIT AT THE CONSTRUCTION SITE, AND ABIDE BY ALL CONDITIONS OF THE PERMIT.

32. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE FIRE MARSHALL AND PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.

33. SPECIFY MAXIMUM UN-GRASSSED AREA AFTER 30 DAYS GROW IN PERIOD AS 4 SO. FT.

ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES (CONT'D):

37. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR TRAFFIC CONTROL DEVICES TO THE CITY FOR INSTALLATION. STREET SIGNS AND STOP SIGNS SHALL BE PLACED AT ALL INTERSECTIONS, INCLUDING BUT NOT LIMITED TO PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS, AND STATE HIGHWAYS WITHIN THE CITY LIMITS.

38. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY.

39. FOUR FOOT (4') WIDE SIDEWALKS SHALL BE PROVIDED ON BOTH SIDES OF ALL RESIDENTIAL STREETS. (SEE DETAIL, INDEXES M-2 AND M-3)

40. BIKE PATHS SHALL BE CONSTRUCTED EIGHT FEET (8') IN WIDTH ALONG ARTERIAL HIGHWAYS AS DIRECTED BY THE CITY. (SEE DETAIL, INDEXES M-2 AND M-3)

41. STANDARD TURNING RADI FOR INTERSECTIONS:

RESIDENTIAL STREETS WITH STATE & COUNTY ROADWAYS	35-50 FT.
INTERSECTIONS WITHIN SUBDIVISIONS	35 FT.
ENTRANCES TO COMMERCIAL SITES OFF OF CITY STREETS	35 FT.
INTERSECTIONS WITHIN SUBDIVISIONS	35 FT.

THE CITY ENGINEER (F.D.O.T.) DETERMINE THAT LARGER RADI ARE WARRANTED WITHIN THEIR RIGHT-OF-WAY, THE LARGER RADI SHALL PREVAIL.

42. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FOOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

43. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS (INCLUDING WATER MAINS, SANITARY SEWER MAINS, RECLAIMED WATER MAINS, STORM WATER PIPES AND INLETS, ROADWAYS, AND PARKING FACILITIES) SHALL BE CERTIFIED WITH THE STATE OF FLORIDA BOARD OF PROFESSIONAL REGULATIONS (BPR) FOR THE TYPE OF WORK THAT THEY PERFORM.

44. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION WORK OF LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS SHALL BE LICENSED BY THE STATE OF FLORIDA AND REGISTERED WITH THE CITY OF PORT ORANGE. THE LICENSE AND REGISTRATION SHALL PERTAIN DIRECTLY TO THE TYPE OF WORK BEING PERFORMED.

45. EXCEPT AS PROVIDED IN THE LAND DEVELOPMENT CODE, ALL ELECTRIC, TELEPHONE, TELEVISION LINES AND SIMILAR UTILITIES ARE REQUIRED TO BE INSTALLED UNDERGROUND AT THE EXPENSE OF THE OWNER, DEVELOPER, AND/OR CONTRACTOR.

46. UTILITY DEPTH:

A. HIGH VOLTAGE UTILITIES SUCH AS POWER (FEEDER, SERVICE, AND DROPS) SHALL BE BURIED A MINIMUM OF 30 INCHES IN DEPTH.	
B. LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 18 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 12 INCHES IN DEPTH.	
C. IN NO INSTANCE SHALL THE DEPTH OF COVER BE LESS THAN 30" FROM FINISHED GRADE TO THE TOP OF PIPE FOR POTABLE WATER MAINS, SANITARY SEWER MAINS, AND RECLAIMED WATER MAINS. FOR PERMANENTLY EXPOSED UTILITIES, THE DEPTH OF COVER SHALL BE NOTED ON THE DRAWING. THESE UTILITIES DURING THE CONSTRUCTION PROCESS, DUCTILE IRON PIPE/STEEL CLASS 350 OR CONCRETE ENHANCEMENT MAY BE USED AS APPROVED BY THE CITY PUBLIC UTILITIES DEPARTMENT.	

47. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF UNDERGROUND AND OVERHEAD PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.

REQUIREMENTS FOR AS-BUILT DRAWINGS:

IN ORDER TO ENSURE THAT NEW SUBDIVISIONS AND SITE PLANS ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS, THE FOLLOWING INFORMATION IS REQUIRED ON ALL SUBDIVISION AS-BUILT DRAWINGS.

1. INDIVIDUAL PLAN AND PROFILE SHEETS FOR ALL ROADS AND SANITARY SEWER LINES, SHOWING MANHOLES, INLETS, AND PUBLIC UTILITIES, SHALL BE PROVIDED TO THE CITY AND TO THE CITY ENGINEER. ALL BURIED UTILITIES THAT CROSS SEWER LINES, AND ANY THAT PARALLEL, AND ARE WITHIN TEN FEET OF SANITARY SEWER LINES, PLAN VIEWS SHALL BE DRAWN AT A SCALE OF ONE (1) INCH EQUAL TO FORTY (40) FEET. ALL UTILITIES SHALL BE SHOWN AT THEIR ACTUAL DEPTHS. ALL UTILITIES SHALL BE SHOWN AT THEIR ACTUAL DEPTHS. ALL UTILITIES SHALL BE SHOWN AT THEIR ACTUAL DEPTHS. ALL UTILITIES SHALL BE SHOWN AT THEIR ACTUAL DEPTHS.

2. PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. (FOR SUBDIVISIONS) AND AS APPROPRIATE TO CONFORM PAVING LIMITS (ON SITE PLANS).

3. ALL RADI AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION IS TO BE CLEARLY INDICATED ON THE AS-BUILT.

4. ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES, 100' INTERVALS LONG ROADWAY, AND OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED ON THE CENTERLINE PROFILE OF ALL STREETS. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.

5. STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND / OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE.

6. STORM DRAINAGE PIPE INVERT AND INLET ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.

7. STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND / OR VERIFIED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.

8. ALL APPLICABLE TOPOGRAPHIC INFORMATION PERTINENT TO THE ON-SITE DRAINAGE SYSTEM, SUCH AS ELEVATIONS, SLOPES, LAKES, CREEKS, ETC., THAT ARE DEEMED NECESSARY TO THE CITY TO PLAN AND FUNCTIONAL PERFORMANCE OF THE STORMWATER SYSTEM, SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100 FEET AT THE TOP OF BANK AND TOE OF SLOPE WILL BE REQUIRED.

9. RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONED. THE SIZE AND LOCATION OF ALL RETENTION AREAS, MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK WITH SLOPE SLOPES INDICATED. CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.

10. ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERTFLOW WEIR STRUCTURES AND SHIMMERS SHALL BE NOTED ON THE AS-BUILT.

11. STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE AND TOP OF BANK SHALL BE RECORDED EVERY 100 FEET. SLOPE SLOPES SHALL ALSO BE INDICATED.

12. SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL INVERT ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.

13. FOR SUBDIVISIONS, PROPOSED DESIGN FINISHED FLOOR ELEVATIONS SHALL APPEAR ON ALL SUBDIVISION LOTS ON THE APPROVED PLAN AND PROFILE SHEET AS WELL AS LOCAL WATER DRAINAGE PLAN. SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.

14. SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN-OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TOWARDS UPSTREAM MANHOLES.

15. LIFT STATIONS AND FORCE MAINS SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. FORCE MAIN DEPTH AND LOCATION INCLUDING VALVES WILL BE PROVIDED AND TIED TO PERMANENT ABOVE GRADE FEATURES. DIMENSIONAL AND ELEVATION INFORMATION NOTED ON THE APPROVED PLAN SHALL BE VERIFIED AND RECORDED. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION. BURIED ELECTRICAL SERVICE LINE SHALL BE CLEARLY DIMENSIONED, LOCATED, AND LABELED.

16. CURB CUTS OR METAL TAPS USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.

17. POTABLE AND RECLAIMED WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BACK OF CURB, OR EDGE OF PAVEMENT, AT A MINIMUM OF 18 INCHES. WATER MAIN LINE MATERIAL, SIZE, AND LOCATION SHALL ALSO BE NOTED. LOCATIONS OF VALVES, TEES AND CROSSES SHALL BE TIED TO (3) THREE PERMANENT ABOVE GRADE FEATURES. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.

18. POTABLE AND RECLAIMED WATER VALVES, TEES, BENDS, ALL SERVICES, AND FIRE HYDRANTS SHALL BE LOCATED BY TYPING THEM TO SANITARY SEWER MANHOLES. SIMILARLY, FORCE MAIN VALVES, TEES, AND CROSSES SHALL BE LOCATED IN THE SAME MANNER. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES.

19. FOR PERPENDICULAR CROSSINGS



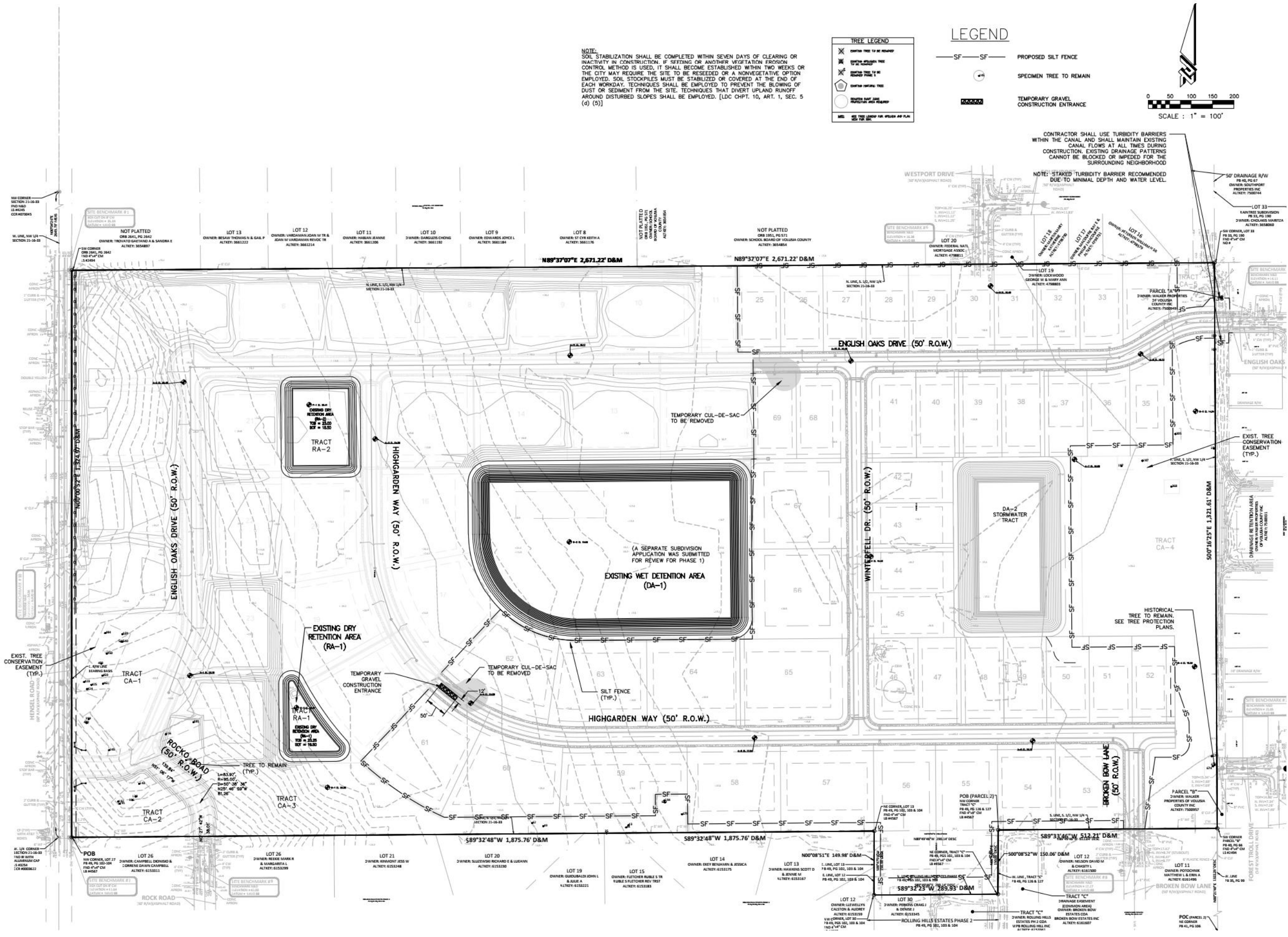
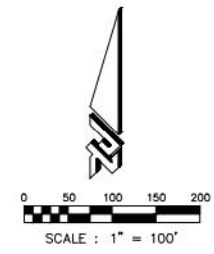
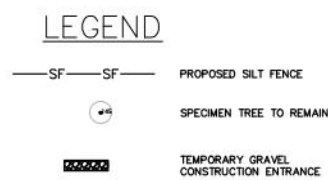
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LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

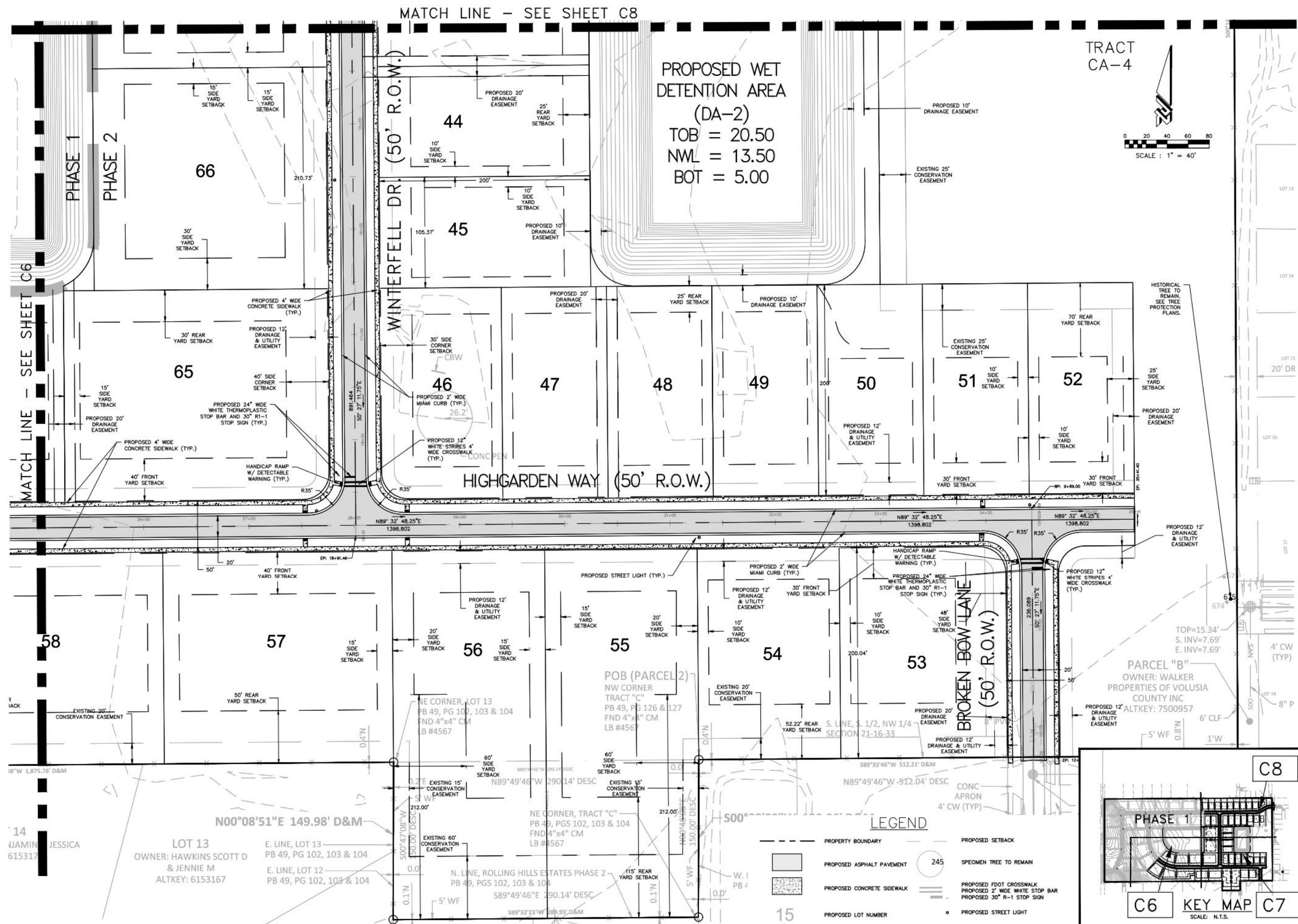
KING'S LANDING PHASE 2 FINAL ENGINEERING PLANS EROSION CONTROL PLAN

PROJECT NO: ZC 15082
ISSUE DATE: 5-16-17
DESIGNED BY: RMH/MLR
DRAFTED BY: TKR
CHECKED BY: RMH

DRAWING FILE: 15082X-ECP.DWG
XREFS: 15082X-BAS.DWG
XREFS: 15082X-SURV.DWG

NOTE:
SOIL STABILIZATION SHALL BE COMPLETED WITHIN SEVEN DAYS OF CLEARING OR INACTIVITY IN CONSTRUCTION. IF SEEDING OR ANOTHER VEGETATION EROSION CONTROL METHOD IS USED, IT SHALL BECOME ESTABLISHED WITHIN TWO WEEKS OR THE CITY MAY REQUIRE THE SITE TO BE RESEEDING OR A NONVEGETATIVE OPTION EMPLOYED. SOIL STOCKPILES MUST BE STABILIZED OR COVERED AT THE END OF EACH WORKDAY. TECHNIQUES SHALL BE EMPLOYED TO PREVENT THE BLOWING OF DUST OR SEDIMENT FROM THE SITE. TECHNIQUES THAT DIVERT UPLAND RUNOFF AROUND DISTURBED SLOPES SHALL BE EMPLOYED. [LDC CHPT. 10, ART. 1, SEC. 5 (4) (5)]





CIVIL ENGINEERING
DSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

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**KING'S LANDING
PHASE 2
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE & SRTPING PLAN**

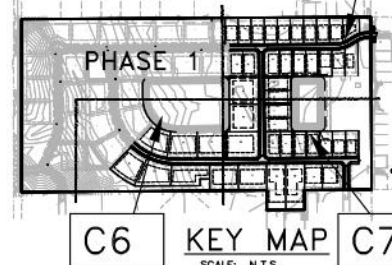
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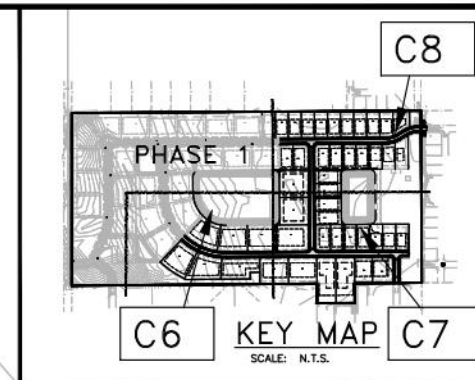
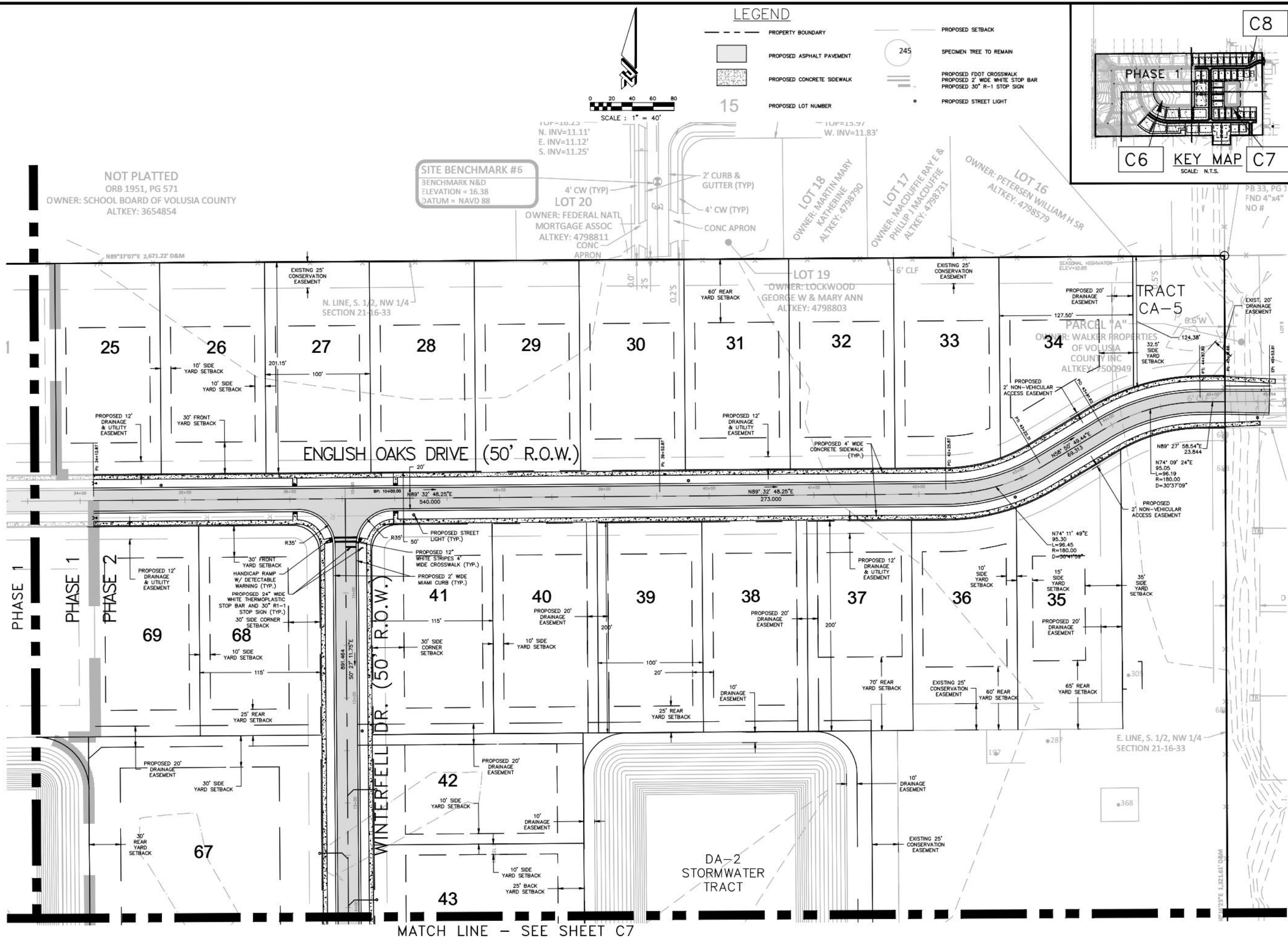
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RANDY M. HUDAK, P.E. NO. 69593

SCALE: 1"=40'

SHEET: C7 OF 28





CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

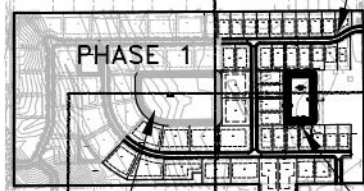
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**KING'S LANDING
PHASE 2
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE & STRIPING PLAN**

PROJECT NO: ZC 15082
ISSUE DATE: 5-16-17
DESIGNED BY: RMH/MLR
DRAFTED BY: TKR
CHECKED BY: RMH
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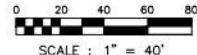
RANDY M. HUSTAK, P.E. NO. 65053



C9 KEY MAP C10

NOTE:

- 1) OWNER HAS THE OPTION OF INSTALLING A RETAINING WALL ALONG THE REAR LOT LINE INSTEAD OF GRADING AS SHOWN. RETAINING WALL TO BE PERMITTED THROUGH THE CITY'S BUILDING DEPARTMENT. SEE LOT SLOPE DETAIL ON C26
- 2) SEE SHT. C24 FOR CROSS SECTIONS.



SCALE : 1" = 40'

LEGEND

- | | | | |
|---|------------------------------|---|----------------------------|
|  | PROPOSED ASPHALT PAVEMENT |  | PROPOSED TYPE 2 INLET |
|  | PROPOSED CONCRETE SIDEWALK |  | PROPOSED GRADE ELEVATION |
|  | PROPOSED TYPE C INLET & PIPE |  | DIRECTION OF OVERLAND FLOW |
|  | PROPOSED JUNCTION BOX |  | EXISTING CONTOUR |
|  | PROPOSED MFS |  | FINISH FLOOR ELEVATION |
| | |  | LOT GRADING TYPE |

TRACT
S-2
EXISTING WET DETENTION AREA
(DA-1)
TOB = EL. 20.00
NWL = EL. 18.15
BOT = EL. 5.00

PHASE 1

PHASE 2

HIGHGARDEN WAY (50' R.O.W.)

MATCH LINE - SEE SHEET C10

KING'S LANDING PHASE 2

FINAL ENGINEERING PLANS

CITY OF PORT ORANGE
VOLUSIA COUNTY, FL

PROJECT NO: ZC 15082
ISSUE DATE: 5-16-17
DESIGNED BY: RMH/VMLR
DRAFTED BY: MLR
CHECKED BY: RMH
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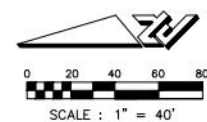
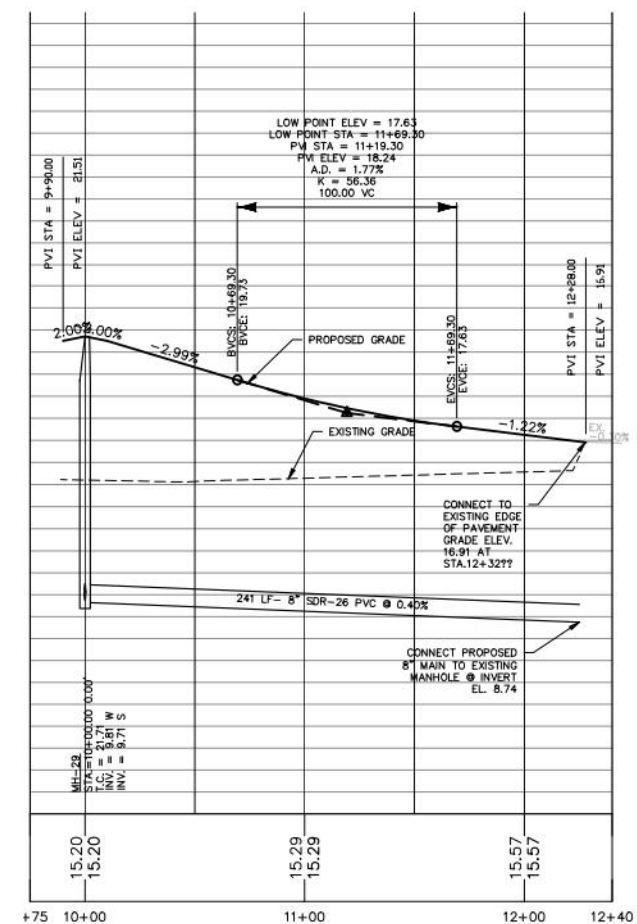
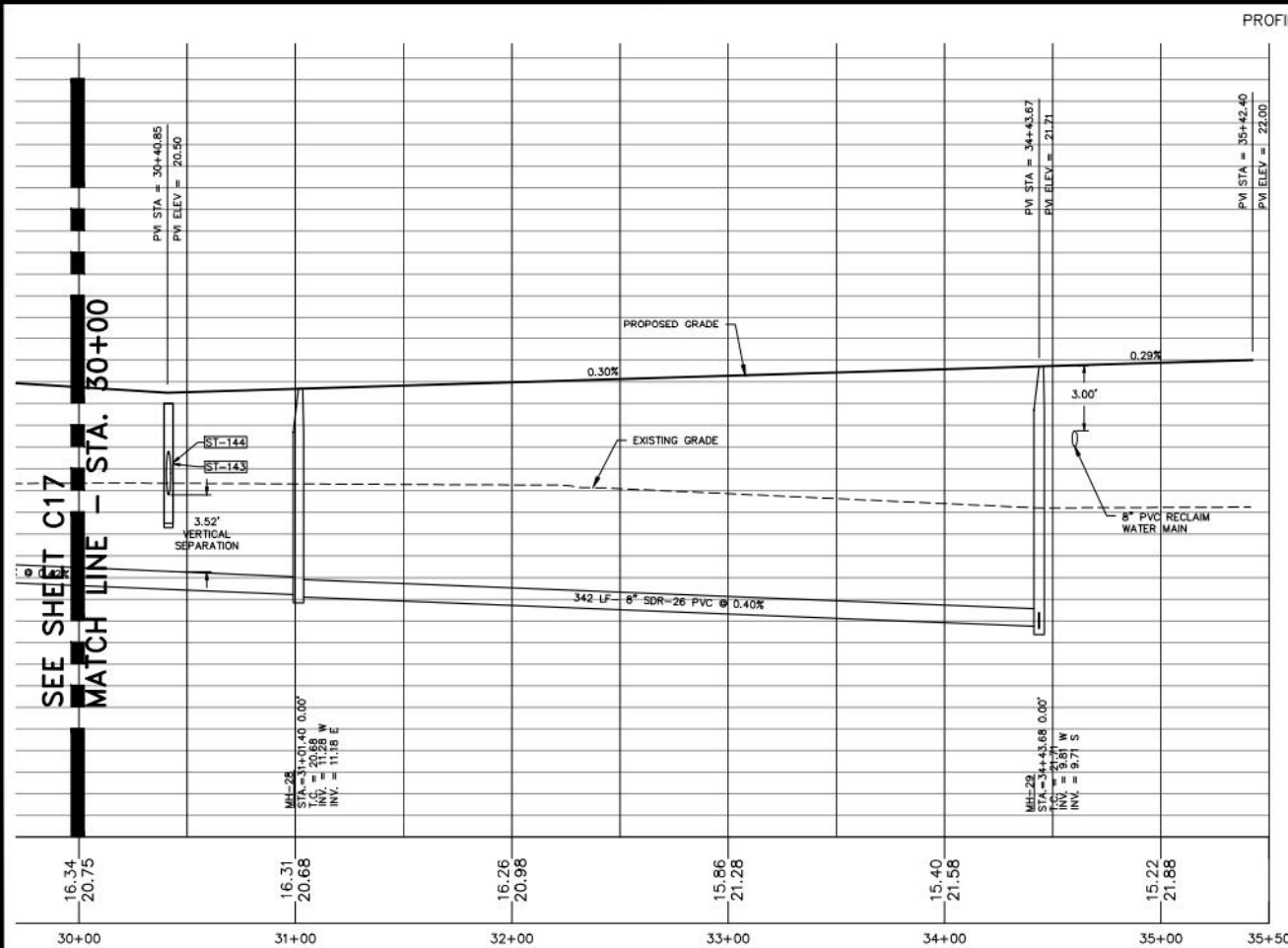
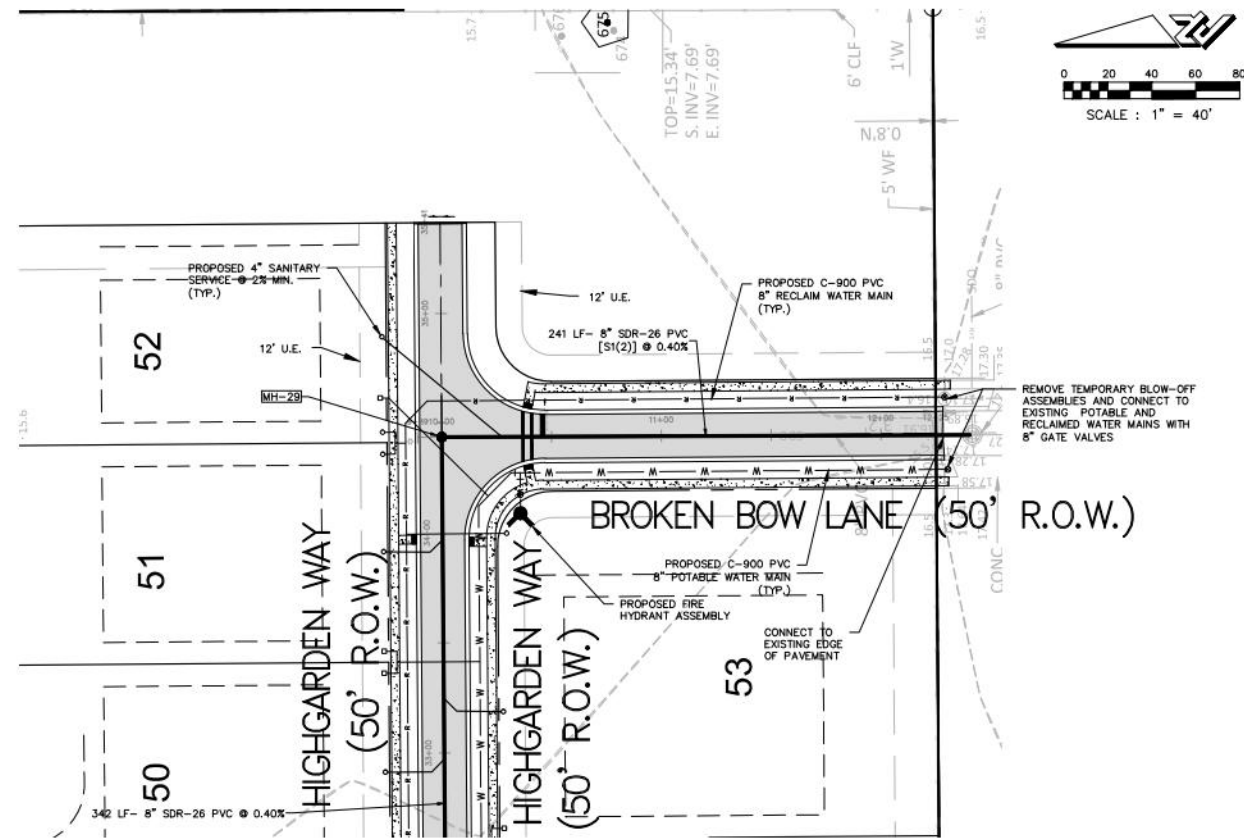
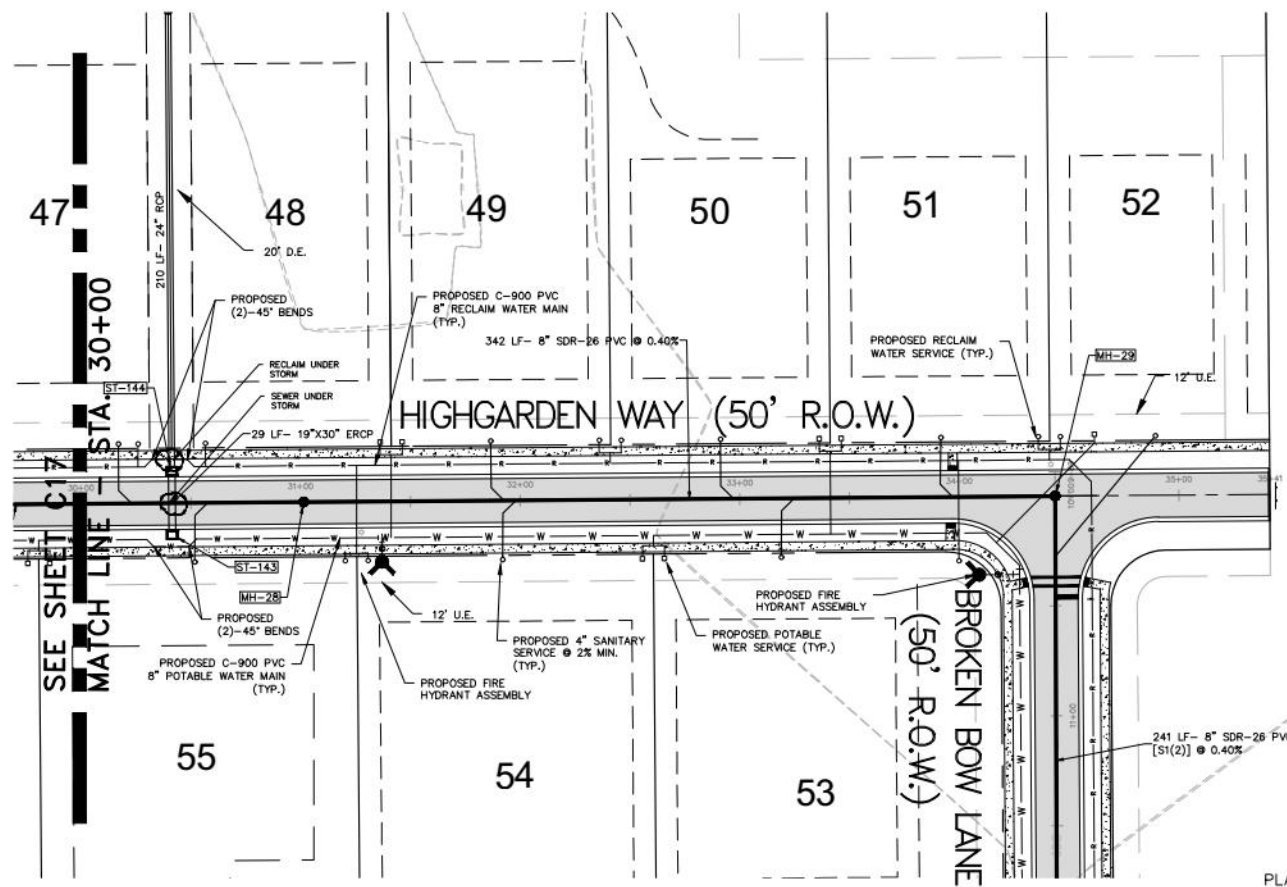
NOT VALID WITHOUT SEAL
RANDY M. HUDAK, P.E. NO. 65053

SHEET: C9 OF 28



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

[illegible]



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

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**KING'S LANDING
PHASE 2
FINAL ENGINEERING PLANS
SEWER PLAN & PROFILE**

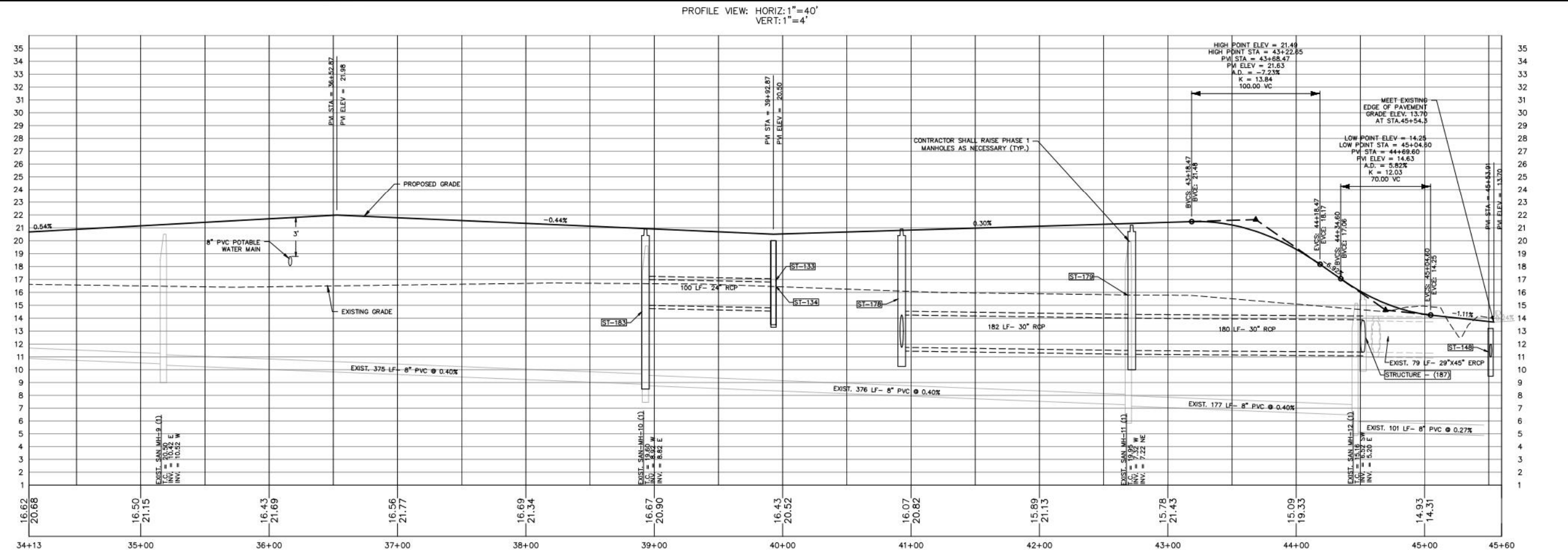
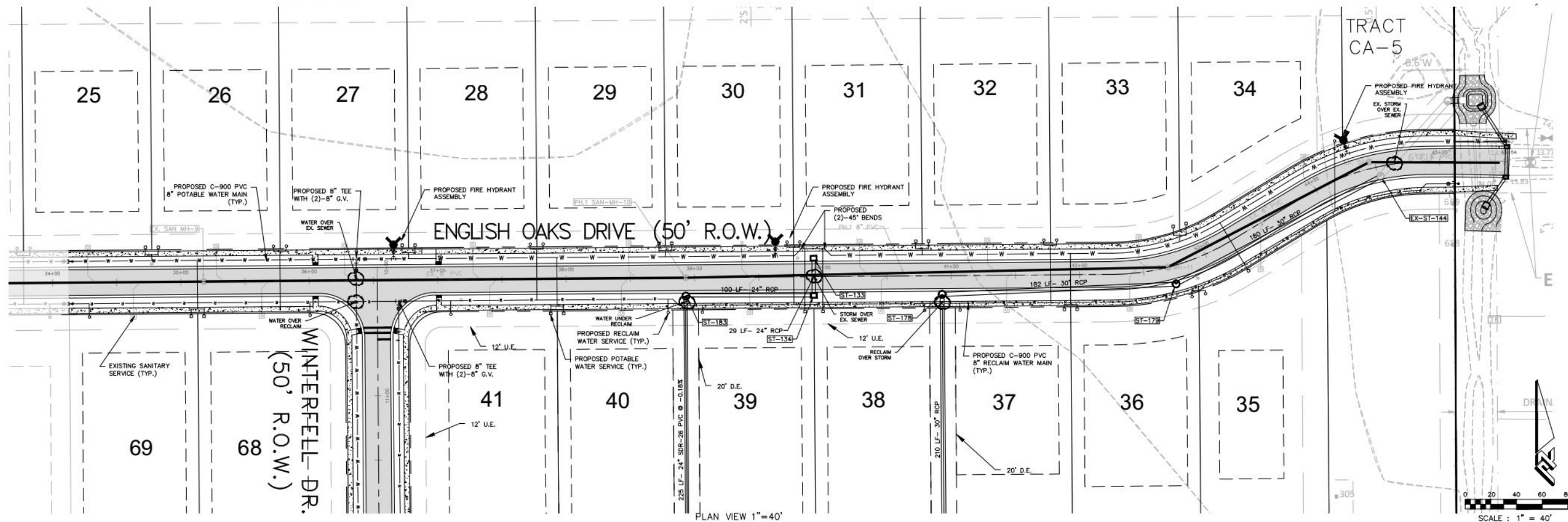
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RANDY M. HUDAK, P.E. NO. 45053

SCALE: 1"=40'

SHEET: C17 OF 28



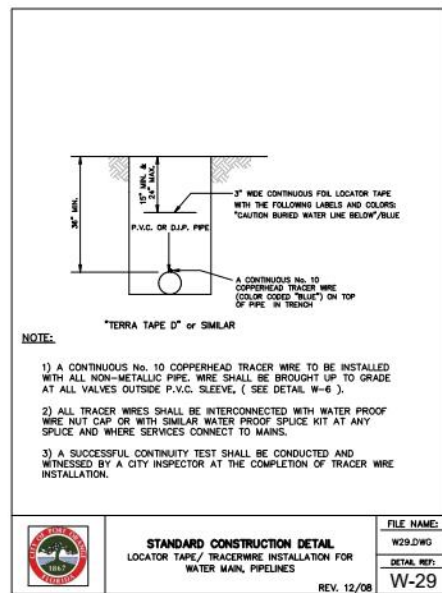
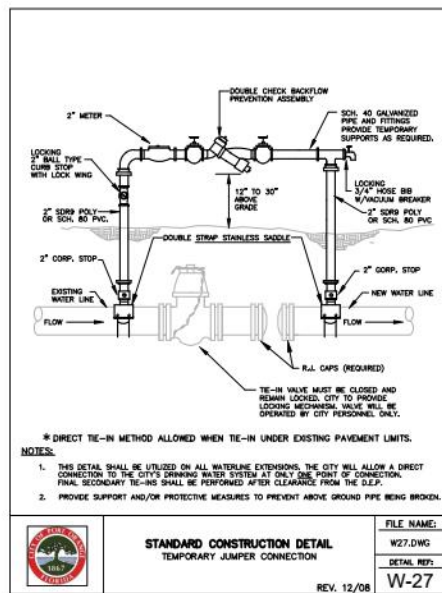
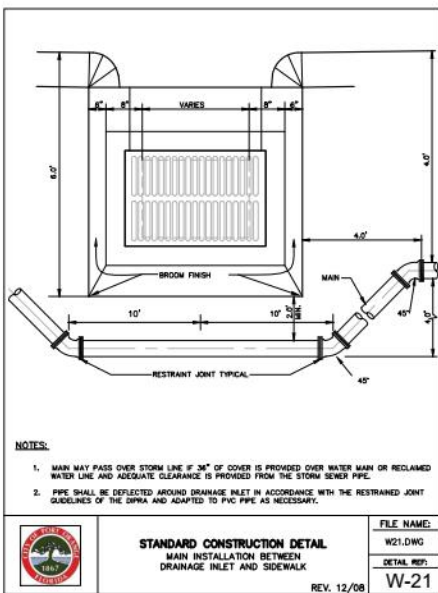
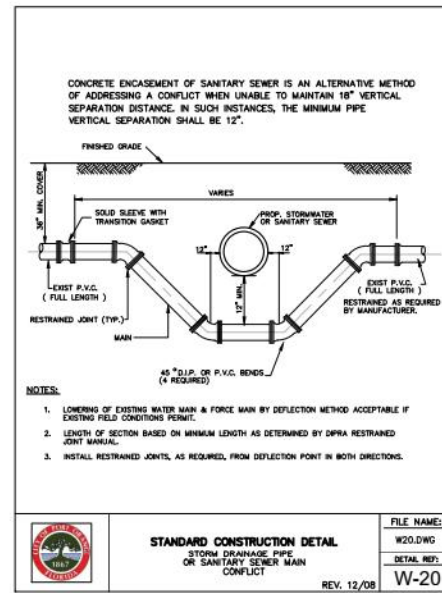
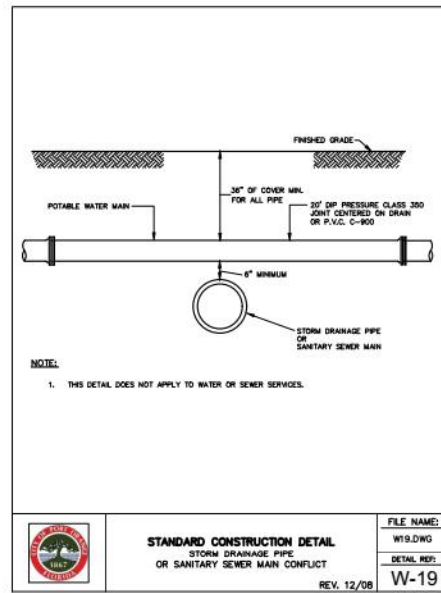
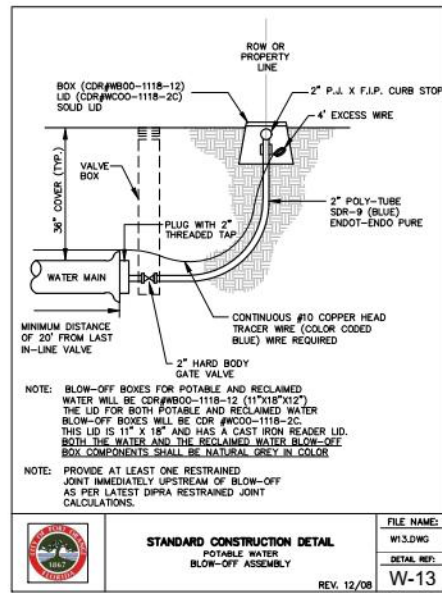
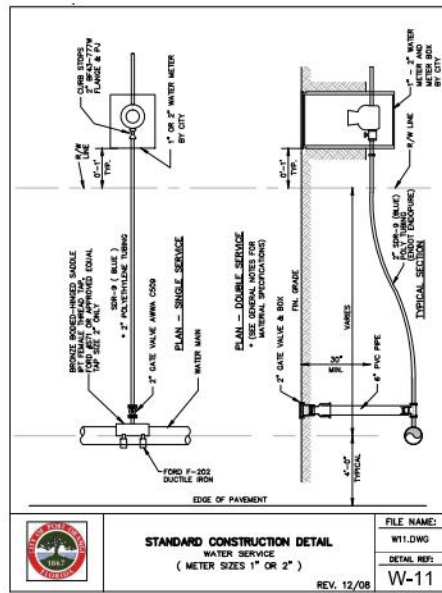
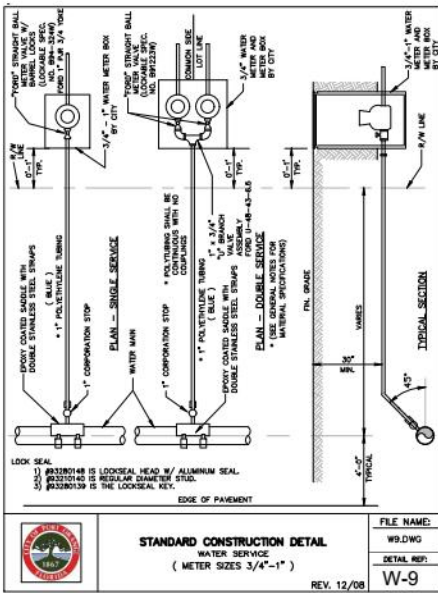
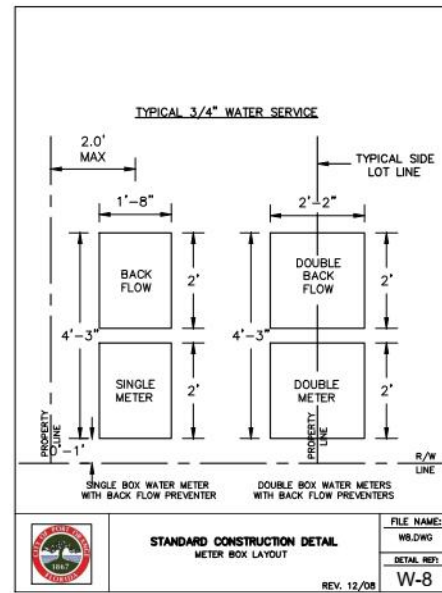
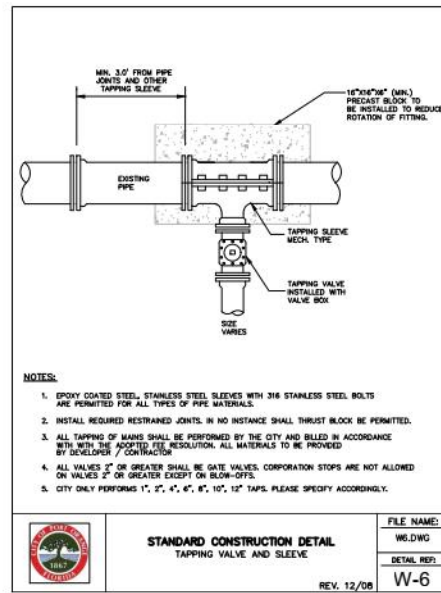
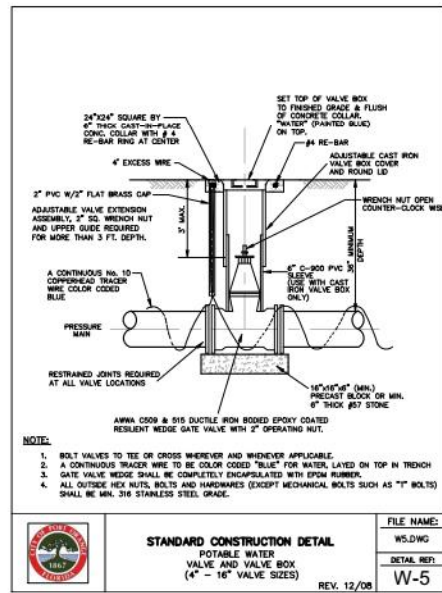
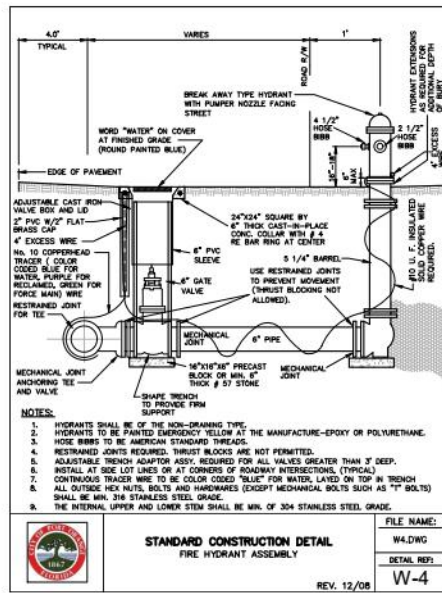


ZEV COHEN & ASSOCIATES, INC.
300 INDEPENDENCE BLVD., SUITE 200
PORT ORANGE, FL 32127
WWW.ZEVCOHEN.COM

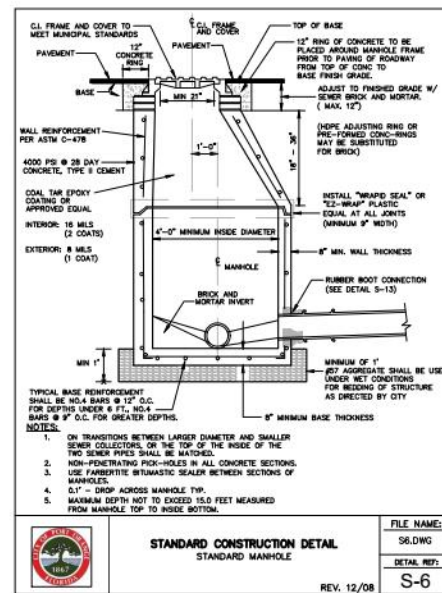
CIVIL ENGINEERING LANDSCAPE ARCHITECTURE ENVIRONMENTAL PLANNING TRANSPORTATION	KING'S LANDING PHASE 2 FINAL ENGINEERING PLANS SEWER PLAN & PROFILE
PROJECT NO: ZC 15082 ISSUE DATE: 5-16-17 DESIGNED BY: RMH/MJR DRAFTED BY: TKR CHECKED BY: RMH DRAWING FILE: 15082X-PLPR.DWG XREF: 15082X-BAS.DWG XREF: 15082X-SURV.DWG	
NOT VALID WITHOUT SEAL RANDY M. HUDAK, P.E. NO. 68053	
SCALE: 1"=40' SHEET: C19 OF 28	

VOLUSIA COUNTY, FL
CITY OF PORT ORANGE

City of Port Orange Public Utilities Department List of Approved Products		12/08
Potable Water		
<i>Fire Hydrant (5 K" Barrel)</i>		
MANUFACTURER	MODEL #	
Mueller	A423 Super Canturion 250	
American AVX Co.	Series 92780	
American Darling	5.1" B-84-85	
Crow	Modelation # F-2545 55	
<i>Air Release Valves</i>		
MANUFACTURER	MODEL #	
Val-Matic	Series 38	
<i>Gate Valves and Tapping Valves - Resilient Seated (AWWA C509 and CS15) 24" or Smaller (Valve handle to be complete enclosed with EPDM rubber)</i>		
MANUFACTURER	MODEL #	
American AVX Co.	Series 3, 18, 25, 45, 55, & 66	
Crow	Model 2638 and 2639	
Mueller	A-2360, A-2361, T-2360 & T-2361	
American Flow Control	Series 2500	
STANDARD CONSTRUCTION DETAIL POTABLE WATER APPROVED PRODUCTS		FILE NAME: W3.DWG DETAIL REF: W-3



City of Port Orange Public Utilities Department List of Approved Products		12/08
Sanitary Sewer & Force Main		
<i>Air Release Valves</i>		
MANUFACTURER	MODEL #	
A.R.I.	D-02SP (Plastic)	
<i>Gate Valves and Tapping Valves - Resilient Seated (AWWA C509 and CS15) 24" or Smaller</i>		
MANUFACTURER	MODEL #	
American AVE Co.	Series 3, 14, 25, 45, 55, & 66	
Clow	Model 2638 and 2639	
Muehler	A-2360, A-2361, T-2360 & T-2361	
American Flow Control	Series 2500	
<i>Joints Restrained - PVC Only</i>		
MANUFACTURER	MODEL #	
EBBA Iron Inc	Series 1500/1600 2000/2500/2800	
Star Pipe	Stargrip Series 1000/1100/1200/4000	
Sigma	One-Lock S.C. PV-Link for PVC	
Smith-Blair	Cam-Lock (111 & 120) & Bell-Lock (115 & 165)	
	STANDARD CONSTRUCTION DETAIL SANITARY SEWER & FORCE MAIN APPROVED PRODUCTS	
	SEE NAME SS.DOC DETAIL REF: S-5	

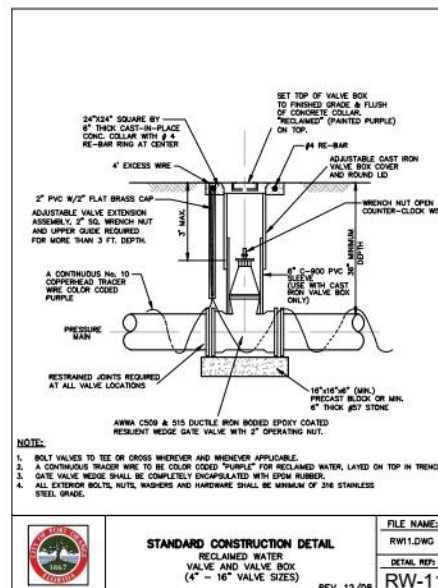
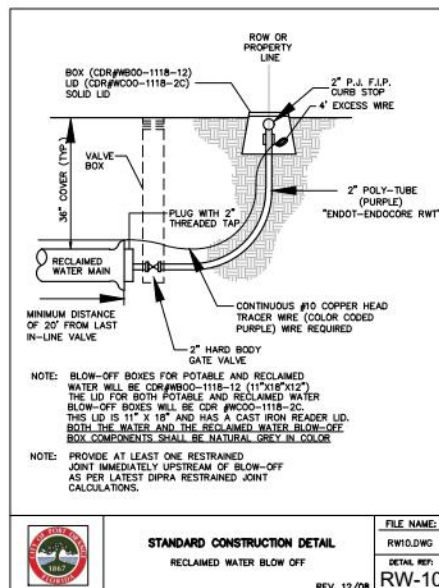
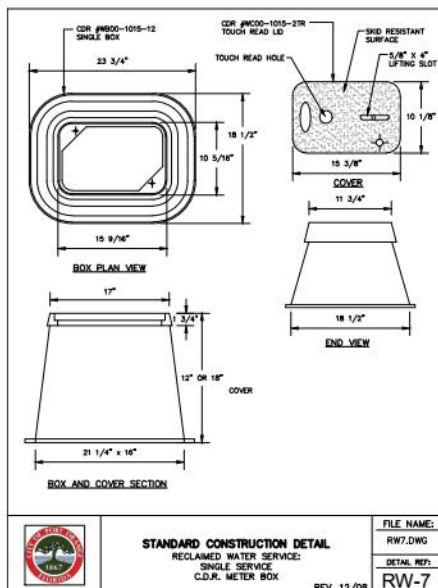
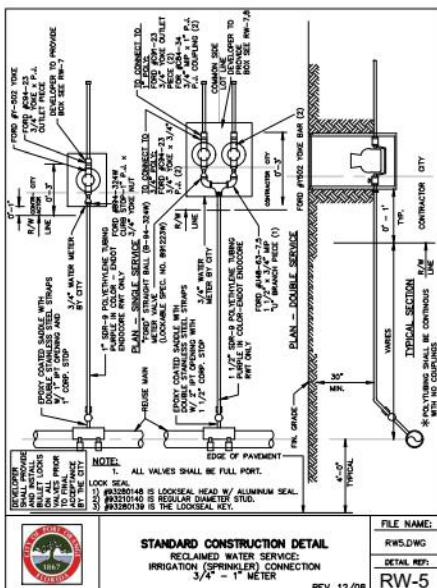
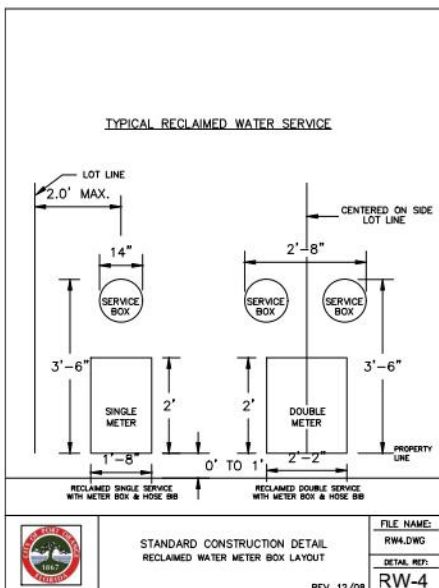
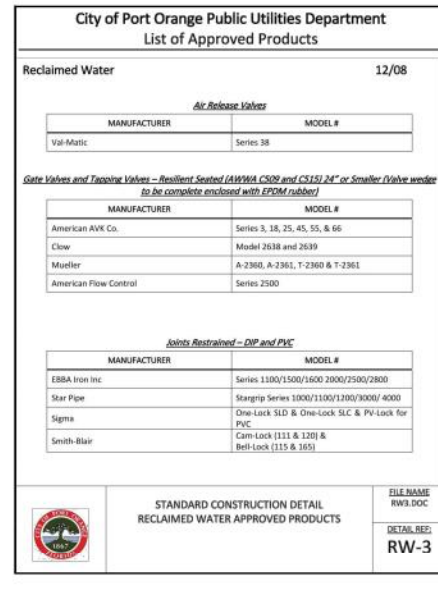
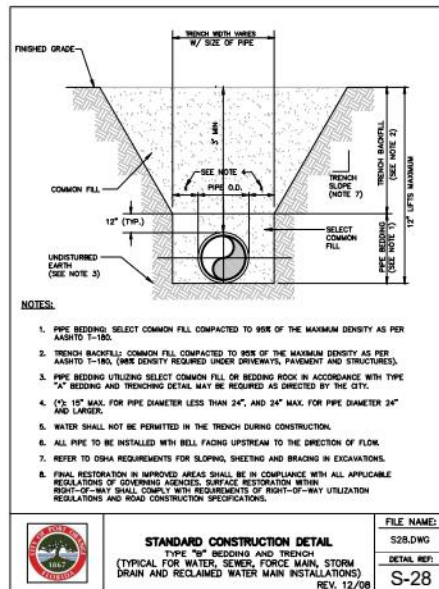
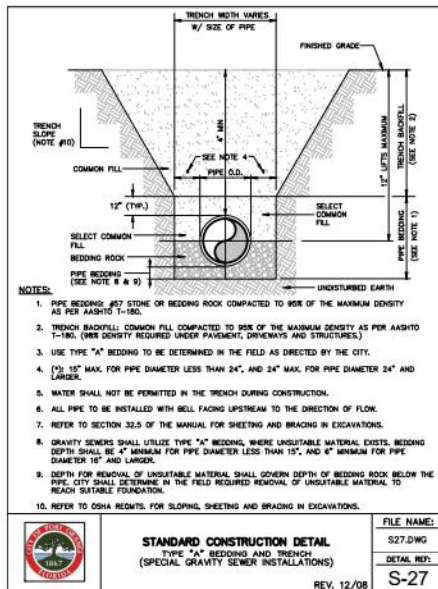
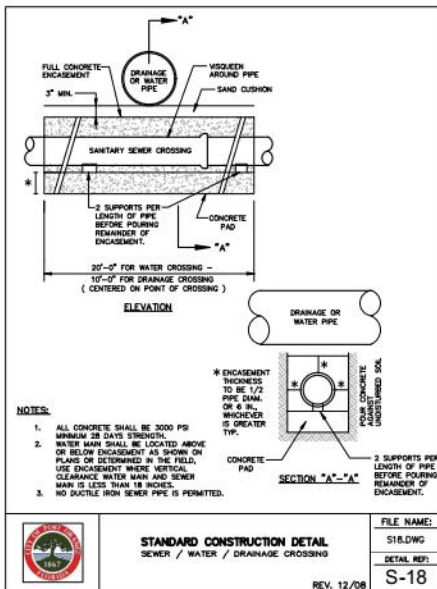
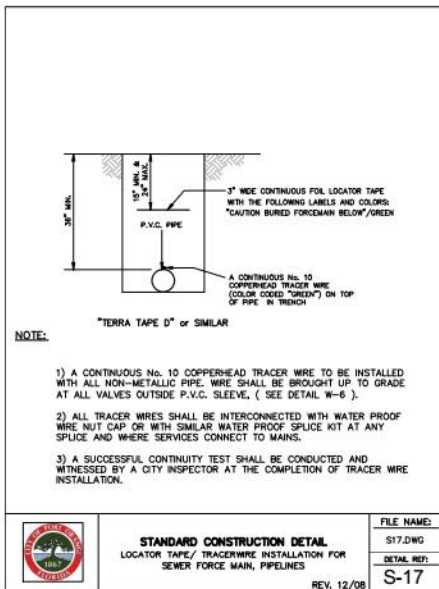
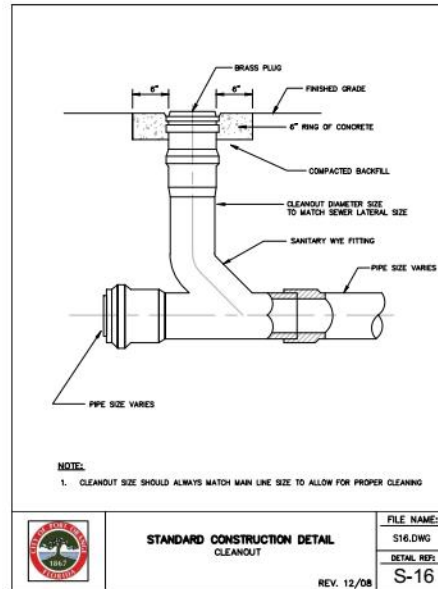
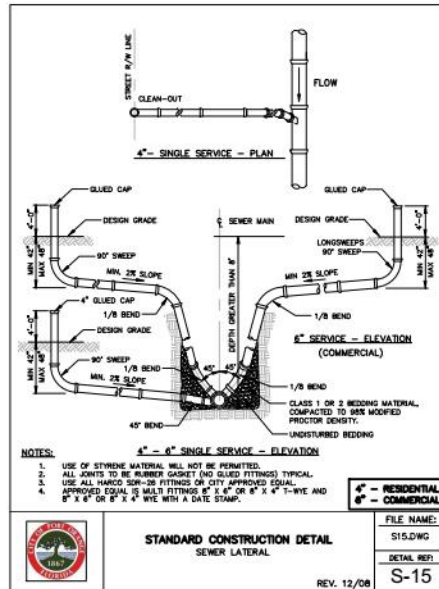
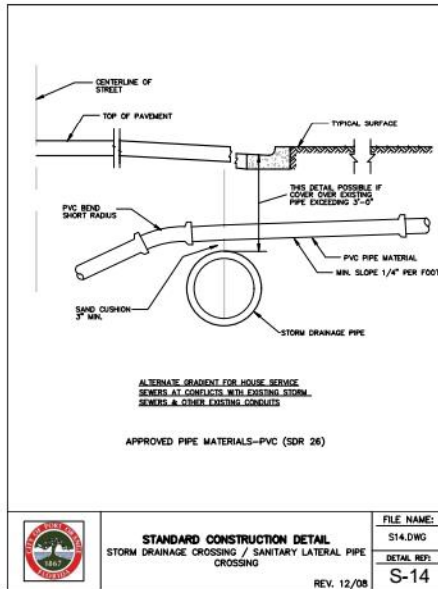
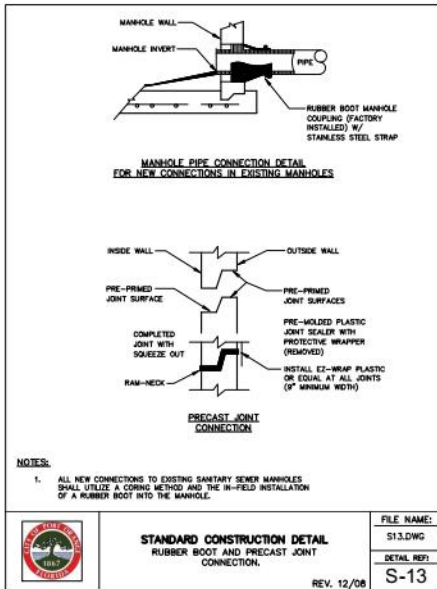
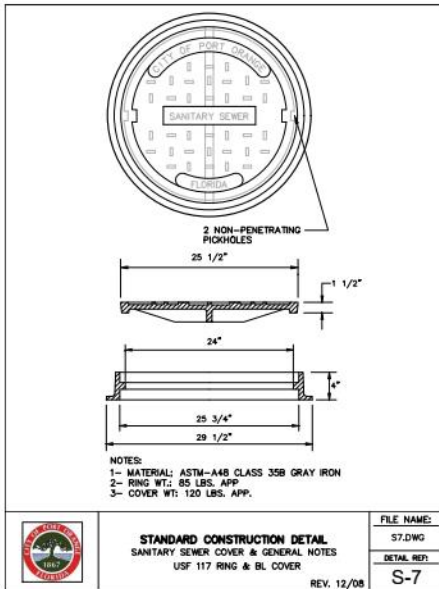


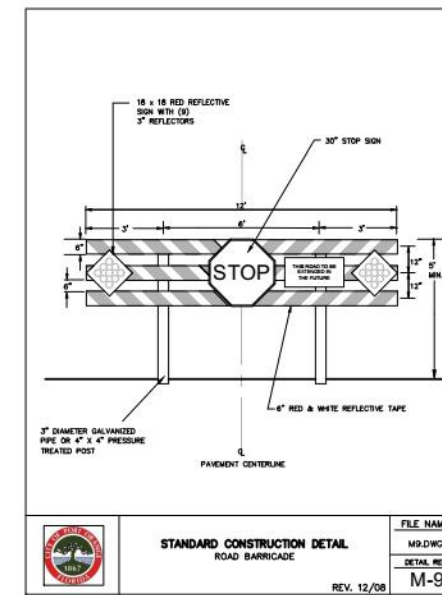
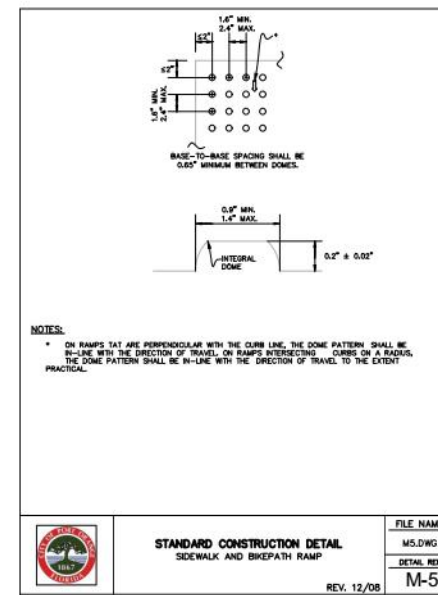
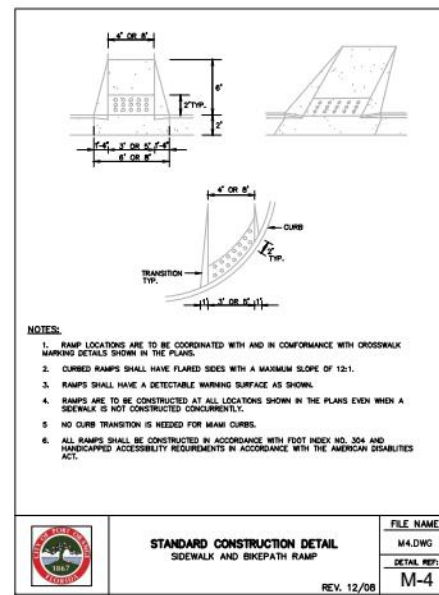
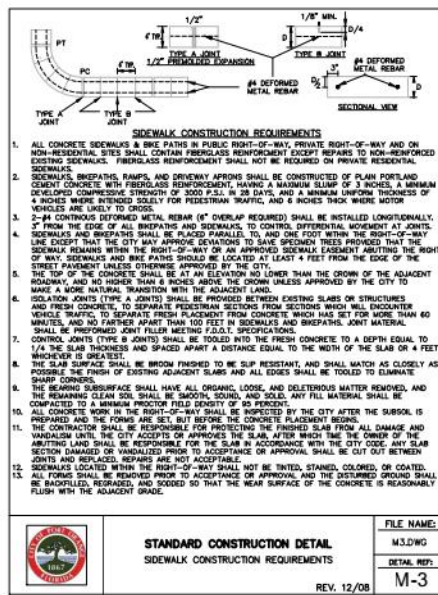
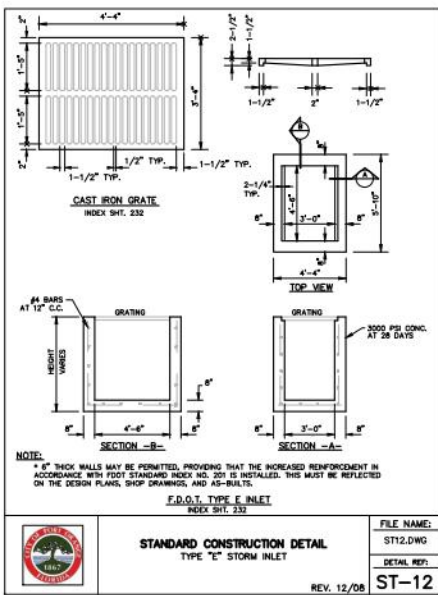
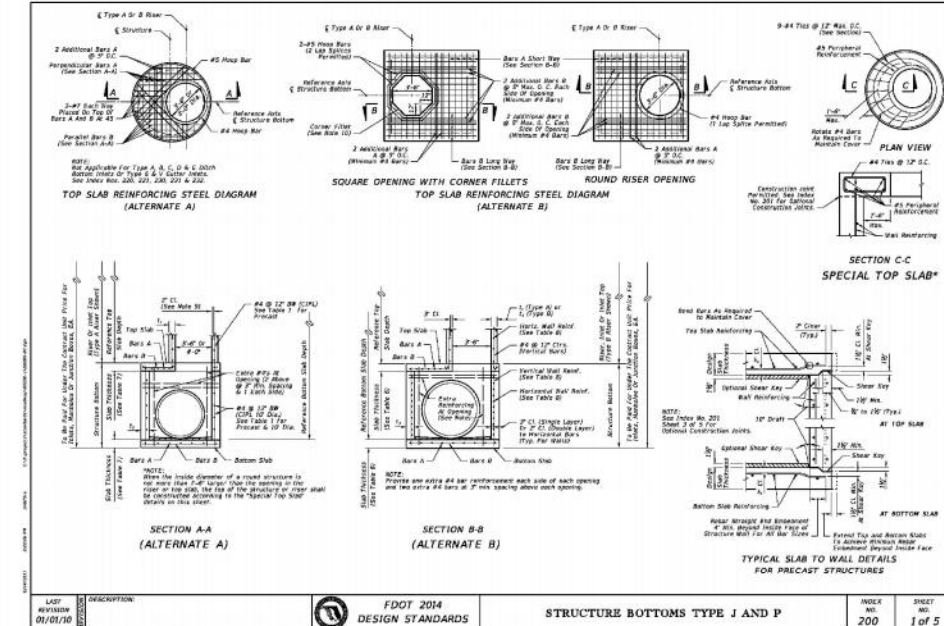
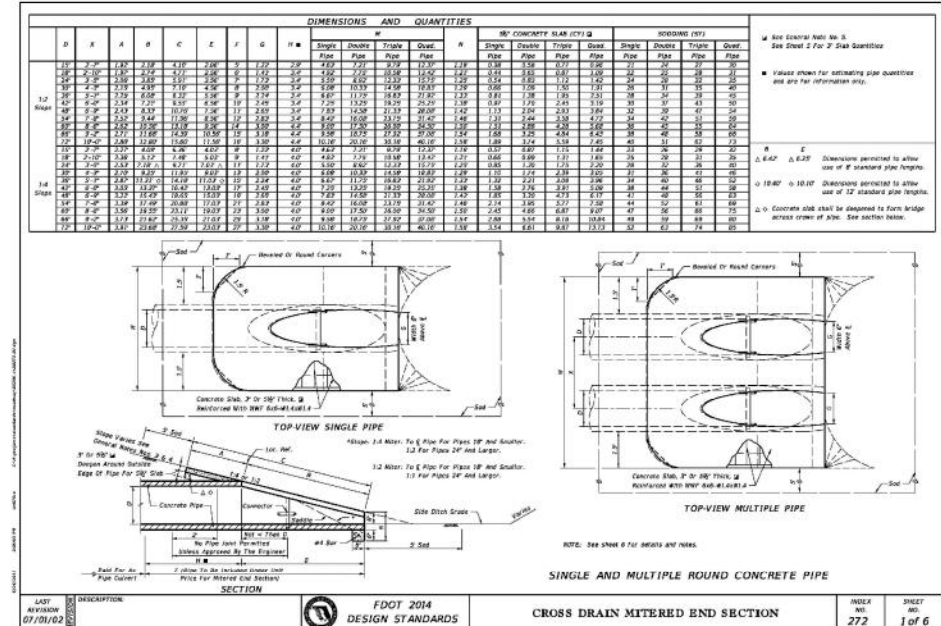
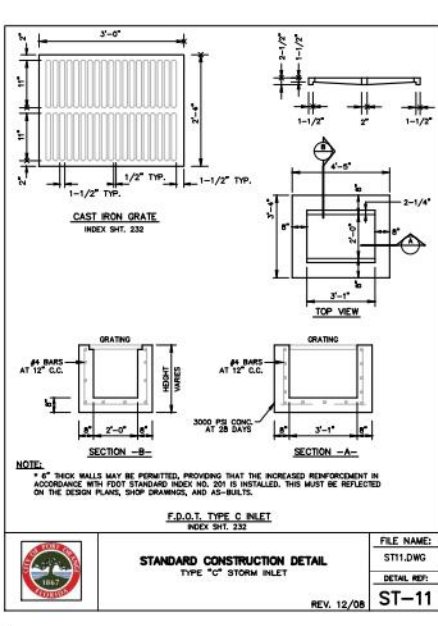
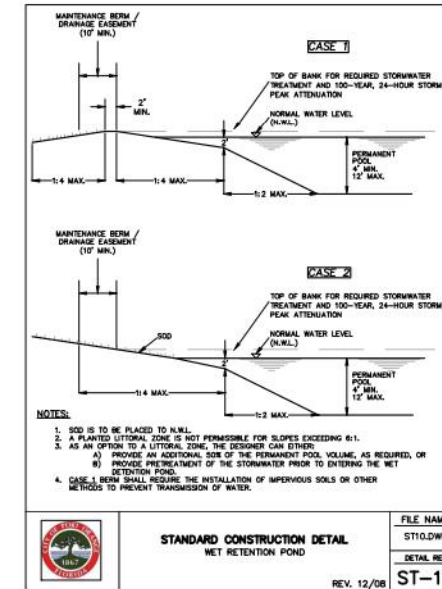
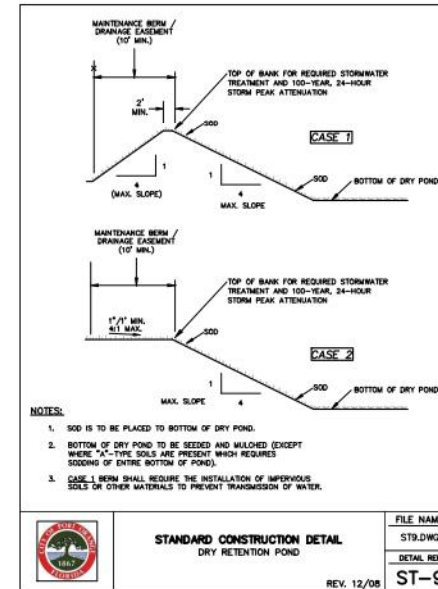
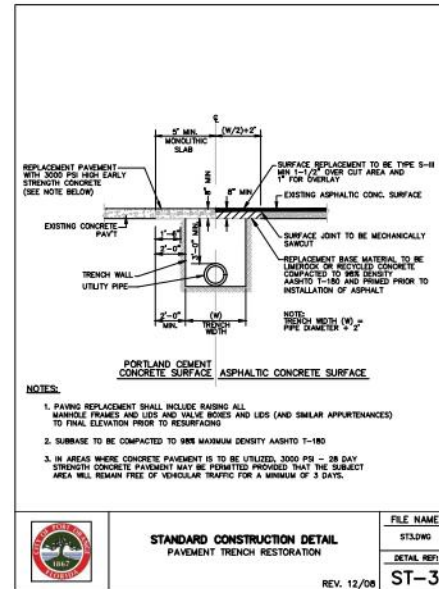
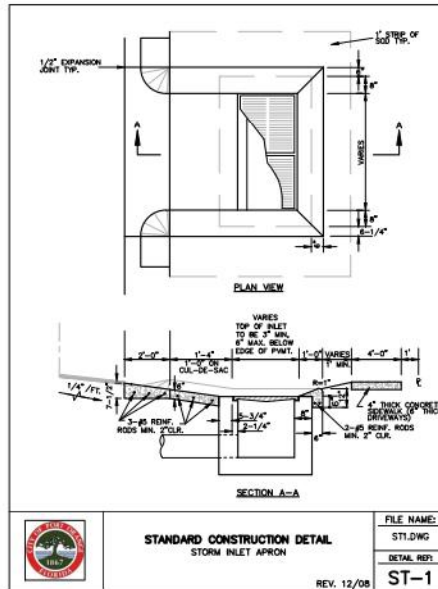
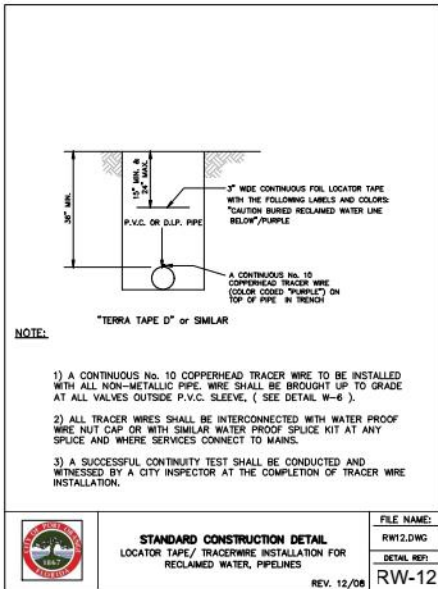
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 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL PLANNING
 TRANSPORTATION

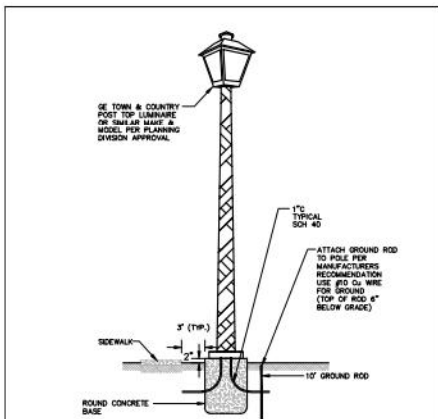
KING'S LANDING
PHASE 2
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

PROJECT NO: ZC 15082
 ISSUE DATE: 5-16-17
 DESIGNED BY: RBH/MMLR
 DRAFTED BY: RMC
 CHECKED BY: RHM
 DRAWING FILE: 15082X-NOT.DWG
 XREFS:

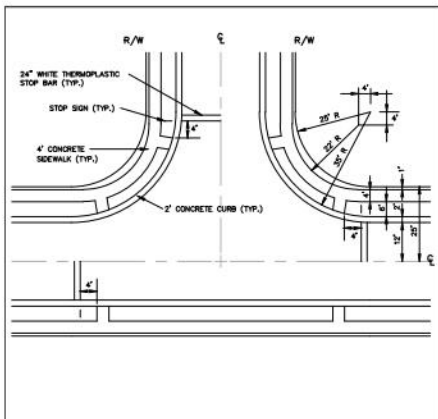
NOT VALID WITHOUT SEAL
 RANDY M. MUELLER, P.E. NO. 68053
 SCALE: N.T.S.
 SHEET: **C20** OF **28**



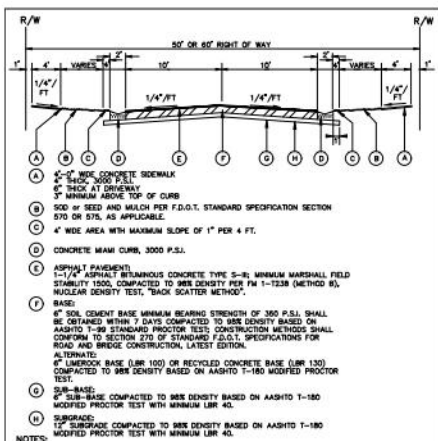




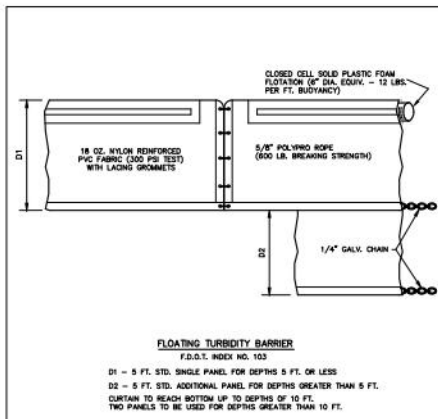
NOTE: 1. ALL WALKLIGHTS SHALL BE LOCATED ON 10' CENTERS. THE PLANNING DIVISION SHALL BE CONTACTED AT (386) 808-8600 TO FIELD VERIFY THE PROPOSED LOCATIONS FOR WALKLIGHTS. 2. ALL LIGHT POLES SHALL BE DESIGNED TO WITHSTAND 130 M.P.H. WIND SPEEDS. 3. THE STRONG / SERIES OF WALK LIGHTS ADJACENT TO EACH PROJECT 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.	FILE NAME: M24.DWG DETAIL REF: M-24 REV. 2/13
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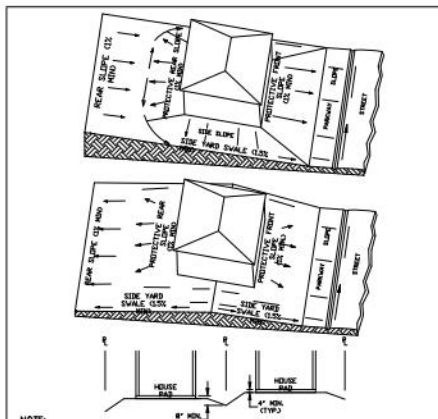
NOTE: 1. REFER TO DETAIL SHEET M-3 FOR SIDEWALK CONSTRUCTION SPECIFICATIONS. 2. REFER TO DETAIL SHEET M-4 & M-5 FOR SIDEWALK & BIKEPATH RAMP SPECIFICATIONS.	FILE NAME: M19.DWG DETAIL REF: M-19 REV. 12/08
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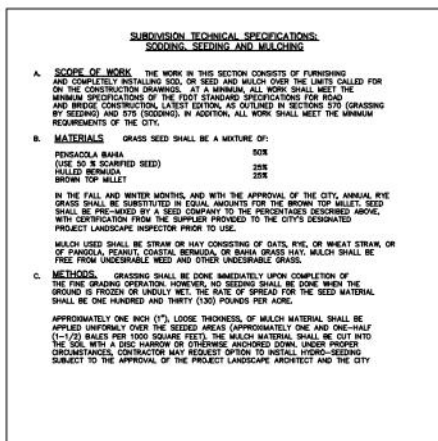
NOTE: 1. ALL MATERIALS ARE TO BE APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND THE DEVELOPER'S LICENSED SOIL ENGINEER PRIOR TO PLACEMENT. 2. A REPRESENTATIVE OF A CERTIFIED SOIL LABORATORY SHALL BE PRESENT DURING ALL CONSTRUCTION PHASES. A SOIL TEST SHALL BE PERFORMED AND THE RESULTS SHALL BE CERTIFIED BY F.D.O.T. IN THE INSTALLATION OF SOIL CEMENT.	FILE NAME: R1.DWG DETAIL REF: R-1 REV. 12/08
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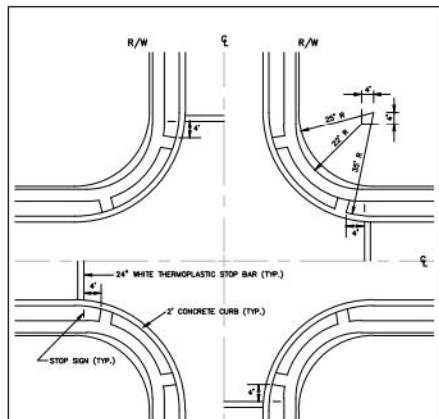
NOTE: 1. ALL FINISHED FLOOR ELEVATIONS SHALL BE SET A MINIMUM OF 16 INCHES ABOVE THE CENTERLINE OF THE ADJACENT ROADWAY. 2. ALL FINISHED FLOOR ELEVATIONS ARE A MINIMUM OF 1 FOOT ABOVE THE LIMITS OF THE 100 YEAR FLOOD PLAIN AND/OR 1 FOOT ABOVE THE 100-YEAR DESIGN HIGH WATER LEVEL OF THE ADJACENT DETENTION/RETENTION AREA. 3. IN CASES WHERE THE ABOVE CONDITIONS CONFLICT, NOTE #2 SHALL TAKE PRECEDENCE. 4. SIDE YARD SHALE SHALL BE CENTERED ON THE COMMON PROPERTY LINE.	FILE NAME: R24.DWG DETAIL REF: R-24 REV. 12/08
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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 SHALE SHALL BE CENTERED ON THE COMMON PROPERTY LINE.	FILE NAME: M23.DWG DETAIL REF: M-23 REV. 12/08
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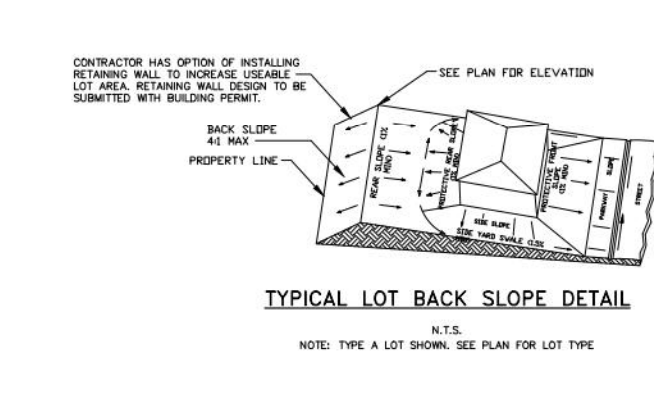
NOTE: 1. ALL MATERIALS ARE TO BE APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND THE DEVELOPER'S LICENSED SOIL ENGINEER PRIOR TO PLACEMENT. 2. A REPRESENTATIVE OF A CERTIFIED SOIL LABORATORY SHALL BE PRESENT DURING ALL CONSTRUCTION PHASES. A SOIL TEST SHALL BE PERFORMED AND THE RESULTS SHALL BE CERTIFIED BY F.D.O.T. IN THE INSTALLATION OF SOIL CEMENT.	FILE NAME: R20.DWG DETAIL REF: R-20 REV. 12/08
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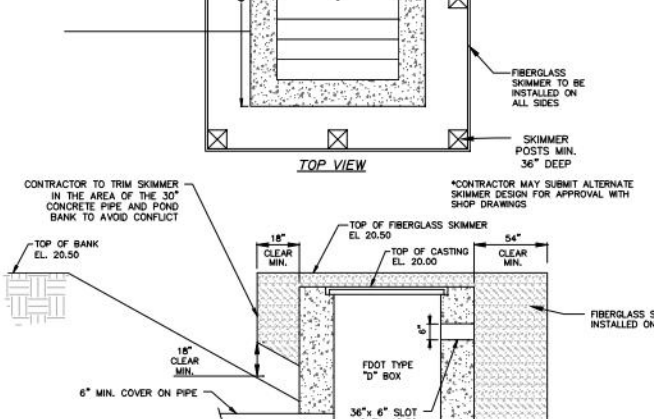
NOTE: 1. REFER TO DETAIL SHEET M-3 FOR SIDEWALK CONSTRUCTION SPECIFICATIONS. 2. REFER TO DETAIL SHEET M-4 & M-5 FOR SIDEWALK & BIKEPATH RAMP SPECIFICATIONS.	FILE NAME: M18.DWG DETAIL REF: M-18 REV. 12/08
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NOTE: 1. ALL MATERIALS ARE TO BE APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND THE DEVELOPER'S LICENSED SOIL ENGINEER PRIOR TO PLACEMENT. 2. A REPRESENTATIVE OF A CERTIFIED SOIL LABORATORY SHALL BE PRESENT DURING ALL CONSTRUCTION PHASES. A SOIL TEST SHALL BE PERFORMED AND THE RESULTS SHALL BE CERTIFIED BY F.D.O.T. IN THE INSTALLATION OF SOIL CEMENT.	FILE NAME: R23.DWG DETAIL REF: R-23 REV. 12/08
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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.	FILE NAME: M18.DWG DETAIL REF: M-18 REV. 12/08
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NOTE: 1. ALL MATERIALS ARE TO BE APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND THE DEVELOPER'S LICENSED SOIL ENGINEER PRIOR TO PLACEMENT. 2. A REPRESENTATIVE OF A CERTIFIED SOIL LABORATORY SHALL BE PRESENT DURING ALL CONSTRUCTION PHASES. A SOIL TEST SHALL BE PERFORMED AND THE RESULTS SHALL BE CERTIFIED BY F.D.O.T. IN THE INSTALLATION OF SOIL CEMENT.	FILE NAME: R23.DWG DETAIL REF: R-23 REV. 12/08
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TECHNICAL SPECIFICATIONS FOR SITE PLANS AND SUBDIVISIONS TESTING

- 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, 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.
- LABORATORY CONTROL AND CERTIFICATES**

1. SPECIFICATIONS: SAMPLING, TESTING, AND LABORATORY METHODS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE AASHTO OR ASTM WHERE AASHTO OR ASTM SPECIFICATIONS ARE USED, THE REFERENCE SHALL BE CONTINUED TO THE MOST RECENT STANDARD SPECIFICATIONS OR TENTATIVE SPECIFICATIONS OF THE AASHTO OR ASTM IN FORCE ON THE DATE OF THE TEST.

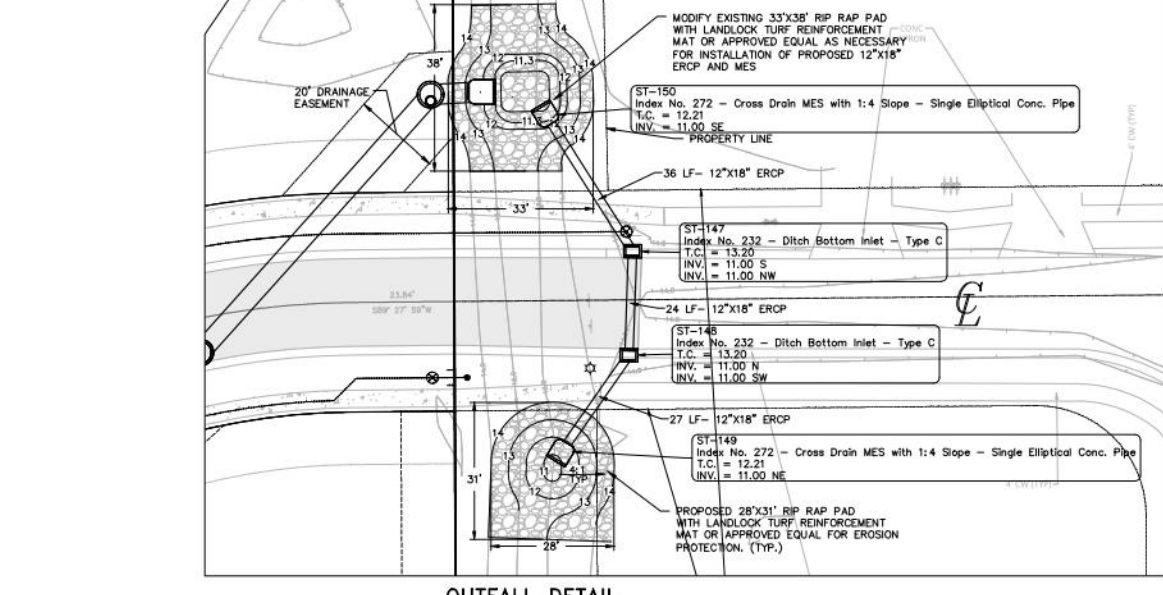
2. TEST & CERTIFICATES: THE CONTRACTOR SHALL ENGAGE AN APPROVED TESTING LABORATORY TO PROVIDE THE FOLLOWING TESTS AND CERTIFICATIONS SIGNED BY A REGISTERED ENGINEER OF THE STATE OF FLORIDA. ALL TECHNICIANS PERFORMING THE TESTS SHALL BE STATE CERTIFIED FOR THE TESTING PERFORMED. ADDITIONAL TESTS THAT MAY BE REQUIRED BY OTHER 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 DENSITY, MOISTURE CONTENT, COMPACTED FILL 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, OUTLETS, SIDEWALKS, BIKE PATHS, APRONS AND DRIVEWAYS.
 - H. COMPRESSIVE TEST CURVES AND SLUMP TESTS FOR ALL APPLICATIONS OF CONCRETE, INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, OUTLETS, SIDEWALKS, BIKE PATHS, APRONS, AND DRIVEWAYS.
 - I. CHLORIDE RESIDUAL AND BACTERIOLOGICAL TESTING OF WATER MAINS.
 - J. PRESSURIZED LEAK TESTING OF WATER MAINS, FORCE MAINS, AND RECLAIMED WATER MAINS.

FDEP SEPARATION NOTES

NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL BOTTOM 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 62-400, 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 IS INCHES, ABOVE OR AT LEAST SIX 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 SIX 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 AWAY 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 62-400, 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 62-400, F.A.C.



ZEV COHEN & ASSOCIATES, INC.
300 INTERSTATE BLVD., STE. C
DADE COUNTY, FL 33134
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

PROJECT NO: ZC 15082
ISSUE DATE: 5-16-17
DESIGNED BY: RBH/MLR
DRAFTED BY: RMC
CHECKED BY: RHH
DRAWING FILE: 15082X-NOT.DWG
XREFS:
XREFS:

NOT VALID WITHOUT SEAL
RANDY M. HUGAR, P.E. NO. 82053

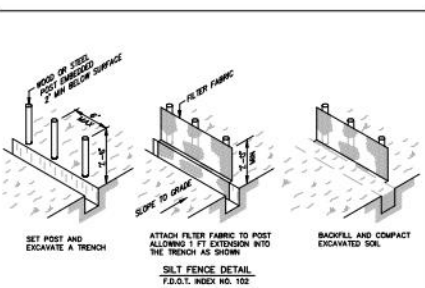
SCALE: N.T.S.
SHEET: C23 OF 28

ROAD CLASSIFICATION	DESIGN SPEED (MPH)	LANE WIDTH (LW)	RIGHT OF WAY WIDTH	MIN. HORZ. CURVE CL.	MIN. VERT. GRADE (%)	MIN. LONG. INT. SPACE
LOCAL / COLLECTOR UP TO 450 VPD	15	10	50	50'	75'	0.3
UP TO 1000 VPD	20	11	50	90'	125'	0.3
UP TO 5000 VPD	25	11	60	125'	160'	0.3
ARTERIAL UP TO 7500 VPD	30	12	80	160'	200'	0.3
OVER 7500 VPD	35	12	80	200'	235'	0.5
5 LANES (3)	40	12	80	235'	270'	0.5
OVER 7500 VPD	45	12	80	270'	300'	0.5

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. PAYMENT METHODS 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, THERE SHALL BE NO INTERSECTIONS WITH ARTERIAL HIGHWAYS EXCEPT ON DESIRED COLLECTIONS WITH ARTERIAL HIGHWAYS. ALL OTHER 90 DEGREE INTERSECTIONS WITH COUNTY AND STATE ROADS SHALL BE 90 DEGREE.
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 ENTRIES. THE FOLLOWING SIGHT DISTANCES SHALL BE PROVIDED:

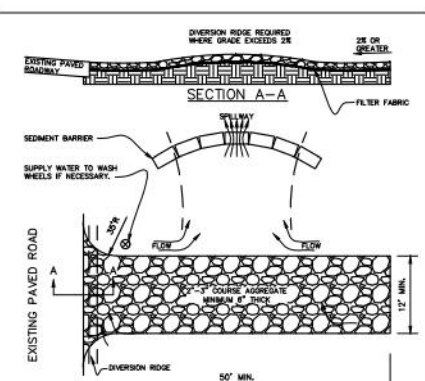
DESIGN SPEED (MPH)	25	30	35	40	45	50	55
SIGHT DISTANCE (FT) (MINIMUM)	250	280	300	350	400	450	500

FILE NAME: R-6
R-6.DWG
DETAIL REF: R-6
REV. 12/08



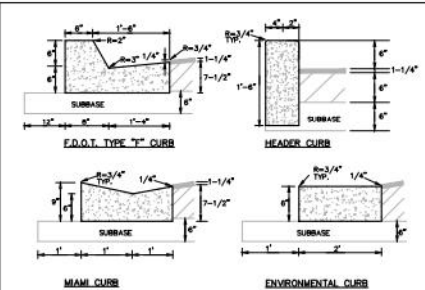
NOTES:
1. MATERIALS, CONSTRUCTION METHODS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DESIGN STANDARDS CURRENT EDITION.
2. CONTRACTOR SHALL PROVIDE SILT FENCES, SYNTHETIC JUTE BALES, MATS, &/OR HAVE BEST MANAGEMENT PRACTICES (BMPs)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

FILE NAME: R-22
R-22.DWG
DETAIL REF: R-22
REV. 12/08



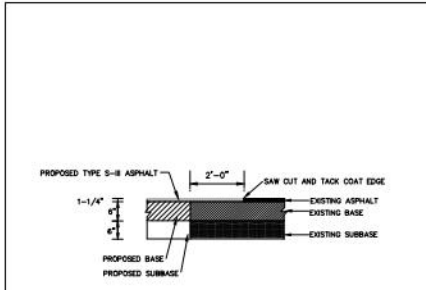
NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-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.O.G.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 DETAIL INDEX FOR DETAILS.

FILE NAME: R-27
R-27.DWG
DETAIL REF: R-27
REV. 12/08



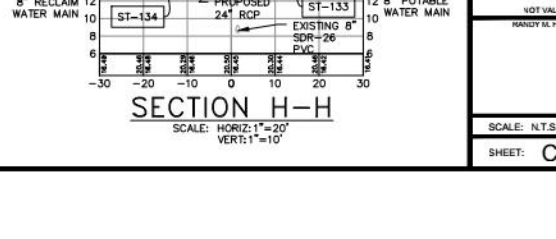
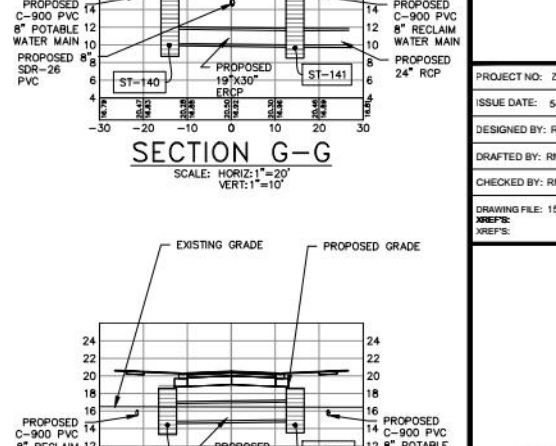
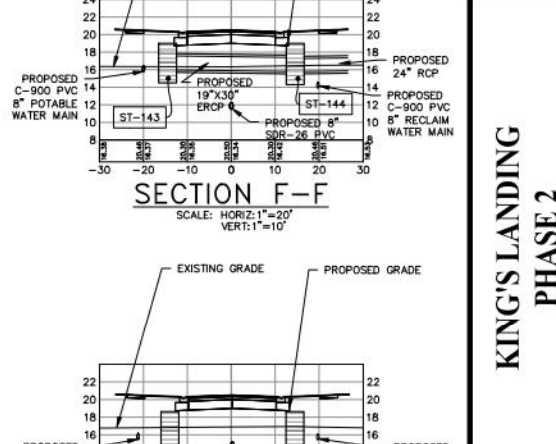
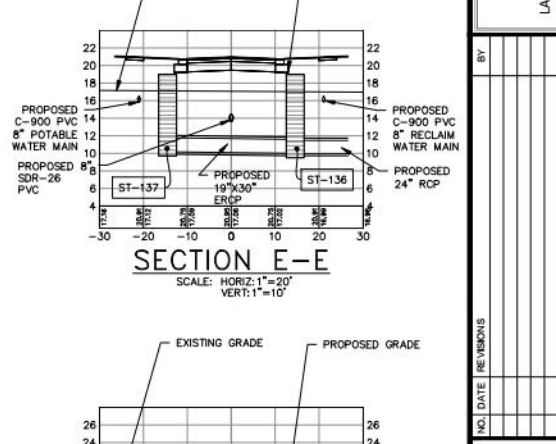
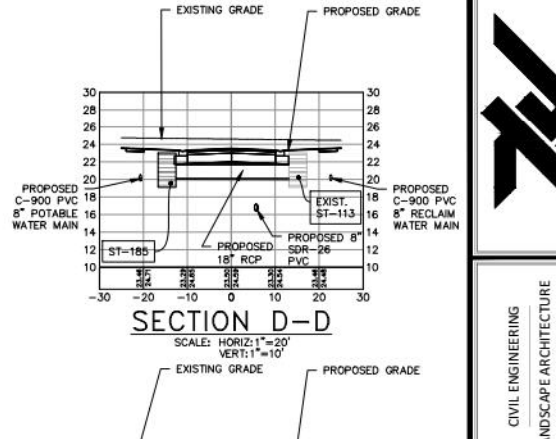
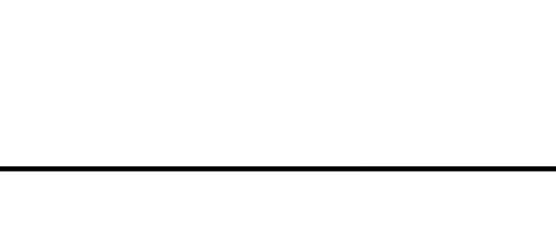
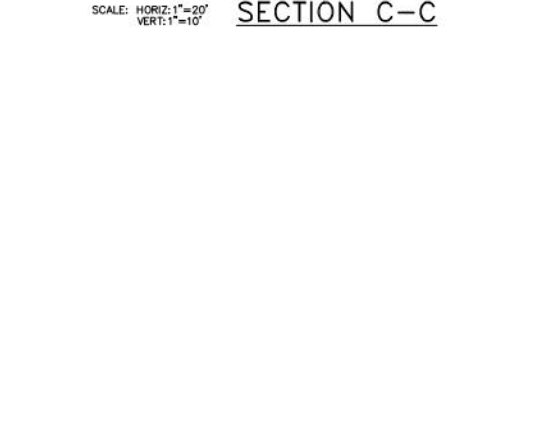
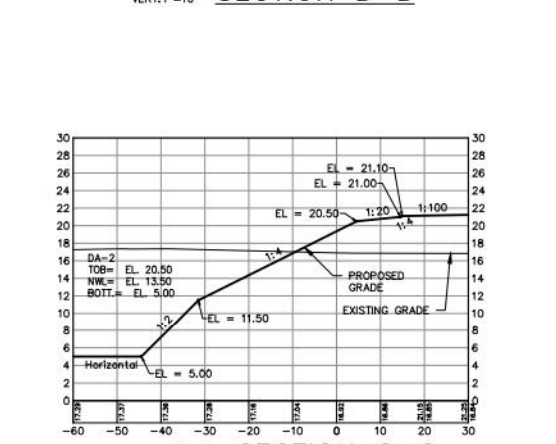
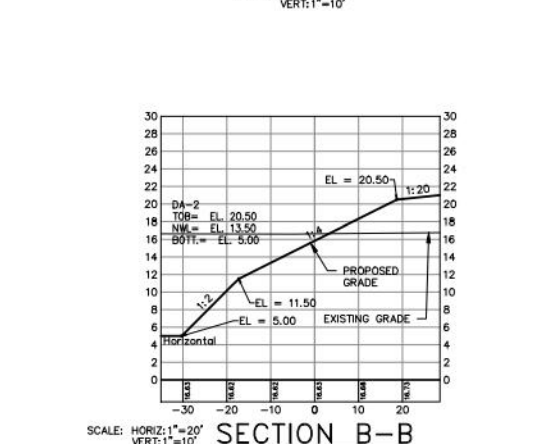
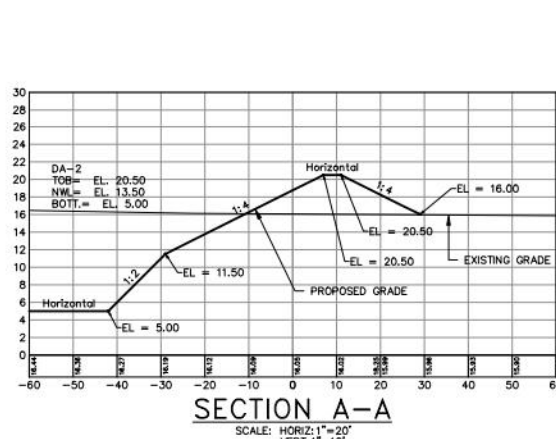
NOTES:
1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3000 P.S.I. CONCRETE
2. 1/2" PRE-ADDED EXPANSION JOINT REQUIRED EVERY 500' CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM)
3. 1/2" PRE-ADDED EXPANSION JOINT REQUIRED AT EACH END OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS
4. 6" SUBGRADE TO BE COMPACTED AND TESTED TO MEET DENSITY BASED ON AASHTO T-99 MODIFIED PROCTOR TEST AND SHALL BE STABILIZED TO A MINIMUM L.B.R. 45.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. IN NO INSTANCE SHALL EXTENDED CURBS (DEFINED AS HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT) BE PERMITTED.
7. ALL ASPHALT AND/OR PAVED DRIVEWAY APRONS LOCATED IN PUBLIC RIGHTS-OF-WAY, SHALL INCLUDE CURBING.

FILE NAME: R-9
R-9.DWG
DETAIL REF: R-9
REV. 12/08



NOTES:
1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3000 P.S.I. CONCRETE
2. 1/2" PRE-ADDED EXPANSION JOINT REQUIRED EVERY 500' CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM)
3. 1/2" PRE-ADDED EXPANSION JOINT REQUIRED AT EACH END OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS
4. 6" SUBGRADE TO BE COMPACTED AND TESTED TO MEET DENSITY BASED ON AASHTO T-99 MODIFIED PROCTOR TEST AND SHALL BE STABILIZED TO A MINIMUM L.B.R. 45.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. IN NO INSTANCE SHALL EXTENDED CURBS (DEFINED AS HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT) BE PERMITTED.
7. ALL ASPHALT AND/OR PAVED DRIVEWAY APRONS LOCATED IN PUBLIC RIGHTS-OF-WAY, SHALL INCLUDE CURBING.

FILE NAME: R-11
R-11.DWG
DETAIL REF: R-11
REV. 12/08

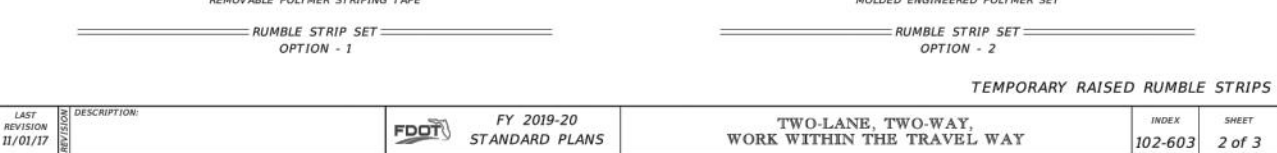
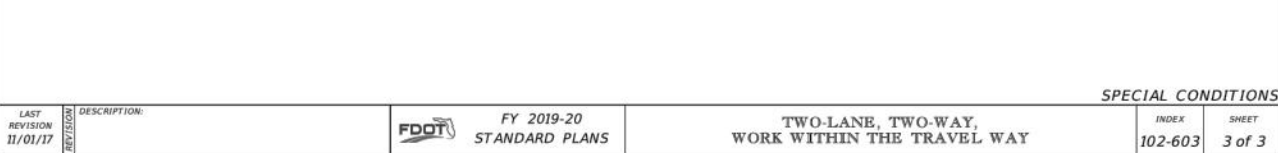
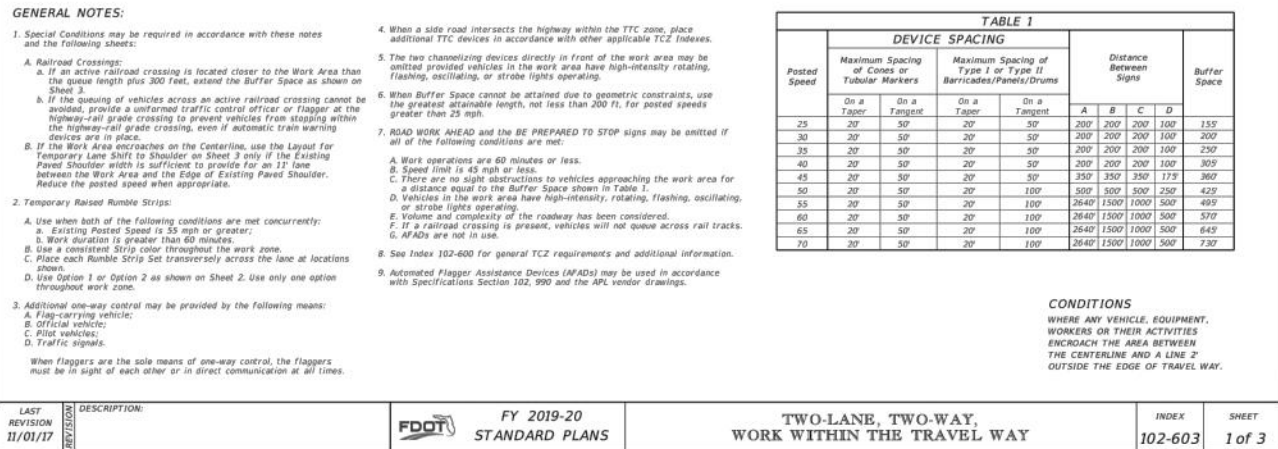


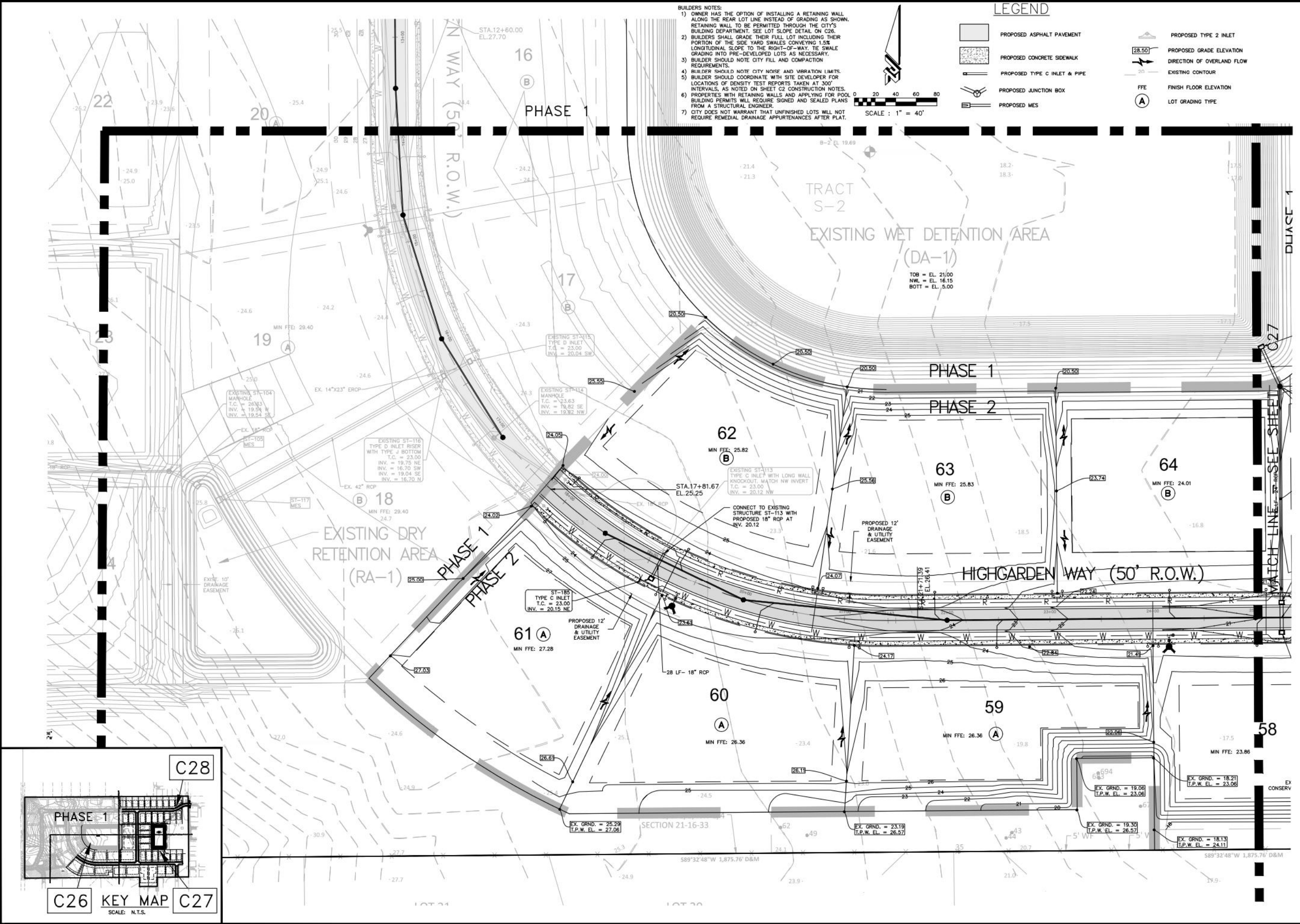
ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

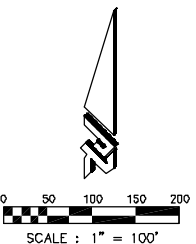
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ISSUE DATE: 5-16-17
DESIGNED BY: RBH/MMLR
DRAFTED BY: RMC
CHECKED BY: RHH
DRAWING FILE: 15082X-NOT.DWG
XREFS:
XREFS:

NOT VALID WITHOUT SEAL
RANDY M. HIGDON, P.E. NO. 88053

SCALE: N.T.S.
SHEET: C24 OF 28







ORMOND BEACH
900 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32117
(360) 977-2162 FAX (360) 677-2863

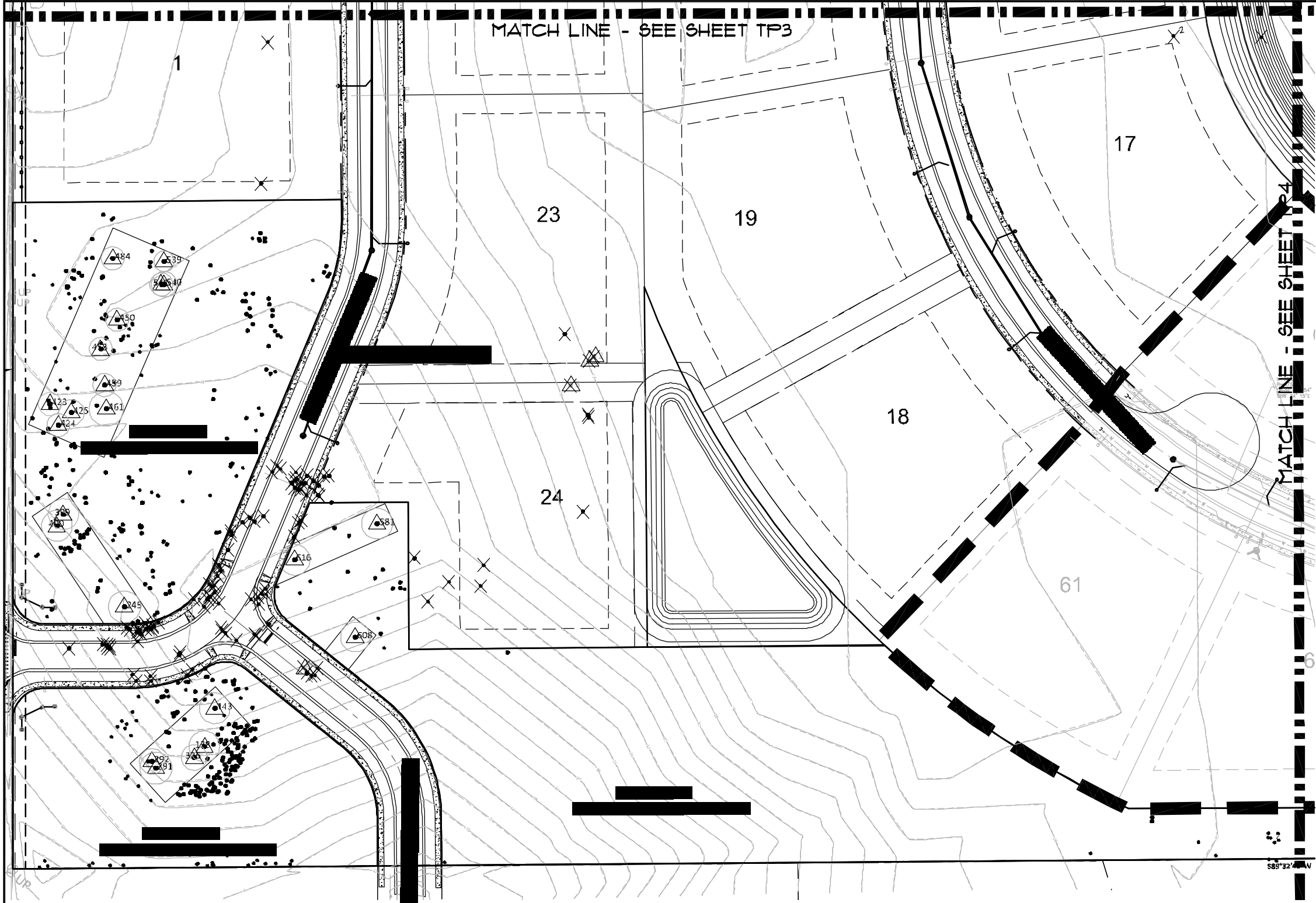
ST. AUGUSTINE
2111 N. ST. AUGUSTINE AVE. #2
ST. AUGUSTINE, FL 32080
(904) 322-6116 FAX (904) 322-2220

COGSWATER
1047 ALPHABET RD.
FISH WATERS, FL 32732
(386) 677-7480 FAX (386) 677-7608

**KINGS LANDING PHASE 2
FINAL ENGINEERING PLANS
FREE PROTECTION PLAN & DETAILS**

PROJECT NO: 5082X
ISSUE DATE: 8/21/88
DESIGNED BY: JES
DRAFTED BY: JES
CHEKED BY: BM
DRAWING NO: 11-10000-11 XREFS: 533%-MODIFIED 763, RV ANLI 52
10" VARIOUS SEAL 511011P-H-2, RUMBER, HJ, A, HJ, 1986 SCALE: 1" = 10' \$-file: TP1 0- 7

LEGEND																				LEGEND																			
20-24" OAK	25-29" OAK	30-34" C.K.	120-120" OAK	150-150" OAK	180-180" OAK	200-200" OAK	220-220" OAK	240-240" OAK	260-260" OAK	280-280" OAK	300-300" OAK	320-320" OAK	340-340" OAK	360-360" OAK	380-380" OAK	400-400" OAK	420-420" OAK	440-440" OAK	460-460" OAK																				
25-29" OAK	35-39" OAK	40-44" OAK	45-49" OAK	50-54" OAK	55-59" OAK	60-64" OAK	65-69" OAK	70-74" OAK	75-79" OAK	80-84" OAK	85-89" OAK	90-94" OAK	95-99" OAK	100-104" OAK	105-109" OAK	110-114" OAK	115-119" OAK	120-124" OAK	125-129" OAK																				
130-130" OAK	135-139" OAK	140-144" OAK	145-149" OAK	150-154" OAK	155-159" OAK	160-164" OAK	165-169" OAK	170-174" OAK	175-179" OAK	180-184" OAK	185-189" OAK	190-194" OAK	195-199" OAK	200-204" OAK	205-209" OAK	210-214" OAK	215-219" OAK	220-224" OAK	225-229" OAK																				
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LEGEND

- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO BE REMOVED
- EXISTING HISTORIC TREE
- EXISTING SPECIMEN TREE
- DENOTES ROOT ZONE PROTECTION AREA REQUIRED
- DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN
- DENOTES EXISTING TREE

NOTE: SEE TREE LEGEND FOR SPECIES AND PLAN VIEW FOR DBH.

15% NATURAL TREE PRESERVATION

TOTAL SITE AREA	81.2 ACRES
TOTAL PRESERVATION AREA REQUIRED (CALCULATION: 81.2 AC. x 15% = 12.18 AC.)	12.18 ACRES
UNDISTURBED NATURAL PRESERVATION AREA	12.54 ACRES

MINIMUM ON SITE TREES

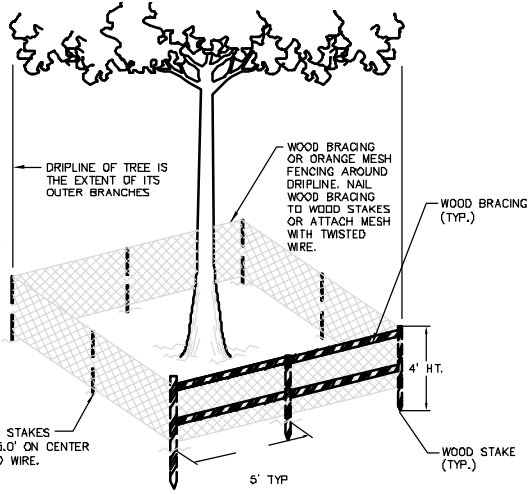
MINIMUM TREES REQUIRED ON SITE CALCULATION: 3960/200 SF/A / 2000 SF. = 1402	1402
EXISTING TREES TO BE PRESERVED WITHIN 80% PRESERVATION AREA	1402
TOTAL NUMBER OF TREES EXISTING	1404

NOTE: TREES WITHIN THE NATURAL VEGETATION AREAS SHALL BE COUNTED TOWARDS ANY DEFICIT OF REQUIRED TREES ON SITE.
NOTE: EXISTING TREES TO REMAIN WITHIN 80% PRESERVATION AREA HAVE BEEN CALCULATED BASED UPON TREE SURVEY CONDUCTED AUGUST 2016.
*LOT AREA
*THE OVERALL TREE COUNT FOR PROPOSED TREES WILL INCREASE AND MEET THE MINIMUM LANDSCAPING AND TREE REQUIREMENTS (TREE / 2500 SF OF LOT AREA) FOR THE INDIVIDUAL SINGLE-FAMILY LOTS, PRIOR TO THE ISSUANCE OF A CO.

SPECIMEN TREE CALCULATIONS PHASE 142

NUMBER OF SPECIMEN TREES ON SITE- LDC, CH. 11, 1A)	50
TOTAL SITE AREA (ACRE)	81.2
SPECIMEN TREES PER ACRE	61
REQUIRED PERCENTAGE OF SPECIMEN TREES REQUIRED TO REMAIN ON SITE-LDC, CH. 11, ARTICLE II, SECTION 142)	80%
SPECIMEN TREES REQUIRED TO BE PRESERVED (CALCULATION: 50 TREES x 80% = 40 TREES)	40
SPECIMEN TREES TO REMAIN ON SITE	40
PERCENTAGE OF SPECIMEN TREES REQ. TO REMAIN	80%

NOTE: NO HISTORIC TREES (LIVE OAK [QUERCUS VIRGINIANA] OR BALD CYPRESS [TAXODIUM DISTICHUM]) 36" DBH OR GREATER ARE TO BE REMOVED IN PHASE 1 AND 2.

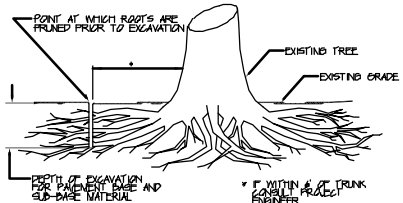


**STANDARD CONSTRUCTION DETAIL
TREE PROTECTION BARRICADE**

REV. 12/08

FILE NAME: R23.DWG
DETAIL REF: R-23

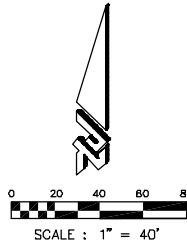
② TREE PROTECTION BARRICADE DETAIL



NOTES:

- 1) LOTS ARE TO BE MOVED CLEANLY WITH A SHARP ROOT PRUNING TOOL, SUCH AS A DRYDOR OR POWER ROOT PRUNER.
- 2) INITIAL ORANGE PLASTIC MESH TREE BARRIER WITH BEAM SUPPORTS, AT TOP OF PRUNING AND CONTINUE COMPLETELY AROUND TREE, PROTECTING THE AREA WITHIN THE DRIPLINE EXTENT OF OUTER BRANCHES.
- 3) ROOT PRUNING PROCEDURE MUST BE DONE AND NOTIFIED PRIOR TO ISSUANCE OF A BUILDING PERMIT OR GRADING AND FILLING PERMIT.

① ROOT PRUNING DETAIL



ZEV COHEN & ASSOCIATES, INC.
LAND ENGINEERING & LANDSCAPE ARCHITECTS
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ORMOND BEACH, FL 32136
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12111 ST. AUGUSTINE F.E. 32080
(904) 791-0111 FAX (904) 777-4200

DOUGLASSVILLE
1438 W. MAIN, # 137-32
(770) 777-4200 FAX (770) 777-7606

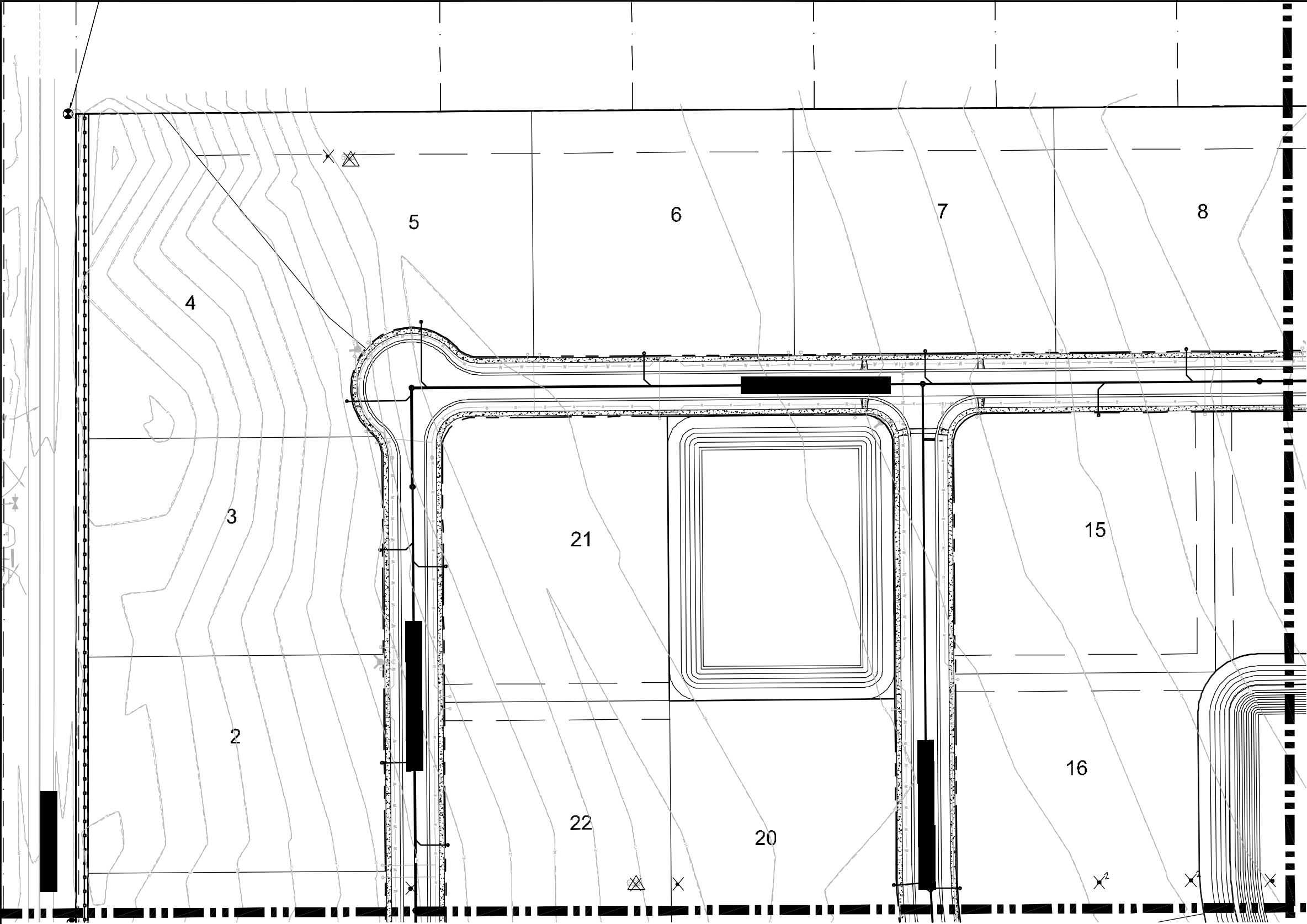
**KINGS LANDING PHASE 2
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS**

PROJECT NO.: 5082X
ISSUE DATE: 8/21/18
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: SM
DRAWING NO.: 18-0000-01
SHEET NO.: 18-0000-01/01

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FILE NAME: R23.DWG
DETAIL REF: R-23
REV. 12/08

SCALE: 1" = 40'
SHEET: TP2 OF 7



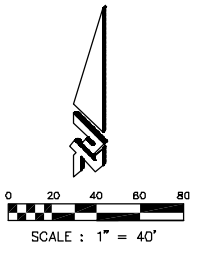
LEGEND

- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO BE REMOVED
- EXISTING HISTORIC TREE
- EXISTING SPECIMEN TREE
- PENOTES ROOT ZONE PROTECTION AREA REQUIRED
- PENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN
- PENOTES EXISTING TREE

NOTE: SEE TREE LEGEND FOR SPECIES AND PLAN VIEW FOR DPH.

MATCH LINE - SEE SHEET TP5

MATCH LINE - SEE SHEET TP2



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NO.	DATE	BY	CHKD	APP'D	DESCRIPTION
01	12/27/18	JES	JES	JES	PRELIMINARY COMMENTS
02	1/12/19	JES	JES	JES	REVISION COMMENTS
03	1/21/19	JES	JES	JES	REVISION COMMENTS
04					
05					
06					
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22					

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KINGS LANDING PHASE 2
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS

PROJECT NO: 18022X
ISSUE DATE: 8/2/19
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: JES
APPROVED BY: JES
DATE: 8/2/19

10' / 30' / 60' / 90' / 120' / 150' / 180' / 210' / 240' / 270' / 300' / 330' / 360' / 390' / 420' / 450' / 480' / 510' / 540' / 570' / 600' / 630' / 660' / 690' / 720' / 750' / 780' / 810' / 840' / 870' / 900' / 930' / 960' / 990' / 1020' / 1050' / 1080' / 1110' / 1140' / 1170' / 1200' / 1230' / 1260' / 1290' / 1320' / 1350' / 1380' / 1410' / 1440' / 1470' / 1500' / 1530' / 1560' / 1590' / 1620' / 1650' / 1680' / 1710' / 1740' / 1770' / 1800' / 1830' / 1860' / 1890' / 1920' / 1950' / 1980' / 2010' / 2040' / 2070' / 2100' / 2130' / 2160' / 2190' / 2220' / 2250' / 2280' / 2310' / 2340' / 2370' / 2400' / 2430' / 2460' / 2490' / 2520' / 2550' / 2580' / 2610' / 2640' / 2670' / 2700' / 2730' / 2760' / 2790' / 2820' / 2850' / 2880' / 2910' / 2940' / 2970' / 3000' / 3030' / 3060' / 3090' / 3120' / 3150' / 3180' / 3210' / 3240' / 3270' / 3300' / 3330' / 3360' / 3390' / 3420' / 3450' / 3480' / 3510' / 3540' / 3570' / 3600' / 3630' / 3660' / 3690' / 3720' / 3750' / 3780' / 3810' / 3840' / 3870' 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41220' / 4

MATCH LINE - SEE SHEET TP5

MATCH LINE - SEE SHEET TP2

MATCH LINE - SEE SHEET TP6

PHASE 2

WINTERFELL DR.

LEGEND

EXISTING TREE TO BE REMOVED

EXISTING SPECIMEN TREE TO BE REMOVED

EXISTING HISTORIC TREE

EXISTING SPECIMEN TREE

INDICATES ROOT ZONE PROTECTION AREA REQUIRED

INDICATES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN

INDICATES EXISTING TREE

NOTE: SEE TREE LEGEND FOR SPECIES AND PLAN VIEW FOR ID#.

0 20 40 60 80

SCALE : 1" = 40'

KINGS LANDING PHASE 2 FINAL ENGINEERING PLANS TREE PROTECTION PLAN & DETAILS

PROJECT NO: 5022X
ISSUE DATE: 8/2/18
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: BR
DRAWN BY: JES
APPROVED BY: JES

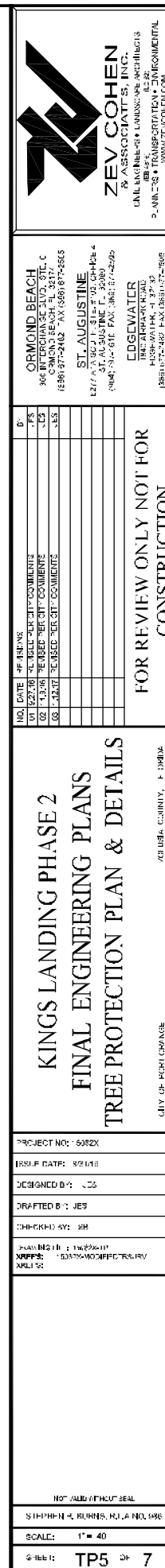
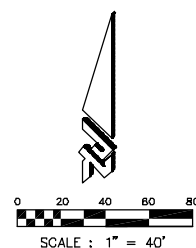
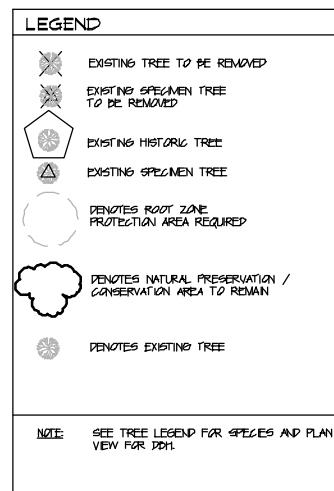
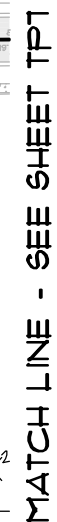
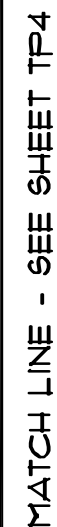
NO. 1000 / 10000 SEAL
SHEET NO. 4 OF 4
SCALE: 1" = 40'
SHEET: TP4 OF 7

NO.	DATE	BY	REVISION
1	08/02/18	JES	ISSUED FOR CONSTRUCTION
2	08/02/18	JES	REVISIONS
3	08/02/18	JES	REVISIONS
4	08/02/18	JES	REVISIONS
5	08/02/18	JES	REVISIONS
6	08/02/18	JES	REVISIONS
7	08/02/18	JES	REVISIONS
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FOR REVIEW ONLY NOT FOR
CONSTRUCTION

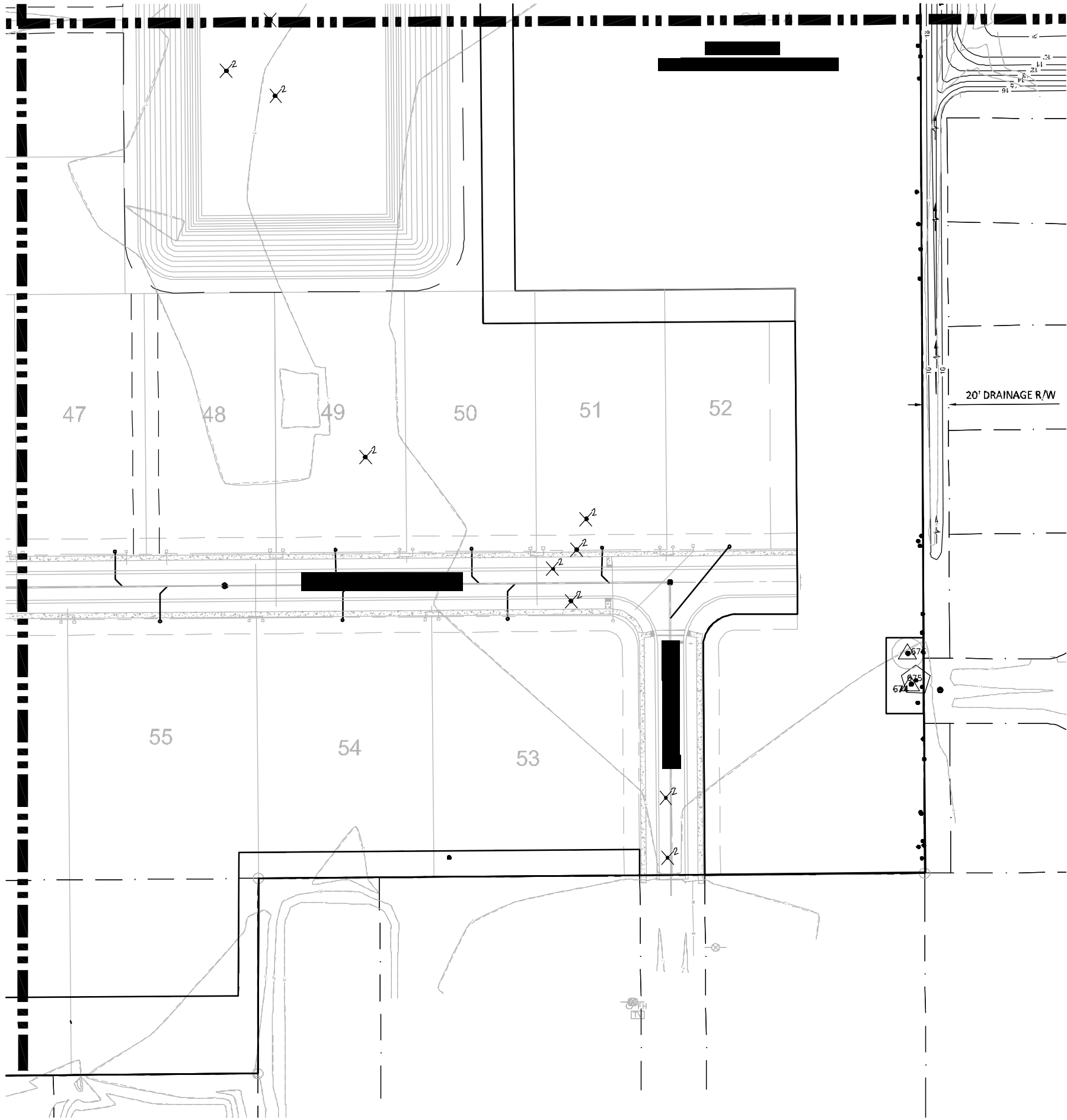
ZEV COHEN
& ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
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Tampa, FL 33602
TEL: 813.241.1111 FAX: 813.241.1112
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ORLANDO BEACH
8000 INTERNATIONAL BLVD., STE. C
ORLANDO, FL 32817
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ST. AUGUSTINE
1111 ST. AUGUSTINE F. 32084
TEL: 321.281-1111 FAX: 321.281-1112
COVINGTON
1000 W. 10th St. Suite 100
Tampa, FL 33602
TEL: 813.241-1111 FAX: 813.241-1112



MATCH LINE - SEE SHEET TP4

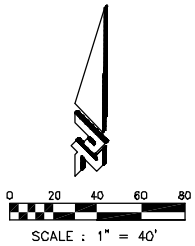
MATCH LINE - SEE SHEET TP1



LEGEND

- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO BE REMOVED
- EXISTING HISTORIC TREE
- EXISTING SPECIMEN TREE
- DENOTES ROOT ZONE PROTECTION AREA REQUIRED
- DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN
- DENOTES EXISTING TREE

NOTE: SEE TREE LEGEND FOR SPECIES AND PLAN VIEW FOR DET.



**KINGS LANDING PHASE 2
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS**

PROJECT NO: 6082X
ISSUE DATE: 8/2/18
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: JES
APPROVED BY: JES

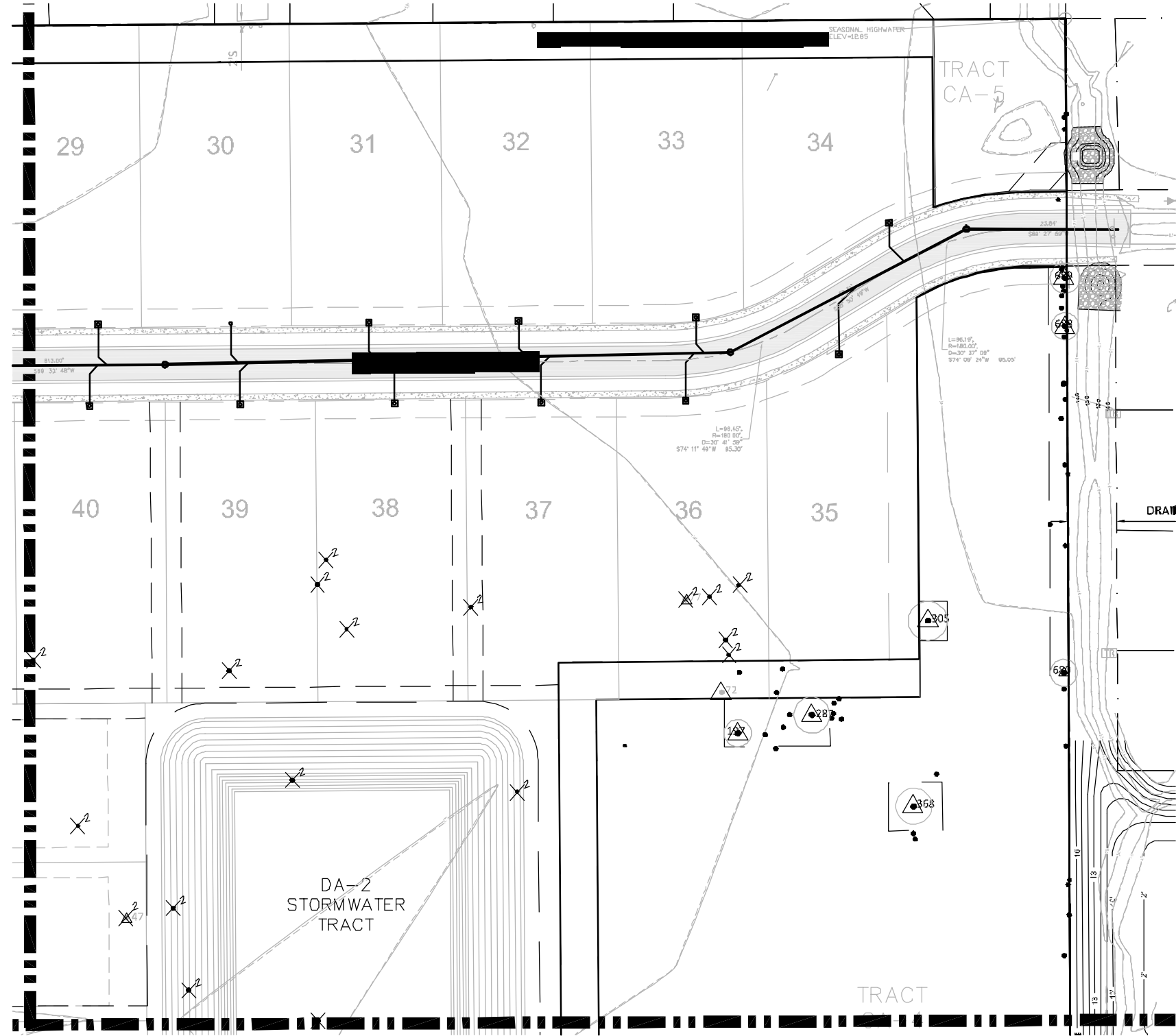
NO. 1000 / 1" HCU SEAL
SHEET NO. 1000 / 1" HCU SEAL
SCALE: 1" = 40'
SHEET: TP6 OF 7

NO.	DATE	BY	REV.	DESCRIPTION
01	02/27/18	JES	1	INITIAL DESIGN
02	03/15/18	JES	2	REVISIONS
03	04/17/18	JES	3	REVISIONS
04	05/17/18	JES	4	REVISIONS
05	06/17/18	JES	5	REVISIONS
06	07/17/18	JES	6	REVISIONS
07	08/17/18	JES	7	REVISIONS
08	09/17/18	JES	8	REVISIONS
09	10/17/18	JES	9	REVISIONS
10	11/17/18	JES	10	REVISIONS

FOR REVIEW ONLY NOT FOR CONSTRUCTION

ZEV COHEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
10000 W. 11TH AVE. SUITE 100
DENVER, CO 80231
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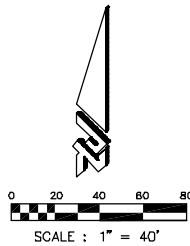
MATCH LINE - SEE SHEET TP5



LEGEND

- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO BE REMOVED
- EXISTING HISTORIC TREE
- EXISTING SPECIMEN TREE
- DENOTES ROOT ZONE PROTECTION AREA REQUIRED
- DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN
- DENOTES EXISTING TREE

NOTE: SEE TREE LEGEND FOR SPECIES AND PLAN VIEW FOR PDL



ZEV COHEN & ASSOCIATES, INC.
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ST. AUGUSTINE
 1117 ST. AUGUSTINE C. 32084
 (407) 977-2442 FAX (407) 977-2865

EDGEWATER
 1600 W. 17th AVE., STE. 32
 MIAMI, FL 33134
 (305) 441-7400 FAX (305) 441-7700

NO.	DATE	BY	CHKD	APP'D	REVISIONS
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195	1/12				

Exhibit 3 - Tree Preservation Chart

15% Tree Preservation Area

Total Site Area	Required 15% Tree Preservation Area	Tree Preservation Area Provided
82.2 Acres	12.3 Acres	12.5 Acres

Specimen Tree Calculations

Total Site Area	82.2 Acres
# of Specimen Trees	50 Specimen Trees
Specimen Trees Per Acre	0.61 Specimen Trees/Acre
Percentage of Specimen Trees to Remain [LDC, Ch 9, Sec 16]	80%
Specimen Trees to Remain in Common Area	40 Specimen Trees

Minimum Tree Coverage Requirement - 1 Tree/2,500 SF

Total Site Area	82.2
Required # of New or Existing Trees (1/2,500 SF)	1,432 Trees
Trees Provided (New and Existing) as Part of Subdivision Plan	769 New* or Existing Trees
Existing Trees in 15% Tree Preservation Area to Remain	769 Existing Trees

*** Includes trees to be planted on residential lots prior to issuance of a Certificate of Occupancy**

Tree Mitigation

Not Required with this Subdivision



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/19/2019

Consent item: No

SUBJECT: (H18) First Reading - Ordinance No. 2019-31 - Recreational vehicles & equipment on residential lots

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-31.

SUMMARY: Limiting the number and location of motor vehicles, trailers, recreational vehicles and equipment parked on residential lots; providing for repeal of conflicting ordinances; providing for severability; and providing an effective date.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Ordinance No. 2019-31	Ordinance No. 2019-31.pdf
----	-----------------------	---------------------------

Beth Unruh
William Proctor
Thomas Grimaldi
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 10/25/2019
Approved - 10/25/2019
Approved - 11/1/2019
Approved - 11/11/2019
Approved - 11/11/2019
Final Approval - 11/12/2019

ORDINANCE NO. 2019-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 70, SECTIONS 70-36 AND 70-48 LIMITING THE NUMBER AND LOCATION OF MOTOR VEHICLES, TRAILERS, RECREATIONAL VEHICLES AND EQUIPMENT PARKED ON RESIDENTIAL LOTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, parking regulations are necessary to preserve high quality aesthetics within the City of Port Orange; and

WHEREAS, limiting the number of recreational vehicles that may be parked on a residential lot, and describing where such recreational vehicles along with motor vehicles should be parked on residential property serves the general public by preserving community aesthetics; 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 hereby amends Chapter 70, Section 70-36 of the Code of Ordinances, to read as follows:

Chapter 70 – TRAFFIC

Sec. 70-36. - Stopping, standing or parking prohibited in specified places.

(a) Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:

(1) Stop, stand or park a motor vehicle or trailer:

a. – j. [*Remain unchanged*]

k. On any other portion of the ~~front~~ yard of a residential lot, except on approved driveways. As used in this section, driveways shall be constructed of the following materials:

1. Concrete or paved materials;

2. Nonpaved materials, excluding grass and dirt, provided that loose materials such as gravel, bark or cypress mulch are effectively contained within a border of concrete, railroad ties, or other rigid materials; or
3. Concrete paver strips, paver blocks, or other semi-pervious materials.

(2) – (3) [*Remain unchanged*]

(b) [*Remains unchanged*]

SECTION 2. The City Council of the City of Port Orange hereby amends Chapter 70, Section 70-48 of the Code of Ordinances, to read as follows:

Chapter 70 – TRAFFIC

Sec. 70-48. – Parking of recreational vehicles and equipment on residential premises.

- (a) For the purpose of this section, "recreational vehicle or equipment" means any vehicle, motorized equipment or equipment customarily towed behind a motor vehicle, which is designed, intended, or used for recreational purposes, including but not limited to, boats, boat trailers, travel trailers, truck campers or motor homes and camping trailers as defined in F.S. § 320.01(1)(b). "Recreational vehicle or equipment" shall not include a private motorcoach as defined in F.S. § 320.01(1)(b)5.
- (b) For the purpose of this section, "front plane of a dwelling unit" means the plane of the longest front facade parallel or nearly parallel to the front lot line, and shall include the roof overhang of said longest front facade.
- (c) No recreational vehicle or equipment greater than 24 feet in length shall be parked or stored on any residential lot or the right-of-way adjoining the residential lot except for the following:
 - (1) In an enclosed building or a completely enclosed garage.
 - (2) Behind the front plane of a dwelling unit.
 - (3) Anywhere on residential premises for a period not to exceed 72 hours in any continuous 30-day period for the purpose of maintenance, loading or unloading.

The recreational vehicle or equipment shall be measured along the centerline from the front to the rear of the vehicle or equipment and shall include all appurtenances, accessories and attachments, including but not limited to the trailer tongue, inboard and/or outboard engine, and engine trailer assembly.

- (d) When a recreational vehicle or equipment is stored or when parked for maintenance, loading and unloading, the recreational vehicle engine or associated equipment engine shall not be operated between the hours of 9:00 p.m. and 7:00 a.m. Subsection (c)(3) shall not be construed to prohibit the arrival and departure of recreational vehicles to and from the driveway of the residence.

- (e) No recreational vehicle or equipment shall be used for living, sleeping or housekeeping purposes when parked or stored on a residential lot or in any location not approved for such use.
- (f) No recreational vehicles and equipment shall be parked on the right-of-way adjoining the residential premises.
- (g) No more than three recreational vehicles may be parked on a single residential lot.

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. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of the ordinance.

SECTION 6. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/19/2019

Consent item: No

SUBJECT: (H19) First Reading - Ordinance No. 2019-35 - Amending Chapter 16 of the Land Development Code for a Dog Friendly Dining Program

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2019-35, amending Chapter 16 of the Land Development Code to create Section 11 regarding a Dog Friendly Dining Program.

SUMMARY: Planning Commission Action (10/24/19): Recommended denial

Recently, staff has received inquiries regarding the requirements to allow dogs within outdoor seating areas of Port Orange restaurants and if the City has adopted a Dog Friendly Dining program. According to 509.233, Florida Statutes, a local government can establish a local exemption procedure to the Food and Drug Administration's Food Code to allow restaurant patrons' dogs within outdoor seating areas of restaurants. However, if a local government does not want to permit restaurant patrons' dogs within outdoor seating areas of restaurants, then no action is required.

If City Council chooses to approve the proposed ordinance, the ordinance will create a new section of the Land Development Code to allow restaurant owners that desire to do so, to designate outdoor dog-friendly dining areas at their restaurant. Pursuant to State Law, the ordinance requires a restaurant to apply for a permit that must be renewed annually to only allow patrons' dogs within outdoor dining areas of restaurants. Patrons' dogs will be prohibited inside food service establishments, including traveling through the establishment.

The application requirements include contact information, a diagram of the designated area, and the hours of operation that patrons' dogs will be permitted in the designated area. Signage must be posted notifying the public that the designated area is available for patrons with dogs. Dogs must be kept on a leash and under reasonable control, and restaurant employees must adhere to specific sanitary regulations. The permit will expire upon sale or closure of the restaurant. Subsequent owners may apply for a permit should they desire to continue to allow patrons' dogs in a designated outdoor area of the restaurant. A permit may be revoked for failure to adhere to the specified regulations.

The proposed amendment has been reviewed and approved by Animal Control and the City Attorney's Office. If approved, a minimal amount of staff time and resources would be required for application review and permitting/enforcement process. Annual renewal

notices would be processed concurrent with annual Business Tax renewal notices in July. Other local governments that have adopted similar regulations have established an application/permit fee ranging from \$50 - \$100.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2019-35	Dog Friendly Dining Ordinance for CC.pdf
2.	Staff Report	Staff Report_LDC Amendment_Dog Friendly Dining Program.pdf

Penelope Cruz	Created/Initiated - 10/28/2019
Tim Burman	Approved - 10/31/2019
Shannon Balmer	Approved - 11/8/2019
Jake Johansson	Approved - 11/11/2019
Robin Fenwick	Final Approval - 11/12/2019

ORDINANCE NO. 2019-35

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 16 MISCELLANEOUS REGULATIONS BY CREATING SECTION 16-11 DOG FRIENDLY DINING PROGRAM; ESTABLISHING PURSUANT TO SECTION 509.233, FLORIDA STATUTES, A LOCAL EXEMPTION TO CERTAIN PROVISIONS OF GENERAL LAW AND AGENCY RULES RELATING TO PUBLIC FOOD SERVICE ESTABLISHMENTS FOR THE PURPOSE OF PERMITTING PATRONS DOGS IN DESIGNATED OUTDOOR AREAS OF SUCH ESTABLISHMENTS; PROVIDING FOR IMPLEMENTATION AND ENFORCEMENT PROCEDURES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 509.233, Florida Statutes, grants the governing body of a local government the ability to establish, by ordinance, a local exemption procedure to certain provisions of the Food and Drug Administration Food Code, as currently adopted and incorporated by the State of Florida Division of Hotels and Restaurants of the Department of Business and Professional Regulation, in order to allow patrons' dogs within certain designated outdoor areas of public food service establishments; and

WHEREAS, the Planning Commission has recommended denial of the amendment to the Land Development Code; and

WHEREAS, city council desires to establish a local exemption, consistent with state law, to allow public food service establishments the ability to obtain a permit to allow patrons' dogs in designated outdoor areas of the public food service establishment and thereby creating the Dog Friendly Dining Program; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text; and

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

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 16 of the Land Development Code to establish a new Section 16-11 creating and implementing the Dog Friendly Dining Program which shall read as follows:

Chapter 16 - MISCELLANEOUS REGULATIONS

Section 11 - Dog Friendly Dining Program

(a) Purpose and intent; program created; exception.

- (1) With the exception of service animals, as defined in Section 50-1, City of Port Orange Code of Ordinances, and police K-9 units used for law enforcement, dogs are not permitted in "public food service establishments", which term for use in this section shall have the same meaning as provided in Section 509.013, Florida Statutes, except as provided herein.
- (2) The purpose and intent of this part is to establish a local exemption procedure pursuant to Section 509.233, Florida Statutes, thereby permitting public food service establishments, within the City of Port Orange, Florida, subject to the terms and conditions contained herein, to become exempt from certain portions of the United States Food and Drug Administration Food Code, as amended from time to time, and as adopted by the State of Florida Division of Hotels and Restaurants of the Department of Business and Professional Regulation ("Division"), in order to allow patrons', which term for use in this section shall have the same meaning as "guest" as defined in Section 509.013, Florida Statutes, "dogs" (for purposes of this section defined as an animal of the subspecies Canis lupus familiaris,) within certain designated outdoor portions of such establishments.
- (3) Pursuant to F.S. § 509.233(2), there is hereby created in the City of Port Orange, Florida, a local exemption procedure to certain provisions of the United States Food and Drug Administration Food Code, as amended from time to time, and as adopted by the State of Florida Division of Hotels and Restaurants of the Department of Business and Professional Regulation, in order to allow patrons' dogs within certain designated outdoor portions of public food service establishments, which exemption procedure may be known as the City of Port Orange Dog Friendly Dining Program.

(b) Permit required; submittals.

- (1) In order to protect the health, safety, and general welfare of the public, a public food service establishment is prohibited from having any dog on its premises unless it possesses a valid permit issued in accordance with this part.

- (2) Applications for a permit under this part shall be made to the administrative official, on a form provided for such purpose by the zoning official, and shall include, along with any other such information deemed reasonably necessary by the administrative official in order to implement and enforce the provisions of this part, the following:
- (a) The name, location, and mailing address of the subject public food service establishment.
 - (b) The name, mailing location, and telephone contact information of the permit applicant.
 - (c) A diagram and description of the outdoor area to be designated as available to patrons'/guests' dogs, including dimensions of the designated area; a depiction of the number and placement of tables, chairs, and restaurant equipment, if any; the entryways and exits to the designated outdoor area; the boundaries of the designated area and of any other areas of outdoor dining not available for patrons'/guests' dogs; any fences or other barriers; surrounding property lines and public rights-of-way, including sidewalks and common pathways; and such other information reasonably required by the administrative official. The diagram or plan shall be accurate and to scale but need not be prepared by a licensed design professional.
 - (d) A description of the days of the week and hours of operation that patrons'/guests' dogs will be permitted in the designated outdoor area.
 - (e) All application materials shall contain the appropriate issued license number for the subject public food service establishment.

(c) General regulations; cooperation; enforcement.

- (1) In order to protect the health, safety, and general welfare of the public, and pursuant to F.S. § 509.233, all permits issued pursuant to this part are subject to the following requirements:
- (a) All public food service establishment employees shall wash their hands promptly after touching, petting, or otherwise handling any dog. Employees shall be prohibited from touching, petting, or otherwise handling any dog while serving food or beverages or handling tableware or before entering other parts of the public food service establishment.
 - (b) Patrons in a designated outdoor area shall be advised that they should wash their hands before eating. Waterless hand sanitizer shall be provided at all tables in the designated outdoor area.
 - (c) Employees and patrons shall be instructed that they shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.
 - (d) Patrons shall keep their dogs on a leash at all times and shall keep their dogs under reasonable control. All dogs showing signs of aggression shall be removed immediately.
 - (e) Patrons' dogs must be wearing current rabies tags.
 - (f) Dogs shall not be allowed on chairs, tables, or other furnishings.
 - (g) All table and chair surfaces shall be cleaned and sanitized with an approved product between seating of patrons/guests. Spilled food and drink shall be removed from the floor or ground between seating of patrons.
 - (h) Accidents involving dog waste shall be cleaned immediately and the area sanitized with an approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor area.
 - (i) At least one sign reminding employees of the applicable rules, including those contained in this part, and those additional rules and regulations, if any, included as further conditions of the permit by the administrative official, shall be posted in a conspicuous

location frequented by employees within the public food service establishment. The mandatory sign shall be not less than eight and one-half inches in width and 11 inches in height and printed in easily legible typeface of not less than 20-point font size.

- (j) At least one sign reminding patrons of the applicable rules, including those contained in this part, and those additional rules and regulations, if any, included as further conditions of the permit by the administrative official, shall be posted in a conspicuous location within the designated outdoor portion of the public food service establishment. The mandatory sign shall be not less than eight and one-half inches in width and 11 inches in height and printed in easily legible typeface of not less than 20-point font size.
- (k) At all times while the designated outdoor portion of the public food service establishment is available to patrons/guests and their dogs, at least one sign shall be posted in a conspicuous and public location near the entrance to the designated outdoor portion of the public food service establishment, the purpose of which shall be to place patrons/guests on notice that the designated outdoor portion of the public food service establishment is currently available to patrons/guests accompanied by their dog or dogs. The mandatory sign shall be not less than eight and one-half inches in width and 11 inches in height and printed in easily legible typeface of not less than 20-point font size.
- (l) Dogs shall not be permitted to travel through indoor or undesignated outdoor portions of the public food service establishment, and ingress and egress to the designated outdoor portions of the public food service establishment shall not require entrance into or passage through any indoor or undesignated outdoor portion of the public food service establishment.
- (d) A permit issued pursuant to this part shall not be transferred to a subsequent owner upon the sale or transfer of a public food service establishment, but shall expire automatically upon such sale or transfer. The subsequent owner shall be required to reapply for a permit pursuant to this part if such owner wishes to continue to accommodate patrons'/guests' dogs.
- (e) In accordance with F.S. § 509.233(6), the administrative official shall accept and document complaints related to the dog friendly dining program within the City of Port Orange, Florida, and shall timely report to the State of Florida Division of Hotels and Restaurants all such complaints and the city's enforcement response to such complaint. The administrative official shall also timely provide the State of Florida Division of Hotels and Restaurants with a copy of all approved applications and permits issued pursuant to this part.
- (f) Any public food service establishment that fails to comply with the requirements of this part shall be guilty of violating this part of the City of Port Orange Code and shall be subject to any and all enforcement proceedings consistent with the applicable provisions of the Port Orange City Code and general law. Each day a violation exists shall constitute a distinct and separate offense.

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. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5. 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 6. This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____, 2019

Passed and adopted on second and final reading on the _____ day of _____, 2019

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



STAFF REPORT

CASE NO. 19-25000003

LDC Amendment/Chapter 16 – Dog Friendly Dining Program

REQUEST:	Amend the Land Development Code (LDC) Chapter 16 to create a dog friendly dining program.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Denial (October 24, 2019)
CITY COUNCIL:	November 19, 2019

INTRODUCTION

Recently, staff has received inquiries from local public food service establishment's¹ (i.e. restaurant) if the City has adopted a Dog Friendly Dining Program to allow dogs to be in an outdoor seating/dining area. Some restaurant owners believe allowing an outdoor dog friendly seating/dining area creates a fun environment and brings in more customers. According to 509.233, Florida Statutes, a local government can establish a local exemption procedure to the Food and Drug Administration's Food Code to allow dogs to be in a restaurant's outdoor seating/dining area. To establish the local exemption, the City must approve regulations within its Land Development Code for restaurants that choose to offer dog friendly dining areas to follow. However, if a local government does not want to permit any restaurant in the City with having dogs in their outdoor seating/dining areas, then no action is required as it would be prohibited according to 509.233, Florida Statutes. Several Florida communities have adopted similar programs, such as Orlando, Mount Dora, Winter Garden, Edgewood, Pasco County, Volusia County, Seminole County, Orange County, etc.

PROPOSED AMENDMENT

The proposed amendment would create a new section of the Land Development Code to provide restaurant owners the option to designate their outdoor seating/dining area as dog-friendly dining areas. The proposed amendment applies to outdoor seating/dining areas only for "public food service establishments" as defined by 509.013(5)(a), Florida Statutes¹. The proposed

¹ "Public food service establishment" means any building, vehicle, place, or structure, or any room or division in a building, vehicle, place, or structure where food is prepared, served, or sold for immediate consumption on or in the vicinity of the premises; called for or taken out by customers; or prepared prior to being delivered to another location for consumption. [exceptions listed in F.S.]

amendment only pertains to dogs (defined as an animal of the subspecies *Canis lupus familiaris*) and no other animals. Pursuant to State Law, the amendment requires only restaurants that choose to allow dogs within their outdoor seating/dining area to apply for a permit to allow patrons' dogs within their outdoor seating/dining area. Patrons' dogs would be prohibited inside food service establishments, including traveling through the establishment, with the exception of service animals, as defined in Section 50-1, City of Port Orange Code of Ordinances, and police K-9 units used for law enforcement. The following application and code requirements would only apply to a restaurant that wants to allow dogs in their outdoor seating/dining area:

- Submittal of an application which will include contact information, a diagram of the designated area, and the hours of operation that patrons' dogs will be permitted in the designated area of the restaurant's outdoor seating/dining area.
- Signage must be posted to notify the public that the designated area is available for patrons with dogs.
- Dogs must be kept on a leash and under reasonable control.
- Dogs must be wearing current rabies tags.
- Dogs shall not be allowed on chairs, tables, or other furnishings.
- Restaurant employees must adhere to specific sanitary regulations.
- Accidents involving dog waste must be cleaned immediately and the area sanitized with an approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor area.
- The permit will expire upon sale or closure of the restaurant. Subsequent restaurant owners may apply for a permit should they desire to continue to allow patrons' dogs in a designated outdoor seating/dining area of the restaurant.
- Permit shall be renewed annually.
- Any restaurant that fails to comply with the dog requirements of the Dog Friendly Dining Program shall be cited for violating this part of the LDC and will be subject to any and all enforcement proceedings consistent with the applicable provisions of the City Code and general law.
- A permit may be revoked for failure to adhere to the specified regulations.

The proposed amendment has been reviewed and approved by Animal Control and the City Attorney's Office. If approved, a minimal amount of staff time and resources would be required for application review and permitting/enforcement process. Annual renewal notices would be processed concurrent with annual Business Tax renewal notices in July. Other local governments that have adopted similar regulations have established an application/permit fee ranging from \$50 - \$100.

RECOMMENDATION

Approval of the amendments to Chapter 16 of the Land Development Code, to create a dog friendly dining program.

ATTACHMENTS

Exhibit 1 – Proposed LDC Amendment to Chapters 16 (see Ordinance Exhibit)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/19/2019

Consent item: No

SUBJECT: (H20) First Reading - Ordinance No. 2019-40 - Amending Chapter 54 relating to the General Employees Retirement Plans - Modification to the General Employees Defined Contribution Plan (401A) Vesting Schedule and the participation in the Contract Defined Contribution Plan (401A) to allow City Attorney to continued participation

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-40 and attached revisions to the Money Purchase Plan and Trust Adoption Agreement and Adjustments for Plan #108499 and #108373.

SUMMARY: Attached is an ordinance amending sections of Chapter 54 - Personnel; Article VI related to the 2003 General Employee's Retirement System. This ordinance will effectuate the following changes:

- 1) The 2019-2022 negotiation session with the National Association of Government Employees (NAGE) resulted in both parties agreeing that all members participating in the General Employees 401a Defined Contribution Plan (#108373) would have the vesting schedule amended from a tiered 10 year schedule to a tiered 6 year schedule. This change does not impact the General Employees Defined Benefit Pension Plan vesting schedule.
- 2) Subject to the approval of the City Attorney contract, the intent is for the City Attorney to continue to be allowed to participate in the Contract 401a Plan (#108499) in which he currently participates, as opposed to switching to the Administrative Officials Plan. This plan provides for a contribution of 10% to their ICMA-RC plan, plus the eligibility to participate in the matching program, with the possibility of up to a total contribution of 13% from the City. Participants in this plan are automatically vested.

Attached is the corresponding ordinance amendment and revised plan document for the applicable ICMA-RC plans to be executed.

Project No.: Funding Account No.:

Presenter: Jamie Miller

ATTACHMENTS:

1.	Ord. No. 2019-40- General Employee 401 Revisions	Ord. No. 2019-40- General Employee 401 Revisions.pdf
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2.	108373 - 401(a) Plan Adjustment 2019 (1)	108373 - 401a Plan Adjustment 2019 (1).pdf
3.	108499 - 401(a) Plan Adjustment 2019 (1)	108499 401a Plan Revision 2019 (1).pdf
4.	NAGE Agreement 2019-2022 Retirement Article	NAGE Agreement 2019-2022 Retirement Article.pdf

Jamie Miller	Created/Initiated - 11/3/2019
Jamie Miller	Approved - 11/3/2019
Scott Neils	Approved - 11/4/2019
Margaret Roberts	Approved - 11/12/2019
Jake Johansson	Approved - 11/13/2019
Robin Fenwick	Final Approval - 11/13/2019

ORDINANCE NO. 2019-40

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 54, ARTICLE VI, RELATING TO THE 2003 GENERAL EMPLOYEES RETIREMENT SYSTEM; AMENDING THE CODE SECTIONS 54-175 AND 54-47; PROVIDING FOR A MODIFICATION TO THE GENERAL EMPLOYEES 401(A) VESTING SCHEDULE IN ACCORDANCE WITH PLAN DOCUMENTS; PROVIDING FOR AN AMENDMENT TO THE PARTICIPATION OF THE CONTRACT 401(A) TO INCLUDE THE CITY ATTORNEY; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida (the "City") has entered into a collective bargaining agreement with the National Association of Government Employees, Local 5000, for the period of October 1, 2019 through September 30, 2022; and

WHEREAS, the collective bargaining agreement contains certain changes to the 2003 General Employee's Retirement System, specifically the General Employees 401(a) Defined Contribution Plan (108373); and

WHEREAS, an amendment to Chapter 54 of the City Code is necessary to implement the changes to the 2003 General Employees' Retirement System as contained in the collective bargaining agreement; and

WHEREAS, the City has also negotiated a contract with the City Attorney which requires modifications to the plan document to allow continued participation in the Contract 401(a) Defined Contribution Plan (108499) and applicable matching; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text; and

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

Section 1. The City Council of the City of Port Orange hereby amends the Code of Ordinances, Chapter 54, Personnel, Article VI, 2003 General Employee's Retirement System, Section 54-175, amending the vesting schedule set forth in section (e) as follows:

<u>Vesting service</u>	<u>Vested percentage</u>
Less than 5 years	0%
5 years but less than 6	25%
6 years but less than 7	40%
7 years but less than 8	55%
8 years but less than 9	70%
9 years but less than 10	85%
10 years or more	100%

<u>Vesting service</u>	<u>Vested percentage</u>
<u>Less than 2 years</u>	<u>0%</u>
<u>2 years but less than 3</u>	<u>20%</u>
<u>3 years but less than 4</u>	<u>40%</u>
<u>4 years but less than 5</u>	<u>60%</u>
<u>5 years but less than 6</u>	<u>80%</u>
<u>6 years or more</u>	<u>100%</u>

Section 2. The City Council of the City of Port Orange hereby amends the Code of Ordinances, Chapter 54, Personnel, Article III, General Employee's Retirement System, Section 54-47, subsection (d)(4) to read as follows:

(4) The city council has adopted the International City Management Association Retirement Corporation (ICMA-RC) Money Purchase Plan and Trust effective October 1, 2003, for contract employees. Such plan shall be available to contract employees of the city, including the city attorney, assistant department heads, division heads, and supervisors designated by the city manager and approved by the city council, who waive participation in the City of Port Orange General Employees' Defined Benefit Retirement Plan as amended and restated effective October 1, 2003, and other city or state retirement plans to which the city makes contributions, and who enroll in the ICMA-RC Money Purchase Plan and Trust for contract employees. City contributions to the ICMA-RC Money Purchase Plan and Trust for contract employees shall be in such percentages or amounts as are specified in the adoption agreement for such plan, or as otherwise authorized by the city council. For purposes of this paragraph contract employees shall exclude the mayor, city council members, city manager, assistant city manager, ~~city attorney~~, assistant city attorney, and department heads.

Section 3. 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. All ordinances or parts of ordinances in conflict with 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, 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 6. This ordinance amendment shall take effect upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, City Clerk

Passed on first reading on the _____ day of _____, 2019

Passed and adopted on second and final reading on the _____ day of _____, 2019

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

ICMA RETIREMENT CORPORATION

GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Plan Number 108373 _____

The Employer hereby establishes a Money Purchase Plan and Trust to be known as CITY OF PORT ORANGE (FPDP)
(the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

☒ Yes

☐ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

CITY OF PORT ORANGE (FPDP)

I. Employer: CITY OF PORT ORANGE (FPDP)

II. Effective Dates

- ☒ 1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than January 1, 2007.)

- ☐ 2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

III. Plan Year will mean:

☐ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

☒ The twelve (12) consecutive month period commencing on 10/01 and each anniversary thereof.

IV. Normal Retirement Age shall be age 55.0 (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
☐ All Full Time Employees
☐ Salaried Employees
☐ Non union Employees
☐ Management Employees
☐ Public Safety Employees
☐ General Employees
☒ Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) See attached

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

- ☒ A. Employer Contributions. The Employer shall contribute on behalf of each Participant 10 % of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).
Mandatory Participant Contributions

☐ are required ☒ are not required

to be eligible for this Employer Contribution.

- ☐ B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☐ Yes ☒ No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☒ No

Contribution Schedule.

- (i) _____ % of Earnings,
(ii) \$ _____ , or
(iii) a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

- ☐ C. Election Window (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of 30 days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- ☐ A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____ % of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.
- ☒ B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):
0.5 % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

¹ Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or 3% of Earnings, whichever is _____ more or _____ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

☐

Yes

☒

No (***"No" is the default provision under the Plan if no selection is made.***)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BIWEEKLY

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BIWEEKLY

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

☐

Yes

☒

No (***"Yes" is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐

Yes

☒

No (***"No" is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime
☐ Yes ☒ No
2. Bonuses
☐ Yes ☒ No
3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

☐ Effective Date is _____.

(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.

☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: _____

3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____

(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested
Zero	0 %
One	0 %
Two	20 %
Three	40 %
Four	60 %
Five	80 %
Six	100 %
Seven	%
Eight	%
Nine	%
Ten	%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- ☐ Normal Retirement Age
☒ Age 70½ (***“70½” is the default provision under the Plan if no selection is made.***)
☐ Alternate age (after Normal Retirement Age): _____
☐ Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- ☐ Yes ☒ No (***“Yes” is the default provision under the plan if no selection is made.***)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- ☐ Yes ☒ No (***“No” is the default provision under the Plan if no selection is made.***)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- ☐ Yes ☒ No (***“No” is the default provision under the Plan if no selection is made.***)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- ☐ Yes ☒ No (***“No” is the default provision under the Plan if no selection is made.***)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☒ 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- ☒ All Eligible Employees
- ☐ Other: _____

Final Pay shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☒ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):

- ☐ 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ 0 % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- ☒ 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to 100 % (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

☒ All Eligible Employees

☐ Other: _____

Accrued Leave shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☒ C. Accrued unpaid vacation and sick leave

☐ D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

☐ 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

☒ 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to 100 % (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _____, 20_____.

EMPLOYER

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
BRC000-214-21268-201405-W1303

Attachment

401(A) Plan 108373 Adoption Agreement Adjustments

Section V. ELIGIBILITY REQUIREMENTS should read as such:

General Employees - Members in the City of Port Orange General Employees' Retirement System hired prior to October 1, 2003 who have waived participation in the n/k/a General Employees Defined Benefit Retirement Plan; positions not included in a certified bargaining unit hired on or after October 1, 2010; and positions in the Coastal Florida Public Employees Association, Local 5000 bargaining unit, hired on or after January 1, 2012 and who have elected to participate in Plan #108373, the General Employees Defined Contribution Retirement Plan.

Section VI. CONTRIBUTION PROVISIONS 2. B. should read as such:

Variable Employer Match of Voluntary Participant Contributions. The Employer shall contribute on behalf of each participant an amount determined as follows (subject to the limitations of Article V of the Plan):

0.5% of the Voluntary Participant Contributions made by the Participant to the 457 Deferred Compensation Plan for the Plan Year (not including Participant contributions exceeding ____% of Earnings or \$ ____);

PLUS ____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate ____% of Earnings or \$ ____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed

\$ ____ or up to 3 % of Earnings, whichever is ____ more or ____ less.

Section XIV. ACCRUED LEAVE CONTRIBUTIONS 2. Employee Designated Accrued Leave Contribution Should read as such:

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute ____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to 100 % of the allowable amount (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

ICMA RETIREMENT CORPORATION

GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Plan Number 108499 _____

The Employer hereby establishes a Money Purchase Plan and Trust to be known as CITY OF PORT ORANGE (FPDP)
(the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

☒ Yes

☐ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

CITY OF PORT ORANGE (FPDP)

I. Employer: CITY OF PORT ORANGE (FPDP)

II. Effective Dates

- ☒ 1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than January 1, 2007.)

- ☐ 2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

Eligibility requirements and Accrued Leave Contributions amended 10/1/2010

(Note provision and effective date.)

III. Plan Year will mean:

☐ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

☒ The twelve (12) consecutive month period commencing on 10/01 and each anniversary thereof.

IV. Normal Retirement Age shall be age 55.0 (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
☐ All Full Time Employees
☐ Salaried Employees
☐ Non union Employees
☐ Management Employees
☐ Public Safety Employees
☐ General Employees
☒ Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) See attached

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

- ☒ A. Employer Contributions. The Employer shall contribute on behalf of each Participant 10 % of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).
Mandatory Participant Contributions

☐ are required ☒ are not required

to be eligible for this Employer Contribution.

- ☐ B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☐ Yes ☒ No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☒ No

Contribution Schedule.

- (i) _____ % of Earnings,
(ii) \$ _____ , or
(iii) a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

- ☒ C. Election Window (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of 30 days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- ☐ A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____ % of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

- ☒ B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

0.5 % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

¹ Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or 3% of Earnings, whichever is _____ more or _____ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

☐

Yes

☒

No (***"No" is the default provision under the Plan if no selection is made.***)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BIWEEKLY

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BIWEEKLY

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

☐

Yes

☒

No (***"Yes" is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐

Yes

☒

No (***"No" is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime
☐ Yes ☒ No
2. Bonuses
☐ Yes ☒ No
3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:
☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)
2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

☐ Effective Date is _____.

(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.
☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: _____
3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____

(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested
Zero	100 %
One	%
Two	%
Three	%
Four	%
Five	%
Six	%
Seven	%
Eight	%
Nine	%
Ten	%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- ☐ Normal Retirement Age
☒ Age 70½ (***“70½” is the default provision under the Plan if no selection is made.***)
☐ Alternate age (after Normal Retirement Age): _____
☐ Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- ☐ Yes ☒ No (***“Yes” is the default provision under the plan if no selection is made.***)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- ☐ Yes ☒ No (***“No” is the default provision under the Plan if no selection is made.***)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- ☐ Yes ☒ No (***“No” is the default provision under the Plan if no selection is made.***)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- ☐ Yes ☒ No (***“No” is the default provision under the Plan if no selection is made.***)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☒ 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- ☒ All Eligible Employees
- ☐ Other: _____

Final Pay shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☒ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):

- ☐ 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ 0 % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- ☒ 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to 100 % (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

☒ All Eligible Employees

☐ Other: _____

Accrued Leave shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☒ C. Accrued unpaid vacation and sick leave

☐ D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

☐ 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

☒ 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to 100 % (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _____, 20_____.

EMPLOYER

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
BRC000-214-21268-201405-W1303

401(A) Plan 108499 Adoption Agreement Adjustments

Section V. ELIGIBILITY REQUIREMENTS should read as such:

Employees ~~hired-on under or currently~~ covered under ~~individual fixed-term~~ written contracts hired prior to October 1, 2010 who waived participation in the General Employees Defined Benefit Retirement Plan and employees covered under ~~fixed-term~~ individual written contracts hired after to October 1, 2010.

Section VI. CONTRIBUTION PROVISIONS 2. B. should read as such:

Variable Employer Match of Voluntary Participant Contributions. The Employer shall contribute on behalf of each participant an amount determined as follows (subject to the limitations of Article V of the Plan):

0.5% of the Voluntary Participant Contributions made by the Participant to the 457 Deferred Compensation Plan for the Plan Year (not including Participant contributions exceeding ____% of Earnings or \$ _____);

PLUS ____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate ____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed

\$ _____ or up to 3 % of Earnings, whichever is ____ more or ____ less.

Section XIV. ACCRUED LEAVE CONTRIBUTIONS 2. Employee Designated Accrued Leave Contribution Should read as such:

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute ____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to 100 % of the allowable amount (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

ARTICLE 29
RETIREMENT PLAN

29.1 The parties hereto recognize that in accordance with Chapter 54, Article III, Code of Ordinances, City of Port Orange, the employees in the Bargaining Unit are participants in a General Employees Defined Benefit Plan, an International City Management Association Retirement Corporation (ICMA-RC) Section 401a Defined Contribution Plan, or an ICMA-RC Deferred Compensation (457) Plan as their primary plan. In addition, employees may participate in the ICMA-RC Deferred Compensation (457) or Roth IRA plan currently offered by the City for additional retirement opportunities.

29.2 For those employees covered under the Defined Benefit Plan, the employee mandatory contribution as of ratification of this agreement is 7.5%. The City will contribute the amount determined appropriate by the City to keep the plan actuarially sound.

29.3 All new bargaining unit members shall only have the option of participating in the ICMA-RC Section 401a Defined Contribution Plan as their primary retirement plan.

29.4 For those employees covered under the Defined Contribution Plan, the employee will not have a mandatory contribution. The City will contribute 10% of the employee's base wage. Additionally, for employees not covered by the Defined Benefit plan, for each 1% of employee contribution, the City will contribute an additional ½ of 1% to a maximum of an additional contribution of 3% by the City.

29.5 The parties agree to amend the Retirement Plan following the adoption the Ordinance implementing this Article, with changes to benefits effective the first of the month following the adoption of the ordinance as follows:

- A. For the International City Management Association Retirement Corporation (ICMA-RC) Section 401a Defined Contribution Plan only, the vesting schedule will be amended based on the schedule below.

<u>Year Completed</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
<u>Current Plan</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>25%</u>	<u>40%</u>	<u>55%</u>	<u>70%</u>	<u>85%</u>	<u>100%</u>
<u>Proposed Plan</u>	<u>0%</u>	<u>20%</u>	<u>40%</u>	<u>60%</u>	<u>80%</u>	<u>100%</u>				



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/19/2019

Consent item: No

SUBJECT: (H21) Resolution No. 19-72 - Budget Appropriation - FY19 Budget Execution Review - Final Year End True-Up

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 19-72.

SUMMARY: City staff has completed a review of the budget execution for the fiscal year ending September 30, 2019 . The attached budget resolution provides for the recognition of the budget changes recommended based on this review.

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

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Reso. No. 19-72 FY20 Final Budget Execution Review - CC Mtg 11-19-19 (1)	Reso. No. 19-72 FY20 Final Budget Execution Review - CC Mtg 11-19-19 (1).pdf
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Kevin Fall
Scott Neils
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 10/7/2019
Approved - 11/13/2019
Approved - 11/14/2019
Approved - 11/14/2019
Final Approval - 11/14/2019

RESOLUTION NO. 19-72

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING AND CAPITAL FUNDS FOR VARIOUS
CITY OPERATIONS FOR FISCAL YEAR 2019;
SETTING FORTH REVENUES AND EXPENDITURES;
AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

COMPOSITE EXHIBIT A**Resolution No. 19-72**

FY2019 **General Fund (001)**
PREPARED: **November 13, 2019**
FINANCE: **Finance Staff**

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
Admin Fee on Impact Fees - Fire (311)	1,828
Admin Fee on Impact Fees - Transportation - (312)	584
Admin Fee on Impact Fees - Water and Sewer - (405)	7,887
Admin Fee on Impact Fees - Recreation - (611)	10,786
Total for Admin Fee	21,085
ICMA Forfeitures	49,315
TOTAL REVENUES:	70,400

EXPENDITURES:

EXPENDITURES	70,400
TOTAL EXPENDITURES:	70,400

***To budget for additional administrative fees due to greater than anticipated revenue and ICMA Forfeiture Rev to cover unanticipated expenditures related to Hurricane Dorian**

COMPOSITE EXHIBIT A**Resolution No. 19-72**

FY2019 **Fire Impact Fee Fund (311)**
PREPARED: **November 13, 2019**
FINANCE: **Finance Staff**

	BUDGET
	INCREASE(DECREASE)

REVENUES:

Appropriated Equity	<u>1,828</u>
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TOTAL REVENUES:	<u><u>1,828</u></u>
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EXPENDITURES:

Fire Services	<u>1,828</u>
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TOTAL EXPENDITURES:	<u><u>1,828</u></u>
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***To budget for additional administrative fees due to greater than anticipated revenue.**

COMPOSITE EXHIBIT A**Resolution No. 19-72**

FY2019 **Transportation Impact Fees Fund (312)**
PREPARED: **November 13, 2019**
FINANCE: **Finance Staff**

	BUDGET
	INCREASE(DECREASE)

REVENUES:

Appropriated Equity	584
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TOTAL REVENUES:	584
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EXPENDITURES:

Transportation	584
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TOTAL EXPENDITURES:	584
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***To budget for additional administrative fees due to greater than anticipated revenue.**

COMPOSITE EXHIBIT A

Resolution No. 19-72

FY2019
PREPARED:
FINANCE:

Water & Sewer Impact Fee Fund 405
November 13, 2019
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

Impact Fees	<u>7,887</u>
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TOTAL REVENUES:	<u><u>7,887</u></u>
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EXPENDITURES:

Water and Sewer	<u>7,887</u>
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TOTAL EXPENDITURES:	<u><u>7,887</u></u>
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***To budget for additional administrative fees due to greater than anticipated revenue.**

COMPOSITE EXHIBIT A**Resolution No. 19-72**

FY2019 **Solid Waste Fund (410)**
PREPARED: **November 13, 2019**
FINANCE: **Finance Staff**

	BUDGET
	INCREASE(DECREASE)

REVENUES:

Appropriated Equity	<u>226,455</u>
TOTAL REVENUES:	<u><u>226,455</u></u>

EXPENDITURES:

Contract Services	<u>226,455</u>
TOTAL EXPENDITURES:	<u><u>226,455</u></u>

***To budget for unanticipated increases in contracted services (Waste Pro) to cover balance of FY19.**

COMPOSITE EXHIBIT A

Resolution No. 19-72

FY2019 **Recreation Impact Fee Fund 611**
PREPARED: **November 13, 2019**
FINANCE: **Finance Staff**

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
Impact Fees	10,786
TOTAL REVENUES:	10,786
<u>EXPENDITURES:</u>	
Recreation	10,786
TOTAL EXPENDITURES:	10,786

***To budget for additional administrative fees due to greater than anticipated revenue.**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/19/2019

Consent item: No

SUBJECT: (H22) Resolution No. 19-73 - Budget Appropriation - FY19 Carryover of Open Encumbrances and Project Budgets

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 19-73.

SUMMARY: Budget appropriations lapsed when the City's fiscal year ended on September 30, 2019. The attached Resolution re-establishes appropriations for funding open purchase orders and projects that were either not completed or started by the fiscal year end. These carryover appropriation re-establish proper budget funding and budgetary alignment of projects. The operating funds have the required equity balances after appropriations by this resolution.

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Reso. No. 19-73 FY20 Encumbrance and Project Carryover - CC Mtg 11-19-19	Reso. No. 19-73 FY20 Encumbrance and Project Carryover - CC Mtg 11-19-19 Draft (1).pdf
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Kevin Fall
Scott Neils
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 10/7/2019
Approved - 11/13/2019
Approved - 11/14/2019
Approved - 11/14/2019
Final Approval - 11/14/2019

RESOLUTION NO. 19-73

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING FUNDS FOR PROJECT CARRY OVER AND OPEN ENCUMBRANCE CARRY OVER FUNDS FROM FISCAL YEAR 2019 TO FISCAL YEAR 2020 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange has certain projects initiated prior to the fiscal year commencing October 1, 2019, which remain incomplete and will carry over from the current fiscal year to the ensuing fiscal year; and

WHEREAS, the City Council desires to appropriate the necessary carry over funds for the continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

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

Section 1. The project carry over funds and funds encumbered with open Purchase Orders are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects for the fiscal year 2020 budget.

Section 2. The budget items adopted in the preceding section shall govern the expenditures relating to such items for the City during the ensuing fiscal year effective October 1, 2019 through September 30, 2020.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures

specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

Fund #	Am ount
001	612,730
106	82,900
109	321,012
110	465,450
301	2,768,382
306	213,495
311	71,654
312	413,351
314	348,034
317	3,287,149
401	4,490,393
403	5,462,549
405	4,606,060
410	334,395
412	4,559,555
416	7,016
420	6,185
450	9,589
501	21,706
503	11,361
504	250
505	1,734,414
506	170,938
607	505,000
611	959,750
621	103
TOTAL	31,463,420

Resolution No. 19-73

FY2020 **General Fund (#001)**
PREPARED: **November 11, 2019**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	612,730
TOTAL REVENUES:	612,730
<u>EXPENDITURES:</u>	
Non Departmental	157,812
City Manager	26,202
Legal	64,509
City Clerk	198
Finance	26,808
Human Resources	6,275
Community Development	13,546
Fire Department	62,024
Police Department	31,206
Public Works	17,551
Parks Maintenance	160,803
Recreation	13,797
Athletics	32,000
TOTAL EXPENDITURES:	612,730

COMPOSITE EXHIBIT A

Resolution No. 19-73

FY2020
PREPARED: Recreation Facilities (#106)
FINANCE: November 11, 2019
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	<u>82,900</u>
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TOTAL REVENUES:	<u><u>82,900</u></u>
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EXPENDITURES:

Non-Departmental	<u>82,900</u>
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TOTAL EXPENDITURES:	<u><u>82,900</u></u>
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COMPOSITE EXHIBIT A

Resolution No. 19-73

FY2020
PREPARED: Building Special Revenue (#109)
FINANCE: November 11, 2019
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	<u>321,012</u>
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TOTAL REVENUES:	<u><u>321,012</u></u>
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EXPENDITURES:

CD Building	<u>321,012</u>
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TOTAL EXPENDITURES:	<u><u>321,012</u></u>
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COMPOSITE EXHIBIT A

Resolution No. 19-73

FY2020
PREPARED: CDBG Special Revenue (#110)
FINANCE: November 11, 2019
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

Federal grants	<u>465,450</u>
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TOTAL REVENUES:	<u><u>465,450</u></u>
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EXPENDITURES:

CDBG Expense	<u>465,450</u>
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TOTAL EXPENDITURES:	<u><u>465,450</u></u>
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COMPOSITE EXHIBIT A**Resolution No. 19-73**

FY2020
PREPARED:
FINANCE:

Capital Projects Fund #(301)
November 11, 2019
Finance Staff

		BUDGET
		INCREASE(DECREASE)
<u>REVENUES:</u>		
FDOT LAP 435591-1-58/68-01		233,368
*Dunlawton Street Light Improvement - City Project AIO016		
APPROPRIATED EQUITY		2,535,014
TOTAL REVENUES:		2,768,382
<u>EXPENDITURES:</u>		
Public Works - Grants		233,368
Public Works		2,535,014
TOTAL EXPENDITURES:		2,768,382

COMPOSITE EXHIBIT A

Resolution No. 19-73

FY2020
PREPARED: Transportation Capital Projects Fund (306)
November 11, 2019
FINANCE: Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	<u>213,495</u>
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TOTAL REVENUES:	<u><u>213,495</u></u>
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EXPENDITURES:

Public Works	<u>213,495</u>
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TOTAL EXPENDITURES:	<u><u>213,495</u></u>
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COMPOSITE EXHIBIT A

Resolution No. 19-73

FY2020
PREPARED: Fire Impact Fee Fund (#311)
FINANCE: November 11, 2019
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	<u>71,654</u>
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TOTAL REVENUES:	<u><u>71,654</u></u>
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EXPENDITURES:

Public Works	<u>71,654</u>
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TOTAL EXPENDITURES:	<u><u>71,654</u></u>
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COMPOSITE EXHIBIT A**Resolution No. 19-73**

FY2020
PREPARED: **Transportation Impact Fee Fund (#312)**
FINANCE: **November 11, 2019**
 Finance Staff

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
 FDOT LAP Revenue 435539-1-38-01	4,177
*North Spruce Creek Road Sidewalk - City Project OMI017	
 APPROPRIATED EQUITY	409,174
 TOTAL REVENUES:	413,351
 <u>EXPENDITURES:</u>	
 Public Works - Grants	4,177
Public Works	409,174
 TOTAL EXPENDITURES:	413,351

COMPOSITE EXHIBIT A

Resolution No. 19-73

FY2020
PREPARED: 2006 GO Bond Construction (#314)
FINANCE: November 11, 2019
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	348,034
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TOTAL REVENUES:	348,034
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EXPENDITURES:

Non-Departmental	348,034
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TOTAL EXPENDITURES:	348,034
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COMPOSITE EXHIBIT A**Resolution No. 19-73**

FY2020
PREPARED:
FINANCE:

General Capital Projects Fund #(317)
November 11, 2019
Finance Staff

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
FDOT JPA 43785415801	850,000
*Dunlawton Medians - City Project AIO022	
FIND Grant VOPO17-123E	70,370
*North Pier Causeway Docks - City Project QPC081	
Inter-Governmental Grant - Inter-Local Agreement with NSI	800,000
*Public Safety Training Facility - City Project CNE009	
APPROPRIATED EQUITY	1,566,779
TOTAL REVENUES:	3,287,149
<u>EXPENDITURES:</u>	
NON-DEPARTMENTAL - GRANTS	1,720,370
NON-DEPARTMENTAL	1,566,779
TOTAL EXPENDITURES:	3,287,149

COMPOSITE EXHIBIT A**Resolution No. 19-73**

FY2020
PREPARED:
FINANCE:

Water Sewer Operating Fund (#401)
November 11, 2019
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:**APPROPRIATED EQUITY**

4,490,393**TOTAL REVENUES:**

4,490,393

EXPENDITURES:

Customer Service	62,603
Water Production	190,451
Non-Departmental	2,148,076
Wastewater Treatment	1,597,716
Meter Shop	13,002
Water/Sewer Distribution	391,057
Administration	83,386
Warehouse	4,102

TOTAL EXPENDITURES:

4,490,393

Resolution No. 19-73

FY2020 **WS R&R Fund (#403)**
PREPARED: **November 11, 2019**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	5,462,549
TOTAL REVENUES:	5,462,549
<u>EXPENDITURES:</u>	
Water Production	611,685
Non-Departmental	289,616
Wastewater Treatment	3,308,479
Water/Sewer Distribution	1,252,769
TOTAL EXPENDITURES:	5,462,549

COMPOSITE EXHIBIT A

Resolution No. 19-73

FY2020	WS Impact Fund (#405)
PREPARED:	November 11, 2019
FINANCE:	Finance Staff

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	4,606,060
TOTAL REVENUES:	4,606,060
<u>EXPENDITURES:</u>	
Water Production	458,552
Wastewater Treatment	2,274,226
Water/Sewer Distribution	1,873,282
TOTAL EXPENDITURES:	4,606,060

COMPOSITE EXHIBIT A

Resolution No. 19-73

FY2020
PREPARED:
FINANCE:

Solid Waste Fund (#410)
November 11, 2019
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	334,395
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TOTAL REVENUES:	334,395
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EXPENDITURES:

Solid Waste	334,395
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TOTAL EXPENDITURES:	334,395
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COMPOSITE EXHIBIT A**Resolution No. 19-73**

FY2020
PREPARED:
FINANCE:

Drainage Fund (#412)
November 11, 2019
Finance Staff

	BUDGET
	INCREASE(DECREASE)
<u>REVENUES:</u>	
Grants	2,144,250
*Flood Mitigation Virginia/Monroe - City Project DIP059	
APPROPRIATED EQUITY	2,415,305
TOTAL REVENUES:	4,559,555
<u>EXPENDITURES:</u>	
Drainage - Grants	2,144,250
Drainage	2,415,305
TOTAL EXPENDITURES:	4,559,555

COMPOSITE EXHIBIT A

Resolution No. 19-73

FY2020
PREPARED:
FINANCE:

Wetland Mitigation Fund (#416)
November 11, 2019
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	7,016
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TOTAL REVENUES:	7,016
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EXPENDITURES:

Wetland Mitigation	7,016
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TOTAL EXPENDITURES:	7,016
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Resolution No. 19-73

FY2020 Forestry Fund (#420)
PREPARED: November 11, 2019
FINANCE: Finance Staff

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	6,185
TOTAL REVENUES:	6,185
<u>EXPENDITURES:</u>	
Forestry	6,185
TOTAL EXPENDITURES:	6,185

COMPOSITE EXHIBIT A

Resolution No. 19-73

FY2020
PREPARED:
FINANCE:

Golf Course Fund (#450)
November 11, 2019
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	9,589
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TOTAL REVENUES:	9,589
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EXPENDITURES:

Non-Departmental	9,589
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TOTAL EXPENDITURES:	9,589
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COMPOSITE EXHIBIT A

Resolution No. 19-73

FY2020
PREPARED:
FINANCE:

Information Technology Fund (#501)
November 11, 2019
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	21,706
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TOTAL REVENUES:	21,706
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EXPENDITURES:

Information Technology	21,706
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TOTAL EXPENDITURES:	21,706
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COMPOSITE EXHIBIT A

Resolution No. 19-73

FY2020
PREPARED:
FINANCE:

Vehicle Maintenance Fund (#503)
November 11, 2019
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	11,361
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TOTAL REVENUES:	11,361
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EXPENDITURES:

Vehicle Maintenance	11,361
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TOTAL EXPENDITURES:	11,361
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COMPOSITE EXHIBIT A

Resolution No. 19-73

FY2020
PREPARED:
FINANCE:

Risk Management Fund (#504)
November 11, 2019
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	250
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TOTAL REVENUES:	250
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EXPENDITURES:

Vehicle Maintenance	250
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TOTAL EXPENDITURES:	250
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COMPOSITE EXHIBIT A

Resolution No. 19-73

FY2020
PREPARED:
FINANCE:

Lease & Replacement Fund (#505)
November 11, 2019
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	<u>1,734,414</u>
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TOTAL REVENUES:	<u><u>1,734,414</u></u>
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EXPENDITURES:

Capital Expenditures	<u>1,734,414</u>
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TOTAL EXPENDITURES:	<u><u>1,734,414</u></u>
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COMPOSITE EXHIBIT A

Resolution No. 19-73

FY2020
PREPARED:
FINANCE:

Building Maintenance Fund (#506)
November 11, 2019
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	170,938
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TOTAL REVENUES:	170,938
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EXPENDITURES:

Building Maintenance Dept	170,938
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TOTAL EXPENDITURES:	170,938
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COMPOSITE EXHIBIT A

Resolution No. 19-73

FY2020
PREPARED:
FINANCE:

Police Forfeiture Fund (#607)
November 11, 2019
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	505,000
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TOTAL REVENUES:	505,000
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EXPENDITURES:

Police Services	505,000
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TOTAL EXPENDITURES:	505,000
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COMPOSITE EXHIBIT A

Resolution No. 19-73

FY2020 Recreation Impact Fund (#611)
PREPARED: November 11, 2019
FINANCE: Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	<u>959,750</u>
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TOTAL REVENUES:	<u><u>959,750</u></u>
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EXPENDITURES:

Recreation Dept.	<u>959,750</u>
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TOTAL EXPENDITURES:	<u><u>959,750</u></u>
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COMPOSITE EXHIBIT A

Resolution No. 19-73

FY2020 Recreation Scholarship Fund (#621)
PREPARED: November 11, 2019
FINANCE: Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	<u>103</u>
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TOTAL REVENUES:	<u><u>103</u></u>
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EXPENDITURES:

Recreation Dept.	<u>103</u>
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TOTAL EXPENDITURES:	<u><u>103</u></u>
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Open Encumbrance and Project Balance Carryover Listing from FY19 to FY20							
ACCOUNT #	AMOUNT	PROJECT #	PROJECT DESC/VENDOR NAME	PO #	ENC DATE	VENDOR #	PO'S ONLY - ALL
001-1000-519.52-02	16,757.47		MANSFIELD OIL COMPANY	075033	7/8/2019	259650	16,757.47
001-1000-519.52-17	22,870.00	ZCV002	CM HISTORIC TREE MITIGATN				
001-1000-519.52-19	395.00	AIO021	CM YOUTH ADVISORY BOARD				
001-1000-519.52-19	2,889.10	QPC046	R Veteran'sPrkBrick/TreeP				
001-1000-519.63-97	900.00	ZMI003	CM CITY TELEVISION STA				
001-1000-519.99-50	114,000.00	AIO036	CM Early Retirement Prog				
Non-Departmental Total:	157,811.57						16,757.47
001-1200-512.31-65	16,660.00	ZEM019	CM HURRICANE DORIAN 2019	075171	8/30/2019	252515	16,660.00
001-1200-512.40-10	745.00	AIO037	CM Change Mgmt Certifictn				
001-1200-512.48-04	425.00		WSBB RADIO AM 1230 (DBA)	73185	10/1/2018	0258644	425.00
001-1200-512.48-04	425.00		WSBB RADIO AM 1230 (DBA)	74669	2/11/2019	0258644	425.00
001-1200-512.64-00	7,947.00	ZMI003	CM CITY TELEVISION STA				
City Manager Total:	26,202.00						17,510.00
001-1300-514.31-12	6,610.00		DORAN SIMS WOLFE & CIOCCHETTI	74800	4/2/2019	0000113	6,610.00
001-1300-514.31-12	1,000.00		COLUMBIA TITLE RESEARCH CORP	74368	11/14/2018	0251064	1,000.00
001-1300-514.31-12	1,000.00		VOLUSIA REPORTING COMPANY	74367	11/14/2018	0251674	1,000.00
001-1300-514.31-12	636.25		KINSEY, VINCENT, PYLE, P.L.	74798	4/2/2019	0251860	636.25
001-1300-514.31-12	21,695.70		ALLEN, NORTON & BLUE, P.A.	74768	3/19/2019	0252883	21,695.70
001-1300-514.31-12	11,725.50		LEWIS, LONGMAN & WALKER, P.A.	74447	12/5/2018	0253613	11,725.50
001-1300-514.31-12	3,000.00		BRYANT MILLER & OLIVE, P.A.	74350	11/12/2018	0257679	3,000.00
001-1300-514.31-12	3,000.00		DEAN, RINGERS, MORGAN & LAWTC	74356	11/13/2018	0258970	3,000.00
001-1300-514.31-12	2,000.00		RUTLEDGE ECENIA, P.A.	74407	11/21/2018	0259202	2,000.00
001-1300-514.31-12	4,695.00		GRAY ROBINSON, P.A.	74351	11/12/2018	0259689	4,695.00
001-1300-514.31-14	3,000.00		KINSEY, VINCENT, PYLE, P.L.	75183	9/3/2019	0251860	3,000.00
001-1300-514.31-14	3,820.00		DAVID D. FULLER, JR., P.A.	74414	11/26/2018	0259692	3,820.00
001-1300-514.34-15	1,038.70		REMEDY INTELLIGENT STAFFING LL	74519	12/26/2018	0258742	1,038.70
001-1300-514.54-01	224.40		PACER SERVICE CENTER	74638	1/29/2019	0256441	224.40
001-1300-514.54-01	1,063.01		THOMSON REUTERS - WEST (DBA)	74409	11/21/2018	0259495	1,063.01
Legal Services Total:	64,508.56						64,508.56
001-1500-513.47-00	197.94		KONICA MINOLTA BUSINESS SOLUT	74091	10/15/2018	0256028	197.94
City Clerk Total:	197.94						197.94
001-1600-513.31-13	5,905.00	ZMI074	FN FA Land Clean-Up - CPA	073861	10/1/2018	259895	5,905.00
001-1600-513.31-13	5,000.00	ZMI074	FN FA Land Clean-Up - CPA				
001-1600-513.34-15	2,177.65		REMEDY INTELLIGENT STAFFING LL	75064	7/23/2019	0258742	2,177.65
001-1600-513.40-00	1,712.00	ZMI073	FN FinanceCertifictnProg				
001-1600-513.40-10	5,288.00	ZMI073	FN FinanceCertifictnProg				
001-1600-513.46-11	723.85		KONICA MINOLTA BUSINESS SOLUT	71957	10/1/2018	0256028	723.85
001-1600-513.49-14	5,001.00	ZMI075	FN Fin Conf Room Rehab				
001-1600-513.49-20	1,000.00	ZMI075	FN Fin Conf Room Rehab				
Finance Total:	26,807.50						8,806.50
001-1700-513.31-13	310.19		SOUTHEASTERN SECURITY CONSUL	72854	10/1/2018	0256366	310.19
001-1700-513.31-13	465.00		ADVENTHEALTH CENTRA CARE (DBA)	74515	12/21/2018	0259327	465.00
001-1700-513.49-02	5,500.00	AIO035	HR PayScale Comp Software				
Human Resources Total:	6,275.19						775.19
001-1903-515.31-13	1,001.25		SLIGER & ASSOCIATES, INC.	74341	11/9/2018	0194680	1,001.25
001-1903-515.31-13	12,544.50		MEAD & HUNT, INC	74385	11/16/2018	0259730	12,544.50
CD Engineering Total:	13,545.75						13,545.75
001-3100-522.31-13	11,500.00	FIR029	F LT/BC PromotionTesting				
001-3100-522.34-13	246.75		ALTERATIONS BY LUCY	74646	1/31/2019	0259843	246.75
001-3100-522.34-14	1,800.00	FIR015	F FS73 Interior Renovatns				
001-3100-522.34-14	21,000.00	FIR019	F Stress Tests for FF				
001-3100-522.40-10	7,946.28	FIR017	F Paramedics TrainingProg	074039	10/10/2018	251585	7,946.28
001-3100-522.40-10	6,396.52	FIR017	F Paramedics TrainingProg				
001-3100-522.48-04	1,292.00	FIR023	F PubRelProg DonatedFnds				

Open Encumbrance and Project Balance Carryover Listing from FY19 to FY20							
ACCOUNT #	AMOUNT	PROJECT #	PROJECT DESC/VENDOR NAME	PO #	ENC DATE	VENDOR #	PO'S ONLY - ALL
001-3100-522.49-02	2,700.00	FIR025	F Fire Insp Hrdwr & Sftwr				
001-3100-522.49-16	469.40	FIR025	F Fire Insp Hrdwr & Sftwr				
001-3100-522.49-20	1,500.00	FIR028	F TacticalVests/SWAT Gear				
001-3100-522.52-00	1,263.82		TEN-8 FIRE EQUIPMENT	75204	9/24/2019	0250737	1,263.82
001-3100-522.52-16	339.29		BOUND TREE MEDICAL	72799	10/1/2018	0256997	339.29
001-3100-522.52-16	1,354.18		BOUND TREE MEDICAL	74075	10/11/2018	0256997	1,354.18
001-3100-522.52-17	1,245.73	FIR001	F EMS TRAINING PROGRAMS				
001-3100-522.63-97	2,970.00	FIR024	F ConfinedSpaceTrainProps	075220	9/30/2019	256845	2,970.00
Fire Rescue Total:	62,023.97						14,120.32
001-3200-521.31-13	19,360.00		HALIFAX HUMANE SOCIETY	74076	10/11/2018	0080625	19,360.00
001-3200-521.31-13	947.00		HALIFAX HUMANE SOCIETY	74533	12/27/2018	0080625	947.00
001-3200-521.31-13	79.82		EQUIFAX CREDIT INFORMATION SV	74051	10/10/2018	0252666	79.82
001-3200-521.31-13	2.28		RAVENWOOD VETERINARY CLINIC	74080	10/11/2018	0258847	2.28
001-3200-521.34-13	9,107.70		ALTERATIONS BY LUCY	74156	10/19/2018	0259843	9,107.70
001-3200-521.35-00	22.75		TD BANK, N.A.	75196	9/10/2019	0258639	22.75
001-3200-521.46-10	30.45		KONICA MINOLTA BUSINESS SOLUT	74079	10/11/2018	0256028	30.45
001-3200-521.46-10	94.75		PYE-BARKER FIRE & SAFETY, LLC	74510	12/21/2018	0259603	94.75
001-3200-521.46-18	1,169.84		COMMUNICATIONS INTERNATIONAL	74065	10/10/2018	0253493	1,169.84
001-3200-521.52-15	66.27		FEDERAL EXPRESS CORP	74088	10/11/2018	0061502	66.27
001-3200-529.34-14	325.00		MARK SOLOMON PROPERTIES INC	74300	10/31/2018	0259589	325.00
Police Total:	31,205.86						31,205.86
001-4300-541.40-10	13,300.00	DIP064	P Asset Mgmt Software Sys	074500	12/20/2018	259264	13,300.00
001-4300-541.40-10	300.00	DIP064	P Asset Mgmt Software Sys				
001-4300-541.51-00	50.98		STAPLES	74264	10/25/2018	0259590	50.98
001-4300-541.64-15	3,900.00	DIP064	P Asset Mgmt Software Sys	074500	12/20/2018	259264	3,900.00
Public Works Total:	17,550.98						17,250.98
001-4400-572.34-14	934.34		TRUGREEN	74917	5/22/2019	0254120	934.34
001-4400-572.46-16	21,000.00		CROSS COURT RESURFACING, INC.	74861	4/22/2019	0260045	21,000.00
001-4400-572.49-20	13,440.00	QPC054	R PARKS FURNISHINGS				
001-4400-572.63-97	4,637.00	QPC063	R Court Renovations				
001-4400-572.63-97	42,836.00	QPC067	R Fence,Dugout,Bkstp Rplc	075081	7/29/2019	260073	42,836.00
001-4400-572.63-97	55,664.00	QPC067	R Fence,Dugout,Bkstp Rplc				
001-4400-572.63-97	10,000.00	QPC074	R Playground Replacements				
001-4400-572.64-00	12,291.84		DEERE&COMPANY AG&TURF CBD GC	75123	8/14/2019	0251937	12,291.84
Parks Maintenance Total:	160,803.18						77,062.18
001-5100-572.49-19	3,201.00	QPC059	R ParksFoundationCreation				
001-5100-572.52-19	500.00	QPC065	R Outdoor Public Art				
Recreation Total:	3,701.00						
001-5106-572.44-10	9,968.23		SCHOOL BOARD OF VOLUSIA CO	74904	5/15/2019	0226070	9,968.23
Summer Rec Total:	9,968.23						9,968.23
001-5125-572.43-10	5.59		TECO/PEOPLES GAS	71908	10/1/2018	0257993	5.59
001-5125-572.43-10	122.22		TECO/PEOPLES GAS	72997	10/1/2018	0257993	122.22
Lakeside Center Total:	127.81						127.81
001-5200-579.52-00	32,000.00	QPC087	R ADA BALLFIELD WALKWAYS				
Athletics Total:	32,000.00						
106-1000-572.46-15	1,471.48	QPC020	R YMCA REPAIRS				
106-1000-572.62-00	7,050.02	QPC078	R YMCA Ext Rprs&Painting	075080	7/29/2019	252553	7,050.02
106-1000-572.63-97	1,290.05	QPC047	R YMCA RESURFACE PARKING				
106-1000-572.63-97	16,789.50	QPC077	R YMCA Pool Resurfacing				
106-1000-572.63-97	56,299.00	QPC078	R YMCA Ext Rprs&Painting				
Recreation Facilities Total:	82,900.05						7,050.02

Open Encumbrance and Project Balance Carryover Listing from FY19 to FY20							
ACCOUNT #	AMOUNT	PROJECT #	PROJECT DESC/VENDOR NAME	PO #	ENC DATE	VENDOR #	PO'S ONLY - ALL
109-1901-515.31-13	16,794.00	ZMI064	CM LandMgmtApplClean-Up				
109-1901-515.31-63	45,000.00	ZMI057	CD Digital Plan Review				
109-1901-515.64-15	259,218.00	ZMI057	CD Digital Plan Review				
109-1901-515.64-15			Sungard Public Sector	071290	10/1/2018	258556	6,274.70
Building Special Rev Total:	321,012.00						6,274.70
110-1904-554.61-00	191,778.05	DIP059	P Virginia/MonroeDrainIm				
110-1904-554.63-97	63,905.36	CDBG10	CM Curb&Grdrl SpCrkCanalV	075114	8/12/2019	251268	63,905.36
110-1904-554.63-97	198,771.64	CDBG10	CM Curb&Grdrl SpCrkCanalV				
110-1904-554.63-97	10,995.00	DIP059	P Virginia/MonroeDrainIm				
CDBG Total:	465,450.05						63,905.36
301-4300-541.31-13	2,954.00	IMI006	P GUARDRAIL REPAIRS				
301-4300-541.31-13	13,610.25	OMI034	P ADA Sidewalk Study	074443	12/3/2018	259607	13,610.25
301-4300-541.31-13	550.00	OMI034	P ADA Sidewalk Study				
301-4300-541.31-63	7,756.96	OMI002	P Charles St RR Crossing	074723		64828	7,756.96
301-4300-541.46-03	3,600.00	IMI003	P EMG TRAFFIC CONTROL SYS	074890	5/7/2019	210550	3,600.00
301-4300-541.46-03	14,222.00	IMI003	P EMG TRAFFIC CONTROL SYS				
301-4300-541.53-63	41,096.91	IMI001	P SIGNAGE				
301-4300-541.53-63	45,158.28	IMI002	P STREET STRIPING				
301-4300-541.53-63	127,243.00	IMI006	P GUARDRAIL REPAIRS				
301-4300-541.53-63	277,013.00	OMI007	P SIDEWALK MAINTENANCE				
301-4300-541.63-97	396.07	AIO016	CD DnlwtnStreetLightImprv				
301-4300-541.63-97	122,336.18	AIO016	CD DnlwtnStreetLightImprv	074100	10/15/2018	259952	122,336.18
301-4300-541.63-97	10,916.50	AIO016	CD DnlwtnStreetLightImprv	074501	12/20/2018	259730	10,916.50
301-4300-541.63-97	130,180.79	AIO016	CD DnlwtnStreetLightImprv	075182	9/3/2019	258980	130,180.79
301-4300-541.63-97	7,000.00	IMI011	CD Dunlwn WB R TurnLane				
301-4300-541.63-97	237,000.00	IMI014	P Curb & Guardrail Rplcmn				
301-4300-541.63-97	1,552.00	OMI024	P MISC NEW SIDEWALKS				
301-4300-541.63-97	725,000.00	PNC007	P YORKTOWNE MDL SEGMENT				
301-4300-541.63-97	2,000.00	PNC016	CD EB HerbSt Left TL Nova				
301-4300-541.63-97	2,000.00	PNC017	CD MadelineAve Med/TurnLn				
301-4300-541.63-97	8,000.00	PNC018	CD EB Dunl RT Lane ClydeM				
301-4300-541.63-97	28,724.05	POL046	P FY19 Road Program				
301-4300-541.63-97	372,081.56	POL046	P FY19 Road Program	074870	4/30/2019	23050	372,081.56
301-4300-541.63-97	350,000.00	POL046	P FY19 Road Program	075159	8/29/2019	80700	350,000.00
301-4300-541.64-15	4,621.75	DIP064	P Asset Mgmt Software Sys	070437	10/1/2018	259264	4,621.75
301-4310-541.63-97	228,166.96	AIO016	CD DnlwtnStreetLightImprv	074100	10/15/2018	259952	228,166.96
301-4310-541.63-97	5,201.28	AIO016	CD DnlwtnStreetLightImprv				
Capital Projects Total:	2,768,381.54						1,243,270.95
306-4300-541.63-00	213,495.00	PNC008	P DUNLAWTON/TAYLOR/YORKTO				
Trans Capital Projects Total:	213,495.00						
311-3100-522.62-00	70,990.00	FIR027	F Training Facility/Tower				
311-3100-522.64-00	664.37	FIR026	F PIERCE 107' AERIAL LADR				
Fire Impact Fee Total:	71,654.37						

Open Encumbrance and Project Balance Carryover Listing from FY19 to FY20							
ACCOUNT #	AMOUNT	PROJECT #	PROJECT DESC/VENDOR NAME	PO #	ENC DATE	VENDOR #	PO'S ONLY - ALL
312-4300-541.31-63	1,456.00	OMI017	CD N SPR CRK RD SIDEWALK				
312-4300-541.31-63	113.50	OMI032	CD MadelineAve E Sidewalk				
312-4300-541.31-63	4,000.00	OMI033	CD Taylr/WillmsnFeasbStdy				
312-4300-541.31-63	2,000.00	OMI035	CD MadelineAveWestSidewlk				
312-4300-541.31-63	2,000.00	OMI037	CD TylrRd/ClydeM Intrscr				
312-4300-541.63-97	61,226.90	OMI017	CD N SPR CRK RD SIDEWALK				
312-4300-541.63-97	724.00	OMI017	CD N SPR CRK RD SIDEWALK	074788	3/29/2019	255547	724.00
312-4300-541.63-97	3,866.60	OMI017	CD N SPR CRK RD SIDEWALK	075011	6/26/2019	258980	3,866.60
312-4300-541.63-97	6,494.00	OMI023	P WILLOW RUN SIDEWALK SO				
312-4300-541.63-97	5,013.00	OMI024	P MISC NEW SIDEWALKS				
312-4300-541.63-97	8,000.00	OMI036	CD Sidewalk Gap Project				
312-4300-541.63-97	238,280.00	PNC007	P YORKTOWNE MDL SEGMENT				
312-4300-541.63-97	6,000.00	PNC015	CD Yorktowne N. Segment				
312-4300-541.63-97	70,000.00	PNC019	CD SB RT Ln YorktowneBlvd				
312-4310-541.63-97	4,177.00	OMI017	CD N SPR CRK RD SIDEWALK				
Trans Impact Fee Total:	413,351.00						4,590.60
314-1000-521.63-97	18,275.35	CIP011	LE Evidence Rm A/C Mitgtn	074496	12/20/2018	253235	18,275.35
314-1000-521.63-97	29,736.09	CNE009	LE PUB SAFETY TRAIN FACIL				
314-1000-521.63-97	3,075.00	CNE009	LE PUB SAFETY TRAIN FACIL	074954	6/3/2019	250893	3,075.00
314-1000-521.63-97	296,947.11	CNE009	LE PUB SAFETY TRAIN FACIL	075015	6/28/2019	259529	296,947.11
2006 GO Bonds Total:	348,033.55						318,297.46
317-1000-519.62-00	23,098.51	AIO014	R DLH City Center Annex				
317-1000-519.63-97	232,644.70	AIO022	CD Dnlwtn Medians Ph I&II				
317-1000-519.63-97	4,494.05	AIO022	CD Dnlwtn Medians Ph I&II	074387	11/19/2018	250893	4,494.05
317-1000-519.63-97	3,729.00	AIO032	CD Landscape Imprv I-95				
317-1000-519.63-97	2,180.00	AIO032	CD Landscape Imprv I-95	074416	11/27/2018	250893	2,180.00
317-1000-519.63-97	100,000.00	AIO034	CD Riverwalk South Phase				
317-1000-519.63-97	7,558.56	CIP011	LE Evidence Rm A/C Mitgtn				
317-1000-519.63-97	603.65	CIP011	LE Evidence Rm A/C Mitgtn	072294	10/1/2018	256520	603.65
317-1000-519.63-97	37,647.53	CIP011	LE Evidence Rm A/C Mitgtn	074496	12/20/2018	253235	37,647.53
317-1000-519.63-97	190,294.00	OBM008	P CityHallHVAC ContrlrRpl				
317-1000-519.63-97	28,235.88	POL045	P Pave CityCtrAthlComplex				
317-1000-519.63-97	500.00	QPC067	R Fence,Dugout,Bkstp Rplc	074406	11/21/2018	259730	500.00
317-1000-519.63-97	6,765.00	QPC067	R Fence,Dugout,Bkstp Rplc	074906	5/17/2019	259730	6,765.00
317-1000-519.63-97	34,990.00	QPC067	R Fence,Dugout,Bkstp Rplc	075081	7/29/2019	260073	34,990.00
317-1000-519.63-97	414,000.00	QPC073	R Lakeside HVAC Rplcmnt				
317-1000-519.63-97	2,536.00	QPC073	R Lakeside HVAC Rplcmnt	075219	9/30/2019	256520	2,536.00
317-1000-519.63-97	6,779.00	QPC074	R Playground Replacements				
317-1000-519.63-97	68,370.00	QPC081	R North Pier-CausewayDock				
317-1000-519.63-97	180,145.00	QPC082	R REC Ctr Remodel (Gym)	075115	8/12/2019	256520	180,145.00
317-1000-519.63-97	15,269.00	ZMI065	CD City Hall Repurposing				
317-1000-519.63-97	3,711.00	ZMI065	CD City Hall Repurposing	075104	8/6/2019	256520	3,711.00
317-1000-519.63-97	100,000.00	ZMI076	CD ADA Transition Plan				
317-1000-519.63-97	32,566.25	ZMI076	CD ADA Transition Plan	074074	10/11/2018	256330	32,566.25
317-1000-519.64-00	662.00	QPC086	R Adult Center A/C Rplcmt				
317-1000-519.64-00	70,000.00	ZMI003	CM CITY TELEVISION STA				
317-1010-519.63-97	850,000.00	AIO022	CD Dnlwtn Medians Ph I&II				
317-1010-519.63-97	224,240.47	CNE009	LE PUB SAFETY TRAIN FACIL				
317-1010-519.63-97	575,759.53	CNE009	LE PUB SAFETY TRAIN FACIL	075015	6/28/2019	259529	575,759.53
317-1010-519.63-97	70,370.00	QPC081	R North Pier-CausewayDock				
General Capital Total:	3,287,149.13						881,898.01

Open Encumbrance and Project Balance Carryover Listing from FY19 to FY20							
ACCOUNT #	AMOUNT	PROJECT #	PROJECT DESC/VENDOR NAME	PO #	ENC DATE	VENDOR #	PO'S ONLY - ALL
401-0100-536.34-15	232.17		REMEDY INTELLIGENT STAFFING LL	73840	10/1/2018	0258742	232.17
401-0100-536.44-10	30.96		DEX IMAGING, INC	74133	10/18/2018	0259131	30.96
401-0100-536.46-10	535.42		DEX IMAGING, INC	74136	10/18/2018	0259131	535.42
401-0100-536.46-16	1,515.00	ZMI075	FN Fin Conf Room Rehab				
401-0100-536.47-00	555.69		GEODA SYSTEMS	74111	10/17/2018	0254986	555.69
401-0100-536.52-15	59,734.06		INFOSEND	74121	10/17/2018	0259764	59,734.06
W/S Customer Service Total:	62,603.30						61,088.30
401-0200-533.31-13	230.00		FLORIDA DEPT. OF HEALTH	74255	10/23/2018	0251630	230.00
401-0200-533.34-14	6,182.00		GENSET SERVICES, INC.	74867	4/29/2019	0000473	6,182.00
401-0200-533.44-10	48.00		DOCUMENT TECHNOLOGIES	74235	10/23/2018	0257764	48.00
401-0200-533.49-14	937.66		STAPLES	75014	6/26/2019	0259590	937.66
401-0200-533.52-18	1,484.00		CORE AND MAIN	74643	1/29/2019	0258311	1,484.00
401-0200-533.52-18	15,795.20		FSS COMPANY	75058	7/16/2019	0260092	15,795.20
401-0200-533.52-19	13,612.80		ALLIED UNIVERSAL CORPORATION	74104	10/16/2018	0015052	13,612.80
401-0200-533.52-19	2,161.36		HARCROS CHEMICALS, INC.	74105	10/16/2018	0254148	2,161.36
401-0200-533.63-97	100,000.00	WWW002	U WW Repairs/Maint				
401-0200-533.64-97	50,000.00	MME003	U Telemetry I & C				
W/S Water Production Total:	190,451.02						40,451.02
401-0300-536.63-97	200,000.00	MMP001	U Utility Mapping				
401-0300-536.63-97	429,592.00	SLS004	U LiftStatRehabHrbtNova				
401-0300-536.63-97	113,373.25	SLS004	U LiftStatRehabHrbtNova	075163	8/30/2019	259730	113,373.25
401-0300-536.63-97	466,317.00	UET023	U Septic to Sewer				
401-0300-536.63-97	76,293.00	UET023	U Septic to Sewer	075164	8/30/2019	259730	76,293.00
401-0300-536.63-97	441,182.79	URP001	U Replacement, WA System				
401-0300-536.63-97	6,589.41	URP012	U WtrSamplingStationsPrm				
401-0300-536.63-97	339,374.00	WWP003	U Water Plant Improvement				
401-0300-536.99-50	75,355.00	AIO036	CM Early Retirement Prog				
W/S Non-Departmental Total:	2,148,076.45						189,666.25
401-0400-535.31-13	439.44		KIMLEY-HORN AND ASSOCIATES, IN	74933	5/24/2019	0256330	439.44
401-0400-535.34-11	94,119.94		SHELLEY'S ENVIRONMENTAL SYS.	74120	10/17/2018	0256987	94,119.94
401-0400-535.34-14	5,000.00		BIOLOGICAL CONSULTING SERVICE	73729	10/1/2018	0251707	5,000.00
401-0400-535.41-00	671.77		AT & T MOBILITY	74392	11/20/2018	0255820	671.77
401-0400-535.46-10	6,500.00		DE NORA WATER TECHNOLOGIES, I	75126	8/19/2019	0259303	6,500.00
401-0400-535.52-00	1,323.36		GRAINGER, INC.	74150	10/19/2018	0228630	1,323.36
401-0400-535.52-19	737.32		ALLIED UNIVERSAL CORPORATION	74115	10/17/2018	0015052	737.32
401-0400-535.52-19	3,219.74		MOMAR INC	74116	10/17/2018	0259856	3,219.74
401-0400-535.63-97	92,744.07	SSP002	U Sewer Plant Replacement				
401-0400-535.63-97	250,000.25	SSP013	U WRF SludgeTrailerStrLot				
401-0400-535.63-97	3,163.70	SSP013	U WRF SludgeTrailerStrLot	073946	10/1/2018	256330	3,163.70
401-0400-535.63-97	1,009,796.16	URH001	U Sewer Sys Rehabilitatn				
401-0400-535.64-97	130,000.00	MME003	U Telemetry I & C				
W/S Wastewater Treatment Total:	1,597,715.75						115,175.27
401-0500-536.14-00	12,439.58	ZMI044	U METER REPLACEMENT PRG				
401-0500-536.44-10	24.00		DOCUMENT TECHNOLOGIES	74188	10/22/2018	0257764	24.00
401-0500-536.51-00	538.39		STAPLES	74052	10/10/2018	0259590	538.39
W/S Meter Shop Total:	13,001.97						562.39

Open Encumbrance and Project Balance Carryover Listing from FY19 to FY20							
ACCOUNT #	AMOUNT	PROJECT #	PROJECT DESC/VENDOR NAME	PO #	ENC DATE	VENDOR #	PO'S ONLY - ALL
401-0800-536.14-00	27,652.84	ZMI044	U METER REPLACEMENT PRG				
401-0800-536.44-10	24.00		DOCUMENT TECHNOLOGIES	74238	10/23/2018	0257764	24.00
401-0800-536.49-31	108,098.19	ZMI044	U METER REPLACEMENT PRG				
401-0800-536.52-00	1,502.24		GRAINGER, INC.	74057	10/10/2018	0228630	1,502.24
401-0800-536.52-11	1,572.52		GRAINGER, INC.	74058	10/10/2018	0228630	1,572.52
401-0800-536.63-97	96,485.00	URL007	U Misc Util Coordination				
401-0800-536.64-31	155,722.00	ZMI044	U METER REPLACEMENT PRG				
W/S Distribution Total:	391,056.79						3,098.76
401-0900-536.31-00	3,500.00	ZMI054	CM ERP Software System				
401-0900-536.31-12	5,000.00		GRAY ROBINSON, P.A.	75082	7/31/2019	0259689	5,000.00
401-0900-536.31-13	1,000.00		SUPERION, LLC	72812	10/1/2018	0259681	1,000.00
401-0900-536.31-13	45,000.00	ZMI068	U Wtr/Swr/RclmRateAnl				
401-0900-536.46-16	2,275.00		ABC LOCK & SAFE CO., INC.	75111	8/6/2019	0010925	2,275.00
401-0900-536.52-00	110.57		STAPLES	74162	10/19/2018	0259590	110.57
401-0900-536.63-97	23,000.00	ZMI054	CM ERP Software System				
401-0900-536.63-97	3,500.00	ZMI054	CM ERP Software System	075122	8/13/2019	260100	3,500.00
W/S Admin Total:	83,385.57						11,885.57
401-0901-536.14-00	4,102.43	ZMI044	U METER REPLACEMENT PRG				
W/S Warehouse Total:	4,102.43						
403-0200-533.63-97	253,144.39	WWP003	U Water Plant Improvement				
403-0200-533.63-97	2,600.00	WWP003	U Water Plant Improvement	072966	10/1/2018	259730	2,600.00
403-0200-533.63-97	300,000.00	WWP008	U WTP Raw Wtr Main Rplcmn				
403-0200-533.63-97	3,265.00	WWW002	U WW Repairs/Maint				
403-0200-533.64-97	52,676.00	MME003	U Telemetry I & C				
403-0300-536.63-97	182,375.00	MPL001	U Utilities Master Plan				
403-0300-536.63-97	107,241.45	MPL001	U Utilities Master Plan	074990	6/10/2019	256330	107,241.45
403-0400-535.46-10	46,481.07	SSP018	U Generator Replacements				
403-0400-535.63-97	288,889.23	SLS002	U R & R Lift Station				
403-0400-535.63-97	200,000.00	SLS004	U LiftStatRehabHrbtNova				
403-0400-535.63-97	1,176,535.54	SSP002	U Sewer Plant Replacement				
403-0400-535.63-97	8,500.00	SSP002	U Sewer Plant Replacement	074531	12/27/2018	259730	8,500.00
403-0400-535.63-97	1,015,000.00	SSP012	U WRF ElecSysRpr/Rplcmnt				
403-0400-535.63-97	67,639.00	SSP015	U WRF Ops Bldg Expansion				
403-0400-535.63-97	11,019.30	SSP015	U WRF Ops Bldg Expansion	074918	5/22/2019	256330	11,019.30
403-0400-535.63-97	20,000.00	SSP018	U Generator Replacements				
403-0400-535.63-97	300,000.00	URH003	U SwrSysRehabFrcMainRvrCr				
403-0400-535.64-97	136,844.48	MME003	U Telemetry I & C				
403-0400-535.64-97	12,850.00	MME003	U Telemetry I & C	074960	6/4/2019	190638	12,850.00
403-0400-535.64-97	24,720.00	SLS002	U R & R Lift Station				
403-0800-533.63-97	938,579.99	URP001	U Replacement, WA System				
403-0800-533.63-97	43,052.00	URP001	U Replacement, WA System	074965	6/5/2019	259730	43,052.00
403-0800-533.63-97	435.97	URP001	U Replacement, WA System	074286	10/26/2018	259730	435.97
403-0800-533.63-97	270,700.93	URP011	U RplcWtrMainBeforePaving				
W/S R & R Total:	5,462,549.35						185,698.72

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ACCOUNT #	AMOUNT	PROJECT #	PROJECT DESC/VENDOR NAME	PO #	ENC DATE	VENDOR #	PO'S ONLY - ALL
405-0200-533.63-97	158,552.00	URP001	U Replacement, WA System				
405-0200-533.63-97	300,000.00	WWP007	U WTP 3M Wtr Storage Tank				
405-0400-535.63-97	125,000.00	MPL001	U Utilities Master Plan				
405-0400-535.63-97	8,145.00	SSP002	U Sewer Plant Replacement				
405-0400-535.63-97	300,000.00	SSP017	U WRF Water Reuse Program				
405-0400-535.63-97	4,328.00	UET002	U Extension, Sewer System				
405-0400-535.63-97	1,614,145.00	UET023	U Septic to Sewer				
405-0401-535.63-97	153,258.00	UCP001	U Cost Participation				
405-0401-535.63-97	69,350.00	UCP001	U Cost Participation	075047	7/9/2019	260089	69,350.00
405-0800-533.63-97	125,000.00	MPL001	U Utilities Master Plan				
405-0800-533.63-97	110,422.00	UCP001	U Cost Participation				
405-0800-533.63-97	195,742.00	UET001	U Extension, Water System				
405-0800-533.63-97	19,130.00	UET001	U Extension, Water System	075214	9/30/2019	258832	19,130.00
405-0800-533.63-97	1,322,988.00	URP001	U Replacement, WA System				
405-0800-533.63-97	100,000.00	URP011	U RplcWtrMainBeforePaving				
W/S Impact Fee Total:	4,606,060.00						88,480.00
410-6100-534.34-11	135,823.63		COUNTY OF VOLUSIA	74289	10/29/2018	0251319	135,823.63
410-6100-534.34-14	182,571.16		WASTE PRO OF FLORIDA, INC	74190	10/22/2018	0258712	182,571.16
410-6100-534.63-97	16,000.00	ZMI054	CM ERP Software System				
Solid Waste Total:	334,394.79						318,394.79
412-1800-541.31-13	675.00		SLIGER & ASSOCIATES, INC.	75146	8/23/2019	0194680	675.00
412-1800-541.31-13	755.00		SLIGER & ASSOCIATES, INC.	75147	8/23/2019	0194680	755.00
412-1800-541.31-13	10,402.00		SLIGER & ASSOCIATES, INC.	75148	8/23/2019	0194680	10,402.00
412-1800-541.31-13	7,505.00	DIP071	P StrmwtrUtilMethRateAssm	073621	10/1/2018	259649	7,505.00
412-1800-541.34-14	14,458.80		SPARKS CONCRETE, LLC	75018	6/28/2019	0258390	14,458.80
412-1800-541.34-14	14,021.00	DIP075	P Drainage Pipe R&R				
412-1800-541.52-00	71.85		GRAINGER, INC.	74279	10/26/2018	0228630	71.85
412-1800-541.52-00	471.91		SUMNER, INC.	74278	10/26/2018	0253583	471.91
412-1800-541.52-12	285.13		UNIFIRST CORPORATION	74226	10/23/2018	0258709	285.13
412-1800-541.63-97	620,547.75	DIP059	P Virginia/MonroeDrainIm				
412-1800-541.63-97	7,823.57	DIP059	P Virginia/MonroeDrainIm	074532	12/27/2018	259730	7,823.57
412-1800-541.63-97	27,375.00	DIP060	P SleepyHollow Drain.Impr				
412-1800-541.63-97	60,000.00	DIP068	P Halifax Rvr OutfallRplc				
412-1800-541.63-97	5,555.00	DIP069	P HowesSt/OrangeAveStrmIm				
412-1800-541.63-97	105,538.98	DIP072	P Yorktowne Sidewalk Impr				
412-1800-541.63-97	38,371.00	DIP073	P Strmwtr Mstr Plan PhII				
412-1800-541.63-97	414,803.46	DIP075	P Drainage Pipe R&R				
412-1800-541.63-97	209,925.00	DIP077	P TumblebrkDrStrmwtrImprv				
412-1800-541.63-97	5,000.00	DIP077	P TumblebrkDrStrmwtrImprv	074987	6/10/2019	250893	5,000.00
412-1800-541.63-97	110,000.00	DIP079	P CharlesStDrainImprmnts				
412-1800-541.63-97	761,720.00	PNC007	P YORKTOWNE MDL SEGMENT				
412-1810-541.63-97	1,500,000.00	DIP059	P Virginia/MonroeDrainIm				
412-1811-541.63-97	644,250.00	DIP059	P Virginia/MonroeDrainIm				
Drainage Total:	4,559,555.45						47,448.26
416-0300-536.34-14	2,015.63		CLEAR WATERS LONG LEAF FOREST	75144	8/23/2019	0258917	2,015.63
416-0300-536.34-14	5,000.00		MEAD & HUNT, INC	75201	9/23/2019	0259730	5,000.00
Wetland Mitigation Total:	7,015.63						7,015.63
420-1000-536.34-14	5,513.00		PROFESSIONAL TITLE AGENCY	72465	10/1/2018	0000179	5,513.00
420-1000-536.34-14	671.87		CLEAR WATERS LONG LEAF FOREST	75144	8/23/2019	0258917	671.87
Forestry Mgmt. Total:	6,184.87						6,184.87
450-0300-579-46-16	1,388.10	QPC072	R CHGC Rest/Clubhouse Maint	073794		252842	1,388.10
450-0350-579.46-16	8,050.00	QPC085	R CHGC CanopyMaintFacility				
450-0350-579.64-00	151.00	QPC083	R CHGC Irrigation Pump				
Golf Course Total:	9,589.10						1,388.10

Open Encumbrance and Project Balance Carryover Listing from FY19 to FY20							
ACCOUNT #	AMOUNT	PROJECT #	PROJECT DESC/VENDOR NAME	PO #	ENC DATE	VENDOR #	PO'S ONLY - ALL
501-0700-519.31-13	3,592.00	ZMI038	IT StratPln/RiskAsmntRfrs				
501-0700-519.46-36	3,001.00	ZMI040	IT VideoSurveillance&Sec.				
501-0700-519.49-02	8,000.00	ZMI037	IT Doc Collbrtn EOC Softw				
501-0700-519.49-02	3,900.00	ZMI056	IT NewEmploy Hardwr/Sftwr				
501-0700-519.49-16	2,353.00	ZMI056	IT NewEmploy Hardwr/Sftwr				
501-0700-519.64-15	860.00	ZMI016	IT COMPUTER HARDWARE				
Information Tech Total:	21,706.00						
503-4500-519.46-10	5,000.00		GUARDIAN FUELING TECHNOLOGIE	74176	10/22/2018	0257848	5,000.00
503-4500-519.46-41	137.85		GARY YEOMANS FORD LINCOLN	74345	11/9/2018	0254452	137.85
503-4500-519.52-00	692.80		HOWCO ENVIRONMENTAL	74243	10/23/2018	0255377	692.80
503-4500-519.52-00	168.78		WALL AUTOMOTIVE GROUP INC.	74071	10/10/2018	0259695	168.78
503-4500-519.52-20	136.95		JON HALL CHEVROLET	74097	10/15/2018	0080704	136.95
503-4500-519.52-20	403.88		TEN-8 FIRE EQUIPMENT	74633	1/23/2019	0250737	403.88
503-4500-519.52-20	40.36		SOUTH DAYTONA TRACTOR & MOW	74284	10/26/2018	0252203	40.36
503-4500-519.52-20	51.30		SOUTH DAYTONA TRACTOR & MOW	74843	4/15/2019	0252203	51.30
503-4500-519.52-20	190.19		GARY YEOMANS FORD LINCOLN	74090	10/11/2018	0254452	190.19
503-4500-519.52-20	4,538.85		WALL AUTOMOTIVE GROUP INC.	74072	10/11/2018	0259695	4,538.85
Vehicle Maint. Total:	11,360.96						11,360.96
504-1000-519.47-00	250.00		KONICA MINOLTA BUSINESS SOLUT	74091	10/15/2018	0256028	250.00
Risk Mgmt. Total:	250.00						250.00
505-1000-519.49-02	14,045.00	ZMI037	IT Doc Collbrtn EOC Softw				
505-1000-519.49-16	6,729.31	ZMI015	IT MUNICIPAL NETWORK				
505-1000-519.49-16	15,764.00	ZMI016	IT COMPUTER HARDWARE				
505-1000-519.49-16	883.52	ZMI032	IT PublicSafetyLaptopRplc				
505-1000-519.49-16	8,811.00	ZMI040	IT VideoSurveillance&Sec.				
505-1000-519.49-20	23,322.00	ZMI016	IT COMPUTER HARDWARE				
505-1000-519.49-20	1,485.00	ZMI040	IT VideoSurveillance&Sec.				
505-1000-519.63-97	347,761.40	ZMI054	CM ERP Software System				
505-1000-519.63-97	32,398.75	ZMI054	CM ERP Software System	074554	1/3/2019	259992	32,398.75
505-1000-519.63-97	825,549.00	ZMI054	CM ERP Software System	074561	1/8/2019	259991	825,549.00
505-1000-519.63-97	3,002.36	ZMI054	CM ERP Software System	074944	5/31/2019	258742	3,002.36
505-1000-519.64-00	951.97		COMMUNICATIONS INTERNATIONAL	73677	10/1/2018	0253493	951.97
505-1000-519.64-00	30,000.00	DIP080	P Menzi Muck for Drainage				
505-1000-519.64-00	84.68	FIR007	F RADIO REPLC P-25 COMPLY				
505-1000-519.64-00	8,896.25	FIR021	F Radios - Rplc Portable				
505-1000-519.64-00	2,862.00	IMI003	P EMG TRAFFIC CONTROL SYS				
505-1000-519.64-00	6,000.00	ZMI013	IT LARGE FORMAT PRINTERS				
505-1000-519.64-00	504.00	ZMI040	IT VideoSurveillance&Sec.				
505-1000-519.64-00	95,900.00	ZMI047	FN INTERACTIVE VOICE RECO				
505-1000-519.64-00	645.61	ZMI067	LE Proj-25 Radio Replacement	073129		253493	645.61
505-1000-519.64-00	40,000.00	ZMI080	U 8" SILENT NIGHT PUMP				
505-1000-519.64-15	30,983.26	ZMI015	IT MUNICIPAL NETWORK				
505-1000-519.64-15	33,054.00	ZMI016	IT COMPUTER HARDWARE				
505-1000-519.64-15	19,502.00	ZMI037	IT Doc Collbrtn EOC Softw				
505-1000-519.64-15	103,830.00	ZMI058	IT Virtual Desktop Infra				
505-1000-519.64-15	55,448.75	ZMI070	IT FibrOpticNetTracerWire				
505-1000-519.64-15	26,000.00	ZMI077	IT Digital Signage				
Lease and Replacement Total:	1,734,413.86						862,547.69

Open Encumbrance and Project Balance Carryover Listing from FY19 to FY20							
ACCOUNT #	AMOUNT	PROJECT #	PROJECT DESC/VENDOR NAME	PO #	ENC DATE	VENDOR #	PO'S ONLY - ALL
506-4200-539.34-70	1,258.00		GENSET SERVICES, INC.	74774	3/25/2019	0000473	1,258.00
506-4200-539.46-16	2,476.00		VINTAGE PAINTING COMPANY INC	75016	6/28/2019	0252553	2,476.00
506-4200-539.46-42	1,770.12		GENSET SERVICES, INC.	74975	6/6/2019	0000473	1,770.12
506-4200-539.62-00	40,500.00	OBM016	P CH FIRE ALARM REPL				
506-4200-539.63-97	37,000.00	OBM009	P City Hall Light Sensors				
506-4200-539.63-97	400.00	OBM015	P FS71&FS74 Kitchen Rplcm				
506-4200-539.63-97	3,960.00	OBM015	P FS71&FS74 Kitchen Rplcm	075004	6/21/2019	253235	3,960.00
506-4200-539.64-00	11,451.00	OBM013	P Generator for FS73				
506-4200-539.64-00	69,629.00	OBM013	P Generator for FS73	074553	1/2/2019	256740	69,629.00
506-4200-539.64-00	2,494.00	OBM014	P Stanby Generator Rplcmn				
Buildng Maintenance Total:	170,938.12						79,093.12
607-3200-521.63-97	318,903.94	CNE009	LE PUB SAFETY TRAIN FACIL				
607-3200-521.63-97	186,096.06	CNE009	LE PUB SAFETY TRAIN FACIL	075015	6/28/2019	259529	186,096.06
Police Forfeiture Trust Total:	505,000.00						186,096.06
611-5100-572.63-97	909,750.00	QPC082	R REC Ctr Remodel (Gym)				
611-5100-572.63-97	50,000.00	XSG007	R GAMBLE LAUNCH VOPO-0360				
Recreation Impact Fee Total	959,750.00						
621-1000-572.52-00	103.05		FLORIDA RESTAURANT SUPPLY (DB/	73525	10/1/2018	0259190	103.05
Rec Scholarship Total:	103.05						103.05
Grand Total Open PO's and Project Balances	31,463,420.69						5,013,112.70



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/19/2019

Consent item: No

SUBJECT: (H23) Resolution No. 19-74 - Budget Appropriation - FY19 Additional Carryover

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 19-74.

SUMMARY: At the City's fiscal year ending September 30, 2019, budget appropriations lapse. The attached Resolution re-establishes these appropriations for funding the additional projects that were either not completed or started by the fiscal year end. These carryover appropriations re-establish proper project funding and budgetary alignment of projects. The operating funds have the required equity balances after appropriations by this resolution.

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Resolution No. 19-74	Resolution No. 19-74.pdf
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Kevin Fall
Scott Neils
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 10/7/2019
Approved - 11/13/2019
Approved - 11/14/2019
Approved - 11/14/2019
Final Approval - 11/14/2019

RESOLUTION NO. 19-74

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING ADDITIONAL PROJECT CARRY OVER FUNDS FROM FISCAL YEAR 2019 TO FISCAL YEAR 2020 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange has certain additional projects initiated prior to the fiscal year commencing October 1, 2019, which remain incomplete and will carry over from the current fiscal year to the ensuing fiscal year; and

WHEREAS, the City Council desires to appropriate the necessary carry over funds for the continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

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

Section 1. The fiscal year 2019 additional project carry overs to the fiscal year 2020 budget are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The additional project budget items adopted in the preceding section shall govern the expenditures relating to such projects for the City during the ensuing fiscal year effective October 1, 2019 through September 30, 2020.

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

(RESO. NO. 19-74)

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved:

Matthew J. Jones, Deputy City Attorney

Resolution No. 19-74

FY2020 **General Fund (#001)**
PREPARED: **November 6, 2019**
FINANCE: .

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	104,851
TOTAL REVENUES:	104,851
<u>EXPENDITURES:</u>	
COMMUNITY DEVELOPMENT - FIRE	57,705 41,500
POLICE	1,500
PARKS & RECREATION	4,146
TOTAL EXPENDITURES:	104,851

COMPOSITE EXHIBIT A

Resolution No. 19-74**FY2020** **BUILDING SPECIAL REVENUE FUND (#109)**

PREPARED: November 6, 2019

FINANCE: Finance Staff

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	15,572
TOTAL REVENUES:	15,572
<u>EXPENDITURES:</u>	
BUILDING EXPENSE	15,572
TOTAL EXPENDITURES:	15,572



Budget Carryover Request Form

City of Port Orange

Date of Request: 10/9/2019

Department: Community Development

Name of Requestor: Yvonne Diaz

Telephone # of Requestor: (386) 506-5615

Requesting Carryover **From** Fiscal Year (FY): FY19

Requesting Carryover **To** Fiscal Year (FY): FY20

#	Description and Justification of Request(s):	Amount Requested	Project
1)	Account with available funds: 001-1900-515-31-13	\$ 27,105	Down Under
2)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
3)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
4)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
5)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
Total Amount of All Requests:		\$ 27,105	

JUSTIFICATION:

Community Development is requesting to establish a project for the Down Under area and carry over \$27,105.00 from the Planning FY19 "Other Professional Service" line. The intent is to use this money to initiate and/or complete some of the proposed improvements in the Down Under Plan (parking lot, signage, landscape, shorelines, etc.). The initial use of the funds is to repair a portion of the parking lot at the east end of the Dunlawton Bridge between the two bridge piling footers that occurred during Hurricane Dorian. There is an immediate need to address this to prevent further washout of the pavement with curbing and restore parking. Community Development has been working with Public Utilities/Works staff on a method/design to repair the parking spaces and prevent future erosion of the parking spaces.

****Please create a project for the funds (Down Under).****

PLEASE PROVIDE RELATED ACCOUNT NUMBER 001-1900-515-31-13

Signature of Department Head:

Approved by Finance Director:

Approved by City Manager:



Budget Carryover Request Form

City of Port Orange

Date of Request: 10/9/2019

Department: Community Development

Name of Requestor: Yvonne Diaz

Telephone # of Requestor: (386) 506-5615

Requesting Carryover **From** Fiscal Year (FY): FY 19

FY19

Requesting Carryover **To** Fiscal Year (FY): FY20

FY20

#	Description and Justification of Request(s):	Amount Requested	Project
1)	Account with available funds: 001-1900-515-34-14	\$ 16,100	
2)	Account with available funds: 109-1901-515-34-14	\$ 806	
3)	Account with available funds: 001-1903-515-34-14	\$ 14,500	
4)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
5)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
Total Amount of All Requests:		\$ 31,406	

JUSTIFICATION:

Community Development is requesting that the funds in the amount listed above be carried over to the FY20 budget. The funds will be used to continue the scanning process of building permits and subdivision plans. Community Development was unable to utilize the funds due to the expenditure cap (\$50,000.00) stipulated in our scanning contract which expired on September 30, 2019. We are currently in the process of obtaining a new vendor. We anticipate that the entire amount will be utilized since we have thousands of permits, subdivisions plans and hundreds of roll plans that still need to be scanned and uploaded. The funds were encumbered in PO#075003 (\$10,850.00) and PO #072907 (\$20,751.25). A request was submitted to the Purchasing Dept. to unencumber the funds to be able to carry over to FY20.

Requesting that \$16,100.00 be carried over to account #001-1900-515-34-14 (Contract Services)

Requesting that \$ 806.00 be carried over to account #109-1901-515-34-14 (Contract Services)

Requesting that \$14,500.00 be carried over to account #001-1903-515-34-14 (Contract Services)

PLEASE PROVIDE RELATED ACCOUNT NUMBER 001-1900-515-34-14/109-1901-515-34-14/001-1903-515-34-14

Signature of Department Head:

Approved by Finance Director:

Approved by City Manager:



Budget Carryover Request Form

City of Port Orange

Date of Request:	10/28/2019
Department:	Fire & Rescue
Name of Requestor:	Ken Fustin
Telephone # of Requestor:	x 5910
Requesting Carryover From Fiscal Year (FY):	FY19
Requesting Carryover To Fiscal Year (FY):	FY20

#	Description and Justification of Request(s):	Amount Requested	Project
1)	Account with available funds: 001-3100-522-12-00	\$ 25,000	FIR017
2)	Account with available funds: 001-3100-522-14-00	\$ 5,000	FIR017
3)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
4)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
5)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
Total Amount of All Requests:		\$ 30,000	

JUSTIFICATION:

Continued training of POFR members is vital to the success and growth of the department. The funding requested to carryover from FY19 into FY20 would be used to continue our Paramedic training program at Daytona State College. This program was funded in FY19 by salary savings from the previous year. We are requesting to do the same for FY20 by utilizing unspent salary funds on the training of new paramedics. In anticipation of moving towards 24/7/365 transport coverage we will need to add more paramedics and will need the funding in place to do so.

PLEASE PROVIDE RELATED ACCOUNT NUMBER 001-3100-522-40-10 FIR017

Signature of Department Head:

Approved by Finance Director:

Approved by City Manager:



Budget Carryover Request Form

City of Port Orange

Date of Request:	10/28/2019
Department:	Fire & Rescue
Name of Requestor:	Ken Fustin
Telephone # of Requestor:	x 5910
Requesting Carryover From Fiscal Year (FY):	FY19
Requesting Carryover To Fiscal Year (FY):	FY20

#	Description and Justification of Request(s):	Amount Requested	Project
1)	Account with available funds: 001-3100-522-14-00	\$ 1,500	FIR025
2)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
3)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
4)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
5)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
Total Amount of All Requests:		\$ 1,500	

JUSTIFICATION:

Funding requested for software is to allow for the purchase of additional licenses for our second line/backup apparatus. Currently only front line apparatus licenses have been purchased and we would like to ensure use of the system for all POFR apparatus. We also wish to purchase the software to manage our controlled substance inventory. Controlled substance software is an additional feature in the Target Solutions-Check It software.

PLEASE PROVIDE RELATED ACCOUNT NUMBER 001-3100-522-49-02 FIR025

Signature of Department Head:

Approved by Finance Director:

Approved by City Manager:



Budget Carryover Request Form

City of Port Orange

Date of Request:	10/28/2019
Department:	Fire & Rescue
Name of Requestor:	Ken Fustin
Telephone # of Requestor:	x 5910
Requesting Carryover From Fiscal Year (FY):	FY19
Requesting Carryover To Fiscal Year (FY):	FY20

#	Description and Justification of Request(s):	Amount Requested	Project
1)	Account with available funds: 001-3100-522-40-10	\$ 10,000	FIR024
2)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
3)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
4)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
5)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
Total Amount of All Requests:		\$ 10,000	

JUSTIFICATION:

Continued training of POFR members is vital to the success and growth of the department. The funding requested to carryover from FY19 into FY20 would be used to continue work on the confined space training props that are currently being constructed. These improvements include: railing completion, additional anchor points and having the containers professionally leveled and secured to the ground to prevent them from tipping/blowing over in severe weather. (Most of the work completed has been purchase of materials and members of our tech rescue team have completed most of the work so far at minimal expense.)

PLEASE PROVIDE RELATED ACCOUNT NUMBER 001-3100-522-63-97 FIR024

Signature of Department Head:

Approved by Finance Director:

Approved by City Manager:



Budget Carryover Request Form

City of Port Orange

Date of Request:	9/25/2019
Department:	3200 - POLICE
Name of Requestor:	CAPT. FISHER
Telephone # of Requestor:	+ 5876
Requesting Carryover From Fiscal Year (FY):	FY19
Requesting Carryover To Fiscal Year (FY):	FY20

#	Description and Justification of Request(s):	Amount Requested	Project
1)	Account with available funds: 001-3200-529-51-00	\$ 1,600	1500
2)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
3)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
4)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
5)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
Total Amount of All Requests:		\$ 1,600	1500 (A)

JUSTIFICATION:

To purchase desk and chairs and any other associated office equipment needed for the two approved Code positions in FY20.

PLEASE PROVIDE RELATED ACCOUNT NUMBER 001-3200-529-51-00

Signature of Department Head:

Thomas Fisher

Approved by Finance Director:

Approved by City Manager:

(A) LRC 10/24/19 - changed to funds available per Naviline



Budget Carryover Request Form

City of Port Orange

RECEIVED

Date of Request: Sept.16,2019

OCT 16 2019

Department: Parks and Recreation

Name of Requestor: Susan Lovallo

COPO FINANCE

Telephone # of Requestor: 5852

Requesting Carryover From Fiscal Year FY19

FY19

Requesting Carryover To Fiscal Year FY20

FY20

#	Description and Justification of Request(s):	Amount Requested	Project
1)	Lakeside Lawn Fencing & Pavers Account with available funds: 001-5125-572-4616	\$ 4,146	QPC ____
2)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
3)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
4)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
5)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
Total Amount of All Requests:		\$ 4,146	

JUSTIFICATION:

Lakeside Lawn Improvement to install pavers and fencing on and around the North side of the building.
We want to utilize these funds to improve the green space at Lakeside which will not only enhance the property, it will significantly cut out the cost of the lawn maintenance and chemical treatments, as well as increase the rental revenue with this beautification enhancement allowing endless pictural options for any occasion or event.

PLEASE PROVIDE RELATED ACCOUNT NUMBER 001-5125-572-4616

Signature of Department Head:

Approved by Finance Director:

Approved by City Manager:



Budget Carryover Request Form

City of Port Orange

Date of Request: 10/9/2019

Department: Community Development

Name of Requestor: Yvonne Diaz

Telephone # of Requestor: (386) 506-5615

Requesting Carryover **From** Fiscal Year (FY): FY 19

FY19

Requesting Carryover **To** Fiscal Year (FY): FY20

FY20

#	Description and Justification of Request(s):	Amount Requested	Project
1)	Account with available funds: 109-1901-515-34-15	\$ 2,017	
2)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
3)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
4)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
5)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
Total Amount of All Requests:		\$ 2,017	

JUSTIFICATION:

Community Development is requesting that the unspent funds in the amount listed above be carried over to the FY20 budget as described below. We would like to add the remaining \$2,017.00 to FY20 Purchase Order (pending in Naviline) to be able to continue paying the cashier's salary through FY20. Community Development will examine the need for the cashier's position in FY21.

PLEASE PROVIDE RELATED ACCOUNT NUMBER 109-1901-515-34-15 (Temp. Help)

Signature of Department Head:

Approved by Finance Director:

Approved by City Manager:



Budget Carryover Request Form

City of Port Orange

Date of Request: 10/16/2019
Department: Community Development
Name of Requestor: Yvonne Diaz
Telephone # of Requestor: (386) 506-5615
Requesting Carryover From Fiscal Year (FY): FY19
Requesting Carryover To Fiscal Year (FY): FY20

#	Description and Justification of Request(s):	Amount Requested	Project
1)	Account with available funds: 109-1901-515-31-13	\$ 12,749	
2)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
3)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
4)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
5)	Account with available funds: xxx-xxxx-xxx-xx-xx	\$ -	
Total Amount of All Requests:		\$ 12,749	(A)

JUSTIFICATION:

Community Development is requesting that the unspent funds in the amount of \$12,749.00 in Building Division line #109-1901-31-13 be carried over to the FY20 Building Division line #109-1901-515-49-14. The unused funds were part of the money set aside for the Community Development Land File Application Clean-Up. The project has been completed. The savings was a result of City staff completing the work that was initially anticipated to be completed by the vendor. This allowed the City to save money on this project. We are requesting to be able to use the funds to pay for cubicles and chairs for the building division inspectors new work area. This is in conjunction with relocation of a Community Development office, on the 2nd floor of City Hall, to make additional office space for finance staff.

PLEASE PROVIDE RELATED ACCOUNT NUMBER 109-1901-515-49-14

Signature of Department Head:

Tim B...

Approved by Finance Director:

Approved by City Manager:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/19/2019

Consent item: No

SUBJECT: (H24) Resolution No. 19-75 - Updating Standard Construction Details

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Resolution No. 19-75, updating the Standard Construction Details and authorizing the Mayor and City Clerk to execute related documents.

SUMMARY: Subsection 3(b) of Chapter 5 of the City's Land Development Code, "Adoption of Standard Construction Details", authorizes the adoption of standard construction detail by resolution of the city council. The Standard Construction Details being updated with this resolution were last updated in 2008.

In a combined effort of staff in the Department of Public Works & Utilities and Community Development, the construction details have been updated to incorporate current construction requirements and materials, add new technologies and standardize the look and presentation of the sheets and delete outdated and/or duplicate details. A summary sheet of the proposed modifications is attached and it provides a brief explanation of the proposed change and/or update to be made to each individual standard construction detail.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Summary of Revisions to Standard Construction Details	Standard Detail Summary of Changes.pdf
2.	Standard Detail Update Request	Standard Detail Update Request.pdf
3.	Resolution No. 19-75 for upload (1)	Resolution No. 19-75 for upload (1).pdf

Julia Wiggins
Julia Wiggins
Richard Colby

Created/Initiated - 10/30/2019
Approved - 10/30/2019
Approved - 10/30/2019

Junos Reed	Approved - 10/30/2019
Steve Parnell	Approved - 10/30/2019
Lynn Stevens	Approved - 10/31/2019
Jake Johansson	Approved - 11/1/2019
Matthew Jones	Approved - 11/11/2019
Jake Johansson	Approved - 11/11/2019
Robin Fenwick	Final Approval - 11/12/2019

MODIFICATIONS TO THE STANDARD DETAILS DECEMBER 2018

Overall: removed cross references from one detail to another, standardized font type and size, standardized sizing to inches, aligned call outs, grouped like details.

SANITARY SEWER DETAILS

EXISTING		PROPOSED
S- 1	Sanitary Sewer Design Notes	S-1 Sanitary Sewer Notes; duplicate notations removed, organized into sections
S- 2	Sanitary Sewer Construction Notes	Deleted; merged into S-1
S- 3	Lift Station Wet Well Design Notes	S-2 Lift Station Notes; duplicate notations removed, organized into sections
S- 4	Lift Station Wet Well Construction Notes	Deleted; merged into S-2
S- 5	Sanitary Sewer Approved Products	S-3 Sanitary Sewer & Force Main Approved Products; formatted to one page
S- 6	Standard Manhole	S-6 Sanitary Sewer Standard Manhole; added hydraulic cement cover over boot
S- 7	Sanitary Sewer Cover and General Notes	S-4 Sanitary Sewer Manhole Single Cover
S- 8	Shallow Manhole	S-7 Sanitary Sewer Shallow Manhole (Depth 60" or Less); added hydraulic cement cover over boot
S- 9	Outside Drop Manhole (Standard New Construction)	S-8 Sanitary Sewer Outside Drop Manhole
S- 10	Outside Drop Manhole (Standard)	Deleted; merged into S-8
S- 11	Outside Drop Manhole (Retrofit Only)	Deleted; merged into S-8
S- 12	Inside Drop Manhole (Retrofit Only)	S-9 Inside Drop Manhole - Retrofit
S- 13	Rubber Boot and Precast Joint Connection	S-10 Rubber Boot and Precast Joint Connection; added hydraulic cement cover over boot
S- 14	Storm Drainage Crossing/Sanitary Lateral Pipe Crossing	S-13 Sanitary Sewer Laterals and Storm Crossing
S- 15	Sewer Lateral	S-11 Sanitary Sewer Service Laterals; plan view includes both service layouts; duplicate elevation view for depth greater than 8' removed
S- 16	Cleanout	S-12 Sanitary Sewer Service Cleanout
S- 17	Locator Tape/Tracewire Installation for Sewer, Water and Reclaimed Water Pipeline	S-14 Sanitary Sewer Locator Tape/Trace Wire Installation
S- 18	Sewer/Water/Drainage Crossing	Deleted; special case condition to be submitted to City for approval.
S- 19	Typical Lift Station Site Plan	S-15 Surface Mounted Lift Station Layout - Front Driveway, S-15.1 Surface Mounted Lift Station Layout - Side Driveway, and S-15.2 Surface Mounted Lift Station Layout - Wet Well; water service at control rack base added, pressure sensor enclosure added, concrete around wet well added, aboveground emergency pump connection added, station isolation valve and box added
S- 20	Typical Lift Station Site Plan	Added S-16 Submersible Lift Station Layout and S-16.1 Submersible Lift Station Layout - Wet Well; details added for submersible pump installation option, submersible pump installation are not limited to 20' deep wet wells and do not have aboveground housing requirements, minimum depth from lowest inlet to well bottom
S- 21	Lift Station Potable Water Service (Where Reclaim Water Not Available)	S-17 Lift Station Water Service; hose bib anchored to electrical rack, service required regardless of water source, backflow preventer required with potable water, pressure sensor housing and connection detailed, corporation valve, curb stops, pipe and fittings detailed, minimum depth from lowest inlet to well bottom
S- 22	Lift Station Wet Well	Deleted; merged into S-15 and S-16
S- 23	Lift Station Emergency Pump Connection	S-18 Lift Station Emergency Pump Connection - Aboveground; additional piping added to bring valve and service point above ground; 18.1 Lift Station Emergency Pump Connection - Underground Vault; additional piping added to provide quick access to valves and service point
S- 24	Packaged Lift Station Electrical Equipment Rack	S-20 Packaged Lift Station Electrical Equipment Rack; hose bib, pressure sensor housing and work light added, LED lighting specified, 200 AMP service required, SS rack material specified, 316 stainless steel NEMA 4X gasketed control boxes specified, typical control box size and layout provided
S- 25	Packaged Lift Station Electrical Service Schematic	Deleted, repetition of S-21 Packaged Lift Station Electrical Equipment Rack
S- 26	Sanitary Sewer Force Main Valve and Valve Box	S-19 Sanitary Sewer Force Main Valve and Valve Box; excess wire conduit deleted, excess wire located in valve box
S- 27	Type A Bedding and Trench	Moved to Miscellaneous Details M-27; not specific to sanitary sewers
S- 28	Type B Bedding and Trench (Typical for Water, Sewer, Force Main, Storm Drain and Reclaim Water)	Deleted; merged with M-27, Pipe Bedding and Trench, and moved to Miscellaneous Details
S- 29	Sanitary Sewer Double Manhole Cover	S-5 Sanitary Sewer Manhole Double Cover; grouped with like details
S- 30	Standard Air Release Valve Assembly (Vertical Pipe Layout)	S-21 Above Ground Sewer Air Release Valve Assembly; vertical and off-set layout shown
S- 31	Sewer Air Release Valve Assembly with Odor Control System (Vertical Pipe Layout)	S-22 Above Ground Sewer Air Release Valve Assembly with Odor Control System; vertical and off-set layout shown
S- 32	Standard Air Release Valve Assembly Above Ground Vertical Pipe Layout	Deleted; merged with S-21 Above Ground Sewer Air Release Valve Assembly
S- 33	Sewer Air Release Valve Assembly with Odor Control System	Deleted; merged with S-22
S- 34	Air Release Valve Underground (Force Mains) Traffic Style	S-23 Underground Sewer Air Release Valve Assembly

POTABLE WATER DETAILS

EXISTING		PROPOSED
W- 1	Potable Water Design Notes	W-1 Potable Water Design Notes; added cross referenc tables for horizontal and vertical pipe separation
W- 2	Potable Water Construction Notes	W-2 Potable Water Construction Notes; added note 5 requiring contractor to provide City staff with safe, secure and dry excavation for tapping work, added note 22 stating bacteriological test samples will be collected and tested by City staff
W- 3	Potable Water Approved Products	W-3 Potable Water Approved Products; EJ Group and Kennedy fire hydrants added, Kennedy gate and tapping valves added; ductile iron pipe specifications expanded
W- 4	Fire Hydrant Assembly	W-20 Fire Hydrant Assembly; removed excess wire housing and cap, grouped with like details
W- 5	Potable Water Valve and Valve Box (4-16 inch Valve Sizes)	W-8 4"-16" Valve Size Potable Water Valve Box; removed excess wire housing and cap
W- 6	Tapping Valve and Sleeve	W-15 Tapping Valve and Sleeve; block or #57 stone moved from under sleeve to under tapping valve; added call-out for sleeve and tapping valve to be provided by contractor and tapping to be performed by City for clarity
W- 7	Air Release Valve Pit	W-19 Air Release Valve Pit; Val-Matic replaced with Vent-O-Mat air release valve, grouped with like details
W- 8	Meter Box Layout	W-4 Potable Water Meter Box Layout
W- 9	Water Service (Meter Sizes 3/4-1 inch)	W-5 3/4"-1" Meter Sizes Potable Water Service Connection; updated to show contractor required installaton, City provided meter detail removed
W- 10	Multiple Water Services Connection Detail for Commerical Use Only	W-6 Multiple Potable Water Commercial Connection Schematic; grouped with like details
W- 11	Water Service (Meter Sizes 1 or 2 inch)	W-7 2" Meter Size Potable Water Service Connection; 1" connection provided in Detail W-5; underground 2" meter detail removed because 2" meters are now installed aboveground
W- 12	Water Service with Backflow Preventer (Meter Sizes 3 or 8 inch)	W-10 2"-10" Meter Size Water Service W/Backflow Preventer; no 3" service allowed by City; 2" aboveground service added; call out 2" service to be installed by City and 4" or greater to be installed by contractor; aboveground pipe material copper or brass added
W- 13	Potable Water Blow Off Assembly	W-18 Potable Water Blow-Off Assembly; grouped with like details
W- 14	PVC to HDPE Restrained Joint	W-17 PVC to HDPE Adaptor; grouped with like details
W- 15	Backflow Preventer (Reduced Pressure) 3-8 inch	W-13 4"-8" Backflow Preventer Reduced Pressure; 3" service removed, not allowed by City
W- 16	2 inch Backflow Preventer	W-12 2" Backflow Preventer Double Check or Reduced Pressure; grouped with like details
W- 17	Conduit Crossing R.R. or Roadway	W-22 Conduit Crossing R.R. or Raodway; grouped with like details
W- 18	Conduit Crossing R.R. or Roadway	W-22 Conduit Crossing R.R. or Raodway; combined into W-22, grouped with like details
W- 19	Storm Drainage Pipe or Sanitary Sewer Main Conflict	Deleted, information provided in horizontal and vertical crossing table added to W-1
W- 20	Storm Drainage Pipe or Sanitary Sewer Main Conflict	W-23 Potable Water or Sanitary Sewer force Main Deflection; deflection detail provided for mains that would pass thourgh each other, deflection length increased from 12" to 18"; deflection pipe material to be ductile iron pipe
W- 21	Main Installation Between Drainage Inlet and Sidewalk	W-24 Main Installation Between Drainage Inlet and Sidewalk; grouped with like details
W- 22	Non-Standard Water Meter Box (Meter 3 inch and Larger Sizes)	Deleted; underground meter vaults not typical, case by case design to be approved by City during review process
W- 23	3-8 inch Water Meter Box	Deleted; underground meter vaults not typical, case by case design to be approved by City during review process
W- 24	Trough Frame Pedestrian Loading Access Single Door	W-25 Single Access Door Through Frame; grouped with like details
W- 25	Trough Frame Pedestrian Loading Access Double Door	W-26 Double Access Door Through Frame; grouped with like details
W- 26	Access Door Cross Reference Chart	Deleted; typical opening size 24" by 36" does not require cross reference chart
W- 27	Temporary Jumper Connection	W-16 Temporary Jumper Connection; grouped with like details
W- 28	Contractor's Installation Requirements for a 2 inch Temporary Meter	W-14 2" Temporary Meter Assembly; grouped with like details
W- 29	Locator Tape/Tracewire Installation for Water Main Pipelines	W-21 Locator Tape/Tracer Wire Installation; grouped with like details Added W-27 Potable Water Sampling Station; stations installed around City to collect potable water samples for testing

STORM DETAILS

EXISTING		PROPOSED
S 1	Storm Inlet Apron	ST-3 Storm Inlet Apron; replaced right angle curb to apron transition with angled; grouped with like detail
S 2	Concrete Spillway	ST-7 Concrete Spillway; grouped with like detail
S 3	Pavement Tranch Restoration	Merged into R-13 Pavement Restoration and moved to Roadway Details; detail applies to roadways
S 4	Storm Drainage Design and Construction Notes	ST-1 Storm Drainage Design and Construciton Notes; merged multiple details with same name
S 5	Storm Drainage Design and Construction Notes	Deleted; merged into ST-1
S 6	Storm Drainage Design and Construction Notes	Deleted; merged into ST-1
S 7	Canal and Waterway Design and Construction Notes	ST-2 Canals, Waterways and Bridges Design and Construction Notes
S 8	Bridge Design and Construction Notes	Deleted; merged into ST-2
S 9	Dry Retention Pond	ST-8 Dry Pond; impervious barrier requirement presented graphically
S 10	Wet Detention Pond	ST-9 Wet Pond; impervius barrier requirement presented graphically
S 11	Type C Storm Inlet	ST-4 Type "C" Storm Inlet
S 12	Type E Storm Inlet	ST-5 Type "E" Storm Inlet
		Added ST-6 Storm Sewer Manhole Cover
		Added ST-10 Residential Lot Grading; moved from Miscellaneous Details; added greater detail to side yard swale

RECLAIMED WATER DETAILS

EXISTING		PROPOSED
RW- 1	Reclaim Water Design Notes	RW-1 Reclaimed Water Design Notes; added cross referenc tables for horizontal and vertical pipe separation
RW- 2	Reclaim Water Construction Notes	RW-2 Reclaimed Water Construction Notes
RW- 3	Reclaim Water Approved Products	RW-3 Reclaimed Water Approved Products; Val-Matic replaced with Vent-O-Mat air release valve
RW- 4	Reclaim Water Meter Box Layout	RW-4 Reclaimed Water Meter Box Layout; service box not installed and deleted from detail
RW- 5	Reclaim Water Service: Irrigation (Sprinkler) Connection	RW-5 3/4"-1" Meter Size Reclaimed Water Lateral Service Connection (Sprinkler); updated to show contractor required installaton, City provided meter detail removed
RW- 6	Reclaim Water Lateral Service (2 inch Meter)	RW-6 2" Meter Size Reclaimed Water Service Connection; underground 2" meter detail removed because 2" meters are now installed aboveground
RW- 7	Reclaim Water Service: Single Service (CDR Meter Box)	Deleted; meter box supplied by City with meter installation
RW- 8	Reclaim Water Service: Double Service (CDR Meter Box)	Deleted; meter box supplied by City with meter installation
RW- 9	Reclaim Water Main Valve Box	RW-8 Reclaimed Water Valve Box Cover and Lid
RW- 10	Reclaim Water Blow-Off	RW-9 Reclaimed Water Blow-Off Assembly
RW- 11	Reclaim Water Valve and Valve Box (4-16 inch Valve Size)	RW-7 4"-16" Valve Size Reclaimed Water Service Valve Box; removed excess wire housing and cap
RW- 12	Locator Tape/Tracewire Installation for Reclaim Water Pipelines	RW-10 Reclaimed Water Locator Tape/Trace Wire Installation

MISCELLANEOUS DETAILS

EXISTING		PROPOSED
M- 1	Requirements for As-Built Drawings	M-5 Requirements for As-Built Drawings; moved to match submittal sequence
M- 2	Plan Sheet Requirements	M-1 Plan Sheet Requirements; moved to match submittal sequence
		M-2 Technical Specifications for Site and Subdivisions Testing; moved from Roadway Construction Details because it pertains to all construction activities
		M-3 Contractor Requirements for Site Clearing, Grading, and Erosion Control Design and Construction; moved from Roadway Construction Details because it pertains to all construction activities
		M-4 Sodding, Seeding and Mulching Notes; moved from Roadway Construction Details because it pertains to all construction activities
M- 3	Sidewalk Construction Requirements	M-6 Sidewalk Construction Requirements; fiberglass replaced with metal rebar, 3,000 psi concrete replaced with 2,500 psi concrete, transition from Miami curb to sidewalk added to meet ADA slope requirements
M- 4	Sidewalk and Bike Path Ramp	Combined into M-7 Sidewalk Curb Ramp; flared sides increased to 7' matching FDOT requirement
M- 5	Sidewalk and Bike Path Ramp	Deleted; merged into M-7
M- 6	Driveway Apron	Moved to Roadway Construction Details as R-16 Driveway Apron because it pertains to roadways; also created R-17 Driveway Brick Paver Apron
M- 7	Private Parking Lot	Moved to Roadway Construction Details as R-15 Private Parking Lot Detail because it pertains to roadways; changed asphalt pavement from 1.25" Type S-III, to 1.5" SP-9.5
M- 8	Concrete Wheel Stop	M-12 Wheel Stop Layout; details added for wider sidewalk and curb with landscaped area used as wheel stop
M- 9	Road Barricade	M-26 Road Barricade; grouped with like details
M- 10	Handicap Accessible Parking Spaces	M-13 Accessible Parking Spaces
M- 11	Handicap Accessible Parking Spaces	M-14 Accessible Parking Layout; duplicate name changed, options for wheel stops or bollard/sign combination added, ramp to sidewalk per FDOT added
M- 12	Handicap Sign	M-15 Accessible Parking Sign, Bollard/Sign Combination and Post Mounted; design of post/sign combination added, post material changed to galvanized 2LB U-channel
M- 13	Dumpster Pad	M-16 Single Container Dumpster Enclosure; 1 dumpster in one enclosure; minimum height changed to 8' in case tallest container gets used M-17 Double Container Dumpster Enclosure; 2 dumpsters in one enclosure, minimum height 8' in case tallest container gets used M-18 Dual Dumpster Enclosure; two enclosures with 1 dumpster per one enclosure; minimum height 8' in case tallest container gets used M-19 Collection Vehicle Approach and Turn Radius Diagram; layout of clear space in front of dumpster to allow clear truck approach
M- 14	Street and Walkway Lights	M-28 Street Lights; street light information only, walkway light information moved to corresponding walkway light details
M- 15	Street and Walkway Lights "The Floridian"	Deleted - "Floridian" not used
M- 16	Street and Walkway Lights "Gardco Lighting"	M-29 Walk Lights "Gardco Lighting"; updated with LED lumination, grouped with like details
M- 17	Street and Walkway Lights "Lumec Lighting"	M-30 Walk Lights "Lumec Lighting"; updated with LED lumination, grouped with like details
M- 18	Sidewalk Construction at Intersection	M-9 Sidewalk Construction at Four Way Intersections; grouped with like details
M- 19	Sidewalk Construction at Intersection	M-8 Sidewalk Construction at Three Way Intersections; grouped with like details
M- 20	Fiber Optic Cable & Handholes	M-11 Fiber Optic Cable & Handholds; grouped with like details
M- 21	Fiber Optic Cable & Handholes Notes	Deleted; merged with M-11
M- 22	Stabilized Walking Path	M-10 Stabilized Walking Path; grouped with like details
M- 23	One and Two Family Residential Lot Grading	Moved to Storm Details, S-10 Residential Lot Grading, because it pertains to stormwater design
M- 24	Street and Walkway Lights "Traditional Post Top"	M-31 Traditional Post Top Lights; updated with LED lumination, grouped with like details
M- 25	Temporary Construction Fence	M-22 Temporary Construction Fence; grouped with like details
		Added M-20 Bollard Detail; new detail
		Added M-21 Temporary Gravel Construction Entrance; moved from Roadway Details; detail applies to all construction
		Added M-23 Silt Fence Turbidity Barrier; moved from Roadway Details, detail applies to all construction
		Added M-24 Floating Turbidity Barrier; moved from Roadway Details, detail applies to all construction
		Added M-25 Tree Protection Barricade; moved from Roadway Details, detail applies to all construction
		Added M-27 Pipe Bedding and Trench; moved from Sanitary Details, detail applies to all buried pipe

ROADWAY DETAILS

EXISTING		PROPOSED
R- 1	50 feet or 60 feet R/W Road Section	R-3 50' or 60' R/W Road Section; 3,000 psi replaced with 2,500 psi concrete, Type S-III replaced with SP-9.5 asphalt to match FDOT
R- 2	60 feet R/W with Ditch Road Section	R-4 60' R/W with Ditch Road Section; 3,000 psi replaced with 2,500 psi concrete, Type S-III replaced with SP-9.5 asphalt to match FDOT
R- 3A	80 feet R/W with Median and Ditch Road Section	R-5 80' R/W with Median and Ditch Road Section; 3,000 psi replaced with 2,500 psi concrete, Type S-III replaced with SP-9.5 asphalt to match FDOT
R- 3B	80 feet R/W with Median and Ditch Road Section	Deleted; merged with R-5 80' R/W with Median and Ditch Road Section
R- 4A	100 feet R/W with 5 Lane Road Section	R-6 100' R/W with 5 Lane Road Section; 3,000 psi replaced with 2,500 psi concrete, Type S-III replaced with SP-9.5 asphalt to match FDOT
R- 4B	100 feet R/W with 5 Lane Road Section	Deleted; merged with R-6 100' R/W with 5 Lane Road Section
R- 5	100 feet R/W with 4 Lane and Median Road Section	R-5 100' R/W with 4 Lane and Median Road Section; 3,000 psi replaced with 2,500 psi concrete, Type S-III replaced with SP-9.5 asphalt to match FDOT
R- 6	Roadway Geometry	R-8 Roadway Geometry
R- 7	Standard Cul-de-sac Detail with Single Storm Inlet	R-9 Single Storm Inlet Cul-de-sac Detail
R- 8	Standard Cul-de-sac Detail with Double Storm Inlet	R-10 Dual Storm Inlet Cul-de-sac Detail
R- 9	Standard Curb Construction	R-11 Standard Curb Construction
R- 10	Roadway Intersection Valley Gutter	R-12 Roadway Intersection Valley Gutter; transition cross sections added
R- 11	Pavement Butt Joint	R-13 Pavement Restoration; pavement restoration at trench construction added
R- 12	Roadway and Parking Area Design and Construction Notes	R-1 Roadway and Parking Area Design and Construction Notes
R- 13	Roadway and Parking Area Design and Construction Notes	Deleted; merged into R-1
R- 14	Roadway and Parking Area Design and Construction Notes	Deleted; merged into R-1
R- 15	Roadway and Parking Area Design and Construction Notes	Deleted; merged into R-1
R- 16	Roadway and Parking Area Design and Construction Notes	Deleted; merged into R-1
R- 17	Roadway and Parking Area Design and Construction Notes	Deleted; merged into R-1
R- 18	Technical Specifications for Site Plans and Subdivision Testing	Moved to Miscellaneous Details, M-2 Technical Specifications for Site and Subdivision Testing
R- 19	Concrete Pavement Details	R-14 Concrete Pavement Details; grouped with like details
R- 20	Subdivision Technical Specifications: Sodding, Seeding and Mulching	Moved to Miscellaneous Details, M-4 Sodding, Seeding and Mulching Notes
R- 21A	Roadway and Miscellaneous Landscaping Design and Construction Notes	R-2 Roadway Landscaping Layout and Notes; clear zone requirement added
R- 21B	Roadway and Miscellaneous Landscaping Design and Construction Notes	Deleted; merged into R-2
R- 22	Silt Fence Turbidity Barrier	Moved to Miscellaneous Details, M-23 Silt Fence Turbidity Barrier
R- 23	Tree Protection Barricade	Moved to Miscellaneous Details, M-25 Tree Protection Barricade
R- 24	Floating Turbidity Barrier	Moved to Miscellaneous Details, M-24 Floating Turbidity Barrier
R- 25	Contractor Requirements for Site Clearing, Grading and Erosion Control and Construction	Moved to Miscellaneous Details, M-3 Contractor Requirements for Site Clearing, Grading and Erosion Control Design and Construction
R- 26	Contractor Requirements for Site Clearing, Grading and Erosion Control and Construction	Moved to Miscellaneous Details, M-3 Contractor Requirements for Site Clearing, Grading and Erosion Control Design and Construction
R- 27	Temporary Gravel Construction Entrance	Moved to Miscellaneous Details, M-22 Temporary Gravel Construction Entrance
		R-15 Private Parking Lot Details; moved from Miscellaneous Details
		R-16 Driveway Apron; moved from Miscellaneous Details
		R-17 Driveway Brick Paver Apron; added detail for brick apron construction in R/W



City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson, City Manager

THRU: Lynn Stevens, Director of Public Works & Utilities Department
Junos Reed, PE, Engineering and Construction Manager

From: Alex Popovic, Engineer Intern, Public Works

DATE: October 28, 2019

SUBJECT: Standard Construction Details – Update

REQUEST:

Approve the revised Standard Construction Details (SCD), last major update completed December 2008. Chapter 5, Section 3(b), Land Development Code, requires all work to be completed in conformance with adopted standard construction details of the City.

PURPOSE:

The purpose of this request is to provide updated SCD to be used for work within the City. The details incorporate current construction requirements and materials, add new technologies, standardize the look and presentation of the sheets and delete duplicate details.

CONSIDERATION:

A combined effort by Departments of Public Works, Public Utilities and Community Development was performed to update the details.

Key changes:

- Sanitary Sewer Details: addition of submersible pumps, minimum depth of wet well, control system performance, layout and material, addition of pressure sensors at water service.
- Potable Water Details: EJ Group and Kennedy fire hydrants added to approved list, 3" service not provided and deleted as option, added potable water sampling station detail.
- Storm Details: replaced right angle to slant apron around inlets, added greater detail to side yard swale at residential lot grading.
- Reclaimed Water Details: Val-Matic replaced with Vent-O-Mat air release valve, 2" meters to be installed above, not under-ground.
- Miscellaneous Details: sidewalk 3,000 psi replaced with 2,500 psi concrete, fiberglass replaced with metal rebar, rebar to be placed in all sidewalks and bike

paths other than on private property, vehicle overhang detail enhanced, added bollard/sign detail, dumpster enclosure raised to 8', dumpster truck approach requirement added, bollard detail added, deleted Floridian walk light detail (not used), updated Gardco and Lumec walk light detail to current manufacturer's information

- Roadway Details: sidewalk 3,000 psi replaced with 2,500 psi concrete, Type S-III replaced with SP-9.5 asphalt to match current FDOT specifications, added clear zone consideration at roadway landscaping, added brick apron detail

Duplicate information was removed, cross references between sheets were removed to eliminate confusion if a referenced sheet becomes not applicable or has been removed, like details were grouped together (underground installations, aboveground installations, materials, etc.) and design and construction information placed first. In addition, the sheets were standardized with the same font, dimensioning, alignment, line thickness, and layout.

FUNDING:

NA

RECOMMENDATION:

The Departments of Public Works, Public Utilities and Community Development recommend the City Manager approve the updated Standard Construction Details to be used for work within the City.

ANTICIPATED SCHEDULE:

City Council Regular Meeting, November 19, 2019

ATTACHMENTS:

- a.) Summary of changes
- b.) Updated Standard Construction Details

RESOLUTION NO. 19-75

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA; ADOPTING REVISED
STANDARD CONSTRUCTION DETAILS;
PROVIDING FOR CONFLICTING RESOLUTIONS;
PROVIDING FOR SEVERABILITY; AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, Subsection 3(b) of Chapter 5 of the City of Port Orange Land Development Code authorizes adoption of standard construction details by resolution of the City Council of the City of Port Orange; and

WHEREAS, pursuant to this authority the City has previously adopted standard construction details by resolution; and

WHEREAS, standard construction details are in need of revision.

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

SECTION 1. The City Council of the City of Port Orange hereby adopts the revised Standard Construction Details, attached hereto as **Exhibit "A."**

SECTION 2. All other Standard Construction Details shall remain in full force and effect except as modified here.

SECTION 3. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

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

SECTION 5. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved:

Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"

STANDARD CONSTRUCTION DETAILS
(consisting of 152 pages exclusive of this cover)

1. SUBMITTAL REQUIREMENTS FOR THE CITY OF PORT ORANGE ARE LISTED ON THE REPRESENTATIVE CHECKLIST DOCUMENT AVAILABLE AT WWW.PORT-ORANGE.ORG: HOME>GOVERNMENT>DEPARTMENTS>COMMUNITY DEVELOPMENT>PLANNING AND ZONING>DEVELOPMENT REVIEW & ZONING FORMS.
2. PLANS SUBMITTED TO THE COMMUNITY DEVELOPMENT DEPARTMENT FOR REVIEW INCLUDING SITE PLANS, SUBDIVISIONS, PLANNED UNIT DEVELOPMENTS, AND OTHER DEVELOPMENTS, SHALL CONSIST OF AT LEAST THE FOLLOWING ITEMS:
 - A. COVER PAGE WITH PROJECT NAME, PROJECT ADDRESS, SUBMITTAL AND REVISION DATE, DEVELOPER INFORMATION (NAME, ADDRESS, CONTACT INFORMATION), ENGINEER, SURVEYOR, OR LANDSCAPE ARCHITECT INFORMATION (NAME, ADDRESS, CONTACT INFORMATION), AREA MAP SHOWING PROJECT LIMITS, FLOOD ZONE MAP, SOILS INFORMATION MAP, LEGAL DESCRIPTION, TAX PARCEL ID, EXISTING AND PROPOSED DEVELOPMENT AREA SUMMARY, SETBACKS, PARKING REQUIREMENTS, AREA COVERAGE REQUIREMENT, TREE PRESERVATION, AND ANY OTHER PROJECT RELATED INFORMATION.
 - B. ADDITIONAL SHEETS (AS APPROPRIATE):

SURVEY	CLEARING/TREE PROTECTION/DEMOLITION
SWPPP	LAYOUT
UTILITIES	GRADING
STORMWATER	LANDSCAPE
CITY STANDARD DETAILS	IRRIGATION
 - C. PLAN AND PROFILE (1"=40' MAX. PLAN; HORIZ. 1"=40' MAX. AND VERT. 1"=4' MAX. PROFILE)
 - C. CITY STANDARD DETAILS MAY BE REDUCED TO A MINIMUM 5" BY 7" COPY AREA. A MAXIMUM OF 12 DETAIL SHEETS MAY TO BE SHOWN ON ONE STANDARD 24" BY 36" PAGE.
3. PLANS SHALL BE DRAWN ON STANDARD 24" BY 36" SHEETS SHOWING A NORTH ARROW AND SCALE. EACH SHEET SHALL CONTAIN A TITLE BLOCK SHOWING AT LEAST THE FOLLOWING INFORMATION:

PROJECT NAME
 NAME, ADDRESS, AND PHONE NUMBER OF THE COMPANY PREPARING THE DRAWINGS
 SHEET NUMBER
 SHEET NAME
 ORIGINAL SUBMITTAL DATE
 REVISION NUMBER AND DATE
 OTHER INFORMATION AS APPROPRIATE
4. COMPLETE PLAN SETS ARE TO BE SUBMITTED WITH THE APPLICATION, CHECK LIST, PAYMENT, REPORTS, CD AND ADDITIONAL INFORMATION AS LISTED IN THE CHECKLIST.
5. ELECTRONIC SUBMITTALS:
 - A. DRAWINGS:
 1. ALL DRAWINGS SHALL BE PDF FILES CREATED OR SCANNED AT 24x36 INCH SIZE AND 300 DPI.
 2. THE DRAWINGS SHALL BE ARRANGED IN COMPLETE SETS WITH EACH SET NOT EXCEEDING 35 SHEETS PER SINGLE PDF FILE. DRAWING SETS LARGER THAN 36 SHEETS SHALL BE SPLIT INTO MULTIPLE PDF FILE SETS AND NAMED APPROPRIATELY (I.E. CIVIL PLANS, SET 1 OF 2, CIVIL PLANS, SET 2 OF 2...).
 3. PLAN SETS SHALL BE SEPARATED INTO CATEGORY FILES, AS FOLLOWS:

CIVIL – SIGNED AND SEALED SITE PLAN, DETAILS
 LANDSCAPE – SIGNED AND SEALED LANDSCAPING AND IRRIGATION
 SURVEY – SIGNED AND SEALED BOUNDARY, TOPOGRAPHIC, TREE
 ARCHITECTURAL – SIGNED AND SEALED BUILDING ELEVATIONS, FLOOR PLAN, COLOR RENDERING
 PLAT (IF APPLICABLE)
 CONCEPTUAL (IF APPLICABLE)
 - B. DOCUMENTS:
 1. ALL DOCUMENTS SHALL BE PDF FILES CREATED OR SCANNED AT 300 DPI.
 2. APPLICATION FILE SHALL CONTAIN THE FOLLOWING SCANNED DOCUMENTS:

APPLICATION WITH ORIGINAL SIGNATURE
 COVER LETTER WITH ORIGINAL SIGNATURE
 AGENT AUTHORIZATION WITH ORIGINAL SIGNATURE (IF APPLICABLE)
 WARRANTY DEED (RECORDED ORIGINAL)



STANDARD CONSTRUCTION DETAIL
SUBMITTAL REQUIREMENTS

REV. 12/18

FILE NAME:

M1.DWG

DETAIL REF:

M-1

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 INSPECTION 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.

LABORATORY CONTROL AND CERTIFICATES

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 OF THE AASHTO OR ASTM IN FORCE ON THE DATE OF THE TEST.

1.

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.

2.

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



STANDARD CONSTRUCTION DETAIL TECHNICAL SPECIFICATIONS FOR SITE PLANS AND SUBDIVISIONS TESTING

REV. 12/18

FILE NAME:

M2.DWG

DETAIL REF:

M-2

9. 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.
10. 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.
11. ANY BURNING OF CLEARED MATERIALS MUST BE INSPECTED AND PERMITTED ON A DAILY BASIS. CONTACT THE FIRE MARSHAL AT 506-5905 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 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.
15. FILL MATERIAL IS TO BE PLACED IN ONE FOOT MAXIMUM 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 WILL REMAIN IN PLACE IN EXCESS OF TWENTY DAYS SHOULD BE SEEDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
19. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED 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.



STANDARD CONSTRUCTION DETAIL
CONTRACTOR REQUIREMENTS FOR
SITE CLEARING, GRADING, AND EROSION CONTROL
DESIGN AND CONSTRUCTION
(CONTINUED)

REV. 12/18

FILE NAME:

M3.DWG

DETAIL REF:

M-3.1

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 CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

1. 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 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 FURTHEST.
2. 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, AS SPECIFIED, AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
3. WHERE A CHANGE OF GRADE OCCURS WITHIN 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.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL DEVICES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. BEST MANAGEMENT PRACTICES (BMP'S) ARE TO BE IMPLEMENTED, SUCH AS TEMPORARY CONSTRUCTION FENCES, SILT FENCES AND FLOATING TURBIDITY BARRIERS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES AND MEASURES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE, BUT NOT LIMITED TO, PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES AS SPECIFICALLY IDENTIFIED IN LDC, CH 10, ARTICLE 1, SEC. 5.
5. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND/OR 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.
6. 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 WOOD BRACING WITH ORANGE MESH. THIS PRACTICE IS ENCOURAGED BY THE CITY. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN BARRICADES OR WOOD BRACING SHALL BE REQUIRED.
7. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.
8. 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.



STANDARD CONSTRUCTION DETAIL
CONTRACTOR REQUIREMENTS FOR
SITE CLEARING, GRADING, AND EROSION CONTROL
DESIGN AND CONSTRUCTION

REV. 12/18

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DETAIL REF:

M-3

SCOPE OF WORK

FURNISH AND INSTALL SOD, OR SEED AND MULCH, THE LIMITS CALLED FOR ON THE CONSTRUCTION DRAWINGS. AT A MINIMUM, ALL WORK SHALL MEET THE MINIMUM STANDARDS OF SECTION 570 OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND MINIMUM REQUIREMENTS OF THE CITY, AS OUTLINED BELOW.

SEED

SEED SHALL BE PRE-MIXED BY A SEED COMPANY TO THE PERCENTAGES DESCRIBED BELOW, WITH CERTIFICATION FROM THE SUPPLIER PROVIDED TO THE CITY'S DESIGNATED LANDSCAPE INSPECTOR PRIOR TO USE. THE GRASS SEED MIXTURE SHALL BE:

PENSACOLA BAHIA (USE 50% SCARIFIED SEED)	50%
HULLED BERMUDA	25%
BROWN TOP MILLET	25%

NOTE: IN THE FALL AND WINTER MONTHS, AND WITH THE APPROVAL OF THE CITY, ANNUAL RYE GRASS SHALL BE SUBSTITUTED IN EQUAL AMOUNTS FOR THE BROWN TOP MILLET.

MULCH

STRAW OR HAY CONSISTING OF OATS, RYE, OR WHEAT STRAW, OR OF PANGOLA, PEANUT, COASTAL BERMUDA OR BAHIA GRASS HAY. MULCH SHALL BE FREE FROM WEED AND OTHER UNDESIRABLE GRASS. APPROXIMATELY ONE INCH (1"), LOOSE THICKNESS, OF MULCH MATERIAL SHALL BE APPLIED UNIFORMLY OVER THE SEEDED AREAS (APPROXIMATELY ONE AND ONE-HALF (1-1/2) BALES PER 1000 SQUARE FEET). THE MULCH MATERIAL SHALL BE CUT INTO THE SOIL WITH A DISC HARROW OR OTHERWISE ANCHORED DOWN. UNDER PROPER CIRCUMSTANCES, CONTRACTOR MAY REQUEST OPTION TO INSTALL HYDRO-SEEDING, SUBJECT TO THE APPROVAL OF THE PROJECT LANDSCAPE ARCHITECT AND THE CITY.

METHOD

GRASSING SHALL BE DONE IMMEDIATELY UPON COMPLETION OF THE FINE GRADING OPERATION. HOWEVER, NO SEEDING SHALL BE DONE WHEN THE GROUND IS FROZEN OR UNDULY WET. THE RATE OF SPREAD FOR THE SEED MATERIAL SHALL BE ONE HUNDRED AND THIRTY (130) POUNDS PER ACRE.



STANDARD CONSTRUCTION DETAIL SODDING, SEEDING AND MULCHING NOTES

REV. 12/18

FILE NAME:

M4.DWG

DETAIL REF:

M-4

13. SANITARY SEWER STRUCTURES SHALL BE LOCATED AND DIMENSIONED FROM STREET/ROADWAY CENTERLINES OR LOT LINES, AS APPROPRIATE. SANITARY SEWER STRUCTURE RIMS, PIPE INVERTS AND BOTTOM ELEVATIONS SHALL BE RECORDED AND CLEARLY NOTED AS AS-BUILT INFORMATION.
14. SANITARY SEWER PIPE SHALL BE LOCATED AND DIMENSIONED FROM THE BACK OF CURB, OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. SANITARY SEWER PIPE MATERIAL, LENGTH, AND SIZE SHALL BE RECORDED AND CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
15. SEWER LATERALS SHALL BE RECORDED AT THEIR CLEAN-OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TOWARD UPSTREAM MANHOLES.
16. LIFT STATIONS SHALL BE LOCATED AND DIMENSIONED FROM STREET/ROADWAY CENTERLINES OR LOT LINES, AS APPROPRIATE. LIFT STATION DIMENSIONAL AND ELEVATION INFORMATION INDICATED ON THE APPROVED FOR CONSTRUCTION PLANS SHALL BE VERIFIED AND AS-BUILT INFORMATION INDICATED. BURIED ELECTRICAL SERVICE LINE SHALL BE CLEARLY DIMENSIONED, LOCATED, AND LABELED. FORCE MAIN PIPE INVERT ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS AS-BUILT INFORMATION.
17. FORCE MAIN PIPE SHALL BE LOCATED AND DIMENSIONED FROM THE BACK OF CURB, OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. FORCE MAIN PIPE MATERIAL, LENGTH, AND SIZE SHALL BE RECORDED AND CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
18. TIE-IN DIMENSIONS TO THREE (3) PERMANENT ABOVE GRADE FEATURES SHALL BE SHOWN ON THE AS-BUILTS FOR ALL VALVES, TEES, BENDS, CROSSES, SERVICE CONNECTION TEES, FIRE HYDRANTS AND APPLICABLE FIXTURES AT THE POTABLE WATER, RECLAIMED WATER AND FORCE MAIN SERVICES.
19. A TABLE SHALL BE SHOWN ON THE AS-BUILTS LISTING THE NORTHING, EASTING, TOP ELEVATION, SIZE, MATERIAL, TYPE AND MODEL INFORMATION FOR ALL POTABLE WATER, RECLAIMED WATER AND FORCE MAIN VALVES, TEES, BENDS, CROSSES, SERVICE CONNECTION TEES, FIRE HYDRANTS AND APPLICABLE FIXTURES.
20. FOR PERPENDICULAR CROSSINGS OF STORMWATER, POTABLE WATER, RECLAIMED WATER, OR FORCE MAIN SERVICES, THE AS-BUILT PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES.
21. ANY SPECIAL FEATURES SUCH AS, CONCRETE FLUMES, LAKE BANKS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHALL ALSO BE LOCATED AND DIMENSIONED.
22. IF AN APPROVED SUBDIVISION PLAT OR SITE PLAN SHOWS A CONSERVATION EASEMENT, THE PROJECT SURVEYOR SHALL PROVIDE THE EXACT LOCATION OF THE SPECIMEN TREE(S) FROM THE RIGHT-OF-WAY OR PROPERTY LINES AND PROPOSED EASEMENT BOUNDARIES ON THE AS-BUILT DRAWING. THE AS-BUILT LOCATION OF THESE TREES WILL HELP VERIFY THE SUFFICIENCY OF THE CONSERVATION EASEMENT PRIOR TO PLAT RECORDING OR CERTIFICATE OF OCCUPANCY.
23. WHEN STORMWATER, POTABLE WATER, RECLAIMED WATER OR SANITARY SEWER IMPROVEMENTS ARE LOCATED WITHIN AN EASEMENT, THE AS-BUILT DRAWING SHALL ACCURATELY DEPICT THE LOCATION OF THE IMPROVEMENTS AND THE EASEMENT. SUCH DOCUMENTATION AND THE ASSOCIATED PROPOSED EASEMENT DOCUMENT WITH LEGAL DESCRIPTION SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL PRIOR TO RECORDING OF SAID EASEMENT. UPON CITY APPROVAL, THE EASEMENT SHALL BE RECORDED VIA A SEPARATE LEGAL INSTRUMENT.



STANDARD CONSTRUCTION DETAIL
REQUIREMENTS FOR AS-BUILTS DRAWINGS
(CONTINUED)

REV. 12/18

FILE NAME
M5.DOC

DETAIL REF:
M-5.1

IN ORDER TO ENSURE THAT NEW SUBDIVISIONS AND SITE PLANS ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS, THE FOLLOWING INFORMATION IS REQUIRED ON ALL AS-BUILT DRAWINGS:

1. INDIVIDUAL PLAN AND PROFILE SHEETS FOR ALL ROADS AND SANITARY SEWER LINES, SHOWING MANHOLES, INLETS, AND PIPE CROSSINGS. PLAN AND PROFILE SHEETS SHALL SHOW SANITARY LINES AND ALL OTHER BURIED UTILITIES THAT CROSS SEWER LINES, AND ANY THAT ARE PARALLEL AND WITHIN TEN FEET OF SANITARY SEWER LINES. PLAN VIEWS SHALL BE DRAWN AT A SCALE OF ONE (1) INCH EQUAL TO FORTY (40) FEET HORIZONTAL. PROFILES SHALL BE DRAWN AT ONE (1) INCH EQUAL TO FOUR (4) FEET VERTICAL AND ALIGNED VERTICALLY WITH IMPROVEMENTS SHOWN ON THE PLAN VIEW.
2. DESIGN ELEMENTS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
3. PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK FOR SUBDIVISIONS AND AS APPROPRIATE TO CONFIRM PAVING LIMITS FOR SITE PLANS.
4. ALL RADII AT INTERSECTIONS SHALL BE VERIFIED, DIMENSIONED AND CLEARLY INDICATED ON THE AS-BUILT.
5. ROADWAY ELEVATIONS AT CENTERLINE AND CURB INVERT SHALL BE RECORDED AT ALL GRADE CHANGES, 100' INTERVALS FOR LONG ROADWAYS, AND OTHER INTERVALS AS NEEDED. FOR SUBDIVISIONS, THE AS-BUILT CENTERLINE GRADE LINES OF ALL STREETS SHALL BE SHOWN ON THE PLAN AND PROFILE ALONG WITH THE DESIGN PROFILE GRADE LINES. IN THE EVENT THAT THE AS-BUILT CENTERLINE LONGITUDINAL GRADE DOES NOT MEET THE CITY MINIMUM STANDARDS, ADDITIONAL LONGITUDINAL GRADES OF THE ADJACENT CURBING AND SIMILAR ROADWAY CROSS-SECTIONS SHALL BE REQUIRED TO VERIFY THAT THE SYSTEM WILL FUNCTION AS ORIGINALLY DESIGNED.
6. FOR SUBDIVISIONS, PROPOSED DESIGN FINISHED FLOOR ELEVATIONS SHALL APPEAR ON ALL SUBDIVISION LOTS ON THE APPROPRIATE PLAN AND PROFILE SHEET AS WELL AS ON THE MASTER DRAINAGE PLAN.
7. STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND DIMENSIONED FROM STREET/ROADWAY CENTERLINES OR LOT LINES AS APPROPRIATE. STORM DRAINAGE PIPE SHALL BE LOCATED AND DIMENSIONED FROM THE BACK OF CURB, OR EDGE OF PAVEMENT IF NO CURB IS PRESENT.
8. STORM DRAINAGE STRUCTURE RIMS, PIPE INVERT AND INLET BOTTOM ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS AS-BUILT INFORMATION. STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE RECORDED AND CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
9. ALL APPLICABLE TOPOGRAPHIC INFORMATION PERTINENT TO THE ON-SITE DRAINAGE SYSTEM, SUCH AS DITCHES, SWALES, LAKES, CANALS, ETC. THAT ARE DEEMED NECESSARY BY THE CITY TO VERIFY THE FUNCTIONAL PERFORMANCE OF THE STORMWATER SYSTEM, SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100' AT THE TOP OF BANK AND TOE OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY TIE DOWN THESE FEATURES TO THE ROADWAY CENTERLINES AND TO PLAT LINES WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES.
10. RETENTION AREAS SHALL HAVE THEIR TOP AND BOTTOM OF BANK ELEVATIONS RECORDED. ACTUAL DIMENSIONS OF THE SIZE OF ALL RETENTION AREAS ARE TO BE RECORDED AS MEASURED FROM TOP-OF-BANK TO TOP-OF-BANK WITH SIDE SLOPES INDICATED.
11. ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE AS-BUILT.
12. STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE AND TOPS OF BANKS SHALL BE RECORDED EVERY 100 FEET. SIDE SLOPES SHALL ALSO BE INDICATED.



STANDARD CONSTRUCTION DETAIL
REQUIREMENTS FOR AS-BUILTS DRAWINGS

REV. 12/18

FILE NAME
M5.DOC

DETAIL REF:
M-5

NOTES:

1. ALL CONCRETE SIDEWALKS AND BIKE PATHS IN PUBLIC RIGHT-OF-WAYS, PRIVATE RIGHT-OF-WAYS, COMMON AREAS IN RESIDENTIAL SITES, COMMERCIAL, INDUSTRIAL, INSTITUTIONAL, MULTI-FAMILY OR MIXED-USE SITES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS LISTED BELOW.
2. EXCEPTION TO THE SPECIFICATIONS BELOW WILL BE FOR PRIVATE RESIDENTIAL SIDEWALKS NOT LOCATED IN A COMMON AREA.
3. SIDEWALKS, BIKE PATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE HAVING A MAXIMUM SLUMP OF 3", A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 2,500 PSI IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4" WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6" WHERE MOTOR VEHICLES ARE LIKELY TO CROSS.
4. 2-#4 METAL REINFORCEMENT BARS WITH MINIMUM 6" OVERLAPS SHALL BE INSTALLED LONGITUDINALLY 3" FROM THE EDGE. THE BARS SHALL BE LOCATED AT MID DEPTH OF THE CONCRETE. THE BARS SHALL BE PLACED ON NON FERROUS SPACERS TO ENSURE REQUIRED SEPARATION FROM SUBGRADE.
5. THE EXISTING SUBGRADE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL AND FILL SHALL BE SMOOTH, SOUND, AND SOLID. THE SUBGRADE SHALL BE COMPACTED TO A MINIMUM 95% DENSITY BASED ON MODIFIED PROCTOR DRY TEST PER AASHTO T-180.
6. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBGRADE IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
7. SIDEWALKS SHALL BE PLACED PARALLEL TO AND 12" 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 IS RECORDED.
8. THE TOP OF THE SIDEWALK PARALLEL WITH CURB AND GUTTER SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY AND NO HIGHER THAN 6" ABOVE THE CROWN, UNLESS APPROVED BY THE CITY, TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
9. THE CONCRETE 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.
10. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING CONCRETE 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'. JOINT MATERIAL SHALL BE PREFORMED JOINT FILLER MEETING FDOT SPECIFICATIONS.
11. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS, 1/8" WIDTH, AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 48", WHICHEVER IS GREATEST.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SIDEWALK FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SIDEWALK, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SIDEWALK IN ACCORDANCE WITH THE CITY CODE. ANY SIDEWALK SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
13. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
14. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, RE-GRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT SOIL GRADE.
15. AT INTERSECTIONS WITH SIDEWALK TO MIAMI CURB CONNECTIONS AT EACH CORNER, THE 3" RISE TO SIDEWALK FINAL GRADE WILL BE OMITTED BETWEEN CONNECTIONS.



STANDARD CONSTRUCTION DETAIL
SIDEWALK CONSTRUCTION REQUIREMENTS

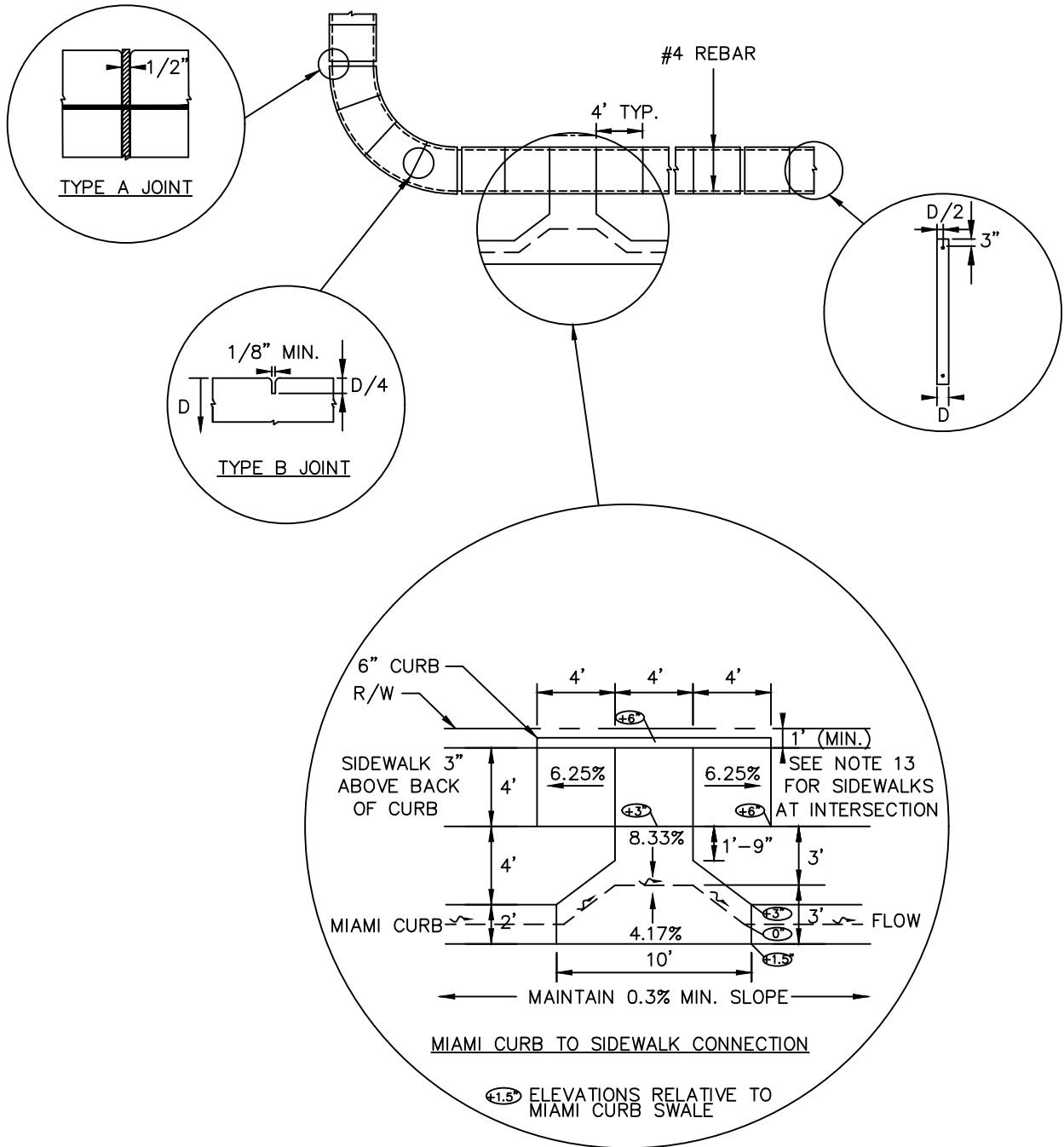
REV. 12/18

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M6.DWG

DETAIL REF:

M-6.1



STANDARD CONSTRUCTION DETAIL
SIDEWALK CONSTRUCTION REQUIREMENTS

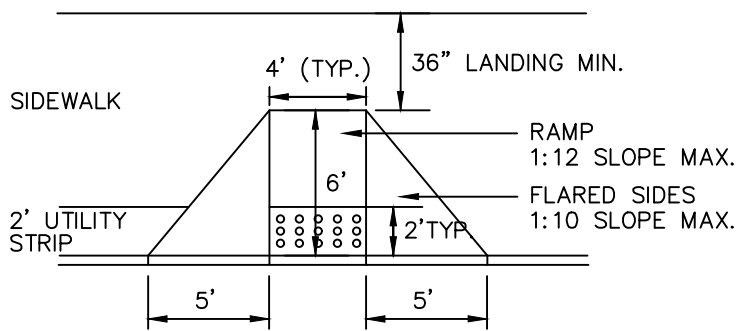
REV. 12/18

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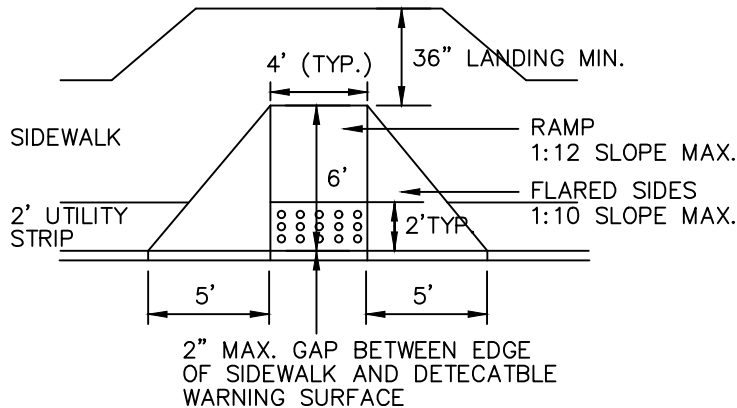
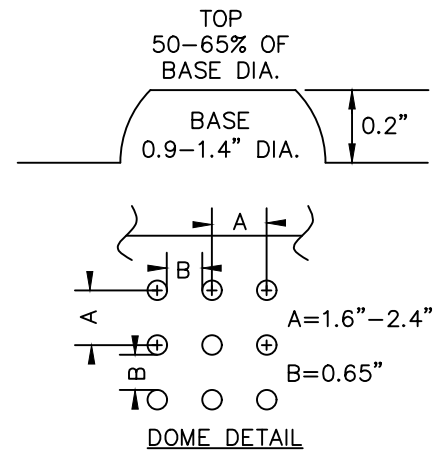
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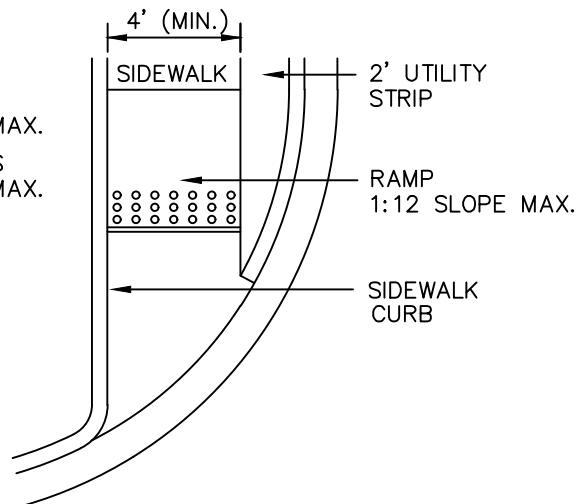
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ALL DIMENSIONS TYPICAL FOR 6" RAISED SIDEWALK.



ALL DIMENSIONS TYPICAL FOR 6" RAISED SIDEWALK.



NOTES:

1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH CROSSWALK MARKING DETAILS SHOWN IN THE PLANS. RAMPS ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN THE PLANS EVEN WHEN A SIDEWALK IS NOT CONSTRUCTED CONCURRENTLY.
2. WHERE THERE IS NO LANDING ON THE TOP OF CURB RAMPS, CURB RAMP FLARES SHALL BE PROVIDED AND SHALL NOT BE STEEPER THAN 1:12.
3. CURBED RAMPS SUBJECT TO DOT REGULATION CFR 37.21 SHALL HAVE DETECTABLE WARNING SURFACE.
4. ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 304. FOR ADDITIONAL CONFIGURATIONS AND INFORMATION, SEE FDOT SPECIFICATIONS SECTION 527 AND STANDARDS FOR ACCESSIBILITY REQUIREMENTS LISTED IN THE AMERICANS WITH DISABILITIES ACT.
5. PLACE DETECTABLE WARNINGS ACROSS THE FULL WIDTH OF THE RAMP OR LANDING, TO A DEPTH OF 2' MEASURED PERPENDICULAR TO THE CURB LINE AND NO GREATER THAN 5' FROM THE BACK OF THE CURB OR EDGE OF PAVEMENT.
6. IF DETECTABLE WARNINGS ARE SHOWN IN THE PLANS ON SLOPES GREATER THAN 5%, ALIGN THE TRUNCATED DOMES WITH THE CENTERLINE OF THE RAMP; OTHERWISE, THE TRUNCATED DOMES ARE NOT REQUIRED TO BE ALIGNED.
7. DETECTABLE WARNING WILL BE WEATHER RESISTANT PRE CAST CONCRETE TILES OR PAVERS OR MATS THAT ARE SURFACE APPLIED TO CONCRETE OR ASPHALT SURFACES WITH ADHESIVE AND MECHANICAL FASTENERS.
8. DETECTABLE WARNING COLOR WILL BE COLONIAL OR BRICK RED ON CONCRETE WALKING SURFACES AND SAFETY OR FEDERAL YELLOW ON ASPHALT WALKING SURFACES.



STANDARD CONSTRUCTION DETAIL SIDEWALK CURB RAMP

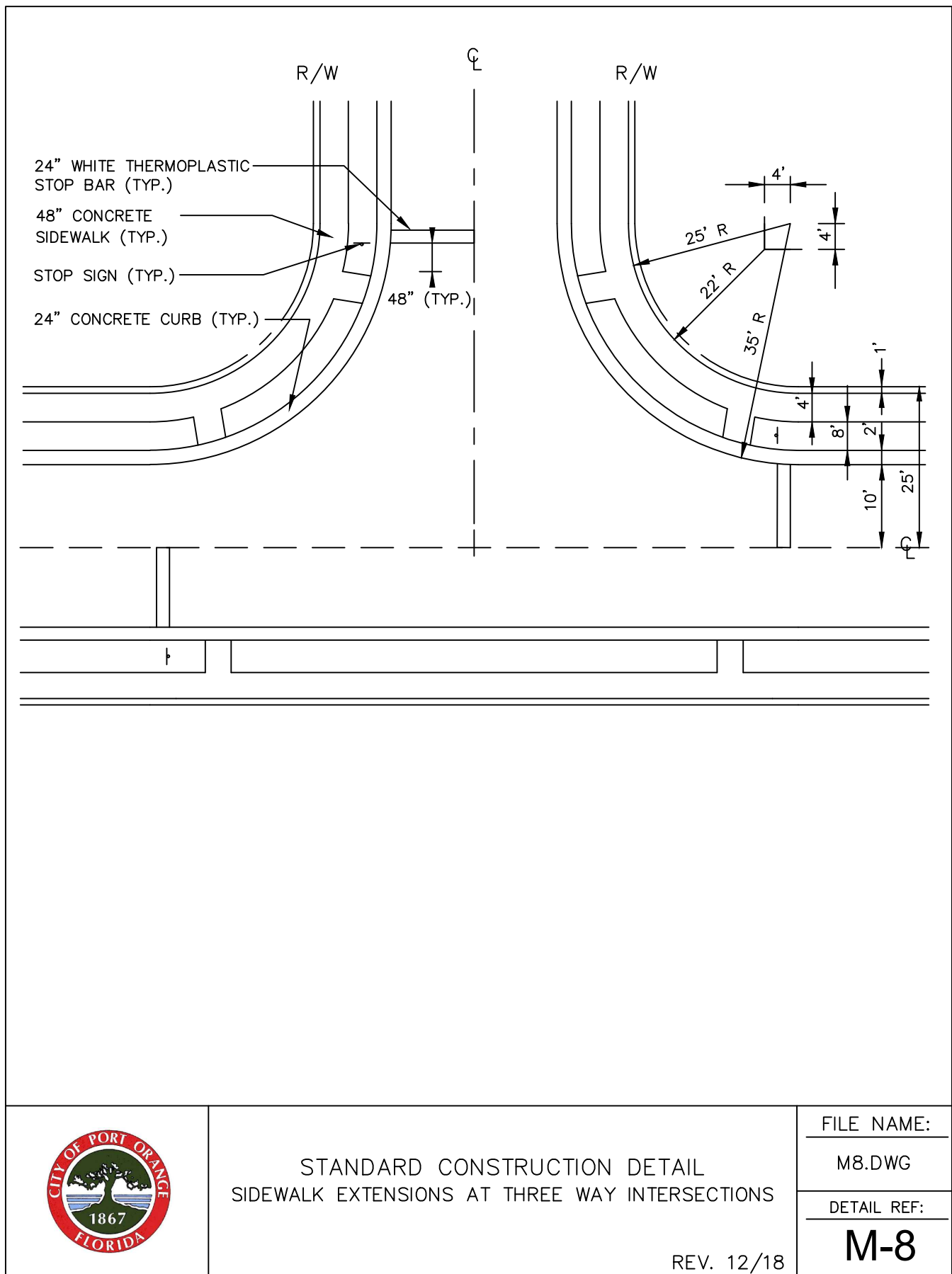
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M7.DWG

DETAIL REF:

M-7



STANDARD CONSTRUCTION DETAIL
SIDEWALK EXTENSIONS AT THREE WAY INTERSECTIONS

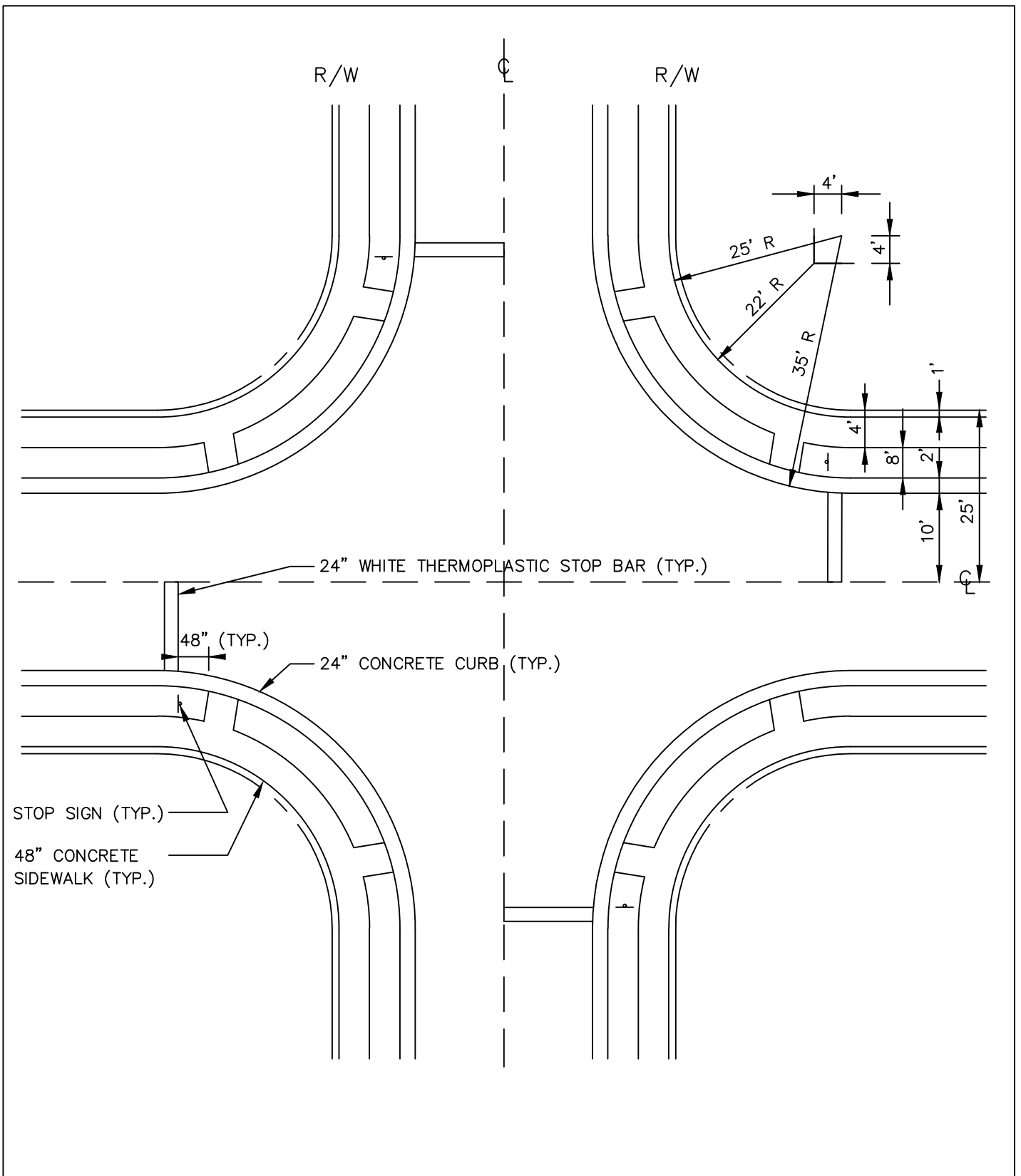
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FILE NAME:

M8.DWG

DETAIL REF:

M-8



STANDARD CONSTRUCTION DETAIL
SIDEWALK EXTENSIONS AT FOUR WAY INTERSECTIONS

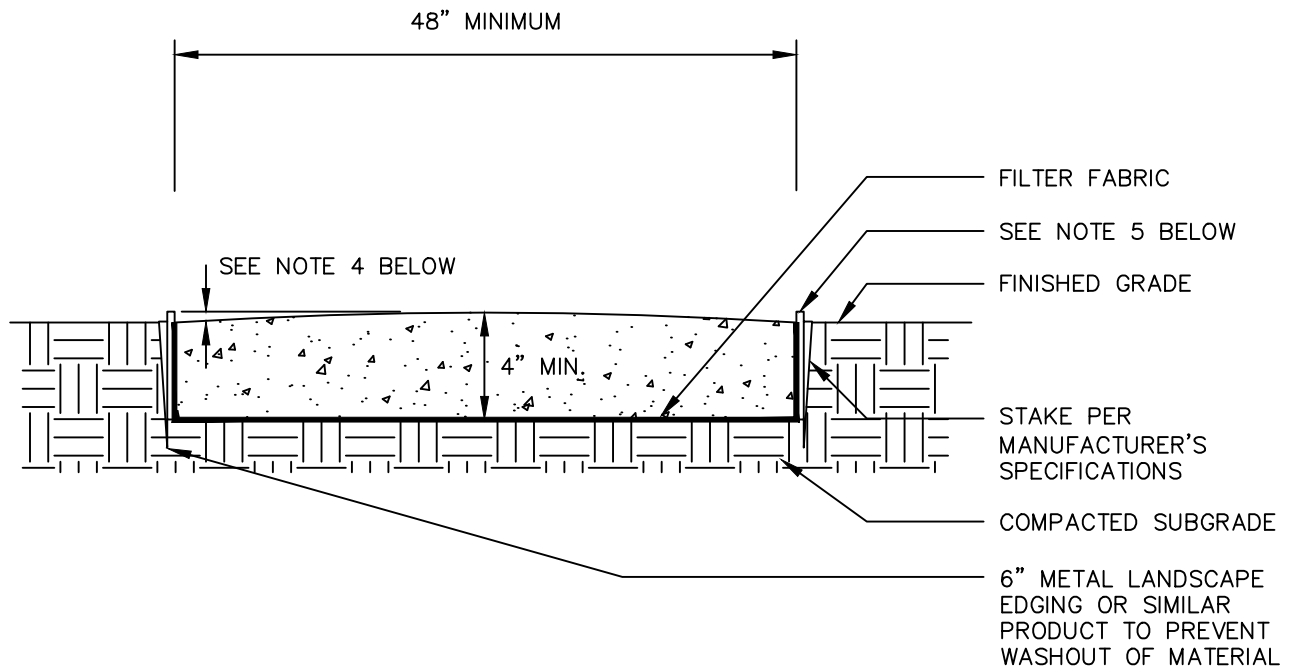
REV. 12/18

FILE NAME:

M9.DWG

DETAIL REF:

M-9



NOTE:

1. THE FOLLOWING MATERIALS ARE PERMITTED TO BE USED AS A STABILIZED WALKWAY:
 - A. COMPACTED CRUSHED MINERAL AGGREGATE
 - B. COMPACTED CRUSHED SHELL
 - C. OTHER MATERIALS APPROVED THROUGH THE SDRC PROCESS.
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 2.08% 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, BUT NOT MORE THAN 3" ABOVE FINISHED GRADE.



STANDARD CONSTRUCTION DETAIL
STABILIZED WALKING PATH

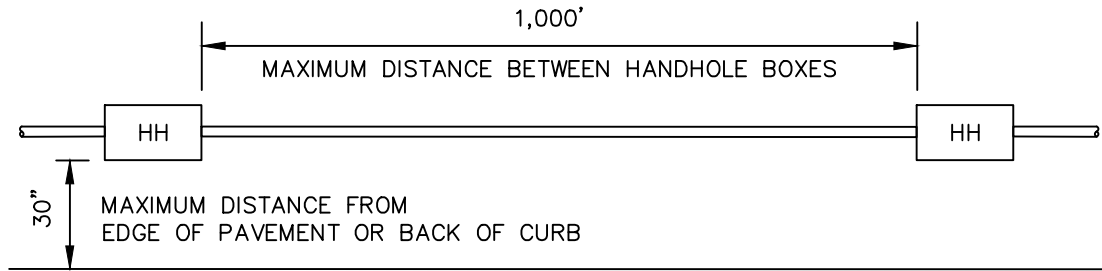
REV. 12/18

FILE NAME:

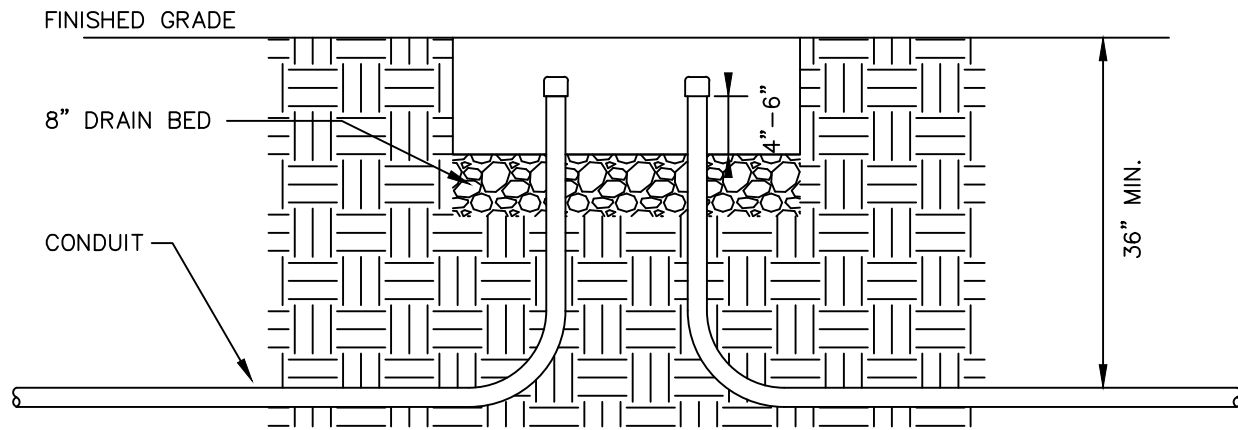
M10.DWG

DETAIL REF:

M-10



LAYOUT



HANDHOLE

NOTE:

1. HANDHOLES SHALL BE:
 - UL LISTED BOXES, NOT TO EXCEED 30"x48"
 - DESIGNED FOR A MINIMUM ANSI/SCTE 77 LOAD RATING TIER 5
 - PRE-CAST POLYMER CONCRETE TYPE BY QUAZITE OR EQUAL
 - INSTALLED AT GRADE ON A 8" THICK AGGREGATE DRAIN BED OF GRAVEL OR CRUSHED ROCK
2. CONDUIT SHALL BE:
 - 4" MULTI-CELL DUCTED CONDUIT WITH 4 INNER DUCTS, SCHEDULE 40, GRAY PVC, WITH METALLIC JET STRING OR MULE STRING
 - TRACEABLE
 - TEMPORARILY CAPPED AT ENDS AFTER INSTALLATION
 - INSTALLED IN CONFORMANCE WITH THE NATIONAL ELECTRIC SAFETY CODE (LATEST EDITION) AND NATIONAL ELECTRIC CODE (LATEST EDITION), AS APPLICABLE; INSTALLED TO MEET OR EXCEED ELECTRONICS INDUSTRY ASSOCIATION AND TELECOMMUNICATIONS INDUSTRY ASSOCIATION STANDARDS



STANDARD CONSTRUCTION DETAIL FIBER OPTIC CABLE & HANDHOLES

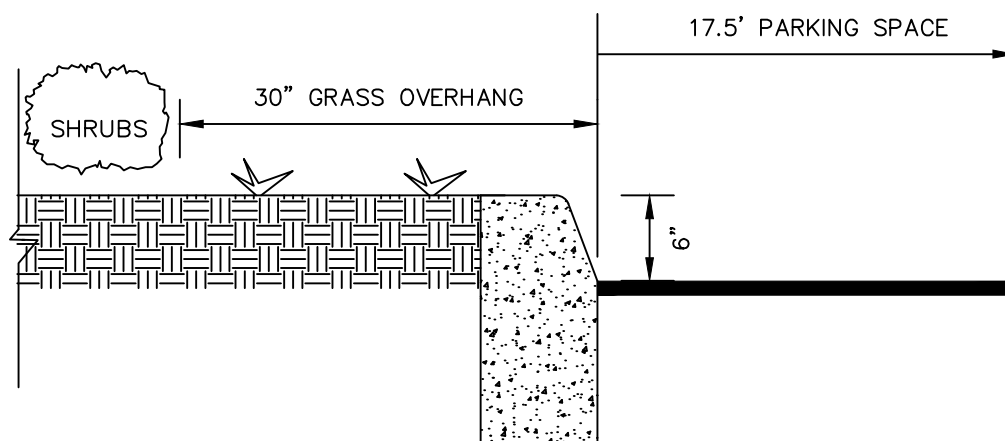
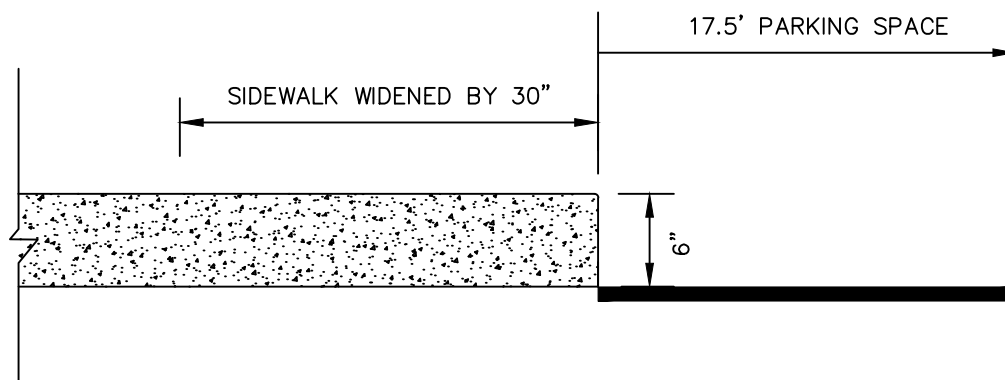
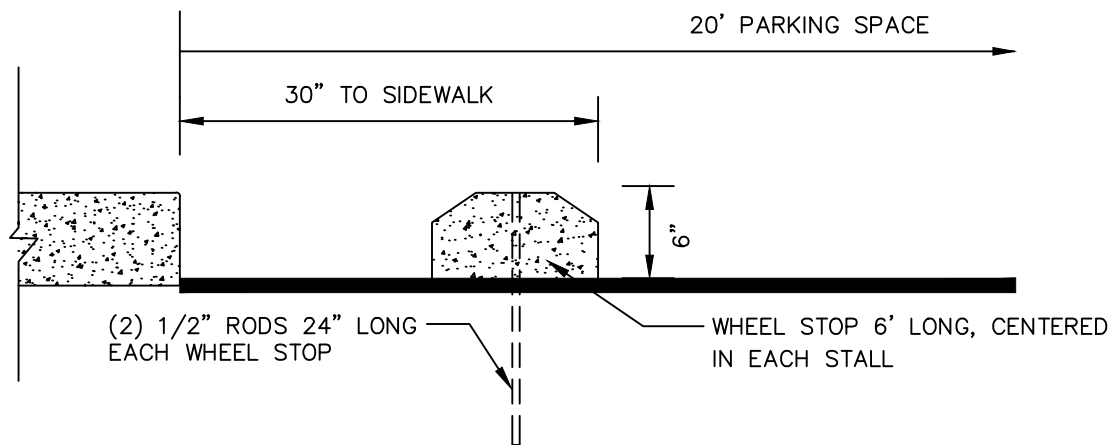
REV. 12/18

FILE NAME:

M11.DWG

DETAIL REF:

M-11



STANDARD CONSTRUCTION DETAIL WHEEL STOP AND CURB STOP LAYOUT

REV. 12/18

FILE NAME:

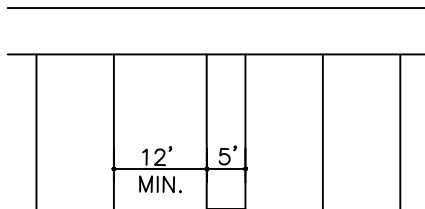
M12.DWG

DETAIL REF:

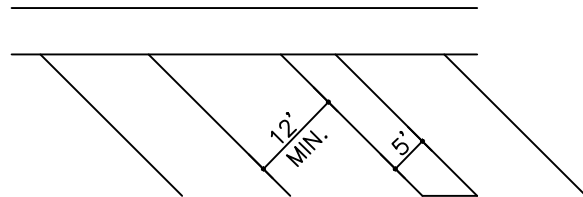
M-12

ACCESSIBLE PARKING SPACES SHALL BE PROVIDED IN ACCORDANCE WITH CURRENT FLORIDA STATUTES, INCLUDING THE FOLLOWING DETAILS:

1. ANY COMMERCIAL REAL ESTATE PROPERTY OR RESIDENTIAL MODEL CENTERS OWNER OFFERING PARKING FOR THE GENERAL PUBLIC SHALL PROVIDE SPECIALLY DESIGNED AND MARKED MOTOR VEHICLE PARKING SPACES FOR THE EXCLUSIVE USE OF PHYSICALLY DISABLED PERSONS WHO HAVE BEEN ISSUED PARKING PERMITS PURSUANT TO STATE LAW.
2. PARALLEL PARKING SPACES SHALL BE LOCATED AT THE BEGINNING OR END OF A BLOCK OR ADJACENT TO ALLEY ENTRANCES. CURBS ADJACENT TO SUCH SPACES SHALL BE OF A HEIGHT WHICH WILL NOT INTERFERE WITH THE OPENING AND CLOSING OF MOTOR VEHICLE DOORS.
3. ACCESSIBLE PARKING SPACES SHALL BE CONSPICUOUSLY OUTLINED IN BLUE PAINT AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT, ABOVE-GRADE SIGN BEARING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND THE CAPTION PARKING BY DISABLED PERMIT ONLY, AND AN ADDITIONAL SIGN STATING THE PENALTY FOR ILLEGAL USE OF THE SPACE. SUCH SIGNS SHALL NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE. ALL ACCESSIBLE PARKING MUST BE SIGNED AND MARKED IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
4. PERPENDICULAR OR DIAGONAL PARKING SPACES SHALL BE A MINIMUM OF 12' WIDE. ALL ACCESSIBLE PARKING SPACES SHALL HAVE A 5' WIDE ADJACENT ACCESS AISLE. PARKING ACCESS AISLES SHALL BE PART OF THE ACCESSIBLE ROUTE TO THE BUILDING OR FACILITY ENTRANCE. TWO ACCESSIBLE PARKING SPACES MAY SHARE A COMMON ACCESS AISLE. PARKED VEHICLE OVERHANGS SHALL NOT REDUCE THE CLEAR WIDTH OF AN ACCESSIBLE CIRCULATION ROUTE.



(A) PERPENDICULAR



(B) DIAGONAL

5. ALL SPACES SHALL HAVE AN ACCESSIBLE CURB-RAMP OR CURB-CUT TO ALLOW ACCESS TO THE BUILDING SERVED. IT SHALL BE LOCATED SO THAT USERS WILL NOT BE COMPELLED TO WHEEL BEHIND PARKED VEHICLES, EXCEPT HIS OR HER OWN VEHICLE.
6. THE MINIMUM NUMBER OF SUCH PARKING SPACES SHALL COMPLY WITH THE FOLLOWING TABLE:

TOTAL PARKING IN LOT	REQUIRED NUMBER OF ACCESSIBLE SPACES
UP - 25	1
26 - 50	2
51 - 75	3
76 - 100	4
101 - 150	5
151 - 200	6
201 - 300	7
301 - 400	8
401 - 500	9
501 - 1000	2% OF TOTAL
OVER 1000	20+1 FOR EACH 100 (OR FRACTION THEREOF) OVER 1000



STANDARD CONSTRUCTION DETAIL
ACCESSIBLE PARKING SPACES

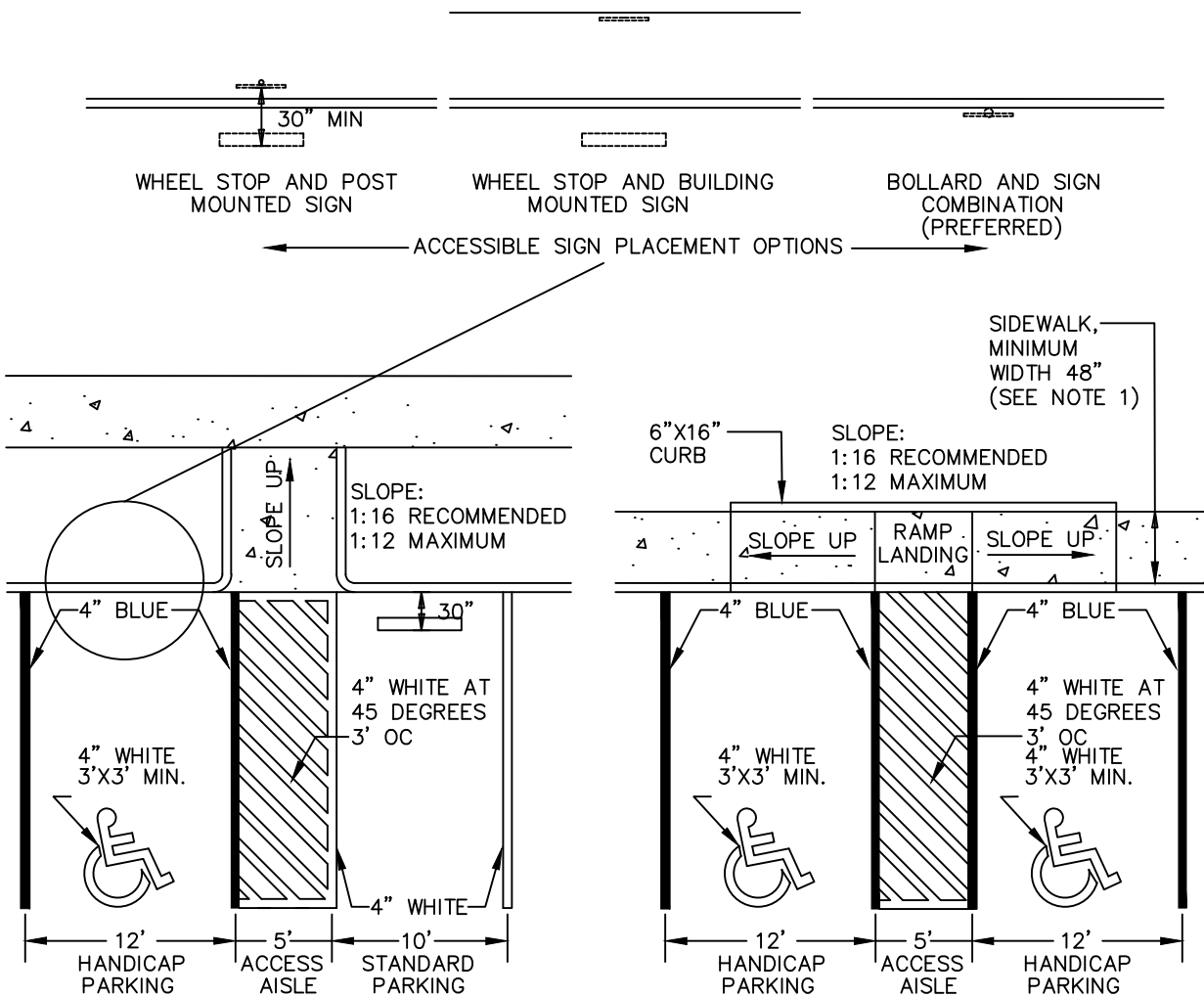
REV. 12/18

FILE NAME:

M13.DWG

DETAIL REF:

M-13



NOTE:

1. RAISED SIDEWALKS ADJACENT TO BUILDINGS MAY BE USED IN LIEU OF WHEEL STOPS, PROVIDING THE SIDEWALK IS NOT LESS THAN 7' WIDE (LDC, CHAPTER 12, SECTION 6(G)(2)).
2. A 44" WIDE MINIMUM CLEAR ACCESSIBLE ROUTE MUST BE PROVIDED AT ALL TIMES.
3. ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1/4"/1' OR 2.08% IN ALL DIRECTIONS.
4. WHERE PARKING SPACES ARE MARKED WITH LINES, WIDTH MEASUREMENTS OF PARKING SPACES AND ACCESSIBLE AISLES SHALL BE MADE FROM CENTERLINE OF THE MARKINGS,
5. WHERE PARKING SPACES OR ACCESS AISLES ARE NOT ADJACENT TO ANOTHER PARKING SPACE OR ACCESS AISLE, MEASUREMENTS SHALL BE PERMITTED TO INCLUDE THE FULL WIDTH OF THE LINE DEFINING THE PARKING SPACE OR ACCESS AISLE.
6. LINE WIDTHS FOR ACCESSIBILITY SYMBOL AND STRIPING, AND ANGLE OF ACCESS AISLE STRIPING ARE RECOMMENDED MEASUREMENTS.



STANDARD CONSTRUCTION DETAIL
ACCESSIBLE PARKING LAYOUT

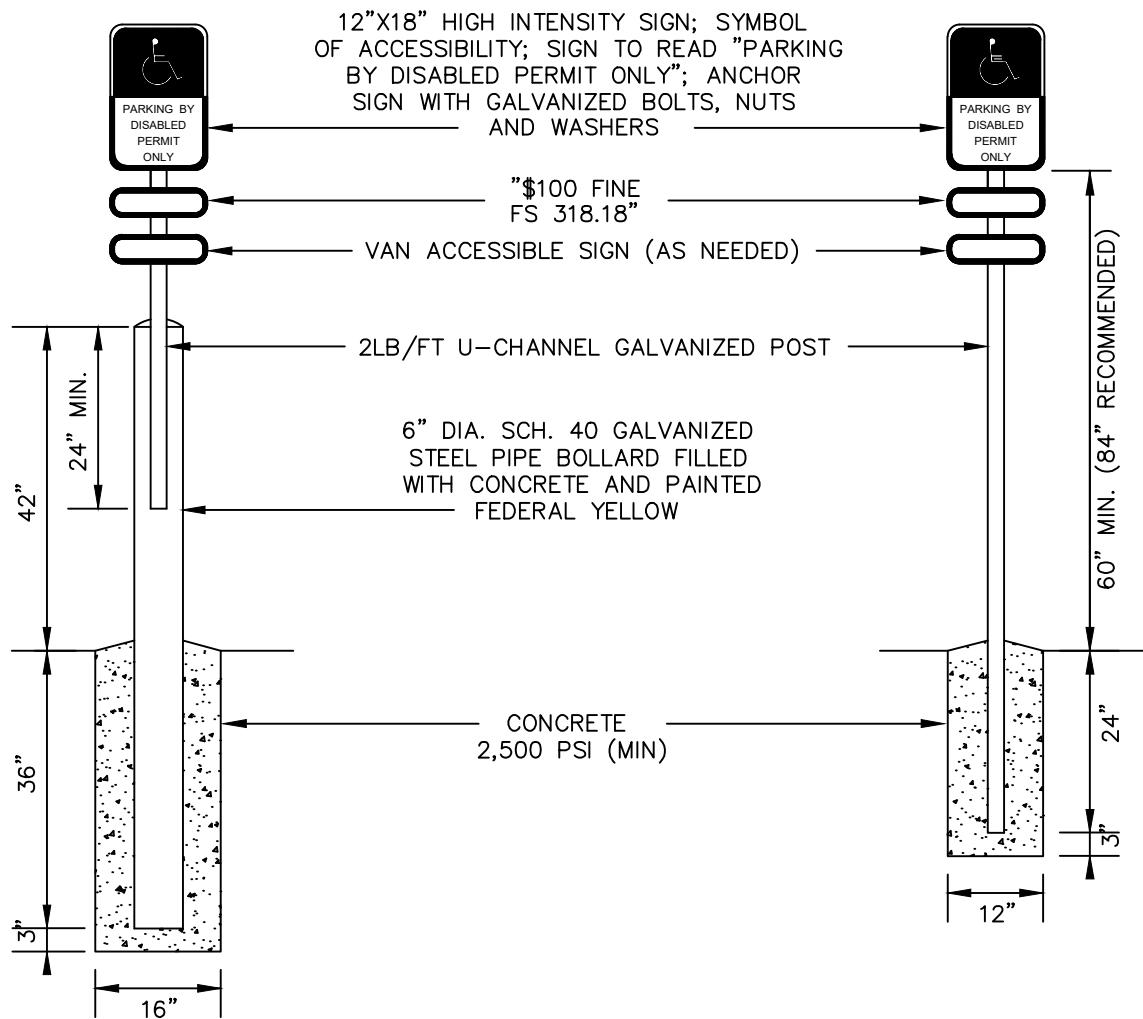
REV. 12/18

FILE NAME:

M14.DWG

DETAIL REF:

M-14



BOLLARD/SIGN COMBINATION

POST MOUNTED SIGN

NOTE:

1. PARKING SPACE SIGNS FOR INDIVIDUALS WITH DISABILITIES SHALL CONFORM TO CURRENT LOCAL, STATE AND FEDERAL CODES AND REGULATIONS.
2. ALL SIGNS SHALL BE DESIGNED TO WITHSTAND WIND SPEED LISTED IN FBC (LATEST EDITION).



STANDARD CONSTRUCTION DETAIL
ACCESSIBLE PARKING SIGN,
BOLLARD/SIGN COMBINATION AND
POST MOUNTED

REV. 12/18

FILE NAME:

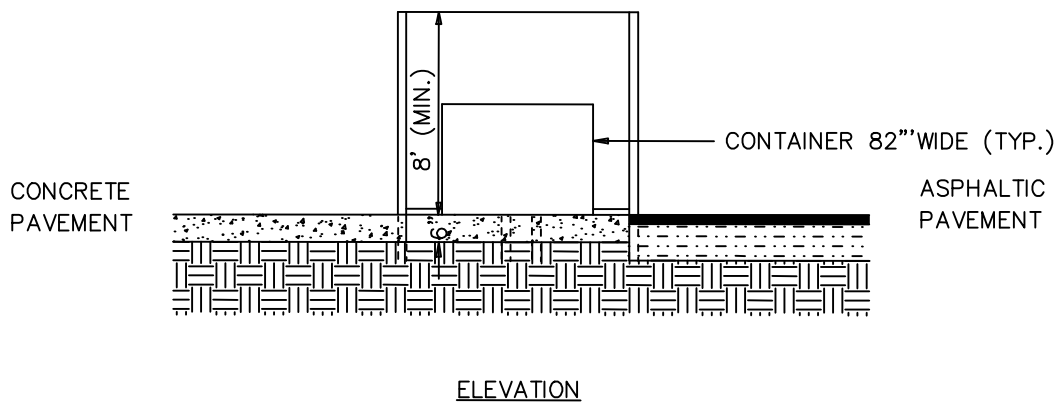
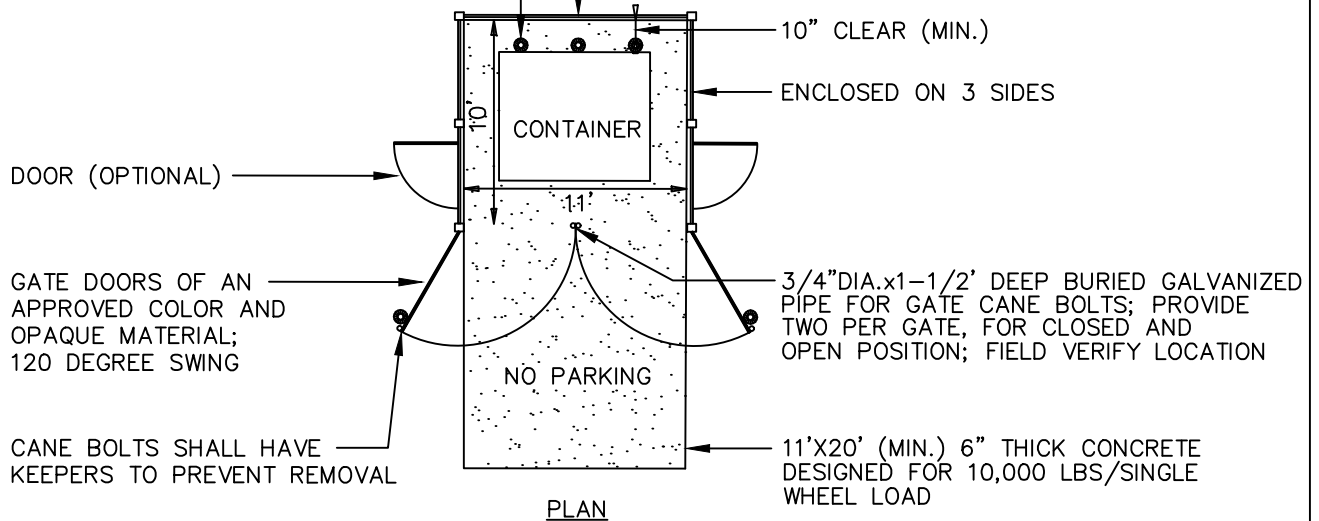
M15.DWG

DETAIL REF:

M-15

6" DIA. (MIN.) PIPE BOLLARD,
CONCRETE FILLED, PAINTED FEDERAL
YELLOW; PIPES SHALL HAVE A MINIMUM
BURIAL OF 36" BELOW GRADE AND BE
42" ABOVE GRADE

DECORATIVE WALL CONSISTING OF ONE
OR MORE COLORS AND FINISHES TO BE
COMPLEMENTARY TO BUILDING DESIGN;
PROVIDE DRAINAGE UNDER OR THROUGH
ENCLOSURE AND GRADE AWAY
FROM INTERIOR



NOTES:

1. PROVIDE 40' STRAIGHT STATIC APPROACH (MIN.) AND 40' APPROACH AND DEPARTURE RADIUS (MIN.).
2. AREA TO BE FREE OF OVERHEAD LINES AND WIRES.
3. APPLICANT TO PROVIDE A SIDE ELEVATION TO DEMONSTRATE COLOR, MATERIAL, AND DESIGN CONSISTENCY WITH THE PRINCIPAL BUILDING.
4. ENCLOSURE SHALL BE DESIGNED FOR WIND SPEED LISTED IN FBC (LATEST EDITION).
5. ENCLOSURE SHALL REQUIRE BUILDING PERMIT FOR CONSTRUCTION.



STANDARD CONSTRUCTION DETAIL
SINGLE CONTAINER
DUMPSTER ENCLOSURE

REV. 12/18

FILE NAME:

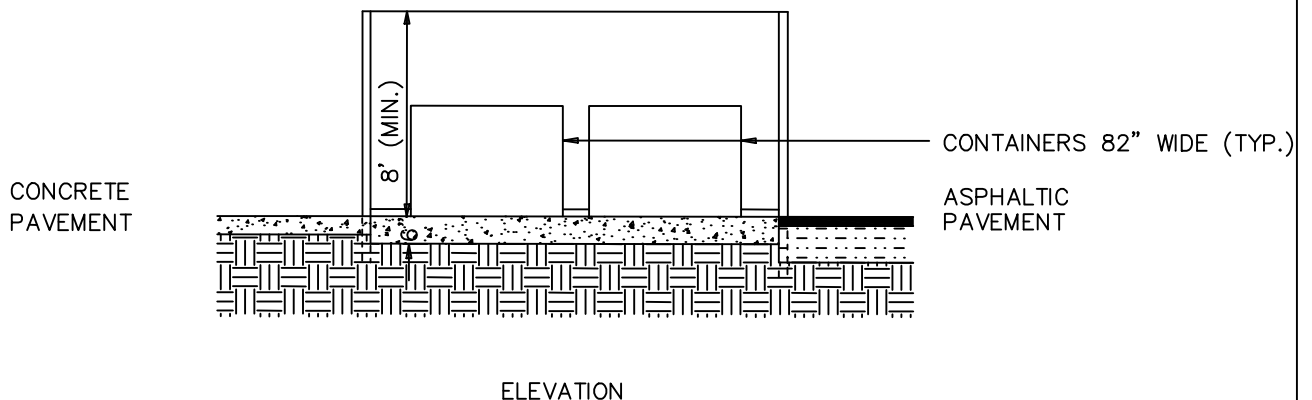
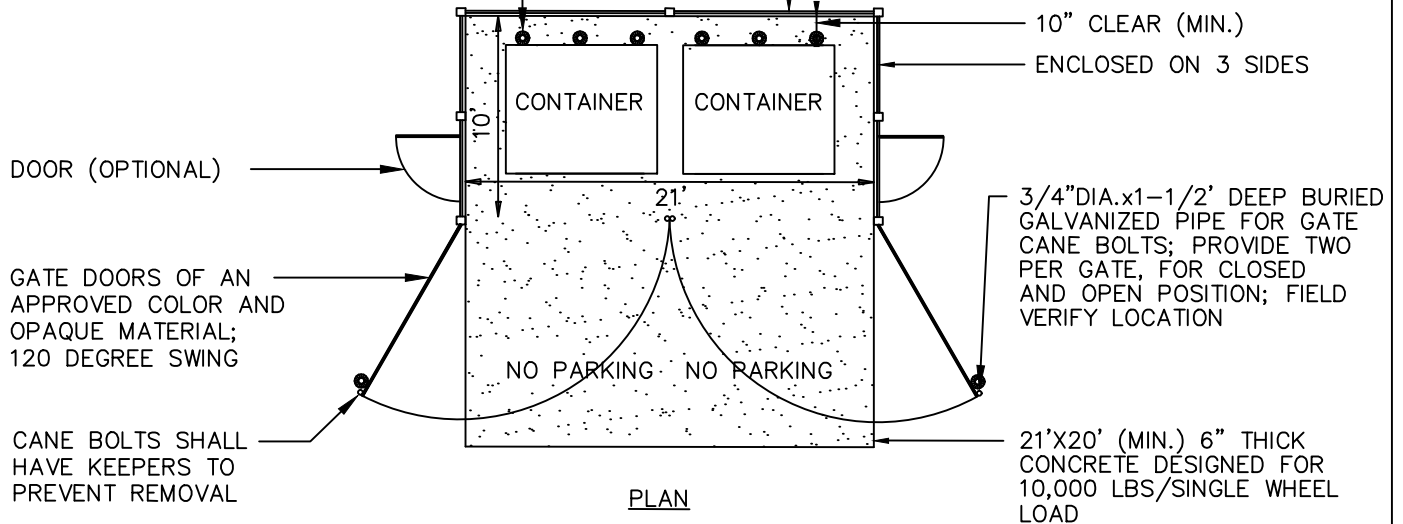
M16.DWG

DETAIL REF:

M-16

6" DIA. (MIN.) PIPE BOLLARD, CONCRETE FILLED, PAINTED FEDERAL YELLOW; PIPES SHALL HAVE A MINIMUM BURIAL OF 36" BELOW GRADE AND BE 42" ABOVE GRADE

DECORATIVE WALL CONSISTING OF ONE OR MORE COLORS AND FINISHES TO BE COMPLEMENTARY TO BUILDING DESIGN; PROVIDE DRAINAGE UNDER OR THROUGH ENCLOSURE AND GRADE AWAY FROM INTERIOR



NOTES:

1. PROVIDE 40' STRAIGHT STATIC APPROACH (MIN.) AND 40' APPROACH AND DEPARTURE RADIUS (MIN.).
2. AREA TO BE FREE OF OVERHEAD LINES AND WIRES.
3. APPLICANT TO PROVIDE A SIDE ELEVATION TO DEMONSTRATE COLOR, MATERIAL, AND DESIGN CONSISTENCY WITH THE PRINCIPAL BUILDING.
4. ENCLOSURE SHALL BE DESIGNED FOR WIND SPEED LISTED IN FBC (LATEST EDITION).
5. ENCLOSURE SHALL REQUIRE BUILDING PERMIT FOR CONSTRUCTION.



STANDARD CONSTRUCTION DETAIL DOUBLE CONTAINER DUMPSTER ENCLOSURE

REV. 12/18

FILE NAME:

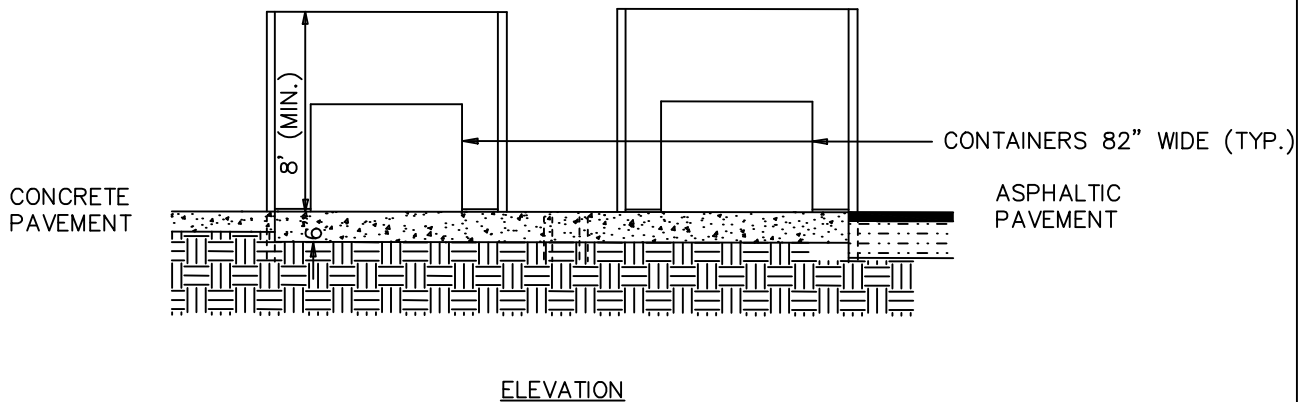
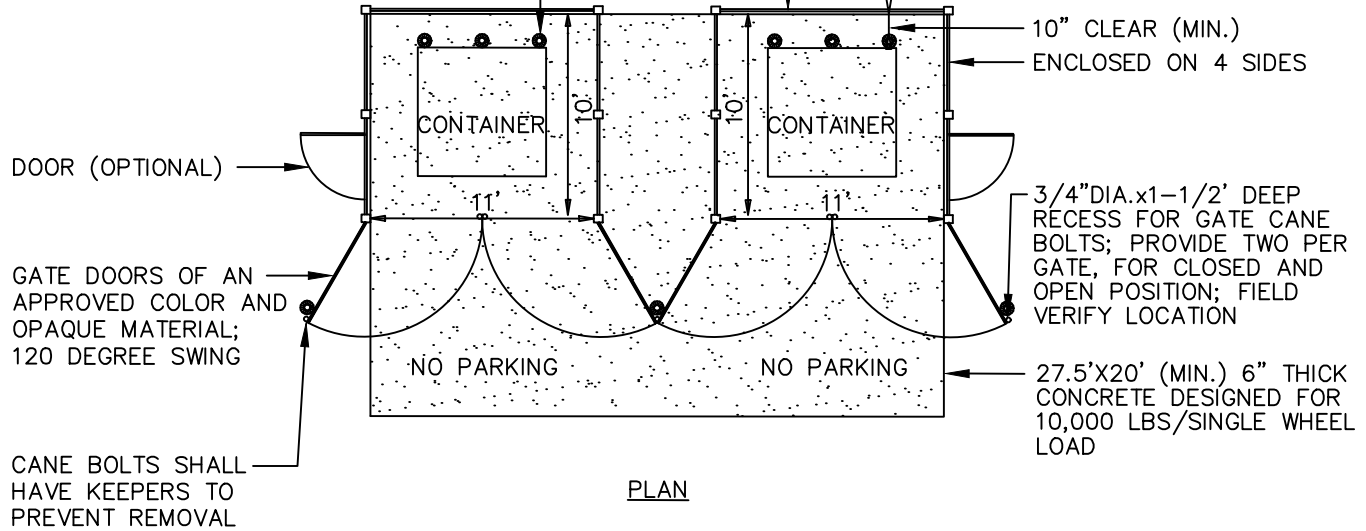
M17.DWG

DETAIL REF:

M-17

6" DIA. (MIN.) PIPE BOLLARD, CONCRETE FILLED, PAINTED FEDERAL YELLOW; PIPES SHALL HAVE A MINIMUM BURIAL OF 36" BELOW GRADE AND BE 42" ABOVE GRADE

DECORATIVE WALL CONSISTING OF ONE OR MORE COLORS AND FINISHES TO BE COMPLEMENTARY TO BUILDING DESIGN; PROVIDE DRAINAGE UNDER OR THROUGH ENCLOSURE AND GRADE AWAY FROM INTERIOR



NOTES:

1. PROVIDE 40' STRAIGHT STATIC APPROACH (MIN.) AND 40' APPROACH AND DEPARTURE RADIUS (MIN.).
2. AREA TO BE FREE OF OVERHEAD LINES AND WIRES.
3. APPLICANT TO PROVIDE A SIDE ELEVATION TO DEMONSTRATE COLOR, MATERIAL, AND DESIGN CONSISTENCY WITH THE PRINCIPAL BUILDING.
4. ENCLOSURE SHALL BE DESIGNED FOR WIND SPEED LISTED IN FBC (LATEST EDITION).
5. ENCLOSURE SHALL REQUIRE BUILDING PERMIT FOR CONSTRUCTION.



STANDARD CONSTRUCTION DETAIL DUAL ENCLOSURE DUMPSTER ENCLOSURE

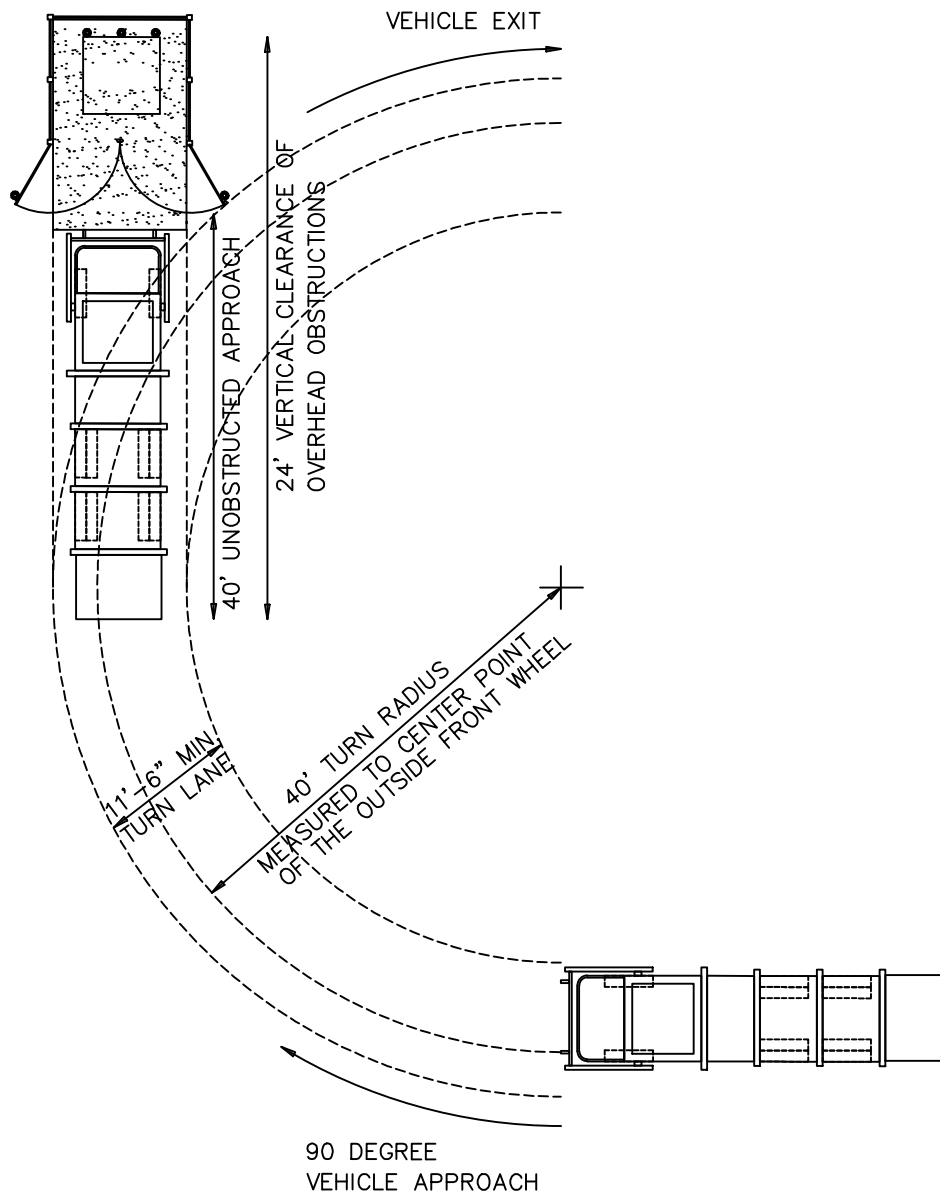
REV. 12/18

FILE NAME:

M18.DWG

DETAIL REF:

M-18



STANDARD CONSTRUCTION DETAIL
COLLECTION VEHICLE APPROACH
AND TURN RADIUS DIAGRAM

REV. 12/18

FILE NAME:

M19.DWG

DETAIL REF:

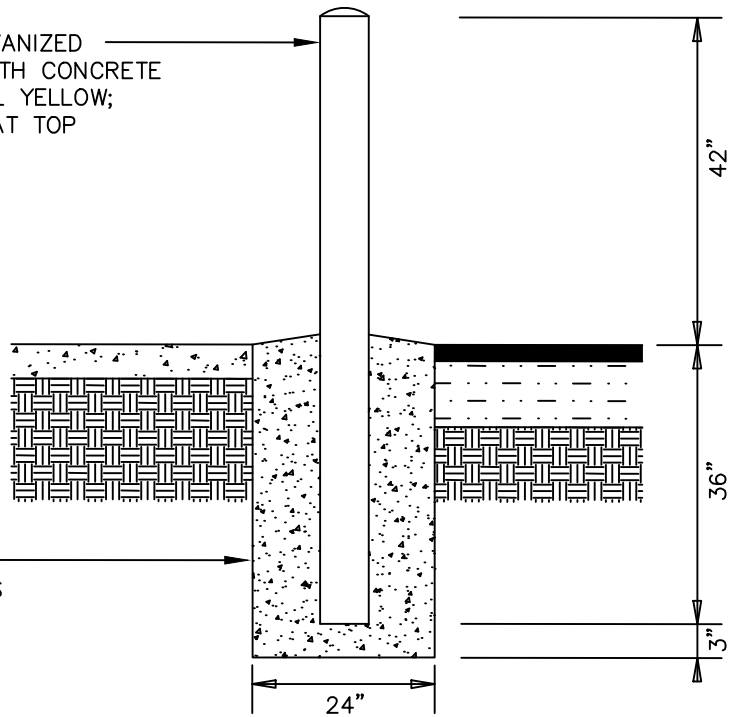
M-19

6" DIA. SCH. 40 GALVANIZED
STEEL PIPE, FILLED WITH CONCRETE
AND PAINTED FEDERAL YELLOW;
CONCRETE ROUNDED AT TOP

CONCRETE

CONCRETE
3,500 PSI AT 28 DAYS

ASPHALT



STANDARD CONSTRUCTION DETAIL BOLLARD DETAIL

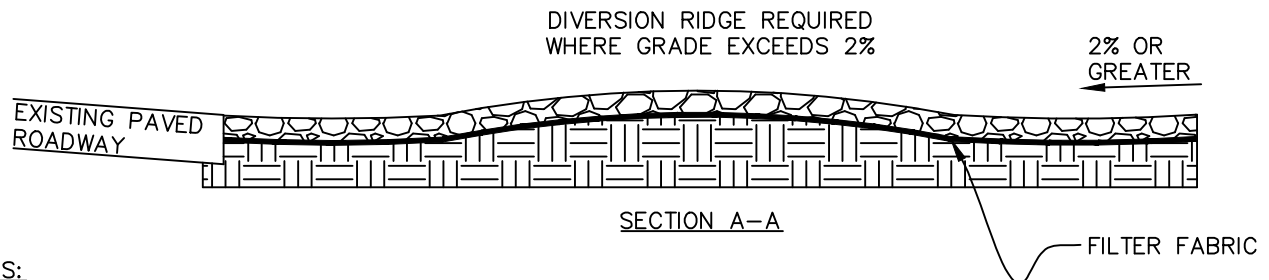
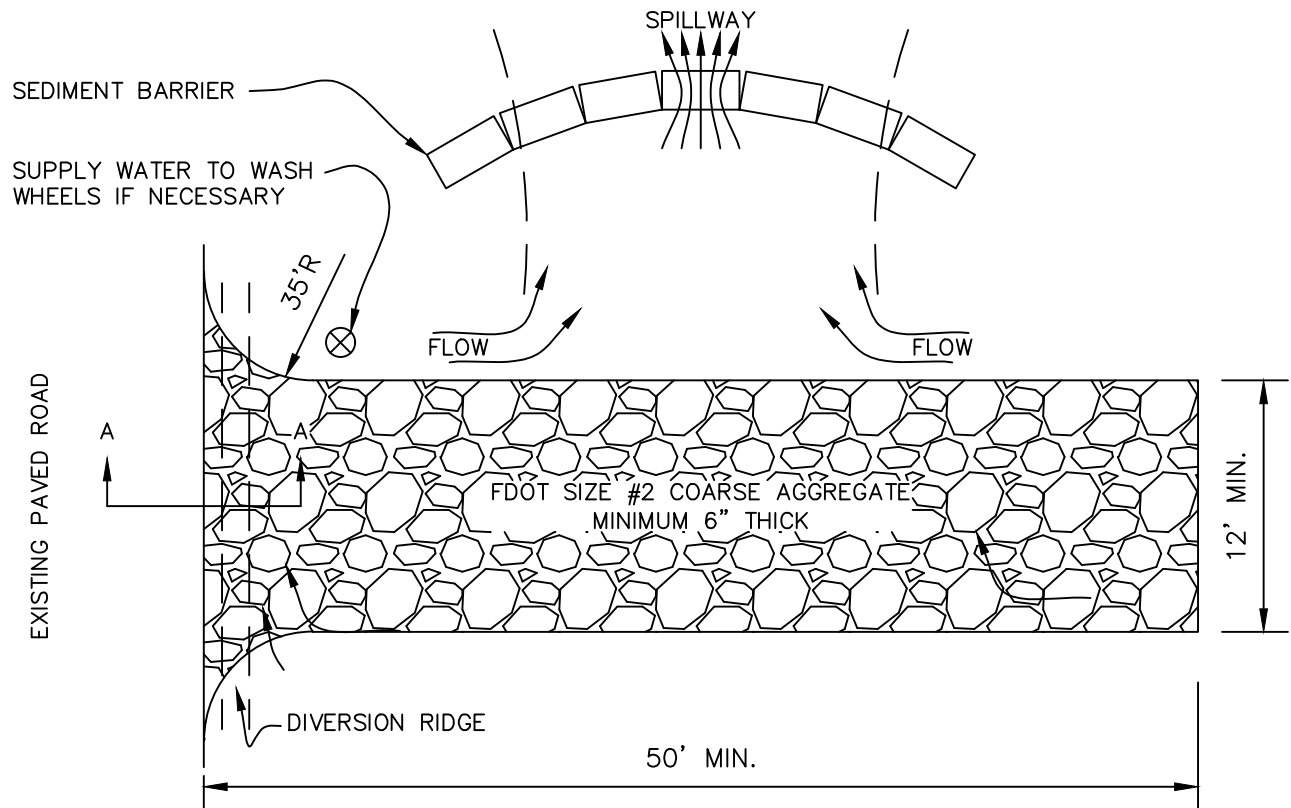
REV. 12/18

FILE NAME:

M20.DWG

DETAIL REF:

M-20



NOTES:

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 PASSIVE MEANS FAIL TO PREVENT TRACKING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY, WHEELS SHALL BE CLEANED PRIOR TO ENTERING ONTO PUBLIC RIGHTS-OF-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 RIGHTS-OF-WAY (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 IS AN ACCEPTABLE ALTERNATIVE TO THIS DETAIL. REFERENCE FDOT INDEX 106 FOR DETAILS.



STANDARD CONSTRUCTION DETAIL
TEMPORARY GRAVEL
CONSTRUCTION ENTRANCE

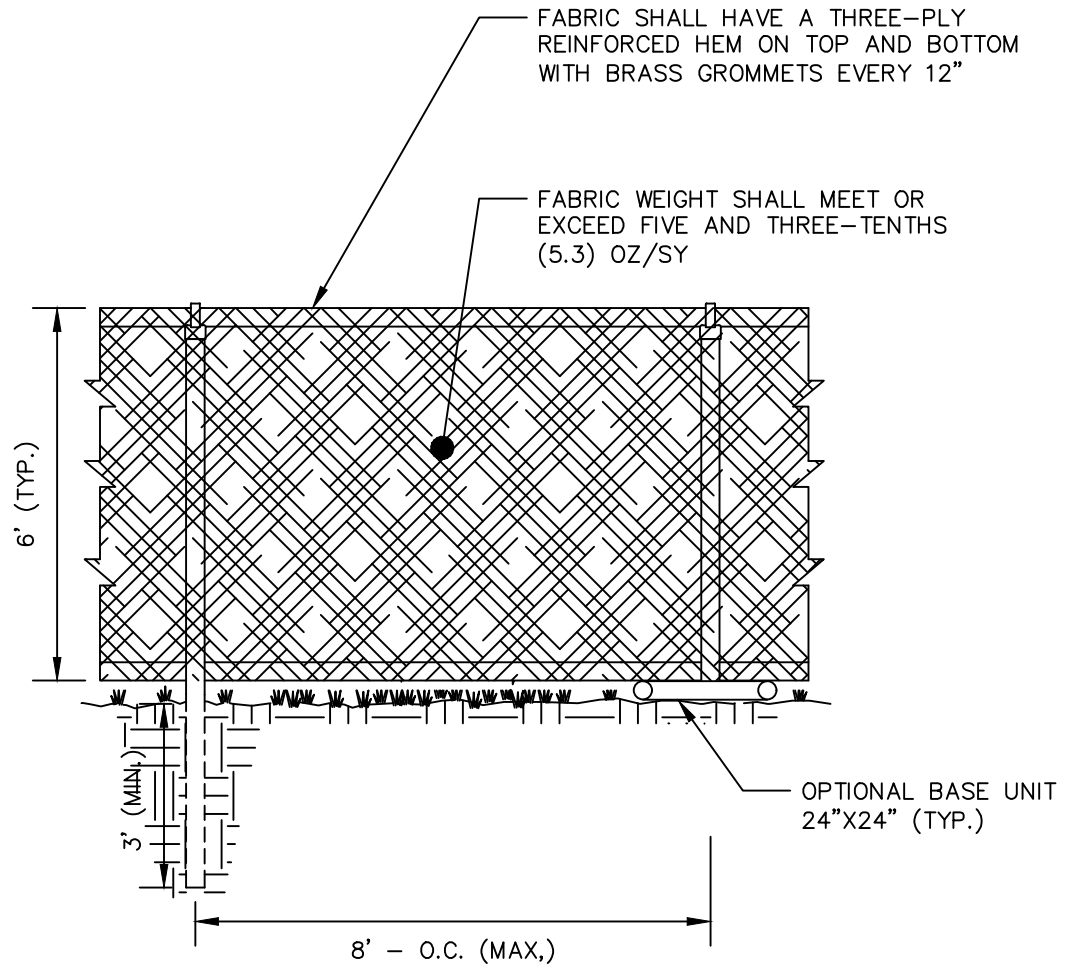
REV. 12/18

FILE NAME:

M21.DWG

DETAIL REF:

M-21



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.
7. TEMPORARY CONSTRUCTION FENCE MAY BE REQUIRED FOR PROPERTY LINES SHARED BETWEEN DISSIMILAR USES.



STANDARD CONSTRUCTION DETAIL
TEMPORARY CONSTRUCTION FENCE

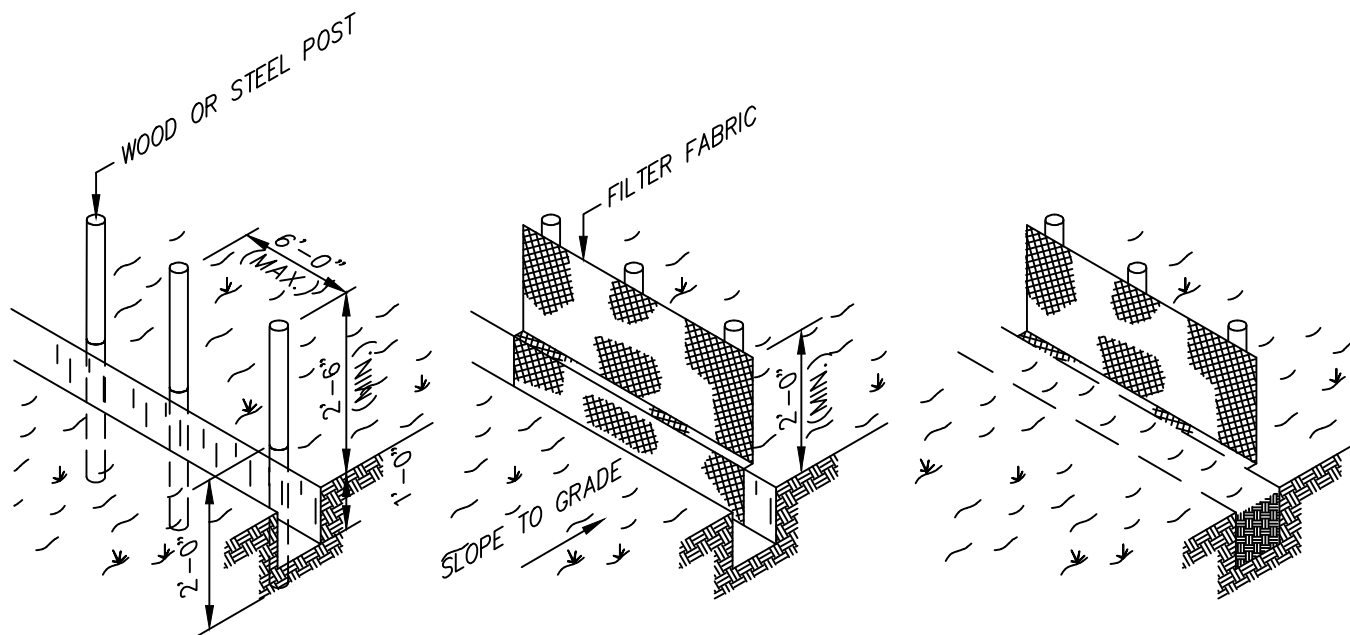
REV. 12/18

FILE NAME:

M22.DWG

DETAIL REF:

M-22



SET POST AND
EXCAVATE A TRENCH
MINIMUM 12" DEEP

ATTACH FILTER FABRIC TO POST
ALLOWING 1 FT EXTENSION INTO
THE TRENCH AS SHOWN

BACKFILL AND COMPACT
EXCAVATED SOIL

SILT FENCE DETAIL

NOTES:

1. MATERIALS, CONSTRUCTION METHODS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL (LATEST EDITION).
2. CONTRACTOR SHALL PROVIDE SILT FENCES OR HAVE BEST MANAGEMENT PRACTICES IMPLEMENTED AS REQUIRED AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONSTRUCTION.
3. CONTRACTOR SHALL ROUGH GRADE STORMWATER 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 6' WIDTH AND 1.5 TON WEIGHT, TO CLEAR A NARROW PATH TO INSTALL THE SILT FENCE.



STANDARD CONSTRUCTION DETAIL SILT FENCE TURBIDITY BARRIER

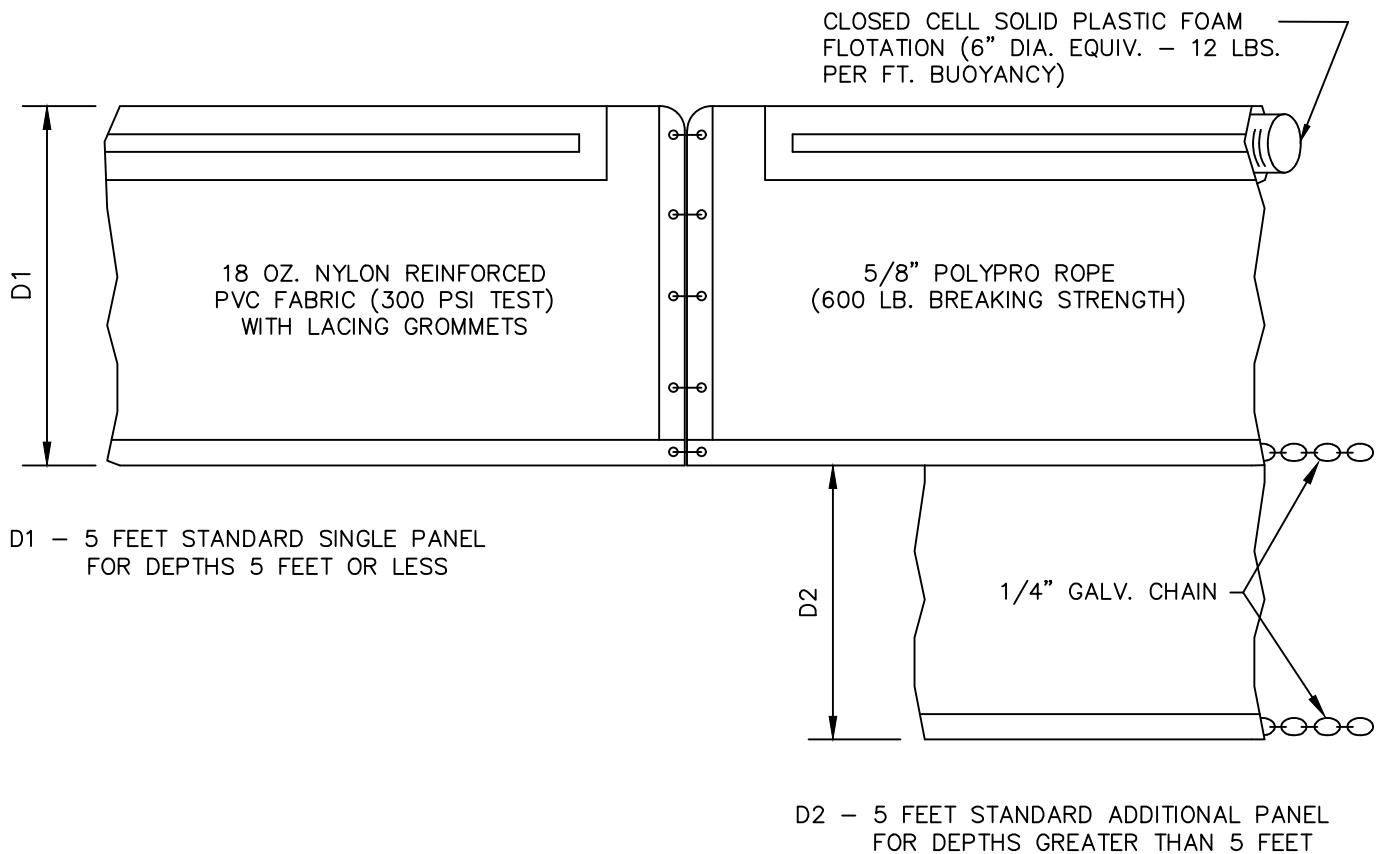
REV. 12/18

FILE NAME:

M23.DWG

DETAIL REF:

M-23



STANDARD CONSTRUCTION DETAIL
FLOATING TURBIDITY BARRIER

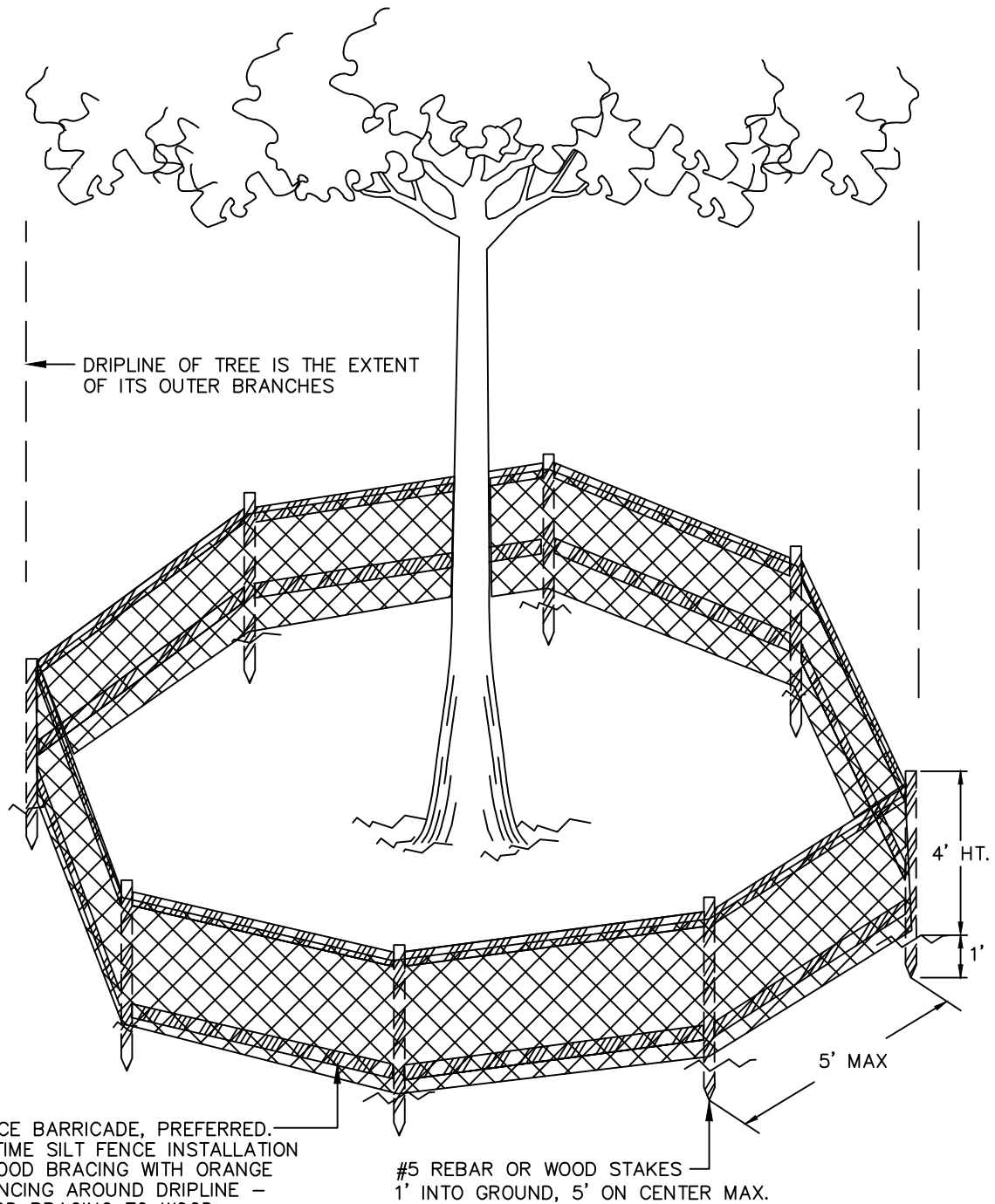
REV. 12/18

FILE NAME:

M24.DWG

DETAIL REF:

M-24



SILT FENCE BARRICADE, PREFERRED.
IF ONE-TIME SILT FENCE INSTALLATION
FAILS, WOOD BRACING WITH ORANGE
MESH FENCING AROUND DRIPLINE –
NAIL WOOD BRACING TO WOOD
STAKES OR ATTACH MESH WITH
TWISTED WIRE OR ZIP TIES



STANDARD CONSTRUCTION DETAIL TREE PROTECTION BARRICADE

REV. 12/18

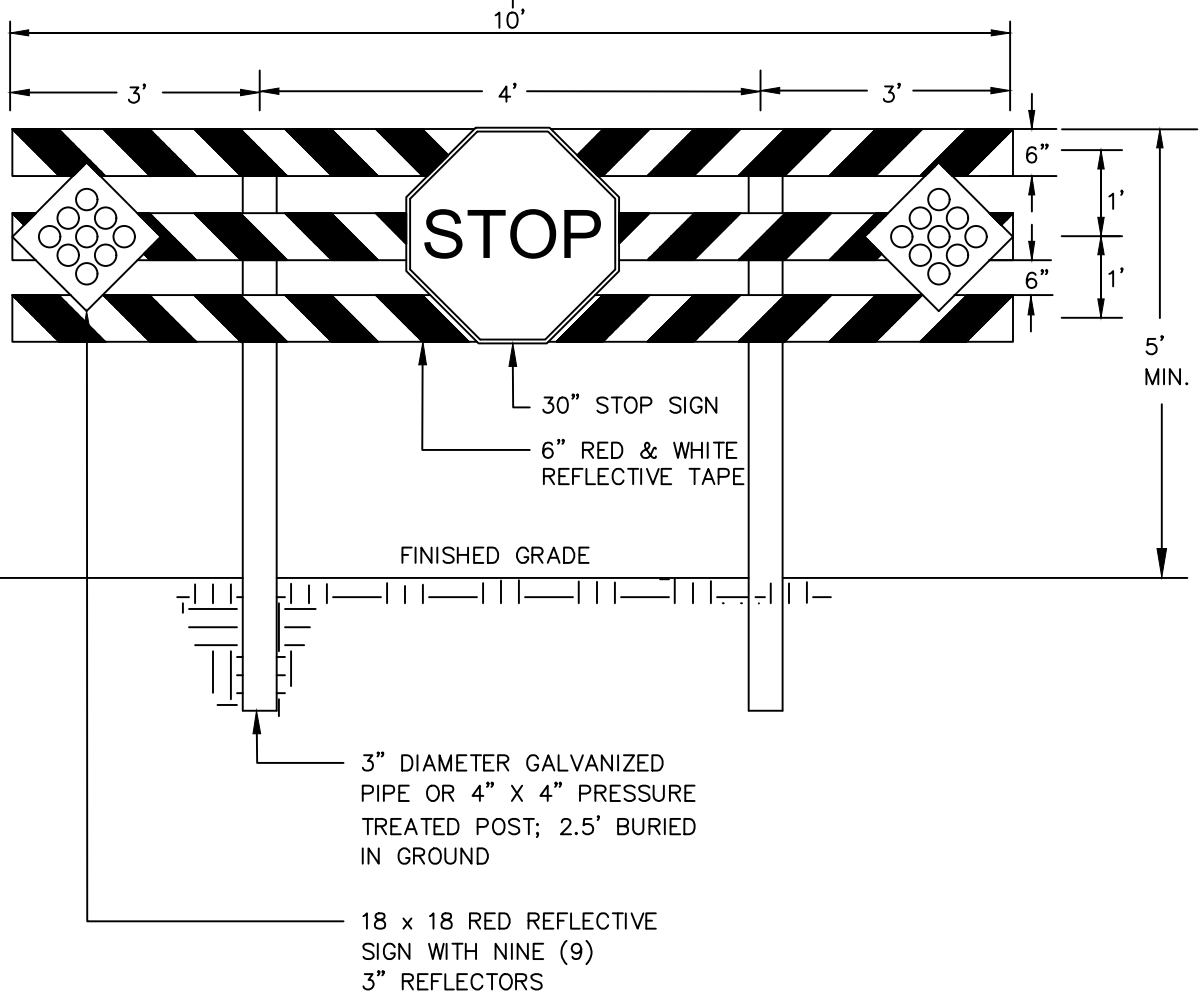
FILE NAME:

M25.DWG

DETAIL REF:

M-25

TRAVEL LANE CENTERLINE
PLACE ONE BARRICADE PER TRAVEL LANE



STANDARD CONSTRUCTION DETAIL
ROAD BARRICADE

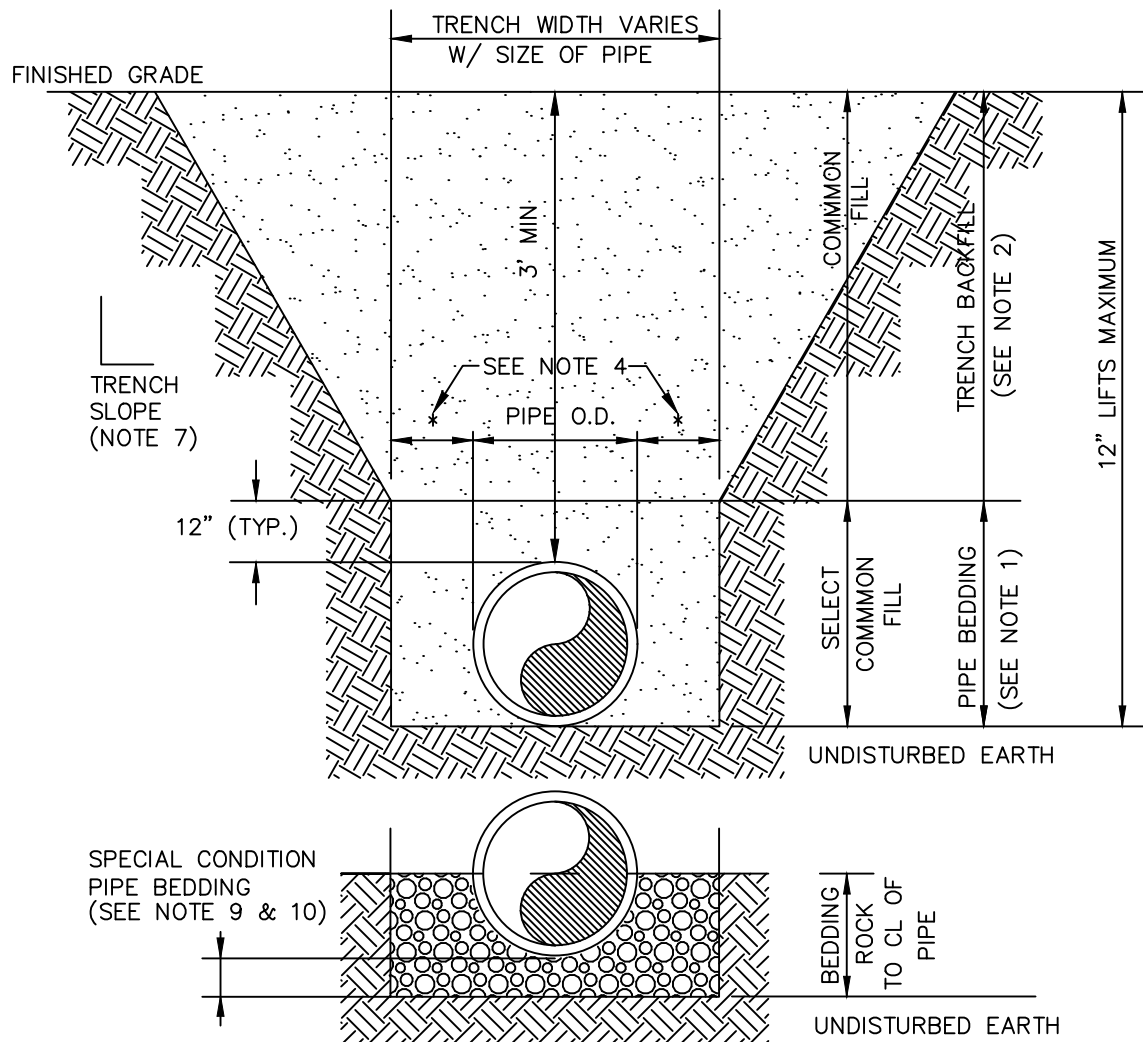
REV. 12/18

FILE NAME:

M26.DWG

DETAIL REF:

M-26



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.
9. GRAVITY SEWERS SHALL UTILIZE BEDDING ROCK 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.
10. 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.



STANDARD CONSTRUCTION DETAIL PIPE BEDDING AND TRENCH

REV. 12/18

FILE NAME:

M27.DWG

DETAIL REF:

M-27

1. HEIGHT GREATER THAN 20'.
2. STREET LIGHTS SHALL BE GENERALLY LOCATED AT ALL INTERSECTIONS AND AT MAJOR ENTRY ROADS INTO THE SUBDIVISION, OR AS DESIGNATED BY THE ADMINISTRATIVE OFFICIAL.
3. CITY MAINTAINED STREET LIGHTS SHALL BE FPL SUPPLIED STREET LIGHTS.
4. PRIVATELY MAINTAINED STREET LIGHTS SHALL BE:
GARDCO LIGHTING HI4L-DIM-1-3-85LA-NW-UNIV-BRA-PC
5. ALTERNATIVE STREET LIGHTING PROPOSALS BY DEVELOPERS SHOULD BE SUBMITTED TO THE COMMUNITY DEVELOPMENT AND PUBLIC WORKS DEPARTMENTS FOR APPROVAL.
6. POLES 30' OR GREATER IN HEIGHTS SHALL BE CONCRETE AND SPACED AT INTERVALS OF 300' TO 400'.
7. STREET LIGHTS AND POLES SHALL BE DESIGNED FOR WIND SPEED LISTED IN FBC (LATEST EDITION).
8. STREET LIGHTS AND POLES SHALL COMPLY WITH FDOT INDEX 700 (LATEST EDITION).



STANDARD CONSTRUCTION DETAIL
STREET LIGHTS

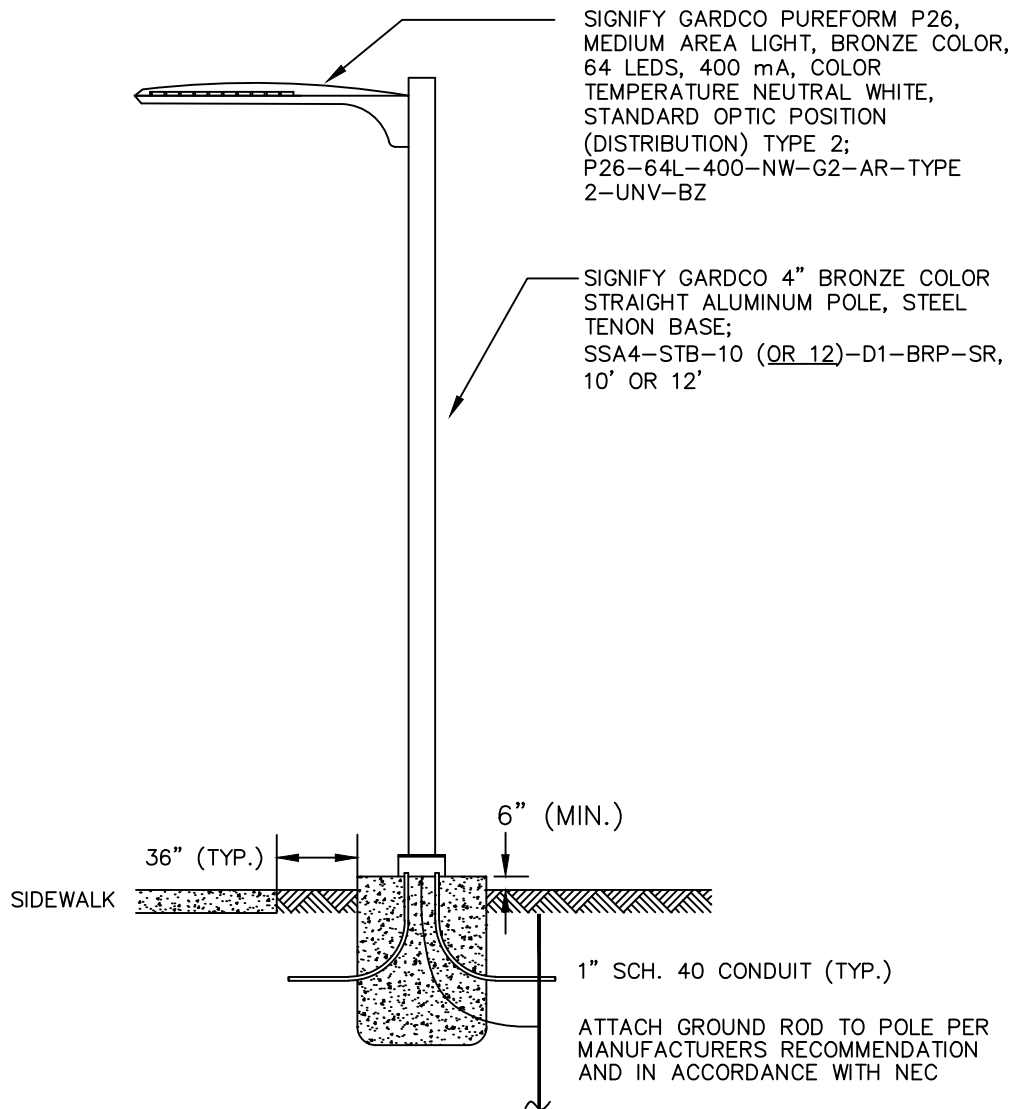
REV. 12/18

FILE NAME:

M28.DWG

DETAIL REF:

M-28



NOTE:

1. WALK LIGHTS SHALL BE LOCATED ON MAXIMUM 100' CENTERS.
2. GARDCO PHILIPS WALK LIGHTS SHALL BE LOCATED IN THE DUNLAWTON AVENUE ROW OR IN AN EASEMENT GRANTED TO THE CITY.
3. THE STRING/SERIES OF WALK LIGHTS ADJACENT TO EACH PROJECT SHALL BE FITTED AND CONTROLLED BY A COMBINATION OF TIMER AND LIGHT SENSOR LOCATED ON A UNIFORM CITY CONTROLLED POWER SOURCE OR OTHER CITY APPROVED LOCATION.
4. MAINTENANCE AND OPERATION OF WALK LIGHTS SHALL BE GRANTED TO THE CITY FOLLOWING INSTALLATION.
5. WALK LIGHTS AND POLES SHALL BE DESIGNED TO WITHSTAND WIND SPEED LISTED IN FBC (LATEST EDITION).
6. WALK LIGHTS AND POLES SHALL COMPLY WITH FDOT INDEX 700 (LATEST EDITION).
7. THIS DETAIL IS FOR INFORMATION ONLY AND IS NOT CERTIFIED. CONTRACTOR SHALL SUBMIT PERMIT APPLICATION, SPECIFICATIONS, WIND LOAD DESIGN AND SHOP DRAWINGS CERTIFIED BY STRUCTURAL ENGINEER TO BUILDING DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.



STANDARD CONSTRUCTION DETAIL
WALK LIGHTS GARDCO LIGHTING

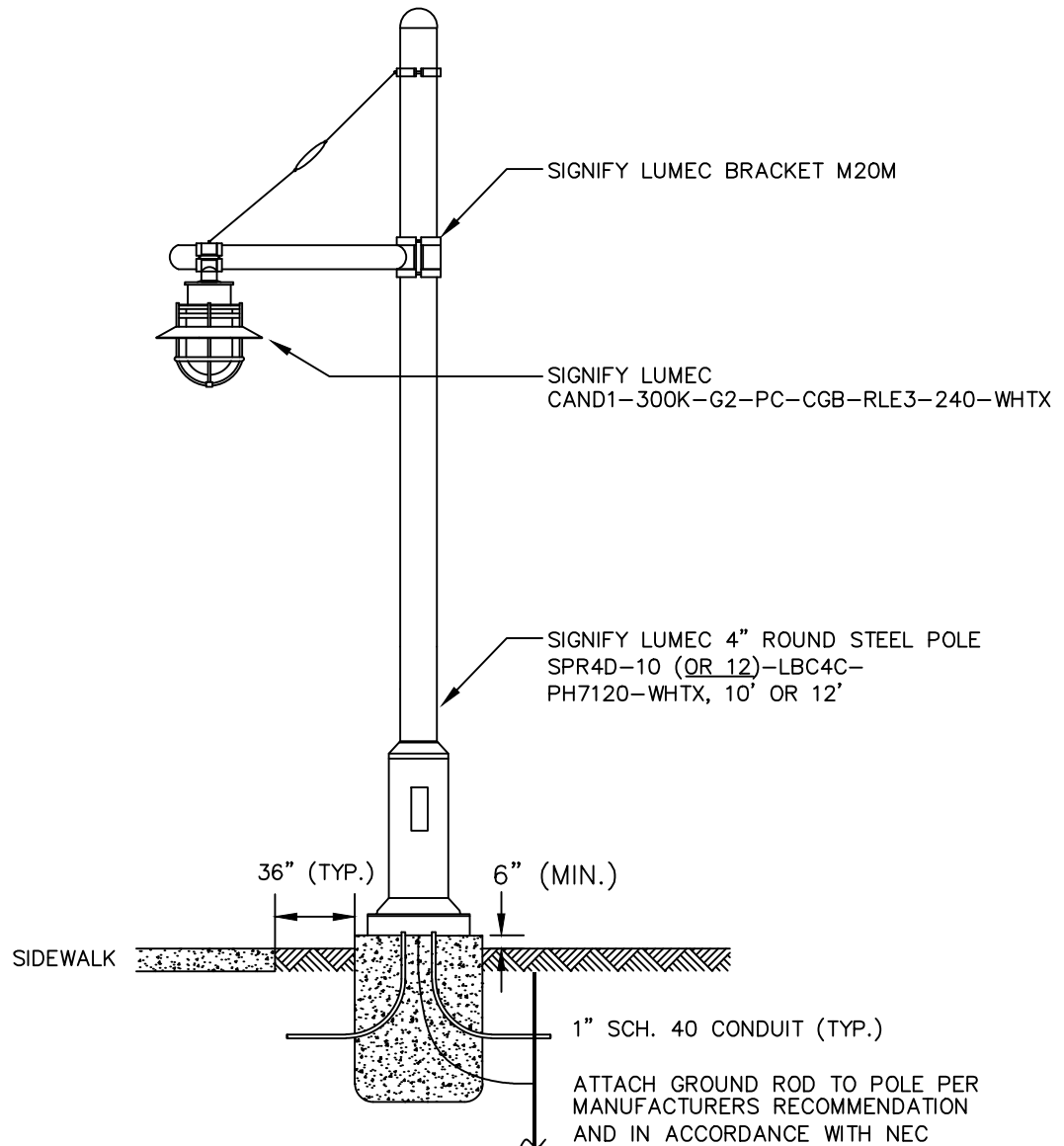
REV. 12/18

FILE NAME:

M29.DWG

DETAIL REF:

M-29



NOTE:

1. WALK LIGHTS SHALL BE LOCATED ON MAXIMUM 100' CENTERS.
2. LUMAC LIGHTING WALK LIGHTS SHALL BE LOCATED IN THE RIDGEWOOD AVENUE ROW OR IN AN EASEMENT GRANTED TO THE CITY.
3. THE STRING/SERIES OF WALK LIGHTS ADJACENT TO EACH PROJECT SHALL BE FITTED AND CONTROLLED BY A COMBINATION OF TIMER AND LIGHT SENSOR LOCATED ON A UNIFORM CITY CONTROLLED POWER SOURCE OR OTHER CITY APPROVED LOCATION.
4. MAINTENANCE AND OPERATION OF WALK LIGHTS SHALL BE GRANTED TO THE CITY FOLLOWING INSTALLATON.
5. WALK LIGHTS AND POLES SHALL BE DESIGNED TO WITHSTAND WIND SPEED LISTED IN FBC (LATEST EDITION).
6. WALK LIGHTS AND POLES SHALL COMPLY WITH FDOT INDEX 700 (LATEST EDITION).
7. THIS DETAIL IS FOR INFORMATION ONLY AND IS NOT CERTIFIED. CONTRACTOR SHALL SUBMIT PERMIT APPLICATION, SPECIFICATIONS, WIND LOAD DESIGN AND SHOP DRAWINGS CERTIFIED BY STRUCTURAL ENGINEER TO BUILDING DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.



STANDARD CONSTRUCTION DETAIL
WALK LIGHTS LUMEC LIGHTING

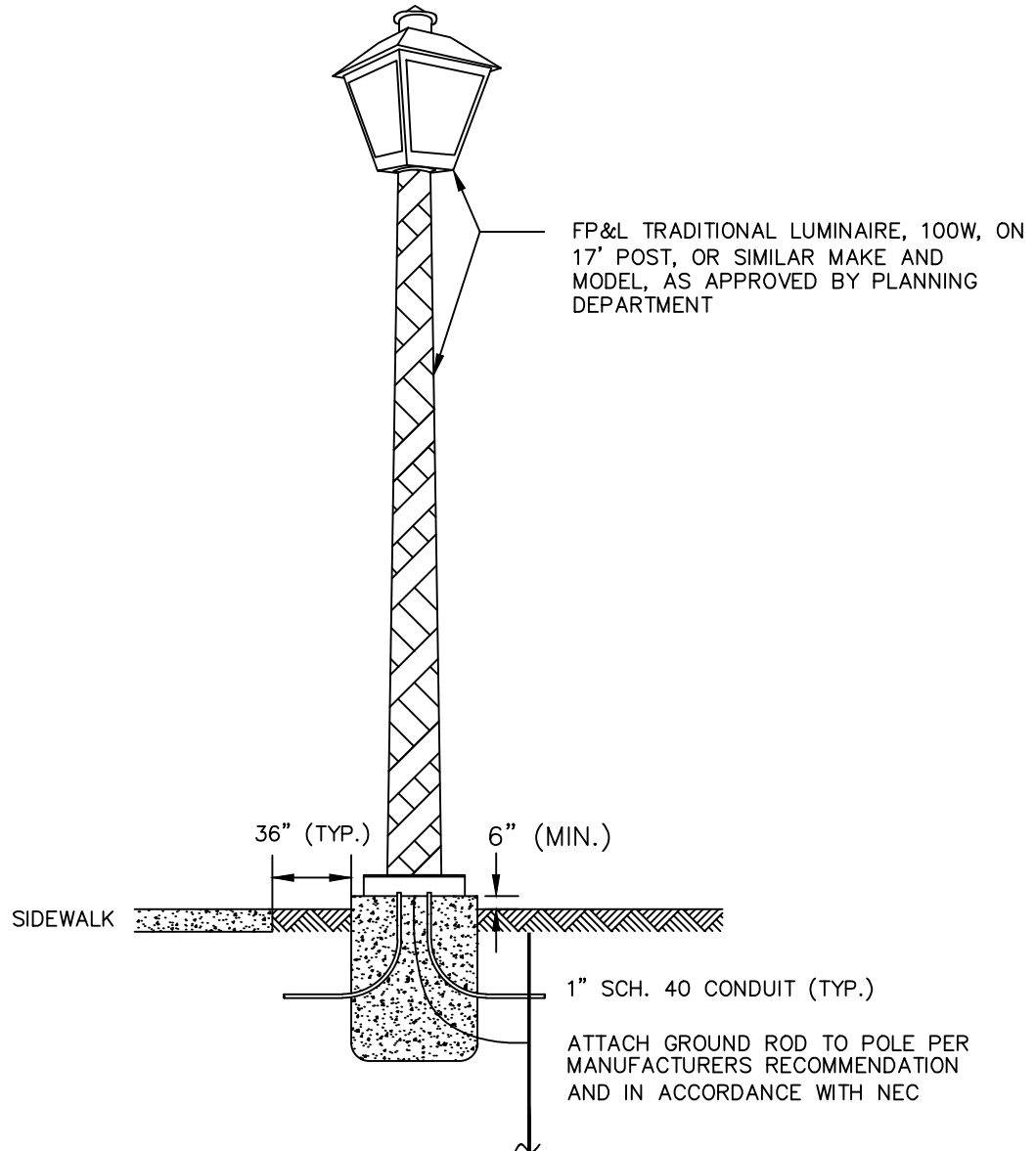
REV. 12/18

FILE NAME:

M30.DWG

DETAIL REF:

M-30



NOTE:

1. WALK LIGHTS SHALL BE LOCATED ON MAXIMUM 100' CENTERS.
2. THE STRING/SERIES OF WALK LIGHTS ADJACENT TO EACH PROJECT SHALL BE FITTED AND CONTROLLED BY A COMBINATION OF TIMER AND LIGHT SENSOR LOCATED ON A UNIFORM CITY CONTROLLED POWER SOURCE OR OTHER CITY APPROVED LOCATION.
3. MAINTENANCE AND OPERATION OF WALK LIGHTS SHALL BE GRANTED TO THE CITY FOLLOWING INSTALLATION.
4. WALK LIGHTS AND POLES SHALL BE DESIGNED TO WITHSTAND WIND SPEED LISTED IN FBC (LATEST EDITION).
5. WALK LIGHTS AND POLES SHALL COMPLY WITH FDOT INDEX 700 (LATEST EDITION).
6. THIS DETAIL IS FOR INFORMATION ONLY AND IS NOT CERTIFIED. CONTRACTOR SHALL SUBMIT PERMIT APPLICATION, SPECIFICATIONS, WIND LOAD DESIGN AND SHOP DRAWINGS CERTIFIED BY STRUCTURAL ENGINEER TO BUILDING DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.



STANDARD CONSTRUCTION DETAIL
WALK LIGHTS FP&L TRADITIONAL LUMINAIRE

REV. 12/18

FILE NAME:

M31.DWG

DETAIL REF:

M-31

13. RECLAIM WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND A MAXIMUM DEPTH OF 48 INCHES FROM FINAL GRADE. CONFLICT LOCATIONS OR SPECIAL CIRCUMSTANCES NOT MEETING THESE REQUIREMENTS MAY BE APPROVED WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
14. RECLAIM WATER MAINS SHALL BE INSTALLED APPROXIMATELY 4' OFF THE BACK OF CURB OR AS APPROVED BY THE CITY. FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE PROPOSED LOCATIONS OF ALL RECLAIM WATER MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT, IF NO CURB IS USED).
15. 3" METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC AND DIP LINES.
16. 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.
17. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM HORIZONTAL SEPARATIONS (OUTSIDE TO OUTSIDE):

	WATER	STORM GRAVITY	STORM FORCE	RECLAIM	SANITARY GRAVITY	SANITARY FORCE
WATER		3'	3'	3'	6', PREFERRED 10'	6', PREFERRED 10'
STORM GRAVITY	3'		3'	3'	6', PREFERRED 10'	6', PREFERRED 10'
STORM FORCE	3'	3'		3'	6', PREFERRED 10'	6', PREFERRED 10'
RECLAIM	3'	3'	3'		6', PREFERRED 10'	6', PREFERRED 10'
SANITARY GRAVITY	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'		6', PREFERRED 10'
SANITARY FORCE	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	



STANDARD CONSTRUCTION DETAIL
RECLAIM WATER DESIGN NOTES
(CONTINUED)

REV. 12/18

FILE NAME
RW1.DOC

DETAIL REF:
RW-1.1

18. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM CROSSING/VERTICAL SEPARATIONS (OUTSIDE TO OUTSIDE):

	WATER	STORM GRAVITY	STORM FORCE	RECLAIM	SANITARY GRAVITY	SANITARY FORCE
WATER		OVER STORM GRAVITY 6", PREFERRED 12"	OVER STORM FORCE 12"	OVER RECLAIM 12"	OVER SANITARY GRAVITY 6", PREFERRED 12"	OVER SANITARY FORCE 12"
		UNDER STORM GRAVITY 12"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
STORM GRAVITY	OVER WATER 12"		OVER STORM FORCE 6"	OVER RECLAIM 6", PREFERRED 12"	OVER SANITARY GRAVITY 6", PREFERRED 12"	OVER SANITARY FORCE 6", PREFERRED 12"
	UNDER WATER 6", PREFERRED 12"		UNDER STORM FORCE 6"	UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
STORM FORCE	OVER WATER 12"	OVER STORM GRAVITY 6"		OVER RECLAIM 12"	OVER SANITARY GRAVITY 12"	OVER SANITARY FORCE 12"
	UNDER WATER 12"	UNDER STORM GRAVITY 6"		UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
RECLAIM	OVER WATER 12"	OVER STORM GRAVITY 12"	OVER STORM FORCE 12"		OVER SANITARY GRAVITY 12"	OVER SANITARY FORCE 12"
	UNDER WATER 12"	UNDER STORM GRAVITY 6", PREFERRED 12"	UNDER STORM FORCE 12"		UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
SANITARY GRAVITY	OVER WATER 12"	OVER STORM GRAVITY 12"	OVER STORM FORCE 12"	OVER RECLAIM 12"		OVER SANITARY FORCE 12"
	UNDER WATER 6", PREFERRED 12"	UNDER STORM GRAVITY 6", PREFERRED 12"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"		UNDER SANITARY FORCE 12"
SANITARY FORCE	OVER WATER 12"	OVER STORM GRAVITY 12"	OVER STORM FORCE 12"	OVER RECLAIM 12"	OVER SANITARY GRAVITY 12"	
	UNDER WATER 12"	UNDER STORM GRAVITY 6", PREFERRED 12"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	



STANDARD CONSTRUCTION DETAIL
RECLAIM WATER DESIGN NOTES
(CONTINUED)

REV. 12/18

FILE NAME
RW1.DOC

DETAIL REF:
RW-1.2

1. RESIDENTIAL RECLAIM WATER CONNECTIONS SHALL BE 1 1/2" WITH DOUBLE SERVICES. SERVICES SHALL CONSIST OF ENDOT ENDOPURE TUBING IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 - A. POLYETHYLENE TUBING SHALL BE CTS 3408 HIGH DENSITY POLYETHYLENE TUBING, PURPLE IN COLOR, AND RATED FOR A MINIMUM OF 200 PSI WITH SDR OF 9 (CTS)
 - B. "RECLAIMED WATER" PERMANENTLY PRINTED ON THE OUTSIDE
 - C. THE TUBING SHALL COME WITH A LIFETIME WARRANTY
 - D. THE TUBING SHALL HAVE A VIRGIN HIGH DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY
 - E. THE TUBING SHALL HAVE UV PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNLIGHT
 - F. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF ASTM D1248, D3350, D2239, D2737, NSF 14 AND AWWA C901
2. ALTERNATE RESIDENTIAL RECLAIM WATER SERVICE AT LOCATIONS WHERE ONE SERVICE IS NEEDED OR WHERE SERVICES NEED TO BE OFFSET, SUCH AS AT FIRE HYDRANTS, FPL TRANSFORMERS, ETC., SHALL BE A 1" CONNECTION. THESE SERVICES MAY BE OFFSET A MAXIMUM OF 2' FROM SIDE LOT LINES.
3. APPROVED RECLAIM WATER VALVE TYPES ARE THE FOLLOWING:
 - RESILIENT SEATED GATE VALVES EQUAL TO OR LESS THAN 24" DIAMETER, PER AWWA C-515
 - BUTTERFLY VALVES GREATER THAN 24" DIAMETER, PER AWWA C-504
 - TAPPING VALVES WITH MECHANICAL TAPPING SLEEVE
4. RECLAIM WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACINGS OF 1,000'.
5. AT ALL RECLAIM WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
6. A 75' SETBACK DISTANCE SHALL BE PROVIDED FROM PUBLIC ACCESS REUSE WETTED AREAS TO ANY PUBLIC AND ANY PRIVATE POTABLE WATER SUPPLY WELLS.
7. LOW TRAJECTORY NOZZLES ARE REQUIRED WITHIN 100' OF PUBLIC EATING, DRINKING OR BATHING FACILITIES.
8. RECLAIM WATER MAINS SHALL BE C-900 PVC, PURPLE IN COLOR, OR DIP PRESSURE CLASS 350 STANDARD CEMENT LINED UNLESS OTHERWISE APPROVED BY THE CITY. WATER MAINS 10" OR GREATER SHALL BE DIP.
9. PVC FITTINGS 4-INCH THROUGH 36-INCH SHALL BE PVC (OR DIP 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 PVC 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.
10. ALL VALVES 2" AND LARGER SHALL BE S RESILIENT SEATED GATE VALVES (CORP STOPS ARE NOT ACCEPTABLE).
11. 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.
12. ALL HDPE PIPE UTILIZED FOR RECLAIMED WATER MAIN EXTENSIONS SHALL BE SDR 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.



STANDARD CONSTRUCTION DETAIL
RECLAIM WATER DESIGN NOTES

REV. 12/18

FILE NAME
RW1.DOC

DETAIL REF:
RW-1

15. ALL RECLAIM WATER VALVES SHALL BE ADJUSTED TO FINISHED GRADE AND THE CAPS PAINTED PURPLE TO MAKE THEM PLAINLY VISIBLE. ALL RECLAIMED WATER MAINS AND SERVICE LINES SHALL BE READILY DISTINGUISHABLE BY THEIR PURPLE COLOR OR TAPE MARKINGS. DUCTILE IRON PIPE SHALL BE WRAPPED WITH PURPLE POLYETHYLENE.
16. RECLAIM WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS.
17. THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL RECLAIM WATER 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
18. 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 PUBLIC USE OF THIS SYSTEM.
19. UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS, WATER VALVES SHALL BE COMPLETELY OPENED BY PUBLIC UTILITIES PERSONNEL. AT NO TIME SHALL CONTRACTOR OPERATE ANY EXISTING VALVES.
20. ALL FIRE HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF A FIRE. THE PRIMARY HYDRANT PORT SHOULD ALWAYS FACE THE STREET.
21. ALL RECLAIMED WATER SERVICES SHALL BE MARKED ALONG THE OUTSIDE EDGE OF CURB WITH AN "I" OR BY METAL TABS SET INTO PAVEMENT.
22. ALL RECLAIM VALVES AND BLOW-OFFS SHALL BE MARKED BY AN "X" SET INTO THE PAVEMENT. REVERSE TAPPING VALVE SHALL BE MARKED WITH AN "X ↑" SAW CUT INTO THE CURB OR PAVEMENT WITH THE ARROW POINTING TO THE DIRECTION OF PRESSURE MAIN RUN.
23. RECLAIMED WATER HYDRANTS MAY BE REQUIRED BY THE CITY. ALL RECLAIMED HYDRANTS SHALL BE PAINTED PURPLE.
24. THE CITY RESERVES THE RIGHT TO REQUIRE TIE-IN 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 (RECLAIM WATER, RECLAIM WATER AND SANITARY FORCE MAINS) MAY BE REQUIRED ON ANY REQUESTED UTILITY OUTAGE AT THE DISCRETION OF PUBLIC UTILITIES DEPARTMENT TO MINIMIZE INTERRUPTION TO EXISTING UTILITY CUSTOMERS.



STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES
(CONTINUED)

REV. 12/18

FILE NAME
RW2.DOC

DETAIL REF:
RW-2.1

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 RECLAIM WATER SYSTEM CONSTRUCTION.
2. ALL WORK PERFORMED ON THE RECLAIM 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.
3. NEWLY CONSTRUCTED RECLAIM WATER SYSTEM EXTENSIONS MAY NOT BE USED PRIOR TO FINAL TESTING, CLEARANCE AND ACCEPTANCE BY THE CITY OF PORT ORANGE.
4. 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.
5. CONTRACTOR SHALL PREPARE A SAFE, SECURE AND DRY EXCAVATION FOR THE TAPPING OF MAINS BY THE CITY. THE BOTTOM OF THE EXCAVATION SHALL HAVE A MINIMUM OF 6" THICK BEDDING OF #57 STONE. ALL EXCAVATIONS GREATER THAN 5 FEET IN DEPTH SHALL COMPLY WITH THE TRENCH SAFETY ACT.
6. ALL METERS SHALL BE PROVIDED BY THE CITY IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. METERS AND VAULTS FOR METERS 2" OR LESS WILL BE PROVIDED AND INSTALLED BY THE CITY. METERS 4" OR GREATER WILL BE PROVIDED BY THE CITY AND INSTALLED BY THE OWNER/DEVELOPER/CONTRACTOR. ALL UNDERGROUND VAULTS FOR METERS 4" OR GREATER WILL BE PROVIDED AND INSTALLED BY THE OWNER/DEVELOPER/CONTRACTOR. NOTE: LARGE COMMERCIAL RECLAIMED WATER METERS GREATER THAN 4" TAKE A MINIMUM OF 6 WEEKS FOR DELIVERY AFTER FEES ARE PAID TO THE CITY.
7. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID.
8. ALL RECLAIM WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
9. 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.
10. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1' ABOVE THE PIPE AND AT 1' VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300'.
11. ALL PVC PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR ANY DEFORMATION.
12. 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.
13. ALL RECLAIM WATER MAINS SHALL USE A THRUST RESTRAINT JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) GUIDELINES. IN THE EVENT THAT PVC PIPE IS SPECIFIED, THE RESTRAINT JOINT SHALL BE MODIFIED IN ACCORDANCE WITH THE RECOMMENDED ADDITIONAL RESTRAINT LENGTH REQUIRED FOR PIPE WRAPPED WITH POLYETHYLENE.
14. ALL RECLAIM WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4' ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND. ALL SERVICES SHALL BE LOCKED AT THE TIME OF FINAL INSPECTION BY THE CONTRACTOR IN THE PRESENCE OF THE CITY INSPECTOR OR CITY PERSONNEL, AFTER THEY HAVE BEEN INSPECTED AND VERIFIED TO OPERATE PROPERLY.



STANDARD CONSTRUCTION DETAIL
RECLAIM WATER CONSTRUCTION NOTES

REV. 12/18

FILE NAME
RW2.DOC

DETAIL REF:
RW-2

POLYETHYLENE TUBING – (PURPLE WITH UV PROTECTION (SDR-9) 1" TO 2" ONLY)

MANUFACTURER	MODEL #
ENDOT ENDOCORE RWT	ENDOTRACE WITH #10 COPPERHEAD TRACER WIRE

CORPORATION STOP 1"

MANUFACTURER	MODEL #
FORD	F-1100-4

CORPORATION STOP 1 ½"

MANUFACTURER	MODEL #
FORD	FB-1100-6

CURB STOP – STRAIGHT BALL METER VALVE W/ BARREL LOCKS

MANUFACTURER	MODEL #
FORD	B-94-324W (SINGLE SERVICE) B-91-223W (DOUBLE SERVICE)
FORD	BF 43-777W (FOR 2" METER)

"U" BRANCH (1 ½" X ¾")

MANUFACTURER	MODEL #
FORD	U-48-63-7.5



STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER APPROVED PRODUCTS
(CONTINUED)

REV. 12/18

FILE NAME
RW3.DOC

DETAIL REF:
RW-3.1

AIR RELEASE VALVES

MANUFACTURER	MODEL #
VENT-O-MAT	RBX 2521

GATE VALVES AND TAPPING VALVES – RESILIENT SEATED (AWWA C509 AND C515) 24" OR SMALLER (VALVE WEDGE TO BE COMPLETE ENCLOSED WITH EPDM RUBBER)

MANUFACTURER	MODEL #
AMERICAN AVK CO.	SERIES 3, 18, 25, 45, 55, & 66
CLOW	MODEL 2638 AND 2639
MUELLER	A-2360, A-2361, T-2360 & T-2361
AMERICAN FLOW CONTROL	SERIES 2500

JOINTS RESTRAINED – DIP AND PVC

MANUFACTURER	MODEL #
EBBA IRON INC	SERIES 1100/1500/1600 2000/2500/2800
STAR PIPE	STARGRIP SERIES 1000/1100/1200/3000/ 4000
SIGMA	ONE-LOCK SLD & ONE-LOCK SLC & PV-LOCK FOR PVC
SMITH-BLAIR	CAM-LOCK (111 & 120) & BELL-LOCK (115 & 165)

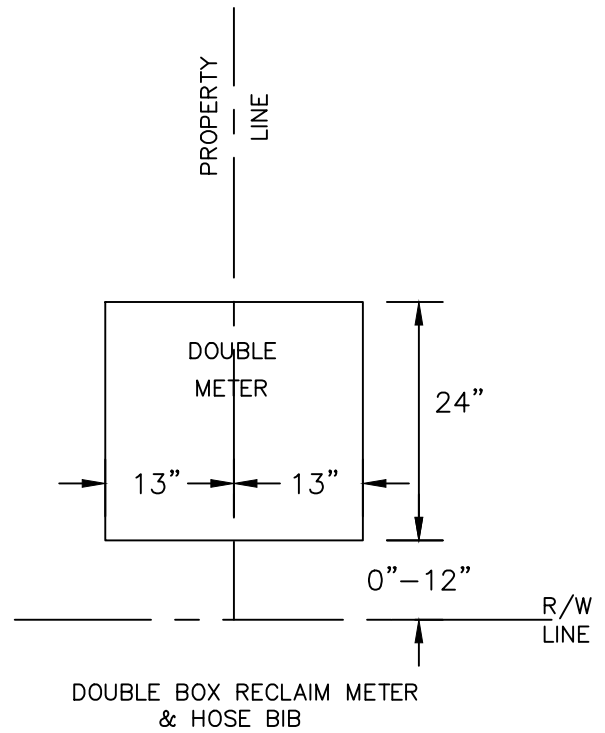
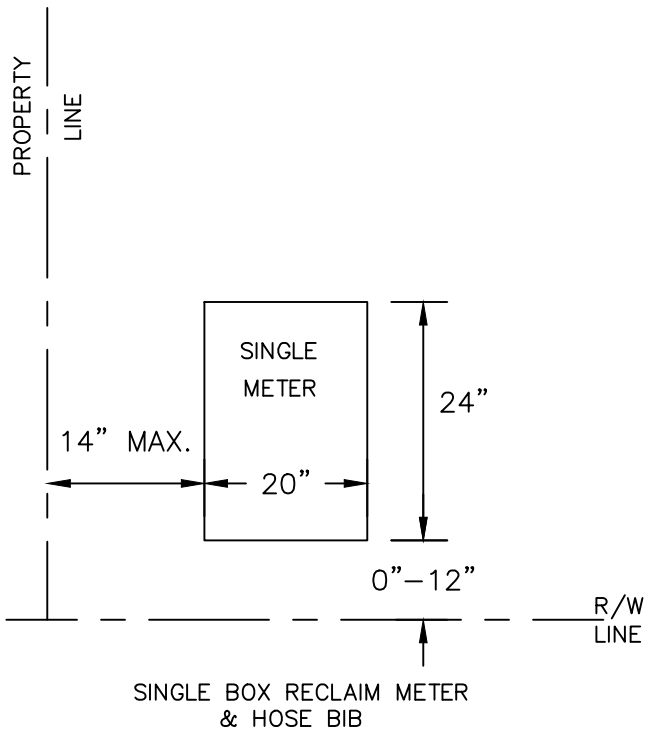


STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER APPROVED PRODUCTS

REV. 12/18

FILE NAME
RW3.DOC

DETAIL REF:
RW-3



STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER METER BOX LAYOUT

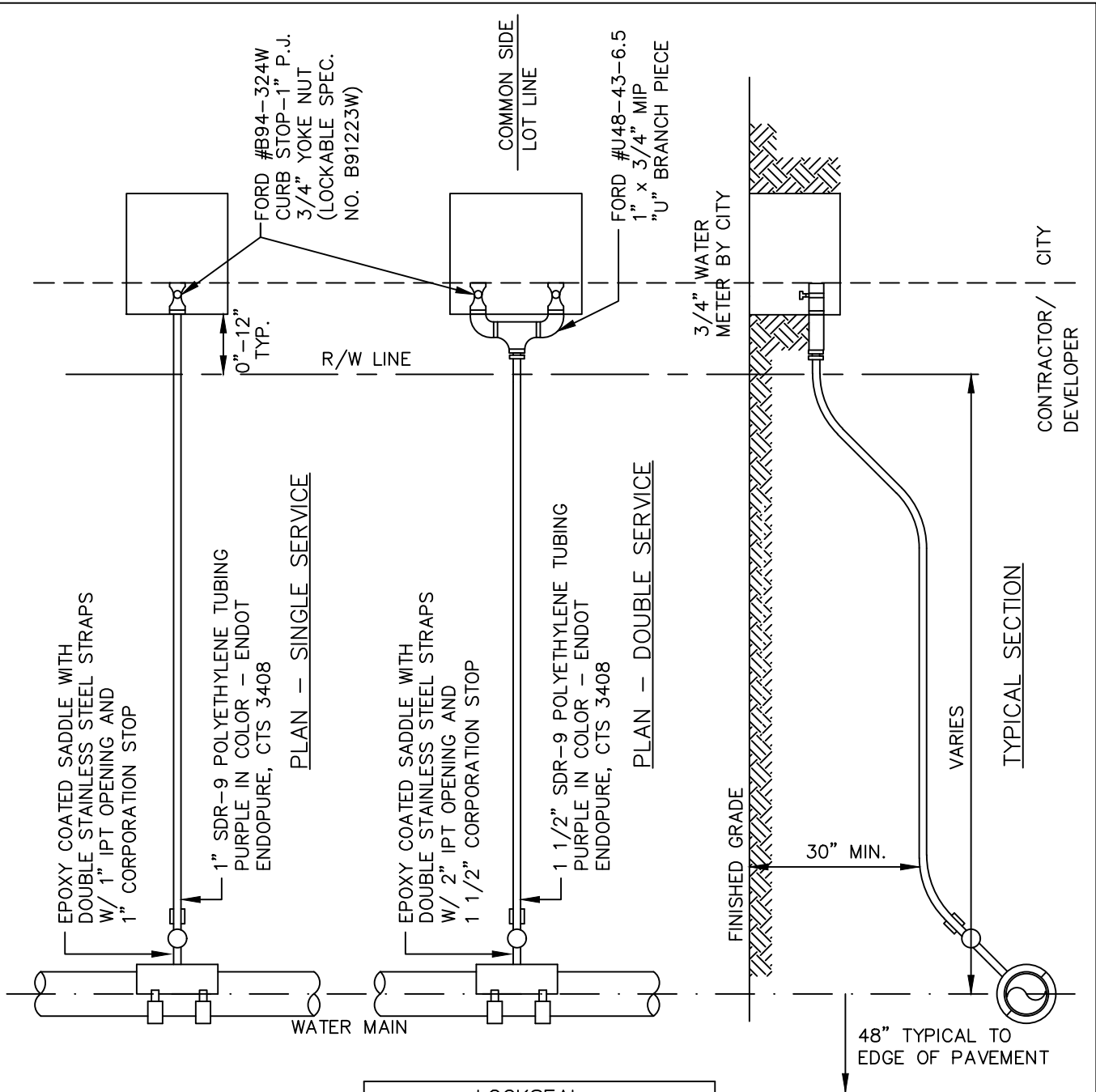
REV. 12/18

FILE NAME:

RW4.DWG

DETAIL REF:

RW-4



LOCKSEAL	
ITEM #	DESCRIPTION
93280148	HEAD WITH ALUMINUM SEAL
93210140	REGULAR DIAMETER STUD
93280139	LOCKSEAL KEY

NOTE:

1. ALL VALVES SHALL BE FULL PORT.
2. DEVELOPER SHALL PROVIDE AND INSTALL BULLET LOCKS ON ALL VALVES PRIOR TO FINAL ACCEPTANCE.
3. POLYTUBING SHALL BE CONTINUOUS WITH NO COUPLINGS.



STANDARD CONSTRUCTION DETAIL
3/4"–1" METER SIZE RECLAIMED WATER
SERVICE CONNECTION (SPRINKLER)

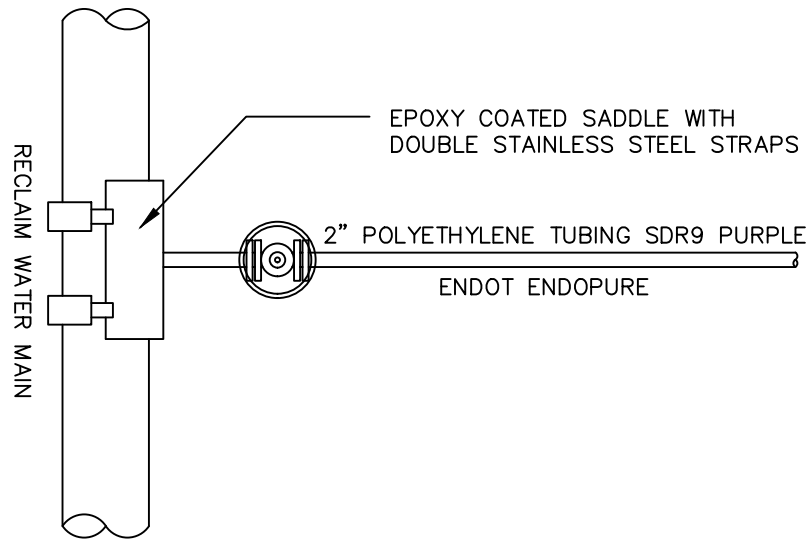
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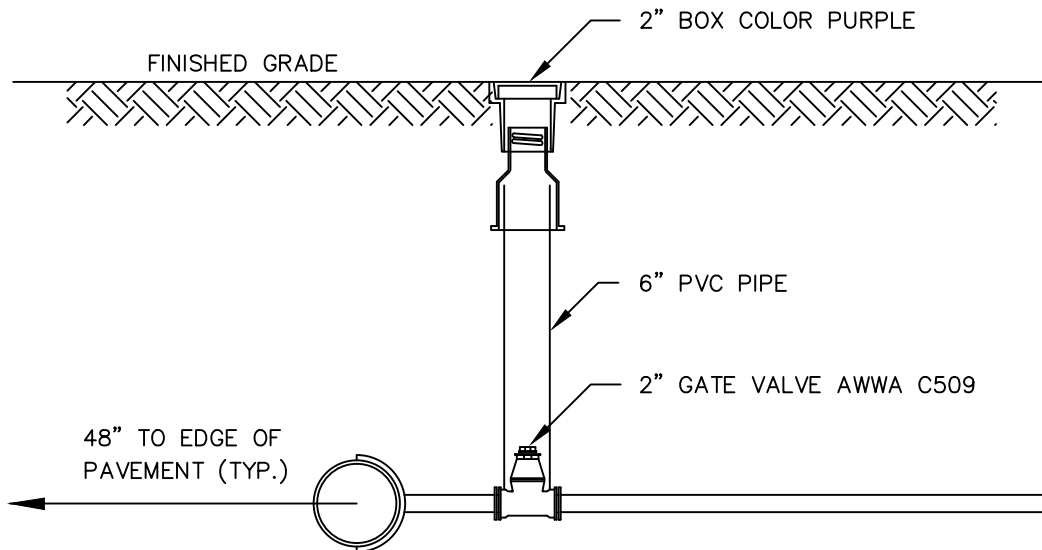
RW5.DWG

DETAIL REF:

RW-5



PLAN



TYPICAL SECTION



STANDARD CONSTRUCTION DETAIL
2" METER SIZE RECLAIM WATER SERVICE CONNECTION

REV. 12/18

FILE NAME:

RW6.DWG

DETAIL REF:

RW-6

24" DIA.x6" CAST-IN-PLACE
CONCRETE COLLAR WITH #4
RE-BAR RING AT CENTER

WORD "RECLAIM" ON
COVER AT FINISHED
GRADE (ROUND,
PAINTED PURPLE)

ADJUSTABLE VALVE EXTENSION
ASSEMBLY, 2" SQ. WRENCH NUT
AND UPPER GUIDE REQUIRED
FOR MORE THAN 36" DEPTH

No. 10 COPPERHEAD TRACER
WIRE, COLOR CODED BLUE,
LAYED ON TOP IN TRENCH

RECLAIM
WATER MAIN

ADJUSTABLE
CAST IRON VALVE
BOX COVER AND
ROUND LID

6" C-900 PVC
SLEEVE (USE WITH
CAST IRON VALVE
BOX ONLY)

36" MINIMUM DEPTH

36" MAX.

USE RESTRAINED JOINTS TO
PREVENT MOVEMENT (THRUST
BLOCKING NOT ALLOWED)

16"X16"X6" PRECAST
BLOCK OR MIN. 6"
THICK # 57 STONE (TYP.)

AWWA C509 & 515 DUCTILE IRON BODIED
EPOXY COATED RESILIENT WEDGE GATE
VALVE WITH 2" OPERATING NUT; WRENCH
NUT OPEN COUNTER-CLOCK WISE

NOTE:

1. BOLT VALVES TO TEE OR CROSS WHEREVER AND WHENEVER APPLICABLE.
2. GATE VALVE WEDGE SHALL BE COMPLETELY ENCAPSULATED WITH EPDM RUBBER.
3. ALL OUTSIDE HEX NUTS, BOLTS AND HARDWARES (EXCEPT MECHANICAL BOLTS SUCH AS "T" BOLTS) SHALL BE MINIMUM 316 STAINLESS STEEL GRADE.



STANDARD CONSTRUCTION DETAIL
4"-16" VALVE SIZE RECLAIMED WATER
SERVICE VALVE BOX

REV. 12/18

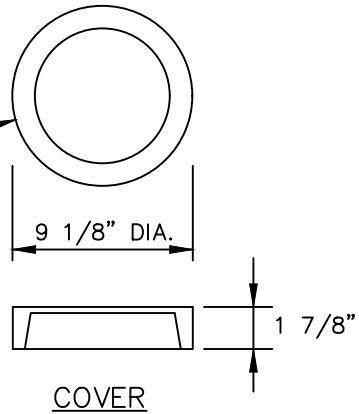
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RW7.DWG

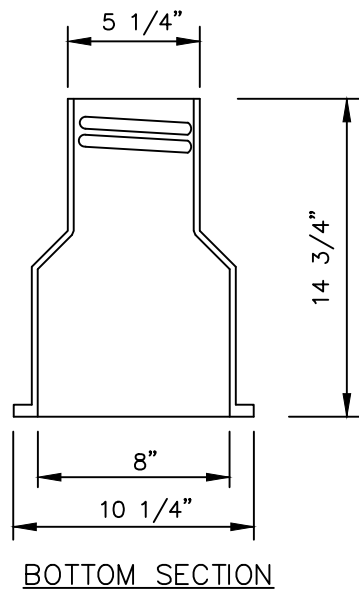
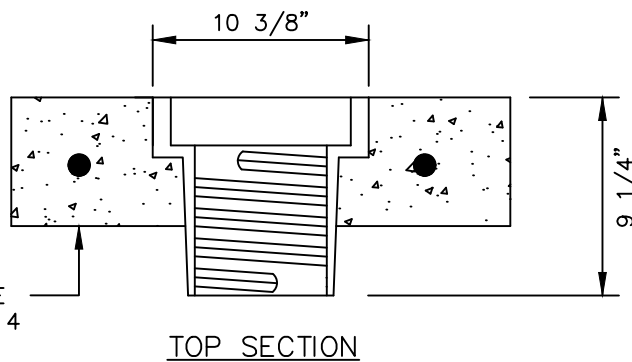
DETAIL REF:

RW-7

COVER COLOR PURPLE
LABELED WITH "RECLAIM"



24"DIA.x6" CAST-IN-PLACE
CONCRETE COLLAR WITH # 4
RE-BAR RING AT CENTER



STANDARD CONSTRUCTION DETAIL
RECLAIM WATER VALVE BOX COVER AND LID

REV. 12/18

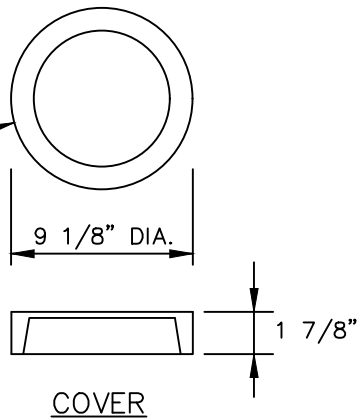
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RW8.DWG

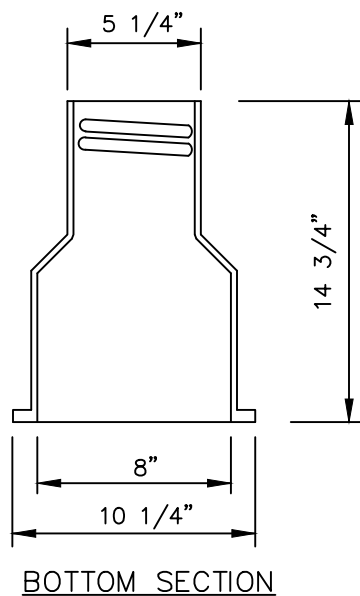
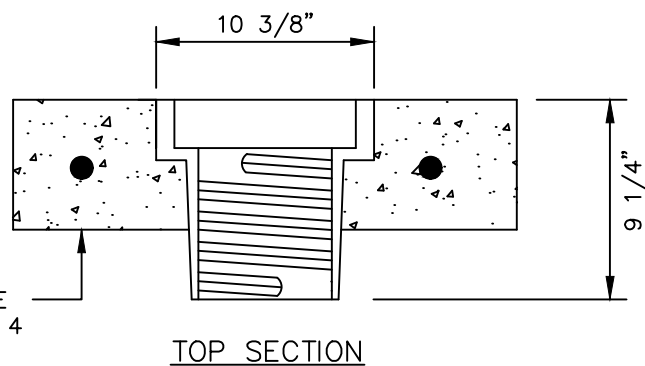
DETAIL REF:

RW-8

COVER COLOR PURPLE
LABELED WITH "RECLAIM"



24"DIA.x6" CAST-IN-PLACE
CONCRETE COLLAR WITH # 4
RE-BAR RING AT CENTER



STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER VALVE BOX COVER AND LID

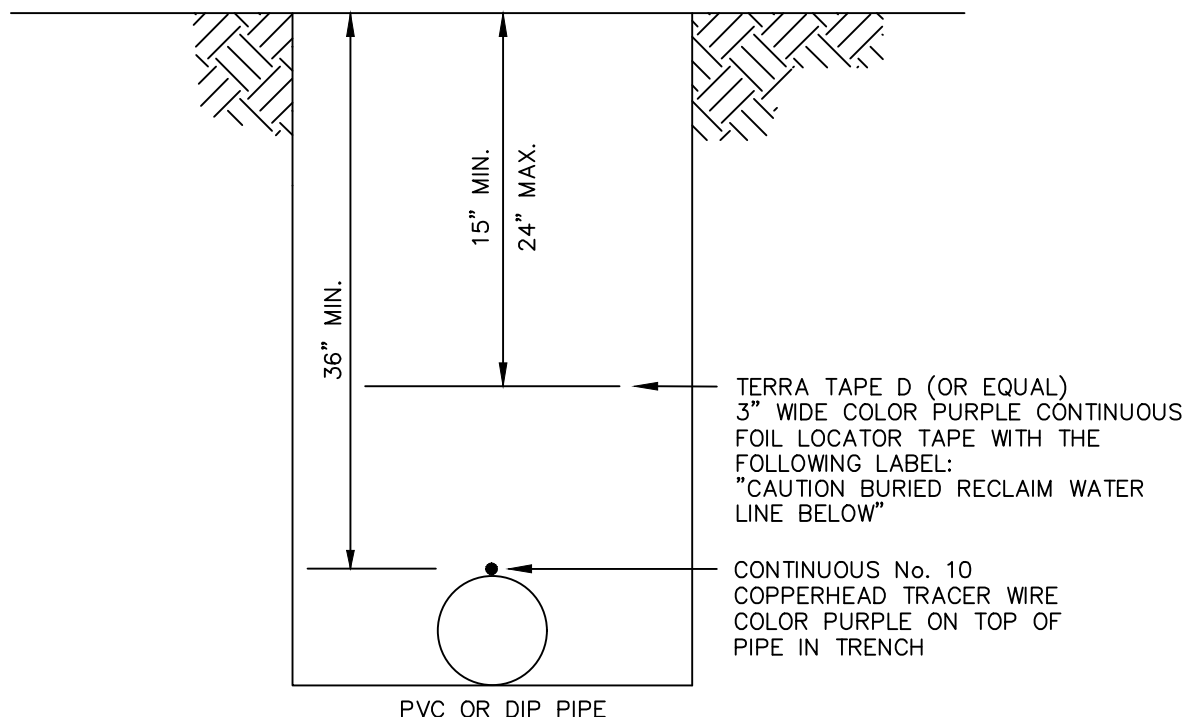
REV. 12/18

FILE NAME:

RW9.DWG

DETAIL REF:

RW-9



NOTE:

1. CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES.
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
RECLAIMED WATER LOCATED TAPE/
TRACER WIRE INSTALLATION

REV. 12/18

FILE NAME:

RW10.DWG

DETAIL REF:

RW-10

10. FLOWABLE FILL AND RECYCLED CONCRETE MIX DESIGNS SHALL BE SUBMITTED BY A LICENSED SOILS ENGINEER TO THE CITY'S ENGINEERING DEPARTMENT PRIOR TO THE START OF SUBGRADE PREPARATION. ALL MIX DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
11. CONCRETE 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, AT A MINIMUM, ONE MOISTURE CONTENT AND ONE COMPACTION TEST.
13. PORTLAND CEMENT CONCRETE, LIMEROCK, RECYCLED CONCRETE, OR FULL DEPTH ASPHALT PAVEMENT MAY USED IN PLACE OF FLOWABLE FILL BASE. ALL ROADWAY DESIGNS SHALL BE SUBJECT TO APPROVAL BY THE CITY.
14. BASE COURSES SHALL HAVE LIQUID ASPHALT PRIME COAT APPLIED AT THE APPROPRIATE RATE SPECIFIED IN FDOT STANDARD SPECIFICATION 300.7 (LATEST EDITION) IF ASPHALT WILL NOT BE INSTALLED WITHIN 24 HOURS OR IF BASE COURSE IS OPEN TO ANY TRAFFIC.
15. FLOWABLE FILL 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 EXPERIENCED IN SOIL CEMENT BLENDING.
16. FLOWABLE FILL BASE COURSES SHALL BE ALLOWED TO CURE A MINIMUM OF SEVEN (7) DAYS UNDER NO TRAFFIC PRIOR TO PLACING ANY ASPHALT SURFACE. TEST REPORTS ARE REQUIRED TO BE DELIVERED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO TRAFFIC USAGE.
17. RECYCLED CONCRETE CAN BE USED AS A BASE MATERIAL PROVIDED THE MATERIAL IS A MINIMUM OF 60% CARBONATE OF CALCIUM AND MAGNESIUM. THE MATERIAL SHALL BE LIMITED TO MAXIMUM 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 BE DETRIMENTAL TO THE PROPER BONDING, FINISHING OR STRENGTH OF 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 WELL GRADED DOWN TO DUST AND HAVE A MINIMUM 130 LBR VALUE. COARSE AGGREGATE USED IN THE 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, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).
18. RECYCLED CONCRETE OR LIMEROCK FOR BASE OR SUBGRADE APPLICATIONS SHALL BE ALLOWED ON CITY ROADWAYS ONLY WHERE THE LOWEST ELEVATION OF THE ROADWAY SUBGRADE IS A MINIMUM OF 6" ABOVE THE SEASONAL HIGH GROUNDWATER TABLE AS CERTIFIED BY A FLORIDA LICENSED PROFESSIONAL SOILS ENGINEER AND SUBSEQUENTLY APPROVED BY THE CITY. IN AREAS NOT MEETING THESE STANDARDS, A FLOWABLE FILL BASE OR FULL DEPTH ASPHALTIC BASE WILL BE REQUIRED. ALL CRUSHING OF RECYCLED CONCRETE SHALL BE DONE PRIOR TO THE MATERIAL BEING PLACED UPON THE SITE. TESTING OF SOIL CEMENT BASE SHALL HAVE THE SAME REQUIREMENTS AND BE PERFORMED AT THE SAME LOCATION AND INTERVALS AS REQUIRED FOR LIMEROCK.



STANDARD CONSTRUCTION DETAIL
ROADWAY AND PARKING AREA DESIGN
AND CONSTRUCTION NOTES
(CONTINUED)

REV. 12/18

FILE NAME:

R1.DWG

DETAIL REF:

R-1.1

19. DESIGN MIXES AND PRODUCT GRADATION INFORMATION FOR ALL MATERIALS TO BE INSTALLED AS PART OF THE LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS SHALL BE SUBMITTED TO THE CITY'S ENGINEER FOR ACCEPTANCE BY THE CITY. THE INFORMATION SHALL BE SUBMITTED NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY CONSTRUCTION. SUBMITTALS SHALL INCLUDE, BUT NOT BE LIMITED TO, INFORMATION TO EVALUATE THE MATERIALS PROPOSED FOR INSTALLATION AS SUBGRADE, BASE, AND PAVEMENT FOR ALL ROADWAY AND PARKING AREA SURFACES.
20. ASPHALT BINDER FOR WEARING COURSE HOT MIX AGGREGATES MAY BE VIRGIN MATERIAL OR UP TO 20% RECLAIMED ASPHALT PAVEMENT (RAP) IN ACCORDANCE WITH FDOT SPECIFICATIONS 334 (LATEST EDITION).
21. PRIOR TO PLACEMENT, FDOT CERTIFIED ASPHALT PLANTS MUST CERTIFY TO THE CITY'S PROJECT INSPECTOR THAT THE ASPHALT DELIVERED TO THE SITE IS IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.
22. EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR FOR EVERY 2500 SQUARE YARDS OF ASPHALT, OR PART THEREOF, TO ENSURE THAT DESIGN MIXES MEET THE CITY STANDARD SPECIFICATIONS.
23. FIELD TESTING OF THE ASPHALT PAVEMENT SHALL BE DONE AT INTERVALS EQUIVALENT TO SUBGRADE TESTING AND SHALL CONSIST OF, AS A MINIMUM, A COMPACTION TEST. ASPHALT PAVEMENT SHALL BE COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B), NUCLEAR DENSITY TEST, "BACKSCATTER METHOD" AND/OR MINIMUM 90% MAXIMUM VOIDLESS SPECIFIC GRAVITY.
24. IN ADDITION TO THE FIELD DENSITY TESTS NOTED, THE CITY RESERVES THE RIGHT TO REQUIRE CORE SAMPLES OF PAVEMENT SECTIONS EXTRACTED AND TESTED BY A CERTIFIED SOILS ENGINEERING LABORATORY AT THE DEVELOPER'S EXPENSE. THE CITY'S DESIGNATED SITE INSPECTOR SHALL DESIGNATE THE LOCATIONS OF THE TEST CORE LOCATIONS.
25. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE.
26. ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.30%. THE ROADWAY CENTERLINE SHALL BE CLEARLY MARKED ON THE DESIGN PLANS. AT A MINIMUM, DESIGN ROADWAY CENTERLINE ELEVATIONS SHALL BE NOTED AT ALL GRADE CHANGES AND AT 100' INTERVALS ALONG THE ROADWAY PROFILE ON BOTH THE DESIGN PLANS AND AS-BUILT DRAWINGS.
27. THE FINISHED PAVEMENT EDGE SHALL BE ONE QUARTER INCH (1/4") ABOVE THE ADJACENT CONCRETE GUTTER FOR GUTTERS COLLECTING AND CONVEYING STORMWATER.
28. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND ALL CONCRETE CURBS SHALL BE CONSTRUCTED WITH MINIMUM 3,000 PSI CONCRETE AT 28 DAYS.
29. CONCRETE CURBING, SIDEWALKS, PAVEMENT AND SIMILAR CONCRETE AREAS SHALL BE SAW CUT WITHIN 4 TO 18 HOURS OF PLACEMENT. SAW CUTS SHALL BE 1/4" IN WIDTH TO A DEPTH OF 1/4 OF THE TOTAL DEPTH OF CONCRETE OR 1-1/2", WHICHEVER IS LESS. SAW CUTS SHALL BE LOCATED AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, RADIUS POINTS, STRUCTURES, AND ALONG CURVES AT SIXTY FEET (60') INTERVALS. ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB. FOR LINEAL SECTIONS OF CURBS, EXPANSION JOINTS SHALL BE LOCATED AT A MAXIMUM SPACING OF FIVE-HUNDRED FEET (500') AND SHALL BE 1/2" IN WIDTH.



STANDARD CONSTRUCTION DETAIL
ROADWAY AND PARKING AREA DESIGN
AND CONSTRUCTION NOTES
(CONTINUED)

REV. 12/18

FILE NAME:

R1.DWG

DETAIL REF:

R-1.2

29. THE FOLLOWING SYMBOLS SHALL BE CUT IN THE CURB TO MARK LOCATION OF SERVICES:

<u>SYMBOL</u>	<u>SERVICE</u>
"V"	SEWER
"⊥"	RECLAIMED WATER
"^"	POTABLE WATER
"X"	VALVE – POTABLE WATER

30. THREE (3) CONCRETE CYLINDERS SHALL BE TAKEN FOR EVERY SEVENTY-FIVE (75) CUBIC YARDS OF CONCRETE OR LESS PLACED. 1 CYLINDER WILL BE TESTED IN 14 DAYS, 1 IN 28 DAYS AND 1 SHALL BE RETAINED FOR 1 YEAR. RESULTS SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR AS THEY BECOME AVAILABLE.
31. A CONCRETE SLUMP TEST SHALL BE REQUIRED WITHIN THE FIRST THIRTY (30) CUBIC YARDS OF CONCRETE. THEREAFTER, SLUMP TESTS SHALL BE REQUIRED FOR EVERY THIRTY (30) CUBIC YARDS OF CONCRETE, OR FRACTION THEREOF, WITH COPIES OF THE RESULTS PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR. THE SLUMP TEST SHALL MEET THE REQUIRED MIX DESIGN ON EACH LOAD DELIVERED.
32. THE DEVELOPER SHALL PROVIDE ALL REQUIRED PAVEMENT MARKINGS ON ALL ROADWAYS PER CITY, COUNTY, AND STATE REQUIREMENTS. 6" WIDE FOG LINE SHALL BE INSTALLED WHERE NO CURB IS PRESENT. CENTERLINE STRIPES SHALL BE PROVIDED ON EXTENSIONS OF CITY COLLECTOR OR ARTERIAL ROADS, COUNTY ROADS, STATE HIGHWAYS AND ALONG LOCAL STREETS IN THE VICINITY OF THEIR INTERSECTION WITH THE ABOVE MENTIONED ROADWAYS.
33. A FDOT APPROVED 30" STOP SIGN AND A 24" WIDE WHITE THERMOPLASTIC STOP BAR ARE REQUIRED AT ALL ROADWAY INTERSECTIONS.
34. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS AND STATE HIGHWAYS WITHIN THE CITY LIMITS SHALL BE INSTALLED ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION. THE MAINTENANCE OF TRAFFIC (MOT) INSTALLATION AND SUBSEQUENT OPERATION SHALL BE OVERSEEN BY A CONTRACTOR WHOSE JOBSITE PERSONNEL HOLD A CURRENT FDOT CERTIFICATION IN TEMPORARY TRAFFIC CONTROL COMMENSURATE WITH THEIR LEVEL OF RESPONSIBILITY (EX. FLAGGER, INTERMEDIATE, ADVANCED).
35. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR TRAFFIC CONTROL DEVICES. STREET SIGNS AND STOP SIGNS SHALL BE PLACED AT ALL INTERSECTIONS, INCLUDING, BUT NOT LIMITED TO, TO PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS AND STATE HIGHWAYS WITHIN THE CITY LIMITS.
36. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS TO FPL PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY.
37. FOUR FOOT (4') WIDE SIDEWALKS SHALL BE PROVIDED ON BOTH SIDES OF ALL RESIDENTIAL STREETS.
38. BIKE PATHS SHALL BE CONSTRUCTED EIGHT FEET (8') IN WIDTH ALONG ARTERIAL AND OTHER SELECTED HIGHWAYS AS DIRECTED BY THE CITY.



STANDARD CONSTRUCTION DETAIL
ROADWAY AND PARKING AREA DESIGN
AND CONSTRUCTION NOTES
(CONTINUED)

REV. 12/18

FILE NAME:

R1.DWG

DETAIL REF:

R-1.3

39. STANDARD TURNING RADII FOR INTERSECTIONS:

RESIDENTIAL STREETS INTERSECTING STATE OR COUNTY ROADWAYS OR MAJOR THOROUGHFARES WITHIN THE CITY	35–50 FEET
CITY STREETS INTERSECTING ENTRANCES TO COMMERCIAL SITES	35 FEET
INTERSECTIONS INTERIOR IN SUBDIVISIONS	35 FEET

NOTE: SHOULD VOLUSIA COUNTY OR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DETERMINE THAT LARGER RADII ARE WARRANTED WITHIN THEIR RIGHT-OF-WAY, THE LARGER RADII SHALL APPLY.

40. STANDARD TURNING RADII AND WIDTHS OF ACCESS DRIVES FOR SITE PLANS (NOT SUBDIVISIONS) SHALL BE IN ACCORDANCE WITH LDC, CH. 12, SEC. 3(f).

41. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

42. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS (INCLUDING WATER MAINS, SANITARY SEWER MAINS, RECLAIMED WATER MAINS, STORM WATER PIPES AND INLETS, ROADWAYS, AND PARKING FACILITIES) SHALL BE CERTIFIED WITH THE STATE OF FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD FOR THE TYPE OF WORK THAT THEY PERFORM.

43. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION WORK OF LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS SHALL BE LICENSED BY THE STATE OF FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AND REGISTERED WITH VOLUSIA COUNTY. THE LICENSE AND REGISTRATION SHALL PERTAIN TO THE TYPE OF WORK BEING PERFORMED.

44. EXCEPT AS PROVIDED IN THE LAND DEVELOPMENT CODE, ALL ELECTRIC, TELEPHONE, TELEVISION, LINES AND SIMILAR UTILITIES ARE REQUIRED TO BE INSTALLED UNDERGROUND AT THE EXPENSE OF THE OWNER, DEVELOPER, AND BUILDER.

45. MINIMUM UTILITY DEPTHS:

POTABLE WATER, SANITARY SEWER AND RECLAIMED WATER MAINS	36 INCHES
HIGH VOLTAGE SUCH AS POWER FEEDER, SERVICE, AND DROPS	30 INCHES
LOW VOLTAGE SUCH AS PHONE AND CABLE TV FOR FEEDER AND SERVICE	18 INCHES
LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV FOR DROPS	12 INCHES

NOTE: IN NO INSTANCE SHALL THE DEPTH OF COVER BE LESS THAN 36" FROM FINISHED GRADE TO THE TOP OF PIPE FOR POTABLE WATER MAINS, SANITARY SEWER MAINS AND RECLAIMED WATER MAINS. HOWEVER, IN THE EVENT THAT THIS CONDITION CANNOT BE MET DUE TO UNANTICIPATED CONFLICTS DURING THE CONSTRUCTION PROCESS, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY PUBLIC UTILITIES DEPARTMENT.

46. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF UNDERGROUND AND OVERHEAD PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.



STANDARD CONSTRUCTION DETAIL
ROADWAY AND PARKING AREA DESIGN
AND CONSTRUCTION NOTES
(CONTINUED)

REV. 12/18

FILE NAME:

R1.DWG

DETAIL REF:

R-1.4

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 SEEDED 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:

<u>SWALE PROFILE GRADES</u>	<u>PROTECTION REQUIRED</u>
0.2% – 1.0%	SEEDING AND MULCHING
1.0% – 4.0%	SODDING
4.0% +	DITCH PAVING

3. THE PAVEMENT, BASE, AND SUBGRADE THICKNESS PRESENTED ON DETAILS REPRESENTS THE MINIMUM REQUIREMENTS FOR LOCAL PUBLIC STREETS AND PRIVATE PARKING LOTS. AREAS SUBJECT TO HEAVY TRAFFIC, SUCH AS COLLECTOR ROADS AND COMMERCIAL PRIVATE PARKING LOTS, HAVE INCREASED REQUIREMENTS.
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 SUBGRADE SHALL EXTEND TO A DEPTH OF 12" BELOW THE BOTTOM OF THE BASE AND OUTWARD TO 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 DESIGNATED SITE INSPECTOR AND A LICENSED SOILS ENGINEER.
7. THE SUBGRADE SHALL BE STABILIZED TO NO LESS THAN LBR 40 TO A 12" DEPTH AND COMPACTED TO NO LESS THAN 98% DENSITY BASED ON MODIFIED PROCTOR MAXIMUM DRY TEST PER AASHTO T-180. 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
8. 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 6" DEPTH. FLOWABLE FILL (FDOT SPECIFICATIONS SECTION 121) BASES SHALL HAVE A MINIMUM STRENGTH OF 350 POUNDS PER SQUARE INCH AT 7 DAYS COMPACTED TO 98% DENSITY PER AASHTO T-180 MODIFIED PROCTOR TEST IN CONFORMANCE WITH SECTION 270 OF STANDARD FDOT 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.



STANDARD CONSTRUCTION DETAIL
ROADWAY AND PARKING AREA DESIGN
AND CONSTRUCTION NOTES

REV. 12/18

FILE NAME:

R1.DWG

DETAIL REF:

R-1

NOTES:

1. FDOT CLEAR ZONE MAY BE REDUCED ON CAPITAL RECONSTRUCTION AND MAINTENANCE PROJECTS UPON APPROVAL BY THE CITY'S PROFESSIONAL ENGINEER.
2. TREES IN EXCESS OF 12" CALIPER AT MATURITY AND MULTI-TRUNKED PALMS SHALL BE SET BACK TO TWICE THE MINIMUM CLEAR ZONE (2 X *).
3. WHERE PAVEMENT WIDENING IN ACCORDANCE WITH FDOT STANDARDS IS NOT PROVIDED IN HORIZONTAL CURVES, ADDITIONAL CLEAR ZONE SHALL BE PROVIDED EQUAL TO THE REQUIRED PAVEMENT WIDENING.
4. CLEAR ZONES ON CURBED ROADS SHALL BE MEASURED FROM THE FACE OF CURB OR FROM THE EDGE OF THE THROUGH LANE ON RURAL ROADS. CURBED ROADS REFER TO HIGH BACK CURBS ONLY.
5. SHRUBS ADJACENT TO SIDEWALKS AND WITHIN INTERSECTION SIGHT TRIANGLES CANNOT EXCEED 24" ABOVE THE LOWEST ADJACENT ROADWAY GRADE. ALL OTHER SHRUBS MUST BE LESS THAN OR EQUAL TO 30" IN HEIGHT.
6. INSTALLATION OF LANDSCAPING IN PUBLIC RIGHTS-OF-WAY REQUIRES EXECUTION OF A "LICENSE AGREEMENT" BETWEEN THE DEVELOPER AND THE CITY. FOR INSTANCES WHERE THE STREETS AND PRIVATE AND PUBLIC UTILITY EASEMENTS ARE PROVIDED, THE DEVELOPER MAY BE REQUIRED TO OBTAIN A RELEASE FROM THE FRANCHISE UTILITIES IN ORDER TO INSTALL THE LANDSCAPE IMPROVEMENTS.
7. LANDSCAPING PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF UNDERGROUND AND OVERHEAD PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.
8. SHRUBS, UNDERSTORY TREES AND PALMS SHALL BE ALLOWED IN THE RIGHT-OF-WAY WITH EXISTING AND PROPOSED UTILITIES. SHADE TREES, ESPECIALLY THOSE WITH AGGRESSIVE ROOT SYSTEMS, WILL REQUIRE SPECIFIC CITY APPROVAL.
9. SHADE TREES MUST NOT BE PLANTED UNDER OR DIRECTLY ADJACENT TO OVERHEAD UTILITIES THAT WOULD REQUIRE EXCESSIVE PRUNING TO AVOID THE UTILITY LINES.
10. TREES WITH AGGRESSIVE ROOT SYSTEMS SHALL REQUIRE SOME FORM OF ROOT GUIDING SYSTEM TO PREVENT THE UPHEAVAL OF ADJACENT ROADWAY PAVEMENT AND/OR SIDEWALKS.



STANDARD CONSTRUCTION DETAIL
ROADWAY LANDSCAPING LAYOUT AND NOTES
(CONTINUED)

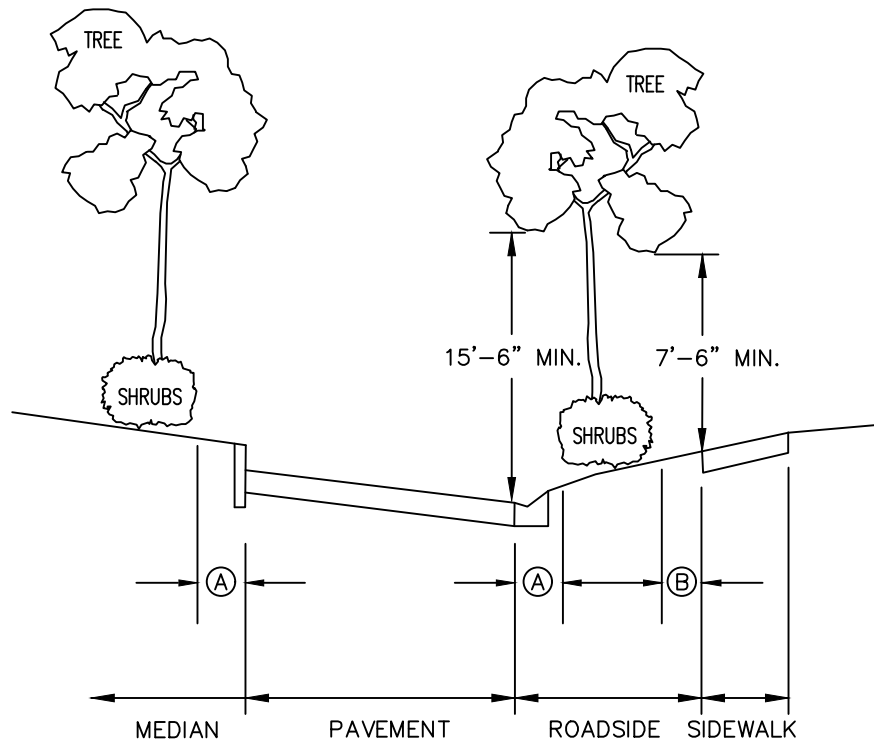
REV. 12/18

FILE NAME:

R2.DWG

DETAIL REF:

R-2.1



Ⓐ ROADWAY CLEAR ZONES PER TABLE BELOW, MINIMUM:

DESIGN SPEED (MPH)				
25 & BELOW	30	35	40	45+
6'	6' LOCAL 10' COLLECTOR 14' ARTERIAL	6' LOCAL 10' COLLECTOR 14' ARTERIAL	10' COLLECTOR 14' ARTERIAL	FDOT STANDARD

Ⓑ SIDEWALK CLEAR ZONE SHALL BE PER FDOT GREENBOOK (LATEST EDITION)



STANDARD CONSTRUCTION DETAIL ROADWAY LANDSCAPING LAYOUT AND NOTES

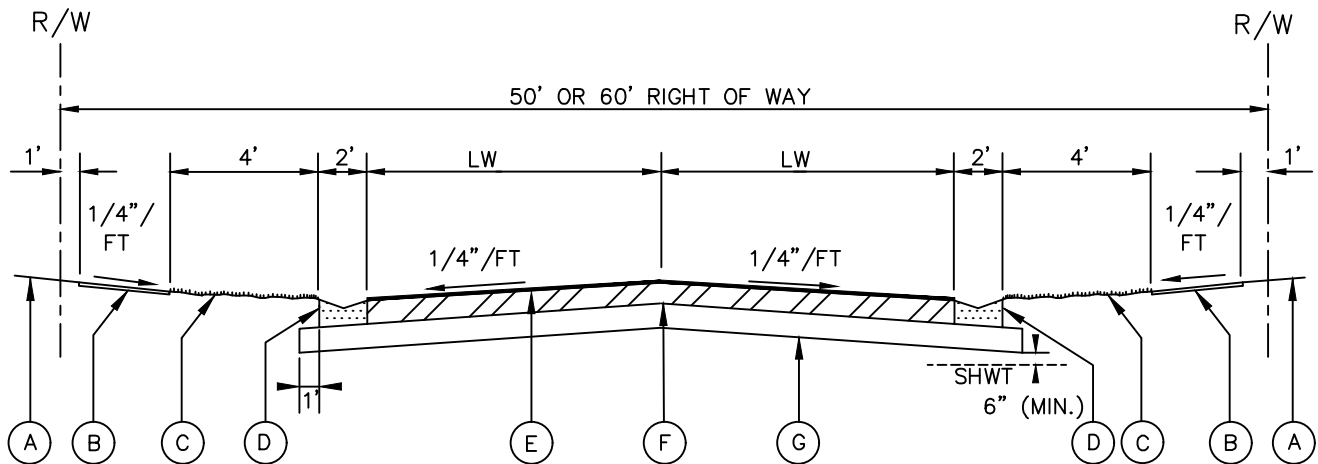
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FILE NAME:

R2.DWG

DETAIL REF:

R-2



- (A) 12' WIDE UTILITY EASEMENT WITH SLOPE OF 1-1/2% MIN. AND 3% MAX.
- (B) 4' WIDE CONCRETE SIDEWALK, 2,500 PSI, 3" MINIMUM ABOVE TOP OF CURB, 1/4" PER 1' (2.08%) MAX. SLOPE, REINFORCED, 4" THICK AND 6" THICK AT DRIVEWAYS
- (C) 4' WIDE AREA WITH SLOPE OF 1.5% MIN. AND 3% MAX., SOD OR SEED AND MULCH PER FDOT STANDARD SPECIFICATION SECTION 570
- (D) MIAMI CURB, CONCRETE 3,000 PSI AT 28 DAYS
- (E) 1-1/2" SUPERPAVE ASPHALT CONCRETE TYPE SP-9.5; MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B), NUCLEAR DENSITY TEST, "BACK SCATTER METHOD" AND/OR MINIMUM 90% OF THE MAXIMUM VOIDLESS SPECIFIC GRAVITY
- (F) BASE:
6" LIMEROCK (LBR 100) OR CRUSHED CONCRETE (LBR 130) COMPACTED TO MINIMUM 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST
NOTE: RECYCLED CONCRETE OR LIMEROCK FOR BASE OR SUBBASE APPLICATIONS SHALL BE ALLOWED ON CITY ROADWAYS ONLY WHERE THE LOWEST ELEVATION OF THE ROADWAY SUBGRADE IS A MINIMUM OF 6" ABOVE THE SEASONAL HIGH WATER TABLE AS CERTIFIED BY A FLORIDA LICENSED PROFESSIONAL SOILS ENGINEER AND SUBSEQUENTLY APPROVED FOR BY THE CITY. IN AREAS NOT MEETING THESE STANDARDS, FLOWABLE FILL WILL BE REQUIRED.
- (G) SUBGRADE:
12" STABILIZED TO MINIMUM LBR 40 AS SPECIFIED BY FDOT REQUIREMENTS FOR TYPE B STABILIZED SUBGRADE COMPACTED TO MINIMUM 95% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST

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 FLOWABLE FILL.



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

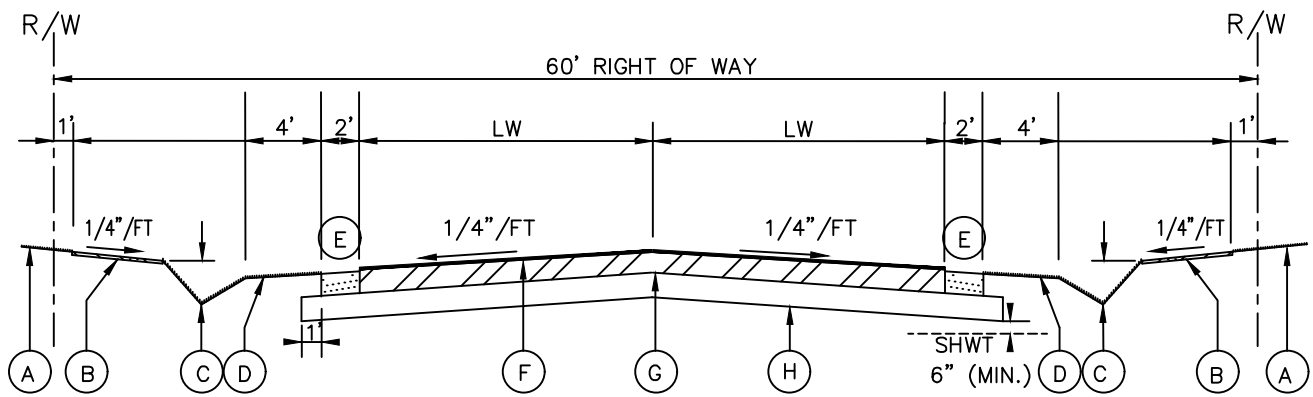
REV. 12/18

FILE NAME:

R3.DWG

DETAIL REF:

R-3



- (A) 12' WIDE UTILITY EASEMENT WITH SLOPE OF 1-1/2% MIN. AND 3% MAX.
- (B) 4' WIDE SIDEWALK, CONCRETE 2,500 PSI AT 28 DAYS, 3" MINIMUM ABOVE TOP OF CURB, 1/4" PER 1' (2.08%) MAX. SLOPE, REINFORCED, 4" THICK AND 6" THICK AT DRIVEWAYS
- (C) DITCH: MAXIMUM SIDE SLOPES 4:1, MAXIMUM DEPTH 12"
- (D) 4' WIDE AREA WITH SLOPE OF 10:1, SOD OR SEED AND MULCH PER FDOT STANDARD SPECIFICATION SECTION 570
- (E) ENVIRONMENTAL CURB, CONCRETE 3,000 PSI AT 28 DAYS
- (F) ASPHALT PAVEMENT:
1-1/2" SUPERPAVE ASPHALT CONCRETE TYPE SP-9.5, MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B), NUCLEAR DENSITY TEST, "BACK SCATTER METHOD" AND/OR MINIMUM 90% OF THE MAXIMUM VOIDLESS SPECIFIC GRAVITY
- (G) BASE:
6" LIMEROCK (LBR 100) OR CRUSHED CONCRETE (LBR 130) COMPACTED TO MINIMUM 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST
NOTE: RECYCLED CONCRETE OR LIMEROCK FOR BASE OR SUBBASE APPLICATIONS SHALL BE ALLOWED ON CITY ROADWAYS ONLY WHERE THE LOWEST ELEVATION OF THE ROADWAY SUBGRADE 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, FLOWABLE FILL WILL BE REQUIRED.
- (H) SUBGRADE:
12" SOIL STABILIZED TO MINIMUM LBR 40 AS SPECIFIED BY FDOT REQUIREMENTS FOR TYPE B STABILIZED SUBGRADE COMPACTED TO MINIMUM 95% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST

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 FLOWABLE FILL.



STANDARD CONSTRUCTION DETAIL
60' R/W WITH DITCH ROAD SECTION

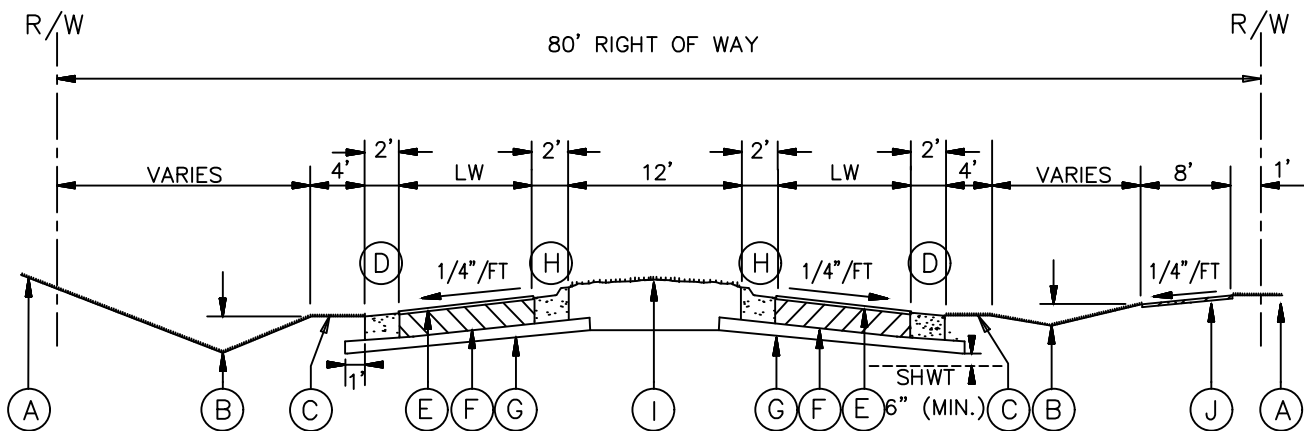
REV. 12/18

FILE NAME:

R4.DWG

DETAIL REF:

R-4



- (A) 12' WIDE UTILITY EASEMENT WITH SLOPE OF 1-1/2% MIN. AND 3% MAX.
- (B) DITCH: MAXIMUM SIDE SLOPES 4:1, MAXIMUM DEPTH 18"
- (C) 4' WIDE AREA WITH SLOPE OF 10:1, SOD OR SEED AND MULCH PER FDOT STANDARD SPECIFICATION SECTION 570
- (D) ENVIRONMENTAL CURB, CONCRETE 3,000 PSI AT 28 DAYS
- (E) ASPHALT PAVEMENT:
1-1/2" SUPERPAVE ASPHALT CONCRETE TYPE SP 9.5 (2" SP-12 FOR COLLECTOR ROADS), MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B), NUCLEAR DENSITY TEST, "BACK SCATTER METHOD" AND/OR MINIMUM 90% MAXIMUM VOIDLESS SPECIFIC GRAVITY
- (F) BASE:
6" (8" FOR COLLECTOR ROADS) LIMEROCK (LBR 100) OR CRUSHED CONCRETE (LBR 130) COMPACTED TO MINIMUM 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST
NOTE: RECYCLED CONCRETE OR LIMEROCK FOR BASE OR SUBBASE APPLICATIONS SHALL BE ALLOWED ON CITY ROADWAYS ONLY WHERE THE LOWEST ELEVATION OF THE ROADWAY SUBGRADE 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, FLOWABLE FILL WILL BE REQUIRED.
- (G) SUBGRADE:
12" STABILIZED TO MINIMUM LBR 40 AS SPECIFIED BY FDOT REQUIREMENTS FOR TYPE B STABILIZED SUBGRADE COMPACTED TO MINIMUM 95% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST
- (H) FDOT TYPE "F" CURB, CONCRETE 3,000 PSI AT 28 DAYS, SLOPED TO DRAIN FROM GUTTER TO ROAD
- (I) SOD OR SEED AND MULCH PER FDOT STANDARD SPECIFICATION SECTION 570 OR 575, AS APPLICABLE
- (J) 8' WIDE SIDEWALK, CONCRETE 2,500 PSI AT 28 DAYS, 3" MINIMUM ABOVE TOP OF CURB, 1/4" PER 1' (2.08%) MAX. SLOPE, REINFORCED, 4" THICK AND 6" THICK AT DRIVEWAYS

NOTES:

- ALL MATERIALS ARE TO BE APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND THE DEVELOPER'S LICENSED SOILS ENGINEER PRIOR TO PLACEMENT.
- A REPRESENTATIVE OF A CERTIFIED SOIL LABORATORY SHALL BE PRESENT DURING ALL CONSTRUCTION PHASES UTILIZING FLOWABLE FILL.



STANDARD CONSTRUCTION DETAIL
80' R/W WITH MEDIAN
AND DITCH ROAD SECTION

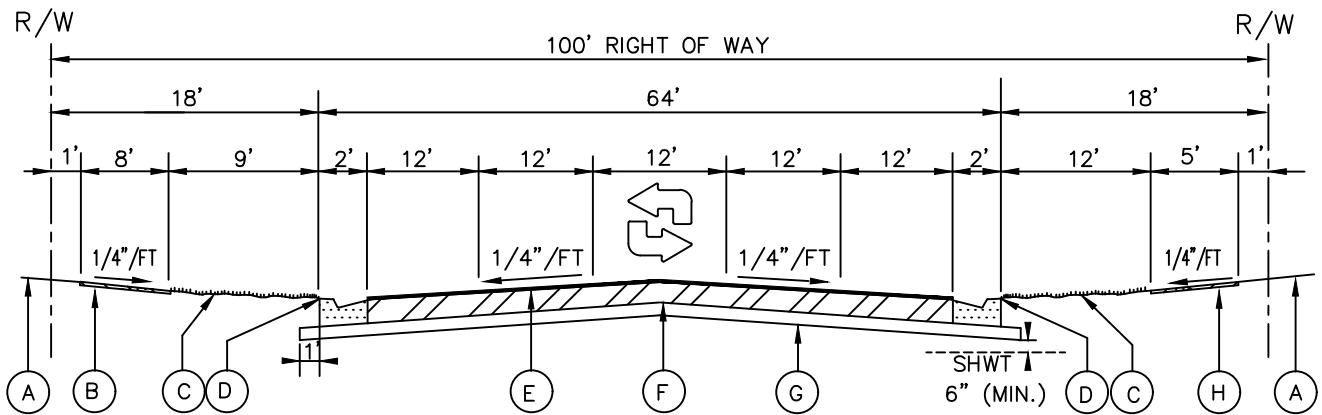
REV. 12/18

FILE NAME:

R5.DWG

DETAIL REF:

R-5



- (A) 12' WIDE UTILITY EASEMENT WITH SLOPE OF 1-1/2% MIN. AND 3% MAX.
 - (B) 8' WIDE BIKE PATH, CONCRETE 2,500 PSI AT 28 DAYS, 3" MINIMUM ABOVE TOP OF CURB, 1/4" PER 1' (2.08%) MAX. SLOPE, REINFORCED, 4" THICK AND 6" THICK AT DRIVEWAYS
 - (C) GRASSED AREA WITH SLOPE OF 1.5% MIN. AND 3% MAX., SOD OR SEED AND MULCH PER FDOT STANDARD SPECIFICATION SECTION 570
 - (D) FDOT TYPE "F" CURB, CONCRETE 3,000 PSI AT 28 DAYS, SLOPED TO DRAIN FROM GUTTER TO INLET
 - (E) ASPHALT PAVEMENT:
1-1/2" SUPERPAVE ASPHALT CONCRETE TYPE SP 9.5 (2" SP-12 FOR COLLECTOR ROADS), MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B), NUCLEAR DENSITY TEST, "BACK SCATTER METHOD" AND/OR MINIMUM 90% MAXIMUM VOIDLESS SPECIFIC GRAVITY
 - (F) BASE:
6" (8" FOR COLLECTOR ROADS) LIMEROCK (LBR 100) OR CRUSHED CONCRETE (LBR 130) COMPACTED TO MINIMUM 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST
- NOTE:** RECYCLED CONCRETE OR LIMEROCK FOR BASE OR SUBBASE APPLICATIONS SHALL BE ALLOWED ON CITY ROADWAYS ONLY WHERE THE LOWEST ELEVATION OF THE ROADWAY SUBGRADE 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, FLOWABLE FILL WILL BE REQUIRED.
- (G) SUBGRADE:
12" STABILIZED TO MINIMUM LBR 40 AS SPECIFIED BY FDOT REQUIREMENTS FOR TYPE B STABILIZED SUBGRADE COMPACTED TO MINIMUM 95% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST
 - (H) 5' WIDE SIDEWALK, 2,500 PSI CONCRETE AT 28 DAYS, 3" MINIMUM ABOVE TOP OF CURB, 1/4" PER 1' (2.08%) MAX. SLOPE, 4" THICK AND 6" THICK AT DRIVEWAYS

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 FLOWABLE FILL.



STANDARD CONSTRUCTION DETAIL
100' R/W WITH 5 LANE ROAD SECTION

REV. 12/18

FILE NAME:

R6.DWG

DETAIL REF:

R-6

R-7

ROADWAY GEOMETRY

ROAD CLASSIFICATION	DESIGN SPEED (MPH)	LANE WIDTH, LW (FT)	RIGHT OF WAY WIDTH (FT)	MIN. HORIZ. RADIUS C.L. (FT)	MIN. VERT. CURVE (FT)	MIN. LONG. GRADE (%)	MIN. INT. SPACE (FT)
LOCAL / COLLECTOR							
UP TO 400 VPD	15	10	50	50	75	0.3	150
	20	10	50	95	125	0.3	200
	25	11	50	180	165	0.3	250
UP TO 1,000 VPD	20	11	50	95	125	0.3	200
	25	11	60	180	165	0.3	250
UP TO 5,000 VPD	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 7,500 VPD	35	12	100	375	225	0.5	660
	40	12	100	450	275	0.5	660
OVER 7,500 VPD	40	12	100	450	275	0.5	660

LEGEND:

HORIZ.=HORIZONTAL; C.L.=CENTER LINE; VERT.=VERTICAL; LONG.=LONGITUDINAL; INT.=INTERSECTION;
VPD=VEHICLES PER DAY

MINIMUM SIGHT DISTANCES (REVIEW GREEN BOOK LATEST EDITION FOR GRADE INFLUENCE)

DESIGN SPEED (MPH)	20	25	30	35	40	45	50	55
SIGHT DISTANCE (FT)	115	155	200	250	305	360	425	495

NOTES:

- ALL ROADWAY DESIGN SHALL MEET THE MINIMUM REQUIREMENTS OF THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS, (GREENBOOK), AS PUBLISHED BY THE FDOT (LATEST EDITION).
- PAVEMENT WIDTHS FOR INDUSTRIAL AND COMMERCIAL ROADS SHALL BE INCREASED BY A MINIMUM OF ONE (1) FOOT.
- AS A RULE, ALL INTERSECTIONS SHALL BE DESIGNED AT 90 DEGREE ANGLES; DEVIATION FROM THIS SHALL BE CONSIDERED STRICTLY ON A CASE BY CASE BASIS; IN THE EVENT THAT ANY DEVIATION IS PERMITTED, 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.
- ALL INTERSECTIONS AND ACCESS POINTS SHALL HAVE ADEQUATE LINE OF SIGHT BASED ON AN EYE LEVEL OF 42" ABOVE THE GROUND AND AN OBJECT 24" ABOVE THE LOWEST ROADWAY; FOR PURPOSES OF THIS STANDARD, THE EYE LEVEL SHALL BE MEASURED 8' IN BACK OF THE STOP BAR AT ENTRANCES.



STANDARD CONSTRUCTION DETAIL ROADWAY GEOMETRY

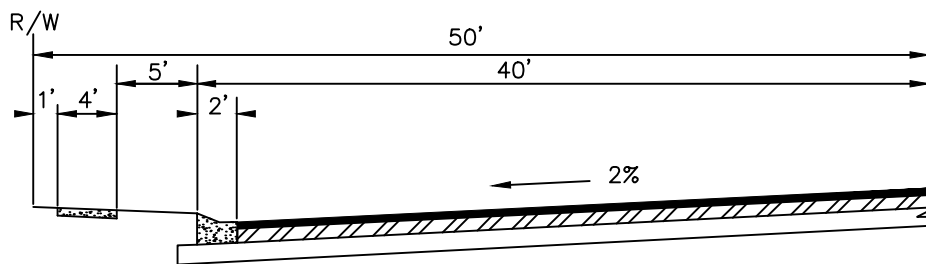
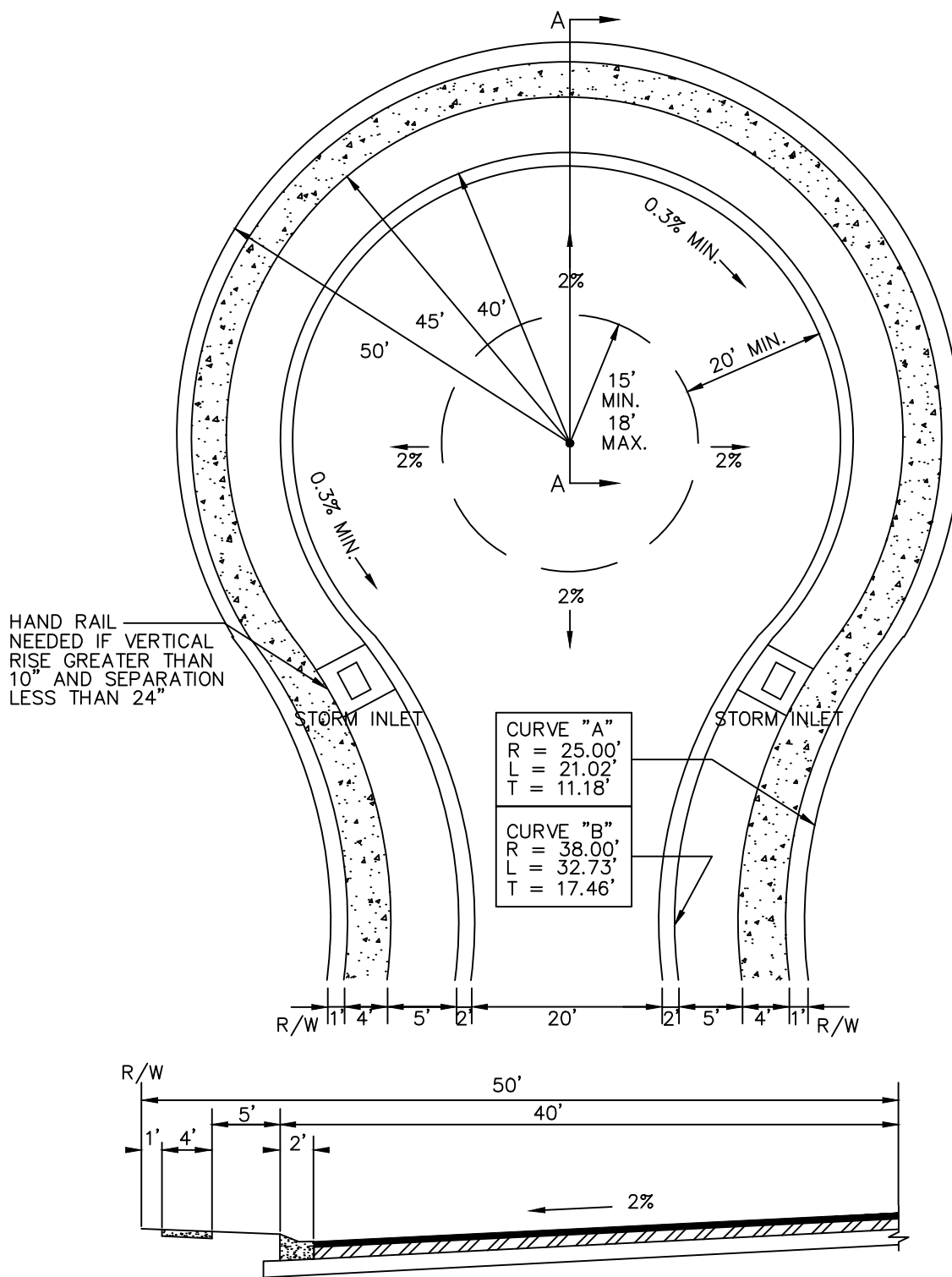
REV. 12/18

FILE NAME:

R8.DWG

DETAIL REF:

R-8



SECTION A-A



STANDARD CONSTRUCTION DETAIL
DUAL STORM INLET
CUL-DE-SAC DETAIL

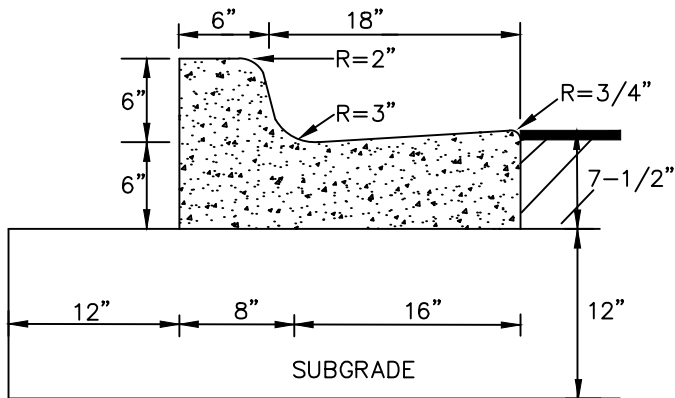
REV. 12/18

FILE NAME:

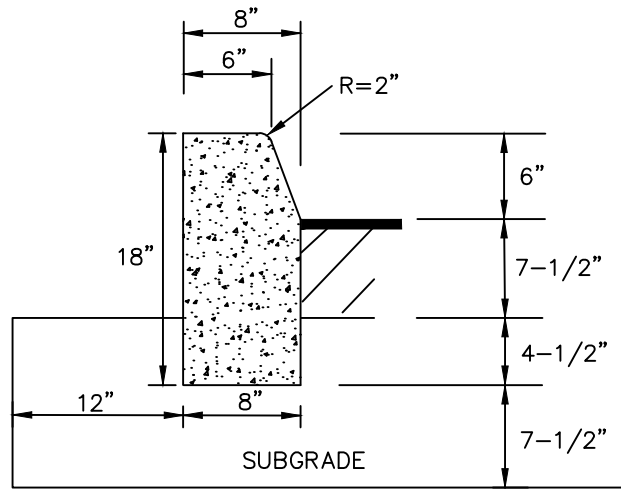
R10.DWG

DETAIL REF:

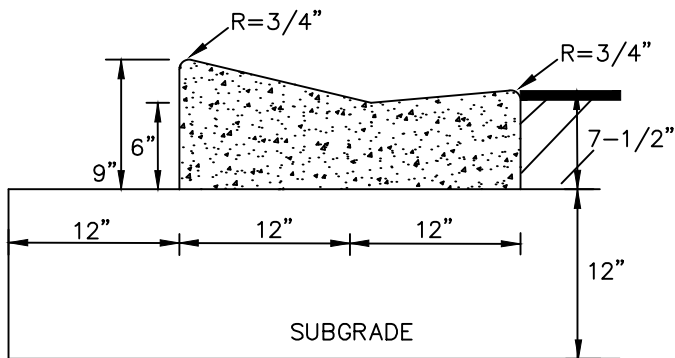
R-10



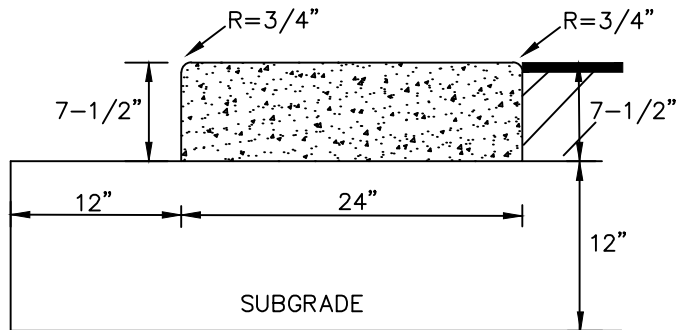
FDOT TYPE "F" CURB



FDOT TYPE "D" CURB



MIAMI CURB



ENVIRONMENTAL CURB

NOTES:

1. ALL CURBS TO BE CONSTRUCTED WITH CONCRETE 3,000 PSI AT 28 DAYS.
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500'. CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM AND 4' MINIMUM.
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 12" (MIN.) SUBGRADE TO BE STABILIZED TO A MINIMUM LBR 40 AND COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT (EXTRUDED CURBS) ARE NOT PERMITTED.
7. ALL ASPHALT AND/OR PAVER DRIVEWAY APRONS LOCATED IN PUBLIC R/W SHALL INCLUDE CURBING.



STANDARD CONSTRUCTION DETAIL
STANDARD CURB CONSTRUCTION

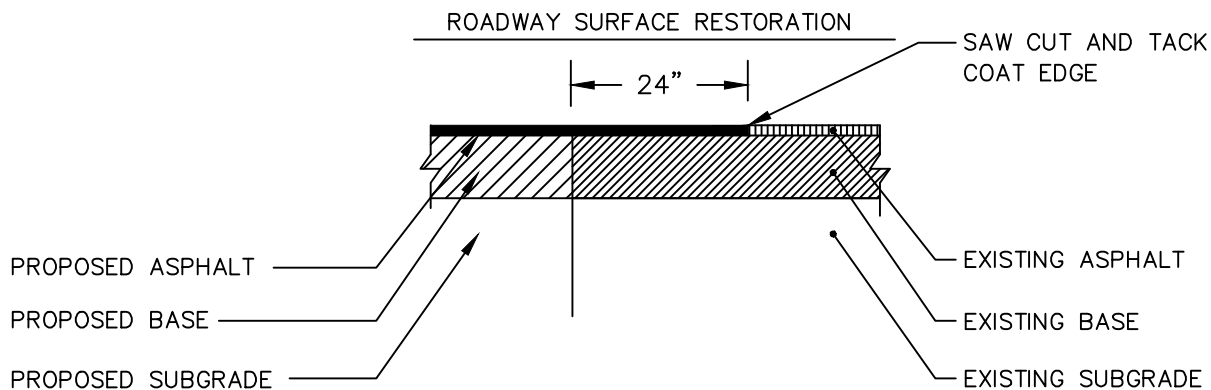
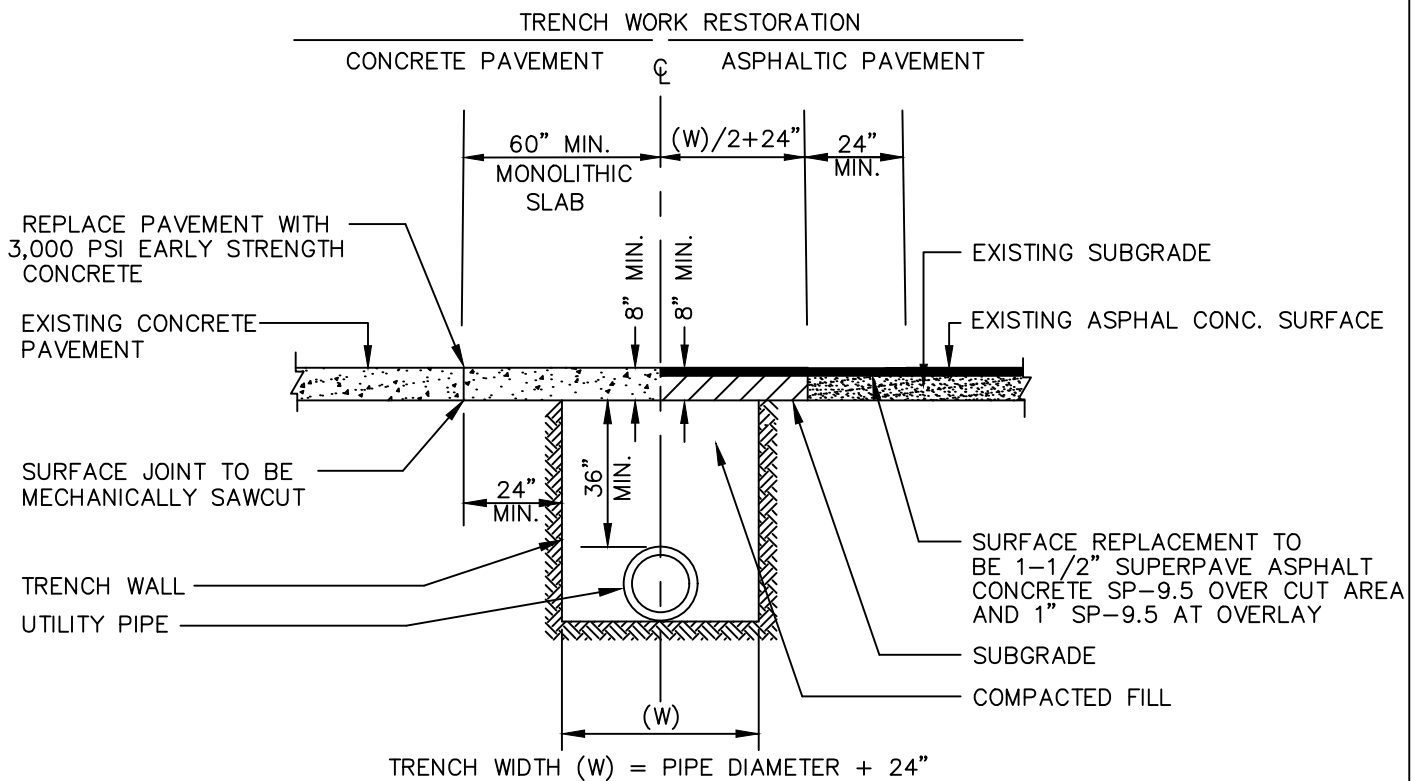
REV. 12/18

FILE NAME:

R11.DWG

DETAIL REF:

R-11



NOTES:

1. PAVING REPLACEMENT SHALL INCLUDE RAISING ALL MANHOLE FRAMES/LIDS AND VALVE BOXES/LIDS, AND SIMILAR APPURTENANCES, TO FINAL ELEVATION PRIOR TO RESURFACING.
3. REPLACEMENT BASE MATERIAL TO BE LIMEROCK OR RECYCLED CONCRETE. BASE AND ANY SUBBASE TO BE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
4. IN AREAS WHERE CONCRETE PAVEMENT IS TO BE UTILIZED, AREA MUST REMAIN FREE OF VEHICULAR TRAFFIC FOR A MINIMUM OF 3 DAYS.



**STANDARD CONSTRUCTION DETAIL
PAVEMENT RESTORATION**

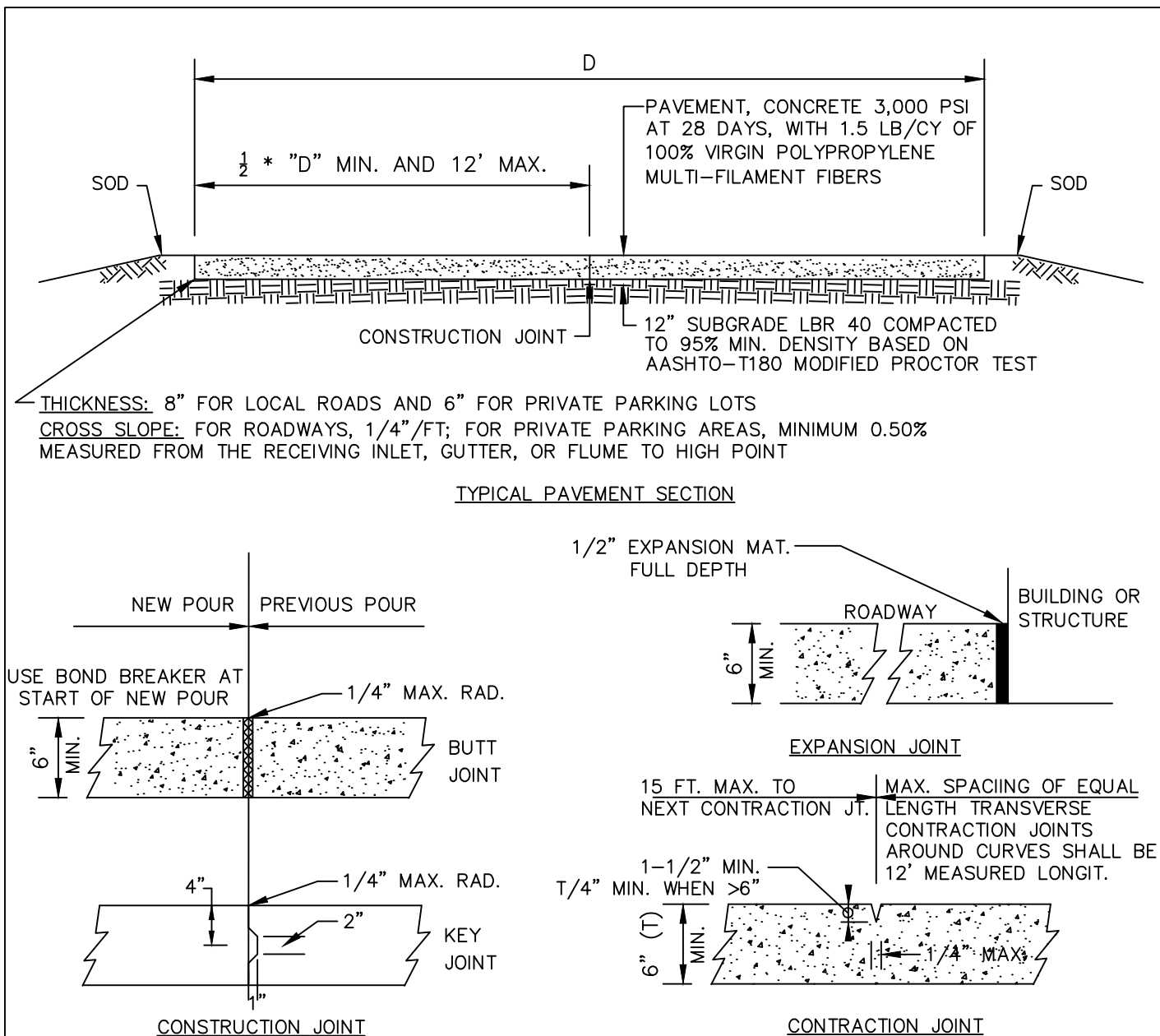
REV. 12/18

FILE NAME:

R13.DWG

DETAIL REF:

R-13



NOTES:

1. CONTRACTION JOINTS MAY BE HAND FORMED, SAWED OR CONSTRUCTED WITH A 1/4" PRE-MOLDED FILLER JOINT. JOINTS MUST BE SAWED BETWEEN 4 AND 18 HOURS AFTER CONCRETE HAS BEEN PLACED.
2. EXPANSION JOINTS TO BE PLACED BETWEEN STRUCTURE AND CURB AND AT ANY PERMANENT STRUCTURE ABUTTING OR WITHIN THE PAVED AREA, INCLUDING SIDEWALKS. USE OF WOOD IS NOT ACCEPTABLE.
3. FINAL DETERMINATION OF CONSTRUCTION JOINT SELECTION AND APPLICATION SHALL BE MADE BY THE ENGINEER OF RECORD BASED ON PROJECT REQUIREMENTS AND LOCATION.
4. CONSTRUCTION JOINTS WITHIN THE SLAB AREA SHOULD NOT CONTAIN PRE-MOLDED EXPANSION JOINT FILLER.
5. CONCRETE PAVEMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI PUBLICATION 330R-87.



STANDARD CONSTRUCTION DETAIL
CONCRETE PAVEMENT DETAILS

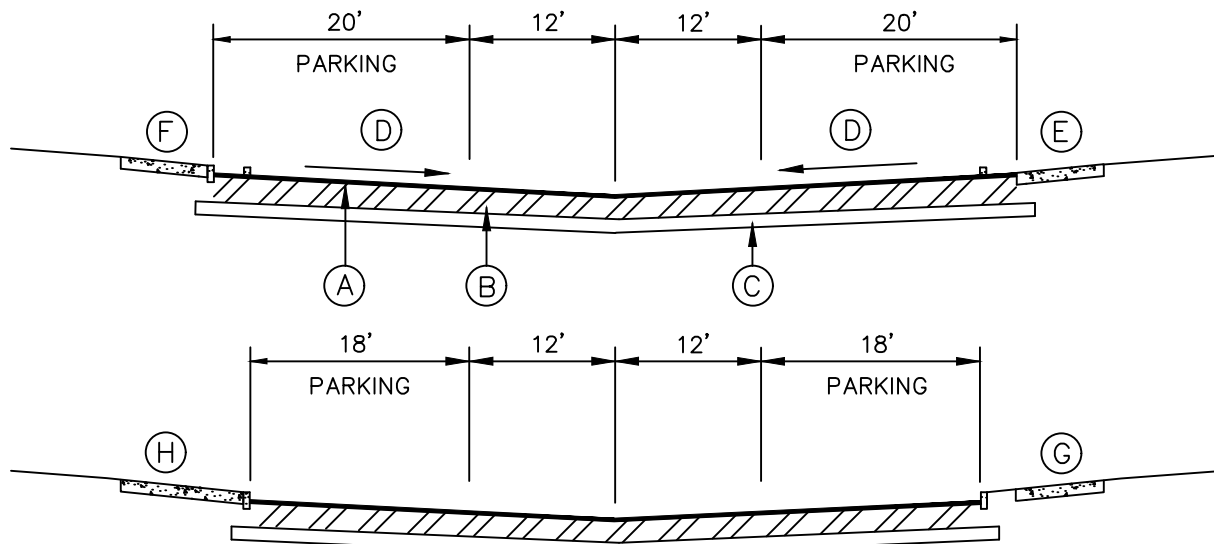
REV. 12/18

FILE NAME:

R14.DWG

DETAIL REF:

R-14



- (A) ASPHALT PAVEMENT:
1-1/2" SUPERPAVE ASPHALT CONCRETE TYPE SP-9.5, MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B), NUCLEAR DENSITY TEST, "BACK SCATTER METHOD" AND/OR MINIMUM 90 PERCENT MAXIMUM VOIDLESS SPECIFIC GRAVITY
- (B) BASE:
6" LIMEROCK (LBR 100) OR CRUSHED CONCRETE (LBR 130) COMPACTED TO MINIMUM 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST
NOTE: RECYCLED CONCRETE OR LIMEROCK FOR BASE OR SUBBASE APPLICATIONS SHALL BE ALLOWED ON PARKING AREAS ONLY WHERE THE LOWEST ELEVATION OF THE PARKING SUBGRADE 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.
- (C) SUBGRADE:
12" STABILIZED TO MINIMUM LBR 40 AS SPECIFIED BY FDOT REQUIREMENTS FOR TYPE B STABILIZED SUBGRADE AND COMPACTED TO 98% DENSITY BASED ON MODIFIED PROCTOR MAXIMUM DRY TEST PER AASHTO T-180
- (D) THE MINIMUM ALLOWABLE PARKING LOT PAVEMENT SLOPE FOR ASPHALT SHALL BE NO LESS THAN 0.75% MEASURED FROM THE RECEIVING INLET OR FLUME TO HIGH POINT; THE MINIMUM SLOPE MAY BE REDUCED TO 0.50% FOR CONCRETE PAVEMENT
- (E) 4' MIN. FLUSH SIDEWALK, CONCRETE 2,500 PSI AT 28 DAYS, WHEEL STOP FACE AT 2' FROM SIDEWALK EDGE
- (F) 4' MIN. RAISED SIDEWALK, CONCRETE 2,500 PSI AT 28 DAYS, WHEEL STOP FACE AT 2' FROM SIDEWALK EDGE
- (G) 4' MIN. RAISED SIDEWALK, CONCRETE 2,500 PSI AT 28 DAYS, NO WHEEL STOP, CURB FACE AT 2' FROM SIDEWALK EDGE, GRASS/GROUND COVER (NOT MULCH) BETWEEN CURB AND SIDEWALK
- (H) 7' MIN. RAISED SIDEWALK FROM FACE OF CURB, CONCRETE 2,500 PSI AT 28 DAYS, NO WHEEL STOP

NOTES:

1. ALL MATERIALS ARE TO BE APPROVED BY THE CITY'S ENGINEER 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.



STANDARD CONSTRUCTION DETAIL
PRIVATE PARKING LOT

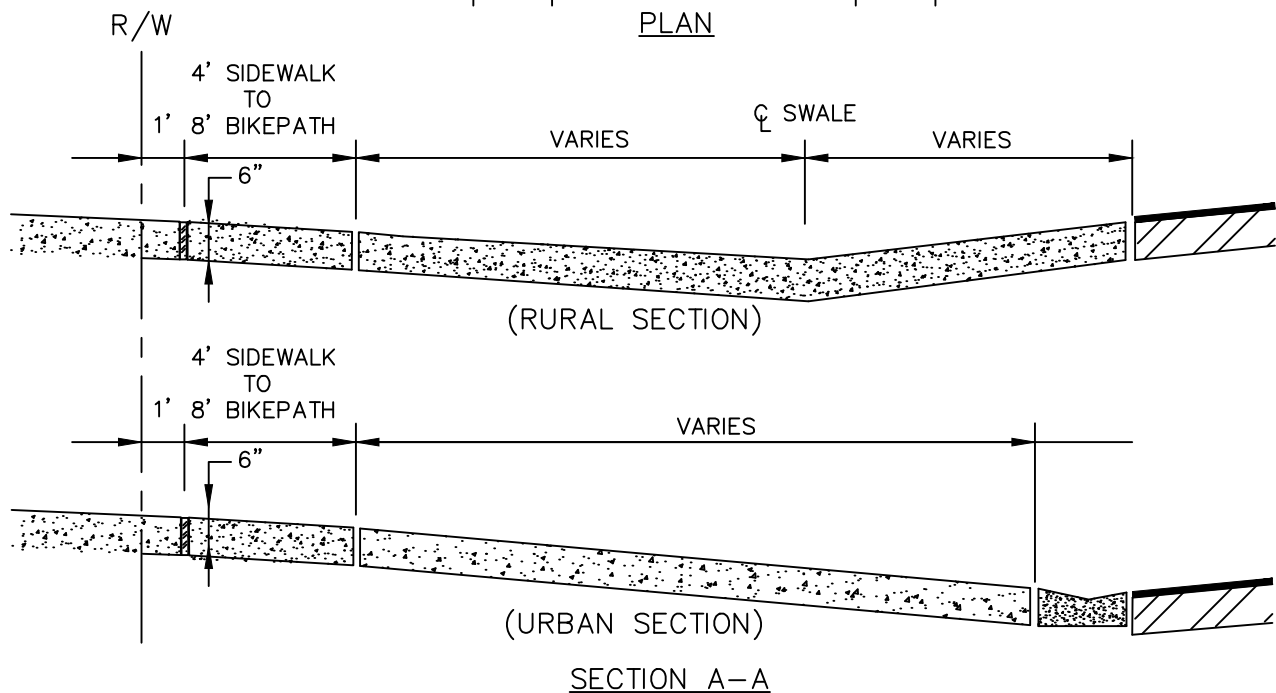
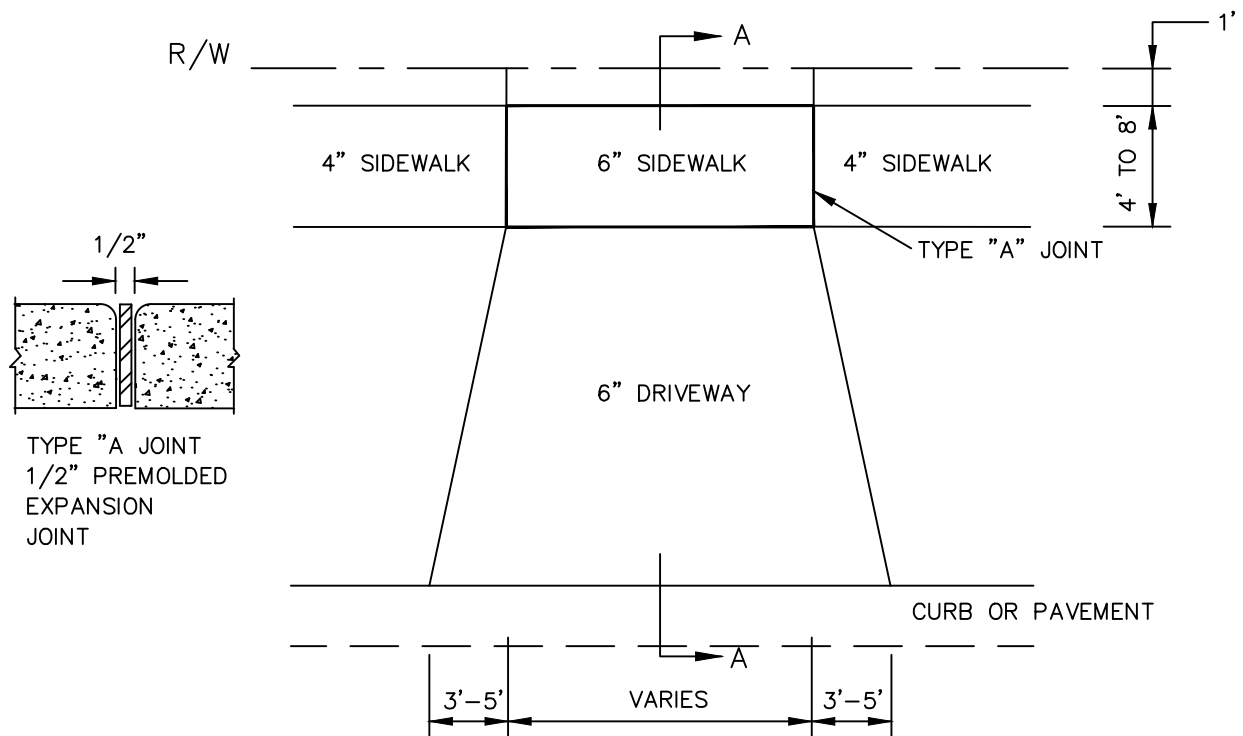
REV. 12/18

FILE NAME:

R15.DWG

DETAIL REF:

R-15



NOTES:

1. DRIVEWAY APRON BASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM LBR 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
2. DRIVEWAY APRON CONCRETE - 2,500 PSI AT 28 DAY.



STANDARD CONSTRUCTION DETAIL
DRIVEWAY APRON

REV. 12/18

FILE NAME:

R16.DWG

DETAIL REF:

R-16

NOTES:

1. ALL MATERIALS ARE TO BE INSPECTED AND APPROVED PRIOR TO INSTALLATION BY THE CITY'S DESIGNATED SITE INSPECTOR.
2. RIBBON CURB AND PAVERS WILL BE MAINTAINED BY PROPERTY OWNER FRONTING DRIVEWAY.
3. EXISTING DRAINAGE FLOWS AND PATTERNS MUST BE MAINTAINED DURING AND AFTER CONSTRUCTION. PROPOSED CONSTRUCTION SHALL NOT IMPACT ADJACENT PROPERTIES AND ROADWAY DRAINAGE SYSTEM.
4. ALL EXISTING WATER VALVES, SANITARY CLEANOUTS AND MANHOLE COVER TOP ELEVATIONS SHALL BE ADJUSTED TO MATCH FINAL DRIVEWAY BRICK GRADES TO AVOID TRIPPING HAZARDS.
5. ALL EXISTING WATER METERS SHALL BE RELOCATED OUTSIDE THE DRIVEWAY CONSTRUCTION LIMITS. RELOCATE METERS MINIMUM 36" OUTSIDE EDGE OF DRIVEWAY.
6. 12" RIBBON CURB ADJACENT TO EDGE OF PAVEMENT IS NOT REQUIRED WHEN STREET CURB EXISTS (TYPICALLY MIAMI CURB). IN SUCH CASES, BRICK PAVER DRIVEWAY SHALL BE CONSTRUCTED UP TO EXISTING STREET CURB. EXISTING CURB SHALL NOT BE DAMAGED DURING CONSTRUCTION. OWNER SHALL INCUR ALL LABOR AND MATERIAL COSTS TO REPLACE STREET CURB IF DAMAGED.
7. 6" LIMEROCK (LBR 100) OR CRUSHED CONCRETE (LBR 130) BASE SHALL BE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
8. LIMEROCK OR CRUSHED CONCRETE BASE SHALL BE ALLOWED ONLY WHERE LOWEST ELEVATION OF THE DRIVEWAY SUBGRADE IS A MINIMUM OF 6" ABOVE THE SEASONAL HIGH WATER TABLE. IN AREAS NOT MEETING THIS STANDARD, A SOIL CEMENT BASE WILL BE REQUIRED. PORTLAND CEMENT CONCRETE MAY BE USED INSTEAD OF RECYCLED CONCRETE OR LIMEROCK REGARDLESS OF THE SEASONAL HIGH WATER TABLE DEPTH.
9. 12" SUBGRADE SHALL BE STABILIZED TO A MINIMUM LBR 40 AS SPECIFIED BY FDOT REQUIREMENTS FOR TYPE B STABILIZED SUBGRADE AND COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.



STANDARD CONSTRUCTION DETAIL
DRIVEWAY BRICK PAVER APRON
(CONTINUED)

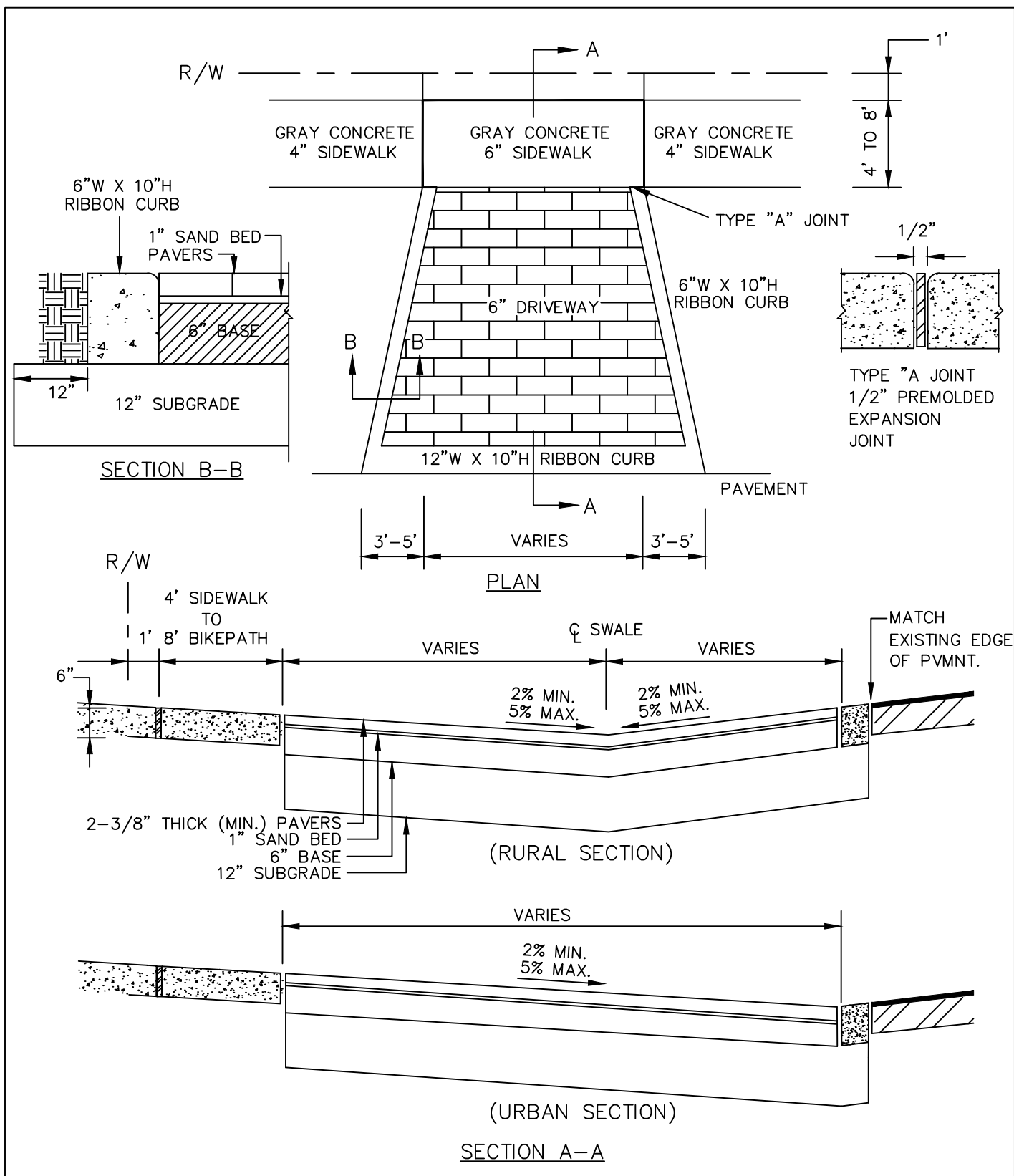
REV. 12/18

FILE NAME:

R17.DWG

DETAIL REF:

R-17.1



STANDARD CONSTRUCTION DETAIL
DRIVEWAY BRICK PAVER APRON

REV. 12/18

FILE NAME:

R17.DWG

DETAIL REF:

R-17

11. THE CITY MAY REQUIRE ALL NEW SANITARY SEWER GRAVITY SYSTEMS TO BE SMOKE TESTED PRIOR TO FINAL ACCEPTANCE. ALL TESTING MUST BE DONE IN THE PRESENCE OF THE CITY'S DESIGNATED SITE INSPECTOR.
12. THE CITY OF PORT ORANGE RESERVES THE RIGHT TO REQUIRE THE DEVELOPER TO PERFORM VACUUM TESTING OF ALL SANITARY MANHOLES, AIR TEST SEWER MAINS, AND REQUIRES THAT ALL SANITARY SEWER MAIN LINES BE TELEVIEWED PRIOR TO FINAL ACCEPTANCE. LATERALS SHALL BE TELEVIEWED UPON DEMAND BY THE CITY PRIOR TO FINAL ACCEPTANCE WHEN IT IS SUSPECTED THAT A PROBLEM EXISTS.
13. ALL TAPPING OF PRESSURE MAINS AND CORING OF MANHOLES SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM 48 HOURS NOTIFICATION 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 ESTABLISHED BY CITY. WITH RESPECT TO TIE-IN CONNECTIONS AND CORING OPERATIONS, 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. CONTRACTORS HAVING EXPERIENCE AND PROPER EQUIPMENT MAY BE GRANTED PERMISSION TO CORE MANHOLE BY PUBLIC UTILITIES DEPARTMENT.
14. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM HORIZONTAL SEPARATIONS (OUTSIDE TO OUTSIDE):

	WATER	STORM GRAVITY	STORM FORCE	RECLAIM	SANITARY GRAVITY	SANITARY FORCE
WATER		3'	3'	3'	6', PREFERRED 10'	6', PREFERRED 10'
STORM GRAVITY	3'		3'	3'	6', PREFERRED 10'	6', PREFERRED 10'
STORM FORCE	3'	3'		3'	6', PREFERRED 10'	6', PREFERRED 10'
RECLAIM	3'	3'	3'		6', PREFERRED 10'	6', PREFERRED 10'
SANITARY GRAVITY	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'		6', PREFERRED 10'
SANITARY FORCE	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	

15. A 3' MINIMUM HORIZONTAL SEPARATION BETWEEN THE SANITARY GRAVITY AND WATER MAINS SHALL BE ALLOWED WHEN THE WATER MAIN IS INSTALLED IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF AT LEAST 6" ABOVE THE SANITARY GRAVITY MAIN. ALTERNATIVELY, THE 3' MINIMUM HORIZONTAL SEPARATION SHALL BE ALLOWED WHEN THE SEWER MAIN IS ENCASED WITH CONCRETE OR ENCLOSED IN A WATER TIGHT CARRIER PIPE OR UPGRADED TO PRESSURE RATED PVC PIPE (MEETING AWWA C-900 OR C-905 SPECIFICATION AND PRESSURE TESTED AT 150 PSI TO ASSURE WATER TIGHTNESS PRIOR TO BACKFILLING).



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER NOTES
(CONTINUED)

REV. 12/18

FILE NAME
S1.DOC

DETAIL REF:
S-1.1

16. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM CROSSING/VERTICAL SEPARATIONS (OUTSIDE TO OUTSIDE):

	WATER	STORM GRAVITY	STORM FORCE	RECLAIM	SANITARY GRAVITY	SANITARY FORCE
WATER		OVER STORM GRAVITY 6", PREFERRED 12"	OVER STORM FORCE 12"	OVER RECLAIM 12"	OVER SANITARY GRAVITY 6", PREFERRED 12"	OVER SANITARY FORCE 12"
		UNDER STORM GRAVITY 12"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
STORM GRAVITY	OVER WATER 12"		OVER STORM FORCE 6"	OVER RECLAIM 6", PREFERRED 12"	OVER SANITARY GRAVITY 6", PREFERRED 12"	OVER SANITARY FORCE 6", PREFERRED 12"
	UNDER WATER 6", PREFERRED 12"		UNDER STORM FORCE 6"	UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
STORM FORCE	OVER WATER 12"	OVER STORM GRAVITY 6"		OVER RECLAIM 12"	OVER SANITARY GRAVITY 12"	OVER SANITARY FORCE 12"
	UNDER WATER 12"	UNDER STORM GRAVITY 6"		UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
RECLAIM	OVER WATER 12"	OVER STORM GRAVITY 12"	OVER STORM FORCE 12"		OVER SANITARY GRAVITY 12"	OVER SANITARY FORCE 12"
	UNDER WATER 12"	UNDER STORM GRAVITY 6", PREFERRED 12"	UNDER STORM FORCE 12"		UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
SANITARY GRAVITY	OVER WATER 12"	OVER STORM GRAVITY 12"	OVER STORM FORCE 12"	OVER RECLAIM 12"		OVER SANITARY FORCE 12"
	UNDER WATER 6", PREFERRED 12"	UNDER STORM GRAVITY 6", PREFERRED 12"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"		UNDER SANITARY FORCE 12"
SANITARY FORCE	OVER WATER 12"	OVER STORM GRAVITY 12"	OVER STORM FORCE 12"	OVER RECLAIM 12"	OVER SANITARY GRAVITY 12"	
	UNDER WATER 12"	UNDER STORM GRAVITY 6", PREFERRED 12"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	



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17. SEWER LATERAL LOCATIONS SHALL BE MARKED ALONG THE OUTSIDE OF THE CURB WITH A SAW CUT "V", OR BY A METAL TAB SET INTO THE PAVEMENT.
18. THE CONTRACTOR SHALL INSTALL A METALLIZED FOIL LOCATOR TAPE, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWAGE FORCE MAINS. THIS PIPE LOCATOR AID SHALL BE INSTALLED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPE SHALL BE COLOR CODED GREEN FOR SANITARY SEWER AND FORCE MAIN. A CONTINUOUS NO. 10 COPPER HEAD WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.

FORCE MAIN SANITARY SEWER:

1. PVC SANITARY SEWER FORCE MAINS, INCLUDING FITTINGS, SHALL BE GREEN PVC AWWA C-900, OR C-905, UNLESS SPECIFICALLY NOTED OTHERWISE. PRESSURE FITTINGS SHALL BE PRESSURE CLASS 150 OR C-907.
2. HDPE SANITARY SEWER FORCE MAINS SHALL BE SDR11 (OR THICKER) UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC TO WHICH IT IS ATTACHED. PRESSURE FITTINGS SHALL BE PRESSURE CLASS 150 OR C-907.
3. ALL SANITARY SEWER FORCE MAINS SHALL USE A THRUST RESTRAINT JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION GUIDELINES MODIFIED TO ACCOMMODATE PVC PIPE BY FOLLOWING THE RECOMMENDED INCREASE IN RESTRAINT LENGTH CORRESPONDING TO THE INSTALLATION OF POLYETHYLENE WRAP. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
4. ALL IN-LINE SANITARY SEWER FORCE MAIN VALVES SHALL BE AWWA C-509 OR C-515 COMPLIANT RESILIENT SEAT VALVES FEATURING AN EPOXY LINED DUCTILE IRON BODY.
5. FORCE MAIN SYSTEMS SHALL BE PRESSURE TESTED AT 100 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS.
6. FORCE MAINS SHALL BE FLUSHED, PRESSURE TESTED, PIGGED AND CLEARED FOR SERVICE 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 OR WASTEWATER TREATMENT PLANT (AS APPROPRIATE) AT LEAST 48 HOURS PRIOR TO BEGINNING A FULL-DIAMETER FLUSH OF THE MAINS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING (SUBJECT TO AVAILABILITY).
7. THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL FORCE MAINS AND PRIMARY TRANSMISSION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PORT ORANGE REPRESENTATIVE.

GRAVITY SANITARY SEWER:

1. ALL GRAVITY SANITARY SEWER LINES IN PUBLIC RIGHTS-OF-WAY SHALL BE GREEN PVC SDR26, ASTM D-3034. SEWER LINES CONSTRUCTED OUTSIDE OF PUBLIC RIGHTS-OF-WAY, WITHIN SIDE YARDS, BACKYARDS, AND OTHER POORLY ACCESSIBLE AREAS SHALL BE CONSTRUCTED OF GREEN AWWA C-900 PVC SDR25. USE OF PLASTIC STYRENE FITTINGS SHALL NOT BE ALLOWED.
2. IN PLACES WHERE A MINIMUM COVER OF 36" CANNOT BE MAINTAINED, AWWA C-900 GREEN PVC SDR25 OR CONCRETE ENCASEMENT SHALL BE USED. WATER LINES, RECLAIMED LINES, AND STORM DRAINAGE CROSSINGS SHALL ALSO FOLLOW THE CONCRETE ENCASEMENT REQUIREMENT PER THESE STANDARDS AND AS PER REGULATORY REQUIREMENTS.
3. GRAVITY SANITARY SEWER PIPE SIZES SHALL BE:
 - MAINS - 8" DIAMETER MINIMUM
 - COMMERCIAL SERVICE LATERALS WITH MULTIPLE CONNECTIONS - 6" DIAMETER MINIMUM
 - SINGLE FAMILY RESIDENTIAL SERVICE LATERALS - 4" DIAMETER
 - MULTI-FAMILY RESIDENTIAL SERVICE LATERALS - 6" DIAMETER MINIMUM



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4. SINGLE FAMILY RESIDENTIAL SERVICE LATERALS SHALL BE CONSTRUCTED AT EACH LOT OR UNIT AND LOCATED ON THE DOWNSTREAM SIDE OF THE LOT CENTER LINE. THESE SERVICES SHALL BE EXTENDED 48" ABOVE GROUND AT THE PROPERTY LINE WITH A PVC RISER AND PLUG BEING EASILY VISIBLE FROM THE ROAD. RUBBER SEAL FITTINGS SHALL BE USED ON ALL LINES. NO GLUED JOINTS ARE PERMITTED ON LATERALS.
5. GRAVITY SANITARY SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT UNLESS ANOTHER METHOD IS PREVIOUSLY APPROVED BY THE CITY.
6. MINIMUM GRAVITY SANITARY SEWER SLOPES ARE AS FOLLOWS:
 - 8" PIPE - 0.40 %
 - 10" PIPE - 0.30 %
 - 12" PIPE - 0.22 %
7. GRAVITY SANITARY SEWER LINES SHALL BE INSTALLED WHENEVER POSSIBLE UNDER PAVED AREAS WITHIN PUBLIC RIGHTS-OF-WAY. UTILITY EASEMENTS SHALL BE PROVIDED WHENEVER PUBLICLY-OWNED SEWER LINES ARE CONSTRUCTED OUTSIDE OF A PUBLIC RIGHT-OF-WAY.
8. AS A GENERAL RULE, THE NUMBER OF JOINTS SHALL BE LIMITED WHENEVER POSSIBLE. IN SPECIAL CASES WHERE A POINT REPAIR TO AN 8" TO 12" PVC SEWER MAIN IS REQUIRED, THE PROPER RIGID WRAP AROUND SLEEVE SUCH AS A JCM-210 OVERSIZED DUCTILE IRON COUPLING OR AN APPROVED EQUAL MAY BE ALLOWED BY SPECIAL APPROVAL BY THE CITY.
9. SEWER MAINS SHALL BE FLUSHED, PRESSURE TESTED, PIGGED AND CLEARED FOR SERVICE 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 OR WASTEWATER TREATMENT PLANT (AS APPROPRIATE) AT LEAST 48 HOURS PRIOR TO BEGINNING A FULL-DIAMETER FLUSH OF THE MAINS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING (SUBJECT TO AVAILABILITY).
10. THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL MAINS AND PRIMARY TRANSMISSION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PORT ORANGE REPRESENTATIVE.

SANITARY MANHOLES:

1. STANDARD MANHOLES SHALL BE LOCATED AT INTERVALS NOT EXCEEDING 350'. SHOP DRAWINGS FOR ALL STRUCTURES SHALL BE SUBMITTED TO AND APPROVED BY THE DESIGN ENGINEER PRIOR TO INSTALLATION WITH TWO COPIES FORWARDED BY THE DESIGN ENGINEER TO THE CITY.
2. MAXIMUM DEPTH OF SANITARY MANHOLES SHALL BE 15'.
3. LOCAL COLLECTION SANITARY SEWER MANHOLES SHALL BE PRECAST WITH A MINIMUM INSIDE DIAMETER OF 48".
4. THICKER MANHOLE WALLS AND BASES MAY BE REQUIRED TO PREVENT FLOATATION BASED ON HIGH GROUND WATER TABLE ELEVATIONS AS DETERMINED USING ACCEPTED ENGINEERING PRACTICES AND/OR PUBLIC UTILITIES DEPARTMENT.
5. ALL SANITARY SEWER MANHOLES SHALL HAVE ALL INTERIOR SURFACES COATED WITH THREE (3) COATS OF WHITE/GRAY OVER RED OVER BLACK EW-1 EPOXY PAINT WITH A TOTAL OF 12 MILS THICKNESS OR BLACK COAL-TAR EPOXY WITH A TOTAL OF 16 MILS THICKNESS. OUTSIDE SURFACE TO BE COATED WITH TWO (2) COATS OF BLACK OVER BLACK EW-1 EPOXY PAINT WITH A TOTAL OF 8 MILS AND ONE (1) COAT OF BLACK COAL-TAR EPOXY WITH A TOTAL OF 8 MILS. ALL COATS SHALL BE APPLIED AT THE FACTORY EXCEPT MINOR FIELD TOUCH UP AT JOINTS AND AT MANHOLE NECK.
6. ALL MANHOLES CONSTRUCTED IN SIDE YARDS, BACKYARDS, AND EASEMENTS OUTSIDE OF THE RIGHT-OF-WAY SHALL BE OUTFITTED WITH FIBERGLASS OR EPOXY LINERS IN COMPLIANCE WITH ASTM-3753 OR OTHER TYPES OF LINERS APPROVED BY THE CITY. IN ADDITION, THE CITY MAY REQUIRE LINERS TO BE INSTALLED IN OTHER AREAS WHERE THE PUBLIC UTILITIES DEPARTMENT BELIEVES THE NEED IS JUSTIFIED SUCH AS IMMEDIATELY UPSTREAM OF FORCE MAINS CONNECTING TO GRAVITY MAINS.



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7. MANHOLE RIMS SHALL MATCH FLUSH WITH THE FINISH GRADE ELEVATION IN PAVED AREAS AND A MINIMUM OF 0.2' AND MAXIMUM OF 0.5' ABOVE GRADE ELEVATION IN UNPAVED AREAS.
8. ALL SANITARY SEWER MANHOLE COVERS SHALL HAVE THE WORDS "PORT ORANGE FLORIDA SANITARY SEWER" CAST INTO THEM.
9. THE CONTRACTOR SHALL CONSTRUCT SANITARY SEWER MANHOLES IN SUCH A WAY THAT SEWER LINES DO NOT INTERSECT SEALED JOINTS BETWEEN SECTIONS OF THE MANHOLE.
10. NO BUG HOLES OR HONEYCOMB WILL BE ACCEPTED.
11. INDIVIDUAL SANITARY SERVICE ON NEW CONSTRUCTION SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES. THE SERVICE CONNECTION WILL BE BY USE OF WYE CONNECTIONS, UNLESS OTHERWISE APPROVED BY THE CITY.
12. RUBBER BOOTS WITH 316 STAINLESS STEEL BANDS SHALL BE UTILIZED IN THE CONNECTION OF THE SEWER MAIN TO THE MANHOLES. COMPLETELY COVER RUBBER BOOTS AT OUTSIDE CONNECTION AND SEAL INSIDE PROTRUSION WITH HYDRAULIC CEMENT.
13. EZ-WRAP PLASTIC, AS MANUFACTURED BY PRESS SEAL GASKET CORPORATION, SHALL BE USED ON THE OUTSIDE OF ALL MANHOLE AND WET WELL JOINTS. APPLY ONE LAYER OF 9" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS.

TESTING:

1. ALL TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CONTRACTOR / DEVELOPER. THE CONTRACTOR SHALL EMPLOY AN INDEPENDENT TESTING LABORATORY AT HIS OWN EXPENSE.
2. TO ENSURE THAT COMPACTION OF ALL FILL MATERIAL IS COMPLETED PROPERLY, TESTS SHALL BE DONE 12" ABOVE THE PIPE AND THEN AT 12" VERTICAL INTERVALS UNTIL FINAL GRADE IS REACHED.
3. ALL TRENCHES SHALL BE BACKFILLED WITH ACCEPTABLE MATERIAL AND COMPACTED TO MINIMUM 95% IN UNPAVED AREAS AND 98% IN PAVED AREAS OF THE MAXIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
4. TEST RESULTS SHALL BE SUBMITTED TO THE CITY AT A MINIMUM FREQUENCY OF ONE SET OF TESTS BETWEEN EACH MANHOLE AND ONE ADDITIONAL SET OF TESTS AT EVERY MANHOLE. IDENTIFICATION OF TEST LOCATIONS SHALL BE CLEARLY INDICATED ON TEST REPORTS. TEST RESULTS SHALL BE FORWARDED PROMPTLY TO THE CITY'S DESIGNATED SITE INSPECTOR.

CLOSE-OUT:

1. ALL SEWER MAINS, PRIOR TO FINAL ACCEPTANCE BY THE CITY AND PRIOR TO ANY FINAL PAVING OPERATIONS, SHALL BE TELEVISED AND SUBMITTED TO THE CITY USING A "PAN AND TILT CAMERA" WITH DEPTH GAUGE IN FRONT OF THE CAMERA BY A CITY APPROVED CONTRACTOR. THE CAMERA SHALL RUN FROM DOWN STREAM MANHOLE TO UP STREAM MANHOLE. CITY INSPECTOR SHALL BE NOTIFIED IN ADVANCE AND BE PRESENT DURING THE TELEVISIONING OF THE SEWER SYSTEM. THE VIDEO SHALL BE NON-STOP WITH AUDIO DESCRIBING WHAT IS BEING REVIEWED. WRITTEN VIDEO LOGS DESCRIBING THE CONDITION OF THE LINES SHALL ACCOMPANY THE VIDEO SUBMISSION TO THE CITY 48 HOURS PRIOR TO COMMENCING ANY INSTALLATION OF ASPHALT OR CONCRETE PAVEMENT. THE CITY MAY REQUIRE ADDITIONAL VIDEO TAPING, VIDEO TAPING OF LATERALS, AND/OR INFILTRATION/EXFILTRATION TESTS IF DEFECTS ARE APPARENT OR WORKMANSHIP IS QUESTIONABLE.
2. 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 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AS-BUILTS ARE PROVIDED TO THE CITY PRIOR TO ANY USE OF THE SYSTEM.



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THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 SHALL BE GIVEN A MINIMUM OF 48 HOURS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY SANITARY SEWER CONSTRUCTION.

CONSTRUCTION:

1. ALL WORK PERFORMED ON SANITARY SEWER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY AN UNDERGROUND UTILITY CONTRACTOR, OR FLORIDA LICENSED GENERAL CONTRACTOR REGISTERED WITH THE CITY.
2. THE PLANS SHALL DIMENSION THE LOCATION, OF ALL MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT, IF NO CURBING EXISTS. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PROPOSED AND EXISTING PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE.
3. PROFILE VIEWS SHALL BE PROVIDED FOR ALL SEWER MAINS. PROFILE VIEWS SHALL BE ON THE SAME SHEET AS THE ASSOCIATED PLAN VIEW AND SHALL INCLUDE THE FOLLOWING INFORMATION:
 - A. SIZE, SLOPE, LENGTH AND CLASS OF PIPE
 - B. MANHOLE RIM AND INVERT ELEVATIONS
 - C. UTILITY CROSSINGS WITH VERTICAL SEPARATION
 - D. SHOW PROPOSED SEWER AND EXISTING UTILITY
 - E. EXISTING GROUND PROFILE
 - F. MATCH LINE
 - G. VICINITY MAP
 - H. PROFILE VIEW STATIONS TO COINCIDE WITH PLAN VIEW STATIONS
4. GREASE INTERCEPTORS ARE REQUIRED FOR ALL COMMERCIAL BUILDINGS HAVING KITCHEN, FOOD PREPARATION OR SERVING FACILITIES AND / OR MISCELLANEOUS USES. GREASE INTERCEPTORS CONSTRUCTED EXTERNAL TO BUILDINGS SHALL BE SIZED IN ACCORDANCE WITH FAC 64-E-6. CALCULATIONS TO DETERMINE SIZING REQUIREMENTS SHALL BE SUBMITTED AS PART OF BUILDING PERMITTING. AN INSPECTION MANHOLE MAY BE REQUIRED IMMEDIATELY DOWN STREAM OF THE GREASE INTERCEPTOR FOR INSPECTION PURPOSES, AS DEEMED APPROPRIATE BY THE CITY.
5. ON ALL EXCAVATION AND BACKFILLING, THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING IN ACCORDANCE TO OSHA GUIDELINE IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY, THE DESIGN ENGINEER, AND THE DEVELOPER.
6. ALL PVC. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR DEFORMATION. ANY PIPE DEEMED TO BE MISSHAPED IN ANY WAY FOR ANY REASON SHALL BE REJECTED.
7. 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 SERVICE AREA.
8. THE CONTRACTOR SHALL AT ALL TIMES, DURING PIPE LAYING OPERATIONS DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.
9. ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES IS NOT ACCEPTABLE. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY. MORTAR TO CONTAIN "HYDRATITE" OR APPROVED EQUAL, TO PREVENT SHRINKAGE. CEMENT USED IN CONCRETE MIX FOR PRECAST STRUCTURES SHALL BE TYPE II, ACID RESISTANT AND SULFIDE RESISTANT CONCRETE.
10. MORTAR TO CONTAIN "HYDRATITE" OR APPROVED EQUAL, TO PREVENT SHRINKAGE. CEMENT USED IN CONCRETE MIX FOR PRECAST STRUCTURES SHALL BE TYPE II, ACID RESISTANT AND SULFIDE RESISTANT CONCRETE.



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PRIVATE ENTITY RESPONSIBLE. THE ENCLOSURE SHALL BE INSTALLED WITH A MINIMUM OF 24" CLEARANCE FROM ALL ELECTRICAL / MECHANICAL EQUIPMENT.

18. ALL GROUND SURROUNDING THE LIFT STATION MUST BE GRADED IN #57 STONE. FINAL ACCEPTANCE OF THE LIFT STATION WILL NOT BE GIVEN UNTIL EFFECTIVE EROSION AND POSITIVE DRAINAGE CONTROL HAVE BEEN PROVIDED
19. LIFT STATION INSPECTIONS SHALL BE SCHEDULED AND COORDINATED THROUGH THE CITY'S SITE INSPECTOR 48 HOURS IN ADVANCE. IF DETERMINED BY THE CITY'S INSPECTOR THAT ALL WORK IS COMPLETE AND READY, THE CONTRACTOR MAY SCHEDULE THE STATION START-UP.
20. THE CONTRACTOR WILL NOTIFY, AT A MINIMUM, THE CITY UTILITIES ENGINEER, ENGINEER OF RECORD, POWER COMPANY, DATA FLOW, AND PUMP SUPPLIER OF THE OFFICIAL START-UP DATE AND TIME.
21. LIFT STATION START-UP AND ACCEPTANCE PROCEDURES:
 - BEFORE FINAL APPROVAL OR ACCEPTANCE OF ANY PUMP STATION BY THE CITY, THE CONTRACTOR SHALL PERFORM A STATION START-UP TEST IN THE PRESENCE OF CITY'S REPRESENTATIVE AND/OR INSPECTOR TO DEMONSTRATE SATISFACTORY PERFORMANCE OF ALL EQUIPMENT AND APPURTENANCES AND THAT THE STATION IS CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS AND STANDARD CONSTRUCTION DETAILS.
 - REPRESENTATIVES FROM THE PUMPING EQUIPMENT MANUFACTURER, DATA FLOW TELEMETRY, AND ELECTRICAL CONTRACTOR SHALL BE PRESENT AT THE PUMP STATION START-UP TEST.
 - CONTRACTOR OR ENGINEER OF RECORD SHALL PROVIDE A FORMAL TEST PROCEDURE AND FORMS FOR RECORDING DATA FOR THE START-UP TEST.
 - THE RECORDED FIELD DATA SHALL BE SUBMITTED TO THE PUBLIC UTILITIES DEPARTMENT BY THE ENGINEER OF RECORD ALONG WITH A LIST OF ALL PUNCH LIST ITEMS OUTSTANDING.
 - IN THE EVENT THAT THE STATION OR ANY OF IT'S ASSOCIATED COMPONENTS ARE DETERMINED TO BE DEFICIENT, THE CITY RESERVES THE RIGHT TO REQUIRE A COMPLETE NEW START-UP WITH ALL PARTIES NOTED ABOVE PRESENT.
 - THE ENGINEER OF RECORD SHALL PROVIDE THREE (3) PAPER COPIES, ONE (1) PDF FILE AND ONE (1) DWG FILE OF THE STATION AS-BUILTS AND OPERATION AND MAINTENANCE MANUAL TO THE PUBLIC UTILITIES DEPARTMENT PRIOR TO FINAL ACCEPTANCE OF THE LIFT STATION.
 - LIFT STATIONS SHALL ONLY BE CONSIDERED AS ACCEPTED BY THE CITY UPON WRITTEN CONFIRMATION BY THE PUBLIC UTILITIES DEPARTMENT TO THE ENGINEER OF RECORD.



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1. LIFT STATION MINIMUM COMPONENTS: WET WELL, DUPLEX SUBMERSIBLE OR SURFACE MOUNTED OR RECESSED MOUNTED PUMPS, EMERGENCY PUMP OUT AND VALVE BOX, METER AND BOX, ISOLATION VALVE AND BOX, POWER AND CONTROL PANELS, WATER SERVICE, AND TELEMTRY.
2. WET WELL DIMENSIONS/REQUIREMENTS:
 - DIAMETER = 6' MINIMUM
 - DEPTH = 20' MAXIMUM
 - WALL THICKNESS = 8" MINIMUM (CONCRETE)
 - LOWEST INVERT TO WET WELL BOTTOM SEPARATION = 3'-6"
 - TOP = 12" MINIMUM ABOVE FINISHED/SURROUNDING GRADE/NO LOWER THAN THE 100-YEAR BASE FLOOD ELEVATION
3. WET WELL SECTIONS SHALL BE JOINED USING "RAMNECK" JOINT MATERIAL AND SHALL BE FREE FROM SEEPAGE PRIOR TO ACCEPTANCE. PROVIDE "EZ-WRAP" BUTYL ADHESIVE TAPE PER MANUFACTURER'S RECOMMENDATIONS AT EACH WETWELL SECTION EXTERIOR JOINT CIRCUMFERENCE.
4. WET WELL CONSTRUCTION SHALL BE REINFORCED CONCRETE IN ACCORDANCE WITH A.S.T.M. C-76, 4,000 PSI AT 28 DAYS. ALTERNATE CONSTRUCTION SHALL BE PRECAST MONOLITHIC WITH BASE SLAB IN ACCORDANCE WITH ASTM C-478.
5. LIFT STATION AND THE LAST MANHOLE CONNECTING TO THE WET WELL SHALL BE FIBERGLASS LINED, AGRU SURE GRIP 13MM STUD HEIGHT, PE YELLOW, 3.0 MIN THICKNESS, OR OTHER MATERIAL AS APPROVED BY THE CITY OF PORT ORANGE.
6. PIPE AND FITTINGS IN WET WELLS TO BE ASSEMBLED USING 316 STAINLESS STEEL BOLTS AND NUTS ONLY. SUCTION PUMP LINE FITTINGS SHALL BE FLANGED JOINT.
7. ALL DISCHARGE FITTINGS TO BE PVC RESTRAINED JOINT.
8. ALL SEWER LINES ENTERING AND EXITING MANHOLES SHALL BE SEALED UTILIZING RUBBER BOOTS WITH 316 STAINLESS STEEL STRAPS AND COVERED WITH HYDRAULIC CEMENT OR OTHER CITY APPROVED INFILTRATION LIMITING METHODS.
9. 4" PVC CONDUIT FOR FLOAT WIRES SHALL BE INSTALLED FOR ALL OFFSET LIFT STATIONS.
10. NO SPLICES OR JUNCTION BOXES ARE ALLOWED FOR BALL FLOAT CORD INSTALLATION.
11. ELECTRICAL PERMIT TO BE OBTAINED FROM CITY OF PORT ORANGE (OR APPROPRIATE JURISDICTION) PRIOR TO BEGINNING WORK ON ANY ELECTRICAL WIRING, EQUIPMENT, ETC. ALL ELECTRICAL WIRING TO COMPLY WITH NATIONAL ELECTRICAL CODE.
12. EMERGENCY ELECTRICAL RECEPTACLE REQUIRED TO BE INSTALLED ON ELECTRICAL EQUIPMENT RACK.
13. EMERGENCY "HIGH LEVEL" WET WELL SOLID ALARM LIGHT REQUIRED. NO HORN OR AUDIBLE ALARM REQUIRED.
14. LINKABLE FUSED ELECTRICAL DISCONNECT REQUIRED.
15. ALL LIFT STATION WIRING SHALL BE STANDARD COPPER. THREE PHASE POWER AND MOTORS REQUIRED.
16. DEVELOPER/CONTRACTOR TO PAY ALL INITIAL ELECTRICAL CONNECTION CHARGES, ETC. ON THE DAY OF FINAL ACCEPTANCE BY THE CITY, ALL FUTURE MONTHLY ELECTRICAL BILLS TO BE TAKEN OVER BY THE CITY OF PORT ORANGE PUBLIC UTILITIES DEPT. PLEASE CONTACT THE PUBLIC UTILITIES DEPARTMENT AT (386) 506-5750 TO TRANSFER POWER BILL OVER TO THE CITY.
17. LIFT STATION ENCLOSURE SHALL BE 6' HIGH BLACK PLASTIC COATED CHAIN LINK FENCE, WOODEN SHADOW BOX FENCE, OR MASONRY WALL, AS APPROVED BY THE CITY OF PORT ORANGE COMMUNITY DEVELOPMENT DEPARTMENT. THE MASONRY WALL SHALL BE IN COMPLIANCE WITH THE ARCHITECTURAL AND LANDSCAPE REQUIREMENTS OF THE LDC. ANY SPECIAL FENCING APPROVED AND INSTALLED SHALL BE MAINTAINED BY THE



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AIR RELEASE VALVES

MANUFACTURER	MODEL #
ARI	D-025P (Plastic)

GATE VALVES AND TAPPING VALVES – RESILIENT SEATED (AWWA C509 AND C515) 24" OR SMALLER

MANUFACTURER	SERIES OR MODEL #
American AVK Co.	3, 18, 25, 45, 55, & 66
Clow	2638 and 2639
Mueller	A-2360, A-2361, T-2360, T-2361
American Flow Control	2500

JOINTS RESTRAINED – PVC ONLY

MANUFACTURER	MODEL #
EBBA Iron Inc	Series 1500/1600/2000/2500/2800
Star Pipe	Stargrip Series 1000/1100/1200/4000
Sigma	One-Lock SLC, PV-Lok for PVC
Smith-Blair	Cam-Lock (111 & 120), Bell-Lock (115 & 165)

FORCE MAIN FITTINGS – PVC AND DIP CLASS 350 (WITH PROTECTO 401 CERAMIC EPOXY), C-900, C-905 OR C-907

MANUFACTURER	Harco, Multi-Fittings, Plastic Trends, Head, Tyler/Union
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MANHOLE AND LIFT STATION WET WELL REHABILITATION LINER

MANUFACTURER	Raven 405, ½" minimum thick fiberglass liner (cylinder)
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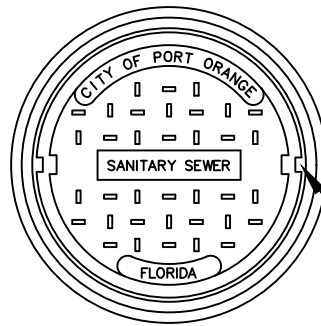
STANDARD CONSTRUCTION DETAIL SANITARY SEWER AND FORCE MAIN APPROVED PRODUCTS

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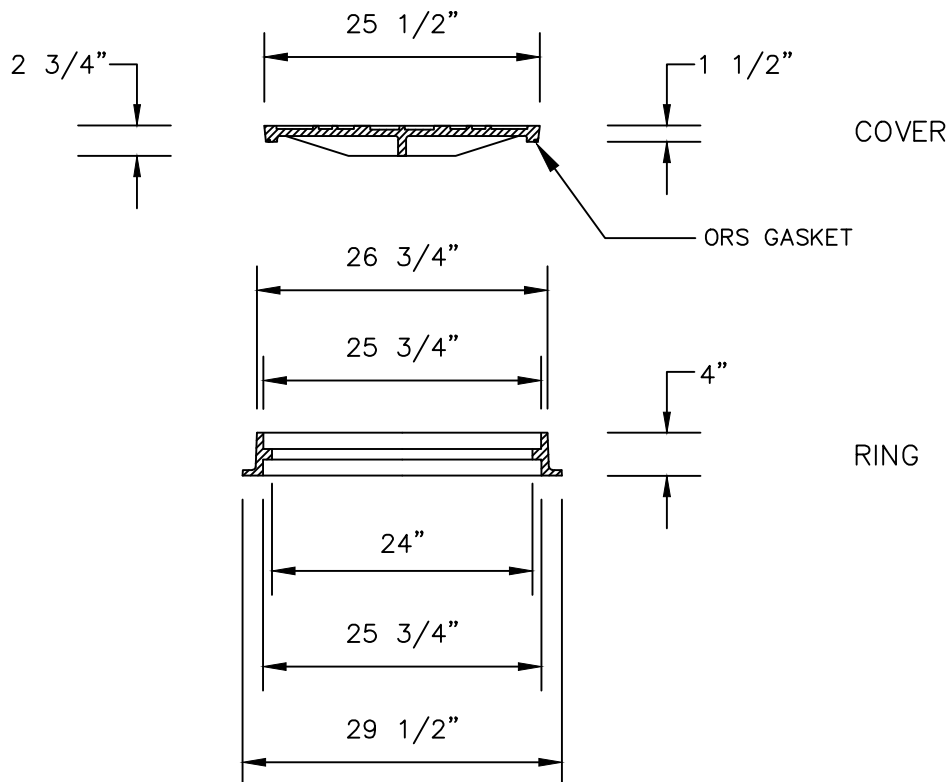
FILE NAME
S3.DOC

DETAIL REF:

S-3



NON-PENETRATING
PICKHOLES



NOTES:

1. COVER – 125 LBS.
2. RING – 90 LBS.
3. MATERIAL: ASTM-A48 GRAY IRON CLASS 35B
4. BL COVER AND USF 117 BASE BY US FOUNDRY & MFG. CORP., OR EQUAL
5. GREASE INTERCEPTOR COVERS TO BE MARKED WITH "GREASE" INSTEAD OF "SANITARY SEWER"



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER MANHOLE SINGLE COVER

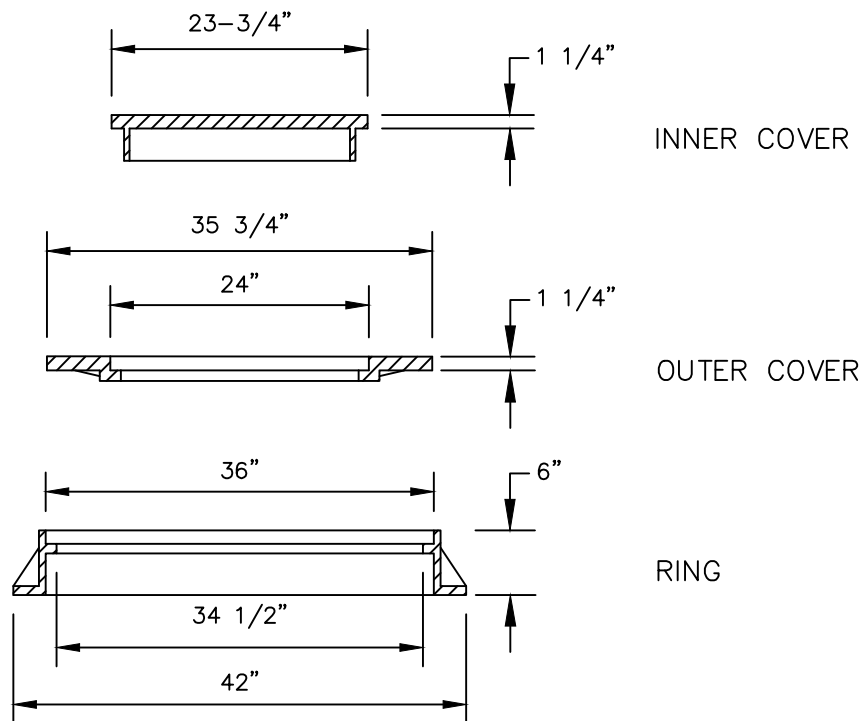
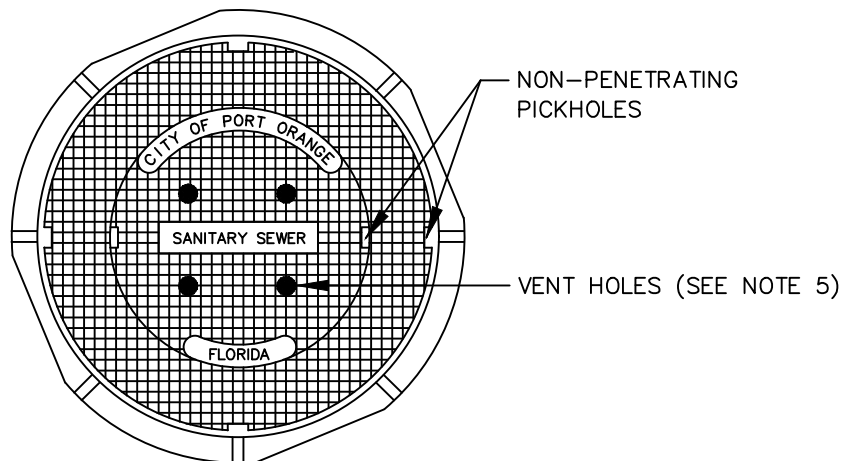
REV. 12/18

FILE NAME:

S4.DWG

DETAIL REF:

S-4



NOTES:

1. OUTER COVER - 220 LBS.
2. INNER COVER - 200 LBS.
3. RING - 220 LBS.
4. MATERIAL: ASTM-A48 GRAY IRON CLASS 35B
5. U.S. FOUNDRY 667-CR RING; OUTER COVER (CR), INNER COVER (BJ), WITH 4 TO 6 1" VENT HOLES AT AIR RELEASE VALVE PIT APPLICATION.



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER MANHOLE DOUBLE COVER

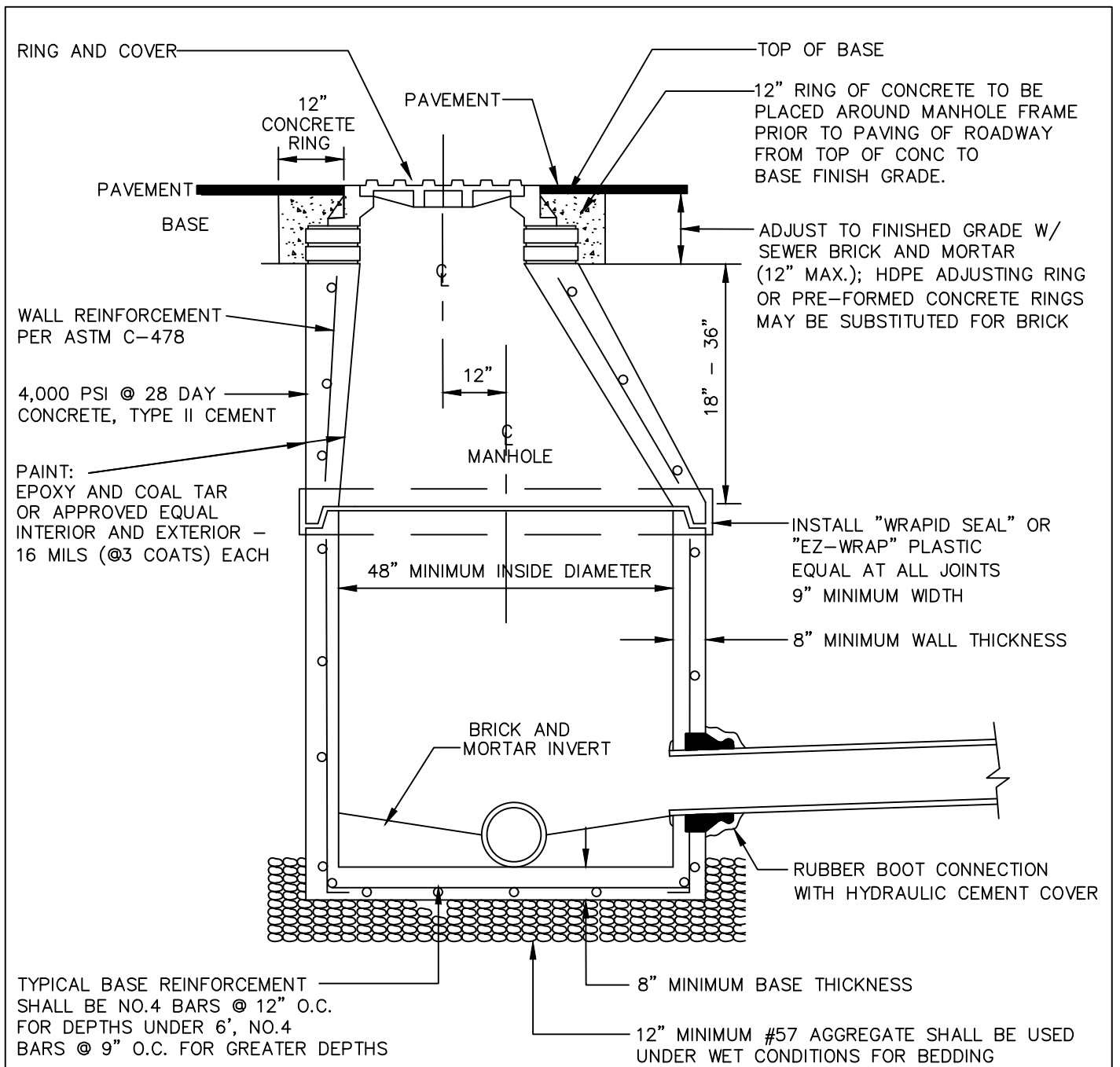
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FILE NAME:

S5.DWG

DETAIL REF:

S-5



NOTES:

1. ON TRANSITIONS BETWEEN LARGER AND SMALLER DIAMETER SEWER COLLECTORS, THE TOP OF THE INSIDE OF THE TWO SEWER PIPES SHALL BE MATCHED.
2. NON-PENETRATING PICK-HOLES IN ALL CONCRETE SECTIONS.
3. USE FARBERTITE BITUMASTIC SEALER BETWEEN SECTIONS OF MANHOLES.
4. MAXIMUM DEPTH NOT TO EXCEED 15' MEASURED FROM MANHOLE TOP TO INSIDE BOTTOM.
5. 0.1' PIPE ELEVATION DROP ACROSS MANHOLE.



STANDARD CONSTRUCTION DETAIL SANITARY SEWER STANDARD MANHOLE

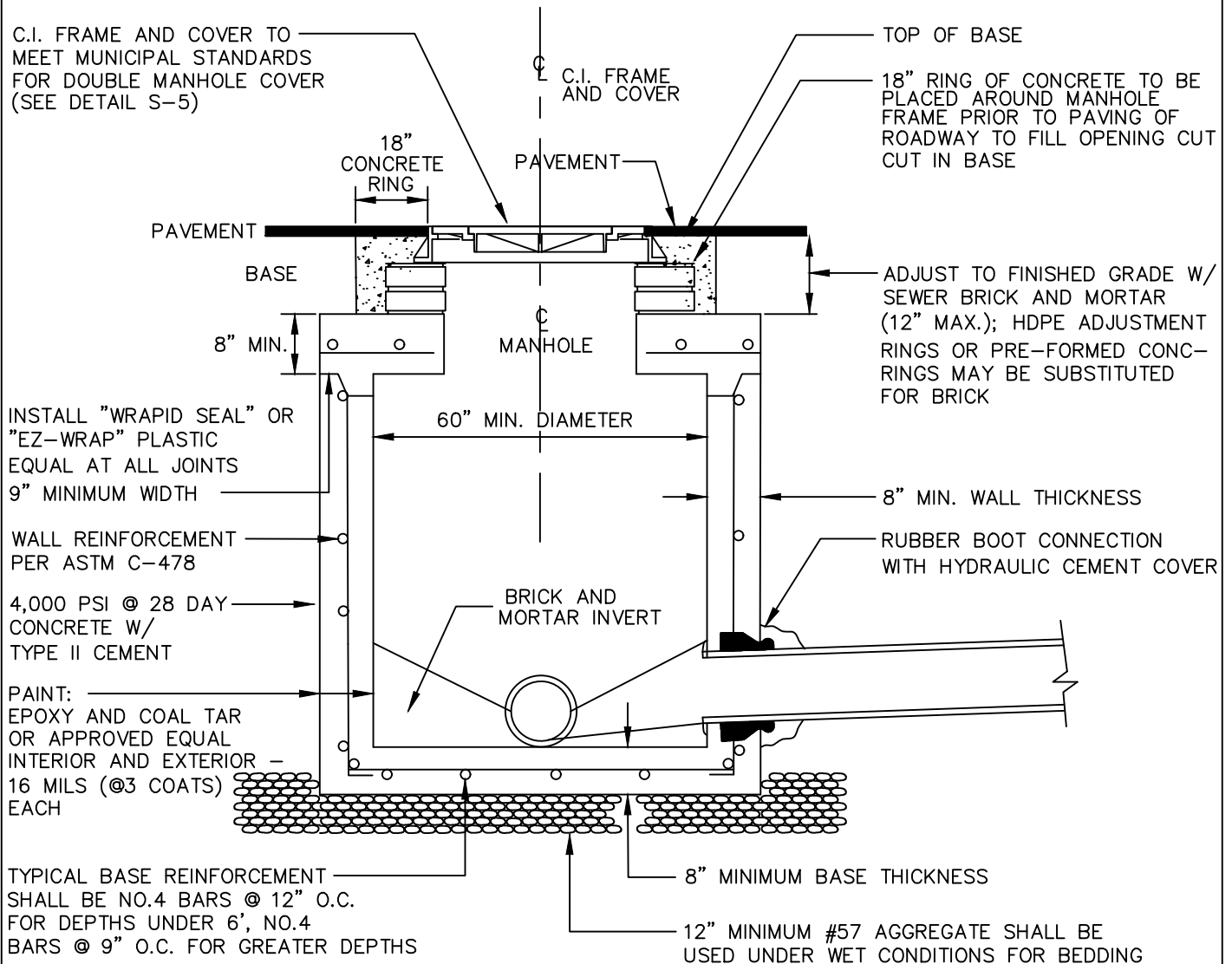
REV. 12/18

FILE NAME:

S6.DWG

DETAIL REF:

S-6



NOTES:

1. INSTALL EZ-WRAP PLASTIC OR EQUAL AT ALL JOINTS, 9" MINIMUM WIDTH.
2. NON-PENETRATING PICK-HOLES IN ALL CONCRETE SECTIONS.
3. USE FARBERTITE BITUMASTIC SEALER BETWEEN SECTIONS OF MANHOLE.
4. 0.1' PIPE ELEVATION DROP ACROSS MANHOLE.



STANDARD CONSTRUCTION DETAIL
SANITARY SDEWER SHALLOW MANHOLE
(DEPTH 60" OR LESS)

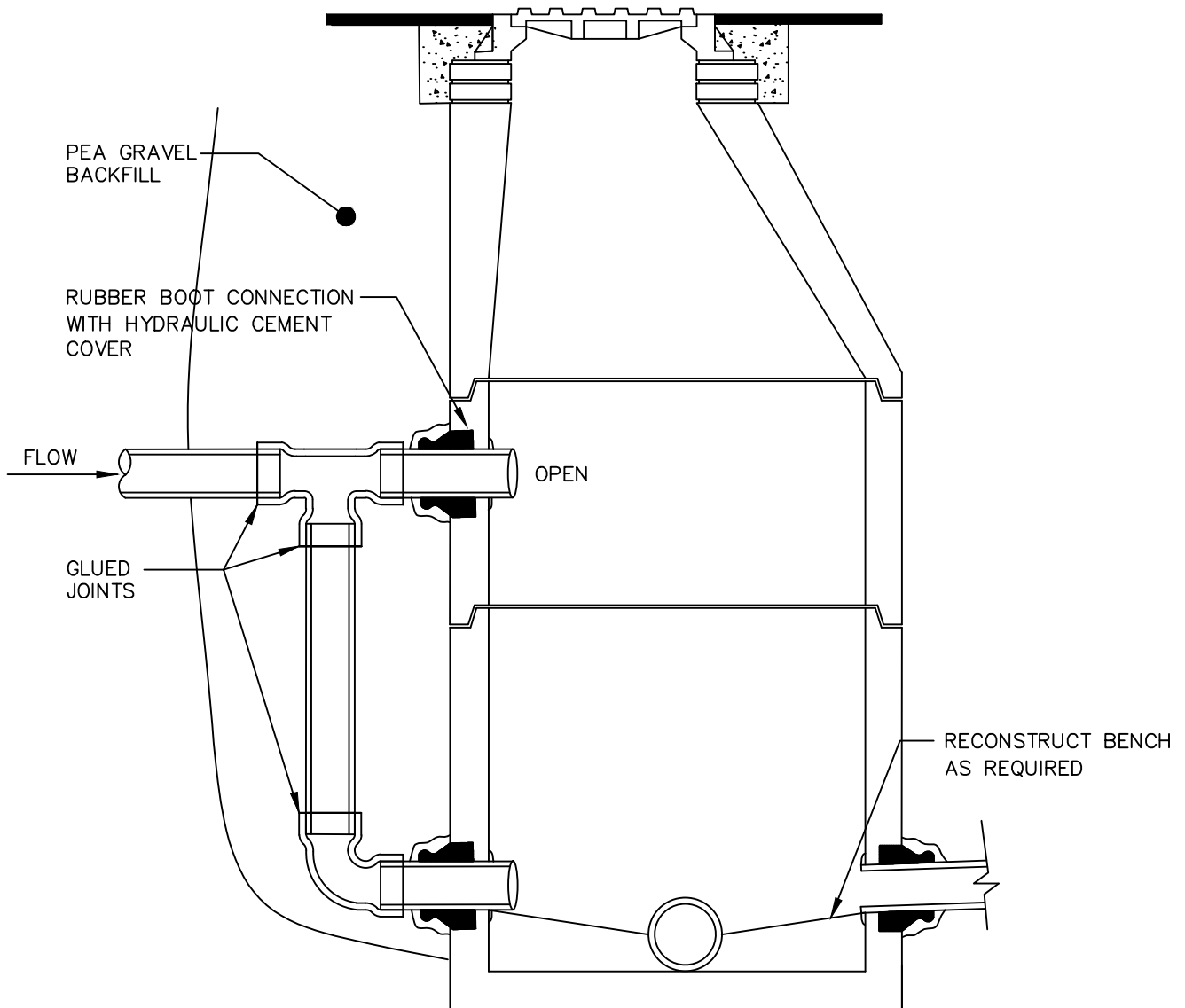
REV. 12/18

FILE NAME:

S7.DWG

DETAIL REF:

S-7



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER OUTSIDE DROP MANHOLE –
RETROFIT

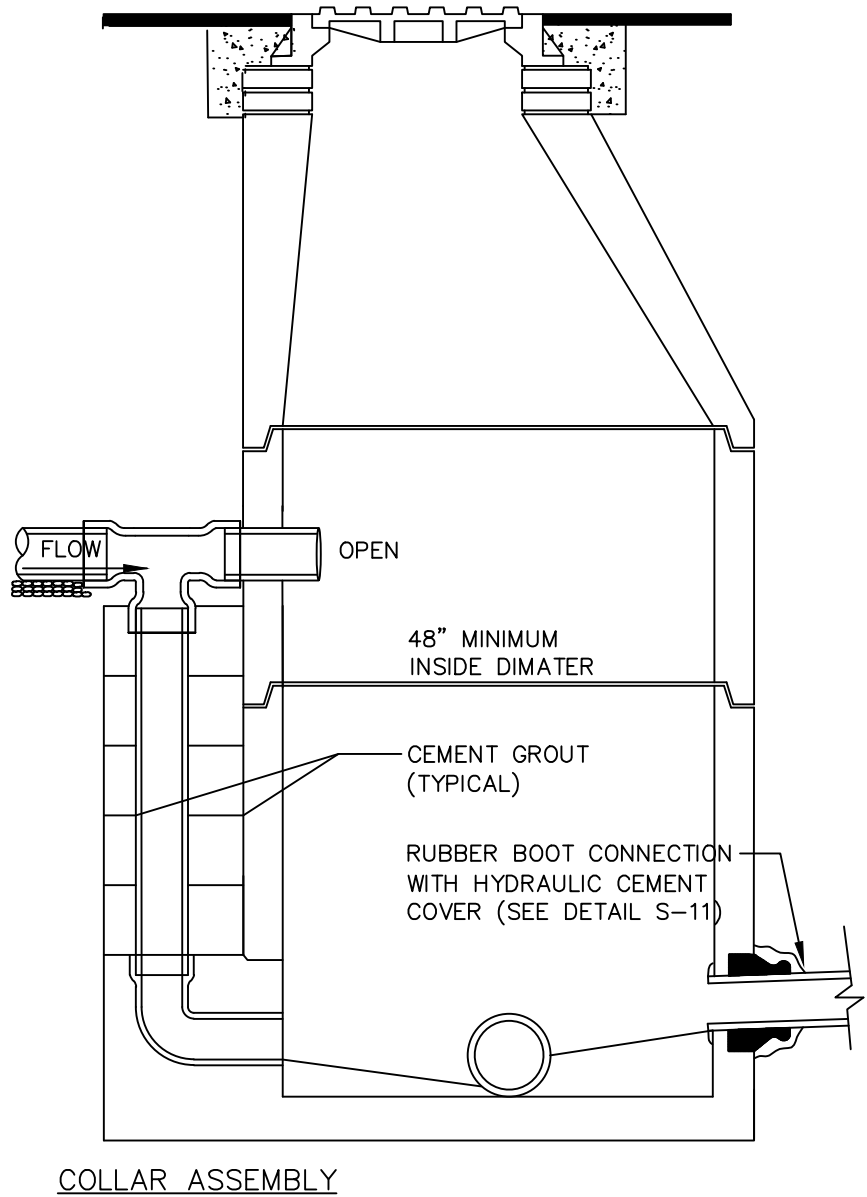
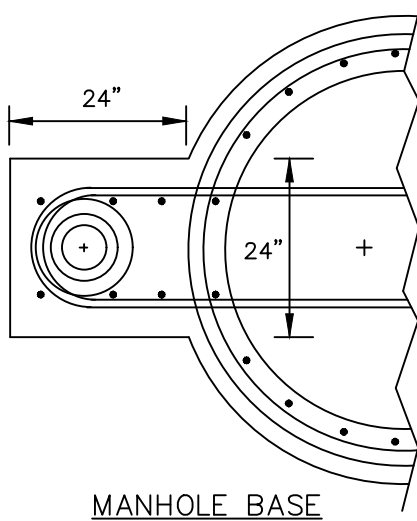
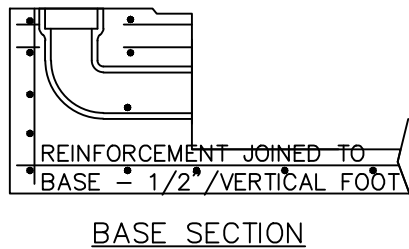
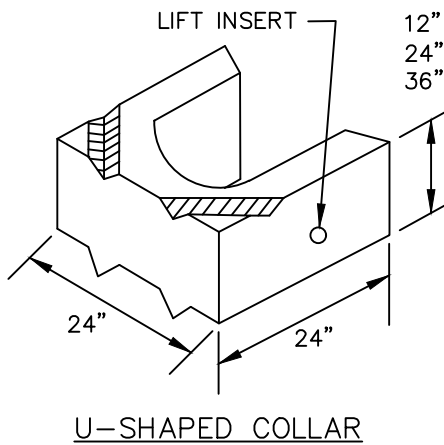
REV. 12/18

FILE NAME:

S8.DWG

DETAIL REF:

S-8.1



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER OUTSIDE DROP MANHOLE

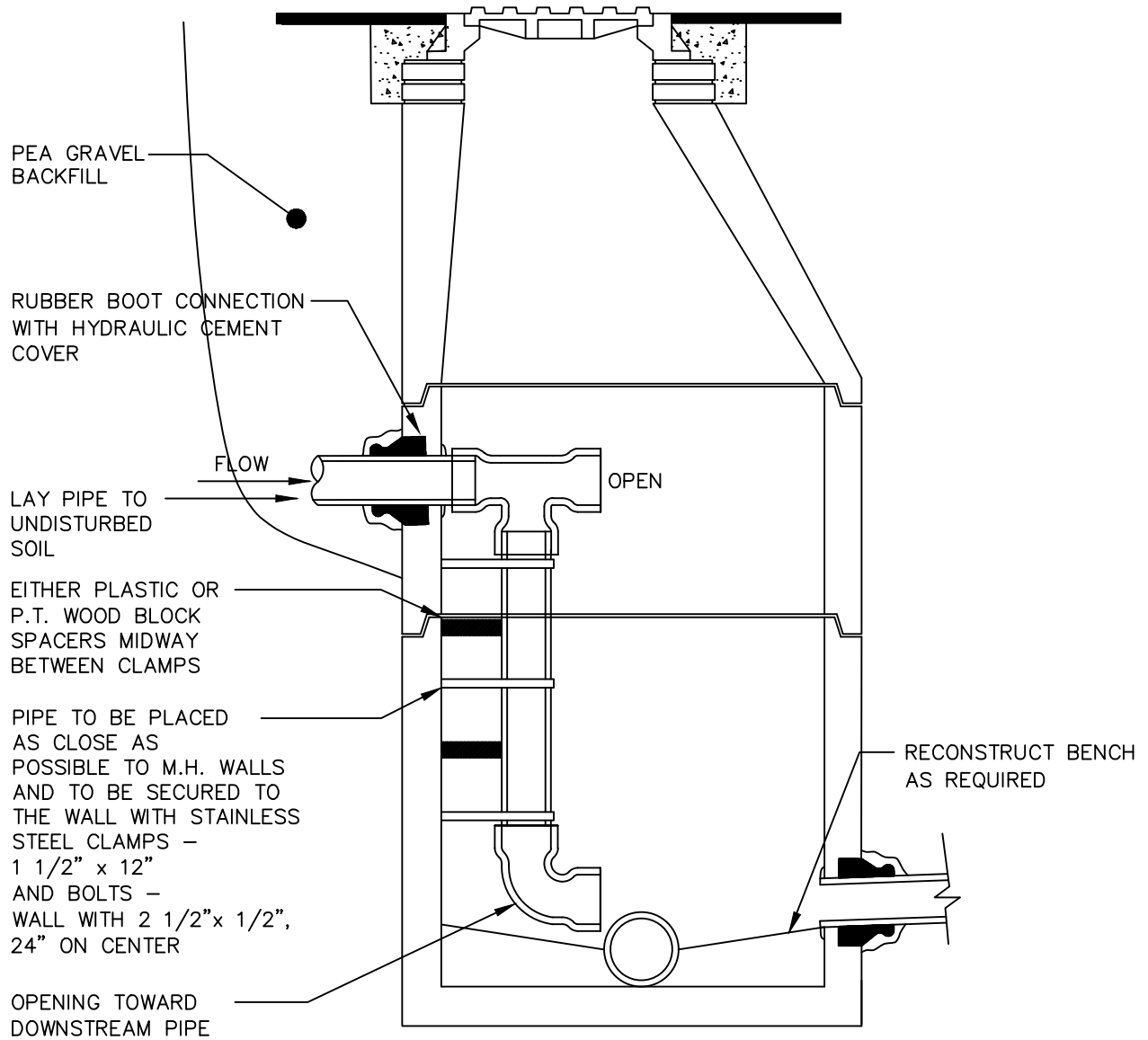
REV. 12/18

FILE NAME:

S8.DWG

DETAIL REF:

S-8



NOTES:

1. ALL INSIDE PIPING TO BE PVC.



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER INSIDE DROP MANHOLE -
RETROFIT

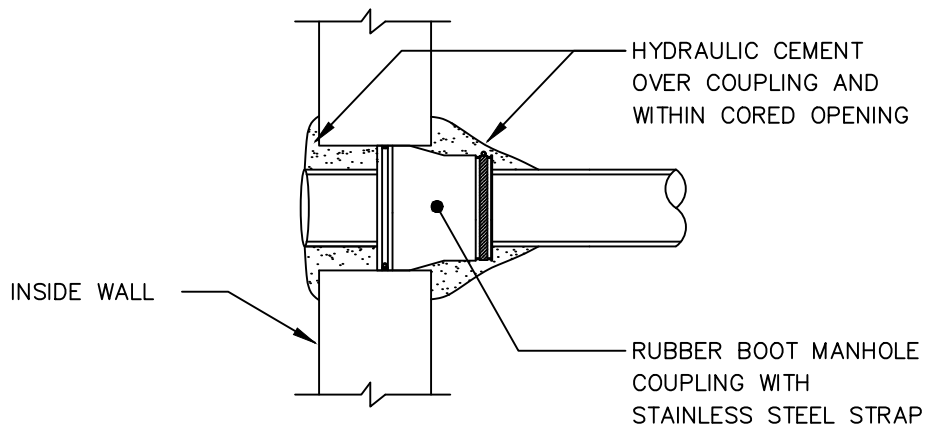
REV. 12/18

FILE NAME:

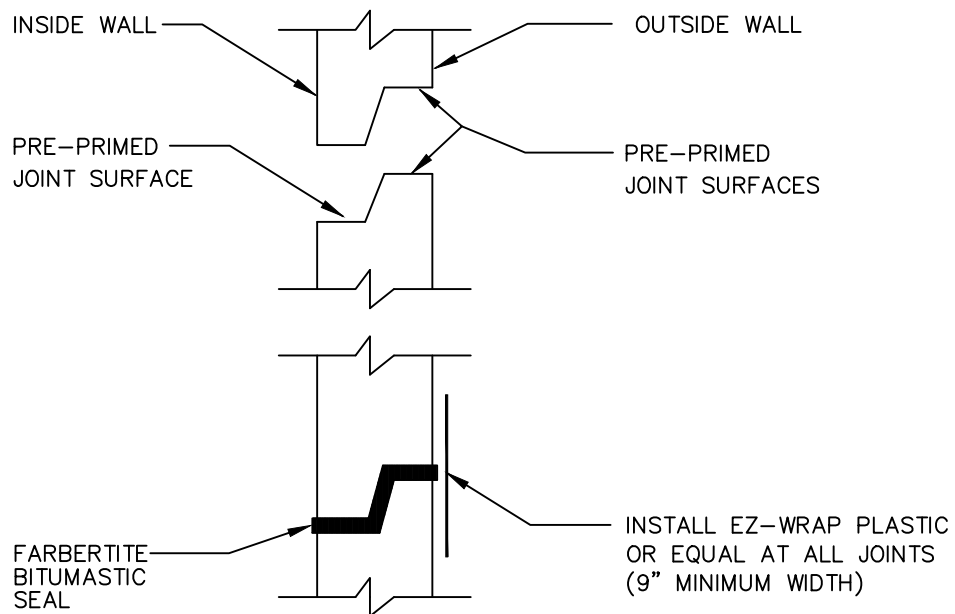
S9.DWG

DETAIL REF:

S-9



RUBBER BOOT CONNECTION



PRECAST JOINT CONNECTION

NOTE:

1. NEW SANITARY SEWER MANHOLE CONNECTIONS SHALL UTILIZE IN-FIELD INSTALLATION OF RUBBER BOOT AND STRAP AND COVER WITH HYDRAULIC CEMENT.
2. EXISTING SANITARY SEWER MANHOLE CONNECTIONS SHALL UTILIZE A CORING METHOD AND IN-FIELD INSTALLATION OF RUBBER BOOT AND STRAP AND COVER WITH HYDRAULIC CEMENT.



STANDARD CONSTRUCTION DETAIL
RUBBER BOOT AND PRECAST JOINT
CONNECTION

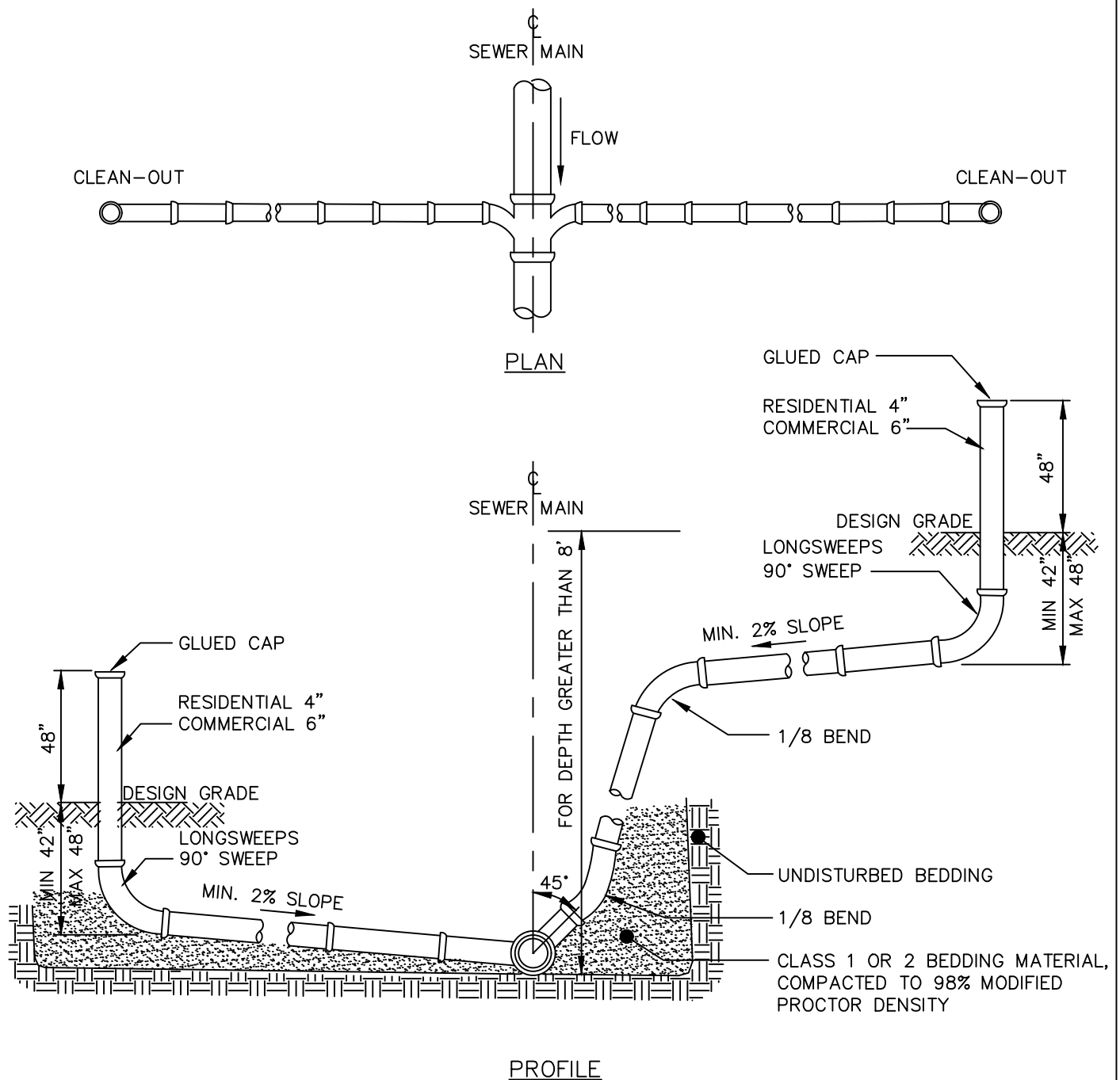
REV. 12/18

FILE NAME:

S10.DWG

DETAIL REF:

S-10



NOTES:

1. USE OF STYRENE MATERIAL WILL NOT BE PERMITTED.
2. ALL JOINTS TO BE RUBBER GASKET – NO GLUED FITTINGS.
3. USE ALL HARCO SDR26 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.



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER SERVICE LATERALS

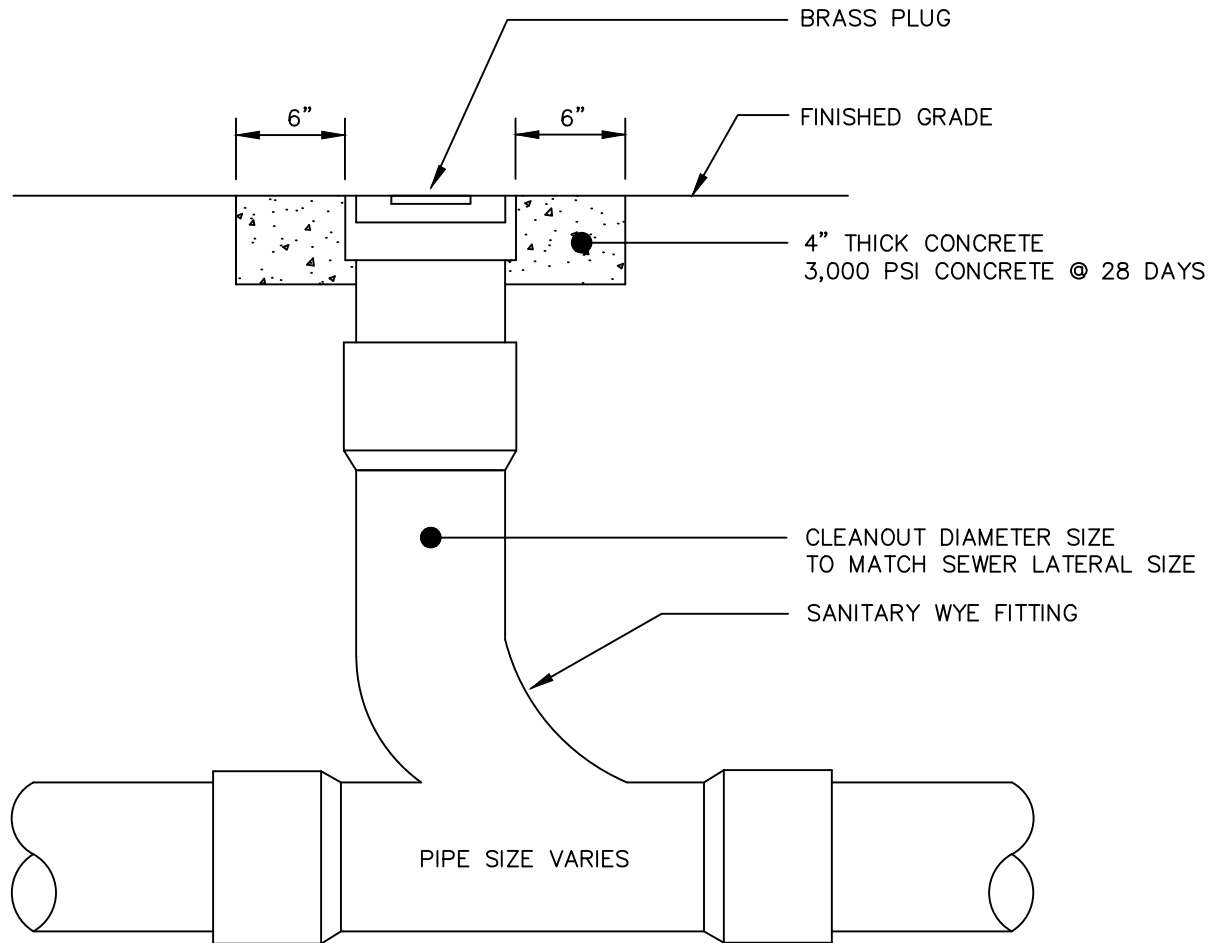
REV. 12/18

FILE NAME:

S11.DWG

DETAIL REF:

S-11



NOTE:

1. CLEANOUT SIZE SHOULD ALWAYS MATCH MAIN LINE SIZE TO ALLOW FOR PROPER CLEANING.



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER SERVICE CLEANOUT

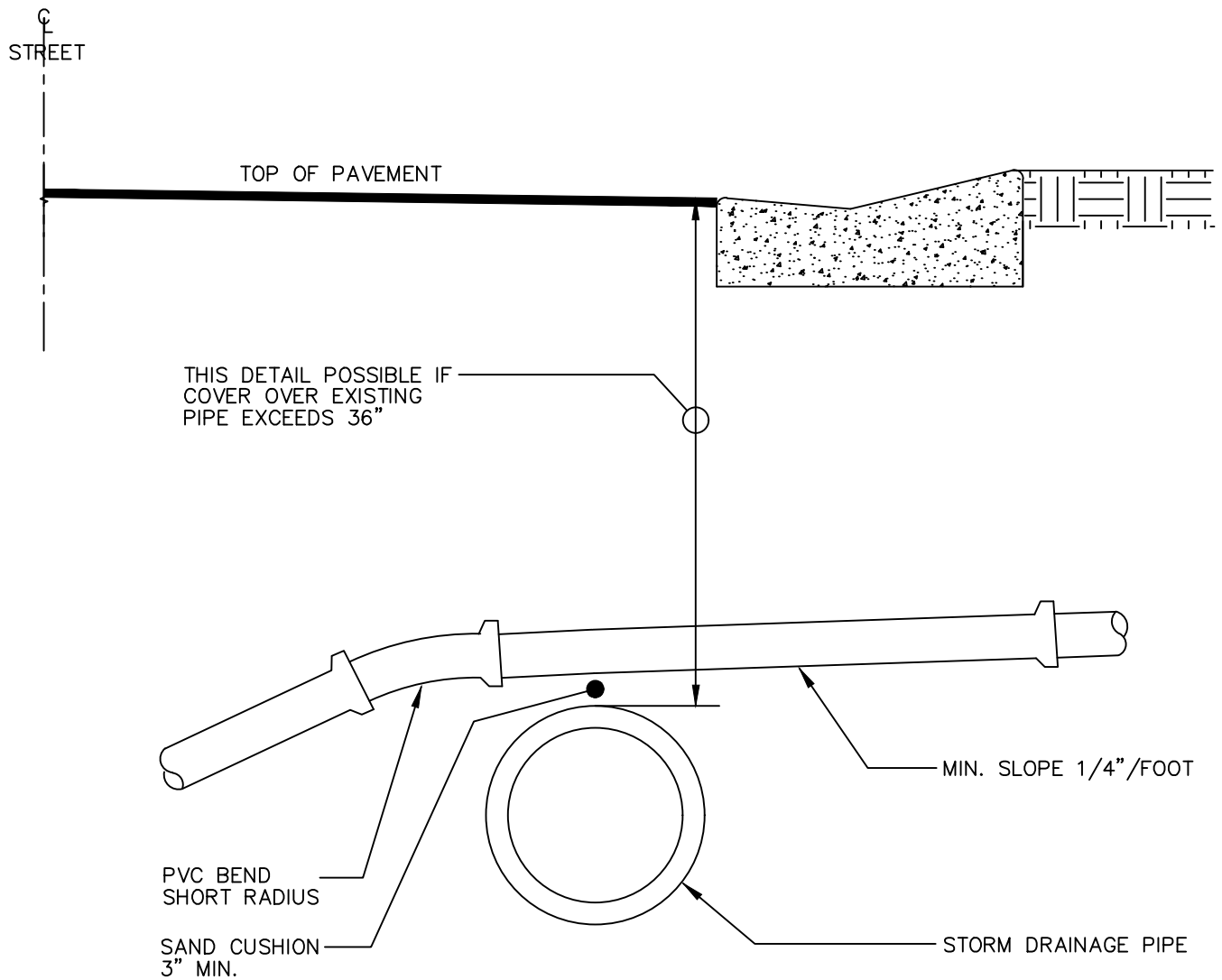
REV. 12/18

FILE NAME:

S12.DWG

DETAIL REF:

S-12



NOTES:

1. SANITARY SEWER PIPE MATERIAL SHALL BE PVC SDR26.



STANDARD CONSTRUCTION DETAIL
SANITARY SEWER LATERALS AND STORM
CROSSING

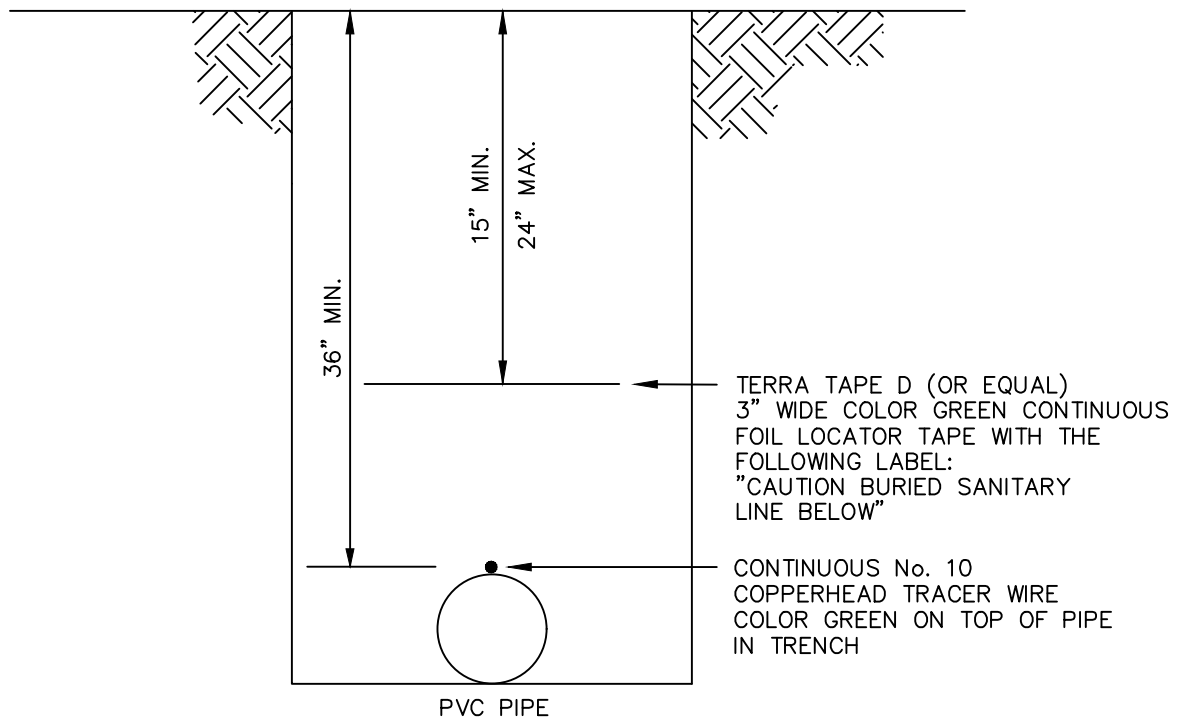
REV. 12/18

FILE NAME:

S13.DWG

DETAIL REF:

S-13



NOTE:

1. CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES.
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
SANITARY SEWER LOCATOR TAPE/
TRACER WIRE INSTALLATION

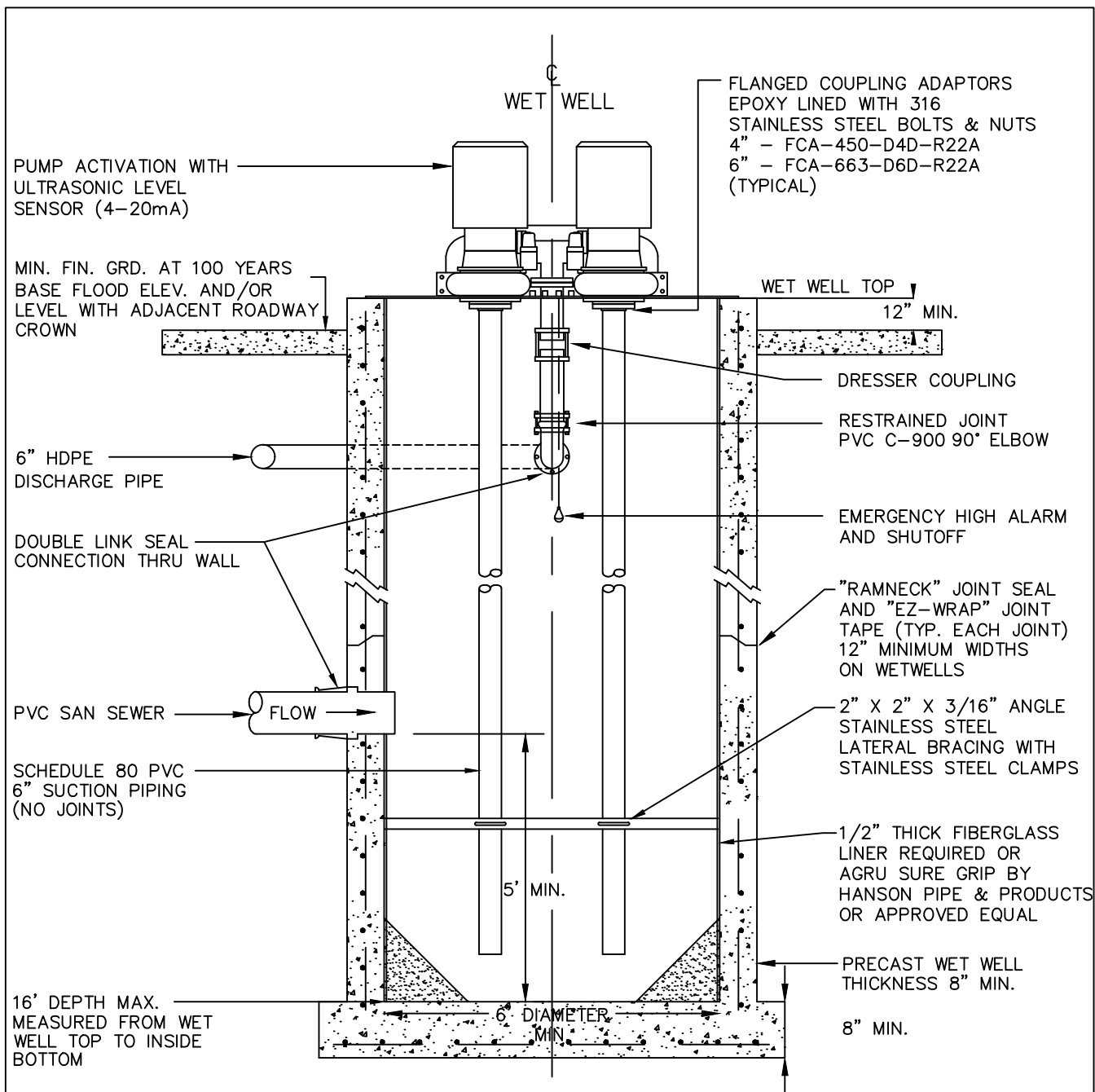
REV. 12/18

FILE NAME:

S14.DWG

DETAIL REF:

S-14



STANDARD CONSTRUCTION DETAIL
SURFACE MOUNTED LIFT STATION LAYOUT –
WET WELL

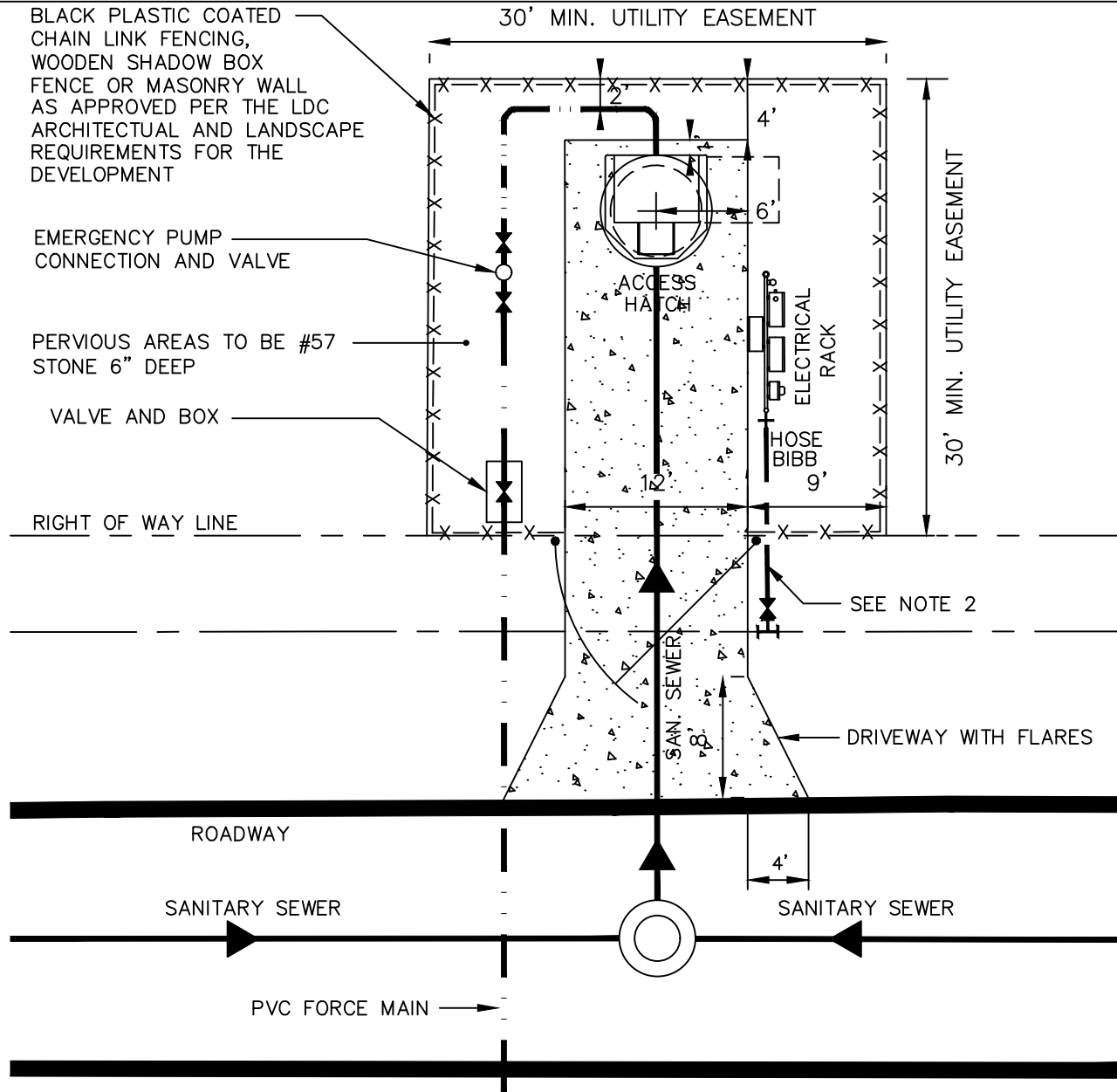
REV. 12/18

FILE NAME:

S15.DWG

DETAIL REF:

S-15.2



NOTES:

1. DRIVEWAY TO BE 6" THICK 3,000 PSI CONCRETE AT 28 DAYS WITH 6X6 10/10 WW MESH. BASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
2. 1" SERVICE WITH HOSE BIB. IF RECLAIMED WATER IS UNAVAILABLE FOR LIFT STATION WATER SERVICE, CONTRACTOR SHALL CONNECT TO POTABLE WATER WITH BFP DEVICE.
3. 12' HAMMERHEAD DRIVEWAY OUTSIDE FENCE MAY BE REQUIRED DEPENDS ON SITE CONDITION.
4. FENCE MAY BE RELOCATED INTERNALLY WITHIN SITE TO CREATE A 25' X 25' SITE IF LANDSCAPING MATERIALS ARE INSTALLED AROUND THE PERIMETER. ANY FENCE MATERIAL OTHER THAN BLACK PLASTIC COATED CHAIN LINK OR WOODEN SHADOW BOX SHALL BE MAINTENANCE BY DEVELOPER OR HOA.
5. FINISH GRADE OF LIFT STATION SITE SHALL BE EQUAL TO OR GREATER THAN THE ELEVATION OF THE CENTERLINE OF ADJACENT ROADWAY & THERE MUST BE POSITIVE DRAINAGE AT & SURROUNDING THE SITE.



STANDARD CONSTRUCTION DETAIL
SURFACE MOUNTED LIFT STATION LAYOUT –
FRONT DRIVEWAY

REV. 12/18

FILE NAME:

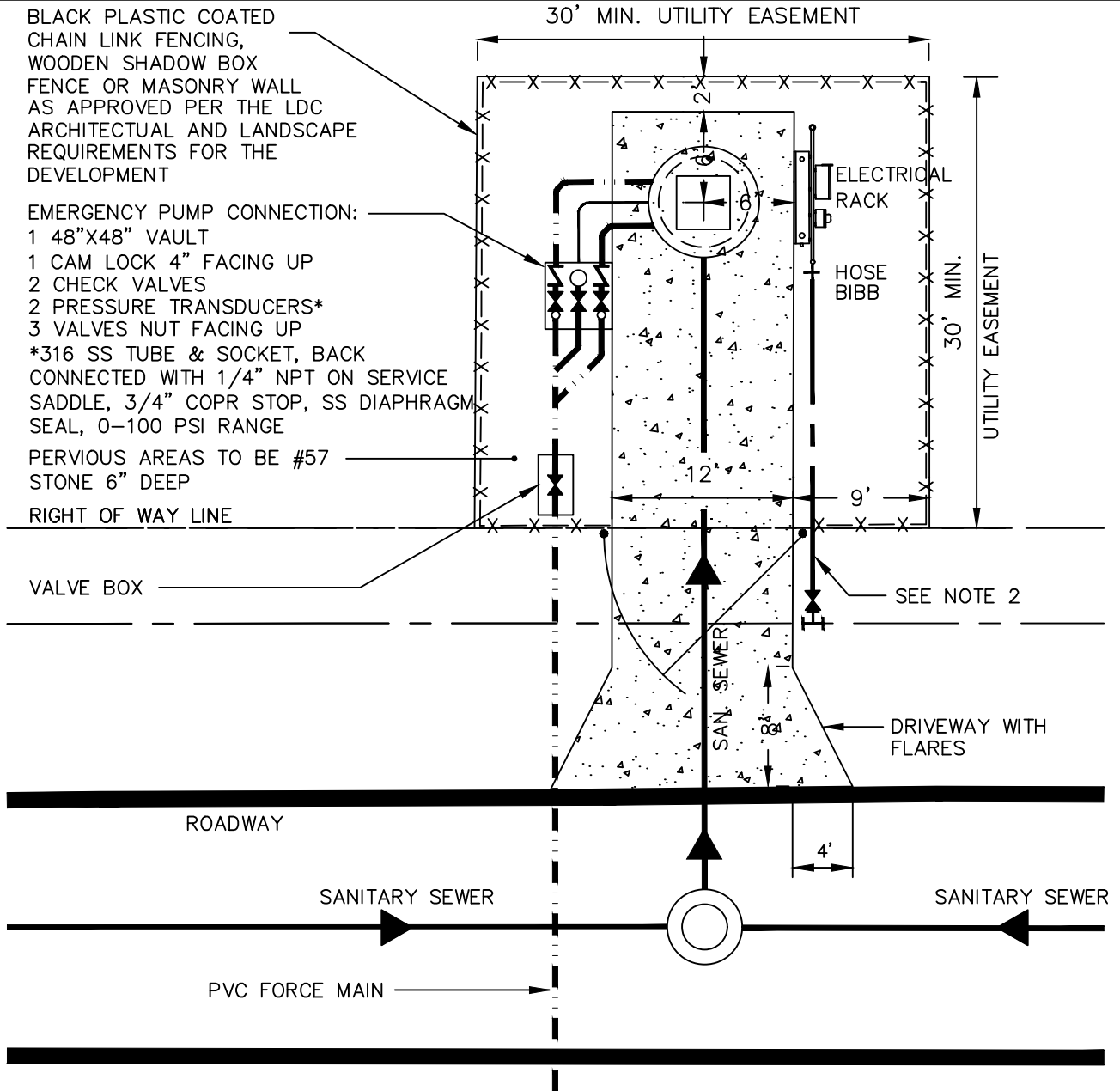
S15.DWG

DETAIL REF:

S-15



REV. 12/18



NOTES:

1. DRIVEWAY TO BE 6" THICK 3,000 PSI CONCRETE AT 28 DAYS WITH 6X6 10/10 WW MESH. BASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM LBR 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
2. 1" SERVICE WITH HOSE BIBB. IF RECLAIMED WATER IS UNAVAILABLE FOR LIFT STATION WATER SERVICE, CONTRACTOR SHALL CONNECT TO POTABLE WATER WITH BFP DEVICE.
3. 12' HAMMERHEAD DRIVEWAY OUTSIDE FENCE MAY BE REQUIRED DEPENDS ON SITE CONDITION.
4. FENCE MAY BE RELOCATED INTERNALLY WITHIN SITE TO CREATE A 25' X 25' SITE IF LANDSCAPING MATERIALS ARE INSTALLED AROUND THE PERIMETER. ANY FENCE MATERIAL OTHER THAN BLACK PLASTIC COATED CHAIN LINK OR WOODEN SHADOW BOX SHALL BE MAINTENANCE BY DEVELOPER OR HOA.
5. SITE FINISH GRADE SHALL BE EQUAL TO OR GREATER THAN THE C/L ELEVATION OF ADJACENT ROADWAY; PROVIDE POSITIVE DRAINAGE AWAY FROM CENTER AND SITE SURROUNDINGS.



STANDARD CONSTRUCTION DETAIL
SUBMERSIBLE LIFT STATION LAYOUT

REV. 12/18

FILE NAME:

S16.DWG

DETAIL REF:

S-16

3/4" HOSE BIBB-NIBCO (OR APPROVED EQUAL)
 NOTE: IF CONNECTED TO POTABLE WATER, ADD
 REDUCED PRESSURE BACKFLOW PREVENTER
 FEBCO MODEL 825YA 3/4" (OR APPROVED
 EQUAL)

SECURE TO POST WITH GALVANIZED STRAP

CANTEX 4" BOX #5133709
 FOR PRESSURE TRANSMITTER
 (TRANSMITTER PROVIDED AND
 INSTALLED BY CITY)

SECURE TO POST WITH GALVANIZED STRAP

1/2" GRAY CONDUIT TO CONTROL PANEL

1" CURB STOP -
 LOCKING

1"X6" BRASS NIPPLE

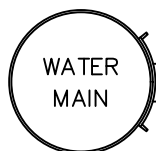
1X1X1/2" BRASS TEE
 AND PLUG

1"X6" BRASS NIPPLE

1" CURB STOP

24"

FINISHED GRADE



1" CORP STOP AT LIFT STATION BOUNDARY

1" POLYTUBE SERVICE

EPOXY COATED SADDLE WITH DOUBLE
 STAINLESS STEEL STRAPS AND 1" CORP STOP

NOTE:

1. RECLAIM WATER TO BE USED AT LIFT STATIONS.
2. WHERE RECLAIM WATER IS NOT AVAILABLE, POTABLE WATER TO BE USED WITH REDUCED PRESSURE BACKFLOW PREVENTER.



STANDARD CONSTRUCTION DETAIL
 LIFT STATION WATER SERVICE

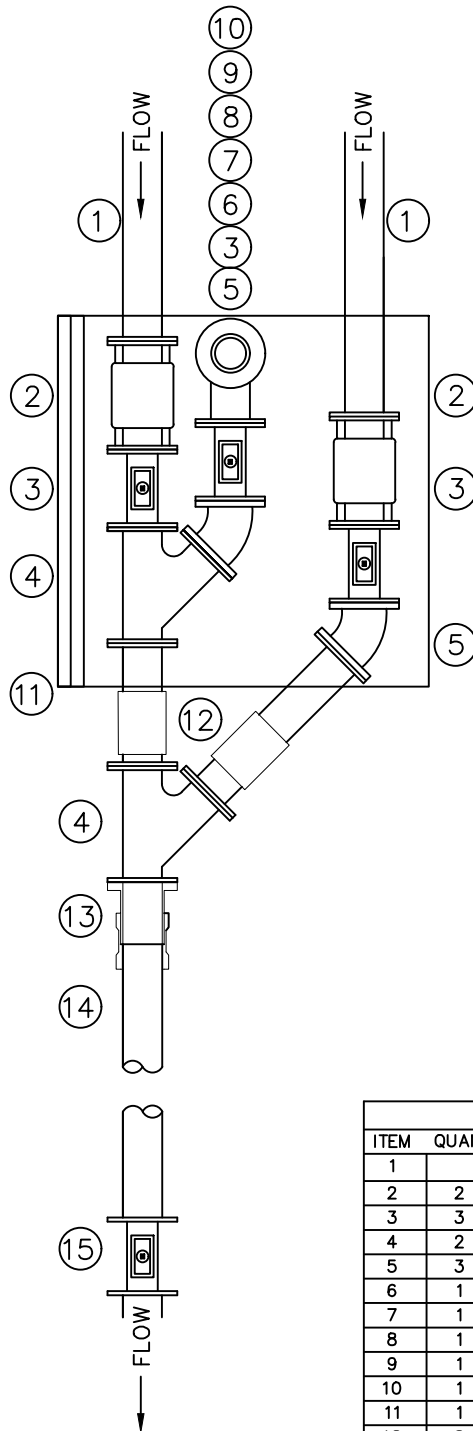
REV. 12/18

FILE NAME:

S17.DWG

DETAIL REF:

S-17



M A T E R I A L S		
ITEM	QUANT.	DESCRIPTION
1		6" DI PIPE
2	2	6" SWING CHECK VALVE UNITED SERIES 8700 OR EQUAL
3	3	6" RESILIENT SEAT VALVE
4	2	6" DI FLANGED WYE
5	3	6" DI FLANGED 45 DEGREE BEND
6	1	6" DI FLANGED 90 DEGREE BEND
7	1	6X4 DI FLANGED REDUCER
8	1	4" DI FLANGED THREADED PLATE
9	1	4X6 NIPPLE
10	1	CAM-LOK, 4" MIPX FEMALE W/FEMALE DUST PLUG
11	1	48"X48" VAULT WITH LOCKING ALUMINUM COVER
12	2	6" PIPE SLEEVE
13	1	6" C900 PVC FLANGE ADAPTOR
14		6" C900 PVC PRESSURE MAIN PIPE
15	1	6" RESILIENT SEAT VALVE AND BOX "SEWER" AT P/L



STANDARD CONSTRUCTION DETAIL
LIFT STATION
EMERGENCY PUMP CONNECTION –
UNDERGROUND

REV. 12/18

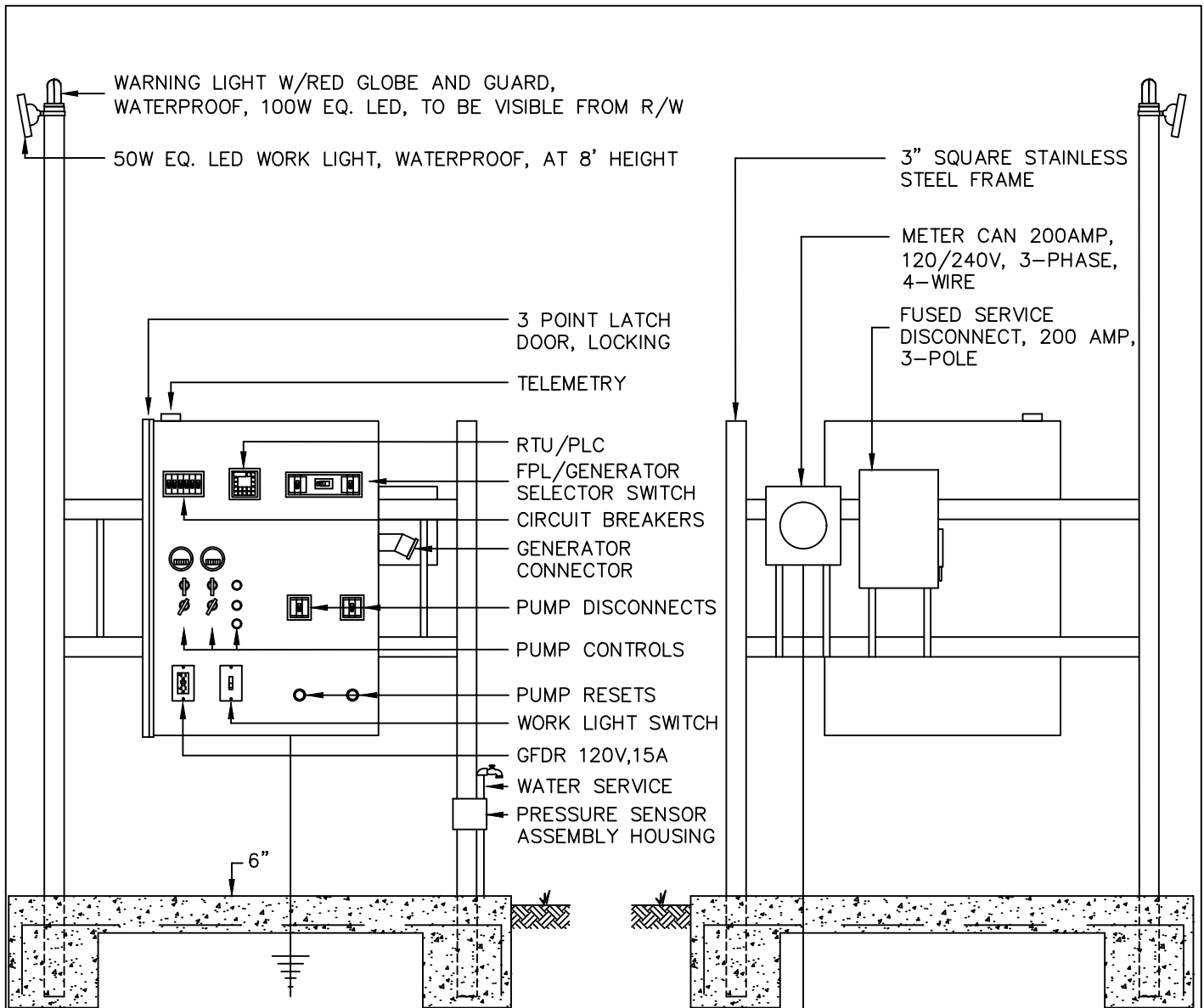
FILE NAME:

S18.DWG

DETAIL REF:

S-18.1

S-19



3-#6 BARE COPPER GROUND RODS, #4X10' AT 10' ON CENTER, BONDED TO SLAB REBAR; TOTAL GROUND RESISTANCE OF 25 OHMS OR LESS

FPL SERVICE

NOTE:

1. ALL FRAME MATERIAL (BEAMS, STRAPS, NUTS, AND BOLTS) TO BE STAINLESS STEEL. FPL METER CAN MAY BE ALUMINUM, ALL PANELS/BOXES TO BE 316 SS, NEMA 4X RATED, GASKETED DOOR. PROVIDE NEOPRENE PAD AND/OR FIBER WASHERS BETWEEN DISSIMILAR METALS.
2. ALL I/O ENTERING THE WELL NEED TO BE INTRINSICALLY SAFE.
3. MINIMUM PANEL CONTROLS AND LAYOUT SHOWN. ENGINEER/CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR REVIEW BY CITY OF PORT ORANGE BEFORE ORDERING. PANEL SIZE 36"(W) X 48' (H) X 12" (D).



STANDARD CONSTRUCTION DETAIL
LIFT STATION
ELECTRICAL EQUIPMENT RACK

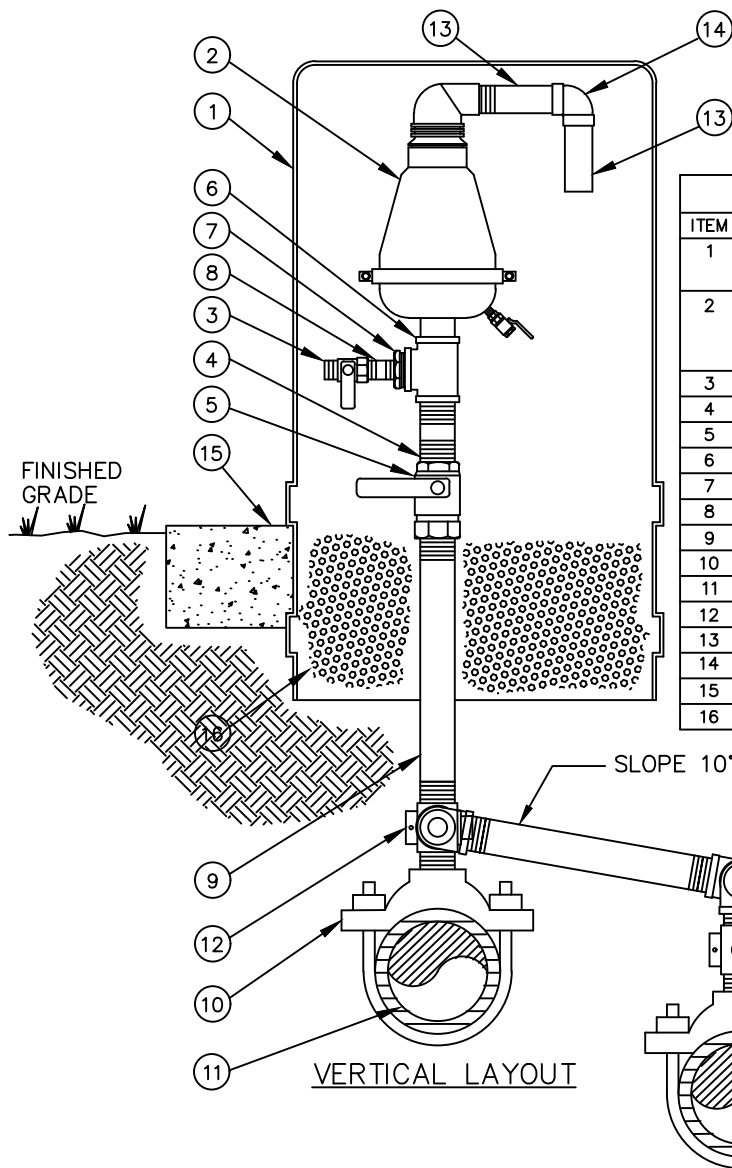
REV. 12/08

FILE NAME:

S20.DWG

DETAIL REF:

S-20



M A T E R I A L S		
ITEM	QUANT.	DESCRIPTION
1	1	VENTED ENCLOSURE, WATER PLUS CORP. MODEL #131632 COLOR PURPLE
2	1	AIR RELEASE VALVE 2" NPT (SEE BELOW) SEWER AIR RELEASE VALVES SHALL BE ARI MODEL D-025 P WATER AIR RELEASE VALVES SHALL BE VALMATIC OR EQUAL
3	1	1" CURB STOP, S.S.
4	1	2" x 4" NIPPLE, S.S.
5	1	2" BALL VALVE, S.S.
6	1	2" TEE, S.S.
7	1	2" x 1" REDUCER, S.S.
8	1	1" SHORT NIPPLE, S.S.
9	1	2" PIPE, S.S. LENGTH AS REQUIRED
10	1	2" DOUBLE STRAP TAPPING SADDLE, S.S.
11	1	4" & LARGER PIPE, D.I. OR PVC (SDR18)
12	2	2" CORPORATION BRASS
13	1	1-1/2" PIPE, PVC, LENGTH AS REQUIRED
14	1	1-1/2" x 90° ELBOW, PVC
15	1	CONCRETE SLAB AROUND ENCLOSURE
16		#57 WHITE ROCK

NOTES:

1. CITY OF PORT ORANGE SHALL HAVE THE OPTION OF REQUIRING THE AIR RELEASE VALVE ASSEMBLY WITH ODOR CONTROL SYSTEM TO BE INSTALLED WHERE ODOR MAY BE A CONCERN.



STANDARD CONSTRUCTION DETAIL ABOVE GROUND SEWER AIR RELEASE VALVE ASSEMBLY

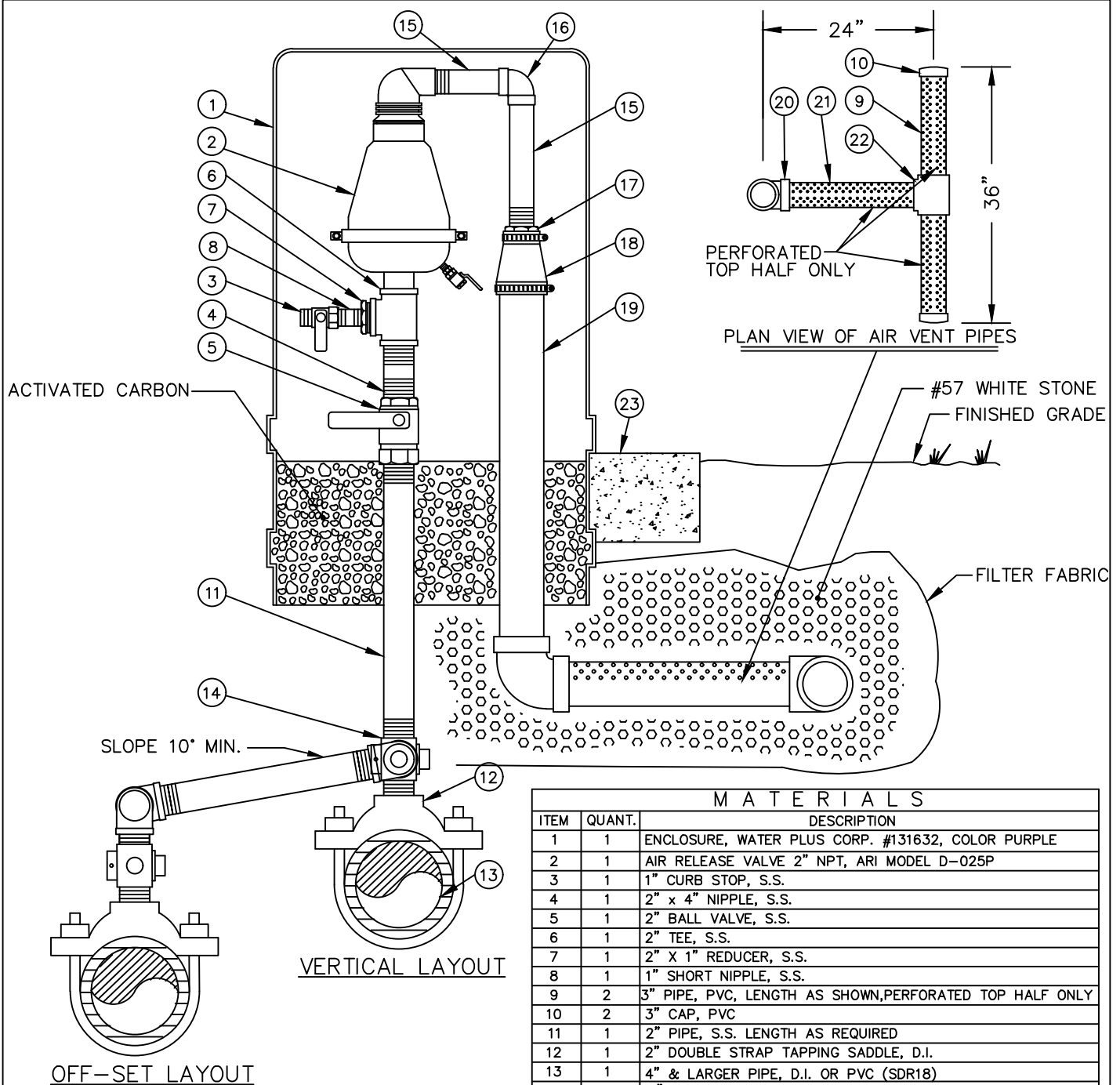
REV. 12/18

FILE NAME:

S21.DWG

DETAIL REF:

S-21



NOTES:

1. CITY OF PORT ORANGE SHALL HAVE THE OPTION OF REQUIRING THE AIR RELEASE VALVE ASSEMBLY WITH ODOR CONTROL SYSTEM (DETAIL S-32) TO BE INSTALLED WHERE ODOR MAY BE A CONCERN.



STANDARD CONSTRUCTION DETAIL
ABOVEGROUND SEWER AIR RELEASE VALVE ASSEMBLY
WITH ODOR CONTROL SYSTEM

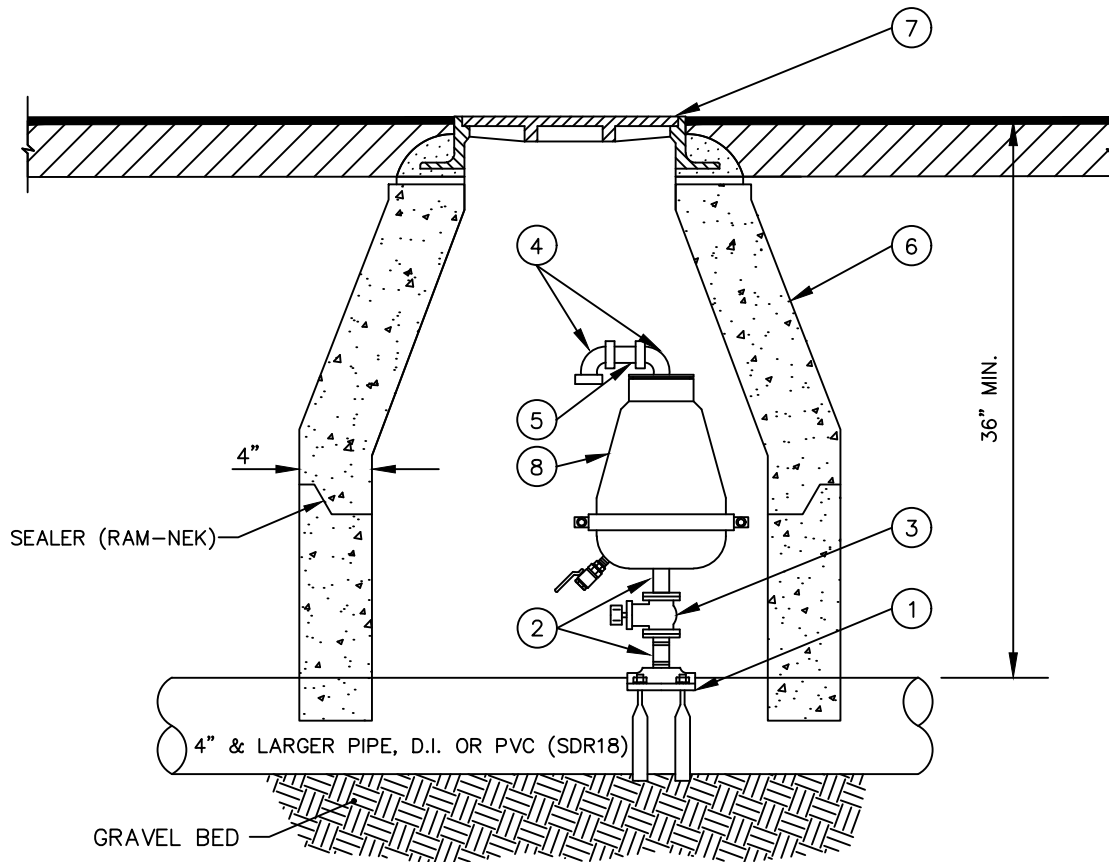
REV. 12/18

FILE NAME:

S22.DWG

DETAIL REF:

S-22



M A T E R I A L S		
ITEM	QUANT.	DESCRIPTION
1	1	2" (TAP) SADDLE, SERVICE (SEE NOTE)
2	2	2" x 2" NIPPLE, S.S.
3	1	2" BALL VALVE, S.S.
4	2	1/2" x 90° ELBOW, PVC
5	1	1/2" x 6" NIPPLE, PVC
6	1	PRECAST MANHOLE CONE, DOG HOUSE STYLE
7	1	24" DIA. CAST IRON/DUCTILE IRON MANHOLE
8	1	RING & COVER - 24" MARKED SEWER ARV AIR RELEASE VALVE (ARI MODEL D-025P)

NOTES:

1. 4" SADDLE TO BE BRASS FULL SUPPORT TYPE.
2. 6" AND LARGER SADDLES TO BE DOUBLE STRAP DUCTILE IRON.
3. MANHOLE STRUCTURE TO INCLUDE NECESSARY FOOTING TO ACCOMMODATE TRAFFIC CONDITIONS.
4. MANHOLE STRUCTURE INTERIOR TO BE COAL TAR EPOXY LINED.
5. VALVE SHALL BE OFFSET IN MANHOLE FOR MAINTENANCE PURPOSES.



STANDARD CONSTRUCTION DETAIL
UNDER GROUND SEWER AIR RELEASE
VALVE ASSEMBLY

REV. 12/18

FILE NAME:

S23.DWG

DETAIL REF:

S-23

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. CLASS III (MIN.) REINFORCED CONCRETE PIPE (RCP), IN ACCORDANCE WITH ASTM C76, C655, C506 AND C507. ALL RCP JOINTS 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 ALONE ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
 - B. CORRUGATED, SMOOTH INTERIOR WALL, HIGH DENSITY POLYETHYLENE (HDPE), UP TO 60" DIAMETER, IN ACCORDANCE WITH ASTM F2306. ALL JOINTS WILL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 - C. CORRUGATED, SMOOTH INTERIOR WALL, POLYPROPYLENE (PP), UP TO 60" DIAMETER, IN ACCORDANCE WITH ASTM F2881 ALL JOINTS WILL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 - D. CORRUGATED, SMOOTH INTERIOR WALL, PVC, UP TO 36" DIAMETER, IN ACCORDANCE WITH ASTM F949 ALL JOINTS WILL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. STORM SEWERS AND CULVERTS LOCATED OUTSIDE OF ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS MAY BE MADE OF ALTERNATE MATERIALS, INCLUDING SDR26 TO SDR35 PVC IN ACCORDANCE WITH ASTM D-3034.
3. DEPTH OF COVER MEASURED TO THE TOP OF PIPE (NOT INCLUDING THE BELL JOINT) SHALL BE A MINIMUM OF 12". DEVIATION FROM THIS REQUIREMENT MAY BE ALLOWED BY INCREASING THE PIPE'S STRUCTURAL CAPACITY. THIS DEVIATION MUST BE SPECIFIED ON THE PLANS APPROVED FOR CONSTRUCTION AND SUBSEQUENTLY REFLECTED ON THE SHOP DRAWINGS AND AS-BUILT PLANS.
4. ALL STORM DRAINAGE PIPES LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF 15" DIAMETER OR EQUIVALENT AND BE DESIGNED FOR A MINIMUM OF A 25 YEAR - 24 HOUR STORM. STORM DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDED MAINTENANCE IS 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 FDOT DRAINAGE INDEX 200. CAST IN PLACE STRUCTURES SHALL HAVE 8" THICK WALLS AND PRECAST STRUCTURES SHALL HAVE 6" THICK WALLS. THESE DIMENSIONS MUST BE REFLECTED ON BOTH SHOP AND AS-BUILT DRAWINGS.
6. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF-CLEANING VELOCITY OF 3' PER SECOND USING MANNING'S "n" CORRESPONDING TO THE PIPE MATERIAL.
7. FOR SITE PLANS, STORM INLET SPACING SHALL BE DESIGNED TO ACCEPT 100% OF THE RUNOFF FROM A RAINFALL INTENSITY OF 4" PER HOUR WITHOUT RESULTING IN PONDING OF WATER AROUND THE INLET.
8. FOR SUBDIVISION PLANS, STORM INLET SPACING, WITH PIPING 15" IN DIAMETER OR LARGER, SHALL BE DESIGNED WITH THE MAXIMUM DISTANCE OF 300' BETWEEN INLETS AND/OR CLEAN-OUT JUNCTION BOXES. FOR ROADWAY SECTIONS HAVING CURB AND GUTTER AND DESIGN SPEEDS OF 45 MPH AND LESS, SPREAD RESULTING FROM A RAINFALL INTENSITY OF 4" PER HOUR SHALL NOT EXCEED ONE-HALF OF THE TRAVEL LANE ADJACENT TO THE GUTTER.
9. RETENTION AREA WATER DEPTHS SHALL BE 4' MINIMUM TO 12' MAXIMUM, MEASURED FROM THE NORMAL WATER LEVEL.



STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE DESIGN
AND CONSTRUCTION NOTES

REV. 12/18

FILE NAME
ST1.DOC

DETAIL REF:
ST-1

10. THE MAXIMUM PERMISSIBLE SLOPE OF ANY NEW POND BANKS IS 4:1 (HORIZONTAL:VERTICAL). THIS LIMIT SHALL BE APPLIED TO ALL AREAS EXCEPT BELOW THE WATER TABLE WHERE SHARPER SLOPES ARE PERMISSIBLE.
11. PIPED STORMWATER SYSTEMS SHALL HAVE A MINIMUM DRAINAGE MAINTENANCE EASEMENT WIDTH OF 20', CENTERED OVER PIPE/STRUCTURE, AND SHALL BE INCREASED DEPENDING UPON CONDITIONS, SUCH AS OSHA UNSHIELDED TRENCH COMPLIANCE.
12. NORMAL ROADSIDE SWALES ARE PERMITTED TO BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.
13. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
14. 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 ONSTRUCTION IF DEWATERING IS NOT REQUIRED.
15. POND INFLOW AND OUTLET STRUCTURES SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE.
16. 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 AND ADEQUATELY SUPPORTED TO PREVENT DEFLECTION.
17. 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).
18. 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 ACCOMMODATE THE FLOW FROM THE 100 YEAR-24 HOUR STORM EVENT WITHOUT FLOODING ADJACENT PROPERTY OR SURCHARGING THE SAID ROADWAY.
19. THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE POND WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER POND COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE POND EXCAVATION.
20. SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.
21. A 10' MAINTENANCE EASEMENTS/RIGHTS-OF-WAY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL PONDS AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF LAKES. APPLICABLE CROSS SECTIONS SHALL BE INCLUDED ON FINAL DEVELOPMENT PLANS.
22. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DEWATERING PERMITS THAT MAY BE REQUIRED.
23. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF THE SJRWMD AND NPDES PERMITS AT THE CONSTRUCTION SITE AND ABIDE BY ALL CONDITIONS OF THE PERMIT.
24. 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.



STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE DESIGN
AND CONSTRUCTION NOTES
(CONTINUED)

REV. 12/18

FILE NAME
ST1.DOC

DETAIL REF:
ST-1.1

25. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM CROSSING/VERTICAL SEPARATIONS (OUTSIDE TO OUTSIDE):

	WATER	STORM GRAVITY	STORM FORCE	RECLAIM	SANITARY GRAVITY	SANITARY FORCE
WATER		OVER STORM GRAVITY 6", PREFERRED 12"	OVER STORM FORCE 12"	OVER RECLAIM 12"	OVER SANITARY GRAVITY 6", PREFERRED 12"	OVER SANITARY FORCE 12"
		UNDER STORM GRAVITY 12"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
STORM GRAVITY	OVER WATER 12"		OVER STORM FORCE 6"	OVER RECLAIM 6", PREFERRED 12"	OVER SANITARY GRAVITY 6", PREFERRED 12"	OVER SANITARY FORCE 6", PREFERRED 12"
	UNDER WATER 6", PREFERRED 12"		UNDER STORM FORCE 6"	UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
STORM FORCE	OVER WATER 12"	OVER STORM GRAVITY 6"		OVER RECLAIM 12"	OVER SANITARY GRAVITY 12"	OVER SANITARY FORCE 12"
	UNDER WATER 12"	UNDER STORM GRAVITY 6"		UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
RECLAIM	OVER WATER 12"	OVER STORM GRAVITY 12"	OVER STORM FORCE 12"		OVER SANITARY GRAVITY 12"	OVER SANITARY FORCE 12"
	UNDER WATER 12"	UNDER STORM GRAVITY 6", PREFERRED 12"	UNDER STORM FORCE 12"		UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
SANITARY GRAVITY	OVER WATER 12"	OVER STORM GRAVITY 12"	OVER STORM FORCE 12"	OVER RECLAIM 12"		OVER SANITARY FORCE 12"
	UNDER WATER 6", PREFERRED 12"	UNDER STORM GRAVITY 6", PREFERRED 12"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"		UNDER SANITARY FORCE 12"
SANITARY FORCE	OVER WATER 12"	OVER STORM GRAVITY 12"	OVER STORM FORCE 12"	OVER RECLAIM 12"	OVER SANITARY GRAVITY 12"	
	UNDER WATER 12"	UNDER STORM GRAVITY 6", PREFERRED 12"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	



STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE DESIGN
AND CONSTRUCTION NOTES
(CONTINUED)

REV. 12/18

FILE NAME
ST1.DOC

DETAIL REF:
ST-1.2

26. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM HORIZONTAL SEPARATIONS (OUTSIDE TO OUTSIDE):

	WATER	STORM GRAVITY	STORM FORCE	RECLAIM	SANITARY GRAVITY	SANITARY FORCE
WATER		3'	3'	3'	6', PREFERRED 10'	6', PREFERRED 10'
STORM GRAVITY	3'		3'	3'	6', PREFERRED 10'	6', PREFERRED 10'
STORM FORCE	3'	3'		3'	6', PREFERRED 10'	6', PREFERRED 10'
RECLAIM	3'	3'	3'		6', PREFERRED 10'	6', PREFERRED 10'
SANITARY GRAVITY	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'		6', PREFERRED 10'
SANITARY FORCE	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	



STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE DESIGN
AND CONSTRUCTION NOTES
(CONTINUED)

REV. 12/18

FILE NAME
ST1.DOC

DETAIL REF:
ST-1.3

CANALS AND WATERWAYS

1. CANALS AND WATERWAYS SHALL BE AVOIDED EXCEPT WHEN APPROVED AND DEEMED BY THE CITY TO BE UNAVOIDABLE OR NECESSARY.
2. IN THE EVENT OF SUCH APPROVAL, CANALS OR WATERWAYS SHALL BE A MINIMUM OF 40' IN WIDTH PLUS MAINTENANCE AREA. THE MAINTENANCE AREA WIDTH OR EASEMENT SHALL BE A MINIMUM OF 20' ON ONE BANK AND 10' ON THE OPPOSITE BANK MEASURED FROM THE TOP OF BANK AND LOCATED ALONG THE ENTIRE LENGTH OF THE CANAL. THE MAINTENANCE OR EASEMENT WIDTH SHALL BE ESTABLISHED BY THE CITY BASED ON EXISTING AND FUTURE CONDITIONS AS WELL AS THE TYPES OF MAINTENANCE EQUIPMENT AVAILABLE.
3. CANALS OR WATERWAYS SHALL BE A MINIMUM OF 40' IN WIDTH PLUS REQUIRED MAINTENANCE AREAS.
4. CANALS SHALL HAVE A MINIMUM BOTTOM WIDTH OF 3' AND MAXIMUM PERMISSIBLE SIDE SLOPE 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 9' BELOW SEA LEVEL REFERENCING THE NORTH AMERICAN VERTICAL DATUM 1988. THESE WATERWAYS SHALL BE SEPARATED FROM FRESH WATER BY SALINITY DAMS AND SPILLWAY CONTROL STRUCTURES AS APPROVED BY THE CITY.

BRIDGES

1. BRIDGES SHALL BE CONSTRUCTED WITH BRIDGE CURB ON BOTH SIDES RUNNING ITS COMPLETE LENGTH.
2. STANDARD 48" WIDE SIDEWALKS SHALL BE PROVIDED ON BOTH SIDES SEPARATED FROM THE ROADWAY IN ACCORDANCE WITH THE FLORIDA GREEN BOOK (LATEST EDITION).
3. APPROACH GUARDRAILS OR FENCES SHALL BE PROVIDED WHERE REQUIRED FOR SAFETY BY THE CITY.
4. BRIDGE GEOMETRY, BRIDGE DESIGN, AND LOADING SHALL CONFORM TO THE DESIGN CRITERIA OF THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES (LATEST EDITION).
5. PRIOR TO ACTUAL DESIGN OF THE BRIDGE, THE APPLICANT SHALL SUBMIT DESIGN LOAD CRITERIA TO THE CITY FOR APPROVAL.



STANDARD CONSTRUCTION DETAIL CANALS, WATERWAYS AND BRIDGES DESIGN AND CONSTRUCTION NOTES

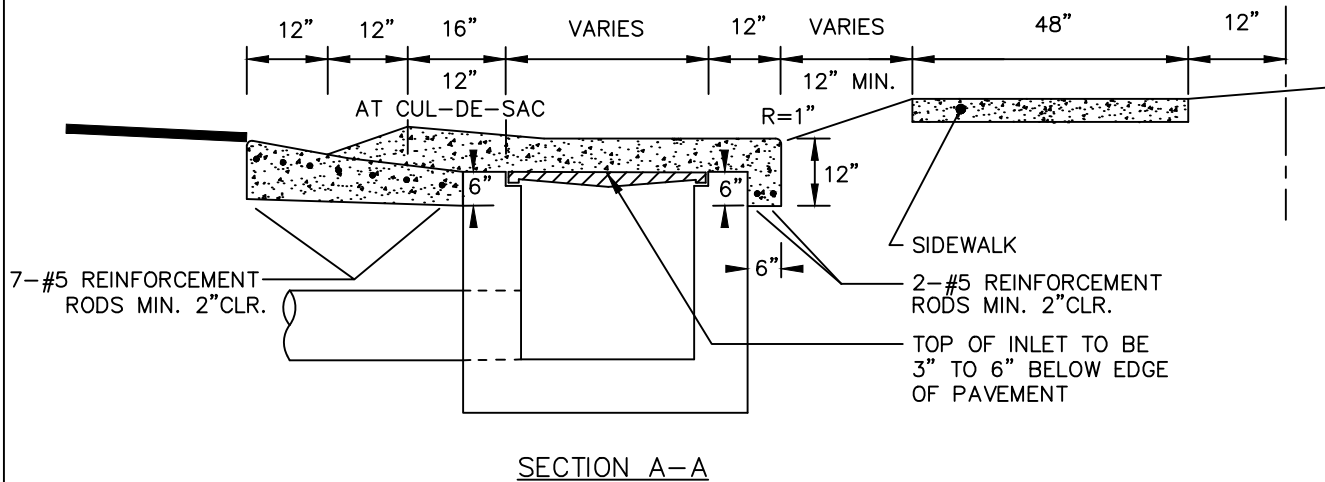
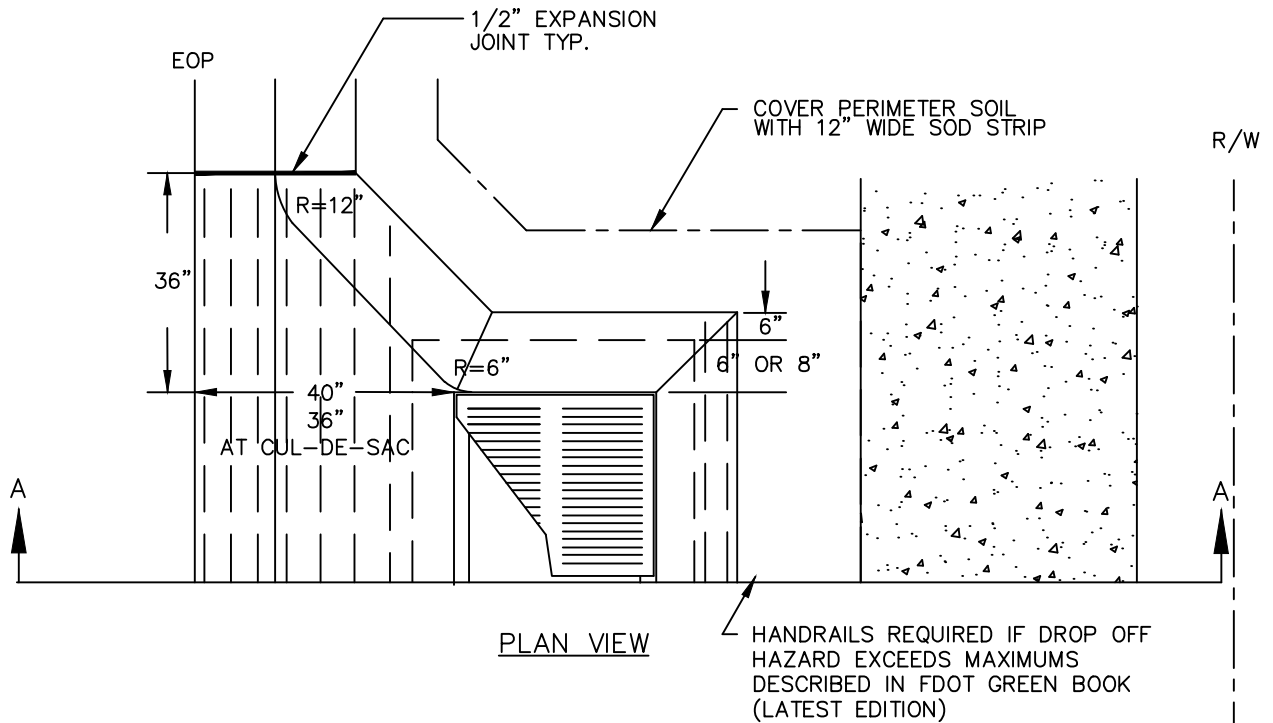
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ST2.DWG

DETAIL REF:

ST-2



STANDARD CONSTRUCTION DETAIL
STORM INLET APRON

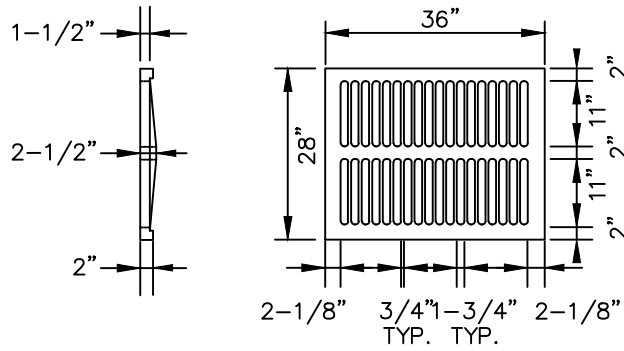
REV. 12/18

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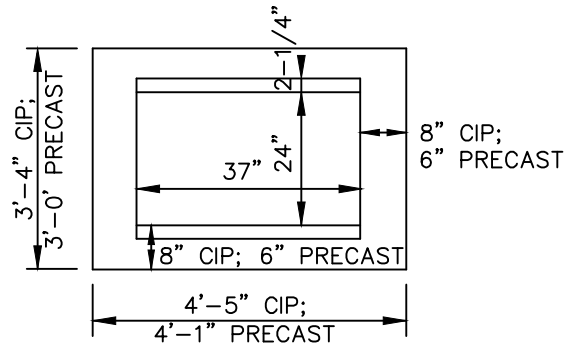
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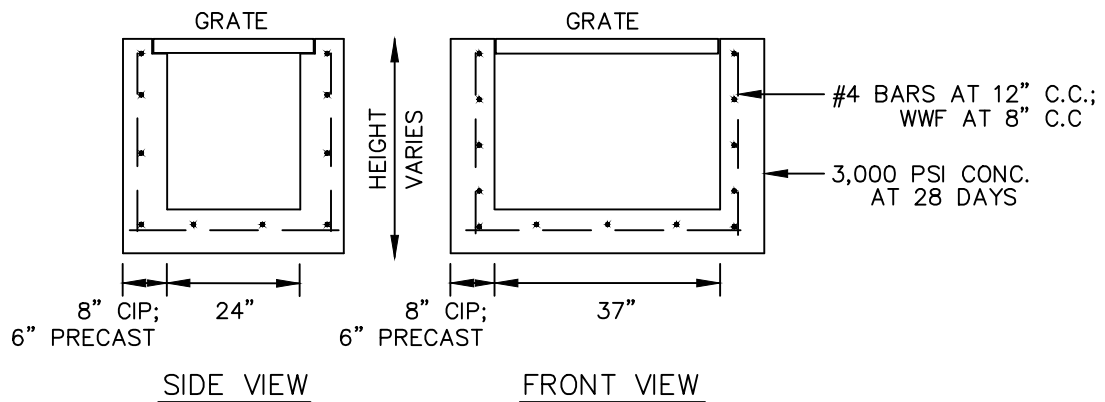
ST-3



GRATE



TOP VIEW



NOTE:

1. 8" WALL THICKNESS FOR CAST IN PLACE STRUCTURES. 6" WALL THICKNESS FOR PRECAST STRUCTURES.
2. MAXIMUM PIPE DIAMETER 18" ALONG 24" WALL.
3. MAXIMUM PIPE DIAMETER 24" ALONG 37" WALL.
4. SEE FDOT INDEX 232 FOR ADDITIONAL DETAIL.



STANDARD CONSTRUCTION DETAIL
TYPE "C" STORM INLET

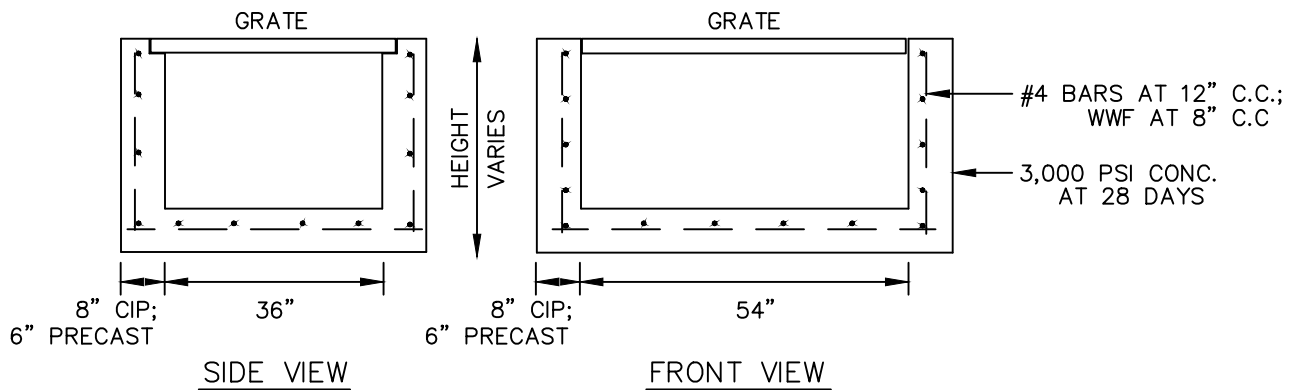
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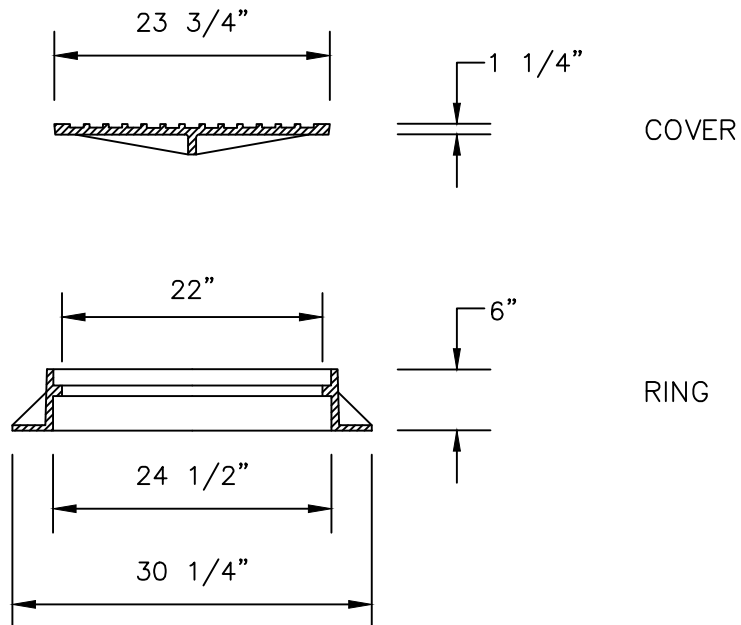
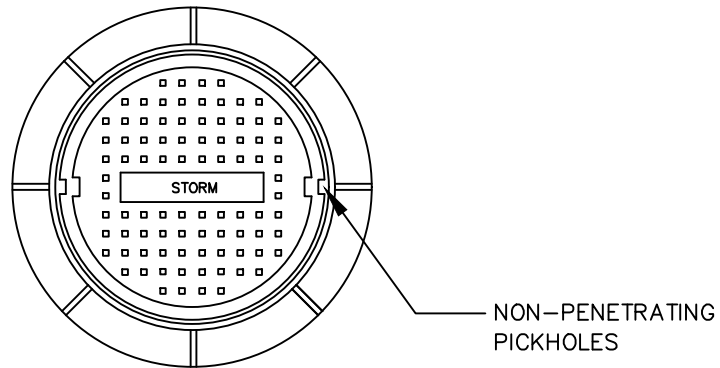
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DETAIL REF:

ST-4



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	ST5.DWG
REV. 12/18	DETAIL REF:
	ST-5



NOTES:

1. COVER – 130 LBS.
2. RING – 150 LBS.
3. MATERIAL: ASTM-A48 GRAY IRON CLASS 35B
4. USF 170 RING AND "E" COVER BY US FOUNDRY & MFG. CORP., OR EQUAL



STANDARD CONSTRUCTION DETAIL
STORM SEWER MANHOLE COVER

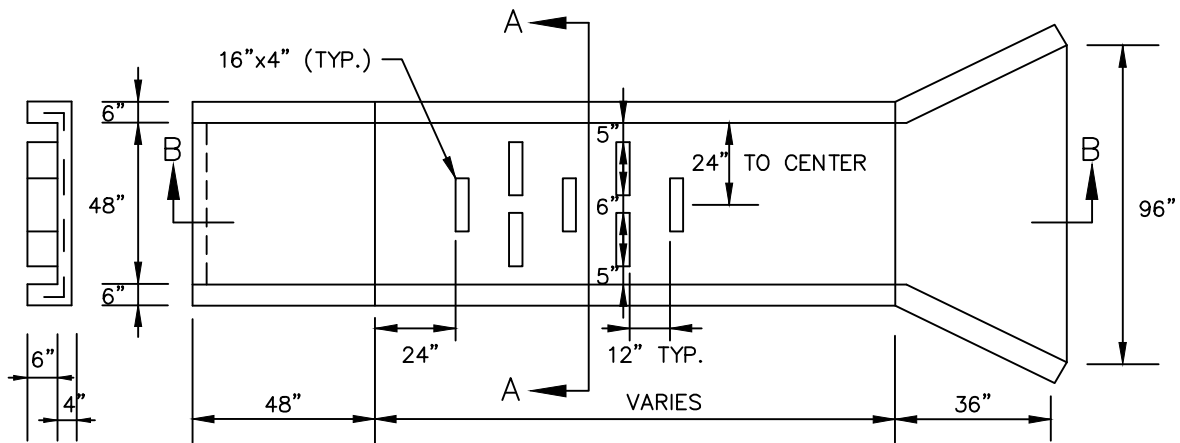
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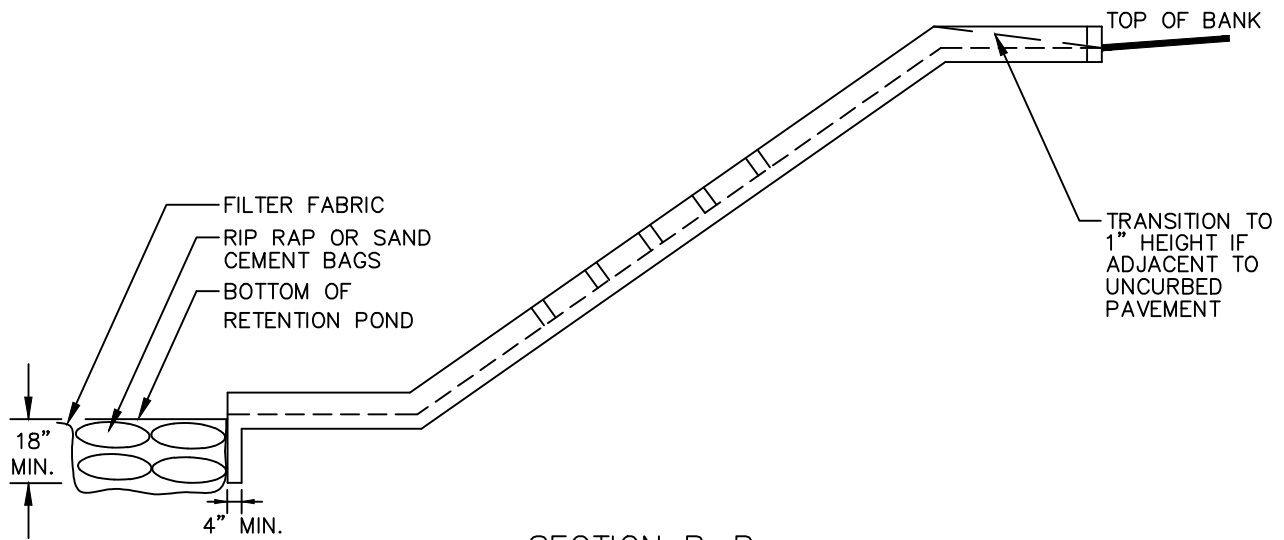
ST6.DWG

DETAIL REF:

ST-6



SECTION A-A



SECTION B-B

NOTES:

1. SPILLWAY TO BE CONCRETE, 2,500 PSI AT 28 DAY, 4" THICK FIBERCRETE.
2. PLACE SOD AT LEAST 5' AROUND ALL STRUCTURE EDGES ABOVE STANDING WATER.



STANDARD CONSTRUCTION DETAIL
CONCRETE SPILLWAY

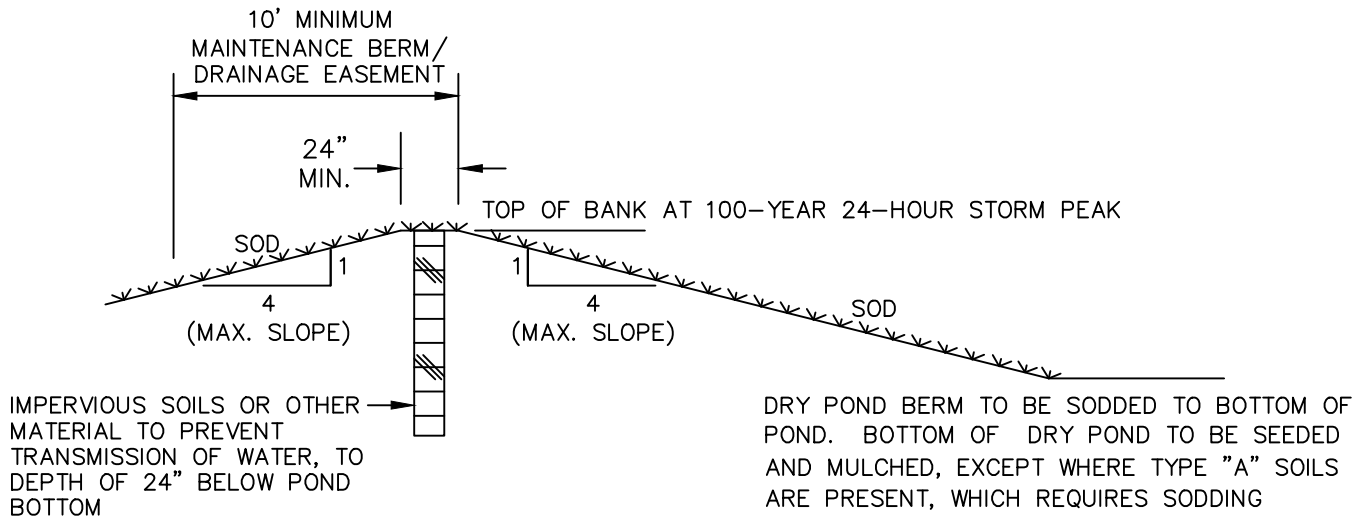
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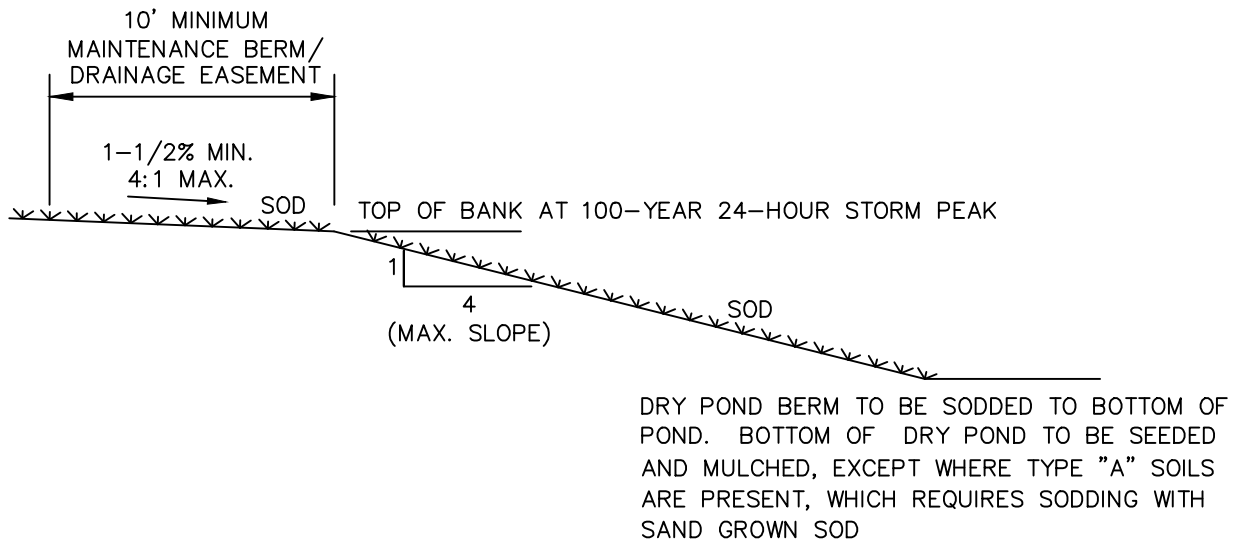
ST7.DWG

DETAIL REF:

ST-7



BERMED POND PERIMETER



LEVEL POND PERIMETER



STANDARD CONSTRUCTION DETAIL
DRY POND

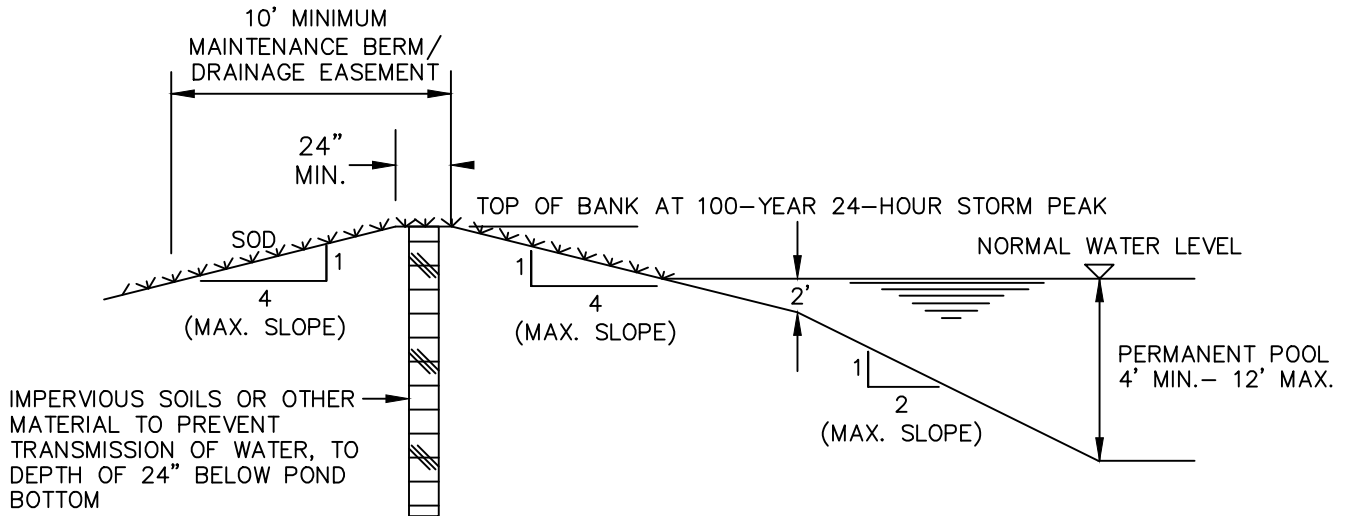
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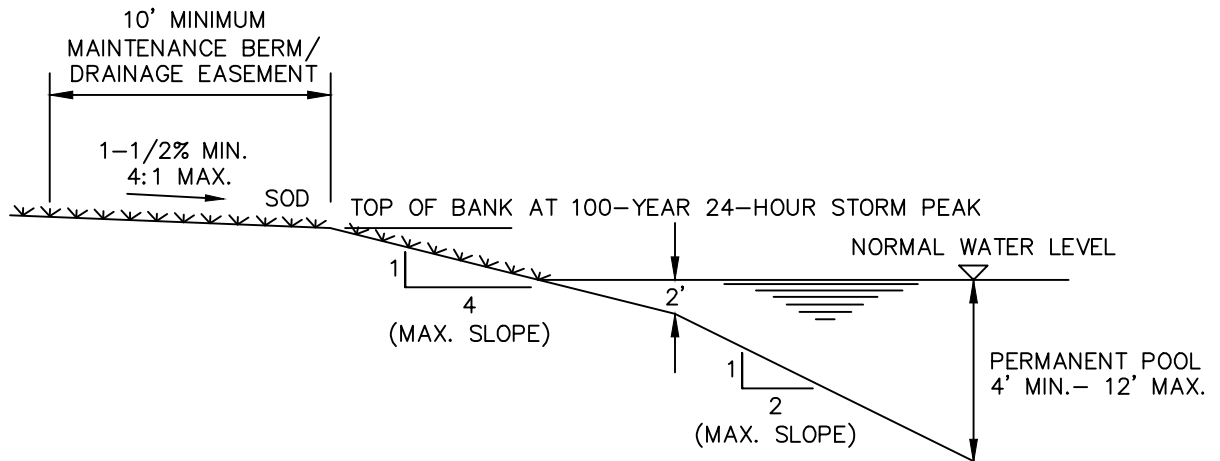
ST8.DWG

DETAIL REF:

ST-8



BERMED POND PERIMETER



LEVEL POND PERIMETER

NOTES:

1. SOD IS TO BE PLACED TO THE NORMAL WATER LEVEL.
2. A PLANTED LITTORAL ZONE IS NOT PERMISSIBLE FOR SLOPES EXCEEDING 6:1 (HORIZONTAL:VERTICAL).
3. AS AN OPTION TO A LITTORAL ZONE, THE DESIGNER CAN EITHER:
 - A) PROVIDE AN ADDITIONAL 50% OF THE PERMANENT POOL VOLUME.
 - B) PROVIDE PRETREATMENT OF THE STORMWATER PRIOR TO ENTERING THE WET DETENTION POND.



STANDARD CONSTRUCTION DETAIL
WET POND

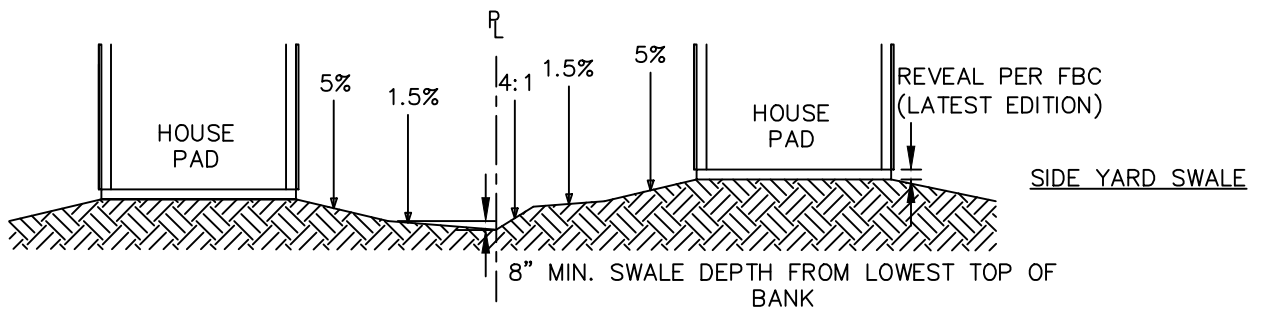
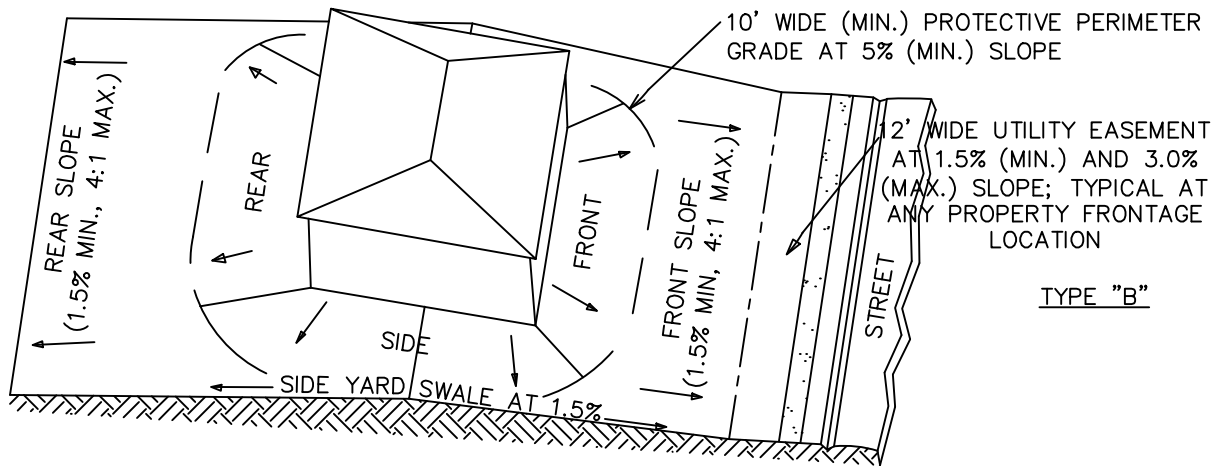
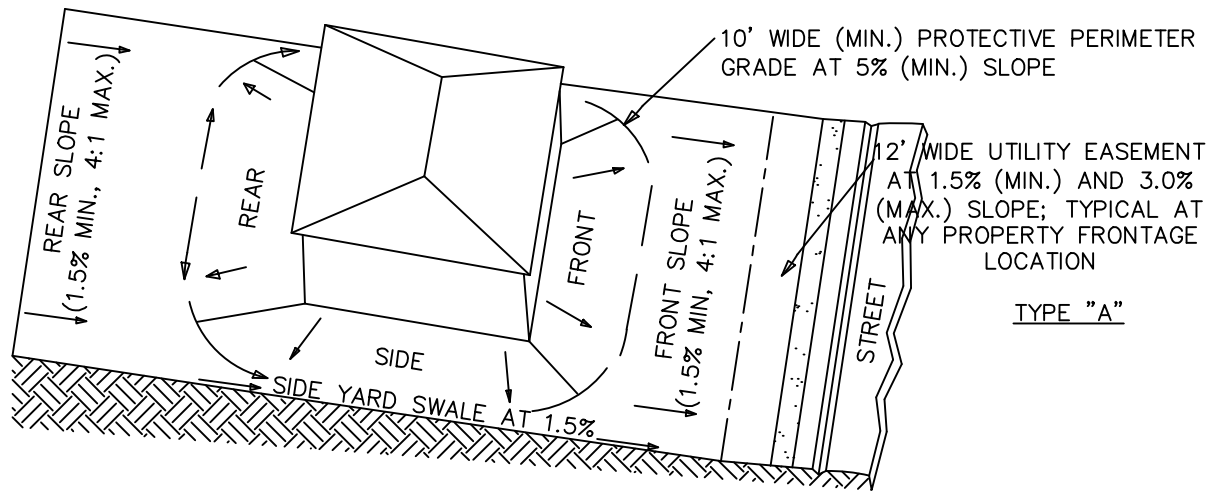
REV. 12/18

FILE NAME:

ST9.DWG

DETAIL REF:

ST-9



NOTE:

1. ALL FINISHED FLOOR ELEVATIONS SHALL BE SET A MINIMUM OF 12" ABOVE THE 100 YEAR FLOOD PLAIN AND/OR 12" ABOVE THE 100 YEAR DESIGN HIGH WATER LEVEL OF THE ADJACENT DETENTION/RETENTION AREA.
2. TYPE "C" LOT GRADING REQUIRES FLORIDA PROFESSIONAL ENGINEER'S DESIGN AND APPROVAL BY CITY.
3. SIDE YARD SWALE LONGITUDINAL GRADE MAY BE REDUCED TO 1.0% FROM 1.5% WHERE WELL DRAINED SOILS ARE PRESENT AND APPROVED BY CITY.
4. SIDE YARD SWALE SHALL BE CENTERED ON THE COMMON PROPERTY LINES FOR NEW CONSTRUCTION AND INSTALLED COMPLETELY WITHIN PARCEL LIMITS OF INFILL PROPERTIES.
5. ALL SLOPES SHALL NOT EXCEED 4:1 RATIO.



STANDARD CONSTRUCTION DETAIL
RESIDENTIAL LOT GRADING

REV. 12/18

FILE NAME:

ST10.DWG

DETAIL REF:

ST-10

13. WATER MAINS SHALL BE INSTALLED APPROXIMATELY 4' OFF THE BACK OF CURB OR AS APPROVED BY THE CITY. 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 IS USED).
14. 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.
15. 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.
16. THE FIRE DEPARTMENT CONNECTION (FDC) FOR BUILDINGS WITH A FIRE PROTECTION SPRINKLER SYSTEM MUST BE WITHIN 50' OF UNOBSTRUCTED PATH TO A FIRE HYDRANT LOCATION APPROVED BY THE FIRE MARSHALL AND/OR PUBLIC UTILITIES ENGINEER.
17. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED AT EVERY INTERSECTION. OTHER FIRE HYDRANTS SHALL BE LOCATED SO AS TO PRODUCE A MAXIMUM 250' FEET AND/OR MEETING THE LATEST NFPA CODE HOSE LAY REQUIREMENT ALONG THE STREET FOR ALL RESIDENTIAL BUILDINGS. FIRE HYDRANTS MAY NOT BE INSTALLED WITHIN 20' OF ANY ELECTRICAL TRANSFORMER.
18. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM HORIZONTAL SEPARATIONS (OUTSIDE TO OUTSIDE):

	WATER	STORM GRAVITY	STORM FORCE	RECLAIM	SANITARY GRAVITY	SANITARY FORCE
WATER		3'	3'	3'	6', PREFERRED 10'	6', PREFERRED 10'
STORM GRAVITY	3'		3'	3'	6', PREFERRED 10'	6', PREFERRED 10'
STORM FORCE	3'	3'		3'	6', PREFERRED 10'	6', PREFERRED 10'
RECLAIM	3'	3'	3'		6', PREFERRED 10'	6', PREFERRED 10'
SANITARY GRAVITY	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'		6', PREFERRED 10'
SANITARY FORCE	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	6', PREFERRED 10'	

19. A 3' MINIMUM HORIZONTAL SEPARATION BETWEEN THE WATER AND SANITARY GRAVITY MAINS SHALL BE ALLOWED WHEN THE WATER MAIN IS INSTALLED IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF AT LEAST 6" ABOVE THE SANITARY GRAVITY MAIN.



STANDARD CONSTRUCTION DETAIL
POTABLE WATER DESIGN NOTES
(CONTINUED)

REV. 12/18

FILE NAME
W1.DOC

DETAIL REF:
W-1.1

20. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM CROSSING/VERTICAL SEPARATIONS (OUTSIDE TO OUTSIDE):

	WATER	STORM GRAVITY	STORM FORCE	RECLAIM	SANITARY GRAVITY	SANITARY FORCE
WATER		OVER STORM GRAVITY 6", PREFERRED 12"	OVER STORM FORCE 12"	OVER RECLAIM 12"	OVER SANITARY GRAVITY 6", PREFERRED 12"	OVER SANITARY FORCE 12"
		UNDER STORM GRAVITY 12"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
STORM GRAVITY	OVER WATER 12"		OVER STORM FORCE 6"	OVER RECLAIM 6", PREFERRED 12"	OVER SANITARY GRAVITY 6", PREFERRED 12"	OVER SANITARY FORCE 6", PREFERRED 12"
	UNDER WATER 6", PREFERRED 12"		UNDER STORM FORCE 6"	UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
STORM FORCE	OVER WATER 12"	OVER STORM GRAVITY 6"		OVER RECLAIM 12"	OVER SANITARY GRAVITY 12"	OVER SANITARY FORCE 12"
	UNDER WATER 12"	UNDER STORM GRAVITY 6"		UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
RECLAIM	OVER WATER 12"	OVER STORM GRAVITY 12"	OVER STORM FORCE 12"		OVER SANITARY GRAVITY 12"	OVER SANITARY FORCE 12"
	UNDER WATER 12"	UNDER STORM GRAVITY 6", PREFERRED 12"	UNDER STORM FORCE 12"		UNDER SANITARY GRAVITY 12"	UNDER SANITARY FORCE 12"
SANITARY GRAVITY	OVER WATER 12"	OVER STORM GRAVITY 12"	OVER STORM FORCE 12"	OVER RECLAIM 12"		OVER SANITARY FORCE 12"
	UNDER WATER 6", PREFERRED 12"	UNDER STORM GRAVITY 6", PREFERRED 12"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"		UNDER SANITARY FORCE 12"
SANITARY FORCE	OVER WATER 12"	OVER STORM GRAVITY 12"	OVER STORM FORCE 12"	OVER RECLAIM 12"	OVER SANITARY GRAVITY 12"	
	UNDER WATER 12"	UNDER STORM GRAVITY 6", PREFERRED 12"	UNDER STORM FORCE 12"	UNDER RECLAIM 12"	UNDER SANITARY GRAVITY 12"	



STANDARD CONSTRUCTION DETAIL
POTABLE WATER DESIGN NOTES
(CONTINUED)

REV. 12/18

FILE NAME
W1.DOC

DETAIL REF:
W-1.2

1. WATER DISTRIBUTION SYSTEM SHALL BE DESIGNED TO COMPLY WITH THE CITY'S LATEST FIRE/WATER FLOW CODE. ALL DEDICATED FIRE LINES SHALL BE INDEPENDENT OF ALL OTHER DOMESTIC WATER SERVICES.
2. ALL SINGLE AND DOUBLE RESIDENTIAL WATER SERVICES SHALL BE ENDOT ENDOPURE 1". COMMERCIAL SERVICES SHALL BE 1" OR 2" - NO 1-1/2" SERVICES ARE ALLOWED. POLYETHYLENE TUBING SHALL BE USED, IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 - A. POLYETHYLENE TUBING SHALL BE CTS 3408 HIGH DENSITY TUBING, BLUE IN COLOR, AND RATED FOR A MINIMUM OF 200 PSI WITH SDR OF 9 (CTS)
 - B. THE TUBING SHALL COME WITH A LIFETIME WARRANTY
 - C. THE TUBING SHALL HAVE A VIRGIN HIGH DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY
 - D. THE TUBING SHALL HAVE UV PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNLIGHT. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF ASTM D1248, D3350, D2239, D2737, NSF 14 AND AWWA C901
3. WATER SERVICES SHALL BE NORMALLY DOUBLE 1" SERVICES LOCATED AT SIDE LOT LINES. AT LOCATIONS WHERE SERVICES NEED TO BE OFFSET, SUCH AS AT FIRE HYDRANTS, FPL TRANSFORMERS, ETC., 1" SINGLE SERVICES SHALL BE SPECIFIED. THESE SERVICES MAY BE OFFSET A MAXIMUM OF 2' FROM SIDE LOT LINES.
4. APPROVED WATER VALVE TYPES ARE THE FOLLOWING:
 - RESILIENT SEATED GATE VALVES EQUAL TO OR LESS THAN 24" DIAMETER, PER AWWA C-515
 - BUTTERFLY VALVES GREATER THAN 24" DIAMETER, PER AWWA C-504
 - TAPPING VALVES WITH MECHANICAL TAPPING SLEEVE
5. WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACINGS OF 1,000'.
6. AT ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
7. WATER MAINS SHALL BE C-900 PVC, BLUE IN COLOR, OR DIP PRESSURE CLASS 350 STANDARD CEMENT LINED UNLESS OTHERWISE APPROVED BY THE CITY. WATER MAINS 10" OR GREATER SHALL BE DIP.
8. PVC FITTINGS 4-INCH THROUGH 36-INCH SHALL BE PVC (OR DIP 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 PVC 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.
9. ALL HDPE PIPE UTILIZED FOR WATER, FORCE MAIN AND/OR RECLAIMED WATER MAIN EXTENSIONS SHALL BE SDR 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.
10. ALL VALVES 2" AND LARGER SHALL BE S RESILIENT SEATED GATE VALVES (CORP STOPS ARE NOT ACCEPTABLE).
11. 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.
12. WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND A MAXIMUM DEPTH OF 48 INCHES FROM FINAL GRADE. CONFLICT LOCATIONS OR SPECIAL CIRCUMSTANCES NOT MEETING THESE REQUIREMENTS MAY BE APPROVED WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.



STANDARD CONSTRUCTION DETAIL
POTABLE WATER DESIGN NOTES

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15. 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 FAC 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, FAC.
16. 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. ALL SERVICES SHALL BE LOCKED AT THE TIME OF FINAL INSPECTION BY THE CONTRACTOR IN THE PRESENCE OF THE CITY INSPECTOR OR CITY PERSONNEL, AFTER THEY HAVE BEEN INSPECTED AND VERIFIED TO OPERATE PROPERLY.
17. ALL WATER VALVES SHALL BE ADJUSTED TO FINISHED GRADE AND THE CAPS PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.
18. WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS.
19. IN AREAS WHERE RECLAIMED WATER IS NOT AVAILABLE THE CONTRACTOR SHALL BE REQUIRED TO (UPON SATISFACTORY COMPLETION OF THE PRESSURE TEST) TRANSFER THE WATER FROM THE POTABLE WATER LINES TO THE RECLAIMED WATER LINES FOR UTILIZATION IN THEIR PRESSURE TEST.
20. 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
21. 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.
22. THE PHYSICAL TAKING OF WATER SAMPLE FOR BACTERIOLOGICAL TESTING SHALL BE DONE BY THE CITY'S LABORATORY PERSONNEL. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR AT LEAST TWO BUSINESS DAY PRIOR TO NEEDING SAMPLES TAKEN TO COORDINATE WITH THE LABORATORY. ALL SAMPLING FORMS WILL BE COMPLETED BY THE CITY'S DESIGNATED LABORATORY PERSONNEL. THE CITY'S LABORATORY WILL CONDUCT THE TESTING IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE RESULTS WILL BE FORWARDED TO THE CONTRACTOR AND ENGINEER OF RECORD. IF THE INITIAL DISINFECTION OR OTHER RESULTS INDICATE UNACCEPTABLE WATER QUALITY, THE MAIN SHALL BE RE-FLUSHED, RE-SAMPLED AND RE-TESTED. IF CHECK SAMPLES FAIL TO PRODUCE ACCEPTABLE RESULTS, THE CYCLE WILL BE REPEATED (FLUSH, CHLORINATE, SAMPLE, TEST, AND RE-FLUSH, RE-SAMPLE, RE-TEST, AS NEEDED) UNTIL SATISFACTORY RESULTS ARE OBTAINED.



STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES
(CONTINUED)

REV. 12/18

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W2.DOC

DETAIL REF:
W-2.1

23. 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(S) INDICATE THE WATER IS SAFE FOR CONSUMPTION, THE PUBLIC UTILITIES OFFICE WILL THEN SIGN OFF ON THE WATER CLEARANCE REQUEST.
24. 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 DEPARTMENT OF HEALTH AND AS-BUILTS ARE PROVIDED TO THE CITY PRIOR TO ANY PUBLIC USE OF THIS SYSTEM.
25. UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS, WATER VALVES SHALL BE COMPLETELY OPENED BY PUBLIC UTILITIES PERSONNEL. AT NO TIME SHALL CONTRACTOR OPERATE ANY EXISTING VALVES.
26. ALL FIRE HYDRANTS SHALL BE LOCATED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF A FIRE. THE PRIMARY HYDRANT PORT SHALL ALWAYS FACE THE STREET. 5 FEET MINIMUM RADIUS CLEAR AREA AROUND THE FIRE HYDRANT SHALL BE MAINTAINED.
27. ALL WATER SERVICES SHALL BE MARKED WITH AN "\/" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT.
28. ALL WATER VALVES SHALL BE MARKED WITH AN "X" 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.



STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES
(CONTINUED)

REV. 12/18

FILE NAME
W2.DOC

DETAIL REF:
W-2.2

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. 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.
3. 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.
4. 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.
5. CONTRACTOR SHALL PREPARE A SAFE, SECURE AND DRY EXCAVATION FOR THE TAPPING OF MAINS BY THE CITY. THE BOTTOM OF THE EXCAVATION SHALL HAVE A MINIMUM OF 6" THICK BEDDING OF #57 STONE. ALL EXCAVATIONS GREATER THAN 5 FEET IN DEPTH SHALL COMPLY WITH THE TRENCH SAFETY ACT.
6. THE CITY RESERVES THE RIGHT TO REQUIRE TIE-IN 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, RECLAIM WATER AND SANITARY FORCE MAINS) MAY BE REQUIRED ON ANY REQUESTED UTILITY OUTAGE AT THE DISCRETION OF PUBLIC UTILITIES DEPARTMENT TO MINIMIZE INTERRUPTION TO EXISTING UTILITY CUSTOMERS.
7. ALL METERS SHALL BE PROVIDED BY THE CITY IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. METERS AND VAULTS FOR METERS 2" OR LESS WILL BE PROVIDED AND INSTALLED BY THE CITY. METERS 4" OR GREATER WILL BE PROVIDED BY THE CITY AND INSTALLED BY THE OWNER/DEVELOPER/CONTRACTOR. ALL UNDERGROUND VAULTS FOR METERS 4" OR GREATER WILL BE PROVIDED AND INSTALLED BY THE OWNER/DEVELOPER/CONTRACTOR. NOTE: LARGE COMMERCIAL RECLAIMED WATER METERS GREATER THAN 4" TAKE A MINIMUM OF 6 WEEKS FOR DELIVERY AFTER FEES ARE PAID TO THE CITY.
8. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID.
9. 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.
10. 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.
11. 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.
12. ALL PVC PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR ANY DEFORMATION.
13. 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.
14. ALL POTABLE WATER MAINS SHALL USE A THRUST RESTRAINT JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) GUIDELINES. IN THE EVENT THAT PVC PIPE IS SPECIFIED, THE RESTRAINT JOINT SHALL BE MODIFIED IN ACCORDANCE WITH THE RECOMMENDED ADDITIONAL RESTRAINT LENGTH REQUIRED FOR PIPE WRAPPED WITH POLYETHYLENE.



STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES

FILE NAME
W2.DOC

DETAIL REF:
W-2

REV. 12/18

WATER SERVICE MATERIALS

DUCTILE IRON

MATERIAL	ASTM A536 MINIMUM GRADE 70-50-5 IN ACCORDANCE WITH AWWA C153 (ANSI A21.53)
PRESSURE	CLASS 350 IN ACCORDANCE WITH AWWA C153 (ANSI A21.53) 350 PSI WATER WORKING PRESSURE
TESTING	IN ACCORDANCE WITH AWWA C153 (ANSI A21.53) THREE TIMES WATER WORKING PRESSURE (350 PSI) BODY CAPABLE OF WITHSTANDING HYDROSTATIC TEST OF 1050 PSI
FLOW	IE EQUAL TO ID OF CLASS 50/51 DUCTILE IRON PIPE, THUS ALLOWING THE FULL FLOW FEATURE
LAYING LENGTH	SHORT BODY (COMPACT)
CEMENT LINING	IN ACCORDANCE WITH AWWA C104 (ANSI A21.4)
MECHANICAL JOINTS	IN ACCORDANCE WITH AWWA C111 (ANSI A21.11)
GASKETS	SBR IN ACCORDANCE WITH AWWA C111 (ANSI A21.11)
TEE HEAD BOLTS	COR-TEN IN ACCORDANCE WITH AWWA C111 (ANSI A21.11)
ACCEPTABLE MANUFACTURERS	TYLER, CLOW, GRIFFIN, U.S. PIPE, UNION FOUNDRY, AMERICAN CAST IRON, OR APPROVED EQUALS

POLYETHYLENE TUBING – (BLUE WITH UV PROTECTION (SDR-9) 1" & 2" ONLY)

MANUFACTURER	MODEL #
ENDOT ENDOPURE	ENDOTRACE W/#10 COPPERHEAD TRACER WIRE



STANDARD CONSTRUCTION DETAIL
POTABLE WATER APPROVED
PRODUCTS

REV. 12/18

FILE NAME
W3.DOC

DETAIL REF:
W-3.1

CORPORATION STOP 1"

MANUFACTURER	MODEL #
FORD	F-1100-4

CURB STOP – STRAIGHT BALL METER VALVE W/ BARREL LOCKS

MANUFACTURER	MODEL #
FORD	B-94-324W (SINGLE SERVICE) B-91-223W (DOUBLE SERVICE)

"U" BRANCH (1" X ¾")

MANUFACTURER	MODEL #
FORD	U-48-43-6.5

JOINTS RESTRAINED – PVC AND DIP

MANUFACTURER	MODEL #
EBBA IRON INC.	SERIES 1100/1500/1600 2000/2500/2800
SIGMA	ONE-LOCK SLD; ONE-LOCK SLC; PV-LOK FOR PVC
SMITH-BLAIR	CAM-LOCK (111 & 120) ; BELL-LOCK (115 & 165)
STAR PIPE	STARGRIP SERIES 1000/1100/1200 3000/ 4000



STANDARD CONSTRUCTION DETAIL
POTABLE WATER APPROVED
PRODUCTS

REV. 12/18

FILE NAME
W3.DOC

DETAIL REF:
W-3.2

FIRE HYDRANT (5 ¼" BARREL)

MANUFACTURER	MODEL #
AMERICAN AVK CO.	SERIES #2780
AMERICAN DARLING	5 ¼" B-84-B5
CLOW	MEDALLION #F-2545 SS
EJ GROUP, INC.	WATERMASTER 5 ¼" #5CD250
KENNEDY	GUARDIAN K81-D
MUELLER	A423 SUPER CENTURION 250

AIR RELEASE VALVES

MANUFACTURER	MODEL #
VENT-O-MAT	RBX 2521

GATE VALVES AND TAPPING VALVES – RESILIENT SEATED (AWWA C509 AND C515) 24" OR SMALLER (VALVE WEDGE TO BE COMPLETE ENCLOSED WITH EPDM RUBBER)

MANUFACTURER	MODEL #
AMERICAN AVK CO.	SERIES 3, 18, 25, 45, 55, & 66
AMERICAN FLOW CONTROL	SERIES 2500
CLOW	MODEL 2638 AND 2639
KENNEDY	C509, C515
MUELLER	A-2360, A-2361, T-2360 & T-2361

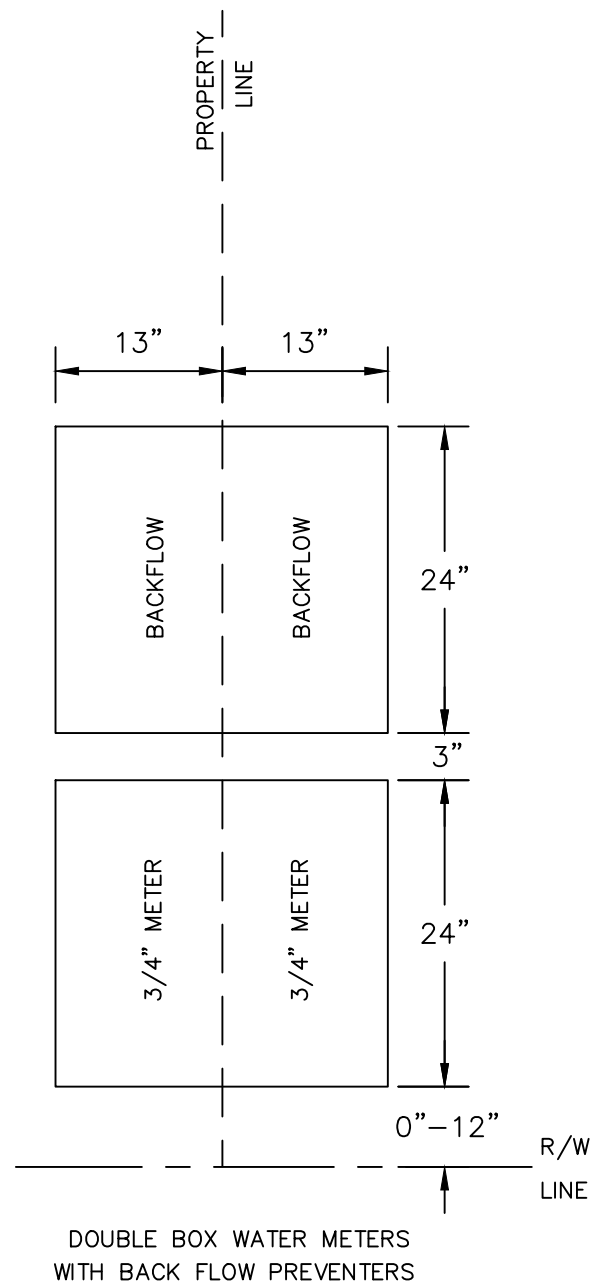
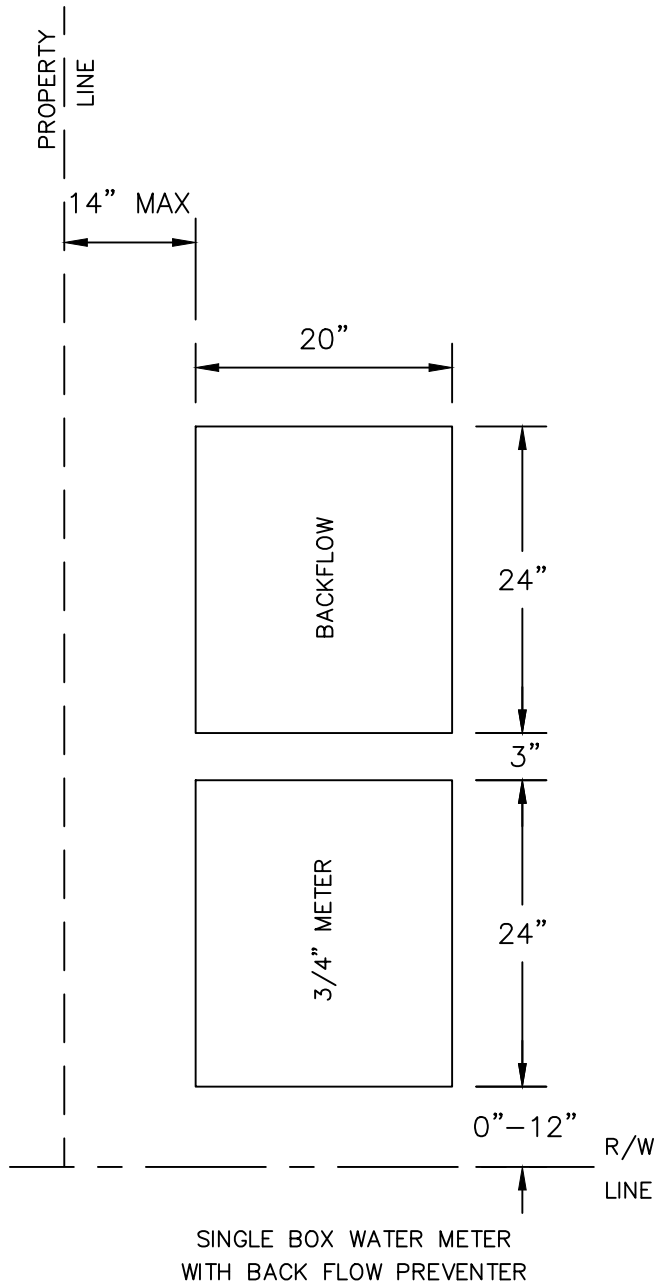


STANDARD CONSTRUCTION DETAIL
POTABLE WATER APPROVED
PRODUCTS

REV. 12/18

FILE NAME
W3.DOC

DETAIL REF:
W-3



STANDARD CONSTRUCTION DETAIL
POTABLE WATER METER BOX LAYOUT

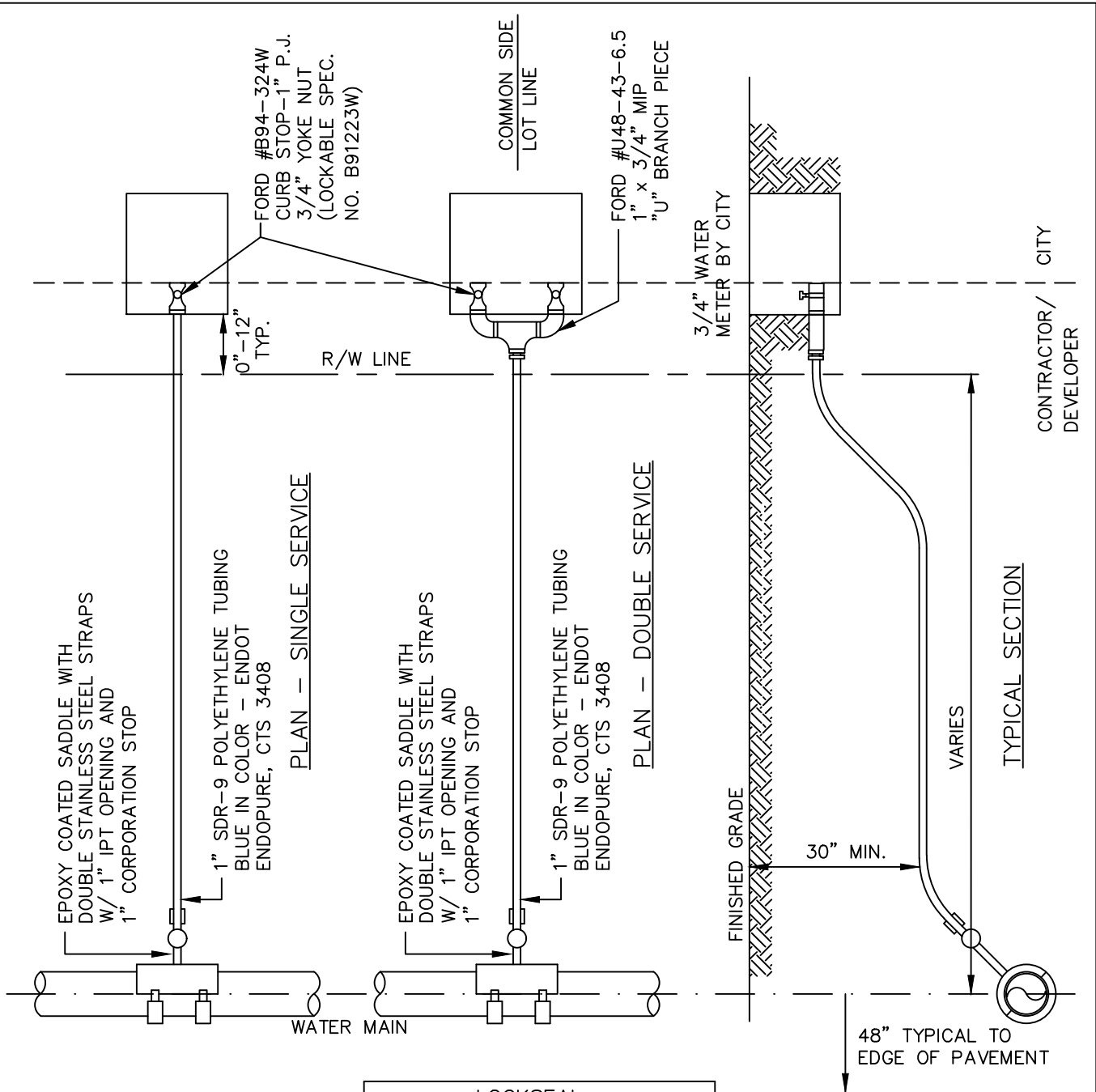
REV. 12/18

FILE NAME:

W4.DWG

DETAIL REF:

W-4



NOTE:

1. ALL VALVES SHALL BE FULL PORT.
2. DEVELOPER SHALL PROVIDE AND INSTALL BULLET LOCKS ON ALL VALVES PRIOR TO FINAL ACCEPTANCE.
3. POLYTUBING SHALL BE CONTINUOUS WITH NO COUPLINGS.



STANDARD CONSTRUCTION DETAIL
3/4"-1" METER SIZES POTABLE WATER
SERVICE CONNECTION

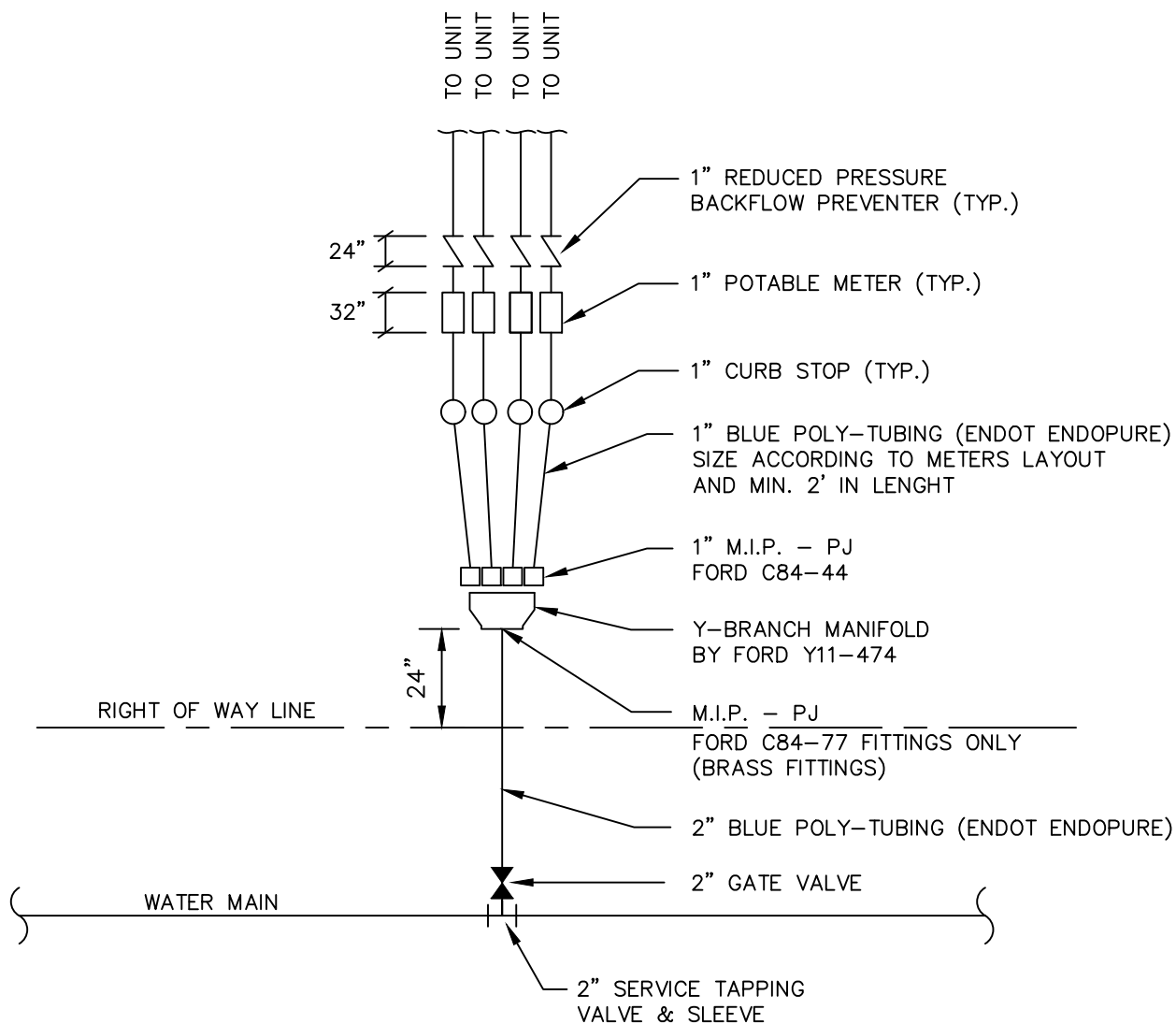
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FILE NAME:

W5.DWG

DETAIL REF:

W-5



NOTES:

1. Y-BRANCH MANIFOLD AND 2" GATE VALVE SHALL BE LOCATED ON GRASS AREA WHEREVER AND WHENEVER POSSIBLE.



STANDARD CONSTRUCTION DETAIL
MULTIPLE POTABLE WATER COMMERCIAL
CONNECTION SCHEMATIC

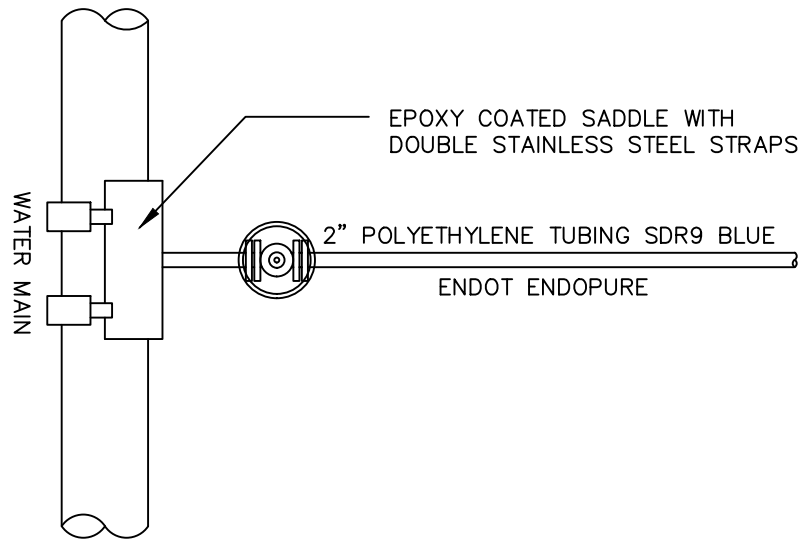
REV. 12/18

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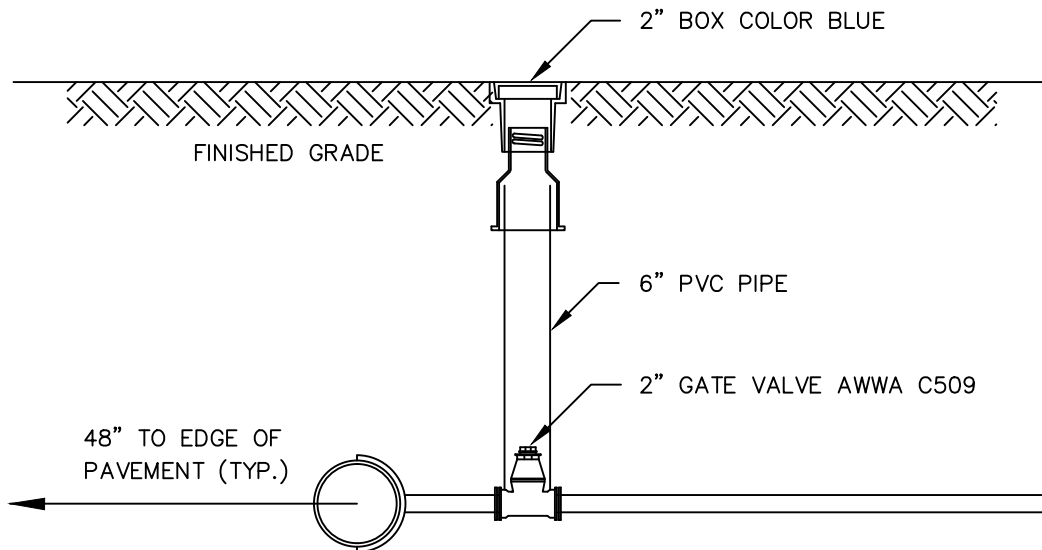
W6.DWG

DETAIL REF:

W-6



PLAN



TYPICAL SECTION



STANDARD CONSTRUCTION DETAIL
2" METER SIZE POTABLE WATER
SERVICE CONNECTION

REV. 12/18

FILE NAME:

W7.DWG

DETAIL REF:

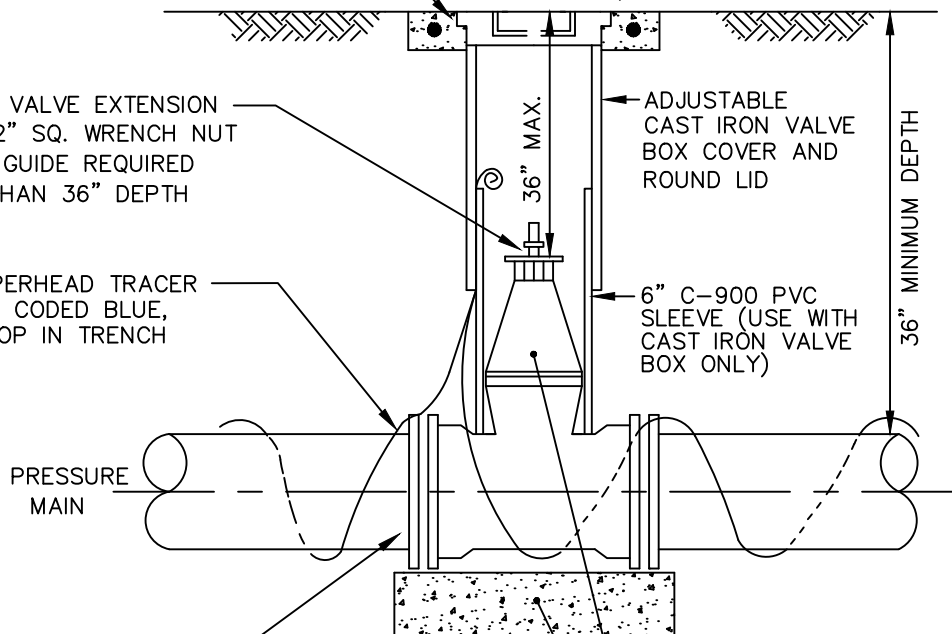
W-7

24" DIA.x6" CAST-IN-PLACE
CONCRETE COLLAR WITH #4
RE-BAR RING AT CENTER

WORD "WATER" ON
COVER AT FINISHED
GRADE (ROUND,
PAINTED BLUE)

ADJUSTABLE VALVE EXTENSION
ASSEMBLY, 2" SQ. WRENCH NUT
AND UPPER GUIDE REQUIRED
FOR MORE THAN 36" DEPTH

No. 10 COPPERHEAD TRACER
WIRE, COLOR CODED BLUE,
LAYED ON TOP IN TRENCH



USE RESTRAINED JOINTS TO
PREVENT MOVEMENT (THRUST
BLOCKING NOT ALLOWED)

16"x16"x6" PRECAST
BLOCK OR MIN. 6"
THICK # 57 STONE (TYP.)

AWWA C509 & 515 DUCTILE IRON BODIED
EPOXY COATED RESILIENT WEDGE GATE
VALVE WITH 2" OPERATING NUT; WRENCH
NUT OPEN COUNTER-CLOCK WISE

NOTE:

1. BOLT VALVES TO TEE OR CROSS WHEREVER AND WHENEVER APPLICABLE.
2. GATE VALVE WEDGE SHALL BE COMPLETELY ENCAPSULATED WITH EPDM RUBBER.
3. ALL OUTSIDE HEX NUTS, BOLTS AND HARDWARES (EXCEPT MECHANICAL BOLTS SUCH AS "T" BOLTS) SHALL BE MINIMUM 316 STAINLESS STEEL GRADE.



STANDARD CONSTRUCTION DETAIL
4"-16" VALVE SIZE POTABLE WATER
VALVE BOX

REV. 12/18

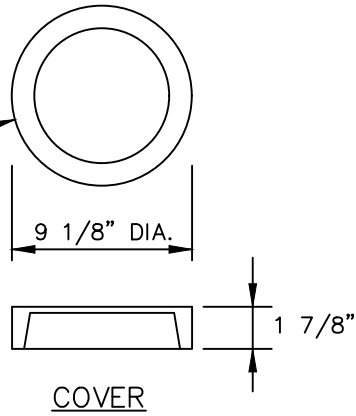
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W8.DWG

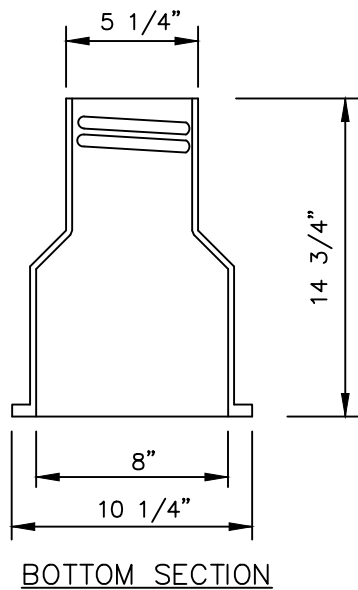
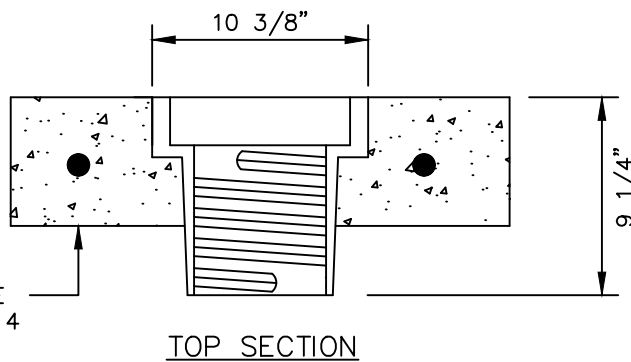
DETAIL REF:

W-8

COVER COLOR BLUE
LABELED WITH "WATER"



24"DIA.x6" CAST-IN-PLACE
CONCRETE COLLAR WITH # 4
RE-BAR RING AT CENTER



STANDARD CONSTRUCTION DETAIL
POTABLE WATER VALVE BOX COVER AND LID

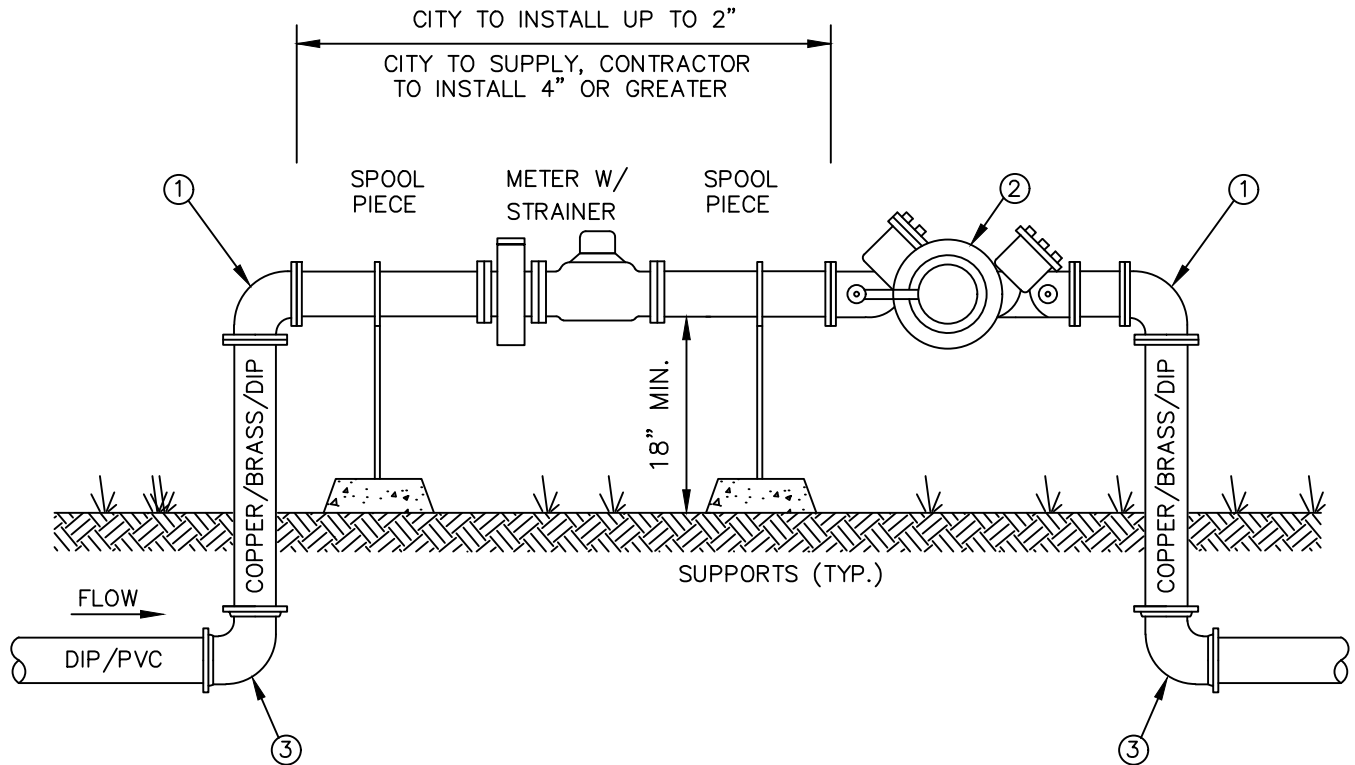
REV. 12/18

FILE NAME:

W9.DWG

DETAIL REF:

W-9



M A T E R I A L S
 2" – COPPER OR BRASS
 4" TO 10" – DIP

ITEM	QUANT.	DESCRIPTION
1	2	90° BEND (FLG. & FLG.)
2	1	2"-10" BACKFLOW PREVENTER
3	2	90° BEND (MJ. & MJ.)

NOTES:

- ALL DEVICES SHALL BE PAINTED TO COMPLY WITH FLORIDA ADMINISTRATIVE CODE CHAPTER 62-555 AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CROSS-CONNECTION CONTROL PROGRAM, AS FOLLOWS:

WATER MAIN – BLUE
 FIRE MAIN – RED
 RECLAIM WATER MAIN – PURPLE

- LENGTH OF SPOOL PIECES BEFORE AND AFTER METER BASED ON METER MANUFACTURER'S RECOMMENDATION.



STANDARD CONSTRUCTION DETAIL
 2"-10" METER WATER SERVICE W/
 BACKFLOW PREVENTER

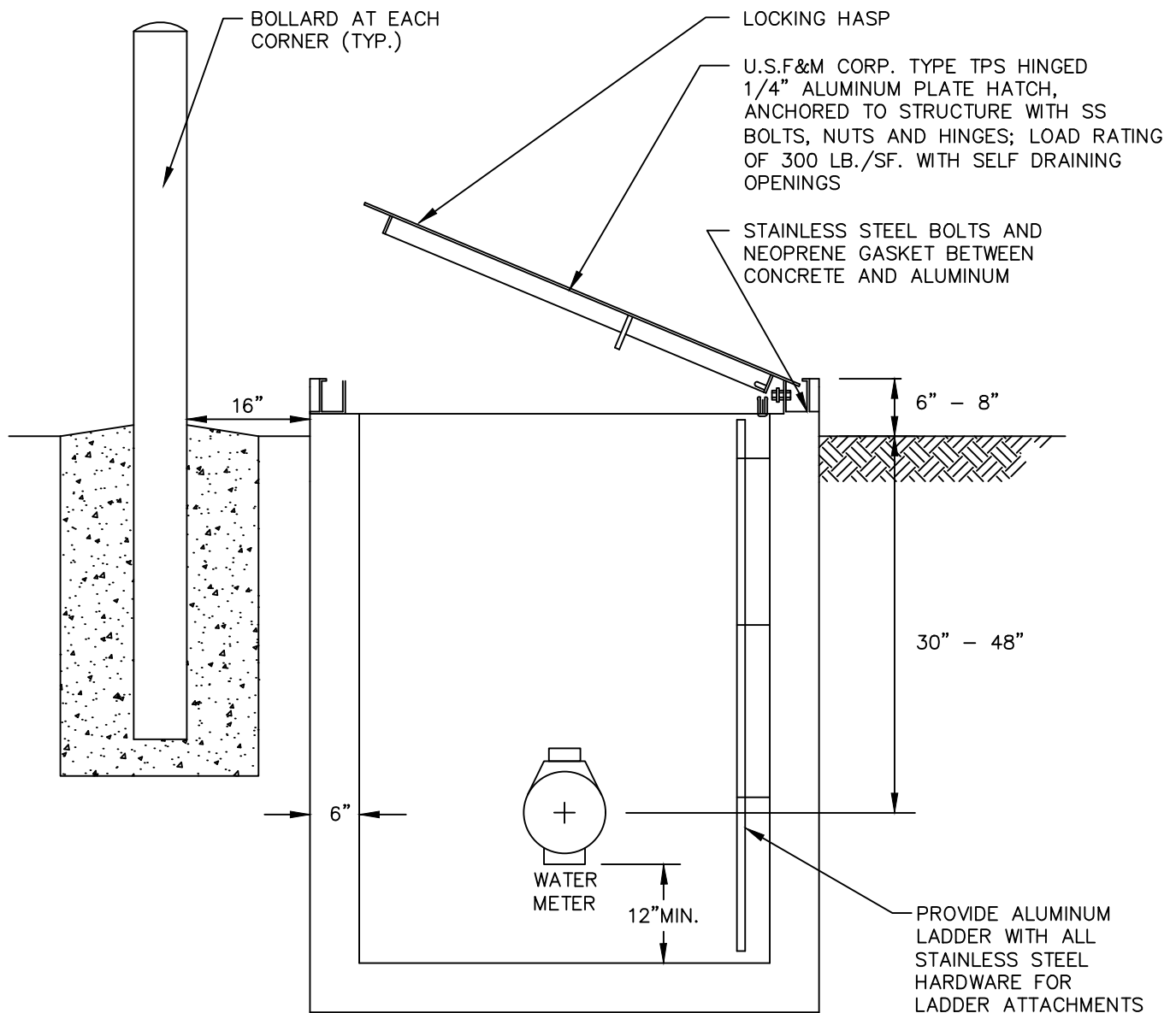
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FILE NAME:

W10.DWG

DETAIL REF:

W-10



NOTES:

1. BOX SHOULD BE SIZED TO MATCH PROPOSED METER SIZE REQUIREMENTS.
2. VERIFY ACTUAL METER BOX DIMENSIONS WITH CITY PRIOR TO ORDERING AND/OR INSTALLATION.
3. THE CITY OF PORT ORANGE WILL PROVIDE AT COST TO THE OWNER PRECAST METER VAULTS FOR WATERLINES 30" OR LESS IN DEPTH.



STANDARD CONSTRUCTION DETAIL
4" METER AND LARGER SIZE
UNDERGROUND POTABLE WATER METER BOX

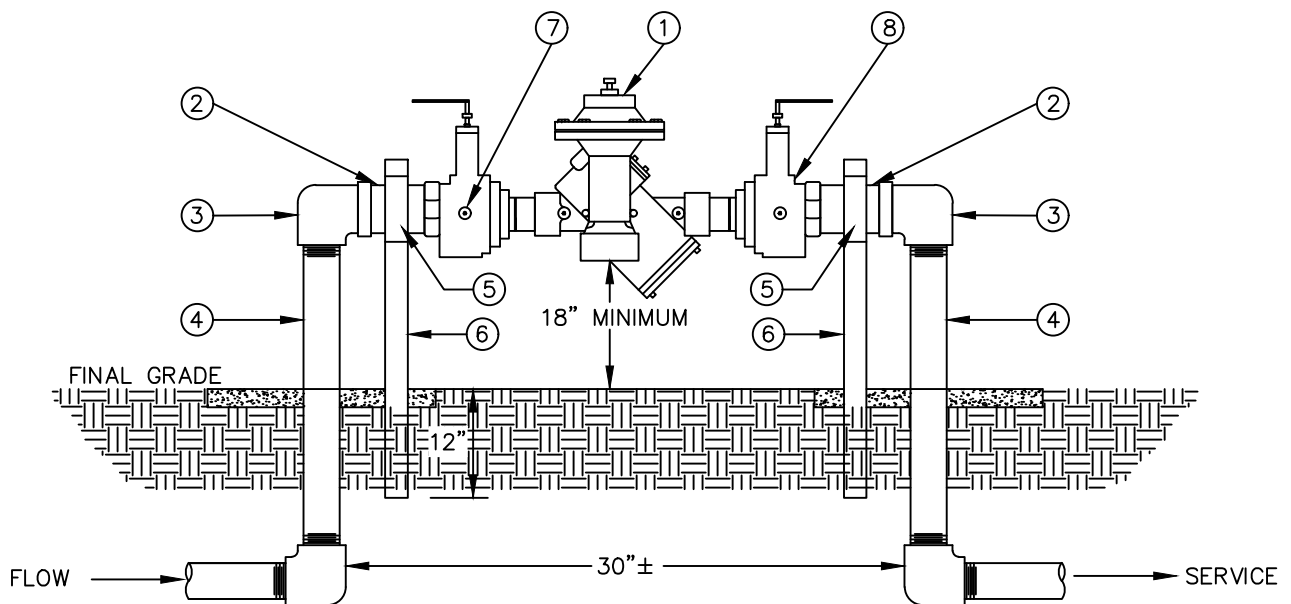
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FILE NAME:

W1.DWG

DETAIL REF:

W-11



M A T E R I A L S		
ITEM	QUANT.	DESCRIPTION
1	1	2" BACKFLOW PREVENTER ASSEMBLY
2	2	2" X NOM. NIPPLES - BRASS
3	2	2" X 90° ELBOWS - HARD COPPER/BRASS
4	2	2" X VARIES RISER - HARD COPPER/BRASS
5	2	SS CLAMPS
6	2	SS UNI-STRUT OR EQUIVALENT
7	2	TEST COCK
8	2	BALL VALVE

NOTES:

1. ALL 2" AND SMALLER BACKFLOW PREVENTER MUST BE STABILIZED WITH CHANNEL OR NON-CORROSIVE UNI-STRUT OR EQUIVALENT AND APPROPRIATE CLAMPS.
2. DOUBLE CHECK VALVES MAY BE INSTALLED IN UNDERGROUND VAULTS.
3. ALL COMMERCIAL PROPERTIES ARE REQUIRED BY ORDINANCE TO HAVE A BACKFLOW DEVIDE INSTALLED AND ANNUALLY TESTED WITH PASSING RESULTS FORWARDED TO THE CITY PUBLIC UTILITIES DEPARTMENT.
4. FOR FURTHER INFORMATION CONCERNING BACKFLOW PREVENTERS SEE CITY OF PORT ORANGE "MANUAL OF CROSS-CONNECTION CONTROL".
5. ALL DEVICES SHALL BE PAINTED TO COMPLY WITH FLORIDA ADMINISTRATIVE CODE CHAPTER 62-555 AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CROSS-CONNECTION CONTROL PROGRAM. BLUE FOR DOMESTIC WATER, PURPLE FOR RECLAIMED WATER AND RED FOR FIRE LINE.



STANDARD CONSTRUCTION DETAIL
2" BACKFLOW PREVENTER
DOUBLE CHECK OR REDUCED PRESSURE

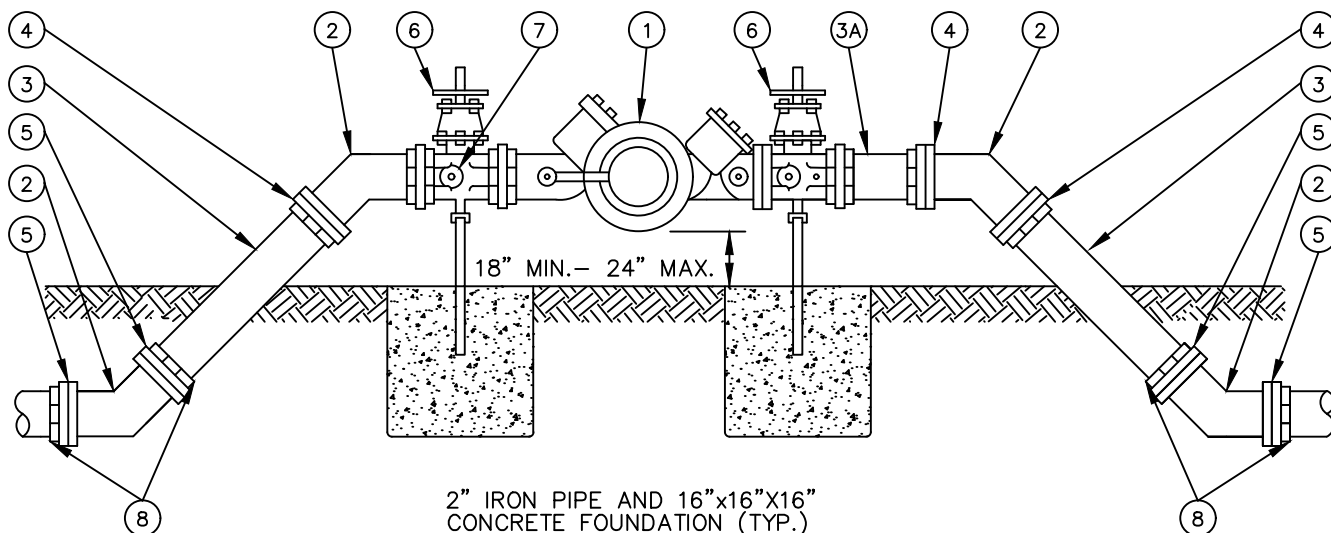
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FILE NAME:

W12.DWG

DETAIL REF:

W-12



M A T E R I A L S		
ITEM	QUANT.	DESCRIPTION
1	1	4" TO 8" VALVE, REDUCED PRESSURE PRINCIPLE
2	4	4" TO 8" BEND - 45°, CAN BE REPLACED WITH 90° BENDS
3	2	4" TO 8" ADAPTER, CI F - PE
3A	1	4" TO 8" ADAPTER, CI F - PE (OPT.)
4	3	4" TO 8" ADAPTER FLANGE DIP
5	2	4" TO 8" ADAPTER FLANGE PVC (DR18)
6	2	3" TO 8" VALVE, GATE, CI, F-F
7	1 OR 2	TEST COCK
8	2	MJ 45° OR 90° MEGALUG OR RESTRAINED JOINT

NOTES:

1. FIELD ADJUST AND CUT ITEM 3 TO THE PROPER LENGTH.
2. DO NOT INTERCHANGE ITEMS 4 AND 5.
3. ALL COMMERCIAL PROPERTIES ARE REQUIRED BY ORDINANCE TO HAVE A BACKFLOW DEVICE INSTALLED AND ANNUALLY TESTED WITH PASSING RESULTS FORWARDED TO THE CITY PUBLIC UTILITIES DEPARTMENT.
4. FOR FURTHER INFORMATION CONCERNING BACKFLOW PREVENTERS SEE CITY OF PORT ORANGE "MANUAL OF CROSS-CONNECTION CONTROL".
5. ALL DEVICES SHALL BE PAINTED TO COMPLY WITH FLORIDA ADMINISTRATIVE CODE CHAPTER 62-555 AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CROSS-CONNECTION CONTROL PROGRAM. BLUE FOR DOMESTIC WATER, PURPLE FOR RECLAIMED WATER AND RED FOR FIRE LINE.



STANDARD CONSTRUCTION DETAIL
4"-8" BACKFLOW PREVENTER
REDUCED PRESSURE

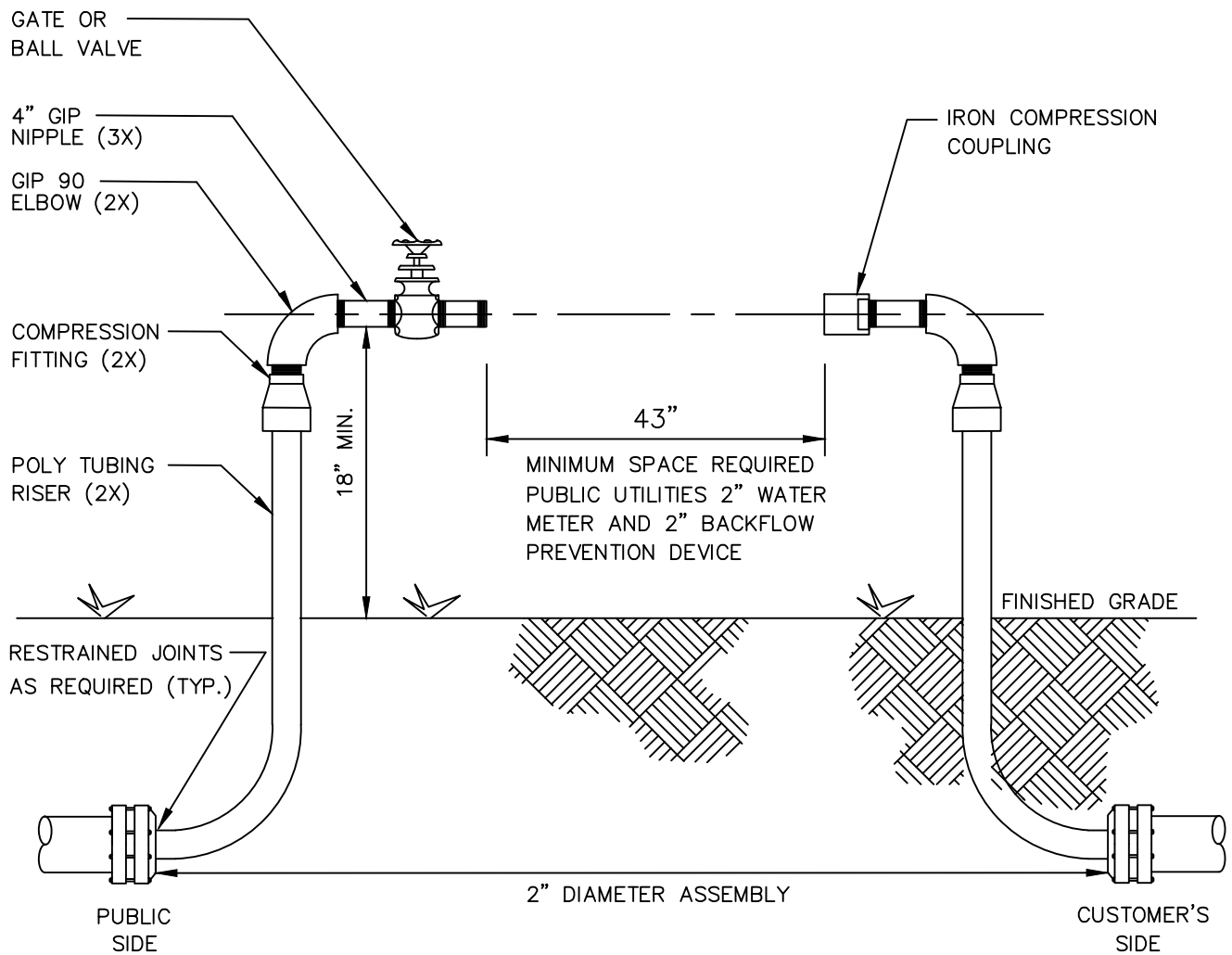
REV. 12/18

FILE NAME:

W13.DWG

DETAIL REF:

W-13



NOTE:

1. PROVIDE SUPPORT OR PROTECTIVE POSTS UNDER METER AND BACKFLOW PREVENTION DEVICE.



STANDARD CONSTRUCTION DETAIL
2" TEMPORARY METER ASSEMBLY

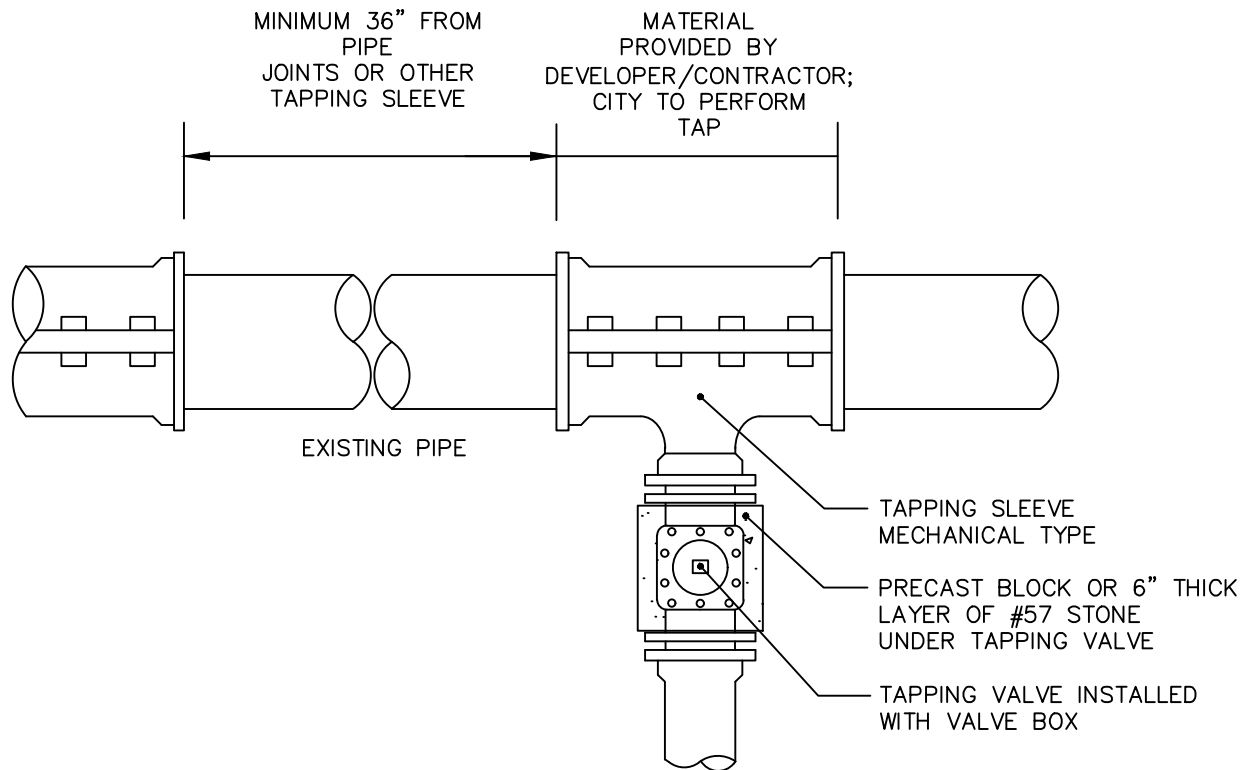
REV. 12/18

FILE NAME:

W14.DWG

DETAIL REF:

W-14



NOTES:

1. TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. ALL MATERIALS TO BE PROVIDED BY DEVELOPER/CONTRACTOR.
2. EXCAVATIONS FOR TAPPING WORK TO BE SAFE, SECURE AND DRY, WITH 6" THICK (MIN.) LAYER OF #57 STONE AT BOTTOM.
3. CITY ALLOWS ONLY 1", 2", 4", 6", 8", 10" AND 12" TAPS.
4. REQUIRED RESTRAINED JOINTS TO BE INSTALLED – THRUST BLOCKS ARE NOT PERMITTED.
5. EPOXY COATED STEEL, STAINLESS STEEL SLEEVES WITH 316 STAINLESS STEEL BOLTS ARE PERMITTED FOR ALL TYPES OF PIPE MATERIALS.
6. ALL VALVES 2" OR GREATER SHALL BE GATE VALVES. CORPORATION STOPS ALLOWED ON BLOW-OFFS ONLY.



STANDARD CONSTRUCTION DETAIL
TAPPING VALVE AND SLEEVE

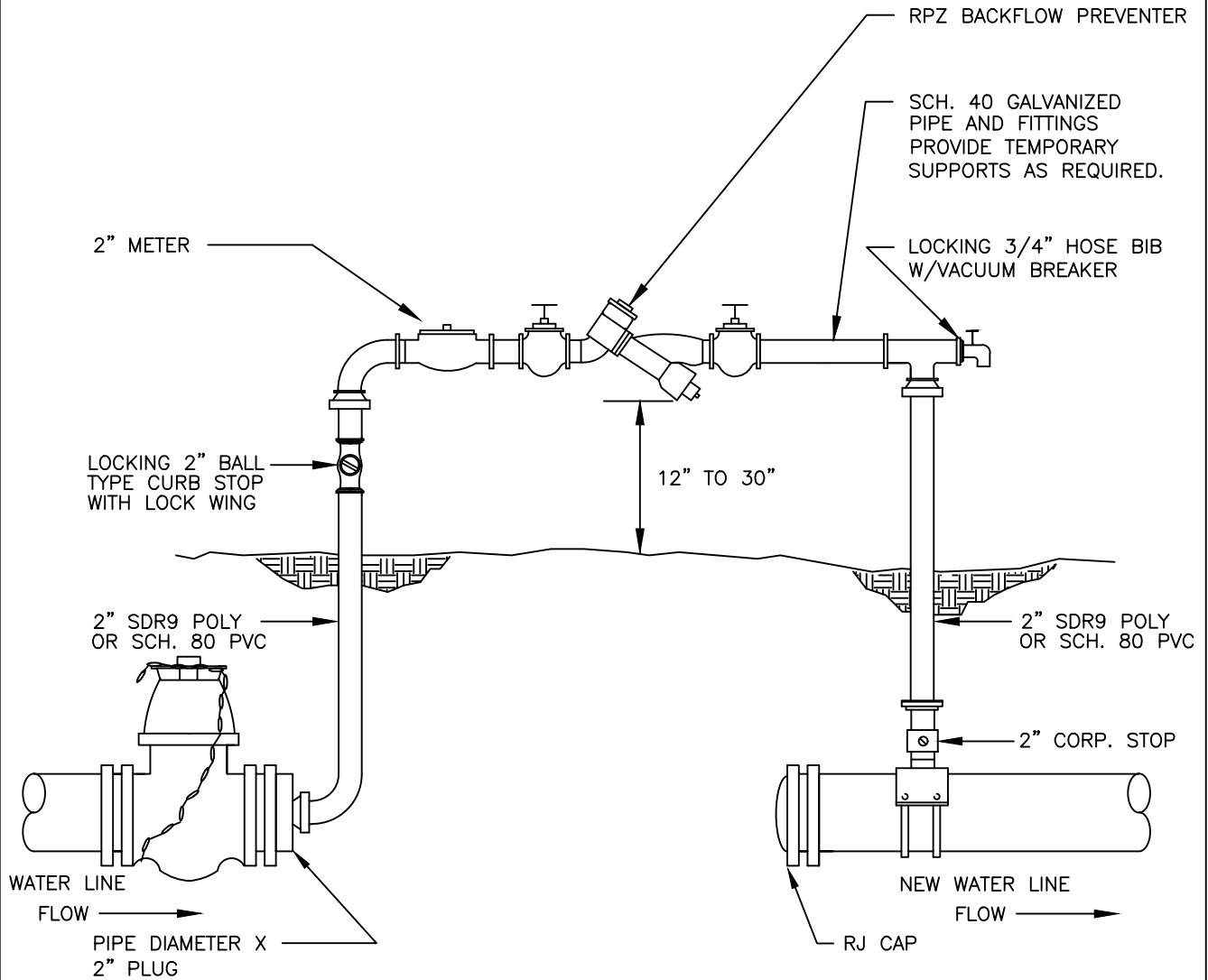
REV. 12/18

FILE NAME:

W15.DWG

DETAIL REF:

W-15



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.
2. FINAL SECONDARY TIE-INS SHALL BE PERFORMED AFTER CLEARANCE FROM FDEP.
3. PROVIDE SUPPORT AND/OR PROTECTIVE MEASURES TO PREVENT ABOVE GROUND PIPE BEING BROKEN.
4. DIRECT TIE-IN METHOD ALLOWED WHEN TIE-IN UNDER EXISTING PAVEMENT LIMITS.



STANDARD CONSTRUCTION DETAIL
TEMPORARY JUMPER CONNECTION

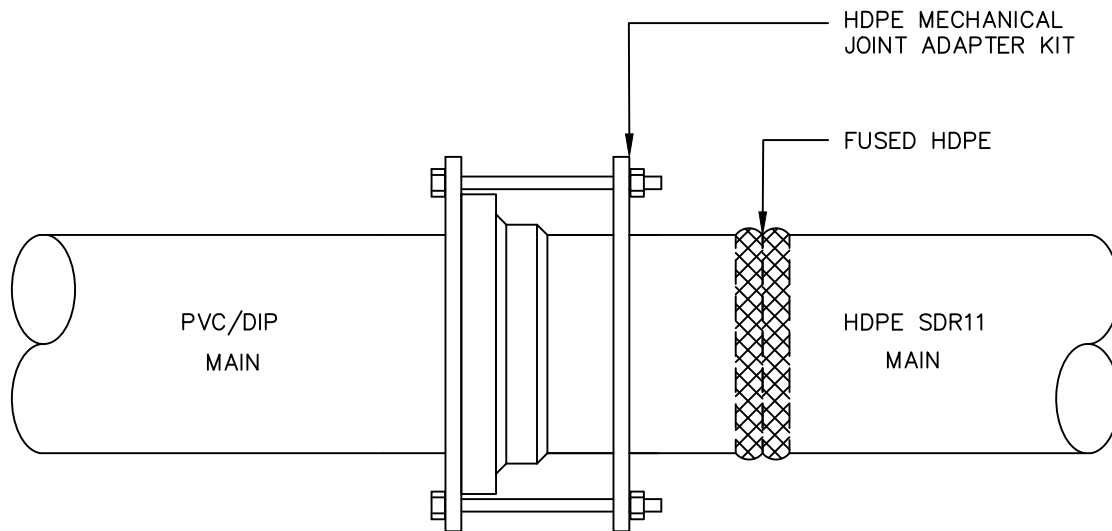
REV. 12/18

FILE NAME:

W16.DWG

DETAIL REF:

W-16



NOTE:

1. THE MJ ADAPTER KIT CONSIST OF: HDPE MJ ADAPTOR WITH METAL INSERT, METAL GLAND, GASKET, ATTACHMENT BOLTS AND NUTS.
2. RESTRAIN PER DIPRA STANDARDS FOR POLYETHYLENE ENCASED PIPE AND 150 PSI DESIGN PRESSURE.



STANDARD CONSTRUCTION DETAIL
PVC TO HDPE ADAPTOR

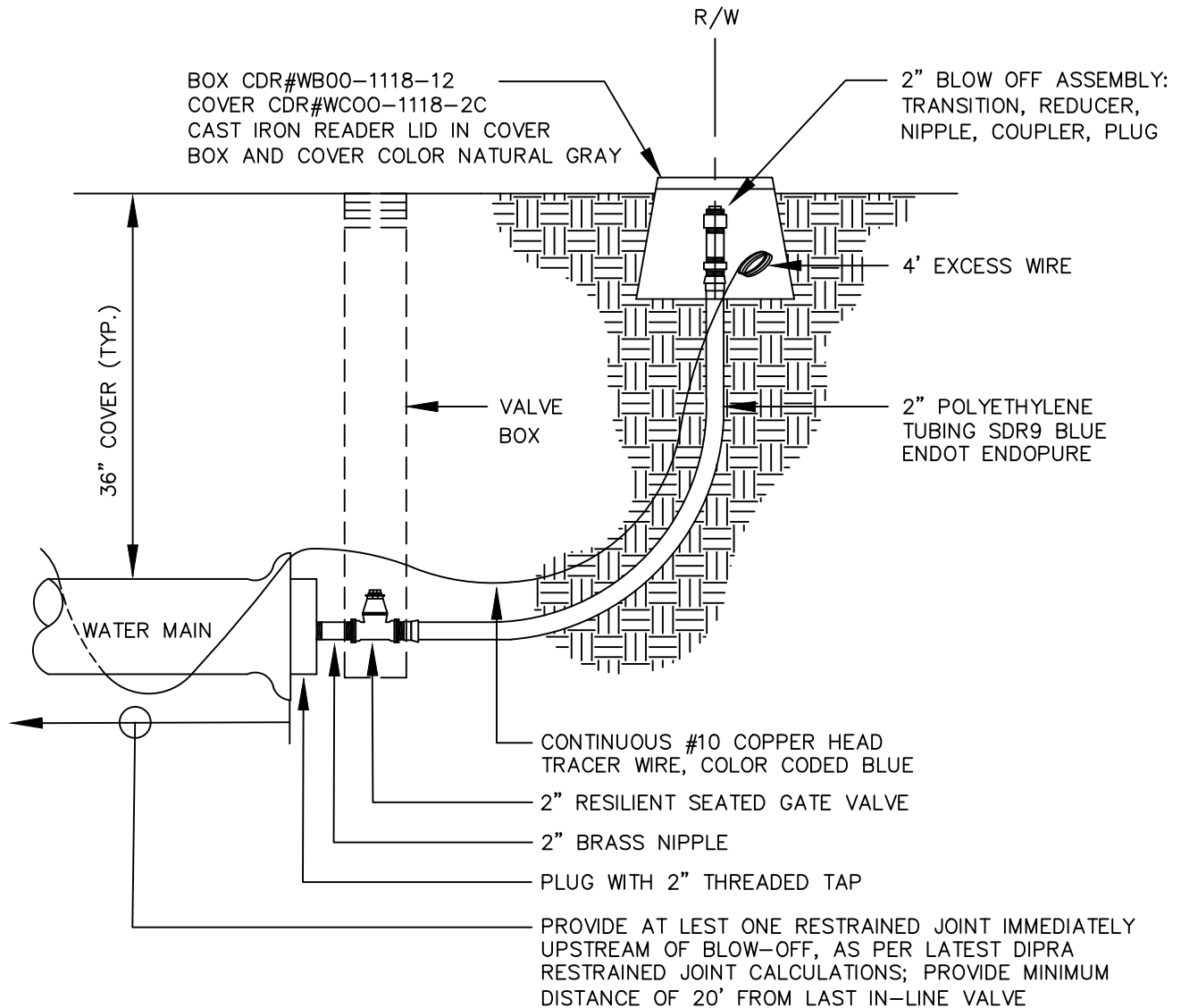
REV. 12/18

FILE NAME:

W17.DWG

DETAIL REF:

W-17



STANDARD CONSTRUCTION DETAIL
POTABLE WATER
BLOW-OFF ASSEMBLY

REV. 12/18

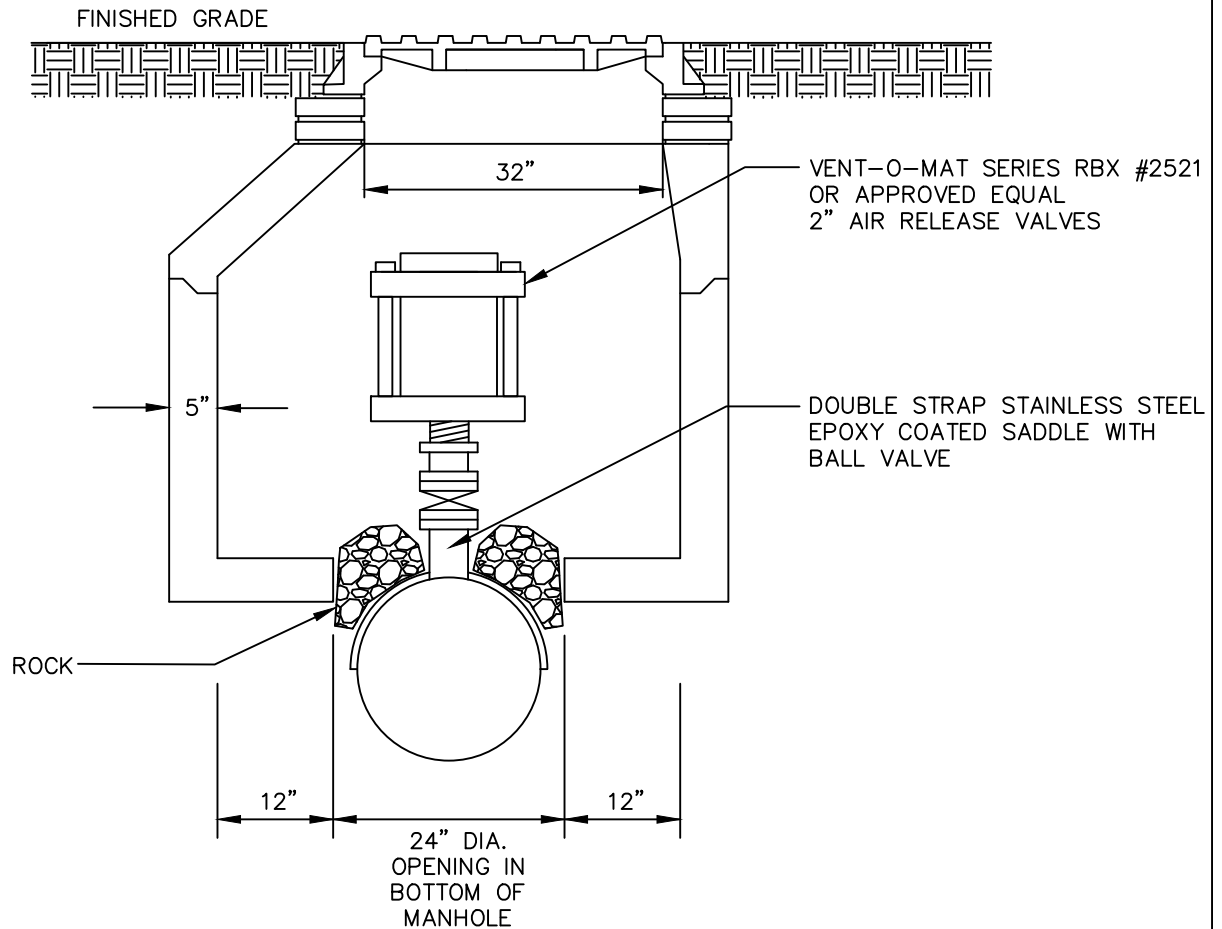
FILE NAME:

W18.DWG

DETAIL REF:

W-18

U.S.F. No. 667 RING, CR & BJ,
WITH 4 TO 6 1" HOLES IN COVER;
COVER SHALL BE LABELED WATER,
OR RECLAIMED WATER, AS
APPROPRIATE



NOTES:

1. ALL AIR RELEASE MANHOLES MUST HAVE MANHOLE COVERS THAT WILL VENT GASSES.



STANDARD CONSTRUCTION DETAIL
AIR RELEASE VALVE PIT

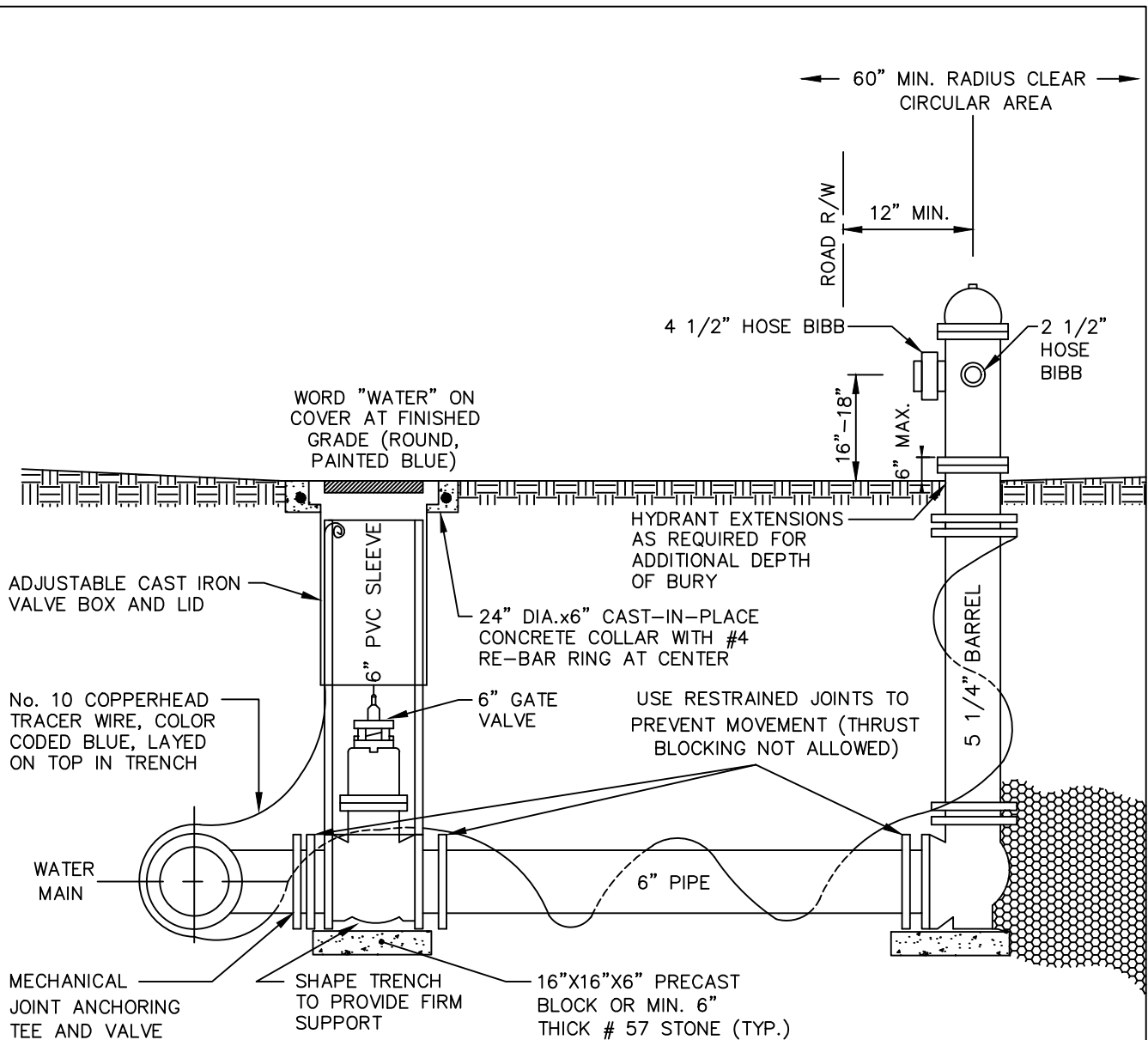
REV. 12/18

FILE NAME:

W19.DWG

DETAIL REF:

W-19



NOTES:

1. HYDRANTS SHALL BE BREAK AWAY TYPE WITH PUMPER NOZZLE FACING STREET.
1. HYDRANTS SHALL BE NON-DRAINING TYPE.
2. HYDRANTS TO BE PAINTED EMERGENCY YELLOW AT MANUFACTURE-EPOXY OR POLYURETHANE.
3. HOSE BIBBS TO BE AMERICAN STANDARD THREADS.
4. ADJUSTABLE TRENCH ADAPTOR ASSEMBLY REQUIRED FOR ALL VALVES GREATER THAN 36" DEEP.
5. INSTALL AT SIDE LOT LINES OR AT CORNERS OF ROADWAY INTERSECTIONS (TYP.).
6. ALL OUTSIDE HEX NUTS, BOLTS AND HARDWARES (EXCEPT MECHANICAL BOLTS SUCH AS "T" BOLTS) SHALL BE MINIMUM 316 STAINLESS STEEL GRADE.
7. THE INTERNAL UPPER AND LOWER STEM SHALL BE MINIMUM 304 STAINLESS STEEL GRADE.



STANDARD CONSTRUCTION DETAIL
FIRE HYDRANT ASSEMBLY

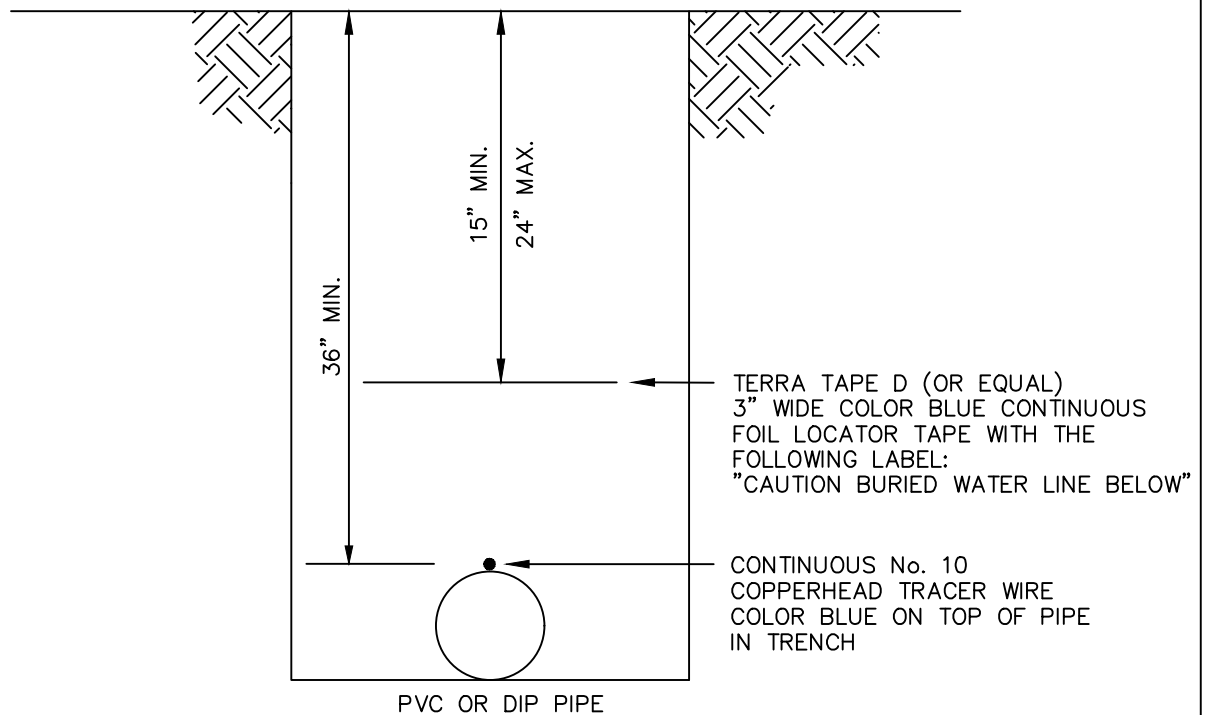
REV. 12/18

FILE NAME:

W20.DWG

DETAIL REF:

W-20



NOTE:

1. CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES.
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

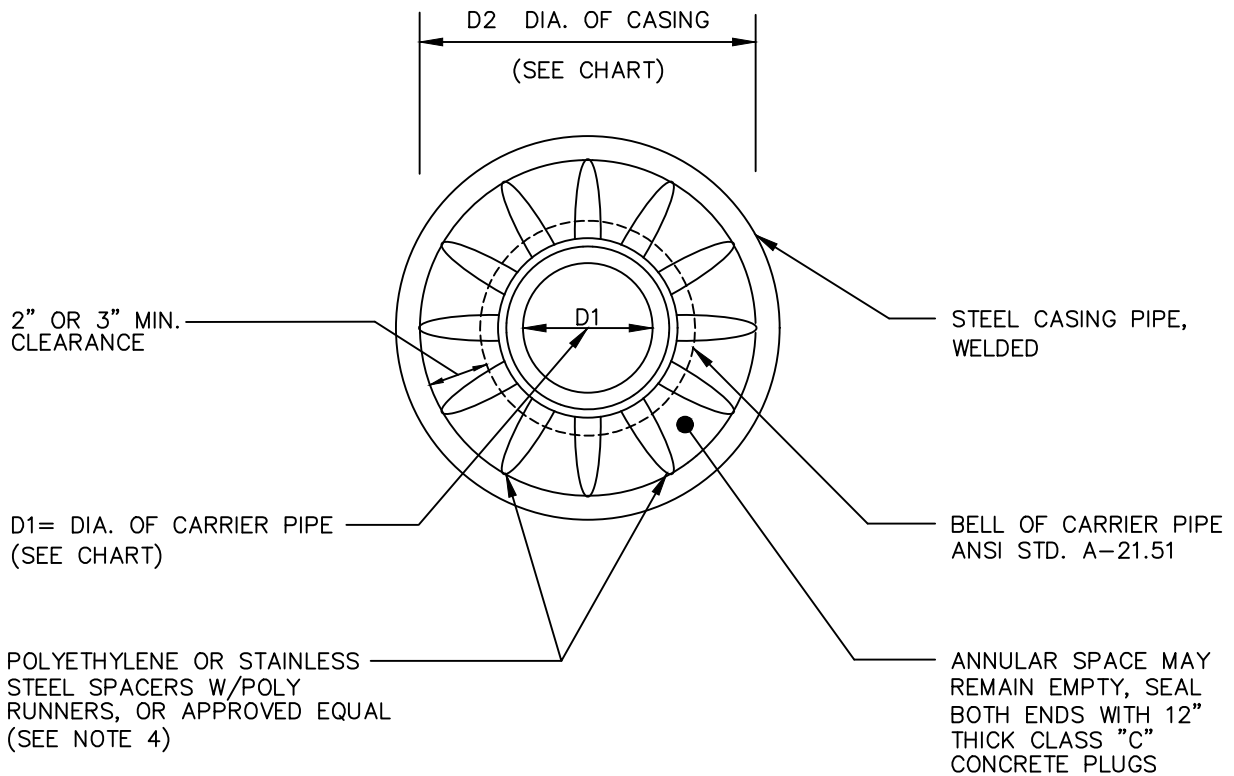
REV. 12/18

FILE NAME:

W21.DWG

DETAIL REF:

W-21



CARRIER PIPE AND MINIMUM CASING PIPE SIZES (INCHES)														
CARRIER PIPE NOM. DIA. (D1)	4	6	8	10	12	14	16	18	20	24	30	36	42	48
CASING PIPE NOM. DIA. (D2)	14	16	18	22	24	30	30	30	36	36	48	54	60	66
WALL THICKNESS (SEE NOTE 3)	PER AUTHORITY HAVING JURISDICTION													



STANDARD CONSTRUCTION DETAIL
CONDUIT CROSSING R.R. OR ROADWAY
(CONTINUED)

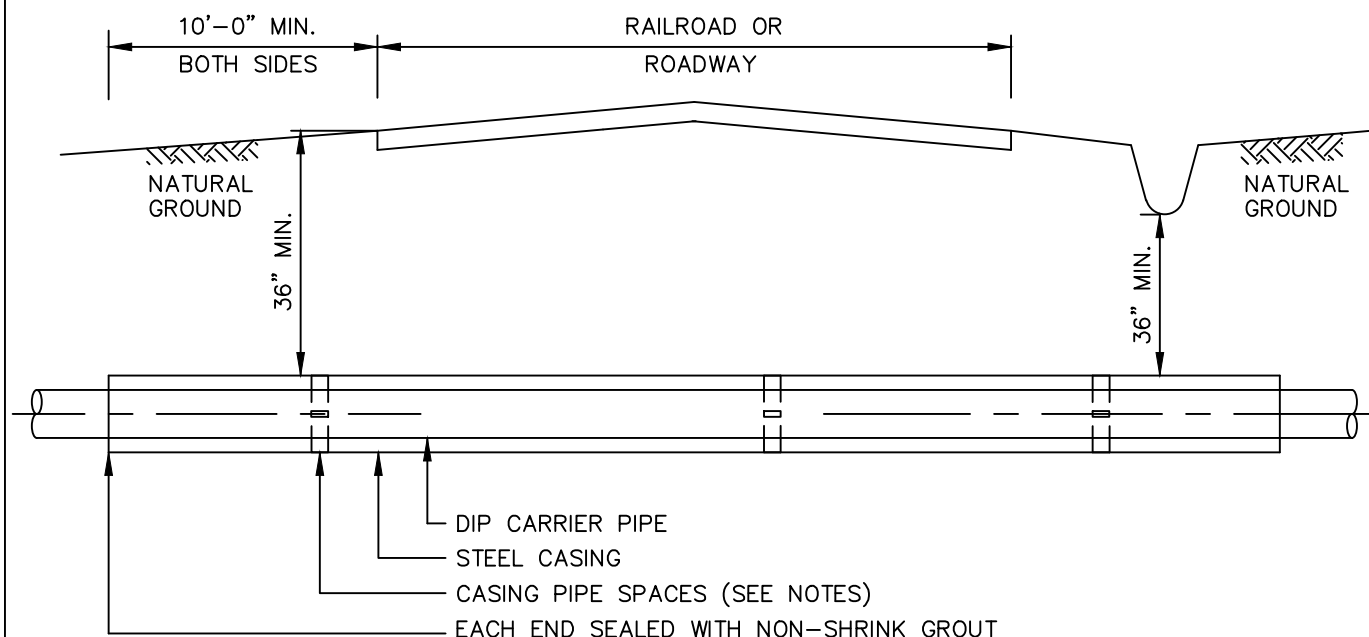
REV. 12/18

FILE NAME:

W22.DWG

DETAIL REF:

W-22.1



NOTES:

1. MINIMUM CLEAR COVER FOR TOP OF CASING ON ALL CITY STREETS SHALL BE 36". MINIMUM COVER ON ALL STATE AND COUNTY ROADS WITHIN THE CITY LIMITS, REFER TO RESPECTIVE AUTHORITIES.
2. CASING FOR FEC CROSSINGS SHALL BE INSTALLED IN ACCORDANCE WITH F.E.C. REQUIREMENTS. CASING INSTALLED WITHIN PORT ORANGE R/W, USE CURRENT FDOT STANDARDS.
4. THE INSIDE DIAMETER OF THE CASING PIPE SHALL BE A MINIMUM 4" GREATER THAN THE OUTSIDE DIAMETER OF THE CARRIER PIPE BELL OR COUPLING.
5. SPECIALLY DESIGNED SPACERS SHALL BE USED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
6. ROTATION OF CARRIER PIPE INSIDE THE CASING PIPE WILL NOT BE PERMITTED. MECHANICAL OR FLANGED JOINT PIPE SHALL BE USED TO HELP PREVENT SUCH ROTATION.
7. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF CASING AND CARRIER PIPE INSTALLATION FOR APPROVAL PRIOR TO FABRICATION OF PIPING, CASING, AND APPURTENANCES. CERTIFICATION OF CASING PIPE IS REQUIRED.
8. WELDING OF CASING PIPE TO BE DONE BY CERTIFIED WELDER. ALL ENDS OF CASING PIPE SHALL BE CHAMFERED PRIOR TO ANY WELDING.
9. CARRIER PIPE SHALL BE RESTRAINED JOINT THROUGH ENTIRE LENGTH OF CASING PIPE.
10. FOR GRAVITY CARRIER PIPE SYSTEM, ENTIRE ANNULAR SPACE BETWEEN CARRIER PIPE AND CASING PIPE SHALL BE GROUTED.



STANDARD CONSTRUCTION DETAIL
CONDUIT CROSSING R.R. OR ROADWAY

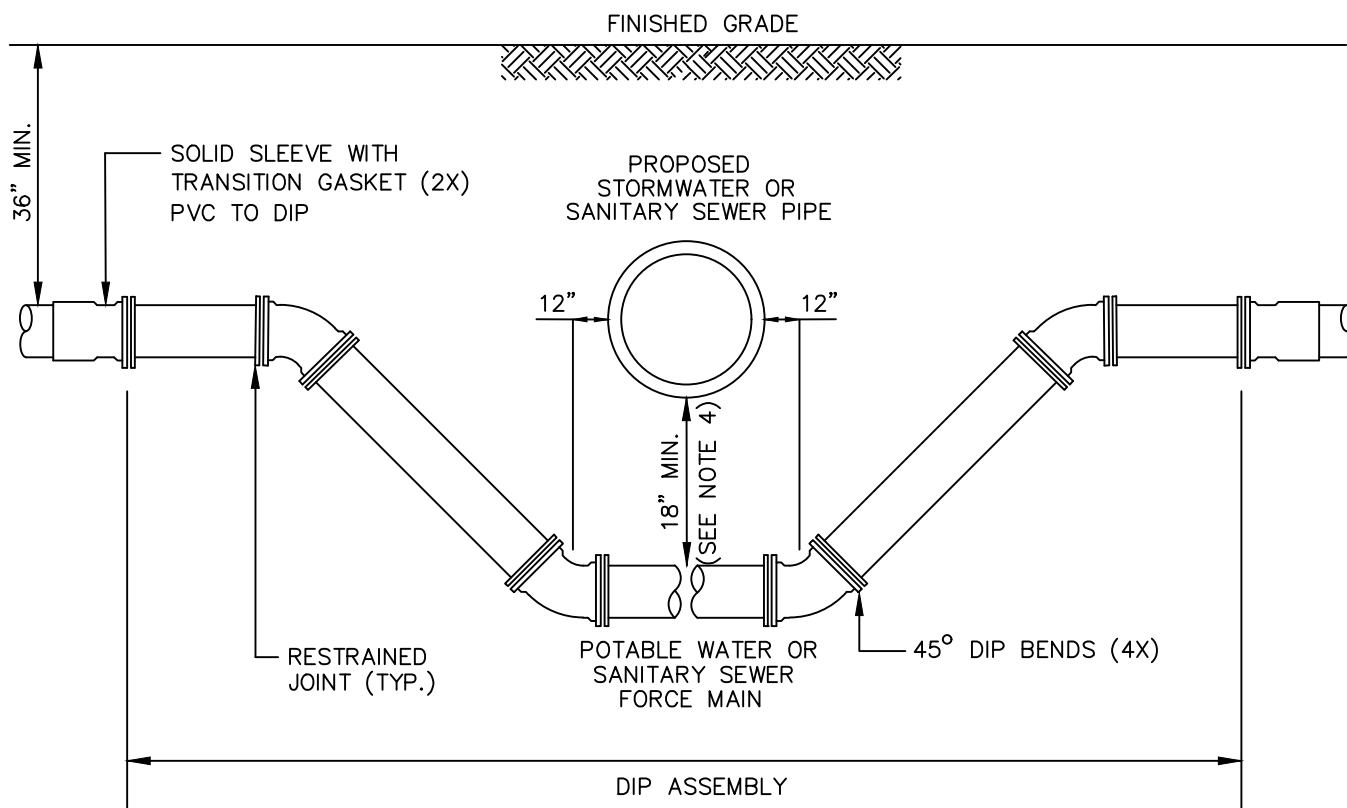
REV. 12/18

FILE NAME:

W22.DWG

DETAIL REF:

W-22



NOTES:

1. LOWERING OF EXISTING POTABLE WATER OR SANITARY SEWER FORCE MAIN BY DEFLECTION METHOD ACCEPTABLE IF 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.
4. CONCRETE ENCASEMENT OF SANITARY SEWER MAINS IS AN ALTERNATIVE METHOD OF ADDRESSING A CONFLICT. USE OF ENCASEMENT MUST BE APPROVED BY THE CITY.



STANDARD CONSTRUCTION DETAIL
POTABLE WATER OR SANITARY SEWER
FORCE MAIN DEFLECTION

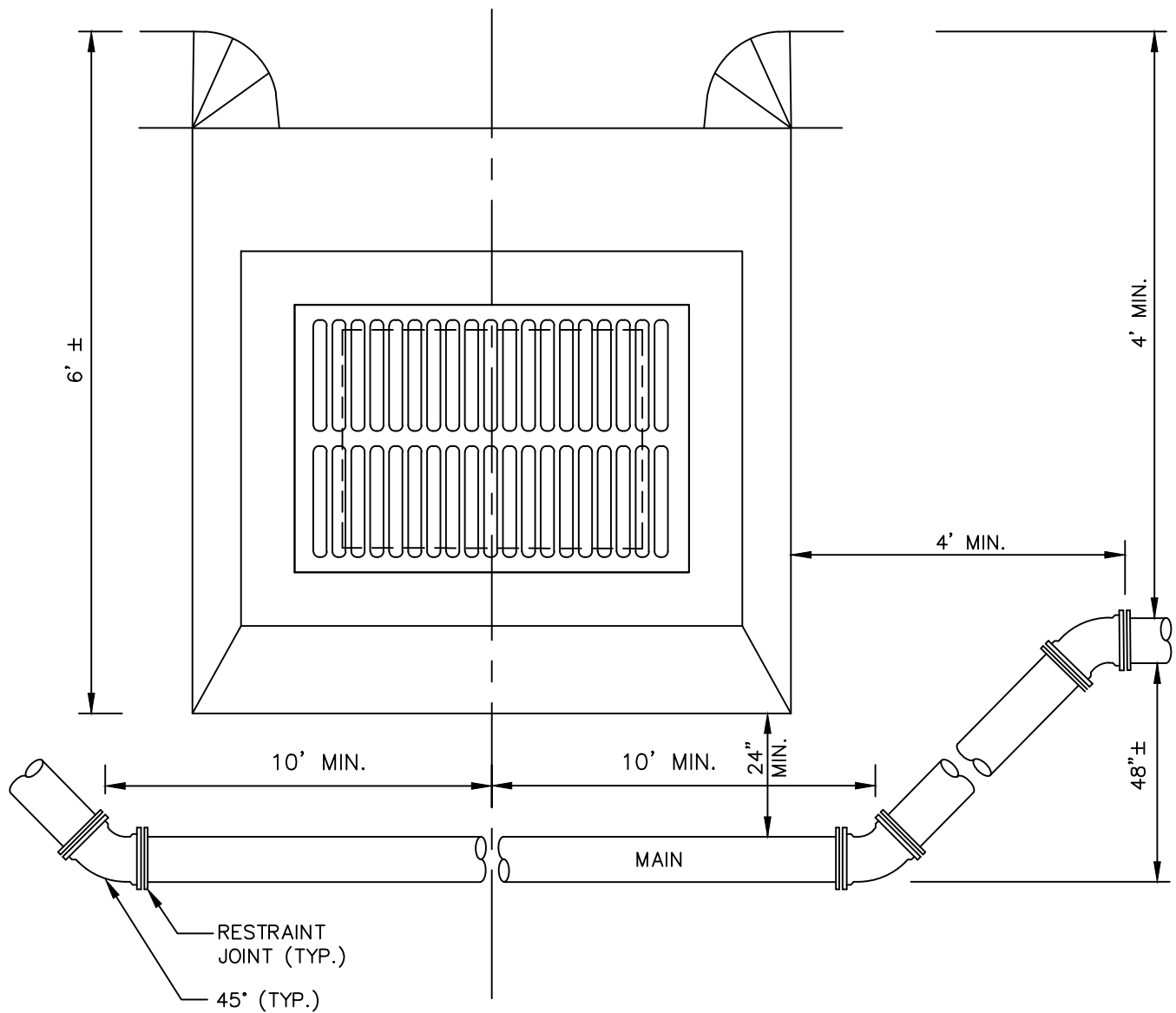
REV. 12/18

FILE NAME:

W23.DWG

DETAIL REF:

W-23



NOTES:

1. PIPE TO BE DEFLECTED AROUND A DRAINAGE INLET SHALL BE RESTRAINED IN ACCORDANCE WITH DIPRA (LATEST EDITION). RESTRAINT GUIDELINES TO BE ADAPTED TO PVC PIPE AS NECESSARY.



STANDARD CONSTRUCTION DETAIL
MAIN INSTALLATION BETWEEN
DRAINAGE INLET AND SIDEWALK

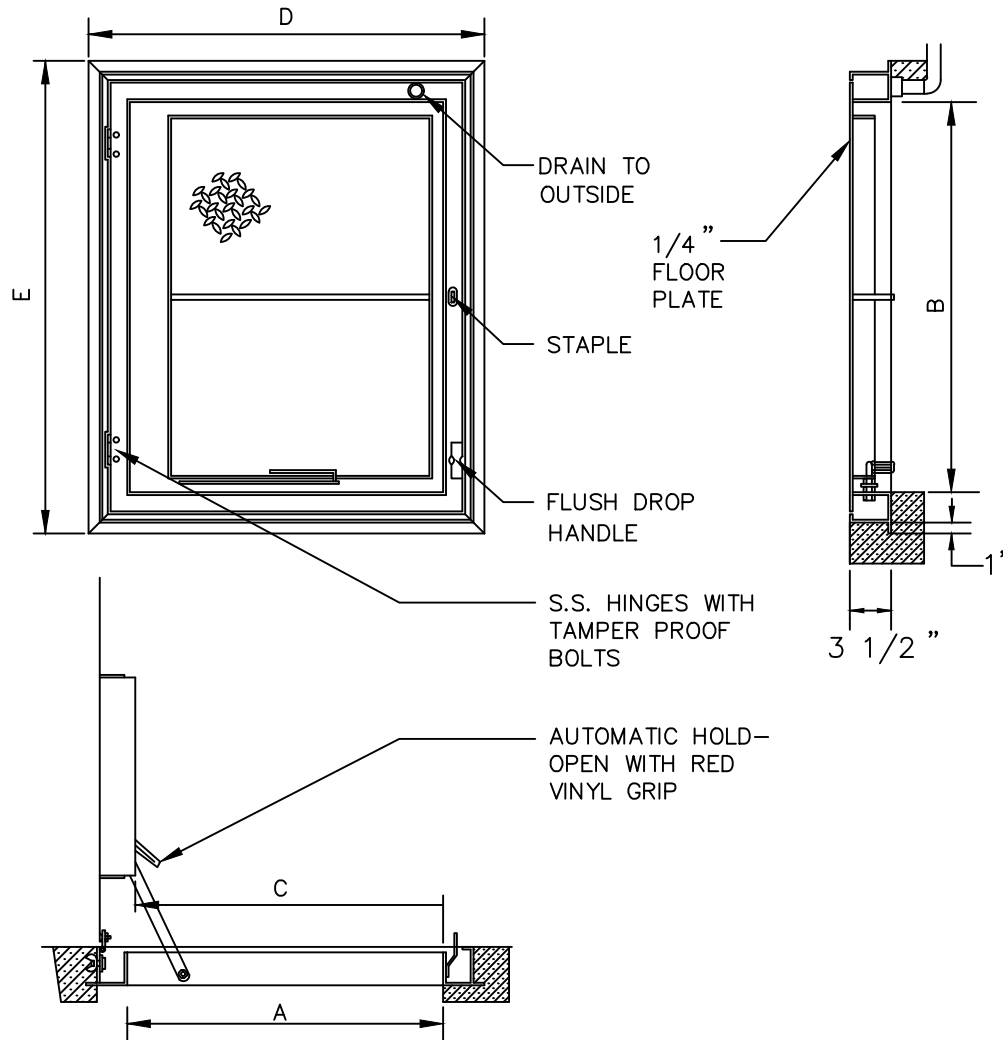
REV. 12/18

FILE NAME:

W24.DWG

DETAIL REF:

W-24



300 P.S.F. LOADING, 1/4" THICK							
TYPE	SIZE		ACTUAL OPEN.		OVERALL SIZE		WEIGHT LBS.
	A	B	A	C	D	E	
TPS	24	24	24	24	32	32	60
TPS	24	30	24	30	32	38	70
TPS	24	36	23	36	32	44	75
TPS	30	30	29	30	38	38	80
TPS	30	36	29	36	38	44	90
TPS	30	48	29	48	38	56	105
TPS	36	36	34	36	44	44	100
TPS	36	48	34	48	44	56	120
TPS	42	42	40	42	50	50	125

NOTES:

- HATCH MATERIAL SHALL BE ALUMINUM WITH 316 STAINLESS STEEL BOLTS, NUTS AND HINGES, LOAD RATING OF 300 LBS PER SQ. FOOT WITH A SELF DRAINING HATCH.
- THE ACCESS DOOR SHALL BE TYPE TPS AS MANUFACTURED BY U.S. FOUNDRY AND MANUFACTURING CORP., MIAMI, FLORIDA.



STANDARD CONSTRUCTION DETAIL
SINGLE ACCESS DOOR TROUGH FRAME

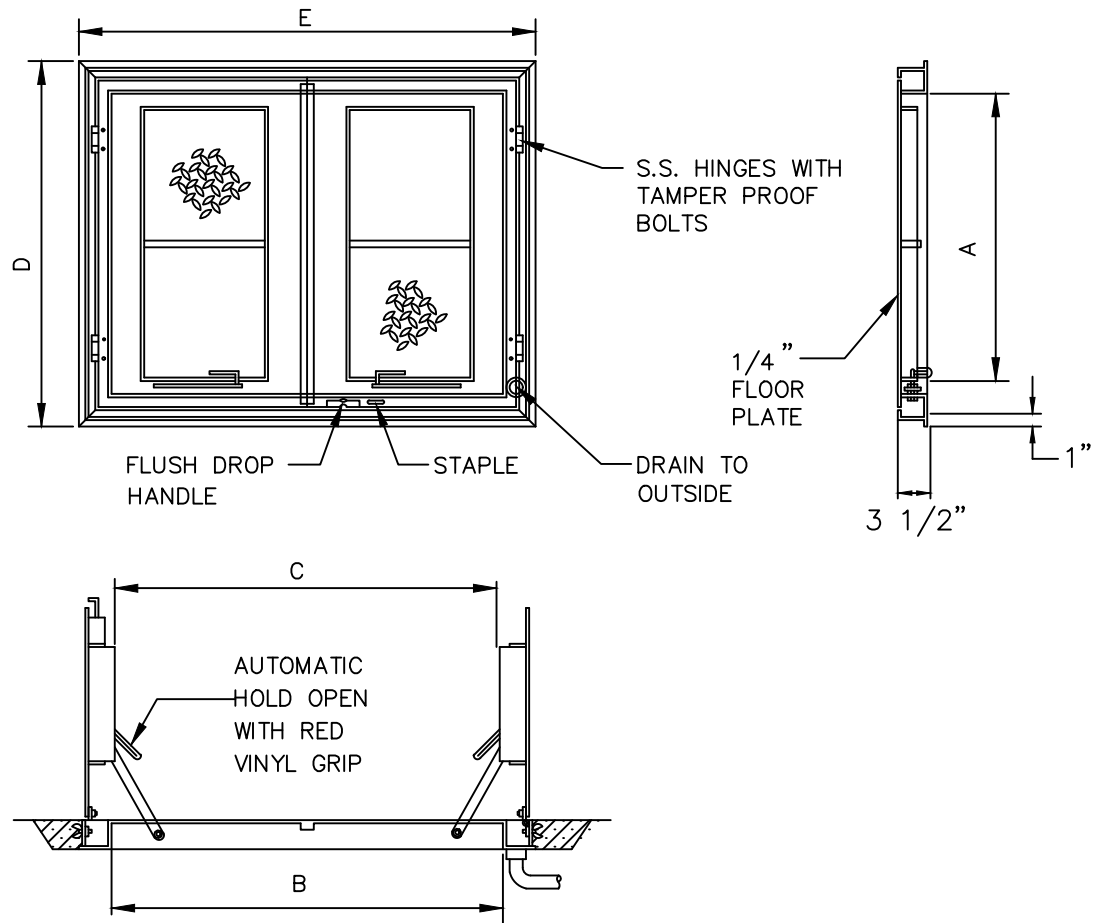
REV. 12/18

FILE NAME:

W25.DWG

DETAIL REF:

W-25



300 P.S.F LOADING, 1/4" THICK							
TYPE	SIZE		ACTUAL OPEN.		OVERALL SIZE		WEIGHT LBS.
	A	B	A	C	D	E	
TPD	30	48	30	47	38	56	110
TPD	30	54	30	53	38	62	120
TPD	36	48	36	46	44	44	125
TPD	36	60	36	57	44	68	145
TPD	42	48	42	45	50	56	140
TPD	48	48	48	44	56	56	155
TPD	48	54	48	50	56	62	165
TPD	48	72	48	66	56	80	210
TPD	60	60	60	56	68	68	220

NOTES:

- HATCH MATERIAL SHALL BE ALUMINUM WITH 316 STAINLESS STEEL BOLTS, NUTS AND HINGES, LOAD RATING OF 300 LBS PER SQ. FOOT WITH A SELF DRAINING HATCH.
- THE ACCESS DOOR SHALL BE TYPE TPS AS MANUFACTURED BY U.S. FOUNDRY AND MANUFACTURING CORP., MIAMI, FLORIDA.



STANDARD CONSTRUCTION DETAIL
DOUBLE ACCESS DOOR TROUGH FRAME

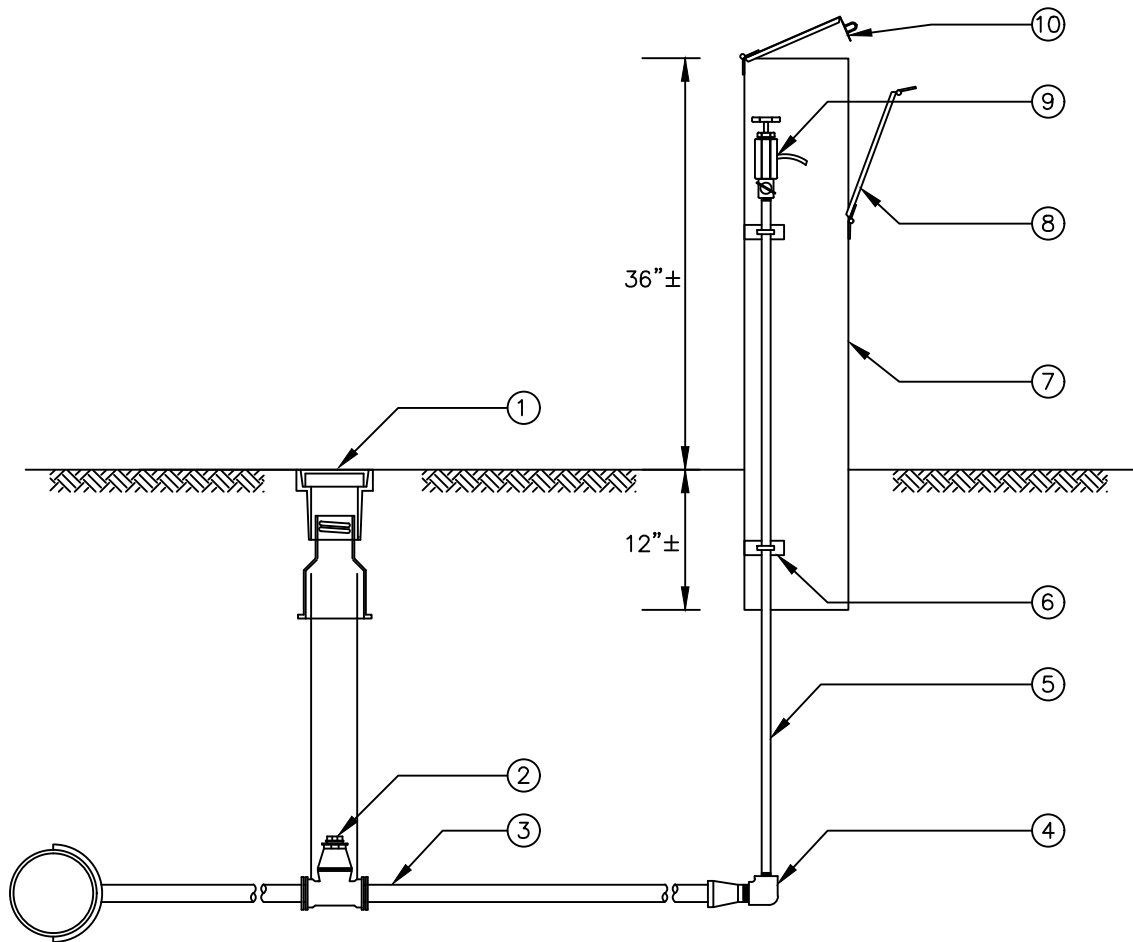
REV. 12/18

FILE NAME:

W26.DWG

DETAIL REF:

W-26



M A T E R I A L S		
ITEM	QUANT.	DESCRIPTION
1	1	VALVE BOX, COLOR BLUE
2	1	1" CORP STOP
3		1" POLYTUBE
4	1	1"x1/2" SS ELBOW
5		1/2" SS PIPE
6	2	SS MOUNTING BRACKET
7	1	6" SQUARE ALUMINUM HOUSING, COLOR BLUE
8	1	ACCESS DOOR FRONT
9	1	SS SAMPLING BIB AND VALVE
10	1	ACCESS DOOR TOP, LOCKING

NOTES:

1. SAMPLING VALVE AND BIB SHALL HAVE A 1/2" MIP VALVE AND 7/16" UNTHREADED BIB. THE VALVE SHALL CONTROL THE FLOW OF WATER THRU THE 7/16" BIB, WITH 6 ROTATIONS OF THE HANDLE BEING FULLY OPEN.
2. SAMPLING STATION TO BE KUPFERLE #SSWC OR EQUAL.



STANDARD CONSTRUCTION DETAIL
POTABLE WATER SAMPLING STATION

REV. 12/18

FILE NAME:

W27.DWG

DETAIL REF:

W-27



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/19/2019

Consent item: No

SUBJECT: (I25a) Approval of City Attorney Contract - Matthew Jones

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve the City Attorney Contract with Matthew Jones.

SUMMARY: Mayor Burnette and Jamie Miller met with Matthew Jones to negotiate the attached contract.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	CA Employment Contract 11.8.19	CA Employment Contract 11.8.19.pdf
----	--------------------------------	------------------------------------

Matthew Jones

Scott Neils

Jake Johansson

Robin Fenwick

Created/Initiated - 11/12/2019

Approved - 11/12/2019

Approved - 11/13/2019

Final Approval - 11/13/2019

**CITY ATTORNEY EMPLOYMENT AGREEMENT
BETWEEN CITY OF PORT ORANGE AND MATTHEW J. JONES**

THIS AGREEMENT is made and executed this ____ day of _____, 2019, by and between the City of Port Orange, Florida, a Municipal Corporation (hereinafter referred to as "the City"), and Matthew J. Jones (hereinafter referred to as "Counsel") and collectively hereinafter referred to as "the Parties".

WHEREAS, the City desires to employ Counsel as the City of Port Orange City Attorney; and

WHEREAS, the City and Counsel desire to establish the rights, obligations, and conditions of Counsel's employment as City Attorney.

NOW, THEREFORE, in consideration of the conditions and covenants set forth hereinafter and as good and valuable consideration receipt whereof is hereby acknowledged the Parties agree as follows:

SECTION 1. DUTIES

A. The City hereby agrees to employ, and Counsel accepts employment by the City, as the City Attorney for the City of Port Orange, subject to the terms of this Agreement. The term, "City Attorney," shall have the intended meaning as used in Section 3.01(a) of the City of Port Orange Charter, and as the term may be used in any existing or future provision of City code or ordinance. In performing the services described herein, Counsel shall work in a sound, economical and efficient manner, in accordance with all applicable laws and ordinances. The scope of duties as City Attorney shall include but not be limited to the following:

- i. Counsel shall from time to time defend the City with respect to administrative and civil complaints, suits and controversies of every kind, in which the City is a party. Counsel shall from time to time, prosecute and intervene in administrative and civil complaints, suits and controversies on the City's behalf.
- ii. Counsel shall appoint, suspend, demote or dismiss any employee in the Office of the City Attorney in accordance with law.
- iii. Counsel shall have authority to hire private attorneys to provide legal services to the City, where the circumstances of a particular case warrant. Counsel shall monitor the work of any and all private attorneys retained from time to time by the City, including those retained on the City's behalf by the City's insurers. Counsel shall use professional judgement in determining the degree to which the activities of private attorneys are monitored consistent with Counsel's obligations herein.

- iv. Counsel shall from time to time provide legal advice to the City Manager and department heads.
- v. Counsel shall prepare, and from time to time assist in the preparation of, contracts, ordinances and resolutions; and shall review contracts, ordinances and resolutions requiring City Council approval for legal form and sufficiency.
- vi. Counsel may prepare and transmit written legal opinions and correspondence in support of the various duties outlined above.
- vii. Counsel shall report regularly to City Council on pending litigation involving the City.
- viii. Counsel shall perform such other legally permissible and proper duties and functions that the City Council may determine necessary from time to time.

B. Counsel shall be permitted to engage in such activities as teaching, writing, professional consultation, and volunteer work on Counsel's time off so long as such activity is not in conflict with the interest of the City. The City Council shall be the sole judge of any conflict of interest.

SECTION 2. TERM

A. This Employment Agreement shall be effective on December 2, 2019 and shall continue until terminated by either party as provided herein.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Counsel at any time subject only to the provisions of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Counsel to resign at any time subject only to the provisions of this Agreement.

SECTION 3. COMPENSATION AND BENEFITS

A. BASE SALARY

The City agrees to pay Counsel in a salaried position. The City shall pay bi-weekly gross wages at the rate of Five Thousand One Hundred Ninety-Two and 31/100 Dollars (\$5,132.31). The City shall deduct each pay period from that amount, federal income tax withholding, medicare, social security along with such other deductions as requested by Counsel.

Counsel's salary shall be reviewed annually in the month of June, and any salary adjustment shall become effective on October 1 of the same calendar year.

B. PERSONAL LEAVE

Counsel shall earn personal leave at the rate of 275 hours per year. Counsel's rate of personal leave accrual shall thereafter increase based on his length of continuous service in accordance with the City's Civil Service Rules and Regulations. Counsel shall use a minimum of 80 hours of personal leave each calendar year. Counsel's accruals shall not be capped and upon termination of employment consistent with the terms of this Agreement, Counsel's accruals shall be paid to Counsel for each accrued hour in an amount equal to Counsel's hourly rate of pay at the time of termination.

C. HEALTH, DENTAL, AND LIFE INSURANCE

The City shall provide health and dental insurance coverage with the City paying the employee only rate for the base insurance plan, paid consistently for all other employees and offered by the City. The City shall pay the premium for dental and life insurance coverage for the life insurance class designated for the City Manager and City Attorney as approved by the City Council. Counsel may select any of the health insurance plans offered to city employees. Such health insurance payments shall become effective in accordance with the provisions of the plan selected. Premiums, if any, greater than the amount of the lowest employee only rate approved by City Council shall be the responsibility of Counsel.

D. AUTOMOBILE ALLOWANCE

The City shall pay to Counsel a vehicle allowance, during the term of this Agreement and in addition to other salary and benefits, in the monthly sum of Five Hundred and 00/100 Dollars (\$500.00) to be used toward the purchase, lease, or ownership of, and to operate and maintain a vehicle, including the cost of fuel. The City shall review and consider adjustments to the vehicle allowance every 3 years upon the request of Counsel.

E. DEFERRED COMPENSATION

Counsel shall be enrolled in the City's ICMA-RC 401(a) defined contribution plan to which the City shall contribute 10% of compensation annually. Counsel shall also be eligible to participate in the ICMA-RC 457 Plan. Counsel shall decide the percentage of base salary that Counsel shall contribute/defer to such plans and the City shall implement Counsel's decision and match said contribution/deferral in accordance with the City's matching program and to the extent permitted by the

plan and allowed by law. Counsel shall be deemed to be immediately vested with regard to any contributions made by the City pursuant to this section.

SECTION 4. LIABILITY

A. LIABILITY INSURANCE

The City shall pay general liability, worker's compensation, unemployment compensation, professional liability and officer's errors and omission liability insurance coverage premiums protecting Counsel for all acts or omissions within the scope of the employment.

B. INDEMNITY

Beyond that required under Federal, State, or local law, City shall defend, save harmless and indemnify Counsel against any tort, professional liability claim, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Counsel's duties as City Attorney or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct of Counsel. Counsel may request and the City shall not unreasonably refuse to provide independent legal representation at the City's expense and City may not unreasonably withhold approval. Legal representation provided by City for Counsel, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Counsel against any and all losses, damages, judgment, interest, settlements, fines, court costs, and other liabilities incurred by, imposed upon, or suffered by Counsel in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification as provided in this section to be available. This provision shall survive the termination of this Agreement.

SECTION 5. TERMINATION AND SEVERANCE

A. TERMINATION

The City may for any lawful reason terminate Counsel's employ by affirmative vote of a majority of the entire City Council. In such event, the City shall give written notice of termination to Counsel not less than thirty (30) days prior to the effective date of the termination of employment. If the City Council reduces Counsel's compensation, then Counsel may at his option consider himself "terminated" under this section, and Counsel shall give written notice of such

constructive termination to the City not less than thirty (30) prior to the effective date of the termination of employment.

B. SEVERANCE

In the event of termination, Counsel shall be entitled to a lump sum severance payment equal to twenty (20) weeks of salary in compliance with Section 275.425(4)(a), Florida Statutes, to be paid on the date of termination from employment at Counsel's rate of pay in effect on the date of termination. The City shall not be required to provide severance payment as set forth in this section in the event that City Council terminated employment because of an adjudication of guilt of any felony, or revocation or expiration of membership in the Florida Bar.

C. RESIGNATION

The City will not be required to provide severance payment if Counsel voluntarily and under free will resigns the position of City Attorney. If Counsel voluntarily resigns his position with the City, then Counsel shall give three (3) months written notice prior to the effective date of his resignation. Upon termination or resignation, Counsel shall be entitled to receive payment of all accrued and unused personal leave, calculated at Counsel's rate of pay in effect on the date of termination or resignation from employment.

SECTION 6. DUES AND PROFESSIONAL DEVELOPMENT

A. The City shall incur the cost of professional licensing and memberships to the Florida Bar and the Volusia County Bar Association, Florida Municipal Attorneys Association, International Municipal Lawyers Association, Florida Association of Police Attorneys and other professional organizations as may be deemed appropriate for the position.

B. The City shall pay the registration fees, travel and subsistence expenses of Counsel for electronic and in-person professional conference training and seminars consistent with the City's policy on travel. In any event, the expenses for the registration for the professional conference training and seminars shall not be less than the amount required to maintain the Florida Bar licensed status, and Florida Bar Board Certification for City, County and Local Government Law.

SECTION 7. OTHER TERMS AND CONDITIONS

A. Upon request, the City may review the performance of Counsel. Said review shall take place at the first regularly scheduled City Council Meeting in June each

year. The performance evaluation process, form, criteria and format shall be mutually agreed upon by Counsel and the City.

B. It is recognized that Counsel must devote a great deal of time outside the normal office hours on City business, and to that end Counsel shall be allowed to establish an appropriate work schedule.

C. All provisions of the City Charter and City Code, and regulations and rules of the City relating to personal leave, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to Counsel as they would to any other employee of the City, unless such provisions conflict with this Agreement. The benefits provided by this Agreement shall be in addition to the benefits provided to City employees in general.

D. City agrees to provide sufficient, reasonable and appropriate administrative secretarial personnel and services, office space, research resources, communications equipment, fixtures, furnishings and supplies commensurate with Counsel's role as the City Attorney.

SECTION 8. GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties.

B. If any provision, or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

C. This Agreement shall be governed by the laws of the State of Florida.

D. Any litigation arising out of this Agreement shall be entered into in a court with the appropriate jurisdiction in Volusia County, Florida.

E. This Agreement is the sole and complete Agreement between the parties, and all prior agreements or understandings are extinguished by this Agreement. This Agreement may only be amended by a written document signed by both of the Parties.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Employment Agreement to be duly executed by affixing their signatures thereto on the date indicated.

Matthew J. Jones, Counsel

Date: _____

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, City Clerk

Date: _____