



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

NOVEMBER 3, 2015

AGENDA

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

A. OPENING

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

B. AGENDA APPROVAL

C. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

5. Recognition Awards
6. Report from Kemper Sports Management regarding Cypress Head Golf Course

D. PUBLIC HEARING

7. Pinnacle, Phase II Subdivision Plat and Plans, located east of the Pinnacle, Phase 1 Subdivision - Case No. 15-52000001
8. Second Reading - Ordinance No. 2015-37 - Amendment to Chapter 42 of the Code of Ordinances to provide procedures to secure and demolish unsafe structures in the City

E. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

9. Environmental Advisory Board Update
10. Library Advisory Board Appointment

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

G. COUNCIL COMMENTS

11. Comments/Concerns from Council Members

H. CONSENT AGENDA

12. Approval of Minutes

- a. October 14, 2015 - Special City Council Meeting
- b. October 20, 2015 - Regular City Council Meeting
- c. October 27, 2015 - City Council Workshop

13. City cost participation request from Gatlin Development Company for Palmetto Pointe Marketplace for water system extension and improvements

14. FY2016 Spending Authorization to the Amended and Restated Agreement for Services with Danus Utilities, Inc.

15. Bid Awards and Contract Items

- a. Change Order No 1 to the Standard Contract for Services with HD Supply Waterworks, LP, d/b/a HD Supply Waterworks, dated July 13, 2015
- b. Change Order No 2 to the Standard Contract for Services with Upham, Inc., dated March 18, 2015.
- c. Third Amendment to the Contract for Professional Engineering Services with Kimley-Horn and Associates, Inc. for Site Specific Speed Study Yorktowne Blvd. from Dunlawton Ave. to Boggs Ford Rd.

I. REGULAR AGENDA

16. First Reading - Ordinance No. 2015-38 - Police Pension Benefits

J. COMMENTS

17. City Attorney Comments

18. City Manager Comments

K. COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports

- a. River to Sea TPO
- b. General Employees' Pension Plan
- c. YMCA

L. ADJOURNMENT

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/03/2015

Consent item: No

SUBJECT: Recognition Awards

DEPARTMENT: Police Services

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION:

SUMMARY: The Police Department will present awards to employees and citizens.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Awards	2015 Awards - November 3.xls
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Grabowski, Debbie
Monahan, Gerald
Johansson, M. Jake

Created/Initiated - 09/16/2015
Approved - 09/16/2015
Final Approval - 10/29/2015

<u>Officer</u>	<u>Award</u>	<u>Incident</u>	<u>City Council Meeting</u>	<u>Shift</u>
Mulligan, John	Achievement	suicidal female on Facebook	November 3, 2015	Alpha
Unit Citation - CST	Achievement	1,347.20 cannabis and \$45,000 in currency	November 3, 2015	CST
Daughtery, Joseph	Citizen	suspect checking door handles	November 3, 2015	Citizen
Parker, Mary	Citizen	neighbor suffered stroke	November 3, 2015	Citizen
Dowling, Duncan	Citizen (LEO)	suspect tried to carjack woman at gas pump	November 3, 2015	Citizen
Pierson, Jesse	Gold Wing Road Riders Award		November 3, 2015	Motors
Alevisatos, Jarrad	Merit	Suspect hid garbage bag with 502.6 gms cannabis	November 3, 2015	CST
Davila, Rubin	Merit	Suspect hid garbage bag with 502.6 gms cannabis	November 3, 2015	CST
Benezette, Benjamin	Merit	Suspect hid garbage bag with 502.6 gms cannabis	November 3, 2015	CST
White, Justin	Merit	Suspect hid garbage bag with 502.6 gms cannabis	November 3, 2015	CST
Jean, Wayne	Merit	Suspect hid garbage bag with 502.6 gms cannabis	November 3, 2015	CST
CST-Unit Citation	Merit	fugitive mfg crack-80 gms crack, \$1929 forf	November 3, 2015	CST
Kilpatrick, Kimberly	Merit	reckless driver from NSB trying to steal ATM	November 3, 2015	Alpha
Sleese, Phillip	Merit	reckless driver from NSB trying to steal ATM	November 3, 2015	Motors
Fischetti, James	Merit	reckless driver from NSB trying to steal ATM	November 3, 2015	Alpha
Green, Hannalora	Merit	intox male driving with semi-auto handgun	November 3, 2015	CST
Cravotta, Christopher	Merit	intox male driving with semi-auto handgun	November 3, 2015	Besuden
Fleming, Bernard	Merit	intox male driving with semi-auto handgun	November 3, 2015	Alpha

The Golf Club at Cypress Head

DATE: 9/30/15 EVALUATION

**Operated by
KEMPERSPORTS Management**

Course:	The Golf Club at Cypress Head
Contract Administrator	Susan Lovallo
KSM Representatives	Jody Graham
General Manager	Bob Duquette
Superintendent	Dennis Pickavance

Prepared by:
Kemper Sports Management, Inc.
500 Skokie Blvd. Suite 444
Northbrook, IL. 60062

1. Golf Shop	Evaluation			
A. Cleanliness/Orderly	7.5	10/14	7.5	04/15
	7.5	11/14	8.0	05/15
B. Appearance	7.5	12/14	8.0	06/15
	7.5	01/15	8.5	07/15
C. Displays	7.5	02/15	8.5	08/15
	7.5	03/15	9.0	09/15
D. Inventory				

Comments: The golf shop décor has received an appearance upgrade. All aspects of the golf shop has received a new coat of paint and new merchandise has been ordered for the re-opening.

2. Administrative Offices	Evaluation			
A. Cleanliness/Orderly	7.5	10/14	7.5	04/15
	7.5	11/14	8.0	05/15
B. Appearance	7.5	12/14	8.0	06/15
	7.5	01/15	8.5	07/15
C. Equipment	7.5	02/15	8.5	08/15
	7.5	03/15	8.5	09/15

Comments: The area is well maintained and regular cleaning is performed by the current staff.

3. Restaurant / Bar	Evaluation			
A. Cleanliness/Orderly	8.7	10/14	7.0	04/15
	8.7	11/14	5.5	05/15
B. Appearance	8.7	12/14	8.0	06/15
	8.7	01/15	8.0	07/15
C. Tables and Chairs	8.7	02/15	8.0	08/15
	8.7	03/15	8.0	09/15

Comments: The new owners have been identified as The Tavern at Cypress Head. They have begun their evaluation of the facility and are moving forward with completing their renovations to the bar and restaurant areas.

4. Banquet Room	Evaluation			
A. Cleanliness/Orderly	7.4	10/14	7.0	04/15
	7.4	11/14	6.0	05/15
B. Appearance	7.4	12/14	7.0	06/15
	7.4	01/15	7.0	07/15
C. Tables and Chairs	7.4	02/15	7.0	08/15
	7.3	03/15	8.0	09/15

Comments: Hall construction has been working diligently on the upgrading of the entire dining room area with the installation of new air conditioners and windows.

5. Kitchen	Evaluation			
A. Customer Service	7.1	10/14	7.0	04/15
	7.1	11/14	5.5	05/15
B. Cleanliness	7.1	12/14	8.0	06/15
	7.1	01/15	8.0	07/15
C. Equipment	7.1	02/15	8.0	08/15
	7.1	03/15	8.0	09/15

Comments: The kitchen area is being evaluated by the new renters.

6. Club House Restrooms / Hallway	Evaluation			
A. Cleanliness	8.1	10/14	8.0	04/15
	8.1	11/14	8.0	05/15
B. Equipment	8.1	12/14	8.0	06/15
	8.1	01/15	8.0	07/15
C. Appearance	8.1	02/15	8.0	08/15
	8.1	03/15	8.0	09/15
D. Odor				

Comments: Area has been secured; a cleaning company is contracted for restroom cleaning and all other regular cleaning is being performed by the current staff.

7. Entrance/Ext. Clubhouse/Cart Barn	Evaluation			
A. Landscape	8.3	10/14	8.3	04/15
	8.3	11/14	7.0	05/15
B. Signage	8.3	12/14	7.5	06/15
	8.3	01/15	7.5	07/15
C. Parking Lot	8.3	02/15	8.0	08/15
	8.3	03/15		09/15
D. Cement Walkways				

Comments: Area has been secured; weeds have been sprayed and building cobwebs have been reduced by current staff. A beautification proposal for installing new bushes and plants has been approved and the work should begin in October.

8. First Tee Area / Putting Green / Range	Evaluation			
A. Cut	8.1	10/14	8.0	04/15
	8.1	11/14	1.0	05/15
B. Health	8.1	12/14	7.0	06/15
	8.1	01/15	8.0	07/15
C. Starter Area	8.1	02/15	8.0	08/15
	8.1	03/15	8.5	09/15
D. Bag Drop				

Comments: The starter building repair work will begin in October. Putting green continues to show good growth and regular fertilizing and verti-cutting has been performed. The range has shown good grass growth and has been fertilized, cut and weeded as part of the regular maintenance process. The lighting system for the range has been fixed and is operational.

9. Tee Conditions-Overall	Evaluation			
A. Cut	7.5	10/14	7.5	04/15
	7.5	11/14	8.0	05/15
B. Health	7.5	12/14	8.0	06/15
	7.5	01/15	8.5	07/15
C. Appearance	7.5	02/15	8.5	08/15
	7.5	03/15	8.5	09/15
D. Playability				

Comments: Continued grass growth on all the tee boxes. All areas have been fertilized, cut and weeded as part of the regular maintenance procedures. The tees are scheduled to be overseeded in October.

10. Fairway Conditions	Evaluation			
A. Cut	7.7	10/14	7.8	04/15
	7.8	11/14	8.0	05/15
B. Health	7.8	12/14	8.0	06/15
	7.8	01/15	8.5	07/15
C. Appearance	7.8	02/15	8.5	08/15
	7.8	03/15	8.5	09/15
D. Playability				

Comments: Conditions are good. The maintenance staff continues to work on projects outlined by the superintendent. Fertilization and mowing patterns have been followed.

11. Primary Rough Conditions	Evaluation			
A. Health	6.9	10/14	7.0	04/15
	7.0	11/14	7.5	05/15
B. Cut	7.0	12/14	8.0	06/15
	7.0	01/15	8.5	07/15
C. Appearance	7.0	02/15	8.5	08/15
	7.0	03/15	8.5	09/15
D. Playability				

Comments: In good shape. The maintenance staff continues to work on the designated areas.

12. Common Rough Conditions	Evaluation			
A. Health	6.5	10/14	6.6	04/15
	6.6	11/14	7.0	05/15
B. Cut	6.6	12/14	7.5	06/15
	6.6	01/15	8.0	07/15
C. Appearance	6.6	02/15	8.0	08/15
	6.6	03/15	8.5	09/15
D. Playability				

Comments: In good shape. The maintenance staff continues to work on the designated areas.

13. Greens Conditions	Evaluation			
A. Health	8.1	10/14	5.0	04/15
B. Cut	8.2	11/14	1.0	05/15
	8.2	12/14	4.0	06/15
C. Appearance	8.2	01/15	6.5	07/15
	8.2	02/15	7.5	08/15
D. Playability	8.2	03/15	8.5	09/15

Comments: The greens continue to show good growth on all areas. Our superintendent is currently following all procedures necessary to continue grass growth. The areas have been fertilized, weeded and verticut to proper specifications. There was a hydraulic oil leak on the #15 green which was immediately addressed and the damage was controlled.

14. Bunkers	Evaluation			
A. Appearance	3.4	10/14	3.4	04/15
	3.4	11/14	3.0	05/15
B. Texture	3.4	12/14	5.0	06/15
	3.4	01/15	7.0	07/15
C. Playability	3.4	02/15	7.5	08/15
	3.4	03/15	8.5	09/15
D. Conditions				

Comments: Bunkers areas have been edged and the sand has been raked and prepared.

15. Course Restrooms	Evaluation			
	6.4	10/14	6.3	04/15
	6.3	11/14	4.0	05/15
	6.3	12/14	4.0	06/15
	6.3	01/15	4.0	07/15
	6.3	02/15	4.0	08/15
	6.3	03/15	5.0	09/15

Comments: The repair and replacement of doors, locks and fixtures has been approved and work on the projects should begin in October.

16. Cart Paths	Evaluation			
A. Edging	6.9	10/14	6.9	04/15
	6.9	11/14	7.0	05/15
B. Trimming of shrubs	6.9	12/14	7.0	06/15
	6.9	01/15	7.0	07/15
C. Tee Signs / Beds	6.9	02/15	7.0	08/15
	6.9	03/15	8.5	09/15
D. Curbing / Corners				
E. Bridges				

Comments: Overall the paths are in pretty good condition. Edging and trimming are done as part of the regular maintenance duties.

17. Fertilizer & Chemical Program	Evaluation			
A. Records	6.5	10/14	6.5	04/15
	6.5	11/14	6.5	05/15
B. Up-Date	6.5	12/14	7.0	06/15
	6.5	01/15	8.0	07/15
C. Per Maintenance Plan	6.5	02/15	8.0	08/15
	6.5	03/15	8.0	09/15
D. Material Storage				

Comments: Records and maintenance plans are up to date.

18. Maintenance Equip. Fleet Conditions	Evaluation			
A. Preventative Care	5.0	10/14	5.0	04/15
	5.0	11/14	5.0	05/15
B. Appearance	5.0	12/14	5.0	06/15
	5.0	01/15	5.5	07/15
C. Storage Area	5.0	02/15	5.0	08/15
	5.0	03/15	5.0	09/15
D. Maintenance				

Comments: During the month, repairs were needed on several pieces of equipment. Regular maintenance procedures on the fleet are being performed. Storage area is clear and secure.

19. Maintenance Facility	Evaluation			
A. Surrounding Compound	5.3	10/14	5.3	04/15
	5.3	11/14	5.3	05/15
B. Offices & Break Room	5.3	12/14	6.0	06/15
	5.3	01/15	6.0	07/15
C. Safety Hazards	5.3	02/15	6.0	08/15
	5.3	03/15	6.0	09/15
D. Pump House Cleanliness				

Comments: The air conditioning unit in the building is scheduled to be replaced as part of the capital improvements for the new fiscal year.

20. Golf Cart Fleet	Evaluation			
A. Appearance	8.5	10/14	4.0	04/15
	8.4	11/14	3.0	05/15
B. Mechanical function	8.2	12/14	3.0	06/15
	7.9	01/15	3.5	07/15
C. Batteries Watered	7.5	02/15	4.0	08/15
	7.4	03/15	4.5	09/15

Comments: The fleet is scheduled to be replaced in Mid-October and we will be receiving 72 brand new electric TXT carts and two gas carts for use by our player assistants for monitoring play. A new beverage cart and range picker is also being delivered.

The purpose of the evaluation is to assure that the golf course continues to move forward in a positive direction, and if there are weaknesses, we address them as soon as possible.

The final ratings will be based on the categories listed, plus the feeling, ideas and experience of the raters. Any suggestions or changes made by the raters should be addressed at once. The ratings are based on a scale of 1 – 10.

Rating Summary:

Needs Improvement 1.0 to 4.9

Average: 5.0

Good: 6.0

Excellent: 7.0

Outstanding: 8.0 to 10.0

Current Overall Rating:

7.07	10/14	6.5	04/15
7.08	11/14	5.7	05/15
7.07	12/14	6.7	06/15
7.06	01/15	7.2	07/15
7.04	02/15	7.3	08/15
7.04	03/15	7.7	09/15

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended September 30, 2015

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual	TOTAL
EBITDA	(41,222)	(5,960)	(1,149)	22,483	26,054	59,419	25,813	(77,519)	(86,104)	(78,929)	(79,455)	(85,854)	(322,423)
Management Fee Expense	(7,370)	(7,370)	(7,270)	(7,370)	(7,370)	(7,370)	(7,370)	(3,685)	(3,685)	(3,685)	(3,685)	0	(66,226)
Depreciation & Amortization	(535)	(535)	(535)	(535)	(535)	(535)	(535)	(535)	(535)	1,005	(381)	(381)	(4,572)
Net Income	(49,127)	(13,864)	(8,954)	14,578	18,149	51,514	17,909	(81,739)	(90,324)	(81,609)	(83,521)	(86,235)	(393,221)
Working Capital Changes													
Inventory	2,631	2,121	98	(4,802)	3,028	3,531	18,755	1,590	10,416	1,229	731	1,517	40,845
Receivables	37,285	143	2,267	1,440	(2,670)	(4,624)	3,312	1,364	3,410	(2,576)	2,197	(159,438)	(117,887)
Prepaid Expenses	11,483	(9,990)	6,931	5,457	4,336	(4,017)	3,480	4,269	(14,872)	(310)	(1,322)	(8,426)	(2,900)
Payables	19,290	(20,844)	8,599	5,054	(5,417)	1,129	3,494	(17,802)	(8,604)	8,881	(2,400)	5,075	(3,546)
Due to from the City	12,025	2,036	63,815	11,783	11,911	10,827	(123,357)	61,063	69,953	109,407	77,254	76,164	382,879
Accrued Expenses	3,433	(26,128)	5,162	8,566	450	14,233	(8,546)	(19,581)	2,393	3,156	3,781	22,772	9,692
Deferred Revenues	(20,388)	(15,138)	(7,601)	(15,851)	(17,064)	(15,374)	(22,291)	2,129	(4,045)	(726)	(249)	171,678	55,081
Depreciation & Amortization	535	535	535	535	535	535	535	535	535	(1,005)	381	381	4,572
Operating Cash Flow	17,168	(81,129)	70,853	26,761	13,258	57,754	(106,709)	(48,172)	(31,138)	36,447	(3,147)	23,488	(24,565)
Investing Activities													
Financing Activities													
Net Cash Flows	17,168	(81,129)	70,853	26,761	13,258	57,754	(106,709)	(48,172)	(31,138)	36,447	(3,147)	23,488	(24,565)
Beginning Cash	74,679	91,847	10,717	81,570	108,332	121,590	179,344	72,635	24,464	(6,674)	29,773	26,626	814,902
Net Cash Flows	17,168	(81,129)	70,853	26,761	13,258	57,754	(106,709)	(48,172)	(31,138)	36,447	(3,147)	23,488	(24,565)
Ending Cash	91,847	10,717	81,570	108,332	121,590	179,344	72,635	24,464	(6,674)	29,773	26,626	50,114	790,338

**The Golf Club at Cypress Head
Course Cash Flow Report
September 30, 2015**

	<u>September</u>	<u>YTD</u>
EBITDA	(\$85,853.96)	(\$322,423.17)
Management Fee Expense		(66,225.61)
Depreciation & Amortization	<u>(381.00)</u>	<u>(4,572.14)</u>
Net Income	(86,234.96)	(393,220.92)
Working Capital Changes		
Inventory	1,517.22	40,844.86
Receivables	(159,438.24)	(117,887.35)
Payables	5,074.72	(3,545.77)
Due to from the City	76,163.70	382,879.26
Prepays	(8,425.54)	(2,979.91)
Accrued Liabilities	22,772.37	9,691.90
Other Liabilities	171,678.13	55,081.22
Depreciation & Amortization	<u>381.00</u>	<u>4,572.14</u>
Operating Cash Flow	23,488.40	(24,564.57)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u><u>23,488.40</u></u>	<u><u>(24,564.57)</u></u>
Beginning Cash	26,625.65	74,678.62
Net Cash Flows	<u>23,488.40</u>	<u>(24,564.57)</u>
Ending Cash	<u><u>50,114.05</u></u>	<u><u>50,114.05</u></u>

The Golf Club at Cypress Head
Summary of All Units
For the Twelve Months Ending September 30, 2015

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
177	0	0%	31,470	1%	Green Fees	426,153	460,517	93%	594,288	72%	460,517	426,153
0	0	0%	25,587	0%	Cart Fee	288,715	321,778	90%	456,771	63%	321,778	288,715
500	0	0%	0	0%	Initiation Fees	750	0	0%	250	300%	0	750
0	0	0%	0	0%	Merchandise	0	0	0%	193	0%	0	0
0	0	0%	20	0%	Handicap Fee	4,392	4,747	93%	4,734	93%	4,747	4,392
0	0	0%	65	0%	Lessons	407	878	46%	1,427	29%	878	407
600	0	0%	0	0%	Other Pro Shop Revenue	3,543	0	0%	0	0%	0	3,543
0	0	0%	65	0%	Rental Clubs	1,856	1,487	125%	2,285	81%	1,487	1,856
125	750	17%	3,867	3%	Retail	53,694	48,222	111%	72,079	74%	48,222	53,694
0	2,250	0%	1,533	0%	Range	16,885	38,615	44%	35,287	48%	38,615	16,885
0	0	0%	8,710	0%	Food & Beverage	104,050	110,318	94%	165,183	63%	110,318	104,050
0	0	0%	4,201	0%	Beer	44,563	47,048	95%	75,554	59%	47,048	44,563
0	0	0%	1,682	0%	Liquor	26,928	28,483	95%	37,828	71%	28,483	26,928
0	0	0%	241	0%	Wine	6,826	6,549	104%	7,808	87%	6,549	6,826
0	0	0%	0	0%	F&B Other	600	0	0%	1,374	44%	0	600
0	0	0%	2,039	0%	City Surcharge R & R	24,901	28,192	88%	38,076	65%	28,192	24,901
1,403	3,000	47%	79,480	2%	Total Revenues	1,004,262	1,096,834	92%	1,493,137	67%	1,096,834	1,004,262
COST OF GOODS SOLD												
191	525	36%	33	579%	COGS - Merchandise	44,543	33,786	132%	49,275	90%	33,786	44,543
0	0	0%	4,506	0%	COGS - Food & Beverage	47,068	44,127	107%	75,150	63%	44,127	47,068
0	0	0%	2,065	0%	COGS - Beer	16,879	17,408	97%	27,336	62%	17,408	16,879
0	0	0%	572	0%	COGS - Liquor	5,659	6,266	90%	6,759	84%	6,266	5,659
0	0	0%	29	0%	COGS - Wine	2,986	1,573	190%	3,273	91%	1,573	2,986
191	525	36%	7,205	3%	Total COGS	117,135	103,160	114%	161,794	72%	103,160	117,135
1,212	2,475	49%	72,276	2%	GROSS MARGIN	887,128	993,674	89%	1,331,343	67%	993,674	887,128
152.35%	70.00%	217.65%	0.85%	17849.01%	COGS - Merchandise %	82.96%	70.06%	118.40%	68.18%	121.68%	70.06%	1283.74%
0.00%	0.00%	0.00%	51.73%	0.00%	COGS - Food & Beverage %	45.24%	40.00%	113.09%	45.50%	99.43%	40.00%	322.20%
0.00%	0.00%	0.00%	49.16%	0.00%	COGS - Beer %	37.88%	37.00%	102.37%	36.18%	104.69%	37.00%	267.33%
0.00%	0.00%	0.00%	34.02%	0.00%	COGS - Liquor %	21.01%	22.00%	95.53%	17.87%	117.61%	22.00%	147.19%
0.00%	0.00%	0.00%	11.85%	0.00%	COGS - Wine %	43.74%	24.02%	182.12%	41.92%	104.35%	24.02%	270.84%
0.00%	0.00%	0.00%	48.35%	0.00%	COGS - All Food & Bev	39.81%	36.06%	110.39%	39.29%	101.31%	36.06%	8359.42%
PAYROLL												
17,036	17,461	98%	14,191	120%	Gross Payroll - Salaried	219,565	207,995	106%	205,247	107%	207,995	219,565
0	0	0%	(112)	0%	Gross Kitchen Payroll - Salaried	24,498	26,250	93%	39,595	62%	26,250	24,498
13,953	12,050	116%	18,670	75%	Gross Payroll - Hourly	202,269	203,142	100%	234,080	86%	203,142	202,269
0	0	0%	5,246	0%	Gross Kitchen Payroll - Hourly	51,389	44,397	116%	74,517	69%	44,397	51,389
30,989	29,511	105%	37,995	82%	S/T Wages	497,721	481,784	103%	553,440	90%	481,784	497,721
2,332	2,277	102%	3,249	72%	Payroll Tax - FICA	38,289	36,674	104%	42,594	90%	36,674	38,289
131	141	93%	652	20%	Payroll Tax - UC	10,419	13,289	78%	13,671	76%	13,289	10,419
635	650	98%	603	79%	Payroll Tax - WC	12,143	10,012	121%	11,899	102%	10,012	12,143
7,214	5,717	126%	6,843	105%	Benefits	71,975	76,195	94%	79,656	90%	76,195	71,975
10,312	8,785	117%	11,548	89%	S/T Adders	132,826	136,170	98%	147,819	90%	136,170	132,826
41,301	38,296	108%	49,542	83%	TOTAL PAYROLL	630,548	617,954	102%	701,259	90%	617,954	630,548
OPERATING EXPENSES												
0	0	0%	162	0%	Bar Supplies	2,165	2,425	89%	4,611	47%	2,425	2,165
0	0	0%	0	0%	Cart Supplies	521	431	121%	468	111%	431	521
115	500	23%	109	105%	Course Accessories	4,260	2,608	163%	3,887	110%	2,608	4,260
0	0	0%	117	0%	Dining Room Supplies	92	1,494	6%	1,743	5%	1,494	92
3,932	3,394	116%	1,542	255%	Fertilizer	26,899	18,947	142%	11,111	242%	18,947	26,899
1,174	1,275	92%	1,655	71%	Fuel	10,676	13,913	77%	13,664	78%	13,913	10,676
1,213	0	0%	0	0%	Fungicides	2,533	2,494	102%	2,155	118%	2,494	2,533
1,716	1,960	88%	283	606%	Herbicides	17,135	9,202	186%	12,667	135%	9,202	17,135
1,179	2,500	47%	496	238%	Insecticides	14,817	11,975	124%	12,317	120%	11,975	14,817
58	0	0%	246	24%	Janitorial Supplies	4,336	5,410	80%	7,421	58%	5,410	4,336
0	0	0%	72	0%	Kitchen Supplies	3,816	2,098	182%	3,579	107%	2,098	3,816
0	0	0%	150	0%	Laundry/Linens	3,772	3,440	110%	5,858	64%	3,440	3,772
0	0	0%	91	0%	Laundry/Uniforms	2,038	2,518	81%	2,417	84%	2,518	2,038
64	50	128%	459	14%	Office Supplies	2,545	3,146	81%	4,287	59%	3,146	2,545
0	0	0%	0	0%	Printing	72	0	0%	0	0%	0	72
0	0	0%	0	0%	Range Balls	3,675	8,970	41%	2,970	124%	8,970	3,675
0	0	0%	0	0%	Range Equipment	173	0	0%	0	0%	0	173
0	0	0%	0	0%	Range Expenses	463	411	113%	1,206	38%	411	463
2,444	600	407%	0	0%	Sand/Topdress	5,634	3,572	158%	2,479	227%	3,572	5,634
0	0	0%	0	0%	Seeds/Trees	16,125	16,131	100%	16,131	100%	16,125	16,125
0	0	0%	0	0%	Small Tools	186	16	1164%	58	319%	16	186
0	0	0%	0	0%	Staff/Volunteer Uniforms	283	445	64%	178	159%	445	283
0	0	0%	0	0%	Supplies	2,145	2,750	78%	3,126	69%	2,750	2,145
0	0	0%	50	0%	Tournament Expense	2,547	595	428%	812	314%	595	2,547

The Golf Club at Cypress Head
Summary of All Units
For the Twelve Months Ending September 30, 2015

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
91	90	101%	91	100%	Alarm System	1,518	1,238	123%	1,953	78%	1,238	1,518
0	0	0%	340	0%	Carpet Cleaning	300	0	0%	890	34%	0	300
0	0	0%	770	0%	Cart Repairs	24,835	226	10989%	2,889	860%	226	24,835
125	235	53%	259	48%	Computer Service	2,953	2,820	105%	2,985	99%	2,820	2,953
130	0	0%	549	24%	Contract Cleaning	4,259	3,843	111%	6,588	65%	3,843	4,259
0	0	0%	0	0%	Handicap Expense	4,662	4,662	99%	4,788	97%	4,662	4,662
164	1,400	12%	754	22%	Irrigation	5,203	5,203	141%	4,706	156%	5,203	7,326
0	0	0%	184	0%	Lesson Expense	319	525	61%	1,028	31%	525	319
0	285	0%	115	0%	Pest Control	920	1,140	81%	1,590	58%	1,140	920
2,963	1,500	198%	418	709%	Repair & Maint - Equipment	28,395	22,370	127%	25,138	113%	22,370	28,395
111	0	0%	(159)	-70%	Repair & Maint - Building	3,077	6,432	48%	6,624	46%	6,432	3,077
0	0	0%	0	0%	Repair & Maint - Other	907	0	0%	0	0%	0	907
6,032	6,032	100%	6,032	100%	Cart Lease	72,386	72,384	100%	72,386	100%	72,384	72,386
4,495	4,495	100%	5,284	85%	Equipment Lease	54,789	55,098	99%	63,412	86%	55,098	54,789
168	157	107%	157	107%	Off-Site Storage	2,072	1,884	110%	1,757	118%	1,884	2,072
586	425	138%	1,017	58%	Utilities - Electric	13,379	8,936	150%	13,117	102%	8,936	13,379
0	0	0%	615	0%	Utilities - Gas	6,026	5,445	111%	10,349	58%	5,445	6,026
2,822	2,374	119%	3,586	79%	Utilities - Other	39,257	36,780	107%	41,126	95%	36,780	39,257
192	202	95%	242	79%	Utilities - Telephone/Fax	2,815	2,816	100%	2,598	108%	2,816	2,815
244	370	66%	189	129%	Utilities - Water	2,695	2,532	106%	2,299	117%	2,532	2,695
8,417	10,000	84%	869	968%	Advertising & Promotion	27,255	32,119	85%	18,990	144%	32,119	27,255
16	190	8%	26	61%	Bank Charges	718	2,440	29%	563	127%	2,440	718
16	0	0%	(410)	-4%	Cash Short/(Over)	(6)	0	0%	134	-5%	0	(6)
175	175	100%	175	100%	Cell Phone	1,650	2,050	80%	1,925	86%	2,050	1,650
0	0	0%	2,039	0%	City Surcharge R & R	24,901	28,192	88%	38,076	65%	28,192	24,901
0	35	0%	0	0%	Copier/Photocopies	955	326	293%	714	134%	326	955
31	75	41%	1,682	2%	Credit Card Discounts	21,213	16,859	126%	26,569	80%	16,859	21,213
545	0	0%	0	0%	Donations	1,989	0	0%	0	0%	0	1,989
110	40	275%	0	0%	Dues & Subscriptions	1,193	611	195%	666	179%	611	1,193
0	0	0%	0	0%	Education & Training	535	496	108%	0	0%	496	535
332	0	0%	12	2864%	Employee Relations	1,816	2,262	80%	3,105	58%	2,262	1,816
116	0	0%	0	0%	Employee Testing	145	166	87%	306	47%	166	145
3,796	3,733	102%	3,665	104%	Insurance Expense	46,072	44,024	105%	42,403	109%	44,024	46,072
0	0	0%	0	0%	Member Relations	283	442	64%	725	39%	442	283
34	0	0%	69	50%	Messenger Service - Fedex	349	249	140%	369	95%	249	349
0	0	0%	0	0%	Miscellaneous	41	0	0%	0	0%	0	41
0	0	0%	0	0%	O/S - Accounting	12,000	13,800	87%	13,200	91%	13,800	12,000
0	0	0%	80	0%	O/S - Legal	2,648	150	1766%	230	1151%	150	2,648
0	0	0%	1,800	0%	O/S - Other	3,952	4,276	92%	6,004	66%	4,276	3,952
60	122	49%	337	18%	Payroll Processing Fee	3,778	2,722	139%	3,197	118%	2,722	3,778
190	65	293%	154	124%	Postage/Shipping	459	663	69%	634	72%	663	459
0	0	0%	0	0%	Professional Dues	565	700	81%	0	0%	700	565
0	45	0%	129	0%	Tax/Licenses/Fees	1,857	83	2237%	797	233%	83	1,857
398	0	0%	0	0%	Theft Loss	6,109	2,140	285%	3,803	161%	2,140	6,109
0	0	0%	0	0%	Travel - Meals	54	0	0%	0	0%	0	54
1,464	718	204%	402	364%	Travel - Other	15,132	9,888	153%	8,521	178%	9,888	15,132
0	0	0%	0	0%	Website Expenses	2,100	2,100	100%	2,100	100%	2,100	2,100
49	0	0%	0	0%	Employee Meals	1,444	0	0%	0	0%	0	1,444
45,765	43,042	106%	36,905	124%	TOTAL OPERATING EXPENSES	579,003	514,113	113%	552,399	105%	514,113	579,003
(85,854)	(78,863)	109%	(14,172)	606%	EBITDA	(322,423)	(138,393)	233%	77,685	-415%	(138,393)	(322,423)
0	7,370	0%	7,225	0%	Management Fee	66,226	66,330	100%	86,700	76%	66,330	66,226
0	7,370	0%	7,225	0%	Management Fees	66,226	66,330	100%	86,700	76%	66,330	66,226
0	0	0%	(1,111)	0%	Deprec - Office F,F&E	0	1,078	0%	583	0%	1,078	0
98	0	0%	(328)	-30%	Deprec - Mach & Equip	1,171	753	155%	745	157%	753	1,171
283	0	0%	(1,299)	-22%	Deprec - Buildings	3,401	1,984	171%	1,819	187%	1,984	3,401
381	0	0%	(2,738)	-14%	S/T DEPR. & AMORT	4,572	3,815	120%	3,147	145%	3,815	4,572
(86,235)	(86,233)	100%	(18,659)	462%	NET INCOME	(393,221)	(208,538)	189%	(12,162)	3233%	(208,538)	(393,221)

The Golf Club at Cypress Head
Course & Grounds
For the Twelve Months Ending September 30, 2015

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
177	0	0%	31,470	1%	Green Fees	426,153	460,517	93%	594,288	72%	460,517	426,153
0	0	0%	2,039	0%	City Surcharge R & R	24,901	28,192	88%	38,076	65%	28,192	24,901
177	0	0%	33,509	1%	Total Revenues	451,054	488,709	92%	632,364	71%	488,709	451,054
177	0	0%	33,509	1%	GROSS MARGIN	451,054	488,709	92%	632,364	71%	488,709	451,054
PAYROLL												
6,605	6,650	99%	5,143	128%	Gross Payroll - Salaried	77,856	80,003	97%	75,345	103%	80,003	77,856
13,953	12,050	116%	12,244	114%	Gross Payroll - Hourly	149,225	143,978	104%	135,042	111%	143,978	149,225
20,559	18,700	110%	17,386	118%	S/T Wages	227,081	223,981	101%	210,387	108%	223,981	227,081
1,473	1,450	102%	1,431	103%	Payroll Tax - FICA	16,075	17,232	93%	15,194	106%	17,232	16,075
131	116	113%	278	47%	Payroll Tax - UC	3,805	5,168	74%	4,169	91%	5,168	3,805
392	410	96%	391	100%	Payroll Tax - WC	5,178	4,726	110%	4,468	116%	4,726	5,178
4,769	3,411	140%	3,810	125%	Benefits	39,142	39,398	99%	37,324	105%	39,398	39,142
6,765	5,387	126%	5,909	114%	S/T Adders	64,199	66,524	97%	61,156	105%	66,524	64,199
27,324	24,087	113%	23,296	117%	TOTAL PAYROLL	291,280	290,505	100%	271,543	107%	290,505	291,280
OPERATING EXPENSES												
115	500	23%	109	105%	Course Accessories	4,260	2,608	163%	3,887	110%	2,608	4,260
3,932	3,394	116%	1,542	255%	Fertilizer	26,899	18,947	142%	11,111	242%	18,947	26,899
1,174	1,275	92%	1,655	71%	Fuel	10,676	13,913	77%	13,664	78%	13,913	10,676
1,213	0	0%	0	0%	Fungicides	2,533	2,494	102%	2,155	118%	2,494	2,533
1,716	1,960	88%	283	606%	Herbicides	17,135	9,202	186%	12,667	135%	9,202	17,135
1,179	2,500	47%	496	238%	Insecticides	14,817	11,975	124%	12,317	120%	11,975	14,817
2,444	600	407%	0	0%	Sand/Topdress	5,634	3,572	158%	2,479	227%	3,572	5,634
0	0	0%	0	0%	Seeds/Trees	16,125	16,131	100%	16,131	100%	16,131	16,125
0	0	0%	0	0%	Small Tools	186	16	1164%	58	319%	16	186
0	0	0%	0	0%	Staff/Volunteer Uniforms	283	445	64%	178	159%	445	283
164	1,400	12%	754	22%	Irrigation	7,326	5,203	141%	4,706	156%	5,203	7,326
2,963	1,500	198%	418	709%	Repair & Maint - Equipment	21,395	19,319	111%	19,646	109%	19,319	21,395
0	0	0%	(159)	0%	Repair & Maint - Building	662	41	1615%	382	173%	41	662
4,495	4,495	100%	5,159	87%	Equipment Lease	53,939	54,098	100%	61,912	87%	54,098	53,939
303	325	93%	288	105%	Utilities - Electric	3,170	2,402	132%	2,562	124%	2,402	3,170
1,616	1,374	118%	1,337	121%	Utilities - Other	18,939	19,965	95%	16,143	117%	19,965	18,939
92	101	91%	92	100%	Utilities - Telephone/Fax	1,118	1,120	100%	884	126%	1,120	1,118
244	370	66%	189	129%	Utilities - Water	2,695	2,532	106%	2,299	117%	2,532	2,695
0	0	0%	0	0%	Education & Training	230	496	46%	0	0%	496	230
0	0	0%	0	0%	Employee Relations	145	0	0%	0	0%	0	145
116	0	0%	0	0%	Employee Testing	145	166	87%	306	47%	166	145
0	0	0%	1,800	0%	O/S - Other	3,875	3,720	104%	5,420	71%	3,720	3,875
0	0	0%	0	0%	Professional Dues	565	700	81%	0	0%	700	565
300	300	100%	300	100%	Travel - Other	1,200	3,600	33%	3,600	33%	3,600	1,200
22,063	20,094	110%	14,264	155%	TOTAL OPERATING EXPENSES	213,953	192,665	111%	192,508	111%	192,665	213,953
(49,210)	(44,181)	111%	(4,050)	1215%	EBITDA	(54,179)	5,539	-978%	168,313	-32%	5,539	(54,179)
(49,210)	(44,181)	111%	(4,050)	1215%	NET INCOME	(54,179)	5,539	-978%	168,313	-32%	5,539	(54,179)

The Golf Club at Cypress Head
Carts
For the Twelve Months Ending September 30, 2015

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
0	0	0%	25,587	0%	REVENUES							
0	0	0%	25,587	0%	Cart Fee	288,715	321,778	90%	456,771	63%	321,778	288,715
0	0	0%	25,587	0%	Total Revenues	288,715	321,778	90%	456,771	63%	321,778	288,715
0	0	0%	25,587	0%	GROSS MARGIN	288,715	321,778	90%	456,771	63%	321,778	288,715
0	0	0%	3,489	0%	PAYROLL							
0	0	0%	3,489	0%	Gross Payroll - Hourly	34,791	35,844	97%	56,791	61%	35,844	34,791
					S/T Wages	34,791	35,844	97%	56,791	61%	35,844	34,791
0	0	0%	282	0%	Payroll Tax - FICA	2,636	2,743	96%	4,356	61%	2,743	2,636
0	0	0%	170	0%	Payroll Tax - UC	1,532	2,189	70%	2,820	54%	2,189	1,532
0	0	0%	69	0%	Payroll Tax - WC	719	736	98%	1,205	60%	736	719
0	0	0%	5	0%	Benefits	62	52	120%	96	65%	52	62
0	0	0%	527	0%	S/T Adders	4,950	5,720	87%	8,477	58%	5,720	4,950
0	0	0%	4,016	0%	TOTAL PAYROLL	39,741	41,564	96%	65,268	61%	41,564	39,741
0	0	0%	0	0%	OPERATING EXPENSES							
0	0	0%	770	0%	Cart Supplies	521	431	121%	468	111%	431	521
0	0	0%	283	0%	Cart Repairs	24,835	226	10989%	2,889	860%	226	24,835
6,032	6,032	100%	6,032	100%	Cart Lease	72,386	72,384	100%	72,386	100%	72,384	72,386
283	100	283%	729	39%	Utilities - Electric	10,208	6,534	156%	10,554	97%	6,534	10,208
6,315	6,132	103%	7,531	84%	TOTAL OPERATING EXPENSES	107,951	79,575	136%	86,297	125%	79,575	107,951
(6,315)	(6,132)	103%	14,040	-45%	EBITDA	141,023	200,639	70%	305,206	46%	200,639	141,023
(6,315)	(6,132)	103%	14,040	-45%	NET INCOME	141,023	200,639	70%	305,206	46%	200,639	141,023

The Golf Club at Cypress Head
Range
For the Twelve Months Ending September 30, 2015

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
0	2,250	0%	1,533	0%	REVENUES							
0	2,250	0%	1,533	0%	Range	16,885	38,615	44%	35,287	48%	38,615	16,885
0	2,250	0%	1,533	0%	Total Revenues	16,885	38,615	44%	35,287	48%	38,615	16,885
0	2,250	0%	1,533	0%	GROSS MARGIN	16,885	38,615	44%	35,287	48%	38,615	16,885
0	0	0%	0	0%	OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	3,675	8,970	41%	2,970	124%	8,970	3,675
0	0	0%	0	0%	Range Equipment	173	0	0%	0	0%	0	173
0	0	0%	0	0%	Range Expenses	463	411	113%	1,206	38%	411	463
0	0	0%	0	0%	Repair & Maint - Equipment	1,103	580	190%	1,034	107%	580	1,103
0	0	0%	0	0%	TOTAL OPERATING EXPENSES	5,414	9,961	54%	5,209	104%	9,961	5,414
0	2,250	0%	1,533	0%	EBITDA	11,471	28,654	40%	30,077	38%	28,654	11,471
0	2,250	0%	1,533	0%	NET INCOME	11,471	28,654	40%	30,077	38%	28,654	11,471

The Golf Club at Cypress Head
F & B Cafe
For the Twelve Months Ending September 30, 2015

MTD	MTD	% of	MTD	% of	YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY	Actual	Budget	Budget	Prior Year	PY	Budget	
REVENUES											
0	0	0%	8,710	0%	104,050	110,318	94%	165,183	63%	110,318	104,050
0	0	0%	4,201	0%	44,563	47,048	95%	75,554	59%	47,048	44,563
0	0	0%	1,682	0%	26,928	28,483	95%	37,828	71%	28,483	26,928
0	0	0%	241	0%	6,826	6,549	104%	7,808	87%	6,549	6,826
0	0	0%	0	0%	600	0	0%	1,374	44%	0	600
0	0	0%	14,833	0%	182,967	192,398	95%	287,748	64%	192,398	182,967
TOTAL REVENUES											
COST OF GOODS SOLD											
0	0	0%	4,506	0%	47,068	44,127	107%	75,150	63%	44,127	47,068
0	0	0%	2,065	0%	16,879	17,408	97%	27,336	62%	17,408	16,879
0	0	0%	572	0%	5,659	6,266	90%	6,759	84%	6,266	5,659
0	0	0%	29	0%	2,986	1,573	190%	3,273	91%	1,573	2,986
0	0	0%	7,172	0%	72,592	69,374	105%	112,519	65%	69,374	72,592
0	0	0%	7,662	0%	110,375	123,024	90%	175,228	63%	123,024	110,375
GROSS MARGIN											
0.00%	0.00%	0.00%	51.73%	0.00%	45.24%	40.00%	113.09%	45.50%	99.43%	40.00%	322.20%
0.00%	0.00%	0.00%	49.16%	0.00%	37.88%	37.00%	102.37%	36.18%	104.69%	37.00%	267.33%
0.00%	0.00%	0.00%	34.02%	0.00%	21.01%	22.00%	95.53%	17.87%	117.61%	22.00%	147.19%
0.00%	0.00%	0.00%	11.85%	0.00%	43.74%	24.02%	182.12%	41.92%	104.35%	24.02%	270.84%
0.00%	0.00%	0.00%	48.35%	0.00%	39.81%	36.06%	110.39%	39.29%	101.31%	36.06%	8359.42%
PAYROLL											
0	0	0%	(112)	0%	24,498	26,250	93%	39,595	62%	26,250	24,498
0	0	0%	5,246	0%	51,389	44,397	116%	74,517	69%	44,397	51,389
0	0	0%	5,134	0%	75,887	70,647	107%	114,112	67%	70,647	75,887
0	0	0%	478	0%	6,459	5,406	119%	9,632	67%	5,406	6,459
0	0	0%	160	0%	3,142	3,047	103%	4,126	76%	3,047	3,142
0	0	0%	131	0%	2,039	1,449	141%	2,479	82%	1,449	2,039
0	0	0%	374	0%	6,719	8,578	78%	12,465	54%	8,578	6,719
0	0	0%	1,143	0%	18,358	18,480	99%	28,702	64%	18,480	18,358
0	0	0%	6,277	0%	94,245	89,127	106%	142,814	66%	89,127	94,245
TOTAL PAYROLL											
OPERATING EXPENSES											
0	0	0%	162	0%	2,165	2,425	89%	4,611	47%	2,425	2,165
0	0	0%	117	0%	92	1,494	6%	1,743	5%	1,494	92
0	0	0%	72	0%	3,816	2,098	182%	3,579	107%	2,098	3,816
0	0	0%	150	0%	3,772	3,440	110%	5,858	64%	3,440	3,772
0	0	0%	0	0%	57	0	0%	20	284%	0	57
0	0	0%	0	0%	4,898	1,802	272%	3,711	132%	1,802	4,898
0	0	0%	125	0%	851	1,000	85%	1,500	57%	1,000	851
0	0	0%	615	0%	6,026	5,445	111%	10,349	58%	5,445	6,026
0	0	0%	0	0%	2,343	0	0%	923	254%	0	2,343
398	0	0%	0	0%	6,109	2,140	285%	3,803	161%	2,140	6,109
398	0	0%	1,241	32%	30,128	19,844	152%	36,098	83%	19,844	30,128
TOTAL OPERATING EXPENSES											
(398)	0	0%	144	-276%	(13,998)	14,053	-100%	(3,683)	380%	14,053	(13,998)
EBITDA											
(398)	0	0%	144	-276%	(13,998)	14,053	-100%	(3,683)	380%	14,053	(13,998)
NET INCOME											
(398)	0	0%	144	-276%	(13,998)	14,053	-100%	(3,683)	380%	14,053	(13,998)

The Golf Club at Cypress Head
Golf Shop
For the Twelve Months Ending September 30, 2015

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	0	0%	0	0%	Merchandise	0	0	0%	193	0%	0	0
0	0	0%	20	0%	Handicap Fee	4,392	4,747	93%	4,734	93%	4,747	4,392
0	0	0%	65	0%	Lessons	407	878	46%	1,427	29%	878	407
600	0	0%	0	0%	Other Pro Shop Revenue	3,543	0	0%	0	0%	0	3,543
0	0	0%	65	0%	Rental Clubs	1,856	1,487	125%	2,285	81%	1,487	1,856
125	750	17%	3,867	3%	Retail	53,694	48,222	111%	72,079	74%	48,222	53,694
725	750	97%	4,017	18%	Total Revenues	63,891	55,334	115%	80,718	79%	55,334	63,891
COST OF GOODS SOLD												
191	525	36%	33	579%	COGS - Merchandise	44,543	33,786	132%	49,275	90%	33,786	44,543
191	525	36%	33	579%	Total COGS	44,543	33,786	132%	49,275	90%	33,786	44,543
534	225	237%	3,984	13%	GROSS MARGIN	19,349	21,548	90%	31,443	62%	21,548	19,349
152.35%	70.00%	217.65%	0.85%	17849.01%	COGS - Merchandise %	82.96%	70.06%	118.40%	68.18%	121.68%	70.06%	1283.74%
PAYROLL												
0	0	0%	0	0%	Gross Payroll - Salaried	13,317	0	0%	0	0%	0	13,317
0	0	0%	2,937	0%	Gross Payroll - Hourly	13,792	23,320	59%	42,247	33%	23,320	13,792
0	0	0%	2,937	0%	S/T Wages	27,109	23,320	116%	42,247	64%	23,320	27,109
0	0	0%	248	0%	Payroll Tax - FICA	1,980	1,784	111%	3,337	59%	1,784	1,980
0	0	0%	44	0%	Payroll Tax - UC	679	1,185	57%	1,424	48%	1,185	679
0	0	0%	65	0%	Payroll Tax - WC	636	479	133%	914	70%	479	636
0	0	0%	452	0%	Benefits	3,162	2,450	129%	5,471	58%	2,450	3,162
0	0	0%	809	0%	S/T Adders	6,457	5,898	109%	11,146	58%	5,898	6,457
0	0	0%	3,746	0%	TOTAL PAYROLL	33,566	29,218	115%	53,393	63%	29,218	33,566
OPERATING EXPENSES												
0	0	0%	0	0%	Office Supplies	178	128	139%	180	99%	128	178
0	0	0%	0	0%	Printing	72	0	0%	0	0%	0	72
0	0	0%	0	0%	Supplies	2,145	2,750	78%	3,126	69%	2,750	2,145
0	0	0%	50	0%	Tournament Expense	2,547	595	428%	812	314%	595	2,547
0	0	0%	0	0%	Handicap Expense	4,662	4,692	99%	4,768	97%	4,692	4,662
0	0	0%	184	0%	Lesson Expense	319	525	61%	1,028	31%	525	319
0	0	0%	0	0%	Repair & Maint - Building	164	0	0%	0	0%	0	164
0	0	0%	234	0%	TOTAL OPERATING EXPENSES	10,087	8,690	116%	9,935	102%	8,690	10,087
534	225	237%	4	12692%	EBITDA	(24,304)	(16,360)	149%	(31,885)	76%	(16,360)	(24,304)
534	225	237%	4	12692%	NET INCOME	(24,304)	(16,360)	149%	(31,885)	76%	(16,360)	(24,304)

The Golf Club at Cypress Head
G & A
For the Twelve Months Ending September 30, 2015

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
500	0	0%	0	0%	Initiation Fees	750	0	0%	250	300%	0	750
500	0	0%	0	0%	Total Revenues	750	0	0%	250	300%	0	750
500	0	0%	0	0%	GROSS MARGIN	750	0	0%	250	300%	0	750
PAYROLL												
7,908	7,751	102%	6,979	113%	Gross Payroll - Salaried	92,045	93,012	99%	91,150	101%	93,012	92,045
0	0	0%	0	0%	Gross Payroll - Hourly	4,461	0	0%	0	0%	0	4,461
7,908	7,751	102%	6,979	113%	S/T Wages	96,506	93,012	104%	91,150	106%	93,012	96,506
680	593	115%	611	111%	Payroll Tax - FICA	8,252	7,116	116%	7,151	115%	7,116	8,252
0	25	0%	0	0%	Payroll Tax - UC	921	1,091	84%	742	124%	1,091	921
184	167	110%	85	216%	Payroll Tax - WC	2,642	1,949	136%	2,021	131%	1,949	2,642
1,878	1,931	97%	1,790	105%	Benefits	18,291	22,332	82%	19,900	92%	22,332	18,291
2,741	2,716	101%	2,486	110%	S/T Adders	30,107	32,488	93%	29,814	101%	32,488	30,107
10,650	10,467	102%	9,465	113%	TOTAL PAYROLL	126,613	125,500	101%	120,964	105%	125,500	126,613
OPERATING EXPENSES												
58	0	0%	246	24%	Janitorial Supplies	4,336	5,410	80%	7,421	58%	5,410	4,336
0	0	0%	91	0%	Laundry/Uniforms	2,038	2,518	81%	2,417	84%	2,518	2,038
64	50	128%	459	14%	Office Supplies	2,311	3,018	77%	4,087	57%	3,018	2,311
91	90	101%	91	100%	Alarm System	1,518	1,238	123%	1,953	78%	1,238	1,518
0	0	0%	340	0%	Carpet Cleaning	300	0	0%	890	34%	0	300
125	235	53%	259	48%	Computer Service	2,953	2,820	105%	2,985	99%	2,820	2,953
130	0	0%	549	24%	Contract Cleaning	4,259	3,843	111%	6,588	65%	3,843	4,259
0	285	0%	115	0%	Pest Control	920	1,140	81%	1,590	58%	1,140	920
0	0	0%	0	0%	Repair & Maint - Equipment	999	669	149%	747	134%	669	999
111	0	0%	0	0%	Repair & Maint - Building	2,251	6,391	35%	6,242	36%	6,391	2,251
0	0	0%	0	0%	Repair & Maint - Other	907	0	0%	0	0%	0	907
168	157	107%	157	107%	Off-Site Storage	2,072	1,884	110%	1,757	118%	1,884	2,072
1,206	1,000	121%	2,249	54%	Utilities - Other	20,318	16,815	121%	24,982	81%	16,815	20,318
100	101	99%	150	67%	Utilities - Telephone/Fax	1,697	1,696	100%	1,714	99%	1,696	1,697
16	190	8%	26	61%	Bank Charges	718	2,440	29%	563	127%	2,440	718
0	0	0%	(410)	-4%	Cash Short/(Over)	(6)	0	0%	134	-5%	0	(6)
175	175	100%	175	100%	Cell Phone	1,650	2,050	80%	1,925	86%	2,050	1,650
0	0	0%	2,039	0%	City Surcharge R & R	24,901	28,192	88%	38,076	65%	28,192	24,901
0	35	0%	0	0%	Copier/Photocopies	955	326	293%	714	134%	326	955
31	75	41%	1,682	2%	Credit Card Discounts	21,213	16,859	126%	26,569	80%	16,859	21,213
545	0	0%	0	0%	Donations	1,989	0	0%	0	0%	0	1,989
110	40	275%	0	0%	Dues & Subscriptions	1,193	611	195%	666	179%	611	1,193
0	0	0%	0	0%	Education & Training	305	0	0%	0	0%	0	305
332	0	0%	12	2864%	Employee Relations	1,671	2,262	74%	3,105	54%	2,262	1,671
3,796	3,733	102%	3,665	104%	Insurance Expense	46,072	44,024	105%	42,403	109%	44,024	46,072
0	0	0%	0	0%	Member Relations	283	442	64%	725	39%	442	283
34	0	0%	69	50%	Messenger Service - Fedex	349	249	140%	369	95%	249	349
0	0	0%	0	0%	O/S - Accounting	12,000	13,800	87%	13,200	91%	13,800	12,000
0	0	0%	80	0%	O/S - Legal	2,648	150	1766%	230	1151%	150	2,648
0	0	0%	0	0%	O/S - Other	77	556	14%	584	13%	556	77
60	122	49%	337	18%	Payroll Processing Fee	3,778	2,722	139%	3,197	118%	2,722	3,778
190	65	293%	154	124%	Postage/Shipping	459	663	69%	634	72%	663	459
0	45	0%	129	0%	Tax/Licenses/Fees	(486)	83	-586%	(126)	385%	83	(486)
0	0	0%	0	0%	Travel - Meals	0	54	0%	0	0%	54	0
1,164	418	278%	102	1136%	Travel - Other	13,739	6,288	218%	4,921	279%	6,288	13,739
49	0	0%	0	0%	Employee Meals	1,444	0	0%	0	0%	0	1,444
8,571	6,816	126%	12,766	67%	TOTAL OPERATING EXPENSES	181,883	169,159	108%	201,262	90%	169,159	181,883
(18,721)	(17,283)	108%	(22,231)	84%	EBITDA	(307,746)	(294,659)	104%	(321,976)	96%	(294,659)	(307,746)
0	7,370	0%	7,225	0%	Management Fee	66,226	66,330	100%	86,700	76%	66,330	66,226
0	7,370	0%	7,225	0%	Management Fees	66,226	66,330	100%	86,700	76%	66,330	66,226
0	0	0%	(1,111)	0%	Deprec - Office F&E	0	1,078	0%	583	0%	1,078	0
98	0	0%	(328)	-30%	Deprec - Mach & Equip	1,171	753	155%	745	157%	753	1,171
283	0	0%	(1,299)	-22%	Deprec - Buildings	3,401	1,984	171%	1,819	187%	1,984	3,401
381	0	0%	(2,738)	-14%	S/T DEPR. & AMORT	4,572	3,815	120%	3,147	145%	3,815	4,572
(19,102)	(24,653)	77%	(26,718)	71%	NET INCOME	(378,544)	(364,804)	104%	(411,823)	92%	(364,804)	(378,544)

The Golf Club at Cypress Head
Marketing
For the Twelve Months Ending September 30, 2015

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
2,522	3,060	82%	2,069	122%	Gross Payroll - Salaried	36,347	34,980	104%	38,752	94%	34,980	36,347
2,522	3,060	82%	2,069	122%	S/T Wages	36,347	34,980	104%	38,752	94%	34,980	36,347
179	234	76%	198	90%	Payroll Tax - FICA	2,887	2,393	121%	2,923	99%	2,393	2,887
0	0	0%	0	0%	Payroll Tax - UC	339	609	56%	389	87%	609	339
59	73	80%	62	95%	Payroll Tax - WC	930	673	138%	812	115%	673	930
568	375	151%	413	137%	Benefits	4,599	3,385	136%	4,400	105%	3,385	4,599
805	682	118%	673	120%	S/T Adders	8,756	7,060	124%	8,524	103%	7,060	8,756
3,327	3,742	89%	2,742	121%	TOTAL PAYROLL	45,103	42,040	107%	47,276	95%	42,040	45,103
					OPERATING EXPENSES							
8,417	10,000	84%	869	968%	Advertising & Promotion	27,255	32,119	85%	18,990	144%	32,119	27,255
0	0	0%	0	0%	Miscellaneous	41	0	0%	0	0%	0	41
0	0	0%	0	0%	Travel - Other	193	0	0%	0	0%	0	193
0	0	0%	0	0%	Website Expenses	2,100	2,100	100%	2,100	100%	2,100	2,100
8,417	10,000	84%	869	968%	TOTAL OPERATING EXPENSES	29,588	34,219	86%	21,090	140%	34,219	29,588
(11,744)	(13,742)	85%	(3,612)	325%	EBITDA	(74,691)	(76,259)	98%	(68,367)	109%	(76,259)	(74,691)
(11,744)	(13,742)	85%	(3,612)	325%	NET INCOME	(74,691)	(76,259)	98%	(68,367)	109%	(76,259)	(74,691)

The Golf Club at Cypress Head

For the Twelve Months Ending September 30, 2015

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
177	0	0%	57,057	0%	Green Fees & Cart Fees	714,869	782,295	91%	1,051,059	68%	782,295	714,869
125	750	17%	3,867	3%	Merchandise	53,694	48,222	111%	72,272	74%	48,222	53,694
600	0	0%	150	401%	Other Pro Shop	10,198	7,112	143%	8,445	121%	7,112	10,198
0	2,250	0%	1,533	0%	Range	16,885	38,615	44%	35,287	48%	38,615	16,885
0	0	0%	14,833	0%	Food and Beverage	182,967	192,398	95%	287,748	64%	192,398	182,967
500	0	0%	0	0%	Membership Initiation Fees	750	0	0%	250	300%	0	750
0	0	0%	2,039	0%	Other Operating Revenues	24,901	28,192	88%	38,076	65%	28,192	24,901
1,403	3,000	47%	79,480	2%	TOTAL REVENUE	1,004,262	1,096,834	92%	1,493,137	67%	1,096,834	1,004,262
COST OF SALES												
191	525	36%	33	579%	Merchandise	44,543	33,786	132%	49,275	90%	33,786	44,543
0	0	0%	7,172	0%	Food & Beverage	72,592	69,374	105%	112,519	65%	69,374	72,592
191	525	36%	7,205	3%	TOTAL COGS	117,135	103,160	114%	161,794	72%	103,160	117,135
152.4%	70.0%	217.6%	0.9%	17849.0%	COGS - Merchandise %	83.0%	70.1%	118.4%	68.2%	121.7%	70.1%	1283.7%
0.0%	0.0%	0.0%	48.3%	0.0%	COGS - Food %	39.8%	36.1%	110.4%	39.3%	101.3%	36.1%	8359.4%
PAYROLL												
27,324	24,087	113%	23,296	117%	Course and Grounds	291,280	290,505	100%	271,543	107%	290,505	291,280
0	0	0%	4,016	0%	Carts, Range, Starters, Etc.	39,741	41,564	96%	65,268	61%	41,564	39,741
0	0	0%	3,746	0%	Pro Shop	33,566	29,218	115%	53,393	63%	29,218	33,566
0	0	0%	6,277	0%	Food and Beverage	94,245	89,127	106%	142,814	66%	89,127	94,245
10,650	10,467	102%	9,465	113%	General and Administrative	126,613	125,500	101%	120,964	105%	125,500	126,613
3,327	3,742	89%	2,742	121%	Marketing	45,103	42,040	107%	47,276	95%	42,040	45,103
41,301	38,296	108%	49,542	83%	TOTAL PAYROLL	630,548	617,954	102%	701,259	90%	617,954	630,548
OPERATING EXPENSES												
22,063	20,094	110%	14,264	155%	Course and Grounds	213,953	192,665	111%	192,508	111%	192,665	213,953
6,315	6,132	103%	7,531	84%	Carts, Range, Starters, Etc.	113,365	89,536	127%	91,506	124%	89,536	113,365
0	0	0%	234	0%	Pro Shop	10,087	8,690	116%	9,935	102%	8,690	10,087
398	0	0%	1,241	32%	Food and Beverage	30,128	19,844	152%	36,098	83%	19,844	30,128
8,571	6,816	126%	12,766	67%	General and Administrative	181,883	169,159	108%	201,262	90%	169,159	181,883
8,417	10,000	84%	869	968%	Marketing	29,588	34,219	86%	21,090	140%	34,219	29,588
45,765	43,042	106%	36,905	124%	TOTAL OPERATING EXPENSES	579,003	514,113	113%	552,399	105%	514,113	579,003
87,257	81,863	107%	93,652	93%	TOTAL EXPENSES	1,326,685	1,235,227	107%	1,415,452	94%	1,235,227	1,326,685
(85,854)	(78,863)	109%	(14,172)	606%	EBITDA	(322,423)	(138,393)	233%	77,685	-415%	(138,393)	(322,423)

The Golf Club at Cypress Head

For the Twelve Months Ending September 30, 2015

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(85,854)	(78,863)	109%	(14,172)	606%	EBITDA	(322,423)	(138,393)	233%	77,685	-415%	(138,393)	(322,423)
0	(7,370)	0%	(7,225)	0%	MANAGEMENT FEES	(66,226)	(66,330)	100%	(86,700)	76%	(66,330)	(66,226)
(381)	0	0%	2,738	-14%	OTHER INCOME (EXPENSE)	(4,572)	(3,815)	120%	(3,147)	145%	(3,815)	(4,572)
(381)	0	0%	2,738	-14%	Depreciation & Amortization	(4,572)	(3,815)	120%	(3,147)	145%	(3,815)	(4,572)
(381)	0	0%	2,738	-14%	TOTAL OTHER INCOME (EXPENSE)	(4,572)	(3,815)	120%	(3,147)	145%	(3,815)	(4,572)
(86,235)	(86,233)	100%	(18,659)	462%	NET INCOME	(393,221)	(208,538)	189%	(12,162)	3233%	(208,538)	(393,221)
0	0	0%	2,406	0%	Paid Rounds	25,909	27,380	95%	39,557	65%	27,380	25,909
0	0	0%	268	0%	Annual Pass Rounds	2,970	3,233	92%	4,902	61%	3,233	2,970
0	0	0%	156	0%	Other Rounds	1,772	2,007	88%	3,210	55%	2,007	1,772
0	0	0%	2,830	0%	Total Rounds	30,651	32,620	94%	47,669	64%	32,620	30,651
0	0	0%	33	0%	Revenue/Paid Rounds	39	40	97%	38	103%	40	268
0	0	0%	28	0%	Revenue/Total Rounds	33	34	97%	31	105%	34	226

The Golf Club at Cypress Head
For the Twelve Months Ending September 30, 2015

	<u>09/30/15</u>	<u>09/30/14</u>	<u>09/30/14</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Operating	49,118	74,353	74,353
Cash - Manual Checks	750	500	500
Cash - Housebank & Other	<u>246</u>	<u>(174)</u>	<u>(174)</u>
Total Cash	<u>50,114</u>	<u>74,679</u>	<u>74,679</u>
Accounts Receivable			
A/R Member	<u>161,607</u>	<u>43,719</u>	<u>43,719</u>
Total Accounts Receivable	<u>161,607</u>	<u>43,719</u>	<u>43,719</u>
Other Current Assets			
Inventory - Merchandise	11,682	44,295	44,295
Inventory - Food & Beverage	3,488	11,720	11,720
Prepaid Insurance	18,108	16,276	16,276
Prepaid Exp - Other	<u>11,428</u>	<u>10,280</u>	<u>10,280</u>
Total Other Current Assets	<u>44,706</u>	<u>82,570</u>	<u>82,570</u>
TOTAL CURRENT ASSETS	<u>256,426</u>	<u>200,969</u>	<u>200,969</u>
PROPERTY, PLANT AND EQUIPMENT:			
Land	64,835	64,835	64,835
Furniture and Fixtures	26,625	26,625	26,625
Machinery & Equipment	<u>17,712</u>	<u>17,712</u>	<u>17,712</u>
Property Plant and Equipment	109,171	109,171	109,171
Accumulated Depreciation	<u>(81,280)</u>	<u>(76,708)</u>	<u>(76,708)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>27,891</u>	<u>32,463</u>	<u>32,463</u>
OTHER ASSETS:			
Deposits (in ST section of chart)	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
TOTAL OTHER ASSETS	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
TOTAL ASSETS	<u><u>289,318</u></u>	<u><u>238,432</u></u>	<u><u>238,432</u></u>

The Golf Club at Cypress Head
For the Twelve Months Ending September 30, 2015

	<u>09/30/15</u>	<u>09/30/14</u>	<u>09/30/14</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	17,808	21,353	21,353
Accts Pay - Other	412,511	29,631	29,631
Accrued Expenses	8,200	(1,610)	(1,610)
Accrued Payroll	20,979	21,122	21,122
Accrued Taxes	47	9,081	9,081
Accrued Interest	11,197	2,138	2,138
Deferred Revenue	211,797	156,716	156,716
TOTAL CURRENT LIABILITIES	<u>682,539</u>	<u>238,432</u>	<u>238,432</u>
 TOTAL LIABILITIES	 <u>682,539</u>	 <u>238,432</u>	 <u>238,432</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>(393,221)</u>	<u>0</u>	<u>0</u>
Net Retained Earnings	<u>(393,221)</u>	<u>0</u>	<u>0</u>
Stockholders Equity	<u>(393,221)</u>	<u>0</u>	<u>0</u>
TOTAL STOCKHOLDER'S EQUITY	<u>(393,221)</u>	<u>0</u>	<u>0</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>289,318</u></u>	 <u><u>238,432</u></u>	 <u><u>238,432</u></u>

The Golf Club at Cypress Head
General Ledger

Ranges: From: To: 9/30/2015

Date: 9/1/2015

Account: First

Last

Sorted By: Account

Include: Posting, Unit

Print Currency In: Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10060-5950-900	Cash - Operating New	\$25,372.42	\$93,005.98	\$69,260.02	\$23,745.96	\$49,118.38
	10100-5950-900	Cash - Course Other	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00
	10120-5950-900	Cash - New Payroll	(\$596.77)	\$29,909.56	\$29,667.12	\$242.44	(\$354.33)
	10180-5950-900	Cash - Pro Shop Bank	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00
	10200-5950-900	Cash - F&B Bank	\$500.00	\$0.00	\$500.00	(\$500.00)	\$0.00
	11160-5950-900	A/R Member	\$2,168.57	\$185,612.63	\$26,174.39	\$159,438.24	\$161,606.81
	12000-5950-900	Inventory - Merchandise	\$12,217.63	\$143.49	\$679.10	(\$535.61)	\$11,682.02
	12180-5950-900	Inventory - Food	\$399.94	\$0.00	\$355.62	(\$355.62)	\$44.32
	12200-5950-900	Inventory - Beverage	\$290.53	\$0.00	\$229.03	(\$229.03)	\$61.50
	12220-5950-900	Inventory - Beer	\$396.96	\$0.00	\$396.96	(\$396.96)	\$0.00
	12240-5950-900	Inventory - Liquor	\$2,574.13	\$0.00	\$0.00	\$0.00	\$2,574.13
	12260-5950-900	Inventory - Wine	\$808.31	\$0.00	\$0.00	\$0.00	\$808.31
	13020-5950-900	Prepaid Insurance	\$14,066.44	\$7,837.00	\$3,795.92	\$4,041.08	\$18,107.52
	13040-5950-900	Prepaid Exp - Other	\$7,043.26	\$4,584.76	\$200.30	\$4,384.46	\$11,427.72
	13480-5950-900	Deposit - Vendors	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
	20040-5950-900	Furniture & Fixtures	\$26,624.50	\$0.00	\$0.00	\$0.00	\$26,624.50
	20100-5950-900	Machinery & Equipment	\$17,711.94	\$0.00	\$0.00	\$0.00	\$17,711.94
	20160-5950-900	Land	\$64,834.76	\$0.00	\$0.00	\$0.00	\$64,834.76
	22020-5950-900	Accum. Deprec - Office F,F&E	(\$26,624.50)	\$0.00	\$0.00	\$0.00	(\$26,624.50)
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$13,614.62)	\$0.00	\$97.55	(\$97.55)	(\$13,712.17)
	22080-5950-900	Accum. Deprec - Buildings	(\$40,659.83)	\$0.00	\$283.45	(\$283.45)	(\$40,943.28)
	30000-5950-900	Accts Pay - Trade	(\$12,732.85)	\$39,664.12	\$44,738.84	(\$5,074.72)	(\$17,807.57)
	30040-5950-900	Accts Pay - Other	(\$336,346.86)	\$0.00	\$76,163.70	(\$76,163.70)	(\$412,510.56)
	31000-5950-900	Accrued Expenses	(\$979.17)	\$9,614.50	\$16,835.33	(\$7,220.83)	(\$8,200.00)
	31020-5950-900	Accrued Payroll	(\$16,671.50)	\$9,652.33	\$13,960.13	(\$4,307.80)	(\$20,979.30)
	31220-5950-900	Accrued Sales Tax	\$0.00	\$0.00	\$47.16	(\$47.16)	(\$47.16)
	31240-5950-900	Accrued Annual Sales Tax	\$0.00	\$0.00	\$11,196.58	(\$11,196.58)	(\$11,196.58)
	32000-5950-900	Deferred Rev - Rainchecks	(\$759.08)	\$177.27	\$0.00	\$177.27	(\$581.81)
	32020-5950-900	Deferred Rev - Outing Deposits	\$0.00	\$24,005.78	\$24,005.78	\$0.00	\$0.00
	32040-5950-900	Deferred Rev - Annual Passes	\$0.00	\$0.00	\$69,871.12	(\$69,871.12)	(\$69,871.12)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$4,675.14)	\$0.00	\$0.00	\$0.00	(\$4,675.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$15,466.99)	\$42.00	\$150.00	(\$108.00)	(\$15,574.99)
	32100-5950-900	Deferred Rev - Credit Books	(\$19,218.12)	\$0.00	\$0.00	\$0.00	(\$19,218.12)
	32120-5950-900	Deferred Rev - Trail Fee Pass	\$0.00	\$0.00	\$99,772.64	(\$99,772.64)	(\$99,772.64)
	32220-5950-900	Deferred Rev - Founders Pass	\$0.00	\$0.00	\$2,103.64	(\$2,103.64)	(\$2,103.64)
	49020-5950-900	Retained Earnings - Current	\$0.08	\$0.00	\$0.00	\$0.00	\$0.08
	50000-5950-100	Green Fees - Annual Pass	(\$44,466.94)	\$0.00	\$0.00	\$0.00	(\$44,466.94)
	50040-5950-100	Green Fees - Member	(\$355,712.51)	\$0.00	\$177.27	(\$177.27)	(\$355,889.78)
	50070-5950-100	Green Fees - (surcharge)	(\$24,698.50)	\$0.00	\$0.00	\$0.00	(\$24,698.50)
	50140-5950-100	Green Fees - Misc Course Revenue	(\$1,097.98)	\$0.00	\$0.00	\$0.00	(\$1,097.98)
	50500-5950-200	Cart Fee 18	(\$227,600.39)	\$0.00	\$0.00	\$0.00	(\$227,600.39)
	50520-5950-200	Cart Fee - Annual Trail	(\$61,114.94)	\$0.00	\$0.00	\$0.00	(\$61,114.94)
	51050-5950-900	Initiation/Transfer Fees	(\$250.00)	\$0.00	\$500.00	(\$500.00)	(\$750.00)
	52090-5950-600	Handicap Fee	(\$4,392.00)	\$0.00	\$0.00	\$0.00	(\$4,392.00)
	52150-5950-600	Lessons	(\$406.80)	\$0.00	\$0.00	\$0.00	(\$406.80)
	52220-5950-600	Other Pro Shop Revenue	(\$2,943.16)	\$0.00	\$600.00	(\$600.00)	(\$3,543.16)
	52280-5950-600	Rental Clubs	(\$1,855.89)	\$0.00	\$0.00	\$0.00	(\$1,855.89)
	52310-5950-600	Retail	(\$53,568.16)	\$0.00	\$125.44	(\$125.44)	(\$53,693.60)
	53050-5950-220	Range Pass Revenue	(\$16,884.69)	\$0.00	\$0.00	\$0.00	(\$16,884.69)
	54000-5950-540	Food	(\$91,023.93)	\$0.00	\$0.00	\$0.00	(\$91,023.93)
	54030-5950-540	Beverage	(\$13,026.49)	\$0.00	\$0.00	\$0.00	(\$13,026.49)
	54060-5950-540	Beer	(\$44,562.90)	\$0.00	\$0.00	\$0.00	(\$44,562.90)
	54090-5950-540	Liquor	(\$26,927.70)	\$0.00	\$0.00	\$0.00	(\$26,927.70)
	54120-5950-540	Wine	(\$6,825.99)	\$0.00	\$0.00	\$0.00	(\$6,825.99)
	54220-5950-540	F&B Other Income	(\$600.00)	\$0.00	\$0.00	\$0.00	(\$600.00)
	56120-5950-100	City Surcharge R & R	(\$24,900.60)	\$0.00	\$0.00	\$0.00	(\$24,900.60)
	60000-5950-600	COGS - Merchandise - Accessories	\$44,351.63	\$334.60	\$143.49	\$191.11	\$44,542.74

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	61000-5950-540	COGS - Food	\$42,033.49	\$0.00	\$0.00	\$0.00	\$42,033.49
	61010-5950-540	COGS - Beverage	\$5,035.00	\$0.00	\$0.00	\$0.00	\$5,035.00
	61020-5950-540	COGS - Beer	\$16,878.64	\$0.00	\$0.00	\$0.00	\$16,878.64
	61030-5950-540	COGS - Liquor	\$5,658.77	\$0.00	\$0.00	\$0.00	\$5,658.77
	61040-5950-540	COGS - Wine	\$2,985.91	\$0.00	\$0.00	\$0.00	\$2,985.91
	70000-5950-100	Gross Payroll - Salaried	\$71,128.34	\$10,128.34	\$3,522.90	\$6,605.44	\$77,856.34
	70000-5950-600	Gross Payroll - Salaried	\$13,316.84	\$0.00	\$0.00	\$0.00	\$13,316.84
	70000-5950-900	Gross Payroll - Salaried	\$84,136.68	\$14,269.24	\$6,360.82	\$7,908.42	\$92,045.10
	70000-5950-950	Gross Payroll - Salaried	\$33,825.20	\$4,136.08	\$1,614.08	\$2,522.00	\$36,347.20
	70002-5950-540	Gross Kitchen Payroll - Salaried	\$24,498.36	\$0.00	\$0.00	\$0.00	\$24,498.36
	70010-5950-100	Gross Payroll - Hourly	\$135,271.91	\$20,280.19	\$6,326.96	\$13,953.23	\$149,225.14
	70010-5950-200	Gross Payroll - Hourly	\$34,790.66	\$0.00	\$0.00	\$0.00	\$34,790.66
	70010-5950-600	Gross Payroll - Hourly	\$13,791.87	\$0.00	\$0.00	\$0.00	\$13,791.87
	70010-5950-900	Gross Payroll - Hourly	\$4,460.84	\$0.00	\$0.00	\$0.00	\$4,460.84
	70012-5950-540	Gross Kitchen Payroll - Hourly	\$51,388.90	\$0.00	\$0.00	\$0.00	\$51,388.90
	71000-5950-100	Payroll Tax - FICA	\$14,601.45	\$2,260.99	\$787.92	\$1,473.07	\$16,074.52
	71000-5950-200	Payroll Tax - FICA	\$2,636.15	\$0.00	\$0.00	\$0.00	\$2,636.15
	71000-5950-540	Payroll Tax - FICA	\$6,458.66	\$0.00	\$0.00	\$0.00	\$6,458.66
	71000-5950-600	Payroll Tax - FICA	\$1,980.46	\$0.00	\$0.00	\$0.00	\$1,980.46
	71000-5950-900	Payroll Tax - FICA	\$7,572.38	\$1,042.02	\$362.20	\$679.82	\$8,252.20
	71000-5950-950	Payroll Tax - FICA	\$2,708.15	\$308.04	\$129.12	\$178.92	\$2,887.07
	71010-5950-100	Payroll Tax - UC	\$3,673.96	\$130.94	\$0.00	\$130.94	\$3,804.90
	71010-5950-200	Payroll Tax - UC	\$1,532.33	\$0.00	\$0.00	\$0.00	\$1,532.33
	71010-5950-540	Payroll Tax - UC	\$3,141.59	\$0.00	\$0.00	\$0.00	\$3,141.59
	71010-5950-600	Payroll Tax - UC	\$678.95	\$0.00	\$0.00	\$0.00	\$678.95
	71010-5950-900	Payroll Tax - UC	\$921.47	\$0.00	\$0.00	\$0.00	\$921.47
	71010-5950-950	Payroll Tax - UC	\$339.47	\$0.00	\$0.00	\$0.00	\$339.47
	71020-5950-100	Payroll Tax - WC	\$4,785.53	\$392.09	\$0.00	\$392.09	\$5,177.62
	71020-5950-200	Payroll Tax - WC	\$719.27	\$0.00	\$0.00	\$0.00	\$719.27
	71020-5950-540	Payroll Tax - WC	\$2,038.72	\$0.00	\$0.00	\$0.00	\$2,038.72
	71020-5950-600	Payroll Tax - WC	\$635.58	\$0.00	\$0.00	\$0.00	\$635.58
	71020-5950-900	Payroll Tax - WC	\$2,457.83	\$184.00	\$0.00	\$184.00	\$2,641.83
	71020-5950-950	Payroll Tax - WC	\$871.68	\$58.76	\$0.00	\$58.76	\$930.44
	71030-5950-100	Benefits	\$34,373.05	\$7,519.49	\$2,750.68	\$4,768.81	\$39,141.86
	71030-5950-200	Benefits	\$62.40	\$0.00	\$0.00	\$0.00	\$62.40
	71030-5950-540	Benefits	\$6,718.74	\$0.00	\$0.00	\$0.00	\$6,718.74
	71030-5950-600	Benefits	\$3,161.88	\$0.00	\$0.00	\$0.00	\$3,161.88
	71030-5950-900	Benefits	\$16,413.69	\$4,388.91	\$2,511.36	\$1,877.55	\$18,291.24
	71030-5950-950	Benefits	\$4,031.35	\$821.83	\$254.19	\$567.64	\$4,598.99
	80050-5950-540	Bar Supplies	\$2,164.77	\$0.00	\$0.00	\$0.00	\$2,164.77
	80110-5950-200	Cart Supplies	\$521.23	\$0.00	\$0.00	\$0.00	\$521.23
	80170-5950-100	Course Accessories	\$4,145.04	\$114.78	\$0.00	\$114.78	\$4,259.82
	80190-5950-540	Dining Room Supplies	\$92.21	\$0.00	\$0.00	\$0.00	\$92.21
	80230-5950-100	Fertilizer	\$22,967.50	\$3,931.80	\$0.00	\$3,931.80	\$26,899.30
	80270-5950-100	Fuel	\$9,502.58	\$1,173.84	\$0.00	\$1,173.84	\$10,676.42
	80280-5950-100	Fungicides	\$1,320.22	\$1,212.83	\$0.00	\$1,212.83	\$2,533.05
	80320-5950-100	Herbicides	\$15,418.83	\$1,715.77	\$0.00	\$1,715.77	\$17,134.60
	80370-5950-100	Insecticides	\$13,637.93	\$1,179.49	\$0.00	\$1,179.49	\$14,817.42
	80380-5950-900	Janitorial Supplies	\$4,277.78	\$58.32	\$0.00	\$58.32	\$4,336.10
	80390-5950-540	Kitchen Supplies	\$3,815.67	\$0.00	\$0.00	\$0.00	\$3,815.67
	80410-5950-540	Laundry/Linens	\$3,771.73	\$16.38	\$16.50	(\$0.12)	\$3,771.61
	80420-5950-900	Laundry/Uniforms	\$2,037.98	\$0.00	\$0.00	\$0.00	\$2,037.98
	80520-5950-540	Office Supplies	\$56.75	\$0.00	\$0.00	\$0.00	\$56.75
	80520-5950-600	Office Supplies	\$177.86	\$0.00	\$0.00	\$0.00	\$177.86
	80520-5950-900	Office Supplies	\$2,246.80	\$63.78	\$0.00	\$63.78	\$2,310.58
	80590-5950-600	Printing	\$72.11	\$0.00	\$0.00	\$0.00	\$72.11
	80610-5950-220	Range Balls	\$3,675.00	\$0.00	\$0.00	\$0.00	\$3,675.00
	80620-5950-220	Range Equipment	\$172.77	\$0.00	\$0.00	\$0.00	\$172.77
	80630-5950-220	Range Expenses	\$463.25	\$0.00	\$0.00	\$0.00	\$463.25
	80690-5950-100	Sand/Topdress	\$3,190.00	\$2,444.00	\$0.00	\$2,444.00	\$5,634.00
	80710-5950-100	Seeds/Trees	\$16,124.60	\$0.00	\$0.00	\$0.00	\$16,124.60
	80730-5950-100	Small Tools	\$186.17	\$0.00	\$0.00	\$0.00	\$186.17
	80770-5950-100	Staff/Volunteer Uniforms	\$283.21	\$0.00	\$0.00	\$0.00	\$283.21

TRIAL BALANCE SUMMARY FOR 2014

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	80780-5950-600	Supplies	\$2,144.75	\$0.00	\$0.00	\$0.00	\$2,144.75
	80810-5950-600	Tournament Expense	\$2,547.29	\$0.00	\$0.00	\$0.00	\$2,547.29
	81010-5950-900	Alarm System	\$1,427.75	\$90.50	\$0.00	\$90.50	\$1,518.25
	81080-5950-900	Carpet Cleaning	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
	81090-5950-200	Cart Repairs	\$24,835.25	\$0.00	\$0.00	\$0.00	\$24,835.25
	81130-5950-900	Computer Service	\$2,828.17	\$124.97	\$0.00	\$124.97	\$2,953.14
	81140-5950-900	Contract Cleaning	\$4,129.00	\$130.00	\$0.00	\$130.00	\$4,259.00
	81220-5950-600	Handicap Expense	\$4,662.00	\$0.00	\$0.00	\$0.00	\$4,662.00
	81250-5950-100	Irrigation	\$7,162.59	\$163.59	\$0.00	\$163.59	\$7,326.18
	81270-5950-600	Lesson Expense	\$318.75	\$0.00	\$0.00	\$0.00	\$318.75
	81300-5950-900	Pest Control	\$920.00	\$0.00	\$0.00	\$0.00	\$920.00
	81350-5950-100	Repair & Maint - Equipment	\$18,432.74	\$2,962.66	\$0.00	\$2,962.66	\$21,395.40
	81350-5950-220	Repair & Maint - Equipment	\$1,102.50	\$0.00	\$0.00	\$0.00	\$1,102.50
	81350-5950-540	Repair & Maint - Equipment	\$4,898.27	\$0.00	\$0.00	\$0.00	\$4,898.27
	81350-5950-900	Repair & Maint - Equipment	\$999.00	\$0.00	\$0.00	\$0.00	\$999.00
	81360-5950-100	Repair & Maint - Building	\$661.95	\$0.00	\$0.00	\$0.00	\$661.95
	81360-5950-600	Repair & Maint - Building	\$163.88	\$0.00	\$0.00	\$0.00	\$163.88
	81360-5950-900	Repair & Maint - Building	\$2,139.88	\$110.90	\$0.00	\$110.90	\$2,250.78
	81370-5950-900	Repair & Maint - Other	\$906.50	\$0.00	\$0.00	\$0.00	\$906.50
	82000-5950-200	Cart Lease	\$66,354.14	\$6,032.20	\$0.00	\$6,032.20	\$72,386.34
	82020-5950-100	Equipment Lease	\$49,443.94	\$4,494.90	\$0.00	\$4,494.90	\$53,938.84
	82020-5950-540	Equipment Lease	\$850.50	\$0.00	\$0.00	\$0.00	\$850.50
	82060-5950-900	Off-Site Storage	\$1,904.00	\$168.00	\$0.00	\$168.00	\$2,072.00
	83000-5950-100	Utilities - Electric	\$2,867.44	\$302.87	\$0.00	\$302.87	\$3,170.31
	83000-5950-200	Utilities - Electric	\$9,925.45	\$282.95	\$0.00	\$282.95	\$10,208.40
	83010-5950-540	Utilities - Gas	\$6,026.02	\$0.00	\$0.00	\$0.00	\$6,026.02
	83020-5950-100	Utilities - Other	\$17,323.71	\$1,615.51	\$0.00	\$1,615.51	\$18,939.22
	83020-5950-900	Utilities - Other	\$19,111.47	\$1,206.08	\$0.00	\$1,206.08	\$20,317.55
	83030-5950-100	Utilities - Telephone/Fax	\$1,026.04	\$91.53	\$0.00	\$91.53	\$1,117.57
	83030-5950-900	Utilities - Telephone/Fax	\$1,597.00	\$100.00	\$0.00	\$100.00	\$1,697.00
	83050-5950-100	Utilities - Water	\$2,450.83	\$243.77	\$0.00	\$243.77	\$2,694.60
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$13,916.04	\$8,416.93	\$0.00	\$8,416.93	\$22,332.97
	84050-5950-950	Adv/Promo - Newsletter	\$75.00	\$0.00	\$0.00	\$0.00	\$75.00
	84080-5950-950	Adv/Promo - Promotional	\$4,846.60	\$0.00	\$0.00	\$0.00	\$4,846.60
	85020-5950-900	Bank Charges	\$701.66	\$15.97	\$0.00	\$15.97	\$717.63
	85050-5950-900	Cash Short/(Over)	(\$22.55)	\$16.24	\$0.04	\$16.20	(\$6.35)
	85060-5950-900	Cell Phone	\$1,475.00	\$175.00	\$0.00	\$175.00	\$1,650.00
	85070-5950-900	City Surcharge R & R	\$24,900.60	\$0.00	\$0.00	\$0.00	\$24,900.60
	85110-5950-900	Copier/Photocopies	\$955.48	\$0.00	\$0.00	\$0.00	\$955.48
	85120-5950-900	Credit Card Discounts	\$21,182.00	\$30.84	\$0.00	\$30.84	\$21,212.84
	85140-5950-900	Donations	\$1,443.91	\$545.16	\$0.00	\$545.16	\$1,989.07
	85150-5950-900	Dues & Subscriptions	\$1,083.06	\$110.00	\$0.00	\$110.00	\$1,193.06
	85160-5950-100	Education & Training	\$230.00	\$0.00	\$0.00	\$0.00	\$230.00
	85160-5950-900	Education & Training	\$305.00	\$0.00	\$0.00	\$0.00	\$305.00
	85190-5950-100	Employee Relations	\$144.90	\$0.00	\$0.00	\$0.00	\$144.90
	85190-5950-900	Employee Relations	\$1,338.98	\$332.26	\$0.00	\$332.26	\$1,671.24
	85200-5950-100	Employee Testing	\$29.00	\$116.00	\$0.00	\$116.00	\$145.00
	85280-5950-900	Insurance Expense	\$42,276.48	\$3,795.92	\$0.00	\$3,795.92	\$46,072.40
	85320-5950-900	Member Relations	\$282.54	\$0.00	\$0.00	\$0.00	\$282.54
	85330-5950-900	Messenger Service - Fedex	\$314.89	\$34.48	\$0.00	\$34.48	\$349.37
	85340-5950-950	Miscellaneous	\$40.55	\$0.00	\$0.00	\$0.00	\$40.55
	85390-5950-900	O/S - Accounting	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
	85410-5950-900	O/S - Legal	\$2,648.42	\$0.00	\$0.00	\$0.00	\$2,648.42
	85430-5950-100	O/S - Other	\$3,875.00	\$0.00	\$0.00	\$0.00	\$3,875.00
	85430-5950-900	O/S - Other	\$76.96	\$0.00	\$0.00	\$0.00	\$76.96
	85480-5950-900	Payroll Processing Fee	\$3,718.55	\$59.52	\$0.00	\$59.52	\$3,778.07
	85490-5950-900	Postage/Shipping	\$268.64	\$190.49	\$0.00	\$190.49	\$459.13
	85500-5950-100	Professional Dues	\$565.00	\$0.00	\$0.00	\$0.00	\$565.00
	85610-5950-540	Tax/Licenses/Fees	\$2,343.00	\$0.00	\$0.00	\$0.00	\$2,343.00
	85610-5950-900	Tax/Licenses/Fees	(\$486.30)	\$0.00	\$0.00	\$0.00	(\$486.30)
	85660-5950-540	Loss/Theft	\$5,711.12	\$436.46	\$38.20	\$398.26	\$6,109.38
	85710-5950-900	Travel - Meals	\$53.57	\$0.00	\$0.00	\$0.00	\$53.57
	85720-5950-100	Travel - Other	\$900.00	\$300.00	\$0.00	\$300.00	\$1,200.00

TRIAL BALANCE SUMMARY FOR 2014
The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	85720-5950-900	Travel - Other	\$12,574.91	\$1,163.80	\$0.00	\$1,163.80	\$13,738.71
	85720-5950-950	Travel - Other	\$192.82	\$0.00	\$0.00	\$0.00	\$192.82
	85730-5950-950	Website Expenses	\$2,100.00	\$0.00	\$0.00	\$0.00	\$2,100.00
	89020-5950-900	Employee Meals	\$1,394.81	\$49.12	\$0.00	\$49.12	\$1,443.93
	90000-5950-900	Management Fee	\$66,225.61	\$0.00	\$0.00	\$0.00	\$66,225.61
	98010-5950-900	Deprec - Office F,F&E	\$0.14	\$0.00	\$0.00	\$0.00	\$0.14
	98020-5950-900	Deprec - Mach & Equip	\$1,073.05	\$97.55	\$0.00	\$97.55	\$1,170.60
	98040-5950-900	Deprec - Buildings	\$3,117.95	\$283.45	\$0.00	\$283.45	\$3,401.40
	RCMWD-5950-100	Rounds - Complimentary - Weekday	8,841.00	0.00	0.00	0.00	8,841.00
	REMWD-5950-100	Rounds - Employee - Weekday	15,428.00	0.00	0.00	0.00	15,428.00
	RMBWD-5950-100	Rounds - Member - Weekday	48,047.00	0.00	0.00	0.00	48,047.00
	RPKWD-5950-100	Rounds - Peak - Weekday	267,263.00	0.00	0.00	0.00	267,263.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00

The Golf Club at Cypress Head
Comparative Income Statement
For the Twelve Months Ending September 30, 2015

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	57,057	1,051,059	1,051,059	100%	177	714,869	782,295	91%
Merchandise	3,867	72,272	72,272	100%	125	53,694	48,222	111%
Other Pro Shop	150	8,445	8,445	100%	600	10,198	7,112	143%
Range	1,533	35,287	35,287	100%	0	16,885	38,615	44%
Food and Beverage	14,833	287,748	287,748	100%	0	182,967	192,398	95%
Membership Initiation Fees	0	250	250	100%	500	750	0	
Other Operating Revenues	2,039	38,076	38,076	100%	0	24,901	28,192	88%
TOTAL REVENUE	79,480	1,493,137	1,493,137	100%	1,403	1,004,262	1,096,834	92%
COST OF SALES								
Merchandise	33	49,275	49,275	100%	191	44,543	33,786	132%
Food & Beverage	7,172	112,519	112,519	100%	0	72,592	69,374	105%
TOTAL COGS	7,205	161,794	161,794	100%	191	117,135	103,160	114%
COGS - Merchandise %	0.9%	68.2%	68.2%	100.0%	152.4%	83.0%	70.1%	118.4%
COGS - Food %	48.3%	39.3%	39.3%	100.0%		39.8%	36.1%	110.4%
PAYROLL								
Course and Grounds	23,296	271,543	271,543	100%	27,324	291,280	290,505	100%
Carts, Range, Starters, Etc.	4,016	65,268	65,268	100%	0	39,741	41,564	96%
Pro Shop	3,746	53,393	53,393	100%	0	33,566	29,218	115%
Food and Beverage	6,277	142,814	142,814	100%	0	94,245	89,127	106%
General and Administrative	9,465	120,964	120,964	100%	10,650	126,613	125,500	101%
Marketing	2,742	47,276	47,276	100%	3,327	45,103	42,040	107%
TOTAL PAYROLL	49,542	701,259	701,259	100%	41,301	630,548	617,954	102%
OPERATING EXPENSES								
Course and Grounds	14,264	192,508	192,508	100%	22,063	213,953	192,665	111%
Carts, Range, Starters, Etc.	7,531	91,506	91,506	100%	6,315	113,365	89,536	127%
Pro Shop	234	9,935	9,935	100%	0	10,087	8,690	116%
Food and Beverage	1,241	36,098	36,098	100%	398	30,128	19,844	152%
General and Administrative	12,766	201,262	201,262	100%	8,571	181,883	169,159	108%
Marketing	869	21,090	21,090	100%	8,417	29,588	34,219	86%
TOTAL OPERATING EXPENSES	36,905	552,399	552,399	100%	45,765	579,003	514,113	113%
TOTAL EXPENSES	93,652	1,415,452	1,415,452	100%	87,257	1,326,685	1,235,227	107%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(7,225)	(86,700)	(86,700)	100%	0	(66,226)	(66,330)	100%
Depreciation & Amortization	2,738	(3,147)	(3,147)	100%	(381)	(4,572)	(3,815)	120%
TOTAL OTHER INCOME (EXPENSE)	(4,487)	(89,847)	(89,847)	100%	(381)	(70,798)	(70,145)	101%
NET INCOME	(18,659)	(12,162)	(12,162)	100%	(86,235)	(393,221)	(208,538)	189%
PAID ROUNDS								
Paid Rounds	2,406	39,557	39,557	16%	0	25,909	27,380	95%
Annual Pass Rounds	268	4,902	4,902	11%	0	2,970	3,233	92%
Other Rounds	156	3,210	3,210	14%	0	1,772	2,007	88%
Total Rounds	2,830	47,669	47,669	15%	0	30,651	32,620	94%
Revenue/Paid Rounds	33	38	38	623%	0	39	40	97%
Revenue/Total Rounds	28	31	31	659%	0	33	34	97%



October 17th, 2015

Theresa Gutierrez
City of Port Orange
100 City Center Circle
Port Orange, FL 32129

Dear Theresa,

The following is the financial and operational summary report for September 2015 at TGC at Cypress Head.

FINANCIAL SUMMARY FOR MONTH ENDING JULY 2015									
	Current				Year to Date				
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget	
Revenue									
Green Fees	\$ 177	\$ -	\$ 177		\$ 426,153	\$ 460,517	\$ 594,288	\$ (34,364)	
Cart Fees	\$ -	\$ -	\$ -		\$ 288,715	\$ 321,778	\$ 456,771	\$ (33,063)	
Range	\$ -	\$ 2,250	\$ (2,250)		\$ 16,885	\$ 36,615	\$ 35,287	\$ (19,730)	
Pro- Shop Revenues	\$ 725	\$ 750	\$ (25)		\$ 63,892	\$ 55,334	\$ 80,718	\$ 8,558	
Food & Beverage	\$ -	\$ -	\$ -		\$ 182,967	\$ 192,398	\$ 287,747	\$ (9,431)	
City Surcharge R/R	\$ -	\$ -	\$ -		\$ 24,901	\$ 28,192	\$ 38,076	\$ (3,291)	
Total Revenue	\$ 902	\$ 3,000	\$ (2,098)		\$ 1,003,513	\$ 1,094,834	\$ 1,492,887	\$ (91,321)	
Cost of Sales									
Merchandise	\$ 191	\$ 525	\$ (334)	152%	\$ 117,135	\$ 103,160	\$ 161,793	\$ 13,975	82%
Food and Beverage	\$ -	\$ -	\$ -	0%	\$ 72,592	\$ 69,374	\$ 112,518	\$ 3,218	39%
Gross Margin	\$ 711	\$ 2,475	\$ (1,764)		\$ 886,378	\$ 991,674	\$ 1,331,094	\$ (105,296)	
Total Payroll	\$ 41,301	\$ 38,296	\$ 3,005		\$ 630,548	\$ 617,954	\$ 701,259	\$ 12,594	
Total Operating Expenses	\$ 45,765	\$ 43,042	\$ 2,723		\$ 579,003	\$ 514,113	\$ 552,399	\$ 64,890	
Net Operating Income	\$ (86,355)	\$ (78,863)	\$ (7,492)		\$ (323,173)	\$ (140,393)	\$ 77,436	\$ (182,780)	
Other Expenses									
Management Fee	\$ 381	\$ 7,370	\$ (6,989)		\$ 70,798	\$ 70,145	\$ 89,847	\$ 653	
Interest Expense	\$ -	\$ 7,370	\$ (7,370)		\$ 66,226	\$ 66,330	\$ 86,700	\$ (104)	
Depreciation	\$ 381	\$ -	\$ 545		\$ 4,572	\$ 3,815	\$ 3,147	\$ 757	
Net Cash From Ops	\$ (86,736)	\$ (86,233)	\$ (503)		\$ (393,971)	\$ (210,538)	\$ (12,411)	\$ (183,433)	
Rounds									
Total Rounds	0	0	3,564		25,909	27,380	39,557	(1,471)	
Avg. Green Fee/Cart Fee	#DIV/0!	#DIV/0!	#DIV/0!		\$27.59	\$28.57	\$26.57	\$ (0.98)	
Avg. Merchandise/round	#DIV/0!	#DIV/0!	#DIV/0!		\$2.47	\$2.02	\$2.04	\$ 0.45	
Avg. F&B/round	#DIV/0!	#DIV/0!	#DIV/0!		\$7.06	\$7.03	\$7.27	\$ 0.03	



Executive Overview

The month of September has been a very busy and productive month. The greens have been growing over ninety days and unfortunately we did experience a larger amount of rainfall and cloudy weather during September which slowed down some of the growth. Our superintendent and his team continue to follow all the protocols required for the fertilization, verti-cutting, top dressing and mowing of the new greens. The tee boxes continue to show good growth of the sodded areas as well as the sprigged tees. The maintenance team continues to work on various projects that have been scheduled and prioritized. The course is being evaluated and monitored on a daily basis to address any potential issues. Unfortunately we did experience a hydraulic leak on our #15 green and there was some damage which was addressed immediately. The green is expected to recover for the opening but will be still affected by some residual markings.

In regards to the clubhouse area, the pro shop has received an updated color scheme and the entire area has been prepared for the scheduled installation of the new rugs in October. The management staff continues to be busy answering phones and answering questions regarding the conditions of the course, the proposed rate structure and also inquiries about the potential Cypress Pass membership program. The Cypress Pass is a program that will be officially announced in October and will be offered as a way for the golfers to join the club on a yearly basis. Details of the pass are currently being outlined and should be available in Mid-October. Plans for the Grand-Reopening are being finalized for the expected date of October 30th. More information regarding the festivities are listed in the Sales and Marketing department highlights later in this report.

The company that is taking over the restaurant will be called the Tavern at Cypress Head. We are looking forward to working with their new Food & Beverage Director to offer the best possible combination of food services with the best golfing experience anywhere in Volusia County. Our entire team is anxious and excited to assist them in serving our golfers, tournament players and all the local residents of Cypress Head and surrounding communities.

The contractor hired to renovate the dining room has been right on schedule and the transformation has been remarkable. New walls, air conditioners, electrical upgrades, insulated windows and new roofs over the portico have all added to a spectacular improvement of the previous facility. Rugs are scheduled to be installed in October as well as two newly designed outdoor decks for a much improved customer experience.

The old cart fleet is being traded for a brand new TXT model from the EZ-GO golf cart company and are scheduled to be delivered in Mid-October. We are also receiving two new gas carts to be used by our player assistants and starters which will help improve pace of play issues. A new beverage cart is also included and this will also help to enhance the experience for all the golfers.

The maintenance team continues to work on several projects outlining improvements on the golf course and the new beautification program for the entryway is scheduled to be finished in October. The bathrooms on hole # 14 and #6 have been power washed, cleaned, updated, painted and new doors and locks are being installed. The bag stands and bag drop building is also scheduled for a complete repair in October.



Due to the fact that the course was closed for the month of September, there will be no reports for the following:

1. Golf Now metrics for rounds played,
2. The trend report has no numbers,
3. The weather report is not a factor,
4. The R & R code summary report has not changed.

Key Performance Highlights:

- Due to the fact that the course has been closed since May 1st, we have had no tournaments played.

Recognition and Awards:

- We were chosen by the News Journal as the Reader's choice award winner for the best golf course in Volusia County for the sixth year in a row. Ms. Reggie Hunter and I attended the recognition awards ceremonies for the 2015 winners. Photos of the event as well the framed certificate are being posted in the golf shop.

R&R Projects pending:

- No projects were planned for the month of September.

September 2015 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	0	0	2406	25909	39557
Annual	0	0	268	2970	4902
Other rounds	0	0	156	1772	3210
Total Rounds	0	0	2830	30651	47669

Tee Sheet Activity

- No Tee sheet activity due to closure



Departmental Summaries

Course & Grounds/Range

- The maintenance team continues to work on projects revolving around the scheduled grand re-opening for the end of October. The range tees have developed nicely and new equipment has been ordered to improve the experience for our practice players. The lighted range will give Cypress Head an advantage over other local courses since we will have the range operational until 8:00PM. There will be multiple flag and green locations on the range which will allow the players a better chance of honing their skills for both direction and distances.

Food and Beverage

- No Food and Beverage sales. The winning bidders were announced and the company is called the Tavern at Cypress Head. They have begun to evaluate all of the changes involving the newly updated bar, restaurant and dining room. They are dedicated to providing a high quality food experience for all the golfers as well as all the residents of Port Orange. Our entire team has been working with the new vendor to promote the complete benefits of playing golf and enjoying breakfast, lunch and dinner at Cypress Head. We are excited to have them join the team at Cypress Head and we are committed to offering the best in class service to all tournament groups, individual golfers and non-golfers alike.

Golf Shop/Carts

- New merchandise with our new Cypress Head logo has been ordered and all is expected to arrive for the scheduled re-opening in October. Some of our vendors include Footjoy, Titleist, Callaway, Bridgestone, Monterey, Nancy Lopez, Bermuda Sands, Ahead headwear and St Andrews products. We are excited about the mix of merchandise and plan on doing special orders for anyone who may require a specific product not carried in the shop. The new rugs are scheduled to be installed at the beginning of October and all other areas of the shop have been cleaned and updated by the current staff.
- The Cart fleet has been ordered and we are expecting delivery sometime around the 20th of October. A new beverage cart as well as a new range picker is included in the purchase which will help improve customer satisfaction and the efficiency of our entire staff.

Marketing and Sales

- No events held in September.



- October schedule:
 - The Grand Re-opening is being planned for the 30th of October. We will be hosting a ribbon cutting ceremony with dignitaries including the members of the city council, the Mayor, the City Manager, the Regional executive and Marketing Director from Kemper Sports, Mike Dasher the Architect and multiple individuals involved with the entire process. The re-opening event will also include a nine-hole golf tournament which will include prizes, games, contests, refreshments and food. The new Tavern at Cypress Head will also be involved with hosting their own ribbon cutting ceremony and they will be showcasing their new facility as well.
 - The course will be officially opened for public play on October 31st and we have been receiving numerous inquiries regarding playing the new course. There has been a lot of interest by many individuals and groups regarding joining the new Cypress Pass membership. Full details for the program are still being evaluated and should be available for purchase by mid-October.
- The Sales & Marketing director has been on property responding to all guest inquiries and has booked multiple events for the month of November and December. Ms. Hunter has been actively involved in coordinating the details and organizing the Grand Re-Opening festivities scheduled for October 30th. She is continuing her involvement with the POSD Chamber, POSD Ambassadors program, Daytona Beach Chamber, SEV Chamber and the POSD Rotary club promoting the course as well as keeping Cypress Head "Top of Mind" in the local community.
- Continued involvement with Daytona CVB, Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to properly position Cypress Head in the market prior to the grand re-opening in November.
- We have scheduled a new advertising program promoting the re-opening which will include Brighthouse cable announcements on different golf related shows beginning in October and running thru November.
- News print articles and advertising through the local News-Journal daily newspaper will also be promoting the golf course reopening for public play on updated conditions.
- We continue to send information regarding progress of the renovations through our email database, FACEBOOK and other social media outlets.
- The city of Port Orange is also involved with promoting the golf course through the Port Orange Government channel and they will be posting pictures of the upgrade.



Corporate Support

- Kemper Sports Center for Excellence – Ongoing resource.

Summary:

- The past few months have been both very busy and exciting as we have seen major changes for the golf course and clubhouse facility. As we enter into the month of October, we will be concentrating on completing the finishing touches around the clubhouse and finalizing the last minute improvements around the golf course. We will be preparing for the re-opening of the facility, promoting the new and improved course conditions and emphasizing the addition of a new and highly motivated staff trained in customer service. Everyone on our team is excited and anxious to start receiving golfers and showing the residents of Port Orange and all the surrounding communities the new and improved Cypress Head Golf Course.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/03/2015

Consent item: No

SUBJECT: Pinnacle, Phase II Subdivision Plat and Plans, located east of the Pinnacle, Phase 1 Subdivision - Case No. 15-52000001

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: n/a

RECOMMENDED MOTION: Move to approve the Pinnacle, Phase II Subdivision Plat and Plans as presented.

SUMMARY: PLANNING COMMISSION ACTION 8/26/15: Recommended Approval

In 2006, City Council approved the Final Plat and Plans for Phase II of the Pinnacle subdivision, which is the last phase of the Pinnacle subdivision. This Phase consists of 64 single-family lots, new private rights-of-way, and common areas for open space, conservation, and stormwater retention. According to the property owner, construction of the subdivision infrastructure is anticipated to begin in late 2015. The property owner intends to record the plat and begin construction of single-family homes on the lots in early 2016.

The property owner has requested minor changes to the plat and plans originally approved by the City Council in 2006. The plat and plans were modified to comply with new St. Johns River Water Management District (SJRWMD) stormwater pre-treatment regulations. To meet the new requirements, property previously shown as residential lots had been redesigned as area for stormwater treatment. The minor changes to the plat and plans are as follows:

1. Removed 4 lots shown on the 2006 plat and plans (Lots 104, 105, 114, and 130) to add dry detention areas to comply with the new SJRWMD regulations;
2. Increase the size of the wet detention areas to comply with the new SJRWMD regulations; and
3. Added one lot (Lot 127) on the east side of Victory Lane, near the end of the cul-de-sac. The modifications resulted in the net loss of 3 single-family lots and this phase now consists of 64 individual single-family lots.

The city attorney has confirmed that the developer has satisfied state law requirements for this plat approval.

Project Funding Account

No.: No.:

ATTACHMENTS:

1.	Staff Report	Staff Report.pdf
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Schmotzer, Melanie
Clark, Wayne
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 09/10/2015
Approved - 09/10/2015
Approved - 10/29/2015
Final Approval - 10/29/2015



STAFF REPORT

PINNACLE PHASE II SUBDIVISION PLAT AND PLANS CASE NO. 15-52000001

REQUEST:	Update on minor changes to the Pinnacle, Phase II Subdivision Plat and Plans
LOCATION:	East of the Pinnacle, Phase I Subdivision
OWNER/APPLICANT:	JPSP Investments, Inc.
PLANNING COMMISSION RECOMMENDATION:	Approval
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Tim Burman, Planning Manager (386) 506-5675
CITY COUNCIL:	November 3, 2015

In 2006, the City Council approved the Final Plat and Plans for a 29.7 acre subdivision. The subdivision consisted of 67 individual single-family lots, new private rights-of-way, a portion of Martin Road, and common area for open space, conservation, and stormwater retention. The property owner intends to record the plat and begin construction of single-family homes on the lots in early 2016.

The property owner has requested minor changes to the plat approved by City Council in 2006. According to the Land Development Code, minor changes to a plat that has not been recorded must be reviewed through the same process as the original review of the plat. Therefore, the proposed minor changes to the plat and plans will need to be reviewed by the Planning Commission and reviewed and approved by City Council before they can be recorded.

The plat and plans were modified to comply with the new St. Johns River Water Management District (SJRWMD) stormwater pre-treatment regulations. To meet the new requirements, property previously shown as residential lots has been redesigned as area for stormwater treatment. The minor changes to the plat and plans are as follows:

1. Removed 4 lots shown on the 2006 plat and plans (Lots 104, 105, 114, and 130) to add dry detention areas to comply with the new SJRWMD regulations;
2. Modified the size of the wet detention areas to comply with the new SJRWMD regulations; and
3. Added one lot (Lot 127) on the east side of Victory Lane, near the end of the cul-de-sac. The modifications result in the net loss of 3 single-family lots and this phase now consists of 64 individual single-family lots.

RECOMMENDATION:

Approval of the proposed minor changes to the Pinnacle, Phase II Plat and Plans approved by City Council in 2006.

ATTACHMENT:

1. Exhibit "A" – Location Map
2. Exhibit "B" – Updated Pinnacle, Phase II Subdivision Final Plat and Plans

EXHIBIT "A"



PINNACLE PHASE II

A PORTION OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES

1. Nonumentation
 - - Denotes Permanent Reference Monument found
 - - Denotes Permanent Reference Monument set
 - - Denotes Permanent Control Point set
 - 1 - Denotes point of curvature.
2. Dimensions shown are in feet and decimals thereof.
3. All lines adjacent to curves are radial unless otherwise noted.
(NR) - Denotes a line not radial relative to adjacent curve.
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 assumed datum and based record plot with the bearing on the north line of Sterling Chase P.U.D., Phase II, recorded in Map Book 44, Pages 102-122, being N89°59'32"W.
6. NOTE: All measurements refer to horizontal plane in accordance with the definition of the U.S. Survey foot or meter adopted by the National Institute of Standards and Technology. All measurements shall use the 39.37/12=3.280833333333 equation for conversion from a U.S. foot to meters.
7. Notice: This plat as recorded in its graphic form is the official depiction of the subdivided lands described hereon 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 Volusia County, Florida.
8. This plat is subject to all easements of record and reservations of easements, including but not limited to drainage and utility easements dedicated hereon which shall be located as follows except as otherwise noted on the plat:
Front lot line(s) and front lot line(s) (street frontage): 12.00 feet wide
9. Utilities include but are not limited to sanitary sewer, potable water, reclaimed water, storm drainage, electric, telephone, cable television, security, and natural gas.
10. Utility easements provided on this plat include easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.
11. All other easements are subordinate to any conservation easements dedicated hereon. There shall be no removal or disturbance of any vegetation within such conservation easements. Any proposed construction or other use within a conservation easement must be reviewed and approved by the City of Port Orange and any other authority having jurisdiction over the conservation easement.
12. Minimum Building Setbacks
 - Front: 25'
 - Rear: Lots 79-95, 105-118, 120-126 45' (25' Upland buffer plus 20' Upland buffer setback)
 - Rear: Remaining lots: 20'
 - Side: 7.5'
 - Slide Corner: 20'
 - Rear yard swimming pools: 3' from upland buffer
 - Lots 79-95, 105-118, 120-126 5' from rear property line
 - Rear yard pool enclosure: 0' from upland buffer
 - Lots 79-95, 105-118, 120-126 5' from rear property line
 - Remaining lots: 5' from rear property line
 - Maximum Building Coverage: 60%
 - Minimum Open Space: 30% of Lot

GENERAL NOTES CONTINUED

13. The common areas granted to the Pinnacle of Port Orange Homeowners Association, Inc. by this plat shall be subject to easements as shown or described hereon or granted in accordance with the Declaration of Covenants, Conditions and Restrictions for Pinnacle. The granting of such common areas is not intended to grant any right to the general public.
14. The Pinnacle of Port Orange Homeowners Association, Inc. 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 this development by the City of Port Orange, Florida. Should the association fail to perform the maintenance of the drainage and stormwater management systems, the City of Port Orange shall be entitled to enter upon the common areas and designated easement areas to perform maintenance, repair or replace the facilities; and, shall have the right to lien all owners of record in the Pinnacle Phase II 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 operation and maintenance of the surface water or stormwater management system will be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.
15. The Pinnacle of Port Orange Homeowners Association, Inc. shall be responsible for maintaining all signs, trees, landscaping and irrigation in common areas and private roads.
16. The Pinnacle of Port Orange Homeowners Association, Inc. shall be responsible for maintaining all roads, drives, sidewalks, parking, fitness trails, and other improvements located in the easements, roads and drives within this plat, including the entrance walls and guardhouse.
17. The Articles of Incorporation for the Pinnacle of Port Orange Homeowners Association, Inc. are recorded in Official Records Book 5379, Pages 45 through 50 of the Public Records of Volusia County, Florida. Declaration of Covenants, Conditions and Restrictions for Pinnacle are recorded August 10, 2004, in Official Records Book 5379, page 21; together with Articles of Incorporation of Pinnacle of Port Orange Homeowners Association, Inc. recorded in Official Records Book 5379, page 45; Annexation Amendment of Declaration of Covenants, Conditions and Restrictions for Pinnacle (Phase II) recorded in Official Records Book 5754, Page 3763; First Amendment to Declaration of Covenants, Conditions and Restrictions for Pinnacle recorded in Official Records Book 5337, Page 3480; Second Amendment to Declaration of Covenants, Conditions and Restrictions for Pinnacle recorded in Official Records Book 6258, Page 1358; Assignment of Developer/Declarant Rights recorded in Official Records Book 6586, Page 2952; Third Amendment to Declaration of Covenants, Conditions and Restrictions for Pinnacle recorded in Official Records Book 6586, Page 231; Assignment Of Developer/Declarants Rights recorded in Official Records Book 6586, Page 3693; Amended and Restated Declaration of Covenants and Restrictions for Phase I and II of Pinnacle Subdivision, recorded in Official Records Book _____, Page _____, in the Public Records of Volusia County, Florida.

18. This plat subject to certain covenants and restrictions created by The Pinnacle Planned Unit Development A Residential PUD Master Development Agreement, recorded in Official Records Book 5088, Page 3609, public records of Volusia County, Florida.

LEGAL DESCRIPTION:

A PORTION OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF STERLING CHASE P.U.D., PHASE II AS RECORDED IN MAP BOOK 44, PAGES 120-122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE RUN N89°59'32"W ALONG THE NORTH BOUNDARY OF SAID STERLING CHASE P.U.D., PHASE II, A DISTANCE OF 1022.40 FEET; THENCE N00°00'28"E, DEPARTING SAID NORTH BOUNDARY, 145.00 FEET; THENCE N89°59'32"W, A DISTANCE OF 11.22 FEET; THENCE N00°00'28"E, A DISTANCE OF 50.00 FEET; THENCE S89°59'32"E, A DISTANCE OF 161.71 FEET; THENCE N00°00'23"W, A DISTANCE OF 169.96 FEET; THENCE N54°27'07"W, A DISTANCE OF 989.31 FEET; THENCE N33°03'06"W, A DISTANCE OF 44.91 FEET; THENCE N36°34'30"W, A DISTANCE OF 35.92 FEET; THENCE N00°00'23"W, A DISTANCE OF 151.40 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MARTIN ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 5379, PAGE 15, SAID PUBLIC RECORDS, AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 36°18'17", AND A CHORD BEARING OF S87°09'40"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, 443.55 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 15°14'23", AND A CHORD BEARING OF N82°18'23"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, 159.59 FEET; THENCE N89°55'35"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 248.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 950.00 FEET, AND A CENTRAL ANGLE OF 65°10'58"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, 1080.77 FEET; THENCE S24°53'27"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 31.92 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S00°25'12"E, ALONG SAID EAST LINE, 579.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.706 ACRES, MORE OR LESS.

GENERAL NOTES CONTINUED

19. Tree Conservation Easement as defined on this plat is for the express purpose of the preservation and longevity of the trees therein. Actions detrimental to tree health and survival within the boundaries of the deline are prohibited without the express permission of the City of Port Orange and any other authority having jurisdiction over the conservation easement. Nothing herein shall, however, be construed to prevent natural vegetation within the easement area from being cleared by hand to provide a neat, maintained appearance. In addition, nothing herein shall be construed to prevent the placement of sod, irrigation and landscape plants or to prevent normal lawn maintenance such as mowing, edging and weeding not harmful to the objective of tree preservation within the easement area. Any proposed construction or other use within a conservation easement must be reviewed and approved by the City of Port Orange and any other authority having jurisdiction over the conservation easement.
20. Prior to transfer of any lot or other property encumbered by conservation easement in favor of St. Johns River Water Management District (SRWMD), dated August 6, 2004, recorded at Official Records Book 5379, Page 51, Public Records of Volusia County, Florida, the Pinnacle of Port Orange Homeowners Association, Inc. and the residential lot property owner, successors or assigns, shall provide notice to SRWMD in accordance with the requirements of Section 40C-1.612, Florida Administrative Code.
21. All requirements of the City of Port Orange for common open space for Pinnacle PUD - Phase II have been satisfied within the boundaries of this plat. The Master Development Agreement Concept Plan (Official Records Book 5088, page 3609, at page 3627, at sea) provided the right to use property lying north of Martin Road; however, the Developer did not elect to include that property for purposes of common open space calculations.

PLANNING COMMISSION CERTIFICATE OF APPROVAL

This statement hereby certifies that the plat entitled PINNACLE PHASE II was approved by the Port Orange Planning Commission on _____

BY: _____
Chairman of the Port Orange Planning Commission

CITY COUNCIL CERTIFICATE OF APPROVAL

This statement hereby certifies that the plat entitled PINNACLE PHASE II was approved by the Port Orange City Council on _____

BY: _____ ATTEST: _____
Mayor of the City of Port Orange City Clerk of the City of Port Orange

CERTIFICATE OF CLERK

I hereby certify, that I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on ____/____/____. File No. _____
Clerk of Circuit Court
Volusia County, Florida

MAP BOOK _____ PAGE _____

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT JPSP INVESTMENTS LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED PINNACLE PHASE II, LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED. ACCESS EASEMENTS ON AND ACROSS ALL PRIVATE ROADS ARE HEREBY GRANTED TO EACH LOT OWNER FOR INGRESS AND EGRESS AND GRANTED TO THE CITY OF PORT ORANGE, FLORIDA FOR EMERGENCY VEHICLES AND GOVERNMENT SERVICES. UTILITY EASEMENTS ACROSS, ON, OVER, THROUGH, AND UNDER ALL PRIVATE ROADS ARE HEREBY GRANTED TO THE CITY OF PORT ORANGE, FLORIDA AND FRANCHISE UTILITY COMPANIES FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITIES. ALL POTABLE WATER, RECLAIMED WATER, AND SANITARY SEWER MAINS CONSTRUCTED WITHIN THE AREA ENCOMPASSED WITHIN THE PLAT ARE DEDICATED TO THE CITY OF PORT ORANGE, FLORIDA. ALL DRAINAGE EASEMENTS, DRAINAGE MAINTENANCE AND ACCESS EASEMENTS, UTILITY EASEMENTS, AND CONSERVATION EASEMENTS, INCLUDING TREE CONSERVATION EASEMENTS, SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE CITY OF PORT ORANGE, FLORIDA. THE EMERGENCY ACCESS EASEMENT IS GRANTED TO THE CITY OF PORT ORANGE, FLORIDA FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES AND GOVERNMENT SERVICES. ALL DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE ALSO, UNLESS OTHERWISE INDICATED, GRANTED TO THE PINNACLE OF PORT ORANGE HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSES DESCRIBED IN THE GENERAL NOTES. TRACT H AS PRIVATE ROADS VICTORY LAKE, WINGATE TRAIL AND JUSTICE COURT, AND TRACTS I AND J AS COMMON AREA, ARE HEREBY GRANTED TO THE PINNACLE OF PORT ORANGE HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSES DESCRIBED ON THE SUBDIVISION PLANS APPROVED BY THE CITY OF PORT ORANGE, FLORIDA.

IN WITNESS WHEREOF, JPSP INVESTMENTS LLC HAS CAUSED THESE PRESENTS TO BE SIGNED, SEALED AND ATTESTED TO, BY THE PERSONS NAMED BELOW ON THIS _____ DAY OF _____, 20____.

SIGNED AND SEALED IN THE PRESENCE OF: _____ JPSP INVESTMENTS, LLC
A FLORIDA LIMITED LIABILITY COMPANY

PRINTED NAME: _____ BY: _____

PRINTED NAME: _____ TITLE: _____

PRINTED NAME: _____ ATTEST: _____

PRINTED NAME: _____ PRINTED NAME: _____

PRINTED NAME: _____ TITLE: _____

STATE OF FLORIDA, COUNTY OF VOLUSIA
THIS IS TO CERTIFY THAT, ON _____ 20____,
BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED _____
and _____
OF JPSP INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF FOR AND ON BEHALF OF SAID CORPORATION.
THEY (ARE) _____ (ARE NOT) _____ KNOWN TO ME OR
HAVE PRODUCED _____ AS IDENTIFICATION.
IN WITNESS WHEREOF, I HAVE HEREUNTO
SET MY HAND AND SEAL ON THE ABOVE DATE. _____ SEAL

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

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a licensed and registered Surveyor and Mapper, does hereby certify that the plat shown and described hereon, entitled PINNACLE PHASE II was prepared under my direction and supervision, that the plat complies with all of the survey requirements of Chapter 177, Florida Statutes, and that all monumentation shown hereon or required per Chapter 177, Florida Statutes, has been properly placed.

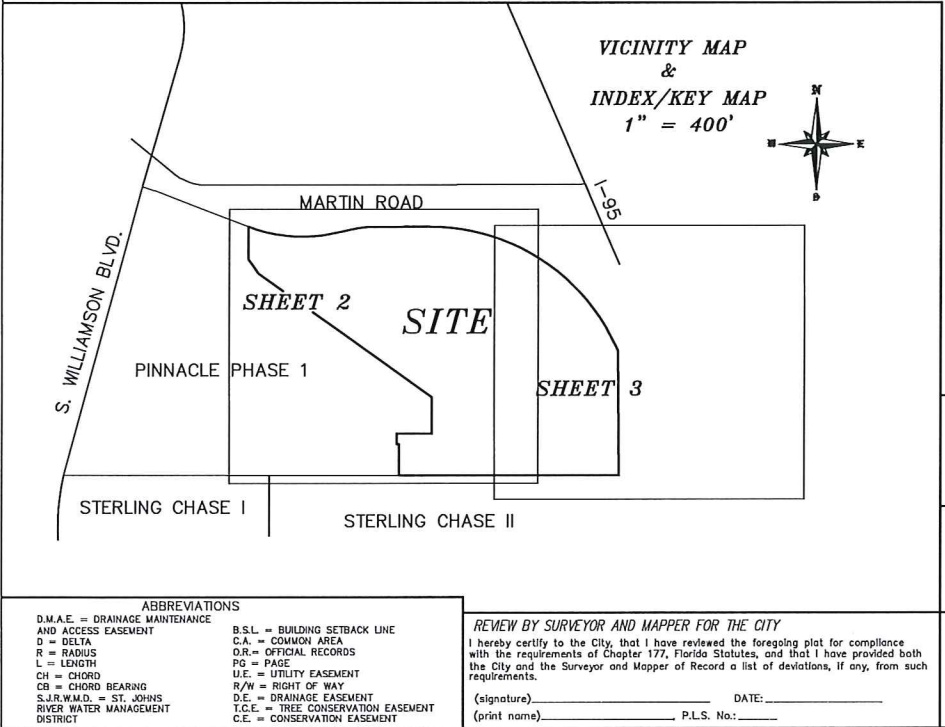
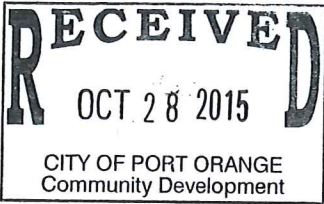
(signature) _____ DATE: _____ SEAL

J.E. ZAPERT, P.L.S. NO. 4046
SLIGER & ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO.: LB3019
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127

PREPARED BY: J.E. ZAPERT PSM #4046
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION #3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
www.sligerassociates.com
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SHEET 1 OF 3



ABBREVIATIONS
D.M.A.E. = DRAINAGE MAINTENANCE AND ACCESS EASEMENT
D = DELTA
R = RADIUS
L = LENGTH
CH = CHORD
CB = CHORD BEARING
S.J.R.W.M.D. = ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
B.S.L. = BUILDING SETBACK LINE
C.A. = COMMON AREA
O.R. = OFFICIAL RECORDS
P.G. = PAGE
U.E. = UTILITY EASEMENT
R/W = RIGHT OF WAY
D.E. = DRAINAGE EASEMENT
T.C.E. = TREE CONSERVATION EASEMENT
C.E. = CONSERVATION EASEMENT

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

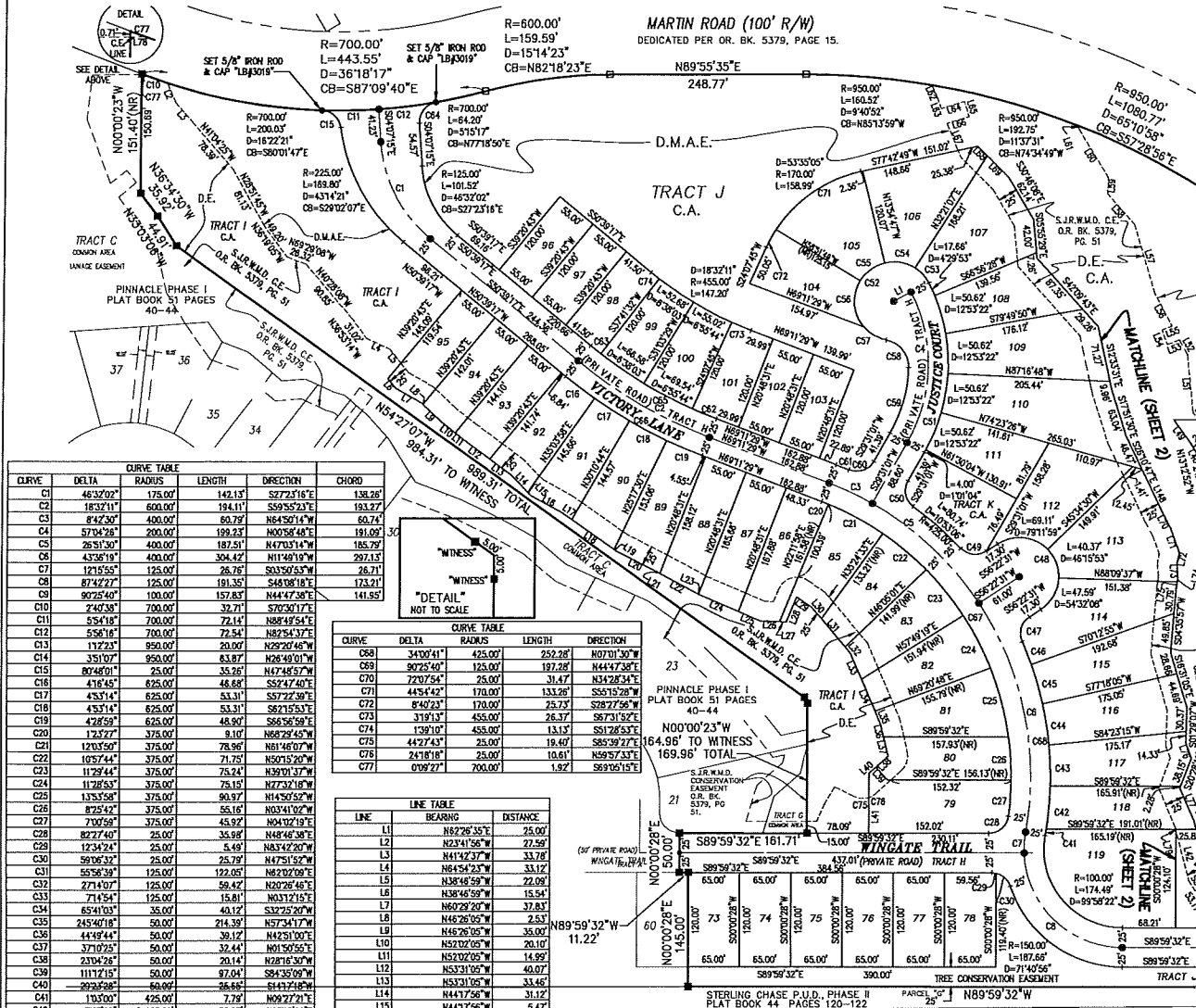
I hereby certify to the City, that I have reviewed the foregoing plat for compliance with the requirements of Chapter 177, Florida Statutes, and that I have provided both the City and the Surveyor and Mapper of Record a list of deviations, if any, from such requirements.

(signature) _____ DATE: _____
(print name) _____ P.L.S. No.: _____

PINNACLE PHASE II

A PORTION OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33
EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

MAP BOOK PAGE



CURVE	DELTA	RADIUS	LENGTH	DIRECTION	CHORD
C1	46°22'02"	175.00'	142.13'	S27°23'18"E	138.26'
C2	163°21'11"	600.00'	194.11'	S59°50'23"E	193.27'
C3	8°43'34"	400.00'	66.79'	N64°50'14"W	62.74'
C4	57°34'21"	200.00'	109.23'	N00°58'40"E	191.00'
C5	26°51'30"	400.00'	187.51'	N47°03'14"W	185.79'
C6	43°26'19"	400.00'	304.42'	N11°49'19"W	297.13'
C7	121°55'59"	125.00'	26.76'	S03°50'53"W	26.71'
C8	87°42'27"	125.00'	181.35'	S48°08'18"E	173.21'
C9	90°25'44"	100.00'	157.85'	N44°47'36"E	141.93'
C10	24°30'38"	700.00'	32.71'	S70°30'17"E	
C11	55°16'18"	700.00'	72.14'	N88°45'54"E	
C12	55°16'18"	700.00'	72.14'	N88°45'54"E	
C13	112°23'11"	20.00'	20.00'	N09°20'46"W	
C14	33°10'07"	950.00'	43.87'	N08°49'07"W	
C15	80°48'01"	25.00'	35.26'	N47°48'57"W	
C16	41°45'45"	625.00'	46.68'	S52°47'40"E	
C17	43°31'44"	625.00'	53.31'	S57°22'39"E	
C18	43°31'44"	625.00'	53.31'	S57°22'39"E	
C19	42°59'59"	625.00'	46.68'	S58°58'59"E	
C20	12°52'17"	375.00'	8.10'	N68°52'40"W	
C21	12°52'17"	375.00'	78.96'	N61°46'07"W	
C22	105°47'44"	375.00'	71.75'	N50°15'20"W	
C23	112°29'44"	375.00'	75.24'	N39°01'37"W	
C24	112°29'44"	375.00'	75.24'	N39°01'37"W	
C25	13°54'54"	375.00'	99.87'	N44°26'52"E	
C26	82°52'42"	375.00'	55.16'	N03°41'02"E	
C27	70°59'59"	375.00'	45.92'	N04°02'19"E	
C28	82°52'42"	375.00'	55.16'	N03°41'02"E	
C29	12°52'17"	375.00'	8.10'	N68°52'40"W	
C30	82°52'42"	375.00'	55.16'	N03°41'02"E	
C31	55°56'39"	125.00'	122.05'	N62°02'09"E	
C32	27°14'07"	125.00'	59.42'	N20°26'46"E	
C33	71°45'44"	125.00'	15.81'	N03°12'15"E	
C34	85°41'03"	35.00'	40.12'	S32°25'20"W	
C35	24°54'01"	50.00'	214.39'	N57°24'17"W	
C36	44°48'44"	50.00'	39.12'	N42°51'00"E	
C37	37°10'25"	50.00'	32.44'	N01°50'55"E	
C38	23°04'28"	50.00'	20.14'	N28°16'30"W	
C39	111°17'15"	50.00'	97.04'	S84°25'09"W	
C40	82°52'42"	375.00'	55.16'	N03°41'02"E	
C41	13°54'54"	375.00'	99.87'	N44°26'52"E	
C42	72°02'17"	425.00'	56.27'	N05°12'20"E	
C43	79°53'34"	425.00'	52.61'	N02°03'58"W	
C44	79°53'34"	425.00'	52.61'	N02°03'58"W	
C45	79°53'34"	425.00'	52.61'	N02°03'58"W	
C46	41°45'45"	425.00'	31.50'	N21°34'21"W	
C47	80°42'11"	25.00'	35.08'	S16°10'20"W	
C48	180°00'00"	50.00'	157.08'	N33°37'29"W	
C49	80°42'11"	25.00'	35.08'	S16°10'20"W	
C50	83°37'14"	25.00'	36.49'	S17°17'36"E	
C51	57°34'21"	225.00'	224.11'	N02°58'41"E	
C52	23°02'33"	50.00'	202.65'	S36°21'45"W	
C53	30°05'28"	50.00'	26.28'	N42°36'09"W	
C54	46°15'53"	50.00'	40.37'	N04°48'50"W	
C55	44°57'03"	50.00'	39.25'	S03°26'42"W	
C56	72°04'41"	50.00'	62.80'	S04°50'16"E	
C57	38°46'35"	50.00'	33.84'	S60°18'46"E	
C58	80°48'45"	35.00'	49.37'	N39°18'42"W	
C59	28°25'20"	175.00'	86.81'	N15°18'21"E	
C60	83°37'14"	25.00'	36.49'	S17°17'36"E	
C61	21°44'41"	425.00'	112.27'	N88°01'37"W	
C62	31°19'11"	575.00'	33.32'	S67°20'11"E	
C63	13°58'10"	575.00'	15.59'	S51°28'53"E	
C64	84°03'44"	25.00'	36.68'	S37°24'37"W	
C65	18°37'11"	575.00'	186.03'	S59°52'23"E	
C66	18°37'11"	575.00'	202.20'	S59°52'23"E	
C67	78°44'17"	375.00'	909.23'	N39°49'29"W	

CURVE	DELTA	RADIUS	LENGTH	DIRECTION
C68	34°00'41"	425.00'	252.28'	N07°01'30"W
C69	80°26'40"	125.00'	197.28'	N44°17'38"E
C70	72°07'54"	25.00'	31.47'	N43°28'34"E
C71	44°54'42"	170.00'	133.65'	S50°15'28"W
C72	84°02'21"	170.00'	75.71'	S58°17'56"W
C73	31°01'31"	455.00'	26.37'	S67°31'52"E
C74	13°01'02"	455.00'	13.13'	S51°28'53"E
C75	44°27'43"	25.00'	19.47'	S55°39'27"E
C76	24°18'18"	25.00'	10.61'	S59°57'33"E
C77	0°09'27"	700.00'	1.92'	S59°05'15"E

LINE	BEARING	DISTANCE
L1	N82°28'35"E	25.00'
L2	N22°41'56"E	21.56'
L3	N44°12'37"E	33.78'
L4	N64°54'23"E	33.12'
L5	N38°48'59"W	22.09'
L6	N38°48'59"W	15.94'
L7	N62°28'20"W	31.83'
L8	N46°26'05"W	2.53'
L9	N46°26'05"W	35.00'
L10	N52°02'09"W	20.10'
L11	N52°02'09"W	14.99'
L12	N53°31'05"W	40.07'
L13	N53°31'05"W	33.46'
L14	N44°17'56"W	31.12'
L15	N44°17'56"W	5.47'
L16	N61°05'13"E	45.71'
L17	N54°56'34"W	14.73'
L18	N54°56'34"W	68.53'
L19	N54°56'34"W	3.58'
L20	N63°14'22"W	58.87'
L21	N81°17'44"W	3.37'
L22	N81°17'44"W	54.56'
L23	N65°52'52"W	0.96'
L24	N65°52'52"W	55.04'
L25	N65°52'52"W	30.45'
L26	N87°06'05"W	24.76'
L27	N87°06'05"W	8.60'
L28	N22°41'56"E	24.75'
L29	N55°26'57"W	23.97'
L30	N40°00'27"W	19.25'
L31	N40°00'27"W	46.63'
L32	N40°00'27"W	10.79'
L33	N22°41'56"E	24.75'
L34	N22°41'56"E	44.17'
L35	N22°41'56"E	18.72'
L36	N13°17'50"W	15.99'
L37	N13°17'50"W	25.01'
L38	N47°48'24"E	20.89'
L39	N47°48'24"E	22.44'
L40	N47°48'24"E	11.90'
L41	S00°00'28"W	78.13'
L42	S14°28'12"E	67.15'
L43	N27°36'12"E	10.99'
L44	N03°55'10"W	38.10'
L45	N03°55'10"W	2.32'
L46	N02°41'56"E	25.65'
L47	N02°41'56"E	15.15'

L48	N30°31'36"W	34.85'
L49	N38°21'18"W	35.85'
L50	N38°21'18"W	11.36'
L51	N38°21'18"W	73.81'
L52	N28°45'51"W	21.11'
L53	S89°17'35"W	16.62'
L54	S20°52'25"E	20.00'
L55	S89°17'35"W	13.86'
L56	N28°45'51"W	47.34'
L57	N18°58'51"W	91.15'
L58	N41°57'26"W	52.42'
L59	N02°26'26"E	20.54'
L60	N31°25'56"W	28.91'
L61	N17°31'05"W	5.81'
L62	S23°07'28"E	18.03'
L63	S20°58'18"E	14.13'
L64	N72°50'55"E	30.51'
L65	N17°26'05"W	20.00'
L66	S12°50'55"W	29.02'
L67	S22°17'44"E	37.11'
L68	S45°03'58"E	17.52'
L69	S45°03'58"E	38.70'
L70	S28°54'52"E	23.83'
L71	S20°08'11"E	32.82'
L72	S11°38'07"W	14.92'
L73	S04°53'46"E	17.54'
L74	S09°08'40"W	5.25'
L75	S09°08'40"W	9.17'
L76	S20°08'11"E	28.91'
L77	S23°17'56"E	45.73'
L78	S89°20'27"W	1.80'
L79	N14°26'12"W	0.93'

- GENERAL NOTES
- Monumentation
 - Denotes Permanent Reference Monument found
 - 4x4 concrete monument stamped "PRM LB3019"
 - Denotes Permanent Reference Monument set
 - 4x4 concrete monument stamped "PRM LB3019"
 - Denotes Permanent Control Point set
 - Metals disk stamped "PCP LB3019"
 - Denotes point of curvature
 - Dimensions shown are in feet and decimals thereof.
 - All lines adjacent to curves are radial unless otherwise noted.
(NR) -- Denotes a line not radial relative to adjacent curve.
 - Accuracy
 - The boundary linear error of closure does not exceed 1:10,000.
 - The boundary angular error of closure does not exceed 15 seconds multiplied by the square root of the number of angles turned.
 - Bearings shown here on are relative to assumed datum and based record plat with the bearing on the north line of Sterling Chase P.U.D., Phase II, recorded in Map Book 44, Pages 102-122, being N89°59'32"W.
 - NOTE: All measurements refer to horizontal plane in accordance with the definition of the U.S. Survey foot or meter adopted by the National Institute of Standards and Technology. All measurements shall use the 39.37/12=3.280833333333333 equal for conversion from a U.S. foot to meters.
 - Notice: This plat as recorded in its graphic form is the official depiction of the subdivided lands described hereon 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 Volusia County, Florida.
 - This plat is subject to all easements of record and reservations of easements, including but not limited to drainage and utility easements dedicated hereon which shall be located as follows except as otherwise noted on the plat:
Front lot line(s) and front Tract line(s) (street frontage): 12.00 feet wide
 - Utilities include but are not limited to: sanitary sewer, potable water, reclaimed water, storm drainage, electric, telephone, cable television, security, and natural gas.
 - Utility easements provided on this plat include easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.
 - All other easements are subordinate to any conservation easements dedicated hereon. There shall be no removal or disturbance of any vegetation within such conservation easements. Any proposed construction or other use within a conservation easement must be reviewed and approved by the City of Port Orange and any other authority having jurisdiction over the conservation easement.
 - Minimum Building Setbacks
 - Front: 25'
 - Rear: Lots 79-95, 105-118, 45' (25' Upward buffer plus 20' Upward buffer setback)
 - Side: Remaining lots: 20'
 - Side Corner: 7.5'
 - Rear yard swimming pools: 5' from upland buffer
 - Side: Lots 79-95, 105-118, 120-125: 0' from upland buffer
 - Remaining lots: 5' from rear property line
 - Rear yard pool enclosure: 0' from upland buffer
 - Side: Lots 79-95, 105-118, 120-125: 5' from rear property line
 - Maximum Building Coverage: 60%
 - Minimum Open Space: 30% of Lot

- The common areas granted to the Pinnacle of Port Orange Homeowners Association, Inc. by this plat shall be subject to easements as shown or described hereon or granted in accordance with the Declaration of Covenants, Conditions and Restrictions for Pinnacle. The granting of such common areas is not intended to grant any right to the general public.
- The Pinnacle of Port Orange Homeowners Association, Inc. 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 this Development by the City of Port Orange, Florida. Should the association fail to perform the maintenance of the drainage and stormwater management systems, the City of Port Orange shall be entitled to enter upon the common areas and designated easement areas to perform maintenance, repair or replace the facilities and, shall have the right to lien all owners of record in the Pinnacle Phase II 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 operation and maintenance of the surface water or stormwater management system will be transferred to and accepted by an entity which complies with Section 400-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.
- The Pinnacle of Port Orange Homeowners Association, Inc. shall be responsible for maintaining all signs, trees, landscaping and irrigation in common areas and private roads.
- The Pinnacle of Port Orange Homeowners Association, Inc. shall be responsible for maintaining all roads, drives, sidewalks, porches, fitness trails, and other improvements located in the easements, roads and drives within this plat, including the entrance walls and guardhouse.
- The Articles of Incorporation for the Pinnacle of Port Orange Homeowners Association, Inc. are recorded in Official Records Book 5379, Pages 45 through 50 of the Public Records of Volusia County, Florida. Declaration of Covenants, Conditions and Restrictions for Pinnacle are recorded August 10, 2004, in Official Records Book 5379, page 21; together with Articles of Incorporation of Pinnacle of Port Orange Homeowners Association, Inc. recorded in Official Records Book 5379, page 45; Amendment to Declaration of Covenants, Conditions and Restrictions for Pinnacle recorded in Official Records Book 5379, Page 3480; Second Amendment to Declaration of Covenants, Conditions and Restrictions for Pinnacle recorded in Official Records Book 5256, Page 1358; Assignment of Developer/Declarant Rights recorded in Official Records Book 5588, Page 2962; Third Amendment to Declaration of Covenants, Conditions and Restrictions for Pinnacle recorded in Official Records Book 5588, Page 231; Assignment of Developer/Declarant Rights recorded in Official Records Book 5588, Page 3693; Amendment and Restated Declaration of Covenants and Restrictions for Phase I and II of the Pinnacle Subdivision, recorded in Official Records Book _____, in the Public Records of Volusia County, Florida.
- This plat subject to certain covenants and restrictions created by The Pinnacle Planned Unit Development Residential PUD Master Development Agreement recorded in Official Records Book 5088, Page 3509, public records of Volusia County, Florida.

SHEET 2 OF 3

ABBREVIATIONS

D.M.A.E. = DRAINAGE MAINTENANCE AND ACCESS EASEMENT
D = DELTA
R = RADIUS
L = LENGTH
CH = CHORD
CB = CHORD BEARING
S.J.R.W.M.D. = ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

B.S.L. = BUILDING SETBACK LINE
C.A. = COMMON AREA
O.R. = OFFICIAL RECORDS
P.O. = PAGE
U.E. = UTILITY EASEMENT
R/W = RIGHT OF WAY
D.E. = DRAINAGE EASEMENT
T.C.E. = TREE CONSERVATION EASEMENT
C.E. = CONSERVATION EASEMENT

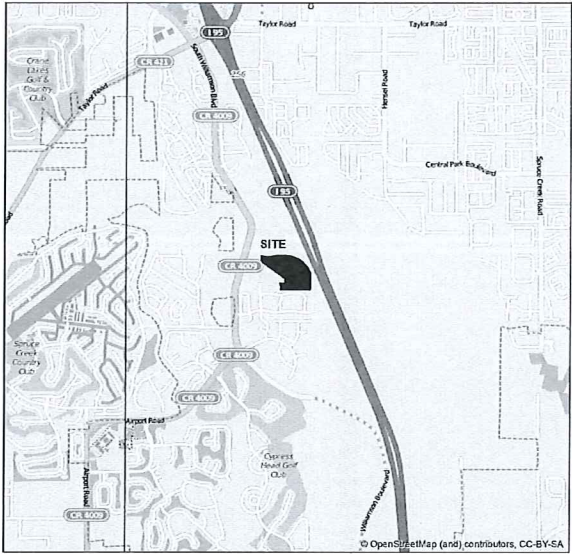


PREPARED BY: J.E. ZAPERT P.S. #046
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION #3019
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
www.sligerassociates.com
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THE PINNACLE P.U.D. — PHASE 2

A PLANNED RESIDENTIAL COMMUNITY CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA PRELIMINARY AND FINAL PLAT

RECEIVED
OCT 22 2015
CITY OF PORT ORANGE
Community Development



VICINITY MAP
SCALE: 1"=3,000'

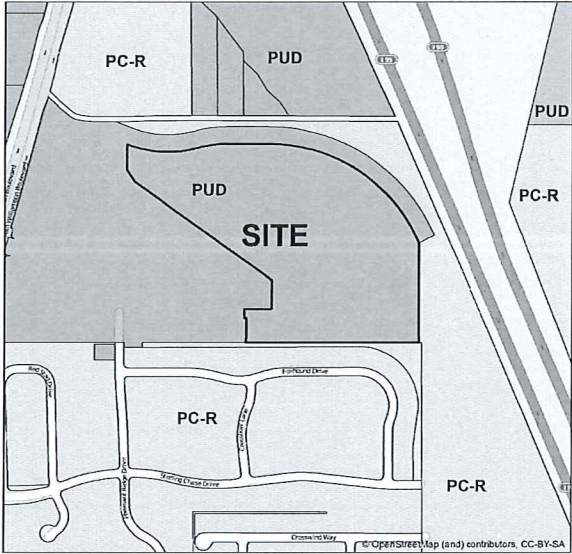
SCALE: 1" = 3000'

LEGAL DESCRIPTION:

A PORTION OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHEAST CORNER OF STERLING CHASE P.U.D., PHASE II AS RECORDED IN MAP BOOK 44, PAGES 120-122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE RUN N89°59'32"W ALONG THE NORTH BOUNDARY OF SAID STERLING CHASE P.U.D., PHASE II, A DISTANCE OF 1022.40 FEET; THENCE N00°00'28"E, DEPARTING SAID NORTH BOUNDARY, 145.00 FEET; THENCE N89°59'32"W, A DISTANCE OF 11.22 FEET; THENCE N00°00'28"E, A DISTANCE OF 50.00 FEET; THENCE S89°59'32"E, A DISTANCE OF 161.71 FEET; THENCE N00°00'23"W, A DISTANCE OF 169.96 FEET; THENCE N54°27'07"W, A DISTANCE OF 989.31 FEET; THENCE N33°03'05"W, A DISTANCE OF 44.91 FEET; THENCE N00°00'23"W, A DISTANCE OF 35.92 FEET; THENCE N00°00'23"W, A DISTANCE OF 151.40 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MARTIN ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3379, PAGE 15, SAID PUBLIC RECORDS, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 38°18'17", AND A CHORD BEARING OF S87°09'40"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, 443.55 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 600.00 FEET, CENTRAL ANGLE OF 151°42'23", AND A CHORD BEARING OF N82°18'23"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, 159.59 FEET; THENCE N89°55'35"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 248.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 950.00 FEET, AND A CENTRAL ANGLE OF 65°10'58"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, 1080.77 FEET; THENCE S24°53'27"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 31.92 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S00°25'12"E, ALONG SAID EAST LINE, 579.06 FEET TO THE POINT OF BEGINNING.
CONTAINING 29.70 ACRES, MORE OR LESS.

CONSTRUCTION NOTES:

- ALL DISTURBED AREAS SHALL BE SOODED OR SEEDED AND MULCHED.
- THE LOCATION OF EXISTING UTILITIES HAS BEEN OBTAINED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THIS INFORMATION IS NOT GUARANTEED AND IT SHALL BE EACH CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT NATURE OF ALL UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION AND TO NOTIFY ZEV COHEN & ASSOCIATES, INC., AS TO DISCREPANCIES, IF ANY EXIST.
- ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS.
- 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.
- 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.
- 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.
- 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.
- 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.
- ELECTRIC AND TELEPHONE SERVICES TO BE UNDERGROUND PER CITY OF PORT ORANGE LAND DEVELOPMENT CODE.
- OPERATION AND MAINTENANCE OF THE STORMWATER SYSTEM WILL BE PROVIDED BY THE HOMEOWNER'S ASSOCIATION.
- MAINTENANCE IS TO INCLUDE:
A. BI-WEEKLY MOWING OF SLOPES FOR VEGETATION CONTROL.
B. QUARTERLY INSPECTION AND/OR CLEANING OF CATCH BASINS TO KEEP TREE OF SAND AND DEBRIS.
- SIDEWALKS ADJACENT TO LOTS ARE TO BE CONSTRUCTED WITH HOME CONSTRUCTION.
- ALL 2" BLOW-OFFS FOR RECLAIMED AND POTABLE WATER LINES ARE TO BE PLACED ADJACENT TO SIDE LOT LINES.
- IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
- A SIGNED, SEALED, AND DATED LETTER FROM A SOILS ENGINEER OR ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIAL MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
- NO BURYING OF ANY ORGANIC MATERIALS.
- ANY BURNING OF ANY MATERIALS ON-SITE MUST BE APPROVED AND PERMITTED BY THE FIRE MARSHALL. A PERMIT MUST BE OBTAINED ON A DAILY BASIS PRIOR TO THE DAY OF THE ANTICIPATED BURNING.
- ALL FILLING IS TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT ARE 95% FOR UNPAVED AREAS AND 98% FOR PAVED AREAS, BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
- TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
- AT A MINIMUM, STOCKPILES THAT WILL REMAIN IN PLACE IN EXCESS OF 20 DAYS, SHOULD BE SEEDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
- 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.
- ONCE AN AREA IS SEEDED OR SOODED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
- COMPACTION TESTS 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.
- DISTURBED AREAS WITHIN THE COUNTY OF VOLUSIA R/W SHALL BE SOODED.
- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH CITY STANDARD CONSTRUCTION DETAILS. LATEST VERSION UNLESS OTHERWISE SPECIFICALLY APPROVED.
- CONSERVATION SIGNS SHALL BE POSTED AS SHOWN ON OVERALL EROSION CONTROL PLAN PRIOR TO HOME CONSTRUCTION.
- PRIOR TO CONSTRUCTION, COORDINATION IS NECESSARY FOR THE EAST AND THE WEST SECTIONS OF MARIN ROAD BETWEEN WOODHAVEN AND PHASE 2.

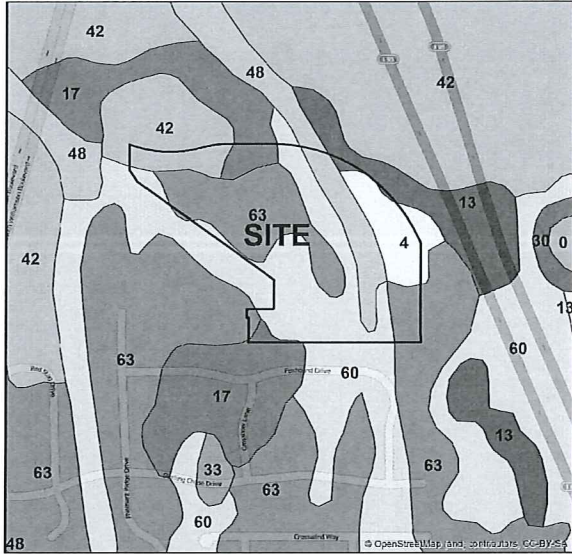


LOCATION MAP
SCALE: 1"=500'

SCALE: 1" = 500'

DEVELOPMENT TEAM

- DEVELOPER/OWNER: JPSP INVESTMENTS, LLC
3008 S. PENINSULA DR.
DAYTONA BEACH SHORES, FL.32118
(386) 756-0439
(386) 761-8658 (FAX)
CONTACT: JIM PAYTAS
- ENGINEER/
ENVIRONMENTAL/
LANDSCAPE ARCHITECT: ZEV COHEN & ASSOCIATES, INC
300 INTERCHANGE BLVD.
ORMOND BEACH, FL 32174
(386) 677-2482
(386) 677-2505 (FAX)
CONTACT: RANDY HUDAK, P.E.
DANNY YOUNG
PAUL MOMBERGER, RLA
- SURVEYOR: SLIGER & ASSOCIATES, INC.
3921 S. NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
CONTACT: JOE ZAPERT, PLS
- GEOTECHNICAL: UNIVERSAL ENGINEERING SCIENCES
SOUTH DAYTONA, FL 32119
911 BEVILLE ROAD
(386) 756-1105
CONTACT: BRIAN POHL, P.E.



SOILS MAP
SCALE: 1"=500'

SCALE: 1" = 500'

GENERAL NOTES

- TOTAL PLATTED AREA OF THE PINNACLE P.U.D.—PHASE 2 = 29.70 ACRES.
TOTAL PLATTED AREA OF THE PINNACLE P.U.D. IS 62.01 ACRES.
- NO PRINCIPAL BUILDING SHALL BE LOCATED CLOSER THAN TWENTY-FIVE (25) FEET TO THE BOUNDARY OF THE P.U.D.
- THE TOTAL NUMBER OF UNITS IN PHASE 1 & 2 = 136
PROJECT TOTAL ACREAGE = 67.83 AC.*
OVERALL DENSITY = 2.00 UNITS/ACRE
* INCLUDES MARTIN ROAD RIGHT-OF-WAY (5.82 AC.)
(62.01 AC. + 5.82 AC. = 67.83 AC.)
- MINIMUM LOT SIZE:
SINGLE FAMILY DETACHED = 5000 S.F.
- AVERAGE LOT SIZE:
SINGLE FAMILY DETACHED = 55' X 120' (6,600 S.F.)
- MAXIMUM BUILDING HEIGHT IS 35 FEET.
- FLOOD ZONE:
THE SITE IS CURRENTLY CLASSIFIED BY FEMA AS "FLOOD ZONE X"
(AREA OUTSIDE OF 500 YEAR FLOODPLAIN). PANEL # 12127C 0509 H.
(MAP REVISED FEBRUARY 19, 2014)
- ZONING: PLANNED UNIT DEVELOPMENT (PUD)
- SITE DATA:

TOTAL	
PROJECT AREAS:	(includes phase 1 and phase 2)
TOTAL COMMON OPEN SPACE	26.72 ac
COMMON AREA	7.64 ac
ALLEYWAY AREA	83 ac
DRAINAGE AREA	5.31 ac
WETLAND CONSERVATION	7.53 ac
UPLAND BUFFERS (not including lots)	4.42 ac
RIGHT-OF-WAY	3.1 ac
ROADWAY	4.73 ac
GREEN AREA	4.37 ac
LOTS (Total)	25.19 ac
LOTS OUTSIDE BUFFER	23.63 ac
LOTS IN BUFFER	2.67 ac
TOTAL	68.61

- COMMON OPEN SPACE:
COMMON OPEN SPACE REQUIRED: 12.40 AC. (20%)
COMMON OPEN SPACE PROVIDED: 26.72 AC. (43.01%)
- OPEN SPACE PROVIDED:

TOTAL	
COMMON OPEN SPACE:	(includes phase 1 and phase 2)
30% LOT OPEN SPACE:	26.72 ac
R.O.W. GREEN AREA/OPEN SPACE:	4.37 ac
TOTAL:	38.15 ac

TOTAL OPEN SPACE REQUIRED: 38.15 AC. (61.52%)

NOTE: TOTALS IN ABOVE TABLES HAVE BEEN REVISED TO REFLECT FINAL ACREAGE DETERMINATIONS.

- TAX PARCEL NUMBER: 6329-00-00-0100



FLOOD ZONE MAP
SCALE: 1"=500'

SCALE: 1" = 500'

AREA CALCULATION

TOTAL IMPERVIOUS AREA: 20.92 ACRES/911,128 SF
TOTAL PERVIOUS AREA: 8.78 ACRES/382,457 SF
TOTAL PHASE 2 AREA: 29.70 ACRES/422,532 SF

SHEET INDEX:

NO.	DESCRIPTION	DATE
1.	COVER SHEET	10/10/15
2.	CONSTRUCTION NOTES	10/10/15
3.	COMPOSITE DEVELOPMENT PLAN	10/10/15
4.	CLEARING & EROSION CONTROL PLAN	10/10/15
5.	LOT GRADING & DRAINAGE PLAN	10/10/15
6.	LOT GRADING & DRAINAGE PLAN	10/10/15
7.	OVERALL SANITARY SEWER COLLECTION PLAN	10/10/15
8.	OVERALL SANITARY SEWER COLLECTION PLAN	10/10/15
9.	OVERALL WATER DISTRIBUTION PLAN	10/10/15
10.	OVERALL WATER DISTRIBUTION PLAN	10/10/15
11.	OVERALL RECLAIMED WATER DISTRIBUTION PLAN	10/10/15
12.	OVERALL RECLAIMED WATER DISTRIBUTION PLAN	10/10/15
13.	PLAN & PROFILE - MARTIN ROAD	10/10/15
14.	PLAN & PROFILE - VICTORY LANE	10/10/15
15.	PLAN & PROFILE - VICTORY LANE	10/10/15
16.	PLAN & PROFILE - VICTORY LANE	10/10/15
17.	PLAN & PROFILE - WINGATE TRAIL	10/10/15
18.	PLAN & PROFILE - JUSTICE COURT	10/10/15
19.	CONSTRUCTION DETAILS	10/10/15
20.	CONSTRUCTION DETAILS	10/10/15
21.	CONSTRUCTION DETAILS	10/10/15
22.	CONSTRUCTION DETAILS	10/10/15
23.	CONSTRUCTION DETAILS	10/10/15
24.	CONSTRUCTION DETAILS	10/10/15
HA1	HA1 HARDSCAPE PLAN & DETAILS	10/10/15
LA1	LA1 LANDSCAPE PLAN AND DETAILS	10/10/15
LA2	LA2 LANDSCAPE PLAN AND DETAILS	10/10/15
LA3	LA3 LANDSCAPE PLAN AND DETAILS	10/10/15
IR1	IR1 IRRIGATION PLAN	10/10/15
IR2	IR2 IRRIGATION PLAN	10/10/15
IR3	IR3 IRRIGATION PLAN	10/10/15



ORMOND BEACH
55 SEVENTH AVENUE, SUITE 101
(386) 677-2482 FAX (386) 677-2505
ST. AUGUSTINE
4475 U.S. 1, STE # 101 ST. AUGUSTINE, FL 32086
(904) 791-1610 FAX (904) 791-1150
AMELIA ISLAND
401 CENTRE ST. STE 307 FERNANDINA, FL 32044
(904) 481-5436 FAX (904) 281-1789

NO.	DATE	DESCRIPTION
1.	10/10/15	REVISED PER CITY COMMENTS DATED 10/10/15
2.	10/10/15	REVISED PER CITY COMMENTS DATED 10/10/15
3.	10/10/15	REVISED PER CITY COMMENTS DATED 10/10/15
4.	10/10/15	REVISED PER CITY COMMENTS DATED 10/10/15
5.	10/10/15	REVISED PER CITY COMMENTS DATED 10/10/15
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19.	10/10/15	REVISED PER CITY COMMENTS DATED 10/10/15
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22.	10/10/15	REVISED PER CITY COMMENTS DATED 10/10/15
23.	10/10/15	REVISED PER CITY COMMENTS DATED 10/10/15
24.	10/10/15	REVISED PER CITY COMMENTS DATED 10/10/15

REVISIONS:

THE PINNACLE PUD PHASE 2 FINAL ENGINEERING PLANS COVER SHEET

PROJECT NO. 01051	DRAWN BY: TB
ISSUE DATE: 8/18/05	CHECKED BY: MDD/CB
DESIGNED BY: DWV	DRAWING FILE: 01051C002
	01051P010

FILE LOCATION 15-2

NOT VALID WITHOUT EMBOSSED SEAL
SCALE: AS NOTED
SHEET C1 of 24

ABLE FOR LOCATING AND VERIFYING ALL ELEVATIONS OF EXISTING
FOR THE CONSTRUCTION AND FOR NOTIFYING THE VARIOUS UTILITY
Y ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE OR
ING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE EXTREME
GROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD
WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE
TION OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
ILITIES.

- BE CONSTRUCTED IN ACCORDANCE WITH THE MOST RECENT EDITION
TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS.

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

1. ALL STORM SEWERS AND CULVERTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF CLASS 8 REINFORCED CONCRETE PIPE, OUTSIDE OF ROADWAY EASEMENTS AND R.O.W. PIPE MAY BE MADE OF ALTERNATE MATERIALS INCLUDING:

- EMENT 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

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. ROADS AND SANITARY SEWER LINES, SHOWING MANHOLES, INLETS, AND PIPE CROSSINGS. PLAN AND PROFILE SHEETS SHALL SHOW SANITARY CROSS SEWER LINES, AND ANY THAT PARALLEL AND ARE WITHIN TEN FEET OF SANITARY SEWER LINES. PLAN VIEWS SHALL BE DRAWN AT A

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

NO CONSTRUCTION OR CLEARING 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. NO OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR OTHER SENSITIVE PLANT LIFE. STORM HARBOR MARSHES IS NEAREST TO THE CONSTRUCTION ACTIVITY.

- AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE

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

1. ALL RIGHT-OF-WAY OTHER THAN ROADWAY AREAS SHALL BE GRASSED AND MULCHED OR 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.

PAVEMENT, BASE, AND SUBBASE THICKNESS PRESENTED ON DETAILS REFLECTS RECOMMENDATIONS FOR LOCAL PUBLIC STREETS AND PRIVATE PARKING LOTS. THIS

4. THE DEVELOPER SHALL PROVIDE AT THEIR OWN EXPENSE A CERTIFIED SOILS ENGINEERING LABORATORY TO

- ALL WATER SERVICES SHALL BE 1", DOUBLE RESIDENTIAL SERVICES SHALL ALSO BE 1", AND SHALL BE 1" OR 2". NO 1 1/2" SERVICES ARE ALLOWED. POLYETHYLENE TUBING SHALL CONFORM WITH THE FOLLOWING SPECIFICATIONS: POLYETHYLENE TUBING SHALL BE CTS

- ALL WATER MAINS SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED AND CLEARED FOR SERVICE WHEN APPROPRIATE IN ACCORDANCE WITH THE LATEST AWWA FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE

POTABLE WATER DESIGN NOTI

POTABLE WATER DESIGN NOTES

- W-1

SANITARY SEWER DESIGN NOTES CONT'D

INSTALLED IN A SEPARATE TRENCH ON OR AN UNDISTURBED EARTH SURFACE AT LEAST 18" ABOVE THE FINISHED GRADE. ALTERNATIVELY, THE SUMP DRAIN SHALL BE TREATED WITH CONCRETE OR ENCASED IN A WATER TIGHT GASKET JOINT, OR IMPREGATED TO PREVENT WATER PIVC PIPE. DRAINING AROUND A PIVC OR CGCS CONNECTION AND PRESSURE TESTED AT 150 PSI TO ASSURE WATER TIGHTNESS PRIOR TO BACKFILLING.

26. CEMENT SET IN CONCRETE MED OR PRECAST STRUCTURES SHALL BE TYPE II, AGRS RESISTANT AND GRADE: HYDRAUNT CONCRETE.
27. ACCELERATED CEMENT "HYDRAUNT" OR APPROVED EQUAL, TO PREVENT EFFLUENTS.
28. FLOOR FINISH SHALL BE PROVIDED FOR ALL SUMP RAIS. PROTECT SURFACES SHALL BE ON THE SAME LEVEL AS THE RECESSED FROM VIEW AND SHALL INCLUDE THE FOLLOWING MINIMUMS:
 - A. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - B. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - C. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - D. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - E. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - F. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - G. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - H. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - I. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - J. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - K. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - L. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - M. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - N. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - O. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - P. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - Q. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - R. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - S. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - T. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - U. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - V. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - W. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - X. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - Y. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE
 - Z. 1/4" MOLE, LENGTH: 18" MAX. OF PIPE

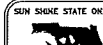
STANDARD CONSTRUCTION DETAIL
SANITARY SEWER DESIGN NOTES

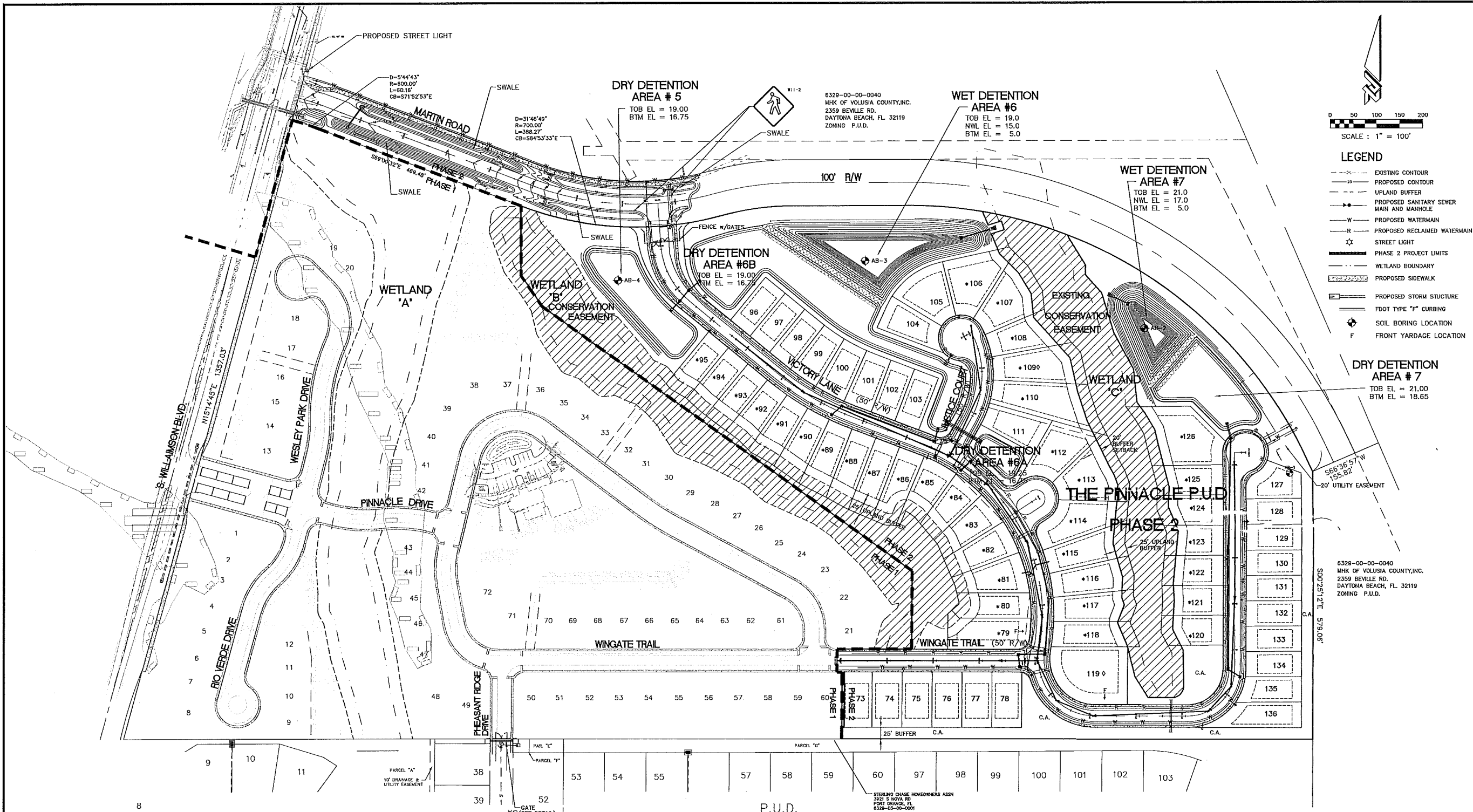
FILE NAME
S-100C

DETAIL NO.

S-1

[illegible][illegible][illegible][illegible]

 SEAL	FILE LOCATION	 ZEV COHEN & ASSOCIATES, INC. CIVIL ENGINEERS • LANDSCAPE ARCHITECTS PLANNERS • TRANSPORTATION • ENVIRONMENTAL WWW.ZEVCOHEN.COM	PROJECT NO: 01051	ISSUE DATE: #1/8/05	DESIGNED BY: DMW	ISSUED FOR: 05/15/2007	CITY OF PORT ORANGE
	15-2		DRAFTED BY: TB	CHECKED BY: MD/CMB			
							FINAL P
							TH



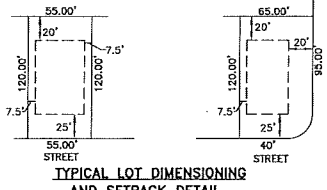
Lot	Building Envelope (Based on Setbacks)	Total Lot Area	Building Coverage (%)	Lot	Building Envelope (Based on Setbacks)	Total Lot Area	Building Coverage (%)
73	3,750	7,800	48%	99	3,230	7,155	45%
74	3,750	7,800	48%	100	3,419	7,473	46%
75	3,750	7,800	48%	101	3,366	7,180	47%
76	3,750	7,800	48%	102	3,000	6,600	45%
77	3,750	7,800	48%	103	3,000	6,600	45%
78	3,750	7,800	48%	104	3,984	8,496	47%
79	4,954	12,130	41%	105	5,578	10,725	52%
80	3,454	8,815	39%	106	7,240	13,492	54%
81	4,373	9,759	45%	107	5,885	14,233	41%
82	3,844	9,211	42%	108	3,913	10,428	38%
83	3,574	8,824	41%	109	6,649	14,078	47%
84	3,107	8,142	38%	110	8,448	17,535	48%
85	2,863	8,467	34%	111	4,339	8,858	49%
86	3,102	9,261	33%	112	5,974	11,598	52%
87	3,809	8,172	42%	113	8,354	15,438	49%
88	3,660	8,907	41%	114	6,241	13,111	48%
89	3,722	9,246	40%	115	5,041	11,434	44%
90	3,407	8,848	39%	116	5,070	11,253	45%
91	3,249	8,611	38%	117	4,618	10,642	43%
92	3,058	8,370	37%	118	4,156	9,718	43%
93	2,921	7,968	37%	119	10,178	18,655	54%
94	2,950	7,902	37%	120	2,959	6,828	35%
95	3,005	7,994	38%	121	3,102	6,602	36%
96	3,000	6,600	45%	122	3,038	6,511	36%
97	3,000	6,600	45%	123	2,753	6,159	34%
98	3,081	6,761	46%	124	3,443	6,120	38%

SETBACK NOTES:

1. REAR YARD POOL AND ENCLOSURE SETBACKS ARE AS FOLLOWS:
 - LOTS 73-78, 98-100, 104-105, 127-136: ENCLOSURES - 5' FROM REAR PROPERTY LINE;
 - LOTS 79-97, 106-126: SCREENED POOL ENCLOSURE - 0' FROM UPLAND BUFFER; SWIMMING POOL - 5' FROM UPLAND BUFFER;
 - LOTS 101-103, 111: SCREENED POOL ENCLOSURE - 5' FROM SIDE/REAR PROPERTY LINES, SWIMMING POOL - 5' FROM SIDE/REAR PROPERTY LINES.
2. SIDE YARD ACCESSORY STRUCTURES SHALL BE STAGGERED (OFFSET) BETWEEN TWO ADJACENT LOTS A MINIMUM OF 10' MEASURED PARALLEL WITH THE COMMON LOT LINE.
3. A 45 FOOT REAR YARD SETBACK IS REQUIRED FOR LOTS ADJUTING WETLANDS. THIS SETBACK IS COMPRISED OF A 25' UPLAND BUFFER PLUS A 20' SETBACK FROM THE UPLAND BUFFER. APPLICABLE LOTS ARE INDICATED WITH AN ASTERISK (*).

MINIMUM BUILDING SETBACKS:

FRONT: 25'
REAR: 25'
SIDE: 5'
SIDE CORNER: 5'
MAXIMUM BUILDING COVERAGE: 60%
MINIMUM OPEN SPACE: 30% OF LOT



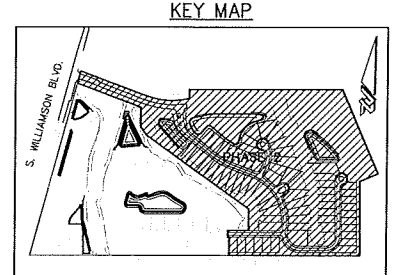
NOTE: SEE NOTE #1 REGARDING THE ADDITIONAL LOT RESTRICTIONS ON LOTS 11 AND 120.

STERLING CHASE PUD, PROPERTY OWNERS:

LOT 53: BARNHART, FRANK P. & LISA P.
LOT 54: BARNHART, FRANK P. & LISA P.
LOT 55: BARNHART, FRANK P. & LISA P.
LOT 56: BARNHART, FRANK P. & LISA P.
LOT 57: BARNHART, FRANK P. & LISA P.
LOT 58: BARNHART, FRANK P. & LISA P.
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LOT 134: BARNHART, FRANK P. & LISA P.
LOT 135: BARNHART, FRANK P. & LISA P.
LOT 136: BARNHART, FRANK P. & LISA P.

NOTES:

1. THE MAXIMUM BUILDING COVERAGE PER LOT IS NOT TO EXCEED 60% OF THE TOTAL LOT AREA. THE BUILDER WHO DESIGNS THE BUILDING SIZE IS TO ENSURE THAT THIS LOT COVERAGE DOES NOT EXCEED 60% (0).
2. CORNER LOTS ARE REQUIRED TO BE 15% WIDER THAN THE MINIMUM WIDTH FOR NON-CORNER LOTS. EACH BUILDING SHALL BE POSITIONED SO THAT THE "FRONT" MAINTAINS THE ABOVE MENTIONED STANDARD.
3. C.A. (COMMON AREA) AS REQUIRED IN MDA SECTION 14.
4. CUL-DE-SACS TO BE CONSTRUCTED TO SAME STANDARDS AS PHASE I, WHICH HAS BEEN PREVIOUSLY APPROVED BY THE CITY AND CONSTRUCTED.
5. PINNACLE PUD PHASE 2 HAS AN EXISTING STORMWATER PERMIT, NO. 40-127-B0089-4, DATED AUGUST 3, 2015; COMPLIANCE TO ALL CONDITIONS MUST BE MET.



ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS - ARCHITECTS
PLANNERS - TRANSPORTATION - ENVIRONMENTAL
1000 N. WILSON BLVD., SUITE 200
DAYTONA BEACH, FL 32119
(904) 251-1111
WWW.ZEVCOHEN.COM

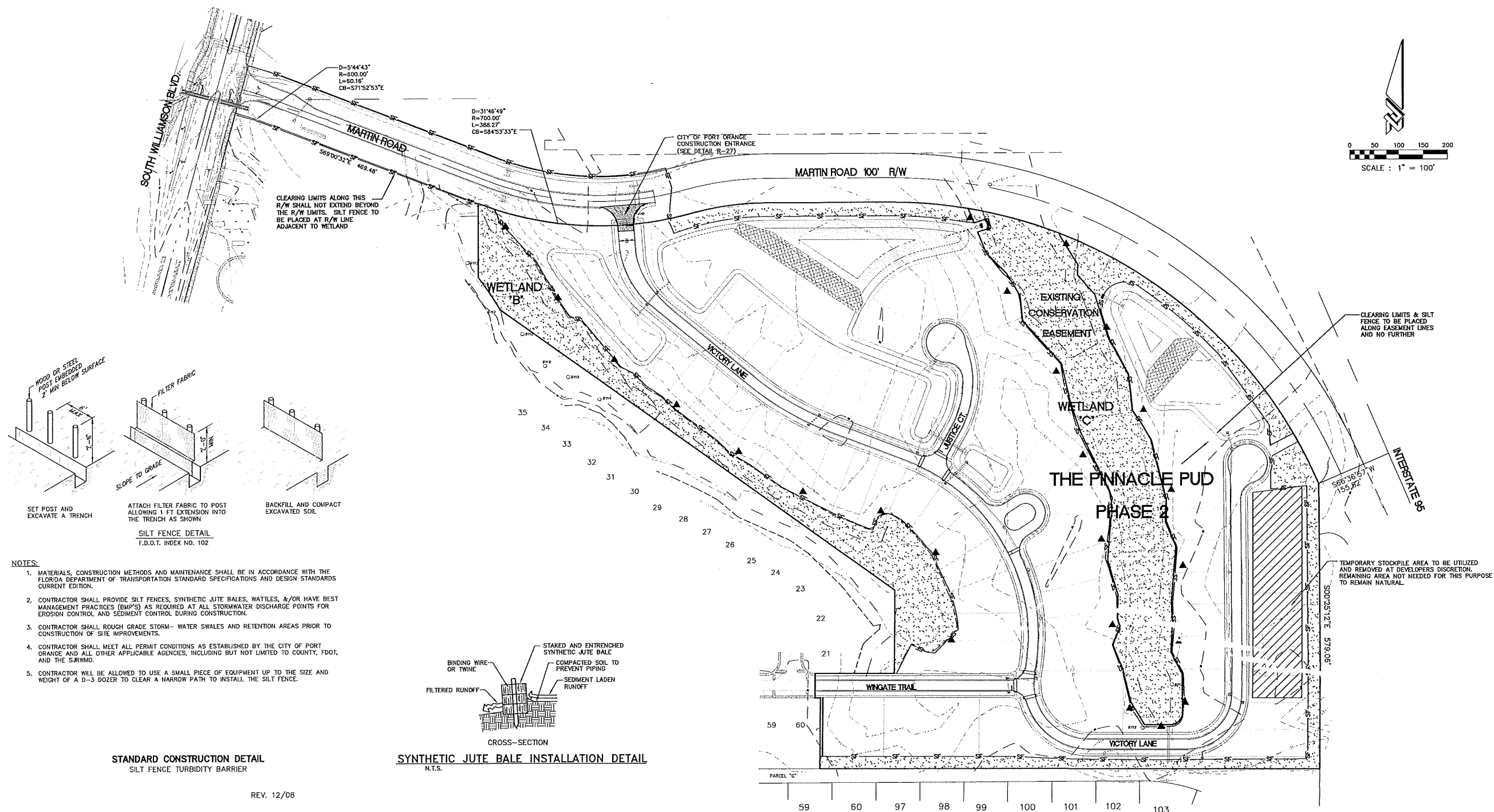
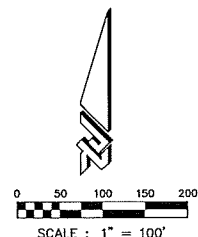
THE PINNACLE PUD PHASE 2
FINAL ENGINEERING PLANS
COMPOSITE DEVELOPMENT PLAN

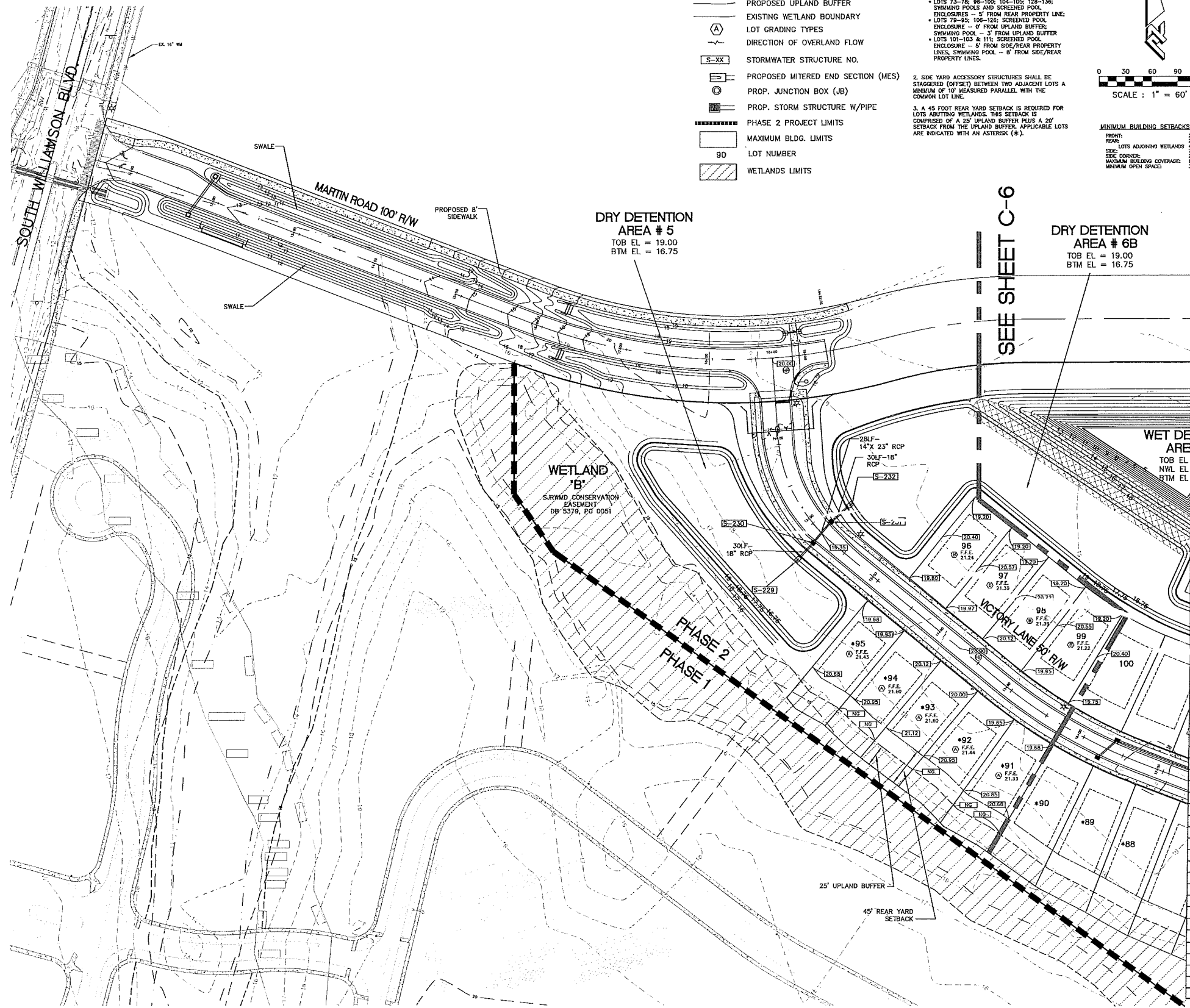
6329-00-00-0040
MHK OF VOLUSIA COUNTY, INC.
2359 BEVILLE RD.
DAYTONA BEACH, FL 32119
ZONING P.U.D.

FILE LOCATION
15-2

PROJECT NO. 01051
ISSUE DATE 8/18/2015
DRAWING FILE 1005PH202
DESIGNED BY DMV
CHECKED BY JAC/CHB
DRAWN BY JAC/CHB

NOT VALID WITHOUT EMBOSSED SEAL
SCALE: 1" = 100'
SHEET **C3** OF **24**





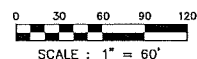
LEGEND

- PROPOSED GRADE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED UPLAND BUFFER
- EXISTING WETLAND BOUNDARY
- LOT GRADING TYPES
- DIRECTION OF OVERLAND FLOW
- STORMWATER STRUCTURE NO.
- PROPOSED MITERED END SECTION (MES)
- PROP. JUNCTION BOX (JB)
- PROP. STORM STRUCTURE W/PIPE
- PHASE 2 PROJECT LIMITS
- MAXIMUM BLDG. LIMITS
- LOT NUMBER
- WETLANDS LIMITS

SETBACK NOTES:

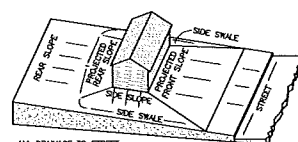
1. REAR YARD POOL AND ENCLOSURE SETBACKS ARE AS FOLLOWS:
 - LOTS 73-78, 96-100, 104-105, 128-136: SWIMMING POOLS AND SCREENED POOL ENCLOSURES - 5' FROM REAR PROPERTY LINE;
 - LOTS 79-95, 106-126: SCREENED POOL ENCLOSURE - 5' FROM UPLAND BUFFER;
 - LOTS 101-103 & 111: SCREENED POOL ENCLOSURE - 5' FROM SIDE/REAR PROPERTY LINES; SWIMMING POOL - 8' FROM SIDE/REAR PROPERTY LINES.

2. SIDE YARD ACCESSORY STRUCTURES SHALL BE STAGGERED (OFFSET) BETWEEN TWO ADJACENT LOTS A MINIMUM OF 10' MEASURED PARALLEL WITH THE COMMON LOT LINE.
3. A 45 FOOT REAR YARD SETBACK IS REQUIRED FOR LOTS ABUTTING WETLANDS. THIS SETBACK IS COMPRISED OF A 25' UPLAND BUFFER PLUS A 20' SETBACK FROM THE UPLAND BUFFER. APPLICABLE LOTS ARE INDICATED WITH AN ASTERISK (*).

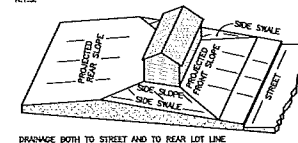


SCALE: 1" = 60'

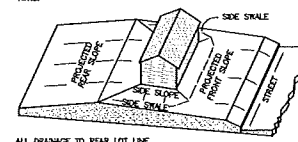
MINIMUM BUILDING SETBACKS:
FRONT: 25'
REAR: 25'
SIDE: 25'
CORNER: 25'
MAXIMUM BUILDING COVERAGE: 50%
MINIMUM OPEN SPACE: 50% OF LOT



ALL DRAINAGE TO STREET
(A) DENOTES LOT GRADING TYPE
LOT GRADING PLAN "A"



DRAINAGE BOTH TO STREET AND TO REAR LOT LINE
(B) DENOTES LOT GRADING TYPE
LOT GRADING PLAN "B"



ALL DRAINAGE TO REAR LOT LINE
(C) DENOTES LOT GRADING TYPE
LOT GRADING PLAN "C"

NOTE: THE CUL-DE-SAC'S TO BE CONSTRUCTED TO THE SAME STANDARDS AS PHASE 1, WHICH HAS ALREADY BEEN APPROVED BY THE CITY AND CONSTRUCTED.

STORM EVENT POND ELEVATIONS				
Pond	NWL	25-YR / 24 HR	100-YR / 24-HR	
RA-5	-	18.45	18.63	
RA-6A	-	18.11	18.11	
RA-6B	-	18.48	18.63	
DA-6	15.00	18.42	18.62	
RA-7	-	20.82	20.91	
DA-7	17.00	20.66	20.91	
RA-9A	-	18.72	18.77	
RA-9A	-	12.90	12.96	
RA-10A	-	18.73	18.77	
RA-10B	-	12.60	12.63	

Structure	TC	Type	Inv
S-201	18.90	C-Inlet	16.10/18"
S-202	18.90	C-Inlet	16.0 / 18"
S-203	19.15	E-Inlet	15.8 / 18" (W); 15.50 / 24" (N)
S-204	19.72	J. Box	15.15 / 24"
S-205		REMOVED FROM SITE PLAN	
S-206	20.05	J. Box	14.80/24" (S); 14.80/30" (N)
S-207	19.70	J. Box	14.50/30"
S-208	19.00	C-Inlet	16.0 / 18"
S-209	19.00	E-Inlet	15.90/18" (W); 14.00/30" (S); 12.70/36" (E)
S-210	18.75	E-Inlet	12.50 / 36"
S-211	N/A	DOUBLE BARREL MES	18.75 / 18" x 23" (2)
S-212	N/A	DOUBLE BARREL MES	18.75 / 18" x 23" (2)
S-213	18.90	C-Inlet	16.50 / 14" x 23"
S-214	19.10	C-Inlet	16.40/14"x23" (W); 16.40/18" (S)
S-215	19.90	C-Inlet	15.75 / 18"
S-216	N/A	14"FS	16.75 / 18"
S-217	19.15	C-Inlet	15.00 / 24"
S-218	N/A	MES	16.75 / 18" x 23"
S-219		REMOVED FROM SITE PLAN	
S-220	18.25	D.C.S. #6	14.5 / 18"
S-221	N/A	MES	14.0 / 18"
S-222	20.75	D.C.S. #7	16.50 / 18"
S-223	N/A	MES	16.00 / 18"
S-224	18.65	E-Inlet	14.25/30"
S-225	21.00	E-Inlet	14.40/30" (N); 16.20/24" (S)
S-226	22.00	J. Box	17.00 / 24"
S-227	21.00	E-Inlet	17.75/24" (N); 18.15/18" (E)
S-228	21.00	C-Inlet	18.25/18"
S-229	N/A	MES	18.75 / 18"
S-230	19.10	C-Inlet	16.50/14"x23" (E); 16.50 / 18" (W)
S-231	19.10	C-Inlet	16.50/14"x23" (W); 16.50 / 18" (E)
S-232	N/A	MES	16.75 / 18"
S-233	N/A	MES	18.00/12"
S-234	N/A	MES	18.00/12"
S-235	N/A	SODDED SPILLWAY	18.55
S-236	N/A	SODDED SPILLWAY	18.60
S-237	12.70	C-Inlet	8.00/ 24"
S-238	N/A	SODDED OVERFLOW WIER	12.50
S-239	N/A	C INLET	11.00 (18" x 30")
S-240	21.75	HEADWALL	18.50 (24" x 36")
S-241	22.75	HEADWALL	19.50 (24" x 36")

THE PINNACLE PUD PHASE 2 FINAL ENGINEERING PLANS LOT GRADING AND DRAINAGE PLAN

ZEVE COHEN
& ASSOCIATES, P.C.
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS
PLANNERS - TRANSPORTATION - ENVIRONMENTAL
WWW.ZEVECOHEN.COM
PROJECT NO: 01051
ISSUE DATE: 8/16/05
DESIGNED BY: DMW

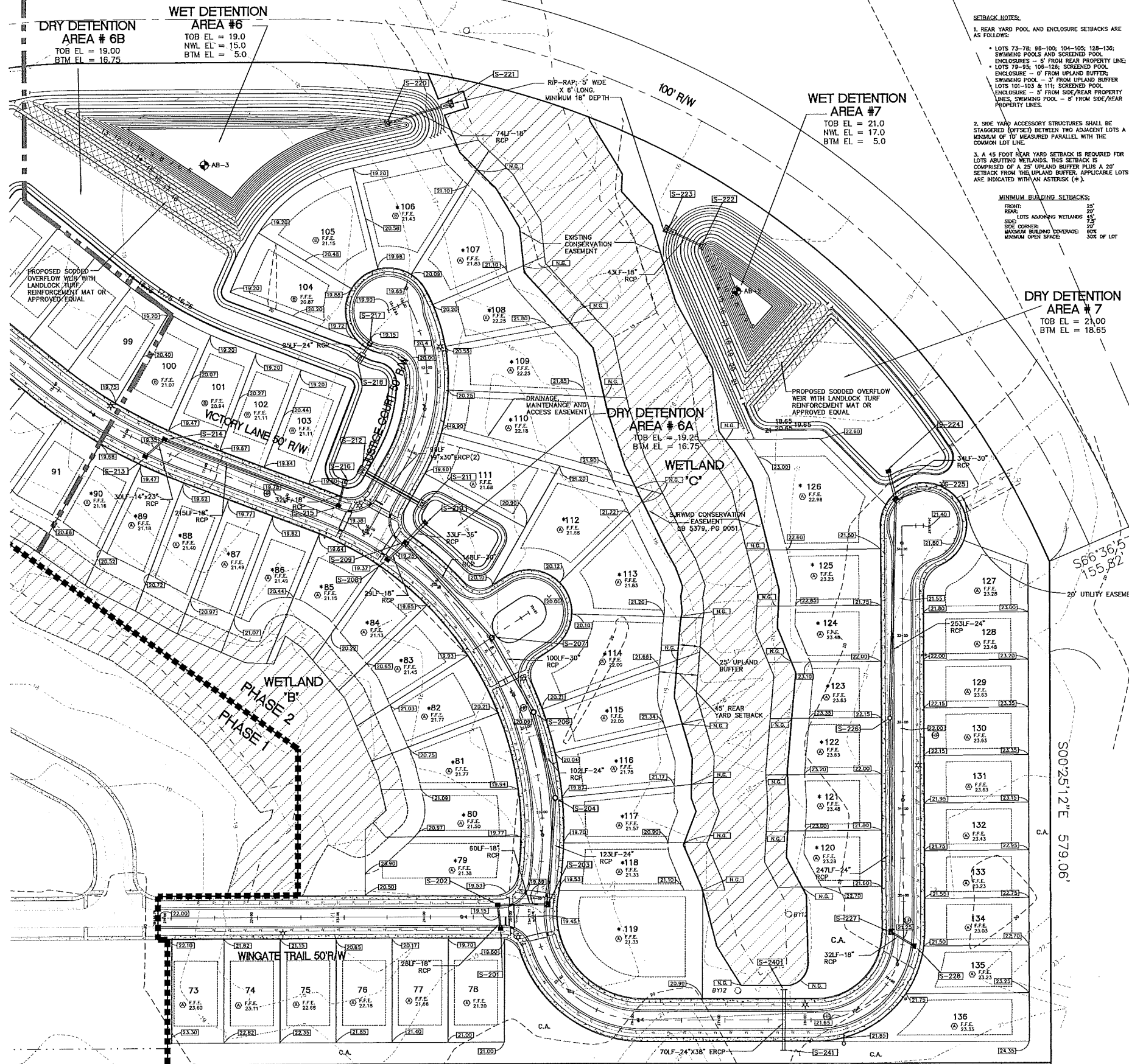
FILE LOCATION

15-2

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SCALE: 1" = 60'
SHEET

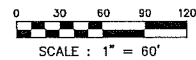
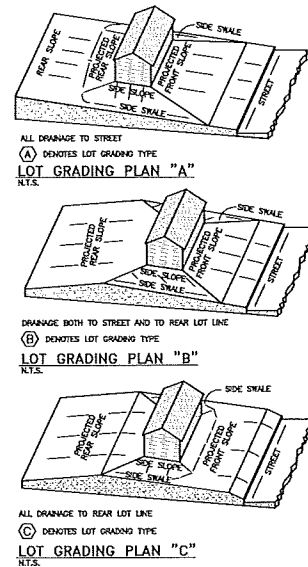
C5 OF 24

SEE SHEET C-5



SETBACK NOTES:
1. REAR YARD POOL AND ENCLOSURE SETBACKS ARE AS FOLLOWS:
• LOTS 73-78, 88-100, 104-105, 128-136: SWIMMING POOLS AND SCREENED POOL ENCLOSURES - 5' FROM REAR PROPERTY LINE
• LOTS 79-87, 101-103, 106-108: SCREENED POOL ENCLOSURE - 0' FROM UPLAND BUFFER; SWIMMING POOL - 3' FROM UPLAND BUFFER
• LOTS 101-103 & 111: SCREENED POOL ENCLOSURE - 5' FROM SIDE/REAR PROPERTY LINE; SWIMMING POOL - 5' FROM SIDE/REAR PROPERTY LINE
2. SIDE YARD ACCESSORY STRUCTURES SHALL BE STAGGERED (OFFSET) BETWEEN TWO ADJACENT LOTS A MINIMUM OF 10' MEASURED PARALLEL WITH THE COMMON LOT LINE.
3. A 45 FOOT REAR YARD SETBACK IS REQUIRED FOR LOTS ADJOINING WETLANDS. THIS SETBACK IS COMPOSED OF A 25' UPLAND BUFFER PLUS A 20' SETBACK FROM THE UPLAND BUFFER. APPLICABLE LOTS ARE INDICATED WITH AN ASTERISK (*).

MINIMUM BUILDING SETBACKS:
FRONT: 25'
REAR: 25'
LOTS ADJOINING WETLANDS: 45'
SIDE CORNER: 15'
MAXIMUM BUILDING COVERAGE: 60%
MINIMUM OPEN SPACE: 30%
SIDE OF LOT



- LEGEND**
- PROPOSED GRADE
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - PROPOSED UPLAND BUFFER
 - EXISTING WETLAND BOUNDARY
 - LOT GRADING TYPES
 - DIRECTION OF OVERLAND FLOW
 - STORMWATER STRUCTURE NO.
 - PROPOSED MITERED END SECTION (MES)
 - PROP. JUNCTION BOX (JB)
 - PROP. STORM STRUCTURE W/PIPE
 - PHASE 2 PROJECT LIMITS
 - MAXIMUM BLDG. LIMITS
 - LOT NUMBER
 - WETLANDS LIMITS
 - SOIL BORING LOCATION

NOTE: THE CUL-DE-SAC'S TO BE CONSTRUCTED TO THE SAME STANDARDS AS PHASE 1, WHICH HAS ALREADY BEEN APPROVED BY THE CITY AND CONSTRUCTED.

NOTE: C.A. (COMMON AREA) AS REQUIRED IN MDA SECTION 14. THE COMMON AREAS TO THE REAR OF LOTS 73-78, 13.

STORM EVENT POND ELEVATIONS			
Pond	NWL	25-YR / 24 HR	100-YR / 24 HR
RA-5	-	18.45	18.63
RA-6A	-	18.66	19.11
RA-6B	-	18.48	18.63
DA-6	15.00	18.42	18.62
RA-7	-	20.82	20.91
DA-7	17.00	20.66	20.91
RA-8A	-	18.72	18.77
RA-8B	-	12.90	12.96
RA-10A	-	18.73	18.77
RA-10B	-	12.60	12.63

Structure	TC	Type	Inv
S-201	18.90	C-Inlet	16.10/18"
S-202	18.90	C-Inlet	16.0 / 18"
S-203	19.15	E-Inlet	15.8 / 18" (W); 15.50 / 24" (N)
S-204	19.72	J. Box	15.15 / 24"
REMOVED FROM SITE PLAN			
S-205	20.05	J. Box	14.80/24" (S); 14.80/30" (N)
S-206	19.70	J. Box	14.50/30"
S-208	19.00	C-Inlet	16.0 / 18"
S-209	19.00	E-Inlet	15.90/18" (W); 14.00/30" (S); 12.70/36" (E)
S-210	16.75	E-Inlet	12.50 / 38"
S-211	N/A	DOUBLE BARREL MES	16.75 / 19" x 23" (2)
S-212	N/A	DOUBLE BARREL MES	16.75 / 19" x 23" (2)
S-213	19.10	C-Inlet	16.50 / 14" x 23"
S-214	19.10	C-Inlet	16.40/14"x23" (W); 16.40/18" (S)
S-215	19.30	C-Inlet	15.75 / 18"
S-216	N/A	MES	18.75 / 18"
S-217	19.15	C-Inlet	15.00 / 24"
S-218	N/A	MES	10.75 / 24"
REMOVED FROM SITE PLAN			
S-220	18.25	D.C.S. #6	14.5 / 18"
S-221	N/A	MES	14.0 / 18"
S-222	20.75	D.C.S. #7	16.50 / 18"
S-223	N/A	MES	16.00 / 18"
S-224	18.65	E-Inlet	14.25/30"
S-225	21.00	E-Inlet	14.40/30" (N); 16.20/24" (S)
S-226	22.00	J. Box	17.00 / 24"
S-227	21.00	E-Inlet	17.75/24" (N); 16.15/18" (E)
S-228	21.00	C-Inlet	18.25/18"
S-229	N/A	MES	16.75 / 18"
S-230	19.10	C-Inlet	16.50/14"x23" (E); 16.50 / 18" (W)
S-231	19.10	C-Inlet	16.50/14"x 23" (W); 16.50 / 18" (E)
S-232	N/A	MES	16.75 / 18"
S-233	N/A	MES	18.00/12"
S-234	N/A	MES	18.00/12"
S-235	N/A	SODDED SPILLWAY	18.55
S-236	N/A	SODDED SPILLWAY	18.60
S-237	12.70	C-Inlet	8.00/ 24"
S-238	N/A	SODDED OVERFLOW WIER	12.50
S-239	N/A	C-INLET	11.00 (10' x 30')
S-240	21.75	HEADWALL	18.50 (24' x 38')
S-241	22.75	HEADWALL	19.50 (24' x 38')



ZEV COHEN & ASSOCIATES, INC.
55 SUTTON ROAD
DADE COUNTY, FL 33176
(305) 677-5482 FAX (305) 677-2505

ST. AUGUSTINE
4475 U.S. 1, S. STE # 607 ST. AUGUSTINE, FL 32088
(850) 797-6101 FAX (850) 797-4169

AMELIA ISLAND
401 CENTRE ST. STE 307 FERNANDINA BCH, FL 32034
(904) 491-6436 FAX (904) 261-7879

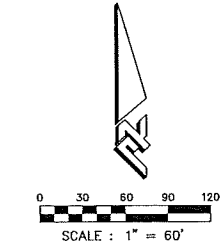
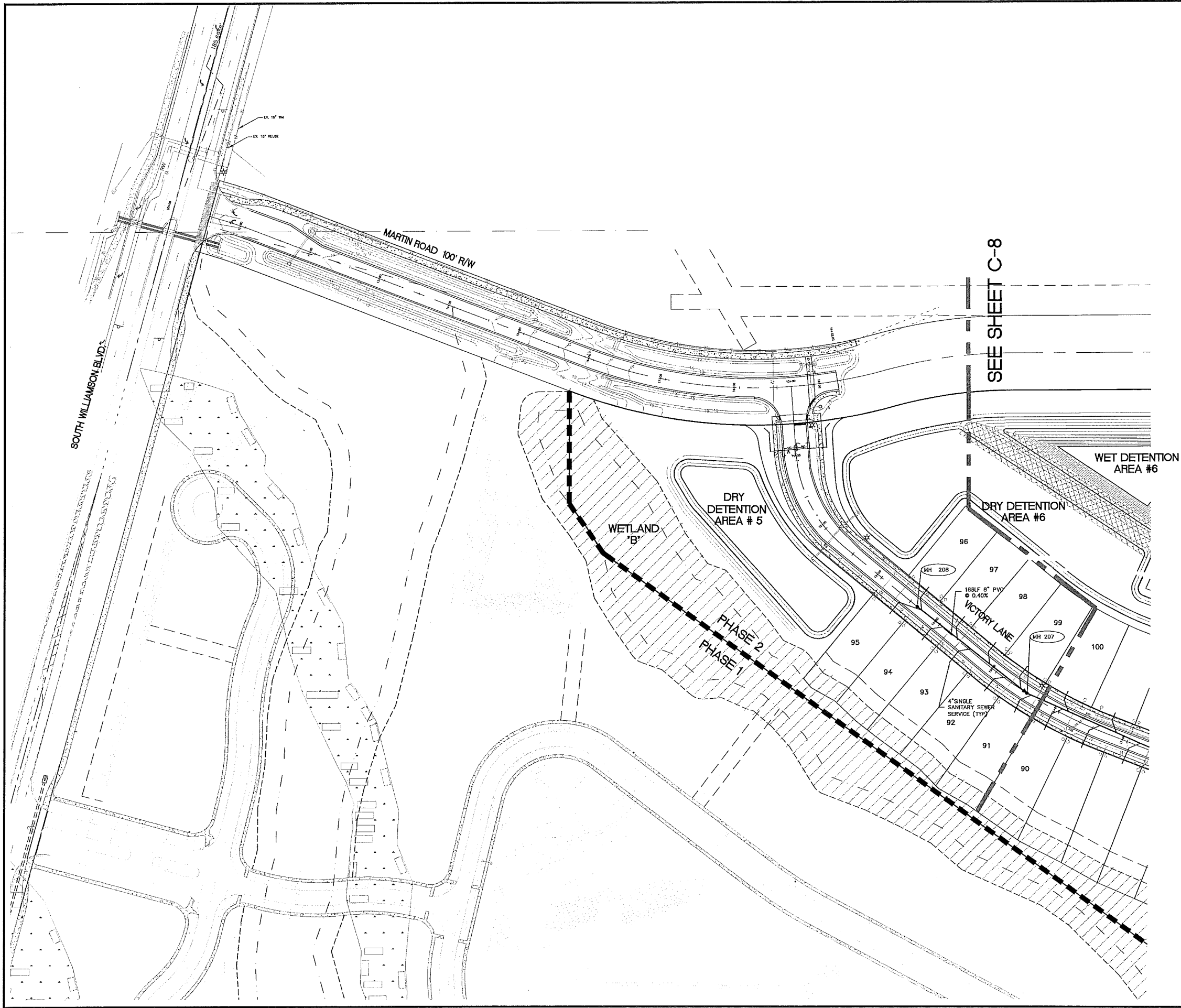
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THE PINNACLE PUD
PHASE 2
FINAL ENGINEERING PLANS
LOT GRADING AND DRAINAGE PLAN

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

PROJECT NO. 0001
ISSUE DATE: 8/1/05
DESIGNED BY: DMV

DRAFTED BY: TB
CHECKED BY: MDC/GB
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- LEGEND**
- MH 207 MANHOLE NUMBER
 - PROPOSED MANHOLE AND PIPES
 - PROPOSED SANITARY SERVICE
 - PHASE 2 PROJECT LIMITS

UTILITY NOTES:

FOR MORE DETAILED MANHOLE INFORMATION, REFER TO THE PLAN AND PROFILE SHEETS FOR EACH ROADWAY.

NOTE: THE CUL-DE-SAC'S TO BE CONSTRUCTED TO THE SAME STANDARDS AS PHASE 1, WHICH HAS ALREADY BEEN APPROVED BY THE CITY AND CONSTRUCTED.

Structure	TC	Invert
EX. MH	22.00	10.02 (Existing Invert)
MH-201	21.35	15.90 (D/S)
MH-202	21.74	14.71 (U/S) 14.81 (D/S)
MH-203	21.37	13.95 (U/S) 13.75 (D/S)
MH-204	21.53	13.46 (U/S) 13.24 (D/S)
MH-205	20.34	12.36 (U/S) 12.26 (D/S)
MH-206	19.88	11.91 (U/S) 11.81 (D/S)
MH-207	19.55	15.43 (U/S) 15.33 (D/S)
MH-208	19.58	16.18 (D/S)
MH-209	19.70	15.25 (D/S)
MH-210	20.05	14.68 (U/S) 14.58 (D/S)
MH-211	19.45	13.95 (U/S) 13.85 (D/S)
MH-212	19.59	13.43 (U/S) 13.33 (D/S)
MH-213	20.05	12.72 (U/S) 12.62 (D/S)
MH-214	19.65	11.99 (U/S) 11.81 (D/S)
MH-215	19.41	11.43 (U/S) 11.43 (U/S-SY) 11.33 (D/S-W)
MH-216	19.46	11.10 (U/S) 11.00 (D/S)

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
1844160 • 11/20/2018 • 11/20/2018
WWW.ZEVCOHEN.COM

PROJECT NO: 01051
ISSUE DATE: 8/18/05
DESIGNED BY: DAW
CHECKED BY: MDC/CRB
DRAWING FILE: 0105PH0335
XREF: 01051BAS 0105PH01B

FILE LOCATION: 15-2

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: 1" = 60'

SHEET C7 OF 24

THE P1 NNACLE PUD
PHASE 2
FINAL ENGINEERING PLANS
SANITARY SEWER COLLECTION PLAN
VOLusia COUNTY, FLORIDA

NO. DATE DESCRIPTION BY
1. 11/20/2018 REVISION PER CITY COMMENTS DATED 10/12/2018
2. 11/20/2018 REVISION PER CITY COMMENTS DATED 11/20/2018

REVISIONS:

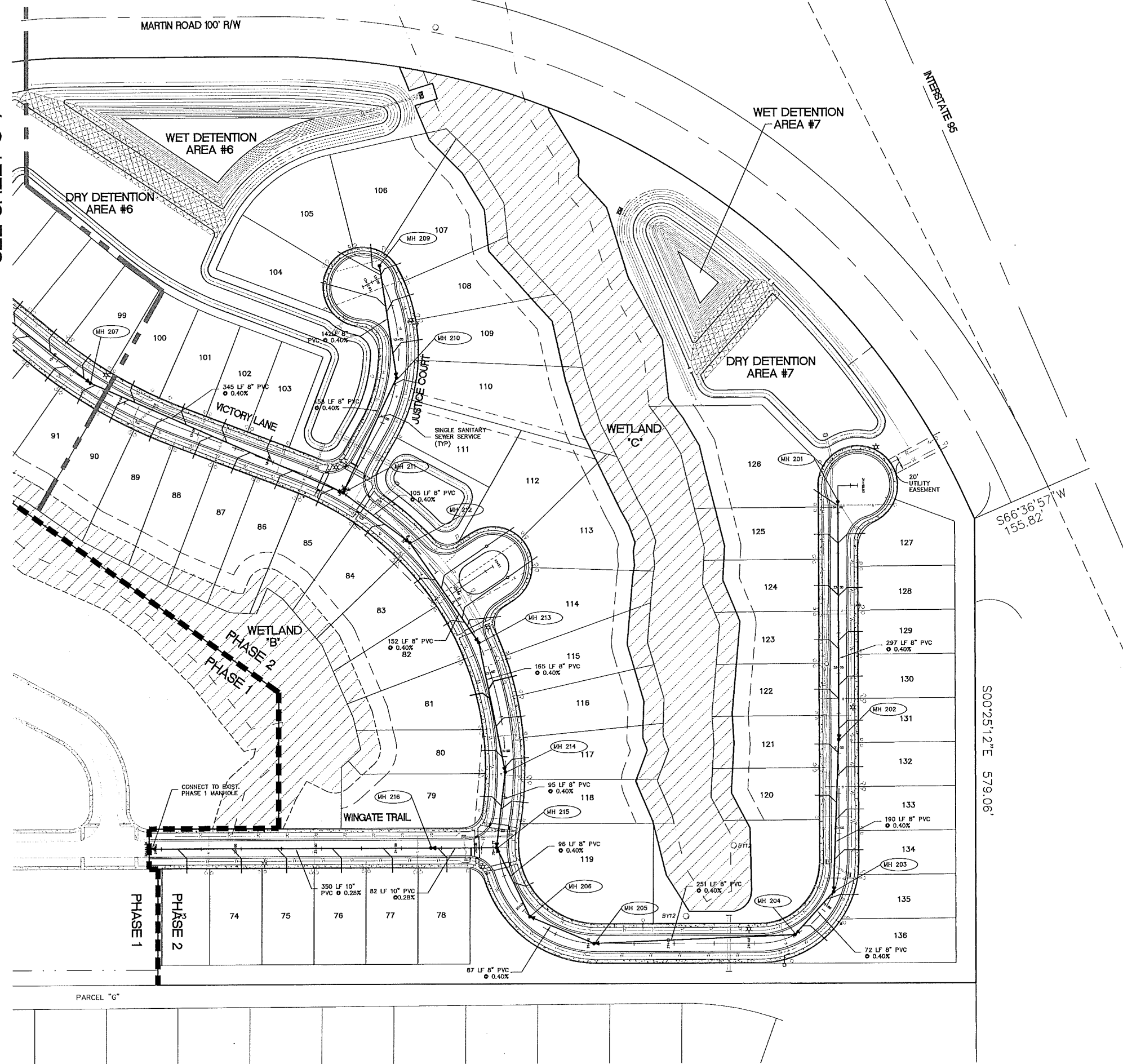
OSWALDO BEACH
55 SETON PALM OSWALDO BEACH FL 32176
(386) 877-2482 FAX (386) 877-2505

ST. AUGUSTINE
4475 U.S. 1 S. STE #601 ST. AUGUSTINE FL 32086
(904) 797-1610 FAX (904) 797-4709

AMELIA ISLAND
401 CENTRE ST STE 307 FERNANDINA BCH FL 32034
(904) 881-5439 FAX (904) 881-7070

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SEE SHEET C-7



LEGEND

	MANHOLE NUMBER
	PROPOSED MANHOLE AND PIPES
	PROPOSED SANITARY SERVICE
	PHASE 2 PROJECT LIMITS

UTILITY NOTES:

FOR MORE DETAILED MANHOLE
INFORMATION, REFER TO THE PLAN AND
PROFILE SHEETS FOR EACH ROADWAY.

NOTE: THE CUL-DE-SAC'S TO BE CONSTRUCTED TO THE SAME STANDARDS AS PHASE 1, WHICH HAS ALREADY BEEN APPROVED BY THE CITY AND CONSTRUCTED.

Structure	TC	Invert
EX MH	22.00	10.02 (Existing Invert)
MH-201	21.35	15.90 (D/S)
MH-202	21.74	14.71 (u/s) 14.61 (D/S)
MH-203	21.37	13.85 (u/s) 13.75 (D/S)
MH-204	21.53	13.46 (u/s) 13.36 (D/S)
MH-205	20.34	12.36 (u/s) 12.26 (D/S)
MH-206	19.86	11.91 (u/s) 11.81 (D/S)
MH-207	19.55	15.43 (u/s) 15.33 (D/S)
MH-208	19.58	16.16 (D/S)
MH-209	19.70	15.25 (D/S)
MH-210	20.05	14.68 (u/s) 14.58 (D/S)
MH-211	19.45	13.95 (u/s) 13.85 (D/S)
MH-212	19.59	13.43 (u/s) 13.33 (D/S)
MH-213	20.05	12.72 (u/s) 12.62 (D/S)
MH-214	19.65	11.96 (u/s) 11.81 (D/S)
MH-215	19.41	11.43 (u/s) 11.43 (u/s) 11.33 (D/S) 11.33 (D/S)
MH-216	19.46	11.10 (u/s) 11.00 (D/S)

**THE PINNACLE PUD
PHASE 2
FINAL ENGINEERING PLANS
SANITARY SEWER COLLECTION PLAN**

**ZEV COHEN
& ASSOCIATES, INC.**
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
(E&A 4594) (L.C.E.C.)
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM

PROJECT NO: 01051	DRAFTED BY: KHI
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DESIGNED BY: DMW	DRAWING FILE: 01051-PH0503.DWG
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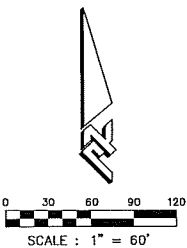
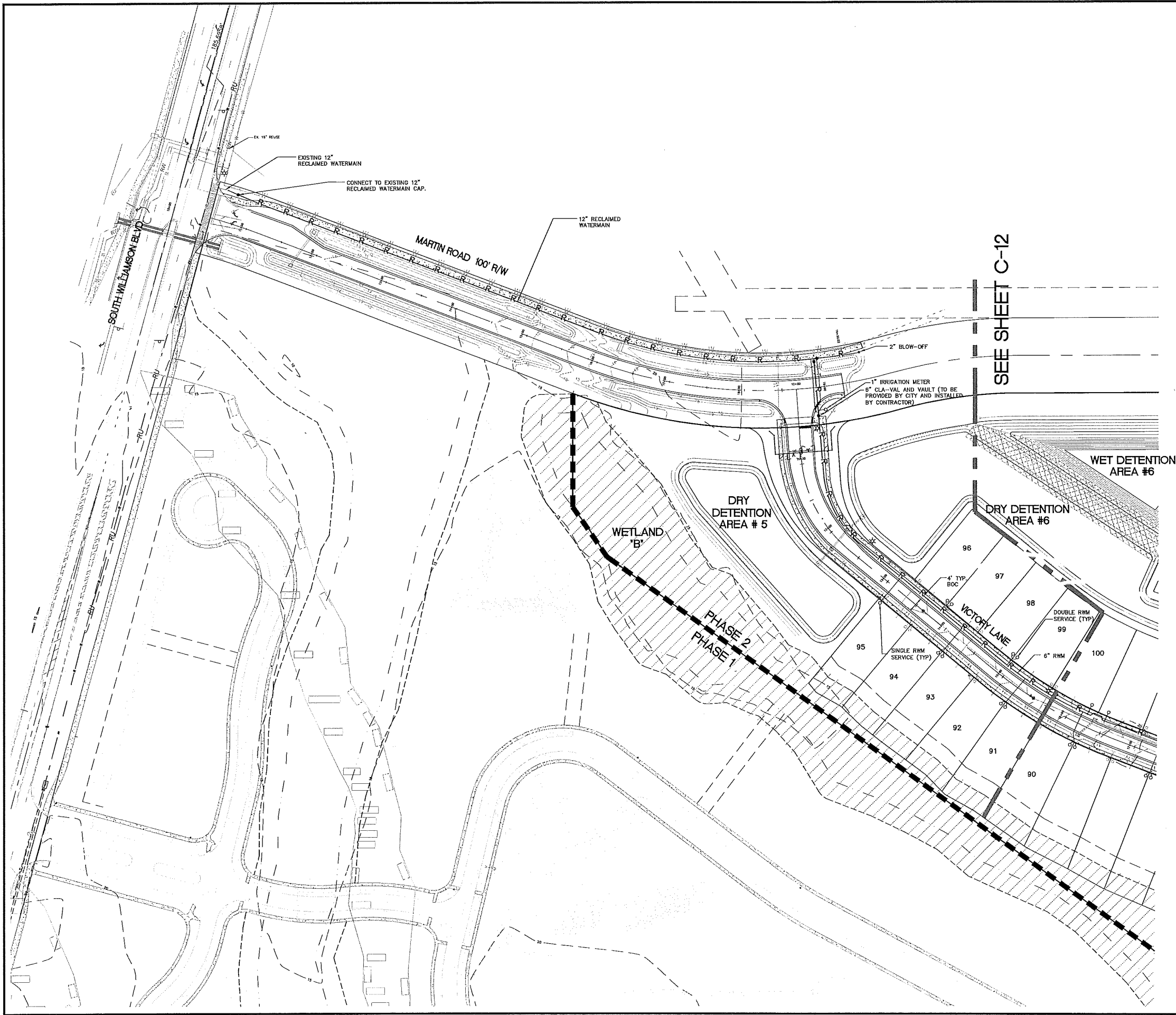
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SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: 1" = 60'

SHEET C8 OF 24



ABBREVIATIONS

- RWM RECLAIMED WATER MAIN
GV GATE VALVE

LEGEND

- EXISTING WATER MAIN
--- PROPOSED RECLAIMED WATER MAIN
+ PROPOSED FIRE HYDRANT
+ PROPOSED DOUBLE RECLAIMED WATER SERVICE
+ PROPOSED SINGLE RECLAIMED WATER SERVICE
• PROPOSED GATE VALVE

UTILITY NOTES:

FOR ALL CONNECTIONS, VALVING AND SPECIFIC UTILITY SYSTEM DETAILS, REFER TO THE PLAN AND PROFILE SHEETS FOR EACH ROADWAY.

NOTE: THE CUL-DE-SACS TO BE CONSTRUCTED TO THE SAME STANDARDS AS PHASE 1, WHICH HAS ALREADY BEEN APPROVED BY THE CITY AND CONSTRUCTED.



ZEVE COHEN & ASSOCIATES, INC.
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4475 U.S. 1, S. STE 101 ST. AUGUSTINE, FL 32086
(904) 888-8888 FAX (904) 888-8888
AMELIA ISLAND
401 CENTRE ST. STE 307 FERNANDINA, FL 32034
(904) 888-8888 FAX (904) 888-8888

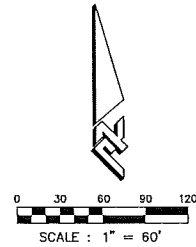
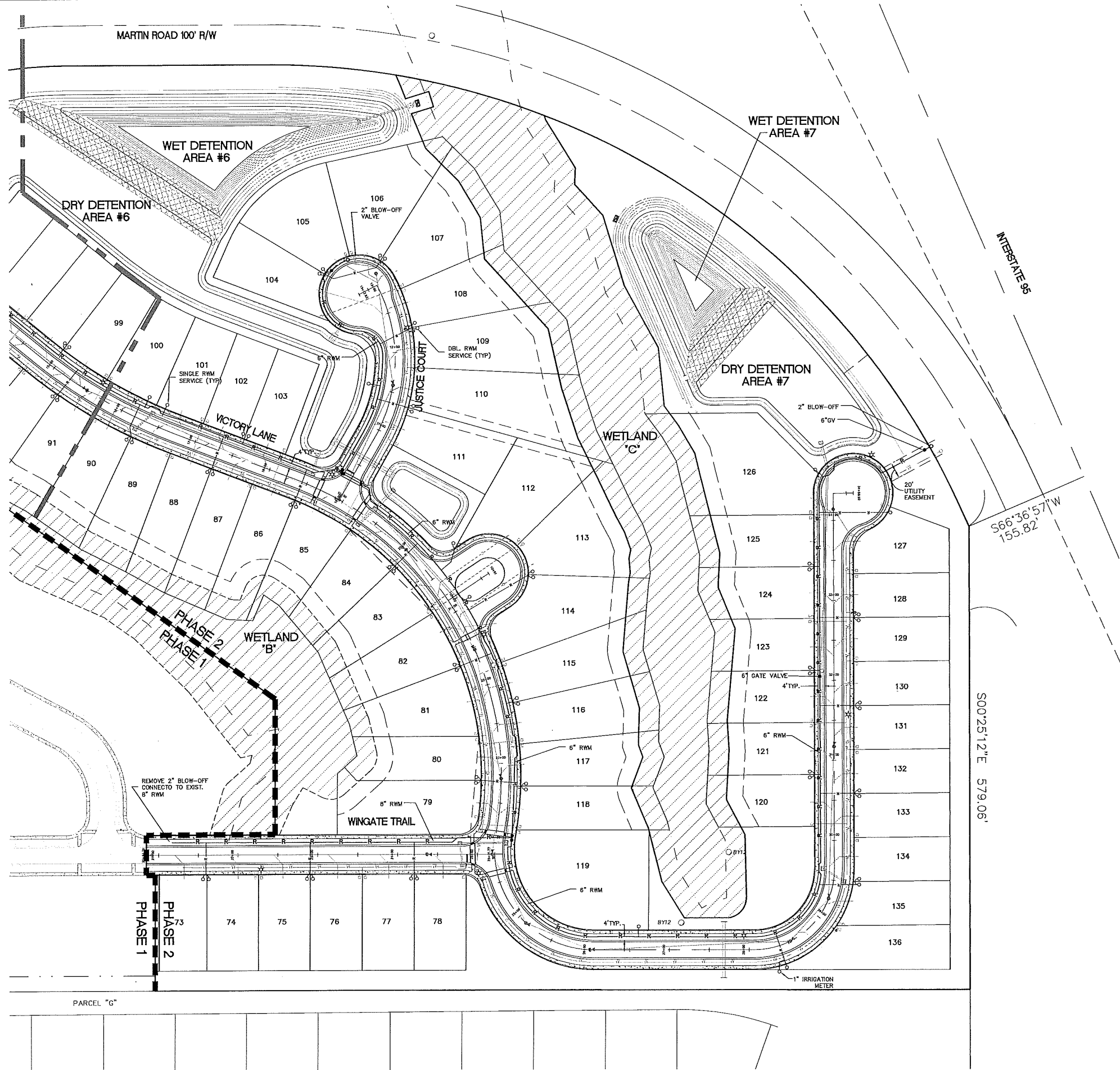
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**THE PINNACLE PUD
PHASE 2
FINAL ENGINEERING PLANS
RECLAIMED WATER DISTRIBUTION PLAN**
CITY OF FORT ORANGE
VOLusia COUNTY, FLORIDA

ZEVE COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
1000 W. US HIGHWAY 1, SUITE 100
FORT MYERS, FL 33901
WWW.ZEVECOHEN.COM
PROJECT NO: 07051
ISSUE DATE: 8/18/05
DESIGNED BY: DMW
CHECKED BY: MDC/CB
DRAWING FILE: 01051PH0201
XREF: 01051PH0201

FILE LOCATION 15-2
SCALE: 1" = 60'
SHEET C11 OF 24

SEE SHEET C-11



ABBREVIATIONS

- RWM RECLAIMED WATERMAIN
- GV GATE VALVE

LEGEND

- EXISTING WATER MAIN
- PROPOSED RECLAIMED WATER MAIN
- PROPOSED FIRE HYDRANT
- PROPOSED DOUBLE RECLAIMED WATER SERVICE
- PROPOSED SINGLE RECLAIMED WATER SERVICE
- PROPOSED GATE VALVE

UTILITY NOTES:

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ZEV COHEN & ASSOCIATES, INC.
5850 STATE ROAD 100, SUITE 100
DADE COUNTY, FL 33126
(305) 877-5402 FAX (305) 877-5505
ST. AUGUSTINE
4475 U.S. 1, S. STE 400 ST. AUGUSTINE, FL 32088
(904) 971-9510 FAX (904) 971-4196
AMELIA ISLAND
401 CENTRE ST. STE 307 FERNANDINA, FL 32034
(904) 971-5438 FAX (904) 261-7879

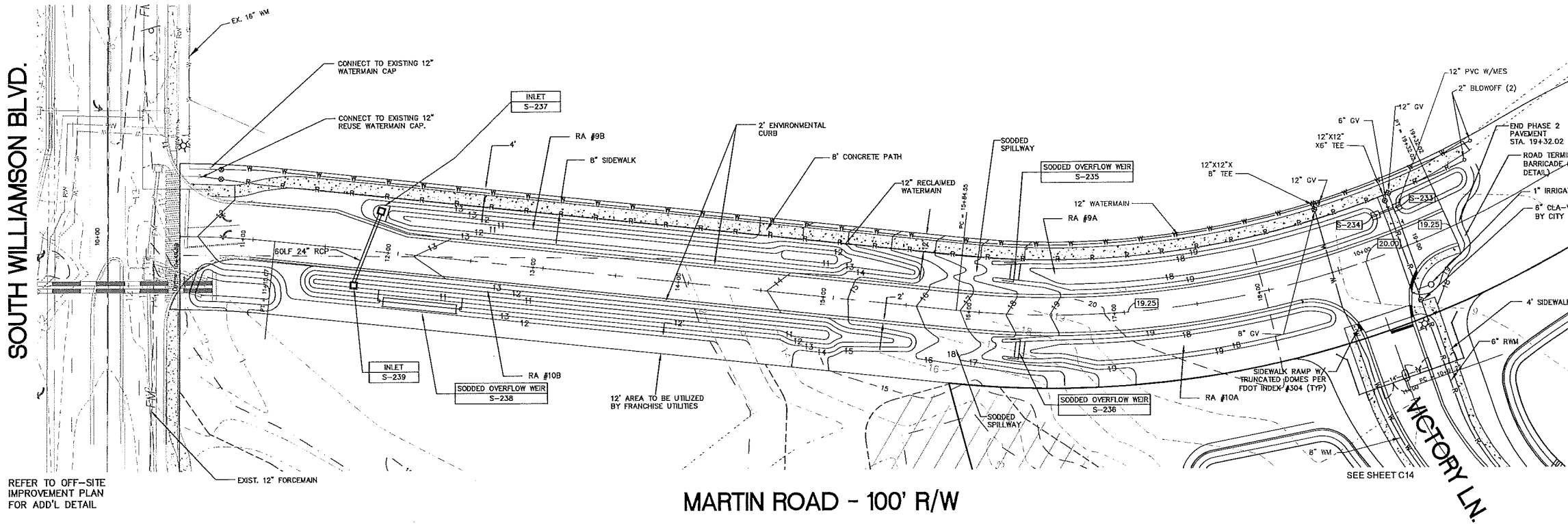
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THE PINNACLE PUD
PHASE 2
FINAL ENGINEERING PLANS
RECLAIMED WATER DISTRIBUTION PLAN
CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

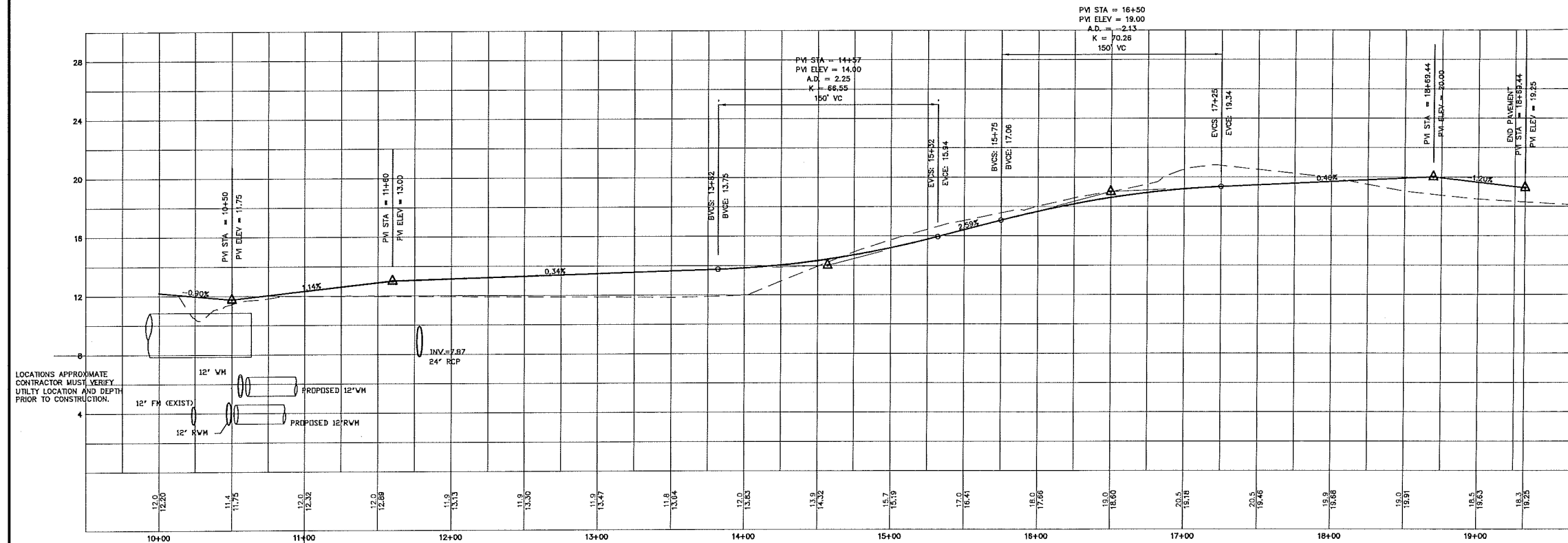
ZEV COHEN & ASSOCIATES, INC. CIVIL ENGINEERS • LANDSCAPE ARCHITECTS PLANNERS • TRANSPORTATION • ENVIRONMENTAL WWW.ZEVCOHEN.COM	PROJECT NO: 07051 ISSUE DATE: 8/18/05 DESIGNED BY: DMV	DRAFTED BY: RHI CHECKED BY: MD/CRB DRAWING FILE: 1008P-RCLD XREF'S DISPOSITION: UNCHANGED
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SOUTH WILLIAMSON BLVD.

REFER TO OFF-SITE
IMPROVEMENT PLAN
FOR ADD'L DETAIL

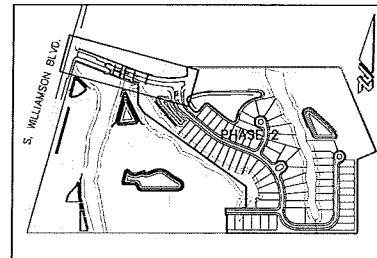


MARTIN ROAD - 100' R/W



- WHERE WATER AND SANITARY LINES CROSS WITH LESS THAN 18" OF VERTICAL CLEARANCE BETWEEN THE SANITARY SEWER LINE SHALL BE 20" CONCRETE ENCASED PVC, CENTERED AT THE POINT OF CROSSING.
 - A MINIMUM OF 6", PREFERABLY 10" HORIZONTAL SEPARATION BETWEEN THE OUTSIDE OF ANY WATERMAIN OR RECLAIMED WATER MAIN AND ANY SANITARY SEWER LINE. A MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER SHALL BE REDUCED TO 3" WHERE BOTTOM OF WATERMAIN IS LAID AT LEAST 6" ABOVE THE TOP OF SEWER LINE.
 - GATE VALVES TO BE BOLTED TO TEES WHENEVER POSSIBLE.
 - DRAWINGS ARE INTENDED TO COMPLY WITH CURRENT CITY STANDARD DETAILS. CITY STANDARDS SHALL APPLY SHOULD THERE BE A CONFLICT.
 - WHEN UTILITY CO. PEDESTALS ARE PLACED NEXT TO FIRE HYDRANTS OR FPL TRANSFORMER PADS, TO CABLE-VISION PEDESTALS ARE TO BE A MIN. OF 3" TO THE LEFT AND BELL SOUTH PEDESTALS ARE TO BE A MIN. OF 3" TO THE RIGHT LOOKING FROM THE STREET.
 - MINIMUM 12" OVER WATERMAIN, FORCE MAIN AND RECLAIMED WATER MAIN, EXCEPT AT PIPE CROSSINGS. AT PIPE CROSSINGS, 12" COVER WITH RESTRAINED JOINTS UNDER SPECIAL CONDITIONS. INSTALLED PER DIPRA STANDARDS.
 - DOUBLE SERVICES ARE TO BE A MAXIMUM OF 2' OFF OF LOT LINES. SINGLE SERVICES ARE TO BE A MAXIMUM OF 2' OFF LOT LINES.
 - ALL BLOW OFFS TO BE LOCATED ADJACENT TO SIDE LOT LINES.
 - NO WATER OR RECLAIMED SERVICES INSTALLED BETWEEN THE PROPOSED END LINE GATE VALVES AND BLOW-OFF.
 - ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC. COLOR AS NOTED.
 - A MINIMUM VERTICAL SEPARATION FOR WATERMAINS IS 6", PREFERABLY 12" ABOVE OR AT LEAST 12" BELOW THE OUTSIDE PIPELINE OF THE SANITARY SEWER. IT IS PREFERABLE FOR THE WATERMAIN TO LAY ABOVE THE SANITARY SEWER. FOR SAID CROSSING, ONE FULL LENGTH OF WATERMAIN 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. OR THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL RECLAIMED WATER MAIN JOINTS AND AT LEAST SIX FEET FROM ALL JOINTS IN SANITARY SEWER PIPELINES.
- NOTE: THE CURRENT PLANS INDICATE AN OPTIONAL LANDSCAPED ISLAND WITHIN THE CUL-DE-SAC'S TO BE CONSTRUCTED AT THE DEVELOPER'S DISCRETION.

KEY MAP



ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
1000 N. W. 10th Ave., Suite 1000
Fort Lauderdale, FL 33304
(954) 576-1000
FAX (954) 576-1001
WWW.ZEVCOHEN.COM

PROJECT NO. 0081
ISSUE DATE: 8/1/05
CHECKED BY: MDC/CS
DRAWING FILE: 010800PPT1
DESIGNED BY: DMV

FILE LOCATION
15-2

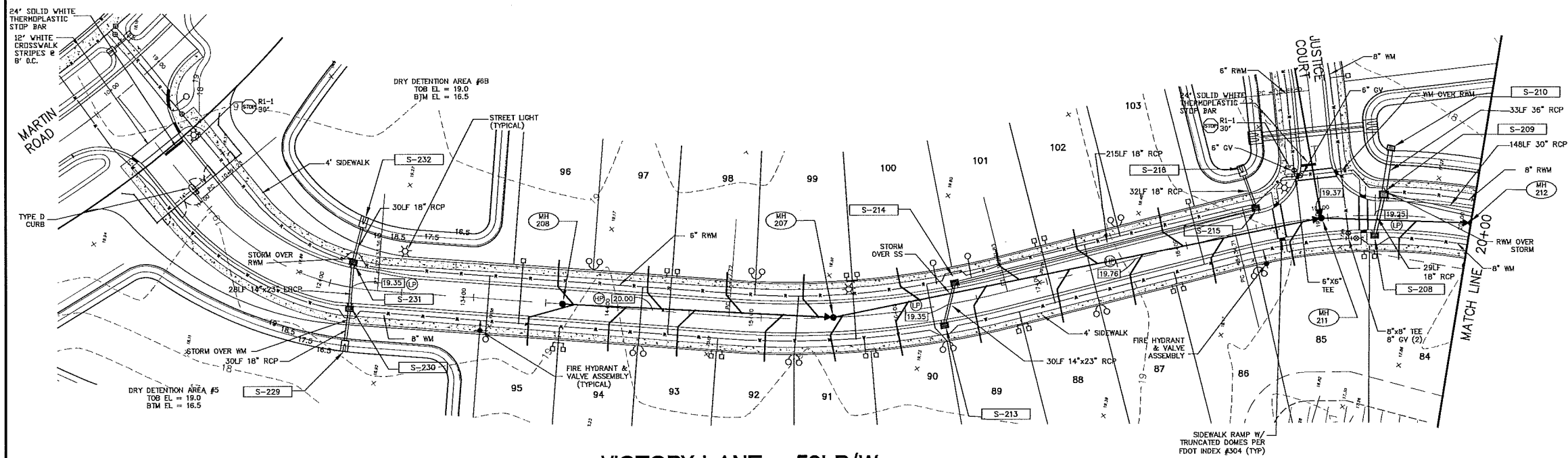
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SCALE: 1"=40' HOR.; 1"=4' VERT.
SHEET C13 OF 24

THE P INNACLE PUD
PHASE 2
FINAL ENGINEERING PLANS
PLAN & PROFILE
M/J LUTIN ROAD
VOLUSIA COUNTY, FLORIDA

OMANDA BEACH
35 BAYVIEW DR. OMANDA BEACH, FL 32178
(386) 877-2462 FAX (386) 877-2505

ST. AUGUSTINE
4475 U.S. 1 S. STE 800 ST. AUGUSTINE, FL 32086
(804) 897-6100 FAX (804) 897-6105

AMELIA ISLAND
401 CENTRE ST. STE 307 FERNANDINA BCH, FL 32034
(904) 491-5456 FAX (904) 261-6787

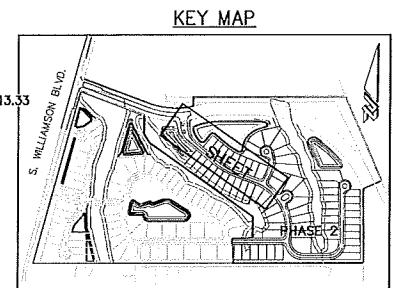
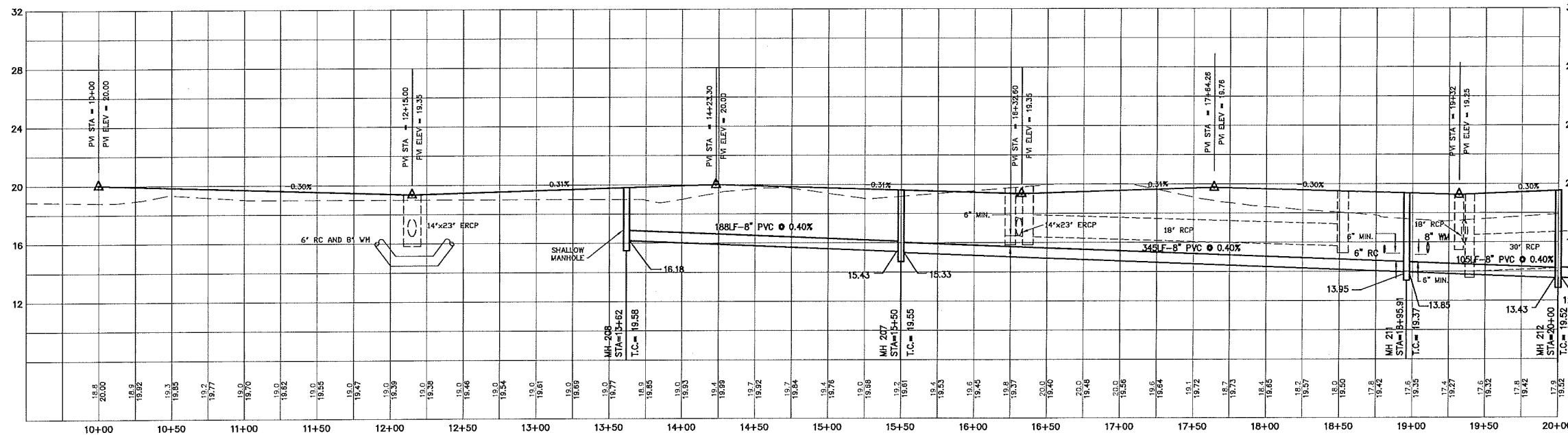


VICTORY LANE - 50' R/W

- LEGEND:**
- PROPOSED STORM DRAIN W/INLET
 - PROPOSED MITERED END SECTION
 - PROPOSED JUNCTION BOX W/STORM DRAIN
 - PROPOSED WATERMAIN
 - PROPOSED RECLAIMED WATERMAIN
 - PROPOSED FIRE HYDRANT ASSEMBLY
 - PROPOSED POTABLE WATER SERVICE
 - PROPOSED DOUBLE POTABLE WATER SERVICE
 - PROPOSED RECLAIMED WATER SERVICE
 - PROPOSED DOUBLE RECLAIMED WATER SERVICE
 - PROPOSED SANITARY SEWER SERVICE
 - PROPOSED SAN. SEWER W/PIPING
 - PROPOSED GATE VALVE
 - PROPOSED BLOW-OFF
 - STREET LIGHT LOCATION (TYPICAL)
 - PROPOSED GRADE
 - DIRECTION OF OVERLAND FLOW
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - WETLANDS LIMITS
 - PROPOSED STORMWATER STRUCTURE NUMBER
 - PROPOSED MANHOLE NUMBER

GENERAL NOTES:

- WHERE WATER AND SANITARY LINES CROSS WITH LESS THAN 18" OF VERTICAL CLEARANCE BETWEEN THE PIPES THE SANITARY SEWER LINE SHALL BE 20" CONCRETE ENCASED PVC, CENTERED AT THE POINT OF CROSSING.
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- NOTE: THE CURRENT PLANS INDICATE AN OPTIONAL LANDSCAPED ISLAND WITHIN THE CUL-DE-SACS TO BE CONSTRUCTED AT THE DEVELOPER'S DISCRETION.



THE PINNACLE PUD PHASE 2 FINAL ENGINEERING PLANS PLAN & PROFILE VICTORY LANE

ZEVE COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVECOHEN.COM

PROJECT NO: 07051
ISSUE DATE: 07/05
DESIGNED BY: DMW

DRAFTED BY: TB
CHECKED BY: MD/CDB
DRAWING FILE: 050705R
XREFS: 050705R

FILE LOCATION 15-2

NOT VALED WITHOUT EXEMPTED SEAL
SCALE: 1"=40' HOR.; 1"=4' VERT.
SHEET C14 OF 24



ZEV COHEN & ASSOCIATES, INC.
3850 S. WILSON BLVD., SUITE 200
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AMELIA ISLAND
401 CENTRE STREET, STE 207 FERNANDINA, FL 32034
(904) 891-5439 FAX (904) 261-7879

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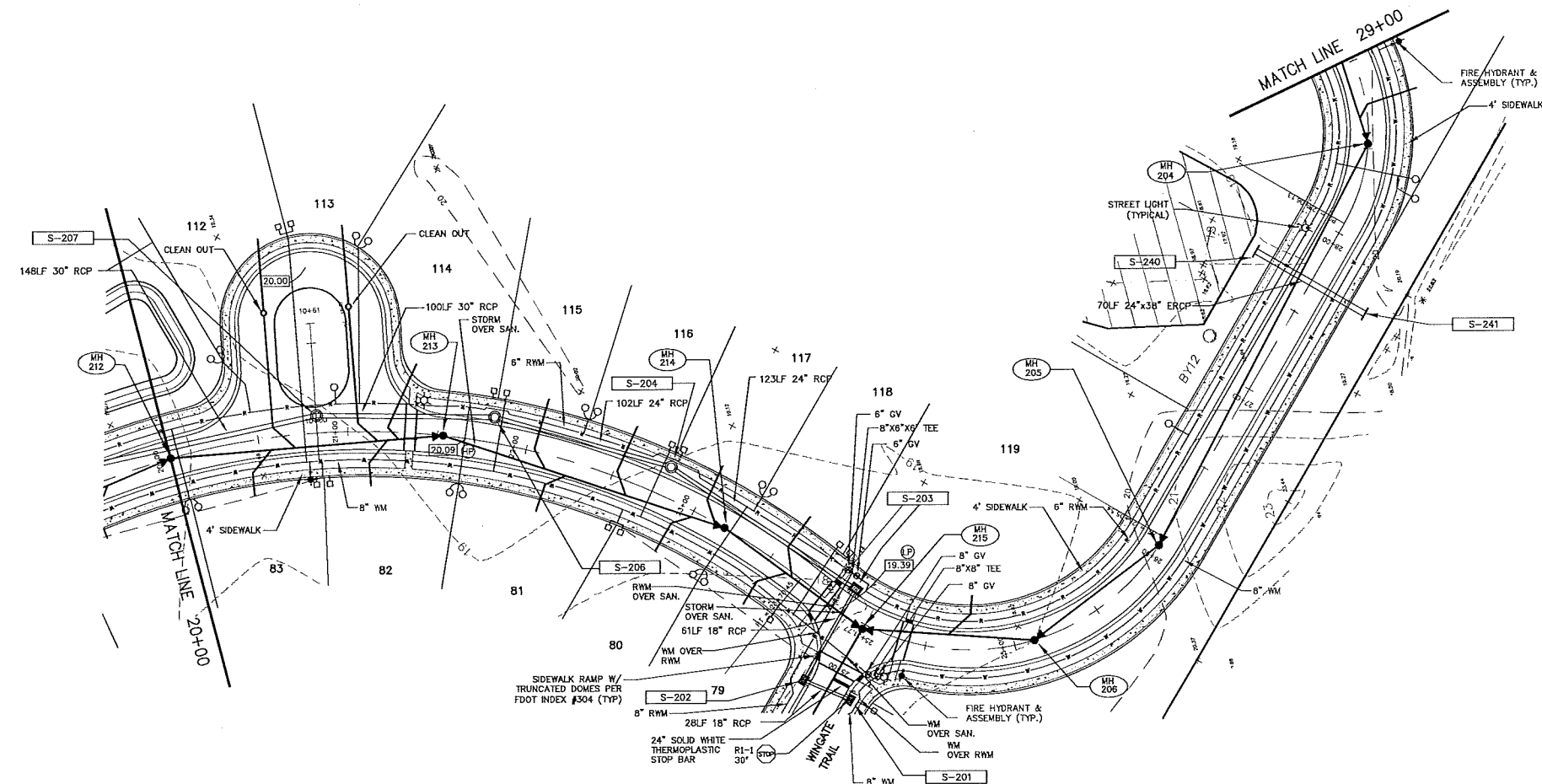
REVISIONS:

THE PINNACLE PUD
PHASE 2
FINAL ENGINEERING PLANS
PLAN & PROFILE
VICTORY LANE
CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

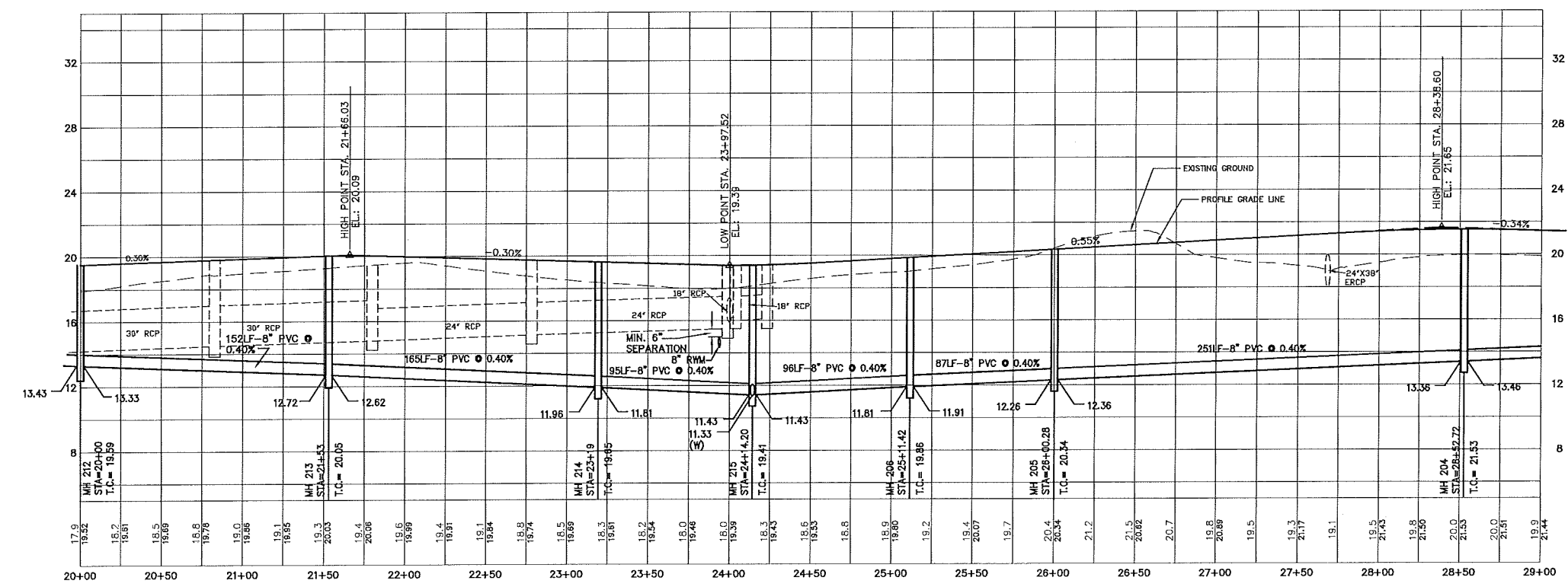
ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
1000 S. WILSON BLVD., SUITE 200
FORT LAUDERDALE, FL 33309
(954) 371-1100 FAX (954) 371-1101
WWW.ZEVCOHEN.COM

PROJECT NO: 01001
ISSUE DATE: 8/1/00
DESIGNED BY: DMV
CHECKED BY: MD/CRB
DRAWING FILE: PUD/000003
PLOT FILE: PUD/000003

FILE LOCATION: 15-2
SHEET: C15 OF 24
NOT VALID WITHOUT EXEMPTED SEAL
SCALE: 1"=40' HOR.; 1"=4' VERT.

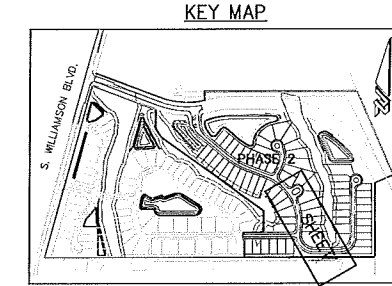


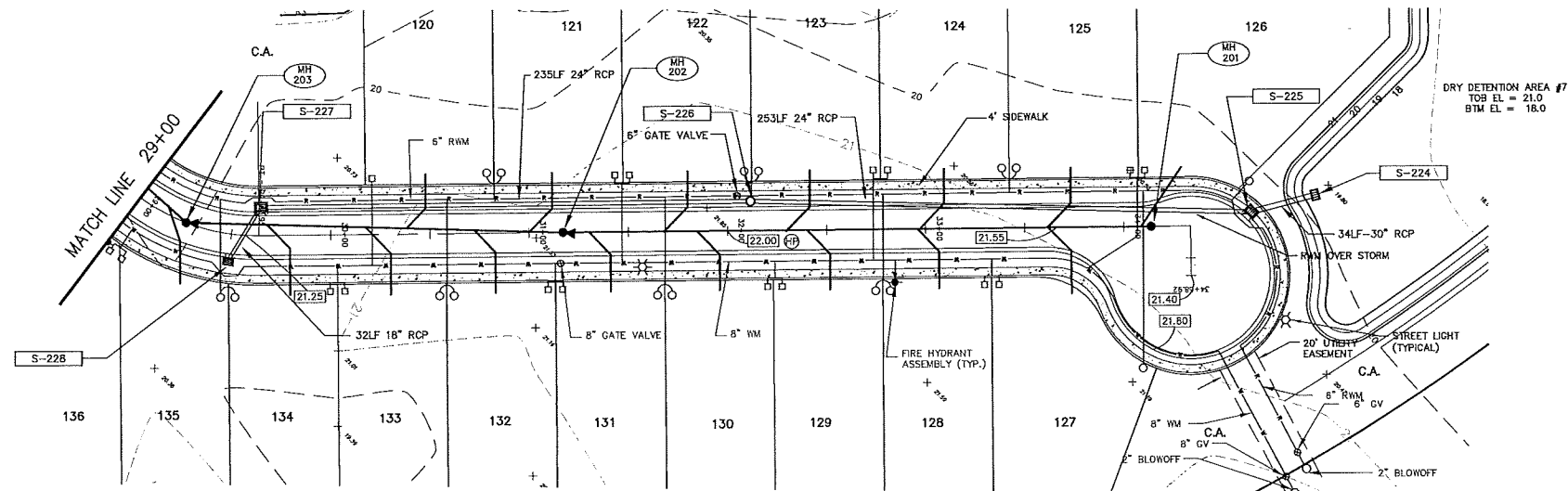
VICTORY LANE. - 50' R/W



- LEGEND:**
- PROPOSED STORM DRAIN W/INLET
 - PROPOSED WATERED END SECTION
 - PROPOSED JUNCTION BOX W/STORM DRAIN
 - PROPOSED WATERMAIN
 - PROPOSED RECLAIMED WATERMAIN
 - PROPOSED FIRE HYDRANT ASSEMBLY
 - PROPOSED POTABLE WATER SERVICE
 - PROPOSED DOUBLE POTABLE WATER SERVICE
 - PROPOSED RECLAIMED WATER SERVICE
 - PROPOSED DOUBLE RECLAIMED WATER SERVICE
 - PROPOSED SANITARY SEWER SERVICE
 - PROPOSED SAN. SEWER W/PIPING
 - PROPOSED GATE VALVE
 - PROPOSED BLOW-OFF
 - STREET LIGHT LOCATION (TYPICAL)
 - PROPOSED GRADE
 - DIRECTION OF OVERLAND FLOW
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - WETLANDS LIMITS
 - PROPOSED STORMWATER STRUCTURE NUMBER
 - PROPOSED MANHOLE NUMBER

- GENERAL NOTES:**
- WHERE WATER AND SANITARY LINES CROSS WITH LESS THAN 18" OF VERTICAL CLEARANCE BETWEEN THE SANITARY SEWER LINE SHALL BE 20" CONCRETE ENCASED PVC, CENTERED AT THE POINT OF CROSSING.
 - A MINIMUM OF 6", PREFERABLY 10" HORIZONTAL SEPARATION BETWEEN THE OUTSIDE OF ANY WATERMAIN OR RECLAIMED WATER MAIN AND ANY SANITARY SEWER LINE. A MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER SHALL BE REDUCED TO 3" WHERE BOTTOM OF WATERMAIN IS LAID AT LEAST 6" ABOVE THE TOP OF SEWER LINE.
 - GATE VALVES TO BE BOLTED TO TEES WHENEVER POSSIBLE.
 - DRAWINGS ARE INTENDED TO COMPLY WITH CURRENT CITY STANDARD DETAILS. CITY STANDARDS SHALL APPLY SHOULD THERE BE A CONFLICT.
 - WHEN UTILITY CO. PEDESTALS ARE PLACED NEXT TO FIRE HYDRANTS OR FPL TRANSFORMER PADS, TO CABLE-VISION PEDESTALS ARE TO BE A MIN. OF 3" TO THE LEFT AND BELL SOUTH PEDESTALS ARE TO BE A MIN. OF 3" TO THE RIGHT LOOKING FROM THE STREET.
 - MINIMUM 3" COVER OVER WATERMAIN, FORCE MAIN AND RECLAIMED WATER MAIN, EXCEPT AT PIPE CROSSINGS. AT PIPE CROSSINGS, MINIMUM 2" COVER WITH RESTRAINED JOINTS UNDER SPECIAL CONDITIONS. INSTALLED PER DEPRA STANDARDS.
 - DOUBLE SERVICES ARE TO BE A MAXIMUM OF 2' OFF OF LOT LINES. SINGLE SERVICES ARE TO BE A MAXIMUM OF 2' OFF LOT LINES.
 - ALL BLOW OFFS TO BE LOCATED ADJACENT TO SIDE LOT LINES.
 - NO WATER OR RECLAIMED SERVICES INSTALLED BETWEEN THE PROPOSED END LINE GATE VALVES AND BLOW-OFF.
 - ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC. COLOR AS NOTED.
 - A MINIMUM VERTICAL SEPARATION FOR WATERMAINS IS 6", PREFERABLY 12" ABOVE OR AT LEAST 12" BELOW THE OUTSIDE PIPELINE OF THE SANITARY SEWER. IT IS PREFERABLE FOR THE WATERMAIN TO LAY ABOVE THE SANITARY SEWER. FOR SAID CROSSING, ONE FULL LENGTH OF WATERMAIN 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. OR THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL RECLAIMED WATER MAIN JOINTS AND AT LEAST SIX FEET FROM ALL JOINTS IN SANITARY SEWER PIPELINES.
- NOTE: THE CURRENT PLANS INDICATE AN OPTIONAL LANDSCAPED ISLAND WITHIN THE CUL-DE-SAC'S TO BE CONSTRUCTED AT THE DEVELOPER'S DISCRETION.





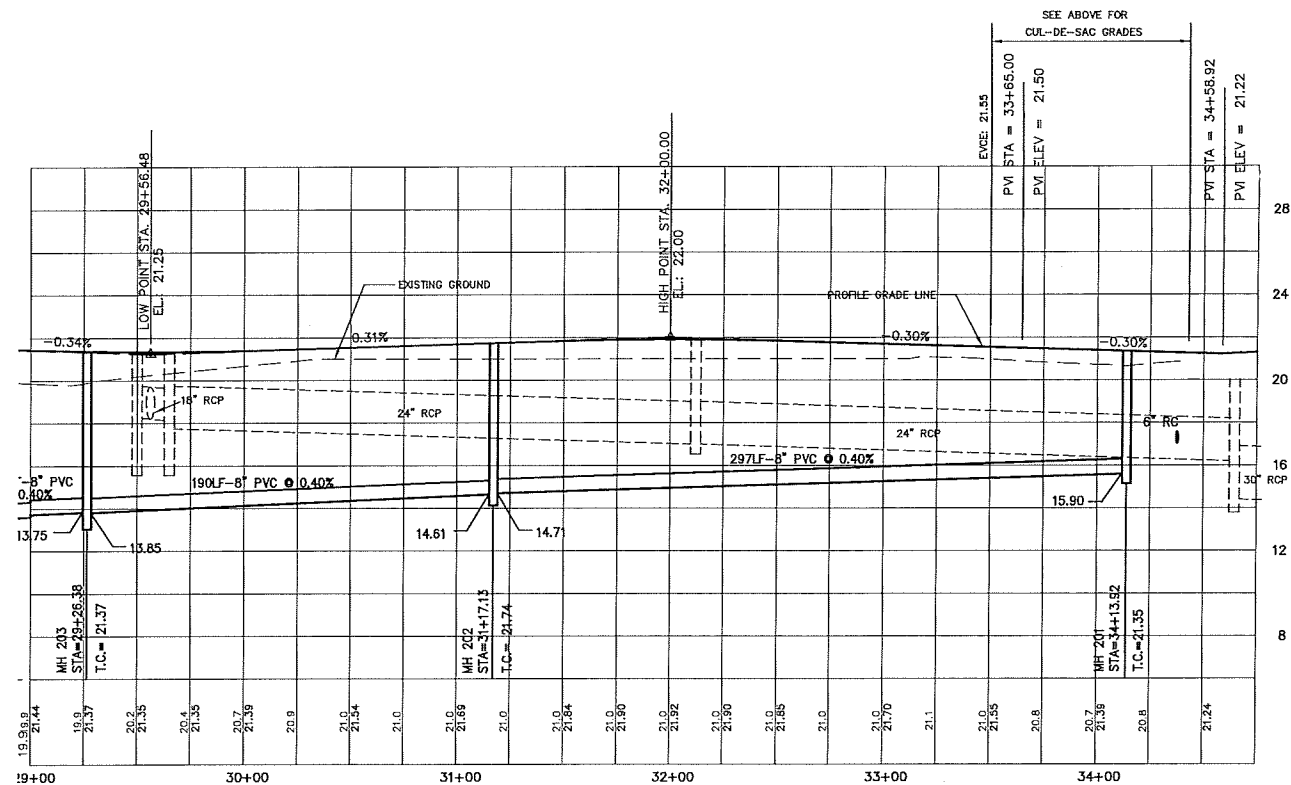
VICTORY LANE. - 50' R/W

- LEGEND:**
- PROPOSED STORM DRAIN W/INLET
 - PROPOSED MITERED END SECTION
 - PROPOSED JUNCTION BOX W/STORM DRAIN
 - PROPOSED WATERMAIN
 - PROPOSED RECLAIMED WATERMAIN
 - PROPOSED FIRE HYDRANT ASSEMBLY
 - PROPOSED POTABLE WATER SERVICE
 - PROPOSED DOUBLE POTABLE WATER SERVICE
 - PROPOSED RECLAIMED WATER SERVICE
 - PROPOSED DOUBLE RECLAIMED WATER SERVICE
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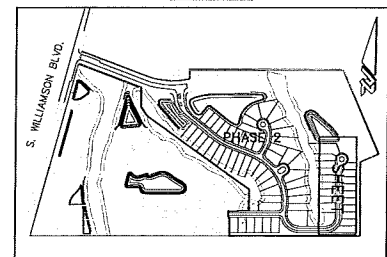
GENERAL NOTES:

1. WHERE WATER AND SANITARY LINES CROSS WITH LESS THAN 18" OF VERTICAL CLEARANCE BETWEEN THE PIPES THE SANITARY SEWER LINE SHALL BE 20" CONCRETE ENCASED PVC, CENTERED AT THE POINT OF CROSSING.
2. A MINIMUM OF 6", PREFERABLY 10" HORIZONTAL SEPERATION BETWEEN THE OUTSIDE OF ANY WATERMAIN OR RECLAIMED WATER MAIN AND ANY SANITARY SEWER LINE. A MINIMUM HORIZONTAL SEPERATION BETWEEN WATER MAINS AND SANITARY SEWER SHALL BE REDUCED TO 3" WHERE BOTTOM OF WATERMAIN IS LAID AT LEAST 6" ABOVE THE TOP OF SEWER LINE.
3. GATE VALVES TO BE BOLTED TO TEES WHENEVER POSSIBLE.
4. DRAWINGS ARE INTENDED TO COMPLY WITH CURRENT CITY STANDARD DETAILS. CITY STANDARDS SHALL APPLY SHOULD THERE BE A CONFLICT.
5. WHEN UTILITY CO. PEDESTALS ARE PLACED NEXT TO FIRE HYDRANTS OR FPL TRANSFORMER PADS, TO CABLE-VISION PEDESTALS ARE TO BE A MIN. OF 3" TO THE LEFT AND BELLSOUTH PEDESTALS ARE TO BE A MIN. OF 3" TO THE RIGHT LOOKING FROM THE STREET.
6. MINIMUM 3" COVER OVER WATERMAIN, FORCE MAIN AND RECLAIMED WATER MAIN, EXCEPT AT PIPE CROSSINGS. 1" PIPE CROSSINGS, MINIMUM 2" COVER WITH RESIN JOINTS UNDER SPECIAL CONDITIONS. INSTALLED PER PIPE STANDARDS.
7. DOUBLE SERVICES ARE TO BE A MAXIMUM OF 2' OFF OF LOT LINES. SINGLE SERVICES ARE TO BE A MAXIMUM OF 2' OFF LOT LINES.
8. ALL BLOW OFFS TO BE LOCATED ADJACENT TO SIDE LOT LINES.
9. NO WATER OR RECLAIMED SERVICES INSTALLED BETWEEN THE PROPOSED END LINE GATE VALVES AND BLOW-OFF.
10. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC, COLOR AS NOTED.
11. A MINIMUM VERTICAL SEPERATION FOR WATERMANS IS 6", PREFERABLY 12" ABOVE OR AT LEAST 12" BELOW THE OUTSIDE PIPELINE OF THE SANITARY SEWER. IT IS PREFERABLE FOR THE WATERMAIN TO LAY ABOVE THE SANITARY SEWER. FOR SAID CROSSING, ONE FULL LENGTH OF WATERMAIN 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. OR THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL RECLAIMED WATER MAIN JOINTS AND AT LEAST SIX FEET FROM ALL JOINTS IN SANITARY SEWER PIPELINES.

NOTE: THE CURRENT PLANS INDICATE AN OPTIONAL LANDSCAPED ISLAND WITHIN THE CUL-DE-SAC'S TO BE CONSTRUCTED AT THE DEVELOPERS DISCRETION.



KEY MAP



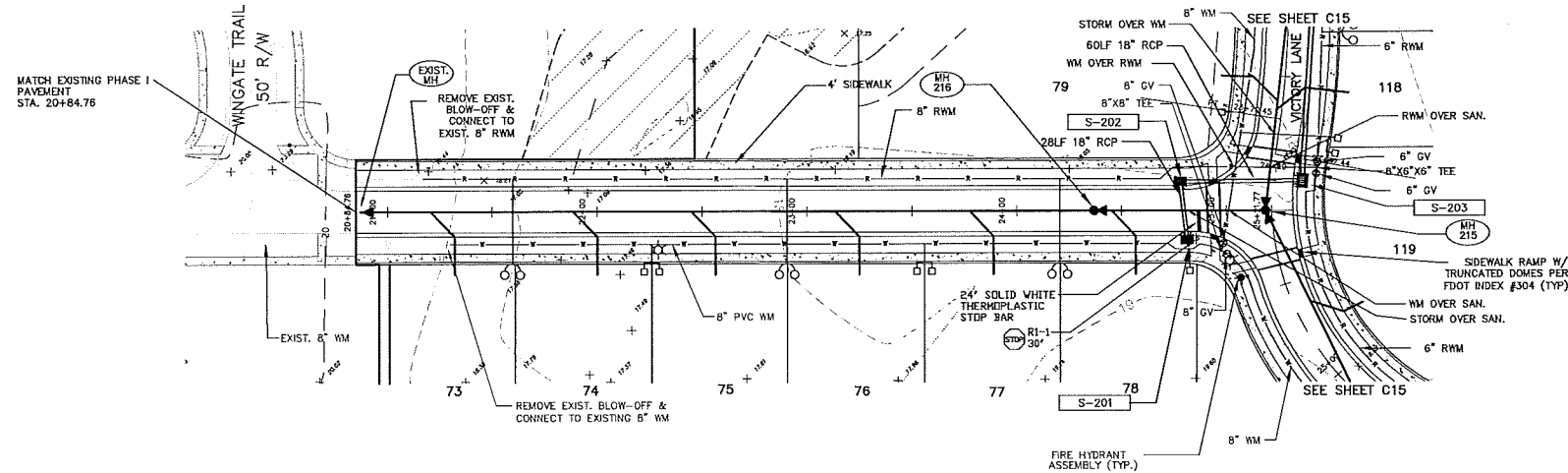


**THE PITTACLE PUD
PHASE 2
FINAL ENGINEERING PLANS
PLAN & PROFILE
VICTORY LANE**

YOLUSKA COUNTY, FLORIDA
CITY OF FORT ORANGE

ZEV COHEN & ASSOCIATES, INC. CIVIL ENGINEERS • LANDSCAPE ARCHITECTS PLANNERS • TRANSPORTATION • ENVIRONMENTAL WWW.ZEVCOHEN.COM PROJECT NO: 0161 ISSUE DATE: 8/18/05 DESIGNED BY: DMW	DRAFTED BY: KGH CHECKED BY: MDD/CJB CRAWFORD FILE: 0161/05/07 REVISED BY: DMW	FILE LOCATION 15-2 SHEET C16 OF 24
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NOT VALID WITHOUT EXEMPTED SEAL
SCALE: 1"=40' HOR.; 1"=4' VERT.
SHEET



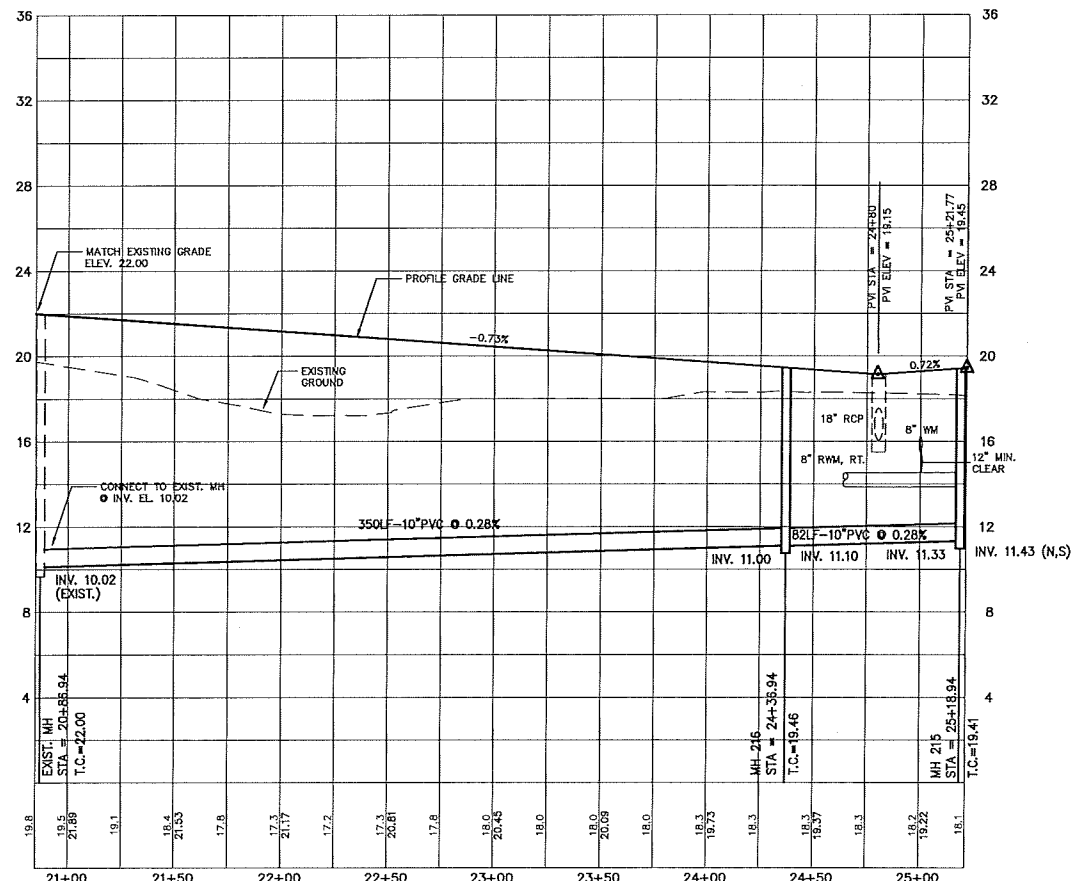
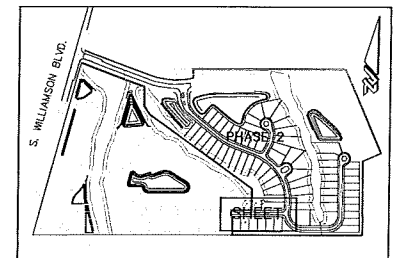
WINGATE TRAIL

- LEGEND:**
- PROPOSED STORM DRAIN W/INLET
 - PROPOSED METERED END SECTION
 - PROPOSED JUNCTION BOX W/STORM DRAIN
 - PROPOSED WATERMAIN
 - PROPOSED RECLAIMED WATERMAIN
 - PROPOSED FIRE HYDRANT ASSEMBLY
 - PROPOSED POTABLE WATER SERVICE
 - PROPOSED DOUBLE POTABLE WATER SERVICE
 - PROPOSED RECLAIMED WATER SERVICE
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 - PROPOSED SAN. SEWER W/PIPING
 - PROPOSED GATE VALVE
 - PROPOSED BLOW-OFF
 - STREET LIGHT LOCATION (TYPICAL)
 - PROPOSED GRADE
 - DIRECTION OF OVERLAND FLOW
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - WETLANDS LIMITS
 - PROPOSED STORMWATER STRUCTURE NUMBER
 - PROPOSED MANHOLE NUMBER

GENERAL NOTES:

- WHERE WATER AND SANITARY LINES CROSS WITH LESS THAN 18" OF VERTICAL CLEARANCE BETWEEN THE PIPES THE SANITARY SEWER LINE SHALL BE 20" CONCRETE ENCASED PVC, CENTERED AT THE POINT OF CROSSING.
 - A MINIMUM OF 6", PREFERABLY 10" HORIZONTAL SEPARATION BETWEEN THE OUTSIDE OF ANY WATERMAIN OR RECLAIMED WATER MAIN AND ANY SANITARY SEWER LINE. A MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER SHALL BE REDUCED TO 3" WHERE BOTTOM OF WATERMAIN IS LAID AT LEAST 6" ABOVE THE TOP OF SEWER LINE.
 - GATE VALVES TO BE BOLTED TO TEES WHENEVER POSSIBLE.
 - DRAWINGS ARE INTENDED TO COMPLY WITH CURRENT CITY STANDARD DETAILS. CITY STANDARDS SHALL APPLY SHOULD THERE BE A CONFLICT.
 - WHEN UTILITY CO. PEDESTALS ARE PLACED NEXT TO FIRE HYDRANTS OR FPL TRANSFORMER PADS, TO CABLE-VISION PEDESTALS ARE TO BE A MIN. OF 3" TO THE LEFT AND BELL SOUTH PEDESTALS ARE TO BE A MIN. OF 3" TO THE RIGHT LOOKING FROM THE STREET.
 - MINIMUM 3" COVER OVER WATERMAIN, FORCE MAIN AND RECLAIMED WATER MAIN, EXCEPT AT PIPE CROSSINGS. AT PIPE CROSSINGS, MINIMUM 2" COVER WITH RESTRAINED JOINTS. MINIMUM SPECIAL REQUIREMENTS. INSTALLED PER DIPRA STANDARDS.
 - DOUBLE SERVICES ARE TO BE A MAXIMUM OF 2' OFF OF LOT LINES. SINGLE SERVICES ARE TO BE A MAXIMUM OF 2' OFF LOT LINES.
 - ALL BLOW OFFS TO BE LOCATED APPROPRIATE TO SIDE LOT LINES.
 - NO WATER OR RECLAIMED SERVICES INSTALLED BETWEEN THE PROPOSED END LINE GATE VALVES AND BLOW-OFFS. COLOR AS NOTED.
 - ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
 - A MINIMUM VERTICAL SEPARATION FOR WATERMANS IS 6", PREFERABLY 12" ABOVE OR AT LEAST 12" BELOW THE OUTSIDE PIPELINE OF THE SANITARY SEWER. IT IS PREFERABLE FOR THE WATERMAIN TO LAY ABOVE THE SANITARY SEWER. FOR SAID CROSSING, ONE FULL LENGTH OF WATERMAIN 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. OR, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL RECLAIMED WATER MAIN JOINTS AND AT LEAST SIX FEET FROM ALL JOINTS IN SANITARY SEWER PIPELINES.
- NOTE: THE CURRENT PLANS INDICATE AN OPTIONAL LANDSCAPED ISLAND WITHIN THE CUL-DE-SAC'S TO BE CONSTRUCTED AT THE DEVELOPERS DISCRETION.

KEY MAP



**THE PINNACLE PUD
PHASE 2
FINAL ENGINEERING PLANS
PLAN & PROFILE
WINGATE TRAIL**

CITY OF PORT ORANGE
VOLusia COUNTY, FLORIDA

NO.	DATE	DESCRIPTION
1.	11/20/25	ISSUED FOR CITY COMMENTS DATED 10/20/25
2.	12/22/25	ISSUED FOR CITY COMMENTS DATED 12/22/25
3.	1/17/26	ISSUED FOR CITY COMMENTS DATED 1/17/26

BY	DATE	DESCRIPTION

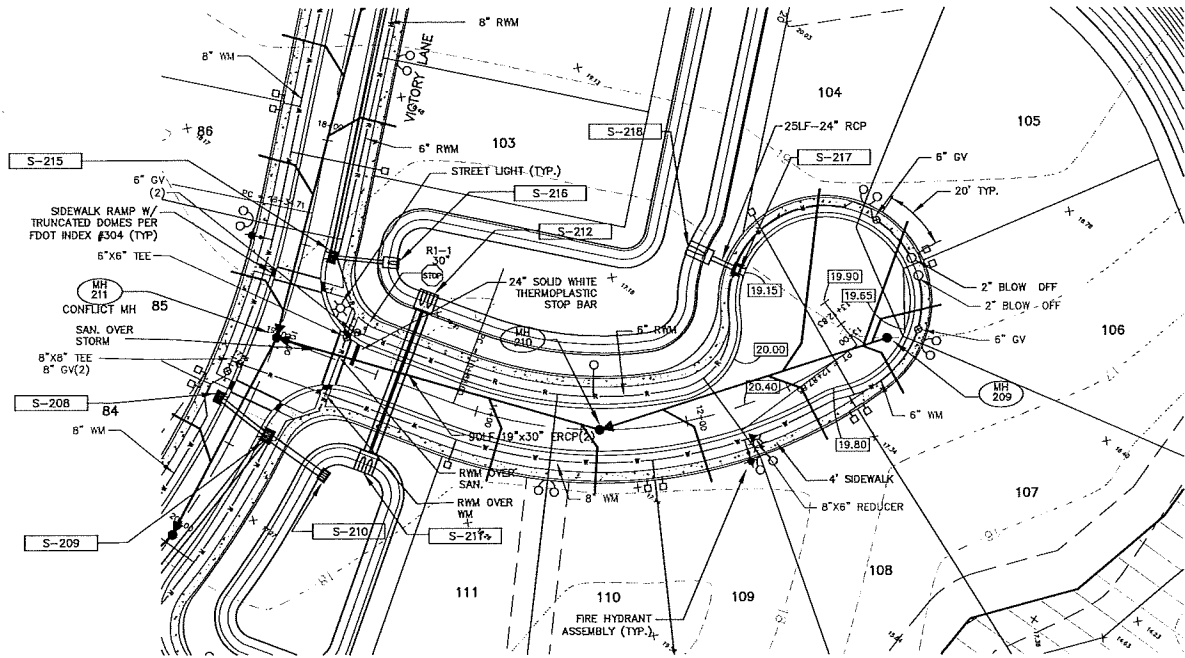
ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS
PLANNERS - TRANSPORTATION - ENVIRONMENTAL
1000 S. WILSON BLVD., SUITE 200
PORT ORANGE, FL 32127
(386) 877-2482 FAX (386) 877-2505
WWW.ZEVCOHEN.COM

ST. AUGUSTINE
4475 U.S. 1 S. STE #601 ST. AUGUSTINE, FL 32086
(904) 797-1810 FAX (904) 797-4159
AMELIA ISLAND
401 CENTRE STREET, STE 207 FERNANDINA, FL 32034
(904) 891-5439 FAX (904) 261-7879

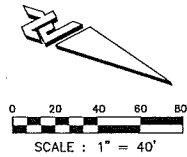
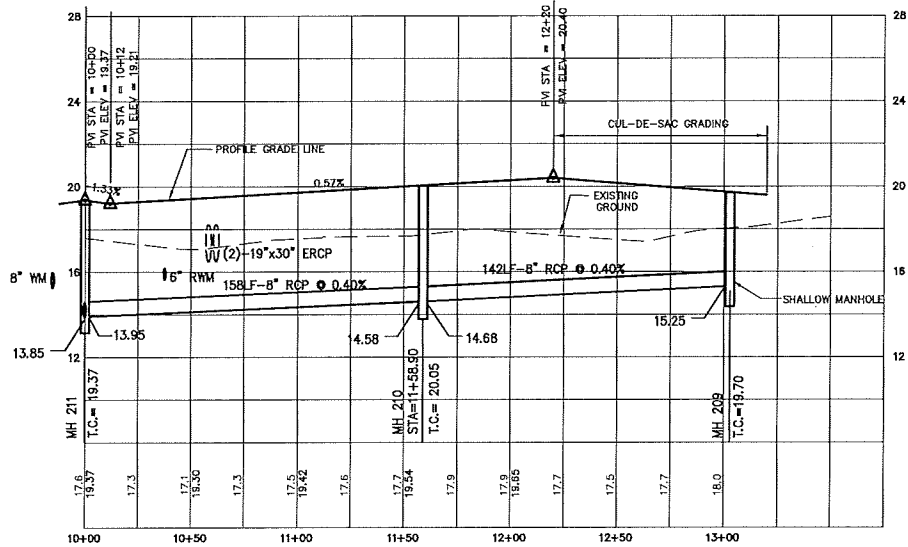
PROJECT NO.	ISSUE DATE	CHECKED BY	DESIGNED BY
01051	8/18/05	MAC/CRB	DMV

FILE LOCATION: 15-2

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SHEET **C17** OF 24



JUSTICE COURT- 50' R/W



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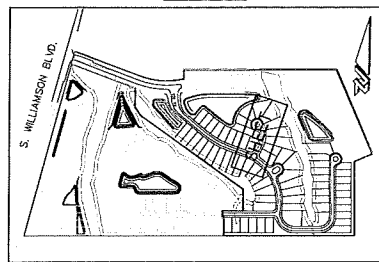
- PROPOSED STORM DRAIN W/INLET
- PROPOSED MITERED END SECTION
- PROPOSED JUNCTION BOX W/STORM DRAIN
- PROPOSED WATERMAIN
- PROPOSED RECLAIMED WATERMAIN
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- PROPOSED GRADE
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- PROPOSED CONTOUR
- WETLANDS LIMITS
- PROPOSED STORMWATER STRUCTURE NUMBER
- PROPOSED MANHOLE NUMBER

GENERAL NOTES:

- WHERE WATER AND SANITARY LINES CROSS WITH LESS THAN 18" OF VERTICAL CLEARANCE BETWEEN THE PIPES THE SANITARY SEWER LINE SHALL BE 20" CONCRETE ENCASED PVC, CENTERED AT THE POINT OF CROSSING.
- A MINIMUM OF 6', PREFERABLY 10' HORIZONTAL SEPERATION BETWEEN THE OUTSIDE OF ANY WATERMAIN OR RECLAIMED WATER MAIN AND ANY SANITARY SEWER LINE. A MINIMUM HORIZONTAL SEPERATION BETWEEN WATER MAINS AND SANITARY SEWER SHALL BE REDUCED TO 3' WHERE BOTTOM OF WATERMAIN IS LAID AT LEAST 6" ABOVE THE TOP OF SEWER LINE.
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- MINIMUM 3' COVER OVER WATERMAIN, FORCE MAIN AND RECLAIMED WATER MAIN, EXCEPT AT PIPE CROSSINGS. AT PIPE CROSSINGS, MINIMUM 2' COVER WITH RESTRAINED JOINTS UNDER SPECIAL CONDITIONS. INSTALLED PER DIPRA STANDARDS.
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- NO WATER OR RECLAIMED SERVICES INSTALLED BETWEEN THE PROPOSED END LINE GATE VALVES AND BLOW-OFF.
- ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC. COLOR AS NOTED.
- A MINIMUM VERTICAL SEPERATION FOR WATERMAINS IS 6", PREFERABLY 12" ABOVE OR AT LEAST 12" BELOW THE OUTSIDE PIPELINE OF THE SANITARY SEWER. IT IS PREFERABLE FOR THE WATERMAIN TO LAY ABOVE THE SANITARY SEWER. FOR SAID CROSSING, ONE FULL LENGTH OF WATERMAIN 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. OR, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL RECLAIMED WATER MAIN JOINTS AND AT LEAST SIX FEET FROM ALL JOINTS IN SANITARY SEWER PIPELINES.

NOTE: THE CURRENT PLANS INDICATE AN OPTIONAL LANDSCAPED ISLAND WITHIN THE CUL-DE-SAC'S TO BE CONSTRUCTED AT THE DEVELOPERS DISCRETION.

KEY MAP



OSMOND BEACH
58 3810N PALM OSMOND BEACH, FL 32178
(386) 877-5462 FAX (386) 877-2505

ST. AUGUSTINE
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AMELIA ISLAND
401 CENTRE ST. STE 307 FERNANDINA BEACH, FL 32034
(904) 891-5438 FAX (904) 281-7879

NO.	DATE	DESCRIPTION
1.	11/19/2010	ISSUED FOR CITY COMMISSION DATE 10/19/2010
2.	1/17/2011	ISSUED FOR CITY COMMISSION DATE 1/17/2011
3.	1/17/2011	ISSUED FOR CITY COMMISSION DATE 1/17/2011

REVISIONS:

THE PINNACLE PUD
PHASE 2
FINAL ENGINEERING PLANS
PLAN & PROFILE
JUSTICE COURT

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

ZEV COHEN
& ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
(FL 04543) (FL 04543)
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
ENGINEERS

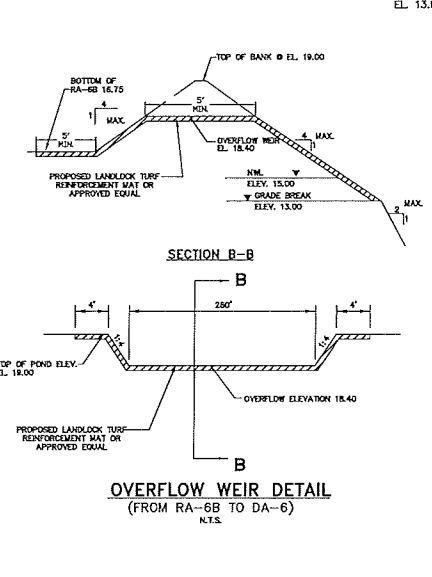
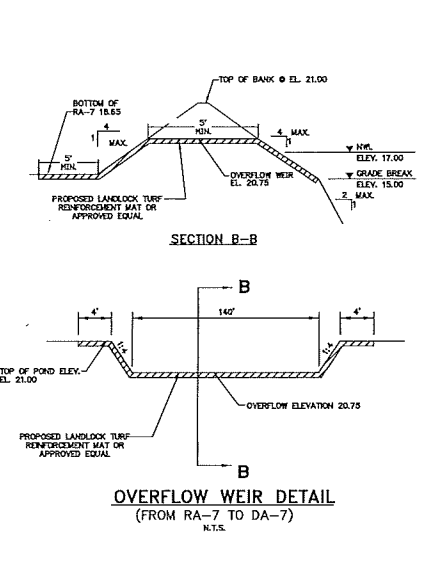
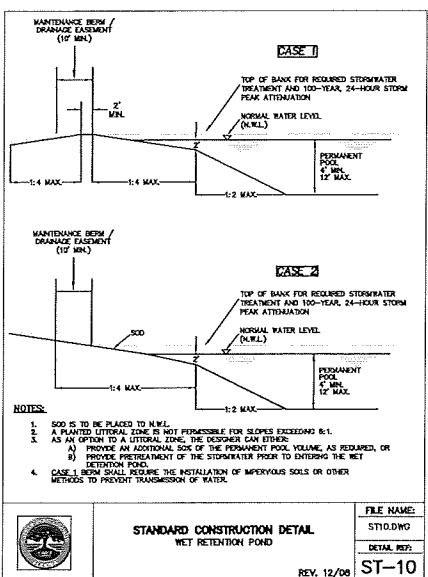
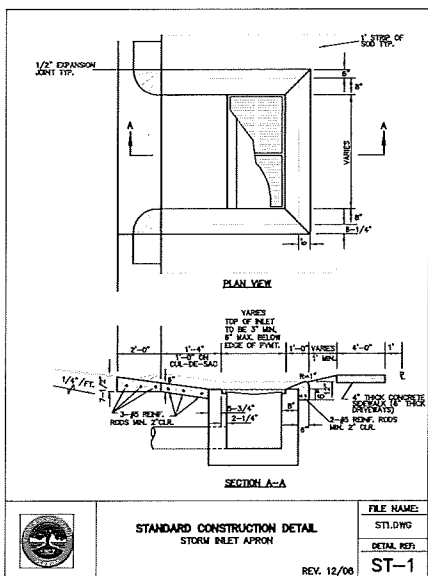
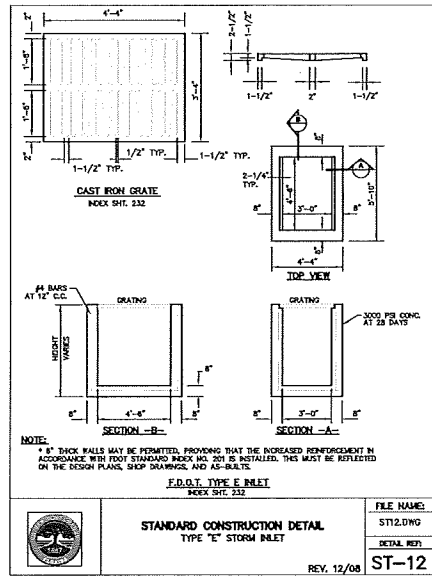
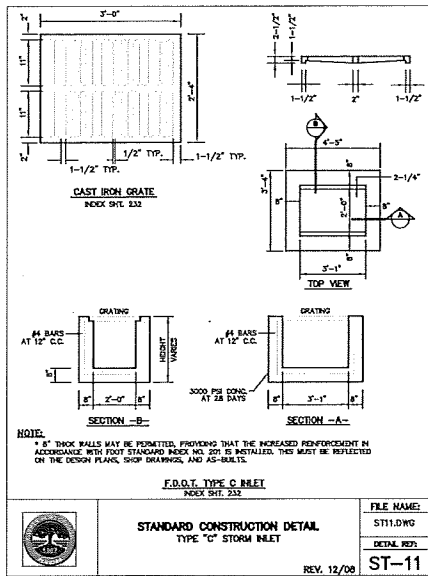
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ISSUE DATE: 01/18/05
DESIGNED BY: DMW

DRAWN BY: TB
CHECKED BY: MD/CBS
DRAWING FILE: 01051P02P01
PLOT FILE: 01051P02P01

FILE LOCATION 15-2

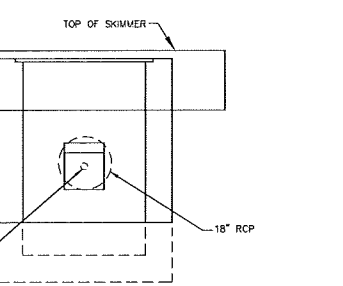
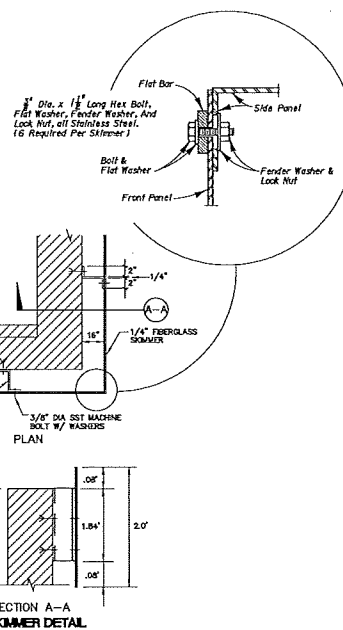
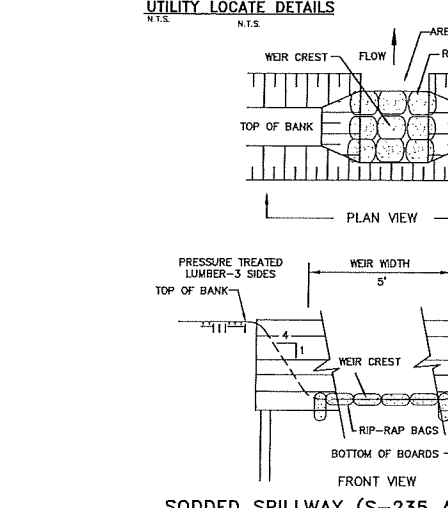
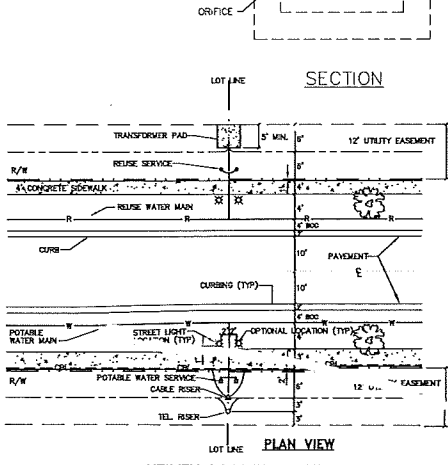
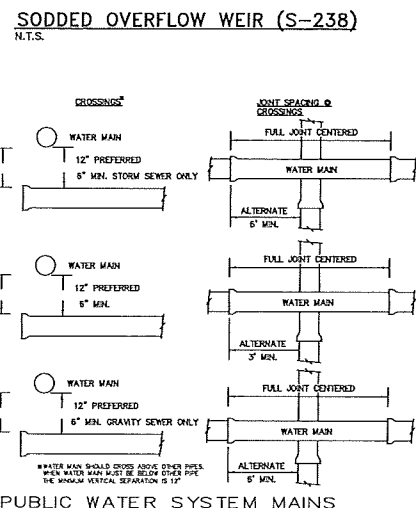
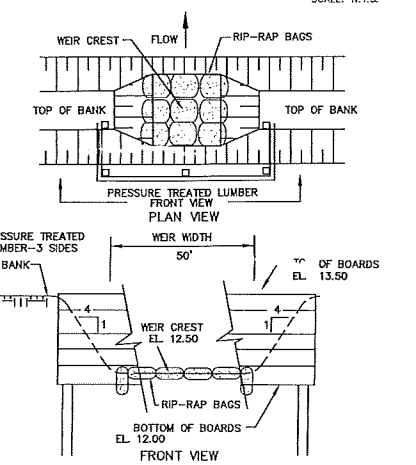
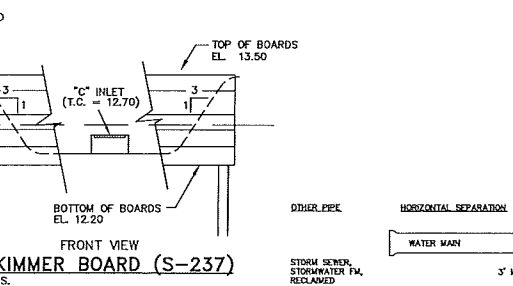
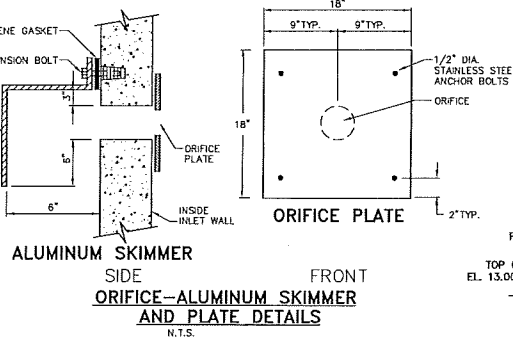
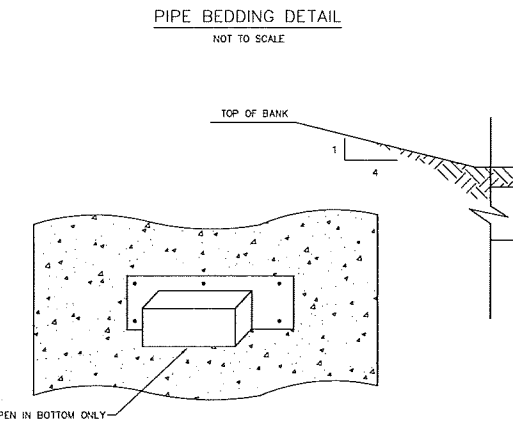
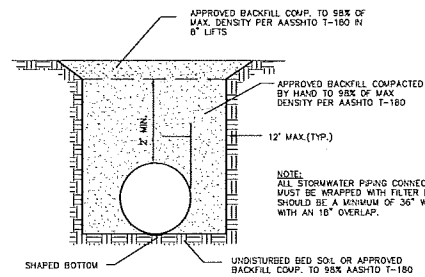
SCALE: 1"=40' HOR.; 1"=4' VERT.

SHEET C18 OF 24



STRUCTURE	F.O.T. TYPE	TOP OF CASTING EL.	TOP OF SKIMMER EL.	PIPE SIZE	RPE INV. EL.	N.W.L. EL.	BOTTOM OF BOARDS EL.	ORFICE INV.	ORFICE DIAMETER	NO. OF IDENTICAL ORFICES	LOCATION	STRUCTURE
D.C.S. #6	"C" INLET	18.25	18.75	18" RCP	14.50	15.00	17.75	15.0	3.50"	1	PHASE 2 RA#6	S-220
D.C.S. #7	"C" INLET	20.75	21.25	18" RCP	16.50	17.00	20.25	17.00	2.75"	1	PHASE 2 RA#7	S-222

DRAINAGE CONTROL STRUCTURES



THE PINNACLE PUD

PHASE 2

FINAL ENGINEERING PLANS

CONSTRUCTION DETAILS

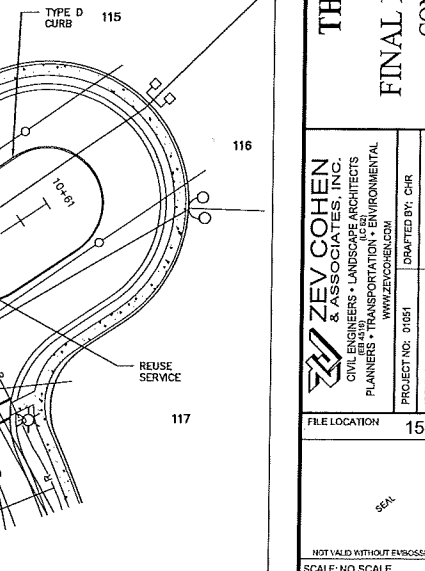
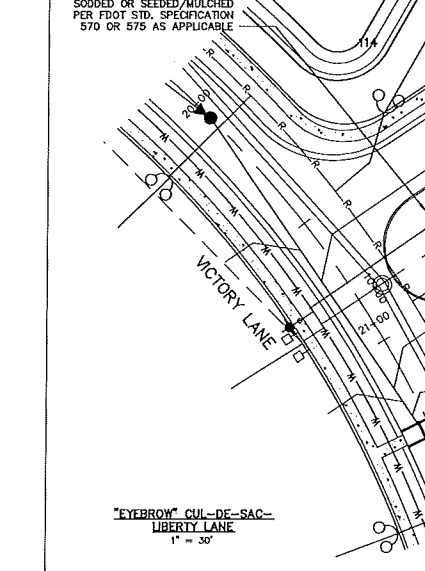
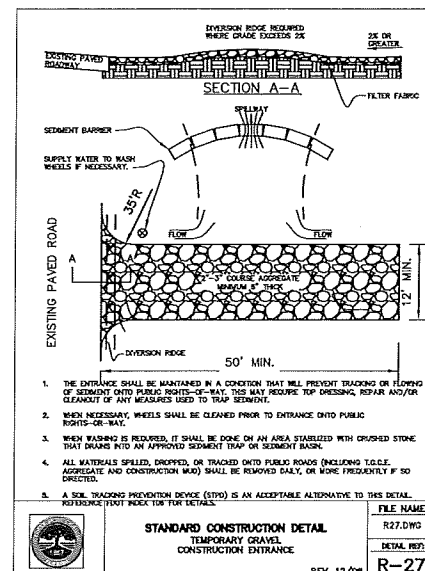
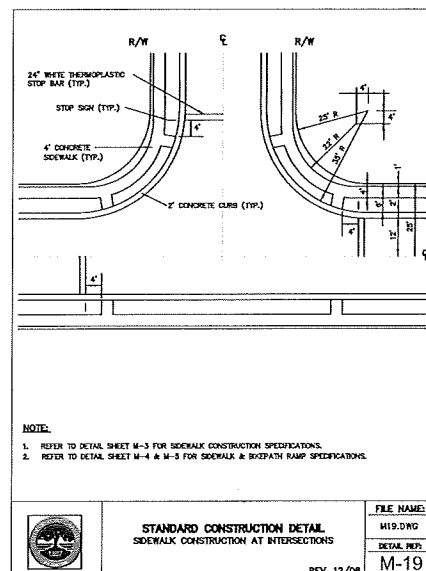
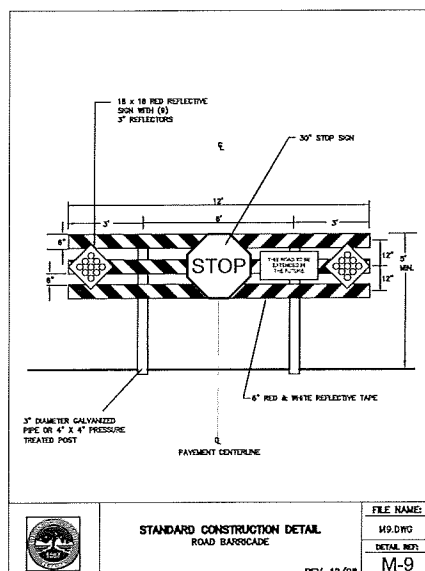
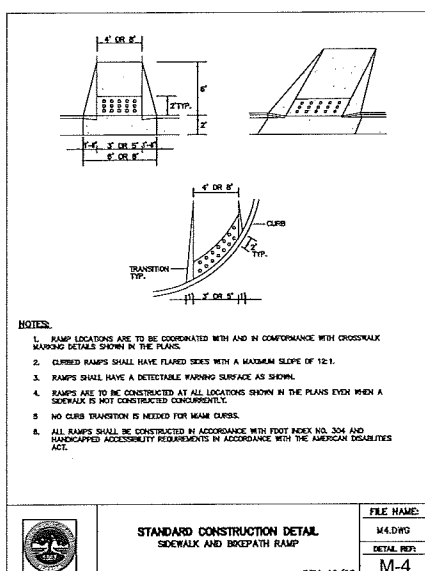
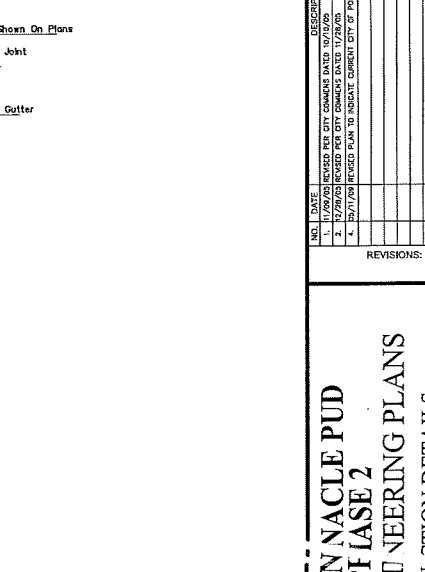
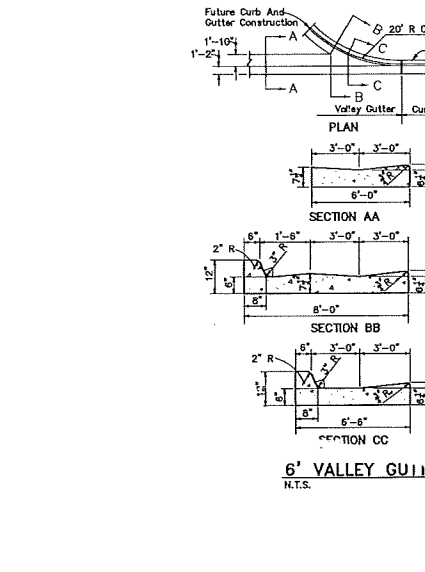
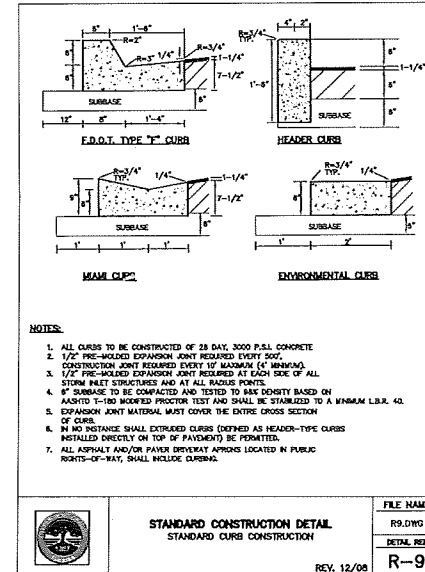
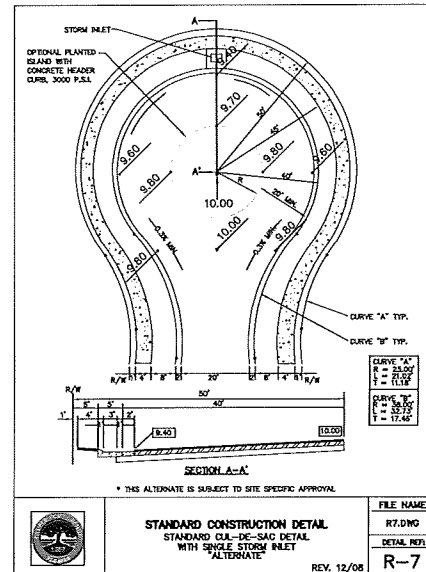
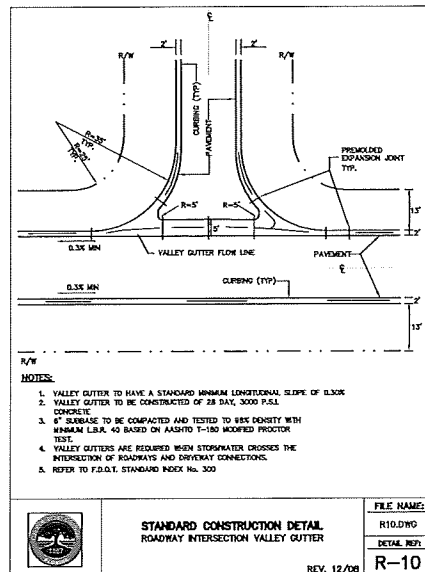
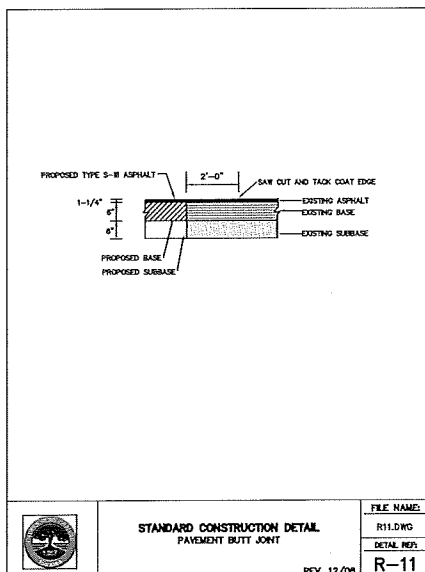
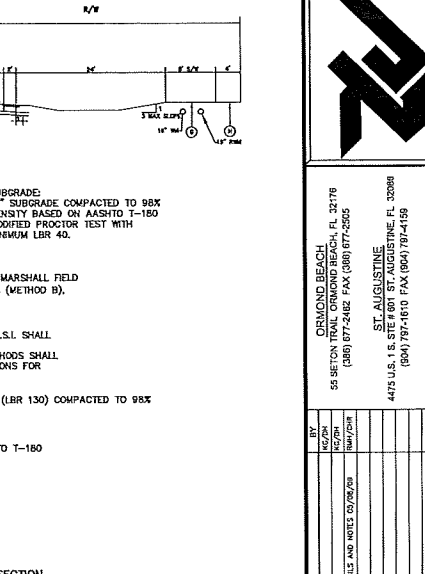
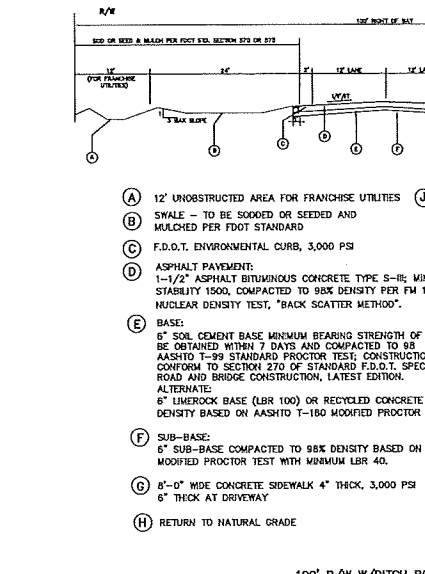
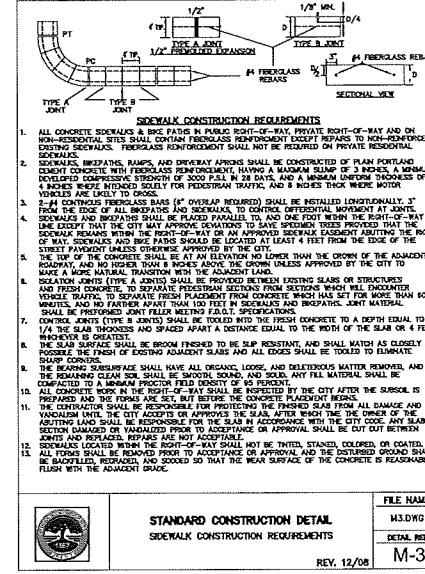
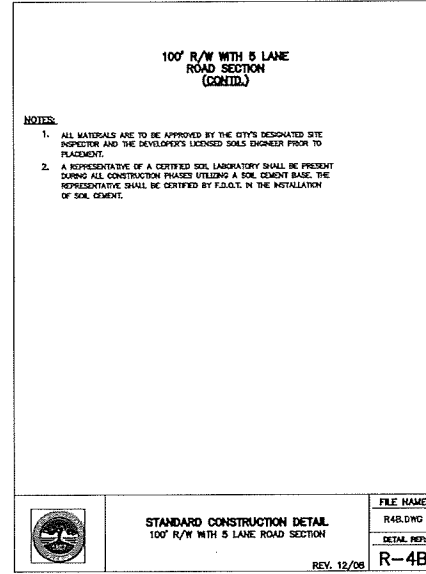
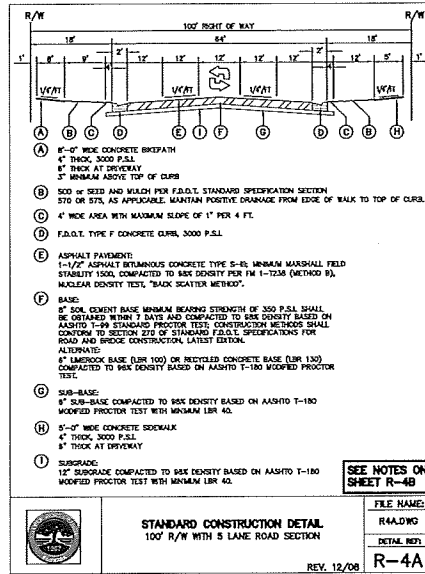
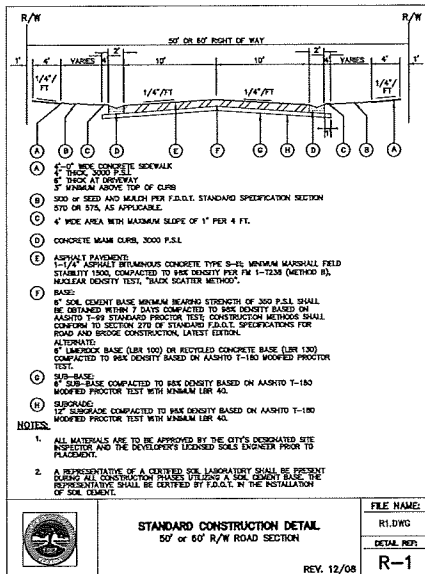
ZEVE COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION ENVIRONMENTAL
WWW.ZEVECOHEN.COM

PROJECT NO: 03051
ISSUE DATE: 01/05
DESIGNED BY: DAW

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(904) 751-1010 FAX (904) 751-1153

AMELIA ISLAND
401 CENTRE ST. STE 607 FERNANDINA, FL 32034
(904) 491-5436 FAX (904) 261-7879

NOT VALID WITHOUT EMBOSSED SEAL
SCALE: NO SCALE
SHEET **C19** OF 24



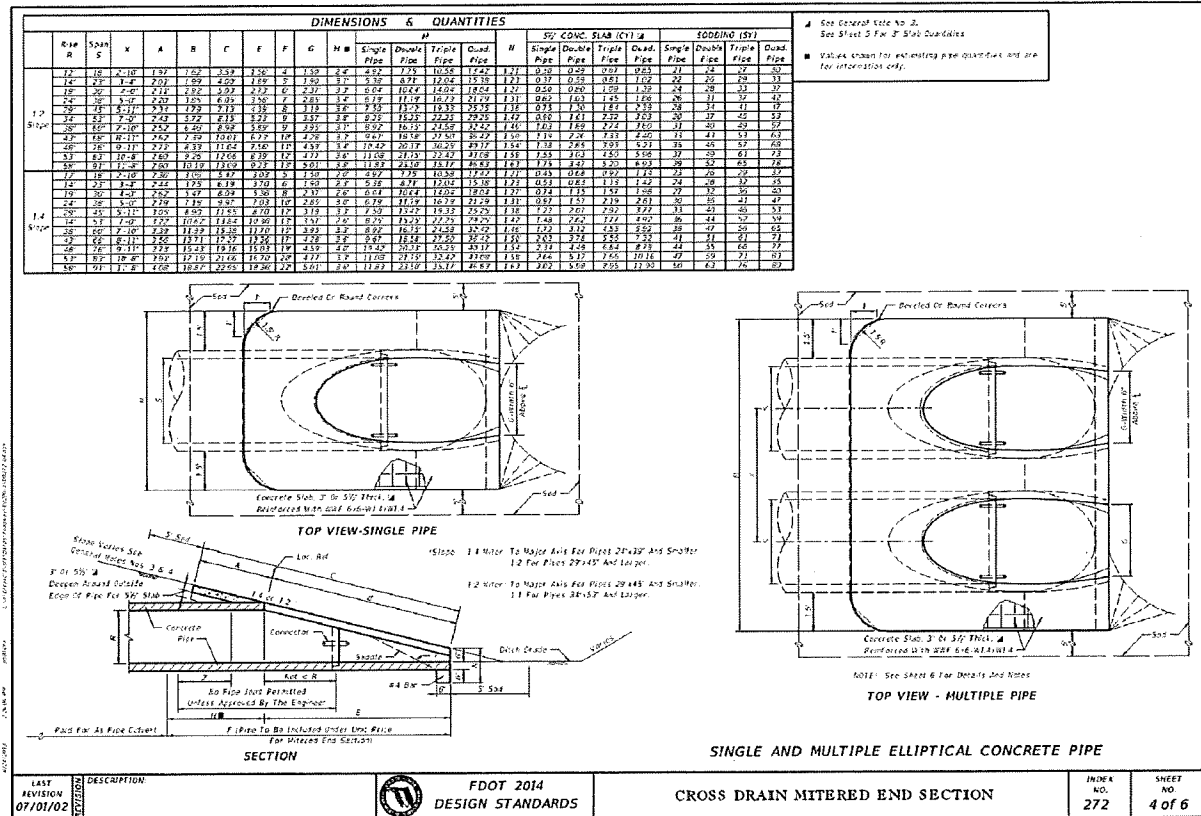
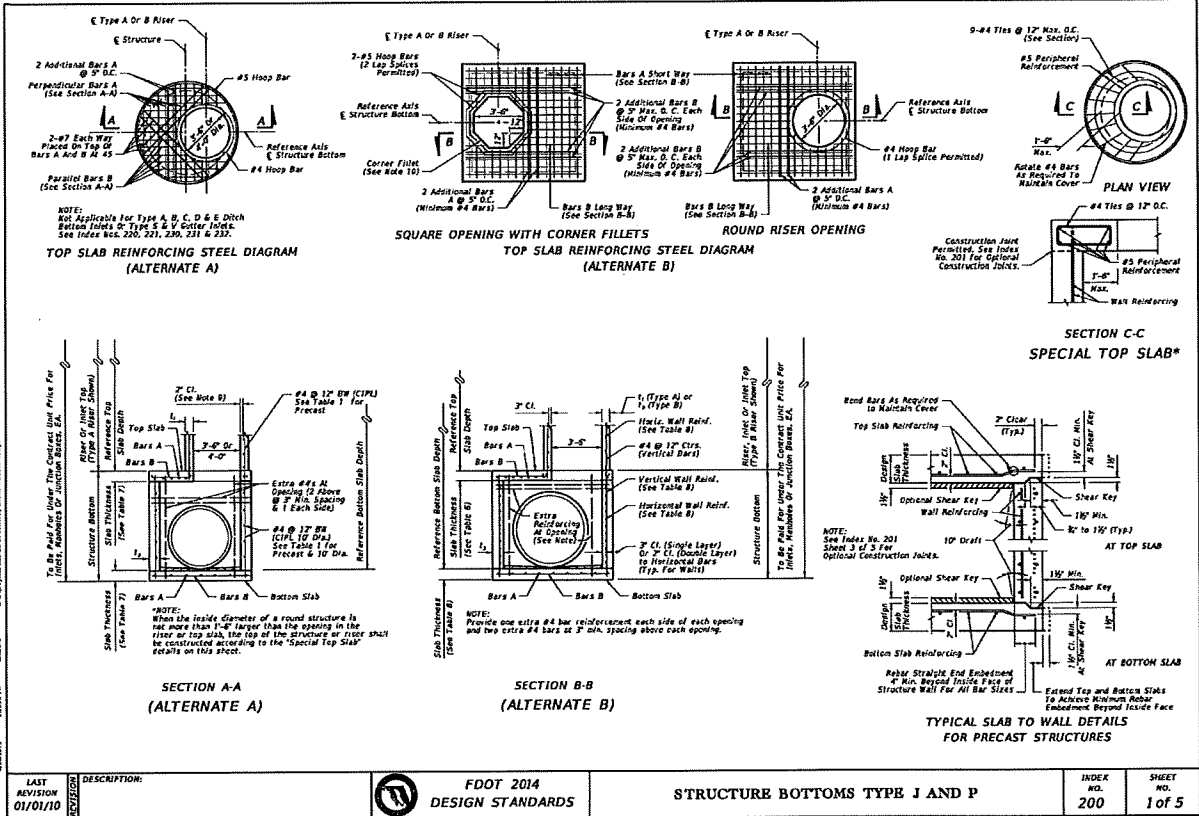
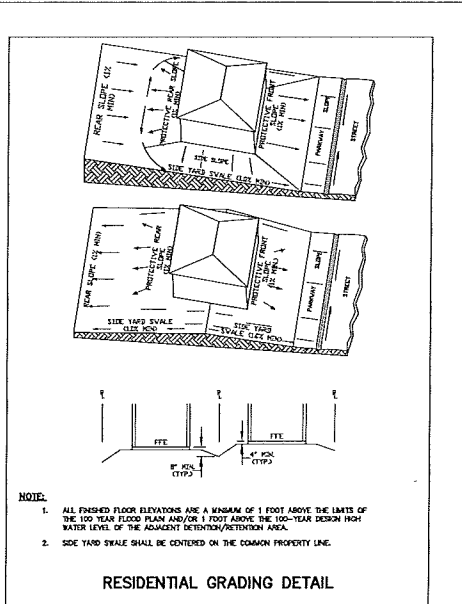
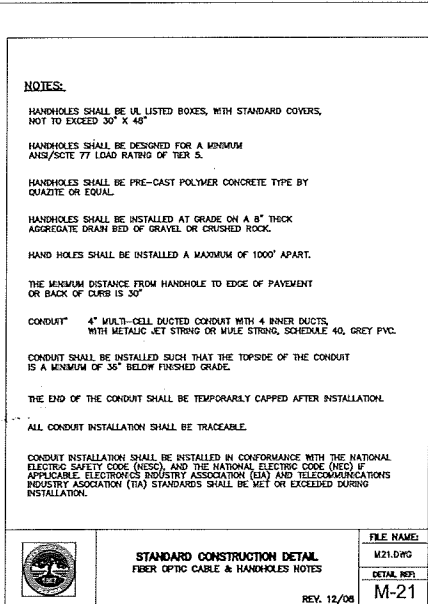
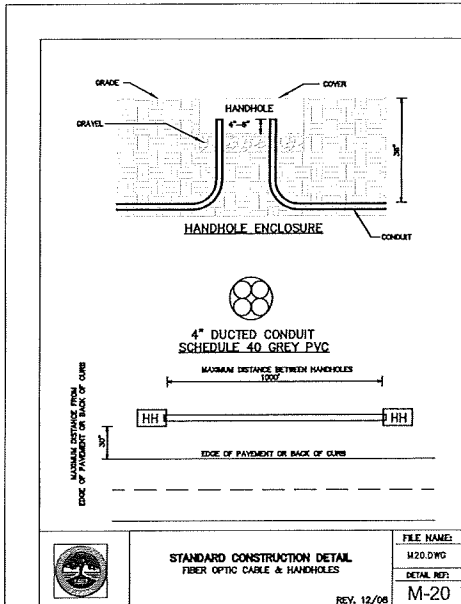
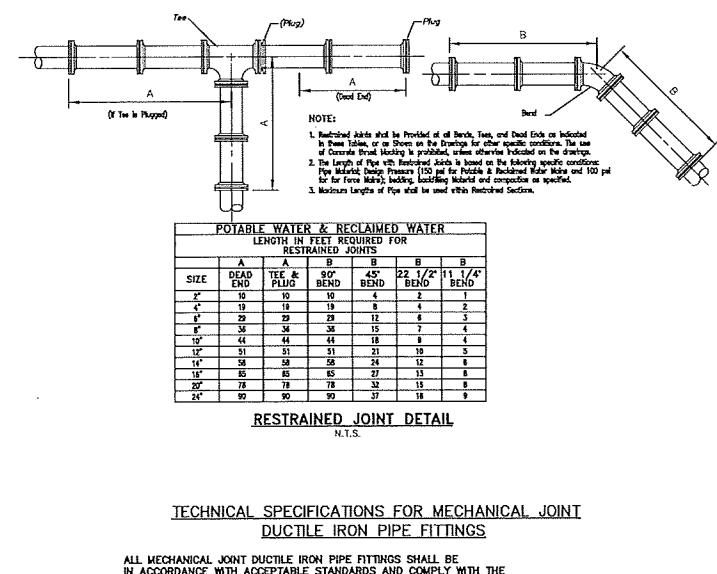
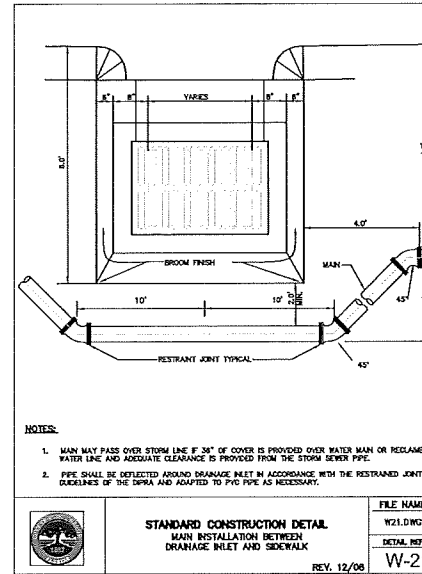
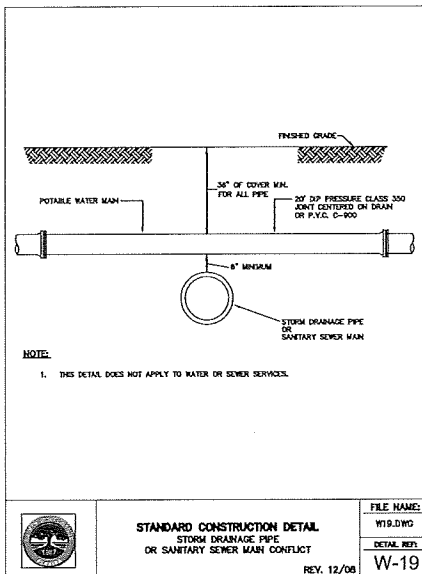


Table with 4 columns: Riser, Span, Single Pipe, Double Pipe, Triple Pipe, Quad Pipe. Includes text: ELLIPTICAL CONCRETE.



THE PINNACLE PUD PHASE 2 FINAL ENGINEERING PLANS CONSTRUCTION DETAILS. Includes project information, revision table, and contact details for ZEV COHEN & ASSOCIATES, INC.



RESTRAINED JOINT DETAIL
N.T.S.

TECHNICAL SPECIFICATIONS FOR MECHANICAL JOINT DUCTILE IRON PIPE FITTINGS

ALL MECHANICAL JOINT DUCTILE IRON PIPE FITTINGS SHALL BE
IN ACCORDANCE WITH ACCEPTABLE STANDARDS AND COMPLY WITH THE
FOLLOWING SPECIFICATIONS:

MATERIAL:

A.S.T.M. A536 MINIMUM GRADE 70-50-5 IN ACCORDANCE WITH A.W.W.A. C153 (A.N.S.I. A21.53)

PRESSURE:
CLASS 350 IN ACCORDANCE WITH A.W.W.A. C153 (A.H.S.I. A21.53) 350 PSI WATER WORKING

TESTING:
IN ACCORDANCE WITH A.W.W.A. C153 (ANSI A21.53). THREE TIMES WATER WORKING PRESSURE (350 PSI). BODY CAPABLE OF WITHSTANDING HYDROSTATIC TEST OF 1050 PSI.

FLOW:
I.D. EQUAL TO I.D. OF CLASS 50/51 DUCTILE IRON PIPE, THUS ALLOWING THE FULL FLOW
FEATURE.

LAYING LENGTH:
SHORT BODY (COMPACT)

CEMENT LINING:
IN ACCORDANCE WITH A.W.W.A. C104 (A.N.S.I. A21.4)

MECHANICAL JOINTS:
IN ACCORDANCE WITH A.N.S.I./A.W.W.A. C111/A21.11

GASKETS:
SBR IN ACCORDANCE WITH A.W.W.A. C111 A.N.S.I. A21.11

BOLTS:
COR-TEN IN ACCORDANCE WITH A.W.W.A. C111 (A.N.S.I. A21.11)

ACCEPTABLE MANUFACTURERS:
TYLER, CLOW, GRIFFIN, U.S. PIPE, UNION FOUNDRY, AMERICAN CAST IRON
OR APPROVED EQUAL

DEP SANITARY CONSTRUCTION NOTES:

1. A BENCH IS TO BE PROVIDED ON EACH SIDE OF THE MANHOLE CHANNEL WHEN THE PIPE DIAMETER(S) ARE LESS THAN THE MANHOLE DIAMETER AND THAT NO LATERAL SEWER, SERVICE CONNECTION, OR DROP MANHOLE DISCHARGES ONTO THE SURFACE OF THE BENCH. BENCHES CAN BE FACTORY OR FIELD FORMED WITH SODIUM POLYMER CONCRETE GEMENT MIX DESIGN. BENCHES TO BE SLOPED 0.4% MINIMUM TO DRAIN INTO THE CHANNEL.
2. DEFLECTION TESTS ARE REQUIRED FOR ALL FLEXIBLE PIPE. TESTING IS REQUIRED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AND AFTER 14 DAYS TO ALLOW FOR INITIAL STABILIZATION OF THE SYSTEM. DEFLECTION SHALL BE LESS THAN DETECTION OF 5.0%. THE TESTING REQUIREMENTS SHALL USE A RIGID BALL OR MANHOLE FOR THE DEFLECTION TEST WITH A DIAMETER NOT LESS THAN 95% OF THE BASE INSIDE DIAMETER OR AVERAGE INSIDE DIAMETER OF THE PIPE, DEPENDING ON WHICH IS SPECIFIED IN ASTM SPECIFICATIONS INCLUDING THE LENGTH, TO WHICH THE PIPE IS TO BE TESTED.
3. LEAKAGE TESTS SHOULD BE PERFORMED TO THE LATEST AWWA STANDARDS FOR THE PIPE MATERIAL SPECIFIED. THE LEAKAGE EXFILTRATION OR INFILTRATION SHALL NOT EXCEED (AT A MAXIMUM) 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY OR LOCAL AGENCY CRITERIA FOR ANY SECTION OF THE SYSTEM. THE EXFILTRATION OR INFILTRATION TESTS SHALL BE PERFORMED WITH A MINIMUM POSITIVE HEAD OF TWO FEET.
4. AIR TESTS, AS A MINIMUM, SHALL CONFORM TO THE TEST PROCEDURE DESCRIBED IN ASTM - C924 FOR CONCRETE, ASTM F-1417 FOR PLASTIC PIPE AND FOR OTHER MATERIALS APPROPRIATE TEST PROCEDURES.
5. SANITARY SEWER MANHOLES ARE TO BE INSPECTED FOR DAMAGE AND TO PERFORM HYDRAULIC TESTING IN ACCORDANCE WITH ASTM C 969.

FDEP SEPARATION NOTES

NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS. THE MINIMUM HORIZONTAL SEPARATION SHALL BE MAINTAINED THROUGHOUT THE ENTIRE LENGTH OF THE WATER MAIN. THE MINIMUM HORIZONTAL SEPARATION REGULATED UNDER PART III OF CHAPTER 52-610, F.A.C., THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO FOUR FEET IF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE WATER MAIN OR 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 ABOVE THE TOP OF THE SANITARY SEWER OR 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 GRAVITY-TYPE SANITARY SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER OR SIX INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

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

24"x24" SQUARE BY 8" CAST-IN-PLACE CONG. COLLAR WITH 4 RE-BAR RODS AT 18" SPC.

4" EXCESS WIRE

1" PLATE

2" MAX.

3/8" SET-SCREW

ADJUSTABLE CAST IRON VALVE BOX COVER AND HINGED LID

WRENCH NUT 5/8" O.D. COATED-GLASS BLUE

5/8" O.D. 10" PL. SLEEVE WITH 1/2" BUSH VALVE BOX CHAIN

12" O.D. 1/2" (MIN.) PRECAST BLOCK OR MASONRY

1/2" THICK SET STEM

CONTINUOUS NO. 10 COLD-ROLLED TRACER WIRE COLOR CODED BLUE

PRESSURE MAIN

RESTRAINED JOINTS REQUIRED AT ALL VALVE LOCATIONS

APPROX. 600' & 515' DUCTILE IRON BODIED TIGHT COATED RESIDENTIAL DUCTILE GATE VALVE WITH 2" OPERATING W/AVE.

NOTE.

1. BOLT VALVES TO TREE OR CROSS MEMBER AND WHENEVER APPLICABLE.
2. A CONTINUOUS TRACER WIRE TO BE COLOR CODED "BLUE" FOR WATER LINES ON TOP IN TRENCH
3. GATE VALVE BODIES SHALL BE COMPLETELY ENCASEMENTED WITH EPOXY BONDING.
4. ALL CUTTING HAZ. MAT. BOLTS AND HARDWARES EXCEPT MECHANICAL BOLTS SUCH AS ("T" BOLTS) SHALL BE MIN. 316 STAINLESS STEEL GRADE.

STANDARD CONSTRUCTION DETAIL

POTABLE WATER

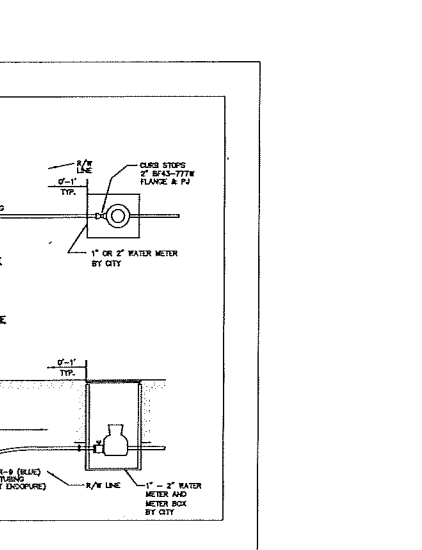
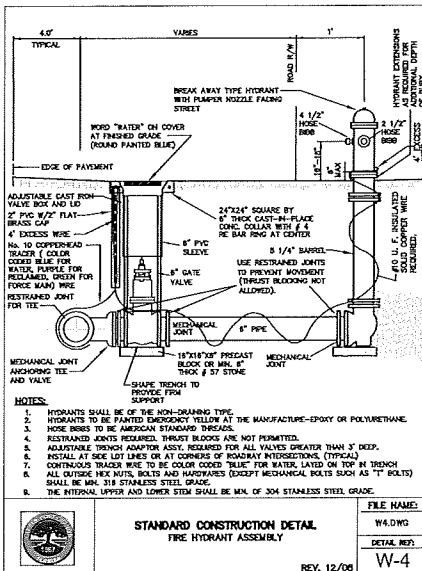
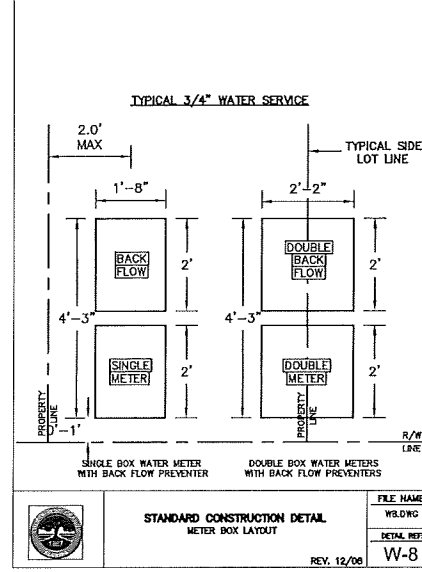
VALVE AND VALVE BOX

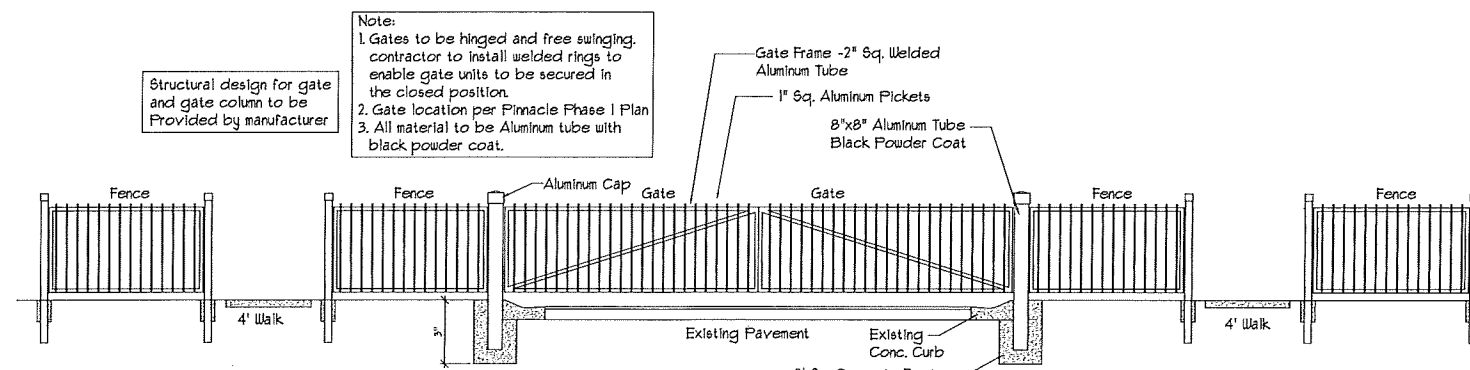
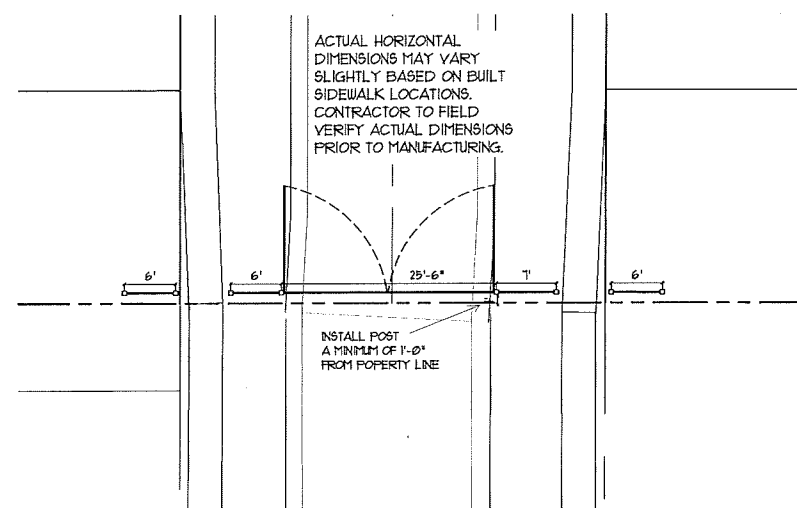
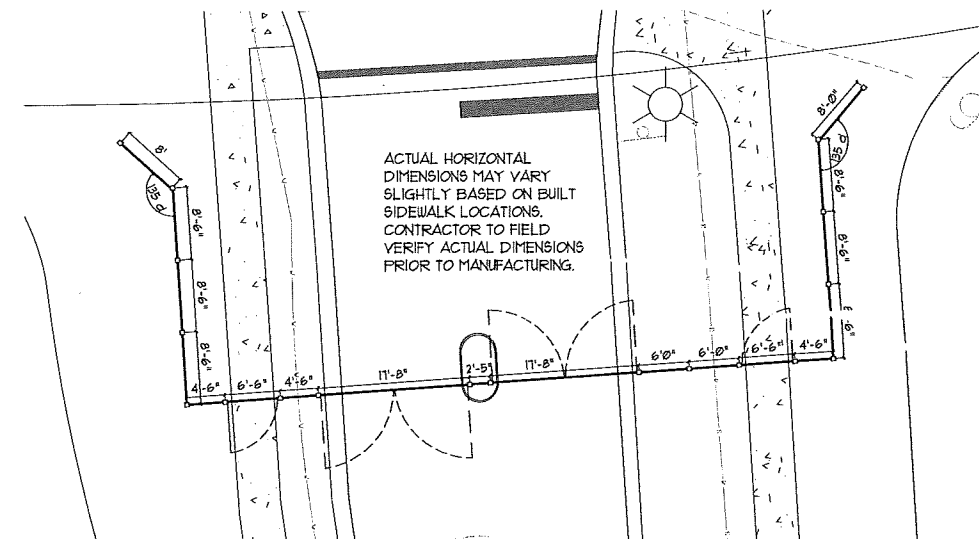
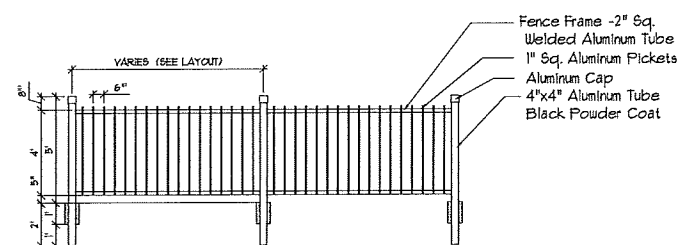
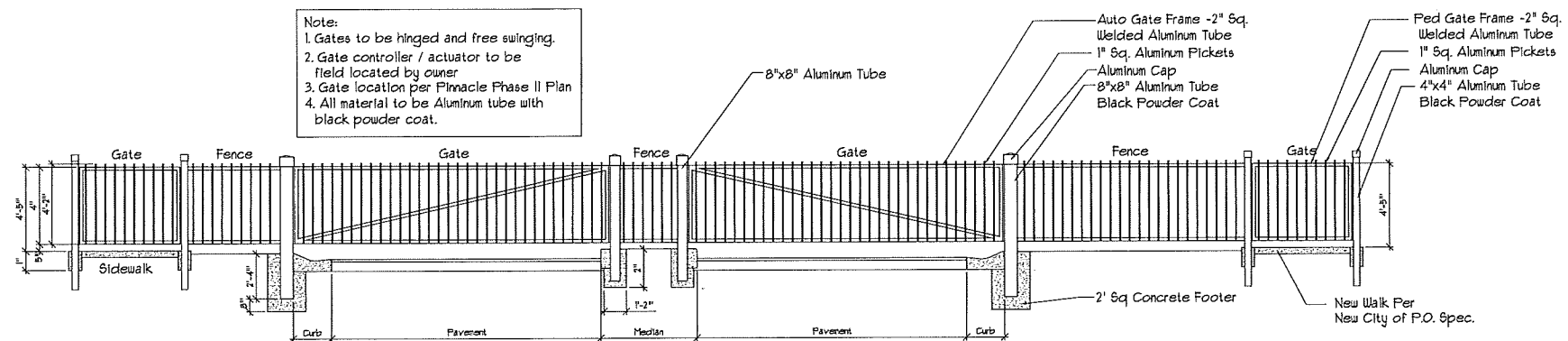
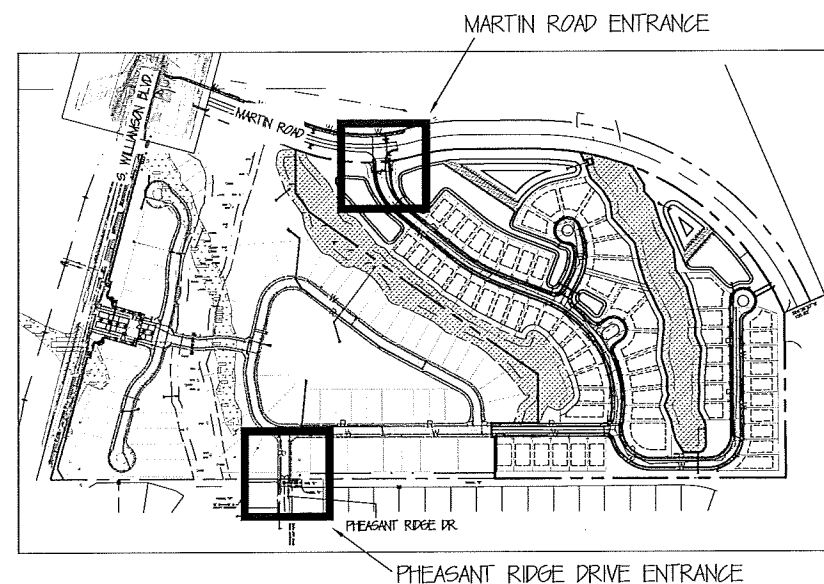
(4" - 18" VALVE SIZES)

REV. 12/06

FILE NAME: W510.DWG

DETAIL NO.: W-5





DESIGN INTENT DRAWINGS ONLY
CONTRACTOR TO SUBMIT SHOP
DRAWINGS FOR CONSTRUCTION PERMITS

PLANT LIST

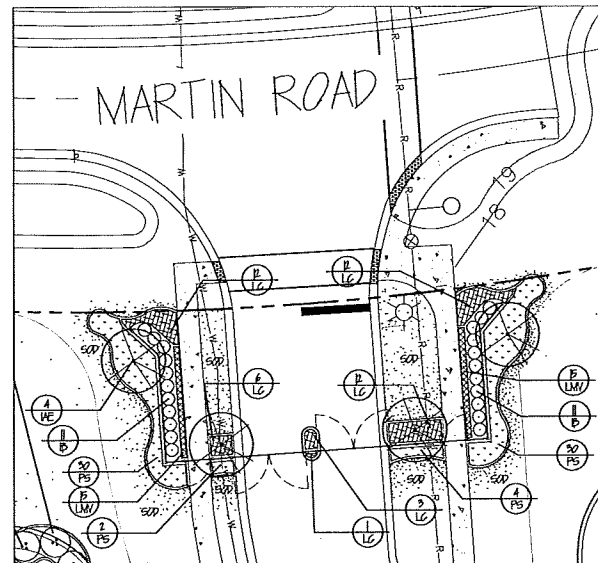
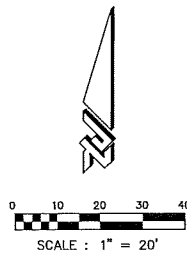
SYMB.	QTY	SPECIES	COMMON NAME	SIZE & SPACING
IAE	6	ILEX ATTENUATA 'EAST PALATKA'	EAST PALATKA HALLY	25 GAL., 2 1/2" CAL., 12' HT.
IB	22	ILEX PURFORDII 'GLOVE'	DWARF PURFORDII HALLY	3 GAL., 15"-24" X 15"-24", 3' OC.
LC	46	LANTANA CAMARA 'GOLD MOUND'	YELLOW LANTANA	1 GAL., 12" SPRD., FULL, 15" OC.
LI	32	LASERSTROEMIA INDICA 'CHOCOTAY'	PINK GRAPE MYRTLE	25 GAL., 2 1/2" CAL., 8' HT., 45" SPRD.
LMV	30	LIRIOPE MUSCARI VARIEGATA	VAREGATED LIRIOPE	1 GAL., 10" HT. X 10" SPRD., FULL, 15" OC.
MC	15	MYRTICA CERIFERA	WAX MYRTLE	15 GAL., 6" HT X 6" SPRD., 2 1/2" CAL., 3' CT.
PS	34	PENNISETUM SETACEUM	FOUNTAIN GRASS	3 GAL., 24" HT. X 15"-24" SPRD., FULL, 30" OC.
QV	26	QUERCUS VIRGINIANA	LIVE OAK	15 GAL., 1 1/2" CAL., 5' HT., 44" SPRD.
SP	680	SPARTINA BAKERI	SAND CORDERASS	1 GAL., 15"-24" HT. X 12" SPRD., FULL, 30" OC.
TD	35	TAXODIUM DISTICHUM	DALY CYPRESS	25 GAL., 2 1/2" CAL., 9' HT., 44" SPRD.
VS	363	VIBURNUM SUSPENSUM	SANDANKIVA VIBURNUM	3 GAL., 15"-24" X 15"-24", 3' OC.
ZF	154	ZAMIA FLORIDANA	COGATIE	3 GAL., 12"-15" HT. X 12"-15" SPRD., 30" OC.

GENERAL NOTES

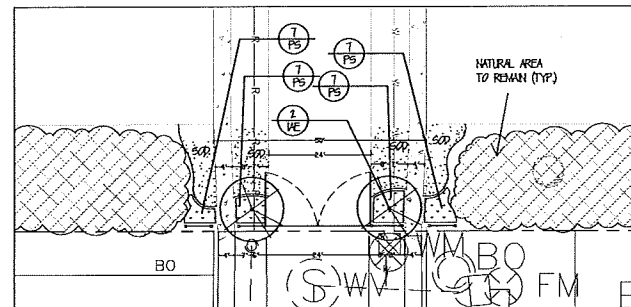
- ALL PLANT MATERIAL SHALL BE FLORIDA NO. 1 OR BETTER AS OUTLINED IN "FLORIDA GRADES AND STANDARDS FOR NURSERY PLANT MATERIAL".
- ALL PLANTING BEDS SHALL BE TOP DRESSED WITH 3" SHREDDED CYPRESS BARK MULCH, GRADE "B" OR BETTER.
- ALL TREES NOT IN BEDS SHALL HAVE A 5' DIAMETER MULCH RING.
- SOD SHALL BE ST. AUGUSTINE FLORITAN UNLESS OTHERWISE SPECIFIED ON THE PLANS AS ARGENTINE PAMPA.
- IN THE EVENT OF A VARIATION BETWEEN THE PLANT LISTS AND THE ACTUAL QUANTITY OF PLANTS SHOWN ON THE PLANS, THE PLANS SHALL CONTROL.
- NO SUBSTITUTIONS WILL BE PERMITTED WITHOUT APPROVAL FROM THE LANDSCAPE ARCHITECT.
- IF GALLONAGE FOR PLANTS OR TREES IS SHOWN THEY SHALL BE CONTAINER GROWN AND THE SIZE SHOWN SHALL REPRESENT THE MINIMUM ALLOWABLE GALLONAGE ACCEPTED.
- IN ALL CASES THE PLANT SPECIFIED SIZE SHALL GOVERN OVER THE GALLONAGE INDICATED.
- IF PROPOSED PLANTINGS SHOWN ON PLAN INTERFERE WITH EXISTING LANDSCAPING, THE EXISTING LANDSCAPING IS TO BE REMOVED IN FAVOR OF THE NEW PLANTINGS.
- CONTRACTOR SHALL VERIFY THAT SOIL CONDITIONS ARE SUITABLE TO THE PLANT SPECIES SPECIFIED. IF SOIL CONDITIONS ARE DEEMED UNSUITABLE FOR PROPER PLANT HEALTH, CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND PROPER SUBSTITUTIONS SHALL BE MADE BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- IF PRESENT, THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ANY WEEDS FROM PLANTING AREAS PRIOR TO THE INSTALLATION OF PROPOSED PLANT MATERIAL AND MULCH COVER. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP BEDS FREE OF WEEDS UNTIL TIME OF FINAL JOB ACCEPTANCE.
- IF PRESENT, THE CONTRACTOR SHALL REMOVE LINE ROCK, CONCRETE AND OTHER DELETERIOUS DEBRIS FROM PLANTING BEDS. IF DEBRIS IS INTEGRATED IN THE SOIL, THE SOIL MUST BE EXCAVATED AND REPLACED WITH ACCEPTABLE SOIL.
- FINE GRADE ALL AREAS TO BE PLANTED AND SODDED IN ORDER TO ELIMINATE BUMPS AND DEPRESSIONS. PRIOR TO PLANTING OR SODDING, OBTAIN APPROVAL OF THE GRADING FROM THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND REGRADING WASHOUT AREAS CAUSED BY EROSION UNTIL FINAL ACCEPTANCE OF THE PROJECT.
- ALL TREES, SHRUBS AND GROUND COVERS ARE TO BE PLANTED ACCORDING TO THE DETAILS IN THESE PLANS. IF THE CONTRACTOR PREFERENCES TO USE OTHER STAKING METHODS THAN SHOWN IN THE DETAILS, HE OR SHE MUST SUBMIT PROPOSED STAKING DETAILS TO THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION.
- ALL FILL TO BE PLACED IN LANDSCAPE AREAS MUST HAVE A pH RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, AND BE FREE OF ROCKS AND DEBRIS.
- CURVILINEAR LANDSCAPED BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE PARALLEL TO PARKING LOTS AND STRUCTURES UNLESS DESIGNED OTHERWISE.
- NATURAL VEGETATION PRESERVATION AREAS SHALL BE CLEANED UP INCLUDING BUT NOT LIMITED TO THE REMOVAL OF ANY DEBRIS WEEDS AND PRUNING OF DEAD OR YELLOW BRANCHES AND PALM FRONDS. MULCH EDGE OF NATURAL AREA 3' TO 5' FEET.
- CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN PROPER PLANT HEALTH AND SOIL MOISTURE CONTENT UNTIL FINAL JOB EXCEPTANCE.
- CONTRACTOR SHALL GUARANTEE ALL INSTALLED PLANT MATERIAL FOR ONE (1) CALENDAR YEAR STARTING FROM THE TIME OF JOB ACCEPTANCE.
- WETLAND AREAS TO REMAIN UNTOUCHED IN THEIR NATURAL STATE AND ALL EXISTING TREES TO REMAIN.

IRRIGATION NOTES

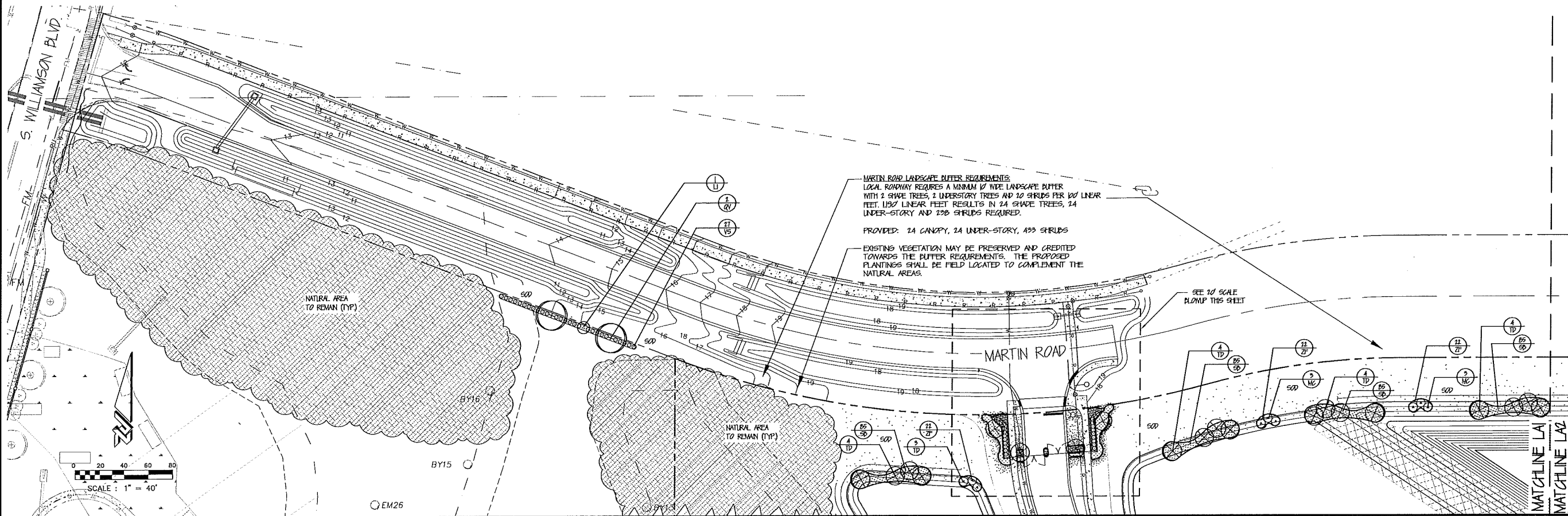
- AN AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM WITH A RAIN SENSOR SHALL BE INSTALLED TO PROVIDE 100% HEAD TO HEAD COVERAGE OF ALL NEW PLANTINGS.



20' SCALE BLOW-UP - MARTIN ROAD ENTRANCE



20' SCALE BLOW-UP - PHEASANT RIDGE DRIVE ENTRANCE



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NO.	DATE	DESCRIPTION
1.	11/05/05	REVIEWED PER CITY OF PORT ORANGE COMMENTS DATED OCTOBER 1, 2005
2.	12/06/05	REVIEWED PER CITY OF PORT ORANGE COMMENTS DATED NOVEMBER 29, 2005
3.	04/14/06	REVIEWED PER CITY OF PORT ORANGE COMMENTS

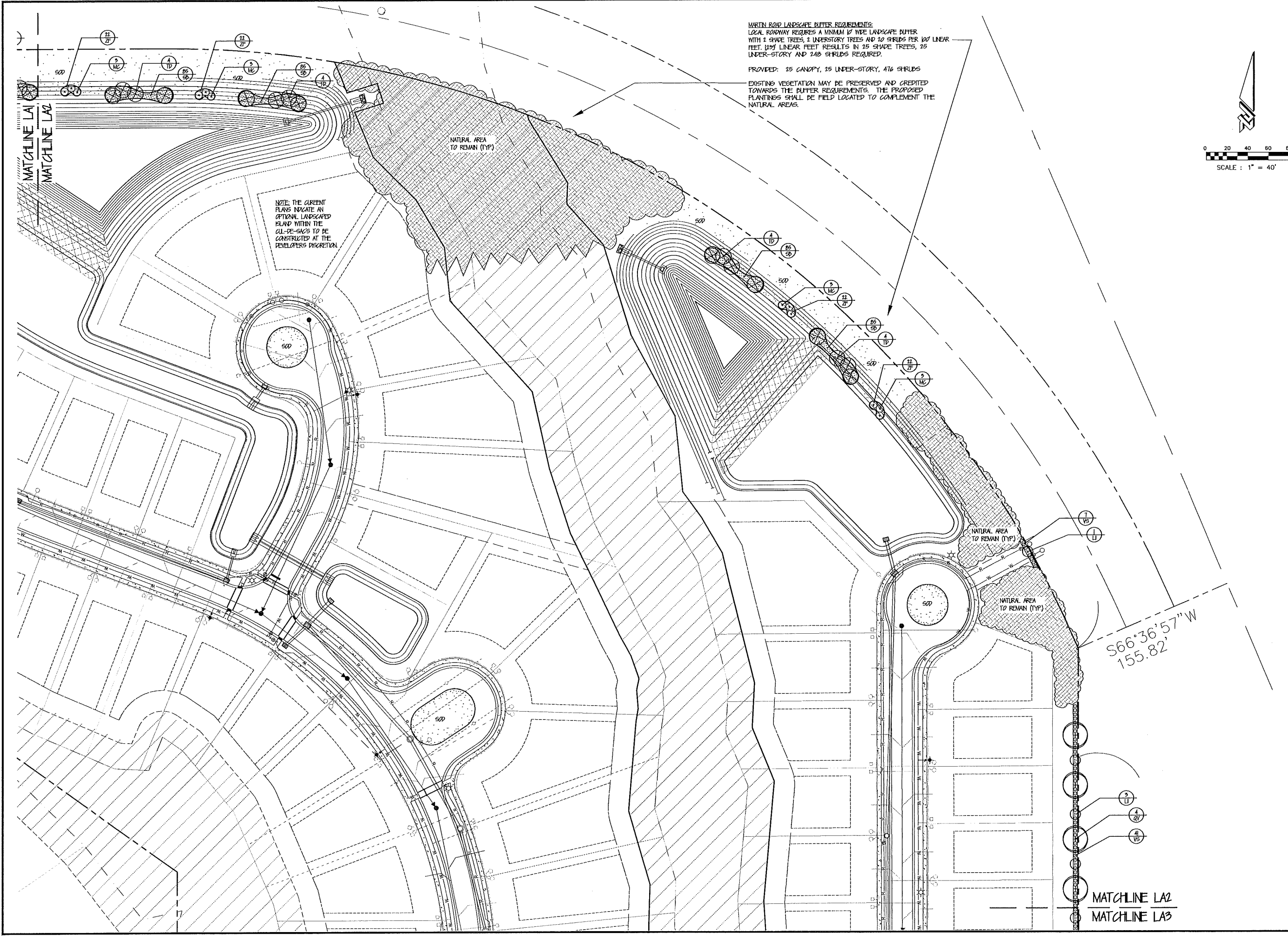
REVISIONS:

THE PINNACLE - PHASE 2
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS
 CITY OF PORT ORANGE
 VOLusia COUNTY, FLORIDA

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 PLANNERS • TRANSPORTATION • ENVIRONMENTAL
 WWW.ZEVCOHEN.COM
 PROJECT NO: 01051
 ISSUE DATE: 09/01/05
 DESIGNED BY: NC
 DRAWING FILE: 01051P01A
 REF'S: 01051A3
 DRAFTED BY: PM
 CHECKED BY: NC

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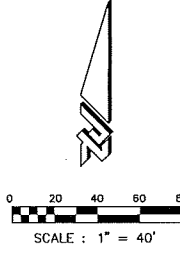
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 SHEET LA1 OF 3



WATER ROAD LANDSCAPE BUFFER REQUIREMENTS:
LOCAL ROADWAY REQUIRES A MINIMUM 10' WIDE LANDSCAPE BUFFER
WITH 2 SHADE TREES, 2 UNDERSTORY TREES AND 20 SHRUBS PER 10' LINEAR
FEET. 100' LINEAR FEET RESULTS IN 25 SHADE TREES, 25
UNDER-STORY AND 240 SHRUBS REQUIRED.

PROVIDED: 25 CANOPY, 25 UNDER-STORY, 476 SHRUBS

EXISTING VEGETATION MAY BE PRESERVED AND CREDITED
TOWARDS THE BUFFER REQUIREMENTS. THE PROPOSED
PLANTINGS SHALL BE FIELD LOCATED TO COMPLEMENT THE
NATURAL AREAS.





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NO.	DATE	DESCRIPTION
1.	11/08/05	REVISED PER CITY OF PORT ORANGE COMMENTS DATED OCTOBER 11, 2005
2.	11/28/05	REVISED PER CITY OF PORT ORANGE COMMENTS DATED NOVEMBER 28, 2005
3.	04/04/06	REVISED PER CITY OF PORT ORANGE COMMENTS

REVISIONS:

THE PINNACLE - PHASE 2
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA



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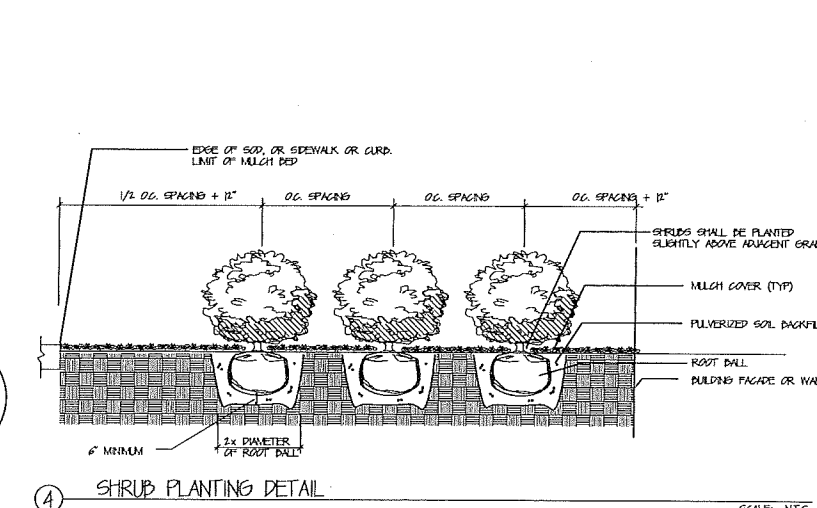
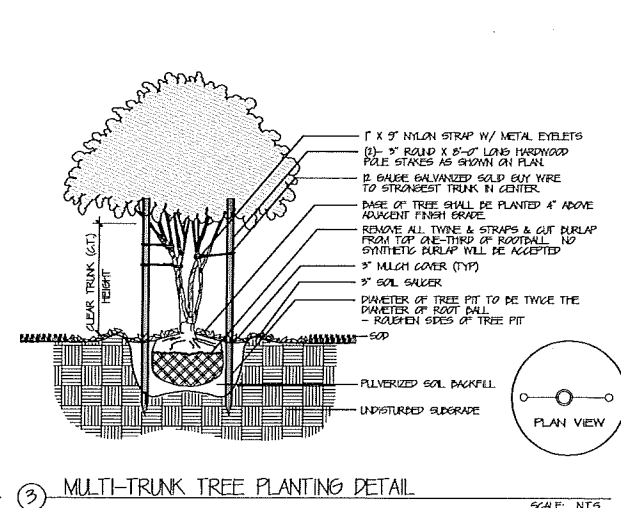
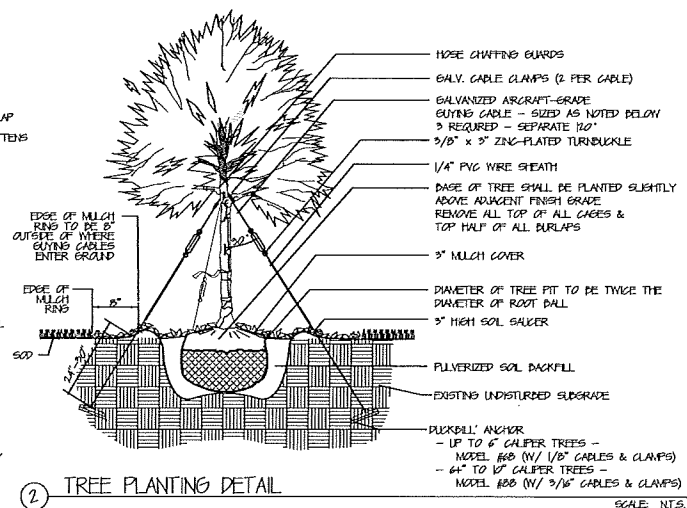
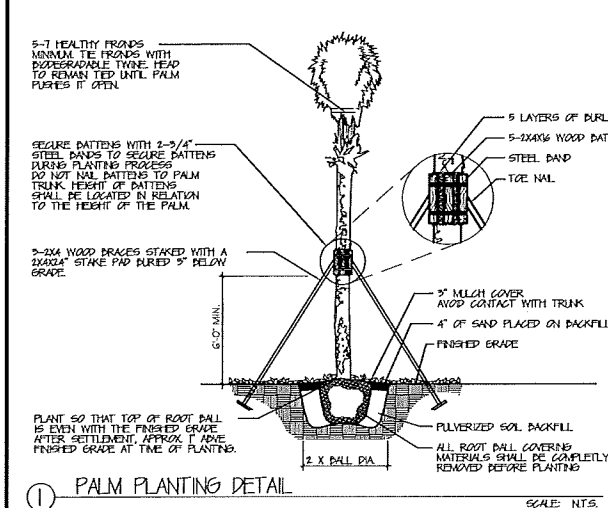
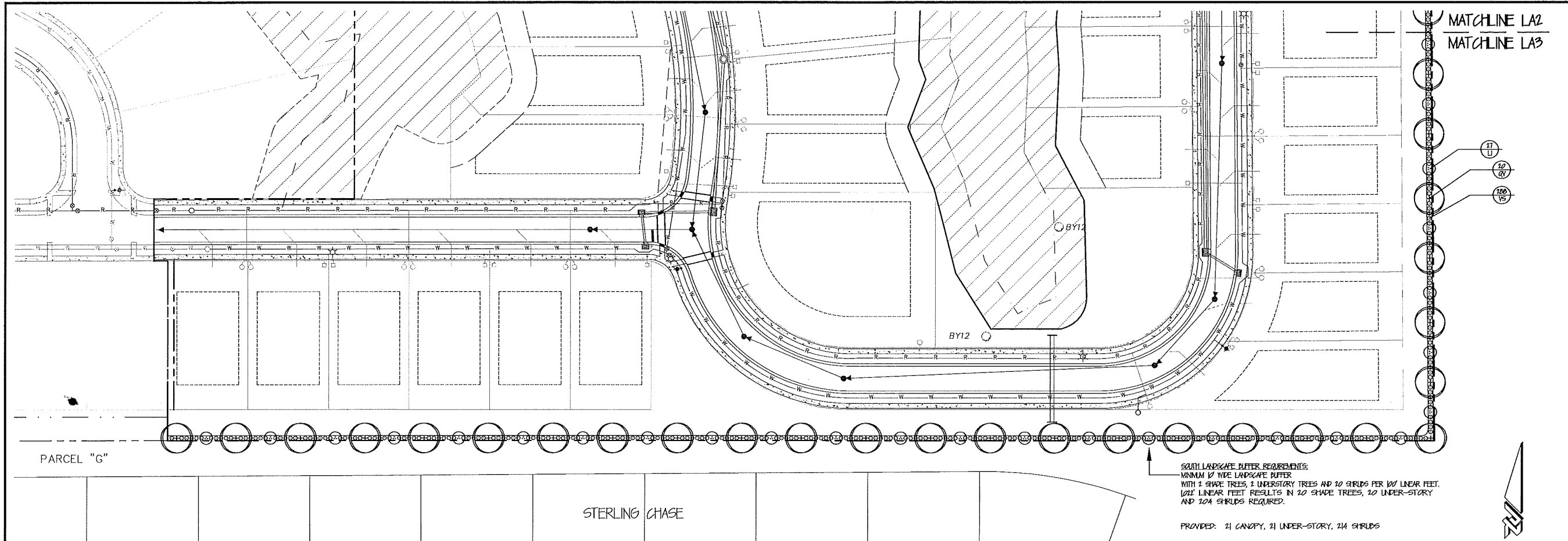
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ISSUE DATE: 03/01/05	CHECKED BY: PM
DESIGNED BY: NC	DRAWING FILE: 01051P01A
	NAME: J. BUSTEAU

FILE LOCATION: 15-2

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SCALE: 1" = 40'

SHEET: LA2 OF 3





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NO.	DATE	DESCRIPTION
1.	11/09/05	REVISED PER CITY OF PORT ORANGE COMMENTS DATED OCTOBER 11, 2005
2.	12/28/05	REVISED PER CITY OF PORT ORANGE COMMENTS DATED NOVEMBER 29, 2005
3.	04/05/06	REVISED PER CITY OF PORT ORANGE COMMENTS

BY: [Signature]
NC
SMD

REVISIONS:

THE PINNACLE - PHASE 2

FINAL ENGINEERING PLANS

LANDSCAPE PLAN & DETAILS

CITY OF PORT ORANGE VOLusia COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS
(AL 00000001)
PLANNERS - TRANSPORTATION - ENVIRONMENTAL
ENGINEERS - TRANSPORTATION - ENVIRONMENTAL
WATER CONSTRUCTION

PROJECT NO: 01051
ISSUE DATE: 08/01/05
DESIGNED BY: NC
CHECKED BY: PM
DRAWING FILE: 01051R02-01A
DWG'S: 01051R02-01A

FILE LOCATION

15-2

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SCALE: 1" = 40'

SHEET

LA3 of 3

IRRIGATION CALCULATIONS

TOTAL LANDSCAPE AREA: 423,861 SQUARE FEET

HIGH VOLUME IRRIGATION AREA: 00 SF. 0%

MEDIUM VOLUME IRRIGATION AREA: 36,114 SF. 23%

NON-IRRIGATED AREA: 321,693 SF. 11%



200 North Fourth Street
Richmond, VA 23219
(804) 363-1381

NOZZLE CHART

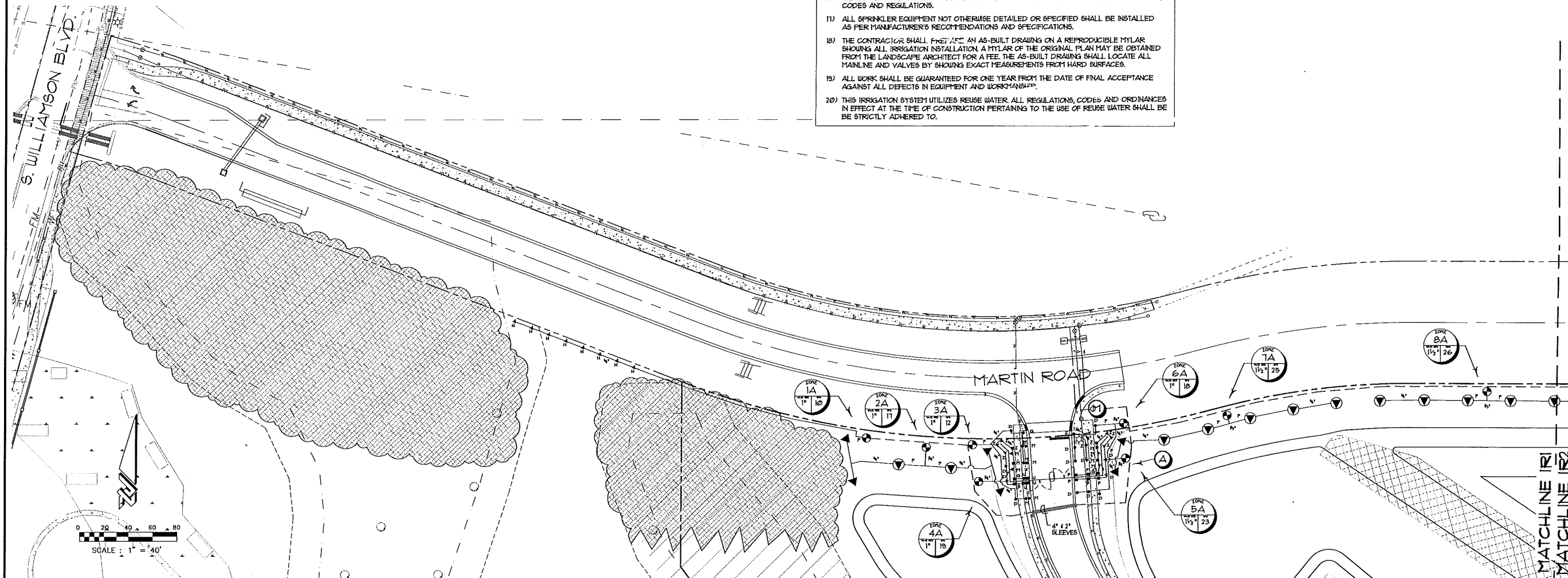
LETTER	MODEL	GPM AT 30 PSI	RADIUS	PATTERN
A	1000-15F	3.1	15'	FULL
B	1000-15TG	2.8	15'	THREE QTR.
C	1000-15TT	2.5	15'	TWO THIRD
D	1000-15H	1.9	15'	HALF
E	1000-15T	1.2	15'	ONE THIRD
F	1000-15Q	1.0	15'	QUARTER
G	1000-15EST	.61	4' X 15'	END STRIP
H	1000-15CST	1.2	4' X 30'	CENTER STRIP
J	1000-12F	2.6	12'	LOW GPM FULL
K	1000-10F	1.6	10'	LOW GPM
L	1000-115ST	1.1	9' X 18'	SIDE STRIP
M	1000-155ST	1.2	4' X 30'	SIDE STRIP
N	1000-12H	1.2	12'	LOW GPM HALF
O	1000-12Q	.61	12'	LOW GPM QUARTER
P	1000-10T	.52	10'	LOW THIRD
R	1000-10Q	.39	10'	LOW QUARTER
S	1000-10H	.19	10'	LOW HALF
T	1000-8H	.19	8'	FLAT HALF
U	1000-8Q	.39	8'	FLAT QUARTER
V	1000-8T	.52	8'	FLAT THIRD
W	1000-5CST-B	.50	5'	CENTER BUBBLER
X	1000-416-VAN	VARIES	3'-6"	4' or 6' VARIABLE
Y	1000-810-VAN	VARIES	6'-10"	8' or 10' VARIABLE
Z	1000-15-VAN	VARIES	10'-15"	12' or 15' VARIABLE

GENERAL NOTES

- 1) REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREE AND SHRUB LOCATIONS.
- 2) ALL MAINLINE PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 18" OF COVER AND ALL LATERAL PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 12" OF COVER.
- 3) ALL POP-UP ROTOR AND SPRAY HEADS SHALL BE INSTALLED USING AN 18" PVC FLEX PIPE CONNECTION. CONTRACTOR SHALL NOT USE RAINY PIPE.
- 4) PIPE SIZES SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS. THE SMALLEST LATERAL PIPE SIZE TO A SINGLE SPRAY OR ROTOR HEAD SHALL BE 3/4".
- 5) ALL REMOTE CONTROL VALVES, GATE VALVES AND QUICK COUPLERS SHALL BE INSTALLED IN VALVE BOXES.
- 6) ALL RISERS SHALL BE STAKED WITH A STEEL ANGLE AND SECURED WITH UV RESISTANT PLASTIC CABLE TIES. RISERS AND ANGLE SHALL BE PAINTED FLAT BLACK.
- 7) ALL RISERS SHALL BE INSTALLED 12" FROM ANY WALL AND A MINIMUM OF 36" FROM ANY SIDEWALK, PATIO OR ROAD.
- 8) THE EXACT HEIGHT OF ANY 12" POP-UP THAT IS SHOWN IN A SHRUB BED SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT IN THE FIELD.
- 9) CONTROL WIRE SHALL BE 14-1 UP DIRECT BURIAL, COLORED RED FOR CONTROL WIRES AND WHITE FOR COMMON WIRES (UNLESS OTHERWISE INDICATED IN THE SPECIFICATIONS). NO CROSS CONNECTION BETWEEN CONTROLLERS SHALL BE ALLOWED. WIRE SPLICES SHALL BE MADE ONLY IN VALVE BOXES USING KING "ONE-STEP" CONNECTORS AND SEALANT.
- 10) ANY PIPING OR VALVES SHOWN OUTSIDE THE PROPERTY LINE OR OUTSIDE OF A LANDSCAPE AREA IS SHOWN THERE FOR DESIGN CLARITY ONLY. ALL PIPING AND VALVES SHALL BE INSTALLED ON THE PROPERTY AND WITHIN LANDSCAPE AREAS.
- 11) IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH, AND EXERCISE CARE SO AS TO NOT DAMAGE ANY EXISTING BERM, WALLS, STRUCTURES, PLANT MATERIALS AND UTILITIES. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIR OR REPLACEMENT OF ALL ITEMS DAMAGED BY HIS WORK. HE SHALL COORDINATE HIS WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF SLEEVES AND PIPING THROUGH WALLS, UNDER ROADWAYS AND PAVING, ETC.
- 12) DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS.
- 13) FINAL LOCATION OF THE AUTOMATIC CONTROLLER(S) SHALL BE APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION.
- 14) ELECTRICAL SERVICE TO ALL EQUIPMENT SHALL BE PROVIDED TO A JUNCTION BOX AT THE EQUIPMENT LOCATION. (BY OTHERS, NOT A PART OF THIS CONTRACT) THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL CONNECTION FROM THE JUNCTION BOX TO ALL EQUIPMENT.
- 15) THE IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES TO PROVIDE OPTIMUM COVERAGE WITH MINIMAL OVERSPRAY ONTO WALKS, STREETS, WALLS, ETC. IN ORDER TO ACCOMPLISH THIS, THE CONTRACTOR MAY SUBSTITUTE VARIABLE ARC NOZZLES IN PLACE OF THE SPECIFIED FIXED ARC NOZZLES WHERE NECESSARY. PRESSURE COMPENSATING SCREENS MAY ALSO BE USED TO REDUCE SPRAY DISTANCE.
- 16) THE CONTRACTOR SHALL COMPLETE ALL WORK IN ACCORDANCE WITH ALL PREVAILING LAWS, CODES AND REGULATIONS.
- 17) ALL SPRINKLER EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
- 18) THE CONTRACTOR SHALL FURNISH AN AS-BUILT DRAWING ON A REPRODUCIBLE MYLAR SHOWING ALL IRRIGATION INSTALLATION. A MYLAR OF THE ORIGINAL PLAN MAY BE OBTAINED FROM THE LANDSCAPE ARCHITECT FOR A FEE. THE AS-BUILT DRAWING SHALL LOCATE ALL MAINLINE AND VALVES BY SHOWING EXACT MEASUREMENTS FROM HARD SURFACES.
- 19) ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP.
- 20) THIS IRRIGATION SYSTEM UTILIZES REUSE WATER. ALL REGULATIONS, CODES AND ORDINANCES IN EFFECT AT THE TIME OF CONSTRUCTION PERTAINING TO THE USE OF REUSE WATER SHALL BE STRICTLY ADHERED TO.

LEGEND

- RAINBIRD 1806 SERIES 6" POP-UP SPRAY HEAD
- RAINBIRD 1812 SERIES 12" POP-UP SPRAY HEAD
- RAINBIRD PA-BS SHRUB SPRAY ON RISER
- HUNTER 120-360-4.0 FULL CIRCLE ROTOR HEAD
- HUNTER 120-ADJ-2.0 HALF CIRCLE ROTOR HEAD
- HUNTER ICV SERIES ELECTRIC CONTROL VALVE. SIZE AS SHOWN ON THE PLAN. INSTALL VALVE IN AN AMETEK VP-12A VALVE BOX W/ PURPLE LID.
- 2" CLASS 200 PVC PURPLE MAINLINE
- CLASS 160 PVC LATERAL LINE - SIZE AS SHOWN UNTIL A SMALLER SIZE IS SHOWN. (3/4" MIN.)
- SCHEDULE 40 PVC SLEEVE. SIZE AS SHOWN.
- HUNTER ICC-1200M IRRIGATION CONTROLLER. INSTALL WITH A MINI-CLIK II RAIN SENSOR. GROUND WITH A 8' MINIMUM COPPER CLAD ROD. SLEEVE TO AS REQUIRED.
- HUNTER ICC-800M IRRIGATION CONTROLLER. PEDESTAL MOUNT. INSTALL WITH A MINI-CLIK II RAIN SENSOR. GROUND WITH A 8' MINIMUM COPPER CLAD ROD. SLEEVE TO AS REQUIRED.
- 1" REUSE IRRIGATION METER



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PROJECT NO: 0151
ISSUE DATE: 12/27/05
DESIGNED BY: WK
CHECKED BY: WK
DRAWING FILE: 1005PH04R
XREFS: 100510AS

FILE LOCATION: 15-2

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SCALE: 1"=40'
SHEET: IR1 OF 3

THE PINNACLE - PHASE 2
FINAL ENGINEERING PLANS
IRRIGATION PLAN & DETAILS
CITY OF FT. WORTH, TEXAS
VOLUNTIA COUNTY, FLORIDA

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ZEVE COHEN & ASSOCIATES, INC.
2005



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/03/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2015-37 - Amendment to Chapter 42 of the Code of Ordinances to provide procedures to secure and demolish unsafe structures in the City

DEPARTMENT: Community Development

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 2 - Develop infrastructure master plans including drainage, transportation and utilities to provide clear infrastructure needs

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-37, amending Chapter 42 of the Code of Ordinances to provide procedures to secure and demolish unsafe structures in the City.

SUMMARY: In recent years the number of unsafe structures has increased; and such structures may become open, unsecured, vandalized, or used for illicit purposes by trespassers, resulting in conditions that are unhealthy, unsafe, unsightly, and a blight upon the neighborhood and community at large. The proposed ordinance provides criteria to determine if a structure is unsafe. The ordinance also provides procedures for serving notice to the property owner, hearings before the Special Magistrate, appeals, abatement of the unsafe conditions and assessment of the costs of abatement as a lien. The demolition of unsafe structures will improve the security and quality of life in general of persons living nearby, will prevent blight and decay, and will safeguard the public health, safety, morals and welfare.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Ordinance 2015-37	.pdf
2.	Staff Report	Staff Report.pdf

Fenwick, Robin

Created/Initiated - 10/21/2015

ORDINANCE NO. 2015-37

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA; AMENDING THE CODE OF
ORDINANCES, CHAPTER 42, ARTICLE V, TO ESTABLISH
A NEW DIVISION 3 RELATING TO THE ABATEMENT OF
UNSAFE STRUCTURES, PROVIDING FOR
CODIFICATION; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council hereby finds and declares that in recent years and at present an increased number of unsafe structures exist; and

WHEREAS, such structures often become open, unsecured, vandalized, or used for illicit purposes by trespassers, resulting in conditions that are unhealthy, unsafe, unsightly, and a blight upon the neighborhood and community at large; and

WHEREAS, the abatement of unsafe structures will improve the security and quality of life in general of persons living nearby, will prevent blight and decay, and will safeguard the public health, safety, morals and welfare; and

WHEREAS, the City Council has determined that it is in the best interests of the citizens of the City of Port Orange to abate the nuisance created by unsafe structures as set forth hereinafter; and

WHEREAS, for purposes of this ordinance the newly established Division 3 set forth in Section 1 below shall constitute additions to the original ordinance text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, AS FOLLOWS:

Section1: The City Council of the City of Port Orange hereby amends Chapter 42, Article V of the Code of Ordinance to establish a new Division 3 as follows:

DIVISION 3. – ABATEMENT OF UNSAFE STRUCTURES

Sec. 42-106. Purpose

The intent and purpose of this division is to protect the health, safety, morals, and welfare of all the people of the City of Port Orange by establishing standards governing the abatement of unsafe structures; authorizing and establishing procedures for the demolition of the same and setting forth a procedure for the enforcement of this division by ordering the abatement of structures found unsafe. This division is hereby declared to be remedial and essential to the public interest, and it is intended that this division be liberally construed to effectuate the purposes as stated above.

Sec. 42-107. Inspections.

The building official, or his or her designee, shall have the authority to inspect any structure for the purpose of determining whether the same is unsafe based on the conditions set forth herein. The building official, or his or her designee, is authorized to utilize the services of private engineers, architects or other professionals in order to determine the condition of the structure in question.

Sec. 42-108. Unsafe Conditions; Nuisance.

(a) A structure is unsafe when any of the following conditions exist:

- (1) The structure's interior walls or other structural members list, lean, or buckle or the support for the structure has become damaged or deteriorated to such an extent that there is a reasonable likelihood that the walls or other structural members may fall or give way.
- (2) The structure has improperly distributed loads upon the floor or roof or the floor or roof is overloaded or has insufficient strength to be reasonably safe for the purpose used.
- (3) The structure has been damaged by fire, wind, or other causes and has become dangerous to life, safety, or the general health and welfare of people within or near the structure.
- (4) The structure is so dilapidated, decayed, unsafe, insanitary, or so utterly fails to provide the amenities essential to decent living that it is unfit for human habitation or is likely to cause sickness or disease so as to injure the health, safety, or general welfare.
- (5) The structure has connected parts that have become so detached from one another that there is a reasonable likelihood they may fall and injure members of the public or cause property damage in general.
- (6) The structure is vacant and not sufficiently secured to prevent easy access to trespassers and vagrants or is otherwise untended or unkempt to the extent that it poses a general health or safety hazard for neighboring people or property.

- (b) A structure that is unsafe constitutes a nuisance. No person shall permit an unsafe structure to exist on property under his or her ownership or control.

Sec. 42-109. Notice of violation and notice of hearing.

When the building official, or his or her designee, verifies the existence of a structure which is unsafe, an initial notice of violation and notice of hearing shall be provided to the owner of record and other known interested parties as set forth in section 42-110. Said notice shall describe the condition(s) found by the building official, or his or her designee, and relied upon in determining the structure is unsafe and state the requirements to secure and repair, or demolish the structure within a reasonable period of time along with a notice informing all interested parties of the date, time and location of the hearing before the special magistrate which may result in an order requiring the property owner or city to demolish the structure(s) on the property with any costs therefor being assessed against the property and constituting a lien thereon.

Sec. 42-110. - Manner of serving notice.

- (a) For the purpose of providing notice, interested parties shall be the owner of the property as shown on the county tax rolls, other persons whose names appear on the county tax rolls as having an interest in the property, and the tenant or occupant, if any, of the property, as well as other persons of record interest, which may include the mortgagee, contract purchaser (if known), agent with power of attorney, and any person claiming an interest under a lis pendens.
- (b) Ten days or more prior to the hearing before the special magistrate, the notice of violation and notice of hearing shall be posted on the front of the property and shall be delivered to the interested parties either:
 - (1) By personally delivering a copy thereof to the party to be notified;
 - (2) By leaving such copy at such person's usual place of residence with some person of the household above 15 years of age and informing such person of the contents thereof; or
 - (3) By standard United States mail and either registered or certified United States mail with return receipt requested.

If the name of any interested party or their place of residence or their post office address cannot be ascertained after diligent search or in the event a notice sent by either registered or certified mail shall be returned undelivered, notice shall be given by publishing a copy thereof two times in a newspaper of general circulation in the city as set forth in subsection (d) of this section and, if the name of such interested party is known, mailing a copy thereof to such person's last known address, if known.

- (c) A copy of such notice of violation and notice of hearing shall be posted in a conspicuous place at City Hall.
- (d) If publication of notice is made, a notice of notice of violation and notice of hearing shall be published on two different days in a newspaper of general circulation in the city and the last publication of such notice shall be not less than 10 days prior to the date of hearing.

Sec. 42-111. Hearing and authority to order secure and repair or demolition.

- (a) In any hearing before the special magistrate pursuant to this division, formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. Irrelevant, immaterial, or unduly repetitious evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in a trial in the courts of the State. Each interested party shall have the right to appear in person, by legal counsel or by an agent, to call and examine witnesses under oath, to introduce documentary evidence or exhibits, to cross-examine opposing witnesses on any relevant matter even though the matter was not covered under direct examination, to impeach any witness regardless of which party first called him to testify, and to submit rebuttal evidence.
- (b) Upon substantial competent evidence, the special magistrate may render his or her order requiring the owner to secure and repair, or cause to be demolished, the structure(s) which have been established as unsafe within a reasonable period of time not less than 30 days from the date of the order, and provide authority for the city to take the necessary steps to abate the condition(s) in the event the owner fails to do so and charging all expenses of the abatement against the property in accordance with this division. The order may also require vacating of the property if such action is necessary and has not already been accomplished.
- (c) All unsafe structures which have been secured as a result of an order to secure and repair shall be subject to inspection and the owner of the structure shall be assessed a fee for each and every such inspection. For the purpose of ensuring that the vacant and unfit or unsafe structure is locked and/or secured, inspections shall be conducted no less frequently than at 30-day intervals and the following fee collected in the manner provided by this division for each and every inspection conducted.
 - (1) Residential, commercial, institutional and industrial structures, per structure: \$50.00.
 - (2) Other structures (detached garages, accessory buildings, etc.), per structure: \$25.00.

Sec. 42-112. - Appeal procedure.

An aggrieved party, including the city, may appeal a final administrative order of the special magistrate to the circuit court in Volusia County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Sec. 42-113. - Condition of lot after demolition.

A lot from which a structure is demolished shall be properly filled, graded and seeded with grass seed or sodded within five days of the date of completion of the demolition. The lot shall comply with the established vegetation standards of the city.

Sec. 42-114. - Assessment of cost of demolition; lien on property.

- (a) Upon expiration of the 30-day right of appeal to the Circuit Court with no appeal having been taken, or, if appeal is taken, expiration of the 30-day period following the 30-day period for filing a claim of appeal to the District Court of Appeal, or following an emergency demolition authorized and conducted in accordance with section 42-115, unless otherwise ordered by a court of competent jurisdiction, the city manager or his or her designee, after proceeding under this division, shall assess the entire cost of such vacation, demolition, removal or securing against the real property upon which such cost was incurred by recording a lien. The costs which may be assessed include the cost of rodent extermination where employed, all administrative costs (which shall include all costs related to any hearing before the special magistrate and the lien recording and releasing fee), postal expense, newspaper publication and other costs reasonably and necessarily incurred by the city, including attorney's fees and costs. Such costs when assessed shall constitute a lien upon such property and such lien shall bear interest from such date at the rate established by the comptroller of the State pursuant to section 55.03, state statutes (F.S. § 55.03) and shall be enforceable if unsatisfied, after the expiration of one year from the date of recording such notice of lien, as other liens may be enforced by the City.
- (b) In those instances where the owner has repaired, secured or demolished a structure or caused such work to be done as the result of having been determined to be in violation of this division, all costs described in subsection (a) of this section reasonably and necessarily incurred by the City shall be assessed against the property and such lien shall bear interest from such date at the rate established by the comptroller of the State pursuant to section 55.03, state statutes (F.S. § 55.03) and shall be enforceable if unsatisfied, after the expiration of one year from the date of recording such notice of lien, as other liens may be enforced by the City..
- (c) The City shall record a notice of lien in the public records of Volusia County. The notice of lien shall show the nature of such lien, the amount thereof, the names of persons having an ownership or other property interest of record and an accurate legal description of the property, which lien shall date from the date of recording of the notice of lien. Such lien shall bear interest from such date at the rate established by the comptroller of the State pursuant to section 55.03, state statutes (F.S. § 55.03) and shall be enforceable if unsatisfied, after the expiration of one year from the date of recording such notice of lien, as other liens may be enforced by the City.

Sec. 42-115. - Emergency condemnations, authority to take action; lien on property.

- (a) In cases where there is imminent peril to the public safety or general welfare or immediate danger to the life or safety of any person or where the public is endangered by weather conditions, fire, other natural disasters or the particular location of the subject property, unless an unfit or unsafe structure is immediately repaired, demolished, or removed, the city manager or his or her designee shall promptly cause such structure to be made safe or removed. For this purpose the city manager or his or her designee may at once enter such a structure or land on which it stands, or abutting land or structures, to perform an inspection with such assistance and at such cost as may be deemed necessary.
- (b) Upon inspection, the city manager or his or her designee shall determine whether or not the structure requires immediate emergency demolition in order to maintain the safety and welfare of the owner, tenants, or public. A written report will document results of these inspections. Exterior and interior photographs of the building, structure, or portion thereof will be taken when feasible.
- (c) The city manager or his or her designee may order the vacation of adjacent structures and may require the protection of the public by appropriate fencing or such other means as may be necessary, and for this purpose may close any public or private way.
- (d) If the city manager or his or her designee determines that sufficient time exists, prior to demolition, to reasonably and safely serve a notice of intent to demolish, it will be sent via priority mail or courier delivery and by attempting to telephone the owner or interested parties (if listed in the current phone directory) giving notice of the emergency demolition. This written notification must state the findings of the city manager or his or her designee, documenting cause for demolition or removal. Where the owner or other interested party fails to take immediate corrective action as ordered by the city manager or his or her designee, the city manager or his or her designee shall have the authority to promptly proceed with the abatement of the unsafe structure in accordance with this division. Failure to effect personal notice upon the individual owner or interested parties shall not prevent the city from performing the emergency demolition or removal and assessing a lien on the property. All costs incurred in the evaluation, vacation, securing and emergency demolition are the responsibility of the property owner, and the city manager shall place a lien on the property as set forth in section 42-114.

Section 2: All ordinances or parts of ordinances in conflict with the provisions of

this ordinance are hereby repealed to the extent of such conflict.

Section 3: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of 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 4: This ordinance shall take effect immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____, 2015.

Passed and adopted on second and final reading on the ____ day of _____, 2015.

Reviewed and Approved: _____
Assistant City Attorney



STAFF REPORT

REQUEST: Amendment to Chapter 42 of the Code of Ordinances to provide procedures to secure and demolish unsafe structures in the city.

APPLICANT: City of Port Orange

STAFF RECOMMENDATION: Approval

STAFF CONTACT: Chris Hutchison, Code Enforcement Manager (386) 506-5643

CITY COUNCIL DATE: October 20, 2015

INTRODUCTION:

In recent years the number of unsafe structures has increased; and such structures may become open, unsecured, vandalized, or used for illicit purposes by trespassers, resulting in conditions that are unhealthy, unsafe, unsightly, and a blight upon the neighborhood and community at large. The proposed ordinance provides criteria to determine if a structure is unsafe. The ordinance also provides procedures for serving notice to the property owner, hearings before the Special Magistrate, appeals, abatement of the unsafe conditions and assessment of the costs of abatement as a lien. The demolition of unsafe structures will improve the security and quality of life in general of persons living nearby, will prevent blight and decay, and will safeguard the public health, safety, morals and welfare.

DISCUSSION:

A structure that is unsafe constitutes a nuisance. The proposed ordinance provides the following criteria to determine if a structure is unsafe. A structure will be considered unsafe when any of the following conditions exist:

- (1) The structure's interior walls or other structural members list, lean, or buckle or the support for the structure has become damaged or deteriorated to such an extent that there is a reasonable likelihood that the walls or other structural members may fall or give way.
- (2) The structure has improperly distributed loads upon the floor or roof or the floor or roof is overloaded or has insufficient strength to be reasonably safe for the purpose used.
- (3) The structure has been damaged by fire, wind, or other causes and has become dangerous to life, safety, or the general health and welfare of people within or near the structure.
- (4) The structure is so dilapidated, decayed, unsafe, insanitary, or so utterly fails to provide the amenities essential to decent living that it is unfit for

- human habitation or is likely to cause sickness or disease so as to injure the health, safety, or general welfare.
- (5) The structure has parts which are so attached that there is a reasonable likelihood they may fall and injure members of the public or property in general.
 - (6) The structure is vacant and not sufficiently secured to prevent easy access to trespassers and vagrants or is otherwise untended or unkempt to the extent that it poses a general health or safety hazard for neighboring people or property.

Once the Building Official, or his designee, verifies the existence of a structure which is unsafe, an initial notice of violation must be provided to the owner. The notices shall be issued ten days or more prior to the hearing before the Special Magistrate.

The Special Magistrate may render an order requiring the owner to secure and repair, or demolish the structure(s) which have been proven to be unsafe and provide authority for the City to take the necessary steps to abate the conditions in the event the owner fails to do so. All expenses of the abatement may be charged against the property. The order may also require vacating of the property if such action is necessary and has not already been accomplished.

A lot from which a structure is demolished shall be properly filled, graded and seeded with grass seed or sodded within five days of the date of completion of the demolition. The lot shall comply with the established vegetation standards of the City.

RECOMMENDATION: Approval



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/03/2015

Consent item: No

SUBJECT: Library Advisory Board Appointment

DEPARTMENT: City Clerk

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to appoint Harrise Niemczak to the Library Advisory Board for a three (3) year term to expire on November 3, 2018.

SUMMARY: There are two (2) vacancies on the Library Advisory Board. Harrise Niemczak has submitted an application to serve on the Board. Her application is attached for your review. The term is for three (3) years and will expire on November 3, 2018.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Harrise Niemczak application	Harrise Niemczak application.pdf
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Fenwick, Robin
Johansson, M. Jake

Created/Initiated - 10/26/2015
Final Approval - 10/29/2015

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Saturday, October 10, 2015 10:50 AM
To: Fenwick, Robin
Subject: Volunteer Application - Harrise Niemczak



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Harrise Niemczak on 10/10/2015

Personal Information

Name: Harrise Niemczak
Date of Birth: 12/12/1951
Telephone: 2159011619
E-mail: harrisen@hotmail.com
Business Telephone: 2159011619
Address: 1391 HARNDEN RD E
Are you a registered voter in Port Orange? No
City Council District: PORT ORANGE
How long have you been a resident of Port Orange? 1 year
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Mrs. Marcie Aspras, 415 Poinsett Ave, Pitman, NJ 08071
Reference 2: Marcia Roberts, 1217 Oakwood Road, Haddonfield, NJ 08033
Reference 3: Don Herring, Anna Maria Circle, Port Orange, FL

Education

High School: Archbishop Ryan High School for Girls
Date Graduated High School: 12/12/1969

College: College of New Jersey
Date Graduated College: 06/06/1987
Degree: Masters Degree in Training and Development, BS in Business Education

Work Experience

Pitman High School, Business/Computer Teacher

Interests/Activities

Running, Cycling, skiing, photography, cooking and reading

Community Involvement

Why do you desire to serve on these boards?

I would like to participate in helping the community develop its potential and be on board with the latest technology.

Resume/Additional Information

Selected Boards/Commissions

Library Advisory Board
Parks and Recreation Board

Order of Preference

Youth Advisory Board Library Advisory Board Parks and Recreation Board

Signature: Harrise Niemczak

Date: 10/10/2015

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
OCTOBER 14, 2015

THE SPECIAL CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Allen Green at 5:00 p.m.

Pledge of Allegiance

Silent Invocation

Port Orange Rules of Procedure, page 3, letter (e) and #9 (a-e) approved on December 2, 2014 were read by the City Clerk.

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

DISCUSSION ITEMS:

4. Renovation Request for Clubhouse

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

5. Change Order #5 to Hall Construction Contract

Motion to approve Change Order #5 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Jake Johansson, City Manager, asked Council to verify their approval for Police and Fire support to the high schools was for varsity football games only. Council confirmed.

Special City Council Meeting

October 14, 2015

Page **2** of **2**

ADJOURNMENT: 5:05 p.m.

Attest:

Mayor Allen Green

Robin Fenwick, City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
OCTOBER 20, 2015

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

Pledge of Allegiance

Invocation provided by Rev. Calvin Gittner of Port Orange Presbyterian Church.

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

Rules of Procedure as approved by City Council on December 2, 2014, specifically page 3, portions of letter (e) and #9 (a-e) were read by Robin Fenwick, City Clerk.

B. PUBLIC HEARING

5. First Reading - Ordinance No. 2015-37 - Amendment to Chapter 42 of the Code of Ordinances to provide procedures to secure and demolish unsafe structures in the City

Mayor Green read Ordinance No. 2015-37.

ORDINANCE NO. 2015-37

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 42, ARTICLE V, TO ESTABLISH A NEW DIVISION 3 RELATING TO THE ABATEMENT OF UNSAFE STRUCTURES, PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2015-37 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Ted Nofall, citizen, supported the ordinance.

Motion carried unanimously by roll call vote.

6. Second Reading - Ordinance No. 2015-36 - Amending Chapter 50 of the Code of Ordinances Regarding the Golf Course

Mayor Green read Ordinance No. 2015-36.

ORDINANCE NO. 2015-36

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 50, ARTICLE IV, DIVISION 1, OF THE CODE OF ORDINANCES REGARDING THE MUNICIPAL GOLF COURSE; AMENDING SECTION 50-81 MODIFYING DEFINITIONS; AMENDING SECTION 50-83 REGARDING FEES; AMENDING SECTION 50-84 ESTABLISHING RULES FOR LEGACY PASSES; AMENDING SECTION 50-85 ESTABLISHING RULES FOR CYPRESS PASSES AND DELETING DISCOUNT CARDS; REMOVING SECTION 50-80.5 REGARDING PLAY CARDS; AMENDING SECTION 50-86 TO REMOVE FOUNDERS CLUB RULES AND ESTABLISH AMENDED PLAY CARD RULES; AMENDING SECTION 50-87 REGARDING NONRESIDENT FEES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2015-36 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Tom Menocal, citizen, is opposed to the different types of passes. He believes there should only be one type for all who want a pass.

Motion carried unanimously by roll call vote.

C. AGENDA APPROVAL

Item #10 was deleted by the requestor.

Items pulled: 13, 15, 16, 19 (a), (b), (c), (f), and (h).

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

D. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

7. Civil Service Board Appointment

Motion to appoint Sarah Jones to the Civil Service Board was made by Vice Mayor Bastian, and Seconded by Councilman Ford. Motion carried unanimously by voice vote.

8. Construction Regulation Board Appointment

Motion to appoint Darrel Bofamy to the Construction Regulation Board was made by Vice Mayor Bastian, and Seconded by Councilman Ford.

Darrel Bofamy introduced himself to Council and provided his background.

Motion carried unanimously by voice vote.

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

9. Proclamation - Grace Episcopal Church

Mayor Green read the proclamation to Grace Episcopal Church.

F. CITIZEN PARTICIPATION (Agenda)

10. Derek LaMontagne - "Save Spruce Creek"

Derek LaMontagne cancelled his time slot prior to the meeting.

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

Mr. Nofall asked for an update on urban chickens and the historical trust. Mr. Johansson advised that the schedule shows the move for the historical trust to occur at the end of the year or beginning of next year. Mr. Nofall is impressed with the turn-out

at the local football games being held at the schools and doesn't believe a complex is necessary.

Mr. Menocal asked what the status is for using TIFF and specifically as it relates to Riverwalk.

H. COUNCIL COMMENTS

11. Comments/Concerns from Council Members

Councilman Stiltner asked the City Manager to look at the water tower in the back of Water's Edge Subdivision. He would like it to be a bit more attractive. He encouraged all to read an article in the newspaper regarding super volunteers.

Vice Mayor Bastian explained his position regarding the denial of a half-cent sales tax to fund a study. He would rather see it on the ballot for voters to decide.

Councilman Burnette asked if Madeline Avenue could be posted for no large trucks. The road is too narrow for large trucks. He also reminded all of the ADA 800 Bridge Walk on Saturday at 6:00 p.m.

Councilman Ford asked that Staff consider CDBG funds for an on-going project to stabilize the US 1 Corridor. He also would like Council to direct where projects go when they ask for subsidies.

Mayor Green would like specific areas addressed along the US 1 Corridor. The City will need to invest in the area.

Councilman Ford thanked the volunteers at Sugar Mill Gardens and encouraged citizens to volunteer.

Mayor Green read a Proclamation regarding Native Plant Month. He believes the sidewalk repair code/policy is incorrect. He asked that the documents be changed to reflect past practice of the use of rebar. He also asked that handymen be licensed and insured.

I. CONSENT AGENDA

12. Approval of Minutes

a. October 6, 2015 - Regular City Council Meeting

13. Resolution No. 15-71 - Spruce Creek Rising, Inc.

14. Resolution No. 15-75 - Acceptance of the FY 2015 CDBG grant funding.

15. Resolution No. 15-76 - Cypress Head Golf Course Fees

16. Approval of the Public Utilities Department reorganization

17. Notification of Emergency Replacement of Storm Water Drainage Pipe

Along Riverside Drive for Cost Exceeding \$25,000.00

18. Special Events
 - a. Major Special Event Request – Christmas Tree Sales at Dunlawton Square Shopping Center located at 3813 Nova Road
 - b. Major Special Event Request – Lighthouse Loop Half Marathon & 5K @ DJ's Deck at 79 E. Dunlawton Avenue, Aunt Catfish Restaurant at 4009 Halifax Drive and Panheads Pizzeria at 4085 Ridgewood Avenue.
19. Bid Awards and Contract Items
 - a. Approval of Task Authorization No 5, to the Master contract for Engineering Services with Kimley-Horn and Associates, Inc.
 - b. Approval of a Standard Contract for Services with Insight and Beyond, Inc. for Future Leadership Development and Succession Planning and grant application to CareerSource Flagler/Volusia for partial funding support for this initiative.
 - c. Approve the two year option for insurance coverage for property, crime, excess crime, inland marine and equipment breakdown
 - d. Piggyback Agreement and Purchase Order for Ten-8 Fire Equipment
 - e. Ratify purchases against Purchase Order No 069715 for Florida Detroit Diesel-Allison c/o Stewart & Stevenson.
 - f. Change Order No 1 to the Standard Contract for Services with Rexel, Inc. dated 2/10/2015
 - g. Award Bid #15-32 to MCG Services for Mockingbird Drive Pipe Replacement in Cypress Cove Subdivision
 - h. Task Authorization No 1 under the Master Contract for Engineering Services with Arcadis U.S., Inc. for the Water Master Plan
 - i. Change Order No. 1 to Sparks Concrete, LLC contract for S. Spruce Creek Road Shared Use Path
 - j. Task Authorization No. 3 to the contract with Traffic Engineering Data Solutions, Inc. (TEDS) for design and permitting of the McDonald Road sidewalk.

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

Item #13 - Resolution No. 15-71 - Spruce Creek Rising, Inc.

Mayor Green read Resolution No. 15-71.

RESOLUTION NO. 15-71

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; SUPPORTING THE EFFORTS OF SPRUCE CREEK RISING, INC., A NONPROFIT ORGANIZATION; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 15-71
was made by Vice Mayor Bastian, and
Seconded by Councilman Ford.

Robert Lloyd and Ed Donini thanked Council for their support.

Motion carried unanimously by roll call
vote.

Item #15 - Resolution No. 15-76 - Cypress Head Golf Course Fees

Mayor Green read Resolution No. 15-76.

RESOLUTION NO. 15-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT
ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING
REVISED CHARGES AND FEES RELATING TO MUNICIPAL
GOLF COURSE; PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 15-76
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.

Mr. Menocal asked for clarification regarding the transferable clause. Mayor Green said
the pass can be transferred for those who purchased passes when the course first
opened.

Motion carried unanimously by roll call
vote.

Item #16 - Approval of the Public Utilities Department reorganization

Mr. Noftall asked if the reorganization is a Council function or if the City Manager has
the authority to organize the departments as he sees fit. Mr. Johansson said the
ordinance is vague and he feels more comfortable obtaining Council approval. He will
work on changing the ordinance if necessary after reviewing it with the Council and
Staff. Mr. Noftall asked if Council understands the changes being recommended. Mr.
Johansson said it was brought to Council during complex discussions over the budget
review.

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

Item #19 (a) - Approval of Task Authorization No 5 to the Master contract for Engineering Services with Kimley-Horn and Associates, Inc.

Mike Gardner, citizen, doesn't understand exactly what is being done with the study. He asked if Staff could give an update periodically. He asked if there are sufficient CAD and GIS files to provide. He asked for a copy of the I & I report.

Councilman Ford believes Staff should know the system better than outside consultants.

Councilman Burnette supports providing the blueprint for Staff.

Mayor Green believes the study can be done at a lower price. Mr. Johansson advised that the lowest bid is not always the best bid. Staff is trying to think outside the box.

Andy Neff, Public Utilities Director, advised that the consultants will be using the GIS information. The I&I Study can be provided and Staff would like to have a workshop to discuss the plan with Council. He believes the price is fair and has been negotiated pursuant to policy. He said the investment is for a plan not another study. The last master plan was prepared in 2005.

Councilman Ford would like to invest in City employees to prepare plans and studies. Mr. Neff advised that a new set of eyes on an issue will provide a new perspective. Staff will be trained on the models for further use.

Mr. Nofall does not believe there is a plan for action after the study is complete.

Mr. Menocal believes money should be used internally to train Staff rather than on outside consultants.

Motion to table the item until a workshop relating to the I&I Study is discussed by Councilman Burnette, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

Item #19 (b) - Approval of a Standard Contract for Services with Insight and Beyond, Inc. for Future Leadership Development and Succession Planning and grant application to CareerSource Flagler/Volusia for partial funding support for this initiative.

Mayor Green advised that the change in this item as emailed by the City Clerk prior to the meeting is for a motion to approve a waiver of formal bidding procedures.

Motion to approve item to include waiving formal bidding procedures was

made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.

Mr. Neff explained the need for training relating to HR policies, core competencies, leadership, etc. The quote was posted expecting a price of less than \$25,000; however, the only quote received was for more than \$25,000.

Mayor Green asked if it is open to all employees. Mr. Neff said it is limited to mid-level managers. He said the leadership training from Insight & Beyond will be half day trainings with the other half of the day being City specific training.

Councilman Ford would like it to be City-wide training in the future. He asked if monies would come back through a grant. Mr. Neff said yes.

Councilman Burnette is impressed with Mr. Neff's commitment to Staff.

Mr. Gardner is concerned with Department Heads going through the training, as well as the wage comment in the grant application.

Mr. Nofall said this same program was done with Finance and Fire in the past and he doesn't believe it went well.

Mr. Menocal supported the training. He believes it is important for employees to know what others are doing.

Motion carried 4-1 by roll call vote with
Mayor Green voting no.

Item #19 (c) - Approve the two year option for insurance coverage for property, crime, excess crime, inland marine and equipment breakdown

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

Item #19 (f) - Change Order No 1 to the Standard Contract for Services with Rexel, Inc.
dated 2/10/2015

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

Item #19 (h) - Task Authorization No 1 under the Master Contract for Engineering Services with Arcadis U.S., Inc. for the Water Master Plan

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

Mr. Gardner doesn't support this study.

Councilman Ford doesn't believe this study is needed since a rate study was recently done.

Motion to table until after a workshop can be held regarding the I & I Report from Arcadis was made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion carried unanimously by roll call vote.

J. REGULAR AGENDA

20. Victoria Gardens Boulevard Sidewalk TPO Project

Tim Burman, Planner, asked for direction to fund the project and move forward with design or withdraw the project from the projects ready for funding list.

Councilman Stiltner does not want to withdraw the project. Sidewalks are needed in the Victoria Gardens Blvd. area.

Vice Mayor Bastian agreed. Councilman Burnette didn't agree with the cost of the sidewalk but believes it is needed because of the school in the vicinity.

Motion to move forward with the project was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

Port Orange/South Daytona Chamber of Commerce Leadership Class introduced themselves.

K. COMMENTS

21. City Attorney Comments

Ms. Roberts asked Council for direction regarding Mr. Patel's interest in the Yorktowne property owned by the City. She asked Council if they would like to process the property as surplus property. She said there may be competition for the property. Mayor Green would like a competitive bid and would like the purchase price to be used for additional properties within the US 1 Corridor. Councilman Stiltner and Vice Mayor Bastian agreed with competitive bidding. Ms. Roberts said an appraisal will be done and a reserve will be determined. Councilman Burnette supported declaring it surplus. Councilman Ford agreed with Mayor Green to have a rolling fund for revitalizing US 1. Ms. Roberts will bring back a resolution for surplus property and the City Manager will move forward with appraisals.

22. City Manager Comments

Mr. Johansson advised Council that Staff has done research for others in the situation as those citizens who have complained of large water bills due to leaks, etc. Staff has handled those accounts in accordance with City policies and codes. He advised that he is unable to waive fees and/or costs. He is following the code as approved by Council but there are several who still cannot pay.

L. COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

a. Port Orange/South Daytona Chamber of Commerce – Councilman Burnette advised that the "Doing Business with Port Orange" is scheduled for Thursday, October 29, 2015 at 8:00 a.m. He asked all to invite those interested. Business after hours is next month at the YMCA.

b. Arthaus – Councilman Burnette reported on the sidewalk art festival from Family Days.

c. Roundtable of Elected Officials – Mayor Green reported on the discussions regarding homelessness, water, transportation, and beach driving. They would like to set up training.

ADJOURNMENT: 8:25 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
OCTOBER 27, 2015

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

Pledge of Allegiance

Silent Invocation

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

Port Orange City Council Rules of Procedure as approved by City Council on December 2, 2014, page 3, letter e. and #9 (a-e) were read by Robin Fenwick, City Clerk.

DISCUSSION ITEMS

4. City Center Landscaping

Mayor Green received compliments regarding landscaping throughout the City but has also received complaints on City Center landscaping.

Branford Adumuah, Public Works Director, believes the landscaping in City Center Complex is a draw. He asked Council for their expectations as to level of service, tree protection, etc. He believes irrigation is needed in areas and grass is needed in other areas. Additional funding was requested in the budget for FY16 and was approved. Steve Edgar is the City's forester and suggested protection for the trees, shade coverings, among other options for beautifying the complex. Mr. Adumuah asked Council for direction as to their expectations. He will provide a design based on the resources available.

Jake Johansson, City Manager, has received input from builders of subdivisions. He believes it can be downsized to make the complex look better for less money. He asked Council to provide an outcome of what they would like it to look like and he will ask the experts to provide design options.

Councilman Stiltner wants to meet all codes as is expected from our builders and citizens. He is looking for a quality City complex that makes a statement for the business owners and homeowners. Less is more. He's not looking for quantity. He believes the leaves in the parking lot should be sucked out rather than blown around. He doesn't believe the established trees need individual water sources. Mr. Johansson agrees with getting the City's facilities and properties in order so that we lead by example. Staff is working on those items.

Vice Mayor Bastian agreed; he'd like to see Disney-like landscaping but knows the budget limitation. He wants minimal maintenance and more tidiness. Simple, weed-free, tidy landscaping is his goal.

Councilman Burnette doesn't like the peanut grass. There is no curb appeal in the complex. He doesn't think a lot of plantings are needed. He doesn't want to spend a lot of money but wants to maintain it.

Councilman Ford agreed with the need for a plan. He'd like to see seasonal plantings off of Dunlawton and Clyde Morris. The Oak trees will support Formosa azaleas. They are low maintenance and grow great under Oak trees. He'd like to start small and move up as necessary. Oak leaves are good mulch.

Council agreed to begin with the entry areas. Staff will bring some options for Council to discuss.

Mr. Adumuah advised that funds have been approved for a landscape architect.

5. Fluoride Treatment Discussion

Andrew Neff, Public Utilities Director, assured the public that there is nothing wrong with the City's water system. The addition of fluoride in the water is a choice Council made several years ago. He introduced Dr. Steve Duranceau, who is an expert in water treatment. He is a neutral party in this discussion.

Dr. Duranceau said there is natural fluoride in all drinking water in the Central Florida area. Ten states mandate fluoridation while others do not allow it. It is strictly a community decision.

Councilman Ford wants to hear the opposition to fluoride additives. Dr. Duranceau discussed some of the anti-fluoride positions. Scientific evidence has changed over the years and 0.7 is the standard. The debates will continue. The community needs to make the decision.

Councilman Burnette has heard a lot of experts who are in favor of adding fluoride to the water. He asked for 2-3 cons from Dr. Duranceau. Dr. Duranceau said it is always about the money. Citizens don't like using taxpayer monies to add fluoride. He also said a con from the public is the belief that fluoride is a medication when in reality it is a

mineral. The third con is the fear of the unknown by the public. Councilman Burnette said this chemical is only one of several put in the water to meet the quality levels. He believes it can help with the less fortunate for tooth decay. He suggested letting the citizens decide through a referendum.

Vice Mayor Bastian asked Dr. Duranceau to discuss fluoride in mouthwashes and toothpaste. Dr. Duranceau said the need for fluoride is there for those who can't go to a dentist. The smallest systems throughout Florida do not fluoridate because of the costs.

Councilman Stiltner thanked Dr. Duranceau for discussing this with Council and the public. He asked if fluoride has any effect on different medications that citizens may be taking. Dr. Duranceau said studies have been shown to have effects on animals but studies have not been done on humans.

Mike Gardner, citizen, doesn't believe he should have to filter out additives that the City is putting into the water.

Jill Jenkins, citizen, is concerned that the City is deciding what to add to the water she drinks. She wants to make her own decisions for her family.

Ted Nofall, citizen, is concerned that no experts have been presented against the issue. He asked Dr. Duranceau questions regarding fluoride in toothpaste and mouth wash.

Mr. Johansson asked for help finding experts against adding fluoride to the water.

Council thanked Dr. Duranceau for his time.

6. 2016 Legislative Priority List

Mr. Johansson provided details of the priority list given to Senator Hukill. The projects included drainage, parks services west of I-95, land preservation, and transportation infrastructure. He asked for direction on the drainage projects listed.

Mayor Green asked if there are any "shovel ready" projects. Alan Rosen, Assistant City Manager, said there were three projects approved in the budget but the State moved their timelines up.

Councilman Ford asked to add funds for protection of the lagoons/rivers that may help with flooding as well. Mayor Green said it has been discussed at the Roundtable meetings. There are more meetings coming up.

Council agreed with the list. They want focus on drainage issues and stressed the importance of "shovel-ready" projects. Mr. Johansson will come back to Council if funding is needed to get these projects "shovel-ready". Council asked the City Manager

to bring back a strategy to accomplish a sports complex with the colleges to include a sports medicine program/center.

7. Legislative update and discussion of proposed action regarding transportation right of way expenses and the relocation of utilities in the right of way

Matt Jones, Assistant City Attorney, discussed the update in the legislature regarding transportation right of way expenses and the relocation of utilities in the right of way. There was a change away from the expenses being borne by the City. The League of Cities and Staff are watching the action closely and will act quickly when needed.

Council agreed.

ADJOURNMENT: 8:34 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/03/2015

Consent item: Yes

SUBJECT: City cost participation request from Gatlin Development Company for Palmetto Pointe Marketplace for water system extension and improvements

DEPARTMENT: Public Utilities

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 1 - Develop shovel ready projects in preparation for funding opportunities

RECOMMENDED MOTION: Move to approve City cost participation with Gatlin Development Company in an amount not to exceed \$31,948.00, and to authorize the Mayor and City Clerk to execute all required contract documents as provided by the city attorney.

SUMMARY: The Gatlin Development Company and engineering team for Palmetto Pointe Marketplace have been working diligently with Public Utilities Staff to improve the water distribution system within the vicinity of this project. Palmetto Pointe is proposing to install a new 12" water main between Clyde Morris Boulevard and approximately 180 feet East of Tradewinds Lane along Madeline Avenue. City Staff is requesting the developer to extend the 12" water main from East of Tradewinds Lane to Clyde Morris Boulevard at approximately 680 linear feet and to connect to the existing water main at Tradewinds Lane.

These improvements will provide better east-west looping of the potable water system, increasing reliability of the potable water distribution system. This will help eliminate the dead ends in the system where potable water can stagnate and affect the quality of the water.

Public Utilities staff has evaluated the Palmetto Pointe Marketplace's engineering cost estimate and found the estimate is in line with current industry pricing within our area. Staff is recommending approval of this City cost participation request per Land Development Code Chapter 11, Section 6 in the amount not to exceed \$31,948.00.

Project No.: UCP001 Funding Account No.: 40508005336397

ATTACHMENTS:

1. Palmetto Pointe Marketplace Request	Palmetto Pointe Marketplace Cost Participation Request (092115).pdf
2. City Policy	Section 6 City cost participation in infrastructure improvements..pdf

Wiggins, Julia	Created/Initiated - 10/05/2015
Wilson, Rick	Approved - 10/05/2015
Neff, Andrew	Approved - 10/09/2015
Riehm, Tracey	Approved - 10/15/2015
Roberts, Margaret	Approved - 10/29/2015
Johansson, M. Jake	Final Approval - 10/29/2015

September 21, 2015

Andrew Neff, P.E.
Public Utilities Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32127



Re: Palmetto Pointe Marketplace
SE Quadrant of Clyde Morris Blvd and Madeline Avenue, Port Orange, FL
Cost Participation in Infrastructure Improvement Request

Dear Mr. Neff:

Gatlin Development Company is planning to construct a retail shopping center located in the SE Quadrant of Clyde Morris Blvd and Madeline Avenue, Port Orange, FL. During the engineering review of this project the City notified the applicant that a water main did not exist along the project's frontage on Madeline Avenue, although it was planned for in the future by the City as indicated by stub connections at Clyde Morris Blvd, Tradewinds Drive and Bruner Road. The applicant has agreed to construct a 12" water main along the southern R/W of Madeline Avenue to connect the previously-mentioned stubs at the proposed northeast corner of the Wal-Mart building and complete the water distribution system. Public Utilities has reviewed the design and had no comments. The cost to construct these improvements is \$68,767.00 (see detailed cost estimate attached).

We are requesting cost participation by the City in the amount of \$31,948.00 as shown in the "City Share" column on the attached detailed cost estimate. We are requesting the participation in the form of a cash reimbursement.

If you have any questions or require additional information, please feel free to give us a call.

Sincerely,

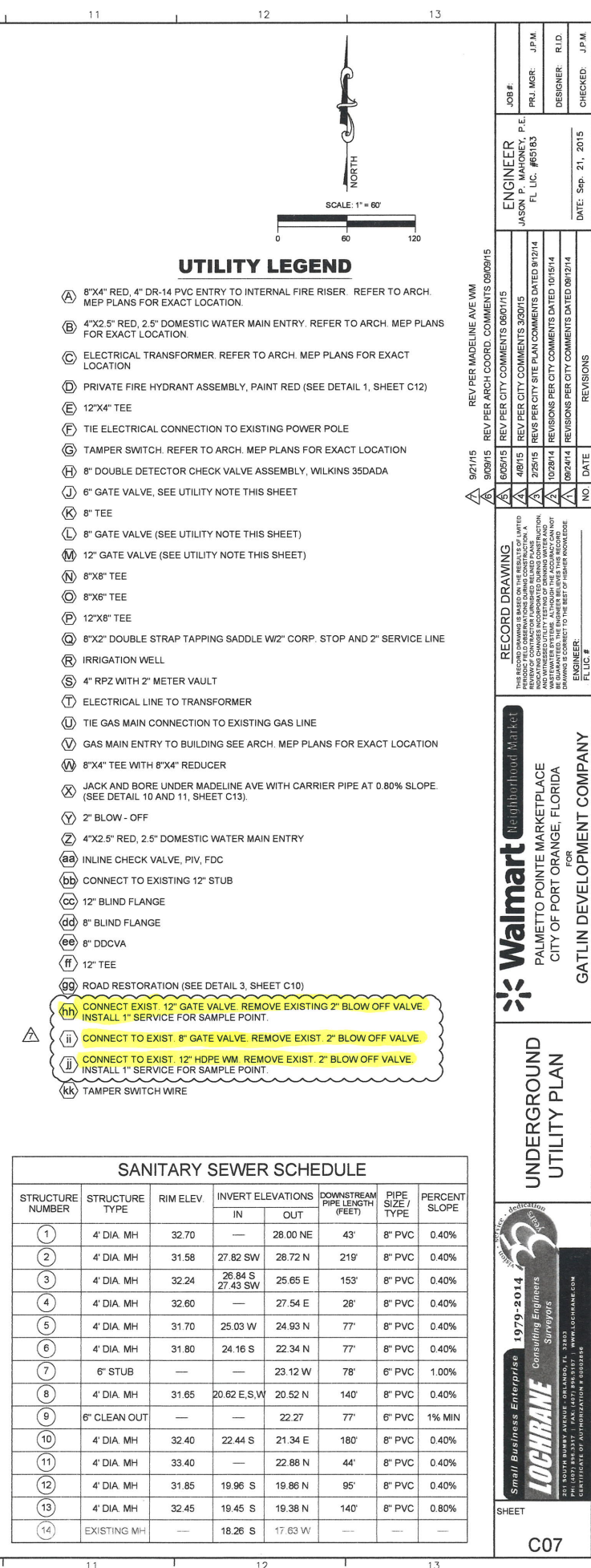
LOCHRANE

A handwritten signature in blue ink that reads 'J.P. Mahoney'.

Jason P. Mahoney, PE
Division Manager

Palmetto Pointe Marketplace
12" Water Main Extension on Madeline Avenue
based on Plans dated 9/21/15

Description	Developer's Quantity	City's Quantity	Total Quantity	Units	Unit Cost	Developer's Share	City's Share	Total
12" PVC	528	680	1208	LF	\$ 38.00	\$ 20,064.00	\$ 25,840.00	\$ 45,904.00
8" PVC	0	13	13	LF	\$ 26.00	\$ -	\$ 338.00	\$ 338.00
12" GV	2	0	2	EA	\$ 2,800.00	\$ 5,600.00	\$ -	\$ 5,600.00
8" GV	1	0	1	EA	\$ 1,860.00	\$ 1,860.00	\$ -	\$ 1,860.00
1" Service (Sample Point)	2	0	2	EA	\$ 2,100.00	\$ 4,200.00	\$ -	\$ 4,200.00
12"x8" Tee	0	1	1	EA	\$ 675.00	\$ -	\$ 675.00	\$ 675.00
12" Connection at Bruner	1	0	1	LS	\$ 1,420.00	\$ 1,420.00	\$ -	\$ 1,420.00
8" Connection at Tradewinds	0	1	1	LS	\$ 1,420.00	\$ -	\$ 1,420.00	\$ 1,420.00
Remove 2" Blowoff Assembly	1	1	2	EA	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 2,100.00
Sub Total								\$ 63,517.00
Engineering	0.5	0.5	1	LS	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Asbuilt Survey	0.5	0.5	1	LS	\$ 1,250.00	\$ 625.00	\$ 625.00	\$ 1,250.00
Grand Total						\$ 36,819.00	\$ 31,948.00	\$ 68,767.00



SANITARY SEWER SCHEDULE							
STRUCTURE NUMBER	STRUCTURE TYPE	RIM ELEV.	INVERT ELEVATIONS		DOWNSTREAM PIPE LENGTH (FEET)	PIPE SIZE / TYPE	PERCENT SLOPE
			IN	OUT			
①	4' DIA. MH	32.70	—	28.00 NE	43'	8" PVC	0.40%
②	4' DIA. MH	31.58	27.82 SW	28.72 N	219'	8" PVC	0.40%
③	4' DIA. MH	32.24	26.84 S 27.43 SW	25.65 E	153'	8" PVC	0.40%
④	4' DIA. MH	32.60	—	27.54 E	28'	8" PVC	0.40%
⑤	4' DIA. MH	31.70	25.03 W	24.93 N	77'	8" PVC	0.40%
⑥	4' DIA. MH	31.80	24.16 S	22.34 N	77'	8" PVC	0.40%
⑦	6" STUB	—	—	23.12 W	78'	6" PVC	1.00%
⑧	4' DIA. MH	31.65	20.62 E,S,W	20.52 N	140'	8" PVC	0.40%
⑨	6" CLEAN OUT	—	—	22.27	77'	6" PVC	1% MIN
⑩	4' DIA. MH	32.40	22.44 S	21.34 E	180'	8" PVC	0.40%
⑪	4' DIA. MH	33.40	—	22.88 N	44'	8" PVC	0.40%
⑫	4' DIA. MH	31.85	19.96 S	19.86 N	95'	8" PVC	0.40%
⑬	4' DIA. MH	32.45	19.45 S	19.38 N	140'	8" PVC	0.80%
⑭	EXISTING MH	—	18.26 S	17.63 W	—	—	—

 Walmart Neighborhood Market	UNDERGROUND UTILITY PLAN PALMETTO POINTE MARKETPLACE CITY OF PORT ORANGE, FLORIDA		RECORD DRAWING THIS RECORD DRAWING IS BASED ON THE RESULTS OF LIMITED EXCAVATION AND SURVEYING OF CONTRACTOR UNBURIED LINES AND UTILITIES. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION AND WITH THESE LIMITATIONS, THE RECORD DRAWING IS NOT TO BE GUARANTEED. THE ENGINEER BELIEVES THE RECORD DRAWING IS CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.		REV PER CITY COMMENTS 06/01/14 REV PER ARCH COMMENTS 06/01/14 REV PER CIVIL COMMENTS 06/01/14 REV PER SITE COMMENTS 06/01/14 REV PER PERM COMMENTS 06/01/14		ENGINEER JASON P. MAHONEY, P.E. FL LIC. #65183		JOB # PRJ MGR: DESIGNER: CHECKED: DATE: Sep. 21, 2015	
	DATE: _____ FLIC # _____		REVISIONS DATE REVISIONS		REVISIONS PER CITY COMMENTS DATED 06/01/14 REVISIONS PER CITY COMMENTS DATED 06/01/14 REVISIONS PER CITY COMMENTS DATED 06/01/14 REVISIONS PER CITY COMMENTS DATED 06/01/14		REVISIONS PER CITY COMMENTS DATED 06/01/14 REVISIONS PER CITY COMMENTS DATED 06/01/14 REVISIONS PER CITY COMMENTS DATED 06/01/14 REVISIONS PER CITY COMMENTS DATED 06/01/14		REVISIONS PER CITY COMMENTS DATED 06/01/14 REVISIONS PER CITY COMMENTS DATED 06/01/14 REVISIONS PER CITY COMMENTS DATED 06/01/14 REVISIONS PER CITY COMMENTS DATED 06/01/14	

Section 6: - City cost participation in infrastructure improvements.

The city may participate at the sole discretion of the Port Orange City Council in the cost of constructing certain upsized improvements as provided in this section and as identified in the city's master utility plan. For purposes herein, "upsized improvements" shall not include those improvements required under sections 3(b)(2), 4(b)(2), or 5(b)(1) and (2) of this chapter, unless the improvements required therein necessitate additional pipe size or depth.

- (a) Amount and form of cost participation. The amount of city's cost participation that may be considered shall be limited to the amounts described in subsection (c) of this section. The cost participation shall be in the form of cash reimbursement, impact fee credits, or a combination of the two, at the sole discretion of the city council.
- (b) Procedure. The following conditions shall be met prior to receipt by the developer of the cash reimbursement or impact fee credits as described in subsection (a) of this section:
 - (1) Review of utility and drainage concept design. Before undertaking the construction of upsized improvements, the developer shall submit to the appropriate department a utility and drainage concept design showing all improvements required under this chapter and complying with any additional requirements of this chapter.
 - (2) Verification/support of construction costs. The developer shall verify or support the amounts submitted to the city for cost participation by obtaining and submitting to the city either of the following:
 - (a) At least three signed and dated bids for the construction work entailed in constructing the upsized improvements from reputable contractors, qualified and capable of performing the work; or
 - (b) If the developer enters into a negotiated contract for the construction work that includes the upsized improvements, a copy of the initial and final contract prices and a cost estimate prepared, signed, and sealed by the engineer of record; and
 - (c) The developer's submittal shall itemize the costs for the various upsized improvements in such a manner that a calculation of the amount of the city's cost participation may readily be made.
 - (3) Review and recommendation. The appropriate department shall review the verification/support of construction costs submitted by the developer to ensure that the submission complies with all requirements of paragraph (1) of this subsection. The appropriate department shall forward a written recommendation to the city council as to the appropriate sum to be paid under the cost participation program and a request to encumber cost participation funds.
 - (4) Award by city council. Upon receipt of the appropriate department's recommendation and any other appropriate information, the city council shall determine the amount and form of cost participation based on the applicable provisions of this chapter. Any cost participation request for city funds must be submitted for consideration prior to or concurrently with the final development plan or development order approval by the city. In order to be eligible to receive reimbursement via a city cost participation purchase order, the applicant shall be required to complete the construction of the city improvement including providing as-built drawings per city standards and any necessary easement documents. In addition, the final pay request must be received by the city within one year following city council approval of the initial funding request. Any development order extension on the project shall not automatically provide any additional time on the city cost participation request.
 - (5) [Special considerations.] Should conditions arise that the applicant believes warrants special consideration for late reimbursement or a time extension for construction completion, then the applicant shall be required to submit another separate city cost

participation request to the city manager or his designee stating the reason for the consideration of the time extension.

- (6) [Disbursement of funds.] Disbursement of the funds shall be subject to final inspection of the related improvements, receipt of as-built drawings per city standards, receipt of all necessary related easement and release of lien documents and acceptance of the related improvements.
- (c) Costs subject to reimbursement by city. The following types of construction costs shall be subject to cost participation in the following amounts, in accordance with the provisions of this section. For purposes herein, "construction cost" shall include a proportionate share of the city's costs for activities such as design, engineering or surveying work made in preparation of the construction work involved however, administrative or indirect costs such as attorneys' fees or the developer's own administration of the construction contract under which the upsized improvements are to be constructed shall not be included or considered.
 - (1) Water mains—Oversizing of water mains. The city shall only pay for the upsizing of a water main if the required water main is greater than eight inches in diameter. Where the city requires a water main to be sized over eight inches in diameter, but the minimum service levels required by this code can be satisfied for the development using a water main of eight inches in diameter or less, upon approval of the city council, the city shall pay the amount of the difference in construction costs between the eight inch diameter line and the larger diameter required by the city.
 - (2) Sewage collection facilities.
 - (a) Oversizing of sewer mains. Where the city requires a sewer main to be sized over eight inches in diameter, but the minimum service levels required by this code can be satisfied for the development using a sewer main of eight inches in diameter, upon approval of the city council, the city shall pay for the amount of the difference in construction costs between an eight-inch-diameter line and the diameter required by the city.
 - (b) Additional cut depth. Where the city requires depth on sewer mains, manholes, or lift stations in excess of the depth required to serve the development (including all phases), upon approval of the city council, the city shall pay for the additional construction costs associated with the increased depth.
 - (c) Additional lift station capacity. Where the city requires additional wet well diameter or mechanical pumping equipment of greater capacity than that necessary to serve the project, upon approval of the city council, the city shall pay for the difference in construction costs between the facilities necessary to provide service to the development and those required to be installed by the city.
 - (d) Oversizing of force mains. Where the city requires a sewer force main to be sized over six inches in diameter, but the minimum service levels required by this code can be satisfied for the development using a sewer force main of six inches in diameter, upon approval of the city council, the city shall pay for the difference in construction costs between a six-inch diameter line and the diameter required by the city.
 - (3) Reclaimed water mains—Oversizing of reclaimed water mains. The city shall only pay for upsizing a reclaimed water main if the reclaimed main is required to be greater than six inches. Where the city requires a reclaimed water main to be sized over six inches in diameter, but the minimum service levels required by this code can be satisfied for the development using a reclaimed water main of six inches in diameter or less, upon approval of the city council the city shall pay for the difference in construction costs between the six inch diameter line and the larger diameter required by the city.
 - (4) Drainage facilities. The city shall not pay for any drainage facility required for the development. This includes culverts and bridges for roads, driveways, and sidewalks which

cross existing or proposed swales, ditches or canals. The city shall not pay for the construction of drainage facilities designed to accommodate the normal existing or natural flows from off-site watersheds. Where the city requires drainage facilities to be increased in capacity to alleviate existing development related drainage problems and flows not normally anticipated under stormwater management requirements, upon approval of the city council, the city shall participate in the costs of constructing the increase in capacity above the normally anticipated flows.

- (5) Other infrastructure improvements. The city shall pay for its proportionate share of all other infrastructure improvements as approved by the city council for upsizing greater than the minimum service levels.

(Ord. No. 1991-20, 8-27-91; Ord. No. 1993-58, 1-18-94; Ord. No. 1995-43, § 59, 12-19-95; Ord. No. 1999-6, § 21, 2-23-99; Ord. No. 2008-40, § 1, 12-9-08)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/03/2015

Consent item: Yes

SUBJECT: FY2016 Spending Authorization to the Amended and Restated Agreement for Services with Danus Utilities, Inc.

DEPARTMENT: Public Utilities

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 4 - Enhance the infrastructure maintenance programs in order to extend the full life of capital investments

RECOMMENDED MOTION: Move to approve FY2016 Spending Authorization under Extension No. 2 to Amended and Restated Agreement for Services with Danus Utilities, Inc. in an amount not to exceed \$50,000; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On July 21, 2015, Council approved Extension No 2 to the Amended and Restated Agreement for Services with Danus Utilities, Inc. for sanitary sewer rehabilitation services, piggybacking the terms of the Contractor's agreement with the City of Clermont. On January 8, 2013, the City and Danus entered into an Amended and Restated Agreement for Services, clarifying the terms of the October 18, 2011 Agreement. (The 2011 Agreement and 2013 Amended Agreement is collectively referred to as the "Agreement.") The Agreement provides for an initial three year term expiring on July 11, 2014, with three optional one-year renewals thereafter. Further, the Agreement provides that services shall be performed pursuant to periodic written Task Authorizations.

Danus Utilities, Inc. has been providing reliable, satisfactory services for rehabilitation of various manholes/wetwells and other sanitary sewer rehabilitation items. The Public Utilities Department is requesting spending authorization for FY2016 in an amount not to exceed \$50,000 and services will continue to be provided pursuant to periodic written Task Authorizations as set forth in the Contract.

Project No.: URH001 Funding Account No.: 40104005366397

ATTACHMENTS:

1.	Ext No 2 to Amended and Restated Agreement for Services	Danus Utilities - Extension No 2 to Amended and Restated Agreement - 7-21-15.pdf
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Wilson, Rick	Approved - 10/12/2015
Neff, Andrew	Approved - 10/12/2015
Riehm, Tracey	Approved - 10/15/2015
Roberts, Margaret	Approved - 10/26/2015
Johansson, M. Jake	Final Approval - 10/29/2015

EXTENSION NO. 2 TO AMENDED AND RESTATED AGREEMENT FOR SERVICES

THIS EXTENSION NO. 2 TO AMENDED AND RESTATED AGREEMENT FOR SERVICES ("Extension") is made and entered into this 21 day of July, 2015 by and between the **City of Port Orange, Florida**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Danus Utilities, Inc.**, a Florida corporation with its principal place of business at 4133 Saddle Club Drive, New Smyrna Beach, Florida 32168 ("Contractor"), and hereinafter collectively referred to as the "Parties."

WHEREAS, on October 18, 2011, the Parties entered into an Agreement for Services for sanitary sewer rehabilitation services, piggybacking the terms of the Contractor's Agreement with the City of Clermont (the "2011 Agreement"); and

WHEREAS, the 2011 Agreement provides for an initial term of three (3) years, commencing on July 12, 2011 and continuing until July 11, 2014, unless terminated as provided therein, and further provides for three (3) optional one-year renewals upon mutual agreement of the Parties thereto, unless authorized by the City Council for additional extensions; and

WHEREAS, on January 8, 2013, the Parties entered into an Amended and Restated Agreement for Services, clarifying the terms of the 2011 Agreement (the "2013 Amendment"); and

WHEREAS, on July 12, 2014, the Parties entered into Extension No. 1 to Amended and Restated Agreement for services, exercising the first option to renew the 2011 Agreement for a one (1) year period commencing on July 12, 2014 and expiring at midnight on July 11, 2015; and amended the 2011 Agreement to provide for public records compliance pursuant Florida State Statue; and

WHEREAS, the Parties desire to exercise the second option to renew the 2011 Agreement for a one (1) year period commencing on July 12, 2015 and expiring at midnight on July 11, 2016; and

WHEREAS, the City Council has determined that the execution of this Extension 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. Notwithstanding the date of execution by the City and Contractor, the term of this Agreement is hereby extended for one (1) year, commencing on July 12, 2015 and expiring at midnight on July 11, 2016.
2. All other terms and conditions of this Agreement shall remain in full force and effect.
3. This Extension 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 Extension shall be deemed valid as if an original signature was delivered. No agreement shall be formed between Contractor and the City until the City signs this Extension.

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

Witnesses:

DANUS UTILITIES, INC.

Tad Derr
Printed Name: Tad Derr

By: [Signature]
Dan J. Pardus, President

Alecia Colian
Printed Name: Alecia Colian

Date: 07/20/15

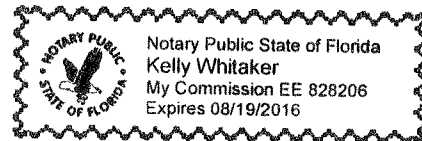
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21st day of July, 2015, by Dan J. Pardus, as President of Danus Utilities, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

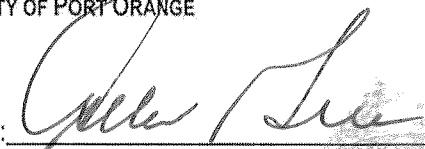
Kelly D. Whitaker
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE


Printed Name: Barbara J. Abbate

By: 
Allen Green, Mayor

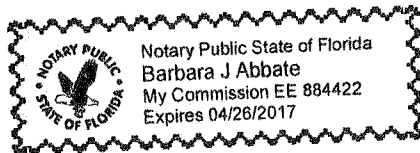

Printed Name: FRAN GOSNELL

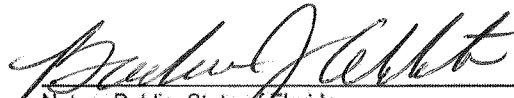
Attest: 
Robin L. Fenwick, CMC, City Clerk

Date: 7/21/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21 day of July, 2015, by Allen Green and Robin L. Fenwick, as Mayor and City Clerk, respectively, of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who are personally known to me.




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

[CA1255]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/03/2015

Consent item: Yes

SUBJECT: Change Order No 1 to the Standard Contract for Services with HD Supply Waterworks, LP, d/b/a HD Supply Waterworks, dated July 13, 2015

DEPARTMENT: Public Utilities

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION:

Move to approve Change Order No 1 to the Standard Contract for Services with HD Supply Waterworks, LP d/b/a HD Supply Waterworks, dated July 13, 2015; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY:

On July 13, 2015 the City entered into a Standard Contract for Services with HD Supply Waterworks, LP d/b/a HD Supply Waterworks for the purchase of Inframap Software, installation and training services. This software supports the Field Operations Valve Exercising Program to log data and will track the progress of the program. Additional time is needed to allow for training of new staff recently hired.

Change Order No 1 is to provide for a 30 day final completion date extension. This will move the Final Complete date from October 31, 2015 to November 30, 2015. This additional time extension does not require a cost increase.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Change Order No 1 Doc's	CO#1 doc's signed by vendor.pdf
2.	Extension Request from Vendor	infraMap Ext.doc
3.	Standard Contract for Services	Standard Contract for Services - fully executed.pdf

Wiggins, Julia
Wilson, Rick

Created/Initiated - 10/12/2015
Approved - 10/12/2015

Neff, Andrew
Roberts, Margaret
Johansson, M. Jake

Approved - 10/21/2015
Approved - 10/26/2015
Final Approval - 10/29/2015

CHANGE ORDER NO. 1

To the Standard Contract for Services, dated July 13, 2015
HD Supply Waterworks, LP d/b/a HD Supply Waterworks, Contractor

Project: Inframap Software, installation and training services

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 22,651.55	Original Contract Times Substantial Completion: ____ days Final Completion 110 days (October 31, 2015)
Net changes from previous Change Order: \$ 0	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: \$ 22,651.55	Contract Completion Date prior to this Change Order: Final Completion: October 31, 2015
Net Increase (decrease) of this Change Order No 1: \$ 0	Changes in contract time requested this Change Order No. 1 : (Requires Council Approval) 30 days
Contract Price with all approved Change Orders: \$ 22,651.55	Contract Times with all approved Change Orders: Final Completion: November 30, 2015

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover the work to be performed under the Standard Contract for Services entered into by and between parties on July 13, 2015.
- II. REQUIRED CHANGES: To provide necessary to provide for an additional 30 days to the final complete date. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Change Order No 1 is necessary to move the final complete date from October 30, 2015 to November 30, 2015--an additional 30 days. The Field Operations division has added several new employees needing additional field training time on this equipment. This is not cost increase associated with this request.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Agreement for Construction subject to a limit up to but not to exceed **Twenty-two Thousand Six Hundred fifty-one dollars and fifty-five cents (\$22,651.55)**. 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.

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:

GRAEME GARDINER

Department Project Manager

By: _____

Graeme Gardiner, Field Ops Manager

Date Signed: _____

RECOMMENDED BY:

City's Representative

By: _____

Printed Name

Title: _____

Date Signed: _____

ACCEPTED BY:

HD SUPPLY WATERWORKS, LP

D/B/A HD SUPPLY WATERWORKS,

CONTRACTOR

By: _____

David Bryant, Branch Manager

Date Signed: 10/12/15

RECOMMENDED BY:

Engineer of Record

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

APPROVED BY:

CITY OF PORT ORANGE

Department Head

By: Andrew Neff
Andrew Neff, Public Utilities Director

Date Signed: 10/19/2015

City Manager

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

Date Signed: 10/19/2015

If Council approval is required:

Affirmed:

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____



Paul Thomas
590 Ferguson Dr.
Orlando, FL 32805

October 12, 2015

Dear Mrs. Wiggins,

HD Supply and InfraMap would like to request that the contract be extended for training through November 30, 2015. This should allow ample opportunity for all employees to be on board and get factory training as promised.

Thanks,

Paul Thomas
Sales Representative
HD Supply Waterworks, Ltd



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 13 day of July, 2015, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and HD SUPPLY WATERWORKS, LP, d/b/a HD SUPPLY WATERWORKS, a Minnesota corporation, whose principal address is 3100 Cumberland Blvd., Suite 1700, Atlanta, Georgia 30339 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with Inframap software, installation and training services, more specifically described in Exhibit "1," attached hereto.
- (b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the last date this Contract is signed by the Parties and shall continue until October 31, 2015 (the "Initial Term").

Manner and Place: As outlined in Exhibit "1," in accordance with and in a manner as required by all current federal, state, county ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for the purchase order issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of Inframap software, installation and training services or require the City to place any orders for an Inframap software, installation and training services. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written purchase order issued and executed by an authorized agent of the City of Port Orange.

2. City Obligations. The City agrees to compensate Contractor at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Twenty-Two Thousand Six Hundred Fifty-One and 55/100 Dollars (\$22,651.55). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Public Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

5. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

6. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

7. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

8. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records 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.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

9. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor 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	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contractor work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
	<u>Additional Coverage:</u>	Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Installation Floater- Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
	<u>Additional Coverage:</u>	Buildings- Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as Inured ALMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

11. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

12. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

13. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida

Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

14. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

15. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

16. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

17. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full

written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

18. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

19. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

20. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

21. Controlling Law. THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

22. Additional Provisions. As may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

23. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained

herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

24. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Andrew Neff, Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: HD Supply Waterworks, LP d/b/a HD Supply Waterworks
Attention: Joseph J. DeAngelo, President
3100 Cumberland Blvd., Suite 1700
Atlanta, Georgia 30339

15800 West 79th Street
Eden Prairie, Minnesota 55344
(952) 937-9666 – Telephone
(952) 937-8065 – Facsimile

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

25. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

James H. Page

Printed Name: James H. Page

Charles R. Smith III

Printed Name: CHARLES R. SMITH III

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 9 day of July, 2015, by David Bryant, as Branch Manager of HD Supply Waterworks, LP d/b/a HD Supply Waterworks, a Minnesota corporation, and who:

(Notary: Please select one)

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

HS SUPPLY WATERWORKS, LP
d/b/a HD SUPPLY WATERWORKS

By: David Bryant

Printed Name: David Bryant

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: 7/9/15

Walton Cobb

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



WALTON COBB
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE161800
Expires 3/16/2016

Witnesses:

CITY OF PORT ORANGE

Cynthia K. Rivera
Printed Name: Cynthia K. Rivera

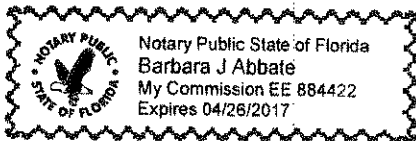
By: David T. Harden
David T. Harden, Interim City Manager

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 7/13/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13 day of July, 2015, by David T. Harden, as Interim City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Witnesses:

Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

ATTEST:

Barbara J. Abbate
Printed Name: Barbara J. Abbate

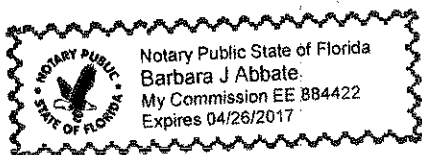
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Theresa Gutierrez
Printed Name: Theresa Gutierrez

Date: 7/13/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13 day of July, 2015, 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.



[CA 4909]

Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



1830 Craig Park Court
St. Louis, MO 63146

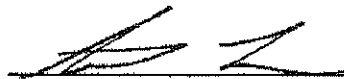
**CERTIFICATE OF AUTHORITY
(Branch Managers/District Managers)**

Name of Company: HD Supply Waterworks, Ltd., a Florida limited partnership
Reference: Contracts, Bids and Related Matters
Date: May 21, 2014

THE UNDERSIGNED DOES HEREBY CERTIFY that I am an Officer of HD Supply GP & Management, Inc., a Delaware corporation and the general partner of HD Supply Waterworks, Ltd., a Florida limited partnership; as the general partner, HD Supply GP & Management, Inc. is authorized to sign on behalf of HD Supply Waterworks, Ltd. As an Officer, I am authorized to make and deliver this certificate. I do hereby designate each of the Branch Managers and District Managers of HD Supply Waterworks, Ltd. as my designees, and authorize each of them acting either alone or together to execute and deliver, or cause to be executed and delivered, any and all bids and offers for furnishing materials and/or services, including related non-disclosure agreements, supply agreements, distributor agreements, purchase orders and similar agreements, provided that the annualized bid or contract price is not in excess of \$400,000 (the "Documents"), and to take or cause to be taken any and all actions in connection therewith as such individual or individuals may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken. Further, I hereby ratify and approve all previous actions taken with respect to the execution and delivery of such Documents in the name of and on behalf of the company.

The authorization hereunder is effective as of the date hereof, and shall continue until the earlier of the undersigned's revocation of such authorization in writing, or the last date of the applicable employee's employment with the company.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 21st day of May, 2014.


Steve LeClair
President - HD Supply Waterworks, Ltd.



Bid Proposal for infraMAP Software

COPY

City of Norlina
Bid Date: 05/14/2015
HD Supply Bid #: 20593

HD Supply Waterworks
15800 W 79th St
Eden Prairie, MN 55344
Phone: 952-937-9666
Fax: 952-937-8065

Seq# Qty	Description	Units	Price	Ext Price
10	INFRAMAP SOFTWARE			
30 3	INFRAMAP FIELD SOFTWARE	EA	5,058.85	15,176.55
50 1	INFRAMAP INSTALLATION INCLUDES DATA CONVERSION, VERIFICATION, AND INSTALLATION OF SOFTWARE	EA	4,025.00	4,025.00
70 2	INFRAMAP TRAINING - ONE DAY FOR FIELD, ONE DAY FOR OFFICE	DAY	1,725.00	3,450.00
Total				22,651.55

TERMS AND CONDITIONS OF SALE ("Terms")

COP

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Buyer to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 8, 10, 11 and 12.

HD Supply Terms and Conditions of Sale - Rev A0907

EXHIBIT "1"



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/03/2015

Consent item: Yes

SUBJECT: Change Order No 2 to the Standard Contract for Services with Upham, Inc., dated March 18, 2015.

DEPARTMENT: Public Utilities

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION:

Move to approve Change Order No 2 to the Standard Contract for Services with Upham, Inc.; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY:

On March 18, 2015, the City entered into a Standard Contract for Services with Upham, Inc. for the replacement and installation of approximately eleven (11) staff gauges at predetermined augmentation pond and on August 18, 2015, Council approved Change Order No 1 for time extension to allow sufficient time to install the water level gauges.

The work has not been completed. Two gauges require proper reference levels and level indicators which have been ordered. One of those gauges was installed without the proper post material. The vendor has been informed to make the corrections however, additional time is needed to do so. Change Order No 2 provides for an additional 92 days be added to the Final Completion date. This will move the revised Final Complete date from September 30, 2015 to December 31, 2015 to provide time for the contractor to complete the work to city specifications.

The change in date will not require any additional funding.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Change Order No 2	Change Order No 2 - Upham Inc.pdf
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Wiggins, Julia
Wilson, Rick
Neff, Andrew
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 10/27/2015
Approved - 10/27/2015
Approved - 10/27/2015
Approved - 10/29/2015
Final Approval - 10/29/2015

CHANGE ORDER NO. 2
To the Standard Contract for Services dated March 18, 2015
Upham, Inc., Contractor

Project: **Replace and install approximately eleven (11) staff gauges**

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$10,875	Original Contract Times Substantial Completion: days Final Completion 60 days (May 18, 2015)
Net changes from previous Change Order No 1 : \$ 0	Changes in contract time from previous Change Order No 1: 135 days
Contract Price prior to this Change Order: \$10,875	Contract Completion Date prior to this Change Order: Final Completion: September 30, 2015
Net Increase (decrease) of this Change Order No 2: \$0	Changes in contract time requested this Change Order No. 2 : (Requires Council Approval) 92 days
Contract Price with all approved Change Orders: \$10,875	Contract Times with all approved Change Orders: Final Completion: December 31, 2015

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover the work to be performed under the Standard Contract for Services entered into by and between parties on March 18, 2015.
- II. REQUIRED CHANGES: To provide necessary extension to move the Final Completion Date from September 30, 2015 to December 31, 2015. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Change Order No 2 is necessary to add an additional 92 days to the Final Completion date. This will move it from September 30, 2015 to December 31, 2015. The work has not been completed. Two gauges require proper reference levels and level indicators which have been ordered. One of those gauges was installed without the proper post material. The vendor has been informed to make the corrections however, additional time is needed to do so. This change order will be at no additional cost at this time.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Agreement for Construction subject to a limit up to but not to exceed **Ten Thousand Eight hundred Seventy-five dollars no cents (\$10,875.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

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:
TOM TROUTMAN, CHIEF PLANT OPERATOR
Department Project Manager

ACCEPTED BY:
UPHAM, INC.
Contractor

By: 
Tom Troutman, Chief Plant Operator

By: 
Roger W. Strcula, President

Date Signed: 10-28-15

Date Signed: OCT 27, 2015

RECOMMENDED BY:

City's Representative

RECOMMENDED BY:

Engineer of Record

By: _____
Printed Name
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: Andrew Neff
Andrew Neff, Public Utilities Director

Date Signed: 10/28/2015

City Manager

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

Date Signed: 10-28-2015

If Council approval is required:

Affirmed:

By: _____
Printed Name: _____
Title: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/03/2015

Consent item: Yes

SUBJECT: Third Amendment to the Contract for Professional Engineering Services with Kimley-Horn and Associates, Inc. for Site Specific Speed Study Yorktowne Blvd. from Dunlawton Ave. to Boggs Ford Rd.

DEPARTMENT: Community Development

GOAL: 5 - Public Safety

OBJECTIVE: 5.2 - Address traffic management and safety issues

RECOMMENDED MOTION: Move to approve the Third Amendment to the Contract for Professional Engineering Services with Kimley-Horn and Associates, Inc. in the amount of \$15,150, and to authorize the Mayor and City Clerk to execute the Contract Amendment.

SUMMARY: With buildout of development adjacent to the southern extension of Yorktowne Blvd. approaching, a speed study to determine the appropriate speed limit of the road is warranted. The scope of work contained in the Third Amendment provides professional services to conduct an Engineering Traffic Investigation (ETI) Speed Study to identify the appropriate speed limit for Yorktowne Boulevard, from Dunlawton Avenue to Boggs Ford Road.

The City's three engineering firms on continuing contract for this type of service were approached to obtain a proposal for a speed study. Kimley-Horn was the only firm to provide a proposal. The fee of \$15,150 is on the low end of the scale for recent traffic studies according to information obtained from neighboring municipalities.

Project No.: N/A Funding Account No.: 001-1903-515-31-13

ATTACHMENTS:

1.	Amendment No. 3	Amendment No. 3.pdf
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Momberger, Margaret
Clark, Wayne

Created/Initiated - 10/16/2015
Approved - 10/16/2015

Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Approved - 10/22/2015
Approved - 10/29/2015
Final Approval - 10/29/2015

Amendment Number 3
To Contract for Professional Engineering Services for Site Development
Dated November 9, 2010 between
City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS AMENDMENT NO. 3 is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, located at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation registered to transact business in Florida, with its principal place of business located at 3001 Weston Parkway, Cary, North Carolina 27513, (the "Engineer") (collectively referred to herein as the "Parties") this _____ day of _____, 2015.

WHEREAS, Kimley-Horn and Associates, Inc., was selected through a competitive process in accordance with the Consultants Competitive Negotiation Act, F.S. 287.055, as a qualified professional in response to City of Port Orange R.F.S.Q. 2010-06; and

WHEREAS, pursuant to that R.F.S.Q., a Contract for Professional Engineering Services for Site Development was entered into by and between Kimley-Horn and Associates, Inc. and the City of Port Orange, dated November 9, 2010 (the "Contract"), which identifies the Engineer as a North Carolina for-profit corporation registered to transact business in Florida located at 3930 South Nova Road, Port Orange, Florida 32127; and

WHEREAS, on September 5, 2012 the parties entered into an Addendum to extend the term of Contract for an additional two (2) years, commencing on October 1, 2012 and expiring at midnight on September 30, 2014; and

WHEREAS, on December 12, 2012, the Parties entered into Amendment Number 1 to update a design prepared in 2009 for a traffic signal and modify it for an emergency signal with related features at the intersection of Williamson Boulevard and Town West Boulevard, in the City of Port Orange, Florida;

WHEREAS, on April 15, 2014, the Parties entered into Amendment Number 2 to provide that Engineer is a for-profit corporation incorporated under the laws of the State of North Carolina, with its principal place of business at 3001 Weston Parkway, Cary, North Carolina 27513, and an office located at 3660 Maguire Boulevard, Suite 200, Orlando, Florida 32803, and amend the Contract to provide for public records compliance provisions required by Florida Statute, and to describe the scope and description of work for each project with particularity in sequential amendments; and

WHEREAS, on August 27, 2014, the Parties entered into an Extension to extend the term of the term of the Contract for two (2) years, commencing on October 1, 2014 and expiring at midnight on September 30, 2016.

WHEREAS, the Parties desire to amend the Contract to provide for scope and description of work for a site specific speed study and report at Yorktowne Boulevard from Dunlawton Avenue to Boggs Ford Road; and

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

NOW, THEREFORE, in consideration of the terms, conditions, promises, covenants and payments hereinafter set forth, City and Engineer agree as follows:

1. The foregoing premises are true and correct and incorporated herein by reference.
2. Scope of Work: The City and Engineer mutually agree to amend the Contract to provide professional services for a site specific speed study and report for Yorktown Boulevard from Dunlawton Avenue to Boggs Ford Road, in the City of Port Orange, Florida, more specifically described in Exhibit "1" attached hereto.
3. Cost of Work. The City and Engineer agree that the total cost of the work to be performed under this Amendment shall not exceed Fifteen Thousand One Hundred Fifty and 00/100 Dollars (\$15,150.00).
4. No Other Changes. The City and Engineer acknowledge that all other terms, provisions and conditions of the original Contract for Professional Engineering Services for Site Development and any addenda and amendments thereto remain in full force and effect.
5. Contract Construction. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Amendment shall be deemed valid as if an original signature was delivered.
6. Authorization to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties have made and executed this Amendment No. 3 the day and year written above.

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

_____	By: _____
Printed Name: _____	Printed Name: _____
	Title: _____

_____	Date: _____
Printed Name: _____	

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Attest:

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

Date: _____

**CITY OF PORT ORANGE
SITE SPECIFIC SPEED STUDY AND REPORT
YORKTOWNE BLVD. FROM DUNLAWTON AVE. TO BOGGS FORD RD.
SCOPE OF SERVICES AND FEE ESTIMATE
September 21, 2015
(revised October 29, 2015)**

Identification of Project:

Project: Site Specific Speed Study and Report – Yorktown Boulevard from Dunlawton Avenue to Boggs Ford Road

Client: City of Port Orange

Project Understanding

The City would like to conduct an Engineering Traffic Investigation (ETI) Speed Study to identify the appropriate speed limit for Yorktowne Boulevard, from Dunlawton Avenue to Boggs Ford Road.

Scope of Services

Task 1 – Speed Study and Report

Kimley-Horn will conduct data collection within the study area to acquire the following:

- Results of a ball bank indicator safe curve speed study for the curves located on Yorktowne Boulevard from Dunlawton Avenue to Boggs Ford Road.
- Photographs of the existing conditions and existing curves.
- Results of a 24 hour speed count (one location).

Kimley-Horn will document the findings in a report, in accordance with FDOT's *Speed Zoning for Highways, Roads, and Streets*, March 2010. Kimley-Horn will also include a condition diagram and summary of the crash data on the corridor, as provided by the City.

Kimley-Horn will provide a copy of the draft report to City staff for review. Kimley-Horn will attend up to one (1) meeting to discuss the results of the draft report with City staff. Following the meeting, Kimley-Horn will incorporate up to one (1) round of comments from the City and finalize the report.

The final product of this task will be one hard copy and one electronic copy of the report.

Task 2 – Presentation to City Council

To support the City of Port Orange with this task, Kimley-Horn will prepare a presentation summarizing the results of the speed analysis. Kimley-Horn will submit a draft copy of the presentation to City staff which is anticipated to include the following:

- Speed distribution curves
- Photos of existing conditions
- Straight Line Diagram showing speeds along the corridor for four sections (three curves and one straight section).

Kimley-Horn will incorporate up to one (1) round of comments from the City and finalize the presentation. Kimley-Horn will attend up to one (1) City Council Meeting to present the findings of the study.

The final product for this task will be a presentation to the City Council and an electronic copy of the final presentation.

Task 3 – Expenses

Expenses will include in-house duplicating, local mileage, express mail and other incidental project expenses incurred during the course of the project. Expenses will also include a 24 hour speed count to be conducted by a subconsultant.

Assumptions

The following assumptions were made in preparation of the above scope:

1. City will provide written review comments 1 week prior to review meetings.
2. City will provide copies of available documents within 1 week of request.
3. The City will provide the following data and documents:
 - a. Available accident and citation data from the Police Department.
 - b. Plans which are detailed enough for Consultant's preparation of a Straight Line Diagram.

Schedule

Kimley-Horn will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule. A draft report is anticipated to be provided to the City within 30 days of NTP.

Method of Compensation

The Engineer will complete the above scope of services for a lump sum fee of \$15,150 inclusive of expenses. Invoicing will be on a billed on a percent complete basis per task. A breakdown of fee by task is as follows:

<i>Task</i>	<i>Description</i>	<i>Lump Sum Fee</i>
Task 1	Speed Study and Report	\$9,950
Task 2	Presentation to City Council	\$3,250
Task 3	Expenses	\$1,950
Total:		\$15,150

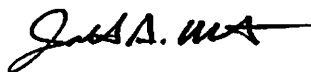
This work order will serve as an amendment to the Master Contract for Engineering Services dated November 9, 2010.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: 
Jonathan Martin, PE

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: October 29, 2015

BY: 
Heather A. S. Roberts, PE

TITLE: Project Manager

DATE: October 29, 2015

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/03/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-38 - Police Pension Benefits

DEPARTMENT: Administrative Services

GOAL: 4 - Fiscal Sustainability

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-38.

SUMMARY: In 2011, the city adopted ordinance 2011-3 (an IRS compliance amendment) for the police pension fund. This amendment inadvertently deleted the reference to the \$95,000 annual maximum total benefit.

Ordinance (2015-38) is necessary in order to ensure the plan for the pension fund accurately reflects the agreements reached in collective bargaining. An actuarial impact of this change has been completed showing no impact and is attached to this item.

Staff requests approval of this ordinance in order to correct the language in the police pension ordinance.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-38	Ord. No. 2015-38 .pdf
2.	Actuarial Statement	Actuarial Statement.pdf
3.	Ordinance 2011-3	Ordinance 2011-3.tif

Fenwick, Robin
Roberts, Margaret
Riehm, Tracey
Rosen, Alan
Johansson, M. Jake

Created/Initiated - 10/21/2015
Approved - 10/26/2015
Approved - 10/28/2015
Approved - 10/29/2015
Final Approval - 10/29/2015

ORDINANCE NO. 2015-38

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, CODE OF ORDINANCES, ENTITLED AMENDING THE CITY OF PORT ORANGE POLICE PENSION FUND; AMENDING SECTION 54-130 TO IMPOSE ANNUAL MAXIMUM ON BENEFITS PAYABLE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange (the “City”) currently sponsors a Police Pension Fund (“Pension Fund”); and

WHEREAS, the City of Port Orange, Florida entered into a collective bargaining agreement with the Police Benevolent Association covering City police officers for the period October 1, 2009 through September 30, 2012; and

WHEREAS, the City subsequently entered into a successor collective bargaining agreements for the periods October 1, 2012 through September 30, 2014, and October 1, 2014 through September 30, 2017; and

WHEREAS, the collective bargaining agreements contain an annual maximum total benefit of \$95,000, inclusive of cost-of-living adjustments; and

WHEREAS, the City Council passed Ordinance 2011-2 which codified various agreements reached in collective bargaining, including the \$95,000 annual maximum; and

WHEREAS, the City Council subsequently passed Ordinance 2011-3, an IRS compliance amendment, which inadvertently deleted the \$95,000 annual maximum; and

WHEREAS, this ordinance is necessary in order to ensure the plan for the Pension Fund accurately reflects the agreements reached in collective bargaining; and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change; and

WHEREAS, the City Council deems it to be in the public interest to make this change to the Pension Fund.

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

Section 1. Section 54-130(a) of the City of Port Orange Police Pension Fund is hereby amended by adding a subparagraph as follows:

Sec. 54-130. Benefit level.

(a) *Calculation of benefit amount.*

[...]

(7) For participants who are employed and not participating in the DROP on January 31, 2011, and for participants hired after that date, the maximum total benefit amount provided under Section 54-130 shall not exceed ninety-five thousand dollars (\$95,000.00), inclusive of any cost of living adjustments to which the member may be entitled.

Section 2. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

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

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

Section 5 This ordinance amendment shall take effect upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____, 2015.

Passed and adopted on second and final reading on the _____ day of _____, 2015.

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



July 23, 2015

Karan Rounsavall
Pension Administrator
City of Port Orange Police Officers' Pension Fund
3695 Indian River Drive
Cocoa FL 32926

Re: Impact of Maximum Benefit Proposed Ordinance

Dear Karan:

As requested, we have determined the impact associated with the attached proposed ordinance revising the provisions of the City of Port Orange (the City) Police Officers' Pension Fund (the Plan) to re-insert the maximum annual benefit of \$95,000 for certain members. This letter outlines our understanding of the proposed changes and summarizes the actuarial cost impact on the Plan. The changes are summarized as follows:

Section	Amendment
54-130(a)	Adds subsection (7) re-inserting the \$95,000 maximum annual benefit for certain members.

Actuarial Impact

The \$95,000 maximum annual benefit was put in place in 2011 and has been included in the plan liabilities since but inadvertently removed from the code by a subsequent ordinance. Therefore, there is no material impact to the cost of Plan.

Please let us know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad M. Little", is written over a light blue horizontal line.

Chad M. Little, ASA, EA
Partner, Consulting Actuary

ORDINANCE NO. 2011- 3

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE POLICE PENSION FUND TO PROVIDE FOR COMPLIANCE WITH STATE AND FEDERAL LAWS AND REGULATIONS AND SECTION 401(a) OF THE INTERNAL REVENUE CODE BY AMENDING SECTIONS 54-122, 54-129, 54-130 AND 54-139 RELATING TO DEFINITIONS, PAYMENT OF BENEFITS, BENEFIT LEVEL AND DIRECT TRANSFERS OF ELIGIBLE ROLLOVER DISTRIBUTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange, Florida, recognizes the requirement to maintain a police officers' retirement fund that complies with all State and Federal laws and regulations, and:

WHEREAS, recent changes to federal laws and regulations require that various amendments be made to the Plan in order to maintain its status as a qualified plan under Section 401(a) of the Internal Revenue Code; and

WHEREAS, an amendment to the City code is necessary to permit such new obligations and conditions; and

WHEREAS, the trustees of the Port Orange Police Pension Fund have requested and approved the amendments provided herein as being in the best interests of the participants and beneficiaries and improving the administration of the plan, and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change; and

WHEREAS, it is the intent of the City Council that the retirement plan comply with the federal and state requirements in a manner that does not modify the benefit changes recently negotiated by the City and PBA which are contained in a separate ordinance; and

WHEREAS, the City Council deems it to be in the public interest to provide this change to the retirement plan; 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 ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council hereby amends Chapter 54, Article 5, Section 122, Definitions, in part, to read as follows:

Sec. 54-122. Definitions.

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

* * *

Compensation means the monthly salary paid a member by the city for work performed arising from that employment, to include: overtime payments up to 300 hours per year paid from a salary fund, one-half (½) of any lump sum payments for accumulated sick and annual leave upon termination of employment; amounts withheld for tax sheltered annuities, deferred compensation programs, or any other type of salary reduction plan authorized under the Internal Revenue Code; and payments in addition to the employee's base rate of pay if all of the following apply:

- (1) The payments are paid according to a formal written policy that applies to all eligible employees equally;
- (2) The payments are paid for as long as the employee continues his or her employment; and
- (3) The payments are paid at least annually.

Compensation for any plan year shall not include overtime compensation in excess of 300 hours per calendar year, more than one-half (½) of any lump sum payments for accumulated sick and annual leave upon termination of employment, or extra duty or special detail work performed on behalf of a second party employer.

For the purpose of applying the limitations set forth in Sections 401(a)(17) and 415 of the Internal Revenue Code, Compensation shall include any elective deferral (as defined in Code Section 402(g)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Section 125 or 457 of the Internal Revenue Code. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in Subsection (a) of Section 54-139 hereof, compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Internal Revenue Code.

[All other definitions remain unchanged]

Section 2. The City Council hereby amends Chapter 54, Article 5, Section 129, Payment of benefits; forfeiture of benefits, in part, to read as follows:

Sec. 54-129. Payment of benefits; forfeiture of benefits.

- (a) *Frequency of payments.* Pension benefits shall be paid monthly.
- (b) *First payment.* The first payment of normal or early retirement benefits shall begin on the first day of the month on which or after

the participant meets the requirements of section 54-126(a), provided that in no event may a member's retirement benefit be delayed beyond the later of April 1 following the calendar year in which he attains age 70 1/2 or April 1 of the year following the calendar year in which he retires. Distributions under this plan will be made in accordance with regulations under section 401(a)(9) of the Internal Revenue Code. Provisions of section 401(a)(9) of the Internal Revenue Code shall override any distribution options in the plan that may be inconsistent with such section. Required Beginning Date as defined in Subsection (b) of Section 54-139.

(c) [Remains unchanged]

(d) [Remains unchanged]

Section 3. The City Council hereby amends Chapter 54, Article 5, Section 130, Benefit level, in part, to read as follows:

Sec. 54-130. Benefit level.

(a) [Remains unchanged]

~~(b) *Maximum benefit amount.* In no event may a member's annual benefit exceed the lesser of:~~

~~(1) Ninety thousand dollars (adjusted for cost of living in accordance with section 415(d) of the Internal Revenue Code, but only for the year in which such adjustment is effective); or~~

~~(2) One hundred percent of the average annual compensation for the member's three highest paid consecutive years; however, benefits of up to \$10,000.00 a year can be paid without regard to the 100 percent limitation if the total retirement benefits payable to a member under all defined benefit plans (as defined in section 414(j) of the Internal Revenue Code) maintained by the employer for the present and any prior year do not exceed \$10,000.00 and the employer has not at any time maintained a defined contribution plan (as defined in section 414(j) of the~~

Internal Revenue Code) in which the employee was a member.

If the member has less than ten years of service with the employer (as defined in section 415(b)(5) of the Internal Revenue Code and as modified by section 415(b)(6)(D) of the Internal Revenue Code), the applicable limitation in subsection (1) or subsection (2) of this subsection shall be reduced by multiplying such limitation by a fraction, not to exceed one. The numerator of such fraction shall be the number of years, or part thereof, of service with the employer; the denominator shall be ten years. For purposes of this subsection, annual benefit means a benefit payable annually in the form of a straight life annuity with no ancillary or incidental benefits and with no member or rollover contributions. To the extent that ancillary benefits are provided, the limits set forth in subsections (1) and (2) of this subsection will be reduced actuarially, using an interest rate assumption equal to the greater of five percent or the interest rate used in the most recent annual actuarial valuation, to reflect such ancillary benefits. If distribution of retirement benefits begins before age 62, the dollar limitation as described in subsection (1) of this subsection shall be reduced actuarially using an interest rate assumption equal to the greater of five percent or the interest rate used in the most recent annual actuarial valuation; however, retirement benefits shall not be reduced below \$75,000.00 if payment of benefits begins at or after age 55 and not below the actuarial equivalent of \$75,000.00 if payment of benefits begins before age 55. If retirement benefits begin after age 65, the dollar limitation of subsection (1) of this subsection shall be increased actuarially using an interest assumption equal to the lesser of five percent or the interest rate used in the most recent annual actuarial valuation. For purposes of this subsection, average annual compensation for a member's three highest paid consecutive years means the member's greatest aggregate compensation during the period of three consecutive years in which the individual was an active member of the plan. The special maximum retirement income benefit limitation applicable to police officers at the normal retirement date shall be as set forth in section 415(G) and (H) of the Internal Revenue Code of 1986 and amendments thereto and such amount shall be adjusted in accordance with regulations promulgated by the Secretary of the Treasury or his delegate.

Section 4. The City Council hereby amends Chapter 54, Article 5, Section 139, Direct transfers of eligible rollover distributions, to read as follows:

Sec. 54-139. Direct transfers of eligible rollover distributionsInternal Revenue Code Compliance.

(a) Maximum Pension

Notwithstanding any provision of this Plan to the contrary, if the Annual Pension that is accrued by or paid to a participant would produce an Annual Pension in excess of the Dollar Limitation, the benefit shall be limited to a benefit that does not exceed the Dollar Limitation as provided in this subsection (a).

(1) Definitions Used in this Section

(A) "Annual Pension" means the benefits received by a participant under this Plan expressed in the form of a straight life annuity. In determining whether benefits payable exceed the Dollar Limitation set forth below, benefits payable in any form other than a straight life annuity shall be adjusted to the larger of:

- (i) The annual amount of the straight life annuity (if any) payable to the participant under the plan commencing at the same annuity starting date as the form of benefit payable to the participant; or
- (ii) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the participant, computed using a 5 percent interest assumption and the applicable mortality table described in §1.417(e)-1(d)(2) for that annuity starting date.

No actuarial adjustment to the benefit shall be made for benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and

postretirement medical benefits); or the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to §417(e)(3) of the Internal Revenue Code and would otherwise satisfy the limitations of this Subsection (a), and the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Subsection (a) applicable at the annuity starting date, as increased in subsequent years pursuant to § 415(d) of the Code. For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

(B) "Dollar Limitation" means \$160,000 (subject to the annual adjustments provided under Section 415(d) of the IRC). Said amount shall be adjusted based on the age of the participant when benefits begin, as follows:

(i) Except with respect to a participant who is a "Qualified Participant" as defined in Section 415(b)(2)(H) of the Code, for benefits (except survivor and disability benefits as defined in Section 415(b)(2)(I) of the Code) beginning before age 62 the Age-Adjusted Dollar Limitation is equal to the lesser of--

(I) the actuarial equivalent of the annual amount of a straight life annuity commencing at the annuity starting date that has the same actuarial present value as a deferred straight life annuity commencing at age 62, where annual payments under the straight life annuity commencing at age 62 are equal to the Dollar Limitation (as adjusted pursuant to section 415(d) for the limitation year), and where the actuarially equivalent straight life annuity is computed using a 5 percent interest rate and the applicable mortality table under §1.417(e)-1(d)(2) that is effective for that annuity starting date (and expressing the participant's age based on

completed calendar months as of the annuity starting date); and

(II) the Dollar Limitation (as adjusted pursuant to section 415(d)) multiplied by the ratio of the annual amount of the straight life annuity under the plan to the annual amount of the straight life annuity under the plan commencing at age 62, with both annual amounts determined without applying the rules of section 415.

(ii) For benefits beginning after the age of 65, the age-adjusted Dollar Limitation is equal to the lesser of:

(I) the actuarial equivalent of the annual amount of a straight life annuity commencing at the annuity starting date that has the same actuarial present value as a straight life annuity commencing at age 65, where annual payments under the straight life annuity commencing at age 65 are equal to the dollar limitation of section 415(b)(1)(A) (as adjusted pursuant to section 415(d) for the limitation year), and where the actuarially equivalent straight life annuity is computed using a 5 percent interest rate and the applicable mortality table under §1.417(e)-1(d)(2) that is effective for that annuity starting date (and expressing the participant's age based on completed calendar months as of the annuity starting date); and

(II) the section 415(b)(1)(A) Dollar limitation (as adjusted pursuant to section 415(d) and §1.415(d)-1 for the limitation year) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the plan to the adjusted age 65 straight life annuity. The adjusted immediately commencing

straight life annuity means the annual amount of the immediately commencing straight life annuity payable to the participant, computed disregarding the participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are applied to offset accruals. For this purpose, the annual amount of the immediately commencing straight life annuity is determined without applying the rules of section 415. The adjusted age 65 straight life annuity means the annual amount of the straight life annuity that would be payable under the plan to a hypothetical participant who is 65 years old and has the same accrued benefit (with no actuarial increases for commencement after age 65) as the participant receiving the distribution (determined disregarding the participant's accruals after age 65 and without applying the rules of section 415).

(iii) There shall be no age adjustment of the Dollar Limitation with respect to benefits beginning between the ages of 62 and 65.

(2) The limitations set forth in this Subsection (a) shall not apply if the Annual Pension does not exceed \$10,000 provided the participant has never participated in a Defined Contribution Plan maintained by the City.

(3) Cost-of-living adjustments in the Dollar Limitation for benefits shall be limited to scheduled annual increases determined by the Secretary of the Treasury under Section Subsection 415(d) of the Code.

(4) In the case of a participant who has fewer than 10 years of participation in the Plan, the Dollar Limitation set forth in Paragraph (1)(B) of this Subsection (a) shall be multiplied by a fraction - (i) the numerator of which is the number of years (or part thereof) of participation in the Plan, and (ii) the denominator of which is 10.

(5) Any portion of a participant's benefit that is attributable to mandatory employee contributions (unless picked-up by the City) or rollover contributions, shall be taken into account in the manner prescribed in the regulations under Section 415 of the Code.

(6) Should any participant participate in more than one defined benefit plan maintained by the City, in any case in which the participant's benefits under all such defined benefit plans (determined as of the same age) would exceed the Dollar Limitation applicable at that age, the accrual of the participant's benefit under this Plan shall be reduced so that the participant's combined benefits will equal the Dollar Limitation.

(7) For a participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Section as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to § 1.401(a)-20, Q&A 10(d), and with regard to § 1.415(b)1(b)(1)(iii)(B) and (C) of the Income Tax Regulations.

(8) The determination of the Annual Pension under Paragraph (a)(1) of this Subsection (a) shall take into account (in the manner prescribed by the regulations under Section 415 of the Code) social security supplements described in § 411(a)(9) of the Internal Revenue Code and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant § 1.411(d)-4, Q&A-3(c) of the Income Tax Regulations.

(9) The above limitations are intended to comply with the provisions of Section 415 of the Code, as amended, so that the maximum benefits provided by plans of the City shall be exactly equal to the maximum amounts allowed under Section 415 of the Code and regulations thereunder. If there is any discrepancy between the provisions of this Subsection (a) and the provisions of Section 415 of the Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Code. The value of any benefits forfeited as a result of the

application of this Subsection (a) shall be used to decrease future employer contributions.

(b) Required Beginning Date:

Notwithstanding any other provision of the Plan, payment of a participant's retirement benefits under the Plan shall commence not later than the participant's Required Beginning Date, which is defined as the later of:

April 1 of the calendar year that next follows the calendar year in which the participant attains or will attain the age of 70½ years; or

April 1 of the calendar year that next follows the calendar year in which the participant retires.

(c) Required Minimum Distributions.

(1) Required Beginning Date. The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's Required Beginning Date as defined in Subsection (b) of this Section 54-139.

(2) Death of participant Before Distributions Begin.

(A) If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the participant's surviving spouse is the participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained age 70½, if later.

(ii) If the participant's surviving spouse is not the participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the participant died.

(iii) If there is no designated beneficiary as of September 30 of the year following the year of the participant's death, the participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(B) The participant's entire interest shall be distributed as follows:

(i) participant Survived by Designated Beneficiary. If the participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the participant's entire interest will be distributed, beginning no later than the time described in Subparagraph (2)(A) above, over the life of the designated beneficiary or over a period certain not exceeding:

(I) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the participant's death; or

(II) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(ii) No Designated Beneficiary. If the participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the participant's death, distribution of the participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. In any case in which (i) the participant dies before the date distribution of his or her interest begins, (ii) the participant's surviving spouse is the participant's sole designated beneficiary, and (iii) the surviving spouse dies before distributions to the surviving spouse begin, Subparagraphs (2)(A) and 2(B) above shall apply as though the surviving spouse were the participant.

(3) Requirements For Annuity Distributions That Commence During participant's Lifetime.

(A) Joint Life Annuities Where the Beneficiary Is Not the participant's Spouse. If the participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the participant and a nonspousal beneficiary, annuity payments to be made on or after the participant's Required Beginning Date to the designated beneficiary after the participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the participant and a nonspousal beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(B) Period Certain Annuities. Unless the participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the participant's lifetime may not exceed the applicable distribution period for the participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the participant reaches age 70, the applicable distribution period for the participant is the distribution period for

age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the participant as of the participant's birthday in the year that contains the annuity starting date. If the participant's spouse is the participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the participant's applicable distribution period, as determined under this Subparagraph (3)(B), or the joint life and last survivor expectancy of the participant and the participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the participant's and spouse's attained ages as of the participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(4) Form of Distribution. Unless the participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Subparagraphs (4)(A), (4)(B) and (4)(C) below. If the participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations. Any part of the participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

(A) General Annuity Requirements. If the participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(i) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(ii) the distribution period will be over a life (or lives) or over a period certain, not longer

than the distribution period described in Paragraphs 2 or 3 above, whichever is applicable, of this Subsection (c):

(iii) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(iv) payments will either be non-increasing or increase only as follows:

(I) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(II) to the extent of the reduction in the amount of the participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period dies or is no longer the participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Code;

(III) to provide cash refunds of employee contributions upon the participant's death; or

(IV) to pay increased benefits that result from a Plan amendment.

(B) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the participant's Required Beginning Date (or, if the participant dies before distributions begin, the date distributions are required to begin under Subparagraph (2)(A)(i) or (2)(A)(ii), whichever is applicable) is the payment that is required for one payment interval. The second payment need not be made until the end of the next

payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the participant's Required Beginning Date.

(C) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(5) For purposes of this Subsection (c), distributions are considered to begin on the participant's Required Beginning Date. If annuity payments irrevocably commence to the participant (or to the participant's Surviving Spouse) before the participant's Required Beginning Date (or, if to the participant's Surviving Spouse, before the date distributions are required to begin in accordance with Subparagraph (2)(A) above), the date distributions are considered to begin is the date distributions actually commence.

(6) Definitions.

(A) Designated beneficiary. The individual who is designated as the beneficiary under the Plan and is the designated beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

(B) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the participant's Required Beginning Date. For distributions beginning after the participant's death, the first distribution calendar year is the calendar year in which distributions are required to

begin pursuant to Paragraph (2) of this Subsection (c).

(C) *Life expectancy.* Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(d) (1) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(2) Definitions

The following definitions apply to this Section:

(A) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

(i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of 10 years or more;

(ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code;

(iii) the portion of any distribution that is a hardship distribution described in Section 401(k)(2)(B)(i)(IV) of the Code; and

(iv) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), provided that a portion of a distribution shall not fail to be an eligible

rollover distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(3) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, a qualified trust described in Section 401 (a) of the Code, an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or, with respect to distributions on or after January 1, 2008, a Roth IRA (subject to the limitations of Code Section 408A(c)(3)) that accepts the distributee's eligible rollover distribution.

(4) Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. Furthermore, effective January 1, 2007, a surviving designated beneficiary as defined in Section 401(a)(9)(E) of the Code who is not the surviving spouse and who elects a direct rollover to an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code shall be considered a distributee.

(5) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(e) Notwithstanding any other provision of this Plan, the maximum amount of any mandatory distribution, as defined in Section 401(a)(31) of the Code, payable under the Plan shall be \$1000.

(f) Compensation Limitations Under 401(a)(17):

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, the annual compensation of each participant taken into account under the Plan shall not exceed the EGTRRA annual compensation limit for limitation years beginning after December 31, 2001. The EGTRRA annual compensation limit is \$200,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which Compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the EGTRRA annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

Any reference in the Plan to the limitation under Section 401 (a)(17) of the Code shall mean the EGTRRA annual compensation limit set forth in this provision.

(g) At no time prior to the satisfaction of all liabilities under the plan with respect to members and their spouses or beneficiaries, shall any part of the corpus or income of the fund be used for or diverted to any purpose other than for their exclusive benefit.

(a) This section applies to distributions made on or after October 1, 1993. Notwithstanding any provision of the plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the board of trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) As used in this section:

- (1) ~~Eligible rollover distribution~~ means any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
- (2) ~~Eligible retirement plan~~ means an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, an annuity plan described in section 403(a) of the Internal Revenue Code, or a qualified trust described in section 401(a) of the Internal Revenue Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.
- (3) ~~Distributee~~ includes an employee or former employee. In addition, the employee's or former employee's surviving spouse, or the employee's or former employee's spouse or former spouse who is the alternate payee under an income deduction order, is a distributee with regard to the interest of the spouse or former spouse.
- (4) ~~Direct rollover~~ means a payment by the plan to the eligible retirement plan specified by the distributee.

Section 5. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

Section 6. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

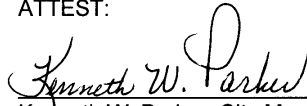
Section 7. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this ordinance are declared severable.

Section 8. This ordinance amendment shall take effect on adoption.



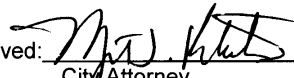
MAYOR ALLEN GREEN

ATTEST:


Kenneth W. Parker, City Manager

Passed on first reading on the 3rd day of January, 2011.

Passed and adopted on second and final reading on the 15th day of February, 2011.

Reviewed and Approved: 
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/03/2015

Consent item: No

SUBJECT: City Manager Comments

DEPARTMENT: City Manager

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

SUMMARY:

In accordance with Resolution No. 11-5 the City Manager is required to report donations received by Parks and Rec department at the end of each fiscal year. For the period ending September 2015 the Parks and Recreation Department received \$64,721.32 in donated or exchanged items. Attached is a complete list of donations/exchanges. One of the highlights during the FY15 year was the Police Athletic League gave us \$16,000.00 to purchase 3 basketball scoreboards for our gymnasium. We continue to have great community partners Lowes, Kona Ice and our Competitive sports programs which donate cash and materials to the department each year. The Camera club has been a great partner by photographing the City's events and programs and providing those photos for us to use throughout the years for marketing tools as well as recognition of people and programs. The Veterans Park brick program remains popular, and also we have built relationships with our area colleges and in exchange for some field and gym space they have provided free clinics to the coaches and children in our community.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Exchange log	Exchange-Donation Log 2015.xlsx
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Fenwick, Robin
Johansson, M. Jake

Created/Initiated - 10/29/2015
Final Approval - 10/29/2015

Exchange/ Donation Log

2011

Donor	Amount	Type	Item
Port Orange Blazers	3091	Exchange	Temporary game fence and anchors
Pet Supermarket	1080	Exchange	Dog Waste Bags
Dustins BBQ	1950	Exchange	Coaches appreciation lunch
Dicks Sporting Goods	4250	Exchange	Baseball/ softball equipment
High Five Yogurt	500	Exchange	yogurt for players and cash
Spruce Creek High (fastpitch)	300	exchange	provided player clinic
Benches	627	Donation	Park Benchs
Bricks	10865	Donation	Veterans park bricks
Trees	4550	Donation	Memorial Trees
Banner sponsors/ renewal	17650	Exchange	sponsor banner new and renewals
scoreboard sponsors	0	Exchange	new and renewals (three year sponsorship)
Mayors Tournament	8475	Exchange	golf sponsors
Total 2011	\$ 53,338.00		

Exchange/ Donation Log

2012

Donor	Amount	Type	Item
Police Athletic League	18000	Exchange	new backboards in gym
Jon Hall Cheverolet	750	donation	soccer equipment
Don Wiech	1260	exchange	staff volunteer hours at fields
Benches	1076	Donation	Park Benchs
Bricks	2293	Donation	Veterans park bricks
Trees	350	Donation	Memorial Trees
Banner sponsors/ renewal	6650	Exchange	sponsor banner new and renewals
scoreboard sponsors	17010	Exchange	new and renewals (three year sponsorship)
Mayors Tournament	12342	Exchange	golf sponsors
Total 2012	\$ 59,731.00		

Exchange/ Donation Log

2013

Donor	Amount	Type	Item
Camera club	75	exchange	photos of events and programs for dept
Retirees club	384	exchange	blinds for adult center
Soccer club	3750	exchange	sod replacement on fields
George Cataldi	1500	donation	painting of the lakeside center
Pet Supermarket	1200	exchange	pet waste bags
Jim Meadows	785	donation	bottle filler fountain at gym
embry riddle	150	exchange	youth basketball coaches clinic
spruce creek high	300	exchange	fastpitch clinics for rec leagues
daytona state	1200	exchange	free camps for youth basketball participants
Benches	1076	Donation	Park Benchs
Bricks	2293	Donation	Veterans park bricks
Trees	0	Donation	Memorial Trees
Banner sponsors/ renewal	8050	Exchange	sponsor banner new and renewals
scoreboard sponsors	500	Exchange	new and renewals (three year sponsorship)
Mayors Tournament	8405	Exchange	golf sponsors
Event sponsoships	49500	exchange	centennial celebration
Total 2013	\$ 79,168.00		

Exchange/ Donation Log

2014

Donor	Amount	Type	Item
Camera club	\$ 75.00	exchange	photos of events and programs for dept
Benches	\$ -	Donation	Park Benchs
Bricks	\$ 2,450.00	Donation	Veterans park bricks
Trees	\$ 350.00	Donation	Memorial Trees
Banner sponsors/ renewal	\$ 10,500.00	Exchange	sponsor banner new and renewals
league/team sponsors	\$ 3,050.00		
scoreboard sponsors	\$ 3,000.00	Exchange	new and renewals (three year sponsorship)
Mayors Tournament	\$ 6,733.00	Exchange	golf sponsors
Event sponsorships		exchange	various special events
Gale Lemerand Foundation	\$ 100,950.68	donation	788 Shares of New Skin Stock
SCHS Varsity Girls Basketball Team	\$ 400.00	Donation	Free Basketball Clinic
Steve Johnston	\$ 275.00	Donation	Tuff Topp
ERAU Women's Basketball Team	\$ 400.00	Donation	Free Basketball Clinic
Barbara Fifield	\$ -	Donation	Starter Trees
Kenneth & Virginia Parker	\$ 500.00	Donation	funds to aquire art from Art Fest
Art Haus	\$ 200.00	Donation	ceramic figurines
Lowe's #741	\$ 1,040.15	Donation	assorted items
Kona Ice	\$ 20.00	Donation	funds
P.O. Youth Football Assoc	\$ 35,000.00	exchange	Athletic equipmet for Coraci field
P.O. Baseball Club/Panthers	\$ 32,500.00	exchange	\$26,000.00 & \$6,500.00 SURVEY SERVICES
Daytona State Basketball Team	\$ 1,200.00	exchange	Free Basketball Clinic
Lowe's #741	\$ 1,213.94	Donation	assorted maintenance items
Port Orange Soccer Club	\$ 3,504.96	exchange	2 Soccer Goals
P.O. Youth Football Assoc	\$ 5,624.00	exchange	funds for athletic equipment
Total	\$ 208,986.73		

Exchange/ Donation Log

2015

Donor	Amount	Type	Item
Camera club	\$ 75.00	Exchange	photos of events and programs for dept
Bricks	\$ 2,400.00	Donation	Veterans park bricks
Trees	\$ 700.00	Donation	Memorial Trees
Banner sponsors/ renewal	\$ 11,000.00	Exchange	sponsor banner new and renewals
league/team sponsors	\$ 4,550.00	Exchange	team sponsorships
Co-Sponsor	\$ 1,000.00	Exchange	Use of Gym
Police Athletic League	\$ 16,000.00	Exchange	new and renewals (three year sponsorship)
Mayors Tournament	\$ 6,708.32	Donations	golf sponsors
Event sponsorships	\$ 7,062.00	Donations	various special events
TGI Fridays	\$ 1,242.00	Exchange	catering services for room rental
Port Orange Family Days	\$ 500.00	Donation	Christmas Tree rental for Event
Kenneth & Virginia Parker	\$ 500.00	Donation	funds to aquire art from Art Fest
Art Haus	\$ 100.00	Donation	ceramic figurines
Lowe's #741	\$ 1,179.00	Donation	assorted items
Kona Ice	\$ 2,225.00	Donation	funds
P.O. Baseball Club/Panthers	\$ 5,000.00	exchange	\$26,000.00 & \$6,500.00 SURVEY SERVICES
Daytona State Basketball Team	\$ 1,200.00	exchange	Free Basketball Clinic
Edward & Liz Kinslow	\$ 250.00	Donation	baseball equipment
Horizon Elementary	\$ 150.00	Donation	Use of Items during Sumer Playground
TGI Fridays	\$ 680.00	Exchange	Room for Staff Meeting
Rita Gladstone	\$ 1,200.00	Exchange	For Tennis Lessons
Lea Frazer	\$ 150.00	Donation	3 pairs of cleats
Senior Games	\$ 850.00	Donation	Sponsorship
Total	\$ 64,721.32		