REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JUNE 7, 2016

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. Roll Call
3. Silent Invocation
4. Rules of Procedure

B. AGENDA APPROVAL

C. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

5. Atlantic High School Student Government Day recognition
6. Recognition of Service - Andrew Neff, Public Utilities Director
7. CALEA Accreditation with Excellence Award
8. Police Department Recognition Awards
9. Report from KemperSports on Cypress Head Golf Course

D. PUBLIC HEARING

10. First Reading - Ordinance No. 2016-9 - Moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of adult entertainment establishments in the City of Port Orange; Case No. 16-25000001

11. Development Order Modification to Final Plat & Plans and Amendment No 2. to the existing Concurrency Fair-Share Agreement for Hawks Preserve at Port Orange Plantation - Ph II, located north of Town West Blvd., between Coraci Blvd. and McGinnis Ave.
    Case No. 16-52000002
12. Development Order Modification to Final Plat & Plans and Amendment No. 3 to the existing Concurrency Fair-Share Agreement for Hawks Preserve at Port Orange Plantation - Ph I, located north of Town West Blvd., between Coraci Blvd. and McGinnis Ave.
    Case No. 16-52000001

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

F. COUNCIL COMMENTS

13. Comments/Concerns from Council Members

G. CONSENT AGENDA

14. Approval of Minutes
    a. May 17, 2016 - Regular Council Meeting
    b. May 31, 2016 - City Council Workshop
15. Resolution No. 16-31 - Community Aesthetic Feature (CAF) Agreement for City Gateway Signage on SR 5/US1.
16. Bid Awards and Contract Items
    a. Request approval to renew Environmental Legal Liability Insurance with Aspen Special Insurance Company
    b. Award of Bid #16-12 Street Striping Project to Whiteleaf, LLC dba Traffic Solutions
    c. Approve Standard Contract for Services with Bright House Networks Enterprise Solutions, Inc.
    d. Change Order No 2 to Task Authorization No 4 to the contract for Engineering Services with Kimley-Horn and Associates, Inc. for the Riverwalk Park Utility Relocation / Upgrade time extension request.
17. City sale to TCW Management, LLC of Real Property at 4460 Eastport Parkway
18. Hawthorne Village at Port Orange, Inc. Non-Disturbance Agreement
19. Major Special Event Request – Remarkable River 5K/10k @ Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue.
20. Approval of Mlynarski Settlement

H. REGULAR AGENDA

21. Florida League of Cities Voting Delegate Designation for 2016
22. Lien Search Process Improvement
23. Homeless Shelter

I. COMMENTS

24. City Attorney Comments
25. City Manager Comments

J. COUNCIL COMMITTEE REPORTS

26. City Council Committee Reports
    a. YMCA
    b. General Employees' Pension Plan
    c. River to Sea TPO

K. ADJOURNMENT

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

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

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

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/07/2016

Consent item: No

SUBJECT: Atlantic High School Student Government Day recognition

DEPARTMENT: City Manager

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

SUMMARY: The City would like to recognize the students that participated in the 2016 Atlantic High School Student Government Day.

Attached is a list of the students and their titles.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Atlantic High School SGDay 2016 Students	Atlantic High Student Government Day 2016 final.doc

Kent Donahue
M. Jake Johansson

Created/Initiated - 05/06/2016
Final Approval - 06/01/2016

Atlantic High Student Government Day 2016

Mayor	Garrett Hannon
Vice Mayor	Taylor Whiting
Council Member	Timothy Rideout
Council Member	Bella DeMoraes
Council Member	John Hatzimouratides
City Manager	Scott Kelley
Assistant CM	Bailey Stidham
City Attorney	Taylor Meredith
City Clerk	Taylor Dixon-Koven
Community Development Director	Shannon Reilly
Assistant CDD	Brooke Strickland
Finance Director	Sabrina Laye
Assistant FD	Bryanna Alejandro
Assistant FD	Kaytlin Cordero
Fire Chief	Jareth Tasto-Gaeta
Assistant FC	Anthony Amodio
Assistant FC	Kadedra Jones
Human Resources Director	Olivia Leone
Assistant HRD	Diamond Jones
Assistant HRD	Brenna Bruggemann
Information Technology Director	Justin Tubens
Assistant ITD	Emma Pinciaro
Assistant ITD	McKenzie Pilacik
Parks and Recreation Director	Tre'Vaughn Sanders-Drake
Assistant PRD	Lee Williams
Assistant PRD	Kaitlyn Gibson
Police Chief	Matthew Edmonds
Assistant PC	Kanethia Kendrick
Assistant PC	Joseph Dennison
Public Utilities Director	Samantha St Jean
Assistant PUD	Nicholas Baker
Assistant PUD	Ashley Lawler
Public Works Director	Sierra Shores
Assistant PWD	Tianna Franklin
Assistant PWD	Catherine Terpstra
News/Media	Sierra Swiger
Assistant N/M	Jack Laughlin
Assistant N/M	Carissa Domanico

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/07/2016

Consent item: Yes

SUBJECT: CALEA Accreditation with Excellence Award

DEPARTMENT: Police Services

GOAL: 6 - Organizational Excellence

OBJECTIVE: N/A

RECOMMENDED MOTION: Recognize the Port Orange Police Department for being awarded the CALEA Accreditation with Excellence Award.

SUMMARY: The Port Orange Police Department was awarded the CALEA Accreditation with Excellence Award on March 20, 2016. This award is given to agencies for the effective use of accreditation as a model for the delivery of enhanced public safety services and management professionalism. To be considered for this award, agencies must have two previous consecutive CALEA Accreditation awards, complied without conditions under the CALEA Gold Standard Assessment model and receive unanimous recommendation of support from the assigned CALEA Review Committee. The Port Orange Police Department has been accredited by the Commission on Accreditation for Law Enforcement Agencies since March 20, 2004.

Project No.:	Funding Account No.:

ATTACHMENTS:

Debbie Grabowski	Created/Initiated - 05/17/2016
Thomas Grimaldi	Approved - 05/17/2016
M. Jake Johansson	Final Approval - 05/27/2016

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/07/2016

Consent item: Yes

SUBJECT: Police Department Recognition Awards

DEPARTMENT: Police Services

GOAL:

OBJECTIVE: N/A

RECOMMENDED MOTION: Present awards to selected employees from the Police Department.

SUMMARY: The Police Department would like to present three Awards of Achievement and three Awards of Merit to selected employees.

Project No.:	Funding Account No.:

ATTACHMENTS:

Debbie Grabowski	Created/Initiated - 05/23/2016
Thomas Grimaldi	Approved - 05/23/2016
M. Jake Johansson	Final Approval - 05/27/2016

The Golf Club at Cypress Head
Course Cash Flow Report
April 30, 2016

	April	*YTD*
EBITDA	**$43,439.44**	**$82,397.94**
Management Fee Expense	**(5,712.85)**	**(41,646.70)**
Depreciation & Amortization	**(381.00)**	**(2,667.00)**
Net Income	**37,345.59**	**38,084.24**
Working Capital Changes		
Inventory	**(286.99)**	**1,413.38**
Receivables	**1,343.17**	**159,869.98**
Payables	**24,939.95**	**14,496.00**
Due to from the City	**(18,348.39)**	**1,903.95**
Prepaids	**7,199.70**	**19,854.16**
Accrued Liabilities	**(1,815.12)**	**(8,770.41)**
Other Liabilities	**(21,402.12)**	**(60,059.16)**
Depreciation & Amortization	**381.00**	**2,667.00**
Operating Cash Flow	**29,356.79**	**169,459.14**
Investing Cash Flows		
Financing Cash Flow		
Net Cash Flows	**29,356.79**	**169,459.14**
Beginning Cash	**190,216.40**	**50,114.05**
Net Cash Flows	**29,356.79**	**169,459.14**
Ending Cash	**219,573.19**	**219,573.19**

The Golf Club at Cypress Head
Comparative Income Statement
For the Seven Months Ending April 30, 2016

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	112,721	713,943	714,869	100%	127,465	704,824	1,023,426	69%
Merchandise	14,999	47,325	53,694	88%	5,553	33,362	61,281	54%
Other Pro Shop	329	6,655	10,198	65%	1,190	10,180	10,769	95%
Range	1,936	16,885	16,885	100%	4,444	21,838	35,044	62%
Food and Beverage	22,714	182,961	182,967	100%	0	0	0	
Membership Initiation Fees	0	0	750		0	0	0	
Other Operating Revenues	3,877	24,901	24,901	100%	4,464	23,740	35,106	68%
Other G&A Income	0	0	(866)		0	0	0	
TOTAL REVENUE	156,577	992,669	1,003,396	99%	143,115	793,944	1,165,626	68%
COST OF SALES								
Merchandise	14,165	35,237	44,543	79%	3,633	24,460	33,672	73%
Food & Beverage	8,641	72,510	72,592	100%	0	0	0	
TOTAL COGS	22,806	107,747	117,135	92%	3,633	24,460	33,672	73%
COGS - Merchandise %	94.4%	74.5%	83.0%	89.8%	65.4%	73.3%	54.9%	133.4%
COGS - Food %	38.0%	39.8%	39.8%	99.9%				
PAYROLL								
Course and Grounds	26,953	170,251	291,280	58%	26,145	197,948	302,225	65%
Carts, Range, Starters, Etc.	3,834	39,870	39,741	100%	8,183	48,389	73,469	66%
Pro Shop	4,859	32,904	33,566	98%	3,384	31,153	53,508	58%
Food and Beverage	10,230	94,267	94,245	100%	0	0	0	
General and Administrative	7,563	73,341	126,613	58%	10,868	74,496	127,761	58%
Marketing	4,199	29,905	45,103	66%	4,301	28,767	45,604	63%
TOTAL PAYROLL	57,640	440,537	630,548	70%	52,880	380,753	602,567	63%
OPERATING EXPENSES								
Course and Grounds	12,770	107,095	220,151	49%	16,806	107,210	194,632	55%
Carts, Range, Starters, Etc.	11,550	75,092	113,365	66%	5,967	48,291	85,831	56%
Pro Shop	143	7,007	10,087	69%	65	7,245	11,155	65%
Food and Beverage	5,814	26,261	30,128	87%	0	322	0	
General and Administrative	18,562	129,841	182,159	71%	18,209	119,369	197,717	60%
Marketing	1,479	13,651	29,588	46%	2,115	23,895	39,686	60%
TOTAL OPERATING EXPENSES	50,318	358,947	585,477	61%	43,162	306,333	529,021	58%
TOTAL EXPENSES	130,763	907,231	1,333,159	68%	99,676	711,546	1,165,260	61%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(7,370)	(51,487)	(66,226)	78%	(5,713)	(41,647)	(65,296)	64%
Depreciation & Amortization	(535)	(3,745)	(9,405)	40%	(381)	(2,667)	(6,420)	42%
TOTAL OTHER INCOME (EXPENSE)	(7,904)	(55,231)	(75,631)	73%	(6,094)	(44,314)	(71,716)	62%
NET INCOME	17,909	30,207	(405,394)	-7%	37,346	38,084	(71,350)	-53%
Paid Rounds	3,936	25,909	25,909	100%	4,239	22,084	38,507	57%
Annual Pass Rounds	426	2,970	2,970	100%	917	5,421	4,295	126%
Other Rounds	244	1,772	1,772	100%	235	1,343	2,819	48%
Total Rounds	4,606	30,651	30,651	100%	5,391	28,848	45,621	63%
Revenue/Paid Rounds	40	38	39	99%	34	36	30	119%
Revenue/Total Rounds	34	32	33	99%	27	28	26	108%

The Golf Club at Cypress Head

For the Seven Months Ending April 30, 2016

	04/30/16	09/30/15	04/30/15
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Operating	0	49,118	73,012
Cash - Depository	218,654	0	0
Cash - Manual Checks	850	750	750
Cash - Housebank & Other	69	246	(1,127)
Total Cash	219,573	50,114	72,635
Accounts Receivable			
A/R Member	1,737	161,607	6,564
Total Accounts Recievable	1,737	161,607	6,564
Other Current Assets			
Inventory - Merchandise	13,757	11,682	22,483
Inventory - Food & Beverage	0	3,488	8,171
Prepaid Insurance	7,210	18,108	7,652
Prepaid Exp - Other	7,471	11,428	1,223
Total Other Current Assets	28,438	44,706	39,528
TOTAL CURRENT ASSETS	249,748	256,426	118,728
PROPERTY, PLANT AND EQUIPMENT:			
Land	54,143	54,143	64,835
Furniture and Fixtures	9,045	9,045	26,625
Machinery & Equipment	16,000	16,000	17,712
Property Plant and Equipment	79,187	79,187	109,171
Accumulated Depreciation	(58,796)	(56,129)	(80,453)
TOTAL PROPERTY, PLANT AND EQUIPMENT	20,391	23,058	28,719
OTHER ASSETS:			
Deposits (in ST section of chart)	0	5,000	5,000
TOTAL OTHER ASSETS	0	5,000	5,000
TOTAL ASSETS	270,139	284,485	152,447

The Golf Club at Cypress Head

For the Seven Months Ending April 30, 2016

	04/30/16	09/30/15	04/30/15
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	32,304	17,808	32,658
Accts Pay - Other	10,124	8,220	18,671
Accrued Expenses	0	14,437	(20)
Accrued Payroll	29,934	20,979	27,922
Accrued Taxes	7,956	47	0
Accrued Interest	0	11,197	0
Deferred Revenue	151,738	211,797	43,010
TOTAL CURRENT LIBILITIES	232,055	284,485	122,240
TOTAL LIABILITIES	232,055	284,485	122,240
STOCKHOLDER'S EQUITY			
Retained Earnings	38,084	0	30,206
Net Retained Earnings	38,084	0	30,206
Stockholders Equity	38,084	0	30,206
TOTAL STOCKHOLDER'S EQUITY	38,084	0	30,206
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	270,139	284,485	152,447

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended September 30, 2016

	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	(98,875)	11,091	(114)	16,429	54,217	56,210	43,439	9,495	0	0	0	0	91,893
Management Fee Expense	(7,370)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	0	0	0	0	(47,360)
Depreciation & Amortization	(381)	(381)	(381)	(381)	(381)	(381)	(381)	0	0	0	0	0	(2,667)
Net Income	(106,625)	4,998	(6,208)	10,335	48,123	50,117	37,346	3,782	0	0	0	0	41,866
Working Capital Changes													
Inventory	(5,361)	1,910	1,009	1,917	(944)	3,169	(287)	(1,846)	0	0	0	0	(432)
Receivables	133,706	18,846	5,539	3,158	77	(2,798)	1,343	1,262	0	0	0	0	161,132
Prepaid Expenses	290	6,243	6,850	3,750	(9,137)	4,658	7,200	(301)	0	0	0	0	19,554
Payables	34,124	(25,368)	(19,078)	1,130	44,945	(46,197)	24,940	(18,051)	0	0	0	0	(3,555)
Due to from the City	10,018	10,018	10,018	10,018	(29,944)	10,124	(18,348)	0	0	0	0	0	1,904
Accrued Expenses	(2,045)	(21,210)	2,458	6,296	(2,799)	10,345	(1,815)	(18,939)	0	0	0	0	(27,710)
Deferred Revenues	54,717	(15,136)	(13,450)	(21,990)	(21,861)	(20,938)	(21,402)	(88)	0	0	0	0	(60,148)
Depreciation & Amortization	381	381	381	381	381	381	381	0	0	0	0	0	2,667
Operating Cash Flow	119,204	(19,318)	(12,482)	14,995	28,842	8,861	29,357	(34,181)	0	0	0	0	135,279
Investing Activities													
Financing Activites													
Net Cash Flows	119,204	(19,318)	(12,482)	14,995	28,842	8,861	29,357	(34,181)	0	0	0	0	135,279
Beginning Cash	50,114	169,318	150,000	137,518	152,513	181,355	190,216	219,573	185,393	185,393	185,393	185,393	1,992,179
Net Cash Flows	119,204	(19,318)	(12,482)	14,995	28,842	8,861	29,357	(34,181)	0	0	0	0	135,279
Ending Cash	169,318	150,000	137,518	152,513	181,355	190,216	219,573	185,393	185,393	185,393	185,393	185,393	2,127,457

The Golf Club at Cypress Head
Summary of All Units
For the Seven Months Ending April 30, 2016

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							
71,580	69,240	103%	67,883	105%	Green Fees	411,230	395,517	104%	425,228	97%	604,248	412,155
55,884	45,736	122%	44,839	125%	Cart Fee	293,594	265,735	110%	288,715	102%	419,178	293,594
0	0	0%	0	0%	Initiation Fees	0	0	0%	0	0%	0	750
40	(32)	-125%	(32)	-125%	Handicap Fee	4,759	4,416	108%	4,392	108%	4,516	4,759
850	356	239%	105	810%	Lessons	3,741	1,779	210%	407	920%	3,029	3,741
0	0	0%	0	0%	Other Pro Shop Revenue	74	0	0%	0	0%	0	3,617
300	359	84%	256	117%	Rental Clubs	1,607	2,224	72%	1,856	87%	3,224	1,607
5,553	8,249	67%	14,999	37%	Retail	33,362	36,852	91%	47,325	70%	61,281	39,731
4,444	3,974	112%	1,936	230%	Range	21,838	19,820	110%	16,885	129%	35,044	21,838
0	0	0%	12,252	0%	Food & Beverage	0	0	0%	104,050	0%	0	0
0	0	0%	7,194	0%	Beer	0	0	0%	44,557	0%	0	6
0	0	0%	2,900	0%	Liquor	0	0	0%	26,928	0%	0	0
0	0	0%	370	0%	Wine	0	0	0%	6,826	0%	0	0
0	0	0%	0	0%	F&B Other	0	0	0%	600	0%	0	0
4,464	3,954	113%	3,877	115%	City Surcharge R & R	23,740	21,614	110%	24,901	95%	35,106	23,740
0	0	0%	0	0%	Miscellaneous G&A	0	0	0%	0	0%	0	(866)
143,115	131,836	109%	156,577	91%	Total Revenues	793,944	747,957	106%	992,669	80%	1,165,626	804,672
					COST OF GOODS SOLD							
3,633	4,534	80%	14,165	26%	COGS - Merchandise	24,460	20,251	121%	35,237	69%	33,672	33,766
0	0	0%	5,356	0%	COGS - Food & Beverage	0	0	0%	46,905	0%	0	164
0	0	0%	2,611	0%	COGS - Beer	0	0	0%	16,969	0%	0	(90)
0	0	0%	684	0%	COGS - Liquor	0	0	0%	5,659	0%	0	0
0	0	0%	(10)	0%	COGS - Wine	0	0	0%	2,978	0%	0	8
3,633	4,534	80%	22,806	16%	Total COGS	24,460	20,251	121%	107,747	23%	33,672	33,848
139,482	127,302	110%	133,771	104%	GROSS MARGIN	769,484	727,706	106%	884,922	87%	1,131,954	770,824
65.44%	54.96%	119.06%	94.44%	69.29%	COGS - Merchandise %	73.32%	54.95%	133.42%	74.46%	98.47%	54.95%	1300.99%
0.00%	0.00%	0.00%	43.72%	0.00%	COGS - Food & Beverage %	0.00%	0.00%	0.00%	45.08%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	36.30%	0.00%	COGS - Beer %	0.00%	0.00%	0.00%	38.08%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	23.58%	0.00%	COGS - Liquor %	0.00%	0.00%	0.00%	21.01%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	-2.76%	0.00%	COGS - Wine %	0.00%	0.00%	0.00%	43.63%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	38.04%	0.00%	COGS - All Food & Bev	0.00%	0.00%	0.00%	39.76%	0.00%	0.00%	8077.54%
					PAYROLL							
18,131	18,072	100%	18,213	100%	Gross Payroll - Salaried	126,763	126,504	100%	131,753	96%	216,864	214,575
0	0	0%	3,000	0%	Gross Kitchen Payroll - Salaried	0	0	0%	23,908	0%	0	591
25,048	22,231	113%	19,127	131%	Gross Payroll - Hourly	182,497	150,751	121%	142,067	128%	264,129	242,699
0	0	0%	5,630	0%	Gross Kitchen Payroll - Hourly	0	0	0%	52,184	0%	0	(795)
43,179	40,303	107%	45,970	94%	S/T Wages	309,260	277,255	112%	349,912	88%	480,993	457,070
3,291	3,083	107%	3,671	90%	Payroll Tax - FICA	23,350	21,206	110%	26,994	87%	36,789	34,646
481	656	73%	880	55%	Payroll Tax - UC	4,162	4,739	88%	9,564	44%	6,837	5,018
875	867	101%	962	91%	Payroll Tax - WC	6,808	5,686	120%	8,423	81%	10,066	10,529
5,054	5,408	93%	6,158	82%	Benefits	37,173	37,854	98%	45,646	81%	67,882	63,502
9,702	10,014	97%	11,669	83%	S/T Adders	71,493	69,485	103%	90,626	79%	121,574	113,694
52,880	50,317	105%	57,640	92%	TOTAL PAYROLL	380,753	346,740	110%	440,537	86%	602,567	570,763
					OPERATING EXPENSES							
0	0	0%	387	0%	Bar Supplies	0	0	0%	2,165	0%	0	0
16	0	0%	0	0%	Cart Supplies	1,102	527	209%	521	211%	590	1,102
137	0	0%	0	0%	Course Accessories	920	4,081	23%	4,041	23%	4,676	1,139
0	0	0%	0	0%	Dining Room Supplies	0	0	0%	92	0%	0	0
1,123	0	0%	0	0%	Fertilizer	9,007	3,976	227%	3,690	244%	10,531	34,742
0	100	0%	0	0%	Flowers/Decor	74	300	25%	0	0%	400	74
1,009	0	0%	0	0%	Fuel	5,087	5,700	89%	5,246	97%	13,010	10,517
0	638	0%	632	0%	Fungicides	1,635	1,733	94%	1,320	124%	2,461	2,848
2,797	803	348%	696	402%	Herbicides	7,613	3,402	224%	3,170	240%	12,141	21,577
525	2,005	26%	1,985	26%	Insecticides	6,897	6,208	111%	6,147	112%	14,046	15,567
1,403	289	485%	289	485%	Janitorial Supplies	2,531	3,477	73%	4,078	62%	4,739	2,789
0	0	0%	71	0%	Kitchen Supplies	0	0	0%	3,816	0%	0	0
0	0	0%	353	0%	Laundry/Linens	0	0	0%	3,772	0%	0	0
0	0	0%	0	0%	Laundry/Uniforms	55	2,338	2%	2,038	3%	2,651	55
145	59	246%	39	369%	Office Supplies	2,826	2,369	119%	2,015	140%	4,186	3,356
0	0	0%	0	0%	Printing	0	100	0%	0	0%	100	72
0	0	0%	0	0%	Range Balls	1,530	3,712	41%	3,675	42%	3,712	1,530
144	174	83%	173	84%	Range Equipment	1,227	624	197%	173	710%	724	1,227
13	0	0%	0	0%	Range Expenses	23	918	3%	463	5%	938	23
0	0	0%	0	0%	Sand/Topdress	4,291	753	570%	746	575%	2,640	10,451
0	0	0%	0	0%	Seeds/Trees	3,469	16,286	21%	16,125	22%	16,286	5,909
0	0	0%	0	0%	Small Tools	55	128	43%	127	44%	211	115
0	300	0%	0	0%	Staff/Volunteer Uniforms	0	1,286	0%	283	0%	1,419	0
0	60	0%	59	0%	Supplies	1,489	3,756	40%	2,135	70%	4,085	1,499

The Golf Club at Cypress Head
Summary of All Units
For the Seven Months Ending April 30, 2016

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	200	0%	0	0%	Tournament Expense	589	501	118%	50	1175%	701	3,086
286	91	314%	91	316%	Alarm System	919	1,465	63%	962	96%	2,159	1,476
0	0	0%	0	0%	Carpet Cleaning	0	300	0%	300	0%	1,190	0
(500)	200	-250%	4,156	-12%	Cart Repairs	955	1,400	68%	19,376	5%	2,400	6,414
371	254	146%	254	146%	Computer Service	1,847	2,231	83%	2,229	83%	3,526	2,571
0	0	0%	549	0%	Contract Cleaning	130	500	26%	3,843	3%	500	546
0	0	0%	0	0%	Guest Relations	49	0	0%	0	0%	0	49
0	0	0%	0	0%	Handicap Expense	4,417	4,309	103%	4,266	104%	4,495	4,813
0	100	0%	0	0%	Indoor Plant Maint	0	200	0%	0	0%	200	0
803	419	192%	415	194%	Irrigation	2,590	3,764	69%	3,727	70%	6,794	6,190
65	0	0%	0	0%	Lesson Expense	725	423	171%	319	227%	524	725
0	115	0%	115	0%	Pest Control	0	920	0%	920	0%	1,495	0
2,646	2,985	89%	4,072	65%	Repair & Maint - Equipment	17,127	14,431	119%	18,510	93%	22,374	27,129
1,136	605	188%	604	188%	Repair & Maint - Building	1,670	4,366	38%	3,858	43%	5,372	889
0	0	0%	0	0%	Repair & Maint - Other	0	0	0%	0	0%	0	907
0	0	0%	0	0%	Security	0	600	0%	0	0%	600	0
5,356	5,356	100%	6,032	89%	Cart Lease	37,489	37,492	100%	42,225	89%	64,266	67,650
4,512	4,512	100%	4,620	98%	Equipment Lease	31,581	31,583	100%	32,315	98%	54,144	54,056
168	157	107%	157	107%	Off-Site Storage	1,203	942	128%	942	128%	1,727	2,333
1,098	1,381	79%	1,367	80%	Utilities - Electric	7,353	9,667	76%	9,571	77%	15,256	11,161
0	0	0%	742	0%	Utilities - Gas	0	0	0%	6,026	0%	0	0
4,221	3,229	131%	3,215	131%	Utilities - Other	24,720	23,530	105%	23,431	105%	41,992	40,545
232	269	86%	268	86%	Utilities - Telephone/Fax	1,525	1,794	85%	1,787	85%	2,914	2,514
275	294	94%	291	95%	Utilities - Water	1,966	1,445	136%	1,432	137%	2,409	3,230
2,019	825	245%	1,419	142%	Advertising & Promotion	11,051	17,956	62%	13,443	82%	23,866	24,863
360	258	140%	258	140%	Bank Charges	1,617	600	270%	601	269%	746	1,734
2	0	0%	794	0%	Cash Short/(Over)	(467)	0	0%	53	-874%	0	(527)
200	175	114%	125	160%	Cell Phone	1,275	1,225	104%	1,025	124%	2,100	1,900
4,464	3,954	113%	3,877	115%	City Surcharge R & R	23,740	21,614	110%	24,901	95%	35,106	23,740
81	0	0%	0	0%	Copier/Photocopies	490	955	51%	955	51%	1,291	490
2,488	2,208	113%	2,208	113%	Credit Card Discounts	16,238	14,566	111%	13,780	118%	25,500	23,671
0	0	0%	0	0%	Donations	164	0	0%	0	0%	0	2,153
0	259	0%	259	0%	Dues & Subscriptions	150	509	29%	509	29%	1,125	834
0	200	0%	0	0%	Education & Training	0	410	0%	210	0%	410	325
61	92	66%	91	67%	Employee Relations	970	1,286	75%	1,285	76%	2,050	1,501
0	0	0%	0	0%	Employee Testing	131	0	0%	0	0%	113	276
3,796	3,756	101%	3,756	101%	Insurance Expense	26,571	27,034	98%	27,033	98%	45,074	45,611
0	0	0%	0	0%	Member Relations	131	282	47%	283	46%	659	131
22	14	154%	14	154%	Messenger Service - Fedex	220	250	88%	249	88%	447	320
0	0	0%	0	0%	Miscellaneous	13,291	10,000	133%	41	32777%	10,000	13,291
0	0	0%	0	0%	O/S - Accounting	12,000	13,200	91%	12,000	100%	13,200	12,000
0	0	0%	0	0%	O/S - Legal	0	80	0%	80	0%	160	2,568
325	0	0%	0	0%	O/S - Other	1,532	3,991	38%	3,952	39%	7,627	1,532
645	305	212%	305	211%	Payroll Processing Fee	2,063	2,698	76%	2,697	76%	4,009	3,144
39	49	80%	49	80%	Postage/Shipping	78	219	36%	220	36%	560	318
0	0	0%	0	0%	Professional Dues	0	0	0%	0	0%	0	565
(30)	200	-15%	1,039	-3%	Tax/Licenses/Fees	(180)	20	-900%	1,132	-16%	(130)	704
0	0	0%	1,601	0%	Theft Loss	106	0	0%	3,576	3%	0	2,639
0	0	0%	0	0%	Travel - Meals	1,375	0	0%	54	2567%	0	1,375
713	3,031	24%	2,681	27%	Travel - Other	6,199	9,406	66%	7,548	82%	13,128	13,782
0	0	0%	0	0%	Website Expenses	900	1,000	90%	0	0%	5,000	3,000
0	209	0%	209	0%	Employee Meals	0	1,396	0%	1,395	0%	2,396	49
43,162	40,130	108%	50,318	86%	TOTAL OPERATING EXPENSES	306,333	332,234	92%	358,947	85%	529,021	532,863
43,439	36,855	118%	25,813	168%	EBITDA	82,398	48,732	169%	85,438	96%	366	(332,803)
5,713	5,601	102%	7,370	78%	Management Fee	41,647	37,291	112%	51,487	81%	65,296	56,386
5,713	5,601	102%	7,370	78%	Management Fees	41,647	37,291	112%	51,487	81%	65,296	56,386
0	154	0%	154	0%	Deprec - Office F,F&E	0	1,078	0%	1,078	0%	1,848	(1,078)
98	98	100%	98	100%	Deprec - Mach & Equip	683	683	100%	683	100%	1,171	746
283	283	100%	283	100%	Deprec - Buildings	1,984	1,984	100%	1,984	100%	3,401	8,659
381	535	71%	535	71%	S/T DEPR. & AMORT	2,667	3,745	71%	3,745	71%	6,420	8,327
37,346	30,719	122%	17,909	209%	NET INCOME	38,084	7,696	495%	30,207	126%	(71,350)	(397,516)

The Golf Club at Cypress Head
Course & Grounds
For the Seven Months Ending April 30, 2016

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							
71,580	69,240	103%	67,883	105%	Green Fees	411,230	395,517	104%	425,228	97%	604,248	412,155
4,464	3,954	113%	3,877	115%	City Surcharge R & R	23,740	21,614	110%	24,901	95%	35,106	23,740
76,044	73,194	104%	71,759	106%	Total Revenues	434,970	417,131	104%	450,129	97%	639,354	435,895
76,044	73,194	104%	71,759	106%	GROSS MARGIN	434,970	417,131	104%	450,129	97%	639,354	435,895
					PAYROLL							
6,305	6,679	94%	6,724	94%	Gross Payroll - Salaried	47,499	46,753	102%	43,907	108%	80,148	81,448
14,701	12,813	115%	13,401	110%	Gross Payroll - Hourly	111,566	90,544	123%	88,917	125%	155,890	171,874
21,006	19,492	108%	20,125	104%	S/T Wages	159,065	137,297	116%	132,824	120%	236,038	253,323
1,532	1,491	103%	1,422	108%	Payroll Tax - FICA	11,382	10,504	108%	9,537	119%	18,058	17,920
275	339	81%	336	82%	Payroll Tax - UC	2,063	2,225	93%	3,104	66%	2,899	2,763
405	419	97%	372	109%	Payroll Tax - WC	3,402	2,814	121%	3,207	106%	4,936	5,373
2,926	3,204	91%	4,697	62%	Benefits	22,036	22,426	98%	21,579	102%	40,294	39,600
5,138	5,453	94%	6,828	75%	S/T Adders	38,883	37,969	102%	37,427	104%	66,187	65,655
26,145	24,945	105%	26,953	97%	TOTAL PAYROLL	197,948	175,266	113%	170,251	116%	302,225	318,978
					OPERATING EXPENSES							
137	0	0%	0	0%	Course Accessories	920	4,081	23%	4,041	23%	4,676	1,139
1,123	0	0%	0	0%	Fertilizer	9,007	3,976	227%	3,690	244%	10,531	34,742
0	100	0%	0	0%	Flowers/Decor	74	300	25%	0	0%	400	74
1,009	0	0%	0	0%	Fuel	5,087	5,700	89%	5,246	97%	13,010	10,517
0	638	0%	632	0%	Fungicides	1,635	1,733	94%	1,320	124%	2,461	2,848
2,797	803	348%	696	402%	Herbicides	7,613	3,402	224%	3,170	240%	12,141	21,577
525	2,005	26%	1,985	26%	Insecticides	6,897	6,208	111%	6,147	112%	14,046	15,567
0	0	0%	0	0%	Sand/Topdress	4,291	753	570%	746	575%	2,640	10,451
0	0	0%	0	0%	Seeds/Trees	3,469	16,286	21%	16,125	22%	16,286	5,909
0	0	0%	0	0%	Small Tools	55	128	43%	127	44%	211	115
0	300	0%	0	0%	Staff/Volunteer Uniforms	0	1,286	0%	283	0%	1,419	0
803	419	192%	415	194%	Irrigation	2,590	3,764	69%	3,727	70%	6,794	6,190
2,646	2,652	100%	2,625	101%	Repair & Maint - Equipment	16,569	12,317	135%	12,195	136%	19,876	25,769
0	0	0%	0	0%	Repair & Maint - Building	0	521	0%	516	0%	1,026	146
4,512	4,512	100%	4,495	100%	Equipment Lease	31,581	31,583	100%	31,464	100%	54,144	54,056
160	180	89%	179	90%	Utilities - Electric	1,388	2,035	68%	2,015	69%	3,343	2,544
2,087	1,282	163%	1,269	164%	Utilities - Other	10,482	9,724	108%	9,626	109%	16,807	19,795
99	93	106%	92	107%	Utilities - Telephone/Fax	714	666	107%	659	108%	1,036	1,134
275	294	94%	291	95%	Utilities - Water	1,966	1,445	136%	1,432	137%	2,409	3,230
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	0	230
9	92	10%	91	10%	Employee Relations	9	92	10%	91	10%	92	63
0	0	0%	0	0%	Employee Testing	131	0	0%	0	0%	113	276
325	0	0%	0	0%	O/S - Other	1,532	3,914	39%	3,875	40%	7,550	1,532
0	0	0%	0	0%	Professional Dues	0	0	0%	0	0%	0	565
300	300	100%	0	0%	Travel - Other	1,200	2,106	57%	600	200%	3,621	1,800
16,806	13,670	123%	12,770	132%	TOTAL OPERATING EXPENSES	107,210	112,020	96%	107,095	100%	194,632	220,266
33,093	34,579	96%	32,036	103%	EBITDA	129,812	129,845	100%	172,783	75%	142,497	(103,348)
33,093	34,579	96%	32,036	103%	NET INCOME	129,812	129,845	100%	172,783	75%	142,497	(103,348)

The Golf Club at Cypress Head
Carts
For the Seven Months Ending April 30, 2016

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							
55,884	45,736	122%	44,839	125%	Cart Fee	293,594	265,735	110%	288,715	102%	419,178	293,594
55,884	45,736	122%	44,839	125%	Total Revenues	293,594	265,735	110%	288,715	102%	419,178	293,594
55,884	45,736	122%	44,839	125%	GROSS MARGIN	293,594	265,735	110%	288,715	102%	419,178	293,594
					PAYROLL							
7,321	5,672	129%	4,608	159%	Gross Payroll - Hourly	43,011	36,122	119%	34,984	123%	65,049	42,818
7,321	5,672	129%	4,608	159%	S/T Wages	43,011	36,122	119%	34,984	123%	65,049	42,818
566	434	130%	351	161%	Payroll Tax - FICA	3,370	2,763	122%	2,658	127%	4,975	3,348
143	191	75%	158	90%	Payroll Tax - UC	1,073	1,105	97%	1,478	73%	2,081	1,127
143	122	117%	95	151%	Payroll Tax - WC	867	742	117%	687	126%	1,364	899
10	0	0%	(1,378)	-1%	Benefits	68	0	0%	64	106%	0	66
862	747	115%	(773)	-112%	S/T Adders	5,378	4,610	117%	4,887	110%	8,420	5,441
8,183	6,419	127%	3,834	213%	TOTAL PAYROLL	48,389	40,732	119%	39,870	121%	73,469	48,259
					OPERATING EXPENSES							
16	0	0%	0	0%	Cart Supplies	1,102	527	209%	521	211%	590	1,102
(500)	200	-250%	4,156	-12%	Cart Repairs	955	1,400	68%	19,376	5%	2,400	6,414
5,356	5,356	100%	6,032	89%	Cart Lease	37,489	37,492	100%	42,225	89%	64,266	67,650
938	1,201	78%	1,189	79%	Utilities - Electric	5,964	7,632	78%	7,555	79%	11,913	8,617
5,809	6,757	86%	11,377	51%	TOTAL OPERATING EXPENSES	45,511	47,051	97%	69,678	65%	79,169	83,784
41,893	32,560	129%	29,627	141%	EBITDA	199,695	177,952	112%	179,167	111%	266,540	161,551
41,893	32,560	129%	29,627	141%	NET INCOME	199,695	177,952	112%	179,167	111%	266,540	161,551

The Golf Club at Cypress Head
Range
For the Seven Months Ending April 30, 2016

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							
4,444	3,974	112%	1,936	230%	Range	21,838	19,820	110%	16,885	129%	35,044	21,838
4,444	3,974	112%	1,936	230%	Total Revenues	21,838	19,820	110%	16,885	129%	35,044	21,838
4,444	3,974	112%	1,936	230%	GROSS MARGIN	21,838	19,820	110%	16,885	129%	35,044	21,838
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	1,530	3,712	41%	3,675	42%	3,712	1,530
144	174	83%	173	84%	Range Equipment	1,227	624	197%	173	710%	724	1,227
13	0	0%	0	0%	Range Expenses	23	918	3%	463	5%	938	23
0	0	0%	0	0%	Repair & Maint - Equipment	0	1,114	0%	1,103	0%	1,288	0
158	174	91%	173	91%	TOTAL OPERATING EXPENSES	2,780	6,368	44%	5,414	51%	6,662	2,780
4,287	3,800	113%	1,763	243%	EBITDA	19,058	13,452	142%	11,471	166%	28,382	19,058
4,287	3,800	113%	1,763	243%	NET INCOME	19,058	13,452	142%	11,471	166%	28,382	19,058

The Golf Club at Cypress Head
F & B Cafe
For the Seven Months Ending April 30, 2016

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%	12,252	0%	Food & Beverage	0	0	0%	104,050	0%	0	0
0	0	0%	7,194	0%	Beer	0	0	0%	44,557	0%	0	6
0	0	0%	2,900	0%	Liquor	0	0	0%	26,928	0%	0	0
0	0	0%	370	0%	Wine	0	0	0%	6,826	0%	0	0
0	0	0%	0	0%	F&B Other	0	0	0%	600	0%	0	0
0	0	0%	22,714	0%	Total Revenues	0	0	0%	182,961	0%	0	6
					COST OF GOODS SOLD							
0	0	0%	5,356	0%	COGS - Food & Beverage	0	0	0%	46,905	0%	0	164
0	0	0%	2,611	0%	COGS - Beer	0	0	0%	16,969	0%	0	(90)
0	0	0%	684	0%	COGS - Liquor	0	0	0%	5,659	0%	0	0
0	0	0%	(10)	0%	COGS - Wine	0	0	0%	2,978	0%	0	8
0	0	0%	8,641	0%	Total COGS	0	0	0%	72,510	0%	0	82
0	0	0%	14,074	0%	GROSS MARGIN	0	0	0%	110,451	0%	0	(76)
0.00%	0.00%	0.00%	43.72%	0.00%	COGS - Food & Beverage %	0.00%	0.00%	0.00%	45.08%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	36.30%	0.00%	COGS - Beer %	0.00%	0.00%	0.00%	38.08%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	23.58%	0.00%	COGS - Liquor %	0.00%	0.00%	0.00%	21.01%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	-2.76%	0.00%	COGS - Wine %	0.00%	0.00%	0.00%	43.63%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	38.04%	0.00%	COGS - All Food & Bev	0.00%	0.00%	0.00%	39.76%	0.00%	0.00%	8077.54%
					PAYROLL							
0	0	0%	3,000	0%	Gross Kitchen Payroll - Salaried	0	0	0%	23,908	0%	0	591
0	0	0%	5,630	0%	Gross Kitchen Payroll - Hourly	0	0	0%	52,184	0%	0	(795)
0	0	0%	8,630	0%	S/T Wages	0	0	0%	76,092	0%	0	(205)
0	0	0%	756	0%	Payroll Tax - FICA	0	0	0%	6,414	0%	0	45
0	0	0%	209	0%	Payroll Tax - UC	0	0	0%	3,074	0%	0	68
0	0	0%	196	0%	Payroll Tax - WC	0	0	0%	1,969	0%	0	70
0	0	0%	439	0%	Benefits	0	0	0%	6,719	0%	0	0
0	0	0%	1,600	0%	S/T Adders	0	0	0%	18,175	0%	0	183
0	0	0%	10,230	0%	TOTAL PAYROLL	0	0	0%	94,267	0%	0	(22)
					OPERATING EXPENSES							
0	0	0%	387	0%	Bar Supplies	0	0	0%	2,165	0%	0	0
0	0	0%	0	0%	Dining Room Supplies	0	0	0%	92	0%	0	0
0	0	0%	71	0%	Kitchen Supplies	0	0	0%	3,816	0%	0	0
0	0	0%	353	0%	Laundry/Linens	0	0	0%	3,772	0%	0	0
0	0	0%	0	0%	Office Supplies	0	0	0%	57	0%	0	0
0	0	0%	1,114	0%	Repair & Maint - Equipment	79	0	0%	4,214	2%	0	763
0	0	0%	125	0%	Equipment Lease	0	0	0%	851	0%	0	0
0	0	0%	742	0%	Utilities - Gas	0	0	0%	6,026	0%	0	0
0	0	0%	0	0%	Cash Short/(Over)	137	0	0%	0	0%	0	137
0	0	0%	1,420	0%	Tax/Licenses/Fees	0	0	0%	1,693	0%	0	650
0	0	0%	1,601	0%	Theft Loss	106	0	0%	3,576	3%	0	2,639
0	0	0%	5,814	0%	TOTAL OPERATING EXPENSES	322	0	0%	26,261	1%	0	4,189
0	0	0%	(1,971)	0%	EBITDA	(322)	0	0%	(10,077)	3%	0	(4,243)
0	0	0%	(1,971)	0%	NET INCOME	(322)	0	0%	(10,077)	3%	0	(4,243)

The Golf Club at Cypress Head
Golf Shop
For the Seven Months Ending April 30, 2016

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							
40	(32)	-125%	(32)	-125%	Handicap Fee	4,759	4,416	108%	4,392	108%	4,516	4,759
850	356	239%	105	810%	Lessons	3,741	1,779	210%	407	920%	3,029	3,741
0	0	0%	0	0%	Other Pro Shop Revenue	74	0	0%	0	0%	0	3,617
300	359	84%	256	117%	Rental Clubs	1,607	2,224	72%	1,856	87%	3,224	1,607
5,553	8,249	67%	14,999	37%	Retail	33,362	36,852	91%	47,325	70%	61,281	39,731
6,743	8,932	75%	15,329	44%	Total Revenues	43,542	45,271	96%	53,979	81%	72,050	53,454
					COST OF GOODS SOLD							
3,633	4,534	80%	14,165	26%	COGS - Merchandise	24,460	20,251	121%	35,237	69%	33,672	33,766
3,633	4,534	80%	14,165	26%	Total COGS	24,460	20,251	121%	35,237	69%	33,672	33,766
3,109	4,398	71%	1,164	267%	GROSS MARGIN	19,082	25,020	76%	18,743	102%	38,378	19,688
65.44%	54.96%	119.06%	94.44%	69.29%	COGS - Merchandise %	73.32%	54.95%	133.42%	74.46%	98.47%	54.95%	1300.99%
					PAYROLL							
0	0	0%	1,821	0%	Gross Payroll - Salaried	0	0	0%	12,852	0%	0	465
3,026	3,746	81%	2,108	144%	Gross Payroll - Hourly	27,920	24,085	116%	13,706	204%	43,190	28,006
3,026	3,746	81%	3,929	77%	S/T Wages	27,920	24,085	116%	26,558	105%	43,190	28,471
231	287	81%	289	80%	Payroll Tax - FICA	2,153	1,842	117%	1,943	111%	3,304	2,190
63	126	50%	116	54%	Payroll Tax - UC	520	619	84%	646	80%	1,067	553
63	81	78%	73	87%	Payroll Tax - WC	560	495	113%	595	94%	906	601
0	408	0%	452	0%	Benefits	0	2,856	0%	3,162	0%	5,041	0
358	902	40%	930	38%	S/T Adders	3,233	5,812	56%	6,346	51%	10,318	3,344
3,384	4,648	73%	4,859	70%	TOTAL PAYROLL	31,153	29,897	104%	32,904	95%	53,508	31,815
					OPERATING EXPENSES							
0	20	0%	0	0%	Office Supplies	26	484	5%	74	35%	584	130
0	0	0%	0	0%	Printing	0	100	0%	0	0%	100	72
0	60	0%	59	0%	Supplies	1,489	3,756	40%	2,135	70%	4,085	1,499
0	200	0%	0	0%	Tournament Expense	589	501	118%	50	1175%	701	3,086
0	0	0%	0	0%	Handicap Expense	4,417	4,309	103%	4,266	104%	4,495	4,813
65	0	0%	0	0%	Lesson Expense	725	423	171%	319	227%	524	725
0	85	0%	84	0%	Repair & Maint - Building	0	666	0%	164	0%	666	0
65	365	18%	143	45%	TOTAL OPERATING EXPENSES	7,245	10,239	71%	7,007	103%	11,155	10,325
(340)	(615)	55%	(3,839)	9%	EBITDA	(19,317)	(15,116)	128%	(21,168)	91%	(26,285)	(22,452)
(340)	(615)	55%	(3,839)	9%	NET INCOME	(19,317)	(15,116)	128%	(21,168)	91%	(26,285)	(22,452)

The Golf Club at Cypress Head
G & A
For the Seven Months Ending April 30, 2016

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%	Initiation Fees	0	0	0%	0	0%	0	750
0	0	0%	0	0%	Miscellaneous G&A	0	0	0%	0	0%	0	(866)
0	0	0%	0	0%	Total Revenues	0	0	0%	0	0%	0	(116)
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	0	0%	0	(116)
					PAYROLL							
8,265	8,333	99%	6,197	133%	Gross Payroll - Salaried	55,719	58,331	96%	50,558	110%	99,996	97,206
0	0	0%	(989)	0%	Gross Payroll - Hourly	0	0	0%	4,461	0%	0	0
8,265	8,333	99%	5,208	159%	S/T Wages	55,719	58,331	96%	55,018	101%	99,996	97,206
703	637	110%	600	117%	Payroll Tax - FICA	4,742	4,459	106%	4,664	102%	7,644	8,330
0	0	0%	60	0%	Payroll Tax - UC	344	527	65%	921	37%	527	344
193	179	108%	160	121%	Payroll Tax - WC	1,506	1,193	126%	1,368	110%	2,088	2,780
1,706	1,388	123%	1,536	111%	Benefits	12,186	9,716	125%	11,369	107%	17,506	19,108
2,603	2,204	118%	2,355	111%	S/T Adders	18,778	15,895	118%	18,323	102%	27,765	30,562
10,868	10,537	103%	7,563	144%	TOTAL PAYROLL	74,496	74,226	100%	73,341	102%	127,761	127,768
					OPERATING EXPENSES							
1,403	289	485%	289	485%	Janitorial Supplies	2,531	3,477	73%	4,078	62%	4,739	2,789
0	0	0%	0	0%	Laundry/Uniforms	55	2,338	2%	2,038	3%	2,651	55
145	39	372%	39	369%	Office Supplies	2,800	1,885	149%	1,884	149%	3,602	3,226
286	91	314%	91	316%	Alarm System	919	1,465	63%	962	96%	2,159	1,476
0	0	0%	0	0%	Carpet Cleaning	0	300	0%	300	0%	1,190	0
371	254	146%	254	146%	Computer Service	1,847	2,231	83%	2,229	83%	3,526	2,571
0	0	0%	549	0%	Contract Cleaning	130	500	26%	3,843	3%	500	546
0	0	0%	0	0%	Guest Relations	49	0	0%	0	0%	0	49
0	100	0%	0	0%	Indoor Plant Maint	0	200	0%	0	0%	200	0
0	115	0%	115	0%	Pest Control	0	920	0%	920	0%	1,495	0
0	333	0%	333	0%	Repair & Maint - Equipment	479	1,000	48%	999	48%	1,210	596
1,136	520	218%	520	218%	Repair & Maint - Building	1,670	3,179	53%	3,178	53%	3,680	743
0	0	0%	0	0%	Repair & Maint - Other	0	0	0%	0	0%	0	907
0	0	0%	0	0%	Security	0	600	0%	0	0%	600	0
168	157	107%	157	107%	Off-Site Storage	1,203	942	128%	942	128%	1,727	2,333
2,134	1,947	110%	1,947	110%	Utilities - Other	14,238	13,806	103%	13,806	103%	25,185	20,750
133	176	76%	176	76%	Utilities - Telephone/Fax	811	1,128	72%	1,128	72%	1,878	1,380
360	258	140%	258	140%	Bank Charges	1,617	600	270%	601	269%	746	1,734
2	0	0%	794	0%	Cash Short/(Over)	(604)	0	0%	53	-1131%	0	(664)
200	175	114%	125	160%	Cell Phone	1,275	1,225	104%	1,025	124%	2,100	1,900
4,464	3,954	113%	3,877	115%	City Surcharge R & R	23,740	21,614	110%	24,901	95%	35,106	23,740
81	0	0%	0	0%	Copier/Photocopies	490	955	51%	955	51%	1,291	490
2,488	2,208	113%	2,208	113%	Credit Card Discounts	16,238	14,566	111%	13,780	118%	25,500	23,671
0	0	0%	0	0%	Donations	164	0	0%	0	0%	0	2,153
0	259	0%	259	0%	Dues & Subscriptions	150	509	29%	509	29%	1,125	834
0	200	0%	0	0%	Education & Training	0	410	0%	210	0%	410	95
52	0	0%	0	0%	Employee Relations	961	1,194	81%	1,194	81%	1,958	1,438
3,796	3,756	101%	3,756	101%	Insurance Expense	26,571	27,034	98%	27,033	98%	45,074	45,611
0	0	0%	0	0%	Member Relations	131	282	47%	283	46%	659	131
22	14	154%	14	154%	Messenger Service - Fedex	220	250	88%	249	88%	447	320
0	0	0%	0	0%	Miscellaneous	1,675	0	0%	0	0%	0	1,675
0	0	0%	0	0%	O/S - Accounting	12,000	13,200	91%	12,000	100%	13,200	12,000
0	0	0%	0	0%	O/S - Legal	0	80	0%	80	0%	160	2,568
0	0	0%	0	0%	O/S - Other	0	77	0%	77	0%	77	0
645	305	212%	305	211%	Payroll Processing Fee	2,063	2,698	76%	2,697	76%	4,009	3,144
39	49	80%	49	80%	Postage/Shipping	78	219	36%	220	36%	560	318
(30)	200	-15%	(381)	8%	Tax/Licenses/Fees	(180)	20	-900%	(561)	32%	(130)	54
0	0	0%	0	0%	Travel - Meals	1,375	0	0%	54	2567%	0	1,375
316	2,620	12%	2,620	12%	Travel - Other	4,671	6,781	69%	6,780	69%	8,687	11,629
0	209	0%	209	0%	Employee Meals	0	1,396	0%	1,395	0%	2,396	49
18,209	18,228	100%	18,562	98%	TOTAL OPERATING EXPENSES	119,369	127,081	94%	129,841	92%	197,717	171,687
(29,077)	(28,765)	101%	(26,125)	111%	EBITDA	(193,865)	(201,307)	96%	(203,182)	95%	(325,478)	(299,571)
5,713	5,601	102%	7,370	78%	Management Fee	41,647	37,291	112%	51,487	81%	65,296	56,386
5,713	5,601	102%	7,370	78%	Management Fees	41,647	37,291	112%	51,487	81%	65,296	56,386
0	154	0%	154	0%	Deprec - Office F,F&E	0	1,078	0%	1,078	0%	1,848	(1,078)
98	98	100%	98	100%	Deprec - Mach & Equip	683	683	100%	683	100%	1,171	746
283	283	100%	283	100%	Deprec - Buildings	1,984	1,984	100%	1,984	100%	3,401	8,659
381	535	71%	535	71%	S/T DEPR. & AMORT	2,667	3,745	71%	3,745	71%	6,420	8,327

The Golf Club at Cypress Head
G & A
For the Seven Months Ending April 30, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(35,170)	(34,901)	101%	(34,030)	103%	NET INCOME	(238,179)	(242,343)	98%	(258,413)	92%	(397,194)	(364,284)

The Golf Club at Cypress Head
Marketing
For the Seven Months Ending April 30, 2016

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							
3,561	3,060	116%	3,470	103%	Gross Payroll - Salaried	23,546	21,420	110%	24,437	96%	36,720	35,456
3,561	3,060	116%	3,470	103%	S/T Wages	23,546	21,420	110%	24,437	96%	36,720	35,456
259	234	111%	252	103%	Payroll Tax - FICA	1,703	1,638	104%	1,777	96%	2,808	2,813
0	0	0%	0	0%	Payroll Tax - UC	163	263	62%	339	48%	263	163
70	66	106%	66	106%	Payroll Tax - WC	473	442	107%	598	79%	772	805
412	408	101%	412	100%	Benefits	2,883	2,856	101%	2,753	105%	5,041	4,729
740	708	105%	729	102%	S/T Adders	5,222	5,199	100%	5,468	95%	8,884	8,510
4,301	3,768	114%	4,199	102%	TOTAL PAYROLL	28,767	26,619	108%	29,905	96%	45,604	43,966
					OPERATING EXPENSES							
2,019	825	245%	1,419	142%	Advertising & Promotion	11,051	17,956	62%	13,443	82%	23,866	24,863
0	0	0%	0	0%	Miscellaneous	11,616	10,000	116%	41	28646%	10,000	11,616
96	111	87%	61	159%	Travel - Other	328	519	63%	168	195%	820	353
0	0	0%	0	0%	Website Expenses	900	1,000	90%	0	0%	5,000	3,000
2,115	936	226%	1,479	143%	TOTAL OPERATING EXPENSES	23,895	29,475	81%	13,651	175%	39,686	39,832
(6,416)	(4,704)	136%	(5,679)	113%	EBITDA	(52,662)	(56,094)	94%	(43,556)	121%	(85,290)	(83,798)
(6,416)	(4,704)	136%	(5,679)	113%	NET INCOME	(52,662)	(56,094)	94%	(43,556)	121%	(85,290)	(83,798)

The Golf Club at Cypress Head

For the Seven Months Ending April 30, 2016

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							
127,465	114,976	111%	112,721	113%	Green Fees & Cart Fees	704,824	661,252	107%	713,943	99%	1,023,426	705,749
5,553	8,249	67%	14,999	37%	Merchandise	33,362	36,852	91%	47,325	70%	61,281	39,731
1,190	683	174%	329	361%	Other Pro Shop	10,180	8,419	121%	6,655	153%	10,769	13,723
4,444	3,974	112%	1,936	230%	Range	21,838	19,820	110%	16,885	129%	35,044	21,838
0	0	0%	22,714	0%	Food and Beverage	0	0	0%	182,961	0%	0	6
0	0	0%	0	0%	Membership Initiation Fees	0	0	0%	0	0%	0	750
4,464	3,954	113%	3,877	115%	Other Operating Revenues	23,740	21,614	110%	24,901	95%	35,106	23,740
0	0	0%	0	0%	Other G&A Income	0	0	0%	0	0%	0	(866)
143,115	131,836	109%	156,577	91%	TOTAL REVENUE	793,944	747,957	106%	992,669	80%	1,165,626	804,672
					COST OF SALES							
3,633	4,534	80%	14,165	26%	Merchandise	24,460	20,251	121%	35,237	69%	33,672	33,766
0	0	0%	8,641	0%	Food & Beverage	0	0	0%	72,510	0%	0	82
3,633	4,534	80%	22,806	16%	TOTAL COGS	24,460	20,251	121%	107,747	23%	33,672	33,848
65.4%	55.0%	119.1%	94.4%	69.3%	COGS - Merchandise %	73.3%	55.0%	133.4%	74.5%	98.5%	54.9%	1301.0%
0.0%	0.0%	0.0%	38.0%	0.0%	COGS - Food %	0.0%	0.0%	0.0%	39.8%	0.0%	0.0%	8077.5%
					PAYROLL							
26,145	24,945	105%	26,953	97%	Course and Grounds	197,948	175,266	113%	170,251	116%	302,225	318,978
8,183	6,419	127%	3,834	213%	Carts, Range, Starters, Etc.	48,389	40,732	119%	39,870	121%	73,469	48,259
3,384	4,648	73%	4,859	70%	Pro Shop	31,153	29,897	104%	32,904	95%	53,508	31,815
0	0	0%	10,230	0%	Food and Beverage	0	0	0%	94,267	0%	0	(22)
10,868	10,537	103%	7,563	144%	General and Administrative	74,496	74,226	100%	73,341	102%	127,761	127,768
4,301	3,768	114%	4,199	102%	Marketing	28,767	26,619	108%	29,905	96%	45,604	43,966
52,880	50,317	105%	57,640	92%	TOTAL PAYROLL	380,753	346,740	110%	440,537	86%	602,567	570,763
					OPERATING EXPENSES							
16,806	13,670	123%	12,770	132%	Course and Grounds	107,210	112,020	96%	107,095	100%	194,632	220,266
5,967	6,931	86%	11,550	52%	Carts, Range, Starters, Etc.	48,291	53,419	90%	75,092	64%	85,831	86,564
65	365	18%	143	45%	Pro Shop	7,245	10,239	71%	7,007	103%	11,155	10,325
0	0	0%	5,814	0%	Food and Beverage	322	0	0%	26,261	1%	0	4,189
18,209	18,228	100%	18,562	98%	General and Administrative	119,369	127,081	94%	129,841	92%	197,717	171,687
2,115	936	226%	1,479	143%	Marketing	23,895	29,475	81%	13,651	175%	39,686	39,832
43,162	40,130	108%	50,318	86%	TOTAL OPERATING EXPENSES	306,333	332,234	92%	358,947	85%	529,021	532,863
99,676	94,981	105%	130,763	76%	TOTAL EXPENSES	711,546	699,225	102%	907,231	78%	1,165,260	1,137,475
43,439	36,855	118%	25,813	168%	EBITDA	82,398	48,732	169%	85,438	96%	366	(332,803)

The Golf Club at Cypress Head

For the Seven Months Ending April 30, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
43,439	36,855	118%	25,813	168%	EBITDA	82,398	48,732	169%	85,438	96%	366	(332,803)
(5,713)	(5,601)	102%	(7,370)	78%	MANAGEMENT FEES	(41,647)	(37,291)	112%	(51,487)	81%	(65,296)	(56,386)
					OTHER INCOME (EXPENSE)							
(381)	(535)	71%	(535)	71%	Depreciation & Amortization	(2,667)	(3,745)	71%	(3,745)	71%	(6,420)	(8,327)
(381)	(535)	71%	(535)	71%	TOTAL OTHER INCOME (EXPENSE)	(2,667)	(3,745)	71%	(3,745)	71%	(6,420)	(8,327)
37,346	30,719	122%	17,909	209%	NET INCOME	38,084	7,696	495%	30,207	126%	(71,350)	(397,516)
4,239	3,975	107%	3,936	108%	Paid Rounds	22,084	23,478	94%	25,909	85%	38,507	22,084
917	430	213%	426	215%	Annual Pass Rounds	5,421	2,634	206%	2,970	183%	4,295	5,421
235	247	95%	244	96%	Other Rounds	1,343	1,552	87%	1,772	76%	2,819	1,343
5,391	4,652	116%	4,606	117%	Total Rounds	28,848	27,664	104%	30,651	94%	45,621	28,848
34	33	102%	40	85%	Revenue/Paid Rounds	36	32	113%	38	94%	30	242
27	28	94%	34	78%	Revenue/Total Rounds	28	27	102%	32	85%	26	188

TRIAL BALANCE SUMMARY FOR 2015

The Golf Club at Cypress Head

General Ledger

Ranges: **From:** **To:**
Date: 4/1/2016 4/30/2016
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
	10020-5950-900	Cash - Course Depository NEW	$132,855.66	$190,957.45	$105,159.25	$85,798.20	$218,653.86
	10100-5950-900	Cash - Course Other	$850.00	$0.00	$0.00	$0.00	$850.00
	10120-5950-900	Cash - New Payroll	($972.27)	$43,788.07	$43,246.47	$541.60	($430.67)
	10180-5950-900	Cash - Pro Shop Bank	$500.00	$0.00	$0.00	$0.00	$500.00
	11160-5950-900	A/R Member	$3,080.00	$7,303.13	$8,646.30	($1,343.17)	$1,736.83
	12000-5950-900	Inventory - Merchandise	$13,469.91	$3,990.71	$3,703.72	$286.99	$13,756.90
	13020-5950-900	Prepaid Insurance	$11,006.00	$0.00	$3,795.92	($3,795.92)	$7,210.08
	13040-5950-900	Prepaid Exp - Other	$10,874.78	$5,868.00	$9,271.78	($3,403.78)	$7,471.00
	20040-5950-900	Furniture & Fixtures	$9,044.50	$0.00	$0.00	$0.00	$9,044.50
	20100-5950-900	Machinery & Equipment	$15,999.94	$0.00	$0.00	$0.00	$15,999.94
	20160-5950-900	Land	$54,142.76	$0.00	$0.00	$0.00	$54,142.76
	22020-5950-900	Accum. Deprec - Office F,F&E	($9,044.50)	$0.00	$0.00	$0.00	($9,044.50)
	22040-5950-900	Accum. Deprec - Mach & Equip	($12,160.47)	$0.00	$97.55	($97.55)	($12,258.02)
	22080-5950-900	Accum. Deprec - Buildings	($37,209.98)	$0.00	$283.45	($283.45)	($37,493.43)
	30000-5950-900	Accts Pay - Trade	($7,363.62)	$23,894.24	$48,834.19	($24,939.95)	($32,303.57)
	30040-5950-900	Accts Pay - Other	($28,471.90)	$28,471.90	$10,123.51	$18,348.39	($10,123.51)
	31020-5950-900	Accrued Payroll	($26,349.48)	$16,814.27	$20,398.31	($3,584.04)	($29,933.52)
	31080-5950-900	Accrued Tips Payable	$0.00	$69.00	$69.00	$0.00	$0.00
	31220-5950-900	Accrued Sales Tax	($8,735.64)	$8,735.64	$7,956.11	$779.53	($7,956.11)
	31400-5950-900	Accrued City Surcharge	($4,619.63)	$9,083.22	$4,463.59	$4,619.63	$0.00
	32000-5950-900	Deferred Rev - Rainchecks	($2,777.55)	$510.23	$1,109.54	($599.31)	($3,376.86)
	32020-5950-900	Deferred Rev - Outing Deposits	($2,122.12)	$918.27	$0.00	$918.27	($1,203.85)
	32040-5950-900	Deferred Rev - Legacy GF Passes	($34,095.48)	$5,682.58	$0.00	$5,682.58	($28,412.90)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	($36,780.00)	$6,130.00	$0.00	$6,130.00	($30,650.00)
	32060-5950-900	Deferred Rev - Gift Certificates	($4,639.14)	$0.00	$0.00	$0.00	($4,639.14)
	32070-5950-900	Deferred Rev - Gift Cards	($19,928.06)	$1,120.50	$317.26	$803.24	($19,124.82)
	32100-5950-900	Deferred Rev - Credit Books	($15,757.20)	$897.10	$690.66	$206.44	($15,550.76)
	32120-5950-900	Deferred Rev - Trail Fee Pass	($56,467.15)	$9,660.38	$1,495.10	$8,165.28	($48,301.87)
	32220-5950-900	Deferred Rev - Founders Pass	($573.72)	$95.62	$0.00	$95.62	($478.10)
	50000-5950-100	Green Fees - Annual Pass	($58,968.27)	$0.00	$11,908.20	($11,908.20)	($70,876.47)
	50040-5950-100	Green Fees - Member	($261,722.67)	$821.48	$56,029.84	($55,208.36)	($316,931.03)
	50070-5950-100	Green Fees - (surcharge)	($18,958.86)	$4,463.59	$8,927.18	($4,463.59)	($23,422.45)
	50500-5950-200	Cart Fee 18	($190,885.56)	$0.00	$46,224.00	($46,224.00)	($237,109.56)
	50520-5950-200	Cart Fee - Annual Trail	($46,824.24)	$0.00	$9,660.38	($9,660.38)	($56,484.62)
	52090-5950-600	Handicap Fee	($4,719.00)	$0.00	$40.00	($40.00)	($4,759.00)
	52150-5950-600	Lessons	($2,891.00)	$0.00	$850.00	($850.00)	($3,741.00)
	52220-5950-600	Other Pro Shop Revenue	($73.61)	$0.00	$0.00	$0.00	($73.61)
	52280-5950-600	Rental Clubs	($1,306.63)	$0.00	$300.00	($300.00)	($1,606.63)
	52310-5950-600	Retail	($27,809.17)	$0.00	$5,552.56	($5,552.56)	($33,361.73)
	53050-5950-220	Range Pass Revenue	($17,393.58)	$0.00	$4,444.32	($4,444.32)	($21,837.90)
	56120-5950-100	City Surcharge R & R	($19,276.58)	$0.00	$4,463.59	($4,463.59)	($23,740.17)
	60000-5950-600	COGS - Merchandise - Accessories	$20,826.77	$3,633.47	$0.00	$3,633.47	$24,460.24
	70000-5950-100	Gross Payroll - Salaried	$41,193.21	$9,027.44	$2,722.00	$6,305.44	$47,498.65
	70000-5950-900	Gross Payroll - Salaried	$47,453.72	$13,407.32	$5,142.40	$8,264.92	$55,718.64
	70000-5950-950	Gross Payroll - Salaried	$19,984.84	$4,670.44	$1,109.68	$3,560.76	$23,545.60
	70010-5950-100	Gross Payroll - Hourly	$96,865.29	$19,367.03	$4,666.05	$14,700.98	$111,566.27
	70010-5950-200	Gross Payroll - Hourly	$35,690.42	$10,185.48	$2,864.85	$7,320.63	$43,011.05
	70010-5950-600	Gross Payroll - Hourly	$24,894.08	$4,223.11	$1,197.14	$3,025.97	$27,920.05
	71000-5950-100	Payroll Tax - FICA	$9,850.46	$2,098.69	$567.05	$1,531.64	$11,382.10
	71000-5950-200	Payroll Tax - FICA	$2,803.35	$795.53	$229.18	$566.35	$3,369.70
	71000-5950-600	Payroll Tax - FICA	$1,921.89	$327.22	$95.77	$231.45	$2,153.34
	71000-5950-900	Payroll Tax - FICA	$4,038.75	$967.79	$264.72	$703.07	$4,741.82
	71000-5950-950	Payroll Tax - FICA	$1,444.39	$347.45	$88.77	$258.68	$1,703.07
	71010-5950-100	Payroll Tax - UC	$1,787.35	$275.16	$0.00	$275.16	$2,062.51
	71010-5950-200	Payroll Tax - UC	$930.23	$142.88	$0.00	$142.88	$1,073.11
	71010-5950-600	Payroll Tax - UC	$456.84	$63.26	$0.00	$63.26	$520.10
	71010-5950-900	Payroll Tax - UC	$344.12	$0.00	$0.00	$0.00	$344.12

TRIAL BALANCE SUMMARY FOR 2015

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	71010-5950-950	Payroll Tax - UC	$162.62	$0.00	$0.00	$0.00	$162.62
	71020-5950-100	Payroll Tax - WC	$2,996.64	$405.25	$0.00	$405.25	$3,401.89
	71020-5950-200	Payroll Tax - WC	$723.97	$143.09	$0.00	$143.09	$867.06
	71020-5950-600	Payroll Tax - WC	$496.52	$63.26	$0.00	$63.26	$559.78
	71020-5950-900	Payroll Tax - WC	$1,312.72	$193.45	$0.00	$193.45	$1,506.17
	71020-5950-950	Payroll Tax - WC	$403.15	$69.87	$0.00	$69.87	$473.02
	71030-5950-100	Benefits	$19,110.10	$4,951.06	$2,024.71	$2,926.35	$22,036.45
	71030-5950-200	Benefits	$57.90	$55.86	$45.98	$9.88	$67.78
	71030-5950-900	Benefits	$10,479.54	$3,201.49	$1,495.43	$1,706.06	$12,185.60
	71030-5950-950	Benefits	$2,470.98	$600.51	$188.68	$411.83	$2,882.81
	80110-5950-200	Cart Supplies	$1,086.00	$15.64	$0.00	$15.64	$1,101.64
	80170-5950-100	Course Accessories	$783.31	$136.92	$0.00	$136.92	$920.23
	80230-5950-100	Fertilizer	$7,884.12	$1,123.00	$0.00	$1,123.00	$9,007.12
	80250-5950-100	Flowers/Decor	$73.96	$0.00	$0.00	$0.00	$73.96
	80270-5950-100	Fuel	$4,078.34	$1,008.51	$0.00	$1,008.51	$5,086.85
	80280-5950-100	Fungicides	$1,634.77	$0.00	$0.00	$0.00	$1,634.77
	80320-5950-100	Herbicides	$4,816.10	$2,796.95	$0.00	$2,796.95	$7,613.05
	80370-5950-100	Insecticides	$6,372.45	$524.93	$0.00	$524.93	$6,897.38
	80380-5950-900	Janitorial Supplies	$1,128.44	$1,402.50	$0.00	$1,402.50	$2,530.94
	80420-5950-900	Laundry/Uniforms	$55.03	$0.00	$0.00	$0.00	$55.03
	80520-5950-600	Office Supplies	$25.53	$0.00	$0.00	$0.00	$25.53
	80520-5950-900	Office Supplies	$2,654.97	$145.11	$0.00	$145.11	$2,800.08
	80610-5950-220	Range Balls	$1,530.00	$0.00	$0.00	$0.00	$1,530.00
	80620-5950-220	Range Equipment	$1,082.62	$144.38	$0.00	$144.38	$1,227.00
	80630-5950-220	Range Expenses	$9.90	$13.25	$0.00	$13.25	$23.15
	80690-5950-100	Sand/Topdress	$4,291.42	$0.00	$0.00	$0.00	$4,291.42
	80710-5950-100	Seeds/Trees	$3,468.51	$0.00	$0.00	$0.00	$3,468.51
	80730-5950-100	Small Tools	$55.30	$0.00	$0.00	$0.00	$55.30
	80780-5950-600	Supplies	$1,489.13	$0.00	$0.00	$0.00	$1,489.13
	80810-5950-600	Tournament Expense	$588.70	$168.04	$168.04	$0.00	$588.70
	81010-5950-900	Alarm System	$633.00	$2,628.75	$2,343.00	$285.75	$918.75
	81090-5950-200	Cart Repairs	$1,455.31	$0.00	$500.00	($500.00)	$955.31
	81130-5950-900	Computer Service	$1,475.54	$371.02	$0.00	$371.02	$1,846.56
	81140-5950-900	Contract Cleaning	$130.00	$0.00	$0.00	$0.00	$130.00
	81200-5950-900	Guest Relations	$49.30	$0.00	$0.00	$0.00	$49.30
	81220-5950-600	Handicap Expense	$4,417.00	$0.00	$0.00	$0.00	$4,417.00
	81250-5950-100	Irrigation	$1,787.02	$803.17	$0.00	$803.17	$2,590.19
	81270-5950-600	Lesson Expense	$660.06	$65.00	$0.00	$65.00	$725.06
	81350-5950-100	Repair & Maint - Equipment	$13,922.78	$2,671.81	$26.00	$2,645.81	$16,568.59
	81350-5950-540	Repair & Maint - Equipment	$78.90	$0.00	$0.00	$0.00	$78.90
	81350-5950-900	Repair & Maint - Equipment	$479.45	$0.00	$0.00	$0.00	$479.45
	81360-5950-900	Repair & Maint - Building	$534.99	$1,135.50	$0.00	$1,135.50	$1,670.49
	82000-5950-200	Cart Lease	$32,133.67	$5,355.67	$0.00	$5,355.67	$37,489.34
	82020-5950-100	Equipment Lease	$27,069.67	$4,511.67	$0.00	$4,511.67	$31,581.34
	82060-5950-900	Off-Site Storage	$1,034.80	$168.00	$0.00	$168.00	$1,202.80
	83000-5950-100	Utlities - Electric	$1,228.35	$160.09	$0.00	$160.09	$1,388.44
	83000-5950-200	Utilities - Electric	$5,026.72	$937.72	$0.00	$937.72	$5,964.44
	83020-5950-100	Utlities - Other	$8,394.76	$2,087.03	$0.00	$2,087.03	$10,481.79
	83020-5950-900	Utilities - Other	$12,103.46	$2,134.38	$0.00	$2,134.38	$14,237.84
	83030-5950-100	Utlities - Telephone/Fax	$615.19	$98.55	$0.00	$98.55	$713.74
	83030-5950-900	Utilities - Telephone/Fax	$678.49	$132.99	$0.00	$132.99	$811.48
	83050-5950-100	Utlities - Water	$1,691.14	$275.29	$0.00	$275.29	$1,966.43
	84030-5950-950	Adv/Promo - Local/Regional Print	$1,322.00	$0.00	$0.00	$0.00	$1,322.00
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	$7,646.03	$1,868.78	$0.00	$1,868.78	$9,514.81
	84050-5950-950	Adv/Promo - Newsletter	$64.35	$150.00	$0.00	$150.00	$214.35
	85020-5950-900	Bank Charges	$1,256.95	$360.17	$0.00	$360.17	$1,617.12
	85050-5950-540	Cash Short/(Over)	$137.02	$0.00	$0.00	$0.00	$137.02
	85050-5950-900	Cash Short/(Over)	($605.72)	$155.00	$153.33	$1.67	($604.05)
	85060-5950-900	Cell Phone	$1,075.00	$200.00	$0.00	$200.00	$1,275.00
	85070-5950-900	City Surcharge R & R	$19,276.58	$4,463.59	$0.00	$4,463.59	$23,740.17
	85110-5950-900	Copier/Photocopies	$408.95	$80.60	$0.00	$80.60	$489.55
	85120-5950-900	Credit Card Discounts	$13,750.40	$2,487.91	$0.00	$2,487.91	$16,238.31
	85140-5950-900	Donations	$164.05	$0.00	$0.00	$0.00	$164.05

TRIAL BALANCE SUMMARY FOR 2015

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	85150-5950-900	Dues & Subscriptions	$150.00	$0.00	$0.00	$0.00	$150.00
	85190-5950-100	Employee Relations	$0.00	$8.99	$0.00	$8.99	$8.99
	85190-5950-900	Employee Relations	$909.43	$51.88	$0.00	$51.88	$961.31
	85200-5950-100	Employee Testing	$130.75	$0.00	$0.00	$0.00	$130.75
	85280-5950-900	Insurance Expense	$22,775.52	$3,795.92	$0.00	$3,795.92	$26,571.44
	85320-5950-900	Member Relations	$131.18	$0.00	$0.00	$0.00	$131.18
	85330-5950-900	Messenger Service - Fedex	$197.97	$21.53	$0.00	$21.53	$219.50
	85340-5950-900	Miscellaneous	$1,674.92	$0.00	$0.00	$0.00	$1,674.92
	85340-5950-950	Miscellaneous	$11,616.12	$0.00	$0.00	$0.00	$11,616.12
	85390-5950-900	O/S - Accounting	$12,000.00	$0.00	$0.00	$0.00	$12,000.00
	85430-5950-100	O/S - Other	$1,206.50	$325.00	$0.00	$325.00	$1,531.50
	85480-5950-900	Payroll Processing Fee	$1,418.25	$645.14	$0.00	$645.14	$2,063.39
	85490-5950-900	Postage/Shipping	$39.20	$39.20	$0.00	$39.20	$78.40
	85610-5950-900	Tax/Licenses/Fees	($150.00)	$0.00	$30.00	($30.00)	($180.00)
	85660-5950-540	Loss/Theft	$105.82	$0.00	$0.00	$0.00	$105.82
	85710-5950-900	Travel - Meals	$1,375.38	$0.00	$0.00	$0.00	$1,375.38
	85720-5950-100	Travel - Other	$900.00	$300.00	$0.00	$300.00	$1,200.00
	85720-5950-900	Travel - Other	$4,354.38	$316.20	$0.00	$316.20	$4,670.58
	85720-5950-950	Travel - Other	$231.59	$96.45	$0.00	$96.45	$328.04
	85730-5950-950	Website Expenses	$900.00	$0.00	$0.00	$0.00	$900.00
	90000-5950-900	Management Fee	$35,933.85	$5,712.85	$0.00	$5,712.85	$41,646.70
	98020-5950-900	Deprec - Mach & Equip	$585.30	$97.55	$0.00	$97.55	$682.85
	98040-5950-900	Deprec - Buildings	$1,700.70	$283.45	$0.00	$283.45	$1,984.15
	RCMWD-5950-100	Rounds - Complimentary - Weekday	9,445.00	138.00	0.00	138.00	9,583.00
	REMWD-5950-100	Rounds - Employee - Weekday	15,932.00	97.00	0.00	97.00	16,029.00
	RMBWD-5950-100	Rounds - Member - Weekday	52,551.00	917.00	0.00	917.00	53,468.00
	RPKWD-5950-100	Rounds - Peak - Weekday	285,108.00	4,239.00	0.00	4,239.00	289,347.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00

	Accounts	Beginning Balance	Debit	Credit	Net Change	Ending Balance
Grand Totals:	**148**	**($56,983.01)**	**$500,967.57**	**$443,984.56**	**$56,983.01**	**$0.00**

KemperSports™

May 20th, 2016

Robin Fenwick
City of Port Orange
100 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for April 2016 at Cypress Head Golf Club.

FINANCIAL SUMMARY FOR MONTH ENDING March 2016									
	Current				Year to Date				
Revenue	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget	
Green Fees	$ 71,580	$ 69,240	$ 2,340		$ 411,230	$ 395,517	$ 425,228	$ 15,713	
Cart Fees	$ 55,884	$ 45,736	$ 10,148		$ 293,594	$ 265,735	$ 288,715	$ 27,859	
Range	$ 4,444	$ 3,974	$ 470		$ 21,838	$ 19,820	$ 16,885	$ 2,018	
Pro- Shop Revenues	$ 6,743	$ 8,964	$ (2,221)		$ 43,543	$ 45,271	$ 53,980	$ (1,728)	
City Surcharge R/R	$ 4,464	$ 3,954	$ 510		$ 23,740	$ 21,614	$ 24,901	$ 2,126	
Total Revenue	**$ 143,115**	**$ 131,868**	**$ 11,247**		**$ 793,945**	**$ 747,957**	**$ 809,709**	**$ 45,988**	
Cost of Sales	$ 3,633	$ 4,534	$ (901)		$ 24,460	$ 20,251	$ 35,237	$ 4,209	
Merchandise	$ 3,633	$ 4,534	$ (901)	65%	$ 24,460	$ 20,251	$ 35,237	$ 4,209	74%
Gross Margin	**$ 139,482**	**$ 127,334**	**$ 12,148**		**$ 769,485**	**$ 727,706**	**$ 774,472**	**$ 41,779**	
Total Payroll	$ 52,880	$ 50,317	$ 2,563		$ 380,753	$ 346,740	$ 346,270	$ 34,013	
Total Operating Expenses	$ 43,162	$ 40,130	$ 3,032		$ 306,333	$ 332,234	$ 332,686	$ (25,901)	
Net Operating Income	**$ 43,440**	**$ 36,887**	$ 6,553		**$ 82,399**	**$ 48,732**	**$ 95,516**	$ 33,667	
Other Expenses	**$ 6,094**	**$ 6,136**	**$ (42)**		**$ 44,314**	**$ 41,036**	**$ 55,232**	**$ 3,278**	
Management Fee	$ 5,713	$ 5,601	$ 112		$ 41,647	$ 37,291	$ 51,487	$ 4,356	
Interest Expense	$ -		$ -					$ -	
Depreciation	$ 381	$ 535	$ 545		$ 2,667	$ 3,745	$ 3,745	$ (1,078)	
Net Cash From Ops	**$ 37,346**	**$ 30,751**	**$ 6,595**		**$ 38,085**	**$ 7,696**	**$ 40,284**	**$ 30,389**	
Rounds									
Total Rounds	5,391	4,652	739		28,848	23,478	25,909	5,370	
Avg. Green Fee/Cart Fee	$23.64	$24.72	$ (1.07)		$24.43	$28.16	$27.56	$ (3.73)	
Avg. Merchandise/round	$1.25	$1.93	$ (0.68)		$1.51	$1.93	$2.08	$ (0.42)	

Food & Beverage totals have been removed from 14/15 Actuals in Total Revenues and Payroll expenses to properly reflect comparisons to fiscal year 2015/2016.

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Key Performance Highlights:

- Total revenue for the month of April was over budget by 7.9% for a total of $11,247 with the year to date revenues being 5.8% over the proposed budget for a total of $45,988. The operating expenses year to date is 8.5% under the proposed budget by $25,901. We were able to accommodate over 5,391 rounds for the month of April.

- The staff at Cypress Head Golf Course continues to be involved in hosting multiple clinics designed for ladies & juniors to help bring new players to Cypress Head golf course to experience all that the club has to offer.

- The team from Cypress Head is continuing with our program of introducing Golf in the local school system. Our team engaged almost 300 kids from the 4th and 5th grade at Cypress Creek elementary where they experienced the fun and joy of playing golf games. All of the kids were given an opportunity to sign up for future classes which are being held at the school as well as the golf course and these classes have been well attended.

- During the month of April we have hosted several after work golf leagues that have begun playing regularly in the evenings. We have the Raydon league, The Hodak league, The Teed-off golfer league and the Chamber of Commerce league. These groups have been well attended and they have enjoyed the camaraderie of playing weekly here at Cypress Head.

- Ms. Reggie Hunter, our Director of Sales & Marketing, continues to work diligently in promoting to all groups and outings that play at Cypress Head, that this is the best place to host their event. We continue to receive a tremendous amount of positive publicity throughout Port Orange and Volusia County which has been generated by all the guests who are either playing golf, taking lessons, practicing at our range or enjoying the new menus from the Tavern restaurant.

- We our participating in several Kemper Sports promotional programs to help enhance the player's enjoyment while here at Cypress Head. The biggest and most exciting promotion that we are hosting is called UNO. During the month of April we have had several winners take advantage of this program. By scoring a Hole in one, they receive an 8 day/ 7 night luxury vacation for two guests at the Grand Mayan Four Diamond Resort in Nuevo Vallarta Mexico!!! This is a phenomenal prize package offered only to Kemper managed golf courses and the program has created a large amount of "buzz" among our players.

- The other program is called Open Season and this is also sponsored through Kemper Sports in conjunction with NIKE sports. This program will entitle the first 100 golfers who score a birdie to receive a free sleeve of golf balls from Nike and Cypress Head Golf Course. Anyone who wins a prize as well as all who shoot birdies are eligible to win a grand prize package which will be drawn later in the season from all who participate.

Recognition and Awards:

- No awards were presented during April.

R&R Projects pending:

- There were no R & R projects outlined for the month of April.

Tee Sheet Activity:

- We had over 4,239 paid rounds for the month as well as 917 Annual and Cypress Pass member rounds.

- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices to increase the number of potential players.

April 2016 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	**4239**	**3975**	**3936**	**22084**	**25909**
Annual	917	430	426	5421	2970
Other rounds	235	247	244	1343	1772
Total Rounds	**5391**	**4652**	**4606**	**28848**	**30651**

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Departmental Summaries:

Course & Grounds/Range

- The maintenance team is continuing the programs that have been outlined for proper care and fertilization of the entire golf course during the spring season. Dennis and his team continue to work diligently in preparing the course for all the players. We are scheduling an aerification of the tees in May followed by aerification of the greens on June 1st.

- The range continues to receive a large amount of play due to the much improved drainage as a result of the renovations. The facility is open for practice from 7:00 AM till dusk.

Food and Beverage

- No Food and Beverage sales for the month of April. The management team of the Tavern continues to work with Ms. Hunter and I by coordinating all the details involved for any events held at Cypress Head. We are very committed to offering the best in class service to all tournament groups, individual golfers and non-golfers alike.

Golf Shop/Carts

- The golf shop continues to receive and display new merchandise to help enhance the professional nature of the golf shop and increase merchandise sales. Vendors include Footjoy, Titleist, Callaway, Bridgestone, Page & Tuttle, Nancy Lopez, Bermuda Sands, Ahead headwear and St Andrews products. We continue to hold weekly specials promoting different manufacturers to compete with the large box stores locally. We are now offering Callaway drivers and irons that can be used for demo here at the practice facility which allows players to test equipment first hand. This promotion will assist in promoting more sales and attract more golfers to our range facility. We had over $545 in gift card sales for the month as well as over $6,700.00 in pro-shop sales.

- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage as well as proper watering of all batteries to protect all warranties associated with the new fleet. In addition to the monthly process our carts are inspected daily for any damage which may have occurred during normal play. We continue to be committed to providing quality carts for the enjoyment of all our players.

- Our team continues to be involved with the national program called GLF which stands for Giant Leap Forward. This program is designed to help promote the game of golf to young golfers throughout the school system beginning in the elementary level all the way to high school. We are excited about promoting this program to all skill levels of junior golfers and this is a tremendous benefit for the City of Port Orange. As mentioned above, we introduced the program at Cypress Creek Elementary school to over 300 kids in the 4th and 5th grade that have had the chance to learn firsthand how much fun golf can be.

Marketing and Sales:

- The Sales & Marketing director has been very busy responding to all guest inquiries and she has booked multiple events for the month of May, June and August. Ms. Hunter continues 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. We are scheduled to host the Spruce Creek football booster tournament in May as well as the East Coast Open and the Port Orange South Daytona Rotary tournament.

- We are continuing our involvement with Daytona CVB, Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.

- We have increased our database of emails to over 9650 unique e-mail addresses which were accomplished by the golf team by properly registering player profiles including residency, phone numbers and proper classifications of all players. This process will allow us an opportunity to offer promotions to our database to experience all that Cypress Head has to offer.

- The team is very active on social media including Facebook and Twitter, as well as email blasts promoting all the events and programs offered at Cypress Head.

- The city of Port Orange is also involved with promoting the golf course through the POG channel and the Parks & Recreation department has been helpful in posting golf clinics at their facilities.

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Mindshare Reviews and Comments:

Report run: 5/20/2016 2:19 PM MDT
Data current as of: 5/20/2016 2:18 PM MDT

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REPORT CRITERIA	
Date of Survey	4/1/16 - 4/30/16
Course	Cypress Head

Number of Surveys: 33

#	Zip Code	Date Golfed	Date of Survey	Tee Time	Overall Rating	Service Rating	Course Rating	Food Rating	Recommend Rating	NPS	Overall Rating w/o F&B	Comments	
Totals					8.2	9.5	6.8	9.0	8.2	39.4	8.1		
Cypress Head					8.2	9.5	6.8	9.0	8.2	39.4	8.1		
Golf					8.2	9.5	6.8	9.0	8.2	39.4	8.1		

- There were over 800 questionnaires mailed out to players during the month with an overall rating for the golf course receiving an 8.2 with a recommended rating of 8.2. Many of the comments regarding the course rating have been related to the firmness of the greens and the challenge of putting on the new surfaces. I have personally met with all the MGA, WGA and regular players to address their concerns about the putting surface. I have also shared information with all players outlining the timetable for the greens to become softer and more receptive to their shots.

- Many of the reviews continue to rate our service commitment to all players helping them to enjoy their experience here at Cypress Head. There were some reviews that had constructive ideas to help us improve in some areas which we will evaluate as a team. The comments returned by the players in this avenue are useful tools in helping our maintenance and golf staff team improve. We also review all negative comments and they are discussed by our team and if required we will contact the individual to help us better understand their concerns.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource.

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Summary:

- The entire team here at Cypress Head is excited about the continuation of community programs benefitting the city of Port Orange and hearing the positive feedback from our annual pass holders and golfers regarding the improved customer service that is offered here. It has been a pleasure for the entire staff to showcase the investment made by the city for its residents as we continue to offer the best possible experience for all players and guests.

- Our plan for the month of May involves the continuation of family golf clinics, junior golf programs and individual lessons to bring more Port Orange residents to the club to experience the benefits and services that we have to offer. We have also received quite a few calls in regards to registering for our Junior Summer camps to be held during June, July and August.

- We have several local charity tournaments planned for the Month of May and of course we are looking forward to the Mayor's tournament being held in June.

- We added a super twilight special in April starting after three PM to increase the number of late evening players and help them to enjoy the benefits of Cypress Head Golf course. We have seen an increase in leagues and after work players who continue to join us weekly at Cypress Head.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/07/2016

Consent item: No

SUBJECT: First Reading - Ordinance No. 2016-9 - Moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of adult entertainment establishments in the City of Port Orange; Case No. 16-25000001

DEPARTMENT: Community Development

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance 2016 - 9, issuing a moratorium for 1-year on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of adult entertainment establishments in the City of Port Orange.

SUMMARY: Planning Commission Action (5/26/16): Recommended Approval

At the direction of the City Council at their April 19, 2016 meeting, staff has prepared an ordinance imposing a 1-year moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of Adult Entertainment Establishments within the City limits. If the ordinance is approved, the proposed moratorium will allow staff to further research the Land Development Code and Code of Ordinances regarding locations and development requirements for adult entertainment establishments.

The Adult Entertainment Establishments regulations in the Code of Ordinances and Land Development Code have not been comprehensively updated since 1997. If modifications are needed to maintain reasonable and uniform regulations for adult entertainment establishments that protect the health, safety and general welfare of the residents of Port Orange, amendments to the Code of Ordinances and Land Development Code will be prepared and brought before Council for review.

Currently, Adult Entertainment Establishments is a Special Exception use within the Highway Commercial zoning district. In Port Orange, a Special Exception is reviewed by the Planning Commission and must be approved by the City Council. In addition to standard development requirements for all Special Exception uses (traffic generation, parking, landscaping, etc.), Adult Entertainment Establishments must comply with specific development requirements. The special development requirements currently include: separation distance from residential uses, existing adult entertainment establishments, bars, schools, parks, and houses of worship as well as landscape buffering from adjacent uses.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2016-9	.pdf
2.	Staff Report	Moratorium - Adult Entertainment Establishments Staff Report.pdf

Penelope Cruz	Created/Initiated - 05/20/2016
Wayne Clark	Approved - 05/26/2016
Matthew Jones	Approved - 06/01/2016
Margaret Roberts	Approved - 06/01/2016
M. Jake Johansson	Final Approval - 06/01/2016

ORDINANCE NO. 2016-9

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING A MORATORIUM ON THE ISSUANCE OF DEVELOPMENT ORDERS, BUILDING PERMITS, ZONING VERIFICATION LETTERS, AND ZONING APPROVALS FOR BUSINESS TAX RECEIPTS FOR THE OPERATION OF ADULT ENTERTAINMENT ESTABLISHMENTS IN THE CITY OF PORT ORANGE; PROVIDING FOR THE DURATION OF THE MORATORIUM; PROVIDING FOR INTERPRETATION; PROVIDING DEFINITIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange regulates the use of land through its Comprehensive Plan and the Land Development Code; and

WHEREAS, the Land Development Code must be reviewed and amended periodically in order to maintain effective regulations; and

WHEREAS, the City Community Development Department believes that review of the City's Adult Entertainment Establishment zoning and regulations is needed to ensure effectiveness; and

WHEREAS, the City Council hereby determines that the zoning and regulations under review are of such gravity that issuing any development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for Adult Entertainment Establishments would in all probability undermine the recommendations of the Community Development Department for revisions to zoning and regulations set forth in the Land Development Code and Code of Ordinances; and

WHEREAS, to protect, preserve, and effectuate the public safety and welfare, the City Council finds that a moratorium on the receipt of applications for and the issuance of any development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for the operation of Adult Entertainment Establishments is necessary for a limited duration and until regulations are codified in the Land Development Code and Code of Ordinances to address the concerns referenced above; and

WHEREAS, specific authority for this ordinance includes but is not limited to Article VIII, Section 2, Florida Constitution of 1968; Chapters 163 and 166, Florida Statutes; and Sections 163.3161, 163.3194, and 163.3201, Florida Statutes; and

WHEREAS, the Planning Commission, sitting as both the Local Planning Agency and the Planning Commission (hereinafter referred to as the "LPA"), has found this ordinance to be consistent with the Comprehensive Plan; and

WHEREAS, the LPA has determined that this ordinance is necessary to promote the economic order of the community by encouraging the proper regulation of Adult Entertainment Establishments in the City of Port Orange; and

WHEREAS, the LPA finds that additional reasons necessary for imposing the moratorium in this ordinance include:

1. Preservation of the status quo in the community to avoid a crisis being created by the impact on abutting properties, property values and community/neighborhood preservation;

2. Preservation of the status quo in the community pending a determination by the City to adopt local regulations relating to Adult Entertainment Establishments in the City of Port Orange;

3. Avoiding the creation of vested rights or nonconforming or inconsistent uses as a result of amended permitting systems and regulations;

4. Control of community development during the time period of the review and amendment of local regulations; and

5. Allowing a time period for comprehensive planning to proceed, if applicable; and

WHEREAS, the LPA finds that based on the foregoing reasons for the moratorium established by this ordinance will promote the public health, welfare, safety, aesthetics, and economic order of the community and the region; and

WHEREAS, the LPA has determined that a moratorium of twelve (12) months in duration is the minimum reasonable period of time needed to review this issue and determine what amendments or modifications are needed; and

WHEREAS, the City Council hereby adopts the findings of the LPA as its own.

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

Section 1. Purpose and Intent.

The foregoing “WHEREAS” clauses are hereby ratified and affirmed as being true and correct and are incorporated herein by reference.

Section 2. Definitions.

Adult Entertainment Establishment shall have the same meaning as set forth in Section 18-236 of the City of Port Orange Code of Ordinances.

Section 3. Moratorium Imposed.

a. The Land Development Code and Code of Ordinances are hereby amended by placing a moratorium on the issuance of any development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for the operation of Adult Entertainment Establishments. For purposes herein, the term, "development order," shall have the same meaning as that set forth in Section 163.3164, Florida Statutes.

b. Applications for issuance of development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for medical marijuana related facilities or activities shall be considered pursuant to the following requirements:

(1) Applications received on or after the effective date of this ordinance may be received and reviewed. However, no development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts shall be issued in violation of the moratorium on the issuance of development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for the operation of Adult Entertainment Establishments. If amendments to the Comprehensive Plan or the Land Development Code are adopted by the City Council on or before the expiration of the moratorium that revise the substantive or procedural legal requirements regarding the operation of Adult Entertainment Establishments, any application not approved for issuance of a development order, building permit and zoning approval and submitted on or after the date of this ordinance, but before the expiration of the moratorium, shall be required to comply with the new substantive or procedural legal requirements.

c. The moratorium imposed by this ordinance shall expire within 365 days of adoption of this Ordinance by the City Council, or the adoption of an ordinance amending the Comprehensive Plan or the Land Development Code regarding the zoning of or otherwise regulating Adult Entertainment Establishments, whichever event shall first occur. The moratorium shall be deemed to be in effect over all of the geographic area of the City now existing or which may be hereafter annexed during the pendency of the moratorium. This ordinance shall be deemed to be pending on Adult Entertainment Establishments, within the meaning of the term "pending ordinance" as that term is used in Smith v. City of Clearwater, 403 So.2d 407 (Fla. 1981).

d. During the pendency of this moratorium the City Manager and the Community Development Director shall proceed in good faith to undertake a planning study to determine appropriate amendments to zoning and development related ordinances, if any.

e. The Community Development Director shall make interpretations of this ordinance.

Section 4. Conflicting Ordinances.

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

Section 5. Severability.

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

Section 6. Codification.

It is the intention of the City Council for the City of Port Orange, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances and Land Development Code; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section", "article" or other appropriate designation.

Section 7. Effective Date.

This ordinance shall become effective immediately upon final passage by the City Council.

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

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

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

STAFF REPORT
Moratorium - Adult Entertainment Establishments
CASE NO. 16-25000001

REQUEST:	To establish a 1-year moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of adult entertainment establishments in the City of Port Orange.
APPLICANTS:	City of Port Orange
RECOMMENDATION:	**Approval**
STAFF CONTACT:	Tim Burman, Planning Manager (386)-506-5675

PLANNING COMMISSION DATE: May 26, 2016

DISCUSSION:
The requested moratorium will allow staff to review the existing City requirements for Adult Entertainment Establishments as part of an on-going maintenance effort. The Adult Entertainment Establishments regulations in the Code of Ordinances and Land Development Code have not been comprehensively updated since 1997. If modifications are needed to maintain reasonable and uniform regulations for adult entertainment establishments that protect the health, safety and general welfare of the residents of Port Orange, amendments to the Code of Ordinances and Land Development Code will be prepared and brought before Council for review.

Currently, Adult Entertainment Establishments is a Special Exception use within the Highway Commercial zoning district. In Port Orange, a Special Exception is reviewed by the Planning Commission and must be approved by the City Council. In addition to standard development requirements for all Special Exception uses (traffic generation, parking, landscaping, etc.), Adult Entertainment Establishments must comply with specific development requirements. The special development requirements currently include: separation distance from residential uses, existing adult entertainment establishments, bars, schools, parks, and houses of worship as well as landscape buffering from adjacent uses.

At the direction of the City Council at their April 19, 2016 meeting, staff has prepared an ordinance imposing a 1-year moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of Adult Entertainment Establishments within the City limits. If the ordinance is approved, the proposed moratorium will allow staff to further research the Land Development Code and Code of Ordinances regarding locations and development requirements for adult entertainment establishments.

RECOMMENDATION:
Approval of a 1-year moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of adult entertainment establishments in the City of Port Orange as directed by the City Council at their April 19, 2016 meeting.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/07/2016

Consent item: No

SUBJECT: Development Order Modification to Final Plat & Plans and Amendment No 2. to the existing Concurrency Fair-Share Agreement for Hawks Preserve at Port Orange Plantation - Ph II, located north of Town West Blvd., between Coraci Blvd. and McGinnis Ave.
Case No. 16-52000002

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the Development Order Modification to Final Plat & Plans for the Hawks Preserve at Port Orange Plantation - Ph II Subdivision, and Amendment No. 2 to the existing Fair-Share Agreement subject to the conditions of the City Attorney's office, as attached.

SUMMARY: Planning Commission Action (4/28/16): Recommended Approval

In May 2015, the City Council approved the Final Plat and Plans for a 23-acre subdivision. The subdivision consisted of 75 individual single-family lots, along with associated subdivision improvements (streets, sidewalks, utilities, stormwater, landscaping).

The property owner has requested a modification to the approved plat and plans. 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 it can be recorded.

The only proposed modification to the plat and plans is the removal of the 9-lot cul-de-sac extension of Royal Plantation Boulevard. The 9-lots and the cul-de-sac extension of Royal Plantation Boulevard is proposed to be added to Hawks Preserve Phase I. The proposed modification to Phase II results in 66 single-family lots on 18 acres (a net decrease of 9 single-family lots). Staff has reviewed the proposed modifications and public facilities and services, such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed 66 residential lots.

The amendment to the existing Concurrency Fair-Share Agreement is to document the number of vested trips being used by the proposed 66 lot single-family subdivision. The City has already received the Fair-Share payment for the impacts on the City’s roadway

network generated by the traffic associated with the proposed 66 single-family lot subdivision. In 2006, the property owner (D.R. Horton) entered into a Fair-Share and Concurrency Agreement with the City based on the traffic generated from a 210 lot single-family subdivision (Port Orange Plantation, Phase III, IV, and V). The Fair-Share payment went to pay for portions of the improvements to Dunlawton/Taylor at I-95, Dunlawton/Clyde Morris intersection, Town West/Williamson signal, and Summertrees Road. D.R. Horton made the Fair-Share payment in December 2006. According to the 2006 Fair-Share agreement, the Fair-Share payment vested 210 single-family homes on the subject property. Phase III was built, but Phases IV and V were not. With the construction of Phase III (53 single-family lots) in 2010, a total of 157 vested single-family lots remain. The proposed subdivision is for 66 single-family homes; therefore, no additional Fair-Share payment is required for this development.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Staff Report	CC_DO Mod - Hawks Preserve PH 2 Staff ReportwEx.pdf
2.	Plat - Development Order Modification, Hawks Preserve at Port Orange Plantation PH II	Plat - DO Mod_Hawks Preserve PH II_11x17.pdf
3.	Plans - Development Order Modification, Hawks Preserve at Port Orange Plantation PH II	Plans - Hawks Preserve Phase II_11x17.pdf
4.	Amendment No 2	Amendment No 2.pdf
5.	City Attorney's Office Conditions	Hawks Preserve Ph 2 Subject to for Council.pdf

Penelope Cruz	Created/Initiated - 05/26/2016
Tim Burman	Approved - 05/26/2016
Margaret Roberts	Approved - 06/02/2016
M. Jake Johansson	Final Approval - 06/02/2016

STAFF REPORT

SUBDIVISION FINAL PLAT & PLANS / DEVELOPMENT ORDER MODIFICATION
HAWKS PRESERVE AT PORT ORANGE PLANTATION, PHASE II
CASE NO. 16-52000002

REQUEST:	Development Order Modification to the Hawks Preserve at Port Orange Plantation, Phase II Subdivision Final Plat and Plans
LOCATION:	North of Town West Boulevard, between Coraci Boulevard and McGinnis Avenue (Figure 1)
OWNER/APPLICANT:	D.R. Horton
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
CITY COUNCIL MEETING:	June 7, 2016

In May 2015, the City Council approved the Final Plat and Plans for a 23-acre subdivision. The subdivision consisted of 75 individual single-family lots, along with associated subdivision improvements (streets, sidewalks, utilities, stormwater, landscaping).

The property owner has requested a modification to the approved plat and plans. 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 it can be recorded.

The only proposed modification to the plat and plans is the removal of the 9-lot cul-de-sac extension of Royal Plantation Boulevard. The 9-lots and the cul-de-sac extension of Royal Plantation Boulevard is proposed to be added to Hawks Preserve Phase I. The proposed modification to Phase II results in 66 single-family lots on 18 acres (a net decrease of 9 single-family lots). Staff has reviewed the proposed modifications and public facilities and services, such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed 66 residential lots.

RECOMMENDATION:
Approval of the proposed Development Order Modification to the Hawks Preserve at Port Orange Plantation, Phase II Subdivision Final Plat and Plans approved by City Council in 2015.

ATTACHMENT:
Exhibit A – Proposed Changes to Hawks Preserve Subdivision Plans
Exhibit B – Hawks Preserve at Port Orange Plantation, Phase II Subdivision Final Plat
Exhibit C - Lot Configuration for Hawks Preserve at Port Orange Plantation Phase II

Date Created: April 19, 2016
Updated: May 25, 2016

EXHIBIT A1
Port Orange Plantation
Proposed Changes to Hawks Preserve Subdivision Plans

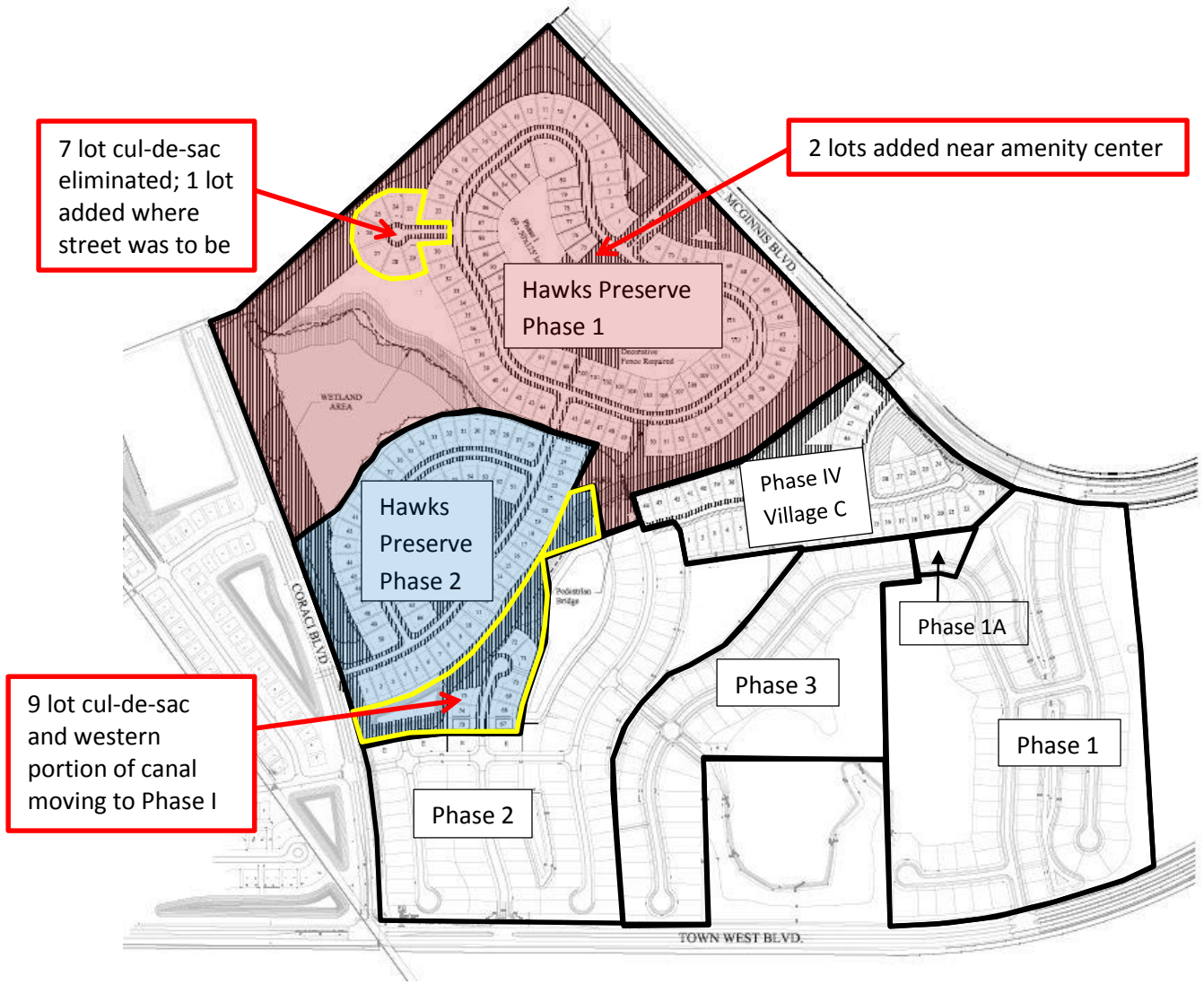


EXHIBIT A2
Port Orange Plantation
Proposed Changes to Hawks Preserve Subdivision Plans

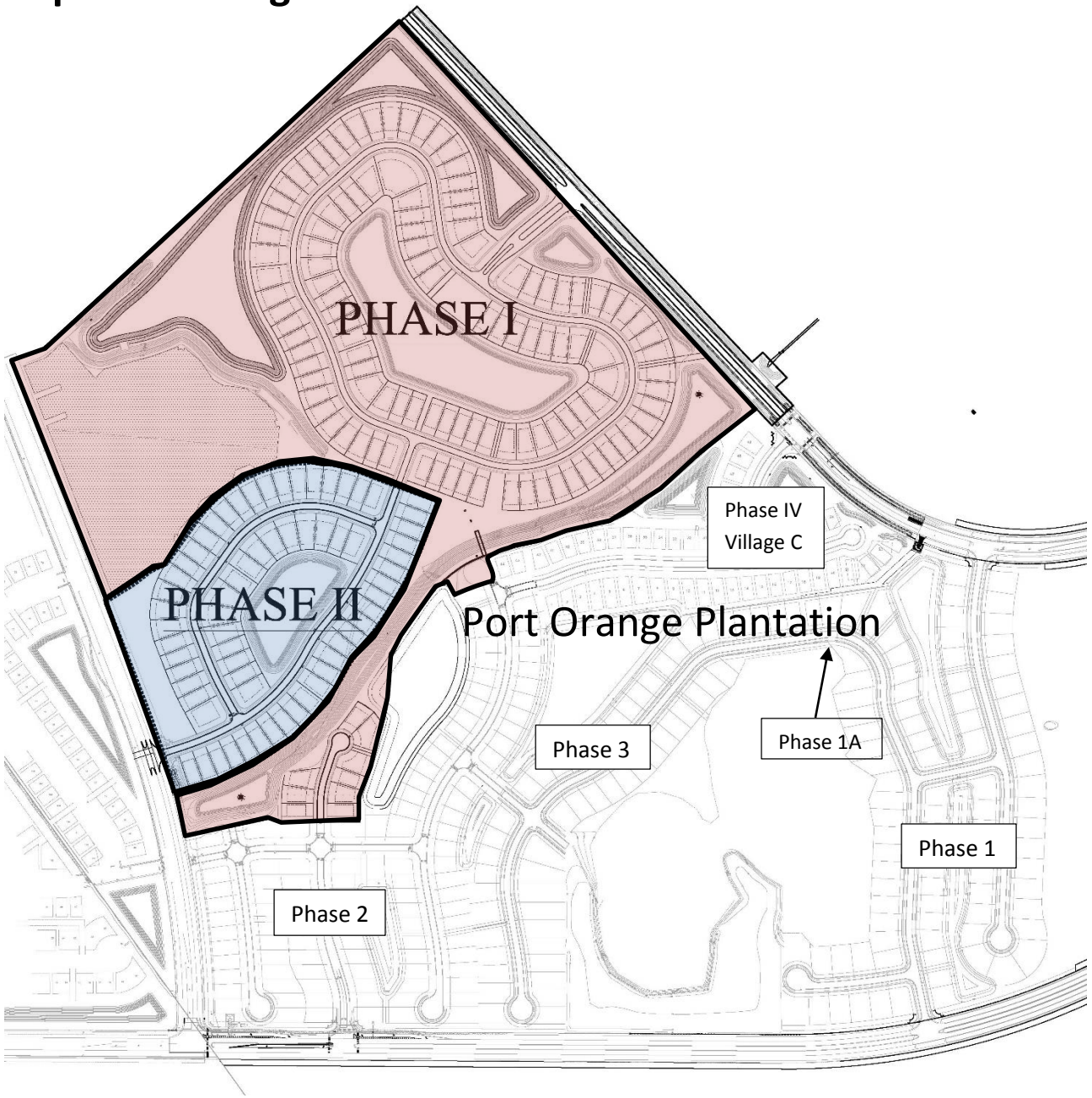


EXHIBIT B

RECEIVED
MAY 06 2016
CITY OF PORT ORANGE
Community Development

REVISED

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

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

DESCRIPTION:

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

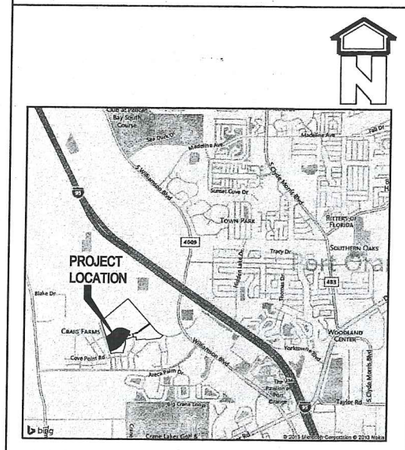
COMMENCE AT THE NORTHWEST CORNER OF TRACT "G", PORT ORANGE PLANTATION PHASE II REPLAT, AS RECORDED IN PLAT BOOK 55, PAGES 119 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ON THE EASTERLY RIGHT OF WAY LINE OF CORACI BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5700, PAGE 1433, SAID PUBLIC RECORDS AND BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 02°47'47" AND A CHORD BEARING OF N13°35'52"N; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 149.70 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°13'59" AND A CHORD BEARING OF N18°04'11"N; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 334.49 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, N21°11'11"N, 374.02 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, N57°55'24"E, 120.17 FEET; THENCE N51°28'58"E, 65.38 FEET; THENCE N64°23'57"E, 62.60 FEET; THENCE N39°28'39"E, 193.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 480.00 FEET WITH A CENTRAL ANGLE OF 75°39'05", THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE 633.78 FEET; THENCE S68°52'24"E, 113.72 FEET; THENCE S70°07'13"E, 50.00 FEET; THENCE S70°07'05"E, 125.00 FEET; THENCE S19°56'52"N, 126.98 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,300.00 FEET WITH A CENTRAL ANGLE OF 20°34'05", THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 466.69 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 350.00 FEET AND CENTRAL ANGLE OF 13°07'19", THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID REVERSE CURVE, 80.16 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 750.00 FEET AND CENTRAL ANGLE OF 33°38'22", THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID REVERSE CURVE, 440.38 FEET; THENCE S81°03'58"N, 13.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1150.00 FEET AND CENTRAL ANGLE OF 11°13'26", THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 225.28 FEET; THENCE S72°16'32"N, 15.70 FEET; THENCE S73°41'46"N, 54.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 764,765 SQ. FT. 17.55 ACRES MORE OR LESS.

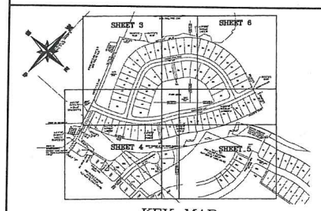
GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.2800833333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"E.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
18. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 818, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____, OF SAID PUBLIC RECORDS.
20. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOME OWNERS ASSOCIATION, INC. AS RECORDED IN O.R. BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



LOCATION MAP NOT TO SCALE



KEY MAP
SCALE: 1"=500'

ABBREVIATIONS

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

PREPARED BY:

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

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SHEET 1 OF 6

PLAT BOOK _____ PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT D.R. HORTON, INC., AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, BEING THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II", LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED. ALL STREETS, ROADS AND OTHER RIGHTS-OF-WAY SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, DEDICATED TO THE CITY OF PORT ORANGE. ALL POTABLE WATER, RECLAIMED WATER, AND SANITARY SEWER MAINS CONSTRUCTED WITHIN THE AREA ENCOMPASSED WITHIN THE PLAT ARE DEDICATED TO THE CITY OF PORT ORANGE. ALL DRAINAGE, MAINTENANCE, ACCESS, UTILITY AND VEHICULAR ACCESS CONTROL EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE CITY OF PORT ORANGE. ALL DRAINAGE, MAINTENANCE, AND ACCESS EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSES DESCRIBED IN THE GENERAL NOTES. TRACTS "A" AND "B" DEPICTED HEREON AS COMMON AREAS ARE HEREBY GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC..

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

SIGNED AND SEALED IN THE PRESENCE OF: D.R. HORTON, INC.

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

_____
PRINTED NAME: (CORPORATE SEAL)

STATE OF _____ COUNTY OF _____

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

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

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

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

CERTIFICATE OF CLERK

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

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

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

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

_____ DATE _____
SIGNATURE

PRINTED NAME: _____ P.L.S./P.S.M. NO. _____

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II" WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

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

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

CITY COUNCIL CERTIFICATE OF APPROVAL

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

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

PLANNING COMMISSION CERTIFICATE OF APPROVAL

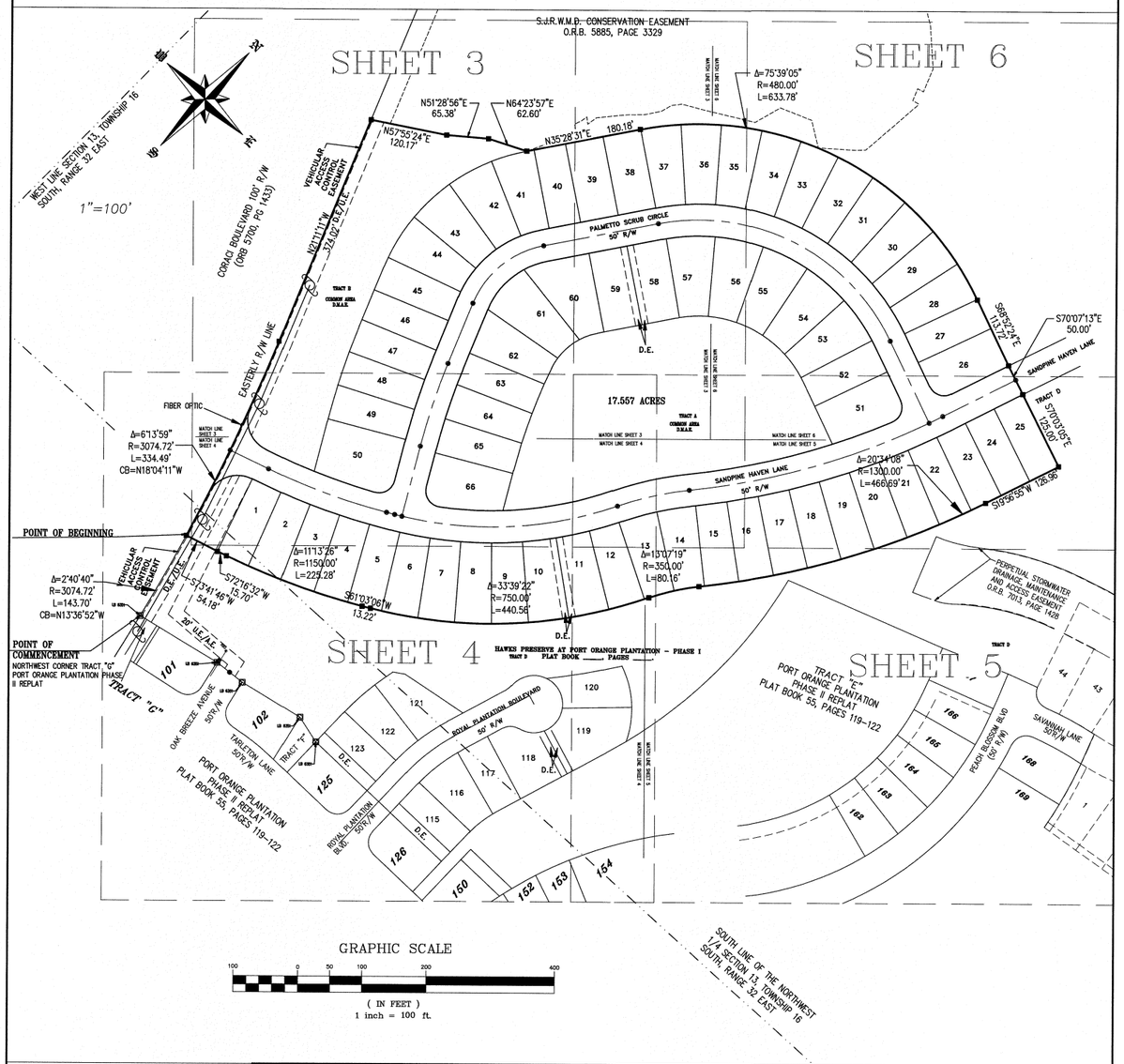
THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II" WAS APPROVED BY THE PORT ORANGE PLANNING COMMISSION ON _____

BY:_____
CHAIRMAN OF THE PORT ORANGE PLANNING COMMISSION

EXHIBIT B

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

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



GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)

1 inch = 100 ft.

PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
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3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
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5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
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7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
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9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
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14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
18. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 816, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____, OF SAID PUBLIC RECORDS.
20. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOME OWNERS ASSOCIATION, INC. AS RECORDED IN O.R. BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ABBREVIATIONS

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

PREPARED BY:

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION #3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

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EXHIBIT B

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

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

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	11.63	600.00	1°06'39"	N50°29'47"E
C2	23.65	1150.00	1°10'41"	N20°32'16"E
C3	4.45	180.00	1°24'57"	S36°11'00"W
C4	7.54	305.00	1°24'57"	S36°11'00"W
C5	7.63	180.00	2°25'41"	N70°05'14"W
C6	0.48	355.00	0°04'37"	S35°30'49"W
C7	0.64	480.00	0°04'37"	S35°30'49"W
C8	12.93	305.00	2°25'41"	N70°05'14"W
C9	18.33	100.00	10°30'04"	S12°12'51"E
C10	15.84	300.00	3°01'32"	S19°40'25"E
C11	9.24	175.00	3°01'32"	S19°40'25"E
C12	4.24	1025.00	0°14'13"	S28°49'47"E
C13	4.76	1150.00	0°14'13"	S28°49'47"E
C14	20.86	1025.00	1°09'58"	N81°38'05"E
C15	14.82	625.00	1°21'30"	N60°22'21"E
C16	6.07	625.00	0°33'23"	N27°40'26"E
C17	7.56	1175.00	0°22'07"	N40°20'00"E
C18	23.40	1150.00	1°09'58"	N81°38'05"E
C19	17.78	750.00	1°21'30"	N60°22'21"E
C20	7.28	750.00	0°33'23"	N27°40'26"E
C21	DELETED			
C22	DELETED			
C23	8.37	1300.00	0°22'07"	N40°20'00"E
C24	24.98	1300.00	1°06'01"	N20°29'56"E
C25	22.56	1175.00	1°06'01"	N20°29'56"E

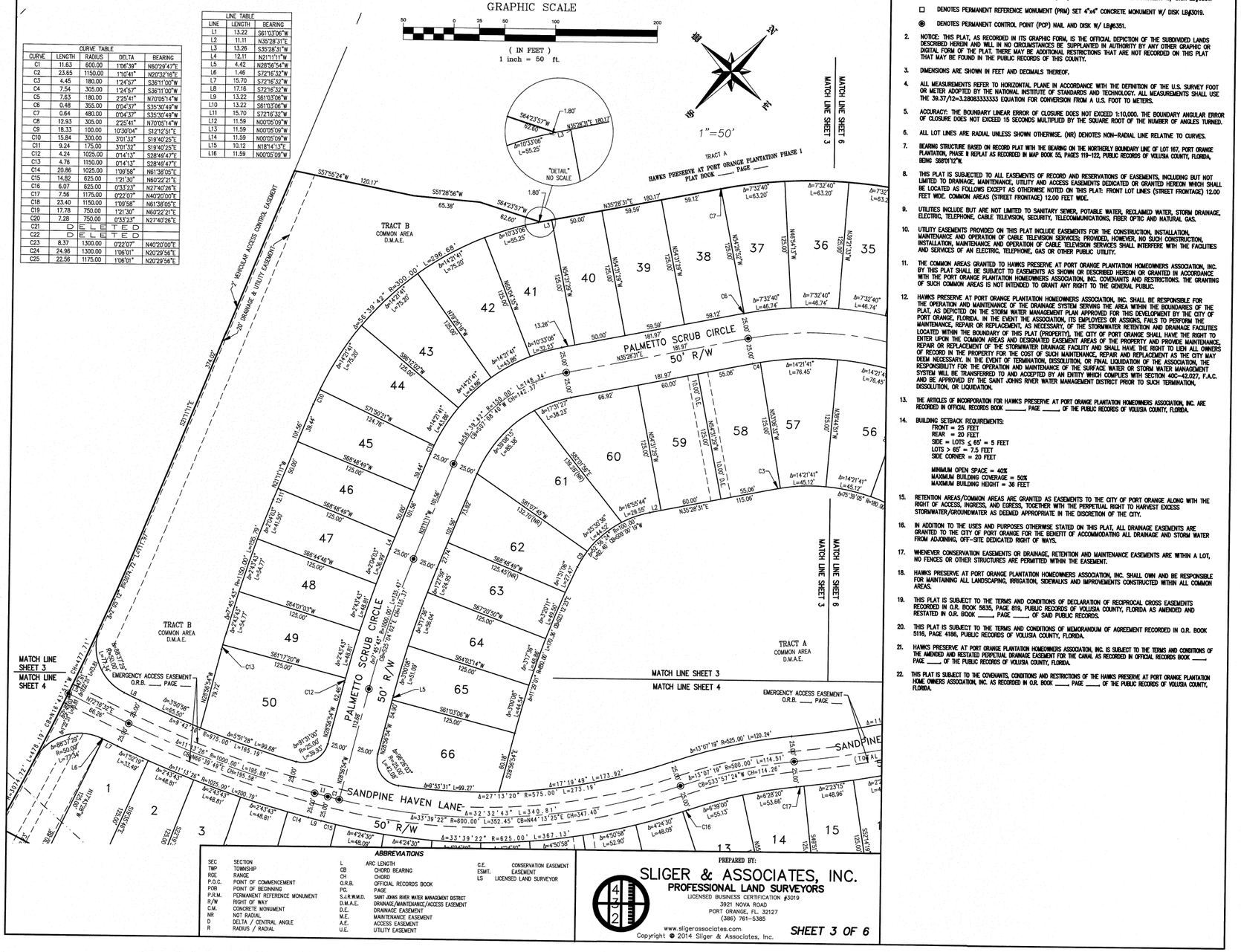
LINE TABLE		
LINE	LENGTH	BEARING
L1	13.22	S61°03'06"W
L2	11.11	N35°28'31"E
L3	13.26	S35°28'31"W
L4	12.11	N21°11'11"W
L5	4.42	N28°56'54"W
L6	1.46	S72°16'32"W
L7	15.70	S72°16'32"W
L8	17.16	S72°16'32"W
L9	13.22	S61°03'06"W
L10	13.22	S61°03'06"W
L11	15.70	S72°16'32"W
L12	11.59	N00°05'09"W
L13	11.59	N00°05'09"W
L14	11.59	N00°05'09"W
L15	10.12	N18°14'13"E
L16	11.59	N00°05'09"W

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

1"=50'



PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.280833333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S88°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
18. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5635, PAGE 819, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____, OF SAID PUBLIC RECORDS.
20. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOME OWNERS ASSOCIATION, INC. AS RECORDED IN O.R. BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ABBREVIATIONS

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

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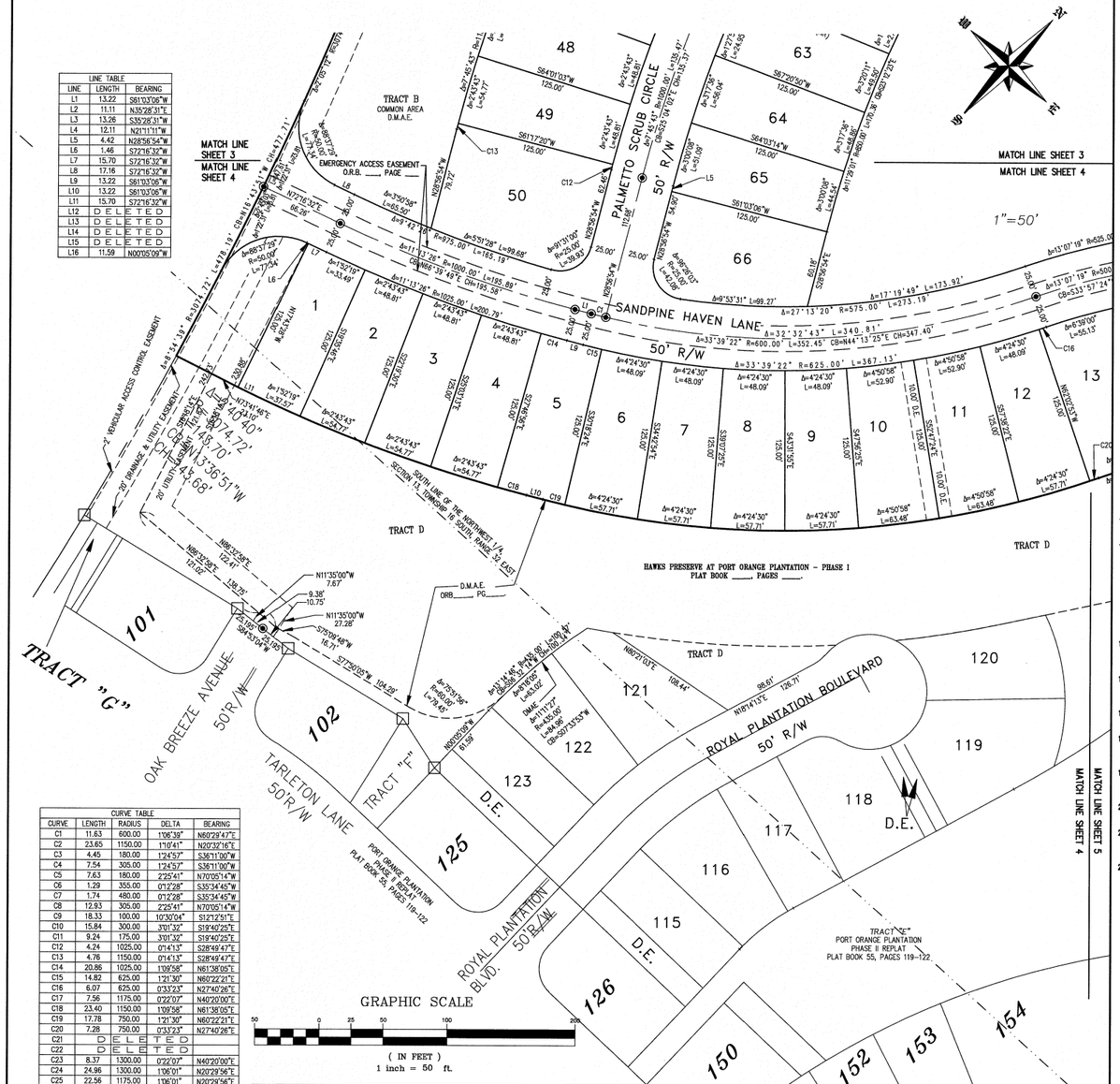
EXHIBIT B

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

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



LINE TABLE		
LINE	LENGTH	BEARING
L1	13.22	S81°03'06"W
L2	11.11	N35°28'31"E
L3	13.26	S35°28'31"W
L4	12.11	N21°11'11"W
L5	4.42	N28°56'54"W
L6	1.46	S72°16'32"W
L7	15.70	S72°16'32"W
L8	17.16	S72°16'32"W
L9	13.22	S81°03'06"W
L10	13.22	S81°03'06"W
L11	15.70	S72°16'32"W
L12	DELETED	
L13	DELETED	
L14	DELETED	
L15	DELETED	
L16	11.59	N00°05'09"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	11.63	600.00	1°06'39"	N60°29'47"E
C2	23.65	1150.00	1°10'41"	N20°32'16"E
C3	4.45	180.00	1°24'57"	S36°11'00"W
C4	7.54	305.00	1°24'57"	S36°11'00"W
C5	7.63	180.00	2°25'41"	N70°05'14"W
C6	1.29	355.00	0°12'28"	S35°34'45"W
C7	1.74	480.00	0°12'28"	S35°34'45"W
C8	12.93	305.00	2°25'41"	N70°05'14"W
C9	18.33	100.00	10°30'04"	S12°12'51"E
C10	15.84	300.00	3°01'32"	S19°40'25"E
C11	9.24	175.00	3°01'32"	S19°40'25"E
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C13	4.76	1150.00	0°14'13"	S28°49'47"E
C14	20.86	1025.00	1°09'58"	N61°38'05"E
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C20	7.28	750.00	0°33'23"	N27°40'26"E
C21	DELETED			
C22	DELETED			
C23	8.37	1300.00	0°22'07"	N40°20'00"E
C24	24.96	1300.00	1°06'01"	N20°29'56"E
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RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
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D	DELTA / CENTRAL ANGLE	A.E.	ACCESS EASEMENT		
R	RADIUS / RADIAL	U.E.	UTILITY EASEMENT		

PLAT BOOK ____ PAGE ____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
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3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
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13. THE ARTICLES OF INCORPORATION FOR HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK ____, PAGE ____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
18. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 819, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK ____, PAGE ____, OF SAID PUBLIC RECORDS.
20. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL AS RECORDED IN OFFICIAL RECORDS BOOK ____, PAGE ____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOME OWNERS ASSOCIATION, INC. AS RECORDED IN O.R. BOOK ____, PAGE ____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PREPARED BY:

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION #3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
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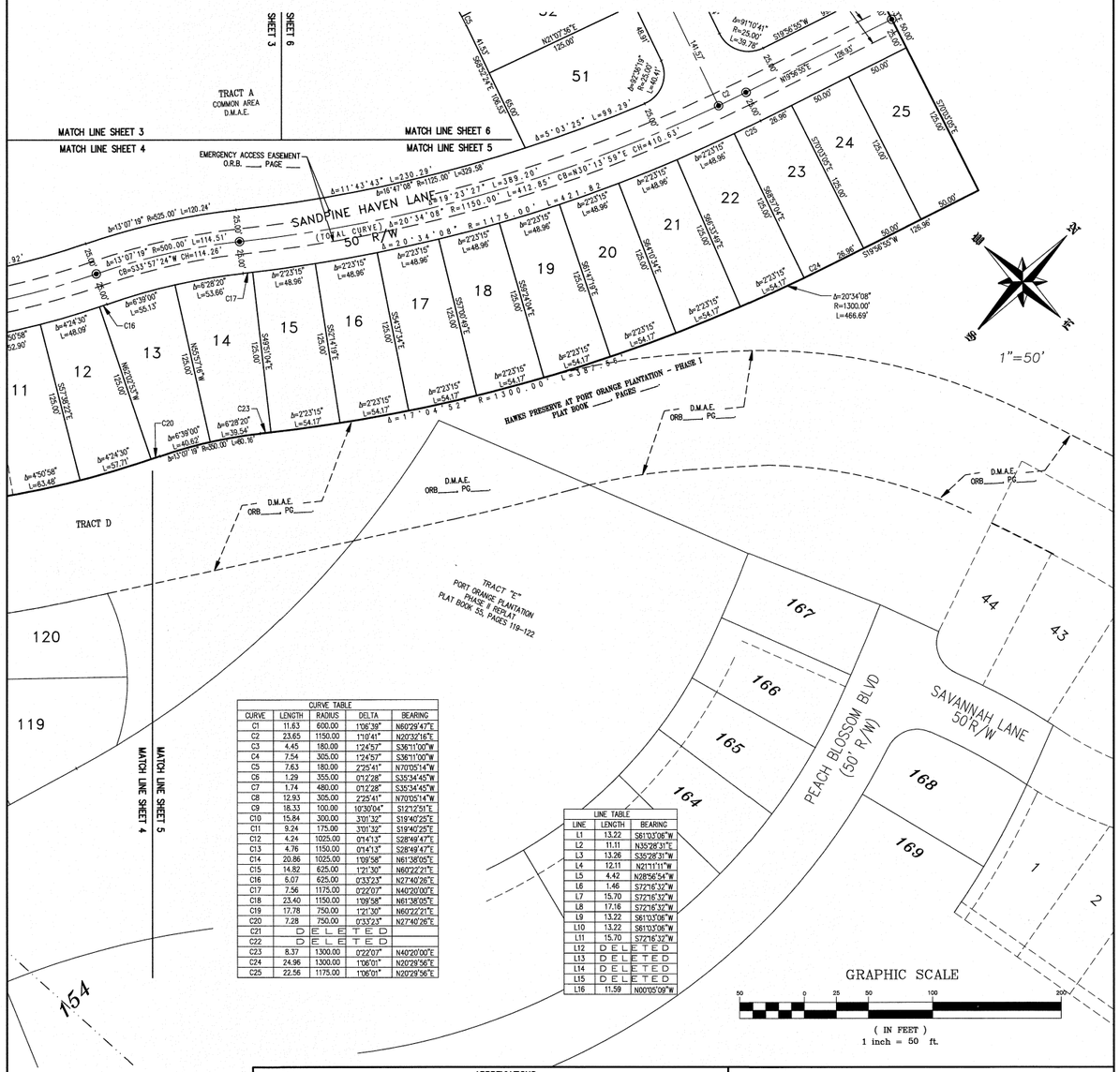
EXHIBIT B

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

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



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	11.63	600.00	1°06'39"	N60°29'47"E
C2	23.65	1150.00	1°10'41"	N20°32'16"E
C3	4.45	180.00	1°24'57"	S36°11'00"W
C4	7.54	305.00	1°24'57"	S36°11'00"W
C5	7.63	180.00	2°25'41"	N70°05'14"W
C6	1.29	355.00	0°12'28"	S35°34'45"W
C7	1.74	480.00	0°12'28"	S35°34'45"W
C8	12.93	305.00	2°25'41"	N70°05'14"W
C9	18.33	100.00	10°30'04"	S12°12'51"E
C10	15.84	300.00	3°01'32"	S19°40'25"E
C11	9.24	175.00	3°01'32"	S19°40'25"E
C12	4.24	1025.00	0°14'13"	S28°49'47"E
C13	4.76	1150.00	0°14'13"	S28°49'47"E
C14	20.86	1025.00	1°09'58"	N61°38'05"E
C15	14.82	625.00	1°21'30"	N60°22'21"E
C16	6.07	625.00	0°33'23"	N27°40'26"E
C17	7.56	1175.00	0°22'07"	N40°20'00"E
C18	23.40	1150.00	1°09'58"	N61°38'05"E
C19	17.78	750.00	1°21'30"	N60°22'21"E
C20	7.28	750.00	0°33'23"	N27°40'26"E
C21	DELETED			
C22	DELETED			
C23	8.37	1300.00	0°22'07"	N40°20'00"E
C24	24.96	1300.00	1°06'01"	N20°29'56"E
C25	22.56	1175.00	1°06'01"	N20°29'56"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	13.22	S81°03'06"W
L2	11.11	N35°28'31"E
L3	13.26	S35°28'31"W
L4	12.11	N21°11'11"W
L5	4.42	N28°56'54"W
L6	1.46	S72°16'32"W
L7	15.70	S72°16'32"W
L8	17.16	S72°16'32"W
L9	13.22	S81°03'06"W
L10	13.22	S81°03'06"W
L11	15.70	S72°16'32"W
L12	DELETED	
L13	DELETED	
L14	DELETED	
L15	DELETED	
L16	11.59	N00°05'09"W

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASURMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
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ABBREVIATIONS

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

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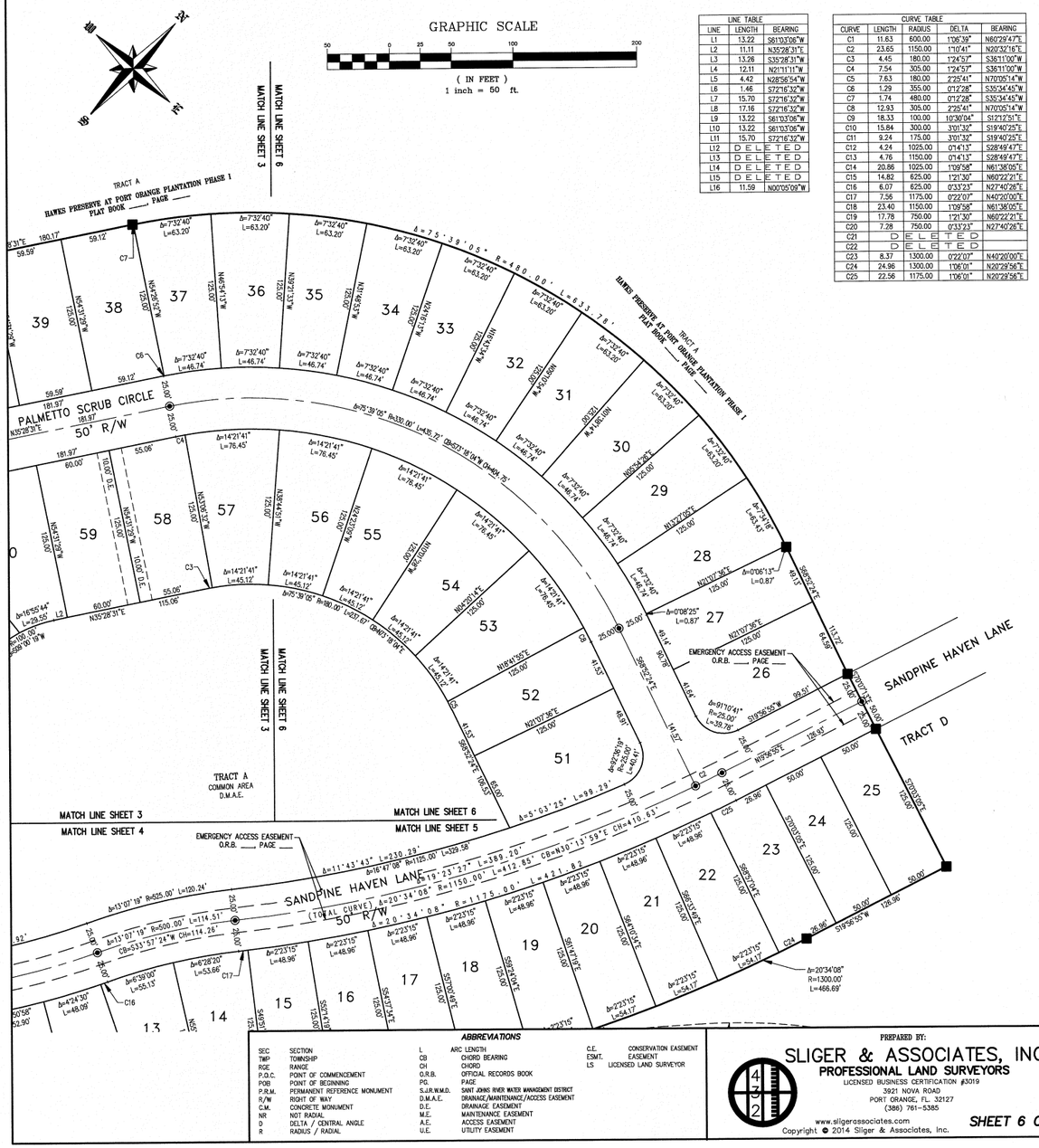
SHEET 5 OF 6

EXHIBIT B

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

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



LINE TABLE		
LINE	LENGTH	BEARING
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L3	13.26	S35°28'31"W
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L7	15.70	S72°16'32"W
L8	17.16	S72°16'32"W
L9	13.22	S61°03'06"W
L10	13.22	S61°03'06"W
L11	15.70	S72°16'32"W
L12	DELETED	
L13	DELETED	
L14	DELETED	
L15	DELETED	
L16	11.59	N00°05'09"W

CURVE TABLE				
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C20	7.28	750.00	0°33'23"	N27°40'28"E
C21	DELETED			
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C23	8.37	1300.00	0°22'07"	N40°20'00"E
C24	24.96	1300.00	1°06'01"	N20°28'56"E
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PLAT BOOK ____ PAGE ____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
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3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
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7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
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9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
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    SIDE CORNER = 20 FEET

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

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
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R	RADIUS / RADIAL	U.E.	UTILITY EASEMENT		

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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 6 OF 6

EXHIBIT C

ZEV COHEN & ASSOCIATES INC. 2015

ORMOND BEACH
3000 INTERCHANGE BLVD., STE. 2C, ORMOND BEACH, FL 32174
(386) 677-2482 FAX (386) 677-2505

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

AMELIA ISLAND
1614 ATLANTIC AVE., STE #2-D, FERNANDINA BCH, FL 32034
(904) 491-5436 FAX (904) 797-4159

NO	DATE	REVISIONS:	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
3	3/27/15	PER CLIENT DIRECTION	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

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

PROJECT NO:	6906	DRAFTED BY: CM	
ISSUE DATE:	1-21-16	CHECKED BY: RMH	
DESIGNED BY:	MLB/RMH	DRAWING FILE: 6906OP-D **XREFS** 6906BSURV XREFS: 6906BAS	

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=150'

SHEET C4 OF 20

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

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

DESCRIPTION:

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

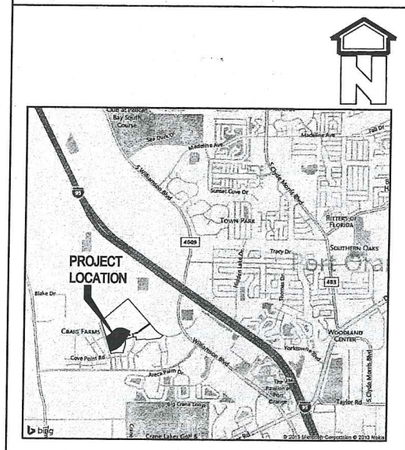
COMMENCE AT THE NORTHWEST CORNER OF TRACT "G", PORT ORANGE PLANTATION PHASE II REPLAT, AS RECORDED IN PLAT BOOK 55, PAGES 119 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ON THE EASTERLY RIGHT OF WAY LINE OF CORACI BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5700, PAGE 1433, SAID PUBLIC RECORDS AND BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 02°47'47" AND A CHORD BEARING OF N13°35'52"N; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 143.70 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°13'59" AND A CHORD BEARING OF N18°04'11"N; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 334.49 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, N21°11'11"N, 374.02 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, N57°55'24"E, 120.17 FEET; THENCE N51°28'58"E, 65.38 FEET; THENCE N64°23'57"E, 62.60 FEET; THENCE N39°28'39"E, 193.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 480.00 FEET WITH A CENTRAL ANGLE OF 75°39'05", THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE 633.78 FEET; THENCE S68°52'24"E, 113.72 FEET; THENCE S70°07'13"E, 50.00 FEET; THENCE S70°07'05"E, 125.00 FEET; THENCE S19°56'52"N, 126.98 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,300.00 FEET WITH A CENTRAL ANGLE OF 20°34'05", THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 466.69 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 350.00 FEET AND CENTRAL ANGLE OF 13°07'19", THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID REVERSE CURVE, 80.16 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 750.00 FEET AND CENTRAL ANGLE OF 33°38'22", THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID REVERSE CURVE, 440.38 FEET; THENCE S81°03'58"W, 13.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1150.00 FEET AND CENTRAL ANGLE OF 11°13'26", THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 225.28 FEET; THENCE S72°16'32"W, 15.70 FEET; THENCE S73°41'46"W, 54.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 784,765 SQ. FT. 17.58 ACRES MORE OR LESS.

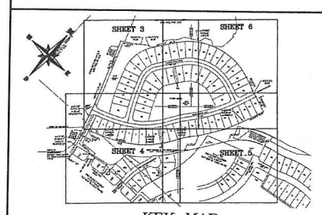
GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.2800833333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"E.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
18. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 818, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____, OF SAID PUBLIC RECORDS.
20. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOME OWNERS ASSOCIATION, INC. AS RECORDED IN O.R. BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



LOCATION MAP NOT TO SCALE



KEY MAP
SCALE: 1"=500'

ABBREVIATIONS

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

PREPARED BY:

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SHEET 1 OF 6

PLAT BOOK _____ PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT D.R. HORTON, INC., AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, BEING THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II", LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED. ALL STREETS, ROADS AND OTHER RIGHTS-OF-WAY SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, DEDICATED TO THE CITY OF PORT ORANGE. ALL POTABLE WATER, RECLAIMED WATER, AND SANITARY SEWER MAINS CONSTRUCTED WITHIN THE AREA ENCOMPASSED WITHIN THE PLAT ARE DEDICATED TO THE CITY OF PORT ORANGE. ALL DRAINAGE, MAINTENANCE, ACCESS, UTILITY AND VEHICULAR ACCESS CONTROL EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE CITY OF PORT ORANGE. ALL DRAINAGE, MAINTENANCE, AND ACCESS EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSES DESCRIBED IN THE GENERAL NOTES. TRACTS "A" AND "B" DEPICTED HEREON AS COMMON AREAS ARE HEREBY GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC..

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

SIGNED AND SEALED IN THE PRESENCE OF: D.R. HORTON, INC.

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

_____
PRINTED NAME: _____ (CORPORATE SEAL)

STATE OF _____ COUNTY OF _____

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

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

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

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

CERTIFICATE OF CLERK

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

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

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

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

_____ DATE _____
SIGNATURE

PRINTED NAME: _____ P.L.S./P.S.M. NO. _____

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II" WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

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

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

CITY COUNCIL CERTIFICATE OF APPROVAL

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

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

PLANNING COMMISSION CERTIFICATE OF APPROVAL

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

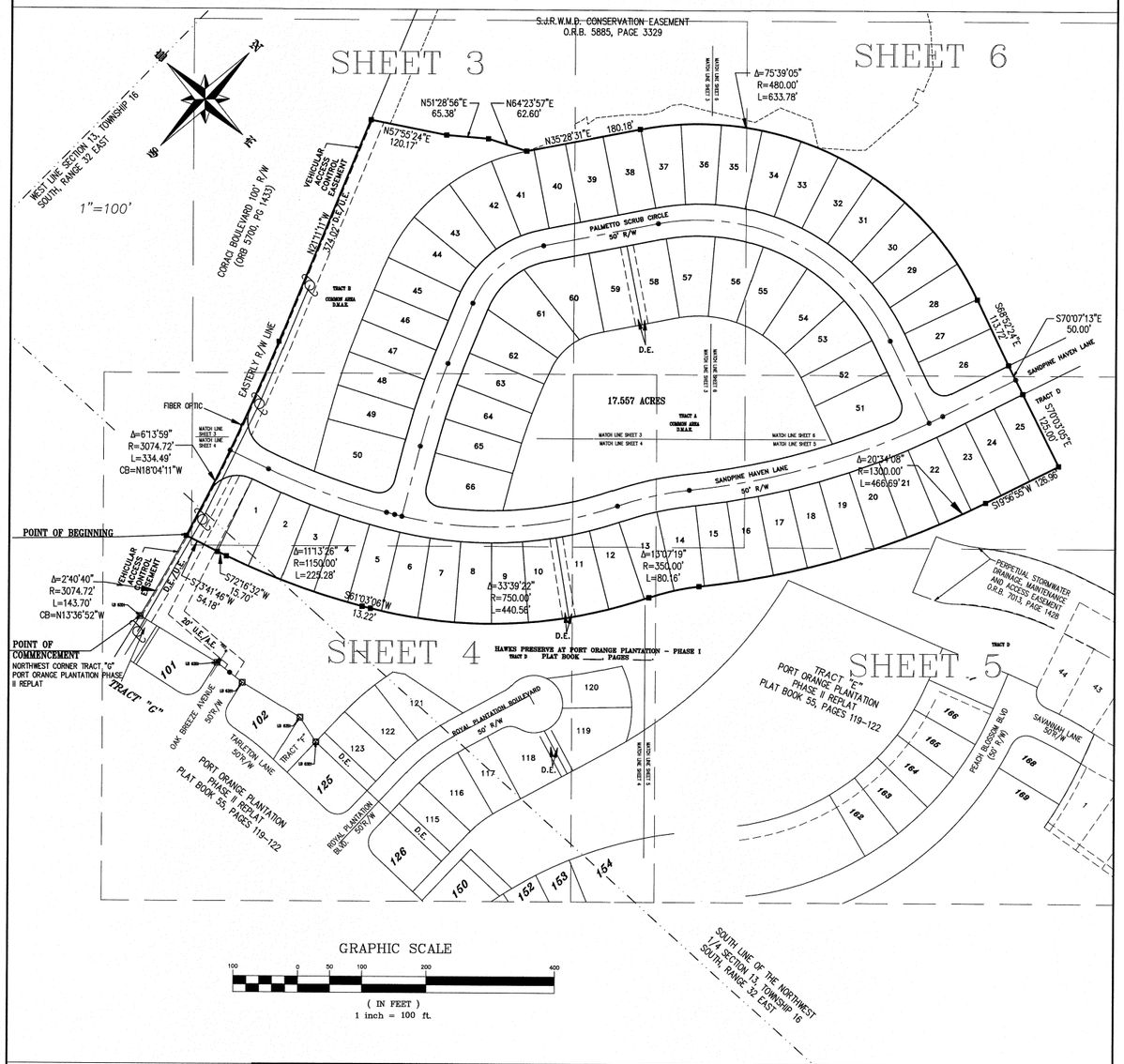
BY: _____
CHAIRMAN OF THE PORT ORANGE PLANNING COMMISSION

RECEIVED
MAY 06 2016
CITY OF PORT ORANGE
Community Development

REVISED

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

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



GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)

1 inch = 100 ft.

ABBREVIATIONS

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

PREPARED BY:

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION #3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

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PLAT BOOK _____ PAGE _____

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10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
18. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 816, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____, OF SAID PUBLIC RECORDS.
20. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOME OWNERS ASSOCIATION, INC. AS RECORDED IN O.R. BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

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

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	11.63	600.00	1°06'39"	N50°29'47"E
C2	23.65	1150.00	1°10'41"	N20°32'16"E
C3	4.45	180.00	1°24'57"	S36°11'00"W
C4	7.54	305.00	1°24'57"	S36°11'00"W
C5	7.63	180.00	2°25'41"	N70°05'14"W
C6	0.48	355.00	0°04'37"	S35°30'49"W
C7	0.64	480.00	0°04'37"	S35°30'49"W
C8	12.93	305.00	2°25'41"	N70°05'14"W
C9	18.33	100.00	10°30'04"	S12°12'51"E
C10	15.84	300.00	3°01'32"	S19°40'25"E
C11	9.24	175.00	3°01'32"	S19°40'25"E
C12	4.24	1025.00	0°14'13"	S28°49'47"E
C13	4.76	1150.00	0°14'13"	S28°49'47"E
C14	20.86	1025.00	1°09'56"	N81°36'05"E
C15	14.82	625.00	1°21'30"	N60°22'21"E
C16	6.07	625.00	0°33'23"	N27°40'26"E
C17	7.56	1175.00	0°22'07"	N40°20'00"E
C18	23.40	1150.00	1°09'58"	N81°36'05"E
C19	17.78	750.00	1°21'30"	N60°22'21"E
C20	7.28	750.00	0°33'23"	N27°40'26"E
C21	DELETED			
C22	DELETED			
C23	8.37	1300.00	0°22'07"	N40°20'00"E
C24	24.96	1300.00	1°06'01"	N20°29'56"E
C25	22.56	1175.00	1°06'01"	N20°29'56"E

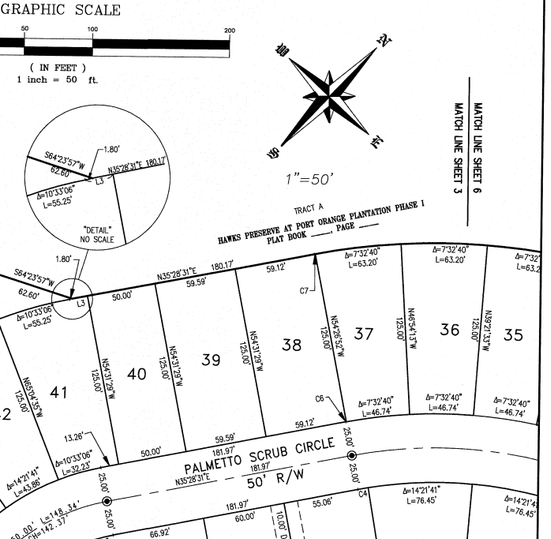
LINE TABLE		
LINE	LENGTH	BEARING
L1	13.22	S61°03'06"W
L2	11.11	N35°28'31"E
L3	13.26	S35°28'31"W
L4	12.11	N21°11'11"W
L5	4.42	N28°56'54"W
L6	1.46	S72°16'32"W
L7	15.70	S72°16'32"W
L8	17.16	S72°16'32"W
L9	13.22	S61°03'06"W
L10	13.22	S61°03'06"W
L11	15.70	S72°16'32"W
L12	11.59	N00°05'09"W
L13	11.59	N00°05'09"W
L14	11.59	N00°05'09"W
L15	10.12	N18°14'13"E
L16	11.59	N00°05'09"W

GRAPHIC SCALE

50 0 25 50 100 200

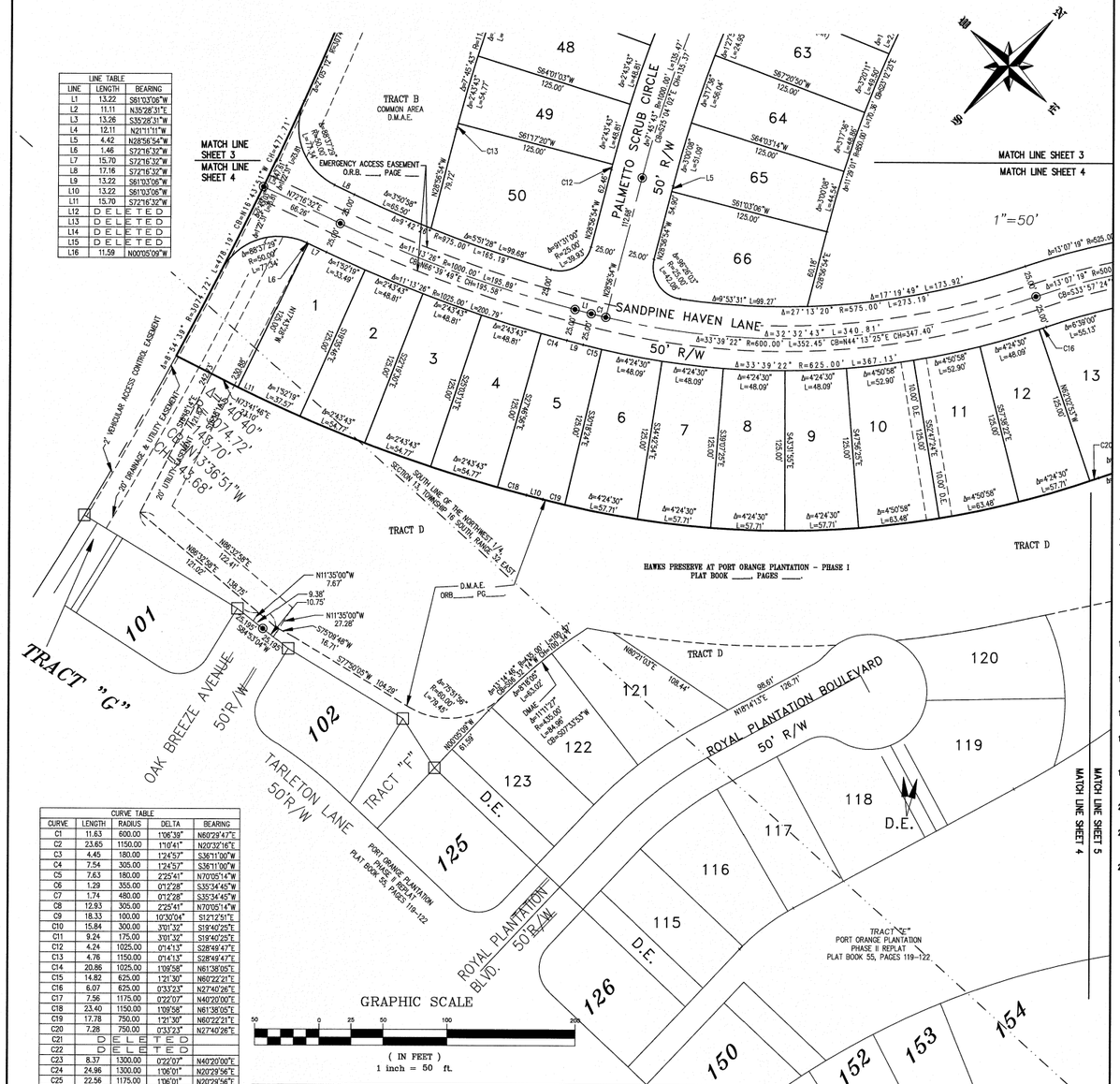
(IN FEET)
1 inch = 50 ft.

1"=50'


TRACT B
COMMON AREA
D.M.A.E.
TRACT A
COMMON AREA
D.M.A.E.
TRACT A
HAWKS PRESERVE AT PORT ORANGE PLANTATION PHASE 1
PLAT BOOK ____ PAGE ____
PALMETTO SCRUB CIRCLE
50' R/W
SANDPINE HAVEN LANE
50' R/W
SANDPINE
(TOWNHOUSES)
2' REGULAR ACCESS CONTROL EASEMENT
20' DRAINAGE & UTILITY EASEMENT
EMERGENCY ACCESS EASEMENT
O.R.B. ____ PAGE ____
MATCH LINE SHEET 3
MATCH LINE SHEET 6
MATCH LINE SHEET 4
"DETAIL"
NO SCALE
S57°55'24"W 120.17'
S51°28'56"W 65.38'
S64°23'57"W 62.60'
N35°28'31"E 180.17'
S61°03'06"W 50.00'
N35°28'31"E 59.59'
59.12'
59.59'
181.97'
25.00'
50.00'
13.26'
N54°31'29"W 125.00'
N28°56'54"W 125.00'
N70°28'16"W 125.00'
S68°46'49"W 125.00'
S64°03'14"W 125.00'
S61°17'20"W 125.00'
S64°01'03"W 125.00'
S66°44'48"W 125.00'
S72°16'32"E 96.26'
S71°55'11"E 124.76'
S72°16'32"W 124.76'
N28°56'54"W 78.72'
N28°56'54"W 54.65'
N28°56'54"W 66.48'
N28°56'54"W 170.88'
S29°36'34"E 66.18'
S72°16'32"W 96.26'
S72°16'32"W 124.76'
S72°16'32"W 124.76'
S72°16'32"W 124.76

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

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



ABBREVIATIONS

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

PREPARED BY:

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION #3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5365

www.sligerassociates.com

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PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
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HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

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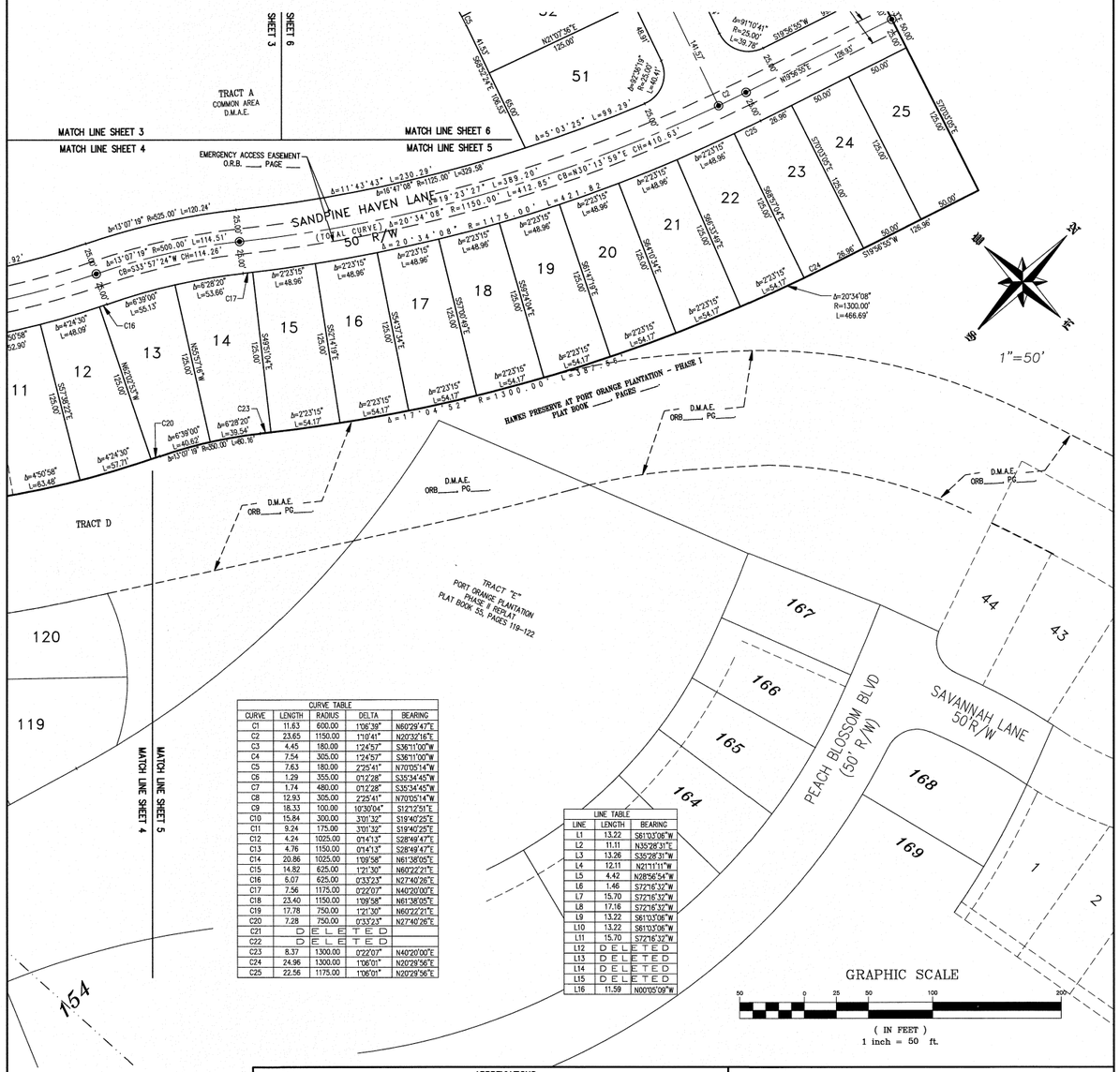

CURVE TABLE				
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LINE TABLE		
LINE	LENGTH	BEARING
L1	13.22	S81°03'06"W
L2	11.11	N35°28'31"E
L3	13.26	S35°28'31"W
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L10	13.22	S81°03'06"W
L11	15.70	S72°16'32"W
L12	DELETED	
L13	DELETED	
L14	DELETED	
L15	DELETED	
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GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

ABBREVIATIONS

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D	DELTA / CENTRAL ANGLE	A.E.	ACCESS EASEMENT		
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PLAT BOOK _____ PAGE _____

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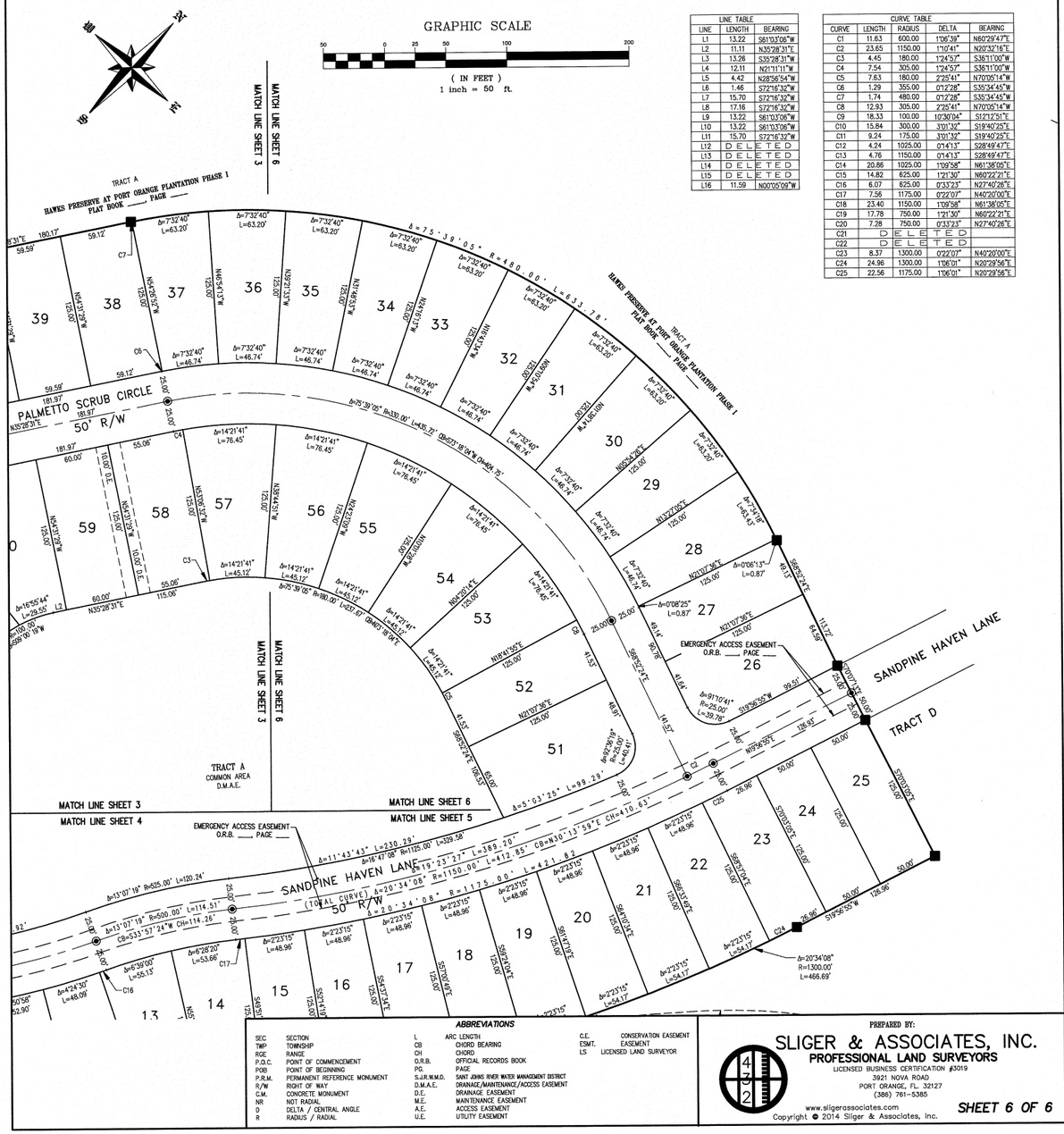
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
18. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 819, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____, OF SAID PUBLIC RECORDS.
20. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOME OWNERS ASSOCIATION, INC. AS RECORDED IN O.R. BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE II

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



LINE TABLE		
LINE	LENGTH	BEARING
L1	13.22	S61°03'06"W
L2	11.11	N35°28'31"E
L3	13.26	S35°28'31"W
L4	12.11	N21°11'11"W
L5	4.42	N28°56'54"W
L6	1.46	S72°16'32"W
L7	15.70	S72°16'32"W
L8	17.16	S72°16'32"W
L9	13.22	S61°03'06"W
L10	13.22	S61°03'06"W
L11	15.70	S72°16'32"W
L12	DELETED	
L13	DELETED	
L14	DELETED	
L15	DELETED	
L16	11.59	N00°05'09"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	11.63	600.00	1°06'39"	N60°29'47"E
C2	23.65	1150.00	1°10'41"	N20°32'16"E
C3	4.45	180.00	1°24'57"	S36°11'00"W
C4	7.54	305.00	1°24'57"	S36°11'00"W
C5	7.63	180.00	2°25'41"	N70°05'14"W
C6	1.29	355.00	0°12'28"	S35°34'45"W
C7	1.74	480.00	0°12'28"	S35°34'45"W
C8	12.93	305.00	2°25'41"	N70°05'14"W
C9	18.33	100.00	10°30'04"	S12°12'51"E
C10	15.84	300.00	3°01'32"	S19°40'25"E
C11	9.24	175.00	3°01'32"	S19°40'25"E
C12	4.24	1025.00	0°14'13"	S28°49'47"E
C13	4.76	1150.00	0°14'13"	S28°49'47"E
C14	20.86	1025.00	1°09'58"	N61°38'05"E
C15	14.82	625.00	1°21'30"	N60°22'21"E
C16	6.07	625.00	0°33'23"	N27°40'28"E
C17	7.56	1175.00	0°22'07"	N40°20'00"E
C18	23.40	1150.00	1°09'58"	N61°38'05"E
C19	17.78	750.00	1°21'30"	N60°22'21"E
C20	7.28	750.00	0°33'23"	N27°40'28"E
C21	DELETED			
C22	DELETED			
C23	8.37	1300.00	0°22'07"	N40°20'00"E
C24	24.96	1300.00	1°06'01"	N20°28'56"E
C25	22.56	1175.00	1°06'01"	N20°28'56"E

ABBREVIATIONS

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

PREPARED BY:
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 6 OF 6

PLAT BOOK ____ PAGE ____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"x4" CONCRETE MONUMENT W/ DISK LB#6351.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"x4" CONCRETE MONUMENT W/ DISK LB#3019.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK W/ LB#6351.
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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22. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOME OWNERS ASSOCIATION, INC. AS RECORDED IN O.R. BOOK ____, PAGE ____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

HAWKS PRESERVE AT
PORT ORANGE PLANTATION – PHASE II

CITY OF PORT ORANGE VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

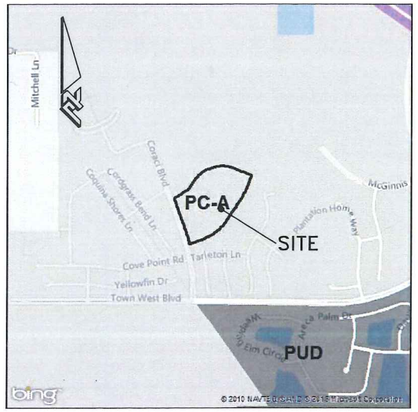
CITY PROJECT ID: 14-520000002

OWNER: D.R. HORTON
5850 T.G. LEE BLVD., STE. 600
ORLANDO, FL 32825
(407) 850-3008
CONTACT: BROC ALTHAFER

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

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

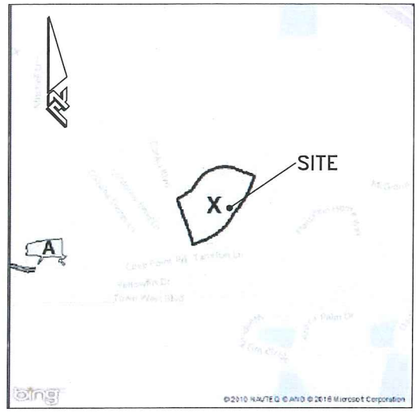
SURVEYOR: SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL., 32127
(386) 761-5385
(386) 760-0619 (FAX)
CONTACT: JOE ZAPERT, R.L.S.



ZONING & VICINITY MAP

SCALE: 1" = 1000'

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



FLOOD MAP

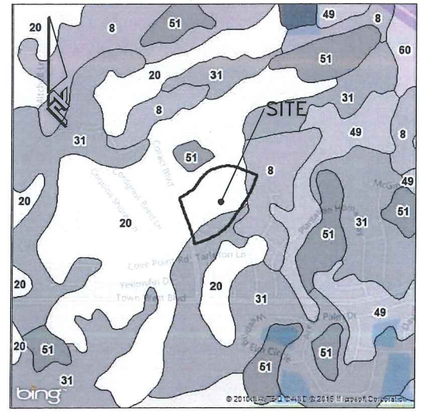
SCALE: 1" = 1000'

FLOOD ZONE LEGEND:

ZONE X AREA OUTSIDE 500 YR. FLOODPLAIN

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

PANEL # 12127C0506 H EFFECTIVE DATE FEBRUARY 19, 2014



SOILS MAP

SCALE: 1" = 1000'

SOIL LEGEND:

8	BASINGER
20	EUGALLIE
31	MALABAR
49	POMONA
51	POMONA

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

RECEIVED
MAY 06 2016
CITY OF PORT ORANGE
Community Development

REVISED

LEGAL DESCRIPTION:

DESCRIPTION:

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

BEGIN AT THE NORTHWEST CORNER OF TRACT "C", PORT ORANGE PLANTATION PHASE II REPLAT AS RECORDED IN PLAT BOOK 55, PAGES 119 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ON THE EASTERLY RIGHT OF WAY LINE OF CORACI BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5700, PAGE 1433, SAID PUBLIC RECORDS AND BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°54'39" AND A CHORD BEARING OF N19°43'51"N; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 478.19 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N21°11'11"W, 374.02 FEET; THENCE DEPART SAID RIGHT OF WAY LINE N57°55'24"E, 120.17 FEET; THENCE N51°28'56"E, 65.38 FEET; THENCE N64°23'57"E, 62.60 FEET; THENCE N35°28'31"E, 180.18 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 75°39'05"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 633.78 FEET; THENCE S68°52'24"E, 113.72 FEET; THENCE S70°07'13"E, 50.00 FEET; THENCE S70°03'05"E, 125.00 FEET; THENCE S19°56'55"W, 126.96 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1300.00 FEET, A CENTRAL ANGLE OF 03°28'16" AND A CHORD BEARING OF S21°41'13"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 79.13 FEET; THENCE N69°36'34"E, 80.16 FEET; THENCE S20°23'26"E, 174.10 FEET TO THE NORTHERLY LINE OF TRACT "E", SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE ALONG THE BOUNDARY LINE OF SAID PORT ORANGE PLANTATION PHASE II REPLAT; S69°58'54"W, 262.23 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF 28°00'36" AND A CHORD BEARING OF S01°25'27"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 359.32 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 44°51'03" AND A CHORD BEARING N46°46'32"W; THENCE DEPART SAID BOUNDARY LINE NORTHERLY ALONG THE ARC OF SAID CURVE, 121.33 FEET; THENCE S34°51'12"W, 31.99 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 840.00 FEET AND A CENTRAL ANGLE OF 07°41'46"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 112.83 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 24°04'46"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 18.91 FEET; THENCE S18°41'13"W, 98.61 FEET; THENCE S80°21'03"W, 108.44 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 840.00 FEET, A CENTRAL ANGLE OF 01°22'32" AND A CHORD BEARING S56°20'37"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 20.17 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 13°14'46" AND A CHORD BEARING S06°32'14"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 100.57 FEET; THENCE S00°05'09"E, 61.59 FEET TO THE BOUNDARY OF SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING 4 COURSE: N76°06'35"W, 45.69 FEET; THENCE S77°50'05"W, 105.00 FEET; THENCE S84°53'04"W, 50.39 FEET; THENCE S77°43'28"W, 140.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 17.557 ACRES, MORE OR LESS.

SITE DATA

TOTAL PHASE II SITE AREA:	17.557 AC.
PHASE II PROJECT DISTURBED AREA:	15.794 AC.
TOTAL R/W AREA:	2.900 AC.
TOTAL LOT AREA:	10.620 AC.
TOTAL COMMON OPEN SPACE AREA: *(INCLUDES RETENTION POND AREA 2.31 AC.)	*4.037 AC.
MINIMUM LOT SIZE:	50' X 115' (5,750 SF) – VILLAGE D
TOTAL NUMBER OF LOTS:	66 LOTS
AVERAGE LOT SIZE:	6,990 SF

VARIANCE REQUESTS

THE PROJECT PLANS REQUESTS A VARIANCE PER THE CITY OF PORT ORANGE LDC, CH. 5, SEC. 4(A)(1)(B) AND LDC, CH.5, SEC 4(A)(1)(E).

"APPROVAL OF THESE PLANS CONSTITUTES AN APPROVAL OF AN ADMINISTRATIVE VARIANCE FROM THE REQUIREMENTS IN THE LDC, CHAPTER 5, SECTION 3(B), PURSUANT TO CHAPTER 5, SECTION 8(C), REGARDING THE DESIGN OF THE CUL-DE-SAC AT OAK BREEZE AVENUE."

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INC	DATE	REVISIONS:	BY
1	1/28/15	REVISED PER CITY COMMENTS DATED 12/12/14	RM/DH
2	7/27/15	REVISED PER CITY COMMENTS DATED 02/19/15	RM/DH
3	1/21/16	PER CLIENT DIRECTION	RM/DH
4	5/25/16	REVISED PER CITY COMMENTS DATED 03/16/16	RM/DH

HAWKS PRESERVE AT
PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
COVER SHEET

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

PROJECT NO:	09088
ISSUE DATE:	1-21-16
DESIGNED BY:	MLK/RM/I
DRAFTED BY:	CM
CHECKED BY:	RH/I
DRAWING FILE:	09088COV-D
XREFS:	09088TIB-D
SHEETS:	

FILE LOCATION –

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C1 OF 20

GENERAL NOTES;

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

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

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

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

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

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

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

STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES;

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

1. ALL STORM SEWERS AND CULVERTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF CLASS III REINFORCED CONCRETE PIPE, OUTSIDE OF ROADWAY EASEMENTS AND R.O.W., PIPE MAY BE MADE OF ALTERNATE MATERIALS INCLUDING:
    A. SMOOTH INNER WALL HIGH DENSITY POLYETHYLENE (HDPE) IN ACCORDANCE WITH AASHTO M-294, AASHTO MP7, ASTM D3350 AND ASTM D2412 FOR SIZES UP TO 42" IN DIAMETER OR,
    B. PVC IN ACCORDANCE WITH THE PROVISION NOTED IN THE "SEWER DETAILS" OF THESE SPECIFICATIONS.
2. ALL STORM SEWER PIPE JOINTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE ENTIRELY WRAPPED WITH FILTER FABRIC WITH A MINIMUM WIDTH OF 24" AND A MINIMUM OF 24" OVERLAP SECURED WITH PLASTIC OR STAINLESS BANDS. GASKETS ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. THIS PRACTICE IS ENCOURAGED ON PRIVATE SITES ADDITIONALLY, ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
3. DEPTH OF COVER MEASURED TO THE TOP OF PIPE (NOT INCLUDING THE BELL JOINT) SHALL BE A MINIMUM OF 1 FOOT. DEVIATION FROM THIS REQUIREMENT MAY BE ONLY INCREASING THE PIPE'S STRUCTURAL CAPACITY. THIS DEVIATION MUST BE SPECIFIED ON THE PLANS APPROVED FOR CONSTRUCTION AND SUBSEQUENTLY REFLECTED ON THE SHOP DRAWINGS AND AS-BUILT PLANS.
4. ALL STORM DRAINAGE PIPES LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF FIFTEEN INCH (15") DIAMETER OR EQUIVALENT AND BE DESIGNED TO ACCOMMODATE A MINIMUM OF A TWENTY-FIVE (25) YEAR STORM OF TWENTY-FOUR (24) HOUR DURATION. STORM DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDING THAT MAINTENANCE SHALL BE PERFORMED BY THE OWNER.
5. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION. ALL STRUCTURES SHALL BE IN CONFORMANCE WITH ASTM C478 SHALL HAVE 8" THICK WALLS. 6" THICK WALLS MAY BE PERMITTED PROVIDING THAT THE PLANS SPECIFY INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201 IN ADDITION, THIS REQUIREMENT MUST BE REFLECTED ON BOTH THE SHOP DRAWING AND AS-BUILT PLANS.
6. STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF WITHOUT IMPEDING THE FLOW OF TRAFFIC. FOR ROADWAY SECTIONS WITH DESIGN SPEEDS OF 45 MPH AND LESS AND WITHOUT RAISED MEDIAN CURBS, SPREAD RESULTING FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR SHALL NOT EXCEED ONE-HALF OF THE TRAVEL LANE ADJACENT TO THE GUTTER. FOR SITE PLANS, INLET SPACING SHALL BE DESIGNED TO ACCEPT ONE HUNDRED (100) PERCENT OF THE RUNOFF FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR WITHOUT RESULTING IN PONDING OF WATER AROUND THE INLET.
7. RETENTION AREA WATER DEPTHS SHALL BE FOUR FEET(4') MINIMUM TO TWELVE FEET(12') MAXIMUM, MEASURED FROM THE N.W.L. (NORMAL WATER LEVEL)
8. FOR CONNECTIONS BETWEEN INLETS WITH PIPING 15" IN DIAMETER AND LARGER, THE MAXIMUM DISTANCES BETWEEN INLETS AND / OR CLEAN-OUT JUNCTION BOXES SHALL BE 300 FEET. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM VELOCITY OF TWO FEET PER SECOND WHEN FLOWING FULL, MANNING'S 'n' OF 0.012, SPACING FOR CLEAN-OUTS AND INLETS FOR SMALLER PIPING SHALL BE REDUCED AND EVALUATED ON A CASE BY CASE BASIS.
9. THE MAXIMUM PERMISSIBLE SLOPE OF ANY NEW SITE GRADING IS 3:1 (HORIZONTAL:VERTICAL). THIS LIMIT SHALL BE APPLIED TO ALL AREAS EXCEPT STORMWATER CONVEYANCE AND TREATMENT SYSTEMS WHICH HAVE A MAXIMUM SLOPE OF 4:1 (EXCEPT BELOW THE WATER TABLE WHERE SHARPER SLOPES ARE PERMISSIBLE.)
10. PIPED STORMWATER SYSTEMS SHALL HAVE A MINIMUM DRAINAGE MAINTENANCE EASEMENT WIDTH OF 20 FEET, AND MAY BE INCREASED DEPENDING UPON THE SIZE AND DEPTH OF PIPE.
11. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
12. LAKE INFLOW AND OUTLET STRUCTURES SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY. SKIMMERS FOR WET PONDS SHALL BE CONSTRUCTED SUCH THAT THE BOTTOM EXTENDS 6" BELOW THE NORMAL WATER LEVEL AND 6" ABOVE THE OVERFLOW FOR DRY PONDS, THE SKIMMER BOTTOM SHALL BE SET AT THE LOWEST OVERFLOW ELEVATION AND 6" ABOVE THE HIGHEST POINT OF OVERFLOW. ALL SKIMMERS SHALL BE CONSTRUCTED OF MINIMUM 1/4" THICK ALUMINUM OR FIBERGLASS ADEQUATELY SUPPORTED TO PREVENT DEFLECTION.
13. SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.
14. THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE LAKE WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER LAKE COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE LAKE EXCAVATION.
15. ADEQUATE MAINTENANCE EASEMENTS OR RIGHTS-OF-WAY AS APPROVED BY THE CITY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL LAKES AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF LAKES. APPLICABLE CROSS SECTIONS SHALL BE INCLUDED ON FINAL DEVELOPMENT PLANS.
16. DEVELOPMENT PLANS FOR ALL STORMWATER MANAGEMENT SYSTEMS SHALL CONTAIN POP-OFF DATA (OVERFLOW), BOTTOM ELEVATION, NORMAL WATER LEVELS, MEAN ANNUAL SEASONAL HIGH WATER TABLE ELEVATION, TREATMENT VOLUME AND CORRESPONDING ELEVATION, 100 YEAR HIGH WATER LEVELS, AND THE DESIGN TAILWATER ELEVATION (IF APPLICABLE).
17. IN GENERAL, ALL RETENTION / DETENTION SITES MUST BE CONSTRUCTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE. SEWER AND WATER MAINS MAY BE INSTALLED PRIOR TO RETENTION/DETENTION SITE CONSTRUCTION IF DEWATERING IS NOT REQUIRED.
18. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DEWATERING PERMITS THATMAY BE REQUIRED.
19. WHEN CULVERTS ARE INSTALLED TO MAINTAIN THE FLOW OF EXISTING DRAINAGE WAYS WHERE NEWLY PROPOSED ROADS WOULD OTHERWISE SEVER THE DRAINAGE WAY, THEN CULVERTS CROSSING RIGHTS-OF-WAY SHALL EXTEND FROM RIGHT-OF-WAY RIGHT-OF-WAY LINE UNDER THE ROADWAY. CULVERTS SHALL BE DESIGNED TO ACCOMODATE THE FLOW FROM THE 100 YEAR – 24 HOUR STORM EVENT WITHOUT FLOODING ADJACENT PROPERTY OR SURCHARGING THE SAID ROADWAY.
20. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF THE SJRWMD PERMIT AND THE NPDES PERMIT AT THE CONSTRUCTION SITE, AND ABIDE BY ALL CONDITIONS OF THE PERMIT.
21. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.
22. SPECIFY MAXIMUM UN-GRASSED AREA AFTER 30 DAYS GROW IN PERIOD AS 4 SQ. FT.

ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES;

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

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

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

3. THE PAVEMENT, BASE, AND SUBBASE THICKNESS PRESENTED ON DETAILS REPRESENTS THE MINIMUM REQUIREMENTS FOR COLLECTOR STREETS AND PRIVATE PARKING LOTS. THE CITY RESERVES THE RIGHT AT IT'S DISCRETION TO INCREASE THESE REQUIREMENTS FOR COLLECTOR AND ARTERIAL ROADWAYS AND PRIVATE PARKING LOTS SUBJECTED TO HEAVY VEHICULAR COMMERCIAL TRAFFIC.
4. THE DEVELOPER SHALL PROVIDE AT THEIR OWN EXPENSE A CERTIFIED SOILS ENGINEERING LABORATORY TO PERFORM ALL FIELD AND LABORATORY TESTING REQUIRED TO VERIFY THAT THE CONSTRUCTION IS IN COMPLIANCE WITH THE CITY'S MINIMUM STANDARDS. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO ENSURE THAT COPIES OF ALL TEST REPORTS ARE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE PROJECT FINAL INSPECTION IN ORDER TO ALLOW PROJECT ACCEPTANCE BY THE CITY.
5. THE LIMITS OF STABILIZED SUBBASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB.
6. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL, OR OTHER MATERIAL AS APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND A LICENSED SOILS ENGINEER.
7. THE SUBBASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR) TO A 6" MINIMUM DEPTH. A COMPACTION OF NO LESS THAN NINETY-EIGHT (98 %) PERCENT DENSITY BASED ON AASHTO T-180 SHALL BE REQUIRED.
8. FOR ROADWAYS, TESTS FOR SUBBASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT, AND AT CENTERLINE OF THE ROADWAY. FOR SITE PLANS, TEST SHALL BE PERFORMED FOR EVERY 600 SQUARE YARDS OF STABILIZED AREA, OR PORTIONS THEREOF.
9. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. SOIL CEMENT BASES SHALL HAVE A STRENGTH OF 350 POUNDS PER SQUARE INCH AT 7 DAYS COMPACTED TO 98% DENSITY PER AASHTO T-99 STANDARD PROCTOR TEST IN CONFORMANCE WITH SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION). RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTED TO 98% MAXIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
10. SOIL CEMENT AND RECYCLED CONCRETE MIX DESIGNS SHALL BE SUBMITTED BY A LICENSED SOILS ENGINEER TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE START OF SUBBASE PREPARATION. ALL MIX DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
11. CEMENT DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR AT THE TIME OF PLACEMENT. IF THE INSPECTOR IS NOT ON SITE THROUGHOUT THE ENTIRE INSTALLATION, ACCUMULATED DELIVERY TICKETS CAN BE PROVIDED TO THE INSPECTOR BY THE CONTRACTOR ON THE FOLLOWING DAY.
12. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUBGRADE TESTING AND SHALL CONSIST OF, AS A MINIMUM, A MOISTURE CONTENT AND COMPACTION TEST.
13. PORTLAND CEMENT CONCRETE, LIMEROCK, RECYCLED CONCRETE, OR FULL DEPTH ASPHALT PAVEMENT MAY BE USED IN PLACE OF SOIL CEMENT BASE. ALL BASE AND ROADWAY DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
14. SOIL CEMENT BASE MATERIAL CONSTRUCTION SHALL BE CONTINUOUSLY SUPERVISED BY A SOILS TESTING LABORATORY THAT IS EXPERIENCED IN THIS TYPE OF CONSTRUCTION. THE TESTING LABORATORY SHALL EMPLOY AN ON-SITE TECHNICIAN CERTIFIED IN THE INSTALLATION OF SOIL CEMENT WITH THE CERTIFICATION RECOGNIZED BY FDOT.
15. SOIL CEMENT PAVEMENT BASES WITH THE CURE COAT APPLIED SHALL BE ALLOWED TO CURE A MINIMUM OF SEVEN (7) DAYS UNDER NO TRAFFIC PRIOR TO PLACING ANY ASPHALT SURFACE. (TEST REPORTS ARE REQUIRED TO BE DELIVERED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO TRAFFIC USAGE.)
16. RECYCLED CONCRETE CAN BE USED AS AN ALTERNATIVE BASE MATERIAL PROVIDED THE MATERIAL IS A MINIMUM OF 50% LIMEROCK AND MAGNESIUM. THE MAXIMUM THICKNESS PERMITTED TO BE INSTALLED TO MAXIMUM OF 3 ⅞ OF WATER SENSITIVE CLAY MATERIAL, LIQUID LIMIT SHALL NOT EXCEED 35 AND BE NON-PLASTIC, AND THE PLASTICITY INDEX SHALL NOT EXCEED 10. THE MATERIAL SHALL NOT CONTAIN ORGANIC MATERIAL, CHERTY OR FLINTY MATERIALS EXCEEDING LUMPS, BALLS OR POCKETS OF SAND. THE SAND MATERIAL OF A QUANTITY AS TO BE DETRIMENTAL TO THE PROPER BONDING, FINISHING, OR STRENGTH OF THE RECYCLED CONCRETE. FOR USE IN BASE APPLICATIONS, AT LEAST 97% (BY WEIGHT) OF THE MATERIAL SHALL PASS A 1" SIEVE AND FOR SUBBASE APPLICATIONS, AT LEAST 97% (BY WEIGHT) OF THE MATERIAL SHALL PASS A 1-1/2" SIEVE. FOR BOTH APPLICATIONS, THE MATERIAL SHALL BE GRADED UNIFORMLY DOWN TO DUST AND THE MINIMUM PERCENTAGE PASSING THE NO. 200 SIEVE SHALL BE LESS THAN 1.30. COARSE AGGREGATE USED IN THE RECYCLED CONCRETE SHALL HAVE A MAXIMUM LOSS OF 45% PER LOS ANGELES ABRASION TEST. ALL MATERIALS SHALL BE WELL GRADED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN SECTION 204, F.D.O.T., STANDARD SPEC. FOR ROAD AND BRIDGE CONSTRUCTION., (LATEST EDITION).
17. RECYCLED CONCRETE OR LIMEROCK FOR BASE OR SUBBASE APPLICATIONS SHALL BE ALLOWED ON CITY ROADWAYS ONLY WHERE THE LOWEST ELEVATION OF THE ROADWAY SUBBASE IS A MINIMUM OF 6" ABOVE THE SEASONAL HIGH WATER TABLE AS CERTIFIED BY A FLORIDA LICENSED PROFESSIONAL SOILS ENGINEER AND SUBSEQUENTLY APPROVED FOR BY THE CITY. IN AREAS NOT MEETING THESE STANDARDS A SOIL CEMENT BASE SHALL BE REQUIRED. ALL CR

POTABLE WATER CONSTRUCTION NOTES

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 SHALL BE GIVEN A MINIMUM OF 2 BUSINESS DAYS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY POTABLE WATER SYSTEM CONSTRUCTION.
2. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID.
3. ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
4. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 98% IN PAVED AREAS AND 95% IN UNPAVED AREAS IN ACCORDANCE WITH AASHTO T-180.
5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET.
6. 3" METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE USED ON ALL DUCTILE IRON PIPE, AS WELL.
7. ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND. ALL SERVICES SHALL BE LOCKED AT THE TIME OF FINAL INSPECTION BY THE CONTRACTOR IN THE PRESENCE OF THE CITY INSPECTOR OR CITY PERSONNEL, AFTER THEY HAVE BEEN INSPECTED AND VERIFIED TO OPERATE PROPERLY.
8. ALL WATER MAIN TEES AND CROSSES, WHICH SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
9. ALL WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.
10. UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS, WATER VALVES SHALL BE COMPLETELY OPENED BY PUBLIC UTILITIES PERSONNEL, AT NO TIME SHALL CONTRACTOR OPERATE ANY EXISTING VALVES.
11. ALL FIRE HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF A FIRE. THE PRIMARY HYDRANT PORT SHOULD ALWAYS FACE THE STREET.
12. AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB OR AS APPROVED BY THE CITY.
13. ALL WATER MAINS SHALL BE NSF AND/OR AWWA APPROVED FOR POTABLE WATER USE, AND SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM OF 60 INCHES (5.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
14. WATER MAINS SHALL BE C-900 PVC OR C-905 CL 150 (COLOR"BLUE") OR D.I.P. PRESSURE CLASS 350 STANDARD CEMENT LINED UNLESS OTHERWISE APPROVED BY THE CITY.
15. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE DEPARTMENT OF HEALTH AND AS-BUILTS ARE PROVIDED TO THE CITY PRIOR TO ANY PUBLIC USE OF THIS SYSTEM.
16. IN AREAS WHERE RECLAIMED WATER IS NOT AVAILABLE THE CONTRACTOR SHALL BE REQUIRED TO DPOPN SATISFACTORY COMPLETION OF THE PRESSURE TEST) TRANSFER THE WATER FROM THE POTABLE WATER LINES TO THE RECLAIMED WATER LINES FOR UTILIZATION IN THEIR PRESSURE TEST.
17. ALL POTABLE WATER MAINS SHALL USE A THRUST RESTRAINT JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) GUIDELINES. IN THE EVENT THAT PVC PIPE IS SPECIFIED, THE

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

18. MEGALUGS, BOLTLESS RESTRAINED JOINTS OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES USING TORQUE WRENCHES PER MANUFACTURERS RECOMMENDATION.
19. WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS.
20. ALL WATER SERVICES SHALL BE MARKED WITH AN "A" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT.
21. ALL WATER VALVES SHALL BE MARKED WITH AN "V" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. BLOW-OFFS SHALL BE MARKED SIMILARLY, AS WELL. REVERSE TAPPING VALVE SHALL BE MARKED WITH AN "X T" SAW CUT INTO THE CURB OR PAVEMENT WITH THE ARROW POINTING TO THE DIRECTION OF THE PRESSURE MAIN RUN.
22. ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM OF 2 BUSINESS DAYS, DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 7:00 A.M. AND NOON ON THE APPROPRIATE
23. LARGE COMMERCIAL WATER AND RECLAIMED WATER METERS GREATER THAN 3" TAKE A MINIMUM OF 6 WEEKS FOR DELIVERY AFTER FEES ARE PAID TO THE CITY. IN ADDITION ALL METERS AND VAULTS 3" AND GREATER SHALL BE INSTALLED BY THE OWNER/ DEVELOPER/ CONTRACTOR. THE FEE COLLECTED BY THE CITY IS FOR MATERIALS ONLY. ALL METERS, 1" AND LESS, SHALL BE INSTALLED BY THE CITY.
24. THE CITY REQUIRES DOUBLE WATER SERVICE INSTALLATIONS WHEREVER FEASIBLE. WHEN DESIGN CONFLICTS EXIST, SINGLE WATER SERVICES MAY BE ALLOWED. THIS MAY APPLY AT STORMWATER INLETS, FIRE HYDRANTS, FPL TRANSFORMERS, ETC. AND OTHER LOCATIONS DEEMED APPROPRIATE BY THE CITY.
25. ALL PROPOSED POTABLE WATER MAINS SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE WHEN APPROPRIATE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER TREATMENT PLANT AT LEAST 2 BUSINESS DAYS PRIOR TO BEGINNING FLUSH OF THE MAINS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING.
26. THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL POTABLE MAINS 6" AND LARGER IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. ALL PIGS SHALL BE NEW. NO FOAM PIGS ARE ALLOWED. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PUBLIC UTILITIES REPRESENTATIVE OR A CITY UTILITY INSPECTOR.
27. WITH RESPECT TO TIE-IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS. THE INSTALLATION OF LINE STOPPING DEVICES ON PRESSURE MAIN (POTABLE WATER AND FORCE MAIN) MAY BE REQUIRED ON ANY REQUESTED UTILITY OUTAGE AT THE DISCRETION OF PUBLIC UTILITIES DEPARTMENT TO MINIMIZE INTERRUPTION TO EXISTING UTILITY CUSTOMERS.

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28. THE PHYSICAL TAKING OF EACH AND EVERY WATER SAMPLE FOR BACTERIOLOGICAL TESTING SHALL BE OBSERVED BY THE CITY'S DESIGNATED SITE INSPECTOR. THIS SHOULD NOT IMPACT THE PROJECT SINCE THE CONTRACTOR MUST ALREADY COORDINATE FLUSHING ACTIVITY WITH THE INSPECTOR. ALL SAMPLE FORMS SHALL BE COMPLETELY FILLED OUT BY THE SAMPLING COMPANY AND TESTING COMPANY IN ORDER TO BE ACCEPTED. WHEN THE PUBLIC UTILITIES OFFICE RECEIVES POTABLE WATER CLEARANCE REQUEST REQUIRING SIGNATURE THE CITY'S DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR WILL BE CONTACTED TO INDEPENDENTLY VERIFY THAT THE SYSTEM IS IN PROPERLY FUNCTIONING ORDER (i.e. ALL VALVES, HYDRANTS, AND WATER SERVICES ARE ACCESSIBLE AND OPERABLE). SIMULTANEOUSLY, THE CITY MAY ALSO TAKE A RANDOM BACTERIOLOGICAL SAMPLE WITHIN THE NEW SYSTEM TO VERIFY THAT WATER IS SAFE FOR CONSUMPTION. ONCE THE DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR HAVE VERIFIED THAT THE SYSTEM IS IN PROPER FUNCTIONING ORDER AND THAT THE BACTERIOLOGICAL SAMPLE INDICATES THE WATER IS SAFE FOR CONSUMPTION, THE PUBLIC UTILITIES OFFICE WILL THEN SIGN OFF ON THE WATER CLEARANCE REQUEST.
29. ALL WORK PERFORMED ON THE POTABLE WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY A STATE CERTIFIED UNDERGROUND UTILITY CONTRACTOR OR GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
30. ALL TAPPING OF PRESSURE MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM OF 2 BUSINESS DAYS, DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 7:00 A.M. AND NOON ON THE APPROPRIATE
31. ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
32. FIRE HYDRANTS MAY NOT BE INSTALLED WITHIN 20' OF ANY ELECTRICAL TRANSFORMER
33. ALL H.D.P.E. PIPE UTILIZED FOR WATER, FORCE MAIN AND/OR RECLAIMED WATER MAIN EXTENSIONS SHALL BE S.D.R. 11 WITH #10 COPPER/HDPE TRACER WIRE UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP PIPE TO WHICH IT IS ATTACHED.
34. ALL VALVES 2" AND LARGER SHALL BE STANDARD 2" RESILIENT SEATED GATE VALVES (CORP STOPS ARE NOT ACCEPTABLE).
35. ALL P.V.C. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR ANY DEFORMATION. FITTINGS SHALL BE OF A MATERIAL OF THE SAME DESIGN AS THE P.V.C. PIPE.
36. PVC FITTINGS 4-INCH THROUGH 36-INCH SHALL BE P.V.C. (OR D.I.P) WITH PROTECTO 401 INJECTION MOLDED OR FABRICATED AS SPECIFIED, MADE OF MATERIALS IN ACCORDANCE WITH THE REQUIREMENTS OF CELL CLASS 12454-B MATERIAL AS DEFINED IN ASTM D1784. FABRICATED FITTINGS SHALL BE MANUFACTURED WITH PIPE THAT MEETS OR EXCEEDS AWWA C-905 STANDARD, AND SHALL BE FIBERGLASS REINFORCED TO A PRESSURE RATING OF 165 PSI. ALL P.V.C. OR MECHANICAL JOINT FITTINGS MUST COMPLY WITH OR EXCEED ANSI/AWWA C907, UNI-B-14 STANDARDS AS THEY APPLY TO THE APPROPRIATE SIZE RANGE AND METHOD OF MANUFACTURE.
37. NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY'S SERVICE AREA.
38. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C.
39. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF

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

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

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RECLAIMED WATER DESIGN NOTES

1. ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
2. RECLAIMED WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACINGS OF 1000.0 FEET.
3. AT ALL RECLAIMED WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
4. AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.
5. RECLAIMED WATER SERVICES SHALL BE NORMALLY DOUBLE 1 1/2" SERVICES LOCATED AT SIDE LOT LINES ALTERNATING WITH POTABLE WATER SERVICES LOCATIONS. IN INSTANCES WHERE RECLAIM WATER SERVICES NEED TO BE OFFSET, 3" SINGLE SERVICES SHALL BE SPECIFIED. THESE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 2.0'.
6. MAXIMUM OBTAINABLE SEPARATION OF PUBLIC RECLAIMED WATER MAINS, STORMWATER MAINS, AND SANITARY SEWER MAINS SHALL BE MAINTAINED. A MINIMUM HORIZONTAL SEPARATION OF FIVE (5) FEET (CENTER TO CENTER) OR THREE (3) FEET (OUTSIDE TO OUTSIDE) SHALL BE MAINTAINED BETWEEN RECLAIMED WATER MAINS AND SEWAGE MAINS WHERE RECLAIMED WATER AND SANITARY SEWAGE MAINS CROSS WITH LESS THAN EIGHTEEN (18) INCHES VERTICAL CLEARANCE, THE SANITARY SEWAGE MAIN SHALL BE THREE (3) FEET OF EITHER CONCRETE ENCASED PVC PIPE OR ENCASED IN A WATERTIGHT CARRIER PIPE, CENTERED ON THE POINT OF CROSSING.
7. ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM OF 2 BUSINESS DAYS NOTIFICATION (MEASURED ON NORMAL WORK DAYS) DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 7:00 A.M. AND NOON ON THE APPROPRIATE
8. ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND AND ANY "U" BRANCHES FOR DOUBLE SERVICES SHALL BE 12" ABOVE GROUND LEVEL. ALL SERVICES SHALL BE LOCKED.
9. ALL RECLAIMED WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED LAVENDER OR PURPLE TO MAKE THEM PLAINLY DISTINGUISHABLE.
10. AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.
11. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
12. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED INSPECTOR PRIOR TO ATTEMPTING TO CLEAR ANY RECLAIMED WATER MAIN FOR USE. THE INSPECTOR SHALL COORDINATE WITH CITY PERSONNEL AT THE RECLAIMED WATER PLANT 2 BUSINESS DAYS PRIOR TO BEGINNING ANY FULL DIAMETER FLUSH OF MAINS. THE CONTRACTOR WILL CONDUCT A STANDARD WATER PRESSURE TEST, 150 PSI STATIC PRESSURE FOR A PERIOD OF

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER DESIGN NOTES

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

RECLAIMED WATER CONSTRUCTION NOTES

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 SHALL BE GIVEN A MINIMUM OF 2 BUSINESS DAYS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY RECLAIMED WATER SYSTEM CONSTRUCTION.
2. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW RECLAIMED WATER MAIN BEING LAID.
3. ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
4. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 98% IN PAVED AREAS AND A MINIMUM COMPACTION OF 95 % IN UNPAVED AREAS ACCORDANCE WITH AASHTO T-180.
5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET.
6. 3" METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE PROVIDED ON ALL DIP PIPE ALSO..
7. ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE 1" AND DOUBLE RESIDENTIAL SERVICES SHALL BE 1 1/2". SERVICES SHALL BE CTS 3408 HIGH DENSITY POLYETHYLENE TUBING RATED FOR A MINIMUM OF 200 PSI WITH SDR 9 (CTS). THE TUBING SHALL HAVE A VIRGIN HIGH-DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY. THE TUBING SHALL BE LAVENDER IN COLOR AND SHALL HAVE THE WORDS "RECLAIMED WATER" PERMANENTLY PRINTED ON THE OUTSIDE. THE TUBING SHALL HAVE U.V. PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNLIGHT. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF A.S.D.M. D1248, D1550, D2239, D3737, N.S.F.-14 AND A.W.W.A. C901 AND SHALL COME WITH A LIFETIME WARRANTY. APPROVED SIZES: 1", 1-1/2" AND 2" DIAMETERS.
8. ALL RECLAIMED WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND AND

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER CONSTRUCTION NOTES

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

RECLAIMED WATER CONSTRUCTION NOTES (CONT'D)

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

9. THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL RECLAIMED MAINS IN EXCESS OF 6" IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. ALL PIGS SHALL BE NEW. NO FOAM PIGS ARE ALLOWED. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PUBLIC UTILITIES REPRESENTATIVE OR CITY UTILITY INSPECTOR.
10. ALL RECLAIMED WATER MAINS SHALL USE A THRUST RESTRAINED JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA GUIDELINES IN THE EVENT THAT PVC FITTINGS ARE SPECIFIED, THE RESTRAINED JOINT SHALL BE MODIFIED IN ACCORDANCE WITH THE DIPRA RECOMMENDED ADDITIONAL RESTRAINED LENGTH REQUIRED FOR PIPE WRAPPED WITH POLYETHYLENE. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
11. MEGALUGS, BOLTLESS RESTRAINED JOINTS, OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES.
12. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE FLORIDA PORT ORANGE PUBLIC UTILITIES AND "AS-BUILTS" ARE PROVIDED TO THE CITY, PRIOR TO ANY USE OF THIS SYSTEM.
13. ALL RECLAIMED WATER MAINS AND SERVICE LINES SHALL BE PURPLE IN COLOR OR TAPE MARKINGS. DUCTILE IRON PIPE SHALL BE WRAPPED WITH PURPLE POLYETHYLENE.
14. ALL RECLAIMED WATER SERVICES SHALL BE MARKED ALONG THE OUTSIDE EDGE OF CURB WITH AN "L" OR BY METAL TABS SET INTO PAVEMENT. VALVES AND BLOW-OFFS SHALL BE MARKED AS ABOVE. REVERSE TAPPING VALVE SHALL BE MARKED WITH AN "X T" SAW CUT INTO THE CURB OR PAVEMENT WITH THE ARROW POINTING TO THE DIRECTION OF PRESSURE MAIN RUN.
15. RECLAIMED WATER SERVICES SHALL BE NORMALLY DOUBLE 1 1/2" SERVICES LOCATED AT SIDE LOT LINES ALTERNATING WITH POTABLE WATER SERVICE LOCATIONS. IN INSTANCES WHERE RECLAIM WATER SERVICES NEED TO BE OFFSET, 3" SINGLE SERVICES SHALL BE SPECIFIED THESE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 2.0'.
16. MAXIMUM OBTAINABLE SEPARATION OF PUBLIC RECLAIMED WATER MAINS, STORMWATER MAINS, AND SANITARY SEWER MAINS SHALL BE MAINTAINED. A MINIMUM HORIZONTAL SEPARATION OF FIVE (5) FEET (CENTER TO CENTER) OR THREE (3) FEET (OUTSIDE TO OUTSIDE) SHALL BE MAINTAINED BETWEEN RECLAIMED WATER MAINS AND SEWAGE MAINS WHERE RECLAIMED WATER AND SANITARY SEWAGE MAINS CROSS WITH LESS THAN EIGHTEEN (18) INCHES VERTICAL CLEARANCE, THE SANITARY SEWAGE MAIN SHALL BE THREE (3) FEET OF EITHER CONCRETE ENCASED PVC PIPE OR ENCASED IN A WATERTIGHT CARRIER PIPE, CENTERED ON THE POINT OF CROSSING.
17. ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM OF 2 BUSINESS DAYS, DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 7:00 A.M. AND NOON ON THE APPROPRIATE
18. ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND AND ANY "U" BRANCHES FOR DOUBLE SERVICES SHALL BE 12" ABOVE GROUND LEVEL. ALL SERVICES SHALL BE LOCKED.
19. ALL RECLAIMED WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.
20. AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK O

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PROJECT NO: 09066	DRAFTED BY: CM
ISSUE DATE: 1-21-16	CHECKED BY: RMH
DESIGNED BY: MLR/RMH	DRAWING FILE: 09066ODP-D XREFS: 09066SURV XREFS: 09066BAS

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

NO.	DATE		BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/RD/CM
3	1/21/16	PER CLIENT DIRECTION	RMH/RD/CM

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SCALE: 1"=150'
SHEET C4 OF 20

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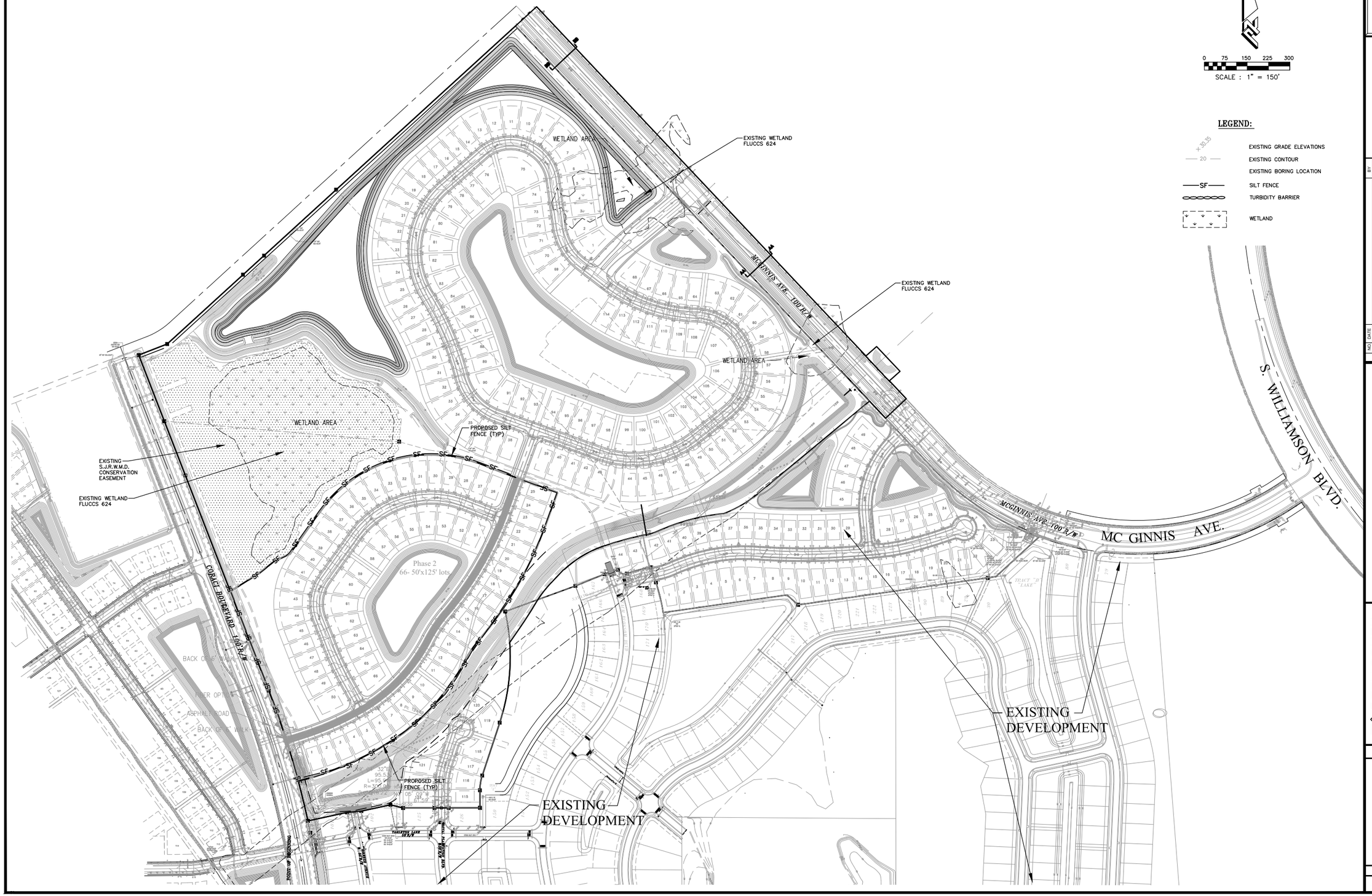
FILE LOCATION: -



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SCALE : 1" = 150'

LEGEND:

- X 30.15 — EXISTING GRADE ELEVATIONS
- 20 — EXISTING CONTOUR
- EXISTING BORING LOCATION
- SF — SILT FENCE
- TURBIDITY BARRIER
- WETLAND

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3	12/7/16	PER CLIENT DIRECTION	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
EROSION CONTROL PLAN

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO:	09066
ISSUE DATE:	1-21-16
DESIGNED BY:	MLR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09066DP-0-E
XREFS:	09066BJRV
XREFS:	09066BAS

FILE LOCATION -

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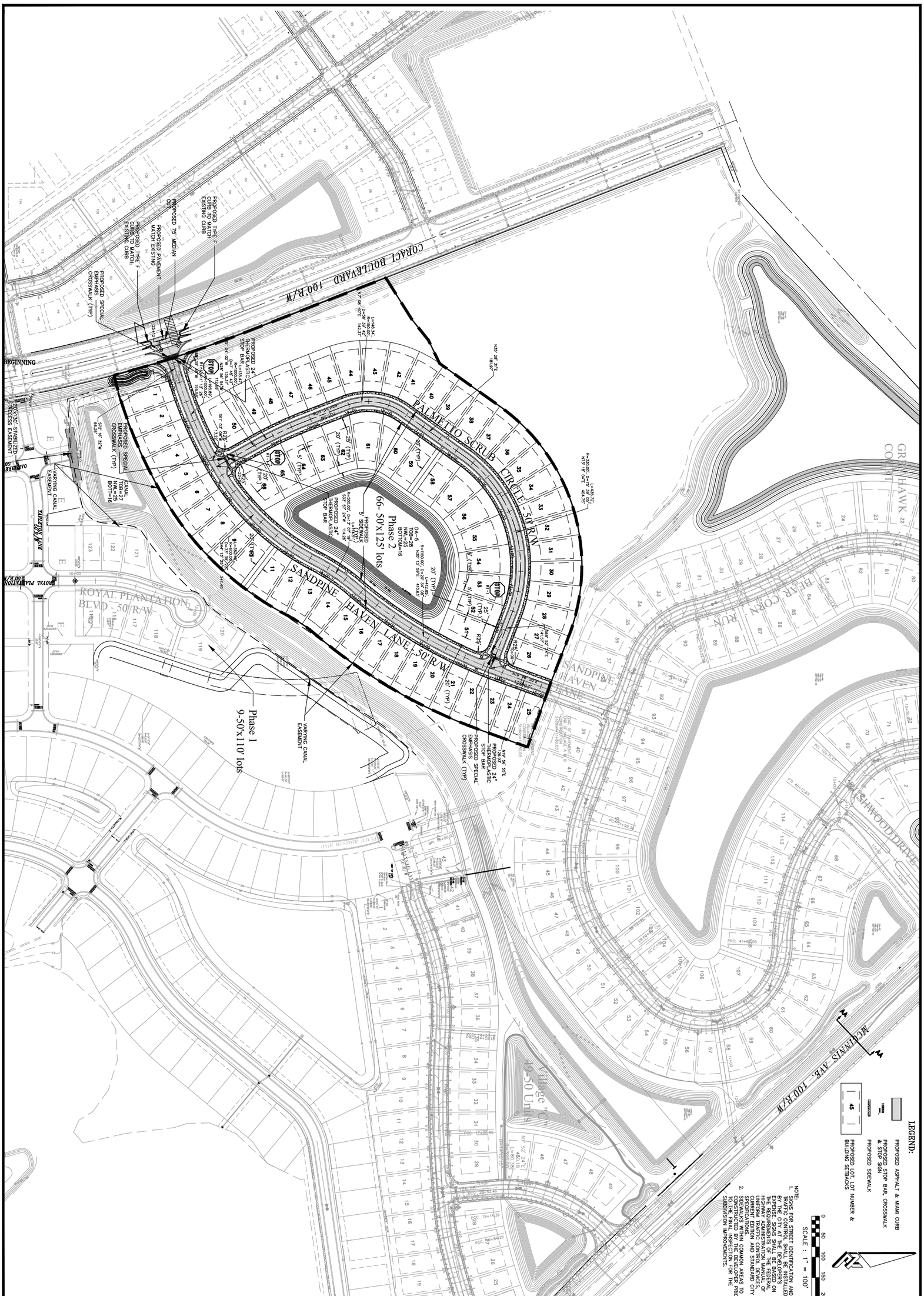
SCALE: 1"=150'

SHEET C5 OF 20



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DESIGNED BY: MLR/RMH	DRAWING FILE: 09066GEO-D-II XREFS: 09066URV XREFS: 09066BAS

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

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

NO	DATE	REVISIONS	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
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SCALE: 1"=100'
SHEET C6 OF 20
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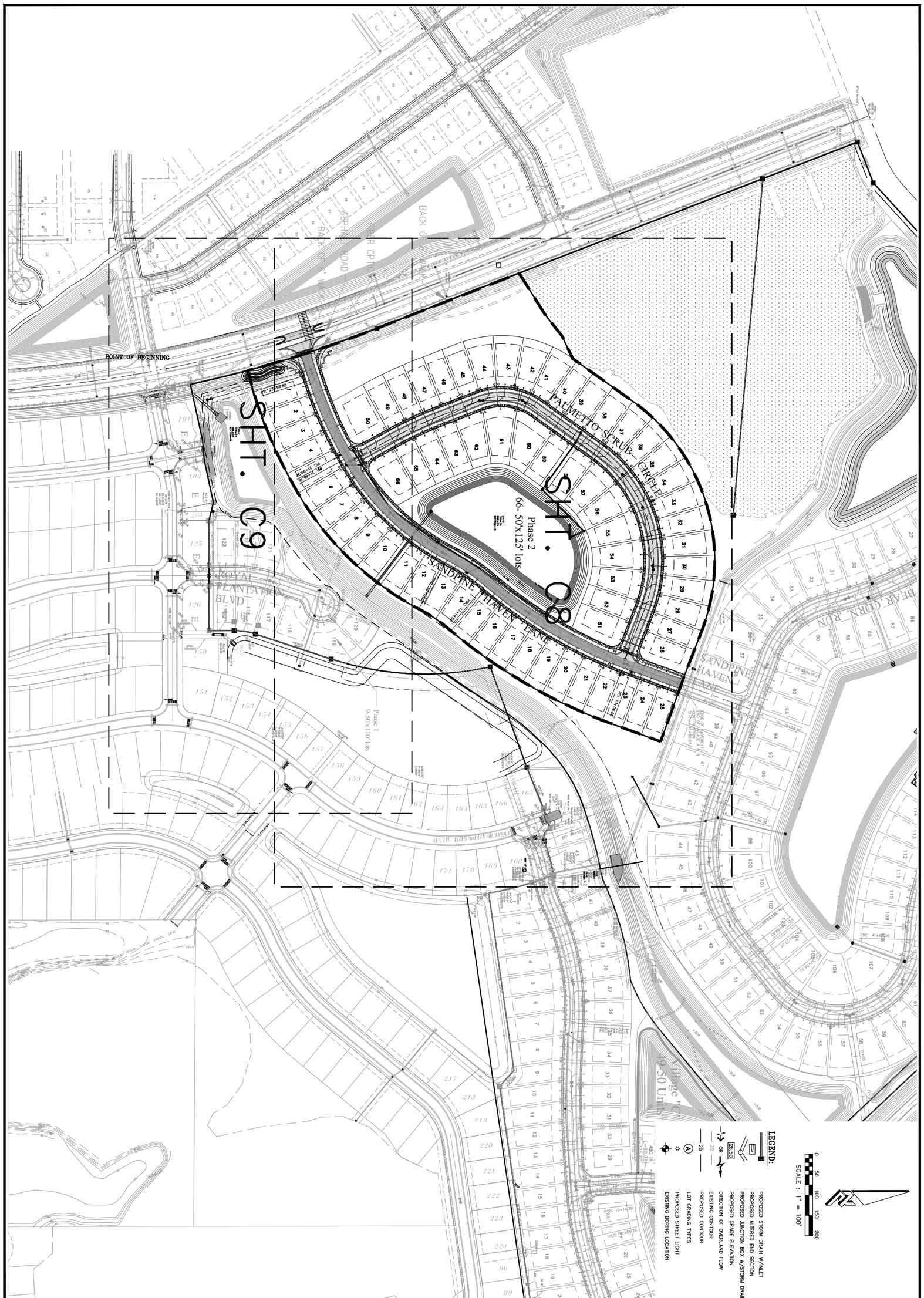
FILE LOCATION: -



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SCALE: 1"=100'

SHEET C7 OF 20

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

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

NO.	DATE		BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/RD/CM
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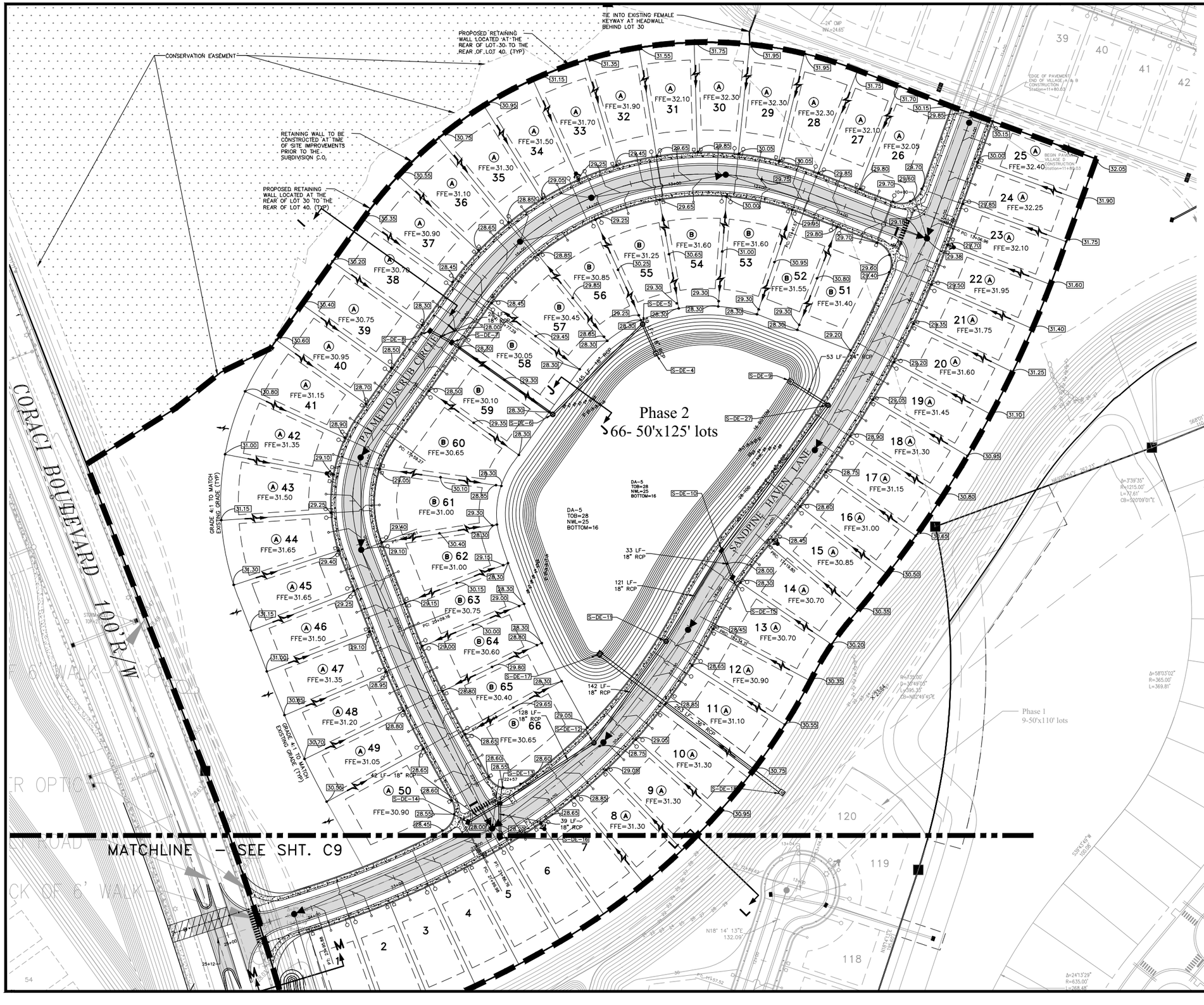

NOTES:
1. REFER TO SHEET C9 FOR STORMWATER STRUCTURE TABLE
2. REFER TO SHEET C16 FOR CROSS SECTIONS
3. A CITY BUILDING PERMIT AND DETAILED SIGNED AND SEALED PLANS WILL BE REQUIRED PRIOR TO RETAINING WALL CONSTRUCTION AND THE DETAIL IS PROVIDED ON SHEET C20.
4. ALL LOTS WITH RETAINING WALLS MAY HAVE POOL RESTRICTIONS DUE TO THE LOCATION OF RETAINING WALL FOOTERS AND SUPPORT SYSTEMS.

LEGEND:

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

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3	7/27/16	PER CLIENT DIRECTION	RMH/CM

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

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

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PROJECT NO.	09066
ISSUE DATE:	1-21-16
DESIGNED BY:	MLR/RMH
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CHECKED BY: RMH	
DRAWING FILE: 09066PSD-02-5 XREFS: 09066SURV XREFS: 09066BAS	

FILE LOCATION –

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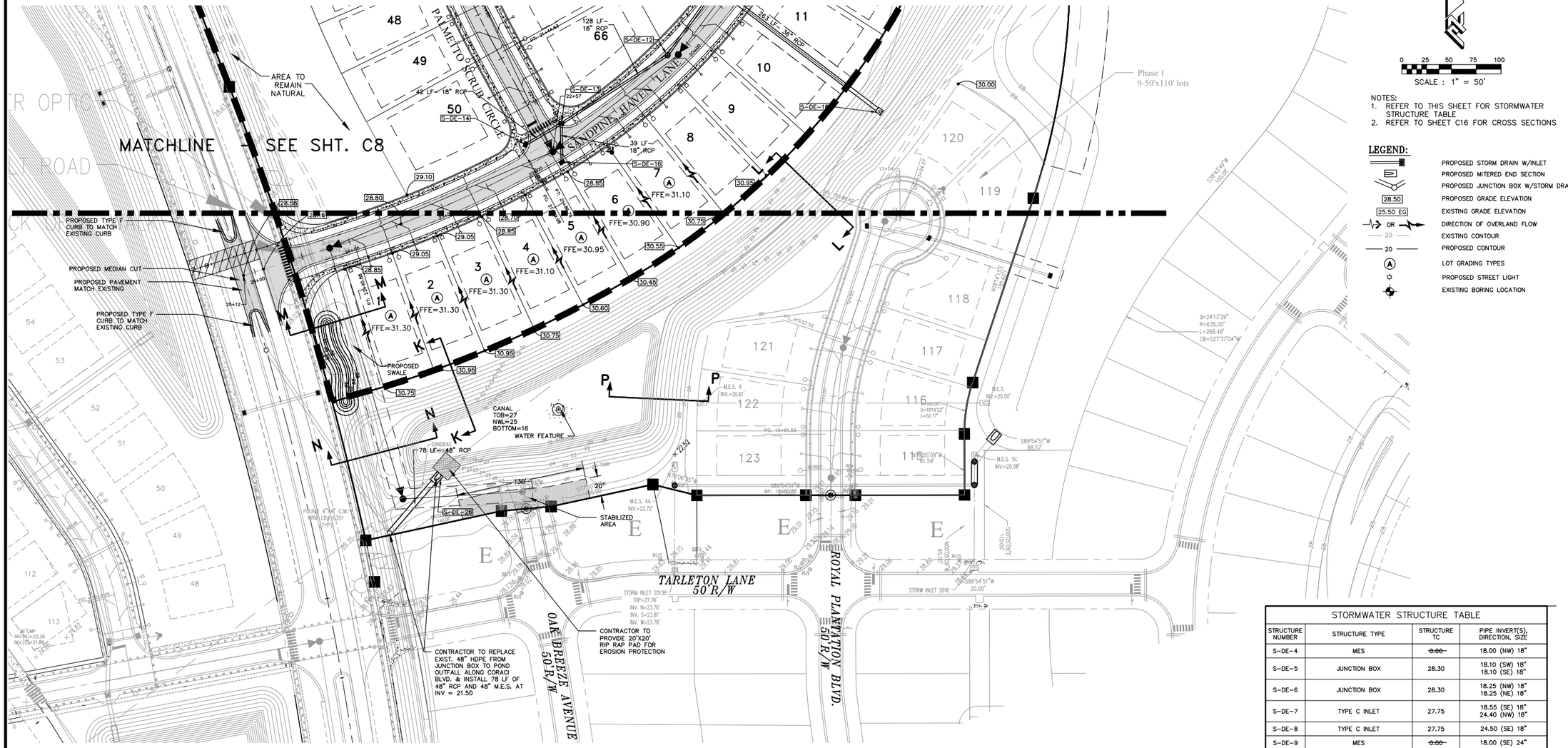
SCALE: 1"=50'

SHEET C8 OF 20



0 25 50 75 100

SCALE : 1" = 50'

NOTES:
1. REFER TO THIS SHEET FOR STORMWATER STRUCTURE TABLE
2. REFER TO SHEET C16 FOR CROSS SECTIONS

LEGEND:

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

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE TC	PIPE INVERT(S), DIRECTION, SIZE
S-DE-4	MES	~~0.00~~	18.00 (NW) 18"
S-DE-5	JUNCTION BOX	28.30	18.10 (SW) 18" 18.10 (SE) 18"
S-DE-6	JUNCTION BOX	28.30	18.25 (NW) 18" 18.25 (NE) 18"
S-DE-7	TYPE C INLET	27.75	18.55 (SE) 18" 24.40 (NW) 18"
S-DE-8	TYPE C INLET	27.75	24.50 (SE) 18"
S-DE-9	MES	~~0.00~~	18.00 (SE) 24"
S-DE-10	TYPE C INLET	27.75	18.35 (SW) 18" 24.40 (S) 18" 18.35 (NE) 24"
S-DE-11	JUNCTION BOX	27.75	18.75 (NE) 18" 18.75 (SW) 18"
S-DE-12	JUNCTION BOX	27.85	19.25 (NE) 18" 23.95 (SW) 18"
S-DE-13	TYPE C INLET	27.75	24.35 (NE) 18" 24.35 (SW) 18" 24.35 (S) 18"
S-DE-14	TYPE C INLET	27.75	24.50 (NE) 18"
S-DE-15	TYPE C INLET	27.75	24.50 (N) 18"
S-DE-16	TYPE C INLET	27.75	24.50 (N) 18"
S-DE-17	TYPE E INLET	26.25	22.50 (SE) 36"
S-DE-18	MES	~~0.00~~	21.50 (NW) 36"
S-DE-26	MES	~~0.00~~	21.50 (SW) 48"
S-DE-27	JUNCTION BOX	27.75	18.10 (SW) 24" 18.10 (NW) 24"

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3	2/27/16	PER CLIENT DIRECTION	RMH/CM

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

CITY OF PORT ORANGE

VOLUSIA COUNTY, FLORIDA

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PROJECT NO: 09066 | DRAFTED BY: CM
ISSUE DATE: 1-21-16 | CHECKED BY: RMH
DESIGNED BY: MLR/RMH | DRAWING FILE: 09066PSD-D4
XREFS: 09066SURV
XREFS: 09066BAS

FILE LOCATION –

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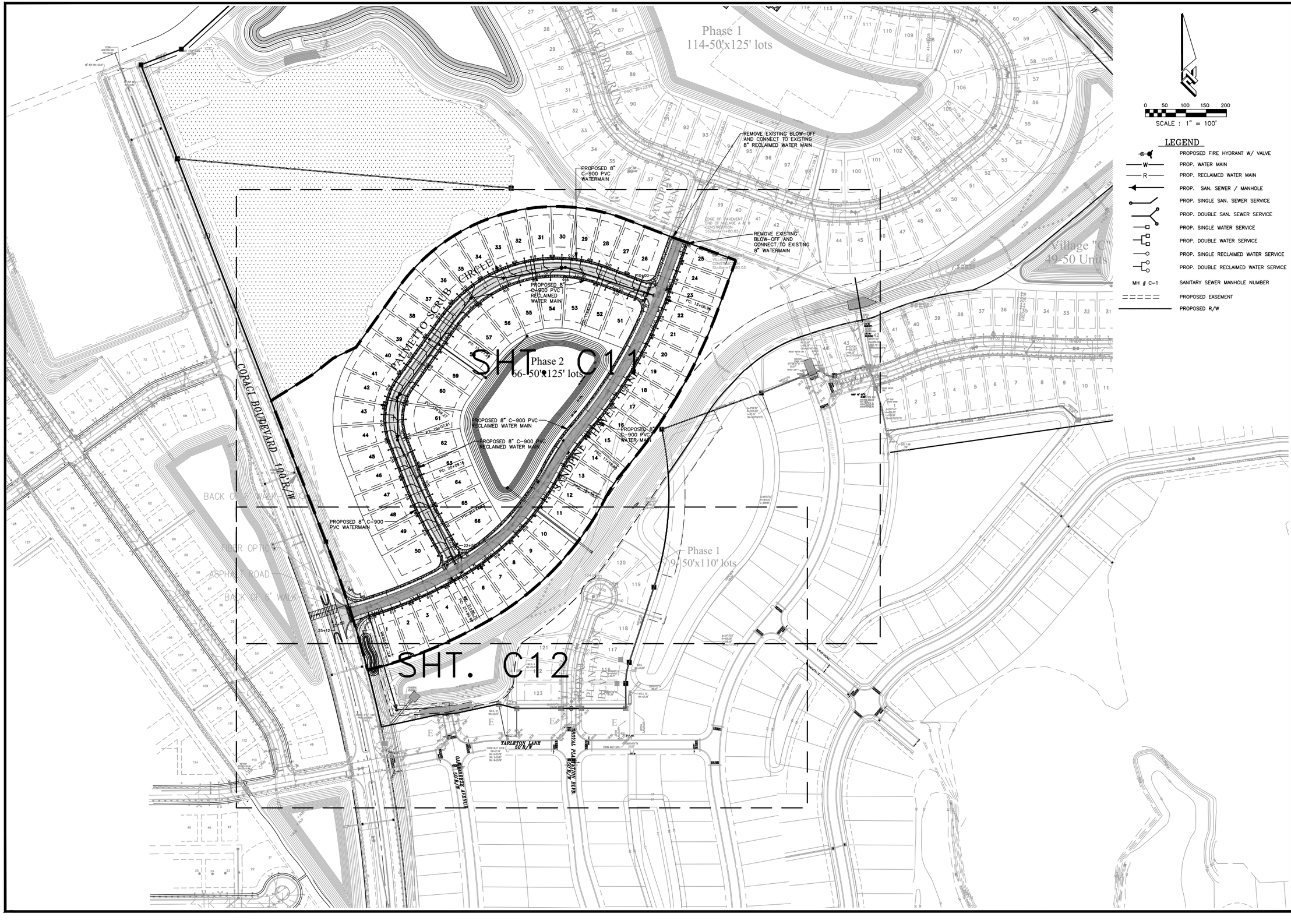
SCALE: 1"=50'

SHEET C9 OF 20



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NO	DATE	REVISIONS:	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RM/CM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RM/CM
3	2/27/15	PER CLIENT DIRECTION	RM/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
OVERALL UTILITY PLAN

CITY OF PORT ORANGE

VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
SURVEYORS • LAND PLANNERS
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PROJECT NO.	09/06
ISSUE DATE:	1-21-16
DESIGNED BY:	MLR/RMH
DRAFTED BY: CM	
CHECKED BY: RMH	
DRAWING FILE: P:\09\OUTLAS-BUILT\09-06 OVERALL UTILITY PLAN.DWG	
XREFS: 090605LURV	
XREFS: 090606AS	

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=100'

SHEET C10 OF 20

Phase 2
66- 50'x125' lots

Phase 1
9-50'x110' lots

MATCHLINE – SEE SHT. C12

CORACI BOULEVARD 100'R/W

REMOVE EXISTING BLOW-OFF AND CONNECT TO EXISTING 8" RECLAIMED WATER MAIN

REMOVE EXISTING BLOW-OFF AND CONNECT TO EXISTING 8" WATERMAIN

PROPOSED SINGLE RECLAIMED WATER SERVICE (TYP)

PROPOSED DOUBLE RECLAIMED WATER SERVICE (TYP)

PROPOSED 8" C-900 PVC WATERMAIN

PROPOSED FIRE HYDRANT ASSEMBLY

155 LF– 10" SDR–26 PVC @ 0.40%

240 LF– 10" SDR–26 PVC @ 0.40%

140 LF– 10" SDR–26 PVC @ 0.40%

272 LF– 10" SDR–26 PVC @ 0.40%

250 LF– 10" SDR–26 PVC @ 0.40%

160 LF– 10" SDR–26 PVC @ 0.40%

245 LF– 10" SDR–26 PVC @ 0.40%

264 LF– 10" C-900 PVC

350 LF– 10" SDR–26 PVC @ 0.40%

305 LF– 10" SDR–26 PVC @ 0.40%

105 LF– 10" SDR–26 PVC @ 0.40%

PROPOSED 8" C-900 PVC RECLAIMED WATER MAIN

PROPOSED 8" C-900 PVC RECLAIMED WATER MAIN

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

PROPOSED 8" G.V.

PROPOSED 8" C-900 PVC WATER MAIN

PROPOSED DOUBLE WATER SERVICE (TYP)

PROPOSED SINGLE WATER SERVICE (TYP)

PROPOSED DOUBLE RECLAIMED WATER SERVICE (TYP)

STREET LIGHT (TYP)

MH # DE-36 MH # DE-37 MH # DE-38 MH # DE-39 MH # DE-40 MH # DE-41 MH # DE-42 MH # DE-43 MH # DE-44 MH # DE-45 MH # DE-46 MH # DE-47 MH # DE-48

OPEN CUT ROADWAY & INSTALL 8" RECLAIM MAIN

CONNECT TO EXISTING 8" RECLAIMED WATER MAIN W/ 8" TAPPING SLEEVE & VALVE

VERTICAL SAWCUT SIDEWALK @ NEAREST JOINT

CONNECT TO EXISTING 8" WATER MAIN W/ 8" TAPPING SLEEVE & VALVE

BEGIN TRANSFER VILLAGE D CONSTRUCTION Station=11+80.03

SCALE : 1" = 50'

LEGEND

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

NOTES:
1. REFER TO SHEET C12 FOR SANITARY SEWER STRUCTURE TABLE
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TELEPHONE, CABLE AND ANY OTHER UTILITY LINES, WITH ALL LINES BE INSTALLED UNDERGROUND UNLESS OTHERWISE PERMITTED IN SECTION 8, CHAPTER OF THE CODE.
3. ALL RECLAIM AND POTABLE WATER SERVICES ARE TO BE LOCATED WITHIN 2' OF SIDE LOT LINES EXCEPT ON CORNER LOTS.

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1	11/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
3	3/27/16	PER CLIENT DIRECTION	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
UTILITY PLAN

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

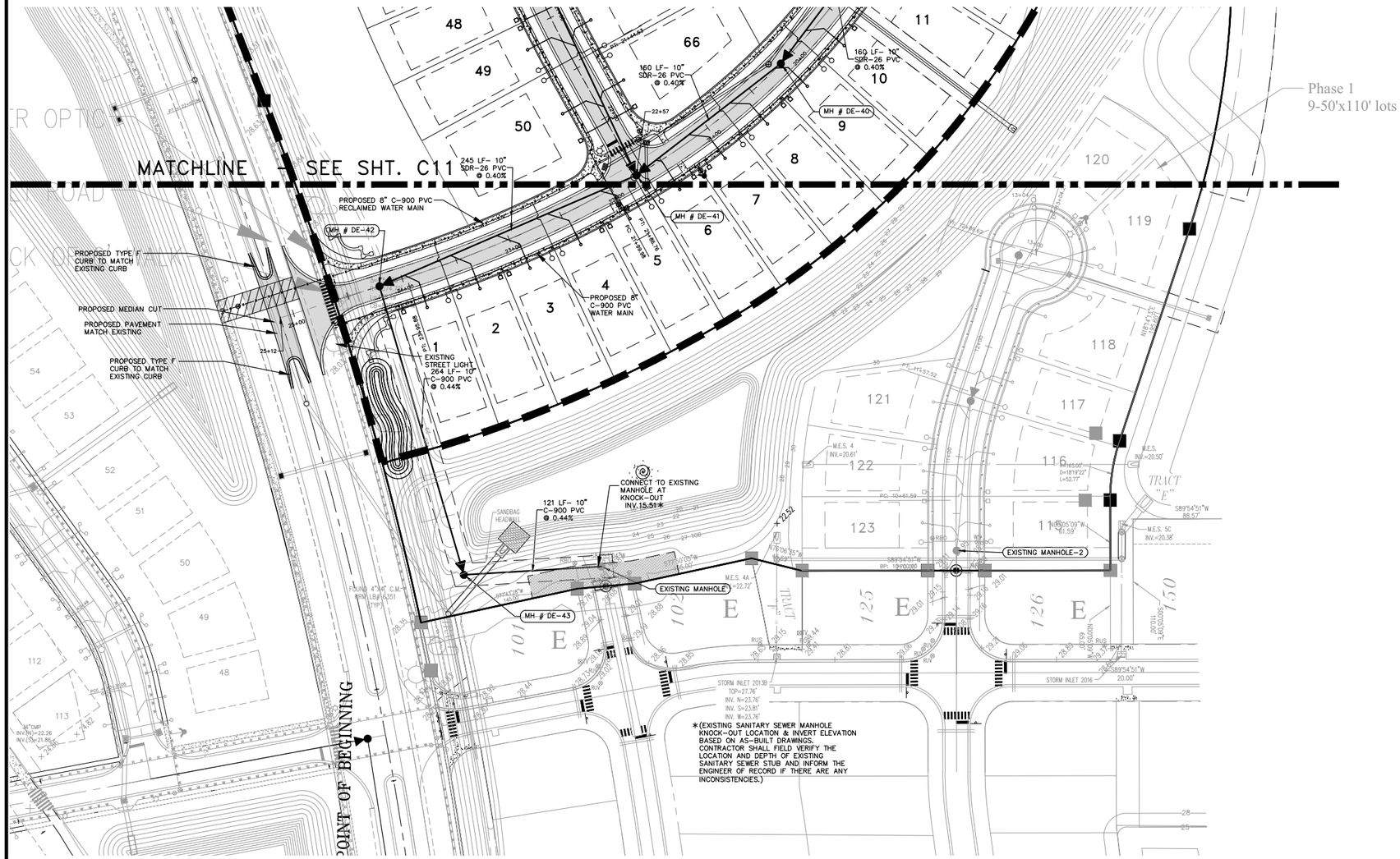
PROJECT NO:	09086
ISSUE DATE:	12-21-16
DESIGNED BY:	MLR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09086PSD-04
XREFS:	09086SURV
XREFS	09086BAS

FILE LOCATION –

NOT VALID WITHOUT SEAL

SCALE: 1"=50'

SHEET C11 OF 20



0 25 50 75 100

SCALE : 1" = 50'

LEGEND

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

NOTES:
1. REFER TO SHEET C11 FOR SANITARY SEWER STRUCTURE TABLE
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TELEPHONE, CABLE AND ANY OTHER UTILITY LINES, WITH ALL LINES BE INSTALLED UNDERGROUND UNLESS OTHERWISE PERMITTED IN SECTION 8, CHAPTER OF THE CODE.
3. ALL RECLAIM AND POTABLE WATER SERVICES ARE TO BE LOCATED WITHIN 2' OF SIDE LOT LINES EXCEPT ON CORNER LOTS.

SANITARY SEWER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TC	PIPE INVERT(S), DIRECTION, SIZE
EXISTING MANHOLE	28.25	15.51 (W) 10" @ EXIST. KNOCK-OUT
MH # DE-36	29.82	22.79 (S) 10"
MH # DE-37	29.38	22.23 (N) 10" 22.13 (SW) 10" 22.23 (W) 10"
MH # DE-38	28.53	21.04 (NE) 10" 20.94 (SW) 10"
MH # DE-39	28.25	19.94 (NE) 10" 19.84 (SW) 10"
MH # DE-40	28.72	19.20 (NE) 10" 19.10 (SW) 10"
MH # DE-41	28.20	18.46 (NE) 10" 18.36 (SW) 10" 18.46 (NW) 10"
MH # DE-42	28.47	17.39 (NE) 10" 17.29 (S) 10"
MH # DE-43 (EPOXY LINED)	25.25	16.14 (N) 10" 16.04 (E) 10"
MH # DE-44	28.94	23.90 (E) 10"
MH # DE-45	29.58	23.28 (W) 10" 23.18 (E) 10"
MH # DE-47	28.66	20.48 (NE) 10" 20.38 (S) 10"
MH # DE-48	29.10	19.96 (N) 10" 19.86 (SE) 10"
MH #DE-46	28.56	21.69 (SW) 10"

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2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
3	7/27/16	PER CLIENT DIRECTION	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
UTILITY PLAN

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

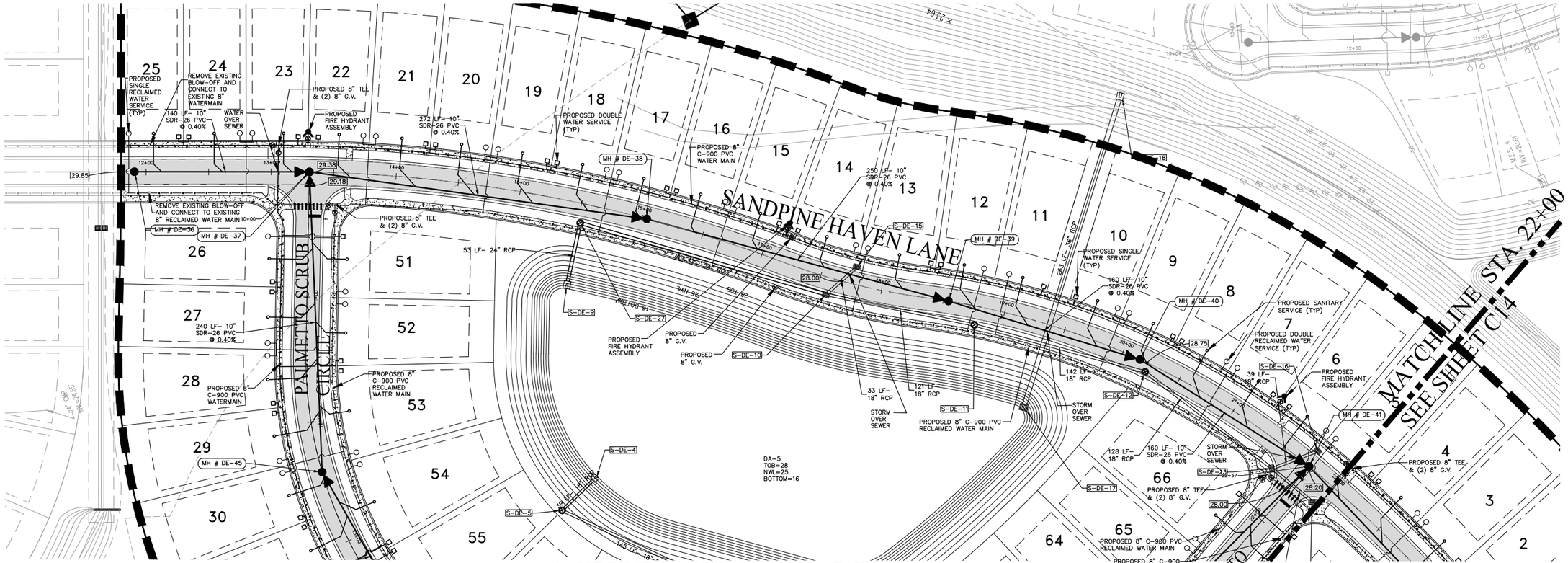
PROJECT NO: 09068 | DRAFTED BY: CM
ISSUE DATE: 1-21-16 | CHECKED BY: RMH
DESIGNED BY: MLR/RMH | DRAWING FILE: 09068P2D-04-C12.dwg
XREFS: 09068SURV
XREFS: 09068AS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=50'

SHEET C12 OF 20



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NO	DATE	REVISIONS:	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
3	7/27/16	PER CLIENT DIRECTION	RMH/ZC

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
PLAN & PROFILE
SANDPINE HAVEN LANE
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

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PROJECT NO. 09/06 | DRAFTED BY: CM
ISSUE DATE: 1-21-16 | CHECKED BY: RMH
DESIGNED BY: MLR/RMH | DRAWING FILE: 09/06PP1-DJE
XREFS: 09006SURV
XREFS: 09006BAS

FILE LOCATION -

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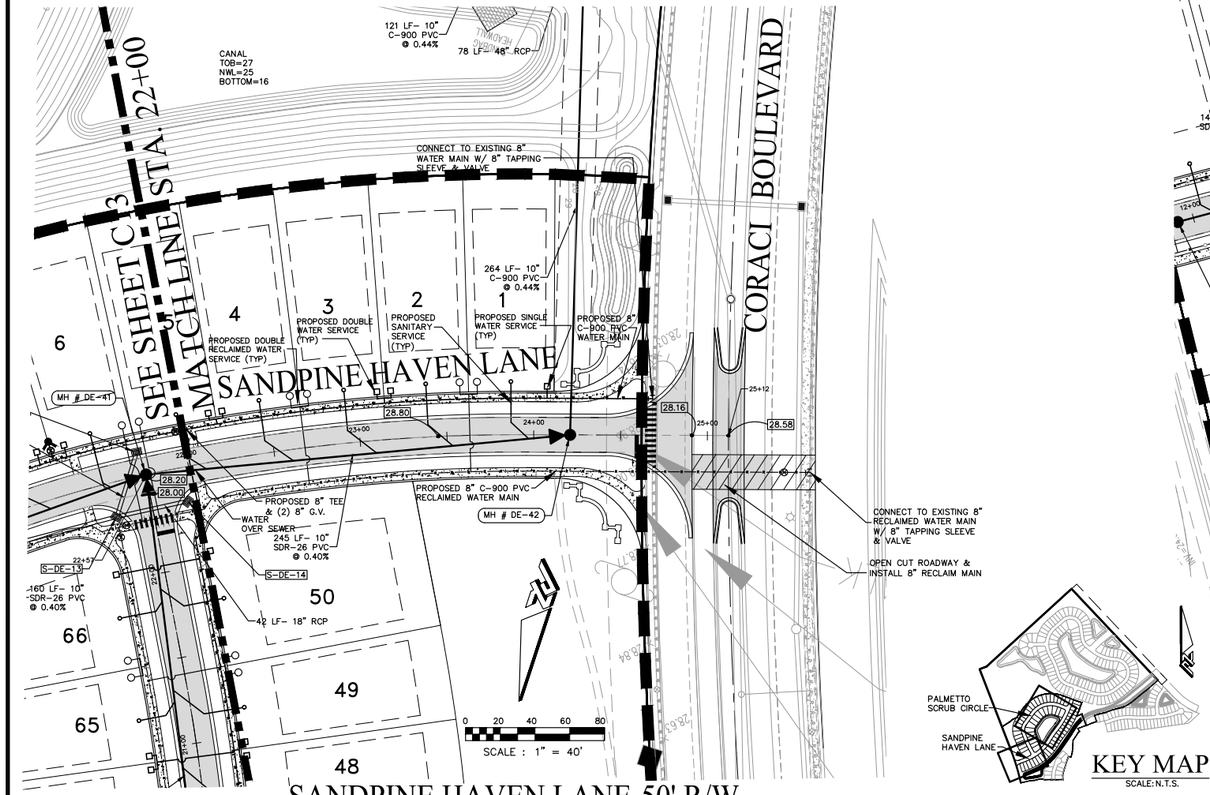
SCALE: 1"=40'

SHEET C13 OF 20



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1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
3	3/27/15	PER CLIENT DIRECTION	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
PLAN & PROFILE
SANDPINE HAVEN LANE & PALMETTO SCRUB CIRCLE
CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

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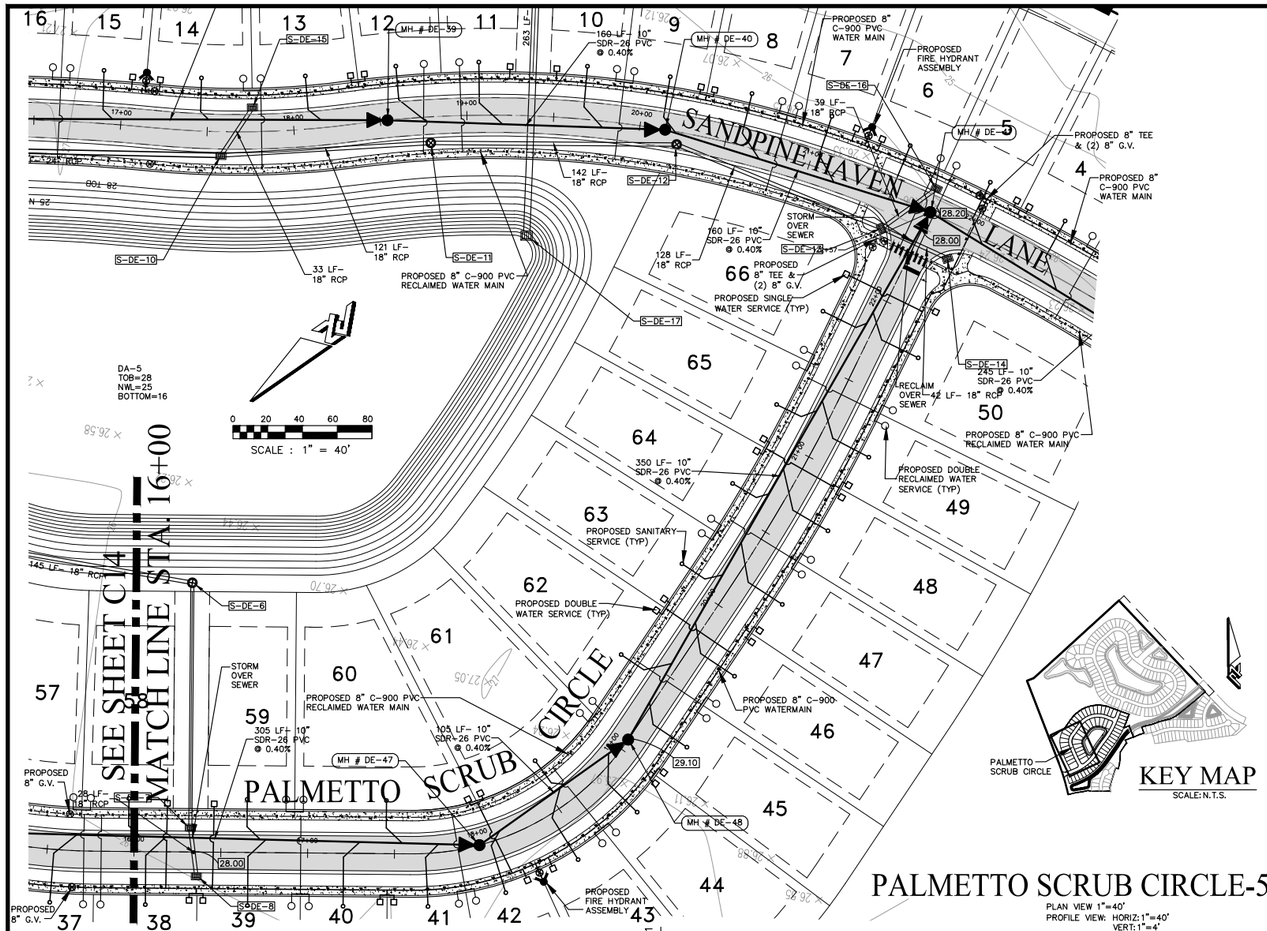
PROJECT NO:	09/06
ISSUE DATE:	1-21-16
DESIGNED BY:	MLR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09PRPP2-DE
XREFS:	090601URV
XREFS:	090608AS

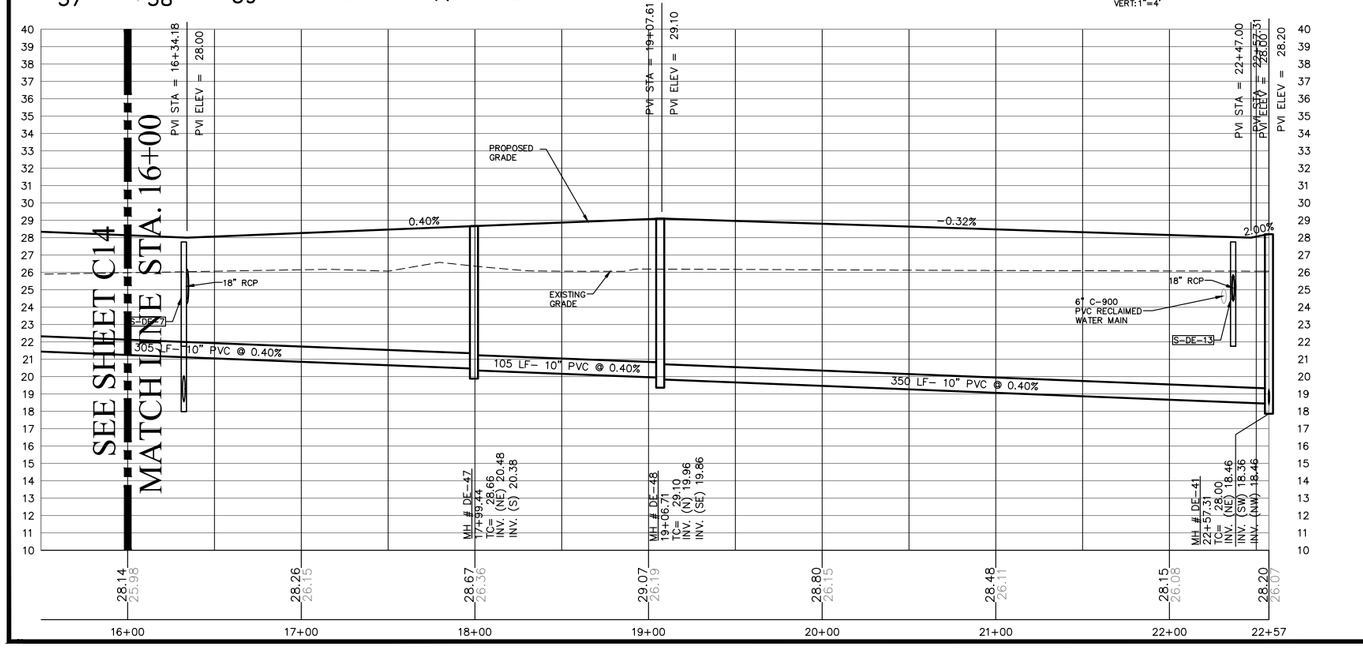
FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C14 OF 20





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NO	DATE	REVISIONS:	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
3	7/27/16	PER CLIENT DIRECTION	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II
FINAL ENGINEERING PLANS
PLAN & PROFILE PALMETTO SCRUB CIRCLE
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

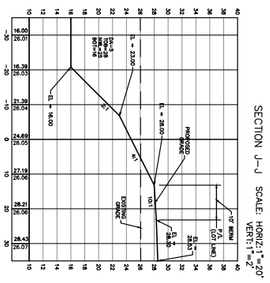
PROJECT NO.	09066
ISSUE DATE:	1-21-16
DESIGNED BY:	MLA/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09066PP2-D-E
XREFS:	09066SURV
XREFS:	09066BAS

FILE LOCATION -

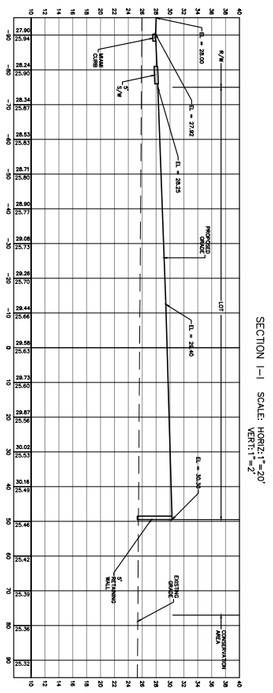
NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C15 OF 20



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



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

SCALE: AS NOTED	NOT VALID WITHOUT SEAL	FILE LOCATION: -
SHEET C16 OF 20		

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C.A. #28416 C.C. #21
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PROJECT NO:	09066	DRAFTED BY: CM	
ISSUE DATE:	1-21-16	CHECKED BY: RMH	
DESIGNED BY:	MLR/RMH	DRAWING FILE: 09066SEC XREFS: 09066SURV XREF'S: 09066BAS	

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE II FINAL ENGINEERING PLANS

SECTIONS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

REVISIONS	NO.	DATE		BY
	1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
	2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/RD/CM
	3	1/21/16	PER CLIENT DIRECTION	RMH/RD/CM

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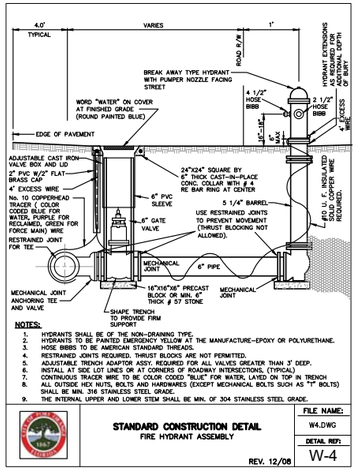
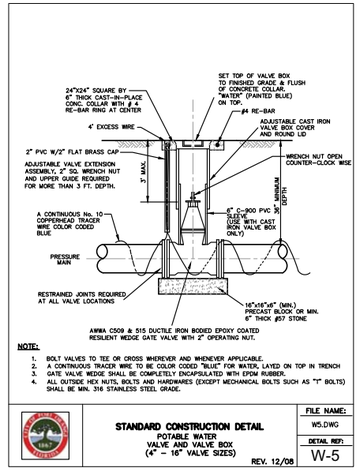


NOTES:

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

STANDARD CONSTRUCTION DETAIL
FIRE HYDRANT ASSEMBLY
REV. 12/08

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



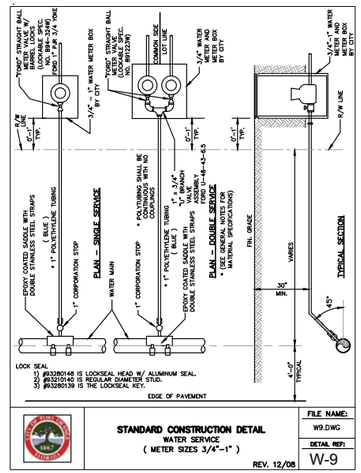
AWWA C509 & 515 DUCTILE IRON BODIED EPOXY COATED RESILIENT WEDGE GATE VALVE WITH 2" OPERATING NUT.

NOTE:

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

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

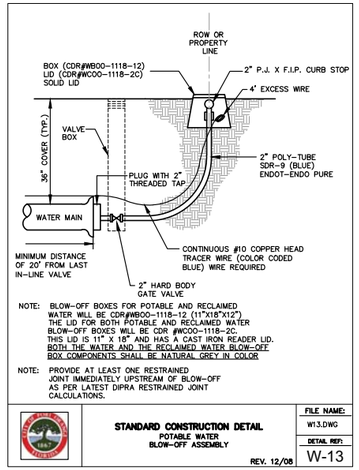
FILE NAME:	W5.DWG
DETAIL REF:	W-5



1) #93280148 IS LOCKSEAL HEAD W/ ALUMINUM SEAL.
2) #93210140 IS REGULAR DIAMETER STUD.
3) #93280139 IS THE LOCKSEAL KEY.

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

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

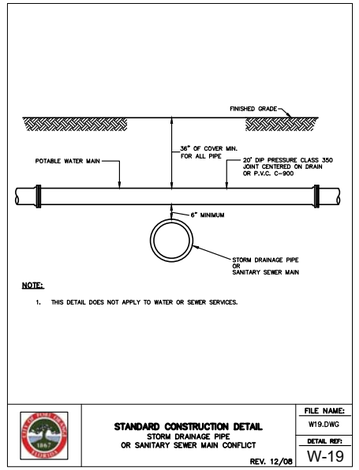


NOTE: BLOW–OFF BOXES FOR POTABLE AND RECLAIMED WATER WILL BE CDR#WB00–1118–12 (11"X18"X12") THE LID FOR BOTH POTABLE AND RECLAIMED WATER BLOW–OFF BOXES WILL BE CDR #WC00–1118–2C. THIS LID IS 11" X 18" AND HAS A CAST IRON READER LID. BOTH THE WATER AND THE RECLAIMED WATER BLOW–OFF BOX COMPONENTS SHALL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

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

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

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



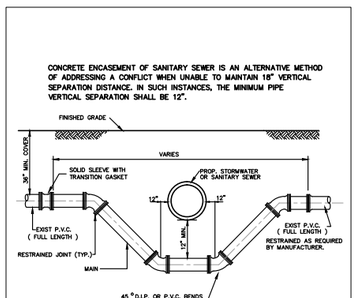
NOTE:

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

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

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

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

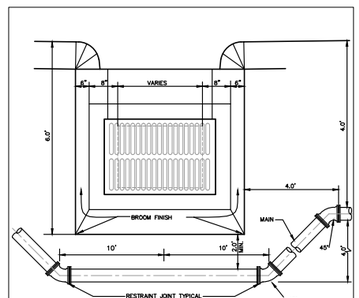


NOTES:

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

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

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

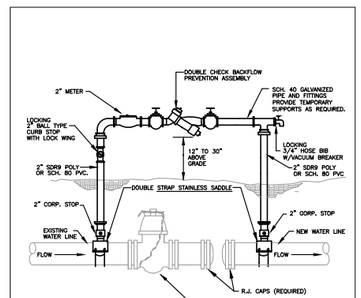


NOTES:

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

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

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



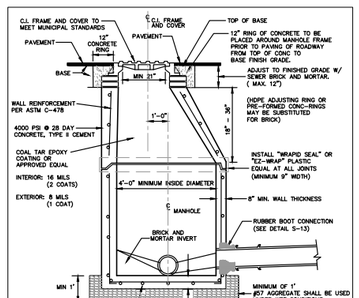
* DIRECT TIE–IN METHOD ALLOWED WHEN TIE–IN UNDER EXISTING PAVEMENT LIMITS.

NOTES:

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

STANDARD CONSTRUCTION DETAIL
TEMPORARY JUMPER CONNECTION
REV. 12/08

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

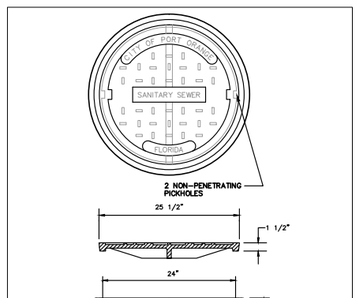


NOTES:

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

STANDARD CONSTRUCTION DETAIL
STANDARD MANHOLE
REV. 12/08

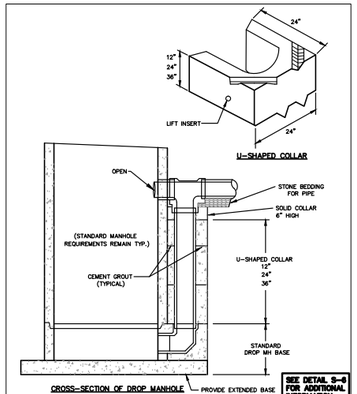
FILE NAME:	S6.DWG
DETAIL REF:	S-6



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

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

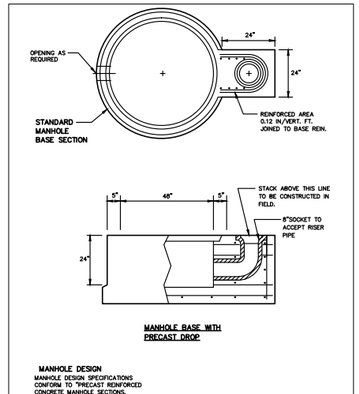
FILE NAME:	S7.DWG
DETAIL REF:	S-7



SEE DETAIL S–8 FOR ADDITIONAL INFORMATION

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

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

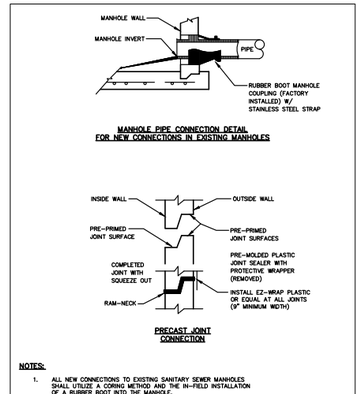


MANHOLE BASE WITH PRECAST DROP

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

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

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



MANHOLE PIPE CONNECTION DETAIL FOR NEW CONNECTIONS IN EXISTING MANHOLES

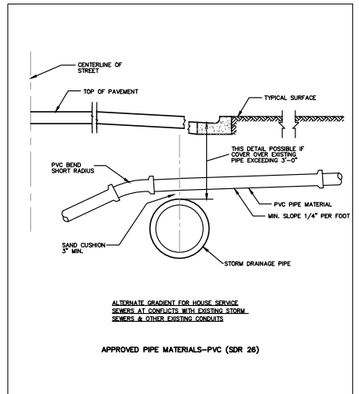
PRECAST JOINT CONNECTION

NOTES:

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

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

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

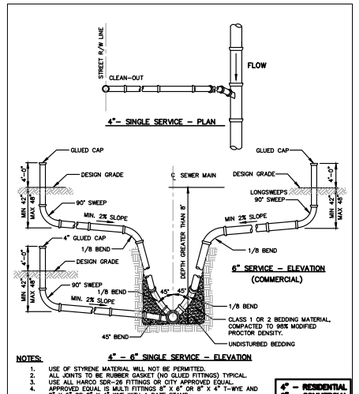


ALTERNATE GRADIENT FOR HOUSE SERVICE SEWERS AT CONFLICTS WITH EXISTING STORM SEWERS & OTHER EXISTING CONDUITS

APPROVED PIPE MATERIALS–PVC (SDR 26)

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

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



NOTES:

4" – 6" SINGLE SERVICE – ELEVATION

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

4" – RESIDENTIAL
6" – COMMERCIAL

STANDARD CONSTRUCTION DETAIL
SEWER LATERAL
REV. 12/08

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

ZEV COHEN & ASSOCIATES, INC.
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1914 ATLANTIC AVE. STE #2-D, FERNANDINA BCH, FL 32034
(904) 491-5436 FAX: (904) 797-4159

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NO	DATE	REVISIONS:	BY:
1	11/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
3	3/27/16	PER CLIENT DIRECTION	RMH/CM

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

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

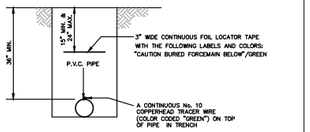
PROJECT NO:	09086
ISSUE DATE:	1-21-16
DESIGNED BY:	MLI/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09086DET
XREFS:	09086TB

FILE LOCATION –

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C17 OF 20



"TERRA TAPE D" or SIMILAR

NOTE:

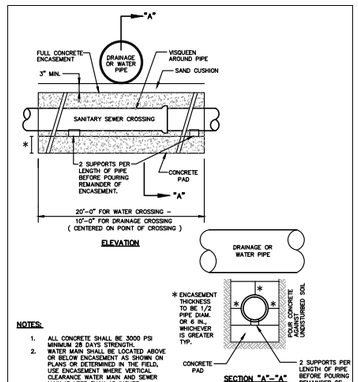
1) A CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL NON-METALLIC PIPE, WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES OUTSIDE P.V.C. SLEEVE, (SEE DETAIL W-6).

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

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

STANDARD CONSTRUCTION DETAIL
LOCATOR TAPE/ TRACERWIRE INSTALLATION FOR SEWER FORCE MAIN, PIPELINES
REV. 12/08

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

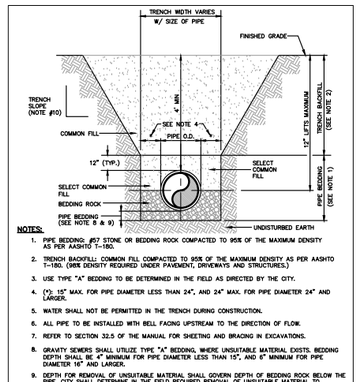


NOTES:

1. ALL CONCRETE SHALL BE 3000 PSI MINIMUM 28 DAYS STRENGTH.
2. WATER MAIN SHALL BE LOCATED ABOVE OR BELOW ENCASEMENT AS SHOWN ON PLANS. ENCASEMENT SHALL NOT BE USE ENCASEMENT WHERE VERTICAL CLEARANCE WATER MAIN AND SEWER MAIN IS LESS THAN 18 INCHES.
3. NO DUCTILE IRON SEWER PIPE IS PERMITTED.

STANDARD CONSTRUCTION DETAIL
SEWER / WATER / DRAINAGE CROSSING
REV. 12/08

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

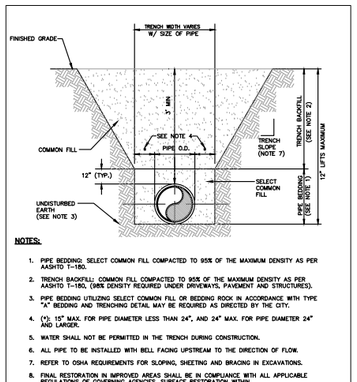


NOTES:

1. PIPE BEDDING: #57 STONE OR BEDDING ROCK COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180. (98% DENSITY REQUIRED UNDER PAVEMENT, DRIVEWAYS AND STRUCTURES.)
3. USE TYPE "A" BEDDING TO BE DETERMINED IN THE FIELD AS DIRECTED BY THE CITY.
4. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF FLOW.
7. REFER TO SECTION 32.5 OF THE MANUAL FOR SHEETING AND BRACING IN EXCAVATIONS.
8. GRAVITY SEWERS SHALL UTILIZE TYPE "A" BEDDING, WHERE UNSUITABLE MATERIAL EXISTS. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 15", AND 6" MINIMUM FOR PIPE DIAMETER 18" AND LARGER.
9. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. CITY SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
10. REFER TO OSHA REQMTS. FOR SLOPING, SHEETING AND BRACING IN EXCAVATIONS.

STANDARD CONSTRUCTION DETAIL
TYPE "A" BEDDING AND TRENCH
(SPECIAL GRAVITY SEWER INSTALLATIONS)
REV. 12/08

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

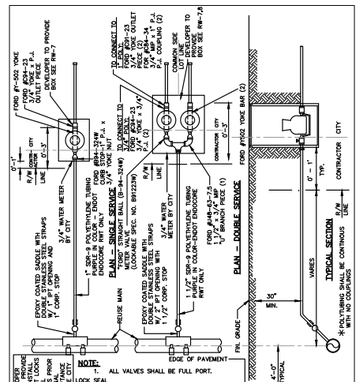


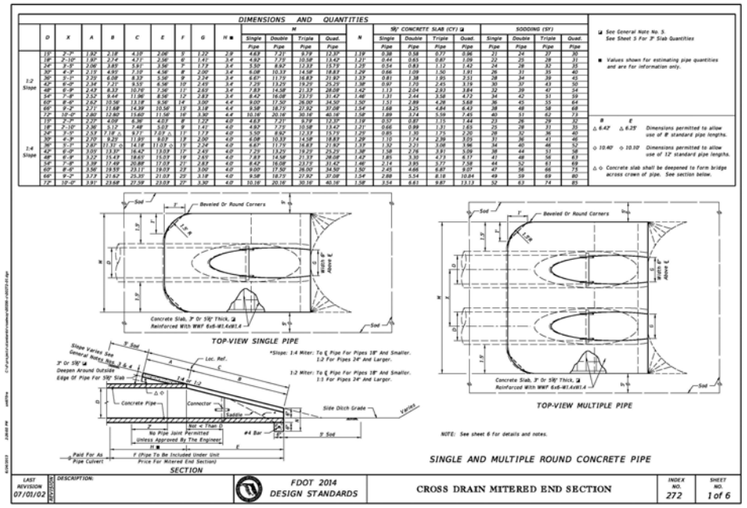
NOTES:

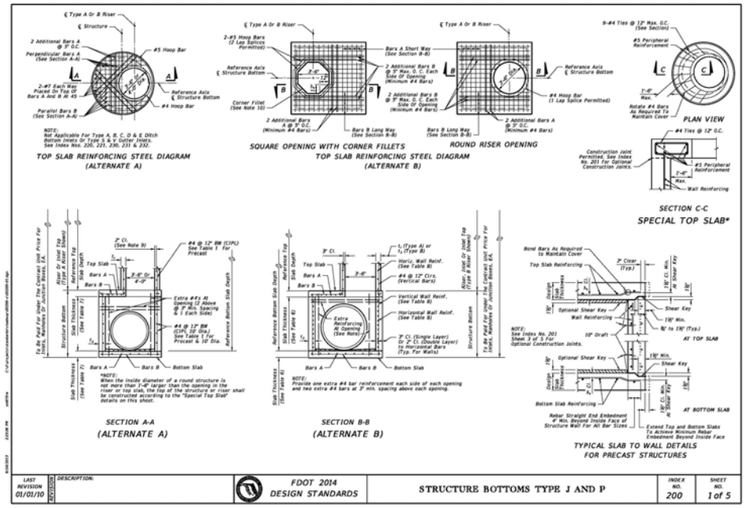
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180. (98% DENSITY REQUIRED UNDER DRIVEWAYS, PAVEMENT AND STRUCTURES).
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR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

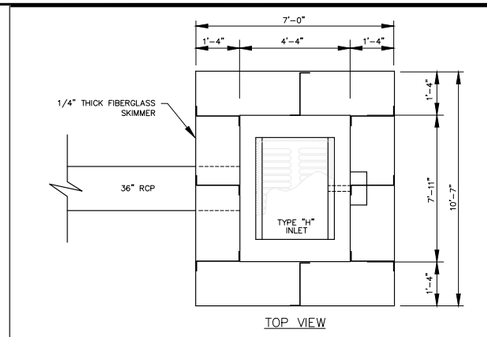
STANDARD CONSTRUCTION DETAIL
TYPE "B" BEDDING AND TRENCH
(TYPICAL FOR WATER, SEWER, FORCE MAIN, STORM DRAIN AND RECLAIMED WATER MAIN INSTALLATIONS)
REV. 12/08

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


FORD #F-502 ZONE
FORD #324-23
1/4" x 3/4" P.J.
OUTLET PIECE
FORD #84-24W
3/4" FIP
3/4" x 3/4" x 3/4" TEE
FORD #324-23
3/4" x 3/4" P.J.
FORD #84-24W
3/4" FIP
3/4" x 3/4" x 3/4" TE

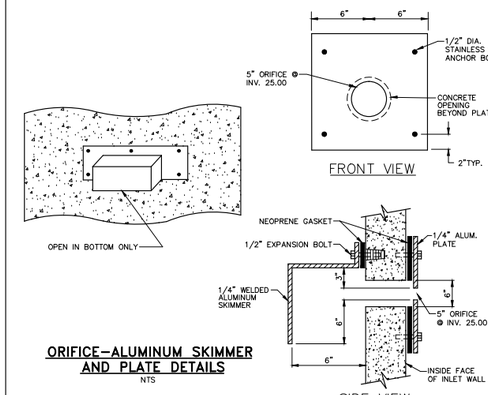






DRAINAGE CONTROL STRUCTURE

SCALE: N.T.S.



ORIFICE-ALUMINUM SKIMMER AND PLATE DETAILS

NTS

SIDEWALK CONSTRUCTION REQUIREMENTS

1. ALL CONCRETE SIDEWALKS & BIKE PATHS IN PUBLIC RIGHT-OF-WAY, PRIVATE RIGHT-OF-WAY AND ON NON-RESIDENTIAL SITES SHALL CONTAIN FIBERGLASS REINFORCEMENT EXCEPT REPAIRS TO NON-REINFORCED EXISTING SIDEWALKS. FIBERGLASS REINFORCEMENT SHALL NOT BE REQUIRED ON PRIVATE RESIDENTIAL SIDEWALKS.
2. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH FIBERGLASS REINFORCEMENT, HAVING A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS.
3. 2-#4 CONTINOUS FIBERGLASS BARS (6" OVERLAP REQUIRED) SHALL BE INSTALLED LONGITUDINALLY, 3" FROM THE EDGE OF ALL BIKEPATHS AND SIDEWALKS, TO CONTROL DIFFERENTIAL MOVEMENT AT JOINTS.
4. SIDEWALKS AND BIKEPATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE SIDEWALK REMAINS WITHIN THE RIGHT-OF-WAY OR AN APPROVED SIDEWALK EASEMENT ABUTTING THE RIGHT-OF-WAY. SIDEWALKS AND BIKE PATHS SHOULD BE LOCATED AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT UNLESS OTHERWISE APPROVED BY THE CITY.
5. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
6. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE PREFORMED JOINT FILLER MEETING F.D.O.T. SPECIFICATIONS.
7. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 6 FEET WHICHEVER IS GREATEST.
8. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
9. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND SHALL BE COMPACTED TO A MINIMUM 98% OF MAXIMUM DENSITY. IF REQUIRED, ANY FILL MATERIAL SHALL BE COMPACTED TO A MINIMUM 95% OF MAXIMUM FIELD DENSITY OF AN IN-PLACE.
10. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
12. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
13. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE REAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.

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

NOTES:

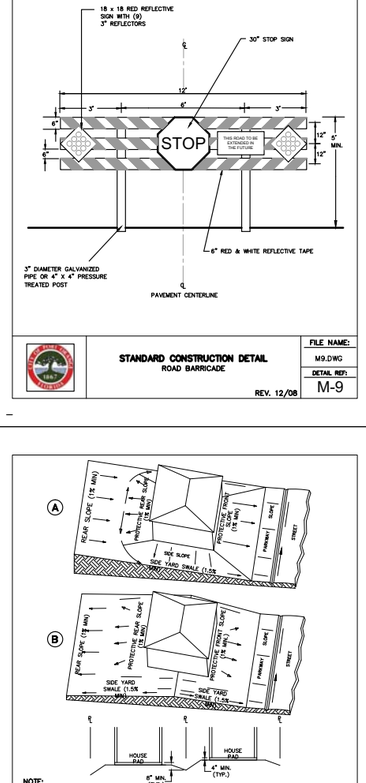
1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH CROSSWALK MARKING DETAILS SHOWN IN THE PLANS.
2. CURBED RAMPS SHALL HAVE FLARED SIDES WITH A MAXIMUM SLOPE OF 12:1.
3. RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE AS SHOWN.
4. RAMPS ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN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

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

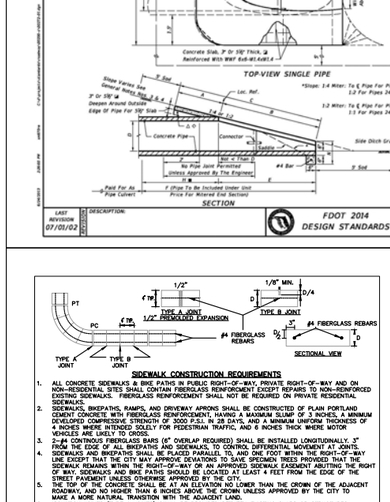
NOTES:

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

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



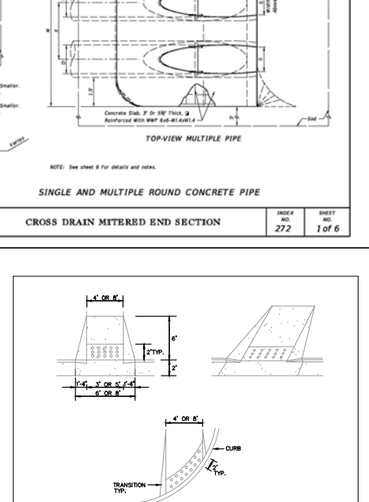
STANDARD CONSTRUCTION DETAIL
ROAD BARRICADE
FILE NAME: M9.DWG
DETAIL REF: M-9
REV. 12/08



NOTE:

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

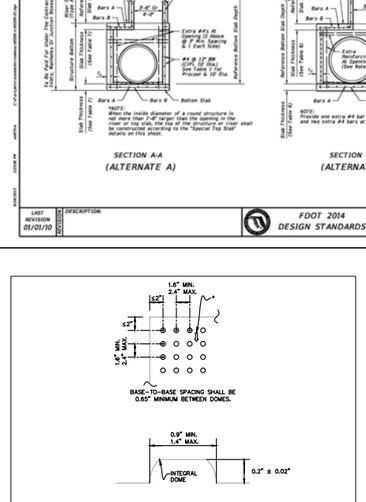
STANDARD CONSTRUCTION DETAIL
SIDEWALK CONSTRUCTION AT INTERSECTIONS
FILE NAME: M18.DWG
DETAIL REF: M-18
REV. 12/08



NOTE:

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

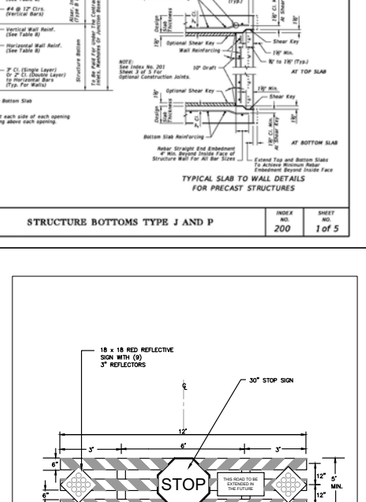
STANDARD CONSTRUCTION DETAIL
SIDEWALK CONSTRUCTION AT INTERSECTIONS
FILE NAME: M19.DWG
DETAIL REF: M-19
REV. 12/08



NOTE:

1. THE FOLLOWING MATERIALS ARE PERMITTED TO BE USED AS A STABILIZED WALKWAY:
   A. COMPACTED CRUSHED CONCRETE
   B. COMPACTED CRUSHED SHELL
2. CONCRETE AND APSHALT SHALL BE USED IN HIGH-TRAFFIC AREAS.
3. MULCH SHALL NOT BE USED AS A STABILIZED WALKING PATH MATERIAL.
4. THE FINAL GRADE OF THE WALKPATH SHALL BE GRADED WITH A MAXIMUM 2% CROSS-SLOPE AWAY FROM THE CENTERLINE OF THE PATH.
5. METAL LANDSCAPE EDGING IS TO BE INSTALLED SUCH THAT THE TOP OF THE EDGING IS TO BE AT OR BELOW THE CROWN OF THE WALKING PATH.

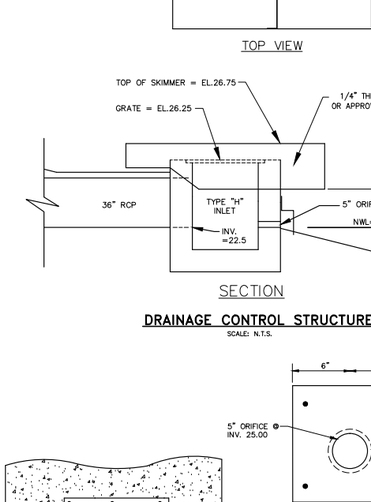
STANDARD CONSTRUCTION DETAIL
STABILIZED WALKING PATH
FILE NAME: M22.DWG
DETAIL REF: M-22
REV. 12/08



NOTE:

1. ALL FINISHED FLOOR ELEVATIONS SHALL BE SET A MINIMUM OF 18 INCHES ABOVE THE CENTERLINE OF THE ADJACENT ROADWAY.
2. ALL FINISHED FLOOR ELEVATIONS ARE A MINIMUM OF 1 FOOT ABOVE THE LIMITS OF THE 100 YEAR FLOOD PLAIN AND/OR 1 FOOT ABOVE THE 100-YEAR DESIGN HIGH WATER LEVEL OF THE ADJACENT DETENTION/RETENTION AREA.
3. IN CASES WHERE THE ABOVE CONDITIONS CONFLICT, NOTE #2 SHALL TAKE PRECEDENCE.
4. SIDE YARD SWALE SHALL BE CENTERED ON THE COMMON PROPERTY LINE.

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



NOTES:

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

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

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NO	DATE	REVISIONS:	BY:
1	11/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
3	7/27/16	PER CLIENT DIRECTION	RMH/ZC

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

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

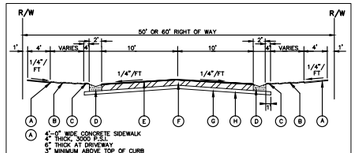
PROJECT NO. 09066 | DRAFTED BY: CM
ISSUE DATE: 1-21-16 | CHECKED BY: RMH
DESIGNED BY: MLR/RMH | DRAWING FILE: 09066DET
XREFS: 10906TTB
XREFS:

FILE LOCATION –

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C19 OF 20



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

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

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

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

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

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

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

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

NOTES:

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

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

FILE NAME: R1.DWG
DETAIL REF: **R-1**
REV. 12/08

ROAD CLASSIFICATION	DESIGN SPEED (MPH)	LANE WIDTH (LW)	RIGHT OF WAY WIDTH	MIN. HORIZ. RADIUS C.L.	MIN. VERT. CURVE	MIN. LONG. GRADE (%)	MIN. INT. SPACE
LOCAL / COLLECTOR UP TO 400 VPD	15	10	50	50'	75'	0.3	150'
	20	10	50	95'	125'	0.3	200'
UP TO 1000 VPD	25	11	50	180'	165'	0.3	250'
	20	11	50	95'	125'	0.3	200'
UP TO 5000 VPD	25	11	60	180'	165'	0.3	250'
	30	12	80	305'	200'	0.3	330'
	35	12	80	375'	225'	0.5	660'
	40	12	80	450'	275'	0.5	660'
ARTERIAL UP TO 7500 VPD	35	5 LANES (3)		375'	225'	0.5	660'
OVER 7500 VPD	40			450'	275'	0.5	660'

NOTES:

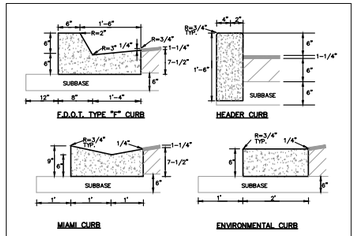
1. ALL ROADWAY DESIGN SHALL MEET THE MINIMUM REQUIREMENTS OF THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION, AND MAINTENANCE FOR STREETS AND HIGHWAYS (LATEST EDITION), AS PUBLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
2. PAVEMENT WIDTHS FOR INDUSTRIAL AND COMMERCIAL ROADS SHALL BE INCREASED BY A MINIMUM OF ONE (1) FOOT.
3. AS A RULE, ALL INTERSECTIONS SHALL BE DESIGNED AT 90 DEGREE ANGLES. DEVIATION FROM THIS SHALL BE CONSIDERED STRICTLY ON A CASE BY CASE BASIS. IN THE EVENT THAT ANY DEVIATION IS PERMITTED, THEN IN NO CASE SHALL INTERSECTION ANGLES BE LESS THAN 75 DEGREES. ALL LOCAL ROADWAYS SHALL INTERSECT AT NO LESS THAN 75 DEGREES, AND COLLECTOR ROADWAYS SHALL INTERSECT AT NO LESS THAN 60 DEGREES. INTERSECTIONS WITH COUNTY AND STATE ROADS SHALL BE 90 DEGREES.
4. ALL INTERSECTIONS AND ACCESS PONTS SHALL HAVE ADEQUATE LINE OF SIGHT BASED ON AN EYE LEVEL OF 3.5' ABOVE THE GROUND AND AN OBJECT 3.0' ABOVE THE LOWEST ROADWAY. FOR PURPOSES OF THIS STANDARD, THE EYE LEVEL SHALL BE MEASURED 8' IN BACK OF THE STOP BAR AT ENTRANCES. THE FOLLOWING SIGHT DISTANCES SHALL BE PROVIDED:

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

LEGEND:
C.L. — CENTER-LINE
INT. — INTERSECTION
LONG. — LONGITUDINAL

STANDARD CONSTRUCTION DETAIL
ROADWAY GEOMETRY

FILE NAME: R6.DWG
DETAIL REF: **R-6**
REV. 12/08

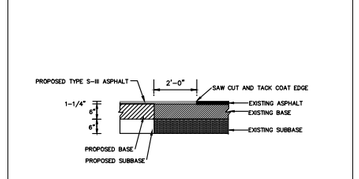


NOTES:

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

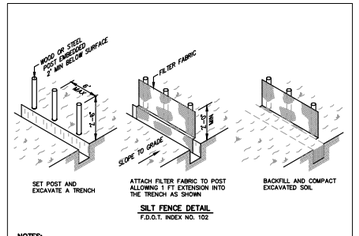
STANDARD CONSTRUCTION DETAIL
STANDARD CURB CONSTRUCTION

FILE NAME: R9.DWG
DETAIL REF: **R-9**
REV. 12/08



STANDARD CONSTRUCTION DETAIL
PAVEMENT BUTT JOINT

FILE NAME: R11.DWG
DETAIL REF: **R-11**
REV. 12/08



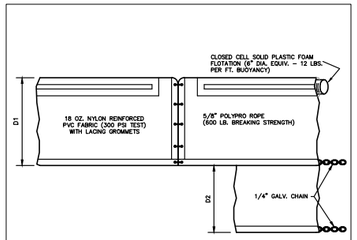
SILT FENCE DETAIL
F.D.O.T. INDEX NO. 102

NOTES:

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

STANDARD CONSTRUCTION DETAIL
SILT FENCE TURBIDITY BARRIER

FILE NAME: R22.DWG
DETAIL REF: **R-22**
REV. 12/08



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

D1 – 5 FT. STD. SINGLE PANEL FOR DEPTHS 5 FT. OR LESS
D2 – 5 FT. STD. ADDITIONAL PANEL FOR DEPTHS GREATER THAN 5 FT.
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FT.
TWO PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FT.

STANDARD CONSTRUCTION DETAIL
FLOATING TURBIDITY BARRIER

FILE NAME: R24.DWG
DETAIL REF: **R-24**
REV. 12/08

STREET AND WALKWAY LIGHTS

WALKWAY LIGHTS: (HEIGHT: 10 TO 20 FEET)

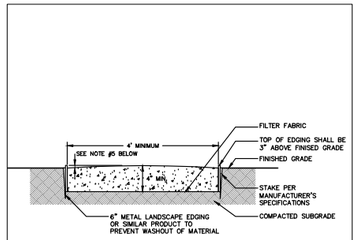
1. ALONG DUNLAWTON AVENUE:
   A. WEST OF I-95:
      THE FLORIDIAN (SEE DETAIL M-15)
   B. FROM I-95 TO SPRUCE CREEK ROAD:
      GARDCO LIGHTING (SEE DETAIL M-16)
   C. EAST OF SPRUCE CREEK ROAD:
      LUMEC LIGHTING (SEE DETAIL M-17)
2. ALONG RIDGEWOOD AVENUE FROM THE NORTHERN CITY LIMITS SOUTH TO MEEKER PLACE:
   D. LUMEC LIGHTING (SEE DETAIL M-17)
3. IN LOCATIONS OTHER THAN DUNLAWTON AVENUE, THE WALKWAY LIGHTS SHALL BE ANY OF THE THREE (3) STYLES NOTED ABOVE OR THE FOLLOWING: STERNBERG SIGNESTORM (GR50 / 440B-12FP), WILLIAMSBURG (9405-TF / 3610-T) OR COLONIAL (4620TF-ALL). ALL CITY MAINTAINED WALKWAY LIGHTS ARE TO BE FLORIDA POWER AND LIGHT (FPL) SUPPLIED LIGHTS, UTILIZING 150 WATT HPS.
4. SPACING SHALL BE A MAXIMUM OF 100 FEET ON CENTER.

STREET LIGHTS: (HEIGHT: 20+ FEET)

1. STREET LIGHTS SHALL BE GENERALLY PROVIDED AT ALL INTERSECTIONS, AND AT MAJOR ENTRY ROADS INTO THE SUBDIVISION AS DESIGNATED BY THE ADMINISTRATIVE OFFICIAL.
2. ALL CITY MAINTAINED STREET LIGHTS ARE TO BE FPL SUPPLIED STREET LIGHTS.
3. PRIVATELY MAINTAINED STREET LIGHTS SHALL BE:
   GARDCO LIGHTING EH / 28" / 1 / 3 / 150 HPS / 240 / BRA / PC
   (NOTE: POLE SHALL BE CONCRETE AVAILABLE THROUGH F.P.L. AND SPACED AT INTERVALS OF 300 TO 400 FEET.)
4. ALTERNATIVE STREET LIGHTING PROPOSALS BY DEVELOPERS SHOULD BE SUBMITTED TO THE COMMUNITY DEVELOPMENT DEPT. FOR APPROVAL.

STANDARD CONSTRUCTION DETAIL
STREET AND WALKWAY LIGHTS

FILE NAME: M14.DWG
DETAIL REF: **M-14**
REV. 12/08

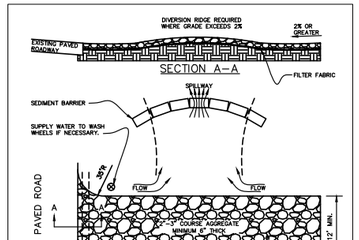


NOTE:

1. THE FOLLOWING MATERIALS ARE PERMITTED TO BE USED AS A STABILIZED WALKWAY:
   A. COMPACTED CRUSHED CONCRETE
   B. COMPACTED CRUSHED SHELL
2. CONCRETE AND APSHALT SHALL BE USED IN HIGH-TRAFFIC AREAS.
3. MULCH SHALL NOT BE USED AS A STABILIZED WALKING PATH MATERIAL.
4. THE FINAL GRADE OF THE WALKPATH SHALL BE GRADED WITH A MAXIMUM 2% CROSS-SLOPE AWAY FROM THE CENTERLINE OF THE PATH.
5. METAL LANDSCAPE EDGING IS TO BE INSTALLED SUCH THAT THE TOP OF THE EDGING IS TO BE AT OR BELOW THE CROWN OF THE WALKING PATH.

STANDARD CONSTRUCTION DETAIL
STABILIZED WALKING PATH

FILE NAME: M22.DWG
DETAIL REF: **M-22**
REV. 12/08



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

STANDARD CONSTRUCTION DETAIL
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

FILE NAME: R27.DWG
DETAIL REF: **R-27**
REV. 12/08

TECHNICAL SPECIFICATIONS
FOR SITE PLANS AND SUBDIVISIONS TESTING

A. MATERIALS

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

B. LABORATORY CONTROL AND CERTIFICATES

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

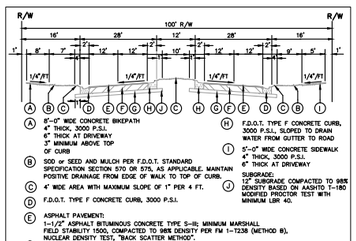
A. SOIL ANALYSIS FOR STRUCTURAL FILL MATERIAL PRIOR TO INSTALLATION.
B. PROCTOR DENSITIES, MOISTURE CONTENT, COMPACTED FIELD DENSITIES, AND ATTERBERG LIMITS.
C. SOIL CEMENT MIX DESIGNS AND COMPRESSIVE STRENGTH TESTS (FOR SOIL CEMENT ROAD BASE ONLY).
D. SUPERVISION OF ALL SOIL CEMENT BASE CONSTRUCTION.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

CANAL AND WATERWAY DESIGN AND CONSTRUCTION NOTES

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

STANDARD CONSTRUCTION DETAIL
CANAL AND WATERWAY DESIGN AND CONSTRUCTION NOTES

FILE NAME: ST7.DWG
DETAIL REF: **ST-7**
REV. 12/08



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

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

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

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

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

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

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

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

(I) 8'-0" WIDE CONCRETE SIDEWALK
4" THICK, 3000 P.S.I.
6" THICK AT DRIVEWAY

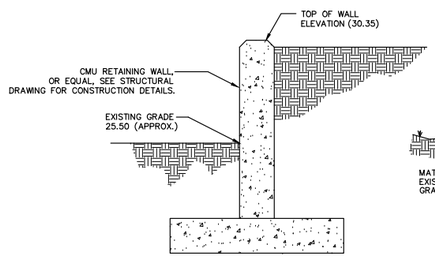
(J) SUBGRADE:
12" SUBGRADE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.

NOTES:

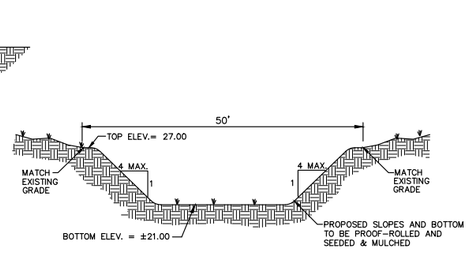
1. ALL MATERIALS ARE TO BE APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND THE DEVELOPER'S LICENSED SOILS ENGINEER PRIOR TO PLACEMENT.
2. A REPRESENTATIVE OF A CERTIFIED SOIL LABORATORY SHALL BE PRESENT DURING ALL CONSTRUCTION PHASES UTILIZING A SOIL CEMENT BASE. THE REPRESENTATIVE SHALL BE CERTIFIED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

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

FILE NAME: R5.DWG
DETAIL REF: **R-5**
REV. 12/08

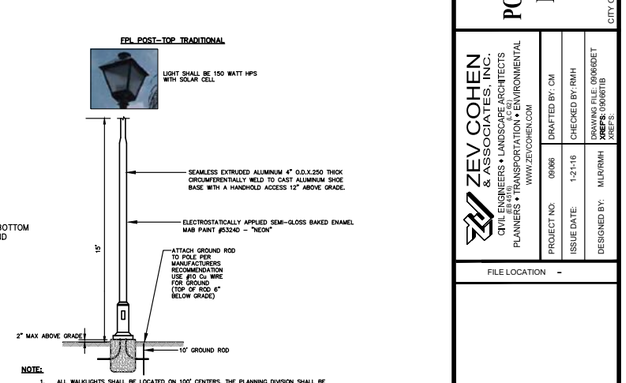


NOTE:
FINAL STRUCTURAL RETAINING WALL DETAIL TO BE PROVIDED TO CITY AT TIME OF CONSTRUCTION.



RELOCATED DRAINAGE DITCH CROSS SECTION
NTS

FPL POST-TOP TRADITIONAL



NOTE:

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

WALKWAY LIGHT DETAIL

ZEV COHEN & ASSOCIATES, INC.
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PLANNERS • TRANSPORTATION • ENVIRONMENTAL
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NO	DATE	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14 RMH/CM
2	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15 RMH/CM
3	7/27/16	PER CLIENT DIRECTION RMH/CM

REVISIONS:

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

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

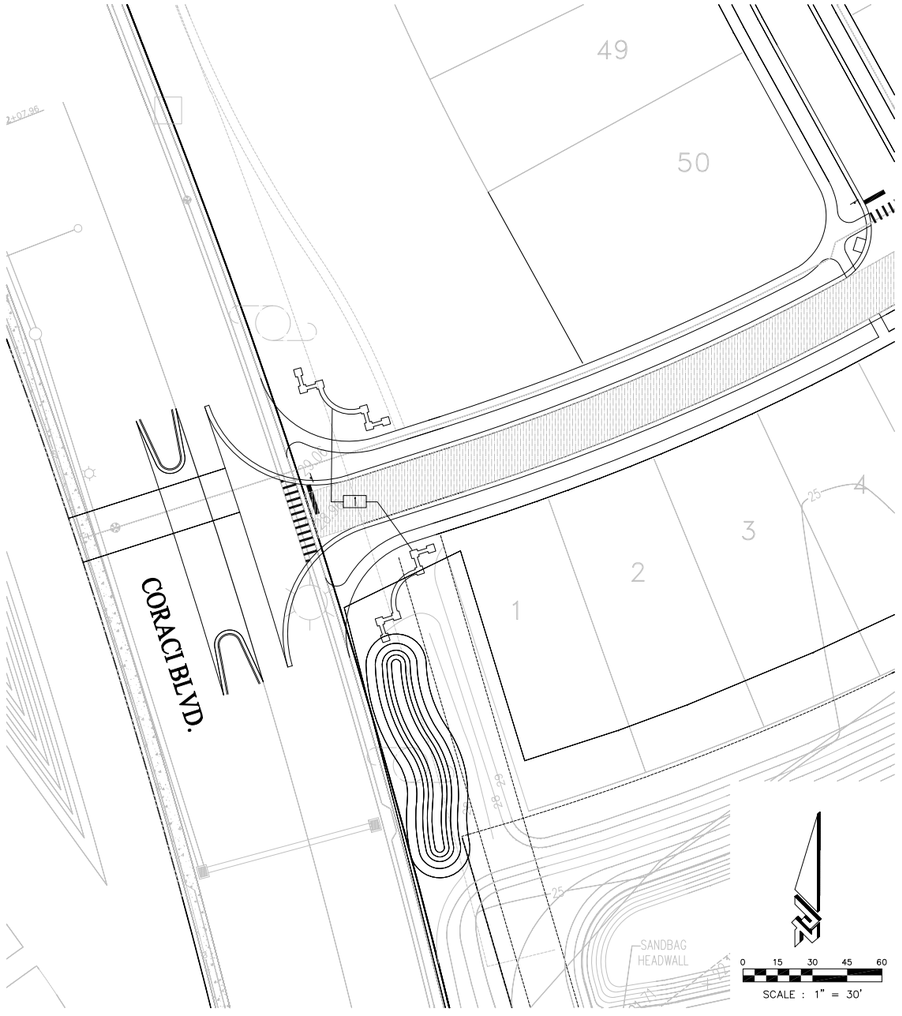
PROJECT NO. 09066 | DRAFTED BY: CM
ISSUE DATE: 1-21-16 | CHECKED BY: RMH
DESIGNED BY: MLR/RMH | DRAWING FILE: R09066DET
XREFS: 10906TB

FILE LOCATION –

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C20 OF 20



ENTRY FEATURE - LAYOUT PLAN

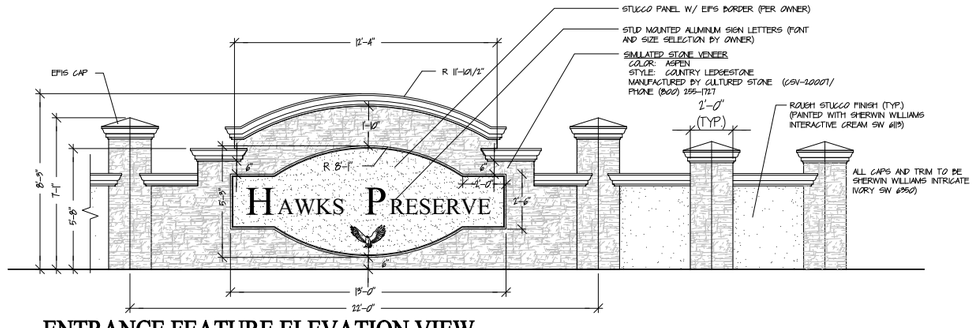
SCALE: 1" = 20'

HARDSCAPE NOTES

1. DIMENSIONS: ALL LAYOUT DIMENSIONS ARE TO EDGE OF PAVEMENTS UNLESS OTHERWISE NOTED.
2. LAYOUT: ALL LAYOUT DIMENSIONS SHOWN ON DETAILS ARE APPROXIMATE.
3. CONCRETE: REFER TO CIVIL DRAWINGS FOR CONCRETE DESIGN SPECIFICATIONS AS WELL AS GRADING AND DRAINAGE INFORMATION.
4. ACCESSIBILITY: ALL CONSTRUCTION SHALL CONFORM WITH THE REQUIREMENTS FOR HANDICAP ACCESSIBILITY AS OUTLINED UNDER THE AMERICANS WITH DISABILITIES ACT GUIDELINES (ADAG).
5. STAKING AND LAYOUT: THE CONTRACTOR SHALL STAKE AND LAYOUT ALL IMPROVEMENTS USING THE GEOMETRIC DATA PROVIDED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLETELY STAKE AND VERIFY THE ALIGNMENT BOTH VERTICAL AND HORIZONTAL AND TO INSURE PROPER POSITIONING PRIOR TO THE MANUFACTURING AND INSTALLATION OF ANY IMPROVEMENT. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY IN WRITING IF ANY DISCREPANCIES ARE FOUND AND NOT PROCEED WITH THE WORK UNTIL DIRECTED.
6. CONTROL JOINTS: UNLESS OTHERWISE EXPRESSLY APPROVED IN WRITING BY THE OWNER ALL CONTROL JOINTS SHALL BE TOOLED. SAW CUTTING WILL NOT BE ACCEPTABLE.
7. EXISTING IMPROVEMENTS: THE CONTRACTOR SHALL REPAIR OR REPLACE TO AN EQUAL TO OR BETTER CONDITION ANY EXISTING IMPROVEMENTS LOCATED OUTSIDE OF THE LIMITS OF WORK THAT ARE DAMAGED BY THE CONTRACTOR'S CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
8. EXISTING UTILITIES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES. CONTRACTOR TO CALL SUNSHINE 811 (1-800-432-4770) BEFORE DIGGING COMMENCES.
9. CONSTRUCTION JOINTS: CAULK ALL JOINTS BEFORE PAINTING.
10. PAINT: COLOR FOR PAINTED SURFACES SHALL BE AS INDICATED ON THESE PLANS OR SELECTED BY OWNER OR OWNERS REPRESENTATIVE. FINAL PAINT COLOR SELECTED BY OWNER OR OWNERS REPRESENTATIVE SHALL BE APPLIED AND APPROVED PRIOR TO THE INSTALLATION OF SIGNAGE LETTERS.
11. TRASH: ALL CUTOFFS AND SCRAPS ARE TO BE REMOVED FROM SITE DAILY.
12. INTENT: THESE DRAWINGS ARE DESIGN INTENT DRAWINGS ONLY. CONTRACTOR SHALL VERIFY THAT ALL LOCAL STRUCTURAL SPECIFICATIONS AND BUILDING CODES ARE SATISFIED.
13. SHOP DRAWINGS: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS INDICATING REQUIRED STRUCTURAL DESIGN SPECIFICATIONS TO THE OWNER THAT ARE SIGNED AND SEALED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF FLORIDA.

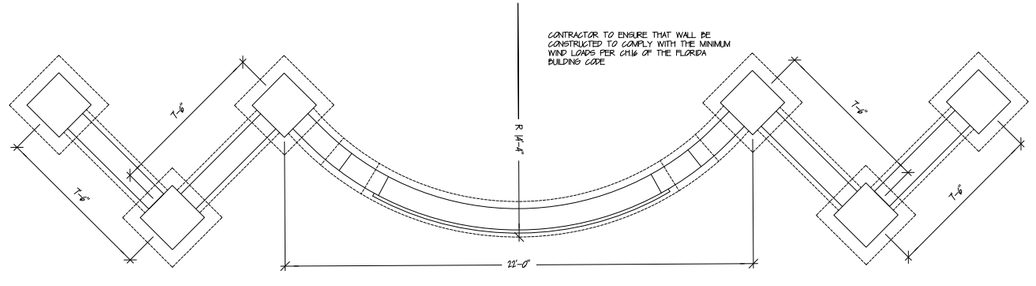
HARDSCAPE LEGEND

SITE AMENITIES	
1	ENTRANCE SIGNAGE (2) SEE DETAILS #1 & #2 THIS SHEET



1 ENTRANCE FEATURE ELEVATION VIEW

SCALE: N.T.S.



2 ENTRANCE FEATURE PLAN VIEW

SCALE: N.T.S.

ORMOND BEACH
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REVISIONS:

NO.	DATE	DESCRIPTION	BY

HAWKS PRESERVE @ PORT ORANGE PLANTATION - PHASE II

HARDSCAPE PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
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PROJECT NO: 09066
ISSUE DATE: 9/17/14
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: SMG/SRB
DRAWING FILE: 09066 HA-D-E
XREFS: 09066BASE

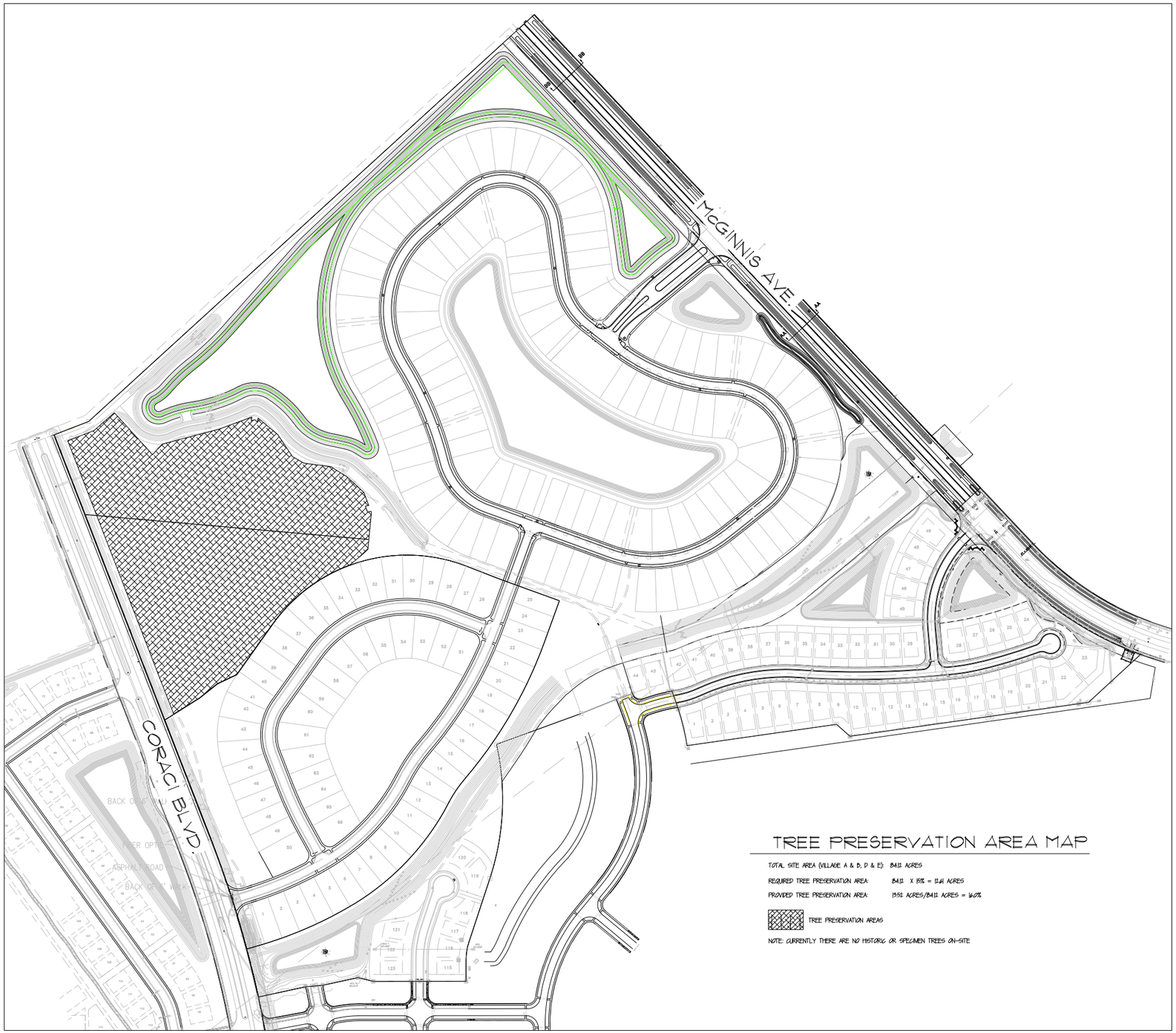
FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: AS NOTED

SHEET HA1 OF 1



TREE PRESERVATION AREA MAP

TOTAL SITE AREA (VILLAGE A & B, D & E): 84.13 ACRES

REQUIRED TREE PRESERVATION AREA: 84.13 X 15% = 12.61 ACRES

PROVIDED TREE PRESERVATION AREA: 13.51 ACRES/84.13 ACRES = 16.07%

TREE PRESERVATION AREAS

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

0 150 300

SCALE : 1" = 150'

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

REVISIONS:

HAWKS PRESERVE @ PORT ORANGE PLANTATION PHASE II

TREE PROTECTION PLAN

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

PROJECT NO.: 09066 | DRAFTED BY: AKS

ISSUE DATE: 9/16/14 | CHECKED BY: PM

DESIGNED BY: PM/AKS | DRAWING FILE: 09066 LA-D-E XREFS: 09066BASE

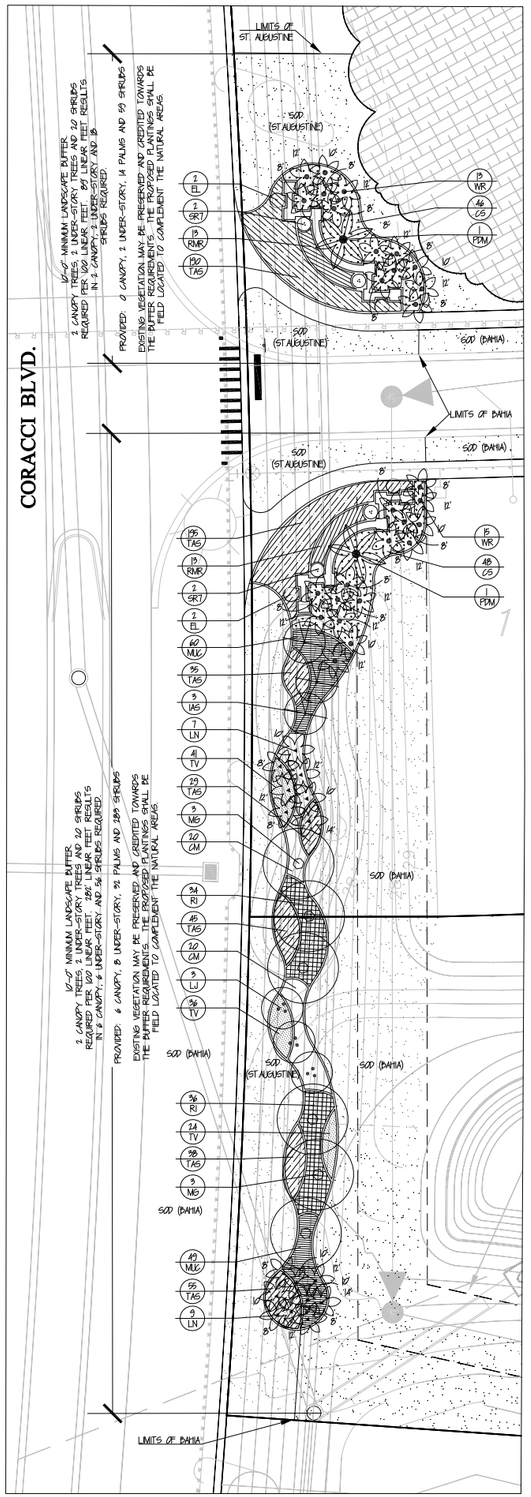
FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: AS NOTED

SHEET TP1 OF 1



ENLARGEMENT LA1-A

0 10 20 30 40

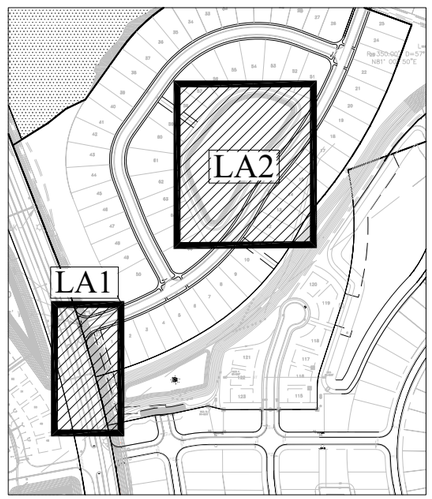
SCALE : 1" = 20'

LANDSCAPE SPECIFICATIONS

1. FLORIDA #1: ALL PLANT MATERIAL SHALL BE GRADE FLORIDA NO. 1 OR BETTER IN QUALITY AS DESIGNATED IN THE MOST RECENT PUBLICATION OF "GRADES AND STANDARDS FOR NURSERY PLANTS", PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. SEE #21 FOR INFO.
2. EXISTING PLANTS: IF PROPOSED PLANTINGS SHOWN ON PLAN INTERFERE WITH EXISTING LANDSCAPING, THE PROPOSED LANDSCAPING SHALL BE LOCATED AS CLOSE AS POSSIBLE TO ITS INTENDED LOCATION.
3. MULCH: ALL PLANTING BEDS SHALL BE TOP DRESSED WITH 3" SHREDDED PINE BARK MULCH, GRADE "B" OR BETTER. ALL TREES NOT IN BEDS SHALL HAVE A 5' DIAMETER MULCH RING. ALL PALMS NOT IN BEDS SHALL HAVE A 3' DIAMETER MULCH RING.
4. SOD: SOD SPECIES SHALL BE AS NOTED SPECIFIC TO AREAS IN WHICH LABELED. ALL SOD SHALL BE ROLLED. SEE IRRIGATION PLAN FOR SOD AREAS TO BE IRRIGATED/UN-IRRIGATED.
5. QUANTITIES: IN THE EVENT OF A VARIATION BETWEEN THE QUANTITIES SHOWN ON THE PLANT LIST AND THE ACTUAL QUANTITY OF PLANTS SHOWN ON THE PLAN, THE PLAN SHALL CONTROL. SOD QUANTITY TAKEOFFS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
6. UNFORESEEN CONFLICTS: CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PORTION OF THE LANDSCAPE PLAN AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNFORESEEN OBSTRUCTIONS, GRADE DIFFERENCES, STANDING WATER, SOIL CONDITIONS OR OTHER CONFLICTS EXIST. SUCH UNFORESEEN CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
7. SUBSTITUTIONS: NO SUBSTITUTIONS OR VARIATIONS OF ANY PLANT MATERIAL OR ITS INSTALLED LOCATION WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN CONSENT AND APPROVAL FROM THE LANDSCAPE ARCHITECT.
8. CONTAINERS: IF GALLONAGE FOR PLANTS OR TREES IS SHOWN THEY SHALL BE CONTAINER GROWN AND THE SIZE SHOWN SHALL REPRESENT THE MINIMUM ALLOWABLE GALLONAGE ACCEPTED. IN ALL CASES THE PLANT SPECIFIED SIZE SHALL GOVERN OVER THE GALLONAGE INDICATED.
9. PLANTING SOIL: CONTRACTOR SHALL VERIFY THAT SOIL CONDITIONS ARE SUITABLE TO THE PLANT SPECIES SPECIFIED. IF SOIL CONDITIONS ARE DEEMED UNSUITABLE FOR PROPER PLANT HEALTH, CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND PROPER SUBSTITUTIONS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ADDITIONALLY, IF PRESENT, THE CONTRACTOR SHALL REMOVE LIME ROCK, CONCRETE AND OTHER DELETERIOUS DEBRIS FROM PLANTING BEDS. IF DEBRIS IS INTEGRATED IN THE SOIL, THE SOIL MUST BE EXCAVATED AND REPLACED WITH ACCEPTABLE SOIL. LASTLY, ALL FILL TO BE PLACED IN LANDSCAPE AREAS MUST HAVE A pH RANGE BETWEEN 5.8 AND 7.5, BE ORGANIC IN NATURE, AND BE FREE OF ROCKS AND DEBRIS.
10. TOPSOIL: TOPSOIL MATERIAL, IF REQUIRED, SHALL BE FREE FROM ALL HARD CLODS, WEEDS, STONES OVER 1" IN DIAMETER, CLAY, HARD PAN, NOXIOUS PLANTS, SOD, INSECTS, OR OTHER UNDESIRABLE PLANTS, SEEDS, OR MATERIAL WHICH MAY BE HARMFUL FOR GROWTH AND SHALL BE CERTIFIED AS STERILE.
11. WEEDS: IF PRESENT, THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ANY WEEDS FROM PLANTING AREAS PRIOR TO THE INSTALLATION OF PROPOSED PLANT MATERIAL AND MULCH COVER. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP BEDS FREE OF WEEDS FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD.
12. GRADING: UNLESS OTHERWISE STATED ON THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE PLANTED AND SODDED IN ORDER TO ELIMINATE BUMPS AND DEPRESSIONS. FINE GRADING SHALL BE DEFINED AS THE FINAL 2" OF GRADE TO BE ACHIEVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND REGRADING WASHOUT AREAS CAUSED BY EROSION UNTIL FINAL ACCEPTANCE OF THE PROJECT.
13. STAKING: ALL TREES, AND PALMS ARE TO BE STAKED ACCORDING TO THE DETAILS IN THESE PLANS. IF THE CONTRACTOR PREFERS TO USE OTHER STAKING METHODS THAN SHOWN IN THE DETAILS, HE OR SHE MUST SUBMIT PROPOSED STAKING DETAILS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN, REPAIR, AND/OR REPLACE ANY PLANTS DAMAGED BY FAILURE TO PROPERLY STAKE OR GUY ANY TREES ON SITE, AT THEIR OWN EXPENSE.
14. BEDLINES: CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE PARALLEL TO PARKING LOTS AND STRUCTURES UNLESS DESIGNED OTHERWISE.
15. FERTILIZER: OSMOCOTE SLOW RELEASE FERTILIZER OR EQUIVALENT SHALL BE APPLIED TO ALL TREE, SHRUB, AND GROUNDCOVER PLANTING AREAS AT THE RATE OF THREE (3) TABLESPOONS PER 2 SF. OF PLANTING AREA.
16. DRAINAGE: THE LANDSCAPE CONTRACTOR SHALL ASSURE THAT THIS WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE OWNERS REPRESENTATIVE IMMEDIATELY SHALL A CONFLICT ARISE.
17. SPECIFICATIONS: THE LANDSCAPE ARCHITECT SHALL BE PERMITTED THE RIGHT DURING INSTALLATION, TO REJECT ANY AND ALL PLANT MATERIAL AND WORKMANSHIP WHICH IN HIS OR HER OPINION DOES NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.
18. NATURAL AREAS: NATURAL VEGETATION PRESERVATION AREAS SHALL BE CLEANED UP INCLUDING BUT NOT LIMITED TO THE REMOVAL OF ANY DEBRIS OR WEEDS AND PRUNING OF DEAD OR YELLOW BRANCHES AND PALM FRONDS. MULCH EDGE OF NATURAL AREA 5' FEET.
19. WILDLIFE NOTIFICATION: UNLESS NOTIFIED BY THE CLIENT OR CONTRACTOR IN WRITING, LANDSCAPE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR DAMAGES TO PROPOSED PLANT MATERIAL CAUSED BY DEER OR OTHER ANIMALS. UPON NOTIFICATION OF PEST ANIMAL EXISTENCE PROPER PLANT SUBSTITUTIONS SHALL BE PROVIDED BY THE LANDSCAPE ARCHITECT.
20. TURNOVER: CONTRACTOR SHALL CONTACT OWNERS REPRESENTATIVE FOR A TURNOVER DATE TO INCLUDE A WALK-THROUGH AND ACCEPTANCE OF WORK BY THE LANDSCAPE ARCHITECT. ANY WORK DEEMED UNACCEPTABLE SHALL BE CORRECTED IMMEDIATELY AND REINSPECTED AS SCHEDULED.
21. MAINTENANCE: CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE TO BEGIN AFTER EACH PLANT HAS BEEN INSTALLED AND SHALL CONTINUE 90 DAYS AFTER FINAL WRITTEN ACCEPTANCE BY THE OWNER. MAINTENANCE SHALL INCLUDE WATERING, PRUNING, WEEDING, MULCHING, MOWING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ANY OTHER CARE NECESSARY IN ORDER TO MAINTAIN PROPER PLANT HEALTH AND SOIL MOISTURE CONTENT.
22. GUARANTEE: CONTRACTOR SHALL GUARANTEE ALL INSTALLED PLANT MATERIAL FOR ONE (1) CALENDAR YEAR STARTING FROM THE TURNOVER DATE SHOULD WORK BE FOUND ACCEPTABLE. ANY CORRECTED WORK SHALL HAVE A PROPORTIONAL EXTENSION OF WARRANTY ONCE APPROVED. ANY SICK OR DEAD MATERIAL SHALL BE REPLACED IMMEDIATELY. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE TO HONOR ANY WARRANTY FOR THE LOSS OF ANY PLANT MATERIAL CAUSED BY FLOODING, FIRE, FREEZING TEMPERATURES, WINDS OVER 50 MPH, LIGHTNING, ANY OTHER NATURAL DISASTER, OR ANY LOSS/DAMAGE CAUSED BY VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.

IRRIGATION NOTES

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



SHEET LAYOUT LEGEND

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NO.	DATE	DESCRIPTION	BY
1.	2-13-15	REVISED PER COMMENTS DATED 2-4-15	SMG
2.	4-14-15	REVISED PER COMMENTS DATED 4-6-15	SMG
3.	5-3-16	REVISED PER COMMENTS DATED 5-2-16	SMG

REVISIONS:

HAWKS PRESERVE @ PORT ORANGE PLANTATION - PHASE II

LANDSCAPE PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

PROJECT NO: 05066	DRAFTED BY: SMG
ISSUE DATE: 9/16/14	CHECKED BY: SMG/SRB
DESIGNED BY: SMG	DRAWING FILE: 05066 LA-D-E XREFS: 05066BASE

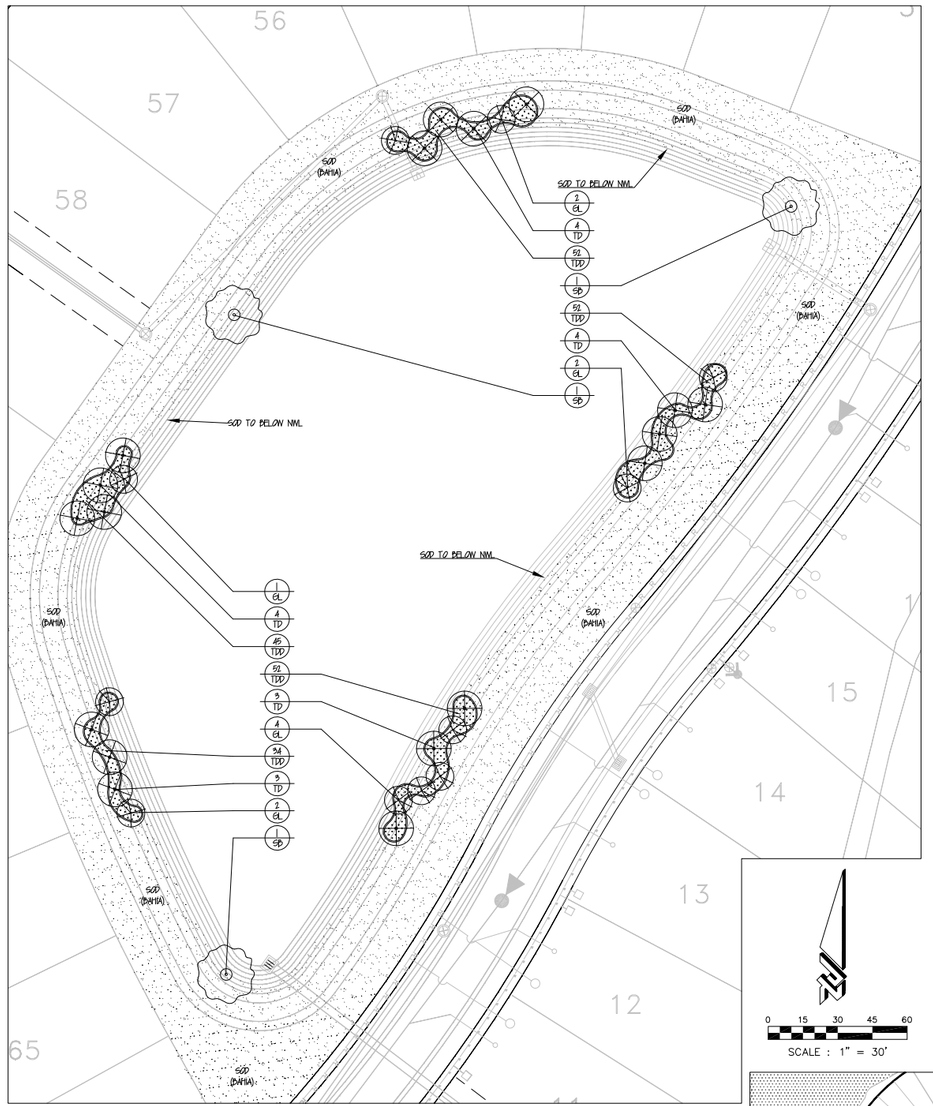
FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: AS NOTED

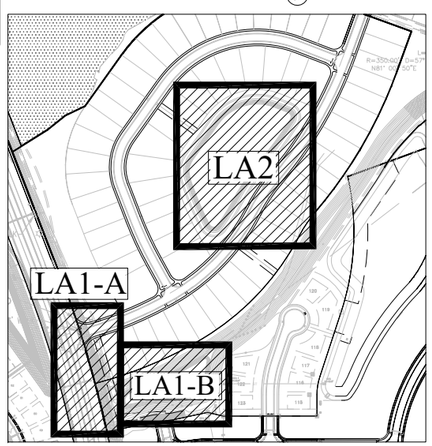
SHEET LA1 OF 2



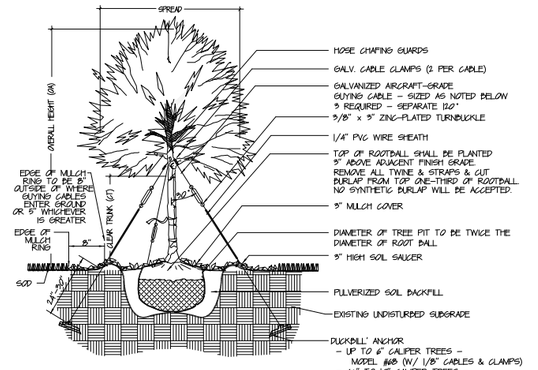
ENLARGEMENT LA2

PLANT LIST

SYM.	QTY.	SPECIES	COMMON NAME	SPECIFICATIONS
TREES				
EL	4	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY	30 GAL., 8' HT., 4' SPR., CONE TOPIARY
GL	11	GORDONIA LASIANTHUS	LOBLOLLY BAY	30 GAL., 2 1/2" CAL., 10' HT.
IAS	3	ILEX ATTENUATA 'SAVANNAH'	SAVANNAH HOLLY	30 GAL., 2 1/2" CAL., 10' HT.
LJ	3	LIGUSTRUM JAPONICUM 'TREE FORM'	LIGUSTRUM TREE	10' x 10', M.T., 4' C.T., PRUNED
MG	6	MAGNOLIA GRANDIFLORA 'DD BLANCHARD'	DD. BLANCHARD MAGNOLIA	30 GAL., 2 1/2" CAL., 10' HT.
SB	3	SALIX BABYLONICA	WEEPING WILLOW	45 GAL., 2 1/2" CAL., 1 1/2" 10' HT.
TD	18	TAXODIUM DISTICHUM	BALD CYPRESS	30 GAL., 2 1/2" CAL., 10' HT.
PALMS				
LN	16	LIVISTONA NITIDA	CARNARVON GORGE PALM	SEE PLAN FOR CLEAR TRUNK HT.'S
PDM	2	PHOENIX DACTYLIFERA 'MEDJOOL'	MEDJOOL DATE PALM	16' C.T., SPECIMEN
WR	28	WASHINGTONIA ROBUSTA	WASHINGTON PALM	12' C.T., MATCHED, REMOVE BOOTS 6'
SHRUBS & GROUNDCOVER				
CM	40	CARISSA MACROCARPA	DWARF NATAL PLUM	3 GAL., 18-24" HT. X 18-24" SPRD., 36" OC.
CS	94	CORTADERIA SELLOANA	DWARF PAMPASS GRASS	3 GAL., 24" HT. X 18" SPRD., 42" OC., FULL
MUG	129	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	1 GAL., 18" HT. X 10" SPRD., 24" OC.
RI	70	RAPHIOLEPIS INDICA 'ALBA'	WHITE INDIAN HAWTHORN	3 GAL., 15" HT. X 15" SPRD., 30" OC.
RMR	26	ROSA MEIGALPIO	RED DRIFT ROSE	3 GAL., 18" HT. X 24"-36" SPD., 30" OC.
SRT	4	STRELITZIA REGINAE	DWARF BIRD OF PARADISE	7 GAL., 36" HT., FULL, 5-7 LEAVES, 5' OC.
TAS	587	TRACHELOSPERUM ASIATICUM 'SUMMER SUNSET'	ASIATIC JASMINE	1 GAL., 12" SPRD., 18" OC.
TDD	235	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	3 GAL., 18" HT. X 18" SPRD., 36" OC.
TV	101	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12" SPRD., 18" OC.



SHEET LAYOUT LEGEND



1 TREE PLANTING DETAIL

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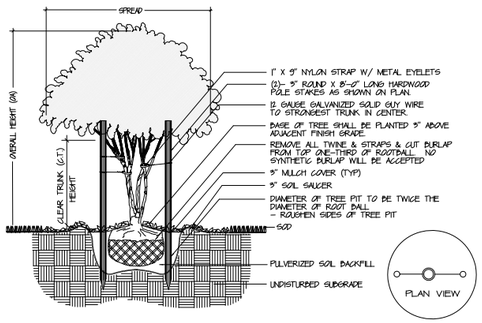

3 MULTI-TRUNK TREE PLANTING DETAIL

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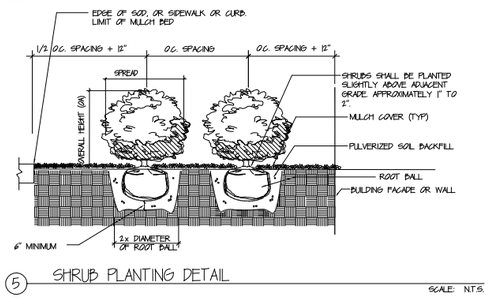

5 SHRUB PLANTING DETAIL

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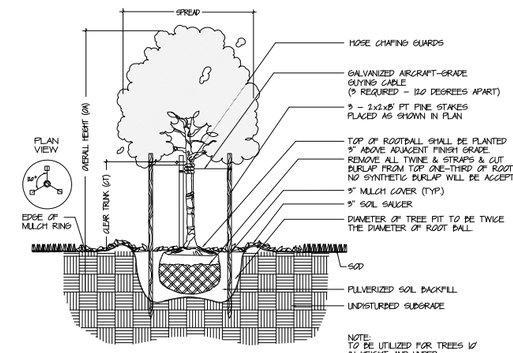

2 SMALL TREE PLANTING DETAIL

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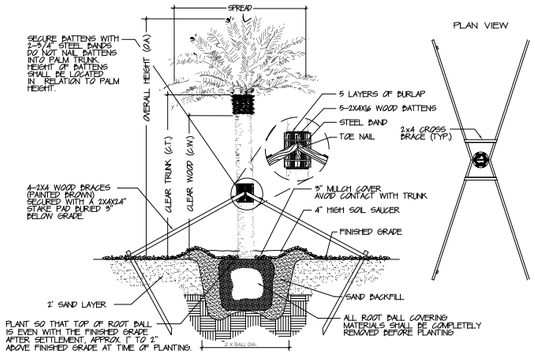
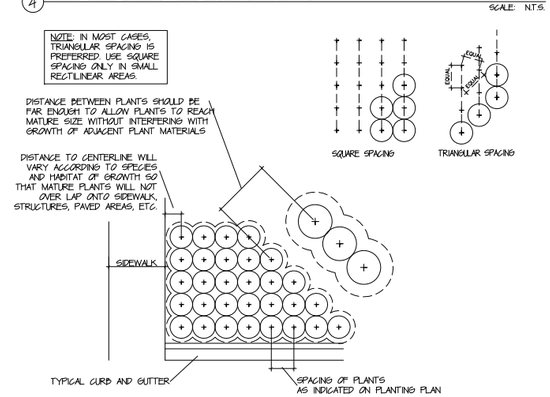


4 DATE PALM TREE PLANTING DETAIL

SCALE: N.T.S.

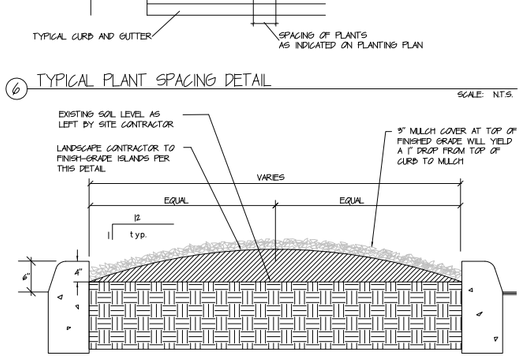
7 PALM PLANTING DETAIL

SCALE: N.T.S.



6 TYPICAL PLANT SPACING DETAIL

SCALE: N.T.S.



8 INTERIOR CURB ISLAND GRADING DETAIL

SCALE: N.T.S.

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REVISIONS:

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LANDSCAPE PLAN & DETAILS

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

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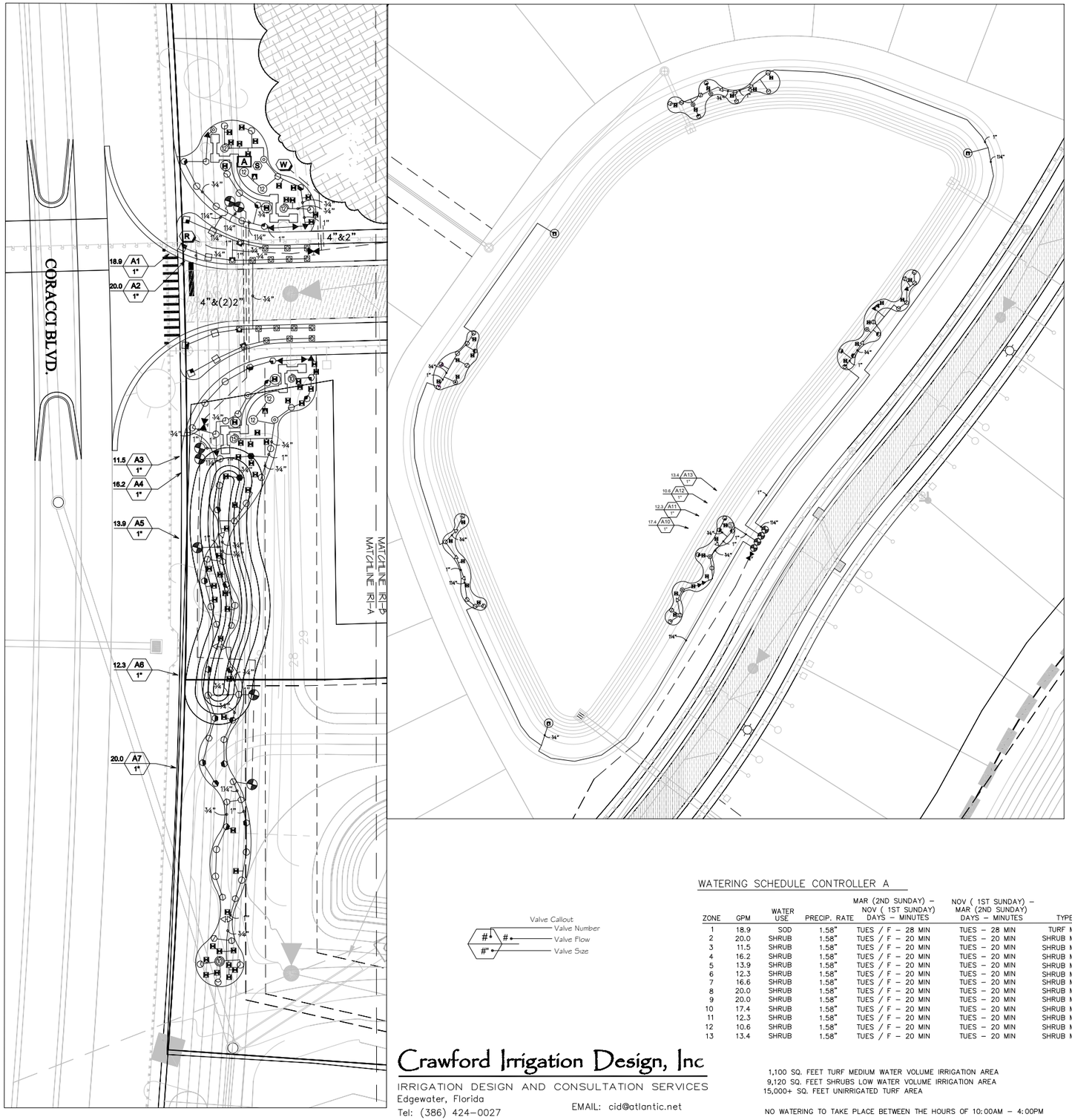
SHEET LA2 OF 2



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
	Rain Bird RD-06-S-P30-NP 8 Series MPR	10	180	30	0.52	8'
	Rain Bird RD-06-S-P30-NP 8 Series MPR	4	90	30	0.26	8'
	Rain Bird RD-06-S-P30-NP 10 Series MPR	4	180	30	0.79	10'
	Rain Bird RD-06-S-P30-NP 12 Series MPR	4	180	30	1.30	12'
	Rain Bird RD-06-S-P30-NP 15 Series MPR	2	90	30	0.92	15'
	Rain Bird RD-06-S-P30-NP 15 Series MPR	2	120	30	1.23	15'
	Rain Bird RD-12-S-P30-NP 15 Strip Series	14	EST	30	0.61	4'x15'
	Rain Bird RD-12-S-P30-NP 15 Strip Series	17	SST	30	1.21	4'x30'
	Rain Bird RD-12-S-P30-NP 8 Series MPR	41	180	30	0.52	8'
	Rain Bird RD-12-S-P30-NP 8 Series MPR	14	90	30	0.26	8'
	Rain Bird RD-12-S-P30-NP 8 Series MPR	7	120	30	0.35	8'
	Rain Bird RD-12-S-P30-NP 10 Series MPR	2	360	30	1.58	10'
	Rain Bird RD-12-S-P30-NP 10 Series MPR	21	180	30	0.79	10'
	Rain Bird RD-12-S-P30-NP 10 Series MPR	7	90	30	0.39	10'
	Rain Bird RD-12-S-P30-NP 10 Series MPR	13	120	30	0.53	10'
	Rain Bird RD-12-S-P30-NP 12 Series MPR	22	180	30	1.30	12'
	Rain Bird RD-12-S-P30-NP 12 Series MPR	7	90	30	0.65	12'
	Rain Bird RD-12-S-P30-NP 12 Series MPR	7	120	30	0.87	12'
	Rain Bird RD-12-S-P30-NP 15 Series MPR	2	180	30	1.85	15'
	Rain Bird RD-12-S-P30-NP 15 Series MPR	2	90	30	0.92	15'
	Rain Bird RD-12-S-P30-NP 12 Series HE VAN	3	Adj	30		12'
	Rain Bird RD-12-S-P30-NP 15 Series HE VAN	2	Adj	30		15'
	Rain Bird RD-12-S-P30-NP 8 Series VAN	10	Adj	30		8'
10	Rain Bird RD-12-S-P30-NP 10 Series MPR	1	360	30	1.58	10'
10	Rain Bird RD-12-S-P30-NP 10 Series MPR	1	90	30	0.39	10'
12	Rain Bird RD-12-S-P30-NP 12 Series MPR	2	90	30	0.65	12'
15	Rain Bird RD-12-S-P30-NP 15 Series MPR	1	90	30	0.92	15'
12	Rain Bird RD-12-S-P30-NP 12 Series HE VAN	4	Adj	30		12'
	Rain Bird 1401 Bubbler	110	360	30	0.25	1'
	Two Rain Bird 1401 Bubbler	6	360	30	2x.25	1'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PESB-R in 12" Purple Valve Box	13
	Nibco T-113 1-1/2" Isolation Valve in 12" Purple Valve Box	3
A	Rain Bird ESP16LXME 16 Station Controller	1
S	Rain Bird RSD-BEx Rain Sensor	1
R	Reclaim Water Meter 1" to produce 20 gpm @ 50 psi	1
W	4" Well and Pump see note 27	1
	Irrigation Lateral Line: PVC Class 160 Purple	3,900 l.f.
	Irrigation Mainline: PVC 1-1/2" Schedule 40 Purple	1,000 l.f.
	Pipe Sleeve: PVC Schedule 40 Extend sleeves 18 inches beyond edges of paving or construction.	

IRRIGATION CONTRACTOR RESPONSIBLE FOR THEIR OWN TAKE OFF

Valve Callout
#↓ Valve Number
#• Valve Flow
#" Valve Size

WATERING SCHEDULE CONTROLLER A

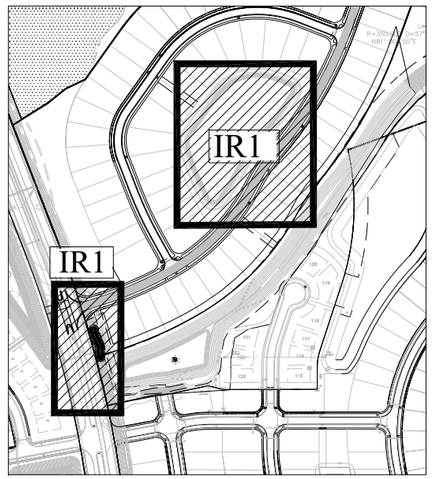
ZONE	GPM	WATER USE	PRECIP. RATE	MAR (2ND SUNDAY) – NOV (1ST SUNDAY) DAYS – MINUTES	NOV (1ST SUNDAY) – MAR (2ND SUNDAY) DAYS – MINUTES	TYPE
1	18.9	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
2	20.0	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
3	11.5	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
4	16.2	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
5	13.9	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
6	12.3	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
7	16.6	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
8	20.0	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
9	20.0	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
10	17.4	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
11	12.3	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
12	10.6	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME
13	13.4	SHRUB	1.58"	TUES / F – 20 MIN	TUES – 20 MIN	SHRUB MEDIUM WATER VOLUME

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

1,100 SQ. FEET TURF MEDIUM WATER VOLUME IRRIGATION AREA
9,120 SQ. FEET SHRUBS LOW WATER VOLUME IRRIGATION AREA
15,000+ SQ. FEET UNIRRIGATED TURF AREA

NO WATERING TO TAKE PLACE BETWEEN THE HOURS OF 10:00AM – 4:00PM

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



SHEET LAYOUT LEGEND

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NO.	DATE	DESCRIPTION	BY
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REVISIONS:

HAWKS PRESERVE @ PORT ORANGE PLANTATION - PHASE II

IRRIGATION PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS · LANDSCAPE ARCHITECTS
PLANNERS · TRANSPORTATION · ENVIRONMENTAL
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PROJECT NO: 09066
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DRAWING FILE: 09066 IR-D-E
XREFS: 09066BASE

FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

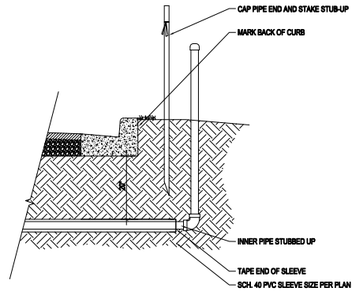
SCALE: N/A

SHEET IR1 OF 2

IRRIGATION NOTES:

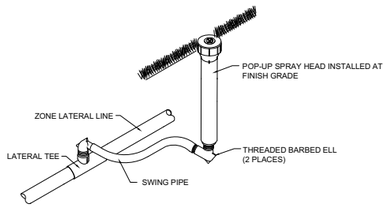
1. THE PLANS AND DRAWINGS ARE DIAGRAMMATIC OF THE WORK TO BE PERFORMED. SOME COMPONENTS MAY BE SHOWN OUTSIDE THE WORK AREA FOR CLARITY. THE WORK SHALL BE EXECUTED IN A MANNER TO AVOID CONFLICTS WITH UTILITIES AND OTHER ELEMENTS OF CONSTRUCTION, INCLUDING LANDSCAPE MATERIALS. ALL DEVIATIONS FROM THE PLANS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

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



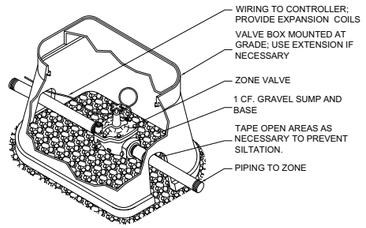
SLEEVING ROUGH-IN DETAIL

SCALE: NTS



SPRAY HEAD INSTALLATION DETAIL

SCALE: NTS

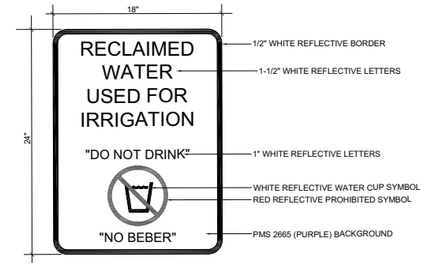


INSTALL TOP OF VALVE A MAXIMUM OF 15" FROM FINISHED GRADE.

ZONE VALVE INSTALLATION DETAIL

SCALE: NTS

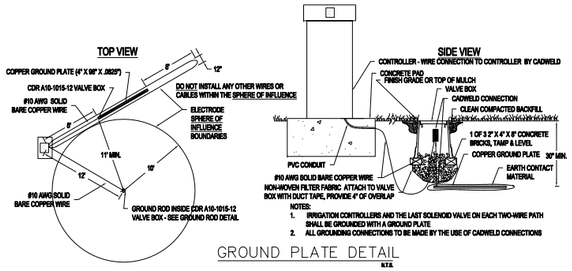
SIGNS SHALL BE DIMENSIONED AS SHOWN. SIGNS MUST BE ALUMINUM AND HAVE A MINIMUM OF .063 GAGE. DEVIATIONS TO THIS SIGN LAYOUT SHALL BE SUBMITTED TO THE IRRIGATION DESIGNER OR LANDSCAPE ARCHITECT FOR APPROVAL.



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

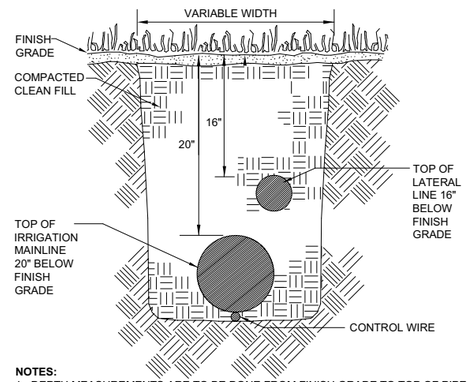
RECLAIMED WATER ADVISORY SIGN DETAIL

NOT TO SCALE



GROUND PLATE DETAIL

N.T.S.



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

TRENCHING DETAIL

N.T.S.

ZEV COHEN & ASSOCIATES, INC.
ORMOND BEACH
300 INTERCHANGE BLVD. ORMOND BEACH, FL 32174 (386) 677-2400 FAX (386) 677-2406
ST. AUGUSTINE
4475 U.S. 1 S., STE 2 ST. AUGUSTINE, FL 32086 (904) 797-1610 FAX (904) 797-4159
AMELIA ISLAND
814 ATLANTIC AVE., STE 2-D FERNANDINA BEACH, FL 32034 (904) 491-5436 FAX (904) 491-4159

©ZEV COHEN & ASSOCIATES INC. 2014

NO.	DATE	DESCRIPTION	BY
1	5-3-16	REVISED PER COMMENTS, DATED 5-2-16	SMG

REVISIONS:

HAWKS PRESERVE @ PORT ORANGE PLANTATION - PHASE II

IRRIGATION PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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

PROJECT NO: 09066 | DRAFTED BY: JC | CHECKED BY: SMG/SRB
ISSUE DATE: 9/16/14 | DRAWING FILE: 09066 IR-DE XREFS: 09066BASE
DESIGNED BY: JC

FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: N/A

SHEET IR2 OF 2

COMMON OPEN SPACE

PUBLIC ACCESS TRAIL

PLAT BOUNDARY

SITE CALCULATIONS

TOTAL SITE AREA	96.03 AC
OPEN SPACE REQUIRED (96.03 X 40% = 38.42)	38.42 AC
COMMON OPEN SPACE PROVIDED	
R.O.W. TO STREET	*5.15 AC*
PARKS	*3.50 AC*
AMENITY CENTER	*1.95 AC*
PUBLIC ACCESS AREAS	*30.05 AC*
OPEN SPACE PROVIDED	40.65 AC (42%)

SINGLE FAMILY

PHASE I (50'x125') - VILLAGE A & B	114 LOTS
PHASE I (50'X110') - VILLAGE E	9 LOTS
PHASE II (50'x125') - VILLAGE D	66 LOTS
VILLAGE C (50'x115')	49 LOTS
TOTAL	238 LOTS

NOTES:

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

0 200 400

SCALE : 1" = 200'

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

ST. AUGUSTINE
4475 U.S. 1 S. SUITE F-501 ST. AUGUSTINE, FL 32086
(904) 797-1610 FAX (904) 797-4159

AMELIA ISLAND
1600 SOUTH 14 ST., STE #12 FERNANDINA BEACH, FL 32034
(904) 491-5436 FAX (904) 491-5476

NO.	DATE	DESCRIPTION	BY
1	09-11-13	REVISED PER CLIENTS REQUEST	AWA
2	11-14-13	REVISED PER CLIENTS REQUEST	SMG
3	1-12-15	REVISED PER COMMENTS DATED 12-3-2014	SMG
4	4-10-15	REVISED PER VILLAGES CHANGED TO PHASES	SMG
5	1-21-16	PER CLIENT DIRECTION	SMG

REVISIONS:

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

HAWKS PRESERVE @ PORT ORANGE PLANTATION
OPEN SPACE EXHIBIT

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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

PROJECT NO: 09066
ISSUE DATE: 09/11/12
DESIGNED BY: PM
DRAFTED BY: PM
CHECKED BY: PM
DRAWING FILE: 9066-AV_11-3-14
XREFS:

FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: 1" = 200'

SHEET OS1 OF 1

Document Prepared by:
Shannon K. Balmer
Assistant City Attorney
1000 City Center Circle
Port Orange, FL 32129-4144

Return Recorded Document to:
Attention: Records Clerk
1000 City Center Circle
Port Orange FL 32129-4144

AMENDMENT NO. 2 TO CONCURRENCY AND FAIR SHARE AGREEMENT
(Transportation)

This Amendment No. 2 to Concurrency and Fair Share Agreement (the "First Amendment") made and entered into this _____ day of _____, 2016, by and between **CITY OF PORT ORANGE, FLORIDA,** a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 (the "City"); and **D.R. HORTON, INC.,** a Delaware corporation, whose Orlando address is: 6200 Lee Vista Boulevard, Suite 400, Orlando, Florida 32822 (the "Developer"), hereinafter collectively referred to as "the Parties."

RECITALS

WHEREAS, Developer desires to further amend the design of the development, and to further amend the concurrency plan, together with **Development Exhibits A-1 and A-2,** attached hereto and incorporated herein by this reference; and

WHEREAS, the City and an affiliate of Developer entered into a Concurrency and Fair Share Agreement on July 25, 2006, recorded in Official Records Book 5887, Page 4286, of the Public Records of Volusia County, Florida ("Agreement"), with respect to the proposed development of two hundred and ten (210) single family residential units on approximately sixty-six and five-tenths (66.5) acres of real property more particularly described in **Exhibits B-1, B-2, and B-3**, attached hereto and incorporated herein by this reference (collectively, the "Original Property" or the "Port Orange Plantation Phases III, IV, and V"); and

WHEREAS, the City and an affiliate of Developer entered into a Concurrency and Fair Share Agreement on May 19, 2015, recorded in Official Records Book 7156, Page 470, of the Public Records of Volusia County, Florida ("Agreement"), with respect to the proposed development of seventy-five (75) single family residential units on approximately twenty-three and seven-tenths (23.7) acres of real property more particularly described in **Exhibits B-4**, attached hereto and incorporated herein by this reference ("Original Hawks Preserve at Port Orange Plantation – Phase II"); and

WHEREAS, the City acknowledges the receipt of Fair Share Payments pursuant to the Agreement, which vested the Original Property with 214 P.M. Peak Hour Trips ("Vested Trips"), and thereby satisfied the City's Traffic Concurrency Requirements for the Original Property; and

WHEREAS, Developer desires to develop sixty-six (66) single family residential units on approximately seventeen and six-tenths (17.6) acres of real property constituting a portion of the Original Property more particularly described in **Exhibit B-5**, attached hereto and incorporated herein by this reference ("Modified Hawks Preserve at Port Orange Plantation – Phase II"), which will generate 67 P.M. Peak Hour Trips;

WHEREAS, Developer and the City acknowledge and agree that 67 P.M. Peak Hour Trips of the Vested Trips shall be applied to, and vest with, Modified Hawks Preserve at Port Orange Plantation – Phase II, and the remaining P.M. Peak Hour Trips, if any, as set forth in **Development Exhibit A-2**, shall continue to be vested in the portion of the Original Property ("Undeveloped Tract") as set forth on the attached **Exhibit C**; and

WHEREAS, Developer desires to separately permit, develop and, if appropriate, plat Hawks Preserve at Port Orange Plantation – Phase II and the Undeveloped Tract (the "Project(s)"), and, in addition to other requirements, is seeking to comply with the City's concurrency requirements for roads/traffic circulation under Chapter 4 of the City's Land Development Code ("Traffic Concurrency"); and

WHEREAS, in connection with the foregoing, the City and the Developer desire to amend the Agreement, as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. **Incorporation of Recitals.** The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the Parties to be true, correct and constitute a material part of this Second Amendment. All capitalized terms used in this Second Amendment shall have the meaning ascribed thereto in the Agreement unless specifically otherwise defined herein.

2. **Revised Project Data.** Developer and the City hereby agree that **Project Exhibits A-1 and A-2** of the Agreement ("Original Project Data") and references thereto are deleted from the Agreement and replaced with **Development Exhibits A-1 and A-2** (collectively, the "Revised Project Data")

3. **Fair Share Payments Under Agreement.** The City hereby acknowledges receipt of all Fair Share Payments due or pending under the Agreement. In connection with the foregoing, the City hereby agrees that in connection with Developer receiving final plat approval for the Project(s), the City shall apply such Fair Share Payments and Vested Trips to the Project(s), as set forth on the Revised Project Data.

4. **Adjusted Payment**. The City hereby acknowledges receipt of an amount equal to 200% of the estimated Fair Share Payment under the Agreement, as well as all Adjusted

Payments due or pending as of the Effective Date of this First Amendment. In connection with the foregoing, Developer acknowledges that the City has constructed several Concurrency Improvements pursuant to the Agreement based upon the Vested Trips, and as such, the Developer shall not be entitled to refund of excess capacity based upon the Developer's redesign of the Project(s) and utilization of less than the Vested Trips.

5. **Vested Rights in Traffic Concurrency.** The City hereby acknowledges that Developer has satisfied the City's Traffic Concurrency requirements for the Project(s) and that the Project(s) are fully vested with Traffic Concurrency for purposes of development and related Project construction.

6. **Application of Vested Trips Limited to the Project(s).** Nothing herein is intended to bind the City in determining the additional trip capacity provided by the construction of the Concurrency Improvements beyond the Vested Trips, and the City expressly reserves the right to determine such available excess capacity for all future developments within its jurisdiction.

7. **Ratification.** Except as expressly modified and amended herein, and in the aforementioned First Amendment, the Agreement remains in full force and effect and is ratified and confirmed by City and Developer. In the event of any conflict between the terms of the Agreement and this Second Amendment, the terms of this Second Amendment shall control. City and Developer acknowledge and agree that, as of the date of this Second Amendment, neither party is aware of any default under the terms or provisions of the Agreement or the First Amendment by the other party, or of the occurrence of any event that with the giving of notice or the passage of time will result in a default under the Agreement or the First Amendment by such party. From and after the date of this Second Amendment, all references to the Agreement shall be deemed to refer to the Agreement as amended by this Second Amendment.

8. **Effective Date**. This Second Amendment shall be effective as of the date the parties hereto have fully executed same.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties affix their signatures and seals on the dates set forth below:

WITNESSES:

CITY OF PORT ORANGE,
a Florida municipal corporation

_____

Print Name: _____

By: _____
Allen Green, Mayor

_____

Print Name: _____

_____

Printed Name: _____

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

Date: _____

_____

Print Name: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Allen Green, as Mayor of the City of Port Orange, a Florida municipality, on behalf of the city. He is personally known to me or have produced _____ as identification.

_____
Notary Public, State of Florida at Large
Seal, Term Expiration and Commission Number

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Robin L. Fenwick as City Clerk of the City of Port Orange, a Florida municipality, on behalf of the city. She is personally known to me or have produced _____ as identification.

_____
Notary Public, State of Florida at Large
Seal, Term Expiration and Commission Number

WITNESSES:

DEVELOPER:

D.R. HORTON, INC.,
a Delaware corporation, authorized to transact business in the State of Florida

_____

Printed Name: _____

By: _____
Name/Title: _____

_____

Print Name: _____

_____

Printed Name: _____

_____

Print Name: _____

Attest: _____
Name/Title: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ and _____, in their respective official capacities as _____ and _____, respectively, on behalf of **D.R. Horton, Inc.**, a Delaware corporation, authorized to transact business in the State of Florida. They [___] are personally known to me or [___] have produced _____ as identification.

(Seal)

_____
Notary Public, State of _____ at Large
Seal, Term Expiration and Commission Number

Development Exhibit A – 1
Concurrency and Fair-Share Agreement
Transportation Improvement ("TI")

Development Data:

Development Name:	Hawks Preserve at Port Orange Plantation - Phase II (2016 Modification)
Site Address:	North of Town West Blvd., between Coraci Blvd. & McGinnis Ave.
City Case No.	16-52000002
Zoning District	Planned Community—Agricultural (PC-A) District
TIA Report Date	April 3, 2006 (updated 2014, 2015, and 2016)
TIA Prepared by:	R. Sans Lassiter, P.E.- Lassiter Transportation Group, Inc.
Trip Allocation Summary Date:	February 26, 2016
Trip Allocation Summary Prepared by:	Randy Hudak, P.E. – Zev Cohen & Associates, Inc.
Est. Date of Impact	2018

Developer:

Corporate Entity	D.R. Horton
Contact Person	Mike McQuarrie
Mailing Address:	6200 Lee Vista Boulevard., Ste 400, Orlando Florida 32822

Land Owner:

Corporate Entity	D.R. Horton
Contact Person	Mike McQuarrie
Mailing Address:	6200 Lee Vista Boulevard., Ste 400, Orlando Florida 32822

Original Property –Plantation Orange Plantation Phases III, IV & V (2006)

Total Acreage:	66.5 acres
Parcel Number(s):	6213-00-00-0013 & 6213-00-00-0032
Legal Description	Legible real property legal description and sketch attached as **EXHIBITS B-1, B-2, & B-3**.

Amended Property – Hawks Preserve at Port Orange Plantation – Phase II (2015)

Total Acreage:	23.7 acres
Parcel Number(s):	Portion of 6213-00-00-0013
Legal Description	Legible real property legal description and sketch attached as **EXHIBIT B-4**

Amended Property – Modification to Hawks Preserve at Port Orange Plantation – Phase II (2016 Modification)

Total Acreage:	17.6 acres
Parcel Number(s):	6213-00-00-0013
Legal Description	Legible real property legal description and sketch attached as **EXHIBIT B-5**

Development Exhibit A-1

Development Exhibit A – 2
Concurrency and Fair-Share Agreement
Transportation Improvement ("TI")

Traffic Impact Analysis

Development Name:	Hawks Preserve at Port Orange Plantation - Phase II (2016 Modification)
City Case No.:	16-52000002
TIA Report Date:	April 3, 2006 (Updated 2014, 2015, and 2016)
Original TIA Prepared by (Firm):	R. Sans Lassiter, P.E.- Lassiter Transportation Group, Inc.
Trip Allocation Summary Date:	February 26, 2016
Trip Allocation Summary Prepared by:	Randy Hudak, P.E. – Zev Cohen & Associates, Inc.
Estimated Date of Impact:	2018

Contribution Calculations: Adjusted May 25, 2016

				P.O Plantation Ph II, IV, &V (2006)			P.O. Plantation Ph III (2006)			Hawks Preserve at P.O. Phase II 2015 [8]			Mod to Hawks Preserve at P.O. Phase II 2016			Remaining 2016	
Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio [4]	% of Cost [4]	Fair-Share Cost Paid [4]	DT/CI Ratio [5]	% of Cost [5]	Fair-Share Cost Paid [5]	~~DT/CI Ratio [6]~~	~~% of Cost [6]~~	~~Fair-Share Cost Paid [6]~~	DT/CI Ratio [7]	% of Cost [7]	Fair-Share Cost Paid [7]	Remaining DT/CI Ratio (2016)	Remaining Fair-Share Paid Balance (2016)
Dunlawton/Taylor at I-95[1] PRVCF OR Bk 5709 Pg 4728	N/A	N/A	$2,548,708.81	18/930	1.94%	$49,444.95	5/930	0.54%	$13,763.03	~~6/930~~	~~0.65%~~	~~$16,566.61~~	6/930	0.65%	$16,566.61	7/930	$19,115.31
Dunlawton/Clyde Morris[1] [2] PRVCF OR Bk 5709 Pg 4732	N/A	N/A	$810,967.48	7/164	4.27%	$34,628.31	2/164	1.22%	$9,893.80	~~3/164~~	~~1.83%~~	~~$14,840.71~~	2/164	1.22%	$9,893.80	3/164	$14,840.71
Town West/Williamson[2] PRVCF OR Bk 5709 Pg 4735	$427,800.00	N/A	N/A	34/360	9.44%	$80,770.00 [9]	9/360	2.50%	$10,695.00	~~12/360~~	~~3.33%~~	~~$14,245.74~~	10/360	2.78%	$11,892.84	15/360	$58,182.16 [9]
Summertrees Road[3] PRVCF OR Bk 5709 Pg 4736	N/A	N/A	$3,152,938.60	13/860	1.51%	$47,609.37	3/860	0.35%	$11,035.29	~~5/860~~	~~0.58%~~	~~$18,287.04~~	4/860	0.465%	$14,661.16	6/860	$21,912.92
TOTAL						$212,452.63			$45,387.12			~~$63,940.10~~			$53,014.41		$114,051.10

[1] FDOT Project Participant
[2] County Road Project Participant
[3] City Project Participant *Eligible for City trans. impact fee credits*
[4] Port Orange Plantation Phases III, 1V, and V – 210 single-family units or 214 trips (Case No. 05-50000014
[5] Port Orange Plantation Phase III – 53 single-family units or 54 trips (Case No. 15-50000014)
[6] Hawks Preserve at Port Orange Plantation - Ph II – 75 single-family units or 77 trips (Case No. 14-50000006)
[7] Modification to Hawks Preserve at Port Orange Plantation - Ph II – 66 single-family units or 67 trips (Case No. 16-52000002)
[8] The subdivision approved in 2015 consisted of 75 individual single-family lots. In 2016, the subdivision was modified and it resulted in 66 single-family lots (net decrease of 9 single-family lots). The Fair-Share Cost Paid in 2015 has been removed [6] and has been recalculated based on the 2016 modified subdivision [7].
[9] Represents a 200% multiplier

Planning Review: Leulopez for Tim Burman Date 6-2-16

Finance Review: Lisa A Pallant Date 6-2-16

Development Exhibit A-2

Agreement 11/04/2005-Amended 3/01/2006*; 7/11/06[4], May, 2007; October 2007, November 2009
Finance Updated Project Cost – 5/30/07, as updated, 8/12/08, 12/22/08, 11/19/09, 1/13/2010, 2/3/2010, 1/20/2011, 2/9/2012, 4/8/2013, and 4/28/2015
Transportation Concurrency and Fair Share –

Exhibit B-1

LEGAL DESCRIPTION
PORT ORANGE PLANTATION, PHASE III

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

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N89°50'24"W, 2767.32 FEET TO A 1" IRON PIPE MARKING THE OCCUPIED SOUTH 1/4 CORNER OF SAID SECTION 13; THENCE S89°29'27"W, 959.08 FEET; THENCE N28°29'28"W, 181.84 FEET; THENCE N35°48'24"W, 1644.75 FEET; THENCE N89°37'10"W, 50.00 FEET; THENCE N00°22'50"E, 100.00 FEET; THENCE S89°37'10"E, 943.73 FEET TO THE POINT OF BEGINNING; THENCE N00°05'09"W, 173.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1115.00 FEET, A CENTRAL ANGLE OF 10°22'55", A CHORD OF 201.76 FEET, AND A CHORD BEARING OF N05°16'36"W; THENCE ALONG SAID CURVE 202.04 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N10°28'04"W, 48.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 485.00 FEET, A CENTRAL ANGLE OF 48°20'15", A CHORD OF 397.14 FEET, AND A CHORD BEARING OF N13°42'04"E; THENCE ALONG SAID CURVE 409.17 FEET; THENCE N33°43'47"E, 50.28 FEET; THENCE N39°43'49"E, 87.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVIG A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 32°49'49", A CHORD OF 118.69 FEET, AND A CHORD BEARING OF N56°08'43"E; THENCE ALONG SAID CURVE 120.33 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 32°55'48", A CHORD OF 221.07 FEET, AND A CHORD BEARING OF N56°05'44"E; THENCE ALONG SAID CURVE 224.15 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N39°37'50"E, 430.78 FEET; THENCE N81°54'08"E, 412.47 FEET; THENCE S08°05'52"E, 160.00 FEET; THENCE S81°54'08"W, 89.42 FEET; THENCE S00°05'09"E, 637.66 FEET; THENCE N89°37'10"W, 751.75 FEET; THENCE S00°05'09"E, 695.37 FEET; THENCE N89°37'10"W, 300.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 762,223 SQUARE FEET = 17.50 ACRES MORE OR LESS

LEGAL DESCRIPTION
PORT ORANGE PLANTATION, PHASE IV

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

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N89°50'24"W, 2767.32 FEET TO A 1" IRON PIPE MARKING THE OCCUPIED SOUTH 1/4 CORNER OF SAID SECTION 13; THENCE S89°29'27"W, 959.08 FEET; THENCE N28°29'28"W, 181.84 FEET; THENCE N35°48'24"W, 1644.75 FEET; THENCE N89°37'10"W, 50.00 FEET; THENCE N00°22'50"E, 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 12°39'21", A CHORD OF 677.78 FEET, AND A CHORD BEARING OF N05°56'51"W; THENCE ALONG SAID CURVE 679.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°54'39", A CHORD OF 477.71 FEET, AND A CHORD BEARING OF N16°43'51"W; THENCE ALONG SAID CURVE 478.19 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N21°11'11"W A DISTANCE OF 1015.06 FEET; THENCE S84°58'25"E A DISTANCE OF 827.77 FEET; THENCE S74°14'44"E A DISTANCE OF 107.31 FEET; THENCE S82°47'32"E A DISTANCE OF 50.47 FEET TO A NON TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°19'30", A CHORD OF 35.86 FEET, AND A CHORD BEARING OF S17°35'40"W; THENCE ALONG SAID CURVE 35.88 FEET; THENCE S44°41'58"E A DISTANCE OF 42.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 24°10'12", A CHORD OF 182.15 FEET, AND A CHORD BEARING OF S32°36'53"E; THENCE ALONG SAID CURVE 183.50 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2582.00 FEET, A CENTRAL ANGLE OF 07°56'56", A CHORD OF 357.92 FEET, AND A CHORD BEARING OF S16°33'19"E; THENCE ALONG SAID CURVE 358.21 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF 30°49'03", A CHORD OF 390.59 FEET, AND A CHORD BEARING OF S02°49'41"W; THENCE ALONG SAID CURVE 395.33 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S18°14'13"W A DISTANCE OF 195.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 18°19'22", A CHORD OF 52.54 FEET, AND A CHORD BEARING OF S09°04'32"W; THENCE ALONG SAID CURVE 52.77 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S00°05'09"E A DISTANCE OF 61.59 FEET; THENCE S89°54'51"W A DISTANCE OF 270.00 FEET; THENCE N76°06'35"W A DISTANCE OF 45.69 FEET; THENCE S77°50'05"W A DISTANCE OF 105.00 FEET; THENCE S84°53'04"W A DISTANCE OF 50.39 FEET; THENCE S77°43'28"W A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,141,776 SQUARE FEET = 26.21 ACRES MORE OR LESS

Exhibit B-3

LEGAL DESCRIPTION
PORT ORANGE PLANTATION, PHASE V

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

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N89°50'24"W, 2767.32 FEET TO A 1" IRON PIPE MARKING THE OCCUPIED SOUTH 1/4 CORNER OF SAID SECTION 13; THENCE S89°29'27"W, 959.08 FEET; THENCE N28°29'28"W, 181.84 FEET; THENCE N35°48'24"W, 1644.75 FEET; THENCE N89°37'10"W, 50.00 FEET; THENCE N00°22'50"E, 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 12°39'21", A CHORD OF 677.78 FEET, AND A CHORD BEARING OF N05°56'51"W; THENCE ALONG SAID CURVE 679.16 FEET; THENCE CONTINUE ALONG SAID CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°54'39", A CHORD OF 477.71 FEET, AND A CHORD BEARING OF N16°43'51"W; THENCE ALONG SAID CURVE 478.19 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N21°11'11"W A DISTANCE OF 1015.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N21°11'11"W A DISTANCE OF 248.83 FEET THENCE N68°48'49"E A DISTANCE OF 106.93 FEET; THENCE N47°36'36"E A DISTANCE OF 803.39 FEET; THENCE S43°19'32"E A DISTANCE OF 914.89 FEET TO A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 14°02'05", A CHORD OF 81.85 FEET, AND A CHORD BEARING OF S50°20'34"E; THENCE ALONG SAID CURVE 82.06 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S43°19'32"E A DISTANCE OF 167.42 FEET; THENCE S41°34'52"E A DISTANCE OF 50.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1485.00 FEET, A CENTRAL ANGLE OF 20°12'49", A CHORD OF 521.19 FEET, AND A CHORD BEARING OF S30°36'58"E; THENCE ALONG SAID CURVE 523.90 FEET TO A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 09°24'26", A CHORD OF 86.10 FEET, AND A CHORD BEARING OF S74°55'44"W; THENCE ALONG SAID CURVE 86.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°54'30", A CHORD OF 34.70 FEET, AND A CHORD BEARING OF N65°49'14"W; THENCE S71°08'37"W A DISTANCE OF 50.07 FEET; THENCE S68°01'12"W A DISTANCE OF 110.00 FEET; THENCE S69°58'54"W A DISTANCE OF 262.23 FEET TO A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2582.00 FEET, A CENTRAL ANGLE OF 07°56'56", A CHORD OF 357.92 FEET, AND A CHORD BEARING OF N16°33'19"W; THENCE ALONG SAID CURVE 358.21 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 24°10'12", A CHORD OF 182.15 FEET, AND A CHORD BEARING OF N32°36'53"W; THENCE ALONG SAID CURVE 183.50 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N44°41'58"W A DISTANCE OF 42.32 FEET TO A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 06°19'30", A CHORD OF 35.86 FEET, AND A CHORD BEARING OF N17°35'40"E; THENCE ALONG SAID CURVE 35.88 FEET; THENCE N82°47'32"W A DISTANCE OF 50.47 FEET; THENCE N74°14'44"W A DISTANCE OF 107.31 FEET; THENCE N84°58'25"W A DISTANCE OF 827.77 FEET TO THE POINT OF BEGINNING.
CONTAINING 994,402 SQUARE FEET ± 22.83 ACRES MORE OR LESS

Exhibit B-4

DESCRIPTION:

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

BEGIN AT THE NORTHWEST CORNER OF TRACT "G", PORT ORANGE PLANTATION PHASE II REPLAT AS RECORDED IN PLAT BOOK 55, PAGES 119 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ON THE EASTERLY RIGHT OF WAY LINE OF CORACI BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5700, PAGE 1433, SAID PUBLIC RECORDS AND BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 08°54'39" AND A CHORD BEARING OF N16°43'51"W; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 478.19 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N21°11'11"W, 374.02 FEET; THENCE DEPART SAID RIGHT OF WAY LINE N57°55'24"E, 120.17 FEET; THENCE N51°28'56"E, 65.38 FEET; THENCE N64°23'57"E, 62.60 FEET; THENCE N35°28'31"E, 180.18 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 75°39'05"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 633.78 FEET; THENCE S68°52'24"E, 113.72 FEET; THENCE S70°07'13"E, 50.00 FEET; THENCE S70°03'05"E, 125.00 FEET; THENCE S19°56'55"W, 126.96 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1300.00 FEET, A CENTRAL ANGLE OF 03°29'16" AND A CHORD BEARING OF S21°41'33"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 79.13 FEET; THENCE N69°36'34"E, 80.16 FEET; THENCE S20°23'26"E, 174.10 FEET TO THE NORTHERLY LINE OF TRACT "E", SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE ALONG THE BOUNDARY LINE OF SAID PORT ORANGE PLANTATION PHASE II REPLAT THE FOLLOWING 10 COURSES; S69°58'54"W, 262.23 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF 30°49'03" AND A CHORD BEARING OF S02°49'41"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 395.33 FEET; THENCE S18°14'13"W, 195.60 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 18°19'22'; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 52.77 FEET; THENCE S00°05'09"E, 61.59 FEET; THENCE S89°54'51"W, 270.00 FEET; THENCE N76°06'35"W, 45.69 FEET; THENCE S77°50'05"W, 105.00 FEET; THENCE S84°53'04"W, 50.39 FEET; THENCE S77°43'28"W, 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.202 ACRES, MORE OR LESS.

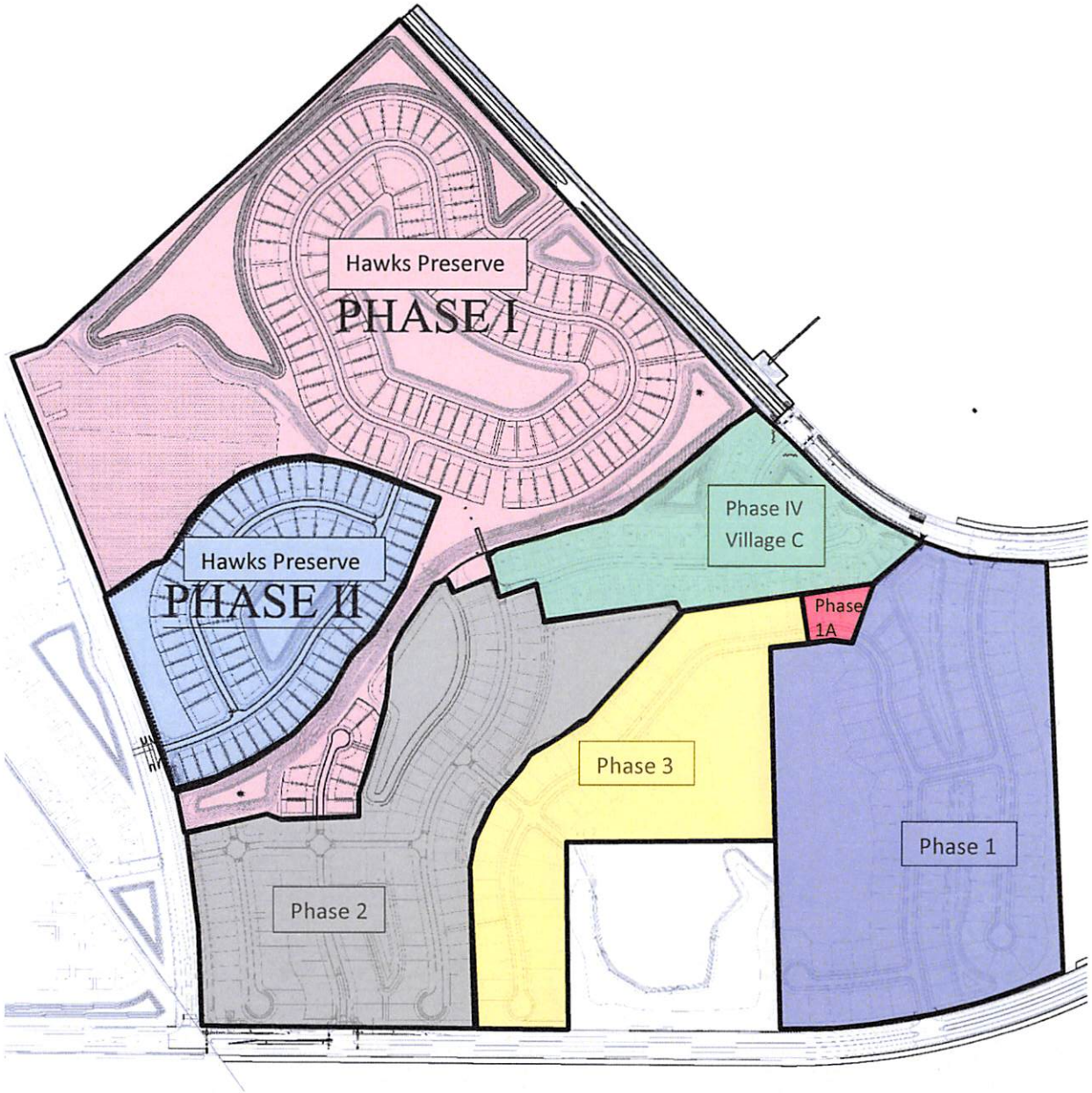
Exhibit B-5

DESCRIPTION:

A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF TRACT "G", PORT ORANGE PLANTATION PHASE II REPLAT, AS RECORDED IN PLAT BOOK 55, PAGES 119 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ON THE EASTERLY RIGHT OF WAY LINE OF CORACI BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5700, PAGE 1433, SAID PUBLIC RECORDS AND BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 02°40'40" AND A CHORD BEARING OF N13°36'52"W; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 143.70 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 06°13'59" AND A CHORD BEARING OF N18°04'11"W; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 334.49 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, N21°11'11"W, 374.02 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, N57°55'24"E, 120.17 FEET; THENCE N51°28'56"E, 65.38 FEET; THENCE N64°23'57"E, 62.60 FEET; THENCE N35°28'31"E, 180.18 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 480.00 FEET WITH A CENTRAL ANGLE OF 75°39'05"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE 633.78 FEET; THENCE S68°52'24"E, 113.72 FEET; THENCE S70°07'13"E, 50.00 FEET; THENCE S70°03'05"E, 125.00 FEET; THENCE S19°56'55"W, 126.96 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1300.00 FEET WITH A CENTRAL ANGLE OF 20°34'08"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 466.69 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 350.00 FEET AND CENTRAL ANGLE OF 13°07'19"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID REVERSE CURVE, 80.16 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 750.00 FEET AND CENTRAL ANGLE OF 33°39'22"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID REVERSE CURVE, 440.56 FEET; THENCE S61°03'06"W, 13.22 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1150.00 FEET AND CENTRAL ANGLE OF 11°13'26"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 225.28 FEET; THENCE S72°16'32"W, 15.70 FEET; THENCE S73°41'46"W, 54.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 764,765 SQ. FT. 17.56 ACRES MORE OR LESS.

EXHIBIT C


Hawks Preserve
PHASE I
Hawks Preserve
PHASE II
Phase IV
Village C
Phase
1A
Phase 3
Phase 1
Phase 2

Item #11 Hawks Preserve Phase 2 Approval of a Modification to a Development Order for Approved Plat and Plans and Amendment No. 2 to Concurrency and Fair Share Agreement

City Attorney's office recommends:

Council approval of Development Order Modification to Approved Plat and Plans shall be subject to prior to the recording of the plat, DR Horton must produce:

1. The Amended and Restated Perpetual Stormwater Drainage Maintenance and Access Easement and Cost Sharing Agreement**, (hereinafter "Easement and Cost Sharing Agreement")** with substantial language that establishes a functional plan on how the cost sharing between the Hawks Preserve Homeowners Association and Port Orange Plantation Homeowners Association will be performed, fully executed and recordable.
2. Easement agreement between DR Horton, Hawks Preserve Homeowners Association and property owner for offsite improvements on private property, fully executed and recordable or an OR BK and PG.
3. Hawks Preserve Covenant, Conditions and Restriction with language added to address the Easement and Cost Sharing Agreement, referenced herein.
4. Second Amendment to Port Orange Plantation Covenants, Conditions and Restrictions with substantial language to address the Easement and Cost Sharing Agreement, referenced herein.
5. **All documents referenced herein are subject to review and approval by the City Attorney's office prior to recording the plat.**

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/07/2016

Consent item: No

SUBJECT: Development Order Modification to Final Plat & Plans and Amendment No. 3 to the existing Concurrency Fair-Share Agreement for Hawks Preserve at Port Orange Plantation - Ph I, located north of Town West Blvd., between Coraci Blvd. and McGinnis Ave.
Case No. 16-52000001

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the Development Order Modification to the Final Plat & Plans for the Hawks Preserve at Port Orange Plantation – Ph. I Subdivision, and Amendment No. 3 to the existing Concurrency Fair-Share Agreement subject to conditions of the City Attorney's office, as attached.

SUMMARY: Planning Commission Action (4/28/16): Recommended Approval

In May 2015, the City Council approved the Final Plat and Plans for a 58-acre subdivision. The subdivision consisted of 119 individual single-family lots, along with associated subdivision improvements (streets, sidewalks, utilities, stormwater improvements, landscaping) and the extension of McGinnis Avenue.

The property owner has requested a modification to the approved plat and plans. 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 changes to the plat and plans will need to be reviewed by the Planning Commission and reviewed and approved by City Council before it can be recorded.

The proposed modifications to the plat and plans include:
1) Removing the previously proposed northern cul-de-sac (Grey Hawk Court) and 7 lots,
2) Adding 2 single-family lots near the amenity center,
3) Adding the cul-de-sac extension of Royal Plantation Boulevard and 9 single-family lots that were originally part of Hawks Preserve at Port Orange Plantation Phase II, and
4) Modifying the stormwater system design.

The proposed modification results in 123 individual single-family lots on approximately 63 acres (a net increase of 4 lots in Phase I). Staff has reviewed the proposed modifications and public facilities and services, such as roads, public infrastructure,

schools, and recreational facilities are currently available to serve the proposed 123 residential lots.

The amendment to the existing Concurrency Fair-Share Agreement is to document the number of vested trips being used by the proposed 123 lot single-family subdivision. The City has already received the Fair-Share payment for the impacts on the City's roadway network generated by the traffic associated with the proposed 123 lot single-family subdivision. In 2006, the property owner (D.R. Horton) entered into a Concurrency Fair-Share Agreement with the City based on the traffic generated for a 346 unit multi-family development (Villas of Port Orange Plantation, Ph I and II). This would equate to the traffic impacts from 176 single-family homes. The Fair-Share payment went to pay for portions of the improvements to Dunlawton/Taylor at I-95, Dunlawton/Clyde Morris intersection, Town West/Williamson signal, and Summertrees Road. D.R. Horton paid the Fair-Share payment in December 2006, but the proposed development was not constructed. With the approval of Port Orange Plantation, Phase IV - Village C in 2014 (49 lots), a total of 127 single-family lots remain vested. The proposed Hawks Preserve at Port Orange Plantation - Phase I subdivision is for 123 single-family homes therefore, no additional Fair-Share payment is required for this development.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Staff Report	CC_DO Mod - Hawks Preserve PH 1 Staff Report.pdf
2.	Plat - Development Order Modification, Hawks Preserve at Port Orange Plantation PH I	Plat - DO Mod_Hawks Preserve Ph 1_11x17.pdf
3.	Plans - Development Order Modification, Hawks Preserve at Port Orange Plantation PH I	Plans - DO Mod_Hawks Preserve PH I_11x17.pdf
4.	Amendment No 3	Amendment No 3.pdf
5.	CIty Attorney's Office Conditions	Hawks Preserve Subject to for Council.pdf

Penelope Cruz	Created/Initiated - 05/26/2016
Tim Burman	Approved - 05/26/2016
Margaret Roberts	Approved - 06/02/2016
M. Jake Johansson	Final Approval - 06/02/2016

STAFF REPORT

SUBDIVISION FINAL PLAT & PLANS / DEVELOPMENT ORDER MODIFICATION
HAWKS PRESERVE AT PORT ORANGE PLANTATION, PHASE I
CASE NO. 16-52000001

REQUEST:	Development Order Modification to the Hawks Preserve at Port Orange Plantation, Phase I Subdivision Final Plat and Plans
LOCATION:	North of Town West Boulevard, between Coraci Boulevard and McGinnis Avenue (Figure 1)
OWNER/APPLICANT:	D.R. Horton
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
CITY COUNCIL MEETING:	June 7, 2016

In May 2015, the City Council approved the Final Plat and Plans for a 58-acre subdivision. The subdivision consisted of 119 individual single-family lots, along with associated subdivision improvements (streets, sidewalks, utilities, stormwater improvements, landscaping) and the extension of McGinnis Avenue.

The property owner has requested a modification to the approved plat and plans. 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 changes to the plat and plans will need to be reviewed by the Planning Commission and reviewed and approved by City Council before it can be recorded.

The proposed modifications to the plat and plans include:
1) Removing the previously proposed northern cul-de-sac (Grey Hawk Court) and 7 lots,
2) Adding 2 single-family lots near the amenity center,
3) Adding the cul-de-sac extension of Royal Plantation Boulevard and 9 single-family lots that were originally part of Hawks Preserve at Port Orange Plantation Phase II, and
4) Modifying the stormwater system design.

The proposed modification results in 123 individual single-family lots on approximately 63 acres (a net increase of 4 lots in Phase I). Staff has reviewed the proposed modifications and public facilities and services, such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed 123 residential lots.

RECOMMENDATION: Approval of the proposed Development Order Modification to the Hawks Preserve at Port Orange Plantation, Phase I Subdivision Final Plat and Plans approved by City Council in 2015.

ATTACHMENTS:

Exhibit A – Proposed Changes to Hawks Preserve Subdivision Plans
Exhibit B – Hawks Preserve at Port Orange Plantation, Phase I Subdivision Final Plat
Exhibit C - Lot Configuration for Hawks Preserve at Port Orange Plantation Phase I

EXHIBIT A1
Port Orange Plantation
Proposed Changes to Hawks Preserve Subdivision Plans

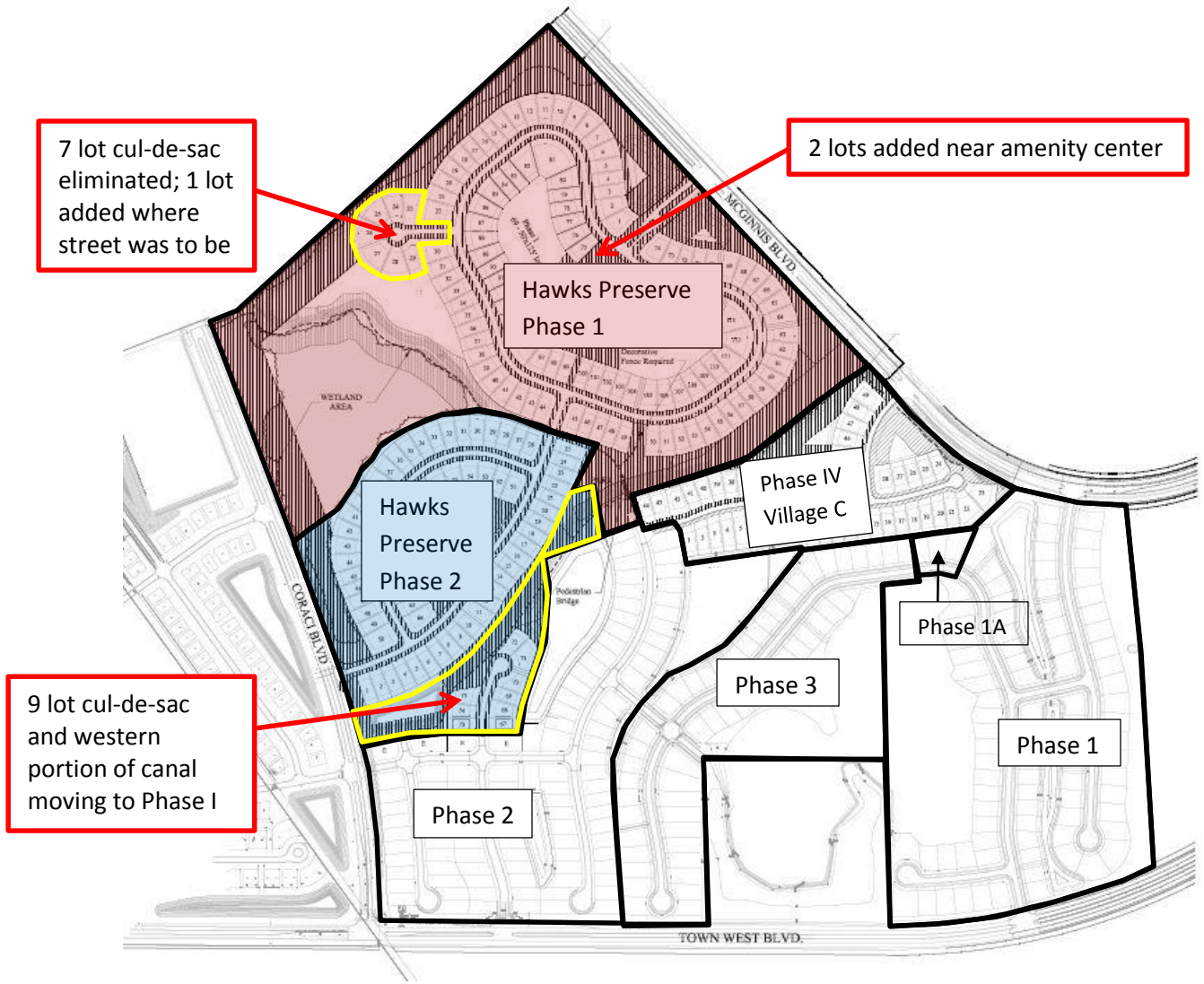


EXHIBIT A2
Port Orange Plantation
Proposed Changes to Hawks Preserve Subdivision Plans

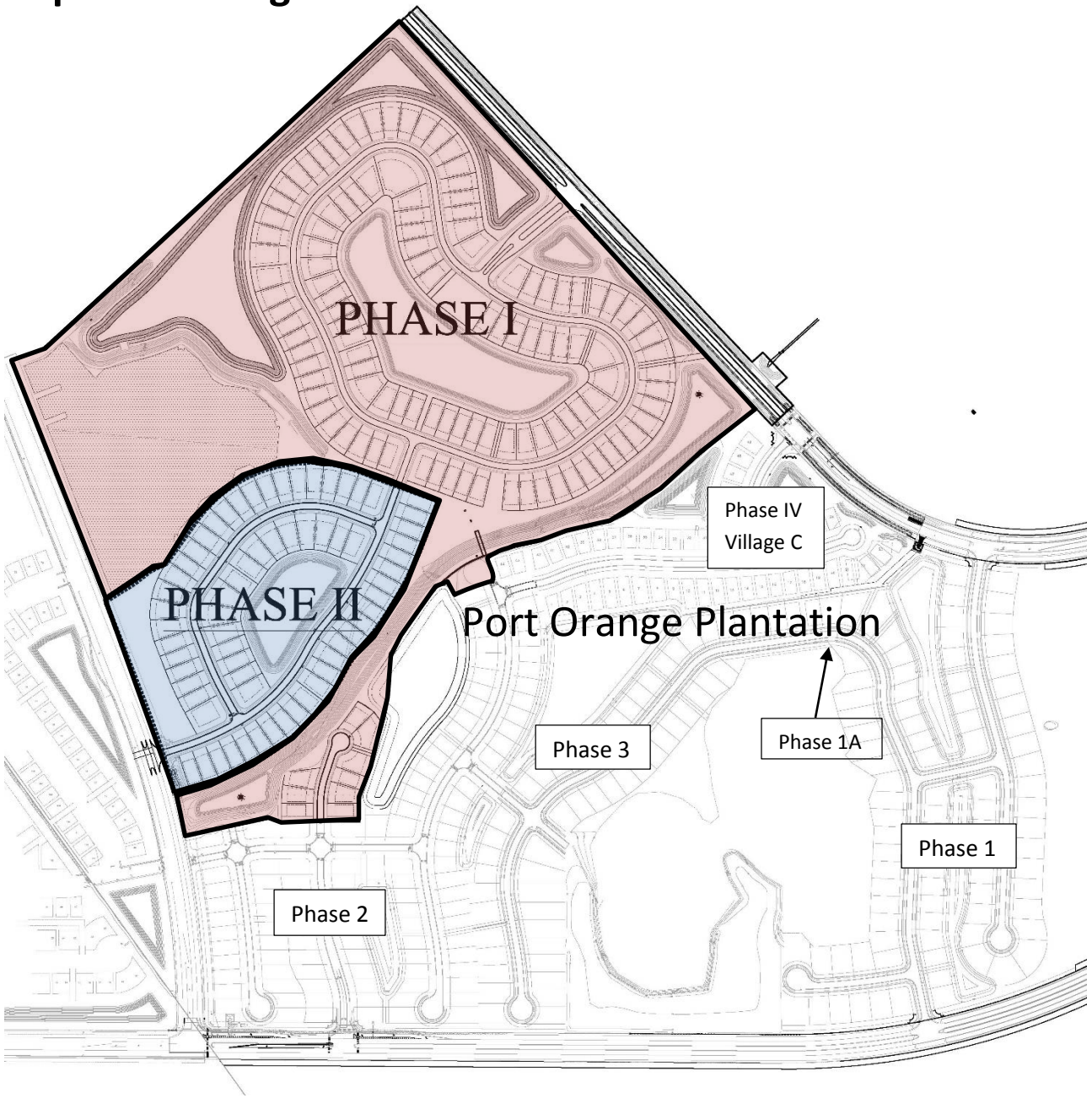


EXHIBIT B

RECEIVED
MAY 06 2016
CITY OF PORT ORANGE
Community Development

REVISED

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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

DESCRIPTION:

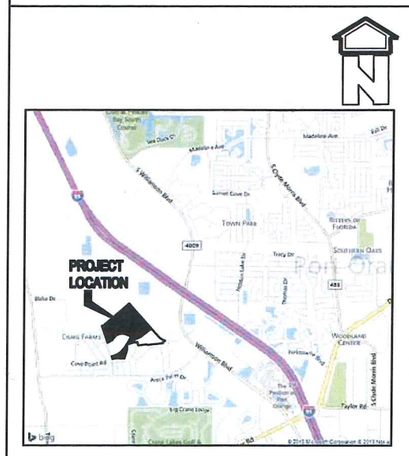
A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF TRACT "C", PORT ORANGE PLANTATION PHASE II REPLAT, AS RECORDED IN PLAT BOOK 55, PAGES 119 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ON THE EASTERLY RIGHT OF WAY LINE OF CORACI BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5700, PAGE 1433, SAID PUBLIC RECORDS AND BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 02°40'40" AND A CHORD BEARING OF N13°36'52"W; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 143.70 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE N73°41'46"E, 54.18 FEET; THENCE N72°16'32"E, 15.70 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 11°13'26"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 225.28 FEET; THENCE N61°03'06"E, 13.22 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 750.00 FEET AND A CENTRAL ANGLE OF 33°39'22"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 440.56 FEET TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 13°07'19"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 80.16 FEET TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1300.00 FEET AND A CENTRAL ANGLE OF 20°34'08"; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 466.69 FEET; THENCE N19°56'55"E, 126.96 FEET; THENCE N70°03'05"W, 125.00 FEET; THENCE N70°07'13"W, 50.00 FEET; THENCE N68°52'24"W, 113.72 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 460.00 FEET AND CENTRAL ANGLE OF 75°39'05"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 633.78 FEET; THENCE S33°28'31"W, 180.18 FEET; THENCE S84°23'57"W, 62.60 FEET; THENCE S51°25'56"W, 65.38 FEET; THENCE S57°55'24"W, 120.17 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID CORACI BOULEVARD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N21°11'11"W, 889.88 FEET TO THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6340, PAGE 2450, SAID PUBLIC RECORDS; THENCE DEPART SAID RIGHT OF WAY LINE N68°48'49"E ALONG SAID NORTHERLY LINE, 106.93 FEET; THENCE CONTINUE ALONG SAID NORTHERLY LINE N47°35'35"E, 1658.79 FEET TO THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5451, PAGE 0229, SAID PUBLIC RECORDS; THENCE S43°19'32"E ALONG SAID WESTERLY LINE, 1670.95; THENCE DEPARTING SAID WESTERLY LINE, S49°35'13"W, 216.29 FEET; THENCE S51°00'13"W, 278.06 FEET; THENCE S52°04'46"W, 162.39 FEET; THENCE S53°24'22"W, 113.60 FEET; THENCE S68°39'37"W, 91.63 FEET; THENCE S75°49'21"W, 148.33 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1450.16 FEET AND CENTRAL ANGLE OF 00°03'59"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 1.68 FEET; THENCE S17°12'47"E, 145.28 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND CENTRAL ANGLE OF 04°38'12"; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 2.03 FEET TO THE NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT AS RECORDED IN PLAT BOOK 55, PAGES 119–122, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF PEACH BLOSSOM BOULEVARD. A 50' RIGHT OF WAY, PER SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE ALONG SAID NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT, S71°08'37"W, 50.07 FEET TO THE NORTHEAST CORNER OF LOT 167 AND THE WEST RIGHT OF WAY LINE OF SAID PEACH BLOSSOM BOULEVARD; THENCE CONTINUING ALONG THE NORTH LINE OF SAID LOT 167, PORT ORANGE PLANTATION PHASE II REPLAT, S88°01'12"W, 110.00 FEET TO THE NORTHEAST CORNER OF TRACT E, SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE S89°58'54"W ALONG THE NORTHERLY LINE OF SAID TRACT E, 282.23 FEET TO THE WESTERLY LINE OF TRACT "E", SAID PORT ORANGE PLANTATION PHASE II REPLAT AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF 30°46'04" AND A CHORD BEARING S02°49'41"W; THENCE SOUTHERLY ALONG THE BOUNDARY OF SAID PORT ORANGE PLANTATION PHASE II REPLAT AND ALONG THE ARC OF SAID CURVE, 395.33 FEET; THENCE S18°14'13"W ALONG SAID BOUNDARY, 195.60 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 18°19'22"; THENCE SOUTHERLY ALONG SAID BOUNDARY AND ALONG THE ARC OF SAID CURVE, 52.77 FEET; THENCE S00°05'08"E ALONG SAID BOUNDARY, 61.59 FEET; THENCE S89°54'51"W ALONG SAID BOUNDARY, 270.00 FEET; THENCE N76°06'35"W ALONG SAID BOUNDARY, 45.69 FEET; THENCE S77°50'05"W ALONG SAID BOUNDARY, 105.00 FEET; THENCE S84°53'04"W ALONG SAID BOUNDARY, 50.39 FEET; THENCE S77°43'28"W ALONG SAID BOUNDARY, 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 63.410 ACRES MORE OR LESS.

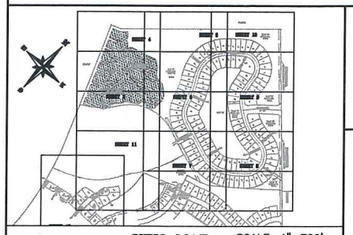
GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#3019.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#6351.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.280833333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119–122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S88°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40D-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.
18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 818, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____ OF SAID PUBLIC RECORDS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4188, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
20. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. LOTS 115–123 AND THAT PORTION OF TRACT D THAT LIES OUTSIDE OF THE DRAINAGE , MAINTENANCE AND ACCESS EASEMENT (SOUTH OF THE CANAL) SHALL BE SUBJECT TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION RIGHTS AND OBLIGATIONS PER THE SUPPLEMENTAL DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
23. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION AS RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



LOCATION MAP NOT TO SCALE



KEY MAP SCALE: 1"=700'

ABBREVIATIONS

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

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION #3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
www.sligerassociates.com
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SHEET 1 OF 12

PLAT BOOK _____ PAGE _____

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

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

SIGNED AND SEALED IN THE PRESENCE OF: D.R. HORTON, INC.

_____ BY: _____
PRINTED NAME: WALLACE G. INGHRAM
ASSISTANT SECRETARY OF D.R. HORTON, INC.
_____
PRINTED NAME: (CORPORATE SEAL)

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

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

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

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

CERTIFICATE OF CLERK

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

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

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

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

_____ DATE _____
SIGNATURE

PRINTED NAME: _____ P.L.S./P.S.M. NO. _____

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION–PHASE I" WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

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

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

CITY COUNCIL CERTIFICATE OF APPROVAL

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

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

PLANNING COMMISSION CERTIFICATE OF APPROVAL

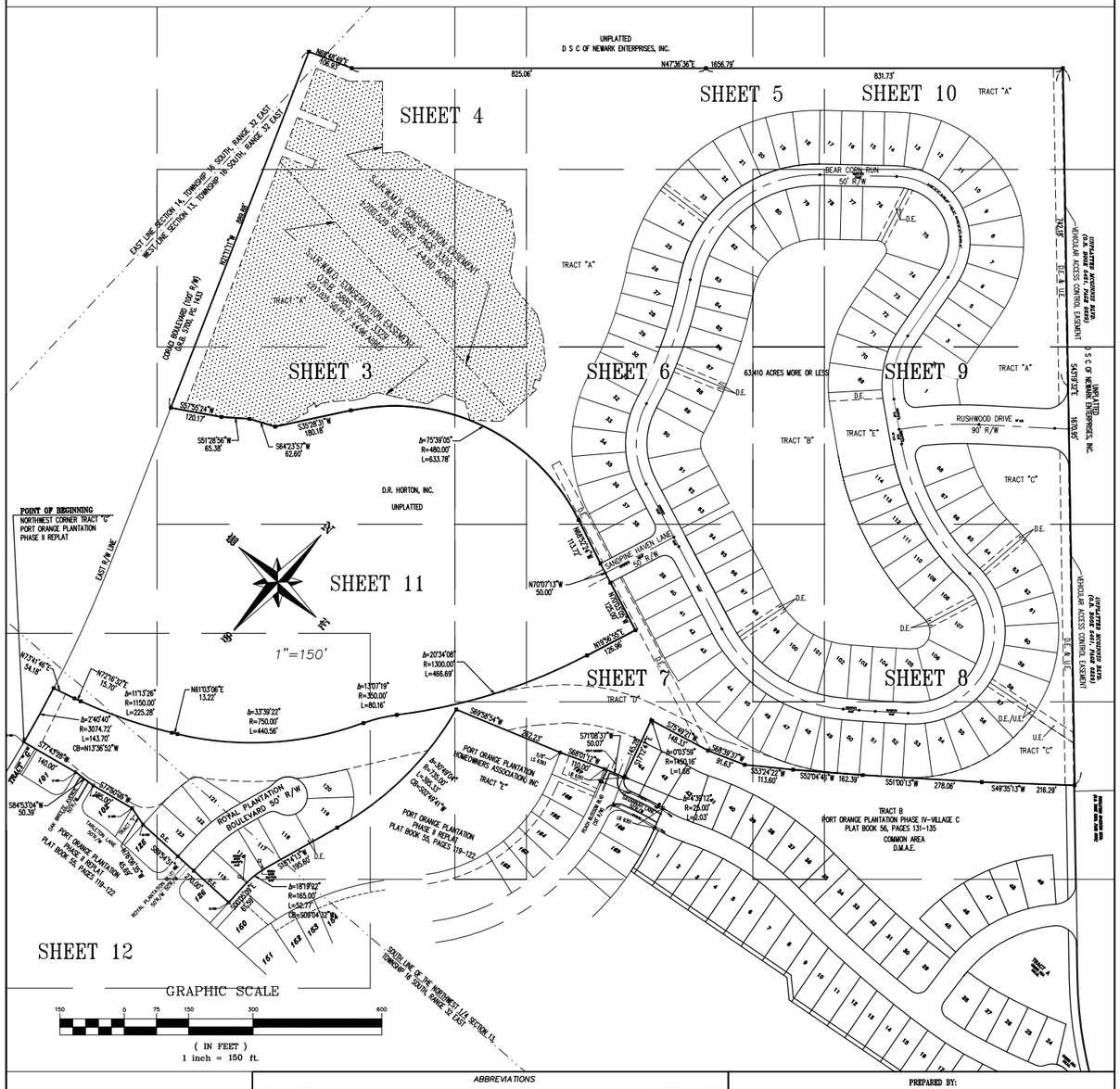
THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION–PHASE I" WAS APPROVED BY THE PORT ORANGE PLANNING COMMISSION ON

BY:_____
CHAIRMAN OF THE PORT ORANGE PLANNING COMMISSION

EXHIBIT B

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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



PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#3019.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#6351.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.
18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 819, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____ OF SAID PUBLIC RECORDS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
20. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. LOTS 115-123 AND THAT PORTION OF TRACT D THAT LIES OUTSIDE OF THE DRAINAGE , MAINTENANCE AND ACCESS EASEMENT (SOUTH OF THE CANAL) SHALL BE SUBJECT TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION RIGHTS AND OBLIGATIONS PER THE SUPPLEMENTAL DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
23. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION AS RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ABBREVIATIONS

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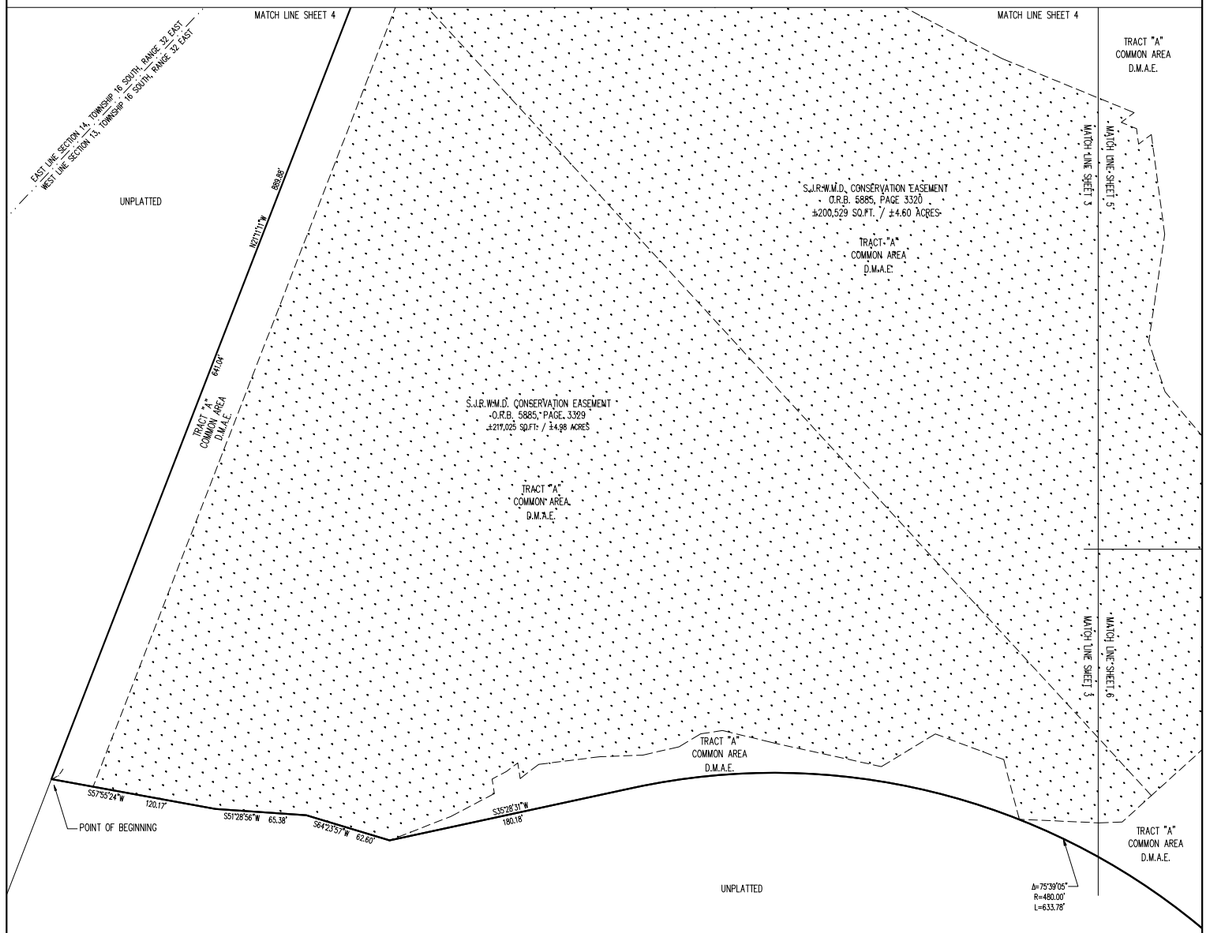
EXHIBIT B

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

MATCH LINE SHEET 11

PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#3019.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#6351.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
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CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	9.71	1025.00	0°32'34"	N31°26'51"W
C2	10.89	1150.00	0°32'34"	N31°26'51"W
C3	12.98	975.00	0°45'46"	N31°20'16"W
C4	11.31	850.00	0°45'46"	N31°20'16"W
C5	6.63	975.00	0°23'23"	N14°17'42"W
C6	5.78	850.00	0°23'23"	N14°17'42"W
C7	2.84	1025.00	0°09'32"	N14°10'46"W
C8	3.19	1150.00	0°09'32"	N14°10'46"W
C9	1.73	375.00	0°15'53"	N52°12'42"E
C10	11.05	2025.00	0°18'46"	N51°55'23"E
C11	38.02	2025.00	1°04'32"	N51°32'29"E
C12	37.08	1975.00	1°04'32"	N51°32'29"E
C13	37.55	2000.00	1°04'32"	N51°32'29"E
C14	2.31	500.00	0°15'53"	N52°12'42"E
C15	11.74	2150.00	0°18'46"	N51°55'23"E
C16	28.63	2150.00	0°45'47"	N51°23'06"E
C17	21.19	1975.00	0°36'53"	N51°46'19"E
C18	15.89	1975.00	0°27'39"	N51°41'03"E
C19	19.85	1850.00	0°36'53"	N51°46'19"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C20	14.88	1850.00	0°27'39"	N51°14'03"E
C21	30.27	340.00	5°06'01"	N85°40'59"W
C22	19.14	215.00	5°06'01"	N85°40'59"W
C23	51.91	165.00	18°01'37"	N79°13'11"W
C24	12.15	40.00	17°24'08"	N42°18'09"E
C25	12.59	40.00	18°01'37"	N79°13'11"W
C26	33.02	1000.00	1°53'31"	N49°30'52"E
C27	33.06	1000.00	1°53'38"	N47°37'17"E
C28	15.43	300.00	2°56'50"	N09°18'19"W
C29	9.00	175.00	2°56'50"	N09°18'19"W
C30	3.06	125.00	1°24'02"	N08°31'35"W
C31	17.47	50.00	20°01'00"	S17°50'24"E
C32	21.19	50.00	24°16'46"	S39°59'17"E
C33	16.41	175.00	5°22'26"	S51°38'31"W
C35	10.33	22.70	26°03'41"	S61°59'09"W
C36	6.72	22.70	16°57'58"	N16°18'53"W
C37	19.50	350.00	3°11'32"	S09°25'40"E
C38	12.54	225.00	3°11'32"	S09°25'40"E

ABBREVIATIONS

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

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

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EXHIBIT B

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
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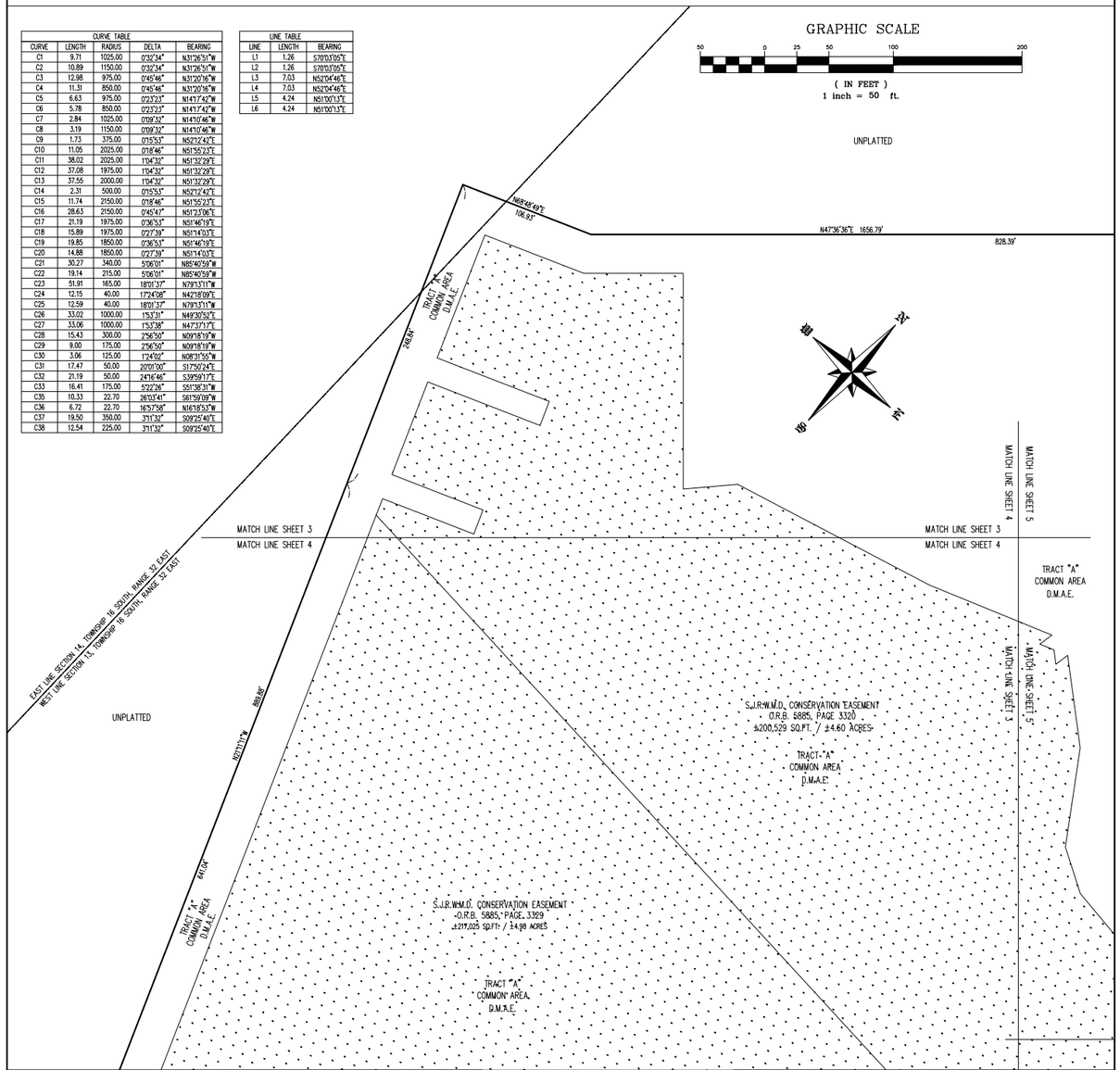

ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
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PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#3019.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#6351.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
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10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
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14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
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15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.
18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 819, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____, OF SAID PUBLIC RECORDS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
20. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. LOTS 115-123 AND THAT PORTION OF TRACT D THAT LIES OUTSIDE OF THE DRAINAGE , MAINTENANCE AND ACCESS EASEMENT (SOUTH OF THE CANAL) SHALL BE SUBJECT TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION RIGHTS AND OBLIGATIONS PER THE SUPPLEMENTAL DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
23. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION AS RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXHIBIT B

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	9.71	1025.00	0°32'34"	N31°26'51"W
C2	10.89	1150.00	0°32'34"	N31°26'51"W
C3	12.98	975.00	0°45'46"	N31°20'16"W
C4	11.31	850.00	0°45'46"	N31°20'16"W
C5	6.63	975.00	0°23'23"	N14°17'42"W
C6	5.78	850.00	0°23'23"	N14°17'42"W
C7	2.84	1025.00	0°09'32"	N14°10'46"W
C8	3.19	1150.00	0°09'32"	N14°10'46"W
C9	1.73	375.00	0°15'53"	N52°12'42"E
C10	11.05	2025.00	0°18'46"	N51°55'23"E
C11	38.02	2025.00	1°04'30"	N51°33'29"E
C12	37.08	1975.00	1°04'30"	N51°32'29"E
C13	37.55	2000.00	1°04'32"	N51°32'29"E
C14	2.31	500.00	0°15'53"	N52°12'42"E
C15	11.74	2150.00	0°18'46"	N51°55'23"E
C16	28.63	2150.00	0°45'47"	N51°23'06"E
C17	21.19	1975.00	0°36'53"	N51°46'19"E
C18	15.89	1975.00	0°27'39"	N51°41'03"E
C19	19.85	1850.00	0°36'53"	N51°46'19"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C20	14.88	1850.00	0°27'39"	N51°14'03"E
C21	30.27	340.00	5°06'01"	N85°40'59"W
C22	19.14	215.00	5°06'01"	N85°40'59"W
C23	51.91	165.00	18°01'37"	N79°13'11"W
C24	12.15	40.00	17°24'08"	N42°18'09"E
C25	12.59	40.00	18°01'37"	N79°13'11"W
C26	33.02	1000.00	1°53'31"	N49°30'52"E
C27	33.06	1000.00	1°53'36"	N47°37'17"E
C28	15.43	300.00	2°56'50"	N09°18'19"W
C29	9.00	175.00	2°56'50"	N09°18'19"W
C30	3.06	125.00	1°24'02"	N08°31'55"W
C31	17.47	50.00	20°01'00"	S17°50'24"E
C32	21.19	50.00	24°16'46"	S39°59'17"E
C33	16.41	175.00	5°22'26"	S51°38'31"W
C35	10.33	22.70	26°03'41"	S61°59'09"W
C36	6.72	22.70	16°57'58"	N16°18'53"W
C37	19.50	350.00	3°11'32"	S09°25'40"E
C38	12.54	225.00	3°11'32"	S09°25'40"E

LINE TABLE		
LINE	LENGTH	BEARING
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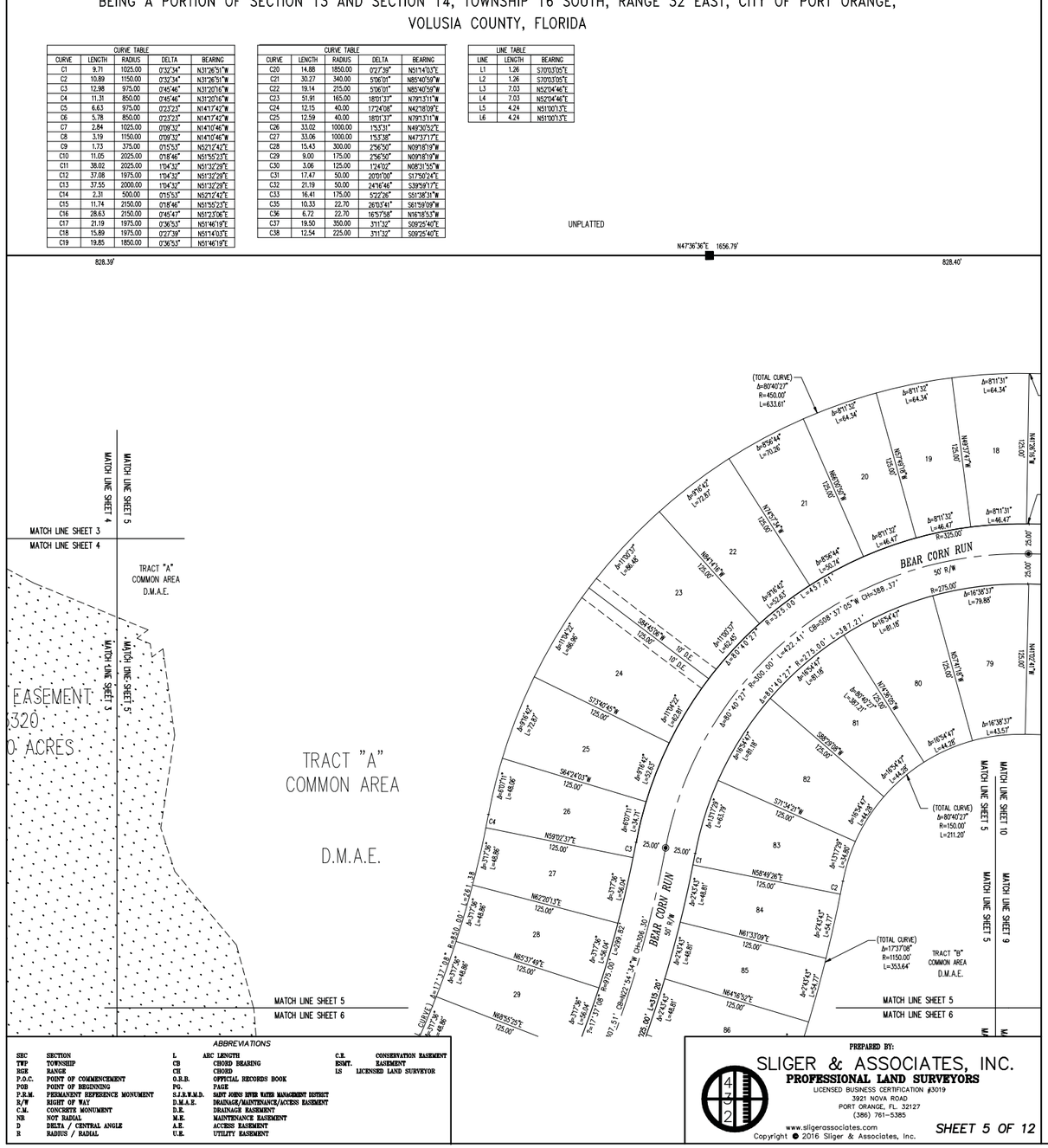
UNPLATTED
N47°36'36"E 1656.79'
828.39'
828.40'
MATCH LINE SHEET 3
MATCH LINE SHEET 4
MATCH LINE SHEET 5
MATCH LINE SHEET 6
MATCH LINE SHEET 10
TRACT "A" COMMON AREA D.M.A.E.
EASEMENT
320
0 ACRES
TRACT "A" COMMON AREA
D.M.A.E.
BEAR CORN RUN
50' R/W
TRACT "B" COMMON AREA D.M.A.E.
(TOTAL CURVE) Δ=80°40'27" R=450.00' L=633.61'
(TOTAL CURVE) Δ=80°40'27" R=150.00' L=211.20'
(TOTAL CURVE) Δ=173°7'08" R=150.00' L=353.64'
R=300.00' L=422.41' CB=S08°37'05"W Ch=388.37'
R=275.00' L=387.21' CB=S08°37'05"W Ch=356.30'
R=325.00' L=438.47' CB=N22°23'54"W Ch=405.30'
R=375.00' L=298.62' Ch=290.93'
228.05' L=359.20'
101.51' CB=N22°23'54"W
N57°49'19"W 125.00'
N32°10'41"E 125.00'
N68°47'19"W 125.00'
N21°12'41"E 125.00'
N68°47'19"W 125.00'
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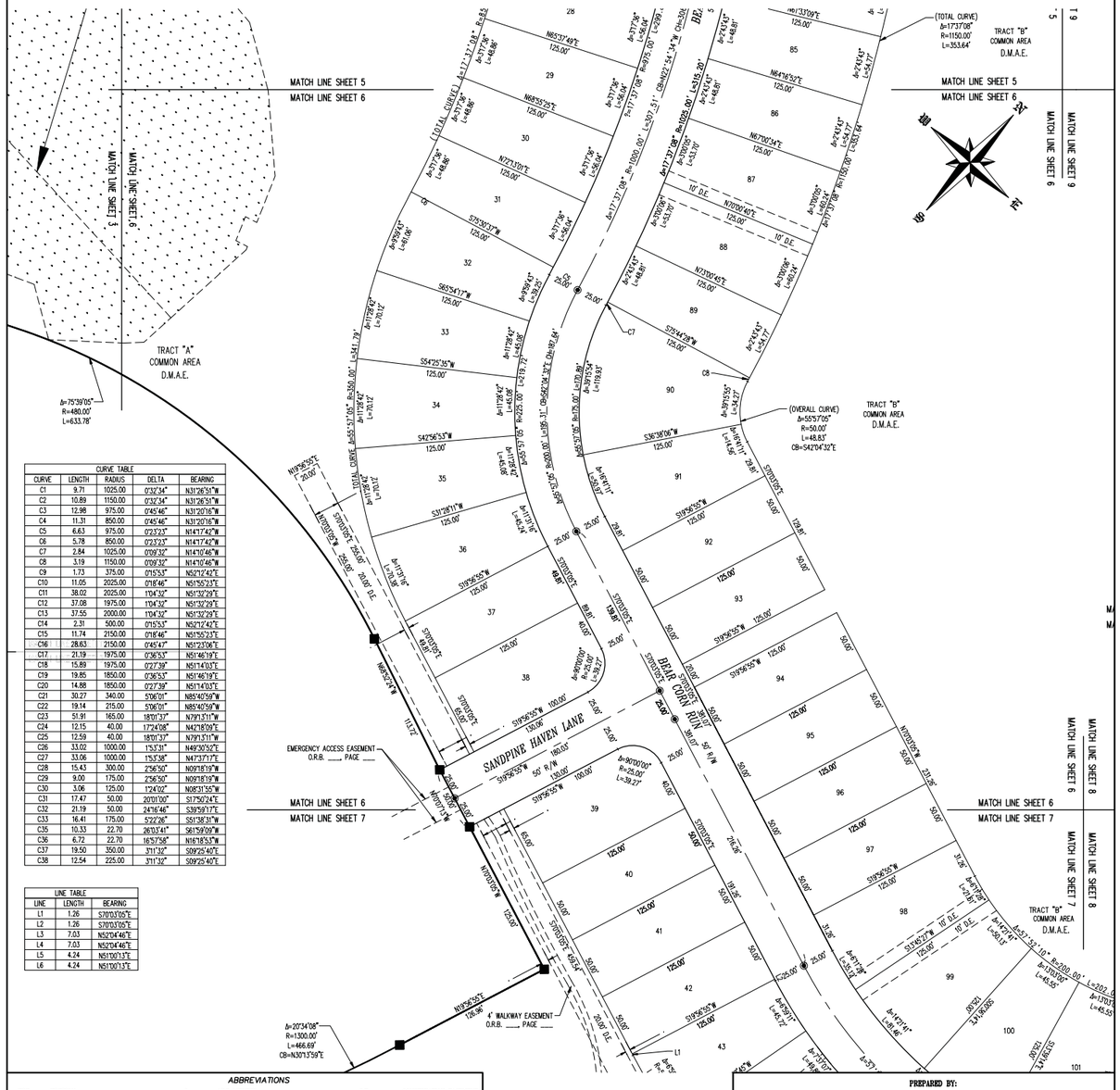
BEING A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



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ABBREVIATIONS

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

PLAT BOOK _____ PAGE _____

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16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.
18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 819, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____ OF SAID PUBLIC RECORDS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
20. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. LOTS 115-123 AND THAT PORTION OF TRACT D THAT LIES OUTSIDE OF THE DRAINAGE , MAINTENANCE AND ACCESS EASEMENT (SOUTH OF THE CANAL) SHALL BE SUBJECT TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION RIGHTS AND OBLIGATIONS PER THE SUPPLEMENTAL DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
23. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION AS RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PREPARED BY:
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GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

EXHIBIT B

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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

MATCH LINE SHEET 3

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	9.71	1025.00	0°32'34"	N31°26'51"W
C2	10.89	1150.00	0°32'34"	N31°26'51"W
C3	12.98	975.00	0°45'46"	N31°20'16"W
C4	11.31	850.00	0°45'46"	N31°20'16"W
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C6	5.78	850.00	0°23'23"	N14°17'42"W
C7	2.84	1025.00	0°09'32"	N14°10'46"W
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C10	11.05	2025.00	0°18'46"	N51°55'23"E
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C15	11.74	2150.00	0°18'46"	N51°55'23"E
C16	28.63	2150.00	0°45'47"	N51°23'06"E
C17	21.19	1975.00	0°36'53"	N51°46'19"E
C18	15.89	1975.00	0°27'39"	N51°14'03"E
C19	19.85	1850.00	0°36'53"	N51°46'19"E
C20	14.88	1850.00	0°27'39"	N51°14'03"E
C21	30.27	340.00	5°06'01"	N85°40'59"W
C22	19.14	215.00	5°06'01"	N85°40'59"W
C23	51.91	165.00	18°01'37"	N79°31'11"W
C24	12.15	40.00	17°24'08"	N42°18'09"E
C25	12.59	40.00	18°01'37"	N79°31'11"W
C26	33.02	1000.00	1°53'31"	N49°30'52"E
C27	33.06	1000.00	1°53'38"	N47°37'17"E
C28	15.43	300.00	2°56'50"	N09°18'19"W
C29	9.00	175.00	2°56'50"	N09°18'19"W
C30	3.06	125.00	1°24'00"	N08°31'35"W
C31	17.47	50.00	20°01'00"	S17°50'24"E
C32	21.19	50.00	24°16'46"	S39°59'17"E
C33	16.41	175.00	5°22'26"	S51°38'31"W
C35	10.33	22.70	26°03'41"	S61°59'09"W
C36	6.72	22.70	16°57'58"	N16°18'53"W
C37	19.50	350.00	3°11'32"	S09°25'40"E
C38	12.54	225.00	3°11'32"	S09°25'40"E

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

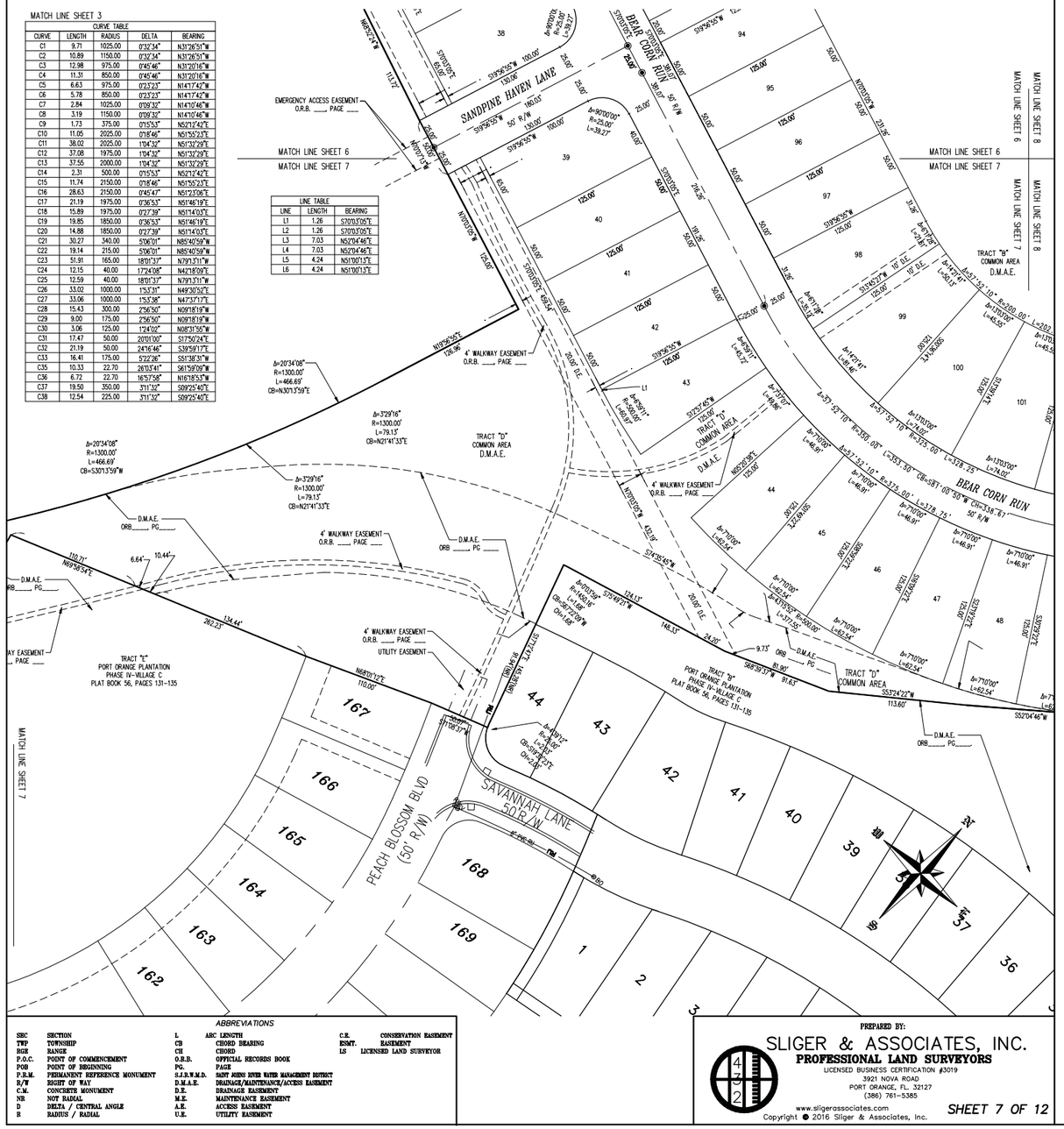
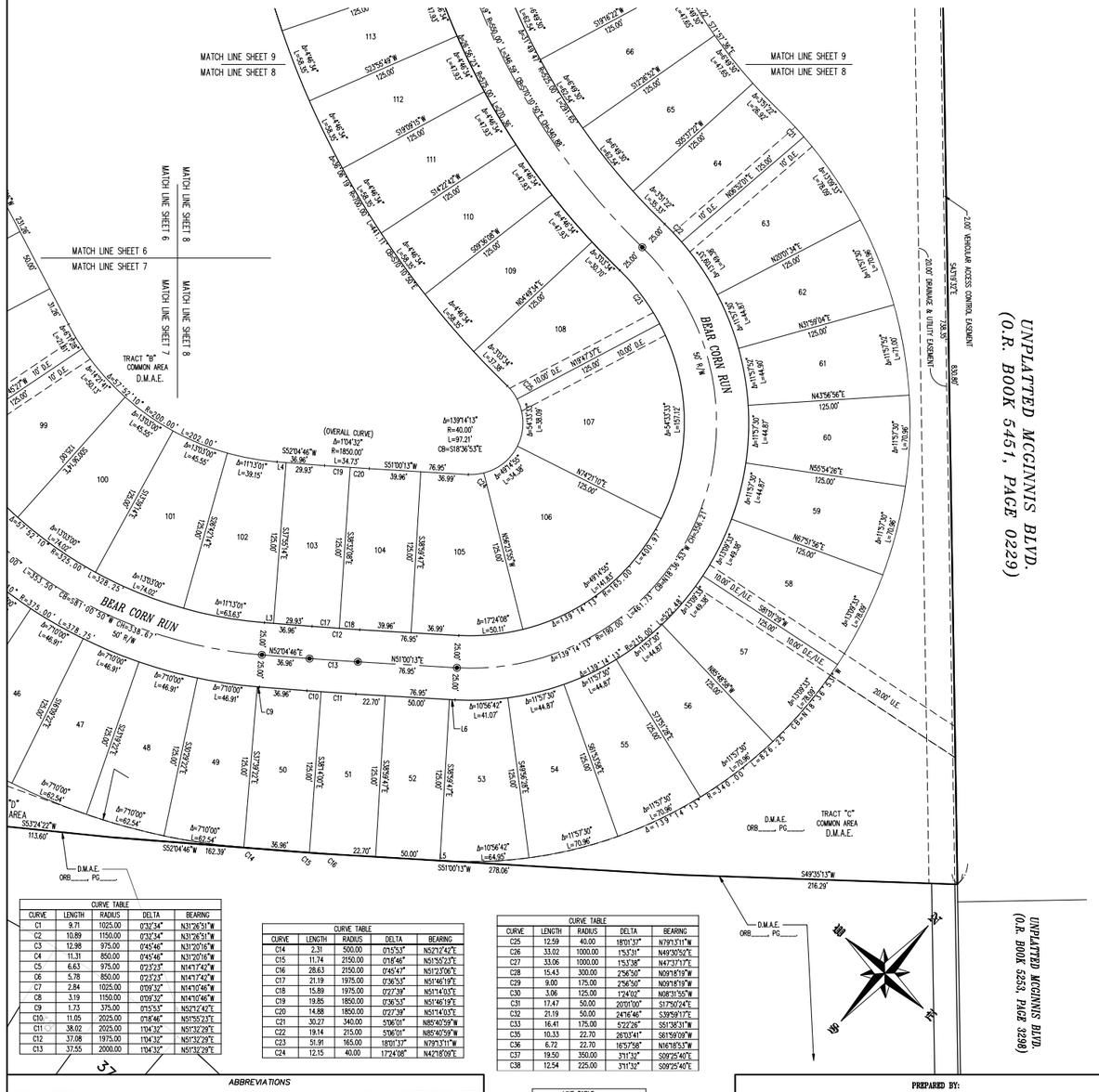

SANDPINE HAVEN LANE
BEAR CORN RUN
SAVANNAH LANE
PEACH BLOSSOM BLVD (50' R/W)
TRACT "B" COMMON AREA D.M.A.E.
TRACT "C" COMMON AREA D.M.A.E.
TRACT "D" COMMON AREA D.M.A.E.
TRACT "E" PORT ORANGE PLANTATION PHASE IV-VILLAGE C PLAT BOOK 56, PAGES 131-135
EMERGENCY ACCESS EASEMENT O.R.B. ___, PAGE ___
4' WALKWAY EASEMENT O.R.B. ___, PAGE ___
D.M.A.E. ORB ___, PG ___
UTILITY EASEMENT
MATCH LINE SHEET 6
MATCH LINE SHEET 7
MATCH LINE SHEET 8
Δ=20°34'08" R=1300.00' L=466.69' CB=S30°13'59"W
Δ=3°29'16" R=1300.00' L=79.13' CB=N21°41'33"E
Δ=90°00'00" R=25.00' L=39.27'
Δ=37°52'10" R=200.00' L=132.14'
Δ=37°52'10" R=375.00' L=247.87'
Δ=37°52'10" R=325.00' L=214.75'
Δ=37°52'10" R=350.00' L=231.26'
Δ=7°10'00" L=46.91'
Δ=13°03'06" L=45.53'
Δ=13°03'06" L=74.02'
Δ=7°10'00" L=82.54'
Δ=2°01'16" R=1450.16' L=51.08' CB=S73°49'07"W CH=51.08'
Δ=2°01'16" R=1400.00' L=49.36' CB=S73°49'07"W CH=49.36'
S73°03'05"E 430.04'
S24°35'45"W
N89°58'54"E 110.71'
N89°58'54"E 134.44'
N89°01'12"W 110.00'
S73°49'07"W 124.13'
S68°59'37"W 368.59'
S55°24'22"W 113.60'
S52°04'46"W
N19°56'55"E 126.96'
S19°56'55"W 100.00'
N70°03'05"W 180.03'
S70°03'05"E 430.04'
N70°03'05"W 215.26'
S19°56'55"W 130.06'
S19°56'55"W 130.00'
S19°56'55"W 125.00'
S19°56'55"W 125.00'
S19°56'55"W 125.00'
S19°56'55"W 125.00'
N70°03'05"W 231.26'
S19°56'55"W 125.00'
S19°56'55"W 125.00'
S57°57'45"W 125.00'
N85°29'58"E 125.00'
S24°35'45"W 200.00'
N70°03'05"W 215.26'
N70°03'05"W 231.26'
S70°03'05"E 215.26'
S70°03'05"E 231.26'
S70°03'05"E 180.03'
S70°03'05"E 430.04'
S70°03'05"E 430.04'
S70°03'05"E 430.04

EXHIBIT B

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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



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C6	5.78	850.00	0°23'23"	N14°17'42"W
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C12	37.08	1975.00	1°04'32"	N51°32'29"E
C13	37.55	2000.00	1°04'32"	N51°32'29"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C14	2.31	500.00	0°15'53"	N52°12'42"E
C15	11.74	2150.00	0°18'46"	N51°55'23"E
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C24	12.15	40.00	17°24'08"	N42°18'09"E

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C31	17.47	50.00	20°01'00"	S17°50'24"E
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L5	4.24	N51°00'13"E
L6	4.24	N51°00'13"E

ABBREVIATIONS

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

PREPARED BY:

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SHEET 8 OF 12

PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#3019.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#6351.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.
18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 819, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____ OF SAID PUBLIC RECORDS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
20. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. LOTS 115-123 AND THAT PORTION OF TRACT D THAT LIES OUTSIDE OF THE DRAINAGE , MAINTENANCE AND ACCESS EASEMENT (SOUTH OF THE CANAL) SHALL BE SUBJECT TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION RIGHTS AND OBLIGATIONS PER THE SUPPLEMENTAL DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
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GRAPHIC SCALE

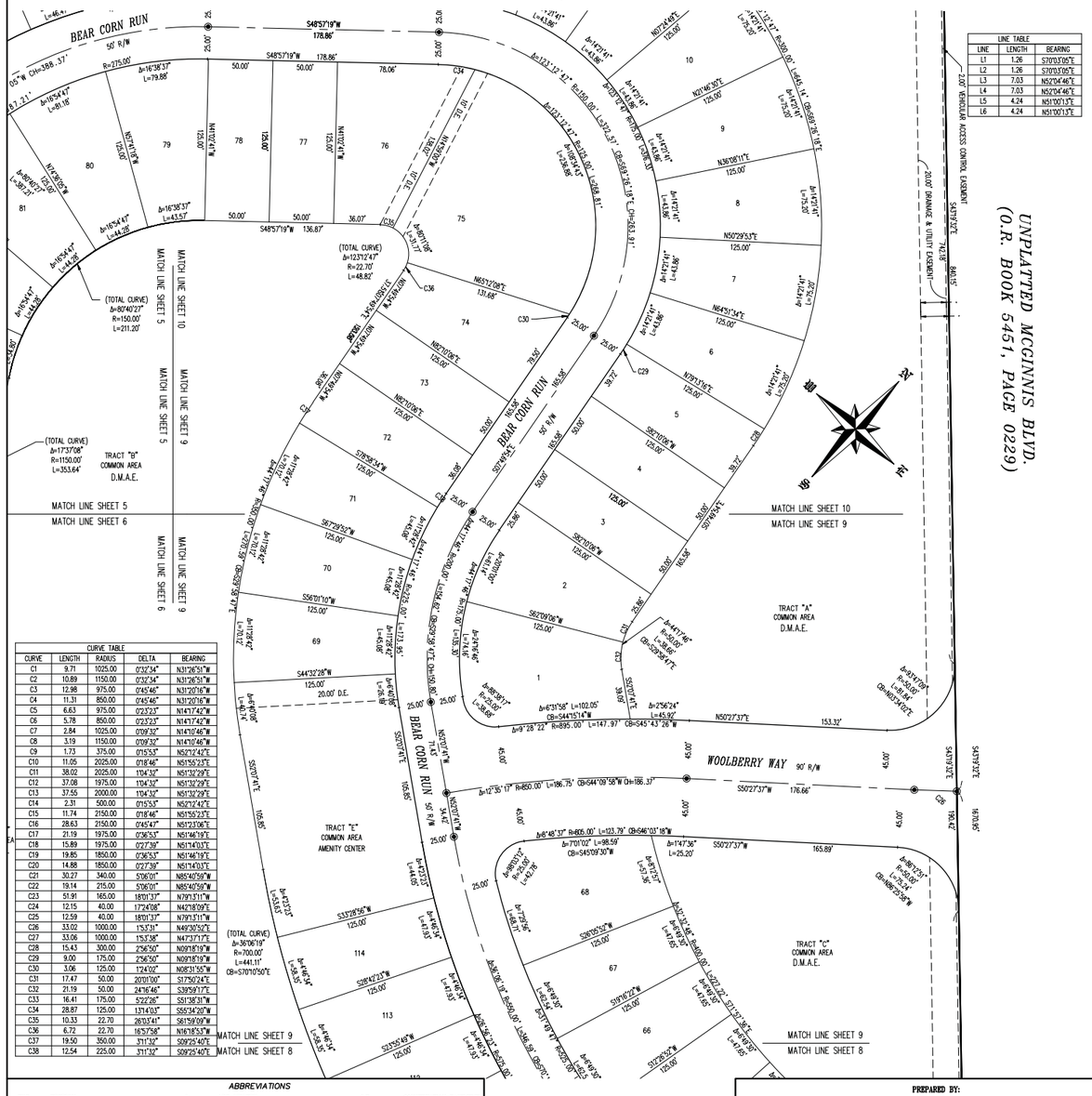
50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

EXHIBIT B

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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



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

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
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C6	5.78	850.00	0°23'23"	N14°17'42"W
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C8	3.19	1150.00	0°09'32"	N14°10'46"W
C9	1.73	375.00	0°15'53"	N52°12'42"E
C10	11.05	2025.00	0°18'46"	N51°55'23"E
C11	38.02	2025.00	1°04'32"	N51°32'29"E
C12	37.08	1975.00	1°04'32"	N51°32'29"E
C13	37.55	2000.00	1°04'32"	N51°32'29"E
C14	2.31	500.00	0°15'53"	N52°12'42"E
C15	11.74	2150.00	0°18'46"	N51°55'23"E
C16	28.63	2150.00	0°45'47"	N51°33'06"E
C17	21.19	1975.00	0°36'53"	N51°46'19"E
C18	15.89	1975.00	0°27'39"	N51°14'03"E
C19	19.85	1850.00	0°36'53"	N51°46'19"E
C20	14.88	1850.00	0°27'39"	N51°14'03"E
C21	30.27	340.00	5°06'01"	N85°40'59"W
C22	19.14	215.00	5°06'01"	N85°40'59"W
C23	51.91	165.00	18°01'37"	N79°13'11"W
C24	12.15	40.00	17°24'08"	N42°18'09"E
C25	12.59	40.00	18°01'37"	N79°13'11"W
C26	33.02	1000.00	1°53'31"	N49°26'52"E
C27	33.06	1000.00	1°53'38"	N47°37'17"E
C28	15.43	300.00	2°56'50"	N09°18'19"W
C29	9.00	175.00	2°56'50"	N09°18'19"W
C30	3.06	125.00	1°24'02"	N08°31'55"W
C31	17.47	50.00	20°01'09"	S17°50'24"E
C32	21.19	50.00	24°16'46"	S35°59'17"E
C33	16.41	175.00	5°22'26"	S51°35'31"W
C34	28.87	125.00	13°14'03"	S55°34'20"W
C35	10.33	22.70	26°03'41"	S61°59'09"W
C36	6.72	22.70	16°57'58"	N16°16'53"W
C37	19.50	350.00	3°11'32"	S09°25'40"E
C38	12.54	225.00	3°11'32"	S09°25'40"E

ABBREVIATIONS

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

PREPARED BY:

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(386) 761-5385
www.sligerassociates.com

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PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#3019.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#6351.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.
18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 819, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____ OF SAID PUBLIC RECORDS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
20. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. LOTS 115-123 AND THAT PORTION OF TRACT D THAT LIES OUTSIDE OF THE DRAINAGE , MAINTENANCE AND ACCESS EASEMENT (SOUTH OF THE CANAL) SHALL BE SUBJECT TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION RIGHTS AND OBLIGATIONS PER THE SUPPLEMENTAL DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
23. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION AS RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

EXHIBIT B

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	9.71	1025.00	0°32'34"	N31°26'51"W
C2	10.89	1150.00	0°32'34"	N31°26'51"W
C3	12.98	975.00	0°45'46"	N31°20'16"W
C4	11.31	850.00	0°45'46"	N31°20'16"W
C5	6.63	975.00	0°23'23"	N14°17'42"W
C6	5.78	850.00	0°23'23"	N14°17'42"W
C7	2.84	1025.00	0°09'32"	N14°10'46"W
C8	3.19	1150.00	0°09'32"	N14°10'46"W
C9	1.73	375.00	0°15'53"	N52°12'42"E
C10	11.05	2025.00	0°18'46"	N51°56'23"E
C11	38.02	2025.00	1°04'32"	N51°32'29"E
C12	37.08	1975.00	1°04'32"	N51°32'29"E
C13	37.55	2000.00	1°04'32"	N51°32'29"E
C14	2.31	500.00	0°15'53"	N52°12'42"E
C15	11.74	2150.00	0°18'46"	N51°56'23"E
C16	28.63	2150.00	0°45'47"	N51°23'06"E
C17	21.19	1975.00	0°36'53"	N51°46'19"E
C18	15.89	1975.00	0°27'39"	N51°14'03"E
C19	19.85	1850.00	0°36'53"	N51°46'19"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C20	14.88	1850.00	0°27'39"	N51°14'03"E
C21	30.27	340.00	5°06'01"	N85°40'59"W
C22	19.14	215.00	5°06'01"	N85°40'59"W
C23	51.91	165.00	18°01'37"	N79°13'11"W
C24	12.15	40.00	17°24'08"	N42°18'09"E
C25	12.59	40.00	18°01'37"	N79°13'11"W
C26	33.02	1000.00	1°53'31"	N49°30'52"E
C27	33.06	1000.00	1°53'38"	N47°37'17"E
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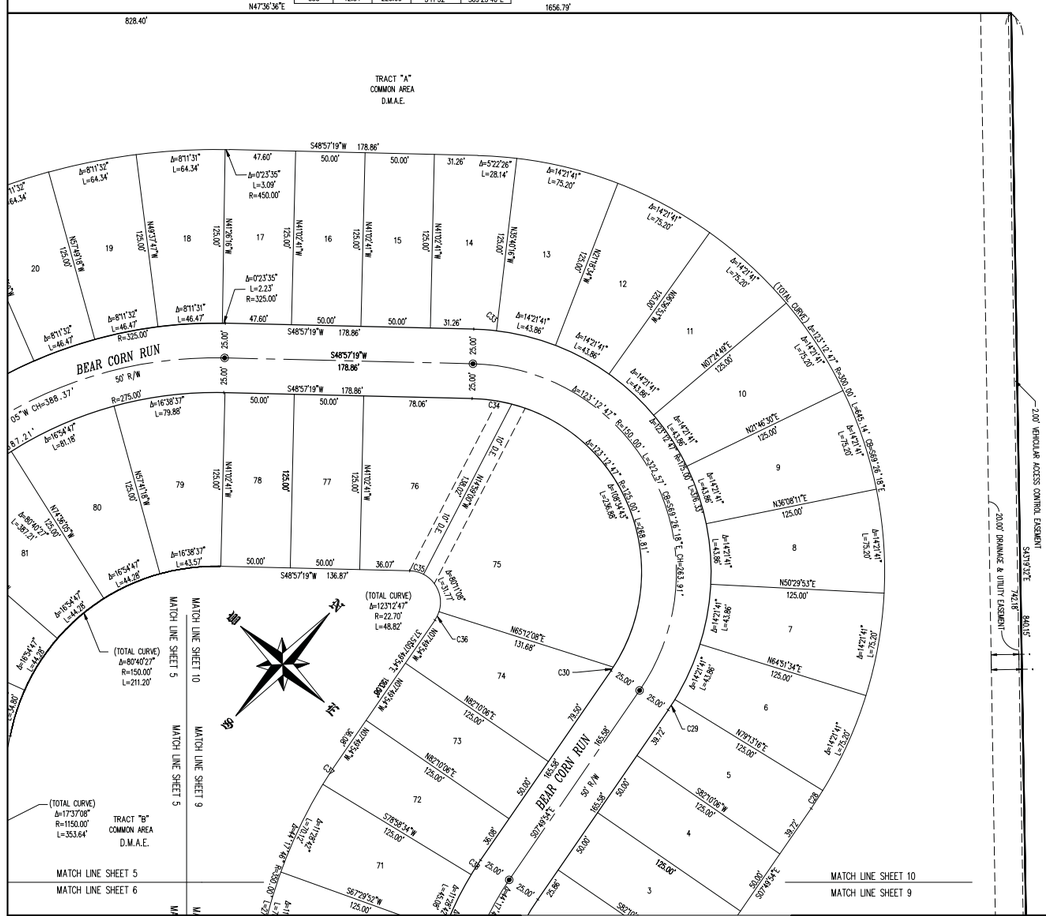
C35	10.33	22.70	26°03'41"	S61°59'09"W
C36	6.72	22.70	16°57'56"	N16°18'53"W
C37	19.50	350.00	3°11'32"	S09°25'46"E
C38	12.54	225.00	3°11'32"	S09°25'46"E

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



PLAT BOOK _____ PAGE _____

GENERAL NOTES:

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   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#6351.
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5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
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9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
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    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
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15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
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18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 819, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____, OF SAID PUBLIC RECORDS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
20. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. LOTS 115-123 AND THAT PORTION OF TRACT D THAT LIES OUTSIDE OF THE DRAINAGE , MAINTENANCE AND ACCESS EASEMENT (SOUTH OF THE CANAL) SHALL BE SUBJECT TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION RIGHTS AND OBLIGATIONS PER THE SUPPLEMENTAL DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
23. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION AS RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ABBREVIATIONS

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

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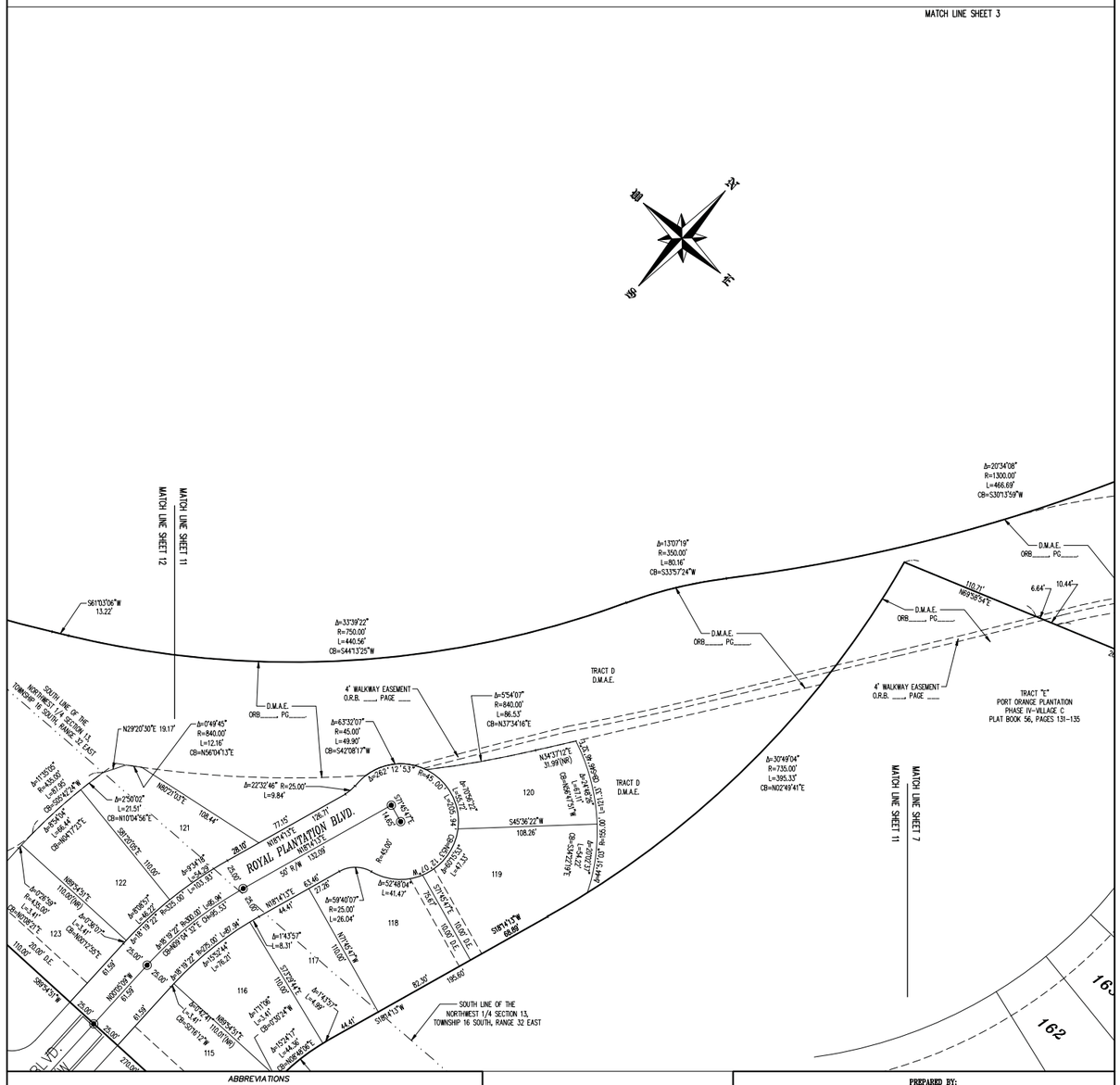
GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

EXHIBIT B

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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



PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#3019.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#6351.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.
18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 819, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____ OF SAID PUBLIC RECORDS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
20. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. LOTS 115-123 AND THAT PORTION OF TRACT D THAT LIES OUTSIDE OF THE DRAINAGE , MAINTENANCE AND ACCESS EASEMENT (SOUTH OF THE CANAL) SHALL BE SUBJECT TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION RIGHTS AND OBLIGATIONS PER THE SUPPLEMENTAL DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
23. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION AS RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

ABBREVIATIONS

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

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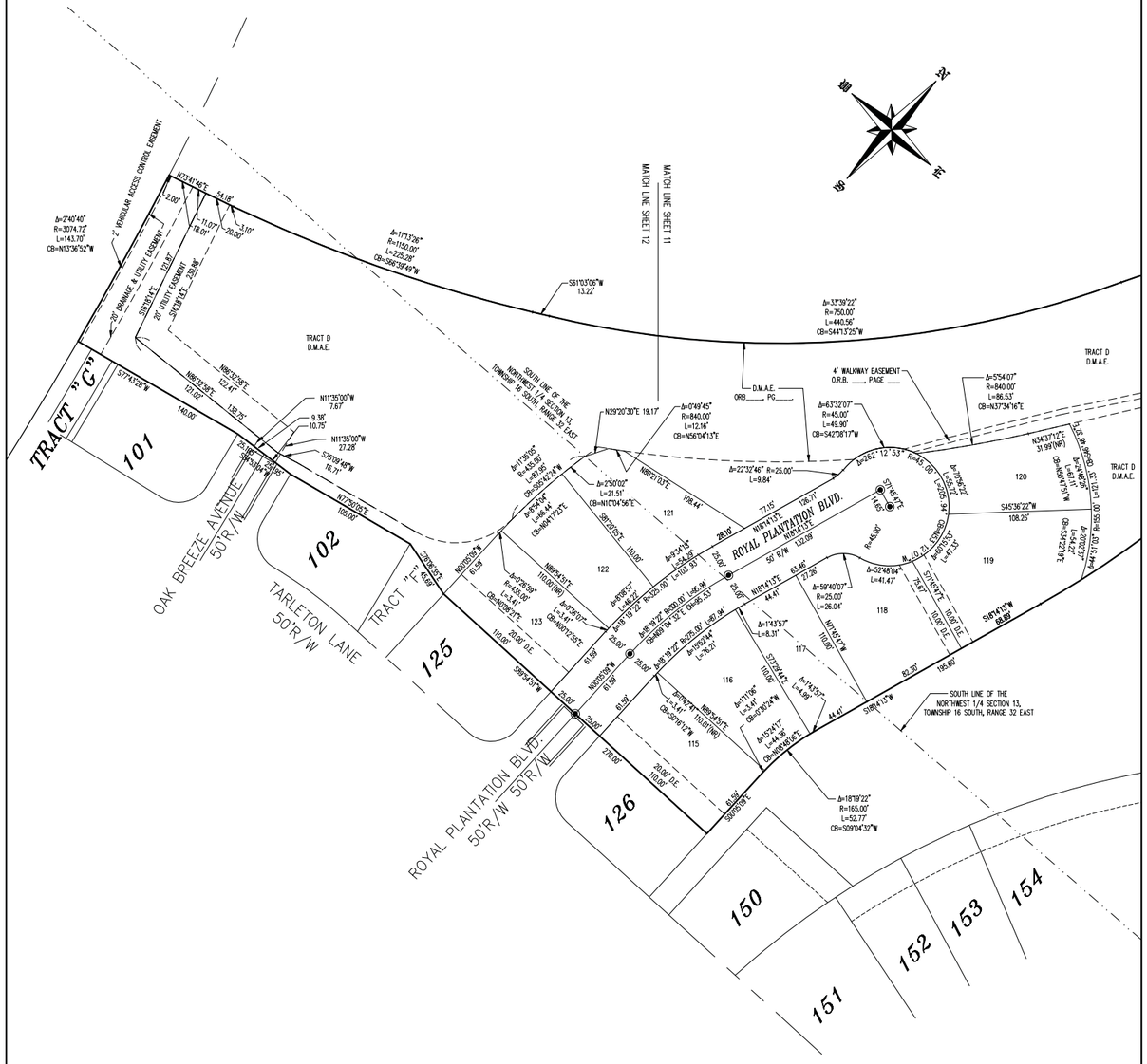
EXHIBIT B

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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



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ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
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P.O.C.	POINT OF COMMENCEMENT	O.R.B.	OFFICIAL RECORDS BOOK		
POB	POINT OF BEGINNING	PG.	PAGE		
P.R.M.	PERMANENT REFERENCE MONUMENT	S.J.R.W.M.D.	SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT		
R/W	RIGHT OF WAY	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT		
C.M.	CONCRETE MONUMENT	D.E.	DRAINAGE EASEMENT		
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D	DELTA / CENTRAL ANGLE	A.E.	ACCESS EASEMENT		
R	RADIUS / RADIAL	U.E.	UTILITY EASEMENT		

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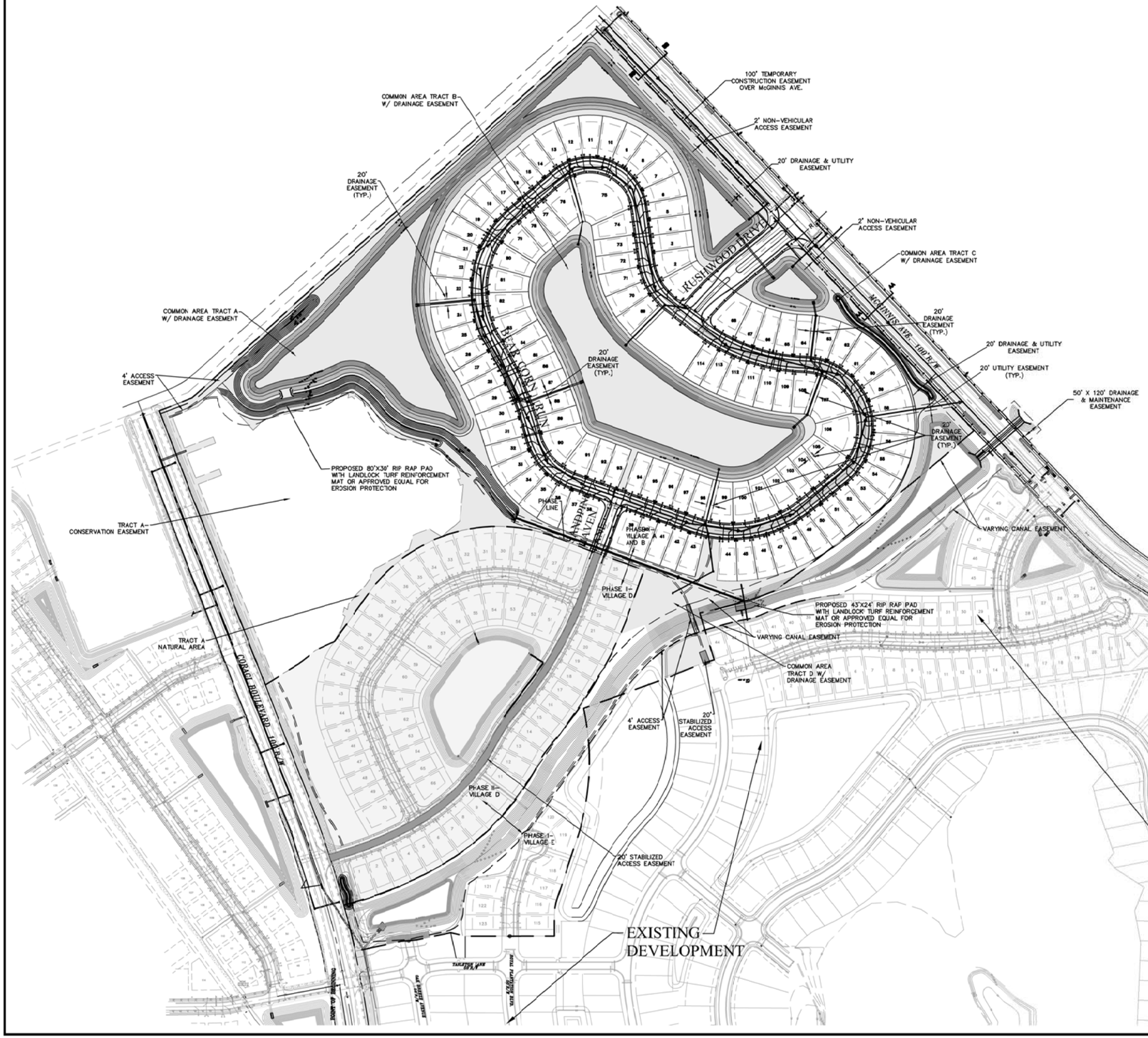
SHEET 12 OF 12

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

EXHIBIT C



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

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NO.	DATE	BY
1	1/26/15	RM/CM
2	2/26/15	RM/CM
3	3/26/15	RM/CM
4	4/4/15	RM/CM
5	1/26/16	RM/CM
6	3/25/16	RM/CM
7	4/18/16	RM/CM

REVISIONS:
1 REVISED PER CITY COMMENTS DATED 12/12/14
2 REVISED STREET NAMES & ADJUSTED AXIS
3 REVISED PER CITY COMMENTS DATED 02/19/15
4 REVISED PER CITY COMMENTS DATED 03/27/15
5 PER CLIENT DIRECTION
6 REVISED PER CITY COMMENTS DATED 03/16/16
7 REVISED PER SJRWMD COMMENTS DATED 4/15/16

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

OVERALL DEVELOPMENT PLAN
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO:	09566
ISSUE DATE:	4-18-16
DESIGNED BY:	MLB/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09566DP-A-B
XREF'S:	09566SURV
XREF'S:	09566BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=150'

SHEET C5 OF 36

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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

DESCRIPTION:

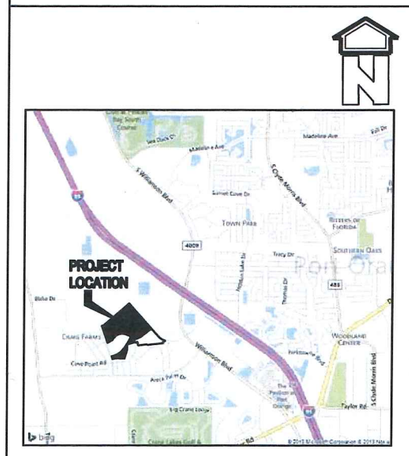
A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF TRACT "C", PORT ORANGE PLANTATION PHASE II REPLAT, AS RECORDED IN PLAT BOOK 55, PAGES 119 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ON THE EASTERLY RIGHT OF WAY LINE OF CORACI BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5700, PAGE 1433, SAID PUBLIC RECORDS AND BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 02°40'40" AND A CHORD BEARING OF N13°36'52"W; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 143.70 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE N73°41'46"E, 54.18 FEET; THENCE N72°16'32"E, 15.70 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 11°13'26"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 225.28 FEET; THENCE N61°03'06"E, 13.22 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 750.00 FEET AND A CENTRAL ANGLE OF 33°39'22"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 440.56 FEET TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 13°07'19"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 80.16 FEET TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1300.00 FEET AND A CENTRAL ANGLE OF 20°34'08"; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 466.69 FEET; THENCE N19°56'55"E, 126.96 FEET; THENCE N70°03'05"W, 125.00 FEET; THENCE N70°07'13"W, 50.00 FEET; THENCE N68°52'24"W, 113.72 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 460.00 FEET AND CENTRAL ANGLE OF 75°39'05"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 633.78 FEET; THENCE S33°28'31"W, 180.18 FEET; THENCE S84°23'57"W, 62.60 FEET; THENCE S51°25'56"W, 65.38 FEET; THENCE S57°55'24"W, 120.17 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID CORACI BOULEVARD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N21°11'11"W, 889.88 FEET TO THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6340, PAGE 2450, SAID PUBLIC RECORDS; THENCE DEPART SAID RIGHT OF WAY LINE N68°48'49"E ALONG SAID NORTHERLY LINE, 106.93 FEET; THENCE CONTINUE ALONG SAID NORTHERLY LINE N47°35'35"E, 1658.79 FEET TO THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5451, PAGE 0229, SAID PUBLIC RECORDS; THENCE S43°19'32"E ALONG SAID WESTERLY LINE, 1670.95; THENCE DEPARTING SAID WESTERLY LINE, S49°35'13"W, 216.29 FEET; THENCE S51°00'13"W, 278.06 FEET; THENCE S52°04'46"W, 162.39 FEET; THENCE S53°24'22"W, 113.60 FEET; THENCE S68°39'37"W, 91.63 FEET; THENCE S75°49'21"W, 148.33 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1450.16 FEET AND CENTRAL ANGLE OF 00°03'59"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 1.68 FEET; THENCE S17°12'47"E, 145.28 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND CENTRAL ANGLE OF 04°38'12"; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 2.03 FEET TO THE NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT AS RECORDED IN PLAT BOOK 55, PAGES 119–122, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF PEACH BLOSSOM BOULEVARD, A 50' RIGHT OF WAY, PER SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE ALONG SAID NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT, S71°08'37"W, 50.07 FEET TO THE NORTHEAST CORNER OF LOT 167 AND THE WEST RIGHT OF WAY LINE OF SAID PEACH BLOSSOM BOULEVARD; THENCE CONTINUING ALONG THE NORTH LINE OF SAID LOT 167, PORT ORANGE PLANTATION PHASE II REPLAT, S88°01'12"W, 110.00 FEET TO THE NORTHEAST CORNER OF TRACT E, SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE S89°58'54"W ALONG THE NORTHERLY LINE OF SAID TRACT E, 282.23 FEET TO THE WESTERLY LINE OF TRACT "E", SAID PORT ORANGE PLANTATION PHASE II REPLAT AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF 30°46'04" AND A CHORD BEARING S02°49'41"W; THENCE SOUTHERLY ALONG THE BOUNDARY OF SAID PORT ORANGE PLANTATION PHASE II REPLAT AND ALONG THE ARC OF SAID CURVE, 395.33 FEET; THENCE S18°14'13"W ALONG SAID BOUNDARY, 195.60 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 18°19'22"; THENCE SOUTHERLY ALONG SAID BOUNDARY AND ALONG THE ARC OF SAID CURVE, 52.77 FEET; THENCE S00°05'08"E ALONG SAID BOUNDARY, 61.59 FEET; THENCE S89°54'51"W ALONG SAID BOUNDARY, 270.00 FEET; THENCE N76°06'35"W ALONG SAID BOUNDARY, 45.69 FEET; THENCE S77°50'05"W ALONG SAID BOUNDARY, 105.00 FEET; THENCE S84°53'04"W ALONG SAID BOUNDARY, 50.39 FEET; THENCE S77°43'28"W ALONG SAID BOUNDARY, 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 63.410 ACRES MORE OR LESS.

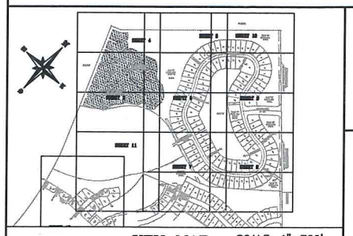
GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#3019.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#6351.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.2808333333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119–122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S88°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 400-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.
18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 818, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____ OF SAID PUBLIC RECORDS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4188, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
20. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. LOTS 115–123 AND THAT PORTION OF TRACT D THAT LIES OUTSIDE OF THE DRAINAGE , MAINTENANCE AND ACCESS EASEMENT (SOUTH OF THE CANAL) SHALL BE SUBJECT TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION RIGHTS AND OBLIGATIONS PER THE SUPPLEMENTAL DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
23. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION AS RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



LOCATION MAP NOT TO SCALE



KEY MAP SCALE: 1"=700'

ABBREVIATIONS

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

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION #3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
www.sligerassociates.com
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SHEET 1 OF 12

PLAT BOOK _____ PAGE _____

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

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

SIGNED AND SEALED IN THE PRESENCE OF: D.R. HORTON, INC.

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

_____
PRINTED NAME: (CORPORATE SEAL)

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

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

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

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

CERTIFICATE OF CLERK

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

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

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

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

_____ DATE _____
SIGNATURE

PRINTED NAME: _____ P.L.S./P.S.M. NO. _____

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED "HAWKS PRESERVE AT PORT ORANGE PLANTATION–PHASE I" WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

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

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

CITY COUNCIL CERTIFICATE OF APPROVAL

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

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

PLANNING COMMISSION CERTIFICATE OF APPROVAL

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

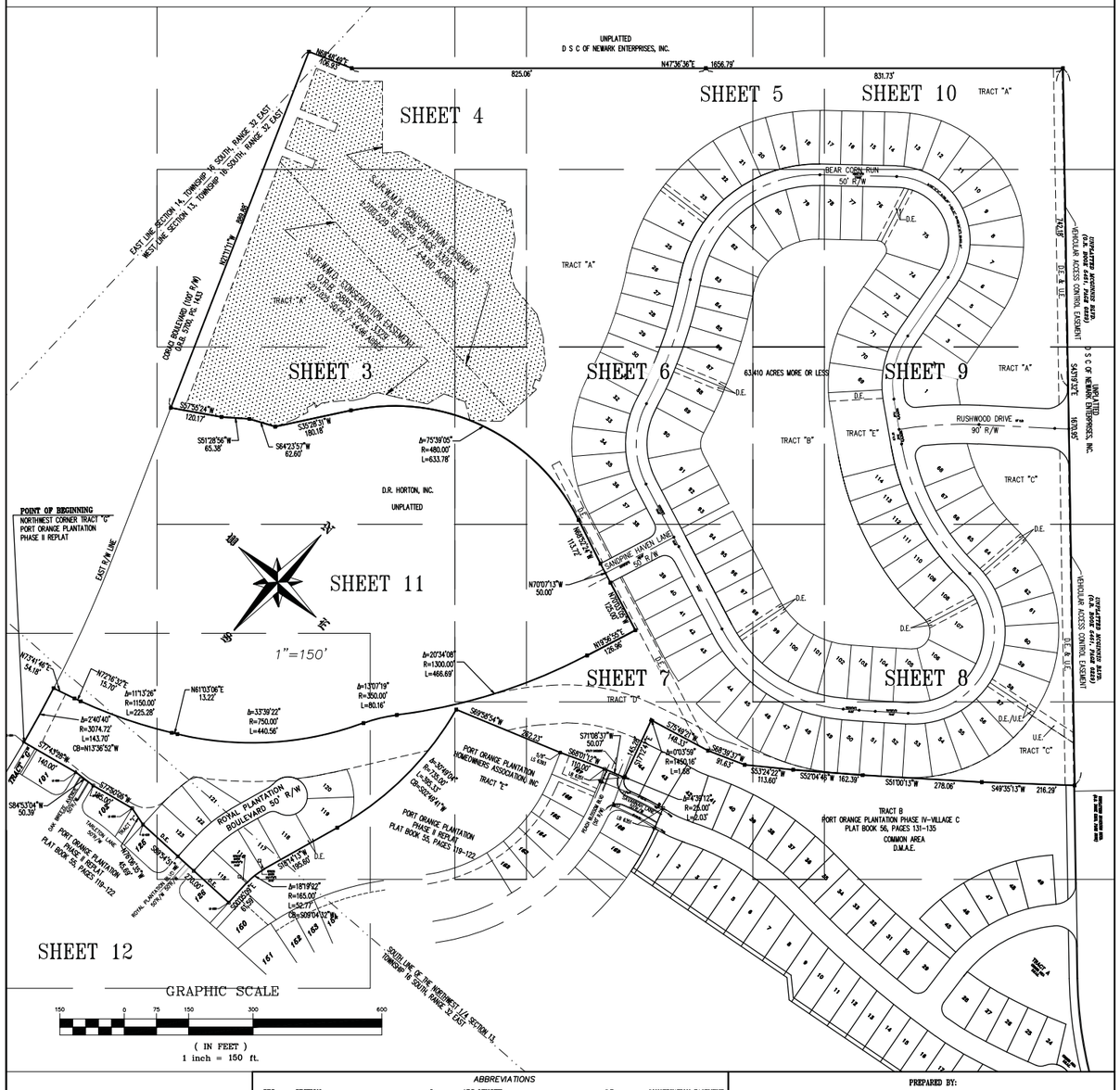
BY:_____
CHAIRMAN OF THE PORT ORANGE PLANNING COMMISSION

RECEIVED
MAY 06 2016
CITY OF PORT ORANGE
Community Development

REVISED

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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



PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#3019.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#6351.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.
18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 819, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____ OF SAID PUBLIC RECORDS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
20. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. LOTS 115-123 AND THAT PORTION OF TRACT D THAT LIES OUTSIDE OF THE DRAINAGE , MAINTENANCE AND ACCESS EASEMENT (SOUTH OF THE CANAL) SHALL BE SUBJECT TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION RIGHTS AND OBLIGATIONS PER THE SUPPLEMENTAL DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
23. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION AS RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ABBREVIATIONS

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

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

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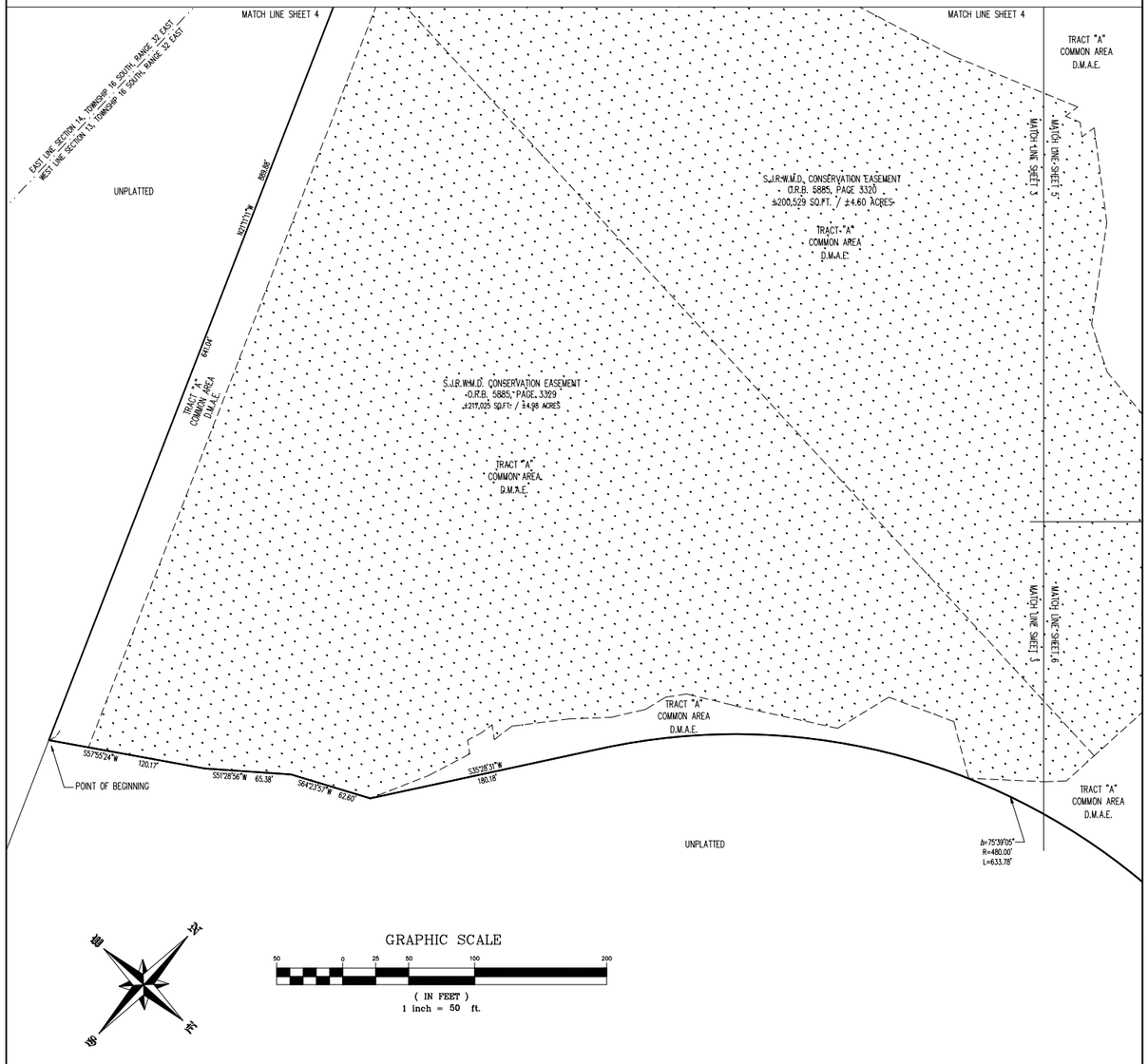
HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

MATCH LINE SHEET 11

ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
P.O.C.	POINT OF COMMENCEMENT	O.R.B.	OFFICIAL RECORDS BOOK		
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LINE TABLE		
LINE	LENGTH	BEARING
L1	1.26	S70°03'05"E
L2	1.26	S70°03'05"E
L3	7.03	N52°04'46"E
L4	7.03	N52°04'46"E
L5	4.24	N51°00'13"E
L6	4.24	N51°00'13"E

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www.sligerassociates.com

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PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#3019.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#6351.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
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16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
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18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 819, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____ OF SAID PUBLIC RECORDS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
20. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. LOTS 115-123 AND THAT PORTION OF TRACT D THAT LIES OUTSIDE OF THE DRAINAGE , MAINTENANCE AND ACCESS EASEMENT (SOUTH OF THE CANAL) SHALL BE SUBJECT TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION RIGHTS AND OBLIGATIONS PER THE SUPPLEMENTAL DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
23. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION AS RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C20	14.88	1850.00	0°27'39"	N51°14'03"E
C21	30.27	340.00	5°06'01"	N85°40'59"W
C22	19.14	215.00	5°06'01"	N85°40'59"W
C23	51.91	165.00	18°01'37"	N79°13'11"W
C24	12.15	40.00	17°24'08"	N42°18'09"E
C25	12.59	40.00	18°01'37"	N79°13'11"W
C26	33.02	1000.00	1°53'31"	N49°30'52"E
C27	33.06	1000.00	1°53'38"	N47°37'17"E
C28	15.43	300.00	2°56'50"	N09°18'19"W
C29	9.00	175.00	2°56'50"	N09°18'19"W
C30	3.06	125.00	1°24'02"	N08°31'35"W
C31	17.47	50.00	20°01'00"	S17°50'24"E
C32	21.19	50.00	24°16'46"	S39°59'17"E
C33	16.41	175.00	5°22'26"	S51°38'31"W
C35	10.33	22.70	26°03'41"	S61°59'09"W
C36	6.72	22.70	16°57'58"	N16°18'53"W
C37	19.50	350.00	3°11'32"	S09°25'40"E
C38	12.54	225.00	3°11'32"	S09°25'40"E

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	9.71	1025.00	0°32'34"	N31°26'51"W
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C35	10.33	22.70	26°03'41"	S81°59'09"W
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LINE TABLE		
LINE	LENGTH	BEARING
L1	1.26	S70°03'05"E
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L3	7.03	N52°04'46"E
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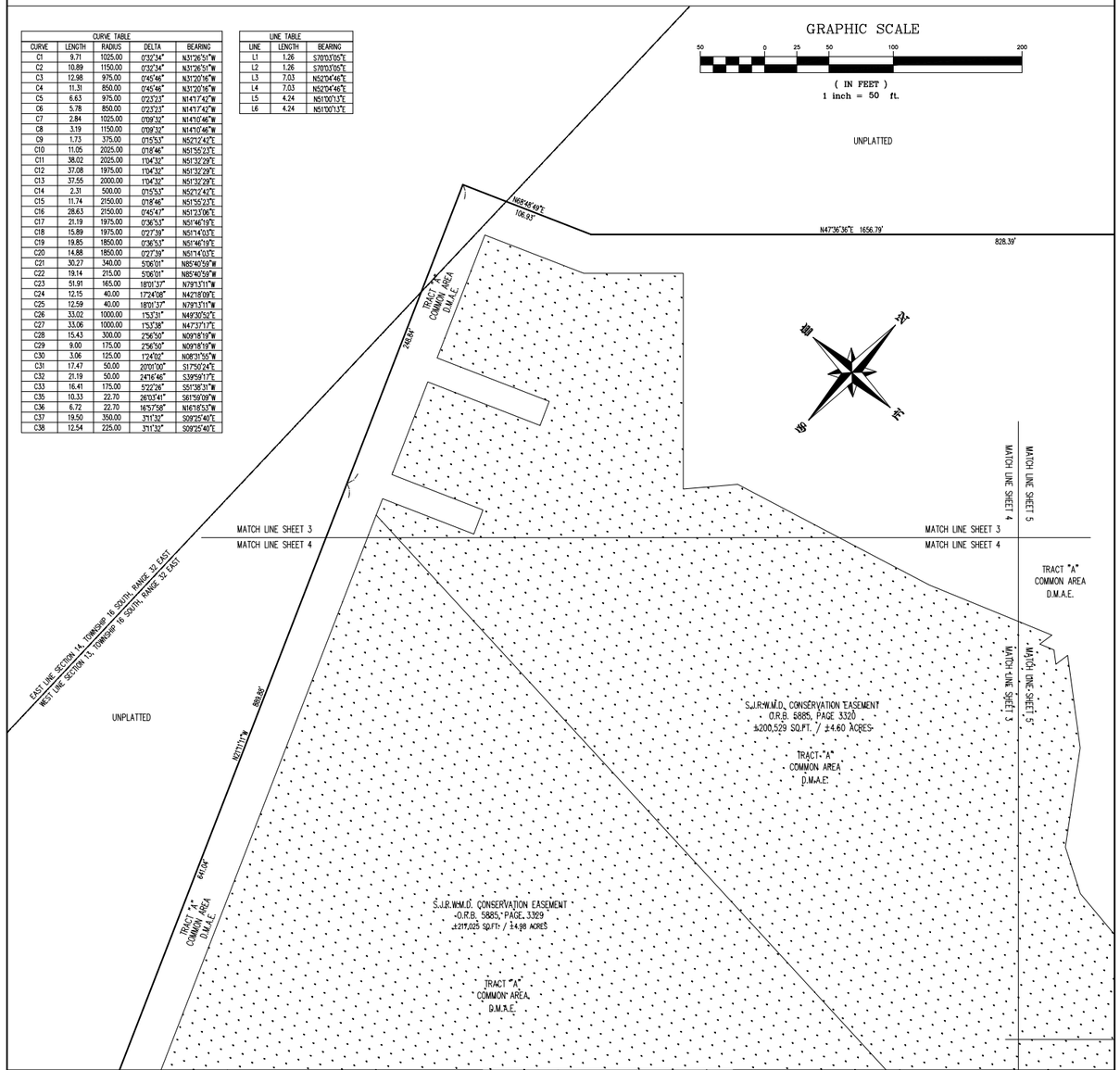

ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
RGE	RANGE	CH	CHORD	LS	LICENSED LAND SURVEYOR
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PLAT BOOK _____ PAGE _____

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   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#6351.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFERR TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.
18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 819, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____, OF SAID PUBLIC RECORDS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
20. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. LOTS 115-123 AND THAT PORTION OF TRACT D THAT LIES OUTSIDE OF THE DRAINAGE , MAINTENANCE AND ACCESS EASEMENT (SOUTH OF THE CANAL) SHALL BE SUBJECT TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION RIGHTS AND OBLIGATIONS PER THE SUPPLEMENTAL DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
23. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION AS RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	9.71	1025.00	0°32'34"	N31°26'51"W
C2	10.89	1150.00	0°32'34"	N31°26'51"W
C3	12.98	975.00	0°45'46"	N31°20'16"W
C4	11.31	850.00	0°45'46"	N31°20'16"W
C5	6.63	975.00	0°23'23"	N14°17'42"W
C6	5.78	850.00	0°23'23"	N14°17'42"W
C7	2.84	1025.00	0°09'32"	N14°10'46"W
C8	3.19	1150.00	0°09'32"	N14°10'46"W
C9	1.73	375.00	0°15'53"	N52°12'42"E
C10	11.05	2025.00	0°18'46"	N51°55'23"E
C11	38.02	2025.00	1°04'39"	N51°33'29"E
C12	37.08	1975.00	1°04'39"	N51°33'29"E
C13	37.55	2000.00	1°04'32"	N51°32'29"E
C14	2.31	500.00	0°15'53"	N52°12'42"E
C15	11.74	2150.00	0°18'46"	N51°55'23"E
C16	28.63	2150.00	0°45'47"	N51°23'06"E
C17	21.19	1975.00	0°36'53"	N51°46'19"E
C18	15.89	1975.00	0°27'39"	N51°41'03"E
C19	19.85	1850.00	0°36'53"	N51°46'19"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C20	14.88	1850.00	0°27'39"	N51°14'03"E
C21	30.27	340.00	5°06'01"	N85°40'59"W
C22	19.14	215.00	5°06'01"	N85°40'59"W
C23	51.91	165.00	18°01'37"	N79°13'11"W
C24	12.15	40.00	17°24'08"	N42°18'09"E
C25	12.59	40.00	18°01'37"	N79°13'11"W
C26	33.02	1000.00	1°53'31"	N49°30'52"E
C27	33.06	1000.00	1°53'36"	N47°37'17"E
C28	15.43	300.00	2°56'50"	N09°18'19"W
C29	9.00	175.00	2°56'50"	N09°18'19"W
C30	3.06	125.00	1°24'02"	N08°31'55"W
C31	17.47	50.00	20°01'00"	S17°50'24"E
C32	21.19	50.00	24°16'46"	S39°59'17"E
C33	16.41	175.00	5°22'26"	S51°38'31"W
C35	10.33	22.70	26°03'41"	S61°59'09"W
C36	6.72	22.70	16°57'58"	N16°18'53"W
C37	19.50	350.00	3°11'32"	S09°25'40"E
C38	12.54	225.00	3°11'32"	S09°25'40"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	1.26	S70°07'05"E
L2	1.26	S70°07'05"E
L3	7.03	N52°04'46"E
L4	7.03	N52°04'46"E
L5	4.24	N51°00'13"E
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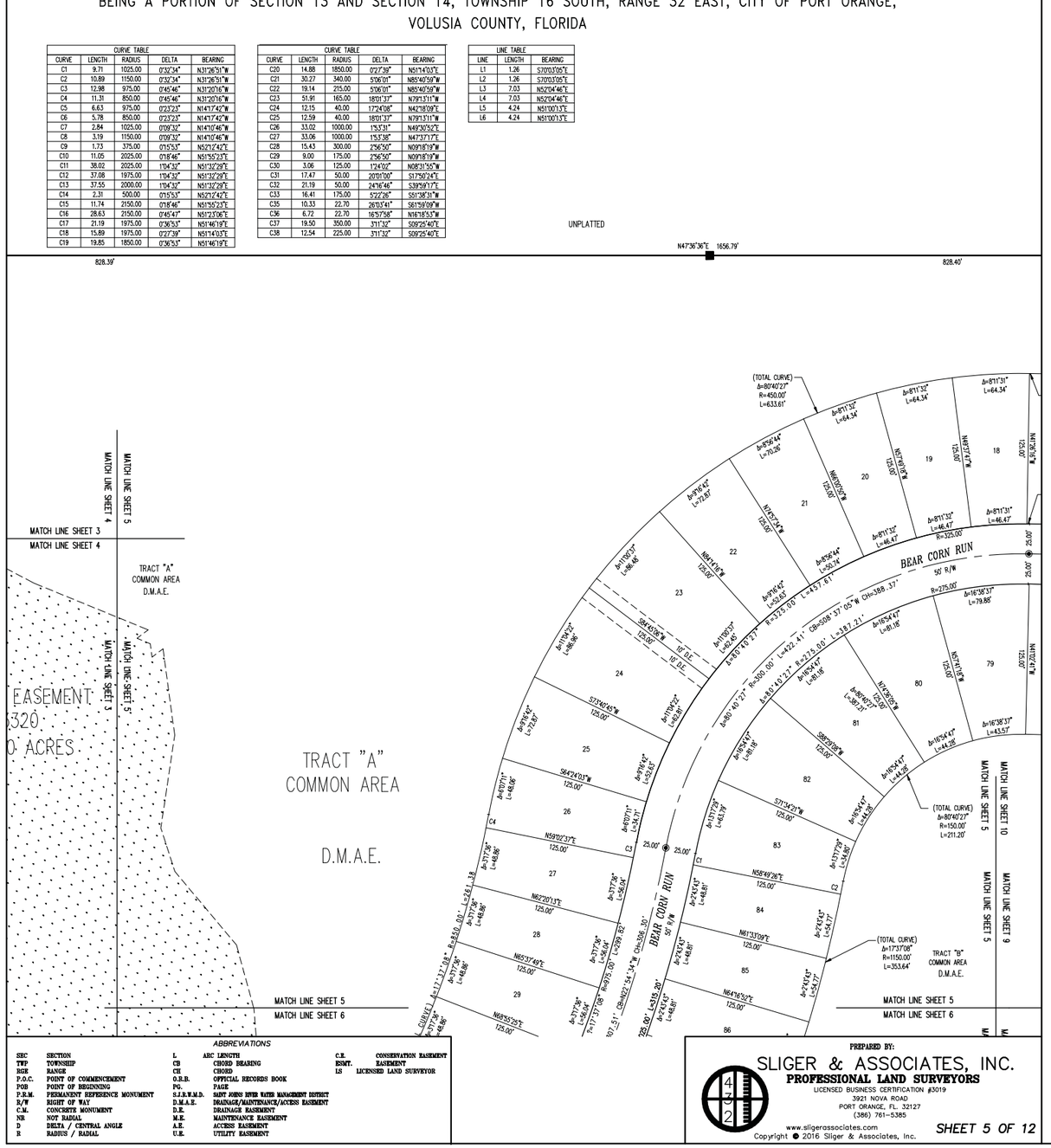

ABBREVIATIONS

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

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

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PLAT BOOK _____ PAGE _____

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GRAPHIC SCALE

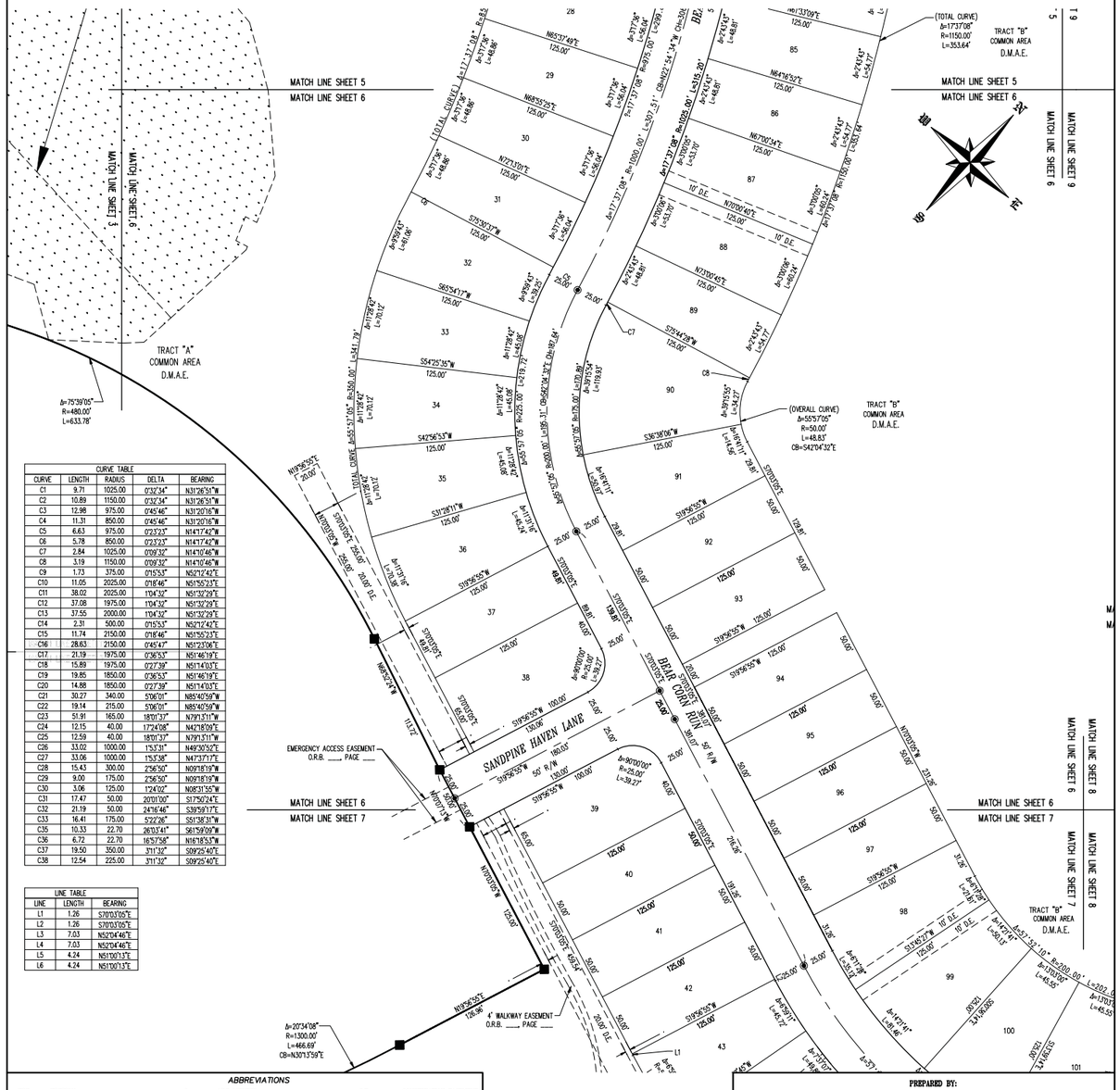
50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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

PLAT BOOK _____ PAGE _____



CURVE TABLE				
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C2	10.89	1150.00	0°32'34"	N31°26'51"W
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LINE TABLE		
LINE	LENGTH	BEARING
L1	1.26	S70°03'05"E
L2	1.26	S70°03'05"E
L3	7.03	N52°04'46"E
L4	7.03	N52°04'46"E
L5	4.24	N51°00'13"E
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ABBREVIATIONS

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

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#3019.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#6351.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK
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3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
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11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
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15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
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GRAPHIC SCALE

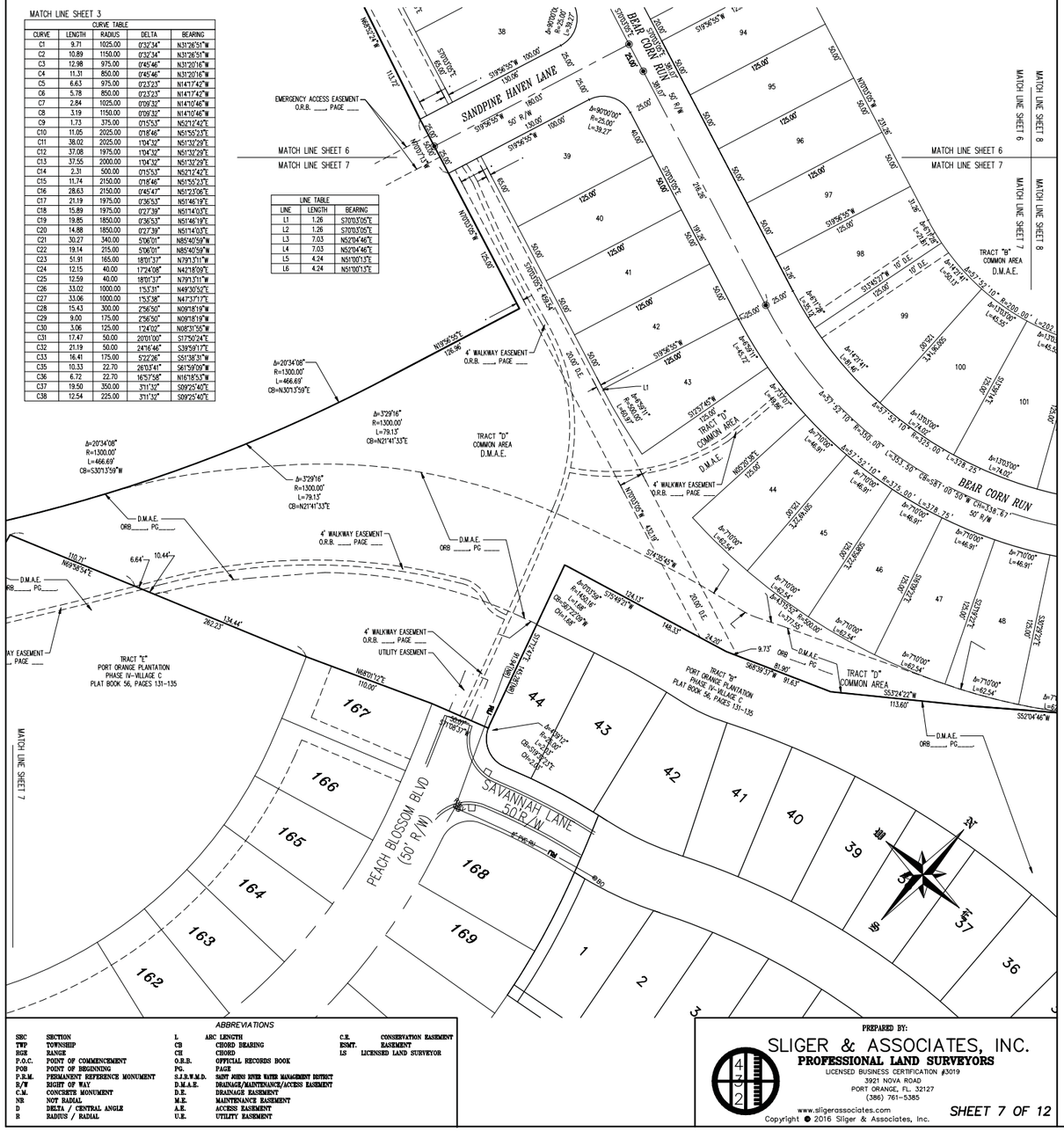
50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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

PLAT BOOK _____ PAGE _____



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GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
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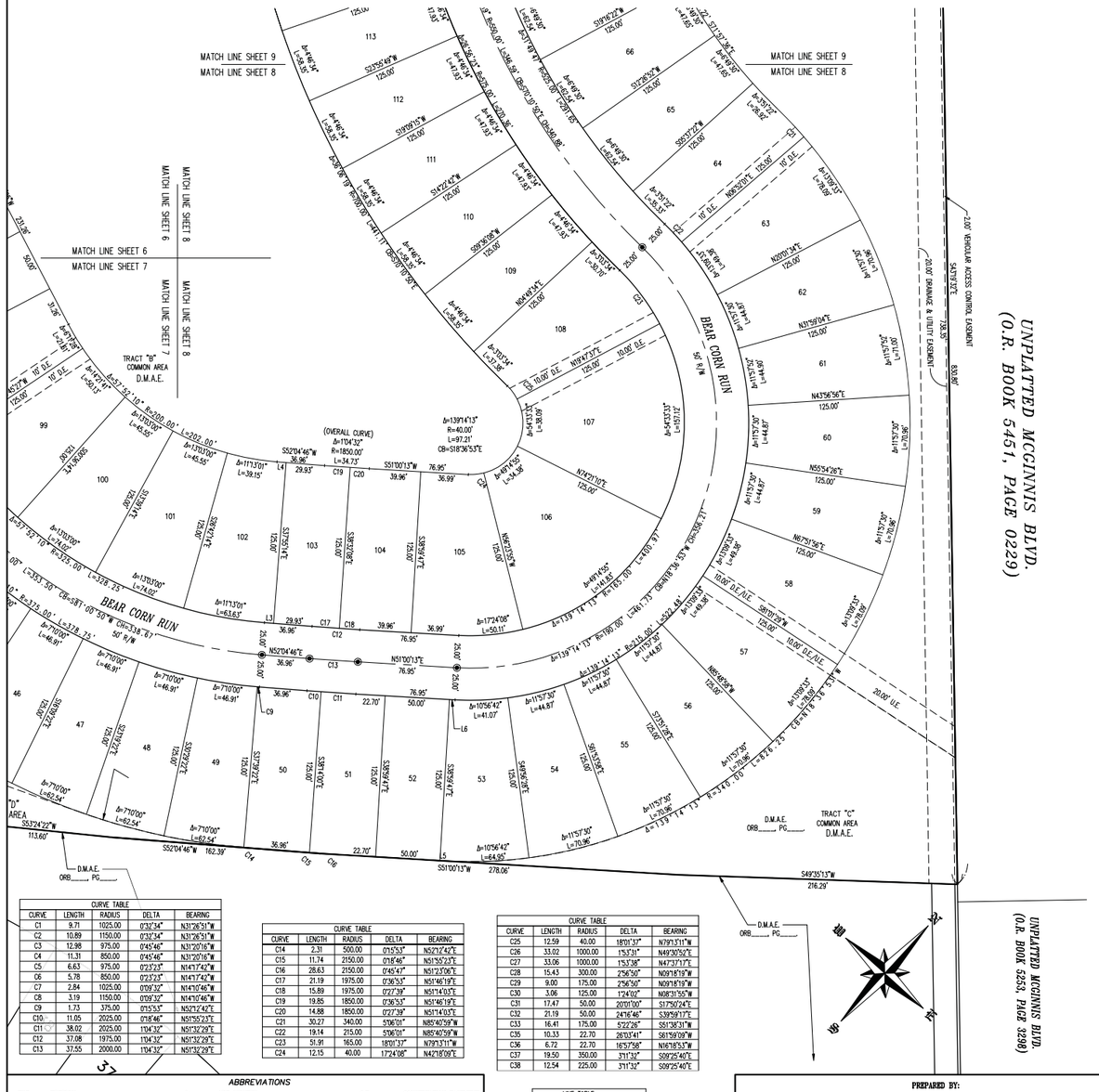
HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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



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

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C14	2.31	500.00	0°15'53"	N52°12'42"E
C15	11.74	2150.00	0°18'46"	N51°55'23"E
C16	28.63	2150.00	0°45'41"	N51°23'06"E
C17	21.19	1975.00	0°36'53"	N51°46'19"E
C18	15.89	1975.00	0°27'39"	N51°14'03"E
C19	19.85	1850.00	0°36'53"	N51°46'19"E
C20	14.88	1850.00	0°27'39"	N51°14'03"E
C21	30.27	340.00	5°06'01"	N85°40'59"W
C22	19.14	215.00	5°06'01"	N85°40'59"W
C23	51.91	165.00	18°01'37"	N79°31'11"W
C24	12.15	40.00	17°24'08"	N42°18'09"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C25	12.59	40.00	18°01'37"	N79°31'11"W
C26	33.02	1000.00	1°53'31"	N49°30'52"E
C27	33.06	1000.00	1°53'36"	N47°37'17"E
C28	15.43	300.00	2°56'50"	N09°18'19"W
C29	9.00	175.00	2°56'50"	N09°18'19"W
C30	3.06	125.00	1°24'02"	N08°31'35"W
C31	17.47	50.00	20°01'00"	S17°50'24"E
C32	21.19	50.00	24°16'46"	S39°59'17"E
C33	16.41	175.00	5°22'26"	S51°38'31"W
C35	10.33	22.70	26°03'41"	S81°59'09"W
C36	6.72	22.70	16°57'58"	N16°18'53"W
C37	19.50	350.00	3°11'32"	S09°25'40"E
C38	12.54	225.00	3°11'32"	S09°25'40"E

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

ABBREVIATIONS

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SHEET 8 OF 12

PLAT BOOK _____ PAGE _____

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4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.
18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 819, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____ OF SAID PUBLIC RECORDS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
20. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. LOTS 115-123 AND THAT PORTION OF TRACT D THAT LIES OUTSIDE OF THE DRAINAGE , MAINTENANCE AND ACCESS EASEMENT (SOUTH OF THE CANAL) SHALL BE SUBJECT TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION RIGHTS AND OBLIGATIONS PER THE SUPPLEMENTAL DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
23. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION AS RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

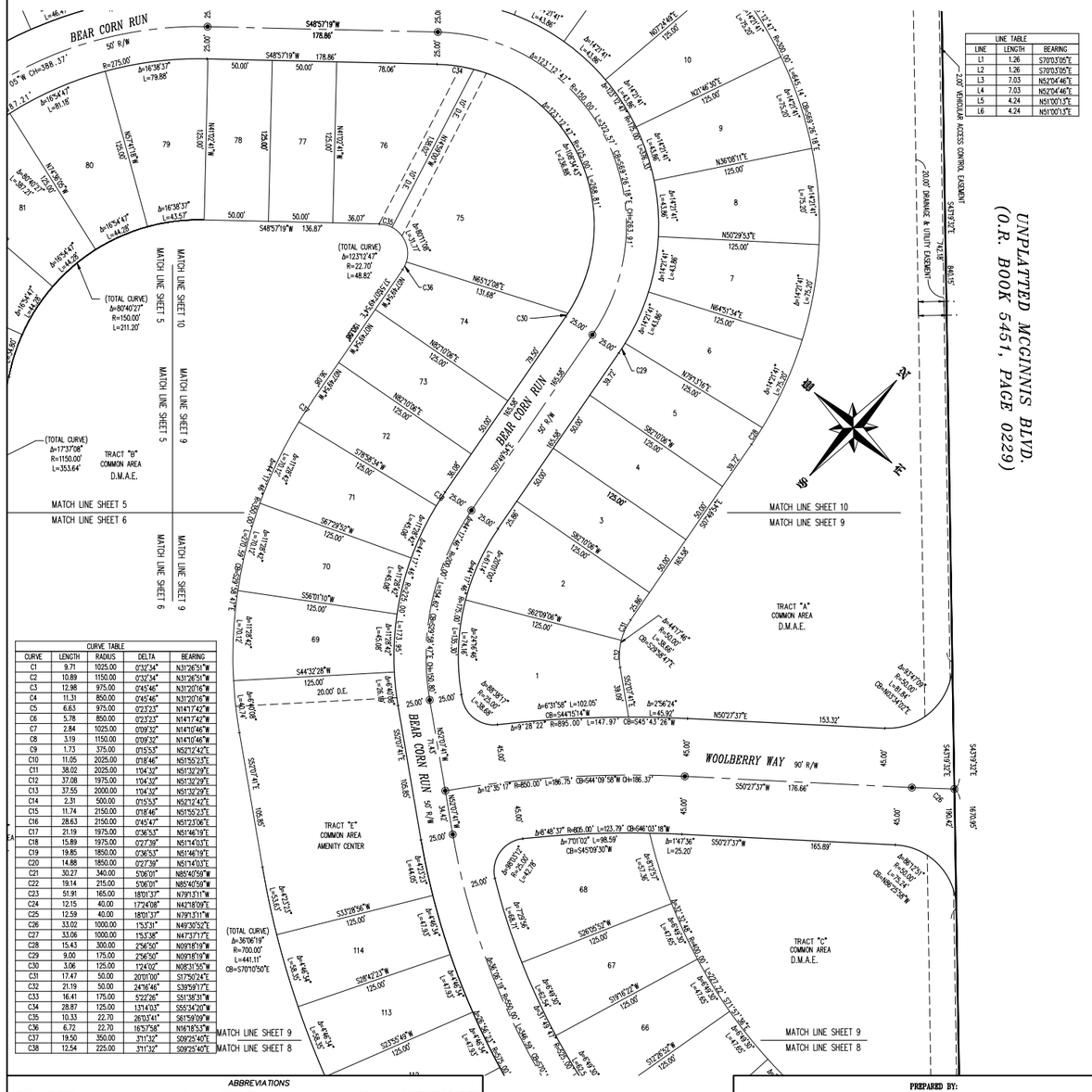
GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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


BEAR CORN RUN
50' R/W
S48°57'19"W 178.86'
WOOLBERRY WAY 90' R/W
S50°27'37"W 176.66'
BEAR CORN RUN 50' R/W
TRACT "A" COMMON AREA D.M.A.E.
TRACT "B" COMMON AREA D.M.A.E.
TRACT "C" COMMON AREA D.M.A.E.
TRACT "E" COMMON AREA AMENITY CENTER
20.00' VEHICULAR ACCESS CONTROL EASEMENT
20.00' DRAINAGE & UTILITY EASEMENT
UNPLATTED MCGINNIS BLVD. (O.R. BOOK 5451, PAGE 0229)
MATCH LINE SHEET 5
MATCH LINE SHEET 6
MATCH LINE SHEET 9
MATCH LINE SHEET 10
MATCH LINE SHEET 8
(TOTAL CURVE) Δ=87°40'27" R=150.00' L=211.20'
(TOTAL CURVE) Δ=123°12'47" R=22.70' L=48.82'
(TOTAL CURVE) Δ=17°37'08" R=1150.00' L=353.64'
(TOTAL CURVE) Δ=30°06'19" R=700.00' L=441.11' CB=S70°10'50"E
S44°32'28"W 125.00'
20.00' D.E.
S56°01'10"W 125.00'
S67°09'06"W 125.00'
S78°08'43"W 125.00'
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N35°24'29"E 125.00'
N26°21'06"E 125.00'
N17°17'43"E 125.00'
N08°14'20"E 125.00'
N00°54'15"W 125.00'
N08°50'52"W 125.00'
N17°47'29"W 125.00'
N26°44'06"W 125.00'
N35°40'43"W 125.00'
N44°37'20"W 125.00'
N53°33'57"W 125.00'
N62°30'34"W 125.00'
N71°27'11"W 125.00'
N80°23'48"W 125.00'
S89°20'25"W 125.00'
S80°17'02"W 125.00'
S71°13'39"W 125.00'
S62°10'16"W 125.00'
S53°06'53"W 125.00'
S44°03'30"W 125.00'
S35°00'07"W 125.00'
S25°56'44"W 125.00'
S16°53'21"W 125.00'
S07°49'58"W 125.00'
S00°10'53"E 125.00'
S08°47'30"E 125.00'
S17°44'07"E 125.00'
S26°40'44"E 125.00'
S35°37'21"E 125.00'
S44°33'58"E 125.00'
S53°30'35"E 125.00'
S62°27'12"E 125.00'
S71°23'49"E 125.00'
S80°20'26"E 125.00'
S89°17'03"E 125.00'
N81°13'40"E 125.00'
N72°10'17"E 125.00'
N63°06'54"E 125.00'
N54°03'31"E 125.00'
N45°00'08"E 125.00'
N35°56'45"E 125.00'
N26°53'22"E 125.00'
N17°49'59"E 125.00'
N08°46'36"E 125.00'
N00°27'31"W 125.00'
N08°24'08"W 125.00'
N17°20'45"W 125.00'
N26°17'22"W 125.00'
N35°13'59"W 125.00'
N44°10'36"W 125.00'
N53°07'13"W 125.00'
N62°03'50"W 125.00'
N71°00'27"W 125.00'
N79°57'04"W 125.00'
S88°53'41"W 125.00'
S79°50'18"W 125.00'
S70°46'55"W 125.00'
S61°43'32"W 125.00'
S52°40'09"W 125.00'
S43°36'46"W 125.00'
S34°33'23"W 125.00'
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S16°26'37"W 125.00'
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S17°58'23"E 125.00'
S26°56'00"E 125.00'
S35°53'37"E 125.00'
S44°51'14"E 125.00'
S53°48'51"E 125.00'
S62°46'28"E 125.00'
S71°44'05"E 125.00'
S80°41'42"E 125.00'
S89°39'19"E 125.00'
N81°36'56"E 125.00'
N72°34'33"E 125.00'
N63°32'10"E 125.00'
N54°29'47"E 125.00'
N45°27'24"E 125.00'
N36°25'01"E 125.00'
N27°22'38"E 125.00'
N18°20'15"E 125.00'
N09°17'52"E 125.00'
N00°19'47"W 125.00'
N07°16'24"W 125.00'
N16°13'01"W 125.00'
N25°09'38"W 125.00'
N34°06'15"W 125.00'
N43°02'52"W 125.00'
N51°59'29"W 125.00'
N60°56'06"W 125.00'
N69°52'43"W 125.00'
N78°49'20"W 125.00'
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S29°15'16"W 125.00'
S20°10'53"W 125.00'
S11°06'30"W 125.00'
S02°02'07"W 125.00'
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S16°04'25"E 125.00'
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S43°14'34"E 125.00'
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N82°25'08"E 125.00'
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N64°12'26"E 125.00'
N55°06'05"E 125.00'
N45°59'44"E 125.00'
N36°53'23"E 125.00'
N27°47'02"E 125.00'
N18°40'41"E 125.00'
N09°34'20"E 125.00'
N00°27'

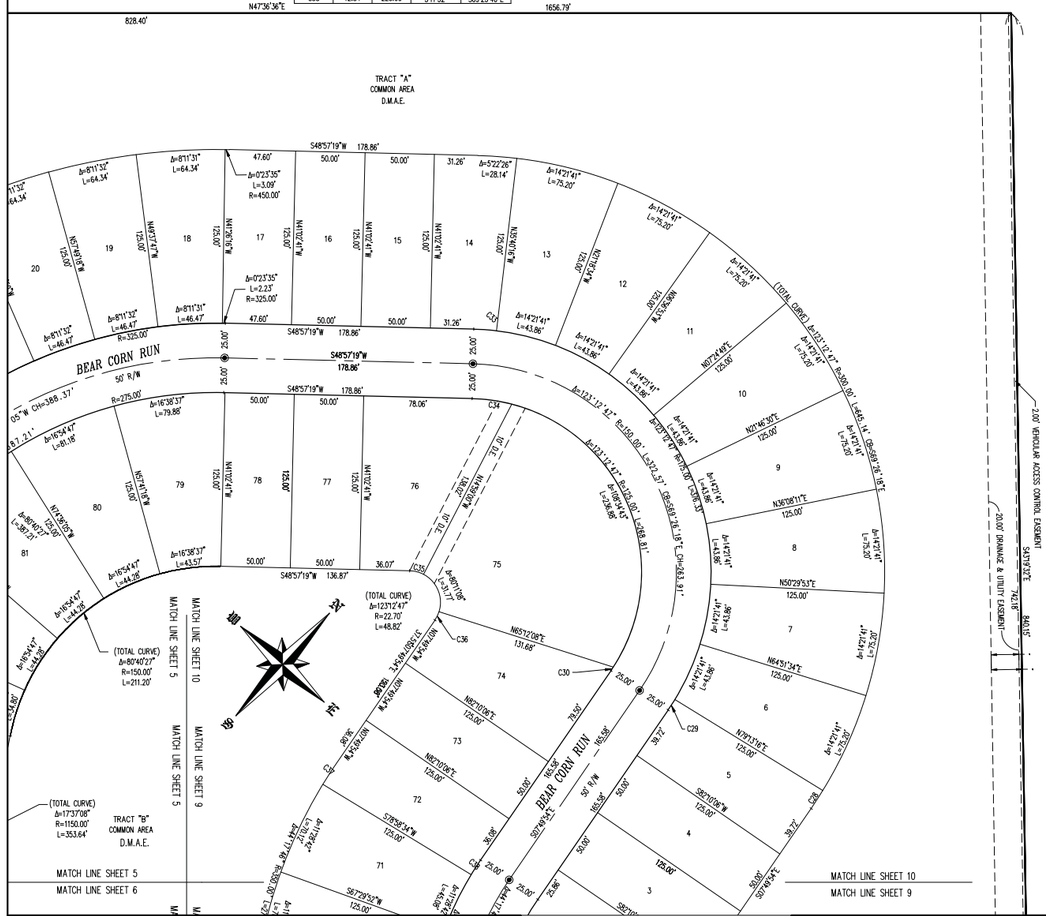
HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	9.71	1025.00	0°32'34"	N31°26'51"W
C2	10.89	1150.00	0°32'34"	N31°26'51"W
C3	12.98	975.00	0°45'46"	N31°20'16"W
C4	11.31	850.00	0°45'46"	N31°20'16"W
C5	6.63	975.00	0°23'23"	N14°17'42"W
C6	5.78	850.00	0°23'23"	N14°17'42"W
C7	2.84	1025.00	0°09'32"	N14°01'46"W
C8	3.19	1150.00	0°09'32"	N14°01'46"W
C9	1.73	375.00	0°15'53"	N52°12'42"E
C10	11.05	2025.00	0°18'46"	N51°56'23"E
C11	38.02	2025.00	1°04'32"	N51°32'29"E
C12	37.08	1975.00	1°04'32"	N51°32'29"E
C13	37.55	2000.00	1°04'32"	N51°32'29"E
C14	2.31	500.00	0°15'53"	N52°12'42"E
C15	11.74	2150.00	0°18'46"	N51°56'23"E
C16	28.63	2150.00	0°45'47"	N51°23'06"E
C17	21.19	1975.00	0°36'53"	N51°46'19"E
C18	15.89	1975.00	0°27'39"	N51°14'03"E
C19	19.85	1850.00	0°36'53"	N51°46'19"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C20	14.88	1850.00	0°27'39"	N51°14'03"E
C21	30.27	340.00	5°06'01"	N85°40'59"W
C22	19.14	215.00	5°06'01"	N85°40'59"W
C23	51.91	165.00	18°01'37"	N79°13'11"W
C24	12.15	40.00	17°24'08"	N42°18'09"E
C25	12.59	40.00	18°01'37"	N79°13'11"W
C26	33.02	1000.00	1°53'31"	N49°30'52"E
C27	33.06	1000.00	1°53'38"	N47°37'17"E
C28	15.43	300.00	2°56'50"	N09°18'19"W
C29	9.00	175.00	2°56'50"	N09°18'19"W
C30	3.06	125.00	1°24'02"	N08°31'55"W
C31	17.47	50.00	20°01'00"	S17°56'24"E
C32	21.19	50.00	24°16'46"	S39°59'17"E
C33	16.41	175.00	5°22'26"	S51°38'31"W
C34	28.87	125.00	13°14'03"	S55°34'20"W
C35	10.33	22.70	26°03'41"	S61°59'09"W
C36	6.72	22.70	16°57'56"	N16°18'53"W
C37	19.50	350.00	3°11'32"	S09°25'46"E
C38	12.54	225.00	3°11'32"	S09°25'46"E

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



PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#3019.
   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#6351.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.
18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 819, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____, OF SAID PUBLIC RECORDS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
20. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. LOTS 115-123 AND THAT PORTION OF TRACT D THAT LIES OUTSIDE OF THE DRAINAGE , MAINTENANCE AND ACCESS EASEMENT (SOUTH OF THE CANAL) SHALL BE SUBJECT TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION RIGHTS AND OBLIGATIONS PER THE SUPPLEMENTAL DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
23. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION AS RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ABBREVIATIONS

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

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

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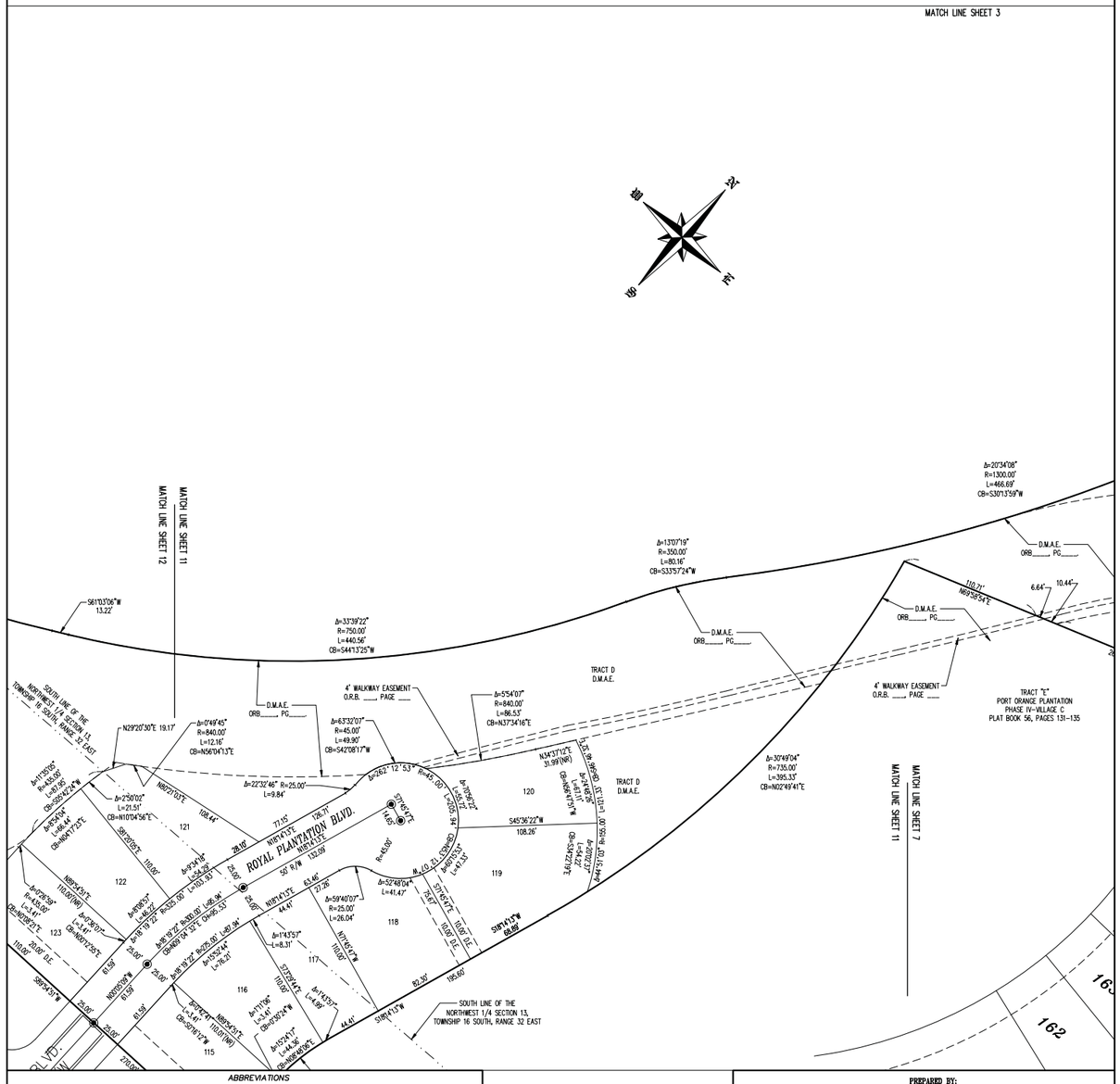
GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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



ABBREVIATIONS

SEC	SECTION	L	ARC LENGTH	C.E.	CONSERVATION EASEMENT
TWP	TOWNSHIP	CB	CHORD BEARING	ESMT.	EASEMENT
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   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT W/ DISK LB#6351.
   ◉ DENOTES PERMANENT CONTROL POINT (PCP) NAIL AND DISK
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3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
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5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 167, PORT ORANGE PLANTATION, PHASE II REPLAT AS RECORDED IN MAP BOOK 55, PAGES 119-122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING S68°01'12"W.
8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. THE COMMON AREAS GRANTED TO HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
12. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
13. THE ARTICLES OF INCORPORATION FOR HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. BUILDING SETBACK REQUIREMENTS:
    FRONT = 25 FEET
    REAR = 20 FEET
    SIDE = LOTS ≤ 65' = 5 FEET
    LOTS > 65' = 7.5 FEET
    SIDE CORNER = 20 FEET

    MINIMUM OPEN SPACE = 40%
    MAXIMUM BUILDING COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 36 FEET
15. RETENTION AREAS/COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER/GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
16. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORM WATER FROM ADJOINING, OFF-SITE DEDICATED RIGHT OF WAYS.
17. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN RUSHWOOD DRIVE.
18. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF RECIPROCAL CROSS EASEMENTS RECORDED IN O.R. BOOK 5835, PAGE 819, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AS AMENDED AND RESTATED IN O.R. BOOK _____, PAGE _____ OF SAID PUBLIC RECORDS.
19. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF MEMORANDUM OF AGREEMENT RECORDED IN O.R. BOOK 5116, PAGE 4186, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
20. WHENEVER CONSERVATION EASEMENTS OR DRAINAGE, RETENTION AND MAINTENANCE EASEMENTS ARE WITHIN A LOT, NO FENCES OR OTHER STRUCTURES ARE PERMITTED WITHIN THE EASEMENT.
21. HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AMENDED AND RESTATED PERPETUAL DRAINAGE EASEMENT FOR THE CANAL, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
22. LOTS 115-123 AND THAT PORTION OF TRACT D THAT LIES OUTSIDE OF THE DRAINAGE , MAINTENANCE AND ACCESS EASEMENT (SOUTH OF THE CANAL) SHALL BE SUBJECT TO THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION RIGHTS AND OBLIGATIONS PER THE SUPPLEMENTAL DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
23. THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAWKS PRESERVE AT PORT ORANGE PLANTATION HOMEOWNERS ASSOCIATION AS RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

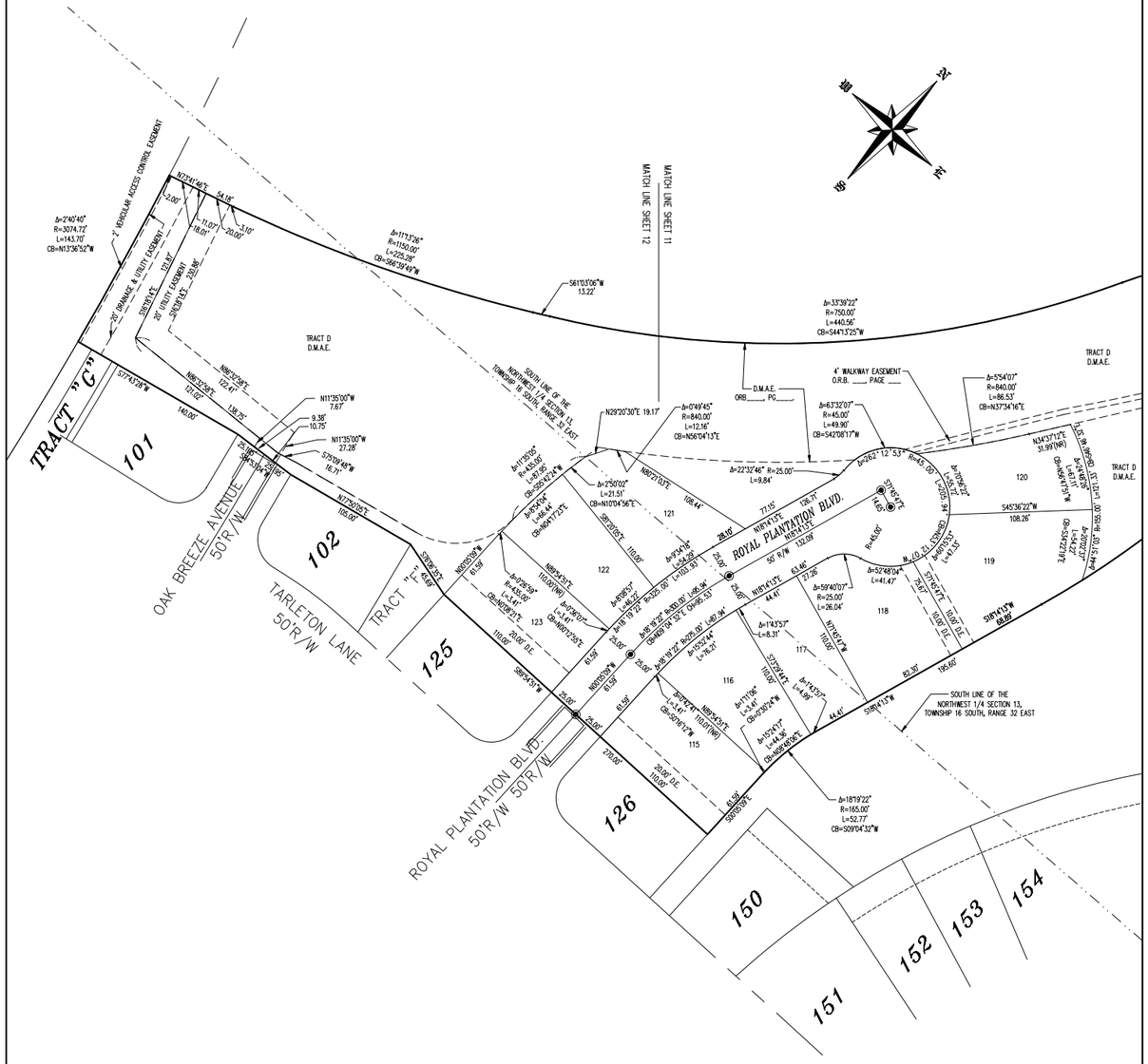
GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

HAWKS PRESERVE AT PORT ORANGE PLANTATION - PHASE I

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


TRACT "G"
101
102
TRACT "F"
125
126
150
151
152
153
154
OAK BREEZE AVENUE 50'R/W
TARLETON LANE 50'R/W
ROYAL PLANTATION BLVD. 50'R/W
ROYAL PLANTATION BLVD.
TRACT D D.M.A.E.
4' WOVEN WIRE ACCESS CONTROL EASEMENT
20' DRAINAGE & UTILITY EASEMENT
20' UTILITY EASEMENT
MATCH LINE SHEET 11
MATCH LINE SHEET 12
SOUTH LINE OF THE NORTHWEST 1/4, SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST
SOUTH LINE OF THE NORTHWEST 1/4 SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST
4' WALKWAY EASEMENT O.R.B. ____ PAGE ____
D.M.A.E. ORB____ PG____
S61°03'06"W 13.22'
Δ=2°40'40" R=3074.72' L=143.70' CB=N13°36'52"W
Δ=11°53'26" R=1153.00' L=239.28' CB=S89°39'49"W
Δ=33°39'22" R=750.00' L=440.56' CB=S44°13'25"W
Δ=5°54'07" R=840.00' L=86.53' CB=N37°34'16"E
Δ=63°32'07" R=45.00' L=49.90' CB=S42°08'17"W
Δ=0°49'45" R=840.00' L=12.16' CB=N56°04'13"E
Δ=22°32'46" R=25.00' L=9.84'
Δ=2°50'02" L=21.51' CB=N10°04'56"E
Δ=52°48'04" L=41.47'
Δ=59°40'07" R=25.00' L=26.04'
Δ=18°19'22" R=165.00' L=52.77' CB=S09°04'32"W
S74°41'46"E 54.18'
S77°43'28"W 140.05'
N77°30'05"E 106.00'
S70°09'45"W 76.71'
N11°35'00"W 27.28'
N11°35'00"W 7.67'
9.38'
10.75'
N29°20'30"E 19.17'
N80°07'03"E 108.44'
S77°43'28"W 77.15'
N18°43'15"E 126.71'
N18°43'15"E 132.09'
S45°36'22"W 108.26'
S18°43'15"W 68.89'
S18°43'15"W 82.35'
S18°43'15"W 185.60'
N71°16'45"W 110.00'
N18°43'15"E 44.61'
N18°43'15"E 63.46'
N18°43'15"E 27.28'
S71°16'45"E 110.00'
S77°43'28"E 110.00'
N77°43'28"W 110.00'
N71°16'45"W 110.00'
S71°16'45"E 110.00'
N18°43'15"E 44.61'
S18°43'15"W 44.61'
N71°16'45"W 110.00'
S71°16'45"E 110.00'
N71°16'45"W 110.00'
S71°16'45"E 110.00'
N71°16'45"W 110.00'
S71°16'45"E 110.00'
S71°16'45"E 110.00'
N71°16'45"W 110.00'
S71°16'45"E 110.00'
N71°16'45"W 110.00'
S71°16'45"E 110.00'
N71°16'45"W

HAWKS PRESERVE AT
PORT ORANGE PLANTATION - PHASE I

CITY OF PORT ORANGE VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

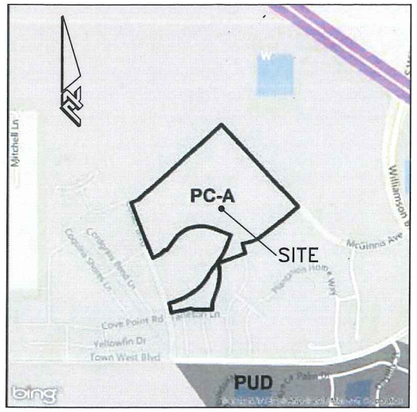
CITY PROJECT ID: 14-520000001

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

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

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

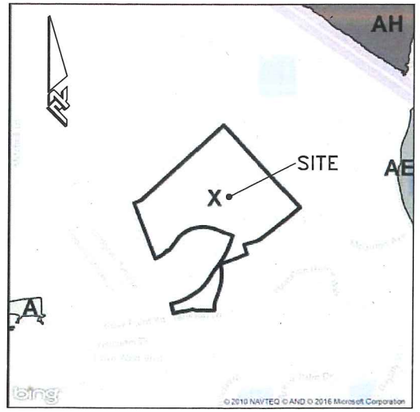
SURVEYOR: SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL., 32127
(386) 761-5385
(386) 760-0619 (FAX)
CONTACT: JOE ZAPERT, R.L.S.



ZONING & VICINITY MAP

SCALE: 1" = 1000'

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



FLOOD MAP

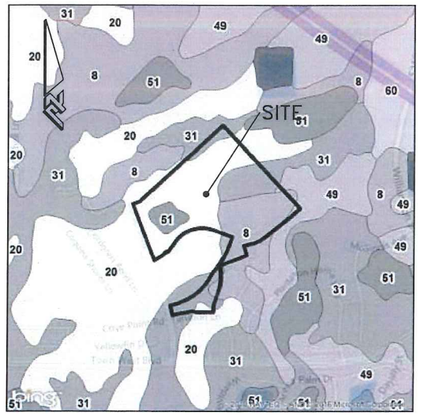
SCALE: 1" = 1000'

FLOOD ZONE LEGEND:

ZONE X AREA OUTSIDE 500 YR. FLOODPLAIN

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

PANEL # 12127C0506 H EFFECTIVE DATE FEBRUARY 19, 2014



SOILS MAP

SCALE: 1" = 1000'

SOIL LEGEND:

8	BASINGER
20	EUGALLIE
31	MALABAR
49	POMONA
51	POMONA

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

LEGAL DESCRIPTION:

DESCRIPTION:

A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF TRACT "D", PORT ORANGE PLANTATION PHASE II REPLAT, AS RECORDED IN PLAT BOOK 56, PAGES 119 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ON THE EASTERLY RIGHT OF WAY LINE OF CORACI BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5700, PAGE 1433, SAID PUBLIC RECORDS AND BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 02°40'40" AND A CHORD BEARING OF N13°35'52"W; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 143.70 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE N73°41'46"E, 54.18 FEET; THENCE N72°15'32"E, 15.70 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 11°37'26"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 233.28 FEET; THENCE N83°03'06"E, 13.22 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 750.00 FEET AND A CENTRAL ANGLE OF 33°38'22"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 440.36 FEET TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 13°17'15", THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 80.16 FEET TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1300.00 FEET AND A CENTRAL ANGLE OF 20°34'08"; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 466.69 FEET; THENCE N19°56'55"E, 126.96 FEET; THENCE N70°03'05"W, 125.00 FEET; THENCE N70°07'13"W, 50.00 FEET; THENCE N68°52'24"W, 113.72 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 480.00 FEET AND CENTRAL ANGLE OF 75°36'05", THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 633.78 FEET; THENCE S37°28'31"W, 180.18 FEET; THENCE S84°22'57"W, 62.60 FEET; THENCE S51°25'58"W, 65.38 FEET; THENCE S57°55'24"W, 120.17 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID CORACI BOULEVARD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N21°11'11"W, 898.88 FEET TO THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6340, PAGE 2450, SAID PUBLIC RECORDS; THENCE DEPART SAID RIGHT OF WAY LINE N68°48'48"E ALONG SAID NORTHERLY LINE, 1016.93 FEET; THENCE CONTINUE ALONG SAID NORTHERLY LINE N47°36'36"E, 1656.79 FEET TO THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5451, PAGE 0228, SAID PUBLIC RECORDS; THENCE S43°19'32"E ALONG SAID WESTERLY LINE, 1670.95; THENCE DEPARTING SAID WESTERLY LINE, S49°35'13"W, 216.29 FEET; THENCE S51°01'17"W, 278.08 FEET; THENCE S52°04'48"W, 162.39 FEET; THENCE S53°47'22"W, 113.60 FEET; THENCE S85°35'37"W, 91.63 FEET; THENCE S75°49'27"W, 148.33 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1450.16 FEET AND CENTRAL ANGLE OF 07°03'56"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 1.68 FEET; THENCE S17°12'47"E, 145.28 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND CENTRAL ANGLE OF 04°38'12"; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 2.03 FEET TO THE NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT AS RECORDED IN PLAT BOOK 56, PAGES 119-122, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF PEACH BLOSSOM BOULEVARD, A 50' RIGHT OF WAY, PER SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE ALONG SAID NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT, S71°08'37"W, 50.07 FEET TO THE NORTHEAST CORNER OF LOT 167 AND THE WEST RIGHT OF WAY LINE OF SAID PEACH BLOSSOM BOULEVARD; THENCE CONTINUING ALONG THE NORTH LINE OF SAID LOT 167, PORT ORANGE PLANTATION PHASE II REPLAT, S88°01'12"W, 110.00 FEET TO THE NORTHEAST CORNER OF TRACT E, SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE S89°56'54"W ALONG THE NORTHERLY LINE OF SAID TRACT E, 262.23 FEET TO THE WESTERLY LINE OF TRACT "E", SAID PORT ORANGE PLANTATION PHASE II REPLAT AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF 30°46'04" AND A CHORD BEARING S02°46'47"W; THENCE SOUTHERLY ALONG THE BOUNDARY OF SAID PORT ORANGE PLANTATION PHASE II REPLAT AND ALONG THE ARC OF SAID CURVE, 395.03 FEET; THENCE S18°16'13"W ALONG SAID BOUNDARY, 195.60 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 18°19'22"; THENCE SOUTHERLY ALONG SAID BOUNDARY AND ALONG THE ARC OF SAID CURVE, 52.77 FEET; THENCE S00°03'09"E ALONG SAID BOUNDARY, 61.59 FEET; THENCE S89°54'51"W ALONG SAID BOUNDARY, 270.00 FEET; THENCE N76°08'35"W ALONG SAID BOUNDARY, 45.69 FEET; THENCE S77°50'05"W ALONG SAID BOUNDARY, 105.00 FEET; THENCE S84°53'04"W ALONG SAID BOUNDARY, 50.39 FEET; THENCE S77°43'28"W ALONG SAID BOUNDARY, 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 63.410 ACRES MORE OR LESS.

SITE DATA

TOTAL PHASE 1 SITE AREA:	70.180 AC.
PHASE 1 PROJECT DISTURBED AREA:	63.410 AC.
TOTAL R/W AREA:	4.490 AC.
TOTAL LOT AREA:	19.180 AC.
TOTAL COMMON OPEN SPACE AREA:	*39.740 AC.

*INCLUDES:
- RETENTION POND AREA: 13.79 AC.
- CONSERVATION AREA: 4.98 AC.
- DITCH & CANAL AREA: 7.09 AC.
  - (Includes:
    - Canal within Village C units-2.64 AC
    - Canal within Port Orange Plantation Limits-0.15 AC
    - Area within Phase 1-4.30 AC)

MINIMUM LOT SIZE:	50' X 115' (5,750 SF) - VILLAGE A-B (114 LOTS)
MINIMUM LOT SIZE:	50' X 110' (5,500 SF) - VILLAGE E (9 LOTS)
TOTAL NUMBER OF LOTS:	123 LOTS
AVERAGE LOT SIZE:	7490 SF

VARIANCE REQUESTS

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

RECEIVED
MAY 06 2016
CITY OF PORT ORANGE
Community Development

REVISED

SHEET INDEX

C1	COVER SHEET
C2-C3	CONSTRUCTION NOTES
C4	EROSION CONTROL PLAN
C5	OVERALL DEVELOPMENT PLAN

VILLAGE A & B

C6	GEOMETRY PLAN
C7	OVERALL DRAINAGE PLAN
C8-10	PAVING, GRADING & DRAINAGE PLAN
C11	STORMWATER STRUCTURE TABLE
C12	OVERALL UTILITY PLAN
C13-15	UTILITY PLAN
C16	SANITARY SEWER STRUCTURE TABLE
C17	PLAN & PROFILE-RUSHWOOD DRIVE
C18-20	PLAN & PROFILE-BEAR CORN RUN
C21	PLAN & PROFILE-BEAR CORN LANE & SANDPINE HAVEN LANE
C22-23	PLAN & PROFILE-McGINNIS AVE.
C24	CROSS SECTIONS

VILLAGE E

C25	GEOMETRY PLAN
C26	OVERALL DRAINAGE PLAN
C27	PAVING, GRADING, AND DRAINAGE PLAN
C28	OVERALL UTILITY PLAN
C29	UTILITY PLAN
C30	PLAN & PROFILE - ROYAL PLANTATION BLVD
C31	CROSS SECTION

PHASE 1

C32-36	CONSTRUCTION DETAILS
HA1	HARDSCAPE PLAN & DETAILS
TP1	TREE PROTECTION PLAN & DETAILS
LA1-12	LANDSCAPE PLAN & DETAILS
IR1-13	IRRIGATION PLAN & DETAILS
OS1	OPEN SPACE EXHIBIT

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

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1475 U.S. 1 S., PLAZA 5 STE # 601, ST. AUGUSTINE, FL. 32086
(904) 797-1610 FAX (904) 797-4159

AMELIA ISLAND
1314 ATLANTIC AVE., STE #2-2, FERNANDINA BCH., FL. 32034
(904) 491-4436 FAX (904) 797-4159

NO.	DATE	REVISIONS:	BY
1	7/27/15	REVISED PER CITY COMMENTS DATED 12/12/14	RM/ON
2	7/27/15	REVISED STREET NAMES & STABILIZED ACCESS	RM/ON
3	7/27/15	REVISED PER CITY COMMENTS DATED 03/27/15	RM/ON
4	7/27/15	REVISED PER CITY COMMENTS DATED 03/27/15	RM/ON
5	11/27/15	PER CLIENT DIRECTION	RM/ON
6	1/27/16	REVISED PER CITY COMMENTS DATED 03/16/16	RM/ON
7	7/27/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RM/ON

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

PROJECT NO: 09066
ISSUE DATE: 4-18-16
DESIGNED BY: MLA/RMH
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 09066COV-A-B
XREFS: 09066TBS-A-B
JOB NO:

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C1 OF 36

GENERAL NOTES:

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

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

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

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

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

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

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

STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES:

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

1. ALL STORM SEWERS AND CULVERTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE CLASS III REINFORCED CONCRETE PIPE. OUTSIDE OF ROADWAY EASEMENTS AND R.O.W., PIPE MAY BE MADE OF ALTERNATE MATERIALS INCLUDING:
    A. SMOOTH INNER WALL HIGH DENSITY POLYETHYLENE (HDPE) IN ACCORDANCE WITH AASHTO M-294, AASHTO MP7, ASTM D3350 AND ASTM D2412 FOR SIZES UP TO 42" IN DIAMETER OR,
    B. PVC IN ACCORDANCE WITH THE PROVISION NOTED IN THE "SEWER DETAILS" OF THESE SPECIFICATIONS.
2. ALL STORM SEWER PIPE JOINTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE ENTIRELY WRAPPED WITH FILTER FABRIC WITH A MINIMUM WIDTH OF 24" AND A MINIMUM OF 24" OVERLAP SECURED WITH STAINLESS BANDS. GASKETS ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. THIS PRACTICE IS ENCOURAGED ON PRIVATE SITES ADDITIONALLY, ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
3. DEPTH OF COVER MEASURED TO THE TOP OF PIPE (NOT INCLUDING THE BELL JOINT) SHALL BE A MINIMUM OF 1 FOOT. DEVIATION FROM THIS REQUIREMENT MAY BE ALLOWED BY INCREASING THE PIPE'S STRUCTURAL CAPACITY. THIS DEVIATION MUST BE SPECIFIED ON THE PLANS APPROVED FOR CONSTRUCTION AND SUBSEQUENTLY REFLECTED ON THE SHOP DRAWINGS AND AS-BUILT PLANS.
4. ALL STORM DRAINAGE PIPES LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF FIFTEEN INCH (15") DIAMETER OR EQUIVALENT AND BE DESIGNED FOR A MINIMUM OF A TWENTY-FIVE (25) YEAR STORM OF TWENTY-FOUR (24) HOUR DURATION. STORM DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDING THAT MAINTENANCE SHALL BE PERFORMED BY THE OWNER.
5. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION. ALL STRUCTURES SHALL BE IN COMPLIANCE WITH R.C.-4 AND HAVE 8" THICK WALLS. 6" THICK WALLS MAY BE PERMITTED PROVIDING THAT THE PLANS SPECIFY INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201 IN ADDITION, THIS REQUIREMENT MUST BE REFLECTED ON BOTH THE SHOP DRAWINGS AND AS-BUILT PLANS.
6. STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF WITHOUT IMPEDING THE FLOW OF TRAFFIC. FOR ROADWAY SECTIONS WITH DESIGN SPEEDS OF 45 MPH AND LESS AND WITHOUT FULL WIDTH BUILDERS, SPREAD RESULTING FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR SHALL NOT EXCEED ONE-HALF OF THE TRAVEL LANE ADJACENT TO THE GUTTER. FOR SITE PLANS, INLET SPACING SHALL BE DESIGNED TO ACCEPT ONE HUNDRED (100) PERCENT OF THE RUNOFF FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR WITHOUT RESULTING IN PONDING OF WATER AROUND THE INLET.
7. RETENTION AREA WATER DEPTHS SHALL BE FOUR FEET(4') MINIMUM TO TWELVE FEET(12') MAXIMUM, MEASURED FROM THE N.W.L. (NORMAL WATER LEVEL)
8. FOR CONNECTIONS BETWEEN INLETS WITH PIPING 15" IN DIAMETER AND LARGER, THE MAXIMUM DISTANCES BETWEEN INLETS AND / OR CLEAN-OUT JUNCTION BOXES SHALL BE 300 FEET. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF-CLEANING VELOCITY OF 3 FEET PER SECOND USING A MANNING'S 'n' OF 0.012. SPACING FOR CLEAN-OUTS AND INLETS FOR SMALLER PIPING SHALL BE REDUCED AND EVALUATED ON A CASE BY CASE BASIS.
9. THE MAXIMUM PERMISSIBLE SLOPE OF ANY NEW SITE GRADING IS 3:1 (HORIZONTAL: VERTICAL). THIS LIMIT SHALL BE APPLIED TO ALL AREAS EXCEPT STORMWATER CONVEYANCE AND TREATMENT SYSTEMS WHICH HAVE A MAXIMUM SLOPE OF 4:1 (EXCEPT BELOW THE WATER TABLE WHERE SHARPER SLOPES ARE PERMISSIBLE.)
10. PIPED STORMWATER SYSTEMS SHALL HAVE A MINIMUM DRAINAGE MAINTENANCE EASEMENT WIDTH OF 20 FEET, AND MAY BE INCREASED DEPENDING UPON THE SIZE AND DEPTH OF PIPE.
11. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
12. LAKE INFLOW AND OUTLET STRUCTURES SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY. SKIMMERS FOR WET PONDS SHALL BE CONSTRUCTED SUCH THAT THE BOTTOM EXTENDS 6" BELOW THE NORMAL WATER LEVEL AND 6" ABOVE THE OVERFLOW. FOR DRY PONDS, THE SKIMMER BOTTOM SHALL BE SET 6" BELOW THE LOWEST OVERFLOW ELEVATION AND 6" ABOVE THE HIGHEST POINT OF OVERFLOW. ALL SKIMMERS SHALL BE CONSTRUCTED OF MINIMUM 1/4" THICK ALUMINUM OR FIBERGLASS ADEQUATELY SUPPORTED TO PREVENT DEFLECTION.
13. SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.
14. THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE LAKE WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER LAKE COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE LAKE EXCAVATION.
15. ADEQUATE MAINTENANCE EASEMENTS OR RIGHTS-OF-WAY AS APPROVED BY THE CITY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL LAKES AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF LAKES. APPLICABLE CROSS SECTIONS SHALL BE INCLUDED ON FINAL DEVELOPMENT PLANS.
16. DEVELOPMENT PLANS FOR ALL STORMWATER MANAGEMENT SYSTEMS SHALL CONTAIN POP-OFF DATA (OVERFLOW), BOTTOM ELEVATION, NORMAL WATER LEVELS, MEAN ANNUAL SEASONAL HIGH WATER TABLE ELEVATION, TREATMENT VOLUME AND CORRESPONDING ELEVATION, 100 YEAR HIGH WATER LEVELS, AND THE DESIGN TAILWATER ELEVATION (IF APPLICABLE).
17. IN GENERAL, ALL RETENTION / DETENTION SITES MUST BE CONSTRUCTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE. SEWER AND WATER MAINS MAY BE INSTALLED PRIOR TO RETENTION/DETENTION SITE CONSTRUCTION IF DEWATERING IS NOT REQUIRED.
18. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DEWATERING PERMITS THATMAY BE REQUIRED.
19. WHEN CULVERTS ARE INSTALLED TO MAINTAIN THE FLOW OF EXISTING DRAINAGE WAYS WHERE NEWLY PROPOSED ROADS WOULD OTHERWISE SEVER THE DRAINAGE WAY, THEN CULVERTS CROSSING RIGHTS-OF-WAY SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY. CULVERTS SHALL BE DESIGNED TO ACCOMODATE THE FLOW FROM THE 100 YEAR - 24 HOUR STORM EVENT WITHOUT FLOODING ADJACENT PROPERTY OR SURCHARGING THE SAID ROADWAY.
20. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF THE SJRWMD PERMIT AND THE NPDES PERMIT AT THE CONSTRUCTION SITE, AND ABIDE BY ALL CONDITIONS OF THE PERMIT.
21. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.
22. SPECIFY MAXIMUM UN-GRASSED AREA AFTER 30 DAYS GROW IN PERIOD AS 4 SQ. FT.

ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES:

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

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

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

3. THE PAVEMENT, BASE, AND SUBBASE THICKNESS PRESENTED ON DETAILS REPRESENTS THE MINIMUM REQUIREMENTS FOR COLLECTOR STREETS AND PRIVATE PARKING LOTS. THE CITY RESERVES THE RIGHT AT IT'S DISCRETION TO INCREASE THESE REQUIREMENTS FOR COLLECTOR AND ARTERIAL ROADWAYS AND PRIVATE PARKING LOTS SUBJECTED TO HEAVY VEHICULAR COMMERCIAL TRAFFIC.
4. THE DEVELOPER SHALL PROVIDE AT THEIR OWN EXPENSE A CERTIFIED SOILS ENGINEERING LABORATORY TO PERFORM ALL FIELD AND LABORATORY TESTING REQUIRED TO VERIFY THAT THE CONSTRUCTION IS IN COMPLIANCE WITH THE CITY'S MINIMUM STANDARDS. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO ENSURE THAT COPIES OF ALL TEST REPORTS ARE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE PROJECT FINAL INSPECTION IN ORDER TO ALLOW PROJECT ACCEPTANCE BY THE CITY.
5. THE LIMITS OF STABILIZED SUBBASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB.
6. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL OR OTHER MATERIAL AS APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND A LICENSED SOILS ENGINEER.
7. THE SUBBASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR) TO A 6" MINIMUM DEPTH. A COMPACTION OF NO LESS THAN NINETY-EIGHT (98 %) PERCENT DENSITY BASED ON AASHTO T-180 SHALL BE REQUIRED.
8. FOR ROADWAYS, TESTS FOR SUBBASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND STAGGERED TO THE LEFT, RIGHT, AND AT CENTER LINE OF THE ROADWAY. FOR SITE PLANS, TEST SHALL BE PERFORMED FOR EVERY 600 SQUARE YARDS OF STABILIZED AREA, OR PORTIONS THEREOF.
9. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. SOIL CEMENT BASES SHALL HAVE A STRENGTH OF 350 POUNDS PER SQUARE INCH AT 7 DAYS COMPACTED TO 98% DENSITY PER AASHTO T-99 STANDARD PROCTOR TEST IN CONFORMANCE WITH SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION). RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTED TO 98% MAXIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
10. SOIL CEMENT AND RECYCLED CONCRETE MIX DESIGNS SHALL BE SUBMITTED BY A LICENSED SOILS ENGINEER TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE START OF SUBBASE PREPARATION. ALL MIX DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
11. CEMENT DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR AT THE TIME OF PLACEMENT. IF THE INSPECTOR IS NOT ON SITE THROUGHOUT THE ENTIRE PLACEMENT, THE ACCUMULATED DELIVERY TICKETS CAN BE PROVIDED TO THE INSPECTOR BY THE CONTRACTOR ON THE FOLLOWING DAY.
12. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUBGRADE TESTING AND SHALL CONSIST OF AS A MINIMUM, A MOISTURE CONTENT AND DENSITY TEST.
13. PORTLAND CEMENT CONCRETE, LIMEROCK, RECYCLED CONCRETE, OR FULL DEPTH ASPHALT PAVEMENT MAY BE USED IN PLACE OF SOIL CEMENT BASE. ALL BASE AND ROADWAY DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
14. SOIL CEMENT BASE MATERIAL CONSTRUCTION SHALL BE CONTINUOUSLY SUPERVISED BY A SOILS TESTING LABORATORY AT THE DEVELOPER'S EXPENSE. THE TESTING LABORATORY SHALL PROVIDE AN ON-SITE TECHNICIAN CERTIFIED IN THE INSTALLATION OF SOIL CEMENT WITH THE CERTIFICATION RECOGNIZED BY F.D.O.T.
15. SOIL CEMENT PAVEMENT BASES WITH THE CURE COAT APPLIED SHALL BE ALLOWED TO CURE A MINIMUM OF SEVEN (7) DAYS UNDER NO TRAFFIC PRIOR TO PLACING ANY ASPHALT SURFACE. (TEST REPORTS ARE REQUIRED TO BE DELIVERED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO TRAFFIC USAGE.)
16. RECYCLED CONCRETE CAN BE USED AS AN ALTERNATIVE BASE MATERIAL PROVIDED THE MATERIAL IS A MINIMUM OF CALCIUM CARBONATE OF CALCIUM AND MAGNESIUM. THE MATERIAL SHALL BE LIMITED TO MAXIMUM OF 3 % OF WATER SENSITIVE CLAY MATERIAL, LIQUID LIMIT SHALL NOT EXCEED 35 AND BE NON-PLASTIC, AND THE PLASTICITY INDEX SHALL NOT EXCEED 10. THE MATERIAL SHALL NOT CONTAIN ORGANIC MATERIAL, CHERTY OR FLAKY MATERIAL, CLAY BALLS OR PRECASTED CLAY PIECES, LUMPS, BALLS OR POCKETS OF SAND SIZE MATERIAL. A QUANTITY AS TO BE DETRIMENTAL TO THE PROPER BONDING, FINISHING, OR STRENGTH OF THE RECYCLED CONCRETE BASE. FOR BASE APPLICATIONS, AT LEAST 97% (BY WEIGHT) OF THE MATERIAL SHALL PASS A 1" SIEVE AND FOR SUBBASE APPLICATIONS, AT LEAST 97% (BY WEIGHT) OF THE MATERIAL SHALL PASS A 1-1/2" SIEVE. FOR BOTH APPLICATIONS, THE MATERIAL SHALL BE GRADED UNIFORMLY DOWN TO DUST AND THE MINIMUM PERCENTAGE PASSING THE #200 SIEVE SHALL BE NOT LESS THAN 10%. COARSE AGGREGATE USED IN RECYCLED CONCRETE SHALL HAVE A MAXIMUM LOSS OF 45% PER LOS ANGELES ABRASION TEST. ALL MATERIALS SHALL BE WELL GRADED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN SECTION 204, F.D.O.T., STANDARD SPEC. FOR ROAD AND BRIDGE CONSTRUCTION., (LATEST EDITION).
17. RECYCLED CONCRETE OR LIMEROCK FOR BASE OR SUBBASE APPLICATIONS SHALL BE ALLOWED ON CITY ROADWAYS ONLY WHERE THE LOWEST ELEVATION OF THE ROADWAY SUBBASE IS A MINIMUM OF 6" ABOVE THE SEASONAL HIGH GROUNDWATER TABLE AS CERTIFIED BY A FLORIDA LICENSED PROFESSIONAL SOILS ENGINEER AND SUBSEQUENTLY APPROVED BY THE CITY. IN AREAS NOT MEETING THESE STANDARDS A SOIL CEMENT BASE WILL BE REQUIRED. ALL CRUSHING OF RECYCLED CONCRETE SH

POTABLE WATER CONSTRUCTION NOTES

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 SHALL BE GIVEN A MINIMUM OF 2 BUSINESS DAYS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY POTABLE WATER SYSTEM CONSTRUCTION.
2. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID.
3. ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
4. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH MINIMUM COMPACTION OF 98% IN PAVED AREAS AND 95% IN UNPAVED AREAS IN ACCORDANCE WITH AASHTO T-180.
5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET.
6. 3" METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE USED ON ALL DUCTILE IRON PIPE, AS WELL.
7. ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND. ALL SERVICES SHALL BE LOCATED AT THE TIME OF FINAL INSPECTION BY THE CONTRACTOR IN THE PRESENCE OF THE CITY INSPECTOR OR CITY PERSONNELL, AFTER THEY HAVE BEEN INSPECTED AND VERIFIED TO OPERATE PROPERLY.
8. ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
9. ALL WATER VALVES SHALL BE ADJUSTED TO FINISH D-GRADE AND THE CAPS PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.
10. UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS, WATER VALVES SHALL BE COMPLETELY OPENED BY PUBLIC UTILITIES PERSONNEL, AT NO TIME SHALL CONTRACTOR OPERATE ANY EXISTING VALVES.
11. ALL FIRE HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF A FIRE. THE PRIMARY HYDRANT PORT SHOULD ALWAYS FACE THE STREET.
12. AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB OR AS APPROVED BY THE CITY.
13. ALL WATER MAINS SHALL BE NSF AND/OR AWWA APPROVED FOR POTABLE WATER USE, AND SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
14. WATER MAINS SHALL BE C-900 PVC OR C-905 CL 150 (COLOR"BLUE") OR D.I.P. PRESSURE CLASS 350 STANDARD CEMENT LINED UNLESS OTHERWISE APPROVED BY THE CITY.
15. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE DEPARTMENT OF HEALTH AND AS-BUILTS ARE PROVIDED TO THE CITY PRIOR TO ANY PUBLIC USE OF THIS SYSTEM.
16. IN AREAS WHERE RECLAIMED WATER IS NOT AVAILABLE THE CONTRACTOR SHALL BE REQUIRED TO EXPON SATISFACTORY COMPLETION OF THE PRESSURE TEST TRANSFER THE WATER FROM THE POTABLE WATER LINES TO THE RECLAIMED WATER LINES FOR UTILIZATION IN THEIR PRESSURE TEST.
17. ALL POTABLE WATER MAINS SHALL USE A THRUST RESTRAINT JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) GUIDELINES. IN THE EVENT THAT PVC PIPE IS SPECIFIED, THE

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POTABLE WATER CONSTRUCTION NOTES (CONT'D)

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

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

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POTABLE WATER CONSTRUCTION NOTES

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POTABLE WATER CONSTRUCTION NOTES (CONT'D)

28. THE PHYSICAL TAKING OF EACH AND EVERY WATER SAMPLE FOR BACTERIOLOGICAL TESTING SHALL BE OBSERVED BY THE CITY'S DESIGNATED SITE INSPECTOR. THIS SHOULD NOT IMPACT THE PROJECT SINCE THE CONTRACTOR MUST ALREADY COORDINATE FLUSHING ACTIVITY WITH THE INSPECTOR. ALL SAMPLE FORMS SHALL BE COMPLETELY FILLED OUT BY THE SAMPLING COMPANY AND TESTING COMPANY IN ORDER TO BE ACCEPTED. WHEN THE PUBLIC UTILITIES OFFICE RECEIVES POTABLE WATER CLEARANCE REQUEST REQUIRING SIGNATURE THE CITY'S DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR WILL BE CONTACTED TO INDEPENDENTLY VERIFY THAT THE SYSTEM IS IN PROPERLY FUNCTIONING ORDER (i.e. ALL VALVES, HYDRANTS, AND WATER SERVICES ARE ACCESSIBLE AND OPERABLE). SIMULTANEOUSLY, THE CITY MAY ALSO TAKE A RANDOM BACTERIOLOGICAL SAMPLE WITHIN THE NEW SYSTEM TO VERIFY THAT WATER IS SAFE FOR CONSUMPTION. ONCE THE DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR HAVE VERIFIED THAT THE SYSTEM IS IN PROPER FUNCTIONING ORDER AND THAT THE BACTERIOLOGICAL SAMPLE INDICATES THE WATER IS SAFE FOR CONSUMPTION, THE PUBLIC UTILITIES OFFICE WILL THEN SIGN OFF ON THE WATER CLEARANCE REQUEST.
29. ALL WORK PERFORMED ON THE POTABLE WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY A STATE CERTIFIED UNDERGROUND UTILITY CONTRACTOR OR GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
30. ALL WORK PERFORMED ON THE POTABLE WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 8:00 A.M. AND NOON ON THE APPROPRIATE DAY.
31. LARGE COMMERCIAL WATER AND RECLAIMED WATER METERS GREATER THAN 3" TAKE A MINIMUM OF 6 WEEKS FOR DELIVERY AFTER FEES ARE PAID TO THE CITY. IN ADDITION ALL METERS AND VAULTS 3" AND GREATER SHALL BE INSTALLED BY THE OWNER/ DEVELOPER/ CONTRACTOR. THE FEE COLLECTED BY THE CITY IS FOR MATERIALS ONLY. ALL METERS, 1" AND LESS, SHALL BE INSTALLED BY THE CITY.
32. FIRE HYDRANTS MAY NOT BE INSTALLED WITHIN 10' OF ANY ELECTRICAL TRANSFORMER
33. ALL H.D.P.E. PIPE UTILIZED FOR WATER, FORCE MAIN AND/OR RECLAIMED WATER MAIN EXTENSIONS SHALL BE S.D.R. 11 WITH #10 COPPERHEAD TRACER WIRE UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP PIPE TO WHICH IT IS ATTACHED.
34. ALL VALVES 2" AND LARGER SHALL BE STANDARD 2" RESILIENT SEATED GATE VALVES (CORP STOPS ARE NOT ACCEPTABLE).
35. ALL P.V.C. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR ANY DEFORMATION. FITTINGS SHALL BE OF A SIMILAR SIZE DESIGN AS THE P.V.C. PIPE.
36. PVC FITTINGS 4-INCH THROUGH 36-INCH SHALL BE P.V.C. (OR D.I.P.WITH PROTECTO 401) INJECTION MOLDED OR FABRICATED AS SPECIFIED, MADE OF MATERIAL OR EXCEEDING THE REQUIREMENTS OF CELL CLASS 12454-B MATERIAL AS DEFINED IN ASTM D1784. FABRICATED FITTINGS SHALL BE MANUFACTURED WITH PIPE THAT MEETS OR EXCEEDS AWWA C-905 STANDARD, AND SHALL BE FIBERGLASS REINFORCED TO A PRESSURE RATING OF 165 PSI. ALL P.V.C. OR MECHANICAL JOINT FITTINGS MUST COMPLY WITH OR EXCEED ANSI/AWWA C907, UNI-B-14 STANDARDS AS THEY APPLY TO THE APPROPRIATE SIZE RANGE AND METHOD OF MANUFACTURE.
37. NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY'S SERVICE AREA.
38. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
39. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF

STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES

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POTABLE WATER CONSTRUCTION NOTES (CONT'D)

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

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

41. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THAT THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
42. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
45. AT THE UTILITY CROSSINGS, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C. AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
44. WATER MAINS SHALL BE C-900 PVC OR C-905 CL 150 (COLOR"BLUE") OR D.I.P. PRESSURE CLASS 350 STANDARD CEMENT LINED UNLESS OTHERWISE APPROVED BY THE CITY.

STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES

FILE NAME W2.DOC
DETAIL REF: W-2
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RECLAIMED WATER DESIGN NOTES

1. ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
2. RECLAIMED WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACINGS OF 1000.0 FEET.
3. AT ALL RECLAIMED WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
4. AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.
5. RECLAIMED WATER SERVICES SHALL BE NORMALLY DOUBLE 1 1/2" SERVICES LOCATED AT SIDE LOT LINES ALTERNATING WITH POTABLE WATER SERVICE LOCATIONS. IN INSTANCES WHERE RECLAIM WATER SERVICES NEED TO BE OFFSET, 3" SINGLE SERVICES SHALL BE SPECIFIED. THESE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 2.0'.
6. MAXIMUM OBTAINABLE SEPARATION OF PUBLIC RECLAIMED WATER MAINS, STORMWATER MAINS, AND SANITARY SEWER MAINS SHALL BE MAINTAINED. A MINIMUM HORIZONTAL SEPARATION OF FIVE (5) FEET (CENTER TO CENTER) OR THREE (3) FEET (OUTSIDE TO OUTSIDE) SHALL BE MAINTAINED BETWEEN RECLAIMED WATER MAINS AND SEWAGE MAINS WHERE RECLAIMED WATER AND SANITARY SEWAGE MAINS CROSS WITH LESS THAN EIGHTEEN (18) INCHES VERTICAL CLEARANCE, THE SANITARY SEWAGE MAIN SHALL BE TWENTY (20) FEET OF EITHER CONCRETE ENCASED PVC PIPE OR ENCASED IN A WATERTIGHT CARRIER PIPE, CENTERED ON THE POINT OF CROSSING.
7. ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM OF 2 BUSINESS DAYS NOTIFICATION (MEASURED ON NORMAL WORK DAYS) DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 8:00 A.M. AND NOON ON THE APPROPRIATE DAY.
8. LARGE COMMERCIAL WATER AND RECLAIMED WATER METERS GREATER THAN 3" TAKE A MINIMUM OF 6 WEEKS FOR DELIVERY AFTER FEES ARE PAID TO THE CITY. IN ADDITION ALL METERS AND VAULTS 3" AND GREATER SHALL BE INSTALLED BY THE OWNER/ DEVELOPER/ CONTRACTOR. THE FEE COLLECTED BY THE CITY IS FOR MATERIALS ONLY. ALL METERS, 1" AND LESS, SHALL BE INSTALLED BY THE CITY.
9. THE CITY REQUIRES DOUBLE SERVICE INSTALLATIONS WHEREVER FEASIBLE. WHEN DESIGN CONFLICTS EXIST, SINGLE SERVICES MAY BE ALLOWED. THIS MAY APPLY AT STORMWATER INLETS, FIRE HYDRANTS, FPL TRANSFORMERS, ETC. AND OTHER LOCATIONS DEEMED APPROPRIATE BY THE CITY.

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER DESIGN NOTES

FILE NAME RW1.DOC
DETAIL REF: RW-1
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RECLAIMED WATER CONSTRUCTION NOTES

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 SHALL BE GIVEN A MINIMUM OF 2 BUSINESS DAYS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY RECLAIMED WATER SYSTEM CONSTRUCTION.
2. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW RECLAIMED WATER MAIN BEING LAID.
3. ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
4. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH MINIMUM COMPACTION OF 98% IN PAVED AREAS AND A MINIMUM COMPACTION OF 95 % IN UNPAVED AREAS ACCORDANCE WITH AASHTO T-180.
5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET.
6. 3" METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE PROVIDED ON ALL DIP PIPE ALSO..
7. ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE 1" AND DOUBLE RESIDENTIAL SERVICES SHALL BE 1 1/2". SERVICES SHALL BE CTS 3408 HIGH DENSITY POLYETHYLENE TUBING RATED FOR A MINIMUM OF 200 PSI WITH SDR 9 (CTS). THE TUBING SHALL HAVE A VIRGIN HIGH-DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY. THE TUBING SHALL BE LAVENDER IN COLOR AND SHALL HAVE THE WORDS "RECLAIMED WATER" PERMANENTLY PRINTED ON THE OUTSIDE. THE TUBING SHALL HAVE U.V. PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNLIGHT. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF A.S.D.M. D1248, D1550, D2239, D2737, N.S.F.-14 AND A.W.W.A. C903 AND SHALL COME WITH A LIFETIME WARRANTY. APPROVED SIZES: 1", 1-1/2" AND 2" DIAMETERS.
8. ALL RECLAIMED WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND AND ANY "U" BRANCHES FOR DOUBLE SERVICES SHALL BE 12" ABOVE GROUND LEVEL. ALL SERVICES SHALL BE LOCKED.
9. ALL RECLAIMED WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED LAVENDER OR PURPLE TO MAKE THEM PLAINLY DISTINGUISHABLE.
10. AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.
11. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
12. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED INSPECTOR PRIOR TO ATTEMPTING TO CLEAR ANY RECLAIMED WATER MAIN FOR USE. THE INSPECTOR SHALL COORDINATE WITH CITY PERSONNEL AT THE RECLAIMED WATER PLANT 2 BUSINESS DAYS PRIOR TO BEGINNING ANY FULL DIAMETER FLUSH OF MAINS. THE CONTRACTOR WILL CONDUCT A STANDARD WATER PRESSURE TEST, 150 PSI STATIC PRESSURE FOR A PERIOD OF

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RECLAIMED WATER CONSTRUCTION NOTES

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RECLAIMED WATER CONSTRUCTION NOTES (CONT'D)

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

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

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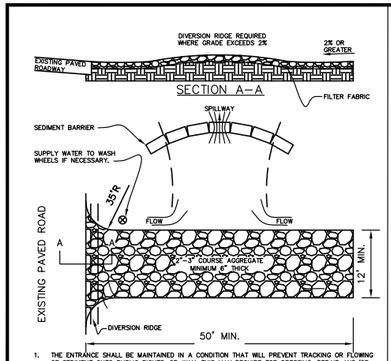
RECLAIMED WATER CONSTRUCTION NOTES

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

RECLAIMED WATER CONSTRUCTION NOTES (CONT'D)

DAY.

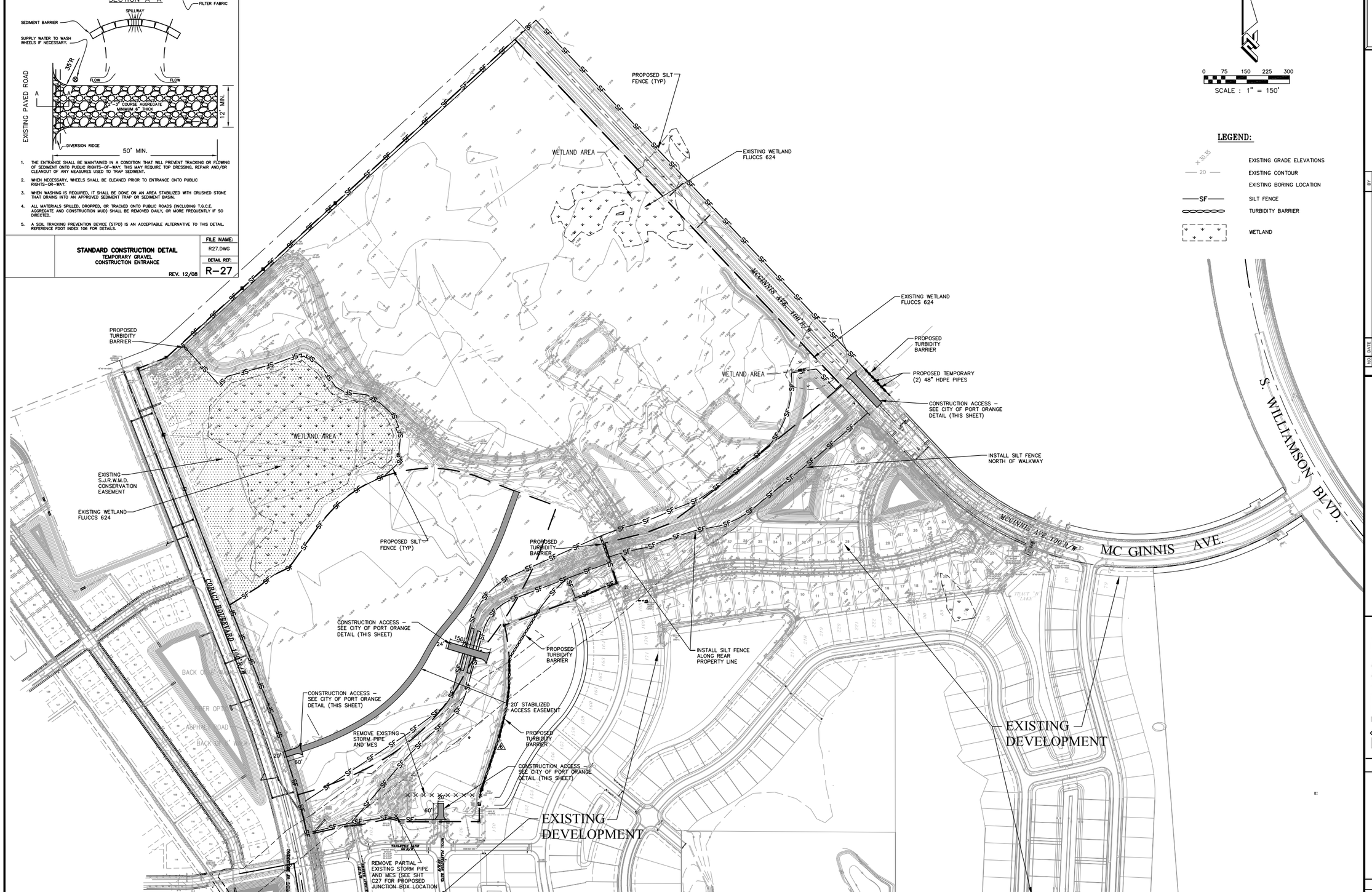
22. WITH RESPECT TO TIE-IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW IN ORDER TO MINIMIZE SERVICE DISRUPTION



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

STANDARD CONSTRUCTION DETAIL
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE
REV. 12/08

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



0 75 150 225 300
SCALE : 1" = 150'

LEGEND:

- X 30.35 — EXISTING GRADE ELEVATIONS
- 20 — EXISTING CONTOUR
- EXISTING BORING LOCATION
- SF — SILT FENCE
- TURBIDITY BARRIER
- WETLAND

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NO.	DATE		BY
1	7/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	8/25/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	12/30/15	REVISED PER CITY COMMENTS DATED 09/25/15	RMH/CM
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5	1/21/16	PER CLIENT DIRECTION	RMH/CM
6	3/25/16	REVISED PER CITY COMMENTS DATED 03/16/16	RMH/CM
7	4/19/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/CM

REVISIONS:

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
EROSION CONTROL PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.
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PROJECT NO: 09066 | DRAFTED BY: CM
ISSUE DATE: 4-18-16 | CHECKED BY: RMH
DESIGNED BY: MLR/RMH | DRAWING FILE: 09066EP-A-B
XREFS: 09066SURV
XREFS: 09066BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=150'

SHEET C4 OF 36

SCALE: 1"=150'	NOT VALID WITHOUT SEAL
SHEET C5 OF 36	

FILE LOCATION: -

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PROJECT NO: 09066	DRAFTED BY: CM
ISSUE DATE: 4-18-16	CHECKED BY: RMH
DESIGNED BY: MLR/RMH	DRAWING FILE: 09066ODP-A-R XREF'S: 090665URV XREF'S: 090668AS

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

OVERALL DEVELOPMENT PLAN

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

NO	DATE		BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/DM
2	1/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/DM
3	2/25/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/FD/DM
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6	3/29/16	REVISED PER CITY COMMENTS DATED 03/16/16	RMH/FD/DM
7	4/18/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/FD/DM

REVISIONS

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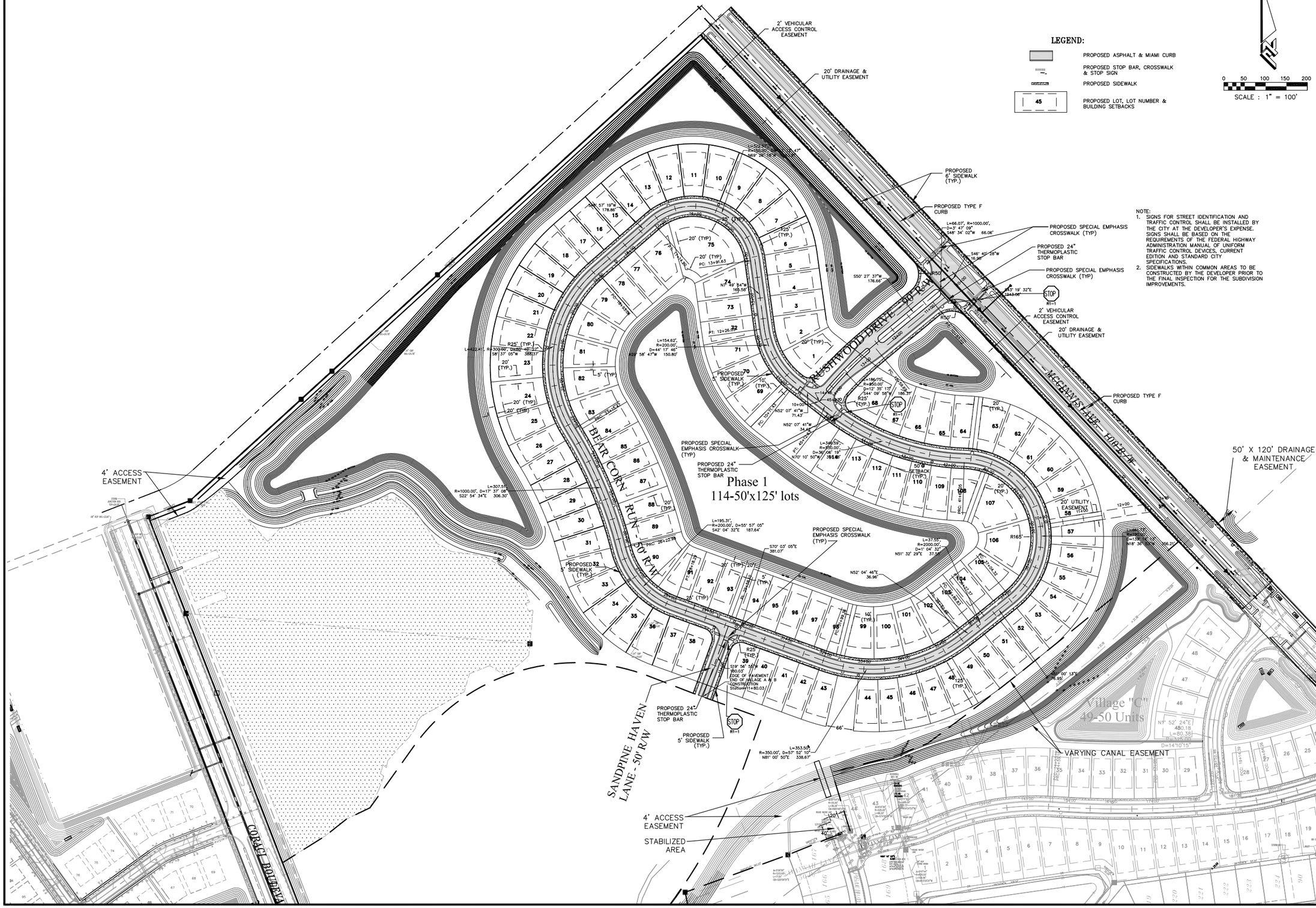

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NO.	DATE		BY
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6	3/25/16	REVISED PER CITY COMMENTS DATED 03/16/16	RMH/DM
7	4/19/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/DM

REVISIONS:

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

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
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PROJECT NO:	09806	DRAFTED BY: CM	
ISSUE DATE:	4-18-16	CHECKED BY: RMH	
DESIGNED BY:	MLR/RMH	DRAWING FILE: P:\PROGGED-A-E\XREFS 09806SURV\XREFS: 09806BAS	

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=100'

SHEET C6 OF 36

EXISTING PINES

SHT. C8

SHT. C9

SHT. C10

Phase 1
114-50'x125' lots

Village C
49-50 Units

0 50 100 150 200
SCALE : 1" = 100'

LEGEND:

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

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REVISIONS:

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

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO:	09080
ISSUE DATE:	4-18-16
DESIGNED BY:	MLB/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09080DRA-AB
XREFS:	09060SURV
XREFS:	09060BAS

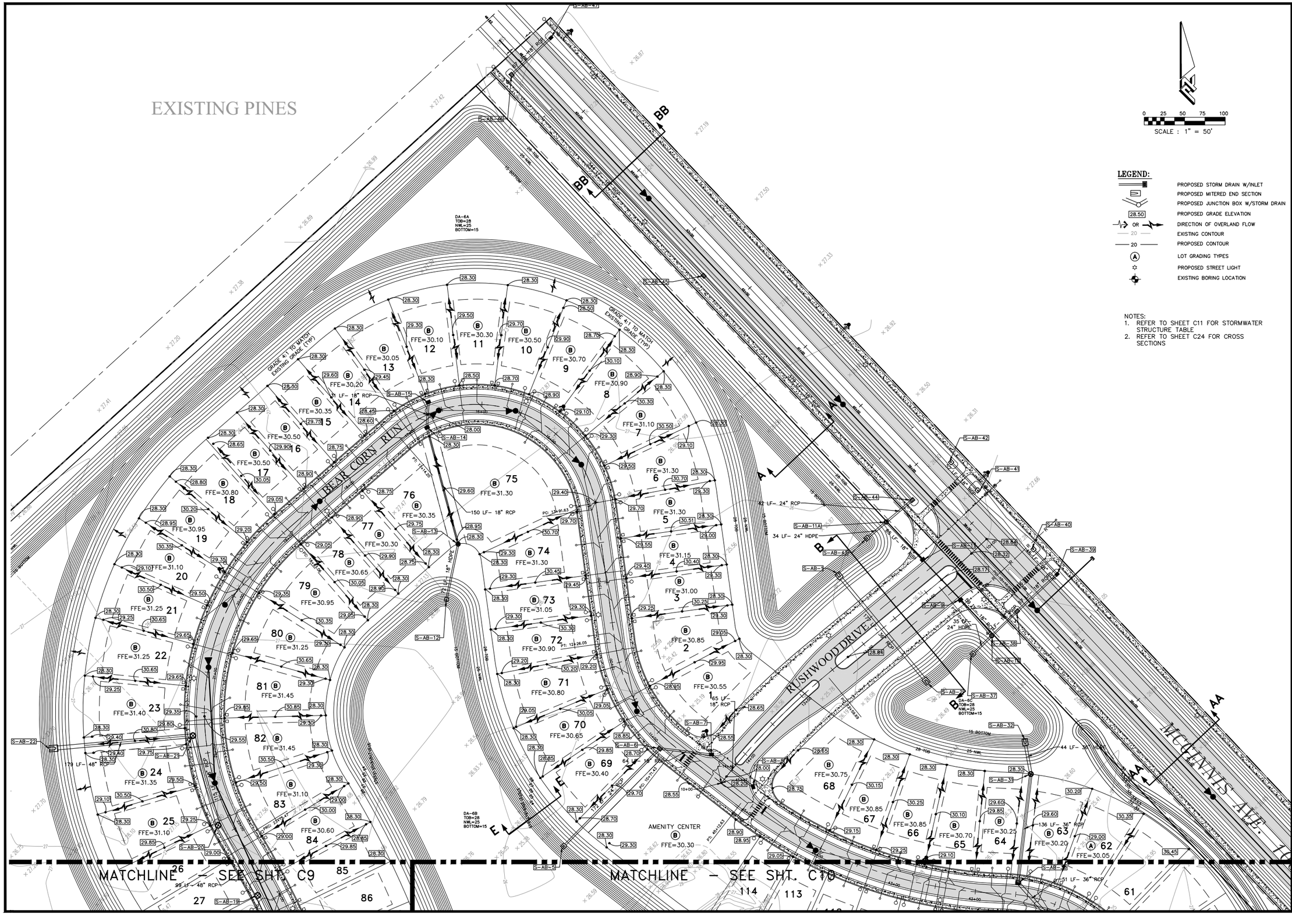
FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=100'

SHEET C7 OF 36

EXISTING PINES



0 25 50 75 100

SCALE : 1" = 50'

LEGEND:

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

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

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HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
VILLAGE A & B - PAVING GRADING & DRAINAGE PLAN
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO:	09066
ISSUE DATE:	4-18-16
DESIGNED BY:	MLR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09066PCD-A-E
XREFS:	09066SURV
XREFS:	09066SAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=50'

SHEET C8 OF 36

MATCHLINE – SEE SHT. C8

MATCHLINE – SEE SHT. C10

DA-6A
TOB=26
NWL=25
BOTTOM=15

STORM JUNCTION BOX TOP=29.29'

INV.=23.61'

RCP MES INV.=22.82'

(4) 12" ORIFICES @ EL. 25.0

25' CONCRETE OVERFLOW WEIR @ EL. 25.39

PROPOSED 80'X30' RIP RAP PAD WITH LANDLOCK TURF REINFORCEMENT MAT OR APPROVED EQUAL FOR EROSION PROTECTION

150' SODDED OVERFLOW WEIR @ EL. 26.00

CONSERVATION EASEMENT

FORM VERTICAL FEMALE KEYWAY ON PHASE 2 SIDE OF HEADWALL. ADD ROUGH BROOM FINISH.

PROPOSED 20' DRAINAGE EASEMENT

REAR CORNER RUN

CORACI BOULEVARD

B 26 FFE=30.85 — 99 LF - 48" RCP
B 27 FFE=30.60 — S-AB-19
B 28 FFE=30.40 — 112 LF - 48" RCP
B 29 FFE=30.20 — S-AB-18
B 30 FFE=30.05
B 31 FFE=30.20
B 32 FFE=30.35
A 33 FFE=31.15
A 34 FFE=31.30
35 A FFE=31.45
36 A FFE=31.60 — S-AB-35
B 85 FFE=30.45
B 86 FFE=30.30
B 87 FFE=30.10 — 35 LF - 48" RCP — 179 LF - 48" RCP
B 88 FFE=30.10 — S-AB-17
B 89 FFE=30.20
B 90 FFE=30.75
225 LF (2) 48"

70 71 72 73 74 67 68 69

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

LEGEND:

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

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

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REVISIONS:

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

VILLAGE A & B - PAVING GRADING & DRAINAGE PLAN

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

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PROJECT NO: 09066
ISSUE DATE: 4-18-16
DESIGNED BY: MLR/RMH
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 09066PCD-A-E
XREFS: 09066BURV
XREFS: 09066BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=50'

SHEET C9 OF 36

MATCHLINE – SEE SHT. C8

MATCHLINE – SEE SHT. C9

Phase 1
114-50'x125' lots

Village "C"
49-50 Units

LEGEND:

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

RETENTION POND
TOB=28
NWL=25
BOTTOM=15

CANAL
TOB=27
NWL=23.2
BOTTOM=15

180 LF– (2) 5'X8' BOX CULVERT W/ WING WALLS

GRADE 4:1 TO MATCH EXISTING GRADE (TYP)

CONTRACTOR TO REMOVE EXISTING 36" M.E.S. AND EXTEND ±15LF– 36" RCP CONSISTENT WITH THE EXISTING SLOPE OF THE PIPE INTO BOX CULVERT. INV.=22.03

INSTALL INSPECTION MANHOLE ON TOP OF THE PROPOSED BOX CULVERT NEAR EXISTING 36" RCP OUTFALL LOCATION.

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

PROPOSED 43'X24' RIP RAP PAD WITH LANDLOCK TURF REINFORCEMENT MAT OR APPROVED EQUAL FOR EROSION PROTECTION

REMOVE EXISTING M.E.S. AND REPLACE WITH PROPOSED HEADWALL INV.=21.88 NOTE: IF NEEDED, PROPOSED 36" RCP PIPE TO MATCH EXISTING PIPE SLOPE.

PROPOSED 20' DRAINAGE EASEMENT

STABILIZED AREA

SCALE : 1" = 50'

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REVISIONS:

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
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VILLAGE A & B - PAVING GRADING & DRAINAGE PLAN

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
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DESIGNED BY: MLK/RMH | DRAWING FILE: 09066PDD-A-B
XREFS: 09066SURV
XREFS: 09066BAS

FILE LOCATION →

NOT VALID WITHOUT SEAL

SCALE: 1"=50'

SHEET C10 OF 36

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE TC	PIPE INVERT(S), DIRECTION, SIZE
S-AB-1	MES	~~0.00~~	18.00 (SE) 36"
S-AB-2	MES	~~0.00~~	18.00 (NW) 36"
S-AB-5	MES	~~0.00~~	20.00 (NE) 24"
S-AB-6	TYPE C INLET	28.00	22.00 (E) 18" 22.00 (SW) 24"
S-AB-7	TYPE C INLET	27.75	23.25 (SE) 18" 23.25 (W) 18"
S-AB-8	TYPE C INLET	27.75	23.75 (NW) 18"
S-AB-9	TYPE C INLET	27.50	23.50 (SE) 18"
S-AB-10	JUNCTION BOX	28.20	22.00 (SW) 24" 22.00 (NW) 18" 22.00 (NE) 18"
S-AB-11	TYPE C INLET	27.50	23.50 (NW) 18"
S-AB-11A	JUNCTION BOX	28.20	21.00 (NE) 24" 21.00 (SW) 24" 22.50 (SE) 18"
S-AB-12	MES	~~0.00~~	17.75 (N) 18"
S-AB-13	JUNCTION BOX	28.30	18.00 (S) 18" 18.00 (N) 18"
S-AB-14	TYPE C INLET	27.75	18.25 (S) 18" 18.25 (N) 18"
S-AB-15	TYPE C INLET	27.75	18.50 (S) 18"
S-AB-16	MES	~~0.00~~	15.75 (W) 48"
S-AB-17	TYPE C INLET RISER WITH TYPE J BOTTOM	27.75	15.75 (W) 48" 15.75 (E) 48"
S-AB-18	TYPE C INLET RISER WITH TYPE J BOTTOM	27.75	15.75 (NW) 48" 15.75 (E) 48"
S-AB-19	JUNCTION BOX	27.75	15.75 (NW) 48" 15.75 (SE) 48"
S-AB-20	JUNCTION BOX	27.75	15.75 (N) 48" 15.75 (SE) 48"
S-AB-21	JUNCTION BOX	27.75	15.75 (W) 48" 15.75 (S) 48"
S-AB-22	48" MES - 2:1	~~20.83~~	15.75 (E) 48"
S-AB-24	MES	~~0.00~~	20.00 (S) 18"
S-AB-25	TYPE C INLET	27.75	20.30 (N) 18" 24.15 (S) 18"
S-AB-26	TYPE C INLET	27.75	24.25 (N) 18" 24.25 (S) 18"
S-AB-27	MES	~~0.00~~	17.75 (NE) 36"
S-AB-28	JUNCTION BOX	28.30	17.75 (N) 36" 17.75 (SW) 36"
S-AB-29	TYPE C INLET RISER WITH TYPE J BOTTOM	27.75	20.25 (NW) 36" 17.75 (S) 36"
S-AB-30	TYPE C INLET RISER WITH TYPE J BOTTOM	27.75	17.75 (N) 36" 20.25 (SE) 36"
S-AB-31	JUNCTION BOX	28.30	17.75 (N) 36" 17.75 (S) 36"
S-AB-32	MES	~~0.00~~	17.75 (S) 36"
S-AB-33	TYPE H INLET	30.75	22.67 (W) 48" 22.67 (E) 48"
S-AB-34	TYPE H INLET	30.00	22.33 (W) 48" 22.33 (E) 48"

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE TC	PIPE INVERT(S), DIRECTION, SIZE
S-AB-35	HEADWALL	~~0.00~~	23.00 (E) 48"
S-AB-36	HEADWALL	~~0.00~~	22.00 (W) 48"
S-AB-37	MES	~~0.00~~	18.00 (NE) 24"
S-AB-38	TYPE C INLET	27.00	22.00 (SW) 18" 22.00 (NE) 18"
S-AB-39	TYPE C INLET	27.00	23.00 (SW) 18" 23.00 (NW) 18"
S-AB-40	MES	~~0.00~~	26.00 (SE) 18"
S-AB-41	MES	~~0.00~~	26.00 (NW) 18"
S-AB-42	MES	~~0.00~~	26.00 (SE) 18"
S-AB-43	MES	~~0.00~~	18.00 (NE) 24"
S-AB-44	TYPE C INLET	26.75	22.00 (SW) 24" 22.00 (NW) 18"
S-AB-45	TYPE C INLET	27.42	22.50 (SE) 18" 22.50 (NW) 18"
S-AB-46	TYPE C INLET	27.25	23.00 (SE) 18" 23.00 (NE) 18"
S-AB-47	TYPE C INLET	27.25	23.25 (SW) 18"
S-AB-48	JUNCTION BOX	30.25	24.50 (N) 18" 26.65 (SW) 12"
S-AB-49	TYPE C INLET	30.25	26.75 (NE) 12"
S-AB-52	(2) 5' X 8' CULVERT W/ WING WALLS	~~0.00~~	21.00 (NE) 21.5 (SW)
S-AB-53	HEADWALL	~~0.00~~	21.88 (S) 36"
S-DE-19	MES	~~0.00~~	18.00 (W) 18"
S-DE-20	TYPE C INLET	28.00	24.25 (W) 18" 18.40 (E) 18"
S-DE-21	TYPE C INLET	28.00	24.50 (E) 18"
S-DE-22	JUNCTION BOX	29.80	23.19 (E) 18"
S-DE-23	JUNCTION BOX	30.60	20.71 (W) 18" 20.71 (N) 60"
S-DE-24	JUNCTION BOX	29.00	20.60 (NE) 60" 20.60 (S) 60"
S-DE-25	MES	~~0.00~~	19.96 (SW) 60"

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NO	DATE		BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/20/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	3/27/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/RJV
4	4/6/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/RJV
5	1/25/16	PER CLIENT DIRECTION	RMH/RJV
6	3/29/16	REVISED PER SJRWMD COMMENTS DATED 2/29/16	RMH/RJV

REVISIONS:

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

VILLAGE A & B - STORMWATER
STRUCTURE TABLE

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
SURVEYORS • ECOLOGISTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
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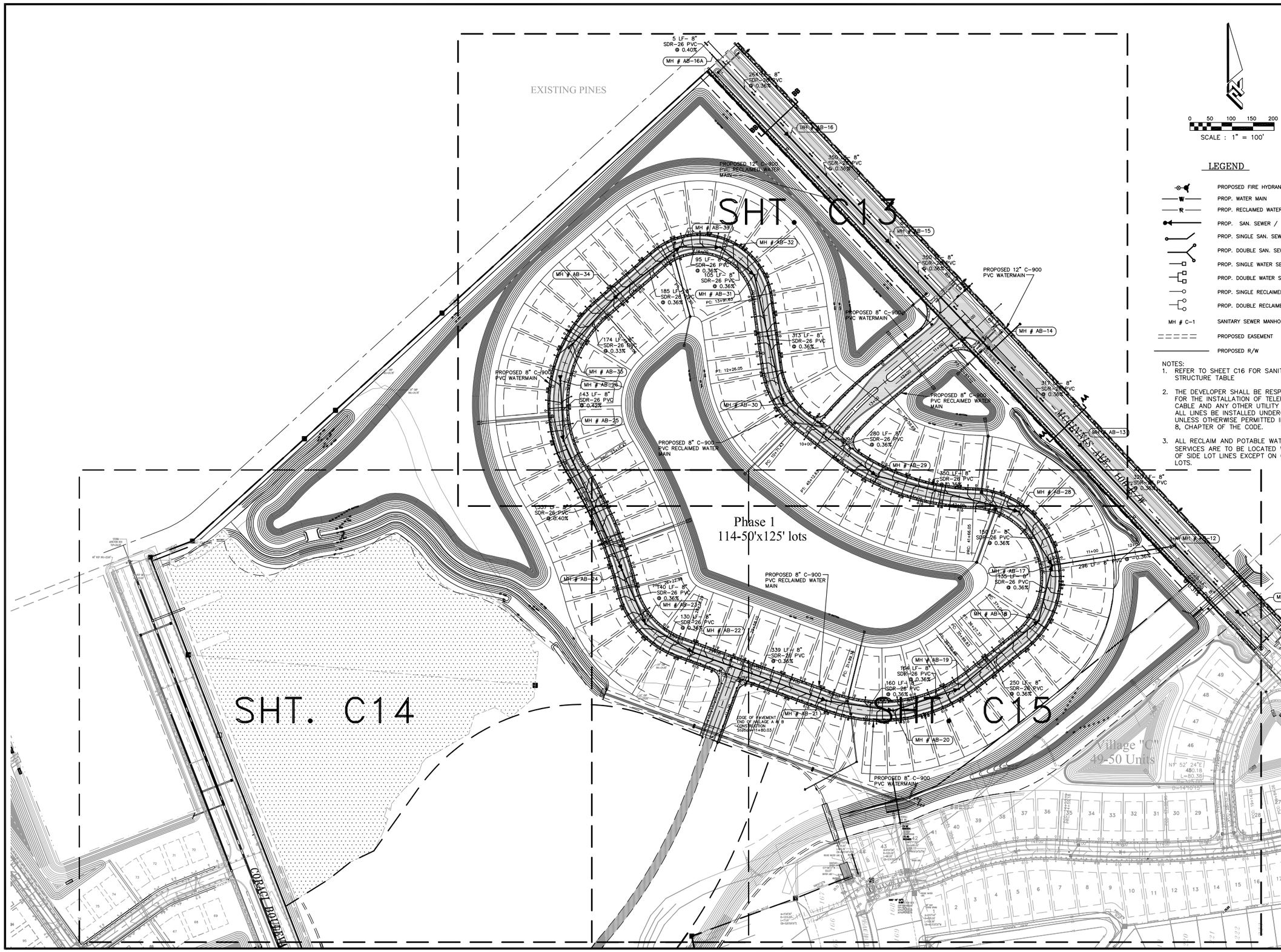
PROJECT NO: 09066
ISSUE DATE: 4-18-16
DESIGNED BY: MLB/RMH
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 09066PQD-A-E
XREFS: 09066SURV
XREFS: 09066BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=50'

SHEET C11 OF 36



0 50 100 150 200

SCALE : 1" = 100'

LEGEND

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

NOTES:

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

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NO.	DATE	REVISIONS:	BY:
1	7/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/DM
2	8/25/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/DM
3	10/26/15	REVISED PER CITY COMMENTS DATED 09/25/15	RMH/DM
4	4/4/16	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/DM
5	1/21/16	PER CLIENT DIRECTION	RMH/DM
6	3/25/16	REVISED PER CITY COMMENTS DATED 03/16/16	RMH/DM
7	4/19/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/DM

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

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: 09806 | DRAFTED BY: CM
ISSUE DATE: 4-18-16 | CHECKED BY: RMH
DESIGNED BY: MLA/RMH | DRAWING FILE: 09806/DWG/LD-A&B
XREFS: 09806SURV
PREFS: 09806BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=100'

SHEET C12 OF 36

EXISTING PINES

5 LF- 8" SDR-26 PVC @ 0.40%
2" BLOW-OFF
12" G.V.
PROPOSED FIRE HYDRANT ASSEMBLY
MH # AB-16A
264 LF- 8" SDR-26 PVC @ 0.36%
BB
MH # AB-16
STREET LIGHT (TYP.)
TEMPORARY CONSTRUCTION EASEMENT OVER McGINNIS AVE.
PROPOSED 12" C-900 PVC RECLAIMED WATER MAIN
350 LF- 8" SDR-26 PVC @ 0.36%
PROPOSED FIRE HYDRANT ASSEMBLY
SEE McGINNIS AVENUE PLAN AND PROFILE FOR OFF-SITE IMPROVEMENTS
MH # AB-15
PROPOSED 12" C-900 PVC WATERMAIN
PROPOSED FIRE HYDRANT ASSEMBLY
12" G.V.
PROPOSED 12"X 8" TEE
8" G.V.
2" BLOW-OFF
PROPOSED 12" X 8" x 12" x 8" CROSS FITTING
8" PLUG
MH # AB-14
12" G.V.
8" G.V.
PROPOSED 8" C-900 PVC WATERMAIN
TEMPORARY CONSTRUCTION EASEMENT OVER McGINNIS AVE.
312 LF- 8" SDR-26 PVC @ 0.36%
AA
STREET LIGHT (TYP.)
McGINNIS AVE.
MH # AB-13
PROPOSED 8" C-900 PVC RECLAIMED WATER MAIN
RUSHWOOD DRIVE
STREET LIGHT (TYP.)
PROPOSED SINGLE WATER SERVICE (TYP)
280 LF- 8" SDR-26 PVC @ 0.36%
PROPOSED DOUBLE RECLAIMED WATER SERVICE (TYP)
PROPOSED DOUBLE WATER SERVICE (TYP)
PROPOSED FIRE HYDRANT ASSEMBLY
MH # AB-29
PROPOSED 8" TEE & (2) 8" G.V.
PROPOSED 8" C-900 PVC RECLAIMED WATER MAIN
350 LF- 8" SDR-26 PVC @ 0.36%
MH # AB-28
MH # AB-33
STREET LIGHT (TYP.)
MH # AB-32
PROPOSED FIRE HYDRANT ASSEMBLY
PROPOSED SANITARY SERVICE (TYP)
PROPOSED SANITARY SERVICE (TYP)
PROPOSED DOUBLE RECLAIMED WATER SERVICE (TYP)
PROPOSED DOUBLE RECLAIMED WATER SERVICE (TYP)
95 LF- 8" SDR-26 PVC @ 0.36%
PROPOSED 8" C-900 PVC RECLAIMED WATER MAIN
105 LF- 8" SDR-26 PVC @ 0.36%
MH # AB-31
313 LF- 8" SDR-26 PVC @ 0.36%
PROPOSED 8" C-900 PVC WATERMAIN
PROPOSED DOUBLE WATER SERVICE (TYP)
PROPOSED FIRE HYDRANT ASSEMBLY
MH # AB-30
PROPOSED DOUBLE WATER SERVICE (TYP)
PROPOSED SINGLE RECLAIMED WATER SERVICE (TYP)
PROPOSED 8" TEE & (2) 8" G.V.
PROPOSED 8" C-900 PVC RECLAIMED WATER MAIN
PROPOSED DOUBLE RECLAIMED WATER SERVICE (TYP)
PROPOSED DOUBLE WATER SERVICE (TYP)
PROPOSED DOUBLE WATER SERVICE (TYP)
MH # AB-34
PROPOSED DOUBLE RECLAIMED WATER SERVICE (TYP)
PROPOSED 8" C-900 PVC RECLAIMED WATER MAIN
PROPOSED FIRE HYDRANT ASSEMBLY
PROPOSED 8" C-900 PVC WATERMAIN
MH # AB-35
STREET LIGHT (TYP.)
MH # AB-26
143 LF- 8" SDR-26 PVC @ 0.62%
PROPOSED DOUBLE WATER SERVICE (TYP)
MH # AB-25
PROPOSED SANITARY SERVICE (TYP)
BEAR CORN RUN
174 LF- 8" SDR-26 PVC @ 0.33%
185 LF- 8" SDR-26 PVC @ 0.36%
MATCHLINE – SEE SHT. C14
MATCHLINE – SEE SHT. C15

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

LEGEND

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

NOTES:
1. REFER TO SHEET C16 FOR SANITARY SEWER STRUCTURE TABLE
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TELEPHONE, CABLE AND ANY OTHER UTILITY LINES, WITH ALL LINES BE INSTALLED UNDERGROUND UNLESS OTHERWISE PERMITTED IN SECTION 8, CHAPTER OF THE CODE.
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ZEV COHEN & ASSOCIATES INC. 2015

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NO	DATE	REVISIONS:	BY
1	7/28/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	7/28/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	7/28/15	REVISED PER CITY COMMENTS DATED 02/04/15	RMH/RVW
4	7/4/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/RVW
5	1/25/16	PER CLIENT DIRECTION	RMH/RVW
6	6/18/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/RVW

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

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

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PROJECT NO: 09066 | DRAFTED BY: CM
ISSUE DATE: 4-16-16 | CHECKED BY: RMH
DESIGNED BY: MLR/RMH | DRAWING FILE: 09066T1-A-B
XREFS: 09066BJRV
XREFS: 09066BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=50'

SHEET C13 OF 36

MATCHLINE – SEE SHT. C13

MATCHLINE – SEE SHT. C15

CORACI BOULEVARD

STORM JUNCTION BOX TOP=29.29' INV.=23.61'

RCP MES INV.=22.82'

337 LF – 8" SDR-26 PVC @ 0.40%

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED SINGLE RECLAIMED WATER SERVICE (TYP.)

PROPOSED DOUBLE WATER SERVICE (TYP.)

MH # AB-24

PRC: 26+22.98

140 LF – 8" SDR-26 PVC @ 0.40%

MH # AB-23

PROPOSED 8" C-900 PVC RECLAIMED WATER MAIN

PROPOSED DOUBLE RECLAIMED WATER SERVICE (TYP.)

STREET LIGHT (TYP.)

PROPOSED SANITARY SERVICE (TYP.)

PROPOSED 8" C-900 PVC WATERMAIN

26 27 28 29 30 31 32 33 34 35 36 85 86 87 88 89 90 3

0 25 50 75 100

SCALE : 1" = 50

LEGEND

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

NOTES:

1. REFER TO SHEET C16 FOR SANITARY SEWER STRUCTURE TABLE
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NO	DATE	REVISIONS:	BY
1	7/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	1/29/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	2/26/15	REVISED PER CITY COMMENTS DATED 2/19/15	RMH/CM
4	4/4/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM
5	1/25/16	PER CLIENT DIRECTION	RMH/CM
6	4/18/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/CM

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

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

PROJECT NO:	09066
ISSUE DATE:	4-18-16
DESIGNED BY:	MLR/RMH
DRAFTED BY: CM	
CHECKED BY: RMH	
DRAWING FILE: 09066TI-A3 XREFS: 09066BAS XREFS: 09066SURV	

FILE LOCATION –

NOT VALID WITHOUT SEAL

SCALE: 1"=50'

SHEET C14 OF 36

MATCHLINE – SEE SHT. C13

MATCHLINE – SEE SHT. C14

Phase 1
114-50'x125' lots

Village "C"
49-50 Units

SEE MCGINNIS AVENUE PLAN AND PROFILE FOR OFF-SITE IMPROVEMENTS

PROPOSED FIRE HYDRANT ASSEMBLY

PROPOSED 12" C-900 PVC WATERMAIN

PROPOSED 12" C-900 PVC RECLAIMED WATER MAIN

PROPOSED DOUBLE WATER SERVICE (TYP)

PROPOSED DOUBLE RECLAIMED WATER SERVICE (TYP)

PROPOSED SINGLE RECLAIMED WATER SERVICE (TYP)

PROPOSED SINGLE WATER SERVICE (TYP)

PROPOSED GREEN C-900 PVC SANITARY GRAVITY MAIN

20' UTILITY EASEMENT

STREET LIGHT (TYP.)

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

PROPOSED 8" G.V.

PROPOSED 2" BLOW-OFF

EDGE OF PAVEMENT END OF VILLAGE A & B CONSTRUCTION Station=11+80.00

REMOVE EXISTING 2" BLOW OFF

REMOVE STUB OUT AND CAP 8" PVC SANITARY SEWER

SANDPINE HAVEN LANE

BEAR CORN RUN

SAVANNAH LANE 50' R/W

SAVANNAH LANE 50' R/W

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

130 LF- 8" SDR-26 PVC @ 0.36%
339 LF- 8" SDR-26 PVC @ 0.36%
350 LF- 8" SDR-26 PVC @ 0.36%
150 LF- 8" SDR-26 PVC @ 0.36%
135 LF- 8" SDR-26 PVC @ 0.36%
164 LF- 8" SDR-26 PVC @ 0.36%
160 LF- 8" SDR-26 PVC @ 0.36%
250 LF- 8" SDR-26 PVC @ 0.36%
296 LF- 8" SDR-26 PVC @ 0.36%
76 LF- 8" SDR-26 PVC @ 0.30%

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

LEGEND

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

NOTES:
1. REFER TO SHEET C16 FOR SANITARY SEWER STRUCTURE TABLE
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E3

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NO.	DATE	BY
1	7/8/15	RMH/DM
2	7/29/15	RMH/DM
3	8/27/15	RMH/DM
4	9/4/15	RMH/DM
5	1/21/16	RMH/DM
6	3/25/16	RMH/DM
7	4/19/16	RMH/DM

REVISIONS:
1 REVISED PER CITY COMMENTS DATED 12/12/14
2 REVISED STREET NAMES & STABILIZED ACCESS
3 REVISED PER CITY COMMENTS DATED 07/29/15
4 REVISED PER CITY COMMENTS DATED 03/27/15
5 PER CLIENT DIRECTION
6 REVISED PER CITY COMMENTS DATED 03/16/16
7 REVISED PER SJRWMD COMMENTS DATED 4/19/16

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

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
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PROJECT NO: 09066
ISSUE DATE: 4-18-16
DESIGNED BY: MLR/RMH
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 09066UTL-A-B
XREFS: 09066SURV
XREFS: 09066BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=50'

SHEET C15 OF 36

SANITARY SEWER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TC	PIPE INVERT(S), DIRECTION, SIZE
EXISTING MANHOLE-2	28.99	16.67 (N) 8"
MH # AB-11	29.28	15.68 (SE) 8" 15.68 (NW) 8"
MH # AB-12	29.30	16.38 (SE) 8" 16.38 (W) 8" 16.38 (NW) 8"
MH # AB-13	29.24	17.52 (NW) 8" 17.52 (SE) 8"
MH # AB-14	28.48	18.65 (NW) 8" 18.65 (SE) 8"
MH # AB-15	28.80	19.91 (NW) 8" 19.91 (SE) 8"
MH # AB-16	28.85	21.17 (SE) 8" 21.17 (NW) 8"
MH # AB-16A	29.38	22.12 (SE) 8" 22.12 (NW) 8"
MH # AB-17	28.71	17.44 (E) 8" 17.44 (S) 8" 17.44 (NW) 8"
MH # AB-18	29.13	17.92 (N) 8" 17.92 (SW) 8"
MH # AB-19	28.93	18.81 (NE) 8" 18.81 (W) 8"
MH # AB-20	28.37	19.40 (E) 8" 19.40 (W) 8"
MH # AB-21	28.24	19.97 (E) 8" 19.97 (W) 8"
MH # AB-22	29.00	21.18 (E) 8" 21.18 (NW) 8"
MH # AB-23	28.61	21.65 (SE) 8" 21.65 (NW) 8"
MH # AB-24	28.19	22.15 (SE) 8" 22.15 (NW) 8"
SHALLOW MANHOLE MH # AB-25	29.18	23.50 (SE) 8" 23.50 (N) 8"
MH # AB-26	29.35	24.10 (S) 8"
MH # AB-28	28.24	17.98 (W) 8" 17.98 (SE) 8"
MH # AB-29	28.72	19.23 (NW) 8" 19.23 (E) 8"

SANITARY SEWER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TC	PIPE INVERT(S), DIRECTION, SIZE
MH # AB-30	28.61	20.23 (N) 8" 20.23 (SE) 8"
MH # AB-31	29.14	21.35 (NW) 8" 21.35 (S) 8"
MH # AB-32	28.53	21.73 (W) 8" 21.73 (SE) 8"
MH # AB-33	28.07	22.07 (SW) 8" 22.07 (E) 8"
MH # AB-34	28.55	22.73 (SW) 8" 22.73 (NE) 8"
MH # AB-35	29.10	23.31 (NE) 8"
MH # DE-49	28.40	18.17 (S) 8"
MH # DE-50	28.54	17.30 (N) 8" 17.20 (S) 8"

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NO	DATE		BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/26/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	3/26/15	REVISED PER CITY COMMENTS DATED 2/24/15	RMH/CM
4	4/6/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM
5	1/25/16	PER CLIENT DIRECTION	RMH/CM
6	4/18/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/CM

REVISIONS:

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

VILLAGE A & B-SANITARY
SEWER STRUCTURE TABLE

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

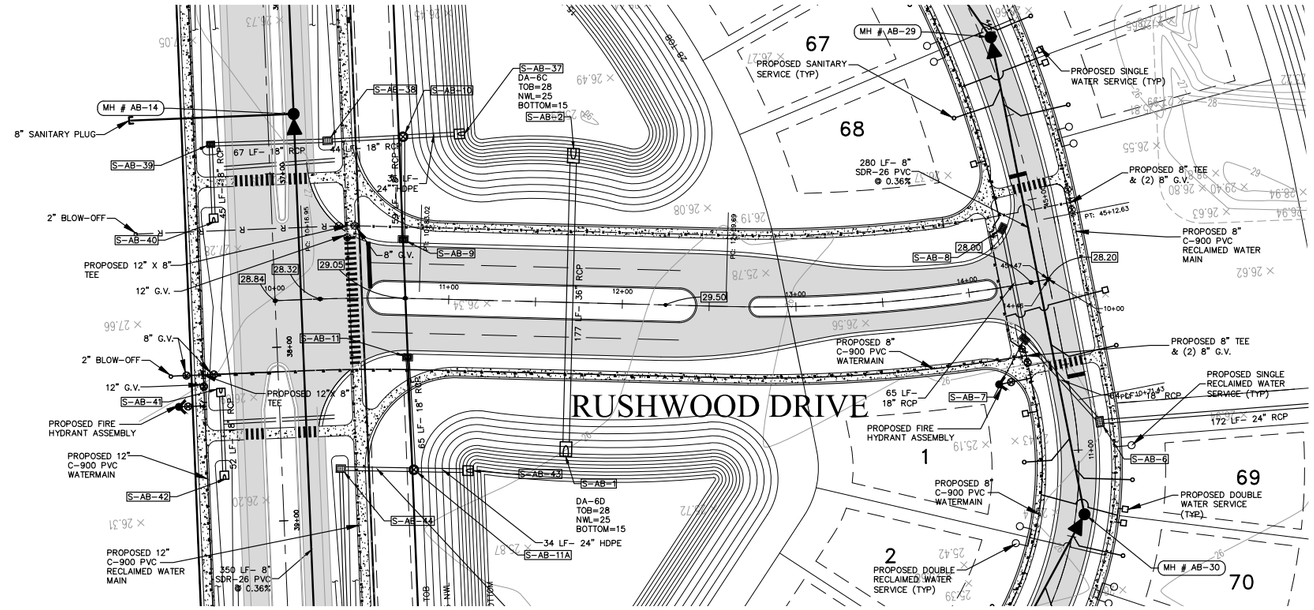
PROJECT NO: 09066 | DRAFTED BY: CM
ISSUE DATE: 4-18-16 | CHECKED BY: RMH
DESIGNED BY: MLR/RMH | DRAWING FILE: 09066TL-A-B
XREFS: 09066BURV
XREFS: 09066BAS

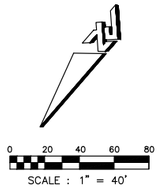
FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=100'

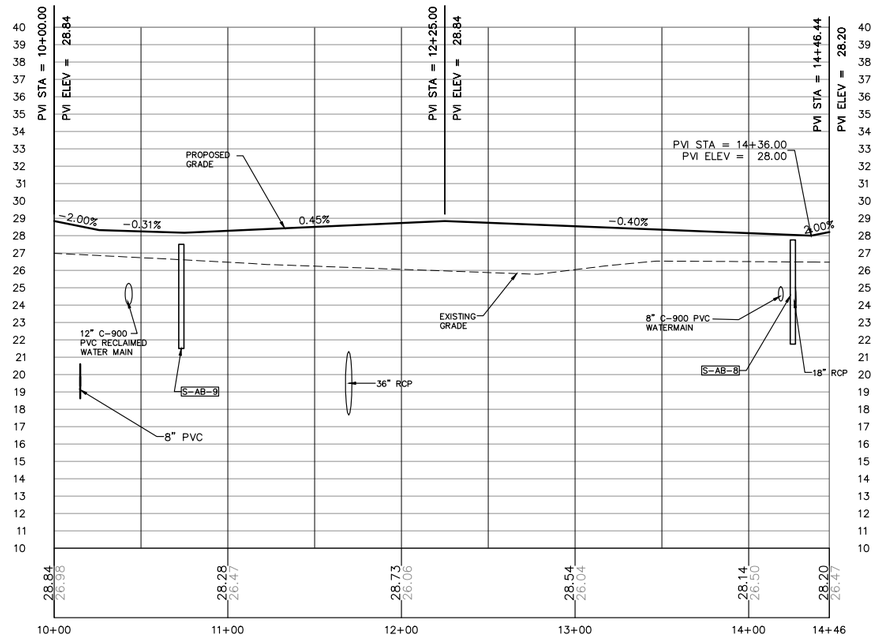
SHEET C16 OF 36

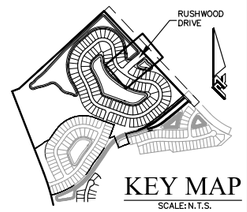




RUSHWOOD DRIVE - 90' R/W

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





KEY MAP
SCALE: N.T.S.

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NO	DATE		BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/26/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	3/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
4	4/6/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM
5	1/25/16	PER CLIENT DIRECTION	RMH/CM
6	4/18/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/CM

REVISIONS:

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

VILLAGE A & B - PLAN & PROFILE
RUSHWOOD DRIVE

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

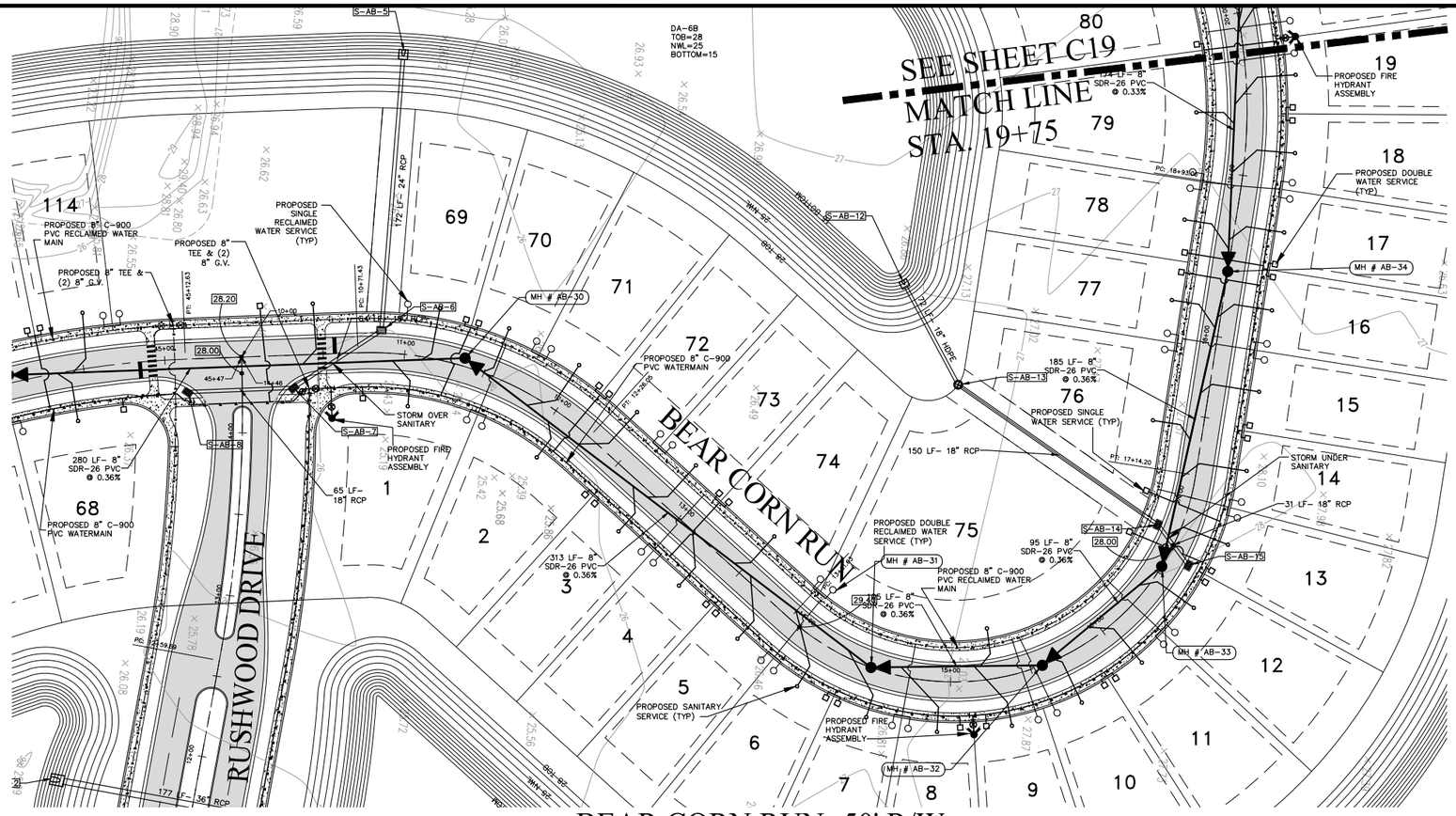
PROJECT NO.	09066
ISSUE DATE:	4-18-16
DESIGNED BY:	MJR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09066PP1-A-B
XREFS:	09066SURV
XREFS:	09066SAS

FILE LOCATION -

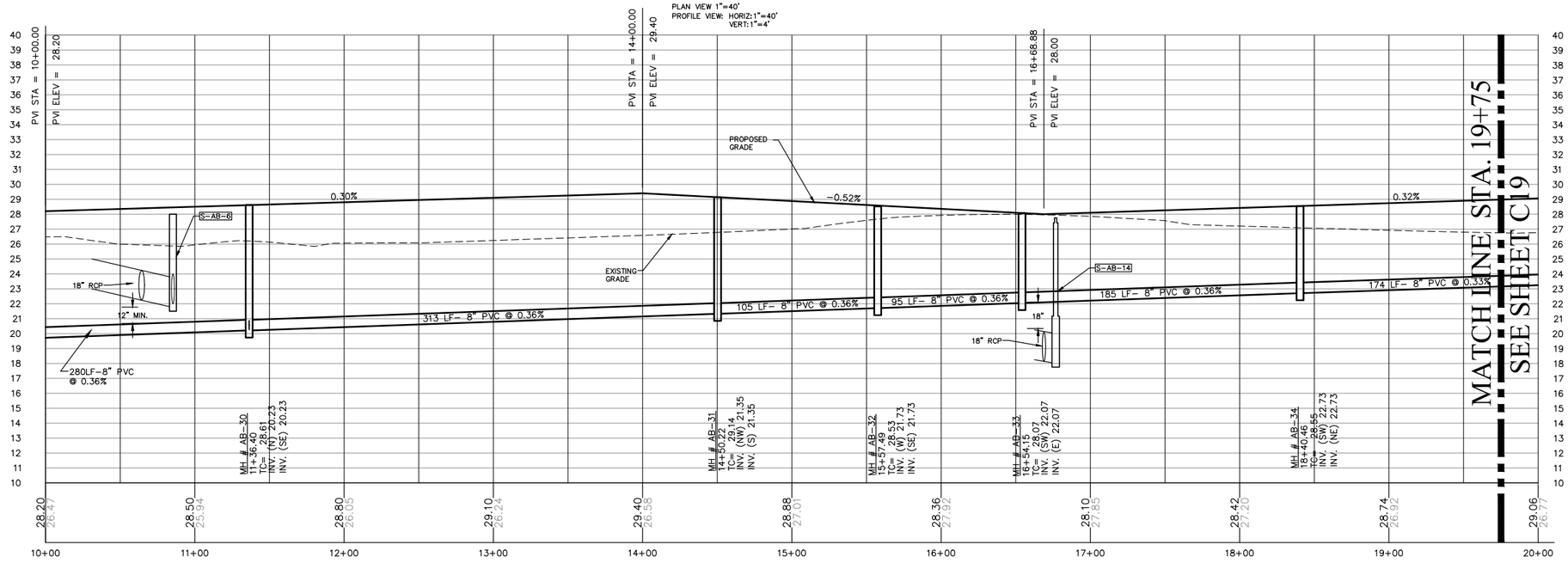
NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C17 OF 36



BEAR CORN RUN- 50' R/W



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NO	DATE	REVISIONS:	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	1/29/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	2/26/15	REVISED PER CITY COMMENTS DATED 02/16/15	RMH/RVA
4	4/4/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/RVA
5	1/29/16	PER CLIENT DIRECTION	RMH/RVA
6	4/18/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/RVA

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

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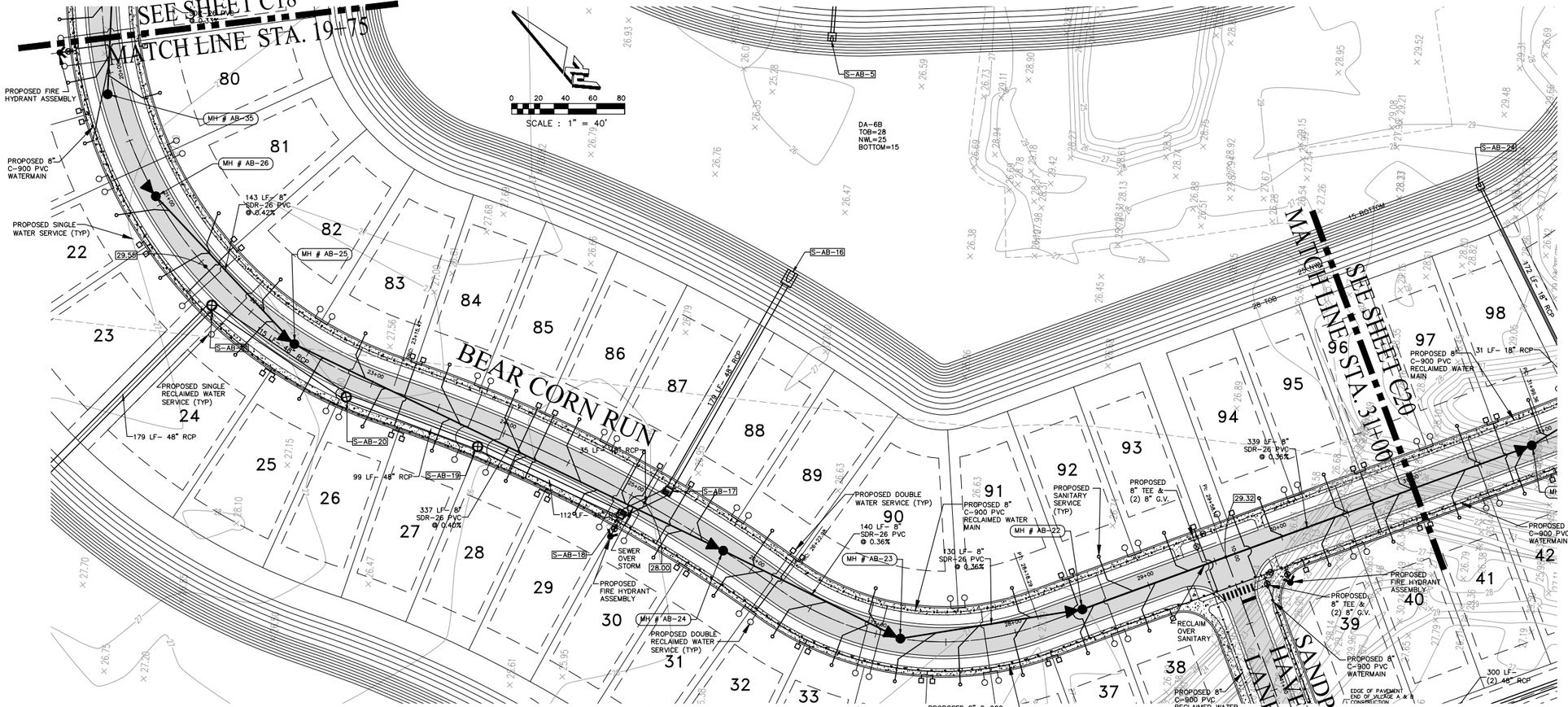
PROJECT NO. 09066
ISSUE DATE: 4-18-16
DESIGNED BY: KLR/RMH
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 09066PP2-A-B
XREFS: 09066SURV
XREFS: 09066BAS

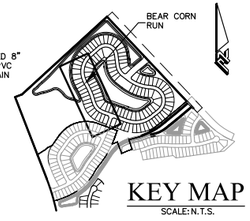
FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C18 OF 36

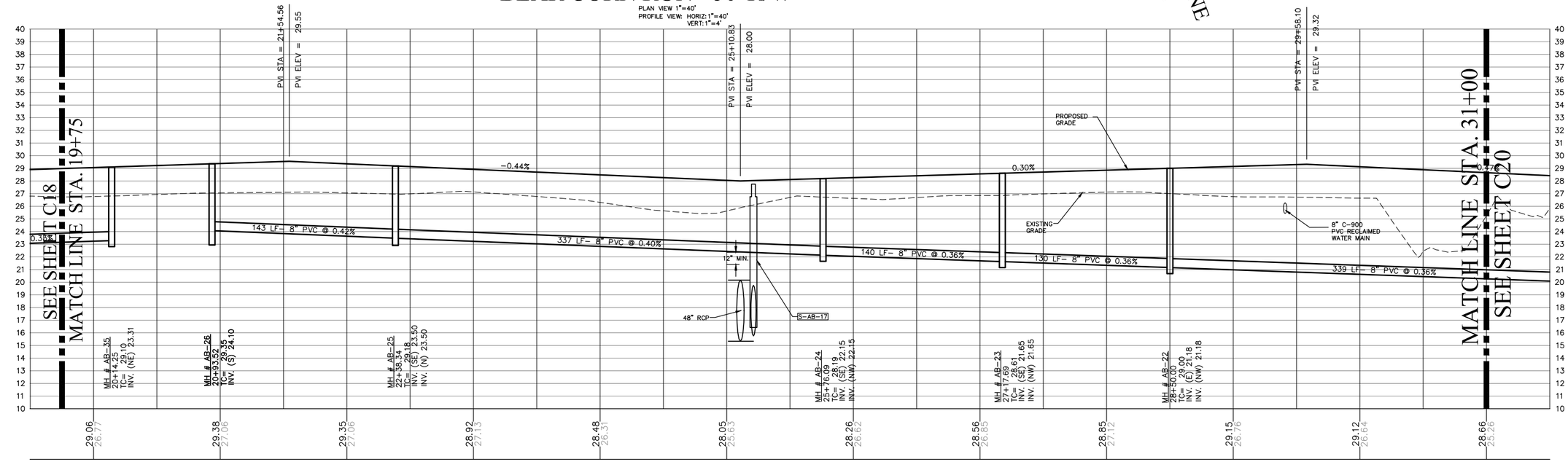




KEY MAP
SCALE: N.T.S.

BEAR CORN RUN - 50' R/W

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



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PROJECT NO:	09066
ISSUE DATE:	4-18-16
DESIGNED BY:	MLR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09066PP3-A-B
XREFS:	090660BJRV
XREFS:	090660BAS

FILE LOCATION -

NO	DATE	REVISIONS:	BY
1	7/28/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	1/29/15	REVISED STREET NAMES & ESTABLISHED ACCESS	RMH/CM
3	2/26/15	REVISED PER CITY COMMENTS DATED 02/06/15	RMH/CM
4	4/4/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM
5	1/29/16	PER CLIENT DIRECTION	RMH/CM
6	4/18/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/CM

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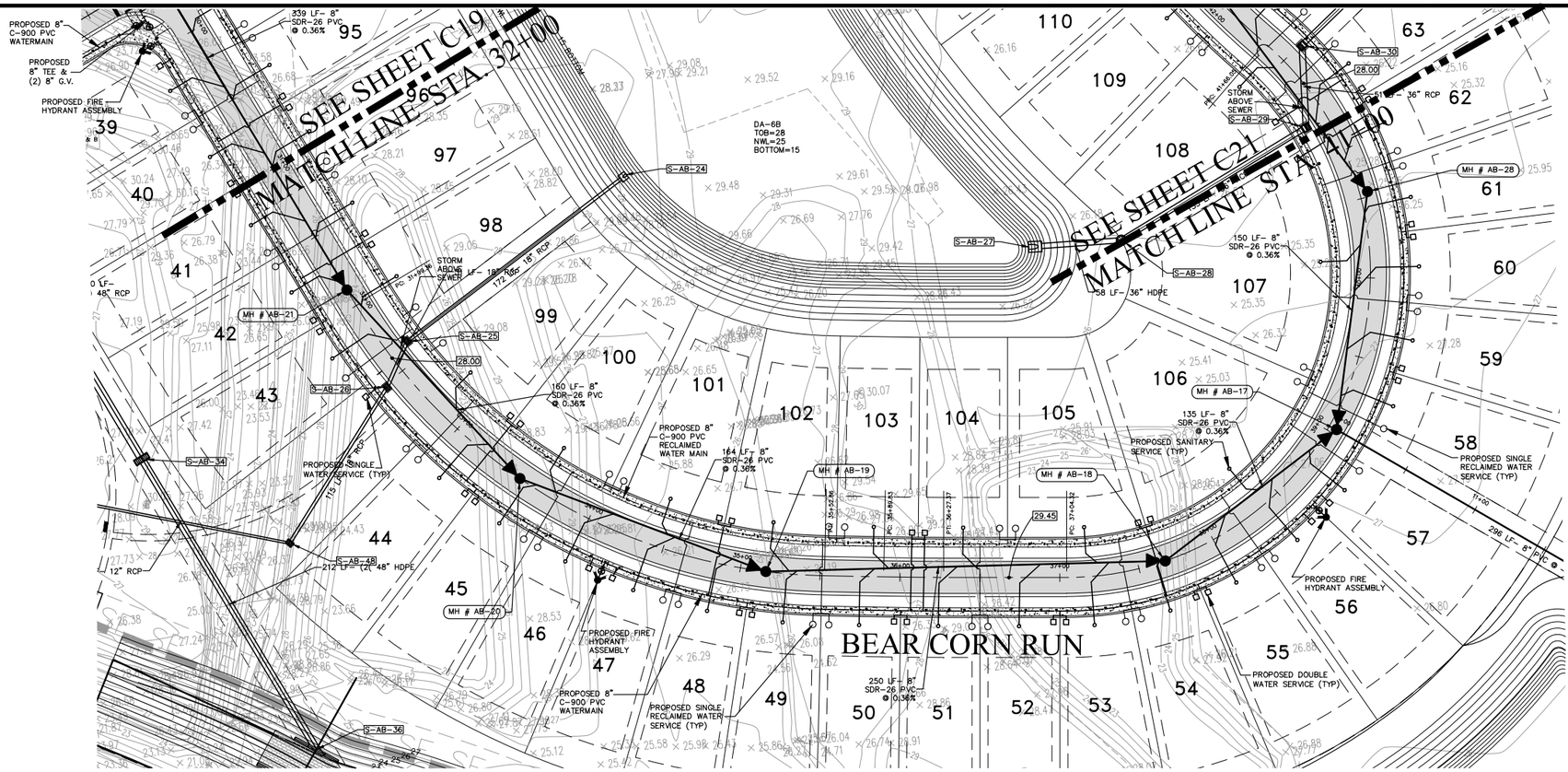
HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
VILLAGE A & B - PLAN & PROFILE
BEAR CORN RUN
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

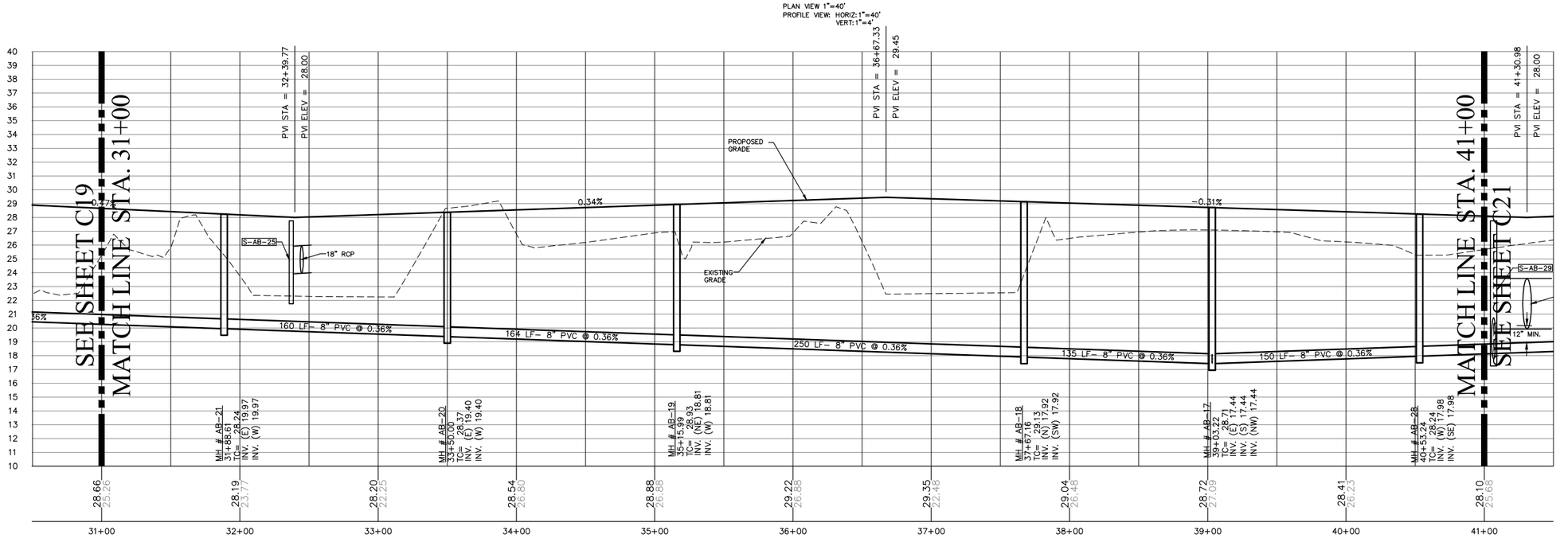
NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C19 OF 36



BEAR CORN RUN - 50' R/W



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NO	DATE	REVISIONS:	BY
1	7/28/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	7/28/15	REVISED STREET NAMES & ESTABLISHED ACCESS	RMH/CM
3	7/28/15	REVISED PER CITY COMMENTS DATED 2/6/15	RMH/CM
4	7/4/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM
5	1/29/16	PER CLIENT DIRECTION	RMH/CM
6	4/18/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/CM

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

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

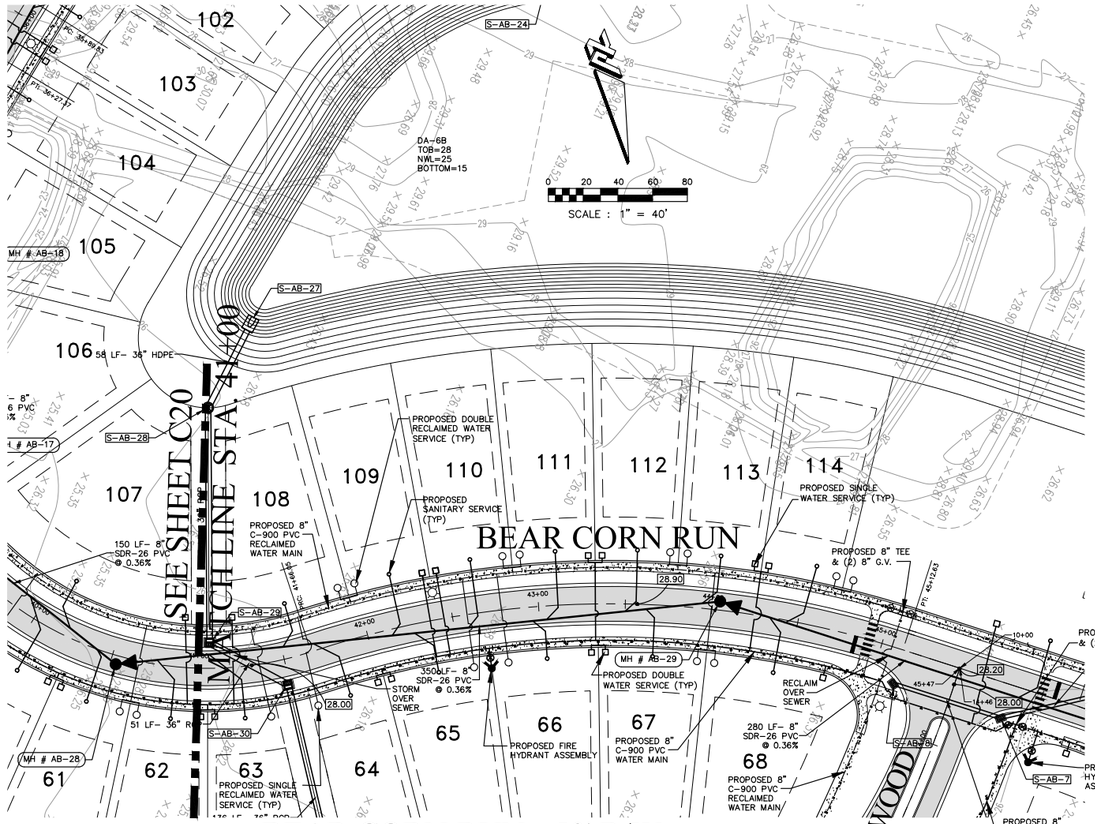
PROJECT NO.	09/06
ISSUE DATE:	4-18-16
DESIGNED BY:	MLR/RMH
DRAFTED BY: CM	
CHECKED BY: RMH	
DRAWING FILE: D09BPN-A-B	
XREFS: 1306SURV	
XREFS: 0906BAS	

FILE LOCATION -

NOT VALID WITHOUT SEAL

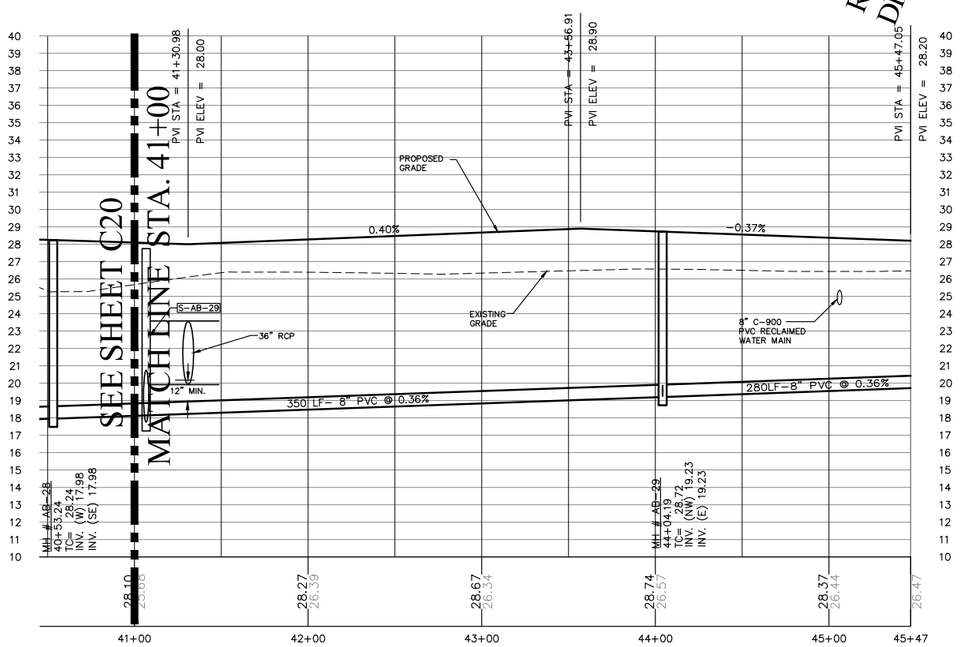
SCALE: 1"=40'

SHEET C20 OF 36

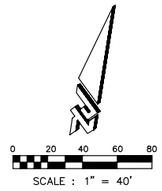


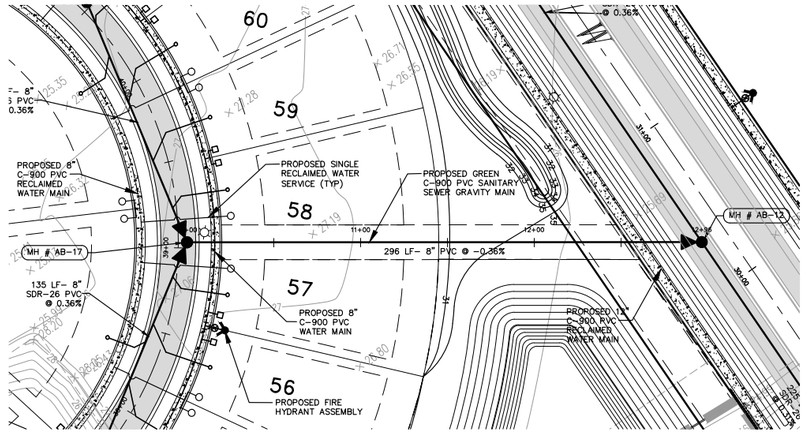
BEAR CORN RUN - 50' R/W

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



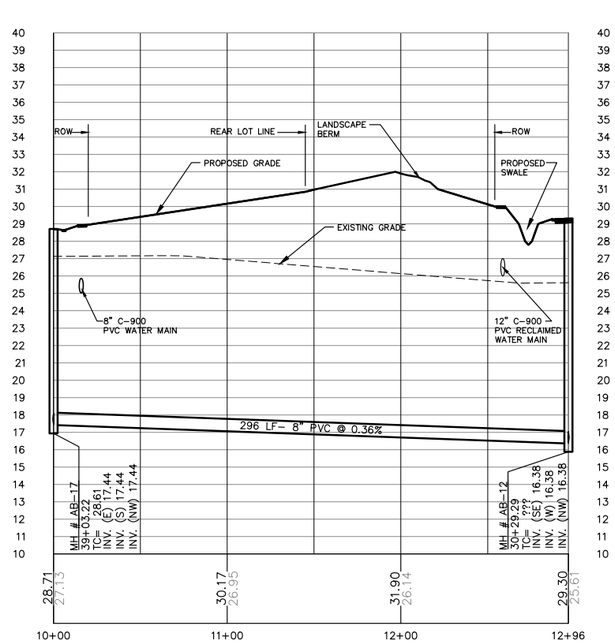
KEY MAP
SCALE:N.T.S.





MH AB-17 TO MH AB-12

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



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NO	DATE	REVISIONS:	BY
1	7/28/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
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3	7/28/15	REVISED PER CITY COMMENTS DATED 03/19/15	RMH/CM
4	7/28/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM
5	1/25/16	PER CLIENT DIRECTION	RMH/CM
6	4/18/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
VILLAGE A & B-PLAN & PROFILE
BEAR CORN RUN & SANDPINE HAVEN LANE
CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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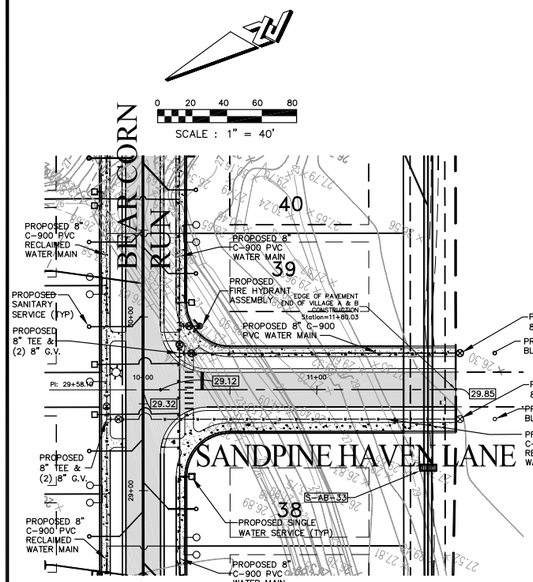
PROJECT NO.	09066	DRAFTED BY: CM	
ISSUE DATE:	4-18-16	CHECKED BY: RMH	
DESIGNED BY:	MJB/RMH	DRAWING FILE: 09066PPS-A-B XREFS: 09066SURV XREFS: 09066XAS	

FILE LOCATION -

NOT VALID WITHOUT SEAL

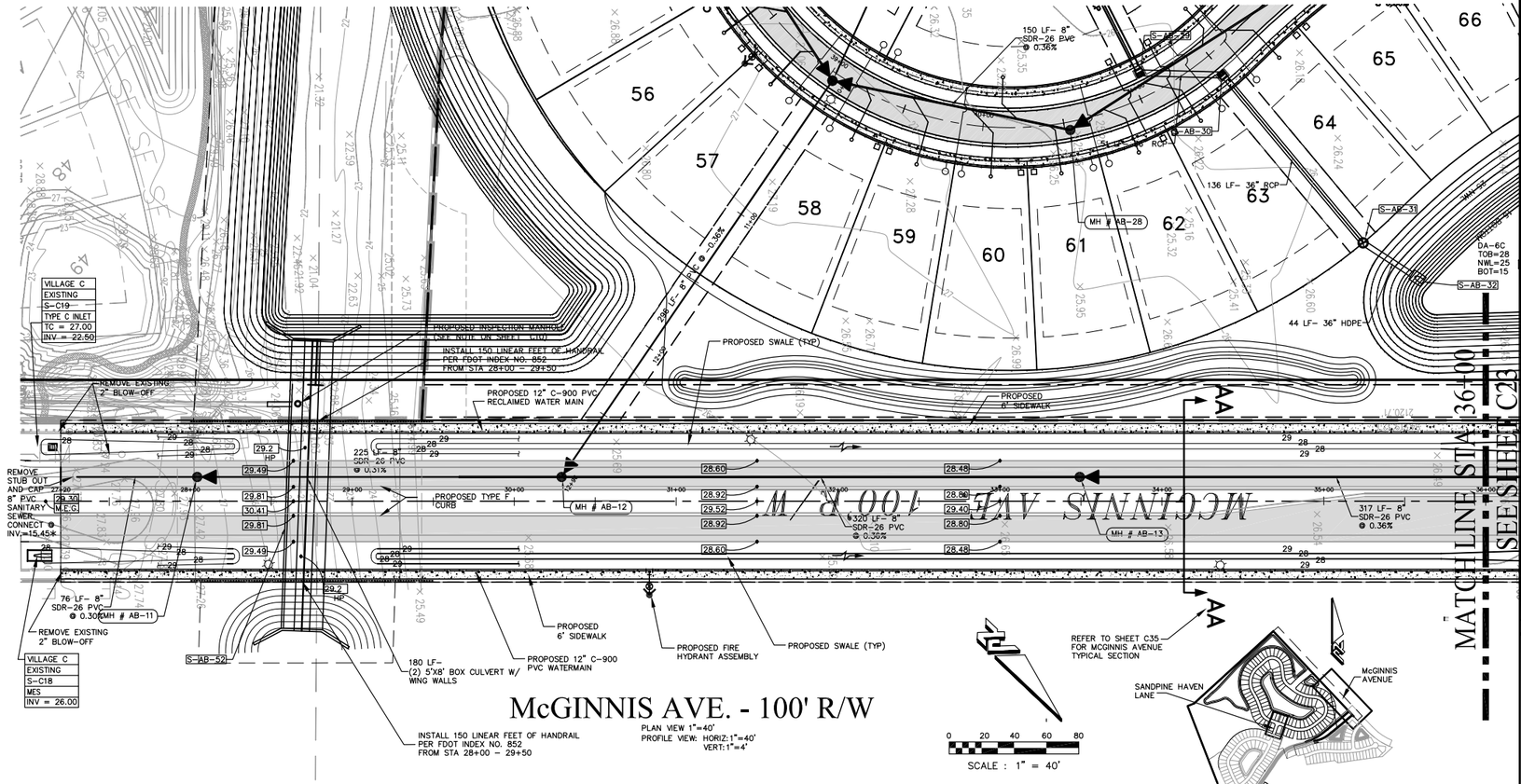
SCALE: 1"=40'

SHEET C21 OF 36



SANDPINE HAVEN LANE-50' R/W

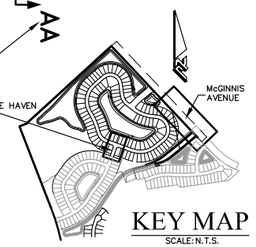
PLAN VIEW 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



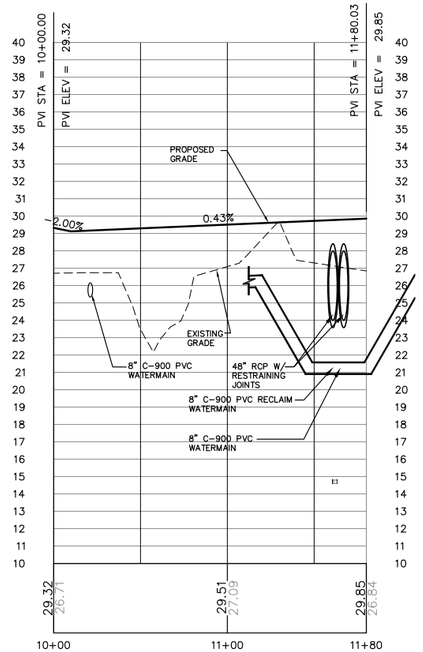
McGINNIS AVE. - 100' R/W

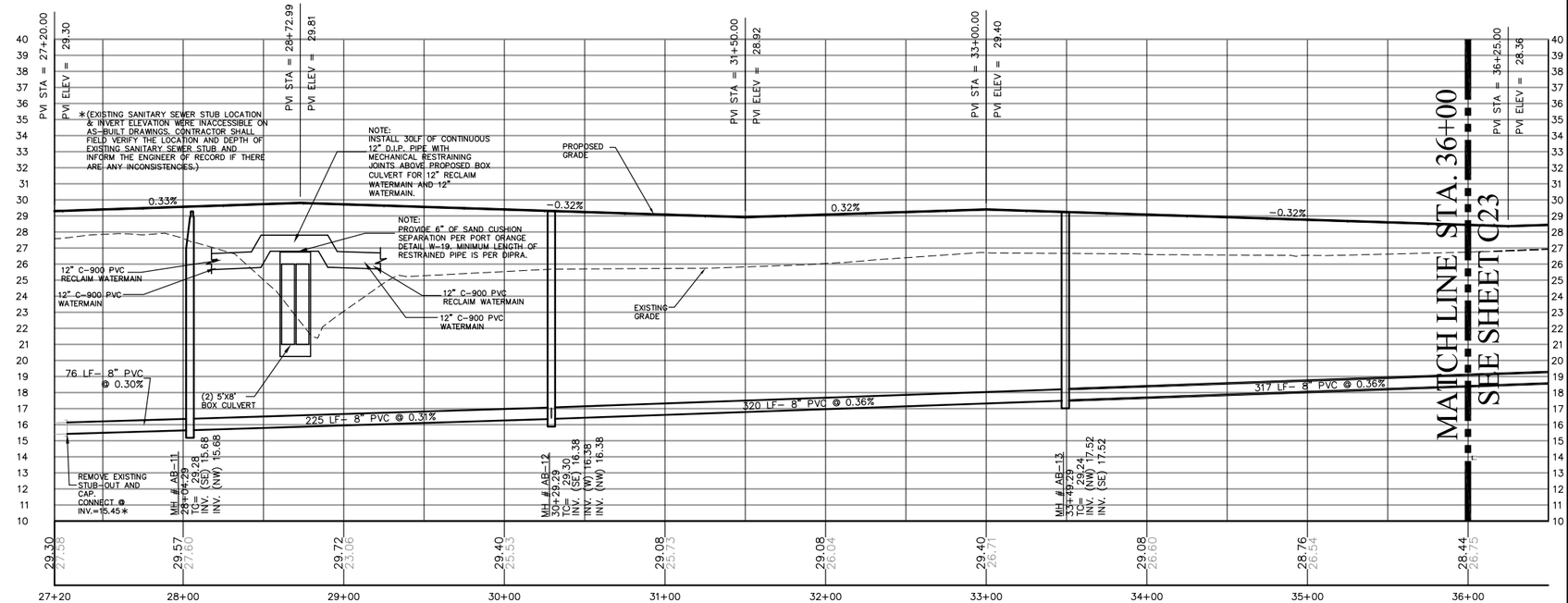
PLAN VIEW 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'

REFER TO SHEET C35 FOR MCGINNIS AVENUE TYPICAL SECTION



KEY MAP
SCALE: N.T.S.





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4 A1A SOUTH, STE #201, ST. AUGUSTINE, FL 32086
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NO.	DATE	REVISIONS:	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	1/29/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	2/20/15	REVISED PER CITY COMMENTS DATED 2/9/15	RMH/CM
4	4/6/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM
5	1/21/16	PER CLIENT DIRECTION	RMH/CM
6	3/25/16	REVISED PER CITY COMMENTS DATED 03/16/16	RMH/CM
7	4/19/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
VILLAGE A & B - PLAN & PROFILE
McGINNIS AVE.
VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
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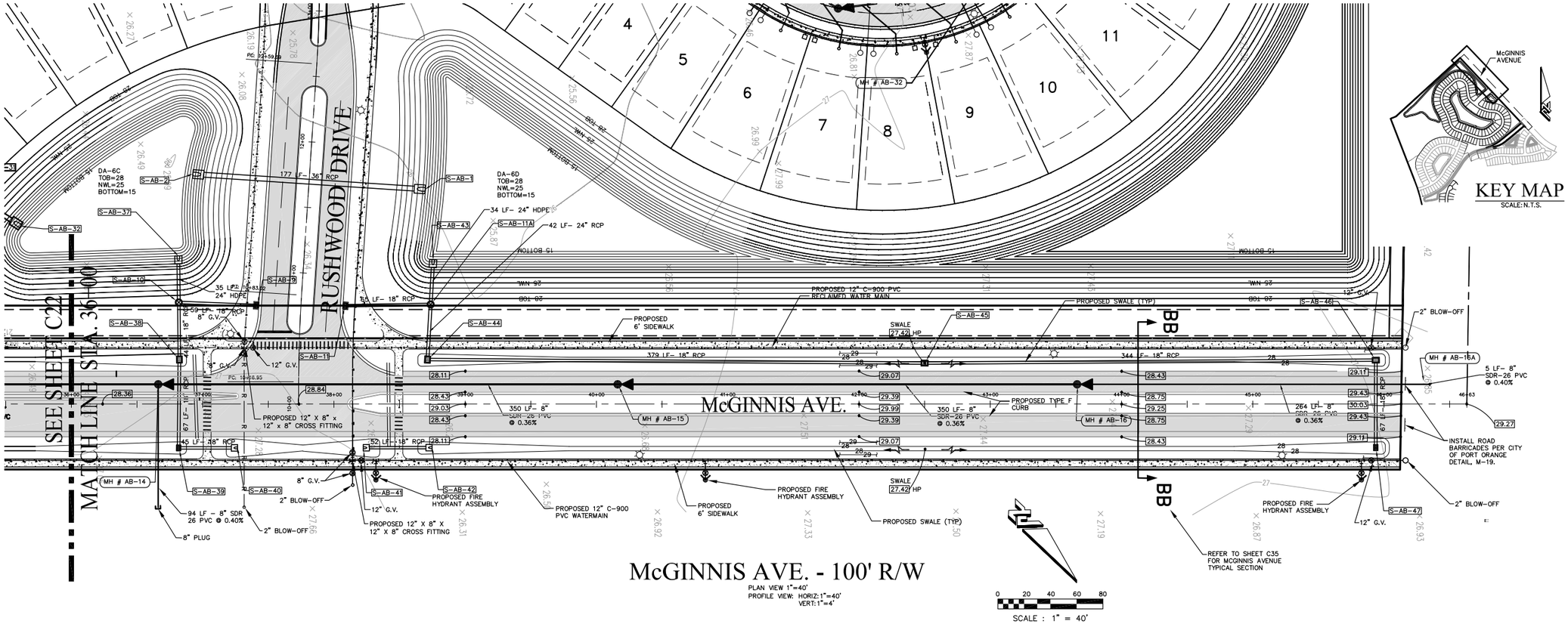
PROJECT NO: 09066 | DRAFTED BY: CM
ISSUE DATE: 4-18-16 | CHECKED BY: RMH
DESIGNED BY: MLB/RMH | DRAWING FILE: 09066PP0A-AB
XREFS: 09066SURV
XREFS: 09066BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C22 OF 36



REVISIONS:

NO.	DATE	BY
1	1/26/15	RMH/DM
2	2/20/15	RMH/DM
3	3/27/15	RMH/DM
4	4/6/15	RMH/DM
5	1/21/16	RMH/DM
6	3/25/16	RMH/DM
7	4/19/16	RMH/DM

1) REVISED PER CITY COMMENTS DATED 12/12/14
2) REVISED STREET NAMES & STABILIZED ACCESS
3) REVISED PER CITY COMMENTS DATED 2/20/15
4) REVISED PER CITY COMMENTS DATED 03/27/15
5) PER CLIENT DIRECTION
6) REVISED PER CITY COMMENTS DATED 03/16/16
7) REVISED PER SJRWMD COMMENTS DATED 4/19/16

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HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
VILLAGE A & B - PLAN & PROFILE
McGINNIS AVE.

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

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PROJECT NO:	09068
ISSUE DATE:	4-18-16
DESIGNED BY:	MLR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09068PP1A-B
XREFS:	09068SURV
XREFS:	09068BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C23 OF 36

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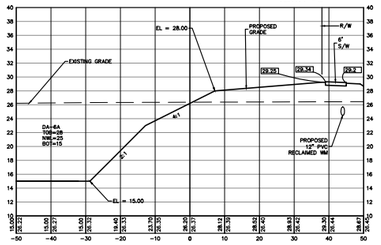

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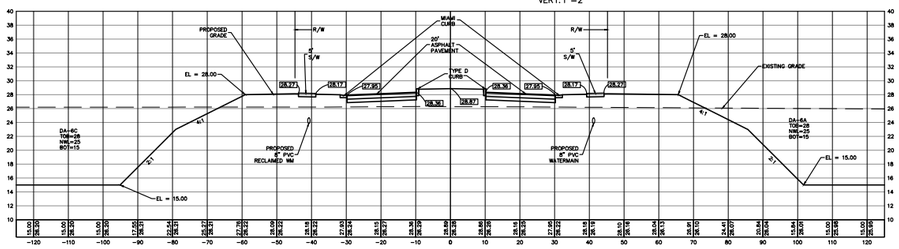
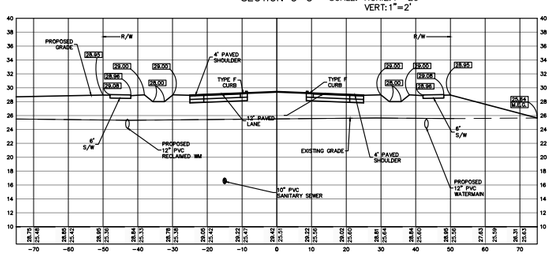


SECTION C–C

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



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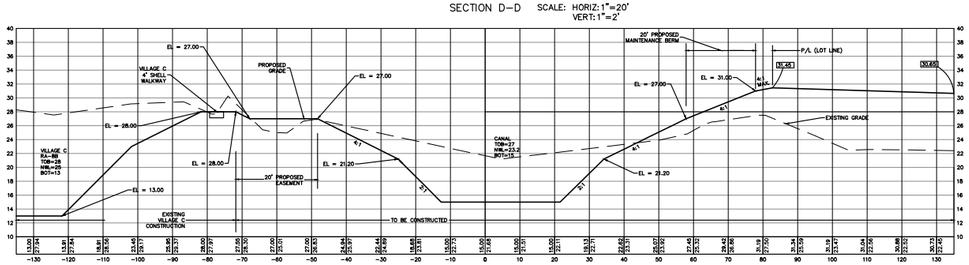

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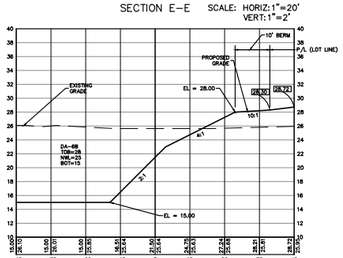

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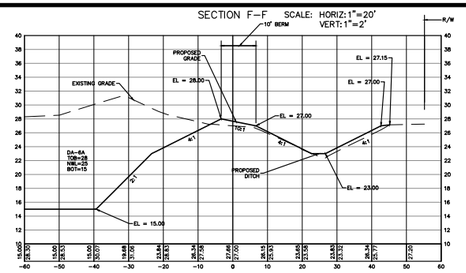

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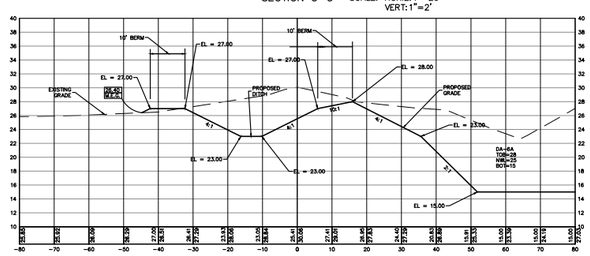

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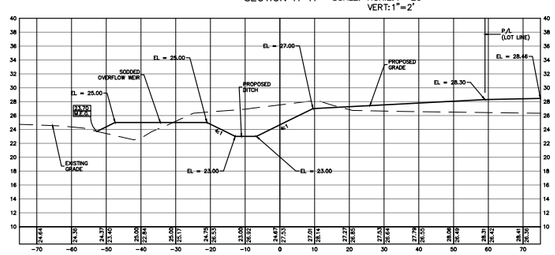
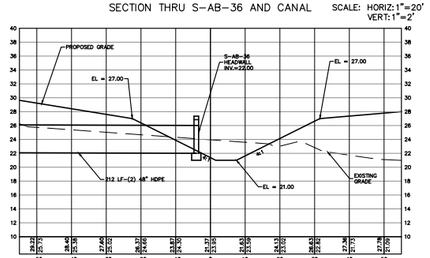


SECTION THRU S–AB–36 AND CANAL SCALE: HORIZ:1"=20' VERT:1"=2'



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NO	DATE		BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/JM
2	1/29/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/JM
3	2/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/RGW
4	4/6/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/RGW
5	1/29/16	PER CLIENT DIRECTION	RMH/RGW
6	4/18/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/RGW

REVISIONS:

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

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

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CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
SURVEYORS • ECOLOGISTS
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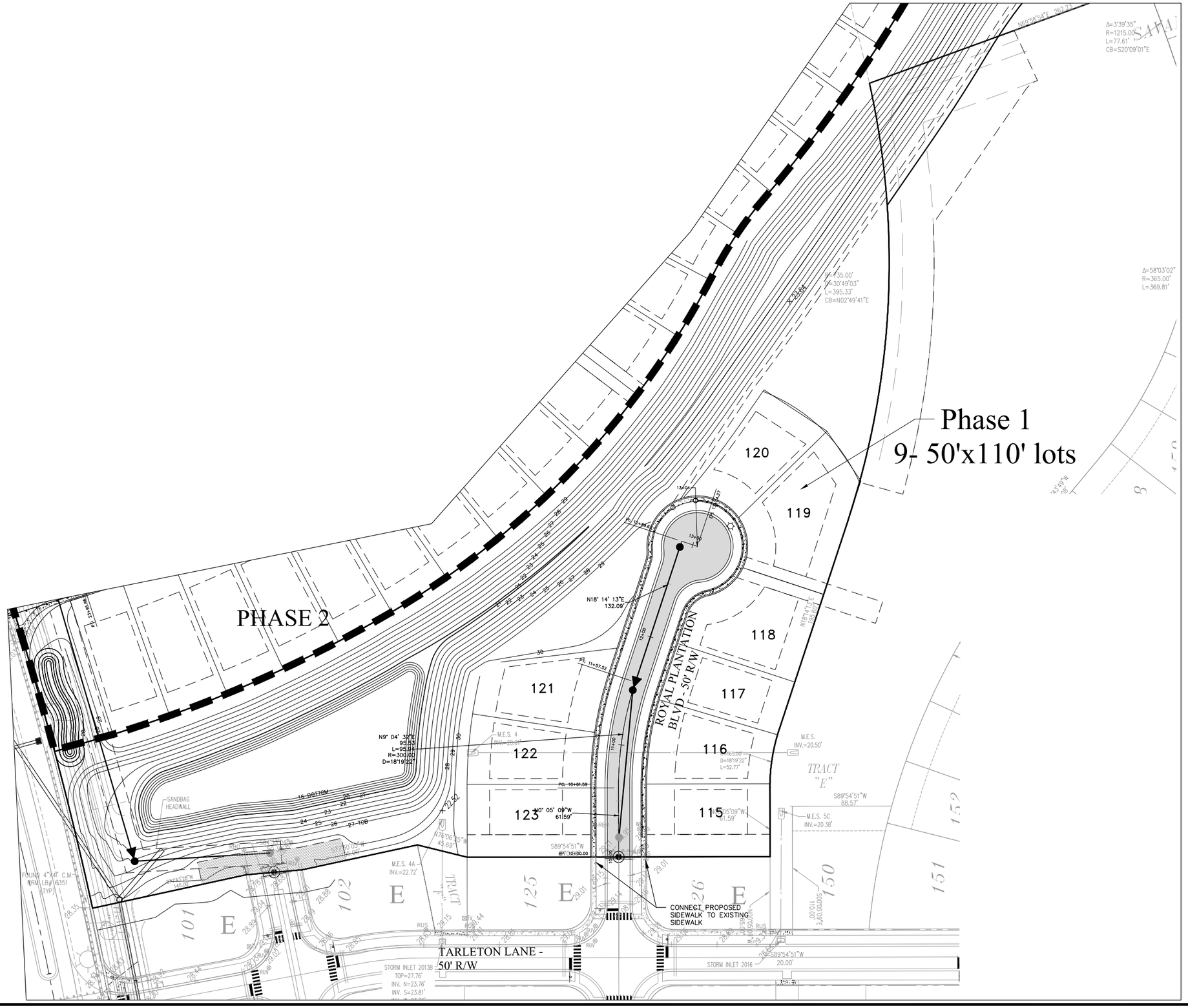
PROJECT NO: 99066 | DRAFTED BY: CM
ISSUE DATE: 4-18-16 | CHECKED BY: RMH
DESIGNED BY: MLB/RMH | DRAWING FILE: 99066SEC
XREFS: 99066SURV
XREFS: 99066BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C24 OF 36



LEGEND:

- PROPOSED ASPHALT & MIAMI CURB
- PROPOSED STOP BAR, CROSSWALK & STOP SIGN
- PROPOSED SIDEWALK
- 45 — PROPOSED LOT, LOT NUMBER & BUILDING SETBACKS

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1	7/28/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	7/28/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	2/26/16	REVISED PER CITY COMMENTS DATED 12/29/15	RMH/RGW
4	4/4/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/RGW
5	1/25/16	PER CLIENT DIRECTION	RMH/RGW
6	3/29/16	REVISED PER SJRWMD/ADDENDUM FOR TBS 7/03/16 & 7/29/16	RMH/RGW

REVISIONS:

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

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

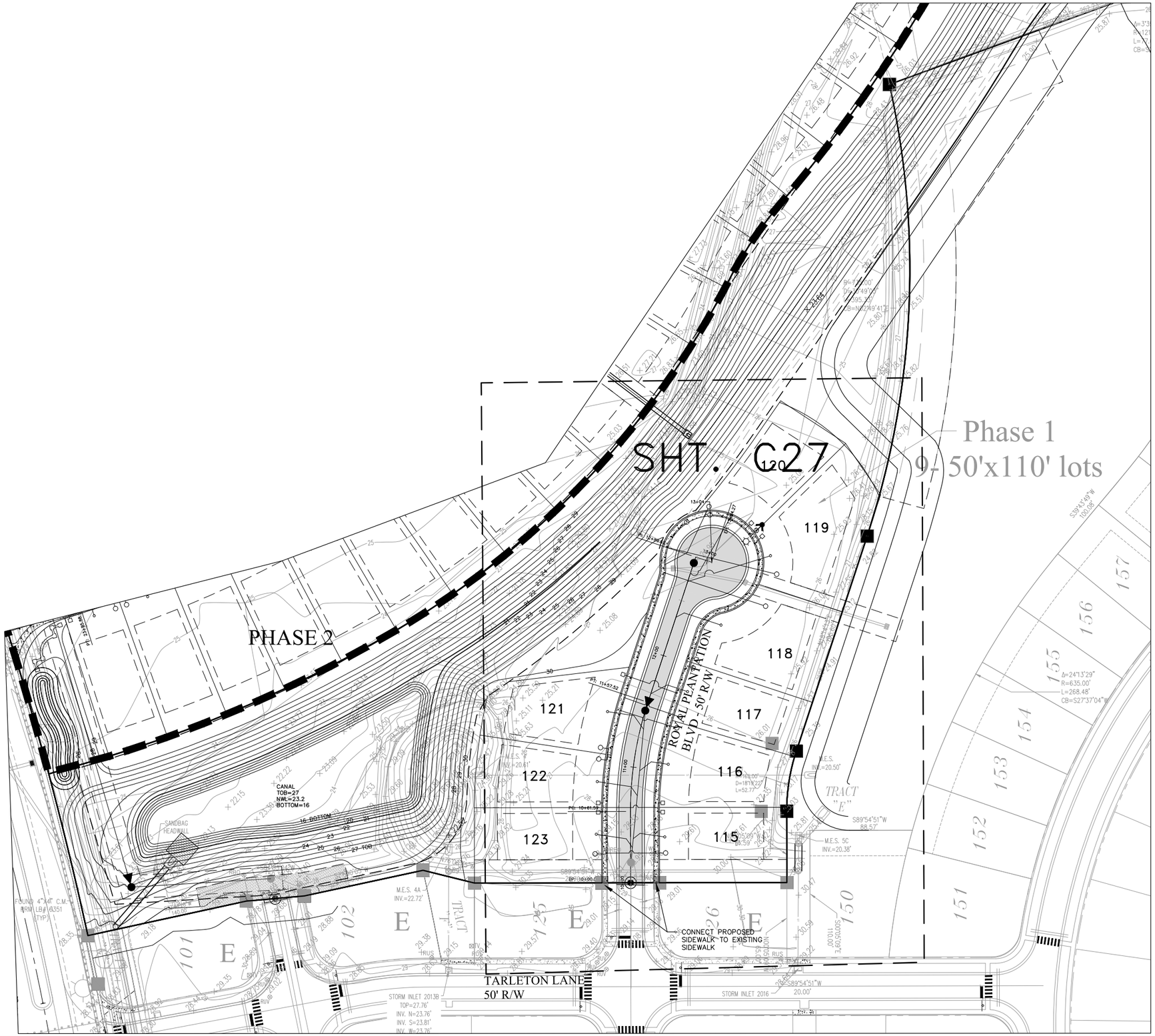
PROJECT NO:	09066
ISSUE DATE:	4-18-16
DESIGNED BY:	MLR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	D0906SED-A-E
XREFS:	D0906SURV
XREFS:	D0906BAS

FILE LOCATION –

NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C25 OF 36



0 20 40 60 80

SCALE : 1" = 40'

LEGEND:

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

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1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/26/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	3/26/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/RVW
4	4/4/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/RVW
5	1/25/16	PER CLIENT DIRECTION	RMH/RVW
6	3/29/16	REVISED PER SJRWMD/ACOE/NWS/FDEP/TIITF COMMENTS	RMH/RVW

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

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

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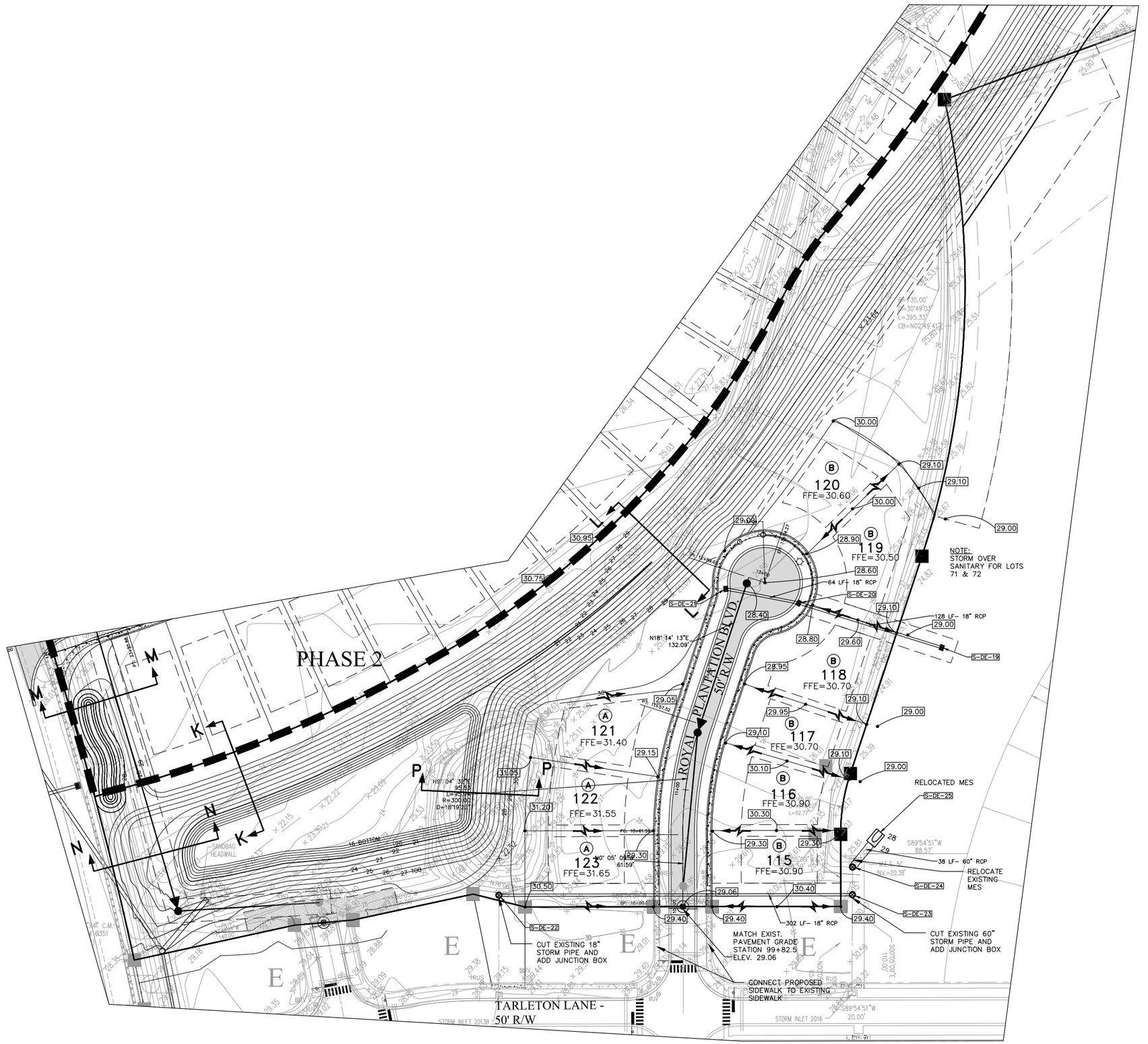
PROJECT NO:	0606	DRAFTED BY:	CM
ISSUE DATE:	4-18-16	CHECKED BY:	RMH
DESIGNED BY:	MLR/RMH	DRAWING FILE:	X:\0606\DRA-ENG\XREFS 0606BSJRV XREFS 0606BSAS

FILE LOCATION ~

NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C26 OF 36



0 20 40 60 80

SCALE : 1" = 40'

LEGEND:

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

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

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NO	DATE		BY
1	7/28/15	REVISED PER CITY COMMENTS DATED 12/12/14	RM/JM
2	7/28/15	REVISED STREET NAMES & STABILIZED ACCESS	RM/JM
3	2/26/16	REVISED PER CITY COMMENTS DATED 10/29/15	RM/JM
4	4/4/15	REVISED PER CITY COMMENTS DATED 03/27/15	RM/JM
5	1/25/16	PER CLIENT DIRECTION	RM/JM
6	3/29/16	REVISED PER SJRWMD/ARMY/USCB TEB TR3/ 4&7/5&16	RM/JM

REVISIONS:

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

VILLAGE E - PAVING
GRADING & DRAINAGE PLAN

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

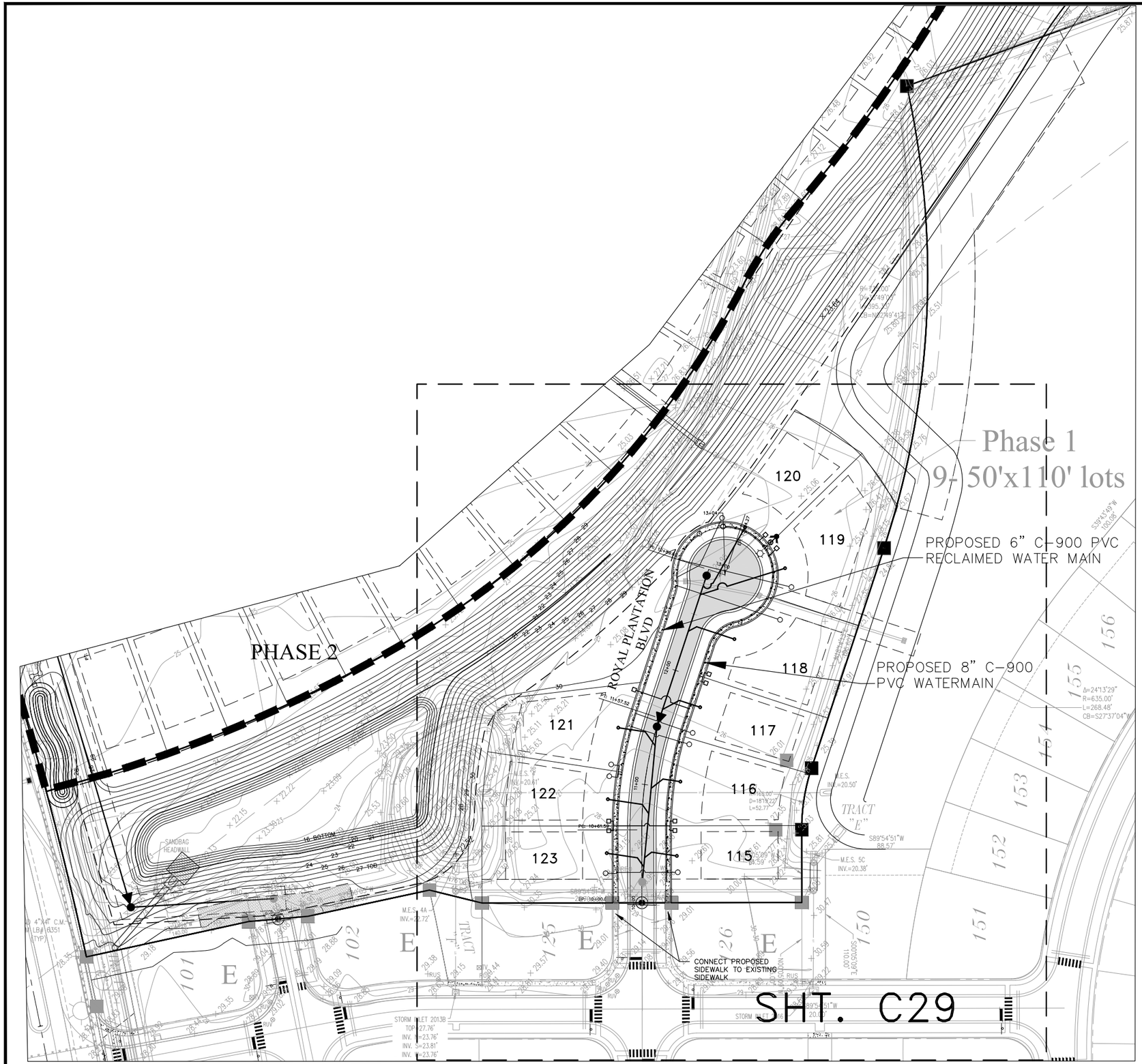
PROJECT NO:	09066
ISSUE DATE:	4-18-16
DESIGNED BY:	MLB/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	Z:\09066\PDA\SE XREFS: 09066SJRV XREFS: 09066BAS

FILE LOCATION: ~

NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C27 OF 36



0 20 40 60 80

SCALE : 1" = 40'

LEGEND

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

NOTES:
1. REFER TO SHEET C12 FOR SANITARY SEWER STRUCTURE TABLE
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TELEPHONE, CABLE AND ANY OTHER UTILITY LINES, WITH ALL LINES BE INSTALLED UNDERGROUND UNLESS OTHERWISE PERMITTED IN SECTION 8, CHAPTER OF THE CODE.
3. ALL RECLAIM AND POTABLE WATER SERVICES ARE TO BE LOCATED WITHIN 2' OF SIDE LOT LINES EXCEPT ON CORNER LOTS.

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NO	DATE	REVISIONS:	BY
1	7/28/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	7/28/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	7/28/15	REVISED PER CITY COMMENTS DATED 02/19/15	RMH/CM
4	7/28/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM
5	7/28/15	PER CLIENT DIRECTION	RMH/CM
6	7/28/15	REVISED PER SJRWMD COMMENTS DATED 7/15/15 & 7/29/15	RMH/CM

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

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

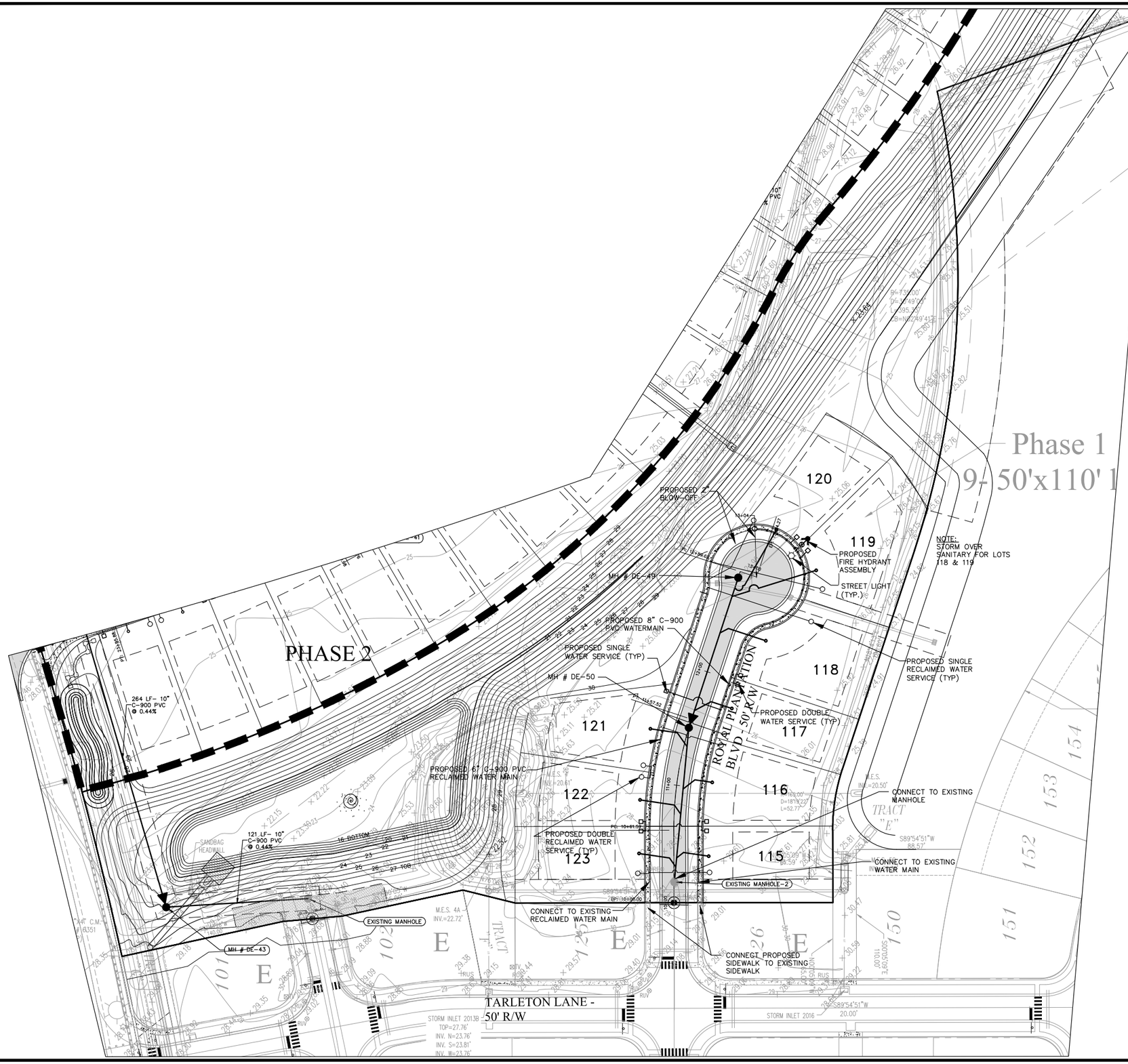
PROJECT NO:	09066
ISSUE DATE:	4-18-16
DESIGNED BY:	MLR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	D:\09066\OUT\P-C4-5
XREFS:	D:\09066\SURV
XREFS:	D:\09066\BAS

FILE LOCATION –

NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C28 OF 36



LEGEND

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

NOTES:
1. REFER TO SHEET C11 FOR SANITARY SEWER STRUCTURE TABLE
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TELEPHONE, CABLE AND ANY OTHER UTILITY LINES, WITH ALL LINES BE INSTALLED UNDERGROUND UNLESS OTHERWISE PERMITTED IN SECTION 8, CHAPTER OF THE CODE.
3. ALL RECLAIM AND POTABLE WATER SERVICES ARE TO BE LOCATED WITHIN 2' OF SIDE LOT LINES EXCEPT ON CORNER LOTS.

SANITARY SEWER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TC	PIPE INVERT(S), DIRECTION, SIZE
MH # DE-49	28.40	18.17 (S) 8"
MH # DE-50	28.54	17.30 (N) 8" 17.20 (S) 8"

*(EXISTING SANITARY SEWER MANHOLE KNOCK-OUT LOCATION & INVERT ELEVATION BASED ON AS-BUILT DRAWINGS. CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND DEPTH OF EXISTING SANITARY SEWER STUB AND INFORM THE ENGINEER OF RECORD IF THERE ARE ANY INCONSISTENCIES.)

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NO	DATE	REVISIONS:	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	2/26/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	3/26/15	REVISED PER CITY COMMENTS DATED 02/24/15	RMH/CM
4	4/6/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM
5	1/25/16	PER CLIENT DIRECTION	RMH/CM
6	4/29/16	REVISED PER SJRWMD COMMENTS DATED 03/25/16	RMH/CM

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
VILLAGE E - UTILITY PLAN

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

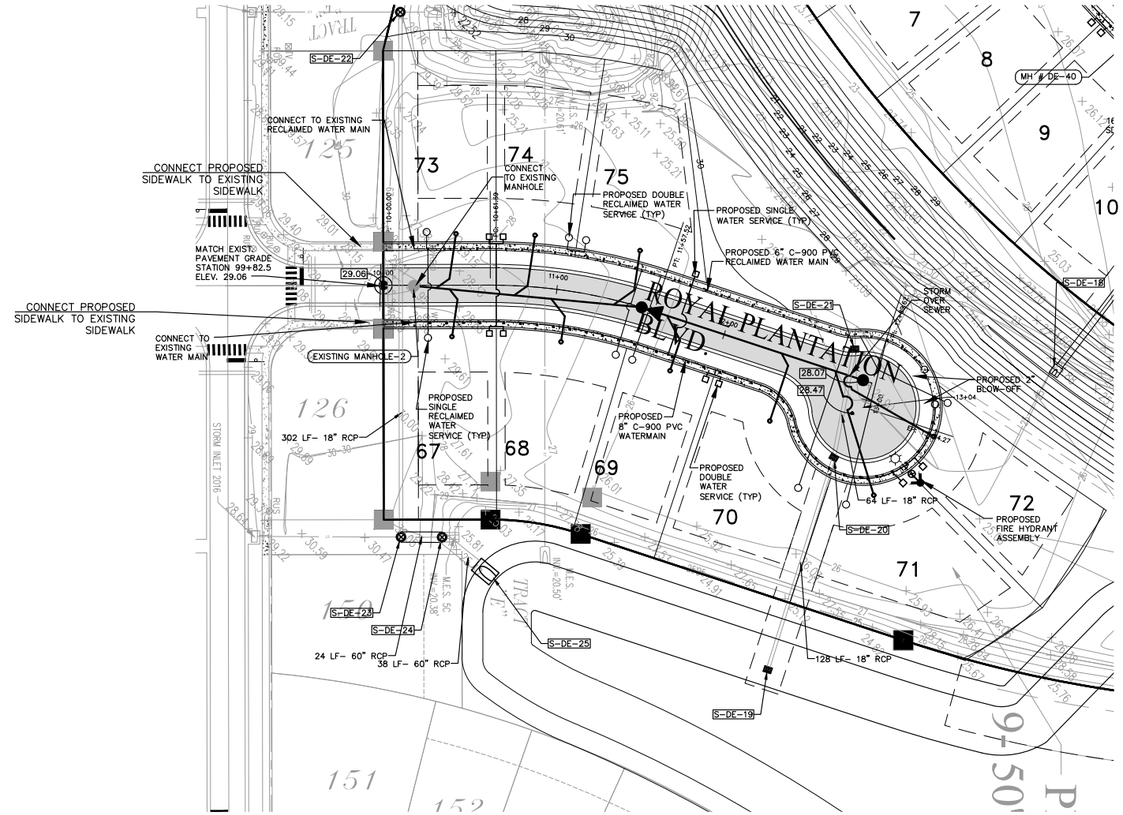
PROJECT NO: 09006 | DRAFTED BY: CM
ISSUE DATE: 4-18-16 | CHECKED BY: RMH
DESIGNED BY: MLR/RMH | DRAWING FILE: 2139PP01A-SE
XREFS: 09006SURV
2REFS: 09006BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C29 OF 36

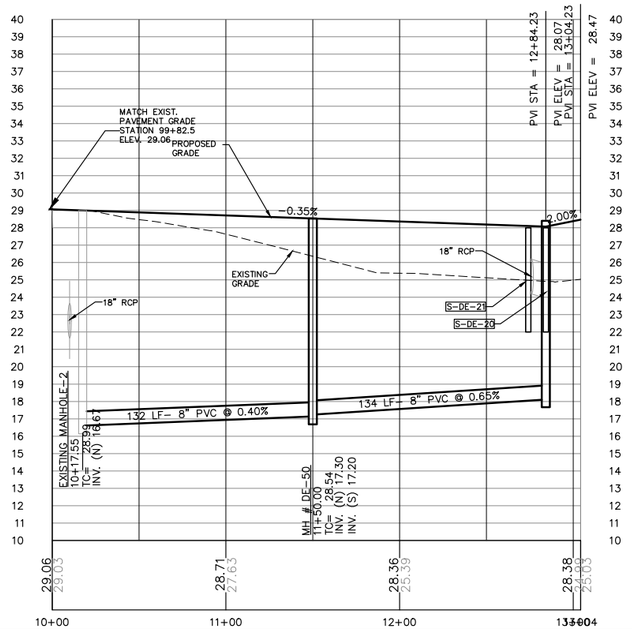


0 20 40 60 80

SCALE : 1" = 40'

ROYAL PLANTATION BLVD-50' R/W

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



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

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NO	DATE		BY
1	7/28/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	7/29/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	12/29/15	REVISED PER CITY COMMENTS DATED 10/29/15	RMH/RVW
4	4/4/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/RVW
5	1/29/16	PER CLIENT DIRECTION	RMH/RVW
6	4/18/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/RVW

REVISIONS:

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
VILLAGE E - PLAN & PROFILE
ROYAL PLANTATION BLVD

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

PROJECT NO.	09066
ISSUE DATE:	4-18-16
DESIGNED BY:	MLR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09066PP-E
XREFS:	09066SURV
XREFS:	09066BAS

FILE LOCATION -

NOT VALID WITHOUT SEAL

SCALE: 1"=40'

SHEET C30 OF 36

SECTION K–K

SCALE: HORIZ: 1"=20'
VERT: 1"=2'

SECTION L–L

SECTION M–M

SECTION N–N

SECTION P–P

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NO	DATE		BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	1/29/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	3/27/15	REVISED PER CITY COMMENTS DATED 02/24/15	RMH/RVM
4	4/6/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/RVM
5	1/29/16	PER CLIENT DIRECTION	RMH/RVM
6	4/18/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/RVM

REVISIONS:

HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
VILLAGE E - SECTIONS

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

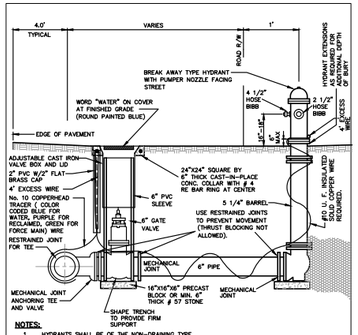
PROJECT NO: 09086 | DRAFTED BY: CM
ISSUE DATE: 4-18-16 | CHECKED BY: RMH
DESIGNED BY: MLR/RMH | DRAWING FILE: 09086SEC
XREFS: 09086SURV
XREFS: 09086BAS

FILE LOCATION –

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C31 OF 36

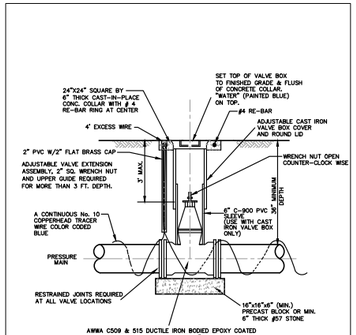


NOTES:

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

STANDARD CONSTRUCTION DETAIL
FIRE HYDRANT ASSEMBLY
REV. 12/08

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

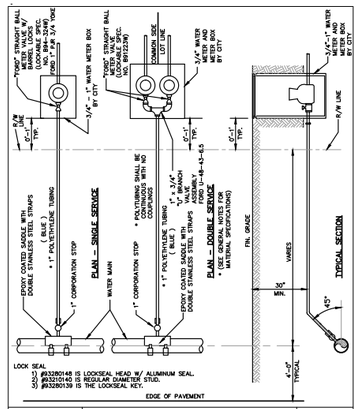


NOTE:

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

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

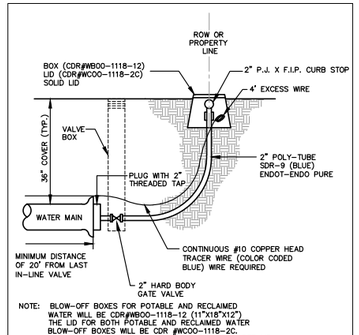
FILE NAME: W5.DWG
DETAIL REF: W-5



1) #93280148 IS LOCKSEAL HEAD W/ ALUMINUM SEAL.
2) #9321014S IS REGULAR DIAMETER STUD.
3) #93280139 IS THE LOCKSEAL KEY.

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

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

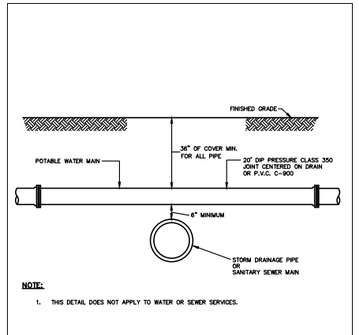


NOTE: BLOW-OFF BOXES FOR POTABLE AND RECLAIMED WATER WILL BE CDR#WB00-1118-12 (11"X18"X12") THE LID FOR BOTH POTABLE AND RECLAIMED WATER BLOW-OFF BOXES WILL BE CDR #WC00-1118-2C. THIS LID IS 11" X 18" AND HAS A CAST IRON READER LID. BOTH THE WATER AND THE RECLAIMED WATER BLOW-OFF BOX COMPONENTS SHALL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

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

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

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



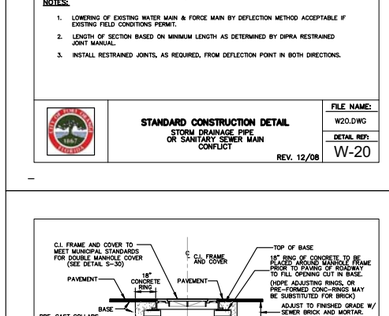
NOTE:

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

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

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

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

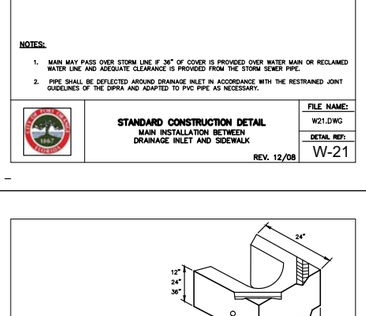


NOTES:

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

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

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

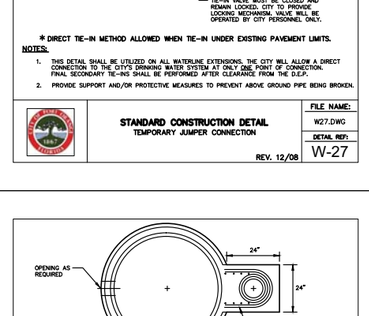


NOTES:

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

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

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



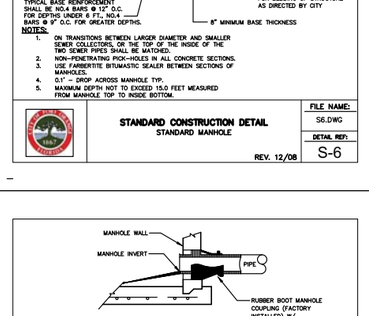
* DIRECT TIE–IN METHOD ALLOWED WHEN TIE–IN UNDER EXISTING PAVEMENT LIMITS.

NOTES:

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

STANDARD CONSTRUCTION DETAIL
TEMPORARY JUMPER CONNECTION
REV. 12/08

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

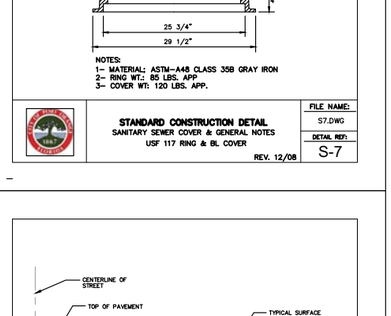


NOTES:

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

STANDARD CONSTRUCTION DETAIL
STANDARD MANHOLE
REV. 12/08

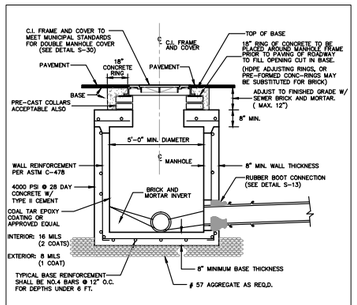
FILE NAME: S6.DWG
DETAIL REF: S-6



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

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

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



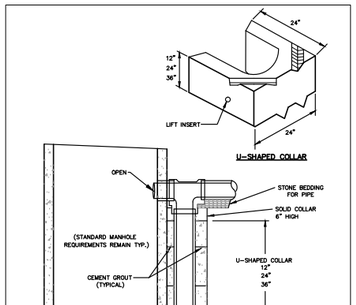
SECTION – SHALLOW MANHOLE
USE FOR MANHOLES OF 5'–0" OR LESS IN DEPTH

NOTES:

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

STANDARD CONSTRUCTION DETAIL
SHALLOW MANHOLE
REV. 12/08

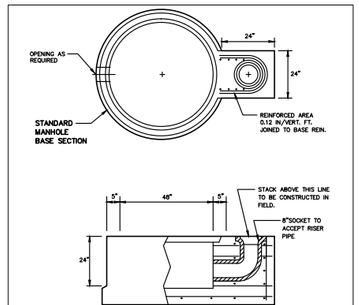
FILE NAME: S8.DWG
DETAIL REF: S-8



SEE DETAIL S–8 FOR ADDITIONAL INFORMATION

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

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

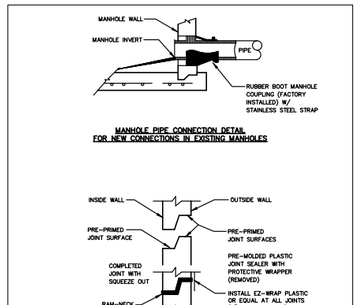


MANHOLE BASE WITH PRECAST DROP

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

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

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



MANHOLE PIPE CONNECTION DETAIL FOR NEW CONNECTIONS IN EXISTING MANHOLES

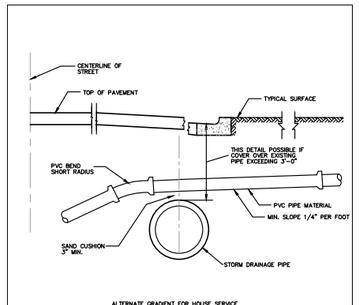
PRECAST JOINT CONNECTION

NOTES:

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

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

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



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

APPROVED PIPE MATERIALS–PVC (SDR 26)

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

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

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PROJECT NO: 09086
ISSUE DATE: 4-18-16
DESIGNED BY: MLB/RMH
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 09086DET-A-6B
XREFS: 09086TB
XREFS:

FILE LOCATION –

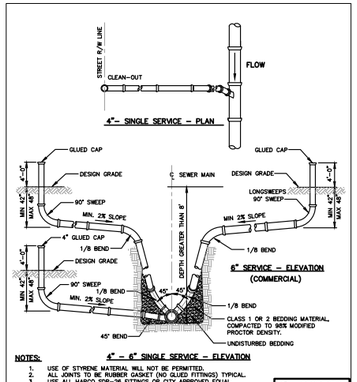
NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C32 OF 36

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

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA



NOTES:

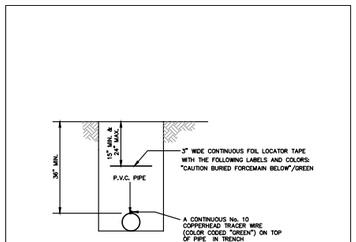
1. USE OF STYRENE MATERIAL WILL NOT BE PERMITTED.
2. ALL JOINTS TO BE RUBBER GASKET (NO GLUED FITTINGS) TYPICAL.
3. USE ALL HARCO SDR-26 FITTINGS OR CITY APPROVED EQUAL.
4. APPROVED EQUAL IS MULTI FITTINGS 8" X 6" OR 8" X 4" T-WYE AND 8" X 6" OR 8" X 4" WYE WITH A DATE STAMP.

4" – RESIDENTIAL
6" – COMMERCIAL

STANDARD CONSTRUCTION DETAIL
SEWER LATERAL

REV. 12/08

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



NOTE:

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

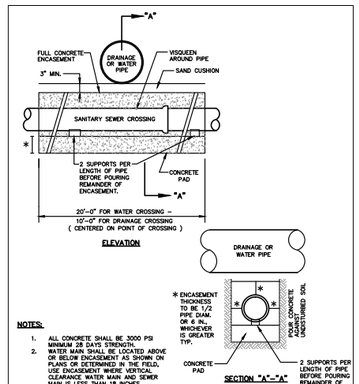
2) ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER PROOF WIRE NUT CAP OR WITH SIMILAR WATER PROOF SPLICE KIT AT ANY SPLICE AND WHERE SERVICES CONNECT TO MAINS.

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

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

REV. 12/08

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



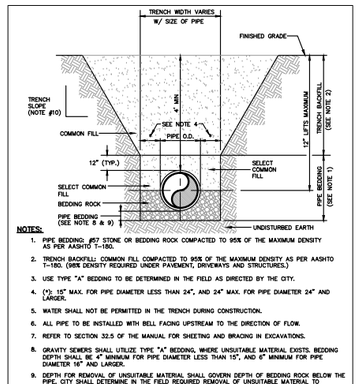
NOTES:

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

STANDARD CONSTRUCTION DETAIL
SEWER / WATER / DRAINAGE CROSSING

REV. 12/08

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



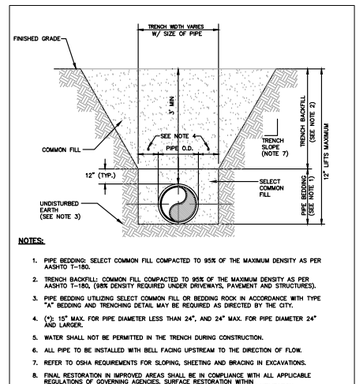
NOTES:

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

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

REV. 12/08

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



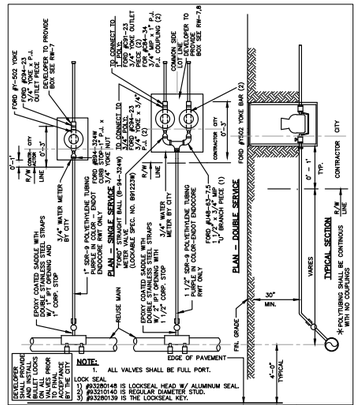
NOTES:

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

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

REV. 12/08

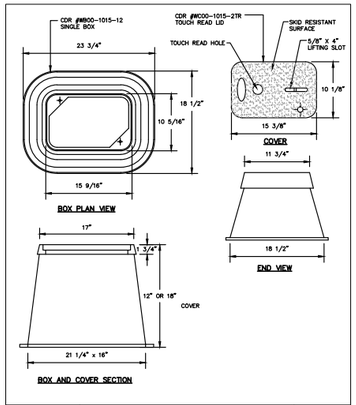
FILE NAME:	S28.DWG
DETAIL REF:	S-28



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

REV. 12/08

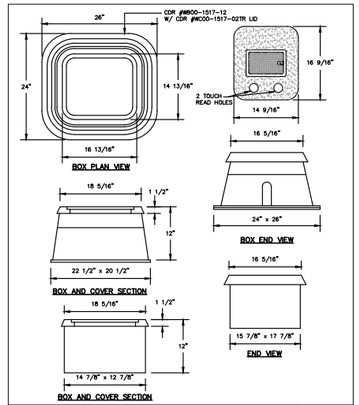
FILE NAME:	RW5.DWG
DETAIL REF:	RW-5



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

REV. 12/08

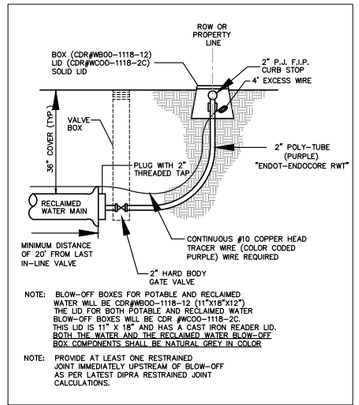
FILE NAME:	RW7.DWG
DETAIL REF:	RW-7



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

REV. 12/08

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



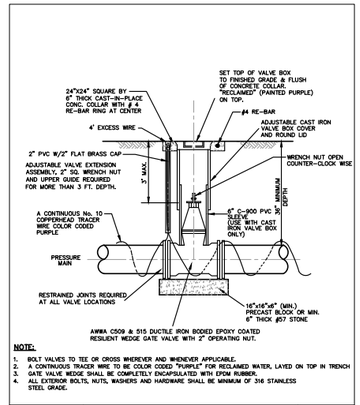
NOTE: BLOW–OFF BOXES FOR POTABLE AND RECLAIMED WATER WILL BE CDR#WBOO–1118–12 (11"X18"X12") THE LID FOR BOTH POTABLE AND RECLAIMED WATER BLOW–OFF BOXES WILL BE CDR #WCOO–1118–2C. THIS LID IS 11" X 18" AND HAS A CAST IRON READER LID. BOTH THE WATER AND THE RECLAIMED WATER BLOW–OFF BOX COMPONENTS SHALL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

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

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER BLOW OFF

REV. 12/08

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



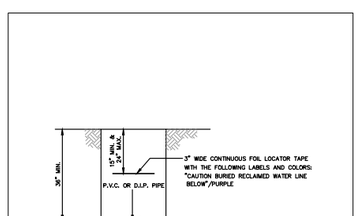
NOTE:

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

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

REV. 12/08

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



NOTE:

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

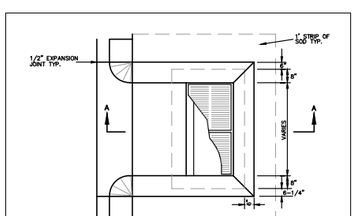
2) ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER PROOF WIRE NUT CAP OR WITH SIMILAR WATER PROOF SPLICE KIT AT ANY SPLICE AND WHERE SERVICES CONNECT TO MAINS.

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

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

REV. 12/08

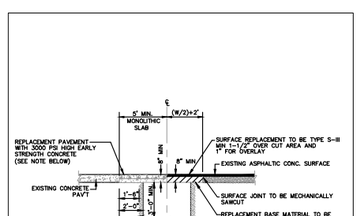
FILE NAME:	RW12.DWG
DETAIL REF:	RW-12



STANDARD CONSTRUCTION DETAIL
STORM INLET APRON

REV. 12/08

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



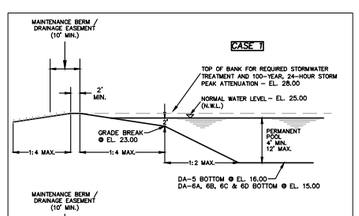
NOTES:

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

STANDARD CONSTRUCTION DETAIL
PAVEMENT TRENCH RESTORATION

REV. 12/08

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



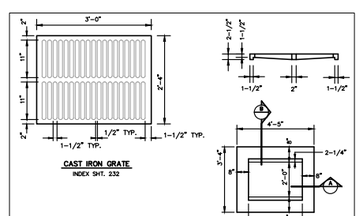
NOTES:

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

STANDARD CONSTRUCTION DETAIL
WET RETENTION POND

REV. 12/08

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



NOTE:

1. 6" THICK WALLS MAY BE PERMITTED, PROVIDING THAT THE INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201 IS INSTALLED. THIS MUST BE REFLECTED ON THE DESIGN PLANS, SHOP DRAWINGS, AND AS–BUILTS.

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

STANDARD CONSTRUCTION DETAIL
TYPE "C" STORM INLET

REV. 12/08

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

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PLANNERS • TRANSPORTATION • ENVIRONMENTAL
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AMELIA ISLAND
1014 ATLANTIC AVE., STE #2, FERNANDINA BCH, FL 32034
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NO	DATE	REVISIONS:	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	1/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	2/19/15	REVISED PER CITY COMMENTS DATED 1/30/15	RMH/CM
4	4/6/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM
5	1/25/16	PER CLIENT DIRECTION	RMH/CM
6	4/18/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/CM

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

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

PROJECT NO:	09066
ISSUE DATE:	4-18-16
DESIGNED BY:	MLR/RMH
DRAFTED BY:	CM
CHECKED BY:	RMH
DRAWING FILE:	09066ET-A-BS
XREFS:	09066TB
XREFS:	

FILE LOCATION –

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C33 OF 36

DIMENSIONS AND QUANTITIES

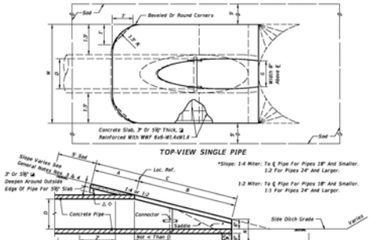
	D	X	A	B	C	E	F	G	H ⓐ	90° CONCRETE SLAB (CY) ⓑ H				N	SODDING (SY)			
										Single Pipe	Double Pipe	Triple Pipe	Quad. Pipe		Single Pipe	Double Pipe	Triple Pipe	Quad. Pipe
1:2 Slope	18"	2'-0"	1.92	1.58	4.33	2.08	5	1.92	5.9	4.83	7.72	9.59	12.47	1.33	0.38	0.58	0.77	0.96	1.15
	24"	2'-6"	2.25	1.92	4.67	2.42	5	2.25	6.3	5.62	8.98	11.15	14.50	1.42	0.44	0.67	0.89	1.11	1.33
	30"	3'-0"	2.58	2.25	5.00	2.75	5	2.58	6.6	6.41	10.24	12.72	16.53	1.50	0.49	0.76	1.01	1.26	1.51
	36"	3'-6"	2.92	2.58	5.33	3.08	5	2.92	6.9	7.20	11.50	14.28	18.56	1.58	0.56	1.00	1.50	1.93	2.36
	42"	4'-0"	3.25	2.92	5.67	3.42	5	3.25	7.2	8.00	12.77	15.85	20.59	1.67	0.62	1.11	1.66	2.14	2.62
	48"	4'-6"	3.58	3.25	6.00	3.75	5	3.58	7.5	8.79	14.03	17.42	22.62	1.75	0.69	1.23	1.83	2.35	2.88
	54"	5'-0"	3.92	3.58	6.33	4.08	5	3.92	7.8	9.58	15.29	18.98	24.65	1.83	0.76	1.35	2.00	2.57	3.14
	60"	5'-6"	4.25	3.92	6.67	4.42	5	4.25	8.1	10.37	16.56	20.55	26.68	1.92	0.82	1.46	2.17	2.78	3.40
	66"	6'-0"	4.58	4.25	7.00	4.75	5	4.58	8.4	11.16	17.82	22.11	28.71	2.00	0.89	1.58	2.34	3.00	3.66
	72"	6'-6"	4.92	4.58	7.33	5.08	5	4.92	8.7	11.95	19.08	23.68	30.74	2.08	0.96	1.70	2.51	3.21	3.92
1:4 Slope	18"	2'-0"	1.92	1.58	4.33	2.08	5	1.92	5.9	4.83	7.72	9.59	12.47	1.33	0.38	0.58	0.77	0.96	1.15
	24"	2'-6"	2.25	1.92	4.67	2.42	5	2.25	6.3	5.62	8.98	11.15	14.50	1.42	0.44	0.67	0.89	1.11	1.33
	30"	3'-0"	2.58	2.25	5.00	2.75	5	2.58	6.6	6.41	10.24	12.72	16.53	1.50	0.49	0.76	1.01	1.26	1.51
	36"	3'-6"	2.92	2.58	5.33	3.08	5	2.92	6.9	7.20	11.50	14.28	18.56	1.58	0.56	1.00	1.50	1.93	2.36
	42"	4'-0"	3.25	2.92	5.67	3.42	5	3.25	7.2	8.00	12.77	15.85	20.59	1.67	0.62	1.11	1.66	2.14	2.62
	48"	4'-6"	3.58	3.25	6.00	3.75	5	3.58	7.5	8.79	14.03	17.42	22.62	1.75	0.69	1.23	1.83	2.35	2.88
	54"	5'-0"	3.92	3.58	6.33	4.08	5	3.92	7.8	9.58	15.29	18.98	24.65	1.83	0.76	1.35	2.00	2.57	3.14
	60"	5'-6"	4.25	3.92	6.67	4.42	5	4.25	8.1	10.37	16.56	20.55	26.68	1.92	0.82	1.46	2.17	2.78	3.40
	66"	6'-0"	4.58	4.25	7.00	4.75	5	4.58	8.4	11.16	17.82	22.11	28.71	2.00	0.89	1.58	2.34	3.00	3.66
	72"	6'-6"	4.92	4.58	7.33	5.08	5	4.92	8.7	11.95	19.08	23.68	30.74	2.08	0.96	1.70	2.51	3.21	3.92

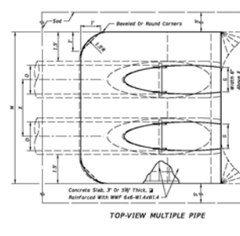
ⓐ See General Note No. 5. See Sheet 5 For 3' Slab Quantities

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

θ	E
△ 6.42°	△ 6.25	Dimensions permitted to allow use of 8' standard pipe lengths.
○ 10.40°	○ 10.10	Dimensions permitted to allow use of 12' standard pipe lengths.

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

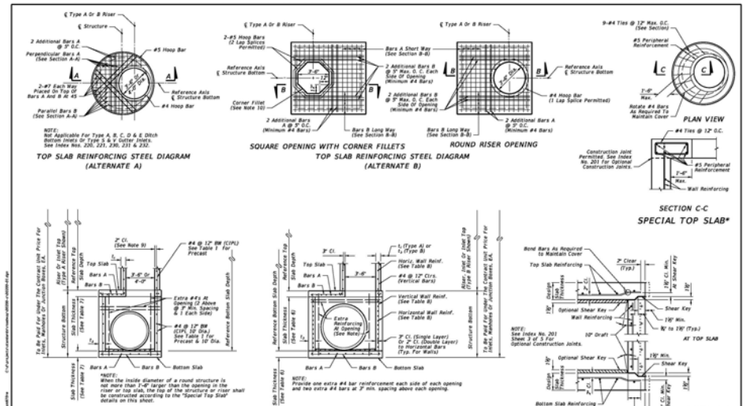




NOTE: See sheet 6 for details and notes.

SINGLE AND MULTIPLE ROUND CONCRETE PIPE

LAST REVISION	DESCRIPTION:	FDOT 2014 DESIGN STANDARDS	CROSS DRAIN MITERED END SECTION	INDEX NO.	SHEET NO.
07/01/02				272	1of 6



LAST REVISION	DESCRIPTION:	FDOT 2014 DESIGN STANDARDS	STRUCTURE BOTTOMS TYPE J AND P	INDEX NO.	SHEET NO.
01/01/10				200	1of 5

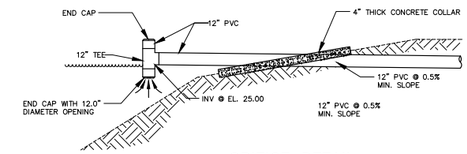
FDEP SEPARATION NOTES

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

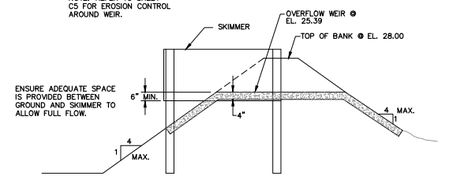
AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE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

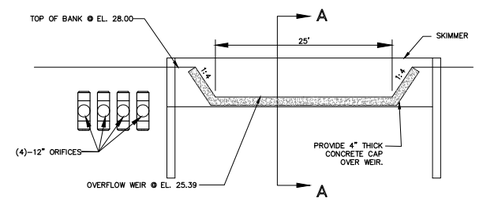
ORIFICE DETAIL

NTS



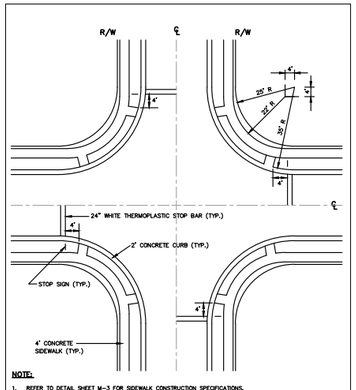
NOTE: REFER TO SHEET C5 FOR EROSION CONTROL AROUND WEIR.





CONCRETE OVERFLOW WEIR DETAIL

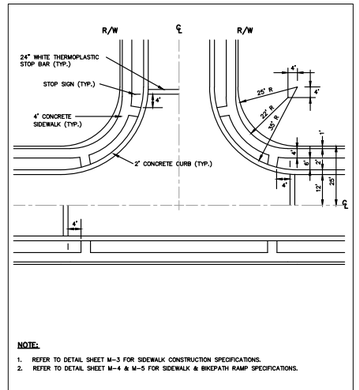
N.T.S.



SIDEWALK CONSTRUCTION REQUIREMENTS

1. ALL CONCRETE SIDEWALKS & BIKE PATHS IN PUBLIC RIGHT–OF–WAY, PRIVATE RIGHT–OF–WAY AND ON NON–RESIDENTIAL SITES SHALL CONTAIN FIBERGLASS REINFORCEMENT EXCEPT REPAIRS TO NON–REINFORCED EXISTING SIDEWALKS. FIBERGLASS REINFORCEMENT SHALL NOT BE REQUIRED ON PRIVATE RESIDENTIAL SIDEWALKS.
2. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH FIBERGLASS REINFORCEMENT, HAVING A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS.
3. 2–#4 CONTINOUS FIBERGLASS BARS (6" OVERLAP REQUIRED) SHALL BE INSTALLED LONGITUDINALLY, 3" FROM THE EDGE OF ALL BIKEPATHS AND SIDEWALKS, TO CONTROL DIFFERENTIAL MOVEMENT AT JOINTS.
4. SIDEWALKS AND BIKEPATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT–OF–WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE SIDEWALK REMAINS WITHIN THE RIGHT–OF–WAY OR AN APPROVED SIDEWALK EASEMENT ABUTTING THE RIGHT–OF–WAY. SIDEWALKS SHALL BE CONSTRUCTED NO LESS THAN 4 FEET FROM THE EDGE OF THE STREET PAVEMENT UNLESS OTHERWISE APPROVED BY THE CITY.
5. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
6. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE PREFORMED JOINT FILLER MEETING F.D.O.T. SPECIFICATIONS.
7. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 4 FEET WHICHEVER IS GREATEST.
8. FINISHED SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
9. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED TO A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
10. ALL CONCRETE WORK IN THE RIGHT–OF–WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED; REPAIRS ARE NOT ACCEPTABLE.
12. SIDEWALKS SHALL BE FINISHED AS SHOWN; NOT BE TINTED, STAINED, COLORED, OR COATED.
13. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.

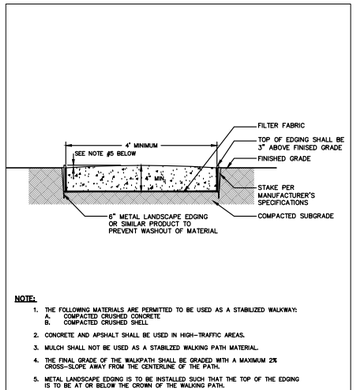
STANDARD CONSTRUCTION DETAIL	FILE NAME:
SIDEWALK CONSTRUCTION REQUIREMENTS	M3.DWG
REV. 12/08	DETAIL REF: M-3



NOTES:

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

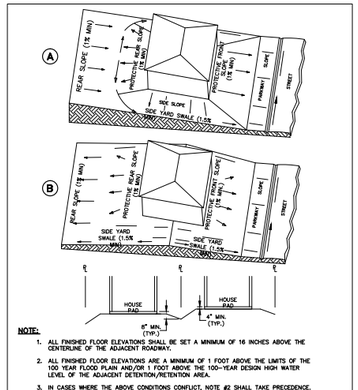
STANDARD CONSTRUCTION DETAIL	FILE NAME:
SIDEWALK AND BIKEPATH RAMP	M4.DWG
REV. 12/08	DETAIL REF: M-4



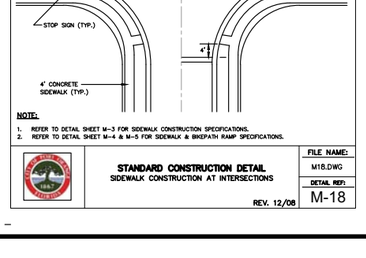
NOTES:

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

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



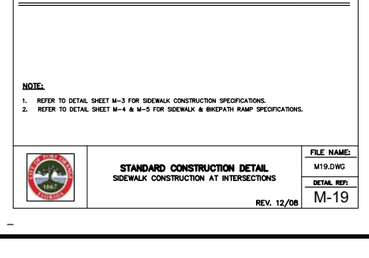
STANDARD CONSTRUCTION DETAIL	FILE NAME:
ROAD BARRICADE	M9.DWG
REV. 12/08	DETAIL REF: M-9



NOTE:

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

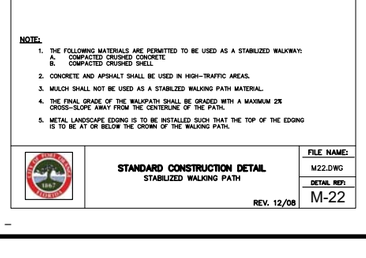
STANDARD CONSTRUCTION DETAIL	FILE NAME:
SIDEWALK CONSTRUCTION AT INTERSECTIONS	M18.DWG
REV. 12/08	DETAIL REF: M-18



NOTE:

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

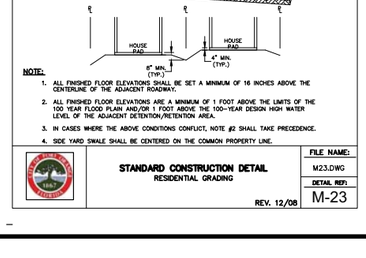
STANDARD CONSTRUCTION DETAIL	FILE NAME:
SIDEWALK CONSTRUCTION AT INTERSECTIONS	M19.DWG
REV. 12/08	DETAIL REF: M-19



NOTE:

1. THE FOLLOWING MATERIALS ARE PERMITTED TO BE USED AS A STABILIZED WALKWAY:
   A. COMPACTED CRUSHED CONCRETE
   B. COMPACTED CRUSHED SHELL
2. CONCRETE AND APSHALT SHALL BE USED IN HIGH–TRAFFIC AREAS.
3. MULCH SHALL NOT BE USED AS A STABILIZED WALKING PATH MATERIAL.
4. THE FINAL GRADE OF THE WALKPATH SHALL BE GRADED WITH A MAXIMUM 2% CROSS–SLOPE AWAY FROM THE CENTERLINE OF THE PATH.
5. METAL LANDSCAPE EDGING IS TO BE INSTALLED SUCH THAT THE TOP OF THE EDGING IS TO BE AT OR BELOW THE CROWN OF THE WALKING PATH.

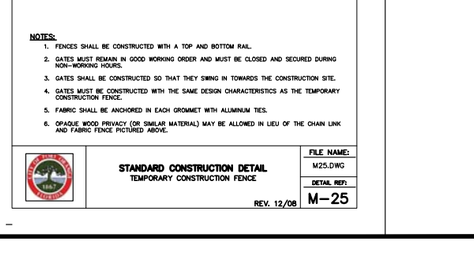
STANDARD CONSTRUCTION DETAIL	FILE NAME:
STABILIZED WALKING PATH	M22.DWG
REV. 12/08	DETAIL REF: M-22



NOTE:

1. ALL FINISHED FLOOR ELEVATIONS SHALL BE SET A MINIMUM OF 16 INCHES ABOVE THE CENTERLINE OF THE ADJACENT ROADWAY.
2. ALL FINISHED FLOOR ELEVATIONS ARE A MINIMUM OF 1 FOOT ABOVE THE LIMITS OF THE 100 YEAR FLOOD PLAIN AND/OR 1 FOOT ABOVE THE 100–YEAR DESIGN HIGH WATER LEVEL OF THE ADJACENT DETENTION/RETENTION AREA.
3. IN CASES WHERE THE ABOVE CONDITIONS CONFLICT, NOTE #2 SHALL TAKE PRECEDENCE.
4. SIDE YARD SWALE SHALL BE CENTERED ON THE COMMON PROPERTY LINE.

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



NOTES:

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

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

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NO	DATE	REVISIONS:	BY:
1	7/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/JM
2	11/20/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/JM
3	1/26/16	REVISED PER CITY COMMENTS DATED 1/5/16	RMH/JM
4	4/4/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/JM
5	5/29/16	PER CLIENT DIRECTION	RMH/JM
6	6/18/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16.	RMH/JM

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

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

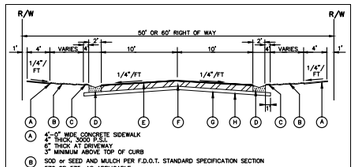
PROJECT NO.	09166	DRAFTED BY: CM
ISSUE DATE:	4-18-16	CHECKED BY: RMH
DESIGNED BY:	MLR/RMH	DRAWING FILE: 09166DET1-A-B XREFS: 09166TB

FILE LOCATION –

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C34 OF 36



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

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

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

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

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

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

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

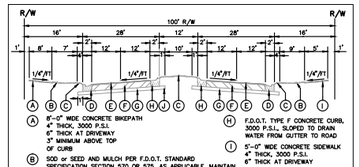
H SUBGRADE: 12" SUBGRADE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.

NOTES:

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

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

FILE NAME: R1.DWG
DETAIL REF: R-1
REV. 12/08



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

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

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

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

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

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

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

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

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

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

NOTES:

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

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

FILE NAME: R5.DWG
DETAIL REF: R-5
REV. 12/08

ROAD CLASSIFICATION	DESIGN SPEED (MPH)	LANE WIDTH (LW)	RIGHT OF WAY WIDTH	MIN. HORIZ. RADIUS C.L.	MIN. VERT. CURVE	MIN. LONG. GRADE (%)	MIN. INT. SPACE
LOCAL / COLLECTOR							
UP TO 400 VPD	15	10	50	50'	75'	0.3	150'
	20	10	50	90'	125'	0.3	200'
UP TO 1000 VPD	25	11	50	180'	165'	0.3	230'
	20	11	50	90'	125'	0.3	200'
UP TO 5000 VPD	25	11	60	180'	165'	0.3	230'
	30	12	80	300'	200'	0.3	330'
	35	12	80	375'	225'	0.5	660'
	40	12	80	450'	275'	0.5	660'
ARTERIAL							
UP TO 7500 VPD	35	5 LANES (3)		375'	225'	0.5	660'
	40			450'	275'	0.5	660'
OVER 7500 VPD	40			450'	275'	0.5	660'

NOTES:

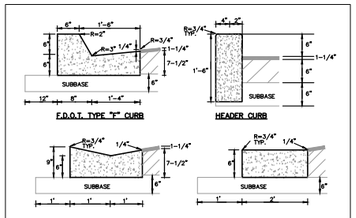
1. ALL ROADWAY DESIGN SHALL MEET THE MINIMUM REQUIREMENTS OF "A MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION, AND MAINTENANCE FOR STREETS AND HIGHWAYS (LATEST EDITION), AS PUBLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION."
2. PAVEMENT WIDTHS FOR INDUSTRIAL AND COMMERCIAL ROADS SHALL BE INCREASED BY A MINIMUM OF ONE (1) FOOT.
3. AS A RULE, ALL INTERSECTIONS SHALL BE DESIGNED AT 90 DEGREE ANGLES. DEVIATION FROM THIS SHALL BE CONSIDERED STRICTLY ON A CASE BY CASE BASIS, IN THE EVENT THAT ANY DEVIATION IS PERMITTED, THEN IN NO CASE SHALL INTERSECTION ANGLES BE LESS THAN 75 DEGREES. INTERSECTIONS WITH INTERNAL ANGLES TO BE EXCEPTED ARE LOCAL AND COLLECTOR ROADWAYS WHICH SHALL NOT BE LESS THAN 60 DEGREES. INTERSECTIONS WITH COUNTY AND STATE ROADS SHALL BE 90 DEGREES.
4. ALL INTERSECTIONS AND ACCESS POINTS SHALL HAVE ADEQUATE LINE OF SIGHT BASED ON AN EYE LEVEL OF 3.5' ABOVE THE GROUND AND AN OBJECT 3.0' ABOVE THE LOWEST ROADWAY. FOR PURPOSES OF THIS STANDARD, THE EYE LEVEL SHALL BE MEASURED 8' IN BACK OF THE STOP BAR AT ENTRANCES. THE FOLLOWING SIGHT DISTANCES SHALL BE PROVIDED:

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

LEGEND:
C.L. INT. LONG. — CENTER-LINE INTERSECTION LONGITUDINAL

STANDARD CONSTRUCTION DETAIL
ROADWAY GEOMETRY

FILE NAME: R6.DWG
DETAIL REF: R-6
REV. 12/08

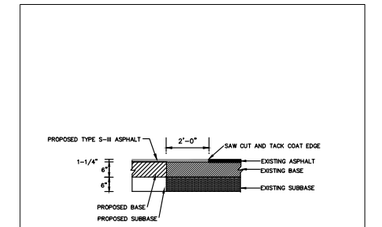


NOTES:

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

STANDARD CONSTRUCTION DETAIL
STANDARD CURB CONSTRUCTION

FILE NAME: R9.DWG
DETAIL REF: R-9
REV. 12/08



STANDARD CONSTRUCTION DETAIL
PAVEMENT BUTT JOINT

FILE NAME: R11.DWG
DETAIL REF: R-11
REV. 12/08

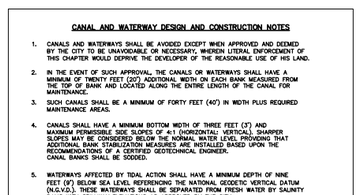
SILT FENCE DETAIL
F.D.O.T. INDEX NO. 102

NOTES:

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

STANDARD CONSTRUCTION DETAIL
SILT FENCE TURBIDITY BARRIER

FILE NAME: R22.DWG
DETAIL REF: R-22
REV. 12/08



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

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

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

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

STANDARD CONSTRUCTION DETAIL
FLOATING TURBIDITY BARRIER

FILE NAME: R24.DWG
DETAIL REF: R-24
REV. 12/08

STREET AND WALKWAY LIGHTS

WALKWAY LIGHTS: (HEIGHT: 10 TO 20 FEET)

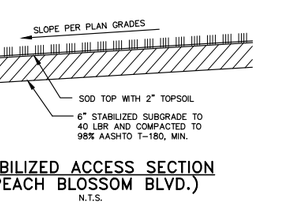
1. ALONG DUNLAWTON AVENUE:
   A. WEST OF I-95: THE FLORIDIAN (SEE DETAIL M-15)
   B. FROM I-95 TO SPRUCE CREEK ROAD: CARDCO LIGHTING (SEE DETAIL M-16)
   C. EAST OF SPRUCE CREEK ROAD: LUMEC LIGHTING (SEE DETAIL M-17)
2. ALONG RIDGEWOOD AVENUE FROM THE NORTHERN CITY LIMITS SOUTH TO MEEKER PLACE:
   D. LUMEC LIGHTING (SEE DETAIL M-17)
3. IN LOCATIONS OTHER THAN DUNLAWTON AVENUE, THE WALKWAY LIGHTS SHALL BE ANY OF THE THREE (3) STYLES NOTED ABOVE OR THE FOLLOWING: STERNBERG GEORGETOWN (0650 / 4408-DFP), WILLIAMSBURG (9405-TF / 3610-T) OR COLONIAL (4520TF-LF). ALL CITY MAINTAINED WALKWAY LIGHTS ARE TO BE FLORIDA POWER AND LIGHT (FPL) SUPPLIED LIGHTS, UTILIZING 150 WATT HPS.
4. SPACING SHALL BE A MAXIMUM OF 100 FEET ON CENTER.

STREET LIGHTS: (HEIGHT: 20+ FEET)

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

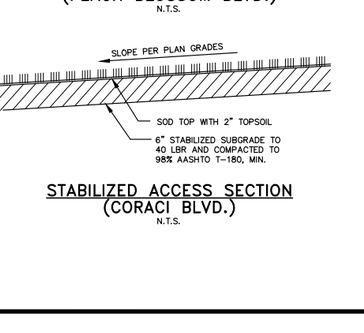
STANDARD CONSTRUCTION DETAIL
STREET AND WALKWAY LIGHTS

FILE NAME: M14.DWG
DETAIL REF: M-14
REV. 12/08



FPL POST-TOP TRADITIONAL

LIGHT SHALL BE 150 WATT HPS WITH SOLAR CELL



NOTE:

1. ALL WALKLIGHTS SHALL BE LOCATED ON 100' CENTERS. THE PLANNING DIVISION SHALL BE CONTACTED AT (386) 506-5600 TO FIELD VERIFY THE PROPOSED LOCATIONS FOR WALKLIGHTS.
2. ALL LIGHT POLES SHALL BE DESIGNED TO WITHSTAND 130 M.P.H. WIND SPEED.
3. THE STRING / SERIES OF WALK LIGHTS ADJACENT TO EACH PROJECT SHALL BE FITTED AND CONTROLLED BY ONE SINGLE SOLAR CELL.
4. MAINTENANCE AND OPERATION OF WALKLIGHTS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR ADJACENT PROPERTY OWNER.

WALKWAY LIGHT DETAIL

RELOCATED DRAINAGE DITCH CROSS SECTION
NTS

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

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

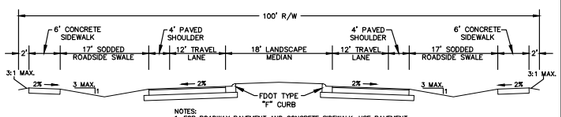
TECHNICAL SPECIFICATIONS FOR SITE PLANS AND SUBDIVISIONS TESTING

A. MATERIALS

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

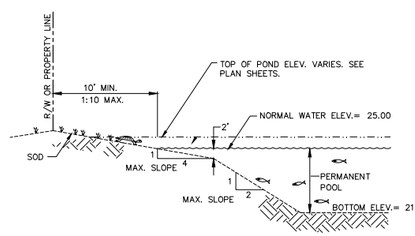
B. LABORATORY CONTROL AND CERTIFICATES

1. **SPECIFICATIONS** - SAMPLING, TESTING, AND LABORATORY METHODS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE AASHTO OR ASTM, WHERE AASHTO OR ASTM SPECIFICATIONS ARE USED, THE REFERENCE SHALL BE CONSTRUED TO BE THE MOST RECENT STANDARD SPECIFICATIONS OR TENTATIVE SPECIFICATIONS OF THE AASHTO OR ASTM IN FORCE ON THE DATE OF THE TEST.
2. **TEST & CERTIFICATES** THE CONTRACTOR SHALL ENGAGE AN APPROVED TESTING LABORATORY TO PROVIDE THE FOLLOWING TESTS AND CERTIFICATIONS SIGNED BY A REGISTERED ENGINEER OF THE STATE OF FLORIDA. ALL TECHNICIANS PERFORMING THE TESTS SHALL BE STATE CERTIFIED FOR THE TESTING PERFORMED. ADDITIONAL TESTS THAT MAY BE REQUIRED BY EITHER THE ENGINEER OF RECORD OR THE CITY SHALL ALSO BE PROVIDED BY THE CONTRACTOR, AND THE FOLLOWING SHALL NOT BE TAKEN AS A COMPLETE AND EXHAUSTIVE LIST OF THE CONTRACTOR'S TESTING RESPONSIBILITIES.
   A. SOIL ANALYSIS FOR STRUCTURAL FILL MATERIAL PRIOR TO INSTALLATION.
   B. PROCTOR DENSITIES, MOISTURE CONTENT, COMPACTED FIELD DENSITIES, AND ATTERBERG LIMITS.
   C. SOIL CEMENT MIX DESIGNS AND COMPRESSIVE STRENGTH TESTS (FOR SOIL CEMENT ROAD BASE ONLY).
   D. SUPERVISION OF ALL SOIL CEMENT BASE CONSTRUCTION.
   E. ANALYSIS OF RECYCLED CONCRETE BASE MATERIAL PRIOR TO INSTALLATION.
   F. ASPHALT MIX DESIGN, BITUMEN CONTENT, SIEVE ANALYSIS, HUBBARD FIELD STABILITY TESTS, NUCLEAR DENSITY TESTS (BACKSCATTIER METHOD), AND ANALYSIS OF CORE SAMPLES.
   G. CONCRETE MIX DESIGNS FOR ALL APPLICATIONS INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS AND DRIVEWAYS.
   H. COMPRESSIVE TEST CYLINDERS AND SLUMP TESTS FOR ALL APPLICATIONS OF CONCRETE, INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS, AND DRIVEWAYS.
   I. CHLORINE RESIDUAL AND BACTERIOLOGICAL TESTING OF WATER MAINS.
   J. PRESSURIZED LEAK TESTING OF WATER MAINS, FORCE MAINS, AND RECLAIMED WATER MAINS.



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

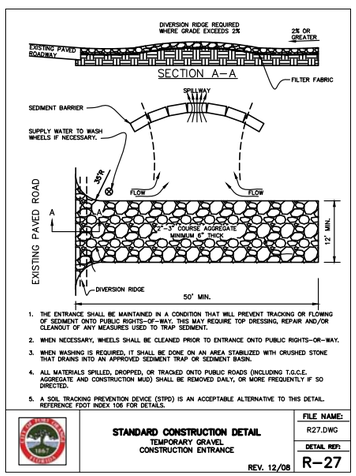
TYPICAL MCGINNIS AVE. SECTION - CURB
NTS



NOTES:

1. SOD IS TO BE PLACED TO EDGE OF WATER EXCEPT IN LITTORAL PLANTING AREAS.
2. EXTEND LIMITS OF SODDING TO A MINIMUM OF TWO (2') BEYOND TOP OF BANK OR MATCH EXISTING GRADE, WHICHEVER IS GREATER.
3. PERMANENT POOL DEPTH & VOLUME SHALL MEET THE REQUIREMENTS OF THE SJRWMD.

WET POND CROSS SECTION
NTS



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

STANDARD CONSTRUCTION DETAIL
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

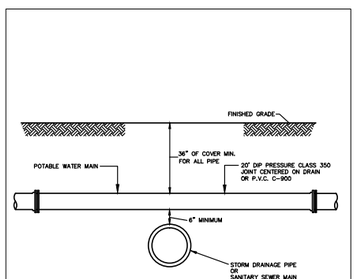
FILE NAME: R27.DWG
DETAIL REF: R-27
REV. 12/08

CANAL AND WATERWAY DESIGN AND CONSTRUCTION NOTES

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

STANDARD CONSTRUCTION DETAIL
CANAL AND WATERWAY DESIGN AND CONSTRUCTION NOTES

FILE NAME: ST7.DWG
DETAIL REF: ST-7
REV. 12/08



NOTE:

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

STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE PIPE OR SANITARY SEWER MAIN CONFLICT

FILE NAME: W19.DWG
DETAIL REF: W-19
REV. 12/08

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NO	DATE	REVISIONS:	BY
1	1/26/15	REVISED PER CITY COMMENTS DATED 12/12/14	RMH/CM
2	1/30/15	REVISED STREET NAMES & STABILIZED ACCESS	RMH/CM
3	2/26/15	REVISED PER CITY COMMENTS DATED 2/12/15	RMH/CM
4	4/6/15	REVISED PER CITY COMMENTS DATED 03/27/15	RMH/CM
5	1/29/16	PER CLIENT DIRECTION	RMH/CM
6	4/18/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/CM

PROJECT NO: 09066
ISSUE DATE: 4-18-16
DESIGNED BY: MLB/RMH
DRAFTED BY: CM
CHECKED BY: RMH
DRAWING FILE: 09066ET-A-B5
XREFS: 09066TTB
XREFS:

FILE LOCATION –

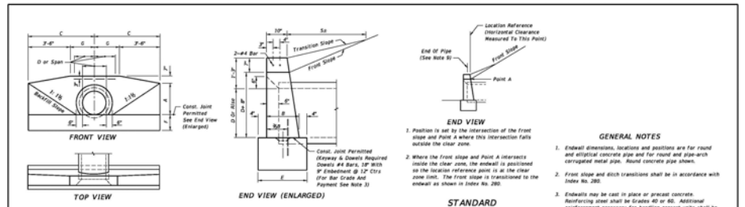
HAWKS PRESERVE AT PORT ORANGE PLANTATION-PHASE I
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

NOT VALID WITHOUT SEAL

SCALE: AS NOTED

SHEET C35 OF 36



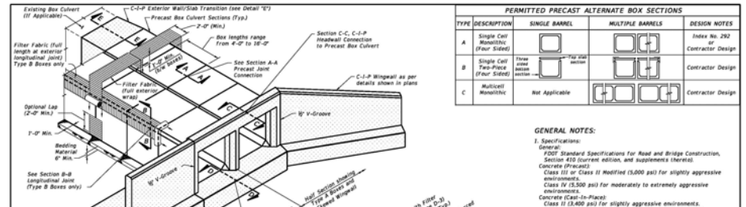
GENERAL NOTES

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

Endwall Skew to Pipe	Use Tabulated Value
0° to 5°	0°
6°	15°
18°	30°
31° or over	45°

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

LAST REVISION	DESCRIPTION:	FDOT 2015 DESIGN STANDARDS	STRAIGHT CONCRETE ENDWALLS SINGLE AND MULTIPLE PIPE	INDEX NO.	SHEET NO.
07/01/09				250	1 of 2



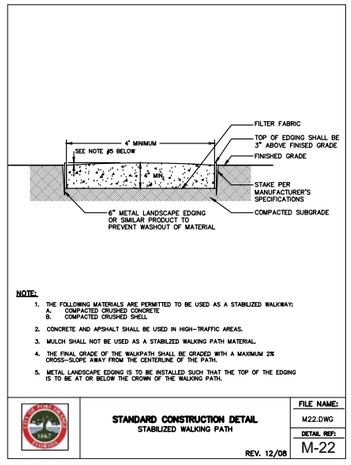
PERMITTED PRECAST ALTERNATE BOX SECTIONS

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

GENERAL NOTES:

1. Specifications:
   General:
   FDOT Standard Specifications for Road and Bridge Construction, Section 450 (current edition, and supplements thereto).
   Concrete (Precast):
   Class III or Class II Modified (5,000 psi) for slightly aggressive environments.
   Class IV (5,500 psi) for moderately to extremely aggressive environments.
   Concrete (Cast-in-Place):
   Class II (3,400 psi) for slightly aggressive environments.
   Class IV (5,500 psi) for moderately to extremely aggressive environments.
   Reinforcing Steel:
   Maintain minimum clearance of 2" for slightly and moderately aggressive environments or 3" for extremely aggressive environments, unless otherwise shown. Equal area substitution of welded wire (WWR) reinforcement is permitted.
2. Work this Index with the Cast-in-Place Concrete Box Culvert Details and Data Tables shown in the plans, Index No. 289 and the Precast Concrete Box Culverts shown in the shop drawings.
3. All joints between precast sections must be tongue & groove with joint sealant. Joints between cast-in-place & precast sections must have provisions for positive reinforcement from top, bottom & both side slabs of the precast box tied to the cast-in-place reinforcement. Single barrel culverts may have precast headwalls cast integrally with the end segment when approved by the Engineer.
4. Extension of existing multiple barrel box culverts with multiple single cell precast box culverts is not permitted unless approved by the District Structures Engineer. Full transition details must be shown in the shop drawings when approved.
5. Culverts larger than the specified size may be substituted with no additional payment to the Contractor. Substitution must be approved by the Engineer, minimum earth cover and invert elevations shown in the Contract Documents must be maintained.

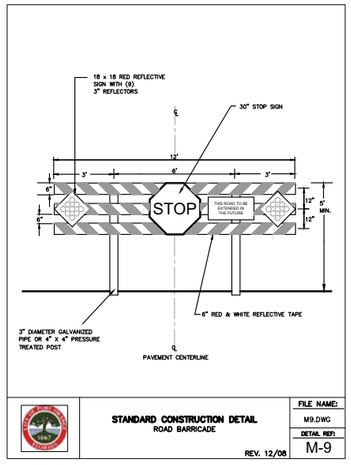
LAST REVISION	DESCRIPTION:	FDOT 2014 DESIGN STANDARDS	SUPPLEMENTAL DETAILS FOR PRECAST CONCRETE BOX CULVERTS	INDEX NO.	SHEET NO.
01/01/11				291	1 of 5



NOTE:

1. THE FOLLOWING MATERIALS ARE PERMITTED TO BE USED AS A STABILIZED WALKWAY:
   A. COMPACTED CRUSHED CONCRETE
   B. COMPACTED CRUSHED SHELL
2. CONCRETE AND APSHALT SHALL BE USED IN HIGH-TRAFFIC AREAS.
3. MULCH SHALL NOT BE USED AS A STABILIZED WALKING PATH MATERIAL.
4. THE FINAL GRADE OF THE WALKPATH SHALL BE GRADED WITH A MAXIMUM 2% CROSS-SLOPE AWAY FROM THE CENTERLINE OF THE PATH.
5. METAL LANDSCAPE EDGING IS TO BE INSTALLED SUCH THAT THE TOP OF THE EDGING IS TO BE AT OR BELOW THE CROWN OF THE WALKING PATH.

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



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

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5	1/29/16	PER CLIENT DIRECTION	RMH/CM
6	4/18/16	REVISED PER SJRWMD COMMENTS DATED 4/15/16	RMH/CM

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

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

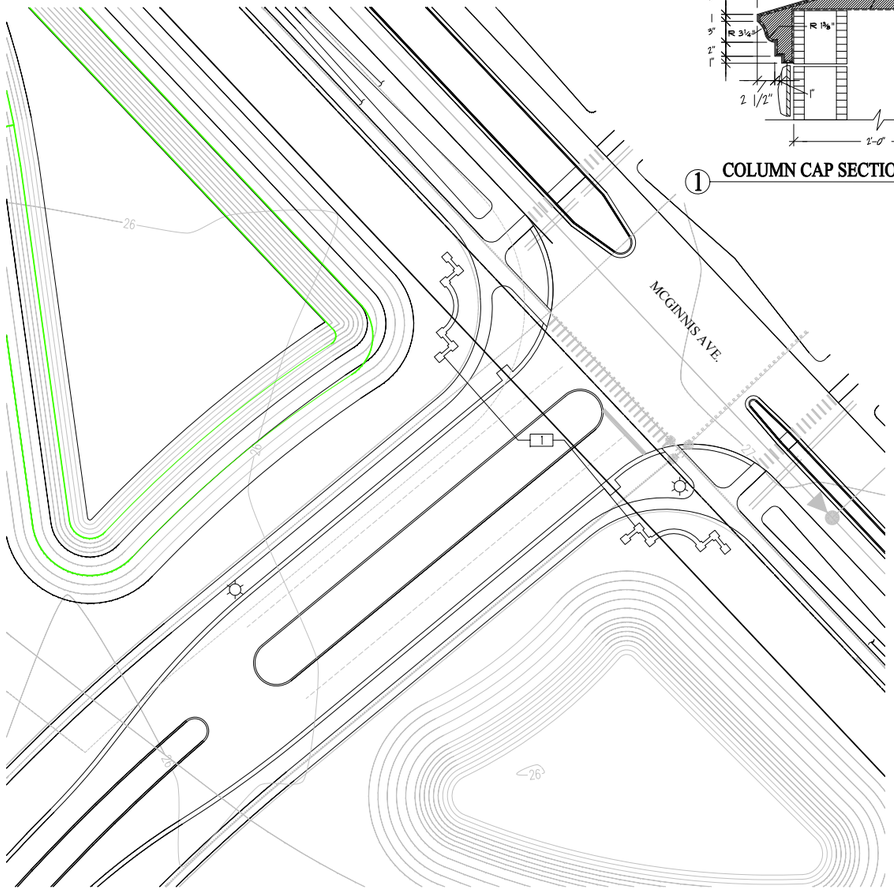
PROJECT NO:	09/06	DRAFTED BY: CM
ISSUE DATE:	4-18-16	CHECKED BY: RMH
DESIGNED BY:	MLR/RMH	DRAWING FILE: 09/06DET1A-B XREFS: 0906T1B

FILE LOCATION –

NOT VALID WITHOUT SEAL

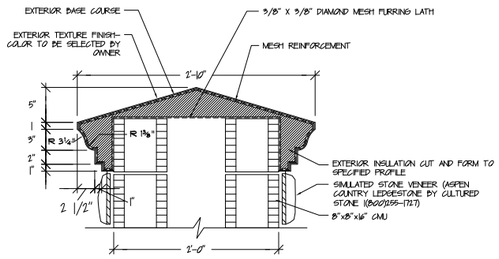
SCALE: AS NOTED

SHEET C36 OF 36



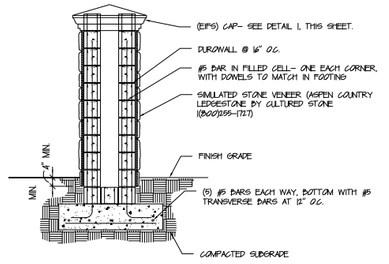
ENTRY FEATURE - LAYOUT PLAN

SCALE: 1" = 30'



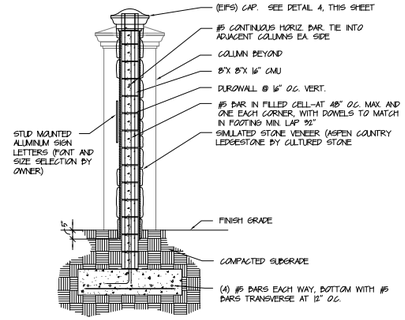
1 COLUMN CAP SECTION DETAIL

SCALE: N.T.S.



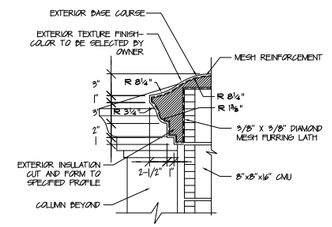
2 SIGN COLUMN SECTION DETAIL

SCALE: N.T.S.



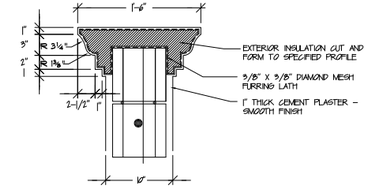
3 WALL SECTION DETAIL

SCALE: N.T.S.



4 SIGN CAP SECTION DETAIL

SCALE: N.T.S.



5 SIGN CAP SECTION DETAIL

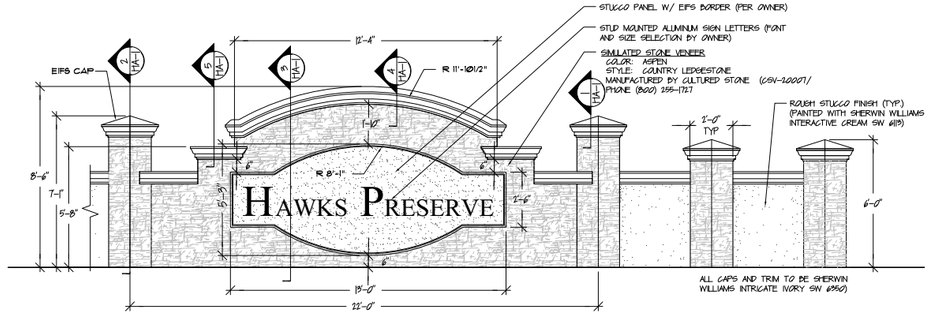
SCALE: N.T.S.

HARDSCAPE LEGEND

SITE AMENITIES	
1	ENTRANCE SIGNAGE (2) SEE DETAILS 6, AND 7 THIS SHEET

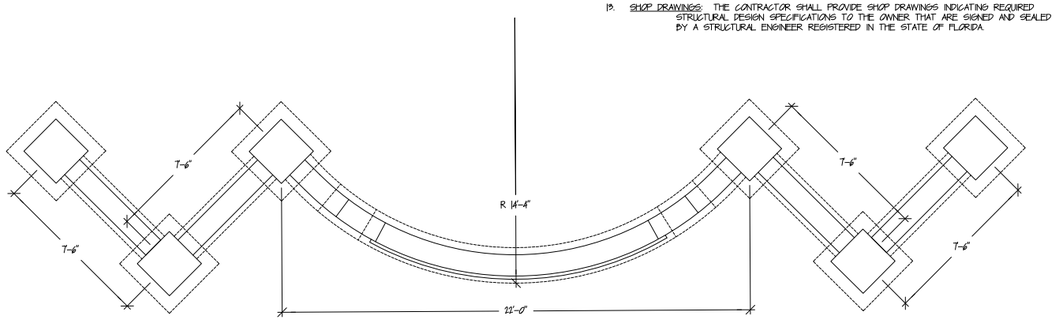
HARDSCAPE NOTES

1. DIMENSIONS: ALL LAYOUT DIMENSIONS ARE TO EDGE OF PAVEMENTS UNLESS OTHERWISE NOTED.
2. LAYOUT: ALL LAYOUT DIMENSIONS SHOWN ON DETAILS ARE APPROXIMATE.
3. CONCRETE: REFER TO CIVIL DRAWINGS FOR CONCRETE DESIGN SPECIFICATIONS AS WELL AS GRADING AND DRAINAGE INFORMATION.
4. ACCESSIBILITY: ALL CONSTRUCTION SHALL CONFORM WITH THE REQUIREMENTS FOR HANDICAP ACCESSIBILITY AS OUTLINED UNDER THE AMERICANS WITH DISABILITIES ACT GUIDELINES (ADAG).
5. STAKING AND LAYOUT: THE CONTRACTOR SHALL STAKE AND LAYOUT ALL IMPROVEMENTS USING THE GEOMETRIC DATA PROVIDED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLETELY STAKE AND VERIFY THE ALIGNMENT BOTH VERTICAL AND HORIZONTAL AND TO INSURE PROPER POSITIONING PRIOR TO THE MANUFACTURING AND INSTALLATION OF ANY IMPROVEMENT. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY IN WRITING IF ANY DISCREPANCIES ARE FOUND AND NOT PROCEED WITH THE WORK UNTIL DIRECTED.
6. CONTROL JOINTS: UNLESS OTHERWISE EXPRESSLY APPROVED IN WRITING BY THE OWNER ALL CONTROL JOINTS SHALL BE TOOLED. SAW CUTTING WILL NOT BE ACCEPTABLE.
7. EXISTING IMPROVEMENTS: THE CONTRACTOR SHALL REPAIR OR REPLACE TO AN EQUAL TO OR BETTER CONDITION ANY EXISTING IMPROVEMENTS LOCATED OUTSIDE OF THE LIMITS OF WORK THAT ARE DAMAGED BY THE CONTRACTOR'S CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
8. EXISTING UTILITIES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES. CONTRACTOR TO CALL SUNSHINE 811 (1-800-432-4770) BEFORE DIGGING COMMENCES.
9. CONSTRUCTION JOINTS: CAULK ALL JOINTS BEFORE PAINTING.
10. PAINT: COLOR FOR PAINTED SURFACES SHALL BE AS INDICATED ON THESE PLANS OR SELECTED BY OWNER OR OWNERS REPRESENTATIVE. FINAL PAINT COLOR SELECTED BY OWNER OR OWNERS REPRESENTATIVE SHALL BE APPLIED AND APPROVED PRIOR TO THE INSTALLATION OF SIGNAGE LETTERS.
11. TRASH: ALL CUTOFFS AND SCRAPS ARE TO BE REMOVED FROM SITE DAILY.
12. INTENT: THESE DRAWINGS ARE DESIGN INTENT DRAWINGS ONLY. CONTRACTOR SHALL VERIFY THAT ALL LOCAL STRUCTURAL SPECIFICATIONS AND BUILDING CODES ARE SATISFIED.
13. SHOP DRAWINGS: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS INDICATING REQUIRED STRUCTURAL DESIGN SPECIFICATIONS TO THE OWNER THAT ARE SIGNED AND SEALED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF FLORIDA.



6 ENTRANCE FEATURE ELEVATION VIEW

SCALE: N.T.S.



7 ENTRANCE FEATURE PLAN VIEW

SCALE: N.T.S.

ZEV COHEN & ASSOCIATES, INC.
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PLANNERS · TRANSPORTATION · ENVIRONMENTAL
EST. 1978
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NO.	DATE	DESCRIPTION	BY
1.	1-29-16	PER CLIENT DIRECTION	SMG
2.	2-26-16	PER CITY COMMENTS DATED 2-9-16	SMG

REVISIONS:

HAWKS PRESERVE @ PORT ORANGE PLANTATION - PHASE I

HARDSCAPE PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS · LANDSCAPE ARCHITECTS
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EST. 1978

PROJECT NO: 09066	DRAFTED BY: SMG
ISSUE DATE: 9/17/14	CHECKED BY: SRB
DESIGNED BY: SMG	DRAWING FILE: 09066 HA-A.B XREFS: 09066BASE

FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: AS NOTED

SHEET HA1 OF 1

0 150 300

SCALE : 1" = 150'

TREE PRESERVATION AREA MAP

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

REQUIRED TREE PRESERVATION AREA: 84.12 X 15% = 12.61 ACRES

PROVIDED TREE PRESERVATION AREA: 13.51 ACRES/84.12 ACRES = 16.07%

TREE PRESERVATION AREAS

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

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1.	3-13-15	REVISED PER COMMENTS, DATED 2-4-15	SMG
2.	5-4-15	PER CLIENT DIRECTION	SMG

REVISIONS:

HAWKS PRESERVE @ PORT ORANGE PLANTATION PHASE I

TREE PROTECTION PLAN

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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XREFS: 09066BASE

FILE LOCATION -

SEAL

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SCALE: 1" = 150'

SHEET TP1 OF 1

MCGINNIS AVE.

CONTRACTOR TO CONTINUE SOD WHERE PREVIOUS SOD LIMITS STOP

LIMIT OF BAHIA SOD

SOD (SEASHORE PASPALUM)

SOD (BAHIA)

SOD (ST.AUGUSTINE)

3' MULCH RING (TYP.)

12' V.T. W/MATCHED

12'-0" MINIMUM LANDSCAPE BUFFER.
2 CANOPY TREES, 2 UNDER-STORY TREES AND 20 SHRUBS REQUIRED PER 100 LINEAR FEET. 579 LINEAR FEET RESULTS IN 12 CANOPY, 12 UNDER-STORY AND 116 SHRUBS REQUIRED.

PROVIDED: 14 CANOPY, 36 UNDER-STORY, 91 PALMS AND 805 SHRUBS

BEAR CORN RUN

MATCHLINE LA1
MATCHLINE LA4

MATCHLINE LA2
MATCHLINE LA1

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

SHEET LAYOUT LEGEND

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1.	2-10-15	REVISED PER COMMENTS, DATED 2-4-15	SMG
2.	4-6-15	REVISED PER COMMENTS, DATED 3-27-15	SMG
3.	1-25-16	PER CLIENT DIRECTION	SMG
4.	4-18-16	REVISED PER CITIES COMMENTS 4-18-16	JES
5.	5-3-16	REVISED PER COMMENTS, DATED 5-2-16	SMG

REVISIONS:

HAWKS PRESERVE
@ PORT ORANGE PLANTATION - PHASE I

LANDSCAPE PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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CHECKED BY: SRB
DRAWING FILE: 09066 AB-LA
XREFS: 09066BASE

FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: 1"=20'

SHEET LA1 OF 12

MCGINNIS AVE.

RUSHWOOD DR.

BEAR CORN RUN

BEAR CORN RUN

SOD (BAHIA)

SOD (SEASHORE PASPALUM)

SOD (ST. AUGUSTINE)

5' MULCH RING (TYP.)

UPLIGHTING TYP.

12'-0" MINIMUM LANDSCAPE BUFFER.
2 CANOPY TREES, 2 UNDER-STORY TREES AND 20 SHRUBS REQUIRED PER 100 LINEAR FEET. 228 LINEAR FEET RESULTS IN 4 CANOPY, 4 UNDER-STORY AND 46 SHRUBS REQUIRED.

PROVIDED: 5 CANOPY, 7 UNDER-STORY, 26 PALMS AND 219 SHRUBS.

12'-0" MINIMUM LANDSCAPE BUFFER.
2 CANOPY TREES, 2 UNDER-STORY TREES AND 20 SHRUBS REQUIRED PER 100 LINEAR FEET. 756 LINEAR FEET RESULTS IN 7 CANOPY, 7 UNDER-STORY AND 67 SHRUBS REQUIRED.

PROVIDED: 7 CANOPY, 11 UNDER-STORY, 26 PALMS AND 287 SHRUBS

MATCHLINE LA3
MATCHLINE LA2

MATCHLINE LA2
MATCHLINE LA1

MATCHLINE LA2
MATCHLINE LA5

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

SHEET LAYOUT LEGEND

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1.	2-10-15	REVISED PER COMMENTS, DATED 2-4-15	SMG
2.	4-9-15	REVISED PER COMMENTS, DATED 3-27-15	SMG
3.	1-21-16	PER CLIENT DIRECTION	SMG
4.	4-18-16	REVISED PER CITIES COMMENTS 4-18-16	JES
5.	5-3-16	REVISED PER COMMENTS, DATED 5-2-16	SMG

REVISIONS:

HAWKS PRESERVE
@ PORT ORANGE PLANTATION - PHASE I

LANDSCAPE PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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PROJECT NO: 09066
ISSUE DATE: 9/16/14
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: SRB
DRAWING FILE: 09066 AB-LA
XREF'S: 09066ASE

FILE LOCATION

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: 1"=20'

SHEET LA2 OF 12

MCGINNIS AVE.

3" MULCH RING (TYP.)

3 VT CT WR MATCHED

SOD (BAHIA)

SOD (SEASHORE PASPALUM)

SOD (ST.AUGUSTINE)

LIMIT OF BAHIA SOD

12'-0" MINIMUM LANDSCAPE BUFFER.
2 CANOPY TREES, 2 UNDER-STORY TREES AND 20 SHRUBS REQUIRED PER 100 LINEAR FEET. 404 LINEAR FEET RESULTS IN 12 CANOPY, 12 UNDER-STORY AND 181 SHRUBS REQUIRED.

PROVIDED: 16 CANOPY, 24 UNDER-STORY, 52 PALMS AND 300 SHRUBS

MATCHLINE LA3
MATCHLINE LA2

BEAR CORN RUN

MATCHLINE LA3
MATCHLINE LA3

LA3

SHEET LAYOUT LEGEND

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

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NO.	DATE	DESCRIPTION	BY
1.	2-13-15	REVISED PER COMMENTS, DATED 2-4-15	SMG
2.	3-4-15	REVISED PER COMMENTS, DATED 2-27-15	SMG
3.	4-21-15	PER CLIENT DIRECTION	SMG
4.	4-13-16	REVISED PER CITIES COMMENTS 4-13-16	JES
5.	7-5-16	REVISED PER COMMENTS, DATED 7-5-16	SMG

REVISIONS:

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@ PORT ORANGE PLANTATION - PHASE I

LANDSCAPE PLAN & DETAILS

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CHECKED BY: SRB
DRAWING FILE: 09066 ABJ-A
XREFS: 09066BASE

FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: 1"=20'

SHEET LA3 OF 12

MATCHLINE LA1
MATCHLINE LA4

SOD (BAHIA)

BEAR CORN RUN

SOD (BAHIA)

SOD (BAHIA)

SOD (BAHIA)

SOD (BAHIA)

MATCHLINE LA5
MATCHLINE LA4

MATCHLINE LA4
MATCHLINE LA6

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

L A 4

SHEET LAYOUT LEGEND

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1.	2-10-15	REVISED PER COMMENTS, DATED 2-4-15	SMG
2.	3-4-15	REVISED PER COMMENTS, DATED 2-27-15	SMG
3.	1-21-16	PER CLIENT DIRECTION	SMG
4.	4-18-16	REVISED PER CITES COMMENTS 4-18-16	JES
5.	5-2-16	REVISED PER COMMENTS, DATED 5-2-16	SMG

REVISIONS:

HAWKS PRESERVE
@ PORT ORANGE PLANTATION - PHASE I

LANDSCAPE PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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CHECKED BY: SRB
DRAWING FILE: 09066 A8-LA
XREFS: 09066BASE

FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: 1"=20'

SHEET LA4 OF 12

FUTURE AMENITY CENTER

MATCHLINE LA2
MATCHLINE LA5

MATCHLINE LA5
MATCHLINE LA4

MATCHLINE LA2
MATCHLINE LA5

SOD (BAHIA)

SCALE : 1" = 20'

SHEET LAYOUT LEGEND

LA5

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1.	2-10-15	REVISED PER COMMENTS, DATED 2-4-15	SMG
2.	3-4-15	REVISED PER COMMENTS, DATED 2-27-15	SMG
3.	1-21-16	PER CLIENT DIRECTION	SMG
4.	4-18-16	REVISED PER CITIES COMMENTS 4-18-16	JES
5.	5-3-16	REVISED PER COMMENTS, DATED 5-2-16	SMG

REVISIONS:

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LANDSCAPE PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.
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ISSUE DATE: 9/16/14
DESIGNED BY: SMG
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CHECKED BY: SRB
DRAWING FILE: 05066 AB-LA
XREFS: 05066BASE

FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: 1"=20'

SHEET LA5 OF 12

MATCHLINE LA4
MATCHLINE LA6

BEAR CORN RUN

SOD (BAHIA)

MATCHLINE LA5
MATCHLINE LA6

MATCHLINE LA6
MATCHLINE LA7

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

LA6

SHEET LAYOUT LEGEND

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NO.	DATE	DESCRIPTION	BY
1.	2-10-15	REVISED PER COMMENTS, DATED 2-4-15	SMG
2.	3-4-15	REVISED PER COMMENTS, DATED 2-27-15	SMG
3.	1-21-16	PER CLIENT DIRECTION	SMG
4.	4-18-16	REVISED PER CITES COMMENTS 4-18-16	JES
5.	5-3-16	REVISED PER COMMENTS, DATED 5-2-16	SMG

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HAWKS PRESERVE
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LANDSCAPE PLAN & DETAILS

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FLORIDA REGISTRY OF ENGINEERING BUSINESS NO. 27251

PROJECT NO.: 09006
ISSUE DATE: 9/16/14
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: SRB
DRAWING FILE: 09006 AB-LA
XREFS: 09006BASE

FILE LOCATION
-

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: 1"=20'

SHEET LA6 OF 12

MATCHLINE LA6
MATCHLINE LA7

SOD (BAHIA)

NATURAL PRESERVATION AREA

56 TPP

5 TP

2 TP

1 SP

39 CS

SCALE : 1" = 20'

SHEET LAYOUT LEGEND

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1.	2-10-15	REVISED PER COMMENTS, DATED 2-4-15	SMG
2.	2-24-15	REVISED PER COMMENTS, DATED 2-17-15	SMG
3.	1-21-16	PER CLIENT DIRECTION	SMG
4.	4-18-16	REVISED PER CITIES COMMENTS 4-18-16	JES
5.	5-3-16	REVISED PER COMMENTS, DATED 5-2-16	SMG

REVISIONS:

HAWKS PRESERVE
@ PORT ORANGE PLANTATION - PHASE I

LANDSCAPE PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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CHECKED BY: SRB
DRAWING FILE: 09066 A8-LA
XREFS: 09066BASE

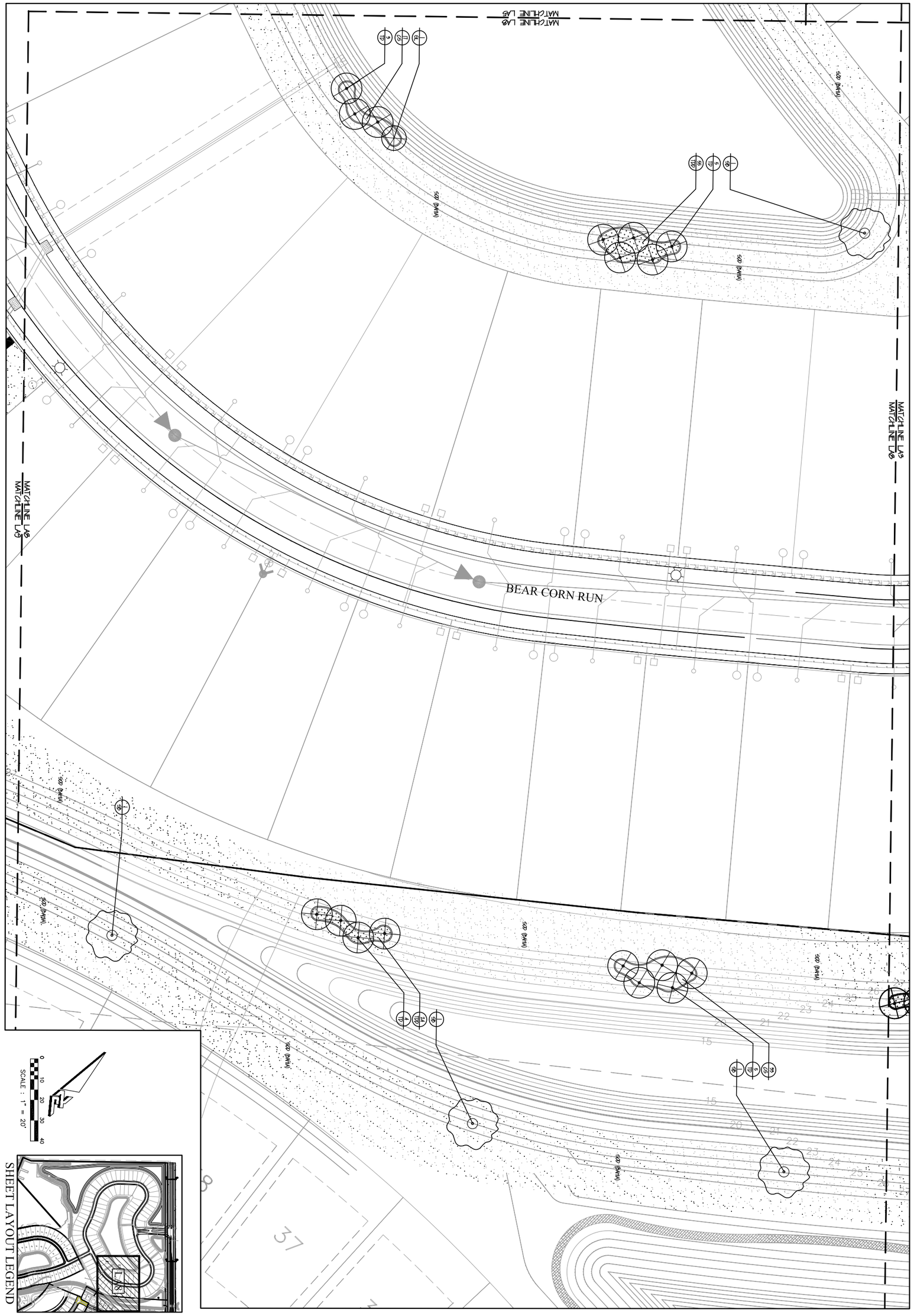
FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: 1"=20'

SHEET LA7 OF 12



SHEET LAYOUT LEGEND

NO.	DATE	DESCRIPTION	BY
1.	2-13-15	REVISED PER COMMENTS, DATED 2-4-15	SMG
2.	3-4-15	REVISED PER COMMENTS, DATED 2-27-15	SMG
3.	1-21-16	PER CLIENT DIRECTION	SMG
4.	4-19-16	REVISED PER CITIES COMMENTS 4-18-16	JES
5.	5-3-16	REVISED PER COMMENTS, DATED 5-2-16	SMG

REVISIONS

HAWKS PRESERVE
@ PORT ORANGE PLANTATION - PHASE I

LANDSCAPE PLAN & DETAILS

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FILE LOCATION:

SEAL

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SCALE: 1"=20'

SHEET LA8 OF 12

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NO.	DATE	DESCRIPTION	BY
1.	2-10-15	REVISED PER COMMENTS, DATED 2-4-15	SMG
2.	3-4-15	REVISED PER COMMENTS, DATED 2-27-15	SMG
3.	1-21-16	PER CLIENT DIRECTION	SMG
4.	4-18-16	REVISED PER CITES COMMENTS 4-18-16	JES
5.	5-3-16	REVISED PER COMMENTS, DATED 5-2-16	SMG

REVISIONS:

HAWKS PRESERVE
@ PORT ORANGE PLANTATION - PHASE I

LANDSCAPE PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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

PROJECT NO: 09066
ISSUE DATE: 9/16/14
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: SRB
DRAWING FILE: 09066 A9-LA
XREFS: 09066BASE

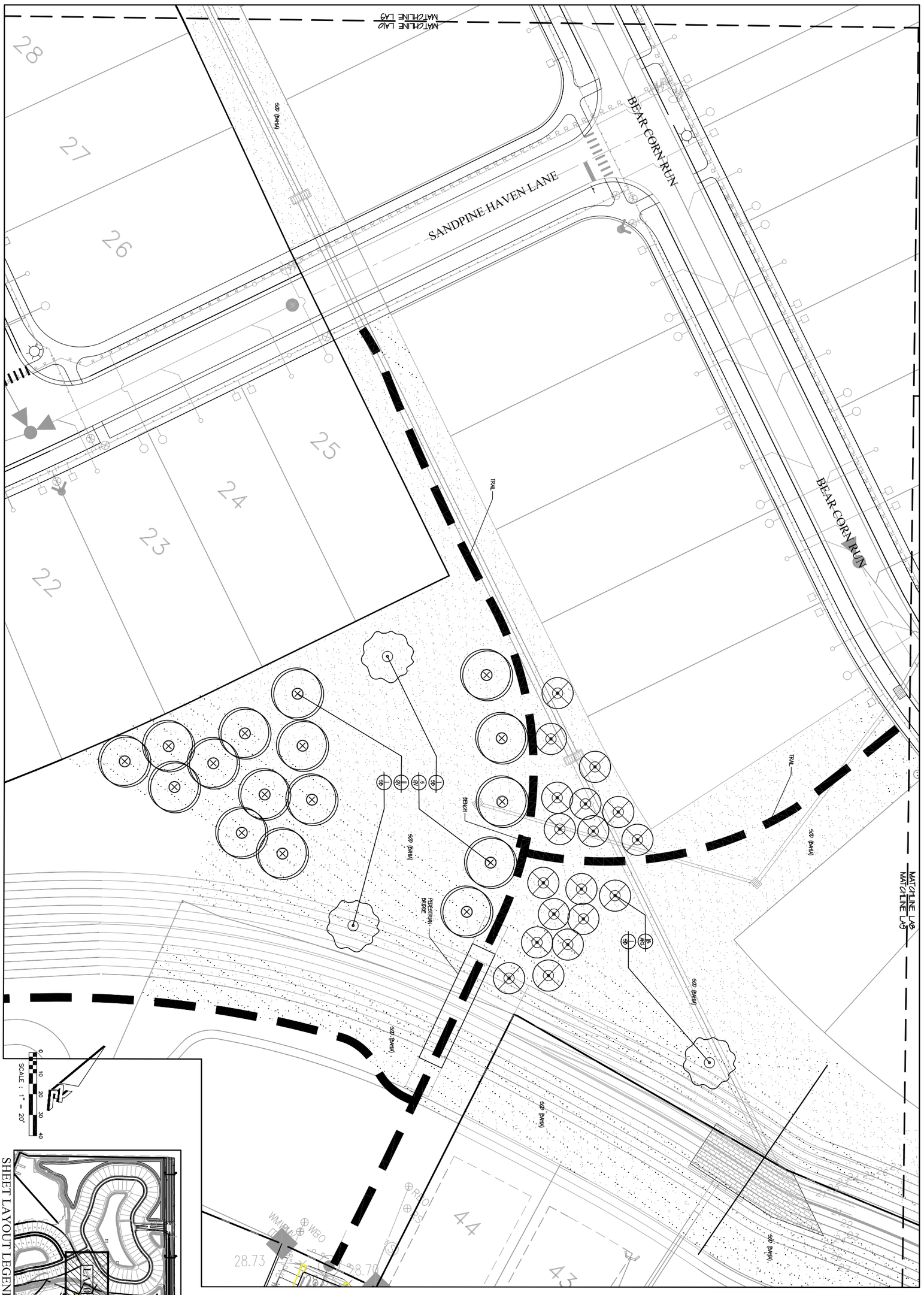
FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: 1"=20'

SHEET LA9 OF 12



SHEET LA10 OF 12

SCALE: 1"=20'

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SEAL

FILE LOCATION

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
(LC 62)
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
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CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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LANDSCAPE PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS
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PROJECT NO: 05066
ISSUE DATE: 9/16/14
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FILE LOCATION
-

SEAL

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SCALE: 1"=20'

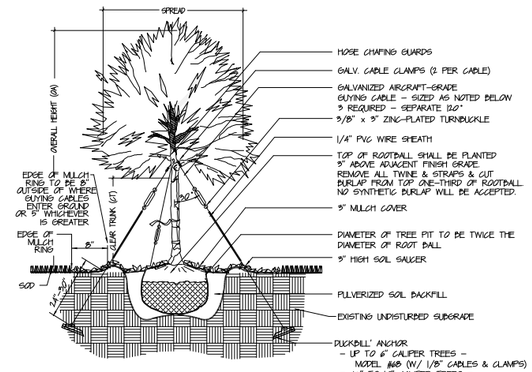
SHEET LA11 OF 12

LANDSCAPE NOTES

1. FLORIDA #1: ALL PLANT MATERIAL SHALL BE GRADE FLORIDA NO. 1 OR BETTER IN QUALITY AS DESIGNATED IN THE MOST RECENT PUBLICATION OF "GRADES AND STANDARDS FOR NURSERY PLANTS", PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. SEE #21 FOR INFO.
2. EXISTING PLANTS: IF PROPOSED PLANTINGS SHOWN ON PLAN INTERFERE WITH EXISTING LANDSCAPING, THE PROPOSED LANDSCAPING SHALL BE LOCATED AS CLOSE AS POSSIBLE TO ITS INTENDED LOCATION.
3. MULCH: ALL PLANTING BEDS SHALL BE TOP DRESSED WITH 3" SHREDDED PINE BARK MULCH, GRADE "B" OR BETTER. ALL TREES NOT IN BEDS SHALL HAVE A 5' DIAMETER MULCH RING. ALL PALMS NOT IN BEDS SHALL HAVE A 3' DIAMETER MULCH RING.
4. SOD: SOD SPECIES SHALL BE AS NOTED SPECIFIC TO AREAS IN WHICH LABELED. ALL SOD SHALL BE ROLLED. SEE IRRIGATION PLAN FOR SOD AREAS TO BE IRRIGATED/UN-IRRIGATED.
5. QUANTITIES: IN THE EVENT OF A VARIATION BETWEEN THE QUANTITIES SHOWN ON THE PLANT LIST AND THE ACTUAL QUANTITY OF PLANTS SHOWN ON THE PLAN, THE PLAN SHALL CONTROL. SOD QUANTITY TAKEOFFS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
6. UNFORESEEN CONFLICTS: CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PORTION OF THE LANDSCAPE PLAN AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNFORESEEN OBSTRUCTIONS, GRADE DIFFERENCES, STANDING WATER, SOIL CONDITIONS OR OTHER CONFLICTS EXIST. SUCH UNFORESEEN CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
7. SUBSTITUTIONS: NO SUBSTITUTIONS OR VARIATIONS OF ANY PLANT MATERIAL OR ITS INSTALLED LOCATION WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN CONSENT AND APPROVAL FROM THE LANDSCAPE ARCHITECT.
8. CONTAINERS: IF GALLONAGE FOR PLANTS OR TREES IS SHOWN THEY SHALL BE CONTAINER GROWN AND THE SIZE SHOWN SHALL REPRESENT THE MINIMUM ALLOWABLE GALLONAGE ACCEPTED. IN ALL CASES THE PLANT SPECIFIED SIZE SHALL GOVERN OVER THE GALLONAGE INDICATED.
9. PLANTING SOIL: CONTRACTOR SHALL VERIFY THAT SOIL CONDITIONS ARE SUITABLE TO THE PLANT SPECIES SPECIFIED. IF SOIL CONDITIONS ARE DEEMED UNSUITABLE FOR PROPER PLANT HEALTH, CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND PROPER SUBSTITUTIONS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ADDITIONALLY, IF PRESENT, THE CONTRACTOR SHALL REMOVE LIME ROCK, CONCRETE AND OTHER DELETERIOUS DEBRIS FROM PLANTING BEDS. IF DEBRIS IS INTEGRATED IN THE SOIL, THE SOIL MUST BE EXCAVATED AND REPLACED WITH ACCEPTABLE SOIL. ALL FILL TO BE PLACED IN LANDSCAPE AREAS MUST HAVE A pH RANGE BETWEEN 5.8 AND 7.5, BE ORGANIC IN NATURE, AND BE FREE OF ROCKS AND DEBRIS.
10. TOPSOIL: TOPSOIL MATERIAL, IF REQUIRED, SHALL BE FREE FROM ALL HARD CLODS, WEEDS, STONES OVER 1" IN DIAMETER, CLAY, HARD PAN, NOXIOUS PLANTS, SOD, INSECTS, OR OTHER UNDESIRABLE PLANTS, SEEDS, OR MATERIAL WHICH MAY BE HARMFUL FOR GROWTH AND SHALL BE CERTIFIED AS STERILE.
11. WEEDS: IF PRESENT, THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ANY WEEDS FROM PLANTING AREAS PRIOR TO THE INSTALLATION OF PROPOSED PLANT MATERIAL AND MULCH COVER. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP BEDS FREE OF WEEDS FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD.
12. GRADING: UNLESS OTHERWISE STATED ON THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE PLANTED AND SODDED IN ORDER TO ELIMINATE BUMPS AND DEPRESSIONS. FINE GRADING SHALL BE DEFINED AS THE FINAL 2" OF GRADE TO BE ACHIEVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND REGRADING WASHOUT AREAS CAUSED BY EROSION UNTIL FINAL ACCEPTANCE OF THE PROJECT.
13. STAKING: ALL TREES, AND PALMS ARE TO BE STAKED ACCORDING TO THE DETAILS IN THESE PLANS. IF THE CONTRACTOR PREFERS TO USE OTHER STAKING METHODS THAN SHOWN IN THE DETAILS, HE OR SHE MUST SUBMIT PROPOSED STAKING DETAILS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN, REPAIR, AND/OR REPLACE ANY PLANTS DAMAGED BY FAILURE TO PROPERLY STAKE OR GUY ANY TREES ON SITE, AT THEIR OWN EXPENSE.
14. BEDLINES: CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE PARALLEL TO PARKING LOTS AND STRUCTURES UNLESS DESIGNED OTHERWISE.
15. FERTILIZER: OSMOCOTE SLOW RELEASE FERTILIZER OR EQUIVALENT SHALL BE APPLIED TO ALL TREE, SHRUB, AND GROUNDCOVER PLANTING AREAS AT THE RATE OF THREE (3) TABLESPOONS PER 2 S.F. OF PLANTING AREA.
16. DRAINAGE: THE LANDSCAPE CONTRACTOR SHALL ASSURE THAT THIS WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE OWNERS REPRESENTATIVE IMMEDIATELY SHALL A CONFLICT ARISE.
17. SPECIFICATIONS: THE LANDSCAPE ARCHITECT SHALL BE PERMITTED THE RIGHT DURING INSTALLATION, TO REJECT ANY AND ALL PLANT MATERIAL AND WORKMANSHIP WHICH IN HIS OR HER OPINION DOES NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.
18. NATURAL AREAS: NATURAL VEGETATION PRESERVATION AREAS SHALL BE CLEANED UP INCLUDING BUT NOT LIMITED TO THE REMOVAL OF ANY DEBRIS OR WEEDS AND PRUNING OF DEAD OR YELLOW BRANCHES AND PALM FRONDS. MULCH EDGE OF NATURAL AREA 5 FEET.
19. WILDLIFE NOTIFICATION: UNLESS NOTIFIED BY THE CLIENT OR CONTRACTOR IN WRITING, LANDSCAPE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR DAMAGES TO PROPOSED PLANT MATERIAL CAUSED BY DEER OR OTHER ANIMALS. UPON NOTIFICATION OF PEST ANIMAL EXISTENCE PROPER PLANT SUBSTITUTIONS SHALL BE PROVIDED BY THE LANDSCAPE ARCHITECT.
20. TURNOVER: CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR A TURNOVER DATE TO INCLUDE A WALK-THROUGH AND ACCEPTANCE OF WORK BY THE LANDSCAPE ARCHITECT. ANY WORK DEEMED UNACCEPTABLE SHALL BE CORRECTED IMMEDIATELY AND REINSPECTED AS SCHEDULED.
21. MAINTENANCE: CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE TO BEGIN AFTER EACH PLANT HAS BEEN INSTALLED AND SHALL CONTINUE 90 DAYS AFTER FINAL WRITTEN ACCEPTANCE BY THE OWNER. MAINTENANCE SHALL INCLUDE WATERING, PRUNING, WEEDING, MULCHING, MOWING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ANY OTHER CARE NECESSARY IN ORDER TO MAINTAIN PROPER PLANT HEALTH AND SOIL MOISTURE CONTENT.
22. GUARANTEE: CONTRACTOR SHALL GUARANTEE ALL INSTALLED PLANT MATERIAL FOR ONE (1) CALENDAR YEAR STARTING FROM THE TURNOVER DATE SHOULD WORK BE FOUND ACCEPTABLE. ANY CORRECTED WORK SHALL HAVE A PROPORTIONAL EXTENSION OF WARRANTY ONCE APPROVED. ANY SICK OR DEAD MATERIAL SHALL BE REPLACED IMMEDIATELY. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE TO HONOR ANY WARRANTY FOR THE LOSS OF ANY PLANT MATERIAL CAUSED BY FLOODING, FIRE, FREEZING TEMPERATURES, WINDS OVER 50 MPH, LIGHTNING, ANY OTHER NATURAL DISASTER, OR ANY LOSS/DAMAGE CAUSED BY VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.

PLANT LIST

SYM.	QTY.	SPECIES	COMMON NAME	SPECIFICATIONS
TREES				
AR2	18	ACER RUBRUM	RED MAPLE	30 GAL., 2 1/2" CAL., 10' HT.
EL	4	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY	30 GAL., 5' HT., 4' SPR., CONE TOPIARY
GL	21	GORDONIA LASIANTHUS	LOBLOLLY BAY	30 GAL., 2 1/2" CAL., 10' HT.
IAE	17	ILEX ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	30 GAL., 2 1/2" CAL., 10' HT.
IAS	8	ILEX ATTENUATA 'SAVANNAH'	SAVANNAH HOLLY	30 GAL., 2 1/2" CAL., 10' HT.
LI	29	LAGERSTROEMIA INDICA 'NATCHEZ'	WHITE CRAPE MYRTLE	30 GAL., 2 1/2" CAL., 8' HT.
LJ	31	LIGUSTRUM JAPONICUM TREE FORM	LIGUSTRUM TREE	10' x 10' , MT., 4' C.T., PRUNED
MG	24	MAGNOLIA GRANDIFLORA 'DD BLANCHARD'	DD. BLANCHARD MAGNOLIA	30 GAL., 2 1/2" CAL., 10' HT.
QV	35	QUERCUS VIRGINIANA	LIVE OAK	30 GAL., 2 1/2" CAL., 10' HT.
SB	28	SALIX BABYLONICA	WEEPING WILLOW	45 GAL., 2 1/2" CAL., 1 1/2" 10' HT.
TD	163	TAXODIUM DISTICHUM	BALD CYPRESS	30 GAL., 2 1/2" CAL., 10' HT.
PALMS				
LN	50	LIVISTONA NITIDA	CARNARVON GORGE PALM	SEE PLAN FOR CLEAR TRUNK HT.'S
PDM	8	PHOENIX DACTYLIFERA 'MEDJOOL'	MEDJOOL DATE PALM	14' C.T HEIGHT., SPECIMEN
PR	1	PHOENIX RECLINATA	RECLINATA PALM	16' HT., MULTI TRUNK, SPECIMEN, MIN. 6-8 TRUNKS
WR	119	WASHINGTONIA ROBUSTA	WASHINGTON PALM	SEE PLAN FOR C.T'S REMOVE BOOTS 6'
SHRUBS & GROUNDCOVER				
A	185	ANNUALS	SEASONAL	4" POTS, 12" OC.
AA	2034	AGAPANTHUS AFRICANUS	LILY OF THE NILE	3 GAL., 18" HT. X 12" SPRD., 18" OC.
CS	488	CORTADERIA SELLOANA	DWARF PAMPASS GRASS	7 GAL., 36" HT. X 36" SPRD, 42" OC., FULL
EG	615	EVOLVULUS GLOMERATUS 'BLUE MY MIND'	BLUE DAZE	1 GAL., 8" HT. X 8" SPRD, 18" OC
JC	79	JUNIPERUS CONFERTA	SHORE JUNIPER	3 GAL., 18" HT. X 18" SPRD., FULL., 30" OC.
LCR	163	LANTANA CAMARA 'DALLAS RED'	RED LANTANA	1 GAL., 15" HT., 18" OC.
LR	16	LOROPETALUM 'RAZZLEBERRY'	LORQPETALUM	3 GAL., 18" HT. X 15" SPRD, FULL., 24" OC.
MC	692	MYRICA CERIFERA	WAX MYRTLE	3 GAL., 24" HT. X 24" SPRD., FULL., 36" OC.
MLC	648	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	1 GAL., 18" HT. X 10" SPRD., 30" OC.
PV	79	PANICUM VIRGATUM 'SHENANDOAH'	SWITCH GRASS	1 GAL., 12" HT. X 10" SPRD., 24" OC.
RMR	24	ROSA 'MEISALPO'	RED DRIFT ROSE	3 GAL., 18" HT. X 24"-36" SPD., 30" OC.
SA	67	SCHEFFLERA ARBORICOLA 'TRINETTE'	VARIEGATED SCHEFFLERA	3 GAL., 15" SPD. X 18" HT., FULL., 30" OC.
SR1	4	STRELITZIA REGINAE	DWARF BIRD OF PARADISE	7 GAL., 36" HT., FULL., 5-7 LEAVES, 5' OC.
TAS	449	TRACHELOSPERUM ASIATICUM 'SUMMER SUNSET'	ASIATIC JASMINE	1 GAL., 12" SPRD., 18" OC.
TDD	362	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	3 GAL., 18" HT. X 18" SPRD., 36" OC.
TF	548	TRIPSACUM FLORIDANUM	DWARF FAKAHATCHEE	3 GAL., 18" HT. X 18" SPRD., 30" OC.
TV	601	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12" SPRD., 18" OC.
ZF	288	ZAMIA FLORIDANA	COONTIE	3 GAL., 24" HT. X 18" SPRD., FULL., 30" OC.



1 TREE PLANTING DETAIL

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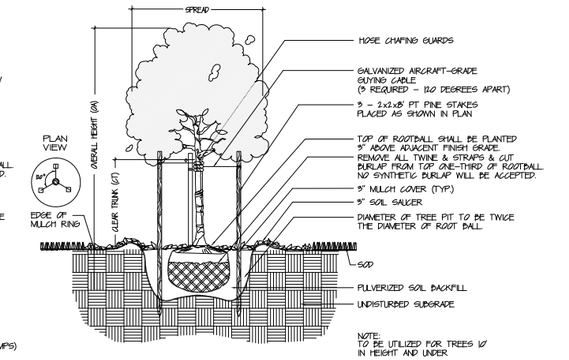

2 SMALL TREE PLANTING DETAIL

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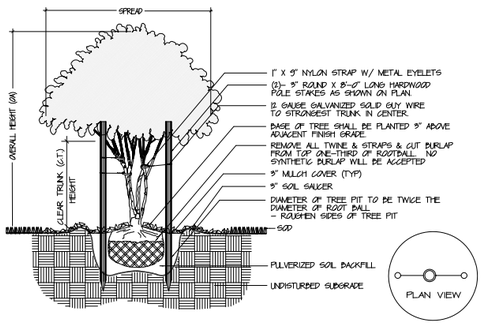

3 MULTI-TRUNK TREE PLANTING DETAIL

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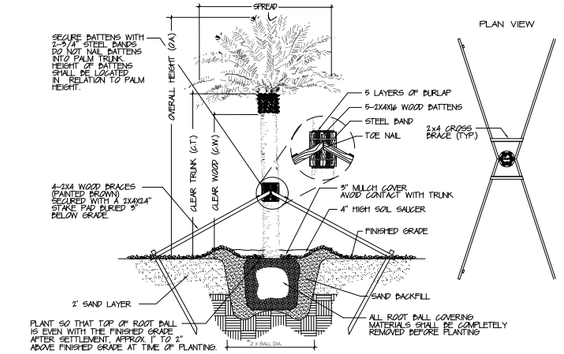

4 DATE PALM TREE PLANTING DETAIL

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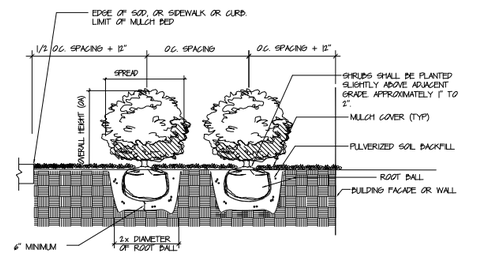

5 SHRUB PLANTING DETAIL

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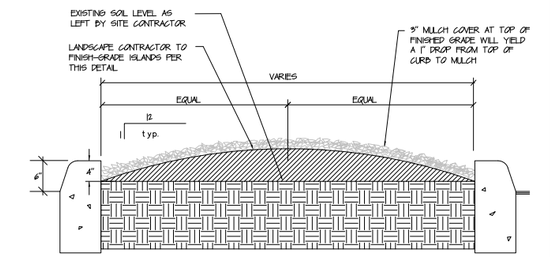

6 INTERIOR CURB ISLAND GRADING DETAIL

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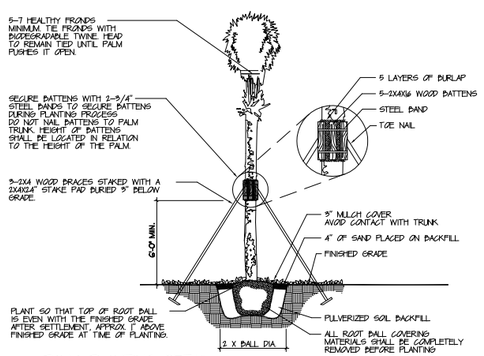
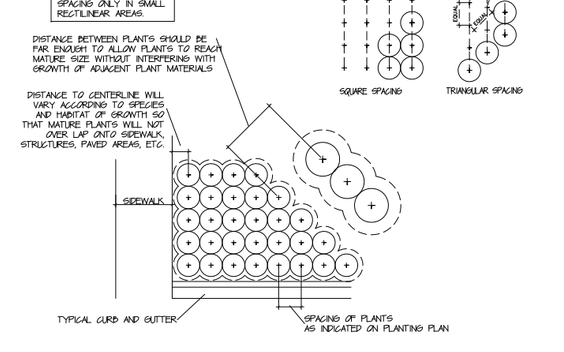


7 MULTI-TRUNK PALM TREE PLANTING DETAIL

SCALE: N.T.S.

8 PALM PLANTING DETAIL

SCALE: N.T.S.



9 TYPICAL PLANT SPACING DETAIL

SCALE: N.T.S.

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SHEET LA12 OF 12

Valve Callout
#" Valve Number
Valve Flow
#" Valve Size

A1 28.9 1½"
A2 28.5 1½"
A3 28.8 1½"
A4 28.8 1½"
A5 30.6 1½"
B1 48.6 1½"
B2 38.8 1½"
B3 50.2 1½"
B4 45.2 1½"
B5 19.2 1"
B6 46.5 1½"
B7 47.5 1½"

25' NWL
15' BOTTOM

MATCHLINE IR2
MATCHLINE IR1
MATCHLINE IR1
MATCHLINE IR4

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

SHEET LAYOUT LEGEND

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IRRIGATION PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA

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SCALE: N/A

SHEET IR1 OF 13

MATCHLINE IR3
MATCHLINE IR2

MATCHLINE IR2
MATCHLINE IR1

MATCHLINE IR2
MATCHLINE IR5

SCALE : 1" = 20'

SHEET LAYOUT LEGEND

IR2

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2.	5-5-15	REVISED PER COMMENTS DATED 5-2-15	SMG

REVISIONS:

HAWKS PRESERVE @ PORT ORANGE PLANTATION - PHASE I

IRRIGATION PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

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

PROJECT NO: 09066
ISSUE DATE: 9/16/14
DESIGNED BY: JC
DRAFTED BY: JC
CHECKED BY: SMG/SRB
DRWWG FILE: 09066 IR VILLAGE A.dwg
XREFS: 09066BASE

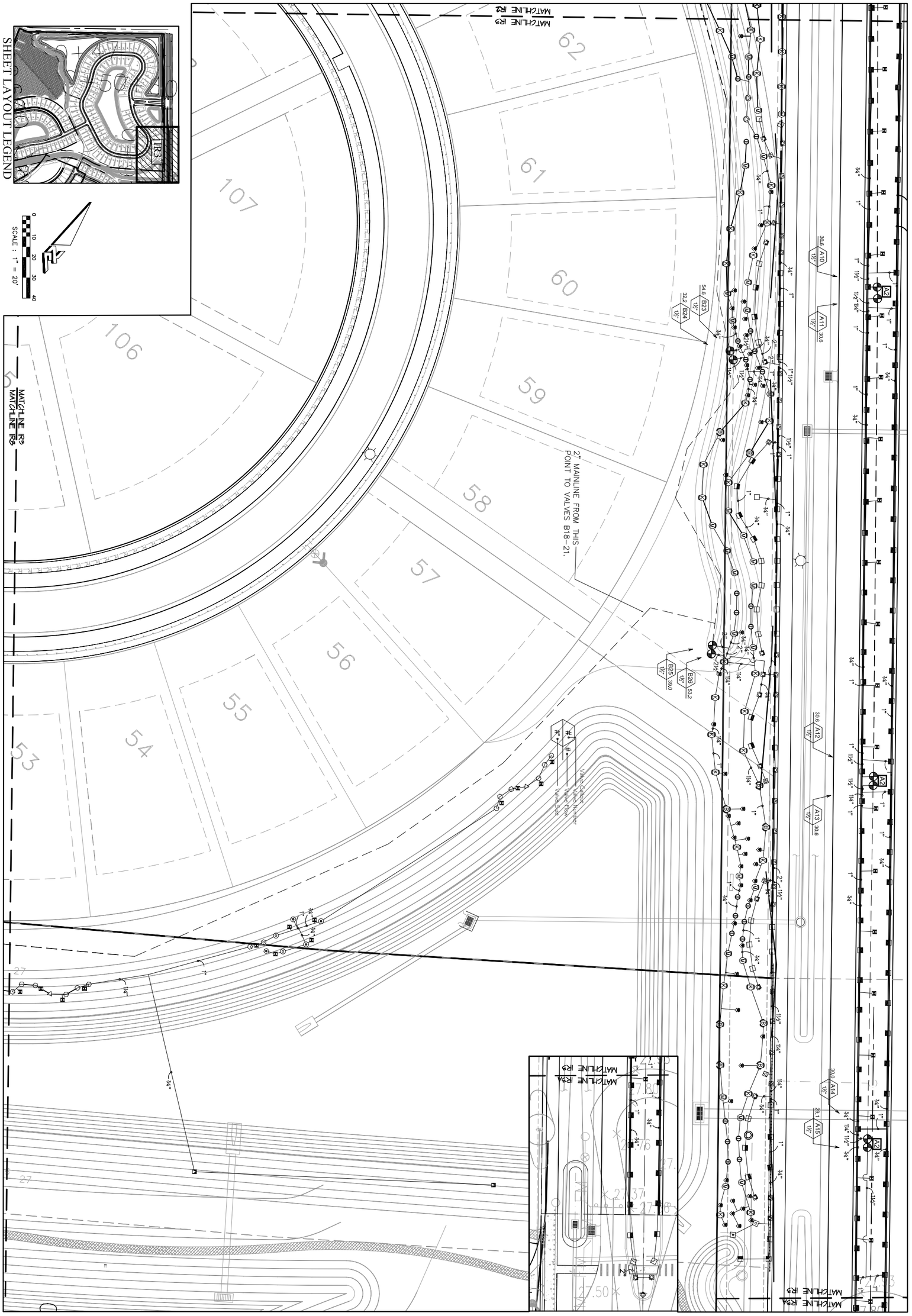
FILE LOCATION

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: N/A

SHEET IR2 OF 13



HAWKS PRESERVE
@ PORT ORANGE PLANTATION - PHASE I
IRRIGATION PLAN & DETAILS

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

SHEET IR3 OF 13

SCALE: N/A

NOT VALID WITHOUT EMBOSSED SEAL

SEAL

FEE LOCATION

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LC 63
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
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PROJECT NO: 09066	DRAFTED BY: JC
ISSUE DATE: 9/16/14	CHECKED BY: SMG/SRB
DESIGNED BY: JC	DRAWING FILE: 09066 IR=VILLAGE_AVE XREFS: 09066BASE

REVISIONS

NO.	DATE	DESCRIPTION	BY
1.	3-26-16	REVISED PER SITE CHANGES	SMG
2.	5-3-16	REVISED PER COMMENTS, DATED 5-2-16	SMG

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

ST. AUGUSTINE
4475 U.S. 1 S, STE # 601 ST. AUGUSTINE, FL 32086
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AMELIA ISLAND
914 ATLANTIC AVE, STE 3-D FERNANDINA BEACH, FL 32034
(904) 491-5436 FAX (904) 491-4159

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MATCHLINE IR1
MATCHLINE IR4

MATCHLINE IR5
MATCHLINE IR4

MATCHLINE IR4
MATCHLINE IR6

14 15 16 17 18 19 20 21 22 76 77 78 79 80 81 82

28-TOP
25-MID
15-BOTTOM

¾"
2"
1½"
1¼"
1"

SCALE : 1" = 20'

SHEET LAYOUT LEGEND

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NO.	DATE	DESCRIPTION	BY
1.	3-26-14	REVISED PER SITE CHANGES	SMG
2.	5-5-14	REVISED PER COMMENTS DATED 5-2-14	SMG

REVISIONS:

HAWKS PRESERVE
@ PORT ORANGE PLANTATION - PHASE I

IRRIGATION PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
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PROJECT NO: 09066
ISSUE DATE: 9/16/14
DESIGNED BY: JC
DRAFTED BY: JC
CHECKED BY: SMG/SRB
DRAWING FILE: 09066 IR VILLAGE A.dwg
XREFS: 09066BASE

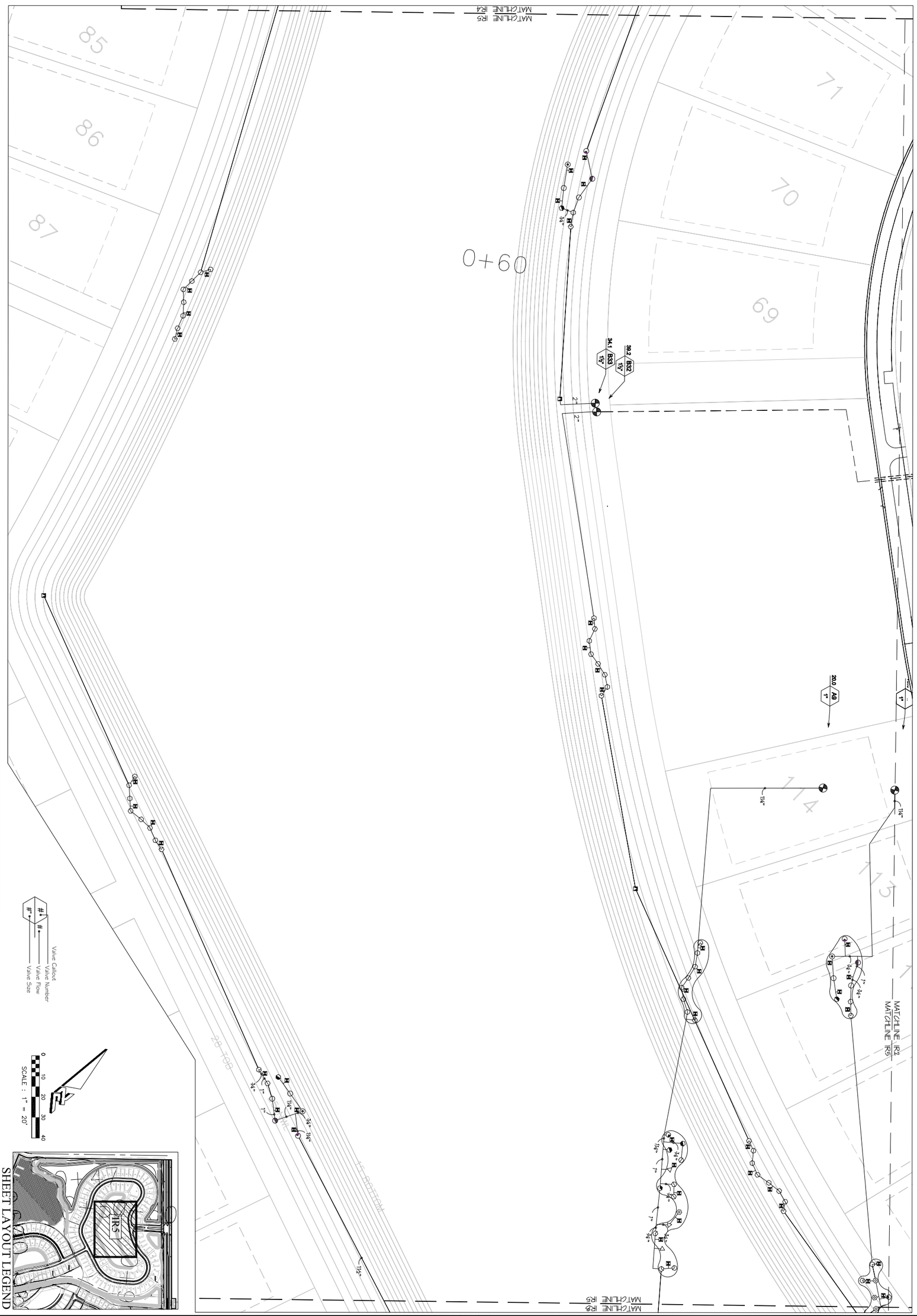
FILE LOCATION

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: N/A

SHEET IR4 OF 13



SHEET LAYOUT LEGEND

SHEET IR5 OF 13	SCALE: N/A	SEAL

NOT VALID WITHOUT EMBOSSED SEAL

FILE LOCATION

ZEV COHEN & ASSOCIATES, INC.
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PLANNERS • TRANSPORTATION • ENVIRONMENTAL
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PROJECT NO: 09066	DRAFTED BY: JC
ISSUE DATE: 9/16/14	CHECKED BY: SMG/SRB
DESIGNED BY: JC	DRAWING FILE: 09066 IR-VILLAGE_A.dwg XREF'S: 09066BASE

HAWKS PRESERVE
@ PORT ORANGE PLANTATION - PHASE I
IRRIGATION PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

REVISIONS

NO.	DATE	DESCRIPTION	BY
1.	3-26-16	REVISED PER SITE CHANGES	SMG
2.	5-3-16	REVISED PER COMMENTS, DATED 5-2-16	SMG

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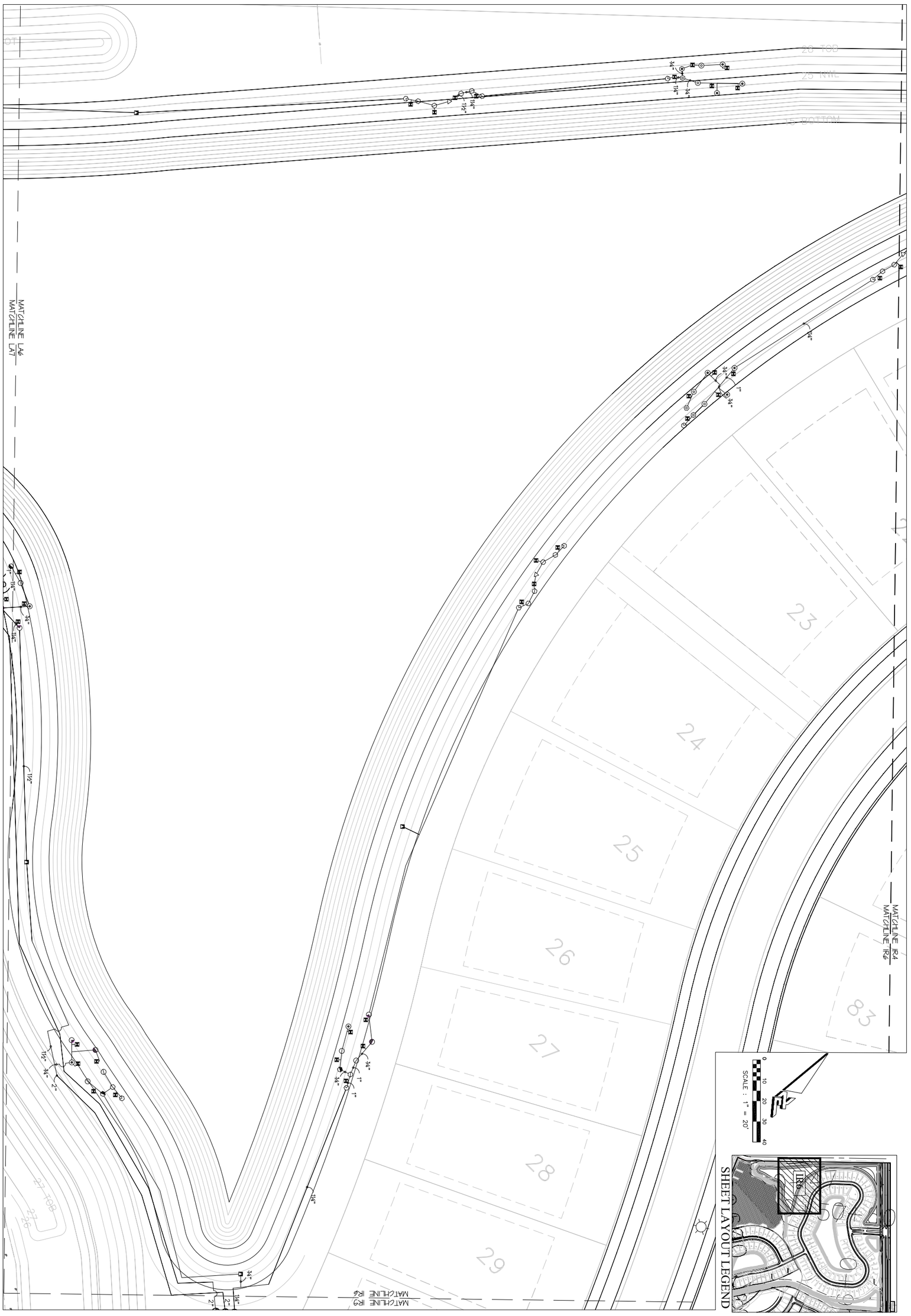

SHEET IR6 OF 13	SCALE: N/A	NOT VALID WITHOUT EMBOSSED SEAL
SEAL	FILE LOCATION	

ZEV COHEN & ASSOCIATES, INC.
EB 4516
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
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PROJECT NO: 09066	DRAFTED BY: JC
ISSUE DATE: 9/16/14	CHECKED BY: SMG/SRB
DESIGNED BY: JC	DRAWING FILE: 09066 IR-VILLAGE_A.dwg XREF'S: 09066BASE

HAWKS PRESERVE
@ PORT ORANGE PLANTATION - PHASE I

IRRIGATION PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

REVISIONS				
NO.	DATE	DESCRIPTION	BY
1.	3-26-16	REVISED PER SITE CHANGES	SMG
2.	5-3-16	REVISED PER COMMENTS, DATED 5-2-16	SMG

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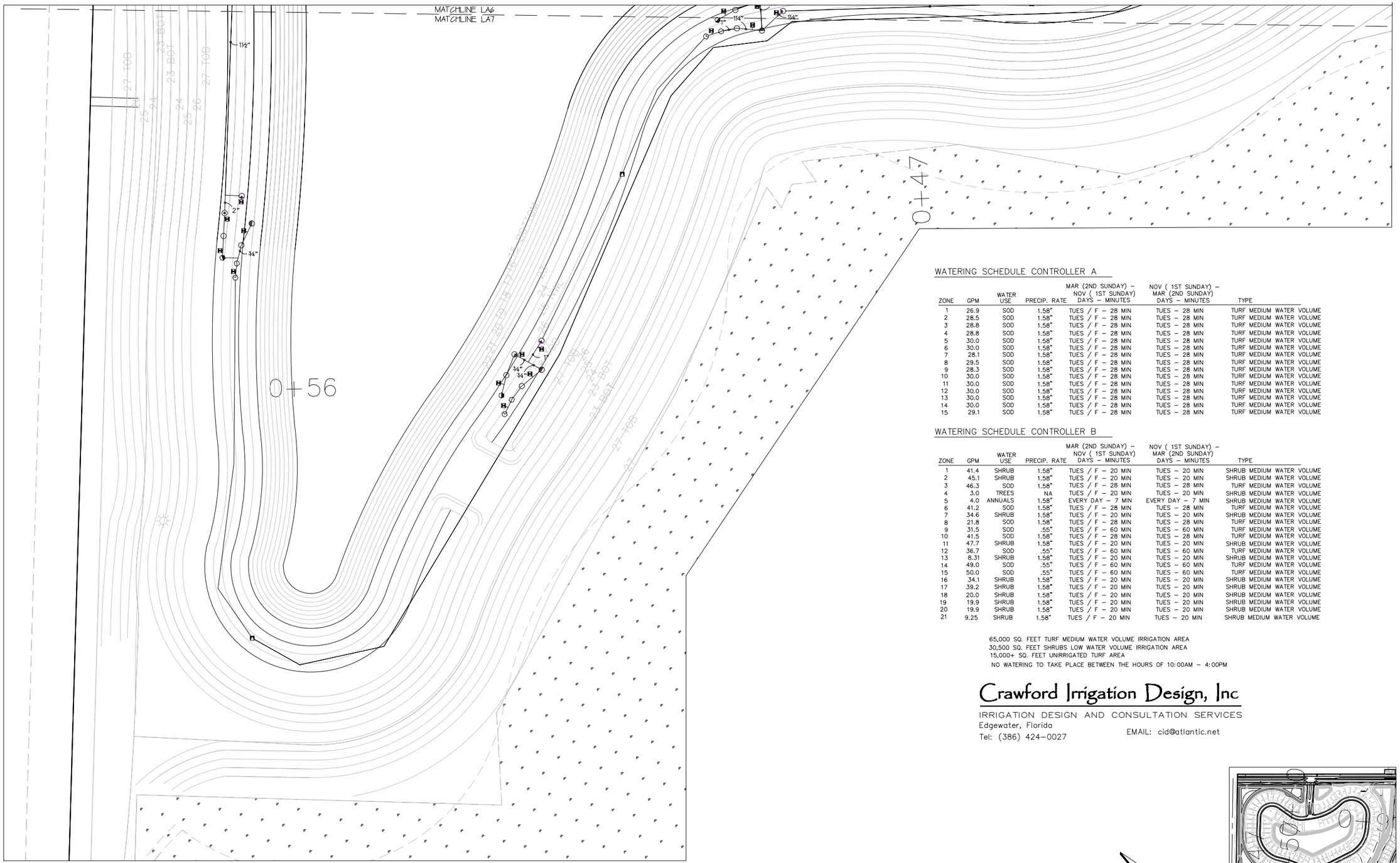


WATERING SCHEDULE CONTROLLER A

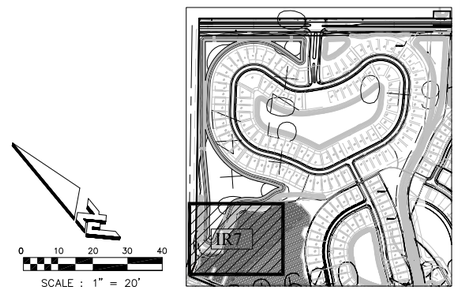
ZONE	GPM	WATER USE	PRECIP. RATE	MAR (2ND SUNDAY) – NOV (1ST SUNDAY) DAYS – MINUTES	NOV (1ST SUNDAY) – MAR (2ND SUNDAY) DAYS – MINUTES	TYPE
1	26.9	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
2	28.5	SOD	1.58"	TUES / F – 28 MIN	TUES – 28 MIN	TURF MEDIUM WATER VOLUME
3	28.8	SOD	1.58"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

WATERING SCHEDULE CONTROLLER B

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

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

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



SHEET LAYOUT LEGEND

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

ZEV COHEN & ASSOCIATES, INC.
ORMOND BEACH
300 INTERCHANGE BLVD., ORMOND BEACH, FL 32174
(386) 677-2400 FAX (386) 677-2509
ST. AUGUSTINE
4475 U.S. 1 S. STE 8 ST. AUGUSTINE, FL 32086
(904) 797-1910 FAX (904) 797-4159
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(904) 491-5436 FAX (904) 491-4159

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NO.	DATE	DESCRIPTION	BY
1.	3-26-14	REVISED PER SITE CHANGES	SMG
2.	5-2-14	REVISED PER COMMENTS DATED 5-2-14	SMG

REVISIONS:

HAWKS PRESERVE @ PORT ORANGE PLANTATION - PHASE I

IRRIGATION PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
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PROJECT NO: 09066
ISSUE DATE: 9/16/14
DESIGNED BY: JC
DRAFTED BY: JC
CHECKED BY: SMG/SRB
DRAWING FILE: 09066 IR WILLARD_A.dwg
XREF'S: 09066BASE

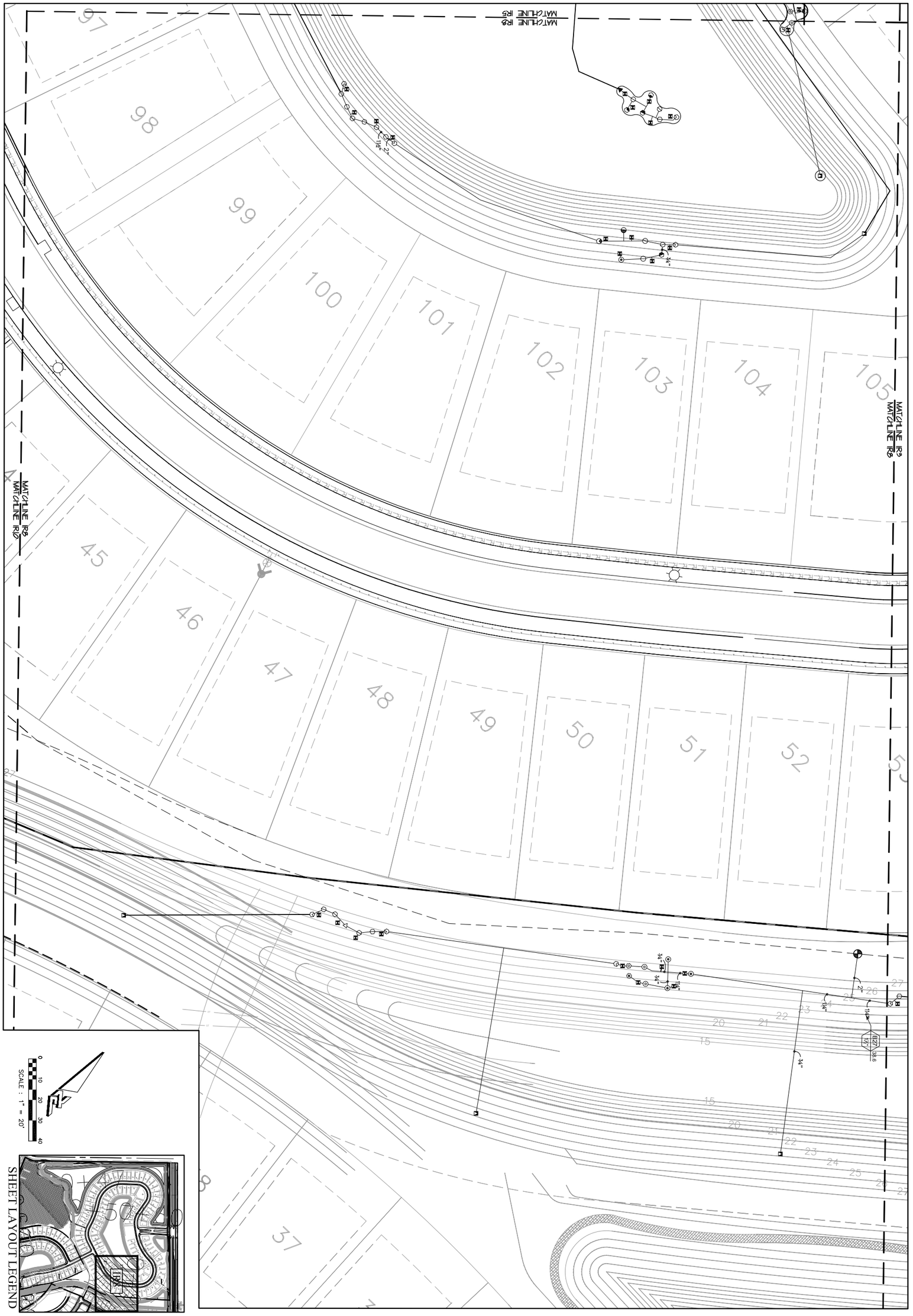
FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: N/A

SHEET IR7 OF 13



SHEET IR8 OF 13	SCALE: N/A	NOT VALID WITHOUT EMBOSSED SEAL	SEAL

FILE LOCATION

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EB 4516 LC 62
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
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PROJECT NO: 09066	DRAFTED BY: JC
ISSUE DATE: 9/16/14	CHECKED BY: SMG/SRB
DESIGNED BY: JC	DRAWING FILE: 09066 IR=VILLAGE_AVE XREFS: 09066BASE

HAWKS PRESERVE
@ PORT ORANGE PLANTATION - PHASE I
IRRIGATION PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

REVISIONS

NO.	DATE	DESCRIPTION	BY
1.	3-28-16	REVISED PER SITE CHANGES	SMG
2.	5-3-16	REVISED PER COMMENTS, DATED 5-2-16	SMG

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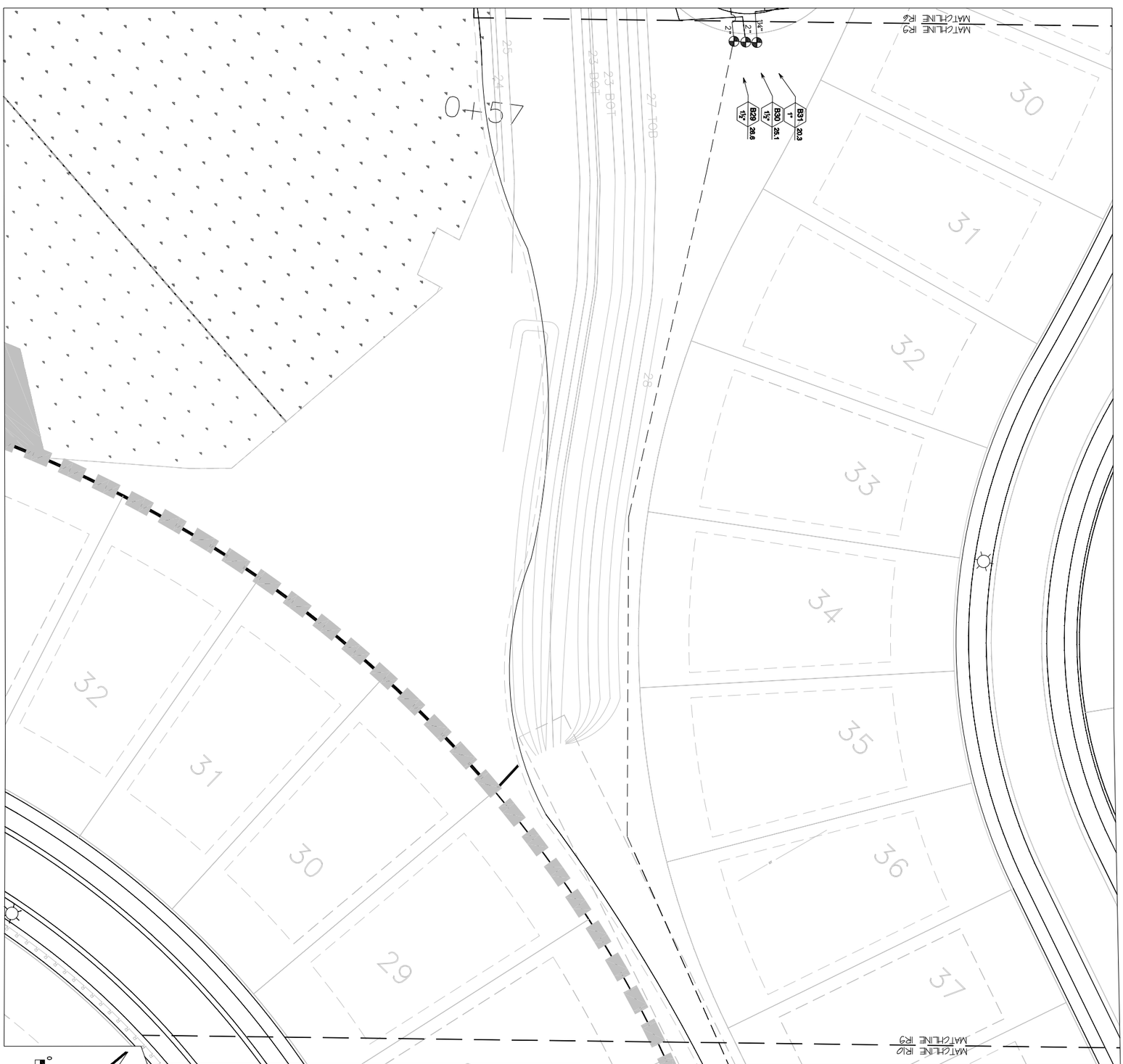
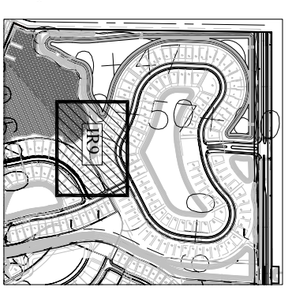


SCALE : 1" = 20'



SHEET LAYOUT LEGEND

SHEET IR9 OF 13	SCALE: N/A	NOT VALID WITHOUT EMBOSSED SEAL	SEAL

FILE LOCATION

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EB 4516
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PROJECT NO: 09066	DRAFTED BY: JC
ISSUE DATE: 9/16/14	CHECKED BY: SMG/SRB
DESIGNED BY: JC	DRAWING FILE: 09066 IR-VILLAGE_A.dwg XREF'S: 09066BASE

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@ PORT ORANGE PLANTATION - PHASE I
IRRIGATION PLAN & DETAILS

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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MATCHLINE IR8
MATCHLINE IR10

MATCHLINE IR10
MATCHLINE IR9

MATCHLINE IR10
MATCHLINE IR11

95
94
43
42
41
40
39
38
27
26
25
24
23
22
28
44

9.25 B28 1"

3/4"

4"&2"

2" MAINLINE FROM THIS POINT TO VALVES B32-33.

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

IR10

SHEET LAYOUT LEGEND

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300 INTERCHANGE BLVD. ORMOND BEACH, FL 32174
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(904) 491-5436 FAX (904) 491-4159

NO.	DATE	DESCRIPTION	BY
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REVISIONS:

HAWKS PRESERVE @ PORT ORANGE PLANTATION - PHASE I

IRRIGATION PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS (LC-26) (EB 4576)
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
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PROJECT NO: 29056
ISSUE DATE: 9/16/14
DESIGNED BY: JC
DRAFTED BY: JC
CHECKED BY: SMG/SRB
DRAWING FILE: 29056 IR-ALIGN_A.dwg
XREFS: 0000BASE

FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: N/A

SHEET IR10 OF 13

SHEET LAYOUT LEGEND

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

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2.	5-5-14	REVISED PER COMMENTS DATED 5-2-14	SMG

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CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

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CIVIL ENGINEERS · LANDSCAPE ARCHITECTS
PLANNERS · TRANSPORTATION · ENVIRONMENTAL
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PROJECT NO: 09066
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DRAWING FILE: 09066 IR-VILLAGE_A.dwg
XREF'S: 09066BASE

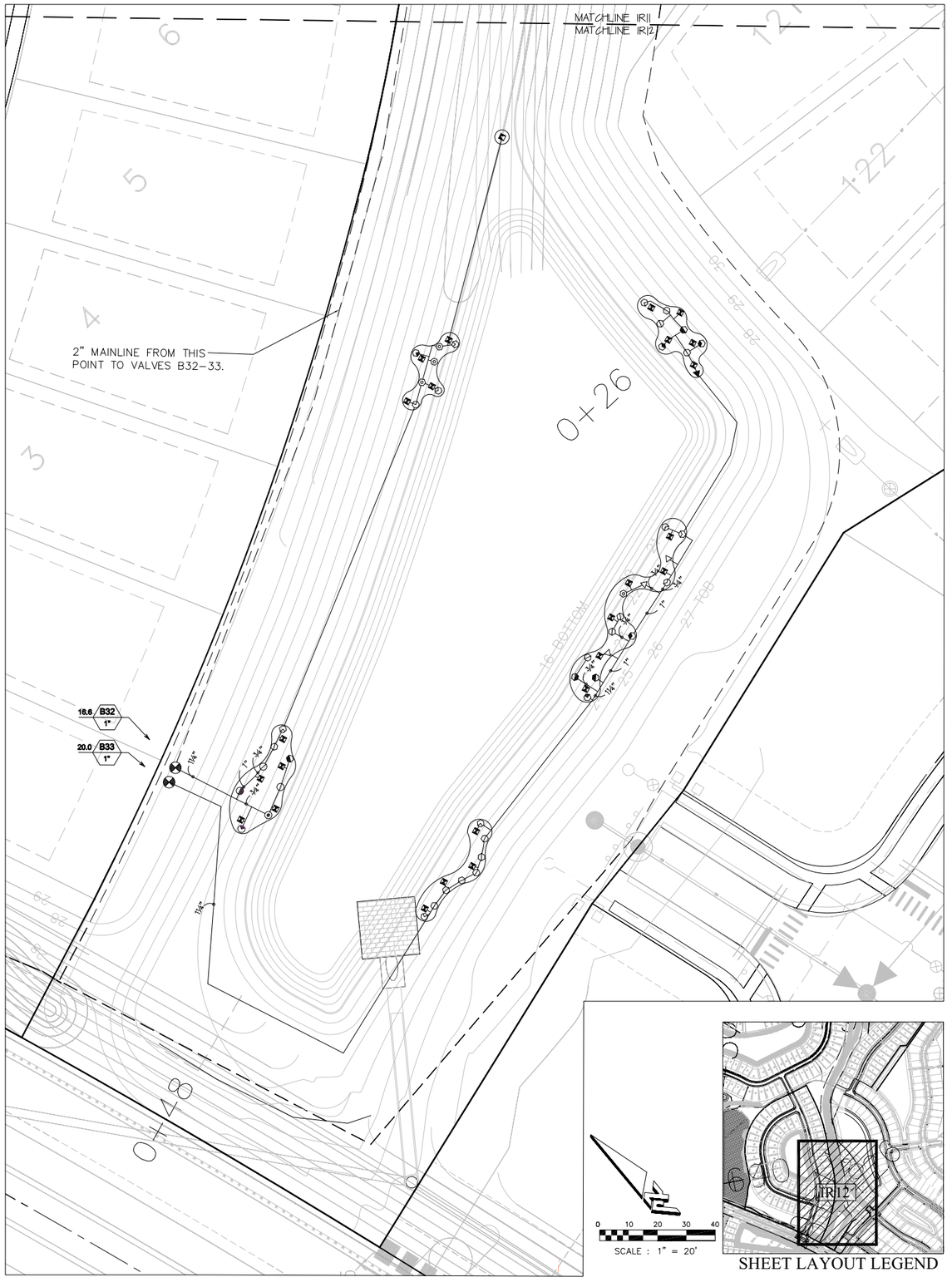
FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: N/A

SHEET IR11 OF 13



SHEET LAYOUT LEGEND

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
	Rain Bird RD-06-P30-NP 15 Strip Series	11	EST	30	0.61	4'x15'
	Rain Bird RD-06-P30-NP 15 Strip Series	87	SST	30	1.21	4'x30'
	Rain Bird RD-06-P30-NP 8 Series MPR	134	180	30	0.52	8'
	Rain Bird RD-06-P30-NP 8 Series MPR	8	90	30	0.26	8'
	Rain Bird RD-06-P30-NP 10 Series MPR	69	180	30	0.79	10'
	Rain Bird RD-06-P30-NP 10 Series MPR	5	90	30	0.39	10'
	Rain Bird RD-06-P30-NP 12 Series MPR	7	360	30	2.60	12'
	Rain Bird RD-06-P30-NP 12 Series MPR	61	180	30	1.30	12'
	Rain Bird RD-06-P30-NP 12 Series MPR	7	90	30	0.65	12'
	Rain Bird RD-06-P30-NP 12 Series MPR	4	120	30	0.87	12'
	Rain Bird RD-06-P30-NP 15 Series MPR	274	180	30	1.85	15'
	Rain Bird RD-06-P30-NP 15 Series MPR	13	90	30	0.92	15'
	Rain Bird RD-06-P30-NP 15 Series MPR	3	120	30	1.23	15'
	Rain Bird RD-06-P30-NP 8 Series VAN	3	Adj	30		8'
	Rain Bird RD-06-P30-NP 12 Series VAN	1	Adj	30		12'
	Rain Bird RD-06-P30-NP 15 Series VAN	3	Adj	30		15'
	Rain Bird RD-12-P30-NP 15 Strip Series	4	EST	30	0.61	4'x15'
	Rain Bird RD-12-P30-NP 15 Strip Series	1	LCS	30	0.49	4'x15'
	Rain Bird RD-12-P30-NP 15 Strip Series	22	SST	30	1.21	4'x30'
	Rain Bird RD-12-P30-NP 5 Series MPR	4	90	30	0.10	5'
	Rain Bird RD-12-P30-NP 8 Series MPR	127	180	30	0.52	8'
	Rain Bird RD-12-P30-NP 8 Series MPR	70	90	30	0.26	8'
	Rain Bird RD-12-P30-NP 8 Series MPR	5	120	30	0.35	8'
	Rain Bird RD-12-P30-NP 10 Series MPR	61	180	30	0.79	10'
	Rain Bird RD-12-P30-NP 10 Series MPR	15	90	30	0.39	10'
	Rain Bird RD-12-P30-NP 10 Series MPR	2	120	30	0.53	10'
	Rain Bird RD-12-P30-NP 12 Series MPR	1	360	30	2.60	12'
	Rain Bird RD-12-P30-NP 12 Series MPR	62	180	30	1.30	12'
	Rain Bird RD-12-P30-NP 12 Series MPR	7	90	30	0.65	12'
	Rain Bird RD-12-P30-NP 12 Series MPR	4	120	30	0.87	12'
	Rain Bird RD-12-P30-NP 15 Series MPR	24	180	30	1.85	15'
	Rain Bird RD-12-P30-NP 15 Series MPR	15	90	30	0.92	15'
	Rain Bird RD-12-P30-NP 15 Series MPR	1	120	30	1.23	15'
	Rain Bird RD-12-P30-NP 12 Series HE VAN	20	Adj	30		12'
	Rain Bird RD-12-P30-NP 15 Series HE VAN	26	Adj	30		15'
	Rain Bird RD-12-P30-NP 6 Series VAN	1	Adj	30		6'
	Rain Bird RD-12-P30-NP 8 Series VAN	15	Adj	30		8'
	Rain Bird RD-12-P30-NP 10 Series VAN	9	Adj	30		10'
	Rain Bird RD-12-P30-NP 15 Strip Series	2	EST	30	0.61	4'x15'
M	Rain Bird RD-06-P45-NP w/ MP1000	4	90-210	40		14'
M	Rain Bird RD-06-P45-NP w/ MP2000	39	90-210	40		19'
M	Rain Bird RD-06-P45-NP w/ MP3000	7	90-210	40		30'
M	Rain Bird RD-06-P45-NP w/ MP1000	58	90-210	40		14'
M	Rain Bird RD-06-P45-NP w/ MP2000	58	90-210	40		19'
M	Rain Bird RD-06-P45-NP w/ MP3000	17	90-210	40		30'
	Rain Bird RD-06-P45-NP w/ MP800SR	25	Adj	40		10'
	Rain Bird RD-06-P45-NP w/ MP Strip	2	SST	40	0.44	5'x30'
	Rain Bird 1401 Bubbler	292	360	30	0.25	1'
	Rain Bird 1402 Bubbler	23	360	30	0.50	1'
	Rain Bird PCT-07	41	360	30	0.25	1'
	Two Rain Bird 1401 Bubbler	6	360	30	0.50	1'
	Rain Bird PCT-10 Single Outlet Emitter	92	360	30	.17	1'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PESB-R in VB-STDP	48
	Nibco T-113 in Rain Bird VB-STDP	5
A1	Hunter NODE-100 Battery Operated Controller	1
A2	Hunter NODE-200 Battery Operated Controller	7
B	Rain Bird ESP50LXD Two Wire Controller	1
	Rain Bird RSD-BEx Rain Sensor	4
R	Water Meter Reclaim 1.5" to produce 50 gpm @ 55 psi	2
W	4" Irrigation Well and Pump see note 27	1
	Irrigation Lateral Line: PVC Class 160 Purple	26,300 l.f.
	Irrigation Mainline: PVC Class 200 Purple Mainline from meter R1 to be 2" Schedule 40 Purple. Mainline from meter R2 to be 2-1/2" Schedule 40 Purple unless noted 2".	5,600 l.f.
	Pipe Sleeve: PVC Schedule 40 Extend sleeves 18 inches beyond edges of paving or construction.	

IRRIGATION CONTRACTOR RESPONSIBLE FOR THEIR OWN TAKE OFF

ZEV COHEN & ASSOCIATES INC. 2014

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NO.	DATE	DESCRIPTION	BY
1.	3-26-14	REVISED PER SITE CHANGES	SMG
2.	5-5-14	REVISED PER COMMENTS DATED 5-2-14	SMG

REVISIONS:

HAWKS PRESERVE @ PORT ORANGE PLANTATION - PHASE I

IRRIGATION PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

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

PROJECT NO.: 09066 | DRAFTED BY: JC
ISSUE DATE: 9/16/14 | CHECKED BY: SMG/SRB
DESIGNED BY: JC | DRAWING FILE: 09066 IR-VILLAGE.A3
XREFS: 09066BASE

FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

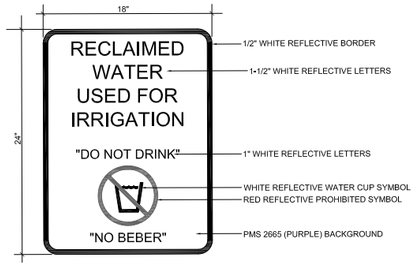
SCALE: N/A

SHEET IR12 OF 13

IRRIGATION NOTES:

1. THE PLANS AND DRAWINGS ARE DIAGRAMMATIC OF THE WORK TO BE PERFORMED. SOME COMPONENTS MAY BE SHOWN OUTSIDE THE WORK AREA FOR CLARITY. THE WORK SHALL BE EXECUTED IN A MANNER TO AVOID CONFLICTS WITH UTILITIES AND OTHER ELEMENTS OF CONSTRUCTION, INCLUDING LANDSCAPE MATERIALS. ALL DEVIATIONS FROM THE PLANS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE BEING INSTALLED. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY ASPECT OF THE IRRIGATION SYSTEM AS SHOWN ON THE PLANS AND DRAWINGS, WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DISCREPANCIES EXIST THAT MIGHT NOT HAVE BEEN KNOWN DURING THE DESIGN OF THE IRRIGATION SYSTEM. IN THE EVENT THAT NOTIFICATION OF THE CONFLICT IS NOT APPROVED BY THE OWNER'S REPRESENTATIVE, THE CONTRACTOR WILL ASSUME FULL RESPONSIBILITY FOR ALL REVISIONS.
2. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS, IRRIGATION SYSTEM SPECIFICATIONS AND ALL CONTRACT DOCUMENTS. THE CONTRACTOR SHALL COMPLY WITH ALL PREVAILING LOCAL CODES, ORDINANCES, AND REGULATIONS.
3. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, INCLUDING UTILITY LOCATIONS, BEFORE INSTALLATION OF THE IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THE PLANS – CONTRACTOR TO VERIFY. COORDINATE ALL IRRIGATION SYSTEM CONSTRUCTION WITH EXISTING AND NEW PLANTINGS TO AVOID CONFLICT OR INTERFERENCE WITH LOCATION OF PIPING, SLEEVING, CABLES, AND SERVICE UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION WITH ALL OTHER CONSTRUCTION ON SITE, ESPECIALLY LANDSCAPE INSTALLATION. IRRIGATION SYSTEM SHALL BE RELOCATED AT NO ADDITIONAL COST FOR ANY CONFLICT WITH LANDSCAPE INSTALLATION OR ANY OTHER SITE CONSTRUCTION OR EXISTING CONDITIONS. ALL COMPONENTS THAT ARE NOT CONTAINED WITHIN THE SPECIFIC AREAS SHOWN OR CALLED OUT ON THE DRAWINGS WILL NOT BE ACCEPTED. ALL PIPING AND OTHER COMPONENTS ARE TO REMAIN WITHIN THE PROPERTY OF THE OWNER.
4. WHERE EXISTING OR NEW TREES, LIGHT STANDARDS, SIGNS, ELECTRONIC CONTROLLERS AND/OR OTHER OBJECTS ARE AN OBSTRUCTION TO AN IRRIGATION SPRINKLER'S PATTERN, THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN PROPER COVERAGE OF AN IRRIGATION SPRINKLER'S PATTERN, THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN THE PROPER COVERAGE WITHOUT DAMAGING THE OBSTRUCTION. OWNER'S REPRESENTATIVE SHALL DETERMINE WHETHER AN OBSTRUCTION OCCURS OR NOT.
5. COMPONENT SPACINGS ARE MAXIMUM. DO NOT EXCEED SPACINGS SHOWN OR NOTED ON THE PLANS. COMPONENT SPACINGS MAY BE ADJUSTED TO ACCOMMODATE CHANGES IN TERRAIN AND PLANTING LAYOUT AS LONG AS THE MODIFIED SPACINGS DO NOT EXCEED THE SPACINGS SHOWN IN THE PLANS. UNLESS SHOWN OTHERWISE, CONTRACTOR SHALL PROVIDE 100% COVERAGE.
6. ALL MATERIALS AND EQUIPMENT SHOWN SHALL BE NEW AND INSTALLED AS DETAILED ON THE PLANS. IF THE DRAWINGS DO NOT THOROUGHLY DESCRIBE THE TECHNIQUES TO BE USED, THE INSTALLER SHALL FOLLOW THE INSTALLATION METHODS AND INSTRUCTIONS RECOMMENDED BY THEIR MANUFACTURER.
7. THE LOCATION OF THE IRRIGATION MAINLINE SHALL BE IDENTIFIED IN THE FIELD AND APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE INSTALLATION.
8. IRRIGATION CONTRACTOR SHALL ADJUST ALL SPRINKLERS, CONTROLLER AND OTHER DEVICES TO OBTAIN SPECIFIED OPERATING PARAMETERS, INCLUDING COVERAGE, OPERATING PRESSURE, FLOW RATES AND OPERATION TIME, AS INDICATED ON THE DRAWINGS AND IN THE IRRIGATION SYSTEM SPECIFICATIONS.
9. CONTRACTOR TO PROVIDE INSTALLATION SHOP DRAWINGS AND MANUFACTURER PRODUCT INFORMATION FOR ALL IRRIGATION COMPONENTS. ALL INSTALLATIONS SHALL BE AS RECOMMENDED BY MANUFACTURERS. THE QUANTITIES SHOWN IN THE LEGENDS AND SYMBOL SHEETS SHALL NOT BE USED FOR BIDDING PURPOSES. THE CONTRACTOR WILL BE RESPONSIBLE FOR CONDUCTING A COMPREHENSIVE MATERIALS TAKEOFF TO DETERMINE THE ACTUAL QUANTITIES OF MATERIAL NECESSARY TO EXECUTE THE WORK DESCRIBED IN THE DOCUMENTS.
10. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN, DEBRIS–FREE MATERIALS. CLEAN SAND SHALL BE USED FOR BEDDING MATERIAL IF PARENT SOIL CANNOT BE ADEQUATELY RID OF ROCK AND OTHER EXTRANEOUS DEBRIS. PULLING PIPE SHALL BE PROHIBITED.
11. ALL SOLVENT WELDING SHALL BE PRECEDED BY PRIMING OF THE FITTINGS AND PIPE AS RECOMMENDED BY THE MANUFACTURER.
12. DURING INSTALLATION AND UPON COMPLETION OF THE IRRIGATION SYSTEM, DECODERS SHALL BE PROGRAMMED TO THE CONTROLLER STATION AS PER THE IRRIGATION ZONE NUMBER. CONTRACTOR TO LABEL ALL VALVE BOX COVERS WITH THE CORRESPONDING CONTROLLER ZONE NUMBER. NUMBERING SIZE 1". PROVIDE TAGS TO ALL VALVES AS SHOWN PER DETAILS.
13. CONTRACTOR TO PLACE TREE BUBBLERS AT OUTER EDGE OF ROOT BALL, NOT OUTER EDGE OF PLANTING HOLE.
14. ALL IRRIGATION CONTROL WIRE FROM CONTROLLER B SHALL BE PAIGE 14–2 IN PARALLEL FOR TWO WIRE SYSTEMS.. ALL WIRE SPLICES IN THE PAIGE WIRE SHALL BE MADE WITH 3M–DBR6 WIRE CONNECTORS. INSTALL RAIN BIRD FD DECODERS AT ALL VALVE LOCATIONS. ALL WIRE CONNECTIONS FROM THE DECODER TO THE SOLENOID SHALL BE MADE WITH 3M–DBY WIRE CONNECTORS..
15. OWNER WILL DETERMINE CONTROLLER LOCATION AND PROVIDE ELECTRIC SERVICE WITHIN 20' OF LOCATION. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTION FROM THE ELECTRICAL SERVICE TO THE IRRIGATION CONTROLLER.
16. LOCATE ALL VALVES IN PLANTING BEDS OR MULCHED AREAS WITH A MINIMUM OFFSET OF 3'–0" FROM BACK OF CURB OR EDGE OF PAVEMENT. VALVE BOXES SHALL INDICATE ZONE NUMBER ON LIDS.
17. ALL VALVES (SOLENOID, GATE, ISOLATION, AIR RELIEF AND FLUSH), SURGE PROTECTORS AND FILTERS SHALL BE LOCATED WITHIN THE SPECIFIED VALVE BOXES.
18. ALL IRRIGATION LINES UNDER PAVEMENT SHALL BE INSTALLED WITHIN SCH 40 PVC SLEEVES AS NOTED. IRRIGATION CONTROL WIRE SHALL HAVE IT'S OWN SEPARATE SLEEVE UNLESS NOTED OTHERWISE.
19. THE IRRIGATION CONTRACTOR SHALL BE DIRECTLY RESPONSIBLE FOR ALL SLEEVING.
20. ALL UNSIZED PIPE SHALL BE 3/4".
21. IRRIGATION LATERAL LINES TO BE BURIED AT A DEPTH OF 14" UNLESS NOTED OTHERWISE.
22. IRRIGATION MAINLINES TO BE BURIED AT A DEPTH OF 18" UNLESS NOTED OTHERWISE.
23. ALL COMPONENTS INSTALLED BY THE IRRIGATION CONTRACTOR, SHALL BE LOCATED ON THE "AS–BUILT" DRAWINGS. THE EXACT LOCATION AND DEPTH BELOW FINISH GRADE OF ALL COMPONENTS SHALL BE NOTED ON THE "AS–BUILT" DRAWINGS.
24. IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON–SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE LANDSCAPE SUPERVISOR. WORK IN THE RIGHT OF WAY SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE HIGHWAY JURISDICTION.
25. INSTALLATION OF WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANNER AS TO ALLOW FOR A SPEEDY AND ORDERLY FLOW OF VEHICULAR TRAFFIC AND COMPLETION OF ALL WORK ON THE SITE.
26. IRRIGATION CONTRACTOR SHALL VERIFY METER IS CAPABLE OF FLOW AND PRESSURE PRIOR TO INSTALLATION OF THE IRRIGATION SYSTEM. CONTRACT THE IRRIGATION DESIGNER WITH THE AVAILABLE FLOW AND PRESSURE IF THE METER DO NOT MEET THE REQUIREMENTS SHOWN IN THE LEGEND FOR THE METERS. WATER METERS TO BE PROVIDED BY THE OWNER.
27. IRRIGATION BACK UP WELL SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR AS PART OF THE IRRIGATION SYSTEM INSTALLATION CONTRACT. IRRIGATION WELL SHALL BE 4" WELL WITH A PUMP CAPABLE OF PRODUCING 50 GPM AT 60 PSI. THE SYSTEM SHALL INCLUDE A WILKINS 1–1/2" DOUBLE CHECK VALVE ASSEMBLY, CYCLE STOP CSV2W, WX102 TANK AND TORO T–ALFD10150–L FILTER. ALL EQUIPMENT SHALL BE INSTALLED IN HOT BOX ENCLOSURE ON CONCRETE PAD. THE OWNER SHALL DETERMINE FINAL WELL LOCATION AND PROVIDE ELECTRICAL SERVICE TO THE LOCATION. WELL DRILLER SHALL BE RESPONSIBLE FOR CONNECTION OF THE ELECTRICAL SERVICE TO THE PUMP. THE WELL WILL BE USED AS BACK UP WATER SOURCE FOR CONTROLLER B IRRIGATION ZONES WHEN RECLAIMED WATER IS UNAVAILABLE.
28. CONTROL VALVES FOR ZONES WITH A1 AND A2 CONTROLLERS SHALL HAVE DC LATCHING SOLENOIDS. INSTALL IRROMETER 200SS SOIL MOISTURE SENSOR FIVE FEET FROM EACH CONTROLLER VALVE BOX.
29. IRRIGATION HEADS IN THE MEDIAN SHALL BE HUNTER PROS–06–PRS30–R SPRAY BODIES.
30. INSTALL RECLAIM WATER ADVISORY SIGNS PER CITY OF PORT ORANGE REQUIREMENTS.

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

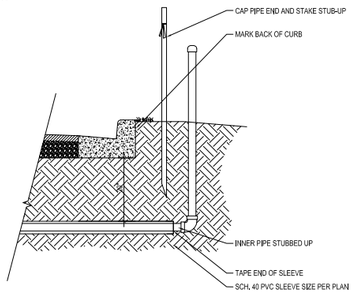


ALL SIGNS MUST BE VISIBLY POSTED AT EACH ENTRANCE AND BE A MINIMUM OF 24" ABOVE FINISHED GRADE OF ROAD CROWN AND WITHIN 5 FEET OF EDGE OF CURB.

RECLAIMED WATER ADVISORY SIGN DETAIL

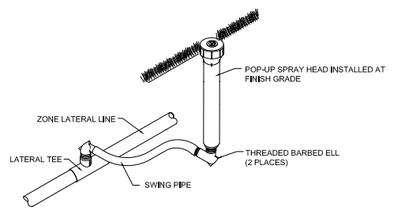
NOT TO SCALE

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



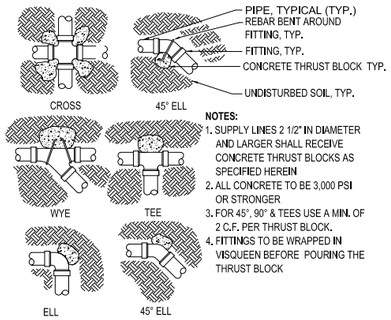
SLEEVING ROUGH-IN DETAIL

SCALE: NTS



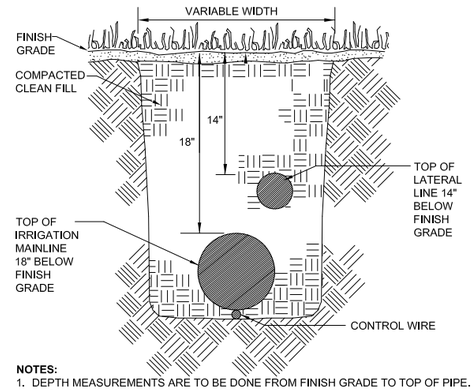
SPRAY HEAD INSTALLATION DETAIL

SCALE: NTS



THRUST BLOCK REINFORCEMENT DETAILS

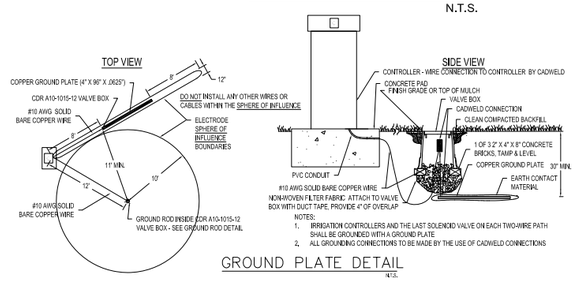
N.T.S.



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

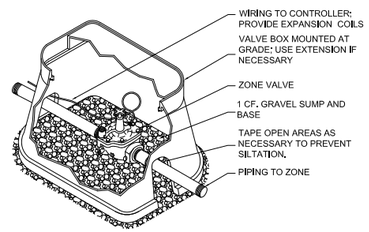
TRENCHING DETAIL

N.T.S.



GROUND PLATE DETAIL

N.T.S.



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

ZONE VALVE INSTALLATION DETAIL

SCALE: NTS

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NO.	DATE	DESCRIPTION	BY
1.	4-28-16	REVISED PER SITE CHANGES	SMG
2.	5-2-16	REVISED PER COMMENTS DATED 5-5-16	SMG

REVISIONS

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

PROJECT NO:	120086
ISSUE DATE:	9/16/14
DESIGNED BY:	JC
DRAFTED BY:	JC
CHECKED BY:	SMG/SRB
DRAWING FILE:	09999-IR-IRLAND_A3
XREF'S:	000XBASE

FILE LOCATION -

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: N/A

SHEET IR13 OF 13

COMMON OPEN SPACE

PUBLIC ACCESS TRAIL

PLAT BOUNDARY

SITE CALCULATIONS

TOTAL SITE AREA	96.03 AC
OPEN SPACE REQUIRED (96.03 X 40% = 38.42)	38.42 AC
COMMON OPEN SPACE PROVIDED	
R.O.W. TO STREET	*5.15 AC*
PARKS	*3.50 AC*
AMENITY CENTER	*1.95 AC*
PUBLIC ACCESS AREAS	*30.05 AC*
OPEN SPACE PROVIDED	40.65 AC (42%)

SINGLE FAMILY

PHASE I (50'x125') - VILLAGE A & B	114 LOTS
PHASE I (50'X110') - VILLAGE E	9 LOTS
PHASE II (50'x125') - VILLAGE D	66 LOTS
VILLAGE C (50'x115')	49 LOTS
TOTAL	238 LOTS

NOTES:

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

0 200 400

SCALE : 1" = 200'

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NO.	DATE	DESCRIPTION	BY
1	3-21-14	REVISED PER CLIENT REQUEST	AWA
2	4-14-14	REVISED PER CLIENT COMMENTS	SMG
3	11-20-15	REVISED PER COMMENTS, DATED 12-3-2014	SMG
4	4-10-15	REVISED PER VILLAGES CHANGED TO PHASES	SMG
5	1-21-16	PER CLIENT DIRECTION	SMG

REVISIONS:

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

HAWKS PRESERVE @ PORT ORANGE PLANTATION
OPEN SPACE EXHIBIT

CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

PROJECT NO: 09069
ISSUE DATE: 09/11/12
DESIGNED BY: PM
DRAFTED BY: PM
CHECKED BY: PM
DRAWING FILE: 09069-PO_1=3=4
XREFS:

FILE LOCATION

SEAL

NOT VALID WITHOUT EMBOSSED SEAL

SCALE: 1" = 200'

SHEET OS1 OF 1

Document Prepared by:
Shannon K. Balmer,
Assistant City Attorney
1000 City Center Circle
Port Orange, FL 32129-4144

Return Recorded Document to:
Attention: Records Clerk
1000 City Center Circle
Port Orange FL 32129-4144

AMENDMENT NO. 3 TO CONCURRENCY AND FAIR SHARE AGREEMENT
(Transportation)

This Amendment No. 3 to Concurrency and Fair Share Agreement (the "Second Amendment") made and entered into this _____ day of _____, 2016, by and between **CITY OF PORT ORANGE, FLORIDA,** a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 (the "City"); and **D.R. HORTON, INC.,** a Delaware corporation, whose Orlando address is: 6200 Lee Vista Boulevard, Suite 400, Orlando, Florida 32822 (the "Developer"), hereinafter collectively referred to as "the Parties."

RECITALS

WHEREAS, Developer desires to further amend the design of the development, and to further amend the concurrency plan, together with **Development Exhibits A-1 and A-2,** attached hereto and incorporated herein by this reference; and

WHEREAS, the City and an affiliate of Developer entered into a Concurrency and Fair Share Agreement on September 26, 2006, recorded in Official Records Book 5933, Page 4937, of the Public Records of Volusia County, Florida ("Agreement"), with respect to the proposed development of three hundred and forty-six (346) residential townhome units on approximately forty-seven (47) acres of real property more particularly described in **Exhibits B-1 and B-2,** attached hereto and incorporated herein by this reference (collectively, the "Original Property" or the "Villas of Port Orange Plantation- Phase I/II Property"); and

WHEREAS, the City and an affiliate of Developer entered into an Amendment No. 1 to the Concurrency and Fair Share Agreement on June 3, 2014 in Official Records Book 6996, Page 4359, of the Public Records of Volusia County, Florida ("First Amendment"), with respect to the proposed development of three hundred and forty-six (346) residential townhome units on approximately forty-seven (47) acres of real property more particularly described in **Exhibits B-1 and B-2**, attached hereto and incorporated herein by this reference (collectively, the "Original Property" or the "Villas of Port Orange Plantation- Phase I/II Property");

WHEREAS, the City and an affiliate of Developer entered into an Amendment No. 2 to the Concurrency and Fair Share Agreement on May 19, 2015 in Official Records Book 7156, Page 484, of the Public Records of Volusia County, Florida ("Second Amendment"), with respect to the proposed development of One hundred and nineteen (119) single family units on approximately fifty-seven and eight-tenths (57.8) acres of real property of real property more particularly described in **Exhibit B-3**, attached hereto and incorporated herein by this reference ("Original Hawks Preserve at Port Orange Plantation – Phase I");

WHEREAS, the City acknowledges the receipt of Fair Share Payments pursuant to the Agreement, which vested the Original Property with 180 P.M. Peak Hour Trips ("Vested Trips"), and thereby satisfied the City's Traffic Concurrency Requirements for the Original Property; and

WHEREAS, Developer desires to develop One hundred and twenty-three (123) single family units on approximately sixty-three and four-tenths (63.4) acres of real property constituting a portion of the Original Property more particularly described in **Exhibit B-4**, attached hereto and incorporated herein by this reference ("Modified Hawks Preserve at Port Orange Plantation – Phase I"), which will generate 125 P.M. Peak Hour Trips;

WHEREAS, Developer and the City acknowledge and agree that 125 P.M. Peak Hour Trips of the Vested Trips shall be applied to, and vest with, Hawks Preserve at Port Orange Plantation – Phase I, and the remaining P.M. Peak Hour Trips, if any, as set forth in **Development Exhibit A-2**, shall continue to be vested in the portion of the Original Property ("Undeveloped Tract") as set forth on the attached **Exhibit C**; and

WHEREAS, Developer desires to separately permit, develop and, if appropriate, plat Hawks Preserve at Port Orange Plantation – Phase I and the Undeveloped Tract (the "Project(s)"), and, in addition to other requirements, is seeking to comply with the City's concurrency requirements for roads/traffic circulation under Chapter 4 of the City's Land Development Code ("Traffic Concurrency"); and

WHEREAS, in connection with the foregoing, the City and the Developer desire to amend the Agreement, as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. **Incorporation of Recitals.** The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the Parties to be true, correct and constitute a material part of this Third Amendment. All capitalized terms used in this Third Amendment shall have the meaning ascribed thereto in the Agreement unless specifically otherwise defined herein.

2. **Revised Project Data.** Developer and the City hereby agree that **Project Exhibits A-1 and A-2** of the Agreement ("Original Project Data") and references thereto are deleted from the Agreement and replaced with **Development Exhibits A-1 and A-2** (collectively, the "Revised Project Data")

3. **Fair Share Payments Under Agreement.** The City hereby acknowledges receipt of all Fair Share Payments due or pending under the Agreement. In connection with the foregoing, the City hereby agrees that in connection with Developer receiving final plat approval for the Project(s), the City shall apply such Fair Share Payments and Vested Trips to the Project(s), as set forth on the Revised Project Data.

4. **Adjusted Payment**. The City hereby acknowledges receipt of an amount equal to 200% of the estimated Fair Share Payment under the Agreement, as well as all Adjusted Payments due or pending as of the Effective Date of this Third Amendment. In connection with the foregoing, Developer acknowledges that the City has constructed several Concurrency Improvements pursuant to the Agreement based upon the Vested Trips, and as such, the Developer shall not be entitled to refund of excess capacity based upon the Developer's redesign of the Project(s) and utilization of less than the Vested Trips.

5. **Vested Rights in Traffic Concurrency.** The City hereby acknowledges that Developer has satisfied the City's Traffic Concurrency requirements for the Project(s) and that the Project(s) are fully vested with Traffic Concurrency for purposes of development and related Project construction.

6. **Application of Vested Trips Limited to the Project(s).** Nothing herein is intended to bind the City in determining the additional trip capacity provided by the construction of the Concurrency Improvements beyond the Vested Trips, and the City expressly reserves the right to determine such available excess capacity for all future developments within its jurisdiction.

7. **Ratification.** Except as expressly modified and amended herein and in the aforementioned First Amendment and Second Amendment, and the Agreement remains in full force and effect and is ratified and confirmed by City and Developer. In the event of any conflict between the terms of the Agreement and this Third Amendment, the terms of this Third Amendment shall control. City and Developer acknowledge and agree that, as of the date of this Third Amendment, neither party is aware of any default under the terms or provisions of the Agreement, First Amendment, or Second Amendment by the other party, or of the occurrence of any event that with the giving of notice or the passage of time will result in a default under the Agreement, First Amendment or Second Amendment by such party. From and after the date of this Third Amendment, all references to the Agreement with regard to the real property affected by this Third Amendment shall be deemed to refer to the Agreement as amended by this Third Amendment.

8. **Effective Date**. This Third Amendment shall be effective as of the date the parties hereto have fully executed same.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties affix their signatures and seals on the dates set forth below:

WITNESSES:

CITY OF PORT ORANGE,
a Florida municipal corporation

_____

Print Name: _____

By: _____
Allen Green, Mayor

_____

Print Name: _____

_____

Print Name: _____

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

Date: _____

_____

Print Name: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Allen Green, as Mayor of the City of Port Orange, a Florida municipality, on behalf of the city. He is personally known to me or have produced _____ as identification.

_____
Notary Public, State of Florida at Large
Seal, Term Expiration and Commission Number

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipality, on behalf of the city. She is personally known to me or have produced _____ as identification.

_____
Notary Public, State of Florida at Large
Seal, Term Expiration and Commission Number

DEVELOPER:

WITNESSES:

D.R. HORTON, INC.,
a Delaware corporation, authorized to transact business in the State of Florida

_____

Print Name: _____

By: _____
Name/Title: _____

_____

Print Name: _____

_____

Print Name: _____

Attest: _____
Name/Title: _____

_____

Print Name: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ and _____, in their respective official capacities as _____ and _____, respectively, on behalf of **D.R. Horton, Inc.**, a Delaware corporation, authorized to transact business in the State of Florida. They [___] are personally known to me or [___] have produced _____ as identification.

(Seal)

_____
Notary Public, State of _____ at Large
Seal, Term Expiration and Commission Number

Development Exhibit A – 1
Concurrency and Fair-Share Agreement
Transportation Improvement ("TI")

Development Data:

Development Name:	Hawks Preserve at Port Orange Plantation - Phase I (2016 Modification)
Site Address:	North of Town West Blvd., between Coraci Blvd. & McGinnis Ave.
City Case No.	16-52000001
Zoning District	Planned Community—Agricultural (PC-A) District
TIA Report Date	April 3, 2006 (updated 2014, 2015, and 2016)
TIA Prepared by:	R. Sans Lassiter, P.E.- Lassiter Transportation Group, Inc.
Trip Allocation Summary Date:	February 26, 2016
Trip Allocation Summary Prepared by:	Randy Hudak, P.E. – Zev Cohen & Associates, Inc.
Est. Date of Impact	2017

Developer:

Corporate Entity	D.R. Horton
Contact Person	Mike McQuarrie
Mailing Address:	6200 Lee Vista Boulevard., Ste 400, Orlando Florida 32822

Land Owner:

Corporate Entity	D.R. Horton
Contact Person	Mike McQuarrie
Mailing Address:	6200 Lee Vista Boulevard., Ste 400, Orlando Florida 32822

Original Property – Villas of Port Orange Plantation Phase I & II (2006)

Total Acreage:	47 acres
Parcel Number(s):	6213-00-00-0032 & 6213-00-00-0012, and portion of 6213-00-00-0013
Legal Description	Legible real property legal description and sketch attached as **EXHIBITS B-1 and B-2.**

Amended Property –Hawks Preserve at Port Orange Plantation – Phase 1 (2015)

Total Acreage:	57.8 acres
Parcel Number(s):	6213-00-00-0012 and portion of 6213-00-00-0013
Legal Description	Legible real property legal description and sketch attached as **EXHIBIT B-3.**

Amended Property – Modification to Hawks Preserve at Port Orange Plantation – Phase 1 (2016 Modification)

Total Acreage:	63.4 acres
Parcel Number(s):	6213-00-00-0012 and portion of 6213-00-00-0013
Legal Description	Legible real property legal description and sketch attached as **EXHIBIT B-4**

Development Exhibit A-1

Development Exhibit A – 2
Concurrency and Fair-Share Agreement
Transportation Improvement ("TI")

Traffic Impact Analysis

Development Name:	Hawks Preserve at Port Orange Plantation - Phase I (2016 Modification)
City Case No.:	16-52000001
TIA Report Date:	April 3, 2006 (Updated 2014, 2015, and 2016)
Original TIA Prepared by (Firm):	R. Sans Lassiter, P.E.- Lassiter Transportation Group, Inc.
Trip Allocation Summary Date:	February 26, 2016
Trip Allocation Summary Prepared by:	Randy Hudak, P.E. – Zev Cohen & Associates, Inc.
Estimated Date of Impact:	2017

Contribution Calculations: Adjusted May 25, 2016

				Villas of P.O. Plantation Ph I & II (2005)			P.O. Plantation Ph IV- Village C (2014)			Hawks Preserve at P.O. Ph I (2015)			Mod to Hawks Preserve at P.O. Ph I (2016)			Remaining 2016	
Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio [5]	% of Cost [5]	Fair-Share Cost Paid [5]	DT/CI Ratio [6]	% of Cost [6]	Fair-Share Cost Paid [4] & [6]	DT/CI Ratio [7]	% of Cost [7]	Fair-Share Cost Paid [7]	DT/CI Ratio [8]	% of Cost [8]	Fair-Share Cost Paid [8]	Remaining DT/CI Ratio (2016)	Remaining Fair-Share Paid Balance (2016)
Dunlawton/Taylor at I-95[1] PRVCF OR Bk 5709 Pg 4728	N/A	N/A	$2,548,708.81	23/930	2.47%	$62,953.11	6/930	0.65%	$16,566.61	15/930	1.61%	41,034.21	1/930	0.105%	$2,676.14	1/930	$2,676.15
Dunlawton/Clyde Morris[1] [2] PRVCF OR Bk 5709 Pg 4732	N/A	N/A	$810,967.48	7/164	4.27%	$34,628.31	2/164	1.22%	$9,893.80	5/164	3.05%	$24,734.51	0/164	0.00%	$0.00	0/164	$0.00
Town West/Williamson[2] PRVCF OR Bk 5709 Pg 4735	$427,800.00	N/A	N/A	32/360	8.89%	$76,064.00 [9]	9/360	2.50%	$10,695.00	22/360	6.11%	$26,138.58	0/360	0.00%	$0.00	1/360	$39,230.42 [9]
Summertrees Road[3] PRVCF OR Bk 5709 Pg 4736	N/A	N/A	$3,152,938.60	11/860	1.28%	$40,357.61	3/860	0.35%	$11,035.29	7/860	0.81%	$25,538.80	1/860	0.12%	$3,783.52	0/860	$0.00
TOTAL						$214,003.03			$48,190.70			117,446.10			$6,459.66		$41,906.57

[1] FDOT Project Participant
[2] County Road Project Participant
[3] City Project Participant *Eligible for City trans. impact fee credits*
[4] Amount revised to be actual Contribution. In 2014, amount was rounded up to nearest whole dollar in Amendment #1 [OR Book 6996, Page 4359]
[5] Villas of Port Orange Plantation Ph 1 and II – 346 townhome units or 180 trips (Case No. 05-50000018 & 05-50000019)
[6] Port Orange Plantation Ph IV, Village C – 49 single-family units or 50 trips (Case No. 13-50000003)
[7] Hawks Preserve at Port Orange Plantation - Ph I – 119 single-family units or 121 trips (Case No. 14-50000006)
[8] Modification to Hawks Preserve at Port Orange Plantation - Ph I – added 4 single-family units or 4 trips (Case No. 16-52000001)
[9] Represents a 200% multiplier

Planning Review: for Tim Burman Date 6-2-16

Finance Review: Date 6-2-16

Development Exhibit A-2

Agreement 11/04/2005-Amended 3/01/2006*; 7/11/06[4], May, 2007; October 2007, November 2009
Finance Updated Project Cost – 5/30/07, as updated, 8/12/08, 12/22/08, 11/19/09, 1/13/2010, 2/3/2010, 1/20/2011, 2/9/2012, 4/8/2013, and 4/28/2015
Transportation Concurrency and Fair Share –

Exhibit B-1

LEGAL DESCRIPTION:

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

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N89°50'24"W, 2767.32 FEET TO A 1" IRON PIPE MARKING THE OCCUPIED SOUTH ¼ CORNER OF SAID SECTION 13; THENCE S89°29'27"W, 959.08 FEET; THENCE N28°29'28"W, 181.84 FEET; THENCE N35°48'24"W, 1644.75 FEET; THENCE S89°37'10"E, 1194.55 FEET; THENCE N00°05'09"W, 795.37 FEET; THENCE S89°37'10"E, 751.75 FEET; THENCE N00°05'09"W A DISTANCE OF 637.66 FEET; THENCE N81°54'08"E, 89.42 FEET; THENCE N08°05'52"W, 160.00 FEET TO THE POINT OF BEGINNING; THENCE S81°54'08"W, 412.47 FEET; THENCE N48°07'38"W, 52.24 FEET; THENCE S81°54'08"W, 439.54 FEET TO A NON–TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 635.00 FEET, A CENTRAL ANGLE OF 09°47'44", A CHORD OF 108.43 FEET, A CHORD BEARING OF N13°25'21"W; THENCE ALONG THE ARC 108.56 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1485.00 FEET, A CENTRAL ANGLE OF 22°24'09", A CHORD OF 576.94 FEET, A CHORD BEARING OF N29°31'18"W; THENCE ALONG THE ARC 580.63 FEET; THENCE N41°34'52"W, 50.32 FEET TO A NON TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 375.00, A CENTRAL ANGLE OF 09°57'06", A CHORD OF 65.05 FEET, A CHORD BEARING OF N36°31'44"E; THENCE ALONG THE ARC 65.13 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N31°33'11"E, 78.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD OF 35.36 FEET, A CHORD BEARING OF N13°26'49"W; THENCE ALONG THE ARC 39.27 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N58°26'49"W, 125.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 07°33'34", A CHORD OF 69.22 FEET, A CHORD BEARING OF N54°40'03"W; THENCE ALONG THE ARC 69.27 FEET; THENCE N39°06'44"E, 50.00 FEET TO A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 97°33'44", A CHORD OF 37.61 FEET, A CHORD BEARING OF N02°08'24"W; THENCE ALONG THE ARC 42.57 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N46°40'28"E, 170.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD OF 35.36 FEET, A CHORD BEARING OF S88°19'32"E; THENCE ALONG THE ARC 39.27 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S43°19'32"E, 323.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 36°28'59", A CHORD OF 53.21 FEET, AND A CHORD BEARING OF S61°32'20"E; THENCE ALONG THE ARC 54.12 FEET; THENCE S10°13'10"W, 12.00 FEET; THENCE S49°25'20"E, 143.17 FEET; THENCE N46°40'28"E, 129.45 FEET; THENCE S43°19'32"E, 139.49 FEET; THENCE S86°54'37"E, 89.71 FEET TO A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 174°16'15", A CHORD OF 123.85 FEET, AND A CHORD BEARING OF N59°02'31"E; THENCE ALONG THE ARC 188.58 FEET; THENCE N46°40'28"E, 127.18 FEET; THENCE S43°19'32"E, 477.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 26°28'48", A CHORD OF 458.34 FEET, A CHORD BEARING OF S56°34'26"E; THENCE ALONG THE ARC 462.45 FEET; THENCE S47°20'35"W, 205.10 FEET; THENCE S81°54'08"W, A DISTANCE OF 289.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 942,513 SQUARE FEET = 21.64 ACRES MORE OR LESS

Exhibit B-2

LEGAL DESCRIPTION:

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

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N89°50'24"W, 2767.32 FEET TO A 1" IRON PIPE MARKING THE OCCUPIED SOUTH ¼ CORNER OF SAID SECTION 13; THENCE S89°29'27"W, 959.08 FEET; THENCE N28°29'28"W, 181.84 FEET; THENCE N35°48'24"W, 1644.75 FEET; THENCE S89°37'10"E, 1194.55 FEET; THENCE N00°05'09"W, 795.37 FEET; THENCE S89°37'10"E, 751.75 FEET; THENCE N00°05'09"W A DISTANCE OF 637.66 FEET; THENCE N81°54'08"E, 89.42 FEET; THENCE N08°05'52"W, 160.00 FEET; THENCE N81°54'08"E A DISTANCE OF 289.08 FEET; THENCE N47°20'35"E A DISTANCE OF 205.10 FEET TO A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 26°29'48", A CHORD OF 458.34 FEET, AND A CHORD BEARING OF N56°34'26"W; THENCE ALONG THE ARC 462.45 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N43°19'32"W A DISTANCE OF 477.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N43°19'32"W A DISTANCE OF 1643.52 FEET; THENCE S47°36'36"W A DISTANCE OF 853.40 FEET; THENCE S43°19'32"E A DISTANCE OF 914.89 FEET TO A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 14°02'05", A CHORD OF 81.85 FEET, AND A CHORD BEARING OF S50°20'34"E; THENCE ALONG THE ARC 82.08 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S43°19'32"E A DISTANCE OF 167.42 FEET TO A NON TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 09°57'06", A CHORD OF 65.05 FEET, AND A CHORD BEARING OF N36°31'44"E; THENCE ALONG THE ARC 65.13 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N31°33'11"E A DISTANCE OF 78.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD OF 35.36 FEET, AND A CHORD BEARING OF N13°26'49"W; THENCE ALONG THE ARC 39.27 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N58°26'49"W A DISTANCE OF 125.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 07°33'34", A CHORD OF 69.22 FEET, AND A CHORD BEARING OF N54°40'03"W; THENCE ALONG THE ARC 69.27 FEET; THENCE N39°06'44"E A DISTANCE OF 50.00 FEET TO A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 97°33'44", A CHORD OF 37.61 FEET, AND A CHORD BEARING OF N02°06'24"W; THENCE ALONG THE ARC 42.57 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N46°40'28"E A DISTANCE OF 170.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD OF 35.36 FEET, A CHORD BEARING OF S88°19'32"E; THENCE ALONG THE ARC 39.27 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S43°19'32"E, 323.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 36°28'59", A CHORD OF 53.21 FEET, AND A CHORD BEARING OF S61°32'20"E; THENCE ALONG THE ARC 54.12 FEET; THENCE S10°13'10"W, 12.00 FEET; THENCE S49°25'20"E, 143.17 FEET; THENCE N46°40'28"E, 129.45 FEET; THENCE S43°19'32"E, 139.49 FEET; THENCE S86°54'37"E, 89.71 FEET TO A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 62.00 FEET, A CENTRAL ANGLE OF 174°16'15", A CHORD OF 123.85 FEET, AND A CHORD BEARING OF N59°02'31"E; THENCE ALONG THE ARC 188.58 FEET; THENCE N46°40'28"E, 127.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,104,483 SQUARE FEET = 25.36 ACRES MORE OR LESS

Exhibit B-3

DESCRIPTION:

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

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

N70°07'13"W, 50.00 FEET; THENCE N68°52'24"W, 113.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 480.00 FEET AND CENTRAL ANGLE OF 75°39'05"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 633.78 FEET; THENCE S35°28'31"W, 180.18 FEET; THENCE S64°23'57"W, 62.60 FEET; THENCE S51°28'56"W, 65.38 FEET; THENCE S57°55'24"W, 120.17 FEET TO THE POINT OF BEGINNING.

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

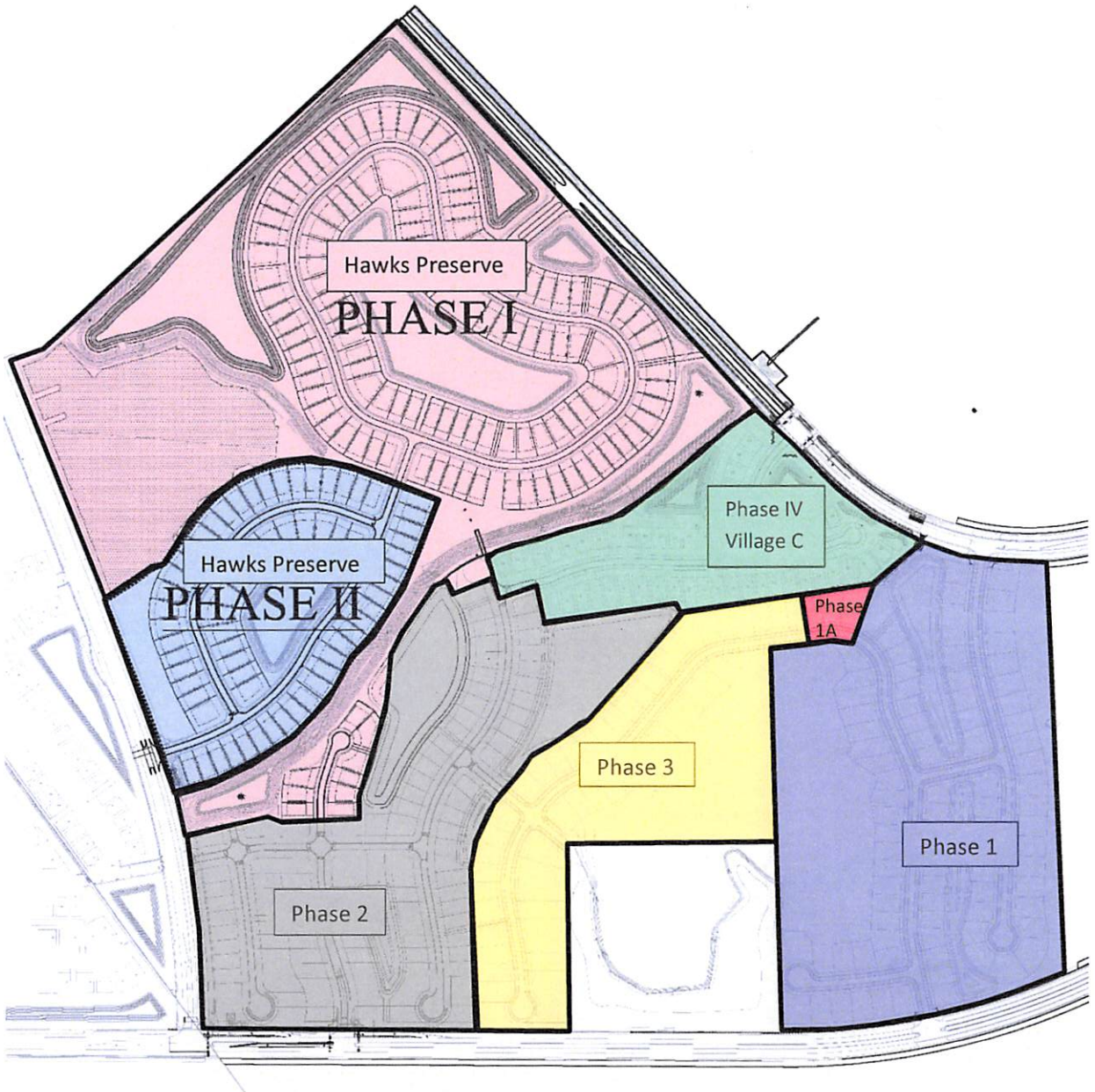
Exhibit B-4

DESCRIPTION:

A PORTION OF SECTION 13 AND SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF TRACT "G", PORT ORANGE PLANTATION PHASE II REPLAT, AS RECORDED IN PLAT BOOK 55, PAGES 119 THROUGH 122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ON THE EASTERLY RIGHT OF WAY LINE OF CORACI BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5700, PAGE 1433, SAID PUBLIC RECORDS AND BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3074.72 FEET, A CENTRAL ANGLE OF 02°40'40" AND A CHORD BEARING OF N13°36'52"W; THENCE RUN NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 143.70 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE N73°41'46"E, 54.18 FEET; THENCE N72°16'32"E, 15.70 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 11°13'26"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 225.28 FEET; THENCE N61°03'06"E, 13.22 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 750.00 FEET AND A CENTRAL ANGLE OF 33°39'22"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 440.56 FEET TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 13°07'19"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 80.16 FEET TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 1300.00 FEET AND A CENTRAL ANGLE OF 20°34'08"; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 466.69 FEET; THENCE N19°56'55"E, 126.96 FEET; THENCE N70°03'05"W, 125.00 FEET; THENCE N70°07'13"W, 50.00 FEET; THENCE N68°52'24"W, 113.72 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 480.00 FEET AND CENTRAL ANGLE OF 75°39'05"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 633.78 FEET; THENCE S35°28'31"W, 180.18 FEET; THENCE S64°23'57"W, 62.60 FEET; THENCE S51°28'56"W, 65.38 FEET; THENCE S57°55'24"W, 120.17 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID CORACI BOULEVARD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N21°11'11"W, 889.88 FEET TO THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6340, PAGE 2450, SAID PUBLIC RECORDS; THENCE DEPART SAID RIGHT OF WAY LINE N68°48'49"E ALONG SAID NORTHERLY LINE, 108.93 FEET; THENCE CONTINUE ALONG SAID NORTHERLY LINE N47°36'36"E, 1656.79 FEET TO THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5451, PAGE 0229, SAID PUBLIC RECORDS; THENCE S43°19'32"E ALONG SAID WESTERLY LINE, 1670.95; THENCE DEPARTING SAID WESTERLY LINE, S49°35'13"W, 216.29 FEET; THENCE S51°00'13"W, 278.06 FEET; THENCE S52°04'46"W, 162.39 FEET; THENCE S53°24'22"W, 113.60 FEET; THENCE S68°39'37"W, 91.63 FEET; THENCE S75°49'21"W, 148.33 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1450.16 FEET AND CENTRAL ANGLE OF 00°03'59"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 1.68 FEET; THENCE S17°12'47"E, 145.28 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND CENTRAL ANGLE OF 04°39'12"; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 2.03 FEET TO THE NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT AS RECORDED IN PLAT BOOK 55, PAGES 119–122, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF PEACH BLOSSOM BOULEVARD. A 50' RIGHT OF WAY, PER SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE ALONG SAID NORTH LINE OF PORT ORANGE PLANTATION PHASE II REPLAT, S71°08'37"W, 50.07 FEET TO THE NORTHEAST CORNER OF LOT 167 AND THE WEST RIGHT OF WAY LINE OF SAID PEACH BLOSSOM BOULEVARD; THENCE CONTINUING ALONG THE NORTH LINE OF SAID LOT 167, PORT ORANGE PLANTATION PHASE II REPLAT, S68°01'12"W, 110.00 FEET TO THE NORTHEAST CORNER OF TRACT E, SAID PORT ORANGE PLANTATION PHASE II REPLAT; THENCE S69°58'54"W ALONG THE NORTHERLY LINE OF SAID TRACT E, 262.23 FEET TO THE WESTERLY LINE OF TRACT "E", SAID PORT ORANGE PLANTATION PHASE II REPLAT AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF 30°49'04" AND A CHORD BEARING S02°49'41"W; THENCE SOUTHERLY ALONG THE BOUNDARY OF SAID PORT ORANGE PLANTATION PHASE II REPLAT AND ALONG THE ARC OF SAID CURVE, 395.33 FEET; THENCE S18°14'13"W ALONG SAID BOUNDARY, 195.60 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 18°19'22"; THENCE SOUTHERLY ALONG SAID BOUNDARY AND ALONG THE ARC OF SAID CURVE, 52.77 FEET; THENCE S00°05'09"E ALONG SAID BOUNDARY, 61.59 FEET; THENCE S89°54'51"W ALONG SAID BOUNDARY, 270.00 FEET; THENCE N76°06'35"W ALONG SAID BOUNDARY, 45.69 FEET; THENCE S77°50'05"W ALONG SAID BOUNDARY, 105.00 FEET; THENCE S84°53'04"W ALONG SAID BOUNDARY, 50.39 FEET; THENCE S77°43'28"W ALONG SAID BOUNDARY, 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 63.410 ACRES MORE OR LESS.

EXHIBIT C


Hawks Preserve
PHASE I
Hawks Preserve
PHASE II
Phase IV
Village C
Phase
1A
Phase 3
Phase 1
Phase 2

Item #12 Hawks Preserve Phase 1 Approval of a Modification to a Development Order for Approved Plat and Plans and Amendment No. 3 to Concurrency and Fair Share Agreement

City Attorney's office recommends:

Council approval of Development Order Modification to Approved Plat and Plans shall be subject to prior to the recording of the plat, DR Horton must produce:

1. The Amended and Restated Perpetual Stormwater Drainage Maintenance and Access Easement and Cost Sharing Agreement**, (hereinafter "Easement and Cost Sharing Agreement")** with substantial language that establishes a functional plan on how the cost sharing between the Hawks Preserve Homeowners Association and Port Orange Plantation Homeowners Association will be performed, fully executed and recordable.
2. Easement agreement between DR Horton, Hawks Preserve Homeowners Association and property owner for offsite improvements on private property, fully executed and recordable or an OR BK and PG.
3. Hawks Preserve Covenant, Conditions and Restriction with language added to address the Easement and Cost Sharing Agreement, referenced herein.
4. Second Amendment to Port Orange Plantation Covenants, Conditions and Restrictions with substantial language to address the Easement and Cost Sharing Agreement, referenced herein.
5. Port Orange Plantation Covenants, Conditions and Restrictions Supplemental Declaration to add lots and a portion of Tract D with a legal description for the included lots and the portion of the tract to be attached as an exhibit.
6. **All documents referenced herein are subject to review and approval by the City Attorney's office prior to recording the plat.**

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
MAY 17, 2016

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

Pledge of Allegiance

Silent Invocation

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

Portions of the Rules of Procedure as approved by City Council on May 3, 2016 were read by Robin Fenwick, City Clerk.

AGENDA APPROVAL

The following items were pulled for further discussion: Items 18(e), 18(b), 19, and 20.

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

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

5. Atlantic High School Student Athlete Recognition

Council recognized the Atlantic High School Boys Basketball team for their district championship win. They have advanced to the Sweet 16 tournament. Zach Rigney, Athletic Director, also acknowledged Kristian and Lindsay Zieglar for their district and state wins in tennis and other student athletes.

6. Recognize the 2016 winners of the Get Fit Mayors Challenge

Susan Lovallo, Parks & Recreation Director, announced the winners of the Get Fit Challenge and thanked the sponsors and participants. Ms. Lovallo also thanked Kristi Brown, Recreation Supervisory, for her work on the program.

7. 2016 Youth Achievement Award

Matthew Burnette, Youth Advisory Board Chairman, and Scott Kelley, Vice Chairman, presented the 2016 Youth Achievement Award to Baylee Bastian for her leadership, volunteerism, and outstanding academic work.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

8. Youth Advisory Board Report

Mr. Burnette provided the report from the Youth Advisory Board's recent meetings.

9. Citizen Advisory Committee for TPO

Bobby Ball provided details of the most recent CAC meeting.

10. General Employees' Pension Plan Appointment

Mayor Green voiced his support for George Chatley for his experience on the board in the past.

Motion to nominate Lynn Hadley to the General Employees' Pension Plan was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Councilman Burnette suggested voting by ballot. Council agreed.

The City Clerk read the votes as follows:

Mayor Green – George Chatley
Vice Mayor Bastian - Lynn Hadley
Councilman Burnette – Lynn Hadley
Councilman Stiltner – Lynn Hadley

11. Planning Commission Appointment

Motion to nominate Maria Mills-Benat to the Planning Commission was made by

Vice Mayor Bastian, and Seconded by Councilman Burnette.

Motion to nominate Kimberly Dillon was made by Councilman Burnette, and Seconded by Councilman Stiltner.

Councilman Burnette suggested voting by ballot. Council agreed.

The City Clerk read the votes as follows:

Mayor Green – Kimberly Dillon
Vice Mayor Bastian – Maria Mills-Benat
Councilman Burnette – Maria Mills-Benat
Councilman Stiltner - Maria Mills-Benat

CITIZEN PARTICIPATION

12. Spruce Creek Road Access Point - R. Todd Heffington & Bob Lloyd

Mr. Heffington addressed Council regarding the no trespassing signs at the end of Spruce Creek Road. He has received over 100 signatures on a petition to support opening the area to non-motorized water craft.

Mr. Lloyd discussed Spruce Creek Rising and their efforts to clear the trestle for safe travel. He asked Council to support the creation of access to the creek.

Councilman Stiltner supported non-motorized watercraft at this area. Vice Mayor Bastian and Councilman Burnette both agreed.

Mr. Johansson requested thirty (30) days to allow Staff to meet with the local citizens and then open on a trial basis and adjust accordingly based on feedback.

Jamie Stewart (824 Hewitt Drive), Gunnar Tonnessen (818 Hewitt Drive), and Lee Faircloth (879 Hewitt Drive), citizens representing Bonks Landing, addressed Council regarding their objections to opening this area to the public.

Jim Morris, business owner, believes Bonk's Landing should be open to the public.

Sherri Siegenthaler, 321 Anthony Drive, spoke in opposition to the opening of the area.

Jason Ness, citizen, thinks it should be open to the public since it is public-owned property.

Elwood Dober, citizen, does not support a public launch. He owns the property next to the City property and he is concerned with trash and noise issues.

Council agreed to move forward in exploring a way to open the area to the public.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Ted Noftall, citizen, addressed Council regarding the bank reconciliation audit comment. He asked what happened to the policy as directed by Council on January 21, 2014. Mr. Johansson advised that the audit comments will be discussed with Council at an upcoming workshop.

Bob Stoehel, 837 Chickadee Drive, advised Council of the car show held at Riverwalk on Mother's Day. He said it was a huge success and wants to hold another one. Mr. Johansson will talk with him after the meeting to plan another show.

COUNCIL COMMENTS

13. Comments/Concerns from Council Members

Councilman Burnette has met with many of the neighbors in Sugar House regarding lien amnesty requests. He would like Council to reconsider the request for 820 Sugar House to help the sale of the property. He wants to help protect the neighborhoods. Mr. Johansson said Staff is already working on options for Council's consideration.

Councilman Stiltner has received a lot of calls and emails asking for Pickleball courts. Mr. Johansson said Staff is looking into options.

TABLED ITEMS

14. Approval of Task Authorization No 5. to the Master contract for Engineering Services with Kimley-Horn and Associates, Inc. **(Tabled on October 20, 2015)**

Motion to remove the item from the table was made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion carried unanimously by voice vote.

Andy Neff, Public Utilities Director, advised that this item and Item #15 will be brought back to Council with revisions on or about June 7, 2016. He will discuss his approach to master planning at that time.

Motion to return item to Staff until June 7, 2016 was made by Councilman Stiltner, and Seconded by Vice Mayor. Motion carried unanimously by roll call vote.

15. Task Authorization No 1. under the Master Contract for Engineering Services with Arcadis U.S., Inc. for the Water Master Plan **(Tabled on October 20, 2015)**

Motion to remove the item from the table and return it to Staff was made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion carried unanimously by voice vote.

Motion to return item to Staff until June 7, 2016 was made by Councilman Stiltner, and Seconded by Vice Mayor. Motion carried 3-1 by roll call vote with Councilman Burnette voting no.

CONSENT AGENDA

16. Approval of Minutes
   a. April 26, 2016 - Special Meeting/Workshop
   b. May 3, 2016 - Regular City Council Meeting

17. Amendment and Extension to the Piggyback Agreement with Ferguson Enterprises, Inc., dated October 28, 2014.

18. Bid Awards and Contract Items
   a. Award RFP #16-13 Internet and Voice-Over-IP Telephony Access to Bright House Networks Enterprise Solutions, Inc.
   b. Sole Source purchase and waiver of normal bidding procedures for Solar-Bee mixers for high-quality reclaimed water circulation equipment for the Recharge Reservoir Lakes A & B
   c. Manheim Consignment Agreement
   d. Contract Amendment No 1 to the Standard Contract for Services with Kurt Benson, d/b/a K.B. Lawncare, dated January 16, 2016
   e. Change Order No 1 to Task Authorization No 3 to Wade Trim, Inc. under the Master Contract for Engineering Services, dated March 17, 2015.

19. Waiver of Payment and Performance Bond (F.S. 255.05) for Bid # 16-04 by ALLAND, INC. a Florida corporation

20. Approval for Final Payment and close out of the Agreement for Construction with Sawcross, Inc., dated March 9th, 2015 for Bid B15-09 Reclaimed Water Reservoir Outfall and Filtration Project.

21. Acceptance of Work Notification per the Joint Participation Agreement (JPA) between Pioneer Community Development District (PCDD) and the City of Port Orange for utility relocations on Williamson Blvd.

22. Approval of Settlement - Urquhart v. BDW Land Holdings and City of Port Orange

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

Item #18(b) - Sole Source purchase and waiver of normal bidding procedures for Solar-Bee mixers for high-quality reclaimed water circulation equipment for the Recharge Reservoir Lakes A & B.

Mike Gardner, citizen, complimented Steve Parnell (City employee) for his work on this item.

Motion to approve item #18(b) was made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion carried unanimously by voice vote.

Item #18(e) - Change Order No 1 to Task Authorization No 3 to Wade Trim, Inc. under the Master Contract for Engineering Services, dated March 17, 2015.

Ms. Roberts advised of a typo on the Change Order; page 2 should read June 6, 2016 rather than June 3, 2016.

Motion to approve item #18(e) was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Item #19 – Waiver of Payment and Performance Bond (F.S. 255.05) for Bid #16-04 by ALLAND, INC. a Florida corporation.

Councilman Stiltner is concerned with waiving the bond as it was a requirement in the bid specifications. He encouraged Council to deny the waiver and have Staff continue maintaining the areas.

Mr. Neff explained that there were no other bidders on this scope. The other bids were for the larger areas.

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

Item #20 - Approval for Final Payment and close out of the Agreement for Construction with Sawcross, Inc., dated March 9th, 2015 for Bid B15-09 Reclaimed Water Reservoir Outfall and Filtration Project.

Mr. Noftall asked if the filter system works. Mayor Green said yes. Mr. Noftall asked how much water is being pulled out of the pond. Mr. Neff can provide numbers but does not have them tonight. He said it is a significant amount though.

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

REGULAR AGENDA

23. Extend Piggyback Agreement - Pegasus Engineering, LLC, Sleepy Hollow Drainage Improvements

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

Mr. Johansson advised that Pegasus Engineering had some delays with contacting the neighbors and engineering and requested an extension to the contract.

Motion carried unanimously by roll call vote.

24. Purchase Sale Agreement for ±15 Acres in the Port Orange Business Park.

Wayne Clark, Community Development Director, discussed the expected investment, terms of the offer, and the next steps for the sale of the property.

Council supported the sale.

Bill Thompson, Owner of Thompson Pumps, wants to stay in Port Orange and thanked Council for their support.

Mr. Noftall asked what the future use is for their current property. Mr. Johansson said it's private property and there are talks of the City purchasing it.

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

COMMENTS

25. City Attorney Comments

Ms. Roberts advised of her new paralegal. She also advised of a change to the forfeiture laws. She will provide more information soon. Ms. Roberts advised that it is the time of year for her evaluation.

26. City Manager Comments

A Fire Chief has been hired pending the background checks. Fire Chief Ken Fustin will start within the next thirty (30) days. Mr. Johansson asked Council of their availability for a Shade Meeting on June 7, 2016 at 5:00 p.m. Council agreed.
Mayor Green thanked Glenn Smith for his work to the community as a former City employee. He passed away recently.

COUNCIL COMMITTEE REPORTS

27. City Council Committee Reports
    a. ArtHaus – Councilman Burnette reported on the upcoming events.
    b. Port Orange/South Daytona Chamber of Commerce - Councilman Burnette reported on the upcoming events.
    c. Roundtable of Elected Officials – Mayor Green reported on the issues discussed. He would like to have Kelly McGee talk to Council soon.

ADJOURNMENT: 8:20 p.m.

_____
Mayor Allen Green

Attest:

_____
Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
MAY 31, 2016

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

Portions of the Rules of Procedure as approved by City Council on May 3, 2016 were read by Robin Fenwick, City Clerk.

DISCUSSION ITEMS

5. Records Management

Robin Fenwick, City Clerk, provided information regarding the current records management system within the Clerk's Office, as well as the current needs for complying with public records laws and meeting the needs of our citizens. Council supported the recommendation as presented.

6. Financial Report

Tracey Riehm, Finance Director, provided details of the financial report for the month of April.

7. Water & Storm-water Billing Guidance

Ms. Riehm discussed the issues with the current billing practices for water and stormwater and requested guidance from Council. She requested a new definition of impervious surfaces to match the Volusia County Property Appraiser excluding wood decking. Council agreed to move forward with the change. Ms. Riehm asked Council to

consider billing churches monthly to provide consistency as the majority are charged monthly. Council agreed to monthly billings for churches.

Councilman Stiltner asked what the best practice is for billing stormwater fees as it relates to multi-family (over 10 units). Branford Adumuah, Public Works Director, said there are several different methodologies for billing. Councilman Burnette wants to be consistent and competitive with other east coast communities. Ms. Riehm provided details of area city's stormwater fees and credits available, if any. The methodology is not being changed; only the definition of what is included. Ordinances will come back to Council for final approval based on this discussion.

Ms. Riehm advised of a new charge from the County to bill and process the stormwater fees collected on the yearly tax bill.

Ms. Riehm discussed billing irregularities and requested guidance relating to back billing and over charging, specifically relating to the previous discussion on 855 Christy Drive. Council agreed to refund all monies due to a customer and agreed to charge 855 Christy Drive current hook up rates.

Ms. Riehm asked for Council's direction regarding deposits held on accounts. Council agreed to refund the deposit after five (5) years but require another deposit should they default.

Ted Noftall, citizen, asked why commercial customers are not being included. Council asked Staff to focus on residential customers who are owners (not renters) at this time.

Guidance was requested by Ms. Riehm regarding sewer availability fees and whether exemptions should be limited in time and subject to renewal. Council agreed to charge the availability fees and encourage citizens to move away from septic tanks. Council also agreed to limit the time and require renewal of the exemptions.

Guidance was also requested by Ms. Riehm regarding water availability fees. Council agreed to continue charging the availability fees but wants consistency.

Mr. Noftall pointed out that FP&L does not charge for power just because the lines pass a house or business.

Newton White, citizen, is concerned with the impact on abandoned or vacant properties.

Ms. Riehm discussed issues with conflicting policies regarding pool fills. Council agreed to a 12-month rolling average or the smart meter read if it provides a more accurate read. Ms. Riehm will bring back a resolution for Council approval.

Write-off authority requested for $50.00 or less in delinquent accounts. Council agreed to allow the Finance Director (or designee) the authority to write off accounts less than $50.00. A resolution will be brought back to Council to include a reporting requirement.

Ms. Riehm asked Council to change the restore service guidelines regarding past due charges. She recommended not requiring the current month's charges be paid to restore service. She believes it is a burden and the past due amount plus the service charge is sufficient. Council agreed to discontinue requiring the payment of the current bill to restore service.

Sarah Jones, citizen, asked if a public health issue is created by shutting off a customer's water.

Prem Boaz, Port Orange Presbyterian Church, is concerned with the implementation of the stormwater charges. They have a lot of green space and believe they are being overcharged. Mayor Green asked Mr. Boaz to work with Staff. Mr. Johansson advised that Staff would look at the methodology as directed by Council.

Mr. Noftall asked what the policy is for requesting a credit for stormwater fees. Ms. Riehm read from the ordinance stating the procedure and the forms that have been placed on the website.

8. CAFR Briefing

Ms. Riehm provided information relating to the audit comments and what she and her staff are doing to address the comments. Council asked Ms. Riehm to request the resources she needs to move forward in the Finance Department.

Mr. Noftall expressed his concerns with the audit comments and the retention of Finance staff.

Tom Menocal, citizen, sees great progress with the Finance Department.

ADJOURNMENT: 9:11 p.m.

_____
Mayor Allen Green

Attest:

_____
Robin Fenwick, CMC
City Clerk

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/07/2016

Consent item: Yes

SUBJECT: Resolution No. 16-31 - Community Aesthetic Feature (CAF) Agreement for City Gateway Signage on SR 5/US1.

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: 2 - Quality of Life1 - Maintain existing beautification efforts and implement phases not yet complete

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RECOMMENDED MOTION: Move to approve Resolution No. 16-31, approving the Community Aesthetic Feature (CAF) Agreement for City Gateway Signage on SR 5/US 1 and authorize the Mayor and City Clerk to execute the Agreement and Resolution.

SUMMARY: The City has requested permission from FDOT to install two City Gateway Signs within the SR 5/US1 right-of-way owned by FDOT. FDOT identifies the signs as Standalone ID Markers within the context of what they define as Community Aesthetic Features. The FDOT has requested the City execute the attached Community Aesthetic Feature (CAF) Agreement and Resolution which allows the City to install and maintain the features over a thirty year lifespan. The City is responsible for funding the installation and maintenance of the signs. FDOT is not responsible for any costs associated with the project. The City is required to provide a removal and restoration deposit, letter of credit, or performance bond in the amount of $3,895.00. This amount was calculated by FDOT and based on the cost to remove the two signs and restore the right-of-way in today's dollars. Once the Agreement is fully executed the City will be issued a Notice to Proceed which will allow the project to go out to bid. Staff anticipates advertising for bid this summer and starting construction prior to the end of the 2016 calendar year. Construction funding for the two signs has been budgeted under City Project No. AIO017 and available in account no. 317-1000-519-63-97.

Project No.: AIO017 Funding Account No.: 317-1000-519.63-97

ATTACHMENTS:

1.	Reso. No. 16-31	Reso. No. 16-31 CAF.pdf
2.	Maintenance Project Cost Estimate	Maint Cost Estimate_TR CAF Port Orange.pdf

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Margaret Momberger — Created/Initiated - 05/23/2016
Wayne Clark — Approved - 05/23/2016

Tracey Riehm	Approved - 05/23/2016
Margaret Roberts	Approved - 06/02/2016
M. Jake Johansson	Final Approval - 06/02/2016

RESOLUTION NO. 16-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING AND FUNDING THE COMMUNITY AESTHETIC FEATURE PROJECT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A COMMUNITY AESTHETIC FEATURE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City Council of the City of Port Orange, Florida, hereby approves the Community Aesthetic Feature Project, as shown on the plans prepared by Stephen R. Burns, R.L.A., and dated May 12, 2016 (attached hereto as Exhibit "A" to the Community Aesthetic Feature Agreement).

Section 2. The City Council of the City of Port Orange, Florida, hereby acknowledges its responsibility to fund and will likewise budget the necessary funding for the design, installation, and maintenance of the Community Aesthetic Feature Project.

Section 3. The City Council of the City of Port Orange, Florida, hereby approves and authorizes the Mayor and City Clerk to execute the Community Aesthetics Feature Agreement and mutually agrees upon renewals or extensions, a copy of which is attached hereto as **Exhibit "1"**.

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

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

Exhibit "1"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

COMMUNITY AESTHETIC FEATURE AGREEMENT

Section No. 79010 CAFA No. 2016-M-591-3

This Community Aesthetic Feature Agreement ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("FDOT") and City of Port Orange ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Agency has requested permission from FDOT to install a [**CHOOSE ONE**: ☐Public Art – Standalone, ☐Public Art – Add On/affixed, ☒Local Identification Marker – Standalone, ☐Local Identification Marker – Add On/affixed] community aesthetic feature on that certain right-of-way owned by FDOT which is located at SR 5 (US 1) Port Orange in Volusia County, Florida ("Project").

B. FDOT agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.

C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. **TERM.** The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through December 31, 2031, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within 1 year (365) days of the Effective Date of this Agreement, FDOT may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. **PROJECT DESCRIPTION.** The Project is a [**CHOOSE ONE**: ☐Public Art – Standalone, ☐Public Art – Add On/affixed, ☒Local Identification Marker – Standalone, ☐Local Identification Marker – Add On/affixed], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. **FUNDING OF THE PROJECT.** The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". FDOT shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of FDOT's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for FDOT's right-of-way.

4. **DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.**

   a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including FDOT standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by FDOT and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to FDOT for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Six (6) copies of the design plans shall be provided to FDOT's District Design Engineer, at 1650 North Kepler Road Deland, Florida 32724. FDOT will review the plans for conformance to FDOT's requirements and feasibility. FDOT's review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, FDOT signifies only that such plans and improvements satisfies FDOT's requirements, and FDOT expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to the

integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. FDOT's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by FDOT shall be made by the Agency and final corrected plans shall be provided to FDOT within thirty (30) days.

b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.

c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by FDOT prior to implementation.

d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.

e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager, Jim Read, at (386) 740-3456 or from an appointed designee.

f. The Agency is authorized, subject to the conditions in this Agreement, to enter FDOT's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use FDOT's right-of-way nor the placing of facilities upon FDOT's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in FDOT right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of FDOT right-of-way.

g. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If FDOT determines that a condition exists which threatens the public's safety, FDOT may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, FDOT may remove the safety hazard at the Agency's sole cost, expense, and effort.

h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".

i. The Agency shall notify FDOT a minimum of forty eight (48) hours before beginning the Project within FDOT right-of-way. The Agency shall notify FDOT should installation be suspended for more than five (5) working days.

j. Upon completion of the Project, the Agency shall notify FDOT in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the Responsible Professional for the Project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans,

the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from FDOT right-of-way and shall restore those portions of FDOT right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

k. If FDOT determines that the Project is not completed in accordance with the provisions of this Agreement, FDOT shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of FDOT's written notice to complete the Project and provide FDOT with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, FDOT may: 1) provide the Agency with written authorization granting additional time as FDOT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without FDOT liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If FDOT elects to correct the deficiency (ies), FDOT shall provide the Agency with an invoice for the costs incurred by FDOT and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The Maintenance schedule shall include Initial Defect, Instantaneous Damage and Deterioration components. The Initial Defect Maintenance inspection should be conducted, and any required repairs performed during the Construction Phase. The Instantaneous Damage Maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identity short term damage that does not develop over longer time periods. The Deterioration Maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration Maintenance shall include, but is not limited to, the following services:

1. Annual inspections.

2. Structural repairs.

m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of $ 3895.00.

n. FDOT reserves its right to cause the Agency to relocate or remove the Project, in FDOT's sole discretion, and at the Agency's sole cost.

5. INDEMNITY AND INSURANCE.

a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $1,000,000 per person and $5,000,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause FDOT to be an additional insured party on the policy or policies, and shall provide FDOT with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2010), as amended.

c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. NOTICES. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DELAND OPERATIONS
1650 North Kepler Road
Deland, Florida 32724
Phone: 386-740-3400

CITY OF PORT ORANGE
1000 City Center Circle
Port Orange, Florida 32129
Phone: 386-506-5500

7. TERMINATION OF AGREEMENT. FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by FDOT pursuant to this Paragraph 7.

8. LEGAL REQUIREMENTS.

a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.

b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the

Agreement will remain in full force and effect and such term or provision will be deemed stricken.

c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

d. The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.

e. The Agency shall not cause any liens or encumbrances to attach to any portion of FDOT right-of-way.

9. PUBLIC ENTITY CRIME. The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. UNAUTHORIZED ALIENS. FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. NON-DISCRIMINATION. The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. DISCRIMINATORY VENDOR LIST. The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. ATTORNEY FEES. Each Party shall bear its own attorney's fees and costs.

14. TRAVEL. There shall be no reimbursement for travel expenses under this Agreement.

15. PRESERVATION OF REMEDIES. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. MODIFICATION. This Agreement may not be modified unless done so in a writing executed by

both Parties to this Agreement.

17. **NON-ASSIGNMENT.** The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT. Any assignment, sublicense, or transfer occurring without the required prior written approval of FDOT will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

21. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. 79010 CAFA No. 2016-M-591-3

AGENCY

City of Port Orange

By: _____

Print Name: Allen Green

Title: Mayor

As approved by the Council, Board, or

Commission on: _____

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

Legal Review:

_____
Matthew J. Jones, Deputy City Attorney

FDOT

State of Florida, Department of Transportation

By: _____

Print Name: Alan Hyman, P.E.

Title: Director of Transportation Operations

Date: _____

Legal Review:

_____

Section No. 79010 CAFA No. 2016-M-591-3

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

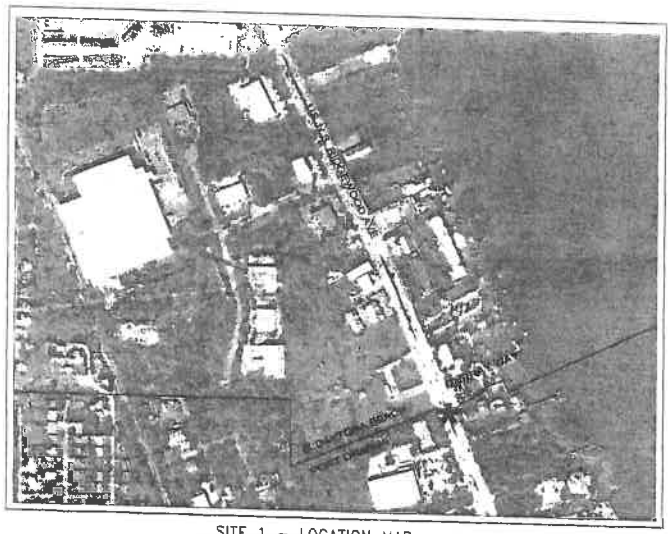
Installation of two Standalone ID Markers on US 1 at the locations of:

a) In the median near Murray Way
b) On the north bound shoulder on the north end of the Rose Bay Bridge.

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by Stephen R. Burns, R.L.A. and dated 5/12/2016. Any revisions to these plans must be approved by FDOT in writing.

CITY OF PORT ORANGE
COMMUNITY AESTHETIC FEATURE



SITE 1 – LOCATION MAP
(MURRAY WAY & US1 – SHEET CS2)

SITE 2 – LOCATION MAP
(Rose Bay Bridge & US 1 – SHEET CS3)

APPLICANT:

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
(386) 506-5500
CONTACT:

LANDSCAPE ARCHITECT:

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD.
ORMOND BEACH, FL., 32174
(386) 677-2482
(386) 677-2505 (FAX)
CONTACT: STEPHEN R. BURNS, R.L.A

CITY OF PORT ORANGE:

ALLEN GREEN — MAYOR
MICHAEL JOHANSSON — CITY MANAGER

CITY COMMISSION:

DISTRICT 1: BOB FORD
DISTRICT 2: DONALD BURNETTE
DISTRICT 3: DREW BASTIAN (VICE MAYOR)
DISTRICT 4: SCOTT STILTNER

SHEET INDEX:

CVR	COVER SHEET
CS1	PROJECT NOTES & DETAILS
CS2	CONCEPTUAL ID MARKER (US1 & MURRAY WAY)
CS3	CONCEPTUAL ID MARKER (US1 & BAYSHORE DR)
CS4	MOT PLAN
S1-2	STRUCTURAL PLANS
E1-2	ELECTRICAL PLANS

CITY OF PORT ORANGE
COMMUNITY AESTHETIC FEATURE
'STAND ALONE LOCAL ID MARKER'
PLAN, SECTION, & DETAILS
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

ZEV COHEN & ASSOCIATES, INC.

REGISTERED LANDSCAPE ARCHITECT
STEPHEN R. BURNS
No. 1666
STATE OF FLORIDA
MAY 12, 2016

SCALE:
SHEET CVR OF 4

EXHIBIT "A"

FDOT NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON

2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY

3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF FDOT DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.

4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY FROM THE APPROVED PLANS, THE PERMITTEE SHALL PROVIDE AS-BUILT PLANS, ALONG WITH A RECORD DRAWINGS REPORT BY PERMITTEES PROFESSIONAL ENGINEER, FORM 850-040-12, WITHIN 30 DAYS

5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT

6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST

7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS

8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI

9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT OF WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES

HARDSCAPE NOTES

1. DIMENSIONS: ALL LAYOUT DIMENSIONS ARE TO EDGE OF TRAVEL LANES UNLESS OTHERWISE NOTED

2. LAYOUT: ALL LAYOUT DIMENSIONS SHOWN ON DETAILS ARE APPROXIMATE

3. STAKING AND LAYOUT: THE CONTRACTOR SHALL STAKE AND LAYOUT ALL IMPROVEMENTS USING THE GEOMETRIC DATA PROVIDED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLETELY STAKE AND VERIFY THE ALIGNMENT BOTH VERTICAL AND HORIZONTAL AND TO INSURE PROPER POSITIONING PRIOR TO THE MANUFACTURING AND INSTALLATION OF ANY IMPROVEMENT. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY IN WRITING IF ANY DISCREPANCIES ARE FOUND AND NOT PROCEED WITH THE WORK UNTIL DIRECTED

4. EXISTING IMPROVEMENTS: THE CONTRACTOR SHALL REPAIR OR REPLACE TO AN EQUAL TO OR BETTER CONDITION ANY EXISTING IMPROVEMENTS LOCATED OUTSIDE OF THE LIMITS OF WORK THAT ARE DAMAGED BY THE CONTRACTOR'S CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER

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

6. PAINT: COLOR FOR PAINTED SURFACES SHALL BE AS INDICATED ON THESE PLANS OR SELECTED BY OWNER OR OWNERS REPRESENTATIVE. FINAL PAINT COLOR SELECTED BY OWNER OR OWNERS REPRESENTATIVE SHALL BE APPLIED AND APPROVED BY SAME PRIOR TO THE INSTALLATION OF SIGNAGE LETTERS

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

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

9. SHOP DRAWINGS: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS INDICATING REQUIRED STRUCTURAL DESIGN SPECIFICATIONS TO THE OWNER THAT ARE SIGNED AND SEALED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF FLORIDA

GENERAL CONSTRUCTION NOTES

1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED

2. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED

3. THE CONTRACTOR SHALL CONTACT SUNSHINE ONE CALL OF FLORIDA, INC. AS REQUIRED BY CHAPTER 556 OF THE FLORIDA STATUTES

UTILITY AGENCY/OWNER - TELEPHONE NUMBER
ELECTRIC - FLORIDA POWER & LIGHT, BEVERLY MUTTO-(386) 322-3459
GAS - TECO PEOPLES GAS, GEORGE SMITH-(386) 671-2152
FIBER OPTIC CABLE - AT&T, MICHAEL MOORE-(386) 253-3550
TELEPHONE - BRIGHTHOUSE, SEAN RIDEN-(386) 740-3914
TRAFFIC MONITORING SITES- FDOT, RUBIE PRAISE-(386) 943-5580

4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHAPTER 14-40, FLORIDA ADMINISTRATIVE CODE, THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2016 EDITION, THE FDOT UAM 2015 EDITION, FDOT PLANS PREPARATIONS MANUAL (PPM) AND THE FLORIDA BUILDING CODE. CONTRACTOR TO FOLLOW ALL REQUIREMENTS OF THE CITY AND FDOT APPROVAL.

5. EROSION AND SILTATION CONTROL MEASURES ARE TO BE PROVIDED AND COORDINATED /APPROVED BY FDOT AND INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THESE MEASURES ARE TO BE INSPECTED BY THE CONTRACTOR ON A REGULAR BASIS AND ARE TO BE MAINTAINED IN ACCORDANCE WITH SJRWMD, DEP NPDES, AND BEST MANAGEMENT PRACTICES (BMPS) STANDARDS AND REPAIRED ON AN IMMEDIATE BASIS AS REQUIRED. CONTRACTOR TO OBTAIN DEP NPDES PERMIT, IF REQUIRED

6. ALL EXISTING UTILITY BOXES AND APPURTENANCES SHALL BE RAISED TO PROPOSED GRADE AS NECESSARY. INTERRUPTIONS TO PROPOSED RIBBON CURBS MAY BE REQUIRED. CONTRACTOR TO COORDINATE IN FIELD WITH CITY OF PORT ORANGE AND LANDSCAPE ARCHITECT

7. ANY EXISTING STRIPING OR USI DAMAGED BY THIS PROJECT MUST BE REPLACED

8. CONTRACTOR TO STAKE-OUT EACH MEDIAN FOR GATEWAY SIGN & PLANT LOCATIONS FOR LANDSCAPE ARCHITECT APPROVAL PRIOR TO INSTALLATION

9. CONTRACTOR WILL BE RESPONSIBLE TO DO ANY/ALL GRADING NECESSARY TO ASSURE PROPER DRAINAGE FLOW FROM ROADWAY TO DRAINAGE STRUCTURES. CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS, SWALES, CONVEYANCE, AND RUNOFF STORAGE CAPACITY DURING AND POST CONSTRUCTION ACTIVITIES. THE EXISTING DRAINAGE STRUCTURES SHALL NOT BE OBSTRUCTED OR MODIFIED AT ANYTIME

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

PROJECT NO: 1.085
ISSUE DATE:
DESIGNED BY: RAD
DRAWN BY: RAD
CHECKED BY: ZC
APPROVED BY: ZC

CITY OF PORT ORANGE
COMMUNITY AESTHETIC FEATURE
'STAND ALONE LOCAL ID MARKER'
PLAN, SECTION, & DETAILS
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

REVISIONS

DESCRIPTION	BY

REGISTERED LANDSCAPE ARCHITECT ZEV COHEN LA0001667 STATE OF FLORIDA
SIGNED MAY 06, 2016
SIGNATURE NOT VALID UNLESS SIGNED IN BLUE INK

SCALE:
SHEET CS1 OF 4

ORLANDO BRANCH
339 INTERCHANGE BLVD. ORLANDO, FL 32818
(407) 977-1940 FAX (386) 677-3501

ST. AUGUSTINE
4475 U.S. 1 S. #101 ST. AUGUSTINE, FL 32086
(904) 797-1559 FAX (904) 797-4159

AMELIA ISLAND
941 CITRONA DR. #B FERNANDINA BEACH, FL 32034
(904) 556-0330 FAX (904) 556-0338

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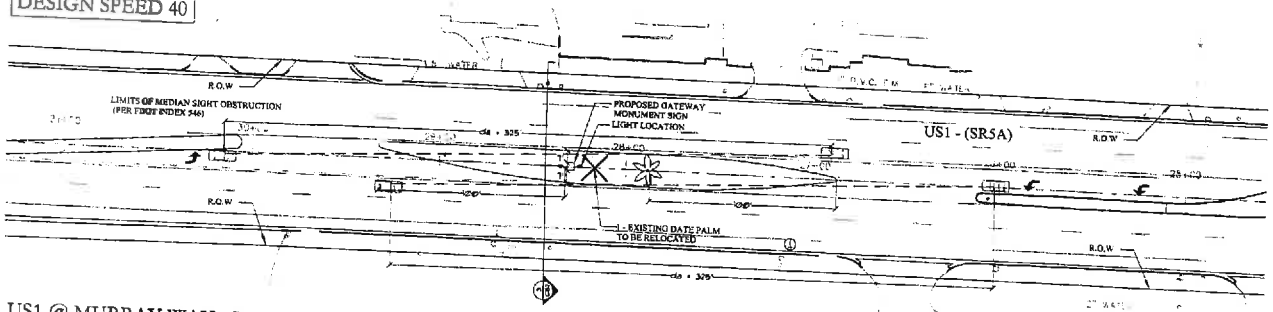
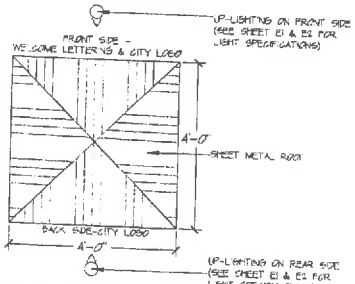
POSTED SPEED 40
DESIGN SPEED 40



1 US1 @ MURRAY WAY - ROADWAY PLAN VIEW

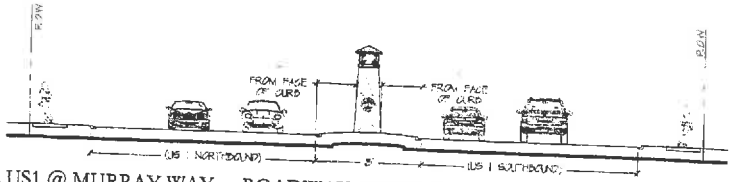
SCALE: 1" = 30'



2 GATEWAY PLAN VIEW
TOP VIEW
N.T.S.

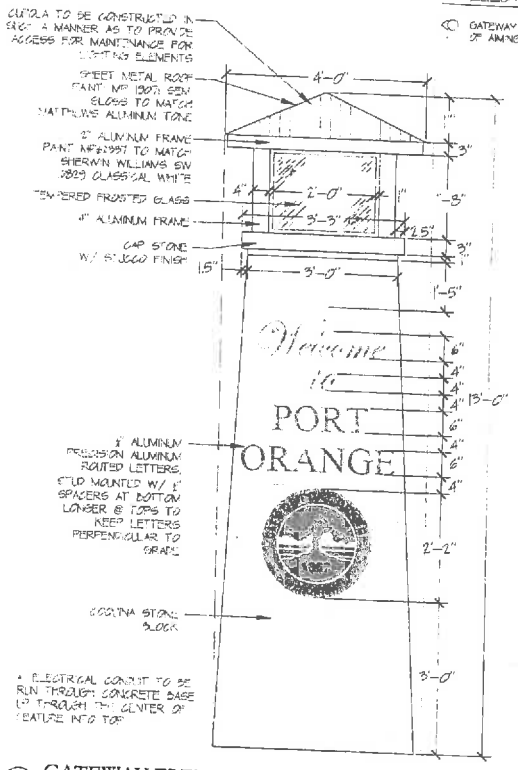
ELECTRICAL LEGEND

GATEWAY MONUMENT SIGN LED SPOT LIGHT ARRAY DESIGNATED DIRECTION OF AIMING OF LUMINARIES

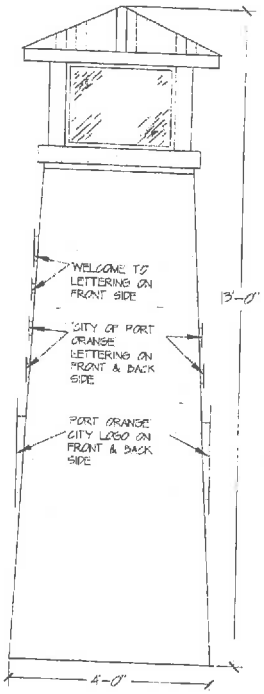


3 US1 @ MURRAY WAY - ROADWAY SECTION
*DIMENSIONS SHOWN ARE APPROXIMATE
N.T.S.

4 US 1 @ MURRAY WAY
3D Rendering - South View - for reference only (See details 2, 5 & 6 this sheet)
N.T.S.



5 GATEWAY ELEVATION
FRONT VIEW
N.T.S.



6 GATEWAY ELEV.
SIDE VIEW
N.T.S.

CITY OF PORT ORANGE
COMMUNITY AESTHETIC FEATURE
'STAND ALONE LOCAL ID MARKER'
PLAN, SECTION, & DETAILS
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

ZEV COHEN
& ASSOCIATES, INC.
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PLANNERS • TRANSPORTATION • ENVIRONMENTAL
WWW.ZEVCOHEN.COM

ORLANDO BEACH
301 RIVERSIDE DR., STE. 210
LEESBURG, FL 34748
(352) 787-1616

ST. AUGUSTINE
1475 U.S. 1 SOUTH, STE. 101
ST. AUGUSTINE, FL 32086
(904) 797-1616 FAX (904) 797-1180

MIAMI/PALM BEACH
2601 SOUTH BAYSHORE DR., STE. 1500
MIAMI, FL 33133
(305) 445-0900 FAX (305) 445-0800

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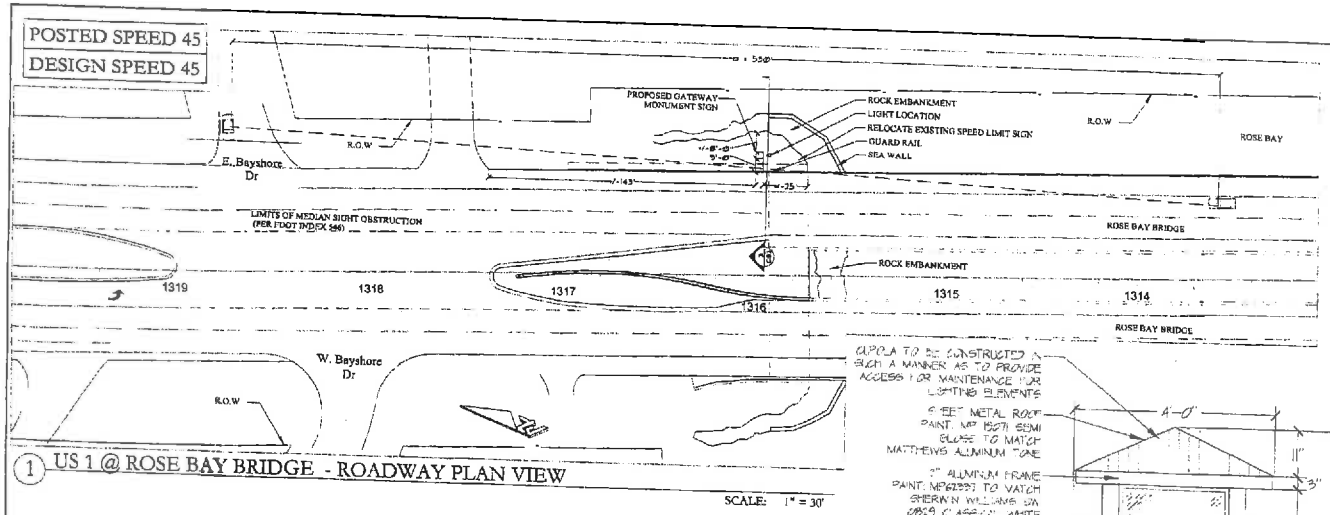
DRIVE DATE
DESIGNED BY: SMD
DRAWN BY: SMD
CHECKED BY: SMD
DATE: 9/2/2015
PROJECT NO. 5208
FILENAME: 1506CAP.DWG

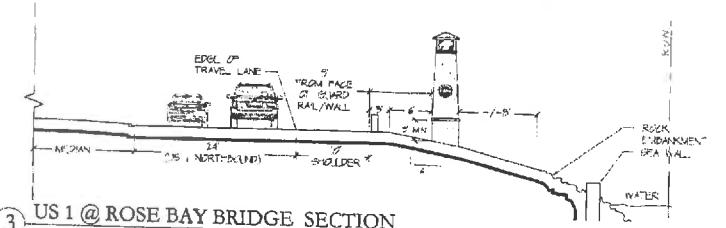
REVISIONS

SCALE
SHEET CS2 OF 4



1 US 1 @ ROSE BAY BRIDGE - ROADWAY PLAN VIEW

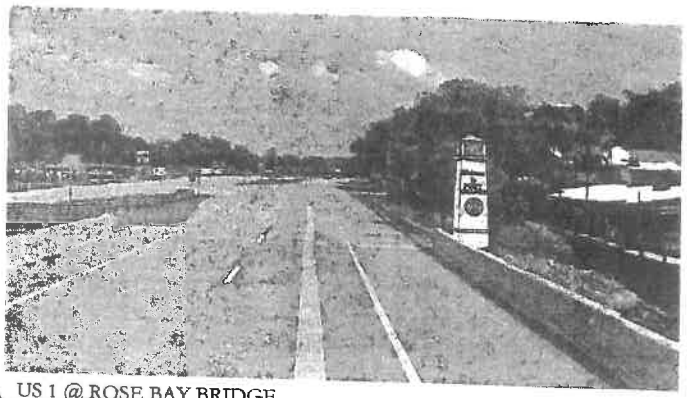
SCALE: 1" = 30'



3 US 1 @ ROSE BAY BRIDGE SECTION

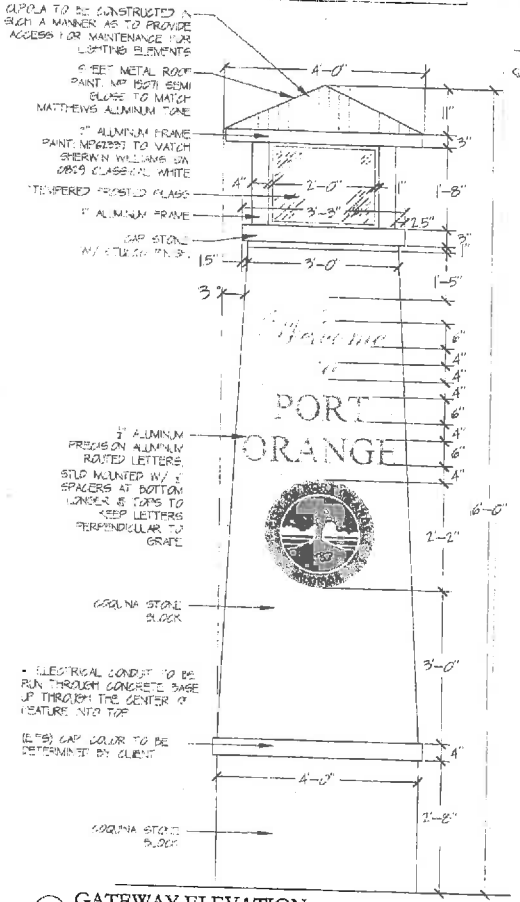
*DIMENSIONS SHOWN ARE APPROXIMATE

N.T.S.



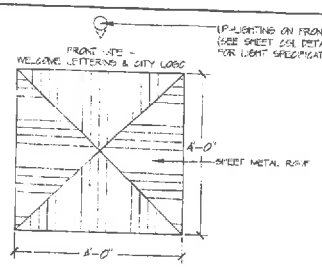
4 US 1 @ ROSE BAY BRIDGE

3D Rendering- North View - for reference only (See details 2, 5 & 6 this sheet) N.T.S.



5 GATEWAY ELEVATION

FRONT VIEW (REFER TO STRUCTURAL PLANS) N.T.S.

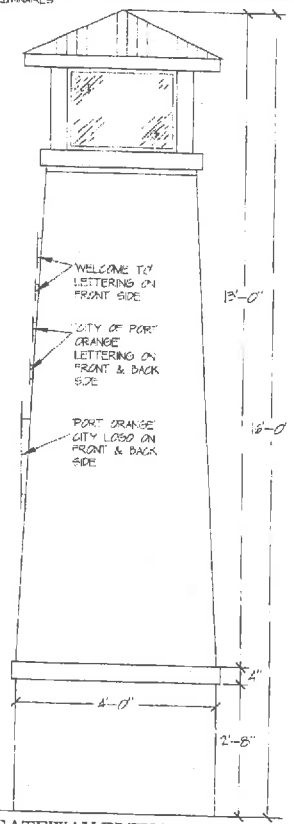


2 GATEWAY PLAN VIEW

TOP VIEW N.T.S.

ELECTRICAL LEGEND

GATEWAY MONUMENT SIGN LED SPOT LIGHT ARROW DESIGNATED DIRECTION OF AIMING OF LUMINAIRES



6 GATEWAY ELEVATION

SIDE VIEW (REFER TO STRUCTURAL PLANS) N.T.S.

ORMOND BEACH, 300 PALMETTO HARBOR DR. ORMOND BEACH, FL 32174 (386) 677-2482 FAX (386) 677-2483

ST. AUGUSTINE, 4478 A & B US 1 SOUTH ST. AUGUSTINE, FL 32086 (904) 797-4311 FAX (904) 797-4138

AMELIA ISLAND, 96 A PALMETTO COURT AMELIA ISLAND, FL 32034 (904) 491-9163 FAX (904) 491-9164

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REVISIONS

CITY OF PORT ORANGE
COMMUNITY AESTHETIC FEATURE
'STAND ALONE LOCAL ID MARKER'
PLAN, SECTION, & DETAILS
VOLUSIA COUNTY FLORIDA
CITY OF PORT ORANGE

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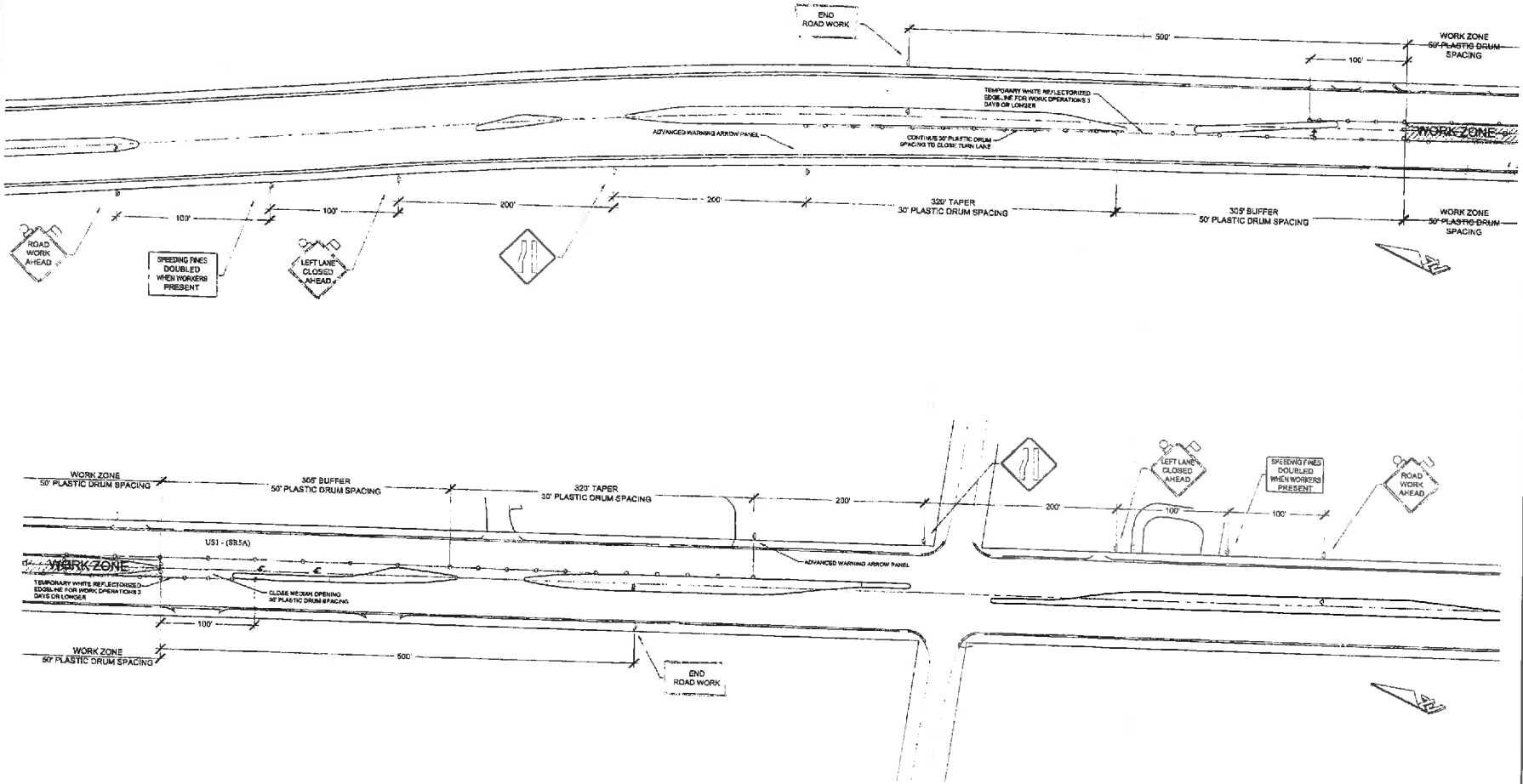
(386) 677-2482 FAX (386) 677-2483
WWW.ZEVCOHEN.COM

PROJECT NO. 10-0008
ISSUE DATE
DESIGNED BY: BMT
DRAWN BY: PAZ
CHECKED BY: BMT
DRAWING FILE: 10-0008.DWG

REGISTERED LANDSCAPE ARCHITECT BRIAN M. TUTTLE LA #6666667 STATE OF FLORIDA
MAY 2 2013

SCALE:
SHEET CS3 OF 4



POSTED SPEED 40

NOTES

1. M.O.T. SHALL CONFORM TO THE FDOT INDICES, 2016 EDITION.
2. M.O.T. SHOWN AS A GUIDE, CONTRACTOR IS REQUIRED TO COORDINATE WITH FDOT FOR FINAL M.O.T. DESIGN AND APPROVAL.
3. CONTRACTOR TO PROVIDE M.O.T. SHOP DRAWINGS AND OBTAIN APPROVAL FROM F.D.O.T. CONSTRUCTION OFFICE PRIOR TO CONSTRUCTION ON EACH MEDIAN (AS FUNDING ALLOWS). M.O.T. PROVIDED HEREON IS TYPICAL AND WILL APPLY TO EACH MEDIAN CONSTRUCTION SEPARATELY.
4. NO LANE CLOSURES DURING SPECIAL EVENTS, HOLIDAYS, PEAK TRAVEL TIMES. SIGNALIZED INTERSECTIONS SHALL BE PER OF BARRIER DEVICES AT ALL TIMES.
5. THE WORK ZONE SPEED LIMITS THROUGHOUT THE DESIGNATED PROJECT LIMITS WILL REMAIN THE SAME AS THE POSTED 40 MPH.

ZEV COHEN & ASSOCIATES, INC.
CITY OF PORT ORANGE
COMMUNITY AESTHETIC FEATURE
'STAND ALONE LOCAL ID MARKER'
MAINTENANCE OF TRAFFIC PLAN
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

SCALE
SHEET CS4 of 4

Section No. 79010 CAFA No. 2016M-591-3

EXHIBIT "B"

SPECIAL PROVISIONS

None.

Section No. 79010 CAFA No. 2016M-591-3

EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

1) Lane closures are subject to current lane closure restrictions and require two weeks advance notice.
2) No work may be performed during Special Events unless authorized by FDOT.

Section No. 79010 CAFA No. 2016-M-591-3

EXHIBIT "D"

AGENCY RESOLUTION

Following this page

Section No. 79010 CAFA No. 2016M-591-3

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and the CITY OF PORT ORANGE

PROJECT DESCRIPTION: TWO STANDALONE ID MARKERS

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record.

By: _____

SEAL:

Name: _____

Date: _____

MAINTENANCE PROJECT
COST ESTIMATE

Date: 5/4/2016

Item Numbers	Item	Unit	Quantity	Unit Cost	Cost
001	SOILS EMBANKMENT GRADING	LS	2	$270.00	540.00
002	LANDSCAPE REMOVAL CLEANOUT	LS	2	$275.00	$550.00
003	CONCRETE SIGN / FOUNDATION REMOVAL	EA	2	$850.00	$1700.00
004	LABOR - CREW / OPERATORS	EA	4	$95.00	$380.00
005	TRACTOR / MECHINERY / TRUCK	EA	2	$120.00	$240.00
006	TRANSPORT SERVICE	MV	1	$300.00	$300.00
007	MAINTENANCE OF TRAFFIC	LS	1	$185.00	$185.00
				Subtotal A =	**$3895.00**

		LS			
		LS			
		LS			
		LS			
				Subtotal B =	**$3895.00**

Grand Total =	**$3895.00**

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/07/2016

Consent item: Yes

SUBJECT: Request approval to renew Environmental Legal Liability Insurance with Aspen Special Insurance Company

DEPARTMENT: Administrative Services

GOAL: 2 - Maintenance of safety issues. Maintain coverage for City underground and above ground tanks which includes terrorism coverage.

OBJECTIVE: Maintain the integrity of specialty insurance coverage for critical Port Orange City Property.

RECOMMENDED MOTION: Move To authorize the City Manager to renew the Environmental Legal Liability Insurance coverage with Aspen Special Insurance Company for a cost of $35,000.00 for the term of 6/21/16 to 6/21/17.

SUMMARY: Request authorization from the City Manager to renew the City's current Environmental Legal Liability Insurance coverage which expires 6/21/2016. Traditionally Aspen Specialty Insurance provides the most competitive quote, and is our current carrier. Aspen is an A+ rated insurance company.

Pursuant to Section 2-267 of the City Code of Ordinances, the requirements for formal bidding may be waived for insurance coverage expenditures as provided in the insurance fund. Pollution Liability Insurance is a specialty insurance offered by an extremely limited number of carriers. I am recommending we continue to waive formal bidding procedures to avoid a lapse in coverage and to contract with Aspen Specialty Insurance for a one year policy with a total price of $35,000.00. This covers 29 above ground tanks, 5 underground tanks, and includes terrorism coverage.

Project No.: Funding Account No.: 504-1000-519-45-10

ATTACHMENTS:

1.	Environmental Legal Liability Proposal	Environmental Pollution Policy 2016 2017.pdf

---

Paula DiChiara	Created/Initiated - 05/09/2016
Cindy DePina	Approved - 06/01/2016
Tracey Riehm	Approved - 06/01/2016
Diana Fye	Approved - 06/02/2016
Margaret Roberts	Approved - 06/02/2016

M. Jake Johansson Final Approval - 06/02/2016

CITY OF PORT ORANGE

ENVIRONMENTAL LEGAL LIABILITY INSURANCE PROPOSAL

Effective: 6/21/16 – 6/21/17

Presented By:

Bobbi Barlow, CPCU
Senior Vice President

Ara Morales
Senior Account Manager

Marie Blom
Claims Analyst

This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. A specimen copy is available upon request. In the event of any differences between the policy and this summary, the policy will control.

City's Location Schedule

1. 407 Virginia Avenue, Port Orange
2. 633 Taylor Road, Port Orange
3. 817 Oak Street, Port Orange
4. 1000 City Center Circle, Port Orange
5. 1090 City Center Boulevard, Port Orange
6. 61264 Richel Road, Port Orange
7. 1395 Dunlawton Avenue, Port Orange
8. 1701 Town Center West, Port Orange
9. 1999 City Center Circle, Port Orange
10. 2396 Campsite Road, Port Orange
11. 2426 Harley Road, Port Orange
12. 2440 Drema Way, Port Orange
13. 2775 Artesian Way, Port Orange
14. 2842 Ridge Road, Daytona Beach Shores
15. 2905 Campsite Road, Port Orange
16. 3655 Nova Road, Port Orange
17. 4200 Ridgewood Avenue, Port Orange
18. 4270 S. Atlantic Avenue, Wilbur by the Sea
19. 4400 Wellfield Road, Port Orange
20. 4545 Clyde Morris Blvd, Port Orange
21. 4655 City Center Circle, Port Orange
22. 4668 S Peninsula, Ponce Inlet
23. 4701 City Center Parkway, Port Orange
24. 5403 Christiancy Avenue, Port Orange
25. 5839 Trailwood Drive, Port Orange
26. 5891 Airport Road, Port Orange
27. 6027 Central Park West, Port Orange
28. 6202 Williamson Blvd, Port Orange
29. 6701 Airport Road, Port Orange

City's Underground Storage Tank (UST) Schedule:

1. 407 Virginia Avenue, Port Orange	12,000 Gallons Diesel (6/21/05)
2. 407 Virginia Avenue, Port Orange	12,000 Gallons Unleaded (6/21/05)
3. 1395 Dunlawton Avenue, Port Orange	12,000 Gallons Unleaded (6/21/03)
4. 1395 Dunlawton Avenue, Port Orange	2,000 Gallons Diesel (6/21/03)
5. 6701 Airport Road, Port Orange	3,000 Gallons Diesel (6/21/03)

City's Above Ground Storage Tank (AST) Schedule:

1. 407 Virginia Avenue, Port Orange	300 Gallons Diesel Generator
2. 407 Virginia Avenue, Port Orange	50 Gallons Diesel Generator
3. 407 Virginia Avenue, Port Orange	200 Gallons Diesel Generator
4. 633 Taylor Road, Port Orange	200 Gallons Diesel
5. 817 Oak Street, Port Orange	4,000 Gallons Diesel
6. 817 Oak Street, Port Orange	4,000 Gallons Diesel
7. 1000 City Center Circle, Port Orange	200 Gallons Diesel Generator
8. 1090 City Center Boulevard, Port Orange	2,000 Gallons Diesel Generator
9. 1264 Richel Road, Port Orange	25 Gallons Diesel Day Tank
10. 1264 Richel Road, Port Orange	200 Gallons Diesel
11. 1395 Dunlawton Avenue, Port Orange	50 Gallons Diesel Day Tank
12. 1701 Town Center West, Port Orange	Emergency Generator
13. 1999 City Center Circle, Port Orange	100 Gallons Diesel
14. 2396 Campsite Road, Port Orange	500 Gallons Diesel
15. 2426 Harley Road, Port Orange	500 Gallons Diesel
16. 2440 Drema Way, Port Orange	500 Gallons Diesel
17. 2775 Artesian Way, Port Orange	500 Gallons Diesel
18. 2842 Ridge Road, Port Orange	50 Gallons Diesel Day Tank
19. 2842 Ridge Road, Port Orange	500 Gallons Diesel
20. 2905 Campsite Road, Port Orange	500 Gallons Diesel
21. 3655 Nova Road, Port Orange	500 Gallons Diesel
22. 4200 Ridgewood Avenue, Port Orange	500 Gallons Diesel Generator
23. 4270 S. Atlantic Ave, Wilbur by the Sea	50 Gallons Diesel Day Tank
24. 4270 S. Atlantic Ave, Wilbur by the Sea	500 Gallons Diesel
25. 4400 Wellfield Road, Port Orange	5,200 Gallons Diesel
26. 4400 Wellfield Road, Port Orange	200 Gallons Diesel
27. 4400 Wellfield Road, Port Orange	200 Gallons Diesel
28. 4400 Wellfield Road, Port Orange	200 Gallons Diesel
29. 4400 Wellfield Road, Port Orange	200 Gallons Diesel
30. 4545 Clyde Morris Blvd, Port Orange	2,500 Gallons Diesel Generator
31. 4545 Clyde Morris Blvd, Port Orange	2,500 Gallons Diesel Generator
32. 4655 City Center Circle, Port Orange	500 Gallons Diesel Generator
33. 4668 S Peninsula, Ponce Inlet	200 Gallons Diesel
34. 4701 City Center Parkway, Port Orange	500 Gallons Diesel Generator
35. 5403 Christiancy Avenue, Port Orange	200 Gallons Diesel
36. 5891 Airport Road, Port Orange	500 Gallons Diesel
37. 6027 Central Park West, Port Orange	300 Gallons Diesel Generator
38. 6202 Williamson Blvd, Port Orange	500 Gallons Diesel
39. 6701 Airport Road, Port Orange	200 Gallons Diesel Generator

Retroactive Dates:

407 Virginia Avenue, Port Orange (2 UST)	6/21/2005
633 Taylor Road, Port Orange	6/21/2010
817 Oak Street, Port Orange	6/21/2003
1000 City Center Circle, Port Orange	6/21/2003
1090 City Center Boulevard, Port Orange	6/21/2003
1264 Richel Road, Port Orange	6/21/2003
1395 Dunlawton Avenue, Port Orange (2 UST)	6/21/2003
1701 Town Center West, Port Orange	6/21/2010
1999 City Center Circle, Port Orange	6/21/2007
2396 Campsite Road, Port Orange	6/21/2010
2440 Drema Way, Port Orange	6/21/2003
2775 Artesian Way, Port Orange	6/21/2003
2842 Ridge Rd., Daytona Beach Shores	6/21/2003
2905 Campsite Road, Port Orange	6/21/2010
3655 Nova Road, Port Orange	6/21/2003
4200 Ridgewood Avenue, Port Orange	6/21/2003
4270 S. Atlantic Avenue, Wilbur by the Sea	6/21/2003
4400 Wellfield Road, Port Orange	6/21/2003
4545 Clyde Morris Blvd, Port Orange	12/30/2009
4655 City Center Circle, Port Orange	6/21/2013
4668 S. Peninsula, Ponce Inlet	6/21/2003
4701 City Center Parkway, Port Orange	6/21/2003
5403 Christiancy Avenue, Port Orange	6/21/2010
5839 Trailwood Drive, Port Orange	6/21/2003
5891 Airport Road, Port Orange	6/21/2003
6027 Central Park West, Port Orange	6/21/2010
6202 Williamson Blvd, Port Orange	6/21/2003
6701 Airport Road, Port Orange (1 UST)	6/21/2003
2426 Harley Road, Port Orange	6/21/2010

Retroactive Date for Coverage 2B: Non Owned Disposal Sites:

6/21/2013

Aspen Special Insurance Company

Bound Environmental Legal Liability Policy

Coverage Form: Claims Made

Retroactive Dates: See page 5 of proposal

Summary of Coverage provided: The Environmental Legal Liability Policy covers bodily injury, property damage, cleanup costs, emergency response costs, business interruption and defense costs caused by pollution conditions arising from your operations. A pollution incident means the discharge, emission, seepage, migration, dispersal, release or escape of any pollutant into or upon land, or any structure on land, the atmosphere or any watercourse or body of water including groundwater, provided such pollutant is not naturally present in the environment in the concentration or amounts discovered. Pollution incident also means the illicit abandonment of a pollutant by a third-party without the insured's consent. Pollution incident does not include microbial matter or Legionella Pneumophila.

Insuring Agreements:

Insuring Agreement A: First Party Protection

Cleanup costs
Emergency Response
Environmental Crisis - $250,000 Separate limit which doesn't erode Aggregate
Business Interruption
Insured Location
Non-Owned Site
Transportation

Limits of Liability: **BOUND LIMITS – HIGHER LIMITS ARE AVAILABLE**

Per Incident Limit	$1,000,000
Aggregate Limit of Liability	$1,000,000

Per Incident Deductible:

ASTs and USTs	$25,000
Business Interruption	Equal to all amounts incurred during the first 3 days of The business interruption including the first day.

Minimum Premium:

100% Minimum Earned Premium Endorsement ASPER275 0114

Aspen Special Insurance Company

Exclusions:

Asbestos and Lead
Contractual Liability
Criminal Fines, Penalties, Assessments
Damage to Conveyance
Damage to Insured's Work
Divested Properties
Employment Liability
Identified Underground Storage Tanks (unless scheduled)
Insured's Products
Insured versus Insured
Intentional Non-Compliance
Internal Expenses
Prior Knowledge and Non-Disclosure
Punitive Damages
War
Nuclear, Biological, Chemical or Radiological Terrorism Exclusion
Costs to Repair, Replace or Upgrade a storage tank system
Material Change in use
Microbial Matter and Legionella Pneumophila
Prior Claim Exclusion

Conditions include but aren't limited to:

100% Minimum Earned Premium
Defense Costs are inside the limit of insurance

Subject to:

Signed Terrorism form
Signed Surplus Lines Acknowledgement form

Forms:

ASPER109 Dec 0114	Declarations Page
ASPER110 0114	Environmental Legal Liability Policy
ASPER340 0114	Schedule of Insured Locations
ASPER324 0114	New Conditions Only (Retro Date)
ASPER343 0114	Schedule of USTs
ASPER321 0114	Microbial Matter Exclusion
ASPER320 0114	Material Change in Municipal Use
ASPER299 0114	Exclusion for Upgrade of Tanks
ASPER334 0114	Prior Claims Exclusion
ASPER338 0114	Schedule of Crisis Management Firms

SUMMARY OF BOUND PREMIUMS AND RELATED INFORMATION

Premiums as Proposed:	Expiring	Renewal
Environmental Legal Liability	$ 31,200.00	$ 32,300.00
TRIA	$ 936.00	$ 969.00
Hurricane Surcharge	$ -	
Total Premium	**$ 32,136.00**	**$ 33,269.00**

Options:

Two Year Term with $1mil/$1mil limits for 2 years	$ 51,500.00
Two Year Term with $1mil/$2mil limits for 2 years	$ 58,710.00

Payment Plan:

Agency Bill: Annual premium is due in full at time of binding coverage.
For 2-Year Policy options, full payment due at binding.
A premium finance agreement is available upon request.

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

*** Rating Guide:** A++ to C- = Highest to lowest rating
15 to 1 = Largest to smallest rating

	Rating for Stability	Rating for Assets/Surplus
Environmental Legal Liability		
** Aspen Specialty Insurance Co.	A	15

** Denotes excess & surplus lines insurance company. See attached Statement Acknowledging that Coverage has been placed with a Non-Admitted Carrier. Please review and return to Brown & Brown. Brown & Brown does not have direct binding authority with this excess and surplus lines market.

A.M. BEST FINANCIAL RATING *(Continued)*

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide

Secure	*Vulnerable*
A++, A+ (Superior)	**B, B-** (Fair)
A, A- (Excellent)	**C++, C+** (Marginal)
B++, B+ (Good)	**C, C-** (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)

Financial Size Category Guide

Class	*Adj. PHS ($ Millions)*	*Class*	*Adj. PHS ($ Millions)*
I	Less than 1	**IX**	250 to 500
II	1 to 2	**X**	500 to 750
III	2 to 5	**XI**	750 to 1,000
IV	5 to 10	**XII**	1,000 to 1,250
V	10 to 25	**XIII**	1,250 to 1,500
VI	25 to 50	**XIV**	1,500 to 2,000
VII	50 to 100	**XV**	2,000 or greater
VIII	100 to 250		

STATEMENT ACKNOWLEDGING THAT COVERAGE HAS BEEN PLACED WITH A NON-ADMITTED CARRIER

Per Florida Statute, the insured is required to sign the following E&S disclosure:

The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Port Orange

Signature of Insured's Authorized Representative — Date

Aspen Specialty Insurance Co.

Environmental Legal Liability

6/21/16

Effective Date of Coverage

Bobbi Barlow

A013832

Producing Agent Name — License Number

MARKET SUMMARY

MARKET	LINE OF COVERAGE	RESPONSE
Aspen Specialty Ins.	Environmental Legal Liability	Incumbent quoted & proposed
Beazley	Environmental Legal Liability	Declined; pricing too thin and reinsurance exclusion related to public service system element
Zurich	Environmental Legal Liability	Declined to quote; can't compete with expiring premium
Admiral	Environmental Legal Liability	Declined to quote; their pricing would be well above expiring

RELATED INFORMATION

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products & services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based on the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit form insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Wholesale Broker/Managing General Agent: ***NAESIP, LLC.***
These intermediaries are not owned in whole or in part by Brown & Brown, Inc., the parent company of Brown & Brown of Florida, Inc.

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at: http://www.bbinsurance.com/customerinquiry.shtml.

ASPEN

POLICY HOLDER DISCLOSURE NOTICE

OF
TERRORISM COVERAGE

You are hereby notified that, under the Terrorism Risk Insurance Act of 2002, effective November 26, 2002 and as extended through December 31, 2014, that you now have the right to purchase insurance coverage for losses arising out of "acts of terrorism", as defined in Section 102(1) of the Act: The term "act of terrorism" mean any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interests, as part of an effort to coerce the civilian population of the United States or to influence the policy or effect of the United States Government by coercion.

Any terrorism coverage provided by this policy is partially reinsured by the United States of America under a formula established by Federal Law. Under this formula, the United States will pay either 90% (2006) or 85% (2007) of covered terrorism losses exceeding a statutorily-established deductible paid by insurers until such time as insured losses under the program reach $100 billion. If that occurs, Congress will determine the procedures for, and the source of, any payments for losses in excess of $100 billion. The actual coverage provided by your policy for acts of terrorism, as is true for all coverage's, is limited by the terms, conditions, exclusions, limits, other provisions of your policy, and any endorsements to the policy and generally applicable rules of law.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

UNDER FEDERAL LAW, YOU MAY ELECT OR REJECT THIS OFFER OF COVERAGE FOR ACTS OF TERRORISM, AS DEFINED IN THE ACT. IF YOU SELECT COVERAGE, YOU MUST SUBMIT THE PREMIUM REQUIRED. IF YOU REJECT COVERAGE, YOU WILL NOT BE COVERED FOR LOSSES ARISING FROM ACTS OF TERRORISM, AS DEFINED BY THE ACT.

	I hereby elect to purchase coverage, subject to the limitations of the Act, for acts of terrorism, as defined by the Act for a premium of $
	I hereby elect to have the endorsement that excludes coverage for acts of terrorism, as defined in the Act, endorsed to my policy. I understand that I will have no coverage for losses arising from acts of terrorism, as defined in the Act and they are specifically excluded from my policy.

Aspen Specialty Management, Inc.
c/o Aspen Specialty Insurance Management, Inc.
590 Madison Avenue, 7th Floor
New York, NY 10022

ASPEN

POLICY HOLDER DISCLOSURE NOTICE

Possibility of Return Premium: The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Act. The federal program established by the Act is scheduled to terminate at the end of 12/31/2014 unless extended by the federal government. If the federal program terminates or if the level or terms of the federal participation change your TRIA coverage will cease as of 12/31/2014. In such event, Aspen Specialty Insurance Company will reimburse you the premium that you paid for the remaining period of time that coverage was not provided, on a pro-rated basis, within thirty (30) days of such termination.

Policyholder/Applicant Signature

Aspen Specialty Insurance Company
Insurance Company

PAULA DICHIARA
Print Name

Policy Number

City of Port Orange
Named Insured

5/6/16
Date

Aspen Specialty Management, Inc.
c/o Aspen Specialty Insurance Management, Inc.
590 Madison Avenue, 7th Floor
New York, NY 10022

STATEMENT ACKNOWLEDGING THAT COVERAGE HAS BEEN PLACED WITH A NON-ADMITTED CARRIER

Per Florida Statute, the insured is required to sign the following E&S disclosure:

The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Port Orange

Signature of Insured's Authorized Representative — Date: 5/6/16

Aspen Specialty Insurance Co.

Environmental Legal Liability

6/21/16

Effective Date of Coverage

Bobbi Barlow

Producing Agent Name

A013832

License Number

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/07/2016

Consent item: Yes

SUBJECT: Award of Bid #16-12 Street Striping Project to Whiteleaf, LLC dba Traffic Solutions

DEPARTMENT: Public Works

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 award ITB-16-12, Street Striping Project, to Whiteleaf, LLC dba Traffic Solutions for a cost of $57,810.68, and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: Bids for ITB # 16-12, Street Striping Project, were publicly opened on March 25, 2016. The lowest, responsive and responsible bid was received from Whiteleaf, LLC dba Traffic Solutions for a total cost of $57,810.68.

The award of the bid would allow for a contracted removal and installation of new traffic control thermoplastic striping, paint striping, symbols, and legends on street pavements throughout the City to help improve vehicular traffic safety.

Accordingly, it is recommended that Bid #16-12 Street Striping Project be awarded to Whiteleaf, LLC dba Traffic Solutions for a total cost of $57,810.68.

Project No.: IMI002 Funding Account No.: 301-4300-541. 53-63

ATTACHMENTS:

1.	Standard Contract for Services	Whiteleaf LLC dba Traffic Solutions Standard Contract for Services with City of Port Orange.pdf
2.	Bid 16-12	SCOPE OF WORK.docx
3.	Intent to Award	ITB 16-12 Intent to Award.pdf
4.	Bid 16-12 Whiteleaf LLC DBA Traffic Solutions	Bid 16-12 Submission from Whiteleaf LLC DBA Traffic Solutions.pdf
5.	ITB 16-12 Tabulation Sheet	Bid 16-12 tabulation sheet.pdf

Mike Silvey Created/Initiated - 05/20/2016

Branford Adumuah	Approved - 05/20/2016
Tracey Riehm	Approved - 05/23/2016
Margaret Roberts	Approved - 06/02/2016
M. Jake Johansson	Final Approval - 06/02/2016

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2016**, 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 **WHITELEAF, LLC d/b/a TRAFFIC SOLUTIONS**, a Florida limited liability corporation whose principal address is 3001 Industrial Avenue Three, Fort Pierce, Florida 34946 ("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 replacement of deteriorate pavement markings with thermoplastic and/or paint on public streets, and parking lots, in accordance with Florida Department of Transportation ("FDOT"), Manual of Uniform Traffic Control Devices ("MUTCD"), and City standards, as further described in BID No. 16-12, attached hereto as Exhibit "1."

(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 the Contract is signed by the Parties and continue until September 30, 2016 (the "Term").

Manner and Place: As outlined in Exhibit "1," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, 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(s), 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(s) issued hereunder.

Authorization of Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of a written Purchase Order(s) issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Fifty-Seven Thousand Eight Hundred Ten and 68/100 Dollars ($57,810.68) for the term of this Contract. 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 Documents* The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

a. Front Page for Bond (F.S. § 255.05)
b. Combination Payment and Performance Bond (F.S. §255.05)

4. *Contract Administration*. The Director of Public Works, Branford N. Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City of other public property.

6. *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 22 of this contract concerning disputes.

7. *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.

8. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. *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.

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

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

11. *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.

12. *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 Limits: Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of $500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability Limits:	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. Limits: Additional Coverage:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
~~Property Insurance Builders Risk. Limits:~~ ~~Additional Coverage:~~	~~Buildings - Completed value of contract.~~ ~~"All Risk" coverage on latest ISO form or its equivalent.~~ ~~Permission granted to occupy.~~ ~~Owner named as inured AIMA~~	~~If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.~~
~~Professional Liability (Errors & Omissions) Limits:~~	~~Coverage $1,000,000 minimum~~	

13. *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.

14. *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.

15. *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.

16. *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.

17. *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.

18. *Additional Bond Security*. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense

19. *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.

20. *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.

21. *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.

22. *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.

23. *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.

24. *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.**

25. *Additional Provisions*. This Contract includes all 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.

26. *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.

27. *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: Branford N. Adumuah, Director of Public Works
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor:
Whiteleaf,LLC d/b/a Traffic Solutions
Attention: Dave Warner, Managing Member
3001 Industrial Avenue Three
Fort Pierce, Florida 34946
(772) 464-9737 – Telephone
mwarner@trafficsolutionsfl.com

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.

28. *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.

29. *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:

WHITELEAF, LLC d/b/a TRAFFIC SOLUTIONS

_____

Printed Name:_____

By:_____

Dave Warner, Managing Member

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

_____

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of June, 2016, by Dave Warner, as Managing Member of Whiteleaf, LLC, a Florida limited liability corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or
☐ has produced _____as identification.

_____

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

Witnesses:

CITY OF PORT ORANGE

_____ By:_____
Printed Name:_____ Allen Green, Mayor

_____ Date:_____
Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of June, 2016, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

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

_____ Date:_____
Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

"ATTACHMENT A"
REVISED BID FORM PER ADDENDUM 5
STREET STRIPING PROJECT
ITB # 16-12

Completed "Attachment A" form MUST be included with Bid Submission
Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: WHITELEAF LLC d.b.a. TRAFFIC SOLUTION
CONTACT PERSON: MARTIN WARNER
EMAIL ADDRESS: mwarner@trafficsolutionsfl.com
AUTHORIZED SIGNATURE: [signature]

GROUP I - FURNISH & INSTALL THERMOPLASTIC OR PAINT

Item #	Description	Estimated Quantities	Unit of Measure	Thermoplastic Double Drop Bead Application		Paint	
				Unit Price	Total Cost	Unit Price	Total Cost
1	4 " yellow stripe	53,464	Linear Foot	$ 0.35	$ 18,712.40	$ 0.08	$ 4,277.12
2	4" white stripe	23,320	Linear Foot	$ 0.35	$ 8,162.00	$ 0.08	$ 1,865.60
3	6" yellow stripe	7,003	Linear Foot	$ 0.50	$ 3,501.50	$ 0.14	$ 980.42
4	6" white stripe	416	Linear Foot	$ 0.50	$ 208.00	$ 0.14	$ 58.24
5	8" white stripe	25	Linear Foot	$ 1.00	$ 25.00	$ 0.14	$ 3.50
6	12" white stripe	1,108	Linear Foot	$ 2.50	$ 2,770.00	$ 0.30	$ 332.40
7	18" yellow stripe	175	Linear Foot	$ 3.50	$ 612.50	$ 0.60	$ 105.00
8	18" white stripe	30	Linear Foot	$ 3.50	$ 105.00	$ 0.60	$ 18.00
9	24" white stripe	1,000	Linear Foot	$ 5.00	$ 5,000.00	$ 0.50	$ 500.00
10	Arrow symbol-single left, thru or right	20	Each	$ 55.00	$ 1,100.00	$ 20.00	$ 400.00
11	Legend, Only	4	Each	$ 100.00	$ 400.00	$ 20.00	$ 80.00
				TOTAL	$ 40,596.40	TOTAL	$ 8,620.28
				GRAND TOTAL (GROUP I: Items 1 - 11)		$	49,216.68

GROUP II- LAYOUT & REMOVAL OF MARKINGS

Item #	Item / Task	Estimated Quantities	Unit of Measure	Thermoplastic		Paint	
				Unit Price	Total Cost	Unit Price	Total Cost
1	Removal of existing markings, per square foot	250	Square Foot	$ 2.00	$ 500.00	$ 1.00	$ 250.00
2	Removal of RPMs, each	440	Each	$ 1.00	$ 440.00	$ 0.10	$ 44.00
3	Supply and Install RPMs, each	440	Each	$ 4.00	$ 1,760.00	$ 2.50	$ 1,100.00
				TOTAL	$ 2,700.00	TOTAL	$ 1,394.00
4	Minimum Trip Charge		Each	$ 3,000.00	$ 3,000.00	$ 1,500.00	$ 4,500.00
				GRAND TOTAL (GROUP II: Items 1 - 4)		$	8,594.00

EXHIBIT "1"

SECTION 00090
SPECIFICATIONS

1. 0 SCOPE OF WORK

A. General Work: Requirements shall include the replacement of deteriorate pavement markings with thermoplastic and / or paint on public streets and parking lots.

B. New roadway construction: Shall include layout and stripping, in accordance with construction plans, as provided by the City. The above may include both permanent or temporary pavement markings in paint and subsequent final markings in thermoplastic following a new pavement cure time as directed by the Public Works Director or designee. Pavement cure time may range from forty- eight (48) hours to ten (10) days.

C. Replacement or modification of existing markings: Shall include, but not limited to, restriping in thermoplastic and / or paint at intersections, roadway segments, and public parking lots throughout the City as directed by the Public Works Director or designee.

1. Priority of restriping projects shall be as directed by the Public Works Director or designee, shall be reviewed periodically and is subject to change with reasonable notice.

2. Replacement of existing markings shall generally require restriping in thermoplastic and / or paint in the same pattern, pavement legends and symbols, stop bars, and crosswalks currently existing.

3. Modifications to existing markings shall be required at various times and locations. Some instances shall require removal of all non-applicable markings before, during, or immediately following installation of new markings.

4. Removal of existing pavement markings such that scars or traces of removed markings will not conflict with new stripes and markings through grinding, planning, or various means of high pressure water / steam removal shall accomplish pavement-marking removal. The use of black paint to obliterate non-applicable markings is contrary to FDOT, MUTCD and City standards and

shall be prohibited.

5. Special conditions shall permit new markings to be placed on top of existing markings when pattern or color changes are required. These special conditions and the appropriate modification of existing markings shall be reviewed and approved by the Public Works Director or designee.

D. Raised reflective pavement markers (RPMs): Shall include installation of new, replacement of existing, and removal of old RPMs. The City may supply the RPMs and adhesive (Bitumen). RPMs shall be installed in accordance with the FDOT standards index and / or City's stripping plans. Change / deviation from the FDOT standard index shall only be permitted with express written consent of the Public Works Director. Removal of existing RPMs shall be completed as to minimize damage of pavement surface. There may be limited situations where the City shall require the Contractor to provide the RPMs.

E. Application equipment: The contractor shall supply the all necessary tools and machines required to install, replace, modify, and remove thermoplastic paint and RPMs.

1. It shall be the contractor's responsibility to determine the most appropriate application equipment based on work description provided by the City in the form plans, on-site review and / or the pattern of the existing pavement markings.

2. The choice of equipment shall insure that the installation or replacement of all pavement markings are in accordance with FDOT standard index and shall be completed and satisfactory to the City.

3. ~~Installation or replacement of paving markings shall not require the use of LONG-LINE equipment.~~

F. Materials-contractor supplies: all traffic markings materials shall be one of the products listed on the FDOT Qualified Products List section 971. Exceptions shall only be permitted with express written consent from the City.

1.
Thermoplastic

2. Paint

3. Reflective glass spheres (beads)

4. RPMs (in limited situations)

G. Materials-City supplied
1. RPMs

2. Adhesive (Bitumen)

H. Removal and disposal of all excess, spent, or removed materials including, but not limited to, solvents shall be the sole responsibility of the Contractor. No materials, packing, buckets, container, paints, thermoplastic, solvents, or hazardous materials shall be disposed of on public, or private property, including road/street right-of-ways adjacent to or near the work site.

I. The Contractor shall follow all rules and regulations related to disposal of materials, as prescribed by OSHA and the State of Florida Department of Environmental Protection (DEP). Failure to do so, at a minimum, shall result in cancellation of this contract.

J. Maintenance of Traffic (MOT):

1. The Contractor shall be responsible for MOT at all times and shall comply with the Manual of Uniform Traffic Control Devices (MUTCD), Temporary Traffic Control (part 6), the Florida Department of Transportation roadway and Traffic Designs Standard Index (latest edition).

2. Lane or road closures shall not be permitted without prior consent of the City's Public Works Director or designee. The Contractor shall adhere to any and all time limits which may be imposed by the City.

3. Maintenance of Traffic plans (MOT) may be included as part of the pavement marking plans provided by City, or provided by the engineering consulting or engineer of record.

4. MOT may also be developed in the field or at the work site, with prior approval of the project manager.

5. The Contractor shall be required to show proof of certification that person(s) at supervisory level have completed successfully the International Municipal Signal Association (I.M.S.A), Safety in the Work Zone, and a minimum of

the American Traffic Safety Services Association (ATSSA), Worksite Traffic Supervisor, or FDOT approved Work Zone Safety certification. It is not required that this person remain on site at all, but he or she shall be familiar with any all proposed MOT plans and shall be held responsible for implementation and maintenance of work zone traffic control devices for the duration of the project.

6. If the work project requires the use of flag person(s) to satisfy maintain the flow of traffic, the flag person(s) shall be an employee of the Contractor. Personnel from labor pools or temporary agencies shall not be acceptable. The flag person shall be properly trained for this position.

7. Before, during and after the implementation of any MOT plan, it shall be the Contractor's responsibility to conduct his or her work so as to ensure minimal obstruction to normal pedestrian and vehicular traffic, including, but not limited to access to public and private property and inconvenience to the general public and residences in the vicinity of the work site.

8. The Contractor shall conduct all work to ensure protection of persons, vehicles, and other private property, in a manner deemed acceptable by the City.

9. All lane closures on multi-lane (3 or more) streets, roads, or highways shall require the use of a fully operational (truck or trailer) electronic flashing arrow panel to safely redirect the motoring public.

10. All lane closures and road closures shall be implemented so as to provide immediate, unobstructed access by emergency response vehicles and persons.

11. No work or MOT plan may interfere, obstruct, or compromise the proper functioning of roadside traffic control devices, gutter, storm water inlets, drainage ditches, irrigation equipment, or fire hydrants.

12. The Contractor shall be responsible for parking all maintenance and application equipment safely at or near the work site without blocking sight distance of motorists and pedestrians at intersections and driveways (public and private).

13. The Contractor may use the public right-of-way (when and where adequately available) for parking/storing vehicles, equipment and materials, but the Contractor shall be responsible for restoring the right-of-ways to its original condition immediately following completion of the project.

14. The contractor shall be responsible for securing permission to park/store vehicles, equipment, and materials on private property prior to beginning

any work.

DAMAGES TO PRIVATE PROPERTY SHALL BE THE SOLE RESPONSIBILTY OF THE CONTRACTOR.

K. The City's Project Manager shall provide a work project schedule to the Contractor. It is anticipated that conditions may periodically cause delays in completing work projects. The Contractor shall notify the Project Manager as soon as possible following his or her knowledge of such delays.

1. Verbally by phone for delays of relatively short durations (2 days or less).

2. In writing for delays of extended duration (3 or more days).

L. It shall be the discretion of the Public Works Director to approve the delay or authorize completion of the work project, by others, outside the limitations of this bid document.

M. In the event of assignment of multiple work projects, the Project Manager shall establish priority of work to be completed by the Contractor.

N. Warranties: The Contractor shall fully warrant all materials furnished and/or installed against defects in materials or installation and meet the minimum performance specifications as listed in section 711 FDOT Standard Specification for Roads and Bridge Construction.

1. Failure to installed pavement markings paint, thermoplastic and RPMs and/or retro-reflectivity of same shall be remedied at the expense of the Contractor upon written notice from the City.

Exhibit "2"

Payment and Performance Bond

(Exhibit "2" includes a total of 3 pages)

RETURN RECORDED DOCUMENT TO:
City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)
Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor:	Whiteleaf, LLC d/b/a Traffic Solutions
Principal Business Address:	3001 Industrial Avenue Three Fort Pierce, Florida 34946
Contact Person:	Dave Warner, Managing Member
Phone Number:	(772) 464-9737

SURETY: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

OWNER: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: $57,810.68 **City Case/ Bid 16-12 Street Striping Services**

Description of Work: Bid 16-12 Street Striping Services

Project Location: Various locations in and around Port Orange, Volusia County, Florida

Legal Description: Various locations in and around Port Orange, Volusia County, Florida

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

RETURN RECORDED DOCUMENT TO:
City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Whiteleaf, LLC d/b/a Traffic Solutions
Bid 16-12 Street Striping Services

Bond No._____

Space Reserved for Recording Data

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Whiteleaf, LLC d/b/a Traffic Solutions,** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **FIFTY-SEVEN THOUSAND EIGHT HUNDRED TEN AND 68/100 DOLLARS ($57,810.68)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, 2016, entered into by and between the Principal and the City, for Street Striping Services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

(Capital Projects)
[MTR/sal 2015-02-10]

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2016.

Attest:

WHITELEAF, LLC d/b/a TRAFFIC SOLUTIONS
(Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Dave Warner, Managing Member

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

By:_____
Name:_____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: ***Date of BOND must not be prior to date of Contract.*** *If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.*

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

CITY OF PORT ORANGE, FLORIDA

Street Striping Project
BID #16-12

Prepared by:

City of Port Orange Purchasing Division

January 2016

Bid Release Date: January 6, 2016

Mandatory Pre-Bid Meeting Date & Time: January 20, 2016 **at 10:00 a.m.**

Last Day for Questions: January 27, 2016 **by 5:00 p.m.**

Bid Due Date & Time Envelope: February 11, 2016 **at 2:30 p.m.**

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

SECTION 00020

Legal Notice to Bidders
BID #16-12 Street Striping Project

Notice is hereby given that the City of Port Orange is accepting bids for Street Striping Project. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 P.M. on February 11, 2016** which may be amended by addendum issued by the City. All untimely bids will not be considered and will be returned to the bidder unopened. All bids will be evaluated to ensure they contain all required forms in order to deem the bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in council chambers.

There will be a Mandatory pre-bid meeting for the project at **10:00 A.M. (local time) on January 20, 2016** at City Hall, Council Chambers (1st floor) 1000 City Center Circle, Port Orange, Florida 32129. All bidders must attend. Failure to sign in and attend the entire mandatory pre-bid meeting shall result in disqualification of bid. The representative of each bidder shall be an authorized employee of the bidder and shall sign in accordingly. Only bidders attending a mandatory pre-bid meeting will be eligible to submit a bid.

DESCRIPTION: Replacement of deteriorated pavement markings with thermoplastic and / or paint on public streets and parking lots.

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

Copies of the bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com or from Diana M. Fye, CPPB, FCPA, Purchasing Manager, 1000 City Center Circle, Port Orange, Florida 32129 via email dfve@port- orange.org. All questions shall be directed **in writing** to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, dfve@port- orange.org and reference "Questions on BID #16-12 Street Striping Project" in the subject line. Last day for questions will be **January 27, 2016at 5:00PM.**

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory **bid bond** executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange. All bidders are required to complete and submit an original or certified copy of Certificate of Liability Insurance, the Public Entity Crime Statement, the Anti-Collusion Statement, the Drug Free Tie Bid Preference Statement,
No bids received after the time and date specified in the bid document will be considered. The City of Port Orange, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk's office** with one (1**)** original, five (5) copies and one (1) digital (CD or flash drive) version, addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, in a **SEALED ENVELOPE** plainly marked on the outside: **"**BID #16-12 -Street Striping Project".

Diana M. Fye, CPPB, FCPA, Purchasing Manager,
Legal Ad - First Time - **January 6, 2016**

SECTION 00025

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CITY OF PORT ORANGE
BID #16-12

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00030	Bidder Acknowledgement Form
00040	Bidder's Checklist
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00120	Statement of Bidder's Qualifications
00130	Listing of Previous Experience
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00170	Anti-Collusion Statement
00180	Drug Free/ Tie Preference Statement
00190	Standard Contract for Services
00200	Payment & Performance Bond

SECTION 00030

City of Port Orange

Purchasing Division 1000 City Center Circle Port Orange, Florida 32129 Telephone (386) 506-5718
Fax (386) 506-5711

BID #16-12

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Street Striping Project

BID RELEASE DATE: January 6, 2016

MANDATORY PRE-BID MEETING DATE & TIME: January 20, 2016 at 10:00 A.M. City Hall Chambers

BID DEADLINE FOR QUESTIONS: January 27, 2016 at 5:00 P.M.

BID DUE DATE & TIME: February 11, 2016 at 2:30 P.M. City Hall, City Clerk's Office

Bids Received After the Due Date And Time Will Not Be Accepted.

If returning as a "No Bid," please state reason (s):_____

BIDDER'S COMPANY NAME: _____

BIDDER'S COMPANY MAILING ADDRESS:

CITY-STATE-ZIP:

PHONE NUMBER: _____ FEIN:

EMAIL: _____

ACKNOWLEDGMENT OF ADDENDA: (You must circle the correct # of addenda issued) 0

1 2 3 4 5

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Port Orange, the bidder offers and agrees that if the bid is accepted, the bidder will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

X _____

AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

SECTION 00040

City of Port Orange

Purchasing Division 1000 City Center Circle Port Orange, Florida 32129 Telephone (386) 506-5718 Fax (386) 506-5711

BIDDER'S CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a Bid for the City of Port Orange

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; Supplies and/or services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the Purchasing Manager's name, address, phone numbers and e-mail address.** This is the only person (or their designee) you are allowed to communicate with regarding the BID and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-bid conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the Bid.
4. _____ **Take advantage of the "question and answer" period. Submit your questions to the** Purchasing Manager by the due date listed in the Bid and view the answers given in the formal "addenda" issued for the bid. All addenda issued for a Bid are posted on www.demandstar.com website and will include all questions asked and answered concerning the bid. It is the bidder's responsibility to be sure all addenda were received.
5. _____ **Follow the format required in the Bid** when preparing your response. Provide point-by point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions. Read and answer all questions and** requirements. Don't assume the City or evaluator/evaluation ranking committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The bids are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, bid acknowledgment form, exhibits, etc.
8. _____ **Check the website for Bid addenda's.** Before submitting your response, check the DemandStar website at www.demandstar.com to determine whether any addenda were issued for the Bid. If so, you must circle for each addenda issued on the "Bidder acknowledgement form."
9. _____ **Review and read the Bid document again to make sure that you have addressed all** requirements. Your original response and the requested copies must be identical and be complete.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Bid and within the document, and be sure to submit all required items on time. Late bid responses are never accepted.

SECTION 00050

BIDDER'S SUBMITTAL CHECKLIST

City of Port Orange

Purchasing Division 1000 City Center Circle
Port Orange, Florida 32129 Telephone (386)
506-5718 Fax (386) 506-5711

This checklist is for the Bidder's use in preparing their Bid. It is not intended to include all details necessary to prepare a bid and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid.

Bidder's Submittal Checklist:

Envelope: (1) original, (2) copies and (1) digital (CD or flash drive) version of the bid (tabbed, indexed, and placed in the following order)

- ☐ 1. Table of Contents (Section 00025)
- ☐ 2. Bidder Acknowledgement Form: (Section 00030)
- ☐ 3. Insurance certificates: Submit a copy (Section 00080)
- ☐ 4. Statement of Bidder's Qualifications (Section 00120)
- ☐ 5. Listing of Previous Experience: (Section 00130)
- ☐ 6. Subcontractors List: (Section 00140)
- ☐ 7. Bid Bond (Section 00150)
- ☐ 8. Public Entity Crime Statement: (Section 00160)
- ☐ 9. Anti-Collusion Statement (Section 00170)
- ☐ 10. Drug Free/Tie Preference Statement (Section 00180)
- ☐ 11. License (Contractor, Sunbiz, etc)
- ☐ 12. Permits / FL Certified Contractor's License
- ☐ 13. Schedule of Unit Prices: (Section 00095)
- ☐ 14. Total Base Bid: (Section 00100)
- ☐ 15. Local Business Affidavit (Section 00110 -optional)

SECTION 00060

CITY OF PORT ORANGE
PURCHASING DIVISION

STANDARD PURCHASE DEFINITIONS

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

1. Addendum means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.

3. Appropriate, Appropriated, or Appropriation means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.

4. Bid is a complete, properly signed response to an invitation for bid, which if accepted, would bind the Bidder to perform the resultant Contract.

5. Bidder is a person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

6. Bid Guaranty guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract

7. Bids are responses to an Invitation for Bids.

8. City means the City of Port Orange.

9. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.

10. Contractor means the person, firm or entity selling goods or services to the City under a Contract.

11. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.

12. Due Date means the date and time specified for receipt of Bids.

13. Goods are supplies, materials, or equipment.

14. Invitation for Bid (IFB) or Bid means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.

15. Lowest Responsible Bid means the Bid meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

16. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.

17. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

18. Offer means a complete signed response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation for Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, or a statement of qualifications and interest submitted in response to a Request for Qualifications.

19. Pre-Bid Conference means a conference conducted by the Purchasing Office, held in order to allow Bidders to ask questions about the proposed Contract and particularly the Contract specifications.

20. Professional Services means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice."

21. Purchase Order is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.

22. Services include all work or labor performed for the City on an independent contractor basis other than construction.

23. Solicitation means, as applicable, an Invitation for Bid, Request for Proposal, Request for Qualifications or a Request for Quotation.

24. Subcontractor means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract.

25. Unbalanced Bid means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

SECTION 00070

CITY OF PORT ORANGE
PURCHASING DIVISION

GENERAL REQUIREMENTS FOR BID

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

1. ACCEPTANCE BY CITY

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

2. ADDENDA

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

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

3. ANTI-COLLUSION STATEMENT

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud. Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Port Orange, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

4. APPLICABLE LAWS

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

5. ASSIGNMENT

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

6. CONTRACT

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

7. BID FORM COMPLETION, SUBMISSION AND RECEIPT OF BIDS

Unless otherwise specified, Bidder's shall use the bid forms supplied by the Purchasing Division. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until 2:30 P.M., on the date indicated in the bid documents or as addendum issued by the City.

Bids (Envelope) shall contain one (1) original, two (2) copies and (1) digital (CD or flash drive) version, unless otherwise indicated in the legal advertisement and shall be addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a SEALED ENVELOPE. The envelope shall be plainly marked on the outside to include the bid project name and bid number. Hand deliveries of envelopes shall be made to the Clerk's Office, 1st floor City Hall, City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129.

Bidders shall use the forms furnished by the City. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink. Bids transmitted by facsimile or email will not be accepted.

8. BID RETURNS

Bidders shall return all completed bids to the CITY of PORT ORANGE, Purchasing Division, 1000 City Center Circle, Port Orange, Florida 32129 by the date and time specified. Late bids will not be accepted and shall be returned to Bidders unopened.

9. BID PROTEST

Pursuant to City Code 2-277, any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision as set forth on a city council agenda item or other routinely used on-line government procurement service. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, bids, or replies, awarding contracts, reserving rights of further negotiation, or modifying or

amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. Saturdays, Sundays, and city holidays shall be excluded in the computation of the 72-hour time period established herein.

The formal written protest shall be filed with the Purchasing Manager, in writing within 10 calendar days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings.

a) As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to the City Manager, City Attorney, and Department Head involved and Supervisor directly involved in the acquisition.

b) The Purchasing Manager shall schedule within 7 business days, excluding weekends and holidays a meeting with the above mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.

c) If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final, however, the protestor can appeal the administrative decision to the Circuit Court in Volusia County, Florida within 30 days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

10. BID TABULATION
Bidders who wish to receive a copy of the bid tabulation may obtain it via www.demandstar.com or by contacting Diana M. Fye, CPPB, FCPA, the City of Port Orange, Purchasing Manager at dfye@port-orange.org

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

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

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

15. CONFLICT OF INSTRUCTIONS
If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

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

17. CONTRACT RENEWALS
Renewals may be made ONLY by written agreement between the CITY of PORT ORANGE and the bidder. Any price escalations are limited to those stated by the bidder on the original bid.

18. COOPERATIVE PURCHASING
The city manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the city would be served thereby, provided the same is in accordance with all applicable laws. In the event the city manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars ($25,000.00) would require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.)

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

20. COST INCURRED BY BIDDERS/PROPOSERS
All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the Bidder(s)/Proposer(s). No payment shall be made for any responses received, nor for any other effort required of or made by the Bidder(s)/Proposer(s) prior to commencement of work as defined by the contract approved by the City Council.

21. DEFAULT PROVISIONS
In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Debarment.

22. DELIVERY OF GOODS/SERVICES
1. All materials are to be delivered F.O.B.; City of Port Orange's designated facility.
2. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.
3. Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the

Purchase
Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.

4. When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as outlined in City Code 2-276 Suspension and Debarment.

23. DETERMINATION OF LOWEST AND BEST BIDDER

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

1. The ability, capacity and skill of the bidder to perform the contract.
2. Whether the bidder can perform the contract within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
4. The quality of performance of previous contracts.
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the bidder to provide further maintenance and service for the use of the subject of the contract.
9. The number and scope of conditions attached to the bid.
10. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

24. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. Further, all Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Bid/RFP.

25. DISQUALIFICATION OF BIDDER

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

26. EVALUATION

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

27. EVALUATING RFPs

The evaluation process is formally one conducted by a committee appointed by the Purchasing Manager as required by general law. The evaluation is based upon specific criteria outlined in the RFP. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this RFP process this short list will consist of no less than three vendors (Unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the RFP unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the RFP, one member of the Selection Committee is to consist of one (1) member from the City Council; and at least one member from the user department. Except as otherwise required by general law; the Selection Committee schedules oral presentations from the three firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

28. EXCEPTIONS TO SPECIFICATIONS

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

29. FACILITIES

The City reserves the right to inspect the bidder's facilities at any time.

30. FAILURE TO RESPOND

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

31. GOVERNING FORMS

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

32. GOVERNING LAW

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

The City of Port Orange is also governed by Florida Statutes 286.055 the Consultants Competitive Negotiations Act, as the method of selecting

architects, engineers and land surveyors. The City has utilize the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than $10,000.00 must have a signed, notarized "Public Entity Crimes Form to comply with Florida Statute Section 287.133 (3)(a). Every bid contains this State Form. Another State of Florida Form is the Drug Free Tie Bid Preference Form. This form is in accordance with Section 287.087, Florida Statutes.

33. GRANT FUNDING

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

34. HIPAA COMPLIANCE

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

35. IDENTICAL TIE BIDS

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process, as stipulated in City Code 2-267.

36. INDEMNIFICATION/HOLD HARM! ESS

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

37. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

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

38. INSPECTIONS & TESTING

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

39. INSURANCE

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

40. INSURANCE CANCELLATION

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

41. INVOICES AND PAYMENTS

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

42. IRREVOCABILITY OF PROPOSAL

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

43. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

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

44. LEGAL REQUIREMENTS

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

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

45. LICENSES, PERMITS AND TAXES

The Proposer shall comply with all rules, regulations, laws and permitting

requirements of the City, Volusia County, the State of Florida, and the U.S. Government now in force or hereafter to be adopted. The Proposer shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

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

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

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

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

50. OPTIONAL CONTRACT USAGE
As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

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

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

53. PREPARATION OF PROPOSAL
In preparing Proposals the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free/Tie Preference Statement, must be properly executed in ink .
Upon the prescribed Schedule of Unit Prices, all bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

54. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES
The City may, at its sole and absolute discretion, reject any and all, or parts of, proposals; re-advertise the Bid/RFP for new proposals; postpone or cancel, at any time, the Bid/RFP process; and the City Manager may waive any irregularities in the Bid/RFP or in the proposals received as a result of the Bid/ RFP, or to accept that proposal which best serves the interest of the City.

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

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

57. PROPRIETY INFORMATION
Responses to this Request for Proposals, upon receipt by the City, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

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

59. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

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

60. PURCHASE ORDER AND DELIVERY

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

61. QUESTIONS, INTERPRETATIONS

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

62. QUALITY

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

63. RIGHT OF WITHDRAWAL RFP

A RFP proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

64. RIGHTS TO RFP SUBMITTED MATERIAL

All proposals, responses, inquiries, or correspondence relating to or in reference to an RFP, and all reports, charts, and other documentation submitted by Proposers shall become the property of the City when received.

65. RIGHT OF NEGOTIATION RFP

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

66. RECORDS/AUDIT

The proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. These records unless exempt or confidential, shall be subject at all reasonable time to review, inspections, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

67. RECYCLED MATERIALS

CITY of PORT ORANGE encourages the use of products made of recycled materials.

68. REQUEST FOR ADDITIONAL INFORMATION

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

69. REJECTING OF BIDS, REBIDDING

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

70. REVIEW OF PROPOSALS

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

71. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered. Bidders are responsible for bearing all costs of permits, licenses, etc.

72. SAMPLES

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

73. SEPARATION AND DISTRIBUTION

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

The City will utilize Demand Star for distribution of BIDS and RFP'S at:

www.demandstar.com

In addition, vendors may obtain a PDF version of the RFP Proposal by submitting a request to the Purchasing Manager, e-mail: purchasing @port-orange.org.

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

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

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

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

78. STATE LICENSING REQUIREMENTS
All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State Of Florida's Department of State. The offeror shall have, prior to making this offer, met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation which evidence such qualifications with your response to the Bid/RFP; and, that the offeror shall provide follow-up evidence that the contractor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing your company to do business in the State of Florida; or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Bid/RFP. Information concerning certification with the Secretary of State can be obtained at http://ccfcorp.dos.state.fl.us/index.html. Contract documents shall be executed by an entities duly authorized officer as evidenced by entity records.

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

80. TAXES
The CITY of PORT ORANGE is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Tax Exemption Certificates will be furnished upon written request to the CITY of PORT ORANGE Purchasing Division.

81. TERM CONTRACTS
The CITY of PORT ORANGE acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the CITY. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

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

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

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

85. USE OF PROPOSAL FORMS
Proposers should complete the appropriate Proposal Form(s) included in the RFP. All blanks on the Proposal Forms should be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Proposal Forms. Failure to fully complete the appropriate Proposal Forms may result in disqualification of your proposal.

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

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

86. VARIANCES

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

87. WAIVER OF IRREGULARITIES

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

88. WARRANTIES

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

89. PUBLIC RECORDS COMPLIANCE

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

90. NON-EXCLUSIVITY:

91. LOCAL PREFERENCE:

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

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

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

92. 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.

93. SOVERIGN 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.

SECTION 00080

ADDITIONAL INFORMATION

TIMELINE

The schedule for the bid is as follows:

Bid release date	**January 6,2016**
Bid pre-bid meeting (mandatory)	**January 20, 2016** at 10:00 a.m.
Bid deadline for questions	**January 27, 2016** at 5:00 p.m.
Bid due date and time	**February 11, 2016** at 2:30 P.M. at the City Clerk's Office

MANDATORY PRE-BID MEETING

There will be a MANDATORY pre-bid meeting for the project at **10: 00 A.M. (local time) on January 20, 2016**. All bidders must attend. Failure to sign in and attend the entire mandatory pre-bid meeting shall result in disqualification of bid. The Mandatory pre-bid shall require attendance at city hall and **site visit**. The representative of each bidder shall be an authorized employee of the bidder and shall sign in accordingly before and after the site visit. The meeting will be held in the council chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. Only bidders attending a mandatory pre-bid meeting will be eligible to submit a bid.

BID SUBMISSION AND WITHDRAWAL

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

Bidders are required to submit one (1) original, two (2) copies, and (1) digital (CD or flash drive) version of all documents, sealed and marked on the outside of the package**, "BID #16-12, "Street Striping Project"** with the firm's name, address, city, state and zip code plainly labeled on the outside. Packages must be delivered to the City of Port Orange City Clerk's Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, FL 32129 on or before **February 11, 2016**

Due to the timing of mail service, the City cautions Bidders to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 p.m. (local time), February 11, 2016** or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

The contents of the envelope are described below:

Envelope (tabbed, indexed and placed in the following order: 1 original, 2 copies and 1 digital (CD or flash drive) version

1. Bidder Acknowledgement Form: (Section 00030)
2. Insurance certificates: Submit a copy (Section 00080)
3. Statement of Bidder's Qualifications (Section 00120)
4. Listing of Previous Experience: (Section 00130)
5. Subcontractors List: (Section 00140)
6. Bid Bond (Section 00150)
7. Public Entity Crime Statement: (Section 00160)
8. Anti-Collusion Statement (Section 00170)
9. Drug Free/Tie Preference Statement (Section 00180)
10. License (Contractor, Sunbiz, etc.)
11. Schedule of Unit Prices: (Section 00095)
12. Total Base Bid: (Section 00100)
13. Local Business Affidavit (Section 00110 -optional)

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

ADDITIONAL INFORMATION/ADDENDA

All questions shall reference "Questions on BID #16-12 Street Striping Project" in the subject line. All questions concerning this Bid shall be submitted *in writing* no later than 5:00 p.m. on January 27, 2016 to:

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

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

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

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

BID BONDS

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

PAYMENT & PERFORMANCE BONDS

Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

WITHDRAWL AND AWARD

NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida

All prices and fees quoted will be firm. The contract will be awarded to the LOWEST responsive, responsible bidder.

The bid will be awarded to one primary and one alternate, responsive, responsible bidder. In the event of non-performance by the primary, the alternate will be contracted.

INSURANCE REQUIREMENTS

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Bidder/Proposer shall maintain insurance during the life of the Contract. Bidder/Proposer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder'/proposer's

insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

Insurance	Standards	Comments
Workers' Compensation Limits: Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of $500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability Limits:	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business. Automobile Liability to include all automobiles. Limits: Additional Coverage:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. Limits: Additional Coverage:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) Limits:	Coverage- $1,000,000 minimum	

SECTION 00090
SPECIFICATIONS

1. 0 SCOPE OF WORK

A. General Work: Requirements shall include the replacement of deteriorate pavement

markings with thermoplastic and / or paint on public streets and parking lots.

B. New roadway construction: Shall include layout and stripping, in accordance with construction plans, as provided by the City. The above may include both permanent or temporary pavement markings in paint and subsequent final markings in thermoplastic following a new pavement cure time as directed by the Public Works Director or designee. Pavement cure time may range from forty- eight (48) hours to ten (10) days.

C. Replacement or modification of existing markings: Shall include, but not limited to, restriping in thermoplastic and / or paint at intersections, roadway segments, and public parking lots throughout the City as directed by the Public Works Director or designee.

1. Priority of restriping projects shall be as directed by the Public Works Director or designee, shall be reviewed periodically and is subject to change with reasonable notice.

2. Replacement of existing markings shall generally require restriping in thermoplastic and / or paint in the same pattern, pavement legends and symbols, stop bars, and crosswalks currently existing.

3. Modifications to existing markings shall be required at various times and locations. Some instances shall require removal of all non-applicable markings before, during, or immediately following installation of new markings.

4. Removal of existing pavement markings such that scars or traces of removed markings will not conflict with new stripes and markings through grinding, planning, or various means of high pressure water / steam removal shall accomplish pavement-marking removal. The use of black paint to obliterate non-applicable markings is contrary to FDOT, MUTCD and City standards and **shall be prohibited.**

5. Special conditions shall permit new markings to be placed on top of existing markings when pattern or color changes are required. These special conditions and the appropriate modification of existing markings shall be reviewed and approved by the Public Works Director or designee.

D. Raised reflective pavement markers (RPMs): Shall include installation of new, replacement of existing, and removal of old RPMs. The City may supply the RPMs and adhesive (Bitumen). RPMs shall be installed in accordance with the FDOT standards index and / or City's stripping plans. Change / deviation from the FDOT standard index shall only be permitted with express written consent of the Public Works Director. Removal of existing RPMs shall be completed as to minimize damage of pavement surface. There may be limited situations where the City shall require the Contractor to provide the RPMs.

E. Application equipment: The contractor shall supply the all necessary tools and machines required to install, replace, modify, and remove thermoplastic paint and RPMs.

1. It shall be the contractor's responsibility to determine the most appropriate application equipment based on work description provided by the City in the form plans, on-site review and / or the pattern of the existing pavement markings.

2. The choice of equipment shall insure that the installation or replacement of all pavement markings are in accordance with FDOT standard index and shall be completed and satisfactory to the City.

3. ~~Installation or replacement of paving markings shall not require the use of LONG-LINE equipment.~~

F. Materials-contractor supplies: all traffic markings materials shall be one of the products listed on the FDOT Qualified Products List section 971. Exceptions shall only be permitted with express written consent from the City.

1.
Thermoplastic

2. Paint

3. Reflective glass spheres (beads)

4. RPMs (in limited situations)

G. Materials-City supplied
1. RPMs

2. Adhesive (Bitumen)

H. Removal and disposal of all excess, spent, or removed materials including, but not limited to, solvents shall be the sole responsibility of the Contractor. No materials, packing, buckets, container, paints, thermoplastic, solvents, or hazardous materials shall be disposed of on public, or private property, including road/street right-of-ways adjacent to or near the work site.

I. The Contractor shall follow all rules and regulations related to disposal of materials, as prescribed by OSHA and the State of Florida Department of Environmental Protection (DEP). Failure to do so, at a minimum, shall result in cancellation of this contract.

J. Maintenance of Traffic (MOT):

1. The Contractor shall be responsible for MOT at all times and shall comply with the Manual of Uniform Traffic Control Devices (MUTCD), Temporary Traffic Control (part 6), the Florida Department of Transportation roadway and Traffic Designs Standard Index (latest edition).

2. Lane or road closures shall not be permitted without prior consent of the City's Public Works Director or designee. The Contractor shall adhere to any and all time limits which may be imposed by the City.

3. Maintenance of Traffic plans (MOT) may be included as part of the pavement marking plans provided by City, or provided by the engineering consulting or engineer of record.

4. MOT may also be developed in the field or at the work site, with prior approval of the project manager.

5. The Contractor shall be required to show proof of certification that person(s) at supervisory level have completed successfully the International Municipal Signal Association (I.M.S.A), Safety in the Work Zone, and a minimum of

the American Traffic Safety Services Association (ATSSA), Worksite Traffic Supervisor, or FDOT approved Work Zone Safety certification. It is not required that this person remain on site at all, but he or she shall be familiar with any all proposed MOT plans and shall be held responsible for implementation and maintenance of work zone traffic control devices for the duration of the project.

6. If the work project requires the use of flag person(s) to satisfy maintain the flow of traffic, the flag person(s) shall be an employee of the Contractor. Personnel from labor pools or temporary agencies shall not be acceptable. The flag person shall be properly trained for this position.

7. Before, during and after the implementation of any MOT plan, it shall be the Contractor's responsibility to conduct his or her work so as to ensure minimal obstruction to normal pedestrian and vehicular traffic, including, but not limited to access to public and private property and inconvenience to the general public and residences in the vicinity of the work site.

8. The Contractor shall conduct all work to ensure protection of persons, vehicles, and other private property, in a manner deemed acceptable by the City.

9. All lane closures on multi-lane (3 or more) streets, roads, or highways shall require the use of a fully operational (truck or trailer) electronic flashing arrow panel to safely redirect the motoring public.

10. All lane closures and road closures shall be implemented so as to provide immediate, unobstructed access by emergency response vehicles and persons.

11. No work or MOT plan may interfere, obstruct, or compromise the proper functioning of roadside traffic control devices, gutter, storm water inlets, drainage ditches, irrigation equipment, or fire hydrants.

12. The Contractor shall be responsible for parking all maintenance and application equipment safely at or near the work site without blocking sight distance of motorists and pedestrians at intersections and driveways (public and private).

13. The Contractor may use the public right-of-way (when and where adequately available) for parking/storing vehicles, equipment and materials, but the Contractor shall be responsible for restoring the right-of-ways to its original condition immediately following completion of the project.

14. The contractor shall be responsible for securing permission to park/store vehicles, equipment, and materials on private property prior to beginning

any work.

DAMAGES TO PRIVATE PROPERTY SHALL BE THE SOLE RESPONSIBILTY OF THE CONTRACTOR.

K. The City's Project Manager shall provide a work project schedule to the Contractor. It is anticipated that conditions may periodically cause delays in completing work projects. The Contractor shall notify the Project Manager as soon as possible following his or her knowledge of such delays.

1. Verbally by phone for delays of relatively short durations (2 days or less).

2. In writing for delays of extended duration (3 or more days).

L. It shall be the discretion of the Public Works Director to approve the delay or authorize completion of the work project, by others, outside the limitations of this bid document.

M. In the event of assignment of multiple work projects, the Project Manager shall establish priority of work to be completed by the Contractor.

N. Warranties: The Contractor shall fully warrant all materials furnished and/or installed against defects in materials or installation and meet the minimum performance specifications as listed in section 711 FDOT Standard Specification for Roads and Bridge Construction.

1. Failure to installed pavement markings paint, thermoplastic and RPMs and/or retro-reflectivity of same shall be remedied at the expense of the Contractor upon written notice from the City.

SECTION 00095
SCHEDULE OF UNIT PRICES

Vendor Name:

GROUP I- FURNISH & INSTALL THERMOPLASTIC OR PAINT				
Item	**Thermoplastic Double Drop Bead Application Unit Price per Linear Foot (LF)**	**Thermoplastic Single Drop Bead Application U nit Price per Linear Foot (LF)**	**Paint Unit Price per L i near Foot (LF)**	**Estimated Quantiles**
4 " yellow stripe				**53,464**
4" white stripe				**23,320**
6" yellow stripe				**7,003**
6" white stripe				**416**
6 " blue stripe				**0**
8" white stripe				**0**
12" white stripe				**1,108**
18" yellow stripe				**175**
18" white stripe				**30**
24" white stripe				**1,000**
Parking Stall (6" only)				**0**
Handicap parking stall (6" only)				**0**
Items listed below shall be priced per each				
NO PARKING FIRE LANE 48" in height				**0**
Arrow symbol-single left, thru or right				**20**
Arrow symbol -combination				**0**
Handicap Symbol				**0**
Legend, Various - 4 to 12 letters				**0**
Legend, Railroad (includes R's, X's & bars)				**0**
Legend, School (includes bars)				**0**
Legend, Only				**4**
Legend, Merge				**0**
Legend, Stop				**0**
	$0.00	$0.00	$0.00	
TOTAL GROUP I		$0.00		

GROUP II- LAYOUT & REMOVAL OF MARKINGS			Estimated Quantiles
Item / Task	**Thermoplastic Unit Price**	**Paint Unit Price**	
Striping Layout, Stripes, Per linear foot			0
Symbol Layout, each			0
Legend Layout, each			0
Clearing Dirt/grass from pavement for edgeline or other markings installation, per linear foot			0
Removal of existing markings, per square foot			250
Removal of RPMs, each			440
Installation Only RPMs, each			440
Supply and Install RPMs, each			0
Furnish and Install Wheel stops, each			0
	$0.00	$0.00	
Minimum Trip Charge		$0.00	
TOTAL GROUP II		$0.00	

Remainder of this page intentionally left blank

SECTION 00100

TOTAL BASE BID

BID #16-12: Street Striping Project

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, Is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient other investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings And Specifications for the work and from his/her own experience or from professional advice that the specifications are sufficient for the work to be done and he/she has examined the other contract documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The undersigned offers to furnish all materials, equipment and labor for the provision of Street Striping Project for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed attached and made a part of this Bid.

Company Name: _____

Contact Person / Title: _____

Mailing Address: _____State:_____ Zip:_____

Phone: _____ Fax: _____ E-Mail: _____

Signature: _____Submitted on: _____, 20 ___.

TOTAL BASE BID COST: _____
(In Words)

TOTAL BASE BID COST: _____(In Figures)

All bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

SECTION 00110 (Optional)
LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY
City of Port Orange

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

RFSQ/RFP/BID/CONTRACT/PROJECT # *(as applicable):* _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP:_____

Length of Time at Address Provided: _____
Physical Presence of Business: □ Headquarters. □ Manufacturing Facility, or □ Locally Owned Franchise

and within Legal Boundaries: □ The City of Port Orange □ Volusia County □ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: □ Corporation □ LLC □ Partnership □ Sole Proprietorship

□ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

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

ATTESTATION - I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

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

SWORN AND SUBSCRIBED BEFORE ME

THIS_____DAY OF _____, 20

SIGNATURE OF NOTARY PUBLIC

My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

SECTION 00120

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder.

B. Permanent main office address.

C. Date organized.

D. If a corporation, where incorporated.

E. How many years have you been engaged in the contracting business under your present firm or trade name?

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

G. General character of work performed by your company.

H. (1) Have you ever failed to complete any work awarded to you? If so, where and why?

H (2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.

I. Have you ever defaulted on a contract? If so, where and why?

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

K. List your major equipment currently owned or leased.

L. Experience in work similar to this type of project.

M. Background and experience of the principal members of your organization, including the officers.

N. Credit currently available: $ _____

O. Give bank reference: _____

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____day of 20

Name of Bidder

By:_____

Title

State of _____

County of_____

_____being duly sworn deposes and says that he is the

_____ of _____ and that the answers to the

Name of Organization

Foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this_____day of_____, 20 ____.

Notary Public My

commission expires:

SECTION 00130

LISTING OF PREVIOUS EXPERIENCE

Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide, or have in the past provided Street Striping Project equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	**Phone**	**Current Client? Y or N**	**Number of years service provided**	**Description of service**
1					
2					
3					

SECTION 00140

LISTING OF SUBCONTRACTORS

The bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

SECTION 150

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____as Principal and _____of the City of _____State of_____, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the _____hereinafter called the Owner, in the sum of _____Dollars ($ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

BID #16-12: Street Striping Project

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue. IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____day of_____, 20 ___, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____(Seal)
Name of Bidder

Witness

Signature of Officer

Corporate Principal

ATTEST:

President AFFIX
CORPORATE SEAL

By

AFFIX
CORPORATE SEAL

Corporate Surety

ATTEST:

Title

SECTION 00160

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant _____, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133 of the Florida Statutes for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.

2. The firm acknowledges that "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

3. The firm warrants that none of it employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm: ,

Name and Title

By: _____

Date:

The foregoing instrument was acknowledged before me this_____day of _____, 20 ___, by _____, as_____of _____and who: [___] is personally known to me; or [_____] has produced as identification.

SECTION 00170

ANTI-COLLUSION STATEMENT

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

SECTION 00180

DRUG FREE PREFERENCE STATEMENT

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, PROPOSED CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: _____

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

TITLE: _____

ADDRESS: _____

CITY AND STATE: _____

TELEPHONE: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Port Orange.

NO BID (REASON) _____

SECTION 00170

ANTI-COLLUSION STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

Name of Firm:_____

By: _____
Name and Title

Date:

The foregoing instrument was acknowledged before me this_____day of _____, 20__, by _____, as_____of _____and who: [___] is personally known to me; or [_____] has produced as identification.

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

SECTION 00190

CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this _____day of _____, **20** _, 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 _____, a _____corporation whose principal address is _____("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 following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

(b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ___ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, 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. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "__" attached hereto, subject to a limit up to but not to exceed $ _____. 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 Documents.* The following forms, attached as Exhibit "__," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

(a) Front Page for Bond (F.S. § 255.05)

(b) Combination Payment and Performance Bond (F.S. § 255.05)

4. *Contract Administration.* The _____shall perform contract administration of this Contract.

For notice provisions, see the paragraph below entitled "Notice."

5. *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 22 of this contract concerning disputes.

6. *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.

7. *Termination for Default.* Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. *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.

9. *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.

10. *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.

11. *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 Limits: Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of $500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability Limits:	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

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

12. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. *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.

14. *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.

15. *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.

16. *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.

17. *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.

18. *Additional Bond Security.* If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. *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.

20. *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.

21. *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 nondiscrimination 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.

22. ***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.**

23. ***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.**

24. ***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.**

25. ***Additional Provisions***. **As may have been outlined in _____and 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.

26. ***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.**

27. ***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: _____
1000 City Center Circle Port Orange, Florida 32129 (386) 506-_____

Contractor: _____
Attention: _____

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.

28. *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.

29. *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:

_____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____

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

_____

Printed Name:

Date:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this_____day of _____, 20__, by _____, as _____ of _____, a _____ corporation, and who: *[Notary: Please select one]*

□ is personally known to me; or
□ has produced _____as identification.

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

Witnesses:

CITY OF PORT ORANGE

By: _____
Allen Green, Mayor

Printed Name:

_____ Date: _____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____day of_____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

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

Printed Name:

_____ Date: _____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this_____day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

[CA ____]

RETURN RECORDED DOCUMENT TO:
City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)
Notice and Time Limitations Must Be In Accordance With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO.

PRINCIPAL:

Developer or Contractor: Principal Business
Address:

Contact Person: Phone Number:

SURETY:

Address:

Contact Person: Phone Number:

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: $_____ City Case/Project No.

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description:

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

RETURN RECORDED DOCUMENT TO:
City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Street Striping Project
Name of Project

City Project No. 16-02
Bond No._____

Space Reserved for Recording Data

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes

Guaranty for Construction of Public Improvements

BY THIS BOND, We_____as Principal, and_____ a corporation, as Surety, are bound to City of Port Orange, Florida, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____Dollars ($_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____having an effective date of _____, entered into by and between the Principal and the City, for Street Striping Project, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

(Capital Projects) Public Construction Bond

[MTR/gls 2014-01-03]

BID # 16-12 Street Striping Project

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of , 20 .

Attest: **_____**
(Name of Principal)

_____ By: _____
(As to Corporate Principal) Secretary Name/Title:.

_____ *(Corporate Seal)*
(Witness to Principal)

(Surety)

(Witness to Surety) **By: Name: (Attorney-in-Fact)**

(Corporate Seal)

NOTE: ***Date of BOND must not be prior to date of Contract.*** *If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.*

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

INTENT TO AWARD

ITB # 16-12

ITB #16-12 Street Striping Project

04-11-16

Purchasing received four (4) submittals for ITB # 16-12 Street Striping Project on March 25, 2016

After review of the proposals submitted, City staff have determined intent to award to Whiteleaf LLC. DBA Traffic Solutions of Fort Pierce Florida.

Recommendation to award will be presented for City Council approval on May 17, 2016.

Diana M. Fye, CPPB, FCPA
Purchasing Manager

SECTION 00030

City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

BID #16-12

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Street Striping Project

BID RELEASE DATE: January 21, 2016

MANDATORY PRE-BID MEETING DATE & TIME: February 4, 2016 at 10:00 A.M. City Hall Chambers

BID DEADLINE FOR QUESTIONS: February 11, 2016 at 5:00 P.M.

BID DUE DATE & TIME: February 25, 2016 at 2:30 P.M. City Hall, City Clerk's Office

Bids Received After the Due Date And Time Will Not Be Accepted.

If returning as a "No Bid," please state reason (s): N/A

BIDDER'S COMPANY NAME: WHITELEAF LLC dba TRAFFIC SOLUTIONS

BIDDER'S COMPANY MAILING ADDRESS: 3001 INDUSTRIAL AVE 3

CITY-STATE-ZIP: FORT PIERCE, FL. 34946

PHONE NUMBER: 772 464 9737 FEIN: 65-0968383

EMAIL: MWarner@trafficsolutionsfl.com

ACKNOWLEDGMENT OF ADDENDA: **(You must circle the correct # of addenda issued)** 0 1 2 3 4 (5)

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Port Orange, the bidder offers and agrees that if the bid is accepted, the bidder will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

X _____
AUTHORIZED SIGNATURE (MANUAL)

MARTIN WARNER
NAME (TYPED)

MANAGING MEMBER
TITLE

03/22/16
DATED

TRAFSOL-01 HARRISM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Brenda Laflamme
Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	PHONE (A/C, No, Ext): (407) 788-3000 FAX (A/C, No): (407) 788-7933 E-MAIL ADDRESS: Brenda.Laflamme@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Admiral Insurance Company	24856
INSURER B: Twin City Fire Insurance Company	29459
INSURER C: North River Insurance Company	21105
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Traffic Solutions - Ft. Pierce
3001 Industrial Ave. 3
Fort Pierce, FL 34946

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:			CA000014931-06	04/23/2015	04/23/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X PIP: $10,000			21 UEN QT 6929	09/24/2015	09/24/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			582-103307-7	04/23/2015	04/23/2016	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured Continued: Whiteleaf Inc, dba Gene's Striping, Gene's Striping, LLC, Gene's Striping, LLC dba Traffic Solutions, Traffic Signs Direct, LLC, Chiltern Holdings, LLC, Banjo Holdings, LLC and Whiteleaf LLC dba Traffic Solutions, Traffic Signs and Distribution, LLC, Traffic Supplies Distribution, LLC, Kimble Construction, LLC

CERTIFICATE HOLDER

WHITELEAF, LLC DBA Traffic Solutions
3501 South Sanford Ave
Sanford, FL 32773

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

- A034287

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CERTIFICATE OF LIABILITY INSURANCE

Date: 12/15/2015

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		

Insured: South East Personnel Leasing, Inc.& Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ ☐ Claims Made ☐ Occur ☐ ☐ General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ ☐				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2016	01/01/2017	X WC Statutory Limits ☐ OTH-ER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000

Other **Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 93-67-202

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Whiteleaf, LLC dba Traffic Solutions

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name: FOR BID PURPOSES ONLY

ISSUE 06-15-15 (TLD)

Begin Date 11/3/2013

CERTIFICATE HOLDER

Whiteleaf, LLC dba Traffic Solutions

3501 S. Sanford Ave
Sanford, FL 32773

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

SECTION 00120

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder. WHITELEAF LLC dba TRAFFIC SOLUTIONS

B. Permanent main office address. 3001 INDUSTRIAL AVE 3, FT PIERCE, FL 34946

C. Date organized. JANUARY 2000

D. If a corporation, where incorporated. LLC, NOT A CORPORATION

E. How many years have you been engaged in the contracting business under your present firm or trade name? 16 YEARS

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) SEE ATTACHMENT A.

G. General character of work performed by your company. PAVEMENT MARKING, SIGN MANUFACTURE AND INSTALLATION.

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why? NO.

H (2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. NONE.

I. Have you ever defaulted on a contract? If so, where and why? NO.

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. SEE ATTACHMENT B.

K. List your major equipment currently owned or leased. SEE ATTACHMENT C

L. Experience in work similar to this type of project. SEE ATTACHMENT A

M. Background and experience of the principal members of your organization, including the officers. SEE ATTACHMENT D

N. Credit currently available: $ 1,000,000

O. Give bank reference: LYNDA GIBSON - PNC BANK (772) 360-3110

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES.

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this 23 RD day of MARCH 2016.

Name of Bidder
MARTIN WARNER

By: MANAGING MEMBER
Title

State of Florida

County of St. Lucie

Martin Warner being duly sworn deposes and says that he is the Managing Member of Traffic Solutions and that the answers to the Name of Organization.

Foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 23rd day of March, 2016.

Notary Public

KELLY FARNHAM
MY COMMISSION # FF 088969
EXPIRES: June 1, 2018
Bonded Thru Notary Public Underwriters

My commission expires:

6/1/18

SECTION 00130

LISTING OF PREVIOUS EXPERIENCE

Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide, or have in the past provided **Street Striping Project** equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	KEN VREELAND	(772) 260-1971	Y	12	MARTIN COUNTY ANNUAL PAVEMENT MARKING CONTRACT
2	GENE SNEDEKER	(772) 216-6041	Y	10	ST LUCIE COUNTY ANNUAL PAVEMENT MARKING CONTRACT
3	JOHNNY SPURLOCK	(407) 836-5635	Y	1	ORANGE COUNTY ANNUAL PAVEMENT MARKING CONTRACT
	JUSTIN SHERK	(352) 671-8444	Y	1	MARION COUNTY ANNUAL PAVEMENT MARKING CONTRACT
	NICK BLIZZARD	(352) 351-6707	Y	1	CITY OF OCALA ANNUAL PAVEMENT MARKING CONTRACT
	MIKE BUNK	(727) 847-8139	Y	1	PASCO COUNTY ANNUAL PAVEMENT MARKING CONTRACT
	VARIOUS		Y	16	MULTIPLE FDOT CONTRACTS (SEE ATTACHMENT A.)

SECTION 00140

LISTING OF SUBCONTRACTORS

The bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
N/A		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

NONE AT THIS TIME AS WE SELF PERFORM. WE HAVE SEVERAL DBE CERTIFIED COMPANIES THAT WE SUBCONTRACT WORK TO IF REQUESTED BY OWNER.

SECTION 150

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Whiteleaf, LLC d/b/a Traffic Solutions as Principal and The Guarantee Company of North America USA of the City of Southfield State of Michigan, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Port Orange hereinafter called the Owner, in the sum of -- Five Percent of the Amount Bid -- Dollars ($ 5% of Bid) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

BID #16-12: Street Striping Project

NOW, THEREFORE, if the Principal shall not withdraw said Bid within **ninety (90)** days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue. IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 25th day of March, 2016, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

Witness

Whiteleaf, LLC d/b/a Traffic Solutions (Seal)
Name of Bidder

Signature of Officer

MARTIN WAGNER - MANAGING MEMBER

Corporate Principal

ATTEST: Earnham

President AFFIX
CORPORATE SEAL

By David Warner
AFFIX
CORPORATE SEAL

The Guarantee Company of North America USA
Corporate Surety

April Lively Title
Attorney-in-Fact & Florida Licensed Resident Agent
Inquiries: (407) 834-0022

ATTEST:

N/A

THE GUARANTEE™

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Bryce Guignard, Paul J. Ciambriello, Margie L. Morris, April Lively, Jennifer McCarta, Deborah Ann Tritt
Guignard Company

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer — **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 25th day of March 2016.

Randall Musselman, Secretary

SECTION 00160

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant MARTIN WARNER, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133 of the Florida Statutes for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.

2. The firm acknowledges that "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

3. The firm warrants that none of it employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm: WHITELEAF LLC dba TRAFFIC SOLUTIONS

By: MARTIN WARNER - MANAGING MEMBER
Name and Title

Date: 03/23/16

The foregoing instrument was acknowledged before me this 23rd day of March, 2016, by Martin Warner, as Managing Member of Traffic Solutions and who: [✓] is personally known to me; or [ ] has produced _____ as identification.

Ormond Beach, FL

Notary Public, State of FL
Printed Name, Commission Seal and Term Expiration Date
Kelly Farnham, 6/1/18

KELLY FARNHAM
MY COMMISSION # FF 088969
EXPIRES: June 1, 2018
Bonded Thru Notary Public Underwriters

SECTION 00170

ANTI-COLLUSION STATEMENT

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, PROPOSED CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: WHITELEAK, LLC dba TRAFFIC SOLUTIONS

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

TITLE: MANAGING MEMBER

ADDRESS: 3001 INDUSTRIAL AVE 3

CITY AND STATE: FORT PIERCE, FL. 34946

TELEPHONE: 772 464 9737

COMPLETION TIME: 1 YEAR.

F.E.I.N. NUMBER: 65-0968383

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Port Orange.

NO BID (REASON) N/A

SECTION 00180

DRUG FREE PREFERENCE STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

Name of Firm: WHITELEAF LLC dba TRAFFIC SOLUTION

By: _____ MARTIN WARNER
Name and Title MANAGING MEMBER

Date: 03/23/16

The foregoing instrument was acknowledged before me this 23rd day of March, 2016 by Martin Warner, as Managing Member of Traffic Solutions and who: [✓] is personally known to me; or [ ] has produced _____ as identification.

_____
Notary Public, State of FL
Printed Name, Commission Seal and Term Expiration Date
Kelly Farnham, 6/1/18

KELLY FARNHAM
MY COMMISSION # FF 088969
EXPIRES: June 1, 2018
Bonded Thru Notary Public Underwriters

2015 / 2016 **ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT** RECEIPT # 1005822

CHRIS CRAFT, ST. LUCIE COUNTY TAX COLLECTOR

EXPIRES SEPTEMBER 30, 2016

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 12

TYPE OF BUSINESS 7299 MISC/PUBLIC SERVICE (HIGHWAY STRIPING)

BUSINESS/ Whiteleaf Inc

DBA NAME Whiteleaf Inc
MAILING ADDRESS Whiteleaf Inc
3001 Industrial Ave 3
Fort Pierce, FL 34946

BUSINESS LOCATION 3001 Industrial Ave 3
Fort Pierce, FL 34946
St Lucie County

RENEWAL	
ORIGINAL TAX	$27.55
PENALTY	
COLLECTION COST	
TOTAL	$27.55

Paid 07/22/2015 27.55 0025-20150722-016969

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the Local Business Taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession, or occupation.

Pursuant to State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from $1.00 to $5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, of the business year.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county or cities. It also does not exempt the Local Business Taxpayer from any other taxes, licenses or permits that may be required by law.

Local Business Taxes are subject to change according to law.

Whiteleaf Inc
3001 Industrial Ave 3
Fort Pierce, FL 34946

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company

WHITELEAF, LLC

Filing Information

Document Number	L14000000904
FEI/EIN Number	65-0968383
Date Filed	12/13/2013
Effective Date	12/03/1999
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	10/29/2014
Event Effective Date	NONE

Principal Address

3001 Industrial Ave Three
FORT PIERCE, FL 34946

Changed: 03/18/2015

Mailing Address

3001 Industrial Ave Three
FORT PIERCE, FL 34946

Changed: 03/18/2015

Registered Agent Name & Address

WARNER, DAVID
3001 INDUSTRIAL AVENUE 3
FORT PIERCE, FL 34946

Name Changed: 10/29/2014

Address Changed: 03/18/2015

Authorized Person(s) Detail

Name & Address

Title MGRM, President

WARNER, DAVE
3001 Industrial Ave Three
FORT PIERCE, FL 34946

Title MGRM

WARNER, MARTIN
3001 Industrial Ave Three
FORT PIERCE, FL 34946

Annual Reports

Report Year	Filed Date
2014	04/16/2014
2014	08/27/2014
2015	03/18/2015

Document Images

03/18/2015 -- ANNUAL REPORT	View image in PDF format
10/29/2014 -- LC Amendment	View image in PDF format
08/27/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
04/30/2014 -- Merger	View image in PDF format
04/16/2014 -- ANNUAL REPORT	View image in PDF format

12/13/2013 -- Florida Limited Liability View image in PDF format

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Fictitious Name Detail

Fictitious Name

WHITELEAF, LLC DBA TRAFFIC SOLUTIONS

Filing Information

Registration Number	G14000004868
Status	ACTIVE
Filed Date	01/14/2014
Expiration Date	12/31/2019
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	65-0968383

Mailing Address

3501 SOUTH SANFORD AVE
SANFORD, FL 32773

Owner Information

WHITELEAF, LLC
3501 SOUTH SANFORD AVE
SANFORD, FL 32746
FEI/EIN Number: 65-0968383
Document Number: L14000000904

Document Images

01/14/2014 -- Fictitious Name Filing | View image in PDF format

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FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

February 8, 2016

WHITELEAF, LLC DBA TRAFFIC SOLUTIONS
3501 SOUTH SANFORD AVE
SANFORD FL 32773

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 3/30/2017. However, the new application is due **1/31/2017**.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
https://www3.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
PAVEMENT MARKING, ROADWAY SIGNING

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Alan D Autry

Digitally signed by Alan D Autry
DN: c=US, o=Entrust, ou=FLDS Business Representative, ou=FLORIDA DEPARTMENT OF TRANSPORTATION, cn=Alan D Autry, 0.9.2342.19200300.100.1.1=A01410C000001402E2F2918B00004F6
Date: 2016.02.08 12:56:05 -05'00'

Alan Autry, Manager
Contracts Administration Office

AA:cj

Contractor Pre-Qualification (CPQ)

Logout
DWARNER@TRAFFICSOLUTIONSFL.C

Update Work Underway Help

Annual Application

2/5/2016 3:34:24 PM EST

Vendor Stakeholders Affiliates Work Classes Financial Contracts Manage
Attach Financial Statements Additional Documentation Submit Application Summary

Vendor Number: F650968383001
Name: WHITELEAF, LLC DBA TRAFFIC SOLUTIONS
Application Status: COMPLETED
Fiscal Year End Date: 9/30/2015
Application Due Date: 1/31/2016

Adjusted Current Ratio:	1.73		
Ability Score:	94	**Surety Multiplier:**	0
Ability Factor:	14	**Calculated Maximum Bid Capacity:**	$ 51,600,000.00
Adjusted Net Worth:	$ 2,130,659.00		

Document	Mailed	Received	Attached
Audited or Reviewed Financial Statements	1/27/2016	1/27/2016	N/A
Affidavit	1/27/2016		2016 AFFADAVIT.PDF Request Document
Equipment	1/27/2016		FDOT EQUIPMENT LIST FORM REVISED 1-2016.XLS Request Document
Surety Letter	1/27/2016		2016 SURETY LETTER.PDF Request Document
Letters of Recommendation			
Audited or Reviewed Financial Statements	N/A	N/A	9.30.15 WHITELEAF AUDITED FINANCIALS.PDF Request Document
Additional Document	N/A	N/A	

"ATTACHMENT A"
REVISED BID FORM PER ADDENDUM 5
STREET STRIPING PROJECT
ITB # 16-12

Completed "Attachment A" form MUST be included with Bid Submission
Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: WHITELEAF LLC d6a TRAFFIC SOLUTION
CONTACT PERSON: MARTIN WARNER
EMAIL ADDRESS: mwarner@trafficsolutionsfl.com
AUTHORIZED SIGNATURE:

GROUP I - FURNISH & INSTALL THERMOPLASTIC OR PAINT

Item #	Description	Estimated Quantities	Unit of Measure	Thermoplastic Double Drop Bead Application		Paint	
				Unit Price	Total Cost	Unit Price	Total Cost
1	4 " yellow stripe	53,464	Linear Foot	$ 0.35	$ 18,712.40	$ 0.08	$ 4,277.12
2	4" white stripe	23,320	Linear Foot	$ 0.35	$ 8,162.00	$ 0.08	$ 1,865.60
3	6" yellow stripe	7,003	Linear Foot	$ 0.50	$ 3,501.50	$ 0.14	$ 980.42
4	6" white stripe	416	Linear Foot	$ 0.50	$ 208.00	$ 0.14	$ 58.24
5	8" white stripe	25	Linear Foot	$ 1.00	$ 25.00	$ 0.14	$ 3.50
6	12" white stripe	1,108	Linear Foot	$ 2.50	$ 2,770.00	$ 0.30	$ 332.40
7	18" yellow stripe	175	Linear Foot	$ 3.50	$ 612.50	$ 0.60	$ 105.00
8	18" white stripe	30	Linear Foot	$ 3.50	$ 105.00	$ 0.60	$ 18.00
9	24" white stripe	1,000	Linear Foot	$ 5.00	$ 5,000.00	$ 0.50	$ 500.00
10	Arrow symbol-single left, thru or right	20	Each	$ 55.00	$ 1,100.00	$ 20.00	$ 400.00
11	Legend, Only	4	Each	$ 100.00	$ 400.00	$ 20.00	$ 80.00
				TOTAL	$ 40,596.40	TOTAL	$ 8,620.28
					GRAND TOTAL (GROUP I: Items 1 - 11)		$ 49,216.68

GROUP II- LAYOUT & REMOVAL OF MARKINGS

Item #	Item / Task	Estimated Quantities	Unit of Measure	Thermoplastic		Paint	
				Unit Price	Total Cost	Unit Price	Total Cost
1	Removal of existing markings, per square foot	250	Square Foot	$ 2.00	$ 500.00	$ 1.00	$ 250.00
2	Removal of RPMs, each	440	Each	$ 1.00	$ 440.00	$ 0.10	$ 44.00
3	Supply and Install RPMs, each	440	Each	$ 4.00	$ 1,760.00	$ 2.50	$ 1,100.00
				TOTAL	$ 2,700.00	TOTAL	$ 1,394.00
4	Minimum Trip Charge		Each	$ 3,000.00	$ 3,000.00	$ 1,500.00	$ 4,500.00
					GRAND TOTAL (GROUP II: Items 1 - 4)		$ 8,594.00

SECTION 00100

TOTAL BASE BID

BID #16-12: Street Striping Project

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, Is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient other investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings And Specifications for the work and from his/her own experience or from professional advice that the specifications are sufficient for the work to be done and he/she has examined the other contract documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The undersigned offers to furnish all materials, equipment and labor for the provision of **Street Striping Project** for the City of Port Orange, Florida, complete in every respect in strict accordance with the specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed attached and made a part of this Bid.

Company Name: WHITELEAF LLC dba TRAFFIC SOLUTIONS

Contact Person / Title: MARTIN WARNER - MANAGING MEMBER

Mailing Address: 3001 INDUSTRIAL AVE 3, FT PIERCE **State:** FL **Zip:** 34946

Phone: 772 464 9737 **Fax:** 772 429 3458 **E-Mail:**

Signature: _____ **Submitted on:** MARCH 22ND, 2016

TOTAL BASE BID COST: fifty seven thousand, eight hundred ten dollars and sixty eight cent
(In Words)

TOTAL BASE BID COST: $57,810-68 (In Figures)

All bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

ATTACHMENT A, PG 1

CURRENT CONTRACT VALUE (MAINTENANCE)

March 1, 2016

DOT JOBS			PRIVATE JOBS		
CONTRACTOR	JOB NAME	AMOUNT	CONTRACTOR	JOB NAME	AMOUNT
FDOT	E7J28-RO & -R1, Pushbutton	$ 443,281.94	City of Cape Canaveral	Annual Striping, #2015-10	$ 267.16
FDOT	E6I99, Pushbutton	$ 281,993.69	City of Ocala	PWD 15-034	$ 79,891.25
FDOT	E7J53-RO & -R1	$ 106,435.90	City of Okeechobee	Annual Striping	
FDOT	E4Q76, PBC Pushbutton	$ 125,577.03	City of Stuart	PO #2015335	$ 6,890.00
FDOT	E4Q75-R0 & -R1, PBC	$ 400,779.12	City of Tampa	PO #115219209	$204,786.26
[redacted]			City of WinterHaven	Annual Pavement Markings	$ 51,813.50
FDOT	E6J08-RO, Miami Dade	$ 9,935.30	Marion County	Annual Striping, 15B-058	$ 2,881.35
FDOT	E8P42, PBC, Broward, M/D	$ 113,029.37	Martin County	Annual PO #P1501879	$ 103,278.65
FDOT	E1O74-R0, Glades & Hendry	$ 7,263.98	Okeechobee Co	Annual	
FDOT	E7K59, Hillsborough	$ 329,117.50	Orange County	Annual Striping, Y15-163A	$ 807,274.66
FDOT	E5T50, Brevard County	$ 513,500.00	Pasco County	Annual Striping, per PO	$ 35,000.00
FDOT	E4R22, Palm Beach County	$ 25,000.00	St. Lucie County	Annual PO #P1600661	$ 37,276.60
FDOT	E8P78, Maimi-Dade/Broward	$ 75,079.00	Town of Jupiter	EPW 2015-04 - RENEWAL	$ 115,053.75
FDOT	E4R24, Broward County	$ 250,000.00	Village of Wellington	Rdwy Markings & RPMs	$ 202,749.75
FDOT	E4R25, Martin, St Lucie, Ind	$ 50,000.00			
FDOT	E4R34, Broward County	$ 800,000.00			
FDOT	E8P77, Broward County	$ 2,304.00			
Southern States	E2Q62, Duval County	$ 7,808.73			
	Performance Pavement Marking Contracts				
	WL/Southern States - 50% contract value recorded				
FDOT	E5P96, Marion Co (5 yrs)	$ 710,550.00			
FDOT	E5Q37, Lake Co (5 yrs)	$ 619,000.00			
FDOT	E5Q42, Seminole Co (5 yrs)	$ 1,067,941.66			
FDOT	E5Q49, Volusia Co (5 yrs)	$ 439,256.65			
FDOT	E5Q74, Volusia Co	$ 348,163.21			
FDOT	E1M77, Manatee & Sar (3 yrs)	$ 376,666.67			
FDOT	E5Q75, Orange County	$ 313,793.89			
FDOT	E2T22, Pushbutton	$ 354,874.72			
	DOT TOTAL	**$7,948,391.60**		**PRIVATE TOTAL**	**$1,647,162.93**

JOBS TOTAL $9,595,554.53

Estimates	Total	#
DOT		
Private		
Total	0.00	0

Highest		
	Maint New Contract Total	$ 150,000.00
	Previous Total	*10,367,027.78*
	New Total	*9,595,554.53*
	Difference	*-771,473.25*

CURRENT CONTRACT VALUE (CONSTRUCTION)

as of March 1, 2016

DOT JOBS

CONTRACTOR	JOB NAME	AMOUNT
Astaldi	SR 589, E8M62	$ 156,065.78
Astaldi	SR 5, T5431	$ 5,110.30
Community	SR 9, E4M78	$ 554,529.95
Conalvias	SR 688, Pinellas, T7292	$ 82,193.06
DeMoya	I4 Widening	$ 1,751,550.94
GLF	SR 589, E8M60	$ 415.37
Hubbard	SR 528, E8P02	$ 546,091.29
Lane	SR 9, E5R39	$ 15,523.58
Lane	SR 536, T5510	$ 144,882.39
Prince	SR 93A, Tampa	$ 159,899.12
Prince	SR 41/US 301, T7311	$ 88,084.33
Prince	SR 50, T5469	$ 96,505.49
Ranger	I75, Segment D, E4P08	$ 210,606.36
Ranger	I75, Segment C, E4N98	$ 81,620.27
Skanska/Ajax	I275, E7F75	$ 72,143.07
Southern States	Overland Bridge, E2P14	$ 43,219.29
Southern States	Sisters Creek	$ 9,309.93
	*NOTE - Remaining contract value on Astaldi SR 5 and GLF SR 589 are low due to previous billings of waterblasting and daily minimums which are outside of contract value.	
	DOT TOTAL	$4,017,750.52

PRIVATE JOBS

CONTRACTOR	JOB NAME	AMOUNT
Gibbs & Register	Burnt Store Rd	$ 60,614.14
Gibbs & Register	ECF Rail Trail	$ 4,412.50
	PRIVATE TOTAL	$65,026.64

JOBS TOTAL $4,082,777.16

	Total	#	Highest
Estimates			
Private	639,520.03	5	294,607.40
DOT	280,731.54	2	179,667.75
Total Estimates	920,251.57	7.00	

Construction New Contract Total	$ -
Previous Total	*4,232,653.18*
New Total	*4,082,777.16*
Difference	*-149,876.02*

ATTACHMENT B

Completed Contracts - 2015

What contracts and subcontracts has your organization completed?

[illegible]	[illegible]	[illegible]	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
$340,400.00	Pavement Marking	2015	OOCEA	Central Florida Expressway Authority
$83,800.00	Pavement Marking Roadway Signing	2015	Palm Bay Parkway	Community Asphalt Corp, 14005 NW 186th St., Hialeah, FL 33018, Manny Aguiar
$155,300.00	Pavement Marking	2015	SR 91, E8L99, Golden Glades	Community Asphalt Corp, 14005 NW 186th St., Hialeah, FL 33018, Manny Aguiar
$175,400.00	Pavement Marking Roadway Signing	2015	SR 869, Sawgrass Expwy	Community Asphalt Corp, 14005 NW 186th St., Hialeah, FL 33018, Manny Aguiar
$661,900.00	Pavement Marking	2015	SR 9, E4L95	DeMoya Group
$35,500.00	Pavement Marking Roadway Signing	2015	CR 68	Dickerson Florida, Inc., PO Box 910, Fort Pierce, FL, 34954, Chuck Cameron
$104,600.00	Pavement Marking	2015	E8N84	Florida Department of Transportation
$132,600.00	Pavement Marking	2015	E1O06	Florida Department of Transportation
$200,100.00	Pavement Markings	2015	E8N46	Florida Department of Transportation
$54,500.00	Pavement Marking	2015	E8P23	Florida Department of Transportation
$159,400.00	Pavement Marking	2015	E8P27	Florida Department of Transportation
$410,500.00	Pavement Marking	2015	E4P18	Florida Department of Transportation
$104,900.00	Pavement Marking	2015	T5517	Florida Department of Transportation
$313,700.00	Pavement Marking	2015	E4P05	Florida Department of Transportation
$496,300.00	Pavement Marking	2015	E7J72	Florida Department of Transportation
$127,000.00	Pavement Marking	2015	E1N66	Florida Department of Transportation
$834,709.17	Pavement Marking	2015	E6J21	Florida Department of Transportation
$27,100.00	Pavement Marking	2015	Parking Lot Restripe	Gardens Mall Parking Lot
$72,200.00	Pavement Marking	2015	SR 50, T5419	Lane Construction Corp
$103,700.00	Pavement Marking	2015	E5T69, Brevard County	Masci General Contractors
$119,200.00	Pavement Marking	2015	SR 60, T7331	Pepper Contracting Services, Inc
$520,200.00	Pavement Marking Roadway Signing	2015	SR 93/I275, T7298	Prince Contracting
$35,300.00	Pavement Marking	2015	E8P26	Rogar Management
$251,900.00	Pavement Marking	2015	E7K41	Rogar Management
$28,800.00	Pavement Marking Roadway Signing	2015	SR 93, E2R18	Southland Construction, Inc.
$119,000.00	Roadway Signing	2015	Annual Contract	Town of Jupiter
$43,300.00	Pavement Marking	2015	South Sewall's Pt Rd	Town of Sewall's Point
$67,700.00	Pavement Marking Roadway Signing	2015		Miscellaneous Contractors/Owners

$5,779,009.17

Equipment List

Equipment at Book Value ..... $ 2,314,134.94

List each major item of equipment owned by the Applicant that is utilized in performing the requested classes of work with its book or salvage value, make, model, and description shown. The same equipment may be used to qualify no more than two affiliated applicants.

ITEM NO.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS (Do not lump items except small hand tools and items of the same type and size)	YEAR MFGD	PURCHASE PRICE	DEPRECIATED VALUE
5	1	Trailer Dual Wheels	2000	2,000.00	950.00
69	2	Wanco Arrowboard Trailers	2014	9,451.66	9,000.00
72	10	Grinder (striping remover)	2001	5,483.90	4,800.00
73	3	Wanco Message Board Trailers	2007	11,422.14	11,000.00
75	1	Graco Linelaser Striping Machine	2001	6,252.74	2,000.00
76	1	Graco Striping Machine	2001	600.00	1,000.00
84	2	Graco Linelaser Striping Machine	2010	21,546.33	16,000.00
85	1	Airless Striping Cart	2001	521.28	600.00
87	1	Bituminous Applicator	2002	4,490.44	2,000.00
92	1	Concrete Mixer	2002	422.81	0.00
95	1	Blower	2002	734.80	0.00
96	3	JCL Striping Machines	2002	12,935.62	3,000.00
105	1	Bituminous Applicator	2002	4,695.65	1,000.00
106	1	Light Tower	2002	5,112.00	1,000.00
118	1	Air Compressor	2003	840.25	0.00
119	1	Generator	2003	634.94	0.00
121	1	Air Compressor	2003	559.98	0.00
122	1	Generator	2003	424.93	0.00
123	1	Hoist Lift	2003	325.61	100.00
124	3	Core Drill	2003	900.00	0.00
125	2	Road Lazer-3 pump Striping Machine	2003	20,575.00	10,000.00
126	6	Graco Linelaser Striping Machine	2003	10,700.00	6,000.00
127	10	Small Bituminous Applicator Complete	2003	4,490.44	2,000.00
149	1	Compressor w/Hyd Pump	2004	11,499.00	1,000.00
150	1	Thermo Rig TK1500 Thermoplastic Melters	2004	41,826.81	20,000.00
151	1	Reflectometer	2004	19,483.00	10,000.00
152	4	SPS10 Line Remover/Surface Prep	2004	9,010.00	6,000.00
153	2	Generator	2004	1,023.50	0.00
166	1	JCL Striping Machines	2005	4,340.00	1,000.00
167	1	Pressure Washer	2005	1,487.81	300.00
169	1	Concrete Saw	2005	980.19	300.00
176	1	Thermal Equipment #1038 - Thermoplastic Longliner	2005	450,000.00	170,000.00
177	1	Bituminous Machine	2006	5,419.68	1,000.00
178	1	JCL Striping Machines	2006	5,468.00	1,000.00
179	1	JCL Striping Machines	2006	5,468.00	1,000.00

ATTACHMENT C

197	1	Toyota Forklift	2005	9,459.00	3,000.00
198	1	Toyota Forklift	2005	8,900.00	4,000.00
200	1	Bitumen Applicator	2007	4,995.00	2,000.00
201	1	Graco Linelaser Striping Machine	2007	4,318.00	1,000.00
207	1	JCL Airless Paint Truck #1018	2007	98,298.60	52,000.00
211	1	Toyota Forklift	2003	5,750.00	4,000.00
213	1	JCL Striping Machines	2007	6,807.42	3,000.00
223	1	JCL Striping Machines	2007	6,807.43	3,000.00
232	1	Generator	2009	634.94	0.00
233	1	Sign Auger (36")	2009	2,296.00	1,500.00
234	1	Bituminous Machine	2009	2,000.00	1,000.00
238	1	Bituminous Applicator	2009	1,396.00	1,000.00
89	1	Yellow Trailer	2002	995.77	0.00
103	1	Trailer	2002	5,058.75	0.00
110	1	Trailer	2003	1,086.30	0.00
168	1	Trailer	2005	1,352.55	0.00
170	1	F800 Attenuator Truck #1022	1995	25,000.00	10,000.00
186	1	2005 Brim Tilt Trailer	2005	3,600.00	2,000.00
221	1	Roru Trailer	2008	1,464.38	903.03
225	1	Isuzu NRR Paint Truck #1029	2008	96,550.50	50,000.00
237	1	F250 Ford Truck #1035	2010	28,774.57	10,000.00
239	1	Black Trailer	1990	1,200.00	1,185.71
	1	Road Runner Trailer (black - single wheel)	1998	1,000.00	500.00
	1	ASPT Trailer (black twin axel)	1992	1,000.00	500.00
	1	ASPT Trailer (flatbed)	1988	500.00	0.00
	1	Haulmark MOT Trailer	2006	1,340.90	1,000.00
	1	Traffix Scorpion	2008	10,350.00	10,000.00
	1	Oper Trailer	2007	2,500.00	1,000.00
	1	Vorteq Crash Trailer	2009	12,000.00	10,000.00
	1	Ford CF8000 Paint Truck #1014	1995	28,000.00	25,000.00
	1	Nissan UD2300 Paint Truck #1027	2001	21,860.00	20,000.00
	1	Chevy C8500 Kettle Truck #1036	2003	22,730.82	20,000.00
	1	Isuzu NPR Paint Truck #1044	2003	13,225.00	20,000.00
	1	Chevy Paint Truck #1004	2004	94,000.00	70,000.00
	1	GMC T-7500 (Grinder Truck) #1043	2004	276,500.00	250,000.00
	1	Isuzu NPR Airless Paint Truck #1007	2006	30,000.00	30,000.00
	1	GMC Paint Truck (Replaced #1045) #1074	1999	7,500.00	20,000.00
	1	Nissan UD2300 Paint Truck #1009	2010	183,911.57	130,000.00
	1	Freightliner Attenuator Truck #1056	2005	66,062.00	50,000.00
	1	Hino Thermo Truck #1055	2006	18,231.71	30,000.00
	1	International 4300SBA Box Truck (Yellow) #1060	2007	12,000.00	10,000.00
	1	International Attenuator Truck VIN 46259 #1064	1998	16,000.00	20,000.00
	1	International 4900 T/A Attenuator #1068	2002	23,000.00	20,000.00

	1	Ford CF7000 Kettle Truck VIN 06952 #1062	1997	21,000.00	25,000.00
	1	Forklift Trailer	2013	5,249.40	4,000.00
	13	Thermo Handliners (assets 1518-1520)	N/A	37,790.76	50,000.00
	4	Reflectometer	N/A	34,602.00	25,000.00
	1	GMC Attenuator Truck - Yellow (Ohio) #1073	1995	6,127.50	15,000.00
	1	GMC Kettle Truck - White #1066	1996	22,000.00	20,000.00
	1	Volvo 12K Thermoplastic Longliner (3-Pot) #1070	2000	70,000.00	100,000.00
	1	Volvo 12K Thermoplastic Longliner (4-Pot) #1071	2002	132,538.31	150,000.00
	1	International 4400 T/A Kettle Truck #1069	2004	13,500.00	25,000.00
	1	International 4300 S/A Attenuator Truck #1067	2005	33,000.00	25,000.00
	1	Peterbilt 320 MRL 16K Thermo Longliner	2014	576,115.00	520,000.00
	1	CF8000 Dump Truck	1989	8,000.00	6,000.00
	1	Ford F750 #1075	2003	27,000.00	25,000.00
	1	Ford F700 Attenuator VIN 32132 - #1078	1994	2,750.75	10,000.00
	1	GMC T8500 Paint Truck VIN 20268 - #1076	1998	31,515.00	40,000.00
	1	GMC T7500 Sweepter Truck VIN 18798 - #1077	2004	23,175.00	30,000.00
	1	Military Forklift		3,000.00	4,500.00
				3,126,770.87	2,314,134.94

5203 Deer Run Drive
Fort Pierce, FL 34951
Phone: (772) 466-0017
Cell: (772) 591-0384

David Warner

Qualifications

Upon moving to the United States from England and gaining US citizenship, I participated in the purchase of a small, local striping company. In the 16 years since, under my management, we have grown into a statewide company with multiple locations. Our scope of work has increased exponentially, from a previous focus on parking lot work to current statewide FDOT jobs on major highways. Our collective sales have grown by over 2,000% in the past decade, and we are continuing to expand our focus and expertise. I have expanded our staff from 4 to over 50, to include all backgrounds, from estimating to inspecting, and sign installation to thermoplastic application.

Experience

2000 – present
Whiteleaf LLC DBA Traffic Solutions (formerly Gene's Striping)
Fort Pierce, FL & Sanford, FL
Owner, President & Managing Member

- Increased annual sales from $500,000 to $12 million
- Oversee daily administration of business
- Manage 50 employees between 2 local branches

Previous Employment
Metropolitan Police London, England Police Officer

- Responsible for supervision of appx 30 officers daily
- Managed an emergency response unit

Previous Employment
Buckinghamshire Fire Brigade London, England Lead Fire Fighter

- Supervised truck and crew
- Responded to emergency calls

Education

Aylesbury Grammar School Buckinghamshire, England

- Advanced Placement General Education; High School Diploma

9700 Fairwood Court
Port St. Lucie, FL 34986
Phone: (772) 489-3661
Cell: (772) 408-3111

Martin Warner

Qualifications

After moving to the United States from England, I joined in the purchase of a small, local striping company. With my supervision, it has since expanded into a statewide company with multiple locations. The focus of our work has grown from parking lot work to current statewide FDOT jobs on major highways. Our collective sales have grown by 2,000% in the past decade, and we are continuing to expand our focus and expertise. I supervise employees with backgrounds covering all areas of the industry, from estimating to inspection, and sign installation to thermoplastic application.

Experience

2004 – present
Whiteleaf LLC DBA Traffic Solutions (formerly Gene's Striping)
Fort Pierce, FL & Sanford, FL
Owner & Managing Member

- Increased annual sales from $500,000 to $12 million
- Oversee daily operations of business
- Manage and schedule multiple work crews daily
- Maintain relationships with contractors statewide

Previous Employment
Metropolitan Police London, England Detective

- Led team of detectives on variety of cases

Education

Aylesbury Grammar School Buckinghamshire, England

- Advanced Placement General Education; High School Diploma

CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQURES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB-16-12
ITB TITLE: Street Striping Project
OPENING DATE/TIME: March 25, 2016 AT 2:30 P.M.

TRAFFIC SOLUTIONS

	Submittal Required Forms (mark "yes" or "no")	Response 1	Response 2	Response 3	Response 4
		SSE/SBY CONS INC	BETTER BARRICADES INC	WHITEHURST LLC	ALCRON LLC.
1	Bidder's Acknowledgment	✓	✓	✓	✓
2	Insurance Certificates	✓	✓	✓	✓
3	Statement of Qualifications	✓	✓	✓	✓
4	Listing of Previous Experience	✓	✓	✓	✓
5	Subcontractors List	✓	✓	✓	✓
6	Bid Bond	✓	✓	✓	✓
7	Public Entity Crime Statement	✓	✓	✓	✓
8	Anti -Collusion Statement	✓	✓	✓	✓
9	Drug Free/Tie Preference Statement	✓	✓	✓	✓
10	Licence (contractor ,Sunbiz Etc.)	✓	✓	✓	✓
11	Schedule of Unit Prices	✓	✓	✓	✓
12	Total Base Bid	✓	✓	✓	✓
13	Local Business Affidavit (Optional)	✓		✓	✓
	1 Original, 2 Copies, 1 Digital Copy	✓	✓	✓	✓
	Deemed Responsive?	$ -	$ -	$ -	$ -
	Grand Total Group I:	$ 88737.30 -	$ 87824.26 -	$ 49216.68 -	$ 58815.03 -
	Grand Total Group II:	$ 6189.00 -	$ 7850.00 -	$ 8594.00 -	$ 8330.00 -
	TOTAL BASE BID	$ 94926.30 -	$ 95,674.26 -	$ 57810.68 -	$ 67145.03 -

Opened and tabulated by: David Battaglia, Purchasing Agent
Witnessed by: Diana M. Fye, CPPB, FCPA, Purchasing Manager

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/07/2016

Consent item: Yes

SUBJECT: Approve Standard Contract for Services with Bright House Networks Enterprise Solutions, Inc.

DEPARTMENT: Administrative Services

GOAL: 4 - Fiscal Sustainability

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the contract for services with Bright House Networks Enterprise Solutions, Inc., and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: At the May 17th, 2016 regular City Council meeting, the City Council awarded RFP 16-13 'Internet and Voice-over-IP Telephony Services' to Bright House Networks Enterprise Solutions, Inc. and authorized the Mayor and City Clerk to execute all required contract documents.

Subsequent to this approval, a Contracts Specialist with Bright House notified the City that some standard terms and conditions needed to be added to the City's form contract prior to execution by Bright House.

The proposed additions will not change the pricing nor the length of the contract. The contract will be included in the FY17 budget currently being developed. Staff has reviewed the additional terms and conditions, and recommends approval of the contract.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	RFP 16-13 Internet and Voice-Over-IP Telephony	RFP 16-13 Internet and Voice -Over-IP Telephony Access Final.pdf
2.	Bright House Networks Proposal	Bright House Networks Final Proposal.docx
3.	Standard Contract for Services with BHN Enterprise Solutions, Inc.	20160602 BHN City of Port Orange Contract w Exhibits.pdf

James Hicks	Created/Initiated - 06/01/2016
Cindy DePina	Approved - 06/01/2016
Diana Fye	Approved - 06/02/2016
Tracey Riehm	Approved - 06/02/2016
Margaret Roberts	Approved - 06/02/2016
Matthew Jones	Approved - 06/02/2016
M. Jake Johansson	Final Approval - 06/02/2016

CITY OF PORT ORANGE, FLORIDA

Internet and Voice -Over-IP Telephony Access

RFP #16-13

Prepared by:

City of Port Orange Purchasing Division

January 2015

Release date: **February 4, 2016**
Non -Mandatory pre-proposal meeting: **February 18, 2016 at 10:30 a.m.**
Last day for questions: **February 25, 2016 at 5:00 p.m.**
Proposal due date and time: **March 10, 2016 at 2:30 p.m.**

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

SECTION 00020

Legal Notice to Proposers
RFP #16-13 Internet and Voice -Over-IP Telephony Access

Notice is hereby given that the City of Port Orange is soliciting proposals for Internet and Voice -Over-IP Telephony Access. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 P.M. on March 10, 2016** which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the proposer unopened. All proposals will be evaluated to ensure they contain all required forms in order to deem the proposer responsive or non-responsive. Proposals will be opened and read aloud at 2:30 P.M. in council chambers.

There will be a Non-Mandatory pre-proposal meeting for the project at **10:30 A.M**. (local time) on **February 18, 2016** at City Hall, Council Chambers (1st floor) 1000 City Center Circle, Port Orange, Florida 32129.Although the Pre-Bid meeting is not mandatory, it will offer potential bidders the opportunity to ask questions and discuss the project/specifications directly with staff.

DESCRIPTION: **Internet and Voice -Over-IP Telephony Access**

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

Copies of the proposal documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com or from Diana M. Fye, CPPB, FCPA, Purchasing Manager, 1000 City Center Circle, Port Orange, Florida 32129 via email dfye@port-orange.org. All questions shall be directed **in writing** to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, dfye@port-orange.org and reference "Questions on RFP #16-13 Internet and Voice -Over-IP Telephony Access" in the subject line. Last day for questions will be **February 25, 2016.**

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

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

Proposals shall be **submitted in the City Clerk's office** with one (1**)** original, five (5) copies and one (1) digital (CD or flash drive) version, addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE** plainly marked on the outside: **"RFP #16-13 Internet and Voice -Over-IP Telephony Access".**

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Legal Ad - One Time – **February 4, 2016**

SECTION 00025

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CITY OF PORT ORANGE
RFP #16-13 Internet and Voice -Over-IP Telephony Access

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00100	Local Business Affidavit
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00120	Anti-Collusion Statement
00130	Drug Free Preference Statement
00140	Standard City of Port Orange Contract Documents

SECTION 00030

City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

RFP #16-13

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Internet and Voice -Over-IP Telephony Access

RFP RELEASE DATE: February 4, 2016

NON MANDATORY PRE-BID MEETING DATE & TIME: February 18, 2016 at 10:30 a.m. City Hall Chambers

RFP DEADLINE FOR QUESTIONS: February 25, 2016 at 5:00 p.m.

RFP DUE DATE & TIME: March 10, 2016 at 2:30 p.m. City Hall, City Clerk's Office

Proposals Received After the Above Date and Time Will Not Be Considered.

If returning as a "No Submission," please state reason (s): _____

PROPOSER'S COMPANY NAME: _____

PROPOSER'S COMPANY MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

ACKNOWLEDGMENT OF ADDENDA: **(You must circle the correct # of addenda issued)** 0 1 2 3 4 5

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

_____
NAME (TYPED)

_____
TITLE

_____
DATED

SECTION 00040

City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

PROPOSER'S CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the City of Port Orange

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies and/or services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. _____ **Note the Purchasing Manager's name, address, phone numbers and e-mail address.** This is the only person (or their designee) you are allowed to communicate with regarding the Proposal and is an excellent source of information for any questions you may have.

3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the proposal.

4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Manager by the due date listed in the RFP and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for a proposal are posted on www.demandstar.com website and will include all questions asked and answered concerning the RFP. It is the proposer's responsibility to be sure all addenda were received.

5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Don't assume the City or evaluator/evaluation ranking committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.

7. _____ **Use the forms provided**, i.e., cover page, proposer acknowledgment form, exhibits, etc.

8. _____ **Check the website for RFP addenda's.** Before submitting your response, check the DemandStar website at www.demandstar.com to determine whether any addenda were issued for the RFP. If so, you must circle for each addenda issued on the "Proposer acknowledgement form".

9. _____ **Review and read the RFP document again.** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete.

10. _____ **Submit your response on time.** Note all the dates and times listed in the proposal and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

SECTION 00050

PROPOSER'S SUBMITTAL CHECKLIST

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

This checklist is for the Proposer's use in preparing their proposal. It is not intended to include all details necessary to prepare a proposal and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the proposer from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable proposal.

Proposer's Submittal Checklist:

Envelope: (1) original, (5) copies and (1) digital (CD or flash drive) version of the proposal (tabbed, indexed and in the following order)

- ☐ 1. Table of Contents (Section 00025)
- ☐ 2. Proposer Acknowledgement Form (Section 00030)
- ☐ 3. Letter of Interest (Section 00090)
- ☐ 4. Proposer's Checklist (Section 00040)
- ☐ 5. Listing of Previous Experience (Section 00090)
- ☐ 6. Staff Qualifications (Section 00090)
- ☐ 7. Methodology and Implementation Process (Section 00090)
- ☐ 8. Public Entity Crime Statement: (Section 00110)
- ☐ 9. Anti-Collusion Statement (Section 00120)
- ☐ 10. Drug Free/Tie Preference Statement (Section 00130)
- ☐ 11. Insurance Certificates – Submit a Copy (Section 00080)
- ☐ 12. Fee Proposal. (Section 00090)
- ☐ 13. Local Business Affidavit – (Section 00100, Optional)
- ☐ 14. Exceptions, if applicable

SECTION 00060

CITY OF PORT ORANGE
PURCHASING DIVISION

STANDARD PURCHASE DEFINITIONS

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

1. Addendum means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.

3. Appropriate, Appropriated, or Appropriation means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.

4. Bid is a complete, properly signed response to an invitation for bid, which if accepted, would bind the Bidder to perform the resultant Contract.

5. Bidder or Proposer is a person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

6. Bid Guaranty guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract

7. Bids are responses to an Invitation for Bids.

8. City means the City of Port Orange.

9. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.

10. Contractor means the person, firm or entity selling goods or services to the City under a Contract.

11. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.

12. Due Date means the date and time specified for receipt of Bids.

13. Goods are supplies, materials, or equipment.

14. Invitation for Bid (IFB) or Bid means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.

15. Lowest Responsible Bid means the Bid meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

16. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.

17. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

18. Offer means a complete signed response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation for Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, or a statement of qualifications and interest submitted in response to a Request for Qualifications.

19. Pre-Bid Conference means a conference conducted by the Purchasing Office, held in order to allow Bidders to ask questions about the proposed Contract and particularly the Contract specifications.

20. Professional Services means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

21. Proposal is a complete, properly signed response to a Request for Proposal, which if accepted, would bind the Bidder to perform the resultant Contract.

22. Purchase Order is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.

23. Request for Proposal (RFP) means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.

24. Services include all work or labor performed for the City on an independent contractor basis other than construction.

25. Solicitation means, as applicable, an Invitation for Bid, Request for Proposal, Request for Qualifications or a Request for Quotation.

26. Subcontractor means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract.

27. Unbalanced Bid means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

SECTION 00070

CITY OF PORT ORANGE
PURCHASING DIVISION

GENERAL REQUIREMENTS FOR RFP

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

1. ACCEPTANCE BY CITY

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

2. ADDENDA

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

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

3. ANTI-COLLUSION STATEMENT

By submitting this bid, the Bidder/Proposer affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud. Additionally, Bidder/Proposer agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the Bidder/Proposer. In submitting a bid to the City of Port Orange, the Bidder/Proposer offers and agrees that if the bid is accepted, the Bidder/Proposer shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder/Proposer.

4. APPLICABLE LAWS

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

5. ASSIGNMENT

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

6. CONTRACT

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

7. BID FORM COMPLETION, SUBMISSION AND RECEIPT OF BIDS

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

Bids (Envelope) shall contain one (1) original and five (5) copies and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE. The envelope shall be plainly marked on the outside to include the bid project name, bid number and name of the bidder/proposer.

8. BID RETURNS

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

9. BID PROTEST

Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, Bids, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed in writing within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. Upon receipt of the formal written protest that has been timely filed, the agency shall stop the solicitation or contract award process until the subject of the protest is resolved by final agency action, unless the agency head sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The agency shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

1. As soon as possible after receipt, the Purchasing Manager provides written bid protest to City Manager, City Attorney, and Department Head involved and Supervisor directly involved in acquisition.
2. Purchasing Manager schedules an informal meeting with an appeals committee consisting of the above mentioned individuals and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager renders a decision.
3. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council issues their decision. For the most part, the City Council's decision is final. The protestor can appeal the decision by taking court action only on very narrow defined grounds. Decisions at all levels must be in writing to the protestor.

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

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

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

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

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

15. CONFLICT OF INSTRUCTIONS
If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

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

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

18. COOPERATIVE PURCHASING
The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars ($25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.)

19. COPYRIGHT AND PATENT RIGHTS
Bidder/Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful Bidder/Proposer

agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

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

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

22. DELIVERY OF GOODS/SERVICES

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

2. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Bidder/Proposer shall clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

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

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

23. DETERMINATION OF LOWEST AND BEST BIDDER /PROPOSER
In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

1. The ability, capacity and skill of the Bidder/Proposer to perform the contract
2. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
4. The quality of performance of previous contracts.
5. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
6. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
9. The number and scope of conditions attached to the bid.
10. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

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

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

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

27. EVALUATING RFP'S
The evaluation process is formally conducted by a committee appointed by the Purchasing Manager as required by general law. The evaluation is based upon specific criteria outlined in the IFB/RFP. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this IFB/RFP process this short list will consist of no less than three vendors (Unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the IFB/RFP unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the IFB/RFP, one member of the Selection Committee may consist of one (1) member from the City Council; and at least one member from the user department, except as otherwise required by general law. The Selection Committee schedules oral presentations from the three firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head

requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

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

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

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

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

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

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

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

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

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

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

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

37. INDEPENDENT CONTRACTOR
It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

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

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

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

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

the right to consider the Contract breached which shall justify the termination thereof.

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

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

43. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS
Bids received after the Proposal Due Date and time are late and shall not be considered. Modifications received after the Bid Due Date are also late and shall not be considered. Letters of withdrawal received after the Bid Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and IFB/RFP.

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

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

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

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

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

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

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

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

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

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

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

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

54. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES
The City may, at its sole and absolute discretion, reject any and all, or parts of, proposals; re-advertise the Bid/RFP for new proposals; postpone or cancel, at any time, the Bid/RFP process; or waive any irregularities in the Bid/RFP or in the proposals received as a result of the Bid/ RFP, or to accept that proposal which best serves the interest of the City.

55. PRICING
Bidder/Proposer certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be

withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder/Proposer shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

56. PROTECTION

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

57. PROPRIETY INFORMATION

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

58. PUBLIC ENTITY CRIMES

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

59. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

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

60. PURCHASE ORDER AND DELIVERY

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

61. QUESTIONS, INTERPRETATIONS

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

62. QUALITY

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

63. RIGHT OF WITHDRAWL RFP

A RFP proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

64. RIGHTS TO RFP SUBMITTED MATERIAL

All proposals, responses, inquiries, or correspondence relating to or in reference to an IFB/RFP, and all reports, charts, and other documentation submitted by Bidders/Proposers shall become the property of the City when received.

65. RIGHT OF NEGOTIATION RFP

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

66. RECORDS/AUDIT

The proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

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

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

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

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

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

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

73. SEPARATION AND DISTRIBUTION
The Bid/RFP has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate. The City will utilize Demand Star for distribution of BIDS and RFP'S at: www.demandstar.com. In addition, vendors may obtain a .pdf version of the IFB/RFP by submitting a request to the Purchasing Manager, e-mail: dfye@port-orange.org.

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

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

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

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

78. STATE LICENSING REQUIREMENTS
All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Bidder/Proposer shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Bid/RFP; and, that the Bidder/Proposer shall provide follow-up evidence that the Bidder/Proposer maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Bid/RFP. Information concerning certification with the Secretary of State may be obtained at http://ccfcorp.dos.state.fl.us/index.html. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

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

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

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

82. TERMINATION
The City of Port Orange reserves the right to terminate the contract for default if Bidder/Proposer breaches any of the terms therein, including warranties of Bidder/Proposer or if the Bidder/Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not

limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Bidder/Proposer with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Bidder/Proposer**.**

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

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

85. USE OF PROPOSAL FORMS
Bidder/Proposer shall complete the appropriate Proposal Form(s) included in the IFB/RFP. All blanks on the Bid/Proposal Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Proposal Forms. Failure to fully complete the appropriate Proposal Forms may result in disqualification of the bid/proposal.

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

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

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

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

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

89. PUBLIC RECORDS COMPLIANCE
Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

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

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

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

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

SECTION 00080

ADDITIONAL INFORMATION

TIMELINE

The schedule for the RFP is as follows:

RFP release date	**February 4, 2016**
Pre-Proposal meeting (non-mandatory)	**February 18, 2016 at 10:30 a.m.**
RFP deadline for questions	**February 25, 2016 at 5:00 p.m.**
Proposal due date and time	**March 10, 2016 at 2:30 p.m.**

NON-MANDATORY PRE-PROPOSAL MEETING

There will be a non-mandatory pre-proposal meeting for the project at **10:30 A.M**. (local time) on **February 18, 2016** at City Hall, Council Chambers (1st floor) 1000 City Center Circle, Port Orange, Florida 32129. Although the Pre-Bid meeting is not mandatory, it will offer potential bidders the opportunity to ask questions and discuss the project/specifications directly with staff.

PROPOSAL SUBMISSION AND WITHDRAWAL

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

Proposers are required to submit one (1) original, five (5) copies, and (1) digital (CD or flash drive) version of all documents, sealed and marked on the outside of the package**, "RFP #16-13 Internet and Voice - Over-IP Telephony Access"** with the firm's name, address, city, state and zip code plainly labeled on the outside. Packages must be delivered to the City of Port Orange City Clerk's Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, FL 32129 on or before **2:30 p.m. on March 10, 2016.**

Due to the timing of mail service, the City cautions Proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 p.m. (local time), on March 10, 2016.** or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Complete submittals shall include:

Envelope (tabbed, indexed and placed in the following order: 1 original, 5 copies and 1 digital (CD or flash drive) version.

1. Table of contents (Section 00025)
2. Proposer Acknowledgement Form (Section 00030)
3. Letter of Interest (Section 00090)
4. Proposers Checklist (Section 00040)
5. Listing of Previous Experience (Section 00090)
6. Staff Qualifications (Section 00090)

7. Methodology and Implementation Process (Section 00090)
8. Public Entity Crime Statement (Section 00110)
9. Anti -Collusion Statement (Section 00120)
10. Drug Free/Tie preference Statement – (Section 00130)
11. Insurance Certificates-Submit a Copy (Section 00080)
12. Fee Proposal. (Section 00090)
13. Local Business Affidavit-(Section 00100 Optional)
14. Exceptions, if applicable

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

ADDITIONAL INFORMATION/ADDENDA

All questions shall reference "Questions on RFP #16-13 Internet and Voice -Over-IP Telephony Access" in the subject line. All questions concerning this RFP shall be submitted in writing no later than **5:00 p.m**. on **February 25, 2016** to:

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

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

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

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

WITHDRAWL AND AWARD

NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida

INSURANCE REQUIREMENTS

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Bidder/Proposer shall maintain insurance during the life of the Contract. Bidder/Proposer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation

coverage, the bidder'/proposer's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

Insurance	Standards	Comments
Workers' Compensation Limits: Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of $500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability Limits:	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. Limits: Additional Coverage:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. Limits: Additional Coverage:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) Limits:	Coverage- $1,000,000 minimum	

SECTION 00090

SCOPE OF SERVICES AND REQUIREMENTS

RFP FOR INTERNET ACCESS AND TELEPHONY SERVICE

INTRODUCTION & BACKGROUND

The City of Port Orange is requesting proposals from qualified service providers for enterprise grade internet access and telephony service. The intent of this RFP is to enter into a contract or contracts for Internet Access and Telephony Service for a three (3) year term with an option to renew for an additional two (2) years beginning September 1st, 2016.
The City of Port Orange is currently connected to the internet via Level3 Communications at the synchronous rated bandwidth of 40Mbps with a Class C IP address range of 66.193.239.1 through 66.193.239.254.
Telephony service is currently provided by the means of two (2) primary rate interfaces delivering up to 46 concurrent calls with a block of 500 direct inward dials in the 386-506-5500 through 386-506-5999 range. The City of Port Orange is aiming to eliminate the usage of primary rate interfaces in favor of the more modern session initiation protocol, with the possibility of a primary rate interface as a failover mechanism.

SPECIFICATIONS

Qualified service providers will be required to provide all necessary connections and equipment in order to deliver enterprise grade internet connectivity and telephony access at the point of presence (POP) at Port Orange City Hall, located at 1000 City Center Circle, Port Orange, FL.

INTERNET ACCESS

- Minimum synchronous bandwidth of 200Mbps, scalable up to 1Gbps using existing leased circuits/networks or using circuits/networks bundled as part of the solution.
- Minimum of 128 contiguous (256 preferred) static IP addresses reserved exclusively for the use of the City of Port Orange.
- Internet Access delivered to point of presence (POP) at Port Orange City Hall.
- All equipment to include connections, routers, media converters, battery backups, etc.
- Industry standard 99.9% uptime service level agreement (SLA).
- Access to network operations center (NOC) technical support and troubleshooting service 24 hours per day, 365 days per year.

TELEPHONY SERVICE

- Session Initiation Protocol (SIP) Trunk with minimum 50 concurrent calls, scalable up to 100 concurrent calls.
- Local number portability for continued use of current direct inward dial (DID) block of 386-506-5500 through 386-506-5999.
- Trunk shall provide local, long distance, and international calling with the option for bundled usage packages and/or pricing per minute.
- Trunk shall provide E911 calling with PS/ALI service.
- Trunk should be engineered for voice quality of service.

- Compatibility and interface with Cisco Unified Communications Manager call control platform.
- Industry standard 99.9% uptime service level agreement (SLA).
- Access to network operations center (NOC) technical support and troubleshooting service 24 per day, 365 days per year.

TERM

The term of this contract shall be for three (3) years with an option to renew for an additional two (2) years at the discretion of the City of Port Orange.

PROPOSAL SUBMISSION REQUIREMENTS:

The successful proposer shall submit a proposal to include the following requirements:

- Provide internet access synchronous bandwidth monthly pricing based in increments of 200Mbps, 250Mbps, 300Mbps, 350Mbps, 400Mbps, 450Mbps, and 500Mbps.
- Provide internet access static IP addressing monthly pricing based in increments of 128 static IP address and 256 static IP addresses (if available).
- Provide internet access pricing of all one-time installation, configuration, and/or setup fees.
- Provide internet access sample service level agreements (SLA).
- Provide telephony service monthly pricing for session initiated protocol (SIP) trunking based in increments of 50 concurrent calls, 75 concurrent calls, and 100 concurrent calls.
- Provide telephony service monthly pricing for portability and ownership for block of 500 direct inward dials (DID).
- Provide telephony service monthly pricing for bundled/bulk usage packages and pricing per minute for long distance and international calling rates.
- Provide telephony service sample service level agreements (SLA).

In addition to standard required forms, proposals must contain the following information:

1. Table of Contents

2. Proposer Acknowledgement Form –Completed and Signed

3. Letter of Interest
   The number of years the proposer has been in business and the proposer's qualifications and experience providing similar services locally and for municipalities or government agencies. Please indicate whether your company has had a judgement held and whether any contract awarded by another government agency has been terminated in default or convenience.

4. Proposers Checklist

5. Listing of Previous Experience
   Provide a list of similar services that the provider has offered within the last three (3) years including date of project, contact person and phone number, and a brief description of each project.

6. Staff Qualifications: Must include a designated Account Manager.
   Provide at a minimum, one (1) Account manager dedicated to project oversight and communication with the City.

7. Methodology and Implementation Process
   Provide a clear discussion of how the proposer will accomplish the objectives set forth in the scope of services, including needs/resources from City staff members.

8. Sworn Statement on Public Entity Crimes
   Completed and signed in ink.

9. Anti-Collusion Statement
   Completed and signed in ink.

10. Drug Free Preference Statement
    Completed and signed in ink.

11. Insurance Certificates
    Submit a Copy.

12. Fee Proposal.
    Provide a fee proposal for completing all work outlined in the scope of services. Also include a standard fee schedule (hours, rates or other fee schedule) for the personnel who would be assigned to this project.

13. Local Business Affidavit – Optional Completed and signed in ink.

14. Exceptions, If applicable

PROPOSAL SUBMITTALS:
Proposers must indicate whether their firm has had a judgement held and whether any contract awarded by another government agency has been terminated in default or convenience.

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

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

The City's evaluation criteria will include consideration of, but will not be limited to the following:

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

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

EVALUATION CRITERIA	Category Score
Fee Proposal	80
Quality of Response (ability, capacity, skill)	20

FORMAL ORAL PRESENTATIOS/INTERVIEWS (If Required):
The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute 286.0113. If oral presentations or interviews are held the following guidelines will be used:

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

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

FINAL RANKING AND RECOMMENDATION FOR AWARD:
After the oral presentation is completed, the Committee will score all proposals to determine a final ranking of proposers considered to be most capable of performing the required project in the best interest of the City.

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

ESTIMATED TIME SCHEDULE

Release of RFP:	**February 4, 2016**
Non-Mandatory pre-proposal meeting	**February 18, 2016 at 10:30 a.m.**
Last day for questions:	**February 25, 2016 at 5:00 p.m.**
Return Deadline for RFP'S:	**March 10, 2016 by 2:30 p.m. local time**
Interviews, Ranking and Award:	To be determined
Proposers Begin Work:	To be determined

CONTRACT TERM / COMPLETION TIME:
The contract shall be valid upon issuance of Notice to Proceed and/or purchase order and continue for a one (1) year period with three (3) additional one (1) year renewal options.

SECTION 00100 (Optional)
LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY
City of Port Orange

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

RFSQ/RFP/BID/CONTRACT/PROJECT # *(as applicable)*: _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

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

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

FEIN *(Federal Employer Identification Number)*:_____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

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

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have **five business days** from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a **valid business tax receipt** or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

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

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

_____
SIGNATURE OF NOTARY PUBLIC

THIS_____DAY OF_____, 20___
My Commission Expires:_____

_____

SIGNATURE OF AFFIANT DATE

_____

PRINTED NAME OF AFFIANT / TITLE

_____

COMPANY

Remainder of this page intentionally left blank

SECTION 00110

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant _____, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133, Florida Statutes, for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.

2. The firm acknowledges that "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

3. The firm warrants that none of it employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

FURTHER AFFIANT SAYETH NAUGHT.

Name of Firm: _____

By: _____
Name and Title

Date: _____

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

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

SECTION 00120

ANTI-COLLUSION FORM

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

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

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

NAME OF FIRM:_____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER:_____

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

NO PROPOSAL (REASON):

_____

SECTION 00130

DRUG FREE PREFERENCE STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

Name of Firm: _____

By: _____
Name and Title

Date: _____

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

_____
Notary Public, State of
Printed Name, Commission Seal and Term Expiration Date

CITY OF PORT ORANGE
STANDARD CONTRACT FOR GOODS/SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **20**__, 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 _____, a _____ corporation whose principal address is _____ ("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 following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

(b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ___ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, 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. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "__" attached hereto, subject to a limit up to but not to exceed $_____. 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 Documents*. The following forms, attached as Exhibit "__," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

(a) Front Page for Bond (F.S. § 255.05)
(b) Combination Payment and Performance Bond (F.S. § 255.05)

4. *Contract Administration*. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. *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 22 of this contract concerning disputes.

6. *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.

7. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. *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.

9. *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.

10. *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.

11. *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 Limits: Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of $500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability Limits:	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Business, Automobile Liability to include all automobiles. Additional Coverage:	Limits:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. Additional Coverage:	Limits:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Limits:	Coverage- $1,000,000 minimum	

12. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. *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.

14. *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 2-272 (Alterations or modifications of contracts), 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.

15. *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.

16. *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.

17. *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.

18. *Additional Bond Security*. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. *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.

20. *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.

21. *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.

22. *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.

23. *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.

24. *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.**

25. *Additional Provisions*. As may have been outlined in _____ and 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.

26. *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.

27. *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: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____
_____
_____
_____

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.

28. *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.

29. *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:

_____

_____
Printed Name:_____

By:_____
Printed Name:_____
Title:_____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

_____
Printed Name:_____

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or
☐ has produced _____as identification.

_____
Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ Allen Green, Mayor

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

_____

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

_____ By:_____

Printed Name:_____ Robin L. Fenwick, CMC, City Clerk

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

_____

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA ____]

Bright House Networks
Enterprise Solutions

Voice | Data | Cloud | Managed Services

FINAL

Proposal for:

City of Port Orange

Lisa Bryant
Account Executive
Bright House Networks Enterprise Solutions
65 S Keller Rd
Orlando, Florida 32810
Cell: 386-479-4074
Lisa.Bryant@mybrighthouse.com

Proposal Date: 4/14/2016

BRIGHT HOUSE NETWORKS
enterprise solutions

WE'RE WIRED DIFFERENTLY.

BRIGHT HOUSE NETWORKS
enterprise solutions

Central Florida Division

City of Port Orange,

Thank you for the opportunity to assist you with your business services needs. As the local leader of advanced communications and networking services, we think globally, but invest locally in the long-term success of our clients and our community. We've built our leading edge all fiber network from the ground up to provide the connectivity, security, and reliability today's organizations demand.

The strength of our network, combined with a comprehensive portfolio of products and services, allows us to design and deliver highly customized, scalable, and technologically advanced Enterprise Solutions. Most importantly, we don't force a one-size-fits-all product; we work closely with our clients to deliver an integrated solution that meets your organization's specific needs.

All of our innovative solutions are delivered over our privately owned and operated all fiber network and backed by a world-class team of dedicated account representatives, management, engineers, and technicians who are locally based to provide full-time support 24/7/365. The result is superior performance you can always rely on.

Please take a few moments to review this product overview and proposal, and let me know if you have any questions. I'm looking forward to working with you and your business.

Sincerely,

Lisa Bryant
Enterprise Account Executive

Overview

Bright House Networks Enterprise Solutions is a trusted provider of advanced communications and networking services with an extensive, privately owned, all fiber network in the markets we serve. A leading provider in Florida, we also have footprints in Bakersfield, CA; Birmingham, AL; Indianapolis, IN, and Detroit, MI. Our comprehensive product portfolio of Voice, Data, Cloud, and Managed Services combines the strength of our reliable all fiber network and the versatility of our multi-faceted, cloud-based features and services. Our industry-leading products and locally based, dedicated team of management, engineers, and technicians can support the needs of medium businesses to large scale, multi-site organizations.

We believe that in order to truly deliver advanced networking solutions that are reliable, customized, and innovative, we need a strong personal relationship with every business we serve. We don't force a one-size-fits-all, cookie-cutter product that fails to take the client's needs into account. Instead, we listen to our client's requirements and deliver a customized solution that's developed, designed, and supported by a world-class technology team. We learn our client's business to fully understand their needs and goals, and we work closely with them to exceed those goals.

Our success is based on a premise: to think differently about our clients.

- **We view them differently.** We know our clients. They have a face and a name. We see them as true partners, not line items.

- **We deliver solutions differently.** We innovate from a client-centric point of view, not a company-defined product line-up. Our products and services are delivered with real-time guaranteed service levels (SLAs).

- **We build client relationships differently.** We base them on strong local connections and superior customer service, including a local account team and executive management support that eliminates bureaucracy and accelerates problem solving.

- **We're focused differently.** We own and operate our network end-to-end to invest in the long-term success of each client, and our community, with superior network performance they can always count on.

Simply put – We're Wired Differently.

Hosted Voice

Hosted Voice from Bright House Networks Enterprise Solutions is a fully managed cloud-based solution that offers advanced unified communications customized to fit your organization's specific needs. It's a fully scalable solution that improves productivity and provides a flexible, cost-effective pay-as-you-go feature to fit any budget. Hosted Voice provides seamless connection to the office from anywhere, maximizing the productivity of your mobile and remote employees.

Hosted Voice is reliable and responsive. Our fully redundant facilities-based IP core infrastructure ensures availability and quality of service. Features such as voice mail and automated attendant are located in the cloud, which means there is no loss of service due to inclement weather or local loss of power, ensuring business continuity. As technology advances, features are seamlessly integrated in the Enterprise Solutions cloud and automatically upgraded, eliminating costly and difficult upgrades that organizations face when managing a premise-based voice platform.

Hosted Call Center

Hosted Call Center is a cloud-based call center solution to fit multiple needs and functions ranging from an informal to highly complex call center environment. It supports call center functions to intelligently route calls with cloud-based inbound call center features such as customizable Call Center Agent Feature Packs, advanced call control, supervisor monitoring features, robust call center reporting, and real-time tracking.

Whether you have a simple, informal call center environment or operate a complex high-volume call center, Enterprise Solutions will scale the solution to your organization's needs. From automatically routing calls anywhere with a simple call distribution and queuing scenario to advanced routing and call management options, our fully managed solution includes all the equipment, software, and service, without burdensome startup costs.

Enterprise Trunking

Enterprise Trunking from Bright House Networks Enterprise Solutions is a smart choice for an organization with a substantial investment in an existing private branch exchange (PBX) or key system. Enterprise Trunking is a cost-effective way to upgrade and expand your premise-based voice system using dedicated fiber-based connectivity.

Enterprise Trunking seamlessly integrates your organization's data, local, and long distance calling over a dedicated and secure all fiber connection. It can be customized to the specifications of your organization to ensure interoperability with any premise-based phone system, and can be scaled up quickly as your company's needs expand.

Dedicated Internet Access

Bright House Networks Enterprise Solutions provides reliable Dedicated Internet Access that can support large bandwidth requirements by providing a dedicated all fiber connection between your company and the Internet. Our solutions are scalable, so it's simple to adjust bandwidth as your company expands and requirements change.

Dedicated Internet Access easily integrates with our portfolio of enterprise products and services to provide your organization with a cost-effective, seamless solution utilizing the latest in advanced technologies. We provide exceptional connectivity with our fully redundant facilities-based IP core infrastructure to support the complex operations of large organizations.

Metro Ethernet

Metro Ethernet is a private and secure Wide Area Network (WAN) solution that connects across multiple sites. Bright House Networks Enterprise Solutions delivers Metro Ethernet services that provide flexible, seamless point-to-point and multipoint-to-multipoint connectivity that can be customized to cost-effectively meet your organization's growing bandwidth demands. Delivering wide area connectivity with symmetrical upload and download speeds up to 10 Gbps, Metro Ethernet allows your organization to securely extend its reach and connect multiple locations via dedicated all fiber access.

Our all fiber Metro Ethernet services can be easily deployed in multiple configurations based on your organization's specific requirements. We optimize existing resources by working in conjunction with your current LAN infrastructure and IT staff to support and connect all your locations to streamline operations and enhance employee productivity. Metro area connectivity needs differ from organization to organization, so we don't force a one-size-fits-all service. We'll customize a Metro Ethernet solution to fit your exact specifications, now and for the future.

Unified Communications

Unified Communications (UC) from Bright House Networks Enterprise Solutions allows organizations to take full advantage of today's borderless work environment, both within the office and outside of it, by increasing productivity, improving reachability, and enhancing efficiency.

UC works with our Hosted Voice solution adding significant enhancements including instant messaging and presence, desktop sharing, video calling, and web collaboration. Cloud-powered and fully managed, it provides a seamless communications experience across fixed and mobile platforms – your desk phone, desktop, Apple and Android devices, or laptop.

Managed Security

Managed Security from Bright House Networks Enterprise Solutions provides a comprehensive selection of Managed Internet Security and Managed Email Security services to protect your network, applications, and email from the growing threat of security breaches and attacks with leading edge firewall protection and advanced network defense systems to inbound and outbound email.

Enterprise Solutions will design and proactively manage a customized solution to help you keep pace with emerging security threats. We partner with industry leader Cisco for customized email security solutions and enterprise class firewall and router equipment that scale to meet your needs.

Managed Network

Eliminate costly and unexpected capital expenses by converting to an affordable monthly operating expense with our Managed Network services. Managed Wide Area Network (WAN) and Managed Local Area Network (LAN) from Bright House Networks Enterprise Solutions can help your organization stay competitive and improve profitability. We provide new Cisco equipment with ongoing warranty support, software patch updates, maintenance, repair, and replacement, saving your organization the cost of network upkeep.

Equipment monitoring is performed 24/7/365, maximizing your company's network availability, performance, and efficiency. Our upfront network design and installation ensures the best technology solution for your organization's network needs.

Managed WiFi

Keep your workforce, customers, and business partners connected 24/7/365 with Managed WiFi from Bright House Networks Enterprise Solutions. Managed WiFi includes the installation, implementation, and ongoing management of your organization's own private and secure WiFi network. It's designed to align with your specific security requirements and includes the installation of multiple WiFi access points to ensure superior and reliable signal quality.

Managed WiFi will support your growing access needs, while providing consistent, secure wireless connectivity. Our solutions are backed by strong service level guarantees over our privately owned all fiber network. Our core fiber backbone is supported by 24/7/365 monitoring.

Initial Budgetary Proposal:
Dedicated Fiber Internet Access, SIP, and High Speed Data

Prepared For: **City of Port Orange**

Prepared By: **Lisa T. Bryant**

Date: **4/14/2016**

Solution Includes:

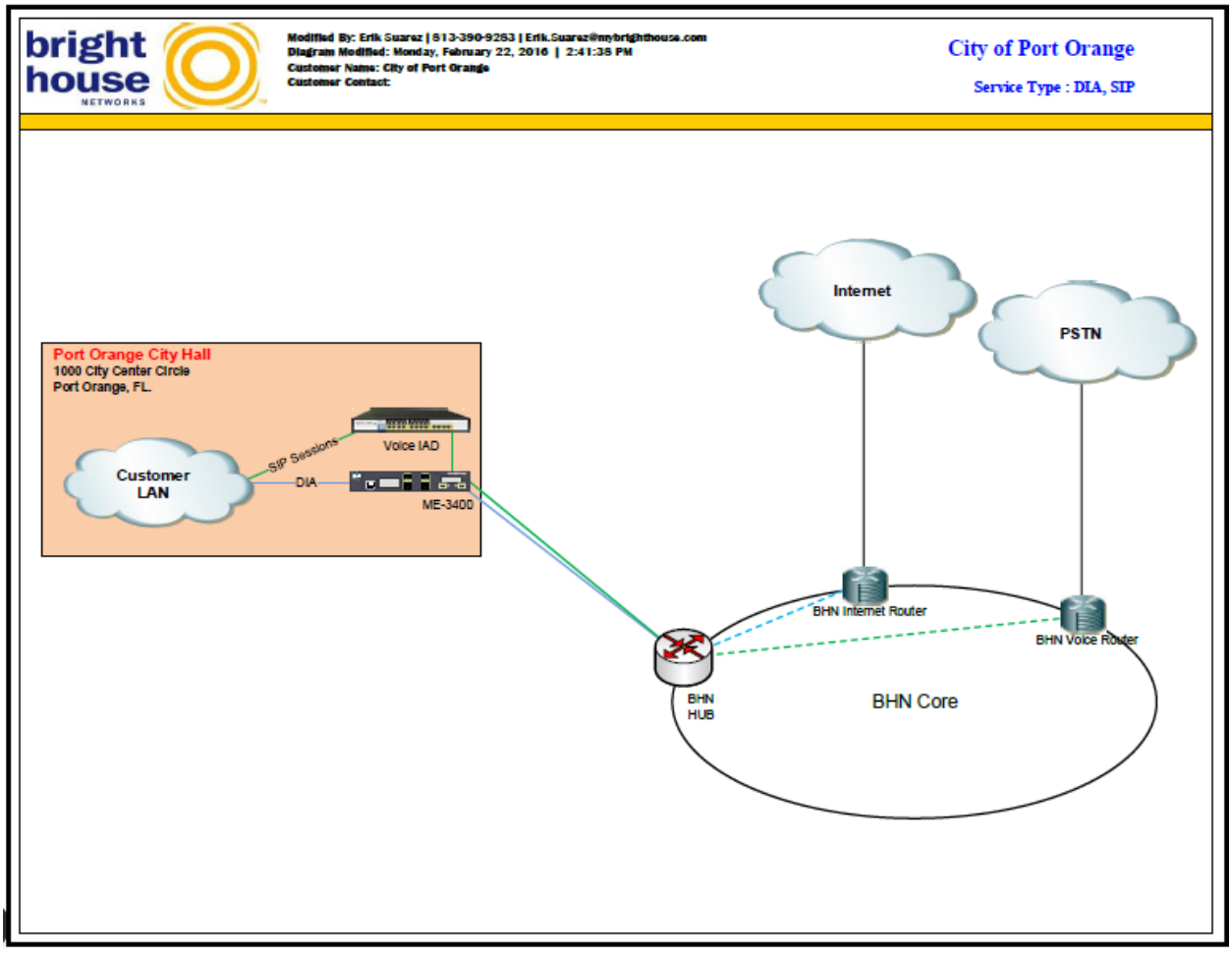
•	**PORT ORANGE CITY HALL / 1000 City Center Cir**		
	○ 1000Mbps Dedicated Internet Access	$5,000	per month
	▪ 128 IP Addresses	$49	per month
	○ 48 SIP Sessions	$550	per month
	▪ Includes: 500TNs, 5,000 Domestic LD Minutes		
	○ 5,000 Domestic Long Distance Minute Plan	$125	per month
•	**PORT ORANGE FIRE STATION #72 / 6027 Central Park Blvd**		
	○ High Speed Data 100x10	$135	per month
	○ (1) Static IP	$15	per month
•	**PORT ORANGE FIRE STATION #75 / 1701 Town West Blvd**		
	○ High Speed Data 100x10	$135	per month
	○ (1) Static IP	$15	per month
•	**PORT ORANGE FIRE STATION #74 / 6701 Airport Rd**		
	○ High Speed Data 100x10	$135	per month
	○ (1) Static IP	$15	per month
•	**PORT ORANGE PARKS MAINTENANCE FACILITY / 5839 Trailwood Dr**		
	○ High Speed Data 100X10	$135	per month
	○ (1) Static IP	$15	per month
•	**PORT ORANGE CYPRESS HEAD CELL TOWER / 6272 S. Williamson Blvd**		
	○ High Speed Data 50x5	$85	per month
	○ (1) Static IP	$15	per month
	TOTAL PER MONTH	**$6,424**	**per month**

Considerations:

- 36 Month Term (with 2 year renewal option as specified in RFP No. 16-13).
- One-Time Installation Fee for Coax Based Services: $300.
- Assumes 90-120 days for construction/installation – this is a standard timeline.
- Fiber is backed by a Service Level Guarantee of a 1 Hour Response Time and a 4 Hour Mean Time to Repair.

Note: Agreement is contingent on Bright Acceptance of Quoted Rates and Term against Internal Financial Feasibility Model.

Network Diagram:



# # #

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2016**, 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 **BRIGHT HOUSE NETWORKS, LLC**, a Delaware limited liability corporation registered to transact business in Florida, whose principal address is 5823 Widewaters Parkway, East Syracuse, New York 13057 ("Contractor" or "BHN"). (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 all necessary connections and equipment in order to deliver enterprise grade internet connectivity and telephony access at the point of presence (POP) at Port Orange City Hall, located at 1000 City Center Circle, as more specifically described in City of Port Orange Request for Proposal Number 16-13, Bright House Networks Enterprise Solutions Proposal dated April 14, 2016, together with Attachments "B", "C" and "I" (attached hereto collectively as "Exhibit "1"), and the Service Order attached hereto as Exhibit "2", and such Exhibit "1" and Exhibit "2" are expressly made a part of this Contract as though fully set forth herein.

(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 the Contract is signed by the Parties and shall continue until September 30, 2019 (the "Initial Term").

Renewals: This Contract may be renewed for an additional two (2) years at the discretion of the City.

Manner and Place: As outlined in Exhibit "1" in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, 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(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for Purchase Order(s) issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of a written Purchase Order(s) issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion

2. *City Obligations*. In return for the services identified above, the City agrees to compensate the Contractor as set forth in Exhibit "2" subject to a limit up to but not to exceed Seventy-Seven Thousand Eighty-Eight and 00/100 Dollars ($77,088.00) for each fiscal year, with up to an additional two (2) years renewal at the discretion of the City, plus applicable state and federal fees and surcharges. 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. ***Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.**

4. *Contract Administration*. The Information Technology Manager, James Hicks, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. *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, upon sixty (60) days prior written notice to Contractor.

(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, including those mentioned in subsection (d) below, 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 for any amounts payable to Contractor for construction or installation charges up to $20,600.34, or any monthly recurring charges, 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. Notwithstanding the foregoing, once the initial term has been successfully completed and all recurring monthly payments due have been made, the City shall no longer be obligated to reimburse Contractor for construction or installation charges for any reason including but not limited to early termination for convenience, default, or non-appropriation.

(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.

6. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor may include similar provisions in any subcontract, and may 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.

7. *Termination for Default*. Either party may terminate this Contract, without further obligation, except as otherwise provided in paragraph 5.(c)(i-v.) above, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein, if such failure continues for a period of thirty (30) days following notice from the other party specifying the default.

8. *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.

9. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

10. *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, including any amounts payable to Contractor for construction or installation charges or monthly recurring charges up to $20,600.34. Notwithstanding the foregoing, once the initial term has been successfully completed and all recurring monthly payments due have been made, the City shall no longer be obligated to reimburse Contractor for construction or installation charges for any reason including early 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.

11. *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 Contract 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 Limits: Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of $500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability Limits:	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. Limits: Additional Coverage:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. Limits:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
~~Professional Liability (Errors & Omissions)~~ ~~Limits:~~	~~Coverage- $1,000,000 minimum~~	

12. *Assignability of Contract*. Contractor will not assign this Contract without the prior written consent of City, except that upon thirty (30) days' prior written notice to City, Contractor may assign this Contract without such consent (i) pursuant to any merger, acquisition, consolidation, sale or other transfer of all or substantially all of the assets or business of Contractor or (ii) to any affiliate of Contractor; provided that any such assignee agrees in writing to assume all obligations of Contractor under this Contract. For the purposes of this paragraph, an "affiliate" of a party means any entity which, as of the effective date of the assignment, controls, is controlled by, or is under common control with the party, where "control" of an entity means ownership of fifty percent (50%) or greater of the equity of that entity or the ability to direct the

management of that entity. Any purported assignment of this Contract in violation of this Section is void. This Contract binds and benefits the parties and their respective successors and assigns.

13. *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; provided that (a) Contractor shall not be required to perform any extra work for which the City does not agree to pay all amounts reasonably required by Contractor and (b) any decrease in the quantity of work shall not reduce any amounts payable to Contractor for costs already incurred by Contractor. 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.

14. *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.

15. *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.

16. *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.

17. *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 that constitute fraud.

18. *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.

19. *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.

20. *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.

21. *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.

22. *Controlling Law*. **THIS CONTRACT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE CONTRACT 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.**

23. *Additional Provisions*. Additional provisions as may have been outlined in Request for Proposal Number 16-13, 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 are hereby incorporated in this Contract.

24. *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.

25. *Notice*. For purposes of this Contract, 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: James Hicks, Information Technology Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5545

Contractor:
Bright House Networks, LLC
Attention: Brad Freathy, Vice President, Enterprise Sales & Solutions Engineering
4145 S. Falkenburg Road

Riverview, FL 33578
(813) 684-6100

Copy to: Bright House Networks, LLC
Attention: Lisa Bryant, Account Executive
65 South Keller Road
Orlando, Florida 32810
(386) 589-9663 – Mobile
Lisa.Bryant@mybrighthouse.com

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.

26. *Contract Construction.*

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract 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 Contract.

27. *Authority to Sign*. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

[Remainder of this page intentionally left blank]

Witnesses:

BRIGHT HOUSE NETWORKS, LLC

By:_____

Brad Freathy, Vice President, Enterprise Sales & Solutions Engineering for Bright House Networks, LLC

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

_____

Printed Name:_____

_____

Printed Name:_____

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Brad Freathy, as Vice President, Enterprise Sales & Solutions Engineering for Bright House Networks, LLC, a Delaware limited liability corporation registered to transact business in Florida, and who:

[Notary: Please select one]

☐ is personally known to me; or
☐ has produced _____as identification.

_____

Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

_____

Printed Name:_____

By:_____
Allen Green, Mayor

_____

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

_____

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

_____

Printed Name:_____

By:_____
Robin L. Fenwick, CMC, City Clerk

_____

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

_____

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 5201]

Exhibit 1

Add Initial Budgetary Proposal

Add Final Proposal for City of Port Orange

BRIGHT HOUSE NETWORKS
enterprise solutions

Initial Budgetary Proposal:
Dedicated Fiber Internet Access, SIP, and High Speed Data

Prepared For: City of Port Orange

Prepared By: Lisa T. Bryant

Date: 4/14/2016

Solution Includes:

•	**PORT ORANGE CITY HALL / 1000 City Center Cir**		
	o 1000Mbps Dedicated Internet Access	$5,000	per month
	▪ 128 IP Addresses	$49	per month
	o 48 SIP Sessions	$550	per month
	▪ Includes: 500TNs, 5,000 Domestic LD Minutes		
	o 5,000 Domestic Long Distance Minute Plan	$125	per month
•	**PORT ORANGE FIRE STATION #72 / 6027 Central Park Blvd**		
	o High Speed Data 100x10	$135	per month
	o (1) Static IP	$15	per month
•	**PORT ORANGE FIRE STATION #75 / 1701 Town West Blvd**		
	o High Speed Data 100x10	$135	per month
	o (1) Static IP	$15	per month
•	**PORT ORANGE FIRE STATION #74 / 6701 Airport Rd**		
	o High Speed Data 100x10	$135	per month
	o (1) Static IP	$15	per month
•	**PORT ORANGE PARKS MAINTENANCE FACILITY / 5839 Trailwood Dr**		
	o High Speed Data 100X10	$135	per month
	o (1) Static IP	$15	per month
•	**PORT ORANGE CYPRESS HEAD CELL TOWER / 6272 S. Williamson Blvd**		
	o High Speed Data 50x5	$85	per month
	o (1) Static IP	$15	per month
	TOTAL PER MONTH	**$6,424**	**per month**

Considerations:

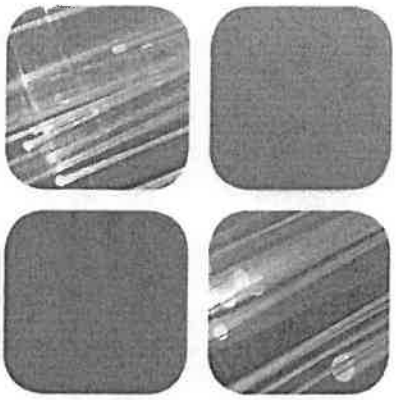
- 36 Month Term (with 2 year renewal option as specified in RFP No. 16-13).
- One-Time Installation Fee for Coax Based Services: $300.
- Assumes 90-120 days for construction/installation – this is a standard timeline.
- Fiber is backed by a Service Level Guarantee of a 1 Hour Response Time and a 4 Hour Mean Time to Repair.

Note: Agreement is contingent on Bright Acceptance of Quoted Rates and Term against Internal Financial Feasibility Model.

EXHIBIT "1"

Bright House Networks
Enterprise Solutions

Voice | Data | Cloud | Managed Services



FINAL

Proposal for:

City of Port Orange

Lisa Bryant
Account Executive
Bright House Networks Enterprise Solutions
65 S Keller Rd
Orlando, Florida 32810
Cell: 386-479-4074
Lisa.Bryant@mybrighthouse.com

Proposal Date: 4/14/2016

BRIGHT HOUSE NETWORKS
enterprise solutions

WE'RE WIRED DIFFERENTLY.

EXHIBIT "1"

BRIGHT HOUSE NETWORKS
enterprise solutions

Central Florida Division

City of Port Orange,

Thank you for the opportunity to assist you with your business services needs. As the local leader of advanced communications and networking services, we think globally, but invest locally in the long-term success of our clients and our community. We've built our leading edge all fiber network from the ground up to provide the connectivity, security, and reliability today's organizations demand.

The strength of our network, combined with a comprehensive portfolio of products and services, allows us to design and deliver highly customized, scalable, and technologically advanced Enterprise Solutions. Most importantly, we don't force a one-size-fits-all product; we work closely with our clients to deliver an integrated solution that meets your organization's specific needs.

All of our innovative solutions are delivered over our privately owned and operated all fiber network and backed by a world-class team of dedicated account representatives, management, engineers, and technicians who are locally based to provide full-time support 24/7/365. The result is superior performance you can always rely on.

Please take a few moments to review this product overview and proposal, and let me know if you have any questions. I'm looking forward to working with you and your business.

Sincerely,

Lisa Bryant
Enterprise Account Executive

EXHIBIT "1"

Overview

Bright House Networks Enterprise Solutions is a trusted provider of advanced communications and networking services with an extensive, privately owned, all fiber network in the markets we serve. A leading provider in Florida, we also have footprints in Bakersfield, CA; Birmingham, AL; Indianapolis, IN, and Detroit, MI. Our comprehensive product portfolio of Voice, Data, Cloud, and Managed Services combines the strength of our reliable all fiber network and the versatility of our multi-faceted, cloud-based features and services. Our industry-leading products and locally based, dedicated team of management, engineers, and technicians can support the needs of medium businesses to large scale, multi-site organizations.

We believe that in order to truly deliver advanced networking solutions that are reliable, customized, and innovative, we need a strong personal relationship with every business we serve. We don't force a one-size-fits-all, cookie-cutter product that fails to take the client's needs into account. Instead, we listen to our client's requirements and deliver a customized solution that's developed, designed, and supported by a world-class technology team. We learn our client's business to fully understand their needs and goals, and we work closely with them to exceed those goals.

Our success is based on a premise: to think differently about our clients.

- **We view them differently.** We know our clients. They have a face and a name. We see them as true partners, not line items.
- **We deliver solutions differently.** We innovate from a client-centric point of view, not a company-defined product line-up. Our products and services are delivered with real-time guaranteed service levels (SLAs).
- **We build client relationships differently.** We base them on strong local connections and superior customer service, including a local account team and executive management support that eliminates bureaucracy and accelerates problem solving.
- **We're focused differently.** We own and operate our network end-to-end to invest in the long-term success of each client, and our community, with superior network performance they can always count on.

Simply put – We're Wired Differently.

EXHIBIT "1"

Hosted Voice

Hosted Voice from Bright House Networks Enterprise Solutions is a fully managed cloud-based solution that offers advanced unified communications customized to fit your organization's specific needs. It's a fully scalable solution that improves productivity and provides a flexible, cost-effective pay-as-you-go feature to fit any budget. Hosted Voice provides seamless connection to the office from anywhere, maximizing the productivity of your mobile and remote employees.

Hosted Voice is reliable and responsive. Our fully redundant facilities-based IP core infrastructure ensures availability and quality of service. Features such as voice mail and automated attendant are located in the cloud, which means there is no loss of service due to inclement weather or local loss of power, ensuring business continuity. As technology advances, features are seamlessly integrated in the Enterprise Solutions cloud and automatically upgraded, eliminating costly and difficult upgrades that organizations face when managing a premise-based voice platform.

Hosted Call Center

Hosted Call Center is a cloud-based call center solution to fit multiple needs and functions ranging from an informal to highly complex call center environment. It supports call center functions to intelligently route calls with cloud-based inbound call center features such as customizable Call Center Agent Feature Packs, advanced call control, supervisor monitoring features, robust call center reporting, and real-time tracking.

Whether you have a simple, informal call center environment or operate a complex high-volume call center, Enterprise Solutions will scale the solution to your organization's needs. From automatically routing calls anywhere with a simple call distribution and queuing scenario to advanced routing and call management options, our fully managed solution includes all the equipment, software, and service, without burdensome startup costs.

Enterprise Trunking

Enterprise Trunking from Bright House Networks Enterprise Solutions is a smart choice for an organization with a substantial investment in an existing private branch exchange (PBX) or key system. Enterprise Trunking is a cost-effective way to upgrade and expand your premise-based voice system using dedicated fiber-based connectivity.

Enterprise Trunking seamlessly integrates your organization's data, local, and long distance calling over a dedicated and secure all fiber connection. It can be customized to the specifications of your organization to ensure interoperability with any premise-based phone system, and can be scaled up quickly as your company's needs expand.

EXHIBIT "1"

Dedicated Internet Access

Bright House Networks Enterprise Solutions provides reliable Dedicated Internet Access that can support large bandwidth requirements by providing a dedicated all fiber connection between your company and the Internet. Our solutions are scalable, so it's simple to adjust bandwidth as your company expands and requirements change.

Dedicated Internet Access easily integrates with our portfolio of enterprise products and services to provide your organization with a cost-effective, seamless solution utilizing the latest in advanced technologies. We provide exceptional connectivity with our fully redundant facilities-based IP core infrastructure to support the complex operations of large organizations.

Metro Ethernet

Metro Ethernet is a private and secure Wide Area Network (WAN) solution that connects across multiple sites. Bright House Networks Enterprise Solutions delivers Metro Ethernet services that provide flexible, seamless point-to-point and multipoint-to-multipoint connectivity that can be customized to cost-effectively meet your organization's growing bandwidth demands. Delivering wide area connectivity with symmetrical upload and download speeds up to 10 Gbps, Metro Ethernet allows your organization to securely extend its reach and connect multiple locations via dedicated all fiber access.

Our all fiber Metro Ethernet services can be easily deployed in multiple configurations based on your organization's specific requirements. We optimize existing resources by working in conjunction with your current LAN infrastructure and IT staff to support and connect all your locations to streamline operations and enhance employee productivity. Metro area connectivity needs differ from organization to organization, so we don't force a one-size-fits-all service. We'll customize a Metro Ethernet solution to fit your exact specifications, now and for the future.

Unified Communications

Unified Communications (UC) from Bright House Networks Enterprise Solutions allows organizations to take full advantage of today's borderless work environment, both within the office and outside of it, by increasing productivity, improving reachability, and enhancing efficiency.

UC works with our Hosted Voice solution adding significant enhancements including instant messaging and presence, desktop sharing, video calling, and web collaboration. Cloud-powered and fully managed, it provides a seamless communications experience across fixed and mobile platforms – your desk phone, desktop, Apple and Android devices, or laptop.

EXHIBIT "1"

Managed Security

Managed Security from Bright House Networks Enterprise Solutions provides a comprehensive selection of Managed Internet Security and Managed Email Security services to protect your network, applications, and email from the growing threat of security breaches and attacks with leading edge firewall protection and advanced network defense systems to inbound and outbound email.

Enterprise Solutions will design and proactively manage a customized solution to help you keep pace with emerging security threats. We partner with industry leader Cisco for customized email security solutions and enterprise class firewall and router equipment that scale to meet your needs.

Managed Network

Eliminate costly and unexpected capital expenses by converting to an affordable monthly operating expense with our Managed Network services. Managed Wide Area Network (WAN) and Managed Local Area Network (LAN) from Bright House Networks Enterprise Solutions can help your organization stay competitive and improve profitability. We provide new Cisco equipment with ongoing warranty support, software patch updates, maintenance, repair, and replacement, saving your organization the cost of network upkeep.

Equipment monitoring is performed 24/7/365, maximizing your company's network availability, performance, and efficiency. Our upfront network design and installation ensures the best technology solution for your organization's network needs.

Managed WiFi

Keep your workforce, customers, and business partners connected 24/7/365 with Managed WiFi from Bright House Networks Enterprise Solutions. Managed WiFi includes the installation, implementation, and ongoing management of your organization's own private and secure WiFi network. It's designed to align with your specific security requirements and includes the installation of multiple WiFi access points to ensure superior and reliable signal quality.

Managed WiFi will support your growing access needs, while providing consistent, secure wireless connectivity. Our solutions are backed by strong service level guarantees over our privately owned all fiber network. Our core fiber backbone is supported by 24/7/365 monitoring.

EXHIBIT "1"

Network Diagram:

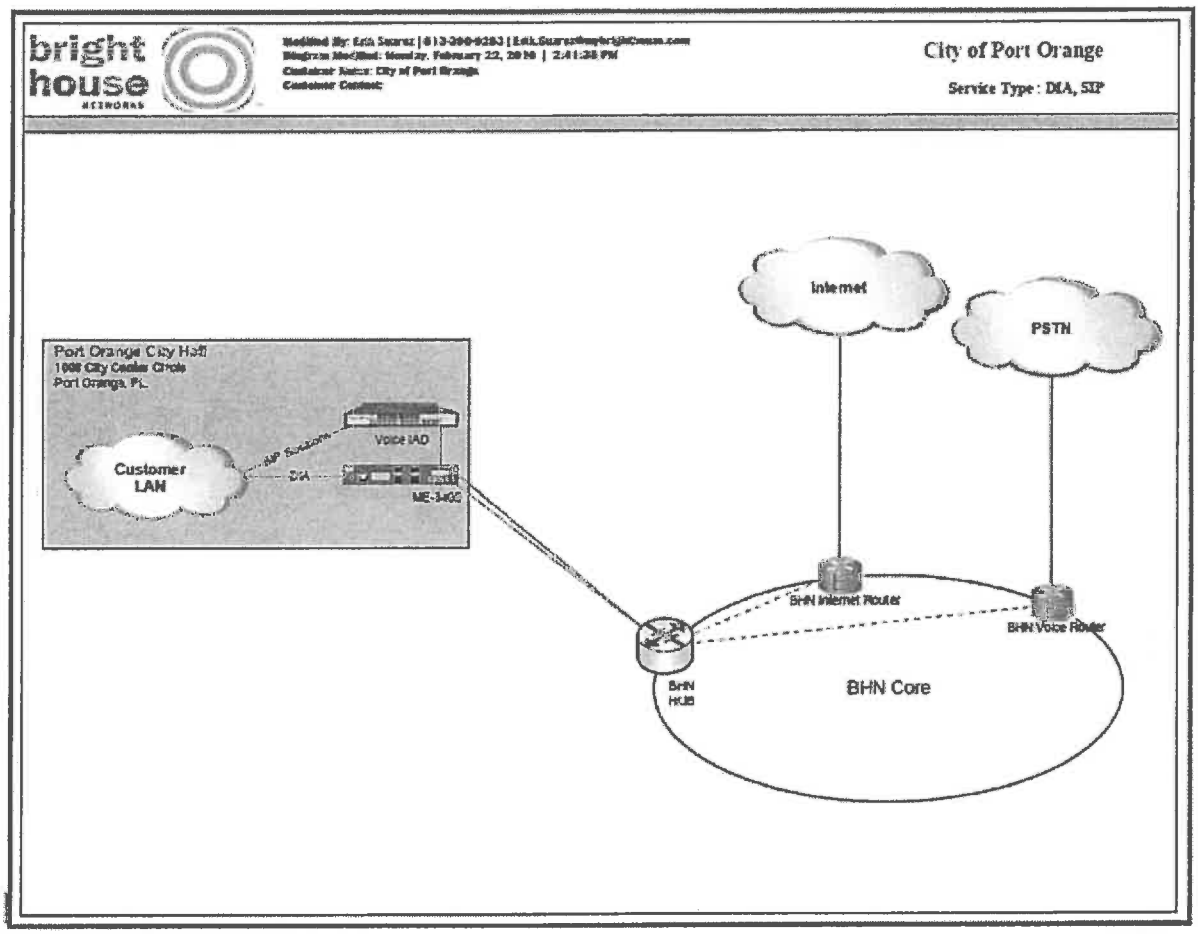


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EXHIBIT "1"

SECTION 00090

SCOPE OF SERVICES AND REQUIREMENTS

RFP FOR INTERNET ACCESS AND TELEPHONY SERVICE

INTRODUCTION & BACKGROUND

The City of Port Orange is requesting proposals from qualified service providers for enterprise grade internet access and telephony service. The intent of this RFP is to enter into a contract or contracts for Internet Access and Telephony Service for a three (3) year term with an option to renew for an additional two (2) years beginning September 1st, 2016.
The City of Port Orange is currently connected to the internet via Level3 Communications at the synchronous rated bandwidth of 40Mbps with a Class C IP address range of 66.193.239.1 through 66.193.239.254.
Telephony service is currently provided by the means of two (2) primary rate interfaces delivering up to 46 concurrent calls with a block of 500 direct inward dials in the 386-506-5500 through 386-506-5999 range. The City of Port Orange is aiming to eliminate the usage of primary rate interfaces in favor of the more modern session initiation protocol, with the possibility of a primary rate interface as a failover mechanism.

SPECIFICATIONS

Qualified service providers will be required to provide all necessary connections and equipment in order to deliver enterprise grade internet connectivity and telephony access at the point of presence (POP) at Port Orange City Hall, located at 1000 City Center Circle, Port Orange, FL.

INTERNET ACCESS

- Minimum synchronous bandwidth of 200Mbps, scalable up to 1Gbps using existing leased circuits/networks or using circuits/networks bundled as part of the solution.
- Minimum of 128 contiguous (256 preferred) static IP addresses reserved exclusively for the use of the City of Port Orange.
- Internet Access delivered to point of presence (POP) at Port Orange City Hall.
- All equipment to include connections, routers, media converters, battery backups, etc.
- Industry standard 99.9% uptime service level agreement (SLA).
- Access to network operations center (NOC) technical support and troubleshooting service 24 hours per day, 365 days per year.

TELEPHONY SERVICE

- Session Initiation Protocol (SIP) Trunk with minimum 50 concurrent calls, scalable up to 100 concurrent calls.
- Local number portability for continued use of current direct inward dial (DID) block of 386-506-5500 through 386-506-5999.
- Trunk shall provide local, long distance, and international calling with the option for bundled usage packages and/or pricing per minute.
- Trunk shall provide E911 calling with PS/ALI service.
- Trunk should be engineered for voice quality of service.

EXHIBIT "1"

- Compatibility and interface with Cisco Unified Communications Manager call control platform.
- Industry standard 99.9% uptime service level agreement (SLA).
- Access to network operations center (NOC) technical support and troubleshooting service 24 per day, 365 days per year.

TERM

The term of this contract shall be for three (3) years with an option to renew for an additional two (2) years at the discretion of the City of Port Orange.

EXHIBIT "1"

Attachment B

Business Phone Service, SMB Hosted Voice Service, Enterprise Hosted Voice Service, Hosted Voice for Hospitality, Trunks & Data Service/Business Trunking Service and Enterprise Trunking Service (collectively, "Voice Services")

Business Phone Service: If City selects to receive Business Phone Service delivered over coaxial cable, City will receive telephone service consisting of one or more telephone lines and a variety of features, as described more fully in the applicable Service Order.

SMB Hosted Voice Service: If City selects to receive Hosted Voice Service delivered over coaxial cable, BHN shall provide a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance.

Enterprise Hosted Voice Service: If City selects to receive Hosted Voice Service delivered over fiber, BHN shall provide a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance.

Hosted Voice for Hospitality Service: If City selects to receive Hosted Voice for Hospitality Service, BHN shall provide a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Enterprise Hosted Voice for Hospitality Service is delivered to City over BHN-provided fiber or BHN-provided coaxial cable. Hosted Voice for Hospitality City may receive Property Management System integration and other services, including a variety of features, as described more fully in the applicable Service Order.

Non-SMB Hosted Voice Service: Enterprise Hosted Voice Service and Hosted Voice for Hospitality Service.

Unified Communications Service: If City selects to receive Unified Communications features that are added onto an SMB Hosted Voice Service or Non-SMB Hosted Voice Service, BHN shall provide a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, and (iv) web collaboration service.

Trunks & Data Service/Business Trunking Service: If City selects to receive Trunks & Data Service/Business Trunking Service delivered over coaxial cable, BHN shall provide a combination of (i) voice trunks via PRI T1, CAS T1, analog or SIP; and (ii) Business Internet Service.

Enterprise Trunking Service: If City selects to receive Enterprise Trunking Service, BHN shall provide Business Trunking Service over fiber delivered via PRI T1, CAS T1, analog trunks or SIP trunks.

City's use of the Voice Services is subject to the following additional terms and conditions:

For all Voice Services:

B1 The location and address associated with the Voice Service will be the address identified on the Service Order. City is not permitted to move BHN Equipment from the location and address in which it has been installed. If City moves BHN Equipment such as a voice-enabled cable modem or voice-enabled router to an address different than that identified on the Service Order, calls from such modem to 911 will appear to 911 emergency service operators

to be coming from the address identified on the Service Order and not the new address. City consents to BHN's disclosure of City's name, address and or/telephone number in response to 911 and similar public safety requests and to the telephone companies serving those end users to whom City calls so that calls may be completed.

B2 City acknowledges that it may take up to seventy-two hours to fully provision the E911 services, and if City makes a 911 call during this interval, City may be required to give its physical address and location information to the 911 emergency dispatcher.

B3 City agrees that BHN will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to City-provided equipment, facilities or services. City acknowledges that BHN does not guarantee that the Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or City-provided equipment, facilities and services, and that City must contact (at City's sole expense) any applicable alarm, security, medical or other monitoring system or service provider or other third-party service provider in order to test the operation of City-provided equipment, facilities and systems with the Voice Service.

B4 City agrees to provide BHN and its authorized agents with access to City's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of the Voice Service over existing wiring. City hereby authorizes BHN to make any requests from City's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that BHN has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install the Voice Service and all related equipment.

B5 City acknowledges that the existing telephone wiring inside City's and/or any End User's facility (as applicable) may not support both the Voice Service and digital subscriber line (DSL) service or other services provided by other service providers. Therefore, if City intends to obtain service from other providers in addition to Voice Service, City must maintain separate wiring, not provided by BHN, specifically for use with such other services provided by other service providers and must ensure that any existing DSL service or other service is properly disconnected from all wiring to be used for Voice Service prior to installation of Voice Service on City's existing wiring.

B6 Information relating to City calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Voice Service usage by City, and information contained in City's bills (collectively, "City Proprietary Network Information" or "CPNI"), that is obtained by BHN pursuant to its provision of the Voice Service will be protected by BHN as described herein, in BHN's Customer Privacy Notice and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) City's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.

B7 BHN may use and disclose CPNI when required by applicable law. BHN may use CPNI and share CPNI with its partners and contractors without City consent: (i) to provide services and bills to City; (ii) pursuant to applicable law; (iii) to protect the interests of BHN, City and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of BHN's network systems; and (v) to market additional BHN services to City that are of the same category as the services that City purchases from BHN. BHN will obtain City's consent before using CPNI to market to City BHN services that are not within the categories of services that City purchases from BHN. City agrees that, except as provided in Section 14.0 of the Terms and

Conditions and applicable law, BHN will not be liable for any losses or damages arising as a result of disclosure of CPNI.

B8 City may obtain from BHN Calling Details showing City's outbound calls made within a trailing 90-day period. City may access this information by logging in through City's secure account information page on BHN's web portal or by requesting such information in writing or by telephone call to BHN. If City has not been assigned a designated account representative, BHN will respond to City requests for City Calling Details only in compliance with BHN's then-current authentication requirements and applicable law. Such authentication requirements may require City to obtain a secure password, which may be required for both online and telephone requests for Calling Details. BHN will provide the requested Calling Details by sending a printout or CD containing the requested information to City's account address of record or by making the document or information available to City or City's employee at a BHN retail location upon presentment of a valid government-issued photo ID by City. BHN will notify City of any requests to change account passwords, activate online account access and change City's account address of record. BHN may provide such notice by voicemail, by e-mail or by regular mail to City's prior account address of record.

B9 In the event that a material error or omission in City's directory listing information, regardless of form, is caused by BHN, City's sole and exclusive remedy shall be a partial service credit in an amount set by BHN's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, BHN shall have no other liability for any error or omission in any directory listing information.

B10 City represents and warrants that all Voice Services purchased hereunder are for retail purposes only. BHN does not support City's resale of Voice Services to any other end user, including but not limited to, providing individual end user support for E911 addressing, local number portability, calling name delivery, end user billing, and directory listings. Furthermore, City agrees that all Voice Services purchased hereunder will be subject to taxes, fees, and assessments based on City's use of the Voice Services as a retail end user.

For Business Phone Service:

B11 BHN's obligation is to provide Voice Service to the customer accessible interface device or equipment installed by BHN at the BHN network demarcation point on City's premises. City is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of City-provided equipment, facilities and systems to be used with the Voice Service and connecting such equipment, facilities and systems to the BHN network interface device or equipment. City must notify BHN at least seventy two (72) hours prior to City's scheduled installation appointment if City seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.

B12 City acknowledges that the voice-enabled cable modem used to provide Business Phone Service is electrically powered and that the Business Phone Service, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a BHN network service interruption. City also acknowledges that, in the event of a power outage at City or any End User's facility, any back-up power supply provided with a BHN-provided voice-enabled cable modem may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Business Phone Service will be available in all circumstances. City shall notify BHN when any battery or back-up power supply included with the BHN-provided voice-enabled cable modem is not functioning properly. City also acknowledges that, in the event of a loss of power that disrupts the local BHN network, the battery or back-up power supply included with the BHN-provided voice-enabled cable modem will not provide back-up service and the Business Phone Service will not be available.

B13 City shall not use Business Phone Service to connect to PBX, automatic-dialers, or use the service in conjunction with high volume calling such as telemarketing or surveying. BHN has the right to limit the Business Phone Service to reasonable quantities of minutes and messages used or consumed by City to prevent abuse from excessive usage or fraud and to maintain a high level of service for other BHN customers. Any breach of this provision could, at BHN's discretion, lead to immediate termination of the service at no liability to BHN and payment of all damages incurred.

For Trunks & Data Service/Business Trunking Service:

B14 BHN's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by BHN at the BHN network demarcation point on City's premises. City is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of City-provided equipment, facilities and systems to be used with the Voice Service and connecting such equipment, facilities and systems to the BHN network interface device or equipment. City must notify BHN at least seventy two (72) hours prior to City's scheduled installation appointment if City seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.

B15 If City uses a PBX or similar device in connection with the Trunks & Data Service/Business Trunking Service, City is responsible for programming the PBX to ensure that agencies receiving E911 emergency calls through the PBX will receive appropriate information about the location of the caller. A termination unit with an integrated access device or SIP terminating device (collectively referred to as "Trunk Equipment") will be provided and installed by BHN at no charge to City. City is responsible for battery backup for the Trunk Equipment. In the event of a power outage, the duration of Service during a power outage using the Trunk Equipment will depend on City's battery backup choice. If the Trunk Equipment that supplies the Trunks & Data Service/Business Trunking Service is disconnected or removed and/or the battery is not charged, the Trunks & Data Service/Business Trunking Service, including access to E911, will not be available. BHN shall not be responsible for any loss of service resulting from any such power failure.

B16 The Trunks & Data Service/Business Trunking Service does not support the use of auto dialers. Additionally, BHN has the right to limit the Trunks & Data Service/Business Trunking Service to reasonable quantities of minutes and messages used or consumed by City based on any committed minutes on the Service Order to prevent abuse from excessive usage or fraud and to maintain a high level of service for other BHN customers. Any breach of this condition could, at BHN's discretion, lead to immediate termination of the service at no liability to BHN and payment of all damages incurred.

B17 BHN provides the Trunks & Data Service/Business Trunking Service to the point of network demarcation (network interface device) and is not responsible for City wiring or City premise equipment such as a PBX. City agrees to ensure that City's PBX is adequately secured from unauthorized access.

B18 If City would like for individual phone numbers to have different locations for E911 purposes, City must provide telephone number location information to BHN in writing; provided that the different locations are located with within the same rate or wire center.

For SMB Hosted Voice and Non-SMB Hosted Voice:

B19 City must notify BHN at least seventy two (72) hours prior to City's scheduled installation appointment if City seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.

B20 City is responsible for battery backup for the equipment. In the event of a power outage, the duration of Service during a power outage using the equipment will depend on City's battery backup choice. If the equipment that supplies the Service is disconnected or removed and/or the battery is not charged, the Service, including access to E911, will not be available. BHN shall not be responsible for any loss of service resulting from any such power failure.

B21 BHN may use any tools it reasonably deems necessary or advisable to support the service, including remote access to the equipment.

B22 City must not add to or change any equipment provided for service without written authorization from BHN.

B23 BHN has the right to limit Hosted Voice to reasonable quantities of minutes and messages used or consumed by City to prevent abuse from excessive usage or fraud and to maintain a high level of service for other BHN customers. Any breach of this provision could, at BHN's discretion, lead to immediate termination of the service at no liability to BHN and payment of all damages incurred.

B24 During the Term and for six (6) months thereafter (collectively, the "Non-Solicitation Period"), City shall not directly or indirectly solicit, induce away, hire, engage as a contractor or recommend for employment by any third party any Covered Resource (as defined below). If City breaches the foregoing provision, then City shall pay to BHN an amount equal to the applicable Covered Resource's annual monetary compensation by BHN for the prior calendar year, inclusive of any bonus or other monetary benefits. "Covered Resource" means any then-current or then-former employee of BHN or of any affiliate of BHN (with Advance/Newhouse Partnership deemed an affiliate of BHN for such purpose), to the extent such person is or was directly involved in the performance of this Contract.

B25 If Services are to be performed on City owned phones, City shall specifically designate each phone for which it wishes BHN to provide the applicable Services, such as by providing model number, serial number, product ID, and/or MAC address. BHN will not support phones that have not been designated by City.

For Unified Communications Services:

B26 Unified Communications Services are available in personal computer and mobile phone or tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service. Changes made to either the features, functionalities, or capabilities, or to the application user interface formats shall be at the sole discretion of BHN.

B27 Unified Communications Services are nonexclusive and nontransferable, and City shall prohibit use of the Unified Communications Services by any third party other than the City for such City's internal business purposes.

B28 Use of the Unified Communications Services by City does not permit or imply any passing of title, trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable materials, designs, logos, and/or any other intellectual property from BHN or its third party vendors involved in delivering the Unified Communications Services to City.

B29 THIRD PARTY VENDORS USED BY BHN IN DELIVERING THE UNIFIED COMMUNICATIONS SERVICES TO CITY DO NOT PROVIDE ANY WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, TO CITY FOR ANY AND ALL DAMAGES, WHETHER DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING FROM THE USE OF THE UNIFIED COMMUNICATIONS SERVICES.

B30 City shall not: (i) copy or adapt the Unified Communication Services for any purpose, other than as specifically permitted under this Contract; (ii) use the Unified Communication Services, other than (a) in accordance with all applicable laws and regulations and (b) as set forth in the documentation provided by BHN to City; (iii) reverse engineer, translate, decompile, or disassemble the Services; (iv) use the Unified Communications Services in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party other than the City; (v) cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Unified Communications Services; or (vi) delete, alter, cover, or distort any copyright or other proprietary notices or trademarks.

B31 If City breaches any terms of this Contract as they relate to the Unified Communications Services, BHN or its third party vendors used in delivering the Unified Communications Services shall be entitled to enforce such terms to cure the material breach.

B32 BHN and any third party service provider BHN uses to provide Unified Communications Services may use City data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of City's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with BHN or City, and (b) administer and/or perform this Contract, any Service Order, and/or any agreement between BHN and such third party service provider. BHN and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of BHN's or such service provider's employees, customers or the public.

Attachment C

Business Internet Service, Dedicated Internet Access Service and Trunks & Data Service/Business Trunking Service and Wireless Backup
(collectively, "Internet Services")

Business Internet Service: If City selects to receive Business Internet Service, BHN shall provide Internet access to the City site(s) set forth in the Service Order. City shall be permitted to connect any number of computers within City's identified sites to the Business Internet Service, provided that use does not exceed the standard bandwidth provided by BHN.

Dedicated Internet Access ("DIA") Service: If City selects to receive DIA Service, BHN shall provide City with a dedicated, scalable service over fiber using a packet-based infrastructure with Internet access between City's data network identified in the applicable Service Order and the BHN facility identified in the applicable Service Order. DIA bandwidth requirements will be set forth in the applicable Service Order.

Trunks & Data Service/Business Trunking Service: If City selects to receive Trunks & Data Service/Business Trunking Service delivered over coaxial cable, BHN shall provide a combination of (i) voice trunks via PRI T1, CAS T1, analog or SIP; and (ii) Business Internet Service.

Wireless Backup: If Customer selects to receive Wireless Backup, BHN shall provide a cellular enabled modem to provide cellular data connectivity if there is a loss of connectivity to BHN's network.

City's use of the Internet Services is subject to the following additional terms and conditions:

C1 City shall not upload, post, transmit or otherwise make available on or via the Internet Services any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. BHN may remove or demand removal of content that in its judgment violates these standards.

C2 BHN shall have the right, but not the obligation, to: (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor City's bandwidth utilization and to limit excessive use of bandwidth (as determined by BHN) as BHN deems appropriate to efficiently manage its network. In the event that any BHN audit reveals that City's usage of a Service exceeds City's rights hereunder, BHN shall have the right, upon notice to City, to move City to a higher tier of Service (which may result in higher monthly charges) or impose other charges. In addition, City shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.

C3 BHN shall have the right, but not the obligation, to; (i) review public content associated with the Internet Services, including chat rooms, bulletin boards and forums, in order to determine compliance with the Contract and any rules now or hereafter established by BHN; and (ii) remove (or demand the removal of) any such content that BHN determines to be unacceptable or to violate the terms of the Contract, any bandwidth utilization limitations or other Terms of Use.

C4 BHN shall allow City employees to use (however in no event shall BHN be responsible for) a Virtual Private Network ("VPN") and to allow the VPN to pass through the cable modem of any Business Internet Service, as applicable, provided that BHN shall have the right to disconnect (or demand the immediate disconnection of) any such Business Internet Services, that degrades any service provided to other subscribers on the BHN network.

For Business Internet Service and Trunks & Data Service/Business Trunking Service:

C5 Each tier or level of Services has limits on the maximum throughput rate at which City may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally will not be sustained on a consistent basis. The throughput rate experienced by City at any time will vary based on numerous factors, including without limitation, the condition of City's inside wiring, computer configurations, third-party Internet and BHN network congestion, time of day and the accessed website servers, among other factors.

For Dedicated Internet Access Service:

C6 OMITTED

For Wireless Backup:

C7 City will only use Wireless Backup in the event of a network failure of the primary network connection supplied by BHN. If BHN determines that City is using the service for other purposes or circumstances, BHN may disconnect the Service at its sole discretion.

Attachment I
Service Level Agreement

If City receives Enterprise Trunking Service (Attachment B), Dedicated Internet Access Service (Attachment C), Metro Ethernet Service (Attachment D), and Enterprise Hosted Voice Service (Attachment L) with BHN Fiber Access:

Service levels:

I1 **Network Availability.** The BHN Backbone Network shall be available 99.95% of the time. The BHN Backbone Network shall mean core routers and transmission equipment in BHN facilities. Network availability is calculated as follows:

$$\frac{\text{(Total number of minutes in the applicable calendar month) - (Total Outage minutes for the applicable calendar month)}}{\text{Total number of minutes in the applicable calendar month}}$$

If this service level is not satisfied during a calendar month, City will be entitled to, as its sole and exclusive remedy, a credit of one thirtieth (1/30th) of the monthly recurring charge ("MRC") for each full hour that the Service is unavailable.

I2 **Mean Time to Restore.** Mean Time to Restore is the monthly average time over any calendar month it takes for BHN to resolve an Outage. Mean Time to Restore is calculated as follows:

Mean Time to Restore = Total outage minutes / Total outage occurrences

BHN will restore service at a City Site affected by an Outage, on average, within four (4) hours after a trouble ticket is opened. If BHN does not meet this service level, City will be entitled to, as its sole and exclusive remedy, a credit equal to one thirtieth (1/30th) of the MRC for the affected City Site.

The BHN NOC shall deem that an Outage has occurred whenever the BHN NOC is informed by City and verifies that City does not have the ability to transmit or receive packets by means of the Service(s), and "Total Outage Minutes" shall be deemed to be the length of time during which the Service(s) is unavailable to City, as reflected on such trouble tickets. Service is considered restored when service has been restored when the trouble ticket is closed. During an Outage, Latency and Packet Loss calculations are suspended and not included in the monthly totals.

The foregoing service levels (including for latency and packet loss, as defined below) shall only apply to the throughput rates as set forth on City's Service Order.

Limitations on service levels. Each of these service levels is subject to the following performance and measurement limitations: (1) City must contact BHN Customer Care at (866) 477-1386 to open a ticket and to request a service level remedy (credit); (2) the total amount credited may not exceed the applicable MRC for the affected Service and is the sole remedy for the Outage; (3) BHN's service levels are provided for on-net services only; and (4) service level measurements will not include:

ia. Outages planned by BHN to carry out emergency maintenance with as much notice as possible given.
ib. Outages planned by City for the purpose of allowing BHN to carry out planned or routine maintenance at times to be agreed with City.

ic. Outages due to the non-release of the affected service element by City to BHN for the purpose of fault verification and/or restoration of availability.
id. Outages due to the malfunction of City equipment and wiring beyond the service demarcation point including LAN and voice equipment and outages due to or extended as a result of denial of access to any site.
ie. Outages due to changes made to services at City's request where BHN has informed City about the Outage in advance and in writing.
if. Outages due to City requested test-assists, provided that the testing is not required as a result of failure of a BHN provided service.
ig. Outages due to defined Force Majeure events as provided for in this Contract.
ih. Outages caused by delinquent payment.
ii. Outages resulting from failures of access circuits or Outages caused by City provided access facilities.

For Dedicated Internet Access (Attachment C) and Metro Ethernet (Attachment D) Services, the following shall apply:

I3 **Latency.** The BHN Backbone Network shall have an average roundtrip packet transit time within the BHN Backbone Network of no more than 25ms. (This average latency is measured as the average of 15 minute samples across the BHN Backbone Network as taken throughout a calendar month.) If this service level is not satisfied during a calendar month, City will be entitled to, as its sole and exclusive remedy, a credit of one thirtieth (1/30th) of the MRC for each full millisecond exceeding the 25ms average.

I4 **Packet Loss.** The BHN Backbone Network shall have an average packet loss of less than one-half percent (0.5%) during any calendar month. Packet Loss is the difference between the number of packets transmitted by a device and the total number of packets received by the intended recipient. If this service level is not satisfied during a calendar month, City will be entitled to, as its sole and exclusive remedy, a credit of one thirtieth (1/30th) of the MRC for each percentage point above the one-half percent (0.5%) average maximum.

I5 **Burstable Service.** If City selects to receive DIA or Metro Ethernet with burstable bandwidth above the committed bandwidth, BHN will deliver committed bandwidth with a bursting capability. When bursting over the committed bandwidth, the latency and packet loss service levels of this Attachment does not apply.

EXHIBIT 2

Service Order

BRIGHT HOUSE NETWORKS
enterprise solutions

ENTERPRISE SOLUTIONS SERVICE ORDER

BILLING INFORMATION

Business Name			Master Account Number
City of Port Orange, FL			5-334415-01
Contact	**Phone**		**Alternate**
Billing Address	**City**	**State**	**Zip**
1000 City Center Circle	Port Orange	FL	32129
Account Executive	**Phone**		**Alt Phone**
Lisa Bryant			
Federal Tax ID	**Tax Exempt Certificate**		**Tax Exempt Status**
00000000000			No

CONTACT INFORMATION

Type	Name	Title	Primary TN	Alternate TN	Email
Authorized Agent	Michael Johansson	City Manager	386-506-5545		mjohansson@port-orange.org

ORDER INFORMATION

Order Type
New

Porting
No

Partial / Full

Additional Order Comments

BRIGHT HOUSE NETWORKS
enterprise solutions

ENTERPRISE SOLUTIONS SERVICE ORDER

SERVICES, FEES, and TERMS by LOCATION

City of Port Orange, FL – Service Address: 1000 City Center Circle Port Orange, FL 32129 – Main BTN:

Product/Service	Action	Qty	One Time Charges (NRC)	Monthly Recurring Charge (MRC)	Total MRC	Service Period (Months)	Product Description
Enterprise Trunking 5,000 Domestic Minutes Outbound LD	Add	1		$125.00	$125.00	36	0.028/minute overage
Enterprise Trunking 48 Trunks, 200 TNs	Add	1		$550.00	$550.00	36	Domestic LD minutes included: 2 year - 4,000; 3 year - 5,000; 5 year - 6,000
Enterprise Additional TFNs (MRC) Above the free 1 TFN per 8 Trunks	Add	300		$0.00	$0.00	36	
Dedicated Internet Access Ip Addresses (128)	Add	1		$49.00	$49.00	36	IP ADDRESSES (128)
Dedicated Internet Access 1000Mbps	Add	1		$5,000.00	$5,000.00	36	

City of Port Orange - 6272 S Williamson Blvd – Service Address: 6272 S. Williamson Blvd Port Orange, FL 32128 – Main BTN:

Product/Service	Action	Qty	One Time Charges (NRC)	Monthly Recurring Charge (MRC)	Total MRC	Service Period (Months)	Product Description
Business Internet 50X5	Add	1	$60.00	$85.00	$85.00	36	
Business Internet 1 Static IP Address	Add	1		$15.00	$15.00	36	

City of Port Orange - 6027 Central Park Blvd – Service Address: 6027 Central Park Blvd Port Orange, FL 32127 – Main BTN:

Product/Service	Action	Qty	One Time Charges (NRC)	Monthly Recurring Charge (MRC)	Total MRC	Service Period (Months)	Product Description
Business Internet 100X10	Add	1	$60.00	$135.00	$135.00	36	
Business Internet 1 Static IP Address	Add	1		$15.00	$15.00	36	

City of Port Orange - 5839 Trailwood Drive – Service Address: 5839 Trailwood Drive Port Orange, FL 32127 – Main BTN:

Product/Service	Action	Qty	One Time Charges (NRC)	Monthly Recurring Charge (MRC)	Total MRC	Service Period (Months)	Product Description
Business Internet 100X10	Add	1	$60.00	$135.00	$135.00	36	
Business Internet 1 Static IP Address	Add	1		$15.00	$15.00	36	

City of Port Orange - 1701 Town West Blvd – Service Address: 1701 Town West Blvd Port Orange, FL 32128 – Main BTN:

Product/Service	Action	Qty	One Time Charges (NRC)	Monthly Recurring Charge (MRC)	Total MRC	Service Period (Months)	Product Description
Business Internet 100X10	Add	1	$60.00	$135.00	$135.00	36	
Business Internet 1 Static IP Address	Add	1		$15.00	$15.00	36	

City of Port Orange - 6701 Airport Rd – Service Address: 6701 Airport Rd Port Orange, FL 32128 – Main BTN:

BRIGHT HOUSE NETWORKS
enterprise solutions

ENTERPRISE SOLUTIONS SERVICE ORDER

Product/Service	Action	Qty	One Time Charges (NRC)	Monthly Recurring Charge (MRC)	Total MRC	Service Period (Months)	Product Description
Business Internet 100X10	Add	1	$60.00	$135.00	$135.00	36	
Business Internet 1 Static IP Address	Add	1		$15.00	$15.00	36	

Totals *	**$300.00**		**$6,424.00**

*Prices do not include applicable taxes and governmental fees that must be paid by Customer in addition to the specified fees

BRIGHT HOUSE NETWORKS
enterprise solutions

ENTERPRISE SOLUTIONS SERVICE ORDER

The services products, prices and terms identified on this Service Order constitute Bright House Networks Enterprise Solutions' offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Bright House Networks Enterprise Solutions reserves the right to rescind this offer at any time, at its sole discretion. Service Order terms and corresponding monthly billing will commence on actual service installation date.

I have received and agreed to the terms of Bright House Networks Business Solutions Services Master Agreement, as applicable and separately provided to me by BHN. Terms and conditions are available at http://enterprise.brighthouse.com/about-us/our-policies/terms-and-conditions.html. Business TV is delivered on a month to month basis and subject to increases.

For Voice Service Orders Only

By signing below, I choose Bright House Networks, LLC ("BHN") as my preferred provider for local, long distance and international long distance telephone service(s) for the above service address and the telephone numbers(s). I authorize BHN to serve as my agent to effectuate the change of my telephone service for each such service. I understand that only one preferred provider may be designated for each telephone service associated with the telephone number(s) listed above. I am at least 18 years of age and legally authorized to change telephone service providers for service providers for services associated with such telephone number(s).

E911 Notification - The Enterprise Solutions voice-enabled equipment is electrically powered and, in the event of a power outage or Bright House Networks Enterprise Solutions network failure, Enhanced 9-1-1 services may not be available. The Bright House Networks Enterprise Solutions Services Master Agreement prohibits moving the voice-enabled premise equipment to a new address. If you do so, Enhanced 9-1-1 services may not operate properly and emergency operators will be unable to accurately identify the caller's address in an emergency. If you would like to move your service you must call Bright House Networks.

After expiration of the original Service Period, except where prohibited by law, this Service Order shall renew automatically for successive renewal terms, each for a period of time equal to the original Service Period or such lesser period as required by law, unless either Party serves the other Party with written notice of non-renewal of this Service Order at least thirty (30) days prior to the expiration of the then-current original Service Period or renewal term, as applicable.

Authorized Signature for Bright House Networks, LLC	Authorized Signature for City of Port Orange, FL
Paul Woelk, VP Finance & Business Operations	Michael Johansson, City Manager
Printed Name and Title	Printed Name and Title
Date Signed	Date Signed

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/07/2016

Consent item: Yes

SUBJECT: Change Order No 2 to Task Authorization No 4 to the contract for Engineering Services with Kimley-Horn and Associates, Inc. for the Riverwalk Park Utility Relocation / Upgrade time extension request.

DEPARTMENT: Public Utilities

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 1 - Develop shovel ready projects in preparation for funding opportunities

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RECOMMENDED MOTION:

Move to approve Change Order No 2 to Task Authorization No 4 contract for Engineering Services with Kimley-Horn and Associates, Inc. for the Riverwalk Park Utility Relocation / Upgrade project time extension.; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY:

On August 4, 2015 Council approved Task Authorization No 4 to the Master Contract for Engineering Services with Kimley-Horn and Associates, Inc. for the Riverwalk Park Utility Relocation / Upgrade. This work is coincidental to the overall Riverwalk Phase 1B effort and involves upsizing the existing 6-inch water line from Ocean Avenue to the service area limit on Ridgewood Avenue..

Change Order No 1 was approved by Council on October 6, 2016 for an additional 60 days that moved the final completion date to January 1, 2016. This additional time was necessary for the bidding phase services and to provide adequate time to complete all of the technical specifications and bidding services required. There was no cost increase associated with this request.

Since that time, the project was awaiting bidding and award. Now that this project is being bid Kimley-Horn and Associates, Inc., has requested another time extension. This tome extension is needed to align the period of time Kimley-Horn will provide services during construction as Engineer-of-Record. Change Order No 2 moves the final completion date from January 1, 2016 to December 29, 2017.These is no adjustment to the contract fee.

Staff recommends approval.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Change Order No 2 to Task Authorization No 4	CO 2 executed KHA.pdf
2.	Letter from Kimley-Horn	2016-05-18 - Extension Request.pdf
3.	Task Authorization No 4	Kimley-Horn - Task Authorization No. 4 - Riverwalk Park Utility Relocation Upgrade.pdf
4.	Change Order No 1 - fully executed	Kimley-Horn - Change Order No. 1 to Task Auth No. 4 fully executed.pdf

Julia Wiggins	Created/Initiated - 05/20/2016
Julia Wiggins	Approved - 05/20/2016
Rick Wilson	Approved - 05/20/2016
Andrew Neff	Approved - 05/20/2016
Diana Fye	Approved - 05/31/2016
Tracey Riehm	Approved - 06/02/2016
Margaret Roberts	Approved - 06/02/2016
M. Jake Johansson	Final Approval - 06/02/2016

CHANGE ORDER NO. 2
To Task Authorization No 4, dated August 4, 2015
Master Contract for Engineering Services, dated March 17, 2015
Kimley-Horn and Associates, Inc., Contractor

Project: Task Authorization No 4 – Riverwalk Park Utility Relocation / Upgrade

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Contract Price: $47,200	Original Contract Times Substantial Completion: days Final Completion 90 days (November 2, 2015)
Net changes from previous Change Order No __: $ 0	Changes in contract time from previous Change Orders No 1: 60 days
Contract Price prior to this Change Order: $47,200	Contract Completion Date prior to this Change Order No 1: Final Completion: January 1, 2016
Net Increase (decrease) of this Change Order No 1: $ 0	Changes in contract time requested this Change Order No. 2: (Requires Council Approval) 728 days
Contract Price with all approved Change Orders: $47,200	Contract Times with all approved Change Orders: Final Completion: December 29, 2017

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover the work to be performed under the Task Authorization No 4 entered into by and between parties on August 4, 2015, under the Master Contract for Engineering Services dated March 17, 2015 between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

II. REQUIRED CHANGES: This change order is necessary to extend the final complete date from January 1, 2016 to December 29, 2017. 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 to Task Authorization No 4 is required to move the final completion date from January 1, 2016 to December 29, 2017, per the request of the vendor. This request is adding an additional 728 days. This will allow additional time for the bidding phase services and through the completion of construction.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of Task Authorization No 4 under the Master Contract for Engineering Services subject to a limit up to but not to exceed **Forty-seven Thousand Two Hundred dollars cents ($47,200.00).** All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
ALEX SCHUMANN, CIVIL ENGINEER
Department Project Manager

By: _____
Alex Schumann, Civil Engineer

Date Signed: 5-31-16

ACCEPTED BY:
KIMLEY-HORN AND ASSOCIATES, INC.
Contractor

By: _____
Jonathan A. Martin, P.E., Vice President

Date Signed: 5-24-16

RECOMMENDED BY:
n/a
City's Representative

By: _____
Printed Name
Title: _____

Date Signed: _____

RECOMMENDED BY:
n/a
Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By:_____
Andrew Neff, Public Utilities Director

Date Signed: 5/31/2016

City Manager

By:_____
M. H. Johansson, City Manager

Date Signed:_____

If Council approval is required:

By:_____
Printed Name:_____
Title:_____

Date Signed:_____

Affirmed:

_____
Robin L. Fenwick, CMC, City Clerk

Date Signed:_____

Kimley»Horn

May 18, 2016

Alex Schumann
Public Utilities Department
1000 City Center Circle
Port Orange, Florida 32129

RE: ***Riverwalk Park Utility Improvements***
PO#070392

Alex,

In order to proceed through the bidding and construction phase services for the City of Port Orange Riverwalk Park Utility Improvements project, we are requesting a time extension to our original agreement through December 29, 2017. The existing contract time ended January 1, 2016. The project is now out for bid and the additional time will extend the contract through the completion of construction. No adjustment to the contract fee is requested to complete these services.

Please contact me at (407) 898-1511 or steve.romano@kimley-horn.com should you have any questions or concerns.

Sincerely,

Steve Romano, P.E.
Sr. Project Manager

Kimley»Horn

May 18, 2016

Alex Schumann
Public Utilities Department
1000 City Center Circle
Port Orange, Florida 32129

RE: ***Riverwalk Park Utility Improvements***
PO#070392

Alex,

In order to proceed through the bidding and construction phase services for the City of Port Orange Riverwalk Park Utility Improvements project, we are requesting a time extension to our original agreement through December 29, 2017. The existing contract time ended January 1, 2016. The project is now out for bid and the additional time will extend the contract through the completion of construction. No adjustment to the contract fee is requested to complete these services.

Please contact me at (407) 898-1511 or steve.romano@kimley-horn.com should you have any questions or concerns.

Sincerely,

Steve Romano, P.E.
Sr. Project Manager

TASK AUTHORIZATION NO. 4
Master contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation registered to transact business in Florida whose principal address is 3001 Weston Parkway, Cary, North Carolina 27513 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to the Riverwalk Park Utility Relocation / Upgrade as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No. 4 Exhibit "A."

3. Engineer shall complete the services to be provided herein within 90 days of the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate engineer at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed Forty-Seven Thousand Two Hundred Dollars no cents ($47,200.00). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Engineer and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

Charlene Kunold
Printed Name: CHARLENE KUNOLD

James T. McArthur Jr.
Printed Name: James T. McArthur Jr.

KIMLEY-HORN AND ASSOCIATES, INC.

By: Jonathan A. Martin, P.E., Vice President

Date: 7-10-15

Witnesses:

Printed Name: Barbara J. Abbate

Printed Name: Frances Gosnell

CITY OF PORT ORANGE

By: _____
Allen Green, Mayor

Date: 8/4/15

Witnesses:

Printed Name: Barbara J. Abbate

Printed Name: Frances Gosnell

ATTEST:

By: _____
Robin L. Fenwick, CMC, City Clerk

Date: 8/4/15

[CA ___]

CITY OF PORT ORANGE
RIVERWALK PARK UTILITY RELOCATION/UPGRADE
SCOPE OF SERVICES AND FEE ESTIMATE
July 1, 2015

Identification of Project:

Project: Riverwalk Park Utility Relocation/Upgrade

Client: City of Port Orange

Project Understanding

The City is currently planning park improvements on the Riverwalk property. Dredging and Marine Consultants (DMC) is currently designing the park improvements. The City has also planned for utility improvements for the project as listed below:

- Eliminate the lift station (PS 70) and convert it to a gravity manhole. All existing flow from this lift station will be directed to the gravity system at Ocean/Ridgewood. All existing gravity sewer at the existing Halifax Mobile Home Park will be de-activated. The existing force main from PS 70 will need to be disconnected at the west side of Ridgewood Avenue.
- Up size the existing 6" water main on the east side of Ridgewood Avenue from Ocean Avenue to the service limit to an 8" or possibly 10" water main.

The City desires Kimley-Horn to assist the City in the design and permitting of the utility improvements.

Scope of Services

Task 1 – Survey

A special purpose survey will be provided by Sliger & Associates, Inc. to show improvements and elevations from the near edge of the median of Ridgewood Avenue, east to 50 feet beyond the right of way line, including the Intracoastal Villas property and Lot 1 of Riverland Park.

Accessible underground utilities will be located horizontally and vertically. Inaccessible underground utilities will be located horizontally if marked by the utility owners when contacted by Sunshine 811. In addition, the city will be contacted for any utility as-builts or information they can provide. Elevations will be obtained on a minimum 50 foot grid showing 1 foot contours.

Task 2 – Subsurface Utility Verification

In order to confirm utility locations, subsurface utility verification (soft digs) will be performed by Southeastern Surveying and Mapping Corporation as described below:

- Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
- Expose the subject utilities by using non-destructive vacuum excavation methods at **eight (8)** specific locations as indicated on plan sheet(s) provided or marked by client in the field.
- Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
- Any asphalt/concrete removed will be repaired using like materials.

- Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.

The final product will be test hole reports/sketches of the project area reflecting all pertinent data for your use.

Task 3 – Engineering Design

Kimley-Horn will prepare 30% design drawings for the proposed utility improvements which will include the sanitary sewer system modifications and the upsizing of the existing 6" water main as stated in the above project understanding. The 30% design drawings will be submitted to the City of Port Orange for City review and coordination with the DMC park design. Upon receipt of comments and a design review meeting with the City, DMC and Kimley-Horn staff, Kimley-Horn will prepare the 90% design drawings. Upon City review, approval, and incorporation of any design changes due to permitting agency comments, Kimley-Horn will provide final design drawings for the utility improvements.

Task 4 – Permitting

Kimley-Horn will prepare permit application packages and submit such to the applicable agencies for the following permits that are expected to be required for the utility improvements.

- Volusia County Health Department Water System Construction Permit
- Florida Department of Environmental Protection Wastewater Collection System Construction Permit
- Florida Department of Transportation Utility Permit

Kimley-Horn will respond to all reasonable Requests for Additional Information (RAI's) from the permitting agencies listed above. Permit application fees will be paid out of the expense budget set below in Task 7.

Task 5 – Bid Documents and Specifications

After acceptance by the City of Port Orange of the Bidding Documents, the design phase will be complete. Kimley-Horn will then assist the City of Port Orange in the bid and award of the project, which will include the following services:

- Prepare technical specifications for the final design
- Assist the City of Port Orange in preparing for bid of the utility improvements.
- Attend a pre-bid meeting for prospective bidders, and prepare meeting minutes.
- Provide responses to questions raised by potential bidders during advertisement and review time.
- Prepare addendum during the advertisement.
- Review bids submitted and assist the City of Port Orange in evaluating bids.
- Prepare bid tabulation.
- Prepare a recommendation for award of bid.
- Prepare Contract Documents.
- Assemble Conformed Documents.

Task 6 – Construction Phase Services

To support the City of Port Orange with these tasks, Kimley-Horn will provide construction phase services which will include the following services:

- Review shop drawings and submittals as required for the utility improvements controlled by our

design documents.

- Review and reply to Contractor's request for information during construction phase.
- Site visits shall be coordinated with the City of Port Orange and Contractor to include one (1) pre-construction meeting, one (1) punch list inspection, and one (1) close-out review.
- Observe pressure test for the water main.
- Provide a review of 'as-built' documents submitted by a registered land surveyor.
- Prepare clearance and closeout packages that will need to be prepared and submitted to the Volusia County Health Department, Florida Department of Environmental Protection and the Florida Department of Transportation. in order for the new utility systems to obtain final clearances and be allowed to become operational

Task 7 - Expenses

Kimley-Horn will provide the permit application fees required for each of the permitting agencies listed above in Task 4. Expenses will also include in-house duplicating, local mileage, express mail and other incidental project expenses incurred in the design and permitting process.

Assumptions

The following assumptions were made in preparation of the above scope:

1. City will provide written review comments 2-3 days prior to review meetings
2. City will provide copies of available documents within 5 days of request.

Schedule

Kimley-Horn will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

Method of Compensation

The Engineer will complete the above scope of services for a lump sum fee of $47,200 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:

Task	Description	Lump Sum Fee
Task 1	Survey	$4,700
Task 2	Subsurface Utility Verification	$3,900
Task 3	Engineering Design	$18,500
Task 4	Permitting	$4,500
Task 5	Bid Documents and Specifications	$6,750
Task 6	Construction Phase Services	$5,900
Task 7	Expenses	$2,950
Total:		***$47,200***

This work order will serve as an amendment to the Master Contract for Engineering Services dated March 17th, 2015.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

BY:_____

TITLE:_____

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

BY:_____
Jonathan Martin, PE

TITLE: Vice President

DATE: July 1, 2015

CHANGE ORDER NO. 1
To Task Authorization No 4, dated August 4, 2015
Master Contract for Engineering Services, dated March 17, 2015
Kimley-Horn and Associates, Inc., Contractor

Project: Task Authorization No 4 – Riverwalk Park Utility Relocation / Upgrade

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES**:
Original Contract Price: $47,200	Original Contract Times Substantial Completion: days Final Completion 90 days (November 2, 2015)
Net changes from previous Change Order No __: $ 0	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: $47,200	Contract Completion Date prior to this Change Order: Final Completion: November 2, 2015
Net Increase (decrease) of this Change Order No 1 : $ 0	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 60 days
Contract Price with all approved Change Orders: $47,200	Contract Times with all approved Change Orders: Final Completion: January 1, 2016

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover the work to be performed under the Task Authorization No 4 entered into by and between parties on August 4, 2015, under the Master Contract for Engineering Services dated March 17, 2015 between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

II. REQUIRED CHANGES: This change order is necessary to extend the final complete date to January 1, 2016. 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 to Task Authorization No 4 is required to move the final completion date from November 2, 2015 to January 1, 2016 by adding an additional 60 days. This will allow additional time for the bidding phase services. This is an increase of 60 days with no cost increase.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of Task Authorization No 4 under the Master Contract for Engineering Services subject to a limit up to but not to exceed **Forty-seven Thousand Two Hundred dollars cents ($47,200.00).** 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:
KENNY HO, ENGINEER
Department Project Manager

By:_____
Kenny Ho, Public Utilities Engineer

Date Signed: SEPT 28, 2015

ACCEPTED BY:
KIMLEY-HORN AND ASSOCIATES, INC.
Contractor

By:_____
Jonathan A. Martin, P.E., Vice President

Date Signed: 9-25-14

RECOMMENDED BY:

_____
City's Representative

By:_____
Printed Name
Title: _____

Date Signed:_____

RECOMMENDED BY:

_____
Engineer of Record

By:_____
Printed Name: _____
Title: _____

Date Signed:_____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Andrew Neff, Public Utilities Director

Date Signed: 9/28/2015

City Manager

By: _____
M. H. Johansson, City Manager

Date Signed: Sept 28, 2015

If Council approval is required:

By: _____
Printed Name: Allen Green
Title: Mayor

Date Signed: 10/6/15

Affirmed:

_____
Robin L. Fenwick, CMC, City Clerk

Date Signed: 10/6/15

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/07/2016

Consent item: No

SUBJECT: City sale to TCW Management, LLC of Real Property at 4460 Eastport Parkway

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Motion to approve the transfer of Lot 5, Eastport Business Park Subdivision in accordance with the contract attached hereto, subject to completion of the required advertising and thereafter, to authorize the Mayor and City Clerk to execute all documents to complete the transfer.

SUMMARY: TCW Management, LLC has offered to purchase Lot 5, Eastport Business Park Subdivision in accordance with the attached contract. John Trost, the city's commercial real estate broker has provided the Broker's Opinion of Value (BOV) and has facilitated the proposed transaction. The offer of $149,000 is approximately 7% less that the BOV range of value. The past practice for the transfer of property in a CRA area has been authorized for up to a 15% discount from the FMV. Prior to the city's execution of any contract documents, the proposed transfer shall be advertised in a publication as required by Section 163.380, Florida Statutes.

The city has been advised that the purchaser intends to construct a building approximately 16,000 square feet in size.

ATTACHMENTS:

1.	Contract for Sale	Contract.pdf

Tracy London	Created/Initiated - 05/13/2016
Margaret Roberts	Approved - 06/02/2016
Tracey Riehm	Approved - 06/02/2016
M. Jake Johansson	Final Approval - 06/02/2016

AGENCY ACTION: New
CONTINUATION DATE:

Follow up letter/action needed by: Department-**No**, Clerk's Office-**No**, or N/A-**No**

Vacant Land Contract

1. **Sale and Purchase:** City of Port Orange ("**Seller**") and TCW Management LLC ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: 4460 Eastport Park Way , Port Orange, FL 32127
Legal Description: LOT 5 EASTPORT BUSINESS PARK MB 47 PG 93 PER OR 6120 PGS 0221-0222
Said parcel contains 1.928 +/- acres.

SEC ___/TWP ___/RNG ___ of Volusia County, Florida. Real Property ID No.: 6310-25-00-0050
including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency) ..... $ ~~135,000.00~~ 150,000
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: Adams Cameron Title
Escrow Agent's Contact Person: _____
Escrow Agent's Address: 444 Seabreeze Blvd. Ste 170 Daytona Beach, FL
Escrow Agent's Phone: _____
Escrow Agent's Email: _____

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☒ will be delivered to Escrow Agent within _____ days (3 days if left blank)
after Effective Date ..... $ 5,000.00

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period ..... $ _____

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) ..... _____

(d) Other: _____ ..... $ _____

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ ~~130,000.00~~ 145,000

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before May 6, 2016, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.**

4. **Closing Date:** This transaction will close on June 20, 2016 ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

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formsimplicity

5. **Financing: (Check as applicable)**
(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.
(b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be returned.
(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $_____ or _____% of the purchase price at **(Check one)** ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____
The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.
(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____
LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

6. **Assignability: (Check one) Buyer** ☐ may assign and thereby be released from any further liability under this contract, ☒ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

7. **Title: Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.
(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at
(Check one) ☒ **Seller's** ☐ **Buyer's** expense and
(Check one) ☐ within _____ days after Effective Date ☒ at least 10 days before Closing Date,
(Check one)
(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

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(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey: Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

(d) **Ingress and Egress: Seller** warrants that the Property presently has ingress and egress.

8. **Property Condition: Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) ☒ **Feasibility Study: Buyer** will, at **Buyer's** expense and within 15 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☐ **No Feasibility Study: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

9. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 7)
Other: _____

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 7)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

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(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. **Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. **Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. **Force Majeure: Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. **Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

14. **Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

15. **Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

16. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

17. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

18. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

19. Brokers: The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

(a) Prudential Commercial R.E (**Seller's** Broker) will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify): _____

(b) Adams Cameron & Co. REALTORS (**Buyer's** Broker) will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties ☐ **Seller's** Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify): _____

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20. Additional Terms: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: _____ Managing Member Date: 5/02/16

Print name: TCW Management LLC

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: 109 EAST 17th ST, Suite 80, Cheyenne, WY. 82001

Phone: _____ Fax: _____ Email: _____

Seller: SEE ADDENDUM NO. 1 Date: _____

Print name: City of Port Orange

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Effective Date: _____ **(The date on which the last party signed or initialed and delivered the final offer or counter offer.)**

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ADDENDUM NO. 1 TO THE OFFER FOR PURCHASE OF VACANT LAND KNOWN AS 4460 EASTPORT PARK WAY

THIS ADDENDUM is made by and between TCW Management, LLC, a Wyoming limited liability company (hereinafter "Buyer,") and City of Port Orange, a Florida chartered municipal corporation, (hereinafter "Seller") and made a part of the Offer for Purchase of Vacant Land (hereinafter "Offer") by reference therein.

RECITALS

WHEREAS, Buyer has made an Offer dated May 2, 2016, to the Seller to purchase the property located at 4460 Eastport Park Way, more particularly described in the Offer; and

WHEREAS, Buyer and Seller desire to clarify and set forth additional terms in said Offer.

WHEREAS, Buyer and Seller desire to incorporate terms set forth herein as a part of the Offer. Any reference made to the Offer shall be deemed to include and incorporate the terms of this Addendum No. 1 (hereinafter "Addendum.")

NOW THEREFORE, for mutual covenants and consideration as set forth in the Offer, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree to clarify terms and state additional terms of the Offer as set forth below.

1. The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the Parties to be true, correct and constitute a material part of this Addendum.
2. Under paragraph 2: Purchase Price. Buyer's purchaser price is One Hundred Forty Nine Thousand & NO/100 Dollars ($149,000.00) with Five Thousand & NO/100 Dollars ($5,000.00) as the initial deposit that shall be paid to and held in trust by Columbia Title Research Corporation Trust Account, 200 Forest Lake Boulevard, Daytona Beach, FL 32119, referred to as "Escrow Agent."
3. Under Paragraph 2: Balance to close (not including Buyer's closing costs, prepaid items and prorations) to be paid at closing by wire or verified funds is One Hundred Forty-Four Thousand & NO/100 Dollars ($144,000.00).
4. Under paragraph 3: Effective Date. The Effective Date for the Offer shall be the date of approval of the Offer together with Addendum No. 1 by the City Council for the City of Port Orange, Florida, such approval shall be evidenced by the signing of all parties to this Addendum No. 1.
5. Under paragraph 4: Closing Date. Closing shall take place in Volusia County, Florida at the office of the Escrow Agent referenced in paragraph 2 herein within thirty (30) days after the City Council approval of the Offer and Addendum No. 1.
6. Under paragraph 7: Title. Seller has the legal capacity to and will convey marketable title to the Property by special warranty deed.
7. Under paragraph 7(a): Title Evidence. Seller will pay for title search, including tax and lien search if performed, as it relates to the commitment and title policy. Any additional fees that may be charged by closing agent shall be the responsibility of the Buyer.

SELLER BUYER

8. Under paragraph 9(a): Seller Costs. Seller costs shall be recording fees for documents needed to cure title, if any and title evidence, as set forth in paragraphs 5 and 6 herein.
9. Under paragraph 9(b): Buyer Costs. In addition to the costs set forth in paragraph 9(b), Buyer shall be responsible for documentary stamp tax.
10. This Offer is contingent upon approval and acceptance by the City Council of Port Orange.
11. Under paragraph 20: Additional Terms. Prior to closing, Seller agrees to remove accumulated trash from the surface of the Property site.
12. Except as set forth in this Addendum, the Offer is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Offer, the terms of this Addendum shall prevail.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

SELLER _____ BUYER _____

FOR OFFER AND ADDENDUM NO. 1 FOR
SALE AND PURCHASE OF VACANT LAND

WITNESSES:

PURCHASER:
TCW MANAGEMENT LLC,
a Wyoming limited liability company.:

By: _____

Print Name Here: Tom A. Wright - managing member

Date: 5-27, 2016

First Witness Signature Above, Printed Name Below:

MATT STIETZEL

Second Witness Signature Above, Printed Name Below:

Pamela Kelly

STATE OF Florida
COUNTY OF Volusia

The foregoing Addendum No. 1 to Offer was sworn to and acknowledged before me this 27 day of May, 2016, by _____, as _____ of TCW MANAGEMENT LLC, a Wyoming limited liability company, the Purchaser named in the foregoing Offer and Addendum No. 1, who (Notary, please check as applicable): [_] took an oath or [_] did not take an oath; and who [✓] is personally known to me or [_] has produced _____ as identification.

Pamela Kelly
Notary Public, State of FL. at Large
Printed Name, Commission Seal and Term Expiration Date

PAMELA KELLY
MY COMMISSION # EE 837795
EXPIRES: September 23, 2016
Bonded Thru Notary Public Underwriters

IN WITNESS WHEREOF, the Parties have executed this Addendum No. 1 to the Offer, by and through their duly authorized representatives, on the respective dates shown below.

WITNESSES:

FOR OFFER AND ADDENDUM NO. 1 FOR SALE AND PURCHASE OF VACANT LAND

SELLER:
CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

By:_____
Allen Green, Mayor

_____
First Witness Signature Above, Printed Name Below:

_____

_____
First Witness Signature Above, Printed Name Below:

Attest:_____
Robin L. Fenwick, CMC, City Clerk

_____
Witnesses as to Both

Date:_____, 2016

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Addendum No. 1 to Offer was acknowledged before me this _____ day of _____, 2016, by Allen Green as Mayor, of the City of Port Orange, Florida, a chartered municipal corporation, on behalf of the city. They are personally known to me.

_____
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Addendum No. 1 to Offer was acknowledged before me this _____ day of _____, 2016, by Robin Fenwick as City Clerk, of the City of Port Orange, Florida, a chartered municipal corporation, on behalf of the city. They are personally known to me.

_____
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/07/2016

Consent item: Yes

SUBJECT: Hawthorne Village at Port Orange, Inc. Non-Disturbance Agreement

DEPARTMENT: City Attorney

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION:

Move to approve the Non-Disturbance Agreement and authorize the Mayor and City Clerk to execute the Agreement.

SUMMARY:

Staff has received a proposed Non-disturbance Agreement for two slight building encroachments into a Tree Conservation Easement located at the Hawthorne Village Apartments. The small encroachments do not affect the existing trees located in the easement. The property owners have made this request in connection with a proposed refinancing of the development.

The document and legal description have been reviewed for completeness and accuracy. Staff recommends approval of the agreement.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Non-Disturbance Agreement	Non-Disturbance Agreement.pdf
2.	Location Map	Locatiopn Map.pdf

Tracy London
Margaret Roberts
M. Jake Johansson

Created/Initiated - 05/03/2016
Approved - 06/02/2016
Final Approval - 06/02/2016

NON-DISTURBANCE AGREEMENT

This Non-Disturbance Agreement ("**Agreement**") is made this ___ day of _____, 2016, by and between Hawthorne Village at Port Orange, Inc. ("**Owner**") and City of Port Orange, a Chartered Municipal Corporation ("**Port Orange**").

WHEREAS, Owner owns certain real property located in Volusia County, Florida, and more particularly described as follows:

See **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").

WHEREAS, Port Orange is the Grantee under that certain Tree Conservation Easement granting Port Orange easement rights over the Property recorded in Official Record Book 5565, at Page 2997 of the Public Records of Volusia County, Florida (the **"Easement**"); and

WHEREAS, a portion of the improvements owned by Owner and located on the Property encroach into the Easement (the "**Encroachments**") as reflected on the drawing attached hereto as **Exhibit "B"** hereto and made a part hereof; and

WHEREAS, no permanent construction is normally permitted within the easement area as set forth in **Exhibit "B."**

WHEREAS, Port Orange is agreeable to the Encroachments remaining in their present location within the Easement; and

WHEREAS, Port Orange does not desire to release any easement rights it may have in and to the Easement; and

WHEREAS, Owner and Port Orange wish to commemorate their agreement that the Encroachments remain in place within the Easement.

NOW, THEREFORE, in consideration of the foregoing and the promises contained herein, the parties agree as follows:

1. The parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.

2. Port Orange agrees, for itself, its successors and assigns, that the Encroachments

may remain within the Easement at the locations presently shown on the drawing attached hereto as **Exhibit "B."** Port Orange further agrees that in the event the either of the Encroachments are destroyed, damaged or in need of replacement, replacement of the Encroachments may be installed or constructed at the location of the Encroachments within the Easement provided that any Encroachment does not expand the area of encroachments within the Easement.

3. Owner, for Owner and Owner's grantees, successors, heirs and assigns, agree to construct no improvements within the Conservation Easement other than the Encroachments or replacement Encroachments in the locations shown on the attached **Exhibit "B."**

4. Owner, for Owner and Owner's grantees, successors, heirs and assigns, agree no future improvements other than replacement improvements as referenced in paragraph 3, herein, shall be constructed or allowed in the Easement area as set forth and shown on the drawing attached hereto as **Exhibit "B."**

5. Port Orange and Owner agree that this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, grantees and assigns.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Agreement on as of the date executed set forth hereinafter.

Signed, sealed and delivered
in our presence as witnesses:

Print Name: Terry Winn

Print Name: C. Yanny Solimeosueiz

OWNER
Hawthorne Village at Port Orange, Inc., a Florida Corporation

By: _____
Alexander C. Mackinnon
As Its: Vice President

Date: June 1, 2016

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

On this 1st day of June, 2016, before me, the undersigned notary public, personally appeared Alexander C. Mackinnon, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____ as identification, and acknowledged that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

TERRY WINN
MY COMMISSION EXPIRES
March 1, 2018
#FF 088499
Bonded thru
Budget Notary Services
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public, State of Florida
Print Name: _____

Witnesses

CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

_____

By:_____

*Printed Name:*_____

Allen Green, Mayor

_____

*Printed Name:*_____

_____

Attest:_____

*Printed Name:*_____

Robin L. Fenwick, CMC, City Clerk

_____

*Printed Name:*_____

Date:_____, 2016

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this _____ day of _____, 2016, by Allen Green as Mayor, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

_____
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this _____ day of _____, 2016, by Robin Fenwick as City Clerk, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

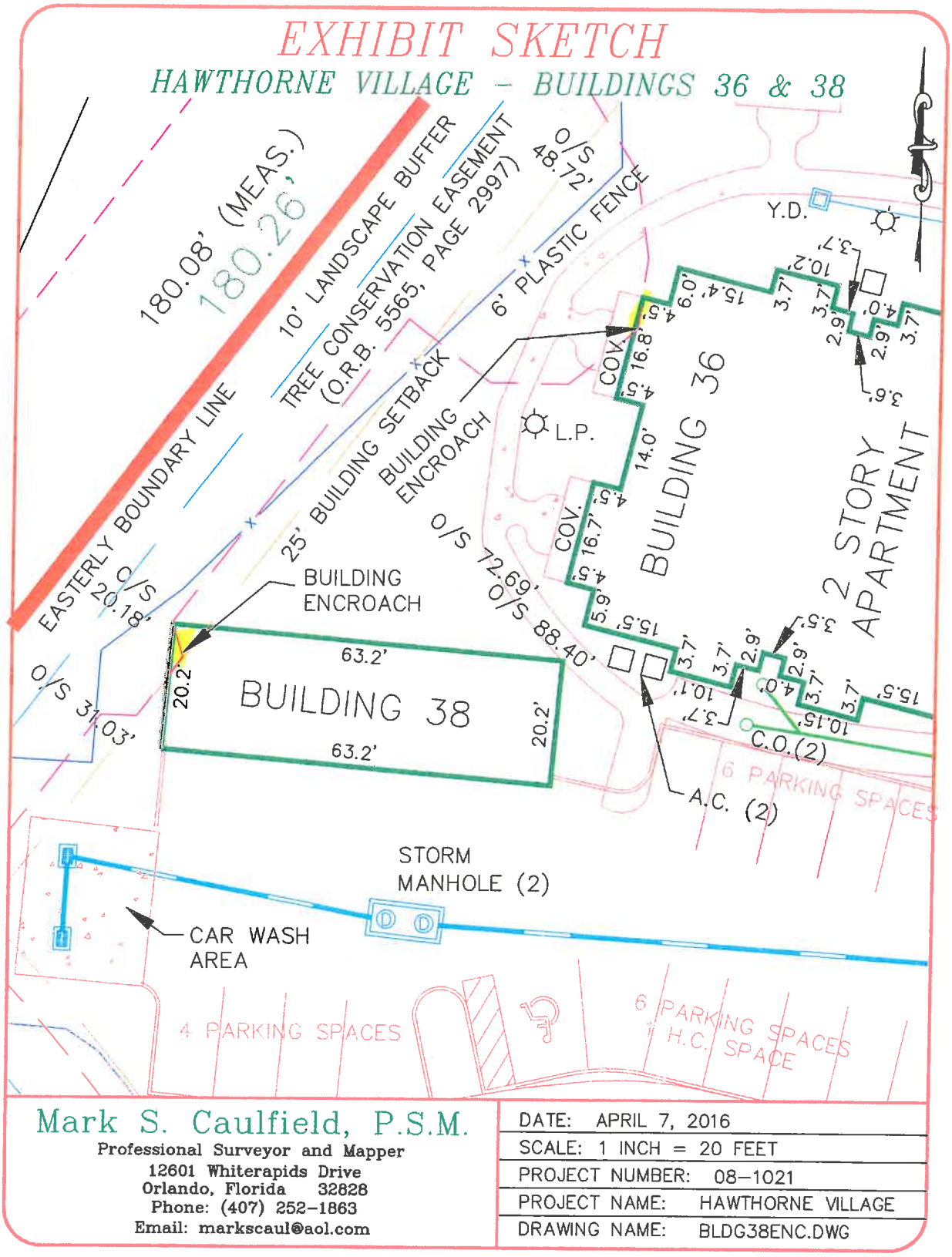
_____
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

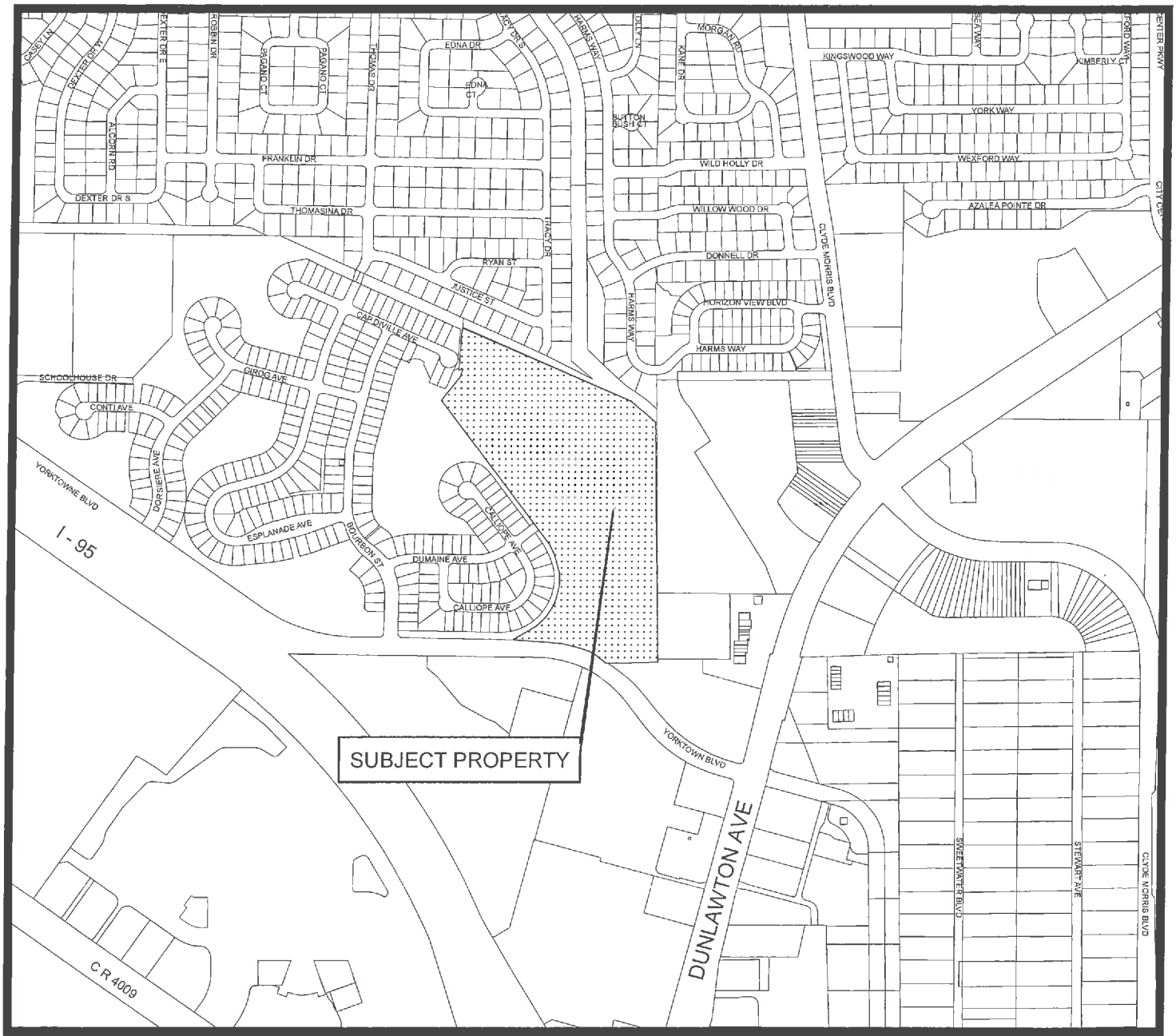
FROM THE NORTHEAST CORNER OF SAID SECTION 18, RUN S01°43'30"E ALONG THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SECTION LINE S01°43'30"E, A DISTANCE OF 1320.02 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18; THENCE S89°41'53"W ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18, A DISTANCE OF 295.31 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF YORKTOWNE BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY PER OFFICIAL RECORDS BOOK 3557, PAGE 1879 AND OFFICIAL RECORDS BOOK 3718, PAGE 1042, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA) AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 29°55'35" AND A CHORD BEARING OF N75°20'19"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, 391.74 FEET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE S89°41'53"W, 147.54 FEET; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE N59°41'53"E, 108.43 FEET TO THE BEGINNING A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 330.00 FEET AND A CENTRAL ANGLE OF 86°34'51"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 498.67 FEET TO THE BEGINNING A COMPOUND CURVE CONCAVE WESTERLY HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 11°57'54"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 125.30 FEET; THENCE N38°50'51"W, 889.48 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 08°45'23"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 53.49 FEET; THENCE N37°28'44"E, 180.26 FEET; THENCE N03°49'06"E, 325.76 FEET TO THE SOUTH BOUNDARY LINE OF WILLOW RUN - UNIT 6, AS RECORDED IN MAP BOOK 40, PAGE 111, SAID PUBLIC RECORDS; THENCE S66°35'02"E, ALONG SAID SOUTH BOUNDARY LINE, 931.96 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF WILLOW RUN - UNIT 5, AS RECORDED IN MAP BOOK 40, PAGE 19, SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH BOUNDARY LINE S49°19'07"E, 306.15 FEET TO THE POINT OF BEGINNING.
CONTAINING 30.618 ACRES, MORE OR LESS.



Mark S. Caulfield, P.S.M.
Professional Surveyor and Mapper
12601 Whiterapids Drive
Orlando, Florida 32828
Phone: (407) 252-1863
Email: markscaul@aol.com

DATE:	APRIL 7, 2016
SCALE:	1 INCH = 20 FEET
PROJECT NUMBER:	08-1021
PROJECT NAME:	HAWTHORNE VILLAGE
DRAWING NAME:	BLDG38ENC.DWG

EXHIBIT B



Applicant: Alexander C. Mackinnon, Hawthorne Village at Port Orange, Inc.

Location: Hawthorne Village Apartments (3900 Yorktowne Boulevard)

Requested Action: To approve the Non-Disturbance Agreement and authorize the Mayor and City Clerk to execute the Agreement.

Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/07/2016

Consent item: Yes

SUBJECT: Major Special Event Request – Remarkable River 5K/10k @ Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue.

DEPARTMENT: Community Development

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve the Special Event request for the Remarkable River 5K/10k @ Aunt Catfish Restaurant, 4009 Halifax Drive, Galbreath's, 4108 Halifax Drive and Panhead's Pizza, 4085 Ridgewood Avenue with eight recommended conditions as described in the attached staff report.

SUMMARY: Staff has received a repeat special event request for a 5K/10K race from Jennifer Florida, owner of Final Mile Race Management. The proposed hours of the event are from 7:00 a.m. until 9:00 a.m. on June 12. The event will start at Aunt Catfish located at 4009 Halifax Drive. Runners will proceed south on Halifax Drive, turn around just past Niver Street finishing at the garage entrance to Panhead's Pizza for the 5K. The route for the 10K heads south on Halifax Drive to Fleming Avenue going east to Palmetto Street, south to Katherine Street, then east to Riverside Dr. At Riverside Drive, runners will proceed south to the end and turn around. As the runners are north bound on Riverside Drive, they will turn right on Harbour Point Drive and head north which connects back into Riverside Drive to finish at the garage entrance to Panhead's Pizza. There will be an awards ceremony after completion of each race to be held at Panhead's Pizza located at 4085 Ridgewood Avenue. The ceremony will include designated areas for refreshments, a live DJ, and three sponsor exhibit tents. There will be port-o-lets and trash receptacles on site for the ceremony events.

The event director has also requested the surety bond be waived due to past good performance in clean up after the past events. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances, and has generally been set at $250 when required.

The proposed event is structured in the same way as the events approved in past years for the Remarkable River 5K/10K and qualifies for the repeat event reduced application fee of $150.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Staff Report.pdf
2.	Special Event Application	Special Event Application.pdf

Melanie Schmotzer	Created/Initiated - 05/26/2016
Wayne Clark	Approved - 05/26/2016
M. Jake Johansson	Final Approval - 06/01/2016

STAFF REPORT

Major Special Event Request

REQUEST:	Major Special Event – Remarkable River Run 5k/10k
OWNER/APPLICANT:	Final Mile Race Management
EVENT LOCATION:	Aunt Catfish Restaurant – 4009 Halifax Drive Galbreath's – 4108 Halifax Drive Panhead's – 4085 Ridgewood Avenue
STAFF CONTACT:	Caitlin Weiss, Administrative Assistant
CITY COUNCIL DATE:	June 7, 2016

INTRODUCTION:

Staff has received a repeat special event request for a 5K/10K race from Jennifer Florida, owner of Final Mile Race Management. The proposed hours of the event are from 7:00 a.m. until 9:00 a.m. on June 12. The event will start at Aunt Catfish located at 4009 Halifax Drive. Runners will proceed south on Halifax Drive, turn around just past Niver Street finishing at the garage entrance to Panhead's Pizza for the 5K. The route for the 10K heads south on Halifax Drive to Fleming Avenue going East to Palmetto Street, South to Katherine Street, then East to Riverside Dr. At Riverside Drive runners will proceed South to the end and turn around. As the runners are North bound on Riverside Drive they will turn right on Harbour Point Drive and head North which connects back into Riverside Drive to finish at the garage entrance to Panhead's Pizza. There will be an awards ceremony after completion of the race to be held at Panhead's Pizzeria located at 4085 Ridgewood Avenue. The ceremony will include designated areas for refreshments, a live DJ, and three sponsor exhibit tents. There will be port-o-lets and trash receptacles on site for the ceremony events.

BACKGROUND:

The subject proposal has been reviewed by the Police, Fire, Public Works, and Community Development departments. The race directors have received estimates from the Police and Public Works departments for staff overtime costs to assist the event with traffic control, barriers and safety issues within the City of Port Orange.

Port-o-lets are to be provided by the applicant.

CODE VIOLATION:

There were no apparent code violations on any of the proposed sites at the time of pre-inspection.

SPECIAL NOTES:

This is a charitable/fundraising event. The event director has requested the surety bond be waived due to past good performance in clean up after the prior events. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances, and has generally been set at $250 when required. The proposed event is structured in the same way as the events approved for the past years for the Remarkable River 5K/10K and qualifies for the repeat event reduced application fee of $150.

RECOMMENDATIONS:

Staff recommends approval of the Remarkable River 5K/10K subject to the following conditions:

1. Hours of the event shall be from 7:00 a.m. until 9:00 a.m.
2. Access shall be maintained for all emergency vehicles.
3. Applicant shall coordinate all vehicular traffic patterns and pedestrian concerns with the City of Port Orange Police Department and be responsible for any charges for Police services.
4. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.
5. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event
6. A temporary sign permit shall be required for the one banner permitted for this event Application shall be submitted at least two weeks prior to the event for permit approval.
7. All trash generated along the running route must be picked up and disposed of at the end of the event along with any debris at the event sites.
8. Amplified speaker systems must comply with the City noise ordinance (Code of Ordinances, Chapter 42, Article lV, Section 42 Noise regulations).

CITY OF PORT ORANGE

Department of Community Development
1000 City Center Cir.
Port Orange, FL 32129
Phone: (386) 506-5600 Fax: (386) 506-5699

DATE RECEIVED:

RECEIVED BY:

PERMIT NO.:

SPECIAL EVENT PERMIT APPLICATION

City Ordinance No. 2013-16 & Fee Resolution No. 13-58 – Chapter 58 Article III, Code of Ordinances

Name of Business/Organization Hosting Event: Final Mile Race Management

Event Site Address: 4009 Halifax DR. - Aunt Catfish / Panheads

Event Contact Person: Jennifer Florida

Email Address: Jennifer@FinalMileRaceManagement.com Phone: 321.239.6077

Description of Event: See Attached 5K/10K Routes

Dates of Event: 6.12.16

Repeat Event: YES [X] NO [ ]

Number of Temporary Merchants: NA

Signs: YES [ ] NO [X]

Temporary Power: YES [ ] NO [X]

Tents: YES [ ] NO [X]

SPECIAL EVENT APPLICATION REQUIREMENTS

Application for **Major Special Events** must be submitted at least **forty-five (45)** days in advance of the requested event. **Minor Special Events** must be submitted at least **seven (7)** days in advance.

Required Documents:

1. Letter of request
2. Proof of ownership, written lease, or notarized authorization form
3. Sketch of the event layout on the property
4. Completed application checklist (attached)

PERMIT APPLICATION FEES**

[X] **MINOR SPECIAL EVENTS** (Seven days or less)
$100.00

[ ] **MAJOR SPECIAL EVENTS** (Seven days or less)
$300.00*

[ ] **MAJOR SPECIAL EVENTS** (More than seven days)
$500.00*

* Repeat events on properties in good standing with City departments may be eligible for a reduced application fee.

** Additional fees may apply if City resources such as Public Works or Police Department are requested or required.

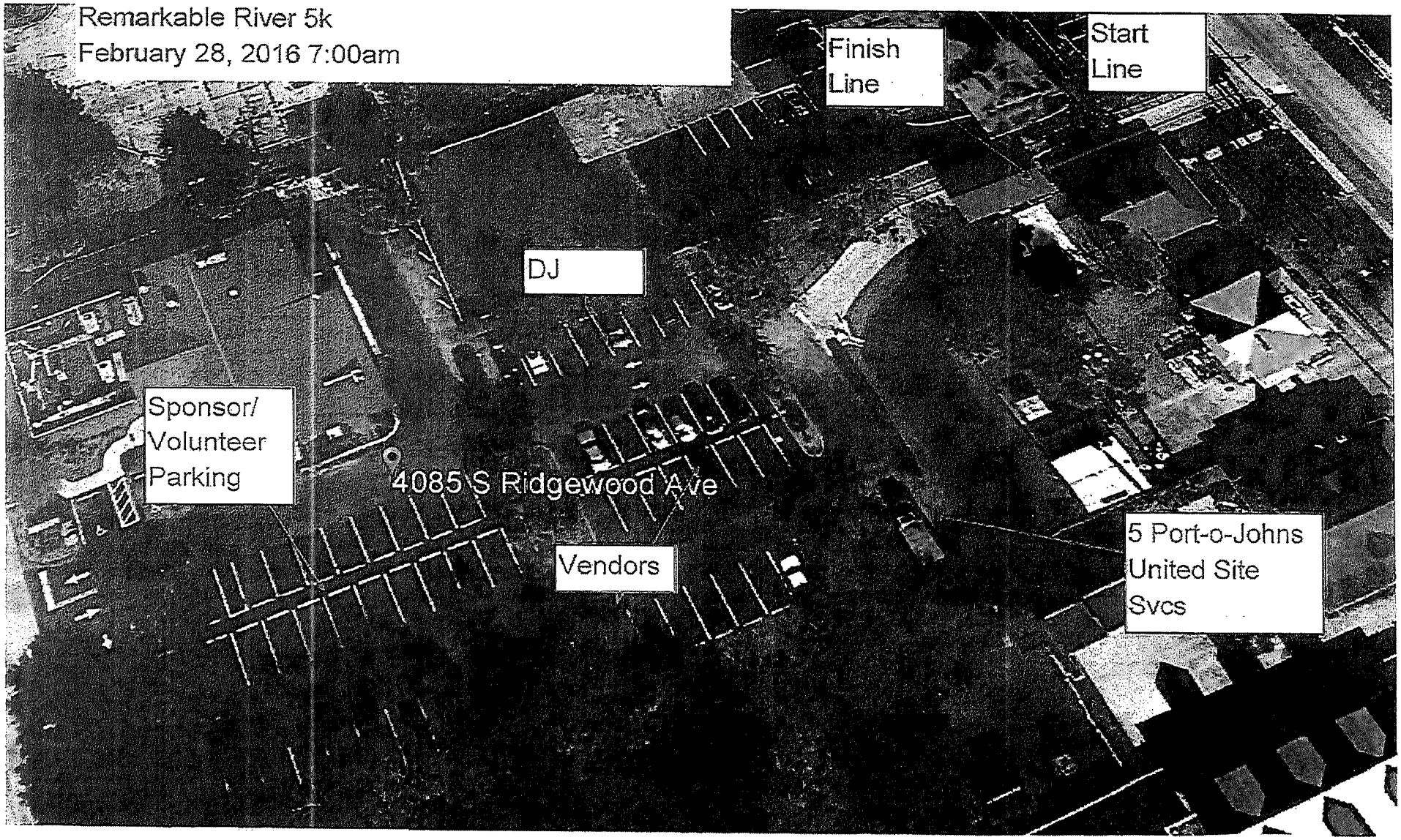
1-6-16

To Whom It May Concern,

Jennifer Florida and the Remarkable River Race Series have my permission to utilize the properties at 4009 Halifax Dr., 4108 Halifax Dr. and 4085 Ridgewood Ave. on Sunday February 28, Sunday June 12 and Sunday Sept. 25, 2016 for their run series. Feel free to contact me with any questions.

Sincerely,

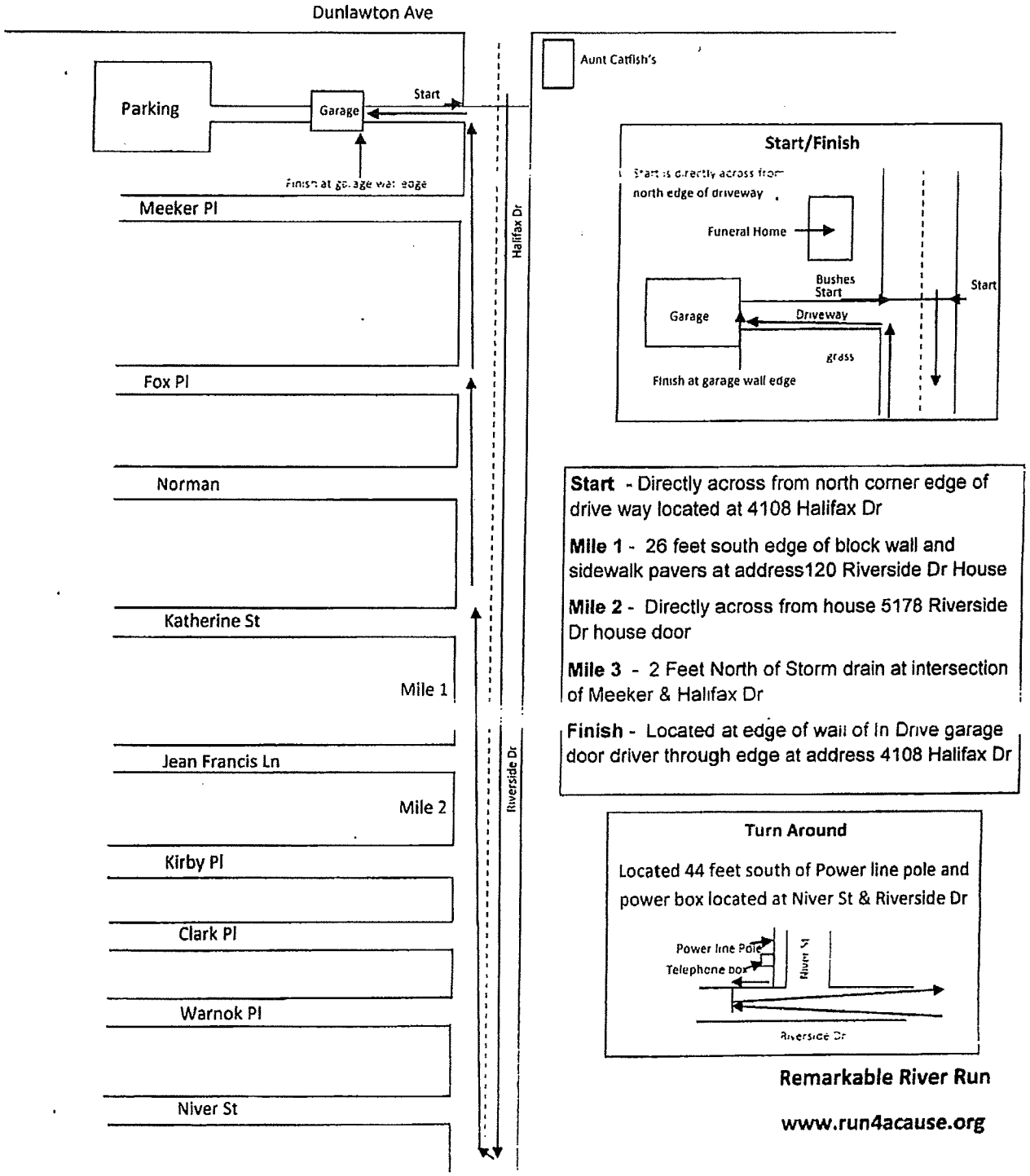
Brendan Galbreath


Remarkable River 5k
February 28, 2016 7:00am
Finish Line
Start Line
DJ
Sponsor/ Volunteer Parking
4085 S Ridgewood Ave
Vendors
5 Port-o-Johns United Site Svcs

USATF # FL14079ESM
Effective Aug. 8, 2014
to Dec. 31, 2024

RACE Director
www.5kracedirector.com

Map not to Scale



Start - Directly across from north corner edge of drive way located at 4108 Halifax Dr

Mile 1 - 26 feet south edge of block wall and sidewalk pavers at address120 Riverside Dr House

Mile 2 - Directly across from house 5178 Riverside Dr house door

Mile 3 - 2 Feet North of Storm drain at intersection of Meeker & Halifax Dr

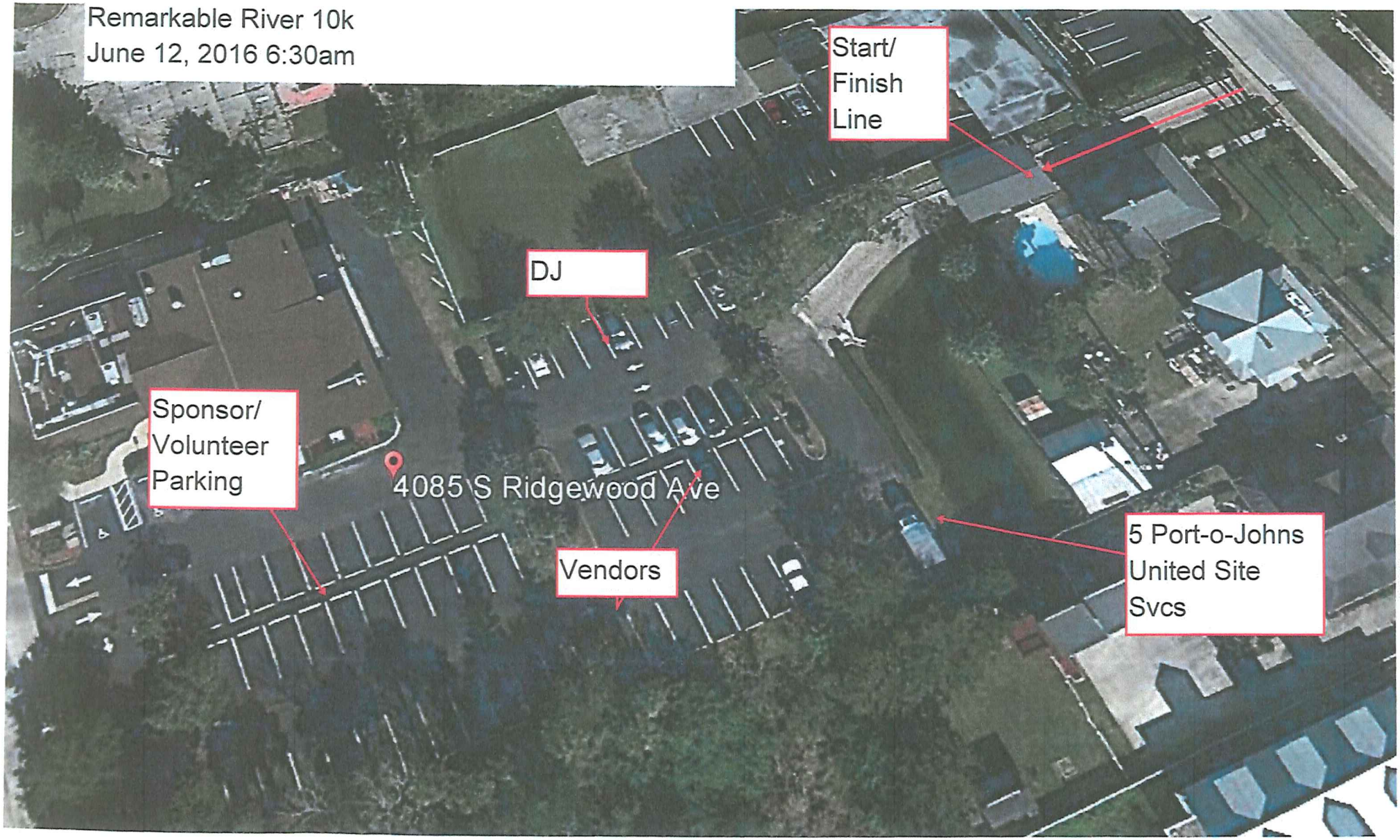
Finish - Located at edge of wall of In Drive garage door driver through edge at address 4108 Halifax Dr

Turn Around

Located 44 feet south of Power line pole and power box located at Niver St & Riverside Dr

Remarkable River Run

www.run4acause.org

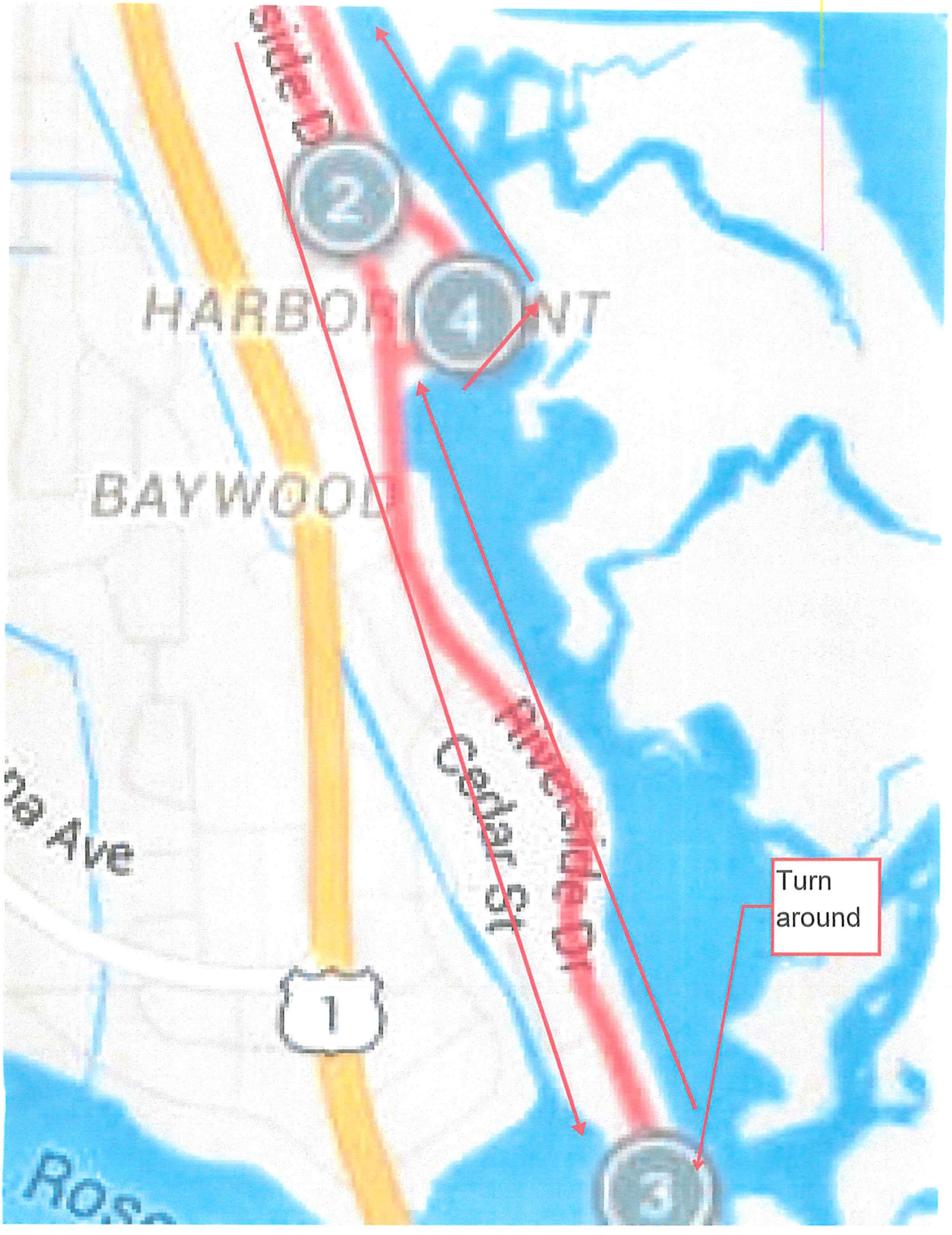

Remarkable River 10k
June 12, 2016 6:30am
Start/
Finish
Line
DJ
Sponsor/
Volunteer
Parking
4085 S Ridgewood Ave
Vendors
5 Port-o-Johns
United Site
Svcs

Fozzard Cre
Runners only do the Harbour Point Dr on their way back while they are already in the northbound lane. Mile 4
Riverside Dr
Atlantic Marine
Harbour Point Dr
2
4
Breaks Way

1
6
Miles 1 going south and mile 5 coming back runners do the Fleming, Palmetto, Katherine Loop.
Lafayette St
SOUTH DAYTONA BEACH
1
5
ALLAN PARK

Runners Divert for a loop both coming and going (Fleming, Palmetto, Katherine)
Miles 1 and 5
Palmetto St
Katherine St
Palmetto St
1
5
uto & Sales
All Aboard Storage

Halifax Ri
Riverside Dr
Riverside Dr
3
Mile 3.15 is a natural turnaround at the end of Riverside Dr.


Side D
2
HARBOR
4
NT
BAYWOOD
Riverside Dr
Cedar St
29 Ave
1
Turn
around
3

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/07/2016

Consent item: No

SUBJECT: Approval of Mlynarski Settlement

DEPARTMENT: City Attorney

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: To approve the settlement agreement in the amount of $150,000.00, contingent upon the City's receipt of a general release from Ms. Mlynarski.

SUMMARY: On April 16, 2013, Suzan Mlynarski was involved in an accident at the North entrance of the Port Orange Pavilion where a police cruiser driven by one of our officers rear-ended the vehicle driven by Ms. Mlynarski. On October 16, 2014, Ms. Mlynarski filed a claim against the City for damages as a result of some significant injuries sustained by Ms. Mlynarski caused by the accident (Case No. 2014-31733 CICI).

Mediation was held on May 20, 2016, where the parties have reached a settlement (see attached). The City's insurance carrier will make payment on behalf of the City. The settlement agreement requires a full release of the City by Ms. Mlynarski.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Settlement Agreement	.pdf

Matthew Jones	Created/Initiated - 06/01/2016
Margaret Roberts	Approved - 06/01/2016
M. Jake Johansson	Final Approval - 06/01/2016

IN THE CIRCUIT COURT IN AND FOR
VOLUSIA COUNTY, FLORIDA
CASE NO.: **2014-31733 CICI**

SUZAN MLYNARSKI,

Plaintiff(s)

Vs.

CITY OF PORT ORANGE, a Municipal Corporation,

Defendants(s)
_____/

SETTLEMENT AGREEMENT AT MEDIATION

THE PARTIES hereto have reached the following agreements, at Mediation Conference in full and complete resolution of the above-styled litigation:

1. The Defendant (s) City of Port Orange., agree to pay the total sum of One Hundred Fifty thousand + no/100 Dollars ($150,000.00) to the Plaintiff(s) within 20 days. The Plaintiff's attorney's Tax Identification number is _____. In the event the settlement draft is not honored, after presentment, by the bank for any reason, this Settlement Agreement is voidable at the option of the Plaintiff, and any release or dismissal executed in contemplation of the Agreement shall be treated as nullities.

2. The Plaintiff(s), shall promptly dismiss the lawsuit with prejudice, and shall execute a mutually acceptable Release of the Defendant (s). It is contemplated by the parties that the Release will contain "Dyess" language to prevent unintended forfeiture of group health or other similar insurance.

3. The Plaintiff(s) shall satisfy or resolve all liens and subrogated interests and shall hold the Defendant(s) harmless from same.

4. All parties agree to promptly execute all documents and to perform all acts necessary to complete this Settlement Agreement.

5. All parties agree to bear their own costs and attorneys fees.

6. All parties herein stipulate that the trial court shall retain jurisdiction to enforce all terms of the Settlement Agreement.

7. The mediator's fee shall be paid as follows:
   ___ Each party shall pay its proportionate share.
   X The Defendant (s) shall pay the entire fee.
   ___ The Plaintiff (s) shall pay the entire fee.

8. Additional terms of this settlement, if any, are as follows:
$150,000.00 to be paid w/in 20 days following city of port orange approval of settlement. Pl agrees to pay $1,250.00 to settle Progressive's med pay subro claim. Also Pl agrees to pay Progressive $1,250 to resolve any + all UM/UIM subro claims. Progressive agrees to release Plaintiff and Defendant from any + all subrogation right or claim, if any arising from this claim.

9. All parties acknowledge that all of their agreements are stated in full above.

SIGNED this **20th day of May, 2016** at _____ Florida.

Plaintiff	Defendant
Plaintiff	Attorney for Defendant
Attorney for Plaintiff (s)	Insurance Claim Representative
Mediator	Defendant (s)
	Insurance Claim Representative Progressive Express

Donna C. Doyle
Gregory P. Miles
Mark S. Walker
Clement L. Hyland
Douglas B. Beattie
James A. Cabler
William H. Lore
David C. Schwartz
Richard C. Singer
Stan Strickland
Charles M. Rieders

Mediate First, Inc.
200 E. Robinson Street
Suite 700
Orlando, FL 32801

Business Phone: 407-649-9495
Toll-Free 800-851-9173

Email: admin@mediatefirstinc.com
Website: www.mediatefirstinc.com

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/07/2016

Consent item: No

SUBJECT: Florida League of Cities Voting Delegate Designation for 2016

DEPARTMENT: City Manager

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to appoint a voting delegate for the annual Florida League of Cities Conference.

SUMMARY: The Florida League of Cities asks that the City Council appoint a voting delegate for the annual Florida League of Cities Conference held in Hollywood, FL from August 18-20, 2016. The following people are scheduled to attend:

City Manager Johansson
Councilman Burnette (last two days)

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Florida League of Cities Voting Delegate 2016	FLOC Delegate 2016.pdf

---

Cindy Rivera
M. Jake Johansson

Created/Initiated - 05/24/2016
Final Approval - 06/02/2016

RECEIVED
MAY 2 0 2016
City of Port Orange
City Manager

301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 17, 2016

SUBJECT: 90th Annual FLC Conference – *Florida Cities: United & Strong*
VOTING DELEGATE INFORMATION
August 18-20, 2016 – Diplomat Resort, Hollywood

As you know, the Florida League of Cities' Annual Conference will be held at the Diplomat Resort, Hollywood, Florida on August 18-20. The theme for this year's conference is *Florida Cities: United & Strong*, which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2015.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 12, 2016.**

Attachments: Form Designating Voting Delegate

President **Matthew D. Surrency,** Mayor, Hawthorne
First Vice President **Susan Haynie,** Mayor, Boca Raton • Second Vice President **Gil Ziffer,** Commissioner, Tallahassee
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

90th Annual Conference
Florida League of Cities, Inc.
August 18-20, 2016
Hollywood, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

_____
Name

_____
Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email *gdennard@flcities.com*

Important Dates

May 2016
Notice to Local and Regional League Presidents and Municipal Associations
regarding the Resolutions Committee

June 2016
Appointment of Resolutions Committee Members

July 12th
Deadline for Submitting Resolutions to the League office

August 18th
Policy Committee Meetings
Resolutions Committee Meeting
Voting Delegates Registration

August 20th
Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/07/2016

Consent item: No

SUBJECT: Lien Search Process Improvement

DEPARTMENT: City Manager

GOAL: 4 - Fiscal Sustainability

OBJECTIVE: 5 - Review and revise fees and charges if needed

RECOMMENDED MOTION:

SUMMARY:

As part of this year's goals and objectives (Goal 4 - Fiscal Sustainability), the City Council was interested in reviewing fees and charges (Objective 5). One of the fees staff set out to investigate was the fee the City charges for lien searches. Lien searches are most commonly performed before a property changes hands so that the buyer can identify any liens or charges placed on the property by the city or other creditors.

The original goal of this analysis was to determine whether the City was charging appropriately for this service. However, as the analysis progressed, staff discovered a significant opportunity to improve the process, save significant staff time and reduce charges for the public. The attached report details the analysis and recommendations of the study.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Liean Search Process Improvement Report	Final Lien Search Report.pdf

Alan Rosen	Created/Initiated - 05/23/2016
Robin Fenwick	Approved - 05/23/2016
M. Jake Johansson	Final Approval - 05/31/2016

Lien Search Process Improvement Report

May, 2016

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Executive Summary

The original purpose of this study was to analyze lien search charges to ensure competitiveness with similar cities and suggest changes if necessary. Staff obtained this direction directly from the City Council goals and objectives for this fiscal year (Goal 4, Objective 5). However, while analyzing fees, additional best practice research came to light, which helped provide the ultimate recommendation in this analyses.

This report is separated into the following subject areas and sections

1. Executive Summary,
2. Methodology,
3. Current Process, Costs and Revenue,
4. Peer Comparison, and
5. Conclusion

As you will read in this analysis, there are a few cities included in the comparison who provide lien searches in-house in a more efficient way. However, during our research we also encountered other cities who have partnered with an outside firm to provide this service and have seen significant improvements in a short time-frame. Based on this information the City should pursue a relationship with this company to enhance services while reducing workload. We have provided a summary of recommendations in Attachment A at the end of this document.

Methodology

Staff employed a number of tools in obtaining information and producing recommendations. Data gathering and analytical tools included:

- Document Review
  - Staff reviewed contracts, financial information, and other related documents.
- Interviews
  - Staff interviewed internal staff who perform lien searches on a daily basis. In addition, we spoke with other cities in the region, title companies, lien search companies and a private provider of municipal lien information.
- Financial Analysis
  - Staff performed a cost benefit analysis of the recommendations provided in this report.
- Process Mapping
  - Staff mapped Port Orange's current lien search process.
- Peer Comparison
  - Staff compared peer cities for comparative purposes. These peer cities include:
    - Daytona Beach
    - Daytona Beach Shores
    - DeBary
    - DeLand
    - Deltona
    - Edgewater
    - Holly Hill
    - New Smyrna Beach
    - New Smyrna Bach Utilities Commission
    - Orange City
    - South Daytona
    - Sanford and
    - Cocoa

Current Process, Costs and Revenue

This section provides an overview of the City's current lien search process, the time and expenditures related to the process and the revenue received to cover the costs of providing service.

The City of Port Orange places liens and accumulates fees on properties for a number of reasons including building permits, utility bills and other unpaid bills or code violations. When these properties change hands lien search companies, title companies, attorneys or other individuals perform searches to ensure the title on the property is clear of liens or other bills that might surprise unsuspecting buyers.

Currently, individuals and companies that request estoppel letters (lien search information) contact the City. Port Orange, Resolution No. 15-23 approved on April 5, 2015 establishes the fees charged for lien searches.

The City charges $25 for a lien search of each parcel, with a turn-around time of one week. The City also charges $50 for expedited lien searches with a 48-hour response time. The calculations in this study are based on the fiscal year (FY) 2014-15 lien searches performed by Port Orange.

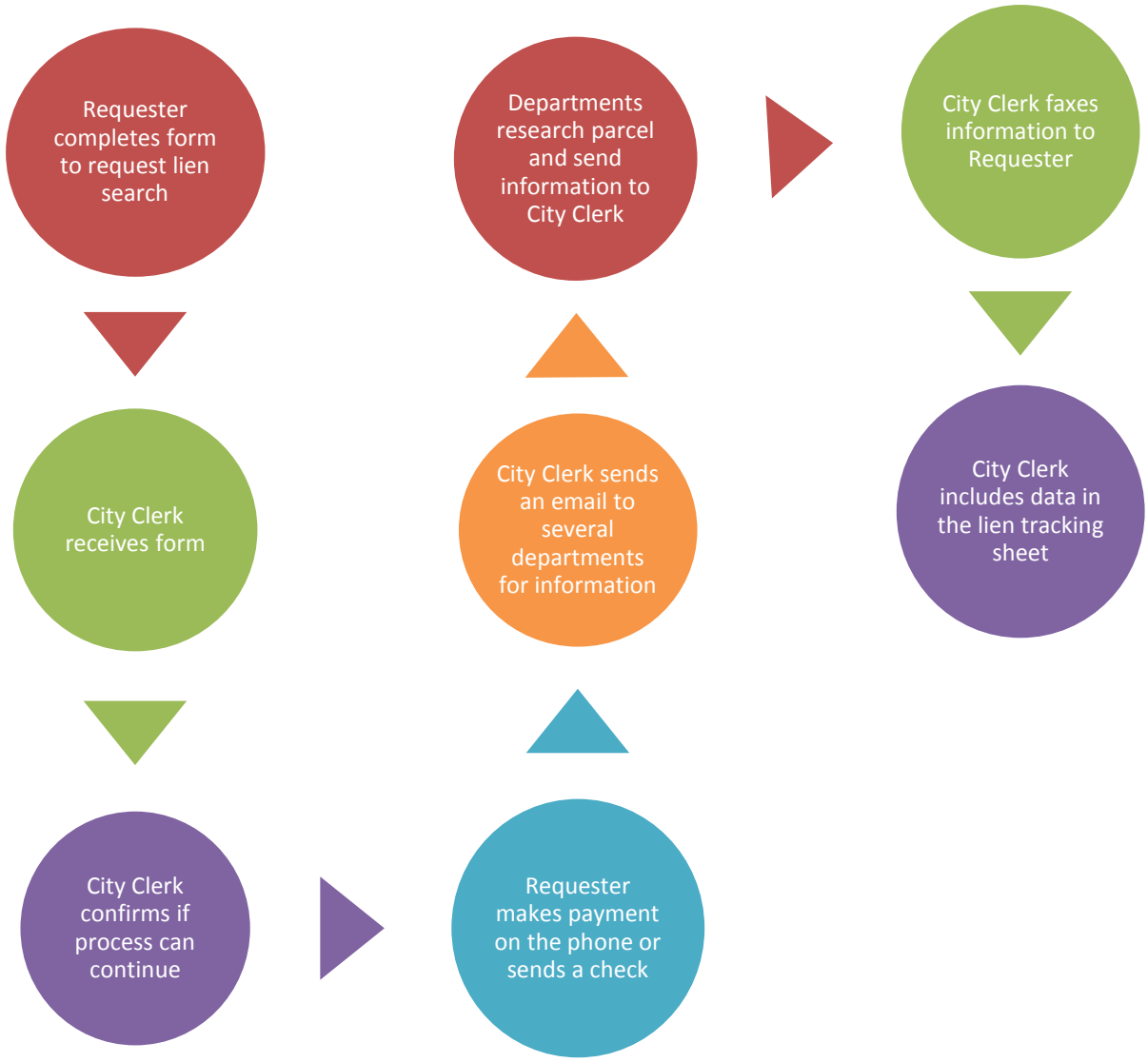
In FY 2014-15, the City received 1,835 lien search requests from title companies, realtors, or individuals. Table 1 shows an increase in the number of lien searches over the past five years. This is due to a rebound in the housing market.

Table 1. Five Year History of Lien Search Requests Performed

	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15
Number of Lien Searches Performed	1,066	1,221	1,572	1,572	1,835

The process currently employed to perform lien searches with this city is illustrated below at a high level in Figure 1.

Figure 1. Current Port Orange Lien Search Process



Current Cost Benefit Analysis

Performing this process costs the city almost $60,000 per year in salaries and benefits. This does not include the cost of creating and maintaining the records. Table 2 details the time commitment and costs associated with this process.

Table 2. Time and Expenditures Related to the Lien Search Process Annually

Department	Position	Hourly Rate Including Benefits	# of Lien Searches	Average Time per Lien Search (in hours)	Total Hours	Total Cost
Utilities	Customer Service Rep II	$20.25	1,835	0.25	459	$9,290
Building Permit	Building Permit Coordinator	$24.37	1,835	0.25	459	$11,180
Code Enforcement	Code Officer	$28.73	1,835	0.20	367	$10,544
Finance	Accountant I	$24.00	1,835	0.18	330	$7,927
City Clerk	Administrative Assistant	$18.12	1,835	0.50	918	$16,625
City Attorney	Assistant City Attorney	$52.02	150	0.50	75	$3,902
Total					**2,608**	**$59,468**

In addition to costing almost $60,000, this process consumes 2,608 hours of workload per year (city-wide). This is the equivalent of 1.25 full-time equivalent (FTEs) positions. Based on this information, the weighted average cost to perform an individual lien search is $32.41.

Staff also collected revenue information for this process. The results of this analysis are found in Table 3.

Table 3. FY 2014-15 Revenue Related to the Current Lien Search Process

Type of Search	Number of Lien Searches	Price	Total Revenue
Regular	1,224	$25	$30,600
Expedited	516	$50	$25,800
Update Within 30 Days	95	$0	$0
Total	**1,835**		**$56,400**

As Table 3 indicates, revenue for FY 2014-15 was approximately $56,400. The weighted average revenue brought in for each lien search is $30.74. Comparing the information from Table 2, the City does not bring in enough revenue to cover the cost of lien searches. The deficit created by this process that is then covered by other revenue is $3,067 per year.

It is clear that our fees do not cover our costs to perform this process. However, before suggesting a fee increase, it is important to look at our process in context of peer city fees and processes. This analysis sometimes generates efficiencies that result in cheaper process costs versus increasing fees.

Peer Comparison

This section identifies the differences between Port Orange and peer cities in relation to the lien search process. The data points we have compared and identified in this section include:

(1) Whether the process is outsourced or done in-house,
(2) The number of lien searches produced annually,
(3) The fee for a regular search, and
(4) The average turnaround times for searches.

Most cities in this study perform lien searches in-house. Regardless of how these processes are completed, the charge for regular lien searches do not vary greatly. Also, Port Orange's proposed turnaround time for regular lien searches is 5-7 days, while the peer average is only 2.9. In addition, those cities that outsource this process have an even shorter average turnaround time of 1.5 days. Table 4 identifies the major characteristics of lien search processes in peer cities.

Table 4. Lien Search Process Information for Port Orange and Peers

City	Contract or In-House	# of Lien Searches	Fee	Proposed Turnaround Time (in Business Days)
Port Orange[1]	In-House	1,835	$25	5-7
Cocoa[2]	Contract	5,000	$30	1-2
Daytona Beach	In-House	900	$15	5
Deland	In-House	1,117	$30	1-2
Deltona	In-House	3,600	$25	1
Edgewater	In-House	1,100	$30	3-5
New Smyrna Beach	In-House	1,001	$25	4
New Smyrna Beach Utilities Commission	In-House	1,111	$20	1
Ormond Beach	In-House	1,000	$15	7
Sanford[3]	Contract	1,510	$25	1-2
Peer Average		**1,815**	**$24**	**2.9**

[1]Port Orange also has an expedited service with a 48 hour turnaround time for a cost of $50
[2]The City of Cocoa, while smaller than Port Orange, provides utilities outside of its city boundaries and has over 80,000 active accounts.
[3]Based on Sanford's clients, turnaround time before using contractor was 7 – 14 days. However, based on interviews with companies and cities who work with their new contractor, this turnaround time is expected to significantly decrease.

While the average cost to perform regular lien searches is relatively stable across cities, Port Orange charges significantly more for an expedited search ($50). This fee provides a maximum turnaround time of 48 hours. While this is much faster than the regular 5 – 7 days, five cities promise to turn around lien searches in 1 – 2 days for a fraction of the cost.

During the analysis, staff contacted each peer city to inquire about their process, costs and revenue. In interviews, we learned that the cities of Cocoa and Sanford had recently contracted with a company called FRS Data (www.frsdata.com) to outsource their lien search process.

FRS Data obtains a city's lien information and the city points inquiries to FRS Data to fulfill the request. This essentially removes the city from having to fulfill requests. FRS Data charges the customer and remits a portion of that fee back to the city on a monthly basis.

Under FRS Data's current contract with the City of Cocoa, it retains $12.50 of the $30 fee and remits the remaining $17.50 to the City. In transitioning to FRS Data, the City of Cocoa did not change its fees (it was previously $30 for a lien search). While the City of Cocoa now receives significantly less revenue from lien searches, the amount of time saved by not producing estoppel letters far outweighs the loss of revenue.

Based on interviews with the City of Sanford, that city has roughly the same relationship with FRS Data. However, Sanford just began this process in April while Cocoa has been using FRS Data for about eight months.

Both cities indicated that to this point they are very pleased with FRS Data. Staff in both locations indicate that their workload is decreasing dramatically and turnaround time for customers has decreased.

We also contacted two customers of FRS Data to obtain their opinion of customer service. Professional Lien Search and Fidelity National Title fulfill many lien search requests in Sanford and Cocoa respectively. They both indicate increased satisfaction with FRS Data as opposed to working with the cities. This is particularly the case with the City of Sanford. According to Professional Lien Search, it would usually take Sanford 7 – 14 days to turn around a lien search. Since switching to FRS Data in April, the turnaround time has been reduced to 1-2 days.

In outsourcing to FRS Data, both Sanford and Cocoa indicated there is a learning curve for FRS Data to understand the nuances of each city. Cocoa indicated that it had to help acclimate FRS Data to their lien search process, which took about three months. However, even during that

period, workload for the city dropped off dramatically (and continues to do so according to their staff).

Cost Benefit Analysis

If Port Orange decided to outsource this process, it could save a significant amount of staff time that it could focus on other efforts. Table 5 details the proposed cost to the city after fully transitioning the process to FRS Data.

Table 5. Time and Expenditure Related to Outsourcing Lien Searches

Department	Position	Hourly Rate	# of Lien Searches	Average Time per Lien Search (in hours)	Total Hours	Total Cost
Utilities	Customer Service Rep II	$20.25	1,835	0.0125	23	$464
Building Permit	Building Permit Coordinator	$24.37	1,835	0.0125	23	$559
Code Enforcement	Code Officer	$28.73	1,835	0.0100	18	$527
Finance	Accountant I	$24.00	1,835	0.0090	17	$396
City Clerk	Administrative Assistant	$18.12	1,835	0.0250	46	$831
City Attorney	Assistant City Attorney	$52.02	150	0.5000	75	$3,902
Total					**202**	**$6,680**

According to cities that outsource lien searches, FRS Data is able to complete about 95% of all lien search work. However, 5% of the time, FRS Data must rely on the City in instances that are more complicated. In addition, FRS Data usually refers complex cases to the City Attorney. These changes are reflected in Table 5 (above).

Taking into account the information in the previous paragraph, the total cost to the city for lien searches after outsourcing would likely be around $6,700. However, as stated previously, a portion of the revenue would also be kept by FRS Data. Table 6 shows the impact of revenue changes if the City outsourced the lien search process to FRS Data.

Table 6. Forecasted Revenue From Lien Searches if Outsourced

Type of Search	Regular	Expedited	Free Update
Number of Lien Searches	1,740	0	95
FRS Fee Per Search	$12.50	$0	$0
City Fee Per Search	$12.50	$0	$0
Total Fee Per Search	**$25.00**	**$0**	**$0**
Annual FRS Revenue	$21,750	$0	$0
Annual City Revenue	$21,750	$0	$0

Based on the forecast in Table 6, the City would still receive revenue of about $21,750 while its direct costs to perform this process would fall to less than $7,000 annually. While this seems like net revenue for the City, there is no actual money saved on the expenditure side as the time saved would not result in position eliminations. Rather more staff time would be available to perform other duties.

The City Clerk has indicated that if the lien search process was reduced to the extent that is indicated in this report, her staff would be able to complete more scanning and indexing. Historically, the division has not been able to complete this task due to lack of budget for outsourcing and lack of time with current workload. Scanning and indexing documents creates a number of efficiencies including reducing the amount of time it takes to search documents and less physical storage needs for paper documents.

In recent years the division has been able to outsource approximately $1,500 of scanning work per year when other expenditures come in lower than anticipated. Outsourcing the lien search process would allow the City Clerk's Office to complete $18,845 worth of scanning in-house and eliminate the need to contract out $1,500 worth of this work annually.

The overall cost/benefit analysis of outsourcing is identified in Table 7.

Table 7. Overall Cost/Benefit of Outsourcing Lien Searches

	Current Process	Proposed Process	Actual Savings and Gained Productivity
Net Cost of Lien Searches	$3,067	$(15,070)	$(18,137)
Net Cost of Scanning	$1,500	$(18,845)	$(20,345)
Total	**$4,567**	**$ (33,915)**	**$(38,482)**

As Table 7 indicates, the City could save $1,500 per year in scanning costs by outsourcing the lien search process and bringing a portion of the scanning/indexing costs back in-house. In addition, the City could realize an additional $36,982 in gained productivity. This productivity savings equates to an additional 2,406 hours of staff time annually to perform other duties.

Recommendation 1. Outsource the lien search process by contracting with FRS Data or similar company.

Conclusion

Outsourcing the lien search process could benefit everyone involved in the process including the City, title and lien search companies and the public. A brief list of the benefits are included here:

1. FRS Data indemnifies the City for incorrect reports.
2. FRS Data will likely decrease turnaround times.
3. The City could eliminate the $50 expedited lien search fee and still turn around searches more quickly while saving the public approximately $12,900 annually in reduced fees.
4. The City could save $1,500 in scanning/indexing costs while significantly increasing the time available to complete this task. This will increase efficiencies in other ways, which are not analyzed as part of this report.
5. The City could gain $36,982 in additional productivity from current staff. This equates to an additional 2,406 hours annually to perform other duties.

Attachment A – List of Recommendations

Recommendation 1. Outsource the lien search process by contracting with FRS Data or similar company.

Exhibit 1 – City of Cocoa Contract with FRS Data

Lien Search Agreement
Between City of Cocoa and FRS Data, LLC

This Agreement ("**Agreement**") to Provide Services is made by and between FRS Data, LLC, a Florida limited liability company, located at 317 Northlake Blvd., Suite 1000, Altamonte Springs, FL 32701 ("**FRS**"), and the City of Cocoa, a Florida municipal corporation ("**City**"), 65 Stone Street, Cocoa, Florida 32922. FRS and the City may also be referred to in the singular as "Party" and in the Plural as "Parties".

RECITALS

WHEREAS, the City desires to retain FRS to perform the Services described herein;

WHEREAS, FRS desires to provide the Services described herein and agrees to do so under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

DEFINITIONS

Effective Date: Shall mean the date on which this Agreement is signed by the last Party as indicted on the signature page of this Agreement.

Days: Shall mean calendar days unless otherwise specified.

Section I
PROFESSIONAL SERVICES

The Parties agree to perform the Services described below in accordance with the specifications, terms, and conditions, including compensation and expenses, set forth herein.

FRS shall respond to requests for information from third-party organizations (including, but not limited to title companies) for City lien information on behalf of the City ("**Services**"). The City will provide the information necessary to complete reports to FRS on a weekly basis.

Section II
ASSIGNMENT

This Agreement may not be assigned by either Party without prior written consent of the other Party. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

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Section III
PAYMENTS

FRS shall charge third-party organizations requesting lien information a $30.00 flat fee for each lien search transaction requeested. FRS shall be entitled to a portion of this fee in the amount of $12.50 for this service, and the City shall be entitled to the $17.50 difference for each such transaction. FRS shall mail City a check for all payments due to City on a monthly basis along with appropriate documentation showing the number of lien searches performed and the total amounts due to, and collected by FRS under this Agreement each month.

FRS shall require payment upon ordering from all third-party requestors except those whose credit has been established with FRS. Any invoice not paid by a third-party organization within thirty (30) days shall be deemed past due and subject to interest at 1.5% per month. The parties agree that this late charge is a reasonable estimate of the damage FRS will incur if amounts due are not paid on time, and FRS shall be entitled to keep this 1.5% fee in its entirety.

Section IV
LITIGATION

If FRS is requested to produce documents, witnesses, or general assistance pursuant to litigation, arbitration, or mediation in support of the City in an action where FRS is not an adverse party, the City shall reimburse FRS for all direct expenses and time in accordance with FRS's current Rate Schedule provide appropriate documentation and/or receipts are provided by FRS to the City.

Section V
PERFORMANCE WARRANTY

FRS warrants that all Services provided hereunder will conform to the requirements set forth by the City, and will be performed consistent with generally prevailing professional and industry standards. The City shall notify FRS in writing of any deficiencies under this section and provide FRS with thirty (30) days to cure the deficiency.

Section VI
DISCLAIMER AND LIMITATIONS OF LIABILITY

With the exception of the express warranties in this Agreement, FRS makes NO OTHER WARRANTY, EXPLESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section VII
INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights, and trade secrets owned by FRS remain the property of FRS. FRS does not grant the City any right or license to any such intellectual

property. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FRS shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, and employees against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of FRS, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees with respect to any intellectual property, patent and/or copyright infringements.

Section VIII
CONFIDENTIALITY

Subject to Section XVIII of this Agreement, FRS shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished to FRS by the City under this Agreement.

Section IX
INDEMNIFICATION

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FRS shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, and employees against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of FRS, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees with respect to FRS's responsibilities under this Agreement.

The City will indemnify FRS for any losses due to incorrect information it negligently or willfully provided to FRS. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the state or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

Section X
FORCE MAJEUR

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot;

war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

Section XI
ENTIRE AGREEMNT

This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either Party except to the extent incorporated herein.

Section XII
DELIVERY OF COMMUNICATIONS

All notices and other communications required by this Agreement shall be writing and shall be delivered either by personal delivery, by mail, or e-mail. If delivered by mail, notices shall be sent by Express Mail or by certified or registered mail, return receipt requested, with postage and charges prepaid. Electronic mail is an acceptable means of communication and all e-mail communications shall be sent to the e-mail addresses below.

All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

FRS Data, LLC
317 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701
ATTN: Stewart Holley
info@frsdata.com

The City
City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8680

Section XIII
DISPUTE RESOLUTION

Parties' Good Faith Attempt to Resolve Disputes. The Parties agree that every dispute or difference between them arising under this Agreement, including a failure to reach a decision as described in this Agreement, shall be first attempted to be settled by a meeting of the Parties attempting to confer and resolve the dispute in a good faith manner.

Section XIV
GOVERNING LAW & JURISDICTION

This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

Section XV
ATTORNEY'S FEES AND COSTS

The prevailing Party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

Section XVI
TERM OF AGREEMENT

This Agreement is effective from the date of execution for a period of three (3) years unless terminated by the Parties as allowable hereunder. The City has the option of extending the contract for up to two (2) additional years at its sole discretion with written notice to FRS.

Section XVII
TERMINATION

This Agreement may be terminated, with or without cause, by either party with (30) days prior written notice to the other party, without penalty. In the event of such termination each party shall be entitled to payment for outstanding Services provided prior to the termination date.

Section XVIII
PUBLIC RECORDS

In accordance with section 119.0701, Florida Statutes, FRS agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. FRS agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. FRS also agrees to 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 by Chapter 119, Florida Statutes, or as otherwise provided by law. FRS shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, FRS shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the FRS upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If FRS does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that FRS fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to FRS's failure to comply with the provisions of this Paragraph, the City shall be entitled to

collect from FRS prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against FRS. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of FRS's failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

Section XIX
MISCELLANEOUS

a) The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be constructed as part of this Agreement.

b) If any provision in this Agreement is determined by a competent authority to be unenforceable, all other provisions of this Agreement shall continue in full force and effect. Similarly, if any provision is determined to be unenforceable due to terms exceeding that which is allowable under the law, that provision shall be enforced to the fullest extent allowable under the law.

c) The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be constructed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver occurred.

d) FRS is an independent contractor, and neither FRS nor FRS's staff shall be deemed employees of The City.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Digital or electronic signatures shall have the same force and effect as an original.

The parties to this Agreement have caused it to be executed on the date indicated below.

FRS Data, LLC

By: _____
Stewart Risinger Holley
Title Managing Member

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 19th day of OCT 2015, by Stewart Risinger Holley as managing member of FRS Data, LLC, a Florida limited liability company, [X] who is personally known to me or [ ] who has produced _____ as identification.

VALERIE STRMISKA
MY COMMISSION # FF 108696
EXPIRES: April 23, 2018
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, State of Florida
My commission expires: 4/23/2018.

CITY:

CITY OF COCOA, FLORIDA:

By: _____
John A. Titkanich, AICP,
City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/07/2016

Consent item: No

SUBJECT: Homeless Shelter

DEPARTMENT: City Manager

GOAL: 5 - Public Safety

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve fair share funding of April- September portion of Daytona Beach Salvation Army Bridge Bed program.

SUMMARY: The City of Daytona Beach has been contracting with the Salvation Army to provide services to the homeless individuals who they identify and who accept help at the shelter in Daytona Beach. The Salvation Army in Daytona Beach provides temporary shelter for homeless in the area as well as a connection point to an array of other services that may help people out of homelessness. Some of these services include medical needs, transitionary housing, job assistance and more.

In a letter dated May 17, 2016, the City of Daytona Beach asked the cities of Port Orange, Daytona Beach Shores, Debary, Deltona, Edgewater, Holly Hill, Orange City and South Daytona for financial assistance in their contract with the Salvation Army. Staff has attached the letter from Daytona Beach and its contracts with both the Salvation Army and Halifax Urban Ministries.

The City of Daytona Beach is requesting $12,542.61 from Port Orange. This amount is a portion of their contract with the Salvation Army for temporary housing and other services for approximately 18 individuals that were housed in Daytona Beach but indicated their city of residence as Port Orange. The approximately $12,500 represents about 6% of Daytona's total contract of just under $200,000 for services rendered by the Salvation Army for a 90-day period ending April 27, 2016.

If the City considered using this option whenever homeless individuals were identified that requested services, the cost would be about $50,170 per year if the number of homeless in Port Orange remained at 18. Currently there is no year-round emergnecy shelter in Port Orange. In addition, there are no organizations in Port Orange with access to the Homeless Management Information System (HMIS). The HMIS is a database that non-profit organizations can access on behalf of the homeless that significantly aids in the provision of services and tracks the needs of individuals who are interested in being identified as needing those services.

The staff has invited Mike Cornell – Program Director Supportive Services for Veterans

Families for the Salvation Army. Mike will provide more information on how residency in the bed to bridge program is determined as well as other aspects of the program.

Project No.: Funding Account No.: 001-1200-512.99-10
001-1000-519-99-10

ATTACHMENTS:

1.	Staff report on Homeless	Staff report on Homeless.doc
2.	Homelessness Contract	Homelessness Proposal Contract.pdf

Robin Fenwick — Created/Initiated - 06/02/2016
Tracey Riehm — Approved - 06/02/2016
M. Jake Johansson — Final Approval - 06/02/2016

Staff Report

To:	City Council
From:	City Manager, Jake Johansson
Subject:	Funding for Homeless Shelter
Date:	June 1, 2016

Introduction

The City of Daytona Beach is requesting assistance with their emergency homeless sheltering program based upon the percentage of self-reported individuals from various Volusia County municipalities. Port Orange had 18 individuals who reported their last address as Port Orange, this represent 6.27% of the Volusia County 90-day count.

Background

Since January of 2016, the City of Daytona Beach has been working with local service agencies to address local homeless issues. Specifically, they have entered into a contract with Halifax Urban Ministries (HUM) to provide a **Traveler's Aid Program** which provides funding assistance to return/reunite homeless with the family and their home community. Air fare and bus ticket costs are capped by the City of Daytona Beach at $5,000 of actual travel costs over a 90 day period.

The City of Daytona Beach has also contracted with the Salvation Army to provide a **Bridge Bed Program for Emergency Shelter** beds at the Center of Hope facility located at 560 Ballough Road in Daytona Beach. These emergency shelter beds are available for a Cold Weather Shelter or other emergency shelter situations. Under this contract the Salvation Army will reserve a minimum of 10 and up to 80 beds for emergency shelter needs. For the first three months of this program, the City of Daytona Beach incurred costs of $113,902.40 for a 90 day period, which offset the Salvation Army's actual cost of running the shelter for such items as additional food, electricity, portable toilet facilities, staff monitoring and storage of items. It also included an additional $1,000 for placing additional homeless in hotels should the bed allotment at the shelter be reached.

Discussion

The City of Daytona Beach is extending the **Bridge Bed Program** for emergency beds at the Salvation Army, with cost expected to be $119,663. In addition, the City of Daytona Beach has

agreed to pay the Salvation Army an additional $65,314 for the next 90 period for their homeless assessment program. According to the City of Daytona Beach, the Salvation Army performs a **Homeless Assessment Review** of every homeless individual that enters the shelter, and based upon that assessment, offers an array of services including referrals to health care, mental health care, vocational rehabilitation and referrals to transitional housing; for a total cost of emergency sheltering to be $184,977. The City of Daytona Beach is also extending the HUM **Traveler's Aid Program**, capped at $5,000 per month for a total of $15,000 for the next 90 days.

Service	**Amount**
Halifax Urban Ministries - Traveler's Aid	$15,000
Salvation Army - Bridge Bed Program	$119,663
Salvation Army - Assessment Services	$65,314
90-Day Costs	**$199,977**

The City of Daytona Beach is seeking assistance from Volusia County Cities to help offset their costs for the second 90-day emergency bed program. Individuals admitted to the Salvation Army's Bridge Bed Program - emergency shelter beds, were asked to provide their prior living address. The prior address of those admitted to the Salvation Army Bridge Bed Program was the basis used to determine the proportionate share of funding for the next 90 days. The proposed distribution is follows:

City	90-Day Count	Percent of Total	Pro Rata Share of 90 Day Costs
Daytona Beach	155	54.01%	$107,998.22
Daytona Beach Shores	17	5.92%	$11,844.97
DeBary	1	0.35%	$696.76
Deland	5	1.74%	$3,483.81
Edgewater	1	0.35%	$696.76
Holly Hill	22	7.67%	$15,328.78
Orange City	2	0.70%	$1,393.53
Ormond Beach	22	7.67%	$15,328.78
Port Orange	18	6.27%	$12,541.73
South Daytona	18	6.27%	$12,541.73
Volusia County	26	9.06%	$18,115.83
Total	**287**		**$199,970.90**

The City of Daytona Beach is requesting the City of Port Orange contribute based upon it's percentage of self-reported homeless, as a percentage of the Volusia County population. Port Orange represents 6.27% of those individuals self-reporting their last address as Port Orange. The amount requested from Port Orange is $12,541.73.

Budget Impact

If the Council desires to participate in this program there are sufficient funds available in the budget to accommodate this request. There is not a specific line item dedicated to this expenditure, a budget amendment would be required. The initial request for $12,541.73 could be funded from the City Manager's contingency line, and a similar amount is available in the

General Fund non-departmental budget for the balance of this fiscal year. Ongoing participation would be included in the FY17 budget currently under development.

Citizen Impact

Funding this effort would provide emergency shelter beds available for the City's homeless population and they could be taken to the shelter on the Ballough Road rather than be prosecuted. The staff under the leadership of the Assistant City Manager has made some progress in assisting our homeless within our community however, we have not come to consensus on how to proceed. We continue to work collaboratively with faith-based organizations, local businesses and key stakeholders to find a suitable solution. Any solution that we may find would not include any care above and beyond a place to sleep.

Recommendation

Staff believes it is in the best interest of the City of Port Orange to agree to the terms indicated by the City of Daytona Beach for the next year. It would be more cost effective than a local alternative at this time (hotel room) and our homeless would be better served by having access to additional care and rehabilitation. It will also allow our POPD to deliver homeless to the Salvation Army Bridge Bed Program for those individuals who indicate they need assistance. This would be memorialized in the next 90 day extension contract covering the period July-September 2016. The City of Daytona Beach and the Salvation Army have ensured the City Manager that any drop off's occurring in June by the City of Port Orange would be accepted.

The CITY OF DAYTONA BEACH

"THE WORLD'S MOST FAMOUS BEACH"

May 17, 2016

City Managers of
Daytona Beach Shores,
Debary,
Deltona,
Edgewater,
Holly Hill,
Orange City,
Port Orange, and
South Daytona

Re: Homeless Assistance

Dear City Manager:

As you know, since January of this year the City has contracted with local service agencies to address local homelessness issues. The City of Daytona Beach's cost for providing these services under these contracts for a 90-day period will be $199,977.90. I am writing this letter to ask for your City's contribution toward these costs.

Daytona Beach's contract with the Salvation Army provides emergency beds for homeless persons at the Salvation Army's Center of Hope Facility, located at 560 Ballough Road, Daytona Beach. Copies of the original 90-day contract, and the letter extending the contract for a 90-day period through July 26, 2016, are attached. Daytona Beach has agreed to pay the Salvation Army approximately $119,663.00 in order to secure the emergency beds during the 90-day extension period that began April 28, 2016.

In addition to this written contract, at the Salvation Army's request, Daytona Beach has agreed to provide Salvation Army an additional $65,314.00 for this period. The Salvation Army performs an assessment of every homeless individual entering into the Center; and, based on that assessment, offers an array of services, such as referrals to health care, mental health care, vocational rehabilitation, and referrals to transitional housing.

∘ P.O. Box 2451 ∘ Daytona Beach, FL 32115-2451 ∘ Phone 386-671-8010∘ Fax 386-671-8015∘
chisholmj@codb.us

The City's current contract with the Halifax Urban Ministries (HUM), also attached, subsidizes HUM's participation in the Traveler's Aid International Program, for a 90-day period ending on August 11, 2016. Under the HUM agreement, Daytona Beach will pay HUM's contracted cost of providing air or bus fare to local homeless persons to return to their family and home community of origin, up to a monthly cap of $5,000.

Based on intake information gathered by the Salvation Army of all homeless individuals entering the Center of Hope during the 90-day period ending April 27, 2016, City staff created a table, attached. The table identifies the city of residence of each homeless person during this period, and based on the city of residence divides the $199,977.90, referenced above, pro rata.

We are requesting your assistance based on this table. Please indicate your City's commitment to assist by signing below.

Respectfully,

James Chisholm, City Manager
The City of Daytona Beach

The City of _____ hereby agrees to pay the amount requested in the attached Table.

By: _____ Date: _____

Printed Name: _____

Title: _____

∘ P.O. Box 2451 ∘ Daytona Beach, FL 32115-2451 ∘ Phone 386-671-8010∘ Fax 386-671-8015∘
chisholmj@codb.us

Table

City	90-day Count	Percentage of Total	Pro Rata Share of 90-Day Costs
Daytona Beach	155	54.007	$108,002.06
Daytona Beach Shores	17	5.923	$11,844.69
Debary	1	0.348	$695.92
Deltona	5	1.742	$3,483.62
Edgewater	1	0.348	$695.92
Holly Hill	22	7.666	$15,330.31
Orange City	2	0.697	$1,393.85
Ormond Beach	22	7.666	$15,330.31
Port Orange	18	6.272	$12,542.61
South Daytona	18	6.272	$12,542.61
County of Volusia	26	9.059	$18,116.00
Total			**$199,977.90**

AGREEMENT FOR TRAVELER'S AID PROGRAM FUNDING ASSISTANCE

The Parties to this Agreement, effective May 12, 2016 (the "Effective Date"), are The City of Daytona Beach, Florida, a Florida municipal corporation (The "CITY"), and Halifax Urban Ministries, Inc., a Florida corporation not-for-profit ("HUM").

WITNESSETH:

WHEREAS, HUM, which provides various forms of assistance to homeless persons, and the CITY previously entered into a Traveler's Aid Program Funding Assistance Agreement for a 90-day period commencing on January 12, 2016, pursuant to which the CITY paid HUM for HUM's assistance in returning homeless located within the City of Daytona Beach, to their family and home community in accordance with the Travelers Aid International Program; and

WHEREAS, by informal agreement, HUM extended these services for an additional 30-day period upon expiration of the above-referenced Agreement, and the CITY agreed to pay HUM accordingly; and

WHEREAS, the CITY and HUM are mutually interested in entering into this Agreement to continue Traveler's Aid services for another 90-day Term.

NOW, THEREFORE in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the CITY and HUM agree as follows:

1. The above-referenced Agreement was informally extended for a one-month period commencing on April 12, 2016, and ending on May 11, 2016. The CITY will pay HUM any remaining monies due through the end of the extension period, within 30 days after the Effective Date of this Agreement.

2. The CITY will pay HUM an amount equal to HUM's actual costs, incurred during the period beginning May 12, 2016 and ending 90 days thereafter, of purchasing airfare and bus tickets for homeless persons within Daytona Beach as part of the Traveler's Aid International Program, subject to a monthly cap of $5,000.

3. In order to be eligible for reimbursement under this Agreement, HUM agrees to use the Homeless Management Information System ("HMIS") to assess a homeless individual prior to purchasing airfare or a bus ticket. HUM will use the assessment to engage in such case management and make ancillary referrals as HUM may deem appropriate. HUM will keep and maintain a database of all such assessments, and make the database available to the CITY upon request, in searchable format, organized and available for print in spreadsheet format.

4. In order to receive reimbursement, HUM must invoice the CITY in writing, no more frequently than monthly, and no sooner than 30 days after the Effective Date. The CITY may reject HUM's invoice if the invoice fails to provide the CITY sufficient detail to verify the amount claimed. If the invoice is acceptable the CITY will pay HUM within 30 days after receipt.

5. This Agreement may be terminated as follows:

   a. Either Party may terminate this Agreement in the event of a default by any other Party. A Party will be deemed to be in default if the Party materially breaches its obligations hereunder and such breach continues or reoccurs after the non-breaching Party has issued a notice of breach and demanded correction within the Cure Period. The Cure Period will be 10 days, unless the nature of the breach is such that it cannot be reasonably cured within 10 days, in which case the Cure Period will be the minimum period necessary to reasonably achieve compliance through the use of consistent and diligent effort.

b. In addition, the CITY may terminate this Agreement without cause by providing HUM 30 days' written notice.

Notwithstanding termination, HUM may submit a final invoice, and the CITY will remain obligated to pay HUM any monies due under this Agreement.

6. Notices required or authorized by this Agreement must be in writing, and will be valid when provided in person, or by certified mail, return receipt requested, or via overnight courier to the following persons:

If to CITY: Gary Shimun
Deputy City Manager/Administrative Services
301 S. Ridgewood Avenue
Daytona Beach, Florida

If to HUM: Mark Geallis
Executive Director
215 Bay Street
Daytona Beach, FL 32114

Either Party may, by written notice, change the name or address of that Party's designee for receipt of notices.

7. To the extent applicable, HUM will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

a Keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.

b. Providing 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 Ch. 119, Florida Statutes, or as otherwise provided by law.

c. Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meeting all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of HUM upon termination of this Agreement for any reason, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When such records are stored electronically, providing the CITY all records stored electronically in a format that is compatible with the CITY's information technology systems.

8. GENERAL PROVISIONS.

a. *Changes and modifications*. No change or modification of this Agreement will be valid unless the same is provided for in a written amendment signed by both Parties.

b. *Assignments and Subcontracting*. No assignment or subcontracting will be permitted without the CITY's written approval.

c. *Compliance with Laws and Regulations*. HUM will comply with by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted.

d. *No Third Party Beneficiaries.* There are no third party beneficiaries of HUM's services under this Agreement.

e. *Independent Contractors.* CITY and HUM will be deemed independent contractors in all respects relating to this Agreement.

f. *Venue.* The exclusive venue for any litigation arising out of this Agreement will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

g. *Litigation Costs.* In case of litigation between the Parties concerning this Agreement, each party will bear all of its litigation costs, including attorney's fees.

h. *Jury Trial Waived.* THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

i. *Integration.* This document represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the undersigned representatives of the Parties have executed this Agreement on the dates below.

The City of Daytona Beach

By: _____
James V. Chisholm, City Manager

Attest: _____
Letitia LaMagna, City Clerk

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

Halifax Urban Ministries, Inc.

By: _____
Mark Geallis, Executive Director

The CITY OF DAYTONA BEACH

"THE WORLD'S MOST FAMOUS BEACH"

February 24, 2016

Joni Sarrus Casillas
Director of Development'
The Salvation Army Daytona Beach
1555 LPGA Boulevard
Daytona Beach, FL 32117

The purpose of this letter is to memorialize in writing our agreement regarding the Salvation Army's assistance in helping the City address recent homelessness problems within the City, including the camp that was, until recently, established at 250 Beach Street.

A summary of our agreement, which took effect on January 29, 2016 (the "Effective Date"), is as follows:

1. The Salvation Army, for a period of 90 days from the Effective Date, agreed to make spaces within the Center of Hope facility, located at 560 Ballough Road, Daytona Beach, Florida, as bridge beds for daily use for homeless persons referred to the facility by the City of Daytona Beach Police Department. The specific spaces are generally located within the area of the Center designated for Cold Weather Shelter use, or other available space deemed appropriate by The Salvation Army in its facility.

2. If at any time during the 90-day period, Salvation Army was not able to accommodate a homeless person referred to the facility be a City police officer, at the City's request The Salvation Army would agree to find a hotel room for the person for the night.

3. Neither use of the additional spaces referenced in Paragraph 1, nor use of a hotel space as referenced in Paragraph 2, was conditioned on religious requirements or receipt of services such as substance abuse or mental health treatment.

4. In consideration for the services provided above, the City agreed to pay The Salvation Army a base sum of $113,902.40, plus up to $1,000 of The Salvation Army's contracted costs for placing any homeless persons in a hotel as referenced in Paragraph 3. The base sum was intended to help the Salvation Army address the increased costs of operating the Center during the 90-day period above, including with respect to such items as food, electricity, supplies, portable toilet facilities, staff monitoring, and storage. We agreed that the base fee would not be decreased or increased, regardless of the actual additional costs incurred by Salvation Army during this 90-day period.

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chisholmja@codb.us

If you are in agreement that these terms reflect our prior understanding, please sign below. Within 15 days after your return this letter with your signature, we will forward payment to you in the amount of $37,967.47. The remaining fees due would be paid on a monthly basis within 15 days of our receipt of your final invoice, which would be sent promptly after the expiration of the 90-day period.

Thank you for your continuing cooperation with the City of Daytona Beach.

Respectfully,

James Chisholm, City Manager
The City of Daytona Beach

The Salvation Army Daytona Beach

By: _____
Director of Development

The CITY OF DAYTONA BEACH

"THE WORLD'S MOST FAMOUS BEACH"

May 4, 2016

Rev. Tony Deobil
Director of Social Services
The Salvation Army Daytona Beach
1555 LPGA Boulevard
Daytona Beach, FL 32117

Re: Continuation of Bridge Bed Program

Dear Reverend Deobil:

The purpose of this letter is to set forth our agreement for The City of Daytona Beach's continued participation in The Salvation Army's Bridge Bed Program for a Term commencing April 28, 2016 and ending July 26, 2016.

Our agreement for continued participation is as follows:

1. The Salvation Army will continue to make bed spaces within the Center of Hope (the "Facility"), located at 560 Ballough Road, Daytona Beach, Florida, as emergency shelter beds for daily use for homeless persons referred to the facility by The City of Daytona Beach Police Department (the "City PD"), in accordance with the following terms and conditions:

    (a) "Daily use" generally means a period of at least 12 hours. However, the period may be less than 12 hours when the homeless person referred to the Facility by the City PD voluntarily leaves the Facility before 12 hours have transpired.

    (b) Each day, the Salvation Army will reserve a minimum of 10 and a maximum of 87 bed spaces for The City's daily use under this Agreement; provided, that whenever The City does not require a reserved bed space for daily use the Salvation Army is free to make the bed space available to other homeless individuals not referred to the Facility by the City PD. The bed spaces provided will generally be located within the area of the Facility designated for Cold Weather Shelter use. However, the Salvation Army may from time to time provide one or more bed spaces in other indoor areas within the Facility in lieu of spaces within the Cold Weather Shelter.

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cityhall@codb.us

(c) If the minimum number of bed spaces reserved for use are already in use pursuant to this Agreement and the Salvation Army does not have an additional bed space available for a homeless person referred to the Facility by the City PD, at the City PD's request The Salvation Army will arrange for the homeless person's use of a hotel room for the night.

(d) The Salvation Army will not condition use of bed space within the Facility or use of a hotel space as referenced above, on religious requirements or receipt of services such as substance abuse or mental health treatment.

(e) The Salvation Army will be responsible for recognizing if a homeless individual referred to the Facility by the City PD has a serious medical condition requiring attention, including medical emergencies; and for contacting 9-1-1 to request rescue services.

(f) The Salvation Army will use the Homeless Management Information System ("HMIS") to assess homeless individuals referred to the Facility by the City PD. The Salvation Army may use the assessment to engage in such case management and make ancillary referrals as the Salvation Army may deem appropriate. The Salvation Army will keep and maintain a database of all such assessments, and make the database available to The City upon request, in searchable format, organized and available for print in spreadsheet format.

2. In consideration for the services provided above The City will pay The Salvation Army a Base Fee of $118,663.90, plus up to $1,000 of The Salvation Army's contracted costs for placing homeless persons in a hotel as referenced above. The Base Fee is intended to help the Salvation Army address the costs of operating the Center during the Term hereof, including with respect to such items as food, electricity, supplies, portable toilet facilities, staff supervision and monitoring, and storage. The Base Fee will not be decreased or increased, regardless of the actual costs incurred by Salvation Army during the Term hereof.

3. The City will pay the Base Fee in arrears, in three equal monthly installments. Each monthly installment will be paid within 10 business days after the end of the monthly period, provided that The Salvation Army has invoiced The City in writing. The City will pay The Salvation Army's contracted costs for hotel placement, if any (subject to the maximum), when paying the monthly installment of the Base Fee, provided that The Salvation Army has provided proof of such contracted costs with the monthly invoice.

If you are in agreement, please sign and date below. Your signature will not affect The Salvation Army's right to receive the final payment owed under the initial Bridge Program letter of agreement, dated February 24, 2016.

Thank you for your continuing cooperation with The City of Daytona Beach.

Respectfully,

James Chisholm, City Manager
The City of Daytona Beach

Agreed to this 16 day of May, 2016, by
The Salvation Army Daytona Beach

By: _____
Rev. Tony Deobil
Director of Social Services