



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
October 18, 2022
7:00 PM

Mayor Bill Partington

Zone 1 – Commissioner Dwight Selby

Zone 3 – Commissioner Susan Persis

Zone 2 – Commissioner Troy Kent

Zone 4 – Commissioner Rob Littleton

COMMISSION CHAMBERS

22 South Beach Street, Ormond Beach, FL 32174

Phone: 386-677-0311

Web: www.ormondbeach.org

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. Trevor Hamilton
 - B. Domestic Violence Awareness Month
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting – October 5, 2022
- 7. CONSENT AGENDA**

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

- A. RESOLUTION NO. 2022-128: A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR SUPPLEMENTAL ANIMAL CONTROL SERVICES BETWEEN THE CITY AND COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.**

Staff Contact: Jesse Godfrey, Police Chief (386-676-3525)

- B. **RESOLUTION NO. 2022-129:** A RESOLUTION ACCEPTING A PROPOSAL FROM FLORIDA HEALTH CARE PLANS, INC. FOR THE PROVISION OF EMPLOYEE HEALTH/MEDICAL BENEFIT SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Claire Whitley, Assistant City Manager (386-676-3202)

- C. **RESOLUTION NO. 2022-130:** A RESOLUTION AUTHORIZING FUNDING OF EMPLOYEE HEALTH SAVINGS ACCOUNTS FOR THE 2023 PLAN YEAR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Claire Whitley, Assistant City Manager (386-676-3202)

- D. **RESOLUTION NO. 2022-131:** A RESOLUTION ACCEPTING A PROPOSAL FROM THE STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE DENTAL INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Claire Whitley, Assistant City Manager (386-676-3202)

- E. **RESOLUTION NO. 2022-132:** A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE VISION INSURANCE BENEFITS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Claire Whitley, Assistant City Manager (386-676-3202)

- F. **RESOLUTION NO. 2022-133:** A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE LONG TERM DISABILITY INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Claire Whitley, Assistant City Manager (386-676-3202)

- G. **RESOLUTION NO. 2022-134:** A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE LIFE INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Claire Whitley, Assistant City Manager (386-676-3202)

- H. **RESOLUTION NO. 2022-135:** A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Claire Whitley, Assistant City Manager (386-676-3202)

- I. **RESOLUTION NO. 2022-136:** A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE VOLUNTARY SHORT-TERM DISABILITY INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Claire Whitley, Assistant City Manager (386-676-3202)

- J. **RESOLUTION NO. 2022-137:** A RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (I.A.F.F.) LOCAL 3499; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Claire Whitley, Assistant City Manager (386-676-3202)

- K. **RESOLUTION NO. 2022-138:** A RESOLUTION AUTHORIZING EXECUTION OF AN ASSIGNMENT AND ASSUMPTION AGREEMENT BY TYMBER CREEK UTILITIES, INC. IN FAVOR OF CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- L. **RESOLUTION NO. 2022-139:** A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF SUSAN C. LEORZA RELEASING THE EASTERLY FIVE FEET OF THE TWENTY FOOT DRAINAGE EASEMENT LOCATED ALONG THE REAR PROPERTY LINE OF LOT 160, CHELSEA PLACE PHASE III SUBDIVISION (364 NOTTINGHILL STREET); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- M. **RESOLUTION NO. 2022-140:** A RESOLUTION AUTHORIZING THE EXECUTION OF A FLORIDA RESILIENT COASTLINE PROGRAM GRANT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL

PROTECTION, FOR THE PROVISION OF GRANT FUNDS IN THE AMOUNT OF \$75,000 TO BE USED FOR CONDUCTING A VULNERABILITY ASSESSMENT, PREPARING COMPREHENSIVE PLAN AMENDMENTS TO UPDATE THE "PERIL OF FLOOD" OBJECTIVES AND POLICIES, AND PREPARING A RESILIENCY ACTION PLAN FOCUSED ON YEARS 1-5; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- N. **RESOLUTION NO. 2022-141:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL REGARDING THE PROVISION OF SERVICES TO CONDUCT A VULNERABILITY ASSESSMENT, PREPARE COMPREHENSIVE PLAN AMENDMENTS TO UPDATE THE "PERIL OF FLOOD" OBJECTIVES AND POLICIES, AND PREPARE A RESILIENCY ACTION PLAN FOCUSED ON YEARS 1-5, PURSUANT TO THE WORK PLAN IDENTIFIED IN THE FLORIDA RESILIENT COASTLINE PROGRAM GRANT AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- O. **RESOLUTION NO. 2022-142:** A RESOLUTION APPROVING AND AUTHORIZING REVISIONS TO THE CITY'S FEE SCHEDULE FOR CULTURAL AND RECREATIONAL PROGRAMS AND FACILITIES OPERATED BY THE LEISURE SERVICES DEPARTMENT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Robert Carolin, Leisure Services Director (386-676-3279)

- P. **RESOLUTION NO. 2022-143:** A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND INSTALLATION OF DIRECTORY SIGNAGE AT THE ORMOND BEACH MUNICIPAL AIRPORT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Brian Rademacher, Economic Development Director (386-676-3266)

- Q. **ProjectDox Software FY 2022-2023 Renewal**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

Disposition: Approve as recommended in the City Manager memorandum dated October 18, 2022.

R. City Manager Status Report, October 2022

Staff Contact: Joyce Shanahan, City Manager (386-676-3200)

Disposition: Approve as recommended in the City Manager memorandum dated October 18, 2022.

8. PUBLIC HEARINGS

- A. ORDINANCE NO. 2022-32:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE THREE PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 33.31 ACRES GENERALLY LOCATED AT OLD DIXIE HIGHWAY AND PLANTATION OAKS BOULEVARD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBERS: 3124-00-00-0022, 3239-03-17-0130, AND 3239-03-07-0100, FROM ORMOND BEACH PRD (PLANNED RESIDENTIAL DEVELOPMENT) AND VOLUSIA COUNTY R-3 (URBAN SINGLE-FAMILY) TO ORMOND BEACH SE (SPECIAL ENVIRONMENTAL); AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- B. ORDINANCE NO. 2022-33:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER FOR THE "TATTERSALL AT TYMBER CREEK" SUBDIVISION, AUTHORIZING A PHASED SUBDIVISION OF 129 LOTS ON 84.14+ ACRES TO BE LOCATED AT 304 NORTH TYMBER CREEK ROAD (PARCEL ID NUMBER: 4124-00-00-0240), 2099 AIRPORT ROAD (PARCEL ID NUMBER: 4123-00-00-0012), AND 370 NORTH TYMBER CREEK ROAD (PARCEL ID NUMBER: 4124-00-00-0250); ESTABLISHING CONDITIONS AND EXPIRATION OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- C. ORDINANCE NO. 2022-34:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE TWO PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 5.73 ACRES LOCATED AT 520 AND 540 FLAGLER ROAD (VOLUSIA COUNTY PARCEL NUMBERS 3136-01-69-0020 AND 3136-01-68-0020) FROM B-7 (HIGHWAY TOURIST COMMERCIAL) TO PLANNED BUSINESS DEVELOPMENT (PBD); AUTHORIZING REVISION

OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- D. **ORDINANCE NO. 2022-35:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 520 AND 540 FLAGLER ROAD, TO BE KNOWN AS THE "NORTH INTERCHANGE"; AUTHORIZING THE DEVELOPMENT OF THE PROPERTY FOR BUSINESS AND STORAGE WAREHOUSES, INDOOR MINI SELF-STORAGE, AND OUTDOOR RV AND BOAT STORAGE UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- E. **ORDINANCE NO. 2022-36:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE REAL PROPERTY AS A RESULT OF THE COMPREHENSIVE PLAN AMENDMENTS THAT IMPLEMENTED THE PROVISIONS OF THE SECOND AMENDED INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE COUNTY OF VOLUSIA; AUTHORIZING REVISION OF THE OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

9. FIRST READING OF ORDINANCES

- A. **ORDINANCE NO. 2022-37:** AN ORDINANCE AMENDING THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN ADOPTED BY ORDINANCE 90-36, AS PREVIOUSLY AMENDED, BY ADDING AN OBJECTIVE AND POLICIES FOR FLOOD RISK PLANNING IN ACCORDANCE WITH FLORIDA STATUTES SECTION 163.3178(2)(F); PROVIDING FOR TRANSMITTING COPIES OF THE NOTICE AND AMENDMENT TO THE STATE REVIEWING AGENCIES, THE COUNTY OF VOLUSIA, AND ANY OTHER LOCAL GOVERNMENT OR GOVERNMENTAL AGENCY REQUESTING A COPY; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

10. SECOND READING OF ORDINANCES

- A. **ORDINANCE NO. 2022-31:** AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2021-2022 BY AMENDING THE GENERAL FUND (001); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); LOCAL LAW ENFORCEMENT TRUST FUND (109); ECONOMIC DEVELOPMENT FUND (110); GRANTS FUND (116); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Kelly McGuire, Finance Director (386-676-3226)

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

Website Address – www.ormondbeach.org

NOTICE – Pursuant to Section 286.0105 of the Florida Statutes, if any person decides to appeal any decision made by the City Commission with respect to any matter considered at this public meeting, such person will need a record of the proceedings and for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance.
Phone: 386-677-0311



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons with a disability, such as a vision, hearing or speech impairment, or persons needing other types of assistance, and who wish to attend City Commission meetings or any other board or committee meeting may contact the City Clerk's Office in writing, or may call 386-677-0311 for information regarding available aids and services.

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

October 5, 2022	7:00 p.m.	Commission Chambers
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Present: Mayor Bill Partington, Commissioners Dwight Selby, Troy Kent and Rob Littleton, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Claire Whitley and City Clerk Susan Carroll Dauderis.

A G E N D A

1.

CALL TO ORDER
2.

INVOCATION
3.

PLEDGE OF ALLEGIANCE
4.

PRESENTATIONS AND PROCLAMATIONS

A.

Sydney Sanford

B.

Hispanic Heritage Month

C.

Lori Koplin
5.

AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA
6.

APPROVAL OF MINUTES

A.

Minutes from City Commission meeting – September 21, 2022
7.

COMMUNITY REDEVELOPMENT AGENCY

A.

RESOLUTION NO. 2022-118: A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET BETWEEN THE CITY/AGENCY AND ORMOND BEACH MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE. (SEE ITEM 8A)

Staff Contact:

Steven Spraker, Planning Director (386-676-3341)
8.

CONSENT AGENDA

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

A.

RESOLUTION NO. 2022-118: A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET BETWEEN THE CITY/AGENCY AND ORMOND BEACH MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC
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REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- B. **RESOLUTION NO. 2022-119:** A RESOLUTION REAPPOINTING JOE DANIELS AS A MEMBER TO SERVE AS A COMMISSIONER OF THE ORMOND BEACH HOUSING AUTHORITY; SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Susan Dauderis, City Clerk (386-676-3340)

- C. **RESOLUTION NO. 2022-120:** A RESOLUTION APPOINTING NINOSKA MORALES AS A MEMBER TO SERVE AS A COMMISSIONER OF THE ORMOND BEACH HOUSING AUTHORITY; SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Susan Dauderis, City Clerk (386-676-3340)

- D. **RESOLUTION NO. 2022-121:** A RESOLUTION AUTHORIZING AN AMENDMENT TO THE EXISTING AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., REGARDING PROFESSIONAL SERVICES TO CONDUCT AN IMPACT FEE STUDY UPDATE; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- E. **RESOLUTION NO. 2022-122:** A RESOLUTION AUTHORIZING A COST INCREASE TO ODYSSEY MANUFACTURING CO. REGARDING THE PROVISION OF SODIUM BISULFITE UNDER ITB 2021-24; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Robert Preis, Utility Manager (386-676-3305)

- F. **RESOLUTION NO. 2022-123:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF VARIOUS REPLACEMENT AND REPAIR PARTS FROM ALPHA GENERAL SERVICES, LLC ON AN AS-NEEDED BASIS FOR THE CITY'S PRETREATMENT EFFLUENT PUMPING TANKS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Robert Preis, Utility Manager (386-676-3305)

- G. **RESOLUTION NO. 2022-124:** A RESOLUTION ACCEPTING A BID FROM MASCI GENERAL CONTRACTOR, INC. FOR CONSTRUCTION SERVICES REGARDING THE ROADWAY RESURFACING 2022 PROJECT, UNDER BID NO. 2022-24; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Alex Schumann, City Engineer (386-676-3302)

- H. **RESOLUTION NO. 2022-125:** A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kevin Gray, Deputy Public Works Director (386-676-3577)

- I. **RESOLUTION NO. 2022-126:** A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING SERVICES FOR THE AUTOMATED WEATHER OBSERVING SYSTEM REPLACEMENT PROJECT AT THE ORMOND BEACH MUNICIPAL AIRPORT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Brian Rademacher, Economic Development Director (386-676-3266)

9. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2022-28:** AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1405 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 3136-01-45-0010; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- B. **ORDINANCE NO. 2022-29:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF THREE PARCELS OF REAL PROPERTY TOTALING 33.31± ACRES GENERALLY LOCATED AT OLD DIXIE HIGHWAY AND PLANTATION OAKS BOULEVARD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBERS: 3124-00-00- 0022, 3239-03-17-0130, AND 3239-03-07-0100, FROM ORMOND BEACH "LOW DENSITY RESIDENTIAL" AND VOLUSIA COUNTY "URBAN LOW INTENSITY" TO ORMOND BEACH "RECREATION/OPEN SPACE"; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

10. FIRST READING OF ORDINANCES

- A. **ORDINANCE NO. 2022-30:** AN ORDINANCE RECOGNIZING DECLARATIONS OF A STATE OF EMERGENCY IN THE STATE OF FLORIDA AND COUNTY OF VOLUSIA, INCLUDING THE CITY OF ORMOND BEACH, AS DECLARED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS; DECLARING A LOCAL STATE OF EMERGENCY IN THE CITY OF ORMOND BEACH; AUTHORIZING TEMPORARY EMERGENCY ADMINISTRATIVE PROCEDURES TO PROVIDE FOR THE EXPEDITIOUS AND COORDINATED MANAGEMENT OF BUILDING PERMIT APPLICATIONS AND FEES; WAIVING SPECIFIC PERMITS AND FEES FOR THE REMOVAL OF CERTAIN TREES; AUTHORIZING THE ISSUANCE OF ONSITE PERMITS FOR REPAIR OF DAMAGE CAUSED BY HURRICANE IAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR

SEVERABILITY, AND SETTING FORTH AN EFFECTIVE DATE.
(FIRST AND ONLY READING)

Staff Contact: Susan Dauderis, City Clerk (386-676-3340)

- B. **ORDINANCE NO. 2022-31:** AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2021-2022 BY AMENDING THE GENERAL FUND (001); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); LOCAL LAW ENFORCEMENT TRUST FUND (109); ECONOMIC DEVELOPMENT FUND (110); GRANTS FUND (116); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kelly McGuire, Finance Director (386-676-3226)

11. DISCUSSION AND DIRECTION ITEMS

A. **City Attorney Evaluation**

Staff Contact: Randal Hayes, City Attorney (386-676-3217)

B. **City Manager Evaluation**

Staff Contact: Joyce Shanahan, City Manager (386-676-3200)

12. REPORTS, SUGGESTIONS, REQUESTS

13. ADJOURNMENT

MINUTES

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 7:00 p.m.

Mayor Partington advised Commissioner Persis was unable to be in attendance for the meeting.

Item #2 – Invocation

Pastor Greg Holmgren, Tomoka Christian Church, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4C – Lori Koplin

Mayor Partington presented a proclamation to Ms. Lori Koplin in honor of her service to the City of Ormond Beach and her dedication to education. He invited residents to congratulate her on her quest to further her education.

Ms. Koplin thanked the Commission for their support.

Item #4B – Hispanic Heritage Month

Mayor Partington presented the Volusia County Hispanic Chamber of Commerce a proclamation recognizing September 15 through October 15, 2022, as Hispanic Heritage

Month and encouraged residents to pay tribute to the generations of Hispanic-Americans who positively influenced the city and community.

The Volusia County Hispanic Chamber of Commerce President, Lourdes Leon, Vice President, Joe Hearn and Leads Director, Alexandra Tison, thanked the Commission for their support and discussed what the Volusia County Hispanic Chamber of Commerce promoted within the community.

Item #4A –Sydney Sanford

Mayor Partington presented a proclamation to Ms. Sydney Sanford for her many accomplishments in academics, aerospace training, volunteerism and servant leadership. He encouraged residents to recognize her service as an outstanding citizen of the community.

Ms. Sanford thanked the Commission and residents for their support.

Item #5 – Audience Remarks

Mr. Ike Leary, 1 South Beach Street, thanked Commissioner Kent, Leisure Services Director Robert Carolin and City Manager Joyce Shanahan for checking on the Cassen Park Bait Shop. He discussed Labor Day weekend and the Fishing Tournament on Saturday, October 8, 2022. He expressed his concerns regarding the Cassen Park redesign.

Mr. F. David Williams, 41 Crystal Circle, discussed his concerns regarding solicitation from Apex Roofing to Ormond Beach homeowners. He questioned how it would be handled the company approaching local homeowners.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes of the September 21, 2022, meeting had been sent to the Commission for review and were posted on the city's website for public viewing. He asked for any corrections, additions, or omissions. He stated that hearing no corrections, the minutes would stand approved as presented.

Commissioner Littleton moved, seconded by Commissioner Kent, for approval of the September 21, 2022, City Commission meeting minutes.

The motion passed by voice vote.

Item #7 – Community Redevelopment Agency

Mayor Partington advised the following item was a Community Redevelopment item. He explained that the City Commission served as the Community Redevelopment Agency (CRA) of the city and must review the item and make a recommendation as the CRA.

Mayor Partington recessed the City Commission meeting, called the CRA meeting to order, and opened the public hearings, at 7:28 p.m.

Item #7A– 2022-23 Service Agreement for Ormond Beach MainStreet

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2022-118

A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET BETWEEN THE CITY/AGENCY AND ORMOND BEACH MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE.
(SEE ITEM A)

Mayor Partington noted no audience cards had been submitted on the item.

Commissioner Selby moved, seconded by Commissioner Littleton, for approval of Resolution No. 2022-118, as read by title only.

The motion passed by voice vote.

Commissioner Selby expressed his support of the item and Ormond Beach MainStreet (Ormond MainStreet). He discussed events and other positive attributes of Ormond MainStreet.

Commissioner Kent discussed his support of the item and the downtown improvements that took place during his service as Commissioner and recognized Mr. Bill Partington Senior, Bill Jones, the Commission and Ormond MainStreet. He recommended for the incoming Commissioners to be the liaison if possible to the Ormond MainStreet Board as previous Commissioners found the board extremely beneficial.

Commissioner Littleton voiced his support of the item and Ormond MainStreet.

Mayor Partington agreed with the Commission and discussed his support of the item. He discussed the positive impact to the city in the downtown area.

Mayor Partington closed the public hearing, adjourned the CRA meeting, and reconvened the City Commission meeting at 7:38 p.m.

Item #8 – Consent Agenda

Mayor Partington advised the actions proposed for the items on the Consent Agenda were so stated on the agenda. He asked if any member of the Commission had questions or wished to discuss any items separately.

Commissioner Kent moved, seconded by Commissioner Selby, for approval of the consent agenda.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Comments on the Consent Agenda

Mayor Partington discussed his support of Item 8B which re-appointed Mr. Joe Daniels to the Housing Authority.

Item #9 – Public Hearings

Mayor Partington opened the public hearings.

Item #9A – 1405 North U.S. Highway 1, Annexation

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2022-28
AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1405 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 3136-01-45-0010; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.
(SECOND READING)

Commissioner Kent moved, seconded by Commissioner Littleton, for approval of Ordinance No. 2022-28, on second reading, as read by title only.

Call Vote:	Commissioner Kent	Yes
	Commissioner Littleton	Yes

Commissioner Selby	Yes
Mayor Partington	Yes

Item #9B – Land Use Map Amendment, Volusia County parcels – Plantation Oaks Blvd. & Old Dixie Highway

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2022-29

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF THREE PARCELS OF REAL PROPERTY TOTALING 33.31± ACRES GENERALLY LOCATED AT OLD DIXIE HIGHWAY AND PLANTATION OAKS BOULEVARD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBERS: 3124-00-00- 0022, 3239-03-17-0130, AND 3239-03-07-0100, FROM ORMOND BEACH “LOW DENSITY RESIDENTIAL” AND VOLUSIA COUNTY “URBAN LOW INTENSITY” TO ORMOND BEACH “RECREATION/OPEN SPACE”; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Selby moved, seconded by Commissioner Littleton, for approval of Ordinance No. 2022-29, on second reading, as read by title only.

Call Vote:	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Mayor Partington closed the public hearings.

Item #10 – First Reading of Ordinances

Item #10A – Hurricane Ian Local Emergency Ordinance

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2022-30

AN ORDINANCE RECOGNIZING DECLARATIONS OF A STATE OF EMERGENCY IN THE STATE OF FLORIDA AND COUNTY OF VOLUSIA, INCLUDING THE CITY OF ORMOND BEACH, AS DECLARED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS; DECLARING A LOCAL STATE OF EMERGENCY IN THE CITY OF ORMOND BEACH; AUTHORIZING TEMPORARY EMERGENCY ADMINISTRATIVE PROCEDURES TO PROVIDE FOR THE EXPEDITIOUS AND COORDINATED MANAGEMENT OF BUILDING PERMIT APPLICATIONS AND FEES; WAIVING SPECIFIC PERMITS AND FEES FOR THE REMOVAL OF CERTAIN TREES; AUTHORIZING THE ISSUANCE OF ONSITE PERMITS FOR REPAIR OF DAMAGE CAUSED BY HURRICANE IAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, AND SETTING FORTH AN EFFECTIVE DATE. **(FIRST AND ONLY READING)**

Commissioner Kent moved, seconded by Commissioner Selby, for approval of Ordinance No. 2022-30, on first and only reading, as read by title only.

Call Vote:	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Item #10B – Budget Amendments Fiscal Year 2021-2022

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2022-31

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2021-2022 BY AMENDING THE GENERAL FUND (001); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); LOCAL LAW ENFORCEMENT TRUST FUND (109); ECONOMIC DEVELOPMENT FUND (110); GRANTS FUND (116); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE.

Ms. Kelly McGuire, Finance Director, explained the item was to amend the Fiscal Year (FY) 2021-2022 budget, noting it was largely made up of capital project funds that were moved from one FY to the next. She stated the capital project funds that moved were previously approved by the Commission. She explained there were transfers and duplicates which were additional accounting entries not actual dollars spent.

Commissioner Selby moved, seconded by Commissioner Littleton, for approval of Ordinance No. 2022-31, on first reading, as read by title only.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Item #11 – Discussion and Direction Items

Item #11A – City Attorney Evaluation

Commissioner Littleton thanked City Attorney Randy Hayes for his support of the Commission.

Commissioner Kent stated Mr. Hayes was an example of what every City Attorney should be, noting many of Mr. Hayes’ positive attributes. He inquired if the City Attorney and City Manager raises coincide with the general employee raises; whereby, Ms. Joyce Shanahan, City Manager, confirmed that was correct.

Commissioner Selby stated the residents of Ormond Beach were lucky to have Mr. Hayes as the City Attorney, noting Mr. Hayes successfully served for approximately 30 years.

Mayor Partington read his evaluation comments, noting Mr. Hayes’ hard work and relationships with city staff and throughout the community.

Mr. Randy Hayes, City Attorney, thanked the Commission for their kind comments.

Commissioner Selby moved, seconded by Commissioner Kent, for acceptance of the City Attorney evaluation.

Call Vote:	Commissioner Kent	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Item #11B – City Manager Evaluation

Commissioner Kent discussed Ms. Shanahan’s scores and the support Ms. Shanahan and Mr. Hayes provide for the Commission and each other. He read his comments from the evaluation and an example of the hard work Ms. Shanahan provided for the community.

Commissioner Selby discussed his support of Ms. Shanahan, noting her leadership and management of city employees.

Commissioner Littleton provided examples of the dedication Ms. Shanahan had for the city and thanked her for her service.

Mayor Partington stated Ms. Shanahan was the best City Manager in the nation based on work ethic, integrity, open door policy and willingness to work with everyone. He discussed the Commission's support of Ms. Shanahan.

Ms. Shanahan stated it was a pleasure to work for the Commission and thanked the city staff for their dedication, the Commission for their leadership and Mr. Hayes for his support and their working relationship.

Commissioner Kent moved, seconded by Commissioner Selby, for acceptance of the City Manager evaluation.

Call Vote:	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Item #12 – Reports, Suggestions, Requests

Cassen Park

Ms. Shanahan explained the Commission provided direction for a professional design to be completed, noting once it was completed it would be brought back before the Commission for approval.

Commissioner Kent voiced his frustration with the delay in the redesign of Cassen Park and requested a meeting with Ms. Shanahan.

Hurricane Ian

Ms. Shanahan stated staff provided information to the public regarding possible roofing scams on social media and explained the police department was made aware of the concerns. She complimented staff on their work during the hurricane. She noted during 2009 there were about 170 homes under water and during Hurricane Ian there were less than 20. She reviewed city staff's preparation prior to the storm, the process for debris and regular garbage pickup and minor damages to city facilities. She stated Volusia County City Managers had daily phone calls to discuss the hurricane and damages, noting Volusia County qualified for 100 percent Federal Emergency Management Agency (FEMA) reimbursement. She stated the Disaster Recovery Center would be at 1845 Holsonback Drive in Daytona Beach. She reviewed the damage from nearby cities and discussed the damages at Andy Romano Beachfront Park, noting the seawall would need an inspection.

Mr. Shawn Finley, Public Works Director, reviewed statistics from the hurricane including sandbag distribution, debris removal, utilities, boil water notices, water treatment plant damages, lift stations and stormwater flooding. He reviewed the next steps which included assessing damages throughout city parks, streets and facilities.

Commissioner Kent inquired about a device that filled sandbags; whereby, Ms. Shanahan stated the device did not work as well as it should. Commissioner Kent commended staff for the quick start to debris pick up by Crowder Gulf. He discussed the work that was done for the infrastructure to the city to help prevent flooding.

Commissioner Littleton commended staff on their work throughout the storm and requested Ms. Shanahan do something extra special for staff during Employee Appreciation Day.

Commissioner Selby discussed the delays that occurred at the Volusia County landfill. He stated he reached out to Volusia County, noting he believed the fees could be waived or had a flat fee to help reduce the delay and congestion. He inquired about the city's responsibility for ocean side condominiums and hotels and their structural integrity of the seawalls and buildings; whereby, Ms. Shanahan stated it was the responsibility of the owner to do the inspections. Commissioner Selby requested staff be pro-active and make the condominiums aware of the need of the inspection; whereby, Ms. Shanahan did note the city could not provide the inspections as the city was not allowed to spend public funds on private entities.

Mr. Hayes clarified staff would become involved when a permit was pulled, noting the Volusia County city managers and attorneys had a scheduled conference call and explained the topic could be discussed at that time.

Mayor Partington reviewed Hurricane Ian’s rain and wind statistics, noting Hurricane Ian reached Ormond Beach as a tropical storm. He commended staff on their preparation and work during and after the storm. He discussed potential projects that previously had state funding denied, noting the projects should be pushed forward again to help prevent future flooding.

Events

Ms. Shanahan stated there would be a Reel in the Fun fishing tournament held on Saturday, October 8, 2022 and encouraged residents to attend. She noted on October 4, 2022 the Ormond Beach Police Department hosted National Night Out.

Commissioner Kent discussed the success of National Night Out and stated his support of the date change from August to September.

Commissioner Selby stated due to Hurricane Ian his travel plans were rearranged and he would be able to attend the State of the City on October 11, 2022.

Mayor Partington discussed his support of National Night Out and thanked staff for their work. He stated on Friday, October 7, 2022 was Movie on the Halifax at the Rockefeller Gardens Park and on October 14, 2022 at the Casements would be Walk with the Manager. He discussed the Reel in the Fun fishing tournament and Employee Appreciation Day. He inquired if the Commission had thoughts on Commissioner Littleton’s comments about Ms. Shanahan doing something extra special for the staff; whereby, Commissioner Kent stated it was a nice idea, noting there was a mid-year wage adjustment recently approved and would suggest leaving the responsibility with Ms. Shanahan.

Commissioner Selby agreed with Commissioner Kent stating he would rely on Ms. Shanahan’s recommendation.

Evaluations

Ms. Claire Whitley, Assistant City Manager, thanked the Commission for their comments during the evaluation items for Ms. Shanahan and Mr. Hayes.

Item #13 – Adjournment

The meeting was adjourned at 8:44 p.m.

APPROVED: October 18, 2022

BY: _____
Bill Partington, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Jesse Godfrey, Police Chief

Date: October 18, 2022

Subject: Agreement Between the County and City for Animal Control Services

Commission Goal: Public Safety - Other

Introduction

This is a request for the execution of a contract between the City of Ormond Beach and the County of Volusia for low-cost spay and neutering services for both our department and citizens who reside within the City limits.

Background

The City of Ormond Beach currently has an agreement with the Halifax Humane Society in regards to providing care for stray animals, which includes the City's "Return to Field" program for feral cats and cat colonies within the City of Ormond Beach. The agreement with the Humane Society also provides services to the City of Ormond Beach for the spaying and neutering of stray animals at a reduced cost. Currently, Animal Control is required to schedule appointments for low-cost spay and neutering services. There are instances where appointments are not readily available, causing a delay in these services. These same reduced cost services are not currently available to the residents of the City of Ormond Beach.

Discussion

The County of Volusia is requesting the City of Ormond Beach enter into an interlocal agreement for Animal Control Services. By entering into this agreement, Ormond Beach residents would become eligible for certain programs. One such program would be a low-cost spay/neutering program for residents of the City who qualify. The county will also offer supplemental operational assistance to provide certain Animal Control Services to the City. These would include vaccinations and low-cost pet spaying and neutering. It would also include animal search and rescue, and pet sheltering during any declared state of emergency.

Budget Impact

This agreement does not have any budgetary impact on the City of Ormond Beach.

Citizen Impact

By entering into this agreement, citizens of Ormond Beach who qualify for low-cost pet spaying and neutering would be able to have this service provided for them. This agreement would provide a cost-saving service for those citizens who would be otherwise unable to afford these services.

Recommendation

Staff recommends the approval and execution of the interlocal agreement with the County of Volusia.

Attachments:

- 22-128 Animal Svcs Agr-County (P22-0137G) (PDF)
- Supplemental Operational Assistance (PDF)
- New Fees (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 9/22/2022


Claire Whitley, Assistant City Manager 10/11/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/12/2022

RESOLUTION NO. 2022-128

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR SUPPLEMENTAL ANIMAL CONTROL SERVICES BETWEEN THE CITY AND COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute an Interlocal Agreement between the City and County of Volusia for providing supplemental operational animal control services, a copy of said Agreement being attached hereto and incorporated herein by reference.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Prepared by
Volusia County
123 West Indiana Avenue
DeLand, Florida 32720

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF VOLUSIA AND
THE CITY OF ORMOND BEACH FOR SUPPLEMENTAL OPERATIONAL ASSISTANCE
AND VOLUNTARY COOPERATION FOR ANIMAL CONTROL SERVICES**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into on this 18th day of October, 2022, by and between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida (hereinafter referred to as the “County”), and the CITY OF Ormond Beach, a municipal corporation of the State of Florida (hereinafter referred to as the “City”), each one consisting a public agency as defined in Part I of Chapter 163, Florida Statutes (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WITNESSETH:

WHEREAS, the Parties presently maintain and operate animal control services;

WHEREAS, the Parties are so located in relation to each other that it is to the advantage of each to receive and extend supplemental operational assistance and voluntary cooperation in the form of animal control services and resources to adequately respond to intensive situations, including but not limited to, the seizure of animals; criminal investigations involving animals; and declared disasters requiring pet sheltering;

WHEREAS, the Parties to this Agreement are authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as set forth in Section 163.01, *et.seq.*, Florida Statutes, to make efficient use of their respective powers, resources, authority, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts identified herein in a manner that will best utilize existing resources, powers, and authority available to each of them; and

WHEREAS, the Parties desire to cooperate in animal control services which permit voluntary cooperation and assistance between the Parties for the purposes set forth herein; provide for rendering assistance in emergency situations and providing assistance for the purposes of animal search and rescue as well as pet sheltering during declared disasters.

NOW, THEREFORE, incorporating the above recitals as if stated herein, it is agreed by and between the parties that each of the parties shall assist the other pursuant to the following stipulations, provisions, and conditions:

1. **Purpose and Intent.** The County agrees to provide supplemental operational assistance and voluntary cooperation to the City for animal control services relating to specified violations of Florida Statutes, including but not limited to animal cruelty, animal fighting, dangerous dogs, and impoundment of animals found in distress.

2. **Provisions for Supplemental Operational Assistance.** The Parties' will provide primary animal control services within their respective jurisdictions. To ensure the highest level of service possible, the City's animal control services may request supplemental operational assistance from the County's animal control services in the event the City's services are unavailable to address those incidents specified herein.
3. **Incidents Eligible for Supplemental Operational Assistance.** The County will provide supplemental operational assistance to the City in response to the following:
 - A. Situations and incidents which may result in the seizure of animals pursuant to Sections 767.12 through 767.136, and Section 828.073, Florida Statutes.
 - B. Criminal investigations involving animals pursuant to Sections 828.12 through 828.13, and Section 828.29, Florida Statutes.
 - C. Animal search and rescue and pet sheltering during a declared local state of emergency.
 - D. Spay/neuter services, vaccinations, and licensing for animals brought by the City's animal control services, or residents of the City who qualify for eligibility under the County's low-cost pet spaying and neutering program. The County shall establish a fee schedule for those spay/neuter services that are charged to the City that is approved by the County Council. These fees shall be charged directly to the City and payable upon receipt of the service. The County reserves the right to adjust fees as necessary.
4. **Procedure for Requesting Supplemental Operational Assistance.** In the event that the City needs assistance as set forth above, an authorized representative shall notify the County Animal Control Services Director, or designee. The County's Animal Control Services shall: (a) evaluate the situation and the request; (b) evaluate its available resources; (c) consult with supervisors as necessary; and (d) respond to the City in an appropriate manner. The County Animal Control Services may determine who is authorized to lend assistance in its jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority to grant supplemental operational assistance may be made verbally or in writing as the particular situation dictates.
5. **Command and Supervisory Responsibility.** In the event County Animal Control Services provides supplemental operational assistance to the City Animal Control Services, the County Animal Control Services will establish incident command and manage the incident in accordance with established procedures until mitigation of the incident or relieved by an officer having authority within the jurisdiction where the incident occurred.
6. **Duties and Level of Service.**
 - A. No department, officer, or employee of the Parties shall perform any function or service not within the scope of the duties of such department, officer or employee in its respective primary jurisdiction.
 - B. The rendition of service, standards of performance, discipline of officers and employees, and all other matters incident to the performance of services by command personnel and the command and control of their personnel and equipment shall remain with each Party.

- C. Disputes or disagreements as to the level of service and/or standards of performance shall be reported by the complaining party to the animal control services director, or designee, of the Party provided the service or took the action from which the complaint arose.
 - D. For the purposes of responding to disputes or disagreements regarding the level of services or the standards of performance required hereunder, the decision of the animal control services director of each Party, as set forth in writing, shall be final and conclusive with respect to the agency represented, subject to the conflict resolution procedures provided in Paragraph 8 herein.
 - E. Animal related incidents not listed in Paragraph 3 above, shall be handled by the respective jurisdiction.
7. **Employee Status.** Persons employed by a Party in the performance of services and functions pursuant to this Agreement shall have no claim on the other Party for pension, workers' compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to the officers and employees of the other Party.
8. **Liabilities and Responsibility of Parties.**
- A. Nothing in this Agreement shall be interpreted, construed, or deemed to cause either Party to assume any liability for the acts or omissions of the officers, employees or any other personnel of any other Party in contravention of the statutory prohibitions contained in Section 768.28(19), Florida Statutes.
 - B. Nothing in this Agreement shall be deemed to be a waiver of, or to otherwise affect any of the privileges or immunities from liability, exemptions from laws, ordinances or rules, or any of the pension, disability, workers' compensation or other benefits which each of the Parties and their respective officers, employees and other personnel enjoy by operation of law, contract or otherwise.
 - C. Except as herein otherwise provided, all liability for injury or death to personnel, and for loss of or damage to equipment, shall be borne by the Party employing such personnel or owning such equipment, and all Parties shall carry sufficient insurance, or shall otherwise be sufficiently self-insured to cover all such liabilities and damages for themselves.
 - D. The County and the City agree to share both unique and common emergency response resources for the purpose of providing expeditious and effective emergency service delivery to County and City citizens alike. Because the services provided by both the County and City are reciprocal in nature, each Party shall bear the costs of providing such services and neither Party shall owe any monetary payments or reimbursements to the other for personnel, equipment, or fuel or other expendable supplies provided pursuant to this Agreement.
 - E. Regardless of anything set forth in any other part of this Agreement, each Party expressly retains all rights, benefits and immunities of the doctrine of sovereign immunity in accordance with Section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of the doctrine of sovereign immunity or any of the limits of liability of either Party beyond any statutorily limited waiver of immunity or those limits of liability which have been or may be adopted by the Florida Legislature. Furthermore, the cap on the amount and liability of either Party for damages, losses, attorney's fees and costs,

regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this section or this Agreement shall be interpreted to inure to the benefit of any third party for the purpose of allowing any claim against either Party, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

- F. Neither Party is authorized or empowered to act as agent for the other for any purpose and will not on behalf of the other enter into any agreement, contract, warranty, or representation as to any matter. Neither will be bound by the acts or conduct of the other, nor be bound to any obligations of the other in any other agreement entered into by the other.
9. **Conflict Resolution.** If the parties to this Agreement fail to resolve any conflicts related to issues covered in this document, such dispute shall be resolved in accordance with governmental conflict resolution procedures specified in the Florida Governmental Conflict Resolution Act, Section 164.101, *et. seq.*, Florida Statutes. All disputes shall be governed by the laws of Florida and venue of any dispute shall be in Volusia County. In the event of any litigation or dispute between the parties arising out of this Agreement, each party will bear its own attorneys' fees and costs.
 10. **Effective Date and Termination.** This Agreement shall become effective on the date executed by the last of the parties hereto and shall continue for five (5) years thereafter. This Agreement shall automatically renew for one (1) additional five (5) year period. Any party may terminate this Agreement prior to its stated expiration date by giving the other party at least one hundred eighty (180) days advance written notice.
 11. **Notices.** All notices required by this Agreement, or any notice sent pursuant to this Agreement, shall be sent by Certified United States Mail, Return Receipt Requested, to the animal control services director for the respective party, except that a notice of cancellation pursuant to Paragraph 10 shall also be delivered by Certified United States Mail, Return Receipt Requested, to the respective City or County Manager of the Parties.
 12. **Severability.** If any provision of this Agreement is declared unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall remain in full force and effect.
 13. **Entire Agreement.** This Agreement, including exhibits attached hereto, embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, between the parties relating to the subject matter hereof.
 14. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties or the other.
 15. **Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.
 16. **Authorization.** Pursuant to this Agreement, each party hereby authorizes the other party to perform the duties and services required herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates as shown below.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates as shown below.

ATTEST:

COUNTY OF VOLUSIA

George Recktenwald
County Manager

Jeffrey S. Brower
County Chair

Dated: _____

ATTEST:

CITY OF ORMOND BEACH

Joyce Shanahan
City Manager

Bill Partington
Mayor

Dated: _____

DEPARTMENT: Public Protection**EXTERNAL FEE NUMBER:** EX-XXX**DIVISION:** Animal Services**PURPOSE:** Fee for Services Charged by Animal Services**BASIS FOR FEE** Volusia County Ordinance 2022-12 (Chapter 14 – Animals)**DATE APPROVED:****Note:** *May Not Be Changed Without Council Approval**A. COUNTY PET LICENSING**

	1-Year	3-Year
1. Sterilized and Microchipped Dog or Cat	\$4.00	\$10.00
2. Sterilized Dog or Cat	\$8.00	\$22.00
3. Unsterilized Dog or Cat	\$16.00	\$42.00
4. Duplicate License or Change of Ownership	\$ 5.00	\$ 5.00
5. Ferret	\$ 8.00	N/A
6. Late Registration or Renewal Fee (+License Fee) 30 or more days past due renewal or original purchase	\$25.00	\$25.00

Note: The maximum fee permitted to be charged by licensing sellers is \$5.00 per license.

B. OTHER ANNUAL REGISTRATION FEES

1. Guard Dog (1 year - Includes Inspection)	\$ 250.00
2. Dangerous Dog Annual License Fee (Includes Inspection)	\$ 500.00
3. Dangerous Dog Initial Registration Fee	\$ 1,500.00
4. Hobby Breeder Permit (1 year - Includes Annual Inspection)	\$ 150.00
5. Unaltered Permit Per Pet (1 year)	\$ 100.00
6. Guard Dog, Dangerous Dog, Hobby Breeder, Unaltered Permit Late Fee 30 or more days past due renewal or original purchase]	\$ 100.00

C. LOW-COST COMMUNITY SPAY/NEUTER PROGRAM

Felines and canines, at the discretion of the Animal Services Director, may be eligible for free pet sterilization to include microchipping and rabies vaccination. This service is available for Volusia County residents and participating cities only. Citizens providing proof of public assistance are eligible for a 50% discount on surgery fees.

Female Dog (0 to 50 lbs.)	\$ 75.00
Female Dog (51 to 100+ lbs.)	\$ 115.00
Male Dog (0 to 50 lbs.)	\$ 50.00
Male Dog (51 to 100+ lbs)	\$ 65.00
Female Cat	\$ 50.00
Male Cat	\$ 25.00
TNR Surgeries for Unincorporated Citizens	FREE
TNR Surgeries for Cities with Signed Inter-local Agreements	\$ 45.00
Heartworm Test	\$ 10.00
Rabies Vaccine	\$ 10.00
FelV/FIV Test	\$ 15.00
Parvo Test	\$ 15.00
FVRCP Vaccine	\$ 10.00
DA2PP Vaccine	\$ 10.00



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Claire Whitley, Assistant City Manager

Date: October 18, 2022

Subject: 2023 Employee Health Insurance Coverage

Commission Goal: Governance - Other

Introduction

This is a request to approve a contract with Florida Health Care Plans (FHCP) to provide employee group medical insurance effective January 1, 2023.

Background

Following significant health insurance premium increases in 2016, the City transitioned to a high deductible health care plan (HDHP). Under the direction of the City Commission and with guidance from the City's insurance broker, Brown and Brown Insurance, a strategic health care plan was developed to provide high quality and affordable health care for city employees. For the past six years, the HDHP, paired with a city-funded health savings account, has successfully reduced plan costs while preserving a high level of care. Since implementing the plan in 2016, annual premium rate increases have averaged 4% per year, well below industry standards.

Discussion

For the 2022 plan year, due to an unusually high utilization rate in 2021, FHCP proposed a 15% rate increase to renew the plan with no reduction in benefit coverage, and included an 18% not-to-exceed renewal for the 2023 plan year.

FHCP provided a revised proposal for the 2023 plan year with a 5.9% rate increase, significantly lower than the previously agreed upon cap of 18%, based on updated claims review and negotiations with Brown and Brown.

Except for an IRS mandated adjustment to the minimum allowable embedded deductible on family plans, there are no benefit changes or reductions in the plan renewal.

With consideration given to the ever-increasing costs of health care, and the exceptional service provided by Florida Health Care, renewing the current plan will most effectively meet the strategic healthcare goals of providing quality and affordable healthcare to City employees.

The City will continue to pay the full cost of the base plan for employee only coverage. Employees may enroll their dependents at their own expense.

Citizen Impact

Providing quality and affordable healthcare for City employees contributes to a fair and competitive work environment, which enables the City to recruit and retain staff for successful delivery of services to its residents.

Budget Impact

Based on current enrollment, the City's annual cost is estimated to be \$2,500,027 and is within the Fiscal Year 2022-2023 budget.

Recommendation

Staff recommends contracting with FHCP, as provided for in the attached renewal documents, effective January 1, 2023.

Attachments:

- 22-129 Health Ins Fla Health Care (P22-0163G) (PDF)
- LG GRP TI4 (PDF)
- LG GRP TF4 (PDF)
- FHCP Contract 2023 (PDF)
- Executive Summary Medical 2023 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/7/2022


Claire Whitley, Assistant City Manager 10/10/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/12/2022

RESOLUTION NO. 2022-129

A RESOLUTION ACCEPTING A PROPOSAL FROM FLORIDA HEALTH CARE PLANS, INC. FOR THE PROVISION OF EMPLOYEE HEALTH/MEDICAL BENEFIT SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the city, through its agent of record (Brown and Brown Insurance), solicited a proposal in accordance with section 112.08, *Florida Statutes* and section 2-300, *Code of Ordinances* for the provision of employee health/medical benefit services (Proposal), and

WHEREAS, the city's professional staff and its agent of record evaluated the proposals that were received as more particularly described in the City Manager Memorandum dated October 18, 2022 attached hereto (Evaluation), and has recommended the acceptance of certain proposals for the provision of employee health/medical benefit services as being in the best overall interest of the city (Recommendation), and

WHEREAS, the City Manager has certified that the money for the payment of the services has been included in the FY 2022-2023 budget and has not been appropriated for any other purpose, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposal of Florida Health Care Plans, Inc. for the provision of employee health/medical benefit services based on the HDHP/HSA/POS TI4/TF4 plans are hereby accepted for an effective period of January 1, 2023 through and including December 31, 2023 in accordance with the City Manager Evaluation and Recommendation attached hereto.

SECTION TWO. The mayor and the city manager are hereby authorized and directed to execute a contract between the city and Florida Health Care Plans, Inc., a copy of which is attached hereto and incorporated herein by reference, for the provision of employee health/medical benefit services and to pay the premiums therefore.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Large Group HDHP POS (HSA Compatible) Health Benefit Single Plan TI4



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7.B.b

Schedule of Benefits for Covered Services	Amount Member Pays	
	In-Network	Out-of-Network
Financial Features		
Medical Benefits Deductible (DED ¹) (PBP ²) (DED is the amount the member is responsible for before FHCP pays)	\$1,600 per person	\$3,000 per person
Prescription Drug Benefits Deductible (DED ¹) (PBP ²) (DED is the amount the member is responsible for before FHCP pays)	Integrated with Medical	Not Covered
Coinsurance (Coinsurance is the percentage the member pays for services)	20% of Allowed Amount	40% of Allowed Amount
Out-of-Pocket Maximum (PBP ²) (OOPM includes DED, Coinsurance, Copayments and Prescription Drugs)	\$3,200 per person	\$6,000 per person
Office Services		
Physician Office Services (per visit) Primary Care Office Specialist	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
Maternity (Office Cost Share for initial visit only. Delivery charges are separate) Primary Care Physician Specialist	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
Allergy Injections (per visit) Primary Care Physician Specialist	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
Medical Pharmacy: Medications administered by a health care provider in an office or outpatient setting. Includes chemotherapy, infusions, therapeutic injections and other medications ordered and administered by a provider. Prior authorization is required. Preferred Medications Non-Preferred Medications	Deductible + 15% Deductible + 25%	Deductible + 40% Deductible + 40%
Important: The Cost Share for Medical Pharmacy Services applies to the Prescription Drug only and is in addition to the Office Services and/or Outpatient Facility Cost Share. Medical Pharmacy does not include immunizations, allergy injections or Services covered through the prescription drug program. Please refer to your Certificate of Coverage for a description of Medical Pharmacy.		
Preventive Care		
Routine Adult & Child Preventive Services, Wellness Services, Blood Work and Immunizations	\$0	Deductible + 40%
Mammogram Screening	\$0	Deductible + 40%
Bone Density Screening	\$0	Deductible + 40%
Colonoscopy (Routine for age 45+)	\$0	Deductible + 40%
Emergency Medical Care		
Urgent Care Centers (per visit)	Deductible + 20%	In-Network Deductible + 20%
Hospital Emergency Room or Stand-Alone Emergency Facility Services (per visit)	Deductible + 20%	In-Network Deductible + 20%
Ambulance Services	Deductible + 20%	In-Network Deductible + 20%

DED¹ = Deductible

PBP² = Per Benefit Period

Note: Out-of-Network services may be subject to balance billing.

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7.B.b

Schedule of Benefits for Covered Services

Amount Member Pays
In-Network Out-of-Network

Outpatient Diagnostic and Therapeutic Services - services with an asterisk * require prior authorization. Charges are per visit/test.		
Independent Diagnostic Testing Facility/Provider's Office		
Allergy Testing	Deductible + 20%	Deductible + 40%
X-rays and Ultrasounds	Deductible + 20%	Deductible + 40%
Diagnostic Services (except AIS)	Deductible + 20%	Deductible + 40%
*Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	Deductible + 20%	Deductible + 40%
*Radiation Therapy	Deductible + 20%	Deductible + 40%
Independent Clinical Lab (diagnostic testing of blood and specimens)	Deductible + 20%	Deductible + 40%
Outpatient Hospital Facility Services (per visit)		
X-rays and Ultrasounds	Deductible + 20%	Deductible + 40%
Diagnostic Services (except AIS)	Deductible + 20%	Deductible + 40%
*Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	Deductible + 20%	Deductible + 40%
*Radiation Therapy	Deductible + 20%	Deductible + 40%
Important: Diagnostic or therapeutic services rendered in physician offices, testing centers or other outpatient locations that are owned and operated by a hospital system are considered by the hospital system to be departments of the hospital. As a result, FHCP will be billed by the hospital for such services, and the member's outpatient hospital benefit will be applied to these claims. FHCP's Provider Directories and online Provider Search application provides information regarding which provider offices are actually hospital outpatient departments. Members should contact FHCP's cost estimation center to determine if having the diagnostic test or service performed in a hospital or hospital owned facility will result in higher cost sharing.		
Delivery / Hospital / Surgical - * all services require prior authorization		
*Ambulatory Surgical Center Facility (ASC)	Deductible + 20%	Deductible + 40%
*Birthing Center	Deductible + 20%	Deductible + 40%
*Outpatient Hospital Facility Services (surgical) (per visit)	Deductible + 20%	Deductible + 40%
*Inpatient Hospital Facility (per admit)	Deductible + 20%	Deductible + 40%
Mental Health / Substance Dependency - services with an asterisk * require prior authorization		
*Inpatient Hospitalization Facility Services (per admit)	Deductible + 20%	Deductible + 40%
Outpatient Facility Service (per visit)	Deductible + 20%	Deductible + 40%
*Partial Hospitalization (per admit)	Deductible + 20%	Deductible + 40%
*Residential/Rehabilitation Facility (per day)	Deductible + 20%	Deductible + 40%
Hospital Emergency Room or Stand-Alone Emergency Facility Services (per visit)	Deductible + 20%	In-Network Deductible + 20%
Provider Services at Hospital/Crisis Unit Primary Care Physician / Specialist	Deductible + 20%	Deductible + 40%
Provider Services at Locations other than Office, Hospital and ER Primary Care Physician / Specialist	Deductible + 20%	Deductible + 40%
Outpatient Office Visit Primary Care Physician Specialist	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
Other Provider Services		
Provider Services at ER	Deductible + 20%	In-Network Deductible + 20%
Provider Services at Hospital / Birthing Center Inpatient/Outpatient	Deductible + 20%	Deductible + 40%
Provider Services at an Ambulatory Surgical Center (ASC)	Deductible + 20%	Deductible + 40%

Large Group HDHP POS (HSA Compatible)
Health Benefit Single Plan TI4



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7.B.b

Schedule of Benefits for Covered Services	Amount Member Pays	
	In-Network	Out-of-Network
Other Special Services - services with an asterisk * require prior authorization		
Combined Limit for Outpatient Occupational, Physical and Speech Therapy (per visit)	Deductible + 20%	Deductible + 40%
*Combined Limit for Outpatient Cardiac and Pulmonary Rehabilitation Therapy (per visit)	Deductible + 20%	Deductible + 40%
Chiropractic Care (per visit)	Deductible + 20%	Deductible + 40%
*Durable Medical Equipment		
Motorized Wheelchair	Deductible + 20%	Deductible + 40%
All Other	Deductible + 20%	Deductible + 40%
*Prosthetics and Medical Brace Device	Deductible + 20%	Deductible + 40%
*Home Health Care (per visit)	Deductible + 20%	Deductible + 40%
*Skilled Nursing Facility (per day)	Deductible + 20%	Deductible + 40%
Hospice	Deductible + 20%	Deductible + 40%
Hearing Exam (Audiologist/Specialist)	Deductible + 20%	Deductible + 40%
Telehealth Services		
General Medicine visit rendered by a designated Telehealth Services Provider	Deductible	Not Covered
Mental Health/Behavioral Health visit rendered by a designated Telehealth Services Provider	Deductible + \$30 Copay	Not Covered
Diabetes Care Management		
Diabetes Outpatient Self-Management Education	\$0	Not Covered
Glucometer (2 per year)	\$0	Not Covered
Annual Complete Diabetic Eye Exam (Optometrist/Ophthalmologist)	Deductible + 20%	Deductible + 40%
50 Test Strips (per box)	\$10 Copay	Not Covered
Lancets (per box)	\$4 Copay	Not Covered

*Prior Authorization is Required: There are certain medical services, supplies and medications for which members are required to obtain Prior Authorization before receiving. If you don't obtain prior authorization from FHCP, you will have to pay the entire cost of the service, supply or medication. Before receiving a service, supply or medication you should visit www.fhcp.com or call toll-free 1-877-615-4022 to see if prior authorization is required.

Schedule of Benefits for Covered Services		Amount Member Pays	
Prescription Drug Program			
Network Provider Services: A Network Provider pharmacy must be used when a member needs to have a prescription filled or the member will have to pay the full cost of the drug (except in certain situations such as emergencies). Members should log into their member account at www.fhcp.com and click Find a Pharmacy to locate a Network Provider pharmacy. Mail Order is only available through FHCP Pharmacy.			
	Network Pharmacy (1 month supply)		Mail Order (3 month supply)
	FHCP	Walgreens	FHCP Only
Generic Drugs			
Preventive (e.g., oral contraceptives)	\$0	Not Covered	\$0
Preferred Generic	Deductible + \$3 Copay	Deductible + \$15 Copay	Deductible + \$6 Copay
Non Preferred Generic	Deductible + \$10 Copay	Deductible + \$15 Copay	Deductible + \$27 Copay
Preferred Brand Drugs	Deductible + \$30 Copay	Deductible + \$35 Copay	Deductible + \$87 Copay
Non-Preferred Brand Drugs	Deductible + \$55 Copay	Deductible + \$60 Copay	Deductible + \$162 Copay
Specialty Drugs (Prior authorization is required)			
Preferred Specialty	Deductible + 15% Coinsurance	Not Covered	Not Covered
Non Preferred Specialty	Deductible + 25% Coinsurance	Not Covered	Not Covered
If a Brand Name Prescription Drug is requested when there is a Generic Prescription Drug available, the member will be responsible for paying the Usual and Customary cash price for that prescription.			
FHCP Pharmacy benefit provides coverage for Generic contraceptive medications or supplies (e.g., oral contraceptives, emergency contraceptive, and diaphragms) at no cost when obtained from a pharmacy owned and operated by FHCP. FHCP's Pharmacy Benefit also covers certain preventive medications at no cost in accordance with the United States Preventative Task Force (USPSTF) Affordable Care Act A and B recommendations as long as all criteria are met and the medication is obtained from a FHCP owned and operated pharmacy.			

Large Group HDHP POS (HSA Compatible) Health Benefit Single Plan TI4

Schedule of Benefits for Covered Services

Amount Member Pays – Network Provider

Pediatric Vision	
Network Provider Services: The services listed below must be received from a Network Provider or the member will have to pay the full cost of the service (except in certain situations such as emergencies). Members should log onto www.fhcp.com and click Find a Provider/Facility to locate a Network Provider near them.	
Exam	Not Covered
Eyeglass Lenses	Not Covered
Frames	Pediatric Selection: Not Covered Non-Selection: Not Covered
Contact Lenses (<i>Instead of eyeglasses</i>) Includes contact lenses, evaluation, fitting and follow up care.	Pediatric Selection: Not Covered Non-Selection: Not Covered
Note: Anything over the allowance will not count toward your out-of-pocket maximum limitation.	
Pediatric Dental	
Preventive, Basic and Major Services	Not Covered

Benefit Maximums – Combined Limit In-Network and Out-of-Network	
Home Health Care	60 Visits PBP
OT, PT, ST Outpatient Rehabilitation Therapy	20 Visits PBP
Cardiac and Pulmonary Therapy	20 Visits PBP
Chiropractic Care	20 Visits PBP
Skilled Nursing/Rehabilitation Facility	20 Days PBP
Behavioral Health Residential Facility	20 Days PBP

Additional Benefits and Features

- To find out more about their benefits and/or treatment options, members are encouraged to call the Member Services Department at 1-877-615-4022. This can help them save time and money.
- For a list of network providers, please visit <https://www.fhcp.com/our-provider-network> or call 1 (877) 615-4022 to request a printed provider directory.
- Members have online access to view their health benefit plan information as well as self-service tools through the Member Portal at www.fhcp.com.

This is not an insurance contract or Benefit Booklet. This Benefit Schedule is only a partial description of the many benefits and services provided or authorized by Florida Health Care Plans. This does not constitute a contract. For a complete description of benefits and exclusions, please see the Florida Health Care Plans Certificate of Coverage; its terms prevail.

Large Group HDHP POS (HSA Compatible) Health Benefit Family Plan TF4

Schedule of Benefits for Covered Services	Amount Member Pays	
	In-Network	Out-of-Network
Financial Features		
Medical Benefits Deductible (EM DED ¹) (PBP ²) (DED is the amount the member is responsible for before FHCP pays)	\$3,000 per person \$3,200 per family ¹	\$3,000 per person \$6,000 per family ¹
Prescription Drug Benefits Deductible (EM DED ¹) (PBP ²) (DED is the amount the member is responsible for before FHCP pays)	Integrated with Medical	Not Covered
Coinsurance (Coinsurance is the percentage the member pays for services)	20% of Allowed Amount	40% of Allowed Amount
Out-of-Pocket Maximum (EM OOPM ³) (PBP ²) (OOPM includes DED, Coinsurance, Copayments and Prescription Drugs)	\$3,200 per person \$6,400 per family ³	\$6,000 per person \$12,000 per family ³
Office Services		
Physician Office Services (per visit) Primary Care Office Specialist	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
Maternity (Office Cost Share for initial visit only. Delivery charges are separate) Primary Care Physician Specialist	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
Allergy Injections (per visit) Primary Care Physician Specialist	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
Medical Pharmacy: Medications administered by a health care provider in an office or outpatient setting. Includes chemotherapy, infusions, therapeutic injections and other medications ordered and administered by a provider. Prior authorization is required. Preferred Medications Non-Preferred Medications	Deductible + 15% Deductible + 25%	Deductible + 40% Deductible + 40%
Important: The Cost Share for Medical Pharmacy Services applies to the Prescription Drug only and is in addition to the Office Services and/or Outpatient Facility Cost Share. Medical Pharmacy does not include immunizations, allergy injections or Services covered through the prescription drug program. Please refer to your Certificate of Coverage for a description of Medical Pharmacy.		
Preventive Care		
Routine Adult & Child Preventive Services, Wellness Services, Blood Work and Immunizations	\$0	Deductible + 40%
Mammogram Screening	\$0	Deductible + 40%
Bone Density Screening	\$0	Deductible + 40%
Colonoscopy (Routine for age 45+)	\$0	Deductible + 40%
Emergency Medical Care		
Urgent Care Centers (per visit)	Deductible + 20%	In-Network Deductible + 20%
Hospital Emergency Room or Stand-Alone Emergency Facility Services (per visit)	Deductible + 20%	In-Network Deductible + 20%
Ambulance Services	Deductible + 20%	In-Network Deductible + 20%

EM DED¹ = Deductible is Embedded: A covered member's family deductible costs are capped at the individual deductible amount on the family plan

PBP² = Per Benefit Period

EM OOPM³ = Out-of-Pocket Maximum is Embedded: A covered family member's out-of-pocket costs are capped at the individual out-of-pocket maximum amount on the family plan.

Note: Out-of-Network services may be subject to balance billing.

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Large Group HDHP POS (HSA Compatible)
Health Benefit Family Plan TF4

Schedule of Benefits for Covered Services

Amount Member Pays
In-Network Out-of-Network

Outpatient Diagnostic and Therapeutic Services - services with an asterisk * require prior authorization. Charges are per visit/test.		
Independent Diagnostic Testing Facility/Provider's Office		
Allergy Testing	Deductible + 20%	Deductible + 40%
X-rays and Ultrasounds	Deductible + 20%	Deductible + 40%
Diagnostic Services (except AIS)	Deductible + 20%	Deductible + 40%
*Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	Deductible + 20%	Deductible + 40%
*Radiation Therapy	Deductible + 20%	Deductible + 40%
Independent Clinical Lab (diagnostic testing of blood and specimens)	Deductible + 20%	Deductible + 40%
Outpatient Hospital Facility Services (per visit)		
X-rays and Ultrasounds	Deductible + 20%	Deductible + 40%
Diagnostic Services (except AIS)	Deductible + 20%	Deductible + 40%
*Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	Deductible + 20%	Deductible + 40%
*Radiation Therapy	Deductible + 20%	Deductible + 40%
Important: Diagnostic or therapeutic services rendered in physician offices, testing centers or other outpatient locations that are owned and operated by a hospital system are considered by the hospital system to be departments of the hospital. As a result, FHCP will be billed by the hospital for such services, and the member's outpatient hospital benefit will be applied to these claims. FHCP's Provider Directories and online Provider Search application provides information regarding which provider offices are actually hospital outpatient departments. Members should contact FHCP's cost estimation center to determine if having the diagnostic test or service performed in a hospital or hospital owned facility will result in higher cost sharing.		
Delivery / Hospital / Surgical - * all services require prior authorization		
*Ambulatory Surgical Center Facility (ASC)	Deductible + 20%	Deductible + 40%
*Birthing Center	Deductible + 20%	Deductible + 40%
*Outpatient Hospital Facility Services (surgical) (per visit)	Deductible + 20%	Deductible + 40%
*Inpatient Hospital Facility (per admit)	Deductible + 20%	Deductible + 40%
Mental Health / Substance Dependency - services with an asterisk * require prior authorization		
*Inpatient Hospitalization Facility Services (per admit)	Deductible + 20%	Deductible + 40%
Outpatient Facility Service (per visit)	Deductible + 20%	Deductible + 40%
*Partial Hospitalization (per admit)	Deductible + 20%	Deductible + 40%
*Residential/Rehabilitation Facility (per day)	Deductible + 20%	Deductible + 40%
Hospital Emergency Room or Stand-Alone Emergency Facility Services (per visit)	Deductible + 20%	In-Network Deductible + 20%
Provider Services at Hospital/Crisis Unit Primary Care Physician / Specialist	Deductible + 20%	Deductible + 40%
Provider Services at Locations other than Office, Hospital and ER Primary Care Physician / Specialist	Deductible + 20%	Deductible + 40%
Outpatient Office Visit Primary Care Physician Specialist	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
Other Provider Services		
Provider Services at ER	Deductible + 20%	In-Network Deductible + 20%
Provider Services at Hospital / Birthing Center Inpatient/Outpatient	Deductible + 20%	Deductible + 40%
Provider Services at an Ambulatory Surgical Center (ASC)	Deductible + 20%	Deductible + 40%

Large Group HDHP POS (HSA Compatible)
Health Benefit Family Plan TF4

Schedule of Benefits for Covered Services	Amount Member Pays	
	In-Network	Out-of-Network
Other Special Services - services with an asterisk * require prior authorization		
Combined Limit for Outpatient Occupational, Physical and Speech Therapy (per visit)	Deductible + 20%	Deductible + 40%
*Combined Limit for Outpatient Cardiac and Pulmonary Rehabilitation Therapy (per visit)	Deductible + 20%	Deductible + 40%
Chiropractic Care (per visit)	Deductible + 20%	Deductible + 40%
*Durable Medical Equipment Motorized Wheelchair All Other	Deductible + 20% Deductible + 20%	Deductible + 40% Deductible + 40%
*Prosthetics and Medical Brace Device	Deductible + 20%	Deductible + 40%
*Home Health Care (per visit)	Deductible + 20%	Deductible + 40%
*Skilled Nursing Facility (per day)	Deductible + 20%	Deductible + 40%
Hospice	Deductible + 20%	Deductible + 40%
Hearing Exam (Audiologist/Specialist)	Deductible + 20%	Deductible + 40%
Telehealth Services General Medicine visit rendered by a designated Telehealth Services Provider Mental Health/Behavioral Health visit rendered by a designated Telehealth Services Provider	Deductible Deductible + \$30 Copay	Not Covered Not Covered
Diabetes Care Management		
Diabetes Outpatient Self-Management Education	\$0	Not Covered
Glucometer (2 per year)	\$0	Not Covered
Annual Complete Diabetic Eye Exam (Optometrist/Ophthalmologist)	Deductible + 20%	Deductible + 40%
50 Test Strips (per box)	\$10 Copay	Not Covered
Lancets (per box)	\$4 Copay	Not Covered

*Prior Authorization is Required: There are certain medical services, supplies and medications for which members are required to obtain Prior Authorization before receiving. If you don't obtain prior authorization from FHCP, you will have to pay the entire cost of the service, supply or medication. Before receiving a service, supply or medication you should visit www.fhcp.com or call toll-free 1-877-615-4022 to see if prior authorization is required.

Schedule of Benefits for Covered Services		Amount Member Pays	
Prescription Drug Program			
Network Provider Services: A Network Provider pharmacy must be used when a member needs to have a prescription filled or the member will have to pay the full cost of the drug (except in certain situations such as emergencies). Members should log into their member account at www.fhcp.com and click Find a Pharmacy to locate a Network Provider pharmacy. Mail Order is only available through FHCP Pharmacy.			
	Network Pharmacy (1 month supply)		Mail Order (3 month supply)
	FHCP	Walgreens	FHCP Only
Generic Drugs Preventive (e.g., oral contraceptives) Preferred Generic Non Preferred Generic	\$0 Deductible + \$3 Copay Deductible + \$10 Copay	Not Covered Deductible + \$15 Copay Deductible + \$15 Copay	\$0 Deductible + \$6 Copay Deductible + \$27 Copay
Preferred Brand Drugs	Deductible + \$30 Copay	Deductible + \$35 Copay	Deductible + \$87 Copay
Non-Preferred Brand Drugs	Deductible + \$55 Copay	Deductible + \$60 Copay	Deductible + \$162 Copay
Specialty Drugs (Prior authorization is required)			
Preferred Specialty	Deductible + 15% Coinsurance	Not Covered	Not Covered
Non Preferred Specialty	Deductible + 25% Coinsurance	Not Covered	Not Covered
If a Brand Name Prescription Drug is requested when there is a Generic Prescription Drug available, the member will be responsible for paying the Usual and Customary cash price for that prescription.			
FHCP Pharmacy benefit provides coverage for Generic contraceptive medications or supplies (e.g., oral contraceptives, emergency contraceptive, and diaphragms) at no cost when obtained from a pharmacy owned and operated by FHCP. FHCP's Pharmacy Benefit also covers certain preventive medications at no cost in accordance with the United States Preventative Task Force (USPSTF) Affordable Care Act A and B recommendations as long as all criteria are met and the medication is obtained from a FHCP owned and operated pharmacy.			

Large Group HDHP POS (HSA Compatible) Health Benefit Family Plan TF4

Schedule of Benefits for Covered Services

Amount Member Pays – Network Provider

Pediatric Vision	
Network Provider Services: The services listed below must be received from a Network Provider or the member will have to pay the full cost of the service (except in certain situations such as emergencies). Members should log onto www.fhcp.com and click Find a Provider/Facility to locate a Network Provider near them.	
Exam	Not Covered
Eyeglass Lenses	Not Covered
Frames	Pediatric Selection: Not Covered Non-Selection: Not Covered
Contact Lenses (<i>Instead of eyeglasses</i>) Includes contact lenses, evaluation, fitting and follow up care.	Pediatric Selection: Not Covered Non-Selection: Not Covered
Note: Anything over the allowance will not count toward your out-of-pocket maximum limitation.	
Pediatric Dental	
Preventive, Basic and Major Services	Not Covered

Benefit Maximums – Combined Limit In-Network and Out-of-Network	
Home Health Care	60 Visits PBP
OT, PT, ST Outpatient Rehabilitation Therapy	20 Visits PBP
Cardiac and Pulmonary Therapy	20 Visits PBP
Chiropractic Care	20 Visits PBP
Skilled Nursing/Rehabilitation Facility	20 Days PBP
Behavioral Health Residential Facility	20 Days PBP

Additional Benefits and Features

- To find out more about their benefits and/or treatment options, members are encouraged to call the Member Services Department at 1-877-615-4022. This can help them save time and money.
- For a list of network providers, please visit <https://www.fhcp.com/our-provider-network> or call 1 (877) 615-4022 to request a printed provider directory.
- Members have online access to view their health benefit plan information as well as self-service tools through the Member Portal at www.fhcp.com.

This is not an insurance contract or Benefit Booklet. This Benefit Schedule is only a partial description of the many benefits and services provided or authorized by Florida Health Care Plans. This does not constitute a contract. For a complete description of benefits and exclusions, please see the Florida Health Care Plans Certificate of Coverage; its terms prevail.

September 21, 2022

Dear Ms. Joyce Shanahan, City Manager,

It is Florida Health Care Plans' continued pleasure to provide health care coverage to **CITY OF ORMOND BEACH**, employees.

FHCP is proud to once again claim top honors in the News-Journal Reader's Choice Award as the "Best HMO Around". This honor reflects our commitment to offer the highest quality medical care and service to our members' at the most affordable price.

FHCP strives to provide the most competitive rates available. Please be advised that the renewal rates for this organization were determined based on the cost factors for the current employee census. If the actual census or employees who participate in FHCP changes significantly, this could have a material impact on rates, either positive or negative. If based on actual enrollment, rates reflect a greater than 10% variance; FHCP reserves the right to make necessary adjustments.

I have attached the following contract documents for your group for this renewal period.

- FHCP Large Group Insurance Contract
- Employer Application
- Group Contract Information Page that provides the plan rates
- Applicable Rider(s)
- Summary of Benefit and Coverage (SBC) Document(s)

Please confirm **CITY OF ORMOND BEACH'S** acceptance of FHCP coverage by:

- 1) **Reviewing and signing** the attached FHCP Large Group Insurance Contract.
- 2) **Completing and signing** the attached Employer Application.
- 3) **Reviewing and signing** the attached Group Contract Information page.

Please return these documents to me **as soon as possible**, along with your member enrollment spreadsheet or applications. You can scan and email the signed contract documents to jen.ferreira@bcbsfl.com or fax them to me at 386-676-7119.

If you have any questions, please feel free to contact me at 386-615-5076, or **David Miller**, your Account Management Specialist at **386-615-5074**.

Sincerely,

Jen Ferreira, Sales Coordinator

Attachments

**FLORIDA HEALTH CARE PLAN, INC.
1340 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117**

Group Insurance Contract
(herein called the Contract)

Florida Health Care Plan, Inc., (hereinafter called FHCP), agrees to provide the health care services described under the provisions of the Group Plan as further described in the applicable Certificate of Coverage, Schedule of Benefits, and other applicable documents, to all Covered Employees of the Employer and their Covered Dependents. The provision of services is subject to all of the terms on this page and those that follow, including any limitations, restrictions or exclusions, as well as any amendments made a part of this Group Plan.

The Employer may act on behalf of all eligible employees and dependents. Every act by, agreement made with, or notice given to the Employer will be binding on all Covered Employees and Covered Dependents.

This Group Plan is issued in consideration of the application of the Employer and payment of Premium in advance by the Employer at FHCP's corporate office in Holly Hill, FL 32117

This Group Plan is effective on the Group Effective Date shown on the Group Plan Information Page. The first Premium covers the period starting on the Group Effective Date.

The parties hereto have caused this Agreement to be executed by their duly authorized officers or agents.

FLORIDA HEALTH CARE PLAN, INC.

By:  Date: 09/21/2022
CFO

GROUP / EMPLOYER

By: _____ Date: _____
Authorized Representative

CITY OF ORMOND BEACH Group #: 128 Effective Date: 01/01/2023
Company Name

1. Responsibilities of the Employer

The Employer acknowledges that is eligible for the health care coverage provided under this Group Plan by virtue of being an Employer, as defined in the Florida Statutes and applicable law, at the time this Group Plan is issued. The Employer shall offer to all eligible employees the opportunity to become a Covered Employee under this Group Plan. Such offer shall be made in such a fashion that employees are made aware, and understand, that this Group Plan contains a benefit structure that may require the use of a Primary Care Physician and/or Participating Providers.

The Employer shall pay FHCP the applicable Premium as further described herein. The Employer may require an employee to pay some portion of the Premium. However, the Employer must contribute the same percentage toward the cost of all health benefit plans established and maintained by the Employer.

2. Responsibilities of FHCP

In consideration of the payment of Premium by the Employer, FHCP shall provide coverage for Covered Employees and, if applicable, their Covered Dependents. In doing so, FHCP may enter into agreements with providers of health care, one or more other Group Policies or insurers and such other individuals and entities as may be necessary to enable FHCP to fulfill its obligations under this Group Plan.

FHCP agrees to provide coverage without discrimination because of race, color, national origin, age, disability, religion, or sex or any other basis prohibited by law.

3. Employee Eligibility

Subject to any Eligibility Exceptions noted on the Group Plan Information Page or other applicable documents, an individual becomes eligible for coverage on the date they complete any applicable waiting period established by the Employer, as shown on the Group Plan Information Page or other applicable documents. The waiting period is the length of time an employee must wait before becoming eligible for coverage.

If an eligible person is currently covered under any other Plan issued by FHCP, or any other health benefit plan established and maintained by the Employer, they will not be considered eligible for coverage under this Group Plan.

4. Commencement of Coverage

On the Group Plan Effective Date as shown on the Group Plan Information Page, FHCP agrees to provide the coverage stipulated in this Group Plan, Certificates of Coverage, Schedule of Benefits, and other applicable documents to all Covered Employees and, if applicable, their Covered Dependents, if any. Such coverage begins on the Covered Person's effective date, which will be the first of the month after the receipt and approval of the application by FHCP, unless this Group Plan specifies a date other than the first of the month (See Special Enrollees, Late Enrollees, and Dependent Effective Date provisions of the Certificate of Coverage). FHCP accepts no liability for benefits related to expenses incurred prior to the Covered Person's effective date or after the Covered Person's termination date, which will be on the last day of the coverage month, except as described in the Extension of Benefits provision or as specified in the Terms of Renewal and Termination provisions.

5. Minimum Participation Requirements

Employer must maintain a minimum enrollment agreed upon by FHCP. If these participation requirements are not satisfied, FHCP reserves the right to terminate this Group Plan after giving the Employer forty-five (45) days written notice prior to the Group's anniversary date.

FHCP reserves the right to request evidence of employee and dependent coverage under other plans to verify eligibility and compliance with this Provision.

6. Termination of this Plan by the Employer

The Employer may terminate this Group Plan as of any Premium due date and should give FHCP at least forty-five (45) days prior written notice. In such event, no benefits will be provided on or after such termination date, except as specifically set forth in this Group Plan.

7. Termination of this Plan by FHCP

FHCP may terminate this Group Plan as of any Premium due date if the Employer has not paid the entire required Premium by the end of the Grace Period as set forth herein. However, if the Employer has given FHCP prior written notice in advance of an earlier date of termination, this Group Plan will terminate as of that earlier date. The Employer is liable to FHCP for any unpaid Premium for the time the Group Plan was in force, or for any amounts otherwise due FHCP.

If the Group's coverage is terminated for any reason set forth in this Group Plan, FHCP will mail the Employer a written notification that this Group Plan has terminated. This notification will disclose the date of termination and the reason(s) for termination. It is the Employer's obligation to immediately notify each Covered Person of any such termination.

8. Terms of Renewal

This Group Plan is a guaranteed renewable Plan. This means the Plan renews each year on the Group Plan Anniversary Date shown on the Group Plan Information Page. FHCP guarantees the Employer the right to renew the Group Plan each year, at the Employer's option, with the exception of non-payment of Premium or loss of eligibility. FHCP will give the Group at least forty-five (45) days advance written notice of our intent to non-renew this Group Plan, if one of the following circumstances has occurred:

- A. The Employer fails to timely pay Premium or contributions in accordance with the terms of this Group Plan;
- B. The Employer fails to comply with material provisions of this Group Plan which relates to rules for contribution or participation;
- C. FHCP ceases offering this Plan to all policyholders;
- D. The Employer and enrollees no longer work or reside in the service area of FHCP or in the area in which FHCP is authorized to do business;
- E. The Employer has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of this Group Plan;
- F. FHCP is required to by applicable law.

9. Discontinuance of this Plan

FHCP may discontinue offering this particular Group Plan if:

- A. FHCP provides at least ninety (90) days notice to each policyholder and to participants

- and beneficiaries covered under the Plan prior to renewal; and
- B. FHCP offers each policyholder the option to purchase other coverage currently being offered by FHCP.

10. Discontinuance of all Coverage in the Group Market

FHCP may discontinue offering all coverage in Florida if:

- A. We provide notice to the Office of Insurance Regulation (hereinafter called Office) and each Employer and enrollee 180 days prior to renewal; and
- B. All health coverage issued or delivered for issuance in Florida is discontinued and coverage under such health coverage is not renewed.

11. PREMIUM.

Employer shall pay FHCP Premium for services rendered in accordance with this Agreement.

- A. **Premium:** means any payments or amounts required by a health contract for coverage, by whatever name called. This includes but is not limited to any monthly subscription fee.

B. Premium Due Date

After the Group Effective Date shown on the Group Plan Information Page, the Premium due date will be the first day of each month.

C. Payment of Premium

The first Premium payment is due on the Effective Date shown on the Plan Information Page. Each following Premium payment is due monthly unless the Employer and FHCP agree on some other method and/or frequency of payment. Premium payments should be sent to FHCP's home office or the billing address provided by FHCP.

12. The Grace Period

This Plan has a 10-day grace period. A grace period means that if any required Premium is not paid on or before the date it is due, it may be paid during the grace period immediately following that Premium due date. During the grace period, the Plan will stay in force. The grace period does not apply to the Premium due on the Effective Date, or if the Employer has given FHCP written notice that the Plan is to be terminated prior to the Premium due date. If the Premium is not paid by the end of the grace period, the Plan may terminate as of the date the payment was due. Any late payment penalties are subject to Department of Insurance approval.

13. Monthly Premium Statement

FHCP will prepare a monthly statement of the Premium due on or before the Premium due date. This monthly statement will also reflect any pro rata Premium charges and credits resulting from changes in the number of Covered Persons and changes in the amounts of coverage that took place in the previous month. If a Covered Person becomes ineligible for coverage under this Group Plan for any reason, the Employer shall, if possible, provide FHCP with prior written notice of such ineligibility. However, in any event, written notice of such ineligibility shall be provided by the Employer to FHCP no later than thirty (30) days after such ineligibility. In the event that notice of termination of a Covered Person, or a decrease in coverage, is received by FHCP more than one month after the termination or decrease, retroactive credit will be limited to premium paid after date of termination or decrease in coverage.

FHCP's billing cycle is as follows:

1. If members are added on or before the 15th of the month, they are billed for the

whole month. If members are added on or after the 16th of the month, they are not billed for that month.

2. If members are canceled on or before the 15th of the month, they will not be billed for that month. If members are canceled on or after the 16th of the month, they are billed for the whole month.

This is called the “wash cycle”. If you have any questions, please call the FHCP Enrollment Department at 386-676-7176 or 1-800-352-9824 ext. 7176 during business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.

[This provision is subject to FHCP billing policies, protocols, and procedures which may change from time to time.]

14. Simplified Accounting

Premium adjustments will be made on the monthly Premium statement date that is the same as or next follows the date:

- A. A person becomes covered;
- B. The amount of coverage on a Covered Person changes, but not due to a revision of the coverage plan; or
- C. A person ceases to be covered.

15. Changes in Premium

No change in Premium rates will be made for the first twelve (12) months that this Group Plan is in effect. A change in Premium rates will not be made more often than once in a twelve

(12) month period. FHCP will give the Employer written notice of any changes in Premium rates at least thirty (30) days prior to the Group’s renewal date.

16. Incorrect Premium Payment

Any Premium adjustment made due to the correction of an error in the Premium payment will be made without interest on the next Premium due date after the facts are made known to FHCP.

17. Entire Plan

The entire agreement is made up of this document, the Employer’s application for coverage, Certificate of Coverage, Schedule of Benefits, and any amendments, riders, or certificates attached hereto along with the applications for all Covered Employees and their covered dependents, or any other documents mutually agreeable by both FHCP and Employer to be incorporated herein. All statements made by the Employer or by a Covered Employee are considered to be representations, not warranties. This means that the statements are considered to have been made in good faith. No such statement will void this Plan, reduce the benefits it provides, or be used in defense to a claim for coverage unless it is contained in a written application and a copy is furnished to the person making such statement.

18. Time Limits for Certain Defenses

After two years from the effective date of this Plan, no misstatement made by the Employer, except a fraudulent misstatement made in the Employer’s application for this Plan, may be used to

void this Plan. After two years from a Covered Person's effective date, no misstatement made by the Covered Person, except a fraudulent misstatement on his or her application, may be used to deny a claim for any benefit which begins after the end of the two- year period from the Covered Person's effective date.

19. Employer as FHCP's Agent for Limited Purposes

The Employer is considered to be an agent of FHCP only for the following purposes:

- A. Collecting employee enrollment information;
- B. Collecting any required employee contribution; and
- C. Giving out Certificates of Coverage or other coverage information to the Covered Employees.

20. Administration

The Employer must provide FHCP with the information it needs to administer this Group Plan and to compute the Premium due. Failure of the Employer to provide this information will not void or continue a Covered Person's coverage. FHCP has the right to examine the Employer's records on any issues necessary for the proper administration of this Group Plan at any reasonable time while this Group Plan is in force.

21. Financial Responsibilities of the Employer

FHCP reserves the right to recover any benefit payments made to or on behalf of any individual whose coverage has been terminated. Recovery efforts will relate to benefit payments made for services or supplies rendered subsequent to the Covered Person's termination date and prior to the date notice of coverage termination by the Employer. The Employer shall cooperate with and support such recovery efforts.

In the event that the Employer does not comply with the notice requirements set forth in the Premium Statement section, the Employer shall be solely liable to FHCP to the extent of any payment made on behalf of such individual for services or supplies rendered subsequent to the date notice of a Covered Person's termination was due.

22. Certificates of Coverage

FHCP will issue Certificates of Coverage for each Covered Employee. The certificate will describe the benefits provided and the limitations of this Group Plan. Nothing in the certificate will change or void the terms of this Group Plan.

The Employer agrees that, if requested by FHCP, the Employer will distribute to Covered Persons, the Certificate of Coverage and any amendments or endorsements to it, other coverage materials and notices applicable to all or any Covered Persons.

23. Changes to this Group Plan

FHCP may change this Group Plan from time to time as required by applicable state and federal laws and subject to Office approval. No change to this Group Plan will be effective unless made by an amendment or rider that has been signed by an officer of FHCP. No agent may change this Group Plan or waive any of its provisions.

If FHCP increase the cost share for any benefit or delete, amend or limit any of the benefits to
LG Master Policy 10/19

which a Covered Person is entitled to under this plan, We will give the Group forty-five (45) days written notice prior to renewal. The Group will not be notified if benefits are increased or if the Group requests any changes, deletions or limitations.

24. Misstatements

If information about a Covered Person is misstated, FHCP may adjust the Premium to correctly reflect the true information. If the misstatement affects the amount of the Covered Person's coverage, the true information may be used to determine the correct amount of coverage.

25. Worker's Compensation

This Plan does not affect or take the place of Workers' Compensation.

26. Assignment

Neither this Plan, nor the benefits provided under this Plan, may be assigned except as otherwise specifically described in this Plan.

27. Certificate of Coverage Provisions made part of this Group Plan

The remainder of the Group Plan consists of the provisions shown in the Certificate of Coverage issued to Covered Employees under this Group Plan. These provisions are made a part of the Group Plan. Amendments, if any, changing the provisions of the Certificate of Coverage are also made a part of the Group Plan.

28. Service Area

The Service Area shall consist of the counties in which FHCP is authorized and licensed to do business.

29. Blue Cross Blue Shield Association

Subscriber, or Group Subscriber on behalf of itself and its participants hereby expressly acknowledges its understanding this policy/Agreement constitutes a contract solely between Subscriber and Florida Health Care Plans, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting Florida Health Care Plans to use the Blue Cross and/or Blue Shield Service Mark[s] in Florida and that Florida Health Care Plans is not contracting as the agent of the Association. Subscriber, or Group Subscriber on behalf of itself and its participants further acknowledges and agrees that it has not entered into this policy/Agreement based upon representations by any person other than Florida Health Care Plans and that no person, entity, or organization other than Florida Health Care Plans shall be held accountable or liable to Subscriber, or Group Subscriber for any of Florida Health Care Plans obligations to Subscriber, or Group Subscriber created under this policy/Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Florida Health Care Plans other than those obligations created under other provisions of this agreement.

30. Retroactive Enrollment Activity

Requests for retroactive enrollment activity shall be submitted in writing to FHCP's Enrollment Department and shall include an explanation for the retroactive request. Such requests are only granted in FHCP's sole discretion. Parties acknowledge that granting of requests may be subject to certain reporting requirements under state or federal guidelines. FHCP reserves the right, in its sole discretion, to process reversal of any claims payments made during the retroactive termination period. Parties acknowledge that individual members may be billed for reversed claims.

EMPLOYER APPLICATION

PLEASE FORWARD COMPLETED APPLICATION TO:
FLORIDA HEALTH CARE PLANS, ATTN.: MARKETING DEPARTMENT, 1340 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117
IF YOU SHOULD HAVE ANY QUESTIONS, PLEASE GIVE US A CALL AT 386-676-7110 or 1-800-232-0578.

I. GROUP INFORMATION: (PLEASE PRINT)

Application and all necessary requirements must be received by the 15th of the month prior to effective date.

LEGAL GROUP NAME CITY OF ORMOND BEACH

"DOING BUSINESS AS" (DBA), IF DIFFERENT _____ GROUP NO(S). 128 / D12800

STREET ADDRESS 22 SOUTH BEACH STREET

CITY/STATE/ZIP ORMOND BEACH, FL 32174 PHONE # 386-676-3324

MAILING ADDRESS PO BOX 277

(IF DIFFERENT FROM ABOVE)

CITY/STATE/ZIP ORMOND BEACH, FL 32174 EMAIL Claire.Whitley@ormondbeach.org

GROUP CONTACT PERSON Claire Whitley TITLE EMPLOYEE RELATIONS ASST. FAX # 386-676-3329

FEDERAL TAX ID# 59-6000398 NATURE OF BUSINESS MUNICIPALITY SIC# 9199 EXCLUSIVE: ☒ Yes ☐ No

IF NO, OTHER CARRIER _____ AND # OF EMPLOYEES ENROLLED _____

WORKER'S COMP CARRIER _____

CURRENT CARRIER FLORIDA HEALTH CARE PLANS EFFECTIVE DATE 01/01/2022 TERM DATE 12/31/2022

PRIOR CARRIER _____ EFFECTIVE DATE _____ TERM DATE _____

II(a). EMPLOYMENT DATA:

Number of employees choosing:	Number of employees:
HMO Coverage _____	Employed part-time _____
POS Coverage _____	Serving new hire period _____
Triple Option Coverage _____	Residing out-of-area _____
Waive Coverage _____	Retired _____
Total number of eligible employees: _____	Eligible for Cobra _____

II(b). ELIGIBILITY RULES:

- A. Employee must work 35 or more hours per week to be eligible.
- B. Retirees Covered: ☒ Yes ☐ No
- C. Eligibility Waiting Period: 1ST of month following 30/0 days of eligible employment.
- D. Have you employed 20 or more employees for 20 weeks or more during the last calendar year? ☒ Yes ☐ No

III. COVERAGE SELECTION FOR ALL ELIGIBLE EMPLOYEES:

EFFECTIVE DATE 01 / 01 / 2023 (mm/dd/yyyy)
EMPLOYER CONTRIBUTION TO FHCP: (MINIMUM 50% REQUIRED) SINGLE 100 % DEPENDENT 0 %

LARGE GROUP: (51+ employees)

50% Participation Required

PLAN CODE(S)

HMO _____
POS _____
Triple Option _____
HDHP HSA POS TI4 / TF4

APPLICABLE RIDERS

- ☐ Dental
☐ Vision
☒ Pharmacy
☒ Wellness (Gym)
☒ WFW 04/01/2013
☐ Other _____

SMALL GROUP COMPLETE

☐ One Life ☐ 2-50

☐ I reviewed state mandated plans available to small groups, I elect to choose other coverage for my business.
☐ Domestic Partnership Coverage

☒ COBRA Administration (Available to groups with 20+ employees)

IV. AGENT INFORMATION:

AGENT NAME (please print) LINDSEY MCCLAMMY E-mail Address: lmclammy@bbdaytona.com

STATE OF FLORIDA LICENSE NO. P211837

EMPLOYER/AGENCY (if commissions are paid to entity) BROWN & BROWN

ADDRESS 300 NORTH BEACH STREET

CITY / STATE / ZIP DAYTONA BEACH, FL 32114

PHONE # 386-252-9601 FAX # _____

SIGNATURE _____ DATE _____

V. EMPLOYER CERTIFICATION:

The Employer named above hereby applies for Employer Group Health Benefit Plan membership in FHCP on behalf of its eligible members and their eligible dependents who elect to enroll in FHCP. If accepted, this Employer Enrollment Form, Employee Enrollment Forms, the executed FHCP Employer Group Health Benefit Plan Contract, and Certificates of Coverage for the selected benefit plan, constitute the entire Contract between the Group and FHCP. The Employer agrees to pay any and all monthly subscription fees associated with the coverage chosen for their employees. The Employer is a group employer and eligible for coverage under the applicable section of the Florida Statutes and approved by the Department of Financial Services. I certify that I have read the statements on this form or that they have been read to me, and that all the information was provided by me and is true and complete to the best of my knowledge. I understand that any material misrepresentation or material omission contained herein may be used to reduce or deny a claim or service or void the contract; I understand that no agent can modify this application, waive the answers to any questions, or suggest or complete the answers thereto. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM OR ANY APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

Company Name: CITY OF ORMOND BEACH

Authorized Person's Name: Joyce Shanahan Title: CITY MANAGER

Authorized Person's Signature: _____ Date: _____

FOR FHCP USE ONLY:

MARKETING	ENROLLMENT
Commissions: ☐ Yes ☐ No	Group No: _____ Check No: _____
Approved: _____ Date: _____	Plan Codes: _____ Approved By: _____
	Rider Codes: _____ Date: _____
	Amount Received: _____



CONTRACT INFORMATION PAGE

Employer Name: CITY OF ORMOND BEACH Group Number(s): 128
 Group Plan(s): HDHP-HSA and POS

Group Effective Date: 01/01/1997

Contract Anniversary Date: 01/01/2023 - 12/31/2023

Eligibility Exceptions: SEE BELOW

of Eligible Employees

Applicable Options:

- ☐ Vision Rider
☐ Dental Rider
☒ Pharmacy Rider \$3/10/30/55
☒ COBRA Coverage
☒ WFW effective 4/1/2013 Co-pay \$0
☐ Wellness Services Rider effective
☒ Preferred Fitness Gym Rider 10/1/2011
☐ Religious/Moral Contraception
 Objection

Waiting Period: First of the month following 30 days of eligible employment. **Directors:** Eligible First of the month following date of hire. **Terminate:** Last day of billing cycle.

Rate Schedule

Group Plan	HDHP-HSA POS T14	HDHP-HSA POS TF4	
Rx & Rx Code	\$3/10/30/55 DED RX (G7)	\$3/10/30/55 DED RX (G7)	
Single	\$718.47	N/A	
SP w/ any # Children	N/A	\$1,235.76	
Couple	N/A	\$1,235.76	
Family	N/A	\$1,436.93	

Florida Health Care Plan, Inc. (hereinafter called FHCP) agrees to provide the health care services described under the provisions of this Group Insurance Contract (herein called the Contract) and the FHCP Group Member Handbook (which by reference thereto is made a part thereof) for all Covered Employees of Employer and their covered dependents. The provision of services is subject to all of the terms on this page, those that follow, and the FHCP Group Member Handbook, including any limitations, restrictions or exclusions, as well as any amendments made a part of this Contract.

The Employer may act on behalf of all eligible employees and dependents. Every act by, agreement made with, or notice given to the Employer will be binding on all Covered Employees and Covered Dependents.

The contract is issued in consideration of the application of the Employer and payment of subscription fees in advance by the Employer at FHCP's Daytona Beach Facility. This Contract is effective on the Contract Anniversary Date shown above. The first subscription fees cover the period starting on the Contract Anniversary Date.

Signed for Florida Health Care Plan, Inc., at its facility in Daytona Beach, Florida to take effect on the Contract Anniversary Date for delivery in the State of Florida.

BY: 
 David Schandel
 CEO
 Florida Health Care Plan, Inc.

Jenevieve Ferreira
 Witness

Date: 09/21/2022

BY:
 Name: Joyce Shanahan
 Title: City Manager
 Group Name: City of Ormond Beach

 Witness

Date:



POINT OF SERVICE RIDER

Florida Health Care Plans Group HMO Contract is hereby amended and supplemented by the terms and conditions of this Rider.

Nothing contained in this Rider will be held to vary, alter, waive, or extend any of the terms, conditions, provisions, exclusions or limitations of the Contract to which this Rider is attached, other than as specifically stated herein.

Additionally, this Rider in no way extends benefits beyond what has been stated in the HMO Contract (Certificate of Coverage, Schedule of Benefits and Coverage and Summary of Benefits and Coverage) in terms of specific service limits or benefit maximums. This Rider does not create any duplication of coverage or coordination of benefits contained in the FHCP Plan or any other Riders you may elect.

Please read this Rider carefully and keep it with your FHCP Plan Contract.

HOW THE POINT OF SERVICE RIDER WORKS...

PLAN DESIGN

This rider is designed to complement FHCP's existing HMO benefit plans. FHCP members are still members of our HMO, but have the added benefit of choosing to have their medical care rendered, at the point of service, by an HMO provider or a non-participating provider. With this rider, the plan is open access in that the member may self-refer to any provider.

OUT-OF-POCKET EXPENSE

A major feature of the POS rider is that the amount of the member's out-of-pocket expense (cost sharing) is determined by the member's choice of provider at the point of service. Members choosing HMO providers will be responsible for the lowest cost sharing amounts. Members choosing out-of-network providers will pay higher cost sharing in the form of higher deductibles and co-insurance and will also be at risk for non-participating providers fees that are in excess of allowable charges, commonly referred to as Balance Billing. Fees that are in excess of allowable charges are not a covered benefit and therefore do not apply to your deductible or annual out-of-pocket expense limit. These amounts can add up to considerable costs to members.

This Rider gives you options as described below:

In-Network

You can self-refer to any provider listed in FHCP's HMO Participating Provider Network. When you go directly to one of these participating providers without a referral you will be responsible for cost sharing as noted in the Schedule of Benefits and Coverage (SOB) or Summary of Benefits and Coverage (SBC).

Out-of-Network

You can self-refer to any provider outside of FHCP's HMO provider listing without a referral. When you choose a physician, provider or hospital outside the network, you pay a portion of your medical expenses through a separate deductible and coinsurance. Certain benefit limitations apply. You will also be responsible for the portion of nonparticipating provider/hospital fees that are in excess of FHCP's allowable charges (balance billing). These charges can be significant. We recommend whenever possible that you check with out-of-network providers to determine fees in advance.

This Rider provides **separate** deductibles between HMO and Out-of-Network benefits. Before FHCP will begin paying for Covered Services, a Member must satisfy the applicable Calendar or Benefit Year Deductible, which is set forth in the SOB and SBC.

POS 1/2017

PRIOR AUTHORIZATION

While this is an open access plan, certain services must have prior authorization. Prior Authorization requests require medical necessity and must be made PRIOR to you receiving any services. Services rendered without prior authorization will not be covered. You or your requesting physician may contact Florida Health Care Plans Referral/Prior Authorization Department by calling (386) 238-3230 or 1-800-729-8349 for instructions.

Prior Authorization is required for services rendered by Tertiary Care Providers and for certain injections and infusion therapy drugs administered in the physician's office. For a list of drugs requiring prior authorization please refer to FHCP's website at www.fhcp.com

Below is a list of the medical services that require Prior Authorization.

- Inpatient Hospital Services
- Outpatient Surgical Procedure (Ambulatory Surgery Center/Hospital/Provider's Office)
- Residential/Rehabilitation Facility
- Skilled Nursing Facility
- Home Health Care
- Advanced Imaging (MRI, MRA, PET, CT and Nuclear Med)
- Radiation Therapy
- Prosthetics and Medical Brace Device
- Cardiac Rehabilitation Therapy
- Chemotherapy
- Infusion Therapy
- Accidental Dental
- Dental Anesthesia
- Reconstructive Surgery
- Transplant
- Treatment for Temporomandibular Joint Disorders
- Congenital Anomaly, including Cleft Lip/Palate
- Bone Marrow Transplant
- Hyperbaric Oxygen Therapy
- Nutrition and Formulas

Should you be unable to keep a scheduled appointment with a Non-Participating Provider, you must cancel the appointment within twenty-four (24) hours of the scheduled time. If you fail to notify the provider within this time frame, sometimes referred to as a "no call - no show," 100% of the cost of the service will be your responsibility.

DEFINITIONS...

Please refer to your Certificate of Coverage for specific definitions and a full description of covered benefits, exclusions, and limitations.

CLAIMS PROCEDURES...

Under this Rider, network providers will generally file claims for you.

If you go to a provider who does not participate, you may be asked to pay for health care services first, and file claims yourself for reimbursement from FHCP. In order to file a claim submit a copy of the bill and receipt to Florida Health Care Plans at P.O. Box 9910, Daytona Beach, FL 32120-9910.

Only those expenses related to covered benefits which are submitted as a claim to FHCP will be credited toward the Deductible or the Member's Annual Out-of-Pocket Expense Limit.

Reimbursement for Network Provider Services: FHCP will pay the Provider directly for all care received. The Member will not have to submit a claim for payment. Whenever HMO network services are utilized and FHCP's authorization procedure is followed HMO cost sharing will apply.

In the event the Member requires Emergency Services and Care for an Emergency Medical Condition from a Non-Participating Provider while inside or outside the Service Area; or, if FHCP authorizes a referral of the Member to a Non-Participating Provider, and the Member is required to pay the Non-Participating Provider directly for such services, the Member will be reimbursed for the allowed cost of the services less any applicable HMO co-payments for each date of service.

In the event a Member requires Emergency Services and Care for an Emergency Medical Condition from a Non-Participating Provider, call the FHCP Medical Claims Department at (386) 615-5010 to report the emergency as soon as medically possible. Before leaving the hospital or provider's office, obtain a copy of any dictation or sign a medical release form to give legal permission to release the records to the FHCP Medical Claims Department upon their request. Bring or send all claims, bills and medical records to the FHCP Medical Claims Department at 1340 Ridgewood Avenue in Holly Hill, or mail the information to FHCP Medical Claims Department, P.O. Box 9910, Daytona Beach, Florida 32120-9910. For additional information, please refer to the Claims Review section of the Certificate of Coverage.

Medical Payment Guidelines For Non-Participating Provider Care: Whenever utilizing Non-Participating Providers for other than an Emergency Medical Condition, Out-of-Network benefits, deductibles and coinsurance and fees that exceed allowable charges will apply. FHCP's payment for services covered by this Rider will be determined according to the FHCP allowance guidelines (usual and customary rate – UCR) in effect at the time the service was rendered. These guidelines apply to Covered Services only and are not in addition to all of the other provisions, limitations and exclusions contained in the Contract and this Rider. Utilization of services rendered by non-participating providers and/or facilities may result in the member being responsible for significant balance billing in addition to their out-of-network deductible and coinsurance.

INFORMATION LINES

Please contact FHCP Referral Department at 386-238-3230 or 1-800-729-8349 for information on obtaining prior authorization. For benefit information and verification of coverage please contact FHCP Member Services Department at 386-615-4022 or 1-877-615-4022.

EXCLUSIONS AND LIMITATIONS...

All services covered under this Rider must be Medically Necessary as defined in your Certificate of Coverage (COC). The benefit exclusions and limitations specified in the COC, SOB and SBC are also applicable to the benefits specified in this Point of Service Rider. Additionally, the following services are not covered or are limited under this Rider:

1. Emergency Services and Care administered by any provider for an Emergency Medical Condition will be covered under the HMO Provider Network. In order for care to be covered, FHCP must be notified as described in the Emergency Services and Care section of the Certificate of Coverage. If notification is not provided as specified in the Certificate of Coverage, services for an Emergency Medical Condition may be payable under the Rider if the service or supply is a covered service as specified in the Certificate of Coverage and not specifically excluded herein.
2. Hearing examinations for hearing aids are available only under the HMO Provider Network and are not an out-of-network benefit.
3. Telehealth services are available only under the HMO Provider Network and are not an out-of-network benefit.
4. Vision examinations are available only under the HMO Provider Network, if vision rider is purchased, and are not an out-of-network benefit.
5. Dental services are available only under the HMO Provider Network, if dental rider is purchased, and are not an out-of-network benefit.
6. The maximum number of days/visits for a Skilled Nursing Facility, Residential or Rehabilitation Facility in any calendar year is a combined number of days/visits provided under BOTH your HMO (in-network) and this POS (out-of-network) benefits.

Florida Health Care Plan, Inc. (hereinafter called FHCP) agrees to provide the health care services described under the provisions of this Point of Service Rider for the Member and his or her Covered Dependents.

Signed for Florida Health Care Plan, Inc. at its facility in Holly Hill, Florida to take effect on the Subscriber's Effective Date, for delivery in the State of Florida.



Chief Financial Officer/Associate CEO Florida Health Care Plan, Inc.



PREFERRED FITNESS CERTIFICATE

This Preferred Fitness Certificate is designed to complement your FHCP benefit plan and provide fitness center access and other services to further members' wellness which include:

Fitness Center (Gym) access for eligible members:

Covered members will have access to FHCP contracted fitness centers in our service area. Please refer to the FHCP Certificate of Coverage for a listing of our service area.

- You are not required to select one specific fitness center.
- You may visit as many different fitness centers as often as you want.
- Simply show your FHCP ID card on or after your effective date to gain access.
- A list of contracted fitness centers can be found under the plan documents on the FHCP member portal or you can contact FHCP's Member Services Department at the contact information below.
- Please check with the specific fitness center for the ages accepted.

Member Portal including Welcome to Wellness.

Members are offered online health information through the Member Portal that includes a large variety of general health and wellness topics. Included are:

- a) Personal Health Assessment
- b) Personal health Information
- c) Interactive tools
- d) Preventive care information
- e) Quizzes
- f) On line access to programs and information
- g) A comprehensive library of health related topics in English and Spanish

If you have any questions or would like additional information please contact the
Florida Health Care Plans Member Services Department at:

386.615.4022
1.877.615.4022
www.fhcp.com



Florida
Health Care
Plans®



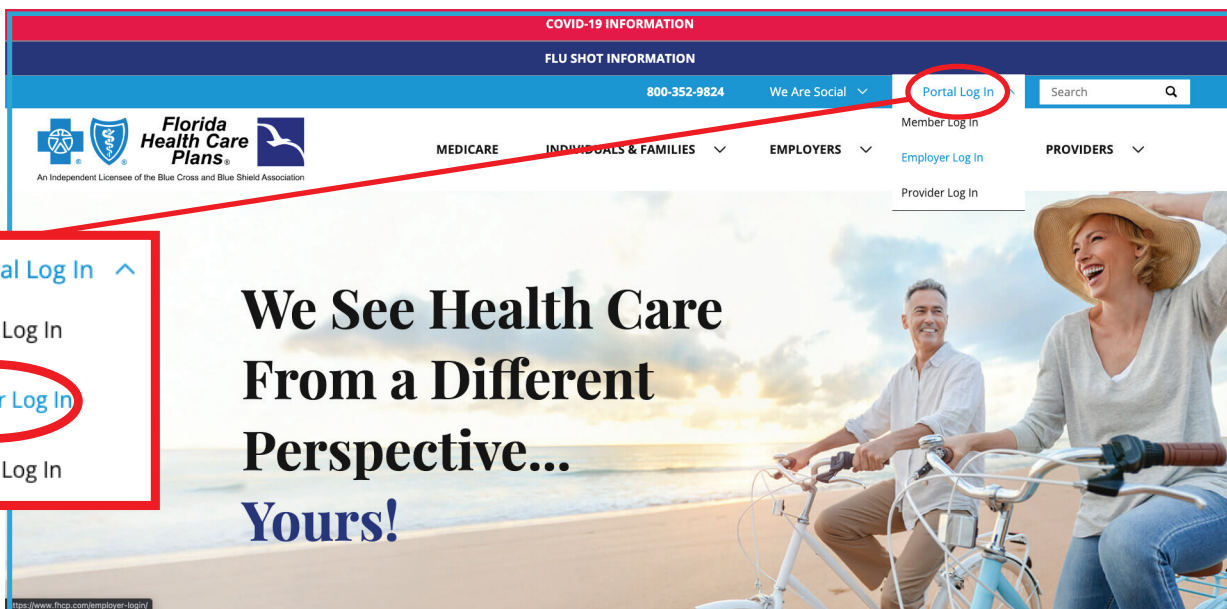
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FHCP EMPLOYER PORTAL SIGN-UP INSTRUCTIONS

7.B.d

1

VISIT FHCP.COM AND CLICK THE "PORTAL LOG IN" BUTTON ON THE TOP, THEN CHOOSE "EMPLOYER LOG IN" FROM THE DROP DOWN MENU.



OR YOU CAN LOOK FOR THIS BUTTON UNDER **EMPLOYERS**:

Portal Log In

2

Employer Group Log In

* Indicates Required Field

Username* Password*

[FORGOT PASSWORD](#) | [FORGOT USERNAME](#)

[Trouble Logging In?](#) | [Help](#) | [Email Customer Service](#) | Call 1-877-814-9909

IMPORTANT NOTE: If you are a new employer, your portal account will be unavailable until 48 hours after enrollment completion with FHCP. If you require assistance with logging into your portal account, please contact technical support at 1-877-814-9909.

NEXT, YOU WILL COME TO THIS PAGE. BE SURE TO CLICK "**NEW GROUP REGISTRATION**" TO CREATE YOUR NEW ACCOUNT. ALL EMPLOYERS WILL NEED TO CREATE AN ACCOUNT WITH FHCP TO LOGIN.

YOU WILL NEED YOUR GROUP TAX ID NUMBER TO REGISTER FOR YOUR ACCOUNT.
ONCE YOU FOLLOW THE STEPS, FHCP WILL CONFIRM YOUR REGISTRATION.
YOU WILL NOW BE ACTIVATED AND ABLE TO USE YOUR ACCOUNT!

TIPS

- USE ONLY SUPPORTED BROWSERS
(UPDATED FIREFOX, CHROME, SAFARI AND INTERNET EXPLORER)
- JOT YOUR USER NAME AND PASSWORD DOWN AND KEEP IT IN A SAFE LOCATION



Florida
Health Care
Plans®



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FHCP EMPLOYER PORTAL SIGN-UP INSTRUCTIONS

7.B.d

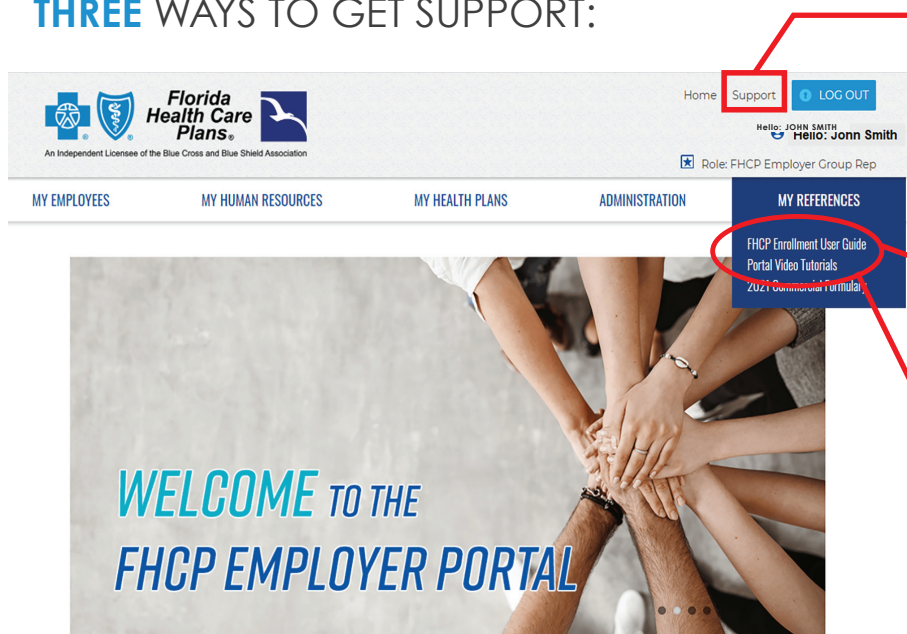
3

FEATURES AVAILABLE IN THE EMPLOYER PORTAL

- SELECT AN EMPLOYEE AND VIEW THEIR DEMOGRAPHICS
- VERIFY BENEFITS AND ELIGIBILITY COVERAGE AND DEDUCTIBLE AND OUT-OF-POCKET ACCUMULATORS FOR AN EMPLOYEE AND/OR DEPENDENTS
- REQUEST REPLACEMENT OR TEMPORARY ID CARDS FOR EMPLOYEE AND/OR DEPENDENTS
- VIEW/ACCESS BENEFIT DOCUMENTS FOR SELECTED EMPLOYEE
- SUBMIT ELECTRONIC "CHANGE ENROLLMENT" TRANSACTIONS TO FHCP
- SUBMIT ELECTRONIC "TERMINATE ENROLLMENT" TRANSACTIONS TO FHCP
- SUBMIT ELECTRONIC "INITIAL ENROLLMENT (ADD)" TRANSACTIONS TO FHCP
- REQUEST/VIEW/DOWNLOAD AN EMPLOYEE ROSTER REPORT

THREE WAYS TO GET SUPPORT:

4



1- CLICK **SUPPORT** TO FIND IMPORTANT FHCP PHONE NUMBERS

2- **ACCESS** THE ENROLLMENT USER GUIDE FOR INSTRUCTIONS ON EACH FUNCTION

3- **ACCESS** VIDEO TUTORIALS FOR INSTRUCTIONS ON EACH FUNCTION

PLEASE NOTE: After you have registered for the portal, you will be sent a confirmation email informing you of available resources and how to register for training. **FHCP Strongly recommends** that you attend training before submitting enrollment changes.

Executive Summary of Medical & Prescription Drug Coverage

City of Ormond Beach

January 01, 2023 - December 31, 2023

Sold Plan			
Vendor	FHCP		
Plan Name	T14/TF4		
Plan Type	HSA - POS		
Plan Details	Network		
	Single	Family	
Plan Deductible	\$1,600	\$3,200 (\$3,000 ind.)	
Embedded Deductible:	Yes		
Calendar or Policy Year:	Calendar		
Coinsurance:	20%		
Maximum Out-of-Pocket:	\$3,200	\$6,400 (\$3,200 ind.)	
(Includes Deductible, Copay, Rx)	Yes, Yes, Yes		
Physician Services			
Office Visit:	Deductible + Coinsurance		
Specialist:	Deductible + Coinsurance		
Chiropractic:	Deductible + Coinsurance		
Telemedicine:	Ded (PCP) / Ded+ \$30 (Specialist)		
Hospital / Emergency Services			
Inpatient Hospital Per Admission:	Deductible + Coinsurance		
Emergency Room:	Deductible + Coinsurance		
Urgent Care:	Deductible + Coinsurance		
Outpatient Surgical Facility:	Deductible + Coinsurance		
Ambulatory Surgery Center:	Deductible + Coinsurance		
Diagnostic Services			
Lab & X-Ray Outpatient:	Deductible + Coinsurance		
Advanced Imaging Services (MRI, MRA, PET, CT):	Deductible + Coinsurance		
Prescription Drug			
Deductible:	Calendar Year Deductible		
Prescription Tier	\$3 \$10 \$30 \$55 15% 25%		
Walgreens	\$15 \$15 \$35 \$60		
Mail Order Prescription (90 Day Supply):	\$6 \$27 \$87 \$162		
Non-Network Plan Details	Non-Network		
Plan Deductible	\$3,000	\$6,000 (\$3,000 ind.)	
Coinsurance:	40%		
Maximum Out-of-Pocket:	\$6,000	\$12,000 (\$6,000 ind.)	
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		
Plan Rates Current Enrollment	Current	Sold	
Employee:	229	\$678.50	\$718.47
Employee + Spouse:	17	\$1,167.02	\$1,235.76
Employee + Child(ren):	14	\$1,167.02	\$1,235.76
Family:	30	\$1,357.00	\$1,436.93
Estimated Monthly Premiums:	290	\$232,264	\$245,946
Estimated Annual Premiums:		\$2,787,169	\$2,951,353
Rate Change from Current (%):		5.9%	
	Current	Sold	
Estimated Grand Total Annual Premiums:		\$2,787,169	\$2,951,353
PEPY		\$9,611	\$10,177
Rate Change from Current (%):		5.9%	
Rate Change from Current (\$):		\$164,184	

Notes: Enrollment Count includes Retirees

Rates subject to final enrollment and underwriting



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Claire Whitley, Assistant City Manager

Date: October 18, 2022

Subject: 2023 Health Savings Account Funding

Commission Goal: Governance - Other

Introduction

This is a request to approve funding of employee Health Savings Accounts (HSA) for the 2023 plan year.

Background

After receiving significant premium increases for the 2015-2016 health insurance plan year renewal, the City transitioned from a traditional health maintenance organization (HMO) medical plan to a high deductible healthcare plan (HDHP) with Florida Healthcare (FHC). The HDHP, implemented in January 2016, includes a \$1,600 individual deductible, a \$1,350 increase from the previous \$250 HMO plan deductible. Based on the City Commission's recommendation and approval, the City established Health Savings Accounts (HSA) for eligible employees enrolled in the HDHP and funded those accounts annually with \$1,350 to assist employees in meeting the higher health insurance deductible.

Beginning in 2018, the City Commission added a wellness component to the HSA funding program by offering an additional \$450 per eligible employee in HSA funding that can be earned through participation in a variety of optional wellness incentives. The City Commission has continued its support of the initial funding amount and optional wellness incentives each year, for a total of \$1,800 in available HSA funds per eligible employee.

Discussion

Providing HSA funding for employees enrolled in the HDHP assists employees in meeting the higher deductible, ensures access to quality and affordable healthcare, and offers opportunities for health and wellness incentives that positively influence employee's health. To date, the City has experienced great success with its wellness

incentives by providing tools for employees to proactively monitor and resolve health related issues, minimize larger claims, and avoid negative health impacts.

Citizen Impact

The City's goal of offering quality and affordable healthcare to its employees supports a fair and competitive work environment, which enables the City to recruit and retain staff for successful delivery of services to its residents.

Budget Impact

Based on projected participation rates, the annual cost to the City is estimated to be \$500,000 and is within the Fiscal Year 2022-2023 budget.

Recommendation

Staff recommends approval of Health Savings Account funding in the amount of \$1,350, with an additional \$450 in optional wellness incentives, for a total of up to \$1,800 per eligible employee.

Attachments:

- 22-130 Health Savings Acct (P22-0165G)(PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/7/2022


Claire Whitley, Assistant City Manager 10/10/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/12/2022

RESOLUTION NO. 2022-130

A RESOLUTION AUTHORIZING FUNDING OF EMPLOYEE HEALTH SAVINGS ACCOUNTS FOR THE 2023 PLAN YEAR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in January 2023, the City of Ormond Beach will renew its high deductible healthcare plan for eligible employees where the individual deductible is \$1,600.00, and

WHEREAS, in an effort to assist those employees in meeting the higher deductible, the City established Health Savings Accounts for eligible employees and desires to fund those accounts with \$1,350.00, and

WHEREAS, the City also desires to offer optional wellness incentives for employees who wish to earn an additional \$450.00, and

WHEREAS, the City Manager has certified that funding for the Health Savings Account in the amount of \$500,000.00 has been included in the FY 2022-2023 budget and has not been appropriated for any other purpose, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby authorizes funding Health Savings Accounts for eligible employees in the amount of \$1,350.00, the continuation of optional wellness incentives at \$450.00, all totaling \$500,000.00 which is within the FY2022-2023 budget.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Claire Whitley, Assistant City Manager

Date: October 18, 2022

Subject: 2023 Employee Dental Insurance Coverage

Commission Goal: Governance - Other

Introduction

This is a request to approve a contract with Standard Insurance Company ("Standard") to provide dental insurance coverage effective January 1, 2023.

Background

The City currently provides dental coverage through Standard to employees on a non-contributory basis. Employees electing family coverage pay the increased cost to cover dependents.

Discussion

The current carrier, Standard, proposed a renewal of the current plan with no increase to premium rates. Standard has a long history of superior customer service, is competitively priced, and offers the additional benefit of continuity of coverage for employees and staff.

Citizen Impact

Providing a quality benefits package to City employees contributes to a fair and competitive work environment and in turn enables the City to recruit and retain staff for successful delivery of services to its residents.

Budget Impact

Based on current enrollment, the City's annual cost is estimated to be \$150,499 and is within the Fiscal Year 2022-2023 budget.

Recommendation

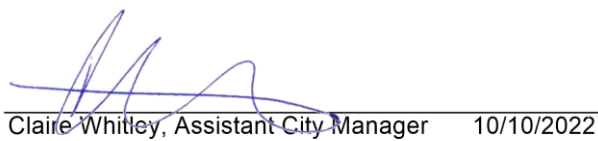
Staff recommends approval of a one-year contract with Standard to provide dental insurance effective January 1, 2023.

Attachments:

- 22-131 Employee Dental - The Standard (P22-0164G) (PDF)
- Dental Benefit Summary (PDF)
- Executive Summary Dental 2023 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/7/2022


Claire Whitley, Assistant City Manager 10/10/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/12/2022

RESOLUTION NO. 2022-131

A RESOLUTION ACCEPTING A PROPOSAL FROM THE STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE DENTAL INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City, through its agent of record, solicited a proposal for employee dental insurance benefits services (the "Project"), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the city's professional staff and its agent of record evaluated the proposal received and determined that the proposal submitted by The Standard Insurance Company for the provision of employee dental insurance benefits services at the premiums listed therein is in the best overall interest of the City, and has recommended that the said proposal (a copy of which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Manager has certified that the money for the payment of the services has been included in the FY2022-2023 budget and has not been appropriated for any other purpose, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposal of The Standard Insurance Company for the provision of employee dental insurance benefits services is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Contract, in a form to be reviewed and approved by the City Attorney,

between the City and The Standard Insurance Company for the provision of employee dental insurance benefits services, and to pay the premiums therefore from the FY 2022-2023 budget.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

CITY OF ORMOND BEACH



Group Dental Insurance

Help protect your oral health with regular dental exams and procedures.

This summary of benefits and coverage shows how you and The Standard would share the cost for covered dental care services.

NOTE: This is only a summary; for detailed information on coverage, please consult your certificate of coverage.

Plan 1: Dental Plan Summary

Effective Date: 1/1/2023

Plan Benefit	
Type 1 (Preventive)	100%
Type 2 (Basic)	80%
Type 3 (Major)	80%
Waiting Period	None
Deductible	\$50/Calendar Year Type 2 & 3
	Waived Type 1
	\$150/family
Maximum (per person)	\$1,500 per calendar year
Allowance	90% usual and customary
Max Builder SM	Included
Annual Open Enrollment	None

Orthodontia Summary - Child Only Coverage

Allowance	Usual and customary
Plan Benefit	50%
Lifetime Maximum (per person)	\$1,000
Waiting Period	None

Sample Procedure Listing (Current Dental Terminology © American Dental Association.)

Type 1	Type 2	Type 3
- Routine Exam (2 per benefit period) - Bitewing X-rays (1 per benefit period) - Full Mouth/Panoramic X-rays (1 in 3 years) - Periapical X-rays - Cleaning (2 per benefit period) - Fluoride for Children 13 and under (2 per benefit period) - Sealants (age 16 and under)	- Space Maintainers - Fillings for Cavities - Restorative Composites - Crown Repair - Endodontics (nonsurgical) - Endodontics (surgical) - Periodontics (nonsurgical) - Denture Repair - Simple Extractions - Complex Extractions - Anesthesia	- Onlays - Crowns (1 in 5 years per tooth) - Periodontics (surgical) - Implants - Prosthodontics (fixed bridge; removable complete/partial dentures) (1 in 5 years)

Monthly Rates	
Employee Only (EE)	\$41.12
EE + Family	\$116.55

CITY OF ORMOND BEACH



Max BuilderSM

This dental plan includes a valuable feature that allows plan participants to carry over part of their unused annual maximum. A participant must submit at least one claim during the benefit year while staying at or under the plan-specific threshold amount. Earns an extra reward, called the PPO Bonus, by seeing a Network Provider. Employees and their covered dependents may accumulate rewards up to the stated maximum carry-over amount, then use those rewards for any covered dental procedures subject to applicable coinsurance and plan provisions. If a plan participant doesn't submit a dental claim during a benefit year, all accumulated rewards will be lost; but he or she can begin earning rewards again the very next year.

Benefit Threshold	\$750	Dental benefits received for the year cannot exceed this amount
Annual Carryover Amount	\$250	Max Builder amount is added to the following year's maximum
Annual PPO Bonus	\$150	Additional bonus is earned if the participant sees a network provider
Maximum Carryover	\$1,000	Maximum possible accumulation for Max Builder and PPO Bonus combined

Dental Network Information

Employees and dependents have access to an extensive nationwide network of member dentists. The cost-saving benefits of visiting a network member provider are automatically available to all employees and dependents who are covered by any of The Standard's dental plans and who live in areas where the nationwide network is available. To find member dentists in your area, visit <http://www.standard.com/services> and click on "Find a Dentist."

Your provider network is Classic Network.

Pretreatment

While we don't require a pretreatment authorization form for any procedure, we recommend them for any dental work you consider expensive. As a smart consumer, it's best for you to know your share of the cost up front. Simply ask your dentist to submit the information for a pretreatment estimate to our customer relations department. We'll inform both you and your dentist of the exact amount your insurance will cover and the amount that you will be responsible for. That way, there won't be any surprises once the work has been completed.

Submitting a claim

Your policy requires all claims be received by The Standard within 90 days of the date of service. You may submit a claim, or your Dentist can file your claim on your behalf and you can assign payment to your Dentist. If the 90 day deadline is missed, you will be responsible for covering the cost of the service. *Requirements for claims submission vary by state, please consult your group certificate for details.

Prior Extraction Limitation

Your policy has a prior extraction limitation, also known as the "missing tooth clause". This means that if you had a tooth extracted prior to enrolling in your plan with The Standard, we may or may not pay for any benefits towards replacing that tooth. Please review your policy or contact Customer Service for details.

Late Entrant Provision

We strongly encourage you to sign up for coverage when you are initially eligible. If you choose not to sign up during this initial enrollment period, you will become a late entrant. Late entrants will be eligible for only exams, cleanings, and fluoride applications for the first 12 months they are covered.

CITY OF ORMOND BEACH



Section 125

This plan is provided as part of the Policyholder's Section 125 Plan. Each employee has the option under the Section 125 Plan of participating or not participating in this plan. If an employee does not elect to participate when initially eligible, he/she may elect to participate at the Policyholder's next Annual Election Period.

Customer Service

Customer service is available to plan participants through our well-trained and helpful service representatives. Call or go online to locate the nearest network provider, view plan benefit information and more.

Call Center: 800.547.9515

- Service representative hours:
 - 5 a.m. to 10 p.m. Pacific Monday through Thursday
 - 5 a.m. to 4:30 p.m. Pacific Friday
- Interactive Voice Response available 24/7

View plan benefit information at:

www.standard.com/services.

About The Standard

For more than 100 years, we have been dedicated to our core purpose: to help people achieve financial well-being and peace of mind. Headquartered in Portland, Oregon, The Standard is a nationally recognized provider of group employee benefits. To learn more about products from The Standard, visit us at **www.standard.com**.

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of Portland, Oregon, in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.

This form is a benefit highlight, not a certificate of insurance. This policy has exclusions, limitations, reductions of benefits, and terms under which the policy may be continued in force or terminated. Please contact The Standard or your employer for additional information, including costs and complete details of coverage.

Executive Summary of Dental Coverage
City of Ormond Beach
January 01, 2023 - December 31, 2023

Sold Plan		
Vendor	The Standard	
Network:	Ameritas	
Plan Name:	PPO	
	<i>Network</i>	
Plan Details	<i>Single</i>	<i>Family</i>
Coinsurance Percentage (Preventive Basic Major Ortho):	100% 80% 80% 50%	
Deductible (Family Maximum):	\$50	\$150
Deductible Waived for Preventive:	Yes	
Calendar Year Maximum:	\$1,500	
Orthodontic Lifetime Maximum:	\$1,000	
Included Adult Ortho:	No	
Dental Services	<i>Benefit Level</i>	<i>Frequency</i>
Routine Exam & Cleaning:	Preventative	2 per year
Fluoride Treatment:	Preventative	2 per year, 13 & under
X-Ray (Bitewings):	Preventative	1 per year
X-Ray (Full Mouth):	Preventative	1 per 3 years
Sealants:	Preventative	16 & under
Fillings:	Basic	
Oral Surgery (Simple):	Basic	
Oral Surgery (Complex):	Basic	
Root Canal Therapy:	Basic	
Periodontal Scaling:	Basic	
Periodontal Surgery:	Major	
Crowns:	Major	1 per 5 years
Bridges:	Major	1 per 5 years
Dentures:	Major	1 per 5 years
Implants:	Major	1 per 5 years
Non-Network Details	<i>Non-Network</i>	
Coinsurance Percentage (Preventive Basic Major Ortho):	100% 80% 80% 50%	
Deductible (Family Maximum):	\$50	\$150
Deductible Waived for Preventive:	Yes	
Calendar Year Maximum:	\$1,500	
Percent of UCR:	90th	
Waiting Periods:	None	
Late Entrant Penalties:	12 Mths (except exams, cleanings, fluoride)	
Allows Annual Open Enrollment:	Yes	
Included Rollover:	Yes	
Employer Contribution:	100% of EE Rate*	
Participation Requirement:	83%	
Rate Guarantee:	2 Years (01/01/2023 - 12/31/2024)	
Plan Rates Current Enrollment	Current	Sold
Employee:	219 \$41.12	\$41.12
Family:	86 \$116.55	\$116.55
Total:	305	
Estimated Monthly Premiums:	\$19,029	\$19,029
Estimated Annual Premiums:	\$228,343	\$228,343
PEPY	\$749	\$749
Rate Change from Current (%):		0.0%
Rate Change from Current (\$):		\$0

Notes:

*Retirees are 100% Voluntary
Enrollment count includes retirees



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Claire Whitley, Assistant City Manager

Date: October 18, 2022

Subject: 2023 Employee Vision Insurance Coverage

Commission Goal: Governance - Other

Introduction

This is a request to approve a contract with Standard Insurance Company ("Standard") to provide vision insurance coverage effective January 1, 2023.

Background

The City currently provides vision coverage to employees on a non-contributory basis. Employees electing family coverage pay the increased costs to cover dependents.

Discussion

Based on the competitive premium rate, enhanced benefits, and high quality of service the City experienced working with Standard, the City's vision coverage was moved to Standard Insurance for the 2019 plan year, with minimal to no premium increases each year thereafter. Standard is proposing to renew the current policy with a moderate premium increase of 5.2% for the upcoming 2023 plan year.

Standard provides superior customer service, is competitively priced, and offers the additional benefit of continuity of coverage for employees.

Citizen Impact

Providing a quality benefits package to City employees contributes to a fair and competitive work environment, which enables the City to recruit and retain staff for successful delivery of services to its residents.

Budget Impact

Based on current enrollment, the City's annual cost is estimated to be \$16,250 and is

within the Fiscal Year 2022-2023 budget.

Recommendation

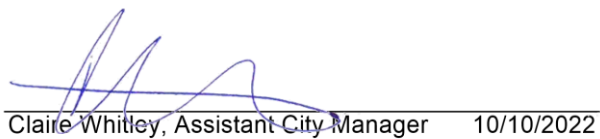
Staff recommends approval of a one-year contract with Standard to provide vision insurance effective January 1, 2023.

Attachments:

- 22-132 Employee Vision-Standard Ins (P22-0161G) (PDF)
- Vision Benefit Summary (PDF)
- Executive Summary Vision 2023 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/7/2022


Claire Whitley, Assistant City Manager 10/10/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/12/2022

RESOLUTION NO. 2022-132

A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE VISION INSURANCE BENEFITS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City, through its agent of record, solicited a proposal for employee vision insurance benefits (the "Project"), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the city's professional staff and its agent of record evaluated the proposal received and determined that the proposal submitted by Standard Insurance Company for the provision of employee vision insurance benefits at the premiums listed therein is in the best overall interest of the City, and has recommended that the said proposal (a copy of which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Manager has certified that the money for the payment of the services has been included in the FY 2022-2023 budget and has not been appropriated for any other purpose, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposal of Standard Insurance Company for the provision of employee vision insurance benefits services is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Contract, in a form to be reviewed and approved by the City Attorney,

between the City and Standard Insurance Company for the provision of employee vision insurance benefits services, and to pay the premiums therefore from the FY 2022-2023 budget.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

CITY OF ORMOND BEACH



Group Vision Insurance

Help protect your eye health with coverage for exams, glasses and contacts.

This summary of benefits and coverage shows how you and The Standard would share the cost for covered vision care services.

NOTE: This is only a summary; for detailed information on coverage, please consult your certificate of coverage.

Plan 1: Balanced Care Vision I Plan Summary

Effective Date: 1/1/2023

	VSP Choice Network + Affiliates	Out of Network
Deductibles		
	\$10 Exam	\$10 Exam
	\$25 Eye Glass Lenses or Frames*	\$25 Eye Glass Lenses or Frames
Annual Eye Exam	Covered in full	Up to \$45
Lenses (per pair)		
Single Vision	Covered in full	Up to \$30
Bifocal	Covered in full	Up to \$50
Trifocal	Covered in full	Up to \$65
Lenticular	Covered in full	Up to \$100
Progressive	See lens options	NA
Contacts		
Fit & Follow Up Exams	Participant cost up to \$60	Not covered
Elective	Up to \$105	Up to \$105
Medically Necessary	Covered in full	Up to \$210
Frame Allowance	Up to \$105**	Up to \$105
Frequencies (months)		
Exam/Lens/Frame	12/12/24	12/12/24
	Based on date of service	Based on date of service

*Deductible applies to a complete pair of glasses or to frames, whichever is selected.

**The Costco and Walmart allowance will be the wholesale equivalent.

Lens Options (participant cost)*

	VSP Choice Network + Affiliates	Out of Network
	(Other than Costco)	
Progressive Lenses	Up to provider's contracted fee for Lined Bifocal Lenses. The patient is responsible for the difference between the base lens and the Progressive Lens charge.	Up to Lined Bifocal allowance.
Std. Polycarbonate	Covered in full for dependent children \$33 adults	Not covered
Solid Plastic Dye	\$15 (except Pink I & II)	Not covered
Plastic Gradient Dye	\$17	Not covered
Photochromatic Lenses (Glass & Plastic)	\$31-\$82	Not covered
Scratch Resistant Coating	\$17-\$33	Not covered
Anti-Reflective Coating	\$43-\$85	Not covered
Ultraviolet Coating	\$16	Not covered

*Lens Option participant costs vary by prescription, option chosen and retail locations.

Monthly Rates	
Employee Only (EE)	\$4.44
EE + Family	\$13.20

CITY OF ORMOND BEACH



Additional Balanced Care Vision I Choice Network Features	
Contact Lenses Elective	Allowance can be applied to disposables, but the dollar amount must be used all at once (provider will order 3 or 6 month supply). Applies when contacts are chosen in lieu of glasses. For plans without a separate contact fitting & evaluation (which includes follow up contact lens exams), the cost of the fitting and evaluation is deducted from the allowance.
Additional Glasses	20% off additional complete pairs of prescription glasses and/or prescription sunglasses.*
Frame Discount	VSP offers 20% off any amount above the retail allowance.*
Laser VisionCare	VSP offers an average discount of 15% off or 5% off a promotional offer for LASIK Custom LASIK and PRK. The maximum out-of-pocket per eye for participants is \$1,800 for LASIK and \$2,300 for custom LASIK using Wavefront technology, and \$1,500 for PRK. In order to receive the benefit, a VSP provider must coordinate the procedure.
Low Vision	With prior authorization, 75% of approved amount (up to \$1,000 is covered every two years).

Based on applicable laws, reduced costs may vary by doctor location.

Section 125

This plan is provided as part of the Policyholder's Section 125 Plan. Each employee has the option under the Section 125 Plan of participating or not participating in this plan. If an employee does not elect to participate when initially eligible, he/she may elect to participate at the Policyholder's next Annual Election Period.

Vision Plan Participant Service

Balanced Care Vision I from The Standard features the money-saving eye care network of VSP. Customer service is available to plan participants through VSP's well-trained and helpful service representatives. Call or go online to locate the nearest VSP network provider, view plan benefit information and more.

VSP Call Center: 800.877.7195

- Service representative hours: 5 a.m. to 7 p.m. Pacific Monday through Friday, 6 a.m. to 2:30 p.m. Pacific Saturday
- Interactive Voice Response available 24/7

Locate a VSP provider at:

www.standard.com/services

About The Standard

For more than 100 years, we have been dedicated to our core purpose: to help people achieve financial well-being and peace of mind. Headquartered in Portland, Oregon, The Standard is a nationally recognized provider of group employee benefits. To learn more about products from The Standard, visit us at www.standard.com.

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of Portland, Oregon, in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.

This form is a benefit highlight, not a certificate of insurance. This policy has exclusions, limitations, reductions of benefits, and terms under which the policy may be continued in force or terminated. Please contact The Standard or your employer for additional information, including costs and complete details of coverage.

Executive Summary of Vision Coverage

City of Ormond Beach

January 01, 2021- December 31, 2022

Sold Plan			
Vendor	The Standard		
Network	VSP Choice + Affiliates		
Plan Name	Balanced Care Vision 1		
Copays	Network		
Exam:	\$10		
Materials:	\$25		
Contact Fitting & Follow-up:	up to \$60		
Frequencies			
Exams:	12 Months		
Lenses:	12 Months		
Frames:	24 Months		
Contacts:	12 Months		
Allowances			
Frames:	\$105		
Contact (Elective):	up to \$105		
Contact (Medically Necessary):	Covered in Full		
Non-Network Allowances	Non-Network		
Exam:	up to \$45		
Single Vision:	up to \$30		
Bifocal:	up to \$50		
Trifocal:	up to \$65		
Frames:	up to \$105		
Contact (Elective):	up to \$105		
Contact (Medically Necessary):	up to \$210		
Employer Contribution:	100% of EE Rate*		
Participation Requirement:	60%		
Rate Guarantee:	2 Years (01/01/2023 - 12/31/2024)		
Plan Rates Current Enrollment	Current	Renewal	Sold
Employee:	214 \$4.22	\$4.80	\$4.44
Family:	91 \$12.54	\$14.32	\$13.20
Total:	305		
Estimated Monthly Premiums:	\$2,044	\$2,330	\$2,151
Estimated Annual Premiums:	\$24,531	\$27,964	\$25,816
PEPY	\$80	\$92	\$85
Rate Change from Current (%):		14.0%	5.2%
Rate Change from Current (\$):		\$3,433	\$1,286

Notes:

*Retirees are 100% voluntary
Enrollment count includes retirees



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Claire Whitley, Assistant City Manager

Date: October 18, 2022

Subject: 2023 Long Term Disability Insurance Coverage

Commission Goal: Governance - Other

Introduction

This is a request to approve a contract with Standard Insurance Company ("Standard") to provide long-term disability coverage effective January 1, 2023.

Background

The City currently provides long-term disability coverage to employees on a non-contributory basis.

Discussion

Long term disability coverage provides critical wage replacement benefits in the event an employee is unable to work due to an extended non-work-related illness or injury. This year's premium is part of a rate guarantee and will be renewed by Standard at a 0% premium increase. Standard provides superior customer service, is competitively priced, and offers the additional benefit of continuity of coverage for employees.

Citizen Impact

Providing a quality benefits package to City employees contributes to a fair and competitive work environment, which enables the City to recruit and retain staff for successful delivery of services to its residents.

Budget Impact

Based on current enrollment, the annual cost to the City is estimated to be \$37,946 and is within the Fiscal Year 2022-2023 budget.

Recommendation

Staff recommends approval of a one-year contract with Standard to provide disability insurance effect January 1, 2023.

Attachments:

- 22-133 Long Term Disability (P22-0160G) (PDF)
- LTD Benefit Summary- Class 1 (PDF)
- LTD Benefit Summary- Class 2 (PDF)
- LTD Benefit Summary- Class 3 (PDF)
- Executive Summary Long Term Disability 2023 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/7/2022


Claire Whitley, Assistant City Manager 10/10/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/12/2022

RESOLUTION NO. 2022-133

A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE LONG TERM DISABILITY INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City, through its agent of record, solicited a proposal for employee long term disability insurance benefits services (the "Project"), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the city's professional staff and its agent of record evaluated the proposal received and determined that the proposal submitted by Standard Insurance Company for the provision of employee long term disability insurance benefits services at the premiums listed therein is in the best overall interest of the City, and has recommended that the said proposal (a copy of which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Manager has certified that the money for the payment of the services has been included in the FY 2022-2023 budget and has not been appropriated for any other purpose, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposal of Standard Insurance Company for the provision of employee long term disability insurance benefits services is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Contract, in a form to be reviewed and approved by the City Attorney, between the

City and Standard Insurance Company for the provision of employee long term disability insurance benefits services, and to pay the premiums therefore from the FY 2022-2023 budget.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Standard Insurance Company
 City of Ormond Beach
 Group Policy #753274
 Effective Date October 1, 2015



Group Long Term Disability Insurance

Group Long Term Disability insurance from Standard Insurance Company helps provide financial protection for insured members by promising to pay a monthly benefit in the event of a covered disability.

The cost of this insurance is paid by City of Ormond Beach.

Eligibility

Definition of a Member	You are a member if you are a regular employee of City of Ormond Beach, actively working at least 35.9 hours per week, and a citizen or resident of the United States or Canada. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.
Class Definition	Class 1 - Elected Officials, Department Heads & Division Managers
Eligibility Waiting Period	You are eligible on the first of the month that follows the date you become a member.

Benefits

Monthly Benefit	50 percent of the first \$10,000 of monthly predisability earnings, reduced by deductible income (e.g., work earnings, workers' compensation, state disability, etc.)
Maximum Monthly Benefit	\$5,000
Minimum Monthly Benefit	\$100
Benefit Waiting Period	180 days

Group Long Term Disability Insurance

Definition of Disability

For the benefit waiting period and the first 24 months that Long Term Disability benefits are payable, you will be considered disabled if, as a result of physical disease, injury, pregnancy or mental disorder:

- You are unable to perform with reasonable continuity the material duties of your own occupation, and
- You suffer a loss of at least 20 percent of your predisability earnings when working in your own occupation.

You are not considered disabled merely because your right to perform your own occupation is restricted, including a restriction or loss of license.

After the own occupation period of disability, you will be considered disabled if, as a result of a physical disease, injury, pregnancy or mental disorder, you are unable to perform with reasonable continuity the material duties of any occupation.

Maximum Benefit Period

If you become disabled before age 62, Long Term Disability benefits may continue during disability until age 65 or to the Social Security Normal Retirement Age (SSNRA) or 3 years 6 months, whichever is longest. If you become disabled at age 62 or older, the benefit duration is determined by the age when disability begins:

Age	Maximum Benefit Period
62	To SSNRA, or 3 years 6 months, whichever is longer
63	To SSNRA, or 3 years, whichever is longer
64	To SSNRA, or 2 years 6 months, whichever is longer
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69+	1 year

Other Features and Services

- 24 hour coverage, including coverage for work-related disabilities
- Employee Assistance Program
- Reasonable Accommodation Expense Benefit
- Rehabilitation Incentive Benefit
- Rehabilitation Plan Provision
- Return to Work Incentive
- Survivors Benefit
- Temporary Recovery Provision
- Waiver of Premium while Long Term Disability benefits are payable

This information is only a brief description of the group Long Term Disability insurance policy sponsored by City of Ormond Beach. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reduction in benefits, exclusions and when The Standard and City of Ormond Beach may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13271-D-FL-753274-C1 (10/17)

6957444-783181

Standard Insurance Company
 City of Ormond Beach
 Group Policy #753274
 Effective Date October 1, 2015



Group Long Term Disability Insurance

Group Long Term Disability insurance from Standard Insurance Company helps provide financial protection for insured members by promising to pay a monthly benefit in the event of a covered disability.

The cost of this insurance is paid by City of Ormond Beach.

Eligibility

Definition of a Member	You are a member if you are a regular employee of City of Ormond Beach, actively working at least 35.9 hours per week, and a citizen or resident of the United States or Canada. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.
Class Definition	Class 2 - Safety Members
Eligibility Waiting Period	You are eligible on the first of the month that follows or coincides with 30 consecutive days as a member.

Benefits

Monthly Benefit	50 percent of the first \$10,000 of monthly predisability earnings, reduced by deductible income (e.g., work earnings, workers' compensation, state disability, etc.)
Maximum Monthly Benefit	\$5,000
Minimum Monthly Benefit	\$100
Benefit Waiting Period	180 days

Group Long Term Disability Insurance

Definition of Disability

For the benefit waiting period and the first 12 months that Long Term Disability benefits are payable, you will be considered disabled if, as a result of physical disease, injury, pregnancy or mental disorder:

- You are unable to perform with reasonable continuity the material duties of your own occupation, and
- You suffer a loss of at least 20 percent of your predisability earnings when working in your own occupation.

You are not considered disabled merely because your right to perform your own occupation is restricted, including a restriction or loss of license.

After the own occupation period of disability, you will be considered disabled if, as a result of a physical disease, injury, pregnancy or mental disorder, you are unable to perform with reasonable continuity the material duties of any occupation.

Maximum Benefit Period

If you become disabled before age 62, Long Term Disability benefits may continue during disability until age 65 or to the Social Security Normal Retirement Age (SSNRA) or 3 years 6 months, whichever is longest. If you become disabled at age 62 or older, the benefit duration is determined by the age when disability begins:

Age	Maximum Benefit Period
62	To SSNRA, or 3 years 6 months, whichever is longer
63	To SSNRA, or 3 years, whichever is longer
64	To SSNRA, or 2 years 6 months, whichever is longer
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69+	1 year

Other Features and Services

- 24 hour coverage, including coverage for work-related disabilities
- Employee Assistance Program
- Reasonable Accommodation Expense Benefit
- Rehabilitation Incentive Benefit
- Rehabilitation Plan Provision
- Return to Work Incentive
- Survivors Benefit
- Temporary Recovery Provision
- Waiver of Premium while Long Term Disability benefits are payable

This information is only a brief description of the group Long Term Disability insurance policy sponsored by City of Ormond Beach. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reduction in benefits, exclusions and when The Standard and City of Ormond Beach may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13271-D-FL-753274-C2 (9/22)

7161232-902531

Standard Insurance Company
 City of Ormond Beach
 Group Policy #753274
 Effective Date October 1, 2015



Group Long Term Disability Insurance

Group Long Term Disability insurance from Standard Insurance Company helps provide financial protection for insured members by promising to pay a monthly benefit in the event of a covered disability.

The cost of this insurance is paid by City of Ormond Beach.

Eligibility

Definition of a Member	You are a member if you are a regular employee of City of Ormond Beach, actively working at least 35.9 hours per week, and a citizen or resident of the United States or Canada. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.
Class Definition	Class 3 - All other Members, other than Elected Officials, Department Heads, Division Managers and Safety Members
Eligibility Waiting Period	You are eligible on the first of the month that follows or coincides with 30 consecutive days as a member.

Benefits

Monthly Benefit	50 percent of the first \$10,000 of monthly predisability earnings, reduced by deductible income (e.g., work earnings, workers' compensation, state disability, etc.)
Maximum Monthly Benefit	\$5,000
Minimum Monthly Benefit	\$100
Benefit Waiting Period	180 days

Group Long Term Disability Insurance

Definition of Disability

For the benefit waiting period and the first 24 months that Long Term Disability benefits are payable, you will be considered disabled if, as a result of physical disease, injury, pregnancy or mental disorder:

- You are unable to perform with reasonable continuity the material duties of your own occupation, and
- You suffer a loss of at least 20 percent of your predisability earnings when working in your own occupation.

You are not considered disabled merely because your right to perform your own occupation is restricted, including a restriction or loss of license.

After the own occupation period of disability, you will be considered disabled if, as a result of a physical disease, injury, pregnancy or mental disorder, you are unable to perform with reasonable continuity the material duties of any occupation.

Maximum Benefit Period

If you become disabled before age 62, Long Term Disability benefits may continue during disability until age 65 or to the Social Security Normal Retirement Age (SSNRA) or 3 years 6 months, whichever is longest. If you become disabled at age 62 or older, the benefit duration is determined by the age when disability begins:

Age	Maximum Benefit Period
62	To SSNRA, or 3 years 6 months, whichever is longer
63	To SSNRA, or 3 years, whichever is longer
64	To SSNRA, or 2 years 6 months, whichever is longer
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69+	1 year

Other Features and Services

- 24 hour coverage, including coverage for work-related disabilities
- Employee Assistance Program
- Reasonable Accommodation Expense Benefit
- Rehabilitation Incentive Benefit
- Rehabilitation Plan Provision
- Return to Work Incentive
- Survivors Benefit
- Temporary Recovery Provision
- Waiver of Premium while Long Term Disability benefits are payable

This information is only a brief description of the group Long Term Disability insurance policy sponsored by City of Ormond Beach. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reduction in benefits, exclusions and when The Standard and City of Ormond Beach may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13271-D-FL-753274-C3 (10/17)

6957444-783188

Executive Summary of Long Term Disability Coverage

City of Ormond Beach

January 01, 2023 - December 31, 2023

Monthly Eligible Payroll	\$1,301,312		
	Current		
Vendor	The Standard		
Class	Class 1	Class 2	Class 3
	Elected Officials, Department Heads & Division Managers	Safety Members	All Other Members than Class 1 & 2
Class Definition:			
Plan Details			
Elimination Period:	180 Days	180 Days	180 Days
Percent of Salary	50%	50%	50%
Maximum Monthly Benefit:	\$5,000	\$5,000	\$5,000
Benefit Period:	SSNRA	SSNRA	SSNRA
Integration:	Primary & Family	Primary & Family	Primary & Family
Definition of Disability:	2 Years Own Occ	1 Year Own Occ	2 Years Own Occ
And / Or	And	And	And
Earnings Test:	80% 60%	80% 60%	80% 60%
Pre-Existing Conditions:	3/12	3/12	3/12
Mental & Nervous Limitations:	24 Months	24 Months	24 Months
Self Reported Limitations:	24 Months	24 Months	24 Months
Return to Work Incentive:	Included	Included	Included
Worksite Modification:	Included	Included	Included
Rehabilitation Benefit:	Mandatory	Mandatory	Mandatory
EAP:	Included	Included	Included
Employer Contribution:	100%		
Participation Requirement:	100%		
Rate Guarantee:	1 Yr Remaining (01/01/2022 - 12/31/2023)		
Plan Rates	Current		
Rate / \$100 Covered Payroll	\$0.243		
Estimated Monthly Premiums:	\$3,162		
Estimated Annual Premiums:	\$37,946		



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Claire Whitley, Assistant City Manager

Date: October 18, 2022

Subject: 2023 Employee Life Insurance Coverage

Commission Goal: Governance - Other

Introduction

This is a request to approve a contract with Standard Insurance Company ("Standard") to provide employee life insurance coverage effective January 1, 2023.

Background

The City currently provides life insurance benefits to eligible employees on a non-contributory basis; retiree and dependent coverage may be purchased by the employee or retiree for an additional cost.

Discussion

This year's premium is part of a rate guarantee and will be renewed by Standard at a 0% premium increase. Standard is competitively priced and has not increased the premium rate since 2015, provides superior customer service, and offers the additional benefit of continuity of coverage for employees.

Citizen Impact

Providing a quality benefits package to City employees contributes to a fair and competitive work environment, which enables the City to recruit and retain staff for successful delivery of services to its residents.

Budget Impact

Based on current enrollment, the City's annual cost is estimated to be \$36,816 and is within the Fiscal Year 2022-2023 budget.

Recommendation

Staff recommends approval of a one-year contract with Standard to provide life insurance effective January 1, 2023.

Attachments:

- 22-134 Employee Life Ins-The Standard (P22-0162G) (PDF)
- Basic Life Benefit Summary- Class 1 (PDF)
- Basic Life Benefit Summary- Class 2 (PDF)
- Basic Life Benefit Summary- Class 3 (PDF)
- Executive Summary Group Life and AD&D (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/7/2022


Claire Whitley, Assistant City Manager 10/10/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/12/2022

RESOLUTION NO. 2022-134

A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE LIFE INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City, through its agent of record, solicited a proposal for employee life insurance benefits services (the "Project"), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the city's professional staff and its agent of record evaluated the proposal received and determined that the proposal submitted by Standard Insurance Company for the provision of employee life insurance benefits services at the premiums listed therein is in the best overall interest of the City, and has recommended that the said proposal (a copy of which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Manager has certified that the money for the payment of the services has been included in the FY 2022-2023 budget and has not been appropriated for any other purpose, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposal of Standard Insurance Company for the provision of employee life insurance benefits services is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Contract, in a form to be reviewed and approved by the City Attorney,

between the City and Standard Insurance Company for the provision of employee life insurance benefits services, and to pay the premiums therefore from the FY 2022-2023 budget.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Standard Insurance Company
 City of Ormond Beach
 Group Policy #753274
 Effective Date October 1, 2015



Group Basic Life and Accidental Death and Dismemberment Insurance

Group Basic Life insurance from Standard Insurance Company helps provide financial protection by promising to pay a benefit in the event of an eligible member's, or his or her dependent's covered death. Basic Accidental Death and Dismemberment (AD&D) insurance may provide an additional amount in the event of a covered death or dismemberment as a result of an accident.

The cost of this insurance is paid by City of Ormond Beach, except for the cost of your dependent's insurance, which is paid by you through payroll deduction. Enrollment materials needed to elect coverage will be provided.

Eligibility

Definition of a Member	You are a member if you are an active employee of City of Ormond Beach and regularly working at least 35.9 hours each week. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.
Class Definition	Class 1 - Active City Commissioners and Mayor
Eligibility Waiting Period	You are eligible on the first of the month that follows the date you become a member. Your dependents will need to provide acceptable evidence of good health if you elect coverage after initially becoming eligible.

Benefits

Basic Life Coverage Amount	Your Basic Life coverage amount is \$15,000.
Basic AD&D Coverage Amount	For a covered accidental loss of life, your Basic AD&D coverage amount is equal to your Basic Life coverage amount. For other covered losses, a percentage of this benefit will be payable.
Life and AD&D Age Reductions	Basic Life and AD&D insurance coverage amount reduces to 70 percent at age 70 and to 50 percent at age 75.
Basic Dependents Life Coverage Amount	The Basic Dependents Life coverage amount for your eligible spouse is \$5,000. Your spouse is the person to whom you are legally married. The Basic Dependents Life coverage amount for each of your eligible children is \$2,000. Child means your child from live birth through age 29.

Group Basic Life and Accidental Death and Dismemberment Insurance

Other Basic Life Features and Services

- Accelerated Benefit
- Life Services Toolkit
- Portability of Insurance Provision
- Repatriation Benefit
- Right to Convert Provision
- Standard Secure Access account payment option
- Travel Assistance
- Waiver of Premium

Other Basic AD&D Features

- Air Bag Benefit
- Family Benefits Package
- Seat Belt Benefit

This information is only a brief description of the group Basic Life/AD&D and Basic Dependents Life insurance policy sponsored by City of Ormond Beach. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reductions in benefits, exclusions and when The Standard and City of Ormond Beach may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For costs and more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13279-D-FL-753274-C1 (10/17)

6957444-783182

Standard Insurance Company
 City of Ormond Beach
 Group Policy #753274
 Effective Date October 1, 2015



Group Basic Life and Accidental Death and Dismemberment Insurance

Group Basic Life insurance from Standard Insurance Company helps provide financial protection by promising to pay a benefit in the event of an eligible member's, or his or her dependent's covered death. Basic Accidental Death and Dismemberment (AD&D) insurance may provide an additional amount in the event of a covered death or dismemberment as a result of an accident.

The cost of this insurance is paid by City of Ormond Beach, except for the cost of your dependent's insurance, which is paid by you through payroll deduction. Enrollment materials needed to elect coverage will be provided.

Eligibility

Definition of a Member	You are a member if you are an active employee of City of Ormond Beach and regularly working at least 35.9 hours each week. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.
Class Definition	Class 2 - Active Department Heads & Division Managers
Eligibility Waiting Period	You are eligible on the first of the month that follows the date you become a member. Your dependents will need to provide acceptable evidence of good health if you elect coverage after initially becoming eligible.

Benefits

Basic Life Coverage Amount	1 times your annual earnings to a maximum of \$100,000.
Basic AD&D Coverage Amount	For a covered accidental loss of life, your Basic AD&D coverage amount is equal to your Basic Life coverage amount. For other covered losses, a percentage of this benefit will be payable.
Life and AD&D Age Reductions	Basic Life and AD&D insurance coverage amount reduces to 70 percent at age 70 and to 50 percent at age 75.
Basic Dependents Life Coverage Amount	The Basic Dependents Life coverage amount for your eligible spouse is \$5,000. Your spouse is the person to whom you are legally married. The Basic Dependents Life coverage amount for each of your eligible children is \$2,000. Child means your child from live birth through age 29.

Group Basic Life and Accidental Death and Dismemberment Insurance

Other Basic Life Features and Services

- Accelerated Benefit
- Life Services Toolkit
- Portability of Insurance Provision
- Repatriation Benefit
- Right to Convert Provision
- Standard Secure Access account payment option
- Travel Assistance
- Waiver of Premium

Other Basic AD&D Features

- Air Bag Benefit
- Family Benefits Package
- Seat Belt Benefit

This information is only a brief description of the group Basic Life/AD&D and Basic Dependents Life insurance policy sponsored by City of Ormond Beach. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reductions in benefits, exclusions and when The Standard and City of Ormond Beach may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For costs and more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13279-D-FL-753274-C2 (10/17)

6957444-783185

Standard Insurance Company
 City of Ormond Beach
 Group Policy #753274
 Effective Date October 1, 2015



Group Basic Life and Accidental Death and Dismemberment Insurance

Group Basic Life insurance from Standard Insurance Company helps provide financial protection by promising to pay a benefit in the event of an eligible member's, or his or her dependent's covered death. Basic Accidental Death and Dismemberment (AD&D) insurance may provide an additional amount in the event of a covered death or dismemberment as a result of an accident.

The cost of this insurance is paid by City of Ormond Beach, except for the cost of your dependent's insurance, which is paid by you through payroll deduction. Enrollment materials needed to elect coverage will be provided.

Eligibility

Definition of a Member	You are a member if you are an active employee of City of Ormond Beach and regularly working at least 35.9 hours each week. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.
Class Definition	Class 3 - All Other Active Members, other than Active City Commissioners & Mayor and Active Department Heads & Division Managers
Eligibility Waiting Period	You are eligible on the first of the month that follows or coincides with 30 consecutive days as a member. Your dependents will need to provide acceptable evidence of good health if you elect coverage after initially becoming eligible.

Benefits

Basic Life Coverage Amount	1 times your annual earnings to a maximum of \$100,000.
Basic AD&D Coverage Amount	For a covered accidental loss of life, your Basic AD&D coverage amount is equal to your Basic Life coverage amount. For other covered losses, a percentage of this benefit will be payable.
Life and AD&D Age Reductions	Basic Life and AD&D insurance coverage amount reduces to 70 percent at age 70 and to 50 percent at age 75.

Group Basic Life and Accidental Death and Dismemberment Insurance

Basic Dependents Life Coverage Amount

The Basic Dependents Life coverage amount for your eligible spouse is \$5,000. Your spouse is the person to whom you are legally married.

The Basic Dependents Life coverage amount for each of your eligible children is \$2,000. Child means your child from live birth through age 29.

Other Basic Life Features and Services

- Accelerated Benefit
- Life Services Toolkit
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Other Basic AD&D Features

- Air Bag Benefit
- Family Benefits Package
- Seat Belt Benefit

This information is only a brief description of the group Basic Life/AD&D and Basic Dependents Life insurance policy sponsored by City of Ormond Beach. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reductions in benefits, exclusions and when The Standard and City of Ormond Beach may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For costs and more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13279-D-FL-753274-C3 (10/17)

6957444-783186

Executive Summary of Group Life & AD&D Coverage

City of Ormond Beach

January 1, January 01, 2023 - December 31, 2023

Basic Life:	15,733,200
AD&D:	15,733,200
Retirees:	2,158,500

	Current
Vendor	Standard

Class Definition Plan Details:	Benefit	Maximum	Guarantee Issue
Class 1: City Commissioners & Mayor	\$15,000	\$15,000	\$15,000
Class 2: Department Heads & Division Manager	1x's Salary	\$100,000	\$100,000
Class 3: All Other Active Employees	1x's Salary	\$100,000	\$100,000
Class 4: Retirees	\$15,000	\$15,000	\$15,000

Plan Details (Dependent):	
Spouse	\$5,000
Child (Birth - 29 Years)	\$2,000

Reduction Schedule:	30% at age 70 50% at age 75
---------------------	--------------------------------

Waiver of Premium:	Included (Classes 1-3)
Conversion:	Included
Accelerated Death Benefit:	Included (Classes 1-3)
Seatbelt/Safe Driver Benefit:	Included (Classes 1-3)
Actively at Work	Included

Employer Contribution:	100% (Classes 1-3)
Participation Requirement:	100% (Classes 1-3)
Rate Guarantee:	1 Yr Remaining (01/01/2022 - 12/31/2023)

Plan Rates	Current
Basic Life	\$0.165
AD&D	\$0.030
Basic Life (Retirees) (Not included in premium)	\$2.040
Dependent (Not included in premium)	\$1.61
Estimated Monthly Premiums:	\$3,068
Estimated Annual Premiums:	\$36,816

Notes: *Retirees are 100% Voluntary and are eligible for life only



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Claire Whitley, Assistant City Manager

Date: October 18, 2022

Subject: 2023 Voluntary Life Insurance Coverage

Commission Goal: Governance - Other

Introduction

This is a request to approve a contract with Standard Insurance Company ("Standard") to provide voluntary life insurance coverage effective January 1, 2023.

Background

Voluntary life insurance coverage is offered to City employees as a supplemental option to the basic life insurance provided for and paid by the City. This coverage is offered on a voluntary basis only and, if elected, is purchased at the employee's cost.

Discussion

Standard proposed a renewal of the current plan at a 0% premium increase. Standard is competitively priced and has not increased premium rates since 2015, provides superior customer service, and offers the additional benefit of continuity of coverage for employees.

Citizen Impact

Offering convenient and affordable supplemental insurance coverage supports the City's goal of providing a quality benefits package to its employees, which contributes to a fair and competitive work environment, which enables the City to recruit and retain staff for successful delivery of services to its residents.

Budget Impact

There is no budget impact to the City as the premiums will be fully paid by the employees through payroll deduction.

Recommendation

Staff recommends approval of a one-year contract with Standard to provide voluntary life insurance effective January 1, 2023.

Attachments:

- 22-135 Voluntary Life-The Standard (P22-0159G) (PDF)
- Additional Life Benefit Summary (PDF)
- Executive Summary Voluntary Life 2023 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/7/2022


Claire Whitley, Assistant City Manager 10/10/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/12/2022

RESOLUTION NO. 2022-135

A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City, through its agent of record, solicited a proposal for employee voluntary life insurance benefits services (the "Project"), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the city's professional staff and its agent of record evaluated the proposal received and determined that the proposal submitted by Standard Insurance Company for the provision of employee voluntary life insurance benefits services at the premiums listed therein is in the best overall interest of the City, and has recommended that the said proposal (a copy of which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Manager has certified that the money for the payment of the services has been included in the FY 2022-2023 budget and has not been appropriated for any other purpose, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposal of Standard Insurance Company for the provision of employee voluntary life insurance benefits services is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Contract, in a form to be reviewed and approved by the City Attorney,

between the City and Standard Insurance Company for the provision of employee voluntary life insurance benefits services, and to pay the premiums therefore from the FY 2022-2023 budget.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Standard Insurance Company
City of Ormond Beach
Group Policy #753274



Group Additional Life Insurance

Help protect your loved ones from financial hardship.

This coverage is designed to help provide financial support and stability to your family should you pass away. You can also cover your eligible spouse and child(ren). Life insurance is an easy, responsible way to help protect your family from financial hardship during a difficult time — and into the future.



This plan offers:

- Competitive group rates
- The convenience of payroll deduction
- Benefits if you become terminally ill or die

? About This Coverage

If you take no action you'll be covered under Basic Life insurance provided you meet the eligibility requirements. Consider whether that would be enough to help your family meet daily expenses, maintain their standard of living, pay off debt and fund your children's education. If not, you may want to apply for additional coverage now.

How Much Can I Apply For?

The coverage amount for your spouse cannot exceed 100 percent of your Additional Life coverage. The coverage amount for your child(ren) cannot exceed 100 percent of your Additional Life coverage.

For You:	\$10,000 – \$300,000 in increments of \$10,000
For Your Spouse:	\$5,000 – \$50,000 in increments of \$5,000
For Your Child(ren):	\$5,000 – \$10,000 in increments of \$5,000

What is the Guarantee Issue Maximum?

Depending on your eligibility, this is the maximum amount of coverage you may apply for during initial enrollment without answering health questions.

For You:	Up to \$150,000
For Your Spouse:	Up to \$30,000

See the Important Details section for more information, including requirements, exclusions, age reductions and definitions.

☰ Additional Feature

Accelerated Benefit

If you become terminally ill, you may be eligible to receive up to 75 percent of your combined Basic and Additional Life benefit to a maximum of \$500,000.

How Much Life Insurance Do You Need?

How much Life insurance do you need?

After a death in the family, there are many unexpected expenses. Your benefits could help your family pay for:

- Outstanding debt
- Burial expenses
- Medical bills
- Your children's education
- Daily expenses

To estimate your insurance needs, you'll need to consider your unique circumstances. Use our online calculator at **www.standard.com/life/needs**.

\$How Much Your Coverage Costs

Your Basic Life insurance is paid for by City of Ormond Beach. If you choose to purchase Additional Life coverage, you'll have access to competitive group rates, which may be more affordable than those available through individual insurance. You'll also have the convenience of having your premium deducted directly from your paycheck. How much your premium costs depends on a number of factors, such as your age and the benefit amount.

Use this formula to calculate your premium payment:

$$\underline{\hspace{2cm}} \div 1000 = \underline{\hspace{2cm}} \times \underline{\hspace{2cm}} = \underline{\hspace{2cm}} \rightarrow \underline{\hspace{2cm}}$$

Enter the amount of coverage you are requesting (see benefit amounts in the About This Coverage section).

Enter your rate from the rate table.

This amount is an estimate of how much you would pay each month.

To get a sense of your semimonthly premium, divide your monthly premium amount by 2.

If you buy coverage for your spouse, your monthly rate is shown in the table below. Use the same formula to calculate the premium that you used for yourself, but use your age and your spouse's rate.

If you buy Dependents Life coverage for your child(ren), your monthly rate is \$0.20 per \$1,000, no matter how many children you're covering.

Age (as of last January 1)	Your Rate (Per \$1,000 of Total Coverage)	Your Spouse's Rate (Per \$1,000 of Total Coverage)
<30	\$0.10	\$0.10
30–34	\$0.11	\$0.11
35–39	\$0.13	\$0.13
40–44	\$0.19	\$0.19
45–49	\$0.29	\$0.29
50–54	\$0.42	\$0.42
55–59	\$0.62	\$0.62
60–64	\$1.13	\$1.13
65–69	\$1.94	\$1.94
70–74	\$2.15	\$2.15
75+	\$4.10	\$4.10

Group Additional Life Insurance

Employee Life Semi-Monthly Premiums

Coverage Amount	Employee's Age as of last January 1										
	< 30	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74*	75+*
\$10,000	0.50	0.55	0.65	0.95	1.45	2.10	3.10	5.65	9.70	7.53	10.25
\$20,000	1.00	1.10	1.30	1.90	2.90	4.20	6.20	11.30	19.40	15.05	20.50
\$30,000	1.50	1.65	1.95	2.85	4.35	6.30	9.30	16.95	29.10	22.58	30.75
\$40,000	2.00	2.20	2.60	3.80	5.80	8.40	12.40	22.60	38.80	30.10	41.00
\$50,000	2.50	2.75	3.25	4.75	7.25	10.50	15.50	28.25	48.50	37.63	51.25
\$60,000	3.00	3.30	3.90	5.70	8.70	12.60	18.60	33.90	58.20	45.15	61.50
\$70,000	3.50	3.85	4.55	6.65	10.15	14.70	21.70	39.55	67.90	52.68	71.75
\$80,000	4.00	4.40	5.20	7.60	11.60	16.80	24.80	45.20	77.60	60.20	82.00
\$90,000	4.50	4.95	5.85	8.55	13.05	18.90	27.90	50.85	87.30	67.73	92.25
\$100,000	5.00	5.50	6.50	9.50	14.50	21.00	31.00	56.50	97.00	75.25	102.50
\$110,000	5.50	6.05	7.15	10.45	15.95	23.10	34.10	62.15	106.70	82.78	112.75
\$120,000	6.00	6.60	7.80	11.40	17.40	25.20	37.20	67.80	116.40	90.30	123.00
\$130,000	6.50	7.15	8.45	12.35	18.85	27.30	40.30	73.45	126.10	97.83	133.25
\$140,000	7.00	7.70	9.10	13.30	20.30	29.40	43.40	79.10	135.80	105.35	143.50
\$150,000	7.50	8.25	9.75	14.25	21.75	31.50	46.50	84.75	145.50	112.88	153.75
\$160,000	8.00	8.80	10.40	15.20	23.20	33.60	49.60	90.40	155.20	120.40	164.00
\$170,000	8.50	9.35	11.05	16.15	24.65	35.70	52.70	96.05	164.90	127.93	174.25
\$180,000	9.00	9.90	11.70	17.10	26.10	37.80	55.80	101.70	174.60	135.45	184.50
\$190,000	9.50	10.45	12.35	18.05	27.55	39.90	58.90	107.35	184.30	142.98	194.75
\$200,000	10.00	11.00	13.00	19.00	29.00	42.00	62.00	113.00	194.00	150.50	205.00
\$210,000	10.50	11.55	13.65	19.95	30.45	44.10	65.10	118.65	203.70	158.03	215.25
\$220,000	11.00	12.10	14.30	20.90	31.90	46.20	68.20	124.30	213.40	165.55	225.50
\$230,000	11.50	12.65	14.95	21.85	33.35	48.30	71.30	129.95	223.10	173.08	235.75
\$240,000	12.00	13.20	15.60	22.80	34.80	50.40	74.40	135.60	232.80	180.60	246.00
\$250,000	12.50	13.75	16.25	23.75	36.25	52.50	77.50	141.25	242.50	188.13	256.25
\$260,000	13.00	14.30	16.90	24.70	37.70	54.60	80.60	146.90	252.20	195.65	266.50
\$270,000	13.50	14.85	17.55	25.65	39.15	56.70	83.70	152.55	261.90	203.18	276.75
\$280,000	14.00	15.40	18.20	26.60	40.60	58.80	86.80	158.20	271.60	210.70	287.00
\$290,000	14.50	15.95	18.85	27.55	42.05	60.90	89.90	163.85	281.30	218.23	297.25
\$300,000	15.00	16.50	19.50	28.50	43.50	63.00	93.00	169.50	291.00	225.75	307.50

* Coverage amounts for ages 70 and over reduce due to age reduction (see Life Insurance Age Reductions section).

Spouse Life Semi-Monthly Premiums

Coverage	Employee's Age as of last January 1										
Amount	< 30	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74*	75+*
\$5,000	0.25	0.28	0.33	0.48	0.73	1.05	1.55	2.83	4.85	3.76	5.13
\$10,000	0.50	0.55	0.65	0.95	1.45	2.10	3.10	5.65	9.70	7.53	10.25
\$15,000	0.75	0.83	0.98	1.43	2.18	3.15	4.65	8.48	14.55	11.29	15.38
\$20,000	1.00	1.10	1.30	1.90	2.90	4.20	6.20	11.30	19.40	15.05	20.50
\$25,000	1.25	1.38	1.63	2.38	3.63	5.25	7.75	14.13	24.25	18.81	25.63
\$30,000	1.50	1.65	1.95	2.85	4.35	6.30	9.30	16.95	29.10	22.58	30.75
\$35,000	1.75	1.93	2.28	3.33	5.08	7.35	10.85	19.78	33.95	26.34	35.88
\$40,000	2.00	2.20	2.60	3.80	5.80	8.40	12.40	22.60	38.80	30.10	41.00
\$45,000	2.25	2.48	2.93	4.28	6.53	9.45	13.95	25.43	43.65	33.86	46.13
\$50,000	2.50	2.75	3.25	4.75	7.25	10.50	15.50	28.25	48.50	37.63	51.25

* Coverage amounts for ages 70 and over reduce due to age reduction (see Life Insurance Age Reductions section).

Child Life Semi-Monthly Premiums

Coverage Amount	Premium
\$5,000	0.50
\$10,000	1.00

Important Details

Here's where you'll find the nitty-gritty details about the plan.

Eligibility Requirements

To be eligible for coverage, you must be:

- An active employee of City of Ormond Beach
- Regularly working at least 35.9 hours per week
- Insured for Basic Life insurance through The Standard to qualify for Additional Life insurance

Temporary and seasonal employees, full-time members of the armed forces, leased employees and independent contractors are not eligible.

If you buy Additional Life insurance for yourself, you may also buy additional coverage for your eligible children and/or spouse. This is called Dependents Life insurance. You can choose to cover your spouse, meaning a person to whom you are legally married. Child means your child from live birth through age 29. Your child cannot be insured by more than one employee. Your spouse or child(ren) must not be full-time member(s) of the armed forces. You cannot be insured as both an individual and a dependent.

Medical Underwriting Approval

Required for:

- Coverage amounts higher than the guarantee issue maximum amount
- All late applications (applying 31 days after becoming eligible)
- Requests for coverage increases
- Reinstatements
- Eligible but not insured under the prior life insurance plan

Visit www.standard.com/mhs to submit a medical history statement online.

Coverage Effective Date

To become insured, you must

- Meet the eligibility requirements listed in the previous sections,
- Serve an eligibility waiting period*,
- Receive medical underwriting approval (if applicable),
- Apply for coverage and agree to pay premium, and
- Be actively at work (able to perform all normal duties of your job) on the day before the insurance is scheduled to be effective.

If you are not actively at work on the day before the

scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of active work as an eligible employee. Contact your human resources representative or plan administrator for further information about the applicable coverage effective date for your coverage.

*The eligibility waiting period varies; contact your human resources representative for details.

Life Insurance Age Reductions

Under this plan, your coverage amount reduces 70 percent at age 70 and to 50 percent at age 75. Your spouse's coverage amount reduces by your age as follows: 70 percent at age 70 and to 50 percent at age 75. If you are age 70 or over, ask your human resources representative or plan administrator for the amount of coverage available.

Waiver of Premium

Your premiums may be waived if you:

- Become totally disabled while insured under this plan,
- Are under age 60, and
- Complete a waiting period of 180 days.

If these conditions are met, your Life insurance coverage may continue without cost until age 65, provided you give us satisfactory proof that you remain totally disabled.

Portability

If your insurance ends because your employment terminates, you may be eligible to buy portable group insurance coverage from The Standard.

Conversion

If your insurance reduces or ends, you may be eligible to convert your existing Life insurance to an individual life insurance policy without submitting proof of good health.

Exclusions

Subject to state variations, you and your dependents are not covered for death resulting from suicide or other intentionally self-inflicted injury, while sane or insane. The amount payable will exclude amounts that have not been continuously in effect for at least two years on the date of death.

Group Additional Life Insurance

When Your Insurance Ends

Your insurance ends automatically when any of the following occur:

- The date the last period ends for which a premium was paid
- The date your employment terminates
- The date you cease to meet the eligibility requirements (insurance may continue for limited periods under certain circumstances)
- The date the group policy, or your employer's coverage under the group policy, terminates
- For each elective insurance coverage, the date that coverage terminates under the group policy

In addition to the above requirements, your Dependents Life coverage ends automatically on the date your dependent ceases to meet the eligibility requirements for a dependent.

For more details on when your insurance ends, contact your human resources representative or plan administrator.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 12506-D-AL-FL-753274 (10/17)

6957444-783183

Group Insurance Certificate

If coverage becomes effective and you become insured, you will receive a group insurance certificate containing a detailed description of the insurance coverage, including the definitions, exclusions, limitations, reductions and terminating events. The controlling provisions will be in the group policy. The information present in this summary does not modify the group policy, certificate or the insurance coverage in any way.

About Standard Insurance Company

For more than 100 years, we have been dedicated to our core purpose: to help people achieve financial well-being and peace of mind. Headquartered in Portland, Oregon, The Standard is a nationally recognized provider of group employee benefits. To learn more about products from The Standard, visit us at www.standard.com.

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of Portland, Oregon, in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.

GP190-LIFE/S399, GP399-LIFE/TRUST, GP899-LIFE,
GP190-LIFE/A997/S399, GP411-LIFE

Executive Summary of Voluntary Group Life & AD&D Coverage

City of Ormond Beach

January 01, 2023 - December 31, 2023

Current		
Vendor	The Standard	
Plan Details (Employee)		
Benefit (Increments of):	\$10,000	
Not to Exceed:	\$300,000	
Maximum Benefit:	\$300,000	
Guarantee Issue:	\$150,000	
Plan Details (Dependent)		
Spouse Benefit (Increments of):	\$5,000	
Maximum Benefit:	\$50,000	
Guarantee Issue:	\$30,000	
Not to Exceed:	100% of employee amount	
Child(ren) Benefit:	Birth - 29 Years	\$5,000 or \$10,000
Full-Time Student:	29 Years	
Reduction Schedule:	30% at age 70 50% at age 75	
Waiver of Premium:	Included	
Portability:	Included	
Accelerated Death Benefit:	Included	
Seatbelt/Safe Driver Benefit:	Not Included	
Actively at Work:	Included	
Employer Contribution:	0%	
Participation Requirement:	32%	
Rate Guarantee:	1 Yr Remaining (01/01/2022 - 12/31/2023)	
Plan Rates per \$1,000	Current	
	Employee	Spouse
Under 20	\$0.100	\$0.100
Age 20 - 24	\$0.100	\$0.100
Age 25 - 29	\$0.100	\$0.100
Age 30 - 34	\$0.110	\$0.110
Age 35 - 39	\$0.130	\$0.130
Age 40 - 44	\$0.190	\$0.190
Age 45 - 49	\$0.290	\$0.290
Age 50 - 54	\$0.420	\$0.420
Age 55 - 59	\$0.620	\$0.620
Age 60 - 64	\$1.130	\$1.130
Age 65 - 69	\$1.940	\$1.940
Age 70 - 74	\$2.150	\$2.150
Age 75 - 79	\$4.100	\$4.100
Age 80 - 84	\$4.100	\$4.100
Age 85 - 89	\$4.100	\$4.100
Age 90+	\$4.100	\$4.100
AD&D	N/A	N/A
Child	\$0.200	
AD&D	N/A	

Notes:

*Retirees are not eligible

Premium Calculation

Step 1: Benefit ____ / 1000 = ____ # Units

Step 2: # Units ____ x ____ Age-banded Rate = \$ ____ Premium Per Month

Example: 44 year old, \$200,000 Benefit

\$200,000 / 1000 = 200 Units

200 x Age 44 rate = \$38.00



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Claire Whitley, Assistant City Manager

Date: October 18, 2022

Subject: 2023 Voluntary Short Term Disability Insurance Coverage

Commission Goal: Governance - Other

Introduction

This is a request to approve a contract with Standard Insurance Company ("Standard") to provide voluntary short-term disability insurance coverage effective January 1, 2023.

Background

The City began offering a voluntary short-term disability policy with the 2018 plan year. Coverage is on a voluntary basis, purchased at the employee's cost.

Discussion

Short term disability coverage provides critical wage replacement benefits in the event an employee is unable to work due to a non-work-related illness or injury prior to being eligible for long term disability benefits. This year's premium is part of a rate guarantee and will be renewed by Standard at a 0% premium increase. Standard is competitively priced and has not increased premium rates since implementing coverage in 2018, provides superior customer service, and offers the additional benefit of continuity of coverage for employees.

Citizen Impact

Offering convenient and affordable supplemental insurance coverage supports the City's goal of providing a quality benefits package to its employees, which contributes to a fair and competitive work environment, which enables the City to recruit and retain staff for successful delivery of services to its residents.

Budget Impact

There is no budget impact to the City as the premiums will be fully paid by the

employees through payroll deduction.

Recommendation

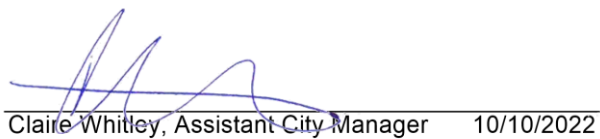
Staff recommends approval of a one-year contract with Standard to provide voluntary short-term disability insurance effective January 1, 2023.

Attachments:

- 22-136 Vol ShortTerm Disability (P22-0158G)docx (PDF)
- STD Benefit Summary (PDF)
- Executive Summary Short Term Disability 2023 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/7/2022


Claire Whitley, Assistant City Manager 10/10/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/12/2022

RESOLUTION NO. 2022-136

A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARD INSURANCE COMPANY FOR THE PROVISION OF EMPLOYEE VOLUNTARY SHORT-TERM DISABILITY INSURANCE BENEFITS SERVICES; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City, through its agent of record, solicited a proposal for employee voluntary short-term disability insurance benefits services (the "Project"), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the city's professional staff and its agent of record evaluated the proposal received and determined that the proposal submitted by Standard Insurance Company for the provision of employee voluntary short-term disability insurance benefits at the premiums listed therein is in the best overall interest of the City, and has recommended that the said proposal (a copy of which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Manager has certified that the money for the payment of the services has been included in the FY 2022-2023 budget and has not been appropriated for any other purpose, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposal of Standard Insurance Company for the provision of employee voluntary short term disability insurance benefits services is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Contract, in a form to be reviewed and approved by the City Attorney, between the City and Standard Insurance Company for the provision of employee voluntary short-

term disability insurance benefits services, and to pay the premiums therefore from the FY 2022-2023 budget.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Standard Insurance Company
City of Ormond Beach
Group Policy #753274



Group Short Term Disability Insurance

Protect your income and those who depend on it.

This coverage replaces a portion of your income when you can't work because of a qualifying disability. Even if you're healthy now, it's important to protect yourself and the people who count on your income. This insurance can help you pay the bills when you're unable to work.



This plan offers:

- Competitive group rates
- The convenience of payroll deduction
- Benefits for a qualifying disability that is not work-related

🔍 About This Coverage

See the Important Details section for more information, including requirements, exclusions and definitions.

What Your Benefit Provides

This is the benefit you'd receive if you were to suffer a qualifying disability. Eligible earnings are your weekly insured predisability earnings, as defined by the group policy. Your benefit amount will be reduced by deductible income; see the Important Details section for a list of deductible income sources.

60% of your eligible earnings, up to a maximum benefit of **\$1,500** per week. Plan minimum **\$15** per week.

Benefit Waiting Period

If you suffer a qualifying disability, your benefit waiting period is the length of time you must be continuously disabled before you can begin receiving your weekly benefit.

7 days for accidental injury
7 days for physical disease, pregnancy or mental disorder

How Long Your Benefits Last

This is the maximum length of time you could be eligible to receive a weekly disability benefit.

180 days

Group Short Term Disability Insurance

💰How Much Your Coverage Costs

Because this insurance is offered through City of Ormond Beach, you'll have access to competitive group rates that may be more affordable than those available through individual insurance. You'll also have the convenience of having your premium deducted directly from your paycheck. How much your premium costs depends on a number of factors, such as your age and benefit amount.

Use this formula to calculate your premium payment:

$$\text{Enter your weekly earnings (cannot be more than \$2,500).} \times 0.60 \times \text{Enter your rate from the rate table.} \div 10 = \text{This amount is an estimate of how much you'd pay each month.}$$

➔ To get a sense of your semimonthly premium, divide your monthly premium amount by 2.

Your Age (as of January 1)	Rate per \$10 of weekly benefit
<30	\$0.624
30–34	\$0.695
35–39	\$0.548
40–44	\$0.513
45–49	\$0.617
50–54	\$0.715
55–59	\$0.981
60+	\$1.202

Not being able to work also means not being able to earn a paycheck.

As you consider Short Term Disability insurance, think about the expenses you would need to cover if you were to become disabled:

- Mortgage or rent
- Utilities
- Groceries
- Medical bills
- Car insurance
- Childcare costs

To estimate your insurance needs, you'll need to consider your unique circumstances.

Use our online calculator at www.standard.com/disability/needs.

Important Details

Here's where you'll find the nitty-gritty details about the plan.

Eligibility Requirements

To be eligible for coverage, you must be:

- An active employee of City of Ormond Beach
- Regularly working at least 35.9 hours per week
- A member of Class 1 - City Commissioners and Mayor
OR Class 2 - Department Heads and Division Managers
OR Class 3 - All other Members
- A citizen or resident of the United States or Canada

Temporary and seasonal employees, full-time members of the armed forces, leased employees and independent contractors are not eligible.

Employee Coverage Effective Date

To become insured, you must:

- Meet the eligibility requirements listed above
- Serve an eligibility waiting period*
- Apply for coverage and agree to pay premiums
- Receive medical underwriting approval (if applicable)
- Be actively at work (able to perform all normal duties of your job) on the day before the scheduled effective date of insurance

If you are not actively at work on the day before the scheduled effective date of insurance, your insurance will not become effective until the day after you complete one full day of active work as an eligible employee.

All late applications (applying 31 days after becoming eligible), requests for coverage increases and reinstatements are subject to medical underwriting approval. Employees eligible but not insured under the prior short term disability insurance plan are also subject to medical underwriting approval. Please contact your human resources representative or plan administrator for more information regarding the requirements that must be satisfied for your insurance to become effective.

*Class 1 & 2 - Defined as first of the month that follows the date you become a member

*Class 3 - Defined as first of the month that follows or coincides with 30 consecutive days as a member

Definition of Disability

You will be considered disabled if, as a result of physical disease, injury, pregnancy or mental disorder:

- You are unable to perform with reasonable continuity the material duties of your own occupation, or
- You are unable to earn more than 80 percent of your predisability earnings when you work for your employer.

Exclusions

Subject to state variations, you are not covered for a disability caused or contributed to by any of the following:

- An intentionally self-inflicted injury, while sane or insane
- War or any act of war (declared or undeclared, and any substantial armed conflict between organized forces of a military nature)
- An activity arising out of or in the course of any employment for wage or profit

Limitations

Short Term Disability benefits are not payable for any period when you are:

- Not under the ongoing care of a physician in the appropriate specialty, as determined by The Standard
- Eligible to receive benefits for your disability under a workers' compensation law or similar law

When Your Benefits End

Your Short Term Disability benefits end automatically on the date any of the following occur:

- You are no longer disabled
- Your maximum benefit period ends
- Long term disability benefits become payable to you under a Long Term Disability plan issued by The Standard
- You pass away
- The date you begin working for an employer other than your employer, or become self-employed

Deductible Income

Your benefits will be reduced if you have deductible income, which is income you receive or are eligible to receive while receiving Short Term Disability benefits. Deductible income includes:

- Sick pay or other forms of salary continuation paid to you by your employer
- Amounts under unemployment compensation law
- Amounts under any state disability income benefit law or similar law
- Earnings from work activity while you are disabled
- Earnings or compensation included in your predisability earnings which you receive or are eligible to receive while Short Term Disability benefits are payable

Group Short Term Disability Insurance

- Any amount you receive by compromise, settlement or other method as a result of a claim for any of the above

When Your Insurance Ends

Your insurance ends automatically when any of the following occur:

- The date the last period ends for which a premium was paid
- The date your employment terminates
- The date the group policy (or your employer's coverage under the group policy) terminates
- The date you cease to meet the eligibility requirements (insurance may continue for limited periods under certain circumstances)
- The date City of Ormond Beach ends participation in the group policy

Group Insurance Certificate

If coverage becomes effective and you become insured, you will receive a group insurance certificate containing a detailed description of the insurance coverage, including the definitions, exclusions, limitations, reductions and terminating events. The controlling provisions will be in the group policy. The information present in this summary does not modify the group policy, certificate or the insurance coverage in any way.

About Standard Insurance Company

For more than 100 years, we have been dedicated to our core purpose: to help people achieve financial well-being and peace of mind. Headquartered in Portland, Oregon, The Standard is a nationally recognized provider of group employee benefits. To learn more about products from The Standard, visit us at **www.standard.com**.

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of Portland, Oregon, in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.

GP399-STD/TRUST, Series 90 (FL/MD/VT)

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 12504-D-FL-753274 (11/21)

6953757-783189

Executive Summary of Short Term Disability Coverage

City of Ormond Beach

January 01, 2022 - December 31, 2022

	Current
Vendor	The Standard
Plan Details	
Elimination Period (Accident):	7 Days
Elimination Period (Sickness):	7 Days
Percent of Salary	60%
Maximum Weekly Benefit (per week):	\$1,500
Duration of Benefits (days):	180
Pre-Existing Conditions:	None
FICA Match:	No
Employer Contribution:	0%
Participation Requirement:	Greater of 25% or 10 Enrolled
Rate Guarantee:	1 Yr Remaining (01/01/2022 - 12/31/2023)
Rate / \$10 Benefit	Current
Under 20	\$0.624
Age 20 - 24	\$0.624
Age 25 - 29	\$0.624
Age 30 - 34	\$0.695
Age 35 - 39	\$0.548
Age 40 - 44	\$0.513
Age 45 - 49	\$0.617
Age 50 - 54	\$0.715
Age 55 - 59	\$0.981
Age 60 - 64	\$1.202
Age 65 - 69	\$1.202
Age 70 - 74	\$1.202
Age 75 - 79	\$1.202
Age 80 - 84	\$1.202
Age 85 - 89	\$1.202
Age 90+	\$1.202

Notes:

Calculation:

Step 1: Annual Salary _____ / 52 = _____ Weekly Salary

Step 2: Weekly Salary _____ x _____ % Percentage of Benefit = _____ Weekly Benefit*

Step 3: Weekly Benefit _____ / 10 = _____ # Units

Step 4: # Units _____ x _____ Rate = \$ _____ Premium Per Month

*Subject to maximum weekly benefit.

Example: 44 year old, \$50,000 annual salary

Step 1: \$50,000.00 / 52 = \$961.54 Weekly Salary

Step 2: \$961.54 x .60 = \$576.92 Weekly Benefit

Step 3: \$576.92 / 10 (Units) = 57.69 Units

Step 4: 57.69 x Age 44 = \$29.59



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Claire Whitley, Assistant City Manager

Date: October 18, 2022

Subject: Firefighters Association, Local 3499, IAFF, Contract

Commission Goal: Governance - Multi-Year Employment Agreements

Introduction

This is a request for City Commission approval of a collective bargaining agreement between the City of Ormond Beach and the Ormond Beach Firefighters' Association, Local 3499 ("IAFF"). The proposed agreement will become effective on the date it is last executed by the respective parties and will remain in effect until September 30, 2025, or until a new agreement is reached.

Background

Negotiations for a new contract with the IAFF began in February of 2022. Several bargaining sessions between City staff and the union were held throughout this process, after which a proposed collective bargaining agreement was presented to covered employees. Employees included in the IAFF bargaining unit voted in favor of ratifying the proposed contract.

Discussion

Changes to the collective bargaining agreement are included in the attached documents and highlighted below:

Article 7 - Temporary Assignment to a Higher Classification:

- Revised language to be more flexible in determining the clearing process for working higher class.

Article 8 - Promotions:

- Revised minimum passing score for promotions to be a total of 70%, rather than requiring a 70% on each element; identifies specific elements of the practical exam that must be passed with a score of 70% or higher.

Article 18 - Training:

- Moved language regarding training from Article 28 to Article 18.

Article 20 - Holidays:

- Added Veterans Day as City recognized holiday.

Article 22 - Hours of Work and Overtime:

- Removed requirement that the mandated overtime rank will be the same rank that caused the opening.

Article 23 - Uniform, Clothing, and Equipment:

- Increased annual footwear allowance from \$125.00 to \$150.00.

Article 28: Wages

- Year 1: Employees shall receive the greater of a \$1.53 an hour increase, an 8% increase, or brought to the minimum of their position pay range, as recommended in the 2022 Classification and Compensation Study, for the fiscal year beginning October 1, 2022, and ending September 30, 2023.
- Year 2: Employees shall receive an increase which equals the greater of a 2% increase for each year of service in the employee's current classification from the proposed minimum rate as recommended in the 2022 Classification and Compensation Study, or a 3% increase, for the fiscal year (FY) beginning October 1, 2023, and ending September 30, 2024. Employees will receive an additional increase in their base hourly rate as follows: employees with four or less years of service on October 1, 2023, will not receive an additional adjustment, employees with five or more years of service will receive an increase of .02 (two cents) to their base hourly rate for each continuous year of service with the City of Ormond Beach Fire Department. This adjustment will be added to the employee's base hourly rate following the initial time in grade calculation.
- Year 3: 3.5% increase.
- Add a pre-plan coordinator assignment to the list of position assignments eligible for incentive pay of 25 cents per hour above base rate (one position available).
- Add incentive pay similar to the Ormond Beach Police Officer incentive of 2.5% over base rate for firefighters actively serving on the City's Special Response Team (two positions available).
- Increase incentive pay for employees certified to perform advanced life support from \$5,500 to \$8,000 per year.

Budget Impact

The Fiscal Year (FY) 2022-2023 wage increase totaling \$270,000 is provided for in the adopted budget. Wage increases for FY 2023-2024 of \$110,000 and FY 2024-2025 of \$100,000 will be included in the corresponding budgets.

Citizen Impact

Negotiating fair and equitable terms of employment for represented City employees through multi-year collective bargaining agreements supports continued delivery of high service levels in critical areas for our residents and visitors.

Recommendation

Staff recommends approval of the collective bargaining agreement with IAFF expiring on September 30, 2025.

Attachments:

- 22-137 IAFF collective bargaining (P22-0151G) (PDF)
- IAFF Agreement 2022-2025 (PDF)
- IAFF Agreement 2022-2025 (strike through) (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 9/22/2022


Claire Whitley, Assistant City Manager 10/11/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/12/2022

RESOLUTION NO. 2022-137

A RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (I.A.F.F.) LOCAL 3499; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Collective Bargaining Agreement between the City and the International Association of Firefighters (I.A.F.F.) Local 3499, a copy of the Agreement being attached hereto and incorporated herein by reference.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of October 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



FIREFIGHTERS' COLLECTIVE BARGAINING AGREEMENT

WITH THE CITY OF ORMOND BEACH

October 1, 2022 through September 30, 2025*

**subject to effective dates specified by contract*

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Firefighters Collective Bargaining Agreement
City of Ormond Beach and IAFF
FY 2022-2025

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PREAMBLE

This agreement is entered into by the City of Ormond Beach, Florida, hereinafter referred to as the "City" and the Ormond Beach Firefighters Association, Local 3499, IAFF, hereinafter referred to as the "IAFF" for the purpose of promoting harmonious relations between the City and the IAFF, to establish an orderly and peaceful procedure, to settle differences which might arise and to set forth the basic and full Agreement between the parties concerning rates of pay, hours of work, and other conditions of employment as provided by law.

ARTICLE I
RECOGNITION

1.1 The City hereby recognizes the IAFF as the exclusive bargaining representative for all matters affecting wages, hours, and working conditions as provided for in Chapter 447, Florida Statutes, for those employees in the unit certified by the Public Employees Relations Commission, in its certification No. RE-1052. Included in the unit are Firefighters, Driver Engineers, Lieutenants, and Captains. Excluded from the unit are all other ranks above Captain.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 The IAFF and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the operations of all City Departments. Accordingly, the City specifically, but not by way of limitations, reserves the exclusive right to: hire, promote, and lay-off employees; discharge, demote, and suspend for just cause; rehire employees; determine the starting and quitting time and the number of hours and shifts to be worked, subject to the Hours of Work and Overtime Article; maintain the efficiency of employees, including by communication through supervisory personnel; merge, consolidate, subcontract, expand or close any department(s) or any part thereof or expand, reduce, alter, combine, assign or eliminate any positions with adequate notice, provided that the impact of any decision to merge, consolidate, or subcontract will be subject to bargaining; determine the number of employees assigned to each station or to each piece of equipment; control the use of equipment and property of the City; fill any job on a temporary, emergency or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate, modify and implement departmental policy, rules and regulations; and introduce new or improved services, maintenance procedures, materials, facilities and equipment. If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right or

Firefighters Collective Bargaining Agreement
City of Ormond Beach and IAFF
FY 2022-2025

privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City.

ARTICLE 3
EMPLOYEE RIGHTS

3.1 The City and the IAFF agree not to interfere with the right of any eligible employee to become a member of the IAFF, withdraw from membership from the IAFF, or refrain from becoming a member of the IAFF.

3.2 There shall be no discrimination against any employee by reason of race, creed, color, age, national origin, sex, handicap or IAFF membership or activity, or lack of IAFF membership or activity. Reference to the use of the word "he" in this Agreement is for brevity only and shall be interpreted to mean "he" or "she".

3.3 Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy, not including arbitration available under this Agreement, without representation of the IAFF. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his immediate supervisor or other Departmental Official without the intervention of the IAFF, provided that the immediate supervisor or other Departmental Official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

3.4 In matters involving a formal grievance, the IAFF shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

ARTICLE 4
STRIKES AND LOCKOUTS

4.1 There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, against the City, or concerted failure or refusal to perform assigned work by the employees or the IAFF and there will be no lockouts by the City for the duration of this Agreement. The IAFF supports the City fully in maintaining normal operations.

4.2 Any employee who participates in or promotes such a strike, work stoppage, picket line, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City and only the question of whether he did in fact participate in or promote such action shall be subject to the grievance and arbitration procedure.

4.3 It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate injunctive relief.

4.4 "Picket line" as used herein shall mean any action which has the effect of preventing employees from reporting to or continuing work or preventing the public from entering any public facilities.

ARTICLE 5
DUES DEDUCTION

5.1 Upon receipt by the Finance Department of a lawfully executed written authorization form (approved by the City) from an employee, the City agrees to deduct the regular IAFF dues from such employee each pay of each month and remit such deduction to the Treasurer of the IAFF on a monthly basis. The IAFF will notify the City in writing thirty (30) days prior to any change in the regular IAFF dues structure.

5.2 An employee may, at any time, revoke his IAFF dues by submitting written notice of revocation to the City with a copy to the IAFF. The City shall discontinue dues deductions only on the first pay day of each calendar month, after thirty (30) days written notification to the IAFF.

5.3 The IAFF agrees to pay the City three cents (\$0.03) per member per pay period for the deduction of dues.

ARTICLE 6
PERSONNEL RECORDS

6.1 Each employee covered by this Agreement shall have the right to inspect his official personnel file, provided however, that such inspection shall take place off duty, or on duty with the prior permission of the Chief or designee. If permission is granted, an appointment to review the file must be made with the Human Resources Department. The file will be reviewed at the location where the official personnel file is kept. The employee shall have the right to obtain duplicate copies, consistent with the City's normal policy and payment for such copies under Public Records Act.

6.2 Employees shall have the right to file a written response to any letter of reprimand or other document, which is placed in the employee's official personnel file, subsequent to the effective date of this Agreement, as a result of supervisory action or citizen complaint. At the employee's request any such written response shall be included in the employee's official personnel file together with the letter of reprimand or other document against which it is directed.

6.3 To the extent permitted by law and in order to protect the privacy and promote the safety of employees, the City agrees not to directly or indirectly furnish the news media or the public with any employee's home address, telephone number, photograph, and other statutorily exempt material without his consent.

Firefighters Collective Bargaining Agreement
City of Ormond Beach and IAFF
FY 2022-2025

6.4 The IAFF agrees not to directly or indirectly furnish the news media or the public with personnel records without the consent of the City and the employee thus mutually agreeing to the confidentiality of personnel records other than required by Law.

ARTICLE 7

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

7.1 When an employee temporarily works in a position that is above their normal assignment, it is referred to as “working higher class”.

7.2 There are four (4) scenarios where an employee would work higher class:

- Firefighter working as a Driver Engineer
- Driver Engineer working as a Captain
- Firefighter working as a Captain
- Captain working as a Battalion Commander

An employee who is temporarily assigned to a higher classification shall receive the higher classification pay rate, identified in Article 8, Promotions, for the period served in the higher classification. Employees working higher class to the position of Battalion Commander will receive 10%, in addition to any other applicable higher class pay.

7.3 In order to work higher class an employee must have passed a promotional exam for that position, or a similar process developed with IAFF input, determined at the City’s discretion. Educational requirements for working higher class are:

Firefighter to Driver Engineer:

- Apparatus and Pump Operator Certification (issued by the Division of State Fire Marshal; Bureau of Fire Standards and Training)
- Aerial Operations Course

Driver Engineer to Captain

- Fire Officer I Certification (if obtained prior to December 1, 2013)
- Fire Officer II Certification (if obtained on or after December 1, 2013)

Firefighter to Captain:

- Fire Officer I Certification (if obtained prior to December 1, 2013)
- Fire Officer II Certification (if obtained on or after December 1, 2013)

7.4 An employee's privilege to work higher class may be revoked for safety concerns. If an employee's higher class privilege is revoked, the process for reinstatement shall be communicated, in writing, to the affected employee.

ARTICLE 8
PROMOTIONS

8.1 The City shall provide a promotional/testing procedure (as described below) for the purpose of establishing an eligibility list for the rank of Driver Engineer in April of each odd numbered year and of Captain in April of each even numbered year. A promotional list with less than three (3) candidates is an invalid list. At the Fire Chief's discretion, the City may choose to accept the list as valid. The City agrees to fill each budgeted vacancy within ninety (90) days when a valid eligibility list exists. If there is no valid eligibility list, the City will make all reasonable efforts to provide a promotional/testing procedure for the purpose of establishing an eligibility list within one hundred eighty (180) days. The eligibility list shall be valid for two (2) years or until a subsequent eligibility list is established.

8.2 The City shall announce promotional examinations and place listed study materials in all Fire Stations at least sixty (60) days in advance of said examinations. Station libraries will be reviewed each January and updated as needed. On duty employees will be released from duty without loss of pay or benefits while attending promotional tests. Off duty employees will take the test while off duty and will not be paid. Once an exam date is posted, employees intending to take the exam may not swap shifts if that would result in the employee being on duty during any portion of the exam.

8.3 Applicants for the position of Captain shall be given a written examination and a practical examination administered by an outside agency

or a mutually agreeable process. The practical process will consist of an assessment center style or other mutually agreed upon methodology. The ranking of each applicant will be determined as follows:

Written Exam	25%	Of actual score; passing score of 70% is required.
Practical Exam	75%	Of actual score; employees must pass the practical examination with a total score of 70% or higher. The fire ground scenario must be passed with a score of 70% or higher.
Seniority	10 points	One-half (1/2) point per year of service up to maximum of ten (10) points for those candidates who successfully complete the promotional process.

8.4 Applicants for the position of Driver Engineer shall be given a written examination and a practical examination administrated by an outside agency or a mutually agreeable process using non-department assessors. The ranking of each applicant will be determined as follows:

Written Examination	35%	Of actual score; passing score of 70% is required.
Practical Examination	65%	Of actual score; employees must pass the practical examination with a total score of 70% or higher. The pumping scenario must be passed with a score of 70% or higher.
Seniority	10 points	One-half (1/2) point per year of service up to a maximum of ten (10) points for those candidates who successfully complete the promotional process.

8.5 To participate in a promotional exam for the rank of Driver Engineer, the employee must be a regular non-probationary employee. To

participate in a promotional exam for the rank of Captain, the employee must have either:

- 1) been in the position of Driver Engineer for twelve (12) months,
- 2) been eligible to work higher class as a Driver Engineer for twelve (12) months and be on the current promotional list for Driver Engineer,
or
- 3) have any combination of the above for twelve (12) months.

To be eligible for promotion to the rank of Driver Engineer, the employee must possess a Pump Operator Certificate of Competency which satisfies the requirements of Florida Statutes and the rules and regulations of the Division of State Fire Marshal, and have successfully completed the State of Florida Aerial Operators course.

To be eligible for promotion to the rank of Captain, the employee must possess a Fire Officer I or higher Certificate of Competency if obtained before December 1, 2013, or a Fire Officer II or higher Certificate of Competency if obtained on or after December 1, 2013.

It shall be the employee's responsibility to provide all required documents to the City's Human Resources Department. In the event the employee fails to provide required documentation at least 30 days prior to any promotion he wishes to be considered, he shall be deemed ineligible for that promotion.

8.6 The Candidate with the highest score shall be placed at the top of the eligibility list with the candidates with lower scores following in descending order.

After the eligibility lists are created, the Fire Chief will select one of the top three (3) candidates from the eligibility list for the position. If a candidate is passed over more than one time, the Fire Chief shall provide the candidate with written justification for the pass-over.

8.7 The City and the IAFF will work together to provide a mock practical examination to precede the promotional exam.

8.8 Employees promoted from Firefighter to Driver Engineer will receive a 10% pay increase. Employees promoted from Driver Engineer to Captain will receive a 15% increase. Employees promoted from Firefighter to Captain will receive a 25% pay increase.

8.9 Promoted employees shall serve an active twelve (12) month probationary period in their new position for the purposes of evaluation and retention in the promoted position. Employees who do not successfully complete the probationary period will be automatically reduced to the previously-held classification and pay rate.

ARTICLE 9
ASSOCIATION REPRESENTATIVE

9.1 The IAFF shall be represented by its president or up to two (2) designated representatives in the Fire Department.

It shall be the responsibility of the IAFF to notify the City Manager and the Fire Chief in writing of any change in the designation of President or either of the two (2) designated representatives, subsequent to the execution of this Agreement.

9.2 The agenda of each regularly scheduled City Commission meeting will be made available to the IAFF or, if not available, provided upon request.

9.3 The President and two (2) members of the IAFF's negotiating committee (employees of the City) shall be permitted to attend, without loss of pay, the City commission meeting where final action is scheduled to be taken on the approval (or rejection) of this collective bargaining Agreement.

9.4 An employee representative of the IAFF, designated by the President, shall be permitted reasonable access, for a reasonable period of time, to all Departmental work locations to handle specific grievances and matters of interpretation of this Agreement. The exercise of such access rights by the Employee Representative shall not interfere with his duties or the duties of other employees.

9.5 Up to two (2) employee representatives of the IAFF who are engaged in the reopening of this contract shall be allowed to attend the negotiation sessions that occur within their normal duty hours without loss of pay or benefits. No shift swaps will be permitted after negotiations are scheduled for the employees who are engaged in negotiations.

9.6 Association meetings shall be permitted to be held at a centrally located fire station. Quarterly meetings will be scheduled, on a shift rotational basis, consisting of one (1) meeting on each date. Additional meetings will be allowed as needed, provided the permission of the Chief or his designee is obtained. The Chief and/or his designee will be invited to attend a portion of each meeting for a question and answer session. All efforts will be made to restrict meetings to no more than three (3) hours, not to include the time taken by the aforementioned question and answer session. Attendance of on duty employees will be allowed to include two (2) stations and one auxiliary unit, (i.e. ladder truck, rescue unit), if utilized by the department. Changes in unit assignments shall be allowed, at the discretion of the shift supervisor, to enable attendance. Higher class assignment changes will be allowed. However, no compensation will be provided for higher class as a result of assignment changes to accommodate attendance of association meetings. Assignment changes shall not impact operations or service.

ARTICLE 10
EMPLOYEE-MANAGEMENT RELATIONS

10.1 There shall be an Employee-Management Committee consisting of the following IAFF and Management representatives:

- Three (3) representatives of the IAFF, and
- Up to Three (3) representatives of the City.

10.2 Employee-Management Committee shall, upon request, meet on a quarterly basis on dates mutually agreed upon by the participants. The function of the Committee shall be to discuss general matters pertaining to employee relations and departmental operations, and particular matters relative to training. IAFF representatives attending Committee meetings during their off-duty hours shall not be compensated for the time spent in such meetings. Such attendance during off-duty hours is voluntary. The IAFF representatives attending Committee meetings during on-duty hours will be released from duty without loss of pay or benefits.

10.3 A Policies and Procedures Committee will be jointly established and represented by the IAFF and Fire Administration for the purpose of developing, reviewing and recommending changes to the Fire Chief regarding policies and procedures. Directive approval rests with the Fire Chief. The IAFF President will have the opportunity to sign the directive indicating it has been reviewed.

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10.4 The Committees shall not engage in collective bargaining or the resolution of grievances.

ARTICLE 11

SENIORITY

11.1 Seniority shall consist of continuous accumulated paid service (to include periods of authorized leave) with the Fire Department. Seniority shall be computed from the date of hire as recorded on the personnel form. Seniority shall also accumulate during absences in which the employee is receiving workers' compensation benefits as a result of an injury sustained during his employment with the City and during qualified FMLA absences. Whenever applicable, seniority in classification shall have preference. Seniority shall be utilized for the following purposes:

A. Scheduled Personal Leave for each calendar year will be scheduled in the order that Personal Leave requests are received; provided, however: 1) the department shall retain the right to disregard the order in which they were received in the event it becomes necessary to do so in order to provide adequate staffing, and 2) in the event two or more employees request the same Personal Leave period, requests submitted by a more senior (departmental seniority) member within seventy-two (72) hours of the six (6) month time frame referenced in Article 21.5 will be allocated to the senior member. Input of the leave request into the department's staffing software program by the more senior member will imply the desire to utilize the right of seniority for this purpose, however, the shift supervisors must be notified of the change of status for the requested leave date within the same seventy-two (72) hour period. Nothing contained herein shall be interpreted as restricting the department's right to cancel all scheduled leave during any given period in the event of disaster or emergency. Employees cannot earn

overtime for the same duty hours in which they have approved Personal Leave Time.

B. In the event of a temporary vacancy (such as that caused by a scheduled Personal Leave, etc.) within the department, the Shift supervisor may fill the vacancy from on duty, or if operationally necessary, from off duty personnel.

11.2 A. In the event a reduction of line personnel occurs, (lay-off), probationary employees will be laid off first. After which the last regular employee hired into the Fire Department shall be the first employee laid off.

B. Seniority in rank will be the determining factor when a reduction in rank occurs. Lieutenants, Captains and Driver Engineers may bump an employee in a lower rank. The last employee promoted shall be the first employee demoted in the event of a reduction/lay-off, or non-disciplinary demotion. For example, if it is necessary to lay-off a Captain position, the Captain who was most recently promoted will bump the Lieutenant who was most recently promoted. In turn, the Lieutenant who has been bumped will bump the Driver Engineer who was most recently promoted. He will then bump the firefighter who was most recently hired. Employees who are reduced in rank as a result of a reduction/lay-off, or non-disciplinary demotion will be placed at the top of any future promotional list, effectively creating a list if none exists without the requirement of additional testing, so long as the employee continues to show proficiency and acceptable performance. Employees who are promoted to a formerly-held position within twelve (12) months of the reduction/lay-off, or non-disciplinary demotion will not serve a new probationary period. However, employees

promoted to a formerly-held rank more than twelve (12) months from the date of the reduction/lay-off, or non-disciplinary demotion shall serve a new promotional probationary period. The last employee reduced in rank as a result of a reduction/lay-off, or non-disciplinary demotion shall be the first employee on the eligibility list for that rank(s). In the event multiple employees are reduced in rank simultaneously, the order of placement on the promotional eligibility list for each rank shall be the order in which the affected employees were originally promoted to that rank, regardless of the employee's current rank.

C. No new employees shall be hired until the laid-off employee has been given an opportunity to return to work for a period of up to twelve (12) months from the date of lay-off. The last employee laid-off shall be the first recalled. To be eligible for recall, the employee must pass both the physical exam and the agility test mutually agreed upon. The employee will be notified by certified or registered mail of the employee's recall and must return to work within fourteen (14) calendar days. During the first seven (7) days, the employee must make arrangements to take both the physical exam and agility exam, and must pass both exams. Failure to respond to the recall notice within seven (7) days (excluding Saturdays, Sundays, and holidays), or failure to pass the physical or agility exam will result in a forfeiture of recall rights. Physical exams will be at the City's expense.

Notification of recall will be made to the employee's last known address as shown on City personnel records with a copy to the IAFF. The employee must notify the City of any change of address in order to maintain recall rights.

11.3 In the event a reduction in service occurs, including but not limited to ALS services (Paramedics) and where this certification or classification was previously considered a condition of employment, the City agrees to suspend or withdraw the condition(s). Should an employee, as a result of the above suspension or withdrawal, require additional certifications for employment, the certifications will be provided in accordance with Article 28.2. Any reduction in personnel will follow the provisions of Article 11.2.

11.4 Employees shall be allowed the opportunity to change station assignment (due to promotions, retirements, new stations, restructuring/reorganizing, transfer request, etc.) provided they meet the established qualifications for the position. Station assignment changes shall be determined by seniority in rank. When seniority in rank is tied, departmental seniority shall serve as the tie-breaker. When a vacancy exists the IAFF will provide a recommendation to management. The Fire Chief retains the right to make station assignments based on operational needs.

ARTICLE 12
PROBATIONARY PERSONNEL

12.1 All new employees of the Fire Department before being placed in an operational position shall successfully complete a mutually agreed upon agility test, similar to CPAT. Then the employee shall serve a probationary period of one (1) year, during which time they shall not be entitled to any seniority or tenure rights, but during such period new employees shall be subject to all other terms and conditions of this Agreement and applicable civil service regulations. Upon completion of said one (1) year probationary period, employees shall be known as regular employees and seniority rights and tenure shall accrue from commencement of the probationary period and shall be considered a part of such employees' seniority rights. Probationary employees are entitled to grieve but are not entitled to arbitrate under Article 17.

The probationary period may be extended by the Fire Chief or his designee up to an additional ninety (90) days provided the employee received a "conditional" or "unsatisfactory" rating during his probationary period.

ARTICLE 13
INTERNAL INVESTIGATIONS

13.1 At the request of any employee under investigation he shall have the right to be represented by one counsel and/or any other one representative of his choice (at his own expense) who shall be present at all times during any interrogation in which the employee is being questioned relative to alleged misconduct, that could result in disciplinary action. The person chosen must be available within seventy-two (72) hours. The employee may request a time frame extension which will be granted up to an additional seventy-two (72) hours or the employee must choose another representative or proceed without a representative.

13.2 Whenever a Fire Department Employee is subjected to an interrogation, such interrogation shall be conducted under Part VIII of Chapter 112, Florida Statutes, which may be cited as the "Firefighters' Bill of Rights". A copy of the Firefighters' Bill of Rights is attached as Appendix 1.

13.3 During investigations covered under the Firefighter Bill of Rights, questions shall be limited to the circumstances surrounding the allegations, which are the subject of the investigation.

13.4 The City shall not discharge or discipline any Fire Department employee without just cause and due process. If, in any case, the City finds there to be just cause for suspension or discharge, the employee and the

IAFF will be notified in writing that the employee has been suspended and may be subject to discharge.

13.5 The City agrees that no adverse action will be taken against any Fire Department employee who exercises the rights provided for in this Article.

13.6 In the cases in which the City chooses to relieve an employee from duty pending an investigation or other administrative proceeding determination, the following conditions will apply:

A. The employee may be suspended with or without pay or benefits for a maximum of thirty (30) calendar days.

B. At the end of a thirty (30) calendar day period the employee shall be reinstated, terminated or disciplined. If the investigation takes longer than thirty (30) days, the suspension may be continued with the employee on normal paid status until the investigation is concluded. If no disciplinary action is taken, the employee will be reinstated and all pay and benefits restored, including the period of unpaid suspension.

C. Should disciplinary action result from the investigation, that period of time during which the employee was relieved from duty without pay will be included in the disciplinary action. In the event that an employee has been paid, the employee's accrued personal leave time or compensatory time shall be charged as a set-off, and no further personal leave time will be accrued until the employee has paid back all monies received while on suspension with pay.

ARTICLE 14
BULLETIN BOARDS

14.1 Where City bulletin boards are available, the City agrees to provide space on such bulletin boards for IAFF use. Where bulletin boards are not available, the City agrees to provide such boards.

14.2 Copies of all materials, notices and announcements shall be submitted to the Fire Chief or his designee prior to posting on the bulletin board.

14.3 No materials, notices or announcements shall be posted which contain anything of a controversial nature and which adversely reflect upon the City of Ormond Beach, its independent agencies, its elected officials, its employees or any labor organization representing its employees.

14.4 The City electronic mail shall be available for union business when the nature complies with 14.3 understanding the electronic material is public record and the property of the City of Ormond Beach. All use of City computers shall be done in accordance with the City of Ormond Beach Policy for General Computer Use.

ARTICLE 15

VOTING

15.1 For employees who choose to vote during a primary, general, or special election and are required to work during the hours the polls are open, it is the expectation that those employees will utilize either the early voting option or use an absentee ballot when and where available. When unforeseen circumstances prevent an employee from utilizing an absentee ballot or early voting option, the department will provide an opportunity to vote per 15.2.

15.2 If the employee is unable to utilize absentee or early voting, the employee will have the option to utilize a last minute shift swap. If staffing allows, the shift supervisor will make the necessary arrangements to allow the effected employee time off to vote. Accommodations for voting will not cause overtime.

ARTICLE 16
DISCIPLINARY ACTION

16.1 In the event a non-probationary employee is to be discharged, suspended, or demoted, the City agrees the employee shall be provided with written notification of the just cause basis for the discharge, suspension, or demotion and the employee will be given an opportunity to explain his actions to the Fire Chief or his designee prior to the action becoming effective. The Chief (or designee) will meet with the IAFF designee prior to a final disciplinary decision being made if requested by the IAFF. The employee will be hand delivered the Fire Chief's decision prior to its effective date or it will be sent by certified mail to the address in the Human Resource Department records. This section does not apply to probationary status on promotions, provided that an employee who has been promoted may be demoted to his prior position during his probationary status without complying with this Section.

16.2 Upon request, any employee may obtain a copy of any (written or taped) statement which the employee (personally) has given to the City or the Fire Department in connection with any investigation based upon which disciplinary action can or will be taken against the employee. At the time of such request, the employee shall, prior to copies being made, be provided an estimated cost of copy. Should the employee then choose to proceed with the copy he shall be required to pay all costs relating to the copy of the employee's statement. In the event disciplinary action is to be taken, copies

of all documents that were considered in reaching the decision to take disciplinary action shall be provided at no cost to the affected employee(s).

16.3 In the event an employee becomes the subject of a formal Departmental or City investigation arising from a citizen complaint or allegation, the Department or City, whichever is appropriate, shall notify the employee of the disposition of the complaint upon the conclusion of the formal investigation.

ARTICLE 17

GRIEVANCE AND ARBITRATION PROCEDURE

17.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.

On any issue that could be heard by the Human Resources Board and is also subject to this Article, the employee shall elect which procedure to follow. The election of the Human Resources Board procedure will be considered a conclusive waiver of the grievance and arbitration procedure, and vice versa. An "issue" under this Section means an issue arising out of a single occurrence or set of events.

17.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall be considered denied. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, his grievance shall be considered conclusively abandoned. Any resolution of an oral grievance under Step I or a written grievance under Step II must be approved by Fire Chief or his designee before it becomes effective. If not approved, then the grievance can be appealed to Step III.

17.3 Grievances shall be presented in the following manner:

Step I. The employee shall first present the grievance to the employee's immediate supervisor within ten (10) days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee becomes knowledgeable of the cause of action. If the employee was on Personal Leave Time, or other compensated leave, the ten (10) day period shall commence running immediately upon the employee's return from such compensated leave. The first step between the employee and their immediate supervisor shall be on an informal and oral basis, and shall not involve the IAFF or any other representative of the employee, unless requested by the employee. The immediate supervisor shall, within five (5) days after presentation of the grievance, render a decision. Written documentation of the Step shall be retained and forwarded to the shift supervisor by the immediate supervisor.

Step II. Any grievance which cannot be satisfactorily settled with the employee's immediate supervisor shall be reduced to writing by the employee and shall next be presented to the shift supervisor within twenty (20) days of the occurrence of events which gave

rise to the grievance or from the date the employee becomes knowledgeable. The grievance will identify the Article(s) and Section(s) of the contract claimed to be violated, a factual basis for the grievance, and the relief sought. Within five (5) days after presentation of the grievance, the shift supervisor shall render the decision on the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

Step III. Any grievance which cannot be satisfactorily settled with the shift supervisor shall be reduced to writing by the employee and shall next be presented to the Deputy Chief. Such grievance shall be presented to the Deputy Chief in writing, within five (5) days of the date of completion of Step II or within five (5) days after the date that the answer was due under Step II. Within five (5) days after presentation of the grievance, the Deputy Chief shall render the decision on the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

Step IV. Any grievance which cannot be satisfactorily settled with the Deputy Chief shall next be presented to the Fire Chief. Such grievance shall be presented to the Fire Chief in writing, within five (5) days of the date of

completion of Step III or within five (5) days after the date that the answer was due under Step III. All discharge, suspension and demotion grievances shall begin at Step IV and must be filed within seven (7) days of the discharge, suspension or demotion. Within five (5) days after presentation of the grievance, the Fire Chief shall render the decision on the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

Step V. Any grievance which cannot be satisfactorily settled with the Fire Chief may be appealed to the City Manager, or designee, either through a representative of the IAFF and the employee, or by the employee individually at the employee's option. The grievance as specified in writing in Step II, may be discussed by and between the employee and/or the representative of the IAFF and the City Manager or designee, within five (5) days after the completion of Step IV or within five (5) days after the date that the answer was due under Step IV. The City Manager or designee shall within seven (7) days after submittal (or such longer period of time as is mutually agreed upon in writing) render the decision in writing with a copy to the IAFF.

Step VI. ARBITRATION. In the event a grievance processed through the grievance procedure has not been resolved in Step V, the IAFF may request that the grievance be submitted to arbitration within fifteen (15) days after the City Manager or designee renders a written decision on the grievance or within fifteen (15) days after the date that the answer was due under Step V. A copy of the letter requesting arbitration must be provided to the other party. Either party may within the fifteen (15) day period, request the Federal Mediation and Conciliation Services to furnish a panel of seven (7) names from which each party shall have the option within five (5) days of receipt of striking three (3) names in alternating fashion, thus leaving the seventh (7th) which will give a neutral or impartial arbitrator. The party requesting arbitration shall have the first strike.

17.4 The City and the IAFF shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, hereafter shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance, the arbitrator shall base his/her decision on the written grievance as presented in Step II of the grievance procedure.

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part

thereof or amendment hereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as herein provided. To the extent such rules are not inconsistent with this Article, the arbitration hearing shall be conducted in accordance with the rules of procedure promulgated by the Federal Mediation and Conciliation Services.

17.5 Each party shall bear the expense of its own witnesses and of its own representatives for the purpose of the arbitration hearing. The impartial arbitrator's fees, if any, shall be borne by the non-prevailing party, as determined by the arbitrator. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties request or obtain a copy of the transcript.

17.6 Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days after the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

17.7 When a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the IAFF and the City, such grievance shall be presented by the IAFF's Representative, by requesting a conference in writing with the Fire Chief within ten (10) days of having knowledge, or reasonably should

have knowledge of the occurrence of the event(s). At this conference, the IAFF shall identify the issues and the remedy sought. If the grievance is not resolved within (10) days of the request for conference (whether or not a conference is actually held) the grievance shall be filed in writing on the official grievance form and be submitted at Step IV. The time limits provided in this section may be extended by mutual written consent. Where it is applicable to a number of employees, the employee(s) for whom relief is sought shall be identified in the grievance by name, rank or class of employees.

17.8 Days as used in this Agreement means any day City Hall is open for normal business.

17.9 Consistent with the provisions of the Florida Public Employees Relation Act, Chapter 447, Florida Statutes, unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Commission for funding of the Agreement. Accordingly, and notwithstanding any other provision of this Agreement except Section 17.5, the arbitrator shall have no authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate or cause, the City to have to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Commission for the funding of this Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

ARTICLE 18

TRAINING

18.1 The City agrees to make a good faith effort to promote on-the-job training for the purpose of improving the performance of employees, aiding employees to equip them for advancement to higher positions and greater responsibilities, and improving the quality of service rendered to the public. When the best interest of the City is served by employees taking seminars, courses, or acquiring or maintaining certifications, the City Manager or designee may approve the City's payment of such seminars, courses, and certifications.

18.2 The City will provide bi-annual EMT and paramedic re-certification classes (BLS, ACLS and any certification(s) required by the Volusia County Medical Director or his designee) to permit employees who are EMT certified or who are selected by the Fire Chief to fill a paramedic position to attend while on duty. If an employee, for any reason, does not attend the City-provided course(s), re-certification for EMT or paramedic will be at his/her own time and expense. For any other certification or re-certifications required as a condition of the employee keeping his or her current position, the provisions of 18.4 will apply. This does not include any driver's license requirements. Maintenance of any other certifications with the exception of the EMT or paramedic certifications and those required as a condition of an employee keeping his or her current position and any certifications which are utilized by the department will be at the employee's time and expense.

18.3 If a bargaining unit employee, who holds an instructor credential for any EMS or fire certification (BLS, ACLS, PHTLS, BTLS, ITLS, PALS, PEPP, TECC, TCCC, SAVE, Stop the Bleed) is utilized by the City to provide this training, the City must meet all the requirements of the certifying organization for said certification.

18.4 When the City requires an employee to attend training for specialized techniques, the City will make every reasonable effort to facilitate the employee attending such training during his normal working hours. In the event the City is unable to schedule the employee to attend such training during his normal working hours, the employee may be required to attend such training during his off-duty hours; provided however, that the time spent by the employee in such training during his off-duty hours shall be compensated at the appropriate rate only for hours actually spent in class plus necessary travel time to and from class. Upon completion of class, the employee must return to work at the end of the class.

18.5 If an employee is required to attend out of town training classes which require an overnight stay, and the employee is scheduled to work the twenty-four (24) hour shift on the day before the training class begins, the employee will be relieved from duty no later than 7:00 p.m. on the night preceding when the training class begins. If the class lasts for two days or more, the employee will not be required to return to work until the training classes have been completed. If, for example, a class is scheduled in Ocala on Monday through Friday for two consecutive weeks and the employee is

scheduled to work the intervening Saturday or Sunday, he will not be required to work on that date. If the employee is scheduled to work on the day following the completion of his training class, the employee will be relieved from duty until 7:00 p.m. on the date that he is normally scheduled to return to work. If the employee is not scheduled to work on the date following the conclusion of training class, he will return to work at his regularly scheduled time on his next regularly scheduled shift. For pay purposes, an employee will be treated as if he is working his regularly scheduled shifts during the time that he attends training classes. It is the intent of this section that employees not lose any pay nor receive any additional pay as a result of attending training classes.

18.6 A physical fitness/wellness training program will be jointly designed by the City and the IAFF. Once mutually agreed upon, such program will become mandatory.

ARTICLE 19
LEAVE OF ABSENCE

19.1 The Fire Chief may grant any employee a leave of absence without pay for a period not to exceed thirty (30) days. Leave of absence without pay for a period in excess of thirty (30) days but not more than six (6) months may be granted only upon the written approval of the City Manager. Failure of any employee to return to duty upon expiration of his leave of absence shall constitute the resignation of that employee. Holidays, Personal Leave Time, and any other benefits based on time spent in the employ of the City shall not accrue (or be credited) during a leave of absence without pay; provided, however, that if permitted by the Firefighters' Pension Plan, the employee may maintain his retirement credit by paying both his and the City's share of the Firefighters' Pension Plan contributions and further that the employee may maintain his health insurance coverage by paying the total cost of his group insurance premium. Longevity increases, and merit increases, and any other increases for which an employee may become eligible based on whole or in part on length of service with the City shall not be credited during any leave of absence without pay. An employee shall return from leave of absence to the same salary grade as at the time of commencement of leave of absence.

19.2 Any employee covered hereunder may be granted educational leave for the purpose of taking courses or attending conferences and/or seminars directly related to the employee's work as determined by the City Manager or his designee. Request for such educational leave must be

approved in advance by the City Manager or his designee. The decision of whether or not to grant such educational leave and the determination as to the degree of compensation, if any, and the provision of benefits, if any, shall be in the sole discretion of the City Manager or his designee.

If an employee is granted educational leave with full pay, the employee shall also be entitled to receive all City benefits in the same manner as if he were on active duty during the period of the leave. The entitlement to benefits, if any, for employees on partially compensated or uncompensated educational leave shall be determined by, and in the sole and exclusive discretion of, the City Manager or his designee.

19.3 An employee who is a member of the National Guard or an organized military reserve unit of the United States will be granted leave of absence in accordance with Florida Statutes §115.07 and City policy.

19.4 In the event an employee is granted a leave of absence, whether paid or unpaid, the employee shall promptly return to work upon termination of the leave. Absent extenuating circumstances beyond the control of the employee, when neither the employee nor someone acting on his behalf contacts the City, failure to return to work shall automatically be construed as resignation by the employee.

19.5 Employees qualifying for leave under the Family and Medical Leave Act (FMLA) will be entitled to such leave pursuant to the Family and Medical Leave Act and City policy.

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19.6 Employees who are on a leave of absence under any of the provisions of this Article shall not be entitled to work for the City for any reason unless called in to work in an emergency situation by the Fire Chief and/or the City Manager, or their respective designees.

ARTICLE 20

HOLIDAYS

20.1 The City will recognize the following holidays for employees:

New Year's Day

Martin Luther King's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

One (1) floating holiday, as designated by the City

20.2 If a holiday falls on an employee's off duty day, he shall receive 11.2 hours holiday pay at his regular straight time rate of pay or have a shift (24) hours added to Compensatory Leave Time, at the employee's discretion. Such compensatory time, if paid at termination of employment shall be equal to 11.2 hours pay for each 24 hours of compensatory leave for such holidays.

20.3 If an employee is required to work on one of the designated holidays, he shall receive payment at his regular rate of pay for all hours worked. In addition to his regular rate of pay, the employee shall receive 11.2

hours holiday pay at his regular straight time rate of pay or have a shift (24) hours added to Compensatory Leave Time, at the employee's discretion.

20.4 A day of holiday pay is equal to eleven and two-tenths hours (11.2) pay or 24 hours of compensatory leave per Article 20.2 for such holidays. Such compensatory time, if paid at termination of employment shall be equal to 11.2 hours pay for each 24 hours of compensatory leave for such holidays.

ARTICLE 21
PERSONAL LEAVE TIME

21.1 Every employee shall be eligible to use paid Personal Leave Time after completing six (6) months of employment. Employees shall start to earn Personal Leave Time as of their date of appointment as a Probationary Firefighter.

21.2 Scheduled personal leave time availability is limited to two (2) bargaining unit employees being off simultaneously.

21.3 All scheduled leave requests will be considered in the date/time order they were originated in the department's staffing software program on a first come, first serve basis. Exception: Seniority rights enacted in accordance with Article 11.1A (Seniority).

21.4 Following completion of 6 months as a firefighter, Personal Leave Time may be used as earned, provided the employee makes an appropriate request in the department's staffing software program at least 24 hours in advance for leave of one (1) shift or part of a shift. The Fire Chief or his designee shall determine the time Personal Leave Time may be taken and the methodology by which such leave may be requested. Such scheduled Personal Leave Time will be considered as "time worked" for the purposes of computing time worked for overtime purposes under Article 22.

21.5 Scheduled personal leave requests must be a minimum of four (4) hours. Scheduled personal leave requests of twelve (12) hours or greater can be submitted six (6) months in advance, other increments of Personal Leave requests, less than twelve (12) hours, can be submitted five (5) months in advance. Training, Military and Family Medical Leave requests can be submitted three (3) months in advance and will count towards the leave time availability as per Article 21.2. All Military deployments, FMLA, Workers' compensation and leave expected to or lasting more than nine (9) consecutive regularly scheduled shifts shall result in the employee being taken off the operational roster for leave purposes.

21.6 Employees shall be permitted to use scheduled personal leave without advanced approval when the following conditions are met:

- Employee or approved swap coverage arrives at duty assignment
- Sufficient personnel are on-duty to allow requested Personal Leave without creating overtime
- Replacement staffing has arrived at duty location
- Compensatory time shall be used first for this leave.

21.7 In the event of an unforeseen emergency, such as personal illness or family illness, no advance approval for the use of Personal Leave Time will be required. In order to maintain service, all bargaining unit members agree that unscheduled Personal Leave Time will only be used when it is impossible to give the advance notice normally required for the use of scheduled Personal Leave Time. If the use of unscheduled personal leave

due to an emergency creates a need for overtime, the employee whose use of the leave creates such need shall be charged with a minimum of four (4) hours leave. Employees shall notify management of an absence prior to the start of any scheduled shift. No doctor's certificate or any other proof of illness will be required under this section; provided, however, that if the City believes the use of unscheduled Personal Leave Time is being abused, the City will so advise the IAFF and the employee of the perceived abuse. If there is a dispute of whether there was abuse, that issue is subject to Article 17. If the abuse continues, the City reserves the right, upon two (2) weeks notice, to refuse to permit the abusing employee to charge leave to Personal Leave Time and any subsequent unscheduled leave for the following six (6) months will be taken without pay. For the second and any subsequent offense, the abusing employee shall also be subject to such progressive discipline as the Fire Chief, or his designee, determines appropriate. Unscheduled Personal Leave Time is leave that is not approved in advance in accordance with Section 21.4 and will not be considered as "time worked" for purposes of computing time worked for overtime purposes under Article 22.

21.8 Scheduled leave requests may be canceled up to three (3) weeks prior to the requested leave. All scheduled leave cancellations inside of three (3) weeks from the original requested date will be submitted to the shift supervisor and must be received at least twenty-four (24) hours in advance of the scheduled leave to be canceled. Cancellation requests inside of three (3) weeks from the requested leave will be honored if they eliminate the need for overtime or there is a leave request pending for the overlapping time period with confirmed proper notification and acceptance of/from the

pending leave holder. Any pending leave honored as a result of said cancellation would not eliminate any savings in overtime as a result of the cancellation.

21.9 An employee may request his/her scheduled Personal Leave Time pay of 48 hours (2 shifts) or more in advance of his/her scheduled leave by submitting a written request to the City Finance Department office at least two (2) weeks prior to starting the scheduled leave, after approval of the Fire Chief or his designee.

21.10 Personal Leave banks cannot exceed 756 hours as of the employee's anniversary date. Hours in excess of 756 at the employee's anniversary date and every anniversary date thereafter will be automatically forfeited. Exceptions to this automatic forfeiture include unique circumstances approved in advance by the Chief and Human Resources Director.

21.11 Personal Leave Time shall accrue at the following rates for each full calendar month of service:

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1 st year of employment with City	Eleven (11) hours per month
2 nd year thru 4 th year of employment with City	Fourteen (14) hours per month
5 th year thru 9 th year of employment with City	Nineteen (19) hours per month
10 th year thru 14 th year of employment with City	Twenty-two (22) hours per month
15 th year thru 19 th year of employment with City	Twenty-five (25) hours per month
20 th year thru 24 th year of employment with City	Twenty-eight (28) hours per month
25 th year and thereafter of employment with City	Thirty-three (33) hours per month

Personal Leave Time may not be used prior to accrual.

21.12 Any bargaining unit member with a minimum balance of 336 Personal Leave hours as of the employee's anniversary date may request a lump-sum payout of Personal Leave hours not to exceed 150 hours. Qualifying employees will receive notification of such before their anniversary date. Employees desiring to receive a payout of Personal Leave hours must submit the request form to the Finance department at least two (2) weeks in advance of their anniversary date. Every attempt will be made to process such payment with the payroll which includes the employee's anniversary date. This payment will be calculated at the hourly rate in effect on the employee's anniversary date. All hours paid under this section will be deducted from the employee's Personal Leave bank on the date of payment.

21.13 Upon separation from the City, any bargaining unit employee with hours remaining in their Personal Leave bank and/or Compensatory bank will receive a lump-sum payment of the total hours remaining. The maximum amount of Personal Leave hours eligible for payout is 1,152. In the event of death, the employee's estate or the employee's designated

beneficiary shall be entitled to a lump-sum payment of all accrued Personal Leave hours up to 1,152 and any remaining Compensatory hours.

21.14 Employees who are on leave under this article shall not be entitled to work for the City for any reason on the leave day unless called in to work in an emergency situation, by the Fire Chief and/or the City Manager, or their respective designees.

ARTICLE 22
HOURS OF WORK AND OVERTIME

22.1 The following provisions shall govern hours of work and overtime.

A. Two hundred sixteen (216) or two hundred forty (240) hours of work during a twenty-eight (28) consecutive day period will constitute a normal work cycle. Nothing herein shall guarantee an employee payment for any hours in a normal work cycle unless the employee actually works the hours.

B. Hours worked in excess of two hundred twelve (212) hours in a normal work cycle shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) the employee's regular straight time rate or an accrual of compensatory time equal to one and one-half ($1\frac{1}{2}$) the employee's straight time worked in excess of two hundred twelve (212) hours at the employee's choice. Compensatory accrual banks shall not exceed two hundred forty (240) hours. Such compensatory time shall be used prior to Scheduled Personal Leave or may be used in place of unscheduled personal leave if it does not cause overtime. A normal work cycle will begin on a Saturday at 7:00 a.m. and end on a Saturday 28 days later at 7:00 a.m. For purposes of computing hours worked, jury duty, paid FMLA, compensatory time and scheduled Personal Leave Time under Section 21.4 shall be considered as "time worked" for overtime purposes. Unscheduled Personal Leave Time under Section 21.7 and all other hours not worked, whether paid or unpaid, will not be considered as "time worked" for overtime purposes.

C. If an employee covered by this Agreement is called in to work at a time outside the employee's normal working hours, the employee shall receive a minimum of two (2) hours pay at the rate of time and one-half ($1\frac{1}{2}$) the employee's regular straight time rate plus any applicable higher class pay and may be required by the Chief or his designee to remain on duty for a minimum of two (2) hours. If the employee is permitted to go home and is then called in again during the two (2) hour period, the employee shall not receive any other compensation. If an employee covered by this Agreement is required to work additional hours which are contiguous with the employee's scheduled work hours, only the hours worked which are additional to the scheduled hours will be compensated at time and one-half in accordance with and subject to, Section 22.1 (B) of this Article.

D. No Supervisor or official shall take any action to cause the non-payment of time and one-half in circumstances in which an employee covered by this Agreement has been directed by a person in a supervisory position of Shift supervisor and above, to perform work which entitles the employee to payment of time and one-half. In the absence of the Shift supervisor, or a person of higher rank, the senior ranking officer on duty shall have authority to direct the performance of work by the lower ranking employee.

E. Any employee who, in the exercise of the employee's official duties, is ordered or required by the City to appear before any person or agency on one of the employee's regular days off, shall receive a minimum of four (4) hours' pay at the rate of time and one-half the employee's regular rate. All per diem compensation received by the employee for the appearance shall, upon receipt, be turned over to the City.

F. If the City Manager determines that civil emergency conditions exist, including riots, civil disorders, severe storm conditions, or what is judged by the City Manager to be some other public danger or emergency, the City Manager may suspend provisions of this Agreement for the duration of the declared emergency, provided, that the wage rates and monetary fringe benefits shall not be suspended.

G. Shift swaps will be limited to 432 hours per person per fiscal year. Shift swaps for approved training and/or military leave will not count toward the 432 hour maximum. Shift swaps may not be approved during pre-designated training events or other special events at the Fire Chief's discretion. Swaps may be requested with no advance notice. If the request is submitted with less than 24 hours' notice, shift supervisor approval, based on the following parameters is required:

- Pre-designated and/or mandatory training sessions or other special events have not been announced.
- The requested shift swap will not cause additional overtime.
- The requested shift swap will not cause personnel not involved with the shift swap to change stations unless the employee making the request gets approval from all employees being affected and shift supervisor.

Swaps will be permitted between individuals of the same rank as well as:

- A driver engineer or firefighter, who is qualified to work higher classification as an officer, may swap with an officer provided that no more than two (2) officers of the shift that he/she would work are working out of class.
- A firefighter, who is qualified to work higher classification as a driver engineer, may swap with a driver engineer.

Payback will be the sole responsibility of the individuals requesting the swap. Higher classification service as a result of a swap will not be compensated. Where employees swap, and the employee working is temporarily assigned to a higher classification, the temporarily assigned employee will be paid the rate of a higher classification in accordance with Article 7, Section 7.2.

H. In no case shall an employee be absent for any period exceeding fourteen (14) consecutive days while on any combination of personal leave and/or shift swaps without leaving a contact number or call back methodology for emergencies that have been declared by the City. The only exception to this section will be employees who are absent due to a Workers' Compensation injury or employees utilizing qualified FMLA Leave and disability leave. Employees who have been denied leave usage will receive prompt written notice of the reason for the denial.

I. When overtime is needed the City will determine the position/rank to be called based on the ability to provide the service. The City maintains the right to not fill vacancies.

J. No overtime shall be mandated without exhausting the call out list of those eligible to work in the rank for the needed position. Members may be held over to insure response capability until the position can be filled. Before mandating someone, all ranks will be exhausted if an available position is open.

ARTICLE 23
UNIFORM, CLOTHING, AND EQUIPMENT

23.1 The City will provide uniforms when the wearing of a uniform is required by the City. The City will provide each employee with an allowance of ten (\$10.00) dollars per month for the purpose of the upkeep of uniforms. The City will maintain the current washers and dryers at each station and will supply the necessary cleaning solutions to clean these uniforms and/or linens.

23.2 The employee will be responsible for the uniforms, protective equipment, flashlights, badges, pagers and other equipment provided by the City. If any equipment or uniforms supplied by the City are lost, the employee will be charged for the replacement cost of the lost equipment or uniforms, unless the loss occurs at an emergency scene or in the line of duty. Upon termination of employment, the employee must return all issued equipment and uniforms prior to receiving the employee's final paycheck.

The replacement cost of any equipment or uniforms not so returned to the City will, to the extent permitted by law, be deducted from the employee's final paycheck.

23.3 The City agrees to have each City vehicle inspected by a qualified mechanic on no less than a quarterly basis.

23.4 The City will make every reasonable effort to provide a safe working place and issue the proper safety equipment and tools in order to

enhance the safety and welfare of all employees. The City shall allow the use of personally purchased equipment if NFPA compliant with prior department approval. Replacement costs will be at the employee's expense.

23.5 The City will provide employees an annual footwear allowance of \$150.00 payable on the first paycheck in October. Such footwear must be worn on the job. Additional reimbursement beyond the annual allowance will be determined on a case by case basis by the Fire Chief and Human Resource Director. Employees must provide a receipt indicating the date of the last purchase made along with a written request for additional reimbursement.

ARTICLE 24
WORKERS' COMPENSATION

24.1 The City will provide benefits in accordance with the provisions of Chapter 112 & 440, Florida Statutes, and Chapter 38F, Florida Administrative Code.

24.2 An employee covered hereunder who is temporarily disabled in the line of duty shall receive a combination of workers' compensation pay & paid disability leave, consisting of full pay and benefits for the period of his disability, subject, however, to compliance with all of the following conditions:

A. The disability involved must have resulted from an injury or an illness sustained within the line of duty as described in Chapter 112 & 440, Florida Statutes, and Chapter 38F, Florida Administrative Code. The City's determination of whether the disability involved is of the foregoing nature shall be based solely on the final determination made by the State Department of Labor and Employment Security's Division of Workers' Compensation, and/or the courts, pursuant to the provisions of Chapter 112 & 440, Florida Statutes, and Chapter 38F, Florida Administrative Code. Any benefits will be determined in strict accordance with Chapter 112 & 440, Florida Statutes, and Chapter 38F, Florida Administrative Code.

B. The City Manager or his designee, in his sole discretion, may utilize the services of a physician to determine whether any employee claiming disability is physically and/or mentally able to continue working or to return to work. The employee claiming disability may request a second

opinion of employees' choice of network providers at City's expense within fourteen (14) calendar days after receiving the opinion of the first physician.

C. Paid disability leave shall not exceed one thousand eight (1008) hours for any one injury. If, as a direct result of the continuation of the disability involved, the employee is unable to return to work at the end of the one thousand eight (1008) hours, the employee may petition the City to allow the employee to be carried in pay status beyond the one thousand eight (1008) hours. Upon receipt of such a petition, the City shall convene a panel comprised of the Fire Chief, the physician designated pursuant to Paragraph B above, and the City Human Resources Director, which panel shall make a recommendation to the City Manager as to the proper disposition of the employee's position petition. If the City Manager decides not to permit the employee to continue in pay status beyond the one thousand eight (1008) hours, the employee shall, after utilizing the employee's accrued annual Personal Leave Time and the employee's Sick Leave Bank, revert to normal workers' compensation benefits. If an employee is unable to perform the employee's regular duties as a firefighter, but is released by the physician to perform light duties, the City shall have the right to utilize this employee in any department within the City. Employees who are on leave under this Article shall not be entitled to work for the City for any reason unless called in to work in an emergency situation, by the Fire Chief and/or the City Manager, or their respective designees. If a physician determines an employee claiming disability is unable to ever perform the essential functions of their position, the one thousand eight (1008) hour provision will be terminated unless the employee requests a second opinion within fourteen (14) calendar days pursuant to provision 24.2

B above. If the second opinion agrees with the first, then this provision will be terminated.

24.3 At the request of the Fire Chief, the City Manager may direct any disabled or ill employee as previously defined herein, and covered hereunder to submit to a physical and/or mental examination conducted by a physician designated pursuant to Section 24.2, Paragraph B, above. The sole purpose of such examination shall be to determine whether the employee has a physical and/or mental disability which impairs the employee's effectiveness as a firefighter, limits the employee's ability to perform assigned duties or makes the continuation of the employee in the present position a danger to the employee, the public or other department employees. In the event the City Manager, in consultation with the Fire Chief and the designated physician, determines that any (job related or non-job related) disability does exist, the following action shall be taken:

A. If the designated physician determines that the disability can be corrected, the employee shall be allowed a reasonable period of time to have it corrected. During this period of time, and after consulting with the Fire Chief, the City Manager, in his discretion, may permit the employee to continue with the employee's normal duties, reassign the employee to other duties with the City or the Department, provide reasonable accommodations to the employee, or temporarily remove the employee from City service. If the employee is temporarily removed from City service during the period of time reasonable for the correction of his disability, the employee may utilize the employee's Personal Leave Time or Sick Leave Bank under Article 21, Section 21.9, available workers' compensation benefits or leave without pay

for the correctional period. However, if the employee fails to take the necessary steps to have the disability corrected within the reasonable period of time, the employee may be subject to dismissal from City service.

B. If, in the opinion of the designated physician, the disability cannot be corrected, and after consultation with the employee it is determined by the City that the employee, with or without reasonable accommodation, cannot perform the essential functions of the job, the City Manager, in consultation with the Fire Chief and the employee involved, shall attempt to place the employee in another City position which, in the City Manager's discretion, the employee can perform satisfactorily. Nothing herein shall require the City Manager to create a position for the employee or place the employee in a position which, in the City Manager's discretion, need not be filled. If the City Manager determines that the employee cannot successfully be placed in another position, or if the City Manager in consultation with the department head involved, determines that the employee, once placed in another position, is unable to perform satisfactorily in that position, the City shall separate the employee from the City's service either through retirement, if available under the City retirement system, or through dismissal.

24.4 The City has the right to choose any physician for treatment of on-the-job injuries, subject to the limitations of Section 440.13, Florida Statutes, and Chapter 38F, Florida Administrative Code

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24.5 No Provisions hereunder are intended to affect the employee's rights to apply for or receive in line of duty, disability, or any vested pension benefits that they may otherwise be entitled to.

ARTICLE 25

AUTHORIZED USE OF PRIVATE AUTOMOBILES

25.1 Any employee required to use his private automobile in the performance of his official City duties will be compensated at the rate established by Chapter 112, Florida Statutes.

ARTICLE 26
LEGAL BENEFITS

26.1 The City will defend employees against any legal actions taken against them as a result of their actions while acting in the scope of their employment (i.e., in the line of duty), unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and will initiate any proper and appropriate counter-suits in accordance with Chapter 111.07, Florida Statutes. A committee consisting of the City Manager, City Attorney, Fire Chief, and Human Resources Director will meet with the employee and his supervisor prior to determining if the employee's actions for which defense is sought were within the scope of their employment with the City.

26.2 The City agrees to indemnify all employees against any final judgment, including damages, costs and attorney's fees, arising from a complaint for damages or injury suffered as a result of any act or omission of action of any employee, in a civil or civil rights lawsuit described in Section 26.1 in accordance with Chapter 111.071, Florida Statutes. If the civil action arises under Section 768.28, Florida Statutes, as a tort claim, the limitations and provisions of Section 768.28, Florida Statutes, governing payment shall apply in accordance with Chapter 111.071, Florida Statutes. If the action is a civil rights action arising under 42 U.S.C. §. 1983, or similar federal statutes, payments for the full amount of the judgment shall be made unless the employee has been determined in the final judgment to have caused the harm intentionally in accordance with Chapter 111.071, Florida Statutes. A

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committee consisting of the City Manager, City Attorney, Fire Chief, and Human Resources Director will meet with the employee and his supervisor prior to determining if the employee's actions for which defense is sought were within the scope of their employment with the City.

ARTICLE 27

INSURANCE

27.1 The City agrees to maintain a hospitalization/dental insurance program. Employees will be provided the base program at City's expense. Dependents' cost and/or any cost above the base program will be provided by the employee.

27.2 Eligibility for hospitalization/dental insurance coverage under the City's plan shall begin the first of the month following thirty (30) days of employment. The City will make a good faith effort to maintain or exceed current levels of coverage. The City will also make a good faith effort to maintain low cost dependent coverage. In order to attempt to achieve this purpose, the City agrees to provide notice to the IAFF of the plans and plan design being considered by the City; and the IAFF shall be provided the opportunity to provide timely input for the City's consideration. For purposes of the grievance procedure, the IAFF will be deemed to have knowledge of the proposed plans on the date the plans are presented to the City Commission for approval.

ARTICLE 28

WAGES

28.1 Upon ratification of this Agreement by both parties, current bargaining unit employees shall receive wage adjustments as follows. Increases will be applied retroactively to October 1, 2022, provided the union ratifies the agreement no later than October 21, 2022.

A. Employees shall receive the greater of a \$1.53 an hour increase, an 8% increase, or brought to the minimum of their position pay range, as recommended in the 2022 Classification and Compensation Study, for the fiscal year beginning October 1, 2022, and ending September 30, 2023.

B. Employees shall receive an increase which equals the greater of a 2% increase for each year of service in the employee's current classification from the proposed minimum rate as recommended in the 2022 Classification and Compensation Study, or a 3% increase, for the fiscal year beginning October 1, 2023, and ending September 30, 2024. Employees will receive an additional increase in their base hourly rate as follows: employees with four or less years of service on October 1, 2023, will not receive an additional adjustment, employees with five or more years of service will receive an increase of .02 (two cents) to their base hourly rate for each continuous year of service with the City of Ormond Beach Fire

Department. This adjustment will be added to the employee's base hourly rate following the initial time in grade calculation.

C. Employees shall receive a 3.5% increase for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

28.2 .

Certifications and/or position assignments are designed to enhance the service level to the community. Employees will receive an increase above their base rate of pay in the amount of twenty-five (25) cents per hour for each additional certification or position assignment listed below; employees shall be limited to four (4) certifications/position assignments per year.

- (a) State Certified Fire Safety Inspector I or II
(Employees will be compensated for holding only one certification level)
- (b) State Certified Fire Service Instructor I, II, or III
(Employees will be compensated for holding only one certification level)
- (c) State Certified Fire Officer I or II (Employees will be compensated for holding only one certification level).
Promotion to officer rank will result in elimination of this certification pay.

- (d) State Certified Fire Officer III or IV (Employees will be compensated for holding only one certification level)
- (e) Completing all NFPA 1670 certifications at the technician level. (Employees completing two NFPA 1670 certifications at the technician level will receive $\frac{1}{2}$ of the increase amount stated above.)
- (f) State Certified Fire Apparatus and Pump Operator Promotion to Driver Engineer rank will result in elimination of this certification pay
- (g) One (1) National Fire Academy Residence Course (80 hours)
- (h) Twenty (20) Fire Science or EMS degree semester hours
- (i) State Certified "Live Fire Training" Instructor (LFT) I or II (Employees will be compensated for holding only one certification level)
- (j) State Certified Fire Investigation I or II
(Employees will be compensated for holding only one certification level)
- (k) Fire and Life Safety Education
- (l) State certified Prescribed Fire Training
- (m) Pre-approved classes or series of classes of like hours and complexity that provide value to the Department and Community will be considered by the Chief or his designee.

- (n) Any EMS Instructor Credential (BLS, ACLS, PHTLS, BTLS, ITLS, PALS, PEPP, TECC, TCCC, SAVE, Stop the Bleed) or any others approved by the Chief or his designee. (Employees will be compensated for holding only one instructor credential.)

Position Assignments: Assignments will be reviewed every 24 months, or upon need, for possible rotation.

- EMS Quality Assurance officer (Limit 1 per shift)
- SCBA Officer: appropriate training and department utilization (one position available)
- Communications Technician/Liaison: Department assignment and utilization (one communications equipment technician and one dispatch liaison position available)
- Fire Explorer Coordinator (one position available)
- CPR Coordinator: Instructor Trainer certification and department utilization. This assignment is in addition to certification (n) above. (one position available)
- EMS Supply Coordinator: Department utilization (one position available)
- Department Quartermaster: Department utilization (one position available)
- Pre-Plan Coordinator (one position available)

28.3 The EMT and/or EMT-P certification is considered a condition of continued employment provided these services continue to be offered by the department. In addition to the above incentives, employees who are so certified by the State of Florida as a paramedic pursuant to Part III, Chapter 401, Florida Statutes, and cleared by the Volusia County Medical Director, shall receive eight thousand (\$8,000) dollars per year as incentive pay (\$2.74725 per hour above the employee's base hourly rate). Re-certification and any continuing education training that is required of these employees by the City, State or by the Medical Director shall be provided by the City at the City's expense. Should the paramedic fail to attend the City-provided training, the employee shall attend at his or her own time and expense. The determination of the number of authorized paramedic positions shall be in the sole and exclusive discretion of the City after discussion and review at a scheduled Labor/Management meeting.

28.4 Employees who are a part of the City's Special Response Team (SRT) will receive a 2.5% increase over their base rate (two positions available).

28.5 It is the employees' responsibility to notify Fire Administration and provide appropriate documentation when they believe they are eligible to receive incentive pay. All incentive pay will become effective upon approval by Fire Administration.

ARTICLE 29
DRUGS AND ALCOHOL

29.1 All members of the bargaining unit shall be subject to the City's Drug Free Work Place Policy, Administrative Policy #59.

ARTICLE 30
SEVERABILITY CLAUSE

30.1 If any provision of this Agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other provisions and parts of this Agreement shall remain in full force and effect for the duration of this Agreement.

30.2 If any Article is rendered or declared invalid it shall be re-negotiated within sixty (60) days.

ARTICLE 31

PROHIBITION AGAINST REOPENING NEGOTIATIONS

31.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement. Neither party shall be permitted to re-open or re-negotiate this Agreement or any part of this Agreement, except as provided for herein.

ARTICLE 32

EDUCATION

32.1 All members of the bargaining unit will be entitled to education benefits according to the City's Education/Training Reimbursement Policy, Administrative Policy #58.

ARTICLE 33
BEREAVEMENT LEAVE

33.1 In the event of a death in an employee's immediate family, the employee shall be granted two (2) shifts off with pay. If the death requires out of state travel, one additional shift will be allowed. These days will not be charged against any other leave time and will not be considered as "time worked". The employee will be required to show proof of the death (obituary notice or other acceptable form of proof) and proof of out-of-state travel if utilized (plane ticket, gas slips, other acceptable form of proof). Bereavement leave must be used beginning on the shift following the death unless an alternative time frame is approved by the department.

33.2 For the purpose of this Article, immediate family shall be defined as: spouse, child, parent, stepparent, brother/step-brother, sister/step-sister, father-in-law, mother-in-law, grandfather, grandmother, grandchildren, brother-in-law, and sister-in-law. In the event the employee or their spouse was raised by someone other than one of the persons listed, the employee may request the leave as though the employee had been reared by one of the persons listed. However, this person must be identified, by written notification and placed in employee's file, one month prior to the usage of this bereavement leave.

33.3 Employees who are granted Bereavement Leave shall not be entitled to work under any circumstances unless called into work, in an

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emergency situation, by the Fire Chief and/or the City Manager or their respective designees.

ARTICLE 34

PENSION

34.1 The City agrees to allow pension plan members to recommend improvements to the pension plan. It is expressly understood that any costs associated with said improvements will be the permanent obligation of the pension plan members.

34.2 To improve communication and understanding of the issues the IAFF, the City and/or the pension board may request a meeting (workshop or other publicly advertised meeting) with the City Commission to clarify any impacts and answer questions regarding any proposed ordinance(s).

34.3 Bargaining unit members employed by the department prior to May 20, 2014, who have not entered the plan's DROP program will be eligible to enter the plan's DROP or BAC DROP program with an investment return equal to the Fund's investment return but not less than zero.

34.4 The maximum annual overtime compensation which will be applied toward the employee's Final Average Compensation retirement calculation will not exceed 472 hours per fiscal year. Regularly scheduled FLSA (Garcia) hours will count toward the 472 hour maximum. Beginning October 1 of each year, the first 472 hours of overtime paid (including Garcia hours) will be considered pensionable and counted toward the employee's Final Average Compensation. All overtime hours paid (including Garcia hours) in a fiscal year beyond 472 hours will not be pensionable.

34.5 The number of Personal Leave buyout hours for pension purposes will be the lesser of the number of Personal Leave hours available in the employee's bank as of May 20, 2014 or the number of Personal Leave hours paid at the time of separation.

34.6 Bargaining unit members hired before May 20, 2014, will receive a defined benefit plan with a multiplier of 3.37% for all years of service, and will be eligible for normal retirement upon the attainment of age 60; the attainment of age 55 and the completion of 10 years of credited service; or the completion of 20 years of credited service. Bargaining unit members hired on or after May 20, 2014, will receive a defined benefit plan with a 2.75% multiplier, and will be eligible for normal retirement upon the attainment of age 60; the attainment of age 55 and the completion of 10 years of credited service; or the attainment of age 52 with 25 years of credited service.

Additionally, employees hired on or after May 20, 2014, will not be eligible to participate in the plan's DROP or BAC DROP programs. All other lawful provisions of the defined benefit plan for employees hired on or after May 20, 2014, will be the same as those provided to employees hired prior to May 20, 2014.

34.7 By mutual consent, the IAFF and the City of Ormond Beach agree to share equally in Excess State Monies Reserves which come available and have it distributed annually as follows:

A. One-half will be used to reduce unfunded liabilities of the Firefighters' Pension Fund and one-half will remain in the fund to be used as determined by Firefighters Pension Plan members as permitted by law and consistent with section 34.1. The methodology for allocation of funds amongst members as part of the share plan will be based upon a majority vote by the Firefighters' Pension Fund members.

34.8 Once a pension member completes ten (10) years of credited service and becomes vested in the pension plan, the plan shall provide a default survivorship benefit to the beneficiary of the member's choice. This election will remain in effect until changed by the member at retirement. The cost of this benefit will be paid in full by the plan members.

ARTICLE 35
JOB CLASSIFICATIONS

35.1 There will be thorough and complete job descriptions for all employee classifications covered by this agreement.

35.2 The City and the IAFF will review job descriptions every two (2) years or during collective bargaining, whichever occurs first. Proposed changes in job descriptions will be submitted to the other party for review and comments; however the City retains the right to modify job descriptions after considering comments, if any, received from the IAFF.

ARTICLE 36
TERM OF AGREEMENT

36.1 This Agreement will become effective on the date of ratification by the respective parties and will remain in effect until September 30, 2025, with no re-openers.

36.1.1 This Agreement will remain in full force and effect until its successor is ratified and implemented, or until the impasse procedures are exhausted.

ARTICLE 37
PREVAILING RIGHTS

37.1 All rights, privileges, and working conditions enjoyed by the employees at the present time which are not included in this agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent. The Labor Management process will be utilized to reach mutual consent where needed. Excluded from above are economic matters or items found to be unreasonable, unsafe or not utilized by any career Fire Departments in Volusia County.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals on the date shown.

CITY OF ORMOND BEACH:

Bill Partington, Mayor

Date

Joyce Shanahan, City Manager

Date

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 3499:

Dan Brands, President

Date

David Randall, Vice-President

Date

Appendix 1

FIREFIGHTERS' BILL OF RIGHTS

You are being interviewed as part of an official administrative investigation conducted by the City of Ormond Beach Fire Department. The following provisions of Part VIII of Chapter 112, Florida Statutes shall apply and be complied with by the investigating authority.

1. The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.
2. No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably appraise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.
3. All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.
4. The firefighter under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.
5. Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.
6. The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer questions.
7. A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.
8. An employee or officer of an employing agency may represent the agency, and an employee organization may represent any member of a bargaining unit desiring such representation in any proceeding to which this part applies. If a collective bargaining agreement provides for the presence of a representative of the collective bargaining unit during investigations or interrogations, such representative shall be allowed to be present.

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9. No firefighter shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned, or otherwise disciplined or discriminated against in regard to his employment, or be threatened with any such treatment as retaliation for or by reason solely of his exercise of any of the rights granted or protected by this part.

I acknowledge that I have been informed and understand the above rights concerning this investigation.

_____ Name	_____ Date	_____ Time
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_____ Name	_____ Date	_____ Time
---------------	---------------	---------------

_____ Name	_____ Date	_____ Time
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FIREFIGHTERS' COLLECTIVE BARGAINING AGREEMENT

WITH THE CITY OF ORMOND BEACH

October 1, 2022 through September 30, 2025*

(STRIKE THROUGH VERSION)

**subject to effective dates specified by contract*

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PREAMBLE

This agreement is entered into by the City of Ormond Beach, Florida, hereinafter referred to as the "City" and the Ormond Beach Firefighters Association, Local 3499, IAFF, hereinafter referred to as the "IAFF" for the purpose of promoting harmonious relations between the City and the IAFF, to establish an orderly and peaceful procedure, to settle differences which might arise and to set forth the basic and full Agreement between the parties concerning rates of pay, hours of work, and other conditions of employment as provided by law.

ARTICLE I
RECOGNITION

1.1 The City hereby recognizes the IAFF as the exclusive bargaining representative for all matters affecting wages, hours, and working conditions as provided for in Chapter 447, Florida Statutes, for those employees in the unit certified by the Public Employees Relations Commission, in its certification No. RE-1052. Included in the unit are Firefighters, Driver Engineers, Lieutenants ~~(ladder officers)~~, and Captains ~~(engine officers)~~. Excluded from the unit are all other ranks above Captain.

~~1.2 — Effective October 1, 2001, all Lieutenants shall be changed in title to Captains (engine officers) and ladder officers' titles shall be changed to Lieutenants (ladder officers). The City and the Association will not oppose the petition to PERC for this unit clarification.~~

ARTICLE 2
MANAGEMENT RIGHTS

2.1 The IAFF and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the operations of all City Departments. Accordingly, the City specifically, but not by way of limitations, reserves the exclusive right to: hire, promote, and lay-off employees; discharge, demote, and suspend for just cause; rehire employees; determine the starting and quitting time and the number of hours and shifts to be worked, subject to the Hours of Work and Overtime Article; maintain the efficiency of employees, including by communication through supervisory personnel; merge, consolidate, subcontract, expand or close any department(s) or any part thereof or expand, reduce, alter, combine, assign or eliminate any positions with adequate notice, provided that the impact of any decision to merge, consolidate, or subcontract will be subject to bargaining; determine the number of employees assigned to each station or to each piece of equipment; control the use of equipment and property of the City; fill any job on a temporary, emergency or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate, modify and implement departmental policy, rules and regulations; and introduce new or improved services, maintenance procedures, materials, facilities and equipment. If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right or

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privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City.

ARTICLE 3
EMPLOYEE RIGHTS

3.1 The City and the IAFF agree not to interfere with the right of any eligible employee to become a member of the IAFF, withdraw from membership from the IAFF, or refrain from becoming a member of the IAFF.

3.2 There shall be no discrimination against any employee by reason of race, creed, color, age, national origin, sex, handicap or IAFF membership or activity, or lack of IAFF membership or activity. Reference to the use of the word "he" in this Agreement is for brevity only and shall be interpreted to mean "he" or "she".

3.3 Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy, not including arbitration available under this Agreement, without representation of the IAFF. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his immediate supervisor or other Departmental Official without the intervention of the IAFF, provided that the immediate supervisor or other Departmental Official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

3.4 In matters involving a formal grievance, the IAFF shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

ARTICLE 4
STRIKES AND LOCKOUTS

4.1 There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, against the City, or concerted failure or refusal to perform assigned work by the employees or the IAFF and there will be no lockouts by the City for the duration of this Agreement. The IAFF supports the City fully in maintaining normal operations.

4.2 Any employee who participates in or promotes such a strike, work stoppage, picket line, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City and only the question of whether he did in fact participate in or promote such action shall be subject to the grievance and arbitration procedure.

4.3 It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate injunctive relief.

4.4 "Picket line" as used herein shall mean any action which has the effect of preventing employees from reporting to or continuing work or preventing the public from entering any public facilities.

ARTICLE 5
DUES DEDUCTION

5.1 Upon receipt by the Finance Department of a lawfully executed written authorization form (approved by the City) from an employee, the City agrees to deduct the regular IAFF dues from such employee each pay of each month and remit such deduction to the Treasurer of the IAFF on a monthly basis. The IAFF will notify the City in writing thirty (30) days prior to any change in the regular IAFF dues structure.

5.2 An employee may, at any time, revoke his IAFF dues by submitting written notice of revocation to the City with a copy to the IAFF. The City shall discontinue dues deductions only on the first pay day of each calendar month, after thirty (30) days written notification to the IAFF.

5.3 The IAFF agrees to pay the City three cents (\$0.03) per member per pay period for the deduction of dues.

ARTICLE 6
PERSONNEL RECORDS

6.1 Each employee covered by this Agreement shall have the right to inspect his official personnel file, provided however, that such inspection shall take place off duty, or on duty with the prior permission of the Chief or designee. If permission is granted, an appointment to review the file must be made with the Human Resources Department. The file will be reviewed at the location where the official personnel file is kept. The employee shall have the right to obtain duplicate copies, consistent with the City's normal policy and payment for such copies under Public Records Act.

6.2 Employees shall have the right to file a written response to any letter of reprimand or other document, which is placed in the employee's official personnel file, subsequent to the effective date of this Agreement, as a result of supervisory action or citizen complaint. At the employee's request any such written response shall be included in the employee's official personnel file together with the letter of reprimand or other document against which it is directed.

6.3 To the extent permitted by law and in order to protect the privacy and promote the safety of employees, the City agrees not to directly or indirectly furnish the news media or the public with any employee's home address, telephone number, photograph, and other statutorily exempt material without his consent.

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6.4 The IAFF agrees not to directly or indirectly furnish the news media or the public with personnel records without the consent of the City and the employee thus mutually agreeing to the confidentiality of personnel records other than required by Law.

ARTICLE 7

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

7.1 When an employee temporarily works in a position that is above their normal assignment, it is referred to as “working higher class”.

7.2 There are four (4) scenarios where an employee would work higher class:

- Firefighter working as a Driver Engineer
- Driver Engineer working as a Captain
- Firefighter working as a Captain
- Captain working as a Battalion Commander

An employee who is temporarily assigned to a higher classification shall receive the higher classification pay rate, identified in Article 8, Promotions, for the period served in the higher classification. Employees working higher class to the position of Battalion Commander will receive 10%, in addition to any other applicable higher class pay.

7.3 In order to work higher class an employee must have passed a promotional exam for that position, or a similar higher classification clearance process ~~which would be similar to the practical portion of the promotional testing process and developed with IAFF input. developed with IAFF input, determined at the City's discretion.~~ Educational requirements for working higher class are:

Firefighter to Driver Engineer:

- Apparatus and Pump Operator Certification (issued by the Division of State Fire Marshal; Bureau of Fire Standards and Training)
- Aerial Operations Course

Driver Engineer to Captain

- Fire Officer I Certification (if obtained prior to December 1, 2013)
- Fire Officer II Certification (if obtained on or after December 1, 2013)

Firefighter to Captain:

- Fire Officer I Certification (if obtained prior to December 1, 2013)
- Fire Officer II Certification (if obtained on or after December 1, 2013)

7.4 An employee's privilege to work higher class may be revoked for safety concerns. If an employee's higher class privilege is revoked, the process for reinstatement shall be communicated, in writing, to the affected employee.

ARTICLE 8
PROMOTIONS

8.1 The City shall provide a promotional/testing procedure (as described below) for the purpose of establishing an eligibility list for the rank of Driver Engineer in April of each odd numbered year and of Captain ~~(engine officer)~~ in April of each even numbered year. A promotional list with less than three (3) candidates is an invalid list. At the Fire Chief's discretion, the City may choose to accept the list as valid. The City agrees to fill each budgeted vacancy within ninety (90) days when a valid eligibility list exists. If there is no valid eligibility list, the City will make all reasonable efforts to provide a promotional/testing procedure for the purpose of establishing an eligibility list within one hundred eighty (180) days. The eligibility list shall be valid for two (2) years or until a subsequent eligibility list is established.

8.2 The City shall announce promotional examinations and place listed study materials in all Fire Stations at least sixty (60) days in advance of said examinations. Station libraries will be reviewed each January and updated as needed. On duty employees will be released from duty without loss of pay or benefits while attending promotional tests. Off duty employees will take the test while off duty and will not be paid. Once an exam date is posted, employees intending to take the exam may not swap shifts if that would result in the employee being on duty during any portion of the exam.

8.3 Applicants for the position of Captain ~~(engine officer)~~ shall be given a written examination and a practical examination administered by an

outside agency or a mutually agreeable process. The practical process will consist of an assessment center style or other mutually agreed upon methodology. The ranking of each applicant will be determined as follows:

Written Exam	25%	Of actual score; passing score of 70% is required.
Practical Exam	75%	Of actual score; employees must pass all elements of the practical examination with a <u>total</u> score of 70% or higher for each element. <u>The fire ground scenario must be passed with a score of 70% or higher.</u>
Seniority	10 points	One-half (1/2) point per year of service up to maximum of ten (10) points for those candidates who successfully complete the promotional process.

8.4 Applicants for the position of Driver Engineer shall be given a written examination and a practical examination administrated by an outside agency or a mutually agreeable process using non-department assessors. The ranking of each applicant will be determined as follows:

Written Examination	35%	Of actual score; passing score of 70% is required.
Practical Examination	65%	Of actual score; employees must pass all elements of the practical examination with a <u>total</u> score of 70% or higher for each element. <u>The pumping scenario must be passed with a score of 70% or higher.</u>
Seniority	10 points	One-half (1/2) point per year of service up to a maximum of ten (10) points for those candidates who successfully complete the promotional process.

8.5 To participate in a promotional exam for the rank of Driver Engineer, the employee must be a regular non-probationary employee. To participate in a promotional exam for the rank of Captain, the employee must have either:

- 1) been in the position of Driver Engineer for twelve (12) months,
- 2) been eligible to work higher class as a Driver Engineer for twelve (12) months and be on the current promotional list for Driver Engineer,
- or
- 3) have any combination of the above for twelve (12) months.

To be eligible for promotion to the rank of Driver-Engineer, the employee must possess a Pump Operator Certificate of Competency which satisfies the requirements of Florida Statutes and the rules and regulations of the Division of State Fire Marshal, and have successfully completed the State of Florida Aerial Operators course.

To be eligible for promotion to the rank of Captain~~-(engine officer)~~, the employee must possess a Fire Officer I or higher Certificate of Competency if obtained before December 1, 2013, or a Fire Officer II or higher Certificate of Competency if obtained on or after December 1, 2013.

It shall be the employee's responsibility to provide all required documents to the City's Human Resources Department. In the event the employee fails to provide required documentation at least 30 days prior to any promotion he wishes to be considered, he shall be deemed ineligible for that promotion.

8.6 The Candidate with the highest score shall be placed at the top of the eligibility list with the candidates with lower scores following in descending order.

After the eligibility lists are created, the Fire Chief will select one of the top three (3) candidates from the eligibility list for the position. If a candidate is passed over more than one time, the Fire Chief shall provide the candidate with written justification for the pass-over.

8.7 The City and the IAFF will work together to provide a mock practical examination to precede the promotional exam.

8.8 Employees promoted from Firefighter to Driver Engineer will receive a 10% pay increase. Employees promoted from Driver Engineer to Captain will receive a 15% increase. Employees promoted from Firefighter to Captain will receive a 25% pay increase.

8.9 Promoted employees shall serve an active twelve (12) month probationary period in their new position for the purposes of evaluation and retention in the promoted position. Employees who do not successfully complete the probationary period will be automatically reduced to the previously-held classification and pay rate.

ARTICLE 9
ASSOCIATION REPRESENTATIVE

9.1 The IAFF shall be represented by its president or up to two (2) designated representatives in the Fire Department.

It shall be the responsibility of the IAFF to notify the City Manager and the Fire Chief in writing of any change in the designation of President or either of the two (2) designated representatives, subsequent to the execution of this Agreement.

9.2 The agenda of each regularly scheduled City Commission meeting will be made available to the IAFF or, if not available, provided upon request.

9.3 The President and two (2) members of the IAFF's negotiating committee (employees of the City) shall be permitted to attend, without loss of pay, the City commission meeting where final action is scheduled to be taken on the approval (or rejection) of this collective bargaining Agreement.

9.4 An employee representative of the IAFF, designated by the President, shall be permitted reasonable access, for a reasonable period of time, to all Departmental work locations to handle specific grievances and matters of interpretation of this Agreement. The exercise of such access rights by the Employee Representative shall not interfere with his duties or the duties of other employees.

9.5 Up to two (2) employee representatives of the IAFF who are engaged in the reopening of this contract shall be allowed to attend the negotiation sessions that occur within their normal duty hours without loss of pay or benefits. No shift swaps will be permitted after negotiations are scheduled for the employees who are engaged in negotiations.

9.6 Association meetings shall be permitted to be held at a centrally located fire station. Quarterly meetings will be scheduled, on a shift rotational basis, consisting of one (1) meeting on each date. Additional meetings will be allowed as needed, provided the permission of the Chief or his designee is obtained. The Chief and/or his designee will be invited to attend a portion of each meeting for a question and answer session. All efforts will be made to restrict meetings to no more than three (3) hours, not to include the time taken by the aforementioned question and answer session. Attendance of on duty employees will be allowed to include two (2) stations and one auxiliary unit, (i.e. ladder truck, rescue unit), if utilized by the department. Changes in unit assignments shall be allowed, at the discretion of the shift supervisor, to enable attendance. Higher class assignment changes will be allowed. However, no compensation will be provided for higher class as a result of assignment changes to accommodate attendance of association meetings. Assignment changes shall not impact operations or service.

ARTICLE 10
EMPLOYEE-MANAGEMENT RELATIONS

10.1 There shall be an Employee-Management Committee consisting of the following IAFF and Management representatives:

- Three (3) representatives of the IAFF, and
- Up to Three (3) representatives of the City.

10.2 Employee-Management Committee shall, upon request, meet on a quarterly basis on dates mutually agreed upon by the participants. The function of the Committee shall be to discuss general matters pertaining to employee relations and departmental operations, and particular matters relative to training. IAFF representatives attending Committee meetings during their off-duty hours shall not be compensated for the time spent in such meetings. Such attendance during off-duty hours is voluntary. The IAFF representatives attending Committee meetings during on-duty hours will be released from duty without loss of pay or benefits.

10.3 A Policies and Procedures Committee will be jointly established and represented by the IAFF and Fire Administration for the purpose of developing, reviewing and recommending changes to the Fire Chief regarding policies and procedures. Directive approval rests with the Fire Chief. The IAFF President will have the opportunity to sign the directive indicating it has been reviewed.

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10.4 The Committees shall not engage in collective bargaining or the resolution of grievances.

ARTICLE 11

SENIORITY

11.1 Seniority shall consist of continuous accumulated paid service (to include periods of authorized leave) with the Fire Department. Seniority shall be computed from the date of hire as recorded on the personnel form. Seniority shall also accumulate during absences in which the employee is receiving workers' compensation benefits as a result of an injury sustained during his employment with the City and during qualified FMLA absences. Whenever applicable, seniority in classification shall have preference. Seniority shall be utilized for the following purposes:

A. Scheduled Personal Leave for each calendar year will be scheduled in the order that Personal Leave requests are received; provided, however: 1) the department shall retain the right to disregard the order in which they were received in the event it becomes necessary to do so in order to provide adequate staffing, and 2) in the event two or more employees request the same Personal Leave period, requests submitted by a more senior (departmental seniority) member within seventy-two (72) hours of the six (6) month time frame referenced in Article 21.5 will be allocated to the senior member. Input of the leave request into the department's staffing software program by the more senior member will imply the desire to utilize the right of seniority for this purpose, however, the shift supervisors must be notified of the change of status for the requested leave date within the same seventy-two (72) hour period. Nothing contained herein shall be interpreted as restricting the department's right to cancel all scheduled leave during any given period in the event of disaster or emergency. Employees cannot earn

overtime for the same duty hours in which they have approved Personal Leave Time.

B. In the event of a temporary vacancy (such as that caused by a scheduled Personal Leave, etc.) within the department, the Shift supervisor may fill the vacancy from on duty, or if operationally necessary, from off duty personnel.

11.2 A. In the event a reduction of line personnel occurs, (lay-off), probationary employees will be laid off first. After which the last regular employee hired into the Fire Department shall be the first employee laid off.

B. Seniority in rank will be the determining factor when a reduction in rank occurs. Lieutenants ~~(ladder officers)~~, Captains ~~(engine officers)~~ and Driver Engineers may bump an employee in a lower rank. The last employee promoted shall be the first employee demoted in the event of a reduction/lay-off, or non-disciplinary demotion. For example, if it is necessary to lay-off a Captain position, the Captain who was most recently promoted will bump the Lieutenant who was most recently promoted. In turn, the Lieutenant who has been bumped will bump the Driver-Engineer who was most recently promoted. He will then bump the firefighter who was most recently hired. Employees who are reduced in rank as a result of a reduction/lay-off, or non-disciplinary demotion will be placed at the top of any future promotional list, effectively creating a list if none exists without the requirement of additional testing, so long as the employee continues to show proficiency and acceptable performance. Employees who are promoted to a formerly-held position within twelve (12) months of the reduction/lay-off, or non-disciplinary demotion will not serve a new probationary period.

However, employees promoted to a formerly-held rank more than twelve (12) months from the date of the reduction/lay-off, or non-disciplinary demotion shall serve a new promotional probationary period. The last employee reduced in rank as a result of a reduction/lay-off, or non-disciplinary demotion shall be the first employee on the eligibility list for that rank(s). In the event multiple employees are reduced in rank simultaneously, the order of placement on the promotional eligibility list for each rank shall be the order in which the affected employees were originally promoted to that rank, regardless of the employee's current rank.

C. No new employees shall be hired until the laid-off employee has been given an opportunity to return to work for a period of up to twelve (12) months from the date of lay-off. The last employee laid-off shall be the first recalled. To be eligible for recall, the employee must pass both the physical exam and the agility test mutually agreed upon. The employee will be notified by certified or registered mail of the employee's recall and must return to work within fourteen (14) calendar days. During the first seven (7) days, the employee must make arrangements to take both the physical exam and agility exam, and must pass both exams. Failure to respond to the recall notice within seven (7) days (excluding Saturdays, Sundays, and holidays), or failure to pass the physical or agility exam will result in a forfeiture of recall rights. Physical exams will be at the City's expense.

Notification of recall will be made to the employee's last known address as shown on City personnel records with a copy to the IAFF. The employee must notify the City of any change of address in order to maintain recall rights.

11.3 In the event a reduction in service occurs, including but not limited to ALS services (Paramedics) and where this certification or classification was previously considered a condition of employment, the City agrees to suspend or withdraw the condition(s). Should an employee, as a result of the above suspension or withdrawal, require additional certifications for employment, the certifications will be provided in accordance with Article 28.2. Any reduction in personnel will follow the provisions of Article 11.2.

11.4 Employees shall be allowed the opportunity to change station assignment (due to promotions, retirements, new stations, restructuring/reorganizing, transfer request, etc.) provided they meet the established qualifications for the position. Station assignment changes shall be determined by seniority in rank. When seniority in rank is tied, departmental seniority shall serve as the tie-breaker. When a vacancy exists the IAFF will provide a recommendation to management. The Fire Chief retains the right to make station assignments based on operational needs.

ARTICLE 12
PROBATIONARY PERSONNEL

12.1 All new employees of the Fire Department before being placed in an operational position shall successfully complete a mutually agreed upon agility test, similar to CPAT. Then the employee shall serve a probationary period of one (1) year, during which time they shall not be entitled to any seniority or tenure rights, but during such period new employees shall be subject to all other terms and conditions of this Agreement and applicable civil service regulations. Upon completion of said one (1) year probationary period, employees shall be known as regular employees and seniority rights and tenure shall accrue from commencement of the probationary period and shall be considered a part of such employees' seniority rights. Probationary employees are entitled to grieve but are not entitled to arbitrate under Article 17.

The probationary period may be extended by the Fire Chief or his designee up to an additional ninety (90) days provided the employee received a "conditional" or "unsatisfactory" rating during his probationary period.

ARTICLE 13
INTERNAL INVESTIGATIONS

13.1 At the request of any employee under investigation he shall have the right to be represented by one counsel and/or any other one representative of his choice (at his own expense) who shall be present at all times during any interrogation in which the employee is being questioned relative to alleged misconduct, that could result in disciplinary action. The person chosen must be available within seventy-two (72) hours. The employee may request a time frame extension which will be granted up to an additional seventy-two (72) hours or the employee must choose another representative or proceed without a representative.

13.2 Whenever a Fire Department Employee is subjected to an interrogation, such interrogation shall be conducted under Part VIII of Chapter 112, Florida Statutes, which may be cited as the "Firefighters' Bill of Rights". A copy of the Firefighters' Bill of Rights is attached as Appendix 1.

13.3 During investigations covered under the Firefighter Bill of Rights, questions shall be limited to the circumstances surrounding the allegations, which are the subject of the investigation.

13.4 The City shall not discharge or discipline any Fire Department employee without just cause and due process. If, in any case, the City finds there to be just cause for suspension or discharge, the employee and the

IAFF will be notified in writing that the employee has been suspended and may be subject to discharge.

13.5 The City agrees that no adverse action will be taken against any Fire Department employee who exercises the rights provided for in this Article.

13.6 In the cases in which the City chooses to relieve an employee from duty pending an investigation or other administrative proceeding determination, the following conditions will apply:

A. The employee may be suspended with or without pay or benefits for a maximum of thirty (30) calendar days.

B. At the end of a thirty (30) calendar day period the employee shall be reinstated, terminated or disciplined. If the investigation takes longer than thirty (30) days, the suspension may be continued with the employee on normal paid status until the investigation is concluded. If no disciplinary action is taken, the employee will be reinstated and all pay and benefits restored, including the period of unpaid suspension.

C. Should disciplinary action result from the investigation, that period of time during which the employee was relieved from duty without pay will be included in the disciplinary action. In the event that an employee has been paid, the employee's accrued personal leave time or compensatory time shall be charged as a set-off, and no further personal leave time will be accrued until the employee has paid back all monies received while on suspension with pay.

ARTICLE 14
BULLETIN BOARDS

14.1 Where City bulletin boards are available, the City agrees to provide space on such bulletin boards for IAFF use. Where bulletin boards are not available, the City agrees to provide such boards.

14.2 Copies of all materials, notices and announcements shall be submitted to the Fire Chief or his designee prior to posting on the bulletin board.

14.3 No materials, notices or announcements shall be posted which contain anything of a controversial nature and which adversely reflect upon the City of Ormond Beach, its independent agencies, its elected officials, its employees or any labor organization representing its employees.

14.4 The City electronic mail shall be available for union business when the nature complies with 14.3 understanding the electronic material is public record and the property of the City of Ormond Beach. All use of City computers shall be done in accordance with the City of Ormond Beach Policy for General Computer Use.

ARTICLE 15

VOTING

15.1 For employees who choose to vote during a primary, general, or special election and are required to work during the hours the polls are open, it is the expectation that those employees will utilize either the early voting option or use an absentee ballot when and where available. When unforeseen circumstances prevent an employee from utilizing an absentee ballot or early voting option, the department will provide an opportunity to vote per 15.2.

15.2 If the employee is unable to utilize absentee or early voting, the employee will have the option to utilize a last minute shift swap. If staffing allows, the shift supervisor will make the necessary arrangements to allow the effected employee time off to vote. Accommodations for voting will not cause overtime.

ARTICLE 16
DISCIPLINARY ACTION

16.1 In the event a non-probationary employee is to be discharged, suspended, or demoted, the City agrees the employee shall be provided with written notification of the just cause basis for the discharge, suspension, or demotion and the employee will be given an opportunity to explain his actions to the Fire Chief or his designee prior to the action becoming effective. The Chief (or designee) will meet with the IAFF designee prior to a final disciplinary decision being made if requested by the IAFF. The employee will be hand delivered the Fire Chief's decision prior to its effective date or it will be sent by certified mail to the address in the Human Resource Department records. This section does not apply to probationary status on promotions, provided that an employee who has been promoted may be demoted to his prior position during his probationary status without complying with this Section.

16.2 Upon request, any employee may obtain a copy of any (written or taped) statement which the employee (personally) has given to the City or the Fire Department in connection with any investigation based upon which disciplinary action can or will be taken against the employee. At the time of such request, the employee shall, prior to copies being made, be provided an estimated cost of copy. Should the employee then choose to proceed with the copy he shall be required to pay all costs relating to the copy of the employee's statement. In the event disciplinary action is to be taken, copies

of all documents that were considered in reaching the decision to take disciplinary action shall be provided at no cost to the affected employee(s).

16.3 In the event an employee becomes the subject of a formal Departmental or City investigation arising from a citizen complaint or allegation, the Department or City, whichever is appropriate, shall notify the employee of the disposition of the complaint upon the conclusion of the formal investigation.

ARTICLE 17

GRIEVANCE AND ARBITRATION PROCEDURE

17.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.

On any issue that could be heard by the Human Resources Board and is also subject to this Article, the employee shall elect which procedure to follow. The election of the Human Resources Board procedure will be considered a conclusive waiver of the grievance and arbitration procedure, and vice versa. An "issue" under this Section means an issue arising out of a single occurrence or set of events.

17.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall be considered denied. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, his grievance shall be considered conclusively abandoned. Any resolution of an oral grievance under Step I or a written grievance under Step II must be approved by Fire Chief or his designee before it becomes effective. If not approved, then the grievance can be appealed to Step III.

17.3 Grievances shall be presented in the following manner:

Step I. The employee shall first present the grievance to the employee's immediate supervisor within ten (10) days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee becomes knowledgeable of the cause of action. If the employee was on Personal Leave Time, or other compensated leave, the ten (10) day period shall commence running immediately upon the employee's return from such compensated leave. The first step between the employee and their immediate supervisor shall be on an informal and oral basis, and shall not involve the IAFF or any other representative of the employee, unless requested by the employee. The immediate supervisor shall, within five (5) days after presentation of the grievance, render a decision. Written documentation of the Step shall be retained and forwarded to the shift supervisor by the immediate supervisor.

Step II. Any grievance which cannot be satisfactorily settled with the employee's immediate supervisor shall be reduced to writing by the employee and shall next be presented to the shift supervisor within twenty (20) days of the occurrence of events which gave

rise to the grievance or from the date the employee becomes knowledgeable. The grievance will identify the Article(s) and Section(s) of the contract claimed to be violated, a factual basis for the grievance, and the relief sought. Within five (5) days after presentation of the grievance, the shift supervisor shall render the decision on the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

Step III. Any grievance which cannot be satisfactorily settled with the shift supervisor shall be reduced to writing by the employee and shall next be presented to the ~~Assistant-Deputy~~ Chief. Such grievance shall be presented to the ~~Assistant-Deputy~~ Chief in writing, within five (5) days of the date of completion of Step II or within five (5) days after the date that the answer was due under Step II. Within five (5) days after presentation of the grievance, the ~~Assistant-Deputy~~ Chief shall render the decision on the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

Step IV. Any grievance which cannot be satisfactorily settled with the ~~Assistant-Deputy~~ Chief shall next be presented to the Fire Chief. Such grievance shall be

presented to the Fire Chief in writing, within five (5) days of the date of completion of Step III or within five (5) days after the date that the answer was due under Step III. All discharge, suspension and demotion grievances shall begin at Step IV and must be filed within seven (7) days of the discharge, suspension or demotion. Within five (5) days after presentation of the grievance, the Fire Chief shall render the decision on the grievance in writing, unless a longer period of time is mutually agreed upon in writing.

Step V. Any grievance which cannot be satisfactorily settled with the Fire Chief may be appealed to the City Manager, or designee, either through a representative of the IAFF and the employee, or by the employee individually at the employee's option. The grievance as specified in writing in Step II, may be discussed by and between the employee and/or the representative of the IAFF and the City Manager or designee, within five (5) days after the completion of Step IV or within five (5) days after the date that the answer was due under Step IV. The City Manager or designee shall within seven (7) days after submittal (or such longer period of time as is mutually agreed upon in writing) render the decision in writing with a copy to the IAFF.

Step VI. ARBITRATION. In the event a grievance processed through the grievance procedure has not been resolved in Step V, the IAFF may request that the grievance be submitted to arbitration within fifteen (15) days after the City Manager or designee renders a written decision on the grievance or within fifteen (15) days after the date that the answer was due under Step V. A copy of the letter requesting arbitration must be provided to the other party. Either party may within the fifteen (15) day period, request the Federal Mediation and Conciliation Services to furnish a panel of seven (7) names from which each party shall have the option within five (5) days of receipt of striking three (3) names in alternating fashion, thus leaving the seventh (7th) which will give a neutral or impartial arbitrator. The party requesting arbitration shall have the first strike.

17.4 The City and the IAFF shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, hereafter shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance, the arbitrator shall base his/her decision on the written grievance as presented in Step II of the grievance procedure.

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment hereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as herein provided. To the extent such rules are not inconsistent with this Article, the arbitration hearing shall be conducted in accordance with the rules of procedure promulgated by the Federal Mediation and Conciliation Services.

17.5 Each party shall bear the expense of its own witnesses and of its own representatives for the purpose of the arbitration hearing. The impartial arbitrator's fees, if any, shall be borne by the non-prevailing party, as determined by the arbitrator. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties request or obtain a copy of the transcript.

17.6 Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days after the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

17.7 When a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the IAFF and the City, such grievance shall be presented

by the IAFF's Representative, by requesting a conference in writing with the Fire Chief within ten (10) days of having knowledge, or reasonably should have knowledge of the occurrence of the event(s). At this conference, the IAFF shall identify the issues and the remedy sought. If the grievance is not resolved within (10) days of the request for conference (whether or not a conference is actually held) the grievance shall be filed in writing on the official grievance form and be submitted at Step IV. The time limits provided in this section may be extended by mutual written consent. Where it is applicable to a number of employees, the employee(s) for whom relief is sought shall be identified in the grievance by name, rank or class of employees.

17.8 Days as used in this Agreement means any day City Hall is open for normal business.

17.9 Consistent with the provisions of the Florida Public Employees Relation Act, Chapter 447, Florida Statutes, unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Commission for funding of the Agreement. Accordingly, and notwithstanding any other provision of this Agreement except Section 17.5, the arbitrator shall have no authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate or cause, the City to have to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Commission for the funding of this Agreement

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as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

ARTICLE 18

TRAINING

18.1 The City agrees to make a good faith effort to promote on-the-job training for the purpose of improving the performance of employees, aiding employees to equip them for advancement to higher positions and greater responsibilities, and improving the quality of service rendered to the public. When the best interest of the City is served by employees taking seminars, courses, or acquiring or maintaining certifications, the City Manager or designee may approve the City's payment of such seminars, courses, and certifications.

18.2 The City will provide bi-annual EMT and paramedic re-certification classes (BLS, ACLS and any certification(s) required by the Volusia County Medical Director or his designee) to permit employees who are EMT certified or who are selected by the Fire Chief to fill a paramedic position to attend while on duty. If an employee, for any reason, does not attend the City-provided course(s), re-certification for EMT or paramedic will be at his/her own time and expense. For any other certification or re-certifications required as a condition of the employee keeping his or her current position, the provisions of 18.24 will apply. This does not include any driver's license requirements. Maintenance of any other certifications with the exception of the EMT or paramedic certifications and those required as a condition of an employee keeping his or her current position and any certifications which are utilized by the department will be at the employee's time and expense.

18.3 If a bargaining unit employee, who holds an instructor credential for any EMS or fire certification (BLS, ACLS, PHTLS, BTLS, ITLS, PALS, PEPP, TECC, TCCC, SAVE, Stop the Bleed) is utilized by the City to provide this training, the City must meet all the requirements of the certifying organization for said certification.

18.24 When the City requires an employee to attend training for specialized techniques, the City will make every reasonable effort to facilitate the employee attending such training during his normal working hours. In the event the City is unable to schedule the employee to attend such training during his normal working hours, the employee may be required to attend such training during his off-duty hours; provided however, that the time spent by the employee in such training during his off-duty hours shall be compensated at the appropriate rate only for hours actually spent in class plus necessary travel time to and from class. Upon completion of class, the employee must return to work at the end of the class.

18.53 If an employee is required to attend out of town training classes which require an overnight stay, and the employee is scheduled to work the twenty-four (24) hour shift on the day before the training class begins, the employee will be relieved from duty no later than 7:00 p.m. on the night preceding when the training class begins. If the class lasts for two days or more, the employee will not be required to return to work until the training

classes have been completed. If, for example, a class is scheduled in Ocala on Monday through Friday for two consecutive weeks and the employee is scheduled to work the intervening Saturday or Sunday, he will not be required to work on that date. If the employee is scheduled to work on the day following the completion of his training class, the employee will be relieved from duty until 7:00 p.m. on the date that he is normally scheduled to return to work. If the employee is not scheduled to work on the date following the conclusion of training class, he will return to work at his regularly scheduled time on his next regularly scheduled shift. For pay purposes, an employee will be treated as if he is working his regularly scheduled shifts during the time that he attends training classes. It is the intent of this section that employees not lose any pay nor receive any additional pay as a result of attending training classes.

18.64 A physical fitness/wellness training program will be jointly designed by the City and the IAFF. Once mutually agreed upon, such program will become mandatory.

ARTICLE 19
LEAVE OF ABSENCE

19.1 The Fire Chief may grant any employee a leave of absence without pay for a period not to exceed thirty (30) days. Leave of absence without pay for a period in excess of thirty (30) days but not more than six (6) months may be granted only upon the written approval of the City Manager. Failure of any employee to return to duty upon expiration of his leave of absence shall constitute the resignation of that employee. Holidays, Personal Leave Time, and any other benefits based on time spent in the employ of the City shall not accrue (or be credited) during a leave of absence without pay; provided, however, that if permitted by the Firefighters' Pension Plan, the employee may maintain his retirement credit by paying both his and the City's share of the Firefighters' Pension Plan contributions and further that the employee may maintain his health insurance coverage by paying the total cost of his group insurance premium. Longevity increases, and merit increases, and any other increases for which an employee may become eligible based on whole or in part on length of service with the City shall not be credited during any leave of absence without pay. An employee shall return from leave of absence to the same salary grade as at the time of commencement of leave of absence.

19.2 Any employee covered hereunder may be granted educational leave for the purpose of taking courses or attending conferences and/or seminars directly related to the employee's work as determined by the City Manager or his designee. Request for such educational leave must be

approved in advance by the City Manager or his designee. The decision of whether or not to grant such educational leave and the determination as to the degree of compensation, if any, and the provision of benefits, if any, shall be in the sole discretion of the City Manager or his designee.

If an employee is granted educational leave with full pay, the employee shall also be entitled to receive all City benefits in the same manner as if he were on active duty during the period of the leave. The entitlement to benefits, if any, for employees on partially compensated or uncompensated educational leave shall be determined by, and in the sole and exclusive discretion of, the City Manager or his designee.

19.3 An employee who is a member of the National Guard or an organized military reserve unit of the United States will be granted leave of absence in accordance with Florida Statutes §115.07 and City policy.

19.4 In the event an employee is granted a leave of absence, whether paid or unpaid, the employee shall promptly return to work upon termination of the leave. Absent extenuating circumstances beyond the control of the employee, when neither the employee nor someone acting on his behalf contacts the City, failure to return to work shall automatically be construed as resignation by the employee.

19.5 Employees qualifying for leave under the Family and Medical Leave Act (FMLA) will be entitled to such leave pursuant to the Family and Medical Leave Act and City policy.

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19.6 Employees who are on a leave of absence under any of the provisions of this Article shall not be entitled to work for the City for any reason unless called in to work in an emergency situation by the Fire Chief and/or the City Manager, or their respective designees.

ARTICLE 20

HOLIDAYS

20.1 The City will recognize the following holidays for employees:

New Year's Day

Martin Luther King's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

One (1) floating holiday, as designated by the City

20.2 If a holiday falls on an employee's off duty day, he shall receive 11.2 hours holiday pay at his regular straight time rate of pay or have a shift (24) hours added to Compensatory Leave Time, at the employee's discretion. Such compensatory time, if paid at termination of employment shall be equal to 11.2 hours pay for each 24 hours of compensatory leave for such holidays.

20.3 If an employee is required to work on one of the designated holidays, he shall receive payment at his regular rate of pay for all hours worked. In addition to his regular rate of pay, the employee shall receive 11.2

hours holiday pay at his regular straight time rate of pay or have a shift (24) hours added to Compensatory Leave Time, at the employee's discretion.

20.4 A day of holiday pay is equal to eleven and two-tenths hours (11.2) pay or 24 hours of compensatory leave per Article 20.2 for such holidays. Such compensatory time, if paid at termination of employment shall be equal to 11.2 hours pay for each 24 hours of compensatory leave for such holidays.

ARTICLE 21
PERSONAL LEAVE TIME

21.1 Every employee shall be eligible to use paid Personal Leave Time after completing six (6) months of employment. Employees shall start to earn Personal Leave Time as of their date of appointment as a Probationary Firefighter.

21.2 Scheduled personal leave time availability is limited to two (2) bargaining unit employees being off simultaneously.

21.3 All scheduled leave requests will be considered in the date/time order they were originated in the department's staffing software program on a first come, first serve basis. Exception: Seniority rights enacted in accordance with Article 11.1A (Seniority).

21.4 Following completion of 6 months as a firefighter, Personal Leave Time may be used as earned, provided the employee makes an appropriate request in the department's staffing software program at least 24 hours in advance for leave of one (1) shift or part of a shift. The Fire Chief or his designee shall determine the time Personal Leave Time may be taken and the methodology by which such leave may be requested. Such scheduled Personal Leave Time will be considered as "time worked" for the purposes of computing time worked for overtime purposes under Article 22.

21.5 Scheduled personal leave requests must be a minimum of four (4) hours. Scheduled personal leave requests of twelve (12) hours or greater can be submitted six (6) months in advance, other increments of Personal Leave requests, less than twelve (12) hours, can be submitted five (5) months in advance. Training, Military and Family Medical Leave requests can be submitted three (3) months in advance and will count towards the leave time availability as per Article 21.2. All Military deployments, FMLA, Workers' compensation and leave expected to or lasting more than nine (9) consecutive regularly scheduled shifts shall result in the employee being taken off the operational roster for leave purposes.

21.6 Employees shall be permitted to use scheduled personal leave without advanced approval when the following conditions are met:

- Employee or approved swap coverage arrives at duty assignment
- Sufficient personnel are on-duty to allow requested Personal Leave without creating overtime
- Replacement staffing has arrived at duty location
- Compensatory time shall be used first for this leave.

21.7 In the event of an unforeseen emergency, such as personal illness or family illness, no advance approval for the use of Personal Leave Time will be required. In order to maintain service, all bargaining unit members agree that unscheduled Personal Leave Time will only be used when it is impossible to give the advance notice normally required for the use of scheduled Personal Leave Time. If the use of unscheduled personal leave

due to an emergency creates a need for overtime, the employee whose use of the leave creates such need shall be charged with a minimum of four (4) hours leave. Employees shall notify management of an absence prior to the start of any scheduled shift. No doctor's certificate or any other proof of illness will be required under this section; provided, however, that if the City believes the use of unscheduled Personal Leave Time is being abused, the City will so advise the IAFF and the employee of the perceived abuse. If there is a dispute of whether there was abuse, that issue is subject to Article 17. If the abuse continues, the City reserves the right, upon two (2) weeks notice, to refuse to permit the abusing employee to charge leave to Personal Leave Time and any subsequent unscheduled leave for the following six (6) months will be taken without pay. For the second and any subsequent offense, the abusing employee shall also be subject to such progressive discipline as the Fire Chief, or his designee, determines appropriate. Unscheduled Personal Leave Time is leave that is not approved in advance in accordance with Section 21.4 and will not be considered as "time worked" for purposes of computing time worked for overtime purposes under Article 22.

21.8 Scheduled leave requests may be canceled up to three (3) weeks prior to the requested leave. All scheduled leave cancellations inside of three (3) weeks from the original requested date will be submitted to the shift supervisor and must be received at least twenty-four (24) hours in advance of the scheduled leave to be canceled. Cancellation requests inside of three (3) weeks from the requested leave will be honored if they eliminate the need for overtime or there is a leave request pending for the overlapping time period with confirmed proper notification and acceptance of/from the

pending leave holder. Any pending leave honored as a result of said cancellation would not eliminate any savings in overtime as a result of the cancellation.

21.9 An employee may request his/her scheduled Personal Leave Time pay of 48 hours (2 shifts) or more in advance of his/her scheduled leave by submitting a written request to the City Finance Department office at least two (2) weeks prior to starting the scheduled leave, after approval of the Fire Chief or his designee.

21.10 Personal Leave banks cannot exceed 756 hours as of the employee's anniversary date. Hours in excess of 756 at the employee's anniversary date and every anniversary date thereafter will be automatically forfeited. Exceptions to this automatic forfeiture include unique circumstances approved in advance by the Chief and Human Resources Director.

21.11 Personal Leave Time shall accrue at the following rates for each full calendar month of service:

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1 st year of employment with City	Eleven (11) hours per month
2 nd year thru 4 th year of employment with City	Fourteen (14) hours per month
5 th year thru 9 th year of employment with City	Nineteen (19) hours per month
10 th year thru 14 th year of employment with City	Twenty-two (22) hours per month
15 th year thru 19 th year of employment with City	Twenty-five (25) hours per month
20 th year thru 24 th year of employment with City	Twenty-eight (28) hours per month
25 th year and thereafter of employment with City	Thirty-three (33) hours per month

Personal Leave Time may not be used prior to accrual.

21.12 Any bargaining unit member with a minimum balance of 336 Personal Leave hours as of the employee's anniversary date may request a lump-sum payout of Personal Leave hours not to exceed 150 hours. Qualifying employees will receive notification of such before their anniversary date. Employees desiring to receive a payout of Personal Leave hours must submit the request form to the Finance department at least two (2) weeks in advance of their anniversary date. Every attempt will be made to process such payment with the payroll which includes the employee's anniversary date. This payment will be calculated at the hourly rate in effect on the employee's anniversary date. All hours paid under this section will be deducted from the employee's Personal Leave bank on the date of payment.

21.13 Upon separation from the City, any bargaining unit employee with hours remaining in their Personal Leave bank and/or Compensatory bank will receive a lump-sum payment of the total hours remaining. The maximum amount of Personal Leave hours eligible for payout is 1,152. In the event of death, the employee's estate or the employee's designated

beneficiary shall be entitled to a lump-sum payment of all accrued Personal Leave hours up to 1,152 and any remaining Compensatory hours.

21.14 Employees who are on leave under this article shall not be entitled to work for the City for any reason on the leave day unless called in to work in an emergency situation, by the Fire Chief and/or the City Manager, or their respective designees.

ARTICLE 22
HOURS OF WORK AND OVERTIME

22.1 The following provisions shall govern hours of work and overtime.

A. Two hundred sixteen (216) or two hundred forty (240) hours of work during a twenty-eight (28) consecutive day period will constitute a normal work cycle. Nothing herein shall guarantee an employee payment for any hours in a normal work cycle unless the employee actually works the hours.

B. Hours worked in excess of two hundred twelve (212) hours in a normal work cycle shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) the employee's regular straight time rate or an accrual of compensatory time equal to one and one-half ($1\frac{1}{2}$) the employee's straight time worked in excess of two hundred twelve (212) hours at the employee's choice. Compensatory accrual banks shall not exceed two hundred forty (240) hours. Such compensatory time shall be used prior to Scheduled Personal Leave or may be used in place of unscheduled personal leave if it does not cause overtime. A normal work cycle will begin on a Saturday at 7:00 a.m. and end on a Saturday 28 days later at 7:00 a.m. For purposes of computing hours worked, jury duty, paid FMLA, compensatory time and scheduled Personal Leave Time under Section 21.4 shall be considered as "time worked" for overtime purposes. Unscheduled Personal Leave Time under Section 21.7 and all other hours not worked, whether paid or unpaid, will not be considered as "time worked" for overtime purposes.

C. If an employee covered by this Agreement is called in to work at a time outside the employee's normal working hours, the employee shall receive a minimum of two (2) hours pay at the rate of time and one-half ($1\frac{1}{2}$) the employee's regular straight time rate plus any applicable higher class pay and may be required by the Chief or his designee to remain on duty for a minimum of two (2) hours. If the employee is permitted to go home and is then called in again during the two (2) hour period, the employee shall not receive any other compensation. If an employee covered by this Agreement is required to work additional hours which are contiguous with the employee's scheduled work hours, only the hours worked which are additional to the scheduled hours will be compensated at time and one-half in accordance with and subject to, Section 22.1 (B) of this Article.

D. No Supervisor or official shall take any action to cause the non-payment of time and one-half in circumstances in which an employee covered by this Agreement has been directed by a person in a supervisory position of Shift supervisor and above, to perform work which entitles the employee to payment of time and one-half. In the absence of the Shift supervisor, or a person of higher rank, the senior ranking officer on duty shall have authority to direct the performance of work by the lower ranking employee.

E. Any employee who, in the exercise of the employee's official duties, is ordered or required by the City to appear before any person or agency on one of the employee's regular days off, shall receive a minimum of four (4) hours' pay at the rate of time and one-half the employee's regular rate. All per diem compensation received by the employee for the appearance shall, upon receipt, be turned over to the City.

F. If the City Manager determines that civil emergency conditions exist, including riots, civil disorders, severe storm conditions, or what is judged by the City Manager to be some other public danger or emergency, the City Manager may suspend provisions of this Agreement for the duration of the declared emergency, provided, that the wage rates and monetary fringe benefits shall not be suspended.

G. Shift swaps will be limited to 432 hours per person per fiscal year. Shift swaps for approved training and/or military leave will not count toward the 432 hour maximum. Shift swaps may not be approved during pre-designated training events or other special events at the Fire Chief's discretion. Swaps may be requested with no advance notice. If the request is submitted with less than 24 hours' notice, shift supervisor approval, based on the following parameters is required:

- Pre-designated and/or mandatory training sessions or other special events have not been announced.
- The requested shift swap will not cause additional overtime.
- The requested shift swap will not cause personnel not involved with the shift swap to change stations unless the employee making the request gets approval from all employees being affected and shift supervisor.

Swaps will be permitted between individuals of the same rank as well as:

- A driver engineer or firefighter, who is qualified to work higher classification as an officer, may swap with an officer provided that no more than two (2) officers of the shift that he/she would work are working out of class.
- A firefighter, who is qualified to work higher classification as a driver engineer, may swap with a driver engineer.

Payback will be the sole responsibility of the individuals requesting the swap. Higher classification service as a result of a swap will not be compensated. Where employees swap, and the employee working is temporarily assigned to a higher classification, the temporarily assigned employee will be paid the rate of a higher classification in accordance with Article 7, Section 7.2.

H. In no case shall an employee be absent for any period exceeding fourteen (14) consecutive days while on any combination of personal leave and/or shift swaps without leaving a contact number or call back methodology for emergencies that have been declared by the City. The only exception to this section will be employees who are absent due to a Workers' Compensation injury or employees utilizing qualified FMLA Leave and disability leave. Employees who have been denied leave usage will receive prompt written notice of the reason for the denial.

I. When overtime is needed the City will determine the position/rank to be called based on the ability to provide the service. The City maintains the right to not fill vacancies.

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J. No overtime shall be mandated without exhausting the call out list of those eligible to work in the rank for the needed position. Members may be held over to insure response capability until the position can be filled. Before mandating someone, all ranks will be exhausted if an available position is open. ~~The mandated rank will be the one that caused the opening.~~

ARTICLE 23

UNIFORM, CLOTHING, AND EQUIPMENT

23.1 The City will provide uniforms when the wearing of a uniform is required by the City. The City will provide each employee with an allowance of ten (\$10.00) dollars per month for the purpose of the upkeep of uniforms. The City will maintain the current washers and dryers at each station and will supply the necessary cleaning solutions to clean these uniforms and/or linens.

23.2 The employee will be responsible for the uniforms, protective equipment, flashlights, badges, pagers and other equipment provided by the City. If any equipment or uniforms supplied by the City are lost, the employee will be charged for the replacement cost of the lost equipment or uniforms, unless the loss occurs at an emergency scene or in the line of duty. Upon termination of employment, the employee must return all issued equipment and uniforms prior to receiving the employee's final paycheck.

The replacement cost of any equipment or uniforms not so returned to the City will, to the extent permitted by law, be deducted from the employee's final paycheck.

23.3 The City agrees to have each City vehicle inspected by a qualified mechanic on no less than a quarterly basis.

23.4 The City will make every reasonable effort to provide a safe working place and issue the proper safety equipment and tools in order to

enhance the safety and welfare of all employees. The City shall allow the use of personally purchased equipment if NFPA compliant with prior department approval. Replacement costs will be at the employee's expense.

23.5 The City will provide employees an annual footwear allowance of ~~\$125.00~~150.00 payable on the first paycheck in October. Such footwear must be worn on the job. Additional reimbursement beyond the annual allowance will be determined on a case by case basis by the Fire Chief and Human Resource Director. Employees must provide a receipt indicating the date of the last purchase made along with a written request for additional reimbursement.

ARTICLE 24
WORKERS' COMPENSATION

24.1 The City will provide benefits in accordance with the provisions of Chapter 112 & 440, Florida Statutes, and Chapter 38F, Florida Administrative Code.

24.2 An employee covered hereunder who is temporarily disabled in the line of duty shall receive a combination of workers' compensation pay & paid disability leave, consisting of full pay and benefits for the period of his disability, subject, however, to compliance with all of the following conditions:

A. The disability involved must have resulted from an injury or an illness sustained within the line of duty as described in Chapter 112 & 440, Florida Statutes, and Chapter 38F, Florida Administrative Code. The City's determination of whether the disability involved is of the foregoing nature shall be based solely on the final determination made by the State Department of Labor and Employment Security's Division of Workers' Compensation, and/or the courts, pursuant to the provisions of Chapter 112 & 440, Florida Statutes, and Chapter 38F, Florida Administrative Code. Any benefits will be determined in strict accordance with Chapter 112 & 440, Florida Statutes, and Chapter 38F, Florida Administrative Code.

B. The City Manager or his designee, in his sole discretion, may utilize the services of a physician to determine whether any employee claiming disability is physically and/or mentally able to continue working or to return to work. The employee claiming disability may request a second

opinion of employees' choice of network providers at City's expense within fourteen (14) calendar days after receiving the opinion of the first physician.

C. Paid disability leave shall not exceed one thousand eight (1008) hours for any one injury. If, as a direct result of the continuation of the disability involved, the employee is unable to return to work at the end of the one thousand eight (1008) hours, the employee may petition the City to allow the employee to be carried in pay status beyond the one thousand eight (1008) hours. Upon receipt of such a petition, the City shall convene a panel comprised of the Fire Chief, the physician designated pursuant to Paragraph B above, and the City Human Resources Director, which panel shall make a recommendation to the City Manager as to the proper disposition of the employee's position petition. If the City Manager decides not to permit the employee to continue in pay status beyond the one thousand eight (1008) hours, the employee shall, after utilizing the employee's accrued annual Personal Leave Time and the employee's Sick Leave Bank, revert to normal workers' compensation benefits. If an employee is unable to perform the employee's regular duties as a firefighter, but is released by the physician to perform light duties, the City shall have the right to utilize this employee in any department within the City. Employees who are on leave under this Article shall not be entitled to work for the City for any reason unless called in to work in an emergency situation, by the Fire Chief and/or the City Manager, or their respective designees. If a physician determines an employee claiming disability is unable to ever perform the essential functions of their position, the one thousand eight (1008) hour provision will be terminated unless the employee requests a second opinion within fourteen (14) calendar days pursuant to provision 24.2

B above. If the second opinion agrees with the first, then this provision will be terminated.

24.3 At the request of the Fire Chief, the City Manager may direct any disabled or ill employee as previously defined herein, and covered hereunder to submit to a physical and/or mental examination conducted by a physician designated pursuant to Section 24.2, Paragraph B, above. The sole purpose of such examination shall be to determine whether the employee has a physical and/or mental disability which impairs the employee's effectiveness as a firefighter, limits the employee's ability to perform assigned duties or makes the continuation of the employee in the present position a danger to the employee, the public or other department employees. In the event the City Manager, in consultation with the Fire Chief and the designated physician, determines that any (job related or non-job related) disability does exist, the following action shall be taken:

A. If the designated physician determines that the disability can be corrected, the employee shall be allowed a reasonable period of time to have it corrected. During this period of time, and after consulting with the Fire Chief, the City Manager, in his discretion, may permit the employee to continue with the employee's normal duties, reassign the employee to other duties with the City or the Department, provide reasonable accommodations to the employee, or temporarily remove the employee from City service. If the employee is temporarily removed from City service during the period of time reasonable for the correction of his disability, the employee may utilize the employee's Personal Leave Time or Sick Leave Bank under Article 21, Section 21.9, available workers' compensation benefits or leave without pay

for the correctional period. However, if the employee fails to take the necessary steps to have the disability corrected within the reasonable period of time, the employee may be subject to dismissal from City service.

B. If, in the opinion of the designated physician, the disability cannot be corrected, and after consultation with the employee it is determined by the City that the employee, with or without reasonable accommodation, cannot perform the essential functions of the job, the City Manager, in consultation with the Fire Chief and the employee involved, shall attempt to place the employee in another City position which, in the City Manager's discretion, the employee can perform satisfactorily. Nothing herein shall require the City Manager to create a position for the employee or place the employee in a position which, in the City Manager's discretion, need not be filled. If the City Manager determines that the employee cannot successfully be placed in another position, or if the City Manager in consultation with the department head involved, determines that the employee, once placed in another position, is unable to perform satisfactorily in that position, the City shall separate the employee from the City's service either through retirement, if available under the City retirement system, or through dismissal.

24.4 The City has the right to choose any physician for treatment of on-the-job injuries, subject to the limitations of Section 440.13, Florida Statutes, and Chapter 38F, Florida Administrative Code

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24.5 No Provisions hereunder are intended to affect the employee's rights to apply for or receive in line of duty, disability, or any vested pension benefits that they may otherwise be entitled to.

ARTICLE 25

AUTHORIZED USE OF PRIVATE AUTOMOBILES

25.1 Any employee required to use his private automobile in the performance of his official City duties will be compensated at the rate established by Chapter 112, Florida Statutes.

ARTICLE 26
LEGAL BENEFITS

26.1 The City will defend employees against any legal actions taken against them as a result of their actions while acting in the scope of their employment (i.e., in the line of duty), unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and will initiate any proper and appropriate counter-suits in accordance with Chapter 111.07, Florida Statutes. A committee consisting of the City Manager, City Attorney, Fire Chief, and Human Resources Director will meet with the employee and his supervisor prior to determining if the employee's actions for which defense is sought were within the scope of their employment with the City.

26.2 The City agrees to indemnify all employees against any final judgment, including damages, costs and attorney's fees, arising from a complaint for damages or injury suffered as a result of any act or omission of action of any employee, in a civil or civil rights lawsuit described in Section 26.1 in accordance with Chapter 111.071, Florida Statutes. If the civil action arises under Section 768.28, Florida Statutes, as a tort claim, the limitations and provisions of Section 768.28, Florida Statutes, governing payment shall apply in accordance with Chapter 111.071, Florida Statutes. If the action is a civil rights action arising under 42 U.S.C. §. 1983, or similar federal statutes, payments for the full amount of the judgment shall be made unless the employee has been determined in the final judgment to have caused the harm intentionally in accordance with Chapter 111.071, Florida Statutes. A

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committee consisting of the City Manager, City Attorney, Fire Chief, and Human Resources Director will meet with the employee and his supervisor prior to determining if the employee's actions for which defense is sought were within the scope of their employment with the City.

ARTICLE 27

INSURANCE

27.1 The City agrees to maintain a hospitalization/dental insurance program. Employees will be provided the base program at City's expense. Dependents' cost and/or any cost above the base program will be provided by the employee.

27.2 Eligibility for hospitalization/dental insurance coverage under the City's plan shall begin the first of the month following thirty (30) days of employment. The City will make a good faith effort to maintain or exceed current levels of coverage. The City will also make a good faith effort to maintain low cost dependent coverage. In order to attempt to achieve this purpose, the City agrees to provide notice to the IAFF of the plans and plan design being considered by the City; and the IAFF shall be provided the opportunity to provide timely input for the City's consideration. For purposes of the grievance procedure, the IAFF will be deemed to have knowledge of the proposed plans on the date the plans are presented to the City Commission for approval.

ARTICLE 28

WAGES

28.1 Upon ratification of this Agreement by both parties, current bargaining unit employees shall receive wage adjustments as follows. Increases will be applied retroactively to October 1, 2022, provided the union ratifies the agreement no later than October 21, 2022.

A. Employees shall receive the greater of a \$1.53 an hour increase, an 8% increase, or brought to the minimum of their position pay range, as recommended in the 2022 Classification and Compensation Study, for the fiscal year beginning October 1, 2022, and ending September 30, 2023.

B. Employees shall receive an increase which equals the greater of a 2% increase for each year of service in the employee's current classification from the proposed minimum rate as recommended in the 2022 Classification and Compensation Study, or a 3% increase, for the fiscal year beginning October 1, 2023, and ending September 30, 2024. Employees will receive an additional increase in their base hourly rate as follows: employees with four or less years of service on October 1, 2023, will not receive an additional adjustment, employees with five or more years of service will receive an increase of .02 (two cents) to their base hourly rate for each continuous year of service with the City of Ormond Beach Fire

Department. This adjustment will be added to the employee's base hourly rate following the initial time in grade calculation.

C. Employees shall receive a 3.5% increase for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

28.2 ~~A. The EMT and/or EMT-P certification is considered a condition of continued employment provided these services continue to be offered by the department. Employees will receive an increase in base rate of twenty-five (25) cents for each additional certification or position assignment listed in section 28.2 D. The maximum total incentive pay (excluding Paramedic incentive) for an employee shall be limited to four (4) full certifications/position assignments per year.~~

~~—————B. The City will provide bi-annual EMT and paramedic re-certification classes (BLS, ACLS and any certification(s) required by the Volusia County Medical Director or his designee) to permit employees who are EMT certified or who are selected by the Fire Chief to fill a paramedic position to attend while on duty. If an employee, for any reason, does not attend the City-provided course(s), re-certification for EMT or paramedic will be at his/her own time and expense. For any other certification or re-certifications required as a condition of the employee keeping his or her current position, the provisions of 18.2 will apply. This does not include any driver's license requirements. Maintenance of any other certifications with the exception of the EMT or paramedic certifications and those required as a condition of an employee keeping his or her current position and any~~

~~certifications which are utilized by the department will be at the employee's time and expense.~~

~~_____C. If a bargaining unit employee, who holds an instructor credential for any EMS or fire certification (BLS, ACLS, PHTLS, BTLS, ITLS, PALS, PEPP, TECC, TCCC, SAVE, Stop the Bleed) is utilized by the City to provide this training, the City must meet all the requirements of the certifying organization for said certification.~~

~~D. The following additional c~~C~~ertifications and/or position assignments are designed to enhance the service level to the community. Employees will receive an increase above their base rate of pay in the amount of twenty-five (25) cents per hour for each additional certification or position assignment listed below; employees shall be limited to four (4) certifications/position assignments per year.~~

- (a) State Certified Fire Safety Inspector I or II
(Employees will be compensated for holding only one certification level)
- (b) State Certified Fire Service Instructor I, II, or III
(Employees will be compensated for holding only one certification level)
- (c) State Certified Fire Officer I or II (Employees will be compensated for holding only one certification level).
Promotion to officer rank will result in elimination of this certification pay.

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- (d) State Certified Fire Officer III or IV (Employees will be compensated for holding only one certification level)
- (e) Completing all NFPA 1670 certifications at the technician level. (Employees completing ~~Two~~ NFPA 1670 certifications at the technician level will receive ½ of the ~~above annual rate~~ increase amount stated above.)
- (f) State Certified Fire Apparatus and Pump Operator Promotion to Driver Engineer rank will result in elimination of this certification pay
- (g) One (1) National Fire Academy Residence Course (80 hours)
- (h) Twenty (20) Fire Science or EMS degree semester hours
- (i) State Certified “Live Fire Training” Instructor (LFT) I or II (Employees will be compensated for holding only one certification level)
- (j) State Certified Fire Investigation I or II (Employees will be compensated for holding only one certification level)
- (k) Fire and Life Safety Education
- (l) State certified Prescribed Fire Training
- (m) Pre-approved classes or series of classes of like hours and complexity that provide value to the Department and Community will be considered by the Chief or his designee.

- (n) Any EMS Instructor Credential (BLS, ACLS, PHTLS, BTLS, ITLS, PALS, PEPP, TECC, TCCC, SAVE, Stop the Bleed) or any others approved by the Chief or his designee. (Employees will be compensated for holding only one instructor credential.)

Position Assignments: Assignments will be reviewed every 24 months, or upon need, for possible rotation.

- EMS Quality Assurance officer (Limit 1 per shift)
- SCBA Officer: appropriate training and department utilization (one position available)
- Communications Technician/Liaison: Department assignment and utilization (one communications equipment technician and one dispatch liaison position available)
- Fire Explorer Coordinator (~~Limit 1~~ one position available)
- CPR Coordinator: Instructor Trainer certification and department utilization. This assignment is in addition to certification (n) above. (one position available)
- EMS Supply Coordinator: Department utilization (one position available)
- Department Quartermaster: Department utilization (one position available)
- Pre-Plan Coordinator (~~Limit 1~~ one position available)

28.3 The EMT and/or EMT-P certification is considered a condition of continued employment provided these services continue to be offered by the department. In addition to the above incentives, employees who are so certified by the State of Florida ~~to perform advanced life support as a paramedic~~ pursuant to Part III, Chapter 401, Florida Statutes, and cleared by the Volusia County Medical Director, shall receive ~~four five thousand five hundred sixeight thousand five hundred~~ (\$~~5,5008,000~~) dollars per year as incentive pay (\$~~1.88872.74725~~ per hour above the employee's base hourly rate). Re-certification and any continuing education training that is required of these employees by the City, State or by the Medical Director shall be provided by the City at the City's expense. Should the paramedic fail to attend the City-provided training, the employee shall attend at his or her own time and expense. The determination of the number of authorized paramedic positions shall be in the sole and exclusive discretion of the City after discussion and review at a scheduled Labor/Management meeting.

28.4 Employees who are a part of the City's Special Response Team (SRT) will receive a 2.5% increase over their base rate (Limit 2two positions available).

28.45 It is the employees' responsibility to notify Fire Administration and provide appropriate documentation when they believe they are eligible to receive incentive pay. All incentive pay will become effective upon approval by Fire Administration.

ARTICLE 29
DRUGS AND ALCOHOL

29.1 All members of the bargaining unit shall be subject to the City's Drug Free Work Place Policy, Administrative Policy #59.

ARTICLE 30
SEVERABILITY CLAUSE

30.1 If any provision of this Agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other provisions and parts of this Agreement shall remain in full force and effect for the duration of this Agreement.

30.2 If any Article is rendered or declared invalid it shall be re-negotiated within sixty (60) days.

ARTICLE 31

PROHIBITION AGAINST REOPENING NEGOTIATIONS

31.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement. Neither party shall be permitted to re-open or re-negotiate this Agreement or any part of this Agreement, except as provided for herein.

ARTICLE 32

EDUCATION

32.1 All members of the bargaining unit will be entitled to education benefits according to the City's Education/Training Reimbursement Policy, Administrative Policy #58.

ARTICLE 33
BEREAVEMENT LEAVE

33.1 In the event of a death in an employee's immediate family, the employee shall be granted two (2) shifts off with pay. If the death requires out of state travel, one additional shift will be allowed. These days will not be charged against any other leave time and will not be considered as "time worked". The employee will be required to show proof of the death (obituary notice or other acceptable form of proof) and proof of out-of-state travel if utilized (plane ticket, gas slips, other acceptable form of proof). Bereavement leave must be used beginning on the shift following the death unless an alternative time frame is approved by the department.

33.2 For the purpose of this Article, immediate family shall be defined as: spouse, child, parent, stepparent, brother/step-brother, sister/step-sister, father-in-law, mother-in-law, grandfather, grandmother, grandchildren, brother-in-law, and sister-in-law. In the event the employee or their spouse was raised by someone other than one of the persons listed, the employee may request the leave as though the employee had been reared by one of the persons listed. However, this person must be identified, by written notification and placed in employee's file, one month prior to the usage of this bereavement leave.

33.3 Employees who are granted Bereavement Leave shall not be entitled to work under any circumstances unless called into work, in an

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emergency situation, by the Fire Chief and/or the City Manager or their respective designees.

ARTICLE 34

PENSION

34.1 The City agrees to allow pension plan members to recommend improvements to the pension plan. It is expressly understood that any costs associated with said improvements will be the permanent obligation of the pension plan members.

34.2 To improve communication and understanding of the issues the IAFF, the City and/or the pension board may request a meeting (workshop or other ~~publically~~publicly advertised meeting) with the City Commission to clarify any impacts and answer questions regarding any proposed ordinance(s).

34.3 Bargaining unit members employed by the department prior to May 20, 2014, who have not entered the plan's DROP program will be eligible to enter the plan's DROP or BAC DROP program with an investment return equal to the Fund's investment return but not less than zero.

34.4 The maximum annual overtime compensation which will be applied toward the employee's Final Average Compensation retirement calculation will not exceed 472 hours per fiscal year. Regularly scheduled FLSA (Garcia) hours will count toward the 472 hour maximum. Beginning October 1 of each year, the first 472 hours of overtime paid (including Garcia hours) will be considered pensionable and counted toward the employee's

Final Average Compensation. All overtime hours paid (including Garcia hours) in a fiscal year beyond 472 hours will not be pensionable.

34.5 The number of Personal Leave buyout hours for pension purposes will be the lesser of the number of Personal Leave hours available in the employee's bank as of May 20, 2014 or the number of Personal Leave hours paid at the time of separation.

34.6 Bargaining unit members hired before May 20, 2014, will receive a defined benefit plan with a multiplier of 3.37% for all years of service, and will be eligible for normal retirement upon the attainment of age 60; the attainment of age 55 and the completion of 10 years of credited service; or the completion of 20 years of credited service. Bargaining unit members hired on or after May 20, 2014, will receive a defined benefit plan with a 2.75% multiplier, and will be eligible for normal retirement upon the attainment of age 60; the attainment of age 55 and the completion of 10 years of credited service; or the attainment of age 52 with 25 years of credited service.

Additionally, employees hired on or after May 20, 2014, will not be eligible to participate in the plan's DROP or BAC DROP programs. All other lawful provisions of the defined benefit plan for employees hired on or after May 20, 2014, will be the same as those provided to employees hired prior to May 20, 2014.

34.7 By mutual consent, the IAFF and the City of Ormond Beach agree to share equally in Excess State Monies Reserves which come available and have it distributed annually as follows:

A. One-half will be used to reduce unfunded liabilities of the Firefighters' Pension Fund and one-half will remain in the fund to be used as determined by Firefighters Pension Plan members as permitted by law and consistent with section 34.1. The methodology for allocation of funds amongst members as part of the share plan will be based upon a majority vote by the Firefighters' Pension Fund members.

34.8 Once a pension member completes ten (10) years of credited service and becomes vested in the pension plan, the plan shall provide a default survivorship benefit to the beneficiary of the member's choice. This election will remain in effect until changed by the member at retirement. The cost of this benefit will be paid in full by the plan members.

ARTICLE 35
JOB CLASSIFICATIONS

35.1 There will be thorough and complete job descriptions for all employee classifications covered by this agreement.

35.2 The City and the IAFF will review job descriptions every two (2) years or during collective bargaining, whichever occurs first. Proposed changes in job descriptions will be submitted to the other party for review and comments; however the City retains the right to modify job descriptions after considering comments, if any, received from the IAFF.

ARTICLE 36
TERM OF AGREEMENT

36.1 This Agreement will become effective on the date of ratification by the respective parties and will remain in effect until September 30, ~~2022~~2025, with no re-openers, ~~except for a reopener on Article 34 Pension.~~

36.2 This Agreement will remain in full force and effect until its successor is ratified and implemented, or until the impasse procedures are exhausted.

~~36.3 At any time after March 1, 2020¹, either party may notify the other party that it wishes to reopen the Agreement to negotiate changes to Article 34 Pension. Once that notice, which must be in writing and must be delivered to the parties' lead negotiator, is given, the parties will commence bargaining as promptly as reasonably practicable based on each parties' availability where they may negotiate an agreement to make changes to pension plans to be offered to employees per Article 34 Pension. Such changes may include transferring members of the existing City Pension Plan to FRS or may only be changes to the existing City Plan. The parties will make a good faith effort to commence, conduct, and conclude negotiations as expeditiously as possible.~~

¹~~Which is the date that a Foster & Foster cost study is expected to be completed.~~

ARTICLE 37
PREVAILING RIGHTS

37.1 All rights, privileges, and working conditions enjoyed by the employees at the present time which are not included in this agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent. The Labor Management process will be utilized to reach mutual consent where needed. Excluded from above are economic matters or items found to be unreasonable, unsafe or not utilized by any career Fire Departments in Volusia County.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals on the date shown.

CITY OF ORMOND BEACH:

Bill Partington, Mayor

Date

Joyce Shanahan, City Manager

Date

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 3499:

Dan Brands, President

Date

David Randall, Vice-President

Date

Appendix 1

FIREFIGHTERS' BILL OF RIGHTS

You are being interviewed as part of an official administrative investigation conducted by the City of Ormond Beach Fire Department. The following provisions of Part VIII of Chapter 112, Florida Statutes shall apply and be complied with by the investigating authority.

1. The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.
2. No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably appraise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.
3. All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.
4. The firefighter under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.
5. Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.
6. The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer questions.
7. A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.
8. An employee or officer of an employing agency may represent the agency, and an employee organization may represent any member of a bargaining unit desiring such representation in any proceeding to which this part applies. If a collective bargaining agreement provides for the presence of a representative of the collective bargaining unit during investigations or interrogations, such representative shall be allowed to be present.

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City of Ormond Beach and IAFF
FY 2022-2025

9. No firefighter shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned, or otherwise disciplined or discriminated against in regard to his employment, or be threatened with any such treatment as retaliation for or by reason solely of his exercise of any of the rights granted or protected by this part.

I acknowledge that I have been informed and understand the above rights concerning this investigation.

Name	Date	Time

Name	Date	Time

Name	Date	Time



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: October 18, 2022

Subject: Consent to Assignment and Assumption Agreement of Tymber Creek Utilities Water Supply Agreement

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request for the City Commission to authorize the signing of the attached Assignment and Assumption Agreement, acknowledging the transfer of the rights, title, and interest related to the Water Supply Agreement between the City of Ormond Beach (City) and Tymber Creek Utilities (TCU) to CSWR-Florida Utility Operating Company, LLC (CSWR).

Background

On July 30, 1996, TCU entered into a Water Supply Agreement with the City, wherein the City agreed to furnish and TCU agreed to purchase a supply of potable water at a wholesale rate, metered through a master meter located at the point of service. This metered wholesale water is then distributed through a TCU owned distribution system and provided to residents within the TCU service area for retail purchase from TCU. The City and TCU have continuously maintained the arrangement through this agreement since its execution in 1996.

On April 16, 2022, the City was provided a copy of the purchase and sale agreement of TCU to CSWR per condition of this agreement. With this notice, the intent of CSWR to continue as successor to the wholesale agreement was stated.

Discussion

The existing water supply agreement with TCU states, "The Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld." This Assignment and assumption agreement satisfies that requirement of the agreement between the City and TCU.

The City and TCU have successfully maintained a mutually beneficial relationship since 1996. TCU currently purchases approximately 2 million gallons of water per month at a rate of \$2.57 per 1,000 gallons. This rate adjusts with increases to City of Ormond Beach retail customers.

Budget Impact

There is no budget impact.

Citizen Impact

By providing wholesale water to TCU, the City can ensure that the residents of the Tymber Creek development are provided safe drinking water.

Recommendation

Staff recommends that the City Commission authorize the Assignment and Assumption Agreement of the Water Supply Agreement; allowing this agreement, executed with TCU, to be assigned to CSWR-Florida Utility Operating Company, LLC.

Attachments:

- 22-138 Consent to Assign TCU Water Agr (P22-0149G) (PDF)
- Assignment and Assumption Agreement (City of Ormond - Water Supply Contract) (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/7/2022


Claire Whitley, Assistant City Manager 10/11/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/12/2022

RESOLUTION NO. 2022-138

A RESOLUTION AUTHORIZING EXECUTION OF AN ASSIGNMENT AND ASSUMPTION AGREEMENT BY TYMBER CREEK UTILITIES, INC. IN FAVOR OF CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and Tymber Creek Utilities, Inc. are parties to a Water Supply Agreement dated July 30, 1996 whereby the City provides wholesale water to Tymber Creek for its water utility system, and

WHEREAS, CSWR-Florida Utility Operating Company, LLC recently purchased Tymber Creek's water utility system, and

WHEREAS, the City desires to give its consent to the Assignment and Assumption Agreement (of the aforementioned Water Supply Agreement) in favor of CSWR-Florida Utility Operating Company, LLC, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute an Assignment and Assumption Agreement in favor of CSR-Florida Utility Operating Company, LLC. A copy of said Assignment is attached hereto and incorporated herein by reference.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“Assignment”) is made effective as of the ____ day of _____, 2022 (“Effective Date”) by **TYMBER CREEK UTILITIES, INC.**, a Florida corporation (“Assignor”) in favor of **CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC**, a Florida limited liability company (“Assignee”) (Assignee's Mailing Address: 1630 Des Peres Rd., Ste. 140, St. Louis, MO 63131).

For Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Water Supply Agreement, by and between Assignor and City of Ormond Beach, a Florida municipal corporation (the “City”), as set forth on Exhibit A attached hereto (the “Water Supply Agreement”). By its execution of this Assignment, the City consents to and approves the transfer, assignment and assumption of the Water Supply Agreement by Assignor to Assignee, for all purposes as of the Effective Date.

Any capitalized terms not expressly defined herein shall have the meaning set forth in that certain Purchase and Sale Agreement dated August 12, 2021, as assigned and amended, by and between Assignor and Assignee (the “Agreement”).

As of the Effective Date, Assignee hereby assumes and agrees to perform all of the obligations of Assignor under the Water Supply Agreement, to the extent any such obligations accrue and are applicable to periods from and after the date hereof or which accrue prior to the date hereof for which Assignee received a credit on the closing statement of even date herewith between the parties (or pursuant to any post-closing adjustment thereof).

Assignor hereby agrees to indemnify, defend and hold harmless Assignee and its affiliates from and against any and all liabilities, claims, costs and expenses, including, without limitation, reasonable attorney’s fees, relating to acts or omissions accruing under the Water Supply Agreement prior to the date hereof. Assignee hereby agrees to indemnify, defend and hold harmless Assignor and its affiliates from and against any and all liabilities, claims, costs and expenses, including, without limitation, reasonable attorney’s fees, relating to acts or omissions accruing under the Water Supply Agreement from and after the date hereof or with respect to obligations otherwise assumed by Assignee herein. The Agreement contains provisions which govern actions for indemnity under any document or instrument executed pursuant to the Agreement to which reference is here made for all purposes. The obligations of the parties hereunder shall survive the Closing.

If any litigation between Assignor and Assignee arises out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party’s costs and expenses of such litigation including, without limitation, reasonable attorneys’ fees.

This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Signatures to this Assignment transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or “PDF” file, or electronic signature software, such as “DocuSign”) shall be valid and effective to bind the party so signing.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Assignor, Assignee and the City have executed this Assignment as of the ____ day of _____, 2022.

ASSIGNOR:

TYMBER CREEK UTILITIES, INC., a Florida corporation

By: The Fifth Restatement of the Revocable Trust Agreement of J. Stanley Shirah, dtd 1-8-2020, sole shareholder

By: _____
T. Brent Jenkins, Trustee

ASSIGNEE:

CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, a Florida limited liability company

By: Central States Water Resources, Inc., a Missouri corporation, its manager

By: _____
Josiah M. Cox, President

Agreed and Accepted by:

CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
Name: _____
Title: _____

EXHIBIT "A"

WATER SUPPLY AGREEMENT

This Agreement is made and entered into this the 30th day of July, 1996 (the "Agreement"), between the CITY OF ORMOND BEACH, a Florida municipal corporation (the "CITY"), and TYMBER CREEK UTILITIES, INC., a Florida corporation ("TCU").

RECITALS

1. TCU currently owns a water utility system ("TCU's System") currently certificated to provide water service to properties and customers in Volusia County, Florida.
2. Rather than purchasing TCU's System, the CITY has proposed that TCU purchase potable water from the CITY on a wholesale basis and acknowledges the continuing permanent benefit which the CITY will receive by virtue of being able to annex the service area hereafter described and to provide wholesale water service to TCU and its current and future customers pursuant to the terms hereof.
3. The CITY's ability to provide wholesale water service is deemed by the CITY to be of economic benefit to the CITY and its citizens.
4. The feasibility of TCU's operation of its water system is dependent upon the CITY's provision of wholesale water service.
5. In reasonable reliance upon the eventual provision of wholesale water service, TCU has foregone the expansion and renovation of its existing water treatment and production facilities.
6. TCU and the CITY believe and acknowledge that it is in the best interest of each party to enable the provision of wholesale water service by the CITY to TCU, and therefore, the parties hereto agree that this Agreement is entered into under the CITY's proprietary, and not governmental, capacity.
7. The CITY and TCU hereby acknowledge and warrant to each other that this Agreement and any future acts as required hereby are binding and enforceable on the CITY and TCU in accordance with their terms.
8. The agreement of the CITY to provide wholesale water service as set forth in this Agreement and to be bound by this Agreement, as well as the CITY's assurance to TCU that this Agreement is enforceable against the CITY and that the CITY will not seek to thwart enforcement based on any claim of invalidity, are all material inducements to TCU to enter into this Agreement, and TCU would not enter into this Agreement but for such agreement and assurances by the CITY.

9. TCU and the CITY have already made and will continue to make financial commitments in contemplation of entering into this Agreement.

10. The CITY is willing to provide wholesale water service to TCU, and TCU is willing to receive wholesale water service from the CITY, only as under the terms of this Agreement.

11. The CITY is willing to enter into an agreement with TCU to supply potable water to customers residing within the specific service area for potable water included within TCU's Certificate of Authorization as issued by the Florida Public Service Commission (the "PSC"), as described on Exhibit "A" attached hereto which is intended to include the entire Tymber Creek Planned Unit Development as approved by Volusia County on the date of execution of this Agreement (the "Service Area").

ACCORDINGLY, in consideration of the above-stated recitals, in consideration of mutual benefits in the public interest, and in consideration of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part hereof.

II. **Service to be Provided.**

A. The CITY agrees to furnish and TCU agrees to purchase a supply of potable water in accordance with the terms of this Agreement. The supply of potable water shall be delivered and taken through a new eight (8") service line to be constructed by TCU and connected to a master meter (the "Master Meter") which will be installed by the CITY at the CITY's expense, on the existing potable water transmission line on the West side of Tymber Creek Road.

B. The potable water furnished pursuant to this Agreement shall be transmitted through transmission lines owned by TCU, to customers residing within the Service Area.

III. **Quantities to be Provided.** The average daily supply of potable water provided by the CITY shall meet all reasonable requirements of customers regularly supplied by TCU in accordance with the provisions of TCU's existing Certificate of Authorization as issued by the PSC. The volume of water is estimated to be 200,000 gallons per day maximum day demand, in addition to the necessary fire flow.

IV. Legal.

A. This Agreement is entered into under the authority of the Florida Constitution (including without limitation Article VIII, Section 2(b) thereof), the general powers conferred upon the CITY by statute and otherwise (including without limitation Chapters 159, 163, 166, and 180, Florida Statutes), and the CITY's Charter.

B. The Agreement shall be in force and effect from the date the Service Area is annexed into the corporate limits of the CITY.

C. No officer, employee, or agent of either party, whether elected or appointed, shall have the authority to amend, modify or alter the Agreement or to waive any of its provisions or to bind either party by making any promise or representation not contained in the Agreement.

D. The Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

E. The CITY will not be responsible in damages for any interruption or failure to supply potable water and shall be indemnified and held harmless by TCU from all damages of any kind, nature and description which may arise as a result of entering into the Agreement and providing potable water under the Agreement. TCU shall include the CITY as an additional insured on all of its liability insurance policies and shall provide evidence thereof to the City Clerk.

V. Regulations.

A. TCU may not permit any potable water provided under the Agreement to be used by any customer residing outside of the Service Area without the prior written approval of the City Commission of the CITY ("the City Commission") and, if required, the PSC. This shall not apply to emergency service provided to other water customers of the CITY.

B. At the end of each calendar year, and not later than January 31st of each year, TCU shall provide to the City Manager a copy of TCU's prevailing water rate schedule as applicable to TCU's water customers, which schedule shall include all rates and relevant information and the premise on which rates have been formulated.

C. TCU will provide the City Manager with a copy of all documents filed with the PSC subsequent to the effective date of this Agreement.

D. TCU shall submit to the CITY, upon request, a report showing the amount of water received from the CITY and the amount provided and billed to customers

during any period. TCU shall also provide such other information regarding billing, collection and deficiencies as may be requested by the CITY from time to time.

VI. Rights.

A. If TCU fails to pay any bill for potable water provided pursuant to this Agreement within thirty (30) days of the date such bill is rendered by the CITY, the CITY reserves the right to then require TCU to deposit a sum equal to the estimated costs for potable water supplied during a period of ninety (90) days at the prevailing metered rate. In event of the filing of any proceeding by TCU in any U.S. Bankruptcy Court, it is agreed by the parties that such sum shall be paid to the CITY as the required reasonable assurance for the continued provision of potable water to TCU by the CITY.

B. The CITY reserves the right to inspect, test, repair, and replace the Master Meter as required.

C. The CITY reserves the right, at law or in equity, by civil action, mandamus or other proceeding, to enforce or compel the performance of any or all covenants contained in the Agreement.

D. The CITY reserves the right to shut off the water and terminate service to TCU after giving TCU 30 days' written notice of its intention to do so due to TCU's failure or refusal to fulfill any obligation or condition set forth in the Agreement. The discontinuance of service for such cause shall not release TCU from its obligation to pay all bills due in accordance with the Agreement. Upon payment of such bills in full, service may be restored in accordance with CITY rules and regulations.

VII. Water Quality.

A. The CITY shall supply TCU with water of a quality commensurate with the quality standards for public water systems, as set forth in Part III, Chapter 62-550, **Florida Administrative Code**, as amended from time to time.

B. The CITY shall make available for inspection by TCU, at reasonable times after reasonable prior notice, all of the records which the CITY is required to maintain pursuant to **Fla. Admin. Code R. 62-550.720**, as amended from time to time.

C. The CITY shall bear no degree of responsibility for the water quality at any point on TCU's side of the Master Meter. TCU shall be responsible for maintaining the water quality at all points beyond the Master Meter and within TCU's distribution system.

D. TCU shall notify and keep the CITY informed of its responsible certified water supply operator.

E. TCU shall immediately notify the CITY's Utilities Manager of any emergency or condition which may affect the quality of water in either party's system.

F. The CITY reserves the right to make inspections of those facilities which may affect the quality of the water supplied to TCU and to perform any required tests. All such inspections and tests shall be made at reasonable times and upon reasonable prior notice.

VIII. Equipment and Operation.

A. TCU shall provide and maintain all service mains, valves, meters and other appurtenances comprising TCU's distribution system.

B. All lines, meters and appurtenances installed or replaced after the effective date of the Agreement shall be in compliance with **Article IV** of the CITY's **Land Development Code** unless otherwise authorized by the CITY's Utilities Manager due to an incompatibility with TCU's existing distribution system.

C. TCU shall be solely responsible for reading the meters within its distribution system, for rendering bills to its customers, and for collecting those bills. A failure to collect monies from its customers shall not excuse TCU from making full payment to the CITY for water provided by the CITY to TCU.

IX. Rates.

A. TCU shall pay to the CITY \$1.32 per 1,000 gallons of potable water provided to TCU through the Master Meter. Bills for water provided shall be rendered monthly, are due when rendered, and shall be paid within 15 days following the original date of billing. A 10% late charge shall be assessed on any bill paid later than 20 days after being rendered. If any bill is not paid within 30 days from the original date of billing, the CITY may proceed in accordance with paragraph VI of the Agreement.

B. The parties agree that in the event any dispute arises concerning the accuracy of the Master Meter, either party may have the Master Meter tested according to American Water Works Association standards by an independent testing company, at such party's sole expense. In the event such independent test reveals that the Master Meter is inaccurate beyond the manufacturer's range of accuracy, the Master Meter will be assumed to have been inaccurate since the last previous check of the Master Meter, or for a period of six (6) months, whichever time period is less, and the following month's billing will be adjusted to show a credit or an additional charge to TCU for metered flow for that period. Reading of the Master Meter for billing purposes shall occur as nearly as possible to the end of each month.

C. The rate established in paragraph IX.A. hereof shall be hereafter adjusted only at the same time and in the same amount as adjustments are made to the

"in-City" water rate per 1,000 gallons. For example, if the CITY's "in-City" rate is increased from its present level of \$1.93 per 1,000 gallons to \$1.98 per 1,000 gallons, the rate in paragraph IX.A. shall be automatically increased only from \$1.32 per 1,000 gallons to \$1.37 per 1,000 gallons, and the rate increases shall take effect on the same date. The parties agree that the CITY shall not increase its rate to TCU in any way other than that way described in this paragraph IX.C.

D. The CITY agrees that it will provide TCU with at least ninety (90) days' written notice prior to the effective date of any increase in the rate established in paragraph IX.A. of the Agreement.

E. In the event the CITY's Fire Department deems it necessary to flush fire hydrants within the Service Area, or requires the use of water for fire suppression purposes, the City agrees to estimate the amount of potable water actually used during such activities and to deduct the appropriate amount from the next monthly bill rendered to TCU. In the event of a dispute as to the amount of the deduction, the City Manager of the CITY and the President of TCU shall meet and endeavor to negotiate a settlement of such dispute. If no settlement is forthcoming within 30 days of the first such meeting, the dispute shall be presented to the City Commission for resolution, which resolution shall be binding on the parties.

X. **Right to Provide Retail Water and Sewer Service Within the City of Ormond Beach.** The CITY recognizes and acknowledges that TCU is a utility, as defined by Section 367.021(12), Florida Statutes (1995), and is authorized to provide potable water service within the Service Area for the duration of its Certificate of Authorization and any extension thereof.

XI. **Impact Fees.** At the time additional units are added to TCU's customer base, the owners of those units shall be responsible for paying to the CITY the applicable and then current water service impact fee. TCU agrees not to connect any such additional unit to its distribution system until it has verified with the CITY that such payment has been made.

XII. **Purchase of TCU's Assets, Property and Customers.**

A. **Right of First Refusal.** The CITY shall have a right-of-first-refusal to purchase all assets, property, and customers of TCU's water and wastewater system. This right must be exercised, if at all, by executing a contract to purchase the said system identical to any bona fide contract, received by TCU and executed by the prospective non-governmental purchaser. TCU shall send a copy of any such bona fide executed contract to the CITY within five (5) business days of its receipt thereof. The CITY's right shall expire sixty (60) days following receipt of any such bona fide executed contract.

B. **Mandatory Purchase.** Notwithstanding anything to the contrary contained in this Agreement, in the event the CITY violates or breaches the provisions of

paragraph IX.C., then the CITY shall be deemed to have elected to acquire all the assets, property and customers both tangible and intangible, that comprise TCU's system in accordance with the procedures established in Section 180.16, Florida Statutes, as amended from time to time. Until all proceedings are accomplished as contemplated under Section 180.16, Florida Statutes, as amended from time to time, TCU shall have the right to continue to provide water and sewer service to its customers in the Service Area and the CITY shall continue to provide potable water service in accordance with the terms of this Agreement.

XIII. **No Further Service Area Expansion.** TCU agrees that it will not henceforth seek to expand the specific service area beyond the Tymber Creek Planned Unit Development or as encompassed within its Certificate of Authorization as issued by the PSC as generally described in Exhibit "A" hereof without the consent of the City Commission.

XIV. **Attorneys' Fees and Costs.** In connection with any litigation, including appellate proceedings, arising out of the Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. This paragraph shall not apply to any proceeding contemplated by paragraph XII.

XV. **Effective Date.** The Agreement shall take effect on the date on which the Service Area becomes annexed into the corporate limits of the City.

XVI. **Notices; Proper Form.** All notices or other communications hereunder, other than those specifically required to be given to other persons shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested, postage prepaid and addressed as follows:

City Manager
City of Ormond Beach
Post Office Box 277
Ormond Beach, FL 32175-0277

President
Tymber Creek Utilities, Inc.
1951 State Road 40
Ormond Beach, FL 32174

XVII. **Entire Agreement.** No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in the Agreement. No modification or change in the Agreement shall be valid or binding upon the parties unless in writing, approved by the City Commission and by the Board of Directors of TCU and executed by the appropriate officers and officials of each party.

XVIII. **Binding Agreement.** The provisions of the Agreement shall inure to and be binding upon the respective legal representatives, successors and assigns of the parties to the Agreement.

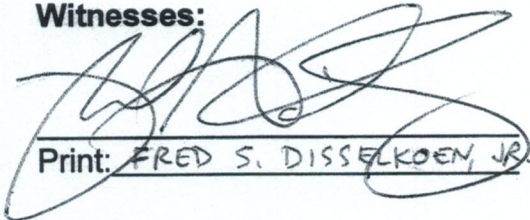
XIX. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

XX. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

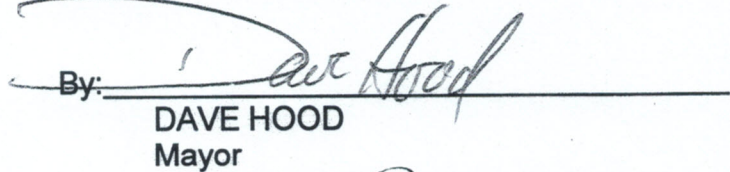
XXI. **Term: Enforcement.** This Agreement shall, once it takes effect, be perpetual. Any party may avail itself of any legal or equitable remedies, including specific performance, in order to enforce the terms of this Agreement.

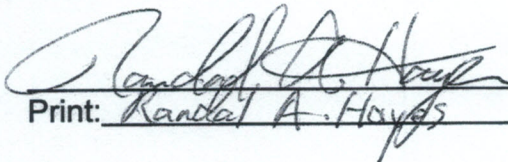
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Witnesses:

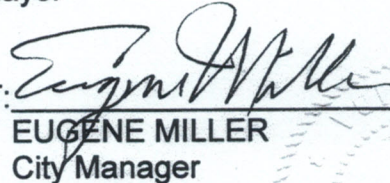

Print: FRED S. DISSELKOEN, JR.

CITY OF ORMOND BEACH

By: 
DAVE HOOD
Mayor


Print: Randal A. Hayes

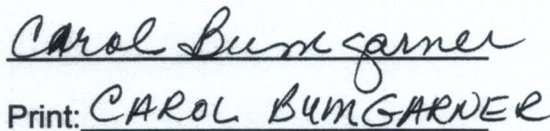
ATTEST:


EUGENE MILLER
City Manager

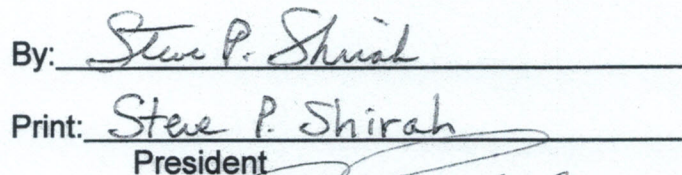
As to the City

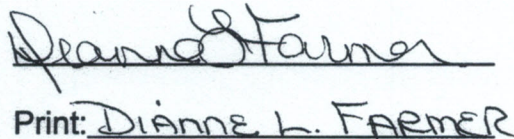
[CITY SEAL]

Witnesses:

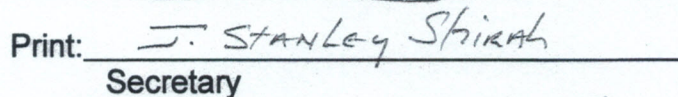

Print: CAROL BUMGARNER

TYMBER CREEK UTILITIES, INC.

By: 
Print: Steve P. Shirah
President


Print: DIANNE L. FARMER

ATTEST:


Print: J. STANLEY SHIRAH
Secretary

As to TCU

[CORPORATE SEAL]

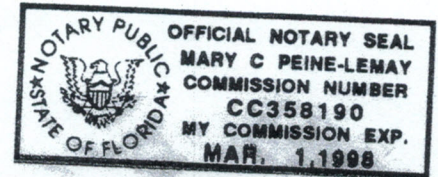
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30th day of July, 1996, by **DAVE HOOD** and **EUGENE MILLER**, as the Mayor and the City Manager, respectively, of the CITY OF ORMOND BEACH, FLORIDA, on behalf of the CITY OF ORMOND BEACH. He is personally known to me or has produced as identification and did (did not) take an oath.

Mary C Peine Lemay
Notary Public

Notary Name Printed

My Commission Expires:



STATE OF FLORIDA
COUNTY OF Volusia

BEFORE ME, a Notary Public, personally appeared Steve P. Shirah, and J. Stanley Shirah who are President and Secretary, respectively, of TYMBER CREEK UTILITIES, INC., a Florida corporation, and who is personally known to me or who did produce as identification and who did/did not take an oath on this 30th day of July, 1996.

Carol C Bumgarner
Notary Public

Notary Name Printed **CAROL C. BUMGARNER**
My Commission Expires **NOTARY PUBLIC, STATE OF FLORIDA**
COMM. EXP. MARCH 22, 1997

#CC264501

ALL OF TYMBER CREEK SUBDIVISION AND LOST CREEK SUBDIVISION, DEVELOPED OR UNDEVELOPED, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Parcel #1- The South 1/4 of the East 1/2 of the Northwest 1/4 except the west 25 feet in Hull Road, and the Northeast 1/4 of the Southwest 1/4 North of creek (Little Tomoka River) except the west 25 feet in Hull Road, Section 25, Township 14 South, Range 31 East, Volusia County, Florida containing 41 Acres, more or less.

Parcel #2- The North 1/2 of the South 1/2 of the East 1/2 of the Northwest 1/4 except the west 25 feet in Hull Road, Section 25, Township 14 South, Range 31 East, Volusia County, Florida, containing 19.462 Acres..

Parcel #3- The Northeast 1/4 of the Northwest 1/4 except the west 25 feet in Hull Road, Section 25, Township 14 South, Range 31 East, Volusia County, Florida, being 39.021 Acres.

Parcel #4- A portion of the Northeast 1/4 of Section 25, Township 14 South, Range 31 East, described as follows:

As a point of reference, commence at the Northeast corner of Section 25 Township 14 South, Range 31 East; Thence South 88 degrees 03 minutes 10 seconds West a distance of 1306.37 feet to a point in the Westerly right-of-way line of Interstate 95 (a 300 foot right-of-way as used) which is the point of beginning of the following described parcel; Thence South 16 degrees 57 minutes 20 seconds East along the Westerly right-of-way line of said interstate 95 a distance of 1333.37 feet to a point; Thence South 86 degrees 26 minutes 21 seconds West a distance of 2034.63 feet to a point; Thence North 0 degrees 44 minutes 20 seconds West a distance of 1296.89 feet to a point; Then North 86 degrees 22 minutes 40 seconds East a distance of 1661.89 feet to the point of beginning. Said parcel contains 55.0 Acres.

Parcel #5- A portion of the Southeast 1/4 of Section 24, Township 14 South, Range 31 East, described as follows:

As a point of reference, commence at the Southeast corner of said Section 24, Township 14, South, Range 31 East; Thence South 88 degrees 3 minutes 10 seconds West a distance of 1306.37 feet to a point in the Westerly right-of-way line of Interstate 95 (a 300 foot right-of-way as used) which is the point of beginning of the following described parcel; Thence South 86 degrees 22 minutes 40 seconds West a distance of 1661.89 feet to a point; Thence North 0 degrees 58 minutes 06 seconds West a distance of 1383.16 feet to a point; Thence North 88 degrees 29 minutes 30 seconds East a distance of 1282.47 feet to a point in the Westerly right-of-way line of said Interstate 95; Thence South 16 degrees 57 minutes 20 seconds East along said Westerly right-of-way line of Interstate 95 a distance of 1371.34 feet to the point of beginning. Said parcel contains 45.8 Acres.

Parcel #6- That part of the following described parcel that lies Westerly of Interstate 95 (a 300 foot right-of-way). The easterly 264 feet of the Northwest 1/4 of the Southeast 1/4 and the Westerly 792 feet of the northeast 1/4 of the Southeast 1/4 of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, excepting therefrom these portions used for Hull Road and for Interstate "I-95" Highway. Said parcel contains 2.10 Acres.

Parcel #7-(Lost Creek) A Part of the Southwest 1/4 of the Northeast 1/4 of Section 25, Township 14 South, Range 31 East, lying North of the Tomoka River and East of Groover Branch Creek, in Volusia County, Florida.



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: October 18, 2022

Subject: 364 Nottinghill Street Release of Easement

Commission Goal: Economic Development - Other

Introduction

This is a request submitted by the property owners, Susan C. Leorza, of 364 Nottinghill Street for release of the easterly five (5') feet of the 20' drainage easement located in the rear yard on the west side of the property.

Background

The subject property is ±6,985 square feet in size. The lot is a conforming one within the Planned Residential Development zoning district of the Land Development Code. The property is part of Phase III of the Chelsea Place Subdivision. As part of the plat recorded in 2017, there is a 20' drainage easement along the west side of the property. The property owners are requesting to vacate the easterly 5' of the easement closest to the house to install a pool.

Discussion

A sketch and legal description prepared by a surveyor showing the 5' portion of the easement to be released has been provided.

As part of the easement release request, the property owner has provided letters of no objection from the Homeowner's Association and utility providers including Florida Power & Light (FPL), Spectrum (Charter Communications), TECO, and AT&T. Also, the City's Site Plan Review Committee has reviewed the proposed easement vacation and has approved with no objections.

In summary, there are no objections to the requested partial easement vacation.

Budget Impact

There is no budget impact to this request.

Citizen Impact

There are no citizen impacts associated with this request.

Recommendation

It is recommended that the City Commission approve the release of the easterly 5' of the 20' drainage easement located in the rear yard of the property located at 364 Nottingham Street.

Attachments:

- 22-139 364 Nottingham St Partial Easement Release (P22-0131G) (PDF)
- 364 Nottingham Street - Quitclaim Deed (PDF)
- Exhibit A (PDF)
- Location Map (PDF)
- Utility Letters (PDF)
- HOA Approval Letter (PDF)
- COB Letter of No Objection (PDF)
- 2018 Warranty Deed (PDF)
- Application (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 9/21/2022


Claire Whitley, Assistant City Manager 10/10/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/12/2022

RESOLUTION NO. 2022-139

A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF SUSAN C. LEORZA RELEASING THE EASTERLY FIVE FEET OF THE TWENTY FOOT DRAINAGE EASEMENT LOCATED ALONG THE REAR PROPERTY LINE OF LOT 160, CHELSEA PLACE PHASE III SUBDIVISION (364 NOTTINGHILL STREET); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute that Quitclaim Deed in favor of Susan C. Leorza, a copy of which is attached hereto and incorporated herein by reference, for the purpose of releasing the easterly five feet of the twenty foot drainage easement located in the rear yard on a portion of that real property described therein for drainage purposes, said property being commonly located at 364 Nottinghill Street, Volusia County Parcel ID Number: 4230-16-00-1600.

SECTION TWO. The City Clerk is hereby directed to record a certified copy of this Resolution and the executed Quitclaim Deed in the public records of Volusia County, Florida.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:

RANDAL A. HAYES, ESQUIRE

Florida Bar No. 0747157

173 South Beach Street

Post Office Box 277

Ormond Beach, FL 32175

386-676-3217

Location: 364 Nottingham Street, Ormond Beach, FL 32174**A Portion of Parcel ID #:** 4230-16-00-1600**QUITCLAIM DEED**

THIS QUITCLAIM DEED, executed this ____ day of October 2022, by the **CITY OF ORMOND BEACH**, a Florida municipal corporation, whose post office address is 22 South Beach Street, Ormond Beach, Florida 32174 ("the Grantor"), to **SUSAN C. LEORZA**, whose post office address is 364 Nottingham Street, Ormond Beach, Florida 32174 ("the Grantee"):

WHEREAS, the Grantee is the owner of certain land by virtue of that Warranty Deed dated March 13, 2019, and recorded at Book 7667, Pages 3790 through 3791, of the Public Records of Volusia County, Florida, said land being legally described within as follows: "*Lot 160, Chelsea Place Phase III, according to the map or plat thereof recorded at Plat Book 58, Pages 11 through 17 inclusive, Public Records of Volusia County, Florida.*"

WITNESSETH, that the Grantor, for and in consideration of the sum of \$10.00, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantees forever, all of the right, title, interest, claim and demand which the Grantor has in and to the easterly five (5') feet of the twenty (20') foot drainage easement located in the rear yard on a portion of that real property described and depicted on Exhibit "A" attached hereto and incorporated herein by reference (364 Nottingham Street, Ormond Beach, Volusia County, Florida [Parcel ID # 4230-16-00-1600]).

THE PURPOSE OF THIS QUITCLAIM DEED IS TO RELEASE ANY INTEREST WHICH THE CITY OF ORMOND BEACH MAY HAVE IN AND TO THE USE OF THE AFOREDESCRIBED REAL PROPERTY OF THE EASTERLY (5') FEET OF THE TWENTY (20') FOOT DRAINAGE EASEMENT LOCATED ALONG THE REAR PROPERTY LINE.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

**Signed, sealed and delivered
in presence of:**

CITY OF ORMOND BEACH, a Florida
municipal corporation

Print Name: _____

By: _____
BILL PARTINGTON, Mayor
22 South Beach Street
Ormond Beach, FL 32174

Print Name: _____

Attest: _____
JOYCE A. SHANAHAN, City Manager
22 South Beach Street
Ormond Beach, FL 32174

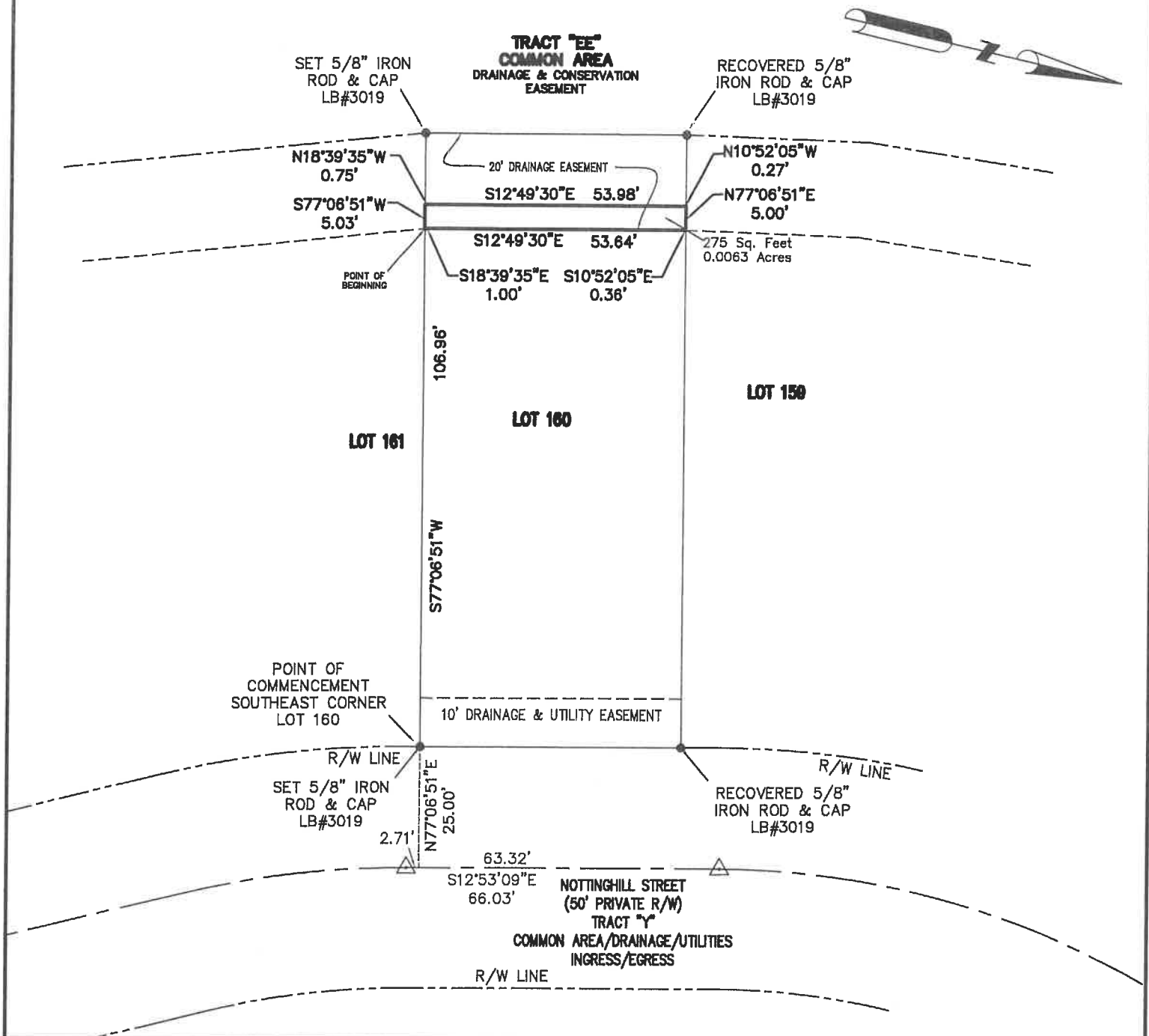
STATE OF FLORIDA)
)ss:
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this ____ day of October, 2022, by **BILL PARTINGTON** and **JOYCE A. SHANAHAN**, as the Mayor and the City Manager, respectively, of the City of Ormond Beach who are personally known to me.

NOTARY PUBLIC State of Florida-at-large
Official Seal:

SKETCH OF DESCRIPTION

Exhibit "A" 7.L.c
Page 1 of 2

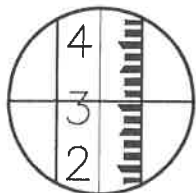


PROJECT: LOT 160, CHELSEA PLACE PHASE III,
AS RECORDED IN MAP BOOK 58, PAGE
11-17 OF THE PUBLIC RECORDS OF VOLUSIA
COUNTY, FLORIDA.
CLIENT: QUALITY POOLS & PAVERS LLC

SCALE: 1"=30'
DATE: 07-08-2022

LEGEND / ABBREVIATIONS

○	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
⊙	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019

www.sligerassociates.com

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JOB NO. 22-1356

Packet Pg. 328

SKETCH OF DESCRIPTION

Exhibit "A" 7.L.c
Page 2 of 2

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. BEARING STRUCTURE IS ASSUMED AND BASED ON THE CENTER LINE OF NOTTINGHILL STREET HAVING A BEARING OF BEING S12°53'09"E.
3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 18-1123 FOR ICI.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 2.
7. REVISED PER CLIENT REQUEST NO ADDITIONAL FIELD WORK PERFORMED THIS DATE. (9/20/2022)

DESCRIPTION:

Legal Description: (BY SLIGER & ASSOCIATES, INC.)

A PORTION OF LOT 160 CHELSEA PLACE PHASE III, AS RECORDED IN MAP BOOK 58, PAGES 11 THROUGH 17, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 160, THENCE RUN S77°06'51"W, ALONG THE SOUTH LINE OF SAID LOT 160, 106.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE S77°06'51"W, 5.03 FEET; THENCE DEPART SAID SOUTH LINE N18°39'35"W, 0.75 FEET; THENCE N12°49'30"W, 53.98 FEET; THENCE N10°52'05"E, 0.27 FEET TO THE NORTH LINE OF LOT 160; THENCE N77°06'51"E ALONG SAID NORTH LINE, 5.00 FEET; THENCE DEPART SAID NORTH LINE S10°52'05"E, 0.36 FEET; THENCE S12°49'30"E, 53.64 FEET; THENCE S18°39'35"E, 1.00 FEET TO THE POINT OF BEGINNING.

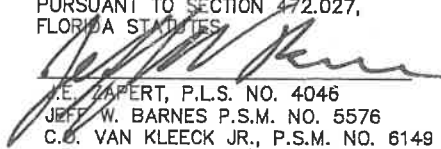
AREA: 275 Sq. Feet, ±0.0063 Acres.

THIS SCETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:

QUALITY POOLS & PAVERS LLC

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


J.E. ZAPERT, P.L.S. NO. 4046
JEFF W. BARNES P.S.M. NO. 5576
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

PROJECT: CHELSEA PLACE PHASE III
CLIENT: QUALITY POOLS & PAVERS LLC

SCALE: N/A
DATE: 07-08-2022

JOB NO. 22-1356

Packet Pg. 329

364 Nottingham Street

7.L.d



© All EagleView Technology Corporation



1/26/2022

To: Candice
364 Nottingham St.
Ormond Beach, FL 32174

RE: Vacate of Easement
364 Nottingham St.
Ormond Beach, FL 32174

From: TECO Peoples Gas

To: Whom It May Concern,

Thank you for contacting TECO Peoples Gas Company regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request. TECO-PGS does not have any active facilities in this area. Furthermore, TECO-PGS has no objection to construction of buildings, structures, and other improvements within all or any portion of the easement.

If you have further questions, please do not hesitate to call.

Sincerely,

Joan Domning
Administrative Specialist, Senior
Peoples Gas-Distribution Engineering
8416 Palm River Road
Tampa, FL 33619
Office: 813-275-3783



Date: 13:01

() Peoples Gas System, Inc. has no gas mains or services within the referenced area.

() We are returning your prints marked with Peoples Gas System, Inc. gas mains or services within the referenced area.

**THE ATTACHED DRAWINGS ARE
PROVIDED SUBJECT TO
RESTRICTIONS AND
LIMITATIONS.**

(X) We are returning a print of Peoples Gas System, Inc. gas main or services within the referenced area.

() Please furnish final construction plans for this job and include Peoples Gas System, Inc. in the pre-design and pre-construction meeting(s).

(X) For further information please call: Bobby Morig, Gas Design Department

Robert J Morig
Gas Design Project Mgr
PGS - JACKSONVILLE
☎ 9044437365
✉ RJMORIG@TECOENERGY.COM

() Remarks:

NOTE: If a map is provided with this letter the following applies: The map is provided for convenience purpose only, and is not intended to be used for detailed locations. No warranty or guaranty expressed or implied, is made as to completeness, accuracy or fitness for a particular purpose. Use of this map is at the risk of the recipient who assumes full responsibility therefor.

Please call 811, two full business days prior to construction to have the locations of the facilities field verified



IT'S THE LAW



Jeff Lucas <getqualitytoday@gmail.com>

FW: (Release of Easement-partial)

2 messages

AT&T_FL_811 <g27896@att.com>

Tue, Jan 25, 2022 at 10:10 AM

To: "FRANKLIN II, JAMES B" <jf4755@att.com>

Cc: "getqualitytoday@gmail.com" <getqualitytoday@gmail.com>

James,

Good morning. I am assisting Dino Farruggio by referring the Easement Request below to you for handling. Please respond directly to getqualitytoday@gmail.com.

Thanks,

Juana Curtis

Engineering Assistant

Wireline Access-Southeast, Florida Engineering

AT&T

600 NW 79 AVE, RM 356, Miami, FL 33126

ofc 786-792-54**| jc2399@att.com

**temporarily working from home-please use jc2399@att.com

This email and any attachments are confidential AT&T property intended solely for the recipients. If you received this message in error, please notify me and immediately delete this message from your computer. Any retention, distribution or other use of this email is strictly prohibited.

From: Jeff Lucas <getqualitytoday@gmail.com>

Sent: Tuesday, January 25, 2022 8:18 AM

To: AT&T_FL_811 <g27896@att.com>

Subject:

Good Morning,

I am looking to have a partial release of easement of the following property:

LOT 106, Chelsea Place Phase III, as recorded in map book 58, page 11-17 of the public records of Volusia County, Florida

address 364 Nottingham Street.

Please let me know if you have any questions or concerns.

Thank you

Candice

386-589-7026

FRANKLIN II, JAMES B <jf4755@att.com>

Tue, Jan 25, 2022 at 10:43 AM

To: "getqualitytoday@gmail.com" <getqualitytoday@gmail.com>

See attached letter

Thank you,

James Franklin

MGR OSP Planning & Engineering Design

Technology Operations, Wireline Access – C&E

AT&T

1500 Herbert St, Port Orange FL 32129

o 386.281.6955

c 772.332.2493 | jf4755@att.com

[Quoted text hidden]



Letternoobject.doc

77K



To:
Whom it may concern:

January 25, 2022

This is a "Letter of No Objection" for partial release of easement on the public records of Volusia County attached legal description. AT&T Acknowledges with no objections to this request.

LOT 106, Chelsea Place Phase III, as recorded in map book 58, page 11-17 of the public records of Volusia County, Florida

Sincerely,

James Franklin
AT&T Engineer
1500 Herbert St
Port Orange, FL 32129
(772) 332-2493



Stacy Stafford
Supervisor, Construction
Field Ops

June 6, 2022

Susan Leorza
364 Nottinghill Street
Ormond Beach, FL 32174

RE: PROPOSED VACATION OF LOT 160, CHELSEA PLACE PHASE III, AS RECORDED IN MAP BOOK 58, OAGE 11-17 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced "Easements" which is also described in the attached survey map.

Spectrum has "no objection" to the vacation of the drainage easement of the above mentioned property as described in the attached "Exhibit A" and survey map.

Chelsea Place Architectural Review Board

Chelsea Place HOA
Ormond Beach, Florida 32174

August 11, 2022

Sue Leorza
364 Nottingham Street
Ormond Beach, FL 32174

Re: Pool and enclosure
An addendum to approval letter of April 20,2022

Dear Homeowner:

Please be advised that the Architectural Review Board has received, reviewed and **approved** your application as noted below:

Install pool and enclosure

COMMENT:

HOA has approved the variance to extend 5' into existing drainage easement as presented with the understanding that if any future issues or damages evolve from this extension, it will be the responsibility of the homeowner to repair. Any damages done to the irrigation and access paths during project are the responsibility of the owner/contractor to repair in a timely manner.

All work must comply with HOA Declaration of Covenants and Restrictions. This approval is valid for 6 months from the above date and does not supersede the applicant's requirement to obtain additional approvals from other applicable governmental agencies. In addition, any future changes to the approved application will need to be approved by the ARB prior to commencement.

Sincerely,

PLM

Pat Meyers, ARB Chairperson



CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

August 23, 2022

Susan Leorza
364 Nottingham Street
Ormond Beach, FL 32174

TRANSMITED VIA U.S. MAIL

Re: 364 Nottingham Street drainage easement letter of no objection

Dear Ms. Leorza:

The Site Plan Review Committee has reviewed the request to vacate five (5) feet of the twenty (20) foot drainage easement request at 364 Nottingham Street and has no objections to the easement release based on no existing utilities in the easement area and approval from the HOA.

This letter will be included with the complete application package submitted to the City Commission for review and action on October 4, 2022.

If you have any questions, please contact Robin Gawel, Senior Planner at (386) 676-3343 or by e-mail at Robin.Gawel@ormondbeach.org.

Sincerely,

Steven Spraker, AICP
Planning Director

Record and Return to:
Southern Title Holding Company, LLC
2335 Beville Road
Daytona Beach, FL 32119

Prepared by:
Shirley Balbuzoski
Southern Title Holding Company, LLC
2335 Beville Road
Daytona Beach, FL 32119

File Number: OB183016

(Space Above This Line For Recording Data)

CORPORATE WARRANTY DEED

This Indenture made 09/27/2018 A.D. between CP and SP Residential Land, LLC., a Florida Limited Liability Company whose post office address is: 2379 Beville Road, Daytona Beach, Florida 32119, a corporation existing under the laws of the State of Florid, Grantor and Susan C. Leorza, A Married Person whose post office address is: 364 Nottinghill Street, Ormond Beach, Florida 32174, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Volusia, State of Florida, to wit:

LOT 160, CHELSEA PLACE PHASE III, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED AT PLAT BOOK 58, PAGES 11 THROUGH 17 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 4230-16-00-1600

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Signed and Sealed in Our Presence:

Witness:

Jennifer M. Hayden
Witness Signature
Witness Name: Jennifer M. Hayden
Shelia Hinds
Witness Signature
Witness Name: Shelia Hinds

Seller:

CP and SP Residential Land, LLC
a Florida limited liability company
By ICI Homes Residential Holdings, LLC
a Florida limited liability company
its sole member

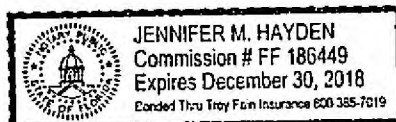
By: Kimberly A. Newkirk
Kimberly A. Newkirk
Assistant Vice President

(Corporate Seal)

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 09/27/2018 by Kimberly A. Newkirk, Assistant Vice President of BY ICI Homes Residential Holdings, LLC., a Florida Limited Liability Company, its sole member CP and SP Residential Land, LLC., a Florida Limited Liability Company, on behalf of the corporation, she (☒) is personally known to me or (☐) has produced Driver(s) License as identification.

Jennifer M. Hayden
NOTARY PUBLIC
My Commission Expires: 12/30/2018



**CITY OF ORMOND BEACH**

Planning Department

22 South Beach Street, Ormond Beach, FL 32174

Tel: (386) 676-3238

www.ormondbeach.org

siteplans@ormondbeach.org

Updated 08/2015

SITE PLAN REVIEW - APPLICATION*For Planning Department Use*

Application Number

Date Submitted

APPLICATION TYPE AND FEES

	Application	Advertising Deposit for Advisory Board	Advertising Deposit for Commission	Total*
☐ Conceptual Plan	100	N/A	N/A	100
☐ New Site Plan	1500	N/A	N/A	1500
☐ Site Plan Re-Submittal	500	N/A	N/A	500
☐ Minor Modification to Approved Site Plan	600	N/A	N/A	600
☐ Lot Split or Lot Line Adjustment	350	N/A	N/A	350
☐ Downtown Site Plan (new)	600	N/A	N/A	600
☐ Downtown Site Plan (minor modification)	300	N/A	N/A	300
☐ Street Vacation	500	N/A	1424	1924
☒ Easement Release	50 200.00	N/A	N/A	50
☐ Stormwater Management (required for new site plans)	Base fee of 300, plus 20 per acre up to 10 acres; - plus 10 per acre over 10 acres up to 40 acres; - plus 5 per acre for each acre of fraction thereof over 40 acres up to 160 acres; - plus 2 per acre thereafter.			
☐ Other type not listed:			TOTAL:	

*The total is calculated as the Application plus approximate Advisory Board and Commission Public Notification Fees. Depending on the actual costs, Staff shall refund any remaining balance or require additional payment. Please refer to the Schedule of Fees in the Land Development Code or contact the Planning Department for a summary of those noted plus any additional costs that may be required.

APPLICANT INFORMATION

This application is being submitted by

☐ Property Owner☒ Agent, on behalf of Property Owner**

Name SUSAN C LEZORA

Full Address 364 NOTTINGHILL ST. ORMOND BEACH, FL 32174

Telephone Email scl1225@hotmail.com

** If this application is being submitted by a person other than the property owner, please provide the following Property Owner Information as well as a notarized letter designating you as agent.

PROPERTY OWNER INFORMATION***

Name SUSAN LEZORA

Full Address 364 NOTTINGHILL ST, ORMOND BEACH, FL 32174

Telephone Email scl1225@hotmail.com

***If the property owner does not reside on the property for which the application refers, please provide the following Property Details.

PROJECT COORDINATOR

Name QUALITY POOLS & PAVERS, LLC JEFF LUCAS (PROJECT COORDINATOR)

Full Address 260 PINE ST. ORMOND BEACH, FL 32174

Telephone 386-673-4192 Email GETQUALITYTODAY@GMAIL.COM

PROJECT INFORMATION

Project Name: SUSAN LEZORA

Project Address: 364 NOTTINGHILL ST, ORMOND BEACH FL 32174

Description BUILDING INGROUND POOL AND DECKING WITH ATTACHED SCREEN. APPROXIMATELY 5' OF THE POOL, DECK AND SCREEN WILL ENCROACH WITHIN THE EASEMENT.

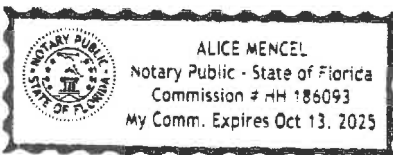
CERTIFICATION

By submitting this application, I hereby certify that the information provided above is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and review process for this application. I hereby authorize City of Ormond Beach Staff to place legal notice on my property and to take pictures pertaining to my request. I am aware of the required pre-application meeting and am aware that if all the submittal requirements are not provided, my application will be continued to the next regularly scheduled hearing.

Signature: Susan Lezora

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 08 day of July, 2022 by Susan Lezora
as _____ (title*) for _____ (name of corporation*), who ☐ provided
Florida Driver License as identification, or ☐ who is personally known to me.



Alice Mencil
Notary Public, State of Florida
My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: October 18, 2022

Subject: Florida Department of Environmental Protection Resilient Coastline Program Grant Agreement

Commission Goal: Quality of Life - Other

Introduction

This is a request for the City Commission to accept the Florida Department of Environmental Protection (FDEP) grant in the amount of \$75,000 and authorize the execution of the attached agreement. A companion agenda item is also requested for authorization to enter into a sub agreement with East Central Florida Regional Planning Council (ECFRPC) to perform the tasks outlined in the agreement.

Background

The FDEP Resilient Planning Grants (RPG) submission cycle opened on August 1, 2020, for FY 2021-2022 with an online submittal deadline of noon on October 9, 2020. The City Commission authorized the submittal of the grant application on September 23, 2020 in the amount of \$45,000.

On May 12, 2021, the Governor signed Senate Bill 1954, creating the Resilient Florida program, now Section 380.093, Florida Statute (F.S.). Under the new statute, FDEP is tasked with gathering a "Comprehensive Statewide Flood Vulnerability and Sea Level Rise Data Set and Assessment." To accomplish this task, FDEP requested grantees to provide additional analysis with the vulnerability assessments.

Discussion

The FDEP awarded the City a Florida Resilient Coastline Program (FRCP) grant in the amount of \$75,000 on May 3, 2022. The grant award is to build on adopted resiliency plans and current resiliency initiatives by conducting a Hazard Assessment; preparing Comprehensive Plan amendments to update the "peril of flood" objectives and policies in the Coastal Management Element; and preparing a Resiliency Action Plan focused on years 1 - 5. The increase in the grant award of \$30,000 is for more in-depth modeling

requirements in compliance with Section 380.093, F.S. Pursuant to Section 287.057, F.S., staff would like to enter into a sub agreement with ECFRPC for \$75,000 to complete the Scope-of-Services including the additional analysis and modeling required consistent with the goal of the Sea Level Rise Data Set.

Budget Impact

The \$75,000 grant is funded through the FRCP, which is administered by the FDEP and will be 100% state funded. The grant was not included in the Fiscal Year 2022-2023 budget. Therefore, a budget amendment will be necessary should the grant be accepted.

Citizen Impact

Planning for resiliency is driven primarily by increasing issues related to higher temperatures, rising sea level, increased flooding, and the observed stronger storms and higher wind speeds over the past several years which will, in the future, affect both coastal and mainland portions of the City. The City has been impacted by recent weather events and would benefit in a long-term effort requiring coordinated holistic planning and preparation in the built, natural, and social environment. Also, planning for sea-level rise can benefit community flood insurance rates and grant opportunities. The Federal Emergency Management Agency Community Rating System program provides credits to participating jurisdictions which results in discounts for National Flood Insurance Program policies.

Recommendation

It is recommended that the City Commission approve the acceptance of the FDEP grant in the amount of \$75,000 and authorize execution of the attached grant agreement.

Attachments:

- 22-140 FDEP Resilient Grant Agmt (P22-0147G) (PDF)
- EXHIBIT A - 22PLN25 - FDEP Grant Agreement (PDF)

REVIEWED BY:


 Kelly McGuire, Finance Director 9/22/2022



Claire Whitley, Assistant City Manager 10/11/2022

APPROVED BY:



Joyce A. Shanahan, City Manager 10/12/2022

RESOLUTION NO. 2022-140

A RESOLUTION AUTHORIZING THE EXECUTION OF A FLORIDA RESILIENT COASTLINE PROGRAM GRANT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, FOR THE PROVISION OF GRANT FUNDS IN THE AMOUNT OF \$75,000 TO BE USED FOR CONDUCTING A VULNERABILITY ASSESSMENT, PREPARING COMPREHENSIVE PLAN AMENDMENTS TO UPDATE THE “PERIL OF FLOOD” OBJECTIVES AND POLICIES, AND PREPARING A RESILIENCY ACTION PLAN FOCUSED ON YEARS 1-5; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on September 23, 2020, the City Commission authorized the submittal of an application to the Florida Department of Environmental Protection (FDEP) Resilient Planning Grants (RPG) for the 2021-2022 grant cycle to assist in conducting a Vulnerability Assessment in compliance with Section 380.093, *Florida Statutes*; preparing Comprehensive Plan amendments in compliance with Section 163.3178, *Florida Statutes*; and preparing a Resiliency Action Plan focused on years 1-5, consistent with the City’s Comprehensive Plan and the East Central Florida Regional Resiliency Action Plan (“the Project”), and

WHEREAS, the FDEP awarded the City of Ormond Beach a Florida Resilient Coastline Program Grant in the amount of \$75,000 for the Project, and

WHEREAS, the City Commission of the City of Ormond Beach desires to enter into a Florida Resilient Coastline Program Grant Agreement with FDEP, relative to the Project, a copy of said agreement being attached hereto and incorporated herein by reference, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Grant Agreement between the City of Ormond Beach and the Florida Department of Environmental Protection, regarding the provision of funding for conducting a Vulnerability Assessment in compliance with Section 380.093, *Florida Statutes*; preparing Comprehensive Plan amendments in compliance with Section 163.3178, *Florida Statutes*; and preparing a Resiliency Action Plan focused on years 1-5.

SECTION TWO. The Mayor and the City Manager are hereby further authorized and directed to execute any and all documents necessary and incidental for the City to accept the grant award.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of October, 2022.

BILL PARTINGTON

Mayor

ATTEST:

SUSAN CARROLL DAUDERIS

City Clerk

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Resilient Ormond Beach** Agreement Number: **22PLN25**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Ormond Beach** Entity Type: **Local Government/Municipality**

Grantee Address: **22 South Beach Street, Ormond Beach, Florida 32174** FEID: **59-6000398** (Grantee)

3. Agreement Begin Date: **7/1/2021** Date of Expiration: **12/31/2024**

4. Project Number: **R2201** Project Location(s): **Ormond Beach, Volusia County** 
(If different from Agreement Number)

Project Description: **The project will conduct a Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, as well as develop comprehensive plan amendments to comply with Peril of Flood statute and an Action Plan.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$75,000.00	☒ State ☐ Federal	FY 21-22 GAA Line # 1707A	\$75,000.00
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$75,000.00

6. Department's Grant Manager	Grantee's Grant Manager
Name: Deneka Smith	Name: Becky Weedo
or successor	or successor
Address: Resilient Florida Program	Address: City of Ormond Beach
2600 Blair Stone Road, MS 235	22 South Beach Street
Tallahassee, FL 32399-2400	Ormond Beach, Florida 32174
Phone: 850-245-7172	Phone: 386-676-3342
Email: Deneka.Smith@FloridaDEP.gov	Email: Becky.Weedo@ormondbeach.org

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification

8. The following information applies to Federal Grants only and is identified in accordance with 2 C.F.R. § 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Ormond Beach

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Joyce Shanahan

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Deneka Smith

DEP QC Reviewer, Jeremy Jimenez

Local Sponsor may add additional signatures if needed below.

City of Ormond Beach Mayor, Bill Partington

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
 A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
 This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates)

Attachment 1

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shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

Attachment 1

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The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had

been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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 Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

Attachment 1

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- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. 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.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22PLN25**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Resilient Ormond Beach. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.552, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least

thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22PLN25**

ATTACHMENT 3

PROJECT TITLE: Resilient Ormond Beach

PROJECT LOCATION: The Project is located in the City of Ormond Beach within Volusia County, Florida.

PROJECT DESCRIPTION:

The City of Ormond Beach (Grantee) will conduct the Resilient Ormond Beach Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will evaluate hazards and vulnerabilities through a VA to enhance resilience planning in the City. The Project will include a Comprehensive Plan amendment to comply with the Peril of Flood statute, which will be developed using data from the Stormwater Master Plan, Volusia County Multi-Jurisdictional Local Mitigation Strategy, and a recently completed vulnerability analysis for Volusia County, which includes storm surge impacts on sea level rise. Based on the proposed amended goals, objectives, and policies of the coastal management element of the Comprehensive Plan amendment, the Grantee will develop a Resiliency Action Plan (Adaptation Plan) that is consistent with the Comprehensive Plan amendment and the East Central Florida Regional Resiliency Action Plan.

TASKS AND DELIVERABLES:

Task 1: Stakeholder Engagement

Description: The Grantee will conduct at least one public outreach meeting during the project. The purpose of the meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a summary report including attendee input and meeting outcomes.

Task 2: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as

well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected. The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. and based upon the public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following: 1) Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards outlined in s. 380.093, F.S.; 2) a final list of critical and regionally significant assets that are impacted by flooding, which must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; 3) all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and 4) a signed VA Compliance Checklist Certification.

Task 3: Peril of Flood Compliance

Description: The Project will update the Grantee's comprehensive plan coastal management element language to comply with the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. Based on the analysis performed, draft comprehensive plan amendments must address the requirements of paragraph 163.3178(2)(f), F.S., Peril of Flood, if the county or municipality is subject to such requirements. The municipality will draft the comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The Department's Grant Manager will provide the deliverable to the Department of Economic Opportunity (DEO) for preliminary review to ensure compliance with paragraph 163.3178(2)(f), F.S. DEO will have ten (10) working days to review and provide its comment(s) to the Department's Grant Manager. This review is to provide preliminary feedback only and does not constitute the state agency review required under paragraph 163.3178(2)(f), F.S.

Deliverables: Draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The draft comprehensive plan will include the following:

1. Examples of strategies, principles, and related engineering solutions that reduce flood risk in coastal areas when resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise;
2. Use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency;
3. Site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state;

4. A requirement that development or redevelopment within the coastal areas be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. Part 60;
5. A requirement that any construction activities seaward of the coastal construction control lines established pursuant to Section 161.053, F.S., be consistent with Chapter 161, F.S.; and
6. Encouragement of local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

Task 4: Action Plan

Description: The Grantee will complete an Action Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation. Based on the proposed amended goals, objectives, and policies of the coastal management element of the Comprehensive Plan amendment, the Grantee will develop a Resiliency AP that is consistent with the Comprehensive Plan and the East Central Florida Regional Resiliency Action Plan. The AP will be specific to the City of Ormond Beach and include items directly related to City departments as well as items specifically identified to implement on a one- to five-year planning horizon.

Deliverables: The Grantee will provide the final Action Plan or Report.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal. The Department's Grant Manager will provide the deliverables to DEO for preliminary review to ensure compliance with paragraph 163.3178(2)(f), F.S. DEO will have ten (10) working days to review and provide its comment(s) to the Department's Grant Manager. This review is to provide preliminary feedback only and does not constitute the state agency review required under Section 163.3184, F.S.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quarterly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting

fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Stakeholder Engagement	Contractual Services	\$20,000	\$0	\$20,000	7/1/2021	9/30/2024
2	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$40,000	\$0	\$40,000	7/1/2021	9/30/2024
3	Peril of Flood Compliance	Contractual Services	\$7,000	\$0	\$7,000	7/1/2021	9/30/2024
4	Action Plan	Contractual Services	\$8,000	\$0	\$8,000	7/1/2021	9/30/2024
Total:			\$75,000	\$0	\$75,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
 ATTN: Office of Ombudsman and Public Services
 Public Records Request
 3900 Commonwealth Boulevard, MS 49
 Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$45,000	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$45,000	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

Attachment 5

5 of 6

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 21.22	37.098	Resilient Florida Programs	75,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$75,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Attachment 5

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3 (Grant Work Plan), and all other applicable attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Resilient Florida Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of this Agreement's end date and notify the Grantee in writing if determined ineligible. If the failure to perform in accordance with the terms and conditions set forth in this Agreement is due to the Grantee's contractor or subcontractor(s), then the Grantee should submit that documentation in writing to the Department's Grant Manager.
3. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:
 - a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
 - b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.
4. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
5. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
6. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
7. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which

can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

8. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Resilient Florida Program
Progress Report Form

Exhibit A

DEP Agreement No.:	22PLN25		
Project Title:	Resilient Ormond Beach		
Grantee Name:	City of Ormond Beach		
Grantee Address:	22 South Beach Street, Ormond Beach, Florida 32174		
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)		
INSTRUCTIONS: Provide the following information for all tasks and deliverables identified in Attachment 3, Grant Work Plan: Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.			
<u>The following format should be followed:</u>			
Task 1: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:			
Task 2: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:			
Task 3: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:			
Task 4: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:			

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (or successor)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 22PLN25

RESILIENT ORMOND BEACH

City of Ormond Beach

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.

Part IV. Further Recommendations

Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22PLN25

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

Photo/video/audio/artwork/recording
file name(s): _____Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 22PLN25

11/19/2021

Page 1 of 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22PLN25

Project Title: Resilient Ormond Beach

Grantee: City of Ormond Beach

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

Exhibit I

Required for all grant agreements.

DEP Agreement Number: 22PLN25

Project Title: Resilient Ormond Beach

Grantee: City of Ormond Beach

By signing this Vulnerability Assessment Compliance Checklist Certification (hereinafter "Checklist Certification") the Grantee certifies that, upon execution of the Agreement, it will have reviewed the statutory requirements for vulnerability assessments in subsection 380.093(3), F.S., and provided this signed Checklist Certification to the Department, which gives the Department of Environmental Protection (Department) *partial* assurance that any and all vulnerability assessments the Grantee may utilize for its individual project will adhere to the relevant statutory requirements in subsection 380.093(3), F.S., regardless of the party actually completing the work (e.g., subcontractors).

To give the Department the remaining assurance it requires, the Grantee also certifies that it will deliver a fully completed and signed Vulnerability Assessment Compliance Checklist to the Department, in the form included in this exhibit, at a yet-to-be-determined time mutually agreed upon by both parties to this Agreement but prior to close out of the Grantee's individual project. The completed Vulnerability Assessment Compliance Checklist and this Checklist Certification will be joined and attached to the Agreement together as a single "Exhibit I."

By signing below, I certify on behalf of the Grantee that the Grantee or its designee(s) will have reviewed the statutory requirements in subsection 380.093(3), F.S., prior to execution of the Agreement. I further certify on behalf of the Grantee that, prior to close out of the grant, either myself or the Grantee's designated grant manager will provide to the Department a Vulnerability Assessment Compliance Checklist form that has been fully completed in the manner described in this Checklist Certification.

Grantee's Grant Manager Signature

Print Name

Date

VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

<https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	☒	Geospatial data in an electronic file format.	
c	☐	GIS metadata.	
d	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable. ☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(optional)</i>	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one)</i> ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	

k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(required if item e is not applicable)</i>	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. <i>(optional)</i>	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is not applicable)</i>	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(optional)</i>	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	☐	All analyses performed in North American Vertical Datum of 1988.	
p	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	☐	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level <i>(if so, provide Department approval)</i> .	

Identify the Florida municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee’s knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: October 18, 2022

Subject: Florida Resilient Grant Sub Agreement with ECFRPC

Commission Goal: Quality of Life - Other

Introduction

This is a request for the City Commission for authorization to enter into a sub agreement with East Central Florida Regional Planning Council (ECFRPC) to perform the tasks outlined in the Florida Department of Environmental Protection (FDEP) agreement (see Attachment A). This is the companion agenda item to the FDEP grant agreement authorization previously reviewed.

Background

The FDEP awarded the City a Florida Resilient Coastline Program (FRCP) grant to build on adopted resiliency plans and current resiliency initiatives by conducting a Threat and Hazard Identification and Risk Assessment (THIRA); preparing Comprehensive Plan amendments to address the “peril of flood”; and preparing a Resiliency Action Plan focused on years 1 - 5.

Discussion

The Governor signed Senate Bill 1954, creating the Resilient Florida program, now Section 380.093, Florida Statute (F.S.). Under the new statute, FDEP is tasked with gathering a “Comprehensive Statewide Flood Vulnerability and Sea Level Rise Data Set and Assessment.” To accomplish this task, FDEP is requesting grantees to provide additional analysis with the vulnerability assessments. Pursuant to Section 287.057, F.S., staff would like to enter into a sub agreement with ECFRPC for \$75,000 to complete the Scope-of-Services including the additional analysis and modeling required consistent with the goal of the Sea Level Rise Data Set.

Budget Impact

The \$75,000 grant is funded through the Florida Resilient Coastline program Fiscal

Year (FY) 2021-2022 application process, which is administered by the FDEP and will be 100% state funded. The grant was not included in the FY 2022-2023 budget. Therefore, a budget amendment will be required if the grant is accepted.

Citizen Impact

Planning for resiliency is driven primarily by increasing issues related to higher temperatures, rising sea level, increased flooding, and the observed stronger storms and higher wind speeds over the past several years which will, in the future, affect both coastal and mainland portions of the City. The City has been impacted by recent weather events and would benefit in a long-term effort requiring coordinated holistic planning and preparation in the built, natural, and social environment. Also planning for sea-level rise can benefit community flood insurance rates and grant opportunities. The Federal Emergency Management Agency Community Rating System program provides credits to participating jurisdictions which results in discounts for National Flood Insurance Program policies.

Recommendation

It is recommended that the City Commission approve and authorize the execution of the attached sub agreement with East Central Florida Regional Planning Council (ECFRPC) to perform the tasks outlined in the Florida Department of Environmental Protection (FDEP) agreement.

Attachments:

- 22-141 East Central Florida Regional Planning Council Agmt (P22-0148G) (PDF)
- ECFRPC Agreement (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 9/22/2022


Claire Whitley, Assistant City Manager 10/11/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/12/2022

RESOLUTION NO. 2022-141

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL REGARDING THE PROVISION OF SERVICES TO CONDUCT A VULNERABILITY ASSESSMENT, PREPARE COMPREHENSIVE PLAN AMENDMENTS TO UPDATE THE “PERIL OF FLOOD” OBJECTIVES AND POLICIES, AND PREPARE A RESILIENCY ACTION PLAN FOCUSED ON YEARS 1-5, PURSUANT TO THE WORK PLAN IDENTIFIED IN THE FLORIDA RESILIENT COASTLINE PROGRAM GRANT AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on May 3, 2022, the City was awarded a Florida Resilient Coastline Program Grant from the Florida Department of Environmental Protection (FDEP) for funding to assist in conducting a Vulnerability Assessment in compliance with Section 380.093, *Florida Statutes*; preparing Comprehensive Plan amendments in compliance with Section 163.3178, *Florida Statutes*; and preparing a Resiliency Action Plan focused on years 1-5, consistent with the City’s Comprehensive Plan and the East Central Florida Regional Resiliency Action Plan (“the Project”), and

WHEREAS, the City’s professional staff has recommended the execution of an agreement with the East Central Florida Regional Planning Council (ECFRPC), attached hereto and incorporated herein by reference, to perform the work plan tasks as identified in the grant agreement between the City and FDEP, attached hereto as “Exhibit A” to the agreement with ECFRPC, and

WHEREAS, ECFRPC is considered a governmental agency pursuant to Section 186.504, *Florida Statutes*, as the one regional planning council per comprehensive planning district, and Section 186.512, *Florida Statutes*, designating the Planning Council district boundaries, including Volusia County, and

WHEREAS, pursuant to Section 287.057(3)(e)(12), *Florida Statutes*, contracted services and commodities not subject to the competitive-solicitation requirements include services or commodities provided by governmental agencies, and

WHEREAS, ECFRPC has the required background knowledge and expertise to assist the City in completing the work plan tasks identified in the grant agreement between the City and FDEP, and

WHEREAS, FDEP will provide grant funds representing 100% of funding for the Project in the amount of \$75,000, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute an agreement with the East Central Florida Regional Planning Council for the performance of the Project at the said price, and to pay the cost thereof using grant funds from the Florida Department of Environmental Protection.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**AGREEMENT BETWEEN
THE CITY OF ORMOND BEACH AND
THE EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL
REGARDING THE STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION GRANT**

THIS AGREEMENT, Between the City of Ormond Beach and East Central Florida Regional Planning Council regarding the State of Florida Department of Environmental Protection Grant to support the Resilient Florida Program pursuant to § 380.093, F.S. (hereinafter referred to as “Agreement”) is made and entered into by and between the City of Ormond Beach, a Florida municipal corporation (herein after referred to as the “CITY” or “Grantee”) with its administrative offices located at 22 South Beach Street, Ormond Beach, Florida, 32174, and East Central Florida Regional Planning Council, a regional planning government agency of the State of Florida, with its principal address located at 455 N. Garland Ave, Orlando, Florida, 32801 (hereinafter referred to as the “ECFRPC”, “Subgrantee” or “Subcontractor”), is made and entered into as of the date signed below (the “Effective Date”).

RECITALS

WHEREAS, public agencies (including CITY and ECFRPC) are authorized by §163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of such public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by ECFRPC of such constitutional or statutory duties to CITY; and

WHEREAS, pursuant to §163.01(2), Florida Statutes, the foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the most efficient use of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that shall accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to §380.093 Florida Statutes, creating the Resilient Florida Program, the Florida Department of Environmental Protection (FDEP) is tasked with gathering a “Comprehensive Statewide Flood Vulnerability and Sea Level Rise Data Set and Assessment”; and

WHEREAS, CITY has received a Florida Resiliency Grant in the amount of \$75,000 to conduct a Vulnerability Assessment; prepare Comprehensive Plan amendments to address the “peril of flood”; and prepare a Resiliency Action Plan focused on years 1- 5; and

WHEREAS, pursuant to §287.057(3)(e)(12), Florida Statutes, Contracted services and commodities not subject to the competitive-solicitation requirements include services or commodities provided by governmental agencies; and

WHEREAS, ECFRPC is considered a governmental agency pursuant to §186.504 as the one regional planning council per comprehensive planning district and §186.512 designating the Planning Council district boundaries including Volusia County; and

WHEREAS, ECFRPC has the required background knowledge and expertise to assist the CITY in completing the Work Plan tasks identified in the grant agreement with the Florida Department of Environmental Protection;

NOW, THEREFORE, the parties agree and stipulate as follows:

1. The foregoing recitals are hereby adopted as a material part of this Agreement.
2. **PURPOSE.** The purpose of this Agreement is for ECFRPC to assist CITY with conducting a) Vulnerability Assessment; preparing Comprehensive Plan amendments to address the “peril of flood”; and preparing a Resiliency Action Plan focused on years 1-5 consistent with §163.01(2), Florida Statutes, Resilient Florida program.
3. **GRANT.**
 - 3.1. The CITY is the grantee for the Grant consistent with the FDEP Standard Grant Agreement 22PLN25 (“Grant Agreement”), copies of which are attached hereto and incorporated herein as Exhibit A. ECFRPC agrees to serve as a subcontractor consistent with the Work Plan identified in Attachment 3 of the Grant Agreement.
 - 3.2. ECFRPC bears sole responsibility for any and all expenses related to the performance of services as set forth in the Grant Agreement. ECFRPC is solely responsible for providing the CITY any and all documentation required for CITY to request reimbursement from FDEP, or designated agency, under the Grant Agreement, to wit:
 - 3.2.1. Pursuant to paragraph 9.c. of Attachment 1 to the Grant Agreement. Reimbursement requests for payments to subcontractors must be substantiated to FDEP by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If FDEP determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to FDEP within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of

equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- 3.3. ECFRPC assumes sole responsibility for compliance with the terms and conditions of the Grant Agreement and shall reimburse the CITY for any costs and expenses attributed to non-compliance with the terms and conditions of the Grant Agreement within fifteen (15) days of CITY's written notification to ECFRPC. CITY may seek all available legal and equitable remedies against ECFRPC for its non-compliance with this Agreement or terms of the Grant Agreement. This sub-paragraph shall survive termination of the Agreement.

4. **INSURANCE.**

- 4.1. For the duration of the term of this Agreement, ECFRPC shall maintain insurance coverage of such types and with such terms and limits as set forth in the Grant Agreement. Proof of insurance shall be approved by CITY risk management prior to performance of any work.

5. **RELATIONSHIP.**

- 5.1. Nothing in this Agreement shall be interpreted to grant either party, or any contributing individual or entity, any ownership or leasehold interest, equitable or legal interest, privilege or right in property of the other.

6. **EFFECTIVE DATE.**

- 6.1. This Agreement shall take effect on the day which it is fully executed by both parties.

7. **TERM.**

- 7.1. This Agreement shall remain in full force and effect until such time that the terms, conditions and requirements of the Grant Agreement have been fulfilled and no longer govern the parties. The CITY may terminate this Agreement at any time for convenience upon written notice to ECFRPC. ECFRPC shall be compensated for all work completed prior to termination subject to the CITY's receipt of funds for that work from FDEP as set forth in paragraph 3 herein.

8. **CONTROLLING LAW.**

- 8.1. This Agreement is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

9. AMENDMENT.

- 9.1. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto.

10. ENTIRE AGREEMENT.

- 10.1. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements oral or otherwise, between the parties not embodied herein, shall be of any force or effect. Any amendment of this Agreement shall not be binding upon the parties to this Agreement unless such amendment is in writing and executed by both parties to this Agreement.

11. NOTICES.

TO CITY:

City of Ormond Beach
ATTN: Grant Manager
22 S. Beach Street
Ormond Beach, FL 32174

TO ECFRPC:

East Central Florida
Regional Planning Council
ATTN: Executive Director
455 N. Garland Avenue #414
Orlando, FL 32801

CITY OF ORMOND BEACH**EAST CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL**

By: _____
 Bill Partington
 Mayor

By: _____
 Tara McCue
 Executive Director

By: _____
 Joyce Shanahan
 City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing was acknowledged before me this ____ of October, 2022, by Bill Partington and Joyce Shanahan, who are personally known to me and did not take an oath.

 Notary Public, State of Florida

The foregoing was acknowledged before me this ____ of October, 2022, by Tara McCue, who is personally known to me and did not take an oath.

 Notary Public, State of Florida

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Resilient Ormond Beach** Agreement Number: **22PLN25**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Ormond Beach** Entity Type: **Local Government/Municipality**

Grantee Address: **22 South Beach Street, Ormond Beach, Florida 32174** FEID: **59-6000398** (Grantee)

3. Agreement Begin Date: **7/1/2021** Date of Expiration: **12/31/2024**

4. Project Number: **R2201** Project Location(s): **Ormond Beach, Volusia County** 
(If different from Agreement Number)

Project Description: **The project will conduct a Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, as well as develop comprehensive plan amendments to comply with Peril of Flood statute and an Action Plan.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$75,000.00	☒ State ☐ Federal	FY 21-22 GAA Line # 1707A	\$75,000.00
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$75,000.00

6. Department's Grant Manager	Grantee's Grant Manager
Name: Deneka Smith	Name: Becky Weedo
or successor	or successor
Address: Resilient Florida Program	Address: City of Ormond Beach
2600 Blair Stone Road, MS 235	22 South Beach Street
Tallahassee, FL 32399-2400	Ormond Beach, Florida 32174
Phone: 850-245-7172	Phone: 386-676-3342
Email: Deneka.Smith@FloridaDEP.gov	Email: Becky.Weedo@ormondbeach.org

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification

8. The following information applies to Federal Grants only and is identified in accordance with 2 C.F.R. § 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Ormond Beach

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Joyce Shanahan

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Deneka Smith

DEP QC Reviewer, Jeremy Jimenez

Local Sponsor may add additional signatures if needed below.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.

A change order to this Agreement may be used when:

 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates)

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shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had

been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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 Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

Attachment 1

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- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. 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.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22PLN25**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Resilient Ormond Beach. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.552, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least

thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22PLN25**

ATTACHMENT 3

PROJECT TITLE: Resilient Ormond Beach

PROJECT LOCATION: The Project is located in the City of Ormond Beach within Volusia County, Florida.

PROJECT DESCRIPTION:

The City of Ormond Beach (Grantee) will conduct the Resilient Ormond Beach Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will evaluate hazards and vulnerabilities through a VA to enhance resilience planning in the City. The Project will include a Comprehensive Plan amendment to comply with the Peril of Flood statute, which will be developed using data from the Stormwater Master Plan, Volusia County Multi-Jurisdictional Local Mitigation Strategy, and a recently completed vulnerability analysis for Volusia County, which includes storm surge impacts on sea level rise. Based on the proposed amended goals, objectives, and policies of the coastal management element of the Comprehensive Plan amendment, the Grantee will develop a Resiliency Action Plan (Adaptation Plan) that is consistent with the Comprehensive Plan amendment and the East Central Florida Regional Resiliency Action Plan.

TASKS AND DELIVERABLES:

Task 1: Stakeholder Engagement

Description: The Grantee will conduct at least one public outreach meeting during the project. The purpose of the meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a summary report including attendee input and meeting outcomes.

Task 2: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as

well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected. The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. and based upon the public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following: 1) Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards outlined in s. 380.093, F.S.; 2) a final list of critical and regionally significant assets that are impacted by flooding, which must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; 3) all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and 4) a signed VA Compliance Checklist Certification.

Task 3: Peril of Flood Compliance

Description: The Project will update the Grantee's comprehensive plan coastal management element language to comply with the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. Based on the analysis performed, draft comprehensive plan amendments must address the requirements of paragraph 163.3178(2)(f), F.S., Peril of Flood, if the county or municipality is subject to such requirements. The municipality will draft the comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The Department's Grant Manager will provide the deliverable to the Department of Economic Opportunity (DEO) for preliminary review to ensure compliance with paragraph 163.3178(2)(f), F.S. DEO will have ten (10) working days to review and provide its comment(s) to the Department's Grant Manager. This review is to provide preliminary feedback only and does not constitute the state agency review required under paragraph 163.3178(2)(f), F.S.

Deliverables: Draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The draft comprehensive plan will include the following:

1. Examples of strategies, principles, and related engineering solutions that reduce flood risk in coastal areas when resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise;
2. Use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency;
3. Site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state;

4. A requirement that development or redevelopment within the coastal areas be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. Part 60;
5. A requirement that any construction activities seaward of the coastal construction control lines established pursuant to Section 161.053, F.S., be consistent with Chapter 161, F.S.; and
6. Encouragement of local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

Task 4: Action Plan

Description: The Grantee will complete an Action Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation. Based on the proposed amended goals, objectives, and policies of the coastal management element of the Comprehensive Plan amendment, the Grantee will develop a Resiliency AP that is consistent with the Comprehensive Plan and the East Central Florida Regional Resiliency Action Plan. The AP will be specific to the City of Ormond Beach and include items directly related to City departments as well as items specifically identified to implement on a one- to five-year planning horizon.

Deliverables: The Grantee will provide the final Action Plan or Report.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal. The Department's Grant Manager will provide the deliverables to DEO for preliminary review to ensure compliance with paragraph 163.3178(2)(f), F.S. DEO will have ten (10) working days to review and provide its comment(s) to the Department's Grant Manager. This review is to provide preliminary feedback only and does not constitute the state agency review required under Section 163.3184, F.S.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quarterly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting

fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Stakeholder Engagement	Contractual Services	\$20,000	\$0	\$20,000	7/1/2021	9/30/2024
2	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$40,000	\$0	\$40,000	7/1/2021	9/30/2024
3	Peril of Flood Compliance	Contractual Services	\$7,000	\$0	\$7,000	7/1/2021	9/30/2024
4	Action Plan	Contractual Services	\$8,000	\$0	\$8,000	7/1/2021	9/30/2024
Total:			\$75,000	\$0	\$75,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
 ATTN: Office of Ombudsman and Public Services
 Public Records Request
 3900 Commonwealth Boulevard, MS 49
 Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$45,000	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$45,000	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 21.22	37.098	Resilient Florida Programs	75,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$75,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3 (Grant Work Plan), and all other applicable attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Resilient Florida Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of this Agreement's end date and notify the Grantee in writing if determined ineligible. If the failure to perform in accordance with the terms and conditions set forth in this Agreement is due to the Grantee's contractor or subcontractor(s), then the Grantee should submit that documentation in writing to the Department's Grant Manager.
3. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:
 - a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
 - b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.
4. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
5. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
6. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
7. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which

can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

8. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Resilient Florida Program
Progress Report Form

Exhibit A

DEP Agreement No.:	22PLN25		
Project Title:	Resilient Ormond Beach		
Grantee Name:	City of Ormond Beach		
Grantee Address:	22 South Beach Street, Ormond Beach, Florida 32174		
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)		
INSTRUCTIONS: Provide the following information for all tasks and deliverables identified in Attachment 3, Grant Work Plan: Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.			
<u>The following format should be followed:</u>			
Task 1:			
Progress for this reporting period:			
Identify any delays or problems encountered:			
Percentage of task completed:			
Task 2:			
Progress for this reporting period:			
Identify any delays or problems encountered:			
Percentage of task completed:			
Task 3:			
Progress for this reporting period:			
Identify any delays or problems encountered:			
Percentage of task completed:			
Task 4:			
Progress for this reporting period:			
Identify any delays or problems encountered:			
Percentage of task completed:			

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (or successor)

Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 22PLN25

RESILIENT ORMOND BEACH

City of Ormond Beach

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include evaluation of project’s ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.

Part IV. Further Recommendations

Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee’s agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department’s Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department’s Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22PLN25

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: (____) _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

Photo/video/audio/artwork/recording
file name(s): _____Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 22PLN25

11/19/2021

Page 1 of 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22PLN25

Project Title: Resilient Ormond Beach

Grantee: City of Ormond Beach

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

Exhibit I

Required for all grant agreements.

DEP Agreement Number: 22PLN25

Project Title: Resilient Ormond Beach

Grantee: City of Ormond Beach

By signing this Vulnerability Assessment Compliance Checklist Certification (hereinafter "Checklist Certification") the Grantee certifies that, upon execution of the Agreement, it will have reviewed the statutory requirements for vulnerability assessments in subsection 380.093(3), F.S., and provided this signed Checklist Certification to the Department, which gives the Department of Environmental Protection (Department) *partial* assurance that any and all vulnerability assessments the Grantee may utilize for its individual project will adhere to the relevant statutory requirements in subsection 380.093(3), F.S., regardless of the party actually completing the work (e.g., subcontractors).

To give the Department the remaining assurance it requires, the Grantee also certifies that it will deliver a fully completed and signed Vulnerability Assessment Compliance Checklist to the Department, in the form included in this exhibit, at a yet-to-be-determined time mutually agreed upon by both parties to this Agreement but prior to close out of the Grantee's individual project. The completed Vulnerability Assessment Compliance Checklist and this Checklist Certification will be joined and attached to the Agreement together as a single "Exhibit I."

By signing below, I certify on behalf of the Grantee that the Grantee or its designee(s) will have reviewed the statutory requirements in subsection 380.093(3), F.S., prior to execution of the Agreement. I further certify on behalf of the Grantee that, prior to close out of the grant, either myself or the Grantee's designated grant manager will provide to the Department a Vulnerability Assessment Compliance Checklist form that has been fully completed in the manner described in this Checklist Certification.

Grantee's Grant Manager Signature

Print Name

Date

VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

<https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	☒	Geospatial data in an electronic file format.	
c	☐	GIS metadata.	
d	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable. ☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(optional)</i>	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one)</i> ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	

k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(required if item e is not applicable)</i>	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. <i>(optional)</i>	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is not applicable)</i>	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(optional)</i>	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	☐	All analyses performed in North American Vertical Datum of 1988.	
p	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	☐	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level <i>(if so, provide Department approval)</i> .	

Identify the Florida municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee’s knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Robert Carolin, Leisure Services Director

Date: October 18, 2022

Subject: Leisure Services Fee Schedule

Commission Goal: Quality of Life - Other

Introduction

This is a request for the City Commission to approve changes to the Leisure Services Fee Schedule. The request is for a 3% rate increase, which was included in the Fiscal Year (FY) 2022-2023 operating budget. Staff has reviewed the fee schedule and is recommending several changes to reflect recent facility updates and other cost adjustments.

Background

During the operational budget review process, the Leisure Services Department performs a review of the current fee schedule to submit any additions or alterations for City Commission approval. In the FY 2022-2023 budget, the City Commission has approved an increase to Leisure Services fees by 3% annually to help support City of Ormond Beach programs.

Discussion

The fees shown under the column "F/Y 22/23" in the attached revised fee schedule include the 3% increase rounding to the nearest dollar, as well as additional staff recommendations that will go into effect upon the execution of the new resolution.

Budget Impact

Impact to the budget is expected to be minimal.

Citizen Impact

The proposed 3% increase and the changes to the Leisure Services fee schedule ensures that the City of Ormond Beach continues to deliver top quality services and

programs that are accessible to all citizens.

Recommendation

It is recommended that the City Commission authorize the proposed changes to the fee schedule for the Leisure Services Department.

Attachments:

- 22-142 Fee Schedule Increase (P22-0166G) (PDF)
- Revised Fee Schedule 22-23 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/7/2022


Claire Whitley, Assistant City Manager 10/13/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/13/2022

RESOLUTION NO. 2022-142

A RESOLUTION APPROVING AND AUTHORIZING REVISIONS TO THE CITY'S FEE SCHEDULE FOR CULTURAL AND RECREATIONAL PROGRAMS AND FACILITIES OPERATED BY THE LEISURE SERVICES DEPARTMENT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 91-82 the City Commission adopted a "Fee Schedule" for the various cultural and recreational programs and facilities coordinated and operated by the Leisure Services Department which has subsequently been revised, and

WHEREAS, the City's professional staff has reviewed, and recommends approval of, the proposed Fee Schedule which has been updated to reflect miscellaneous revisions such as adding the Mayor's Fitness Challenge as an event, adding temporary fencing under field rentals, and a 3% increase in fees, and

WHEREAS, the City Commission concurs with said recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby approves and authorizes the aforementioned revisions to the City's Fee Schedule for various cultural and recreational programs and facilities. A copy of said Fee Schedule is attached hereto and incorporated herein by reference.

SECTION TWO. The fee increase shall become effective upon the adoption of this Resolution.

SECTION THREE. The City Commission hereby ratifies and affirms all actions taken in furtherance of establishing and amending the cultural and recreational fee schedules.

SECTION FOUR. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED, this 18th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**CITY OF ORMOND BEACH
LEISURE SERVICES DEPARTMENT**

**Fee Schedule
2022-2023**

Department of Leisure Services Fee Schedule

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DEFINITIONS/CLARIFICATIONS FOR PURPOSES OF FEE SCHEDULE

Information provided below applies to all classes, programs, events, activities, rentals within the Leisures Services Department fee schedule, unless otherwise stated in fee schedule.

"RESIDENT" DEFINED. Proof of residency must be supplied at time of registration in order to receive resident rates/benefits.

- one who has a domicile or permanent residence within the City limits of Ormond Beach,
- a person who is permanently inhabiting quarters within the City limits of Ormond Beach,
- a person who owns real property within the City limits of Ormond Beach
- a person who owns and operates a business (with a valid occupational license) physically located within the City limits of Ormond Beach
- a person who is employed by the City of Ormond Beach.
- for purposes of programs, rentals and activities at The Casements and Rockefeller Gardens, the Nova Skate Park and Tennis Courts, Central Park, Andy Romano Beachfront Park, Environmental Discovery Center and the Sports Complex, a resident shall include a person who maintains his or her domicile or permanent residence in any of the incorporated municipalities within Volusia County unincorporated area of Volusia County, who operates a business in any of the incorporated municipalities within Volusia County or the Volusia County or is employed by any municipality within Volusia County or by the County of Volusia. This is due to Volusia unincorporated area of ECHO grant funding that was provided for these locations.
- all other persons shall be classified as non-residents.

"SCHOLARSHIP CREDIT (FEE WAIVER)" DEFINED. A partial or full fee waiver given to resident participants who cannot afford the full cost of certain programs. They must meet certain scholarship eligibility requirements (provide current State of Florida letter verifying food stamp or Medicaid eligibility for child, or letter from school indicating eligibility for free lunch program.)

"NON-RESIDENT FEE": A non-resident shall pay 50% more than the resident fee or shall pay the non-resident rate if shown, as applicable. This applies to all fees shown in this fee schedule.

"FACILITY FEE": 10% is added to all "base" fees in the Leisure Services Department; (i.e., program, classes, rentals, etc.). The fees shown in this updated schedule do include the 10% facility fee.

"FACILITY CAP": On programs or activities that can only handle a certain number of participants, residents will be accepted before nonresidents can be added to the program unless the program is co-sponsored by another agency, i.e., Volusia County.

"CENTER ACTIVITY CARDS": Cards are issued to those who wish to participate in center activities at a recreation center where there is no program or class charge (i.e., free play basketball in gymnasium, game room activities). These cards are used at Nova Community Center and South Ormond Neighborhood Center only.

the
South Ormond Neighborhood Center.

"NON-PROFIT": "Non-profit" groups shall pay 50% less than "For profit" groups or shall pay the non-profit rate as shown, if applicable. Staff fees, overtime, utility charges, field lights, cleaning, other extra fees are not included in non-profit discounted fees. In order to qualify for the reduced fee, the entity must submit a non-profit status certificate; i.e., 501(c)3 status certificate.

"SALES TAX": FL State Sales Tax is required on rentals. Sales tax exempt certificate required for tax exemption.

CLASSES/PROGRAMS/EVENTS/FACILITY RENTALS

Note: Any classes, programs, events, facility rentals shown in this schedule are indicative of the Leisure Services Department offerings and may be added to or deleted as necessary with the approval of the Leisure Services Director. Material and supplies may be an added fee, based on program requirements.

"Volunteer Instructor-run Classes": These classes are offered through the use of volunteer instructors. No class fee is charged to the participants.

"Room Rental to Class Instructors" The instructor will collect payment directly from the student and the City will receive a room rental fee from the instructor equivalent to 30% of the revenue collected plus 10% facility fee or the instructor may elect to pay the room rental shown in this fee schedule. There will be a minimum utility surcharge to the instructor depending on the total number of hours used, on a per program basis.

"Department-run Classes, Clinics": Class fees are established by the Coordinator in charge. Nonresident fees are 50% additional.

"Department-run Youth Sports": Youth Volleyball, Basketball Training League, Flag Football, Girl's Basketball, Summer Sports Clinics and other youth sports. Fee established by Athletics Supervisor.

"Department-run Adult Sports": Adult Coed Softball, Adult Coed Volleyball, Men's Basketball League, Men's Softball, Men's Baseball and other adult sports. Fee established by Athletics Supervisor.

"Parent Sponsored Youth Sports": Ormond Beach Youth Baseball/Softball Association; Ormond Beach Youth Soccer Club; Ormond Beach Youth Basketball Association; Ormond Beach Youth Football and Cheerleading Association, Inc.; and Ormond Beach Pride, Inc. "Base" fees are determined by each Association.

Associations have the option to do their own registration or to have Leisure Services do the registration. Either way, per lease agreement with associations, fees collected are shared between City and Association as follows:

Association:	Base fee (as determined by Association)
City:	10% Facility fee (10% of fee charged to participant)
City:	Nonresident fee (50% additional which is charged to nonresidents only)
City:	If Dept. does the registration, a per participant registration fee of \$2.50 per child is paid to City by Association.

FEES TO BE INCREASED 3% ANNUALLY, WITH CITY COMMISSION APPROVAL, UNLESS OTHERWISE NOTED.

Please note: Fees in this document have been rounded up to the nearest dollar.

AMES GROUNDS:		
AMES GROUNDS:	<i>F/Y 21/22</i>	<i>F/Y 22/23</i>
(i.e., weddings, social gathering - no food) Reservations Required Up to 4 Hours	\$110	\$113
ANDY ROMANO BEACHFRONT PARK		
Pavilion is used on a first come, first served basis unless reservations are made. <i>If electricity is available, it will be charged at the rate of \$39</i>	<i>F/Y 21/22</i>	<i>F/Y 22/23</i>
All Volusia County Residents (due to ECHO Grant) Up to four hours	\$110	\$113
Non-Volusia Co. Residents Up to four hours	\$245	\$252
BAILEY RIVERBRIDGE MEETING HALL AND GARDENS		
Security Deposit: \$100 refundable due at time of reservation of date.		
MEETING HALL:		
Utilities are \$24 per day	\$24-\$45	\$25-\$46
Rental rates are in two-hour increments Resident	\$96	\$99
There is a set up fee which includes use of available equipment (tables & chairs)		
(Small - up to 50 people) per hour	\$31	\$32
(Large - over 50 people) per hour	\$43	\$44
BAILEY RIVERBRIDGE GROUNDS: (i.e., weddings, social gatherings - no food on grounds)		
Residents Per hour	\$78	\$80
SOCIAL EVENT PERMIT FEE		
A non-refundable fee is required for social event where beer, wine or champagne is served. (Additional permits, insurance and fees may apply in accordance with State regulations.)	\$146	\$150
BIRTHPLACE OF SPEED PARK PAVILION		
(i.e., weddings, social gatherings, food allowed) <i>If electricity is available, it will be charged at the rate of \$39</i>	<i>F/Y 21/22</i>	<i>F/Y 22/23</i>
Pavilion is used on a first come, first served basis unless reservations are made.		
Residents Up to four hours	\$110	\$113
CASEMENTS - CLASSES, PROGRAMS, CENTER EVENTS		
CLASSES/PROGRAMS:		
Scholarships are not available at The Casements.		
Teacher Duty Day Programs Per Day	\$49	\$50
CASEMENTS CULTURAL EVENTS, ACTIVITY, AND PROGRAM FEES		
Admission fees may vary from \$0 to \$100 depending on event		
Applicable to Casements Activity Programs only		
FOR PROFIT GROUPS		
Arts & Crafts	\$74	\$76
Arts & Crafts - Deposits	\$36	\$37
Food Vendors	\$146	\$150
Food Vendors 70% vendor/30% city - concessions split at small events - typically less than 250 attendees; i.e. Movie Night, etc.)	70/30 split	70/30 split
Food Vendors - Deposits	\$68	\$70
Exhibitors (No sales) - Deposits	\$35	\$36
Exhibitors (No sales) - Space	\$52	\$54
Gallery Exhibits - Small	\$103	\$106
Gallery Exhibits/Opening Receptions	\$183	\$188
Literary Book Signings/Readings	\$38	\$39

NON-PROFIT GROUPS		
Arts & Crafts	\$35	\$36
Arts & Crafts - Deposits	\$21	\$22
Food Vendors	\$74	\$76
Food Vendors 70% vendor/30% city - concessions split at small events - typically less than 250 attendees; i.e. Movie Night, etc.)	70/30 split	70/30 split
Food Vendors - Deposits	\$35	\$36
Exhibitors (No sales) - Deposits	\$21	\$22
Exhibitors (No sales) - Space	\$30	\$31
Gallery Exhibits - Small	\$52	\$54
Gallery Exhibits/Opening Receptions	\$96	\$99
Literary Book Signings/Readings	\$22	\$23
CASEMENTS - FACILITY RENTALS		
Utilities are \$24 per day	F/Y 21/22	F/Y 22/23
Clubs/Group Meetings Fees - Will be assessed either an hourly fee, weekly, monthly or yearly fee based on the type of usage in addition to the utility fee with additional fees for room set up.	\$24-\$45	\$25-\$46
Casements Building:		
Rental rates are for a period of up to 4 consecutive hours		
Rent charged by room and/or by floor and is due 72 hours (three days) prior to the reserved date		
A \$250 deposit will be required on facility rentals		
During Non-Operating Hours:		
Entire first floor area, which includes kitchen and gallery, studio and atrium.	\$834	\$859
During Operating Hours:		
Atrium only	\$163	\$168
Gallery only	\$213	\$220
Gallery and kitchen	\$316	\$326
Dance Studio only	\$110	\$113
Classrooms	\$66	\$68
Kitchen	\$110	\$113
Gallery Exhibits - Small	\$103	\$106
Gallery Exhibits/Opening Receptions	\$183	\$188
Literary Book Signings/Readings	\$38	\$39
Notes:		
There is a set-up fee which includes use of allowable equipment explained below and a record of these fees will be made a part of the lease.		
Small (up to fifty (50) people)	\$66	\$75
Large (over fifty-one (51) people)	\$96	\$125
Available kitchen equipment for use is: refrigerator, sinks, stove, oven, dishwasher, microwave. Not available are any of the china/dish sets, glassware or silver sets, or silver serving pieces, tablecloths, party-ware, plastic serving pieces and miscellaneous kitchen utensils.		
The renter is expected to pay for house personnel for monitoring the building. The number of personnel required will be determined by the Director. This is applicable if the renter will be occupying the building after normal working hours.		
Staff Fee: A member of the staff must be on the premises at all times.		
Minimum staff fee is (up to four (4) hours).	\$110	\$113
If the rental agreement reflects more than four (4) hours, the rate is per hour.	\$31	\$32

SOCIAL EVENT PERMIT FEE		
A non-refundable fee is required for social event where beer, wine or champagne is served. (Additional permits, insurance and fees may apply in accordance with State regulations.)	\$146	\$150
CASEMENTS NORTH LAWN and ROCKEFELLER GARDENS		
	F/Y 21/22	F/Y 22/23
Event fees are based on size, venue and duration of rental, city, state and health-related permits and insurance requirements for public and private events, city ordinances and state laws as they apply.		
The permitting authority shall consider all of the following criteria in granting, denying and conditioning a permit.		
Expected attendance, venue, time of day, adjacency of venue to other properties and events, profit/nonprofit functions, ticket & gate admission functions, safety and security of attendees, supervision liability for Non-Commercial Private Events; Commercial Community Events; Non-profit/For Profit.		
Rental fees are per four-hour block of time with additional hourly charges where applicable to include event setup and post teardown.		
Rental rates do not include fees for support staff (stage, audio, lighting technicians or police, fire, medical).		
Food, beverage & promotion of specific merchandise sales are permitted and subcontracted under the individual or organization renting the facility. Vendors are subject to insurance and health requirements.		
If admission is to be charged to an event, an additional 15% payment from the gate, vendors and/or concession proceeds may be assessed in addition to the fees charged for the use of the facility and grounds.		
Utility fees for water and electrical usage will vary based on hourly usage for vending and activities and stage and entertainment usage.		
Large events will require approval by the City Manager or designee.		
NON-COMMERCIAL PRIVATE EVENTS Up to 4 Hours	F/Y 21/22	F/Y 22/23
North Lawn and/or Gazebo, Porte Cochere	\$183	\$188
Parking Lot	\$146	\$150
South Garden	\$440	\$453
Central Garden	\$475	\$489
North Garden	\$427	\$440
West River - Open Green Space	\$74	\$76
Bridge Underpass Plaza	\$74	\$76
Stage Pavilion	\$588	\$606
Wedding Terrace Plaza	\$368	\$379
South Garden Fountain/Picnic Area	\$52	\$54
Application Fee - SET FEE *DNC	\$25	\$25
Deposits (Refundable)	\$250	\$250
Cancellation Fee (Nonrefundable)	\$0	\$0
COMMERCIAL EVENTS; COMMUNITY EVENTS		
Up to 4 hours For-Profit	\$2,925	\$3,013
4 to 12 hours For-Profit	\$5,850	\$6,026
Application Fee - SET FEE *DNC	\$25	\$25
Deposits (Refundable)	\$1,000	\$1,000
Cancellation Fee (Nonrefundable)	\$0	\$0
CENTRAL PARK		
Pavilions (i.e., social gatherings, picnics) If electricity is available, it will be charged at the rate of \$39.	F/Y 21/22	F/Y 22/23
Pavilion is used on a first come, first served basis unless reservations are made.		
All Volusia County Residents (due to ECHO Grant) Up to 4 hours	\$80	\$82
COMMUNITY EVENTS		
Program Fees, Admission Fees, Event Fees will vary based on venue, size, and attendance.	F/Y 21/22	F/Y 22/23
Non-commercial Private Events; Commercial Community Events		

Festival Vendor Fees:		
Arts and Crafts		
For Profit	Deposit \$50	\$94 - \$184
Non-Profit	Deposit \$25	\$49 - \$95
Food Vendors		
For Profit	Deposit \$100	\$222 - \$323
Non-Profit	Deposit \$ 50	\$115 - \$165
70% vendor/30% city - concessions split at small events - typically less than 250 attendees; i.e. Movie Night, etc.)		70/30 split
Exhibitor - No Sales		
For Profit	Deposit \$50	\$94- \$184
Non-Profit	Deposit \$25	\$49 - \$95
Specialty Vendors		
Game Merchant		
For Profit	Deposit \$100	\$359
Non-Profit	Deposit \$ 50	\$179
Amusements/Inflatables - Fees will be reviewed based on extension of venues.		
ENVIRONMENTAL DISCOVERY CENTER (EDC)		
CLASSES/PROGRAMS:		
Enviro-Camp Per Session (8 weeks) Price per Week Supplies may be additional		\$112
Scholarships for camp are available through the Joyce Ebbets Scholarship Program		\$115
CLASSROOM RENTALS: Utilities are \$25 per day		
Refundable Deposit		\$24-\$45
Volusia Co. Nonprofit group (cont meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t & nonprofit cert required)		\$77
Volusia Co. Nonprofit group (1 time) up to 2 hours (s/t & nonprofit cert required)		\$56
Non-Volusia Co. Nonprofit group (cont meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t & nonprofit cert required)		\$31
Non-Volusia Co. Nonprofit group (1 time) up to 2 hours (s/t & nonprofit cert required)		\$88
Volusia Co. Group/Business (continuous meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t		\$44
Volusia Co. Group/Business (1 time) up to 2 hours plus s/t		\$114
Non-Volusia Co. Group/Business (continuous meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t		\$61
Non-Volusia Co. Group/Business (1 time) up to 2 hours plus s/t		\$172
Additional staff (overtime, other than normal work hours, etc) Hourly rate		\$92
Additional Set Up, if applicable, per meeting		\$42
GROUP FIELD TRIPS		
Group field trips are to be scheduled in advance. Groups larger than 10 people require a facility use agreement		
Schools and Scout groups: \$3.00 per student. For every 10 students, one teacher or chaperon is free.		
Additional adults & family members are \$6.00 each. Rentals are in 2-hour blocks.		
Adult Groups: \$3.00 per person. Rentals are in 2-hour blocks.		
EDC Grounds: (i.e., weddings, social gatherings)		
Volusia Co. Residents Per hour		\$79
Non-Volusia Co. Residents Per hour		\$118
FIELD RENTAL - ATHLETIC FIELDS (EXCLUDES CHAMPIONSHIP FIELD #7)		
ORMOND BEACH SPORTS COMPLEX, NOVA COMMUNITY PARK COMPLEX, SO. ORMOND NEIGHBORHOOD CENTER		
ALL SPORTS		
		F/Y 21/22
		F/Y 22/23

Permit required.		
Non-refundable Deposit required on all field rentals	\$250	\$250
A multi-day discount for field rental rates (excluding lights, extra marking, overtime, restroom cleaning, extra services) for consecutive day rentals will be applied as follows: 2 nd day 20%; 3 rd day 25%; 4 th day and after 30% discount.		
<i>Nonresident Teams and Colleges:</i>		
Practice - per 3 hours	\$161	\$166
Practice - additional hours over 3 hrs - Per hour	\$59	\$61
Games - single each	\$213	\$219
Games - doubleheader (2 games)	\$331	\$341
Extra marking - Billed per man hour	\$44	\$45
Lights - per each game/practice	\$89	\$92
<i>High Schools: (Rates may not apply to school(s) with lease agreements)</i>		
Practice - per 3 hours	\$110	\$113
Practice - additional hours over 3 hrs - Per hour	\$38	\$39
Games - single each including pre-game marking	\$153	\$158
Games - doubleheader (2 games)	\$265	\$273
Doubleheader marking: Billed per man hour	\$44	\$45
Lights - Per each game/practice	\$89	\$92
<i>City Co-Sponsored Youth Teams from Ormond Beach (OBYBSA, etc.):</i>		
Practices	No Charge	No Charge
Games each	No Charge	No Charge
Association Sponsored Clinics - No more than one clinic per season	No Charge	No Charge
<i>Other Governmental Agency Groups: same as High Schools above</i>		
<i>Ormond Beach Business/Residents/Not for Profit Organizations</i>		
Games/Practices Per Hour	\$38	\$39
Lights - Add per each game/practice	\$89	\$91
Marking per hour	\$52	\$54
Extra marking - Billed per man hour	\$44	\$45
<i>Locker Room Use (OB Sports Complex at Wendelstedt Fields) Add per day</i>	\$67	\$69
<i>Rental of Fields for Camps, Clinics: All administration/registration for these camps will be handled by the renting party.</i>		
1 Day - Rental Charge (up to 4 hours per day) - per day per field	\$161	\$166
1 Day - Rental Charge (Minimum 4 hours per day)- per day per field	\$220	\$227
Lights - Add per session per field	\$89	\$92
Extra marking - Billed per man hour	\$44	\$45
<i>Tournament Play</i>		
Temporary Fencing		
Ballfield 200'		\$2,000
Ballfield 300'		\$2,800
Tournament - Per Field Per Day up to 8 hours per day	\$253	\$261
Tournament - Additional hours over 8 hours - Add per hour	\$36	\$37
Field Maintenance Overtime - Billed per man hour	\$43	\$44
Restroom Cleaning - Per service, plus supplies	\$44	\$45
Add for Lights - Per game/practice	\$86	\$89
PRESS BOX @ Rick Boehm Girls' Softball Field		
in addition to field rental		
Press box - Up to 4 hours, per day	\$141	\$145
Press box - Additional hours - per hour	\$35	\$36
SOCCER, FOOTBALL, LACROSSE, RUGBY	<i>F/Y 21/22</i>	<i>F/Y 22/23</i>

Non-refundable Deposit required on all field rentals	\$250	\$250
A multi-day discount for field rental rates (excluding lights, extra marking, overtime, restroom cleaning, extra services) for consecutive day rentals will be applied as follows: 2 nd day 20%; 3 rd day 25%; 4 th day and after 30% discount.		
Field Rental - all users (other than recreational parent-run sports) up to 4 hrs	\$565	\$582
Field Rental - all users (other than recreational parent-run sports) up to 8 hrs	\$808	\$832
Field Rental - Additional hours over 8 hours - per hour	\$99	\$102
Lights - Per night	\$183	\$189
PRESS BOX @ OB Sports Complex Championship Field #7		
in addition to field rental		
Press box - Up to 4 hours, per day	\$141	\$145
Press box - Additional hours - per hour	\$35	\$36
GREG SMITH FIELD HOUSE @ OB Sports Complex		
City Co-Sponsored Youth Groups:		
<i>Pre-scheduled use pending availability and at discretion of Leisure Services Director or appointee.</i>		
Field House Rental - up to 4 hrs per day	\$236	\$243
Field House Rental - 4 to 8 hrs per day	\$478	\$492
Field House Rental - over 8 hrs add per hour	\$60	\$62
Lessee is responsible for restroom cleaning and/or field house cleaning - per cleaning	\$45	\$46
Security Deposit - Refundable	\$500	\$500
FIELD #7 RENTAL PACKAGE		
Includes up to 4 hours rental for Champion Field #7, Pressbox, Scoreboard & Greg Smith Field House	\$835	\$835
Includes up to 8 hours rental for Champion Field #7, Pressbox, Scoreboard & Greg Smith Field House	\$1,433	\$1,476
Not included: Lights per Night ADD	\$183	\$188
Not included: Restroom and/or field house cleaning, per cleaning ADD	\$45	\$46
Refundable Security Deposit for Greg Smith Field House ADD	\$500	\$500
FORTUNATO PARK		
FORTUNATO GROUNDS		
Commercial Use/Events Park is rented in 4 hour increments Resident	F/Y 21/22	F/Y 22/23
Non-commercial Private Events Park is rented in 4 hour increments Resident	\$865	\$891
	\$587	\$605
NOVA COMMUNITY CENTER - ACTIVITIES		
Center Activity Cards	F/Y 21/22	F/Y 22/23
Residents - Free		
Single - Per person per year	\$66	\$68
Family - Per family per year	\$163	\$168
Sr. Citizen - Per person per year	\$44	\$45
DAILY PASS		
Nonresidents pay per pass Not increased annually	\$4	\$4
CLASSES/PROGRAMS		
Classes/programs may be added/deleted as needed.		
NOVA COMMUNITY PARK - COURT RENTALS		
NOTE: This is an open free play facility. If reservations are requested, courts must be reserved in advance.	F/Y 21/22	F/Y 22/23
TENNIS COURT RENTAL FOR SCHOOLS, COLLEGES, ORGANIZATIONS:		

Reservation Rates		
Resident Group: per court, per hour	\$24	\$25
Resident Group, Tournament, Clinic, Camp: Per Court		
per day	\$81	\$83
per ½ day	\$44	\$45
Lights per court, per two-hour rental	\$45	\$46
HANDBALL/RACQUETBALL COURT RENTAL FOR SCHOOLS, COLLEGES, ORGANIZATIONS:		
Reservation Rates		
Resident Group: per court, per hour	\$14	\$15
OR		
Resident Group, Tournament: Per Court		
per day	\$52	\$54
per ½ day	\$30	\$31
OUTDOOR BASKETBALL COURT RENTAL FOR SCHOOLS, COLLEGES, ORGANIZATIONS:		
Reservation Rates		
Resident Group: per hour	\$25	\$26
Resident Group, Tournament, Clinic, Camp:		
per day	\$81	\$83
per ½ day	\$44	\$45
NOVA COMMUNITY CENTER - RENTALS PAVILIONS, ROOMS, GYMNASIUM		
	F/Y 21/22	F/Y 22/23
PICNIC SHELTERS RENTAL If electricity is available it will be charged at the rate of \$39		
Rental Up to 4 hours Resident	\$80	\$82
City Co-Sponsored Groups from Ormond Beach - Permit Required		
MEETING ROOM, ACTIVITY ROOM RENTAL		
Utilities are \$24 per day	\$24	\$25
Refundable Deposit	\$75	\$75
City Co-Sponsored Groups from Ormond Beach - Permit Required	\$44	\$45
Ormond Beach Nonprofit Groups (continuous meetings) - per month; not to exceed once weekly or four times per month; two hour rental period	\$110	\$113
Ormond Beach Nonprofit Groups (1 time use) (2 hr. limit)	\$59	\$61
Nonresident Group (continuous meetings) - per month; not to exceed once weekly or four times per month; two hour rental period	\$169	\$174
Nonresident Group (1 time use) (2 hr. limit)	\$103	\$106
Ormond Beach Business or Resident Group (cont. meetings) - per month; not to exceed once weekly or four times per month; two hour rental period	\$118	\$122
Ormond Beach Business or Resident Group (1 time use) (2 hr limit)	\$66	\$68
Additional Chairs & Tables, Set up - Per Meeting	\$31	\$32
GYMNASIUM RENTAL		
Refundable Deposit	\$75	\$75
Practice/Games/Meetings/Special Events:		
City Co-Sponsored Groups from Ormond Beach - Permit Required	\$44	\$45
1/2 Gym Rental (using divider curtain), per 2 hour increments:		
Ormond Beach Business Groups/Residents - per 2 hour increments	\$110	\$113
Non-City Groups - per 2 hour increments	\$169	\$174
Ormond Beach Non-profit Groups w/permit [special events - up to 8 hrs]	\$220	\$227
Full Gym Rental, per 2 hour increments:		
Ormond Beach Business Groups/Residents - per 2 hour increments	\$220	\$227
Non-City Groups - per 2 hour increments	\$338	\$348
Ormond Beach Non-profit Groups w/permit [special events - up to 8 hrs]	\$440	\$453
NOTE: Facility use at Nova and South Ormond Centers is based on the use of said facility		

occurring during normally scheduled work hours for staff. If occurrence is other than normal work hours, fees in addition to those listed will be billed per man hour	\$43	\$44
PERFORMING ARTS CENTER - CLASSES/PROGRAMS/THEATER GROUPS		
CLASSES/PROGRAMS:	<i>F/Y 21/22</i>	<i>F/Y 22/23</i>
Theater Surcharge – All producers/directors of a performance will pay a surcharge for each person attending the performance regardless of method of ticket sales or free will offering.	\$1.45 - \$5.00	\$2 - \$6
Summer Theatre Camp - provided by Children's Musical Theatre 70%/30% split	70/30 split	70/30 split
Ormond Beach Community Theater Groups		
Annual Show Stage Rehearsal for up to 8 hours per day	\$50	\$50
PERFORMING ARTS CENTER - FACILITY RENTALS		
Utilities are \$25 per day	<i>F/Y 21/22</i>	<i>F/Y 22/23</i>
Sound & Lighting Technical Staff is not included with the standard house.	\$24	\$25
Technicians are independent contractors charging \$31.00 minimum per hr - 4 hr minimum.		
Equipment rentals are subject to availability, various fees, based on quantity, may be changed.		
An itemized listing of equipment is administered by the Leisure Services Department.		
Studio – Monthly:		
Security Deposit - refundable	\$100	\$100
Monday thru Thursday		
Room	\$477	\$491
Friday thru Sunday		
Room	\$528	\$544
Studio – One Time Use:	<i>F/Y 21/22</i>	<i>F/Y 22/23</i>
Security Deposit - refundable	\$100	\$100
Monday thru Thursday		
Room	\$265	\$273
Friday thru Sunday		
Room	\$316	\$325
Studio - Hourly Use:	\$52	\$54
NOTE: Monthly rates apply when room is reserved on a continuous basis; not to exceed once per week or four times per month. Rental period is not to exceed six months.		
Blue Room Studio use is based on rental period occurring during normally scheduled work hours for staff. If occurrence is other than normal working hours, fees in addition to those listed will be billed at per hour rate. Extraordinary setups or equipment are subject to additional charges.		
Production staff	\$66	\$68
Custodial/regular staff	\$31	\$32
PERFORMING ARTS CENTER - FACILITY RENTALS continued		
COMMERCIAL EVENTS:		
Single Use – 1 Performance		
Minimum rental	\$845	\$870
Multi-Use		
Minimum rental		

First Performance	\$848	\$873
plus each additional performance	\$734	\$756
Rehearsal and Set Up Rate		
Per day (8 hours)	\$316	\$325
Use of Facility for more than 3 days		
Per day for rehearsal and set up	\$316	\$325
First performance day	\$848	\$873
plus each additional performance	\$631	\$650
Lectures & Private Meetings		
Per hour (minimum of 3 hours)	\$161	\$166
Per day (8 hours)	\$845	\$870
Other Rental Fees		
Lobby - Hourly Fee	\$37	\$38
Lobby - Reception Area Per day Up to 4 hours	\$106	\$109
Lobby - Reception Area Per day (4 - 8 hours)	\$213	\$219
plus custodial charges per hour	\$31	\$32
Upper classroom - Hourly Fee	\$52	\$54
Upper classroom - Per day Up to 4 hours	\$150	\$155
Upper classroom - Per day (4 - 8 hours)	\$301	\$310
plus custodial charges per hour	\$31	\$32
Staff Fees		
(a) A staff member must be on the premises at all times that the building is in use. No staff fee is charged during normal working hours.		
Staff fee shall be charged for all hours outside normal working hours, per hour	\$66	\$68
(b) Additional Custodial Charges per hour rate	\$31	\$32
Gallery Exhibits (per 2 weeks)	\$235	\$242
SOCIAL EVENT PERMIT FEE		
A non-refundable fee is required for social event where beer, wine or champagne is served. (Additional permits, insurance and fees may apply in accordance with State regulations.)	\$146	\$150
PERFORMING ARTS CENTER - FACILITY RENTALS continued		
	F/Y 20/21	F/Y 21/22
NON-PROFIT EVENTS:		
All NonProfit Groups must Submit Nonprofit Status Certificate to Obtain Nonprofit Rates.		
Non-profit discounts do not apply to staff fees.		
Single Use – 1 Performance	\$370	\$381
Multi-Use - Same Day		
First Performance	\$370	\$381
2nd performance, same day	\$121	\$125
Multi-Use - 4 Performance Minimum		
Per day	\$307	\$316
Rehearsal and Set Up Rate		
Per day (8 hours)	\$207	\$213
plus any labor costs associated with event, per hour	\$64	\$66
Ormond Beach Community Theater Groups		

Annual Show Stage Rehearsal for up to 8 hours per day	\$58	\$60
Lectures & Private Meetings		
Per hour (minimum of 3 hours)	\$72	\$74
Per day (8 hours)	\$406	\$418
Other Rental Fees		
Lobby - Reception Area Per day (8 hours)	\$107	\$110
plus custodial charges per hour	\$30	\$31
Upper classroom - Per day (8 hours)	\$57	\$59
plus custodial charges per hour	\$30	\$31
Gallery Exhibits (per 2 weeks)	\$115	\$118
Staff Fees		
A staff member must be on the premises at all times that the building is in use. No staff fee is charged during normal working hours.		
Staff fee shall be charged for all hours outside normal working hours at the hourly rate of	\$64	\$66
If the NET proceeds are donated to the Performing Arts Center, NO rent will be charged.		
The foregoing rental rates shall not apply to events or activities scheduled and approved by Leisure Services Director		
Organization renting facility will be responsible for all costs associated with security, stage labor and any overtime for operating personnel, inclusive of box office, ticket-takers, ushers, and custodial.		
RIVIERA PARK		
Small Gazebo and Grounds (i.e., weddings, social gatherings, picnics)	F/Y 20/21	F/Y 21/22
Pavilion is used on a first come, first served basis unless reservations are made.		
Residents Up to 4 hours	\$78	\$80
SANCHEZ PARK		
Pavilion (i.e., weddings, social gatherings, picnics) If electricity is available it will be charged at the rate of \$39	F/Y 20/21	F/Y 21/22
Pavilion is used on a first come, first served basis unless reservations are made.		
Residents Up to 4 hours	\$78	\$80
SENIOR CENTER		
Senior Center is operated through a lease and use agreement by the Vol. Co. Council on Aging Monday through Friday 8am - 5pm for programs. Rentals are not applicable during this time period. Evening and weekend programs/rentals will be coordinated by the Leisure Services Dept. Refer to Facility Rentals section for facility reservations.		
SENIOR CENTER FACILITY RENTALS		
Due to lease and use agreement with Volusia Co. Council on Aging, rentals only occur after 5pm weekdays and on weekends.	F/Y 20/21	F/Y 21/22
Utilities are \$24 per day	\$23 - \$44	
Senior Center Ballroom - Monthly:		
Security Deposit	\$100	\$100
Monday thru Thursday		
½ Room	\$207	\$213
With Kitchen Use	\$257	\$265
Whole Room	\$357	\$368
With Kitchen Use	\$413	\$425
Friday thru Sunday		
½ Room	\$257	\$265
With Kitchen Use	\$307	\$316
Whole Room	\$406	\$418

With Kitchen Use	\$463	\$477
Ballroom – One Time Use:		
Security Deposit	\$100	\$100
½ Room	\$72	\$74
With Kitchen Use	\$121	\$125
Whole Room	\$156	\$161
With Kitchen Use	\$207	\$213
Congregate Dining Room - Monthly:		
Security Deposit	\$50	\$50
Monday thru Thursday	\$207	\$213
Friday thru Sunday	\$257	\$265
SENIOR CENTER FACILITY RENTALS continued		
	<i>F/Y 20/21</i>	<i>F/Y 21/22</i>
Congregate Dining Room - One Time Use:		
Security Deposit	\$50	\$50
Monday thru Thursday	\$72	\$74
Friday thru Sunday	\$107	\$110
Conference Room per hour	\$30	\$31
Security Deposit	\$50	\$50
Art Room per hour	\$50	\$52
Security Deposit	\$50	\$50
Card Room		
Security Deposit	\$50	\$50
Monday thru Thursday	\$30	\$31
Friday thru Sunday	\$36	\$37
Poker Room		
Security Deposit	\$50	\$50
Monday thru Thursday	\$29	\$30
Friday thru Sunday	\$36	\$37
NOTE: Monthly rates apply when room is reserved on a continuous basis; not to exceed once weekly or four times per month. Rental period is not to exceed six (6) hours. Ballroom, Congregate Dining Room, Conference Room, and Art Room use is based on rental period occurring during normally scheduled work hours for staff. If occurrence is other than normal work hours, fees in addition to those listed will be billed at current man hour rates per hour including overtime if applicable. Extraordinary setups or equipment are subject to additional charges.		
SENIOR CENTER CLUBS		
Rates as shown - non-profit discount does not apply	<i>F/Y 20/21</i>	<i>F/Y 21/22</i>
Shuffleboard Club Rental	\$100 yr	\$100 yr
Tomoka Duplicate Bridge (Saturdays)	30% of draw	30% of draw
1 hour set up	plus \$10/hr	plus \$10/hr
4 hours play	for set up &	for set up &
1 hour tear down	tear down	tear down
Granada Squares (Tues. nights 3.5 hours)	\$50/wk	\$50/wk
Sports Association Meetings	\$10/hr	\$10/hr
Homeowners Assoc. Meetings	\$10/hr	\$10/hr

Umpire meetings	\$10/hr	\$10/hr
Ballroom social dance (Sundays)	\$50	\$50
City advisory boards	No charge	No charge
SHUFFLEBOARD BUILDING RENTAL at Ormond Beach Sports Complex		
	F/Y 20/21	F/Y 21/22
Rental Up to 4 hours	\$224	\$231
Rental Up to 8 hours	\$447	\$460
SOUTH ORMOND NEIGHBORHOOD CENTER		
CENTER ACTIVITY CARDS	F/Y 20/21	F/Y 21/22
Residents - FREE		
Nonresidents		
Single - Per person per year	\$64	\$66
Family - Per family per year	\$158	\$163
Sr. Citizen - Per person per year	\$43	\$44
DAILY PASS		
Nonresidents pay per pass Not increased annually	\$4	\$4
CLASSES/PROGRAMS:		
SUMMER PLAYGROUND PROGRAM		
South Ormond Neighborhood Center		
"Summer Connection Day Camp"		
"Summer Connection Day Camp" is split into 2 – 4 week sessions (Session A & Session B). Registration may be for either Session A or B, or both sessions.		
Contingent on school schedule, additional weekly sessions may be offered at additional cost.		
Session A - 4 weeks Resident	\$245	\$252
Session A - 4 weeks Resident - Scholarship Rate	\$22	\$23
Session B - 4 weeks Resident	\$245	\$252
Session B - 4 weeks Resident - Scholarship Rate	\$22	\$23
Session A - Pay Weekly Resident	\$74	\$76
Session A - Pay Weekly Resident - Scholarship Rate	\$7	\$7
Session B - Pay Weekly Resident	\$74	\$76
Session B - Pay Weekly Resident - Scholarship Rate	\$7	\$7
SOUTH ORMOND NEIGHBORHOOD CENTER - RENTALS		
PAVILIONS, ROOMS, GYMNASIUM, SONC SPLASH PAD		
PICNIC SHELTERS RENTAL If electricity is available, it will be charged at the rate of \$39	F/Y 20/21	F/Y 21/22
Rental Up to four hours Resident	\$78	\$80
City Co-Sponsored Groups from Ormond Beach - Permit Required		
MEETING ROOM, ACTIVITY ROOM RENTAL		
Utilities are \$24 per day	\$23 - \$44	
Refundable Deposit	\$75	\$75
City Co-Sponsored Groups from Ormond Beach - Permit Required	\$43	\$44
Ormond Beach Nonprofit Groups (continuous meetings) Once weekly or four times per month	\$107	\$110
Ormond Beach Nonprofit Groups (One time use) (Two-hour limit)	\$57	\$59
Nonresident Group (continuous meetings) - per month Once weekly or four times per month	\$164	\$169
Nonresident Group (One time use) (Two-hour limit)	\$100	\$103
Ormond Beach Business or Resident Group (continuous meetings) - per month, Once weekly or four times per month	\$115	\$118

Ormond Beach Business or Resident Group(One time use) (Two-hour limit)	\$64	\$66
Additional Chairs & Tables, Set up - Per Meeting	\$30	\$31
GYMNASIUM RENTAL		
Refundable Deposit	\$75	\$75
<i>Practice/Games/Meetings/Special Events:</i>		
City Co-Sponsored Groups from Ormond Beach - Permit Required	\$43	\$44
<i>1/2 Gym Rental (using divider curtain), per two-hour increments:</i>		
Ormond Beach Business Groups/Residents - per 2 hour increments	\$107	\$110
Non-City Groups - per two-hour increments	\$164	\$169
Ormond Beach Non-profit Groups w/permit (special events - up to 8 hrs)	\$214	\$220
<i>Full Gym Rental, per two hour increments:</i>		
Ormond Beach Business Groups/Residents - per two-hour increments	\$214	\$220
Non-City Groups - per 2 hour increments	\$328	\$338
Ormond Beach Non-profit Groups w/permit (special events - up to eight hours)	\$427	\$440
NOTE: Facility use at Nova and South Ormond Centers is based on the use of said facility occurring during normally scheduled work hours for staff. If occurrence is other than normal work hours, fees in addition to those listed will be billed per man hour	\$43	\$44
SPLASH PAD RENTAL (So. Ormond Neighborhood Center only)		
Rental - Reservations available only between 8am - 10am (Two-hour minimum) Resident Per Hour	\$72	\$74
Pavilion Rental in Addition to Splash Pad Rental ADD Per Rental Resident	\$76	\$80
Note: Splash pad is limited to only 36 children at any given time.		
SPECIAL POPULATIONS		
	<i>F/Y 20/21</i>	<i>F/Y 21/22</i>
Camp T. Rec—partnership (residents are from Port Orange, Daytona Beach or Ormond Beach.		
Resident	\$268	\$276
Camp T. Rec door-to-door transportation--partnership		
Resident	tba	tba
Camp T. Rec Field Trips	included	included
Challenger Sports of All Sorts; Challenger Baseball, Basketball & Soccer, Etc.		
Resident	\$30	\$31
Teacher Duty Day Camps/Holiday Day Camps - Per Day		
Resident	\$23	\$24
Seasonal Parties, Dinners and Dances		
Resident	\$3 - \$6	\$4 - \$7
Nonresident	\$5 - \$9	\$6 - \$10
Shining S.T.A.R.S. Pageant & Fashion Show Theater Ticket	\$5 - \$10	\$6 - \$11
Exercise		
Resident	\$15	\$16
Arts, Crafts, Activity Programs		
Resident	\$23	\$24
Plus supply fee which varies per program	Varies	Varies
Support Groups	No Charge	No Charge
Special Events		

Partnering agencies will be charged a rental fee for facility usage based on departmental facility location	Varies	Varies
SPORTS		
	F/Y 20/21	F/Y 21/22
PARENT SPONSORED YOUTH SPORTS		
<i>Ormond Beach Youth Baseball/Softball Association; Ormond Beach Youth Soccer Club; Ormond Beach Youth Basketball Association; Ormond Beach Youth</i>		
DEPARTMENT-RUN YOUTH SPORTS		
<i>Youth Volleyball, Basketball Training League, Flag Football, Girls Basketball, Summer Sports Clinics and other youth sports.</i>		
Youth Volleyball Program Residents	\$40 - \$59	\$41 - \$61
Basketball: Training League Ages 6 & 7 Residents	\$57 - \$85	\$59 - \$87
Youth Flag Football League Ages 6 to 15 Residents	\$57 - \$85	\$59 - \$87
Girls Basketball Residents	\$67 - \$105	\$69 - \$108
Summer Sports Clinics Residents	\$57 - \$85	\$58 - \$87
DEPARTMENT-RUN ADULT SPORTS: <i>Adult Coed Softball, Adult Coed Volleyball, Men's Basketball League, Men's Softball, Men's Baseball and other adult sports. Fees include 10% facility fee. Nonresidents pay an additional 50%.</i>		
Adult Coed Softball Teams		
Cost per team, depending on number of team entries	\$451 - \$727	\$465 - \$748
Adult Coed Volleyball		
Cost per team	\$180 - \$309	\$185 - \$318
(or cost per individual)	\$32 - \$54	\$33 - \$56
Men's Basketball League		
Cost per team, depending on number of team entries	\$309 - \$618	\$318 - \$636
Men's Softball League		
Cost per team, depending on number of team entries	\$695 - \$927	\$716 - \$955
Men's Baseball League		
Cost per team, depending on number of team entries	\$1030-2060	\$1090-2122
SPORTS COMPLEX "FERRITTO FAMILY LIMITLESS PLAYGROUND" <i>If electricity is available it will be charged at the rate of \$39</i>		
Pavilion (i.e., social gatherings, picnics). Pavilion use is on first come, first served basis unless reserved.	F/Y 20/21	F/Y 21/22
Rental Up to 4 hours Resident	\$78	\$81
UNLISTED PARKS/PAVILIONS/PLAYGROUNDS/OPEN SPACES not shown elsewhere		
(i.e., social gatherings, picnics). Location upon approval of Leisure Services Director/appointee	F/Y 20/21	F/Y 21/22
Rental Up to 4 hours Resident	\$78	\$81
Mayor's Health & Fitness		\$35-\$70

Leisure Services Equipment Rental

EQUIPMENT RENTAL FEES		
Equipment	F/Y 20/21	F/Y 21/22
<u>Tables</u>		
60 inch Round Table	\$5	\$6
6 Foot Banquet Table	\$8	\$9
8 Foot Banquet Table	\$11	\$11
Tables (Inside use only)	\$1	\$1
<u>Linen</u>		
Table Cloth: 60" x 120"	\$8	\$9
Table Cloth Round: 120"	\$8	\$9
Table Cloth Round: 60"	\$8	\$9
Table Skirting Linen	\$11	\$12
<u>Chairs</u>		
Chairs	\$1	\$2
<u>Audio / Visual</u>		
Hand-held Microphone Each	\$38	\$39
Lavaliere Microphone, Each	\$38	\$39
Floor Monitor Speakers, Each	\$38	\$39
Piano	\$44	\$45
Color Gels	\$9	\$10
Strobe Light, Daily Rental	\$67	\$69
Strobe Light, Weekend Rental	\$110	\$113
Mirror Ball	\$38	\$39
Podium	\$35	\$36
Podium with Microphone & Mic Stand	\$44	\$45
Public	\$52	\$54
50 Foot XLR Cable	\$3	\$4
Speaker Cables	\$3	\$4
Wireless Microphone or Regular w/ Stand	\$7	\$8
Amplifier	\$38	\$39
Speaker & Stands	\$38	\$39
Wiring	\$38	\$39
Movie Screen	\$38	\$39
30 x 30' Movie Screen	\$146	\$150
20' Double-sided Movie Screen	\$110	\$113
Projection Equipment	\$38	\$39

<u>Staging & Tents</u>		
Technical staff fee per hour	\$29	\$30
Portable Stage Sections	\$427	\$440
19 x 36 Hanging Backdrop, Each	\$72	\$74
<u>Miscellaneous</u>		
Cooler	\$3	\$4
Easel, Flipchart, & Markers	\$7	\$8
Motor Coach Electrical Hookup- Per Day	\$50	\$52
Extension Cords	\$3	\$4
Power Strip	\$3	\$4
<u>Service Fees</u>		
Labor Per Hour Set up/Take down - overtime = 1-1/2 x rate	\$29	\$31
Damage Deposit (Variable Rate)	\$25 - \$500	\$25 - \$500



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Brian Rademacher, Economic Development Director

Date: October 18, 2022

Subject: FDOT Grant - Airport Directory Signs

Commission Goal: N/A

Introduction

This is a Resolution to authorize the execution of a Public Transportation Grant Agreement between the City of Ormond Beach and the Florida Department of Transportation (FDOT) to help fund a project to construct and install new directory signage at the Ormond Beach Municipal Airport.

Background

The City submitted to the FDOT a grant request in August of this year to request state participation in this project under FDOT's Aviation Economic Development Program 99. Design work for this project has been completed and multiple, competitive quotes have been received and reviewed. The grant request from FDOT is based upon the most competitive quote received for the project, which was provided by Don Bell Signs of Port Orange.

Discussion

This project will construct and install new directory and wayfinding signage to assist the flying and general public with identifying and accessing aeronautical and other services at the airport. Currently, almost no signage of this type exists at the airport.

Citizen Impact

This project pertains specifically to current and planned airport operations, and will have no impact upon the City's general population.

Budget Impact

The total cost of this project is \$17,534. The grant agreement presented for approval

herein will fund 50% of the cost of this project in the amount of \$8,767. The total cost to the Airport Fund will also be \$8,767. A budget amendment will likely be required because issuance of the grant agreement by FDOT has been delayed by the state for several years beyond the date of the initial application for funding.

Recommendation

Staff recommends that the City Commission authorize execution of the grant agreement between the City and the FDOT to provide funding for the directory signage project at the airport.

Attachments:

- 22-143 FDOT Grant, Airport Signage (P22-0167G) (PDF)
- FDOT Grant Agreement (PDF)
- Airport Signage Design Plans (PDF)
- Airport Signage Quote (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/7/2022


Claire Whitley, Assistant City Manager 10/11/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/12/2022

RESOLUTION NO. 2022-143

A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND INSTALLATION OF DIRECTORY SIGNAGE AT THE ORMOND BEACH MUNICIPAL AIRPORT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to enter into a Public Transportation Grant Agreement with the Florida Department of Transportation ("FDOT") for the construction and installation of new directory signage at the Ormond Beach Municipal Airport ("the Project"), and

WHEREAS, the total cost of the Project is \$17,534, and

WHEREAS, the FDOT will provide grant funds in the amount of \$8,767, representing fifty percent (50%) of the project cost, and

WHEREAS, the City Manager has certified that funds in the amount of \$8,767, representing the remaining fifty percent (50%) of the total Project cost, will be appropriated to the credit of the Airport Fund (108) through a budget amendment, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Public Transportation Grant Agreement between the City of Ormond Beach and FDOT for the construction and installation of new directory signage at the Ormond Beach Municipal Airport.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 18th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence) 451448-1-94-01	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A	DDR N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55052000531 Vendor Number: VF596000398020
Contract Number:	Federal Award Date:	N/A	
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Ormond Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Airport Wayfinding Signage at Ormond Beach Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- ☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- ☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2024. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

7.P.b

9. Project Cost:

- a. The estimated total cost of the Project is \$17,534. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$8,767 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
 - b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

**PUBLIC TRANSPORTATION
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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**PUBLIC TRANSPORTATION
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- f. Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Ormond Beach

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

ATTEST:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review:

By: _____

Name: _____

Daniel L. McDermott

Title: _____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Construct and install new directory and wayfinding signage to assist the flying public with identifying and accessing aeronautical services at the airport.

B. Project Location (limits, city, county, map): Ormond Beach Municipal Airport/Ormond Beach, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to planning, programming, consultant and design fees, survey, permitting, construction inspection and administrative support services, mobilization and demobilization, maintenance of traffic, signage, light poles, lighting and communications systems (conduits, fixtures, etc.), including all materials, equipment, labor, and incidentals, needed to install new roadway signage that provide wayfinding along the landside areas of the airport for tenants and visitors. Scope should include an inventory and condition assessment for the existing lighting and signage systems. Sign details are described in the design sketches by Don Bell Signs, LLC dated February 26, 2018. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded into Jacip.

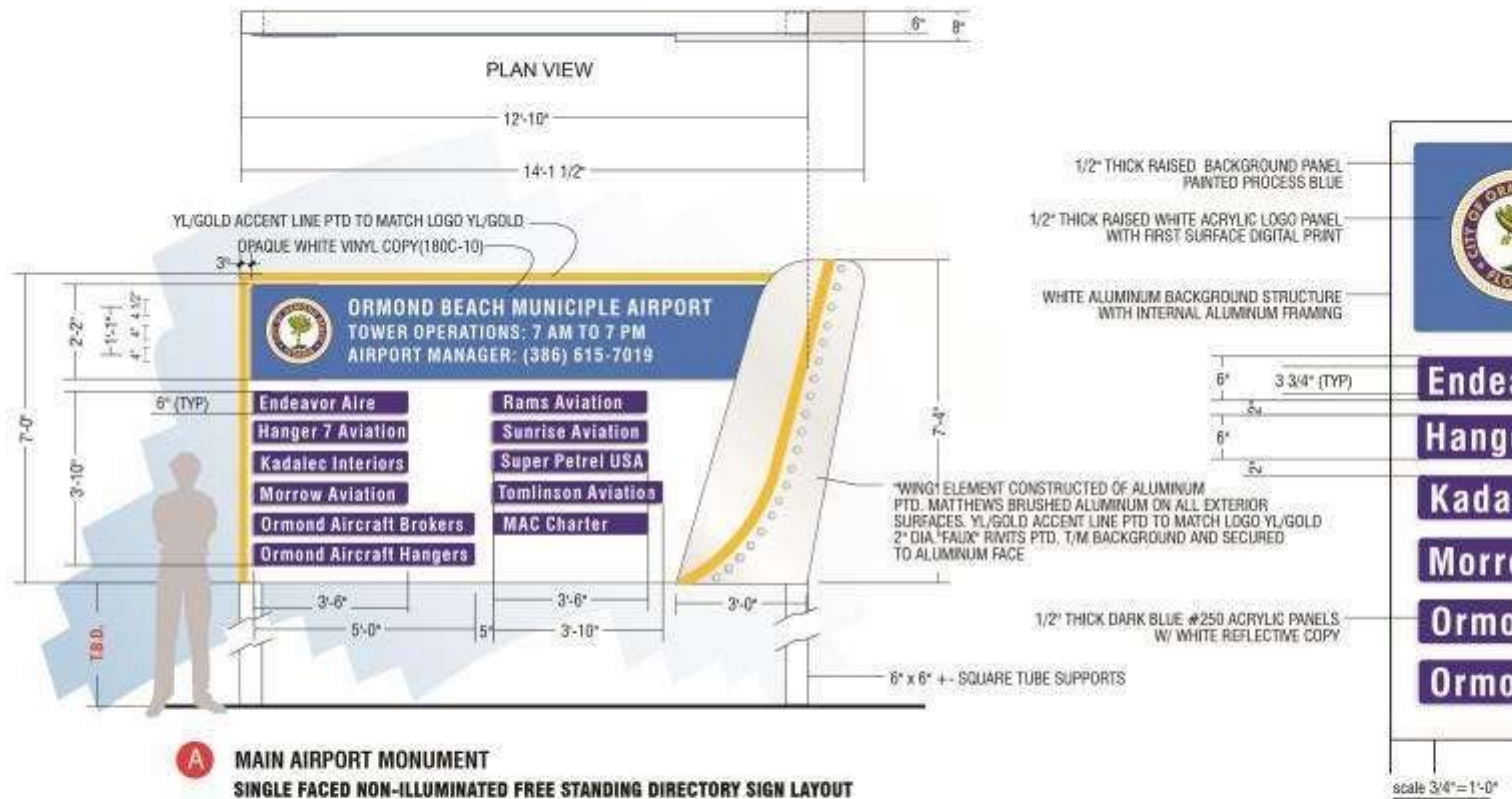
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored material

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

NOTE: PAINT ALL SIGN BACKS WHITE



A MAIN AIRPORT MONUMENT
SINGLE FACED NON-ILLUMINATED FREE STANDING DIRECTORY SIGN LAYOUT

ONE (1) REQ

scale 3/8" = 1'-0"

R1 - CHGED COLORS, ALL SIGNS

R3 - Changed Copy and Copy Size
Changed logo sizeR2 - Added Panel reading "MAC
Charter" - SHT 1 only.

R4 - Changed logo size to 18"

FONT USED: SWISS 721 Cn 8T Bd



DESIGN #: 1700654 R4

DATE: 02.26.18

DRAWN BY: SS

R1 02.01.18 SS

R2 03.28.18 MK

R3 03.30.18 MK

R4 04.03.18 MK

ACCOUNT #114359 ☐ 120 Volt
☒ 277 Volt

Sheet 1 of 3

Ormond Beach Municipal Airport

PROJECT: Ormond Beach, FL
 CLIENT: Jim Wetzel
 NOTES: As Noted
 DRAWN: Adobe Illustrator C58

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885 DUK PLACE
 FORT CHAUDRON, FL 32927
 TEL: 784-8284
 FAX: 824-0000

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
451448-1-94-01	DDR	088719	2023	751000	55.004	Aviation Grant Program	\$8,767.00
451448-1-94-01	LF	088719	2023	751000	55.004	Aviation Grant Program	\$8,767.00
Total Financial Assistance							\$17,534.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$8,767.00	\$8,767.00	\$0.00	\$17,534.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$8,767.00	\$8,767.00	\$0.00	\$17,534.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Allison McCuddy

Department Grant Manager Name



Signature

8/29/2022

Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Allison McCuddy (email: allison.mccuddy@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. 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 or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Allison McCuddy.
- e. 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 the Department 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 the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. 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.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department 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 Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department 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.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "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, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant 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 the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

- 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
- 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
- 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** \$8,767

*The award amount may change with amendments

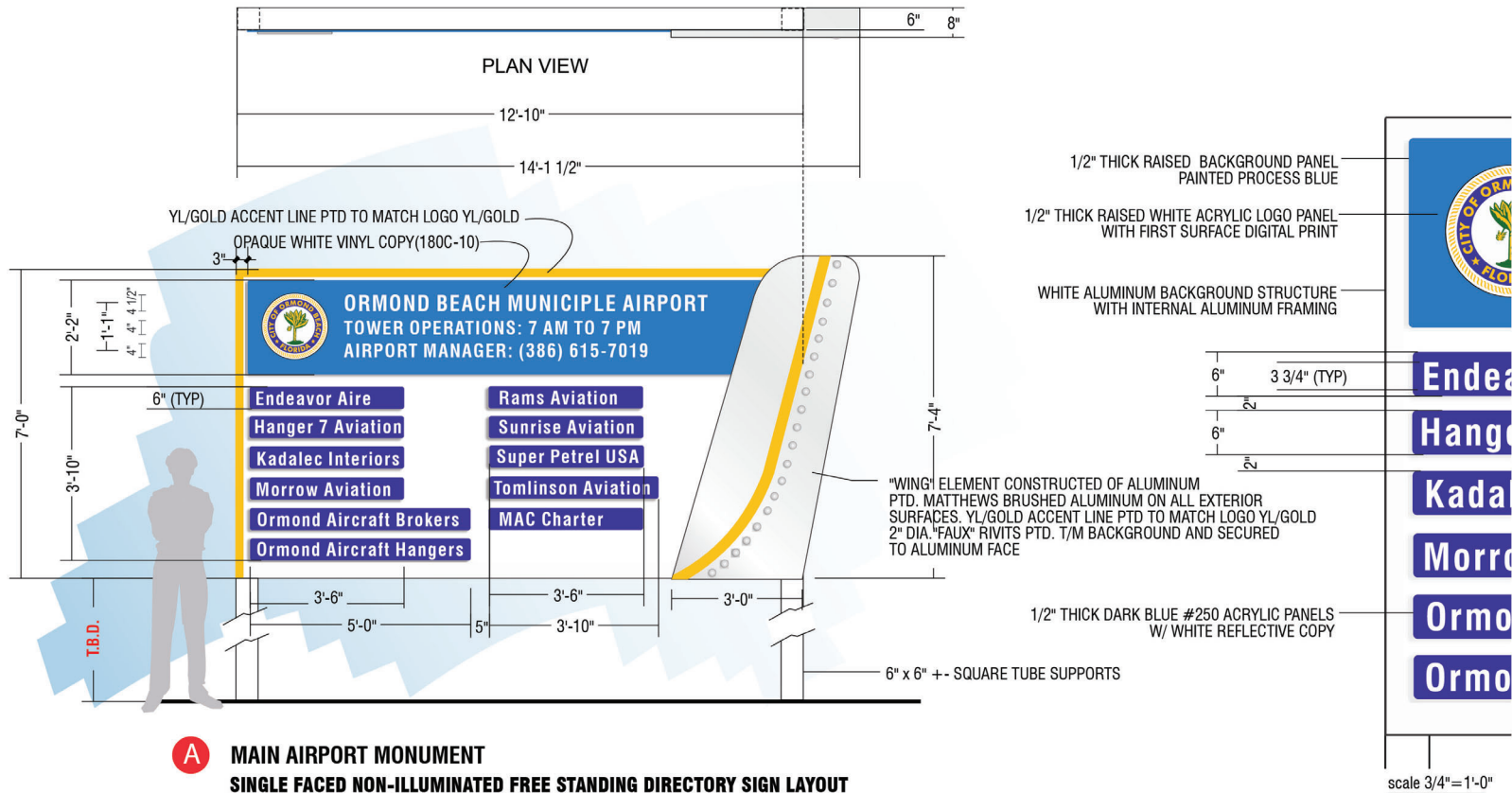
Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

NOTE: PAINT ALL SIGN BACKS WHITE



A

MAIN AIRPORT MONUMENT SINGLE FACED NON-ILLUMINATED FREE STANDING DIRECTORY SIGN LAYOUT

ONE (1) REQ

scale 3/8" = 1'-0"

R1 - CHGED COLORS, ALL SIGNS

R3 - Changed Copy and Copy Size
Changed logo sizeR2 - Added Panel reading "MAC
Charter" - SHT 1 only.

R4 - Changed logo size to 18"

FONT USED: SWISS 721 Cn BT Bd



DESIGN #: 1700654 R4

DATE: 02.26.18

DRAWN BY: SS

R1 02.01.18 SS

R2 03.28.18 MK

R3 03.30.18 MK

R4 04.03.18 MK

ACCOUNT #115459 ☐ 120 Volt
☒ 277 Volt

Sheet 1 of 3

Ormond Beach Municipal Airport

STREET

CITY Ormond Beach STATE FL

SALES REP. Jim Wetherell

SCALE As Noted

FILE NAME

PROGRAM Adobe Illustrator CS6

POINTS USED

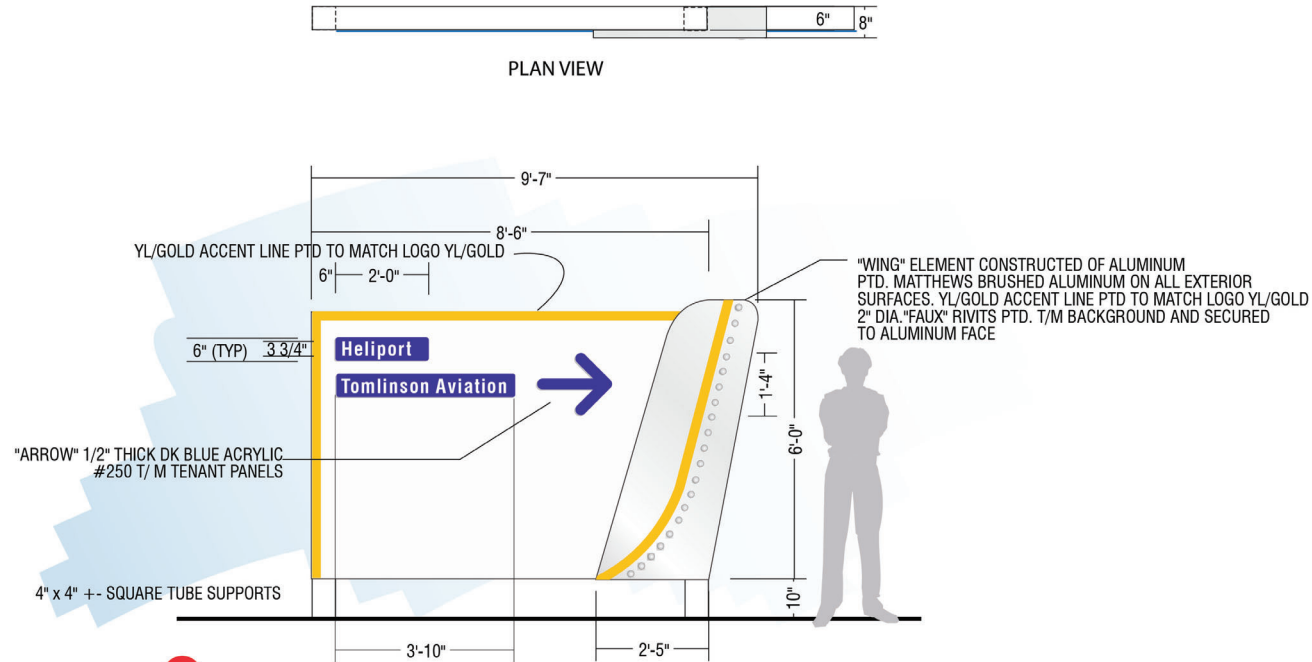
CUSTOMER'S APPROVAL DATE

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365 OAK PLACE
 PORT ORANGE, FL 32127
 386-788-8084
 800-824-0080

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B

DIRECTORY SIGN #1**SINGLE FACED NON-ILLUMINATED FREE STANDING DIRECTORY SIGN LAYOUT**

ONE (1) REQ

scale 3/8"=1'-0"

FONT USED: SWISS 721 Cn BT Bd



DESIGN #: 1700654 R4

DATE: 02.26.18

DRAWN BY: SS

R1 02.01.18 SS

R2 03.28.18 MK

R3 03.30.18 MK

R4 04.03.18 MK

ACCOUNT #115459 ☐ 120 Volt

us ☐ 277 Volt

Sheet 2 of 3ACCOUNT
Ormond Beach Municipal Airport

STREET

CITY Ormond Beach STATE FL

SALES REP. Jim Wetherell

SCALE As Noted

FILE NAME

PROGRAM Adobe Illustrator CS6

POINTS USED

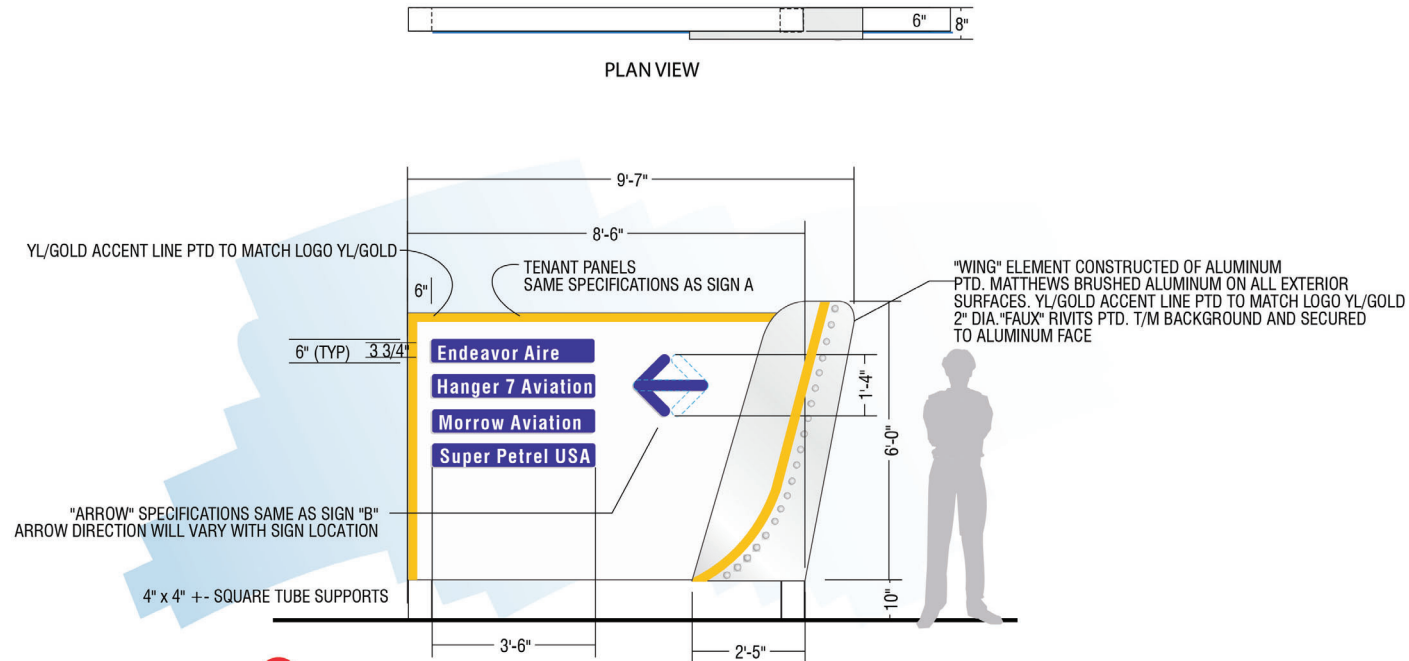
CUSTOMER APPROVAL DATE

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365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-524-0080

NOTE: PAINT ALL SIGN BACKS WHITE

**DIRECTORY SIGN #2****SINGLE FACED NON-ILLUMINATED FREE STANDING DIRECTIONAL SIGN LAYOUT**

TWO (2) REQ

scale 3/8"=1'-0"

FONT USED: SWISS 721 Cn BT Bd



DESIGN #: 1700654 R4

DATE: 02.26.18

DRAWN BY: SS

R1 02.01.18 SS

R2 03.28.18 MK

R3 03.30.18 MK

R4 04.03.18 MK

ACCOUNT #115459 ☐ 120 Volt

us ☐ 277 Volt

Sheet 3 of 3ACCOUNT
Ormond Beach Municipal Airport

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365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080



5/03/2021

City of Ormond Beach
Airport Wayfinding Signs

RE: New Airport Wayfinding Signs 1700654R4

Ms. Culliver:

Thank you for allowing Don Bell the opportunity to look at the new Airport Wayfinding Signs.

Please see the scope and quote below:

Don Bell signs to fabricate, deliver, and install four (4) New Ormond Beach Airport Directory signs per design 1700654 R4 dated 4/03/18.

Total Price Including signed and sealed engineered drawings: \$17,534.00

Thank You,

Jim Wetherell
Account Executive
365 Oak Place
Port Orange, FL 32127
jimw@donbellsigns.com



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: October 18, 2022

Subject: ProjectDox Software FY 2022-2023 Renewal

Commission Goal: Community Development - Other

Introduction

This is a disposition item regarding the renewal of ProjectDox, the city's electronic permit review system, through the Avolve Software Corporation, in the amount of \$96,000, for Fiscal Year (FY) 2022-2023.

Background

Via Resolution No. 2014-150, the City Commission accepted the proposal of Avolve Software Corporation for enterprise resource system electronic plan review software, implementation, and maintenance services. The contract includes the ability for the city to extend the contract on a year by year basis. The city's permitting infrastructure has two components. The first component is NaviLine, which contains the permitting functions such as property addresses, permits, payments, and inspections. The second component is the ProjectDox system that provides for the plan review. Each component is needed to process building permits and site plans.

Discussion

The conversion to ProjectDox occurred in 2015 and has allowed a paperless permitting system that can be submitted at any time and at any location. The ProjectDox system can be accessed through any internet connection for homeowners, contractors, design professionals, and city staff. For small individual permits for homeowners who are not typical users, the Building Department staff have uploaded any documents needed for these operations. There is also a kiosk in the Planning Department that can be used for submittals or for anyone needing assistance with the ProjectDox system. The purpose of this item is to continue utilizing the Avolve Software Corporation under the renewal provisions of the 2014 contract.

Budget Impact

The proposed renewal was included as part of the FY 2022-2023 budget in the debt service fund. The contract amount is remaining the same as FY 2021-2022.

Citizen Impact

The review, plan review, issuance, and inspections of building permits and site plans is the core function of the Planning Department. Electronic permitting review has provided better access to permits for homeowners, contractors, design professionals, and city staff. In addition, permits can be tracked to detail where they are in the process and the time for each action. The ProjectDox system allows the effective and efficient processing of building permits and site plans.

Recommendation

The annual renewal of ProjectDox, the city's electronic permit review system, was included in the FY 2022-23 budget in the amount of \$96,000. City staff intends to move forward with the execution and payment of the annual renew agreement for FY 2022-23 with Avolve Software Corporation, unless otherwise directed by the City Commission.

Attachments:

- 7271 City of Ormond Beach FL SaaS 093022 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/7/2022


Claire Whitley, Assistant City Manager 10/11/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/12/2022

Avolve Software Corp

4835 E. Cactus Rd Ste 420
Scottsdale, AZ 85254
USA

Voice: 602-714-9774
Fax: 602-923-3544

7.Q.a**INVOICE**

Invoice Number: 7271
Invoice Date: Sep 30, 2022
Page: 1

Bill To:

Ormond Beach, FL
22 South Beach Street
St 102
Ormond Beach, FL 32174

Ship to:

Ormond Beach
22 South Beach Street
St 102
Ormond Beach, FL 32174

Customer ID	Customer PO	Payment Terms	
OB001	Steven Spracker	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
BRIMAMY	None		10/30/22

Quantity	Item	Description	Unit Price	Amount
12.00	SAAS.PDOX-P.E	Production Enviroment Entry Level Capacity ProjectDox SaaS License Term 10/29/2022 - 10/28/2023	8,000.00	96,000.00

Banking Information:
Webster Bank
436 Slater Road, New Britain, CT 06053
Acct #24168270
Routing #211170101
SWIFT: WENAUS31

Subtotal	96,000.00
Sales Tax (GST / HST)	
Total Invoice Amount	96,000.00
Payment/Credit Applied	
TOTAL	96,000.00

GST / HST #717452882
EIN #26-4081788



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Joyce A. Shanahan, City Manager

Date: October 18, 2022

Subject: City Manager Status Report, October 2022

Commission Goal: Governance - Other

Introduction

This item provides the City Commission monthly information regarding City activities.

Background

In order to keep the City Commission informed on a variety of issues in a comprehensive and timely manner, staff provides this report regarding the status of citywide activities. The purpose of the report is to highlight general information in the various areas of business such as financial, economic development, capital projects, planning and building activities.

Discussion

Reports

Please see the following reports attached to this memo:

1. Building Permit Activity September 2022
2. Capital Improvements Program (CIP) Status Report September 2022
3. Planning Memorandum October 4, 2022
4. Development Activity Report September 2022
5. Financial Status Report August 2022
6. Economic Development Report September 2022

CIP Projects

Facility Hardening

- This is a FEMA Hazard Mitigation Grant. The contractor has completed work on City Hall and has begun work at Fleet and Public Works

South Washington Sidewalk Improvements

- The sidewalk improvements are being funded through a Community Development Block Grant (CDBG). The work has commenced and the contractor is working north from Division Avenue and is currently in the area of South Washington Street and Live Oak Avenue.

Fleming Playground

- This project is complete. The playground made it through Hurricane Ian undamaged and is open to the public.

Wilmette Stormwater Pump Station

- The contractor is working on final checklist items. The station was very effective for stormwater management during Hurricane Ian.

Workshops Held

<u>Date</u>	<u>Topic</u>
January 4, 2022	Shade Meeting - Collective Bargaining Discussion
February 15, 2022	Cassen Park
March 22, 2022	Parks & Recreation Master Plan Update - Final Draft
April 19, 2022	Shade Meeting
May 10, 2022	OB Life - Airport Focus
May 17, 2022	Reclaimed Water
June 7, 2022	Capital Improvements Program and Draft Budget
July 19, 2022	Operating Budget
August 3, 2022	Shade Meeting - Collective Bargaining Discussion

Recommendation

This report is for informational purposes and acceptance is recommended. Any additional information or clarification will be provided upon request, and staff will plan to proceed as directed.

Attachments:

- 09.30.2022, Building information (PDF)
- CIP Monthly Detail Report (PDF)
- 10.04.22 Planning Memorandum (PDF)
- 10.01.2022 MDR (PDF)
- August 2022 Financial Status Report (PDF)
- EconDev Monthly Report September2022 (PDF)

REVIEWED BY:

APPROVED BY:

Monthly Building Permit Summary

September 1 to September 30, 2022 versus September 1 to September 30, 2021 and year to date:

Total Building Permits Issued, including	9/1 to 9/31 2022	9/1 to 9/31 2021	FY2021-22 year to date (9/31/22)	FY2020-21 year to date 9/31/21
Business Fire Inspection	8	2	57	69
Business Tax Receipt	7	14	91	114
Clearing, Tree Removal, Vegetation	21	13	243	268
Commercial Alterations	1	3	54	56
Commercial Buildings	0	0	5	3
Commercial Re-roof	1	6	25	44
Demolition	0	3	30	24
Dock	3	2	28	25
Door	19	26	265	310
Electrical (residential & commercial)	25	23	300	278
Fire Protection Systems	2	1	35	44
Garage or Carport	0	5	37	40
Garage sale	44	118	658	529
Gas	4	10	60	82
Generator	13	9	62	71
LDC (Driveways/Fences)	43	42	626	579
Mechanical (residential & commercial)	68	85	998	1062
Mobile home set-up	2	1	27	38
Multi-Family Homes	4	0	72	0
Other categories (all other permits not listed)	9	28	266	413
Plumbing (residential & commercial)	18	8	167	121
Residential Remodel/Additions	4	9	116	113
Residential re-roof	93	107	1366	1175
Screen room/hard roof	1	2	25	47
Screen enclosure only	4	12	60	60
Shed	0	1	9	37
Signs	18	11	148	124
Single Family Homes	1	19	69	142
Solar	5	9	133	94
Special Events	5	9	88	47
Swimming pool	9	7	100	106
Utility connection only	10	14	105	89
Windows	29	46	559	522
Total permits	471	645	6,884	6,726
Total Valuation	\$6,495,319	\$21,125,330	\$173,300,788	\$165,671,663
Total fees	\$41,927	\$64,131	\$906,874	\$736,061

CAPITAL IMPROVEMENT STATUS - as of October 1, 2022

Project	Status	Project Manager	Engineer/ Architect	Contractor	CIP Budget	Const Contract \$	Design Start	Bid Award	Const NTP	% Complete
Construction										
CDBG Fleming Playground	Project is complete.	Cara Culliver	In-House	PlayPower LT Farmington, Inc.	\$ 129,803	\$ 128,850		8/17/21	4/27/22	100%
Facility Hardening	Construction at Fleet is underway. A meeting is being scheduled to discuss issues and completion at City Hall.	Cole Buck	DJDesign	Paul Culver Construction	\$ 1,000,000	\$ 999,000		1/4/22	6/8/22	73%
SONC Gym	Electrical components and landscaping have been installed. A/C system installation is in process.	Cole Buck	Zev Cohen	Saboungi Construction	\$ 1,100,000	\$ 1,079,880		8/4/21	1/3/22	85%
2022 Storm & Sewer Lining	Sewer manholes, and sewer and stormwater lining is complete. Contract quantities allow for the possible inclusion of additional lining work.	Alex Schumann	In-House	Ric-Man Construction	\$ 800,000	\$ 754,762		3/22/22	6/13/22	90%
Wilmette Stormwater Pump Station	Controls are being integrated with the City's SCADA system. Final inspection scheduled for October 5.	George Lavatelli	McKim/Creed	JD Weber Construction	\$ 550,000	\$ 512,153		2/16/21	11/1/21	98%
Airport Taxiway B Reconstruction, Taxiway D Rehabilitation	New pavement, electrical work and temporary striping on Taxiway B & western segment of Taxiway D is complete. Base course installation for Taxiway D eastern segment & intersection with Taxiway A is in process.	Steven Lichliter	Hoyle Tanner	Halifax Paving	\$ 2,383,000	\$ 2,230,763		11/16/21	5/23/22	75%
PD Access Control Replacement	Gates are scheduled to be connected to the new access control system early October.	George Lavatelli	In-House	Empire Computing	\$ 268,000	\$ 192,451		4/19/22	5/23/22	82%
PD HVAC Upgrades	Shop drawings have been prepared and are under review.	George Lavatelli	In-House	General Mechanical Corporation	\$ 225,000	\$ 598,596		7/19/22		0%
CDBG South Washington Sidewalk Improvements	Construction of the sidewalk is underway, and is complete from Division Avenue to Central Avenue.	Cara Culliver	In-House	Sanderson Concrete Construction	\$ 114,611 *CDBG grant award \$151,165	\$ 117,623		7/19/22	9/6/22	45%
WRF Clarifier Improvements	A pre-construction meeting was held and Notice to Proceed issued for October 3.	Mike Stephenson	Mead Hunt	SGS Contracting Services	\$ 550,000	\$ 546,700		8/16/22	10/3/22	0%

Project	Status	Project Manager	Engineer/ Architect	Contractor	CIP Budget	Const Contract \$	Design Start	Bid Award	Const NTP	% Complete
Bidding										
2022 Roadway Resurfacing	Bid award is scheduled for the October 5 City Commission meeting.	Cole Buck	In-House		\$ 750,000					
Downtown: Sidewalk Renovations	Bid award will be scheduled for a future City Commission meeting.	Cara Culliver	In-House		\$ 2,000,000					
WTP Aeration, Clearwell & Splitter Box	Approval to bid will be scheduled for a future City Commission meeting.	Mike Stephenson	McKim/Creed		\$ 2,220,000					
Design										
Cassen Park Improvements	Approval of a Work Authorization for design services will be scheduled for a future City Commission meeting..	Alex Schumann	Zev Cohen							
Doug Thomas Way Extension	Design in process	Alex Schumann	Upham		\$ 90,000		6/21			80%
Leeway Storage Tank & Pump Station Rehab	Design is complete, bid documents are being prepared.	George Lavatelli	Mead Hunt				3/22			92%
WM Replacement Ph 4-Mainland	Design is complete, project construction moved to FY 23/24	Cole Buck	Zev Cohen		\$ 250,000		4/21			100%
WM Replacement Ph 4-Peninsula	Design is complete, project construction moved to FY 23/24	George Lavatelli	McKim/Creed		\$ 250,000		4/21			100%
WRF Upgrades	Design in process	Mike Stephenson	Mead Hunt		\$ 1,150,000		7/21			85%
Bailey Riverbridge Roof Replacement	Project plans and specifications are complete	George Lavatelli	In-House		\$ 45,000		9/22			100%

**CITY OF ORMOND BEACH
FLORIDA
PLANNING MEMORANDUM**

TO: City Commission
Joyce A. Shanahan, City Manager
Terri Hamsher, Executive Secretary
Randy Hayes, City Attorney
Claire Whitley, Assistant City Manager

Susan Dauderis, City Clerk
Steve Johnson, GIS
Taylor Lochert, City Clerk office
Cassidi Ritz, Paralegal
Cindy Pinizzotto, Senior Paralegal

FROM: Steven Spraker, AICP, Planning Director

DATE: October 04, 2022

SUBJECT: Agendas for Upcoming Meetings

Listed below are the preliminary agenda items for upcoming meetings. This list is to help prepare you in advance to meet advertising, notice and report writing deadlines. Please let me know at your earliest convenience if there are any problems with these items.

MTG. DATE	MTG.	TO LEGAL BY:	ITEM				
10/05	BOAA		Moved to Training Room 6:00 pm 463 Hammock Lane 630 South Beach Street				
10/05 Date change Wed.	CC		Consent agenda				
			Item	Letter	To NJ	NJ Ad run	Post
			Ormond MainStreet contract	NA	NA	NA	NA
			Police/Fire Impact fee work authorization	NA	NA	NA	NA
			2nd reading				
			Item	Letter	To NJ	NJ Ad run	Post
			Volusia County Park parcels – land use	9/6	9/16	9/23	NA
			1405 North US Highway – Annexation	NA	9/21	9/28	NA
			10/11	BFAB		6:00 pm	
10/13	PB		Planning Board				
			Item	Letter	To NJ	NJ Ad run	Post
			350 Clyde Morris Blvd (Paradise Point) wall waiver	9/26 (9/29)	9/23	9/30	9/29
			R-4, R-5, R-6 Townhouse LDC Amendment	NA	9/23	9/30	NA
			Pool Screen Enclosure setbacks, LDC Amendment	NA	9/23	9/30	NA
			Variance expiration, LDC Amendment	NA	9/23	9/30	NA
			LDC Amendments – MSA (BW)	NA	9/23	9/30	NA

7.R.c

MTG. DATE	MTG.	TO LEGAL BY:	ITEM																																																																						
10/17	HLPB		4:00 pm																																																																						
10/18	CC		<table><tr><th colspan="5">Consent agenda</th></tr><tr><th>Item</th><th>Letter</th><th>To NJ</th><th>NJ Ad run</th><th>Post</th></tr><tr><td>364 Nottinghill, partial easement release</td><td>NA</td><td>NA</td><td>NA</td><td>NA</td></tr><tr><td>Florida Department of Environmental Protection Resilient Coastline Program Grant Agreement</td><td>NA</td><td>NA</td><td>NA</td><td>NA</td></tr><tr><td>Florida Resilient Grant Sub agreement with ECFRPC</td><td>NA</td><td>NA</td><td>NA</td><td>NA</td></tr><tr><td>Project Dox disposition item – renewal</td><td>NA</td><td>NA</td><td>NA</td><td>NA</td></tr></table> <table><tr><th colspan="5">1st reading</th></tr><tr><th>Item</th><th>Letter</th><th>To NJ</th><th>NJ Ad run</th><th>Post</th></tr><tr><td>Volusia County Park parcels – zoning</td><td>9/26 (10/4)</td><td>9/30</td><td>10/7</td><td>NA</td></tr><tr><td>Tattersall PRD</td><td>9/26 (10/4)</td><td>9/30</td><td>10/7</td><td>NA</td></tr><tr><td>North Interchange PBD</td><td>9/26 (10/4)</td><td>9/30</td><td>10/7</td><td>NA</td></tr><tr><td>Non-RidgeHaven parcels zoning amendments</td><td>9/20</td><td>9/30</td><td>10/7</td><td>NA</td></tr><tr><td>Coastal Element – Comp plan amendment</td><td>NA</td><td>9/30</td><td>10/7</td><td>NA</td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table>	Consent agenda					Item	Letter	To NJ	NJ Ad run	Post	364 Nottinghill, partial easement release	NA	NA	NA	NA	Florida Department of Environmental Protection Resilient Coastline Program Grant Agreement	NA	NA	NA	NA	Florida Resilient Grant Sub agreement with ECFRPC	NA	NA	NA	NA	Project Dox disposition item – renewal	NA	NA	NA	NA	1 st reading					Item	Letter	To NJ	NJ Ad run	Post	Volusia County Park parcels – zoning	9/26 (10/4)	9/30	10/7	NA	Tattersall PRD	9/26 (10/4)	9/30	10/7	NA	North Interchange PBD	9/26 (10/4)	9/30	10/7	NA	Non-RidgeHaven parcels zoning amendments	9/20	9/30	10/7	NA	Coastal Element – Comp plan amendment	NA	9/30	10/7	NA					
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11/15	CC		NO AGENDA ITEMS																																																																						
11/21	HLPB		4:00 pm																																																																						

7.R.c

MTG. DATE	MTG.	TO LEGAL BY:	ITEM				
12/6	CC		1 st reading				
			Item	Letter	To NJ	NJ Ad run	Post
			350 Clyde Morris Blvd (Paradise Point) wall waiver	11/22	11/16	11/23	NA
			R-4, R-5, R-6 Townhouse LDC Amendment	NA	NA	NA	NA
			Pool Screen Enclosure setbacks, LDC Amendment	NA	NA	NA	NA
			Variance expiration, LDC Amendment	NA	NA	NA	NA
12/07	BOAA		6:00 pm				
12/08	PB		Planning Board				
			Item	Letter	To NJ	NJ Ad run	Post
12/19	HLPB		4:00 pm				
12/20	CC		?? Usually canceled				

Planning related City Commission items to be advertised by City Clerk's office

October 18, 2022

#	Item	Ad to be sent	Type	Run Date
1.	Volusia County Park parcels – Zoning (1st reading)	9/30	Display Ad	10/7
2.	Tattersall PRD (1st reading)	9/30	Display Ad	10/7
3.	North Interchange PBD (1st reading)	9/30	Display Ad	10/7
4.	Non-RidgeHaven parcels zoning amendments (1st reading)	9/30	Display Ad	10/7
5.	Coastal Element – Comp plan amendment (1st reading)	9/30	Display Ad	10/7

November 1, 2022

#	Item	Ad to be sent	Type	Run Date
1.	Volusia County Park parcels – Zoning (2 nd reading)	10/14	Display Ad	10/21
2.	Tattersall PRD (2 nd reading)	10/14	Display Ad	10/21
3.	North Interchange PBD (2 nd reading)	10/14	Display Ad	10/21
4.	Non-RidgeHaven parcels zoning amendments (2 nd reading)	10/14	Display Ad	10/21

November 15, 2022

#	Item	Ad to be sent	Type	Run Date
1.	NO AGENDA ITEMS	None	None	None

#	Item	Ad to be sent	Type	Run Date
1.	350 Clyde Morris Blvd (Paradise Point) wall waiver	11/16	Legal	11/23

Planning projects

		Activity in last 14 days		Item completed
#	Project	Status		Staff Contact
Studies				
1.	FDEP Resiliency Grant	Grant awarded. Present to CC for acceptance. Scheduled for 10/18 CC meeting.		BW
2.	Impact Fee Update	1. Discussion item occurred on 9/7/22. 2. Work Authorization for Police/Fire Impact Fees on 10/05/22 3. Workshop/Discussion item with PB and CC in early 2023.		SSS/BW
3.	Stormwater (Engineering lead)	Draft under review.		DEA/BW
4.	Former Riverbend Golf Course (Economic Development lead)	Provided comments on scope of services to Economic Development Director. Approved on 10/5/21 City Commission agenda.		ED/SSS
5.	Water Supply Work Program	Required by the state. Due August 2023.		Utilities/SSS
Downtown				
6.	Sidewalk banding	Bid item to be submitted for 10/18/22 City Commission meeting.		Engineering
7.	Cabinet Wraps	Awaiting on artist agreements.		BW
8.	Cassen Park (Engineering lead - design)	Working on site redesign. City Commission workshop conducted on 2/15/22. RFP for design consultant issued. Bids received and under review.		Engineering
Development projects				
9.	Former Tomoka Golf course	Awaiting SPRC resubmittal. https://www.ormondbeach.org/1013/Tomoka-Reserve		SSS/SPRC
10.	Courtyards at Ormond Beach	Submitted for SPRC review.		SSS/SPRC
11.	251 South Atlantic Avenue, vacant lot	Neighborhood meeting held on 9/14/22. https://www.ormondbeach.org/1018/Ormond-Beach-Holdings-LLC		SSS/SPRC
#	Project	Status		Staff Contact
12.	Tymber Creek Apartments	300 Apartment units. Neighborhood meeting occurred. Awaiting SPRC resubmittal. https://www.ormondbeach.org/1015/Tymber-Creek-Apartments		SSS/SPRC

13.	North Interchange storage/warehouse	1. Approved by Planning Board (5-0) with some conditions. 2. Scheduled for 10/18/22 & 11/1/22 CC. 3. https://www.ormondbeach.org/1021/North-Interchange	SSS/SPRC
14.	RidgeHaven	ISBA – complete Annexation – completed 3/1/22 & 3/22/22 – CC Land Use – completed PRD – submitted. Awaiting SPRC submittal. https://www.ormondbeach.org/1019/RidgeHaven Site plan reviewed and comments issued. Neighborhood meeting completed on 7/26/22.	SSS/SPRC
15.	Riverbend school expansion	1. Neighborhood meeting completed on 7/25/22. 2. Approved at PB (08/11/22). 3. On CC for 9/21/22. 4. SPRC ready to approve site plan. https://www.ormondbeach.org/1022/Riverbend-School-Expansion	SSS/SPRC
16.	Tattersall at Tymber Creek	1. 129-unit subdivision and associated site improvements. 2. Neighborhood meeting on 8/23/22. 3. Planning Board approved 4-1 on 9/8/22. 4. Scheduled for 10/18/22 & 11/1/22 CC. https://www.ormondbeach.org/1024/Tattersall-at-Tymber-Creek	SSS/SPRC
17.	801 North U.S. Highway 1	1 st SPRC review. Special Exception to allow canoe and Kayak rentals. https://www.ormondbeach.org/1023/801-North-US-Highway-1-Special-Exception	RG/SPRC
18.	Ormond Central Self-Storage	Three story climate controlled self-storage facility that is a total of 106,140 square feet. Under SPRC review. Neighborhood meeting held on 9/13/22. https://www.ormondbeach.org/1025/Ormond-Central-Self-Storage	SSS/SPRC
Permitting software			
19.	Tyler/Energov Upgrade	Go live 10/1/23 (tentatively). Creation of processes. Conversion of existing permitting software. Next training date is 10/24-10/27	CB/LM/RG/SSS
Land Development Code/Zoning amendments			
20.	Non-RidgeHaven parcels	1. Zoning amendments for properties in 2nd ISBA amendment not owned by Ridgehaven. 2. Approved by Planning Board (5-0) on 9/8/22. 3. Scheduled for 10/18/22 & 11/1/22 CC.	BW
21.	Volusia County parkland	1. Amend land use and zoning to Special Environmental. 2. Approved by PB on 8/11/22. 3. Land use scheduled for 9/21/22 & 10/5/22 City Commission meetings.	SSS
22.	Business Tax Receipt process	Amend BTR process, create certificate of use.	RG
Land Development Code/Zoning amendments			
23.	Expiration of variance	Allow 1-year extension. Scheduled for 10/13/22 PB.	SSS
24.	Creation of I-2 zoning district	Would apply to existing Volusia County land area north of Hull Road.	SSS

25.	Townhomes	Review existing standards, consider B-7 and B-8 zoning districts. Scheduled for 10/13/22 PB.	SSS
26.	Pool screen enclosure setback	Review pool screen enclosure setbacks. Scheduled for 10/13/22 PB.	SC/SSS
Other jurisdictions			
27.	Daytona Beach western development	1. Avalon Park preliminary plat approved. 2. No submittal for Avalon Park final plat. 3. Meetings occurring between Avalon Park, Daytona Beach and Ormond Beach. All traffic study comments were provided to Lassiter Transportation Group. 4. OB Life participation.	SSS
#	Project	Status	Staff Contact
Miscellaneous			
28.	CRS 5-year Cycle Visit August 4, 2022	Floodplain requirement/audit to remain in CRS program. Met with CRS representatives. In 30 day review.	BW
29.	State law changes	Implement changes based upon recent legislation. Include HB1059 and condo maintenance for multi-story buildings.	SSS/TG
30.	MacDonald House renaming recommendation of HLPB	Discussion item prepared. No City Commission date determined.	BW
31.	Easements, Flagler County	Celadine and Iris	SSS
32.	Joint purchase of the Penland property – Volusia Forever	Joint purchase of a 19-acre parcel with St. Johns River Water Management District and Volusia County. Property would be under a conservation easement and would allow passive recreation for bike and walking trails. Discussion item occurred August 16, 2022. Joint Participation Agreement scheduled for 9/21/22 City Commission meeting.	SSS/BW
Plats			
33.	Ormond Gateway	Plat approved. No additional action to date.	SSS
34.	Plantation Oaks, Unit 1A (Tiger Oaks)	Preliminary plat approved. Project under construction. Final plat comments provided. Approved on 06/07/22 & 7/19/22 City Commission meetings.	SSS
35.	Cupola Preliminary Plat	City Commission review of Preliminary Plat on 1/18/22. Project under construction.	SSS/SPRC
Annexation			
36.	1405 North US Highway 1	5.26 parcel annexation, Scheduled for 9/21/22 and 10/05/22 City Commission meetings.	SSS

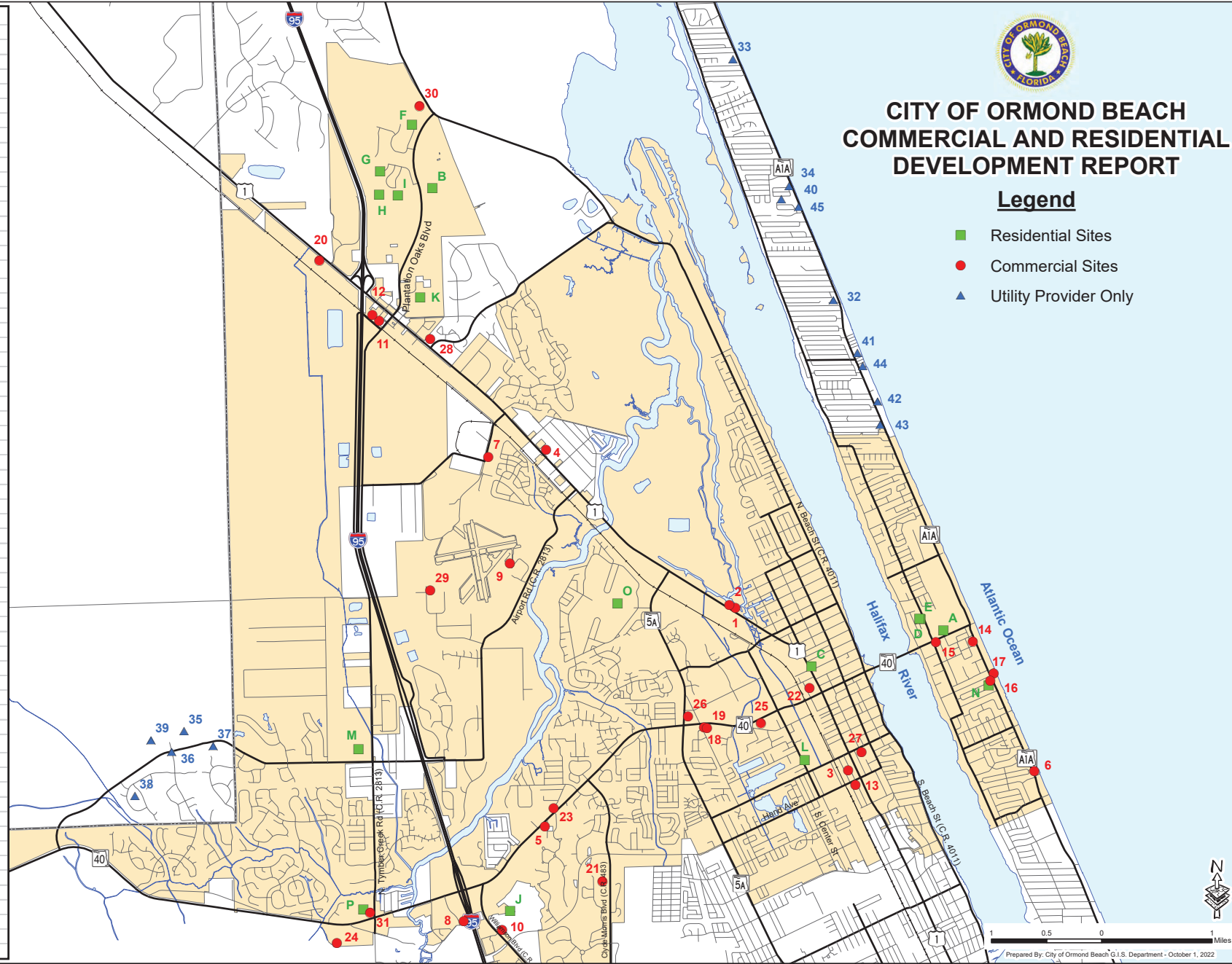


CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

Legend

- Residential Sites
- Commercial Sites
- ▲ Utility Provider Only

RESIDENTIAL PROJECTS	
A	121 East
B	Archers Mill - Phase 3A
C	Courtyards at Ormond
D	Cupola at Oceanside
E	Cupola at Oceanside - Final Plat
F	Plantation Oaks - 1A
G	Plantation Oaks - 2B
H	Plantation Oaks - 2C
I	Plantation Oaks - 2D
J	Regal Multifamily
K	Ridgehaven
L	Stanton Grove
M	Tattersall at Tymber Creek
N	Tides Edge
O	Tomoka Reserve
P	Tymber Creek Apartments
COMMERCIAL PROJECTS	
1	783 North US Hwy 1 - Campana
2	801 North US Hwy 1
3	Air One
4	Caldera Spas
5	Complete Cardiology Expansion
6	Georgian Inn Recreation
7	Hull Road RV and Boat Storage
8	Interchange Depot
9	KOMN Condominium Association INC
10	Love Whole Food Expansion
11	North Interchange Industrial Flex Space
12	North Interchange Self Storage
13	McNamara Warehouse
14	Ocean Club Ormond Beach
15	Ormond Art Museum & Gardens
16	Ormond Beach Holdings LLC
17	Ormond Beach Holdings LLC
18	Ormond Central
19	Ormond Central Self Storage
20	Ormond Gateway
21	Paradise Point ALF
22	Perrott Depot
23	Revella at Ormond Beach ALF
24	Riverbend Church School Expansion
25	Shoppes at Granada Pointe
26	Splash Car Wash
27	SONC Gymnasium
28	Stor - It
29	Valiant Diners Expansion - Phase 3
30	Volusia County Park Parcels
31	Walgreens/Commerical Area Improvements
ORMOND BEACH - UTILITY PROVIDER ONLY	
32	101 Town and Country Lane
33	Beachview Cove
34	2284 Ocean Shore Boulevard
35	Celedine Subdivision (Flagler)
36	Force Main Extension (Flagler)
37	Hunters Ridge Storage Site
38	Huntington Forcemain Extension (Flagler)
39	Iris Subdivision (Flagler)
40	Ocean Village Townhomes
41	Regency Plaza Condominium
42	Sands Point Condominium
43	Surf Style
44	Traders Inn Beach Club
45	Verona Oceanside



City of Ormond Beach Commercial Development Report, as of September 30, 2022

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		Change in project status								Project nearing completion								Projects reviewed this month				
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant		
1	783 N US HWY 1, CAMPANA 783 N US HWY 1 PZ# 2016-010	Construction of a 1,216 SF building for kayak rental & repair and associated site improvements on a 1.03 acre site.	11.06.15	11.20.15	02.03.16	03.11.16	05.20.16	Not applicable	Not applicable	Not applicable	05.24.16	Under Constr.		Issued 09.25.17	\$80,000	Issued 05.27.16	\$35,000	55%		E = Alann Engineering Group ARC/E: W.A. Cross O = Steven Campana		
2	801 N US HWY 1 801 N US HWY 1 PZ# 2022-072	Special Exception application to allow outdoor activities that include canoe and kayak rentals	06.29.22	07.13.22	Resubmitta l due by 1.13.23			Not applicable	Required	Required										O = Tidewater Real Estate Holdings, LLC		
3	AIR ONE 390 Andalusia Avenue PZ# 2021-048	Construction of a 2,500 square foot storage/warehouse building on a 1.1 acre property.	04.07.21	04.28.21	06.15.21	07.07.21	08.19.21	Not applicable	Not applicable	Not applicable	09.15.21	09.15.23		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Francis Family LLC		
4	CALDERA SPAS 1141 North U.S. Highway 1 PZ# 2022-007	Renovate existing building for new business and associated site improvements. No new building square footage.	11.16.21	11.30.21				Not applicable	Not applicable	Not applicable	01.25.22	Under Constr.		Issued 02.23.22	\$23,000	Issued 02.22.22	\$38,000	50%		E = Newkirk Engineering, Inc. O = CMD Realty, LLC		
5	COMPLETE CARDIOLOGY EXPANSION 1240 West Granada Boulevard PZ#2022-090	Enclosing of the former bank drive through with new building square footage totaling 4,326 square feet and associated site improvements.	07.29.22	08.14.22	Resubmitta l due by 01.14.23			Not applicable	Not applicable	Not applicable										E = Zev Cohen & Associates, Inc. O = Complete Cardiology, LLC ARC = BFP Design Inc		
6	GEORGIAN INN RECREATION 749 South Atlantic Avenue PZ#2022-067	Construction of a 1,212 square foot recreation building and amenities for the Georgian Inn on a 0.72 acre parcel.	06.14.22	06.26.22	Due 10.07.22			Not applicable	Not applicable	Not applicable										E = Parker Mynchenberg & Associates, Inc. O = Georgian Inn Beach Club Association, Inc.		
7	HULL ROAD RV & BOAT STORAGE 835 Hull Road PZ# 2021-006	Proposed RV & Boat storage of 20 spaces and associated site improvements on a 0.78 acre parcel.	11.18.20	12.01.20				Not applicable	Not applicable	Not applicable	04.16.21	04.16.23		Not applicable	Not applicable	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BMill Inc.		
8	INTERCHANGE DEPOT 295 Interchange Boulevard PZ# 2021-072	Three story storage facility of 111,825 square feet on a 2.94 acre parcel and associated site improvements	06.11.21	06.25.21	09.16.21			08.05.21	10.14.21 (Approved 7-0)	11.16.21 (Approved 5-0) & 12.07.21 (Approved 5-0)	12.08.21	Under Constr.		Issued 05.10.22	\$12,619,451	Issued 03.02.22	\$711,015	50%		E = Newkirk Engineering, Inc. O = Southwest I-95, LLC APP = 295 Interchange LLC		
9	KOMN CONDOMINIUM ASSOCIATION INC 85 Hangar Way PZ# 2021-014	Construction of two hangers. Lots 1 & 2 are 1.63 acres and a building of 15,720 SF. Lot 3 is 2.24 acres and a building of 23,520.	11.25.20	12.15.20				Not applicable	Not applicable	Not applicable	12.23.20	Under Constr.		Issued 09.01.21	\$983,443 & \$1,471,411	Issued 04.01.21	\$217,441.65	95%		E = Newkirk Engineering, Inc. APP = KOMN Condominium Association, Inc. O = City of Ormond Beach		
10	LOVE WHOLE FOOD EXPANSION 275 Williamson Boulevard PZ# 2021-096	Addition of a 4,765 square foot building at the existing Love Whole property and associated site improvements.	10.06.21	10.24.21	04.19.22	04.26.22		Not applicable	Not applicable	Not applicable	06.10.22	Under Constr.		In Review	\$985,000	Issued	\$151,149	0%		E = Zev Cohen & Associates, Inc. O = Love Whole Foods		
11	NORTH INTERCHANGE INDUSTRIAL FLEX SPACE Flagler Road (3136-01-69-0020) PZ# 2022-076	Proposed two 11,999 square foot industrial flex space buildings on 2.34 acres and associated site improvements.	06.29.22	07.18.22	08.16.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 & 11.01.22										E = Newkirk Engineering, Inc. O = BHT Holdings, LLC		
12	NORTH INTERCHANGE SELF STORAGE Flagler Road (3136-01-68-0020) PZ# 2022-075	Proposed 4-story self storage facility (110,900 square feet) with 28 RV and boat parking spaces on 3.40 acres and associated site improvements.	06.30.22	07.18.22	08.17.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 & 11.01.22										E = Newkirk Engineering, Inc. O = BHT Holdings, LLC		
13	McNAMARA WAREHOUSE 460 Andalusia Avenue PZ# 2021-030	Construction of an 840 square foot warehouse and associated site improvements on a 0.10 acre property.	01.12.21	01.28.21	03.16.21			Not applicable	Not applicable	Not applicable	04.27.21	Under Constr.		Issued 09.01.21	\$66,177	Issued	\$2,000	70%		E = Parker Mynchenberg & Associates, Inc. O =McNamara Construction		
14	OCEAN CLUB ORMOND BEACH 88 South Atlantic Avenue PZ# 2019-026	Demolition of existing building (10,866 SF) and construction of a new retail shop (8,596 SF)and related site improvements.	01.15.19	01.31.19	06.06.19	06.03.21		06.19.19	07.11.19	08.20.19 & 11.05.19 - Approved	08.08.21	08.08.23		In Review	\$1,800,000	Not applied	Not applied			E = The Performance Group O = 88 South Atlantic, LLC		

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	Change in project status									Project nearing completion								Projects reviewed this month				
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant		
15	ORMOND ART MUSEUM & GARDENS 78 East Granada Boulevard PZ#2022-051	Request for one additional wall sign of 24 square feet and outdoor music under certain conditions.	05.02.22	NA				05.19.22	06.09.22 Approved	07.19.22 Approved	07.19.22			Not applicable	Not applicable	Not applied	Not applied			APP = Ormond Art Museum & Gardens, Inc.		
16	ORMOND BEACH HOLDINGS LLC 251 South Atlantic Avenue PZ #22-018(b)	Proposed five story, 95,700 square foot hotel with 137 rooms, associated driveways, parking (108 spaces east of SRA1A and 62 spaces west of SRA1A) stormwater, utilities, signage, lighting, landscaping, public sidewalk and ADA beach access, and hotel related beach access	03.09.22	04.04.22	06.13.22	09.07.22		09.14.22	Required	Required				Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP/O = Ormond Beach Holdings, LLC		
	ORMOND BEACH HOLDINGS LLC 264 South Atlantic Avenue PZ #22-018(a)	Land use application from "Public Institutional" to "Low Intensity Commercial" and "Low Density Residential"	05.06.22	05.18.22	06.14.22	Resubmittal due by 12.14.22		Required	Required	Required				Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP = Ormond Beach Holdings, LLC		
18	ORMOND CENTRAL 1 South Old Kings Road PZ# 2015-072	Proposed 4 unit, 8.72 acre commercial development. Project proposes site improvements to develop 4 pad ready sites.	04.09.16	04.26.16	11.16.16	02.01.17	08.02.17	08.30.17	10.12.17 Recommended Approval	11.21.17 & 12.05.17 Approved	12.08.17	Vested with demolition		Not applied	Not applied	Not applied	Not applied			O = Ormond Central Investors, LLC E = Newkirk Engineering, Inc.		
19	ORMOND CENTRAL SELF STORAGE 1 South Old Kings Road PZ# 2022-092	Proposed three story building for a 106,140 square foot climate controlled self-storage facility.	08.07.22	08.25.22				09.13.22	Required	Required										E = Newkirk Engineering, Inc. APP = Ormond Beach Dunamis Storage, LLC O = Ormond Central Investors, LLC		
20	ORMOND GATEWAY 1670 North U.S. Highway 1 PZ# 2020-091	Development of a three lot commercial subdivision and associated site improvements.	09.11.20	10.06.20	12.16.20	02.01.20		Not applicable	01.14.21 Approved	2.16.21 Approved	03.01.21	03.01.23		Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates, Inc. O = Destination Interchange, LLC		
21	PARADISE POINTE ALF 350 Clyde Morris Boulevard PZ# 2021-015	87 unit Assisted Living Facility (ALF) for 100 residents. Total SF of 73,952 on a 12.05 acre parcel.	11.20.20	12.15.20	04.27.21			02.11.21	Not applicable	Not applicable	05.24.21	Under Constr.		Issued 10.05.21	\$12,463,061	Issued 06.10.21	\$1,313,449	75%		E = Mark Dowst & Associates, Inc. APP = Paradise Pointe of Ormond Beach, LLC ARC = BPF Design, Inc.		
21	PARADISE POINTE ALF WALL WAIVER 350 Clyde Morris Boulevard PZ# 2022-110	Wall waiver from a six foot (6') masonry wall to a six foot (6') decorative open aluminum fence with landscaping along the west property boundary abutting the Aberdeen at Ormond Beach subdivision.	09.19.22	Due 10.03.22				Not applicable	10.13.22	12.06.22				Not applied	Not applied	Not applied	Not applied			E = Mark Dowst & Associates, Inc. APP = Paradise Pointe of Ormond Beach, LLC ARC = BPF Design, Inc.		
22	PERROTT DEPOT 29 North Perrott Drive PZ #2021-029	Redevelopment of 1.86-acre site that has an existing 4,834 distribution/warehouse use to include 12,540 square feet of self-storage buildings.	01.12.21	02.02.21	03.19.21	05.24.21		02.17.21	Not applicable	Not applicable	06.08.21 Revision 11.09.21	Under Constr.		Issued 02.17.22	\$410,000	Issued 12.03.21	\$250,000	95%, Phase 1		E = Newkirk Engineering, Inc. O = Hand & Yonge, LLC ARC = BPF Design, Inc.		
23	REVELLA AT ORMOND BEACH ALF 1211 West Granada Boulevard PZ# 2021-073	150 resident Assisted Living Facility, 120,501 SF on 5.54 acres and associated site improvements	05.29.21	06.27.21	08.31.21			06.28.21	Not applicable	Not applicable	09.28.21	09.28.23		In review	\$29,723,266	Issued 04.26.22	\$2,184,284	20%		E = Mark Dowst & Associates, Inc. O = 1245 Blvd. Investors, LLC APP = Ormond Beach Investments, LLC		
24	RIVERBEND CHURCH SCHOOL EXPANSION 2080 West Granada Boulevard PZ# 2022-036	Special Exception amendment to increase number of allowed students from 200 to 600, including the construction of new classrooms totaling 13,327 square feet.	03.11.22	03.27.22	07.20.22	Resubmittal due by 01.20.23		07.25.22	08.11.22 Approved	09.21.22	09.22.22	Under Constr.		Issued	\$1,145,192	Not applied	Not applied			E = Mark Dowst & Associates, Inc. O = Riverbend Community Church, Inc.		
25	SHOPPES AT GRANADA POINTE 550 West Granada Boulevard PZ# 2019-120	Construction of a 21,114 square foot building on 2.52 acres within the Granada Pointe development and associated site work.	10.17.19	11.04.19	12.02.19			Not applicable	Not applicable	Not applicable	12.14.19	12.14.21	12.14.22	Not applied	Not applied	Issued 03.11.22	\$486,082	0%		E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.		
26	SPLASH CAR WASH 55 North Nova Road PZ# 2022-041	Redevelopment of a 2.53 acre parcel of a vacant church for a full service car wash with a 9,956 square foot building.	04.27.22	05.11.22	06.06.22	07.29.22	08.10.22	Not applicable	06.09.22 Approved	07.19.22 & 08.03.22 Approved	09.21.22	09.22.24		Not applied	Not applied	Not applied	Not applied			E = Upham Engineering O = Port Orange Investors, LLC APP = Ormond Car Wash Investments, LLC		
27	SONC GYMNASIUM 176 Division Avenue PZ# 2021-035	Construction of an outdoor basketball court.	11.11.20	11.24.20	01.26.21			Not applicable	Not applicable	Not applicable	02.21.21	Under Constr.		Issued 01.03.22	\$1,738,905	Issued 01.03.22	\$142,110	80%		E = Zev Cohen & Associates O = City of Ormond Beach ARC = DJ Design, Inc.		
28	STOR-IT 1405 North US Highway 1 PZ# 2022-096	Proposed indoor self-storage facility of 128,214 square feet (three stories) on 5.26 acres and associated site improvements.	08.11.22	08.29.22	Resubmittal due by 02.29.23			Required	Required	Required										E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.		

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

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		Change in project status								Project nearing completion								Projects reviewed this month				
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant		
29	VALIANT DINERS EXPANSION, PHASE 3 15 West Tower Circle PZ# 2022-027	Expansion of existing facility with a 11,250 square foot building and associated site improvements	02.21.22	03.09.22	08.09.22	09.16.22	Resubmittal due by 03.16.23	Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = Padwell Holdings, LLC		
30	VOLUSIA COUNTY PARK PARCELS Plantation Oaks Blvd & Old Dixie Highway PZ# 2022-057 & 058	Land use and zoning amendments for parcels 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100 to go to "Recreation/Open Space" land use and Special Environmental zoning.	03.30.22	NA				Not applicable	08.11.22	Land use 09.21.22 & 10.5.22 - Zoning 10.18.22 & 11.01.22										O = County of Volusia		
31	WALGREENS/COMMERCIAL AREA IMPROVEMENTS 2001 West Granada Boulevard PZ# 2022-038	Modifications to the access to West Granada Boulevard and stormwater improvements to Walgreens site	03.21.22	04.05.22	04.22.22	06.03.22	06.28.22	Not applicable	Not applicable	Not applicable	07.14.22	07.14.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc.		
Ormond Beach is Utility Provider Only																						
32	101 TOWN & COUNTRY LANE 101 Town & Country Lane PZ #2019-078	Utility connection for existing multi-family development.	05.07.19	06.10.19	07.07.19			Outside City	Outside City	Outside City	07.18.19	Under constr.	NA	Not applicable	Not applicable	Utilities only Issued 09.11.2019	\$126,650	40%		E = Ultra Design Consultant, Inc.		
33	BEACHVIEW COVE 2960 Oceanshore Boulevard PZ#21-045	28 lot subdivision in Volusia County. Utility connection only	08.24.21	09.06.21	10.01.21	10.29.21		Outside City	Outside City	Outside City	11.11.21	06.15.23		Not applicable	Not applicable	Not applied	Not applied			E = Alliant O = Lake Pointe Villas LLC		
34	2284 OCEAN SHORE BOULEVARD 2284 Ocean Shore Boulevard PZ-2021-045	Septic to sewer connection	03.21.21	04.05.21	05.25.21			Outside City	Outside City	Outside City	06.15.21	06.15.21		Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = Steven Sahai		
35	CELEDINE SUBDIVISION (FLAGLER) PZ# 2021-069 Flagler County	Utility connection for 99 single-family homes. Flagler County (Hunter's Ridge).	05.12.21	06.07.21	08.30.21	10.19.21		Outside City	Outside City	Outside City	11.22.21	Under Constr.		Not applicable	Not applicable	Issued 06.24.22	\$1,073,894 utilities only	10%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC		
36	FORCE MAIN EXTENSION (FLAGLER) PZ# 2021-070 Airport Road right-of-way	Force main extension in Flagler County (Hunter's Ridge DRI) along Airport Road	05.12.21	06.07.21	08.30.21			Outside City	Outside City	Outside City	08.31.21	Under Constr.		Not applicable	Not applicable	Issued 06.20.22	\$834,160 utilities only	98%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC		
37	HUNTER'S RIDGE STORAGE SITE 2730 Airport Road PZ# 2022-100	Flagler County utility connection for self-storage facility.	09.19.22	Due 10.03.22				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = Preston Court II, LLC		
38	HUNTINGTON FORCE MAIN EXTENSION Huntington subdivision PZ #-19-024(A)	Force main extension within the Huntington subdivision	08.19.19	09.10.19				Outside City	Outside City	Outside City	04.29.20	Under Constr.		Not applicable	Not applicable	Approved (21-7125) 09.27.21	\$117,025	98%		E = Zev Cohen and Associates, Inc.		
39	IRIS SUBDIVISION (FLAGLER) PZ# 2021-071 Flagler County	Utility connection for 76 single-family homes. Flagler County (Hunter's Ridge)	05.12.21	06.07.21	10.29.21			Outside City	Outside City	Outside City	01.10.22	01.10.24		Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC		
40	OCEAN VILLAGE TOWNHOMES 90 Verona Vista Ct. PZ# 2020-056	19 unit townhome development on 3.75 in Volusia County.	05.21.20	06.03.20				Outside City	Outside City	Outside City	07.17.20	Under Constr.	NA	Not applicable	Not applicable	Issued 11.02.21	\$139,028	90%		E = Alann Engineering Group, Inc. O = Cornelius Prior APP = John Wine		
41	REGENCY PLAZA CONDOMINIUM 1415 Ocean Shore Boulevard PZ# 2022-104	Sewer connection for a 133 multi-family condominium.	09.13.22	09.26.22				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Saltus Engineering, Inc. O = Regency Plaza Condominium		

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status							Project nearing completion							Projects reviewed this month				
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
42	SANDS POINT CONDOMINIUM 1167 Ocean Shore Boulevard PZ# 2022-103	Sewer connection for a 20 multi-family condominium.	Pending					Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Robert Marshall, P.E. O = Sands Point Condominium
43	SURF STYLE 1054 Ocean Shore Boulevard PZ# 2022-006	Volusia County project. Development of a 10,890 building. SPRC review is for the utility connection.	11.16.21	11.29.21				Outside City	Outside City	Outside City	01.10.22	01.10.24		Not applicable	Not applicable	Not applied	Not applied			E = Zev Cohen and Associates, Inc. O = 1054 Ocean Shores Blvd, LLC
44	TRADERS INN BEACH CLUB 1355 Ocean Shore Boulevard PZ #2022-031	Connection to city sewer services, including lift station.	03.10.22	03.16.22				Outside City	Outside City	Outside City	04.08.22	04.08.24		Not applicable	Not applicable	Not applied	Not applied			E - Mark Dowst & Associates O = Traders Inn Beach Club Association, Inc.
45	VERONA OCEANSIDE PZ #2020-011 2162 Ocean Shore Boulevard	Volusia County project. Replat of 3.50 acres into 5 single-family lots and 18 multi-family townhome lots.	12.08.19	12.27.19	06.08.20			Outside City	Outside City	Outside City	06.18.20	Under Constr.	NA	Not applicable	Not applicable	Utilities only Issued 05.19.21	\$117,270	95%		O = MHK Of Volusia County E = Parker Mynchenberg & Associates

City of Ormond Beach Residential Development Report, as of September 30, 2022

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
A	121 EAST 121 East Granada Boulevard PZ #2022-098	Proposed multi-story multi-family development of 24 units	08.12.22	09.01.22				Required	Required	Required							E = Zev Cohen & Associates, Inc. O = Dime Rock Properties, LLC
B	ARCHER'S MILL, PHASE 3A Plantation Oaks Boulevard PZ #2022-091	94 single-family lots on 42.38 acres	08.01.22	08.22.22	DUE 10.07.22			Not Required	Required	Required							E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
C	COURTYARDS AT ORMOND 135 North Yonge Street PZ# 2021-079	Construct a 3 unit, 10,889 square foot retail building and a 48 unit multi family apartment complex.	06.17.21	07.09.21				08.15.21	Required	Required							E = Parker Mynchenberg & Associates, Inc. O = CST Holdings, LLC ARC = BPF Design
D	CUPOLA AT OCEANSIDE 100 North Halifax Drive PZ# 2021-068	12 two story townhomes - previously Halifax 100- and associated site improvements.	05.17.21	06.22.21				Completed	Approved	Approved	08.25.21	Under construction	Under construction	Issued 09.03.21	\$548,099	70%	E - Newkirk Engineering O = Halifax Enterprises LLC APP = Halifax Enterprises LLC
E	CUPOLA AT OCEANSIDE FINAL PLAT 100 North Halifax Drive PZ#2022-079	Final plat of 12 townhomes.	07.19.22	08.03.22	09.24.22			Not Required	Not Required	Required							E - Newkirk Engineering O = Halifax Enterprises LLC
F	PLANTATION OAKS, 1A 1395 Fountain View Street PZ# 2020-029	Development of 121 lots on 100.91 acres. Preliminary plat. Single family homes.	02.06.20	03.01.20	04.09.21			Not Required	PB 05.13.21 Approved	CC 06.01.21	08.27.21	Under construction	Under construction	Issued 09.17.21	\$3,400,200	65%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
G	PLANTATION OAKS, 2B 2389 Destrenan Drive PZ# 2020-024	Development of 125 lots on 89.16 acres. Manufactured home phase.	12.14.17	01.24.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 03.29.2021	\$2,390,520	25%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
H	PLANTATION OAKS, 2C 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase.	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 09.17.21	\$3,044,572	2%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
I	PLANTATION OAKS, 2D 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase.	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 09.17.21	\$1,784,746	2%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
J	REGAL MULTIFAMILY 215 Williamson Boulevard PZ-22-047	Redevelopment of 310 multi-family units on 12 acres	04.22.22	05.06.22	07.22.22	DUE 10.05.22		Not Required	06.09.22 Approved	07.19.22 & 08.03.22 Approved							O = Southwest I-95, LLC E = Newkirk Engineering APP = LIV Development
K	RIDGEHAVEN Plantation Oaks Boulevard & Addison Drive PZ-22-061	96 duplex units and 202 single-family lots within a Planned Residential Development on 103.45 acres	05.23.22	06.13.22	DUE 10.07.22			07.26.22	Required	Required							O = Snilloc Family Limited Partnership E = Parker Mynchenberg & Associates, Inc. APP = RidgeHaven LLC
L	STANTON GROVE 183 South Orchard PZ-22-062	21 unit rental townhome project consisting of three buildings on 3.92 acres.	05.27.22	06.13.22	8.25.22	09.07.22	09.23.22	Not required	Not required	Not required							E = Newkirk Engineering O = Stanton Grove, LLC

City of Ormond Beach Residential Development Report, as of September 30, 2022

M	TATTERSALL AT TYMBER CREEK TyMBER Creek Road and Airport Road PZ# 2022-082	Construction of 129 lot subdivision and associated site improvements.	07.12.22	08.12.22	08.30.22			08.23.22	09.08.22 Approval (4-1)	10.18.22 & 11.01.22							E = Zev Cohen & Associates, Inc. O = TyMBER Sky, LLC & Enclave of TyMBER Creek LLC APP = Paylin TyMBER 1 and 2, LLC
N	TIDES EDGE 264 South Atlantic Avenue PZ# 2022-018	Preliminary plat for 15 single-family lots.	05.31.22	06.13.22	09.07.22			Required	Required	Required							E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP = Contender Development, Inc.
O	TOMOKA RESERVE 20 Tomoka Oaks Boulevard PZ#-2022-043	Establishment of a Development Order for the former Tomoka Oaks Golf Course property of 147.94 acres. The application seeks 300 residential units or 2.03 units per acre	04.20.22	05.03.22				Required	Required	Required							O = Triumph Oaks of Ormond Beach I, LLC E - Zev Cohen & Associates, Inc. APP = Cobb Cole
P	TYMBER CREEK APARTMENTS 2011 West Granada Boulevard PZ#2022-008	300 multi-family units and associated site improvements on a vacant 19.62 acre parcel.	12.07.21	12.27.21	04.28.22	06.23.22	5th 08.24.22	06.08.22	Required	Required							E - Newkirk Engineering O = VCP Ormond Beach, LLC ARC = English Associates, Inc.

Planning public hearing items

7.R.d

City Commission items					
File Number	Item	Description	Planning Board	City Commission	City Commission
LUPA 2022-057	Volusia County parkland parcels: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-17-0100 generally located at Old Dixie Highway and Plantation Oaks Boulevard – Small-Scale Land Use Map Amendment	This is a request from the County of Volusia for a Small-Scale Comprehensive Plan Land Use Map amendment for a 33.31+ acre property generally located at Old Dixie Highway and Plantation Oaks Boulevard, Volusia County parcels: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-17-0100, from Ormond Beach "Low Density Residential" and Volusia County "Urban Low Intensity" to Ormond Beach "Recreation/Open Space".	Approved 5-0 - August 11, 2022	09.21.2022, Approved 5-0	10.05.2022
AX 2022-095	1405 North U.S. Highway 1, Annexation	This is a voluntary request for an annexation submitted by the property owner, Vanacore Commercial Properties, LLC, for approximately 5.26 acres located at 1405 North U.S. Highway 1. The property is located within the original North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA).	NA	09.21.2022, Approved 5-0	10.05.2022
NA	2022-23 Service Agreement for Ormond Beach MainStreet	This is a resolution seeking the approval of the Fiscal Year (FY) 2022-2023 Service Agreement for Ormond Beach MainStreet ("MainStreet") in the amount of \$70,000, for the purpose of performing services that support business growth, encourage the use and development of an Arts District, promote the Ormond MainStreet District, and conduct special events to attract visitors to experience the downtown. MainStreet is seeking an increase of funding of \$5,000 this year.	NA	10.05.2022	NA
NA	Police and Fire Impact Fee Additional Work Authorization for Raftelis	This is a request for additional work to the original impact fee contract for Raftelis Financial Consultants, Inc. ("Raftelis") in the amount of \$31,555 to prepare police and fire impact fees based upon the feasibility analysis performed as part of the impact fee study update. The city currently does not assess police and fire impact fees.	NA	10.05.2022	NA
PRD 2022-082	Tattersall at Tymber Creek – Issuance of Development Order	This is a request for a Planned Residential Development (PRD) amendment for the issuance of a development order for the Tattersall at Tymber Creek Planned Residential Development, submitted by Trey Paytas, Manager, Paylin Tymber 1 and 2, LLC with the authorization of the property owner Tymber Sky, LLC & Enclave of Timber Creek, LLC. The Planned Residential Development development order seeks to allow 129 single-family lots on 84.14+ acres and associated subdivision improvements.	Approved 4-1, September 8, 2022	10.18.2022	11.01.2022
PBD 2022-074	North Interchange – PBD Zoning Map Amendment and Issuance of Development Order	This is a request BHT Holdings LLC, for a zoning map amendment from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development) and the issuance of a development order. The North Interchange Planned Business Development seeks to allow (1) business and storage warehouses, (2) indoor mini self-storage, (3) and outdoor RV and boat storage. The site plans submitted include two (2) buildings of 11,999 square feet for industrial flex space at 520 Flagler Road and a four-story indoor self-storage facility of approximately 110,900 square feet and 28 recreational vehicle and boat storage spaces at 540 Flagler Road. The subject property is approximately 5.73 acres and is located at 520 and 540 Flagler Road.	Approved 5-0, September 8, 2022	10.18.2022	11.01.2022
RZ 2022-081	Second Amended ISBA Zoning Map Amendment	This is an administrative request to amend the City's Official Zoning Map to include the eight (8) privately owned properties as part of the Second Amended North US 1 Highway Interlocal Service Boundary Agreement (ISBA) area. The amendment seeks a Zoning Map Amendment for eight (8) properties totaling approximately 5.7 acres from Volusia County R-4, Urban Single-Family Residential to Ormond Beach R-3, Single-Family Medium Density.	Approved 5-0, September 8, 2022	10.18.2022	11.01.2022
LUPA 2022-094	Comprehensive Plan Text Amendment to Coastal Management Element	This is an administrative request to approve a Comprehensive Plan Amendment through the Expedited State Review (ESR) process, amending the Coastal Management Element, adding an Objective and Policies for flood risk planning in accordance with Florida Statutes Section 163.3178(2)(f). The proposed text changes are required to be included in the City's Coastal Management Element.	Approved 5-0, September 8, 2022	10.18.2022	To be determined
Z 2022-058	Zoning Map Amendment, Volusia County parcels - Plantation Oaks Blvd. & Old Dixie Highway	This is a request from the County of Volusia for a zoning map amendment for a 33.31+ acre property generally located at Old Dixie Highway and Plantation Oaks Boulevard, Volusia County parcels: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100, from Ormond Beach PRD (Planned Residential Development) and Volusia County R-3 (Urban Single-Family) to Ormond Beach SE (Special Environmental).	Approved 5-0, August 11, 2022	10.18.2022	11.01.2022
NA	Florida Department of Environmental Protection Resilient Coastline Program Grant Agreement	This is a request for the City Commission to accept the Florida Department of Environmental Protection (FDEP) grant in the amount of \$75,000 and authorize the execution of the attached agreement. A companion agenda item is also requested for authorization to enter into a sub agreement with East Central Florida Regional Planning Council (ECFRPC) to perform the tasks outlined in the agreement.	NA	10.18.2022	NA
NA	Florida Resilient Grant Sub agreement with ECFRPC	This is a request for the City Commission for authorization to enter into a sub agreement with East Central Florida Regional Planning Council (ECFRPC) to perform the tasks outlined in the Florida Department of Environmental Protection (FDEP) agreement (see Attachment A). This is the companion agenda item to the FDEP grant agreement authorization previously reviewed.	NA	10.18.2022	NA
NA	364 Nottinghill Street Release of Easement	This is a request submitted by the property owners, Susan C. Leorza, of 364 Nottinghill Street for release of the easterly five (5') feet of the 20' drainage easement located in the rear yard on the west side of the property.	NA	10.18.2022	NA
Note: City Commission items are based upon the best information available as of August 30, 2022 and are subject to change . City Commission agendas are available at: https://ormondbeach.igq2.com/citizens/default.aspx? . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.					

Planning public hearing items

7.R.d

Board of Adjustment and Appeals - October 5, 2022

2022-102	463 Hammock Lane, Front and Side Yard Variances	This is a request for two variances submitted by Steven Schlossberg, property owner, of 463 Hammock Lane. The property at 463 Hammock Lane is zoned as R-3 (Single-Family Medium Density). The applicant is requesting two variances to allow the construction of a new single-family home as follows: (1) Front Yard Variance: Section 2-15(B)(9)(a) of the Land Development Code requires a front yard setback of 25'. The applicant is requesting a variance of 9.4' for a front yard setback of 15.6' based on the location of a historic tree on the property; and (2) Side Yard Variance: Section 2-15(B)(9)(c) of the Land Development Code requires a side yard setback totaling 20' on both sides with a minimum of 8' on one side. Based on the location of a historic tree in the back yard, a variance of 2' is requested for a side yard setback of 6' in order to construct the new home.
2022-101	630 South Beach Street, Side Yard Variance	This is a request for a side yard variance submitted by Erik Krallinger, property owner of 630 South Beach Street. The applicant is requesting one variance to allow the expansion of an existing garage. The subject property is zoned as R-2, (Single-Family Low Density). Pursuant to Section 2-13(B)(9)(c) of the Land Development Code, the required side yard setback is a minimum of 8.0 feet on one side and a combined total of 20.0 feet. The north side yard setback of the home is currently nonconforming at 4.1 feet. A variance of 4 feet to the required side yard setback of 8 feet has been requested for a final side yard setback of 4 feet in order to expand the garage eastward. The proposed expansion will not increase the nonconforming north side yard and will meet the front yard setbacks on the east side.

The Board of Adjustment and Appeals agenda is available at: <https://www.ormondbeach.org/218/Board-of-Adjustment-Appeals>. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.

Planning Board - October 13, 2022

SE 2022-110	Paradise Pointe Wall Waiver request	This is a request from Mark Dowst, P.E., Mark Dowst & Associates, Inc., with the authorization Novella Holdings, LLC to allow a wall waiver from a six foot (6') masonry wall to a six foot (6') decorative open aluminum fence with landscaping along the west property boundary abutting the Aberdeen at Ormond Beach subdivision as part of the proposed Paradise Pointe project located at 350 Clyde Morris Boulevard. Section 2-50(n)(14) of the Land Development Code requires a masonry wall where commercially zoned development abuts a residential zoning classification. Section 2-50(n)(14) of the Land Development Code also allows a wall waiver or other type of wall/fence material to be installed with the issuance of a Special Exception. The Special Exception application is solely to consider the wall waiver request.
LDC 2022-106	Townhouses in the R-4, R-5, and R-6 zoning districts	This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-17, R-4, Single-Family Cluster & Townhouse Zoning District, Section 2-18, R-5, Multifamily Medium Density Zoning District, and Section 2-19, Multifamily Medium High Density Zoning District and Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (84) to amend the dimensional standards and conditional use criteria for townhouses.
LDC 2022-108	Screen Enclosures	This is an administrative request to amend Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, General Regulations, subsections (z) Pools and (cc) Screen porches/enclosures to amend the required rear yard setback for screen enclosures from ten (10') feet to five (5') feet.
LDC 2022-109	Variance expiration date	This is an administrative request to amend Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14(3), Expiration of a development order to amend the expiration date of a variance from one (1) year to two (2) years.
LDC 2022-112	North U.S. Highway 1 Interlocal Planning and Municipal Service Area	This is an administrative request to amend the Land Development Code, Chapter 2, District and General Regulations, Article VII, North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Division 2, Sec. 2-84(a) to add the Book and Page numbers for the second amended ISBA.

The Planning Board agenda is available at: <https://www.ormondbeach.org/224/Planning-Board>. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.



Monthly Financial Status Report August 2022

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of the report is to identify any significant variances from the adopted budget and to identify any adverse trends and their implications for the current and future years' budgets. Revenues at or above 91.7% benchmark is favorable, while expenses at or below the 91.7% benchmark is also favorable. The first table below provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in subsequent tables.

Fund	Final Budget	YTD Actual		YTD Actual	
		Revenues	YTD %	Expenses	YTD %
001 - General Fund	37,753,928	33,158,802	88%	33,176,270	88%
104 - Community Redevelopment	2,129,601	1,290,792	61%	211,643	10%
106 - Ormond Crossing	255,461	258,381	101%	-	0%
107 - Stormwater	2,531,000	2,687,266	106%	1,701,095	67%
108 - Airport	2,657,240	934,405	35%	1,423,753	54%
109 - Local Law Enforcement Trust Fund	65,800	76,350	0%	84,750	0%
115 - Recreation Facility Fee	41,600	45,449	109%	4,516	11%
205 - Financing Debt Service	730,798	669,911	92%	721,877	99%
210 - Debt Service GOB 2003	114,934	115,547	101%	110,799	96%
211 - Debt Service 2005 CIP Note	157,000	143,913	92%	156,476	100%
220 - Debt Service GOB 2010	352,747	354,566	101%	365,012	103%
301 - General Capital Improvement	534,075	809,930	152%	1,264,375	237%
302 - General Equipment & Vehicle	421,363	246,825	59%	99,346	24%
305 - Public Safety Vehicle & Equip	2,148,225	2,014,111	94%	1,164,451	54%
308 - Transportation	2,835,677	1,427,389	50%	1,096,612	39%
310 - Recreation Impact Fee	125,000	166,695	133%	13,817	11%
316 - Local Roads Impact Fee	60,000	46,624	78%	13,817	23%
317 - Facilities Renewal & Replacement	693,000	532,298	77%	584,908	84%
318 - Stormwater Impact Fee	25,000	35,942	144%	13,817	55%
401 - Water/Wastewater Operating Fund	21,810,055	19,058,723	87%	18,675,616	86%
408 - Water/Wastewater E&V Fund	200,000	158,567	79%	99,880	50%
409 - Water/Wastewater Capital	7,627,865	7,433,097	97%	2,559,716	34%
414 - Water/Wastewater Consolidated Debt	5,228,000	4,792,337	92%	5,220,892	100%
434 - Water Impact Fee	520,000	779,656	150%	93,786	18%
435 - Wastewater Impact Fee	400,000	646,792	162%	107,191	27%
460 - Solid Waste	9,444,232	9,098,125	96%	9,046,865	96%
502 - Workers Compensation	801,612	813,452	101%	520,208	65%
504 - General Liability	1,260,253	1,481,747	118%	1,435,834	114%
Total	\$ 100,924,466	\$ 89,277,690	88%	\$ 79,967,322	79%

**Financial Status Report:
August 2022**

General Fund Revenues

Ad valorem Taxes- Annual revenue is estimated at \$13.3 million and is based on the taxable value (\$3.9 billion) and the General Fund operating millage (3.9128). Actuals to date are \$13.3 million or 100.2% of the budgeted amount.

Utility Taxes- The City levies a utility tax of 10% on electric and gas sales. To date, the City has collected \$3.6 million.

Communication Taxes – Communication service taxes through August 2022 are \$1,220,542. Payments are received in arrears with the first payment typically occurring in January 2022.

Business Tax –Business tax collections amounted to \$188,011 through August 2022. The majority of business taxes are collected in the last quarter of the fiscal year.

Licenses, Permits and Franchise Fees – This revenue source includes building permits, plan review and franchise fees. The City has franchise fee agreements which require electric and natural gas providers to remit 6% of gross sales to the City. Payments made to the City for franchise fees often occur several months after they are collected by FPL and other providers. Collections through August 2022 are \$3.5 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax both of which were anticipated to be negatively impact by the COVID pandemic. Through August 2022, the City received a total of \$4.4 million in this category.

Charges for Services – This category includes the County library lease and Leisure Services user charges. Additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting are included in this category. The City received a total of \$986,614 in this category through August of this fiscal year.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were \$49,557.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were \$1.6 million.

Transfers In –Transfers have been recorded in the amount of \$4.3 million.

Financial Status Report: August 2022

General Fund Revenues - August 2022

	Final Budget	YTD FY 2021-22	\$ Variance	% of Budget	YTD FY 2020-21	\$ Variance	% Variance
Property Tax	\$ 13,280,820	\$ 13,302,025	\$ (21,205)	100.2%	\$ 12,907,367	\$ 394,658	3.06%
Utility Taxes	4,243,000	3,610,220	632,780	85.1%	3,500,764	109,456	3.13%
Communication Tax							
Receipts	1,590,000	1,220,542	369,458	76.8%	1,173,743	46,799	3.99%
Business Tax	284,500	188,011	96,489	66.1%	171,863	16,148	9.40%
Licenses, Permits & Fees	4,217,350	3,475,017	742,333	82.4%	2,728,040	746,977	27.38%
Intergovernmental	4,083,300	4,415,010	(331,710)	108.1%	3,757,822	657,188	17.49%
Charges for Services	773,800	986,614	(212,814)	127.5%	889,204	97,410	10.95%
Fines & Forfeitures	73,000	49,557	23,443	67.9%	133,396	(83,839)	-62.85%
Miscellaneous Revenues	2,899,771	1,631,252	1,268,519	56.3%	1,305,311	325,941	24.97%
Transfers In	4,669,680	4,280,551	389,129	91.7%	4,095,410	185,141	4.52%
Use of Fund Balance	1,638,707	-	1,638,707	0.0%	-	-	0.00%
	\$ 37,753,928	\$ 33,158,799	\$ 4,595,129	87.8%	\$ 30,662,920	\$ 2,495,879	8.14%

General Fund Reserve – This category includes commitments made by the City Commission by resolution or Commission comments at the City Commission meeting. General Fund reserve balance is 18.31% as of August 2022. Taking into consideration tentative decisions made at the 2022-23 budget workshop, the projected fund balance is 12.12%.

Purpose	Amount	CC Meeting Date	Approval Process
Ormond Beach Memorial Art Museum Service Agreement increase	\$ 24,320	10/5/2021	Resolution 2021-159
Performing Art Center ECHO Match	\$ 600,000	10/5/2021	Commission Comments
Dr. Mary McLeod Bethune Statuary Fund	\$ 20,000	10/19/2021	Commission Comments
Mid-Contract Wage Adjustment	\$ 600,000	1/18/2022	Resolution 2022-15
Business Park Drive Phase II	\$ 300,000	6/7/2022	Commission Comments-CIP Workshop
South Ormond Neighborhood Center Gym	\$ 862,235	8/21/2021	Resolution 2021-120
Facilities Hardening	\$ 146,847	12/21/2021	Resolution 2022-6
JPA Conversation Land	\$ 161,000	8/16/2022	Discussion Item-Tentatively Approved

**Financial Status Report:
August 2022**

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for \$24.26 million of the General Fund gross budget. Expenditures through August 2022 were \$21.3 million or 87.8% of the budget amount.

Operating Expenditures - This category includes \$10.3 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through August 2022, \$9.1 million has been spent. Operating expenditures is an area of concern as many costs are exceeding projections. Fuel expenses to-date are \$629,068.79, this represents 170% of the budget for the 2021-22 fiscal year. Also, communication services (AT&T) has severely impacted divisions such as Support Services. Other commodities and services have seen similar price increases.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at \$173,235 which includes \$81,707 of economic development incentives. Of note the \$89,215 includes entities such as; Security First, Concentrated Aloe and Future Foods. \$131,271 has been expended year to date.

Transfers Out – The budget for transfers from the General Fund to other funds is \$2.8 million with \$2.6 million made through August 2022.

Financial Status Report: August 2022

General Fund Expenditures - August 2022

	Final Budget	YTD FY 2021-22	\$ Variance	% of Budget	YTD FY 2020-21	\$ Variance	% Variance
City Commission	\$ 394,168	\$ 322,388	\$ 71,780	81.8%	\$ 316,933	\$ 5,455	1.72%
City Administration	658,142	582,112	76,030	88.4%	606,680	(24,568)	-4.05%
Support Services	380,870	406,375	(25,505)	106.7%	342,688	63,687	18.58%
City Attorney	805,651	724,826	80,825	90.0%	731,972	(7,147)	-0.98%
Legislation & Policy	2,238,831	2,035,700	203,131	90.9%	1,998,273	37,427	1.87%
Finance	1,007,418	823,365	184,053	81.7%	859,991	(36,626)	-4.26%
Information Technology	1,029,282	757,285	271,997	73.6%	812,235	(54,950)	-6.77%
Human Resources	465,061	387,871	77,190	83.4%	369,366	18,505	5.01%
Planning	669,253	549,445	119,808	82.1%	555,153	(5,708)	-1.03%
Building Inspections	1,078,444	884,499	193,945	82.0%	976,916	(92,417)	-9.46%
Police Administration	947,704	811,003	136,701	85.6%	743,958	67,045	9.01%
Police Operations	6,093,571	5,206,639	886,932	85.4%	5,216,097	(9,458)	-0.18%
Community Outreach	523,971	461,351	62,620	88.0%	417,118	44,233	10.60%
Criminal Investigations	1,378,597	1,126,431	252,166	81.7%	1,152,335	(25,904)	-2.25%
Community Services	380,455	334,449	46,007	87.9%	300,567	33,882	11.27%
Records	172,361	155,305	17,056	90.1%	112,092	43,213	38.55%
Neighborhood Impr.	430,544	325,598	104,946	75.6%	329,966	(4,368)	-1.32%
Police	9,927,203	8,420,775	1,506,428	84.8%	8,272,133	148,642	1.80%
Fire	6,245,373	6,064,953	180,420	97.1%	6,091,696	(26,743)	-0.44%
Streets	2,227,185	1,932,602	294,583	86.8%	1,788,495	144,107	8.06%
Engineering	1,088,022	947,717	140,305	87.1%	892,410	55,307	6.20%
Fleet	1,380,289	1,521,041	(140,752)	110.2%	1,197,685	323,356	27.00%
Public Works	4,695,496	4,401,359	294,137	93.7%	3,878,590	522,769	13.48%
Economic Development	382,023	247,515	134,508	64.8%	272,367	(24,853)	-9.12%
Building Maintenance	826,057	732,334	93,723	88.7%	698,760	33,574	4.80%
Administration	731,473	642,336	89,137	87.8%	591,848	50,488	8.53%
Nova Recreation	321,410	289,790	31,620	90.2%	259,023	30,767	11.88%
S. Ormond Neigh. Center	278,969	242,586	36,383	87.0%	236,627	5,959	2.52%
Athletic Fields Mnt.	1,464,924	1,083,932	380,992	74.0%	1,135,317	(51,385)	-4.53%
Parks	2,326,992	2,014,466	312,526	86.6%	1,979,127	35,339	1.79%
Environmental Learning	155,789	132,043	23,746	84.8%	123,357	8,686	7.04%
The Casements	267,669	247,729	19,940	92.6%	244,433	3,296	1.35%
Performing Arts Center	273,166	248,938	24,229	91.1%	206,848	42,089	20.35%
Senior Center	97,399	67,918	29,481	69.7%	50,926	16,991	33.36%
Community Events	206,649	189,318	17,331	91.6%	165,055	24,263	14.70%
Leisure Services	6,950,497	5,891,388	1,059,109	84.8%	5,691,323	200,065	3.52%
Grants & Aid*	91,528	89,215	2,313	97.5%	89,607	(392)	-0.44%
Transfers	2,861,337	2,622,895	238,442	91.7%	1,328,065	1,294,830	97.50%
Vacancy Savings/Contingency	112,182	-	112,182	0.0%	-	-	0.00%
Total	\$ 37,753,928	\$ 33,176,266	\$ 4,577,662	87.9%	\$ 31,195,716	\$ 1,980,550	6.35%

Financial Status Report: August 2022

Downtown Redevelopment Trust

Revenues – Budgeted revenues are comprised of City, County, Hospital, and special district property taxes levied on property within the Downtown Redevelopment boundaries and amount to \$718,686 with \$810,205 collected year to date. The City's budgeted contribution is \$524,246.

Expenditures – A total of \$211,458 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - August 2022

	Final Budget	YTD FY 2021-22	\$ Variance	% of Budget	YTD FY 2020-21	\$ Variance	% Variance
Grant	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Local Units	718,686	810,205	(91,519)	112.7%	878,096	(67,891)	-7.7%
Miscellaneous	1,500	30	1,470	2.0%	320	(290)	-90.6%
Transfers In	524,246	480,557	43,689	91.7%	418,473	62,084	14.8%
Use of Fund Balance	885,169	-	885,169	0.0%	-	-	0.0%
	\$ 2,129,601	\$ 1,290,792	\$ 838,809	60.6%	\$ 1,296,889	\$ (6,097)	-0.47%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2021-22	\$ Variance	% of Budget	YTD FY 2020-21	\$ Variance	% Variance
Planning	\$ 85,000	\$ 65,970	\$ 19,030	77.6%	\$ 60,965	\$ 5,005	8.2%
Public Works	1,711,501	8,347	1,703,154	0.5%	80,227	(71,880)	-89.6%
Grants	100,000	-	100,000	0.0%	50,000	(50,000)	-100.0%
Leisure Services	233,100	137,325	95,775	58.9%	252,606	(115,281)	-45.6%
Contingency	-	-	-	0.0%	-	-	0.0%
	\$ 2,129,601	\$ 211,642	\$ 1,917,959	9.9%	\$ 443,798	\$ (232,156)	-52.31%

Financial Status Report: August 2022

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at \$2.525 million with \$2.4 received through August 2022.

Expenditures – The budget for stormwater maintenance is \$2.5 million with \$1.5 spent to date. Transfers of \$180,862 have also been made year to date.

Stormwater Fund Revenues - August 2022

	Final Budget	YTD FY 2021-22	\$ Variance	% of Budget	YTD FY 2020-21	\$ Variance	% Variance
Grants	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.00%
Stormwater Fees	2,525,000	2,351,549	173,451	93.1%	2,342,469	9,080	0.39%
Miscellaneous	6,000	89	5,911	1.5%	851	(762)	-89.54%
Intergovernmental	-	335,628	-	0.0%	642,854	(307,225)	-47.79%
Use of Fund Balance	-	-	-	0.0%	-	-	0.00%
	<u>\$ 2,531,000</u>	<u>\$ 2,687,266</u>	<u>\$ 179,362</u>	<u>106.2%</u>	<u>\$ 2,986,173</u>	<u>\$ (298,907)</u>	<u>-10.01%</u>

Stormwater Fund Expenditures

	Final Budget	YTD FY 2021-22	\$ Variance	% of Budget	YTD FY 2020-21	\$ Variance	% Variance
Maintenance	1,932,571	1,520,233	412,338	78.7%	2,108,436	(588,203)	-27.90%
Engineering Support	\$ 71,995	\$ -	\$ 71,995	0.0%	\$ -	\$ -	0.00%
Transfers Out	197,307	180,862	16,445	91.7%	194,414	(13,552)	-6.97%
Contingency	329,127	-	329,127	0.0%	-	-	0.00%
	<u>\$ 2,531,000</u>	<u>\$ 1,701,095</u>	<u>\$ 829,905</u>	<u>67.2%</u>	<u>\$ 2,302,850</u>	<u>\$ (601,755)</u>	<u>-26.13%</u>

Financial Status Report: August 2022

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at \$20.5 million with \$18.7 million collected year to date. The budget also includes \$350,055 in transfers.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of \$11.12 million with \$9 million expended to date. The budget also includes \$10.6 million in transfers of which \$9.7 million have been made through August 2022. Operating expenditures is an area of concern as many costs are exceeding projections. Chemical expenses have seen a 35%-50% increase in many areas. Other commodities and services have seen similar price increases within this fund.

Water/Wastewater Fund Revenues - August 2022

	Final Budget	YTD FY 2021-22	\$ Variance	% of Budget	YTD FY 2020-21	\$ Variance	% Variance
Water/Sewer Charges	\$ 20,455,000	\$ 18,717,779	\$ 1,737,221	91.5%	\$ 18,365,664	\$ 352,115	1.92%
Miscellaneous	55,000	3,740	51,260	6.8%	15,258	(11,518)	-75.49%
Transfers In	350,055	320,881	29,174	91.7%	394,097	(73,216)	-18.58%
Intergovernmental	-	16,322	-	0.0%	-	16,322	0.00%
Use of Fund Balance	950,000	-	950,000	0.0%	-	-	0.00%
	\$ 21,810,055	\$ 19,058,722	\$ 2,767,655	87.4%	\$ 18,775,018	\$ 283,704	1.51%

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2021-22	\$ Variance	% of Budget	YTD FY 2020-21	\$ Variance	% Variance
Utility Billing	\$ 2,340,003	\$ 1,483,560	\$ 856,443	63.4%	\$ 1,267,788	\$ 215,772	17.02%
Water Production	3,455,063	2,741,302	713,761	79.3%	2,724,152	17,150	0.63%
Water Distribution	1,147,329	1,041,419	105,910	90.8%	1,072,803	(31,384)	-2.93%
Wastewater Treatment	2,893,201	2,583,762	309,439	89.3%	2,656,315	(72,553)	-2.73%
Wastewater Collection	1,283,155	1,117,367	165,788	87.1%	1,175,869	(58,502)	-4.98%
Transfers Out	10,590,758	9,708,204	882,554	91.7%	11,584,221	(1,876,017)	-16.19%
Contingency	100,546	-	100,546	0.0%	-	-	0.00%
	\$ 21,810,055	\$ 18,675,614	\$ 3,134,441	85.6%	\$ 20,481,147	\$ (1,805,533)	-8.82%

Financial Status Report: August 2022

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date \$1,464,479 in franchise fees and \$7.6 million in user fees have been collected.

Expenditures – Personnel, operating, capital expenses and transfers expended to date are \$9 million.

Solid Waste Fund Revenues - August 2022

	Final Budget	YTD FY 2021-22	\$ Variance	% of Budget	YTD FY 2020-21	\$ Variance	% Variance
Franchise Fees	\$ 1,500,000	\$ 1,464,479	\$ 35,521	97.6%	\$ 1,318,836	\$ 145,643	11.04%
User Fees	7,940,000	7,630,774	\$ 309,226	96.1%	6,950,162	680,612	9.79%
Miscellaneous	1,000	694	\$ 306	69.4%	53,874	(53,180)	-98.71%
Intergovernmental	-	2,176		0.0%	41,422		0.00%
Use of Fund Balance	3,232	-	\$ 3,232	0.0%	-	-	0.00%
	<u>\$ 9,444,232</u>	<u>\$ 9,098,123</u>	<u>\$ 348,285</u>	<u>96.3%</u>	<u>\$ 8,364,293</u>	<u>\$ 773,075</u>	<u>9.24%</u>

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2021-22	\$ Variance	% of Budget	YTD FY 2020-21	\$ Variance	% Variance
Collection & Disposal	\$ 7,068,712	\$ 6,846,225	\$ 222,487	96.9%	\$ 5,722,991	\$ 1,123,234	19.63%
Recycling	1,096,778	1,028,457	68,321	93.8%	845,296	183,161	21.67%
Engineering	-	-	-	0.0%	-	-	0.00%
Transfers Out	1,278,742	1,172,182	106,560	91.7%	1,150,567	21,615	1.88%
Contingency	-	-	-	0.0%	-	-	0.00%
	<u>\$ 9,444,232</u>	<u>\$ 9,046,864</u>	<u>\$ 397,368</u>	<u>95.8%</u>	<u>\$ 7,718,854</u>	<u>\$ 1,328,010</u>	<u>17.20%</u>



Economic Development Monthly Report

7.R.f

September, 2022

Ormond Beach
August Employment

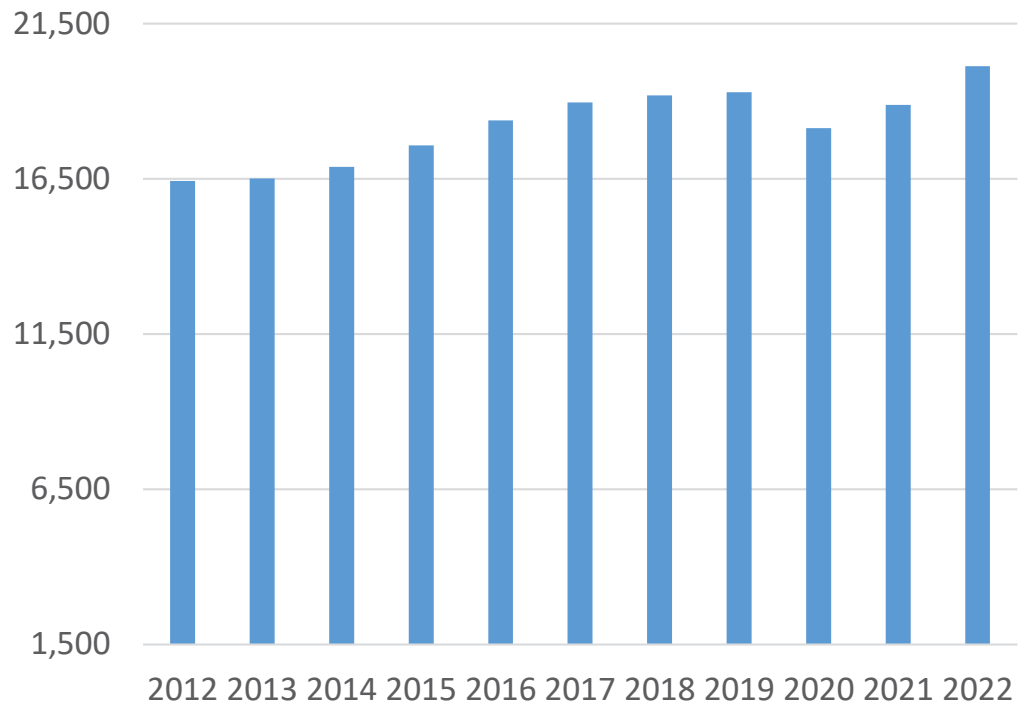
20,128

This is up 5.9% from last year

Ormond Beach
Unemployment Rate

2.6%

Ormond Beach Employment Trend



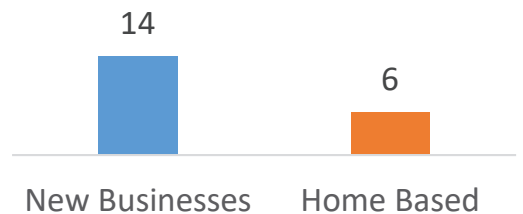
Total Permits Issued
September

364

Permit Valuation for
September

\$5.0m

Total OB Business Tax
Receipts in September



Commercial Real Estate Key Indicators

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate
Office	1,599,160	4.7%	\$20.18	5.0%
Industrial	2,917,103	0.6%	\$10.15	1.6%
Retail	4,169,541	3.1%	\$17.14	3.9%

*RBA = Rentable Building Area The number shown is the total RBA for all buildings in that asset class in Ormond Beach.



September, 2022

Notes and Updates:

- **Employment for August** was 20,128 up 5.9% from the same time last year. The unemployment rate is 2.6% which is down from 4.1% this time last year. Employment is up 4.4% (851) since January of this year. The sectors adding jobs in Volusia County continue to be Professional & Business Services, Manufacturing, and Financial Activities.
- **Permits and Business Tax Receipt** data for 2022 are trending positive. Total Permits issued through September 2022 is 4,641 with an associated construction value of \$112.3 million. Business Tax Receipts to new commercial businesses in Ormond Beach to May this year is 111 and 73 for Home Based Businesses.
- **The commercial real estate market** remains competitive regionally. Vacancy is low among all the asset classes especially within industrial and retail. Vacancy rates continue to tighten as inventory among industrial space is harder to find. Rental rates continue to have year-over-year increases as supply is tighter demand increases. There has been high activity generally across the Volusia County area within commercial real estate.
- **Now is a good time** for business to see how they compare to industry competitors. SizeUp Ormond Beach is a free tool available to Ormond Beach businesses that allows small businesses access to data and market research to rank their business performance to industry competitors. The tool can also be used to identify suppliers and Business to Business customers. It can be accessed at the following link: <https://sizeup.info/ormondbeach>
- **Doing Business In Ormond Beach** is available. The magazine serves as a reference for entrepreneurs and business owners to navigate the process of starting and expanding a business in Ormond Beach. Hard copies are available by request and digital e-book is available on the following website: <https://www.ormondbeach.org/918/Doing-Business-in-Ormond-Beach>.

Thank you,
Brian Rademacher
Economic Development Director



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: October 18, 2022

Subject: Zoning Map Amendment, Volusia County Parcels - Plantation Oaks Blvd. & Old Dixie Highway

Commission Goal: Community Development - Other

Introduction

This is a request from the County of Volusia for a zoning map amendment for a 33.31± acre property generally located at Old Dixie Highway and Plantation Oaks Boulevard, Volusia County parcels: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100, from Ormond Beach Planned Residential Development (PRD) and Volusia County R-3 (Urban Single-Family) to Ormond Beach Special Environmental (SE).

Background

The subject property includes three parcels as follows: (1) 3124-00-00-0022 - existing zoning of Ormond Beach PRD, (2) 3239-03-17-0130 - Volusia County R-3 and, (3) 3239-03-07-0100 - existing zoning of Ormond Beach PRD. Parcels 3124-00-00-0022 and 3239-03-07-0100 were formerly part of the Plantation Oaks PRD and total of 33.10± acres. This land area has an existing conservation area dedicated to the St. Johns River Water Management District for 175 feet that abuts the Old Dixie Highway right-of-way. The two parcels were purchased by Volusia County for parkland and land preservation. The 33.10 acres were removed from the Plantation Oaks PRD with Ordinance 2022-16 and are now being assigned land use and zoning designations consistent with the parkland and land preservation purpose. Parcel 3239-03-17-0130 was also acquired by Volusia County and is 0.21 acres. This parcel is to be combined with the 33.10± acres for parkland and land preservation purposes. Parcel 3239-03-17-0130 required annexation which was adopted with Ordinance 2022-24 on August 16, 2022. The application for the land use and zoning amendments states, "The County is planning to build a passive recreational trail through the property to compliment the Ormond Scenic Loop". The property is within the National Gardens Development of Regional Impact.

Discussion

On September 21, 2022, the City Commission approved a Comprehensive Plan land use map amendment with Ordinance 2022-29 for the three parcels from Ormond Beach “Low Density Residential” and Volusia County “Urban Low Intensity” to Ormond Beach “Recreation/Open Space”. Section 2-02 of the Land Development Code, Future land use map designations and zoning districts, states that the SE zoning district is consistent with the “Recreation/Open Space” land use.

PLANNING BOARD REVIEW

The Planning Board reviewed the zoning map amendment at the August 11, 2022 meeting and recommended approval with a 5-0 vote. There were no individuals who spoke for or against the amendment. The Planning Board minutes are attached to this item.

Budget Impact

There is no budget impact as the result of this zoning map amendment.

Citizen Impact

There is no citizen impact anticipated with this zoning map amendment. The application seeks to align the zoning with the land use and the intended purpose of land preservation and parkland use, such as a recreational trail.

Recommendation

It is recommended the City Commission approve the zoning map amendment for a 33.31± acre property generally located at Old Dixie Highway and Plantation Oaks Boulevard, Volusia County parcels: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100, from Ormond Beach PRD (Planned Residential Development) and Volusia County R-3 (Urban Single-Family) to Ormond Beach SE (Special Environmental).

Attachments:

- 22-32 VC Parkland Parcels, ZMA (P22-0153G) (PDF)
- Exhibit A, Legal Description (PDF)
- Exhibit B, VC_PO_AMEND_ZONING (PDF)
- 08.11.2022, VC parkland parcels, zoning, PB staff report (PDF)
- 08.11.2022, PB minutes - VC Parkland Zoning Map Amendment (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 9/22/2022



Claire Whitley, Assistant City Manager 10/11/2022**APPROVED BY:**

Joyce A. Shanahan, City Manager 10/12/2022

ORDINANCE NO. 2022-32

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE THREE PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 33.31 ACRES GENERALLY LOCATED AT OLD DIXIE HIGHWAY AND PLANTATION OAKS BOULEVARD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBERS: 3124-00-00-0022, 3239-03-17-0130, AND 3239-03-07-0100, FROM ORMOND BEACH PRD (PLANNED RESIDENTIAL DEVELOPMENT) AND VOLUSIA COUNTY R-3 (URBAN SINGLE-FAMILY) TO ORMOND BEACH SE (SPECIAL ENVIRONMENTAL); AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the County of Volusia (“Property Owner”) is the fee simple owner of certain real property consisting of approximately 33.31± acres and being generally located at Old Dixie Highway and Plantation Oaks Boulevard, Ormond Beach, Florida (Volusia County Property Appraiser parcel numbers: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100), which is legally described and depicted in Exhibit “A” (“Property”) attached hereto and incorporated herein, and

WHEREAS, the Property Owner submitted an application to amend the City's Official Zoning Map for the Property from Ormond Beach PRD (Planned Residential Development) and Volusia County R-3 (Urban Single-Family) to Ormond Beach SE (Special Environmental), and

WHEREAS, the Property to be re-zoned is more than ten contiguous acres, consisting of approximately 33.13 contiguous acres, and

WHEREAS, the Planning Board held a public hearing regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(3), of the *Land Development Code*, and

WHEREAS, the City Commission held a public hearing regarding this matter as required by Section 166.041(3)(c)(2), *Florida Statutes*, and

WHEREAS, all applicable legal notice requirements have been complied with, and

WHEREAS, the City Commission finds the proposed rezoning to be consistent with the Future Land Use Element, and the Future Land Use Map, of the City's adopted *Comprehensive Plan*, now therefore,

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND
BEACH, FLORIDA, THAT:**

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. Paragraph C, Official Zoning Map, of Section 2-01, Established, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida is hereby amended by amending the Official Zoning Map, to change the zoning designation of real property consisting of approximately 33.31± acres and being generally located at Old Dixie Highway and Plantation Oaks Boulevard, Ormond Beach, Florida (Volusia County Property Appraiser parcel numbers: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100), said property being described and depicted in Exhibit “A”, from Ormond Beach PRD (Planned Residential Development) and Volusia County R-3 (Urban Single-Family) to Ormond Beach SE (Special Environmental) as shown and depicted in Exhibit “B”.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. This Ordinance shall be effective immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 18th day of October, 2022.

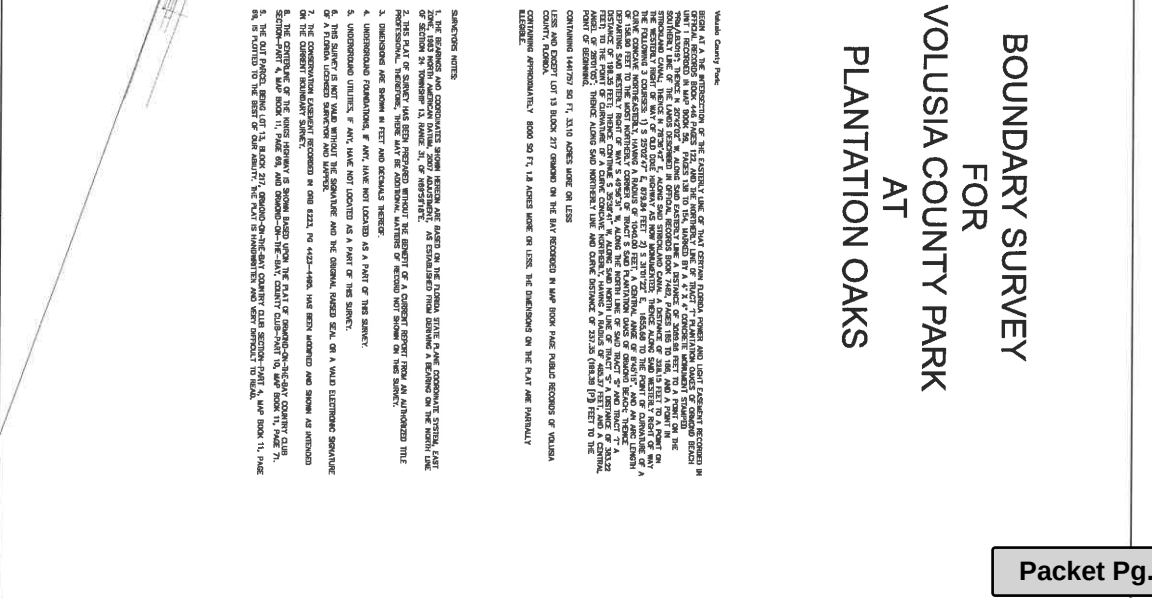
PASSED UPON at the second and final reading of the City Commission, this 1st day of November, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Packet Pg. 554

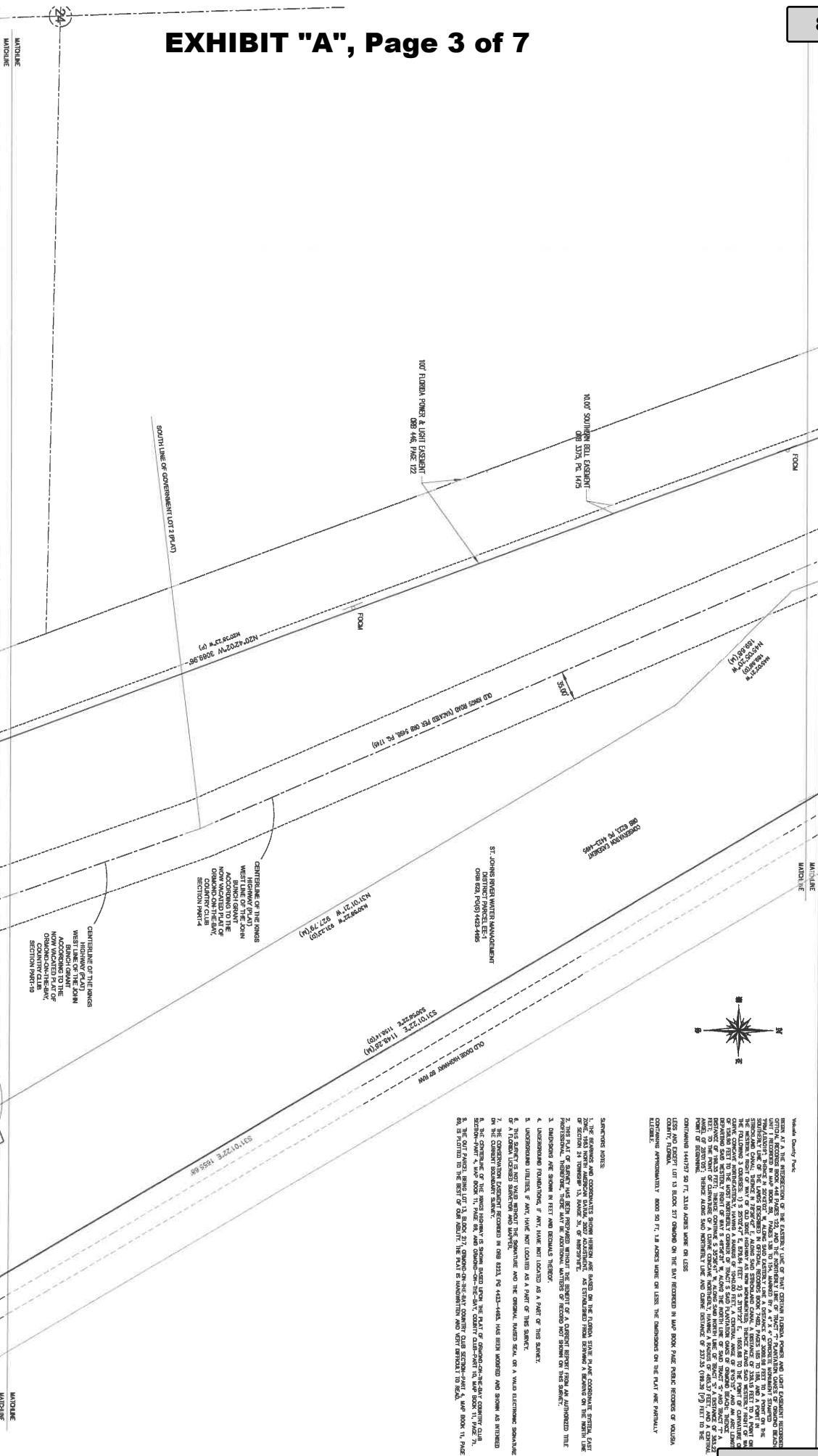
[illegible]

8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF SECOND-CLASS COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 68, AND OTHER-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.

9. THE OUT PARCEL, BEING LOT 13, BLOCK 217, GRAND-OLD-TIME COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 68, IS PLOTTED TO THE BEST OF OUR ABILITY, THE PLAT BEING HANDWRITTEN AND VERY DIFFICULT TO READ.



LT	ELIMINATION
INV	INVEST
€	COST/DOLLAR

[illegible][illegible]

SLINGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
10000 W. 11th Avenue, Suite 100
Westminster, CO 80040
Phone: 303.440.9800
www.slingerandassociates.com
LICENSED BUSINESS CERTIFICATION NUMBER 2019

**VOLISIA COUNTY PARK AT
PLANTATION OAKS
ORMOND BEACH, FL**

FOR: COUNTY OF VOLISIA

[illegible]

**BOUNDARY
SURVEY**

J.E. ZWERTZ, P.L.S., NO. 4048
FLORIDA SURVEYING BOARD
C/O VAN DUSEN, P.O. BOX 8149
TALLAHASSEE, FL 32304
MICHAEL S. MERRITT, P.L.S., NO. 6238
FLORIDA SURVEYING BOARD
C/O VAN DUSEN, P.O. BOX 8149
TALLAHASSEE, FL 32304

EXHIBIT "A", Page 4 of 7

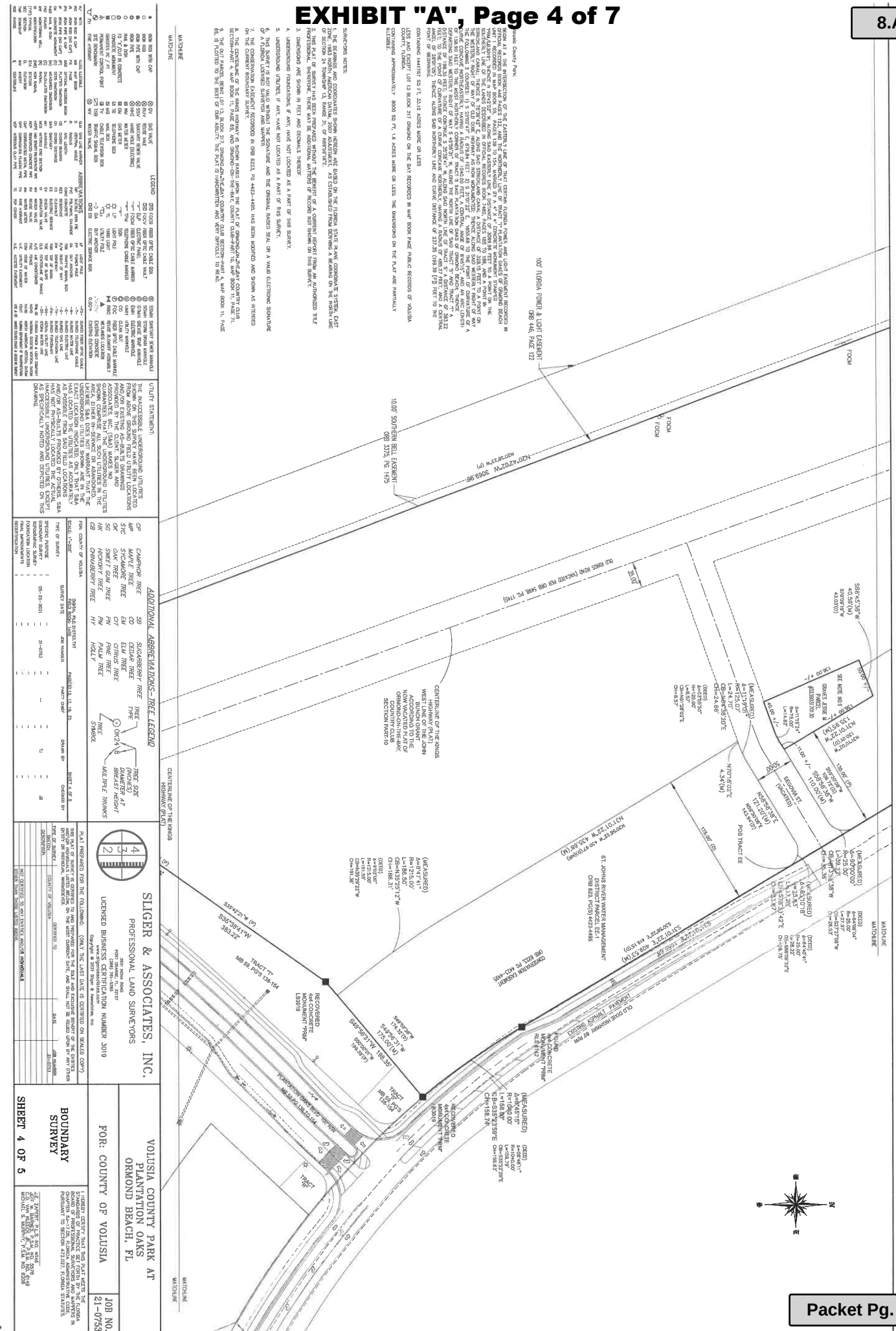
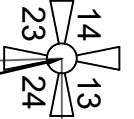


EXHIBIT "A", Page 6 of 7



POINT OF COMMENCEMENT
NW CORNER SECTION 24,
TOWNSHIP 13 SOUTH,
RANGE 31 EAST
FOUND 4"x4" CM (NO ID)

S89°57'37"E
530.94'

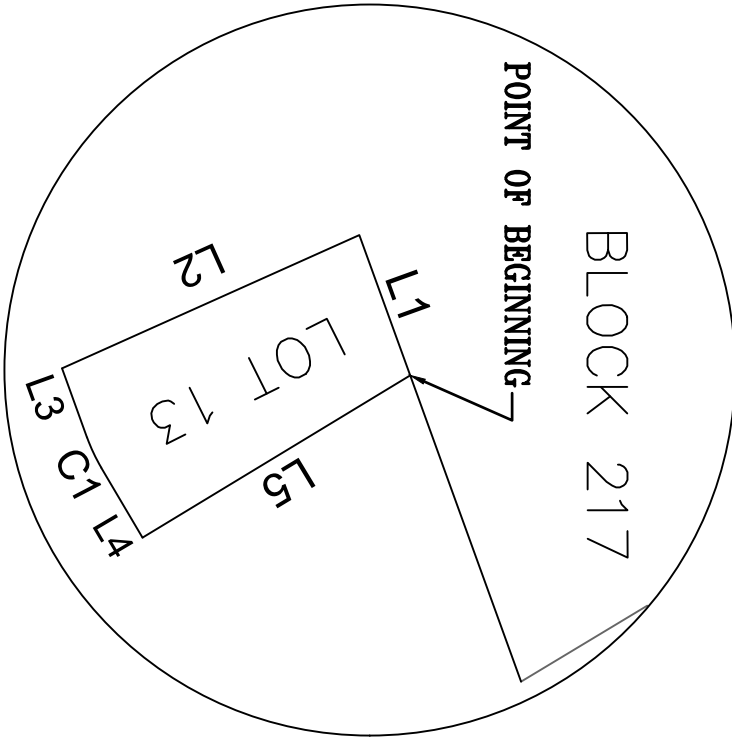
S39°18'33"E
970.33'

S79°15'13"E
1984.77'

N78°39'47"E
641.29'

S24°59'47"E
879.74'

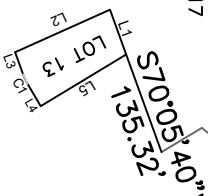
OLD DIXIE HIGHWAY (80' PUBLIC R/W)
S30°58'22"E
1067.22'



Line Table		
Line #	Length	Direction
L1	61.94'	S70° 05' 40"W
L2	135.37'	S24° 08' 31"E
L3	30.50'	N70° 05' 40"E
L4	33.68'	N59° 26' 28"E
L5	130.01'	N31° 13' 42"W

Curve Table			
Curve #	Length	Radius	Delta
C1	13.95'	75.00'	10° 39' 16"

BLOCK 217



NO.	DATE	REVISIONS	BY

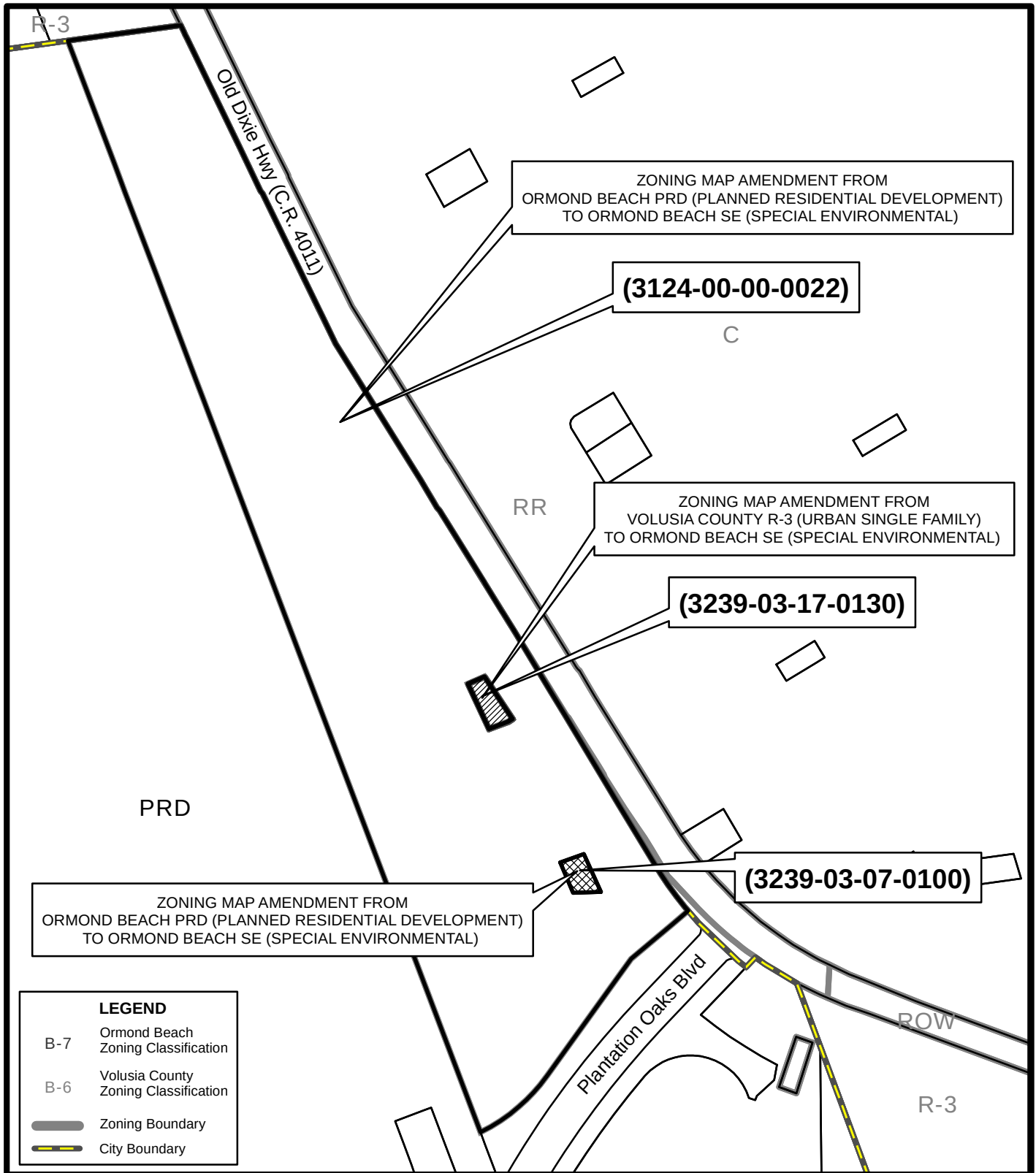
City of Ormond Beach		Engineering Division
DATE:	06/23/2022	PROJECT NO.:
SCALE:	N.T.S.	FILE NAME:
DRAWN BY:	CO	SHEET: 2 OF 2

EXHIBIT "A", Page 7 of 7**DESCRIPTION:**

LOT 13, BLOCK 217, ORMOND ON THE BAY, OR 8201, PG 0825, AS RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

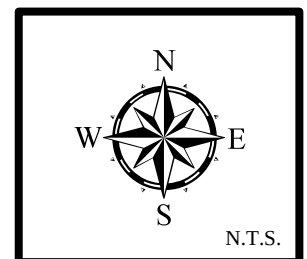
FROM A POINT OF COMMENCEMENT, SAID POINT BEING THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S89°57'37"E ALONG THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 641.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (AN 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1067.22 FEET; THENCE S70°05'40"W DEPARTING SAID RIGHT-OF-WAY LINE A DISTANCE OF 135.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S70°05'40"W A DISTANCE OF 61.94 FEET; THENCE S24°08'31"E A DISTANCE OF 135.37 FEET; THENCE N70°05'40"E A DISTANCE OF 30.50 FEET TO A POINT OF CURVATURE CONCAVE TO THE NORTH, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF N64°46'04"E, A CHORD LENGTH OF 13.95 FEET, AND A CENTRAL ANGLE OF 10°39'16", THENCE 13.93 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEROF; THENCE N59°26'28"E DEPARTING SAID CURVE A DISTANCE OF 33.68 FEET; THENCE N31°13'42"W A DISTANCE OF 130.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 9,354 S.F. OF 0.21 ACRES MORE OR LESS



ZONING MAP
(3124-00-00-0022)
& (3239-03-17-0130) & (3239-03-07-0100)

Prepared By: The City of Ormond Beach
 G.I.S. Department - July 19, 2022



STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: August 11, 2022

SUBJECT: Volusia County parkland parcels: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100 generally located at Old Dixie Highway and Plantation Oaks Boulevard – Zoning Map Amendment

APPLICANT: County of Volusia

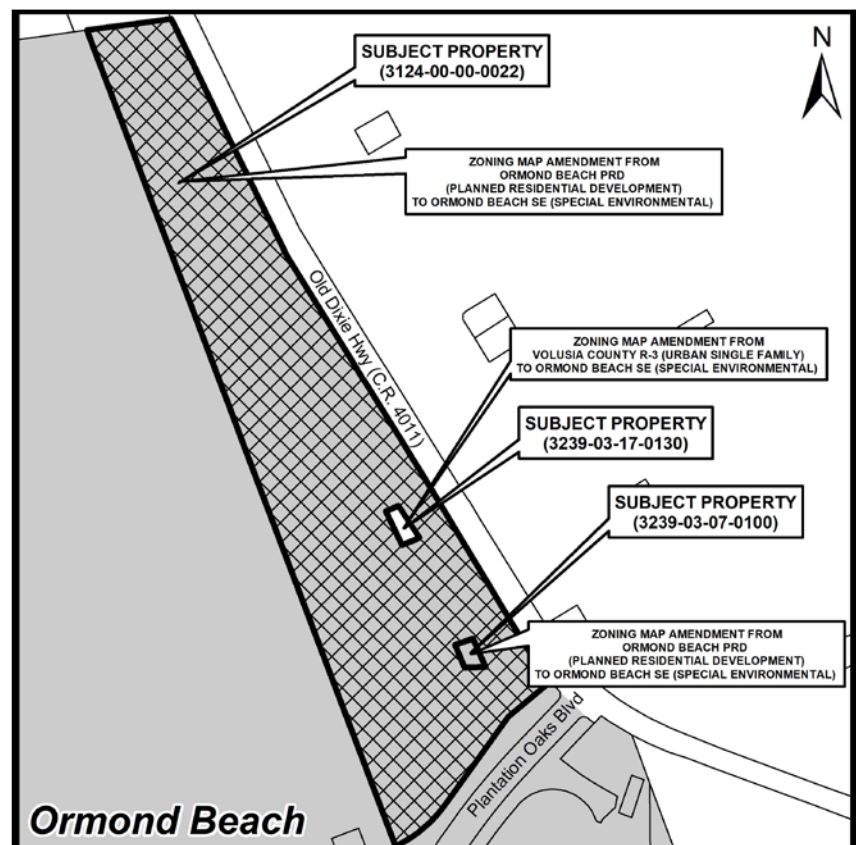
NUMBER: RZ 2022-058

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request from the County of Volusia for a Zoning Map amendment for a 33.31± acre property generally located at Old Dixie Highway and Plantation Oaks Boulevard, Volusia County parcels: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100, from Ormond Beach PRD (Planned Residential Development) and Volusia County R-3 (Urban Single-Family) to Ormond Beach SE (Special Environmental). The subject property is shown in Exhibit 1:

EXHIBIT 1: Volusia County parkland parcels:

3124-00-00-0022;
3239-03-17-0130; and
3239-03-07-0100



BACKGROUND: The subject property includes three parcels as follows:

EXHIBIT 2: Existing land uses:

Parcel	Existing land use
3124-00-00-0022	Ormond Beach PRD (Planned Residential Development)
3239-03-17-0130	Volusia County R-3 (Urban Single-Family)
3239-03-07-0100	Ormond Beach PRD (Planned Residential Development)

Parcels 3124-00-00-0022 and 3239-03-07-0100 were formerly part of the Plantation Oaks Planned Residential Development and total of 33.10± acres. This land area has an existing conservation area dedicated to the St. Johns River Water Management District for 175' that abuts the Old Dixie Highway right-of-way. The two parcels were purchased by Volusia County for parkland and land preservation. The 33.10 acres were removed from the Plantation Oaks Planned Residential Development with Ordinance 2022-16 and are now being assigned land use and zoning designations consistent with the parkland and land preservation purpose. Parcel 3239-03-17-0130 was also acquired by Volusia County and is 0.21 acres. This parcel is to be combined with the 33.10± acres for parkland and land preservation purposes. Parcel 3239-03-17-0130 required annexation which is scheduled for the August 3, 2022 and August 16, 2022 City Commission meetings. The application for the land use and zoning amendments states, "The County is planning to build a passive recreational trail through the property to compliment the Ormond Scenic Loop". The property is within the National Gardens Development of Regional Impact. The proposed land use is "Recreation/Open Space" and the proposed zoning would be SE, Special Environmental.

The former Ormond Beach parcels were originally part of the Plantation Oaks Planned Residential Development. The Plantation Oaks subdivision was amended to take out this land area based on the purchase of Volusia County. The 0.21-acre parcel with the Volusia County zoning designation of R-3 (Urban Single-Family) has the following purpose and intent: The purpose and intent of the R-3 Urban Single-Family Residential Classification, is to provide medium-low-density residential developments, preserving the character of existing or proposed residential neighborhoods. As stated above the intent of the parcel is to build a passive recreational trail through the property to compliment the Ormond Scenic Loop. Section 2-08 of the Ormond Beach Land Development Code states the purpose of the proposed SE (Special Environmental) zoning district is:

"To protect persons and private property from the hazards of floodwater inundation and to conserve important natural, ecological, historic, or unique resources for the enjoyment and education of current and future residents, while providing for limited public or commercial outdoor activities and facilities such as equestrian trails, campgrounds, commercial recreation facilities and other centralized outdoor facilities. This classification is primarily intended to be applied to environmentally sensitive lands, public lands, lands held in trust for future open space use or lands

held by nonprofit organizations or homeowners' associations and intended for open space uses.”

Section 2-08 of the Land Development Code, the SE (Special Environmental) zoning district is included in ATTACHMENT 4.

Application process: The proposed land use amendment schedule of the subject property is as follows:

EXHIBIT 3: Tentative land use amendment schedule:

Action	Date
Planning Board	August 11, 2022
City Commission 1 st Reading	October 18, 2022
City Commission 2 nd Reading	November 1, 2022

The following public notices have or are required to occur:

EXHIBIT 4: Public Notice:

Public Notice	Date	Notes
Certified abutter letters for Planning Board	July 26, 2022	300' radius
Newspaper advertisement for Planning Board	July 29, 2022	
Abutter letters for City Commission meetings	Scheduled October 3, 2022	300' radius
Newspaper advertisement for City Commission, 1 st reading	Scheduled October 7, 2022	
Newspaper advertisement for City Commission, 2 nd reading	Scheduled October 21, 2022	

The project has also been posted on the city website under the Planning Department at:
(1) Development Reports, <https://www.ormondbeach.org/247/Development-Projects> and
(2) Public Hearing Advertisements and Notices, <https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice>.

CONCLUSION/CRITERIA FOR APPROVAL:

Section 1-15(D)(3) of the Land Development Code states that the Planning Board shall review non-planned development rezonings based on the Development Order criteria in Section 1-18(E) of the Land Development Code which are analyzed below:

- The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare, or quality of life.**

The purpose of the zoning map amendment is to assign a SE (Special Environmental) zoning designation. The SE (Special Environmental) is consistent with the public ownership of the property and the intended uses of a recreational trail and land preservation. The zoning map amendment will not adversely affect public health, safety, welfare, or the quality of life.

2. The proposed development is consistent with the Comprehensive Plan.

The Future Land Use Map designation is undergoing an amendment to "Recreation/Open Space". Section 2-02 of the Land Development Code, Future land use map designations and zoning districts states that the SE (Special Environmental) zoning district is consistent with the "Recreation/Open Space" land use. The city recently adopted the Park & Recreation Master Plan update. The update demonstrated that passive recreational trails and land preservation were high priorities. The proposed land use is consistent with the intended use of the property and the Goals, Objectives, and Policies of the Comprehensive Plan.

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The purpose of Volusia County land purchase was the protection of environmental resources. The subject property has an existing conservation easement of 175' and with the purchase, the land preservation would extend to the FPL easement. The proposed zoning map amendment will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

This proposed zoning map amendment will not have an impact on adjoining properties.

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

There is no development proposed so the criterion is not applicable.

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.

There is no development proposed so the criterion is not applicable.

7. The proposed development is functional in the use of space and aesthetically acceptable.

There is no development proposed so the criterion is not applicable.

8. The proposed development provides for the safety of occupants and visitors.

There is no development proposed so the criterion is not applicable.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

There is no development proposed so the criterion is not applicable.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

Section 1-18(E)(3) of the Land Development Code states that the City Commission shall consider rezonings based on the consistency with the Comprehensive Plan. The proposed zoning is consistent with the city's Comprehensive Plan and the intended use of the property.

RECOMMENDATION:

Staff recommends that the Planning Board recommend **APPROVAL** to the City Commission for a Zoning Map amendment for a 33.31± acre property generally located at Old Dixie Highway and Plantation Oaks Boulevard, Volusia County parcels: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100, from Ormond Beach PRD (Planned Residential Development) and Volusia County R-3 (Urban Single-Family) to Ormond Beach SE (Special Environmental).

Attachments:

ATTACHMENT 1: Applicant information

ATTACHMENT 2: Zoning, Land Use, Location and Aerial maps

ATTACHMENT 3: Sketch & legal description of Volusia County parcel number 3239-03-17-0130

ATTACHMENT 4: Section 2-08, SE (Special Environmental)

ATTACHMENT 1

Applicant information



March 30, 2022

Mr. Steven Spraker
Planning Director
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, FL 32174

Subject: CPA and Rezoning Request
County Park Donation – Plantation Oaks PRD

Dear Mr. Spraker:

Please find attached a Public Hearing Application for the County Park Donation associated with the Plantation Oaks PRD. We have included the deeds, survey, and property record cards for Parcel #s 3214-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100. The county is planning to build a passive recreational trail through the property to compliment the Ormond Scenic Loop.

Let me know if there is an additional application that needs to be filed to obtain a conditional use permit to allow the trail to be constructed and maintained by the County Parks Department. If you have any questions or need additional information to process our Public Hearing Application, please feel free to contact me at the number below. As always, it is a pleasure working with our colleagues at the City of Ormond Beach.

Sincerely,

Trish Smith, AICP
Planning and Development Services Division
123 West Indiana Avenue, Room 202
DeLand, FL 32720-4604
(386) 736-5959. Extension 12943
pssmith@volusia.org



Updated October 1, 2021

City of Ormond Beach Public Hearing Application

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

(386) 676-3238

www.ormondbeach.orgcomdev@ormondbeach.org

INSTRUCTIONS

Public hearing applications require City Commission action with many types being reviewed by the Planning Board to provide a recommendation. Some public hearing items require site plan review. Please complete the application and fee worksheet. Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.

PROJECT INFORMATION

Project Type:*	CPA and rezoning	*Complete fee sheet (page 3)
Project Name:	County Park Donation Plantation Oaks PUD	
Project Address:	2602 Old Dixie Highway, Ormond Beach, FL 32174	
Volusia County parcel number(s):	3124-00-00-0022, 3239-03-17-0130, 3239-03-07-0100	
Description:	1) Future land use change from Low Density Residential (LDR) to Recreation/Open Space (R/OS); 2) Rezoning from Planned Residential Development (PRD) and Rural Residential (RR) to Special Environment (SE) zoning district for development of a recreational trail along the Ormond Scenic Loop.	
Pre-application date:	see email 3/28/22- Spraker	Pre-application waiver granted: Spraker email 3/28/22

PROJECT COORDINATOR

Name:	Trish Smith, AICP, Volusia County Planning and Development Services
Address:	123 West Indiana Avenue, Room 202
City, State, Zip code:	DeLand, FL 32720-4604
Telephone:	386-736-5959, ext 12943
E-mail:	pssmith@volusia.org

APPLICANT INFORMATION

Same as project coordinator	☐	Same as property owner	☒
Name:	George Recktenwald, County Manager, County of Volusia		
Address:	123 West Indiana Avenue		
City, State, Zip code:	DeLand, FL 32720		
Telephone:	386 736-5920		
E-mail:	grecktenwald@volusia.org		

PROPERTY OWNER

Same as project coordinator	☐	Same as property owner	☒
Name:	County of Volusia		
Address:	123 West Indiana Avenue		
City, State, Zip code:	DeLand, FL 32720		
Telephone:			
E-mail:			

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:	Trish Smith	E-mail:	pssmith@volusia.org
Name:	Clay Ervin	E-mail:	cervin@volusia.org
Name:	Carol McFarlane	E-mail:	cmcfarlane@volusia.org
Name:		E-mail:	

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: _____

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 30th day of MARCH, 2022, by George Reckterwald as County Manager (title*) for County of Volusia (name of corporation*), who () provided _____ as identification, or (☒) who is personally known to me.



INGRID RODRIGUEZ MONTOYA
Commission # HH 031024
Expires September 30, 2024
Bonded Thru Budget Notary Services

Ingrid F. Montoya
Notary Public, State of Florida

My Commission Expires: 9-30-2024

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.



Updated October 1, 2021

City of Ormond Beach Public Hearing Application Fees

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

(386) 676-3238

www.ormondbeach.org

comdev@ormondbeach.org

INSTRUCTIONS

Site plan submittals require the submittal of applications per Ordinance 2021-30, codified in Section 8-10, Application processing fees, of the Code of Ordinances. All applications shall calculate the fees which shall be verified by city staff. **Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.**

PUBLIC HEARING FEES (Ordinance 2021-30 - Section 8-10 of Code of Ordinances)

Check all that apply	SPRC reviews	Fee	Advertising	Total fee
☐	Annexation	No fee	No fee	No fee
☐	Annexation Agreement	No fee	No fee	No fee
☒	Comprehensive Plan, small area amendment	\$2,000	\$1,025	\$3,025
☐	Comprehensive Plan, large-scale amendment	\$2,000	\$2,250	\$4,250
☐	Concurrency, traffic impact analysis	\$3,000 (deposit)	NA	\$3,000
☐	Development of Regional Impact amendment	\$600	\$2,250	\$2,850
☐	Planned Development	\$2,500	\$2,400	\$4,900
☐	Planned Development, major amendment	\$1,000	\$2,400	\$3,400
☐	Regulatory amendment, zoning map, under 10 acres	\$1,500	\$850	\$2,350
☒	Regulatory amendment, zoning map, over 10 acres	\$1,500	\$1,050	\$3,150
☐	Regulatory amendment, LDC amendment	\$1,000	\$700	\$1,700
☐	Regulatory amendment, LDC amendment (zoning districts)	\$1,000	\$1,500	\$2,500
☐	Special Exception	\$850	\$850	\$1,700
☐	Special Exception, CRA	\$400	\$850	\$1,250
☐	Street vacation	\$500	\$1,925	\$2,425
☐	Subdivision, Preliminary plat	\$1,500 plus \$25 per lot	NA	\$1,500 plus \$25 per lot
☐	Subdivision, Final plat	\$1,000 plus \$25 per lot	\$350	\$1,350 plus \$25 per lot
☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☐	Other:			
TOTALS:				\$0 *per Steve Spraker

Volusia County Park

Removed from PUD

7/20/2021 9:08:23 AM Instrument #2021169069 #1 Book:

8.A.d

Doc Stamps \$6,916.00 Transfer Amt \$988,000.00

This Instrument Prepared By:
Jeffrey P. Brock, Esq.
SMITH BIGMAN BROCK, P.A.
444 Seabreeze Boulevard
Suite 900
Daytona Beach, FL 32118
(386) 254-6875

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 16th day of July, 2021 between PLANTATION OAKS OF ORMOND BEACH, LLC, a Florida limited liability company, f/k/a PLANTATION OAKS OF ORMOND BEACH, LC, whose post office address is P. O. Box 1626, Ormond Beach, FL 32175, Grantor, to THE COUNTY OF VOLUSIA, a political subdivision of the State of Florida, whose post office address is 123 West Indiana Avenue, DeLand, FL 32720, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2021 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Jeffrey P. Brock

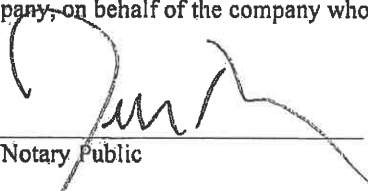
Pam Clifton
Pam Clifton

PLANTATION OAKS OF ORMOND BEACH, LLC,
a Florida limited liability company

By: *Parker K. Mynchenberg*
Parker K. Mynchenberg, Manager

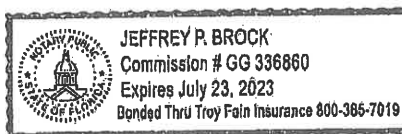
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 16th day of July, 2021 by Parker K. Mynchenberg, in his capacity as Manager of Plantation Oaks of Ormond Beach, LLC, a Florida limited liability company, on behalf of the company who is personally known.



Signature of Notary Public

[NOTARY SEAL]



**First American****Exhibit A**

ISSUED BY

First American Title Insurance Company

File No: 1062-5342766

Issuing Office File Number: VL21-012

The land referred to herein below is situated in the County of VOLUSIA, State of Florida, and described as follows:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 122, AND THE NORTHERLY LINE OF TRACT "T" PLANTATION OAKS OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 59, PAGES 138 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED "PRM/LB3019"; THENCE N 20°42'02" W, ALONG SAID EASTERLY LINE A DISTANCE OF 3069.96 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 185 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 78°36'42" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 25°02'47" E, 879.84 FEET 2) S 31°01'22" E, 1655.68 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF [REDACTED] AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°56'31" W, ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "T" A DISTANCE OF 198.35 FEET; THENCE CONTINUE S 35°38'41" W, ALONG SAID NORTH LINE OF TRACT "S" A DISTANCE OF 383.22 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 485.37 FEET, AND A CENTRAL ANGLE OF 28°01'05"; THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (199.39 [P]) FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND - ON - THE - BAY OAKWOOD PARK SECTION -- PART FOUR, RECORDED IN MAP BOOK 11 PAGE 69, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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DR-506 R. 04/16

Rule 12D-16.002

Florida Administrative Code

Eff. 04/16

Tax deed file number: 07860-14

Parcel ID number: 323903170130

TAX DEED**VOLUSIA County, Florida**

Tax Certificate numbered 7860-14 issued on 06/01/2014 was filed in the office of the tax collector of Volusia County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the cost and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 8th day of February, 2022 the land was offered for sale. It was sold to **COUNTY OF VOLUSIA** address **123 W. INDIANA AVE. ROOM 402 DELAND, FL 32720**, who was the highest bidder and has paid the sum of the bid as required by law.

The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State.

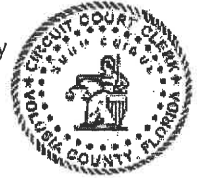
Description of lands:

LOT 13 BLK 217 ORMOND ON THE BAY

On **FEBRUARY 9, 2022** in Volusia County, Florida, for the sum of (\$3,100.00) Three Thousand One Hundred Dollars Dollars, the amount paid as required by law.

LAURA E. ROTH

Clerk of the Circuit Court of Volusia County



By: L. Diggs
Lori Diggs, Deputy Clerk
Volusia County, Florida

Witness:

Janet Graves
Janet Graves

Kristin Dumph
Kristin Dumph

State of Florida
County of Volusia

On this 9TH day of FEBRUARY, 2022 before me, Amanda Letter, personally appeared Lori Diggs, Deputy Clerk of the Circuit Court or County Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be of their own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal on the date aforesaid.



AMANDA LETTER
Commission # GG 254299
Expires December 29, 2022
Bonded Thru Budget Notary Services

Amanda Letter
Amanda Letter



Volusia County Property Appraiser
 123 W. Indiana Ave., Rm. 102
 DeLand, FL 32720
 Phone: (386) 736-5901 Web: vcpa.vcgov.org

Parcel 1

Property Summary

Alternate Key: 8014506
Parcel ID: 312400000022
Township-Range-Section: 13 - 31 - 24
Subdivision-Block-Lot: 00 - 00 - 0022
Business Name:
Owner(s): COUNTY OF VOLUSIA - C - County; County School District - 100
Mailing Address On File: 123 W INDIANA AVE
 DELAND FL 32720
Physical Address: OLD DIXIE HWY, ORMOND BEACH 32174
Building Count: 0
Neighborhood: 2534 - NORTHERN VOLUSIA ACREAGE
Subdivision Name:
Property Use: 8600 - COUNTY
Tax District: 201-ORMOND BEACH
2020 Certified Millage Rate: 17.5978
Homestead Property: No
Agriculture Classification: No
Short Description: 24-13-32 IRREG PARCEL AS DESCRIBED IN OR 8086 PG 17 MEAS 328
 .15 FT ON N/L & MEAS 3069.96 FT ON W/L & LYING W OF OLD DIXIE HWY

Property Values

Tax Year:	2022 Working	2021 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$0	\$0
Land Value:	\$208,801	\$208,801
Just/Market Value:	\$208,801	\$208,801

Working Tax Roll Values by Taxing Authority

Values shown below are the 2022 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2021 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	\$208,801	\$208,801	\$208,801	\$0	1.5000	\$0.00
0012 DISCRETIONARY	\$208,801	\$208,801	\$208,801	\$0	0.7480	\$0.00
0011 REQ LOCAL EFFORT	\$208,801	\$208,801	\$208,801	\$0	3.5540	\$0.00
0050 GENERAL FUND	\$208,801	\$208,801	\$208,801	\$0	5.3812	\$0.00
0055 LIBRARY	\$208,801	\$208,801	\$208,801	\$0	0.5174	\$0.00
0520 MOSQUITO CONTROL	\$208,801	\$208,801	\$208,801	\$0	0.1781	\$0.00
0530 PONCE INLET PORT AUTHORITY	\$208,801	\$208,801	\$208,801	\$0	0.0845	\$0.00
0058 VOLUSIA ECHO	\$208,801	\$208,801	\$208,801	\$0	0.2000	\$0.00
0057 VOLUSIA FOREVER	\$208,801	\$208,801	\$208,801	\$0	0.2000	\$0.00
0059 VOLUSIA FOREVER I&S 2005	\$208,801	\$208,801	\$208,801	\$0	0.0000	\$0.00
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$208,801	\$208,801	\$208,801	\$0	0.0320	\$0.00
0100 HALIFAX HOSPITAL AUTHORITY	\$208,801	\$208,801	\$208,801	\$0	0.9529	\$0.00
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$208,801	\$208,801	\$208,801	\$0	0.2189	\$0.00
0180 ORMOND BEACH	\$208,801	\$208,801	\$208,801	\$0	3.9128	\$0.00
0182 ORMOND BEACH I&S 2003	\$208,801	\$208,801	\$208,801	\$0	0.0290	\$0.00
0184 ORMOND BEACH I&S 2010	\$208,801	\$208,801	\$208,801	\$0	0.0890	\$0.00
					17.5978	\$0.00

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount	Estimated Ad Valorem Tax:	\$0.00
				Estimated Non-Ad Valorem Tax:	\$0.00
				Estimated Taxes:	\$0.00
				Estimated Tax Amount without SOH/10CAP ⑦	\$3,674.44

Where your tax dollars are going:

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2021	\$208,801	\$0	\$208,801	\$208,801	\$0	\$208,801	\$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	9910-OVER 100 AC	N	A-ACRE		32.7531				6,375	\$208,801
Total Land Value:										\$208,801

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
Total Miscellaneous Value:						\$0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
8086 / 0017	2021169069	07/16/2021	WD-WARRANTY DEED	UNQUALIFIED	VACANT	\$988,000

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created	Annexed
24-13-32 IRREG PARCEL AS DESCRIBED IN OR 8086 PG 17 MEAS 328.15 FT ON N/L & MEAS 3069.96 FT ON W/L & LYING W OF OLD DIXIE HWY	201	13 - 31 - 24	00 - 00 - 0022	17-AUG-21	2020

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount
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Property Summary

Alternate Key: 2990163
Parcel ID: 323903170130
Township-Range-Section: 13 - 32 - 39
Subdivision-Block-Lot: 03 - 17 - 0130
Business Name:
Owner(s): COUNTY OF VOLUSIA - C - County; County School District - 100
Mailing Address On File: 123 W INDIANA AVE ROOM 402
DELAND FL 32720
Physical Address: SEGOVIA (PAPER) ST, ORMOND BEACH 32174
Building Count: 0
Neighborhood: 2536 - ORMOND ON THE BAY (3239-01)
Subdivision Name:
Property Use: 0000 - VACANT RES
Tax District: 200-UNINCORPORATED - NORTHEAST
2020 Certified Millage Rate: 19.5165
Homestead Property: No
Agriculture Classification: No
Short Description: LOT 13 BLK 217 ORMOND ON THE BAY PER OR 8201 PG 0825

parcel 2

Property Values

Tax Year:	2022 Working	2021 Final	2020 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$0	\$0	\$0
Land Value:	\$1,800	\$1,800	\$1,800
Just/Market Value:	\$1,800	\$1,800	\$1,800

Working Tax Roll Values by Taxing Authority

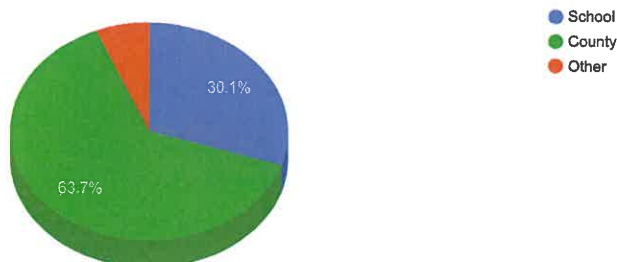
Values shown below are the 2022 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2021 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	\$1,800	\$1,800	\$0	\$1,800	1.5000	\$2.70
0012 DISCRETIONARY	\$1,800	\$1,800	\$0	\$1,800	0.7480	\$1.35
0011 REQ LOCAL EFFORT	\$1,800	\$1,800	\$0	\$1,800	3.5540	\$6.40
0510 FIRE DISTRICT	\$1,800	\$1,800	\$0	\$1,800	3.8412	\$6.91
0050 GENERAL FUND	\$1,800	\$1,800	\$0	\$1,800	5.3812	\$9.69
0055 LIBRARY	\$1,800	\$1,800	\$0	\$1,800	0.5174	\$0.93
0520 MOSQUITO CONTROL	\$1,800	\$1,800	\$0	\$1,800	0.1781	\$0.32
0530 PONCE INLET PORT AUTHORITY	\$1,800	\$1,800	\$0	\$1,800	0.0845	\$0.15
0310 VOLUSIA COUNTY MSD	\$1,800	\$1,800	\$0	\$1,800	2.1083	\$3.79
0058 VOLUSIA ECHO	\$1,800	\$1,800	\$0	\$1,800	0.2000	\$0.36
0057 VOLUSIA FOREVER	\$1,800	\$1,800	\$0	\$1,800	0.2000	\$0.36
0059 VOLUSIA FOREVER I&S 2005	\$1,800	\$1,800	\$0	\$1,800	0.0000	\$0.00
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$1,800	\$1,800	\$0	\$1,800	0.0320	\$0.06
0100 HALIFAX HOSPITAL AUTHORITY	\$1,800	\$1,800	\$0	\$1,800	0.9529	\$1.72
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$1,800	\$1,800	\$0	\$1,800	0.2189	\$0.39
					19.5165	\$35.13

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount	Estimated Ad Valorem Tax:	\$35.13
				Estimated Non-Ad Valorem Tax:	\$0.00
				Estimated Taxes:	\$35.13
				Estimated Tax Amount without SOH/10CAP	\$35.13

Where your tax dollars are going:



Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2021	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2020	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2019	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2018	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2017	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2016	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2015	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2014	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2013	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0021-VAC NO STREET	N	U-UNIT	1					1,800	\$1,800
Total Land Value:										\$1,800

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
Total Miscellaneous Value:						\$0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
8201 / 0825	2022031259	02/09/2022	TD-TAX DEED	UNQUALIFIED	VACANT	\$3,100

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
LOT 13 BLK 217 ORMOND ON THE BAY PER OR 8201 PG 0825	200	13 - 32 - 39	03 - 17 - 0130	22-DEC-81

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount
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Volusia County Property Appraiser
 123 W. Indiana Ave., Rm. 102
 DeLand, FL 32720
 Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key: 2990091
 Parcel ID: 323903070100
 Township-Range-Section: 13 - 32 - 39
 Subdivision-Block-Lot: 03 - 07 - 0100

Business Name:
 Owner(s): COUNTY OF VOLUSIA - C - County; County School District - 100
 Mailing Address On File: 123 W INDIANA AVE
 DELAND FL 32720

Physical Address: SAN REMO (PAPER) ST, ORMOND BEACH 32174

Building Count: 0
 Neighborhood: 2536 - ORMOND ON THE BAY (3239-01)

Subdivision Name:
 Property Use: 8000 - VACANT GOVERNMENTAL
 Tax District: 201-ORMOND BEACH
 2020 Certified Millage Rate: 17.5978
 Homestead Property: No
 Agriculture Classification: No
 Short Description: LOT 10 BLK 207 ORMOND ON THE BAY MB 11 PGS 42-59 IN PER OR 5
 247 PG 1123 PER OR 5247 PG 1126 PER OR 6150 PGS 1708-1715 PE
 R OR 8086 PG 0017

Parcel 3

Property Values

Tax Year:	2022 Working	2021 Final	2020 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	\$0	\$0	\$0
Land Value:	\$1,800	\$1,800	\$1,800
Just/Market Value:	\$1,800	\$1,800	\$1,800

Working Tax Roll Values by Taxing Authority

Values shown below are the 2022 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2021 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017 CAPITAL IMPROVEMENT	\$1,800	\$1,800	\$1,800	\$0	1.5000	\$0.00
0012 DISCRETIONARY	\$1,800	\$1,800	\$1,800	\$0	0.7480	\$0.00
0011 REQ LOCAL EFFORT	\$1,800	\$1,800	\$1,800	\$0	3.5540	\$0.00
0050 GENERAL FUND	\$1,800	\$1,800	\$1,800	\$0	5.3812	\$0.00
0055 LIBRARY	\$1,800	\$1,800	\$1,800	\$0	0.5174	\$0.00
0520 MOSQUITO CONTROL	\$1,800	\$1,800	\$1,800	\$0	0.1781	\$0.00
0530 PONCE INLET PORT AUTHORITY	\$1,800	\$1,800	\$1,800	\$0	0.0845	\$0.00
0058 VOLUSIA ECHO	\$1,800	\$1,800	\$1,800	\$0	0.2000	\$0.00
0057 VOLUSIA FOREVER	\$1,800	\$1,800	\$1,800	\$0	0.2000	\$0.00
0059 VOLUSIA FOREVER I&S 2005	\$1,800	\$1,800	\$1,800	\$0	0.0000	\$0.00
0065 FLORIDA INLAND NAVIGATION DISTRICT	\$1,800	\$1,800	\$1,800	\$0	0.0320	\$0.00
0100 HALIFAX HOSPITAL AUTHORITY	\$1,800	\$1,800	\$1,800	\$0	0.9529	\$0.00
0060 ST JOHN'S WATER MANAGEMENT DISTRICT	\$1,800	\$1,800	\$1,800	\$0	0.2189	\$0.00
0180 ORMOND BEACH	\$1,800	\$1,800	\$1,800	\$0	3.9128	\$0.00
0182 ORMOND BEACH I&S 2003	\$1,800	\$1,800	\$1,800	\$0	0.0290	\$0.00
0184 ORMOND BEACH I&S 2010	\$1,800	\$1,800	\$1,800	\$0	0.0890	\$0.00
					17.5978	\$0.00

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount	Estimated Ad Valorem Tax:	\$0.00
				Estimated Non-Ad Valorem Tax:	\$0.00
				Estimated Taxes:	\$0.00
				Estimated Tax Amount without SOH/10CAP ①	\$31.68

Where your tax dollars are going:

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2021	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2020	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2019	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2018	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2017	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2016	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2015	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2014	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0
2013	\$1,800	\$0	\$1,800	\$1,800	\$0	\$1,800	\$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0021-VAC NO STREET	N	U-UNIT	1					1,800	\$1,800
Total Land Value:										\$1,800

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
Total Miscellaneous Value:						\$0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
8086 / 0017	2021169069	07/16/2021	WD-WARRANTY DEED	UNQUALIFIED	VACANT	\$988,000
6150 / 1708	2007248880	08/22/2007	QC-QUIT CLAIM DEED	UNQUALIFIED	VACANT	\$100
5247 / 1123	2004017307	07/25/2003	WD-WARRANTY DEED	UNQUALIFIED	VACANT	\$7,000,000
5247 / 1126	2004017308	07/23/2003	WD-WARRANTY DEED	UNQUALIFIED	VACANT	\$100

Property Description

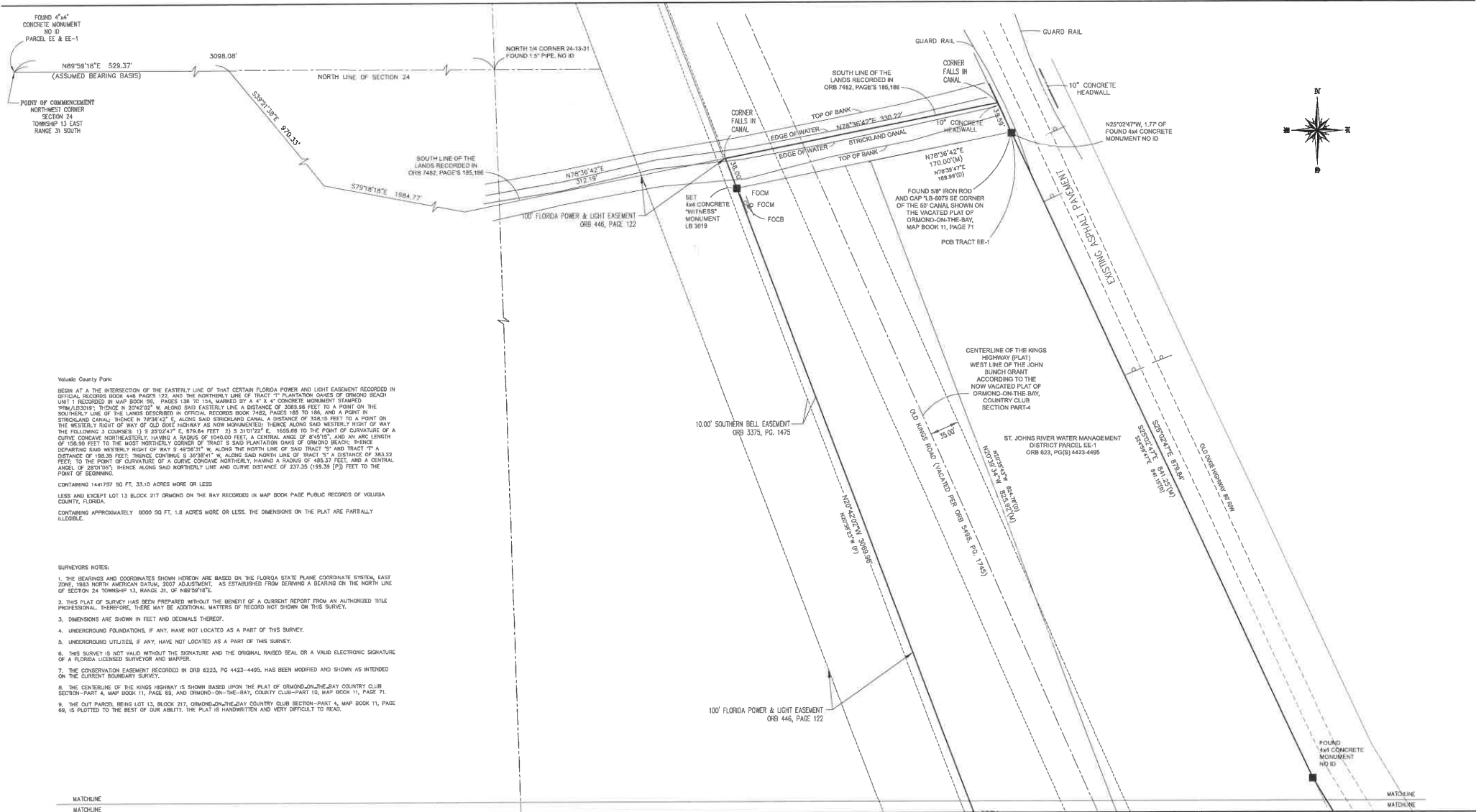
NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

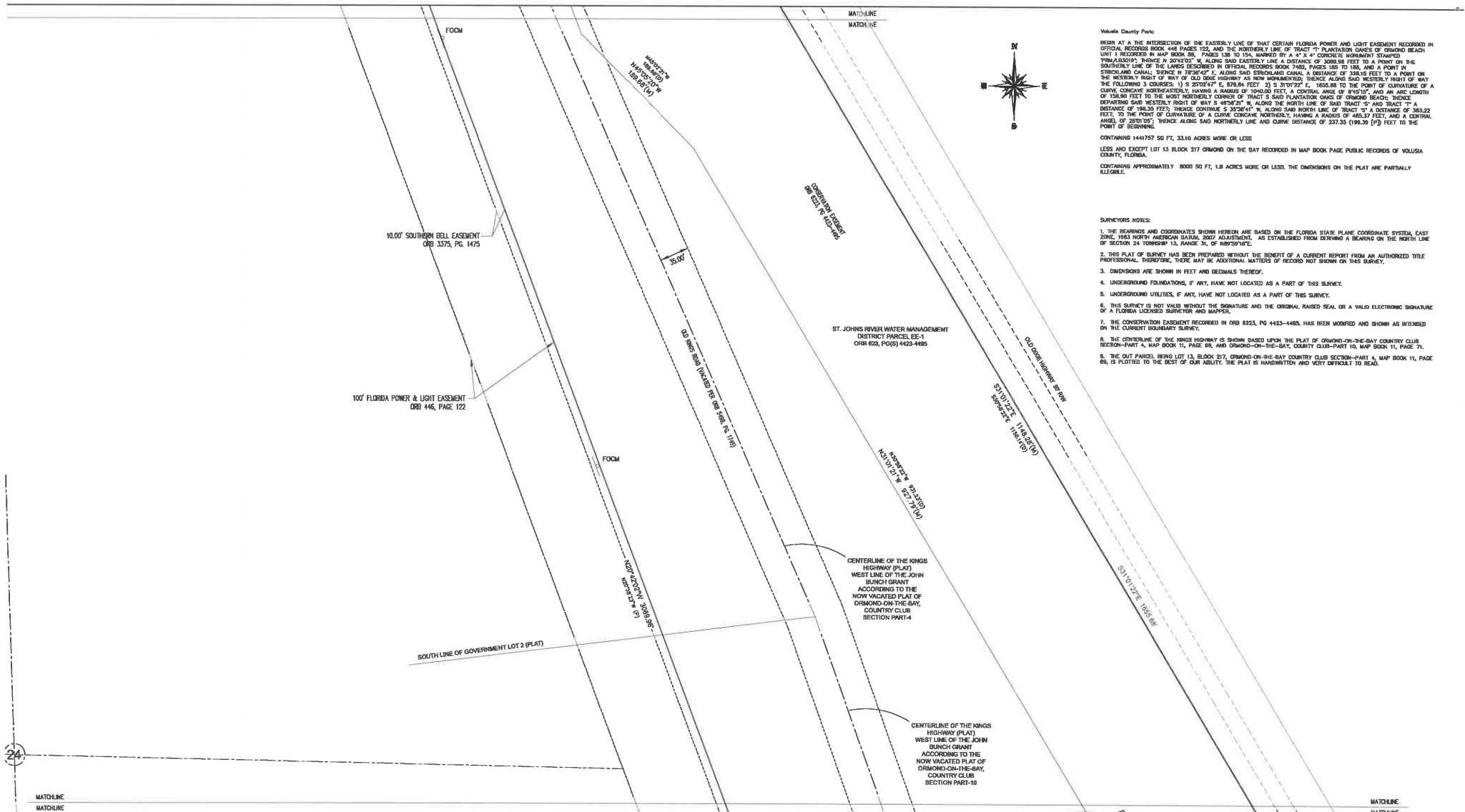
Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created	Annexed
LOT 10 BLK 207 ORMOND ON THE BAY MB 11 PGS 42-59 IN PER OR 5247 PG 1123 PER OR 5247 PG 1126 PER OR 6150 PGS 1708-1715 PER OR 8086 PG 0017	201	13 - 32 - 39	03 - 07 - 0100	22-DEC-81	2020

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount
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[illegible]



Volusia County Parks
BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN
OFFICIAL RECORDS BOOK 448 PAGES 122, AND THE NORTHERLY LINE OF TRACT "P" PLANTATION OWNED BY ORMOND BEACH
UNIT 1 RECORDED IN MAP BOOK 85, PAGES 138 TO 139, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED
PRM/AB301915 THENCE IN 20°15'07" W. ALONG SAID EASTERLY LINE A DISTANCE OF 308.94 FEET TO A POINT ON THE
SOUTHERLY LINE OF THE LINES DESCRIBED IN OFFICIAL RECORDS BOOK 1425, PAGES 105 TO 106, AND A POINT IN
STIRKLAND CANAL THENCE IN 78°36'47" E. ALONG SAID STIRKLAND CANAL A DISTANCE OF 234.16 FEET TO A POINT ON THE
WESTERLY RIGHT OF WAY OF OLD STATE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY
THE FOLLOWING 3 COURSES: 1) S 25°04'47" E, 879.94 FEET 2) S 31°01'22" E, 1655.68 TO THE POINT OF CURVATURE OF A
CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 1°10'15", AND AN ARC LENGTH
OF 124.00 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OWNED BY ORMOND BEACH; THENCE
DEPARTING SAID WESTERLY RIGHT OF WAY S 48°54'21" W. ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "P"
A DISTANCE OF 198.33 FEET; THENCE CONTINUE S 35°28'41" W. ALONG SAID NORTH LINE OF TRACT "S" A DISTANCE OF 383.22
FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 485.37 FEET, AND A CENTRAL
ANGLE OF 28°01'05"; THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (198.33 + 38.02) FEET TO THE
POINT OF BEGINNING.

CONTAINING 1441757.50 FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND ON THE BAY RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA
COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 18000.50 FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY
ILLEGIBLE.

- SURVEYOR'S NOTES:
1. THE BEARINGS AND COORDINATES SHOWN HEREIN ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 13, RANGE 34, OF 88°59'51" E.
 2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
 3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
 4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
 5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
 6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 7. THE CONSERVATION EASEMENT RECORDED IN ORB 8233, PG 4423-4485, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
 8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 88, AND ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 10, MAP BOOK 11, PAGE 71.
 9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 88, IS PLOTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

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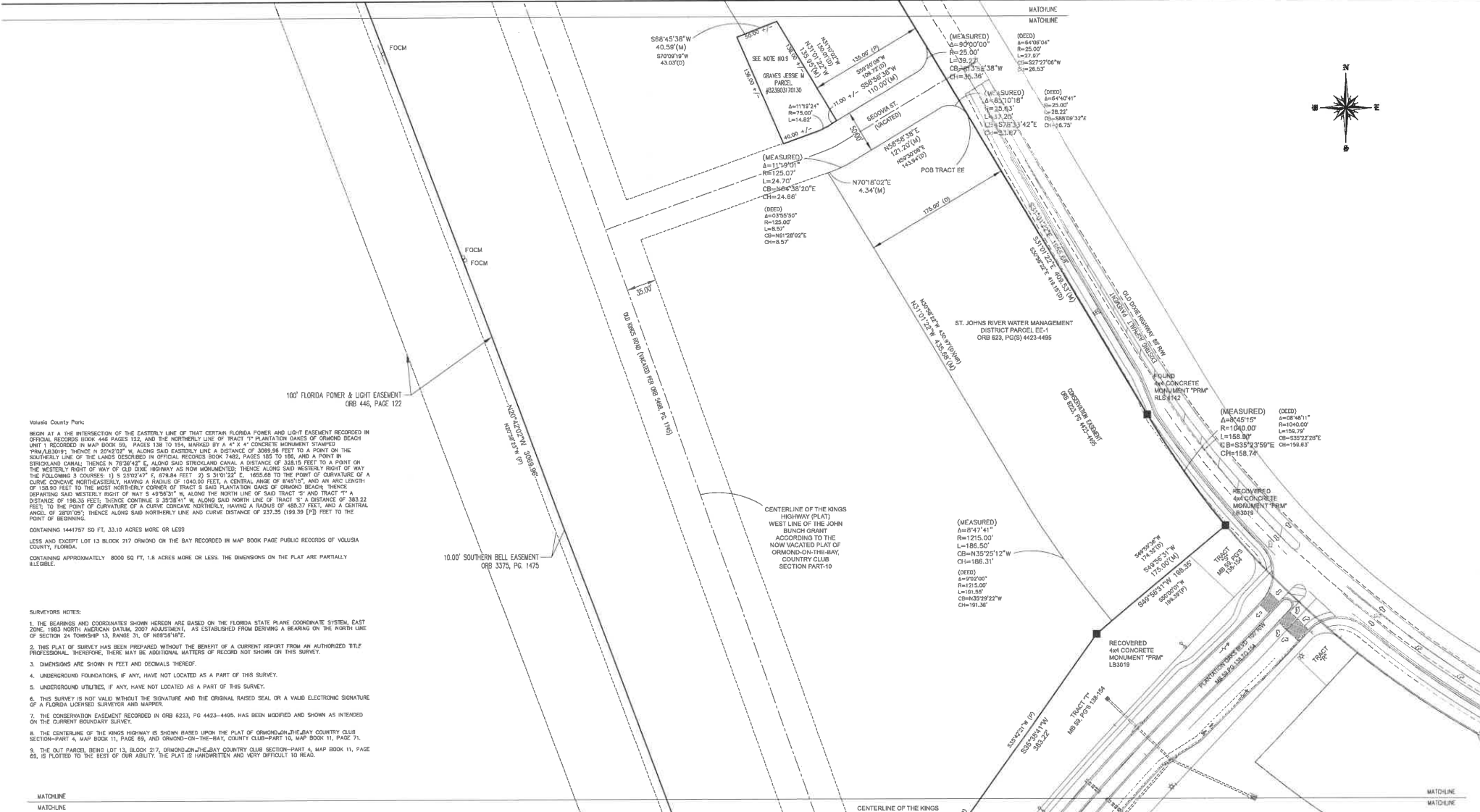
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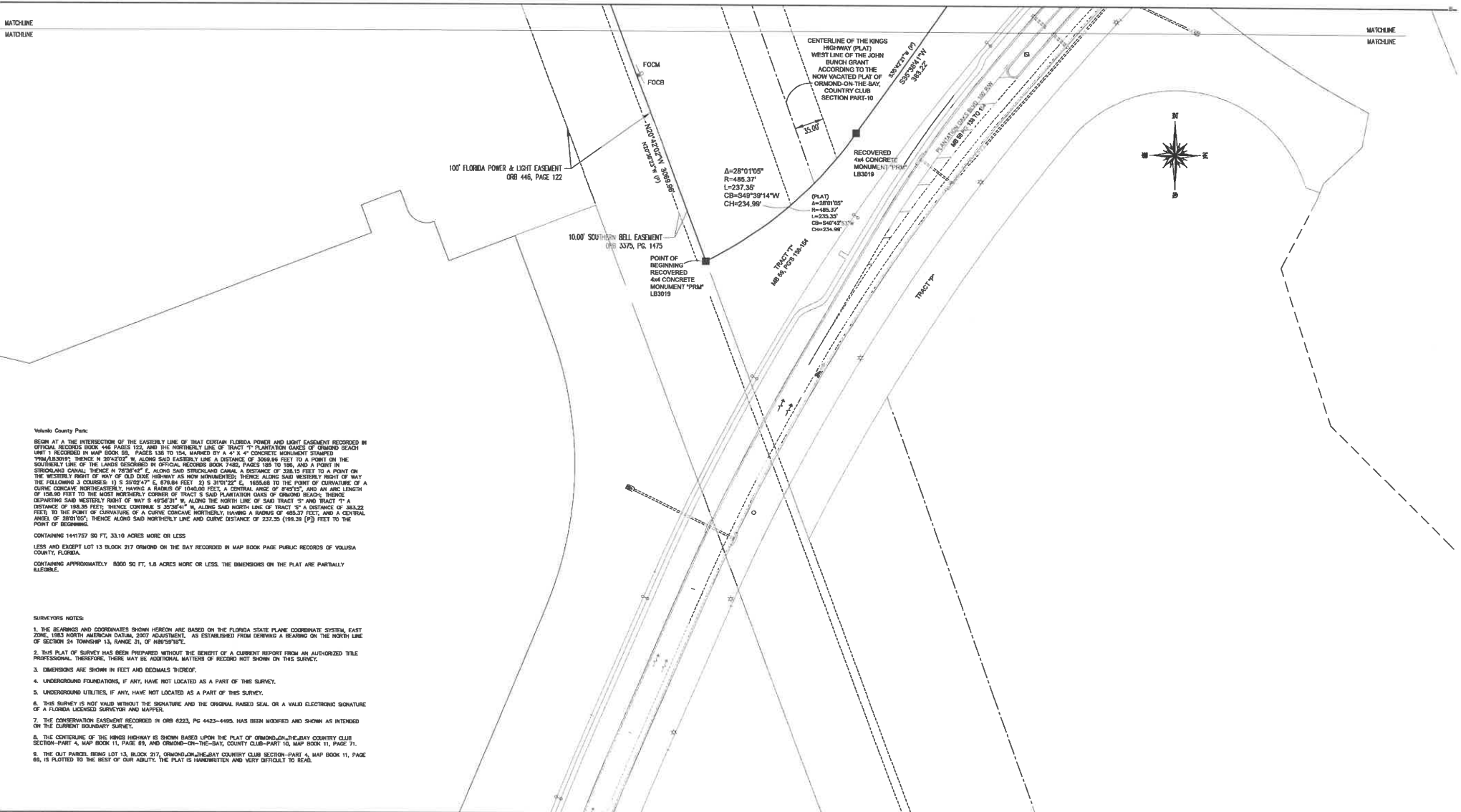
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Volusia County Park:
BEING AT THE INTERSECTION OF THE EASTERN LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECOVERED IN
OFFICIAL RECORDS BOOK 446, PAGE 122, AND THE NORTHERLY LINE OF TRACT "T" PLANTATION OAKS OF ORMOND BEACH
UNIT 1 RECORDED IN MAP BOOK 58, PAGES 138 TO 134, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED
"VOLUSIA", THENCE N 20°20'27" W, ALONG SAID EASTERN LINE A DISTANCE OF 108.00 FEET TO A POINT ON THE
SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 139 TO 136, AND A POINT IN
SIRICOLA CANAL, THENCE S 20°20'27" E, ALONG SAID SIRICOLA CANAL, A DISTANCE OF 323.15 FEET TO A POINT ON THE
WESTERLY RIGHT OF WAY OF OLD DOSE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY
THE FOLLOWING 3 COURSES: 1) S 20°20'27" E, 478.00 FEET, S 2) S 30°20'27" E, 108.00 FEET TO THE POINT OF CURVATURE OF A
CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 89°47'37", AND AN ARC LENGTH
OF 158.00 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH, THENCE
DEPARTING SAID WESTERLY RIGHT OF WAY S 49°56'31" W, ALONG THE NORTH LINE OF SAID TRACT S" AND TRACT "T" A
DISTANCE OF 108.00 FEET, THENCE CURVING S 20°20'27" W, ALONG SAID NORTH LINE OF TRACT "T" A DISTANCE OF 384.22
FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 483.27 FEET, AND A CENTRAL
ANGLE OF 28°10'10", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 227.35 (199.38 [P]) FEET TO THE
POINT OF BEGINNING.

CONTAINING 1441757 50 FT, 33.10 ACRES MORE OR LESS
LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND ON THE BAY RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA
COUNTY, FLORIDA,
CONTAINING APPROXIMATELY 8000 50 FT, 1.8 ACRES MORE OR LESS, THE DIMENSIONS ON THE PLAT ARE PARTIALLY
ALLEGABLE.

- SURVEYOR'S NOTES:
1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 34, TOWNSHIP 13, RANGE 31, OF HURSTCREEK.
 2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL, THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
 3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
 4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
 5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
 6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL, RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 7. THE CONSERVATION EASEMENT RECORDED IN ORD 8223, PG 4423-4495, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
 8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 83, AND ORMOND-ON-THE-BAY COUNTRY CLUB-PART 10, MAP BOOK 11, PAGE 71.
 9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 83, IS PLOTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

IRON ROD WITH CAP		○ D.V. GAS VALVE	○ DSR FOCUS IRON OPTIC CABLE BOX	○ SSMR: SWARTZ SENDER MARKER	UTILITY STATEMENT: THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILT DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILT DRAWINGS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.									
IRON PIPE WITH CAP		○ DSRV: SANITARY SENDER VALVE	--- CLP: ELECTRIC PANEL	○ STMH: STORM DRAIN MARKER										
IRON PIPE		○ D.V. LAMB IRON (BURIED)	--- FOCB: IRON OPTIC CABLE MARKER	○ STMH: STORM DRAIN MARKER										
NAIL & ROD		○ D.V. NAIL IRON	--- TPA: TELEPHONE CABLE MARKER	○ STMH: STORM DRAIN MARKER										
TO "X" JAW IN CONCRETE		○ D.V. GAS METER	○ L.P. LIGHT POLE	○ STMH: STORM DRAIN MARKER										
CONCRETE MONUMENT		○ D.V. BELLY PUMP BOX	○ L.V. LAMB VALVE	○ STMH: STORM DRAIN MARKER										
SENDER'S PC / FT		○ D.V. NAIL BOX	○ L.V. LAMB VALVE	○ STMH: STORM DRAIN MARKER										
PREMARKED CENTER POINT		○ D.V. CABLE TELEPHONE BOX	○ L.V. LAMB VALVE	○ STMH: STORM DRAIN MARKER										
SITE MONUMENT		○ D.V. SWARTZ SENDER BOX	○ L.V. LAMB VALVE	○ STMH: STORM DRAIN MARKER										
FT. PH. FIRE HYDRANT		○ D.V. SWARTZ SENDER BOX	○ L.V. LAMB VALVE	○ STMH: STORM DRAIN MARKER										
ADDITIONAL ABBREVIATIONS-TREE LEGEND														
CP CAMPYOR TREE		CD SUGARCERRY TREE	CS CEDAR TREE	CT CYPRESS TREE	CH CHINA DERRY TREE	HY HOLLY	MP MAPLE TREE	EM ELM TREE	OK OAK TREE	PN PINE TREE	PM PALM TREE	HY HOLLY		
SYC SYCAMORE TREE		CT CYPRESS TREE	PN PINE TREE	PM PALM TREE	HY HOLLY									
OK OAK TREE		CT CYPRESS TREE	PN PINE TREE	PM PALM TREE	HY HOLLY									
HK HICKORY TREE		CT CYPRESS TREE	PN PINE TREE	PM PALM TREE	HY HOLLY									
CH CHINA DERRY TREE		CT CYPRESS TREE	PN PINE TREE	PM PALM TREE	HY HOLLY									
SLIGER & ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS 2901 NOLAN ROAD FORT GAINES, FL 32527 DANA P. SLIGER, P.E. LICENSED BUSINESS CERTIFICATION NUMBER 3019 Copyright © 2021 Sliger & Associates, Inc.														
FOR: COUNTY OF VOLUSIA														
PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)														
THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHATSOEVER.														
I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 15-1.705, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.														
SHEET 5 OF 5														

Patricia Smith - [EX] Volusia County park parcel, Plantation Oaks Boulevard and Old Dixie Highway

From: "Spraker, Steven" <Steven.Spraker@ormondbeach.org>
To: 'Clay Ervin' <cervin@volusia.org>
Date: 3/28/2022 7:00 AM
Subject: [EX] Volusia County park parcel, Plantation Oaks Boulevard and Old Dixie Highway
Cc: 'Susan Jackson' <sjackson@volusia.org>, 'Patricia Smith' <pssmith@volusi...
Attachments: 10.01.2021, Ormond Beach public hearing application.pdf

CAUTION: This email originated from outside Volusia County's email system. DO NOT CLICK links or attachments unless you recognize the sender and/or know the content is safe.

Good morning Clay,

Planning staff sent notice of the Plantation Oaks major amendment Planning Board hearing date (April 14, 2022) last week. I wanted to follow up on the Volusia County park parcel at Plantation Oaks Boulevard and Old Dixie Highway. The intention of the Plantation Oaks major amendment is to separate out the Volusia County park parcel from the Plantation Oaks development order. Please let me know if Volusia County staff has any concerns with this action.

After action on the Plantation Oaks major amendment, the Volusia County park parcel would need its own city land use and zoning. At your convenience, city Planning staff would request that the attached application be completed as the land owner. There is no fee for the processing of the land use and zoning amendment. City staff would work with you on a coordinating a city review schedule for public hearings.

Please contact me with any questions.

Thank you

Steven

Steven Spraker, AICP
 Planning Director



Planning Department
 22 South Beach Street, Room 104
 Ormond Beach, FL 32175
 Direct Line: [386.676.3341](tel:386.676.3341)

Department: [386.676.3238](tel:386.676.3238)

Cell: [386.366.1590](tel:386.366.1590)

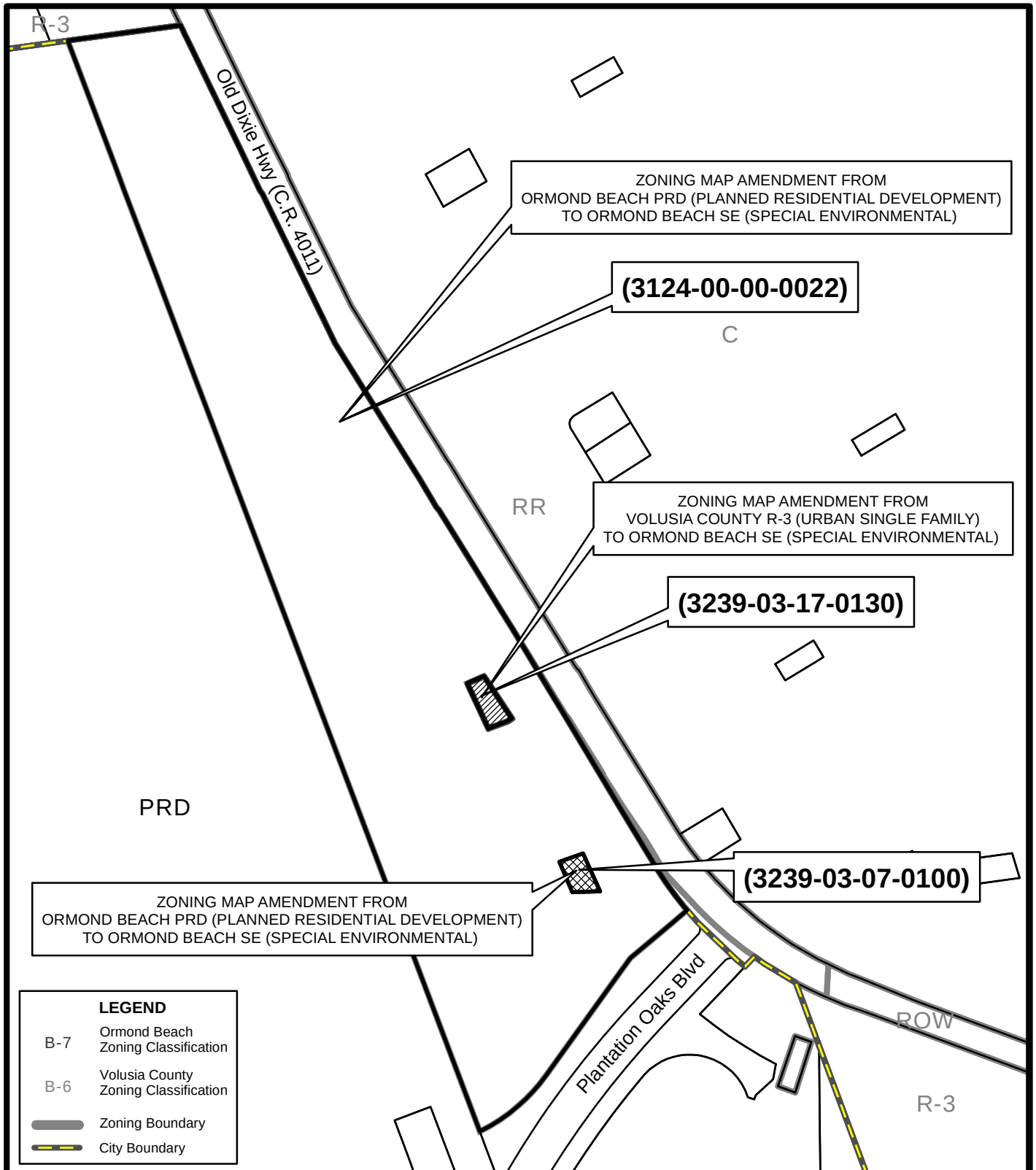
Fax: [386.676.3361](tel:386.676.3361)

E-mail: Steven.Spraker@ormondbeach.org

Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

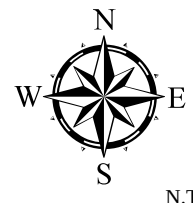
ATTACHMENT 2

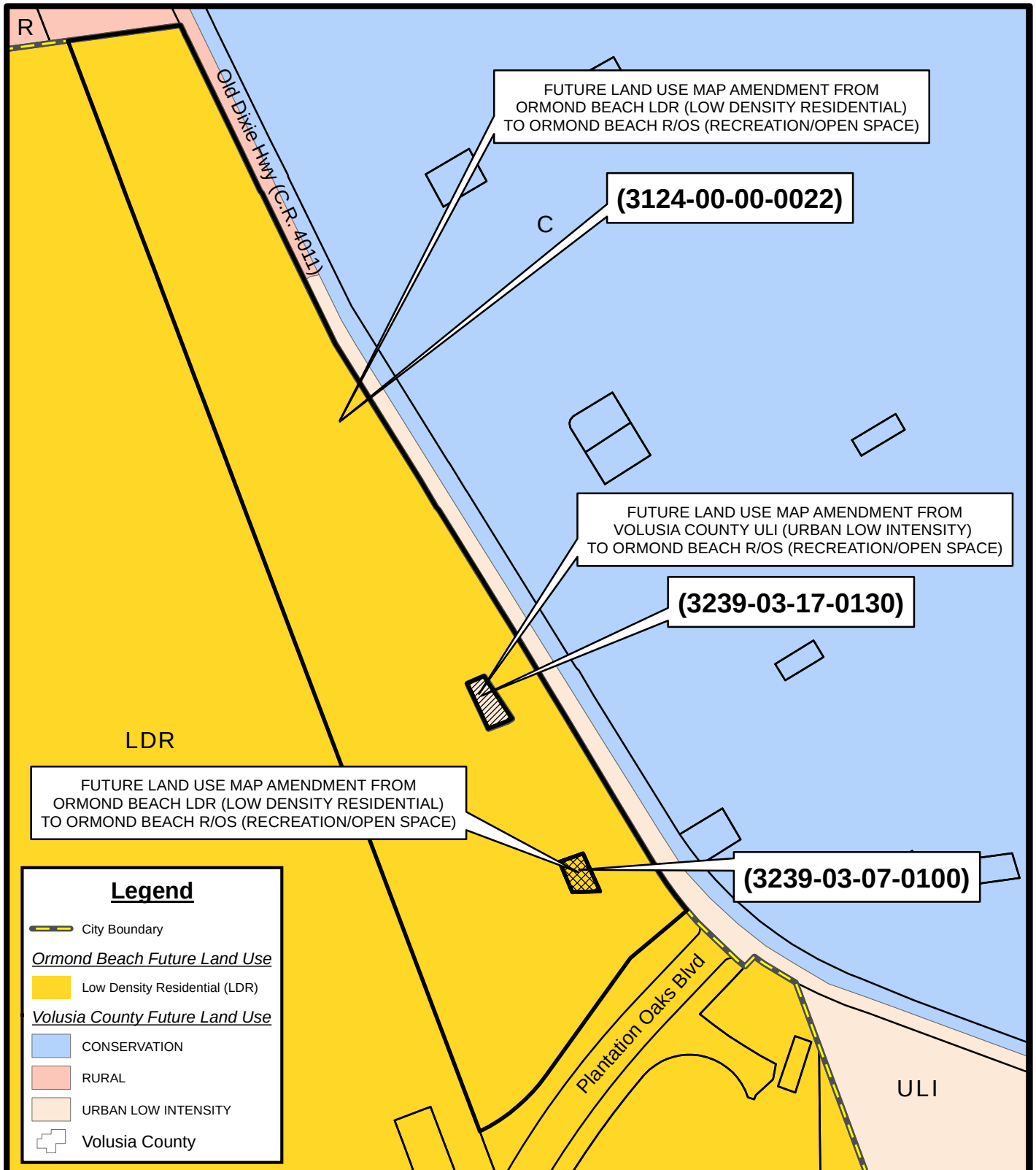
Zoning, Land Use, Location
and Aerial maps



ZONING MAP
(3124-00-00-0022)
& (3239-03-17-0130) & (3239-03-07-0100)

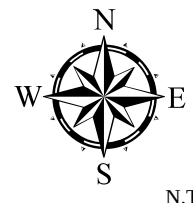
Prepared By: The City of Ormond Beach
 G.I.S. Department - July 19, 2022

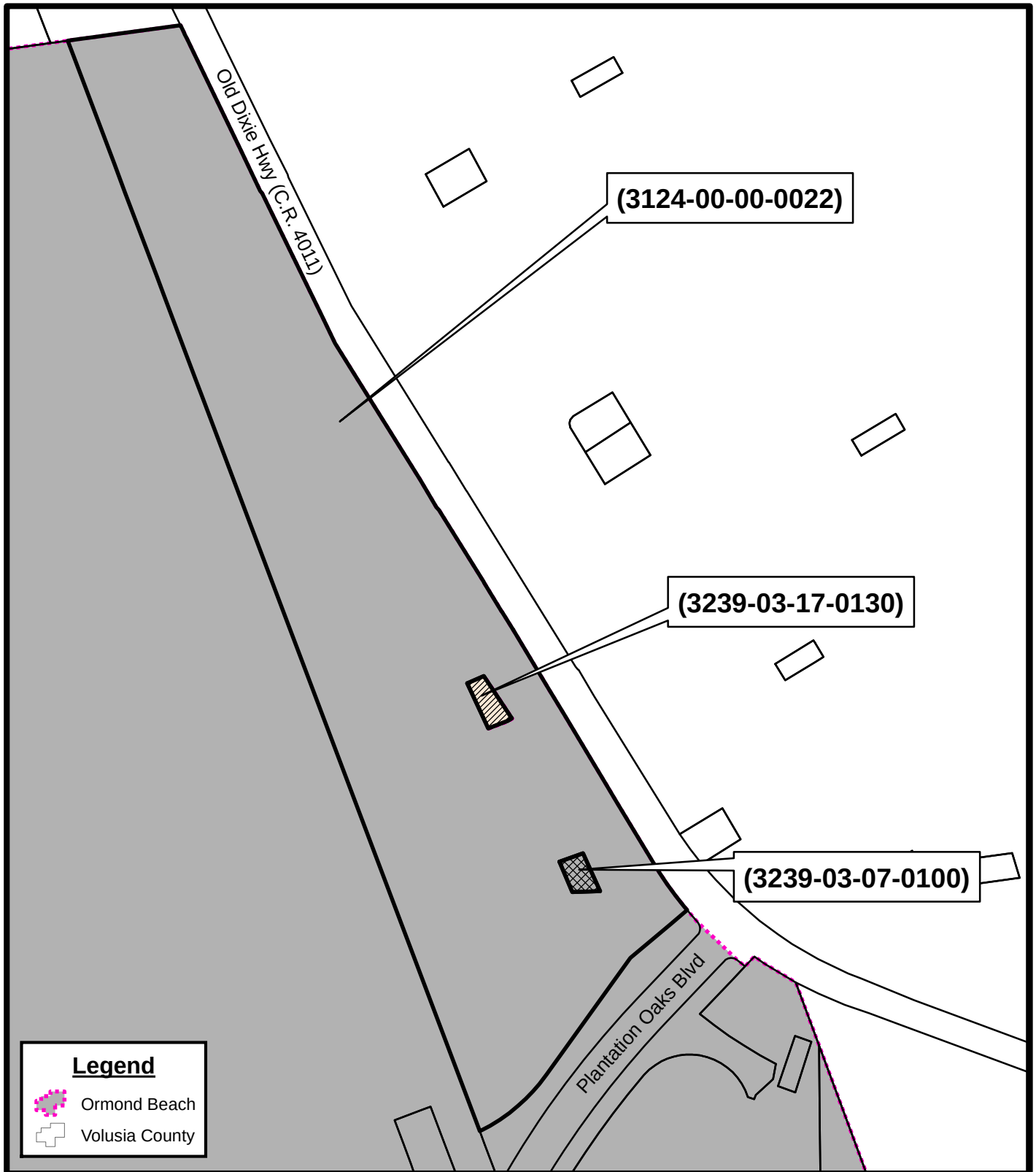




FUTURE LAND USE MAP
(3124-00-00-0022)
& (3239-03-17-0130) & (3239-03-07-0100)

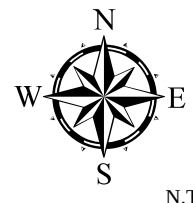
Prepared By: The City of Ormond Beach
 G.I.S. Department - July 19, 2022





LOCATION MAP
(3124-00-00-0022)
& (3239-03-17-0130) & (3239-03-07-0100)

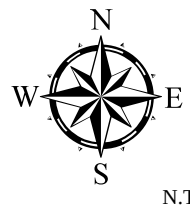
Prepared By: The City of Ormond Beach
 G.I.S. Department - July 19, 2022





AERIAL MAP
(3124-00-00-0022)
& (3239-03-17-0130) & (3239-03-07-0100)

Prepared By: The City of Ormond Beach
 G.I.S. Department - July 19, 2022

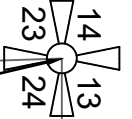


ATTACHMENT 3

Sketch and legal
description of Volusia
County parcel number
3239-03-17-0130

EXHIBIT "A"

Page 1 of 2



POINT OF COMMENCEMENT
NW CORNER SECTION 24,
TOWNSHIP 13 SOUTH,
RANGE 31 EAST
FOUND 4"x4" CM (NO ID)

S89°57'37"E
530.94'

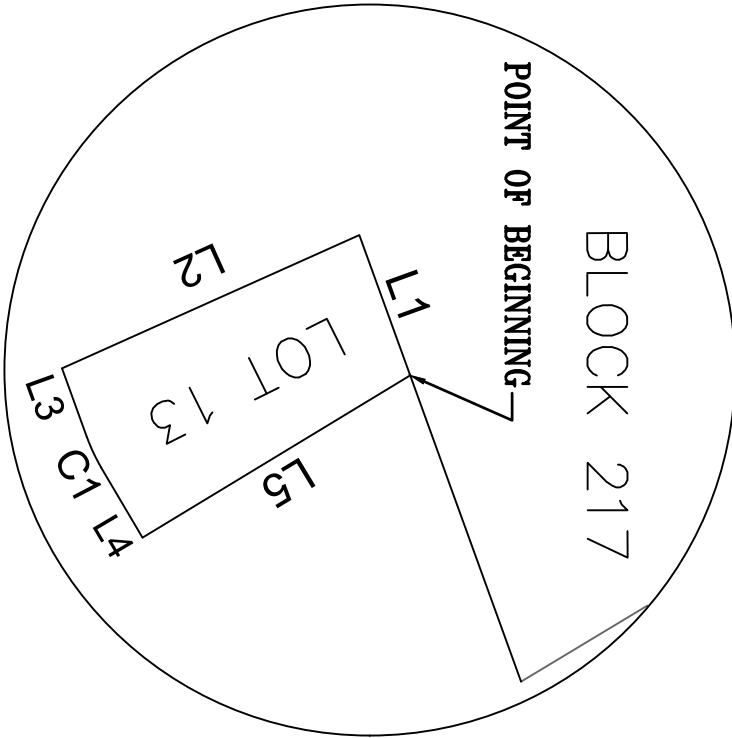
S39°18'33"E
970.33'

S79°15'13"E
1984.77'

N78°39'47"E
641.29'

S24°59'47"E
879.74'

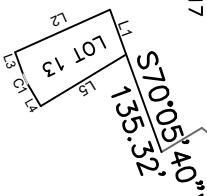
OLD DIXIE HIGHWAY (80' PUBLIC R/W)
S30°58'22"E
1067.22'



Line Table		
Line #	Length	Direction
L1	61.94'	S70° 05' 40"W
L2	135.37'	S24° 08' 31"E
L3	30.50'	N70° 05' 40"E
L4	33.68'	N59° 26' 28"E
L5	130.01'	N31° 13' 42"W

Curve Table			
Curve #	Length	Radius	Delta
C1	13.95'	75.00'	10° 39' 16"

BLOCK 217



NO.	DATE	REVISIONS	BY

City of Ormond Beach		Engineering Division
DATE:	06/23/2022	PROJECT NO.:
SCALE:	N.T.S.	FILE NAME:
DRAWN BY:	CO	SHEET: 2 OF 2

EXHIBIT "A"**Page 2 of 2****DESCRIPTION:**

LOT 13, BLOCK 217, ORMOND ON THE BAY, OR 8201, PG 0825, AS RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF COMMENCEMENT, SAID POINT BEING THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S89°57'37"E ALONG THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 641.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (AN 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1067.22 FEET; THENCE S70°05'40"W DEPARTING SAID RIGHT-OF-WAY LINE A DISTANCE OF 135.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S70°05'40"W A DISTANCE OF 61.94 FEET; THENCE S24°08'31"E A DISTANCE OF 135.37 FEET; THENCE N70°05'40"E A DISTANCE OF 30.50 FEET TO A POINT OF CURVATURE CONCAVE TO THE NORTH, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF N64°46'04"E, A CHORD LENGTH OF 13.95 FEET, AND A CENTRAL ANGLE OF 10°39'16", THENCE 13.93 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEROF; THENCE N59°26'28"E DEPARTING SAID CURVE A DISTANCE OF 33.68 FEET; THENCE N31°13'42"W A DISTANCE OF 130.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 9,354 S.F. OF 0.21 ACRES MORE OR LESS

ATTACHMENT 4

Section 2-08,
SE (Special Environmental)

Sec. 2-08. SE, Special Environment Zoning District.

A. PURPOSE: To protect persons and private property from the hazards of floodwater inundation and to conserve important natural, ecological, historic, or unique resources for the enjoyment and education of current and future residents, while providing for limited public or commercial outdoor activities and facilities such as equestrian trails, campgrounds, commercial recreation facilities and other centralized outdoor facilities. This classification is primarily intended to be applied to environmentally sensitive lands, public lands, lands held in trust for future open space use or lands held by nonprofit organizations or homeowners' associations and intended for open space uses.												
B. DIMENSIONAL STANDARDS												
1. Density	2. Maximum Building Height	3. Maximum Building Coverage	4. Maximum Impervious Lot Coverage	5. Minimum Lot Size	6. Minimum Lot Width	7. Minimum Lot Depth	8. Minimum Perimeter	9. Setbacks				
								a. Front	b. Rear	c. Side	d. Street Side/Corner	e. Waterbody
—	30'	35%	75%	1 acre	120'	200'	None	50'	30'	20'	50'	50'
C. PERMITTED USES			D. CONDITIONAL USES				E. SPECIAL EXCEPTION USES			F. OTHER STANDARDS		
1. Wildlife Management Area, Fishing and Hunting 2. Wetland Preservation Area			1. Parks and Recreation Facilities, Private 2. Parks and Recreation Facilities, Public 3. Telecommunication Tower/Antennas, Camouflaged 4. Wind Energy System				1. Campground 2. Golf Course/Country Club 3. Hunting Lodge 4. Riding Stables, Horse 5. Telecommunication Tower			All development must comply with setback requirements for: 1. Wetlands (chapter 3, article II). 2. Special corridors and buffer requirements (chapter 3, article I). 3. See conditional and special exception regulations (chapter 2, article IV).		
G. PERMITTED ACCESSORY USES: Accessory uses customarily associated with, dependent on and incidental to their permitted principal uses, provided that such uses conform to the regulations set forth in chapter 2, article III.												

Planning Board minutes

August 11, 2022

RZ 2022-058: Volusia County Parkland Parcels: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100, generally located at Old Dixie Highway and Plantation Oaks Boulevard – Zoning Map Amendment

from “Low Density Residential” and “Volusia County Urban Low Intensity” to Ormond Beach “Recreation/Open Space.” Staff recommends approval with the next steps in the process being for it to go to City Commission on September 21, 2022 and October 5, 2022 for second reading.

Chairman Briley announced the public hearing and asked if anyone from the audience, including the applicant, was interested in addressing the Board on the item.

Chairman Briley closed the public hearing and opened it up to the Board.

Mr. Jorczak commented on a project Volusia County was looking into and talk of them making provision to try and run access to the Loop through there and asked the status of it in the development stage. Mr. Spraker answered explaining that from his understanding, that the County is developing a natural 5'-wide path trail. There is currently already a path through the property and no trees will be taken down. In the Park and Recreation Master Plan, one of the highest priorities in it is to create natural trails. Mr. Spraker continued that the project to the north of it will be Dixie Ridge. As part of a development order the developer preserved 13 acres from the FPL easement to Old Dixie Ridge and then developed the rest of it. The land will be expanded another 13 acres to the north. He concluded that tonight's item is assigning a city land use.

Mr. Galloway asked if it was FPL land in between the western edge in the Right-of-Way (ROW). Mr. Spraker answer that yes it is, 100'. Mr. Galloway asked how many homes could have gone in there. Mr. Spraker replied that it specified 76 in the original Plantation Oaks plan with a 175' conservation easement along Old Dixie Highway. Mr. Galloway noted that this is a perfect example of saving land for a good use to keep as land. Chairman Briley added that it was needed to keep the buffer for the Loop. The County paid over \$1 million dollars for the park property. He stated that everyone should be aware that a lot of this development that is occurring now was approved in the mid-to-late 1980s.

Board discussion ensued regarding the buffer and the purchased conservatory property Volusia Forever assisted with.

Chairman Briley entertained a motion.

Ms. Tolland motioned to approve LUPA 2022-57: Volusia County Parkland Parcels: 3124-00-00-0022, 3239-03-17-0130, and 2339-03-07-0100, generally located at Old Dixie Highway and Plantation Oaks Boulevard – Small-Scale Land Use Map Amendment. Mr. Scudiero seconded it. Vote was called, and the motion was approved (5-0).

C. RZ 2022-058: Volusia County Parkland Parcels: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100, generally located at Old Dixie Highway and Plantation Oaks Boulevard – Zoning Map Amendment

Mr. Steven Spraker, Planning Director, explained the request from the County of Volusia for a zoning map amendment for a 33.31± acre property generally located at Old Dixie Highway and Plantation Oaks Boulevard, Volusia County parcels: 3124-00-00-0022, 3239-03-17-0130, and 3239-03-07-0100, from Ormond Beach Planned Residential Development (PRD) and Volusia County Urban Single-Family (R-3) to Ormond Beach Special Environmental (SE). Mr. Spraker concluded that staff recommends approval as it is consistent with the Comprehensive Plan.

Mr. Galloway asked Mr. Spraker what happens hypothetically in 50 years and if the zoning runs with the rights of the property because of the way it went through the land use and zoning change. Mr. Spraker replied yes that it will maintain its land use and zoning. He added that there is also a conservation easement that is always on the property and in place.

Chairman Briley asked if the property is classified as County property owned within the City of Ormond Beach. Mr. Spraker answered yes. It was determined that the City of Ormond Beach would have land use and zoning jurisdiction for the property and Volusia County has ownership and maintenance for the property. It is a county park within the city limits.

Ms. Tolland inquired about what would happen down the road if the County decided to sell it and asked if there is any legislation that can make a piece of property permanently conservation and open area or if it is a negotiable matter. The purchase that was made for it through ECHO or forever monies puts additional restrictions for releasing it. Chairman Briley noted that if hypothetically the County were to sell it to someone, they are buying it with the current land use and zoning and would have to go to the City to get it changed.

Chairman Briley announced the public hearing and asked if anyone from the audience, including the applicant, was interested in addressing the Board on the item.

Chairman Briley closed the public hearing and opened it up to the Board, entertaining a motion.

Ms. Tolland motioned to approve RZ 2022-058: Volusia County Parkland Parcels: 3124-00-00-0022, 3239-03-17-0130 and 3239-03-07-0100, generally located at Old Dixie Highway and Plantation Oaks Boulevard – Zoning Map Amendment. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-0).

VIII. OTHER BUSINESS

None.

XI. MEMBER COMMENTS

Mr. Galloway commented on the movie theater generation and recently reviewed the Institute of Traffic Engineering Report, including sections on Trip Generator, Trip Generations, Transportation Impact Analysis, Methodology for Development Applications, and encouraged all to read. He added that there are professional engineering documents world-wide by region of what trip generators do. Mr. Galloway advised that a movie theater creates more traffic generation than an apartment complex. It is like that of a public storage facility where it creates less traffic than all projects. Mr. Galloway stated that he is proud of the City of Ormond Beach and added that the Board does not always agree but does always show professional courtesy with each other. He wished the Board members that are participating in the elections ‘good luck’ and thanked them for their professionalism.

Mr. Jorczak commended the staff on all of their efforts, analysis, and the work that goes into the decisions for development.

Ms. Tolland thanked the Board for their comments. She suggested publishing the Planning process so that everyone would have a better understanding of it. An



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: October 18, 2022

Subject: Tattersall at Tymber Creek, Issuance of a Development Order

Commission Goal: Community Development - Other

Introduction

This is a request for a Planned Residential Development (PRD) amendment for the issuance of a development order for the Tattersall at Tymber Creek Planned Residential Development, submitted by Trey Paytas, Manager, Paylin Tymber 1 and 2, LLC with the authorization of the property owner Tymber Sky, LLC & Enclave of Timber Creek, LLC. The Planned Residential Development development order seeks to allow 129 single-family lots on 84.14± acres and associated subdivision improvements. The Tattersall at Tymber Creek subdivision is located at the northwest intersection of Tymber Creek Road and Airport Road on 304 North Tymber Creek Road, 370 North Tymber Creek Road and 2099 Airport Road.

Background

The subject property has a land use designation of "Suburban Low Density Residential" (SLDR) for 67.54 acres and "Open Space/Conservation" (OS/C) for 16.6 acres. The zoning classification is PRD. The City's Land Development Code requires that any subdivision of lands within the "Suburban Low Density Residential" land use designation with lots of less than two acres (one acre if connecting to water and sewer) be approved through the Planned Residential Development process. In order to subdivide land less than one acre within the "Suburban Low Density Residential" land use category, a three-step process is required of (1) PRD Development Order, (2) Preliminary Plat and (3) Final Plat. The PRD Development Order does not require the applicant to provide detailed engineering information regarding the application. The detailed engineering work is not done until the Preliminary Plat approval process. The Preliminary Plat is reviewed by the Planning Board and acted upon by the City Commission.

On January 18, 2022, the City Commission denied (4-1) the execution and issuance of a Planned Residential Development (PRD) development order to allow 143 single-family lots. Key items discussed in the denial of the development order included:

1. Concerns with stormwater;
2. Testimony of individuals regarding stormwater concerns and traffic;
3. Environmental impact on wildlife;
4. Proposed entry signage which required a waiver; and
5. Planning Board recommendation of denial (6-1) based on concerns of school impacts, traffic, environmental impact, stormwater/flooding, and density.

Key differences from the January 18, 2022 (original) Tattersall at Tymber Creek proposed development order and this application include:

1. Number of lots: The original application had 143 lots and the proposed application contains 129 lots. The gross density is reduced from 1.69 units per acre to 1.53 units per acre. The net density is reduced from 2.12 units per acre to 1.91 units per acre. The holding capacity density remains at 2.95 units per acre or 248 lots.
2. Stormwater/flooding: The project has submitted stormwater calculations. The project has added a conveyance swale of 50' going from Leeway Trail (across the city parcel) connecting to Groover Branch. This swale includes inlets on either side of Leeway Trail to allow water to flow under Leeway Trail. The swale shall be constructed by the applicant in phase 1 of the development and upon completion and acceptance provided to the city for maintenance. The swale would provide a dedicated path to ensure off-site stormwater is not blocked. The site plan submittal shows the conveyance swale as well as areas of floodplain impact. Key points regarding stormwater and floodplains:
 - a) Both the City and St. Johns River Water Management District require the review of pre-development and post-development in terms of rates and volume.
 - b) Stormwater design must, by city and state law, accept existing stormwater from off-site sources and cannot block that flow.
 - c) The property discharges to an outstanding Florida waterway which requires additional stormwater treatment volume in the ponds, as well as additional phosphorus and nitrogen removal.
 - d) The post development discharge will be equal to or less after development than the pre-development condition.
 - e) A compensating storage pond is shown on the northeast corner of the property between Groover Branch and Tymber Creek Road.
 - f) No variances are being sought for stormwater and all state and local standards would be met.
3. Signage waiver: The signage waiver sought in the original application has been removed.
4. Areas for natural preservation: The area for natural preservation has increased to 32.47 acres or 38.5% of the project land area.
5. Increased recreational area: The Land Development Code requires 11,610 square feet of outdoor recreation area and 26,572 square feet is proposed.

Project Description:

The project has the following attributes:

1. The total project size is 84.14 acres.
2. The development of lots is proposed to be phased and consists of 129 lots. The proposed gross density is 1.53 units per acre. The density within the "Suburban Low Density Residential" land use area is 1.91 units per acre.
3. All lots shall be 80' in width. The 80' width is required per Section 2-11 of the Land Development Code (SR zoning district).
4. The site plan exhibit shows a conveyance swale of 50' going from Leeway Trail (across the city parcel) connecting to Groover Branch. This swale includes inlets on either side of Leeway Trail to allow water to flow under Leeway Trail. The swale shall be constructed by the applicant and upon completion and acceptance provided to the city for maintenance. The swale would provide a dedicated path to ensure off-site stormwater is not blocked. The swale has natural areas on either side for the lot on Leeway Trail and the Tattersall lots.
5. The setbacks for the project are proposed as follows:
 Rear: 20'
 Rear (accessory): 5'
 Side: 7.5' to total 15'
 Side (accessory): 5'
 Side Corner: 25'
 Front Yard: 25'
6. The maximum building coverage is 50%. The maximum lot coverage is 70%.
7. The maximum building height is 35 feet.
8. The subdivision shall have access from Airport Road and Tymber Creek. Both access points are shown as full access.
9. The project has reserved land, totaling 1.86 acres, along Tymber Creek Road for future roadway expansion by Volusia County.
10. School concurrency for the zoning action is provided in ATTACHMENT 3. Additional school concurrency would be required for the plat (detailed construction plans).
11. A traffic study was performed with the original project and is included in the staff report packet. An update was provided regarding the reduction of lots by the project traffic engineer.
12. A six (6') foot sidewalk is proposed along Airport Road to Leeway Trail (beyond the project limits) to allow a walkable path to Pathways Elementary.
13. Environmental Assessment Analysis was and shows a total of 15.16 acres of wetlands exists on the Tattersall at Tymber Creek property. As designed, the project would have 2.44 acres of direct impacts to on-site wetlands.
14. All project landscape buffers exceed the Land Development Code requirements.

Discussion

It is important to note that the subdivision of land in the "Suburban Low Density Residential" land use category is a three (3) step process. The first step is the zoning action of a development order under the PRD zoning classification. The property currently has no development order. The issuance of the development order does not require construction level site plans that would provide stormwater, floodplain, or utility

designs. The construction documents are performed once the zoning development order has been approved.

Past applications and the neighborhood meeting discussed issues including traffic, the two elementary schools within the area, flooding, stormwater, preservation of natural areas, and the desire to reduce the density of the subdivision. The application has been reviewed by the Site Plan Review Committee and a recommendation provided.

The project exceeds the requirements of the Planned Residential Development regulations as follows:

1. The landscape buffer along Airport Road that is required to be 20' in width and a minimum 40' in width of natural area will be provided;
2. The landscape buffer along North Tymber Creek Road that is required to be 20' in width and a minimum 40' in width of natural area will be provided;
3. The landscape buffer to the city parcel (west of property) is required to be 6' and is a minimum 40' in width of natural area will be provided;
4. The landscape buffer along the north property boundary is required to be 20' in width and a minimum 40' in width of natural area will be provided;
5. The project has reserved land of 32' feet in depth, totaling 1.86 acres, along Tymber Creek Road for future roadway expansion by Volusia County;
6. There will be construction of the Airport Road sidewalk from the property boundary to Leeway Trail;
7. Natural areas: 12.69 acres required outside of wetlands and buffers and 15.77 provided. There is an additional 16.7 acres of natural areas. The total natural area is approximately 38.5% of the total site;
8. Recreation area: 11,610 square feet of outdoor recreation area required and 26,572 square feet is proposed;
9. The architectural controls of the subdivision will be provided; and
10. The construction of the conveyance swale from Leeway Trail to Groover Branch.

Planning Board review:

On September 8, 2022, the Planning Board reviewed the application and recommended approval of the application with a 4-1 vote. There were eight (8) individuals who addressed the Planning Board on the following topics:

1. Stormwater impact;
2. Impact to Quality of Life;
3. Traffic;
4. Environmental impact;
5. Flooding impact to other properties; and
6. Property needs to remain as a natural area;

The Planning Board discussed stormwater, floodplain, traffic and project design. Planning Board members commented that the project has been improved from past submittals. Planning Board discussed if an additional reduction of the lots could occur. The applicant stated that they are unable to reduce the number of lots and they have committed to offsite improvements. The Planning Board noted that the project would

come back to the Planning Board and City Commission with detail construction plans. Planning Board members stated that the applicant has been responsive to community concerns and the project is a reasonable use of land and consistent with surrounding developments. The complete Planning Board draft minutes are attached to the City Commission packet.

Budget Impact

There is no budget impact associated with the application. If approved, the applicant would be required to prepare and submit detailed engineering plans.

Citizen Impact

One key aspect of the “Suburban Low Density Residential” land use is the requirement of obtaining a PRD public hearing approval with certain open space, common area, and recreational area requirements. This application has adjusted the lot sizes and complied with the required perimeter buffer setbacks that were the primary objection of previous applications. The current application is the first of three steps that provides a zoning review with detailed construction drawings occurring in the next step (preliminary plat). All steps have City Commission review and action. Issues of traffic, environment, stormwater/floodplain, and density were all discussed at the Planning Board meeting. The Planning Board draft minutes should be reviewed for citizen impacts.

Recommendation

The City’s Comprehensive Plan has established the Planned Residential Development zoning classification to implement the goals of the “Suburban Low Density Residential” land use category. These goals include performing a site specific holding capacity analysis to determine density, requiring less density than in the City core areas, providing recreational, common, and natural areas, and clustering units to preserve environmentally sensitive areas. The proposed application achieves the goals of the land use and zoning designations. Key considerations for deliberation include lots sizes, perimeter setbacks, stormwater and traffic impacts. The traffic impacts of this project have been analyzed and determined to be within the Level of Services adopted by the City Comprehensive Plan.

The Planning Board recommended approval (4-1) of the application. If there is a belief that the application meets the Land Development Code criteria, then the ordinance should be approved containing the specific findings of:

- a. Phased development of 129 lots;
- b. The provision of additional outdoor recreational square footage in lieu of indoor recreational facilities as permitted under a Planned Residential Development;
- c. Allowance of a five-year expiration date for phase one of the project from the date of City Commission approval; and
- d. Require that the detailed engineering plans (stormwater, utilities, and floodplain) for the subdivisions be prepared and submitted for the preliminary plat which is

reviewed by the Planning Board and acted upon by the City Commission.

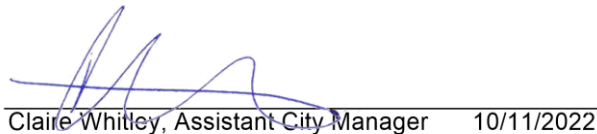
If the City Commission determines that the application fails to meet the criteria of the Land Development Code then the attached ordinance should be denied. If there is a decision to deny the project, in order to ensure that the property has a zoning designation, city staff would administratively process a zoning amendment to SR, Suburban Residential.

Attachments:

- 22-33 Tattersall at Tymber Creek (P22-0130S) (PDF)
- Tattersall at Tymber Creek - Oct 2022 (PDF)
- 09.08.2022, Tattersall at Tymber Creek, PRD Amendment PB (8.5X11) (PDF)
- 09.23.2022, Tattersall at Tymber Creek, Exhibits (PDF)
- DRAFT Planning Board Minutes, Tattersall at Tymber Creek (PDF)
- Correspondence received, 08.29.222 to 09.08.22, Tattersall at Tymber Creek (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/7/2022


Claire Whitley, Assistant City Manager 10/11/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/12/2022

ORDINANCE NO. 2022-33

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A PLANNED RESIDENTIAL DEVELOPMENT ORDER FOR THE “TATTERSALL AT TYMBER CREEK” SUBDIVISION, AUTHORIZING A PHASED SUBDIVISION OF 129 LOTS ON 84.14± ACRES TO BE LOCATED AT 304 NORTH TYMBER CREEK ROAD (PARCEL ID NUMBER: 4124-00-00-0240), 2099 AIRPORT ROAD (PARCEL ID NUMBER: 4123-00-00-0012), AND 370 NORTH TYMBER CREEK ROAD (PARCEL ID NUMBER: 4124-00-00-0250); ESTABLISHING CONDITIONS AND EXPIRATION OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Paylin Tymber 1 and 2, LLC, a Florida Limited Liability Company (the “Applicant”), with the authorization of Enclave of Timber Creek, LLC, a Florida Limited Liability Company and Timber Sky, LLC, (a/k/a Tymber Sky, LLC) a Florida Limited Liability Company, (the “Property Owners”) has submitted an application to allow the development of a phased subdivision of 129 lots on 84.14± acres to be located at 304 North Tymber Creek Road (Parcel ID number: 4124-00-00-0240), 2099 Airport Road (Parcel ID number: 4123-00-00-0012), and 370 North Tymber Creek Road (Parcel ID number 4124-00-00-0250) (the “Property”), to be known as “Tattersall at Tymber Creek”, described and depicted in the Planned Residential Development (“PRD”) Development Order attached hereto and incorporated herein as “Exhibit A”, and

WHEREAS, on July 11, 1989, by Ordinance 1989-39, the City Commission annexed 58.53 acres located on the west side of Tymber Creek Road and north of Airport Road,

which has been recorded in Official Records Book 3334, at Pages 317 through 326, inclusive of the Public Records of Volusia County, Florida, and

WHEREAS, the property that was annexed by Ordinance No. 1989-39 was intended to be developed for residential purposes, and

WHEREAS, on October 18, 2005, by Ordinance No. 2005-35, the City Commission annexed 37.9 acres located at 370 North Tymber Creek Road, recorded in Official Records Book 5685, at Pages 1004 through 1015, inclusive of the Public Records of Volusia County, Florida, and being situated directly north of and adjacent to the 58.53 acres that was annexed by Ordinance No. 1989-39, and

WHEREAS, on November 14, 2006, by Ordinance No. 2006-09, the City Commission approved the rezoning and development order for the “Marshside Village” Planned Residential Development for 68 lots, or 1.47 units per gross acre, located at 304 North Tymber Creek Road, at the intersection of Airport Road and Tymber Creek Road, which was recorded in Official Records Book 6051, at Pages 4063 through 4089, inclusive of the Public Records of Volusia County, Florida; however this approval expired on November 14, 2014, and

WHEREAS, on November 18, 2008, by Ordinance 2008-54, the City Commission approved the Future Land Use Map amendment for 21.3 acres from Volusia County “Rural” to “Suburban Low Density Residential”; approved 16.9 acres from Volusia County “Environmental System Corridor” to “Open Space/Conservation”; and approved a Future Land Use Map density restriction for the subdivision lands with the land use of “Suburban Low Density Residential” of 3.47 units per acre on 67.54 acres, and

WHEREAS, on February 5, 2013, by Ordinance 2013-01, the City Commission rezoned the 37.9 acres located west of Tymber Creek Road and north of Airport Road from Volusia County A-2 (Rural Agriculture) and Volusia County RC (Resource Corridor) to Ormond Beach Planned Residential Development (PRD), but denied the Development Order that would have allowed the phased development of 163 lots that were proposed at 60.00 feet in width by 110.00 feet in depth, and

WHEREAS, on November 5, 2018, by Ordinance 2018-28, the City Commission denied a Planned Residential Development Development Order for the Property, and

WHEREAS, on January 18, 2022, by Ordinance 2022-01, the City Commission denied a Planned Residential Development Development Order for the Property, and

WHEREAS, the 84.14± acre property located at 304 North Tymber Creek Road (Parcel ID number: 4124-00-00-0240), 2099 Airport Road (Parcel ID number: 4123-00-00-0012), and 370 North Tymber Creek Road (Parcel ID number 4124-00-00-0250), is currently zoned as Planned Residential Development (PRD); however, no Development Order exists for the property, and

WHEREAS, the Planning Board held a public hearing on September 8, 2022, as required by Chapter 1, Article II, Section 1-15(d), of the *Land Development Code*, and has recommended approval, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(2), *Florida Statutes* and has considered the following:

- (1) The report and recommendations of the Planning Board;

- (2) The report and recommendations of the Site Plan Review Committee;
- (3) The comments of governmental agencies, utility corporations and individuals, as received, and
- (4) The testimony of the City's planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds with respect to the application for the issuance of a Development Order for a Planned Residential Development, that there is competent substantial evidence to support the following:

- (1) The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life;
- (2) The proposed development is consistent with the Comprehensive Plan;
- (3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
- (4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;
- (5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage,

fire and police safety, parks and recreation facilities, schools, and playgrounds;

- (6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;
- (7) The proposed development is functional in the use of space and aesthetically acceptable;
- (8) The proposed development provides for the safety of occupants and visitors;
- (9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefor,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The Mayor and the City Manager are authorized and directed to execute and issue the attached Planned Residential Development Order for the “Tattersall at Tymber Creek” Planned Residential Development to allow the phased development of 129 lots on 84.14± acres to be located at 304 North Tymber Creek Road (Parcel ID number: 4124-00-00-0240), 2099 Airport Road (Parcel ID number: 4123-00-00-0012), and 370 North Tymber Creek Road (Parcel ID number 4124-00-00-0250).

SECTION THREE. The project shall be required to obtain a Preliminary Plat and provide detail engineering plans with review by the Planning Board and action by the City Commission prior to the issuance of a site construction permit.

SECTION FOUR. The project shall consist of three phases as follows: Phase 1 - 51 lots, Phase 2 – 24 lots, and Phase 3 – 54 lots. The subdivision phasing may be modified with review and approval of the Site Plan Review Committee.

SECTION FIVE. Section 2-35(h) of the Land Development Code allows additional outdoor recreational areas to be provided in lieu of indoor recreation area. The project is required to provide 11,610 square feet of outdoor recreational area. The proposed 26,572 square feet of outdoor recreational area exceeds the Land Development Code requirements and is hereby accepted.

SECTION SIX. The applicant shall construct a conveyance swale of 50 feet going from Leeway Trail (across the city parcel) connecting to Groover Branch in Phase 1 of the project development.

SECTION SEVEN. The applicant shall construct sidewalk along Airport Road along the project's boundary and beyond the property's boundary to connect with the sidewalk at Leeway Trail in Phase 1 of the project development.

SECTION EIGHT. The Applicant, including the Applicant's successors and assigns, shall at all times fully comply with the terms and conditions of the PRD Development Order.

SECTION NINE. This Ordinance shall take effect immediately upon its adoption.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED UPON at the first reading of the City Commission this 18th day of October, 2022.

PASSED UPON at the second and final reading of the City Commission this 1st day of November, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE: Application of: Paylin Tymber 1 and 2, LLC, a Florida Limited Liability Company, with the authorization of the property owners Enclave of Timber Creek, LLC, a Florida Limited Liability Company and Timber Sky, LLC, a Florida Limited Liability Company (a/k/a Tymber Sky, LLC)

Planned Residential Development PRD 2022-082

Project Name: Tattersall at Tymber Creek

Property Addresses: 304 North Tymber Creek, 2099 Airport Road, 370 North Airport Road

Parcel ID Nos. 4124-00-00-0240, 4123-00-00-0012, 4124-00-00-0250

**PLANNED RESIDENTIAL
DEVELOPMENT
DEVELOPMENT ORDER**

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on October 18, 2022, and November 1, 2022, and the City Commission having considered those items as required by Chapter 1, Article II, Section 1-18(e) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life;
2. The proposed development is consistent with the Comprehensive Plan;
3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric

communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors;

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders

that:

A. The application of Paylin Tymber 1 and 2, LLC, a Florida Limited Liability Company (the “Applicant”), with the authorization of the property owners Enclave of Timber Creek, LLC, a Florida Limited Liability Company and Timber Sky, LLC, a Florida Limited Liability Company (the “Property Owners”), for a Planned Residential Development (“PRD”) Development Order authorizing the development and construction of a residential subdivision to be known as “Tattersall at Tymber Creek” located on a 84.14± acres at 304 North Tymber Creek Road (Parcel ID number: 4124-00-00-0240), 2099 Airport Road (Parcel ID number: 4123-00-00-0012), and 370 North Tymber Creek Road (Parcel ID number 4124-00-00-0250) on that real

property described in Exhibit "A" attached hereto and incorporated herein by reference is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-35, PRD, Planned Residential Development District, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified are hereby made a part of this Development Order;

2. The project shall be required to obtain a Preliminary Plat and provide detail engineering plans with review by the Planning Board and action by the City Commission prior to the issuance of a site construction permit;

3. Full and complete compliance with the Special Conditions described in Exhibit "B";

4. Full and complete compliance with the Applicant's Site Plan attached as Exhibit "C";

5. Full and complete compliance with the Applicant's Fence plan attached as Exhibit "D";

6. Full and complete compliance with the Applicant's Phasing plan attached as Exhibit "E";

7. Full and complete compliance with the Applicant's Architectural Elements plans attached as Exhibit "F";

8. Full and complete compliance with the Applicant's Sign plans attached as Exhibit "G";

B. The final plans for the development project shall be consistent with all of the conditions listed in this Development Order and as depicted in the plans attached hereto as Exhibits "C" through "G" and incorporated herein by reference.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Development Order approved for this development project, and of the *Land Development Code*.

E. There shall be no site preparation including clearing, filling, dredging, or excavation, nor shall any construction begin until the Preliminary Plat site plans are approved. If construction has not begun within five years (November 1, 2027) from the date of City Commission approval of this Development Order with the subdivision plat processed in accordance with Sections 4-17 or 4-18 of the *Land Development Code*, this Development Order shall automatically become void and shall have no further effect. Before the planned development permit can be re-established, a new PRD Development Order application must be filed shall be reviewed and approved by the Planning Board and the City Commission under the provisions of Section 1-14(3), of the *Land Development Code*.

F. In the event the use of the land approved by this Planned Residential Development Order is abandoned for a period of two (2) years or there has been no construction activity during that period, any permit shall be void and a Notice of Final Plan Revocation shall be filed under the provisions of Section 1-14(3)(b) of the *Land Development Code*, and a new application for a PRD Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

G. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Residential Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

H. This Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of Paylin Tymber 1 and 2, LLC, a Florida Limited Liability Company (the "Applicant"), with the authorization of the property owners Enclave of Timber Creek, LLC, a Florida Limited Liability Company and Timber Sky, LLC, a Florida Limited Liability Company, (the "Property Owners") and shall be binding upon the Applicant and Property Owners and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto and incorporated herein by reference. (Volusia County Parcel ID Numbers: 4124-00-00-0240, 4123-00-00-0012, and 4124-00-00-0250).

ORDERED this 1st day of November, 2022.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida
municipal corporation

By: _____
BILL PARTINGTON
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: September 8, 2022

SUBJECT: Tattersall at Tymber Creek– Issuance of a development order

APPLICANT: Trey Paytas, Manager, Paylin Tymber 1 and 2, LLC

NUMBER: PRD 2022-082

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request for a Planned Residential Development (PRD) amendment for the issuance of a development order for the Tattersall at Tymber Creek Planned Residential Development, submitted by Trey Paytas, Manager, Paylin Tymber 1 and 2, LLC with the authorization of the property owner Tymber Sky, LLC & Enclave of Timber Creek, LLC. The Planned Residential Development development order seeks to allow 129 single-family lots on 84.14± acres and associated subdivision improvements. The Tattersall at Tymber Creek subdivision is located at the northwest intersection of Tymber Creek Road and Airport Road on 304 North Tymber Creek Road, 370 North Tymber Creek Road and 2099 Airport Road.

LOCATION:

The subject property is located at the northwest corner of Tymber Creek Road and Airport Road. The property extends approximately 2,500 linear feet along Tymber Creek Road and 1,450 linear feet along Airport Road. The subdivision includes three (3) parcels as follows:

1. 304 North Tymber Creek Road, parcel number: 4124-00-00-0240;
2. 2099 Airport Road, parcel number: 4123-00-00-0012;
3. 370 North Tymber Creek, parcel number: 4124-00-00-0250.

EXHIBIT 1: Location map



BACKGROUND: The subject property has a land use designation of “Suburban Low Density Residential” (SLDR) for 67.54 acres and “Open Space/Conservation” (OS/C) for 16.6 acres. The zoning classification is Planned Residential Development. The land use and zoning maps of the subject property are included in ATTACHMENT 1.

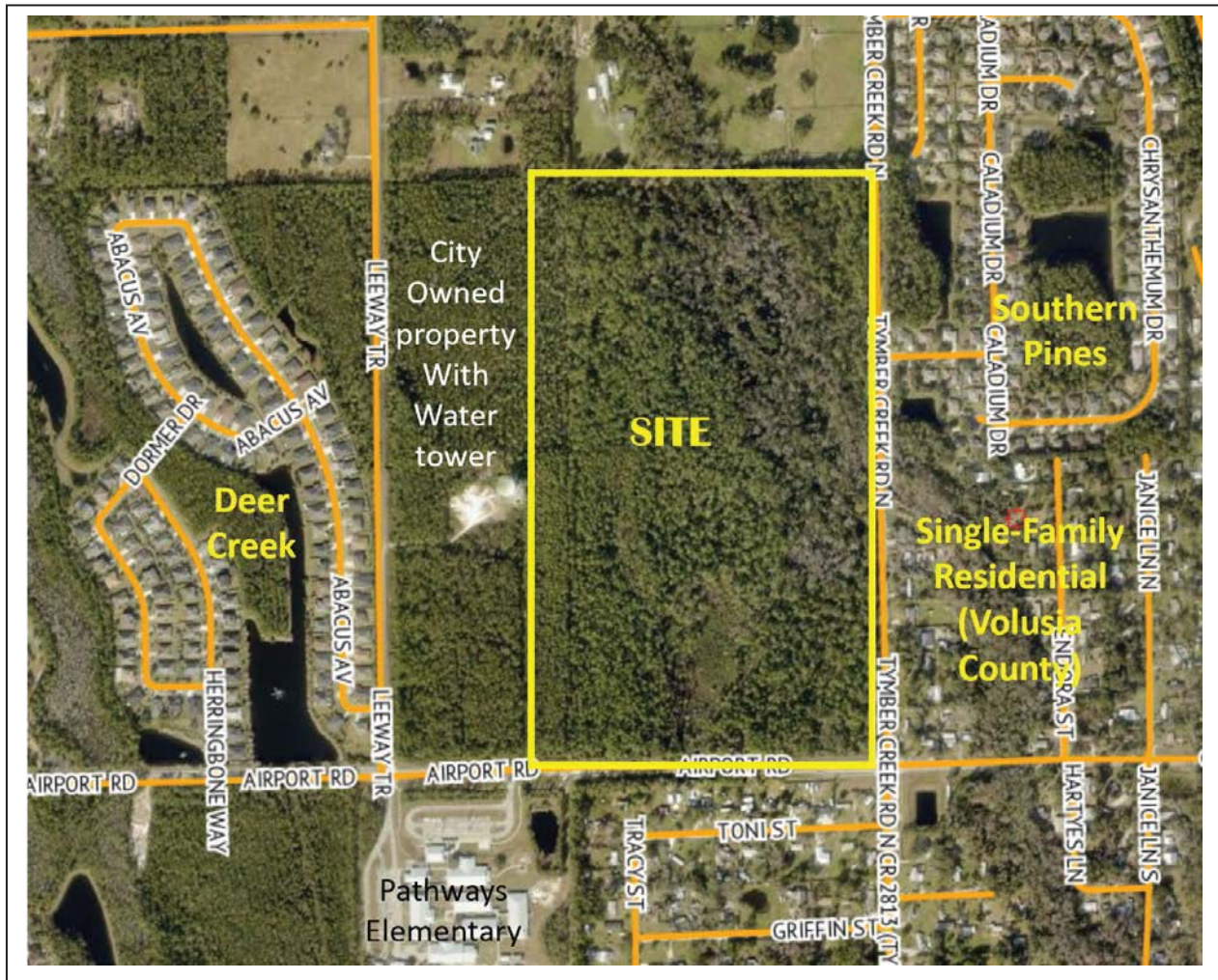
The following is a summary of the past development review and approval for the 84.14 acres included in the proposed Tattersall at Tymber Creek subdivision:

- ❖ On October 18, 2005, the City Commission approved Ordinance 2005-35 annexing 37.9 acres into the City from unincorporated Volusia County. The annexed land is directly north of the original Marshside subdivision of 46.24 acres.
- ❖ On November 14, 2006, the City Commission approved Ordinance 2006-09 authorizing the zoning approval of 68 lots (80' X 110') on 46.24 acres (1.47 gross units per acre). The Ordinance also allowed the provision of additional outdoor recreational square footage in lieu of indoor recreational facilities and required the construction of a sidewalk along Airport Road.
- ❖ On November 18, 2008, the City Commission approved Ordinance 2008-54 amending the Future Land Use Map of the Comprehensive Plan designation of the 37.9 acres that was annexed in 2005 as follows:
 1. The Future Land Use Map amendment for 21.3 acres from Volusia County “Rural” to “Suburban Low Density Residential”.
 2. The Future Land Use Map amendment for 16.6 acres from Volusia County “Environmental System Corridor” to “Open Space/Conservation”.
 3. A Future Land Use Map density restriction for the subdivision lands with the land use of “Suburban Low Density Residential” of 3.47 units per acre on 67.54 acres.
- ❖ On February 4, 2013, the City Commission acted upon the rezoning and Planned Residential Development amendment incorporating an additional 37.9 acres of land area into the Marshside Planned Residential Development. The application sought to:
 1. Rezone the annexed land, approximately 37.9 acres, from Volusia County A-2 (Rural Agriculture) and RC (Resource Corridor) to the Ormond Beach Planned Residential Development (PRD) zoning designation.
 2. Amend the original Marshside PRD to include the annexed 37.9 acres for a total project size of 84.14 acres. The project proposes the phased development of 163 lots that are 60' in width and 110' in depth.

The City Commission approved the rezoning of 37.9 acres from Volusia County A-2 (Rural Agriculture) and RC (Resource Corridor) to the Ormond Beach Planned Residential Development (PRD) zoning designation. The City Commission denied the request to amend the Planned Residential Development to allow the phased development of 163 lots that are 60' in width and 110' in depth. Key issues discussed included:

1. Increasing the subdivision density by allowing a lot size less than 80' in width;
2. Traffic impacts of the two elementary schools in close proximity to the proposed subdivision;

3. Development should be compatible with the surrounding subdivisions;
 4. Flooding concerns and stormwater management; and
 5. The Planning Board recommendation (denial 6-1) that the lot widths should remain at 80' in width as approved with the original 2006 development plan. The issue of traffic related to the two elementary schools, Pathways and Pine Trail, and the planned widening of Tymber Creek Road were discussed.
- ❖ The project's original approval of 68 lots on 46.24 acres expired on November 14, 2014.
 - ❖ On November 5, 2018, the City Commission denied the execution and issuance of a Planned Residential Development (PRD) development order to allow 144 single-family lots. Key items discussed in the denial of the development order included:
 1. Lots that were less than 80' in width. The application proposed 29 lots from 60' to 69' in width, 86 lots from 70' to 79' in width and 29 lots that are above 80' in width;
 2. Request to reduce the required 40' perimeter setback;
 3. Concerns with traffic;
 4. Concerns with flooding;
 5. A memo of agreement between CANDO2 and the Edward James Corporation; and
 6. Planning Board denial (3-2) that occurred on September 13, 2018.
 - ❖ On January 18, 2022, the City Commission denied (4-1) the execution and issuance of a Planned Residential Development (PRD) development order to allow 143 single-family lots. Key items discussed in the denial of the development order included:
 1. Concerns with stormwater;
 2. Testimony of individuals regarding stormwater concerns and traffic;
 3. Environmental impact on wildlife;
 4. Proposed entry signage which required a waiver; and
 5. Planning Board recommendation of denial (6-1) based on concerns of school impacts, traffic, environmental impact, stormwater/flooding, and density.
 - ❖ On July 12, 2022, a submittal was made by the application for a Planned Residential Development application for 129 lots and associated subdivision improvements.
 - ❖ August 23, 2022, a neighborhood meeting for the current application was conducted regarding the proposed subdivision with a summary provided in ATTACHMENT 2. Key items discussed included:
 1. Traffic along Airport Road and Tymber Creek Road;
 2. Stormwater and compensating storage;
 3. Discussion of the number of homes and if they could be reduced; and
 4. School concurrency.

EXHIBIT 2: Aerial map of the subject property and area

The uses around the subject property are as follows:

EXHIBIT 3: Land uses and zoning

Direction	Current Land Uses	Future Land Use Designation	Zoning
North	Single-Family Residential	Volusia County (VC) "Rural" and "Environmental Systems Corridor"	VC "A-2 (Rural Agriculture)" and "RC (Resource Corridor)"
South	Airport Road, Residential	VC "Urban Low Density"	VC "MH-4 (Rural Mobile Home)"
East	Tymber Creek Road, Residential	VC "Urban Low Density"	VC "MH-4 (Rural Mobile Home)"
West	City property	"Public/Institutional" and "Recreation/Open Space"	"SR (Suburban Residential)"

PROCESS: The City's Land Development Code requires that any subdivision of lands within the "Suburban Low Density Residential" land use designation with lots of less than two acres (one acre if connecting to water and sewer) be approved through the Planned Residential Development process. The zoning map amendment to designate the Tattersall at Tymber Creek land area to the Planned Residential Development zoning category occurred in 2013. In order to subdivide land less than one acre within the "Suburban Low Density Residential" land use category, a three-step process is required. The steps are as follows:

1. Planned Residential Development (PRD) Development Order: This process requires the applicant to provide a holding capacity analysis, flood zone information, proposed lot layout, recreation areas, phasing plan, generalized areas of stormwater, road layouts, and landscaping buffers. **The PRD Development Order does not require the applicant to provide detailed engineering information regarding the application. The detailed engineering work is not done until the Preliminary Plat approval process.** The application for a development order is reviewed under criteria within the analysis section and the application can be approved, approved with conditions, or denied based on the evaluation of the criteria.

Under the City's Land Development Code, the Planned Residential Development becomes the zoning district of the project site. The zoning designation for this property occurred in 2013 and there is no development order associated with the Planned Residential Development. The purpose of the land use and PRD zoning classification are to consider the land capacity and to reduce subdivision density. The Planned Residential Development development order becomes a contract between the developer and the City, and identifies the overall development concept, the number and size of lots and the location of the lots.

The process for the issuance of the development order is depicted in Exhibit 4 as follows:

Exhibit 4: Application process

Reviewing entity/action	Date	Required advertising
SPRC submittal	July 12, 2022	Not required.
SPRC comments (1 st review)	August 2, 2022	Not required.
SPRC 2 nd submittal	August 12, 2022	Not required.
SPRC comments (2 nd review)	August 29, 2022	Not required.
Neighborhood meeting	August 23, 2022	1. Mail notice, 600' radius. 2. Newspaper advertisement.
Planning Board	September 8, 2022	1. Mail notice, 300' radius. 2. Newspaper advertisement. 3. Site posting.

Reviewing entity/action	Date	Required advertising
City Commission (tentatively)	October 18, 2022 (1 st reading) November 1, 2022 (2 nd reading)	1. Mail notice, 300' radius. 2. Newspaper advertisement.
If approved, proceed to Preliminary Plat (see below)	To be determined	Not required.

2. Preliminary Plat: After a Planned Residential Development has been approved, the applicant's engineer performs detailed work in terms of the stormwater design, utilities, lot grading, and road layout. The Preliminary Plat requires review and a recommendation from the Planning Board and review/action by the City Commission. There are two options for development once a Preliminary Plat has been approved:

Option 1 - Proceed with the application for construction for completion of the required improvements prior to recording the final plat per Section 4-18(8)(a) of the Land Development Code. When the required off-site and on-site improvements are complete, the final plat along with the records and data would be submitted by the applicant to the City Engineer and reviewed by the Site Plan Review Committee (SPRC). The final plat would be approved by the City Commission and recorded.

Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat per Section 4-188(b) of the Land Development Code. With this option, the applicant files surety documents guaranteeing that such improvements will be installed. All guarantees are incorporated in a bonded agreement for the construction of the required improvements in the form acceptable to the City Attorney. The final plat would be recorded and the applicant would then construct the improvements.

3. Final Plat: The final plat is a legal document that is reviewed by an independent City Surveyor and the City's Legal Department to ensure compliance with State Statutes. Under Option 1 above, the City Commission would review and approve the plat after all improvements have been constructed. Under Option 2 above, the City Commission would review and approve the final plat with the preliminary plat.

The proposed Tattersall at Tymber Creek is seeking only the Planned Residential Development Development Order approval at this time. If the Planned Residential Development amendment is approved, detailed engineering plans would need to be reviewed by the Site Plan Review Committee and forwarded to the Planning Board and City Commission when appropriate.

PROJECT DESCRIPTION:

The project has the following attributes:

1. The total project size is 84.14 acres.
2. The development of lots is proposed to be phased and consists of 129 lots. The phasing plan is as follows:
 - Phase 1 – 51 lots;
 - Phase 2 – 24 lots; and
 - Phase 3 – 54 lots.

The subdivision phasing may be modified with review and approval of the Site Plan Review Committee

3. The project shall be required to obtain a Preliminary Plat and provide detail engineering plans with review by the Planning Board and action by the City Commission prior to the issuance of a site construction permit.
4. Subdivision Density:

EXHIBIT 5: Subdivision density

Type of density	Units per acre	Number of units (maximum)
Holding capacity (Soils, floodplain, and utilities)	2.95	248
Land use restriction (Ordinance 2008-54)	3.47	234
Gross density (Number of project acres divided by number of lots)	1.53	129
Net density (SLDR land use area only)	1.91	129

The proposed gross density is 1.53 units per acre. The density within the "Suburban Low Density Residential" land use area is 1.91 units per acre.

5. All lots shall be 80' in width. The 80' width is required per Section 2-11 of the Land Development Code (SR, Suburban Residential zoning district).
6. ATTACHMENT 6 includes an exhibit showing a conveyance swale of 50' going from Leeway Trail (across the city parcel) connecting to Groover Branch. This swale includes inlets on either side of Leeway Trail to allow water to flow under Leeway Trail. The swale shall be constructed by the applicant and upon completion and acceptance provided to the city for maintenance. The swale would provide a dedicated path to ensure off-site stormwater is not blocked. The swale has natural areas on either side for the lot on Leeway Trail and the Tattersall lots.
7. The setbacks for the project are proposed as follows:
 - Rear: 20'
 - Rear (accessory): 5'
 - Side: 7.5' to total 15'
 - Side (accessory): 5'
 - Side Corner: 25'
 - Front Yard: 25'

8. The maximum building coverage is 50%. The maximum lot coverage is 70%.
9. The maximum building height is 35 feet.
10. The subdivision shall have access from Airport Road and Tymber Creek. Both access points are shown as full access.
11. The project has reserved land, totaling 1.86 acres, along Tymber Creek Road for future roadway expansion by Volusia County.
12. School concurrency for the zoning action is provided in ATTACHMENT 3. Additional school concurrency would be required for the plat (detailed construction plans).
13. A traffic study was performed with the original project and is included in ATTACHMENT 5 and discussed in the analysis section of this report. An update was provided regarding the reduction of lots by the project traffic engineer.
14. A six (6') foot sidewalk is proposed along Airport Road to Leeway Trail (beyond the project limits) to allow a walkable path to Pathways Elementary.
15. The project proposes internal sidewalks on both sides of the streets within the Tattersall at Tymber Creek subdivision.
16. ATTACHMENT 4 provides an Environmental Assessment Analysis performed by Zev Cohen and Associates. Zev Cohen staff performed field analysis of the property. A total of 15.16 acres of wetlands exists on the Tattersall at Tymber Creek property. As designed, the project would have 2.44 acres of direct impacts to on-site wetlands.
17. Wetland 4 within the Environmental Assessment includes a channelized wetland known as Groover Branch. Groover Branch discharges south and connects offsite to the Tomoka River.
18. The water conservation plan during the design utilizes reuse water for irrigation throughout the site.
19. The property lies within Flood Zone X (area of minimal flood hazard), Flood Zone A (Special Flood Hazard Area), a regulatory floodway, and Flood Zone shaded X (a 0.2% annual chance flood area). Additional floodplain analysis would occur with the construction drawings of the preliminary plat.
20. The project buffers are as follows (see ATTACHMENT 6):
 - A. West (abutting city property). Required: 10'. Provided: 40' natural area.
 - B. Airport Road. Required 20'. Provided: Minimum of 40', varies along frontage.
 - C. North Tymber Creek Road. Required 20'. Provided: Minimum of 40', varies along frontage.
 - D. North (abutting single-family). Required: 10'. Provided: minimum 40' natural area, ranges.
21. Exhibit C of the applicant's submittal, ATTACHMENT 6, provides a fence exhibit for the subdivision. The lots that abut Airport and Tymber Creek Roads shall have architectural standards that would only allow a six (6') foot vinyl fence and the fence would be installed as a subdivision improvement. The exhibit details specifications of fences within the subdivision.

22. The project proposes architectural controls for home construction that are provided in Exhibit E, included in ATTACHMENT 6.
23. Outdoor recreation for subdivision residents is proposed in a 0.61-acre tract that includes a tot lot, covered picnic area, a half-court basketball court and a pickleball court, and a dog park. (Exhibit B, Sheet 6 of ATTACHMENT 6).
24. Architectural elevations have been proposed (ATTACHMENT 6).

ANALYSIS:

Key differences from the January 18, 2022 (original) Tattersall at Tymber Creek proposed development order:

1. Number of lots: The original application had 143 lots and the proposed application contains 129 lots. The gross density is reduced from 1.69 units per acre to 1.53 units per acre. The net density is reduced from 2.12 units per acre to 1.91 units per acre. The holding capacity density remains at 2.95 units per acre or 248 lots.
2. Stormwater/flooding: The project has submitted stormwater calculations. The project has added a conveyance swale of 50' going from Leeway Trail (across the city parcel) connecting to Groover Branch. This swale includes inlets on either side of Leeway Trail to allow water to flow under Leeway Trail. The swale shall be constructed by the applicant in phase 1 of the development and upon completion and acceptance provided to the city for maintenance. The swale would provide a dedicated path to ensure off-site stormwater is not blocked. ATTACHMENT 6 shows the conveyance swale as well as areas of floodplain impact.

Key points regarding stormwater and floodplains:

- a) Both the City and St. Johns River Water Management District require the review of pre-development and post-development in terms of rates and volume.
 - b) Stormwater design must, by city and state law, accept existing stormwater from off-site sources and cannot block that flow.
 - c) The property discharges to an outstanding Florida waterway which requires additional stormwater treatment volume in the ponds, as well as additional phosphorus and nitrogen removal.
 - d) The post development discharge will be equal to or less after development than the pre-development condition.
 - e) A compensating storage pond is shown on the northeast corner of the property between Groover Branch and Tymber Creek Road.
 - f) No variances are being sought for stormwater and all state and local standards would be met.
3. Signage waiver: The signage waiver sought in the original application has been removed.
 4. Areas for natural preservation: The area for natural preservation has increased to 32.47 acres or 38.5% of the project land area.

5. Increased recreational area: The Land Development Code requires 11,610 square feet of outdoor recreation area and 26,572 square feet is proposed.

Density: The West Ormond land use plan was adopted in 1988 for the expected growth in the western part of Ormond Beach. The 1988 land use plan created a holding capacity analysis to determine site specific density based upon utilities, soils, floodplain, and wetlands. The holding capacity analysis is within the city's Land Development Code. Ormond Beach has experienced an average annual growth rate from 2010 of 1.3% from the 2010 census to the 2020 census. Residential development has occurred within the River Oaks, Chelsea Place and Deer Creek subdivisions from 2010 to 2020. Recent subdivision developments have occurred in Cypress Trails (48 lots) and Pineland (192 lots). There have been no multi-family developments developed since 2010 (Madison Glen and Olive Grove).

The following chart illustrates the gross density of residential subdivisions in the Ormond Beach area:

EXHIBIT 6: Residential subdivision gross densities:

Subdivision	First plat	Last plat	Units	Gross Density
Breakaway Trails (DRI)	1986	2003	984	1.38
Moss Point	1989	NA	19	0.70
Broadwater	1990	NA	60	0.50
Hunter's Ridge (DRI)	1991	2016	982	0.79
Ormond Green	1991	1999	94	1.99
Pine Trails	1991	2000	70	2.38
Southern Trace	1995	NA	25	2.26
Saddlers Run	1996	NA	70	2.34
Indian Springs	1999	NA	20	0.93
Tymber Crossings	1999	2002	98	2.00
Southern Pines	1999	2004	139	1.90
Tuscany	2004	NA	53	2.47
Creekside	2004	NA	66	1.12
River Oaks	2014	2016	101	1.73
Pineland	2019	2021	192	1.22

Traffic: The applicant was required to perform a traffic impact study which followed the methodology adopted by the River to Sea Transportation Planning Organization. City staff obtained the review of a 3rd party traffic engineer who has provided comments on the traffic impact analysis. North Tymber Creek Road and Airport Road east of Tymber Creek Road are Volusia County roadways. Volusia County Traffic Engineering has also reviewed the traffic study. For the purposes of this application, the traffic analysis has not been modified. The project did provide a memorandum stating the reduction of lots would equate to a 13.7% reduction in traffic impacts. The original traffic study included the following analysis:

1. The unsignalized intersection of Airport Road and Leeway Trail currently operates at a Level of Service (LOS) of F in the A.M. peak hour with a 91.1 second delay. The intersection operates at a LOS of B in the P.M. peak hour (Table 1 of traffic study).
2. The signalized intersections of (1) Granada Boulevard at Tymber Creek Road, (2) Tymber Creek Road at Tymber Run, and (3) Tymber Creek Road at Airport Road operate with adopted LOS (Table 2 of traffic study).
3. All roadway segments in the study area currently operate within an acceptable LOS (Table 3 of traffic study).
4. Based upon the Institute of Transportation Engineers (ITE) 10th Edition of the Trip Generation Manual the original project of 146 (later reduced to 143) lots was expected to generate a total of:
 - A. 1,473 daily trips, with 736 trips entering and 737 trips exiting;
 - B. 108 a.m. peak hour trips, with 27 trips entering and 81 trips exiting; and
 - C. 146 p.m. peak hour trips, with 92 trips entering and 54 trips exiting.
5. The July 6, 2022 update indicates that the reduction of lots to 129 residential units results in a 200 daily trip reduction (13.5%) and a 20 PM peak hour trip reduction (13.7%).
6. Adding the Tattersall at Tymber Creek project trips (Tables 6 and 7 of the traffic study) indicates:
 - A. The un-signalized intersection at Airport Road and Leeway Trail continues to fail in the A.M. peak hour.
 - B. The signalized intersections meet the required LOS with the project trips added.
 - C. Recommended to optimize the signal timing splits of the A.M. and P.M. peak hours.
7. All roadway segments were expected to operate within an acceptable LOS during the P.M. peak hour with the exception of Granada Boulevard from Tymber Creek Road to I-95 (Table 12 of the traffic study).

8. Airport Road contains Pine Trails Elementary School at 300 North Airport Road, constructed in 1984 per the Volusia County Property Appraiser website, and Pathways Elementary School at 2100 Airport Road, constructed in 1997 per the Volusia County Property Appraiser website. The two schools are located a little more than one mile from each other and cause traffic congestion during the morning drop-off and afternoon pick-up.
9. A detailed analysis of the impact of school traffic was performed as part of the traffic study (page 18 of the report).
10. The project is required to provide right and left turn lanes on North Tymber Creek Road. The turn lane improvements are subject to Volusia County review and permitting.
11. Sidewalks are proposed (six feet in width) along the entrance of the project along Tymber Creek Road to Airport Road and along Airport Road across the project. In addition, the project would connect the project to Leeway Trail extending the sidewalk off-site along Airport Road.
12. As stated on Page 20 of the traffic study, “Based on the current Florida Statutes and procedures outlined in the R2CTPO TIA guidelines, the proportionate share shall be calculated based upon the number of trips from the proposed development being approved.”
13. The issuance of the development order zoning action does not provide concurrency vesting. The concurrency vesting would occur with the platting process.

The project exceeds the requirements of the Planned Residential Development regulations as follows:

1. The landscape buffer along Airport Road that is required to be 20' in width and a minimum 40' in width of natural area will be provided;
2. The landscape buffer along North Tymber Creek Road that is required to be 20' in width and a minimum 40' in width of natural area will be provided;
3. The landscape buffer to the city parcel (west of property) is required to be 6' and is a minimum 40' in width of natural area will be provided;
4. The landscape buffer along the north property boundary is required to be 20' in width and a minimum 40' in width of natural area will be provided;
5. The project has reserved land of 32' feet in depth, totaling 1.86 acres, along Tymber Creek Road for future roadway expansion by Volusia County;
6. There will be construction of the Airport Road sidewalk from the property boundary to Leeway Trail;
7. Natural areas: 12.69 acres required outside of wetlands and buffers and 15.77 provided. There is an additional 16.7 acres of natural areas. The total natural area is approximately 38.5% of the total site;
8. Recreation area: 11,610 square feet of outdoor recreation area required and

26,572 square feet is proposed; and

9. The architectural controls of the subdivision will be provided.

10. The construction of the conveyance swale from Leeway Trail to Groover Branch.

CRITERIA FOR REVIEW:

The following are the review criteria for Planned Residential Developments from the Land Development Code:

Planned Residential Development Criteria

Section 2-35, Chapter 2, Article II of the Land Development Code details the requirements of a Planned Residential Development:

1. Section 2-35.H.3, Chapter 2, Article II states, “Thirty (30) square feet of indoor recreation floor area, including exercise rooms, all-purpose space, dining areas and similar uses shall be provided for each dwelling unit, unless waived by the City Commission and replaced at a minimum as provided below:
 - a. Subdivisions of 200 dwelling units or less may provide, at a minimum, an additional 30 square feet per unit of outdoor active recreation space in compliance with this Section in lieu of the indoor recreation floor area requirement.
 - b. Subdivisions that do not provide indoor recreational facilities are not eligible for park and recreation impact fee credits.
 - c. The open space and/or additional outdoor facilities must be compatible with adjacent properties and the recreational facilities must be consistent with the needs of the project.
 - d. The Development Review Board and City Commission determine, after reviewing the proposed development plan, that the preservation of natural resources and/or provision of additional recreation facilities is appropriate and that indoor recreational facilities can be waived.”

The applicant is providing additional square footage as outdoor recreation as permitted under Subsection 1a (above) in lieu of the indoor recreation requirement. The conversion of required indoor recreation to outdoor recreation has been permitted in other Planned Residential Developments such as Creekside, Southern Pines, and Pineland.

2. Section 2-35.H.4, Chapter 2, Article II of the Land Development Code states, “Sixty (60) square feet of outdoor active recreation space (exclusive of parking, landscaping, retention/detention ponds and other site features), including pools, pool decks, shuffleboard courts, tennis courts, and fishing piers and similar uses, shall be provided for each dwelling unit. Impact fee credits for any specific outdoor recreation site shall be limited to three hundred (300) dwelling units.”

The project is required to provide a total of 8,580 square feet of recreation area. The additional 30 square feet of outdoor recreation area in lieu of the indoor recreation, requires a total of 11,610 square feet of outdoor recreation area. The project is proposing 26,572 square feet of recreational area. The recreational

amenities include a tot lot, covered picnic area, a half-court basketball court and a pickleball court, and a dog park.

3. Section 2-35.H.7., Chapter 2, Article II of the Land Development Code states, “Thirty (30) square feet of common accessible, open space shall be provided for each dwelling unit.
 - a. Common open space shall be available to all the residents of the development. At the option of the developer, subject to the approval of the City Commission, common open space may be dedicated to the use of the general public.
 - b. Common open space must be adequately landscaped and irrigated.
 - c. Natural features worthy of preservation shall be left in a natural state.
 - d. Water bodies may be utilized to meet twenty-five percent (25%) of the available open space requirement, provided significant recreational use of the waterbody can be demonstrated. Water retention and wetlands areas may not be included in this calculation.”

The approved project was required to provide 3,870 square feet of common space. The applicant has provided the common open space with additional area within the recreation amenity area.

4. Section 2-35.H.8., Chapter 2, Article II of the Land Development Code states, “Twenty percent (20%) of the project shall be left in a natural state. This may include designated conservation areas within lots or common areas, but shall not include classified wetlands and required upland buffers.”

The project is proposing that 15.77 acres of the site is to remain in a natural state where the Land Development Code requirement would be 12.69 acres. The project proposes a natural buffer around the boundary of the site. Note that there is an additional 16.70 acres of preserved wetlands and upland buffers.

5. Other Uses. Section 2-35.B.2., Chapter 2, Article II of the Land Development Code allows other uses within planned residential developments.

The only use proposed is single-family residential. No other uses are proposed.

In considering the issuance of a development order for a Planned Residential Development, the Planning Board may recommend approval, approval with conditions, or denial of the application on the extent to which the development offers site amenities above that normally found for permitted uses in the district with regard to the following:

a) Innovative Site Design

In ATTACHMENT 6, the applicant states, “The PD Plan, attached to the development agreement as Exhibit “C” demonstrates the innovative nature of the project design as a whole, with expansive open and green space, larger lot sizes, and interconnected street and sidewalk features.” The proposed application provides additional site amenities above and beyond what a standard one-acre subdivision would provide, including open space, recreational facilities, and architectural and landscape design

for the lots. The project proposes varied architectural characteristics so the houses do not all appear the same.

The project proposes two off-site improvements that demonstrate innovative site design. The first is a proposed conveyance swale to ensure off-site drainage can continue to flow with the project development. The second off-site improvement is the extension of the sidewalk beyond the property limits to connect to Leeway Trail.

b) Coordinated Architectural Design

The Tattersall at Tymber Creek project shall have an Architectural Control Committee tasked with enforcing the architectural design guidelines detailed in the plan set. In ATTACHMENT 6, the applicant states, “The development also provides for distinctive and classic entry features and signage, as further detailed in Exhibits “F” and “G” to the development agreement”.

c) Open Space, Recreation, Common Areas

The project has exceeded the space required for open space, recreation and common areas. The project has preserved 38.5% of the project land area. As discussed under the Planned Residential Development section, the applicant is providing a recreation area and common open space.

d) Coordinated Streetscape Elements

The applicant states, “The development includes significant entry features, buffering, and landscape features as specifically innovated for this project by the landscape architects and engineers at Zev Cohen & Associates. The exhibits to the development agreement illustrate the interconnected elements of the cohesive streetscape in addition to connecting sidewalks surrounding the proposed development.” Required streetscape elements such as street tree plantings and lighting shall be provided during the preliminary and final plat processes.

The project is not seeking any waivers to the lot size or the required perimeter setbacks. It is staff’s determination that this plan achieves the goals of the land use and zoning designation. The project is of low density as required by the Comprehensive Plan and exceeds the PRD requirements in open space and recreation area.

The Planning Board is required to review the rezoning request using the following criteria established in the Land Development Code to approve, approve with conditions, or deny the rezoning amendment:

1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

The proposed application meets or exceeds the Planned Residential Development requirements contained within the Land Development Code (see list of items where the Land Development is exceeded in the analysis section). Previous applications for this property have focused on the traffic impacts of development, lot sizes, and potential stormwater issues. If there is a determination that the application has

negative impacts that would adversely affect the public health, safety, welfare or quality of life, then the project should be denied.

The applicant has provided the required information in terms of lot sizes and layout, street locations, buffer requirements, traffic impacts, and stormwater planning and Planned Residential Development requirements. The Site Plan Review Committee has reviewed the application and concluded that it conforms to the requirements of the Land Development Code. Please note site-specific information (stormwater, lighting details, and landscaping details) shall be provided with Preliminary and Final Plat applications. The application exceeds the requirements of site buffering, recreational amenities, and common space. The SPRC concludes that the zoning related application will not adversely affect public health, safety, or welfare.

2. The proposed development is consistent with the Comprehensive Plan.

The property is designated “Suburban Low Density Residential” on the City’s Future Land Use Map. The City’s Comprehensive Plan identifies that the SLDR land use category be located in the outlying suburban areas of the City. The Future Land Use Element of the Comprehensive Plan states,

“It is the intent of the SLDR District to establish density standards that will achieve an intensity of development approximately 20% to 30% less than in the urban core (e.g., 1.6 to 2.5 units per acre, gross density) while encouraging smart growth principles such as compact and cluster development to reduce the cost of extending utilities and allow for the efficient delivery of government services. Maximum potential density or holding capacity within the SLDR District is determined on a case by case basis based on site specific conditions relative to on-site environmental constraints and the availability of central water and sewer services.”

The following is a list of the Comprehensive Plan Objectives and Policies pertaining to the proposed PRD:

Land Use Element

Goal 1: Land Use Distribution:

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING OR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

POLICY 1.1.2. Continue to promote sound planning for the location and design of new residential developments, including on-site common open space and recreation facilities.

POLICY 1.1.5. Encourage innovative design measures for new residential developments and ensure that adequate provision is made for neighborhood facilities suitable to the type of development proposed.

POLICY 1.1.6. Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments that will meet the varied needs of the citizens of Ormond Beach.

The development is within the required holding capacity, and the gross density range, and the lot area is consistent and furthers the intent of the Comprehensive Plan policies.

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The project has prepared an environmental assessment included in ATTACHMENT 4. The assessment reviews the project soils, vegetative community, wetlands, protected species, air quality, and floodplains. The assessment showed six wetland areas totaling 15.16 acres which would have 2.44 acres of wetland impacts. There are three areas less than 0.5 acres that would not qualify for city wetland impacts (W-1, 0.49 acres, W-5, 0.01 acres, and W-6, 0-.19 acres). The total city wetland impact would be 1.75 acres.

Stormwater and flooding were discussed extensively during the original Tattersall application. Key points regarding stormwater and floodplains:

- g) Both the City and St. Johns River Water Management District require the review of pre-development and post-development in terms of rates and volume.
- h) Stormwater design must, by city and state law, accept existing stormwater from off-site sources and cannot block that flow.
- i) The property discharges to an outstanding Florida waterway which requires additional stormwater treatment volume in the ponds, as well as additional phosphorus and nitrogen removal.
- j) The post development discharge will be equal to or less after development than the pre-development condition.
- k) A compensating storage pond is shown on the northeast corner of the property between Groover Branch and Tymber Creek Road.
- l) No variances are being sought for stormwater and all state and local standards would be met.

The project shall be required to obtain a St. Johns River Water Management District permit for wetland impacts, compensating storage, and stormwater management. Additional information regarding wetlands, drainage, and flood impacts will be provided at the time of platting.

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of

adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

The site plan implements the land use designations of “Suburban Low Density Residential” and “Open Space/Conservation” with a gross density of 1.53 units per acre and a net density of 1.91 units per acre. The property abuts roadways on the east and south property boundaries. To the west, the property abuts City owned land that contains a water tower. To the north, the property abuts large lot residential uses. The project has a minimum 40-foot buffer proposed around the perimeter of the site. It is not expected that the development would depreciate the value of the surrounding property or have negative impacts to this area of the City.

Past applications have stated the adverse traffic impacts of the subdivision combined with the location of Pathways and Pine Trails elementary. Comments received in the neighborhood meeting included the access point along Tymber Creek Road and intersection congestion at Tymber Creek Road and Airport Road. If there is a belief that the project would have negative impacts to surrounding properties, these criteria would be appropriate to seek amendments of the proposed plans or recommend denial of the application.

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

There are adequate public facilities to serve the development. Traffic and sidewalks were discussed earlier in the staff report. Based on data and analysis, there was a conclusion that impacts to roadways and the intersection operate at an acceptable level of service at build-out. Based upon state statutes any impacts of the project above adopted level of services would be required to provide a proportionate fair share agreement. There is adequate water and wastewater capacity to serve the project. Finally, the project was reviewed by the Volusia County School Board and a concurrency certificate is shown in ATTACHMENT 3.

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.

The traffic study has been provided in ATTACHMENT 6 of this staff report. The adopted roadway level of service on Tymber Creek Road and Airport Road is “E”. The traffic study concluded that intersections and roadway segments meet the established Level of Service standards.

This area is heavily influenced by the two elementary schools (Pathways and Pine Trails) within the project area. There is heavy roadway usage in the A.M. peak under the existing conditions. Similar to many schools within Volusia County there is a vehicle drop off and pick-up and less reliance on busing and walking/biking to school.

The drop-off/pick-up leads to peak hour stacking just before school and at pick-up times. The traffic study detailed the a.m. peak experience (page 18) and is reflective of staff's observation of the traffic impacts. The peak stacking occurs between 7:20 A.M. and 7:50 A.M. The intersection of Leeway Trail and Airport Road is impacted by the stacking and operates at a Level-of-Service of F in the A.M. peak. Operational issues at pick-up have included individuals stacking on Airport Road in front of Pathways Elementary awaiting the gate to open and individuals parking in the nearby Deer Creek subdivision. Past applications, the neighborhood meeting, and correspondence all point to the existing traffic issues related to the elementary schools.

7. The proposed development is functional in the use of space and aesthetically acceptable.

The project utilizes the natural constraints of the site to provide a lower density development consistent with the intent of the "Suburban Low Density Residential" land use category. Natural and landscaped areas are provided around the entire perimeter of the project to ensure it is aesthetically pleasing when viewed externally. Wetlands and natural areas have been preserved to provide a natural setting for residents within the project. A majority of the lots abut a landscape area, conservation, or stormwater pond. The project will also have an Architectural Control Committee.

8. The proposed development provides for the safety of occupants and visitors.

The overall design indicates safe movement on the site. The proposed road and access layouts conform to the dimensional standards in the Land Development Code.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

The project is required to utilize a Homeowners Association (HOA), which will institute an Architectural Control Committee to review construction plans within the development. The site plan exhibits outline regulations governing the construction of buildings and landscaping on individual lots, in order to encourage aesthetics and harmony within the development.

10. The testimony provided at public hearings.

The project has not been reviewed at a public hearing and no testimony has been provided. Any testimony at the Planning Board meeting would be provided in the meeting minutes for the City Commission review.

RECOMMENDATION:

The City's Comprehensive Plan has established the Planned Residential Development zoning classification to implement the goals of the "Suburban Low Density Residential" land use category. These goals include performing a site specific holding capacity analysis to determine density, requiring less density than in the City core areas, providing recreational, common, and natural areas, and clustering units to preserve environmentally sensitive areas. The proposed application achieves the goals of the land use and zoning designations.

Key considerations for deliberation include lots sizes, perimeter setbacks, stormwater and traffic impacts. The traffic impacts of this project have been analyzed and determined to be within the Level of Services adopted by the City Comprehensive Plan. Staff is recommending approval based upon the criteria of the Land Development Code and Comprehensive Plan. If there is a belief that the application failed to meet the established criteria, then the application should either be recommended for revisions or denied.

It is recommended that the Planning Board recommend **APPROVAL** of a Planned Residential Development amendment seeking to allow 129 single-family lots on 84.14+ acres and associated subdivision improvements, located at 304 North Tymber Creek Road, 370 North Tymber Creek Road and 2099 Airport Road as follows:

- a. Phased development of 129 lots;
- b. The provision of additional outdoor recreational square footage in lieu of indoor recreational facilities as permitted under a Planned Residential Development;
- c. Allowance of a five-year expiration date for phase one of the project from the date of City Commission approval; and
- d. Require that the detailed engineering plans (stormwater, utilities, and floodplain) for the subdivisions be prepared and submitted for the Preliminary Plat which is reviewed by the Planning Board and acted upon by the City Commission.

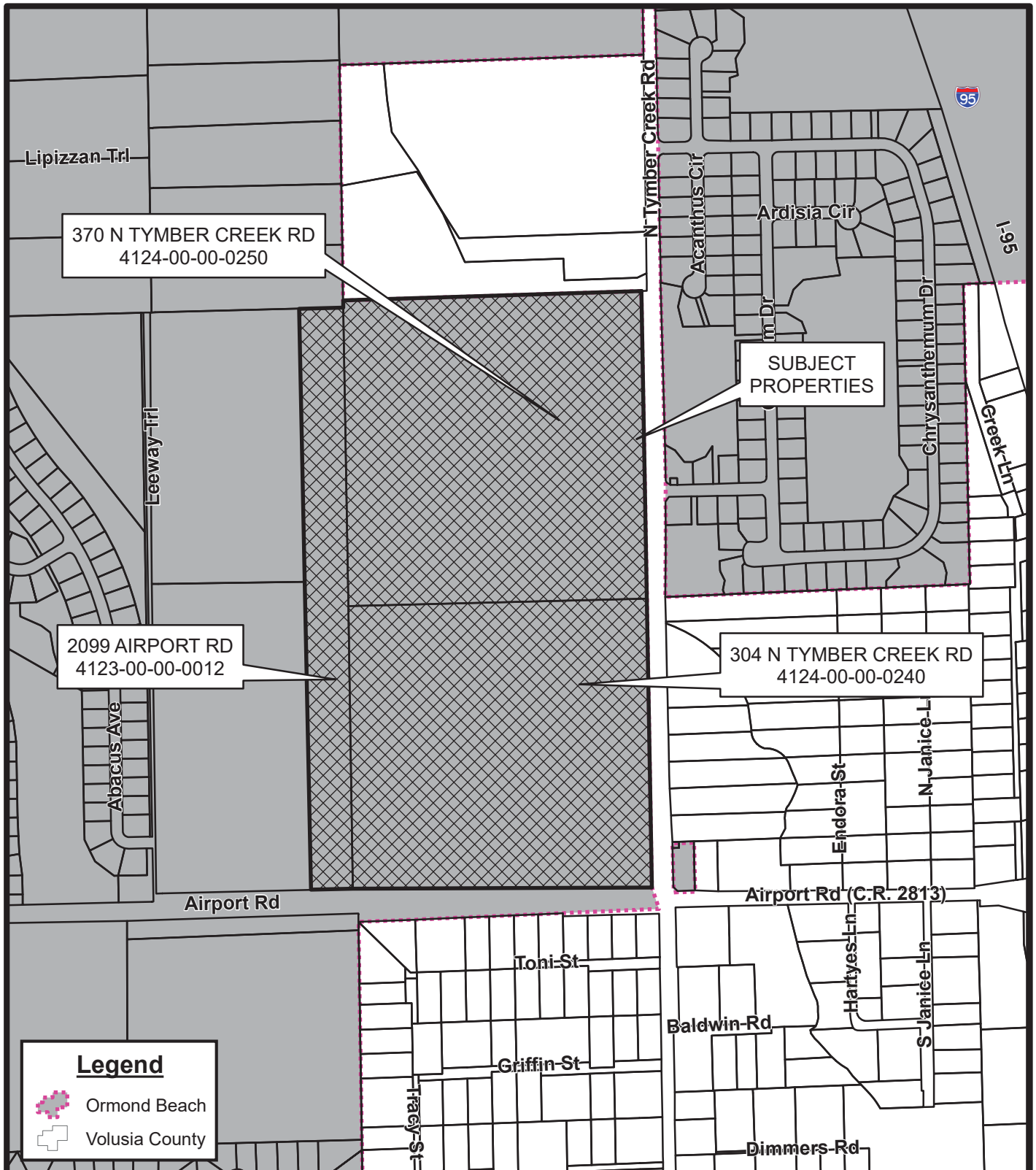
If there is a decision to deny the project, in order to ensure that the property has a zoning designation, city staff would administratively process a zoning amendment to SR, Suburban Residential.

ATTACHMENTS

- Attachment 1: Location, land use, and zoning maps.
- Attachment 2: Neighborhood meeting summary.
- Attachment 3: School concurrency
- Attachment 4: Environmental Assessment
- Attachment 5: Original Traffic Impact Analysis and update from July 6, 2022
- Attachment 6: Applicant provided information and site plans
- Attachment 7: Correspondence received

ATTACHMENT 1

Location, land use, and
zoning maps



TATTERSALL AT TYMBER CREEK
304 N TYMBER CREEK RD, 370 N TYMBER CREEK RD
AND 2099 AIRPORT RD
LOCATION MAP

Prepared By: The City of Ormond Beach
 G.I.S. Department - October 15, 2021

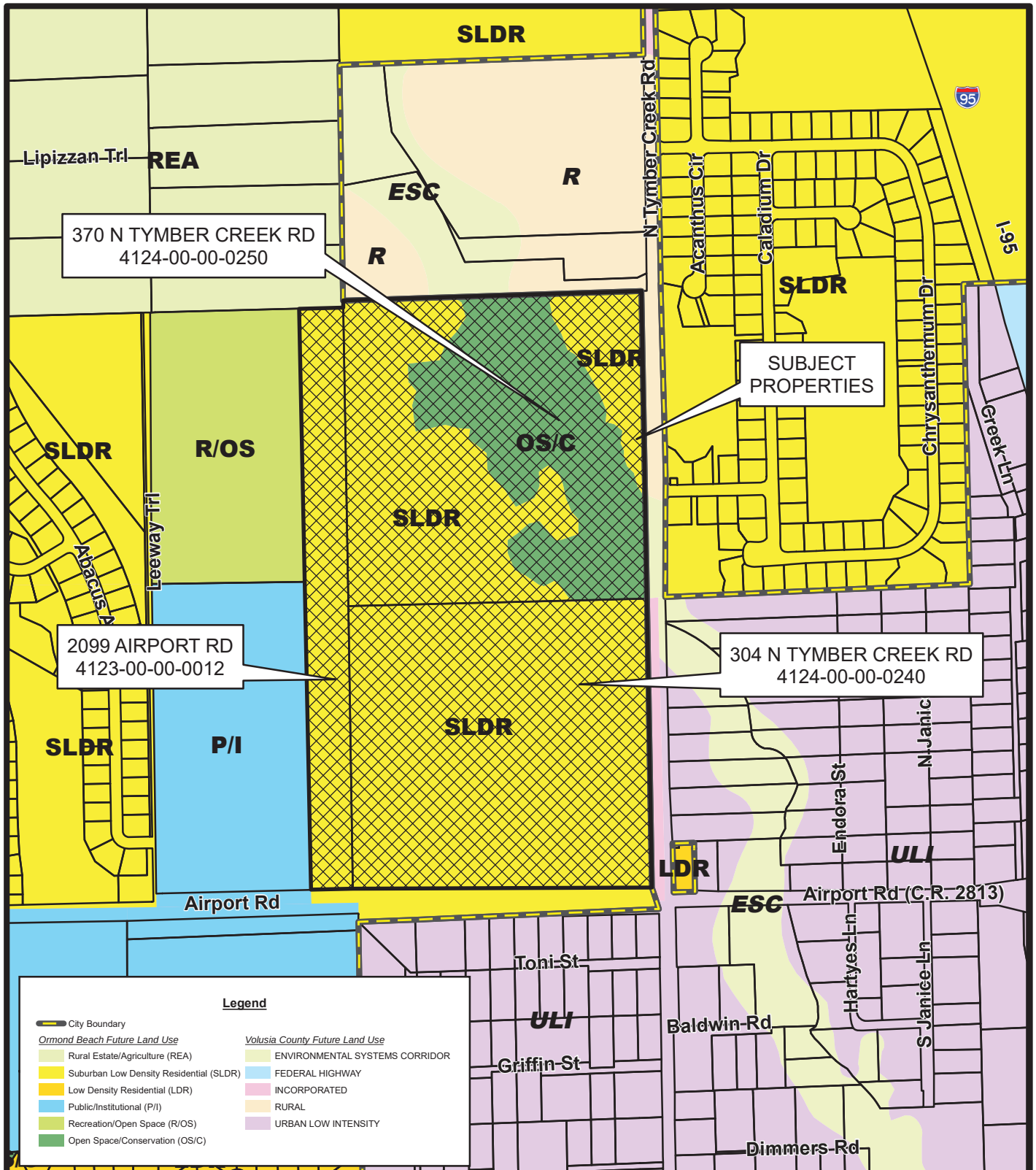




**AERIAL MAP
TATTERSALL AT TYMBER CREEK
304 N TYMBER CREEK RD, 370 N TYMBER CREEK RD
AND 2099 AIRPORT RD**

Prepared By: The City of Ormond Beach
G.I.S. Department - October 15, 2021

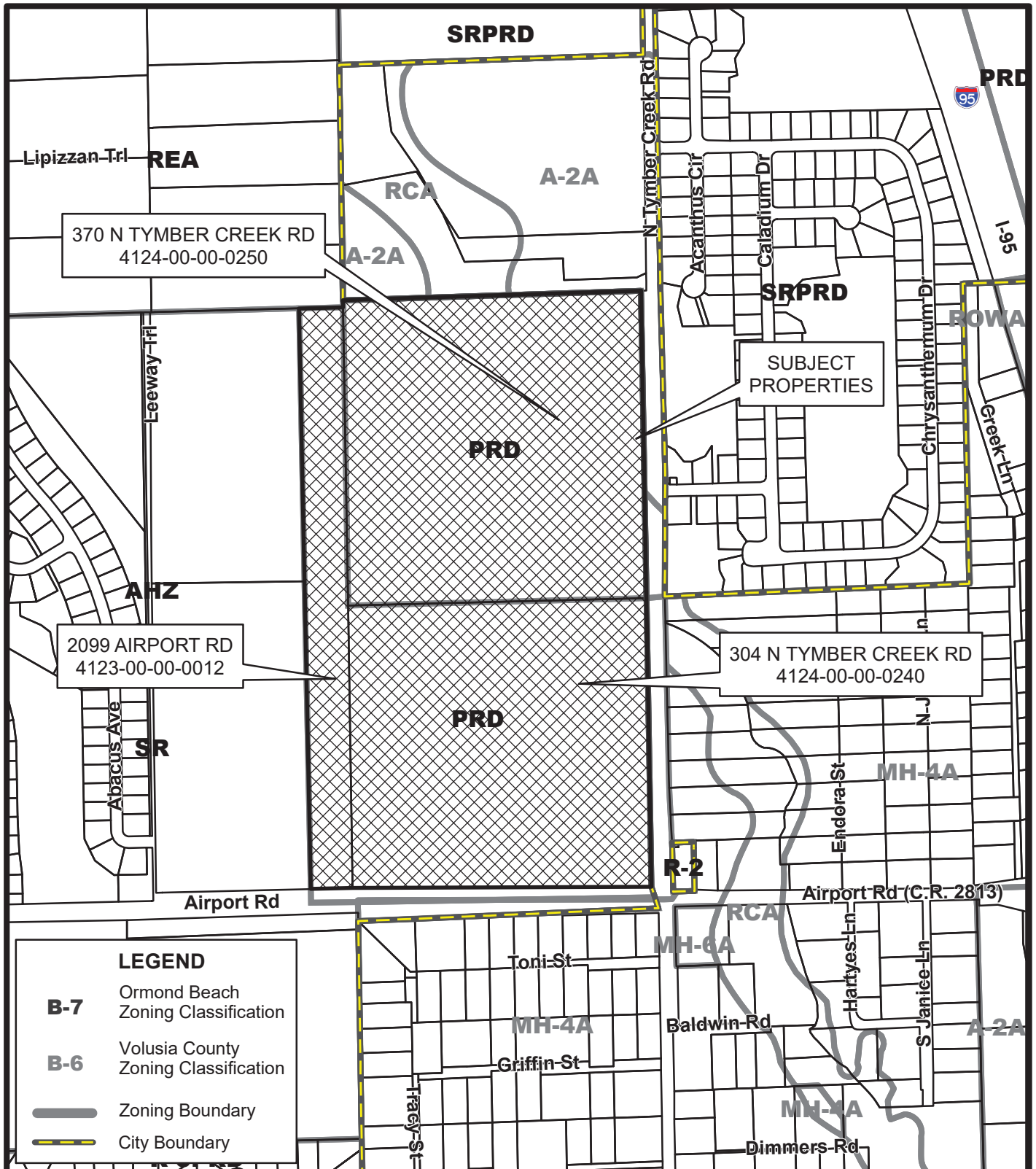




**FUTURE LAND USE MAP
TATTERSALL AT TYMBER CREEK
304 N TYMBER CREEK RD, 370 N TYMBER CREEK RD
AND 2099 AIRPORT RD**

Prepared By: The City of Ormond Beach
G.I.S. Department - October 15, 2021



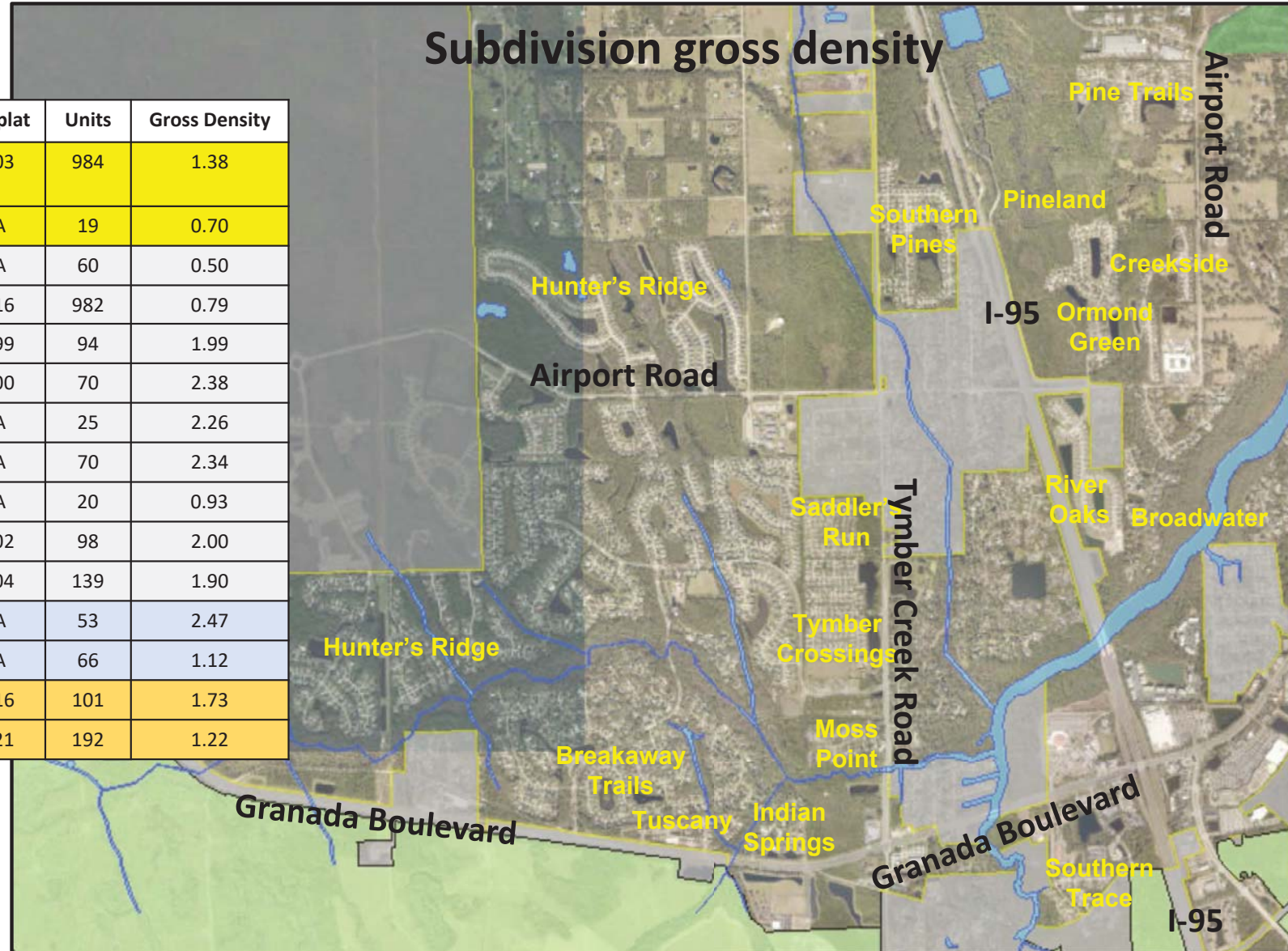


Tattersall at Tymber Creek aerial map



Subdivision gross density

Subdivision	First plat	Last plat	Units	Gross Density
Breakaway Trails (DRI)	1986	2003	984	1.38
Moss Point	1989	NA	19	0.70
Broadwater	1990	NA	60	0.50
Hunter's Ridge (DRI)	1991	2016	982	0.79
Ormond Green	1991	1999	94	1.99
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Saddlers Run	1996	NA	70	2.34
Indian Springs	1999	NA	20	0.93
Tymber Crossings	1999	2002	98	2.00
Southern Pines	1999	2004	139	1.90
Tuscany	2004	NA	53	2.47
Creekside	2004	NA	66	1.12
River Oaks	2014	2016	101	1.73
Pineland	2019	2021	192	1.22



ATTACHMENT 2

Neighborhood meeting summary

SUMMARY OF NEIGHBORHOOD MEETINGS

RE: Tattersall at Tymber Creek, Parcel ID No(s): 4123-00-00-0012, 4124-00-00-0240 &
4124-00-00-0250

Prior to submittal of the Tattersall at Tymber Creek application to the City of Ormond Beach, the development team held two informal town hall meetings to discuss the issues concerning the surrounding properties as they relate to this project. Present at these meetings and representing the development group were Jim Paytas, Trey Paytas, and Tom Valley (the developers) as well as Dwight Durant and Randy Hudak of Zev Cohen Engineering. Although these meetings were not required by the City of Ormond Beach's ("City") land development code (the "Code"), the development team followed the Code regarding notice requirements.

Prior to the group meetings, a couple conversations took place between Mr. Clay Beazley (who represents a majority of the residents toward the north in Durrance Acres) and Jim Paytas, the developer. These conversations were intended to field and address concerns the residents have with the project as well as receive feedback from the residents on the updated plans. The development team and the residents brainstormed a way to create more area and a potential swale that allows more than enough flow to occur from the adjacent City owned property and even farther to the west and the other side of Leeway Trail. As a result of these discussions, Mr. Beazley stated that he and his group were satisfied with the updated plans and would not oppose the project as it is redesigned.

During the meetings, the focus stayed on two relating topics: (1) the concern of stopping the natural flow and absorption of rainfall as it works its way towards the Groover Branch and (2) the possibility of allowing too much water to flow past the project, which may put more stormwater on the properties of neighbors downstream. The concern was that the proposed project could impact the flow of stormwater in a rainstorm which may cause an overflow into nearby properties or cause them to be affected in some way. The project team made it clear that the developer and by extension, the development, is bound by the stringent rules and regulations of both the St. John's River Water Management District and the City, which prevents the development from impacting any surrounding properties regarding stormwater runoff. As a result of this feedback from the residents, the developer proposed including the following language in the PD agreement:

"The proposed stormwater management system design *must* provide reasonable assurance that the construction of the project will not adversely affect the water quality of the receiving waterbody or increase the rate or volume of discharge from the project to the receiving waterbody.

Surface water management plans must demonstrate that the proposed development or activity has been planned and designed and will be constructed and maintained to meet the general design standards of Section 3-18 of the City's Land Development Code by maintaining the natural hydrodynamic characteristics of the watershed, and preventing increased flooding and damage."

The developer then presented the revised site layout which includes 129 homesites, down from 143 homesites presented previously. This site plan also provides significantly more natural and open space areas and removed homesite boundaries from areas within the flood zone. The residents and project team discussed how this would provide a positive impact as compared to the previous site plan. This revised site plan allows provides for significantly more area on the north boundary line of the project to potentially install a means to allow the transfer of more stormwater if needed. This illustration (as noted on the latest plan) shows the potential ability to connect to the City owned property to the west and also further connect under Leeway Trail to allow water collected in this area a direct means of flow directly to the Groover Branch. It was also disclosed that discussions have taken place between the developer and Shawn Finley, with the City Public Works Department and a representative with St. John's River Water Management District. This meeting was to discuss the proposal of the City applying for permit and granting an easement across the northern boundary of the City parcel to allow the developer this connection and possible swale to be installed at the developer's expense as a part of this project. The immediate adjacent neighbor to the north was present at the meeting and the development team had lengthy discussions with this resident which led to him obtaining a clear explanation as to how the engineering of the site will truly help his issues that he is currently having by allowing water to move without stopping on his property.

The discussions also turned toward the second topic regarding how it could be a concern to allow too much water to move too quickly and flood someone downstream. The development team explained that this is where the engineers from St. John's River Water Management District review and analyze the engineering of the site to ensure such a concern does not occur. It was also discussed how compensating storage was being provided, even though not required, to cover any of that concern. Mr. Durant invited the residents for a walk down the branch to see and discuss the areas of concern and possibly reach out to the County for an updated maintenance strategy to help assure this issue does not occur. Moreover, during the presentations, several concerned citizens expressed that they feel nothing should be built on the property close to the Groover Branch. The developer tried to explain that additional "storage" is being created to overcompensate for any displaced water that may be generated. Comments were made by citizens questioning the viability of the stormwater design and why this developer and engineer should be trusted to not cause more issues. It was explained that the engineering team, including Mr. Dwight Durant, is highly involved in the community and lives in the community. The engineering team is highly respected in the area and each engineer must sign and seal the work they do ensuring it is accurate. Additionally, the developer and assumed homebuilder carries a strong reputation all across the County for producing a quality home with a great quality and added valuation to any community they are involved in. The developers also live in the area. It was discussed that this may possibly be the best option for this property as being presented when considering the possibilities in the future.

Traffic was briefly discussed but did not appear to be long lasting as a consensus was reached that the issue is primarily during peak school hours. Additionally, it was discussed that this project is donating property to contribute to helping the water flow and current flooding issues which will promote stormwater storage and proper flow in the future. After much back and forth during two volunteered meetings arranged by the developer to receive feedback and concerns from residents prior to submitting any application, it appears most if not all concerns from the residents were addressed and discussed. The development team is excited to move this application forward and will continue to work with residents to ensure the best version of the project moves forward.

On August 23, 2022, the development team scheduled a third neighborhood meeting for citizens to review and discuss the latest iteration of the project. Jim Paytas, the developer, started by introducing the project team and introduced the project. Jim then gave the history of the property as well as the history of

the last application process. A citizen asked whether the St. John's River Water Management District criteria regarding wetlands had changed. The civil engineer for the project, Randy Hudak, answered by explaining the process of storm water on site and noted that the standards have only gotten more stringent. Another citizen asked about flooding in the area. Jim proceeded to discuss the language updated in the Planned Development agreement regarding storm water and surface water regulations and requirements. A citizen asked what the projected elevations of the property are. Randy responded that the property is generally consistent with Airport Road with some variation depending on the location on site. Another citizen asked about traffic in the area. Jim responded by explaining the number of trips produced by the project. Mark Watts, the project attorney, also explained the legal standards related to traffic concurrency. A citizen asked about the sidewalk and curb and the runoff related to that. Randy responded noting the requirements of the difference in variation permitted between curb and sidewalk. A citizen asked about reducing the number of lots even more. Jim responded that a number of lots have already been removed to account for the wetlands and stormwater systems. The project team remained at the neighborhood meeting site for any additional questions or comments the public had. At the end of the meeting, all of the questions from the citizens were answered by the development team. Again, the development team is excited to move this application forward and will continue to work with residents to ensure any concerns are addressed.

ATTACHMENT 3

School concurrency



Scott Fritz, Ed.D.
Superintendent of Schools

School Board of Volusia County

Mrs. Linda Cuthbert, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mr. Ruben Colón
Mr. Carl Persis

School Adequate Capacity Determination Finding of Adequate Capacity Letter

June 2, 2021

Mark A. Watts, Esq
Cobb Cole
231 N. Woodland Blvd.
DeLand, FL 32720

RE: Tattersall at Tymber Creek PD– Ormond Beach
School Capacity Review #21-05-18-001-A

Dear: Mr. Watts

The County Charter requires any Comprehensive Plan Amendment or Rezoning allowing increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

The School District has reviewed the information for the proposed development associated with 84 +/- acres of property located at the intersection of Airport Rd and N. Tymber Creek Rd within Ormond Beach city limits. Proposed amendment would provide the possibility for one hundred and forty-six (146) single-family units.

The district uses county wide Student Generation Rates (SGRs) of (.273) for single-family dwelling units. By applying the SGR to the use types in Table 1, we find the project could generate forty (40) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	.273	146	39.858
Multifamily Dwelling Unit	.127	0	0
Manufactured Home Dwelling Unit	.047	0	0
Total			40

FACILITIES SERVICES
3750 OLSON DRIVE, DAYTONA BEACH, FLORIDA 32124
PHONE: 386/734-7190 • FAX` 386/506-5056

An Equal Opportunity Employer

Tattersall at Tymber Creek PD– Ormond Beach
June 2, 2021

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	2019-20 SY Enrollment	% of Permanent Capacity	Plans for capacity increase long-term	Traditional K-12 Students projected
Pathways Elementary	761	109.66%	no	17
Hinson Middle	1040	114.37%	no	10
Mainland High	1854	90.06%	no	12
Other				1

The project is projected to increase the student population greater than 100% of capacity at the elementary and middle level. It however does not increase the planning area or schools over 115%. The use of adjacent schools might be necessary at the time of review. Based upon these long-term plans for growth, the school district has no objections to the proposed Comp Plan Amendment and PD.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at that time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No Student Reservations have been made at this time.

Please note that the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

If you should have additional questions please contact me at (386) 947-8786, extension 50709.

Sincerely,



Stephanie B. Doster,
Coordinator, Planning

Cc: Dr. Scott Fritz, Superintendent of Schools
Steven Grube, Director, Planning and Construction
Steven Sparker, Ormond Beach
Lisa Divina, Volusia County School Board Project File

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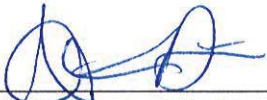


Finding of Adequate School Capacity
Volusia County School Board

Project Information	
Project Name	Tattersall at Tymber Creek PD
VCSB Project #	21-05-18-001-A
Jurisdiction Project#	
Parcel ID Numbers:	4123-00-00-0012, 4124-00-00-0240, 4124-00-00-0250
Project Location:	304 N. Tymber Creek Rd
Potential Residential Units:	146
Property Owner/Applicant:	Paylin Tymber -Contract Purchaser Cobb Cole-Mark A Watts Esq.-Agent
Notes: Additional review will be required at time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, may be subject to additional school capacity review in the future.

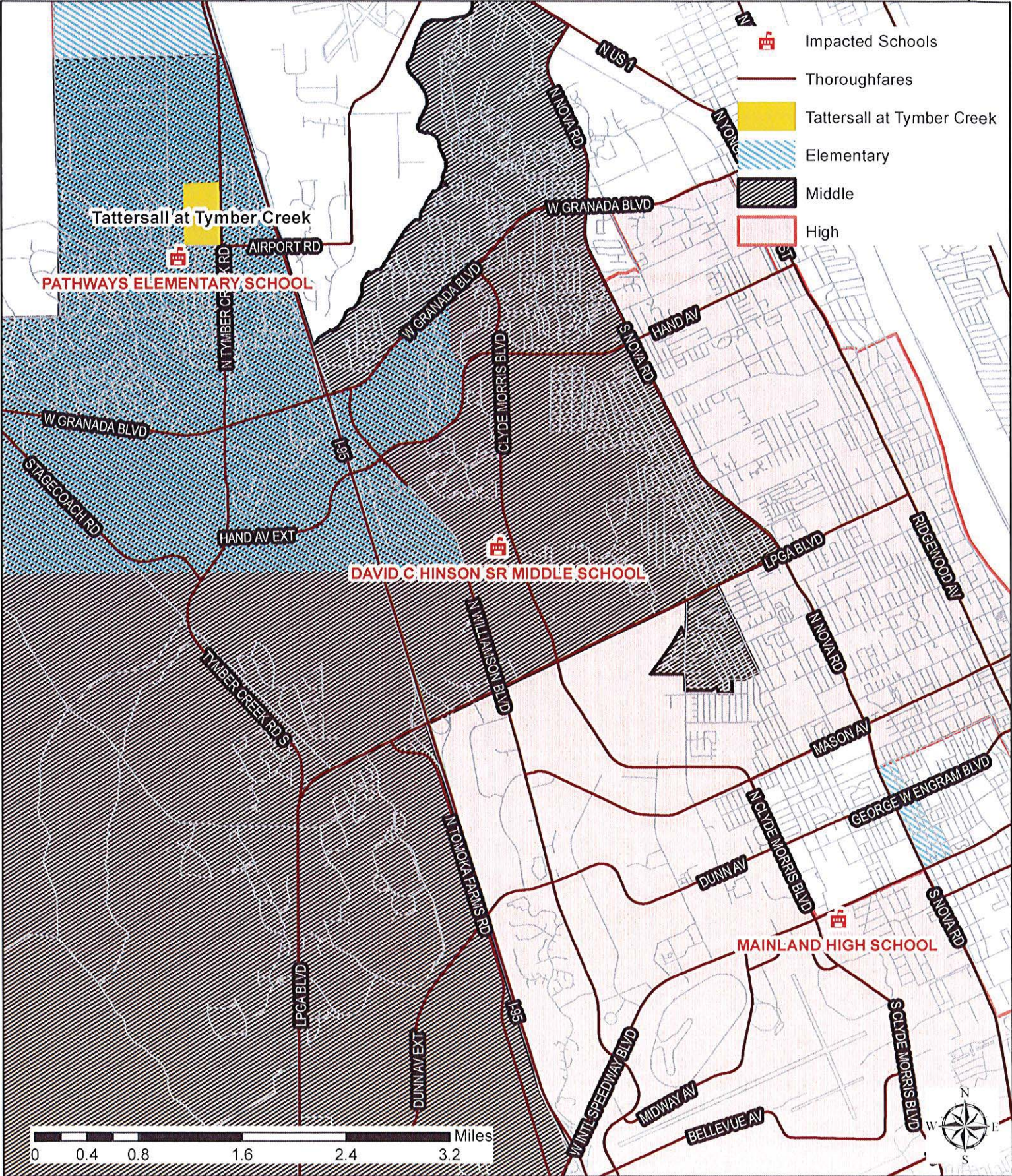


 Stephanie B. Doster,
 Coordinator, Planning

2 June 2021
 Issue Date

Adequate Capacity Review -
Tattersall at Tymber Creek PD

Created by Facilities Services
May 2021



ATTACHMENT 4

Environmental Assessment



Environmental Assessment

For

Tattersall at Tymber Creek

ZC 21021

May 3, 2021

(Revised August 3, 2021)

(Revised June 30, 2022)

(Revised August 12, 2022)

Prepared For:

Jim Paytas and Trey Paytas
Paylin Tymber 102, LLC
794 Sanders Road, Suite 1
Port Orange, FL 32129

Prepared By:

Bill Lites and Mallory Tatum
Zev Cohen & Associates, Inc.
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
(386) 677-2482

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- Location Map
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- Technical Assistance Regarding the Florida Black Bear – 2021
- Audubon Florida EagleWatch Nest App June 2022 Screenshot

1.0 PROJECT INFORMATION

The project site is located in the City of Ormond Beach, Volusia County, Florida, in Section 23 and 24, Township 14 South, and Range 31 East (**Location Map**). The property is 84.22 acres and is bound by single family, low density residential to the north, North Tymber Creek Road to the east, Airport Road to the south, and an undeveloped forested area to the west (**Aerial Map**). The latitude and longitude coordinates for the approximate center of the project are 29°16'39.82"N, 81°7'54.78"W (WGS84/NAD83) as determined on the USGS Favoretta Quad (**USGS Quadrangle Map**).

The property owner for this project is:

Jim Paytas and Trey Paytas
Paylin Tymber 102, LLC
794 Sanders Road, Suite 1
Port Orange, FL 32129

The environmental scientists for this project are:

Bill Lites and Mallory Tatum
Zev Cohen and Associates, Inc.
300 Interchange Boulevard
Ormond Beach, FL 32174

The proposed project, Tattersall at Tymber Creek, includes the construction of a residential subdivision development with associated infrastructure and a stormwater management system.

Zev Cohen & Associates, Inc. (ZCA) Environmental Department staff has conducted an Environmental Assessment (EA) of the subject property with associated site visits in March, April, November, and December of 2021 and January 2022. ZCA reviewed previous environmental reports for the subject property, characterized habitat types, verified the presence and delineated the extent of wetlands, assessed wetland impacts and mitigation, and documented the potential of occurrence of federal and state protected species. This EA report includes survey methodology, results, and supplementary materials.

2.0 SOILS

A review of the soil types present was conducted to characterize the existing conditions on the subject property. The soil review used soils surveys conducted by the United States Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS). Data are presented in accordance to Official Soil Series Descriptions (**Soils Map**).

22 – Electra Fine Sand, 0 to 5 Percent Slopes: This is a somewhat poorly drained and nearly level soil that occurs in elevated portions of flatwoods. The water table is typically

between 20 and 40 inches during the wettest months and drops to below 40 inches during drier periods. The organic content and natural fertility are low.

23 – Farmton Fine Sand: This is a poorly drained, nearly level soil in flatwoods. The water table is within 10 inches during wet periods and within 40 inches for 6 months or more during drier periods. The seasonal high water table is at the surface. Runoff is slow.

24 – Fluvaquents: These are nearly level, poorly drained, and frequently flooded soils on flood plains of rivers, creeks, and lakes. They consist of stratified layers of sandy, loamy, and clayey material, with a mucky surface texture. The subject property has been channelized in this area and system is known as Groover Branch.

45 – Pineda Fine Sand: This is a nearly level, poorly drained soil that occurs in broad, low flats of flatwoods. The water table is within a depth of 10 inches for 1 to 6 months in most years and some areas have standing water during some months. Permeability is rapid to moderately rapid.

49 – Pomona Fine Sand: This is a poorly drained, nearly level soil that occurs in low, broad areas of flatwoods. Usually, the water table is within 10 inches during wet periods and within 40 inches during drier periods. The available water capacity is medium and permeability is rapid up to 18 inches, with slow internal drainage. However, if artificial drainage is provided, then it improves.

51 – Pomona –St. Johns Complex: This is a poorly drained Pomona and St. Johns soils that is usually covered with standing water for long periods that occur in drainage ways and broad depressions in flatwoods. The soil is supposed to be almost always saturated within 10 inches of the soil surface.

2.1 Soils Analysis

The project is currently within preliminary approval phase with the City of Ormond Beach. Upon further design, the project will require a geotechnical analysis by a geotechnical engineer. The geotechnical engineer will provide an analysis of the suitability of soils including soil borings, permeability rates, groundwater elevations, normal water table and seasonal high water table elevations, and recovery analyses.

3.0 LAND USE AND VEGETATIVE COMMUNITY

The subject property is composed of uplands consistent with upland coniferous forests, coniferous plantations, hydric pine flatwoods, and a slash pine swamp forest (**Habitat Map**). Land use of the subject property was classified according to the Florida Department of Transportation (FDOT) (1999) *Florida Land Use, Cover and Forms Classification System* (FLUCFCS). The land use and vegetative communities observed on the subject property are described in detail below.

410 – Upland Coniferous Forests (61.29 ac) – The majority of the uplands on the project site are composed of naturally recruited slash pine (*Pinus elliottii*), longleaf pine (*Pinus palustris*), with a few southern magnolias (*Magnolia grandiflora*), live oaks (*Quercus virginiana*), cabbage palms (*Sabal palmetto*), and pignut hickories (*Carya glabra*) throughout. There is an open sub-canopy with a groundcover of saw palmetto (*Serenoa repens*), Yaupon holly (*Ilex vomitoria*), American beautyberry (*Callicarpa americana*), wax myrtle (*Myrica cerifera*), gallberry (*Ilex glabra*), coontie (*Zamia integrifolia*), wild coffee (*Psychotria nervosa*), bracken fern (*Pteridium aquilinum*), muscadine grape (*Vitis rotundifolia*), and wild blackberry (*Rubus cuneifolius*).

441 – Coniferous Plantations (7.77 ac) - A section of slash pine plantations exists on the western edge of the property. This area is dominated by furrowed slash pine with an understory of wax myrtle, gallberry, broomsedge (*Andropogon virginicus*), wild blackberry, and muscadine grape.

625 – Hydric Pine Flatwoods (5.28 ac) – The wetland strand on western side of the property runs north to south and the isolated wetland within the central portion of the project is composed of hydric pine flatwoods. These wetlands are dominated by a canopy of slash pine, dahoon holly (*Ilex cassine*), loblolly bay (*Gordonia lasianthus*), with a relatively open understory and ground cover composed of sparse fetterbush (*Lyonia lucida*), wiregrass (*Aristida stricta*), red root (*Lachnanthes caroliana*), and Virginia chain fern (*Woodwardia virginica*). These wetlands are bordered by a ridge of saw palmetto.

627 – Slash Pine Swamp Forest (9.88 ac) – The large wetland strand that contains a portion of Groover Branch runs through the site and was channelized in the past. This area is dominated by a canopy of slash pine, pond cypress (*Taxodium ascendens*), cabbage palm, swamp bay (*Persea palustris*), black gum (*Nyssa sylvatica*), sweet bay (*Magnolia virginiana*), sweet gum (*Liquidambar styraciflua*) and red maple (*Acer rubrum*). The shrub and ground cover consists of wax myrtle, maidencane (*Panicum hemitomon*), broadleaf arrowhead (*Sagittaria latifolia*), pickerelweed (*Pontedaria cordata*) roadgrass (*Eleocharis baldwinii*), Chapman's beaksedge (*Rhynchospora chapmanii*), St. John's Wort (*Hypericum fasciculatum*), swamp fern (*Blechnum serrulatum*), Virginia chainfern, galberry, sweetscent (*Pluchea odorata*), spadeleaf (*centella asiatica*), red root, bushy bluestem (*Andropogon glomeratus*), saw grass (*Cladium jamaicense*), Cinnamon fern (*Osmunda cinnamomea*), bog button (*Lachnocaulon anceps*), red root, and poison ivy (*Toxicodendron radicans*).

4.0 WETLANDS AND OTHER SURFACE WATERS

Forested wetlands and pine dominated wetlands were observed on the subject property. A total of **15.16 acres** of wetlands were delineated in the field and verified by reviewing agencies (**Wetlands Map**). Criteria used to determine the presence of wetlands and surface waters and delineate their boundaries were in accordance with Chapter 62-340 F.A.C. and the 1987 *Corps of Engineers Wetlands Delineation Manual*.

Wetland lines have been inspected by St. Johns River Water Management District (SJRWMD) staff (Megan Warr, Kimberly Eisele, Justin Dahl) on December 8 & 9, 2021

and January 25, 2022, and the Florida Department of Environmental Protection (FDEP) staff (Stephen Rice) on January 19, 2022. The site inspection with FDEP also focused on the State Section 404 determination and jurisdiction.

4.1 Wetland Impacts

Approximately **2.44 acres** of direct wetland impacts are proposed (**Wetland Impact Map**). Upland buffers (regulated by the City of Ormond Beach) were also partially impacted and resulted in a total of **0.09 acres** of impacted 25' buffer. Most of the wetland impacts are planned for the smaller, isolated wetlands on the west side of the site. The large wetland strand on the east side of the property that contains Groover Branch is being avoided, with a small impact to a man-made upland-cut strand on the west side of the wetland.

Wetland	Total Area (ac)	Direct Impact Area (ac)	Buffer Impact Area (ac)
W-1	0.49	0.49	n/a
W-2	3.89	0.97	0.06
W-3	0.70	0.70	n/a
W-4	9.88	0.08	0.03
W-5	0.01	0.01	n/a
W-6	0.19	0.19	n/a
Total	15.16	2.44	0.09

4.2 Avoidance and Minimization of Wetland Impacts

This is a region of Ormond Beach that is experiencing strong growth in residential housing developments and associated infrastructure, including the Hunters Ridge Development of Regional Impact (DRI), Huntington Lakes, and the Pineland Subdivision.

The local transportation network is in place for this type of development with adjacent roads including Tymber Creek Road, Airport Road, and Leeway Trail. West Granada Boulevard and Interstate-95 are also in close proximity at 1.4 miles and 2.2 miles to the south and west, respectively.

During the planning and design process, wetland impacts were avoided where possible to maximize the onsite development. Several previous plans for this area have been evaluated over the recent years that proposed much larger impacts. The current plan has been modified to avoid wetland impacts to the high quality wetland strand on the eastside of the property that contains Groover Branch. The isolated wetland pockets on the interior of the site and to the west are partially planned for impact due to the impracticality of completely avoiding impacts.

4.3 SJRWMD Jurisdictional Wetlands

All of the wetlands (**15.16** total wetland acres) on the subject property are jurisdictional to the SJRWMD. An Environmental Resource Permit (ERP) will be applied for to impact a portion of the onsite wetlands and their upland buffers.

4.4 FDEP (State Section 404) Jurisdictional Wetlands

It has been determined by ZCA staff scientists, and confirmed by FDEP, that one of the onsite wetlands (**W-4, 9.88 ac**) is connected to the Waters of the United States (WOTUS) and is jurisdictional to the FDEP (under the Federal 404 program) by connection to the Tomoka River, a Traditionally Navigable Water (TNW), and the nearest WOTUS. This wetland is considered adjacent as it contains Groover Branch, a tributary to the Tomoka River. Groover Branch was channelized prior to 1943 and runs through W-4 on the site. Wetlands 1, 2, 3, 5, & 6 are isolated from WOTUS as multiple natural and man-made uplands and various systems disconnect the wetlands from WOTUS (**WOTUS Map**). A General Permit (GP) from FDEP will be applied for to impact a small portion of Wetland 4.

4.5 USACE (Section 10) Jurisdictional Wetlands

The onsite wetlands are not jurisdictional to the US Army Corps of Engineers (USACE). USACE retains jurisdiction over all Section 10 waters and wetlands within 300ft of Section 10 waters, the closest being the Tomoka River. Because the onsite wetlands lie over 300ft from the Tomoka River, no permitting will be required by USACE.

4.6 Wetland Mitigation

Approximately **2.44** acres of direct wetland impacts are proposed (**Wetland Impact Map**). Offsite mitigation through the purchase of regionally significant mitigation banking credits is currently proposed to offset the direct and secondary impacts to the onsite wetlands.

Wetland mitigation will be required for impacts to Wetland 2 and Wetland 4. A total of **2.44 acres** of direct wetland impacts are proposed resulting in the **total functional loss of 0.819** wetland mitigation credits (**UMAM Table 1**). The proposed project lies within the Halifax River Basin. Tiger Bay and Farmton Mitigation Banks service this area and have available mitigation credits for purchase for the impacted habitats. Wetland 1, 5, & 6 are isolated and less than half an acre in size. Therefore, mitigation to impact these wetlands will not be required according to Subsection 10.2.2.1, AHVI. Under this subsection, wetland mitigation is not required for impacts to isolated wetlands less than half an acre in size as they do not provide significant habitat wetland dependent species.

4.7 Groover Branch

No surface waters exist on the site. However, Wetland 4 (W-4) contains a channelized wetland, known as Groover Branch. Groover Branch discharges south and connects offsite to the Tomoka River.

The Tomoka River has also been identified by FDEP as an Impaired Waterbody with associated Total Maximum Daily Loads (TMDLs) established for the allowable daily loading for nutrients entering the system set forth in rule 62-302 FAC.

The Groover Branch is a natural tributary to the Tomoka River that flows through the project site. It has been channelized and historically modified to improve drainage throughout the area. The Groover Branch has also been designated an Outstanding Florida Water (OFW, 62-302.700(1), FAC). Projects that impact OFW's must clearly demonstrate that the project is in the public interest. Groover Branch is not planned for impact with the current development.

During site inspections with SJRWMD and staff, it was determined that a portion of the wetland strand on the west side of Groover Branch was upland cut, therefore, may not be considered OFW and not subject to the public interest test (**OFW Map**).

4.8 City of Ormond Beach Jurisdictional Wetlands

All of the onsite wetlands and upland buffers are located within the City of Ormond Beach. This Environmental Assessment Report has been revised to include requirements outlined within Section 3-21 of the Land Development Code. Additionally, the project has demonstrated compliance with the 2025 Ormond Beach Land Development Code.

4.9 Water Conservation

The current water conservation plan during the preliminary design utilizes reuse water for the irrigation throughout the site. However, further water conservation plans, activities, and information may be developed and employed by the Homeowners Association.

4.10 Hydrology and Surface Water Management

The current conceptual design for the project utilizes five stormwater retention ponds and one compensating storage pond. However, the project is in a preliminary design phase and stormwater management will be finalized when the project is further in the design and permitting process.

5.0 PROTECTED SPECIES

Prior to visiting the site, a background literature search was also conducted to compile a list of state and federally protected animal and plant species that could occur on-site. The three primary sources of literature reviewed include the Florida Fish and Wildlife

Conservation Commission's (FWC) *Florida's Endangered Species, Threatened Species, And Species of Special Concern*, the United States Fish and Wildlife Service's (USFWS) Threatened and Endangered Species System (TESS) database, and the Florida Department of Agriculture and Consumer Services (FDACS), Division of Plant Industry's (DPI) *Notes on Florida's Endangered and Threatened Plants*. Additional information was gathered from the Florida Natural Areas Inventory (FNAI) *Field Guides to the Rare Animals/Plants of Florida*, and the Florida Committee on Rare and Endangered Plants and Animals (FCREPA) *Rare and Endangered Biota of Florida Series: Volumes 1-5*, ZCA's *Protected Species Database*, including the *Florida Scrub-Jay Database* (a Zev Cohen proprietary database comprised of data acquired from several agencies, direct observations, and scientific journals), and the Audubon Florida EagleWatch Eagle Nest Locator web site.

USFWS Information for Planning and Consultation (IPAC) has provided a list of potentially occurring species and other resources such as critical habitat that may occur on the project site (**IPAC Resource List**). These species, excluding species with no available habitat (sea turtles), are discussed following the 5.1.1 table.

As part of the SJRWMD permitting process, the project's application was sent to FWC to provide comments (**FWC Comments**). Their comments were limited to advisory information and recommendations for reducing potential conflicts with the Florida black bear (*Ursus americanus floridanus*).

5.1 Protected Wildlife Species

The state and federally protected animal species with the potential to occur on the project site are listed in Table 5.1.1, below. The estimated likelihood of occurrence of each species is noted in the table and those species with at least a moderate likelihood of occurrence are discussed following the table.

Figure 5.1.1. Federally and Florida state protected wildlife species with the potential to occur on the subject property, in Volusia County, Florida.

Species Name	Common Name	Agency Listing		Likelihood of Occurrence	Habitat
		FWC/USFWS			
<i>Alligator mississippiensis</i>	American alligator	FT		Moderate	Lakes, slow moving rivers
<i>Amphelocoma coerulescens</i>	Florida scrub-jay	FT		Low	Scrub, xeric oak
<i>Drymarchon corais couperi</i>	Eastern indigo snake	FT		Low	Wide variety of habitats
<i>Egretta caerulea</i>	Little blue heron	ST		Low	Shallow water bodies in FL
<i>Egretta tricolor</i>	Tricolored heron	ST		Low	Coastal ponds, marshes, swamps
<i>Falco sparverius paulus</i>	Southeastern American kestrel	ST		Low	Open habitats with scattered trees
<i>Gopherus polyphemus</i>	Gopher tortoise	ST		Moderate	Sandhills, scrub, flatwoods
<i>Haliaeetus leucocephalus</i>	Bald eagle	BE		Low	Common adjacent to water
<i>Laterallus jamaicensis</i>	Eastern Black Rail	FPT		Low	Salt, brackish, and fresh wetlands
<i>Mycteria americana</i>	Wood stork	FT		Low	Shallow open waters
<i>Picoides borealis</i>	Red-cockaded woodpecker	FE		Low	Mature pine forests with regular burn
<i>Pituophis melanoleucus</i>	Florida pine snake	ST		Low	Upland areas adjacent to wetlands
<i>Platalea ajaja</i>	Roseate spoonbill	ST		Low	Coastal ponds, marshes, swamps
<i>Ursus americanus floridanus</i>	Florida black bear	BCR		Moderate	A wide variety of habitats

FE= Federally Endangered; FT= Federally Threatened; FPT= Federally Proposed Threatened; BE= Bald and Golden Eagle Protection Act; ST= State Threatened; SSC= Species of Special Concern; BCR= Bear Conservation Rule

Gopher tortoise (*Gopherus Polyphemus*) – The gopher tortoise is a state-designated Threatened Species due to habitat loss associated with development. Gopher tortoises require uplands that have a high enough elevation to allow for the construction of underground burrows that would not be below the groundwater table. These conditions are present on the subject property. Other commensal species may utilize these burrows such as the Gopher frog (*Lithobates capito*), Florida mouse (*Peromyscus floridanus*), and the Eastern indigo snake (*Drymarchon couperi*). During all previous site visits, no gopher tortoise burrows were observed onsite. However, a 100% gopher tortoise survey will need to be performed prior to any construction activities. If any gopher tortoise burrows are identified on site, burrow excavation and tortoise relocation will be required prior to construction for all identified burrows and a gopher tortoise relocation permit will need to be obtained from FWC.

Bald Eagle (*Haliaeetus leucocephalus*) – In 2007, the USFWS removed the Bald Eagle from the list of federally endangered and threatened species. They were additionally removed from the FWC's imperiled species list in 2008. Bald Eagles are no longer protected under the Endangered Species Act, however, they are still protected under the Bald and Golden Eagle Protection Act. This act restricts development adjacent to known Bald Eagle nests.

According to the Audubon's Florida EagleWatch Nest Locator database, there is a single eagle nest located approximately 1.25 miles east of the project (**Audubon Florida Eagle Watch Public Nest App Map**). Please note that the location provided by this website is

provided only to allow the user to view the general location of a nest and to confirm that an appropriate area of interest was targeted by the user's search. Since these nests do not occur within 660' of the site, development of the site will not be constrained by these nests.

Wood Stork (*Mycteria Americana*) – The wood stork is a federally Threatened Species. It is primarily associated with freshwater and estuarine habitats that offer an abundance of prey sources. Using USACE Jacksonville District, USFWS Jacksonville Ecological Services Field Office and State of Florida Effect Determination Key of Wood Stork in Central and North Peninsular Florida, the project is more than 2,500 feet away from an active nesting colony and not within the core foraging zone. The project site does contain suitable foraging habitat (SFH) as there are surface water and wetlands onsite, therefore the project is *Not Likely to Adversely Affect* wood storks.

Florida Sandhill Crane (*Grus canadensis*) – The Florida sandhill crane is a state-designated threatened species. They inhabit areas with freshwater marshes, prairies, and pastures and are often seen alongside roads and in yards in housing developments. They lay their nests on mats of vegetation in shallow water. These are threatened species in Florida due to habitat loss associated with wetland drainage or conversion to prairie for development or agricultural use. They are protected by the US Migratory Bird Treaty Act and Florida's Endangered and Threatened Species Rule. This property does not consist of suitable habitat as it is an overgrown coniferous forest. It is expected that development will *no effect* Florida sandhill cranes.

Eastern Indigo Snake (*Drymarchon couperi*) – The eastern indigo snake is a federally threatened species found in a wide variety of habitats including pine flatwoods, scrubby flatwoods, dry prairies, tropical hardwood hammocks, freshwater marshes, agricultural fields, and disturbed sites. The project site is composed mostly of coniferous forests. Using the Amended 2010 USFWS Concurrence in USACE Use of Eastern Indigo Snake Programmatic Effect Determination Key, the project is not located in open water or salt marsh, the permits will be conditioned for use of the Service's *Standard Protection Measures for the Eastern Indigo Snake*, and there are no gopher tortoise burrows, cavities or other refugia within the project limits where a snake could be buried or trapped during construction, therefore, the project is *Not Likely to Adversely Affect* (NLAA) the eastern indigo snake.

Florida Pine Snake (*Pituophis melanoleucus mugitus*) – The Florida pine snake is a state-designated threatened species by Florida's Endangered and Threatened Species Rule. The Florida pine snake inhabits areas with well-drained, sandy soils with a moderate to open canopy. These conditions are present on and adjacent to the project site, but due to the habitat being overgrown with a dense understory, closed canopy, and large amount of wetlands, *no effect is anticipated* for the project.

Florida Black Bear (*Ursus americanus floridanus*) – The Florida black bear is protected under the Bear Conservation Rule, which states it is illegal to "take, possess, injure, shoot, collect, or sell black bears or their part." Black bears are most threatened by habitat loss and human-bear conflicts. FWC has provided comments and technical

assistance to the project to reduce the likelihood of conflicts during and after construction (**Technical Assistance Regarding the Florida Black Bear-2021**).

5.2 Wildlife Survey

A preliminary site review was conducted to assess the potential presence of protected wildlife species on the subject property. The only federally or state protected species found to occur on the project site was the gopher tortoise. A 100% gopher tortoise survey will be required for the property within 90 days prior to construction to be conducted by an Authorized Gopher Tortoise Agent. A gopher tortoise relocation permit will be required depending upon the amount of burrows located. Any tortoise burrows identified during the survey will require excavation and relocation of tortoises to an Authorized Gopher Tortoise Recipient Site.

Wildlife observed onsite included the downy woodpecker (*Picoides pubescens*), red-bellied woodpecker (*Melanerpes carolinus*), pileated woodpecker (*Dryocopus pileatus*), black racer (*Coluber constrictor*), red rat snake (*Pantherophis guttatus*), barred owl (*Strix varia*), nine-banded armadillo (*Dasypus novemcinctus*), raccoon (*Procyon lotor*), wild hog (*Sus scrofa*), white tailed deer (*Odocoileus virginianus*), white ibis (*Eudocimus albus*), white-eyed vireo (*Vireo griseus*), great egret (*Ardea alba*), little blue heron (*Egretta caerulea*), tufted tit mouse (*Baeolophus bicolor*), and the great crested flycatcher (*Myiarchus crinitus*). The presence of these species is not expected to impact development of the site.

5.3 Protected Plant Species

The state and federally protected plant species with the potential to occur on the project site are listed in Table 5.3.1 below. The estimated likelihood of occurrence of each species is noted in the table and those species with at least a moderate likelihood of occurrence are discussed following the table.

Table 5.3.1 Protected plant species with potential presence on the project site.

Species Name	Common Name	Agency Listing	Likelihood of Occurrence	Habitat
		FDACS/FWS		
<i>Acrostichum danaeifolium</i>	Giant leather fern	CE	Low	Brackish and freshwater marshes
<i>Asplenium auritum</i>	Auricled spleenwort	E	Low	Hammocks
<i>Asplenium serratum</i>	Bird's-nest spleenwort	E	Low	Hammocks and swamps
<i>Calamintha ashei</i>	Ashe's savory	T	Low	Dry pinelands and sand pine scrub
<i>Calamovilfa curtissii</i>	Curtiss' reedgrass	T	Low	Pine flatwoods
<i>Calopogon barbatus</i>	Bearded grass pink	T	Low	Wet pine flatwoods, bogs
<i>Calopogon multiflorus</i>	Many-flowered grass pink	E	Low	Pine flatwoods, esp. recently burned
<i>Campyloneurum phyllitidis</i>	Strap fern	E	Low	Hammocks; epiphytic
<i>Centrosema arenicola</i>	Sand butterfly pea	E	Low	Sandhills and scrubby flatwoods
<i>Conradina grandiflora</i>	Large-flowered rosemary	E	Low	Pinelands
<i>Cucurbita okeechobeensis</i>	Okeechobee gourd	E/E	Low	Hammocks

<i>Deeringothamnus rugelii</i>	Rugel's pawpaw	E/E	Low	Wet pine flatwoods
<i>Encyclia tampensis</i>	Butterfly orchid	CE	Low	Mangrove, cypress and hardwood swamps; hammocks
<i>Epidendrum conopseum</i>	Greenfly orchid	CE	Low	Moist hammocks, cypress and hardwood swamps; epiphytic
<i>Garberia heterophylla</i>	Garberia	T	Low	Sand pine and oak scrub
<i>Glandularia tampensis</i>	Tampa vervain	E	Low	live oak-cabbage palm hammocks and pine palmetto flatwoods
<i>Harrisella porrecta</i>	Threadroot orchid	T	Low	Cypress and hardwood swamps, old citrus groves; epiphytic
<i>Hartwrightia floridana</i>	Florida hartwrightia	T	Low	Acid, seepage areas
<i>Helianthus carnosus</i>	Lakeside sunflower	E	Low	Wet flatwoods
<i>Hexalectris spicata</i>	Crested coralroot	E	Low	Hammocks
<i>Illicium parviflorum</i>	Yellow star anise	E	Low	Wet woods and swamps
<i>Lechea cernua</i>	Nodding pinweed	T	Low	Scrub
<i>Lechea divaricata</i>	Spreading pinweed; pine pinweed	E	Low	Pinelands
<i>Lilium catesbaei</i>	Catesby's lily	T	Low	Moist pine flatwoods and savannahs
<i>Listera australis</i>	Southern twayblade	T	Low	Hammocks
<i>Lobelia cardinalis</i>	Cardinal flower	T	Low	Streams, riverbanks and spring runs
<i>Lycopodiella cernua</i>	Nodding clubmoss	CE	Low	Wet pinelands
<i>Matelea floridana</i>	Florida milkweed; panhandle anglepod	E	Low	Upland hardwood and mixed forests
<i>Monotropis reynoldsiae</i>	Pigmy-pipes; sweet pinesap	E	Low	Deciduous woods; parasitic on the roots of Cornus florida
<i>Nemastylis floridana</i>	Fall-flowering ixia; celestial lily	E	Low	Swamps, marshes and wet pine flatwoods
<i>Ophioglossum palmatum</i>	Hand adder's tongue fern	E	Low	Hammocks; epiphytic on Sabal palmetto
<i>Osmunda cinnamomea</i>	Cinnamon fern	CE	Observed	Wet woods and swamps
<i>Osmunda regalis</i>	Royal fern	CE	Observed	Wet woods and swamps
<i>Pecluma dispersa</i>	Polypody fern	T	Low	Hammocks
<i>Pecluma plumula</i>	Polypody fern	E	Low	Hammocks; epiphytic
<i>Pecluma ptilodon</i>	Swamp plume polypody	E	Low	Hammocks
<i>Platanthera blephariglottis</i>	Large white fringed orchid	T	Low	Marshes, and wet, open, grassy areas
<i>Platanthera cristata</i>	Golden fringed orchid	T	Low	Marshes and wet, pine flatwoods
<i>Platanthera flava</i>	Southern tubercled orchid; gypsy-spikes	T	Low	Cypress and hardwood swamps
<i>Platanthera nivea</i>	Snowy orchid; bog torch	T	Low	Wet pine flatwoods
<i>Pogonia ophioglossoides</i>	Rose pogonia	T	Low	Marshes and wet, pine flatwoods
<i>Pteroglossaspis ecristata</i>	Wild coco; giant orchid	T	Low	Sand pine scrub and sandhills
<i>Rhaphidophyllum hystrix</i>	Needle palm	CE	Low	Wet to mesic woods and hammocks
<i>Rhododendron canescens</i>	Pink azalea	CE	Low	Streambanks and swamp margins
<i>Sarracenia minor</i>	Hooded pitcherplant	T	Low	Wet, open, acid pinelands and bogs
<i>Schwalbaea americana</i>	American chaffseed	E/E	Low	Dry, oak woods and pinelands
<i>Spiranthes brevilabris</i> var. <i>floridana</i>	Florida ladies' tresses	E	Low	Pine flatwoods
<i>Spiranthes laciniata</i>	Lace-lip ladies' tresses	T	Low	Marshes and cypress swamps
<i>Spiranthes longilabris</i>	Long-lip ladies' tresses	T	Low	Marshes and wet pine flatwoods
<i>Spiranthes ovalis</i>	Oval ladies' tresses	E	Low	Wooded hills and streambanks
<i>Spiranthes polyantha</i>	Green ladies' tresses	E	Low	Hammocks
<i>Spiranthes tuberosa</i>	Little ladies' tresses; little pearl twist	T	Low	Pine flatwoods
<i>Tillandsia utriculata</i>	Giant wild pine	E	Low	Hammocks and cypress swamps; epiphytic

<i>Zamia pumila</i>	Florida coontie	CE	Observed	Hammocks, pinelands and Indian middens
<i>Zephyranthes atamasca</i>	Rain lily	T	Low	Wet pine flatwoods and meadows
<i>Zephyranthes simpsonii</i>	Simpson's zephyr lily	T	Low	Wet pine flatwoods and meadows

E= Endangered; T= Threatened; CE= Commercially Exploited

Based on the results of the database search described above, 3 protected plant species were observed by ZCA staff. The cinnamon fern and royal fern were observed in the flagged wetland and the coontie was observed in the uplands onsite. Plants listed as CE are only protected against illegal harvesting. No protected plant species are expected to be impacted within the proposed development nor will future permitting be required.

5.4 Vegetation Surveys

The project is currently within preliminary approval and design phase. However, a tree survey to demonstrate compliance with the Land Development Code and tree protection requirements has been completed by a team of biologists. The data provided by the biologist will be utilized during the design phase to minimize impacts to historic trees and preserve trees when practical.

6.0 AIR QUALITY

Zev Cohen and Associates, Inc. has conducted a review on the proposed project site for the projects impact on air quality. The proposed project is to construct a residential subdivision and associated infrastructure. The development is not expected to negatively impact air quality standards as established by the Clean Air Act (42 U.S.C. §7401 et seq. (1970)) and the Air Pollution Control Standards (62-204 FAC).

7.0 ARCHAEOLOGICAL AND HISTORIC SITES

The project is within a zoning level approval and no research regarding archaeological or historical significance has been completed. If it is deemed necessary by permitting agencies, further research by Registered Professional Archaeologists may be required. However, if any significant historical or archaeological items are found during the construction phase, provisions in FS 267.061 will be followed.

8.0 FLOODPLAINS

The Federal Emergency Management Agency (FEMA) has established flood maps or Flood Insurance Rate Maps (FIRMs) to provide flood hazard information. The project lies within Zone X (Area of Minimal Flood Hazard), Zone A (1% Annual Chance Floodway), a Regulatory Floodway, and a 0.2% Annual Chance Floodway (**FEMA Flood Map**). The project is currently within a preliminary approval process and further floodplain analysis to demonstrate compliance with flood damage control regulations and floodplain compensation will be finalized during the final design process.

9.0 SUMMARY

Zev Cohen and Associates, Inc. has conducted a site review on the proposed project site for the purposes of determining the presence or potential presence wetlands and state and federally protected wildlife. Six wetland areas were observed totaling 15.16 acres. Permitting through SJRWMD and FDEP is currently in progress. Mitigation banking credits will be purchased to offset wetland impacts.

There are 2.44 acres of proposed direct impacts. Wetland 4 was determined to be jurisdictional to the State Section 404 governed by FDEP, while all other wetlands were determined to not be connected to WOTUS. Mitigation credits will be purchased based on the preliminary UMAM values resulting in a loss of 0.819 credits.

A wildlife survey was conducted to evaluate the potential presence of state and federally protected wildlife species. The gopher tortoise was the only listed species with possible presence on the subject property. A 100% gopher tortoise survey will be required for the property within 90 days prior to construction to be conducted by an Authorized Gopher Tortoise Agent.

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Appendix A

Exhibits



Legend

 Project Boundary

8.B.c



ACANTHUS CIR

CALADIUM DR

CROSS VINE DR

CHRYSANTHEMUM DR

TYMBER CREEK RD N

LEEWAY TR

AIRPORT RD

CR-2813 (AIRPORT RD)

TONI ST

TRACY ST

TYMBER CREEK RD N

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Aerial Map Tattersall at Tymber Creek Ormond Beach, Florida



300 Interchange Blvd
Ormond Beach, FL 32174

ph 386-6

Packet Pg. 679

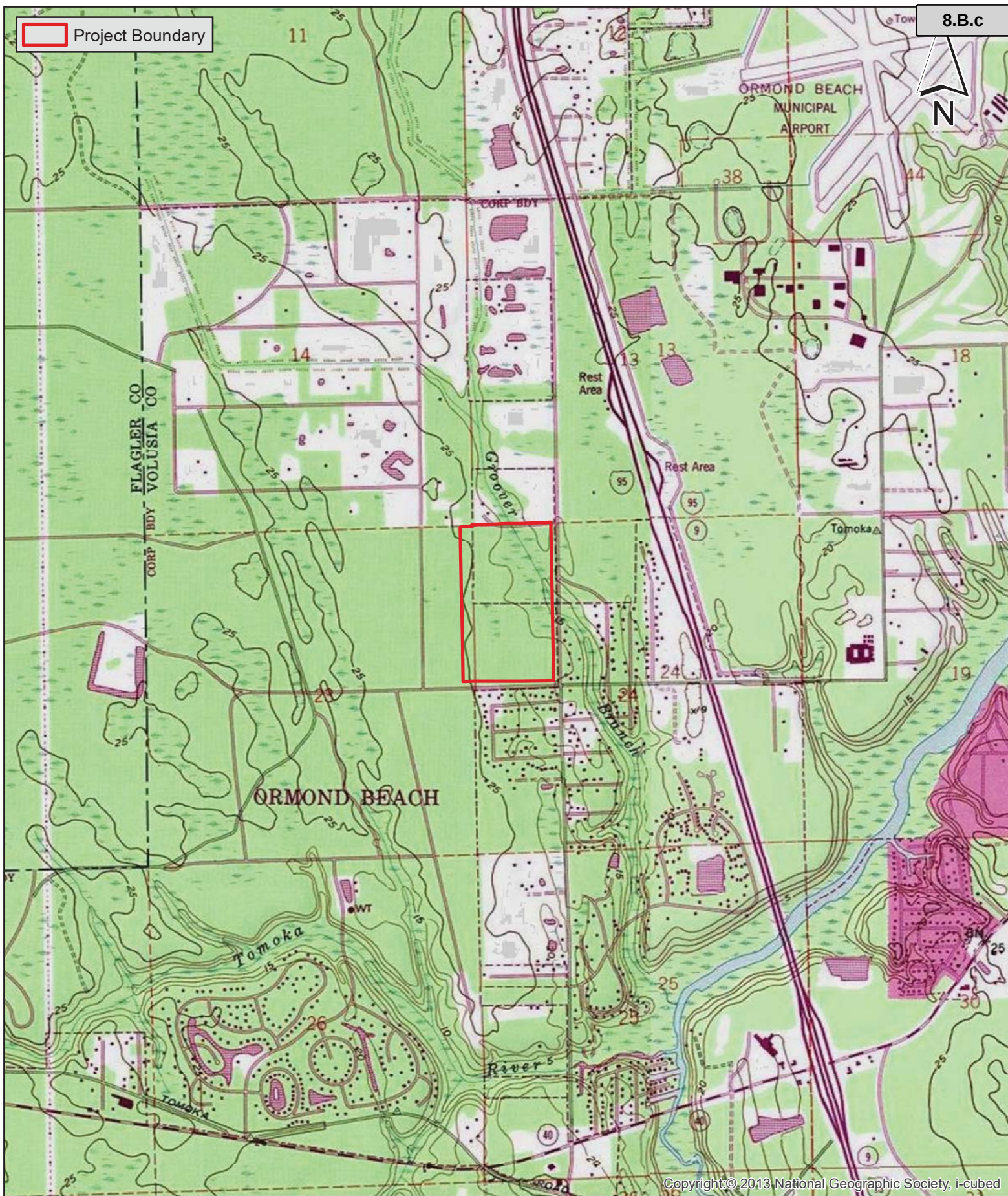
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380 190 0 380 Feet



Project Boundary

8.B.c



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USGS = U.S. Geological Survey

USGS Quadrangle Map
Tattersall at Tymber Creek
Ormond Beach, Florida

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Ormond Beach, FL 32174
ph 386-
Packet Pg. 680

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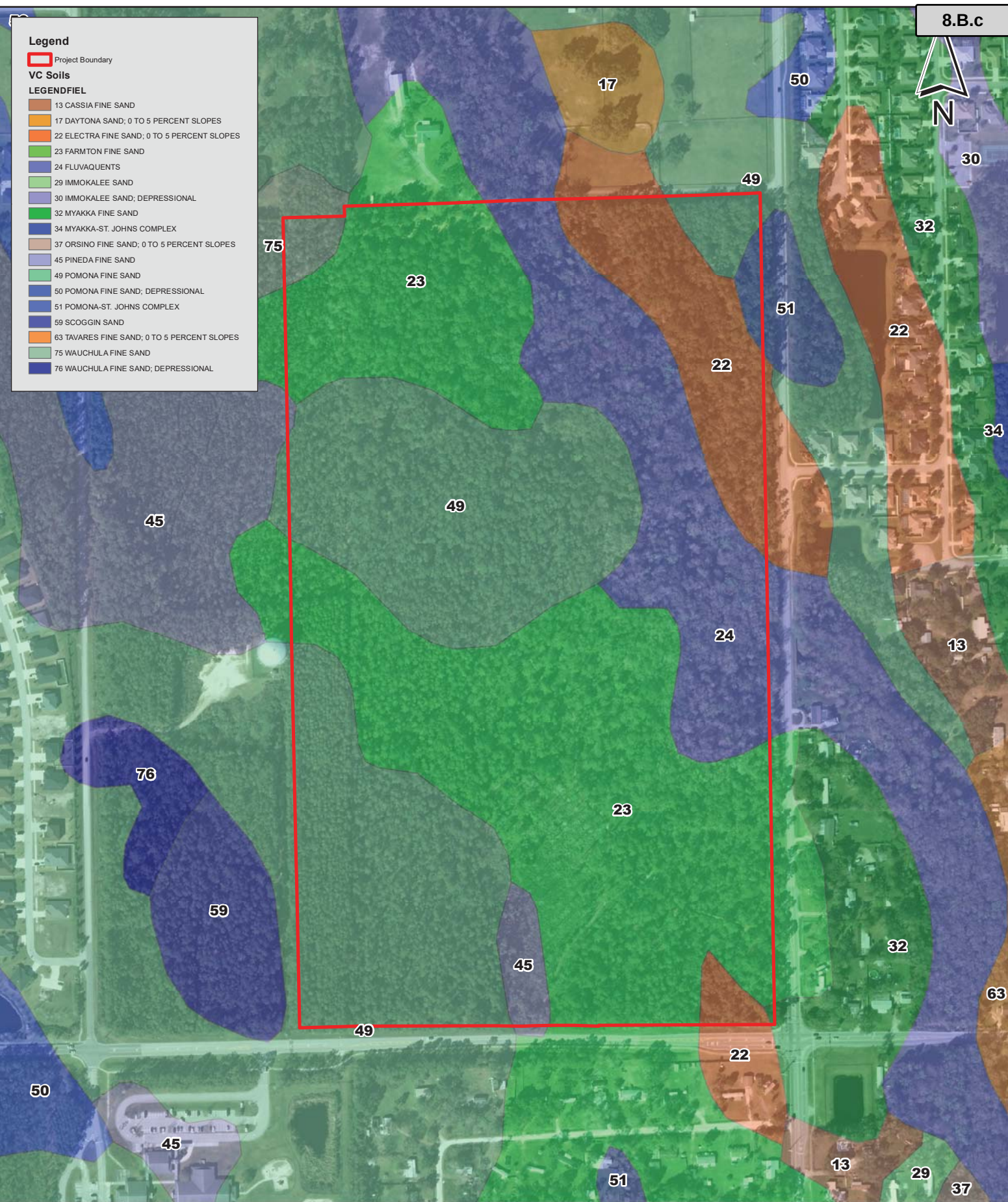
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Project Boundary

VC Soils

LEGENDFIEL

- 13 CASSIA FINE SAND
- 17 DAYTONA SAND; 0 TO 5 PERCENT SLOPES
- 22 ELECTRA FINE SAND; 0 TO 5 PERCENT SLOPES
- 23 FARMTON FINE SAND
- 24 FLUVAQUENTS
- 29 IMMOKALEE SAND
- 30 IMMOKALEE SAND; DEPRESSIONAL
- 32 MYAKKA FINE SAND
- 34 MYAKKA-ST. JOHNS COMPLEX
- 37 ORSINO FINE SAND; 0 TO 5 PERCENT SLOPES
- 45 PINEDA FINE SAND
- 49 POMONA FINE SAND
- 50 POMONA FINE SAND; DEPRESSIONAL
- 51 POMONA-ST. JOHNS COMPLEX
- 59 SCOGGIN SAND
- 63 TAVARES FINE SAND; 0 TO 5 PERCENT SLOPES
- 75 WAUCHULA FINE SAND
- 76 WAUCHULA FINE SAND; DEPRESSIONAL



Project Boundary

Habitat Type

410 - Upland Coniferous Forest

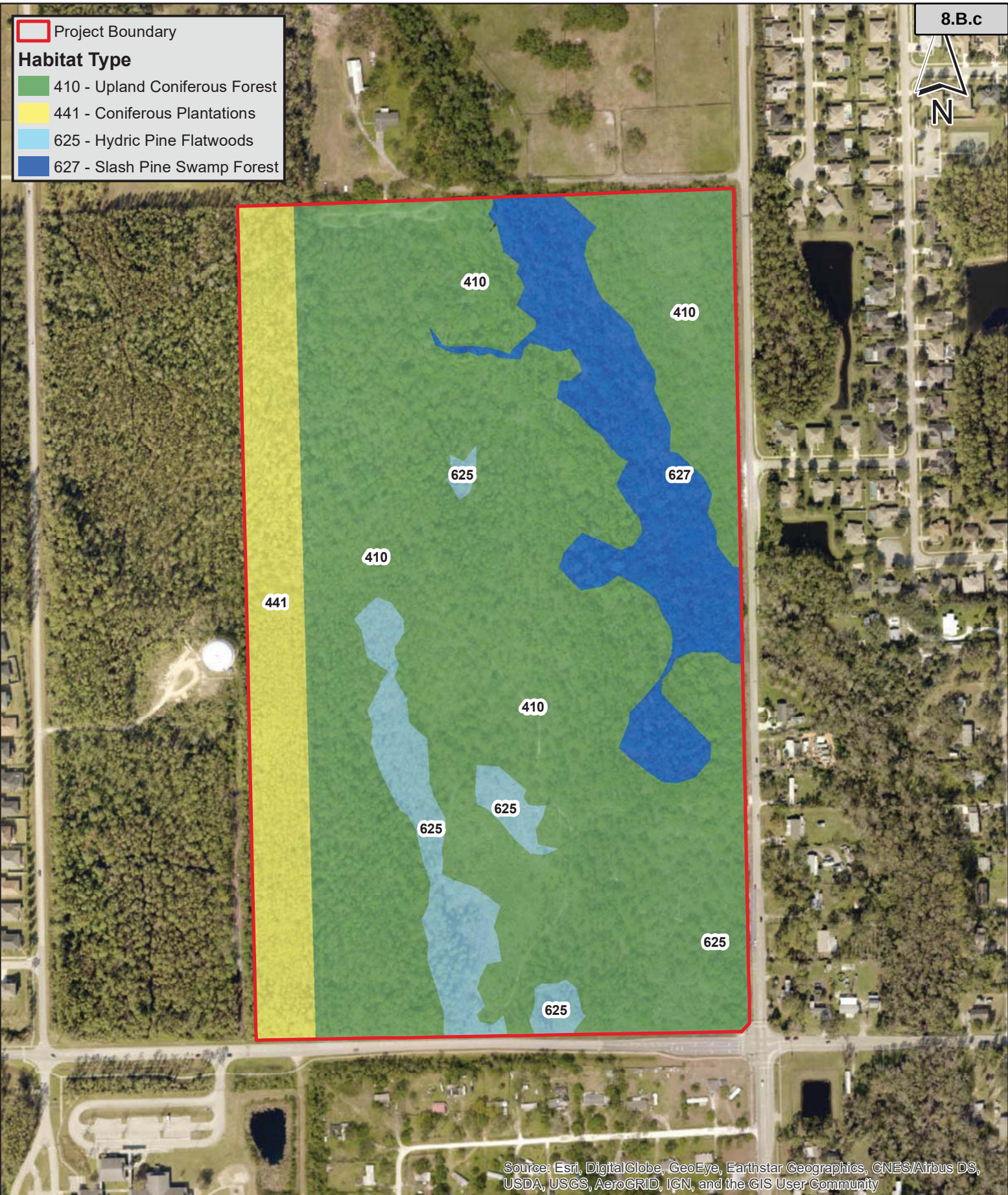
441 - Coniferous Plantations

625 - Hydric Pine Flatwoods

627 - Slash Pine Swamp Forest

8.B.c

N



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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Habitat Map
Tattersall at Tymber Creek
Ormond Beach, Florida

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& ASSOCIATES INC

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ph



Legend

-  Project Boundary
-  SJRWMD/FDEP Inspected Wetlands (15.16 ac)

**Wetland Acreages**

W1: 0.49 ac
 W2: 3.89 ac
 W3: 0.70 ac
 W4: 9.88 ac
 W5: 0.01 ac
 W6: 0.19 ac

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Wetlands Map

Tattersall at Tymber Creek

Ormond Beach, Florida



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Packet Pg. 683

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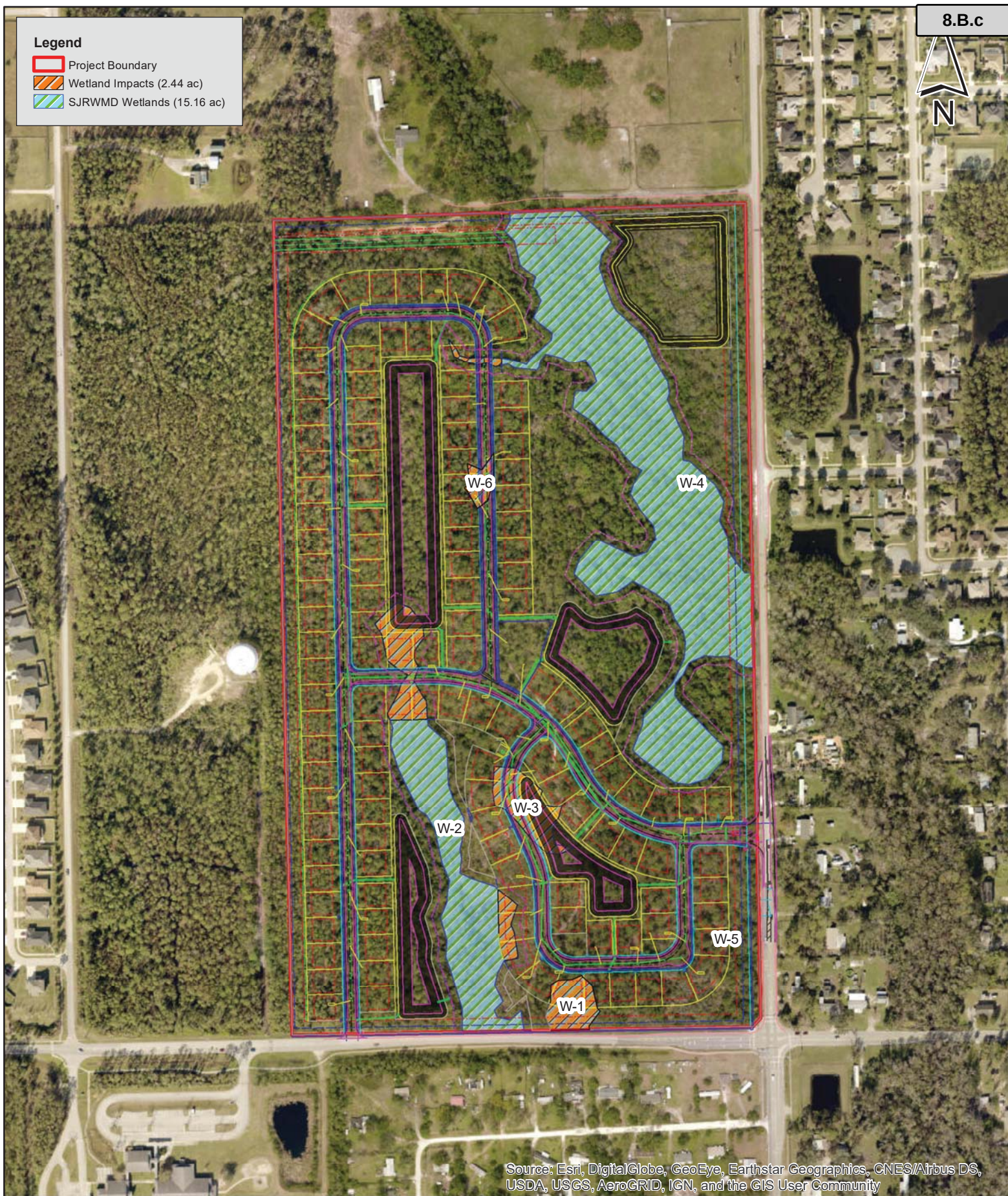
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Legend

- Project Boundary
- Wetland Impacts (2.44 ac)
- SJRWMD Wetlands (15.16 ac)



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Wetland Impact Map Tattersall at Tymber Creek Ormond Beach, Florida

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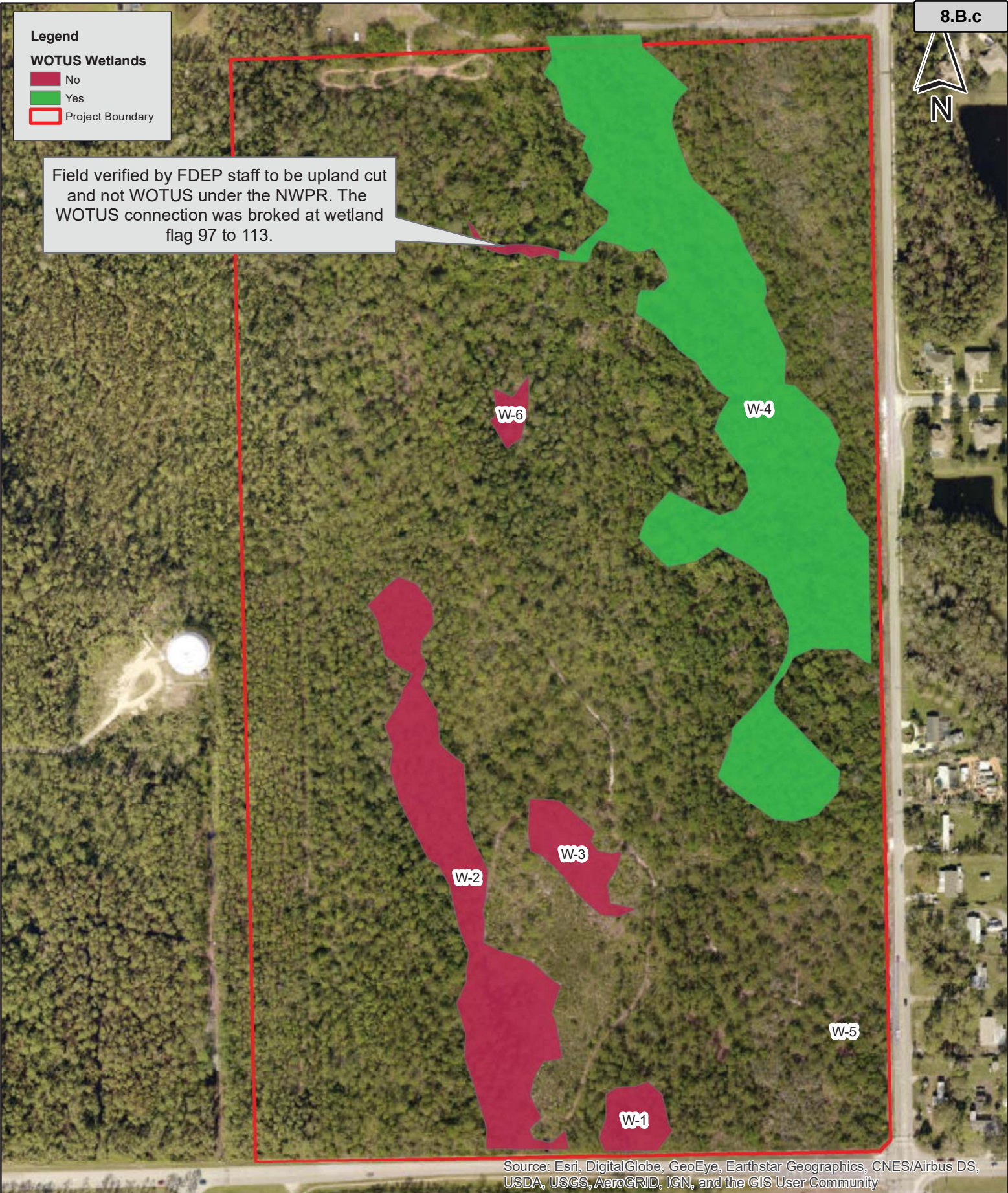
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WOTUS Wetlands

- No
- Yes

Project Boundary

Field verified by FDEP staff to be upland cut and not WOTUS under the NWPR. The WOTUS connection was broked at wetland flag 97 to 113.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

WOTUS Map
Tattersall at Tymber Creek
Ormond Beach, Florida

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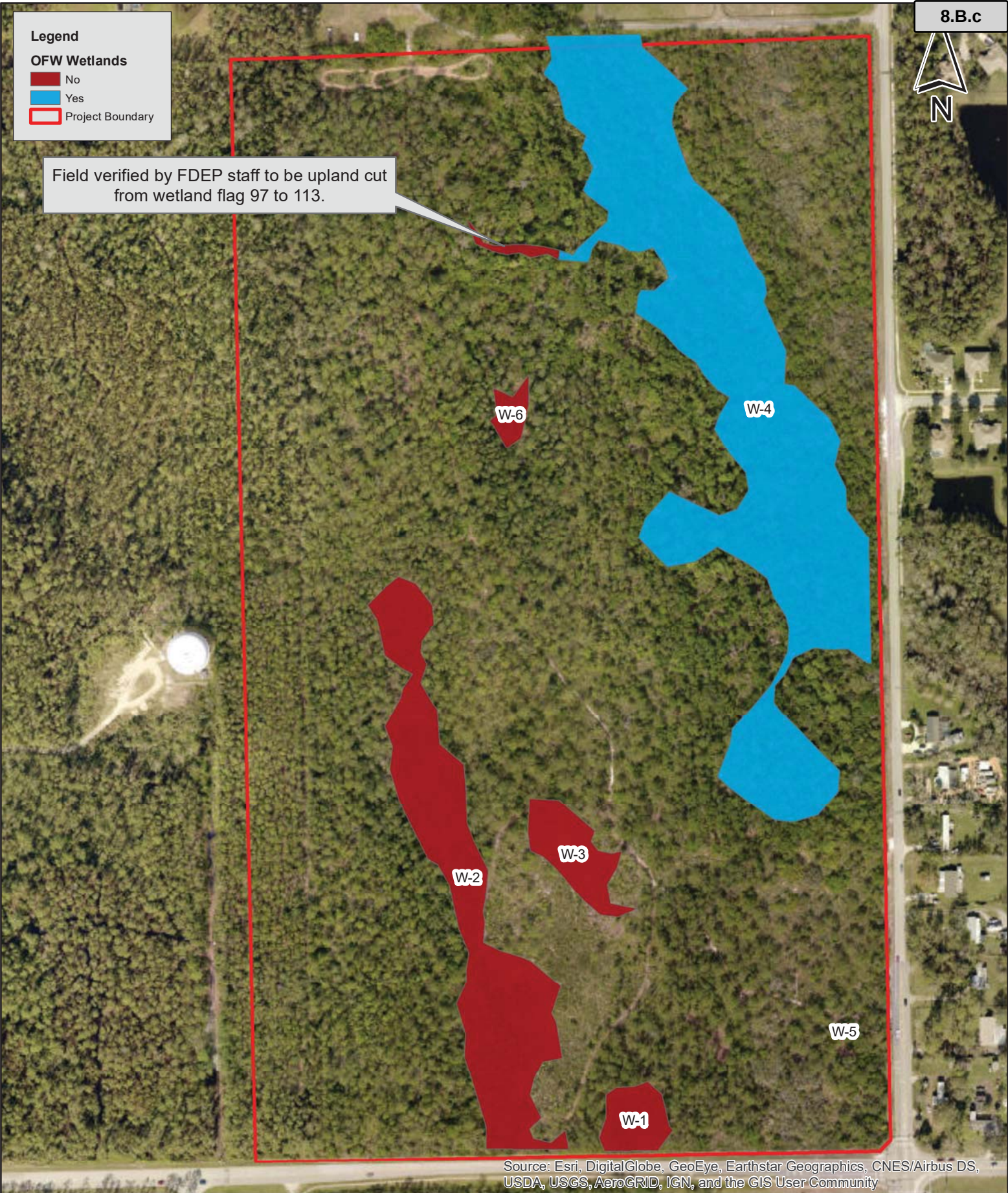


Legend

OFW Wetlands

- No
- Yes
- Project Boundary

Field verified by FDEP staff to be upland cut from wetland flag 97 to 113.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

OFW Map
Tattersall at Tymber Creek
Ormond Beach, Florida

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ph 386-6

Date Saved: 7/11/2022 Created by: mtatum
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Legend

 Project Boundary

Flood Hazard Boundaries**Line Type**

 Limit Lines

 SFHA / Flood Zone Boundary

Flood Hazard Zones**Zone Type**

 1% Annual Chance Flood Hazard

 Regulatory Floodway

 Special Floodway

 Area of Undetermined Flood Hazard

 0.2% Annual Chance Flood Hazard

 Future Conditions 1% Annual Chance Flood Hazard

 Area with Reduced Risk Due to Levee

 Area with Risk Due to Levee



Date Saved: 10/6/2021 Created by: amuldowney
Path: Z:\PROJECTS\2021\21021\FEMA Flood Map.mxd

400 200 0 400 Feet

FEMA Flood Map Tattersall at Tymber Creek Ormond Beach, Florida



300 Interchange Blvd
Ormond Beach, FL 32174

ph 386-6

Packet Pg. 687

Appendix B

Additional Information

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Volusia County, Florida



Local office

Florida Ecological Services Field Office

✉ [TBD](#)

[TBD](#)

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

-
1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information. IPaC only shows species that are regulated by USFWS (see FAQ).

2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Birds

NAME	STATUS
Wood Stork <i>Mycteria americana</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/8477	Threatened

Reptiles

NAME	STATUS
Eastern Indigo Snake <i>Drymarchon couperi</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/646	Threatened
Gopher Tortoise <i>Gopherus polyphemus</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/6994	Candidate
Green Sea Turtle <i>Chelonia mydas</i> There is final critical habitat for this species. The location of the critical habitat is not available. https://ecos.fws.gov/ecp/species/6199	Threatened
Hawksbill Sea Turtle <i>Eretmochelys imbricata</i> Wherever found There is final critical habitat for this species. The location of the critical habitat is not available. https://ecos.fws.gov/ecp/species/3656	Endangered
Leatherback Sea Turtle <i>Dermochelys coriacea</i> Wherever found There is final critical habitat for this species. The location of the critical habitat is not available. https://ecos.fws.gov/ecp/species/1493	Endangered

Loggerhead Sea Turtle *Caretta caretta*

Threatened

There is **final** critical habitat for this species. The location of the critical habitat is not available.

<https://ecos.fws.gov/ecp/species/1110>

Insects

NAME

STATUS

Monarch Butterfly *Danaus plexippus*

Candidate

Wherever found

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/9743>

Flowering Plants

NAME

STATUS

Rugel's Pawpaw *Deeringothamnus rugelii*

Endangered

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/5355>

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.

2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <https://www.fws.gov/program/migratory-birds/species>
- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds
<https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern \(BCC\)](#) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME

BREEDING SEASON (IF A
BREEDING SEASON IS
INDICATED FOR A BIRD ON
YOUR LIST, THE BIRD MAY
BREED IN YOUR PROJECT AREA
SOMETIME WITHIN THE
TIMEFRAME SPECIFIED, WHICH
IS A VERY LIBERAL ESTIMATE
OF THE DATES INSIDE WHICH
THE BIRD BREEDS ACROSS ITS
ENTIRE RANGE. "BREEDS
ELSEWHERE" INDICATES THAT
THE BIRD DOES NOT LIKELY
BREED IN YOUR PROJECT
AREA.)

American Kestrel *Falco sparverius paulus*

Breeds Apr 1 to Aug 31

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

<https://ecos.fws.gov/ecp/species/9587>

Bachman's Sparrow *Aimophila aestivalis*

Breeds May 1 to Sep 30

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/6177>

Bald Eagle *Haliaeetus leucocephalus*

Breeds Sep 1 to Jul 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

<https://ecos.fws.gov/ecp/species/1626>

Black Skimmer *Rynchops niger*

Breeds May 20 to Sep 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/5234>

Great Blue Heron *Ardea herodias occidentalis*

Breeds Jan 1 to Dec 31

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Lesser Yellowlegs *Tringa flavipes*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9679>

Magnificent Frigatebird *Fregata magnificens*

Breeds Oct 1 to Apr 30

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Prairie Warbler *Dendroica discolor*

Breeds May 1 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Red-headed Woodpecker *Melanerpes erythrocephalus*

Breeds May 10 to Sep 10

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Reddish Egret *Egretta rufescens*

Breeds Mar 1 to Sep 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/7617>

Ruddy Turnstone *Arenaria interpres morinella*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Short-billed Dowitcher *Limnodromus griseus*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9480>

Swallow-tailed Kite *Elanoides forficatus*

Breeds Mar 10 to Jun 30

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/8938>

Willet *Tringa semipalmata*

Breeds Apr 20 to Aug 5

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events

for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

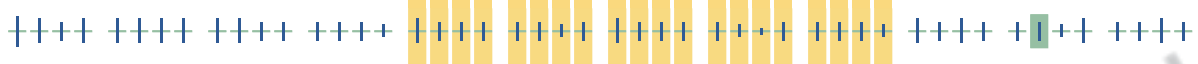
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

■ probability of presence ■ breeding season | survey effort — no data
 SPECIES JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

American
Kestrel
BCC - BCR (This
is a Bird of
Conservation
Concern (BCC)
only in
particular Bird
Conservation
Regions (BCRs)
in the
continental
USA)



Bachman's
Sparrow
BCC Rangewide
(CON) (This is a
Bird of
Conservation
Concern (BCC)
throughout its
range in the
continental
USA and
Alaska.)



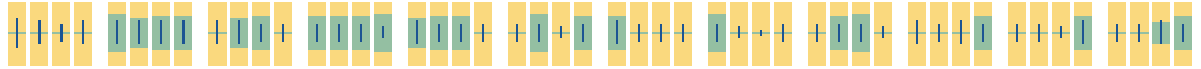
Bald Eagle
Non-BCC
Vulnerable
(This is not a
Bird of
Conservation
Concern (BCC)
in this area, but
warrants
attention
because of the
Eagle Act or for
potential
susceptibilities
in offshore
areas from
certain types of
development
or activities.)



Black Skimmer
BCC Rangewide
(CON) (This is a
Bird of
Conservation
Concern (BCC)
throughout its
range in the
continental
USA and
Alaska.)



Great Blue
Heron
BCC - BCR (This
is a Bird of
Conservation
Concern (BCC)
only in
particular Bird
Conservation
Regions (BCRs)
in the
continental
USA)



Lesser
Yellowlegs
BCC Rangewide
(CON) (This is a
Bird of
Conservation
Concern (BCC)
throughout its
range in the
continental
USA and
Alaska.)



Magnificent
Frigatebird
BCC - BCR (This
is a Bird of
Conservation
Concern (BCC)
only in
particular Bird
Conservation
Regions (BCRs)
in the
continental
USA)



Prairie Warbler
BCC Rangewide
(CON) (This is a
Bird of
Conservation
Concern (BCC)
throughout its
range in the
continental
USA and
Alaska.)

Red-headed
Woodpecker
BCC Rangewide
(CON) (This is a
Bird of
Conservation
Concern (BCC)
throughout its
range in the
continental
USA and
Alaska.)

Reddish Egret
BCC Rangewide
(CON) (This is a
Bird of
Conservation
Concern (BCC)
throughout its
range in the
continental
USA and
Alaska.)

Ruddy
Turnstone
BCC - BCR (This
is a Bird of
Conservation
Concern (BCC)
only in
particular Bird
Conservation
Regions (BCRs)
in the
continental
USA)



Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [AKN Phenology Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: [The Cornell Lab of Ornithology All About Birds Bird Guide](#), or (if you are unsuccessful in locating the bird of interest there), the [Cornell Lab of Ornithology Neotropical Birds guide](#). If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Coastal Barrier Resources System

Projects within the [John H. Chafee Coastal Barrier Resources System](#) (CBRS) may be subject to the restrictions on federal expenditures and financial assistance and the consultation requirements of the Coastal Barrier Resources Act (CBRA) (16 U.S.C. 3501 et seq.). For more information, please contact the local [Ecological Services Field Office](#) or visit the [CBRA](#)

[Consultations website](#). The CBRA website provides tools such as a flow chart to help determine whether consultation is required and a template to facilitate the consultation process.

THERE ARE NO KNOWN COASTAL BARRIERS AT THIS LOCATION.

Data limitations

The CBRS boundaries used in IPaC are representations of the controlling boundaries, which are depicted on the [official CBRS maps](#). The boundaries depicted in this layer are not to be considered authoritative for in/out determinations close to a CBRS boundary (i.e., within the "CBRS Buffer Zone" that appears as a hatched area on either side of the boundary). For projects that are very close to a CBRS boundary but do not clearly intersect a unit, you may contact the Service for an official determination by following the instructions here: <https://www.fws.gov/service/coastal-barrier-resources-system-property-documentation>

Data exclusions

CBRS units extend seaward out to either the 20- or 30-foot bathymetric contour (depending on the location of the unit). The true seaward extent of the units is not shown in the CBRS data, therefore projects in the offshore areas of units (e.g., dredging, breakwaters, offshore wind energy or oil and gas projects) may be subject to CBRA even if they do not intersect the CBRS data. For additional information, please contact CBRA@fws.gov.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

This location overlaps the following wetlands:

FRESHWATER FORESTED/SHRUB WETLAND

[Palustrine](#)

RIVERINE

[Riverine](#)

A full description for each wetland code can be found at the [National Wetlands Inventory website](#)

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

ATTACHMENT 5

Original Traffic Impact
Analysis and update from
July 6, 2022

Via email (Steven.spraker@ormondbeach.org)

Ref: 5223.05

July 6, 2022

Mr. Steven S. Spraker, AICP
Planning Director
City of Ormond Beach
22 S. Beach Street
Room 114
Ormond Beach, FL 32174

**Re: Tattersall at Tymber Creek TIA – Reduced Impact Summary
Ormond Beach, FL**

Dear Mr. Spraker:

LTG, Inc. has been retained by PAYLIN Tymber 1 and 2, LLC to prepare a Traffic Impact Analysis (TIA) and follow-up reduction impact summary for the proposed single family residential project known as Tattersall at Tymber Creek. The TIA completed on behalf of the project included 146 dwelling units and was previously approved by the City in November 2021. The following documentation provides a brief summary of the anticipated reduction in transportation impact anticipated with the 129 dwelling unit count proposed for the project as of June 2022.

Project Trip Generation

The daily and p.m. peak hour trip generation for the project was determined using the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition. The reduced number of units results in a 200 daily total trip reduction (13.5%) and a 20 p.m. peak hour total trip reduction (13.7%).

Anticipated Transportation Impacts

The p.m. peak hour project impact reported in the original TIA on roadway segments within the study area resulted in approximately 567 total p.m. peak hour trip on the network. The reduced number of units results in approximately 488 total p.m. peak hour trips within the study area showing a reduction in transportation impact by (14%).

The reduction of units will not adversely change the results provided in the previously approved TIA prepared for the project. Due to the reduction of total single family lots proposed by the Applicant, the overall impacts to the study area will be reduced.

If you have any questions or comments regarding our responses and/or revised analysis, please feel free to call me at (386) 257-2571.

Sincerely,

LTG, INC.



Kady L. Dearing, PE
Senior Project Engineer

**Tattersall at Tymber Creek
City of Ormond Beach, Florida**

Traffic Impact Analysis

Prepared for: PAYLIN Tymber 1 and 2, LLC
By: LTG, Inc.
September 2021



PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with LTG, Inc., a corporation authorized to operate as an engineering business, EB 0009227, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Tattersall at Tymber Creek – Traffic Impact Analysis
LOCATION: City of Ormond Beach, Florida
CLIENT: PAYLIN Tymber 1 and 2, LLC
JOB #: 5223.04

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

Prepared by:

LTG, Inc.

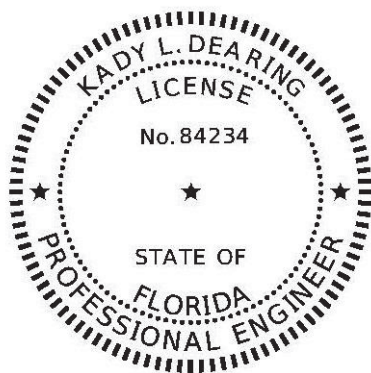
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1

INTRODUCTION

LTG, Inc. (LTG) has been retained by PAYLIN Tymber 1 and 2, LLC to prepare a Traffic Impact Analysis (TIA) for the proposed Tattersall at Tymber Creek development. The development is located in the northwest quadrant of the Tymber Creek Road at Airport Road intersection in the City of Ormond Beach, Florida. The development will consist of 146 single family dwelling units. Figure 1 shows the location of the project relative to the surrounding road network.

Access to the site is proposed by a full access driveway along Tymber Creek Road and a full access driveway along Airport Road. The anticipated build-out year is 2024. A preliminary site plan is included as Appendix A.

Study Procedures

Standard engineering and planning procedures were used to determine the impacts of the proposed project. Reference data was obtained from the Florida Department of Transportation (FDOT), the Volusia County Traffic Engineering Department, the City of Ormond Beach Public Works and/or Development Services Departments, the Institute of Transportation Engineers (ITE), and the River to Sea Transportation Planning Organization (R2CTPO).

Study Area

The following roadway segments and intersections are included in the analysis per the approved methodology (Appendix B):

Intersections:

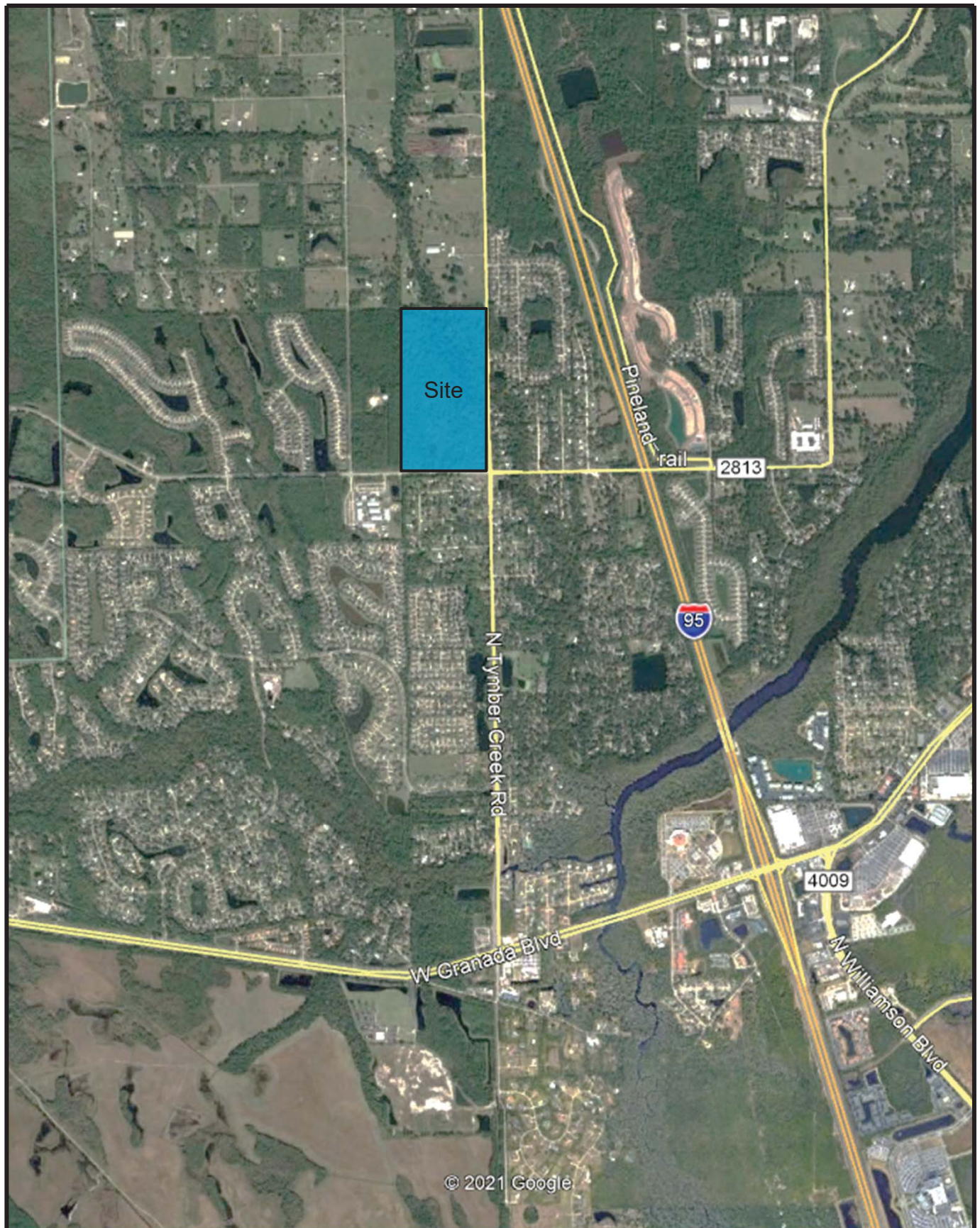
1. Tymber Creek Road at Granada Boulevard
2. Tymber Creek Road at Tymber Run
3. Tymber Creek Road at Airport Road
4. Airport Road at Leeway Trail
5. Tymber Creek Road at Project Driveway 1 (future conditions)
6. Airport Road at Project Driveway 2 (future conditions)

Roadway Segments:

- Airport Road from Granada Boulevard to Tymber Creek Road
- Tymber Creek Road from Granada Boulevard to US 1
- Granada Boulevard from Tymber Creek Road to I-95
- Granada Boulevard from Clyde Morris Boulevard to Nova Road (near critical)
- Williamson Boulevard from LPGA Boulevard to Hand Avenue (vested critical)
- Williamson Boulevard from Hand Avenue to SR40
- Hand Avenue from Clyde Morris Boulevard to Nova Road (critical)

Planned Roadway Improvements

Information on programmed or planned roadway improvements in the area of interest were obtained from the FDOT Five Year Work Program, Volusia County, the River to Sea TPO, and previously approved projects. The Volusia County Capital Improvement Program (CIP) and the River to Sea TPO Transportation Improvement Program (TIP) indicates that Williamson Boulevard from LPGA Boulevard to Strickland Range Road is to be widened from two to four lanes.



**Tattersall at
Tymber Creek**



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Site Location Map

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Figure 1

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2

EXISTING ROADWAY ANALYSIS

Turning movement counts (TMCs) were conducted during the a.m. and p.m. peak-hours on September 9, 2021, at the study area intersections (see Appendix C). The existing traffic counts were adjusted by the FDOT Seasonal Factor (SF) specified for the week the data is collected. The spreadsheet used to develop the existing, background and build-out traffic volumes is also located in Appendix C. The factored existing a.m. and p.m. peak-hour traffic volumes are depicted in Figure 2.

Unsignalized Intersection Analysis

The existing operating conditions at the unsignalized intersection was analyzed using HCS 7, which utilizes the procedures outlined in Chapter 20 of the *Highway Capacity Manual 6th Edition*, titled “Two-Way Stop-Controlled Intersections”. Table 1 shows the existing level of service (LOS) at the unsignalized study area intersection. The HCS summary sheets are attached as Appendix D.

Table 1
Existing A.M. and P.M. Peak-Hour LOS – Unsignalized Intersections
Tattersall at Tymber Creek

Intersection	Adopted LOS	AM Peak-Hour				PM Peak-Hour			
		Critical Approach	Delay (sec.)	LOS	V/C greater than 1.0?	Critical Approach	Delay (sec.)	LOS	V/C greater than 1.0?
Airport Rd. at Leeway Tr.	E	SB	91.1	F	No	SB	11.7	B	No

As indicated in Table 1, the intersection of Airport Road at Leeway Trail currently operates outside of the adopted LOS during the a.m. peak hour. Improvements for the deficiency will be recommended under background conditions; Please refer to the **2024 BACKGROUND ROADWAY ANALYSIS** section of the report.

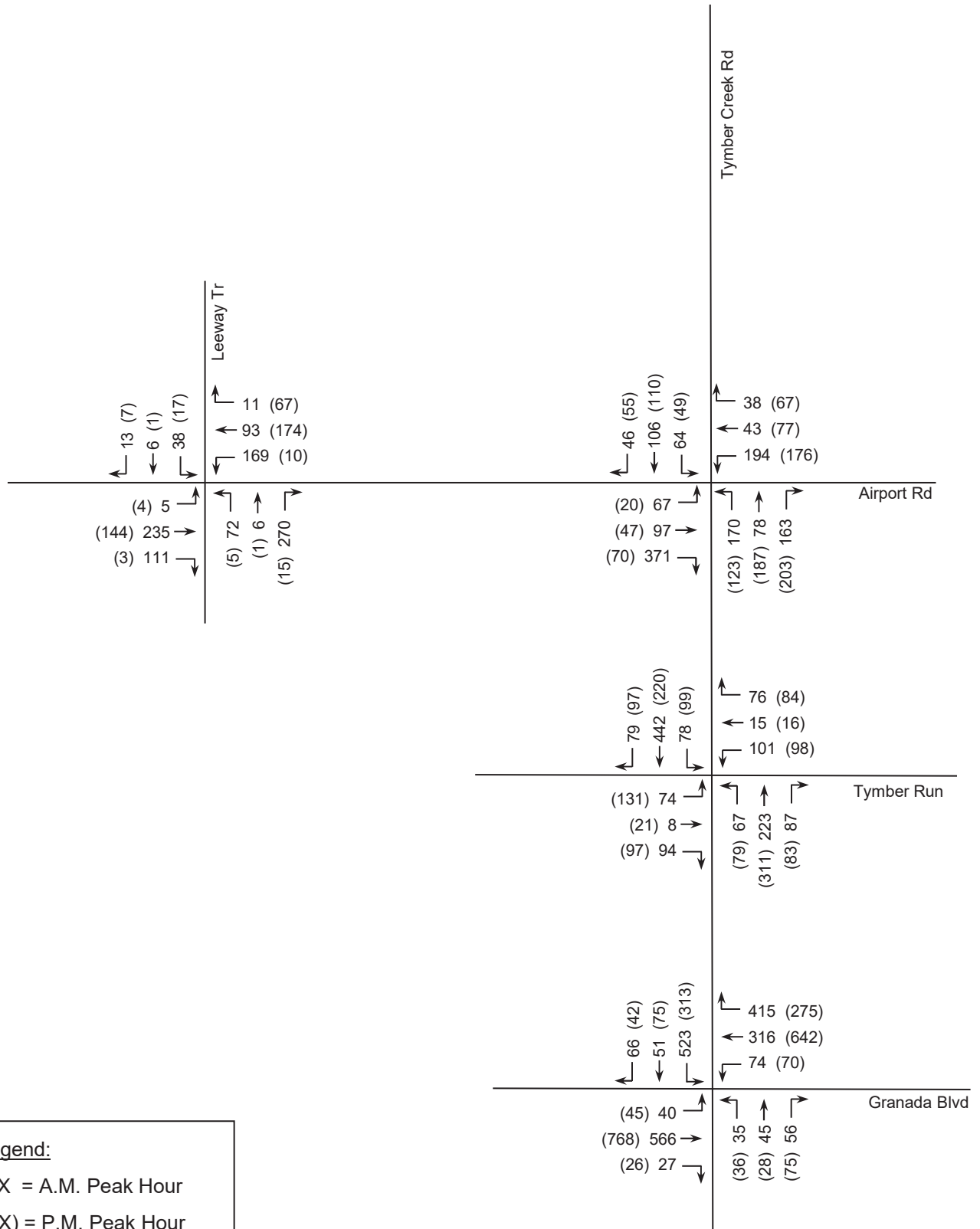
Signalized Intersection Analysis

The existing operating conditions at the signalized intersections were analyzed using HCS 7, which utilizes the procedures outlined in Chapter 19 of the *Highway Capacity Manual 6th Edition*, titled “Signalized Intersections”. Table 2 shows the existing LOS and volume-to-capacity ratio (v/c) ratio at the signalized study area intersections. The HCS summary sheets are located in Appendix D. The signal timings are provided in Appendix E.

Table 2
Existing A.M. and P.M. Peak-Hour LOS - Signalized Intersections
Tattersall at Tymber Creek

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
Granada Blvd. at Tymber Creek Rd.	D	49.0	D	No	42.3	D	Yes/ NBT
Tymber Creek Rd. at Tymber Run	E	11.4	B	No	11.7	B	No
Tymber Creek Rd. at Airport Rd.	E	35.8	D	No	18.1	B	No

As indicated in Table 2, all signalized intersections currently operate within the adopted LOS during the a.m. and p.m. peak hours. However, the v/c ratio for the northbound approach at the Granada Boulevard at Tymber Creek Road intersection exceeds 1.0. Improvements for the deficiency are recommended under background conditions; Please refer to the **2024 BACKGROUND ROADWAY ANALYSIS** section of the report.



**Tattersall at
Tymber Creek**



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**Adjusted A.M. and P.M.
Existing Peak Hour
Volumes**

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Figure 2



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Roadway Segment Analysis

Roadway LOS describes the operating conditions determined from the number of vehicles passing over a given section of roadway during a specified time period. It is a qualitative measure of several factors which include speed, travel time, traffic interruptions, freedom to maneuver, driver comfort, convenience, safety, and vehicle operating costs. Six LOS categories have been established as standards by which to gauge roadway performance designated by the letters A through F. The LOS categories are defined as follows:

<i>Level of Service A:</i>	<i>Free flow, individual users virtually unaffected by the presence of others.</i>
<i>Level of Service B:</i>	<i>Stable flow with a high degree of freedom to select operating conditions.</i>
<i>Level of Service C:</i>	<i>Flow remains stable, but with significant interactions with others.</i>
<i>Level of Service D:</i>	<i>High-density stable flow in which the freedom to maneuver is severely restricted.</i>
<i>Level of Service E:</i>	<i>This condition represents the capacity level of the road.</i>
<i>Level of Service F:</i>	<i>Forced flow in which the traffic exceeds the amount that can be served.</i>

The Volusia County 2019 Average Annual Daily Traffic (AADT) & Historical Counts spreadsheet was used to assess the study area roadway segments under existing conditions. The existing LOS for the study area road segments during the p.m. peak-hour are shown in Table 3. As indicated, all roadway segments currently operate within an acceptable LOS.

Table 3
Existing P.M. Peak-Hour LOS - Roadway Segments¹
Tattersall at Tymber Creek

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity	2019 AADT	Existing PM Peak-Hour Two-Way Volume	Existing Volume Exceed Adopted LOS?
Airport Rd. ²	Granada Blvd.	Leeway Trail	2U	E	2,240	3,744	337	No
	Leeway Trail	Tymber Creek Rd.	2U	E	2,240	4,356	392	No
Tymber Creek Rd.	Granada Blvd.	Tymber Run	4D	E	1,540	10,760	990	No
	Tymber Run	Airport Rd.	2U	E	1,540	9,520	830	No
	Airport Rd.	US 1	2U	E	1,230	2,100	200	No
Granada Blvd.	Tymber Creek Rd.	I-95	4D	D	3,580	31,500	2,835	No
	Clyde Morris Blvd.	Nova Rd.	4D	D	3,580	36,500	2,670	No
Williamson Blvd.	LPGA Blvd.	Strickland Range Rd.	4D	E	3,410	18,640	1,520	No
	Strickland Range Rd.	Hand Ave.	4D	E	3,410	18,640	1,520	No
	Hand Ave.	SR 40	4D	E	3,410	21,870	1,770	No
Hand Ave.	Clyde Morris Blvd.	Shangri La Dr.	2U	E	1,540	16,350	1,300	No
	Shangri La Dr.	Nova Rd.	4D	E	3,410	17,000	1,360	No

¹The adopted LOS, peak hour two-way capacity and p.m. peak hour two-way volume obtained from Volusia County, unless stated otherwise.

²Peak hour two-way capacity based on comparable roadway segments reported in the Volusia County 2019 AADT spreadsheet. The p.m. peak hour volume for each segment was obtained from TMCs collected at Leeway Tr. and Tymber Creek Rd.

3

2024 FUTURE TRAFFIC CONDITIONS

Traffic in the area is expected to grow due to local government approvals. The following section documents the methods used to project future 2024 traffic conditions by using either historical growth rates and/or vested trip information and anticipated project traffic.

Background Traffic

The growth rates for each study area roadway segment will be determined using the following method:

- Historic growth trends calculated based upon the last five years of historic count data to determine a roadway segment's applicable trend growth rate using the best fitted regression analysis.
- If the R^2 value is less than 0.70, then ten (10) years of historical traffic data will be used to determine the trends growth rate using the best fitted regressions analysis.
- If the R^2 is still less than 0.70, the R^2 for the adjoining northbound and southbound segments will be analyzed to determine the average growth rate of adjoining segments can be utilized.
- Then the growth rate shall be determined by the trend fitted curve. If the overall trend fitted curve is positive, 2% shall be used. If the overall trend fitted curve is negative, then a 1% growth rate will be applied.
- In no case shall the growth rate be negative.
- Vested trips will be applied in addition to growth rates where applicable.
- If the R^2 value is greater than 70%, and the growth rate is greater than 3%, the background growth will be determined using either vested trips or the growth rate, whichever is more conservative.
- If the R^2 value is greater than 70%, and the growth rate is greater than 3%, and there is a high number of vested trips to be applied by multiple vested projects with various land uses, a request may be made to reduce vested traffic by 30% if the vested traffic is 30% of the total background growth.

The growth comparison and applied growth used in the analysis are provided in Table 4. The FDOT *Traffic Trends* analysis worksheets are attached as Appendix F. The vested trip information provided by the Volusia County is attached as Appendix G.

Table 4
Historical Growth Rates and Vested Traffic
Tattersall at Tymber Creek

Roadway	Limits		5-Year			10-Year			Applied Growth Rate	Applied Growth If Using Adjacent Segment	High Growth? Y/N	Vested Trips	Growth (# of Trips)	Growth Method Applied	Total Growth Applied (# of Trips)	Total Background Volume
	From	To	Best Fit Regression	R ² Value	Historical Growth Rate	Best Fit Regression	R ² Value	Historical Growth Rate								
Airport Rd.	Granada Blvd.	Leeway Trail	N/A	-	-	N/A	-	-	Check adjacent	1.00%	N	0	10	1% Annual	10	347
	Leeway Trail	Tymber Creek Rd.	Decaying Exp	35.5%	1.52%	Linear	44.3%	2.50%	Check adjacent	1.00%	N	0	12	1% Annual	12	404
Tymber Creek Rd.	Granada Blvd.	Tymber Run	Exponential	49.1%	-5.48%	Exponential	6.4%	-1.00%	Check adjacent	1.00%	N	223	50	1% + Vested	223	1,213
	Tymber Run	Airport Rd.	Decaying Exp	40.7%	1.36%	Linear	50.3%	2.97%	Check adjacent	1.00%	N	193	42	1% + Vested	193	1,023
	Airport Rd.	US 1	Decaying Exp	8.2%	0.87%	Exponential	57.9%	3.23%	Check adjacent	1.00%	N	0	10	1% Annual	10	210
Granada Blvd.	Tymber Creek Rd.	I-95	Decaying Exp	0.413	0.0109	Exponential	67.6%	0.0263	Check adjacent	1.00%	N	613	142	1% Annual + Vested	613	3448
	Clyde Morris Blvd.	Nova Rd.	Linear	78.5%	2.67%	-	-	-	2.67%	-	N	70	356	Historical + Vested	426	3,096
	LPGA Blvd.	Strickland Range Rd.	Linear	84.2%	7.20%	-	-	-	7.20%	-	Y	704	547	Vested	704	2224
Williamson Blvd.	Strickland Range Rd.	Hand Ave.	Linear	84.2%	7.20%	-	-	-	7.20%	-	Y	704	547	Vested	704	2224
	Hand Ave.	SR 40	Exponential	60.8%	1.27%	Decaying Exp	41.8%	-2.55%	Check adjacent	1.00%	N	0	89	1% Annual	89	1,859
Hand Ave.	Clyde Morris Blvd.	Shangri La Dr.	Decaying Exp	77.7%	0.82%	-	-	-	1.00%	-	N	128	65	Historical + Vested	193	1,493
	Shangri La Dr.	Nova Rd.	Decaying Exp	42.2%	0.68%	Linear	61.1%	2.17%	Check adjacent	1.00%	N	0	68	Historical Growth	68	1,428

Project Trip Generation

The daily, a.m. and p.m. peak-hour trip generation for the development was determined using the Institute of Transportation Engineers (ITE) 10th Edition of the Trip Generation Manual. The resulting project trip generation is presented in Table 5.

Table 5
Project Trip Generation
Tattersall at Tymber Creek

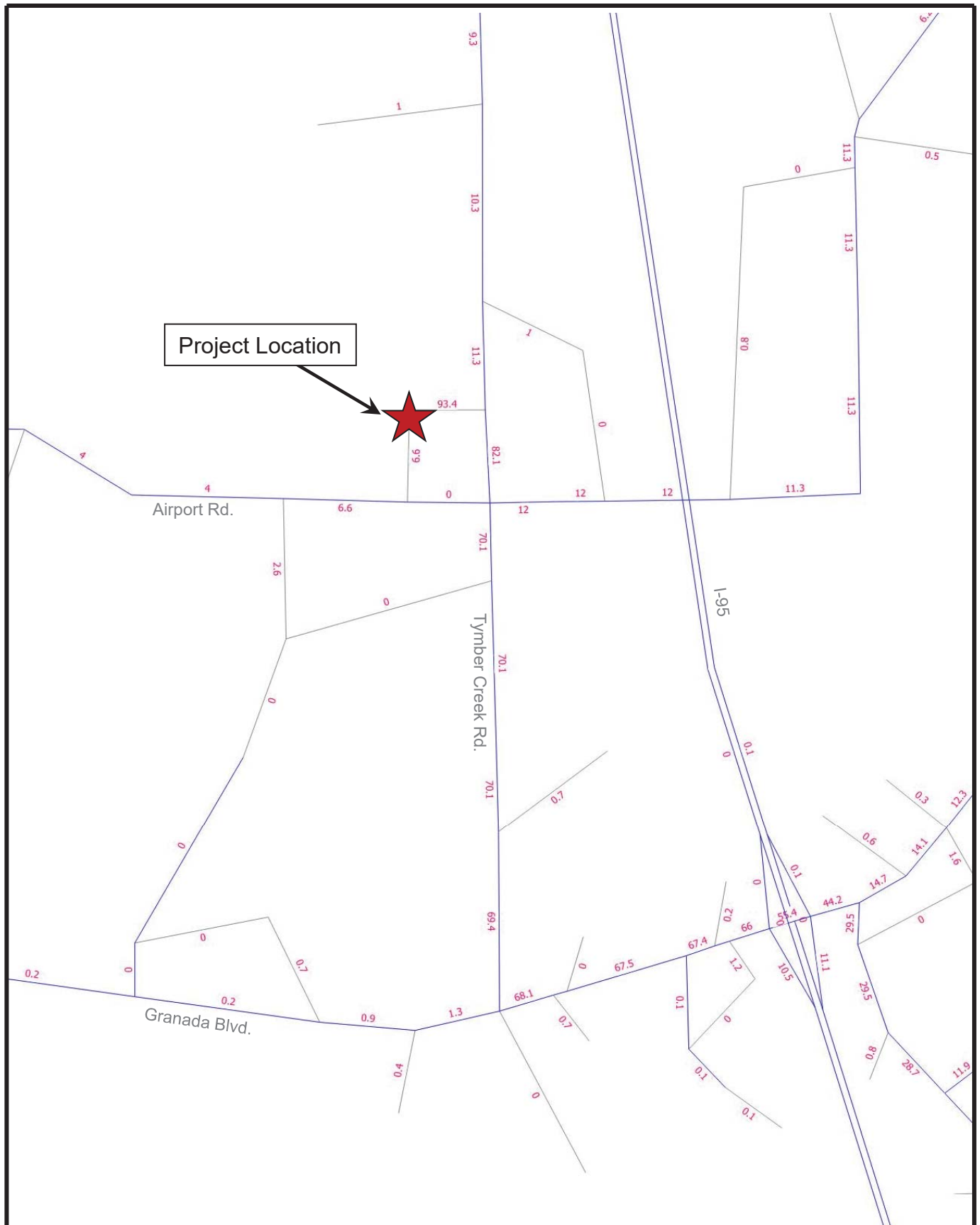
Time Period	Land Use	Land Use Code	Trip Rate Equation	Quantity (X)		Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips (T)
Daily	Single Family Detached Residential	210	$\ln(T)=0.92\ln(X)+2.71$	146	DU	50%	50%	736	737	1,473
AM Peak-Hour			$T=0.71(X)+4.80$			25%	75%	27	81	108
PM Peak-Hour			$\ln(T)=0.96\ln(X)+0.20$			63%	37%	92	54	146

Project Trip Distribution

The Central Florida Regional Planning Model, version 6.1 (CFRPM), was used to obtain the project trip distribution for the proposed development. A Traffic Analysis Zone (TAZ) and corresponding socio-economic (S/E) data were added to the 2025 base network to represent the project. A select zone analysis was completed and the resultant trip distribution, shown in percent of total external project trips, is presented in Figure 3.

Project Trip Assignment

Using the trip distribution, the a.m. and p.m. peak-hour project trips were assigned to the study area roadway network. Figures 4A and 4B graphically depicts the 2024 total background traffic and 2024 build-out a.m. and p.m. peak-hour project trips at the study area intersections.



**Tattersall at
Tymber Creek**



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**Project Trip
Distribution (%)**

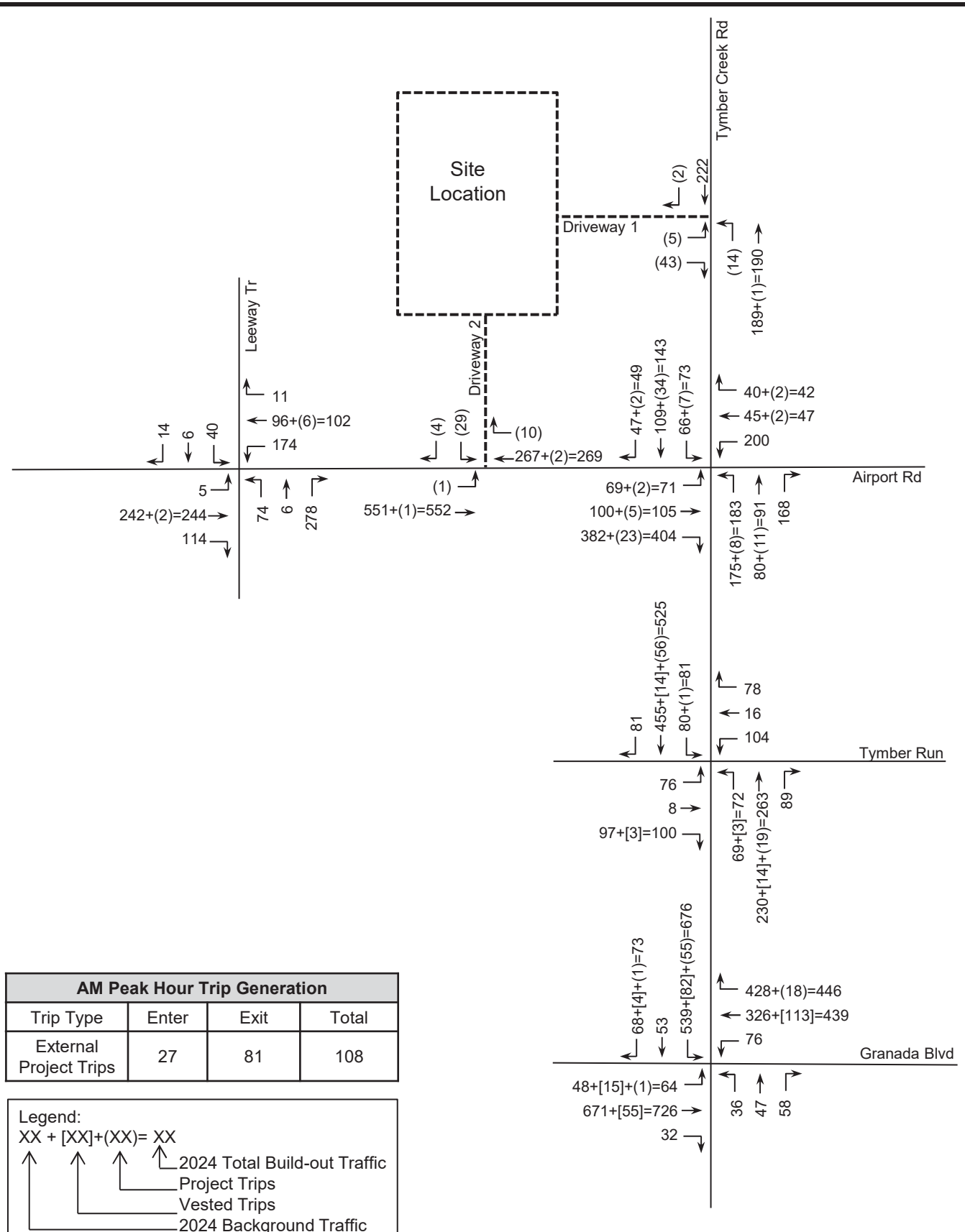
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Figure 3



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**Tattersall at
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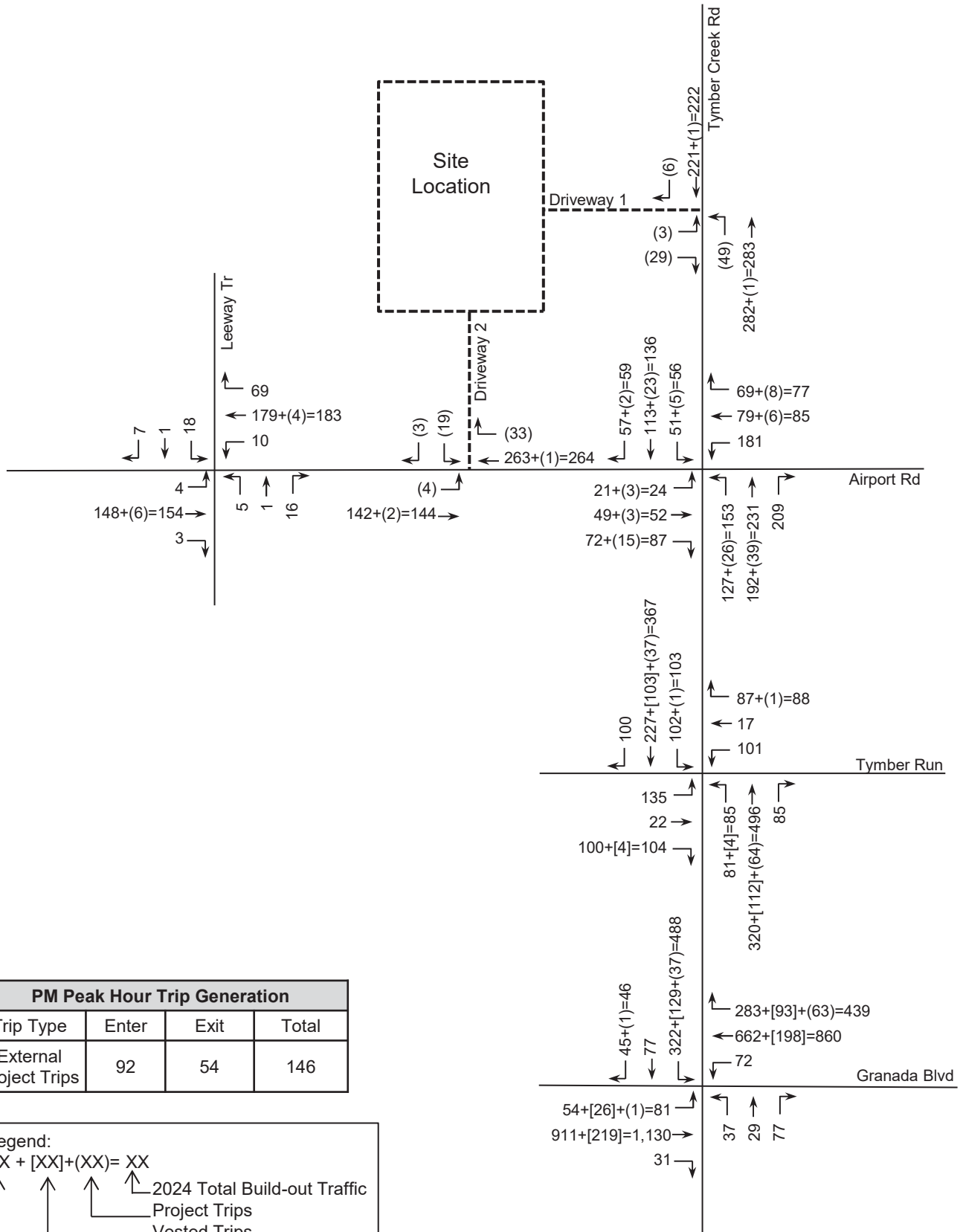
**Build-Out
A.M. Peak Hour
Volumes**

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Figure 4A



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**Tattersall at
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**Build-Out
P.M. Peak Hour
Volumes**

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Figure 4B



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4

2024 BACKGROUND FUTURE ROADWAY ANALYSIS

The study area intersections and roadway segments were analyzed based on the future roadway conditions to determine potential impacts and to investigate mitigation requirements. The study area roadway segments were analyzed under 2024 background and build-out conditions. Please refer to Table 12 provided in the **2024 BUILD-OUT ROADWAY ANALYSIS** section of the report. Please note that all planned roadway improvements are included in the future condition analyses. The results of the background intersection analysis are presented below.

Unsignalized Intersection Analysis

The unsignalized study area intersection was analyzed to determine the operating conditions under 2024 background conditions and the results are presented in Table 6. The HCS summary sheets are attached as Appendix H.

Table 6
2024 Background A.M. and P.M. Peak-Hour LOS – Unsignalized Intersections
Tattersall at Tymber Creek

Intersection	Adopted LOS	AM Peak-Hour				PM Peak-Hour			
		Critical Approach	Delay (sec.)	LOS	V/C greater than 1.0?	Critical Approach	Delay (sec.)	LOS	V/C greater than 1.0?
Airport Rd at Leeway Tr.	E	SB	118.6	F	No	SB	11.9	B	No

As indicated in Table 6, Airport Road at Leeway Trail is not expected to operate within the adopted LOS under 2024 background conditions during the a.m. peak hour. Since the v/c ratio does not exceed 1.0 for any of the approach lanes, it is recommended that ALL-WAY STOP control be considered to improve the delay on the minor streets. The analysis of the intersection with the proposed modification to traffic control is provided in Table 7.

Table 7
2024 Background Peak Hour LOS - Unsignalized Intersection - Improved
Tattersall at Tymber Creek

Intersection	Adopted LOS	AM Peak-Hour				PM Peak-Hour			
		Critical Approach	Delay	LOS	V/C greater than 1.0?	Critical Approach	Delay	LOS	V/C greater than 1.0?
Airport Rd at Leeway Tr.	E	EB	38.3	E	No	EB	10.2	B	No

Signalized Intersection Analysis

The signalized intersection was analyzed to determine the operating conditions under 2024 background conditions and the results are presented in Table 8. The HCS summary sheets are included in Appendix H.

Table 8
2024 Background A.M. and P.M. Peak-Hour LOS – Signalized Intersections
Tattersall at Tymber Creek

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
Granada Blvd. at Tymber Creek Rd.	D	51.6	D	Yes/ NBT	47.2	D	Yes/ NBT
Tymber Creek Rd. at Tymber Run	E	11.8	B	No	12.9	B	No
Tymber Creek Rd. at Airport Rd.	E	31.0	C	No	18.3	B	No

As indicated in Table 8, the Granada Boulevard at Tymber Creek Road intersection is expected to operate within the adopted LOS during the a.m. and p.m. peak hours, however the v/c ratio is greater than 1.0 for the northbound through movement. The following improvement is recommended to achieve a v/c ratio less than 1.0:

- Granada Boulevard at Tymber Creek Road:
 - Optimize signal timing splits – a.m. and p.m. peak hours

The analysis of the intersection with the proposed improvement is provided in Table 9. The HCS summary sheets are located in Appendix I.

Table 9
2024 Background A.M. & P.M. Peak-Hour LOS - Signalized Intersection - Improved
Tattersall at Tymber Creek

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
Granada Blvd. at Tymber Creek Rd.	D	49.1	D	No	45.4	D	No

5

2024 BUILD-OUT ROADWAY ANALYSIS

The study area intersections and roadway segments were analyzed based on the roadway conditions at the time of project build-out to determine potential impacts of project-generated trips and investigate mitigation requirements. The improvements recommended in background conditions in addition to planned and programmed improvements have been included in the 2024 build-out analysis for those applicable intersections and roadway segments.

Unsignalized Intersections Analysis

The unsignalized study area intersections were analyzed to determine the operational LOS under 2024 build-out conditions. The a.m. and p.m. peak-hour HCS results are provided in Table 10. The HCS summary sheets are attached as Appendix J.

Table 10
2024 Build-Out A.M. and P.M. Peak-Hour LOS – Unsignalized Intersections
Tattersall at Tymber Creek

Intersection	Adopted LOS	AM Peak-Hour				PM Peak-Hour			
		Critical Approach	Delay (sec.)	LOS	V/C greater than 1.0?	Critical Approach	Delay (sec.)	LOS	V/C greater than 1.0?
Airport Rd. at Leeway Tr.	E	EB	39.4	E	No	EB	10.3	B	No
Tymber Creek Rd. at Driveway #1	E	EB	10.1	B	No	EB	10.2	B	No
Airport Rd. at Driveway #2	E	SB	17.1	C	No	SB	11.6	B	No

As indicated in Table 10, the unsignalized study areas intersections are anticipated to operate within the adopted LOS during the a.m. and p.m. peak hours under 2024 buildout conditions.

Signalized Intersections Analysis

The signalized study area intersections were analyzed to determine the operational LOS during the a.m. and p.m. peak-hours under 2024 build-out conditions. The peak-hour HCS results are provided in Table 11. The HCS summary sheets are attached as Appendix J.

Table 11
2024 Build-Out A.M. and P.M. Peak-Hour LOS – Signalized Intersections
Tattersall at Tymber Creek

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
Granada Blvd. at Tymber Creek Rd.	D	50.9	D	No	47.1	D	No
Tymber Creek Rd. at Tymber Run	E	12.1	B	No	13.5	B	No
Tymber Creek Rd. at Airport Rd.	E	33.1	C	No	19.0	B	No

As indicated in Table 11, All study area intersections are expected to operate within the adopted LOS during the a.m. and p.m. peak hours under 2024 buildout conditions.

2024 Build-Out Roadway Segment Analysis

The study area roadway segments were analyzed under 2024 background and buildout conditions to determine the expected LOS during the p.m. peak period. The results are shown in Table 12. Please note that the planned and funded improvement for the future widening of Williamson Boulevard from LPGA Boulevard to Strickland Range Road to four lanes has been analyzed under 2024 future conditions. As shown, all roadway segments are expected to operate within an acceptable LOS during the p.m. peak hour with the exception of Granada Boulevard from Tymber Creek Road to I-95. The following improvements are recommended to improve the future background LOS deficiency:

Granada Boulevard from Tymber Creek Road to I-95:

- Widen from 4-lanes to 6-lanes

The improved roadway segment analysis for the deficient segment is provided in Table 12.

Table 12
2024 Build-Out P.M. Roadway Segment Analysis
Tattersall at Tymber Creek

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity	Existing PM Peak-Hour Two-Way Volume	Total Growth Applied (# of Trips)	2024 Total Background Volume	V/C Ratio	Background Volume Exceed Adopted LOS?	Project Distribution	Project Trips	2024 Total Build-Out Volume	2024 Build-Out Volume Exceed Adopted LOS?
Airport Rd.	Granada Blvd	Leeway Trail	2U	E	2,240	337	10	347	0.15	No	4.0%	6	353	No
	Leeway Trail	Tymber Creek Rd	2U	E	2,240	392	12	404	0.18	No	6.6%	10	414	No
Tymber Creek Rd.	Granada Blvd	Tymber Run	4D	E	1,540	990	273	1,263	0.82	No	70.1%	102	1,365	No
	Tymber Run	Airport Rd	2U	E	1,540	830	235	1,065	0.69	No	70.1%	102	1,167	No
	Airport Rd	US 1	2U	E	1,230	200	10	210	0.17	No	82.1%	120	330	No
Granada Blvd.	Tymber Creek Rd	I-95	4D	E	3,580	2,835	755	3,590	1.01	Yes	68.1%	99	3,689	Yes
	Clyde Morris Blvd	Nova Rd	4D	D	3,580	2,670	426	3,096	0.86	No	9.7%	14	3,110	No
Williamson Blvd.	LPGA Blvd	Strickland Range Rd	4D	E	3,410	1,520	704	2,224	0.65	No	14.3%	21	2,245	No
	Strickland Range Rd	Hand Ave	4D	E	3,410	1,520	704	2,224	0.65	No	16.8%	25	2,249	No
	Hand Ave	SR 40	4D	E	3,410	1,770	89	1,859	0.55	No	29.5%	43	1,902	No
Hand Ave.	Clyde Morris Blvd	Shangri La Dr	2U	E	1,540	1,300	193	1,493	0.97	No	8.9%	13	1,506	No
	Shangri La Dr	Nova Rd	4D	E	3,410	1,360	68	1,428	0.42	No	8.4%	12	1,440	No
Segment Improved ¹														
Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity	Existing PM Peak-Hour Two-Way Volume	Total Growth Applied (# of Trips)	2024 Total Background Volume	V/C Ratio	Background PM Volume Exceed Adopted LOS?	Project Distribution	Project Trips	2024 Total Build-Out Volume	2024 Build-Out Volume Exceed Adopted LOS?
Granada Blvd.	Tymber Creek Rd	I-95	6D	E	5,120	2,835	755	3,590	0.70	No	68.1%	99	3,689	No

¹Improved capacities were determined using the FDOT Generalized Service Tables and comparable capacities from Volusia County's AADT Table; Improvements not currently funded for construction.

Queue Length and Turn Lane Analysis

A queue length analysis was conducted to determine recommended storage lengths for existing turn lanes at the study area intersections. The background and build-out HCS results were used to obtain the 95th percentile queue lengths anticipated for each exclusive turn lane during the a.m. and p.m. peak-hours that was impacted by project trips or show a queue storage ratio over 1.0 in the HCS results. Turn lane requirements were evaluated using the Volusia County LDC Section 72-619, Table VI and FDOT Design Manual (FDM) Exhibit 212-1. For design purposes, only the peak-hour queue is reported and analyzed for a more conservative analysis. The resulting recommended turn lane lengths for the intersections are provided in Table 13. As indicated in the table, the following turn-lanes are shown to be deficient during the peak hour:

- Granada Boulevard at Tymber Creek Road:
 - Eastbound left-turn lane
 - Westbound right-turn lane
 - Southbound left-turn lane
- Tymber Creek Road at Airport Road:
 - Eastbound right-turn lane
 - Southbound left-turn lane

In addition to the 95th percentile queue length analysis provided in Table 13, a field visit was conducted on September 16, 2021, from 7:15 a.m. to 8:15 a.m. and from 1:30 p.m. to 3:00 p.m. at the Airport Road at Leeway Trail intersection to observe the maximum queue length on Airport Road as a result of school operations. The following observations were made:

- The flashing beacon school speed limit signs are in a good condition and operate during the school times identified.
- The eastern access on Airport Road is designated for buses, while the Leeway Trail entrance is for parent drop-off during the a.m. peak period.
- The pedestrian crosswalk pavement markings and signage on Airport Road, at the Leeway Trail intersection, are visible and in good condition. A crossing guard is present during arrival and dismissal to assist students across.
- A total of 19 of pedestrians observed to utilize the intersection during the a.m. arrival period and a total of 58 pedestrians observed crossing at the intersection during the dismissal period.
- From 7:25 a.m. to 7:30 a.m. the eastbound through volume begins to increase allowing for less gaps between vehicles. By 7:30 a.m., the westbound left-turn vehicle queue fills the storage area provided for both school driveways and extends approximately 775-ft.
- 7:34 a.m. - Steady eastbound through traffic observed and causes the westbound left-turn queue to spill into the westbound through lane; back of queue extends to the edge of the school zone, approximately 1,050-ft.
- 7:36 a.m. - The maximum westbound queue is observed at approximately 1,560-ft. from the Leeway Trail intersection.
- 7:40 a.m. – The queue begins to clear and the westbound through lane is no longer obstructed. By 7:42 a.m. the queue is manageable within the turn lane storage area; back of queue approximately 450-ft.
- The peak period during the afternoon dismissal observed between 2:25 p.m. and 2:35 p.m. with minimal delay in the eastbound through movement. Traffic operations at the school was clear by 2:38 p.m.; the crossing guards left the intersection at 2:40 p.m.
- LTG staff spoke with the school Principal during the a.m. peak hour observation. The Principal informed LTG that he was unaware of any issues/concerns with traffic operations, and he was never notified by a government agency regarding traffic safety or vehicular queue.

Table 13
Queue Length and Turn Lane Analysis
Tattersall at Tymber Creek

Intersection	Turn Lane	Posted Speed Limit (mph)	Existing Lane Length (ft.) ¹	Required Deceleration (ft.) ²	2021 Existing				2024 Background			2024 Build-Out					Cause for Deficiency
					Peak-Hour Used in Analysis	95th Percentile Queue Length (ft.)	Total Required Turn Lane Length (ft.)	Lane Length Deficiency (ft.)	95th Percentile Queue Length (ft.)	Total Required Turn Lane Length (ft.)	Lane Length Deficiency (ft.)	95th Percentile Queue Length (ft.)	Total Required Turn Lane Length (ft.)	Lane Length Deficiency (ft.)	Difference from Background to Build-Out (ft.)	Project Trips	
Granada Blvd. at Tymber Creek Rd.	EBL	50	485	350	PM	125	475	0	200	550	65	200	550	65	0	1	Background
	WBR	50	450	350	AM	450	800	350	525	875	425	575	925	475	50	18	Existing
	SBL	45	640	240	AM	425	665	25	475	715	75	525	765	125	50	55	Existing
Tymber Creek Rd. at Airport Rd.	EBL	35	230	155	AM	50	205	0	50	205	0	75	230	0	0	2	N/A
	EBR	35	230	155	AM	475	630	400	375	530	300	400	555	325	25	23	Existing
	NBL	40	385	185	AM	150	335	0	150	335	0	175	360	0	0	8	N/A
	SBL	40	235	185	AM	75	260	25	75	260	25	75	260	25	0	7	Existing
Airport Rd. at Leeway Tr. ³	WBL	35	450	155	AM	25	180	0	75	230	0	75	230	0	0	0	N/A

¹Approximate total turn lane length; includes taper.

²Based upon Volusia County LDC Section 72-619 Table VI and FDOT FDM Exhibit 212

³Results based on HCS analysis; Maximum observed queue during the a.m. peak hour documented in report write-up.

Site Access Analysis

Access to the development is proposed by a full access driveway along Tymber Creek Road and a full access driveway along Airport Road. Tymber Creek Road is currently maintained by Volusia County with a posted speed limit of 40 miles per hour (mph). Airport Road is currently maintained by the City of Ormond Beach. The proposed project driveway on Tymber Creek Road is required to meet current driveway and turn lane criteria outlined in the Volusia County Land Development Code (LDC) Section 72-619.

Section 72-619 of the LDC states that a left-turn lane of 12-ft. in width shall be provided when the average peak hour inbound left-turn volume is 25 vehicles or more and a right-turn lane of 12-ft. in width shall be provided when the speed limit equals or exceeds 35 miles per hour. Based on this criterion, the proposed turn volumes and posted speed limit, the following turn-lanes are required:

Tymber Creek Road at Project Driveway 1:

- 185-ft. southbound right-turn lane (includes 50-ft. taper)
- 235-ft. northbound left-turn lane (includes 50-ft. taper and 50-ft. vehicle queue)

Alternate Mode Analysis

As requested by the Volusia County, an alternative mode analysis has been conducted to determine existing and proposed alternate modes of transportation within the immediate project study area.

An existing sidewalk along the south side of Airport Road currently provides pedestrian access from Tymber Creek Road to Leeway Trail and varies in width from 5-ft. to 6-ft. Existing pedestrian signal control is present at the Tymber Creek Road at Airport Road intersection. As outlined in the LDC, a 5-ft. sidewalk is required to be installed along the property frontage in order to provide pedestrian access to the site. The planned sidewalks will also connect to the existing sidewalk network at the Tymber Creek Road at Airport Road intersection.

There are currently no bicycle lanes present along Tymber Creek Road or Airport Road adjacent to the site location. Votran, Volusia County's public transportation system, provides transportation alternatives to all urban areas of the county via fixed route buses and paratransit vehicles. The frequency of most routes is one hour, with a few operating on the half-hour. Standard daily service is provided from 6 a.m. – 7 p.m., Monday through Saturday, with a limited fixed route service at night and on Sunday. Votran currently does not operate a fixed bus route within the vicinity of the project site.

Based on the field visit conducted during the a.m. and p.m. peak hour, no conflict between vehicular traffic and pedestrians was observed. Pedestrians and vehicular drivers obeyed traffic laws and operations were safe. Arrival drop-off and dismissal pick-up operations at the school appeared to go smoothly and moved quickly. A majority of the students utilizing the crosswalks at the Airport Road at Leeway Trail intersection continued west on Airport Road or north on Leeway Trail.

Proportionate Share (PS)

Based on the current Florida Statue and procedures outlined in the R2CTPO TIA guidelines, the proportionate share shall be calculated based upon the number of trips from the proposed development being approved. The project traffic is then divided by the change in roadway capacity resulting from the recommended improvements to result in a PS percentage. The total estimated construction cost for the improvement is multiplied by the PS percentage to determine the applicant's PS contribution.

The PS formula is to be applied only to those facilities that are determined to be significantly impacted by the project traffic under review. The recommended improvements eligible for PS determination, the estimated improvements costs and PS calculation are to be negotiated once the TIA has been approved.

6

CONCLUSION AND RECOMMENDATIONS

This study was conducted to evaluate the impact of the proposed Tattersall at Tymber Creek development on the surrounding roadway network within the City of Ormond Beach, Florida. The development is expected to generate 153 net a.m. peak-hour trips and 159 net p.m. peak-hour trips. The results of the roadway segment and intersection analyses are summarized in Tables 14 and 15, below.

Table 14
Recommended Improvements - Roadway Segments
Tattersall at Tymber Creek

Roadway	Segment		When Improvement Required	
	From	To	2024 Background	Build-Out
SR 40/Granada Blvd.	Tymber Creek Rd.	I-95	6L	

Table 15
Recommended Improvements - Intersections
Tattersall at Tymber Creek

Intersection	When Improvement Required		
	2021 Existing	2024 Background	Build-Out
Granada Blvd. at Tymber Creek Rd.		Optimize signal timing splits	
Airport Rd. at Leeway Tr.	ALL-WAY Stop		

The queue length analysis determined that four turn lanes are shown to be deficient under 2021 existing conditions and one turn lane is shown to be deficient under 2024 background conditions during the peak hour. Three turn lanes are required to provide additional length to accommodate project traffic during the a.m. peak hour. A field visit was conducted at the Airport Road at Leeway Trail intersection to observe traffic operations of Pathways Elementary School. In summary, the maximum westbound vehicle queue extends approximately 1,560-ft. during the a.m. peak arrival period (7:30 a.m. – 7:40 a.m.). Although the queue spills back into the westbound through lane, the congestion clears within 8-10 minutes from when maximum storage capacity is reached.

Access to the development is proposed by a full access driveway along Tymber Creek Road and a full access driveway along Airport Road. The project driveway on Tymber Creek Road is required to meet current driveway criteria outlined within the Volusia County LDC, Section 72-619. Therefore, the following turn lanes are warranted:

Tymber Creek Road at Project Driveway 1:

- 185-foot southbound right-turn lane (includes 50-ft. taper)
- 235-foot northbound left-turn lane (includes 50-ft. taper and 50-ft. vehicle queue)

An existing sidewalk along Airport Road varies in width from 5-ft. to 6-ft. and pedestrian control features are provided at the Tymber Creek Road at Airport Road intersection for access to the elementary school site. The proposed development will also provide 5-ft. sidewalk along the property frontage and connection to the existing sidewalk network.

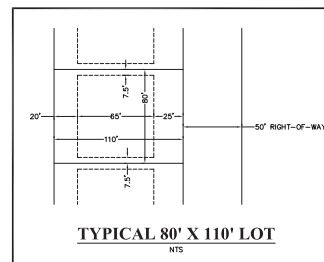
If deemed necessary by the agencies, the recommended improvements eligible for proportionate share (PS), the estimated improvement cost, and PS calculations are to be negotiated once the TIA results are accepted by the Ormond Beach City and Volusia County.

Based on the results of the TIA and the recommended improvements listed above, the proposed The Tattersall at Tymber Creek development is recommended for approval.

APPENDICES

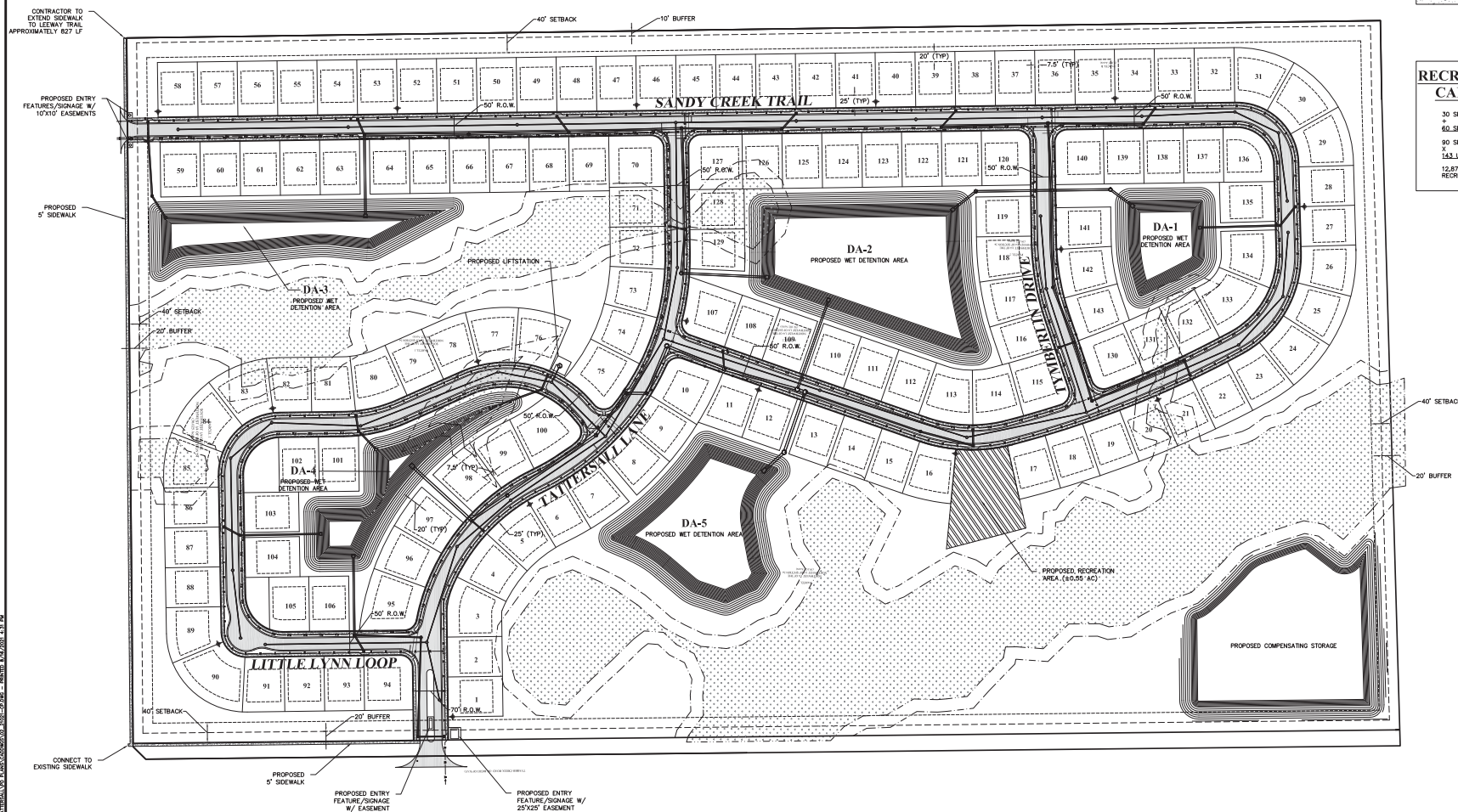
APPENDIX A

Preliminary Site Plan





30 SF/UNIT INDOOR WAIVER
+
60 SF/UNIT OUTDOOR
90 SF/UNIT
X
143 UNITS
12,870 SF REQUIRED
RECREATION AREA



APPENDIX B

Approved Methodology



Volusia County
Traffic Engineering

The following proposed development project has an **APPROVED TIA METHODOLOGY (valid for 6 months):**

Project: Tattersale at Tymber Creek
 Date of Approval: September 9, 2021
 Conditions: _____

Approval Signature: _____

A TIA for this project can now be accepted for review by the county. TIAs must be completed per the River-to-Sea TPO TIA Guidelines, which can be found on the R2CTPO.org website.

- ☐ **If submitting a Volusia County development application**, the following TIA-related items are required at project submission**:

Completed TIA Checklist
Two (2) Hard Copies of the complete TIA
One (1) CD that includes a PDF copy of the complete TIA & all computer input files
Response to Comments (if resubmitted)



City Development projects that need a TIA approval from the county must submit TIAs through the Volusia County Right-of-Way Use Permit application process.** Please see the following for more information: <http://www.volusia.org/services/public-works/engineering-and-construction/development-engineering/use-permits.stml>. The items below are required:

Completed TIA Checklist
Two (2) Hard Copies of the complete TIA
One (1) CD that includes a PDF copy of the complete TIA & all computer input files
Response to Comments (if resubmitted)

****If the applicant's traffic engineer wishes to submit the TIA package to Volusia County Traffic Engineering directly, the county development application number or county use permit number MUST be typed or written on the TIA Cover.**

Applicants with large projects, complex projects, or projects with access concerns on county roads are highly suggested to meet with county reviewers earlier in the process. The applicant is responsible for setting up these meetings with the county. A city development review staff representative must also be in attendance for coordination purposes.

Questions about TIAs and TIA methodologies should be addressed to Melissa Winsett at mwinsett@volusia.org or Anthony Taylor at ataylor@volusia.org.



Via Email: (Steven.Spraker@ormondbeach.org)

Ref: 5223.03

August 31, 2021

Mr. Steven S. Spraker, AICP
Ormond Beach Planning Director
22 South Beach Street
Ormond Beach, FL 32174

Re: Tattersall at Tymber Creek - Traffic Impact Analysis (TIA) Methodology Letter *Revised*
Ormond Beach, Florida

Dear Mr. Spraker:

LTG, Inc. (LTG) has been retained by PAYLIN Tymber 1 and 2, LLC to prepare a Traffic Impact Analysis (TIA) for the proposed Tattersall at Tymber Creek development located in the northwest quadrant of the Tymber Creek Road at Airport Road intersection in the City of Ormond Beach, Florida. Figure 1 shows the location of the project relative to the surrounding road network. The total development consists of 146 single family dwelling units. Build-out of the project is anticipated by year 2024.

Access to the site is proposed via a full access driveway along Tymber Creek Road and a full access driveway along Airport Road. A copy of the preliminary site plan is attached as Exhibit A.

The City of Ormond Beach has adopted the River to Sea Transportation Planning Organization (R2CTPO) Transportation Impact Analysis (TIA) guidelines. In accordance with these guidelines, this letter outlines the proposed methodology by which the analysis will be conducted. The analysis will be based on the latest concurrency information as obtained from the City of Ormond Beach and Volusia County Traffic Engineering Department.

Analysis Period

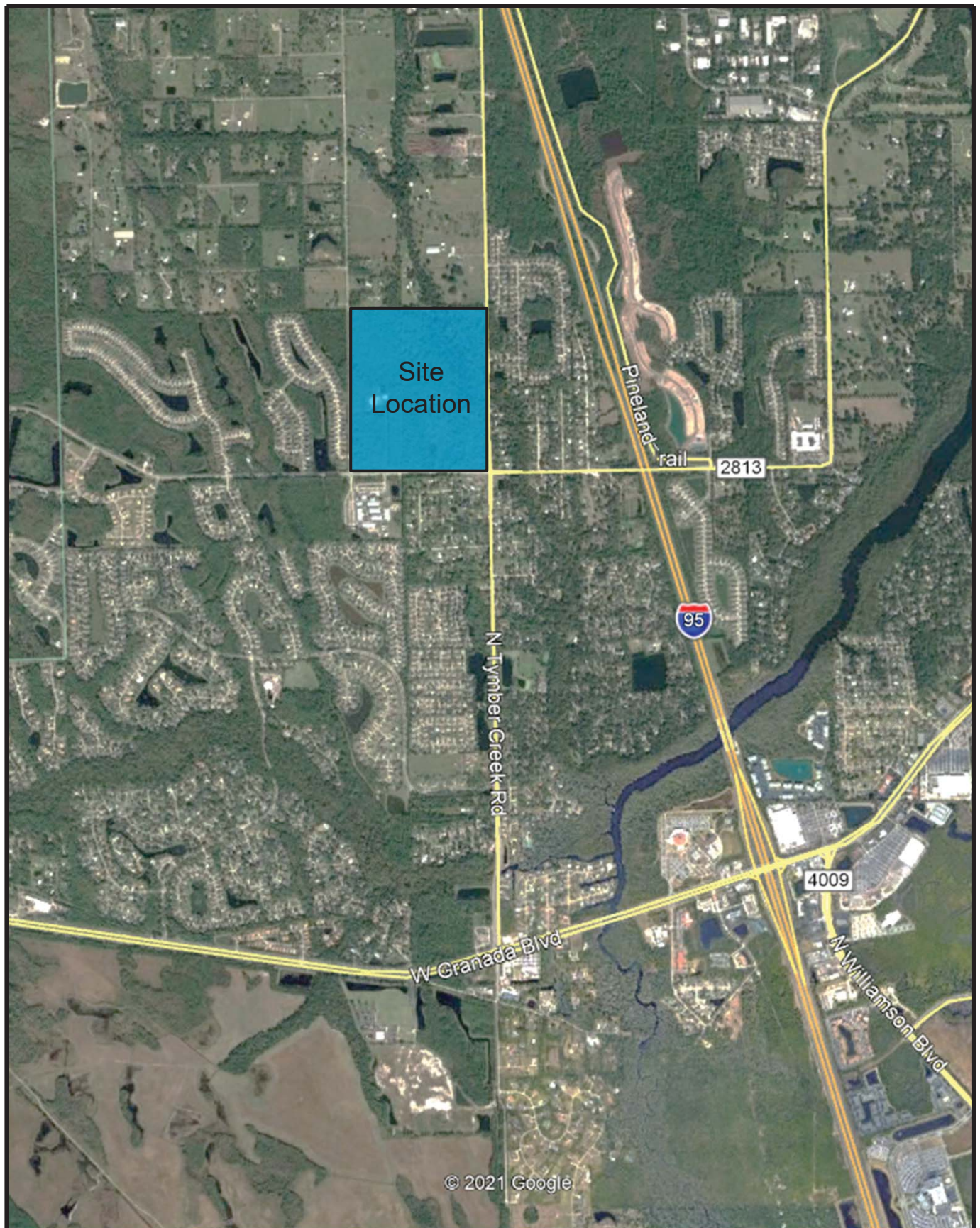
Roadway segments will be analyzed based on p.m. peak-hour two-way traffic and intersections will be analyzed for the a.m. and p.m. peak-hours. The analysis will be conducted under 2021 existing conditions and 2024 future build-out conditions. The a.m. and p.m. peak-hour turning movement counts will be collected on a typical weekday (Tuesday, Wednesday, or Thursday) between the hours of 7:00 a.m. - 9:00 a.m. and 4:00 - 6:00 p.m. the week of August 30, 2021, when school is in session. The existing traffic counts will be adjusted by the FDOT Seasonal Factor (SF) specified for the week the data is collected.

Project Trip Generation

The daily, a.m., and p.m. peak-hour trip generation for the development was determined using the Institute of Transportation Engineers (ITE), 10th edition of the *Trip Generation Manual*. The resulting project trip generation is summarized in Table 1.

Table 1
Project Trip Generation
Tattersall at Tymber Creek

Time Period	Land Use	Land Use Code	Trip Rate Equation	Quantity (x)		Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips (T)
Daily	Single Family Detached Residential	210	$\text{Ln}(T)=0.92\text{Ln}(X)+2.71$	146	DU	50%	50%	736	737	1,473
AM Peak-Hour			$T=0.71(X)+4.80$			25%	75%	27	81	108
PM Peak-Hour			$\text{Ln}(T)=0.96\text{Ln}(X)+0.20$			63%	37%	92	54	146



**Tattersall at
Tymber Creek**



NTS

Site Location Map

Project No.: 5223.03

Figure 1



LTG *Engineering
& Planning*

1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

Project Trip Distribution

The Central Florida Regional Planning Model, version 7 (CFRPM), was used to obtain the project trip distribution for the proposed development. A Traffic Analysis Zone (TAZ) and corresponding socio-economic (S/E) data were added to the 2025 base network to represent the project. A select zone analysis was completed and resulted in the external project trip distribution. The resulting project trip distribution along Tymber Creek Road, north of the project, has been manually modified from 11.3% to 8.0%. The remaining 3.3% has been reassigned to Airport Road, east of the project. Additionally, the resulting trip assignment to project driveways is provided below and is based on proposed access, site plan layout, destination, and engineering judgement.

- West Airport Rd. – 70% Airport access, 30% Tymber Creek access
- North Tymber Creek – 20% Airport access, 80% Tymber Creek Access
- South Tymber Creek – 40% Airport access, 60% Tymber Creek Access
- East Airport Rd. – 40% Airport access, 60% Tymber Creek Access

Study Area

Per the R2CTPO guidelines, projects must include all roadway segments to which the site has direct connections, that are impacted by the proposed project to within three percent or greater of the peak-hour two-way adopted level of service (LOS) capacity, major intersections along the significant segments, and roadway segments that have been designated as “critical” or “near critical” within the site traffic influenced segments.

Critical and near critical roadways are defined by Volusia County as roadways with a volume to capacity (v/c) ratio that is equal to or greater than 1.0 and 0.90, respectively. Figure 3 depicts the critical and near critical roadway segments within the area.

Using the project trip distribution, p.m. peak-hour project trips were assigned to the roadway network to determine the roadway segments that are impacted by the proposed project to within three percent or greater of the peak-hour two-way adopted level of service (LOS) capacity. Table 2 presents the significance test on area roadways for the proposed development. The following intersections and roadway segments will be included in the study:

Roadway Segments:

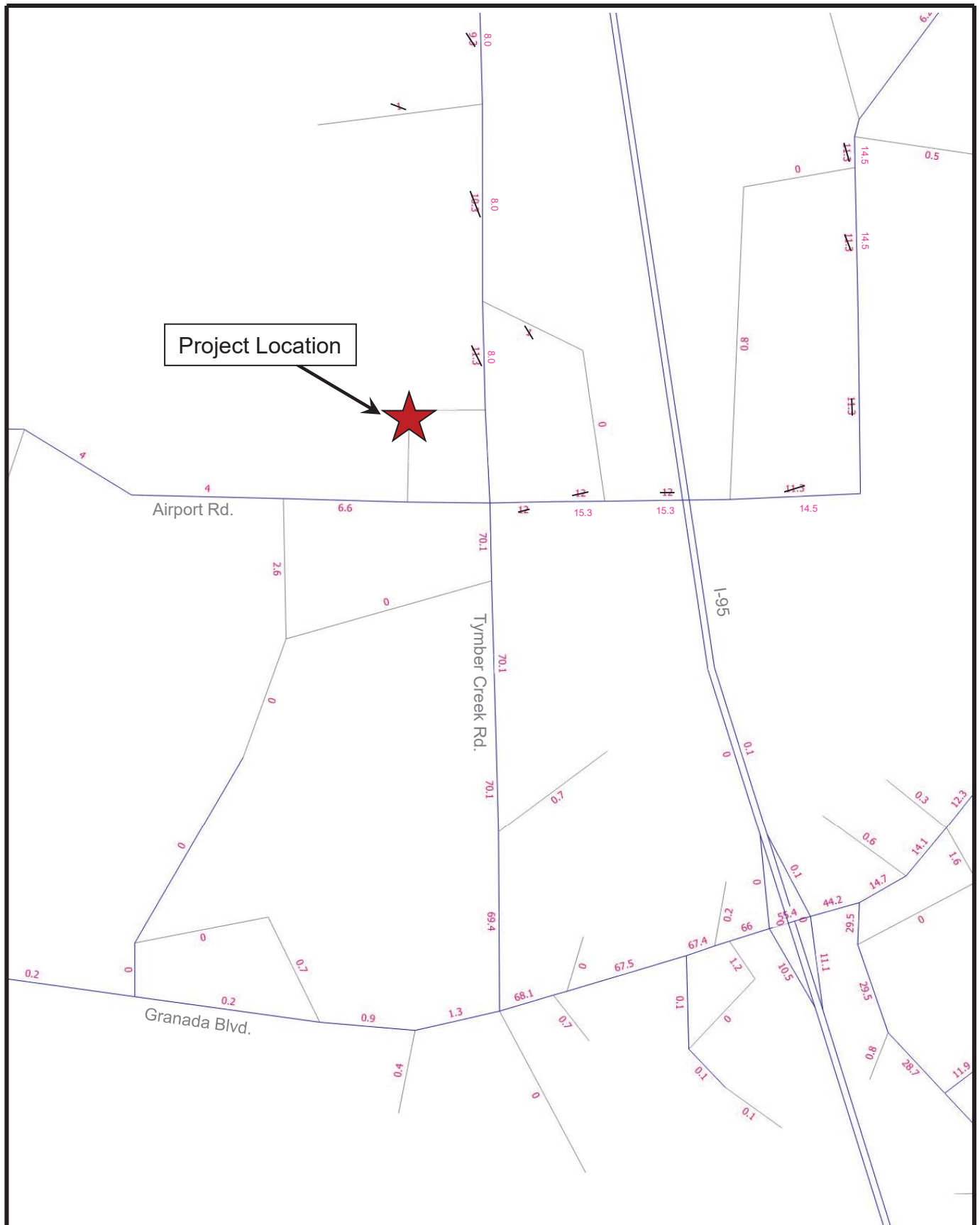
- Airport Road from Granada Boulevard to Tymber Creek Road
- Tymber Creek Road, from Granada Boulevard to Broadway Avenue/US 1
- SR 40/Granada Boulevard from Clyde Morris Boulevard to Nova Road (near critical)
- SR 40/Granada Boulevard from Tymber Creek Road to Interstate-95
- Williamson Boulevard from LPGA Boulevard to Hand Avenue (vested critical)
- Hand Avenue from Clyde Morris Boulevard to Nova Road

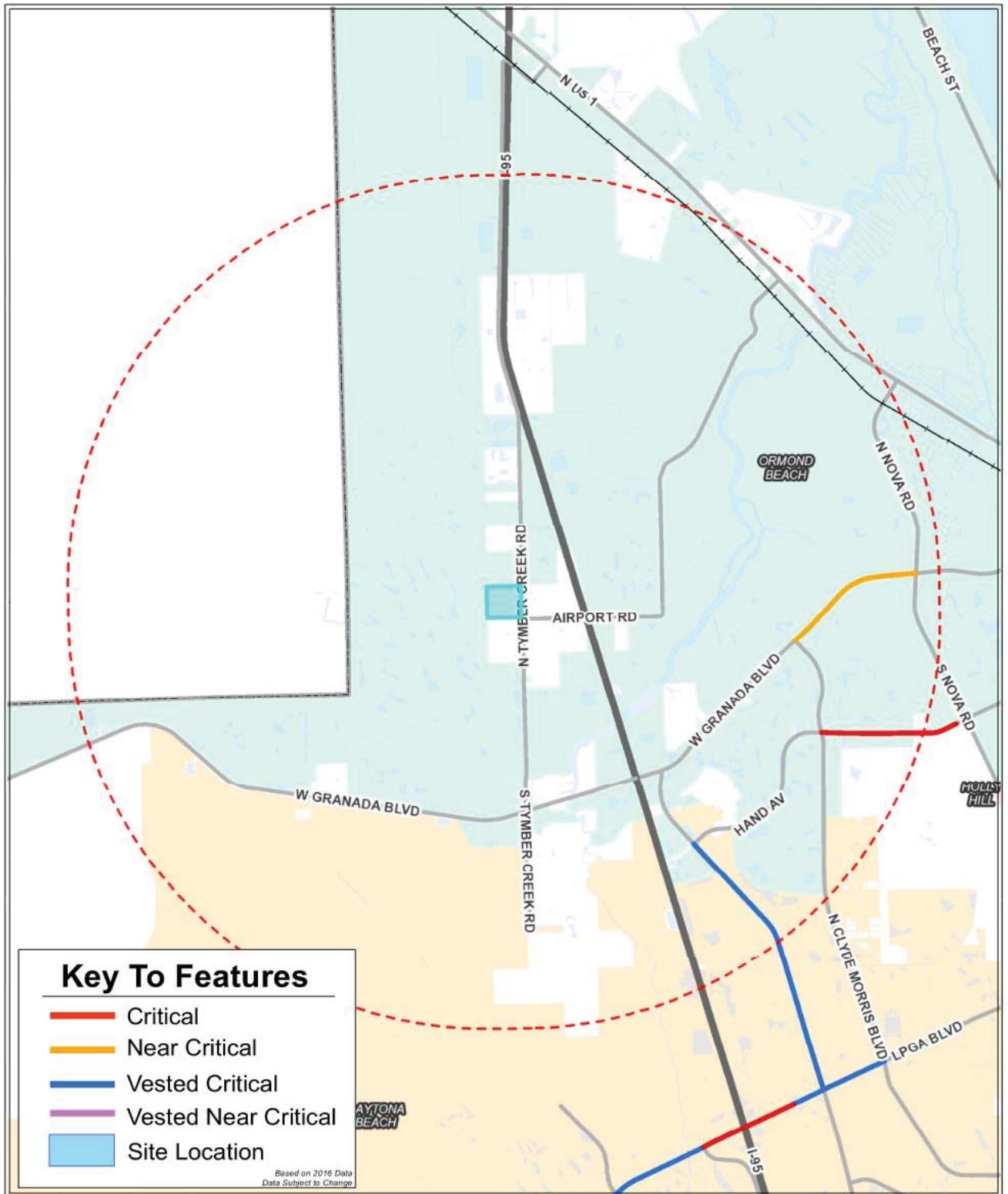
Intersections:

- Tymber Creek Road at Granada Boulevard
- Tymber Creek Road at Tymber Run
- Tymber Creek Road at Airport Road
- Airport Road at Leeway Trail
- Tymber Creek Road at Project Driveway 1 (future conditions)
- Airport Road at Project Driveway 2 (future conditions)

Build-Out Traffic

The build-out traffic will be developed by the sum of the background traffic (derived from historical growth rates and vested trips as identified by Volusia County) and the estimated project traffic. The growth rate for each study area roadway segment was determined using the method developed by Volusia County in August of 2020 (see Exhibit B), the vested trips as identified by the County’s latest vested trips table, received June 2021, and the latest Volusia County AADT spreadsheet. The FDOT *Traffic Trends* summary sheets are attached as Exhibit B. Tables 3 and 4 summarize the historical annual growth, vested trips, and the applied growth method used in the analysis for the study area roadway segments and the additional segments needed for the intersection analyses.





Mapping Tool Provided Courtesy of
Volusia County Public Works and is
a graphic representation only.

Date 06/8/2021

3 mile Critical/Near Critical Roadway Buffer Tattersall at Tymber Creek

N
W E
S
1 inch = 5,319 feet

**Tattersall at
Tymber Creek**



NTS

Critical/Near-Critical Roadway Map

Project No.: 5223.03

Figure 3

LTG Engineering & Planning

1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

Mr. Steven Spraker, AICP
August 31, 2021
Page 6

Table 2
Significance Test
Tattersall at Tymber Creek

Roadway	Limits		No. of Lanes	Jurisdiction	Adopted LOS ¹	Peak-Hour Two-Way Capacity at Adopted LOS ²	Build Out Project Distribution	PM Peak-Hour Two-Way		
	From	To						Project Trips	Impact of LOS	3% Significant?
Airport Rd	Granada Blvd.	Tymber Creek Rd.	2	Volusia	E	2,240	6.6%	10	0.45%	No
	Tymber Creek Rd.	Pineland Tr.	2	Volusia	E	2,240	12.0%	18	0.80%	No
	Pineland Tr.	Sunshine Blvd.	2	Volusia	E	2,240	11.3%	16	0.71%	No
	Sunshine Blvd.	US 1	2	Volusia	E	2,240	6.2%	9	0.40%	No
Tymber Creek Rd.	Riverbend Rd.	Granada Blvd.	2	Volusia	E	1,020	0.0%	0	0.00%	No
	Granada Blvd.	Tymber Run	4	Volusia	E	1,540	70.1%	102	6.62%	Yes
	Tymber Run	Airport Rd.	2	Volusia	E	1,540	70.1%	102	6.62%	Yes
	Airport Rd.	Project Driveway 1	2	Volusia	E	1,230	82.1%	120	9.76%	Yes
	Project Driveway 1	Broadway Ave/US 1	2	Volusia	E	1,230	11.3%	16	1.30%	No
Granada Blvd.	Rima Ridge Rd.	Tymber Creek Rd.	4	FDOT	D	3,580	1.3%	2	0.06%	No
	Tymber Creek Rd.	I-95	4	FDOT	D	3,580	68.1%	99	2.77%	No
	I-95	Williamson Blvd.	4	FDOT	D	3,580	44.2%	65	1.82%	No
	Williamson Blvd.	Clyde Morris Blvd.	4	FDOT	D	3,580	14.7%	21	0.59%	No
	Clyde Morris Blvd.	Nova Rd.	4	FDOT	D	3,580	9.7%	14	0.39%	No
Williamson Blvd.	LPGA Blvd.	Hand Ave.	2	Volusia	E	1,540	16.8%	25	1.62%	No
	Hand Ave.	Granada Blvd.	4	Volusia	E	3,410	29.5%	43	1.26%	No
Hand Ave.	Williamson Blvd.	Clyde Morris Blvd.	2	Volusia	E	1,540	11.9%	17	1.10%	No
	Clyde Morris Blvd.	Shangri La Dr.	2	Volusia	E	1,540	8.9%	13	0.84%	No
	Shangri La Dr.	Nova Rd.	4	Volusia	E	3,410	8.4%	12	0.35%	No
I-95	LPGA Blvd.	Granada Blvd.	6	FDOT	D	11,860	21.6%	32	0.27%	No
	Granada Blvd.	US 1	6	FDOT	D	10,060	0.1%	0	0.00%	No

¹Per Comprehensive Plan of Jurisdiction

²Per 2019 VC AADT Spreadsheet

	Critical
	Near Critical
	Vested Critical
	Vested Near Critical
	Significant

Table 3
Trends Growth and Vested Trips – Study Area Roadway Segments
Tattersall at Tymber Creek

Roadway	Segment		5-Year			10-Year			Applied Growth Rate	Applied Growth If Using Adjacent Segment	High Growth? Y/N	Vested Trips	Existing Peak-Hour Volume	Existing AADT Year	Build-Out Year	Growth (# of Trips)	Growth Method	Total Growth Applied (# of Trips)	2024 Background Volume
	From:	To:	Best Fit Regression	R ² Value	Historical Growth Rate	Best Fit Regression	R ² Value	Historical Growth Rate											
Airport Rd*	Granada Blvd.	Tymber Creek Rd.	N/A	-	-	N/A	-	-	Check adjacent	1.00%	N	0	N/A*	2019	2024	0	N/A	0	N/A
Airport Rd.	Tymber Creek Rd.	Pineland Tr.	Decaying Exp	35.5%	1.52%	Linear	44.3%	2.50%	Check adjacent	1.00%	N	0	560	2019	2024	28	1% Annual	28	588
Tymber Creek Rd.	Granada Blvd.	Tymber Run	Exponential	49.1%	-5.48%	Exponential	6.4%	-1.00%	Check adjacent	1.00%	N	175	990	2019	2024	50	1% + Vested	225	1,215
	Tymber Run	Airport Rd.	Decaying Exp	40.7%	1.36%	Linear	50.3%	2.97%	Check adjacent	1.00%	N	193	830	2019	2024	42	1% + Vested	235	1,065
	Airport Rd.	Broadway Ave/US 1	Decaying Exp	8.2%	0.87%	Exponential	57.9%	3.23%	Check adjacent	1.00%	N	0	200	2019	2024	10	1% Annual	10	210
Granada Blvd.	Clyde Morris Blvd.	Nova Rd.	Linear	78.5%	2.67%	-	-	-	2.67%	-	N	46	2,670	2019	2024	356	Historical + Vested	402	3,072
Williamson Blvd.	LPGA Blvd.	Hand Ave.	Linear	84.2%	7.20%	-	-	-	7.20%	-	Y	341	1,520	2019	2024	547	Historical	547	2,067
Hand Ave.	Clyde Morris Blvd.	Shangri La Dr.	Decaying Exp	77.7%	0.82%	-	-	-	1.00%	-	N	76	1,300	2019	2024	65	Historical + Vested	141	1,441
	Shangri La Dr.	Nova Rd.	Decaying Exp	42.2%	0.68%	Linear	61.1%	2.17%	Check adjacent	1.00%	N	0	1,360	2019	2024	68	Historical Growth	68	1,428

*Existing segment volume of Airport Rd from Granada Blvd to Tymber Creek Road will be based on turning movement counts collected.

Table 4
Trends Growth and Vested Trips – Additional Segments for Intersection Analyses
Tattersall at Tymber Creek

Roadway	Segment		5-Year			10-Year			Applied Growth Rate	Applied Growth If Using Adjacent Segment	High Growth? Y/N	Vested Trips	Existing Peak-Hour Volume	Existing AADT Year	Build-Out Year	Growth (# of Trips)	Growth Method	Total Growth Applied (# of Trips)	2024 Background Volume
	From:	To:	Best Fit Regression	R ² Value	Historical Growth Rate	Best Fit Regression	R ² Value	Historical Growth Rate											
Granada Blvd.	Pinto Lane	Rima Ridge Rd.	Exponential	85.0%	6.20%	-	-	-	6.20%	-	Y	0	1,120	2019	2024	347	Historical	347	1,467
	Rima Ridge Rd.	Tymber Creek Rd.	Decaying Exp	41.3%	1.09%	Exponential	67.6%	2.63%	Check adjacent	6.20%	Y	0	2,835	2019	2024	879	Historical	879	3,714
	Tymber Creek Rd.	I-95	Decaying Exp	41.3%	1.09%	Exponential	67.6%	2.63%	Check adjacent	1.00%	N	335	2,835	2019	2024	142	1% + Vested	477	3,312
	I-95	Clyde Morris Blvd.	Exponential	1.6%	-0.28%	Exponential	4.9%	0.28%	Check adjacent	1.00%	N	0	3,195	2019	2024	160	1% Annual	160	3,355
US 1	Nova Rd.	Airport Rd.	Decaying Exp	98.2%	1.18%	-	-	-	1.18%	-	N	0	2,880	2019	2024	170	Historical	170	3,050
	Airport Rd.	I-95	Decaying Exp	42.6%	0.42%	Linear	65.8%	1.83%	Check adjacent	1.18%	N	0	2,115	2019	2024	125	Historical	125	2,240

Segment Analysis – Existing and Build-Out Conditions

If the future projected volume is expected to exceed the maximum service volume of a roadway segment, a transportation analysis may be conducted to determine service volume specific to that segment. The procedures documented in the latest version of the FDOT *Quality/Level of Service Handbook* will be used to determine specific capacity, if necessary.

Intersection Analysis – A.M. & P.M. Weekday Peak-Hour

The operating conditions for both the existing and future conditions at the signalized and unsignalized intersections will be analyzed using the *Highway Capacity Software 7, Version 7.9.5* (HCS) or Synchro 10. These software programs utilize the procedures outlined in Chapters 19 and 20 of the HCM 6th Edition *Highway Capacity Manual*, titled “Signalized Intersections” and “Two-Way Stop Control Intersections,” respectively.

Alternative Mode Analysis

An alternate mode analysis will be conducted to analyze any transit stops within ¼ mile of the site, provisions for sidewalks adjacent to public roads within the limits of the site, sidewalk connectivity between parcels, provisions for any bicycle amenities, such as bike racks or lockers, and identification to any schools within 2-mile of the site.

The assessment of Hazardous walking conditions along Airport Road, west of Tymber Creek Road, will be included.

Queue Length and Turn Lane Analysis

All turn lanes that are impacted by project traffic will be included in a queueing evaluation. Additional analysis will be provided along Airport Road as it relates to school traffic, as requested by the City.

Site Access Analysis

A site access analysis based on the proposed site plan and driveway geometry will be included in the analysis. The current driveway spacing and turn lane criteria standards adopted by the maintaining agency will be used to evaluate any necessary access improvements or recommendations.

Improvements

All improvements funded for construction within the first three years of the Volusia County and FDOT five-year work programs will be considered in the analysis. The Volusia County Capital Improvement Program (CIP) and the River to Sea TPO Transportation Improvement Program (TIP) indicates that Williamson Boulevard from LPGA Boulevard to Hand Avenue is planned to be widened from two to four lanes. The section of Williamson Boulevard, from LPGA Boulevard to Strickland Range Road, is currently under construction. Williamson Boulevard from Strickland Range Road to Hand Avenue is planned for future widening, however it is not funded at this time.

If warranted, appropriate roadway and intersection improvements will be identified. Conditions will be analyzed for improvements that are required for mitigation. All proposed mitigation improvements will be consistent with the appropriate city and county comprehensive plans transportation elements. In particular, if a proposed mitigation improvement is to widen a county roadway beyond that which is indicated on the County's adopted Future Number of Lanes, an alternative mitigation improvement project will be proposed. Proportionate share calculations will be based on construction costs approved by Volusia County Engineering and Construction Division. Site access needs in terms of turn lane storage and deceleration shall be identified.

It is understood that this methodology will remain valid for a period of six (6) months from the date of approval.

Mr. Steven Spraker, AICP
August 31, 2021
Page 9

Please review and advise if the City is in agreement with this proposed methodology or provide comments relating to preferred revisions. If you have any questions, please contact me at 386.257.2571.

Sincerely,
LTG, Inc.



Kady L. Deering, PE
Project Engineer

Attachments:

Exhibit A: Preliminary Site Plan

Exhibit B: FDOT Traffic Trends

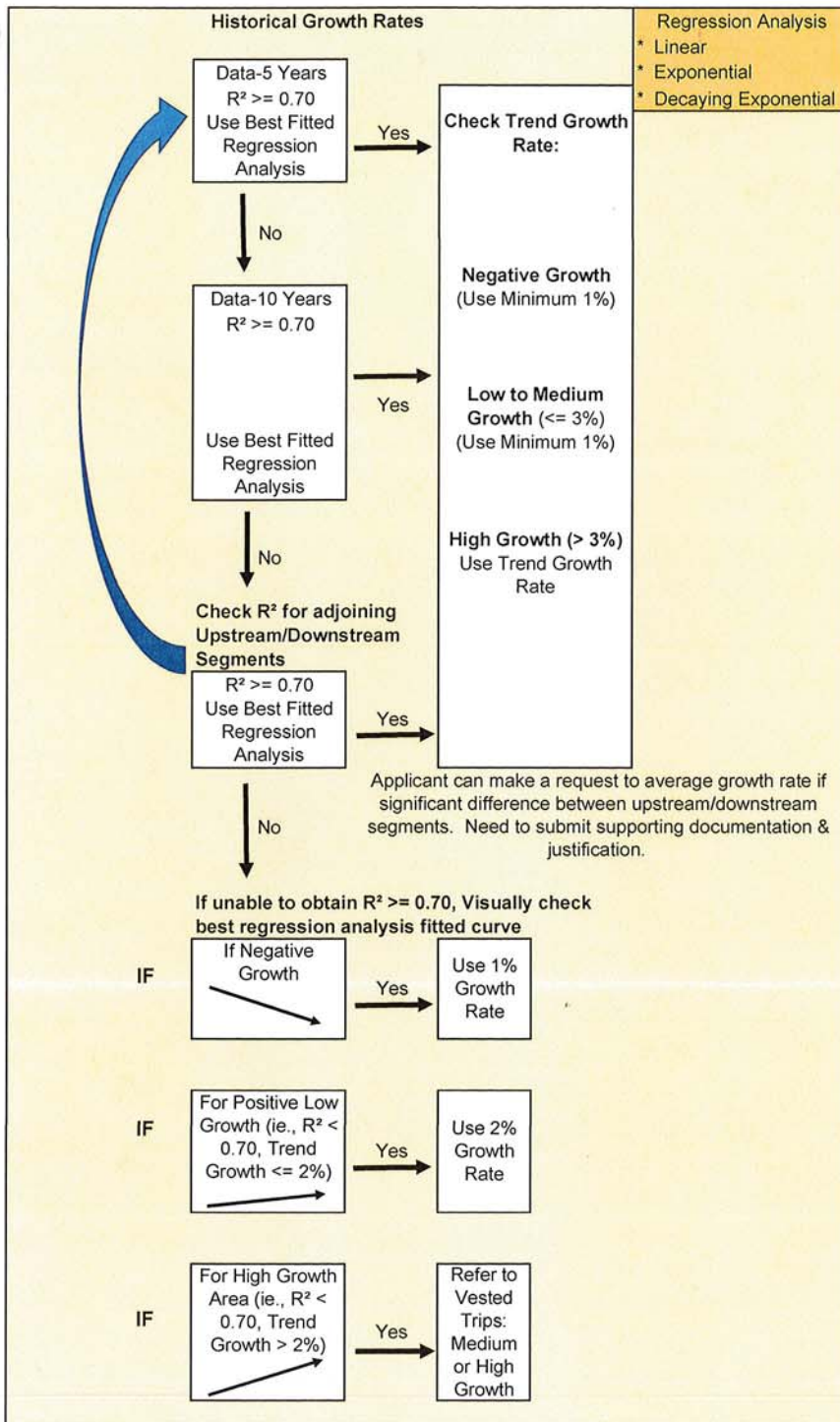
EXHIBIT A

Preliminary Site Plan

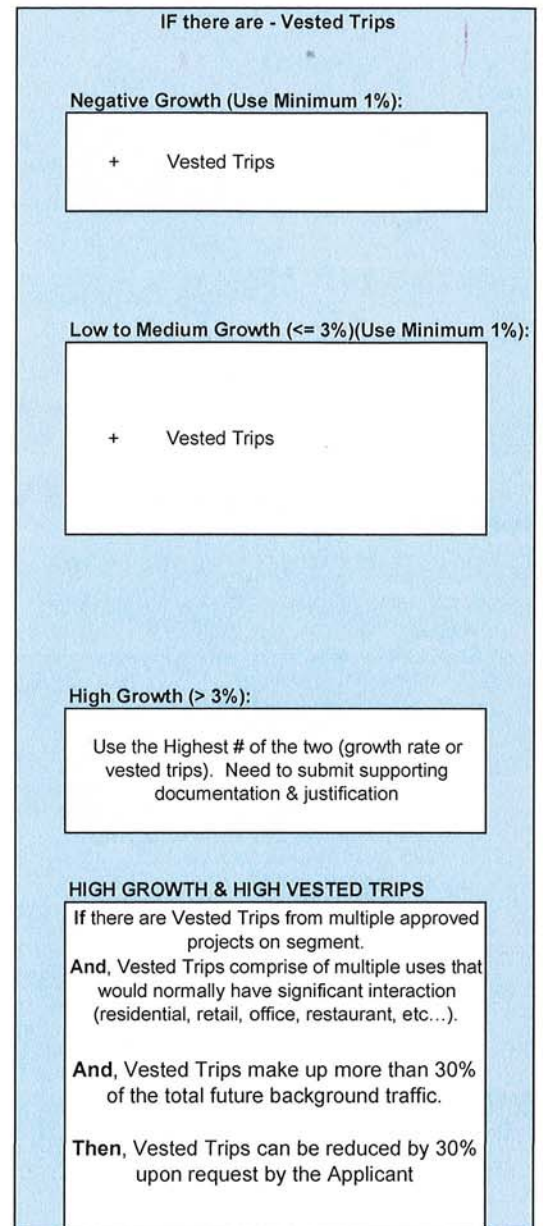
EXHIBIT B

FDOT Traffic Trends

Volusia County's Segment Growth Rates and Vested Trips Instructions Policy



AND



Signed: _____

Jon E. Cheney
Jon E. Cheney, P.E.

Date: _____

8/27/2020

TRAFFIC TRENDS

Airport Rd -- Tymber Creek Rd to Pineland Tr

County:

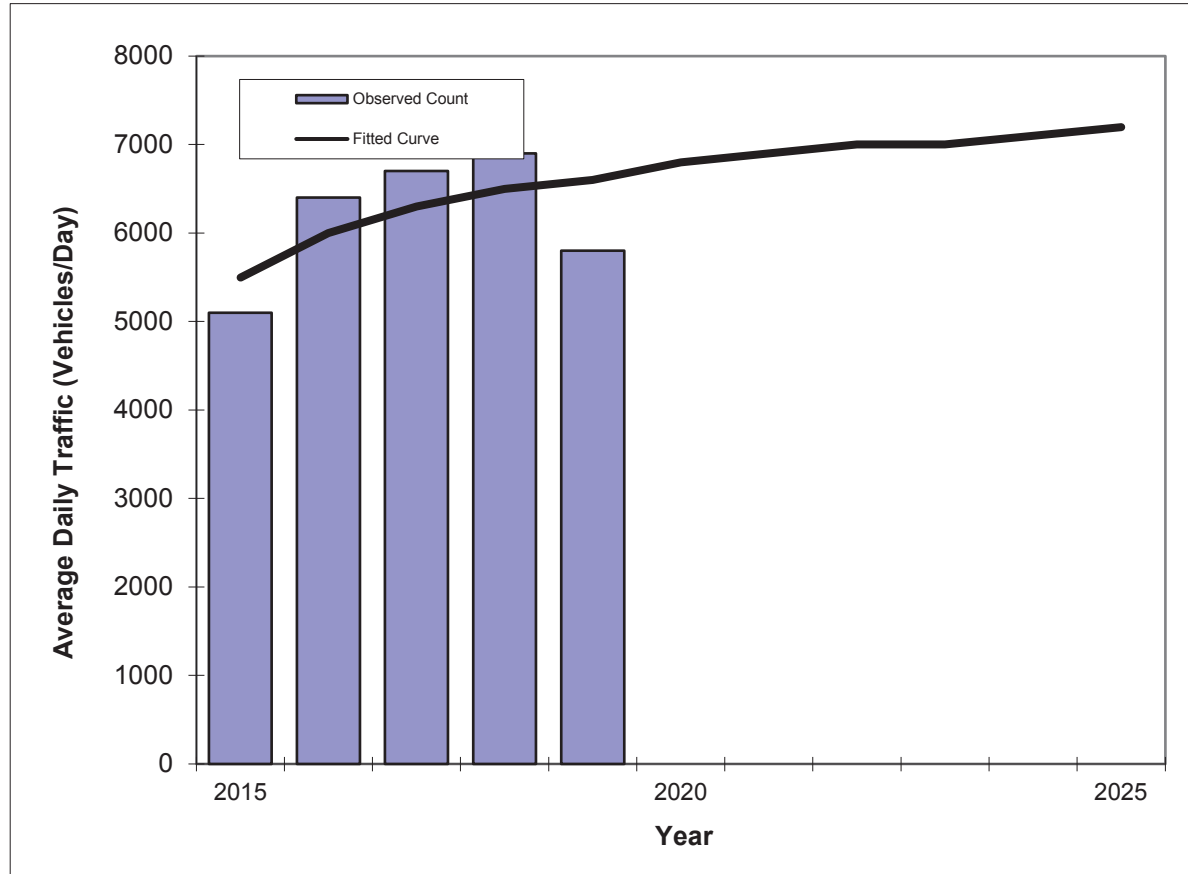
Volusia

Station #:

60

Highway:

Airport Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	5100	5500
2016	6400	6000
2017	6700	6300
2018	6900	6500
2019	5800	6600
2021 Opening Year Trend		
2021	N/A	6900
2022 Mid-Year Trend		
2022	N/A	7000
2024 Design Year Trend		
2024	N/A	7100
TRANPLAN Forecasts/Trends		

Trend R-squared: 35.5%
 Compounded Annual Historic Growth Rate: 3.28%
 Compounded Growth Rate (2019 to Design Year): 1.52%
 Printed: 9-Jun-21

Decaying Exponential Growth Option

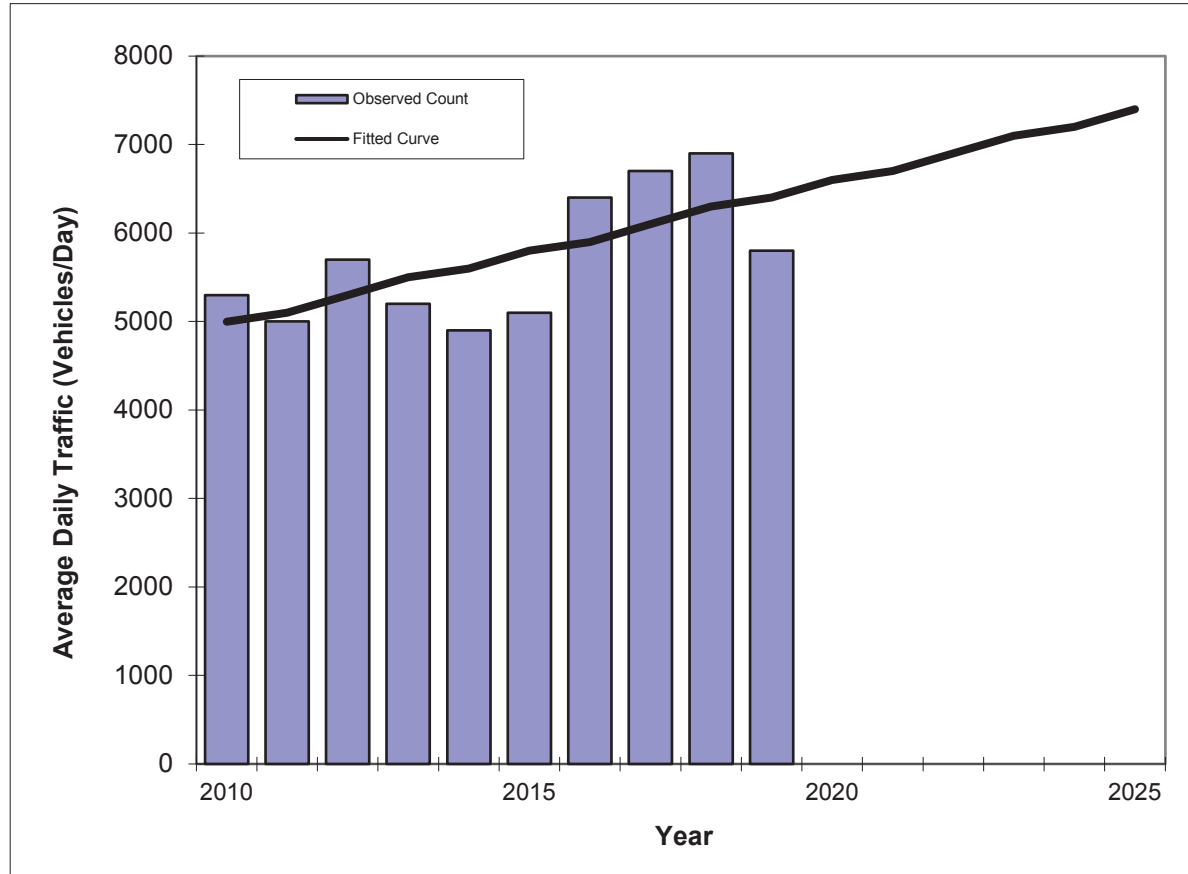
*Axle-Adjusted

TRAFFIC TRENDS

Airport Rd -- Tymber Creek Rd to Pineland Tr

County:
Station #:
Highway:

Volusia
60
Airport Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2010	5300	5000
2011	5000	5100
2012	5700	5300
2013	5200	5500
2014	4900	5600
2015	5100	5800
2016	6400	5900
2017	6700	6100
2018	6900	6300
2019	5800	6400
2021 Opening Year Trend		
2021	N/A	6700
2022 Mid-Year Trend		
2022	N/A	6900
2024 Design Year Trend		
2024	N/A	7200
TRANPLAN Forecasts/Trends		

** Annual Trend Increase: 161
Trend R-squared: 44.3%
Trend Annual Historic Growth Rate: 3.11%
Trend Growth Rate (2019 to Design Year): 2.50%
Printed: 9-Jun-21

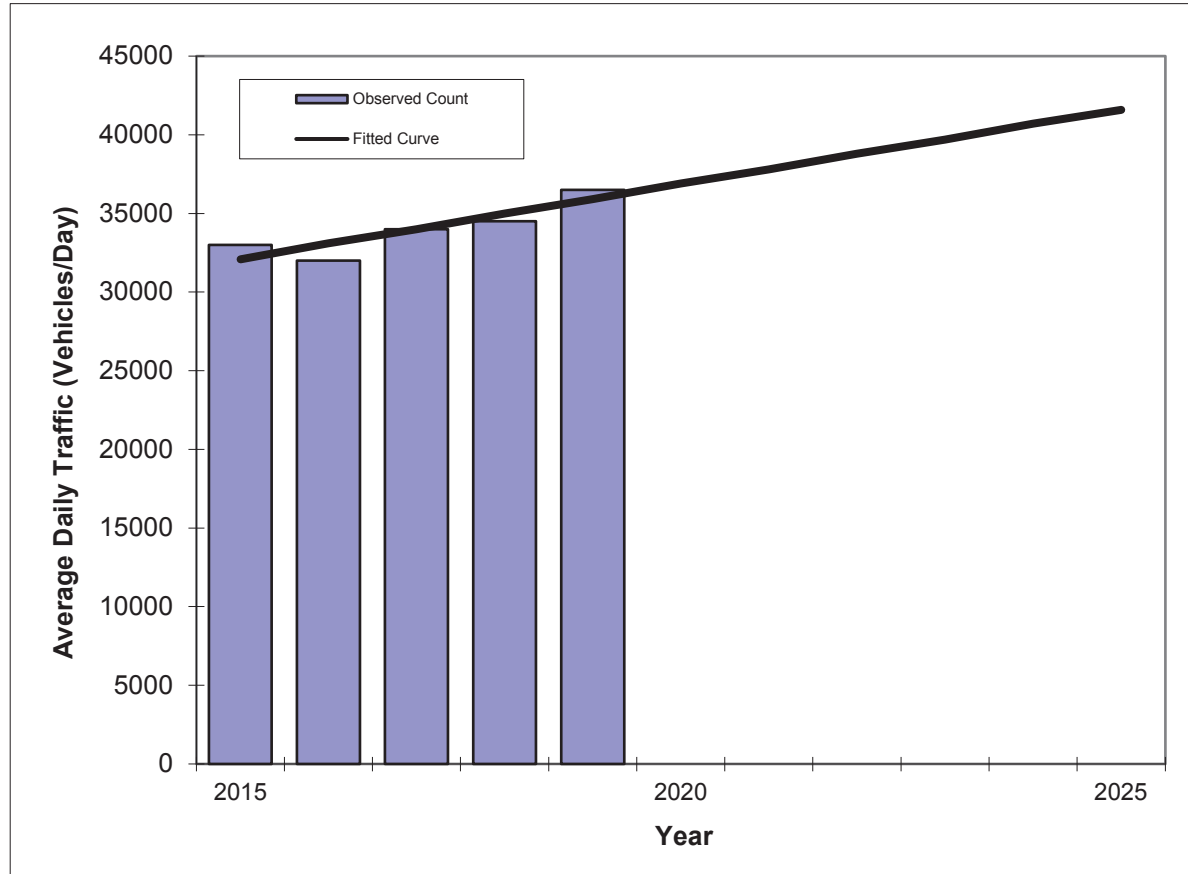
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Granada Blvd -- Clyde Morris Blvd to Nova Rd

County:	Volusia
Station #:	489
Highway:	Granada Blvd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	33000	32100
2016	32000	33100
2017	34000	34000
2018	34500	35000
2019	36500	35900
2021 Opening Year Trend		
2021	N/A	37800
2022 Mid-Year Trend		
2022	N/A	38800
2024 Design Year Trend		
2024	N/A	40700
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	950
Trend R-squared:	78.5%
Trend Annual Historic Growth Rate:	2.96%
Trend Growth Rate (2019 to Design Year):	2.67%
Printed:	9-Jun-21

Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Granada Blvd -- I-95 to Clyde Morris Blvd

County:

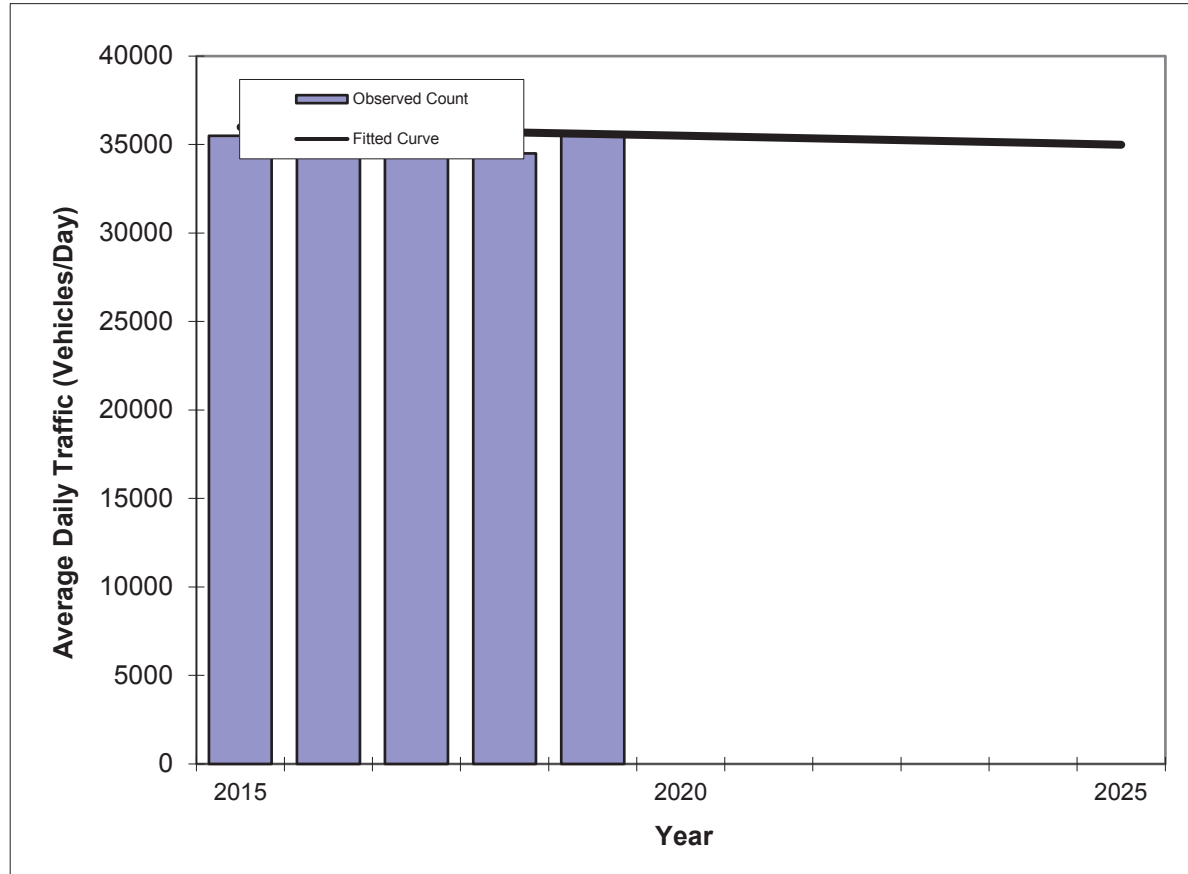
Volusia

Station #:

522

Highway:

Granada Blvd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	35500	36000
2016	35500	35900
2017	38000	35800
2018	34500	35700
2019	35500	35600
2021 Opening Year Trend		
2021	N/A	35400
2022 Mid-Year Trend		
2022	N/A	35300
2024 Design Year Trend		
2024	N/A	35100
TRANPLAN Forecasts/Trends		

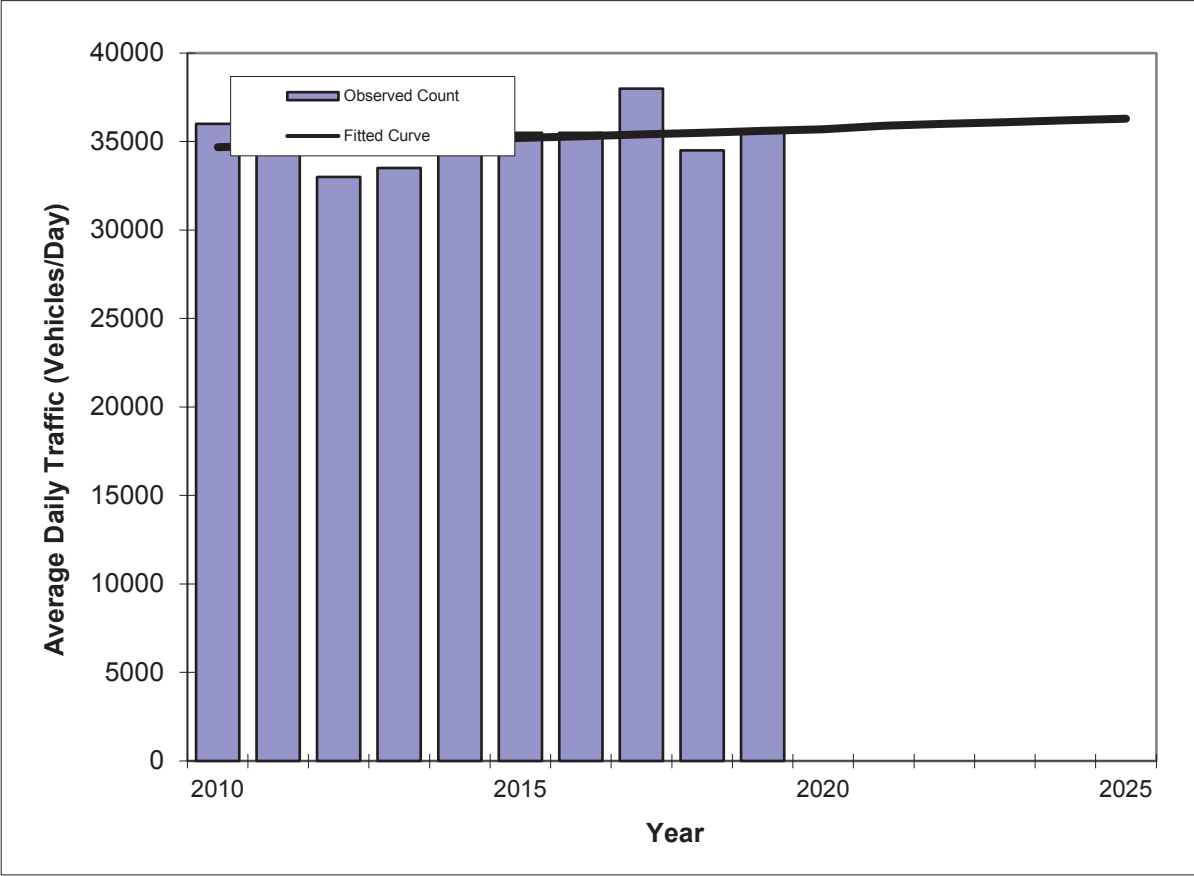
Trend R-squared: 1.6%
 Compounded Annual Historic Growth Rate: -0.28%
 Compounded Growth Rate (2019 to Design Year): -0.28%
 Printed: 9-Jun-21

Exponential Growth Option

*Axle-Adjusted

TRAFFIC TRENDS
Granada Blvd -- I-95 to Clyde Morris Blvd

County:	Volusia
Station #:	522
Highway:	Granada Blvd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2010	36000	34700
2011	36000	34800
2012	33000	34900
2013	33500	35000
2014	34500	35100
2015	35500	35200
2016	35500	35300
2017	38000	35400
2018	34500	35500
2019	35500	35600
2021 Opening Year Trend		
2021	N/A	35900
2022 Mid-Year Trend		
2022	N/A	36000
2024 Design Year Trend		
2024	N/A	36200
TRANPLAN Forecasts/Trends		

Trend R-squared:	4.9%
Compounded Annual Historic Growth Rate:	0.32%
Compounded Growth Rate (2019 to Design Year):	0.28%
Printed:	9-Jun-21
Exponential Growth Option	

*Axle-Adjusted

TRAFFIC TRENDS

Granada Blvd -- Pinto Lane to Rima Ridge Rd

County:

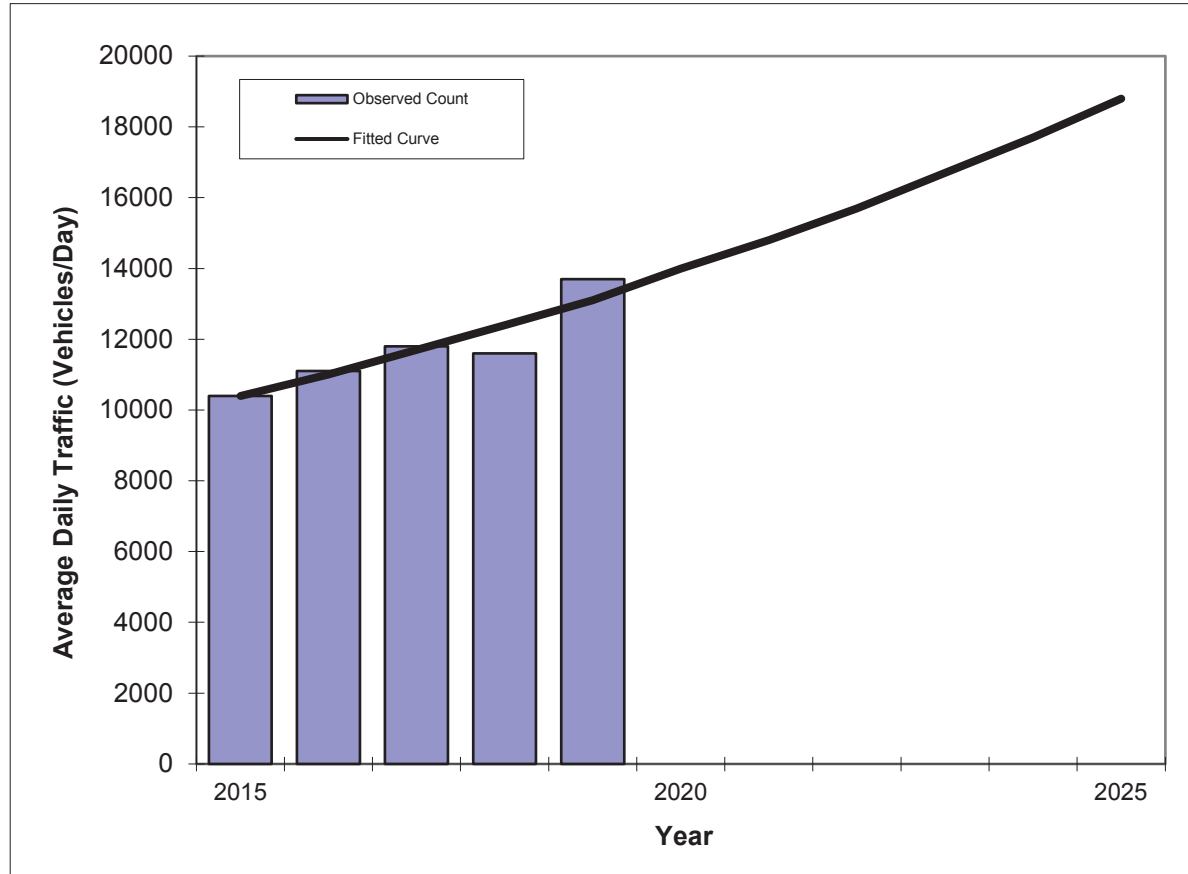
Volusia

Station #:

523

Highway:

Granada Blvd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	10400	10400
2016	11100	11000
2017	11800	11700
2018	11600	12400
2019	13700	13100
2021 Opening Year Trend		
2021	N/A	14800
2022 Mid-Year Trend		
2022	N/A	15700
2024 Design Year Trend		
2024	N/A	17700
TRANPLAN Forecasts/Trends		

Trend R-squared: 85.0%
 Compounded Annual Historic Growth Rate: 6.20%
 Compounded Growth Rate (2019 to Design Year): 6.20%
 Printed: 9-Jun-21

Exponential Growth Option

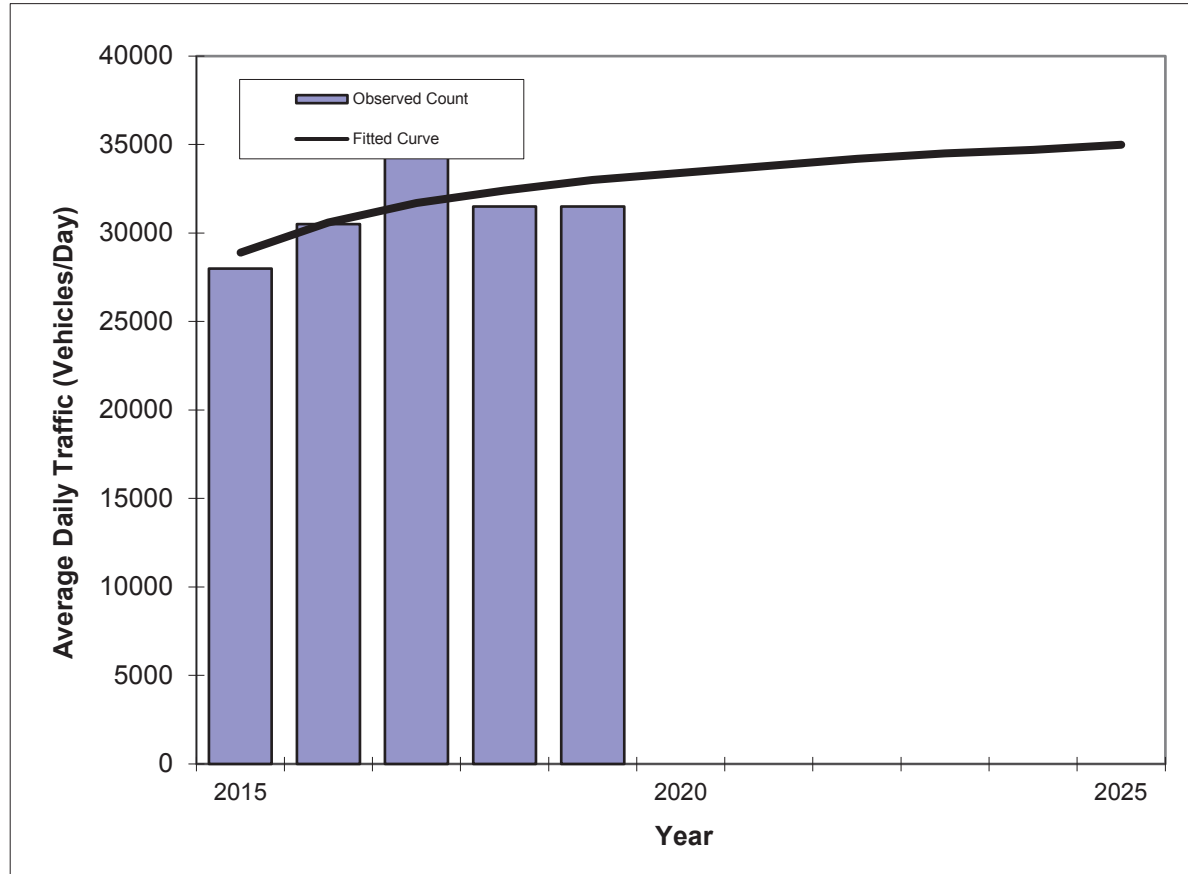
*Axle-Adjusted

TRAFFIC TRENDS

Granada Blvd -- Rima Ridge Rd to I-95

County:
Station #:
Highway:

Volusia
499
Granada Blvd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	28000	28900
2016	30500	30600
2017	35000	31700
2018	31500	32400
2019	31500	33000
2021 Opening Year Trend		
2021	N/A	33800
2022 Mid-Year Trend		
2022	N/A	34200
2024 Design Year Trend		
2024	N/A	34700
TRANPLAN Forecasts/Trends		

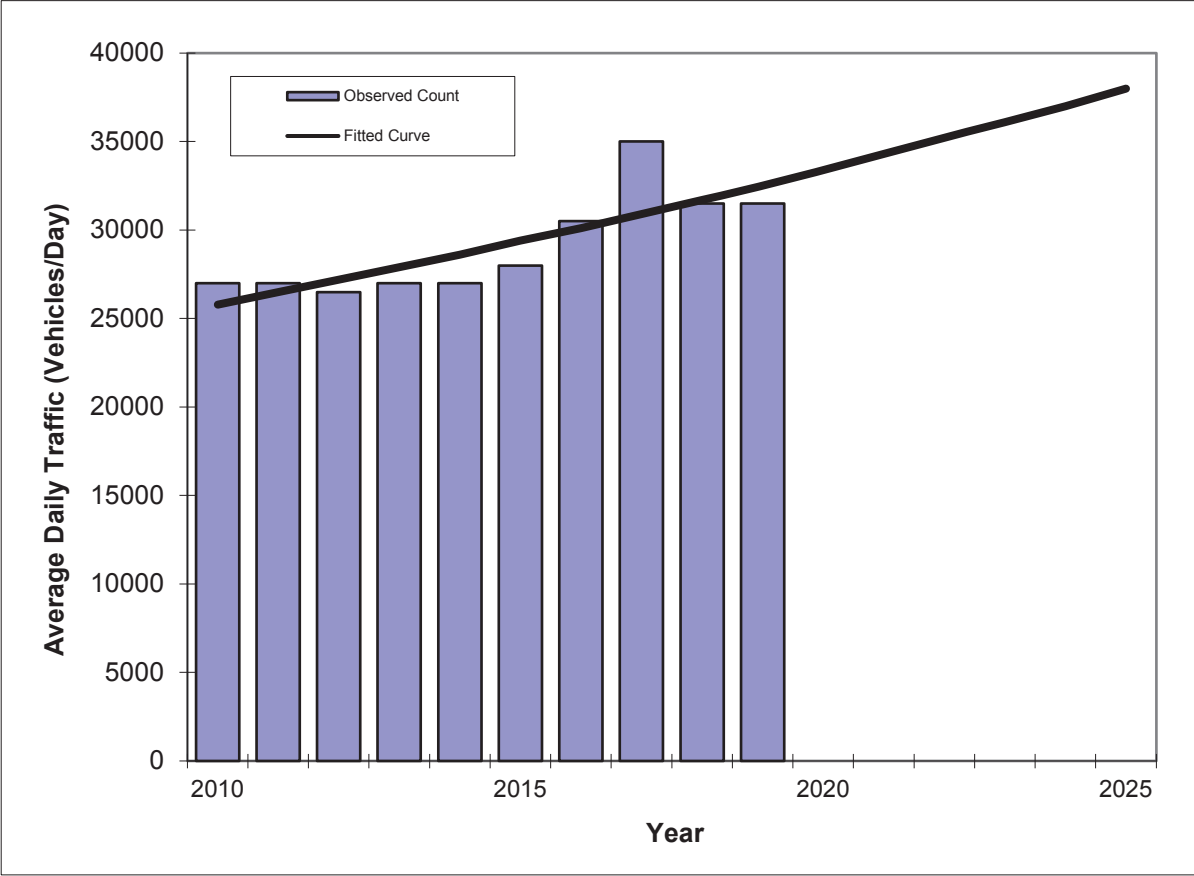
Trend R-squared: 41.3%
Compounded Annual Historic Growth Rate: 2.59%
Compounded Growth Rate (2019 to Design Year): 1.09%
Printed: 9-Jun-21

Decaying Exponential Growth Option

*Axle-Adjusted

TRAFFIC TRENDS
Granada Blvd -- Rima Ridge Rd to I-95

County:	Volusia
Station #:	499
Highway:	Granada Blvd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2010	27000	25800
2011	27000	26500
2012	26500	27200
2013	27000	27900
2014	27000	28600
2015	28000	29400
2016	30500	30100
2017	35000	30900
2018	31500	31700
2019	31500	32500
2021 Opening Year Trend		
2021	N/A	34300
2022 Mid-Year Trend		
2022	N/A	35200
2024 Design Year Trend		
2024	N/A	37000
TRANPLAN Forecasts/Trends		

Trend R-squared:	67.6%
Compounded Annual Historic Growth Rate:	2.64%
Compounded Growth Rate (2019 to Design Year):	2.63%
Printed:	9-Jun-21
Exponential Growth Option	

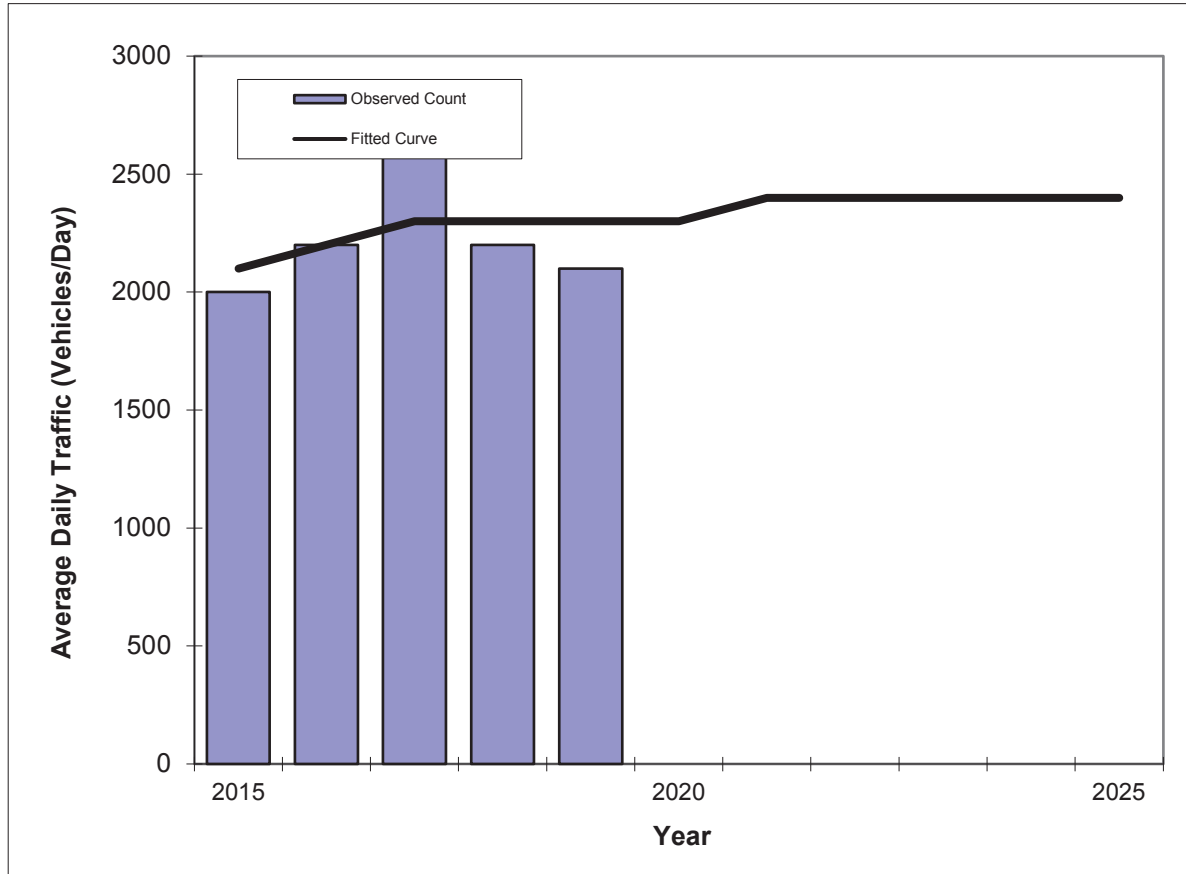
*Axle-Adjusted

TRAFFIC TRENDS

Tymber Creek Rd -- Airport Rd to Broadway Ave/US 1

County:
Station #:
Highway:

Volusia
1883
Tymber Creek Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	2000	2100
2016	2200	2200
2017	2700	2300
2018	2200	2300
2019	2100	2300
2021 Opening Year Trend		
2021	N/A	2400
2022 Mid-Year Trend		
2022	N/A	2400
2024 Design Year Trend		
2024	N/A	2400
TRANPLAN Forecasts/Trends		

Trend R-squared: 8.2%

Compounded Annual Historic Growth Rate: 1.12%

Compounded Growth Rate (2019 to Design Year): 0.87%

Printed: 9-Jun-21

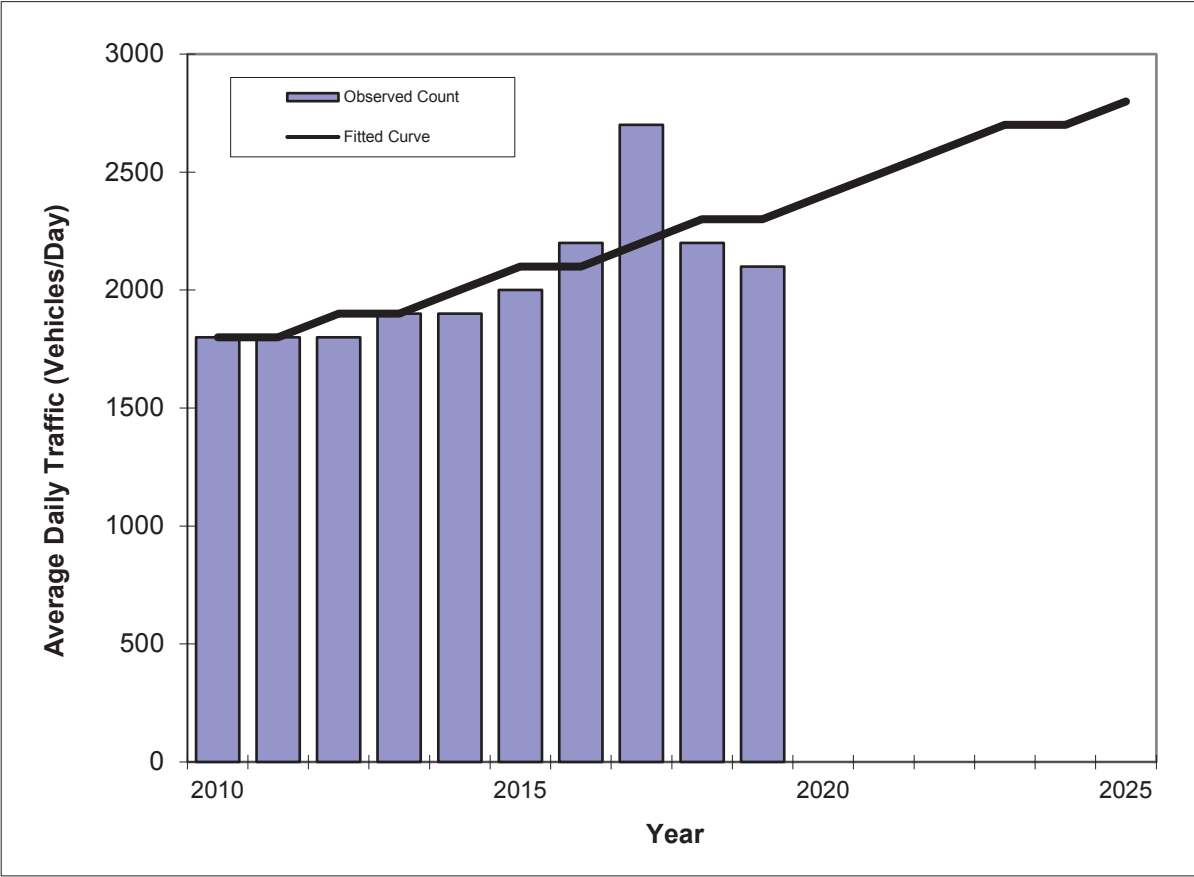
Decaying Exponential Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Tymber Creek Rd -- Airport Rd to Broadway Ave/US 1

County:	Volusia
Station #:	1883
Highway:	Tymber Creek Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2010	1800	1800
2011	1800	1800
2012	1800	1900
2013	1900	1900
2014	1900	2000
2015	2000	2100
2016	2200	2100
2017	2700	2200
2018	2200	2300
2019	2100	2300
2021 Opening Year Trend		
2021	N/A	2500
2022 Mid-Year Trend		
2022	N/A	2600
2024 Design Year Trend		
2024	N/A	2700
TRANPLAN Forecasts/Trends		

Trend R-squared:	57.9%
Compounded Annual Historic Growth Rate:	3.42%
Compounded Growth Rate (2019 to Design Year):	3.26%
Printed:	9-Jun-21
Exponential Growth Option	

*Axle-Adjusted

TRAFFIC TRENDS

Tymber Creek Rd -- Granada Blvd to Tymber Run

County:

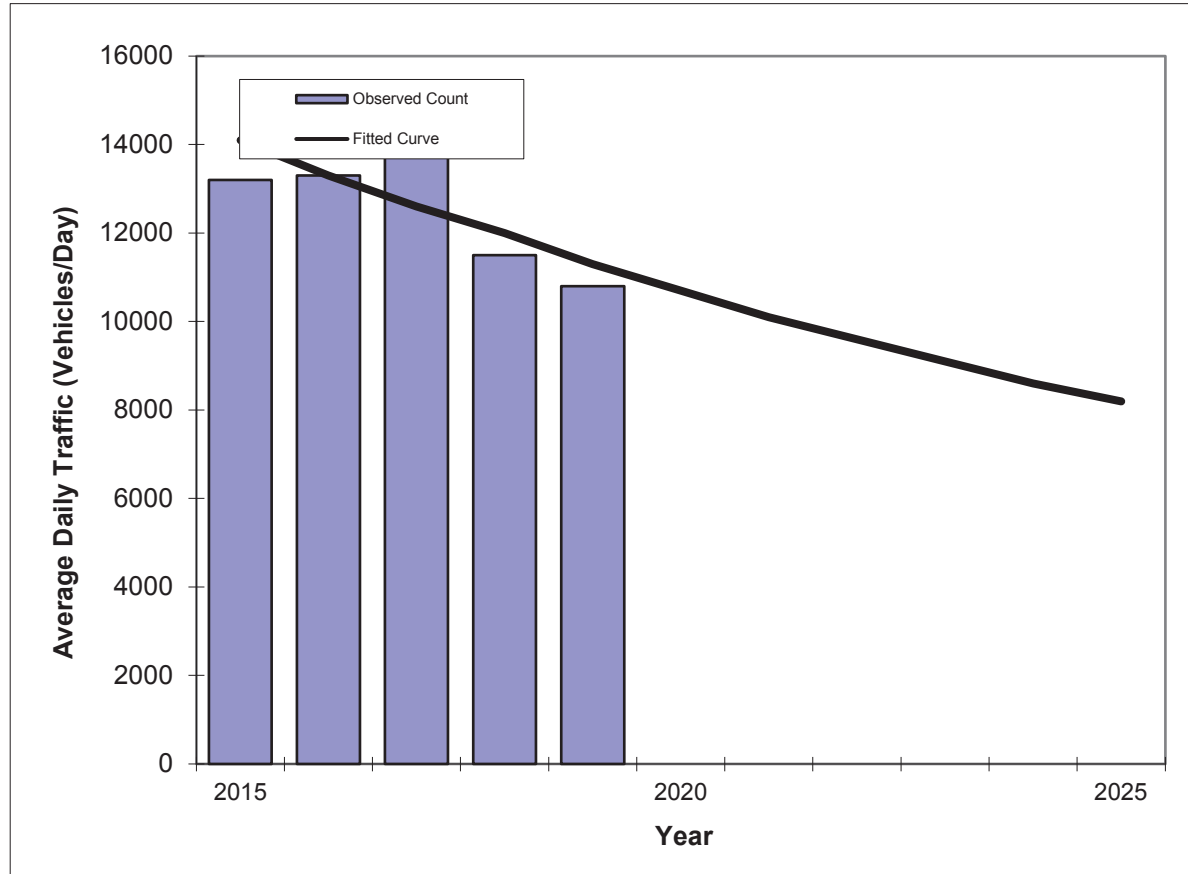
Volusia

Station #:

1881

Highway:

Tymber Creek Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	13200	14100
2016	13300	13300
2017	14700	12600
2018	11500	12000
2019	10800	11300
2021 Opening Year Trend		
2021	N/A	10100
2022 Mid-Year Trend		
2022	N/A	9600
2024 Design Year Trend		
2024	N/A	8600
TRANPLAN Forecasts/Trends		

Trend R-squared: 49.1%
 Compounded Annual Historic Growth Rate: -5.01%
 Compounded Growth Rate (2019 to Design Year): -5.48%
 Printed: 9-Jun-21

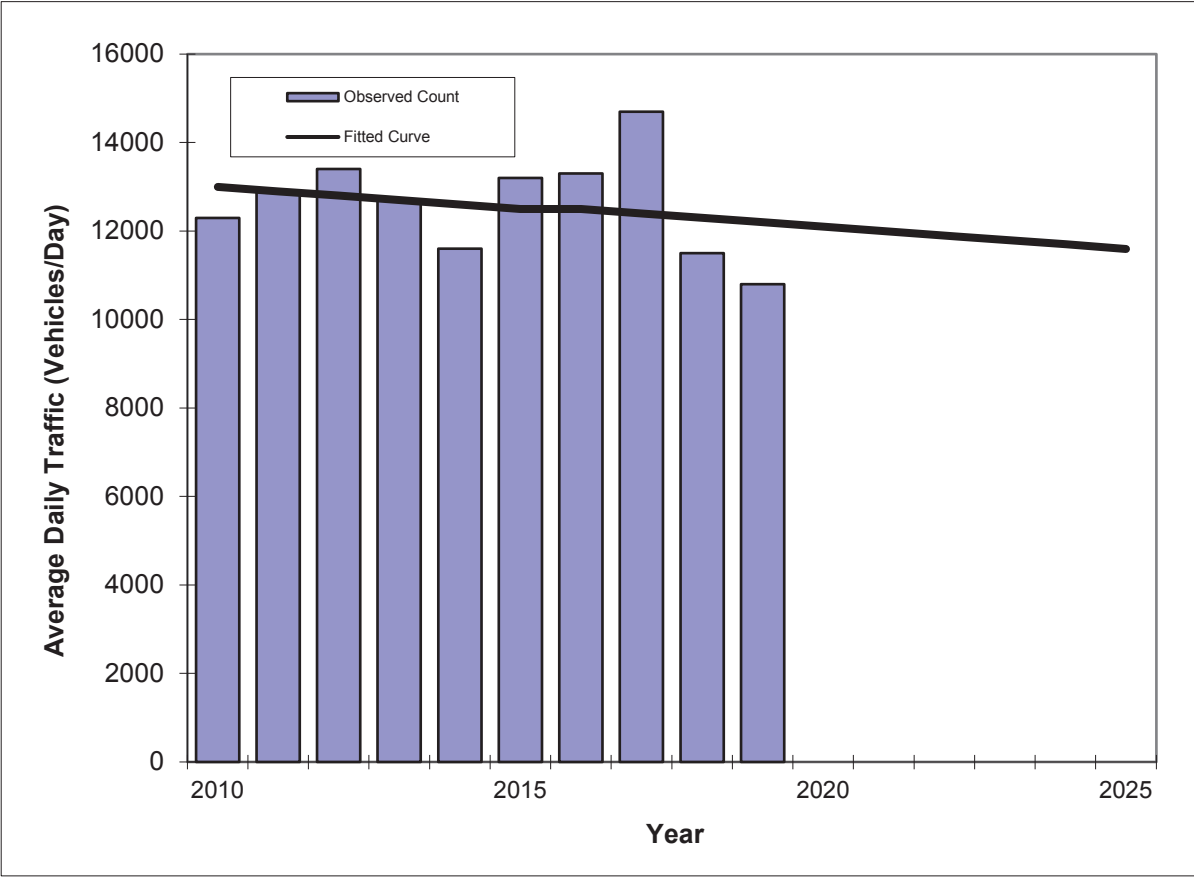
Exponential Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Tymber Creek Rd -- Granada Blvd to Tymber Run

County:	Volusia
Station #:	1881
Highway:	Tymber Creek Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2010	12300	13000
2011	12900	12900
2012	13400	12800
2013	12700	12700
2014	11600	12600
2015	13200	12500
2016	13300	12500
2017	14700	12400
2018	11500	12300
2019	10800	12200
2021 Opening Year Trend		
2021	N/A	12000
2022 Mid-Year Trend		
2022	N/A	11900
2024 Design Year Trend		
2024	N/A	11700
TRANPLAN Forecasts/Trends		

Trend R-squared:	6.4%
Compounded Annual Historic Growth Rate:	-0.61%
Compounded Growth Rate (2019 to Design Year):	-1.00%
Printed:	9-Jun-21
Exponential Growth Option	

*Axle-Adjusted

TRAFFIC TRENDS

Tymber Creek Rd -- Tymber Run to Airport Rd

County:

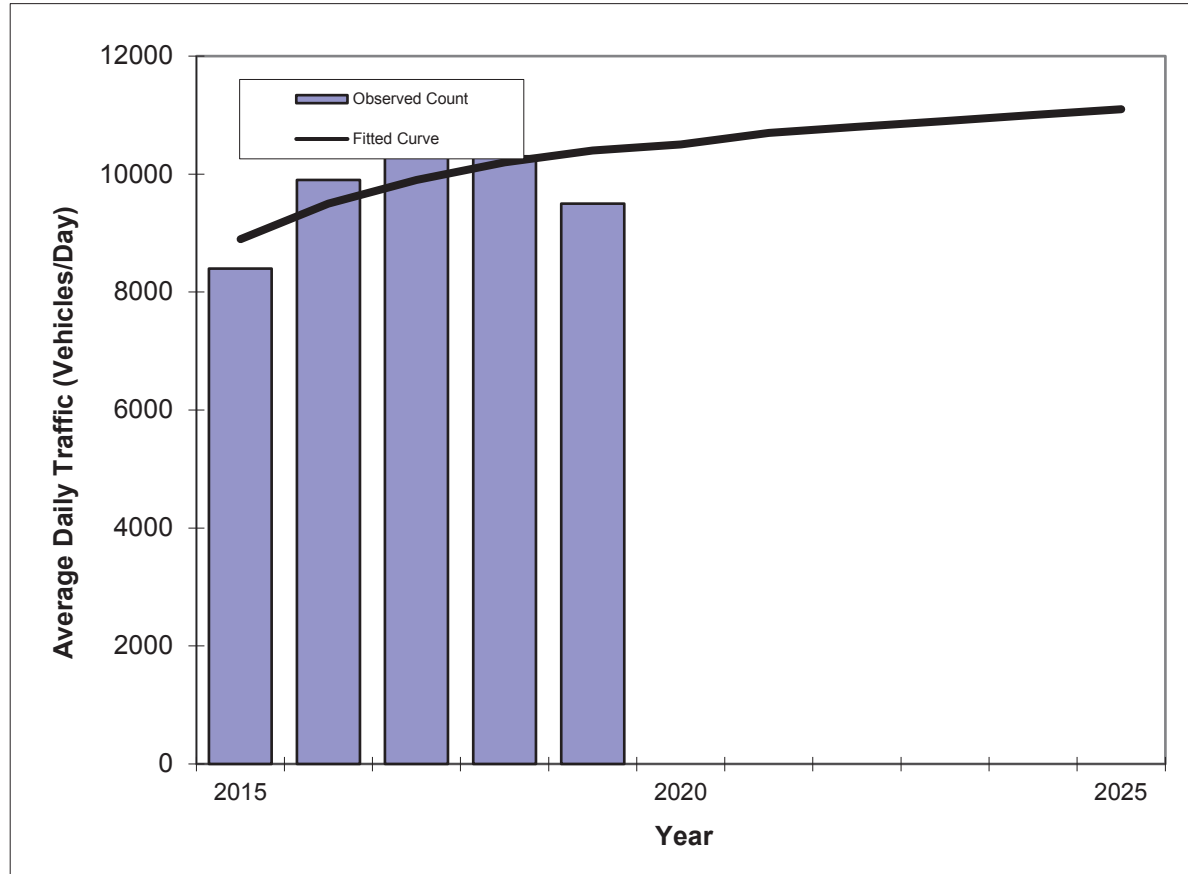
Volusia

Station #:

1882

Highway:

Tymber Creek Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	8400	8900
2016	9900	9500
2017	10800	9900
2018	10300	10200
2019	9500	10400
2021 Opening Year Trend		
2021	N/A	10700
2022 Mid-Year Trend		
2022	N/A	10800
2024 Design Year Trend		
2024	N/A	11000
TRANPLAN Forecasts/Trends		

Trend R-squared: 40.7%
 Compounded Annual Historic Growth Rate: 2.59%
 Compounded Growth Rate (2019 to Design Year): 1.36%
 Printed: 9-Jun-21

Decaying Exponential Growth Option

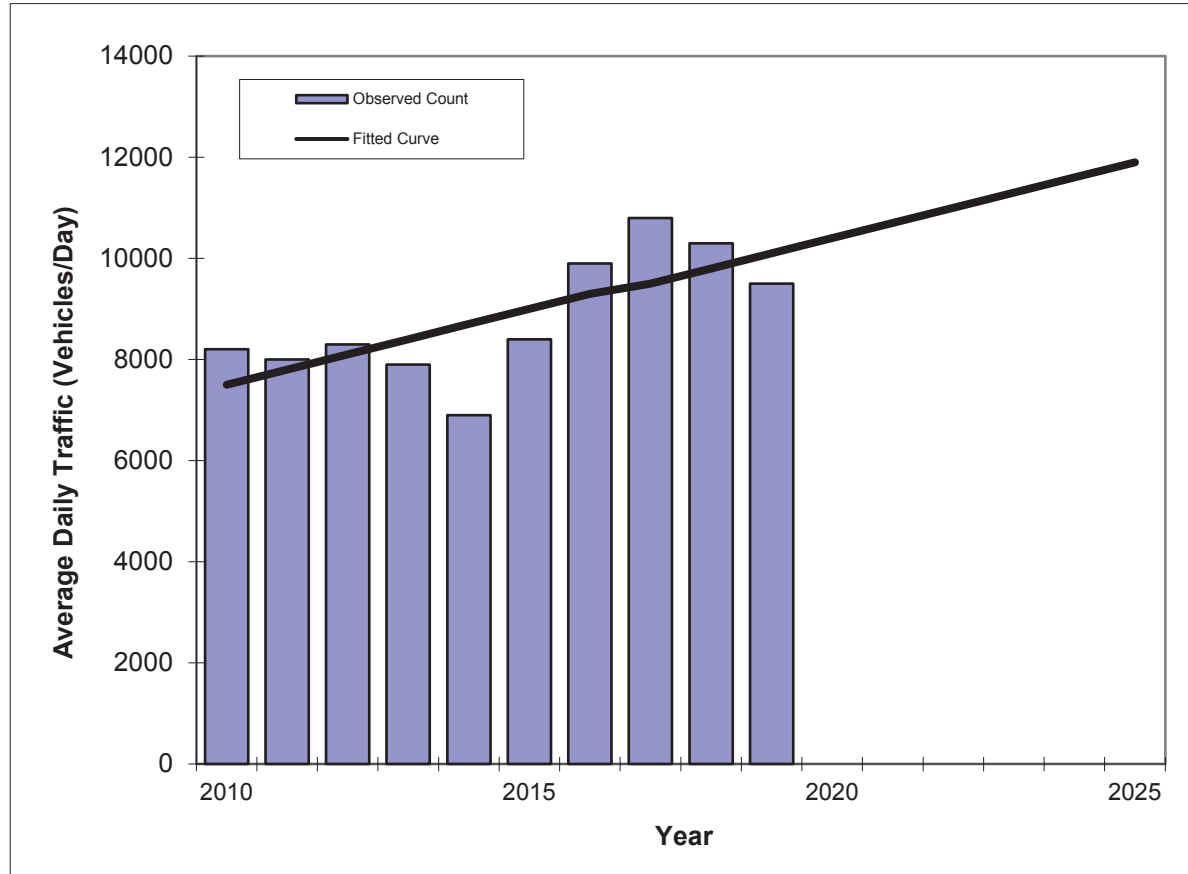
*Axle-Adjusted

TRAFFIC TRENDS

Tymber Creek Rd -- Tymber Run to Airport Rd

County:
Station #:
Highway:

Volusia
1882
Tymber Creek Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2010	8200	7500
2011	8000	7800
2012	8300	8100
2013	7900	8400
2014	6900	8700
2015	8400	9000
2016	9900	9300
2017	10800	9500
2018	10300	9800
2019	9500	10100
2021 Opening Year Trend		
2021	N/A	10700
2022 Mid-Year Trend		
2022	N/A	11000
2024 Design Year Trend		
2024	N/A	11600
TRANPLAN Forecasts/Trends		

** Annual Trend Increase: 290
 Trend R-squared: 50.3%
 Trend Annual Historic Growth Rate: 3.85%
 Trend Growth Rate (2019 to Design Year): 2.97%
 Printed: 9-Jun-21

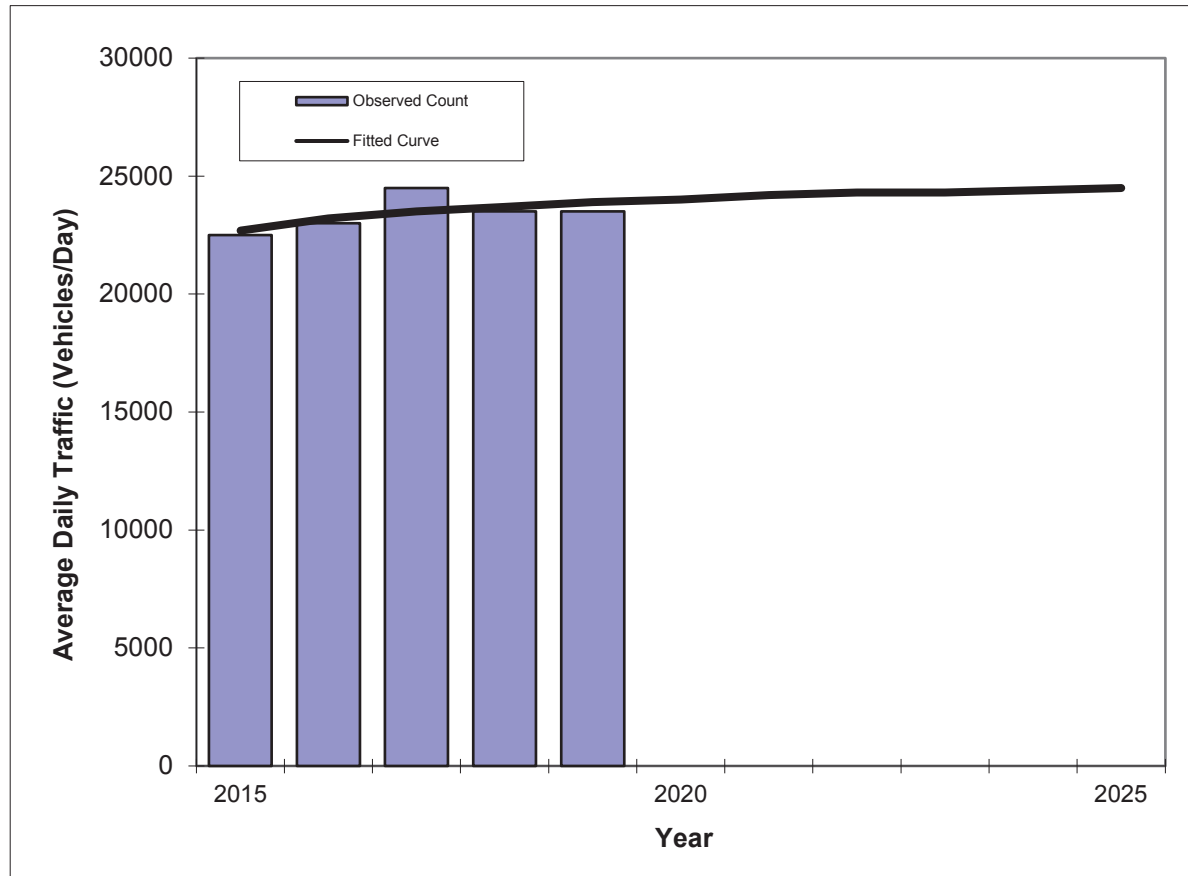
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

US 1 -- Airport Rd to I-95

County:	Volusia
Station #:	351
Highway:	US 1



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	22500	22700
2016	23000	23200
2017	24500	23500
2018	23500	23700
2019	23500	23900
2021 Opening Year Trend		
2021	N/A	24200
2022 Mid-Year Trend		
2022	N/A	24300
2024 Design Year Trend		
2024	N/A	24400
TRANPLAN Forecasts/Trends		

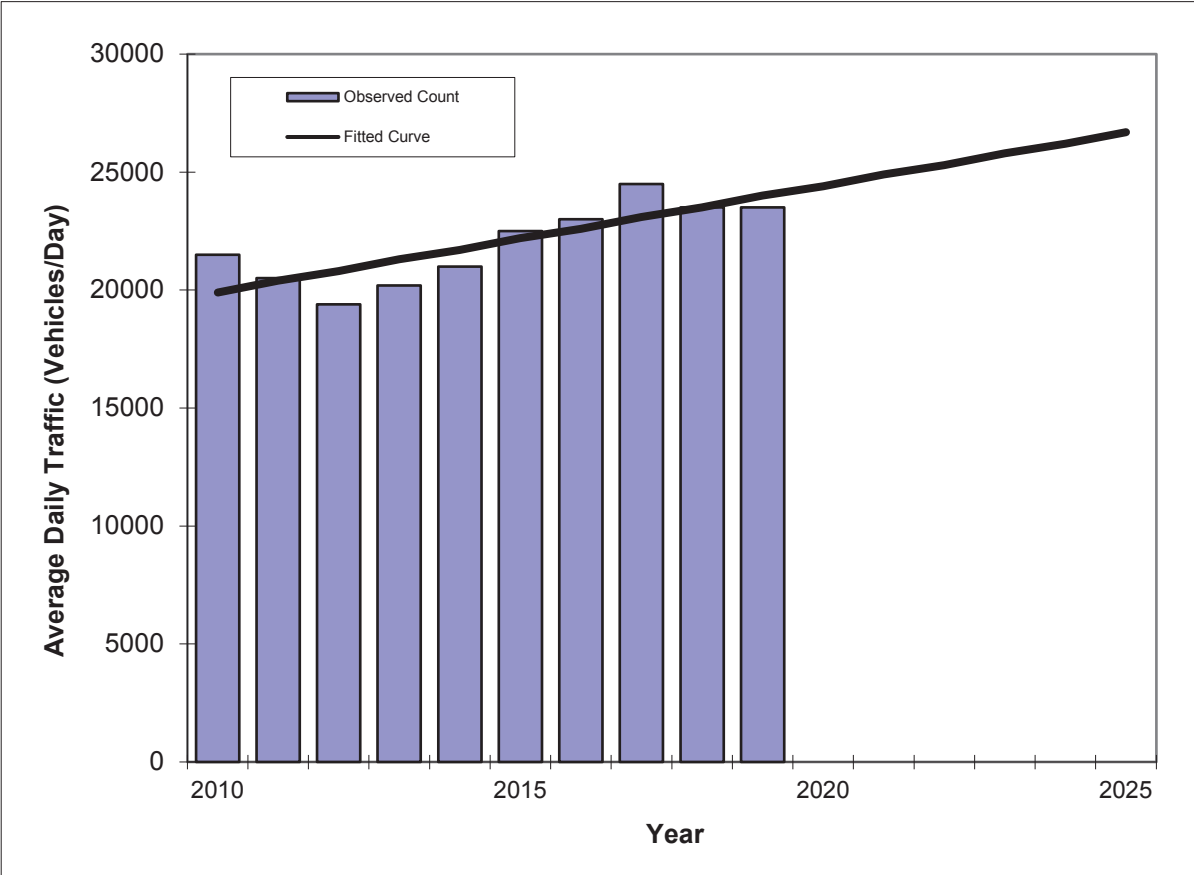
Trend R-squared:	42.6%
Compounded Annual Historic Growth Rate:	1.07%
Compounded Growth Rate (2019 to Design Year):	0.42%
Printed:	9-Jun-21

Decaying Exponential Growth Option

*Axle-Adjusted

TRAFFIC TRENDS
US 1 -- Airport Rd to I-95

County:	Volusia
Station #:	351
Highway:	US 1



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2010	21500	19900
2011	20500	20400
2012	19400	20800
2013	20200	21300
2014	21000	21700
2015	22500	22200
2016	23000	22600
2017	24500	23100
2018	23500	23500
2019	23500	24000
2021 Opening Year Trend		
2021	N/A	24900
2022 Mid-Year Trend		
2022	N/A	25300
2024 Design Year Trend		
2024	N/A	26200
TRANPLAN Forecasts/Trends		

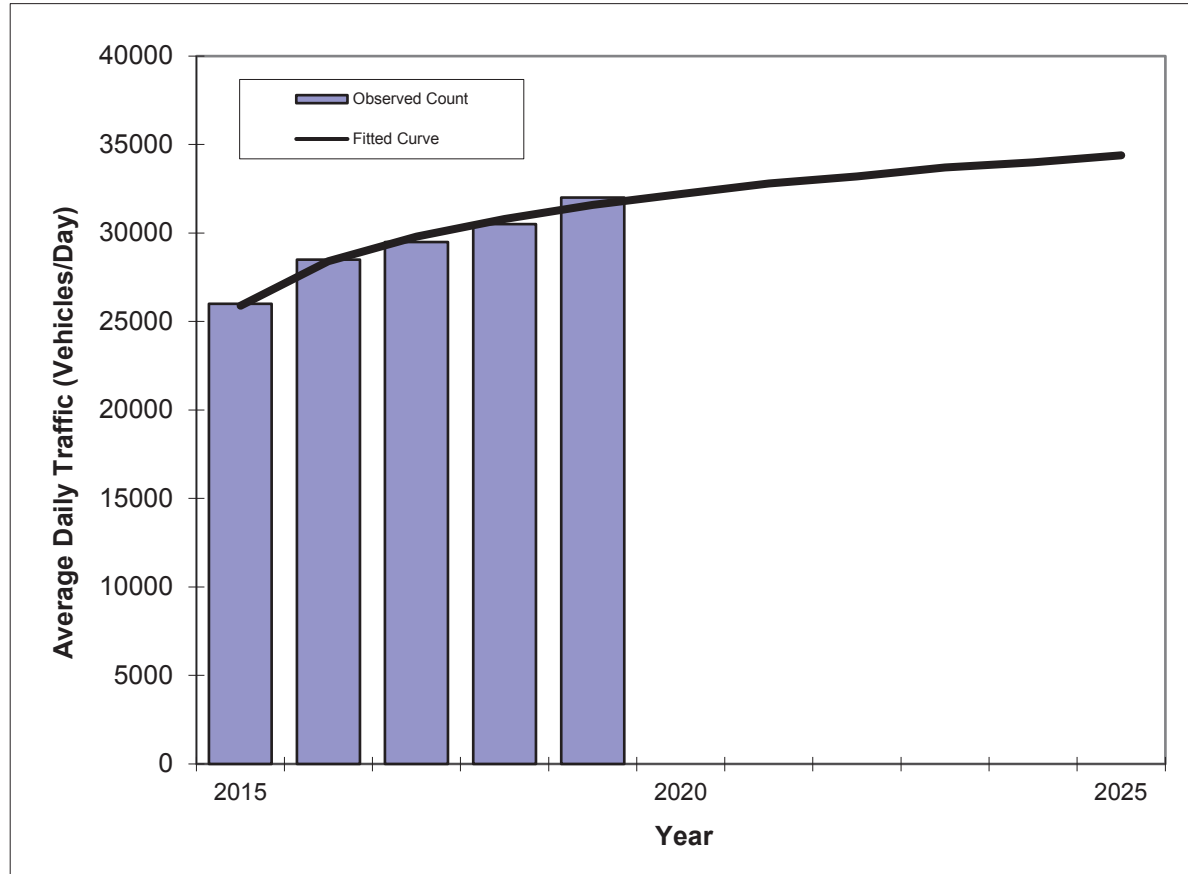
** Annual Trend Increase:	451
Trend R-squared:	65.8%
Trend Annual Historic Growth Rate:	2.29%
Trend Growth Rate (2019 to Design Year):	1.83%
Printed:	9-Jun-21
Straight Line Growth Option	

*Axle-Adjusted

TRAFFIC TRENDS

US 1 -- Nova Rd to Airport Rd

County:	Volusia
Station #:	100
Highway:	US 1



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	26000	25900
2016	28500	28400
2017	29500	29800
2018	30500	30800
2019	32000	31600
2021 Opening Year Trend		
2021	N/A	32800
2022 Mid-Year Trend		
2022	N/A	33200
2024 Design Year Trend		
2024	N/A	34000
TRANPLAN Forecasts/Trends		

Trend R-squared:	98.2%
Compounded Annual Historic Growth Rate:	4.91%
Compounded Growth Rate (2019 to Design Year):	1.18%
Printed:	9-Jun-21

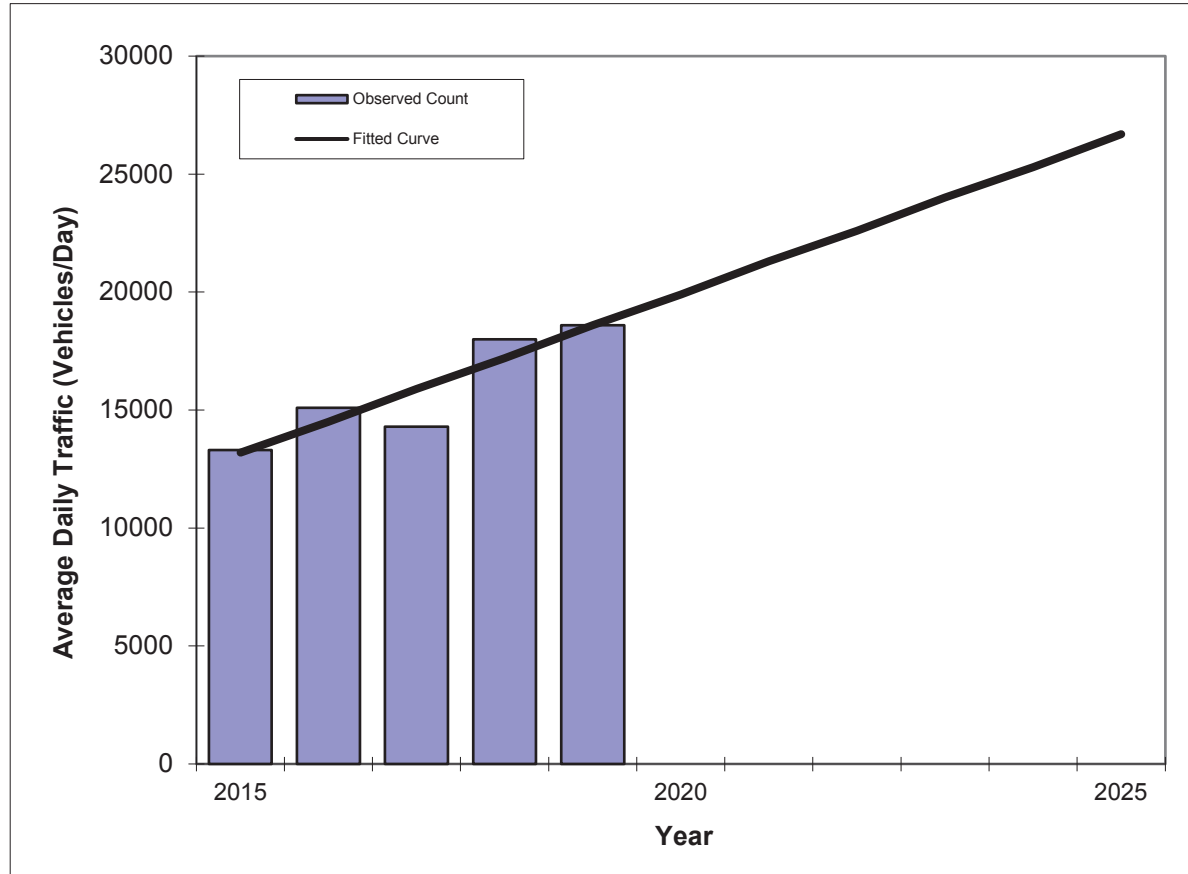
Decaying Exponential Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Williamson Blvd -- LPGA Blvd to Hand Ave

County:	Volusia
Station #:	2001
Highway:	Williamson Blvd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	13300	13200
2016	15100	14500
2017	14300	15900
2018	18000	17200
2019	18600	18600
2021 Opening Year Trend		
2021	N/A	21300
2022 Mid-Year Trend		
2022	N/A	22600
2024 Design Year Trend		
2024	N/A	25300
TRANPLAN Forecasts/Trends		

** Annual Trend Increase: 1,350
 Trend R-squared: 84.2%
 Trend Annual Historic Growth Rate: 10.23%
 Trend Growth Rate (2019 to Design Year): 7.20%
 Printed: 9-Jun-21

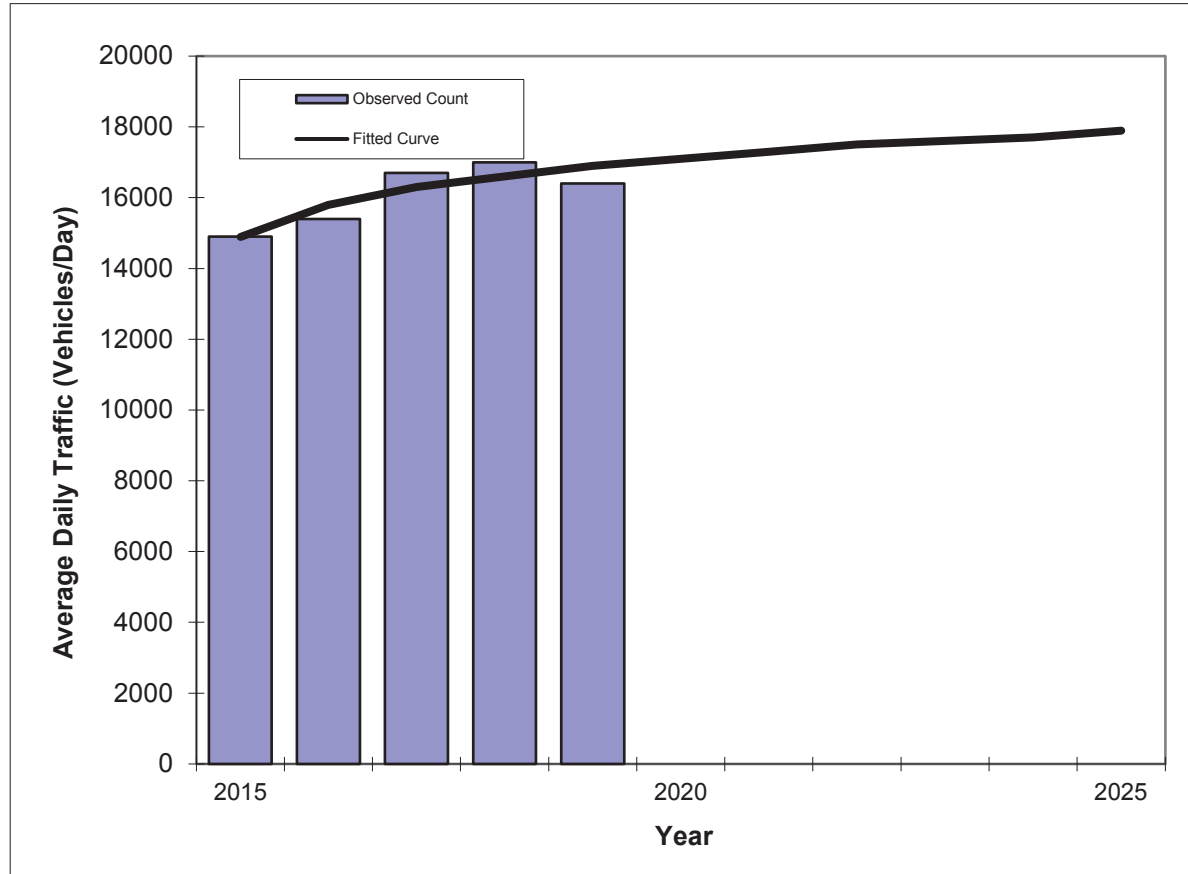
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Hand Ave -- Clyde Morris Blvd to Shangri La Dr

County:	Volusia
Station #:	832
Highway:	Hand Ave



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	14900	14900
2016	15400	15800
2017	16700	16300
2018	17000	16600
2019	16400	16900
2021 Opening Year Trend		
2021	N/A	17300
2022 Mid-Year Trend		
2022	N/A	17500
2024 Design Year Trend		
2024	N/A	17700
TRANPLAN Forecasts/Trends		

Trend R-squared:	77.7%
Compounded Annual Historic Growth Rate:	2.84%
Compounded Growth Rate (2019 to Design Year):	0.82%
Printed:	6-Jul-21

Decaying Exponential Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Hand Ave -- Shangri La Dr to Nova Rd

County:

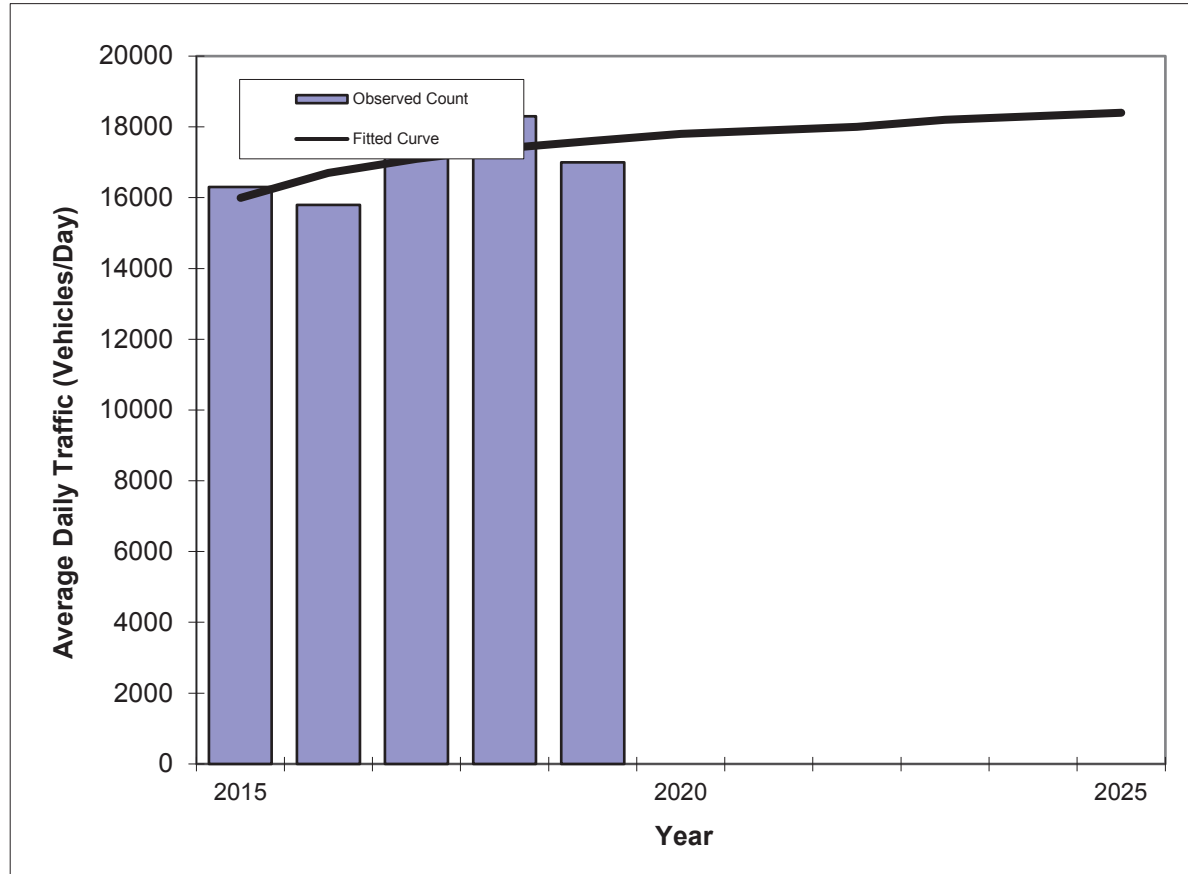
Volusia

Station #:

833

Highway:

Hand Ave



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	16300	16000
2016	15800	16700
2017	17300	17100
2018	18300	17400
2019	17000	17600
2021 Opening Year Trend		
2021	N/A	17900
2022 Mid-Year Trend		
2022	N/A	18000
2024 Design Year Trend		
2024	N/A	18300
TRANPLAN Forecasts/Trends		

Trend R-squared: 42.2%
 Compounded Annual Historic Growth Rate: 2.24%
 Compounded Growth Rate (2019 to Design Year): 0.68%
 Printed: 6-Jul-21

Decaying Exponential Growth Option

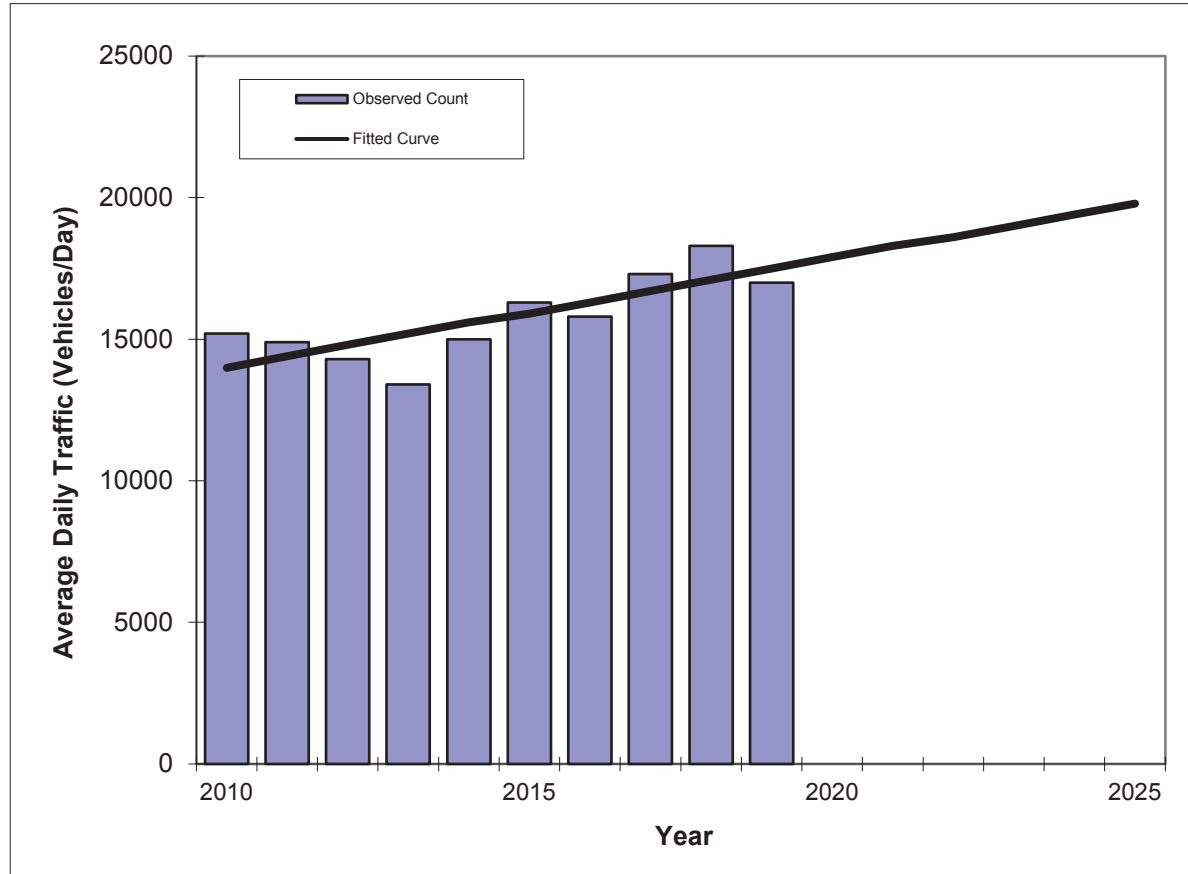
*Axle-Adjusted

TRAFFIC TRENDS

Hand Ave -- Shangri La Dr to Nova Rd

County:
Station #:
Highway:

Volusia
833
Hand Ave



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2010	15200	14000
2011	14900	14400
2012	14300	14800
2013	13400	15200
2014	15000	15600
2015	16300	15900
2016	15800	16300
2017	17300	16700
2018	18300	17100
2019	17000	17500
2021 Opening Year Trend		
2021	N/A	18300
2022 Mid-Year Trend		
2022	N/A	18600
2024 Design Year Trend		
2024	N/A	19400
TRANPLAN Forecasts/Trends		

** Annual Trend Increase: 385
Trend R-squared: 61.1%
Trend Annual Historic Growth Rate: 2.78%
Trend Growth Rate (2019 to Design Year): 2.17%
Printed: 6-Jul-21

Straight Line Growth Option

*Axle-Adjusted

APPENDIX C

Turning Movement Count Data, FDOT's Seasonal Factor, Trip Assignment Spreadsheets

DE TRAFFIC

detraffic.com

386-341-4186

Tymber Creek Rd at SR 40

Volusia County, FL

File Name : 04 Tymber at SR 40

Site Code : 00000004

Start Date : 9/9/2021

Page No : 1

Groups Printed- Automobiles - Commercial

	Tymber Creek Rd Southbound				SR 40 Westbound				Tymber Creek Rd Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Factor	1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		
07:00 AM	96	15	18	129	21	70	83	174	11	16	18	45	13	121	9	143	491
07:15 AM	107	14	16	137	18	67	95	180	12	13	16	41	11	143	9	163	521
07:30 AM	144	11	12	167	18	81	110	209	8	11	14	33	10	158	6	174	583
07:45 AM	138	11	18	167	20	78	106	204	9	10	13	32	10	122	6	138	541
Total	485	51	64	600	77	296	394	767	40	50	61	151	44	544	30	618	2136
08:00 AM	129	14	19	162	17	87	100	204	6	11	12	29	9	137	6	152	547
08:15 AM	125	12	16	153	14	99	84	197	4	9	14	27	8	128	7	143	520
08:30 AM	109	9	13	131	18	87	78	183	5	8	18	31	7	114	4	125	470
08:45 AM	109	9	13	131	15	75	66	156	6	6	14	26	8	101	3	112	425
Total	472	44	61	577	64	348	328	740	21	34	58	113	32	480	20	532	1962
04:00 PM	65	15	16	96	23	153	83	259	13	11	23	47	19	165	10	194	596
04:15 PM	64	15	14	93	22	163	70	255	12	9	22	43	17	176	9	202	593
04:30 PM	84	10	14	108	19	135	58	212	10	9	20	39	16	189	8	213	572
04:45 PM	83	13	10	106	19	155	56	230	10	8	19	37	13	196	8	217	590
Total	296	53	54	403	83	606	267	956	45	37	84	166	65	726	35	826	2351
05:00 PM	83	22	9	114	14	167	49	230	10	8	19	37	12	203	6	221	602
05:15 PM	77	21	9	107	17	161	86	264	7	8	17	32	11	185	7	203	606
05:30 PM	67	18	14	99	19	153	81	253	9	4	19	32	9	176	5	190	574
05:45 PM	58	9	9	76	18	143	81	242	11	3	14	28	7	141	4	152	498
Total	285	70	41	396	68	624	297	989	37	23	69	129	39	705	22	766	2280
Grand Total	1538	218	220	1976	292	1874	1286	3452	143	144	272	559	180	2455	107	2742	8729
Apprch %	77.8	11	11.1		8.5	54.3	37.3		25.6	25.8	48.7		6.6	89.5	3.9		
Total %	17.6	2.5	2.5	22.6	3.3	21.5	14.7	39.5	1.6	1.6	3.1	6.4	2.1	28.1	1.2	31.4	
Automobiles	1508	204	202	1914	280	1813	1263	3356	121	129	253	503	163	2392	94	2649	8422
% Automobiles	98	93.6	91.8	96.9	95.9	96.7	98.2	97.2	84.6	89.6	93	90	90.6	97.4	87.9	96.6	96.5
Commercial	30	14	18	62	12	61	23	96	22	15	19	56	17	63	13	93	307
% Commercial	2	6.4	8.2	3.1	4.1	3.3	1.8	2.8	15.4	10.4	7	10	9.4	2.6	12.1	3.4	3.5

DE TRAFFIC

detraffic.com

386-341-4186

Tymber Creek Rd at SR 40

Volusia County, FL

File Name : 04 Tymber at SR 40

Site Code : 00000004

Start Date : 9/9/2021

Page No : 2

	Tymber Creek Rd Southbound				SR 40 Westbound				Tymber Creek Rd Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	107	14	16	137	18	67	95	180	12	13	16	41	11	143	9	163	521
07:30 AM	144	11	12	167	18	81	110	209	8	11	14	33	10	158	6	174	583
07:45 AM	138	11	18	167	20	78	106	204	9	10	13	32	10	122	6	138	541
08:00 AM	129	14	19	162	17	87	100	204	6	11	12	29	9	137	6	152	547
Total Volume	518	50	65	633	73	313	411	797	35	45	55	135	40	560	27	627	2192
% App. Total	81.8	7.9	10.3		9.2	39.3	51.6		25.9	33.3	40.7		6.4	89.3	4.3		
PHF	.899	.893	.855	.948	.913	.899	.934	.953	.729	.865	.859	.823	.909	.886	.750	.901	.940
Automobiles	510	43	59	612	68	301	406	775	28	40	51	119	37	543	23	603	2109
% Automobiles	98.5	86.0	90.8	96.7	93.2	96.2	98.8	97.2	80.0	88.9	92.7	88.1	92.5	97.0	85.2	96.2	96.2
Commercial	8	7	6	21	5	12	5	22	7	5	4	16	3	17	4	24	83
% Commercial	1.5	14.0	9.2	3.3	6.8	3.8	1.2	2.8	20.0	11.1	7.3	11.9	7.5	3.0	14.8	3.8	3.8

DE TRAFFIC

detraffic.com

386-341-4186

Tymber Creek Rd at SR 40

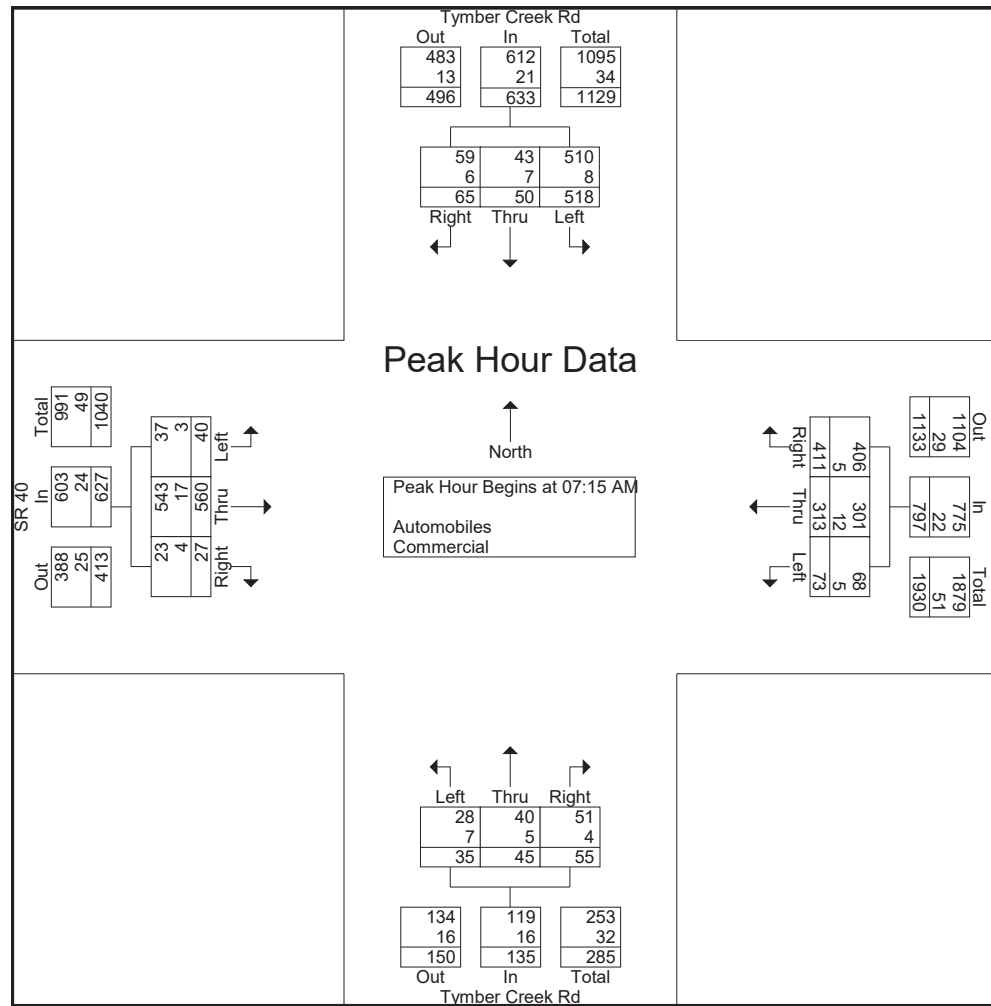
Volusia County, FL

File Name : 04 Tymber at SR 40

Site Code : 00000004

Start Date : 9/9/2021

Page No : 3



DE TRAFFIC

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386-341-4186

Tymber Creek Rd at SR 40

Volusia County, FL

File Name : 04 Tymber at SR 40

Site Code : 00000004

Start Date : 9/9/2021

Page No : 4

	Tymber Creek Rd Southbound				SR 40 Westbound				Tymber Creek Rd Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	83	13	10	106	19	155	56	230	10	8	19	37	13	196	8	217	590
05:00 PM	83	22	9	114	14	167	49	230	10	8	19	37	12	203	6	221	602
05:15 PM	77	21	9	107	17	161	86	264	7	8	17	32	11	185	7	203	606
05:30 PM	67	18	14	99	19	153	81	253	9	4	19	32	9	176	5	190	574
Total Volume	310	74	42	426	69	636	272	977	36	28	74	138	45	760	26	831	2372
% App. Total	72.8	17.4	9.9		7.1	65.1	27.8		26.1	20.3	53.6		5.4	91.5	3.1		
PHF	.934	.841	.750	.934	.908	.952	.791	.925	.900	.875	.974	.932	.865	.936	.813	.940	.979
Automobiles	300	72	37	409	67	618	265	950	31	25	69	125	39	745	22	806	2290
% Automobiles	96.8	97.3	88.1	96.0	97.1	97.2	97.4	97.2	86.1	89.3	93.2	90.6	86.7	98.0	84.6	97.0	96.5
Commercial	10	2	5	17	2	18	7	27	5	3	5	13	6	15	4	25	82
% Commercial	3.2	2.7	11.9	4.0	2.9	2.8	2.6	2.8	13.9	10.7	6.8	9.4	13.3	2.0	15.4	3.0	3.5

DE TRAFFIC

detraffic.com

386-341-4186

Tymber Creek Rd at SR 40

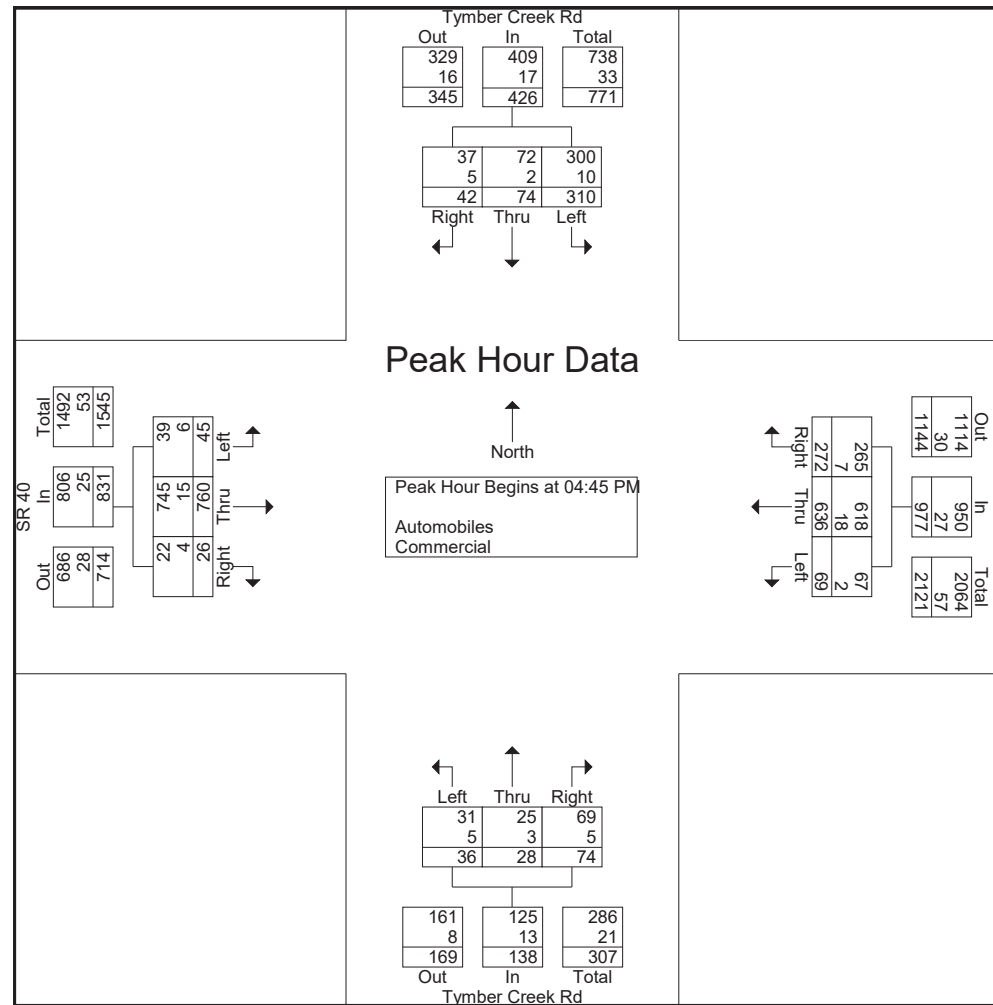
Volusia County, FL

File Name : 04 Tymber at SR 40

Site Code : 00000004

Start Date : 9/9/2021

Page No : 5



DE TRAFFIC

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 386-341-4186
 Tymber Creek Rd at SR 40
 Volusia County, FL

File Name : 04 Tymber at SR 40
 Site Code : 00000004
 Start Date : 9/9/2021
 Page No : 6

Groups Printed- Peds

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
07:30 AM	0	0	0	0	0	0	0	0	1	1	0	0	0	1	1	0	0	0	1	1	3
Total	0	0	0	0	0	0	0	0	1	1	0	0	0	1	1	0	0	0	1	1	3
08:15 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
04:45 PM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1
05:00 PM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1
05:15 PM	0	0	0	1	1	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	3
05:30 PM	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1	3
05:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
Total	0	0	0	2	2	0	0	0	4	4	0	0	0	0	0	0	0	0	2	2	8
Grand Total	0	0	0	3	3	0	0	0	6	6	0	0	0	1	1	0	0	0	3	3	13
Apprch %	0	0	0	100		0	0	0	100		0	0	0	100		0	0	0	100		
Total %	0	0	0	23.1	23.1	0	0	0	46.2	46.2	0	0	0	7.7	7.7	0	0	0	23.1	23.1	

DE TRAFFIC

detraffic.com

386-341-4186

Tymber Creek Rd at Tymber Run

Volusia County, FL

File Name : 03 Tymber at Run

Site Code : 00000003

Start Date : 9/9/2021

Page No : 1

Groups Printed- Automobiles - Commercial

	Tymber Creek Rd Southbound				Tymber Run Westbound				Tymber Creek Rd Northbound				River Chase Way Eastbound				Int. Total
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Factor	1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		
07:00 AM	25	79	22	126	32	1	12	45	22	54	25	101	14	5	27	46	318
07:15 AM	22	68	19	109	29	6	18	53	21	54	24	99	17	2	26	45	306
07:30 AM	20	147	18	185	26	4	19	49	17	66	21	104	19	4	20	43	381
07:45 AM	19	118	19	156	25	3	20	48	15	46	20	81	11	1	20	32	317
Total	86	412	78	576	112	14	69	195	75	220	90	385	61	12	93	166	1322
08:00 AM	16	105	22	143	20	2	18	40	13	55	21	89	26	1	27	54	326
08:15 AM	10	100	22	132	18	2	12	32	10	43	18	71	10	4	27	41	276
08:30 AM	8	77	20	105	14	3	12	29	9	68	13	90	19	3	27	49	273
08:45 AM	6	80	16	102	9	2	13	24	8	61	10	79	10	2	23	35	240
Total	40	362	80	482	61	9	55	125	40	227	62	329	65	10	104	179	1115
04:00 PM	27	63	28	118	27	4	22	53	23	81	23	127	35	6	28	69	367
04:15 PM	27	54	26	107	26	4	21	51	20	78	22	120	33	5	25	63	341
04:30 PM	23	51	23	97	23	2	20	45	19	75	20	114	32	4	24	60	316
04:45 PM	21	50	19	90	21	6	20	47	16	74	17	107	30	6	19	55	299
Total	98	218	96	412	97	16	83	196	78	308	82	468	130	21	96	247	1323
05:00 PM	17	46	20	83	22	4	19	45	13	74	17	104	26	3	23	52	284
05:15 PM	15	57	18	90	20	1	24	45	14	73	13	100	24	3	20	47	282
05:30 PM	14	56	16	86	18	3	19	40	13	70	13	96	19	3	20	42	264
05:45 PM	9	53	12	74	14	3	17	34	15	67	12	94	14	1	17	32	234
Total	55	212	66	333	74	11	79	164	55	284	55	394	83	10	80	173	1064
Grand Total	279	1204	320	1803	344	50	286	680	248	1039	289	1576	339	53	373	765	4824
Apprch %	15.5	66.8	17.7		50.6	7.4	42.1		15.7	65.9	18.3		44.3	6.9	48.8		
Total %	5.8	25	6.6	37.4	7.1	1	5.9	14.1	5.1	21.5	6	32.7	7	1.1	7.7	15.9	
Automobiles	267	1167	308	1742	325	46	261	632	234	990	275	1499	325	49	355	729	4602
% Automobiles	95.7	96.9	96.2	96.6	94.5	92	91.3	92.9	94.4	95.3	95.2	95.1	95.9	92.5	95.2	95.3	95.4
Commercial	12	37	12	61	19	4	25	48	14	49	14	77	14	4	18	36	222
% Commercial	4.3	3.1	3.8	3.4	5.5	8	8.7	7.1	5.6	4.7	4.8	4.9	4.1	7.5	4.8	4.7	4.6

DE TRAFFIC

detraffic.com

386-341-4186

Tymber Creek Rd at Tymber Run
Volusia County, FL

File Name : 03 Tymber at Run

Site Code : 00000003

Start Date : 9/9/2021

Page No : 2

	Tymber Creek Rd Southbound				Tymber Run Westbound				Tymber Creek Rd Northbound				River Chase Way Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	22	68	19	109	29	6	18	53	21	54	24	99	17	2	26	45	306
07:30 AM	20	147	18	185	26	4	19	49	17	66	21	104	19	4	20	43	381
07:45 AM	19	118	19	156	25	3	20	48	15	46	20	81	11	1	20	32	317
08:00 AM	16	105	22	143	20	2	18	40	13	55	21	89	26	1	27	54	326
Total Volume	77	438	78	593	100	15	75	190	66	221	86	373	73	8	93	174	1330
% App. Total	13	73.9	13.2		52.6	7.9	39.5		17.7	59.2	23.1		42	4.6	53.4		
PHF	.875	.745	.886	.801	.862	.625	.938	.896	.786	.837	.896	.897	.702	.500	.861	.806	.873
Automobiles	75	427	76	578	94	14	67	175	62	210	81	353	69	7	88	164	1270
% Automobiles	97.4	97.5	97.4	97.5	94.0	93.3	89.3	92.1	93.9	95.0	94.2	94.6	94.5	87.5	94.6	94.3	95.5
Commercial	2	11	2	15	6	1	8	15	4	11	5	20	4	1	5	10	60
% Commercial	2.6	2.5	2.6	2.5	6.0	6.7	10.7	7.9	6.1	5.0	5.8	5.4	5.5	12.5	5.4	5.7	4.5

DE TRAFFIC

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386-341-4186

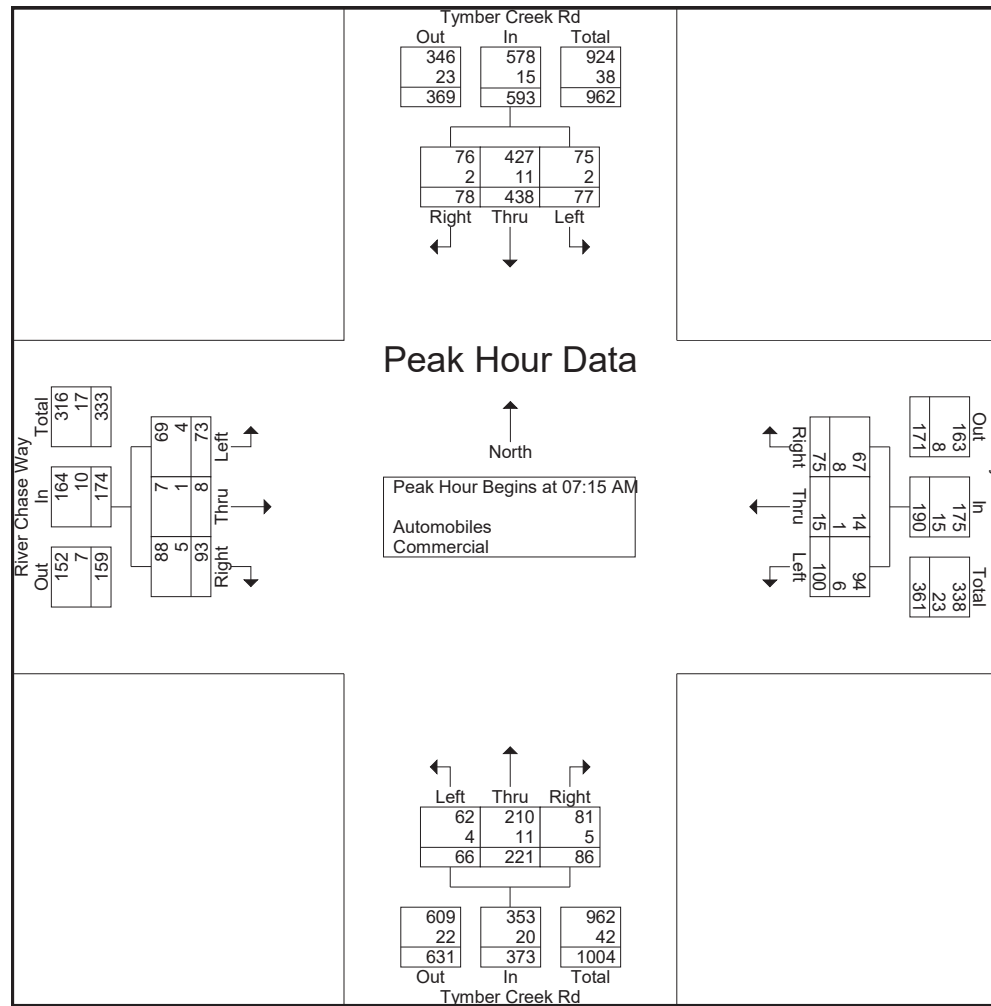
Tymber Creek Rd at Tymber Run
Volusia County, FL

File Name : 03 Tymber at Run

Site Code : 00000003

Start Date : 9/9/2021

Page No : 3



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Tymber Creek Rd at Tymber Run
Volusia County, FL

File Name : 03 Tymber at Run

Site Code : 00000003

Start Date : 9/9/2021

Page No : 4

	Tymber Creek Rd Southbound				Tymber Run Westbound				Tymber Creek Rd Northbound				River Chase Way Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:00 PM																	
04:00 PM	27	63	28	118	27	4	22	53	23	81	23	127	35	6	28	69	367
04:15 PM	27	54	26	107	26	4	21	51	20	78	22	120	33	5	25	63	341
04:30 PM	23	51	23	97	23	2	20	45	19	75	20	114	32	4	24	60	316
04:45 PM	21	50	19	90	21	6	20	47	16	74	17	107	30	6	19	55	299
Total Volume	98	218	96	412	97	16	83	196	78	308	82	468	130	21	96	247	1323
% App. Total	23.8	52.9	23.3		49.5	8.2	42.3		16.7	65.8	17.5		52.6	8.5	38.9		
PHF	.907	.865	.857	.873	.898	.667	.943	.925	.848	.951	.891	.921	.929	.875	.857	.895	.901
Automobiles	92	211	94	397	93	14	76	183	77	296	80	453	127	20	93	240	1273
% Automobiles	93.9	96.8	97.9	96.4	95.9	87.5	91.6	93.4	98.7	96.1	97.6	96.8	97.7	95.2	96.9	97.2	96.2
Commercial	6	7	2	15	4	2	7	13	1	12	2	15	3	1	3	7	50
% Commercial	6.1	3.2	2.1	3.6	4.1	12.5	8.4	6.6	1.3	3.9	2.4	3.2	2.3	4.8	3.1	2.8	3.8

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386-341-4186

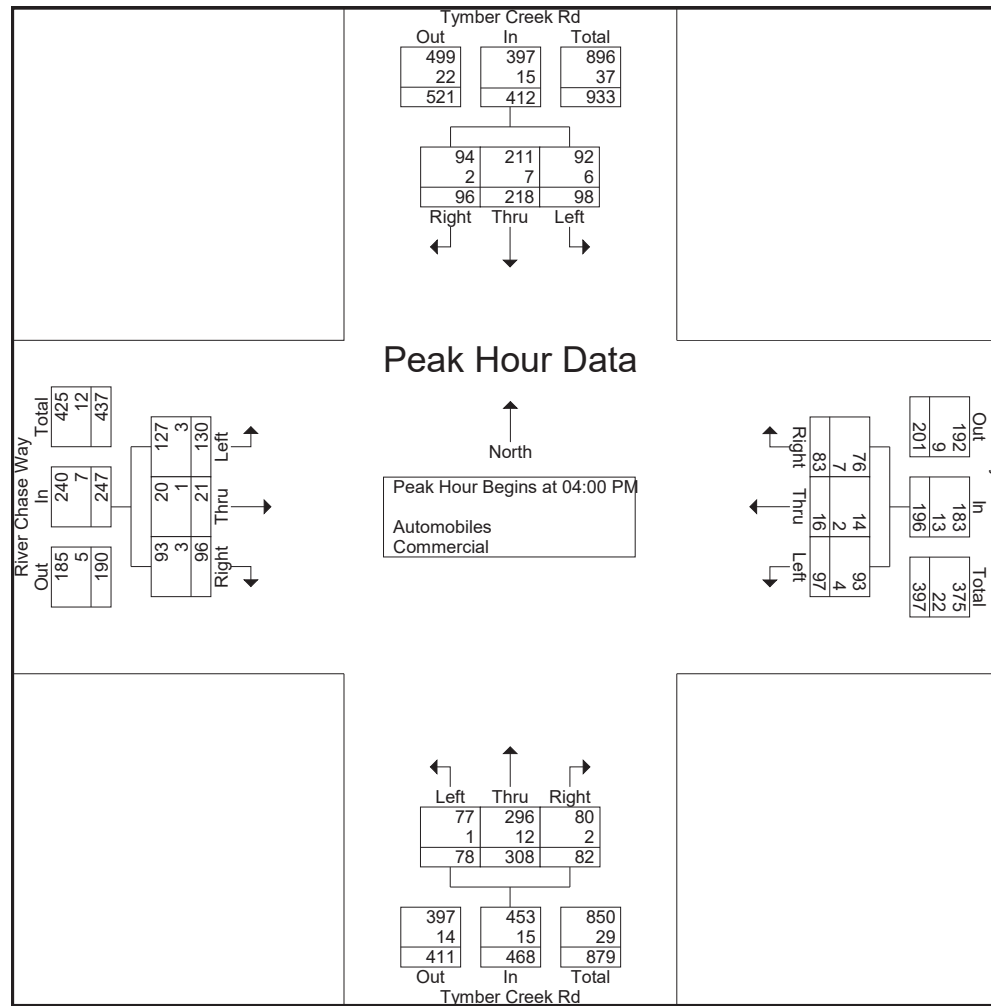
Tymber Creek Rd at Tymber Run
Volusia County, FL

File Name : 03 Tymber at Run

Site Code : 00000003

Start Date : 9/9/2021

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386-341-4186

Tymber Creek Rd at Tymber Run
Volusia County, FL

File Name : 03 Tymber at Run

Site Code : 00000003

Start Date : 9/9/2021

Page No : 6

Groups Printed- Peds

	Tymber Creek Rd Southbound					Tymber Run Westbound					Tymber Creek Rd Northbound					River Chase Way Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
07:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1
08:00 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2
08:15 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	2
08:30 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	3	3	0	0	0	0	0	0	0	0	1	1	0	0	0	1	1	5
04:00 PM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1
04:15 PM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	2
05:00 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1	0	0	0	1	1	3
05:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1
05:45 PM	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
Total	0	0	0	2	2	0	0	0	1	1	0	0	0	2	2	0	0	0	1	1	6
Grand Total	0	0	0	5	5	0	0	0	3	3	0	0	0	4	4	0	0	0	2	2	14
Apprch %	0	0	0	100		0	0	0	100		0	0	0	100		0	0	0	100		
Total %	0	0	0	35.7	35.7	0	0	0	21.4	21.4	0	0	0	28.6	28.6	0	0	0	14.3	14.3	

DE TRAFFIC

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386-341-4186

Tymber Creek Rd at Airport Rd

Volusia County, FL

File Name : 02 airport at tymber

Site Code : 00000002

Start Date : 9/9/2021

Page No : 1

Groups Printed- Automobiles - Commercial

	Tymber Creek Rd Southbound				Airport Rd Westbound				Tymber Creek Rd Northbound				Airport Rd Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Factor	1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		
07:00 AM	11	30	14	55	51	10	12	73	24	11	41	76	19	28	43	90	294
07:15 AM	12	28	11	51	48	8	11	67	35	20	25	80	16	26	39	81	279
07:30 AM	17	25	13	55	48	19	9	76	50	17	52	119	22	26	117	165	415
07:45 AM	15	24	13	52	45	9	10	64	48	19	42	109	11	25	124	160	385
Total	55	107	51	213	192	46	42	280	157	67	160	384	68	105	323	496	1373
08:00 AM	19	28	9	56	51	7	8	66	35	21	42	98	17	19	87	123	343
08:15 AM	13	24	10	47	44	5	9	58	21	24	54	99	11	22	35	68	272
08:30 AM	17	21	8	46	34	7	7	48	21	20	44	85	10	16	26	52	231
08:45 AM	9	18	6	33	26	9	6	41	20	25	54	99	9	18	39	66	239
Total	58	91	33	182	155	28	30	213	97	90	194	381	47	75	187	309	1085
04:00 PM	11	25	9	45	42	16	12	70	27	44	62	133	5	9	22	36	284
04:15 PM	15	24	16	55	35	25	18	78	35	45	43	123	5	16	14	35	291
04:30 PM	12	26	17	55	43	20	19	82	26	53	53	132	5	16	13	34	303
04:45 PM	11	34	12	57	54	15	17	86	34	43	43	120	5	6	20	31	294
Total	49	109	54	212	174	76	66	316	122	185	201	508	20	47	69	136	1172
05:00 PM	13	26	11	50	43	17	18	78	21	28	54	103	5	12	19	36	267
05:15 PM	17	22	16	55	53	17	19	89	27	35	42	104	5	9	19	33	281
05:30 PM	14	20	14	48	43	12	19	74	28	28	35	91	5	10	18	33	246
05:45 PM	16	25	9	50	36	17	12	65	27	26	45	98	7	8	15	30	243
Total	60	93	50	203	175	63	68	306	103	117	176	396	22	39	71	132	1037
Grand Total	222	400	188	810	696	213	206	1115	479	459	731	1669	157	266	650	1073	4667
Apprch %	27.4	49.4	23.2		62.4	19.1	18.5		28.7	27.5	43.8		14.6	24.8	60.6		
Total %	4.8	8.6	4	17.4	14.9	4.6	4.4	23.9	10.3	9.8	15.7	35.8	3.4	5.7	13.9	23	
Automobiles	206	383	182	771	673	203	196	1072	469	441	716	1626	150	263	646	1059	4528
% Automobiles	92.8	95.8	96.8	95.2	96.7	95.3	95.1	96.1	97.9	96.1	97.9	97.4	95.5	98.9	99.4	98.7	97
Commercial	16	17	6	39	23	10	10	43	10	18	15	43	7	3	4	14	139
% Commercial	7.2	4.2	3.2	4.8	3.3	4.7	4.9	3.9	2.1	3.9	2.1	2.6	4.5	1.1	0.6	1.3	3

DE TRAFFIC

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386-341-4186

Tymber Creek Rd at Airport Rd

Volusia County, FL

File Name : 02 airport at tymber

Site Code : 00000002

Start Date : 9/9/2021

Page No : 2

	Tymber Creek Rd Southbound				Airport Rd Westbound				Tymber Creek Rd Northbound				Airport Rd Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	12	28	11	51	48	8	11	67	35	20	25	80	16	26	39	81	279
07:30 AM	17	25	13	55	48	19	9	76	50	17	52	119	22	26	117	165	415
07:45 AM	15	24	13	52	45	9	10	64	48	19	42	109	11	25	124	160	385
08:00 AM	19	28	9	56	51	7	8	66	35	21	42	98	17	19	87	123	343
Total Volume	63	105	46	214	192	43	38	273	168	77	161	406	66	96	367	529	1422
% App. Total	29.4	49.1	21.5		70.3	15.8	13.9		41.4	19	39.7		12.5	18.1	69.4		
PHF	.829	.938	.885	.955	.941	.566	.864	.898	.840	.917	.774	.853	.750	.923	.740	.802	.857
Automobiles	57	98	46	201	187	42	36	265	165	73	158	396	64	96	366	526	1388
% Automobiles	90.5	93.3	100	93.9	97.4	97.7	94.7	97.1	98.2	94.8	98.1	97.5	97.0	100	99.7	99.4	97.6
Commercial	6	7	0	13	5	1	2	8	3	4	3	10	2	0	1	3	34
% Commercial	9.5	6.7	0	6.1	2.6	2.3	5.3	2.9	1.8	5.2	1.9	2.5	3.0	0	0.3	0.6	2.4

DE TRAFFIC

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386-341-4186

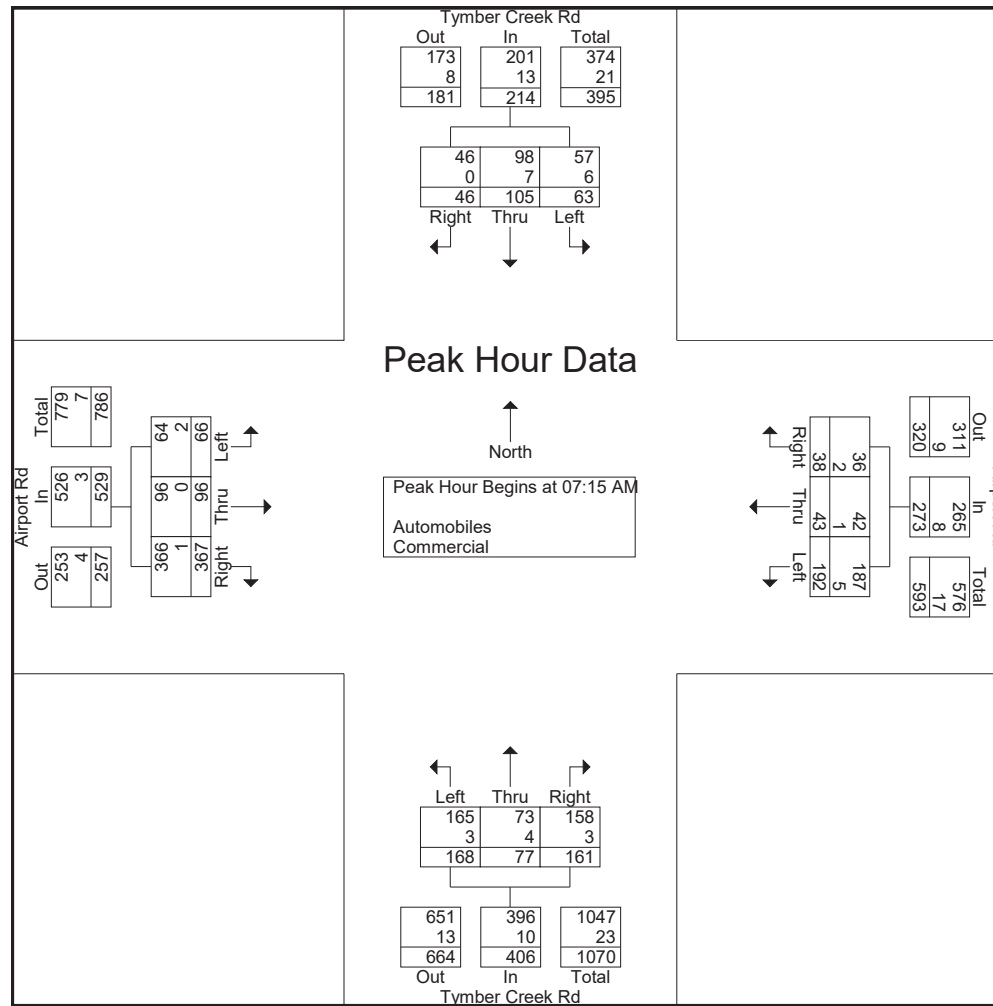
Tymber Creek Rd at Airport Rd
Volusia County, FL

File Name : 02 airport at tymber

Site Code : 00000002

Start Date : 9/9/2021

Page No : 3



DE TRAFFIC

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386-341-4186

Tymber Creek Rd at Airport Rd
Volusia County, FL

File Name : 02 airport at tymber

Site Code : 00000002

Start Date : 9/9/2021

Page No : 4

	Tymber Creek Rd Southbound				Airport Rd Westbound				Tymber Creek Rd Northbound				Airport Rd Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:00 PM																	
04:00 PM	11	25	9	45	42	16	12	70	27	44	62	133	5	9	22	36	284
04:15 PM	15	24	16	55	35	25	18	78	35	45	43	123	5	16	14	35	291
04:30 PM	12	26	17	55	43	20	19	82	26	53	53	132	5	16	13	34	303
04:45 PM	11	34	12	57	54	15	17	86	34	43	43	120	5	6	20	31	294
Total Volume	49	109	54	212	174	76	66	316	122	185	201	508	20	47	69	136	1172
% App. Total	23.1	51.4	25.5		55.1	24.1	20.9		24	36.4	39.6		14.7	34.6	50.7		
PHF	.817	.801	.794	.930	.806	.760	.868	.919	.871	.873	.810	.955	1.00	.734	.784	.944	.967
Automobiles	47	108	53	208	167	73	62	302	120	180	197	497	18	46	68	132	1139
% Automobiles	95.9	99.1	98.1	98.1	96.0	96.1	93.9	95.6	98.4	97.3	98.0	97.8	90.0	97.9	98.6	97.1	97.2
Commercial	2	1	1	4	7	3	4	14	2	5	4	11	2	1	1	4	33
% Commercial	4.1	0.9	1.9	1.9	4.0	3.9	6.1	4.4	1.6	2.7	2.0	2.2	10.0	2.1	1.4	2.9	2.8

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386-341-4186

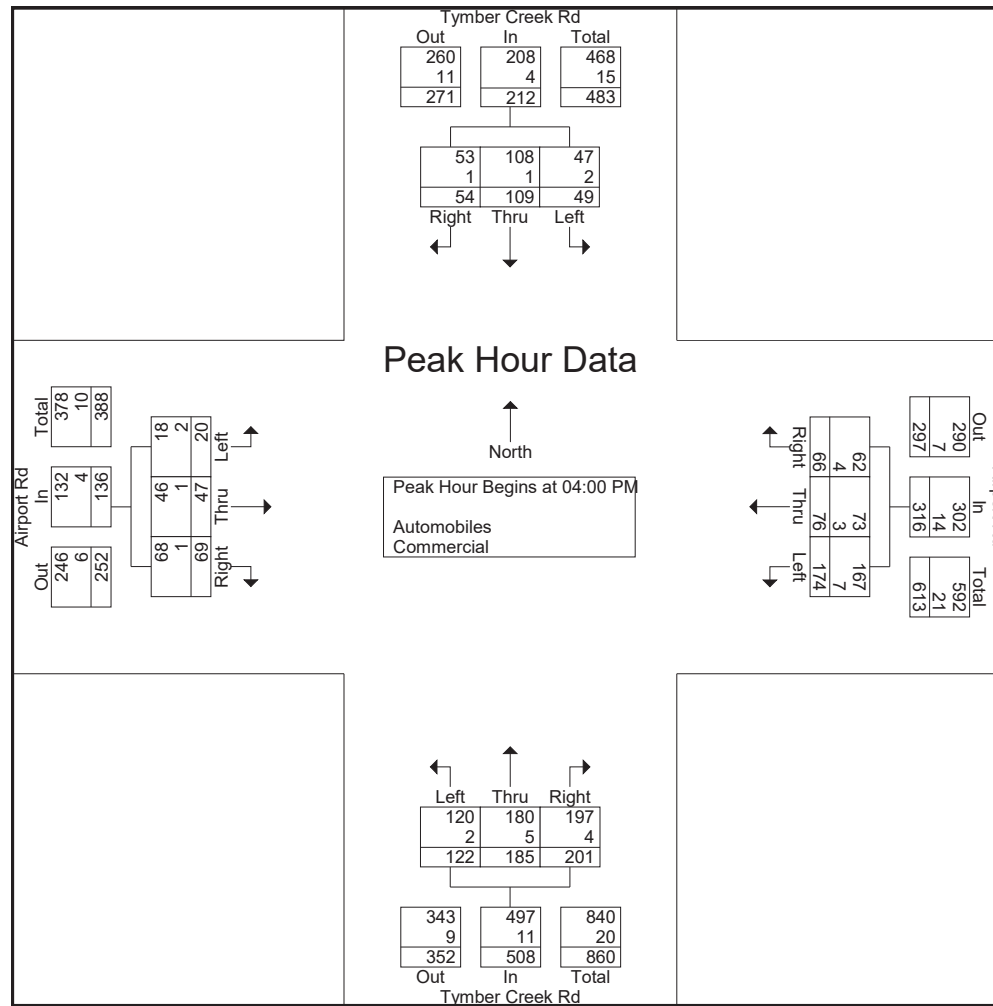
Tymber Creek Rd at Airport Rd
Volusia County, FL

File Name : 02 airport at tymber

Site Code : 00000002

Start Date : 9/9/2021

Page No : 5



DE TRAFFIC

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Tymber Creek Rd at Airport Rd

Volusia County, FL

File Name : 02 airport at tymber

Site Code : 00000002

Start Date : 9/9/2021

Page No : 6

Groups Printed- Peds

	Tymber Creek Rd Southbound					Airport Rd Westbound					Tymber Creek Rd Northbound					Airport Rd Eastbound						
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total	
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0			
07:30 AM	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
Total	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
08:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	
08:15 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
08:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	
Total	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	3	
04:45 PM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	1
05:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	1	1	2	
05:30 PM	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1	3	
Total	0	0	0	1	1	0	0	0	1	1	0	0	0	1	1	0	0	0	2	2	5	
Grand Total	0	0	0	3	3	0	0	0	3	3	0	0	0	1	1	0	0	0	4	4	11	
Apprch %	0	0	0	100		0	0	0	100		0	0	0	100		0	0	0	100			
Total %	0	0	0	27.3	27.3	0	0	0	27.3	27.3	0	0	0	9.1	9.1	0	0	0	36.4	36.4		

DE TRAFFIC

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386-341-4186

Leeway Trail at Airport Rd

Volusia County, FL

File Name : Leeway Trail

Site Code : 00000002

Start Date : 9/9/2021

Page No : 1

Groups Printed- Automobiles - Commercial

	Leeway Trail Southbound				Airport Rd Westbound				Pathways Elementary Northbound				Airport Rd Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	7	1	3	11	9	22	2	33	11	2	62	75	2	52	10	64	183
07:15 AM	6	2	4	12	41	16	4	61	16	2	42	60	1	43	16	60	193
07:30 AM	8	3	2	13	65	30	3	98	14	1	73	88	1	59	61	121	320
07:45 AM	17	0	4	21	52	24	2	78	30	1	90	121	1	79	23	103	323
Total	38	6	13	57	167	92	11	270	71	6	267	344	5	233	110	348	1019
08:00 AM	14	0	3	17	6	28	5	39	8	0	10	18	2	45	2	49	123
08:15 AM	11	0	4	15	3	26	4	33	9	0	5	14	2	52	0	54	116
08:30 AM	9	0	2	11	4	26	2	32	1	1	4	6	1	44	2	47	96
08:45 AM	7	1	4	12	5	20	3	28	2	0	2	4	1	43	1	45	89
Total	41	1	13	55	18	100	14	132	20	1	21	42	6	184	5	195	424
04:00 PM	4	1	1	6	8	41	10	59	0	1	16	17	1	23	2	26	108
04:15 PM	3	0	2	5	5	51	15	71	1	0	16	17	0	25	2	27	120
04:30 PM	5	1	2	8	6	42	15	63	4	0	7	11	1	26	2	29	111
04:45 PM	3	0	1	4	2	36	12	50	0	0	1	1	1	38	0	39	94
Total	15	2	6	23	21	170	52	243	5	1	40	46	3	112	6	121	433
05:00 PM	5	0	2	7	2	42	16	60	1	0	3	4	1	43	0	44	115
05:15 PM	4	0	2	6	0	52	23	75	0	1	4	5	1	36	1	38	124
05:30 PM	4	0	3	7	2	42	17	61	1	0	5	6	1	28	0	29	103
05:45 PM	2	0	4	6	1	36	11	48	0	0	1	1	0	26	2	28	83
Total	15	0	11	26	5	172	67	244	2	1	13	16	3	133	3	139	425
Grand Total	109	9	43	161	211	534	144	889	98	9	341	448	17	662	124	803	2301
Apprch %	67.7	5.6	26.7		23.7	60.1	16.2		21.9	2	76.1		2.1	82.4	15.4		
Total %	4.7	0.4	1.9	7	9.2	23.2	6.3	38.6	4.3	0.4	14.8	19.5	0.7	28.8	5.4	34.9	
Automobiles	106	9	38	153	211	515	136	862	98	9	341	448	13	629	124	766	2229
% Automobiles	97.2	100	88.4	95	100	96.4	94.4	97	100	100	100	100	76.5	95	100	95.4	96.9
Commercial	3	0	5	8	0	19	8	27	0	0	0	0	4	33	0	37	72
% Commercial	2.8	0	11.6	5	0	3.6	5.6	3	0	0	0	0	23.5	5	0	4.6	3.1

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386-341-4186

Leeway Trail at Airport Rd

Volusia County, FL

File Name : Leeway Trail

Site Code : 00000002

Start Date : 9/9/2021

Page No : 2

	Leeway Trail Southbound				Airport Rd Westbound				Pathways Elementary Northbound				Airport Rd Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:00 AM																	
07:00 AM	7	1	3	11	9	22	2	33	11	2	62	75	2	52	10	64	183
07:15 AM	6	2	4	12	41	16	4	61	16	2	42	60	1	43	16	60	193
07:30 AM	8	3	2	13	65	30	3	98	14	1	73	88	1	59	61	121	320
07:45 AM	17	0	4	21	52	24	2	78	30	1	90	121	1	79	23	103	323
Total Volume	38	6	13	57	167	92	11	270	71	6	267	344	5	233	110	348	1019
% App. Total	66.7	10.5	22.8		61.9	34.1	4.1		20.6	1.7	77.6		1.4	67	31.6		
PHF	.559	.500	.813	.679	.642	.767	.688	.689	.592	.750	.742	.711	.625	.737	.451	.719	.789
Autmobiles	38	6	11	55	167	89	10	266	71	6	267	344	5	227	110	342	1007
% Autmobiles	100	100	84.6	96.5	100	96.7	90.9	98.5	100	100	100	100	100	97.4	100	98.3	98.8
Commercial	0	0	2	2	0	3	1	4	0	0	0	0	0	6	0	6	12
% Commercial	0	0	15.4	3.5	0	3.3	9.1	1.5	0	0	0	0	0	2.6	0	1.7	1.2

DE TRAFFIC

detraffic.com

386-341-4186

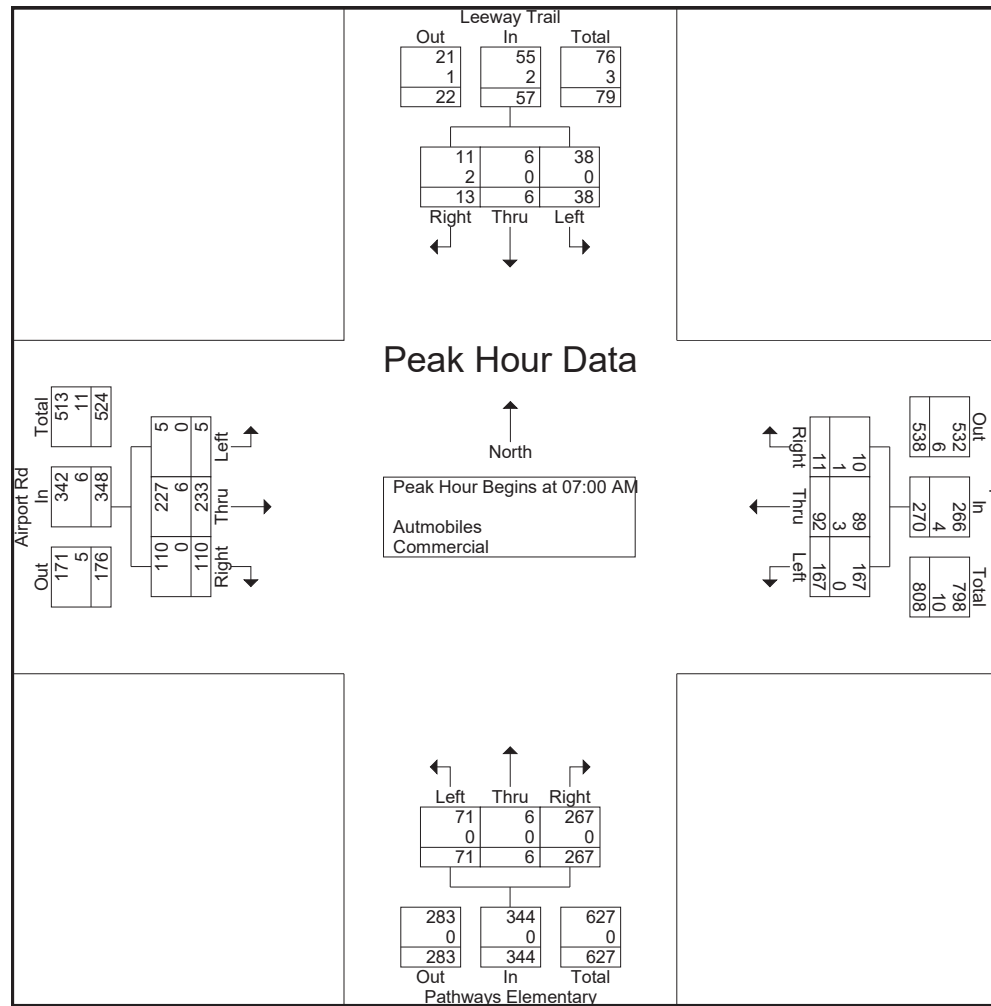
Leeway Trail at Airport Rd
Volusia County, FL

File Name : Leeway Trail

Site Code : 00000002

Start Date : 9/9/2021

Page No : 3



DE TRAFFIC

detraffic.com

386-341-4186

Leeway Trail at Airport Rd

Volusia County, FL

File Name : Leeway Trail

Site Code : 00000002

Start Date : 9/9/2021

Page No : 4

	Leeway Trail Southbound				Airport Rd Westbound				Pathways Elementary Northbound				Airport Rd Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	5	1	2	8	6	42	15	63	4	0	7	11	1	26	2	29	111
04:45 PM	3	0	1	4	2	36	12	50	0	0	1	1	1	38	0	39	94
05:00 PM	5	0	2	7	2	42	16	60	1	0	3	4	1	43	0	44	115
05:15 PM	4	0	2	6	0	52	23	75	0	1	4	5	1	36	1	38	124
Total Volume	17	1	7	25	10	172	66	248	5	1	15	21	4	143	3	150	444
% App. Total	68	4	28		4	69.4	26.6		23.8	4.8	71.4		2.7	95.3	2		
PHF	.850	.250	.875	.781	.417	.827	.717	.827	.313	.250	.536	.477	1.00	.831	.375	.852	.895
Autmobiles	16	1	6	23	10	166	62	238	5	1	15	21	3	133	3	139	421
% Autmobiles	94.1	100	85.7	92.0	100	96.5	93.9	96.0	100	100	100	100	75.0	93.0	100	92.7	94.8
Commercial	1	0	1	2	0	6	4	10	0	0	0	0	1	10	0	11	23
% Commercial	5.9	0	14.3	8.0	0	3.5	6.1	4.0	0	0	0	0	25.0	7.0	0	7.3	5.2

DE TRAFFIC

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386-341-4186

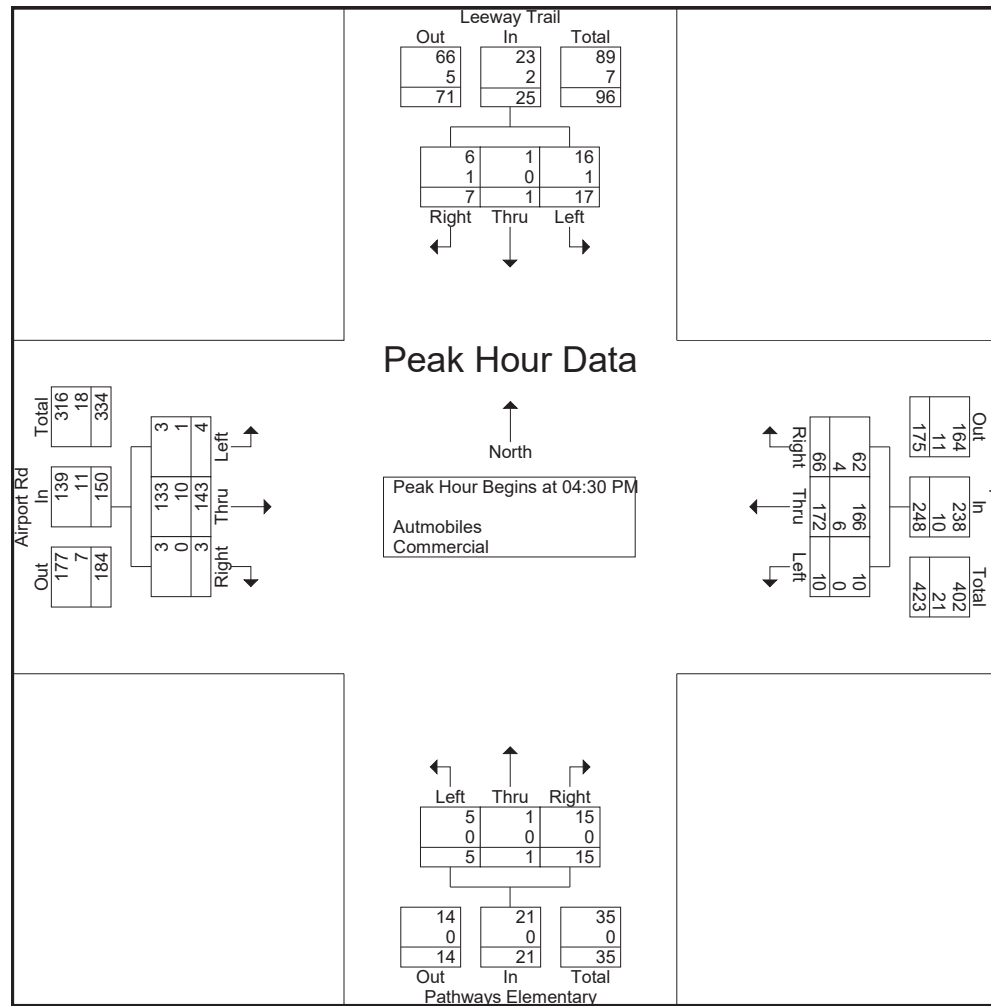
Leeway Trail at Airport Rd
Volusia County, FL

File Name : Leeway Trail

Site Code : 00000002

Start Date : 9/9/2021

Page No : 5



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386-341-4186

Leeway Trail at Airport Rd

Volusia County, FL

File Name : Leeway Trail

Site Code : 00000002

Start Date : 9/9/2021

Page No : 6

Groups Printed- Peds

	Leeway Trail Southbound					Airport Rd Westbound					Pathways Elementary Northbound					Airport Rd Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:15 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
07:30 AM	0	0	0	24	24	0	0	0	0	0	0	0	0	0	0	0	0	0	37	37	61
07:45 AM	0	0	0	19	19	0	0	0	0	0	0	0	0	0	0	0	0	0	26	26	45
Total	0	0	0	44	44	0	0	0	0	0	0	0	0	0	0	0	0	0	63	63	107
08:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	10	10
08:15 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	10	10	11
05:15 PM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1
05:30 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
Grand Total	0	0	0	46	46	0	0	0	1	1	0	0	0	0	0	0	0	0	73	73	120
Apprch %	0	0	0	100		0	0	0	100		0	0	0	0		0	0	0	100		
Total %	0	0	0	38.3	38.3	0	0	0	0.8	0.8	0	0	0	0	0	0	0	0	60.8	60.8	



NB Approach



SB Approach



EB Approach



WB Approach

	Tymber Creek Rd at SR 40		Volusia County	
	www.de-traffic.com		Project Number: L21-51	Sheet Number: 1
	299 McGregor Rd. DeLand Fl. 32720			



NB Approach



SB Approach



EB Approach



WB Approach

	Tymber Creek Rd at Tymber Run		Volusia County	
	www.de-traffic.com		Project Number: L21-51	Sheet Number: 2
	299 McGregor Rd. DeLand FL. 32720			



NB Approach



SB Approach



EB Approach



WB Approach

	Tymber Creek Rd at Airport Rd		Volusia County	
	www.de-traffic.com		Project Number: L21-51	Sheet Number: 3
	299 McGregor Rd. DeLand Fl. 32720			



NB Approach



SB Approach



EB Approach



WB Approach

	Leeway Trail at Airport Rd		Volusia County	
	www.de-traffic.com		Project Number: L21-51	Sheet Number: 4
	299 McGregor Rd. DeLand Fl. 32720			

2020 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 7900 VOLUSIA COUNTYWIDE

WEEK	DATES	SF	MOCF: 0.93 PSCF
* 1	01/01/2020 - 01/04/2020	0.99	1.06
* 2	01/05/2020 - 01/11/2020	0.95	1.02
* 3	01/12/2020 - 01/18/2020	0.92	0.99
* 4	01/19/2020 - 01/25/2020	0.91	0.98
* 5	01/26/2020 - 02/01/2020	0.89	0.96
* 6	02/02/2020 - 02/08/2020	0.88	0.95
* 7	02/09/2020 - 02/15/2020	0.87	0.94
* 8	02/16/2020 - 02/22/2020	0.88	0.95
* 9	02/23/2020 - 02/29/2020	0.90	0.97
*10	03/01/2020 - 03/07/2020	0.92	0.99
*11	03/08/2020 - 03/14/2020	0.94	1.01
*12	03/15/2020 - 03/21/2020	0.96	1.03
*13	03/22/2020 - 03/28/2020	1.05	1.13
14	03/29/2020 - 04/04/2020	1.14	1.23
15	04/05/2020 - 04/11/2020	1.24	1.33
16	04/12/2020 - 04/18/2020	1.33	1.43
17	04/19/2020 - 04/25/2020	1.26	1.35
18	04/26/2020 - 05/02/2020	1.20	1.29
19	05/03/2020 - 05/09/2020	1.14	1.23
20	05/10/2020 - 05/16/2020	1.07	1.15
21	05/17/2020 - 05/23/2020	1.06	1.14
22	05/24/2020 - 05/30/2020	1.05	1.13
23	05/31/2020 - 06/06/2020	1.03	1.11
24	06/07/2020 - 06/13/2020	1.02	1.10
25	06/14/2020 - 06/20/2020	1.01	1.09
26	06/21/2020 - 06/27/2020	1.02	1.10
27	06/28/2020 - 07/04/2020	1.02	1.10
28	07/05/2020 - 07/11/2020	1.03	1.11
29	07/12/2020 - 07/18/2020	1.04	1.12
30	07/19/2020 - 07/25/2020	1.03	1.11
31	07/26/2020 - 08/01/2020	1.02	1.10
32	08/02/2020 - 08/08/2020	1.02	1.10
33	08/09/2020 - 08/15/2020	1.01	1.09
34	08/16/2020 - 08/22/2020	1.01	1.09
35	08/23/2020 - 08/29/2020	1.01	1.09
36	08/30/2020 - 09/05/2020	1.01	1.09
37	09/06/2020 - 09/12/2020	1.01	1.09
38	09/13/2020 - 09/19/2020	1.01	1.09
39	09/20/2020 - 09/26/2020	1.00	1.08
40	09/27/2020 - 10/03/2020	0.99	1.06
41	10/04/2020 - 10/10/2020	0.98	1.05
42	10/11/2020 - 10/17/2020	0.97	1.04
43	10/18/2020 - 10/24/2020	0.98	1.05
44	10/25/2020 - 10/31/2020	0.98	1.05
45	11/01/2020 - 11/07/2020	0.98	1.05
46	11/08/2020 - 11/14/2020	0.99	1.06
47	11/15/2020 - 11/21/2020	0.99	1.06
48	11/22/2020 - 11/28/2020	0.99	1.06
49	11/29/2020 - 12/05/2020	0.99	1.06
50	12/06/2020 - 12/12/2020	0.99	1.06
51	12/13/2020 - 12/19/2020	0.99	1.06
52	12/20/2020 - 12/26/2020	0.95	1.02
53	12/27/2020 - 12/31/2020	0.92	0.99

* PEAK SEASON

27-FEB-2021 10:30:05

830UPD

5_7900_PKSEASON.TXT

AM Peak-Hour Factored Volumes

		TMCs Collected				2021 Factored Existing Traffic				Background Traffic										Peak-Hour Factor
		TMC Year	Raw Count	% Heavy Trucks	Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Approach Growth Rate	Approach Volume	Background Volume w/o Vested Traffic	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume			
1. Timber Creek Rd. at Grand Blvd	Approach	U-Turn Left Through Right	2021	40	3	8%	1.01	40	3	8%	751	48	15	63	1.3%	In	5	64	0.94	
				560	17	3%		566	17	3%		671	55	726			0	726		
				27	4	15%		27	4	15%		32	32	32			0	32		
	Westbound	U-Turn Left Through Right		0	0	0%		0	0	0%	829	0	0	0			0	0		0.439
				14	0	0%		14	0	0%		14	14	14			0	14		
				313	12	4%		316	12	4%		326	113	439			0	439		
	Northbound	U-Turn Left Through Right		0	0	0%		0	0	0%	140	0	0	0	68.1%	In	18	468		0.94
				35	7	20%		35	7	20%		35	35	35			0	35		
				55	4	11%		55	4	11%		55	47	47			0	55		
	Southbound	U-Turn Left Through Right		0	0	0%		0	0	0%	659	0	0	0			0	0		0.571
				518	0	2%		523	0	2%		539	52	621	58.1%	Out	56	676		
				50	7	14%		51	7	14%		53	53	53			0	53		
			65	4	3%	65	4	3%	65	4	72	1.3%	Out	1	73					
		TMCs Collected				2021 Factored Existing Traffic				Background Traffic										Peak-Hour Factor
		TMC Year	Raw Count	% Heavy Trucks	Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Approach Growth Rate	Approach Volume	Background Volume w/o Vested Traffic	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume			
2. Timber Creek Rd. at Timber Run	Approach	U-Turn Left Through Right	2021	73	4	5%	1.01	74	4	5%	181	76	76	76		0	76	0.87		
				8	1	12%		8	1	12%		8	8	8			0		8	
				83	5	5%		84	5	5%		97	3	100			0		100	
	Westbound	U-Turn Left Through Right		0	0	0%		0	0	0%	198	0	0	0			0		0	0.104
				100	6	6%		101	6	6%		104	104	104			0		104	
				15	1	7%		15	1	7%		16	16	16			0		16	
	Northbound	U-Turn Left Through Right		0	0	0%		0	0	0%	388	0	0	0	9.7%	In	0		0	0.87
				66	4	6%		67	4	6%		69	3	72			0		72	
				221	11	5%		223	11	5%		230	14	244	69.4%	In	19		263	
	Southbound	U-Turn Left Through Right		0	0	0%		0	0	0%	617	0	0	0			0		0	0.81
				77	2	3%		78	2	3%		80	80	80	0.7%	Out	1		81	
				438	11	3%		442	11	3%		455	14	469	69.4%	Out	56		525	
			78	2	3%	79	2	3%	81	81	81			0	81					
		TMCs Collected				2021 Factored Existing Traffic				Background Traffic										Peak-Hour Factor
		TMC Year	Raw Count	% Heavy Trucks	Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Approach Growth Rate	Approach Volume	Background Volume w/o Vested Traffic	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume			
3. Timber Creek Rd. at Airport Rd	Approach	U-Turn Left Through Right	2021	66	2	0%	1.01	0	0	0%	550	0	0	0		0	0	0.86		
				66	2	0%		67	0	0%		67	67	67	2.0%	Out	2		69	
				367	1	0%		371	1	0%		382	382	382	28.0%	Out	23		404	
	Westbound	U-Turn Left Through Right		0	0	0%		0	0	0%	284	0	0	0			0		0	0.200
				192	5	3%		194	5	3%		200	200	200			0		200	
				43	1	2%		43	1	2%		45	45	45	6.0%	In	2		46	
	Northbound	U-Turn Left Through Right		0	0	0%		0	0	0%	422	0	0	0	28.0%	In	4		9	0.162
				168	3	0%		170	3	0%		175	175	175			0		175	
				77	4	5%		78	4	5%		80	80	80	42.0%	In	11		91	
	Southbound	U-Turn Left Through Right		0	0	0%		0	0	0%	223	0	0	0			0		0	0.168
				101	3	2%		103	3	2%		108	108	108			0		108	
				63	6	10%		64	6	10%		65	65	65	9.0%	Out	7		73	
			106	7	7%	108	7	7%	109	109	109	34.0%	Out	34	143					
			46	0	0%	46	0	0%	47	47	47	2.0%	Out	2	49					
		TMCs Collected				2021 Factored Existing Traffic				Background Traffic										Peak-Hour Factor
		TMC Year	Raw Count	% Heavy Trucks	Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Approach Growth Rate	Approach Volume	Background Volume w/o Vested Traffic	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume			
4. Airport Rd. at Leeway Tr	Approach	U-Turn Left Through Right	2021	5	0	0%	1.01	5	0	0%	362	0	0	0		0	0	0.79		
				233	6	3%		235	6	3%		242	242	242	7.0%	In	2		244	
				110	5	0%		110	5	0%		114	114	114			0		114	
	Westbound	U-Turn Left Through Right		0	0	0%		0	0	0%	281	0	0	0			0		0	0.174
				167	0	0%		169	0	0%		174	174	174			0		174	
				52	1	3%		53	1	3%		56	56	56	7.0%	Out	6		103	
	Northbound	U-Turn Left Through Right		0	0	0%		0	0	0%	358	0	0	0			0		0	0.74
				71	0	0%		72	0	0%		74	74	74			0		74	
				8	0	0%		8	0	0%		8	8	8			0		8	
	Southbound	U-Turn Left Through Right		0	0	0%		0	0	0%	59	0	0	0			0		0	0.49
				207	0	0%		210	0	0%		218	218	218			0		218	
				38	0	0%		38	0	0%		40	40	40			0		40	
			0	0	0%	0	0	0%	0	0	0			0	0					
			13	2	15%	13	2	15%	14	14	14			0	14					
		TMCs Collected				2021 Factored Existing Traffic				Background Traffic										Peak-Hour Factor
		TMC Year	Raw Count	% Heavy Trucks	Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Approach Growth Rate	Approach Volume	Background Volume w/o Vested Traffic	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume			
5. Timber Creek Rd. at Project Driveway 1	Approach	U-Turn Left Through Right	2021	0	0	0%	1.01	0	0	0%	0	0	0	6.0%	Out	5	5	0.92		
				0	0	0%		0	0	0%		0	0	0			0		0	
				0	0	0%		0	0	0%		0	0	0	53.0%	Out	43		43	
	Westbound	U-Turn Left Through Right		0	0	0%		0	0	0%	0	0	0	0			0		0	0.6
				0	0	0%		0	0	0%		0	0	0			0		0	
				0	0	0%		0	0	0%		0	0	0			0		0	
	Northbound	U-Turn Left Through Right		0	0	0%		0	0	0%	0	0	0	0	52.0%	In	14		14	0.92
				0	0	0%		0	0	0%		0	0	0			0		0	
				0	0	0%		0	0	0%		0	0	0			0		0	
	Southbound	U-Turn Left Through Right		0	0	0%		0	0	0%	0	0	0	0			0		0	0.222
				0	0	0%		0	0	0%		0	0	0			0		0	
				0	0	0%		0	0	0%		0	0	0	36.0%	Out	29		29	
			0	0	0%	0	0	0%	0	0	0	5.0%	Out	4	4					
		TMCs Collected				2021 Factored Existing Traffic				Background Traffic										Peak-Hour Factor
		TMC Year	Raw Count	% Heavy Trucks	Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Approach Growth Rate	Approach Volume	Background Volume w/o Vested Traffic	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume			
6. Airport Rd. at Project Driveway 2	Approach	U-Turn Left Through Right	2021	0	0	0%	1.01	0	0	0%	0	0	0	37.0%	In	10	10	0.92		
				0	0	0%		0	0	0%		0	0	0			0		0	
				0	0	0%		0	0	0%		0	0	0			0		0	
	Westbound	U-Turn Left Through Right		0	0	0%		0	0	0%	0	0	0	0			0		0	0.269
				0	0	0%		0	0	0%		0	0	0			0		0	
				0	0	0%		0	0	0%		0	0	0			0		0	
	Northbound	U-Turn Left Through Right		0	0	0%		0	0	0%	0	0	0	0			0		0	0.503
				0	0	0%		0	0	0%		0	0	0			0		0	
				0	0	0%		0	0	0%		0	0	0	36.0%	Out	29		29	
	Southbound	U-Turn Left Through Right		0	0	0%		0	0	0%	0	0	0	0			0		0	0.4
				0	0	0%		0	0	0%		0	0	0			0		0	
				0	0	0%		0	0	0%		0	0	0			0		0	

PM Peak-Hour Factored Volumes

		TMCs Collected				2021 Factored Existing Traffic				Approach Growth Rate	Background Traffic		Build-Out Traffic				Peak-Hour Factor
		TMC Year	Raw Count	% Heavy Vehicle	Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Background Volume w/o Vested Traffic		Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	
1. Timber Creek Rd at Canada Blvd	Approach	Mvmnt	0	0%		0	0	0%		0	0	0	0	0	0	0	0
		U-Turn	45	6	13%	0	0	0%	6.20%	54	26	80	1.3%	In	1	81	0.98
	Eastbound	Left	760	15	2%	768	15	2%		911	219	1,130	0	0	1,130		
		Right	26	4	15%	26	4	15%		31	0	31	0	0	31		
	Westbound	U-Turn	0	0	0%	0	0	0%	1.00%	0	0	0	0	0	0		
		Left	69	2	3%	70	2	3%		72	0	72	0	0	72		
		Through	636	18	3%	642	18	3%		662	188	850	68.1%	In	0	850	
		Right	272	7	3%	273	7	3%		283	93	376	0	0	376		
	Northbound	U-Turn	36	5	14%	36	5	14%	1.00%	0	0	0	0	0	0		
		Left	28	3	11%	28	3	11%		29	0	29	0	0	29		
		Through	74	5	7%	75	5	7%		77	77	77	0	0	77		
		Right	0	0	0%	0	0	0%		0	0	0	0	0	0		
	Southbound	U-Turn	310	10	3%	313	10	3%	1.00%	322	129	451	68.1%	Out	37	488	
		Left	74	2	3%	75	2	3%		77	77	77	0	0	77		
		Through	42	5	12%	42	5	12%		44	1	45	1.3%	Out	1	46	
		Right	0	0	0%	0	0	0%		0	0	0	0	0	0		
		TMCs Collected				2021 Factored Existing Traffic				Approach Growth Rate	Background Traffic		Build-Out Traffic				Peak-Hour Factor
Intersection	Approach	Mvmnt <th>TMC Year</th> <th>Raw Count</th> <th>% Heavy Vehicle</th> <th>Seasonal Factor</th> <th>Est. Count</th> <th>Est. Truck Count</th> <th>% Heavy Vehicles</th> <th>Background Volume w/o Vested Traffic</th> <th>Vested Traffic</th> <th>Total Background Volume</th> <th>% Model Distribution</th> <th>Project Trip Direction</th> <th>Project Trips</th> <th>Total Build-Out Volume</th>	TMC Year	Raw Count	% Heavy Vehicle	Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles		Background Volume w/o Vested Traffic	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	
2. Timber Creek Rd at Timber Run	Approach	Mvmnt	0	0	0%		0	0	0%		0	0	0	0	0	0	0
		U-Turn	130	3	2%	131	3	2%	1.00%	135	0	135	0	0	135	0.90	
	Eastbound	Left	21	1	5%	21	1	5%		22	0	22	0	0	22		
		Right	96	3	3%	97	3	3%		100	4	104	0	0	104		
	Westbound	U-Turn	87	4	4%	88	4	4%	1.00%	101	0	101	0	0	101		
		Left	16	2	13%	16	2	13%		17	17	17	0	0	17		
		Through	83	7	8%	84	7	8%		87	0	87	0.7%	In	1	88	
		Right	0	0	0%	0	0	0%		0	0	0	0	0	0		
	Northbound	U-Turn	78	1	1%	79	1	1%	1.00%	81	4	85	0	0	85		
		Left	308	12	4%	311	12	4%		320	112	432	69.4%	In	64	496	
		Through	82	2	6%	83	2	6%		85	0	85	0	0	85		
		Right	0	0	0%	0	0	0%		0	0	0	0	0	0		
	Southbound	U-Turn	98	6	6%	99	6	6%	1.00%	103	103	206	1.0%	Out	1	103	
		Left	218	7	3%	220	7	3%		227	103	330	69.4%	Out	37	367	
		Through	86	2	2%	87	2	2%		90	0	90	0	0	90		
		Right	0	0	0%	0	0	0%		0	0	0	0	0	0		
		TMCs Collected				2021 Factored Existing Traffic				Approach Growth Rate	Background Traffic		Build-Out Traffic				Peak-Hour Factor
Intersection	Approach	Mvmnt	TMC Year	Raw Count	% Heavy Vehicle	Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles		Background Volume w/o Vested Traffic	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	
3. Timber Creek Rd at Airport Rd	Approach	Mvmnt	0	0	0%		0	0	0%		0	0	0	0	0	0	0
		U-Turn	20	2	10%	20	2	10%	1.00%	21	0	21	0.0%	Out	0	21	0.97
	Eastbound	Left	47	1	2%	47	1	2%		49	0	49	6.0%	Out	3	52	
		Right	69	1	0%	70	1	0%		72	0	72	28.0%	Out	15	87	
	Westbound	U-Turn	174	7	4%	176	7	4%	1.00%	181	0	181	0.0%	Out	0	181	
		Left	78	3	4%	79	3	4%		79	78	157	6.0%	In	6	163	
		Through	66	4	6%	67	4	6%		69	69	69	0.0%	In	8	77	
		Right	0	0	0%	0	0	0%		0	0	0	0	0	0		
	Northbound	U-Turn	122	2	2%	123	2	2%	1.00%	127	127	254	0.0%	In	28	153	
		Left	185	5	3%	187	5	3%		192	192	384	42.0%	In	39	231	
		Through	201	4	2%	203	4	2%		209	0	209	0.0%	Out	0	209	
		Right	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
	Southbound	U-Turn	49	2	4%	49	2	4%	1.00%	51	0	51	3.0%	Out	5	56	
		Left	109	1	1%	110	1	1%		113	0	113	42.0%	Out	23	136	
		Through	84	1	2%	85	1	2%		87	0	87	3.0%	Out	2	89	
		Right	0	0	0%	0	0	0%		0	0	0	0	0	0		
		TMCs Collected				2021 Factored Existing Traffic				Approach Growth Rate	Background Traffic		Build-Out Traffic				Peak-Hour Factor
Intersection	Approach	Mvmnt	TMC Year	Raw Count	% Heavy Vehicle	Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles		Background Volume w/o Vested Traffic	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	
4. Airport Rd at Lacey Tr	Approach	Mvmnt	0	0	0%		0	0	0%		0	0	0	0	0	0	0
		U-Turn	4	1	25%	4	1	25%	1.00%	4	0	4	0.0%	Out	0	4	0.90
	Eastbound	Left	143	10	7%	144	10	7%		148	0	148	7.0%	In	6	154	
		Right	3	0	0%	3	0	0%		3	0	3	0.0%	Out	0	3	
	Westbound	U-Turn	10	0	0%	10	0	0%	1.00%	10	0	10	0.0%	Out	0	10	
		Left	172	6	3%	174	6	3%		179	179	358	7.0%	Out	4	183	
		Through	66	4	6%	67	4	6%		69	69	69	0.0%	Out	0	69	
		Right	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
	Northbound	U-Turn	5	0	0%	5	0	0%	1.00%	5	0	5	0.0%	Out	0	5	
		Left	1	0	0%	1	0	0%		1	0	1	0.0%	Out	0	1	
		Through	15	0	0%	15	0	0%		16	16	16	0.0%	Out	0	16	
		Right	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
	Southbound	U-Turn	17	1	6%	17	1	6%	1.00%	18	0	18	0.0%	Out	0	18	
		Left	1	0	0%	1	0	0%		1	0	1	0.0%	Out	0	1	
		Through	7	1	14%	7	1	14%		7	0	7	0.0%	Out	0	7	
		Right	0	0	0%	0	0	0%		0	0	0	0	0	0		
		TMCs Collected				2021 Factored Existing Traffic				Approach Growth Rate	Background Traffic		Build-Out Traffic				Peak-Hour Factor
Intersection	Approach	Mvmnt	TMC Year	Raw Count	% Heavy Vehicle	Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles		Background Volume w/o Vested Traffic	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	
5. Timber Creek Rd at Project Driveway 1	Approach	Mvmnt	0	0	0%		0	0	0%		0	0	0	0	0	0	0
		U-Turn	0	0	0%	0	0	0%	1.00%	0	0	0	0.0%	Out	0	0	
	Eastbound	Left	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
		Right	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
	Westbound	U-Turn	0	0	0%	0	0	0%	1.00%	0	0	0	0.0%	Out	0	0	
		Left	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
		Through	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
		Right	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
	Northbound	U-Turn	0	0	0%	0	0	0%	1.00%	0	0	0	0.0%	Out	0	0	
		Left	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
		Through	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
		Right	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
	Southbound	U-Turn	0	0	0%	0	0	0%	1.00%	0	0	0	0.0%	Out	0	0	
		Left	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
		Through	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
		Right	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
		TMCs Collected				2021 Factored Existing Traffic				Approach Growth Rate	Background Traffic		Build-Out Traffic				Peak-Hour Factor
Intersection	Approach	Mvmnt	TMC Year	Raw Count	% Heavy Vehicle	Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles		Background Volume w/o Vested Traffic	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	
6. Airport Rd at Project Driveway 2	Approach	Mvmnt	0	0	0%		0	0	0%		0	0	0	0	0	0	0
		U-Turn	0	0	0%	0	0	0%	1.00%	0	0	0	0.0%	Out	0	0	
	Eastbound	Left	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
		Right	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
	Westbound	U-Turn	0	0	0%	0	0	0%	1.00%	0	0	0	0.0%	Out	0	0	
		Left	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
		Through	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
		Right	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
	Northbound	U-Turn	0	0	0%	0	0	0%	1.00%	0	0	0	0.0%	Out	0	0	
		Left	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
		Through	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
		Right	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
	Southbound	U-Turn	0	0	0%	0	0	0%	1.00%	0	0	0	0.0%	Out	0	0	
		Left	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
		Through	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	
		Right	0	0	0%	0	0	0%		0	0	0	0.0%	Out	0	0	

APPENDIX D

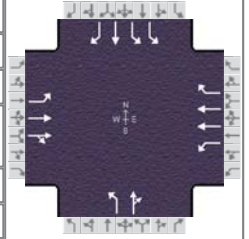
Intersections HCS Summary Sheets - Existing Conditions

HCS7 Signalized Intersection Results Summary

8.B.c

General Information

Agency	LTG, Inc.			Duration, h	0.250
Analyst	BNH	Analysis Date	9/17/2021	Area Type	Other
Jurisdiction	Volusia County	Time Period	A.M. Peak Existing	PHF	0.94
Urban Street	SR 40	Analysis Year	2021	Analysis Period	1> 7:00
Intersection	SR 40 & Tymber Creek Rd	File Name	1- SR 40 & Tymber Creek Rd AM.xus		
Project Description	Tattersall at Tymber Creek				



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	40	566	27	74	316	415	35	45	56	523	51	66

Signal Information

Cycle, s	160.0	Reference Phase	2											
Offset, s	0	Reference Point	End											
Uncoordinated	No	Simult. Gap E/W	On											
Force Mode	Fixed	Simult. Gap N/S	On											
				Green	5.2	4.1	74.7	11.3	31.0	0.0	1	2	3	4
				Yellow	5.2	0.0	5.2	4.0	4.0	0.0	5	6	7	8
				Red	4.5	0.0	2.0	4.7	4.2	0.0				

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2		4		8
Case Number	2.0	4.0	2.0	3.0		10.0		9.0
Phase Duration, s	14.9	81.9	18.9	85.9		20.0		39.2
Change Period, ($Y+R_c$), s	9.7	7.2	9.1	7.2		8.7		8.7
Max Allow Headway (MAH), s	5.0	0.0	5.0	0.0		5.3		5.1
Queue Clearance Time (g_s), s	6.0		9.9			12.9		26.8
Green Extension Time (g_e), s	0.1	0.0	0.2	0.0		0.0		3.7
Phase Call Probability	0.85		0.97			1.00		1.00
Max Out Probability	0.00		0.00			1.00		0.14

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	43	318	313	79	336	441	37	107		556	54	70
Adjusted Saturation Flow Rate (s), veh/h/ln	1697	1856	1825	1570	1752	1598	1527	1579		1730	1693	1497
Queue Service Time (g_s), s	4.0	17.6	17.7	7.9	8.6	31.0	3.7	10.9		24.8	4.3	6.4
Cycle Queue Clearance Time (g_c), s	4.0	17.6	17.7	7.9	8.6	31.0	3.7	10.9		24.8	4.3	6.4
Green Ratio (g/C)	0.03	0.47	0.47	0.06	0.49	0.49	0.07	0.07		0.19	0.19	0.19
Capacity (c), veh/h	55	866	852	96	1725	786	108	112		660	323	286
Volume-to-Capacity Ratio (X)	0.779	0.367	0.368	0.817	0.195	0.562	0.345	0.963		0.843	0.168	0.246
Back of Queue (Q), ft/ln (95 th percentile)	102.3	321	310.2	188.8	164.8	448.2	80.8	298.2		430.5	93	118.2
Back of Queue (Q), veh/ln (95 th percentile)	3.8	12.5	12.4	6.6	6.4	17.8	2.8	11.0		16.9	3.3	4.4
Queue Storage Ratio (RQ) (95 th percentile)	0.23	0.00	0.00	0.45	0.00	0.99	0.00	0.00		0.77	0.00	0.50
Uniform Delay (d_1), s/veh	76.9	27.5	27.5	74.2	22.8	28.5	70.8	74.1		62.4	54.1	55.0
Incremental Delay (d_2), s/veh	27.9	1.2	1.2	20.6	0.3	2.9	2.7	73.6		6.4	0.3	0.6
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	104.8	28.7	28.7	94.8	23.1	31.4	73.5	147.8		68.9	54.5	55.6
Level of Service (LOS)	F	C	C	F	C	C	E	F		E	D	E
Approach Delay, s/veh / LOS	33.5		C	34.0		C	128.7		F	66.4		E
Intersection Delay, s/veh / LOS	49.0						D					

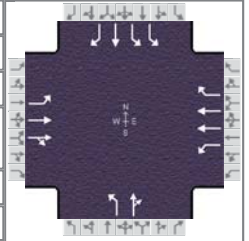
Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	1.92		B	2.28		B	2.47		B	2.34		B
Bicycle LOS Score / LOS	1.04		A	1.19		A	0.73		A	1.61		B

HCS7 Signalized Intersection Results Summary

8.B.c

General Information				Intersection Information	
Agency	LTG, Inc.			Duration, h	0.250
Analyst	BNH	Analysis Date	9/17/2021	Area Type	Other
Jurisdiction	Volusia County	Time Period	P.M. Peak Existing	PHF	0.95
Urban Street	SR 40	Analysis Year	2021	Analysis Period	1> 7:00
Intersection	SR 40 & Tymber Creek Rd	File Name	1.1- SR 40 & Tymber Creek Rd PM.xus		
Project Description	Tattersall at Tymber Creek				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	45	768	26	70	642	275	36	28	75	313	75	42

Signal Information										
Cycle, s	170.0	Reference Phase	2							
Offset, s	0	Reference Point	End							
Uncoordinated	No	Simult. Gap E/W	On							
Force Mode	Fixed	Simult. Gap N/S	On							

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2		4		8
Case Number	2.0	4.0	2.0	3.0		10.0		9.0
Phase Duration, s	16.0	103.3	18.1	105.4		20.0		28.6
Change Period, ($Y+R_c$), s	9.7	7.2	9.1	7.2		8.7		8.2
Max Allow Headway (MAH), s	5.0	0.0	5.0	0.0		5.3		5.1
Queue Clearance Time (g_s), s	6.9		9.0			13.3		17.9
Green Extension Time (g_e), s	0.1	0.0	0.2	0.0		0.0		2.6
Phase Call Probability	0.89		0.97			1.00		1.00
Max Out Probability	0.00		0.00			1.00		0.01

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	47	420	415	74	676	289	38	108		329	79	44
Adjusted Saturation Flow Rate (s), veh/h/ln	1626	1870	1848	1767	1766	1572	1612	1536		1716	1856	1459
Queue Service Time (g_s), s	4.9	21.4	21.4	7.0	17.0	16.2	3.8	11.3		15.9	6.6	4.7
Cycle Queue Clearance Time (g_c), s	4.9	21.4	21.4	7.0	17.0	16.2	3.8	11.3		15.9	6.6	4.7
Green Ratio (g/C)	0.04	0.57	0.57	0.05	0.58	0.58	0.07	0.07		0.12	0.12	0.12
Capacity (c), veh/h	60	1057	1045	93	2040	908	107	102		413	223	175
Volume-to-Capacity Ratio (X)	0.788	0.398	0.398	0.791	0.331	0.319	0.354	1.062		0.799	0.354	0.252
Back of Queue (Q), ft/ln (95 th percentile)	123.3	366.1	357.4	167.4	286	255.6	84.2	334		298.8	149.1	88.4
Back of Queue (Q), veh/ln (95 th percentile)	4.5	14.4	14.3	6.5	11.2	10.0	3.0	12.3		11.7	5.8	3.2
Queue Storage Ratio (RQ) (95 th percentile)	0.27	0.00	0.00	0.40	0.00	0.56	0.00	0.00		0.53	0.00	0.38
Uniform Delay (d_1), s/veh	81.2	20.7	20.7	79.6	18.8	18.6	75.9	79.4		72.8	68.7	67.8
Incremental Delay (d_2), s/veh	26.7	1.1	1.1	18.8	0.4	0.9	2.8	106.8		5.0	1.4	1.1
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	107.9	21.8	21.9	98.4	19.2	19.5	78.7	186.2		77.8	70.1	68.9
Level of Service (LOS)	F	C	C	F	B	B	E	F		E	E	E
Approach Delay, s/veh / LOS	26.5		C	24.9		C	158.3		F	75.6		E
Intersection Delay, s/veh / LOS	42.3						D					

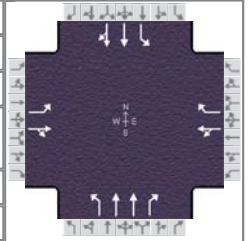
Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.91	B	2.27	B	2.48	B	2.34	B
Bicycle LOS Score / LOS	1.22	A	1.34	A	0.73	A	1.23	A

HCS7 Signalized Intersection Results Summary

8.B.c

General Information

Agency	LTG, Inc.			Duration, h	0.250
Analyst	BNH	Analysis Date	9/17/2021	Area Type	Other
Jurisdiction	Volusia County	Time Period	A.M. Peak Existing	PHF	0.87
Urban Street	Tymber Creek Rd	Analysis Year	2021	Analysis Period	1> 7:00
Intersection	Tymber Creek Rd & Ty...	File Name	2- Tymber Creek Rd & Tymber Run AM.xus		
Project Description	Tattersall at Tymber Creek				



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	74	8	94	101	15	76	67	223	87	78	442	79

Signal Information

Cycle, s	46.9	Reference Phase	2								
Offset, s	0	Reference Point	End								
Uncoordinated	Yes	Simult. Gap E/W	On	Green	19.3	13.1	0.0	0.0	0.0	0.0	
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	5.0	4.0	0.0	0.0	0.0	0.0	
				Red	2.5	3.0	0.0	0.0	0.0	0.0	

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8		2		6
Case Number		6.0		7.0		5.0		6.0
Phase Duration, s		20.1		20.1		26.8		26.8
Change Period, ($Y+R_c$), s		7.0		7.0		7.5		7.5
Max Allow Headway (MAH), s		4.2		4.2		5.2		5.2
Queue Clearance Time (g_s), s		12.3		9.4		10.7		7.4
Green Extension Time (g_e), s		1.4		1.5		8.8		8.8
Phase Call Probability		1.00		1.00		1.00		1.00
Max Out Probability		0.00		0.00		0.00		0.00

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	85	117			133	87	77	256	100	90	306	292
Adjusted Saturation Flow Rate (s), veh/h/ln	1362	1464			958	1472	794	1738	1535	1114	1856	1757
Queue Service Time (g_s), s	2.7	2.9			3.9	2.1	3.5	2.1	1.9	2.5	5.3	5.4
Cycle Queue Clearance Time (g_c), s	10.3	2.9			7.4	2.1	8.7	2.1	1.9	4.7	5.3	5.4
Green Ratio (g/C)	0.28	0.28			0.28	0.28	0.41	0.41	0.41	0.41	0.41	0.41
Capacity (c), veh/h	301	396			405	398	396	1445	638	568	771	730
Volume-to-Capacity Ratio (X)	0.282	0.296			0.329	0.220	0.194	0.177	0.157	0.158	0.397	0.400
Back of Queue (Q), ft/ln (95 th percentile)	36.4	40.2			51	28.8	24.2	27.5	22.3	22.7	74.7	69.9
Back of Queue (Q), veh/ln (95 th percentile)	1.4	1.5			1.9	1.1	0.9	1.1	0.8	0.9	2.9	2.8
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00			0.00	0.00	0.11	0.00	0.09	0.11	0.00	0.00
Uniform Delay (d_1), s/veh	19.6	13.4			16.1	13.1	12.4	8.5	8.4	10.0	9.4	9.5
Incremental Delay (d_2), s/veh	0.5	0.4			0.5	0.3	0.3	0.1	0.2	0.2	0.5	0.5
Initial Queue Delay (d_3), s/veh	0.0	0.0			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	20.1	13.8			16.6	13.3	12.8	8.6	8.6	10.2	9.9	10.0
Level of Service (LOS)	C	B			B	B	B	A	A	B	A	A
Approach Delay, s/veh / LOS	16.5	B		15.3	B		9.3	A		10.0	A	
Intersection Delay, s/veh / LOS	11.4						B					

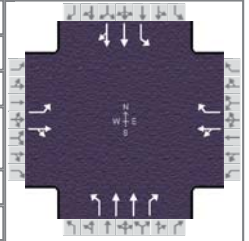
Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.41	B		2.26	B		1.88	B		1.88	B	
Bicycle LOS Score / LOS	0.82	A		0.85	A		0.85	A		1.06	A	

HCS7 Signalized Intersection Results Summary

8.B.c

General Information					Intersection Information	
Agency	LTG, Inc.			Duration, h	0.250	
Analyst	BNH		Analysis Date	9/17/2021	Area Type	Other
Jurisdiction	Volusia County		Time Period	P.M. Peak Existing	PHF	0.90
Urban Street	Tymber Creek Rd		Analysis Year	2021	Analysis Period	1> 7:00
Intersection	Tymber Creek Rd & Ty...		File Name	2.1- Tymber Creek Rd & Tymber Run PM.xus		
Project Description	Tattersall at Tymber Creek					



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	131	21	97	98	16	84	79	311	83	99	220	97

Signal Information											
Cycle, s	44.6	Reference Phase	2								
Offset, s	0	Reference Point	End								
Uncoordinated	Yes	Simult. Gap E/W	On	Green	16.1	14.0	0.0	0.0	0.0	0.0	
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	5.0	4.0	0.0	0.0	0.0	0.0	
				Red	2.5	3.0	0.0	0.0	0.0	0.0	

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8		2		6
Case Number		6.0		7.0		5.0		6.0
Phase Duration, s		21.0		21.0		23.6		23.6
Change Period, ($Y+R_c$), s		7.0		7.0		7.5		7.5
Max Allow Headway (MAH), s		4.2		4.2		5.2		5.2
Queue Clearance Time (g_s), s		13.2		8.9		7.9		8.7
Green Extension Time (g_e), s		1.7		1.8		7.5		7.5
Phase Call Probability		1.00		1.00		1.00		1.00
Max Out Probability		0.01		0.00		0.00		0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	146	131			127	93	88	346	92	110	182	170
Adjusted Saturation Flow Rate (s), veh/h/ln	1395	1591			929	1510	1037	1752	1585	1002	1856	1666
Queue Service Time (g_s), s	4.4	2.7			3.5	2.0	2.8	3.0	1.7	3.8	3.0	3.1
Cycle Queue Clearance Time (g_c), s	11.2	2.7			6.9	2.0	5.9	3.0	1.7	6.7	3.0	3.1
Green Ratio (g/C)	0.31	0.31			0.31	0.31	0.36	0.36	0.36	0.36	0.36	0.36
Capacity (c), veh/h	364	478			433	454	473	1285	581	466	680	611
Volume-to-Capacity Ratio (X)	0.400	0.274			0.293	0.206	0.185	0.269	0.159	0.236	0.267	0.279
Back of Queue (Q), ft/ln (95 th percentile)	55.5	36.1			43.6	25.8	24.1	39.8	20.6	32.2	42.5	39.4
Back of Queue (Q), veh/ln (95 th percentile)	2.2	1.4			1.6	1.0	1.0	1.5	0.8	1.2	1.7	1.6
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00			0.00	0.00	0.11	0.00	0.08	0.15	0.00	0.00
Uniform Delay (d_1), s/veh	17.9	11.6			14.1	11.4	11.8	9.7	9.3	12.0	9.7	9.7
Incremental Delay (d_2), s/veh	0.7	0.3			0.4	0.2	0.3	0.2	0.2	0.4	0.3	0.4
Initial Queue Delay (d_3), s/veh	0.0	0.0			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	18.6	11.9			14.4	11.6	12.0	9.9	9.5	12.4	10.0	10.1
Level of Service (LOS)	B	B			B	B	B	A	A	B	A	B
Approach Delay, s/veh / LOS	15.4	B		13.2	B		10.1	B		10.6	B	
Intersection Delay, s/veh / LOS	11.7						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.40	B	2.25	B	1.89	B	1.89	B
Bicycle LOS Score / LOS	0.94	A	0.85	A	0.92	A	0.87	A

HCS7 Signalized Intersection Results Summary

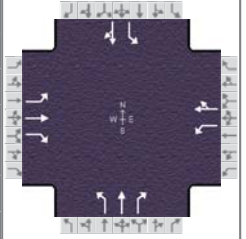
8.B.c

General Information

Agency	LTG, Inc.
Analyst	BNH
Jurisdiction	Volusia County
Urban Street	Tymber Creek Rd
Intersection	Tymber Creek Rd & Airp...
Project Description	Tattersall at Tymber Creek

Intersection Information

Duration, h	0.250
Area Type	Other
PHF	0.86
Analysis Period	1> 7:00
File Name	3- Tymber Creek Rd & Airport Rd AM.xus



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	67	97	371	194	43	38	170	78	163	64	106	46

Signal Information

Cycle, s	89.4	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		8	7	4	1	6		2
Case Number		5.3	1.0	4.0	1.0	3.0		6.3
Phase Duration, s		32.5	17.7	50.2	18.4	39.3		20.9
Change Period, ($Y+R_c$), s		7.5	7.5	7.5	8.0	8.0		8.0
Max Allow Headway (MAH), s		4.2	4.1	4.2	4.1	4.2		4.2
Queue Clearance Time (g_s), s		25.8	9.7	4.7	10.0	9.9		10.9
Green Extension Time (g_e), s		0.0	0.5	2.8	0.4	2.0		2.0
Phase Call Probability		1.00	1.00	1.00	0.99	1.00		1.00
Max Out Probability		1.00	0.02	0.01	0.01	0.00		0.00

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (v), veh/h	78	113	431	226	94		198	91	190	74	177	
Adjusted Saturation Flow Rate (s), veh/h/ln	1291	1885	1598	1767	1725		1781	1826	1585	1223	1703	
Queue Service Time (g_s), s	4.1	4.1	23.8	7.7	2.7		8.0	3.0	7.9	5.0	8.9	
Cycle Queue Clearance Time (g_c), s	4.2	4.1	23.8	7.7	2.7		8.0	3.0	7.9	5.0	8.9	
Green Ratio (g/C)	0.28	0.28	0.28	0.42	0.48		0.28	0.35	0.35	0.14	0.14	
Capacity (c), veh/h	441	527	446	577	823		342	639	555	257	246	
Volume-to-Capacity Ratio (X)	0.177	0.214	0.966	0.391	0.115		0.577	0.142	0.342	0.289	0.718	
Back of Queue (Q), ft/ln (95 th percentile)	56.7	80.6	470.8	136	44.6		153.3	58.1	128.7	71.1	180.6	
Back of Queue (Q), veh/ln (95 th percentile)	2.2	3.2	18.7	5.3	1.8		6.0	2.2	5.1	2.6	6.8	
Queue Storage Ratio (RQ) (95 th percentile)	0.26	0.00	2.14	0.51	0.00		0.41	0.00	0.47	0.32	0.00	
Uniform Delay (d_1), s/veh	24.7	24.7	31.8	17.8	12.9		26.7	19.9	21.5	34.9	36.5	
Incremental Delay (d_2), s/veh	0.2	0.2	33.9	0.4	0.1		1.5	0.1	0.4	0.6	3.9	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Control Delay (d), s/veh	24.9	24.9	65.7	18.2	13.0		28.2	20.0	21.8	35.5	40.4	
Level of Service (LOS)	C	C	E	B	B		C	B	C	D	D	
Approach Delay, s/veh / LOS	53.2		D	16.7		B	24.1		C	39.0		D
Intersection Delay, s/veh / LOS	35.8						D					

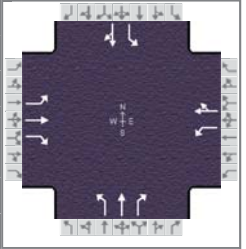
Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.11		B	1.90		B	1.92		B	2.13		B
Bicycle LOS Score / LOS	1.51		B	1.02		A	1.28		A	0.90		A

HCS7 Signalized Intersection Results Summary

8.B.c

General Information				Intersection Information		
Agency	LTG, Inc.			Duration, h	0.250	
Analyst	BNH	Analysis Date	9/17/2021	Area Type	Other	
Jurisdiction	Volusia County	Time Period	P.M. Existing	PHF	0.95	
Urban Street	Tymber Creek Rd	Analysis Year	2021	Analysis Period	1> 7:00	
Intersection	Tymber Creek Rd & Airp...	File Name	3.1- Tymber Creek Rd & Airport Rd PM.xus			
Project Description	Tattersall at Tymber Creek					



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	20	47	70	176	77	67	123	187	203	49	110	55

Signal Information													
Cycle, s	62.7	Reference Phase	2										
Offset, s	0	Reference Point	End										
Uncoordinated	Yes	Simult. Gap E/W	On	Green	5.1	12.0	7.6	7.0	0.0	0.0			
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.5	4.5	4.0	4.0	0.0	0.0			
				Red	3.5	3.5	3.5	3.5	0.0	0.0			

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		8	7	4	1	6		2
Case Number		5.3	1.0	4.0	1.0	3.0		6.3
Phase Duration, s		14.5	15.1	29.6	13.1	33.1		20.0
Change Period, ($Y+R_c$), s		7.5	7.5	7.5	8.0	8.0		8.0
Max Allow Headway (MAH), s		4.2	4.1	4.2	4.1	4.2		4.2
Queue Clearance Time (g_s), s		4.7	7.5	6.0	5.4	7.9		7.5
Green Extension Time (g_e), s		1.0	0.4	1.0	0.3	2.4		2.4
Phase Call Probability		0.99	0.96	1.00	0.90	1.00		1.00
Max Out Probability		0.00	0.00	0.00	0.00	0.00		0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (v), veh/h	21	49	74	185	152		129	197	214	52	174	
Adjusted Saturation Flow Rate (s), veh/h/ln	1157	1870	1598	1753	1698		1781	1856	1585	1167	1778	
Queue Service Time (g_s), s	1.0	1.5	2.7	5.5	4.0		3.4	4.5	5.9	2.3	5.5	
Cycle Queue Clearance Time (g_c), s	1.0	1.5	2.7	5.5	4.0		3.4	4.5	5.9	2.3	5.5	
Green Ratio (g/C)	0.11	0.11	0.11	0.26	0.35		0.31	0.40	0.40	0.19	0.19	
Capacity (c), veh/h	243	208	177	443	598		387	744	635	338	341	
Volume-to-Capacity Ratio (X)	0.087	0.238	0.415	0.418	0.254		0.335	0.265	0.336	0.152	0.510	
Back of Queue (Q), ft/ln (95 th percentile)	13.1	29.7	46	94.4	63.1		58.1	73.6	82.3	27.8	98.7	
Back of Queue (Q), veh/ln (95 th percentile)	0.5	1.2	1.8	3.7	2.4		2.3	2.9	3.2	1.1	3.9	
Queue Storage Ratio (RQ) (95 th percentile)	0.06	0.00	0.21	0.35	0.00		0.15	0.00	0.30	0.12	0.00	
Uniform Delay (d_1), s/veh	25.2	25.5	26.0	19.1	14.5		16.8	12.6	13.0	21.4	22.7	
Incremental Delay (d_2), s/veh	0.2	0.6	1.5	0.6	0.2		0.5	0.2	0.3	0.2	1.2	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Control Delay (d), s/veh	25.4	26.0	27.5	19.7	14.7		17.3	12.8	13.3	21.7	23.9	
Level of Service (LOS)	C	C	C	B	B		B	B	B	C	C	
Approach Delay, s/veh / LOS	26.7	C		17.5	B		14.1	B		23.4	C	
Intersection Delay, s/veh / LOS	18.1						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.12	B	1.90	B	1.89	B	2.11	B
Bicycle LOS Score / LOS	0.73	A	1.04	A	1.38	A	0.86	A

HCS7 Two-Way Stop-Control Report

8.B.c

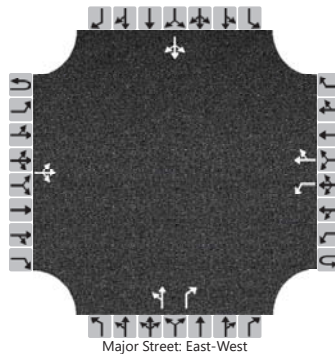
General Information

Analyst	BNH
Agency/Co.	LTG, Inc.
Date Performed	9/16/2021
Analysis Year	2021
Time Analyzed	A.M. Peak Existing
Intersection Orientation	East-West
Project Description	Tattersall at Tymber Creek

Site Information

Intersection	Airport Rd & Leeway Trl
Jurisdiction	Volusia County
East/West Street	Airport Rd
North/South Street	Leeway Trail
Peak Hour Factor	0.79
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	1	1	0		0	1	1		0	1	0
Configuration			LTR			L		TR		LT		R			LTR	
Volume (veh/h)		5	235	111		169	93	11		72	6	270		38	6	13
Percent Heavy Vehicles (%)		1				1				1	1	1		1	1	15
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized									No							
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.11				4.11				7.11	6.51	6.21		7.11	6.51	6.35
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.21				2.21				3.51	4.01	3.31		3.51	4.01	3.44

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		6				214				99		342			72	
Capacity, c (veh/h)		1460				1127				198		680			106	
v/c Ratio		0.00				0.19				0.50		0.50			0.68	
95% Queue Length, Q ₉₅ (veh)		0.0				0.7				2.5		2.8			3.5	
Control Delay (s/veh)		7.5				8.9				40.0		15.5			91.1	
Level of Service (LOS)		A				A				E		C			F	
Approach Delay (s/veh)	0.1				5.5				21.0				91.1			
Approach LOS									C				F			

HCS7 Two-Way Stop-Control Report

8.B.c

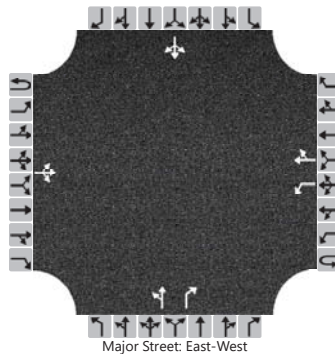
General Information

Analyst	BNH
Agency/Co.	LTG, Inc.
Date Performed	9/16/2021
Analysis Year	2021
Time Analyzed	P.M. Peak Existing
Intersection Orientation	East-West
Project Description	Tattersall at Tymber Creek

Site Information

Intersection	Airport Rd & Leeway Trl
Jurisdiction	Volusia County
East/West Street	Airport Rd
North/South Street	Leeway Trail
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	1	1	0		0	1	1		0	1	0
Configuration			LTR			L		TR		LT		R			LTR	
Volume (veh/h)		4	144	3		10	174	67		5	1	15		17	1	7
Percent Heavy Vehicles (%)		25				1				1	1	1		6	1	14
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized									No							
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.35				4.11				7.11	6.51	6.21		7.16	6.51	6.34
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.43				2.21				3.51	4.01	3.31		3.55	4.01	3.43

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		4				11				7		17			28	
Capacity, c (veh/h)		1174				1421				522		886			566	
v/c Ratio		0.00				0.01				0.01		0.02			0.05	
95% Queue Length, Q ₉₅ (veh)		0.0				0.0				0.0		0.1			0.2	
Control Delay (s/veh)		8.1				7.6				12.0		9.1			11.7	
Level of Service (LOS)		A				A				B		A			B	
Approach Delay (s/veh)	0.2				0.3				10.0				11.7			
Approach LOS									A				B			

APPENDIX E

Signal Timing Sheets

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION - DISTRICT FIVE
SR 40 - TSMO Signal Retiming
Volusia County
FIN 440412-1-32-02

Designed By:	J.M.
Date:	1/7/2019
Checked By:	R.A.A.
Date:	1/7/2019

Section	79100	Mile Post	25.565	Node	1
Sig ID	257	Controller	Econolite ASC/3-2100	System ID	17
Maj. Street	SR 40	Orientation	E-W	SOP	9
Min. Street	Tymber Creek Rd.	Orientation	N-S		

Pedestrians

Movement # (Controller Phase Ø)	1	2	3	4	5	6	7	8	Notes
Direction	EBL	WB	SB	NB	WBL	EB			
Speed Limit (mph)	50	50	40	30	50	50			
Vehicle Traversed Width	181	162	170	188	163	163			
Approach Grades	-0.4%	0.1%	0.2%	-0.8%	0.1%	-0.4%			
Ped-X (curb to curb)		112	140	136		101			
Crossing Time		32	40	39		29			
Ped-X (button to curb)		14	18	18		13			
Ped-X (button to far curb)		126	158	154		114			
Crossing Time (to far curb)		42	53	52		38			

Controller Timings (seconds)

Movement # (Controller Phase Ø)	1	2	3	4	5	6	7	8	Notes
Direction	EBL	WB	SB	NB	WBL	EB			
Turn Type	Prot		Split	Split	Prot				
Min Green	5	16	6	6	5	16			
Ext	4.0	4.0	4.0	4.0	4.0	4.0			
Yellow Change Interval	5.2	5.2	4.4	3.7	5.1	5.2			
Red Clearance Interval	4.5	2.0	4.2	4.7	4.0	2.0			
Max I	25	50	40	20	25	50			
Max II (Timing Plan 1)	12	80	42	14	14	80			
Walk		7	7	7		7			
Flashing Don't Walk		32	40	39		29			
Min Splits	15.0	47.0	56.0	55.0	15.0	44.0			
Detector Memory		ON				ON			
Det. Cross Switch.									
Recall		Min				Min			
CNA									
Coord Phase		YES				YES			

Coordination Timings (seconds)

Plan	Pattern	C-O-S	Splits								Cycle Length	Offset	Seq
AM	1		18	72	50	20	20	70	-	-	160	11	4
MIDDAY	2		18	67	45	20	23	62	-	-	150	26	3
PM	3		18	87	45	20	20	85	-	-	170	40	3

Notes

- Offset referenced to end of first through movement 2 & 6
- Phases 3 lags for all patterns
- Program Max II (Timing Plan 1) during coordination
- Program fixed force-offs
- PED recall on coord phases. Program to rest in walk

		Pattern 1		
Ring-1	2	1	4	3
Ring-2	5	6		
		Patterns 2 & 3		
Ring-1	1	2	4	3
Ring-2	5	6		

COUNTY OF VOLUSIA TRAFFIC SIGNAL TIMING SHEET

LOCATION: Tymber Creek Rd & River Chase Way
Ormond Beach

ISOLATED: ☒ X

DATE: 3/24/2015

SIGNAL #: 401

CO-ORD: ☐

Design By: M. Tobin

System #: -

Controller Timing Chart

PHASE	1	2	3	4	5	6	7	8
DIRECTION	-	NB	-	WB	-	SB	-	EB
TURN TYPE	-	-	-	-	-	-	-	-
MIN GREEN	-	11	-	7	-	11	-	7
EXTENSION	-	4	-	3	-	4	-	3
CLEARANCE	-	5.0	-	4.0	-	5.0	-	4.0
ALL RED	-	2.5	-	3.0	-	2.5	-	3.0
WALK	-	-	-	-	-	-	-	7
FDW	-	-	-	-	-	-	-	20
MAX 1	-	45	-	25	-	45	-	25
MAX 2	-	-	-	-	-	-	-	-
MAX 3	-	60	-	-	-	60	-	-
ADJUST	-	5	-	-	-	5	-	-
RECALL	-	MIN	-	-	-	MIN	-	-
DETECTOR	-	LOCK	-	LOCK	-	LOCK	-	LOCK
FLASH	-	YELLOW	-	RED	-	YELLOW	-	RED
SET	-	2	-	-	-	2	-	-
CLEAR	-	2	-	-	-	2	-	-
BASE DAY	1	2	3	4	5	6	7	
MON #1	TIME 00:01-00:00							Crosswalk Length
	PLAN FREE							P2
TUES#1	TIME 00:01-00:00							-
	PLAN FREE							P4
WED #1	TIME 00:01-00:00							-
	PLAN FREE							P6
THU #1	TIME 00:01-00:00							-
	PLAN FREE							P8
FRI #1	TIME 00:01-00:00							-
	PLAN FREE							
SAT #2	TIME 00:01-00:00							
	PLAN FREE							
SUN #3	TIME 00:01-00:00							
	PLAN FREE							
CONTROLLER TYPE	3000E	CONDITION OF OVERHEAD	OK	PROM NUMBER				
		OVERHEAD STREET NAMES	NO					
PHASES:	8Φ	ILLUMINATED STREET NAMES	YES	8216A 3.7.3	SIGNAL OWNER			
CABINET TYPE	V	PRE-EMPTION	YES	IP ADDRESS	Ormond Beach			
CABINET DATE	11/2005	PRE-EMPTION TYPE	INFRARED	-	LED	YES		

REMARKS:

2 | 4
6 | 8

COUNTY OF VOLUSIA TRAFFIC SIGNAL TIMING SHEET

LOCATION: Tymber Creek Rd & Airport Rd
Ormond Beach

ISOLATED: ☒ X

DATE: 2/20/2015

SIGNAL #: 357

CO-ORD: ☐

Design By: M. Tobin

System #: -

Controller Timing Chart

PHASE	1	2	3	4	5	6	7	8	
DIRECTION	NBL	SB	-	WB	-	NB	WBL	EB	
TURN TYPE	PERM/PROT	-	-	-	-	-	PERM/PROT	-	
MIN GREEN	5	12	-	7	-	12	5	7	
EXTENSION	3	3	-	3	-	3	3	3	
CLEARANCE	4.5	4.5	-	4.0	-	4.5	4.0	4.0	
ALL RED	3.5	3.5	-	3.5	-	3.5	3.5	3.5	
WALK	-	10	-	10	-	10	-	10	
FDW	-	15	-	20	-	15	-	20	
MAX 1	20	35	-	25	-	35	20	25	
MAX 2	-	-	-	-	-	-	-	-	
MAX 3	-	-	-	-	-	-	-	-	
ADJUST	-	-	-	-	-	-	-	-	
RECALL	-	MIN	-	-	-	MIN	-	-	
DETECTOR	NON-LOCK	LOCK	-	NON-LOCK	-	LOCK	NON-LOCK	NON-LOCK	
FLASH	-	YELLOW	-	RED	-	YELLOW	-	-	
SET	-	-	-	-	-	-	-	-	
CLEAR	-	-	-	-	-	-	-	-	
BASE DAY	1	2	3	4	5	6	7		
MON #1	TIME 00:01-00:00								Crosswalk Length
	PLAN FREE								P2
TUES#1	TIME 00:01-00:00								52 Feet
	PLAN FREE								P4
WED #1	TIME 00:01-00:00								42 Feet
	PLAN FREE								P6
THU #1	TIME 00:01-00:00								50 Feet
	PLAN FREE								P8
FRI #1	TIME 00:01-00:00								
	PLAN FREE								
SAT #2	TIME 00:01-00:00								
	PLAN FREE								
SUN #3	TIME 00:01-00:00								
	PLAN FREE								
CONTROLLER TYPE	CONDITION OF OVERHEAD		Good		PROM NUMBER		P8		
3000E	OVERHEAD STREET NAMES		NO				62 Feet		
PHASES:	8Φ	ILLUMINATED STREET NAMES		YES		8216A 3.7.3		SIGNAL OWNER ^A	
CABINET TYPE	V	PRE-EMPTION		YES		IP ADDRESS		County	
CABINET DATE	01/2006	PRE-EMPTION TYPE		INFRARED		-		LED	YES

REMARKS:

1 2 4
6 7 8

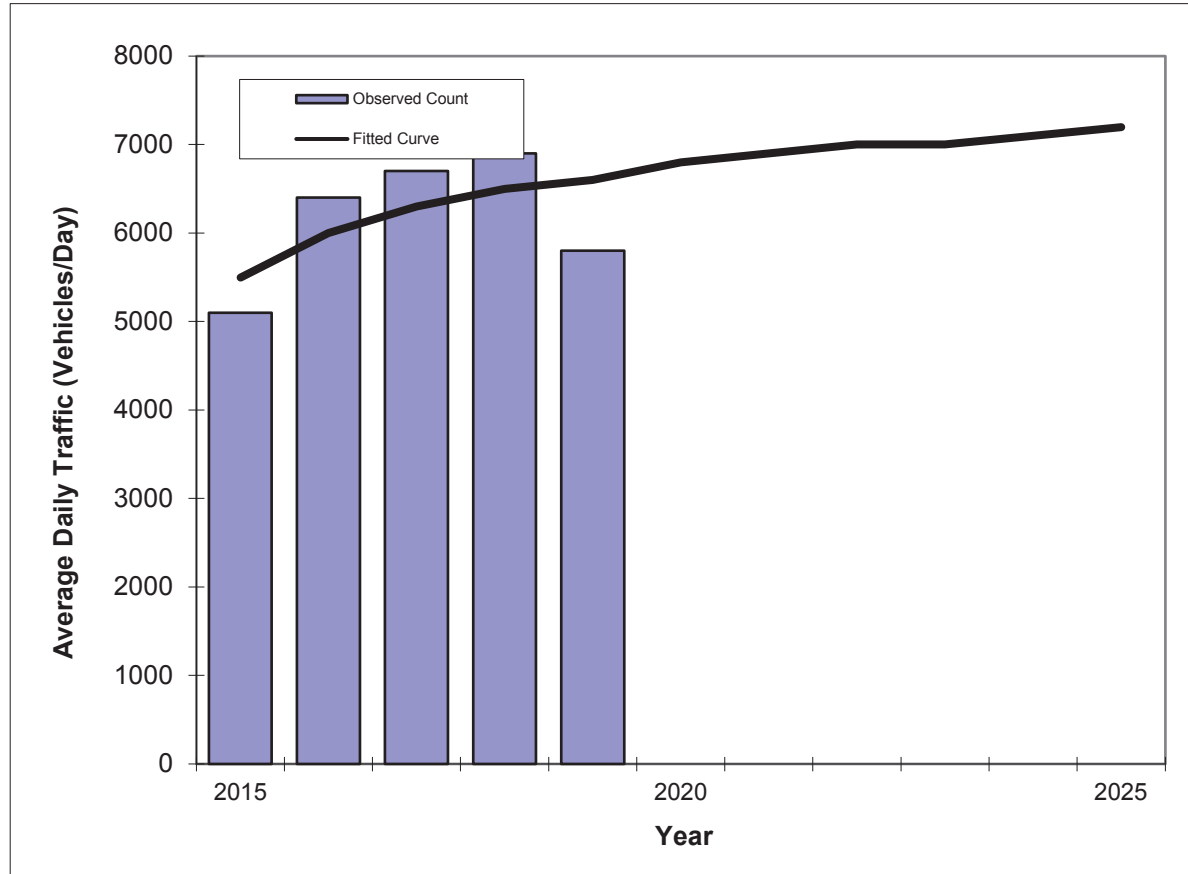
APPENDIX F

FDOT Traffic Trends

TRAFFIC TRENDS

Airport Rd -- Tymber Creek Rd to Pineland Tr

County:	Volusia
Station #:	60
Highway:	Airport Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	5100	5500
2016	6400	6000
2017	6700	6300
2018	6900	6500
2019	5800	6600
2021 Opening Year Trend		
2021	N/A	6900
2022 Mid-Year Trend		
2022	N/A	7000
2024 Design Year Trend		
2024	N/A	7100
TRANPLAN Forecasts/Trends		

Trend R-squared:	35.5%
Compounded Annual Historic Growth Rate:	3.28%
Compounded Growth Rate (2019 to Design Year):	1.52%
Printed:	9-Jun-21

Decaying Exponential Growth Option

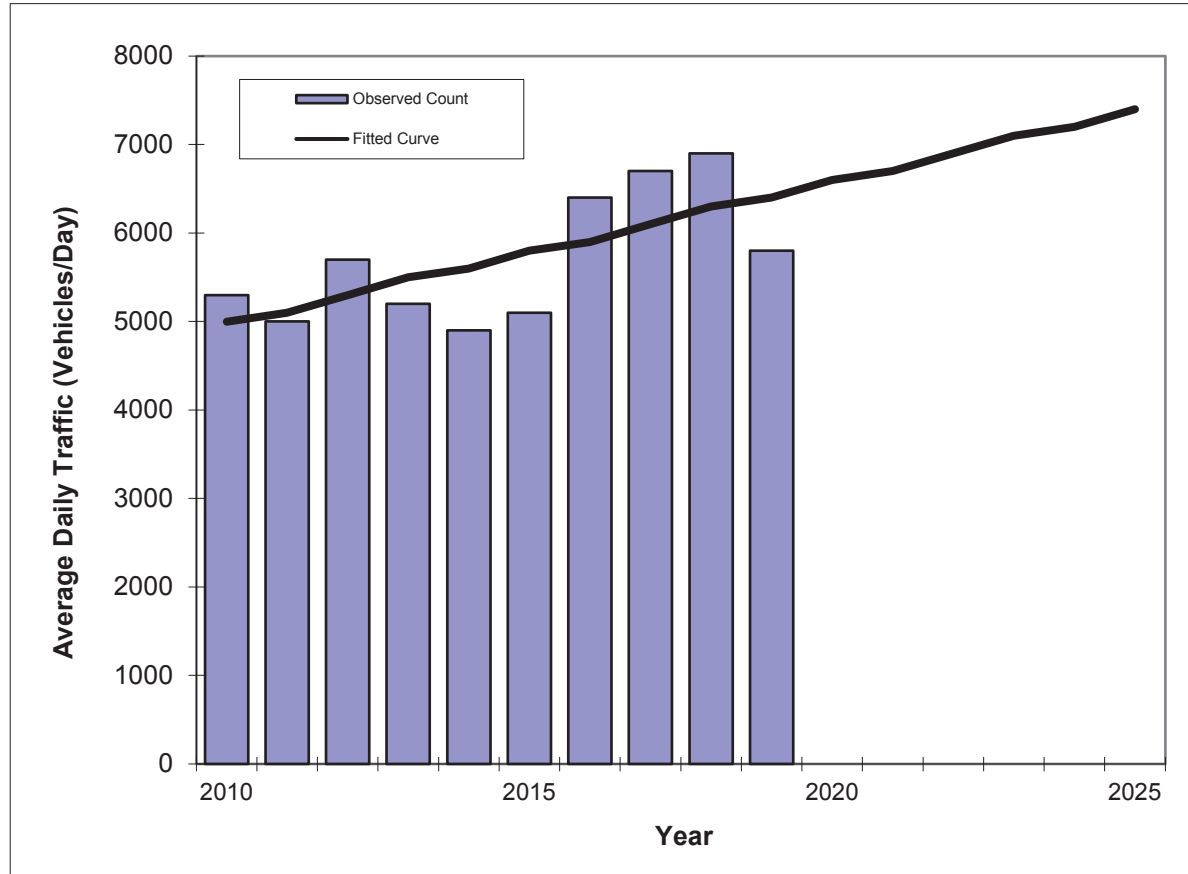
*Axle-Adjusted

TRAFFIC TRENDS

Airport Rd -- Tymber Creek Rd to Pineland Tr

County:
Station #:
Highway:

Volusia
60
Airport Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2010	5300	5000
2011	5000	5100
2012	5700	5300
2013	5200	5500
2014	4900	5600
2015	5100	5800
2016	6400	5900
2017	6700	6100
2018	6900	6300
2019	5800	6400
2021 Opening Year Trend		
2021	N/A	6700
2022 Mid-Year Trend		
2022	N/A	6900
2024 Design Year Trend		
2024	N/A	7200
TRANPLAN Forecasts/Trends		

** Annual Trend Increase: 161
 Trend R-squared: 44.3%
 Trend Annual Historic Growth Rate: 3.11%
 Trend Growth Rate (2019 to Design Year): 2.50%
 Printed: 9-Jun-21

Straight Line Growth Option

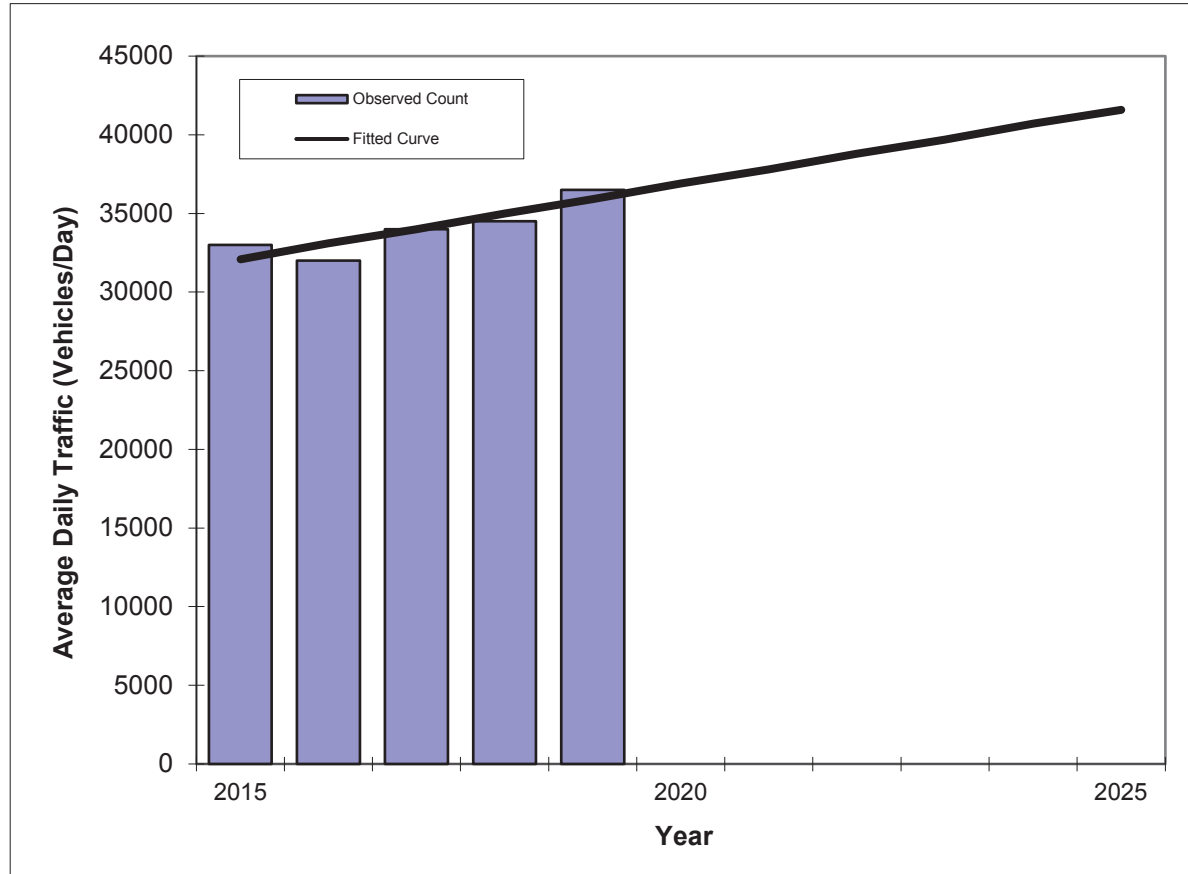
*Axle-Adjusted

TRAFFIC TRENDS

Granada Blvd -- Clyde Morris Blvd to Nova Rd

County:
Station #:
Highway:

Volusia
489
Granada Blvd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	33000	32100
2016	32000	33100
2017	34000	34000
2018	34500	35000
2019	36500	35900
2021 Opening Year Trend		
2021	N/A	37800
2022 Mid-Year Trend		
2022	N/A	38800
2024 Design Year Trend		
2024	N/A	40700
TRANPLAN Forecasts/Trends		

** Annual Trend Increase: 950
Trend R-squared: 78.5%
Trend Annual Historic Growth Rate: 2.96%
Trend Growth Rate (2019 to Design Year): 2.67%
Printed: 9-Jun-21

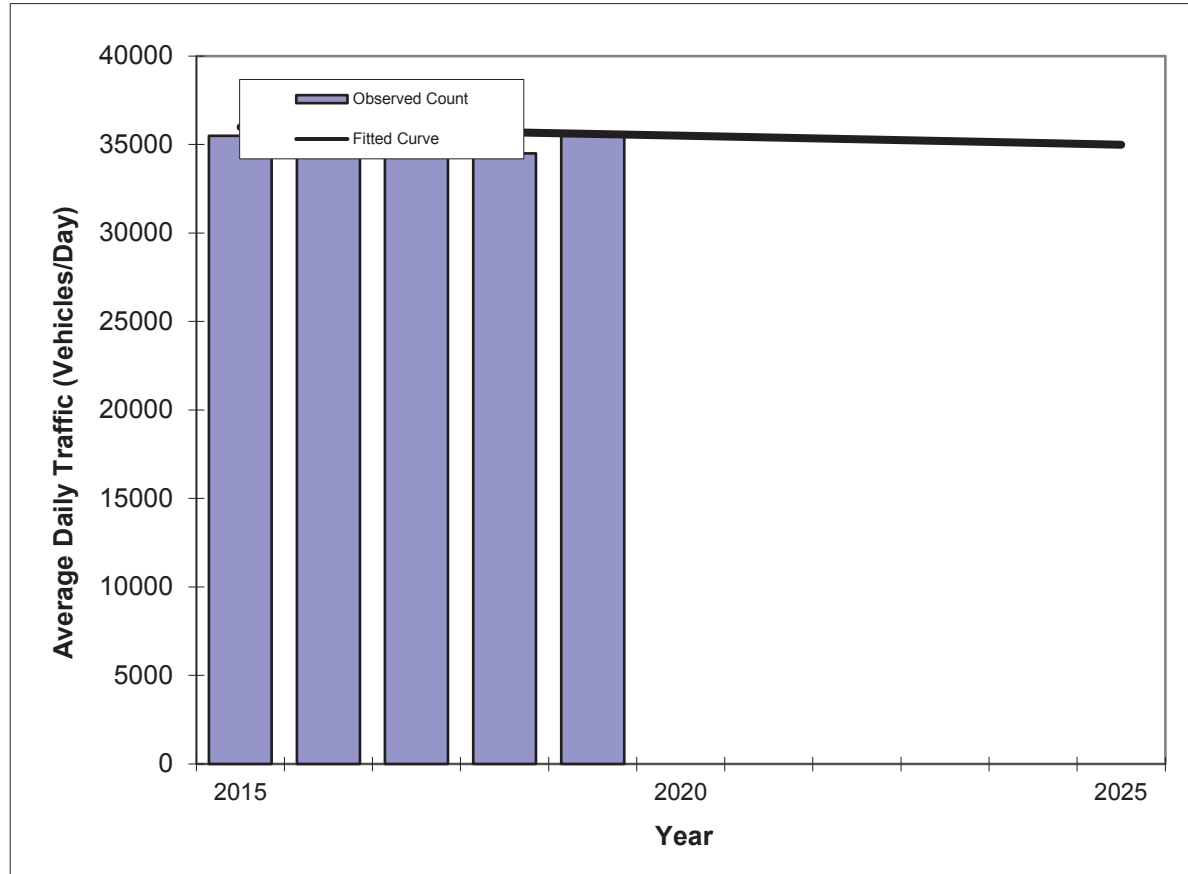
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Granada Blvd -- I-95 to Clyde Morris Blvd

County:	Volusia
Station #:	522
Highway:	Granada Blvd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	35500	36000
2016	35500	35900
2017	38000	35800
2018	34500	35700
2019	35500	35600
2021 Opening Year Trend		
2021	N/A	35400
2022 Mid-Year Trend		
2022	N/A	35300
2024 Design Year Trend		
2024	N/A	35100
TRANPLAN Forecasts/Trends		

Trend R-squared:	1.6%
Compounded Annual Historic Growth Rate:	-0.28%
Compounded Growth Rate (2019 to Design Year):	-0.28%
Printed:	9-Jun-21

Exponential Growth Option

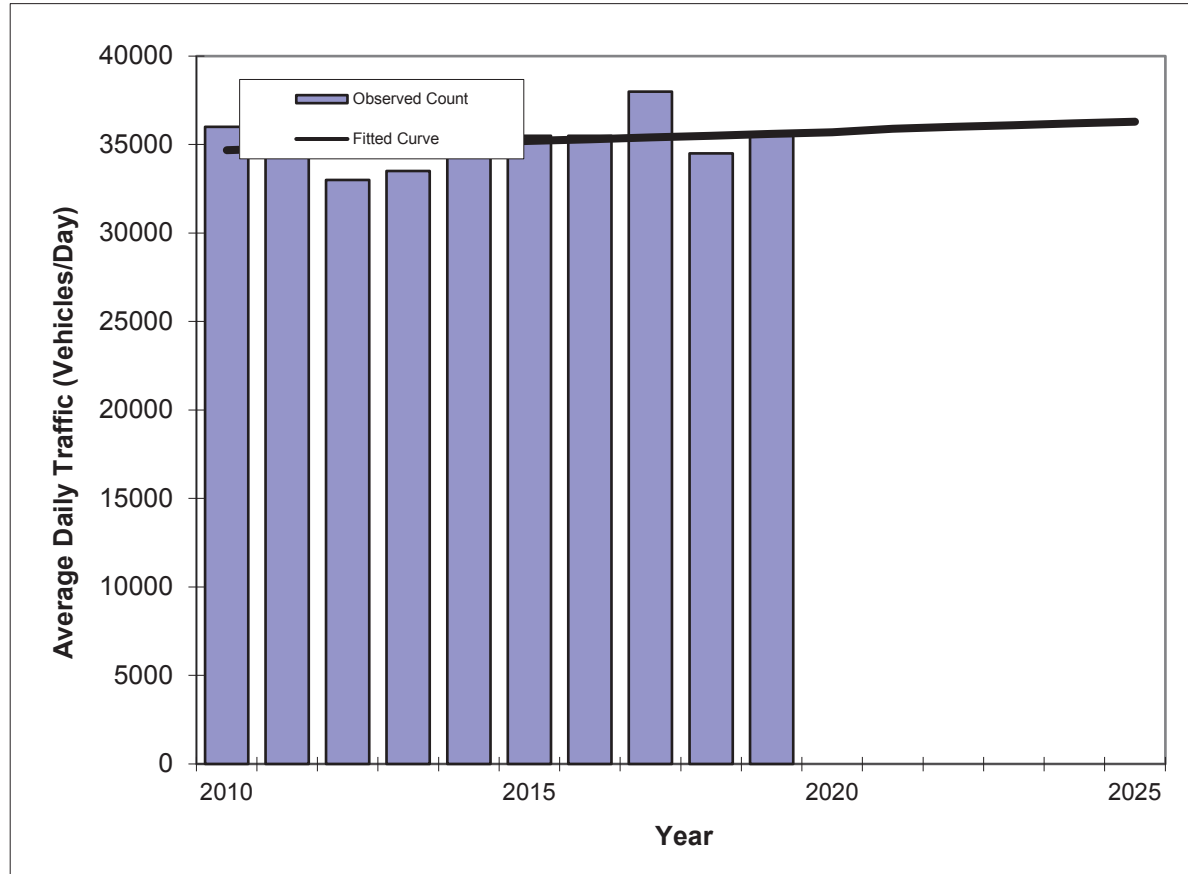
*Axle-Adjusted

TRAFFIC TRENDS

Granada Blvd -- I-95 to Clyde Morris Blvd

County:
Station #:
Highway:

Volusia
522
Granada Blvd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2010	36000	34700
2011	36000	34800
2012	33000	34900
2013	33500	35000
2014	34500	35100
2015	35500	35200
2016	35500	35300
2017	38000	35400
2018	34500	35500
2019	35500	35600
2021 Opening Year Trend		
2021	N/A	35900
2022 Mid-Year Trend		
2022	N/A	36000
2024 Design Year Trend		
2024	N/A	36200
TRANPLAN Forecasts/Trends		

Trend R-squared: 4.9%
 Compounded Annual Historic Growth Rate: 0.32%
 Compounded Growth Rate (2019 to Design Year): 0.28%
 Printed: 9-Jun-21

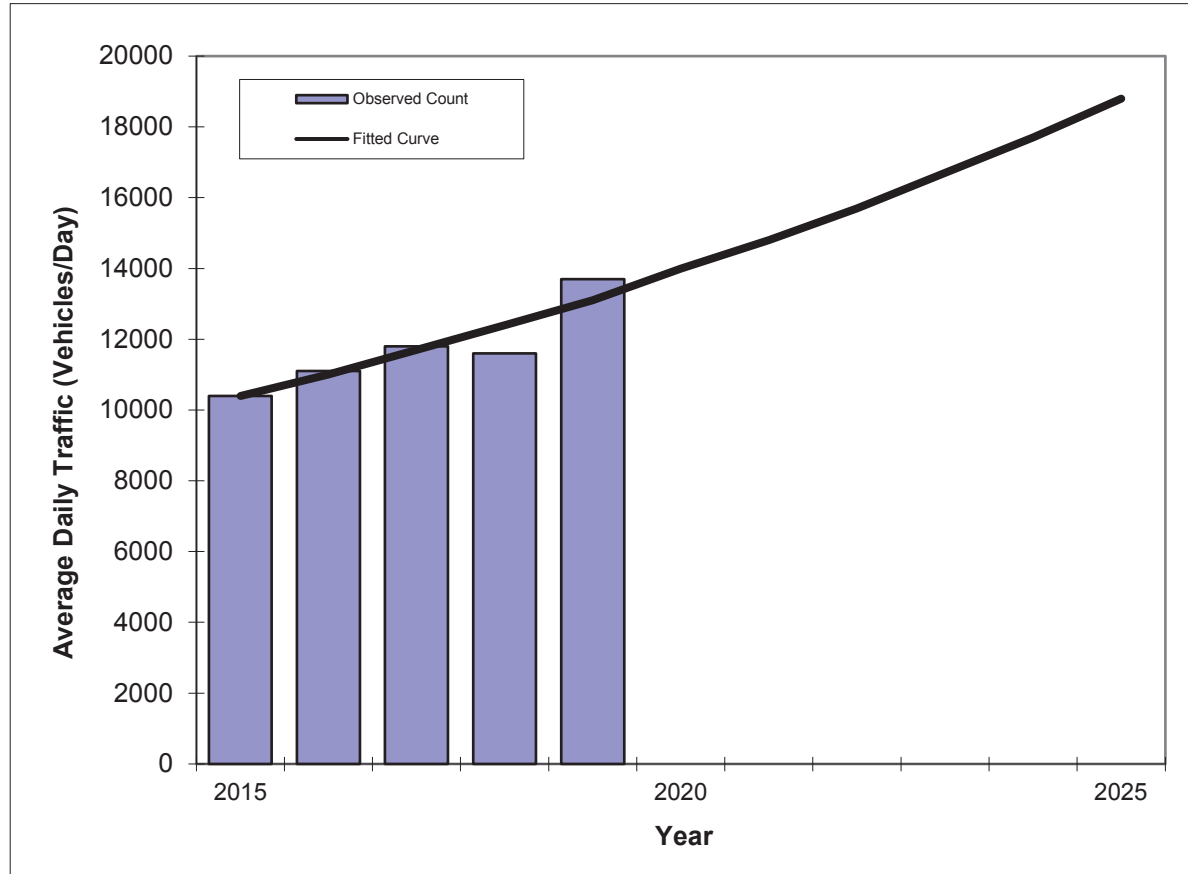
Exponential Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Granada Blvd -- Pinto Lane to Rima Ridge Rd

County:	Volusia
Station #:	523
Highway:	Granada Blvd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	10400	10400
2016	11100	11000
2017	11800	11700
2018	11600	12400
2019	13700	13100
2021 Opening Year Trend		
2021	N/A	14800
2022 Mid-Year Trend		
2022	N/A	15700
2024 Design Year Trend		
2024	N/A	17700
TRANPLAN Forecasts/Trends		

Trend R-squared:	85.0%
Compounded Annual Historic Growth Rate:	6.20%
Compounded Growth Rate (2019 to Design Year):	6.20%
Printed:	9-Jun-21

Exponential Growth Option

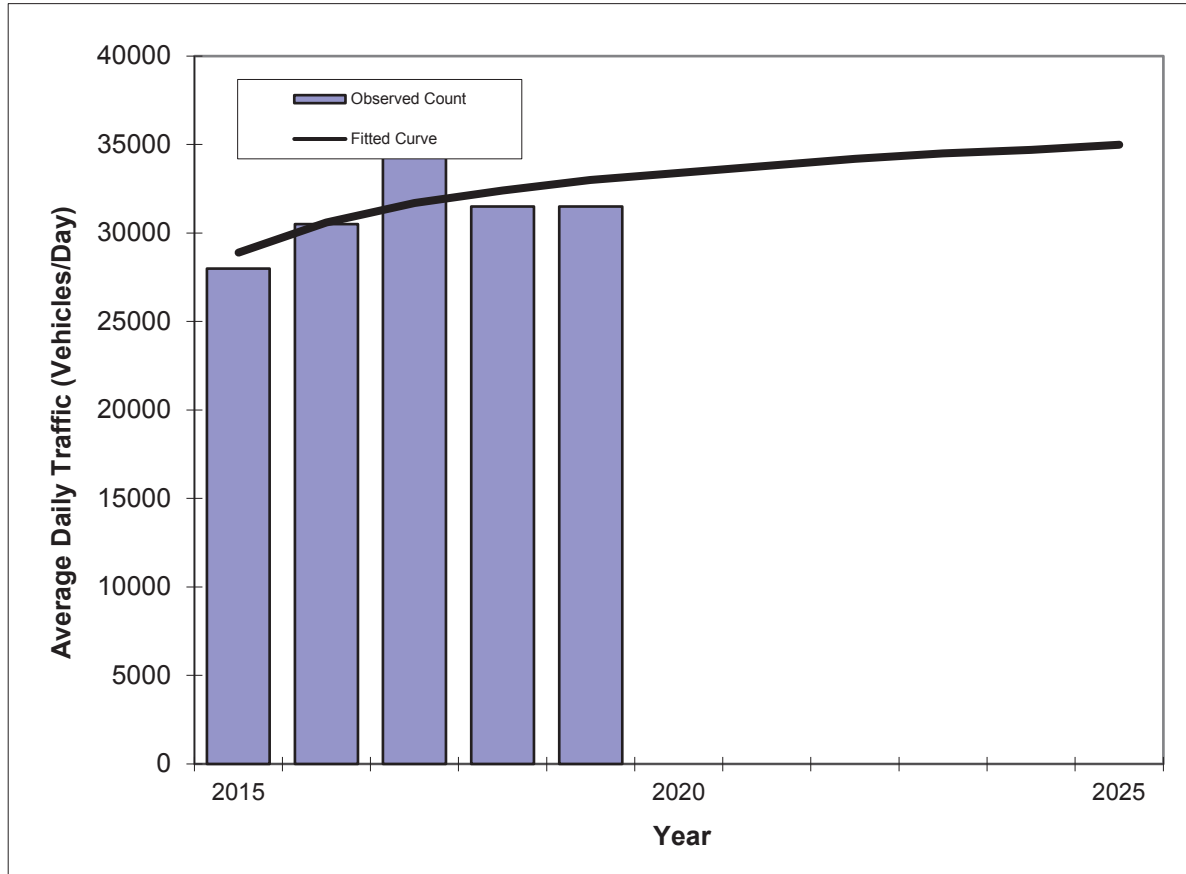
*Axle-Adjusted

TRAFFIC TRENDS

Granada Blvd -- Rima Ridge Rd to I-95

County:
Station #:
Highway:

Volusia
499
Granada Blvd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	28000	28900
2016	30500	30600
2017	35000	31700
2018	31500	32400
2019	31500	33000
2021 Opening Year Trend		
2021	N/A	33800
2022 Mid-Year Trend		
2022	N/A	34200
2024 Design Year Trend		
2024	N/A	34700
TRANPLAN Forecasts/Trends		

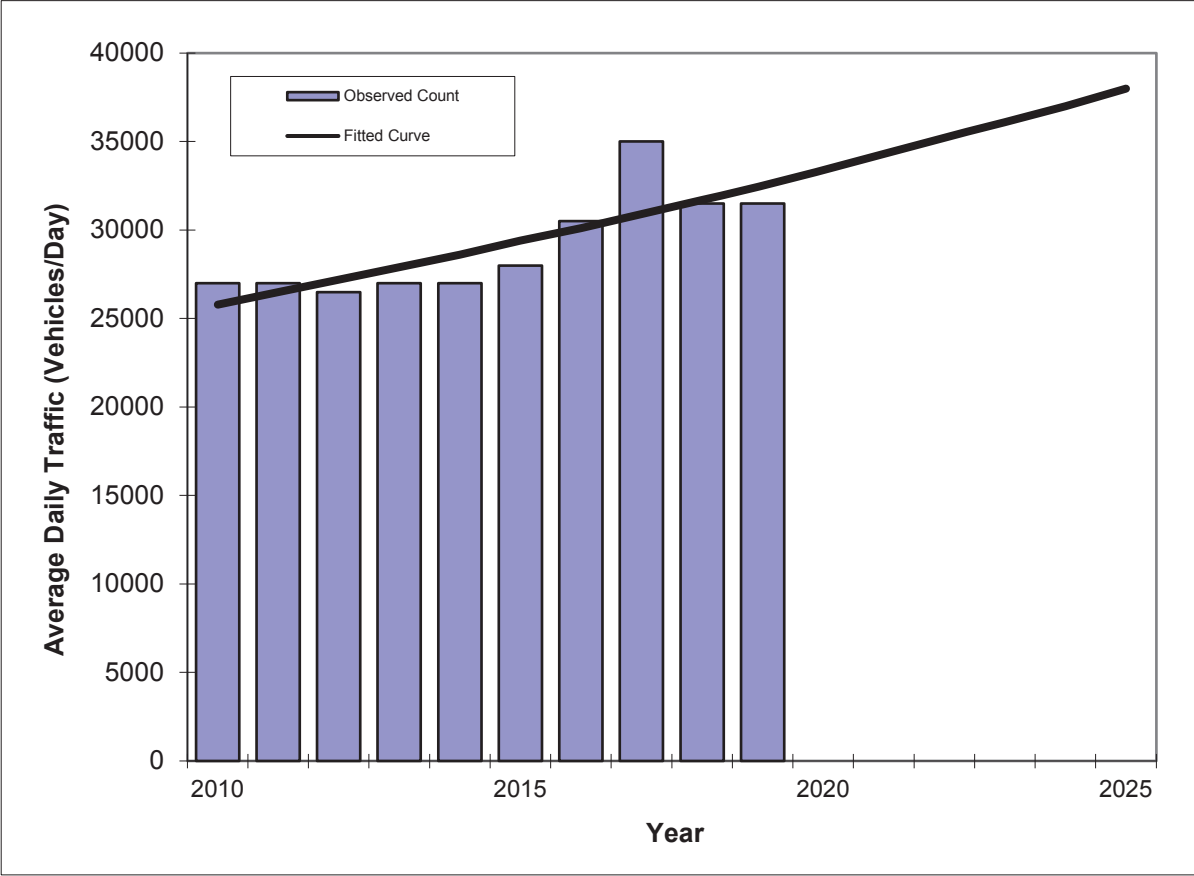
Trend R-squared: 41.3%
Compounded Annual Historic Growth Rate: 2.59%
Compounded Growth Rate (2019 to Design Year): 1.09%
Printed: 9-Jun-21

Decaying Exponential Growth Option

*Axle-Adjusted

TRAFFIC TRENDS
Granada Blvd -- Rima Ridge Rd to I-95

County:	Volusia
Station #:	499
Highway:	Granada Blvd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2010	27000	25800
2011	27000	26500
2012	26500	27200
2013	27000	27900
2014	27000	28600
2015	28000	29400
2016	30500	30100
2017	35000	30900
2018	31500	31700
2019	31500	32500
2021 Opening Year Trend		
2021	N/A	34300
2022 Mid-Year Trend		
2022	N/A	35200
2024 Design Year Trend		
2024	N/A	37000
TRANPLAN Forecasts/Trends		

Trend R-squared:	67.6%
Compounded Annual Historic Growth Rate:	2.64%
Compounded Growth Rate (2019 to Design Year):	2.63%
Printed:	9-Jun-21
Exponential Growth Option	

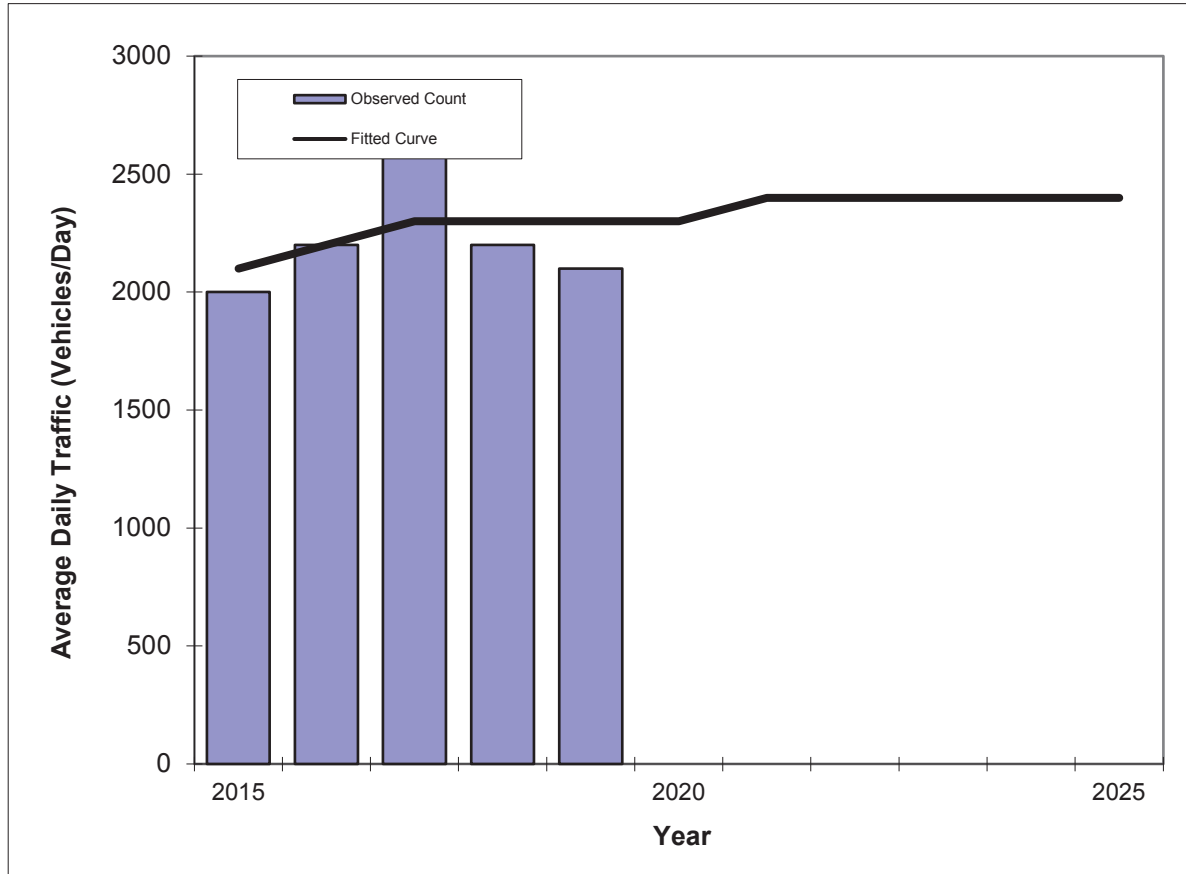
*Axle-Adjusted

TRAFFIC TRENDS

Tymber Creek Rd -- Airport Rd to Broadway Ave/US 1

County:
Station #:
Highway:

Volusia
1883
Tymber Creek Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	2000	2100
2016	2200	2200
2017	2700	2300
2018	2200	2300
2019	2100	2300
2021 Opening Year Trend		
2021	N/A	2400
2022 Mid-Year Trend		
2022	N/A	2400
2024 Design Year Trend		
2024	N/A	2400
TRANPLAN Forecasts/Trends		

Trend R-squared: 8.2%

Compounded Annual Historic Growth Rate: 1.12%

Compounded Growth Rate (2019 to Design Year): 0.87%

Printed: 9-Jun-21

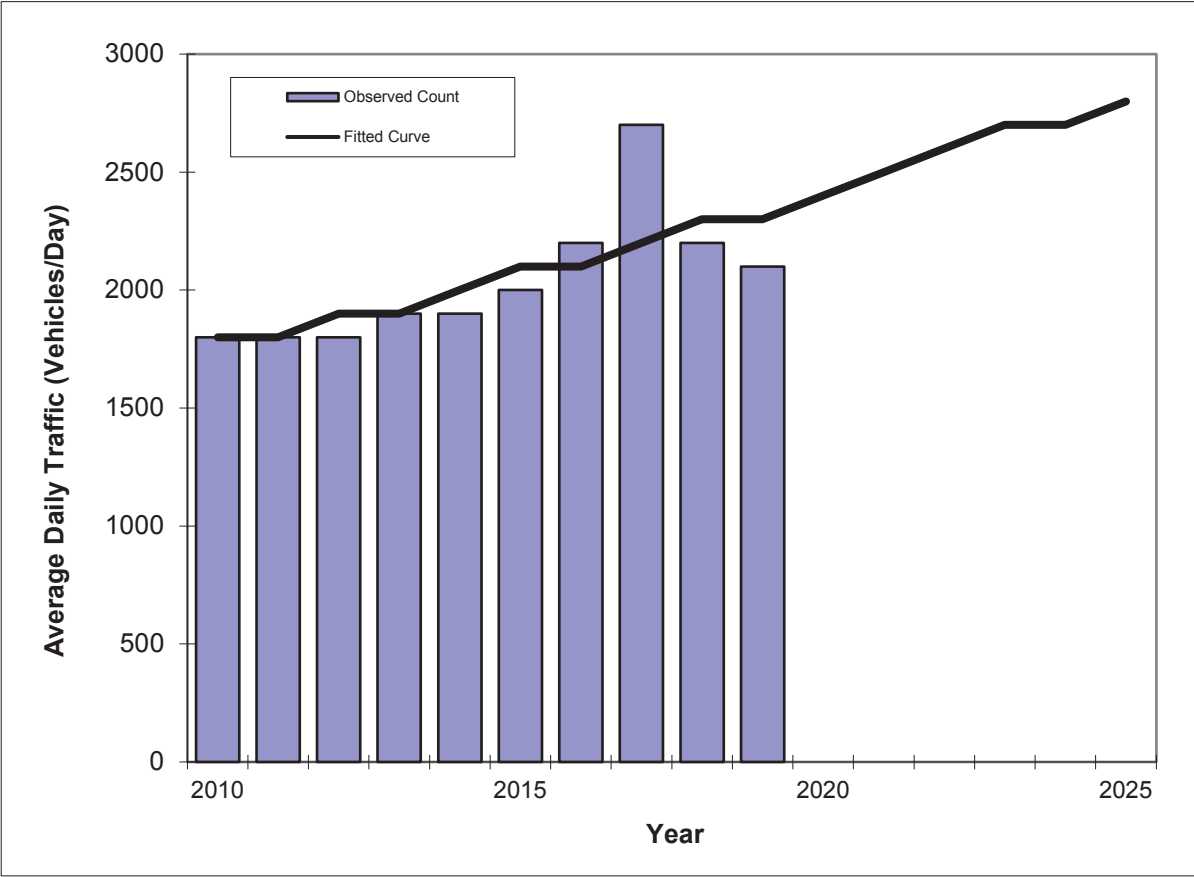
Decaying Exponential Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Tymber Creek Rd -- Airport Rd to Broadway Ave/US 1

County:	Volusia
Station #:	1883
Highway:	Tymber Creek Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2010	1800	1800
2011	1800	1800
2012	1800	1900
2013	1900	1900
2014	1900	2000
2015	2000	2100
2016	2200	2100
2017	2700	2200
2018	2200	2300
2019	2100	2300
2021 Opening Year Trend		
2021	N/A	2500
2022 Mid-Year Trend		
2022	N/A	2600
2024 Design Year Trend		
2024	N/A	2700
TRANPLAN Forecasts/Trends		

Trend R-squared:	57.9%
Compounded Annual Historic Growth Rate:	3.42%
Compounded Growth Rate (2019 to Design Year):	3.26%
Printed:	9-Jun-21
Exponential Growth Option	

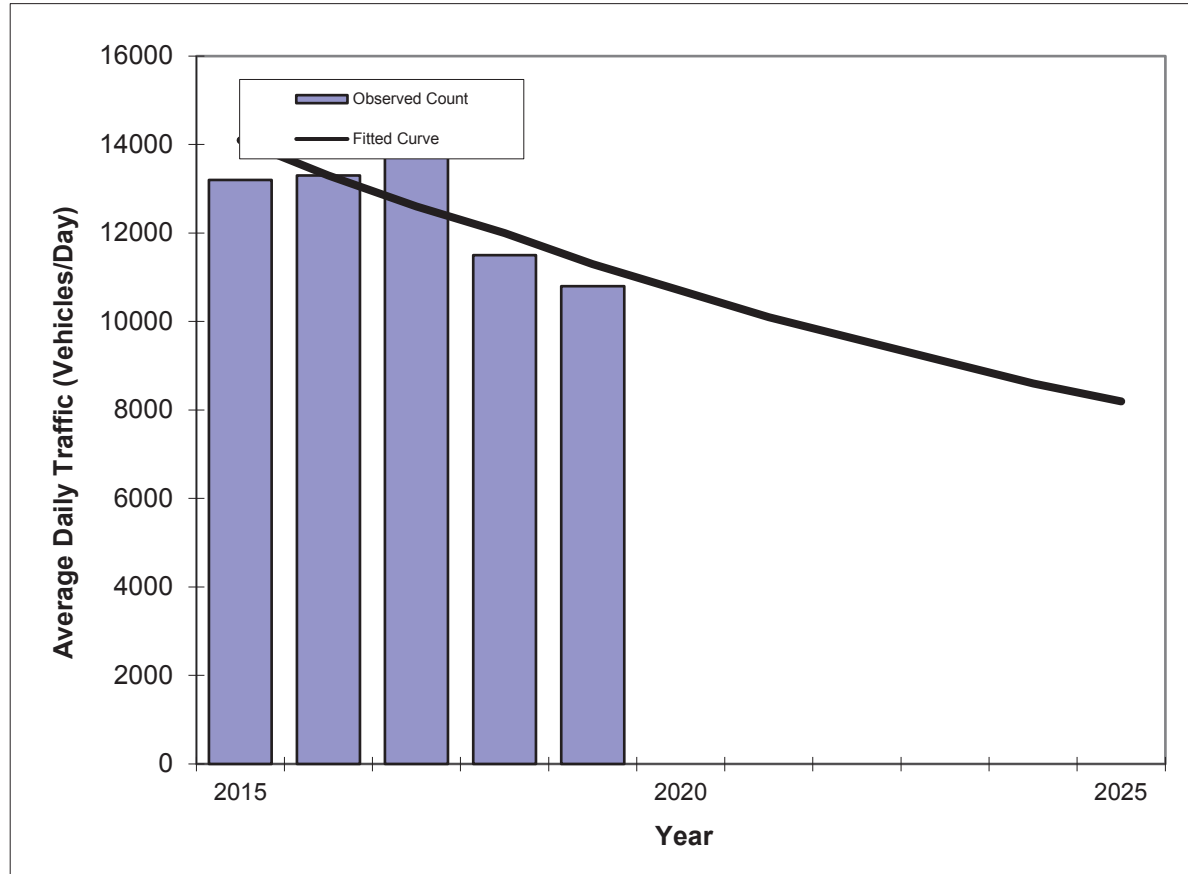
*Axle-Adjusted

TRAFFIC TRENDS

Tymber Creek Rd -- Granada Blvd to Tymber Run

County:
Station #:
Highway:

Volusia
1881
Tymber Creek Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	13200	14100
2016	13300	13300
2017	14700	12600
2018	11500	12000
2019	10800	11300
2021 Opening Year Trend		
2021	N/A	10100
2022 Mid-Year Trend		
2022	N/A	9600
2024 Design Year Trend		
2024	N/A	8600
TRANPLAN Forecasts/Trends		

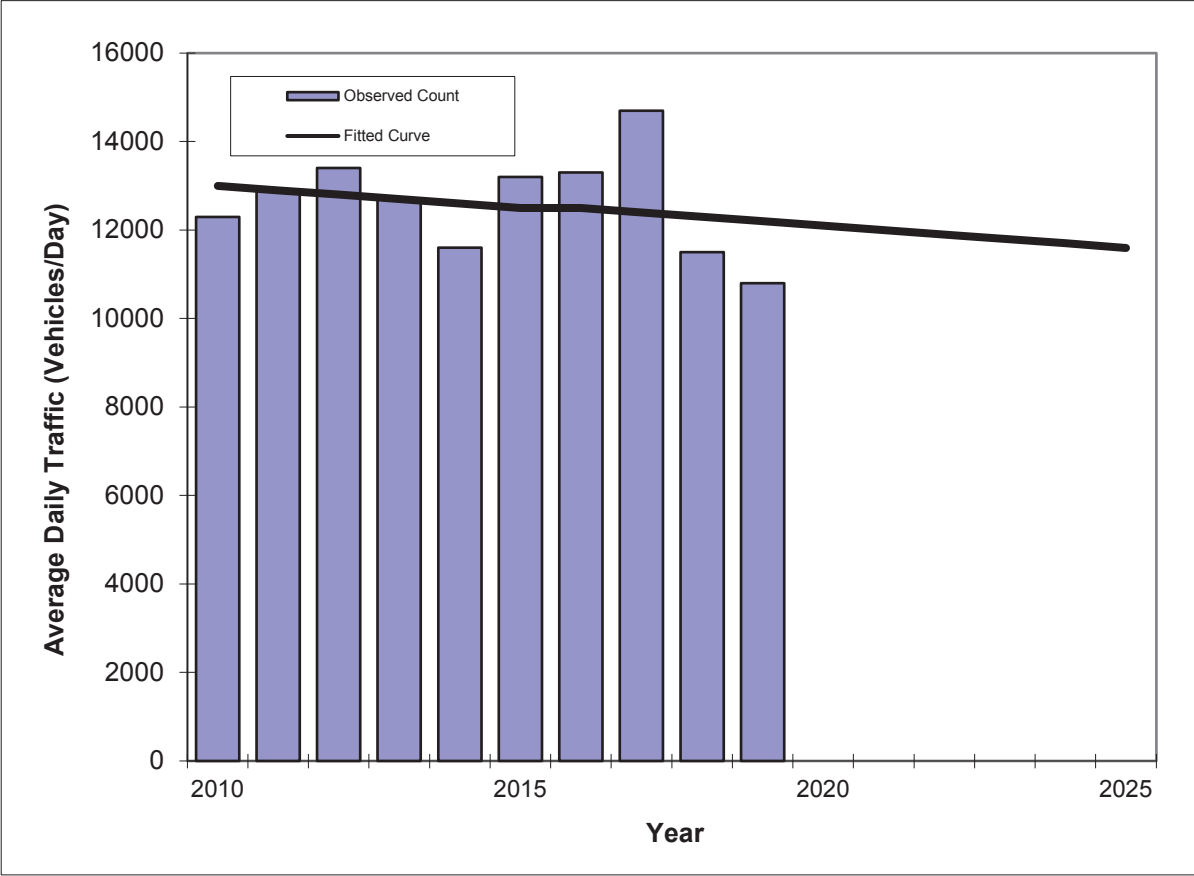
Trend R-squared: 49.1%
 Compounded Annual Historic Growth Rate: -5.01%
 Compounded Growth Rate (2019 to Design Year): -5.48%
 Printed: 9-Jun-21

Exponential Growth Option

*Axle-Adjusted

TRAFFIC TRENDS
Tymber Creek Rd -- Granada Blvd to Tymber Run

County:	Volusia
Station #:	1881
Highway:	Tymber Creek Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2010	12300	13000
2011	12900	12900
2012	13400	12800
2013	12700	12700
2014	11600	12600
2015	13200	12500
2016	13300	12500
2017	14700	12400
2018	11500	12300
2019	10800	12200
2021 Opening Year Trend		
2021	N/A	12000
2022 Mid-Year Trend		
2022	N/A	11900
2024 Design Year Trend		
2024	N/A	11700
TRANPLAN Forecasts/Trends		

Trend R-squared:	6.4%
Compounded Annual Historic Growth Rate:	-0.61%
Compounded Growth Rate (2019 to Design Year):	-1.00%
Printed:	9-Jun-21
Exponential Growth Option	

*Axle-Adjusted

TRAFFIC TRENDS

Tymber Creek Rd -- Tymber Run to Airport Rd

County:

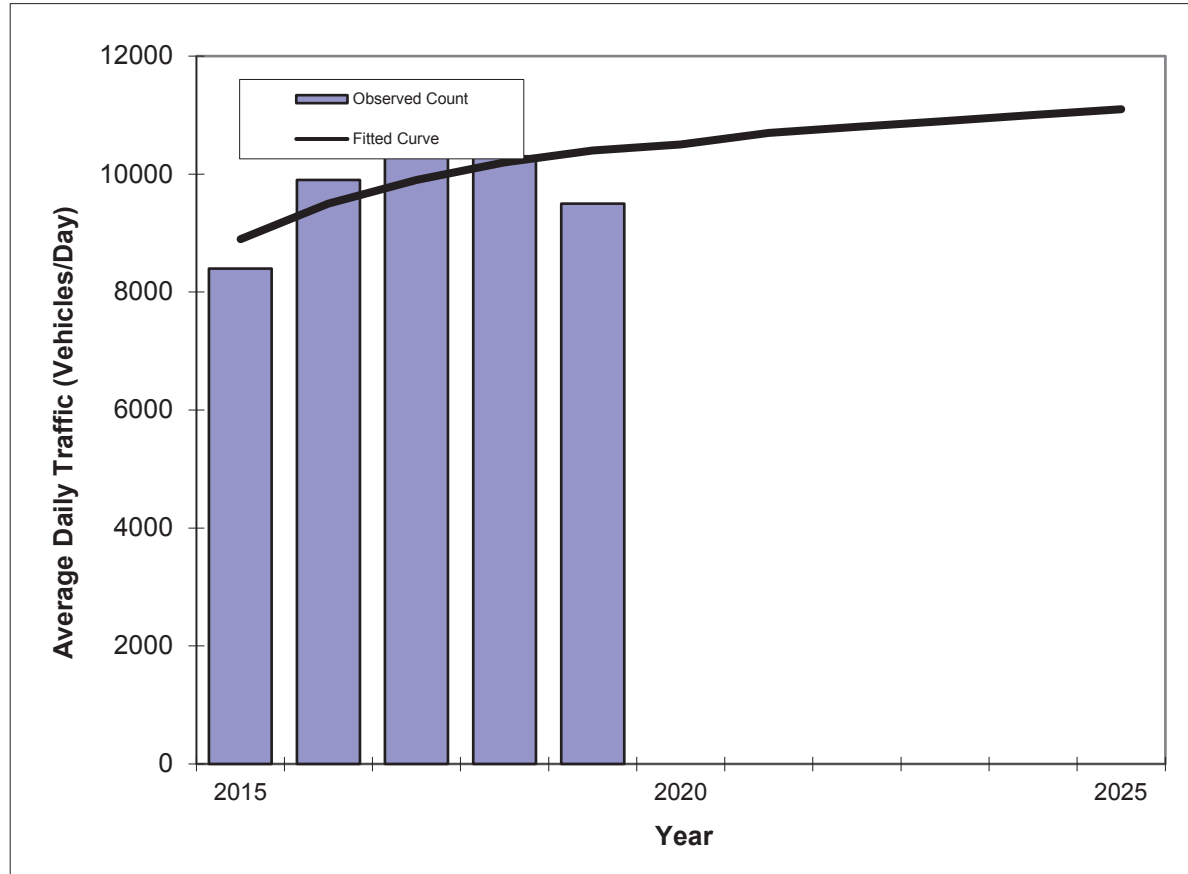
Volusia

Station #:

1882

Highway:

Tymber Creek Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	8400	8900
2016	9900	9500
2017	10800	9900
2018	10300	10200
2019	9500	10400
2021 Opening Year Trend		
2021	N/A	10700
2022 Mid-Year Trend		
2022	N/A	10800
2024 Design Year Trend		
2024	N/A	11000
TRANPLAN Forecasts/Trends		

Trend R-squared: 40.7%
 Compounded Annual Historic Growth Rate: 2.59%
 Compounded Growth Rate (2019 to Design Year): 1.36%
 Printed: 9-Jun-21

Decaying Exponential Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Tymber Creek Rd -- Tymber Run to Airport Rd

County:

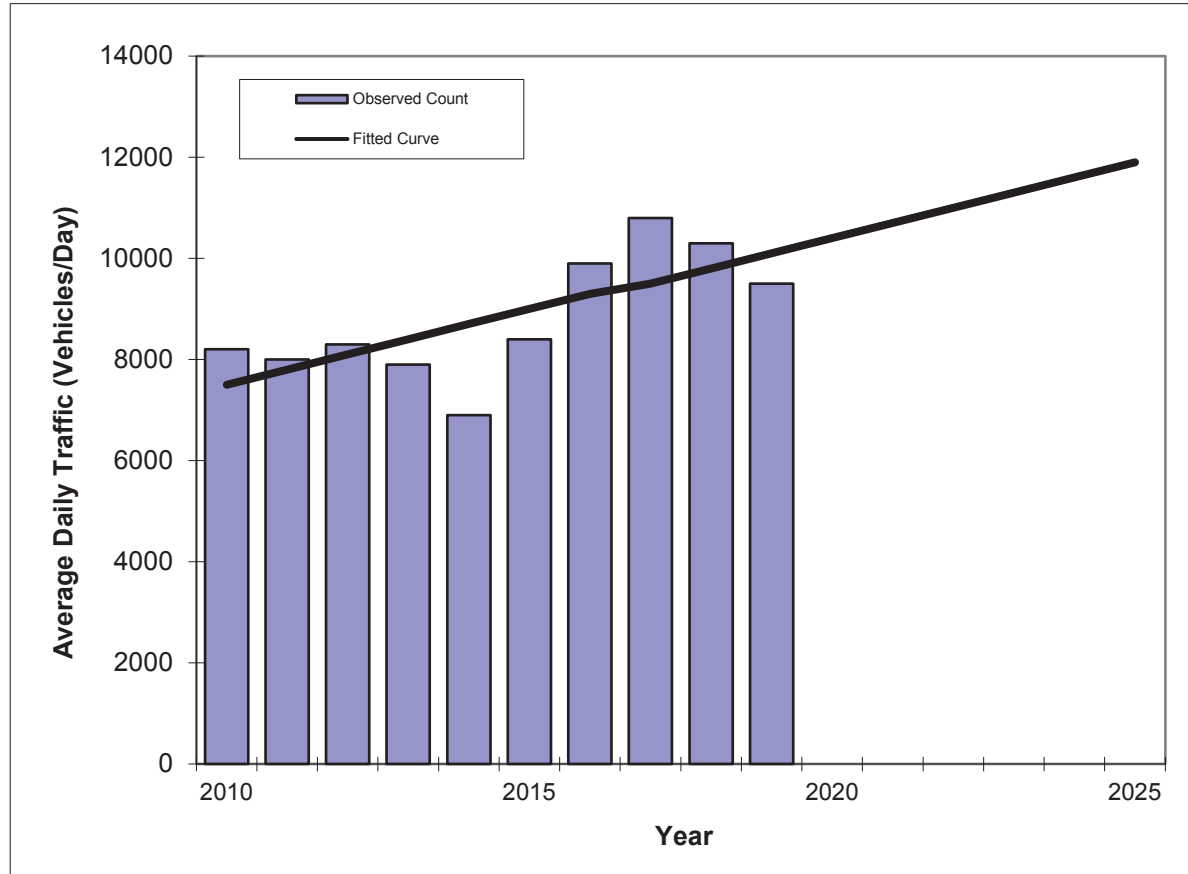
Volusia

Station #:

1882

Highway:

Tymber Creek Rd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2010	8200	7500
2011	8000	7800
2012	8300	8100
2013	7900	8400
2014	6900	8700
2015	8400	9000
2016	9900	9300
2017	10800	9500
2018	10300	9800
2019	9500	10100
2021 Opening Year Trend		
2021	N/A	10700
2022 Mid-Year Trend		
2022	N/A	11000
2024 Design Year Trend		
2024	N/A	11600
TRANPLAN Forecasts/Trends		

** Annual Trend Increase: 290
 Trend R-squared: 50.3%
 Trend Annual Historic Growth Rate: 3.85%
 Trend Growth Rate (2019 to Design Year): 2.97%
 Printed: 9-Jun-21

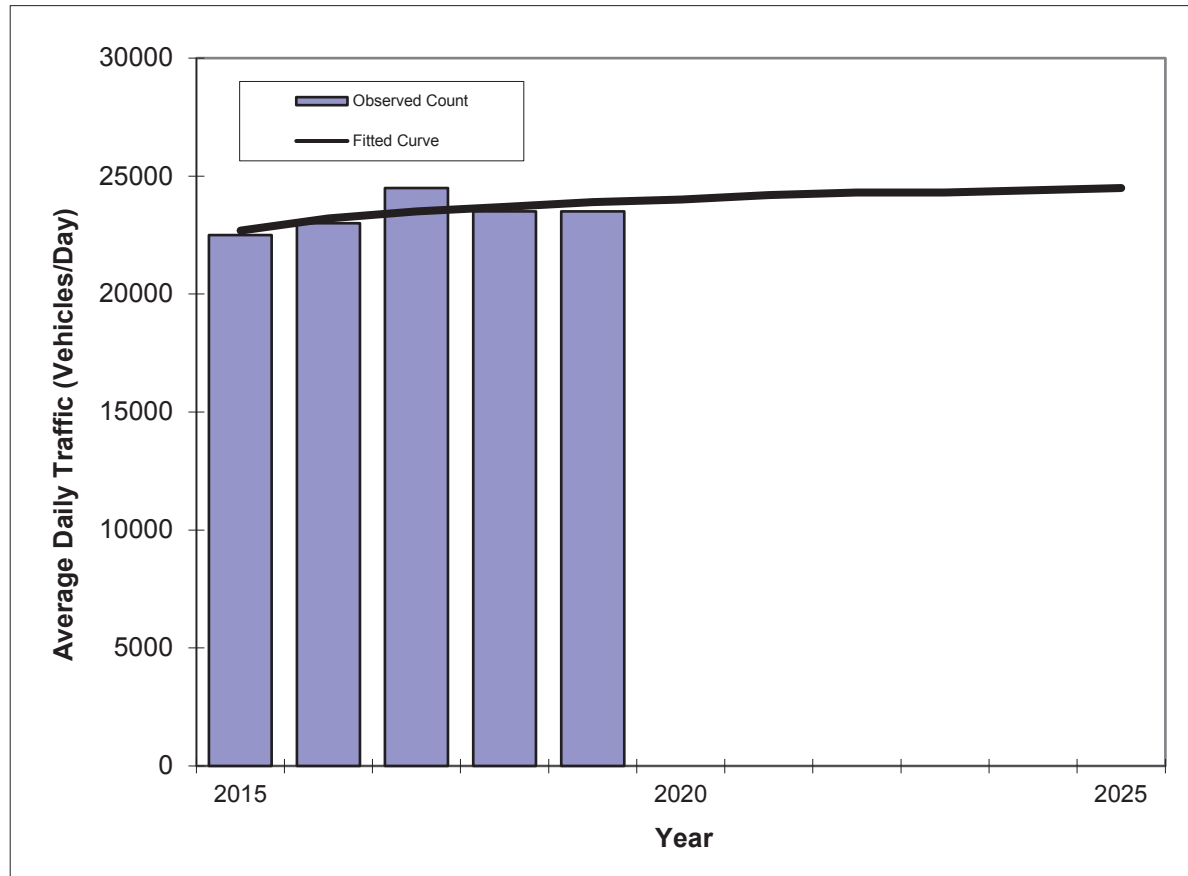
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

US 1 -- Airport Rd to I-95

County:	Volusia
Station #:	351
Highway:	US 1



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	22500	22700
2016	23000	23200
2017	24500	23500
2018	23500	23700
2019	23500	23900
2021 Opening Year Trend		
2021	N/A	24200
2022 Mid-Year Trend		
2022	N/A	24300
2024 Design Year Trend		
2024	N/A	24400
TRANPLAN Forecasts/Trends		

Trend R-squared:	42.6%
Compounded Annual Historic Growth Rate:	1.07%
Compounded Growth Rate (2019 to Design Year):	0.42%
Printed:	9-Jun-21

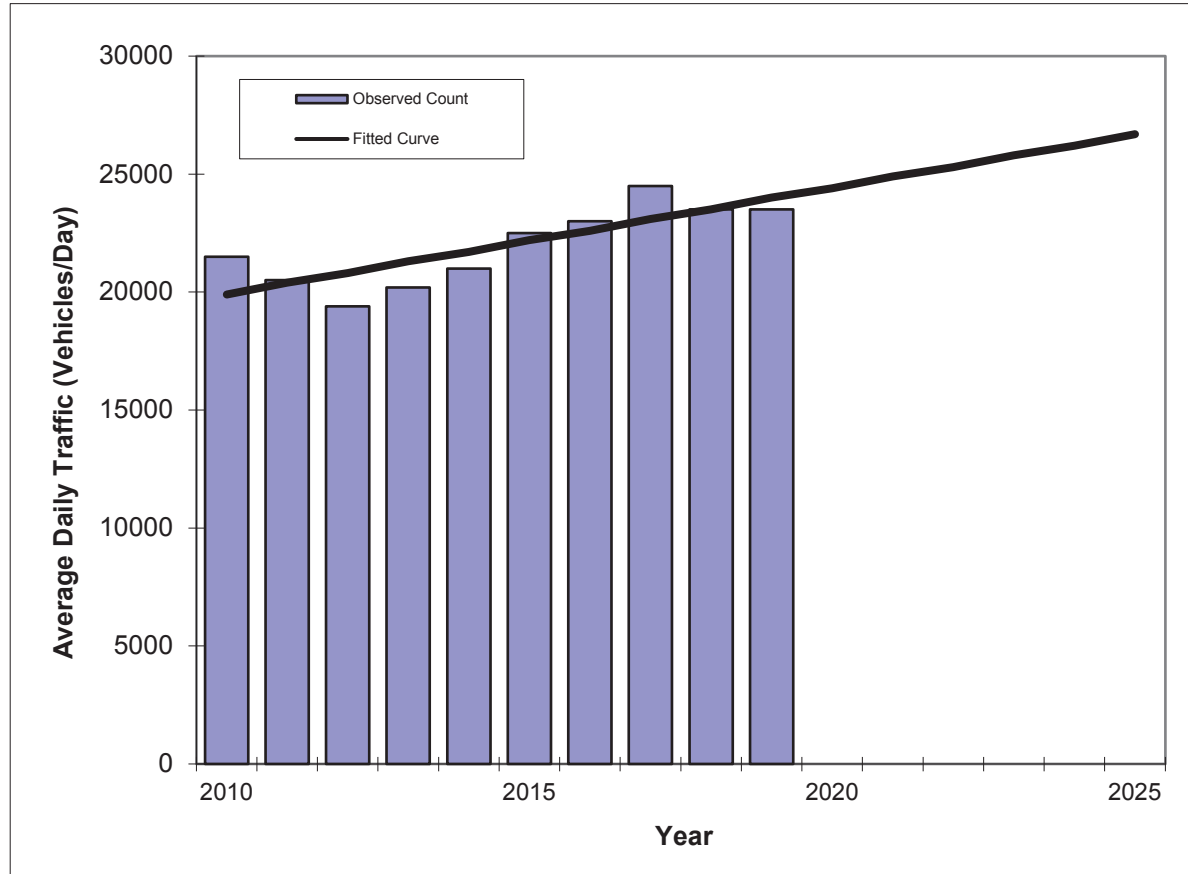
Decaying Exponential Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

US 1 -- Airport Rd to I-95

County:	Volusia
Station #:	351
Highway:	US 1



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2010	21500	19900
2011	20500	20400
2012	19400	20800
2013	20200	21300
2014	21000	21700
2015	22500	22200
2016	23000	22600
2017	24500	23100
2018	23500	23500
2019	23500	24000
2021 Opening Year Trend		
2021	N/A	24900
2022 Mid-Year Trend		
2022	N/A	25300
2024 Design Year Trend		
2024	N/A	26200
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	451
Trend R-squared:	65.8%
Trend Annual Historic Growth Rate:	2.29%
Trend Growth Rate (2019 to Design Year):	1.83%
Printed:	9-Jun-21

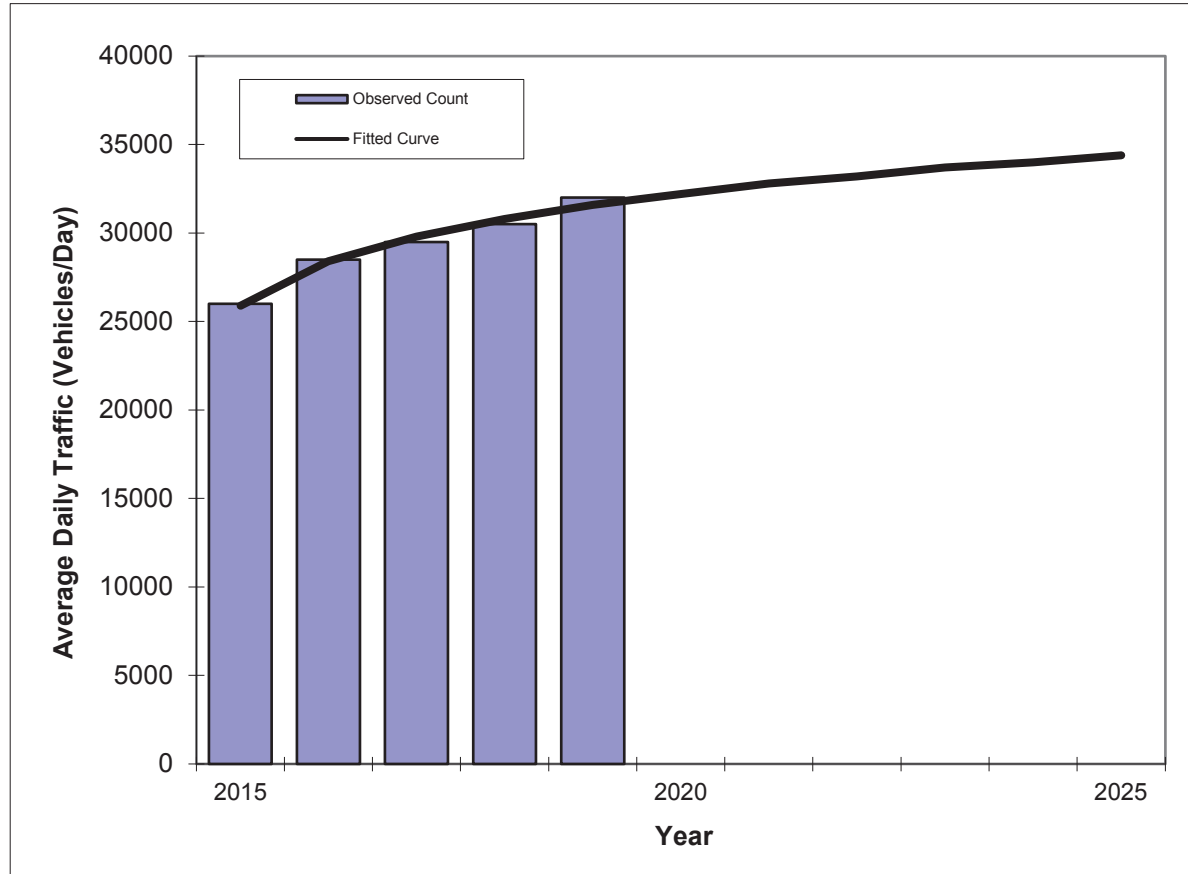
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

US 1 -- Nova Rd to Airport Rd

County:	Volusia
Station #:	100
Highway:	US 1



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	26000	25900
2016	28500	28400
2017	29500	29800
2018	30500	30800
2019	32000	31600
2021 Opening Year Trend		
2021	N/A	32800
2022 Mid-Year Trend		
2022	N/A	33200
2024 Design Year Trend		
2024	N/A	34000
TRANPLAN Forecasts/Trends		

Trend R-squared:	98.2%
Compounded Annual Historic Growth Rate:	4.91%
Compounded Growth Rate (2019 to Design Year):	1.18%
Printed:	9-Jun-21

Decaying Exponential Growth Option

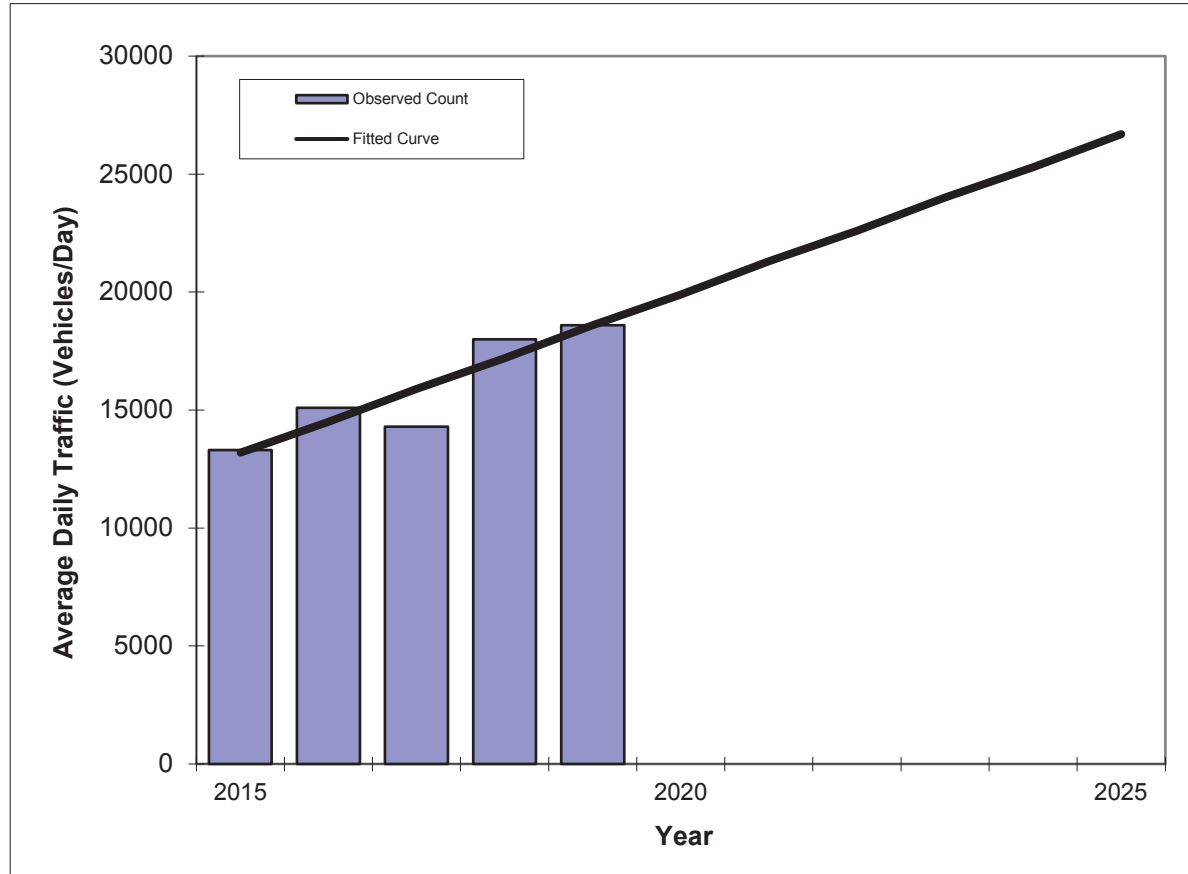
*Axle-Adjusted

TRAFFIC TRENDS

Williamson Blvd -- LPGA Blvd to Hand Ave

County:
Station #:
Highway:

Volusia
2001
Williamson Blvd



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	13300	13200
2016	15100	14500
2017	14300	15900
2018	18000	17200
2019	18600	18600
2021 Opening Year Trend		
2021	N/A	21300
2022 Mid-Year Trend		
2022	N/A	22600
2024 Design Year Trend		
2024	N/A	25300
TRANPLAN Forecasts/Trends		

** Annual Trend Increase: 1,350
Trend R-squared: 84.2%
Trend Annual Historic Growth Rate: 10.23%
Trend Growth Rate (2019 to Design Year): 7.20%
Printed: 9-Jun-21

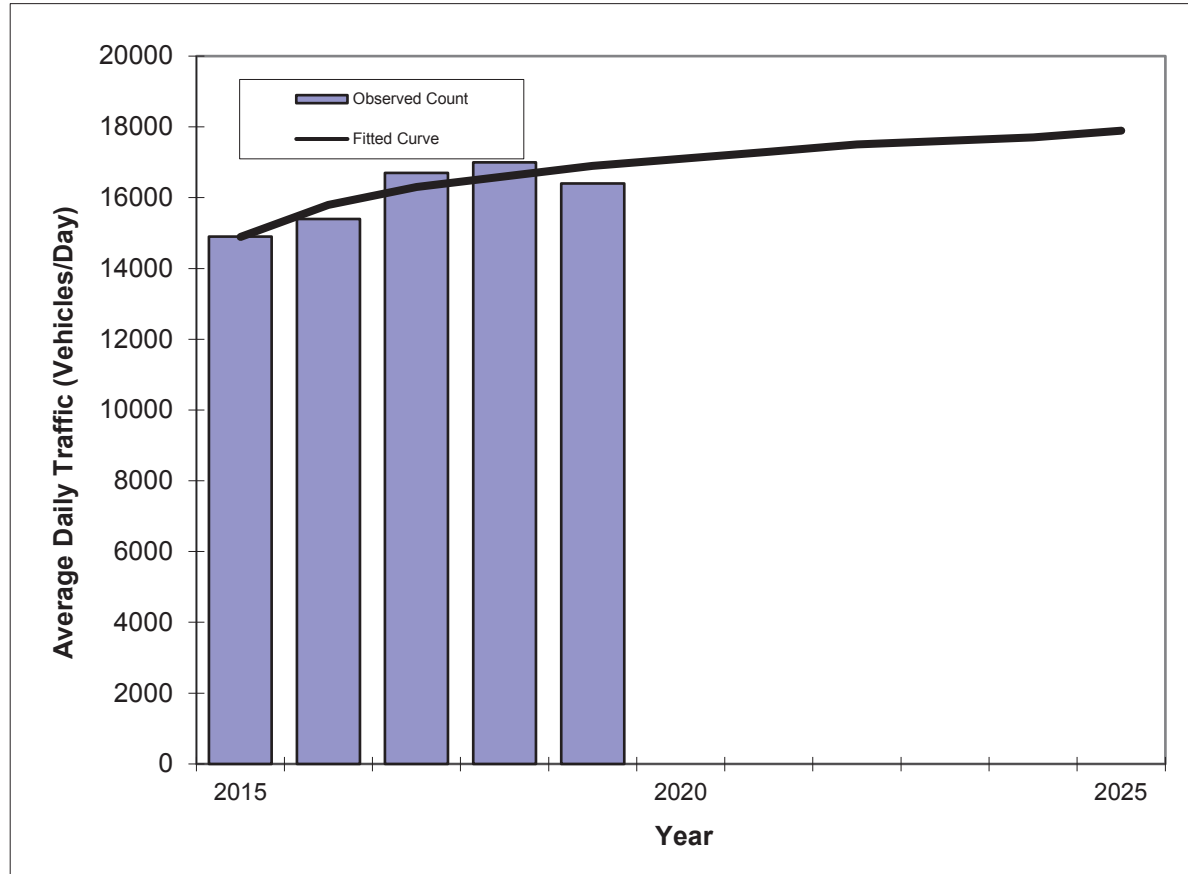
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Hand Ave -- Clyde Morris Blvd to Shangri La Dr

County:	Volusia
Station #:	832
Highway:	Hand Ave



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	14900	14900
2016	15400	15800
2017	16700	16300
2018	17000	16600
2019	16400	16900
2021 Opening Year Trend		
2021	N/A	17300
2022 Mid-Year Trend		
2022	N/A	17500
2024 Design Year Trend		
2024	N/A	17700
TRANPLAN Forecasts/Trends		

Trend R-squared:	77.7%
Compounded Annual Historic Growth Rate:	2.84%
Compounded Growth Rate (2019 to Design Year):	0.82%
Printed:	6-Jul-21

Decaying Exponential Growth Option

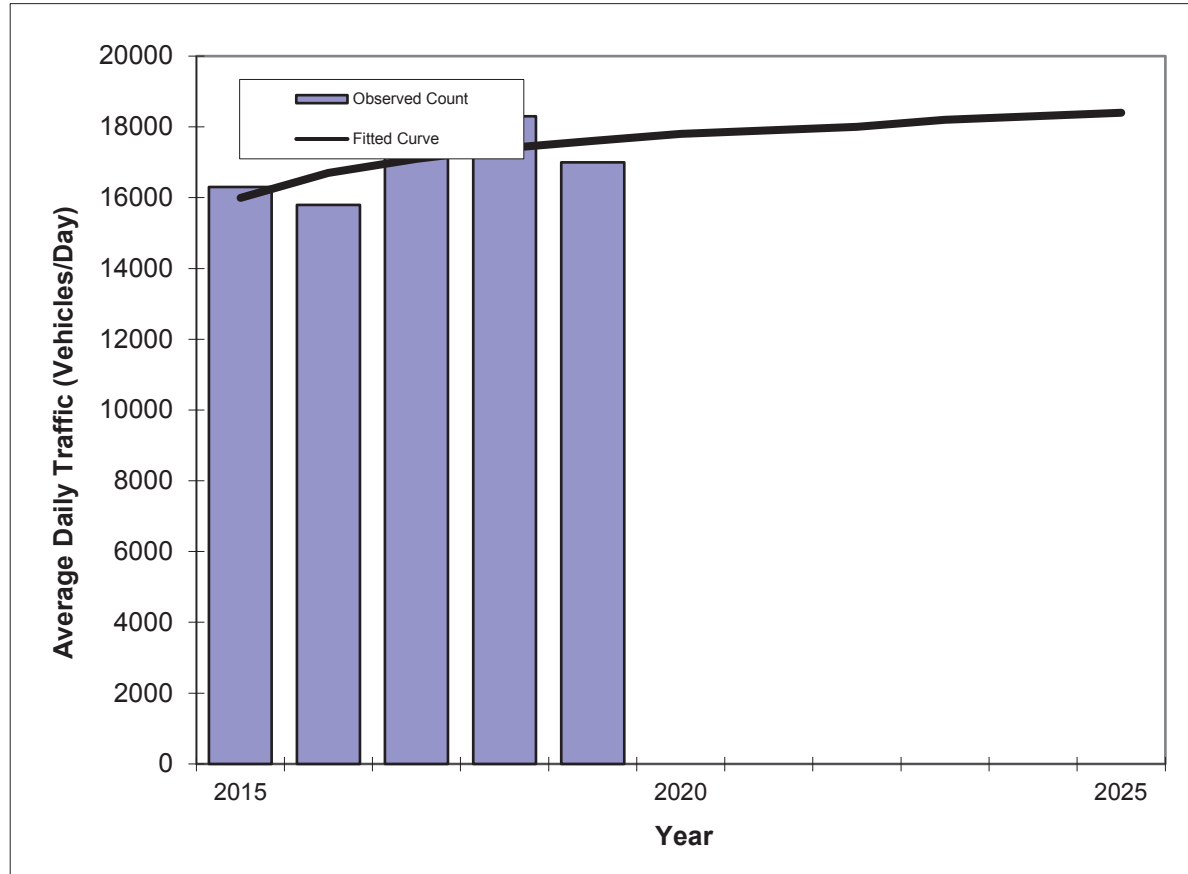
*Axle-Adjusted

TRAFFIC TRENDS

Hand Ave -- Shangri La Dr to Nova Rd

County:
Station #:
Highway:

Volusia
833
Hand Ave



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	16300	16000
2016	15800	16700
2017	17300	17100
2018	18300	17400
2019	17000	17600
2021 Opening Year Trend		
2021	N/A	17900
2022 Mid-Year Trend		
2022	N/A	18000
2024 Design Year Trend		
2024	N/A	18300
TRANPLAN Forecasts/Trends		

Trend R-squared: 42.2%
 Compounded Annual Historic Growth Rate: 2.24%
 Compounded Growth Rate (2019 to Design Year): 0.68%
 Printed: 6-Jul-21

Decaying Exponential Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Hand Ave -- Shangri La Dr to Nova Rd

County:

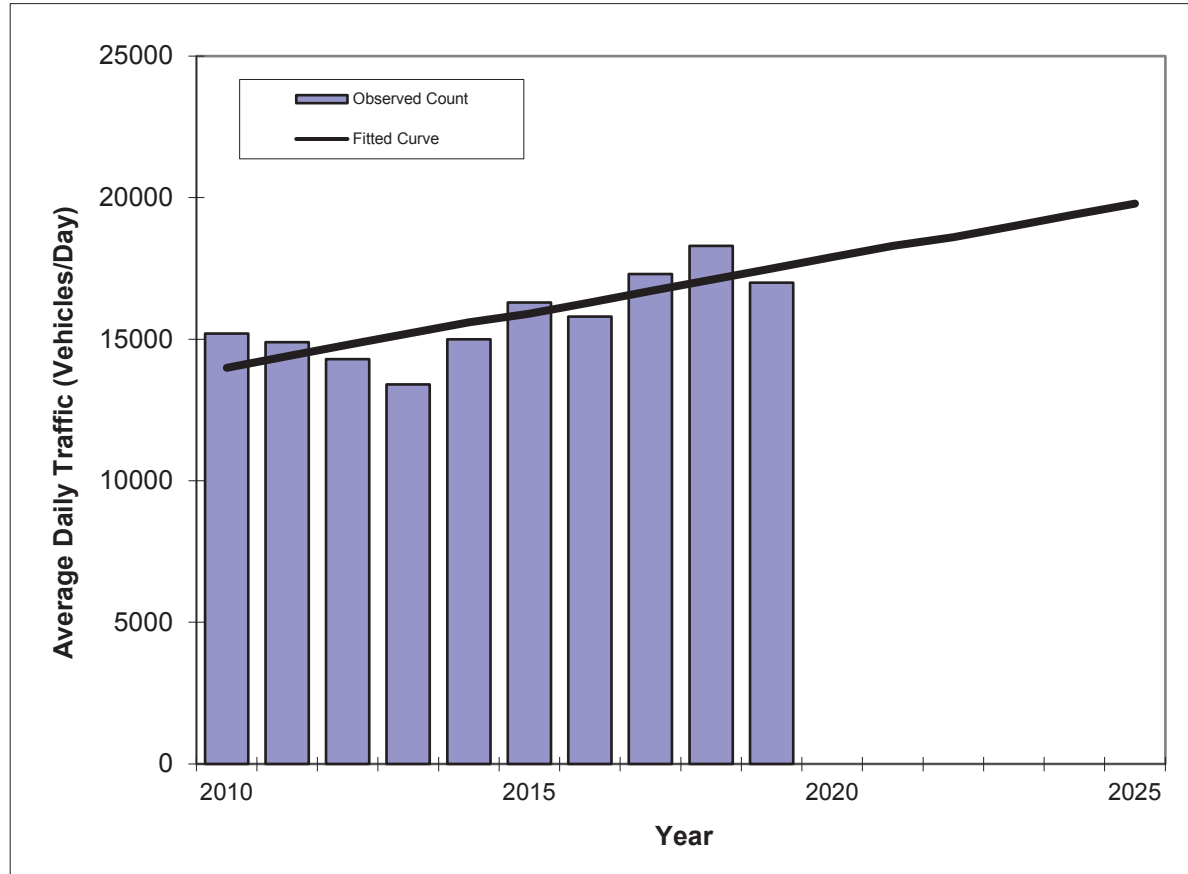
Volusia

Station #:

833

Highway:

Hand Ave



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2010	15200	14000
2011	14900	14400
2012	14300	14800
2013	13400	15200
2014	15000	15600
2015	16300	15900
2016	15800	16300
2017	17300	16700
2018	18300	17100
2019	17000	17500
2021 Opening Year Trend		
2021	N/A	18300
2022 Mid-Year Trend		
2022	N/A	18600
2024 Design Year Trend		
2024	N/A	19400
TRANPLAN Forecasts/Trends		

** Annual Trend Increase: 385
 Trend R-squared: 61.1%
 Trend Annual Historic Growth Rate: 2.78%
 Trend Growth Rate (2019 to Design Year): 2.17%
 Printed: 6-Jul-21

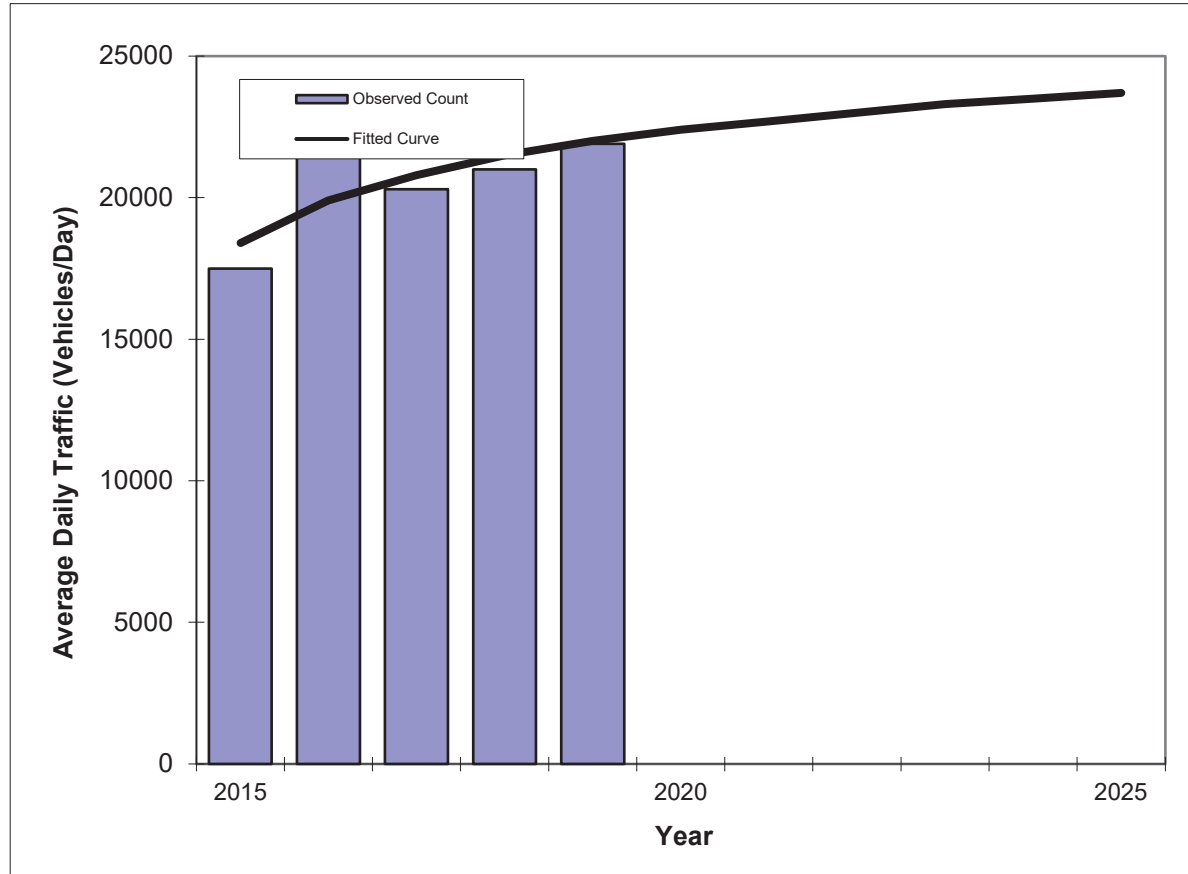
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Williamson -- Hand to SR 40

County:	Volusia
Station #:	2001
Highway:	Williamson



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2015	17500	18400
2016	21900	19900
2017	20300	20800
2018	21000	21500
2019	21900	22000
2021 Opening Year Trend		
2021	N/A	22700
2022 Mid-Year Trend		
2022	N/A	23000
2024 Design Year Trend		
2024	N/A	23500
TRANPLAN Forecasts/Trends		

Trend R-squared:	60.8%
Compounded Annual Historic Growth Rate:	3.99%
Compounded Growth Rate (2019 to Design Year):	1.27%
Printed:	21-Sep-21

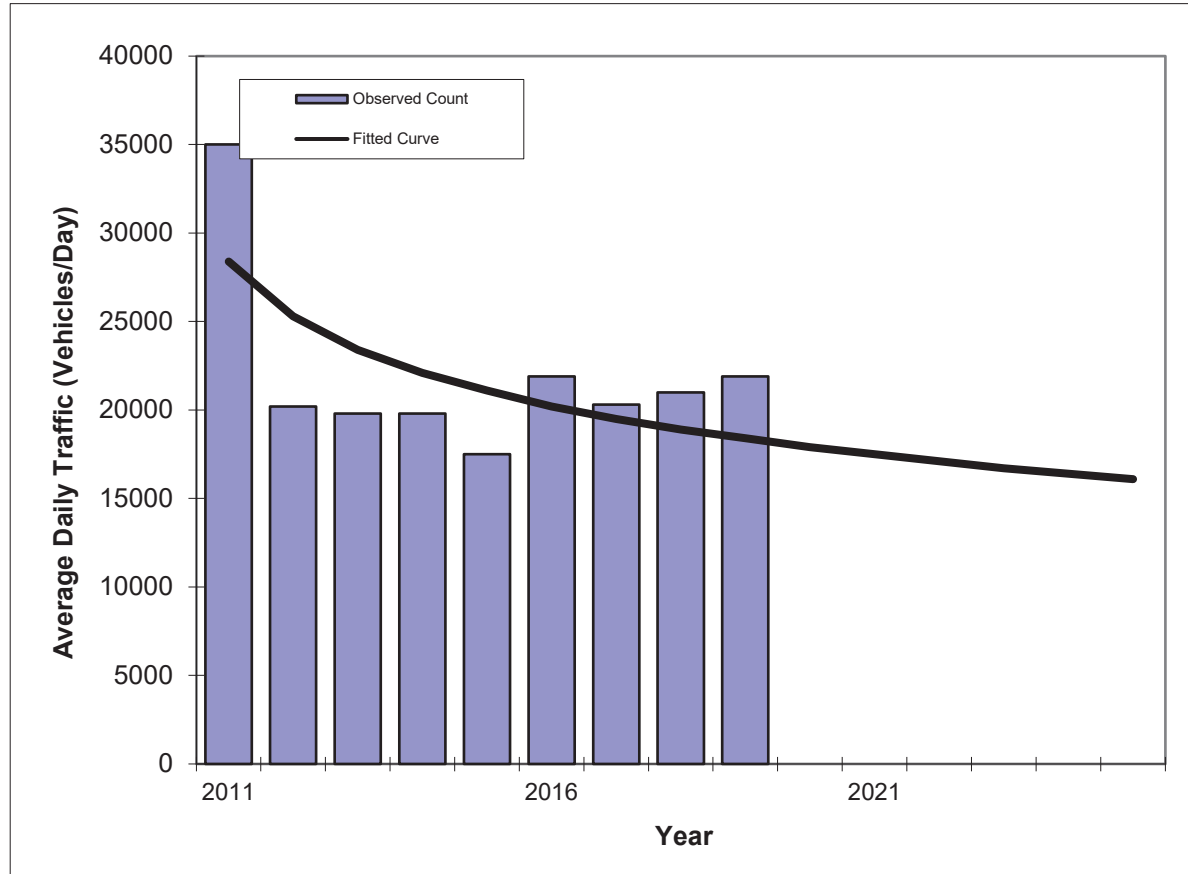
Decaying Exponential Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Williamson -- Hand to SR 40

County:	Volusia
Station #:	2001
Highway:	Williamson



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2011	35000	28400
2012	20200	25300
2013	19800	23400
2014	19800	22100
2015	17500	21100
2016	21900	20200
2017	20300	19500
2018	21000	18900
2019	21900	18400
2021 Opening Year Trend		
2021	N/A	17500
2022 Mid-Year Trend		
2022	N/A	17100
2024 Design Year Trend		
2024	N/A	16400
TRANPLAN Forecasts/Trends		

Trend R-squared: 41.8%
 Compounded Annual Historic Growth Rate: -3.55%
 Compounded Growth Rate (2019 to Design Year): -2.55%
 Printed: 21-Sep-21

Decaying Exponential Growth Option

*Axle-Adjusted

APPENDIX G

Vested Trip Information

Volusia County Vested Trip Database on Critical/Non-Critical Reads - Approved Devts and Devts under Review

By Critical Area, PM Peak	Developments not considered vested
	Parent Tract trips - should not be in

Updated 9/23/2021

No 2018 counts taken

North Daytona/Oceanfront Beach Area

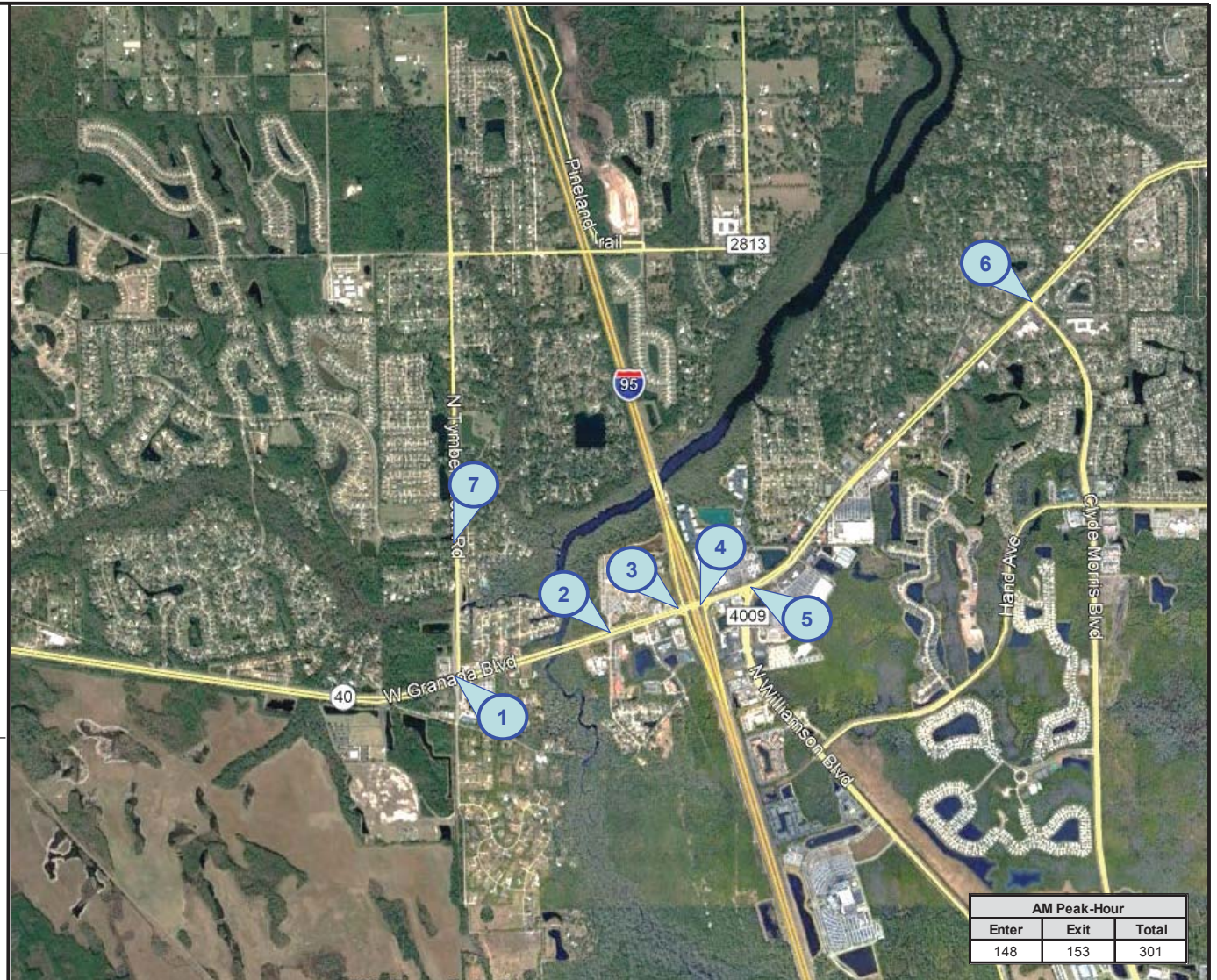
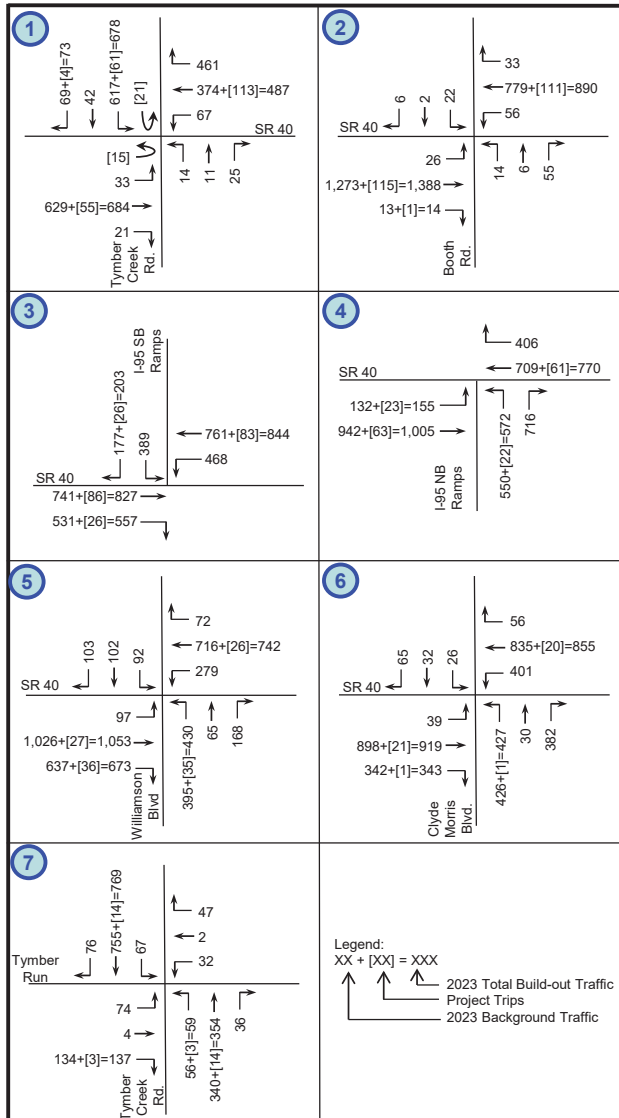
[illegible]

***When segment data is not available, Source is derived from TIA that shows "vested tips" in LOS columns. Only to be used when other previous data is unknown.

***TCR count was not taken in 2009. Used Core Property TIA 2009 to get count.
West Port Orange Area/West NSR

[illegible][illegible]

Packet Pg. 842



Tymer Creek
Apartments

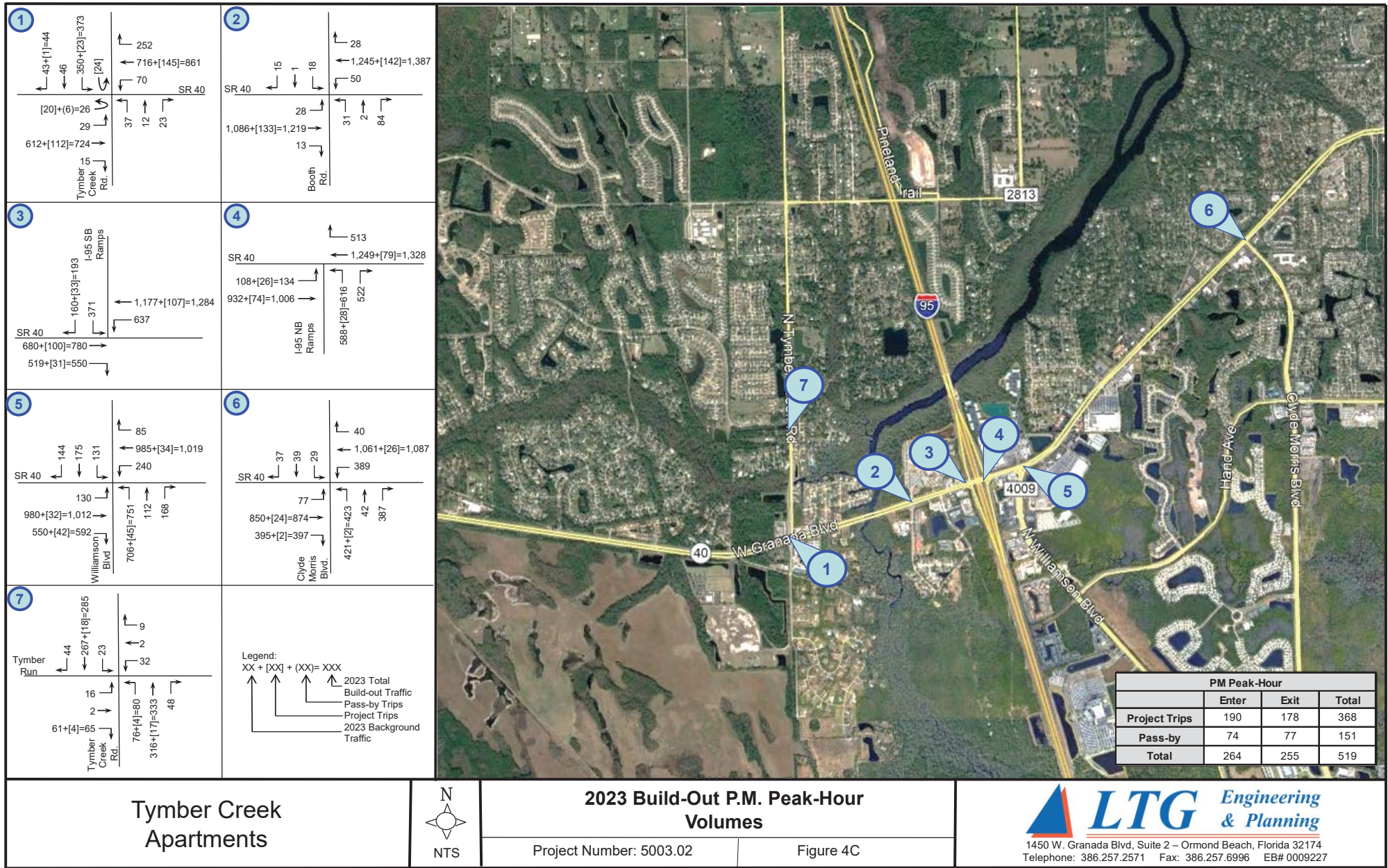


2023 Build-Out A.M. Peak-Hour Volumes

Project Number: 5003.02

Figure 4A

LTG Engineering & Planning
 1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



Tymer Creek Apartments

2023 Build-Out P.M. Peak-Hour Volumes

Project Number: 5003.02

Figure 4C

1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

APPENDIX H

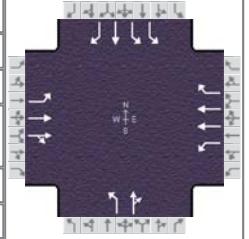
Intersections HCS Summary Sheets – Background Conditions

HCS7 Signalized Intersection Results Summary

8.B.c

General Information

Agency	LTG, Inc.			Duration, h	0.250
Analyst	BNH	Analysis Date	9/17/2021	Area Type	Other
Jurisdiction	Volusia County	Time Period	A.M. Peak Background	PHF	0.94
Urban Street	SR 40	Analysis Year	2024	Analysis Period	1> 7:00
Intersection	SR 40 & Tymber Creek Rd	File Name	1- SR 40 & Tymber Creek Rd AM.xus		
Project Description	Tattersall at Tymber Creek				



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	63	726	32	76	439	428	36	47	58	621	53	72

Signal Information

Cycle, s	160.0	Reference Phase	2				
Offset, s	0	Reference Point	End				
Uncoordinated	No	Simult. Gap E/W	On				
Force Mode	Fixed	Simult. Gap N/S	On				
Green	7.9	1.5	70.4	11.3	35.1	0.0	
Yellow	5.2	0.0	5.2	4.0	4.0	0.0	
Red	4.5	0.0	2.0	4.7	4.2	0.0	

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2		4		8
Case Number	2.0	4.0	2.0	3.0		10.0		9.0
Phase Duration, s	17.6	77.6	19.1	79.1		20.0		43.3
Change Period, (Y+R _c), s	9.7	7.2	9.1	7.2		8.7		8.2
Max Allow Headway (MAH), s	5.0	0.0	5.0	0.0		5.3		5.1
Queue Clearance Time (g _s), s	8.3		10.1			13.3		31.5
Green Extension Time (g _e), s	0.1	0.0	0.1	0.0		0.0		3.6
Phase Call Probability	0.95		0.97			1.00		1.00
Max Out Probability	0.21		0.13			1.00		0.40

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	67	406	400	81	467	455	38	112		661	56	77
Adjusted Saturation Flow Rate (s), veh/h/ln	1697	1856	1828	1570	1752	1598	1527	1580		1730	1693	1497
Queue Service Time (g _s), s	6.3	25.1	25.1	8.1	13.6	35.1	3.8	11.3		29.5	4.3	6.7
Cycle Queue Clearance Time (g _c), s	6.3	25.1	25.1	8.1	13.6	35.1	3.8	11.3		29.5	4.3	6.7
Green Ratio (g/C)	0.05	0.44	0.44	0.06	0.45	0.45	0.07	0.07		0.22	0.22	0.22
Capacity (c), veh/h	84	816	804	98	1574	717	108	112		759	371	329
Volume-to-Capacity Ratio (X)	0.797	0.498	0.498	0.824	0.297	0.635	0.355	1.001		0.870	0.152	0.233
Back of Queue (Q), ft/ln (95 th percentile)	151.9	436.1	420.9	194.2	247.5	508.6	83.2	317.9		502.3	92.8	2.3
Back of Queue (Q), veh/ln (95 th percentile)	5.7	17.0	16.8	6.8	9.6	20.2	2.9	11.7		19.8	3.3	0.1
Queue Storage Ratio (RQ) (95 th percentile)	0.34	0.00	0.00	0.47	0.00	1.12	0.00	0.00		0.90	0.00	0.01
Uniform Delay (d ₁), s/veh	75.2	32.1	32.1	74.1	28.0	34.0	70.9	74.4		60.2	50.4	51.4
Incremental Delay (d ₂), s/veh	21.1	2.2	2.2	20.9	0.5	4.2	2.8	85.5		8.7	0.3	0.5
Initial Queue Delay (d ₃), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	96.3	34.3	34.3	95.0	28.5	38.2	73.7	159.8		68.9	50.7	51.9
Level of Service (LOS)	F	C	C	F	C	D	E	F		E	D	D
Approach Delay, s/veh / LOS	39.1		D	38.3		D	137.8		F	66.0		E
Intersection Delay, s/veh / LOS	51.6						D					

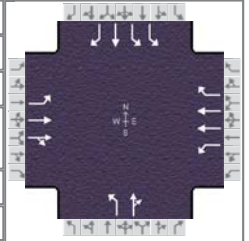
Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	1.93		B	2.29		B	2.47		B	2.34		B
Bicycle LOS Score / LOS	1.21		A	1.32		A	0.74		A	1.80		B

HCS7 Signalized Intersection Results Summary

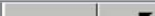
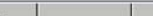
8.B.c

General Information					Intersection Information	
Agency	LTG, Inc.			Duration, h	0.250	
Analyst	BNH		Analysis Date	9/17/2021	Area Type	Other
Jurisdiction	Volusia County		Time Period	P.M. Peak Background	PHF	0.95
Urban Street	SR 40		Analysis Year	2024	Analysis Period	1> 7:00
Intersection	SR 40 & Tymber Creek Rd		File Name	1.1- SR 40 & Tymber Creek Rd PM.xus		
Project Description	Tattersall at Tymber Creek					



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	80	1130	31	72	860	376	37	29	77	451	77	45

Signal Information												
Cycle, s	170.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	No	Simult. Gap E/W	On	Green	9.1	2.1	86.5	11.3	27.7	0.0		
				Yellow	5.1	0.0	5.2	4.0	4.0	0.0		
Force Mode	Fixed	Simult. Gap N/S	On	Red	4.0	0.0	2.0	4.7	4.2	0.0		

												
1	2	3	4	5	6	7	8	9	10	11	12	13

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2		4		8
Case Number	2.0	4.0	2.0	3.0		10.0		9.0
Phase Duration, s	20.3	95.8	18.2	93.7		20.0		35.9
Change Period, ($Y+R_c$), s	9.7	7.2	9.1	7.2		8.7		8.2
Max Allow Headway (MAH), s	5.0	0.0	5.0	0.0		5.3		5.1
Queue Clearance Time (g_s), s	10.7		9.2			13.3		24.8
Green Extension Time (g_e), s	0.1	0.0	0.2	0.0		0.0		2.9
Phase Call Probability	0.98		0.97			1.00		1.00
Max Out Probability	0.26		0.01			1.00		0.19

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	84	614	608	76	905	396	39	112		475	81	47
Adjusted Saturation Flow Rate (s), veh/h/ln	1626	1870	1852	1767	1766	1572	1612	1536		1716	1856	1459
Queue Service Time (g_s), s	8.7	39.7	39.8	7.2	28.8	28.1	3.9	11.3		22.8	6.5	4.8
Cycle Queue Clearance Time (g_c), s	8.7	39.7	39.8	7.2	28.8	28.1	3.9	11.3		22.8	6.5	4.8
Green Ratio (g/C)	0.06	0.52	0.52	0.05	0.51	0.51	0.07	0.07		0.16	0.16	0.16
Capacity (c), veh/h	102	975	966	95	1798	800	107	102		560	303	238
Volume-to-Capacity Ratio (X)	0.828	0.629	0.630	0.799	0.504	0.495	0.363	1.093		0.847	0.268	0.199
Back of Queue (Q), ft/ln (95 th percentile)	208.4	635.1	620.5	172.6	454.5	413	86.6	346.8		407.8	143.9	89.2
Back of Queue (Q), veh/ln (95 th percentile)	7.6	25.0	24.8	6.7	17.8	16.1	3.1	12.8		15.9	5.6	3.3
Queue Storage Ratio (RQ) (95 th percentile)	0.46	0.00	0.00	0.42	0.00	0.91	0.00	0.00		0.73	0.00	0.38
Uniform Delay (d_1), s/veh	78.8	29.0	29.0	79.5	27.6	27.4	75.9	79.4		69.1	62.2	61.5
Incremental Delay (d_2), s/veh	21.2	3.1	3.1	19.2	1.0	2.2	2.9	116.3		8.0	0.7	0.6
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	100.0	32.1	32.1	98.7	28.6	29.6	78.8	195.6		77.1	62.9	62.1
Level of Service (LOS)	F	C	C	F	C	C	E	F		E	E	E
Approach Delay, s/veh / LOS	36.5		D	32.7		C	165.4		F	74.0		E
Intersection Delay, s/veh / LOS	47.2						D					

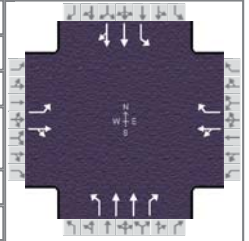
Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.92	B	2.28	B	2.47	B	2.34	B
Bicycle LOS Score / LOS	1.57	B	1.62	B	0.74	A	1.48	A

HCS7 Signalized Intersection Results Summary

8.B.c

General Information

Agency	LTG, Inc.			Duration, h	0.250
Analyst	BNH	Analysis Date	9/17/2021	Area Type	Other
Jurisdiction	Volusia County	Time Period	A.M. Peak Background	PHF	0.87
Urban Street	Tymber Creek Rd	Analysis Year	2024	Analysis Period	1> 7:00
Intersection	Tymber Creek Rd & Ty...	File Name	2- Tymber Creek Rd & Tymber Run AM.xus		
Project Description	Tattersall at Tymber Creek				



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	76	8	100	104	16	78	72	244	89	80	469	81

Signal Information

Cycle, s	50.0	Reference Phase	2								
Offset, s	0	Reference Point	End								
Uncoordinated	Yes	Simult. Gap E/W	On	Green	21.3	14.2	0.0	0.0	0.0	0.0	
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	5.0	4.0	0.0	0.0	0.0	0.0	
				Red	2.5	3.0	0.0	0.0	0.0	0.0	

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8		2		6
Case Number		6.0		7.0		5.0		6.0
Phase Duration, s		21.2		21.2		28.8		28.8
Change Period, ($Y+R_c$), s		7.0		7.0		7.5		7.5
Max Allow Headway (MAH), s		4.2		4.2		5.2		5.2
Queue Clearance Time (g_s), s		13.3		10.2		11.8		8.0
Green Extension Time (g_e), s		1.5		1.5		9.6		9.6
Phase Call Probability		1.00		1.00		1.00		1.00
Max Out Probability		0.01		0.00		0.01		0.01

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	87	124			138	90	83	280	102	92	323	309
Adjusted Saturation Flow Rate (s), veh/h/ln	1361	1463			947	1472	769	1738	1535	1090	1856	1760
Queue Service Time (g_s), s	3.0	3.3			4.3	2.3	4.1	2.5	2.0	2.8	5.9	6.0
Cycle Queue Clearance Time (g_c), s	11.3	3.3			8.2	2.3	9.8	2.5	2.0	5.2	5.9	6.0
Green Ratio (g/C)	0.28	0.28			0.28	0.28	0.43	0.43	0.43	0.43	0.43	0.43
Capacity (c), veh/h	291	403			397	406	387	1495	660	562	798	757
Volume-to-Capacity Ratio (X)	0.300	0.308			0.347	0.221	0.214	0.188	0.155	0.164	0.405	0.408
Back of Queue (Q), ft/ln (95 th percentile)	41.1	46.5			57.8	32.2	28.5	32.7	24.3	25.1	85	79.9
Back of Queue (Q), veh/ln (95 th percentile)	1.6	1.7			2.2	1.2	1.1	1.3	0.9	1.0	3.3	3.2
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00			0.00	0.00	0.13	0.00	0.10	0.12	0.00	0.00
Uniform Delay (d_1), s/veh	21.0	14.1			17.2	13.8	13.0	8.7	8.6	10.3	9.7	9.7
Incremental Delay (d_2), s/veh	0.6	0.4			0.5	0.3	0.4	0.1	0.2	0.2	0.5	0.5
Initial Queue Delay (d_3), s/veh	0.0	0.0			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	21.6	14.6			17.7	14.0	13.4	8.8	8.7	10.5	10.2	10.2
Level of Service (LOS)	C	B			B	B	B	A	A	B	B	B
Approach Delay, s/veh / LOS	17.5	B		16.2	B		9.6	A		10.2	B	
Intersection Delay, s/veh / LOS	11.8						B					

Multimodal Results

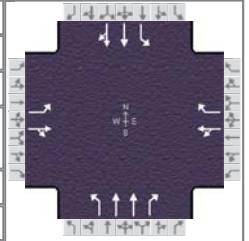
	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.41	B		2.26	B		1.88	B		1.88	B	
Bicycle LOS Score / LOS	0.84	A		0.86	A		0.87	A		1.09	A	

HCS7 Signalized Intersection Results Summary

8.B.c

General Information

Agency	LTG, Inc.			Duration, h	0.250
Analyst	BNH	Analysis Date	9/17/2021	Area Type	Other
Jurisdiction	Volusia County	Time Period	P.M. Peak Background	PHF	0.90
Urban Street	Tymber Creek Rd	Analysis Year	2024	Analysis Period	1> 7:00
Intersection	Tymber Creek Rd & Ty...	File Name	2.1- Tymber Creek Rd & Tymber Run PM.xus		
Project Description	Tattersall at Tymber Creek				



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	135	22	104	101	17	87	85	432	85	102	330	100

Signal Information

Cycle, s	54.1	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	Yes	Simult. Gap E/W	On	Green	22.5	17.1	0.0	0.0	0.0	0.0		
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	5.0	4.0	0.0	0.0	0.0	0.0		
				Red	2.5	3.0	0.0	0.0	0.0	0.0		

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8		2		6
Case Number		6.0		7.0		5.0		6.0
Phase Duration, s		24.1		24.1		30.0		30.0
Change Period, (Y+R _c), s		7.0		7.0		7.5		7.5
Max Allow Headway (MAH), s		4.2		4.2		5.3		5.3
Queue Clearance Time (g _s), s		16.2		10.7		10.6		11.8
Green Extension Time (g _e), s		1.6		1.8		10.8		10.7
Phase Call Probability		1.00		1.00		1.00		1.00
Max Out Probability		0.03		0.00		0.01		0.01

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	150	140			131	97	94	480	94	113	246	231
Adjusted Saturation Flow Rate (s), veh/h/ln	1394	1590			924	1510	924	1752	1585	886	1856	1708
Queue Service Time (g _s), s	5.5	3.6			4.5	2.5	4.0	4.9	2.0	5.2	4.7	4.8
Cycle Queue Clearance Time (g _c), s	14.2	3.6			8.7	2.5	8.6	4.9	2.0	9.8	4.7	4.8
Green Ratio (g/C)	0.32	0.32			0.32	0.32	0.42	0.42	0.42	0.42	0.42	0.42
Capacity (c), veh/h	335	488			409	463	445	1475	667	431	781	719
Volume-to-Capacity Ratio (X)	0.448	0.287			0.321	0.209	0.212	0.325	0.142	0.263	0.315	0.322
Back of Queue (Q), ft/ln (95 th percentile)	75.6	51.7			60.1	35.6	32.7	68.9	25	42.4	71.4	66.1
Back of Queue (Q), veh/ln (95 th percentile)	3.0	2.0			2.2	1.3	1.3	2.7	1.0	1.6	2.8	2.6
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00			0.00	0.00	0.15	0.00	0.10	0.20	0.00	0.00
Uniform Delay (d ₁), s/veh	21.9	14.0			17.1	13.7	13.1	10.3	9.5	13.5	10.3	10.3
Incremental Delay (d ₂), s/veh	0.9	0.3			0.4	0.2	0.3	0.2	0.1	0.5	0.3	0.4
Initial Queue Delay (d ₃), s/veh	0.0	0.0			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	22.8	14.3			17.6	13.9	13.4	10.5	9.6	14.0	10.6	10.7
Level of Service (LOS)	C	B			B	B	B	B	A	B	B	B
Approach Delay, s/veh / LOS	18.7	B		16.0	B		10.8	B		11.3	B	
Intersection Delay, s/veh / LOS	12.9						B					

Multimodal Results

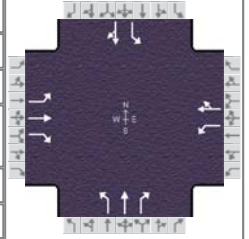
	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.41	B		2.26	B		1.89	B		1.89	B	
Bicycle LOS Score / LOS	0.97	A		0.86	A		1.04	A		0.98	A	

HCS7 Signalized Intersection Results Summary

8.B.c

General Information

Agency	LTG, Inc.			Duration, h	0.250
Analyst	BNH	Analysis Date	9/17/2021	Area Type	Other
Jurisdiction	Volusia County	Time Period	A.M. Peak Background	PHF	0.86
Urban Street	Tymber Creek Rd	Analysis Year	2024	Analysis Period	1> 7:00
Intersection	Tymber Creek Rd & Airp...	File Name	3- Tymber Creek Rd & Airport Rd AM.xus		
Project Description	Tattersall at Tymber Creek				



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	69	100	382	200	45	40	175	80	168	66	109	47

Signal Information

Cycle, s	87.7	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		8	7	4	1	6		2
Case Number		5.3	1.0	4.0	1.0	3.0		6.3
Phase Duration, s		30.2	18.0	48.2	18.4	39.5		21.0
Change Period, ($Y+R_c$), s		7.5	7.5	7.5	8.0	8.0		8.0
Max Allow Headway (MAH), s		4.2	4.1	4.2	4.1	4.2		4.2
Queue Clearance Time (g_s), s		21.9	10.0	4.9	10.0	9.9		10.9
Green Extension Time (g_e), s		0.8	0.5	2.5	0.4	2.1		2.1
Phase Call Probability		1.00	1.00	1.00	0.99	1.00		1.00
Max Out Probability		1.00	0.02	0.01	0.02	0.00		0.00

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (v), veh/h	80	116	374	233	99		203	93	195	77	181	
Adjusted Saturation Flow Rate (s), veh/h/ln	1286	1885	1598	1767	1724		1781	1826	1585	1221	1704	
Queue Service Time (g_s), s	4.3	4.3	19.9	8.0	2.9		8.0	3.0	7.9	5.0	8.9	
Cycle Queue Clearance Time (g_c), s	4.3	4.3	19.9	8.0	2.9		8.0	3.0	7.9	5.0	8.9	
Green Ratio (g/C)	0.26	0.26	0.26	0.40	0.46		0.29	0.36	0.36	0.15	0.15	
Capacity (c), veh/h	416	489	414	561	801		352	655	569	264	254	
Volume-to-Capacity Ratio (X)	0.193	0.238	0.903	0.414	0.123		0.579	0.142	0.343	0.291	0.715	
Back of Queue (Q), ft/ln (95 th percentile)	59.3	84.3	367.2	141.9	47.4		153	57.2	127.8	71.6	180.6	
Back of Queue (Q), veh/ln (95 th percentile)	2.3	3.3	14.6	5.5	1.9		6.0	2.2	5.0	2.7	6.8	
Queue Storage Ratio (RQ) (95 th percentile)	0.27	0.00	1.67	0.53	0.00		0.41	0.00	0.46	0.32	0.00	
Uniform Delay (d_1), s/veh	25.7	25.7	31.4	18.4	13.4		25.7	19.0	20.6	33.9	35.6	
Incremental Delay (d_2), s/veh	0.2	0.2	20.1	0.5	0.1		1.5	0.1	0.4	0.6	3.7	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Control Delay (d), s/veh	25.9	25.9	51.5	18.8	13.4		27.3	19.1	20.9	34.5	39.3	
Level of Service (LOS)	C	C	D	B	B		C	B	C	C	D	
Approach Delay, s/veh / LOS	42.7		D	17.2		B	23.2		C	37.9		D
Intersection Delay, s/veh / LOS	31.0						C					

Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.12		B	1.90		B	1.91		B	2.21		B
Bicycle LOS Score / LOS	1.43		A	1.03		A	1.30		A	0.91		A

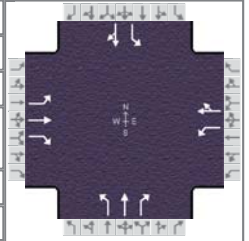
HCS7 Signalized Intersection Results Summary

8.B.c

General Information

Agency	LTG, Inc.		
Analyst	BNH	Analysis Date	9/17/2021
Jurisdiction	Volusia County	Time Period	P.M.Peak Background
Urban Street	Tymber Creek Rd	Analysis Year	2024
Intersection	Tymber Creek Rd & Airp...	File Name	3.1- Tymber Creekl
Project Description	Tattersall at Tymber Creek		

Intersection Information



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	21	49	72	181	79	69	127	192	209	51	113	57

Signal Information

Cycle, s	63.1	Reference Phase	2								
Offset, s	0	Reference Point	End								
Uncoordinated	Yes	Simult. Gap E/W	On	Green	5.3	12.0	7.8	7.0	0.0	0.0	
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.5	4.5	4.0	4.0	0.0	0.0	
				Red	3.5	3.5	3.5	3.5	0.0	0.0	

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		8	7	4	1	6		2
Case Number		5.3	1.0	4.0	1.0	3.0		6.3
Phase Duration, s		14.5	15.3	29.8	13.3	33.3		20.0
Change Period, ($Y+R_c$), s		7.5	7.5	7.5	8.0	8.0		8.0
Max Allow Headway (MAH), s		4.2	4.1	4.2	4.1	4.2		4.2
Queue Clearance Time (g_s), s		4.8	7.6	6.1	5.6	8.1		7.7
Green Extension Time (g_e), s		1.0	0.5	1.0	0.3	2.5		2.5
Phase Call Probability		1.00	0.96	1.00	0.90	1.00		1.00
Max Out Probability		0.00	0.00	0.00	0.00	0.00		0.00

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (v), veh/h	22	52	76	191	156		134	202	220	54	179	
Adjusted Saturation Flow Rate (s), veh/h/ln	1153	1870	1598	1753	1698		1781	1856	1585	1161	1778	
Queue Service Time (g_s), s	1.1	1.6	2.8	5.6	4.1		3.6	4.6	6.1	2.5	5.7	
Cycle Queue Clearance Time (g_c), s	1.1	1.6	2.8	5.6	4.1		3.6	4.6	6.1	2.5	5.7	
Green Ratio (g/C)	0.11	0.11	0.11	0.27	0.35		0.31	0.40	0.40	0.19	0.19	
Capacity (c), veh/h	241	206	176	445	600		384	744	636	335	338	
Volume-to-Capacity Ratio (X)	0.092	0.250	0.430	0.428	0.260		0.348	0.272	0.346	0.160	0.529	
Back of Queue (Q), ft/ln (95 th percentile)	13.9	31.3	47.8	97.9	65.5		60.7	76.6	85.9	29.4	103.3	
Back of Queue (Q), veh/ln (95 th percentile)	0.5	1.2	1.9	3.8	2.5		2.4	3.0	3.4	1.1	4.1	
Queue Storage Ratio (RQ) (95 th percentile)	0.06	0.00	0.22	0.37	0.00		0.16	0.00	0.31	0.13	0.00	
Uniform Delay (d_1), s/veh	25.5	25.7	26.2	19.2	14.5		17.0	12.7	13.1	21.7	23.0	
Incremental Delay (d_2), s/veh	0.2	0.6	1.7	0.7	0.2		0.5	0.2	0.3	0.2	1.3	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Control Delay (d), s/veh	25.6	26.3	27.9	19.8	14.8		17.5	12.9	13.5	21.9	24.3	
Level of Service (LOS)	C	C	C	B	B		B	B	B	C	C	
Approach Delay, s/veh / LOS	27.0		C	17.6		B	14.2		B	23.8		C
Intersection Delay, s/veh / LOS	18.3						B					

Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.12		B	1.90		B	1.89		B	2.11		B
Bicycle LOS Score / LOS	0.73		A	1.06		A	1.40		A	0.87		A

HCS7 Two-Way Stop-Control Report

8.B.c

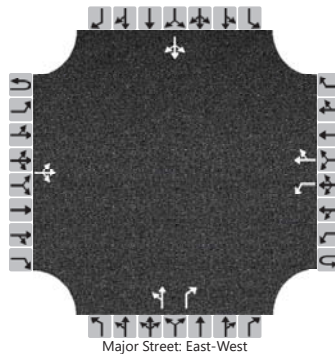
General Information

Analyst	BNH
Agency/Co.	LTG, Inc.
Date Performed	9/16/2021
Analysis Year	2024
Time Analyzed	A.M. Peak Background
Intersection Orientation	East-West
Project Description	Tattersall at Tymber Creek

Site Information

Intersection	Airport Rd & Leeway Trl
Jurisdiction	Volusia County
East/West Street	Airport Rd
North/South Street	Leeway Trail
Peak Hour Factor	0.79
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	1	1	0		0	1	1		0	1	0
Configuration			LTR			L		TR		LT		R			LTR	
Volume (veh/h)		5	242	114		174	96	11		74	6	278		40	6	14
Percent Heavy Vehicles (%)		1				1				1	1	1		1	1	15
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized									No							
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.11				4.11				7.11	6.51	6.21		7.11	6.51	6.35
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.21				2.21				3.51	4.01	3.31		3.51	4.01	3.44

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		6				220				101		352			76	
Capacity, c (veh/h)		1455				1115				188		671			97	
v/c Ratio		0.00				0.20				0.54		0.52			0.79	
95% Queue Length, Q ₉₅ (veh)		0.0				0.7				2.8		3.1			4.2	
Control Delay (s/veh)		7.5				9.0				44.6		16.1			118.6	
Level of Service (LOS)		A				A				E		C			F	
Approach Delay (s/veh)	0.1				5.6				22.5				118.6			
Approach LOS									C				F			

HCS7 Two-Way Stop-Control Report

8.B.c

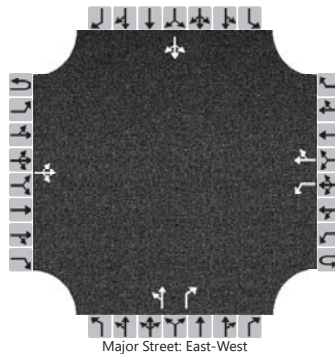
General Information

Analyst	BNH
Agency/Co.	LTG, Inc.
Date Performed	9/16/2021
Analysis Year	2024
Time Analyzed	P.M. Peak Background
Intersection Orientation	East-West
Project Description	Tattersall at Tymber Creek

Site Information

Intersection	Airport Rd & Leeway Trl
Jurisdiction	Volusia County
East/West Street	Airport Rd
North/South Street	Leeway Trail
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	1	1	0		0	1	1		0	1	0
Configuration			LTR			L		TR		LT		R			LTR	
Volume (veh/h)		4	148	3		10	179	69		5	1	16		18	1	7
Percent Heavy Vehicles (%)		25				1				1	1	1		6	1	14
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized									No							
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.35				4.11				7.11	6.51	6.21		7.16	6.51	6.34
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.43				2.21				3.51	4.01	3.31		3.55	4.01	3.43

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		4				11				7		18			29	
Capacity, c (veh/h)		1166				1416				513		881			554	
v/c Ratio		0.00				0.01				0.01		0.02			0.05	
95% Queue Length, Q ₉₅ (veh)		0.0				0.0				0.0		0.1			0.2	
Control Delay (s/veh)		8.1				7.6				12.1		9.2			11.9	
Level of Service (LOS)		A				A				B		A			B	
Approach Delay (s/veh)	0.2				0.3				10.0				11.9			
Approach LOS									A				B			

APPENDIX I

Intersections HCS Summary Sheets – Background Conditions- Improved

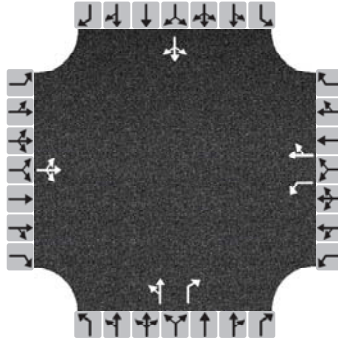
HCS7 All-Way Stop Control Report

8.B.c

General Information

Analyst	BNH	Intersection	Airport Rd & Leeway Trl
Agency/Co.	LTG, Inc.	Jurisdiction	Volusia County
Date Performed	9/22/2021	East/West Street	Airport Rd
Analysis Year	2024	North/South Street	Leeway Trl
Analysis Time Period (hrs)	0.25	Peak Hour Factor	0.79
Time Analyzed	A.M. Background Improvmen		
Project Description	Tattersal at Tymber Creek		

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume	5	242	114	174	96	11	74	6	278	40	6	14
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			L	TR		LT	R		LTR		
Flow Rate, v (veh/h)	457			220	135		101	352		76		
Percent Heavy Vehicles	2			2	3		2	2		2		

Departure Headway and Service Time

Initial Departure Headway, hd (s)	3.20			3.20	3.20		3.20	3.20		3.20		
Initial Degree of Utilization, x	0.406			0.196	0.120		0.090	0.313		0.068		
Final Departure Headway, hd (s)	6.77			7.76	7.19		7.80	6.62		8.39		
Final Degree of Utilization, x	0.860			0.475	0.271		0.220	0.647		0.177		
Move-Up Time, m (s)	2.0			2.3	2.3		2.3	2.3		2.0		
Service Time, ts (s)	4.77			5.46	4.89		5.50	4.32		6.39		

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)	457			220	135		101	352		76		
Capacity	532			464	501		461	544		429		
95% Queue Length, Q ₉₅ (veh)	9.2			2.5	1.1		0.8	4.6		0.6		
Control Delay (s/veh)	38.3			17.3	12.5		12.7	20.6		13.2		
Level of Service, LOS	E			C	B		B	C		B		
Approach Delay (s/veh)	38.3			15.5			18.9			13.2		
Approach LOS	E			C			C			B		
Intersection Delay, s/veh LOS	24.3						C					

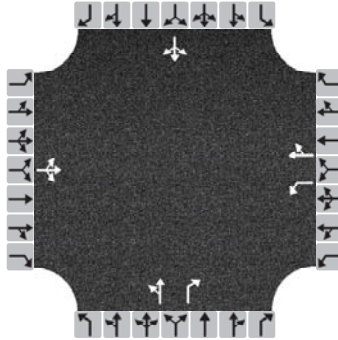
HCS7 All-Way Stop Control Report

8.B.c

General Information

Analyst	BNH	Intersection	Airport Rd & Leeway Trl
Agency/Co.	LTG, Inc.	Jurisdiction	Volusia County
Date Performed	9/22/2021	East/West Street	Airport Rd
Analysis Year	2024	North/South Street	Leeway Trl
Analysis Time Period (hrs)	0.25	Peak Hour Factor	0.90
Time Analyzed	P.M. Background Improvmen		
Project Description	Tattersal at Tymber Creek		

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume	4	148	3	10	179	69	5	1	16	18	1	7
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			L	TR		LT	R		LTR		
Flow Rate, v (veh/h)	172			11	276		7	18		29		
Percent Heavy Vehicles	25			2	3		2	2		6		

Departure Headway and Service Time

Initial Departure Headway, hd (s)	3.20			3.20	3.20		3.20	3.20		3.20		
Initial Degree of Utilization, x	0.153			0.010	0.245		0.006	0.016		0.026		
Final Departure Headway, hd (s)	5.38			5.34	4.66		6.12	5.00		5.75		
Final Degree of Utilization, x	0.257			0.016	0.357		0.011	0.025		0.046		
Move-Up Time, m (s)	2.0			2.3	2.3		2.3	2.3		2.0		
Service Time, ts (s)	3.38			3.04	2.36		3.82	2.70		3.75		

Capacity, Delay and Level of Service

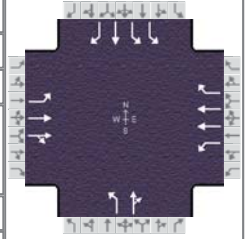
Flow Rate, v (veh/h)	172			11	276		7	18		29		
Capacity	670			674	773		588	721		626		
95% Queue Length, Q ₉₅ (veh)	1.0			0.1	1.6		0.0	0.1		0.1		
Control Delay (s/veh)	10.2			8.1	9.9		8.9	7.8		9.0		
Level of Service, LOS	B			A	A		A	A		A		
Approach Delay (s/veh)	10.2			9.9			8.1			9.0		
Approach LOS	B			A			A			A		
Intersection Delay, s/veh LOS	9.8						A					

HCS7 Signalized Intersection Results Summary

8.B.c

General Information

Agency	LTG, Inc.			Duration, h	0.250
Analyst	BNH	Analysis Date	9/17/2021	Area Type	Other
Jurisdiction	Volusia County	Time Period	A.M. Peak Background Improved	PHF	0.94
Urban Street	SR 40	Analysis Year	2024	Analysis Period	1> 7:00
Intersection	SR 40 & Tymber Creek Rd	File Name	1- SR 40 & Tymber Creek Rd AM.xus		
Project Description	Tattersall at Tymber Creek				



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	63	726	32	76	439	428	36	47	58	621	53	72

Signal Information

Cycle, s	160.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	No	Simult. Gap E/W	On	Green	8.0	1.5	67.2	13.4	36.1	0.0		
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	5.2	0.0	5.2	4.0	4.0	0.0		
				Red	4.5	0.0	2.0	4.7	4.2	0.0		

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2		4		8
Case Number	2.0	4.0	2.0	3.0		10.0		9.0
Phase Duration, s	17.7	74.4	19.2	75.9		22.1		44.3
Change Period, (Y+R _c), s	9.7	7.2	9.1	7.2		8.7		8.2
Max Allow Headway (MAH), s	5.0	0.0	5.0	0.0		5.3		5.1
Queue Clearance Time (g _s), s	8.3		10.1			13.0		31.2
Green Extension Time (g _e), s	0.2	0.0	0.2	0.0		0.4		4.9
Phase Call Probability	0.95		0.97			1.00		1.00
Max Out Probability	0.00		0.00			0.17		0.09

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	67	406	400	81	467	455	38	112		661	56	77
Adjusted Saturation Flow Rate (s), veh/h/ln	1697	1856	1828	1570	1752	1598	1527	1580		1730	1693	1497
Queue Service Time (g _s), s	6.3	26.0	26.0	8.1	14.0	36.4	3.7	11.0		29.2	4.3	6.7
Cycle Queue Clearance Time (g _c), s	6.3	26.0	26.0	8.1	14.0	36.4	3.7	11.0		29.2	4.3	6.7
Green Ratio (g/C)	0.05	0.42	0.42	0.06	0.43	0.43	0.10	0.10		0.23	0.23	0.23
Capacity (c), veh/h	85	779	767	99	1504	686	138	142		781	382	338
Volume-to-Capacity Ratio (X)	0.791	0.521	0.522	0.817	0.310	0.664	0.278	0.785		0.846	0.148	0.227
Back of Queue (Q), ft/ln (95 th percentile)	151.2	452.3	436.5	193.3	256.1	529.4	80.1	236.1		489	92	2.2
Back of Queue (Q), veh/ln (95 th percentile)	5.7	17.7	17.5	6.8	9.9	21.0	2.8	8.7		19.3	3.3	0.1
Queue Storage Ratio (RQ) (95 th percentile)	0.34	0.00	0.00	0.47	0.00	1.16	0.00	0.00		0.87	0.00	0.01
Uniform Delay (d ₁), s/veh	75.2	34.5	34.5	74.0	30.1	36.5	67.9	70.6		59.3	49.6	50.5
Incremental Delay (d ₂), s/veh	20.3	2.5	2.5	20.1	0.5	5.0	1.5	12.9		5.5	0.3	0.5
Initial Queue Delay (d ₃), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	95.5	37.0	37.0	94.1	30.6	41.5	69.5	83.5		64.8	49.9	51.0
Level of Service (LOS)	F	D	D	F	C	D	E	F		E	D	D
Approach Delay, s/veh / LOS	41.5		D	40.7		D	79.9		E	62.4		E
Intersection Delay, s/veh / LOS	49.1						D					

Multimodal Results

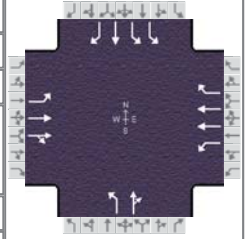
	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	1.93		B	2.29		B	2.47		B	2.34		B
Bicycle LOS Score / LOS	1.21		A	1.32		A	0.74		A	1.80		B

HCS7 Signalized Intersection Results Summary

8.B.c

General Information

Agency	LTG, Inc.			Duration, h	0.250
Analyst	BNH	Analysis Date	9/17/2021	Area Type	Other
Jurisdiction	Volusia County	Time Period	P.M. Peak Background Improvement	PHF	0.95
Urban Street	SR 40	Analysis Year	2024	Analysis Period	1> 7:00
Intersection	SR 40 & Tymber Creek Rd	File Name	1.1- SR 40 & Tymber Creek Rd PM.xus		
Project Description	Tattersall at Tymber Creek				



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	80	1130	31	72	860	376	37	29	77	451	77	45

Signal Information

Cycle, s	170.0	Reference Phase	2	</
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Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2		4		8
Case Number	2.0	4.0	2.0	3.0		10.0		9.0
Phase Duration, s	20.4	92.1	18.3	89.9		23.1		36.5
Change Period, (Y+R _c), s	9.7	7.2	9.1	7.2		8.7		8.2
Max Allow Headway (MAH), s	5.0	0.0	5.0	0.0		5.3		5.1
Queue Clearance Time (g _s), s	10.7		9.2			14.0		24.7
Green Extension Time (g _e), s	0.2	0.0	0.2	0.0		0.4		3.6
Phase Call Probability	0.98		0.97			1.00		1.00
Max Out Probability	0.00		0.00			0.32		0.04

Movement Group Results

Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	84	614	608	76	905	396	39	112		475	81	47
Adjusted Saturation Flow Rate (s), veh/h/ln	1626	1870	1852	1767	1766	1572	1612	1536		1716	1856	1314
Queue Service Time (g_s), s	8.7	41.6	41.6	7.2	30.1	29.3	3.8	12.0		22.7	6.5	5.3
Cycle Queue Clearance Time (g_c), s	8.7	41.6	41.6	7.2	30.1	29.3	3.8	12.0		22.7	6.5	5.3
Green Ratio (g/C)	0.06	0.50	0.50	0.05	0.49	0.49	0.10	0.10		0.17	0.17	0.17
Capacity (c), veh/h	103	934	925	95	1720	765	146	139		571	309	219
Volume-to-Capacity Ratio (X)	0.821	0.657	0.658	0.794	0.526	0.517	0.266	0.801		0.831	0.262	0.217
Back of Queue (Q), ft/ln (95 th percentile)	206.6	667	652.3	172.1	475.5	431.9	82.7	252.5		399.6	143.2	89.3
Back of Queue (Q), veh/ln (95 th percentile)	7.5	26.3	26.1	6.7	18.6	16.9	3.0	9.3		15.6	5.6	3.3
Queue Storage Ratio (RQ) (95 th percentile)	0.46	0.00	0.00	0.41	0.00	0.95	0.00	0.00		0.71	0.00	0.38
Uniform Delay (d_1), s/veh	78.7	31.7	31.7	79.5	30.1	29.9	72.0	75.2		68.5	61.7	61.3
Incremental Delay (d_2), s/veh	19.9	3.6	3.7	18.6	1.2	2.5	1.4	16.7		5.2	0.6	0.7
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	98.5	35.3	35.4	98.1	31.3	32.4	73.4	91.9		73.7	62.4	62.0
Level of Service (LOS)	F	D	D	F	C	C	E	F		E	E	E
Approach Delay, s/veh / LOS	39.4	D		35.3	D		87.1	F		71.3	E	
Intersection Delay, s/veh / LOS	45.4						D					

Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	1.92	B		2.28	B		2.47	B		2.34	B	
Bicycle LOS Score / LOS	1.57	B		1.62	B		0.74	A		1.48	A	

APPENDIX J

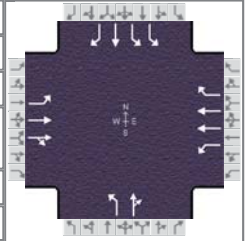
Signalized Intersections HCS Summary Sheets – Build-out Conditions

HCS7 Signalized Intersection Results Summary

8.B.c

General Information

Agency	LTG, Inc.			Duration, h	0.250
Analyst	BNH	Analysis Date	9/17/2021	Area Type	Other
Jurisdiction	Volusia County	Time Period	A.M. Peak Buildout Improved	PHF	0.94
Urban Street	SR 40	Analysis Year	2024	Analysis Period	1> 7:00
Intersection	SR 40 & Tymber Creek Rd	File Name	1- SR 40 & Tymber Creek Rd AM.xus		
Project Description	Tattersall at Tymber Creek				



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	64	726	32	76	439	446	36	47	58	676	53	73

Signal Information

Cycle, s	160.0	Reference Phase	2								
Offset, s	0	Reference Point	End								
Uncoordinated	No	Simult. Gap E/W	On	Green	8.1	1.4	64.5	13.4	38.8	0.0	
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	5.2	0.0	5.2	4.0	4.0	0.0	
				Red	4.5	0.0	2.0	4.7	4.2	0.0	

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2		4		8
Case Number	2.0	4.0	2.0	3.0		10.0		9.0
Phase Duration, s	17.8	71.7	19.2	73.1		22.1		47.0
Change Period, ($Y+R_c$), s	9.7	7.2	9.1	7.2		8.7		8.2
Max Allow Headway (MAH), s	5.0	0.0	5.0	0.0		5.3		5.1
Queue Clearance Time (g_s), s	8.4		10.1			13.0		33.8
Green Extension Time (g_e), s	0.1	0.0	0.2	0.0		0.4		5.0
Phase Call Probability	0.95		0.97			1.00		1.00
Max Out Probability	0.01		0.00			0.17		0.18

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	68	406	400	81	467	474	38	112		719	56	78
Adjusted Saturation Flow Rate (s), veh/h/ln	1697	1856	1828	1570	1752	1598	1527	1580		1730	1693	1497
Queue Service Time (g_s), s	6.4	26.8	26.8	8.1	14.5	39.7	3.7	11.0		31.8	4.2	6.6
Cycle Queue Clearance Time (g_c), s	6.4	26.8	26.8	8.1	14.5	39.7	3.7	11.0		31.8	4.2	6.6
Green Ratio (g/C)	0.05	0.40	0.40	0.06	0.41	0.41	0.10	0.10		0.24	0.24	0.24
Capacity (c), veh/h	86	748	737	99	1444	658	138	142		839	410	363
Volume-to-Capacity Ratio (X)	0.794	0.543	0.543	0.819	0.323	0.721	0.278	0.785		0.858	0.137	0.214
Back of Queue (Q), ft/ln (95 th percentile)	153.8	465.6	449.3	193.6	263.2	578.1	80.1	236.1		527.4	89.8	121.8
Back of Queue (Q), veh/ln (95 th percentile)	5.8	18.2	18.0	6.8	10.2	22.9	2.8	8.7		20.8	3.2	4.5
Queue Storage Ratio (RQ) (95 th percentile)	0.34	0.00	0.00	0.47	0.00	1.27	0.00	0.00		0.94	0.00	0.52
Uniform Delay (d_1), s/veh	75.1	36.5	36.5	74.1	31.9	39.3	67.9	70.6		58.0	47.5	48.4
Incremental Delay (d_2), s/veh	20.4	2.8	2.9	20.4	0.6	6.7	1.5	12.9		6.4	0.2	0.4
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	95.5	39.3	39.3	94.4	32.5	46.1	69.5	83.5		64.3	47.7	48.8
Level of Service (LOS)	F	D	D	F	C	D	E	F		E	D	D
Approach Delay, s/veh / LOS	43.7		D	43.7		D	79.9		E	61.8		E
Intersection Delay, s/veh / LOS	50.9						D					

Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	1.93		B	2.29		B	2.46		B	2.34		B
Bicycle LOS Score / LOS	1.21		A	1.33		A	0.74		A	1.90		B

HCS7 Signalized Intersection Results Summary

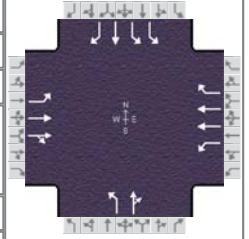
8.B.c

General Information

Agency	LTG, Inc.		
Analyst	BNH	Analysis Date	9/17/2021
Jurisdiction	Volusia County	Time Period	P.M. Peak Buildout Improvement
Urban Street	SR 40	Analysis Year	2024
Intersection	SR 40 & Tymber Creek Rd	File Name	1.1- SR 40 & Tym
Project Description	Tattersall at Tymber Creek		

Intersection Information

Duration, h	0.250
Area Type	Other
PHF	0.95
Analysis Period	1> 7:00
Timmer Creek Rd PM.xus	



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	81	1130	31	72	860	439	37	29	77	488	77	46

Signal Information

Cycle, s	170.0	Reference Phase	2																
Offset, s	0	Reference Point	End	Green	9.2	2.3	80.7	14.4	30.3	0.0									
Uncoordinated	No	Simult. Gap E/W	On	Yellow	5.1	0.0	5.2	4.0	4.0	0.0									
Force Mode	Fixed	Simult. Gap N/S	On	Red	4.0	0.0	2.0	4.7	4.2	0.0									

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2		4		8
Case Number	2.0	4.0	2.0	3.0		10.0		9.0
Phase Duration, s	20.5	90.1	18.3	87.9		23.1		38.5
Change Period, (Y+R c), s	9.7	7.2	9.1	7.2		8.7		8.2
Max Allow Headway (MAH), s	5.0	0.0	5.0	0.0		5.3		5.1
Queue Clearance Time (g s), s	10.8		9.2			14.0		26.6
Green Extension Time (g e), s	0.2	0.0	0.2	0.0		0.4		3.7
Phase Call Probability	0.98		0.97			1.00		1.00
Max Out Probability	0.01		0.00			0.32		0.07

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	85	614	608	76	905	462	39	112		514	81	48
Adjusted Saturation Flow Rate (s), veh/h/ln	1626	1870	1852	1767	1766	1572	1612	1536		1716	1856	1314
Queue Service Time (g s), s	8.8	42.5	42.6	7.2	30.8	37.2	3.8	12.0		24.6	6.4	5.3
Cycle Queue Clearance Time (g c), s	8.8	42.5	42.6	7.2	30.8	37.2	3.8	12.0		24.6	6.4	5.3
Green Ratio (g/C)	0.06	0.49	0.49	0.05	0.47	0.47	0.10	0.10		0.18	0.18	0.18
Capacity (c), veh/h	103	912	904	95	1677	746	146	139		611	331	234
Volume-to-Capacity Ratio (X)	0.824	0.673	0.673	0.796	0.540	0.619	0.266	0.801		0.840	0.245	0.207
Back of Queue (Q), ft/ln (95 th percentile)	209.1	683.9	668.2	172.2	487.4	533.2	82.7	252.5		428.1	140.9	89.9
Back of Queue (Q), veh/ln (95 th percentile)	7.6	26.9	26.7	6.7	19.0	20.8	3.0	9.3		16.7	5.5	3.3
Queue Storage Ratio (RQ) (95 th percentile)	0.46	0.00	0.00	0.41	0.00	1.17	0.00	0.00		0.76	0.00	0.38
Uniform Delay (d 1), s/veh	78.6	33.2	33.2	79.5	31.6	33.2	72.0	75.2		67.5	60.0	59.6
Incremental Delay (d 2), s/veh	20.0	3.9	4.0	18.8	1.3	3.8	1.4	16.7		6.0	0.5	0.6
Initial Queue Delay (d 3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	98.6	37.1	37.2	98.3	32.8	37.1	73.4	91.9		73.5	60.6	60.2
Level of Service (LOS)	F	D	D	F	C	D	E	F		E	E	E
Approach Delay, s/veh / LOS	41.2		D	37.6		D	87.1		F	70.9		E
Intersection Delay, s/veh / LOS	47.1						D					

Multimodal Results

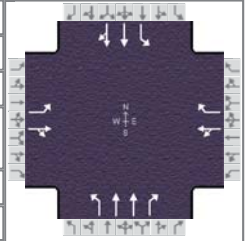
	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	1.92		B	2.28		B	2.47		B	2.34		B
Bicycle LOS Score / LOS	1.57		B	1.68		B	0.74		A	1.55		B

HCS7 Signalized Intersection Results Summary

8.B.c

General Information

Agency	LTG, Inc.			Duration, h	0.250
Analyst	BNH	Analysis Date	9/17/2021	Area Type	Other
Jurisdiction	Volusia County	Time Period	A.M. Peak Bauildout	PHF	0.87
Urban Street	Tymber Creek Rd	Analysis Year	2024	Analysis Period	1> 7:00
Intersection	Tymber Creek Rd & Ty...	File Name	2- Tymber Creek Rd & Tymber Run AM.xus		
Project Description	Tattersall at Tymber Creek				



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	76	8	100	104	16	78	72	263	89	81	525	81

Signal Information

Cycle, s	53.3	Reference Phase	2								
Offset, s	0	Reference Point	End								
Uncoordinated	Yes	Simult. Gap E/W	On	Green	23.8	15.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	5.0	4.0	0.0	0.0	0.0	0.0	0.0
				Red	2.5	3.0	0.0	0.0	0.0	0.0	0.0

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8		2		6
Case Number		6.0		7.0		5.0		6.0
Phase Duration, s		22.0		22.0		31.3		31.3
Change Period, ($Y+R_c$), s		7.0		7.0		7.5		7.5
Max Allow Headway (MAH), s		4.2		4.2		5.2		5.2
Queue Clearance Time (g_s), s		14.1		10.8		13.2		8.9
Green Extension Time (g_e), s		1.5		1.5		10.7		10.8
Phase Call Probability		1.00		1.00		1.00		1.00
Max Out Probability		0.01		0.00		0.01		0.01

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	87	124			138	90	83	302	102	93	356	341
Adjusted Saturation Flow Rate (s), veh/h/ln	1361	1463			948	1472	725	1738	1535	1068	1856	1769
Queue Service Time (g_s), s	3.2	3.5			4.7	2.5	4.6	2.8	2.1	3.0	6.9	6.9
Cycle Queue Clearance Time (g_c), s	12.1	3.5			8.8	2.5	11.2	2.8	2.1	5.7	6.9	6.9
Green Ratio (g/C)	0.28	0.28			0.28	0.28	0.45	0.45	0.45	0.45	0.45	0.45
Capacity (c), veh/h	280	402			388	404	371	1564	691	564	835	796
Volume-to-Capacity Ratio (X)	0.312	0.309			0.355	0.222	0.223	0.193	0.148	0.165	0.426	0.428
Back of Queue (Q), ft/ln (95 th percentile)	44.8	51.2			63.3	35.3	30.8	37.2	25.5	26.9	100.5	94.1
Back of Queue (Q), veh/ln (95 th percentile)	1.7	1.9			2.4	1.3	1.2	1.4	1.0	1.1	3.9	3.8
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00			0.00	0.00	0.14	0.00	0.11	0.13	0.00	0.00
Uniform Delay (d_1), s/veh	22.5	15.1			18.4	14.8	13.6	8.7	8.5	10.4	9.8	9.9
Incremental Delay (d_2), s/veh	0.6	0.4			0.6	0.3	0.4	0.1	0.1	0.2	0.5	0.5
Initial Queue Delay (d_3), s/veh	0.0	0.0			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	23.1	15.6			18.9	15.0	14.0	8.8	8.7	10.6	10.3	10.4
Level of Service (LOS)	C	B			B	B	B	A	A	B	B	B
Approach Delay, s/veh / LOS	18.7	B		17.4	B		9.7	A		10.4	B	
Intersection Delay, s/veh / LOS	12.1						B					

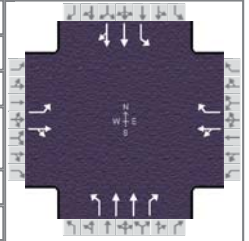
Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.42	B		2.26	B		1.88	B		1.88	B	
Bicycle LOS Score / LOS	0.84	A		0.86	A		0.89	A		1.14	A	

HCS7 Signalized Intersection Results Summary

8.B.c

General Information					Intersection Information	
Agency	LTG, Inc.			Duration, h	0.250	
Analyst	BNH		Analysis Date	9/17/2021	Area Type	Other
Jurisdiction	Volusia County		Time Period	P.M. Peak Buildout	PHF	0.90
Urban Street	Tymber Creek Rd		Analysis Year	2024	Analysis Period	1> 7:00
Intersection	Tymber Creek Rd & Ty...		File Name	2.1- Tymber Creek Rd & Tymber Run PM.xus		
Project Description	Tattersall at Tymber Creek					



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	135	22	104	101	17	88	85	496	85	103	367	100

Signal Information											
Cycle, s	59.1	Reference Phase	2								
Offset, s	0	Reference Point	End								
Uncoordinated	Yes	Simult. Gap E/W	On	Green	26.0	18.5	0.0	0.0	0.0	0.0	
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	5.0	4.0	0.0	0.0	0.0	0.0	
				Red	2.5	3.0	0.0	0.0	0.0	0.0	

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8		2		6
Case Number		6.0		7.0		5.0		6.0
Phase Duration, s		25.5		25.5		33.5		33.5
Change Period, (Y+R _c), s		7.0		7.0		7.5		7.5
Max Allow Headway (MAH), s		4.2		4.2		5.3		5.3
Queue Clearance Time (g _s), s		17.6		11.5		11.7		13.8
Green Extension Time (g _e), s		1.6		1.8		12.4		12.3
Phase Call Probability		1.00		1.00		1.00		1.00
Max Out Probability		0.05		0.00		0.02		0.03

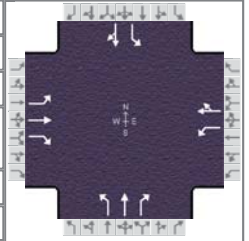
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	150	140			131	98	94	551	94	114	267	252
Adjusted Saturation Flow Rate (s), veh/h/ln	1394	1590			926	1510	890	1752	1585	830	1856	1719
Queue Service Time (g _s), s	6.0	3.9			5.0	2.8	4.5	6.0	2.0	6.1	5.4	5.5
Cycle Queue Clearance Time (g _c), s	15.6	3.9			9.5	2.8	9.7	6.0	2.0	11.8	5.4	5.5
Green Ratio (g/C)	0.31	0.31			0.31	0.31	0.44	0.44	0.44	0.44	0.44	0.44
Capacity (c), veh/h	322	487			398	462	440	1561	706	412	826	765
Volume-to-Capacity Ratio (X)	0.467	0.288			0.329	0.212	0.215	0.353	0.134	0.278	0.323	0.329
Back of Queue (Q), ft/ln (95 th percentile)	85.3	58.6			67.9	40.8	35.8	87.6	26.9	47.9	84.5	77.9
Back of Queue (Q), veh/ln (95 th percentile)	3.4	2.3			2.5	1.5	1.4	3.4	1.1	1.8	3.3	3.1
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00			0.00	0.00	0.16	0.00	0.11	0.22	0.00	0.00
Uniform Delay (d ₁), s/veh	24.0	15.4			18.8	15.0	13.5	10.6	9.5	14.4	10.5	10.5
Incremental Delay (d ₂), s/veh	1.1	0.3			0.5	0.2	0.3	0.2	0.1	0.5	0.3	0.4
Initial Queue Delay (d ₃), s/veh	0.0	0.0			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	25.1	15.7			19.2	15.2	13.9	10.8	9.7	14.9	10.8	10.9
Level of Service (LOS)	C	B			B	B	B	B	A	B	B	B
Approach Delay, s/veh / LOS	20.6	C		17.5	B		11.1	B		11.6	B	
Intersection Delay, s/veh / LOS	13.5						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.42	B	2.26	B	1.89	B	1.89	B
Bicycle LOS Score / LOS	0.97	A	0.87	A	1.10	A	1.01	A

HCS7 Signalized Intersection Results Summary

8.B.c

General Information				Intersection Information	
Agency	LTG, Inc.			Duration, h	0.250
Analyst	BNH	Analysis Date	9/17/2021	Area Type	Other
Jurisdiction	Volusia County	Time Period	A.M. Peak Buildout	PHF	0.86
Urban Street	Tymber Creek Rd	Analysis Year	2024	Analysis Period	1> 7:00
Intersection	Tymber Creek Rd & Airp...	File Name	3- Tymber Creek Rd & Airport Rd AM.xus		
Project Description	Tattersall at Tymber Creek				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	71	105	404	200	47	42	183	91	168	73	143	49

Signal Information														
Cycle, s	92.7	Reference Phase	2											
Offset, s	0	Reference Point	End											
Uncoordinated	Yes	Simult. Gap E/W	On	Green	11.1	15.9	11.0	23.8	0.0	0.0				
				Yellow	4.5	4.5	4.0	4.0	0.0	0.0				
Force Mode	Fixed	Simult. Gap N/S	On	Red	3.5	3.5	3.5	3.5	0.0	0.0				

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		8	7	4	1	6		2
Case Number		5.3	1.0	4.0	1.0	3.0		6.3
Phase Duration, s		31.3	18.5	49.8	19.1	43.0		23.9
Change Period, (Y+R _c), s		7.5	7.5	7.5	8.0	8.0		8.0
Max Allow Headway (MAH), s		4.2	4.1	4.2	4.1	4.2		4.2
Queue Clearance Time (g _s), s		23.2	10.5	5.2	10.7	10.1		13.5
Green Extension Time (g _e), s		0.5	0.5	2.6	0.5	2.4		2.4
Phase Call Probability		1.00	1.00	1.00	1.00	1.00		1.00
Max Out Probability		1.00	0.03	0.01	0.03	0.00		0.00

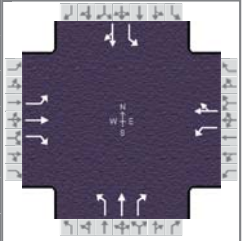
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (v), veh/h	83	122	376	233	103		213	106	195	85	223	
Adjusted Saturation Flow Rate (s), veh/h/ln	1281	1885	1598	1767	1724		1781	1826	1585	1206	1717	
Queue Service Time (g_s), s	4.8	4.8	21.2	8.5	3.2		8.7	3.6	8.1	5.8	11.5	
Cycle Queue Clearance Time (g_c), s	4.8	4.8	21.2	8.5	3.2		8.7	3.6	8.1	5.8	11.5	
Green Ratio (g/C)	0.26	0.26	0.26	0.40	0.46		0.31	0.38	0.38	0.17	0.17	
Capacity (c), veh/h	406	483	409	546	786		346	689	598	284	294	
Volume-to-Capacity Ratio (X)	0.203	0.253	0.917	0.426	0.132		0.615	0.154	0.327	0.299	0.758	
Back of Queue (Q), ft/ln (95 th percentile)	65.7	95.4	398.1	154.3	54.6		166.4	67.9	132.1	82.3	227.3	
Back of Queue (Q), veh/ln (95 th percentile)	2.6	3.8	15.8	6.0	2.1		6.6	2.6	5.2	3.0	8.6	
Queue Storage Ratio (RQ) (95 th percentile)	0.30	0.00	1.81	0.58	0.00		0.44	0.00	0.48	0.37	0.00	
Uniform Delay (d_1), s/veh	27.4	27.5	33.6	19.8	14.6		26.1	19.1	20.5	34.3	36.6	
Incremental Delay (d_2), s/veh	0.2	0.3	23.8	0.5	0.1		1.8	0.1	0.3	0.6	4.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Control Delay (d), s/veh	27.7	27.7	57.4	20.3	14.7		27.9	19.2	20.9	34.9	40.6	
Level of Service (LOS)	C	C	E	C	B		C	B	C	C	D	
Approach Delay, s/veh / LOS	46.9		D		18.6		B		23.4		C	
Intersection Delay, s/veh / LOS	33.1						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.12	B	1.90	B	1.91	B	2.24	B
Bicycle LOS Score / LOS	1.44	A	1.04	A	1.34	A	1.00	A

HCS7 Signalized Intersection Results Summary

8.B.c

General Information				Intersection Information		
Agency	LTG, Inc.			Duration, h	0.250	
Analyst	BNH	Analysis Date	9/17/2021	Area Type	Other	
Jurisdiction	Volusia County	Time Period	P.M.Peak Buildout	PHF	0.95	
Urban Street	Tymber Creek Rd	Analysis Year	2024	Analysis Period	1> 7:00	
Intersection	Tymber Creek Rd & Airp...	File Name	3.1- Tymber Creek Rd & Airport Rd PM.xus			
Project Description	Tattersall at Tymber Creek					



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	24	52	87	181	85	77	153	231	209	56	136	59

Signal Information													
Cycle, s	64.4	Reference Phase	2										
Offset, s	0	Reference Point	End										
Uncoordinated	Yes	Simult. Gap E/W	On	Green	6.4	12.0	8.0	7.0	0.0	0.0			
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.5	4.5	4.0	4.0	0.0	0.0			
				Red	3.5	3.5	3.5	3.5	0.0	0.0			

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		8	7	4	1	6		2
Case Number		5.3	1.0	4.0	1.0	3.0		6.3
Phase Duration, s		14.5	15.5	30.0	14.4	34.4		20.0
Change Period, ($Y+R_c$), s		7.5	7.5	7.5	8.0	8.0		8.0
Max Allow Headway (MAH), s		4.2	4.1	4.2	4.1	4.2		4.2
Queue Clearance Time (g_s), s		5.5	7.8	6.7	6.4	8.1		8.8
Green Extension Time (g_e), s		1.1	0.5	1.1	0.4	2.8		2.8
Phase Call Probability		1.00	0.97	1.00	0.94	1.00		1.00
Max Out Probability		0.00	0.00	0.00	0.00	0.00		0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (ν), veh/h	25	55	92	191	171		161	243	220	59	205	
Adjusted Saturation Flow Rate (s), veh/h/ln	1138	1870	1598	1753	1696		1781	1856	1585	1119	1788	
Queue Service Time (g_s), s	1.3	1.7	3.5	5.8	4.7		4.4	5.7	6.1	2.9	6.8	
Cycle Queue Clearance Time (g_c), s	1.3	1.7	3.5	5.8	4.7		4.4	5.7	6.1	2.9	6.8	
Green Ratio (g/C)	0.11	0.11	0.11	0.26	0.35		0.32	0.41	0.41	0.19	0.19	
Capacity (c), veh/h	235	203	173	438	592		385	761	650	320	333	
Volume-to-Capacity Ratio (X)	0.107	0.270	0.528	0.435	0.288		0.419	0.320	0.338	0.184	0.616	
Back of Queue (Q), ft/ln (95 th percentile)	16.5	34.4	60.9	101.4	75.3		74.9	95.4	86.3	33.5	125.7	
Back of Queue (Q), veh/ln (95 th percentile)	0.6	1.4	2.4	3.9	2.9		3.0	3.7	3.4	1.3	5.0	
Queue Storage Ratio (RQ) (95 th percentile)	0.07	0.00	0.28	0.38	0.00		0.20	0.00	0.31	0.15	0.00	
Uniform Delay (d_1), s/veh	26.2	26.4	27.1	19.7	15.2		17.2	12.9	13.0	22.5	24.1	
Incremental Delay (d_2), s/veh	0.2	0.7	2.5	0.7	0.3		0.7	0.2	0.3	0.3	1.8	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Control Delay (d), s/veh	26.4	27.1	29.6	20.4	15.4		17.9	13.1	13.3	22.8	25.9	
Level of Service (LOS)	C	C	C	C	B		B	B	B	C	C	
Approach Delay, s/veh / LOS	28.3	C		18.0	B		14.4	B		25.2	C	
Intersection Delay, s/veh / LOS	19.0						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.12	B	1.90	B	1.89	B	2.11	B
Bicycle LOS Score / LOS	0.77	A	1.08	A	1.52	B	0.92	A

HCS7 All-Way Stop Control Report

8.B.c

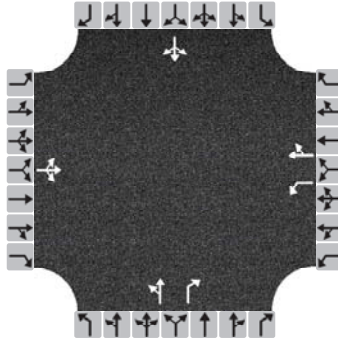
General Information

Analyst	BNH
Agency/Co.	LTG, Inc.
Date Performed	9/22/2021
Analysis Year	2024
Analysis Time Period (hrs)	0.25
Time Analyzed	A.M. Buildout Improvmen
Project Description	Tattersal at Tymber Creek

Site Information

Intersection	Airport Rd & Leeway Trl
Jurisdiction	Volusia County
East/West Street	Airport Rd
North/South Street	Leeway Trl
Peak Hour Factor	0.79

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume	5	244	114	174	102	11	74	6	278	40	6	14
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			L	TR		LT	R		LTR		
Flow Rate, v (veh/h)	459			220	143		101	352		76		
Percent Heavy Vehicles	2			2	3		2	2		2		

Departure Headway and Service Time

Initial Departure Headway, hd (s)	3.20			3.20	3.20		3.20	3.20		3.20		
Initial Degree of Utilization, x	0.408			0.196	0.127		0.090	0.313		0.068		
Final Departure Headway, hd (s)	6.79			7.77	7.21		7.83	6.65		8.43		
Final Degree of Utilization, x	0.867			0.476	0.287		0.220	0.650		0.178		
Move-Up Time, m (s)	2.0			2.3	2.3		2.3	2.3		2.0		
Service Time, ts (s)	4.79			5.47	4.91		5.53	4.35		6.43		

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)	459			220	143		101	352		76		
Capacity	530			463	499		460	542		427		
95% Queue Length, Q ₉₅ (veh)	9.4			2.5	1.2		0.8	4.7		0.6		
Control Delay (s/veh)	39.4			17.3	12.8		12.7	20.8		13.2		
Level of Service, LOS	E			C	B		B	C		B		
Approach Delay (s/veh)	39.4			15.5			19.0			13.2		
Approach LOS	E			C			C			B		
Intersection Delay, s/veh LOS	24.7						C					

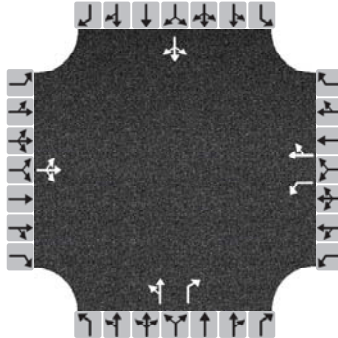
HCS7 All-Way Stop Control Report

8.B.c

General Information

Analyst	BNH	Intersection	Airport Rd & Leeway Trl
Agency/Co.	LTG, Inc.	Jurisdiction	Volusia County
Date Performed	9/22/2021	East/West Street	Airport Rd
Analysis Year	2024	North/South Street	Leeway Trl
Analysis Time Period (hrs)	0.25	Peak Hour Factor	0.90
Time Analyzed	P.M. Buildout Improvmen		
Project Description	Tattersal at Tymber Creek		

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume	4	154	3	10	183	69	5	1	16	18	1	7
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			L	TR		LT	R		LTR		
Flow Rate, v (veh/h)	179			11	280		7	18		29		
Percent Heavy Vehicles	25			2	3		2	2		6		

Departure Headway and Service Time

Initial Departure Headway, hd (s)	3.20			3.20	3.20		3.20	3.20		3.20		
Initial Degree of Utilization, x	0.159			0.010	0.249		0.006	0.016		0.026		
Final Departure Headway, hd (s)	5.38			5.35	4.67		6.15	5.03		5.78		
Final Degree of Utilization, x	0.268			0.017	0.363		0.011	0.025		0.046		
Move-Up Time, m (s)	2.0			2.3	2.3		2.3	2.3		2.0		
Service Time, ts (s)	3.38			3.05	2.37		3.85	2.73		3.78		

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)	179			11	280		7	18		29		
Capacity	669			673	771		586	716		623		
95% Queue Length, Q ₉₅ (veh)	1.1			0.1	1.7		0.0	0.1		0.1		
Control Delay (s/veh)	10.3			8.1	10.0		8.9	7.9		9.1		
Level of Service, LOS	B			A	B		A	A		A		
Approach Delay (s/veh)	10.3			9.9			8.1			9.1		
Approach LOS	B			A			A			A		
Intersection Delay, s/veh LOS	9.9						A					

HCS7 Two-Way Stop-Control Report

8.B.c

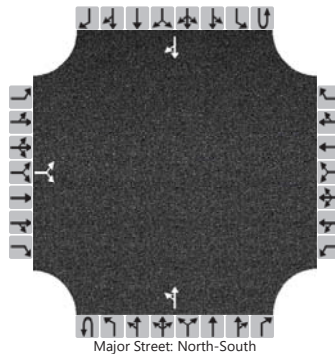
General Information

Analyst	BNH
Agency/Co.	LTG, Inc.
Date Performed	9/22/2021
Analysis Year	2024
Time Analyzed	A.M. Peak Buildout
Intersection Orientation	North-South
Project Description	Tattersall at Tymber Creek

Site Information

Intersection	Tymber Creek Rd & Drive#1
Jurisdiction	Volusia County
East/West Street	Driveway # 1
North/South Street	Tymber Creek Rd
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		5		43						14	190				222	2
Percent Heavy Vehicles (%)		1		1						1						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.41		6.21						4.11						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.51		3.31						2.21						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			52							15						
Capacity, c (veh/h)			761							1329						
v/c Ratio			0.07							0.01						
95% Queue Length, Q ₉₅ (veh)			0.2							0.0						
Control Delay (s/veh)			10.1							7.7						
Level of Service (LOS)			B							A						
Approach Delay (s/veh)	10.1								0.6							
Approach LOS	B															

HCS7 Two-Way Stop-Control Report

8.B.c

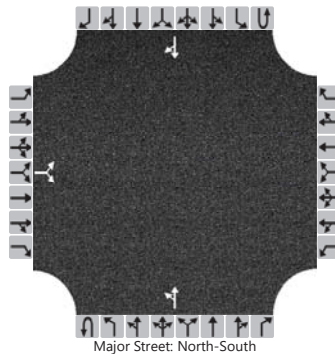
General Information

Analyst	BNH
Agency/Co.	LTG, Inc.
Date Performed	9/22/2021
Analysis Year	2024
Time Analyzed	P.M. Peak Buildout
Intersection Orientation	North-South
Project Description	Tattersall at Tymber Creek

Site Information

Intersection	Tymber Creek Rd & Drive#1
Jurisdiction	Volusia County
East/West Street	Driveway # 1
North/South Street	Tymber Creek Rd
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		3		29						49	283				222	6
Percent Heavy Vehicles (%)		1		1						1						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.41		6.21						4.11						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.51		3.31						2.21						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			35							53						
Capacity, c (veh/h)			732							1324						
v/c Ratio			0.05							0.04						
95% Queue Length, Q ₉₅ (veh)			0.1							0.1						
Control Delay (s/veh)			10.2							7.8						
Level of Service (LOS)			B							A						
Approach Delay (s/veh)	10.2								1.5							
Approach LOS	B															

HCS7 Two-Way Stop-Control Report

8.B.c

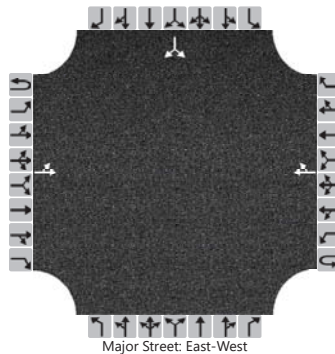
General Information

Analyst	BNH
Agency/Co.	LTG, Inc.
Date Performed	9/16/2021
Analysis Year	2024
Time Analyzed	A.M. Peak Buildout
Intersection Orientation	East-West
Project Description	Tattersall at Tymber Creek

Site Information

Intersection	Airport Rd & Driveway #2
Jurisdiction	Volusia County
East/West Street	Airport Rd
North/South Street	Driveway #2
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		1	552				269	10						29		4
Percent Heavy Vehicles (%)		1												1		1
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.11												6.41		6.21
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.21												3.51		3.31

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		1													36	
Capacity, c (veh/h)		1263													334	
v/c Ratio		0.00													0.11	
95% Queue Length, Q ₉₅ (veh)		0.0													0.4	
Control Delay (s/veh)		7.9													17.1	
Level of Service (LOS)		A													C	
Approach Delay (s/veh)	0.0												17.1			
Approach LOS													C			

HCS7 Two-Way Stop-Control Report

8.B.c

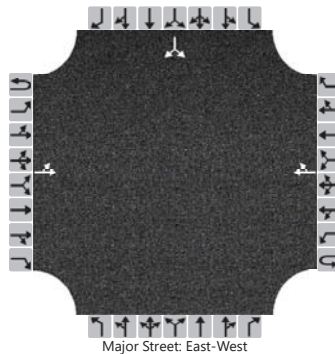
General Information

Analyst	BNH
Agency/Co.	LTG, Inc.
Date Performed	9/16/2021
Analysis Year	2024
Time Analyzed	P.M. Peak Buildout
Intersection Orientation	East-West
Project Description	Tattersall at Tymber Creek

Site Information

Intersection	Airport Rd & Driveway #2
Jurisdiction	Volusia County
East/West Street	Airport Rd
North/South Street	Driveway #2
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		4	144				264	33						19		3
Percent Heavy Vehicles (%)		1												1		1
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.11												6.41		6.21
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.21												3.51		3.31

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		4													24	
Capacity, c (veh/h)		1243													571	
v/c Ratio		0.00													0.04	
95% Queue Length, Q ₉₅ (veh)		0.0													0.1	
Control Delay (s/veh)		7.9													11.6	
Level of Service (LOS)		A													B	
Approach Delay (s/veh)	0.2												11.6			
Approach LOS													B			



Ref: 11472-1

TECHNICAL MEMORANDUM

To: Mr. Steven Spraker, AICP
From: Sergio Narea, P.E.
Subject: Traffic Impact Analysis Review – Tattersall at Tymber Creek
 Ormond Beach, Florida
Date: October 18, 2021

We have reviewed the Traffic Impact Analysis (dated September 2021) as prepared by LTG, Inc. for the Tattersall at Tymber Creek development in Ormond Beach, Florida. Our comments are summarized below:

1. Please provide the updated Project Trip Distribution (Figure 3) in the study, consistent with that provided in the approved methodology.
2. In Table 4 (Historical Growth Rates and Vested Traffic), please confirm the vested trips numbers in the table. For the Tymber Creek Road segment from Granada Blvd to Tymber Run, the vested trips was noted as 223; however, per the vested trip spreadsheets the number of vested trips on this segment should read 454 trips. Additionally, please check the Total Growth Applied values, for this same segment (Tymber Creek Road from Granada Blvd to Tymber Run) the Growth Applied Method states that 1% + Vested was used to calculate Total Growth Applied, however, the Total Growth Applied is only representative of the vested trips and does not include the trips from the 1% annual growth.
3. The study recommends that the Two-Way STOP-control at the Airport Road and Leeway Trail intersection be converted to an ALL-WAY STOP-control; however, we believe that an ALL-WAY STOP is not warranted and could further complicate existing issues during the AM Peak Hour. Under Background conditions, the southbound approach is the only approach that is failing with a delay of 118.6 (s/veh) during the AM peak hour and no approaches are shown as failing during the PM peak hour. Being that the school arrival hour coincides with the AM peak hour; the failure of the southbound approach during the AM peak hour is directly due to the westbound left-turning traffic turning into the school and is not directly related to the development trips. Under the Background Improved conditions (converting to an ALL-WAY STOP) the southbound approach is no longer shown as failing, but now shows a significant increase in the 95th percentile queue and delay for the eastbound and westbound approaches.
4. The access analysis identified the need for a 235-foot northbound left-turn lane and a 185-foot southbound right-turn lane at the Tymber Creek Road and full access driveway (Driveway #1), and we are in agreement. However, please provide an HCS analysis at buildout which includes the proposed turn lanes at Tymber Creek Road/Driveway #1. Additionally, please conduct a site access analysis at the Airport Road and full access driveway (Driveway #2).

Should you have any questions, please contact me at (386) 753-0558.

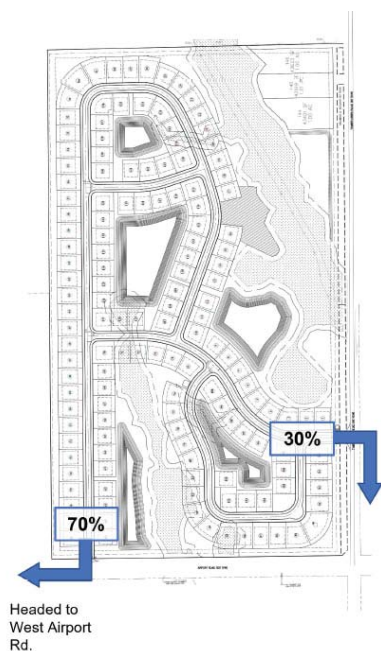


Traffic Engineering

Project Name: Tattersall at Tymber Creek
Project Manager: Melissa Winsett (mwinsett@volusia.org)
Subject: TIA Comments
Date: November 8, 2021

Comments

1. **Page 2, "Planned Roadway Improvements":** As stated in our methodology comments (#2), the four lane widening of Williamson Blvd. between Hand Ave. and Strickland Range Rd is not funded for construction. Therefore, the analysis needs to be based on that section being 2-lanes. Please revise Table 3, Table 12, and all other relevant sections of the segment and intersection analyses.
2. **Page 8, Table 4, Historical Growth Rates and Vested Traffic:** The vested trips include 278 trips from Tymber Creek Apts. Though the TIA was approved, please confirm with the city that the trips are vested.
3. **Page 10, Figure 3, "Project Trip Distribution (%)":**
 - a. Please explain how 0% of the project trip distribution is allocated on Airport Rd. between the driveway and Tymber Creek Rd.
 - b. Please verify the trip distribution at the development. Staff is having a difficult time generating the A.M. and P.M. peak hour volumes in figures 4A and 4B.
 - c. VCTE Commentary: Figure 3 is confusing since it doesn't match the driveway turning movements. This was a point of confusion during the methodology phase. To address reviewers' comments, please include the driveway assignment graphic that was sent to VCTE from LTG on 9-9-21 and clearly explain what was done to derive driveway turning movements.



From: Kady Dearing <kdearing@ltg-inc.us>
To: Melissa Winsett <mwinsett@volusia.org>, Spraker Steven <Steven.Spraker@o...
CC: Anna Propst <apropst@ltg-inc.us>, Bakhan Hamagharib <bhamagharib@ltg-inc...
Date: 9/3/2021 3:29 PM
Subject: RE: [EX] RE: Tattersall at Tymber Creek VCTE TIA methodology comments August 2021.pdf
Attachments: Tattersall - Driveway Assignment Example.png

Hi Melissa,

Thank you for your review and acceptance of the methodology letter.

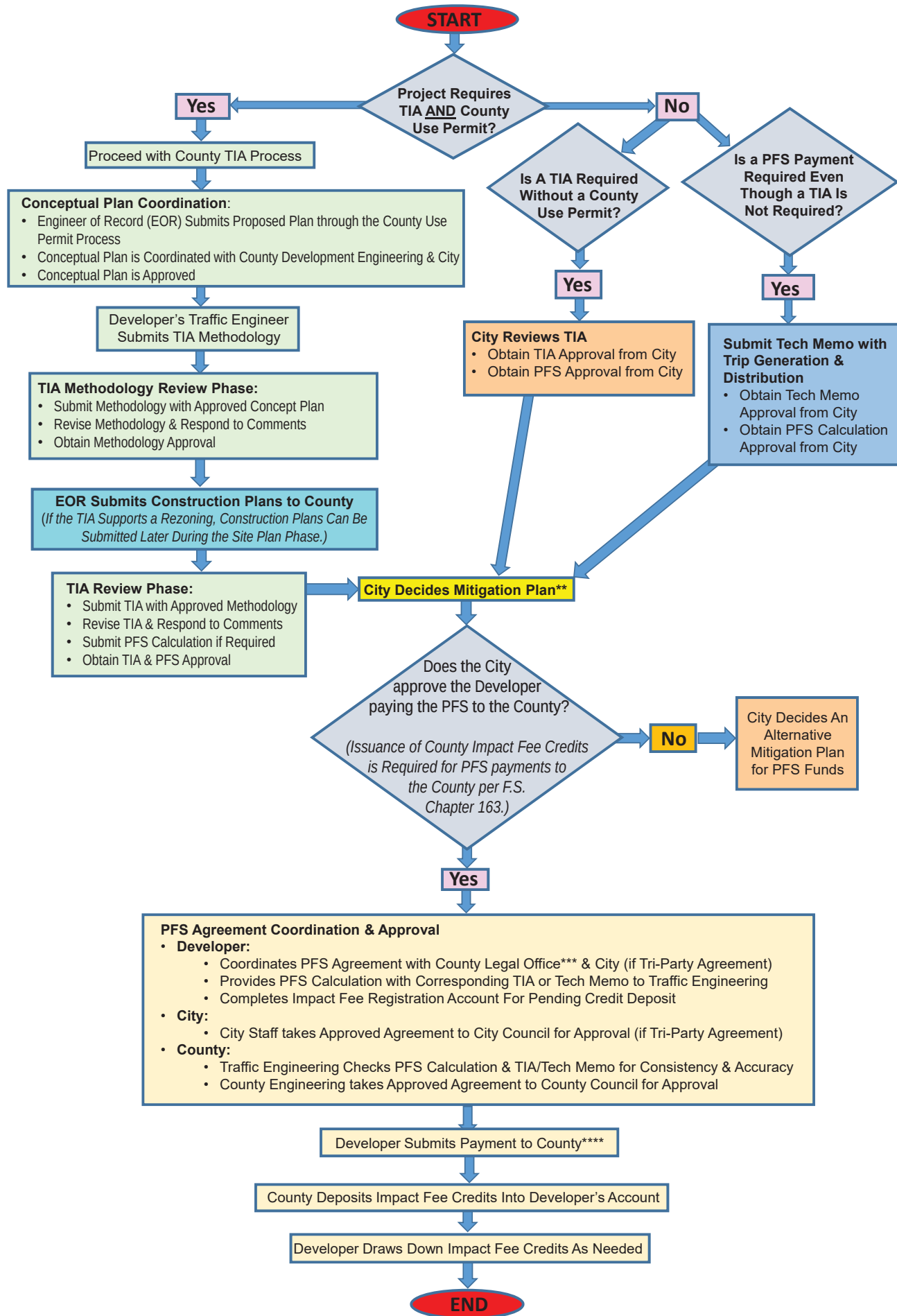
For the two driveways, we wanted to show that assignments may vary based on the destination/attraction of the trip itself. For example the trips that are headed to West Airport Road (from the site) may use a different driveway if they were to head North by using Tymber Creek Road depending on where they live within the development. This is shown by the percent split between the two access points. I've attached a picture of an example of the first assignment listed on Page 2 - West Airport Road.

Please let us know if you have any additional questions or comments.
Thanks again!

Kady Dearing, PE
 Project Engineer
 [cid:image004.jpg@01D7A0D8.6CAF8020]

4. **Pages 11 & 12, Figures 4A and 4B:**
 - a. Please explain how the driveway volumes were derived.
 - b. VCTE Commentary: See 2c above.
5. **Page 18:** For clarity, please identify the field visit and assessment section with a separate title. It currently resides under the Queue Length and Turn Lane Analysis.

6. **Page 20, Site Access Analysis:** Please identify the recommended improvements for the Airport Road site access driveway, which appears to be within the observed school back of queue (1560 feet).
7. **Page 20, Alternative Modes Analysis:**
 - a. The TIA states that a 5-ft sidewalk will be built by developer along the property frontage. Does this include both Airport Rd and Tymber Creek Rd? Please clearly state where the developer will be constructing sidewalks.
 - b. Please identify the route student residents will take to Pathways Elementary either by a thorough description or map with highlighted route. Will children have to cross Airport Road at a location without a crossing guard? How will students access the crossing guard at Leeway Trail? Identify any additional needs.
 - c. Advisory: The alternative mode analysis section in TIAs is required in the River to Sea TPO TIA Guidelines – not specifically Volusia County.
8. **Page 20, Proportionate Fair Share:** Please provide a PFS payment with the revised TIA.
9. **Page 21, “Conclusion and Recommendations”:**
 - a. The first paragraph states that the development will generate 153 net a.m. peak-hour trips and 159 net p.m. peak-hour trips. This information is not consistent with the information provided in Table 5 and figures 4A and 4B. Please confirm that the remainder of the TIA analyzed the correct trip generation data.
 - b. Identify if the developer will be constructing sidewalks on both Airport Road and Tymber Creek Road along the entire property frontage.
10. **Advisory to City - Airport Road Improvement Recommendation:** Section 4 Page 13 identifies a new multi-way stop as an improvement for the intersection of Airport Road & Leeway Trail to address 2024 background traffic. We suggest the applicant provide a multi-way stop warrant analysis to the city, which would enable city staff to verify that the identified recommendation is acceptable
16. **TIA and Site Plan Review:** The TIA and TIA and site plan review do not constitute final driveway approval. Any access control will be independent of the TIA review and will be determined only through the actual plans review process. If you have any questions, please contact Joe Spiller (Development Engineering) at JSpiller@Volusia.org - not the assigned VCTE Project Manager.
17. **Advisory:** Any questions related to the above TIA comments (unless otherwise stated) should be directed toward the VCTE TIA Project Manager identified above.
19. **Advisory:** As of October 1, 2021, VCTE implemented an updated TIA and PFS procedures process for reviews of city developments. The memo is attached to these comments. Please review the procedures and provide all future submittals accordingly.



This flow chart applies to development projects in the cities. Unincorporated development projects generally follow the same process & requirements.

* Projects that don't require TIAs but are located in areas that have deficient roadways & are required to pay PFS.

** Local Govt of which Project is located decides if the developer will build an improvement, pay PFS to the city, pay PFS to the county, pay for a signal, etc.

*** The city decides whether a 2-party or 3 Agreement is necessary between Developer, County & City.

**** Payment must be made by the expiration date & be attached to the Project's executed PFS agreement..

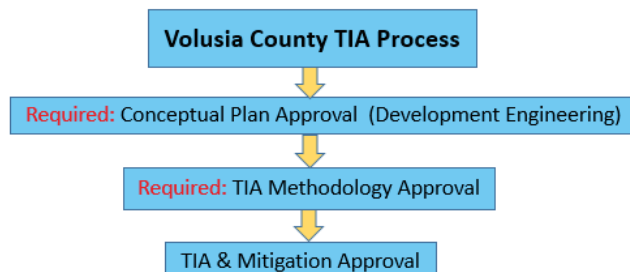


TRAFFIC IMPACT ANALYSIS, PROPORTIONATE FAIR SHARE PAYMENT & COUNTY TRANSPORTATION IMPACT FEE CREDIT PROCESSES

As of October 1, 2021, Volusia County Traffic Engineering and Development Engineering established the following processes for Use Permit TIA reviews, PFS payments and agreements, and Impact Fee crediting:

TRAFFIC IMPACT ANALYSIS (TIA)

The following steps must be followed in *sequential order* to submit TIA methodologies & TIAs to Traffic Engineering:



1) Preliminary Conceptual Plan Coordination: (Allow 1 Week Minimum)

- Conceptual plan approval is required prior to the review of the TIA methodology and must be coordinated through the Use Permit process. A Use Permit Application is required to initiate this process. Please contact Land Development staff at (386) 736-5942 if you require information regarding the permit process, application, fees, etc. For further conceptual plan coordination, please contact Joe Spiller of Development Engineering (jspiller@volusia.org or 386-736-5967 x 12466).
- Use Permits are ultimately permits for construction. The TIA methodology and conceptual plan approvals are prerequisites for construction plan approval. <https://www.volusia.org/services/growth-and-resource-management/planning-and-development/land-development/applications-and-forms.html>

2) TIA Methodology Review and Approval: (Allow 1-2 Weeks Minimum)

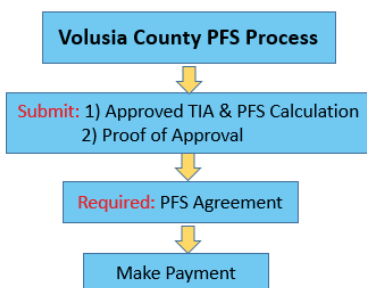
- TIA methodologies must be submitted through the Use Permit application process and must follow the River to Sea TPO Guidelines. <https://www.r2ctpo.org/planning-studies/tia-guidelines/>
- Development Engineering will send Traffic Engineering's comments to the applicant or applicant's authorized agent, which is typically the Engineer of Record for the proposed development. Traffic Engineering shall identify additional contacts and addresses to be copied regarding the TIA methodology.
- The TIA Methodology approval by Traffic Engineering, valid for 6 months, will be issued once all county comments have been addressed as well as the final methodology is provided. The TIA must be submitted before the methodology expires.

3) TIA Review and Approval: (Allow 2-3 Weeks Minimum)

- All TIAs must have an approved methodology. No TIAs will be reviewed without one.
- All TIAs must be submitted through the Use Permit Process. The following items are required -- Incomplete TIA packages will not be reviewed:
 1. TIA PDF containing PFS calculation (if applicable)
 2. Completed TIA Checklist
 3. Response to All Reviewer Comments
 4. TIA Computer Input Files (Synchro, HCS, Model Distribution Files; etc.) Note: Computer input files cannot be uploaded in the permit system without being corrupted. Please send email link to download files (ataylor@volusia.org & mwinsett@volusia.org) or USB flash drive to Traffic Engineering. Failure to send files will cause TIA review delay.
- Development Engineering will send TIA comments to the applicant or applicant's authorized agent which is typically the Engineer of Record for the proposed development. Traffic Engineering shall identify additional contacts and addresses to be copied regarding the TIA review.
- If mitigation is required, Traffic Engineering will request a PFS calculation when the TIA has minimal Level of Service analyses comments. Such calculation must be included in the TIA document. Premature PFS calculations will not be reviewed.
- The TIA approval by Traffic Engineering will be issued once all county comments have been addressed and the final TIA, which shall contain the approved PFS calculation (if applicable), is provided.
- PFS mitigation discussions and coordination should be completed prior to starting the PFS payment process. Please contact Tadd Kasbeer, County Engineer at 386-736-5978 x 12177.

PROPORTIONATE FAIR SHARE (PFS) AGREEMENTS & PAYMENTS

All steps are required to be followed in *sequential order* to be able to make a PFS payment to Volusia County:



1. First, Submit the Approved TIA and/or PFS Calculation for Validation. To enter into a PFS Agreement and pay PFS to Volusia County, the project's TIA or technical memorandum will be used to review the proposed PFS calculation and amount for consistency and accuracy regarding construction costs, segment and intersection PFS calculation application, and critical/near-critical road mitigation.

Please Email the following to Melissa Winsett (mwinsett@volusia.org) of Traffic Engineering:

For Developments that Required a TIA – 2 Required Items:

- Local Jurisdiction*-Approved TIA PDF that includes the PFS calculation
- Proof of TIA/PFS Approval from Local Jurisdiction* – Dated Correspondence with official's name, signature, contact info

For Developments requiring PFS Payment but weren't required to complete TIAs – 2 Required Items:

- Local Jurisdiction*- Approved Technical Memorandum** & PFS calculation
- Proof of Tech Memo/PFS Approval from Local Jurisdiction* – Dated Correspondence with official's name, signature, contact info

** Local Jurisdiction: The local government that is officially reviewing and approving the project – typically a city.*

***Technical Memorandum: Document that identifies a project's trip generation and distribution onto roadway segments that has insufficient capacity and require mitigation to obtain approval.*

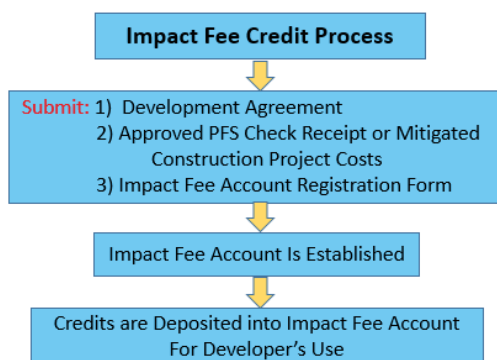
Upon satisfactory confirmation, Traffic Engineering will notify the respective city and County Attorney's Office that the PFS Amount has been validated. The approved PFS amount is valid for one year. Expired PFS will require resubmission to Traffic Engineering.

2. Second, the Developer Must Enter Into a PFS Legal Agreement (Allow 4-6 Weeks Minimum for County Council Approval):
 - Once Traffic Engineering Validates the PFS Amount, the developer may coordinate a PFS agreement with the County Attorney's office. Please contact Russ Brown (rbrown@volusia.org or [386-736-5950](tel:386-736-5950) x12947).
 - Note: All Parent Tract TIAs must pursue "Master PFS Agreements" in lieu of separate PFS agreements for each lot or parcel with in the parent tract or PUD.
3. Third, the Developer Must Provide the PFS Payment to Volusia County:
 - Once the PFS Agreement has been Fully Executed, the PFS Payment can be made.
 - The developer must submit the following two items to Kristen Vieira (kvieira@volusia.org or [386-736-5967](tel:386-736-5967) x 12177)
 - 1) Final Executed County PFS Agreement or Master Agreement:
 - 2) PFS check with same amount outlined in the PFS Agreement: Checks can be addressed to: "County of Volusia." In return, a receipt will be provided. PFS checks should be sent to the address below:

Attn: Kristen Vieira
 Volusia County Engineering
 123 West Indiana Avenue, Room 402
 Deland, FL 32720-4262

IMPACT FEE CREDITS

The following steps are required to be able to obtain impact fee credits for PFS payment or construction mitigation improvement:



1. Establish an Impact Fee Credit Account:

- After the PFS payment is made or constructed improvements are complete, contact Engineering & Construction to establish an impact fee credit account and obtain credits. Contact: Scott Carraro (scarraro@volusia.org, (386) 736-5967 x12287). Please allow 5-7 business days.
 - o *For Impact Fee Credits related to PFS Payments, please submit the following supporting documentation to Engineering and Construction:*
 - Copy of the project's recorded development agreement
 - Copy of your PFS check and receipt.
 - Completed Volusia County Impact Fee Account Registration form** attached. Registration forms require original signatures. Copies or PDF's will not be accepted.
 - .
 - o *For Impact fee credits related to Constructed Improvements, please submit the following to Engineering & Construction:*
 - Copy of the project's recorded development agreement.
 - Actual costs incurred such as executed construction contracts or contractor invoices. Engineers' estimates are not accepted. An itemized tabulation delineating eligible costs is required when contracts or invoices include ineligible items. Note: Eligible costs include design, permitting, right-of-way (if applicable), and construction & CEI.
 - Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

****Note:** Your Transportation Impact Fee Credit Account is like a bank account. The "List of Person(s) authorized to sign for this account", on the form, will be the people authorized to make withdrawals from your Transportation Impact Fee Credit Account.

2. Allow Staff to Process Information and Make Deposit:

- The submittal will be reviewed by county engineering staff and additional information may be requested of the applicant.
- Engineering & Construction will deliver the original executed Registration Form to County Growth and Resource Management (GRM). Contact: Beth Branton (bbranton@volusia.org, (386) 736-5924, ext. 12097).
- GRM will not accept executed forms from anyone other than Engineering & Construction.
- GRM will establish the Transportation Impact Fee Credit Account and send the applicant an email with instructions on how to pay County Transportation Impact Fees with credits, or if desired, transfer your credits. Please be aware that the county auditor completes audits of transportation impact fee credit files.

For questions regarding the following, please call:

- *Impact Fee Credit Registration* - Scott Carraro at (386) 736-5967, ext. 12287, scarraro@volusia.org
- *Impact Fees or Impact Fee Credit Account balance* - Beth Branton at (386) 736-5924, ext. 12097, bbranton@volusia.org.
- *PFS Agreements*, please contact Russ Brown at [386-736-5950](tel:386-736-5950) x12947, rbrown@volusia.org
- *PFS payments*, please contact Kristen Vieira at 386-736-5968, ext. 12177, kvieira@volusia.org
- *PFS calculations*, please contact Melissa Winsett at 386-736-5968, ext. 12322, mwinsett@volusia.org

Growth and Resource Management - Impact Fees
123 West Indiana Avenue, Room 200
DeLand, FL 32720-4604
TELEPHONE: (386) 736-5924, ext. 12097
E-MAIL: impactfees@volusia.org

NOTE: Credit must be applied to projects within the above zone

PLEASE PRINT OR TYPE

Date: _____
APPLICANT INFORMATION:

Name	E-Mail Address
------	----------------

Business Name _____

Mailing Address _____

City	State	Zip
()		()

Telephone Number	Fax Number
------------------	------------

Answer the following questions on the subject property:

1. Physical Address:

City:

The correct numeric street address for the site must be furnished. If unsure, contact the City or County where the project is located for the correct address.

2. Property Tax Parcel Number(s):

	-	-	-		-	-	-	
	-	-	-		-	-	-	
	-	-	-		-	-	-	

3. List of Person(s) authorized to sign complete any/all transactions for this account:**

****ONLY persons listed will be given information or access to the account.**

Printed Name _____ Signature _____

Printed Name _____ Signature _____

Printed Name _____ Signature _____

Signature of Applicant/Property Owner:_____

THIS AREA TO BE COMPLETED BY VOLUSIA COUNTY PERSONNEL

Total credits to be awarded: \$ _____

Proportionate Fair Share Payment: Yes ☐ No ☐

Date of PFS payment Development Project:

Additional Details:

Approved by (signature) _____ Tadd Kasbeer, P.E., County Engineer

Date _____

ATTACHMENT 6

Applicant provided information and site plans

- Summary Letter
- Applicant provided development order
- Holding Capacity Analysis
- Site plans

Scott W. Cichon
 Robert A. Merrell III
 John P. Ferguson
 Mark A. Watts
 Heather Bond Vargas
 Michael J. Woods
 Raymond L. Schumann
 Kathleen L. Crotty
 Michael O. Sznajstajler
 Matthew S. Welch
 Robert E. Doan
 William A. Rice
 Douglas J. Collins
 Sar E. Glover
 Holly W. Zitzka
 Jessica L. Gow
 Joseph A. Cottingham
 Nika K. Hosseini
 Sydney V. Cichon



Daytona Beach • DeLand

231 N. Woodland Blvd.
 DeLand, Florida 32720
 (386) 736-7700
 Fax (386) 785-1549
 CobbCole.com

OF COUNSEL
 Larry D. Marsh

RETIRED
 Thomas S. Hart

William M. Cobb
 (1881-1939)
 Thomas T. Cobb
 (1916-2004)
 W. Warren Cole, Jr.
 (1926-2008)

August 12, 2022

Steven Spraker
 Planning Director
 City of Ormond Beach
 22 South Beach Street
 Ormond Beach, FL 32174

Re: Tattersall at Tymber Creek PD
 Parcel ID No(s): 4123-00-00-0012, 4124-00-00-0240 & 4124-00-00-0250

Dear Steve:

Our office has the pleasure of representing Enclave of Timber Creek LLC and Tymber Sky, LLC (owners) and Paylin Tymber 1 and 2, LLC (contract purchaser) with the development of the above-referenced properties in Ormond Beach, Florida. This project presently consists of 129 single-family residential units. As outlined herein, and in the accompanying response from Zev Cohen & Associates, this project is consistent with the directives contained in the Ormond Beach Comprehensive Plan and the requirements for the Planned Residential Development zoning overlay and provides the following:

a. Innovative site design.

The Tattersall at Tymber Creek project encompasses 84 acres of land and a proposed 129 residential units. As a result, the goal of this development is to provide significant open areas and active recreation areas for the residents of the development to use and enjoy as well as attractive larger home sites with timeless elevations and designs. The PD Plan, attached to the development agreement as Exhibit "C" demonstrates the innovative nature of the project design as a whole, with expansive open and green space, larger lot sizes, and interconnected street and sidewalk features.

b. Coordinated architectural design.

The Tattersall at Tymber Creek development provides for unique and thoughtful elevations for single family residences, which includes the minimum dimensional standards of 80 feet by 110 feet to provide the residents of Ormond Beach a beautiful home and community to

Page 2

reside and work in. The development also provides for distinctive and classic entry features and signage, as further detailed in Exhibits “F” and “G” to the development agreement.

c. Open space, recreation, common areas.

The development offers over 28.39 acres of open space areas, active recreation, and amenity areas for the residents of the development to enjoy as part of an active lifestyle in Ormond Beach. The development also preserves over 12.7 acres of wetlands, and includes over 7.7 acres of beautiful wet ponds throughout the development. The development also preserves more natural area than is required by the City’s Land Development Code. Over 18.7% of the 84 acres of property is natural preservation, which does not include the almost 13 acres of wetlands.

d. Coordinated streetscape elements.

The development includes significant entry features, buffering, and landscape features as specifically innovated for this project by the landscape architects and engineers at Zev Cohen & Associates. The exhibits to the development agreement illustrate the interconnected elements of the cohesive streetscape in addition to connecting sidewalks surrounding the proposed development.

In addition, this development meets the development order criteria of Section 1-15(e) of the City’s Land Development Code by providing for the following:

(1) The proposed development conforms to the standards and requirements of this Land Development Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

The development conforms to the standards in the Land Development Code which provides for a zoning of Planned Residential Development (PRD) which requires the applicant to provide a holding capacity analysis, flood zone information, proposed lot layout, recreation areas, phasing plan, generalized areas of stormwater, road layouts, and landscaping buffers prior to proceeding. All of these analyses have been accomplished here to ensure there are no adverse impacts to the public health, safety, welfare or quality of life.

(2) The proposed development is consistent with the comprehensive plan.

The development conforms to all the requirements of the Suburban Low Density Residential (SLDR) & Open Space/Conservation (OS/C) future land use classification.

Page 3

(3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including, but not limited to, waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The proposed development was re-designed specifically to account for the natural resources on the property and to avoid and minimize any wetland impacts to the highest degree possible. So much so that the development has reduced the number of residential units on the property in order to protect environmentally sensitive areas.

(4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare or visual impacts on the neighborhood and adjoining properties.

The development is currently a vacant and underutilized piece of land. The proposed development will provide significant open areas and active recreation areas for the residents of the development to use and enjoy as well as attractive larger home sites with timeless elevations and designs, and substantial buffers and screening. This development will provide for an upscale community for the residents which may improve surrounding home values.

(5) There are adequate public facilities to serve the development, including, but not limited to, roads, sidewalks, bikepaths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

Through the various concurrency processes, we have determined with the applicable governmental authorities that there are adequate public facilities for this development, this includes all of the public facilities referred to above.

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.

A traffic study has been completed for the development. Moreover, the ingress and egress to the development has been updated to account for public input and to ensure adequate access by emergency vehicles.



Page 4

(7) The proposed development is functional in the use of space and aesthetically acceptable.

As previously noted, the development will provide significant open areas and active recreation areas for the residents of the development to use and enjoy as well as attractive larger home sites with timeless elevations and designs, and substantial buffers and screening.

(8) The proposed development provides for the safety of occupants and visitors.

The development provides for entry features, signage, buffering, and fencing to ensure occupants and visitors can clearly get around the development and comfortably reside within the community.

(9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

As previously noted, the development will provide significant open areas and active recreation areas for the residents of the development to use and enjoy as well as attractive larger home sites with timeless elevations and designs similar to the type of designs used across Ormond Beach, and substantial buffers and screening.

(10) The testimony provided at public hearings.

The development team has met with citizens for input and suggestions prior to submitting this most recent development plan. Public input is important and appreciated and the goal is to create a residential community for the citizens of Ormond Beach to enjoy.

Based on the responses above, we are excited to move the proposed Tattersall at Tymber Creek project forward for the residents of Ormond Beach. As always, should you have any questions, please do not hesitate to contact me.

Sincerely,

/s/ *Mark A. Watts*

Mark A. Watts
Mark.Watts@CobbCole.com

**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE: Application of: Paylin Tymber 1 and 2, LLC, contract purchaser and
developer, with authorization of Enclave of Timber
Creek, LLC and Tymber Sky, LLC, owners
Application No: 2022-XX
Project Name: Tattersall at Tymber Creek
Property Address: 304 North Tymber Creek Road, Ormond Beach,
Florida 32174
Parcel ID Number(s): 4124-00-00-0240; 4124-00-00-0250; 4123-00-00-
0012

**PLANNED RESIDENTIAL DEVELOPMENT
DEVELOPMENT ORDER**

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida ("City"), on _____, 2022 and _____, 2022 and the City Commission having considered those items as required by 1-18(D) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan*;

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; deprive adjoining properties of adequate light and air; or create excessive noise, odor, glare or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater

1 treatment, drainage, fire and police safety, parks and recreation facilities, schools, and
2 playgrounds, as proposed;

3
4 6. Ingress and egress to the property and traffic patterns are designed
5 to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience,
6 allow for desirable traffic flow and control, and provide adequate access in case of fire or
7 catastrophe, as proposed;

8
9 7. The proposed development is functional in the use of space and
10 aesthetically acceptable;

11
12 8. The proposed development provides for the safety of occupants and
13 visitors;

14
15 9. The proposed used of materials and architectural features will not
16 adversely impact the neighborhood and aesthetics of the area; and

17
18 10. The testimony provided at public hearings.

19
20 **Thereupon and in consideration thereof, the City Commission hereby**
21 **orders that:**

22
23 A. The application of Paylin Tymber 1 and 2, LLC, a Florida
24 corporation, the contract purchaser and developer, with the authorization of Enclave of
25 Timber Creek, LLC, a Florida limited liability company and Tymber Sky, LLC, a Florida
26 limited liability company, the owners of that property consisting of approximately +/- 84
27 acres located at the intersection of Airport Road and Tymber Creek Road (Volusia County
28 parcel numbers: 4124-00-00-0240; 4124-00-00-0250; 4123-00-00-0012) (the "Property"),
29 for a Development Order for a Planned Residential Development to be known as "Tattersall
30 at Tymber Creek", to allow the construction of a residential community consisting of 129
31 single-family lots, and associated subdivision improvements, on that Property more
32 particularly described and depicted in Exhibit "A", attached hereto and incorporated herein
33 by reference, is hereby granted, subject to the following conditions:

34
35 1. All applicable provisions of Chapter 2, District and General
36 Regulations, Article II, District Regulations, Section 2-35, Planned Residential
37 Development, of the City of Ormond Beach *Land Development Code*, except as otherwise
38 specifically modified hereby, shall at all times by strictly complied with. Special
39 Conditions, provided for herein as Section A. 2-13 and attached as Exhibit "B" shall be
40 permitted and complied with:

41
42 ~~2. Incorporate the uses and dimensional standards of the SR~~
43 ~~(Suburban Residential) zoning district, except as otherwise provided in the development~~
44 ~~order.~~

23. *Parking.* Section 3-26 of the Land Development Code requires two (2) parking space per dwelling unit. Based on the 129 dwelling units proposed, 258 parking spaces shall be required. In addition, one (1) on-site parking space shall be provided for each two hundred fifty (250) square feet of indoor recreation area and one (1) such space for each four hundred (400) square feet of active outdoor recreation area. If both types of recreation areas are located on the same site, only the indoor requirement must be met per Section 2-35(h)(9) of the City of Ormond Beach *Land Development Code*.

34. *Sidewalks.* The developer shall construct a sidewalk along Airport Road from Tymber Creek Road to Leeway Trail and along a portion of Tymber Creek Road, from the proposed entry of the development on Tymber Creek Road to the intersection of Tymber Creek Road and Airport Road, as further illustrated on the development plan incorporated herein as Exhibit "CB."

45. *Fences.* The developer shall implement fencing around the perimeter of the subdivision of 6 feet in height constructed out of solid PVC material with a white color. ~~All~~ Perimeter fencing will be installed as a requirement of the phase being developed ~~part of the initial subdivision infrastructure~~. This does not include the development's entry locations that border Airport Road or Tymber Creek Road included as part of the entry features described below. Additional fence requirements shall be specified in the Homeowners' Association Master Covenants and Restrictions and shall be controlled by the Architectural Review Committee, which shall be established as part of the development. Fencing for individual lots shall conform with the fence details attached as Exhibit "DE".

56. *Phasing.* The development may be built in one or more phases, in substantial accordance with the attached phasing plan in Exhibit "E". Any revisions to the phasing plan may be processed as a minor amendment to this PRD Development Order.

67. *Recreational area.* In lieu of the indoor recreation floor area requirement, the development may provide, at a minimum, an additional thirty (30) square feet per unit of outdoor active recreation space in compliance with Section 2-35(h) of the Land Development Code.

78. *Model Homes and Temporary Sales Offices.* The developer may designate and construct up to 10 lots as model homes and 2 lots as temporary sales offices for each phase of development. The design for all single-family homes shall be similar to the elevations attached as Exhibit "FD". Construction of a model home or temporary sales office for a particular phase may commence in conjunction with the construction of infrastructure improvements for said phase, however, a final certificate of occupancy for said model home or temporary sales office shall not be issued until final plat approval for said phase. No model home shall be constructed until the water and sewer lines have been constructed and are operational. Developer may also install and maintain a temporary construction trailer on a designated lot and must include electric. The construction trailer shall not be open to the public and shall not require paved parking or

1 other applicable requirements of a temporary sales office but shall provide temporary
 2 stabilized off-street employee parking.

3
 4
 5 89. *Entry Features.* Development entry features shall have a
 6 maximum height of 8 feet. Signage for the development shall be similar to the examples
 7 attached as Exhibit "GE."

8
 9 910. *Drainage.* As part of the first phase of the development,
 10 Developer shall construct or cause to be constructed a culvert under Leeway Trail and an
 11 open ditch or swale from Leeway Trail to Groover Branch, if authorized and as permitted
 12 by St. John's River Water Management District and any applicable jurisdiction with
 13 authority. A portion of the improvements will be on property owned by the City and the
 14 City shall freely grant developer such applicable rights as to construct the culvert and
 15 swale. The portion of the drainage improvements constructed on the Property will be
 16 located within a fifty (50) foot easement, which access and maintenance rights shall be
 17 granted to the City. Once the drainage improvements are installed, the City shall provide
 18 perpetual maintenance of the same. The City shall ~~also assist~~ lead and cause ~~in~~ the
 19 permitting of the drainage improvements through the St. John's River Water Management
 20 District.

21
 22 The proposed stormwater management system design must provide
 23 reasonable assurance that the construction of the project will not adversely affect
 24 the water quality of the receiving waterbody or increase the rate or volume of
 25 discharge from the project to the receiving waterbody.

26
 27 Surface water management plans must demonstrate that the
 28 proposed development or activity has been planned and designed and will be
 29 constructed and maintained to meet the general design standards of Section 3-18 of
 30 the City's Land Development Code by maintaining the natural hydrodynamic
 31 characteristics of the watershed, and preventing increased flooding and damage.

32
 33 Stormwater runoff shall be consistent with best management
 34 practices (such as the state development manual published by the Florida
 35 Department of Environmental Protection) prior to discharge into any natural or
 36 artificial drainage systems.

37
 38 101. *Lot Layout.* The actual count, location, and layout of the
 39 developed areas within the development shall be determined during subdivision review
 40 and may be modified based on responses from and requirements of applicable permitting
 41 agencies and identified environmental conditions.

42
 43 112. *Side Yard Setbacks.* Sideyard setbacks shall be a minimum of
 44 7.5' on each side with a total of 15'.
 45

1 123. *Maximum Building Coverage.* *The maximum building*
2 *coverage for all lots that are designed to meet the SR (Suburban Residential) zoning*
3 *classification dimensional standards shall be 50%.*
4

5 134. *Maximum Impervious Coverage.* *The maximum impervious*
6 *coverage for all lots that are designed to meet the SR (Suburban Residential) zoning*
7 *classification shall be reduced from 75% to 70%.*
8
9

10
11 B. The final plans for the development project shall be consistent with
12 all the conditions listed in this Development Order and as depicted in the plans that are
13 attached hereto and incorporated herein by reference as Exhibit "CB".
14

15 C. No material changed shall be made to the final plan for the
16 development project without further review by the Planning Board and approval by the
17 City Commission in accordance with the procedures for the approval or modification of
18 development orders.
19

20 D. All site construction activity shall be performed in strict compliance
21 with the terms and conditions of this Planned Residential Development Order approved for
22 this development project, and of the *Land Development Code*.
23

24 E. If the final plan approval lapses under the provisions of Section 1-
25 14 of the *Land Development Code* before the planned development permit can be
26 established, a new application for a Planned Residential Development Order must be
27 submitted for consideration in accordance with the requirements of the *Land Development*
28 *Code*.
29

30 F. In the event the use of the land approved by this Planned Residential
31 Development Order is abandoned for a period of three (3) years any permit issued
32 hereunder and this Planned Residential Development Order shall automatically become
33 void and a Notice of Final Plan Revocation shall be filed under the provisions of Section
34 1-14(3)b. of the *Land Development Code*, and a new application for a Planned Residential
35 Development Order must be submitted for consideration in accordance with the
36 requirements of the *Land Development Code*.
37

38 G. The Neighborhood Improvement Officer shall semi-annually
39 prepare a report indicating which planned developments are not in compliance with Section
40 1-14. In the event a Neighborhood Improvement Officer determines there to be any
41 violation, such Officer shall initiate appropriate code enforcement action for hearing before
42 the City's Special Magistrate.
43

44 H. In the event a building permit has not been issued within thirty-six
45 (36) months, which date shall be _____, then this Development Order shall
46 automatically become void and shall have no further legal effect per Chapter 1, Article II,

1 Section 1-14, of the *Land Development Code*. If a building permit is issued on or before
 2 _____ the project shall be vested.
 3

4 I. This Planned Residential Development Order shall be recorded in
 5 the public records of Volusia County, Florida, at the expense of Paylin Tymber 1 and 2,
 6 LLC, a Florida limited liability company, the contract purchaser and developer, and shall
 7 be binding upon Paylin Tymber 1 and 2, LLC, a Florida limited liability company, the
 8 contract purchaser and developer, and Enclave of Timber Creek, LLC, a Florida limited
 9 liability company, and Tymber Sky, LLC, a Florida limited liability company, the owners
 10 of the Property, and its successors and assigns, and shall run with the real property
 11 described in Exhibit "A" attached hereto.
 12

13 **ORDERED** this ____ day of _____ 2022.
 14

15 **CITY COMMISSION**
 16 **CITY OF ORMOND BEACH**, a Florida
 17 municipal corporation
 18

19 **By:** _____
 20 **BILL PARTINGTON**
 21 Mayor
 22

23 **By:** _____
 24 **JOYCE A. SHANAHAN**
 25 City Manager
 26

TATTERSALL AT TYMBER CREEK

21021

HOLDING ANALYSIS

CITY OF ORMOND BEACH

June 21, 2022
Revised



300 Interchange Blvd • Ormond Beach, FL 32174

386-677-2482 • Fax 386-677-2505

Civil Engineering • Transportation • Environmental
Landscape Architecture • Planning



300 Interchange Blvd • Ormond Beach, FL 32174
 386.677.2482 • Fax 386.677.2505

Civil Engineering • Transportation • Environmental
 Landscape Architecture • Planning

Project Name: TATTERSALL AT TYMBER CREEK
 Project No.: 21021
 Date: June 21, 2022
 By: RH
 Description: TABLE OF CONTENTS

- A. SUMMARY
- B. HOLDING ANALYSIS SPREADSHEET
- C. AREA EXHIBIT
- D. FLOOD, SOILS & FLU MAP COMBINED
- E. FLOOD & SOILS MAP COMBINED
- F. FLOOD MAP
- G. SOILS MAP
- H. CITY OF ORMOND BEACH LDC SECTION 2-35.C.4

Summary of Subdivision Density

1. Holding capacity based on soils, flood plain and utilities (see information contained within the Report):
 - Maximum number of units: 248.88
 - Units per acre (67.64 total acres): 3.68
2. Gross density based on the number of project acres divided by the proposed number of lots:
 - Maximum number of units: 129
 - Units per acre (67.64 total acres): 1.91
3. Proposed Gross Density is 1.53 units per acre
4. Proposed Net density is 1.91 units per acre
5. Maximum allowable units per Ordinance 08-54 is 234 units based on a total SLDR Land Use developable site area of 67.54 (3.46 units per acre).

Note: Minor discrepancies in the total developable site area within the SLDR Land Use are acknowledged but have no effect on the proposed density of 1.91 units per acres since it is well below the maximum calculated density of 3.68 units per acre as well as below the maximum allowed by Ordinance 80-54, 3.46 units per acre.

TATTERSALL AT TYMBER CREEK
HOLDING ANALYSIS

8.B.c

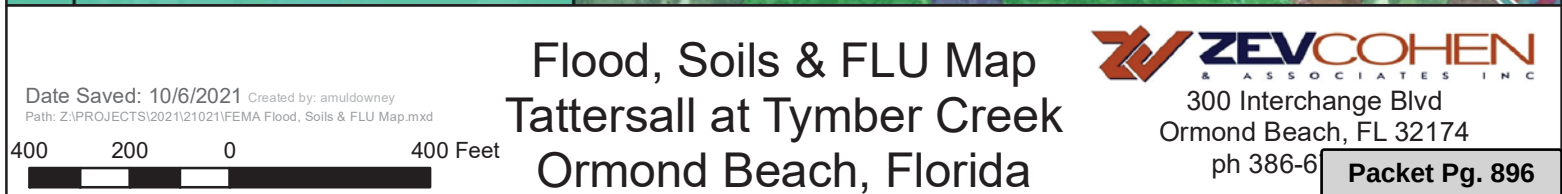
SOIL TYPE	AREA IN 100 YR FLOODPLAIN		AREA OUT OF 100 YEAR FLOODPLAIN		DEVELOPMENT POTENTIAL	DENSITY FACTOR W/IN FLOOD PLAIN	DENSITY FACTOR OUTSIDE FLOOD PLAIN	ALLOWABLE DENSITY (UNITS)	HIGH WATER TABLE ELEV. (IN. BELOW GROUND)
	SQ FT	ACRES	SQ FT	ACRES					
22	2,254.26	0.05	26,606.69	0.61	MED/HIGH	4	6	3.87	24-42
	4,374.92	0.10	109,798.66	2.52	MED/HIGH	4	6	15.53	
	4,636.61	0.11			MED/HIGH	4	6	0.43	
23	9,152.12	0.21	71,525.66	1.64	MED LOW/MED	3	4	7.20	6-18
	15,986.07	0.37	1,049,907.84	24.10	MED LOW/MED	3	4	97.51	
	109,578.97	2.52	0.00		MED LOW/MED	3	4	7.55	
	170,198.32	3.91			MED LOW/MED	3	4	11.72	
	149.38	0.003							0-12
24	996.57	0.02			LOW/MED LOW	0.5	3	0.01	
	12,486.25	0.29			LOW/MED LOW	0.5	3	0.14	
	18,512.44	0.42			LOW/MED LOW	0.5	3	0.21	
	19,135.13	0.44			LOW/MED LOW	0.5	3	0.22	
	42,218.03	0.97			LOW/MED LOW	0.5	3	0.48	
	77,215.08	1.77			LOW/MED LOW	0.5	3	0.89	
32			1,457.38	0.03	MED		4	0.13	6-18
45			62,403.24	1.43	MED		4	5.73	6-18
49	183,453.36	4.21	28,351.18	0.65	MED LOW/MED	3	4	15.24	6-18
			401,234.30	9.21	MED		4	36.84	0
			470,026.33	10.79	MED		4	43.16	
51			30,098.14	0.69	VERY LOW		0.2	0.14	
75	18,992.24	0.44	6,225.93	0.14	MED LOW/MED	3	4	1.88	
Total:	689,339.75	15.83	2,257,635.35	51.83				248.88	

Acerage Check:

Total Acreage:

2,946,975.10 SQFT

67.65 ACRES





ZEV COHEN
 & ASSOCIATES INC.
 300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-611-1111 **Packet Pg. 897**

Legend

Project Boundary

Flood Hazard Boundaries**Line Type**

Limit Lines

SFHA / Flood Zone Boundary

Flood Hazard Zones**Zone Type**

1% Annual Chance Flood Hazard

Regulatory Floodway

Special Floodway

Area of Undetermined Flood Hazard

0.2% Annual Chance Flood Hazard

Future Conditions 1% Annual Chance Flood Hazard

Area with Reduced Risk Due to Levee

Area with Risk Due to Levee



Date Saved: 10/6/2021 Created by: amuldowney
 Path: Z:\PROJECTS\2021\21021\FEMA Flood Map.mxd

400 200 0 400 Feet

FEMA Flood Map

Tattersall at Tymber Creek

Ormond Beach, Florida



300 Interchange Blvd
 Ormond Beach, FL 32174

ph 386-6

Packet Pg. 898



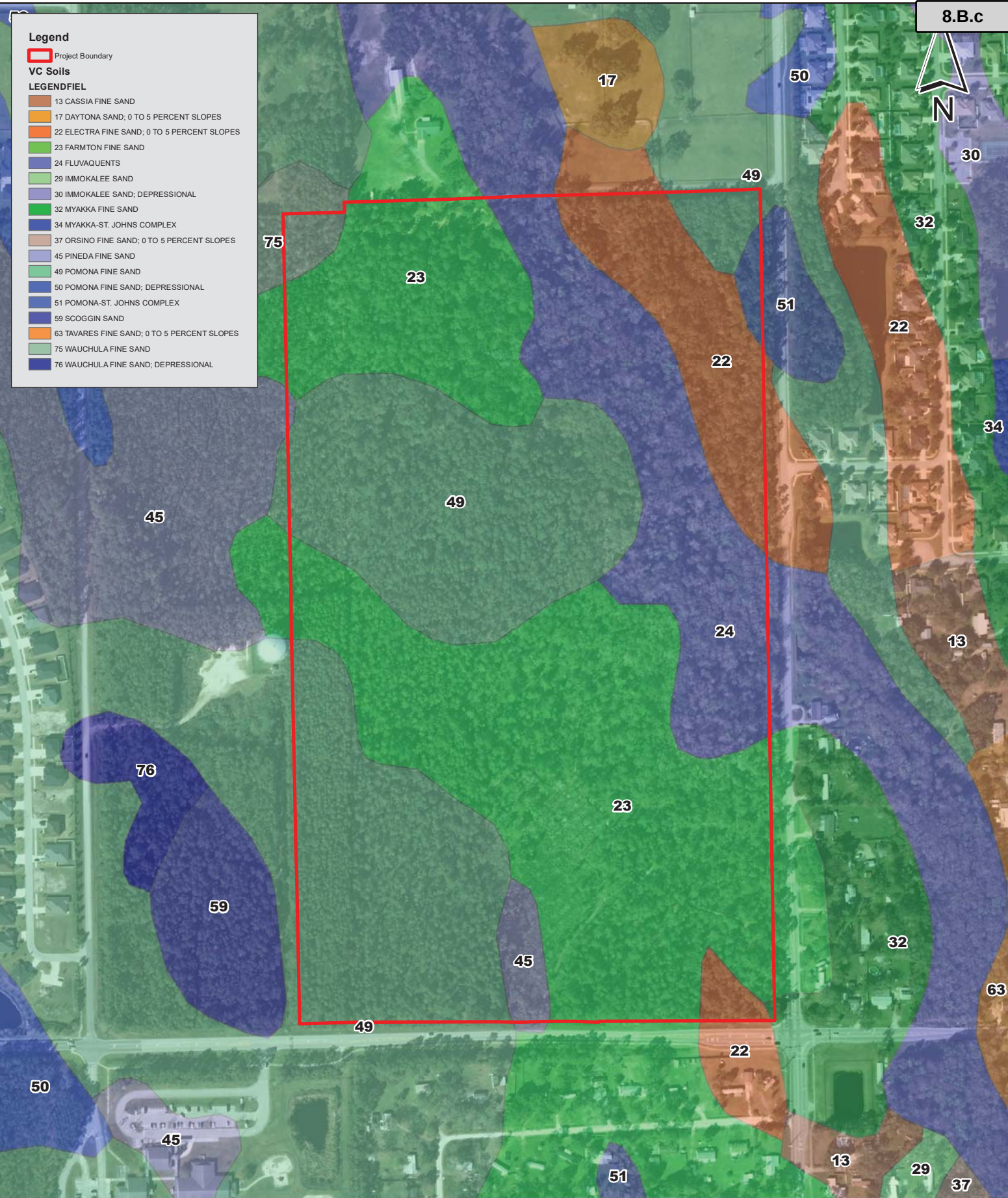
Legend

Project Boundary

VC Soils

LEGENDFIEL

- 13 CASSIA FINE SAND
- 17 DAYTONA SAND; 0 TO 5 PERCENT SLOPES
- 22 ELECTRA FINE SAND; 0 TO 5 PERCENT SLOPES
- 23 FARMTON FINE SAND
- 24 FLUVAQUENTS
- 29 IMMOKALEE SAND
- 30 IMMOKALEE SAND; DEPRESSIONAL
- 32 MYAKKA FINE SAND
- 34 MYAKKA-ST. JOHNS COMPLEX
- 37 ORSINO FINE SAND; 0 TO 5 PERCENT SLOPES
- 45 PINEDA FINE SAND
- 49 POMONA FINE SAND
- 50 POMONA FINE SAND; DEPRESSIONAL
- 51 POMONA-ST. JOHNS COMPLEX
- 59 SCOGGIN SAND
- 63 TAVARES FINE SAND; 0 TO 5 PERCENT SLOPES
- 75 WAUCHULA FINE SAND
- 76 WAUCHULA FINE SAND; DEPRESSIONAL



Soils Map
Tattersall at Tymber Creek
Ormond Beach, Florida

ZEV COHEN
& ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6
Packet Pg. 899

Date Saved: 10/6/2021 Created by: amuldowney
Path: Z:\PROJECTS\2021\21021\Soils Map.mxd



Holding capacity; density. Density determined in subsection (c)(1) of this section is for gross density purposes only. A more refined methodology for determining the **holding capacity** of a particular site proposed for development is derived from a three-tiered system based on soil characteristics related to the high seasonal groundwater tables (as derived from the SCS soil classification study); flooding potential as noted on the FEMA, FIRM maps; and the availability of central water and/or central sewer facilities. Table 2 illustrates the relationship between environmental constraints and water and sewer availability when calculating density. This table lists the coefficients for determining density in a matrix.

The procedure for determining **holding capacity** is as follows:

Step 1: Applicant prepares environmental constraints map for the parcel proposed for development;

Step 2: Calculate the acreage of property within each particular environmental constraints category;

Step 3: Multiply the acreage in each category by a coefficient determined by site-specific environmental constraints and availability of water and sewer as noted in table 2.

Step 4: Sum the totals for each category to achieve the **holding capacity** for the parcel in terms of maximum potential density.

Once the **holding capacity** is determined, the developer must prepare plans that are consistent with the **holding capacity** and environmental constraints of the subject property.

Five (5) distinct environmental constraint categories have been identified and are described below, together with their density allocations.

a.

Very Low. Areas that lie within the 100-year floodplain and where the seasonal high water table is at or above the surface or areas outside of the 100-year floodplain where the seasonal high water table is six inches (6") or more above the surface. Here, the constraints are seen as being severe, with associated environmental impacts too damaging for community development. Areas in this category are, for the most part, the riverine wetlands and cypress swamps interspersed among the pine flatwoods. Representative soils include the various mucks associated with the wetlands and more established cypress systems. A nominal standard of 0.2 units to the acre (one (1) unit per five (5) acres) is assigned as the maximum achievable density for this category, regardless of the availability of central utilities (facilities are not planned for these areas). In some cases, it is conceivable that a single development site could be located within a five-acre parcel classified entirely as "very low." However, a more likely scenario, particularly for larger parcels, would be the transfer of the density allocation to the more buildable areas of the site.

b.

Low. Includes soil types with a seasonally high water table that, at times, will reach and exceed the surface. This category includes land that falls within designated 100-year

floodprone areas and has a seasonal high water table that does not reach the surface and is not greater than six inches (6") below the surface, or lands where the water table will occasionally be at or above the surface (zero (0) to six inches (6") above) but, for various reasons, is not designated as a 100-year floodprone area. The low category encompasses the more subtle depressional features among the flatwoods. The pine/cypress vegetative community and the depressional variety of the Pomona, Immokalee, and Myakka soil series commonly occur in this category. These lands can tolerate a certain amount of mitigated modification without irreversible environmental damage. The maximum density value for this category is 0.5 units per acre (one (1) unit per two (2) acres) regardless of the availability of utilities. As with the very low category, these levels of development can be achieved only under the ideal circumstances consistent with the criteria for protection of wetlands that typically occur within this soil category. Therefore, development is not likely to occur at assigned densities within these areas but will probably be transferred to other more suitable on-site uplands.

c.

Medium Low. These are areas that are within the 100-year floodplain and the seasonal high water table is greater than six inches (6") to twenty-four inches (24") below the surface or those areas that are outside of the floodplain and the seasonal high water table does not reach the surface and is not greater than six inches (6") below the surface. Density ranges in this category are one (1) unit per two (2) acres without infrastructure; one (1) unit per acre with central water only; and three (3) units per acre with both central water and sewer. Depending upon actual vegetative system conditions, these areas may be suitable for limited development or for open space uses with on-site density transfer to more suitable areas.

d.

Medium. The criteria for designating lands in the medium category is the seasonal high water table greater than six inches (6") below the surface to twenty-four inches (24") below and outside of floodprone areas or is twenty-four inches (24") or greater below surface if in floodprone area. Extensive areas in the western and southern portion of the Pamlico Terrace are in this category. Due to the nearly level terrain in those areas within the floodplain, the water table hovers near the surface for two (2) to three (3) months a year. However, with proper drainage design and adequate infrastructure, development potential can reach up to four (4) units per acre with central water and sewer; one (1) unit per two (2) acres with no central utilities; and two (2) units per acre with central water only. Planned unit developments, with net densities in excess of one (1) unit per acre utilizing either well or septic or one (1) unit per two (2) acres utilizing well and septic may be allowed provided that minimum lot size requirements are not reduced, to achieve maximum potential density. Instead, transfer of density to a portion of the site serviced by a central system will be allowed, provided the proposed development is consistent with the zoning district requirements, level-of-service standards, and compatible with the natural resources.

e.

High. This category includes lands that are not within a floodprone area and have a water table deeper than twenty-four inches (24") below the surface. These lands generally consist of deep sandy soils and are the most suited for community development. They are in relatively short supply due to the prevailing high water tables and floodprone conditions

in the undeveloped perimeter areas of the city and the early development of the deep, sandy ridge areas. Representative soils of this category include the Tavares, Daytona, and DeLand series. Up to six (6) units to the acre (roughly the equivalent of duplex or zero-lot-line development on five thousand (5,000) square foot lots) is achievable with central utilities. With central water only, the maximum density would be three (3) units per acre if that could be achieved under health department septic standards. The location of package plants is acceptable in the medium and high categories for planned unit developments at the higher densities (e.g., greater than one (1) unit per acre) on an interim basis only where it is not economically feasible (due to and/or sewer service at the time of development. In these cases, the development shall be dry-lined and impact fees paid in advance or bonded for. Without central sewer or water, the maximum density is one (1) unit per two (2) acres (project size in relation to line extension distances) to connect to central water.

Table 1. Density Determinations

EXPAND

Development Potential	None	Water Only*	Water and Sewer
Very Low	0.2	0.2	0.2
Low	0.5	0.5	0.5
Medium Low	0.5	1.0	3.0
Medium	0.5	1.0	4.0
High	0.5	1.0	6.0

* For purposes of computing maximum potential density only; a minimum lot size of 1 acre is required for any development utilizing septic tanks. Connection to central sewer will be required whenever line extensions and appurtenances thereto are deemed economically feasible.

Table 2. Characteristics of Environmental Constraint Categories

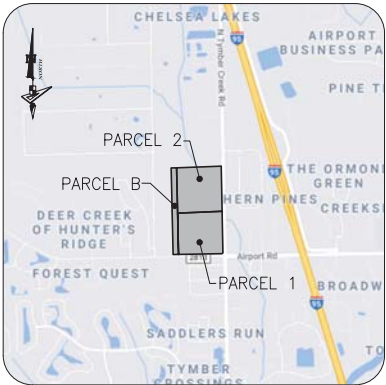
EXPAND

Environmental Constraints	100-Year Floodplain	Seasonal High Water Table
Very Low	N/A	At or above the surface
Low	IN	0.1" to 6" below surface
Medium Low	IN	6" to 24" below surface

Environmental Constraints	100-Year Floodplain	Seasonal High Water Table
	OUT	0.01" to 6" below surface
Medium	IN	24"+ below surface
	OUT	6" to 24" below surface
High	OUT	24" + below surface

SCHEMATIC-B4 EXCEPTIONS

- 1) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form. (NOT A SURVEY MATTER)
- 2) Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable. (NOT A SURVEY MATTER)
- 3) Standard Exceptions:
A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. (NOT A SURVEY MATTER)
B. Rights or claims of parties in possession not shown by the public records. (NOT A SURVEY MATTER)
C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records. (NOT A SURVEY MATTER)
D. Taxes or assessments which are not shown as existing liens in the public records. (NOT A SURVEY MATTER)
- 4) Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land. (NOT A SURVEY MATTER)
- 5) Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements. (NOT A SURVEY MATTER)
- 6) Rights of third parties in and to the use of any easements, roads or trails, which may cross subject property. (NOT A SURVEY MATTER)
- 7) Any portion of insured lands underlying Tymber Creek Road. (NOT A SURVEY MATTER)
- 8) Oil, Gas and Minerals having been reserved in that certain Deed recorded March 2, 1951 in Deed Book 437, Page 21. The Surface Entry Rights with Respect to Oil, Gas and Minerals were released in that certain Release recorded in Official Records Book 2243, Page 1613 and in Official Records Book 2433, Page 1203 and in Official Records Book 2881, Page 591. (AFFECTS, BLANKET IN NATURE)
- 9) Phosphate, Minerals, Metals and Petroleum Reservations, Road Reservations and rights in favor of the State of Florida, as set forth in the Deed No. 1594 from the Trustees of the Internal Improvement Fund, recorded September 29, 1944 in Deed Book 315, Page 70. As to said reservation, the right of entry has been released pursuant to Florida Statute 270.11. (AFFECTS, BLANKET IN NATURE)
- 10) Oil, Gas and Mineral lease between Cornelia S. Paul her husband, H.A. Paul and Sun Oil Company recorded June 7, 1947 in Deed Book 365, Page 48. (AFFECTS, BLANKET IN NATURE)
- 11) Mineral Reservation in favor of the State of Florida as referenced in that certain Oil, Gas and Mineral Lease between Cornelia S. Paul her husband, H.A. Paul and Sun Oil Company recorded June 7, 1947 in Deed Book 365, Page 48. (AFFECTS, BLANKET IN NATURE)
- 12) Right of Way Easement in favor of the State of Florida recorded July 3, 1968 in Official Records Book 1027, Page 672. (MAY AFFECT, DOCUMENT ILLEGIBLE)
- 13) Subject to the terms of the Easement Deed given to Elaine Silverstein and Sandra Goldberg, recorded February 10, 1988 in Official Records Book 3099, Page 1913. (DOES NOT AFFECT)
- 14) Subject to the terms of the Easement Deed given to Elaine Silverstein and Sandra Goldberg, recorded February 10, 1988 in Official Records Book 3099, Page 1914. (DOES NOT AFFECT)
- 15) Ordinance No. 2005-35 recorded October 27, 2005 in Official Records Book 5685, Page 1004. (AFFECTS, BLANKET IN NATURE)
- 16) Ordinance No. 2006-08 recorded August 9, 2006 in Official Records Book 5891, Page 122. (AFFECTS, BLANKET IN NATURE)
- 17) Development Order recorded August 9, 2006 in Official Records Book 5891, Page 126. (AFFECTS, BLANKET IN NATURE)
- 18) Ordinance No. 2006-09 recorded April 30, 2007 in Official Records Book 6051, Page 4063. (AFFECTS, BLANKET IN NATURE)
- 19) Development Order recorded April 30, 2007 in Official Records Book 6051, Page 4069. (AFFECTS, BLANKET IN NATURE)
- 20) Terms and Conditions of the Order Denying Petition for Writ of Certiorari filed in Volusia Case # 2018 31943 CICJ and recorded June 10, 2020 in Official Records Book 7862, Page 4609. (NOT A SURVEY MATTER)



Vicinity Map
Not to Scale

LEGEND

- (S) ----- Survey Dimension
(D) ----- Deed Dimension
O.R. ----- Official Records Book
D.R. ----- Deed Book
P.F.S. ----- Page(s)
S.W.F.W.M.D. ----- Southwest Florida Water Management District
SR ----- Set 1/2" Iron Rod L87768
FIP ----- Found Iron Pipe
FIR ----- Found Iron Rod
FCM ----- Found Concrete Monument
P.R.M. ----- Permanent Reference Monument
Elev ----- Elevation
COR ----- Certified Corner Record
WF ----- Wetland Flag
⊙ ----- Storm Drainage Manhole
---> ----- Traffic Signal Post
⊞ ----- Traffic Signal Box
+ ----- Sign
MB ----- Mail Box
⊞ ----- Service Power Pole
⊞ ----- Utility Pole
----- Guy Anchor
⊞ ----- Electric Pedestal
⊞ ----- Cable Pedestal
⊞ ----- Telephone Pedestal
⊞ ----- Fiber Optic Pedestal
⊞ ----- Water Meter
C ----- Buried Fiber Optic Warning Marker
vd ----- Water Gate Valve
--- ----- Overhead Utility Lines

PARCEL 1:
The Southwest one quarter (1/4) of the Northwest one quarter (1/4) of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, excepting therefrom the Easterly 33 feet in Hull Road, a 66 foot street as now laid out, also subject to an easement over and upon the Southerly 25 feet thereof, also excepting therefrom, a portion from the West one quarter (1/4) of said Section 24, as the point of beginning, run North 01°56'27" West along the West line of said Section 24 a distance of 119.25 feet, thence departing said West line, run North 88°19'45" East a distance of 1348.62 feet, thence South 01°27'18" East a distance of 100.17 feet to a point on the South line of Northwest one quarter (1/4) of said Section 24, thence following said South line South 87°31'02" West a distance of 1347.82 feet to West one quarter (1/4) of Section 24 and point of beginning.

PARCEL 5: (NOT INCLUDED IN THIS SURVEY)
The East one half (1/2) of the Southwest one quarter (1/4) of Section 13, Township 14 South, Range 31 East, lying Westerly of Interstate 95, excepting therefrom the South 1217.0 feet, and also excepting therefrom the West 33 feet in Hull Road, a 66 foot street as now laid out, being in Volusia County, Florida.

PARCEL B:
A portion of Section 23, Township 14 South, Range 31 East, Volusia County, Florida, described as follows:
From the East one quarter (1/4) of said Section 23, run North 01°56'27" West along the East line of said Section 23 a distance of 119.25 feet to the point of beginning, thence continue North 01°56'27" West along said East line a distance of 2516.66 feet to the Northeast corner of said Section 23, thence South 87°32'34" West along the North line of said Section 23 a distance of 197.43 feet, thence departing said line, run South 01°56'27" East a distance of 2515.42 feet, thence North 88°19'45" East a distance of 157.43 feet to the point of beginning.

LESS AND EXCEPT the following parcel:
A portion of the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 14 South, Range 31 East, Volusia County, Florida.

Commence at the Southwest corner of the Northwest 1/4 Of Said Section 24, thence North 00°52'02" West along the West line of said Section 24 a distance of 119.27 feet to a point on the existing right-of-way line per Official Records Book 3252, Page 101 in the Public Records of Volusia County, Florida, thence North 89°24'03" East along said right-of-way line a distance of 1264.55 feet to the Point of Beginning, thence continue North 89°24'03" East along said right-of-way line a distance of 25.00 feet to the intersection with the Westerly right-of-way line of Tymber Creek Road, a 66.00 foot wide right-of-way, thence North 00°43'48" West along said right of way line a distance of 25.00 feet, thence departing said right-of-way line South 44°19'08" West a distance of 35.30 feet to the Point of Beginning.

PARCEL 2:
The Northwest 1/4 of the Northwest of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

Beginning at the Northwest section corner of said Section 24, Township 14 South, Range 31 East, thence North 87°12'56" East along the North line of said Section 24, Township 14 South, Range 31 East, a distance of 1297.11 feet to a point on the West Right of Way line of North Tymber Creek Road, thence South 01°53'40" East along said West Right of Way line, a distance of 1298.22 feet, thence South 88°32'17" West a distance of 1295.87 feet to the West line of said Section 24, Township 14 South, Range 31 East, thence North 01°56'27" West along said West line of Section 24, a distance of 1258.30 feet to the Point of Beginning.

SURVEYOR'S NOTES:

- Current Easements, rights-of-ways, set back lines, reservations, agreements and other similar matters taken from Chicago Title Insurance Company Commitment for Title Insurance, Order Number: 9103698 with an effective date of January 03, 2021.
- This survey is limited to above ground visible improvements along and near the boundary lines, except as shown herein, and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.
- Bearings shown herein are based on the West line of Section 24 having a Grid bearing of N 01°17'31" W. The Grid Bearings as shown herein refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83/2011 Adjustment) for the East Zone of Florida.
- This survey is intended to be displayed at 1" = 100', or smaller.
- All dimensions, unless otherwise noted, are survey dimensions.
- Additions or Deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
- The subject parcels lie in Flood Zone "X", Flood Zone "AE" and a Regulatory Floodway according to Flood Insurance Rate Map, Map No. 12127C0194J for Community Daytona Beach, City of No. 125099, Community Ormond Beach, City of No. 125136 and Community Volusia County, No. 125155, Volusia County, Florida, dated February 19, 2014 and issued by the Federal Emergency Management Agency (<https://msc.fema.gov/>).
- Elevations shown herein are based on the North American Vertical Datum of 1988 (NAVD 88) based on National Geodetic Survey (NGS) Benchmark "795-J-4", having a published elevation of 47.42' (NAVD 88).
- Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing herein shall be construed to give any rights or benefits to anyone other than those certified to.
- On this drawing, certify means to state or declare a professional opinion of conditions regarding those findings or facts which are the subject of the certification and does not constitute a warranty or guarantee, either implied or expressed. This certification is only for the lands as described. This certification is not a certificate of title, easements, zoning, or freedom of encumbrances.
- This survey meets the maximum allowable Relative Positional Precision for an ALTA/NSPS Land Title Survey (0.07 feet plus 50 parts per million).
- Subject Parcel has no evidence of construction currently going on or earth moving activities on site.
- The Surveyor is not aware of any plans to change the existing Right-of-way lines.
- There are 0 Parking Spaces and 0 Handicap Parking Spaces in the area this survey covers.
- No buildings were observed on the surveyed property in the process of conducting the fieldwork.
- Wetland lines shown herein were staked by others and field located by Geopoint Surveying, Inc.

Certification:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 7, 8, 9, 13, 16, 17 and 18 of Table A thereof. The field work was completed on 3/2/21.

GEOPPOINT SURVEYING, INC.

Judd D. French
Florida Professional Surveyor and Mapper #7095

VERTICAL DATUM: NAVD88

PROJECT: ALTA-TOPOGRAPHIC-WETLAND

PHASE: TATTERSALL

DRAWN: CF DATE: 4/29/21 CHECKED BY: JDF

P-CHET: AW FIELD BOOK: CF-17-2020

DATA FILE: ENCLAVE-BNDY\USSBAJW

DATE: 03/19/21 REVISIONS: ADDS: WETLAND AND DRAIN: RL DATE: 03/19/21

SEE ALTA/NSPS
SURVEYOR'S CERTIFICATION

DATE OF LAST FIELD SURVEY:
June 03, 2021

NOT VALID WITHOUT THE
SIGNATURE AND THE
ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED
SURVEYOR AND MAPPER

ALTA/NSPS LAND TITLE SURVEY

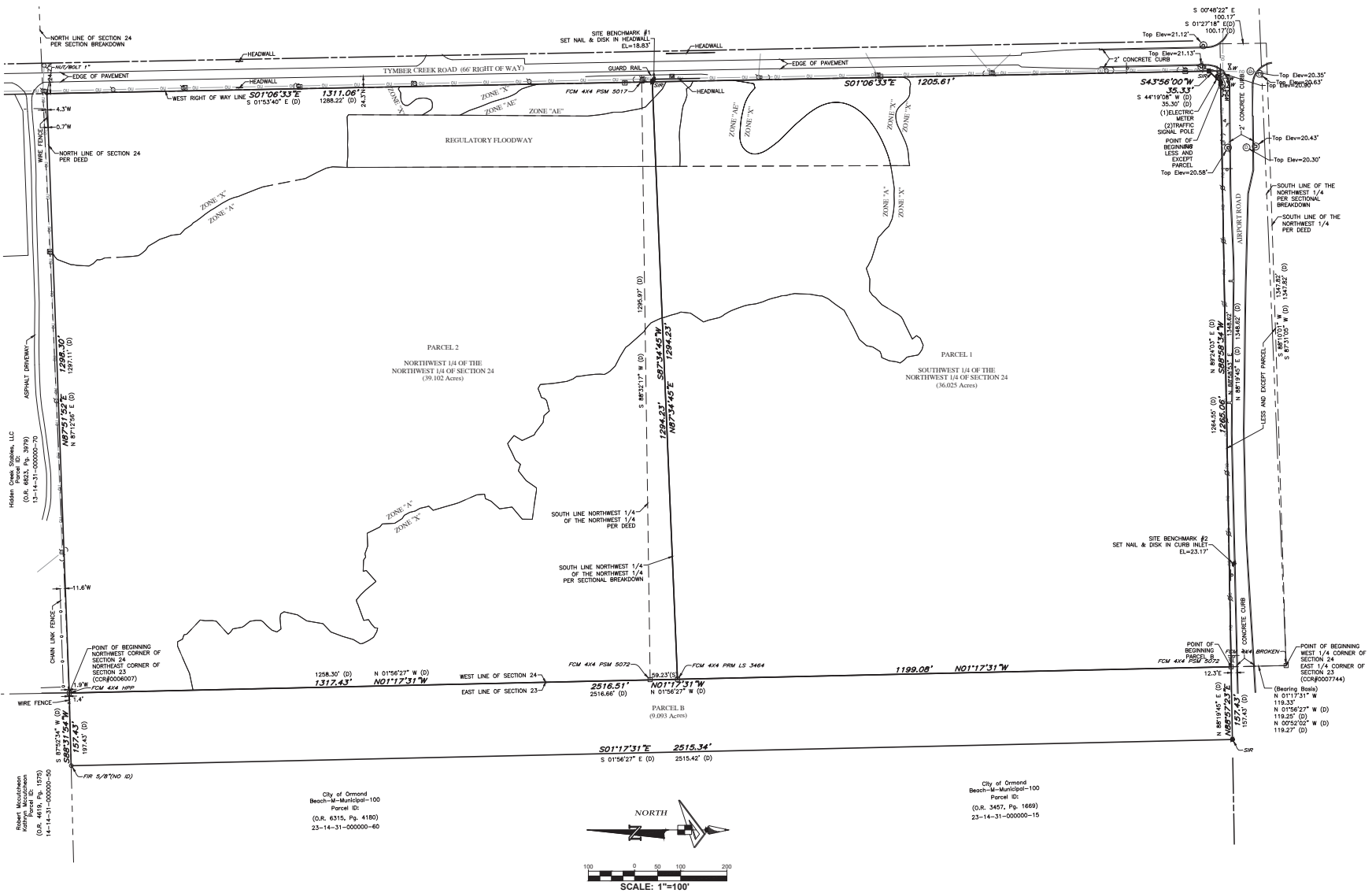
PREPARED FOR
PAYLIN TYMBER 1 & 2 LLC

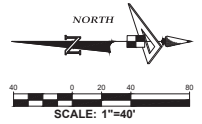
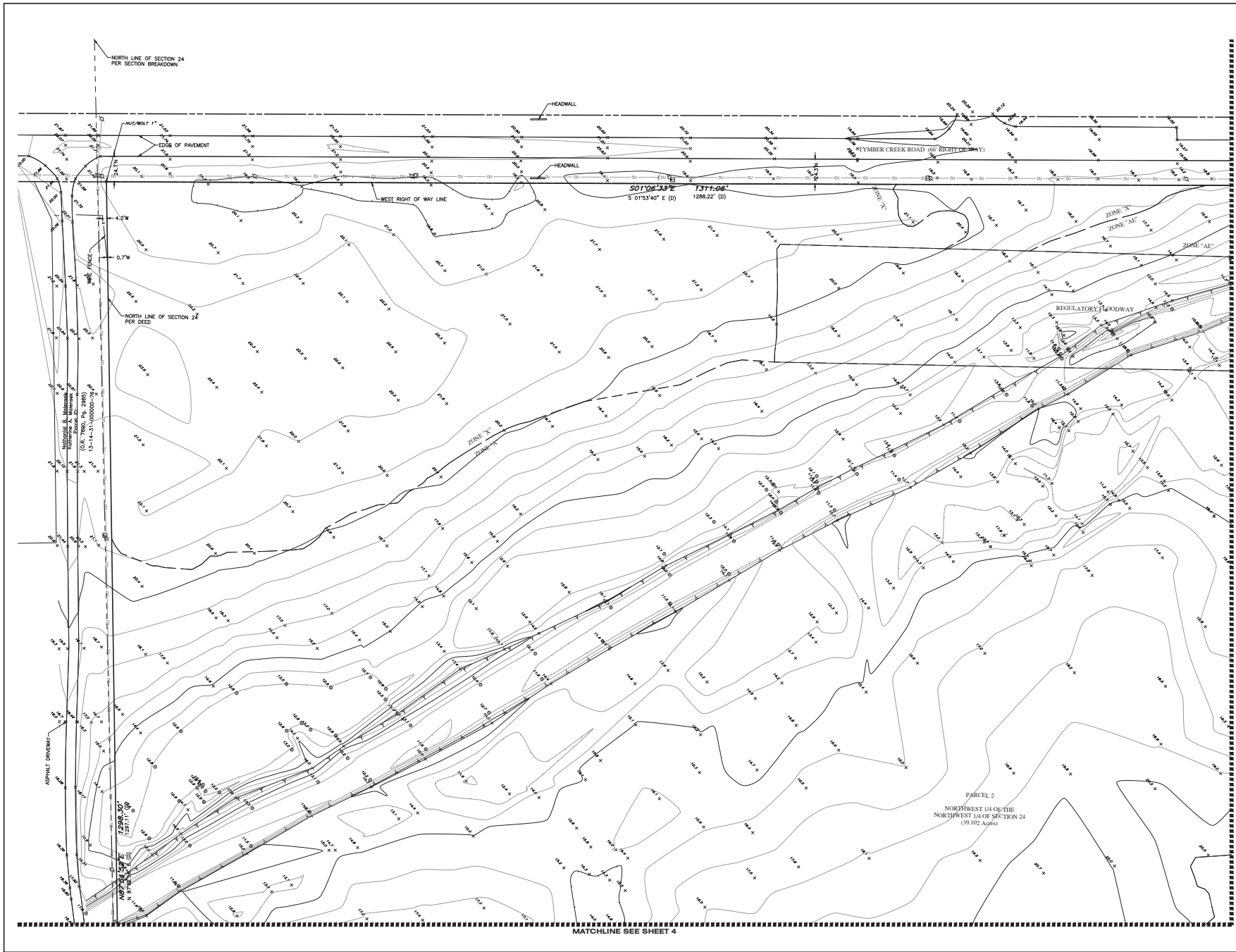
LOCATED IN
Section 24, Township 14 S., Range 31 E.
Volusia County, Florida

GeoPoint
Surveying, Inc.

555 Winderly Pl, Suite 120 Phone: (321) 270-0440
Maitland, Florida 32751 Fax: (813) 248-2246
www.geopointsurvey.com Licensed Business No. 18-7764

SHEET NUMBER: 01 of 09

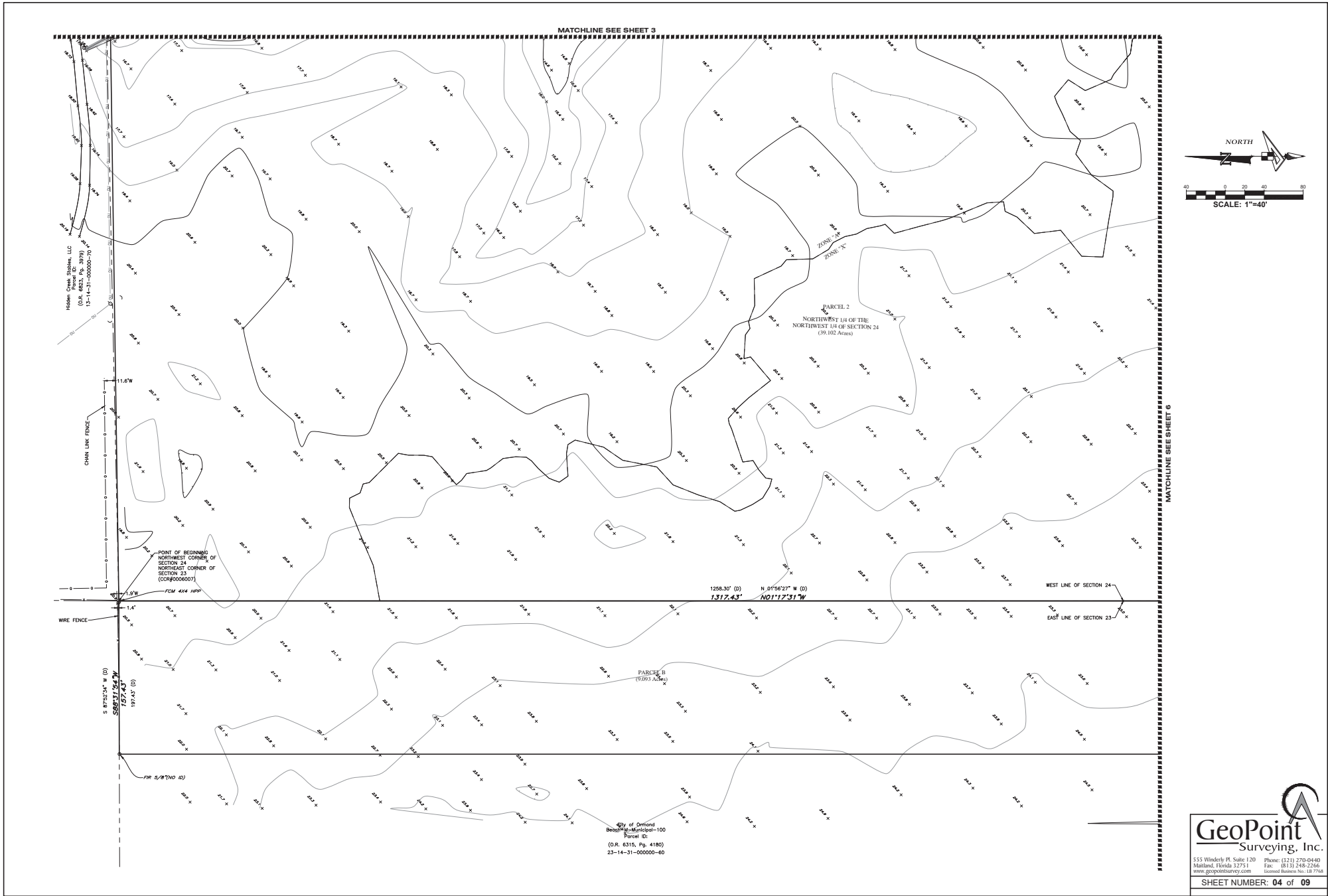


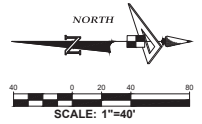
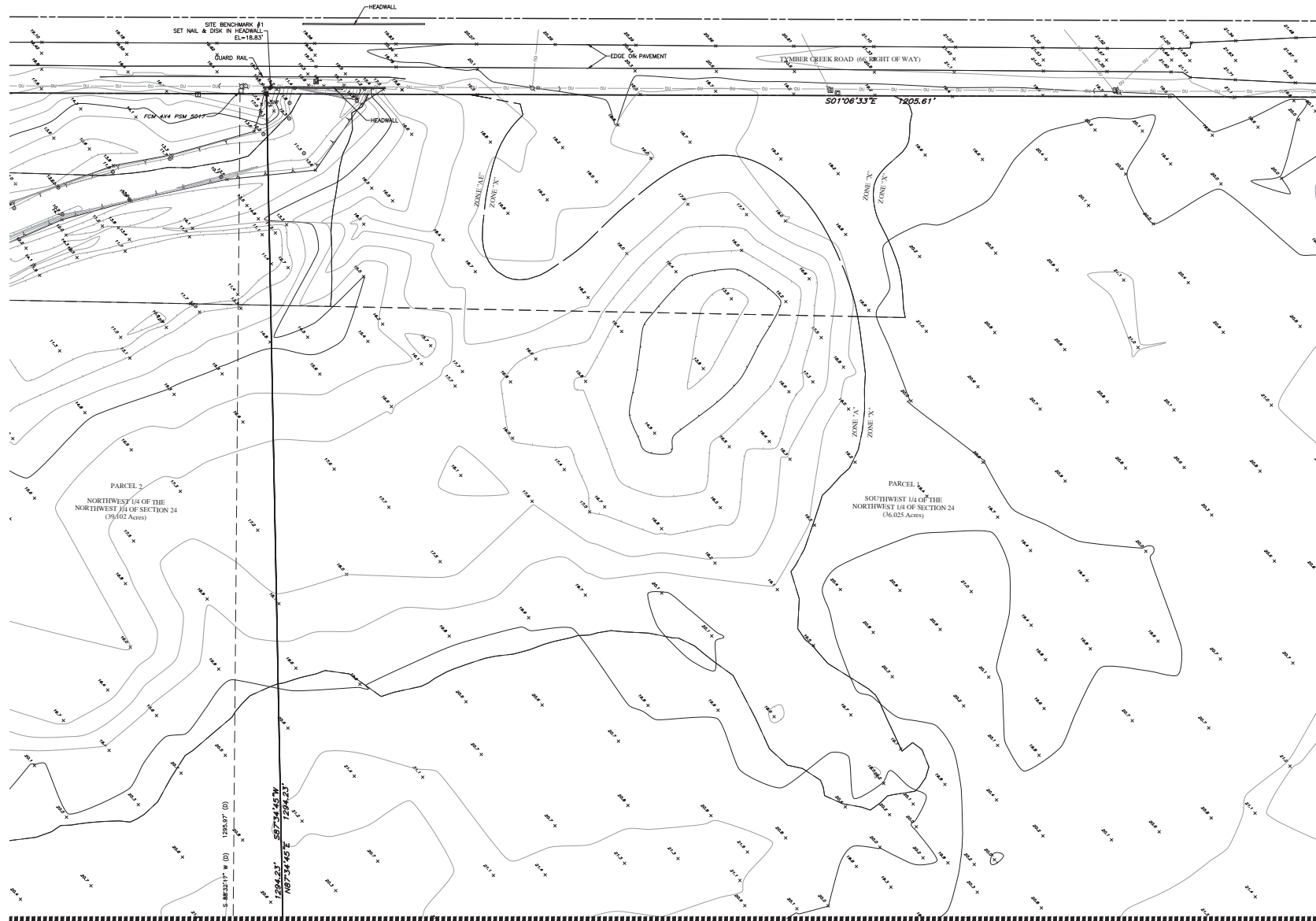


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SHEET NUMBER: 03 of 09

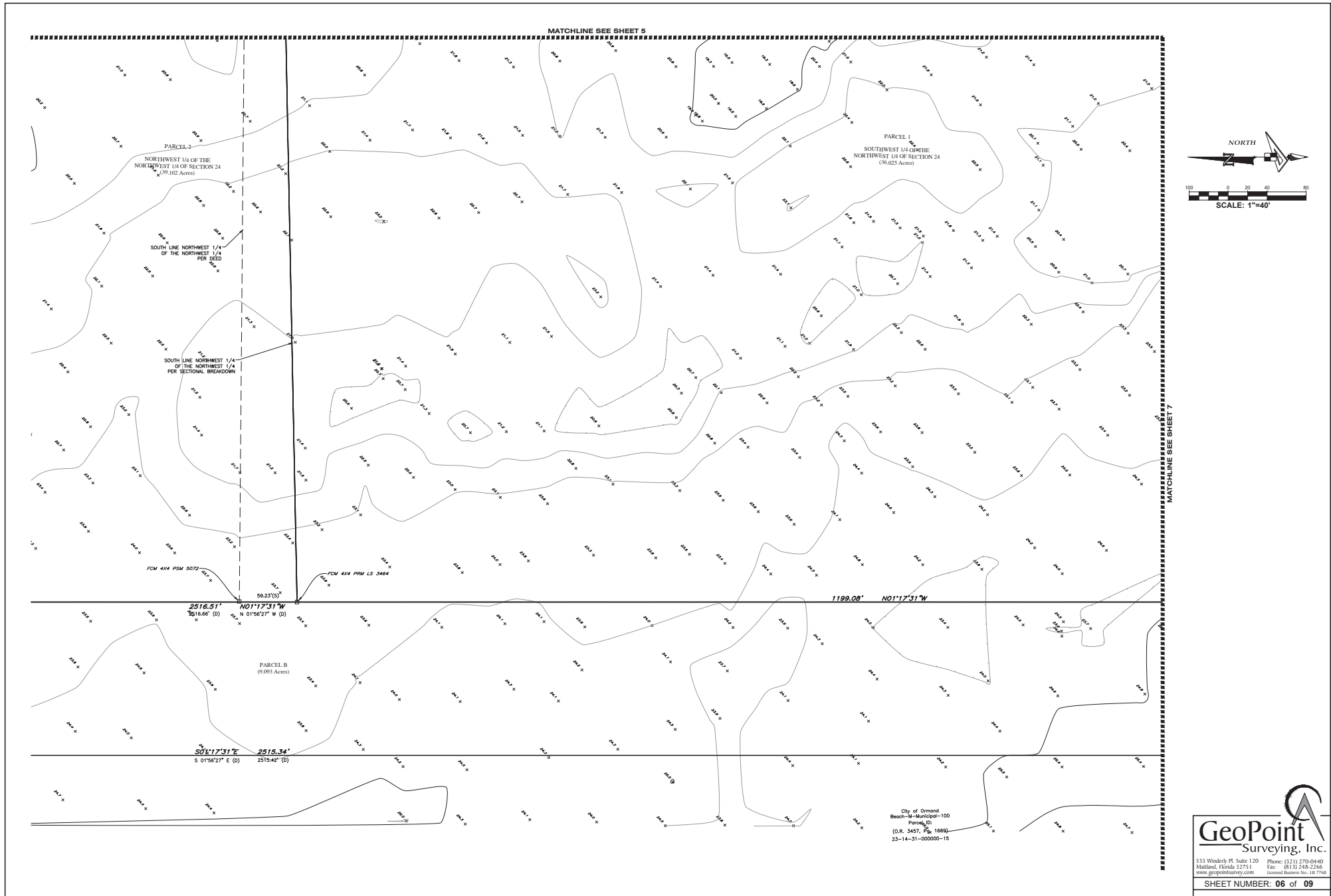




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555 Winderly Pl. Suite 120 Phone: (321) 270-0440
Maitland, Florida 32751 Fax: (813) 248-2266
www.geopointsurvey.com Licensed Surveyor No. 1817764

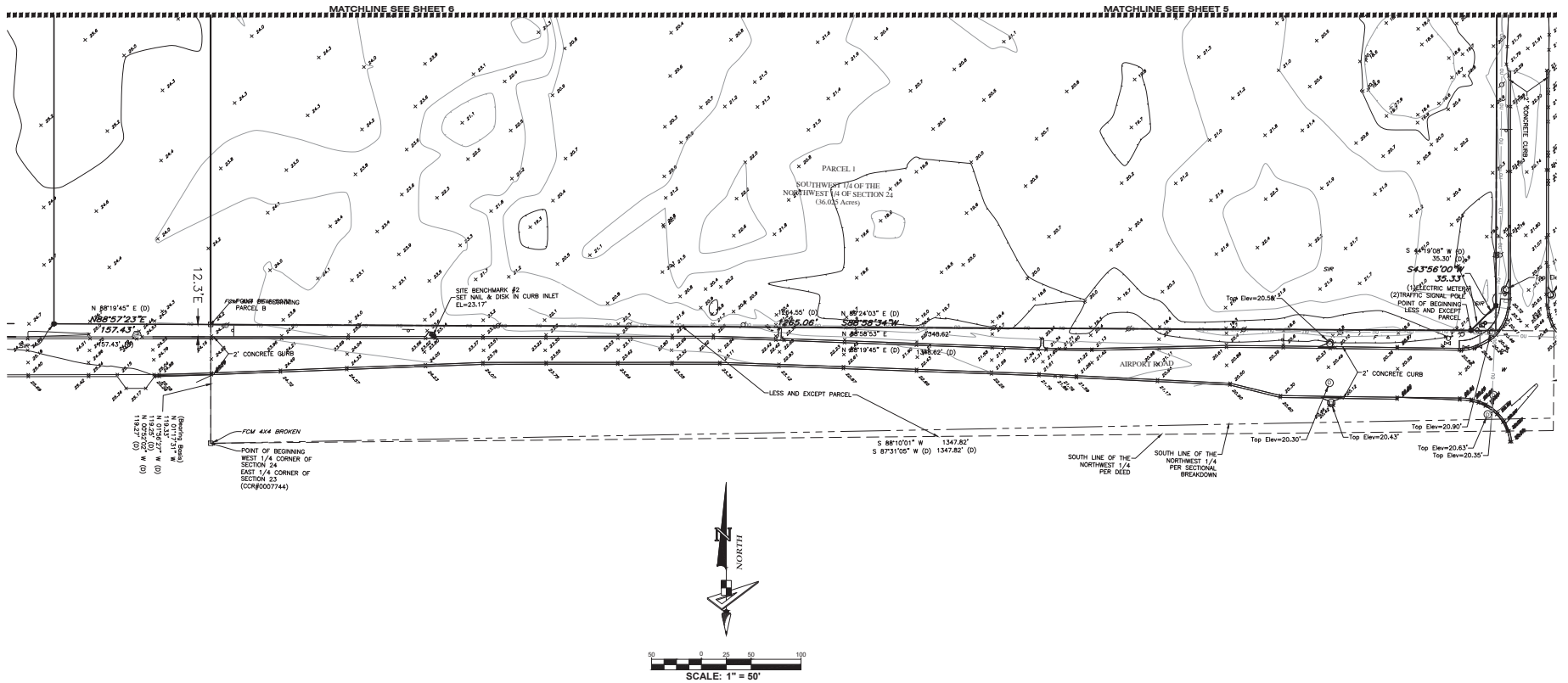
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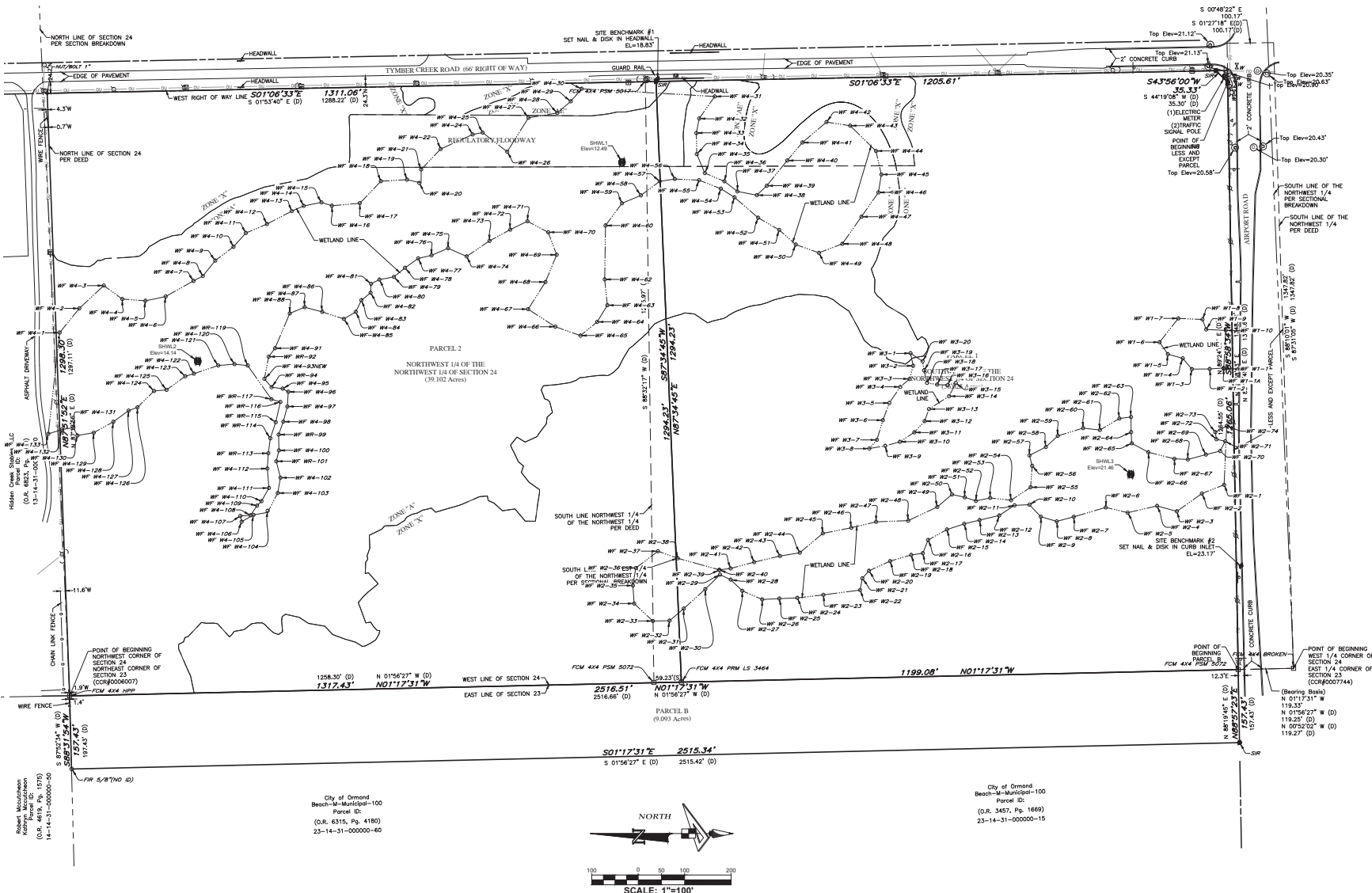


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 Maitland, Florida 32751 Fax: (813) 248-2266
 www.geopointsurvey.com Licensed Surveyor No. 1817764

SHEET NUMBER: 06 of 09





Wetland Point Table		
Flag #	Northing	Easting
WF W1-1	1795949.4670	614215.8910
WF W1-1A	1795950.0070	614217.8300
WF W1-2	1795979.8150	614215.7400
WF W1-3	1796018.0120	614215.4000
WF W1-4	1796037.5990	614238.5480
WF W1-5	1796069.8200	614247.5590
WF W1-6	1796087.5920	614273.2970
WF W1-7	1796147.3080	614324.5600
WF W1-8	1795995.3210	614322.3320
WF W1-9	1795987.2670	614300.7740
WF W1-10	1795945.1660	614298.7270

Wetland Point Table		
Flag #	Northing	Easting
WF W2-1	1795948.6440	61366.3550
WF W2-2	1795996.5300	613947.4700
WF W2-3	1796050.4330	613605.2010
WF W2-4	1796092.9700	613920.8810
WF W2-5	1796156.2500	61306.3630
WF W2-6	1796203.5420	613917.5950
WF W2-7	1796272.4630	613897.3990
WF W2-8	1796300.0380	613887.4830
WF W2-9	1796343.3570	613897.7060
WF W2-10	1796367.8560	613923.5010
WF W2-11	1796399.9170	613922.0570
WF W2-12	1796423.9910	613902.1680
WF W2-13	1796475.1820	613890.3580
WF W2-14	1796508.3930	613882.1780
WF W2-15	1796545.3840	613870.0430
WF W2-16	1796585.9350	613847.5060
WF W2-17	1796597.3530	613818.9820
WF W2-18	1796622.4320	613815.2820
WF W2-19	1796667.7150	613802.0480
WF W2-20	1796713.2450	613791.2100
WF W2-21	1796727.5940	613764.8720
WF W2-22	1796732.3310	613739.8790
WF W2-23	1796811.5490	613729.3240
WF W2-24	1796867.6070	613722.8120
WF W2-25	1796906.3320	613721.2720

Wetland Point Table		
Flag #	Northing	Easting
WF W3-1	1796623.7360	614249.5600
WF W3-2	1796618.1090	614222.5620
WF W3-3	1796625.7960	614194.1580
WF W3-4	1796645.8660	614177.0890
WF W3-5	1796669.4490	614142.3940
WF W3-6	1796683.3350	614105.3400
WF W3-7	1796696.2400	614063.0710
WF W3-8	1796712.5020	614044.4890
WF W3-9	1796678.3170	614050.1170
WF W3-10	1796647.0190	614058.8530
WF W3-11	1796615.7220	614079.2230
WF W3-12	1796593.5620	614103.3050
WF W3-13	1796584.1420	614129.3380
WF W3-14	1796564.6200	614107.1310
WF W3-15	1796536.3760	614185.5990
WF W3-16	1796543.8100	614181.1180
WF W3-17	1796566.6450	614182.0090
WF W3-18	1796588.3000	614185.8720
WF W3-19	1796594.7150	614212.6200
WF W3-20	1796597.8910	614232.2300

Wetland Point Table		
Flag #	Northing	Easting
SHWL1	1797244.9730	614660.7430
SHWL2	1798158.2390	614632.5690
SHWL3	1796149.7700	613889.8900

Wetland Point Table		
Flag #	Northing	Easting
WF W2-26	1796943.1860	613719.4170
WF W2-27	1796985.9860	613738.0990
WF W2-28	1797011.0490	613762.1340
WF W2-29	1797033.9130	613772.8080
WF W2-30	1797065.6900	613741.6880
WF W2-31	1797121.1640	613699.7540
WF W2-32	1797142.5890	613673.7540
WF W2-33	1797178.6180	613673.0320
WF W2-34	1797218.8390	613710.6980
WF W2-35	1797221.5550	613749.4480
WF W2-36	1797215.2500	613787.1560
WF W2-37	1797167.5340	613823.2530
WF W2-38	1797124.8580	613808.0740
WF W2-39	1797035.9650	613782.7440
WF W2-40	1797035.2380	613783.2220
WF W2-41	1797011.1650	613786.1800
WF W2-42	1796960.5500	613799.8050
WF W2-43	1796904.8250	613812.9200
WF W2-44	1796862.2210	613820.0820
WF W2-45	1796812.6000	613861.7510
WF W2-46	1796751.4220	613873.8010
WF W2-47	1796698.0060	613886.5580
WF W2-48	1796628.6660	613889.2230
WF W2-49	1796566.2310	613918.6240
WF W2-50	1796534.4970	613945.5720

Wetland Point Table		
Flag #	Northing	Easting
WF W2-51	1796507.1470	613939.4980
WF W2-52	1796483.1080	613931.6680
WF W2-53	1796452.4010	613938.0680
WF W2-54	1796407.3220	613933.1480
WF W2-55	1796365.2510	613960.9630
WF W2-56	1796361.8400	614007.1610
WF W2-57	1796367.8030	614029.5940
WF W2-58	1796352.4590	614047.7410
WF W2-59	1796306.7040	614071.6860
WF W2-60	1796252.2460	614088.3990
WF W2-61	1796216.0170	614084.2390
WF W2-62	1796174.0930	614109.0310
WF W2-63	1796148.1300	614112.4050
WF W2-64	1796148.8670	614078.5720
WF W2-65	1796147.4920	614055.5760
WF W2-66	1796111.7800	614036.4920
WF W2-67	1796055.7520	614022.3310
WF W2-68	1796026.7410	614020.8810
WF W2-69	1795987.8700	614031.3290
WF W2-70	1795957.1690	614039.0390
WF W2-71	1795946.3170	614059.0760
WF W2-72	1795965.0950	614064.3630
WF W2-73	1795967.6380	614079.6040
WF W2-74	1795943.1400	614092.9800

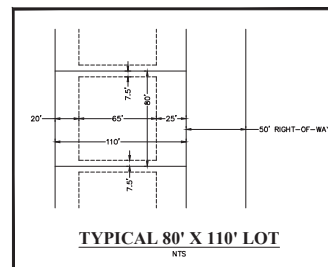
Wetland Point Table		
Flag #	Northing	Easting
WF W4-85	1797843.8840	614323.5170
WF W4-86	1798455.7310	614294.0100
WF W4-87	1798413.4040	614346.0090
WF W4-88	1798360.7780	614395.4040
WF W4-89	1798320.9640	614366.2940
WF W4-90	1798271.0900	614362.4400
WF W4-91	1798227.4570	614371.8340
WF W4-92	1798167.6850	614405.2320
WF W4-93	1798147.4120	614415.8770
WF W4-94	1798120.8820	614449.0100
WF W4-95	1798061.5680	614478.0680
WF W4-96	1798004.8280	614508.4810
WF W4-97	1798009.4310	614527.7070
WF W4-98	1797955.9680	614555.5660
WF W4-99	1797930.2740	614566.8250
WF W4-100	1797892.1300	614574.3740
WF W4-101	1797869.7990	614567.1440
WF W4-102	1797809.6540	614572.8250
WF W4-103	1797776.1330	614619.9710
WF W4-104	1797707.8180	614623.3260
WF W4-105	1797681.6420	614616.2270
WF W4-106	1797677.7950	614645.2310
WF W4-107	1797635.4430	614689.3100
WF W4-108	1797568.6150	614720.5280
WF W4-109	1797544.9060	614724.6490
WF W4-110	1797449.2030	614683.4050
WF W4-111	1797446.4490	614756.4830
WF W4-112	1797378.4780	614766.8490
WF W4-113	1797335.2960	614791.9320
WF W4-114	1797331.9680	614819.0010

Wetland Point Table		
Flag #	Northing	Easting
WF W4-97	1797985.5310	614134.8180
WF W4-98	1797974.2930	614102.2180
WF W4-99	1797983.6200	614040.3060
WF W4-100	1797980.3760	613981.5700
WF W4-101	1797986.3800	613948.5850
WF W4-102	1798007.9740	613910.4370
WF W4-103	1798038.3690	613901.6170
WF W4-104	1798065.9020	613886.8590
WF W4-105	1798066.7430	613889.1700
WF W4-106	1798044.7460	613900.7290
WF W4-107	1798030.7940	613921.4060
WF W4-108	1798021.1600	613930.8920
WF W4-109	1798005.1020	613959.5090
WF W4-110	1798008.5810	614001.3570
WF W4-111	1798079.3510	614226.0490
WF W4-112	1798114.2630	614223.1870
WF W4-113	1798168.7310	614205.5610
WF W4-114	1798185.3730	614199.9340
WF W4-115	1798252.5500	614168.3240
WF W4-116	1798225.5970	614170.6700
WF W4-117	1798288.1810	614133.0780
WF W4-118	1798307.2460	614126.1030
WF W4-119	1798340.1180	614102.0060
WF W4-120	1798362.3620	614078.5110
WF W4-121	1798417.4130	614072.5400
WF W4-122	1798428.1360	614086.3420
WF W4-123	1798451.0000	614085.2670
WF W4-124	1798480.1870	614076.0300
WF W4-125	1798505.6560	614242.1850
WF W4-126	1797999.5820	614176.4050

Wetland Point Table		
Flag #	Northing	Easting
WF W4-31	1797045.2350	614802.4370
WF W4-32	1797078.7770	614754.9950
WF W4-33	1797084.9780	614723.8730
WF W4-34	1797084.0270	614678.2780
WF W4-35	1797066.6780	614637.4680
WF W4-36	1797024.6410	614619.7390
WF W4-37	1796996.6560	614597.9640
WF W4-38	1796954.7780	614589.9420
WF W4-39	1796933.3910	614610.2640
WF W4-40	1796889.2870	614664.4970
WF W4-41	1796856.6250	614703.3290
WF W4-42	1796804.6690	614747.2440
WF W4-43	1796753.6680	614738.4170
WF W4-44	1796698.1880	614684.9950
WF W4-45	1796686.6100	614634.3720
WF W4-46	1796692.9740	614595.8210
WF W4-47	1796729.5660	614543.4400
WF W4-48	1796770.6050	614485.1620
WF W4-49	1796821.1180	614405.7630
WF W4-50	1796870.8610	614483.5910
WF W4-51	1796906.5650	614515.0350
WF W4-52	1796957.8560	614541.2320
WF W4-53	1797002.7320	614585.2500
WF W4-54	1797032.2800	614603.8760
WF W4-55	1797079.1380	614622.2590
WF W4-56	1797131.3490	614624.6660
WF W4-57	1797163.7950	614619.7520
WF W4-58	1797204.3790	614598.4600
WF W4-59	1797245.0790	614572.4190
WF W4-60	1797280.5390	614524.6130

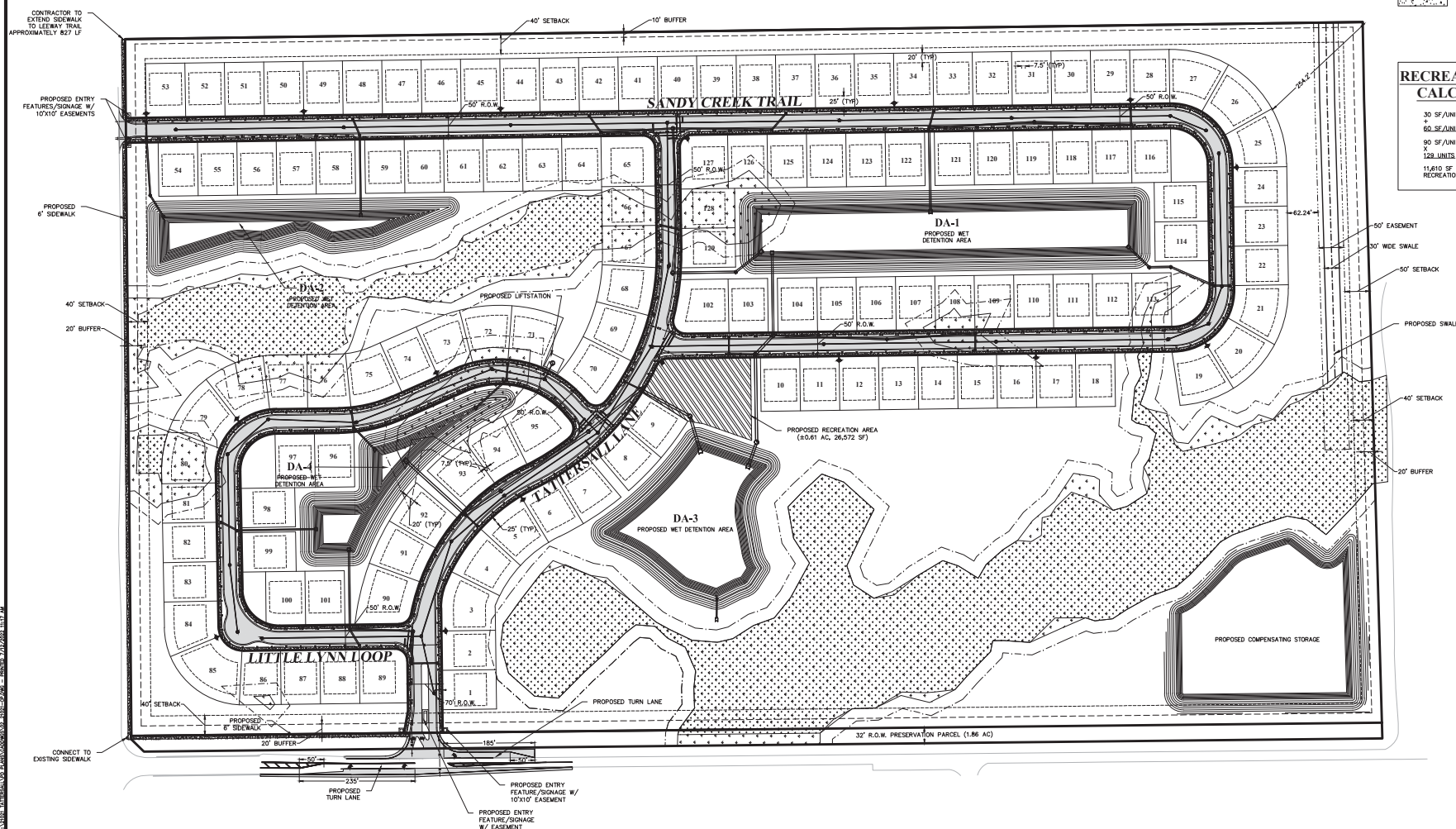
Wetland Point Table		
Flag #	Northing	Easting
WF WR-99	1797984.3120	614074.3380
WF WR-101	1797980.3490	614016.9500
WF WR-103	1798006.5520	614034.3600
WF WR-114	1798002.1090	614066.5710
WF WR-115	1797990.5430	614101.0650
WF WR-116	1797980.5250	614144.7430
WF WR-117	1797999.7980	614150.5470
WF WR-119	1798059.7880	614223.0300

Wetland Point Table		
Flag #	Northing	Easting
WF W4-62	1797282.2390	614408.5600
WF W4-63	1797276.4940	614353.0070
WF W4-64	1797298.4190	614317.5840
WF W4-65	1797334.4480	614287.5930
WF W4-66	1797388.6100	614306.6590
WF W4-67	1797447.0880	614344.3820
WF W4-68	1797409.8760	614402.8820
WF W4-69	1797385.6280	614461.0460
WF W4-70	1797403.8790	614509.9210
WF W4-71	1797448.5680	614533.7810
WF W4-72	1797485.5650	614515.7250
WF W4-73	1797530.2530	614491.4470
WF W4-74	1797579.5620	614458.1370
WF W4-75	1797619.4600	614475.5970
WF W4-76	1797655.1190	614460.3590
WF W4-77	1797683.9270	614453.7160
WF W4-78	1797712.2260	614433.4120
WF W4-79	1797736.1140	614413.8820
WF W4-80	1797767.4060	614408.1660
WF W4-81	1797785.3550	614399.0320
WF W4-82	1797786.2270	614379.6470
WF W4-83	1797806.1560	614363.7160
WF W4-84	1797816.0850	614348.3570
WF W4-85	1797890.4610	614338.8600
WF W4-86	1797928.3570	614316.5810
WF W4-87	1797960.3670	614335.2440
WF W4-88	1797989.1980	614354.0070
WF W4-89	1798017.9070	614372.7700
WF W4-90	1798047.0070	614394.4670
WF W4-91	1798076.1070	614416.1670
WF W4-92	1798105.2070	614437.8670
WF W4-93	1798134.3070	614459.5670
WF W4-94	1798163.4070	614481.2670
WF W4-95	1798192.5070	614502.9670
WF W4-96	1798221.6070	614524.6670
WF W4-97	1798250.7070	614546.3670
WF W4-98	1798279.8070	614568.0670
WF W4-99	1798308.9070	614589.7670
WF W4-100	1798338.0070	614611.4670



 EXISTING WETLANDS
 PROPOSED ASPHALT PAVEMENT
 PROPOSED CONCRETE

30 SF/UNIT INDOOR
+
60 SF/UNIT OUTDOOR
90 SF/UNIT
X
129 UNITS
11,610 SF REQUIRED
RECREATION AREA



TATTERSALL AT TYMBER CREEK

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL PLANNED DEVELOPMENT

DEVELOPER:

PAYLIN TYMBER 1 AND 2, LLC
794 SANDERS ROAD, SUITE 1
PORT ORANGE, FL 32129
PHONE: 386-756-0439
FAX: 386-304-3308
CONTACT PERSON: JAMES W. PAYTAS, III
e-mail: jpaytas@paytashomes.com

CIVIL ENGINEER:

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE: 386-677-2482
FAX: 386-677-2505
CONTACT PERSON: RANDY HUDAK, P.E.
e-mail: rhudak@zevcohen.com

LANDSCAPE ARCHITECT:

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE: 386-677-2482
FAX: 386-677-2505
CONTACT PERSON: JAKE STEHR, RLA
e-mail: jstehr@zevcohen.com

LEGAL:

COBB COLE
231 NORTH WOODLAND BLVD.
DELAND, FL 32720
PHONE: 386-736-7700
FAX: 386-944-7966
CONTACT PERSON: MARK WATTS
email: mark.watts@cobbcole.com

PROJECT DESCRIPTION:

THIS PROJECT INCLUDES THE CONSTRUCTION OF 129 SINGLE FAMILY RESIDENTIAL LOTS ALONG WITH ASSOCIATED ROADWAY, STORMWATER AND UTILITY INFRASTRUCTURE.

SITE INFORMATION:

SITE ADDRESS:	304 N TYMBER CREEK ROAD, ORMOND BEACH, FL 32174
PROJECT AREA:	8.84 AC
TAX PARCEL I.D. #:	412300000012, 412400000240, 412400000250
EXISTING & PROPOSED ZONING:	PRD - PLANNED RESIDENTIAL DEVELOPMENT
EXISTING & PROPOSED LAND USE:	SUBURBAN LOW DENSITY RESIDENTIAL (SLDR) & OPEN SPACE/CONSERVATION (OS/C)
TOTAL LOT COUNT:	129
LOT BREAKDOWN:	
80 FT X 110 FT LOT	129
GROSS DENSITY:	1.53 PER ACRE
NET DENSITY:	1.91 PER ACRE
SETBACKS:	
FRONT:	25 FT
SIDE:	7.5 FT (INTERIOR); 25 FT (CORNER); 5 FT (ACCESSORY STRUCTURE)
REAR:	20 FT; 5 FT (ACCESSORY STRUCTURE)
REQUIRED LANDSCAPE BUFFER(S):	20 FT - ALONG AIRPORT ROAD 20 FT - ALONG TYMBER CREEK ROAD 10 FT - WEST 20 FT - NORTH
MAXIMUM BUILDING COVERAGE:	50%
MAXIMUM LOT IMPERVIOUS COVERAGE:	70%
MAXIMUM BUILDING HEIGHT:	35 FT
UTILITIES:	PROVIDED BY CITY OF ORMOND BEACH

LAND USE TABLE:		
	ACREAGE	PERCENTAGE
EXISTING CONDITIONS:		
WETLAND AREA	15.16 AC	18.0%
UPLAND AREA	68.84 AC	82.0%
WETLAND IMPACT AREA:	2.44 AC	
PROPOSED IMPROVEMENTS:		
LOTS	27.31 AC	32.5%
RIGHT-OF-WAY	7.78 AC	9.25%
POND AREA	7.77 AC	9.25%
LANDSCAPE/OPEN SPACE	27.81 AC	33.1%
AMENITY AREA	0.61 AC	0.7%
WETLANDS TO REMAIN	12.72 AC	15.2%

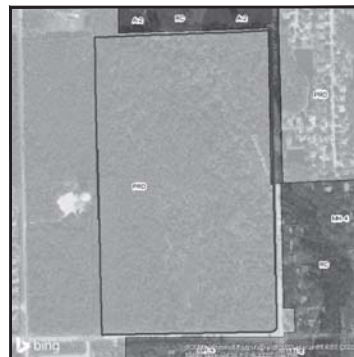
NOTE: OUTDOOR CONSTRUCTION ACTIVITY SHALL ONLY OCCUR FROM 7:00 AM TO 7:00 PM, MONDAY THROUGH SATURDAY.

NOTE: MAXIMUM DENSITY PER ORDINANCE 08-54 IS 234 UNITS BASED ON 67.54 ACRES OF PROPERTY WITH THE SLDR LAND USE.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

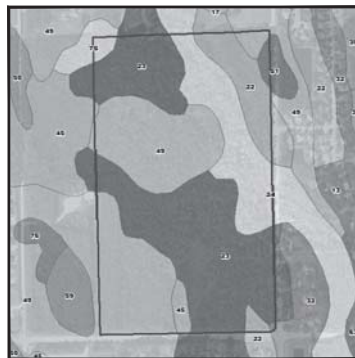


VICINITY MAP
SCALE: 1" = 1,100'



ZONING MAP
SCALE: 1" = 500'

CURRENT ZONING FOR THIS SITE IS: PRD - PLANNED RESIDENTIAL DEVELOPMENT



SOILS MAP
SCALE: 1" = 500'

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
22-ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES; 23-FARROW FINE SAND;
24-ELUVIANTS; 45-FINEA FINE SAND; 49-POMONA FINE SAND;
51-POMONA FINE SAND, DEPRESSIONAL



FLOOD_ZONE MAP
SCALE: 1" = 500'

FLOOD_ZONE A, AE & X PER FEMA MAP 121270184J

SHEET INDEX:

- C1 COVER SHEET
- C2 CONCEPT PLAN
- C3 WETLAND IMPACT & NATURAL AREA EXHIBIT
- C4 STORMWATER PLAN
- C5 UTILITY PLAN
- C6 CONSTRUCTION DETAILS
- C7 PHASING PLAN
- C8 FLOOD PLAIN EXHIBIT

- EXHIBIT D FENCING EXHIBIT
- EXHIBIT F SIGNAGE EXHIBIT

8.B.c



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	REVISION
1	08/14/12	MLR	ISSUED FOR PERMITTING (CADD/08/14/12)
2	08/24/12	MLR	REVISED PER CITY OF ORMOND BEACH
3	09/04/12	MLR	REVISED PER CITY OF ORMOND BEACH (11/12/12)
4	11/12/12	MLR	REVISED PER CITY OF ORMOND BEACH (11/12/12)
5	01/10/13	MLR	REVISED PER CITY OF ORMOND BEACH (01/10/13)
6	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
7	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
8	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
9	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
10	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
11	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
12	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
13	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
14	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
15	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
16	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
17	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
18	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
19	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
20	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
21	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
22	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
23	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
24	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
25	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
26	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
27	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
28	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
29	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
30	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
31	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
32	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
33	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
34	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
35	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
36	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
37	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
38	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
39	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
40	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
41	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
42	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
43	05/12/13	MLR	REVISED PER CITY OF ORMOND BEACH (05/12/13)
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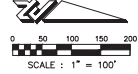
TATTERSALL
PLANNED DEVELOPMENT
COVER SHEET

PROJECT NO: 201201
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: D:\2101-CDV
WFP: XXXXX.DWG
WFP: XXXXX.DWG

RANDY HUDAK, P.E. NO. 0550
MELISSA HUDAK, P.E. NO. 0550
NOT VALID FOR REUSE

EXHIBIT C

SHEET C1 OF 8



LEGEND:

- FLOOD IMPACT AREA (ZONE A)
- FLOOD ZONE A
- FLOOD ZONE X
- REGULATORY FLOODWAY (ZONE A)
- COMPENSATING STORAGE

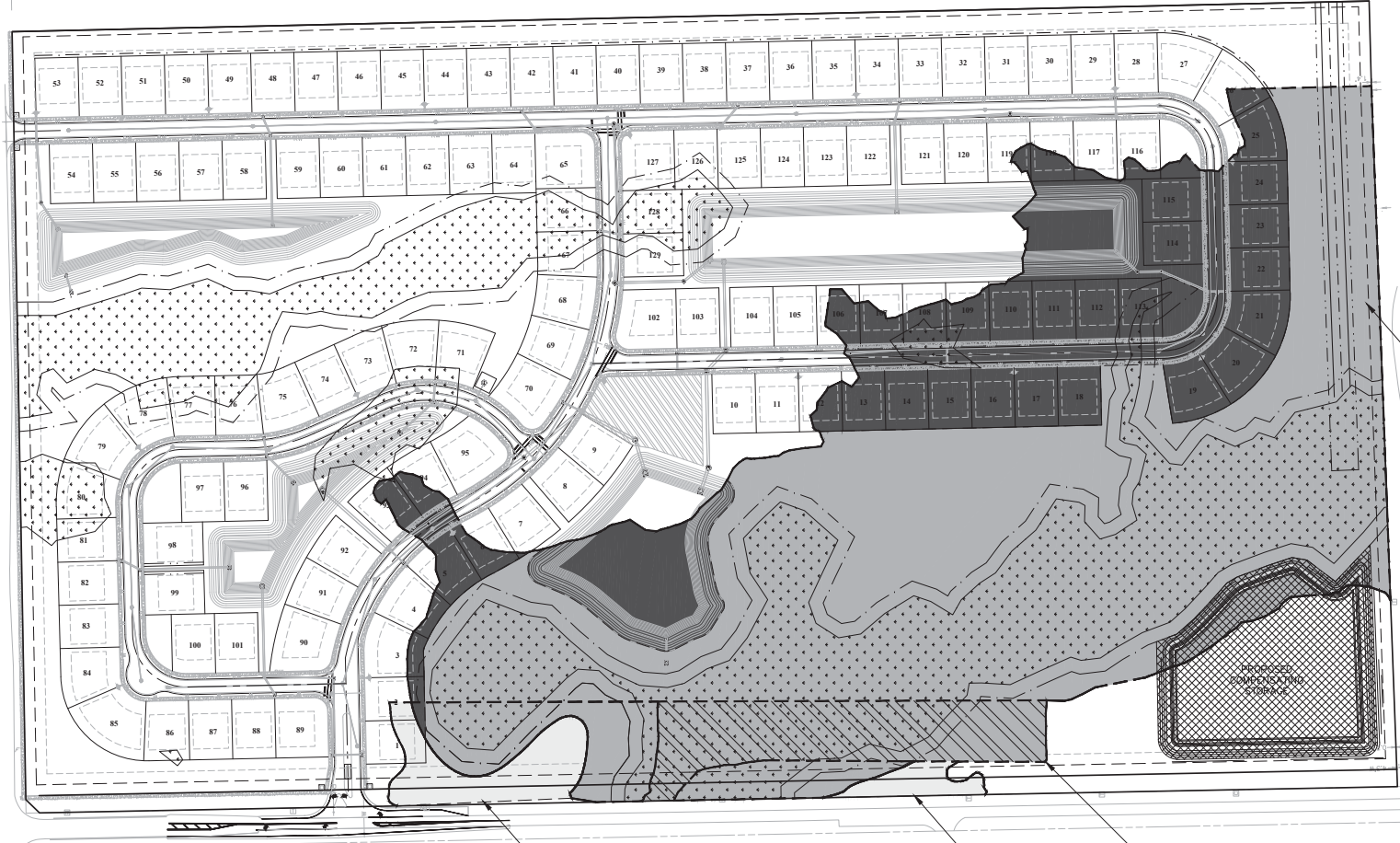
- FLOOD STORAGE IMPACTED BY DEVELOPMENT = 11.90 AC-FT
- FLOOD STORAGE PROVIDED IN COMPENSATING STORAGE POND TO OFFSET IMPACTS = 13.877 AC-FT

ZONE A
ESTIMATED B.F.E.=19.7

ZONE AE
ESTIMATED B.F.E.=19

ZONE X

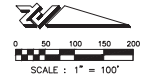
ZONE X



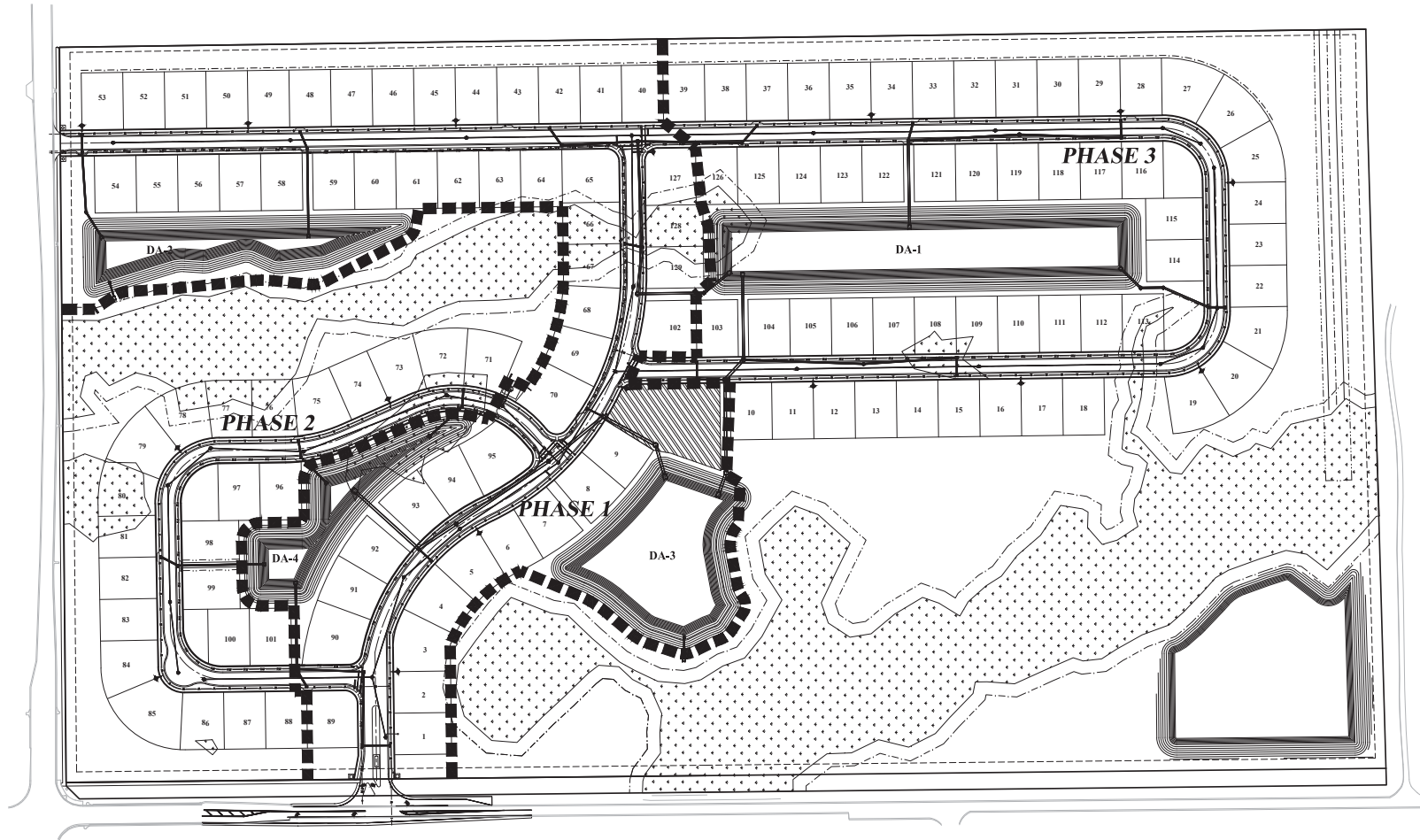
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**TATTERSALL
PLANNED DEVELOPMENT
FLOOD PLAIN EXHIBIT**

PROJECT NO:	20-21021
DESIGNED BY:	MLR
DRAWN BY:	MLR
CHECKED BY:	RMH
DRAWING FILE:	C:\FLOOD PLAIN EXHIBIT
DATE:	XXXXX.DWG
DATE:	XXXXX.DWG



LOT COUNT PER PHASE:
PHASE 1: 51
PHASE 2: 24
PHASE 3: 54
TOTAL: 129

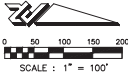


**TATTERSALL
PLANNED DEVELOPMENT
STORMWATER PLAN**

PROJECT NO: 20-2101
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH

DRAWING FILE: 20-2101-01
DATE: 11/11/2020
NOT FOR CONSTRUCTION

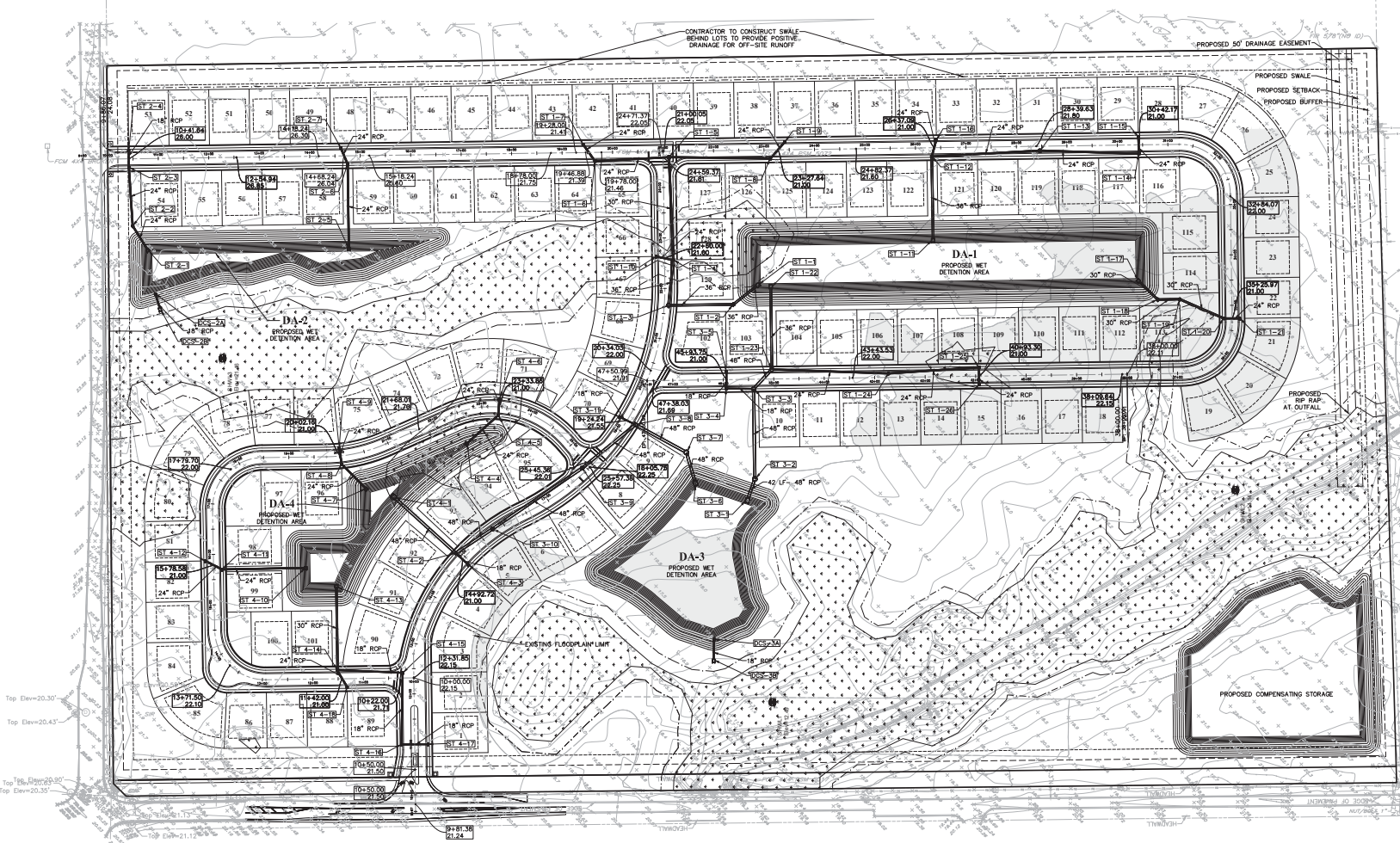
SHEET C4 OF 8



LEGEND:

- OR PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED YARD DRAIN
- PROPOSED FLOOD PLAN IMPACT

- NOTE:**
- ALL WET STORMWATER MANAGEMENT AREAS ARE REQUIRED TO HAVE FLOODING.
 - PROPOSED FINISHED FLOOR ELEVATIONS TO COMPLY WITH CITY'S LOC SECTION 5-18(07).
 - THE PROPOSED STORMWATER MANAGEMENT SYSTEM DESIGN MUST PROVIDE REASONABLE ASSURANCE THAT THE CONSTRUCTION OF THE PROJECT WILL NOT ADVERSELY AFFECT THE WATER QUALITY OF THE RECEIVING WATERBODY OR INCREASE THE RATE OR VOLUME OF DISCHARGE FROM THE PROJECT TO THE RECEIVING WATERBODY.
 - SURFACE WATER MANAGEMENT PLANS MUST DEMONSTRATE THAT THE PROPOSED DEVELOPMENT OR ACTIVITY HAS BEEN PLANNED AND DESIGNED AND WILL BE CONSTRUCTED AND MAINTAINED TO MEET THE GENERAL DESIGN STANDARDS OF SECTION 5-18 OF THE CITY'S LAND DEVELOPMENT CODE BY MAINTAINING THE NATURAL HYDROLOGIC CHARACTERISTICS OF THE WATERSHED, AND PREVENTING INCREASED FLOODING AND DAMAGE.
 - STORMWATER RUNOFF SHALL BE CONSISTENT WITH BEST MANAGEMENT PRACTICES (BMP) AS THE STATE DEVELOPMENT MANUAL PUBLISHED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PRIOR TO DISCHARGE INTO ANY NATURAL OR ARTIFICIAL DRAINAGE SYSTEMS.

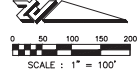


Top Elev=20.30'
Top Elev=20.43'
Top Elev=20.30'
Top Elev=20.35'

NO.	DATE	BY	DESCRIPTION
1	01/20/21	M.R.	ISSUED FOR PERMITTING
2	02/24/21	M.R.	REVISIONS AND CITY COMMENTS
3	03/24/21	M.R.	REVISIONS AND CITY COMMENTS
4	04/14/21	M.R.	REVISIONS AND CITY COMMENTS
5	05/12/21	M.R.	REVISIONS AND CITY COMMENTS
6	06/17/21	M.R.	REVISIONS AND CITY COMMENTS

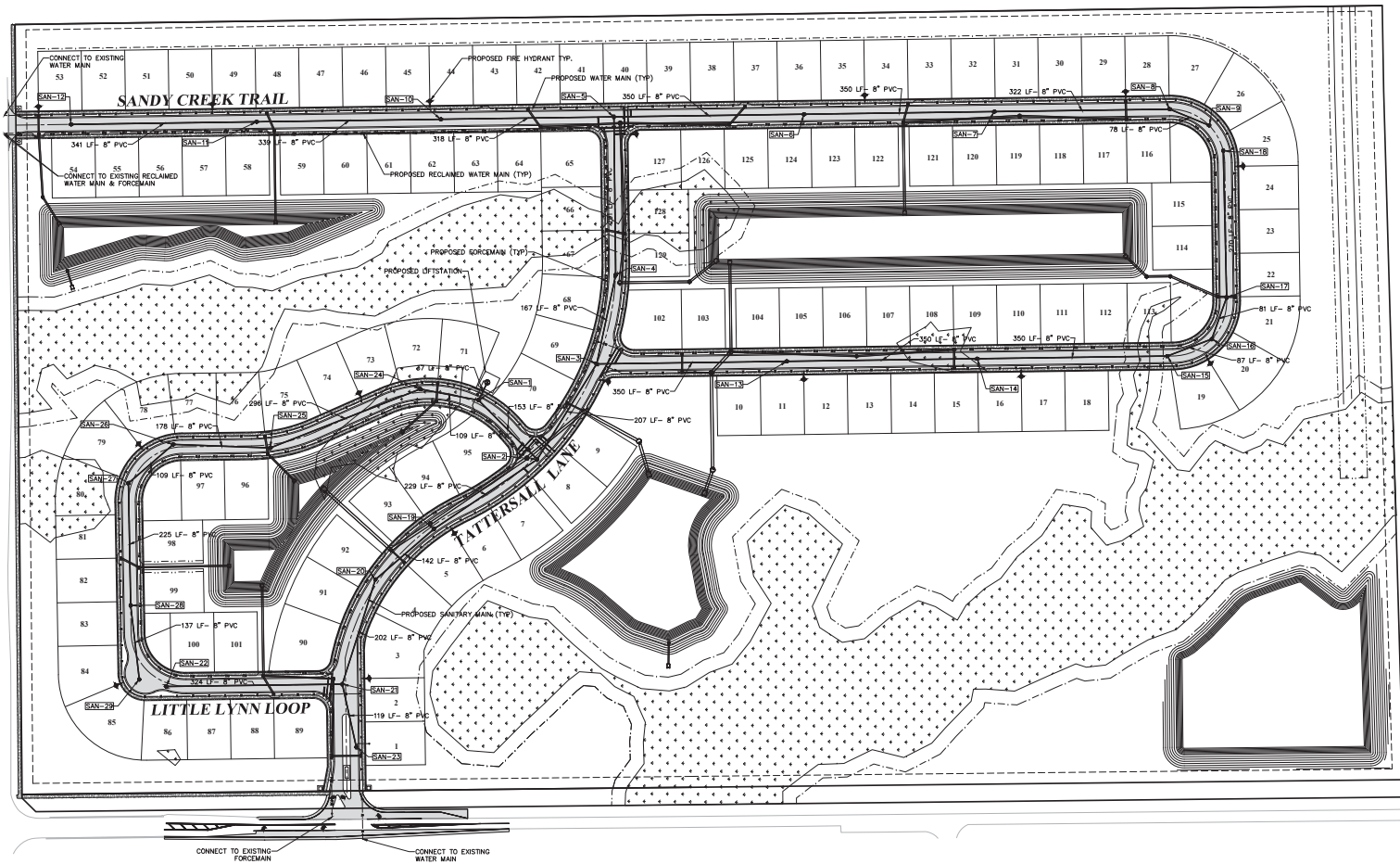
**TATTERSALL
PLANNED DEVELOPMENT
UTILITY PLAN**

PROJECT NO: 20-21021
DESIGNED BY: M.R.
DRAFTED BY: M.R.
CHECKED BY: RMH
DRAWING FILE: 20-21021-UTL
DATE: 01/20/21
SHEET: C5 OF 8

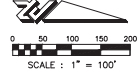
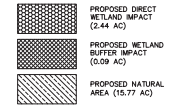


LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- PROPOSED WATERMAIN
- PROPOSED RECLAIMED WATERMAIN
- PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY

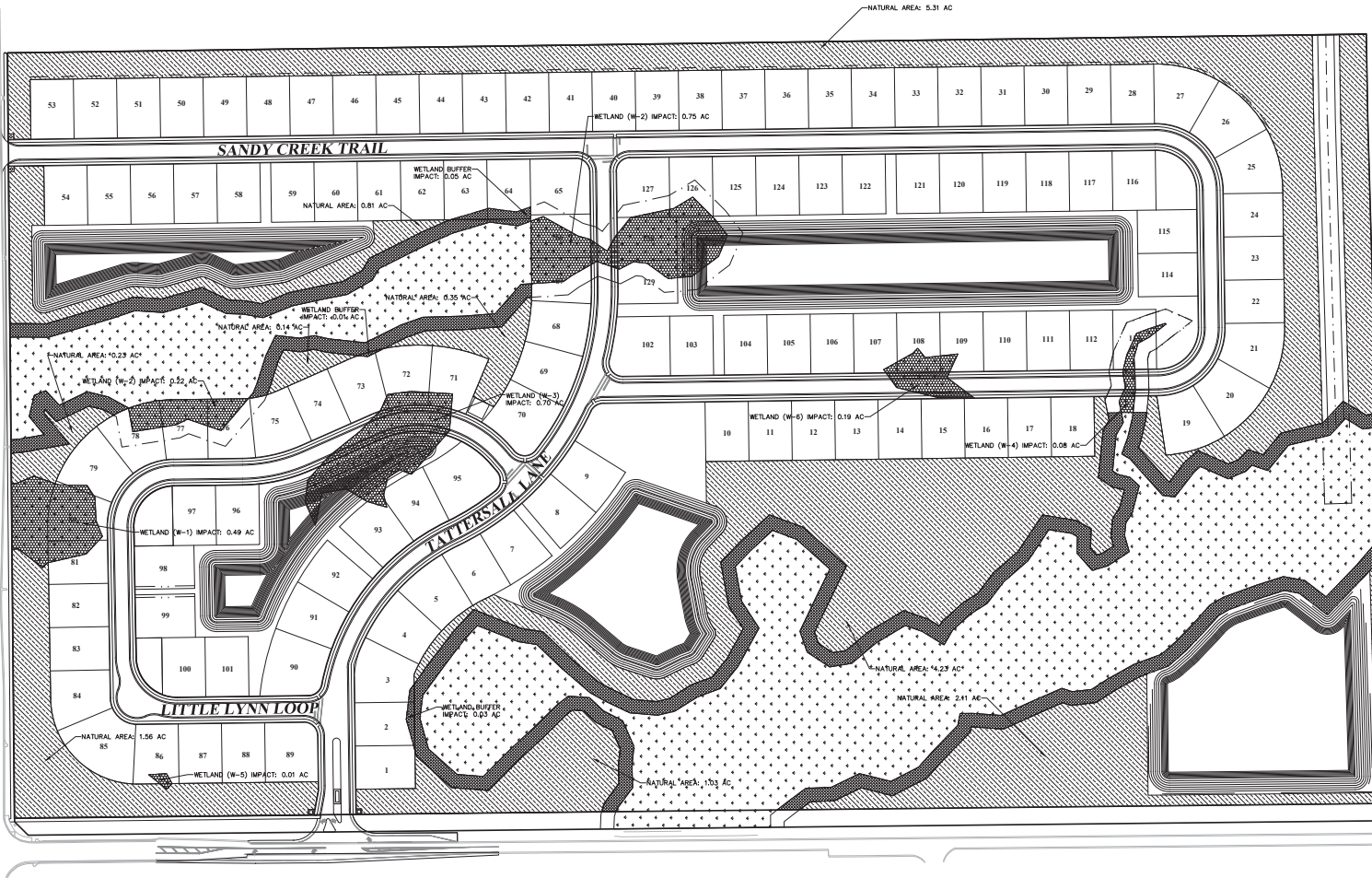


ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AASHTO AND MUTCD SPECIFICATIONS

**LEGEND:**

AREAS:

- TOTAL WETLAND AREA: 15.16 AC
- TOTAL WETLAND BUFFER AREA: 4.07 AC
- TOTAL WETLAND TO REMAIN AREA: 12.72 AC
- TOTAL WETLAND BUFFER TO REMAIN AREA: 3.98 AC
- TOTAL AREA TO BE PRESERVED: 32.47 AC



NO. DATE BY DESCRIPTION

1. 10/1/2021 M.R. PREPARED AND CHECKED

2. 10/1/2021 M.R. PREPARED AND CHECKED

3. 10/1/2021 M.R. PREPARED AND CHECKED

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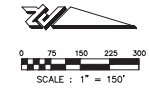
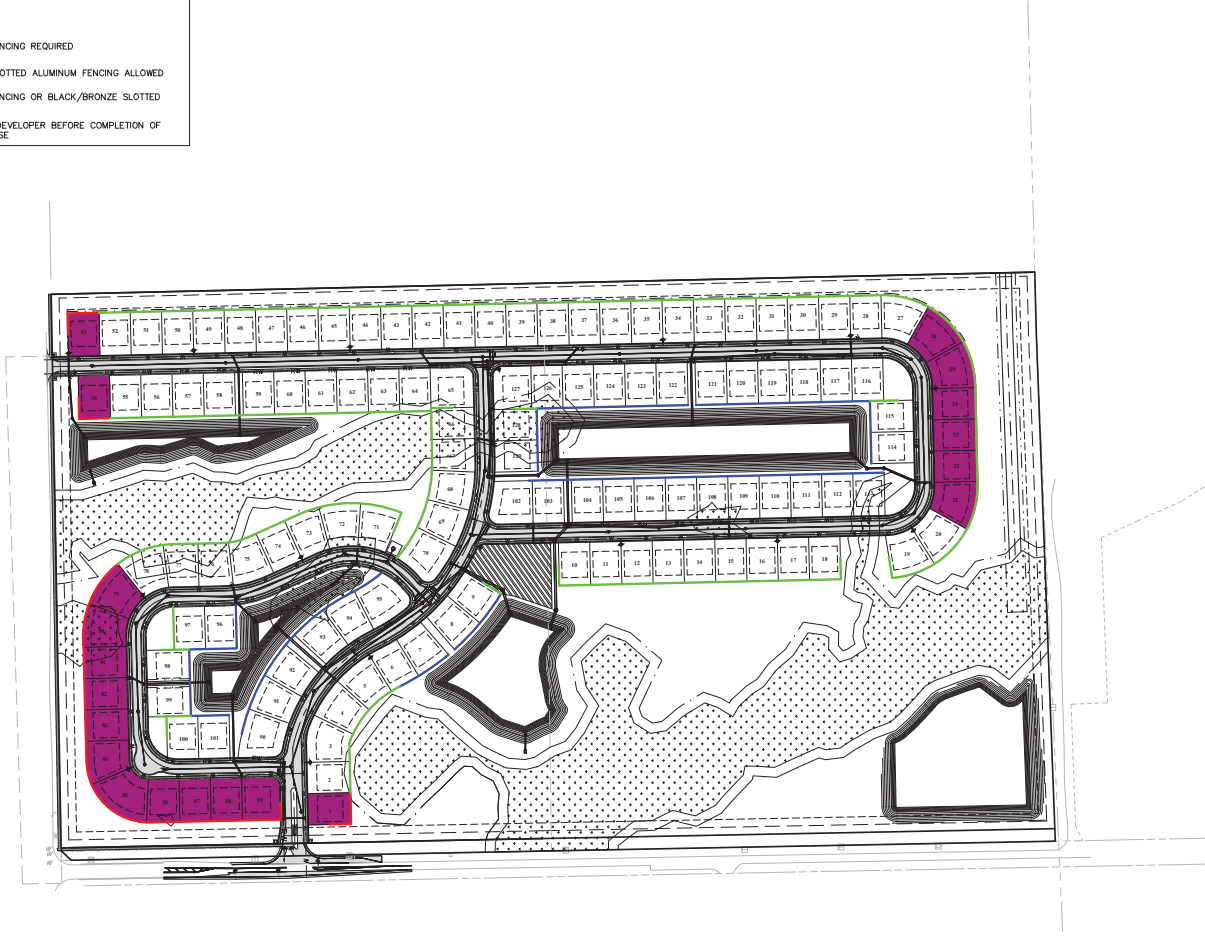
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LEGEND:

- WHITE VINYL PRIVACY FENCING REQUIRED
- ONLY BLACK/BRONZE SLOTTED ALUMINUM FENCING ALLOWED
- WHITE VINYL PRIVACY FENCING OR BLACK/BRONZE SLOTTED ALUMINUM ALLOWED
- FENCING INSTALLED BY DEVELOPER BEFORE COMPLETION OF CONSTRUCTION PER PHASE



EXAMPLE OF WHITE VINYL FENCING
MAX. HEIGHT: 6 FT



EXAMPLE OF BLACK/BRONZE SLOTTED ALUMINUM FENCING
MAX. HEIGHT: 4 FT

EXHIBIT D

8.B.c



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	REVISION
1	01/15/2021	MLR	ISSUED FOR CITY OF JARVIS
2	02/02/21	MLR	REVISIONS AND CITY COMMENTS
3	02/02/21	MLR	REVISIONS AND CITY COMMENTS
4	11/02/21	MLR	REVISIONS AND CITY COMMENTS
5	05/12/22	MLR	REVISIONS AND CITY COMMENTS
6	05/12/22	MLR	REVISIONS AND CITY COMMENTS

**TATTERSALL
PLANNED DEVELOPMENT
FENCING EXHIBIT**

JARVIS COUNTY, GEORGIA

PROJECT NO.: 20-21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: C:\FENCING EXHIBIT
DATE: 05/12/22
SHEET: 01 OF 01

EXHIBIT D
SHEET 01 OF 01

ELEVATIONS



PAYTAS HOMES



PAYTAS HOMES



PAYTAS HOMES



PAYTAS HOMES



Elevation is an artist's concept only and may vary. All elevations are subject to conform to community covenants and restrictions.
Designs are property of Paytas Homes, Inc. and cannot be duplicated due to copyright laws. CRC039455

PAYTAS HOMES



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PAYTAS HOMES



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

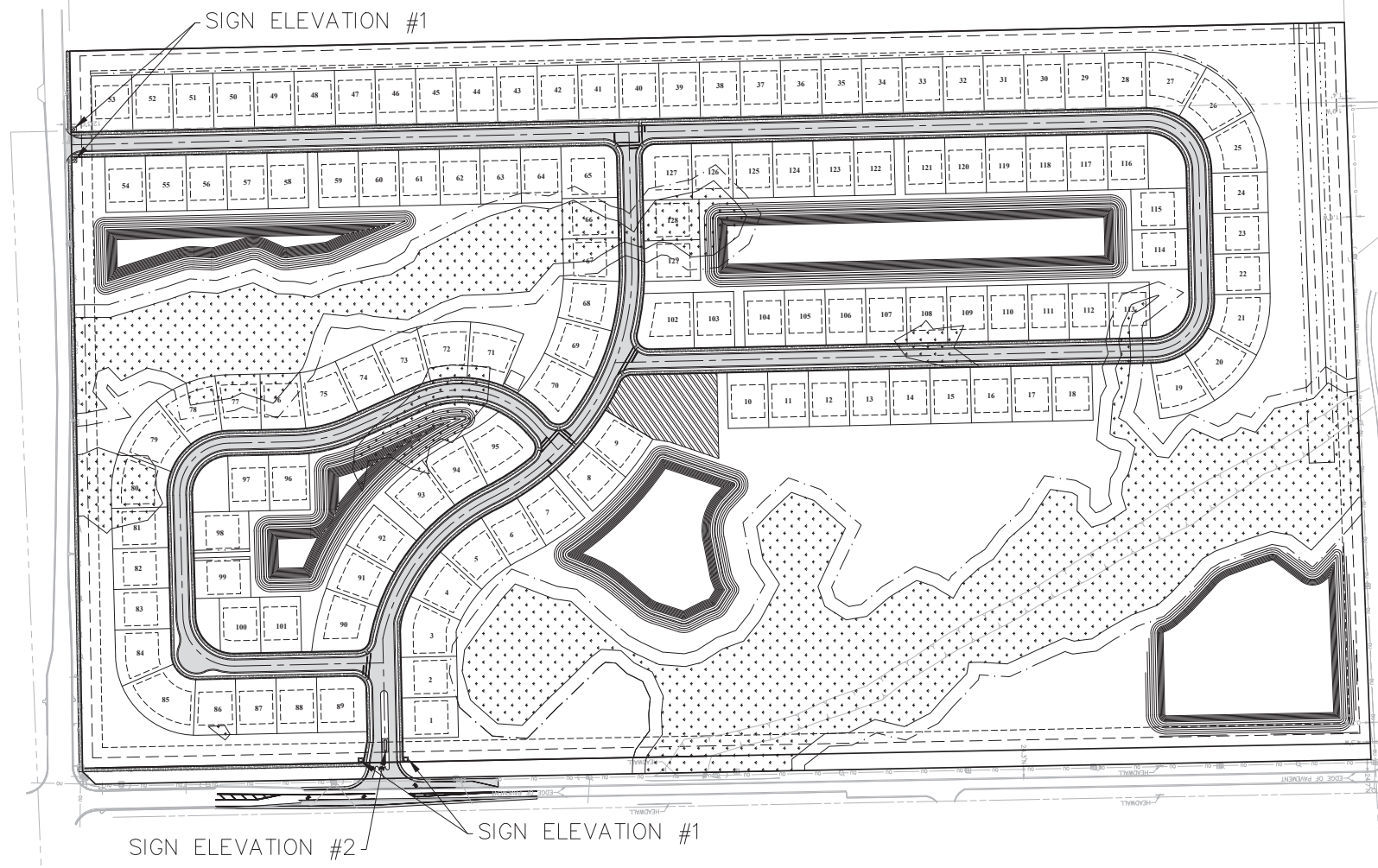
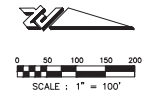
NO.	DATE	BY	REVISION
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2	08/24/21	MLR	REVISED PER CITY COMMISSION
3	09/01/21	MLR	REVISED PER CITY COMMISSION
4	11/01/21	MLR	REVISED PER CITY COMMISSION
5	01/12/22	MLR	REVISED PER CITY COMMISSION
6	05/17/22	MLR	REVISED PER CITY COMMISSION

**TATTERSALL
PLANNED DEVELOPMENT
SIGNAGE EXHIBIT**

CITY OF DAVENPORT, FLORIDA

PROJECT NO: 20-21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH

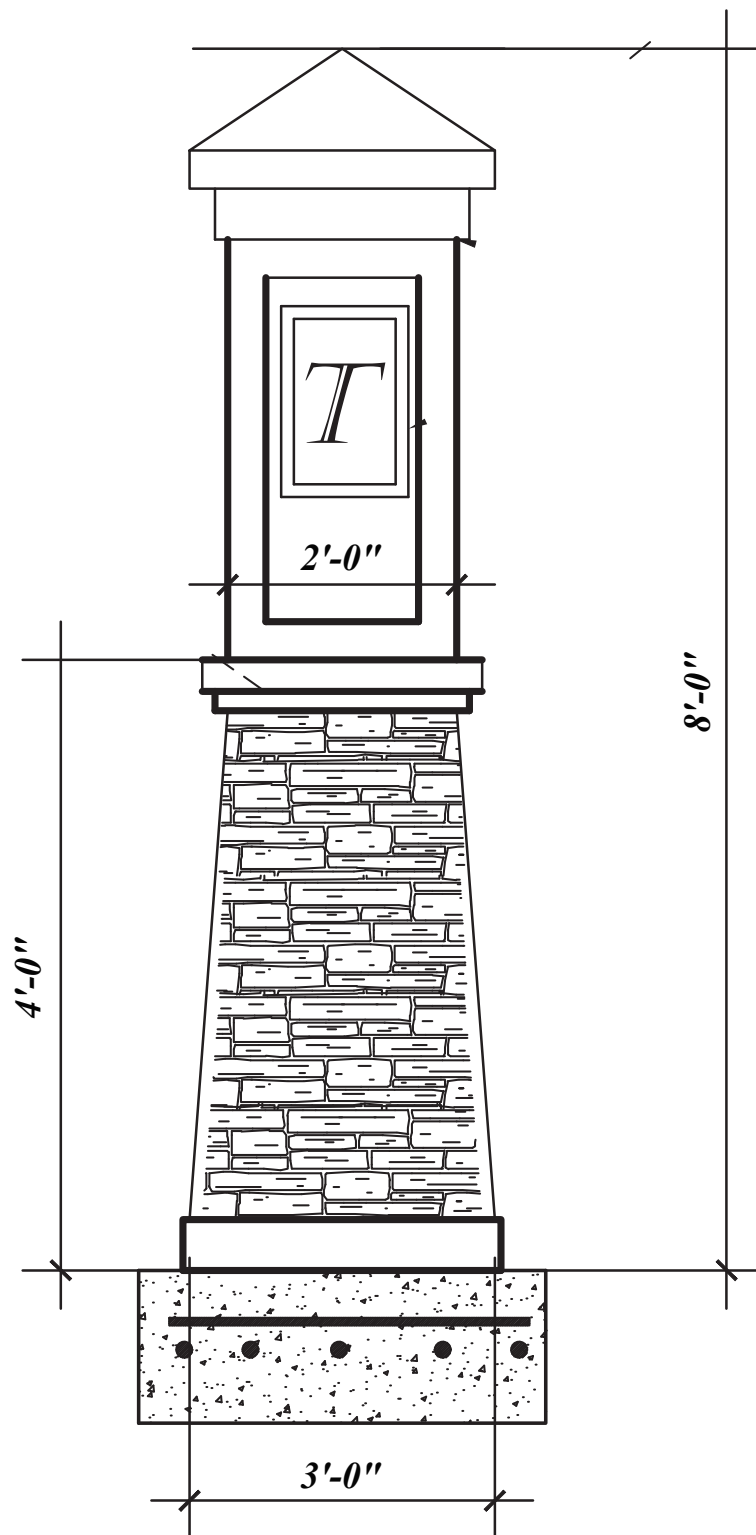
DRAWING FILE: C:\SIGNAGE EXHIBIT
DATE: 08/11/2021
DWG: 00000.DWG



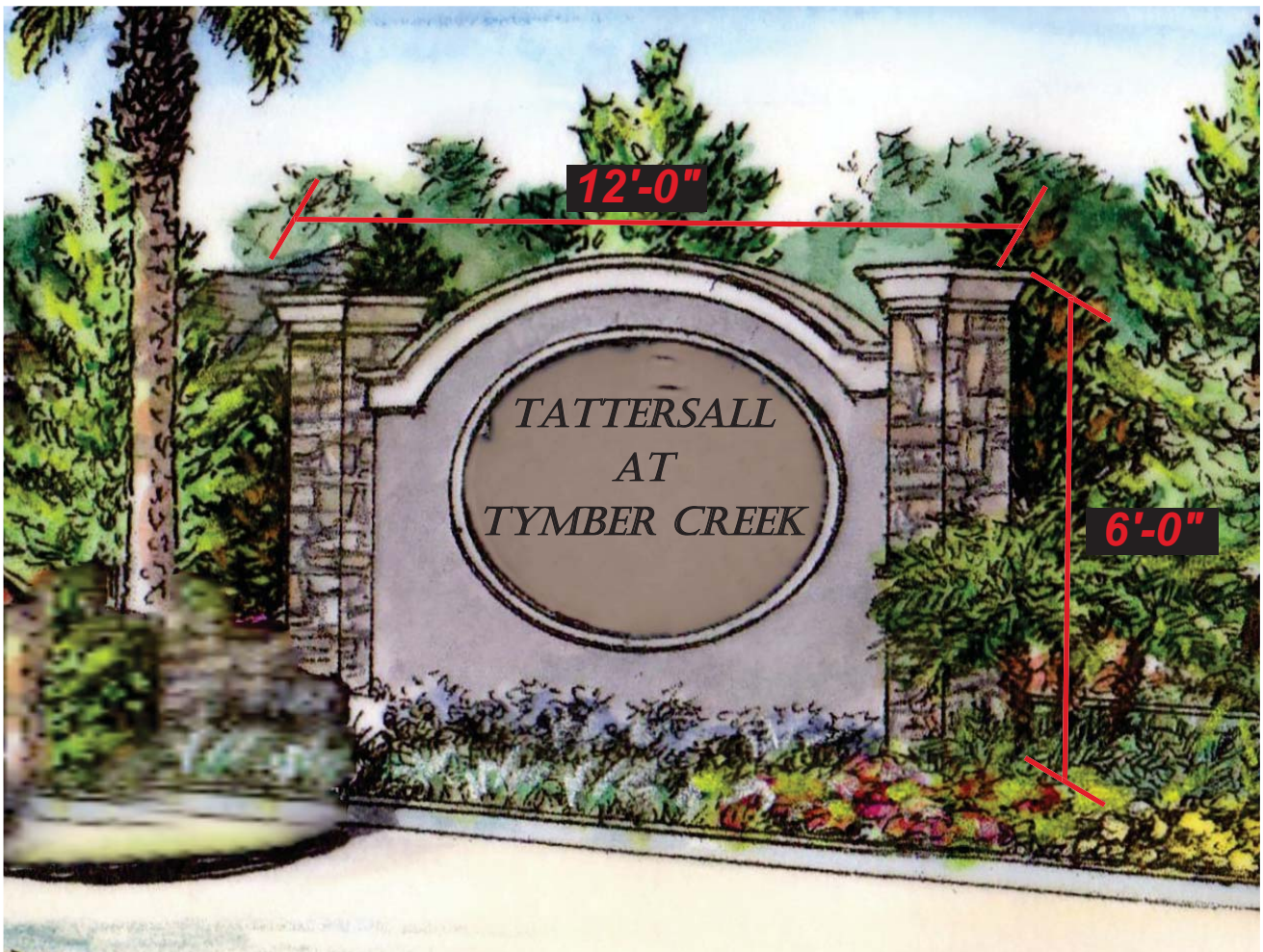
DRAWING: TATTERSALL PLANNED DEVELOPMENT SIGNAGE EXHIBIT - 8.B.c 8/11/2021

SIGN ELEVATION #1

8.B.c



SIGN ELEVATION #2



ATTACHMENT 7

Written Correspondence for
Tattersall at Tymber Creek

From: [Ricki Stofsky](#)
To: [Spraker, Steven](#)
Subject: Written Comments on Tattersall at Tymber Creek project
Date: Monday, August 29, 2022 2:37:32 PM

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To Whom It May Concern:

Once again, those of us in the community who will be impacted by the overdevelopment of this wet property (on a flood plain) on Airport Road and Tymber Creek Road are strongly voicing our opinions to stop this project.

In several previous attempts, (before your committee), the property has been proven to have a negative impact on flooding in the neighborhood, and contributing to a traffic disaster because of the crowded Pathways Elementary school across the street.

This proposed development is a DISASTER WAITING TO HAPPEN!

We live at 39 Herringbone Way which is across the street and we will be negatively affected. We don't want flooded streets, cars turning around on our quiet street (there are many young children) and the loss of a pastoral lifestyle, which is why we chose to live in Ormond Beach.

Let's shut this project and all future attempts to develop this property now!

The committee did the right thing last time, and should repeat their decision by rejecting this plan.

Ricki Stofsky and
Roger Duvernoy
39 Herringbone Way
Ormond Beach, Fl. 32174
rstofsky@gmail.com
(845)323-2095
Sent from my iPhone

Legal Description

PARCEL 1:

The Southwest one quarter (1/4) of the Northwest one quarter (1/4) of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, excepting therefrom the Easterly 33 feet in Hull Road, a 66 foot street as now laid out; also subject to an easement over and upon the Southerly 25 feet thereof; also excepting therefrom: a portion from the West one quarter (1/4) of said Section 24, as the **point of beginning**, run North 01°56'27" West along the West line of said Section 24 a distance of 119.25 feet; thence departing said West line, run North 88°19'45" East a distance of 1348.62 feet; thence South 01°27'18" East a distance of 100.17 feet to a point on the South line of Northwest one quarter (1/4) of said Section 24; thence following said South line South 87°31'05" West a distance of 1347.82 feet to West one quarter (1/4) of Section 24 and **point of beginning**, all of the above containing 25.839 acres.

PARCEL B:

A portion of Section 23, Township 14 South, Range 31 East, Volusia County, Florida, described as follows:

From the East one quarter (1/4) of said Section 23, run North 01°56'27" West along the East line of said Section 23 a distance of 119.25 feet to the point of beginning; thence continue North 01°56'27" West along said East line a distance of 2516.66 feet to the Northeast corner of said Section 23; thence South 87°52'34" West along the North line of said Section 23 a distance of 197.43 feet; thence departing said line, run South 01°56'27" East a distance of 2515.42 feet; thence North 88°19'45" East, a distance of 157.43 feet to the point of beginning, containing 9.093 acres.

LESS AND EXCEPT the following parcel:

A portion of the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 14 South, Range 31 East, Volusia County, Florida.

Commence at the Southwest corner of the Northwest 1/4 of said Section 24; thence North 00°52'02" West along the West line of said Section 24 a distance of 119.27 feet to a point on the existing right-of-way line per Official Records Book 3252, Page 101 in the Public Records of Volusia County, Florida; thence North 89°24'03" East along said right-of-way line a distance of 1264.55 feet to the **Point of Beginning**; thence continue North 89°24'03" East along said right-of-way line a distance of 25.00 feet to the intersection with the Westerly right-of-way line of Tymber Creek Road, a 66.00 foot wide right-of-way; thence North 00° 45 '48" West along said right of way line a distance of 25.00 feet; thence departing said right-of-way line South 44°19'08" West a distance of 35.30 feet to the **Point of Beginning**.

PARCEL C:

The Northwest 1/4 of the Northwest 1/4 of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

Beginning at the Northwest section corner of said Section 24, Township 14 South, Range 31 East; thence North 87°12'56" East along the North line of said Section 24, Township 14 South, Range 31 East, a distance of 1297.11 feet to a point on the West Right of Way line of North Tymber Creek Road; thence South 1°53'40" East along said West Right of Way line, a distance of 1288.22 feet; thence South 88°32'17" West a distance of 1295.97 feet to the West line of said Section 24, Township 14 South, Range 31 East; thence North 1°56'27" West along said West line of said Section 24, a distance of 1258.30 feet to the **Point of Beginning**.

EXHIBIT "A"

Page 2 of 2

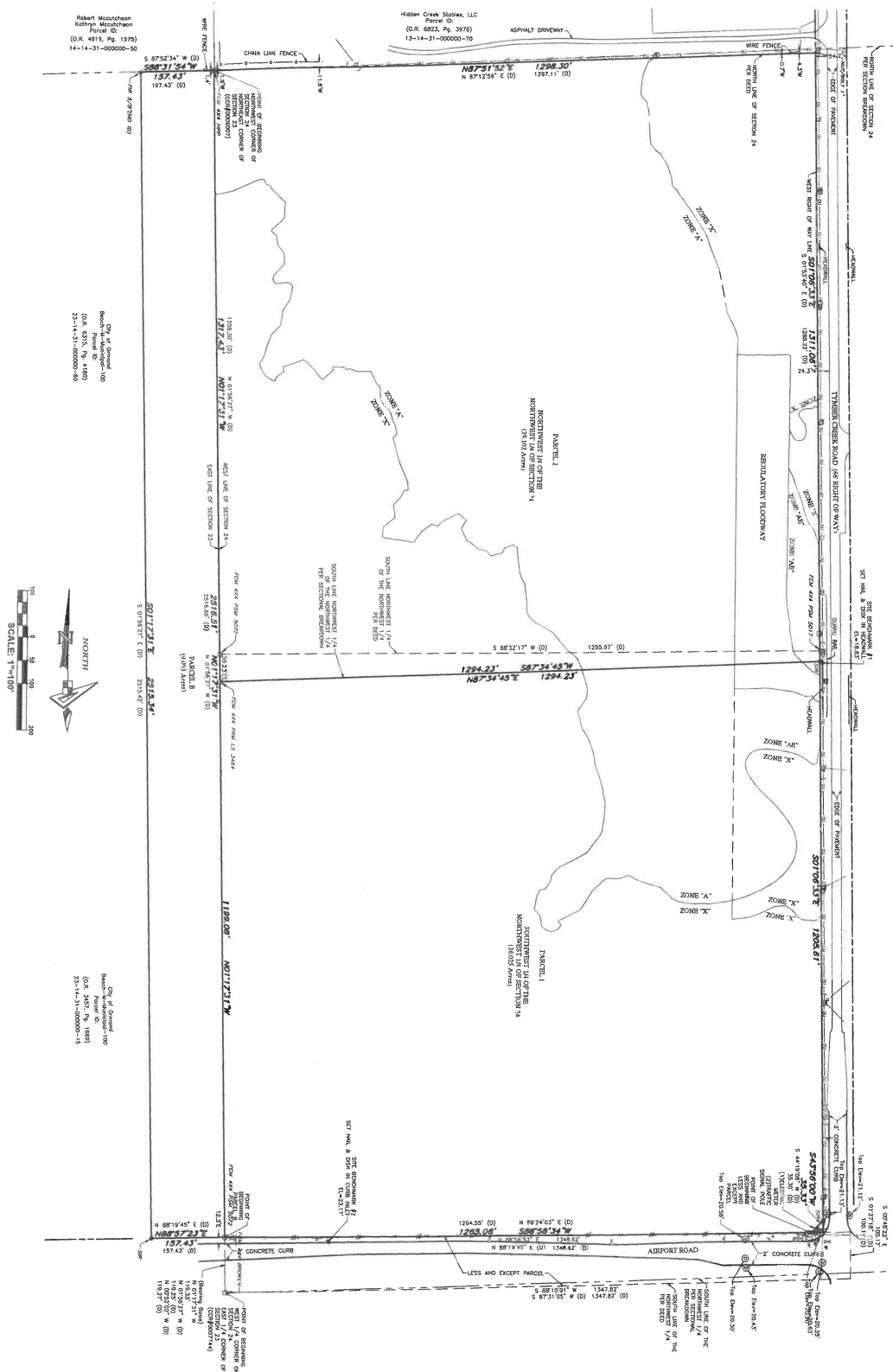


EXHIBIT “B”**Page 1 of 4****Special Conditions – Tattersall at Tymber Creek**

Plan sheets are included in Exhibit “C” and shall be complied with at all times. Specific conditions include:

1. **Lot Layout.** The total number of lots approved are 129. All lots shall be 80’ in width. The actual count, location, and layout of the developed areas within the development shall be determined during subdivision review and may be modified based on responses from and requirements of applicable permitting agencies and identified environmental conditions
2. **Preliminary Plat Required.**
 - A. The project shall be required to obtain a Preliminary Plat and provide detail engineering plans with review by the Planning Board and action by the City Commission prior to the issuance of a site construction permit. A preliminary plat, shall include following information is required:
 1. Stormwater plan including:
 - A. Site topography survey;
 - B. Evidence of acceptance of water from off-site properties;
 - C. Nutrient loading information. There are higher standards for this property based upon the Tomoka River being an Outstanding Florida waterway; and
 - D. Pre-development and post development calculations.
 2. Floodplain review including:
 - A. Base flood elevation study;
 - B. Amount of fill in the floodplain; and
 - C. Amount of compensating storage provided.
3. **Drainage.** As part of the first phase of the development, Developer shall construct or cause to be constructed a culvert under Leeway Trail and an open ditch or swale from Leeway Trail to Groover Branch, if authorized and as permitted by St. John’s River Water Management District and any applicable jurisdiction with authority. A portion of the improvements will be on property owned by the City and the City shall freely grant developer such applicable rights as to construct the culvert and swale. The portion of the drainage improvements constructed on the Property will be located within a fifty (50) foot easement, which access and maintenance rights shall be granted to the City. Once the drainage improvements are installed, the City shall provide perpetual maintenance of the same. The City shall also assist in the permitting of the drainage improvements through the St. John’s River Water Management District

The proposed stormwater management system design must provide reasonable assurance that the construction of the project will not adversely affect the water quality of the receiving waterbody or increase the rate or volume of discharge from the project to the receiving waterbody.

EXHIBIT “B”**Page 2 of 4**

Surface water management plans must demonstrate that the proposed development or activity has been planned and designed and will be constructed and maintained to meet the general design standards of Section 3-18 of the City’s Land Development Code by maintaining the natural hydrodynamic characteristics of the watershed, and preventing increased flooding and damage.

Stormwater runoff shall be consistent with best management practices (such as the state development manual published by the Florida Department of Environmental Protection) prior to discharge into any natural or artificial drainage systems

4. **Density:** The proposed gross density is 1.53 units per acre. The density within the “Suburban Low Density Residential” land use area is 1.91 units per acre. The holding capacity density is 2.95 units per acre.
5. **Dimensional standards:** The setbacks for the project shall be:
 - a) Rear: 20’
 - b) Rear (accessory): 5’
 - c) Side: 7.5’
 - d) Side (accessory): 5’
 - e) Side Corner: 25’
 - f) Front Yard: 25’
 - g) Maximum building coverage shall be 50%.
 - h) Maximum lot coverage shall be 70%.
 - i) Maximum building height shall be 35 feet.
6. **Recreational area.** In lieu of the indoor recreation floor area requirement, the development may provide, at a minimum, an additional thirty (30) square feet per unit of outdoor active recreation space in compliance with Section 2-35(h) of the Land Development Code. The project is required to provide 11,610 square feet of outdoor recreational area. The proposed 26,572 square feet of outdoor recreational area exceeds the Land Development Code requirements and is hereby accepted.
7. **Parking.** Section 3-26 of the Land Development Code requires two (2) parking space per dwelling unit. Based on the 129 dwelling units proposed, 258 parking spaces shall be required. In addition, one (1) on-site parking space shall be provided for each two hundred fifty (250) square feet of indoor recreation area and one (1) such space for each four hundred (400) square feet of active outdoor recreation area. If both types of recreation areas are located on the same site, only the indoor requirement must be met per Section 2-35(h)(9) of the City of Ormond Beach Land Development Code.
8. **Access.** The subdivision shall have access from Airport Road and Tymber Creek. Both access points are shown as full access.

EXHIBIT “B”**Page 3 of 4**

9. **Right of way reservation.** The project shall reserve land, totaling 1.86 acres, along Tymber Creek Road for future roadway expansion by Volusia County.
10. **Sidewalks.** The developer shall construct a sidewalk in Phase 1 of the project development along Airport Road from Tymber Creek Road to Leeway Trail and along a portion of Tymber Creek Road, from the proposed entry of the development on Tymber Creek Road to the intersection of Tymber Creek Road and Airport Road, as further illustrated on the development plan incorporated herein as Exhibit “C.”

Internal sidewalks are required on both sides of the streets within the subdivision.

11. **Model Homes and Temporary Sales Offices.** The developer may designate and construct up to 10 lots as model homes and 2 lots as temporary sales offices for each phase of development. The design for all single-family homes shall be similar to the elevations attached as Exhibit “F”. Construction of a model home or temporary sales office for a particular phase may commence in conjunction with the construction of infrastructure improvements for said phase, however, a final certificate of occupancy for said model home or temporary sales office shall not be issued until final plat approval for said phase. No model home shall be constructed until the water and sewer lines have been constructed and are operational. Developer may also install and maintain a temporary construction trailer on a designated lot and must include electric. The construction trailer shall not be open to the public and shall not require paved parking or other applicable requirements of a temporary sales office but shall provide temporary stabilized off-street employee parking.
12. **Site Clearing.** Unless required as part of subdivision infrastructure or engineering of the site, Developer may preserve trees on each subdivided lot until construction of a residence on the same.

A fence plan is included in Exhibit “D” and shall be complied with at all times. Specific conditions include:

13. **Fences.** The developer shall implement fencing around the perimeter of the subdivision of 6 feet in height constructed out of solid PVC material with a white color. All Perimeter fencing will be installed as a requirement of the phase being developed part of the initial subdivision infrastructure. This does not include the development’s entry locations that border Airport Road or Tymber Creek Road included as part of the entry features described below. Additional fence requirements shall be specified in the Homeowners’ Association Master Covenants and Restrictions and shall be controlled by the Architectural Review Committee, which shall be established as part of the development. Fencing for individual lots shall conform with the fence details attached as Exhibit “D”.

EXHIBIT “B”**Page 4 of 4**

A phasing plan is included in Exhibit “E” and shall be complied with at all times. Specific conditions include:

14. **Phasing.** The development may be built in one or more phases, in substantial accordance with the attached phasing plan in Exhibit “E”. Any revisions to the phasing plan may be processed as a minor amendment to this PRD Development Order.

An Architectural Elements plan is included in Exhibit “F” and shall be complied with at all times. Specific conditions include:

15. **Architecture.** Home designs shall be consistent with the architectural elevations provided in Exhibit “F” and an architectural review committee for the subdivision is required.

A signage plan is included in Exhibit “G” and shall be complied with at all times. Specific conditions include:

16. **Entry Features.** Development entry features shall have a maximum height of 8 feet. Signage for the development shall be similar to the examples attached as Exhibit “G.”

TATTERSALL AT TYMBER CREEK

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL

PLANNED DEVELOPMENT

PROJECT DESCRIPTION:

THE PROJECT INVOLVED THE CONSTRUCTION OF 29 SINGLE FAMILY RESIDENTIAL LOTS ALONG WITH ASSOCIATED ROADWAY, STORMWATER AND UTILITY INFRASTRUCTURE.

SITE INFORMATION:

[illegible]

***NOTE: OUTDOOR CONSTRUCTION ACTIVITY SHALL ONLY OCCUR FROM 7:00 AM TO 7:00 PM, MONDAY THROUGH SATURDAY. **

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

CIVIL ENGINEER:

794 SANDERS ROAD, SUITE 1
PORT ORANGE, FL 32129
PHONE: 386-756-0439
FAX: 386-304-5308
CONTACT PERSON: JAMES W. F
e-mail: jpaytas@paytashomes.

LANDSCAPE ARCHITECT:

ZELEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE: 386-677-2482
FAX: 386-677-2505
CONTACT PERSON: RANDY HUDAK
e-mail: rhudak@zelevcohen.com

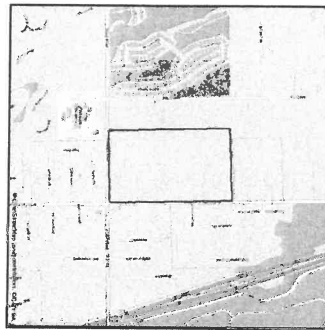
LEGAL:

LEE COHEN & ASSOCIATES, INC.
300 INTERCHANGEN BLVD., SUITE C
ORMOND BEACH, FL 32174
PHONE: 386-677-7482
FAX: 386-677-2505
CONTACT PERSON: JAKE STEHR, RLA
e-mail: jstehr@sevcoban.com

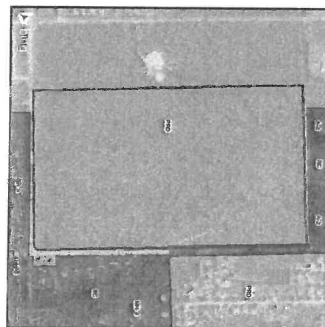
COBB COLE
231 NORTH WOODLAND BLVD.
DELANO, FL 33720
PHONE: 386-736-7700
FAX: 386-944-7966
CONTACT PERSON: MARK WATTS
email: mark.watts@cobbcole.com

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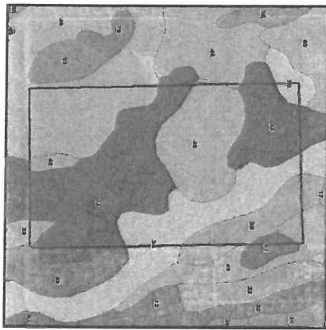
- C1 COVER SHEET
- C2 CONCEPT PLAN
- C3 WETLAND IMPACT & NATURAL AREA EXHIBIT
- C4 STORMWATER PLAN
- C5 UTILITY PLAN
- C6 CONSTRUCTION DETAILS
- C7 PHASING PLAN
- C8 FLOOD PLAN EXHIBIT
- D FENCING EXHIBIT
- E SIGNAL EXHIBIT
- F SIGNAGE EXHIBIT



VICINITY MAP
SCALE: 1" = 1,100'



ZONING MAP
SCALE: 1" = 100'



SOILS MAP



FLOOD ZONE MAP

THE SITE LIES WITHIN THE FOLLOWING VOLUSA COUNTY SOIL CLASSIFICATIONS:
22-ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES; 23-FANTION FINE SAND;
24-FLUVAUDENTS; 45-PINEDA FINE SAND; 49-POINONA FINE SAND;
51-POINONA FINE SAND, DEPRESSONAL

SCALE: 1" = 500'
THE PROPERTY LIES IN:
FL000 ZONE A, AE & X PER FEMA MAP 12127C0194.

EXHIBIT C

SHEET: C1 of 8

TATTERSALL PLANNED DEVELOPMENT COVER SHEET

CITY OF ORMOND BEACH

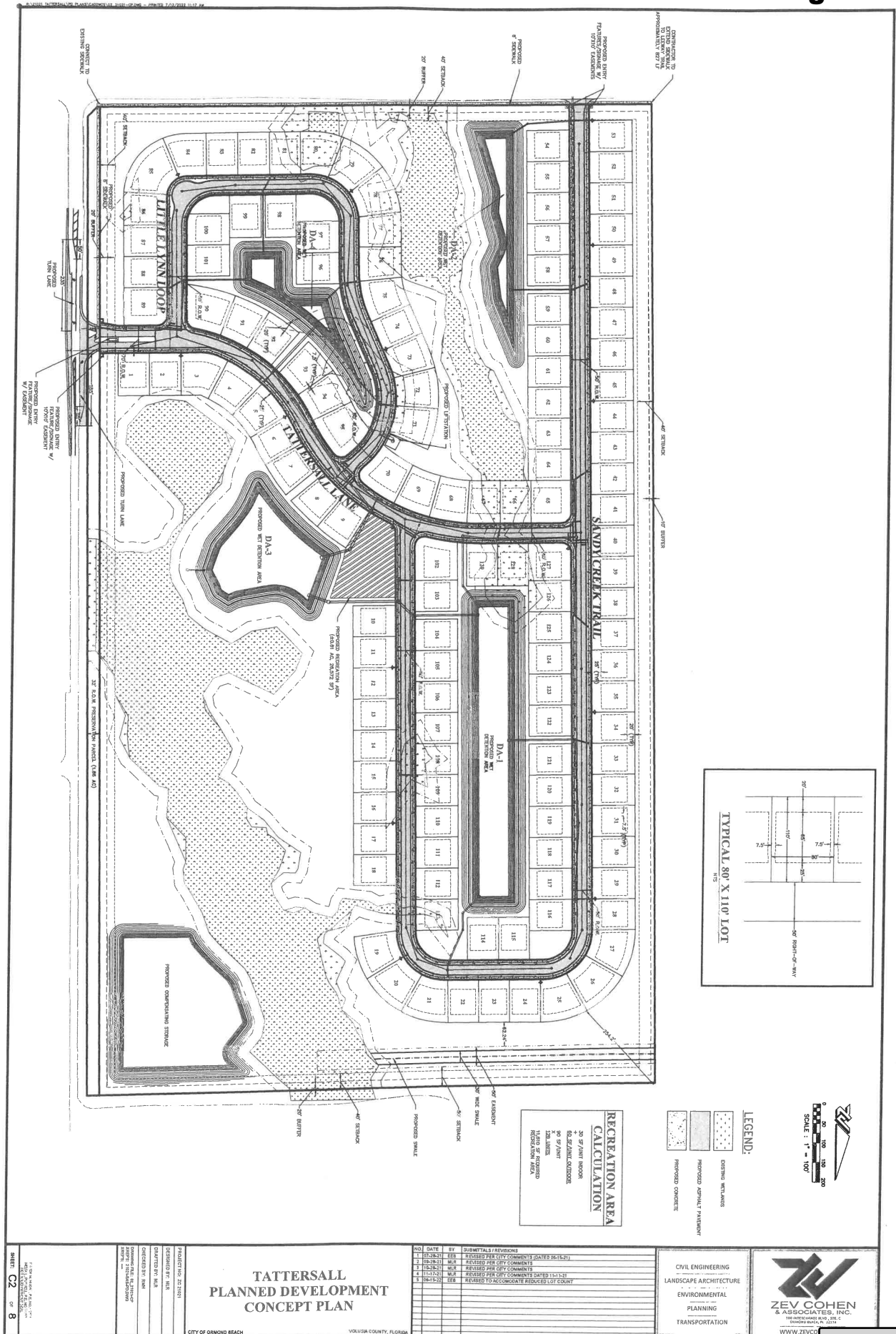
VOLUSIA COUNTY, FLORIDA

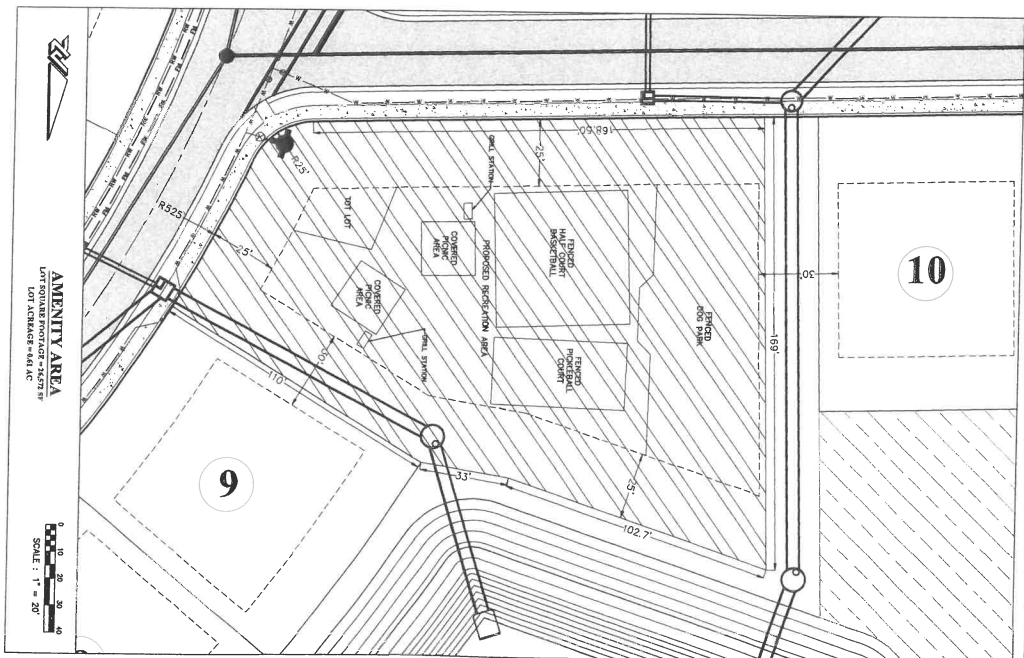
NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-28-21	EEB	REVISED PER CITY COMMENTS (DATED 06-15-21)
2	09-28-21	MLR	REVISED PER CITY COMMENTS
3	10-28-21	MLR	REVISED PER CITY COMMENTS
4	11-17-21	MLR	REVISED PER CITY COMMENTS DATED 11-11-21
5	06-15-22	EEB	REVISED TO ACCOMMODATE REDUCED LOT COVER
8	08-11-22	MLR	REVISED PER CITY COMMENTS DATED 07-31-22

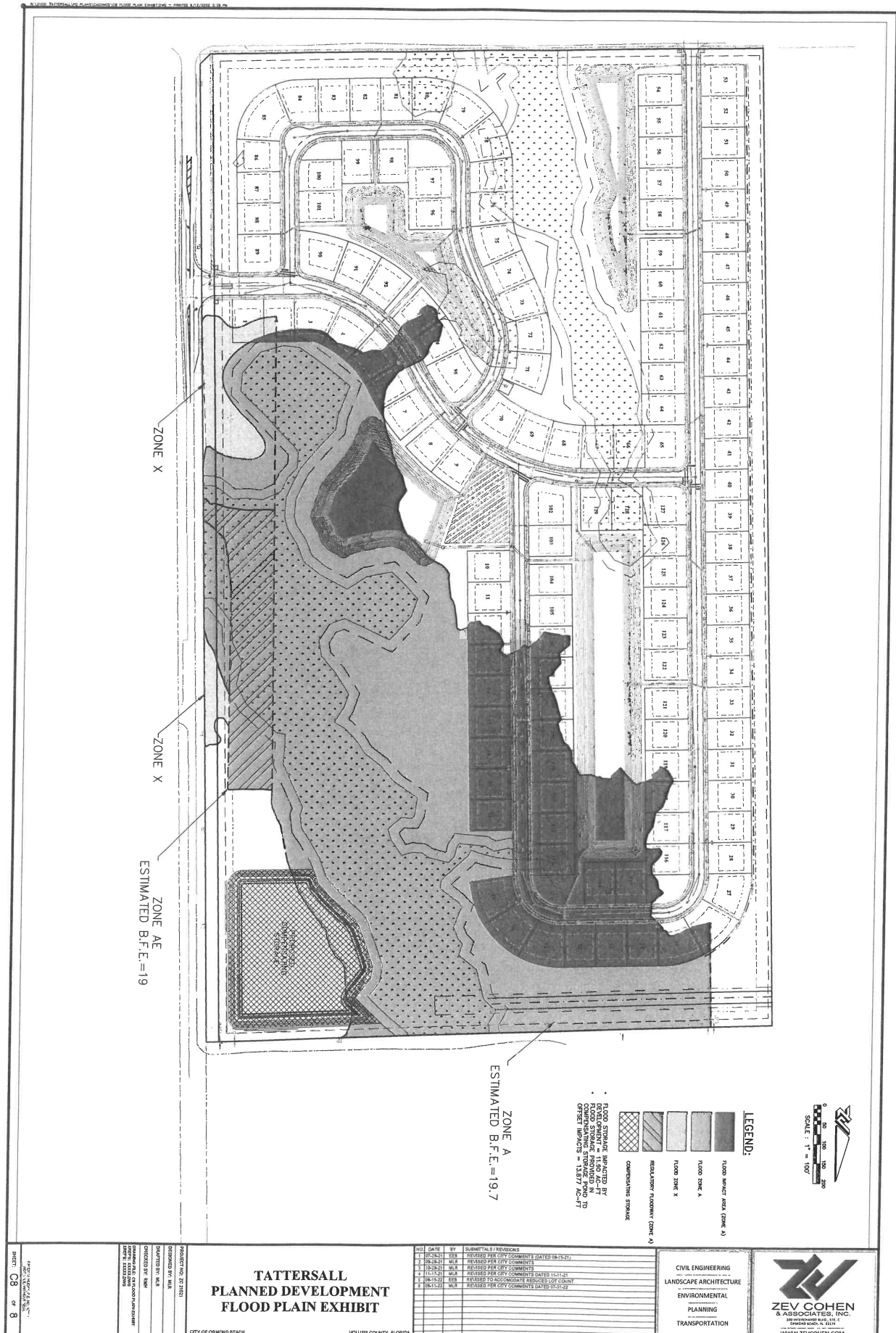
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION



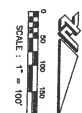
**ZEV COHEN
& ASSOCIATES, INC.**
300 INTERNATIONAL BLVD., STE. C
CHANDLER, BLANCA, N. 31134
WWW.ZEVCOHEN.COM









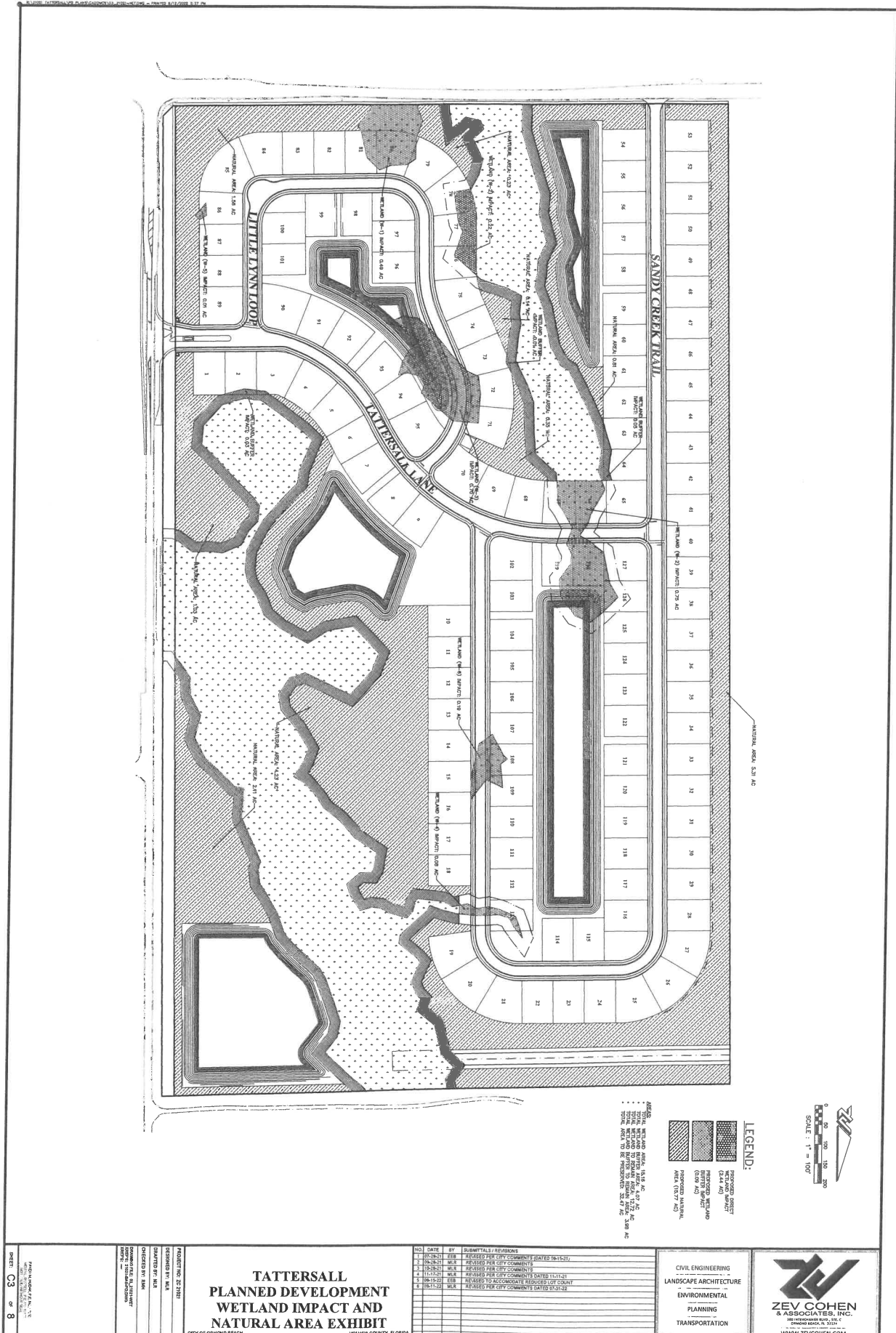


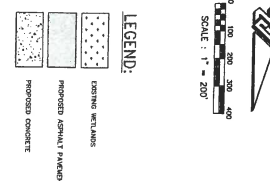
	PROPOSED SANITARY MAN AND WOMAN
	PROPOSED WATERMAN
	PROPOSED RECLAIMED WATERMAN
	PROPOSED FIREMAN
	PROPOSED PURE HYDRANT ASSEMBLY

VOLUSIA COUNTY, FLORIDA

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION



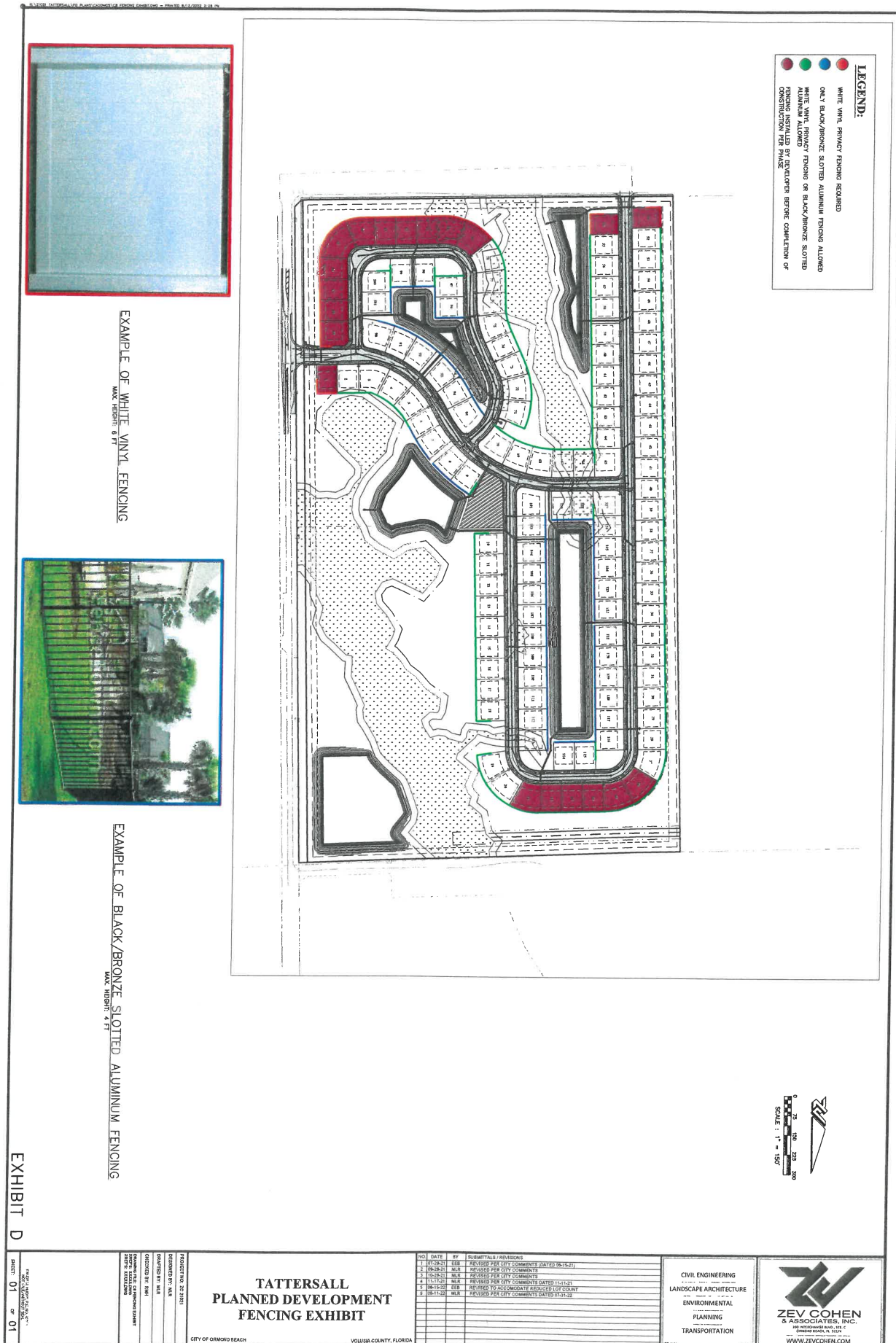


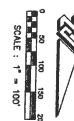


VOLUSIA COUNTY, FLORIDA

[illegible]

**ZEV COHEN
& ASSOCIATES, INC.**
300 INTERCHANGE BLVD., STE. C
DUNEDIN, FLA. 33514
407/299-1111 • FAX 407/299-1112 • E-MAIL: ZEV@ZEVCO.COM
MARIAH TELUSCOM





**TATTERSALL
PLANNED DEVELOPMENT
PHASING PLAN**

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION



ELEVATIONS



PAYTAS HOMES



PAYTAS HOMES



PAYTAS HOMES



PAYTAS HOMIES



Elevation is an artist's concept only and may vary. All elevations are subject to conform to community covenants and restrictions.
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PAYTAS HOMES



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PAYTAS HOMES

SIGN ELEVATION #2

SIGN ELEVATION #1

SIGN ELEVATION #1



EXHIBIT F

**TATTERSALL
PLANNED DEVELOPMENT
SIGNAGE EXHIBIT**

CITY OF ORMOND BEACH

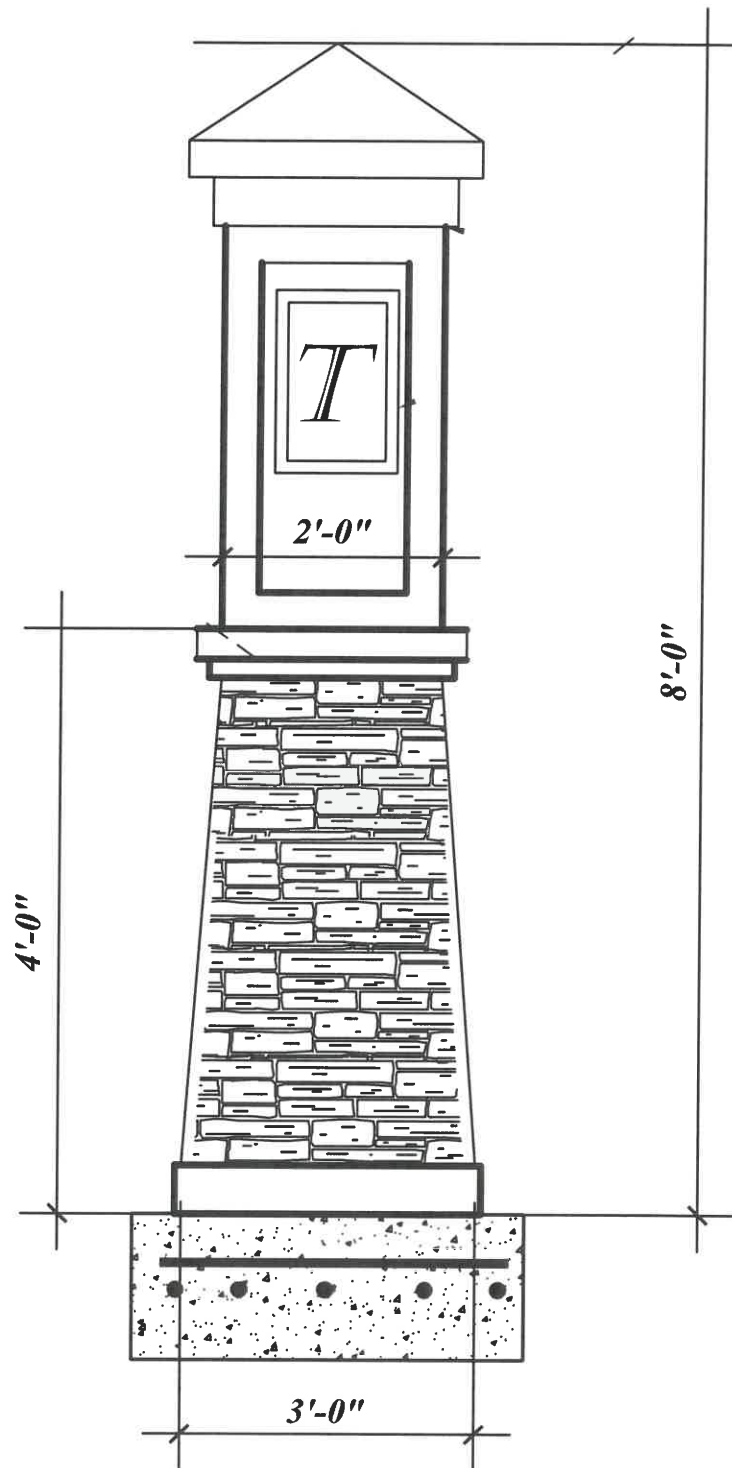
VOLUSIA COUNTY, FLORIDA

NO.	DATE	BY	SUBMITTALS (REVISIONS)
1	07-26-21	EB	REVISED PER CITY COMMENTS DATED 06-15-21
2	08-28-21	MLR	REVISED PER CITY COMMENTS
3	10-13-21	MLR	REVISED PER CITY COMMENTS
4	11-17-21	MLR	REVISED PER CITY COMMENTS DATED 11-15-21
5	06-16-22	EB	REVISED TO RECOMMEND REVISED LOT CLUMP
6	08-11-22	MLR	REVISED PER CITY COMMENTS DATED 07-31-22

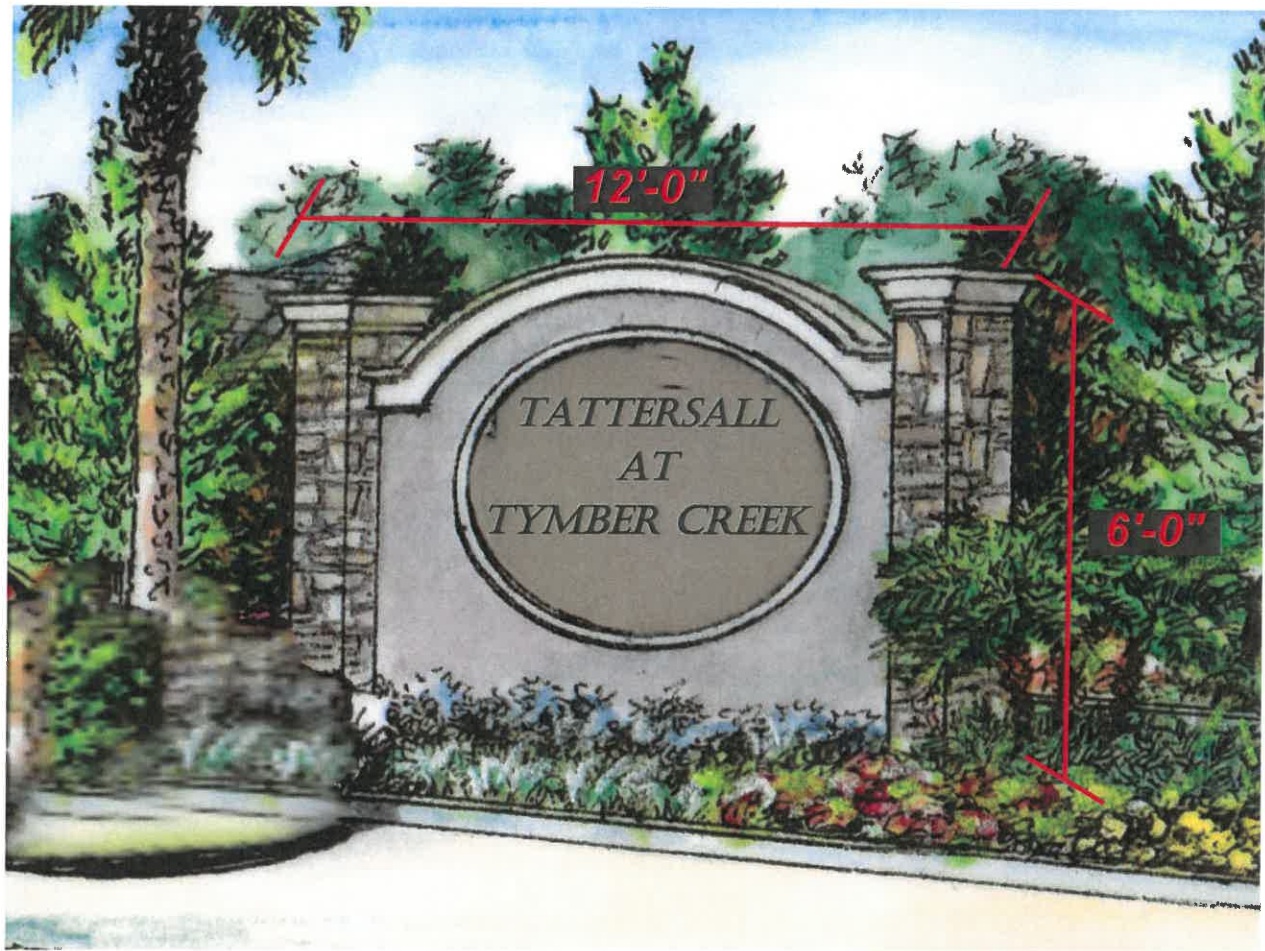
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION



PROJECT NO. 22-0001
DESIGNED BY: N/A
CHECKED BY: N/A
DATE: 08/11/22
DRAWN BY: N/A
DATE: 08/11/22
SCALE: AS SHOWN

SIGN ELEVATION #1

SIGN ELEVATION #2



DRAFT Planning Board Minutes

September 8, 2022

Tattersall at Tymber Creek

VII. PUBLIC HEARINGS

A. **PRD 2022-082: Tattersall at Tymber Creek – Issuance of a Development Order**

Mr. Steven Spraker, Planning Director, explained the request for PRD 2022-082, a Planned Residential Development (PRD) amendment for the issuance of a development order for the Tattersall at Tymber Creek, submitted by Mr. Trey Paytas, Manager, Paylin Tymber 1 and 2, LLC, with the authorization of the property owner Tymber Sky, LLC & Enclave of Timber Creek, LLC. He continued that the PRD order seeks to allow 129 single-family lots on 84.14± acres and associated subdivision improvements. The Tattersall at Tymber Creek subdivision is located at the northwest intersection of Tymber Creek Road and Airport Road on 304 North Tymber Creek Road, 370 North Tymber Creek Road and 2099 Airport Road. Mr. Spraker explained that the subject property is along Airport Road and North Tymber Creek Road and is already zoned Planned Residential Development (PRD) but does not have a development order which is the purpose of the current application.

Mr. Spraker explained the subdivision application process for this parcel and all properties with “Suburban Low Density Residential” (SLDR) land use; zoning document (PRD), construction document (preliminary plat), and the subdivision of land (final plat):

PRD, zoning document:

Step 1: Submittal to the City’s Site Plan Review Committee (SPRC).

Step 2: Neighborhood meeting (August 23, 2022).

Step 3: Planning Board (advisory board) review of PRD application, take testimony, make recommendation to the City Commission.

Step 4: City Commission (final action) – tentatively scheduled for 10/18/22 and 11/1/22.

Mr. Spraker noted that the PRD zoning document is a contract between the city and the developer after input that shows lots, landscape buffers, open areas, recreation areas and architectural standards. A holding capacity analysis is required that reviews floodplain, wetlands, soils, utilities and comes up with the density for the property. He added that the project is reviewed based on criteria in the Land Development Code (LDC) and does not require detailed engineering. The engineering is part of the second process, which if approved through a PBD, is a preliminary plat. The preliminary plat is a construction document that is reviewed by the SPRC and then comes back to the Planning Board for a recommendation and then on to the City Commission.

Preliminary Plat, construction document:

Step 1: Submittal of the subdivision construction plans to the SPRC.

Step 2: Planning Board (advisory board) review of preliminary plat.

Step 3: City Commission (final action).

Final Plat, subdivision of land:

Step 1: Subdivision construction.

Step 2: Submit final plat for SPRC.

Step 3: City Commission (final action).

Mr. Spraker stated that the property has 67.54 acres with a land use of “Suburban Low Density Residential” (SLDR) and the land use requires the PRD process if desiring a subdivision more than 1 unit per acre. As part of the Comprehensive Plan, the land use seeks to reduce the density from the urban core and seeks a density between 1.6 and 2.5 units per acre. He continued to the west of the subject property is a city parcel which has a water tower on it, Leeway Trail, and the Deer Creek phase of Hunter’s Ridge. To the north is the Durrance Acres subdivision and large lot residential development. Mr. Spraker noted that there have been four (4) previous applications since 2006. In 2006, 80’ wide lots were approved at a gross density of 1.47 units per acre on 46 acres of the property. Additional land was later added to the subdivision to bring it up to 84 acres. In 2013 and 2018 there were proposals for less than 80’ wide lots which were denied. He added that earlier this year there was an application for 80’ wide lots with a gross density of 1.7 that was denied. Concerns that were expressed from the 2022 application were stormwater, flooding, traffic and the environmental impact.

Mr. Spraker displayed the previous application aerial exhibit overhead showing the proposed 143 lots at that time and the differences from that proposal to the current with the number of lots proposed now at 129. In addition, the stormwater and flooding concerns have been addressed with a 50’ swale that is proposed from Leeway Trail through the city property, through the development property that would connect with Groover Branch. This plan allows the water coming from Durrance Acres and from the north to have an outfall into Groover Branch. Mr. Spraker added that there are less lots in the floodplain with the current application. Other changes are that a stormwater management plan was submitted to the Site Plan Review Committee (SPRC), the sign waiver was eliminated, the natural area was increased to 32.47 acres (38.5 percent of the site), and the recreation area was increased.

Explaining the project characteristics, Mr. Spraker stated that the total project size is 84.14 acres, equaling a gross density of 1.53 units per acre. He explained that the density of just the SLDR land area is 1.91 units per acre and the holding capacity analysis is 2.95 units per

acre. The offsite improvements consist of the drainage swale connecting Leeway Trail to Groover Branch (phase 1), the sidewalk connection to Leeway Trail and the 32' right-of-way (ROW) preservation area along North Tymber Creek Road for Volusia County. Mr. Spraker continued with the natural areas, explaining that there is a minimum 40' natural buffer around the project. All landscape buffers are exceeded on all sides of the property and the natural preservation outside of the wetlands is required to be 12.69 acres and they are proposing to provide 15.77 acres. Mr. Spraker added that the recreation area is proposed now at 26,672 square feet, double what is required. The project access remains off of Airport Road (city road) and North Tymber Creek Road (county road). The project has 15.16 acres of wetlands; 2.44 acres of direct impact proposed, leaving 12.72 acres remaining; and 3.98 wetland upland buffers. Mr. Spraker elaborated on the lot sizes and how they have not changed at 80' by 110' as a minimum. He continued that the floodplain impact has also been reduced. He stated that projects within the city are allowed to impact floodplain and if they fill the floodplain, they are required to provide compensating storage, the reason for the stormwater pond, to provide the volume that otherwise would be lost in the floodplain.

Mr. Spraker displayed the proposed signage elevations that comply with the LDC. He then reviewed the project attributes including traffic, schools, stormwater, and floodplain. Traffic has been the key concern with the project. A traffic study was done and still valid showing that they meet the level of service standards and are required to do a proportionate fair share for their transportation impacts. Additional attributes explained were a memorandum provided based on the reduction of lots, and a "Finding of Adequate Capacity Letter" explaining how the reduction of lots would equate to a reduction of school impact. Mr. Spraker explained that if the project proceeds to a preliminary plat, they would have additional school concurrency as they go to construction.

Regarding the stormwater, Mr. Spraker explained that there were concerns that were expressed during the prior application which was the genesis of the bypass swale. He noted that both the City of Ormond Beach and St. Johns River Water Management District (SJRWMD) standards would apply and would review the pre-development and post-development impacts rates and volumes. Mr. Spraker explained that the proposed project must accept stormwater that comes off-site and cannot block the flow. The property discharges to an outstanding Florida waterway which requires additional stormwater treatment volume in the ponds, as well as additional phosphorus and nitrogen removal. The post development discharge will be equal to or less after development than the pre-development condition. When the project is done they cannot discharge faster than they discharge today and cannot increase the rate of the discharge through the outfall. Mr. Spraker continued that no variances are being sought for stormwater and all state and local standards would be met and the final design would occur with the preliminary plat. Regarding the floodplain, Mr. Spraker explained that they are allowed to fill in the floodplain as long as they provide compensating storage.

Mr. Spraker delivered information on communications regarding the proposed project that were e-mailed to the board, included in their packets and placed on the dais in preparation for today's meeting.

Mr. Spraker concluded that staff recommends that the Planning Board approve a Planned Residential Development (PRD) amendment seeking to allow 129 single-family lots on

84.14± acres and association subdivision improvements, located at 304 North Tymber Creek Road, 370 North Tymber Creek Road and 2099 Airport Road. Tentative City Commission dates are October 18, 2022 (1st reading) and November 1, 2022 (2nd reading).

Mr. Jim Paytas, Applicant, Manager, Paylin Tymber 1 and 2, LLC., introduced himself and explained their interest in meeting everything objected to in the prior applications. He expressed his pride in the homes he has developed over the past 30 years in Port Orange and New Smyrna, and is eager to develop in Ormond Beach. Following the last application, two to three neighborhood meetings were held where concerns were heard and sought to be addressed. He stated that stormwater was the big concern. Mr. Paytas added that they are now down to 129 homes from the previous planned 143 homes.

Mr. Mark Watts, Cobb Cole Attorneys at Law, 231 Woodland Boulevard, DeLand, stated that they have since reacted to the comments from the prior application and reworked the proposal. Other groups collaborating on the project are Lassiter Transportation Group and Zev Cohen & Associates. Mr. Watts explained that in the Comprehensive Plan the subject area was planned for more intensive development and displayed a general overall project overview regarding updated proposal overhead reviewing the following key components:

- Reduction in lots from 143 to 129. Currently at 109 development units below the carrying capacity in the Comprehensive Plan.
- Culvert proposed under Leeway Trail to pick the water up that is otherwise flowing across and putting into swale across city property, increase in separation between the property line and lots to accommodate the flow of water in the swale and discharge into Groover Branch. It will no longer flow across the road as in existing condition.
- Added additional language to the draft development order pointing out the state law and city code requirement emphasizing the importance of maintaining water quality and the pre imposed stormwater flows through and off the property, ensuring not to create problems for those downstream from the site.
- Addressed school and road capacity concerns. Received letter from the school board confirming that they have capacity. Plans in place to continue checking back with the school board through the phasing plan. If any conditions change, plans to work with them on a mitigation agreement. Collaborated with the county and increased pedestrian access from the neighborhood to the school site with Pathways and the county to ensure they have sufficient right-of-way (ROW) to expand Tymber Creek Road in the future with the dedication and reservation of an additional 32' of ROW along the entire eastern boundary of the site.
- The project has been moved back away from Groover Branch and shifted to the west.

Mr. Watts explained the difference between the prior past plans and the current application. He continued with an overview of the phasing plan, noting that while seeking approval for 129 lots, they are not developed at once. They will be developed a phase at a time, each time going through the preliminary plat process, there is a requirement to check again with the school district regarding capacity. Mr. Watts stated that the approval will fix the density associated with the property, explaining it is now zoned PRD with an expired development order which has to be resolved.

Mr. Scudiero asked Mr. Watts if additional homes could be put in the plan later and where. Mr. Watts explained theoretical maximums in the Comprehensive Plan and stated that when planning for infrastructure and for where growth will occur in the city, densities are laid out from the holding capacity, looking at soils, the maximum density that theoretically can be built on the property is 248 units. The land use restriction caps it at 234, therefore in theory it is accomplished by reducing the lot size as in prior applications. Mr. Watts stated that Paytas Homes addressed those concerns changing the maximums and sticking with 80' lots. Mr. Scudiero referenced clear-cutting and inquired about the trees in the development. Mr. Watts replied that the code is being followed and the buffers are exceeding the standards. The preservation area exceeds the standards.

Mr. Paytas explained that in another development they were forced to clear-cut for the drainage plan in case the builder did not follow through and build it. He stated that there is language in the PUD that shows where the drainage can be maintained. If left all area natural, it would have to be on the uplands. Any areas cut down have to be filled for drainage. Some areas will be left natural but some areas have to be cleared per the new drainage plans regulations and restrictions to create the drainage.

Chairman Briley expressed the concerns of citizens with clear-cutting with any chance that the phases of construction are not completed. Mr. Watts explained the phasing plan and how with the preliminary plat for that phase they have the ability to clear and do the work for the engineered portion of the site. The scope of the clearing and of the work is limited to the areas in each specific phase at a time.

Mr. Scudiero asked if there was still going to be an exit on Airport Road. Mr. Watts confirmed that there is an exit planned on Airport Road with the county.

Ms. Tolland stated that she did a comparison to the neighboring development, Deer Creek, and had questions about the wetlands and floodplain and asked for clarification of the actual definitions of floodplain, wetlands, and impact. Mr. Watts displayed the phasing plan and pointed out where those areas are in the development. The wetland impacts were reduced in the most recent plan. He added that there are 2.4 acres of impacts, where a portion of it will be filled in and has to be permitted and mitigated. Mr. Watts continued that the floodplain is the base elevation where the water would go to in a severe flooding event. For every cubic foot of fill that goes into a floodplain area, a cubic foot of area below that flood elevation is required to be provided as compensating storage.

Ms. Tolland inquired about Flood Zone X. Mr. Dwight Durant, Zev Cohen & Associates, answered Flood Zone X is a designation that it will have a minimal risk of flood. A 50-year storm of rainfall is taken into consideration. Flood Zone A is an identifying factor that it will flood within a 100-year storm. Flood Zone AE is an identifier that it has an established base flood elevation. The amount and volume of the water is calculated to ensure that it is hydraulically connected to a closer source. He added that the compensating storage area provides 20 percent greater than what is required for a safety factor.

Ms. Tolland asked about the 50' swale that was created and goes under Leeway Trail and if it was also done at Deer Creek. She inquired if it is helping water from other properties that may come on to the subject property and if it will be dumped into Groover Branch. Mr. Durant replied that it is an offsite issue but a good question and addressed with a reply that in that incident it is assumed that it is a wetland in Deer Creek that nothing was done with as

far as development and it floods. The water from it also goes to the city property. Mr. Durant explained that they built a hydraulic connection for a drainage improvement which assists Deer Creek, the city, and anyone traveling on Leeway Trail.

Mr. Jorczak referenced the neighborhood meeting and asked about one of the inquiries there regarding the ponding on the City of Ormond Beach water tower property. Mr. Durant explained that the ponding that occurs is usually in a wetland area which cannot be drained, therefore the swale is put in and when the wetlands fill up the water goes into a swale. He further explained that the city does not have an outfall. Whatever the city decides to do with their property, the development will be benefited by the swale. Mr. Durant stated that everything on the west side of Groover Branch is completely independent of everything on the east side with the exception of when Groover Branch fills up it will flood both banks which are hydraulically connected. It was discussed and explained that the city maintains the swale.

Ms. Shull inquired about the details of the swale. Mr. Durant replied that it will be a natural swale that will be grassed, maintained and mowed with a pipe underneath of the roadway to get both sides of the roadway drained by gravity.

Mr. Watts addressed a concern expressed at the prior Planning Board meeting on the subject property regarding headlights shining across from the exit onto the property. He explained that a porkchop was included in the design to aim lights at an angle so it will not be shining across the street. Mr. Watts mentioned that the assumption of the property based on what is adjacent to Airport Road and Tymber Creek Road is a perception that it is all wetlands so he displayed several pictures taken by Zev Cohen & Associates from throughout the property overhead to show which area were wetlands versus uplands. He explained that magnolia and holly trees will not grow in wetland areas and other species of plants do grow in the wetland areas.

Chairman Briley announced the public hearing and directed anyone wishing to speak to fill out a card in the back of the room.

Audience Comments

Mr. Charlie Taher, 47 Caladium Drive, Southern Pines subdivision, mentioned that building the development and a lot of houses next to his family will impact their lives. He added that there are morning traffic jams and feels it will add more crime, allowing more people to come to the area. Mr. Taher stated that they were the second house in their subdivision and has noticed a lot of development over the last 22 years.

Ms. Debra Weinberg, 2341 Lipizzan Trail, Durrance Acres, asked the developer what plantings can be put inside some of the wetlands area and suggested cypress trees to assist with buffering. She mentioned that there is flooding on the corner of Airport Road and Leeway Trail due to where the storm drains are located. Ms. Weinberg expressed concern with the animals that will be impacted by the development and that are being shifted towards her property. She added that she is happier with the developer doing a better job and with the lower number of homes at 129, although wishing it were less. Ms. Weinberg stated that she wished the city was more thoughtful instead of giving approvals randomly. The residents do not want overbuilding as it impacts traffic. She asked where the construction trucks will go and asked how it will impact her day-to-day.

Mr. David Juhl, 2040 Toni Street, stated that his main concern being water runoff. The plans call for retention ponds emptying into Groover Branch. He feels the 84 acres is being ran through a funnel. He referenced a comment Mr. Paytas mentioned at one of the neighborhood meetings that Groover Branch is not his responsibility. Mr. Juhl expressed that the feeling he got from it is that it is not their responsibility to clean it out and make sure that it will accept all of the water that they are going to put into it. Mr. Juhl added that dumping stormwater into an inadequate drain does not show any degree of forethought to him and stated that the ponds may protect the new homes and asked if they will protect the existing neighbors. He referenced the wetlands draining onto Airport Road and flood it now during days of heavy rain, remain unchanged with this project. Mr. Juhl added that they will be building on top of the aquifer that feeds wells and the treatment of the new lawns with chemicals. He noted another issue is with Volusia County having no current plans to address any traffic. He referenced the flooding issues on the property behind the Salzburg Animal Hospital. Mr. Juhl stated that the subject property has not changed and has a few less homes with the same streets and wetlands and problems. He added that Mayor Bill Partington described it as "tortured land".

Mr. Juhl inquired about the elevations of the property and how high the ground will be brought up. He asked how many truckloads of dirt will be brought in. He continued that on Hand Avenue and Williamson Boulevard a project is being built in Daytona Beach where the property was raised up 5'. Mr. Juhl noted that his property is directly across from the wetlands on Airport Road 22" below the road. He remarked on the water being sent out Groover Branch and how it will displease the people that are on the side streets off of Tymber Creek Road as well as projects that will receive the water on their property.

Ms. Kelly McBurney, 289 S. Janice Lane, stated that she resides in unincorporated Volusia County and commented on the water drainage. She expressed concern with the swale being put in along Leeway Trail which will move the water on Durrance Acres and elsewhere and put in the swale into Groover Creek. She added that rainstorms flood Airport Road and Tymber Creek in multiple places. Ms. McBurney explained the feeling that her and surrounding neighbors get in that because they are in the county that they do not matter. She continued that the area needs to remain a natural percolation area where they live on wells. She commented on the supposed contaminated water that the stormwater retention ponds will eliminate from the lawns and roads and has a hard time believing that none of the contaminants will get into the aquifer. Ms. McBurney noted that they like their well water and lower population and expressed dissatisfaction with the current school traffic from the two schools. She added that some people park on the school property grass and that the residents pay for the grass every year. Ms. McBurney concluded that adding 129 more homes and families onto the traffic will create a nightmare.

Mr. Ron Hooper, Ormond Beach, asked for clarification that was relayed at the neighborhood meeting from Mr. Paytas that the natural buffer around the development would be 60' wide from the sidewalk back. He asked for additional information about the trees and if they were going to be disturbed.

Ms. Laura Olson, 232 N. Tymber Creek Road, commented that her and her neighbors will be forced to deal with the flooding and traffic ramifications of the development. She questioned the initial traffic as it was done during the pandemic in September 9, 2021 when

many of the children were still attending school virtually and not in the classroom, therefore feels it does not represent traffic as it is today. According to Ms. Olson, 8 homes are directly on Tymber Creek Road including hers and they do not want a subdivision entrance for 129 houses and approximately 250 vehicles across from their driveway. She continued that the neighbor on the north end of the property is in favor of the development and suggested putting the entrance there, commenting that “no place is a good place”. Ms. Olson questioned why it is okay to ask long-term residents to be severely impacted for a new development.

Mr. Matt Weinberg, 2341 Lipizzan Trail, Durrance Acres, stated that he was making a turn during school hours and did not make it off of the traffic light as it was stopped dead with parents picking their kids up from school in the middle of the street stopping traffic. He suggested stopping parents from picking their kids up as one option. Mr. Weinberg noted that having the entrance to the development on Airport Road will stop traffic more. He continued that the development is in the floodplain and asked if the homeowners will need flood insurance at the higher rate. He added that he is out of the floodplain because the development to the left put enough property in green space and development to suck out the water. Mr. Weinberg continued that the corner of Airport Road floods with there being only one drain there. He asked how far the culvert is going to go underneath the swale on Leeway Trail. He stated that where the swale goes across to the City’s property and stops at Leeway Trail there is free running water that goes from the corner house all the way straight to the county line behind his house. Mr. Weinberg expressed concern with the animals in their area assuming that migrating them away will not be very “Ormond friendly”. He added that a ton of traffic will be added from this development and the development going in at the old movie theater. Mr. Weinberg commented that there is a lot of traffic on one and two lane roads and is only going to get worst therefore adjustments need to be made for it now.

Mr. Eric Yarnell, 408 N. Tymber Creek Road, stated that his property is going to be on the swale and is concerned when the swale fills up and asked where it will go. He noted that the creek floods and his driveway goes from Airport Road down to where the swale will be and is concerned if it will be deep enough to hold the water or if the water will wash over onto his driveway.

Mr. Watts addressed the wetland inquiry and replied that a majority of those areas are left natural as a natural aquifer recharge area. The wetland areas and their character and integrity have to be maintained as part of the development.

Mr. Watts addressed the swale inquiries and replied that they are trying to address the issue on Leeway Trail and will have to go through the city standard review for stormwater as well as the St. Johns River Water Management District. The design and maintenance requirements will be based on those regulations and they have to comply with them.

Mr. Durant added that the stormwater will be managed through “stormwater management.” He explained that the runoff is based upon the topography of the land and what is on the land and when paving takes place it does create more runoff which makes the ponds flood. The ponds are made to handle a 50-year storm and a 100-year storm during the different designs. Everything less than that are ponds that are over designed. Regarding the water relocation concerns. Mr. Durant suggested imagining that the area is saturated and if a hurricane came this way, every drop of rain that would hit would immediately run off and impact the people downstream. Preparing for the water, the plan is to get rid of the water by managing it in a

place where the existing water is not in the way, creating storage for the upcoming storms. Mr. Durant touched on another example of a low front yard with water in it and the concern that more rain would flood it and come in the house. The purpose is to get it out of there before it rains when the downstream system can handle it.

Mr. Jorczak inquired to the extent that federal agencies and St. Johns River Water Management regulates stormwater. Mr. Durant added that the federal agencies control the environmental side and St. Johns looks at that and stormwater management. The three (3) components on what is done by Zev Cohen & Associates with their stormwater management are that (1) they cannot put any more water at any higher rate in any directions that occurs over and above what occurs currently which goes into the design of the ponds; (2) the ponds are designed to treat the oils, runoff and fertilizer before it is discharged off the site, therefore the Total Maximum Daily Loads (TMDLs) cannot be increased which creates additional requirements; and (3) the floodplain compensating storage.

Ms. Shull inquired about the contaminated water that one of the residents expressed concern with. Mr. Durant answered that there is research provided by the regulations through the water management district of what has to be done to remove phosphorus, nitrogen, heavy metals and oils. He added that artificial systems such as filter boxes to clean things out may be implemented. The grasses, plants and sands in the pond filter oil and anything that goes through the water table in the pond through the wet retention system. Mr. Durant continued that they are required to do a dry pre-treatment system where the boxes treat the water before it goes into the pond or there will be dry ponds that are retention and do not discharge, they simply fill up and soak back into the ground getting filtered through the sands. It was determined that these details are not on the plan yet but have to be implemented and regulated. In the future it will be set up where the Homeowners' Association maintains it and hires an engineer to certify that they are still functioning. Ms. Shull asked if this is required on all new developments. Mr. Durant referenced the Outstanding Florida Waters (OFWs) designated the Tomoka River. The Environmental Protection Agency (EPA) never designated the waterways therefore it was getting implemented and then 5 to 10 years ago they named the waterways and systematically have gone from the OFWs (Tomoka River and Spruce Creek) to adding St. Johns River, Halifax River and they are now changing the rules to where it applies to everybody.

Mr. Jorczak asked if any study has been done on the impact of what is done with the water in the phasing to where they can go on with other phases of the development. Mr. Durant replied that there is no study but the checking of the system occurs with the biannual inspections. He continued that if something breaks then there is an erosion issue and it has to be fixed when that occurs. Mr. Durant commented that there are responsible entities and there has to be funds in place to maintain the system or the permit is revoked.

Mr. Jorczak inquired about the design studies and asked about the infrastructure. Mr. Durant replied that they try to design them so that there are no mechanical requirements. It is natural treatment and all gravity with no electricity. The treatment occurs without man having to do it during a stormwater event. In the phasing, all of the infrastructure including water, sewer and roads all have to be in place prior to the phase being approved. Mr. Durant added that the stormwater ponds will be oversized for the first phase as they build all of the pond, not part of it.

Ms. Tolland asked Mr. Durant to address the concern with the flooding on Tymber Creek Road and Airport Road in relation to the stormwater plan. Mr. Durant agreed that Airport Road does flood. The wetland there does not have an outfall and it builds up. Now, instead of the water going over Airport Road it will now work its way south and east to Groover Branch. The plan will be to control the stormwater instead of letting it flood. The water will be diverted and ready for the next storm.

Mr. Watts touched on the buffer inquiry, replying that 40' is the minimum required and they are maintaining 60' as a minimum with the proposed plan. Mr. Watts referenced the animal inquiry and stated that the county planned the cities, in a coordinated effort, to be the areas that they concentrate their density, intensity and residential development to preserve the center part of the county. The central parts of the county are the areas where wildlife corridors and habitat preservation was intentionally planned. Mr. Watts explained that 30 to 32 percent of the land area in the county is in conservation. The critical habitat will be maintained as part of the county-wide plan. Referencing Mr. Juhl's inquiries, Mr. Watts stated that his property is 22" below the road. The management of stormwater was not in place prior when his area was developed. Mr. Watts explained stormwater management further and added that they are not allowed to increase the rate or volume of the discharge offsite as a result of the development. Everything has to be maintained offsite including the current levels of discharge. The flows and volumes of water are not allowed to be increased going downstream.

Ms. Shull inquired that she read that the development should not detrimentally affect Mr. Juhl and asked if the flooding issue will make it worse. Mr. Durant replied that plan design is to ensure that the water does not go over Airport Road. When the downstream cannot handle what is happening now it will overflow Airport Road. The plan is to remove whatever contribution is coming from this site and from Durrance Acres. Mr. Watts confirmed that when the preliminary plat comes back it will show how it is being addressed.

Ms. Shull commented that she noticed that the date on the traffic report was dated the 10th edition and the cover letter shows the 11th edition and asked for clarification on the numbers.

Mr. Sans Lassiter, LTG, 1450 W. Granada Boulevard, stated that if a project lasts long enough in between the time it is started and stopped, there would be a revision to the ITE generation manual being that there are new traffic generators. The update rates change as well. Mr. Lassiter commented that they expect to research and find out what the impact of COVID-work from home is doing to the numbers in two to three years. Mr. Lassiter added that looking at Volusia County, factors from prior to COVID were used and related those with what happened during COVID and any difference or change where it was seen that it was dropping, it was raised back up to the growth rate. All counts during the period had to be adjusted. There was a 10 percent drop in traffic immediately between 2019 and 2020 and it was gained back in late 2020 and early 2021 and is now growing back to where it was prior in some areas. In areas of high levels of employment there are lower trips on the road assuming that it has to do with remote-work. Mr. Lassiter continued that they do not reflect the reduced traffic of remote-work.

Ms. Shull asked if the location is taken into account of the property being that has two schools next to it and asked for a timeline of the Tymber Creek Road expansion. Mr. Lassiter replied that he is familiar with the area they did and had to study it. He has done traffic studies there

since the 1980s and notices the change. He explained that the entrance on Tymber Creek has been set back far enough north to stay out of the queue of the southbound left-turn traffic. The second entrance on Airport Road was due to the schools. Mr. Lassiter noted that the residents of the development may avoid Airport Road in the mornings and route down Tymber Creek Road. It was clarified that the roadway will be angled so that the lights do not shine directly across the street. Mr. Watts corrected his earlier statement and clarified that there is a porkchop there that angles the car that is waiting at the stop bar and it angles it away so that it does not shine straight across. Cars can still turn left there, it just creates an offset for where the stop bar is at the stop sign.

Mr. Watts continued that the counts and the way that the traffic analysis is done, it is not allowed to be done at a time when school is not in session. It has been consistently heard that there is a 15 to 30-minute period where the traffic is very congested. In talking to the county and working out the access strategy came the importance of extending the offsite sidewalk connection to encourage pedestrian connectivity. Mr. Watt's assured that they will have to provide the additional traffic review as they continue to go through with the phases being approved.

Mr. Jorczak commented that this is the third time this property has gone before the Board and thinks that it is the best proposal. He added that he hears complaints about traffic in which the city cannot solve. The ideal situation is that infrastructure is there ahead of time. He continued that the traffic will get worse before it gets better. Mr. Jorczak noted that city does well with what they can control. He stated that he would have liked to see a smaller number of homes but that planned development is reasonable according to the city's objectives. Mr. Jorczak added that he favors the lower density wherever the city can get it. He concluded that it is a local developer that will do things correctly and he is in favor of it.

Ms. Shull stated a section of Deer Creek is the same size as the Tattersall development and has approximately 180 homes with smaller lots to preserve more green space. There has been a resistance to smaller lots in Ormond Beach which is why the current application has 80' wide lots. Mr. Spraker stated that each subdivision is unique and that Deer Creek was part of the Hunter's Ridge Development of Regional Impact. Mr. Spraker stated that Deer Creek had wetlands on-site and sought to cluster homes in the upland portion of the property. Ms. Shull stated that the smaller lots allowed the preservation of the green space. Ms. Shull stated that there are pros and cons of both styles (lot width) of development.

Ms. Shull stated that she has concerns with the development of this corner property including flooding, animals, and traffic. She stated that the applicant has hit on a lot of items that were of concern such as flooding and the traffic is hard to deal with other jurisdictions also having authority. Ms. Shull stated that Florida is growing fast. Ms. Shull discussed the issues with the two elementary schools located so close together. Ms. Shull stated that the stormwater filter boxes were a positive. Ms. Shull asked if the houses in the flood zone were in zone AE? Mr. Watts stated once the subdivision improvements occur the lots in the flood zone would be removed from the flood zone with fill. Mr. Watts concluded that the property owners for these lots would not be required to hold flood zone insurance. Ms. Shull stated that she was unsure of how the animals would be accommodated. Ms. Shull concluded that she was torn with this application and stated that she would like to see less homes.

Ms. Tolland stated that in a perfect world no development would occur on this parcel for a while, but that is not reality. She stated that the applicant has been responsive to the citizens' concerns. Ms. Tolland stated she would like to review the project by topic:

1. Lot size: 80' by 110' is what was asked for.
2. Number of houses: went down to 129 – would like to see less but thought this is a reasonable number.
3. Density: comparable to surrounding projects in the middle or lower end of the density comparison.
4. Natural preservation: was increased to 38.5% of the entire property.
5. Recreation: also increased to 26,000 square feet.
6. Access: good to maintain access on both Airport Road and Tymber Creek Road.

Ms. Tolland asked how elevated would the property be with development. Ms. Tolland acknowledge that she had spoken with Mr. Spraker and Mr. Paytas regarding floodplain and wetlands. She stated that Mr. Durant did a good job detailing the compensating storage. Ms. Tolland stated the applicant has also done a good job addressing the stormwater which will be addressed in phases. Ms. Tolland stated that the project has 2.5 acres of wetland impacts. When compared to Deer Creek there were floodplain and wetland impacts that were greater than the Tattersall proposed impacts. Ms. Tolland stated at the end of the project if there is a stormwater/flooding issue that the city should review any issues as there is no desire to impact any neighbors. Ms. Tolland was supportive of the natural buffer around the project. Ms. Tolland concluded that this is not an ideal location for a project, but the developer has done a good job of being responsive and there are checks and balances in the city process.

Mr. Scudiero pondered why no new subdivisions are built like the Trails or Tomoka Oaks with an emphasis on protecting existing trees instead of mass clearing. He discussed the traffic and that every morning it gets worse. Mr. Scudiero stated that their job is to make projects better. This parcel is likely the last major subdivision in this part of the city. Mr. Scudiero stated that there have been changes made with this application that need to be acknowledged and respected. Mr. Scudiero stated he was in favor of the project because of the compromises made to make the project better.

Chairman Briley stated that this was the fourth development that he has seen. Chairman Briley stated that he had concerns with the development of this property including flooding. He stated that this is the best project for this property that has been presented to date. Chairman Briley discussed the issue of the two schools and wondered how these schools were placed in close proximity. Chairman Briley questioned the development team if any reduction in lots, particularly in the flood plain area, was possible.

Mr. Paytas stated that they were up against a wall at this point and there is not an ability to further reduce the number of lots. The project is providing additional compensating storage beyond what is required which provides a floodplain storage benefit.

Chairman Briley stated that the project has addressed a number of concerns that existed with past applications.

Ms. Tolland questioned if the external sidewalk was a multi-use trail? Mr. Watts answered that the sidewalks were six (6') in width and there was stormwater and right-of-way limitations if the sidewalk was expanded.

Mr. Scudiero motioned to approve PRD 2022-082: Tattersall at Tymber Creek – Issuance of a Development Order. Mr. Jorczak seconded it. Vote was called, and the motion was approved (4-1), with Ms. Shull voting against.

DRAFT

Correspondence received

August 29th to September 8th

Tattersall at Tymber Creek

From: [Bhaskar golla](#)
To: [Spraker, Steven](#)
Subject: Fw: Tattersall Subdivision
Date: Monday, September 5, 2022 9:23:51 AM

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mr. Sparker.

Good Morning. Am certain that you must have received multiple calls and emails asking you to restrain the plans of the builders and developers (see below). If their plans are not trimmed, then their actions will have profound effect and destruction of the community and wild life.

I agree with the others when they ask for a development that is feasible and sustainable.

**Thanks
Bhaskar Golla**

Ormond Beach development returns with fewer lots

Top of Form

Bottom of Form

It's back.

Rejected by the City Commission in January and Planning Board in December, a revised Tattersall subdivision proposal is in the works.

[Ormond commission rejects subdivision plan](#)



Ormond commission rejects subdivision plan

John Bozzo jbozzo@hometownnewsmediagroup.com

Cheers and cries of “Thank You” erupted from the audience after four of five Ormond Beach Commissioners rejected...

Developers have revised the 84-acre, single-family house subdivision at Airport and Tymber Creek roads in response to complaints about its impact on traffic, drainage and wildlife.

The blunt message from the city and residents to the developer in January was too many homes in too small a space.

In its new form, Tattersall has 129 lots, down 14 from 143 lots. That would mean a density of 1.91 units per acre.

A traffic statement by LTG Engineering & Planning said the reduction of lots to 129 would result in fewer trips compared to a previous study measuring trips with 146 houses. Total daily trips would decline 13.5% to 200. Peak afternoon trips would decline to 488 from 567, 14%.

“Due to the reduction of total single-family lots proposed by the applicant, the overall impacts to the study area will be reduced,” Kady L Dearing, LTG senior project engineer, wrote in a report.

There are two drainage basins on the site, which both drain into existing wetlands, a Zev Cohen Associates report stated.

The larger Basin A flows into the wetland surrounding Grover Branch, which outflows to the east and leads to the Tomoka River. Basin B, the smaller basin, flows into a separate

wetland, which outflows south into the Airport Road right-of-way.

Five retention ponds are planned in the development, enough to capture the flow of water, according to the Zev Cohen report which stated, “Therefore the proposed stormwater system is adequate for the proposed development.”

The stormwater retention ponds will be interconnected with piping. Outflow weirs are proposed for discharge from the ponds to existing wetlands, according to the study by Zev Cohen Associates.

Zev Cohen also performed an environmental assessment identifying six wetlands areas totaling 15.16 acres. Permitting is in progress through St. Johns River Water Management District and the Florida Department of Environmental Protection.

Proposed construction plans would result in a direct impact on 2.41 acres of the wetlands and a secondary impact on 0.22 acres. Mitigation credits will be purchased to compensate for the wetlands encroachment.

A wildlife survey determined the gopher tortoise as the only protected species possibly present on the project site. A 100% gopher tortoise survey, conducted by an authorized gopher tortoise agent, must be completed within 90 days before construction.

Project features include a sidewalk along Airport Road from Tymber Creek Road to Leeway Trail and along a portion of Tymber Creek Road, from the proposed entry to the development on Tymber Creek Road to where it intersects with Airport Road.

A six-foot-high PVC white fence would be installed around the perimeter of the development.

Instead of an indoor recreation requirement, the developer may provide a minimum of 30 square feet per unit of outdoor active recreation space.

Construction may be done in phases and the developer may designate and build up to 10 lots as model houses and two lots as temporary sales offices for each phase of the project.

The entrance sign would be limited to a maximum of eight feet high.

Side yard setbacks between homes would be a minimum of 7.5 feet on each side.

Maximum building coverage would be 50% and maximum impervious surface would be 75%

From: [Satya Bhama Narra](#)
To: [Spraker, Steven](#)
Subject: Fw: Tattersall Development
Date: Tuesday, September 6, 2022 10:13:53 AM

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mr. Spraker,

Good Morning

For the sake of the community and the wild life please restrict new house construction. Our family vehemently protests constructions without giving a thought on future effects that will come with unrestrained development.

Thanks
Satya Narra

From: [Roger Duvernoy](#)
To: [Spraker, Steven](#)
Subject: Tattersall
Date: Tuesday, September 6, 2022 9:27:35 PM

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Steven:

I'm writing to express my disbelief that the developers would try yet again build on a flood plane.

A flood plane which they know will destroy the value of nearby homes.

A flood plane onto which the proposed houses that are built will be flooded too.

What idiot will lend money for a house which may be worthless.

It would be right next to a busy elementary school as well as Hunters ridge.

and you can expect noise, morning, noon and part of the evening.

My property will be worth less.

What a disaster!

Please reject this latest disgusting proposal.

Thanks,

Roger duvernoy
39 herringbone way

From: [Martin R. Dworak](#)
To: [Spraker, Steven](#)
Cc: [Miller, Marcella](#); [Martin R. Dworak](#)
Subject: Ormond Beach Planning Board (Resident Email for Planning Board/Meeting Agenda on 9/8/22)
Date: Thursday, September 8, 2022 12:58:50 AM

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

September 8, 2022

Dear Mr. Spraker (Ormond Beach, FL Planning Director),

Please forward our email letter to all the current Ormond Beach Planning Board for each to review for their meeting tonight on Thursday, September 8, 2022. Unfortunately, we are out of state for a family need, and are unable to attend the public hearing. Thank you for your assistance with this important request.

Dear Ormond Beach Planning Board,

We noted to Mr. Spraker, unfortunately we are not able to attend the Ormond Beach Planning meeting on Thursday, September 8, 2022 @ 6:00 pm. We are out of state assisting with a family need. We have attended two prior meetings and addressed the board at both meetings during the public hearing sessions. At both meetings we voiced our very strong objections with any approval for the request for a planned residential development (PRD) at Tymber Creek.

Our permanent resident home is located at 55 Abacus Ave. in Hunters Ridge. We are close to our community entrance on Leeway Trail, just off Airport Road (across from Pathways Elementary School). We have lived at this address for 5 years and 3 months. We very much know the land the developer is requesting your recommendation and approval of. We drive by the proposed area on a daily basis.

Each of you know the reasons why numerous Ormond Beach residents on all sides of this land, ask for your continued decision of denying this project. At each meeting it has been stressed of the land being a "swamp" with the noted 14 acres of wetlands. The flooding is the norm on a regular basis, along with the traffic congestion concerns.

We lived on a state route in N.E. Ohio, with an under the road extra large cement culvert unit attached to a natural stream next to our home. Major construction within a mile of our home of a senior living center changed the landform in our town. On this road. After this complex was built on this busy state road, major flooding occurred for not only residents on the state road, but also home communities on both sides of the road. Home owners suffered major flooding in their existing homes, that they never had prior to the building of this senior living complex. The area I have described is not a rural area, the average homes are approximately \$350,00.00 in value (& up).

I (Lizabeth Dworak) stressed at both meetings during the public speaking time, the planning board needed to also consider these proposed built homes adding to an overflow of students to the Volusia Schools. Please note, unfortunately there is a teacher and support staff shortage in all of Florida (& across our country). This shortage with adding additional homes not only at this site, but across Volusia county will be very problematic for students, parents, and all educators.

The past traffic survey presentation was not realistic to what we and our neighbors experience on Tymber Creek and Airport. The traffic is a major concern and will only become worse with this proposed PRD at this site.

As each of you, we take great pride in living in beautiful Ormond Beach! Please research

this specific site to see if it can be re-zoned a natural preserve. This site is a natural habitat for numerous wildlife species, and should be protected. Please do not allow these builders or any others to contribute major residential problems at this site after they depart with their large profits. With your knowledge and genuine care for the residents you represent, please vote NO against this PRD and all others in the future for this site on Tymber Creek and Airport. Thank you for your support with your action of a NO vote!

Sincerely,

Martin R. and Lizabeth Dworak (Marty & Liz)
55 Abacus Ave.
Ormond Beach, FL 32174

(386) 317-2616 (Home #)
dworak100@roadrunner.com

Sent from my iPad



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: October 18, 2022

Subject: 520 & 540 Flagler Road, North Interchange, Zoning Map Amendment

Commission Goal: Community Development - Other

Introduction

This is a request submitted by BHT Holdings, LLC, for a zoning map amendment from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development) and the issuance of a development order. The North Interchange PBD seeks to allow (1) business and storage warehouses, (2) indoor mini self-storage, (3) and outdoor RV and boat storage. The site plans submitted include two buildings of 11,999 square feet for industrial flex space at 520 Flagler Road and a four-story indoor self-storage facility of approximately 110,900 square feet and 28 recreational vehicle and boat storage spaces at 540 Flagler Road. The subject property is approximately 5.73 acres and is located at 520 and 540 Flagler Road. This agenda item is for the zoning map amendment and the next agenda item is for the issuance of the development order.

Background

The subject property has a future land use of "Tourist Commercial" and a B-7 (Highway Tourist Commercial) zoning designation. The property is currently vacant and this is the first development application for these properties. The location is by the Florida East Coast railroad and located on a parallel roadway, Flagler Road, to North U.S. Highway 1. This area is appropriate for storage and industrial flex space and is consistent with the Comprehensive Plan. Outdoor storage exists along the Flagler Road right-of-way south of Broadway Avenue. There are no wetlands on-site and the property is not located in the flood zone.

Discussion

Section 1-18(e)(3) of the Land Development Code states that the City Commission shall consider rezonings based on the consistency with the Comprehensive Plan. The zoning map amendment is consistent based upon the following points:

- The impacts on facilities and services will not change as a result of the requested

- zoning map amendment from the B-7 zoning district to a PBD; and
- The zoning request is consistent with the compatibility matrix outlined in the Land Development Code for the Future Land Use Plan Map designation of “Tourist Commercial”.

Planning Board review

The Planning Board reviewed the project at the September 8, 2022 meeting and was recommended for approval with a 5-0 vote. There were no members of the public who spoke for or against the project. The Planning Board minutes are attached to this agenda item.

Budget Impact

There is no direct budget impact of the proposed project.

Citizen Impact

City staff has not received any correspondence objecting to the proposed zoning map amendment. The project is located in a commercial corridor.

Recommendation

This agenda item seeks to allow a zoning map amendment from B-7 (Highway Tourist Commercial) to Planned Business Development (PBD). The agenda item does not approve any specific development approval, but instead a framework for these zoning actions. It is recommended that the City Commission approve the zoning map amendment for an approximately 5.73-acre property from B-7 (Highway Tourist Commercial) to Planned Business Development.

Attachments:

- 22-34 520 & 540 Flagler Road, North Interchange ZMA (P22-0154G) (PDF)
- Exhibit A, legal description (PDF)
- Exhibit B, FLAGLER_520_540_ZONING (PDF)
- 09.08.2022 Zoning Map Amendment - North Interchange PB Staff Report (PDF)
- DRAFT Planning Board Minutes, North Interchange PBD (PDF)

REVIEWED BY:


 Kelly McGuire, Finance Director 9/21/2022



Claire Whitley, Assistant City Manager 10/10/2022

APPROVED BY:



Joyce A. Shanahan, City Manager 10/12/2022

ORDINANCE NO. 2022-34

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE TWO PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 5.73 ACRES LOCATED AT 520 AND 540 FLAGLER ROAD (VOLUSIA COUNTY PARCEL NUMBERS 3136-01-69-0020 AND 3136-01-68-0020) FROM B-7 (HIGHWAY TOURIST COMMERCIAL) TO PLANNED BUSINESS DEVELOPMENT (PBD); AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, BHT Holdings, LLC, a Florida limited liability company, is the owner of real property (“Property Owner”) located at 520 and 540 Flagler Road (Volusia County parcel numbers 3136-01-69-0020 and 3136-01-68-0020), as more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein (“Property”), and

WHEREAS, the Property Owner has submitted an application to the city to re-zone the Property from B-7 (Highway Tourist Commercial) to Planned Businesses Development (PBD), and

WHEREAS, the Property to be re-zoned is less than ten contiguous acres, consisting of approximately 5.73 contiguous acres, and

WHEREAS, the Planning Board held a public hearing regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(3), of the *Land Development Code*, and

WHEREAS, the City Commission held a public hearing regarding this matter as required by Section 166.041(3)(c)(1), *Florida Statutes*, and

WHEREAS, all applicable legal notice requirements have been complied with, and

WHEREAS, the City Commission finds the proposed rezoning to be consistent with the Future Land Use Element, and the Future Land Use Map, of the City's adopted *Comprehensive Plan*, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. Paragraph C, Official Zoning Map, of Section 2-01, Established, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida is hereby amended by amending the Official Zoning Map, to change the zoning designation of the property described and depicted on Exhibit "A" from B-7 (Highway Tourist Commercial) to Planned Business Development (PBD) as shown and depicted in Exhibit "B".

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. This Ordinance shall be effective immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 18th day of October, 2022.

PASSED UPON at the second and final reading of the City Commission, this 1st day of November, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"
Page 1 of 3

520 Flagler Road

LEGAL DESCRIPTION (from A1A Surveying Inc., dated March 31, 2022)

LEGAL DESCRIPTION:

BEING A PORTION OF LOTS 1 THROUGH 6, BLOCK 68 AND ALL OF LOTS 2 THROUGH 9, 12 THROUGH 14, BLOCK 69, FURTHER TOGETHER WITH ALL OF THE UN-CONSTRUCTED BENTON STREET LYING SOUTHERLY OF FLAGLER ROAD: NORTHERLY OF THE RAILROAD RIGHT OF WAY, NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING WESTERLY OF U.S. HIGHWAY No. 1 (STATE ROAD No. 5) BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGIN AT THE NORTHEASTERLY CORNER OF LOT 9, BLOCK 69, NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE, FLAGLER ROAD, A 60 FOOT RIGHT OF WAY AS NOW LAID OUT, MARKED BY AN IRON ROD AND CAP, ILLEGIBLE.; THENCE DEPARTING SAID SAID WESTERLY RIGHT OF WAY LINE SOUTH 40 DEGREES 16 MINUTES 28 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 9, A DISTANCE OF 140.07 FEET TO A POINT ON THE NORTH LINE OF LOT 15 OF SAID BLOCK 69, THENCE NORTH 54 DEGREES 53 MINUTES 51 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 6.24 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 15; THENCE SOUTH 39 DEGREES 49 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOTS 15 THROUGH 17 OF SAID LOT 69 A DISTANCE OF 159.31 FEET TO THE NORTHWESTERLY CORNER OF LOT 17 OF SAID BLOCK 69, MARKED BY A IRON PIPE AND CAP, ILLEGIBLE, ALSO BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE, FLORIDA EAST COAST RAILROAD COMPANY STATION, A 100 FOOT WIDE RIGHT OF WAY AS NOW LAID OUT.; THENCE NORTH 49 DEGREES 46 MINUTES 24 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID EAST COAST RAILROAD COMPANY STATION A DISTANCE OF 336.82 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY NORTH 40 DEGREES 16 MINUTES 28 SECONDS EAST, A DISTANCE OF 300.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID FLAGLER ROAD; THENCE SOUTH 46 DEGREES 45 MINUTES 44 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, DISTANCE OF 341.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 101,764 SQUARE FEET OR 2.336 ACRES MORE OR LESS.

EXHIBIT "A"
Page 2 of 3

540 Flagler Road

LEGAL DESCRIPTION (from A1A Surveying Inc., dated March 31, 2022)

LEGAL DESCRIPTION:

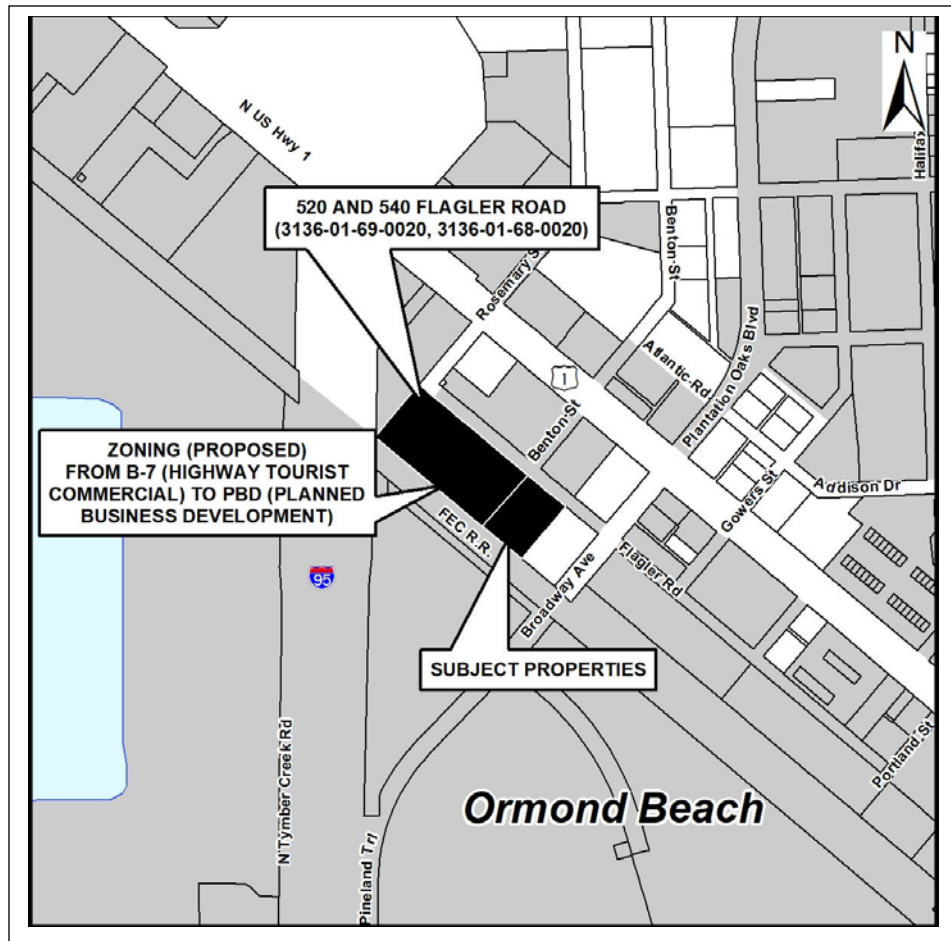
BEING A PORTION OF LOTS 1 THROUGH 6, ALL OF LOTS 8 THROUGH 15, A PORTION OF LOT 16 AND DEMONSTRATION GARDEN, NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING WESTERLY OF U.S. HIGHWAY No. 1 (STATE ROAD No. 5), BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 16, BLOCK 68, NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE, FLAGLER ROAD, A 60 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE SOUTH 49 DEGREES 45 MINUTES 44 SECONDS EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY SOUTH 49 DEGREES 45 MINUTES 44 SECONDS, A DISTANCE OF 493.18 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE SOUTH 40 DEGREES 16 MINUTES 28 SECONDS WEST, A DISTANCE OF 300.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE, FLORIDA EAST COAST RAILROAD COMPANY STATION, A 100 FOOT WIDE RIGHT OF WAY AS NOW LAID OUT; THENCE NORTH 49 DEGREES 46 MINUTES 24 SECONDS WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 483.08 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, THENCE ALONG EASTERLY RIGHT OF WAY LINE FOR INTERSTATE 95 NORTH 01 DEGREES 09 MINUTES 56 SECONDS EAST, A DISTANCE OF 14.92 FEET; THENCE DEPARTING SAID RIGHT OF WAY NORTH 40 DEGREES 07 MINUTES 16 SECONDS EAST, A DISTANCE OF 288.52 FEET TO THE POINT OF BEGINNING.

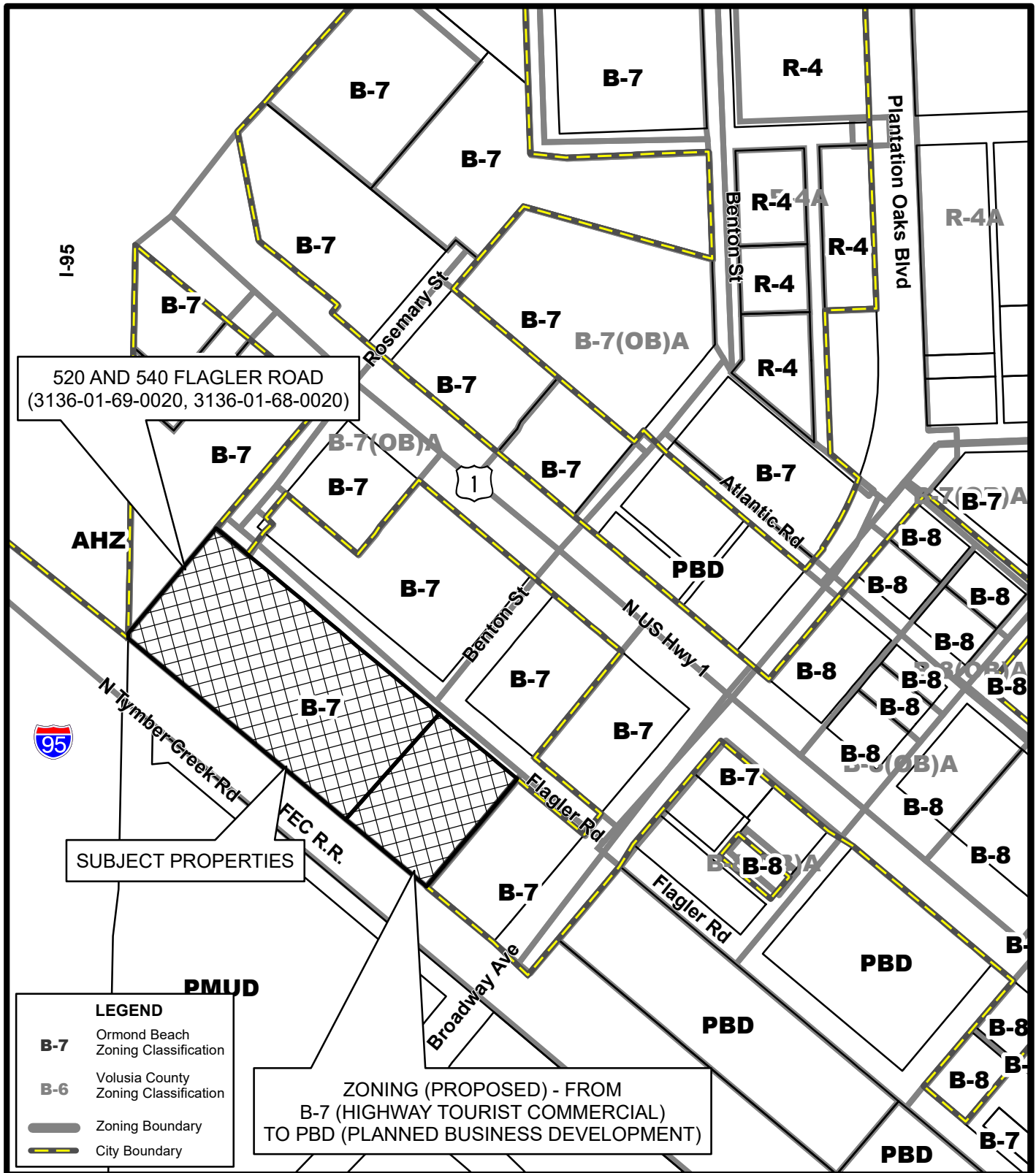
THE ABOVE DESCRIBED LAND CONTAINS 147,892 SQUARE FEET OR 3.395 ACRES MORE OR LESS.

EXHIBIT "A"
Page 3 of 3

LOCATION MAP

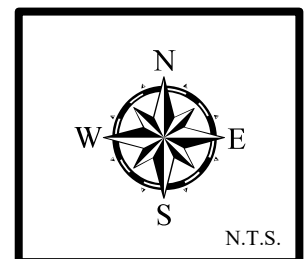


PARCEL ID:	3136-01-69-0020 and 3136-01-68-0020
OWNER:	BHT Holdings, LLC
APPLICANT:	BHT Holdings, LLC
PBD ADDRESS:	520 and 540 Flagler Road



ZONING MAP
520 AND 540 FLAGLER ROAD
(3136-01-69-0020, 3136-01-68-0020)

Prepared By: The City of Ormond Beach
 G.I.S. Department - August 19, 2022



STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: September 8, 2022

SUBJECT: 520 & 540 Flagler Road, North Interchange: Zoning Map Amendment from B-7 (Highway Tourist Commercial) to Planned Business Development

APPLICANT: BHT Holdings, LLC

NUMBER: PBD 2022-075(A)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request submitted by BHT Holdings, LLC, for a zoning map amendment from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development) and the issuance of a development order. The North Interchange Planned Business Development seeks to allow (1) business and storage warehouses, (2) indoor mini self-storage, (3) and outdoor RV and boat storage. The site plans submitted include two (2) buildings of 11,999 square feet for industrial flex space at 520 Flagler Road and a four-story indoor self-storage facility of approximately 110,900 square feet and 28 recreational vehicle and boat storage spaces at 540 Flagler Road. The subject property is approximately 5.73 acres and is located at 520 and 540 Flagler Road. This staff report, item A, is for the zoning map amendment and the next staff report, item B, is for the issuance of the development order. The subject property is shown below.

EXHIBIT 1: Project location, 520 and 540 Flagler Road



BACKGROUND: The subject property has a future land use of “Tourist Commercial” and a B-7 (Highway Tourist Commercial) zoning designation. This is the first Site Plan Review Committee (SPRC) submittal for these two (2) properties. The following are the abutting uses to the subject properties:

Exhibit 2: Abutting land use and zoning designations

Land Use and Zoning Designations of Adjacent Property			
	Current Land Uses	Future Land Use Designation	Zoning Classification
North	Fruit stand (commercial)	“Low Intensity Commercial”	B-7 (Highway Tourist Commercial)
South	Vacant commercial	“Low Intensity Commercial”	B-7 (Highway Tourist Commercial)
East	Across Flagler Road McDonald’s & gas station	“Low Intensity Commercial”	B-7 (Highway Tourist Commercial)
West	Across FEC Railroad Ormond Crossings – vacant	“Activity Center”	Planned Mixed Use Development (PMUD)

ANALYSIS:

The project seeks two actions:

- A. Zoning map amendment from B-7 (Highway Tourist Commercial) to Planned Business Development. The zoning map amendment is the action sought for this staff report.**
- B. Issuance of a development order to demolish the existing on-site building and redevelop the property for a full-service car wash including self-service vacuum and detail stations. This action is discussed in the next staff report.

This report seeks to review the zoning map amendment. According to Chapter 2, Article II, Section 2-36 of the Land Development Code the purpose of the Planned Business Development zoning district

“is to establish regulatory standards for controlling the location of comprehensively planned business centers accessible to arterial roadways. The PBD is intended to incorporate a flexible management policy which incorporates urban design amenities, including streetscape improvements, and fosters innovative master planning in the design and development of commercial centers. The PBD district provides a diversified mix of permitted, conditional, and special land uses and higher standards of land planning and site design than are available under conventional zoning categories.”

One goal of the Planned Business Development is to “provide for a coherent and visually attractive physical environment through the creation of focal points and vistas, as well as coordination and consistency of architectural styles, landscaping designs and other elements of the building environment.”

CRITERIA FOR APPROVAL: There are certain criteria that must be evaluated before a Planned Business Development amendment can be approved. According to Chapter 1, Article II, Section 1-15(e)(1-10) of the Land Development Code, the Planning Board shall consider the following when making its decision:

- 1. The proposed development conforms to the standards and requirements of this Land Development Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

The proposed action is a zoning map amendment from the B-7 (Highway Tourist Commercial) zoning district to a Planned Business Development (PBD). This item does not approve a specific development plan which is reviewed with the development order item. The zoning map amendment will not adversely affect public health, safety, welfare or the quality of life. The Planned Business Development zoning classification is consistent with commercial area along the I-95 and North U.S. Highway 1 area.

- 2. The proposed development is consistent with the Comprehensive Plan.**

The property is designated as “Tourist Commercial” on the City’s Future Land Use Map (FLUM). The proposed development is consistent with the Comprehensive Plan. Specifically, the Future Land Use Element of the Comprehensive Plan states:

Tourist Commercial (TC)

Purpose: A multi-use land use category to provide uses along the Atlantic Ocean, SR A1A and highway interchanges, that include transit availability, retail services, tourist attractions, restaurants, multi-family and lodging to visitors to the city. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum: 32 units per acre.

Maximum FAR: 1.5

The location is by the F.E.C railroad and located on a parallel roadway (Flagler Road) to North U.S. Highway 1. This area is appropriate for storage and industrial flex space and is consistent with the Comprehensive Plan. Outdoor storage exists along the Flagler Road right-of-way south of Broadway Avenue.

The application also supports the following policies in the Comprehensive Plan:

Future Land Use Element

POLICY 1.2.6.

New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.

POLICY 2.1.14.

The City shall maintain citywide architectural standards for the new development and redevelopment of existing buildings.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

There are no wetlands on-site and the property is not located in the flood zone. The project will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells. The zoning map amendment does not approve a specific development plan and this criterion would be reviewed as part of the issuance of the development order.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The zoning map amendment seeks to allow the framework for a commercial use consistent with the land use designation. The proposed project is consistent with the property's future land use designation and zoning classification, and staff does not believe the project would depreciate the value of surrounding property. The project will not create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties. There are no residential uses around the subject property.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. There are adequate public facilities to serve the proposed development, including roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds. The site plan for the project includes roadway, water line, and sidewalk construction.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

The proposed uses are low traffic generators compared to other retail, office and restaurant uses allowed in the "Tourist Commercial" land use and B-7 (Highway Tourist Commercial) zoning district.

7. The proposed development is functional in the use of space and aesthetically acceptable.

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The functional use of space would be reviewed as part of the development order agenda item.

8. The proposed development provides for the safety of occupants and visitors.

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The site plan (development order item) reviews the safety of occupants and visitors.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The site plan (development order item) reviews the use of materials and architectural features.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

Section 1-18(e)(3) of the Land Development Code states that the City Commission shall consider rezonings based on the consistency with the Comprehensive Plan. The zoning map amendment is consistent based upon the following points:

- The impacts on facilities and services will not change as a result of the requested zoning map amendment from the B-7 (Highway Tourist Commercial) zoning district to a Planned Business Development (PBD); and
- The zoning request is consistent with the compatibility matrix outlined in the Land Development Code for the Future Land Use Plan Map designation of "Tourist Commercial".

RECOMMENDATION: This agenda item seeks to allow a zoning map amendment from B-7 (Highway Tourist Commercial) to Planned Business Development (PBD). The agenda item does not approve any specific development approval, but instead a framework for these zoning actions. It is recommended that the Planning Board recommend **APPROVAL** of the zoning map amendment for a ±5.73 acre property from B-7 (Highway Tourist Commercial) to Planned Business Development. The project is tentatively scheduled for the City Commission on October 18, 2022 (first reading) and if approved on first reading, the second reading will be on November 1, 2022 (final reading).

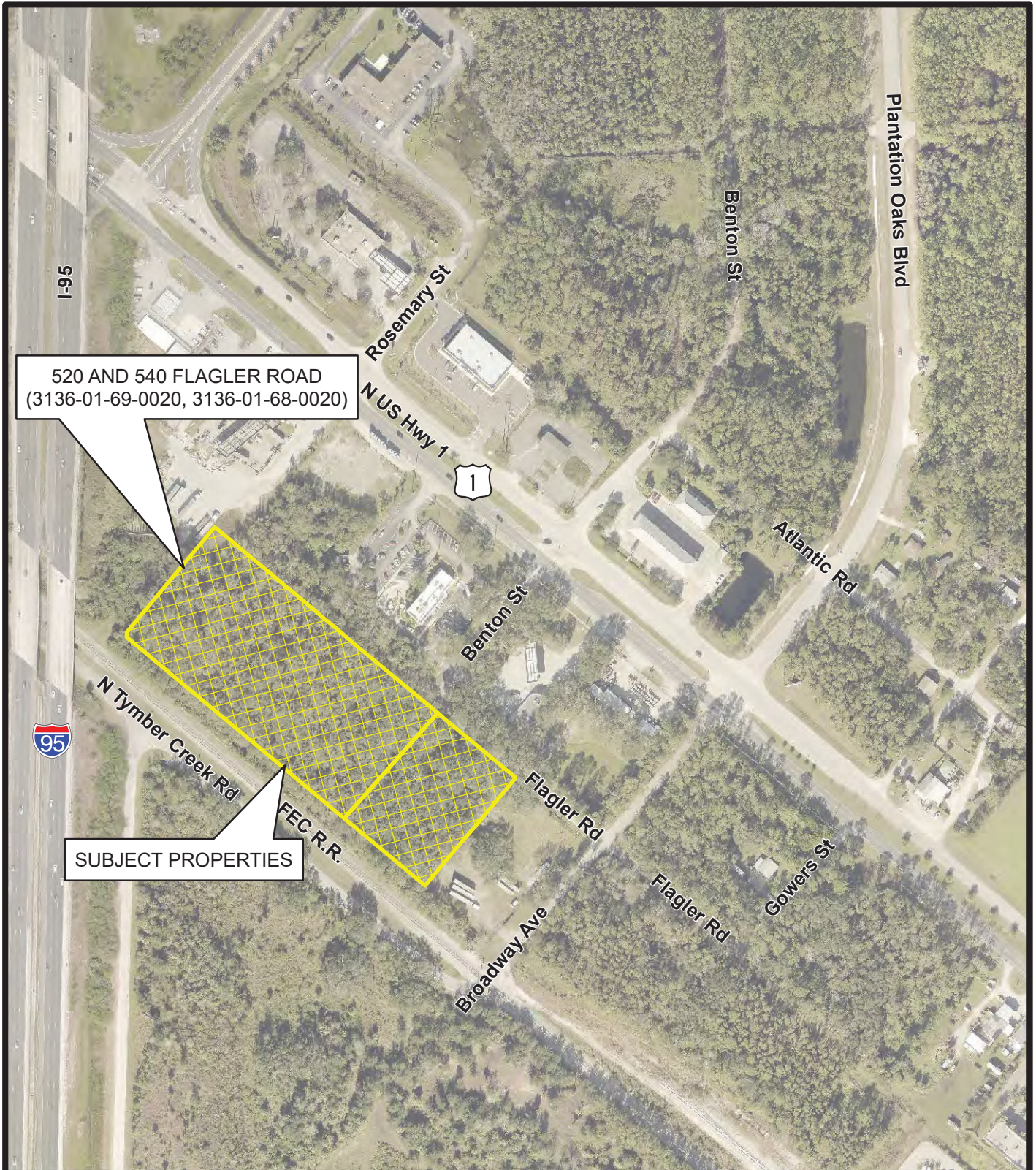
Attachments:

Attachment 1: Location, aerial, and land use maps

Attachment 2: Zoning map of the amendment

ATTACHMENT 1

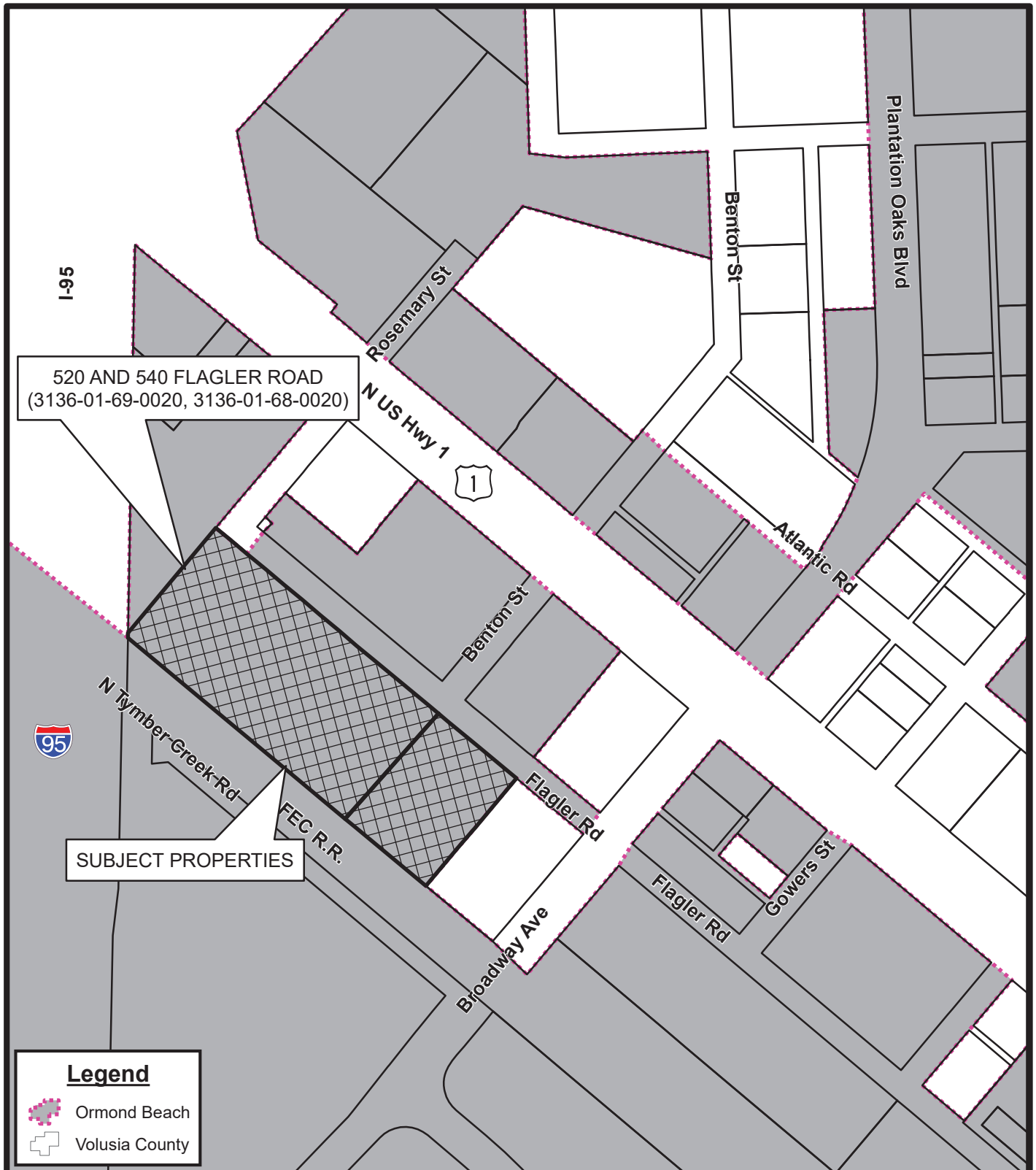
Location, aerial, and land
use maps



AERIAL MAP
520 AND 540 FLAGLER ROAD
(3136-01-69-0020, 3136-01-68-0020)

Prepared By: The City of Ormond Beach
 G.I.S. Department - August 19, 2022

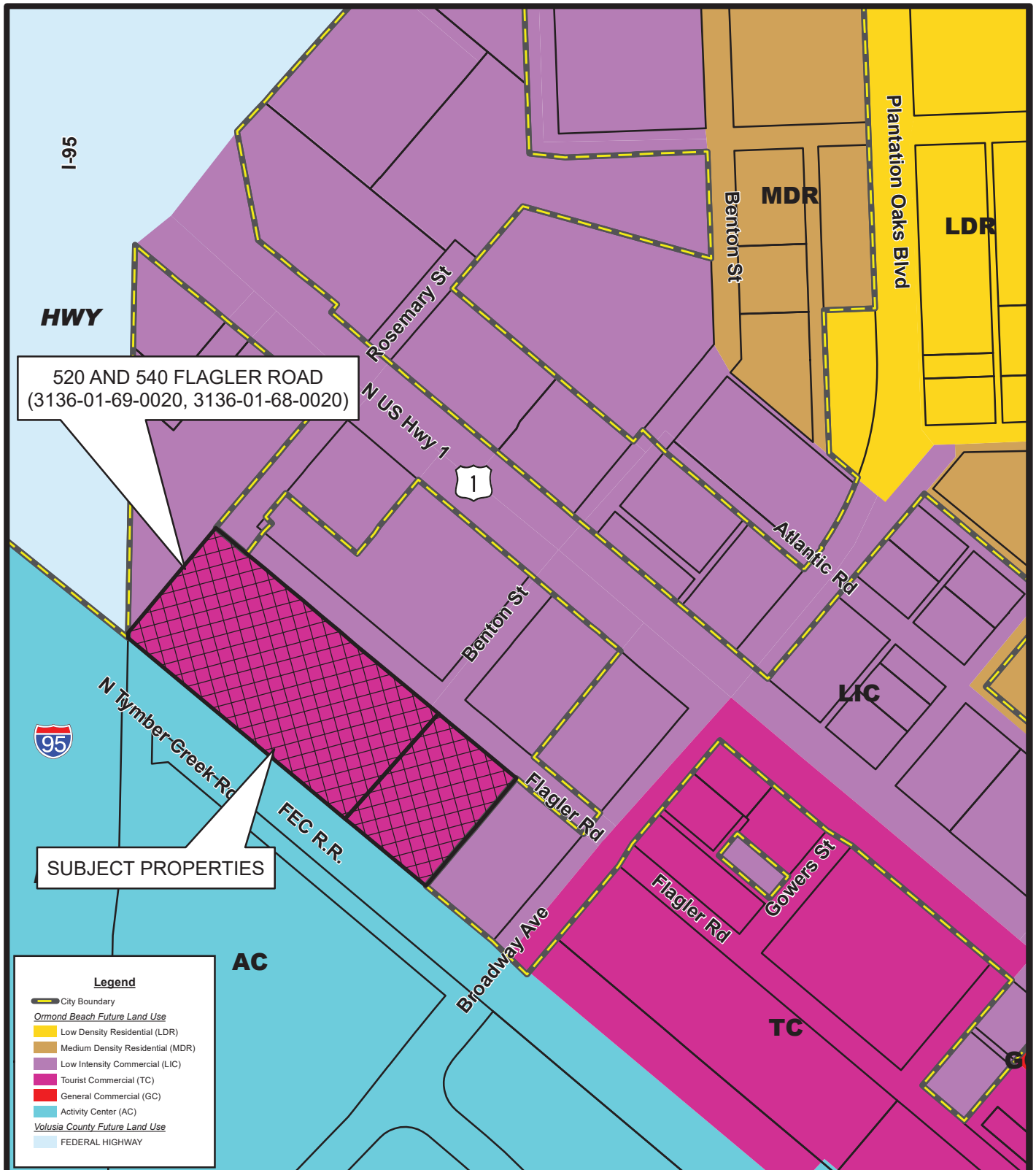




LOCATION MAP
520 AND 540 FLAGLER ROAD
(3136-01-69-0020, 3136-01-68-0020)

Prepared By: The City of Ormond Beach
 G.I.S. Department - August 19, 2022



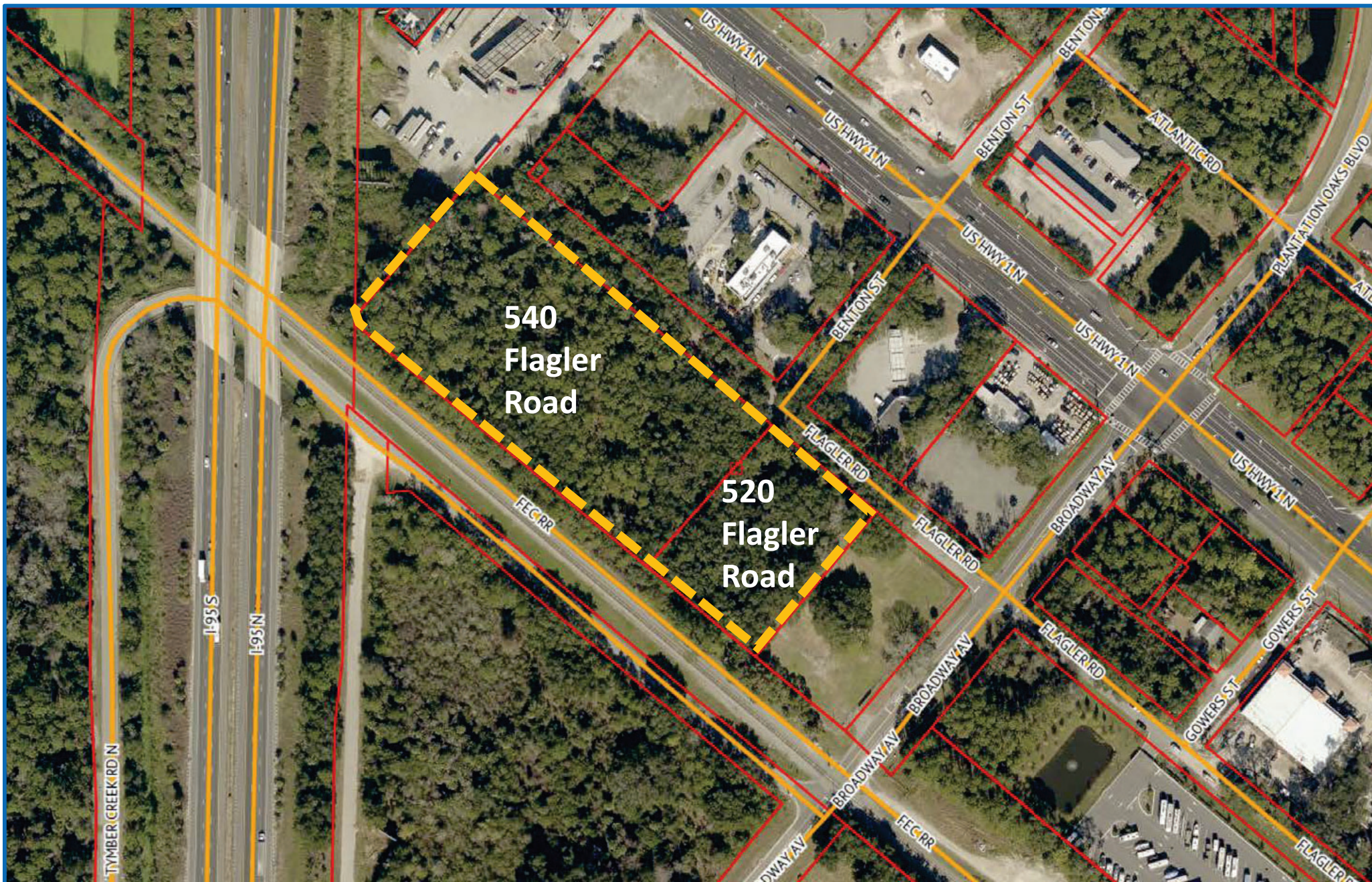


FUTURE LAND USE MAP
520 AND 540 FLAGLER ROAD
(3136-01-69-0020, 3136-01-68-0020)

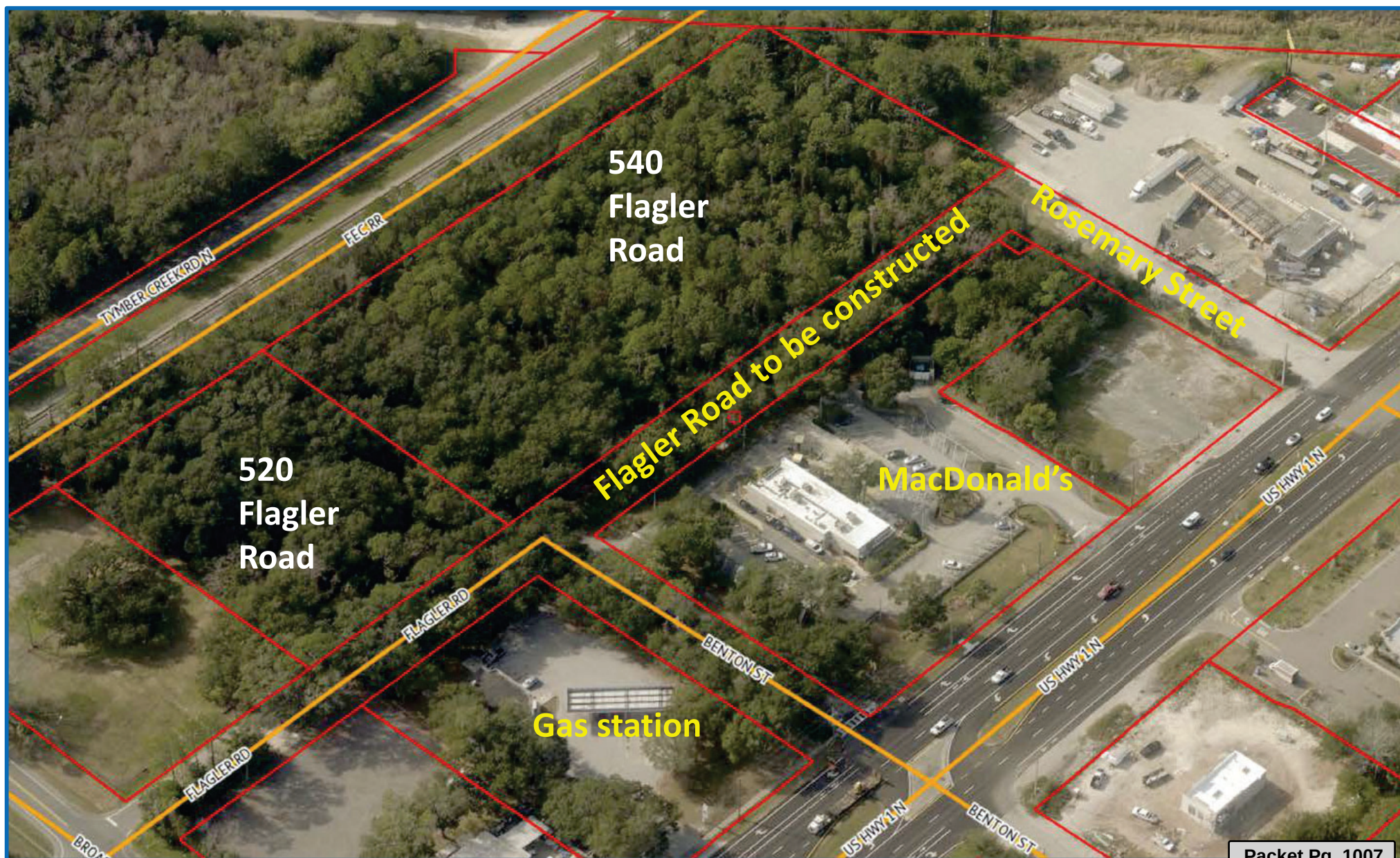
Prepared By: The City of Ormond Beach
G.I.S. Department - August 19, 2022



Aerial of North Interchange PBD, 520 and 540 Flagler Road



Aerial of North Interchange PBD, 520 and 540 Flagler Road

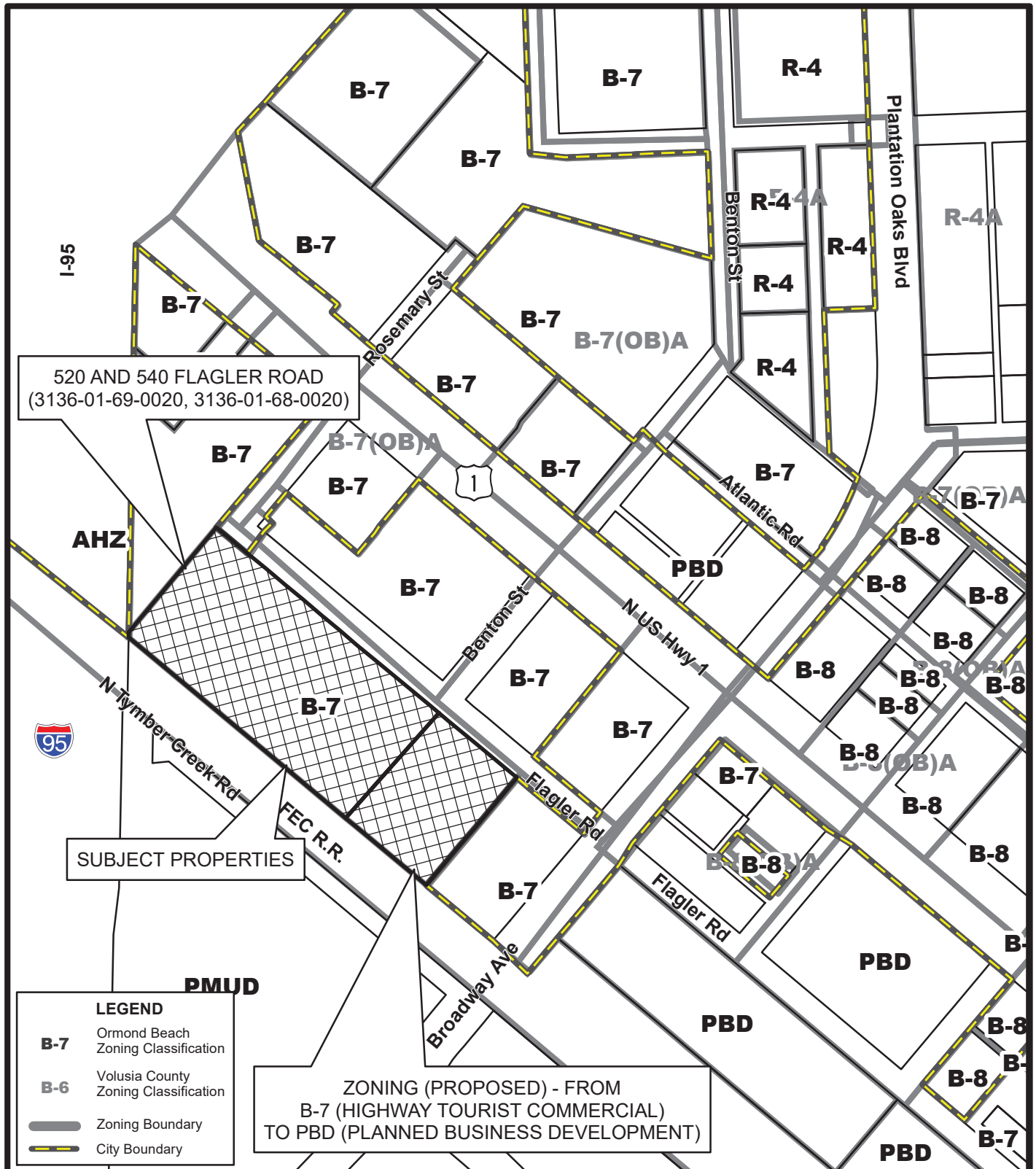


Aerial of North Interchange PBD and I-95



ATTACHMENT 2

Zoning map of the
amendment



ZONING MAP
520 AND 540 FLAGLER ROAD
(3136-01-69-0020, 3136-01-68-0020)

Prepared By: The City of Ormond Beach
G.I.S. Department - August 19, 2022



DRAFT Planning Board Minutes

September 8, 2022

North Interchange Planned Business Development

VII. PUBLIC HEARINGS

- B. PBD 2022-075(A): 520 & 540 Flagler Road, North Interchange Zoning Map Amendment from B-7 (Highway Tourist Commercial) to Planned Business Development
- C. PBD 2022-075(B): 520 & 540 Flagler Road, North Interchange Issuance of Development Order

Mr. Steven Spraker, Planning Director, explained that items “B” and “C” would be presented together and would require separate votes by the Planning Board. Mr. Spraker states that there were two (2) requests: (1) a zoning map amendment and (2) the issuance of a development order. He showed the location of the properties as 520 and 540 Flagler Road along with surrounding properties.

The zoning map amendment seeks an amendment from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development). This amendment does not approve any specific development approval, but instead a framework for these zoning actions.

Mr. Spraker stated the issuance of the development order would provide a site-specific development approved. He reviewed the property at 520 Flagler Road. Mr. Spraker showed the two (2) buildings proposed each of 11,999 square feet, the landscape buffer, stormwater, and Flagler Road improvements. The proposed use is an industrial flex space, such as contractor’s office and storage or a storage area. Mr. Spraker reviewed the site plan for 540 Flagler Road that includes a four-story indoor self-storage facility of 110,600 square feet and

28 RV and boat parking spaces. Mr. Spraker continued to show the Flagler Road improvements, stormwater and landscaping areas.

Mr. Spraker used the PowerPoint presentation to describe the Planned Business Development requests:

1. Allowance for the following uses: (a) Warehouse, Business, (b) Warehouse, Storage, (c) RV/Boat storage, (d) Outdoor storage, and (e) Warehouse mini-rental. Mr. Spraker indicated staff was supportive of this request.
2. Signage: The project is seeking an additional wall sign and additional allowable square footage. The project is allowed one wall sign of 92.5 square feet and seeks three (3) wall signs to total 450 square feet. Mr. Spraker indicated staff recommended a total of two (2) wall signs to total 200 square feet.
3. Architecture: To allow metal exterior surface areas. Mr. Spraker showed the architectural elevations and indicated staff was supportive of this request.
4. Buffer encroachment: The project abuts I-95 right-of-way for 14.92 feet. By touching the I-95 right-of-way, a 60' Greenbelt buffer is required. The applicant is seeking to reduce the landscape requirement to 10' landscape buffer. Mr. Spraker indicated staff was not supportive of this request.

Mr. Spraker reviewed the public benefits provided for the project that includes road construction, drainage for roadways, increased landscape buffer widths, and utility improvements. Mr. Spraker concluded with a summary of the PBD requests, the applicant's requests and SPRC staff recommendation. Mr. Spraker stated that the tentative City Commission dates are October 18, 2022 and November 1, 2022.

Ms. Shull asked Mr. Spraker to show a 60' landscape buffer from I-95 on an aerial. Mr. Spraker showed the site plan and the buffer impact. Ms. Shull inquired where the 60' buffer would be measured from. Mr. Spraker stated it would be measured from the 14.92' where the property abuts I-95. Mr. Spraker stated that a buffer reduction is within the Board's discretion.

Ms. Shull asked if RV and boat storage would include 18 wheelers. Mr. Spraker stated that the intent was not to allow 18 wheelers. City Attorney Hayes added that an 18-wheeler truck would be not classified as a recreational vehicle and would not be allowed.

Chairman Briley asked if these two items should be voted on separately. Mr. Spraker confirmed that the two items could be discussed together and voted on separately.

Ms. Shull stated that she read a car wash was included and asked for clarification. Mr. Spraker stated that there was no car wash proposed and this was a mistake in the staff report.

Harry Newkirk, Newkirk Engineering, 1230 North U.S. Highway 1 thanked members of the Site Plan Review Committee. Mr. Newkirk detailed the project as follows:

- Parcel 1 (2.336 acres): Propose two (2) 11,999 sf industrial warehouse flex space buildings. Building located 376 feet from US 1 and 329 feet from Broadway Avenue. No environmental issues, no wetlands and not in the floodplain.

- Parcel 2 (3.395 acres): Propose 4-story, 110,900-square-foot indoor self-storage facility with 28 RV and boat storage spaces covered on 3-sides. Building located 376 feet from US 1. No environmental issues, no wetlands and not in the floodplain.

Mr. Newkirk stated that both sites are fully engineered with outside agency permitting occurring. He detailed the site plans for both parcels and explained the natural preservation areas. Mr. Newkirk explained the roadway improvements that the project will construct including sidewalks and drainage improvements. The RV and Boat storage will be enclosed on three sides. The four-story building is seeking exposure to the I-95 roadway. Mr. Newkirk stated that the signage on the self-storage building is critical.

Mr. Newkirk reviewed the first waiver of the proposed uses. He stated one benefit of these uses are low traffic generation. Mr. Newkirk stated the project generated 444 average daily trips with 39 occurring in the AM peak hour and 52 trips occurring in the PM peak hour. He stated that other uses allowed in the B-7 zoning district could have three to four times of traffic than the proposed use.

Mr. Newkirk reviewed the second waiver of building architecture. He stated that the building is Neo-Eclectic that proposes the use of metal panels. Mr. Newkirk stated that the metal panels have come a long way in appearance.

Mr. Newkirk reviewed the third waiver of three (3) wall signs to total 450 square feet on three (3) building sides. The north side faces Flagler Road which would provide some visibility from U.S. 1. The other two (2) sides face I-95 and differ from a similar project along Interchange Boulevard. Mr. Newkirk stated that the orientation of I-95 would require the two signs in order to be seen by north and south bound traffic. Mr. Newkirk reviewed the elevations and features of the RV and boat storage. Mr. Newkirk reviewed pictures of the I-95 right-of-way and overpass and stated that the storage location along a railroad is a good use of the land.

Mr. Newkirk reviewed the fourth waiver of the landscape buffer of 60'. He stated that the south property line has 483 linear feet of a six (6') foot landscape buffer and then the property hits a 14.92' area that abuts I-95. The north property line of 288 linear feet also has a six (6') foot landscape buffer. Mr. Newkirk stated that it did not make sense to have a 60' landscape buffer for 14.92 feet. The 60' would have a big impact on the site design. Mr. Newkirk showed an exhibit stating that the buffer would impact the drive aisle and four RV and boat parking spaces with minimal benefit because of the railroad and I-95 right-of-way buffer. For screening, the RV and boat spaces will have three sides of screening and additional landscaping. There is no effort to get out of planting trees or providing landscaping, but the reduced buffer width is important to the site design. The RV and boat spaces building will act as a screening wall.

Mr. Newkirk detailed the public benefits that includes:

1. Developer to extend Flagler Road (City ROW) to Rosemary Street (Volusia County ROW).
2. Provide paved access to public lift station, currently dirt road access.
3. Extend Rosemary Street to Flagler Road.
4. Existing Rosemary Street to be milled and overlayed to repair asphalt depressions and rutting.

5. Increase width of the existing Flagler Road from 21-feet to 24-feet.
6. Developer to provide drainage for Flagler Road and will continue to maintain the stormwater facility that supports Flagler Road ROW. Currently there is no existing drainage in place for Flagler Road.
7. Install drainage swales for Rosemary Street. Currently there is no drainage in place.
8. Provide enhanced landscape buffers along Flagler Road ROW.
9. Install 1,400 linear feet (LF) of 8-inch water main loop connection from Rosemary Street to Flagler Road. This will increase water pressure for the overall interchange area.

Mr. Jorczak questioned the size and movement ability of RVs to park in the storage spaces. Mr. Newkirk provided the turning movements and size of the proposed RVs. Mr. Newkirk verified that RVs will drive forward and back into the storage spaces.

Mr. Jorczak asked of the impact to the site design if a 60' landscape buffer abutting I-95 was required. Mr. Newkirk stated the 60' landscape buffer abutting I-95 would impact the drive aisle, self-storage building, and four RV and boat parking spaces. A discussion of options for the landscape buffer abutting I-95 occurred.

Mr. Jorczak asked Mr. Spraker the significance of the 60' landscape buffer abutting I-95. Mr. Spraker stated that the buffer is a requirement of the Land Development Code. SPRC staff does not believe that a buffer reduction is within their scope of power, but is within the scope of the Planning Board and City Commission if they believe that the waiver is appropriate. The Planning Board has flexibility to grant the entire waiver or some waiver less than the requested ten (10') landscape buffer.

Ms. Shull inquired about the water main. Mr. Spraker stated that the project would construct a potable water main that would loop the U.S. 1 water line providing improved water pressure in this area. Ms. Shull inquired to the project drainage. Mr. Newkirk stated that there are two (2) wet detention ponds that are designed for the site and the roadway drainage for Flagler Road. Mr. Newkirk stated that the properties discharge less volume and rate than the existing undeveloped site conditions to the railroad tracks. Mr. Newkirk stated that this would be a stormwater improvement for the area.

Ms. Tolland asked why 52 parking spaces were needed for the flex space site at 520 Flagler Road instead of the required 37. Mr. Newkirk stated that the flex space is designed business warehouse uses that may have offices or employees that may have additional parking requirements. Ms. Tolland clarified that the flex space could have businesses which Mr. Newkirk confirmed.

Mr. Scudiero encouraged the project to do whatever they could to remove the storage of semi-trucks in the area.

Chairman Briley asked if the RV and boat storage area would have electrical service. Mr. Newkirk confirmed that electrical and water service would be available.

Mr. Jorczak asked if the RV and boat storage area would have a sewer dump station. Mr. Newkirk stated that the project would not have any sewer dump stations.

Mr. Jorczak inquired if the requested signage was to gain visibility to I-95. Mr. Newkirk confirmed that they are seeking visibility to I-95 and two signs were needed for I-95

exposure. He added the 150 square foot size sign fronting Flagler Road is designed to provide exposure to U.S. 1. Mr. Newkirk stated offsite signage was not a possibility. Mr. Newkirk emphasized that the signage was a big deal to let the public know of the use by the railroad.

Mr. Briley stated he understood why the signage was being sought.

Mr. Scudiero motioned to approve PBD 2022-075(A): 520 & 540 Flagler Road, North Interchange Zoning Map Amendment from B-7 (Highway Tourist Commercial) to Planned Business Development (PBD). Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-0).

Mr. Scudiero motioned to approve PBD 2022-075(B): 520 & 540 Flagler Road, North Interchange Issuance of a Development Order, Mr. Jorczak seconded it.

Mr. Scudiero stated that none of the requests were out of line and there are significant public benefits. Mr. Scudiero emphasized the roadway improvements.

Ms. Tolland agreed that the location is perfect for this use. Ms. Tolland stated she agreed with staff on the wall signage (two signs) and stated people on I-95 likely would not care if there is a self-storage facility here. Ms. Tolland expressed concern with the buffer waiver request. Ms. Tolland expressed appreciation on the roadway improvements.

Mr. Briley asked if Board members has any concerns on the uses. There were no concerns expressed.

Mr. Briley asked for direction on the number of signs. Board members Tolland, Shull, and Jorczak stated that they would recommend two (2) signs.

City Attorney Hayes recommended each item be voted upon individually.

Item #1: Uses. Ms. Tolland motioned to approve the uses of PBD 2022-075(B): 520 & 540 Flagler Road, North Interchange Issuance of a Development Order as presented. Mr. Scudiero seconded it. Vote was called, and the motion was approved (5-0).

Item #2: Signage. Ms. Tolland motioned to approve signage as recommended by staff (2 wall signs to total 200 square feet) for PBD 2022-075(B): 520 & 540 Flagler Road, North Interchange Issuance of a Development Order, Ms. Shull seconded it. Vote was called, and the motion was approved (3-2), with Mr. Scudiero and Chairman Briley voting against.

Ms. Tolland asked for a description of the building architecture. Mr. Newkirk provided an overview of the building architecture including the exterior surfaces.

Item #3: Building Architecture. Mr. Scudiero motioned to approve the building architecture PBD 2022-075(B): 520 & 540 Flagler Road, North Interchange Issuance of a Development Order as presented by staff, Ms. Tolland seconded it. Vote was called, and the motion was approved (5-0).

Mr. Scudiero stated he sees both sides of the landscape buffer issue and the site is an industrial area abutting a railroad and interstate. Mr. Scudiero stated he is willing to be flexible. Ms. Tolland stated that she would go with the 60' landscape buffer requirement. Ms. Shull stated that she would seek the 60' landscape buffer requirement because the I-95 overpass is higher.

Mr. Spraker stated that the exhibit shown by Mr. Newkirk was the first time had seen the full 60' landscape buffer on the site plan. As an alternative, a compromise would be to take the two RV and boat parking spaces next to I-95 and require that these be landscape area. Mr. Spraker stated while this may not be the full 60' landscape buffer, it would serve the landscape purpose and not dramatically alter the proposed site plan. There was a concern of impacting the drive aisle with the landscape buffer requirement.

Ms. Shull asked how this would be made into a motion. Mr. Spraker stated that the two parking spaces could be called out to be converted to landscape area, approximately 30' in distance. The applicant's buffer exhibit was discussed by the Planning Board.

Item #4: I-95 Landscape Buffer Encroachment. Ms. Shull motioned to amend PBD 2022-075(B): 520 & 540 Flagler Road, North Interchange Issuance of a Development Order, from 60'to 30' impacting two RV and boat parking spaces abutting the I-95 property line. Ms. Tolland seconded it. Vote was called, and the motion was approved (5-0).

A vote was called on the underlying motion. Mr. Jorczak motioned to approve PBD 2022-075(B): 520 & 540 Flagler Road, North Interchange Issuance of a Development Order, Mr. Scudiero seconded it. Vote was called, and the motion was approved (5-0).



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: October 18, 2022

Subject: 520 & 540 Flagler Road, North Interchange, Issuance of a Development Order

Commission Goal: Community Development - Other

Introduction

This is a request submitted by BHT Holdings LLC, for a zoning map amendment from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development) and the issuance of a development order. The North Interchange Planned Business Development seeks to allow (1) business and storage warehouses, (2) indoor mini self-storage, (3) and outdoor RV and boat storage. The site plans submitted include two (2) buildings of 11,999 square feet for industrial flex space at 520 Flagler Road and a four (4)-story indoor self-storage facility of approximately 110,900 square feet and 28 recreational vehicle and boat storage spaces at 540 Flagler Road. The subject property is approximately 5.73 acres and is located at 520 and 540 Flagler Road. This agenda item, is for the issuance of the development order.

Background

The subject property has a future land use of "Tourist Commercial" and a B-7 (Highway Tourist Commercial) zoning designation. The property is currently vacant and this is the first development application for these properties. Below is a summary of the project with specific requests of the Planned Business Development shown in bold:

1. The site is approximately 5.73 acres and includes 520 and 540 Flagler Road.

520 Flagler Road (Flex space)

2. The property is 2.4 acres.
3. **The use is an industrial flex space that allows storage or business warehouses (small office and storage area).**
4. **The building architecture is Neo-Eclectic. The project has sought to allow metal exterior surface areas.**
5. There are two (2) buildings proposed each of 11,999 square feet. The buildings

- are proposed at one-story.
6. The project would extend Flagler Road where it currently ends and widen Flagler Road from the subject property to Broadway Avenue.
 7. A public sidewalk along Flagler Road would be constructed.
 8. The building coverage is proposed at 23.6% of the site (35% allowed). The lot coverage is 48.6% (75% allowed).
 9. The required tree preservation area is 15% and 16.3% is provided.
 10. The project engineer provided a traffic statement based upon the Institute of Transportation Engineers (ITE) manual. It is expected that the project would generate a total of 167 average daily trips with 22 occurring in the AM peak hour and 23 trips occurring in the PM peak hour.
 11. The project has provided an increased front landscape buffer in terms of width and material.

540 Flagler Road (Indoor storage and RV/boat parking)

12. The property is 3.40 acres.
13. **The use is an indoor self-storage facility and outdoor RV/Boat storage**
14. **The building architecture is Neo-Eclectic. The project has sought to allow metal exterior surface areas.**
15. **The project is seeking an additional wall sign and additional allowable square footage. The project is allowed one wall sign of 92.5 square feet and seeks three (3) wall signs to total 450 square feet.**
16. **The project abuts I-95 right-of-way for 14.92 feet. By touching the I-95 right-of-way, a 60' Greenbelt buffer is required. The applicant is seeking to reduce the landscape requirement to 10' landscape buffer.**
17. The indoor self-storage facility is a four-story structure of 110,600 square feet. The total building height is 55'. The B-7 zoning district allows a building height of 75'. The project also seeks to allow 28 RV and boat parking spaces. The RV and boat parking spaces would have a three (3) sided canopy wall/structure.
18. The Floor Area Ratio (FAR) allowed with the "Highway Tourist Commercial" land use is 1.5 and would allow a maximum building size of 222,156. The proposed Floor Area Ratio is 0.75.
19. The project proposes to construct Flagler Road where it currently ends to Rosemary Street.
20. The project proposes to construct drainage, including an easement to the private stormwater system for Flagler Road.
21. A public sidewalk along Flagler Road would be constructed.
22. Developer shall construct approximately 1,400 linear feet of eight (8") inch water main loop. The connection of the loop will improve water pressure for this property and other properties in this area.
23. The required tree preservation area is 15% and 15.5% is provided.
24. The project engineer provided a traffic statement based upon the Institute of Transportation Engineers (ITE) manual. It is expected that the project would generate a total of 277 average daily trips with 17 occurring in the AM peak hour and 29 trips occurring in the PM peak hour.
25. The project has provided an increased front landscape buffer in terms of width

and material.

Discussion

The North Interchange Planned Business Development seeks to allow (1) business and storage warehouses, (2) indoor mini self-storage, (3) and outdoor RV and boat storage. The site plans submitted include two (2) buildings of 11,999 square feet for industrial flex space at 520 Flagler Road and a four (4)-story indoor self-storage facility of approximately 110,900 square feet and 28 recreational vehicle and boat storage spaces at 540 Flagler Road. The project is seeking the PBD to allow (1) certain industrial style uses, (2) request additional wall signage, (3) allow certain building architecture, and (4) modify the I-95 Greenbelt buffer. The project has included a number of public benefits that includes road construction, road reconstruction, drainage for roadways, increase landscape buffer widths, and utility improvements.

Planning Board Review

There were two items where SPRC staff and the applicant differed: (1) additional wall signage and (2) I-95/Greenbelt buffer. The Planning Board was not supportive of the applicant's request for three (3) signs that totals 450 square feet. The Planning Board recommended the allowance of two (2) signs for a total of 200 square feet. The applicant also requested to reduce the 60' Greenbelt landscape abutting a 14.92' area of the property that abuts Interstate 95 to a ten (10') foot landscape buffer. The applicant demonstrated that the 60' buffer would impact the site design. The Planning Board recommended a modification that would reduce the parking area of two (2) parking spaces and provide a lesser Greenbelt buffer.

Planning Board members were supportive of the proposed uses based upon the location of the property. There were no members of the public who spoke for or against the project. The Planning Board minutes are attached to this agenda item. The Planning Board recommended for approval of the project with a 5-0 vote. For the item related to wall signage, the Board was split (3-2) regarding the request for additional wall signage and recommended a maximum of two (2) signs for a total of 200 square feet of wall signage.

Staff has provided an exhibit with three (3) options for the landscape buffer request that includes:

- (1) Applicant request for a 10' landscape buffer abutting the I-95 area;
- (2) A 60' landscape buffer abutting the I-95 area resulting in the loss of two RV and boat parking spaces; or
- (3) A 30' landscape buffer abutting the I-95 area resulting in the impacting of two RV and boat parking spaces.

Budget Impact

There is no direct budget impact of the proposed project.

Citizen Impact

City staff has not received any correspondence objecting to the proposed zoning map amendment. The project is located in a commercial corridor.

Recommendation

It is recommended that the City Commission approve Planned Business Development Order that seeks to allow (1) business and storage warehouses, (2) indoor mini self-storage, (3) and outdoor RV and boat storage. The site plans submitted include two (2) buildings of 11,999 square feet for industrial flex space at 520 Flagler Road and a four (4)-story indoor self-storage facility of approximately 110,900 square feet and 28 recreational vehicle and boat storage spaces at 540 Flagler Road. The subject property is approximately 5.73 acres and is located at 520 and 540 Flagler Road. The Planning Board recommended approval (5-0) with the following determinations:

PBD Request	Planning Board Recommendation	Applicant
1. Uses	Approval	Approval
2. Signage	Two (2) wall signs to total 200 square feet.	Three (3) wall signs to total 450 square feet.
3. Building architectural	Approval	Approval
4. I-95 buffer encroachment	Buffer modification that removes two proposed storage spaces.	Allowance of a 10' buffer from the required 60'.

Attachments:

- 22-35 520 & 540 Flagler Road, North Interchange DO (P22-0155G) (PDF)
- 520 & 540 Flagler Road, North Interchange DO (PDF)
- North Interchange PBD Exhibits (PDF)
- Options for landscape buffer abutting I-95 (PDF)
- 09.08.22, North Interchange, Issuance of a Development Order, PB Report(8.5X11) (PDF)
- DRAFT Planning Board Minutes, North Interchange PBD (PDF)

REVIEWED BY:


 Kelly McGuire, Finance Director 10/7/2022



Claire Whitley, Assistant City Manager 10/10/2022

APPROVED BY:



Joyce A. Shanahan, City Manager 10/12/2022

ORDINANCE NO. 2022-35

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 520 AND 540 FLAGLER ROAD, TO BE KNOWN AS THE “NORTH INTERCHANGE”; AUTHORIZING THE DEVELOPMENT OF THE PROPERTY FOR BUSINESS AND STORAGE WAREHOUSES, INDOOR MINI SELF-STORAGE, AND OUTDOOR RV AND BOAT STORAGE UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, BHT Holdings LLC, a Florida limited liability company, is the owner of real property (“Property Owner”) located at 520 and 540 Flagler Road (Volusia County parcel numbers 3136-01-69-0020 and 3136-01-68-0020), as more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein (the “Property”), and

WHEREAS, the Property Owner has initiated this Ordinance for the issuance of a Development Order for a Planned Business Development to allow (1) business and storage warehouses, (2) indoor mini self-storage, (3) and outdoor RV and boat storage under certain conditions on the Property, consisting of approximately 5.73 acres, to be known as the “North Interchange” as described and depicted in the Planned Business Development (PBD) Development Order attached hereto and incorporated herein, and

WHEREAS, the Property has been rezoned from B-7 (Highway Tourist Commercial) to Planned Business Development (PBD), and

WHEREAS, the proposed Project shall maintain the uses and dimensional standards of the B-7 (Highway Tourist Commercial) zoning district except as otherwise provided in the PBD Development Order, and

WHEREAS, the Planning Board held a public hearing in accordance with Section 1-15(c)(5) of the *Land Development Code*, and has recommended approval of the proposed Development Order for the project, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

- (1) The report and recommendations of the Planning Board;
- (2) The report and recommendations of the Site Plan Review Committee;
- (3) The comments of governmental agencies, utility corporations and individuals, as received, and
- (4) The testimony provided at public hearings, including from the City's planning staff, the Applicant, expert witnesses, and persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that there is competent substantial evidence to support the following:

- (1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

- (2) The proposed development is consistent with the *Comprehensive Plan*;
- (3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
- (4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;
- (5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed;
- (6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as proposed;
- (7) The proposed development is functional in the use of space and aesthetically acceptable;
- (8) The proposed development provides for the safety of occupants and visitors;
- (9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND

BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The application of the Property Owner for the issuance of a Planned Business Development Development Order for the “North Interchange” project is hereby approved. The Mayor and the City Manager are authorized and directed to execute and issue the attached Development Order for the North Interchange Planned Business Development to allow (1) business and storage warehouses, (2) indoor mini self-storage, (3) and outdoor RV and boat storage under certain conditions on the Property, consisting of approximately 5.73 acres.

SECTION THREE. Section 2-36(c) of the *Land Development Code* allows the inclusion of any use allowed under the Land Development Code for any district within a Planned Business Development District. The (1) business and storage warehouses, (2) indoor mini self-storage, (3) and outdoor RV and boat storage uses for the Planned Business Development as shown, described, and depicted in Exhibit “C” to the PBD Development Order are hereby granted.

SECTION FOUR. Section 3-48(B) of the Land Development Code provides that alternative wall signage may be approved by the City Commission through planned developments and special exceptions. The project is allowed one wall sign of 92.5 square feet. The Planned Business Development seeks to allow three signs to total 450 square feet on the

north, south, and west building frontages. The Planning Board's recommendation to allow a maximum of two wall signs to total a maximum of 200 square feet is hereby granted.

SECTION FIVE. Section 3-67(c) of the Land Development Code allows developments within the Planned Business Development to establish specific architectural standards for buildings with a project. The architectural elevations for the buildings within the "North Interchange" Planned Business Development as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby approved.

SECTION SIX. Section 2-73 of the Land Development Code requires a 60-foot Greenbelt landscape area abutting I-95. The project touches the I-95 right-of-way for a distance of 14.92-feet. The applicant is seeking to provide a 10-foot landscape buffer abutting the 14.92-feet and to provide the required landscape material on the development. The Planning Board's recommendation for the landscape buffer, resulting in a loss of two of the proposed outdoor storage spaces, as shown, described, and depicted on Exhibit "D" to the PBD Development Order is hereby approved.

SECTION SEVEN. The Applicant, including the Applicant's successors and assigns, shall at all times fully comply with the terms and conditions of the PBD Development Order.

SECTION EIGHT. This Ordinance shall take effect immediately upon its adoption. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED UPON at the first reading of the City Commission this 18th day of October, 2022.

PASSED UPON at the second and final reading of the City Commission this 1st day of November, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE: **Application of:** BHT Holdings LLC, a Florida limited liability company
 Application No. 2022-075
 Project Name: North Interchange
 Property Address: 520 and 540 Flagler Road
 Parcel ID No.: 3136-01-69-0020 and 3136-01-68-0020

**PLANNED BUSINESS
DEVELOPMENT
DEVELOPMENT ORDER**

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on October 18, 2022, and November 1, 2022, and the City Commission having considered those items as required by Chapter 1, Article II, Section 1-18(e) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;
2. The proposed development is consistent with the *Comprehensive Plan*;
3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;
5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as proposed;
7. The proposed development is functional in the use of space and aesthetically acceptable;
8. The proposed development provides for the safety of occupants and visitors;
9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; and
10. The testimony provided at public hearings.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of BHT Holdings LLC, a Florida limited liability company, the owner of real property (“Property Owner”) located at 520 and 540 Flagler Road (Volusia County parcel numbers 3136-01-69-0020 and 3136-01-68-0020), as more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein (“Property”), for a Development Order for a Planned Business Development to be known as the “North Interchange”, to allow (1) business and storage warehouses, (2) indoor mini self-storage, (3) and outdoor RV and boat storage under certain conditions on 5.73 acres and associated site improvements on that Property more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-36, PBD, Planned Business Development District, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified hereby, shall at all times be strictly complied with;
2. The outstanding comments from the Site Plan Review Committee list in Exhibit “B” shall be satisfied;
3. Full and complete compliance with the Planned Business Development Conditions described in Exhibit “C”;
4. Full and complete compliance with the Applicant’s Site Plan attached as Exhibit “D”;

B. The final plans for the development project shall be consistent with all the conditions listed in this Development Order and as depicted in the plans that are attached hereto and incorporated herein by reference as Exhibit “D”.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Business Development Order approved for this development project, and of the *Land Development Code*.

E. If the final plan approval lapses under the provisions of Section 1-14(3) of the *Land Development Code* before the planned development permit can be established, a new application for a Planned Business Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

F. In the event the use of the land approved by this Planned Business Development Order is abandoned for a period of two (2) years any permit issued hereunder and this Planned Business Development Order shall automatically become void and a Notice of Final Plan Revocation shall be filed under the provisions of Section 1-14(3)(b) of the *Land Development Code*, and a new application for a Planned Business Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

G. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City’s Special Master.

H. In the event a building permit has not been issued within thirty-six (36) months, which date shall be November 1, 2025, then this Development Order shall automatically become void and shall have no further legal effect per Chapter 1, Article II, Section 1-14(3)(a), of the *Land Development Code*. If a building or site engineering permit is issued on or before November 1, 2025 the project shall be vested.

I. This Planned Business Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Property Owner, and shall be binding on the Property Owner, and its successors and assigns, and shall run with the real property described in Exhibit “A” attached hereto.

ORDERED this 1st day of November, 2022.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida
municipal corporation

By: _____
BILL PARTINGTON
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"**Page 1 of 3****520 Flagler Road****LEGAL DESCRIPTION (from A1A Surveying Inc., dated March 31, 2022)****LEGAL DESCRIPTION:**

BEING A PORTION OF LOTS 1 THROUGH 6, BLOCK 68 AND ALL OF LOTS 2 THROUGH 9, 12 THROUGH 14, BLOCK 69, FURTHER TOGETHER WITH ALL OF THE UN-CONSTRUCTED BENTON STREET LYING SOUTHERLY OF FLAGLER ROAD: NORTHERLY OF THE RAILROAD RIGHT OF WAY, NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING WESTERLY OF U.S. HIGHWAY No. 1 (STATE ROAD No. 5) BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGIN AT THE NORTHEASTERLY CORNER OF LOT 9, BLOCK 69, NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE, FLAGLER ROAD, A 60 FOOT RIGHT OF WAY AS NOW LAID OUT, MARKED BY AN IRON ROD AND CAP, ILLEGIBLE,; THENCE DEPARTING SAID SAID WESTERLY RIGHT OF WAY LINE SOUTH 40 DEGREES 16 MINUTES 28 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 9, A DISTANCE OF 140.07 FEET TO A POINT ON THE NORTH LINE OF LOT 15 OF SAID BLOCK 69, THENCE NORTH 54 DEGREES 53 MINUTES 51 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 6.24 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 15; THENCE SOUTH 39 DEGREES 49 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOTS 15 THROUGH 17 OF SAID LOT 69 A DISTANCE OF 159.31 FEET TO THE NORTHWESTERLY CORNER OF LOT 17 OF SAID BLOCK 69, MARKED BY A IRON PIPE AND CAP, ILLEGIBLE, ALSO BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE, FLORIDA EAST COAST RAILROAD COMPANY STATION, A 100 FOOT WIDE RIGHT OF WAY AS NOW LAID OUT,; THENCE NORTH 49 DEGREES 46 MINUTES 24 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID EAST COAST RAILROAD COMPANY STATION A DISTANCE OF 336.82 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY NORTH 40 DEGREES 16 MINUTES 28 SECONDS EAST, A DISTANCE OF 300.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID FLAGLER ROAD; THENCE SOUTH 46 DEGREES 45 MINUTES 44 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, DISTANCE OF 341.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 101,764 SQUARE FEET OR 2.336 ACRES MORE OR LESS.

EXHIBIT "A"
Page 2 of 3

540 Flagler Road

LEGAL DESCRIPTION (from A1A Surveying Inc., dated March 31, 2022)

LEGAL DESCRIPTION:

BEING A PORTION OF LOTS 1 THROUGH 6, ALL OF LOTS 8 THROUGH 15, A PORTION OF LOT 16 AND DEMONSTRATION GARDEN, NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING WESTERLY OF U.S. HIGHWAY No. 1 (STATE ROAD No. 5), BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

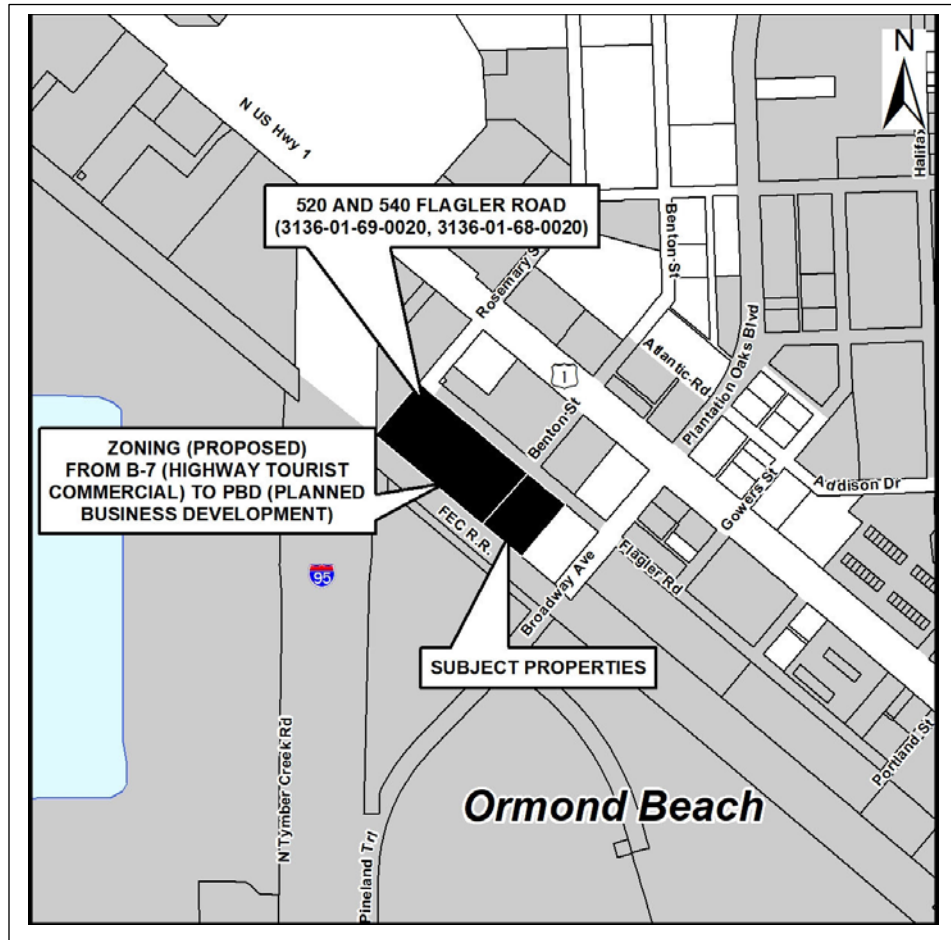
COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 16, BLOCK 68, NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE, FLAGLER ROAD, A 60 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE SOUTH 49 DEGREES 45 MINUTES 44 SECONDS EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY SOUTH 49 DEGREES 45 MINUTES 44 SECONDS, A DISTANCE OF 493.18 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE SOUTH 40 DEGREES 16 MINUTES 28 SECONDS WEST, A DISTANCE OF 300.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE, FLORIDA EAST COAST RAILROAD COMPANY STATION, A 100 FOOT WIDE RIGHT OF WAY AS NOW LAID OUT; THENCE NORTH 49 DEGREES 46 MINUTES 24 SECONDS WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 483.08 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, THENCE ALONG EASTERLY RIGHT OF WAY LINE FOR INTERSTATE 95 NORTH 01 DEGREES 09 MINUTES 56 SECONDS EAST, A DISTANCE OF 14.92 FEET; THENCE DEPARTING SAID RIGHT OF WAY NORTH 40 DEGREES 07 MINUTES 16 SECONDS EAST, A DISTANCE OF 288.52 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 147,892 SQUARE FEET OR 3.395 ACRES MORE OR LESS.

EXHIBIT "A"

Page 3 of 3

LOCATION MAP



PARCEL ID:	3136-01-69-0020 and 3136-01-68-0020
OWNER:	BHT Holdings, LLC
APPLICANT:	BHT Holdings, LLC
PBD ADDRESS:	520 and 540 Flagler Road

EXHIBIT “B”**Page 1 of 2****Site Plan Review Committee outstanding comments****Project Name: PZ-22-076, 520 Flagler Road****Project Description: North Interchange Industrial Flex Space, Flagler Road, (two 11,999 SF buildings on 2.34 acres)**

Review Comments List Date: 8/29/2022

Ref. # 45, Civil Engineer, David Allen

Civil-Det Pond, Stormwater Report - Industrial Flex Space.pdf

With the seasonal high groundwater table estimated at 27.+, and the normal water elevation set at 26.5, will there be a base flow into this pond?

Ref. # 47, Civil Engineer, David Allen

Civil-Inlet I-04, 07 DRAINAGE.pdf

The top of inlet I-04 appears to be lower than the peak stage of the pond, which would be submerged in the design storm.

Ref. # 19, Planner 3, Becky Weedo

Property is in Flood Zone X, 06 SITE LAYOUT.pdf

Per Section 3-18(f)(7) of the City Land Development Code, to prevent increased flood damage outside of special flood hazard areas the lowest floor of new principal buildings must be elevated at least 18 inches above the crown of road, unless the city engineer approves a lower height based on site-specific conditions.

Please indicate the FFE of the buildings and the crown of the road of Flagler Road.

Ref. # 46, Planner 3, Becky Weedo

Letter from City Engineer, 06 SITE LAYOUT.pdf

The letter from the City Engineer will be required prior to signing off on floodplain management.

Ref. # 54, Planning Director, Steven Spraker

Project requires City Commission action prior to SPRC action

Project Name: PZ-22-075, 540 Interchange Boulevard**Project Description: North Interchange Self Storage, Flagler Road (110,900 SF building, 28 RV/Boat spaces) on 3.4 acres**

Review Comments List Date: 8/29/2022

Ref. # 68, Civil Engineer, David Allen

Civil-Truck Turn, 25 TRUCK TURN.pdf

Will the dumpster truck have difficulty with this location? Does it need to have amore straight on approach? Will the truck back into the building?

Show with turn software the pick-up and back out.

Ref. # 69, Civil Engineer, David Allen

Civil-hydraulic Grade Line, 09 DRAINAGE.pdf

EXHIBIT “B”

Page 2 of 2

Based on the Storm Sewer Design, there is limited change in the hydraulic grade line from MES with surface at 28.44 to the inlet at I07. This is over 230 LF of pipe. Please recheck the hydraulic grade line calculation.

Ref. # 70, Civil Engineer, David Allen

Civil-Drive Aisle, 07 SITE LAYOUT.pdf

Based on the City of Ormond Beach Land Development Code, Section 2-54, Conditional and Special Exception Regulations, Subsection 67 Recreational Vehicles/Boat Storage, Subsection c

1. All single-loaded driveways shall have a minimum width of twenty feet (20').
2. All double-loaded driveways shall have a minimum width of thirty feet (30').

Please revise site plan to reflect one of these conditions.

Ref. # 56, Landscape Architect, Cara Culliver

60' Greenbelt, L1 LANDSCAPE PLAN.pdf

- The greenbelt requires a 60' depth and 60% of this area shall have native plant materials.

Ref. # 71, Landscape Architect, Cara Culliver

60' I-95 Greenbelt Requirement, L1 LANDSCAPE PLAN.pdf

- The client is asking for a Greenbelt waiver and will be determined by the City Commission.

Ref. # 28, Planner 3, Becky Weedo

Property is in Flood Zone X, 07 SITE LAYOUT.pdf

Per Section 3-18(f)(7) of the City Land Development Code, to prevent increased flood damage outside of special flood hazard areas the lowest floor of new principal buildings must be elevated at least 18 inches above the crown of road, unless the city engineer approves a lower height based on site-specific conditions.

Please indicate the FFE and the crown of road on Flagler Road.

Ref. # 49, Planner 3, Becky Weedo

City Engineer Letter, 07 SITE LAYOUT.pdf

Will need the City Engineer letter prior to floodplain management signoff.

Ref. # 60, Planning Director, Steven Spraker

Planning, Signage Request, Noth Interchange Planned Business Development.pdf

The signage request seeks three signs totaling 790 square feet. The code allowance is one sign for 92.5 square feet. Staff cannot support 790 square feet of signage.

For the Interchange Depot project, two signs were allowed that totaled 200 square feet. This would be staff's recommendation. the applicant can request additional signage, staff would recommend a maximum of 200 square feet - the Planning Board and City Commission would make the final determination.

EXHIBIT "C"
Page 1 of 4

**NORTH INTERCHANGE
PLANNED BUSINESS DEVELOPMENT CONDITIONS**

1. The site is approximately 5.73 acres and includes 520 and 540 Flagler Road.
2. Section 2-36(c) of the Land Development Code allows the inclusion of any use allowed under the Land Development Code for any district within a Planned Business Development District. The following uses are allowed within the North Interchange Planned Business Development:

Permitted uses:

- A. Adult Day Care Center
- B. Assisted Living Facility
- C. Business and Professional Offices
- D. Business Service
- E. Clubs and Fraternal Organization
- F. Cosmetic Tattooing
- G. Financial Institution
- H. Instructional Physical Activity
- I. Retail Sales and Service
- J. Veterinarian
- K. Warehouse, Business
- L. Warehouse, Storage
- M. RV/Boat Storage
- N. Outdoor Storage
- O. Warehouse, Mini-rental

Conditional Uses

- P. Dwelling, multifamily
- Q. Parking Lot
- R. Personal Services
- S. Public Facilities
- T. Public Utilities
- U. Recreational Facilities, Indoor
- V. Telecommunication Tower, Camouflaged

EXHIBIT “C”

Page 2 of 4

Special Exception Uses

- W. Outdoor Activity
- X. Telecommunication Tower
- Y. Vehicle Rental

3. The dimensional standards for the North Interchange Planned Business Development are as follows:

Required setbacks:

- A. Front: Building setback: 20', Landscape buffer: 10'
- B. Rear: Building setback: 10', Landscape buffer: 6'
- C. Side: Building setback: 10', Landscape buffer: 6'
- D. Side corner: Building setback: 10', Landscape buffer: 6'

Dimensional standards:

- E. Maximum building height: 50'
- F. Maximum lot impervious area: 75%
- G. Required tree preservation: 15%
- H. Maximum building coverage: 40%

Any standard not listed above shall comply with the B-7, Highway Tourist Commercial zoning district.

4. Section 3-67(c) of the Land Development Code allows developments within the Planned Business Development to establish specific architectural standards for buildings with a project. The architectural elevations for the buildings within the “North Interchange” Planned Business Development as shown, described, and depicted in Exhibit “D” to the PBD Development Order are hereby approved

520 Flagler Road (Flex space)

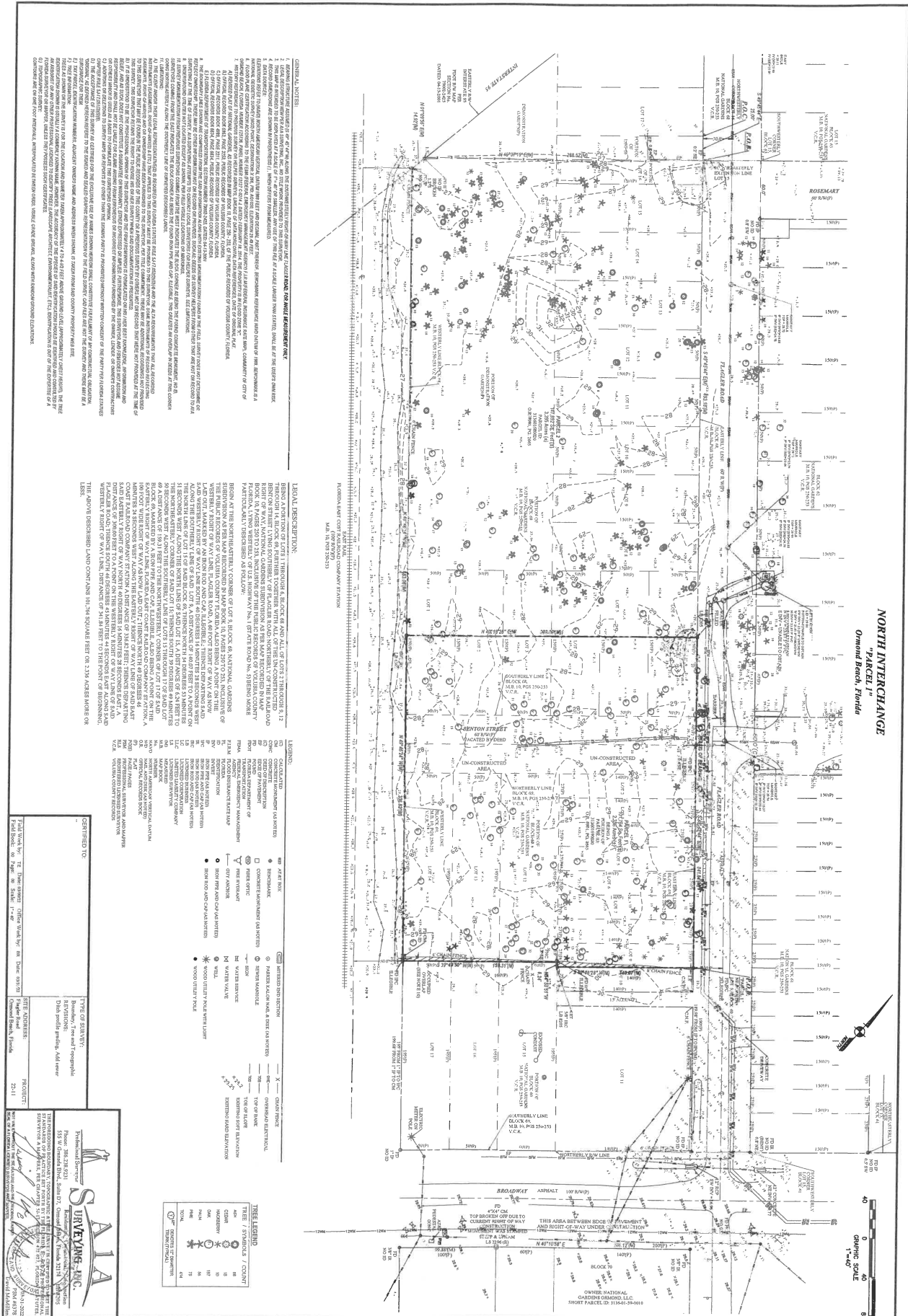
5. The property is 2.4 acres.
6. There are two (2) buildings proposed each of 11,999 square feet. The buildings are proposed at one-story.
7. The project shall extend Flagler Road where it currently ends and widen Flagler Road from the subject property to Broadway Avenue.
8. A public sidewalk along Flagler Road shall be constructed.
9. There are no on-site wetlands and the property is located in flood zone “X”, outside the special flood hazard area.
10. The project requires 37 parking spaces and 52 parking spaces are provided.
11. Utility service shall be provided with an existing eight (8”) inch force main and water line.

EXHIBIT “C”**Page 3 of 4****540 Flagler Road (Indoor storage and RV/boat parking)**

12. The property is 3.40 acres.
13. Section 3-48(B) of the Land Development Code provides that alternative wall signage may be approved by the City Commission through planned developments and special exceptions. The project is allowed one wall sign of 92.5 square feet. The Planned Business Development seeks to allow three (3) signs to total 450 square feet on the north, south, and west building frontages. The Planning Board's recommendation to allow a maximum of two (2) wall signs to total a maximum of 200 square feet is hereby granted.
14. Section 2-73 of the Land Development Code requires a sixty (60') foot Greenbelt landscape area abutting I-95. The project touches the I-95 right-of-way for a distance of 14.92'. The applicant is seeking to provide a 10' landscape buffer abutting the 14.92' and to provide the required landscape material on the development. The Planning Board's recommendation for the landscape buffer, resulting in a loss of two of the proposed outdoor storage spaces, as shown, described, and depicted on Exhibit “D” (option 2) to the PBD Development Order is hereby approved.
15. The indoor self-storage facility is a four-story structure of 110,600 square feet. The total building height is 55'. The B-7 zoning district allows a building height of 75' which shall be limited in the Planned Business Development to 50'. The project also seeks to allow 28 RV and boat parking spaces. The RV and boat parking spaces shall have a three (3) sided canopy wall/structure.
16. The Floor Area Ratio (FAR) allowed with the “Highway Tourist Commercial” land use is 1.5 and would allow a maximum building size of 222,156. The proposed Floor Area Ratio is 0.75.
17. The project shall construct Flagler Road where it currently ends to Rosemary Street.
18. The project shall construct drainage, including the provision of an easement to the private stormwater system for Flagler Road. Prior to the issuance of any Certificate of Occupancy or Completion, the project shall provide a sketch and legal description for the easement and provide an easement acceptable to the City Attorney's office.
19. A public sidewalk along Flagler Road shall be constructed.
20. Developer shall construct approximately 1,400 linear feet of eight (8”) inch water main loop. The connection of the loop will improve water pressure for this property and other properties in this area.

EXHIBIT “C”**Page 4 of 4**

21. There are no on-site wetlands and the property is located in flood zone “X”, outside the special flood hazard area.
22. The project requires 20 parking spaces and 20 parking spaces are provided.
23. The project has provided an increased front landscape buffer in terms of width and material.



[illegible][illegible][illegible]

Atrial Fibrillation			
Study	Year	Study Size	% AF
1	1998	100	10.0
2	1999	200	12.0
3	2000	300	15.0
4	2001	400	18.0
5	2002	500	20.0
6	2003	600	22.0
7	2004	700	25.0
8	2005	800	28.0
9	2006	900	30.0
10	2007	1000	32.0
11	2008	1100	35.0
12	2009	1200	38.0
13	2010	1300	40.0
14	2011	1400	42.0
15	2012	1500	45.0
16	2013	1600	48.0
17	2014	1700	50.0
18	2015	1800	52.0
19	2016	1900	55.0
20	2017	2000	58.0
21	2018	2100	60.0
22	2019	2200	62.0
23	2020	2300	65.0
24	2021	2400	68.0
25	2022	2500	70.0
26	2023	2600	72.0
27	2024	2700	75.0
28	2025	2800	78.0
29	2026	2900	80.0
30	2027	3000	82.0
31	2028	3100	85.0
32	2029	3200	88.0
33	2030	3300	90.0
34	2031	3400	92.0
35	2032	3500	95.0
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39	2036	3900	100.0
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88	2085	8800	100.0
89	2086	8900	

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SEE GEOTECHNICAL REPORT UNIVERSAL ENGINEERING REPORT #14029, DATED JUNE 21, 2022 FOR ALL SUBSURFACE CONDITIONS, GROUNDWATER, SITE PREPARATION FOR PAVEMENT AND ALL EARTHWORK REQUIREMENTS.

2. NO SHOWROOM RETAIL ALLOWED.
3. NO OUTDOOR STORAGE ALLOWED.

DATE	DESCRIPTION
07/1/12	CITY COMMENTS

NEWKIRK

1230 North US1, Suite 100
 Ormond Beach, Florida
 Phone (386) 872-7777
www.NewKirkEngineering.com

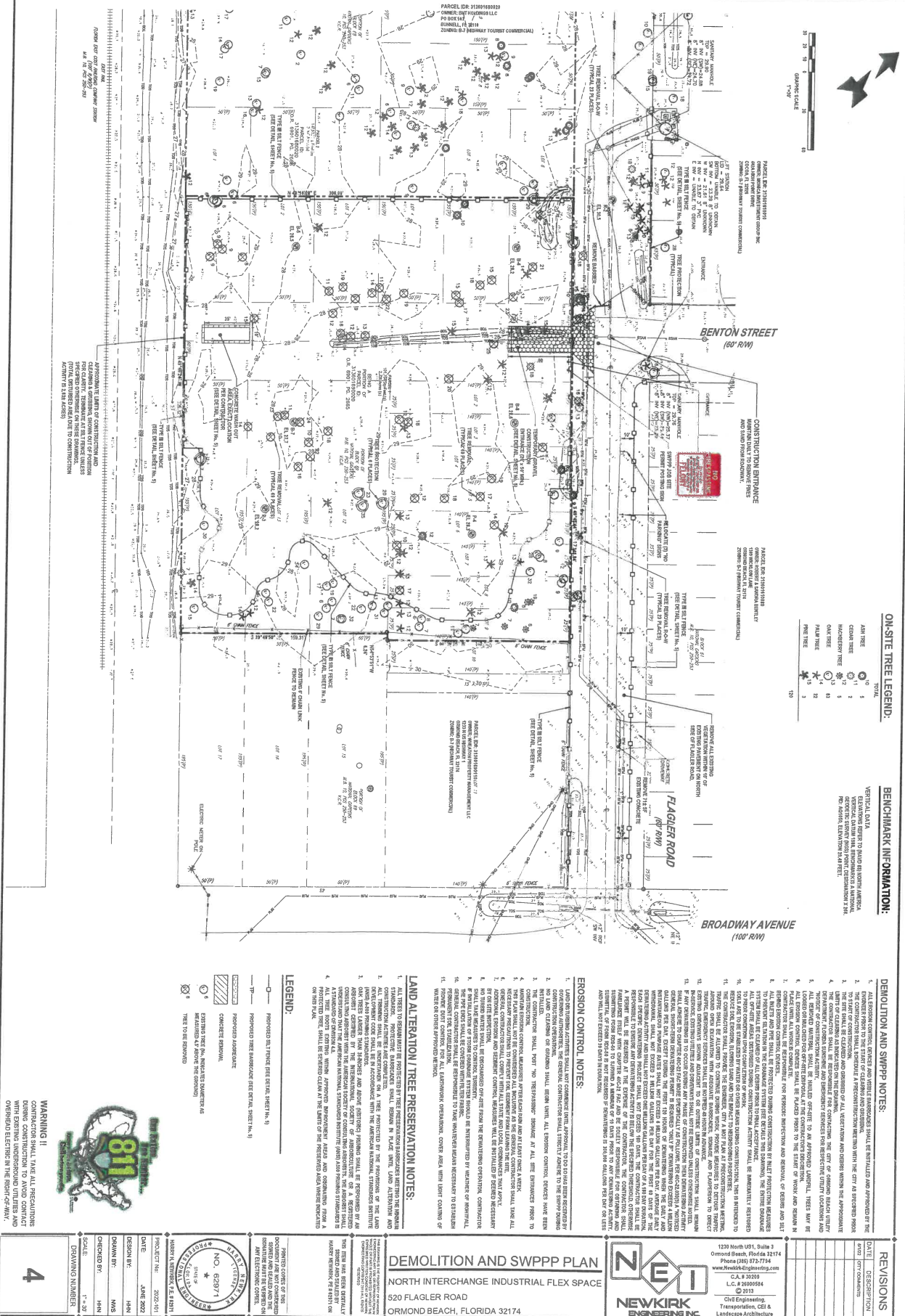
C.A. # 30209
 L.C. # 21009584
 © 2012

Civil Engineering,
 Transportation, CEI

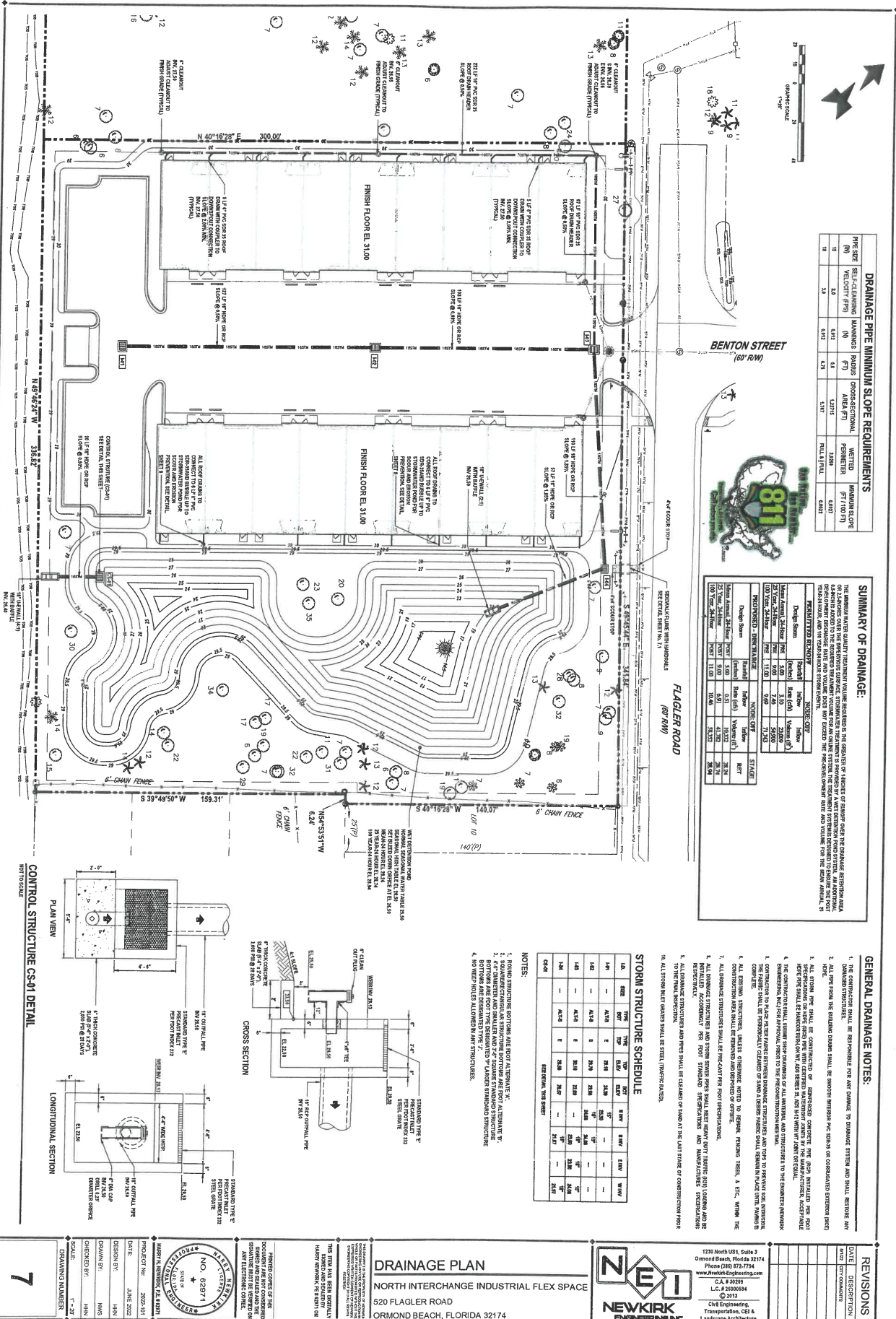
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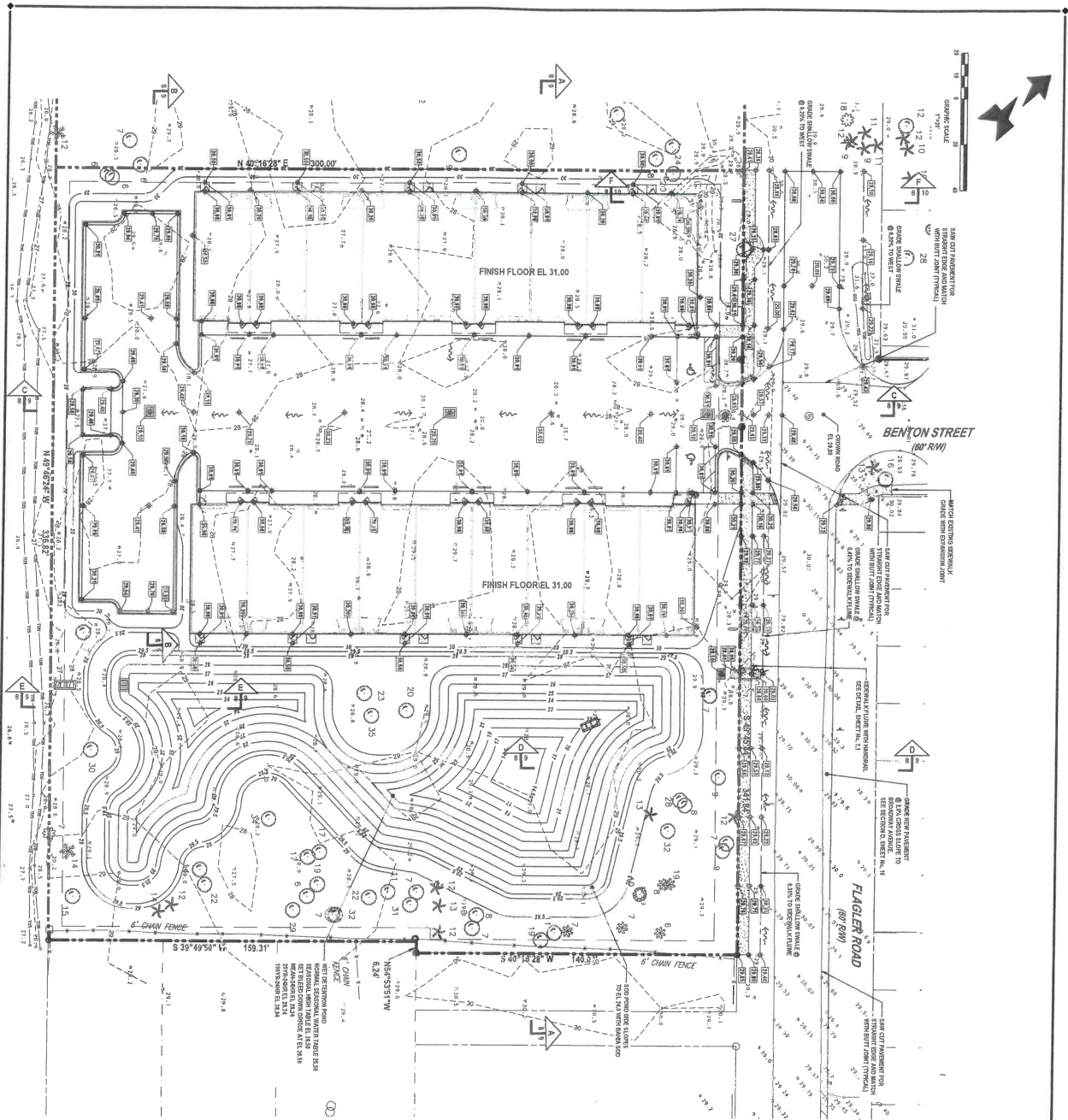
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ESTD. 1934
NATIONAL ARCHIVES
REGISTRATION CENTER

DATE: JUNE 22, 2002
FILE # 82371
FE # 82371
NATIONAL ARCHIVES NETWORK









GENERAL GRADING NOTES:

1. CROSS SLOPES OR ACCORDING TO ADJACENT SLOPES AND ACCESS SHALL NOT EXCEED 4% IN ACCORDANCE WITH SECTION 924 OF F.S.
2. THE MAXIMUM SLOPE SHALL BE AT THE ENTRANCE DOWN MAIN NOT EXCEED 10%.
3. ALL EXISTING LANDSCAPE SHALL HAVE SLOPES NO GREATER THAN 10% IN ANY DIRECTION.
4. ALL EXISTING SHALL HAVE A MINIMUM 1% SLOPE TO DRAINAGE.
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GENERAL EARTHWORK NOTES:

1. FILL SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
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GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- DRAINAGE FLOW ARROW
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION

BENCHMARK INFORMATION:

VERTICAL DATA:
ELEVATION DATA TO BE USED IN THIS PROJECT SHALL BE OBTAINED FROM THE BENCHMARK DATA PROVIDED BY THE CLIENT. THE BENCHMARK DATA SHALL BE USED TO DETERMINE THE ELEVATION OF ALL POINTS IN THE PROJECT.

WARNING!!
ALL UTILITIES ARE TO BE LOCATED AND DEPTH DETERMINED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES.



DATE	DESCRIPTION	REVISIONS
06/20/2020	DESIGN BY: NKS	
06/20/2020	CHECKED BY: NKS	
06/20/2020	SCALE: 1" = 20'	
06/20/2020	DRAWING NUMBER: 8	

GRADING PLAN

NORTH INTERCHANGE INDUSTRIAL FLEX SPACE

520 FLAGLER ROAD

ORMOND BEACH, FLORIDA 32174

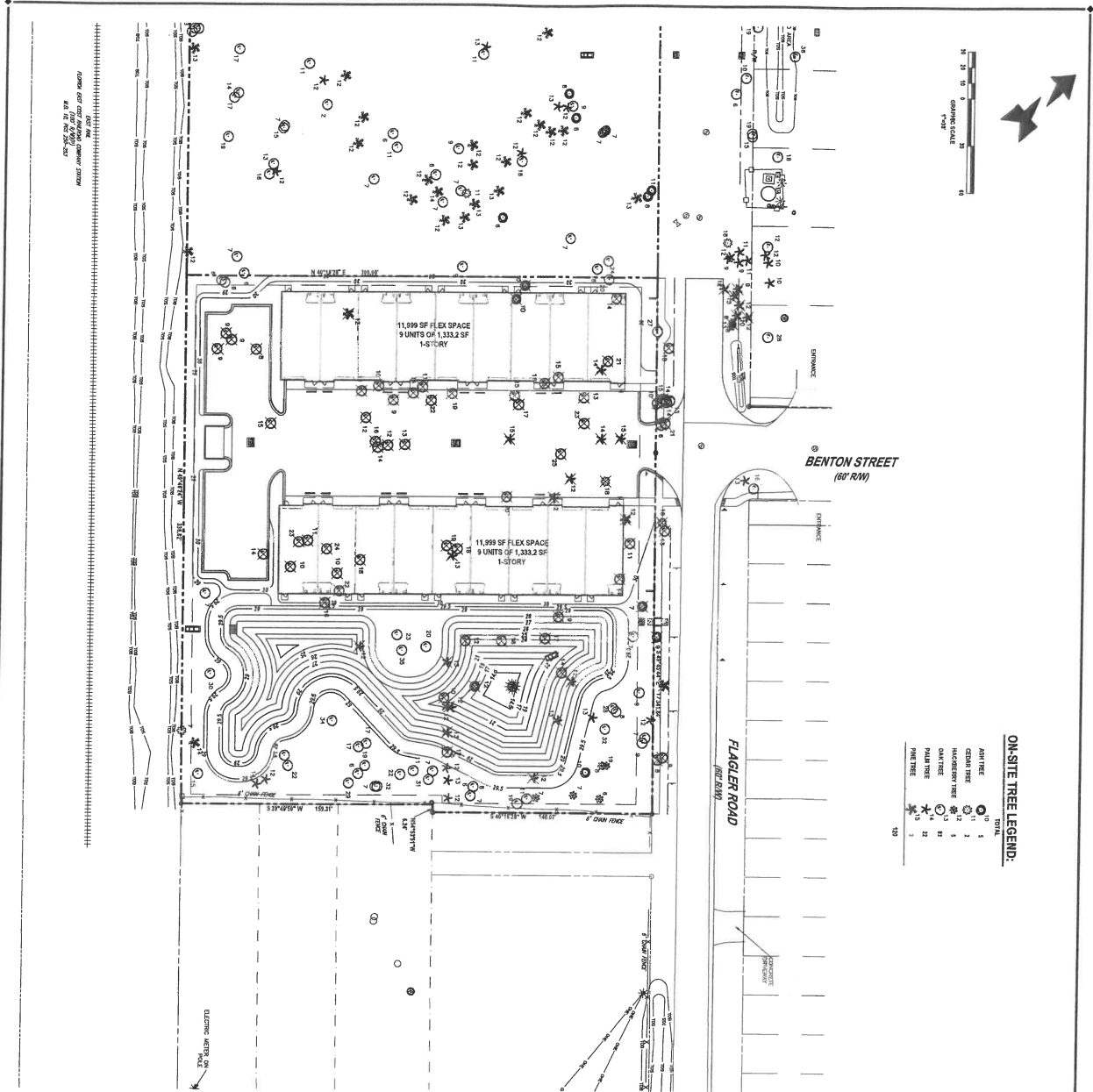
NEI

NEWKIRK ENGINEERING INC.

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 972-7774
Fax (386) 972-7775
C.A. # 900094
L.C. # 900094
Civil Engineering, Transportation, CEI & Landscape Architecture







ON-SITE TREE LEGEND:

SYMBOL	DESCRIPTION
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ON-SITE TREE LEGEND:			
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DATE: 2/20/2022
DESIGN BY: JHM
DRAWN BY: JHM
CHECKED BY: JHM
SCALE: 1" = 20'

REVISIONS

DATE	DESCRIPTION
2/20/2022	22

NEWKIRK ENGINEERING

1220 North US1, Suite 3
Ormond Beach, Florida 32174
Phone: (386) 874-7744
Fax: (386) 874-7744
C.A. # 36205
F.L.A. # 100000000
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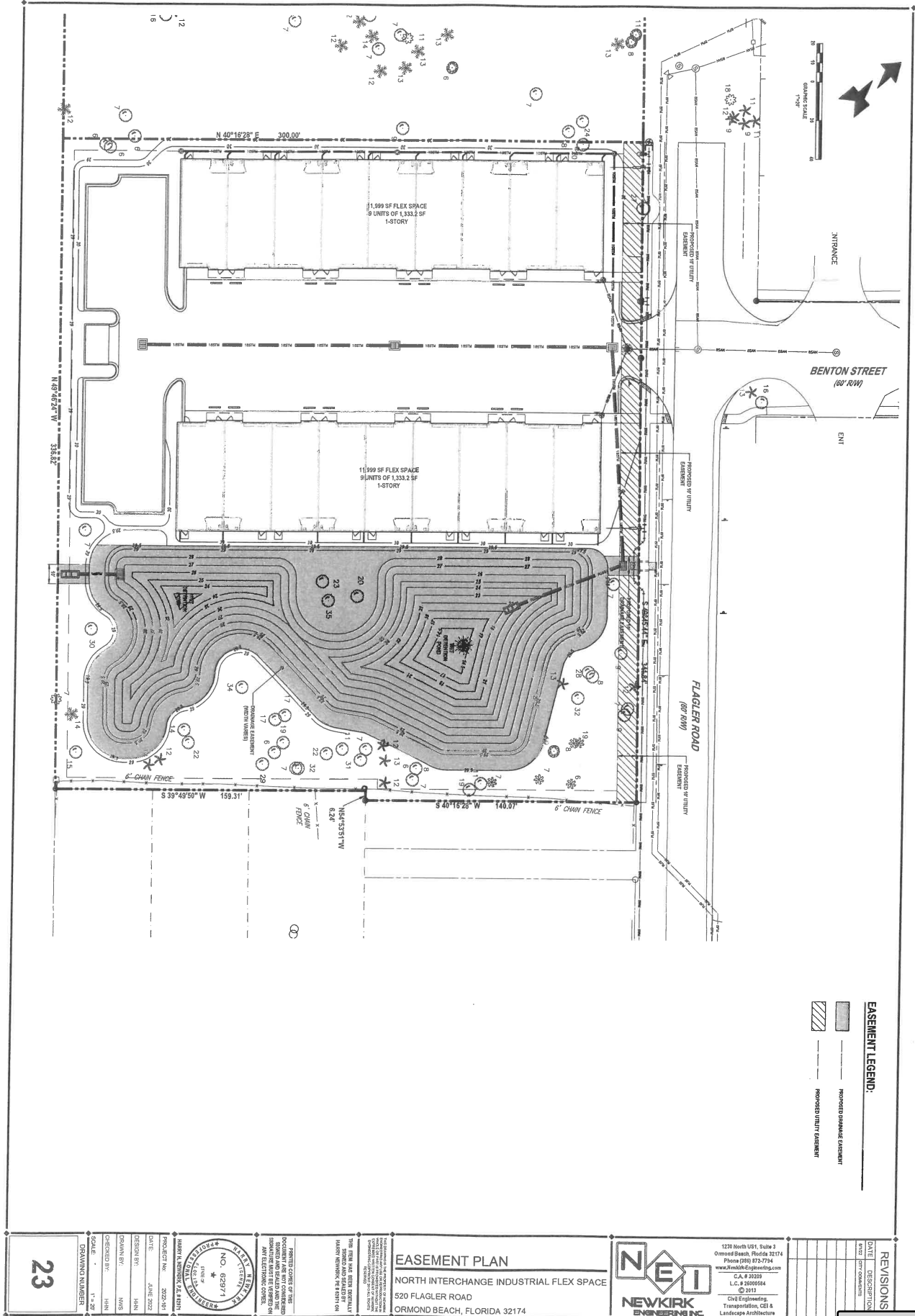
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ENGINEERING: JHM
LANDSCAPE ARCHITECTURE: JHM

TREE PROTECTION PLAN

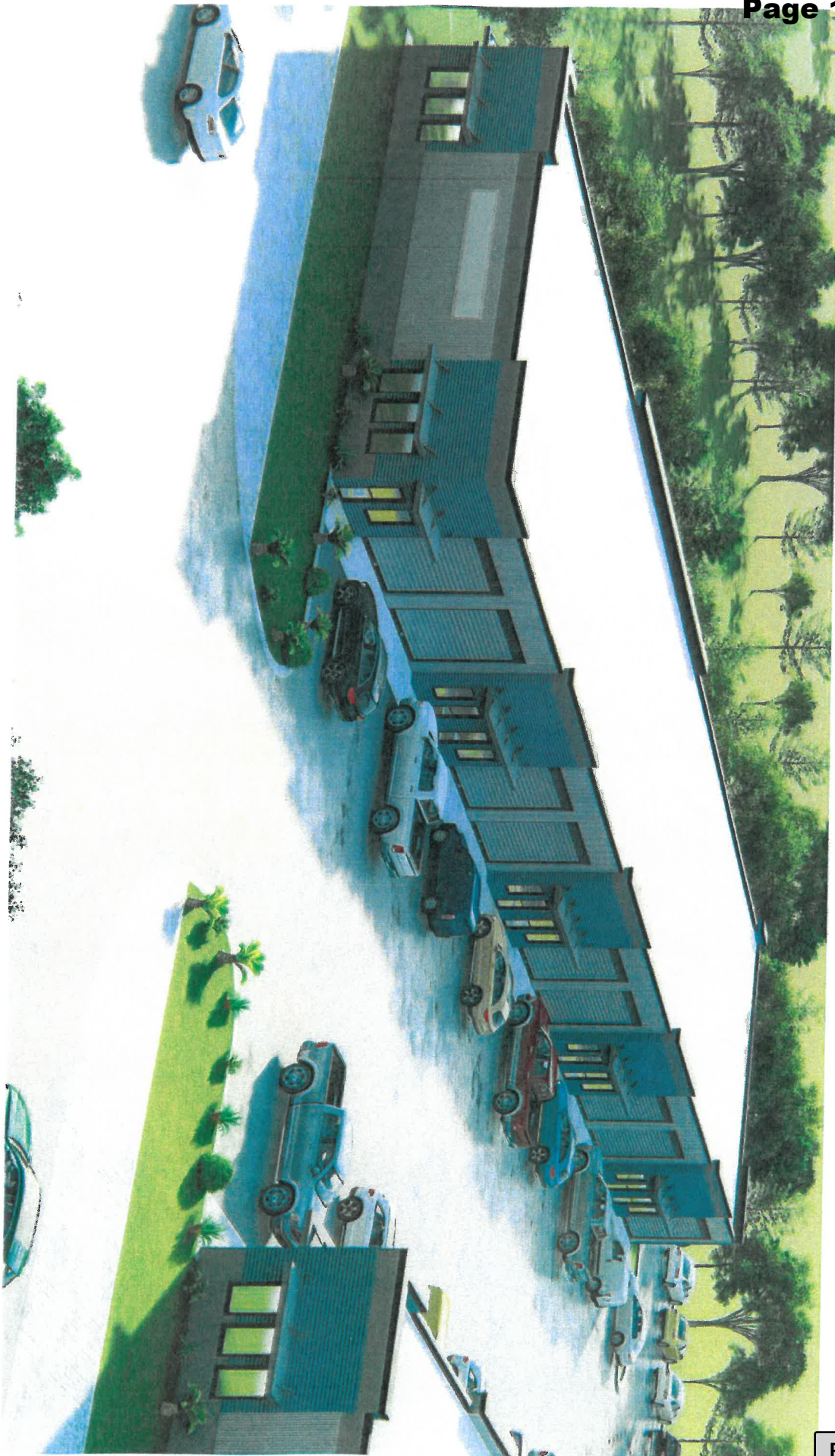
NORTH INTERCHANGE INDUSTRIAL FLEX SPACE

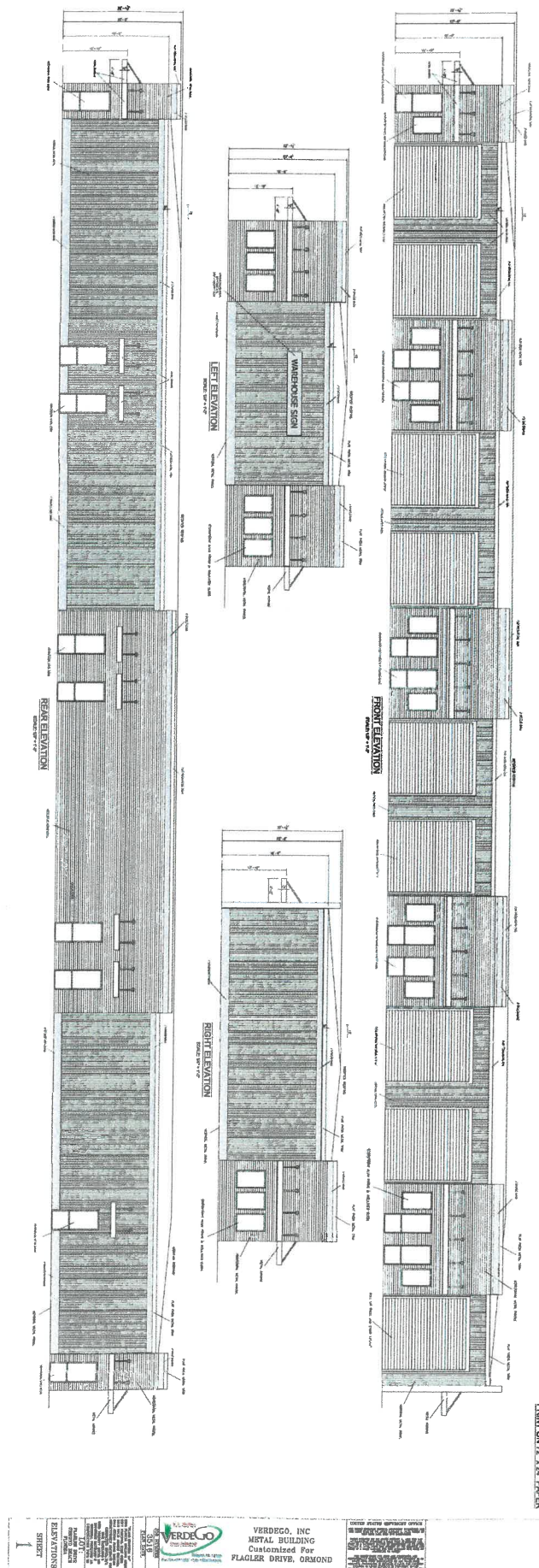
520 FLAGLER ROAD

ORMOND BEACH, FLORIDA 32174











GENERAL CONSTRUCTION NOTES

- [illegible]

SITE AND GENERAL INFORMATION

- [illegible]

NOTE: NOT ALL SYMBOLS SHOWN HERE MAY BE APPLICABLE TO THESE DRAWINGS. ALSO THERE MAY BE

- | SYMBOL | DESCRIPTION | SYMBOL | DESCRIPTION |
|--------|------------------------------|--------|---|
| | REINFORCED CONCRETE BEAM | | REINFORCED CONCRETE COLUMN |
| | BORING ID | | EXISTING BASEMENT |
| | EXISTING CABLE TV/RECEPTACLE | | EXISTING UNDERGROUND MASTER OPTIC CABLE |
| | EXISTING CALL ON FLUE | | EXISTING DOWN MASTER IN INDICATES SIZE |
| | EXISTING CLEAN OUT | | EXISTING GAS MAIN |
| | EXISTING ELECTRIC METER | | EXISTING OVERHEAD ELECTRIC CABLE |
| | EXISTING ELEVATION 60FT | | EXISTING LAY WATER MAIN IN INDICATES SIZE |
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SITE DEVELOPMENT USAGE

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND

TRAFFIC DESIGN STANDARDS - 2022 / 2023 AND QUALIFIED PRODUCTS LIST		
ITEM NO.	DESCRIPTION	INDEX NO.
15-004	TEMPORARY PERSONNEL AND EQUIPMENT CONTROL	16-049
20-049	CONSTRUCTION PERSONNEL - TYPE 1 AND 2	16-050
42-042	CONSTRUCTION PERSONNEL - TYPE 1	16-051
42-043	CONSTRUCTION PERSONNEL - TYPE 2	16-052
52-001	CONSTRUCTION PERSONNEL - TYPE 3	16-053
52-002	CONSTRUCTION PERSONNEL - TYPE 4	16-054
52-003	CONSTRUCTION PERSONNEL - TYPE 5	16-055
52-004	CONSTRUCTION PERSONNEL - TYPE 6	16-056
52-005	CONSTRUCTION PERSONNEL - TYPE 7	16-057
52-006	CONSTRUCTION PERSONNEL - TYPE 8	16-058
52-007	CONSTRUCTION PERSONNEL - TYPE 9	16-059
52-008	CONSTRUCTION PERSONNEL - TYPE 10	16-060
52-009	CONSTRUCTION PERSONNEL - TYPE 11	16-061
52-010	CONSTRUCTION PERSONNEL - TYPE 12	16-062
52-011	CONSTRUCTION PERSONNEL - TYPE 13	16-063
52-012	CONSTRUCTION PERSONNEL - TYPE 14	16-064
52-013	CONSTRUCTION PERSONNEL - TYPE 15	16-065
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52-019	CONSTRUCTION PERSONNEL - TYPE 21	16-071
52-020	CONSTRUCTION PERSONNEL - TYPE 22	16-072
52-021	CONSTRUCTION PERSONNEL - TYPE 23	16-073
52-022	CONSTRUCTION PERSONNEL - TYPE 24	16-074
52-023	CONSTRUCTION PERSONNEL - TYPE 25	16-075
52-024	CONSTRUCTION PERSONNEL - TYPE 26	16-076
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52-034	CONSTRUCTION PERSONNEL - TYPE 36	16-086
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52-048	CONSTRUCTION PERSONNEL - TYPE 50	16-100
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52-298	CONSTRUCTION PERSONNEL - TYPE 300	16-350
52-299	CONSTRUCTION PERSONNEL - TYPE 301	16-351
52-3		

FDOT GENERAL NOTES:

- [illegible]

VOLUSIA COUNTY CONSTRUCTION NOTES

- [illegible]

ABBREVIATIONS

[illegible]

SITE GEOTECHNICAL CONSIDERATIONS

- SEE GEOTECHNICAL REPORT UNIVERSAL ENGINEERING SCIENCES (REPORT #140250, DATED JUNE 21, 2022) FOR ALL SUBSURFACE CONDITIONS, GROUNDWATER SITE PREPARATION FOR PAVEMENT AND ALL EXISTING/NEW UTILITIES.

PROVISIONS

DATE	DESCRIPTION
8/2/21	CITY COMMENTS
8/24/21	CITY COMMENTS

DEVELOPMENT INFORMATION
NORTH INTERCHANGE STORAGE

540 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174





1. ALL EROSION CONTROL DEVICES AND VISIBLE BARRICADES SHALL BE INSTALLED AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CLEARING AND GRUBBING.
2. THE CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE CITY AS SPECIFIED PRIOR TO START OF CONSTRUCTION.
3. THE SITE SHALL BE CLEARED AND GRUBBED OF ALL VEGETATION AND DEBRIS WITHIN THE APPROPRIATE LIMITS OF CLEARING AS INDICATED ON THE DRAWING.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.

EROSION CONTROL NOTES

- [illegible]

LAND ALTERATION / TREE PRESERVATION NOTES

- [illegible]

LEGEND:

- | | |
|---|---|
|  | PROPOSED PIN LOCATION (SEE DETAIL SHEET No. 9) |
|  | PROPOSED WIRE Baffle/CASE (SEE DETAIL SHEET No. 9) |
|  | PROPOSED AIRPLANE |
|  | EXHAUST TIME (NO. INKETS IS QUANTITIES AS
MEASURED 45° ABOVE THE GROUND) |
|  | TIE TO BE REMOVED |



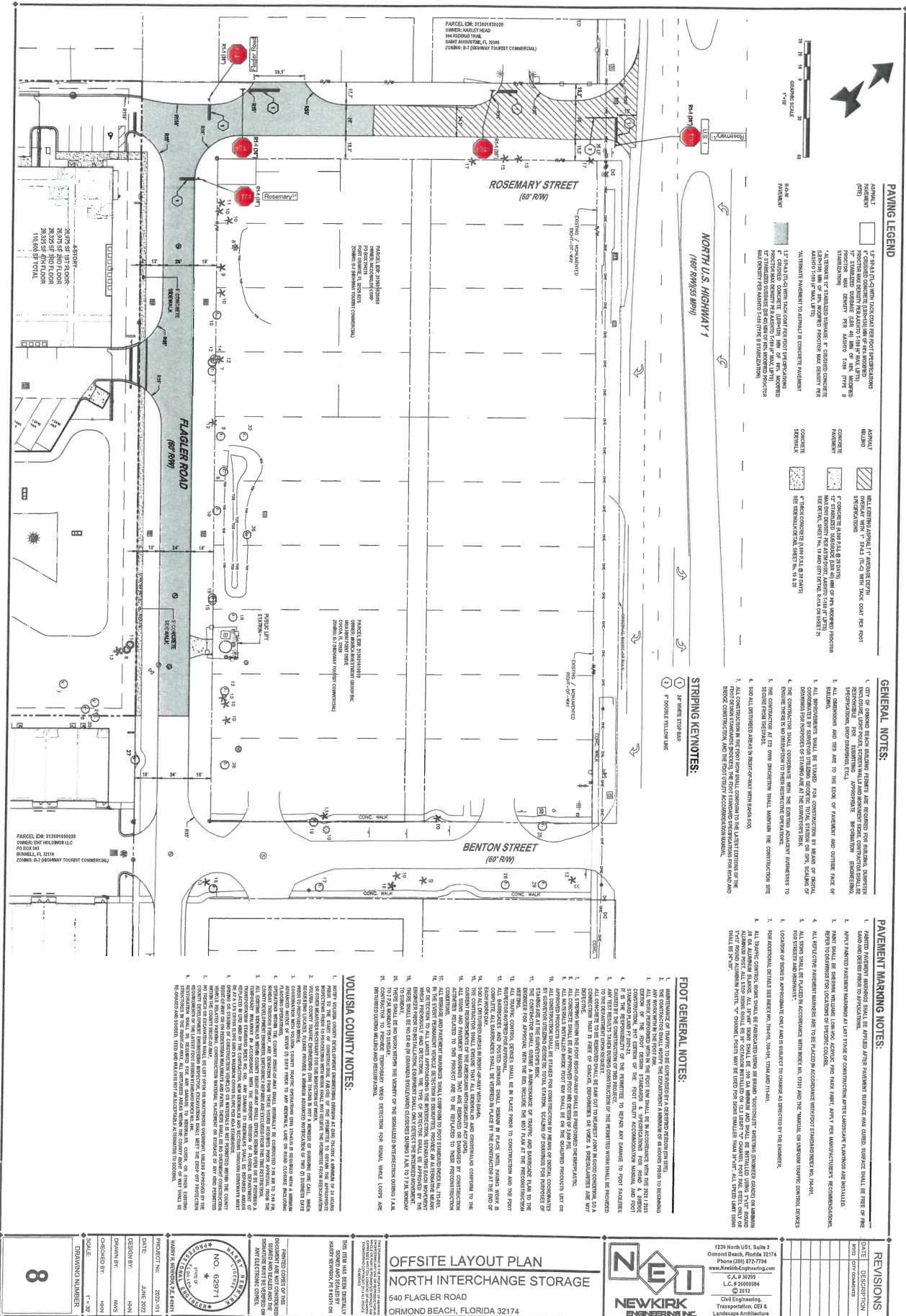
WARNING !!

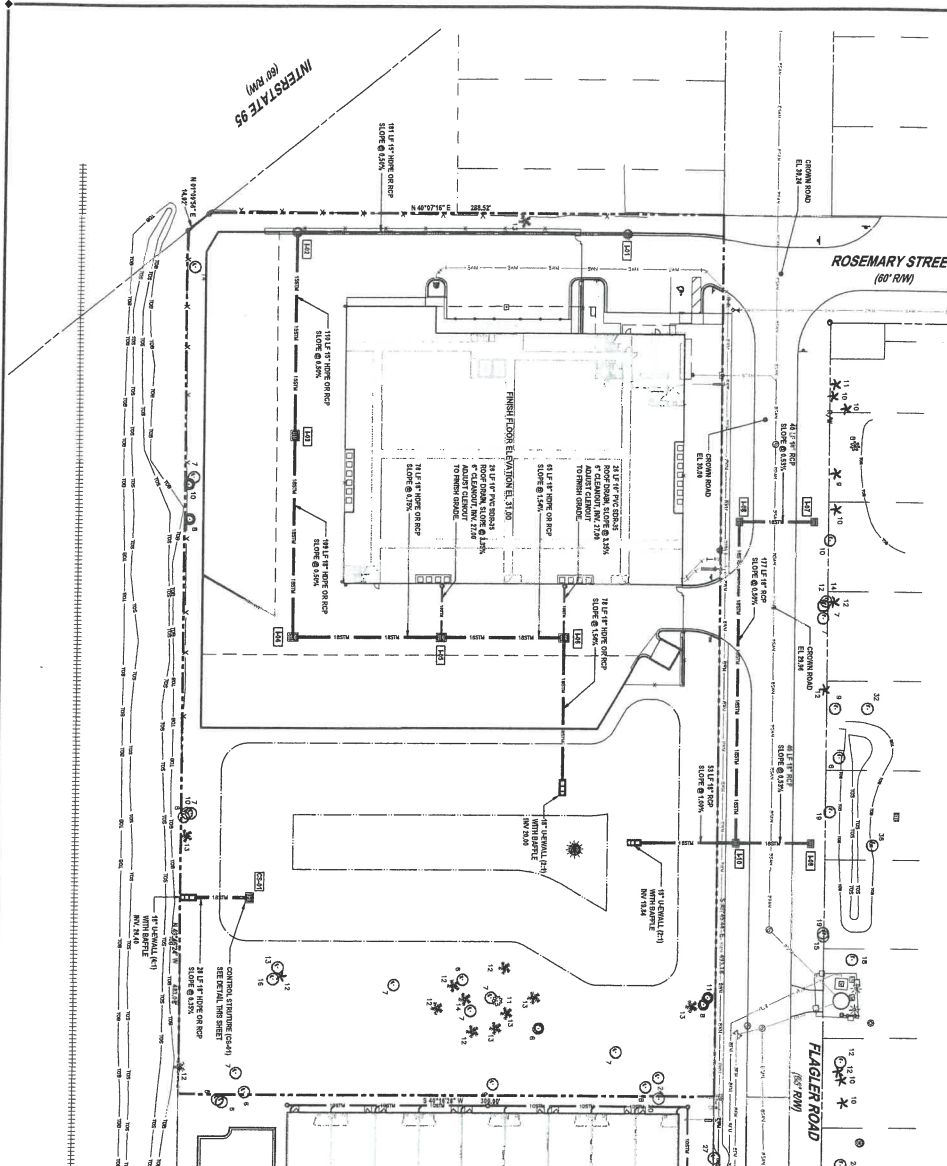
CONTRACTOR SHALL TAKE ALL PRECAUTION DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

4	SCALE 1" = 30' DRAWING NUMBER	CHECKED BY: HNS DRAWN BY: HNS DESIGN BY: HNS	DATE: JAN. 2012 PROJECT No.: 2020-341		HARRY A. NEWMAN, P.E., is a duly Licensed Professional Engineer in the State of Florida. PROJECT No.: 2020-341	THESE PLANS, SPECIFICATIONS, AND CALCULATIONS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM AWARE OF THE CONTENTS AND THE ACCURACY OF THE INFORMATION CONTAINED HEREON. ANY ELECTRIC CODES, STANDARDS, OR REGULATIONS ARE NOT CONSIDERED BINDING UNLESS THEY ARE REFERRED TO BY THE CONTRACT DOCUMENTS.	THIS PLAN WAS PREPARED BY SERGEY AND SUBMITTED BY MAJOR REVISIONS, IF ANY, BY DATE:	DEMOLITION AND SWPPP PLAN NORTH INTERCHANGE STORAGE 540 FLAGLER ROAD ORMOND BEACH, FLORIDA 32174		1230 North US1, Suite 3 Ormond Beach, Florida 32174 Phone (386) 872-7734 www.NewKirkEngineering.com C.E. # 2020 P.E. # 60000084 © 2011 Civil Engineering, Transportation, CEI & Landscape Architecture	REVISIONS
											DATE BY REVISION









DRAINAGE PER MINIMUM SLOPE REQUIREMENTS					
Pipe Size (in)	Self-Cleaning Velocity (FPS)	Manning (n)	Radius (ft)	Cross-Sectional Area (ft ²)	Wetted Minimum Slope (ft / 100 ft)
15"	2.4	0.011	6.4	32.719	3.089
18"	2.4	0.011	8.4	50.265	4.087
24"	2.4	0.011	11.3	100.36	4.082



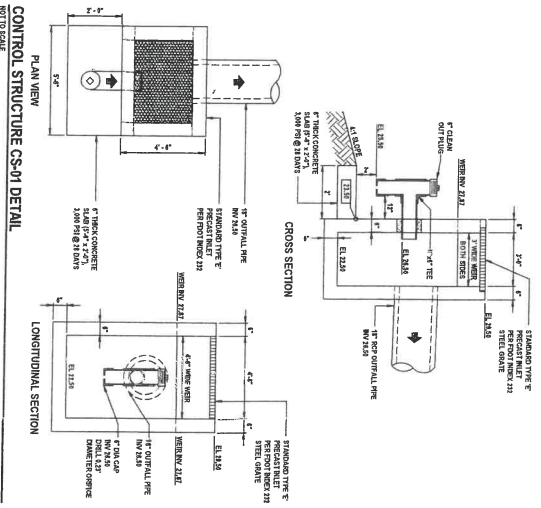
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

[illegible]

- ### GENERAL DRAINAGE NOTES

Notes	1A-1E										1F-1J										1K-1O										1P-1T										1U-1Z																																																																																																																																																																																		
	1A	1B1	1B2	1B3	1B4	1B5	1B6	1B7	1B8	1B9	1C	1D1	1D2	1D3	1D4	1D5	1D6	1D7	1D8	1D9	1E	1F	1G	1H	1I	1J	1K	1L	1M	1N	1O	1P	1Q	1R	1S	1T	1U	1V	1W	1X	1Y	1Z																																																																																																																																																																																	
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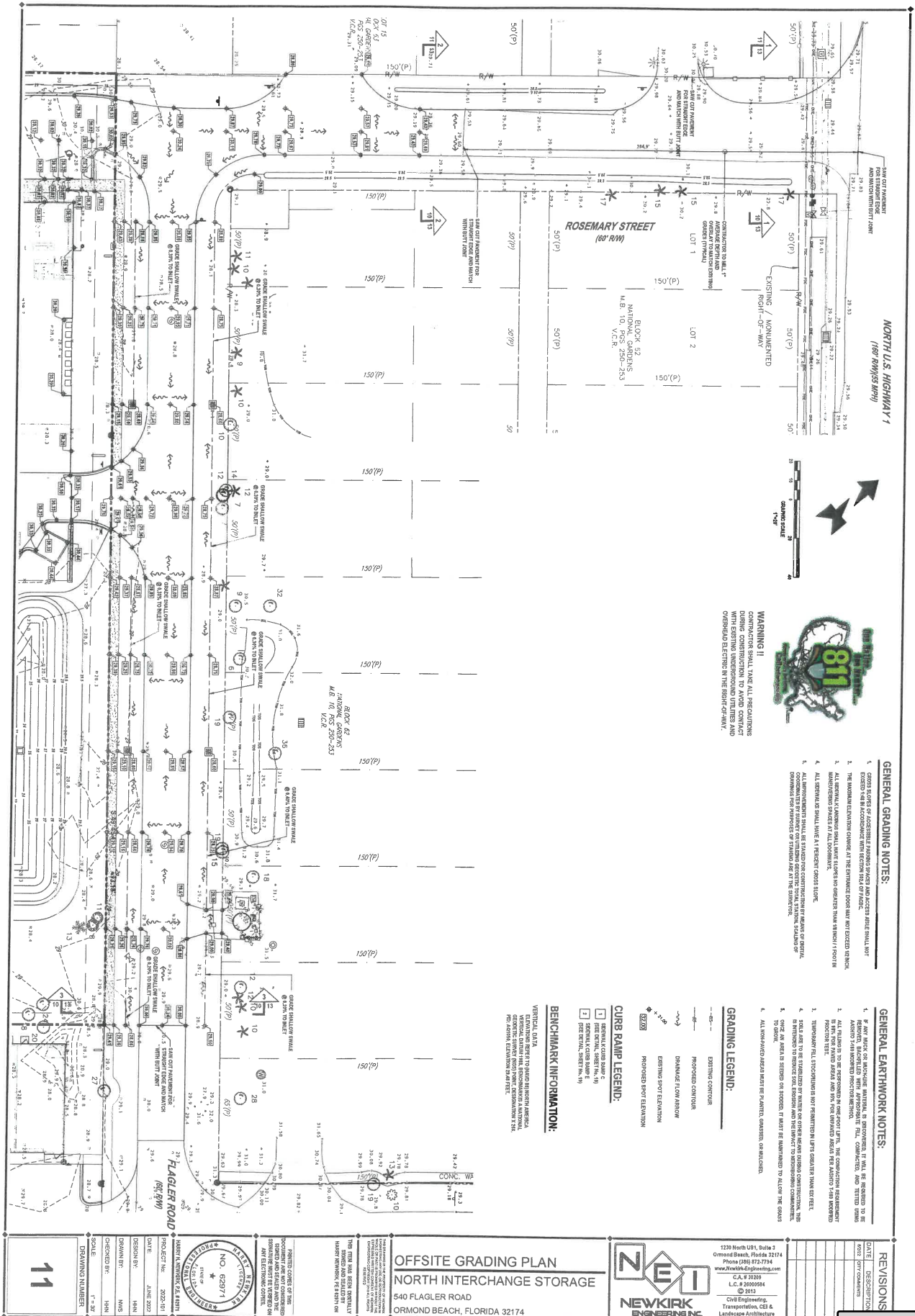
1. ROUND STRUCTURE BOTTOMS ARE FOOT ALTERNATE "A".
2. SQUARE/RECTANGULAR STRUCTURE BOTTOMS ARE FOOT ALTERNATE "B".
3. 4" DIAMETER AND SMALLER AND 3" SQUARE STANDARD STRUCTURE BOTTOMS ARE FOOT TYPE DESIGNATED "P". LARGER STANDARD STRUCTURE BOTTOMS ARE DESIGNATED TYPE "N".
4. NO WEEP HOLES ALLOWED IN STRUCTURES.

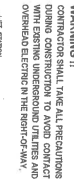


REVISIONS	
DATE	DESCRIPTION

9	SCALE DRAWING NUMBER	CHECKED BY: HSN DATE: 1-1-22	DESIGN BY: NNS DRAWN BY: NNS	PROJECT NO.: 2020-002 DATE: JUNE 2022	NAME: A. SAMPSON, L.L. 18871 	NOTICE: CONTRACT OF THIS PROJECT HAS BEEN REVIEWED AND FOUND TO BE IN ACCORDANCE WITH THE FLORIDA BOARD OF ENGINEERING AND SURVEYING. I HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA.	THIS PLAN AND ASSOCIATED SPECIFICATIONS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA.	DRAINAGE PLAN NORTH INTERCHANGE STORAGE 540 FLAGLER ROAD ORMOND BEACH, FLORIDA 32174	 NEWKIRK ENGINEERING INC.	1229 North US1, Suite 3 Ormond Beach, Florida 32174 Phone (386) 872-7794 www.newkirk-engineering.com C.A. # 92029 L.E. # 26000584 © 2013 Civil Engineering, Transportation, C&D Landscape Architecture
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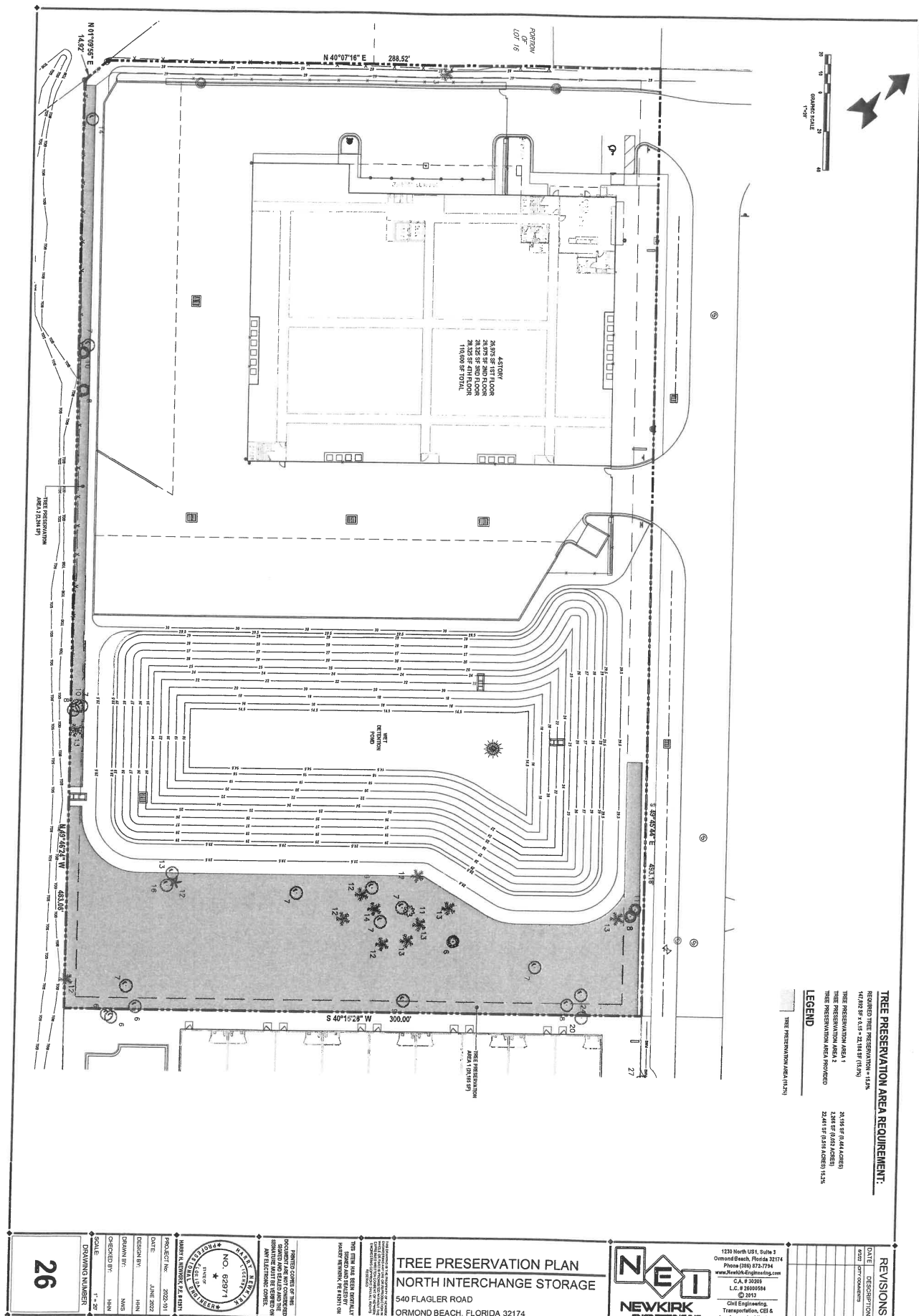
_____ **Sanitary Sewer (# Indicates Size)**
 _____ **Polyethylene Water Service (# Indicates Size)**
 _____ **Water Main (# Indicates Size)**
 _____ **Gas Service (# Indicates Size)**
 _____ **Underground Electrical Conduit (# Indicates Size)**

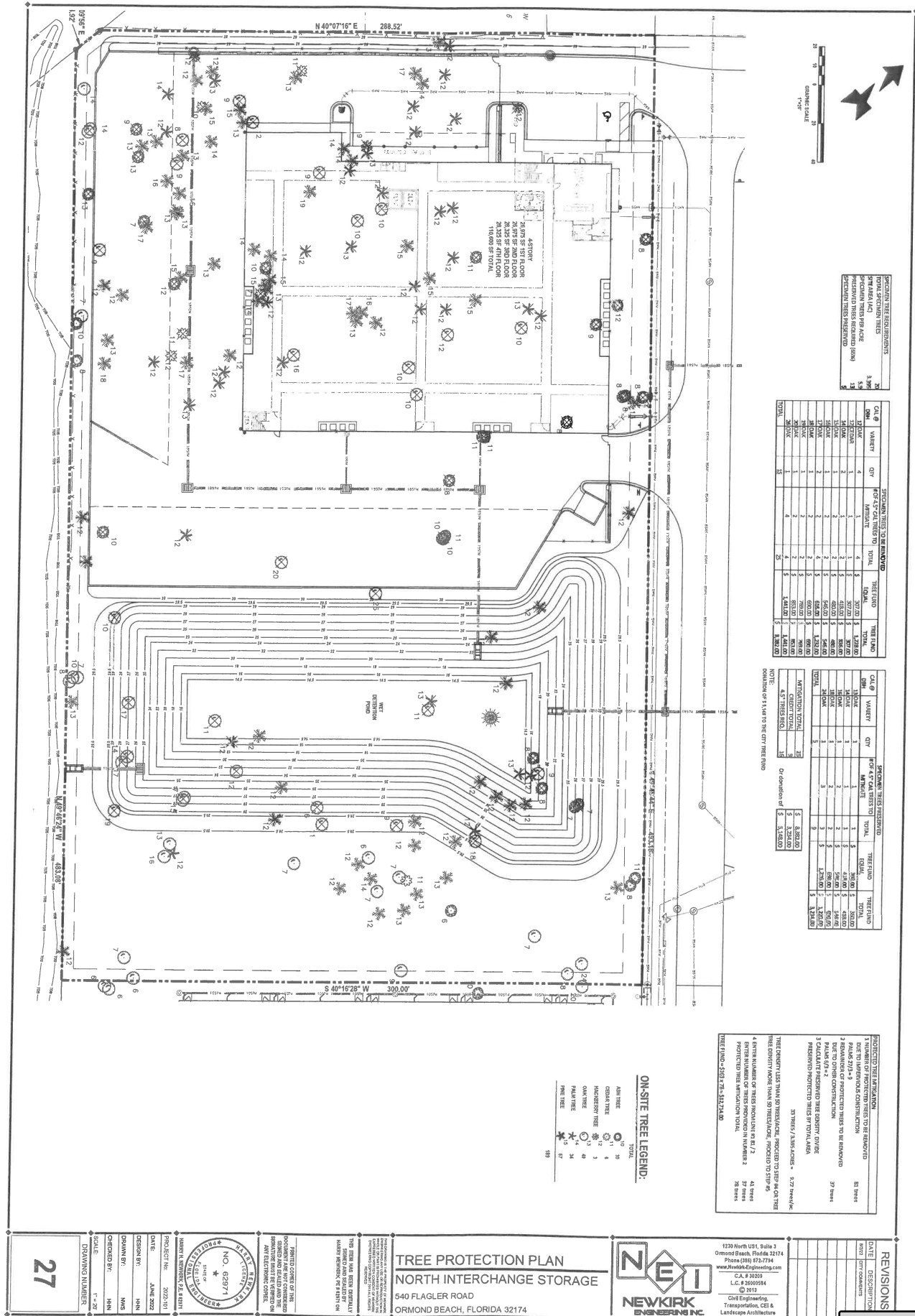
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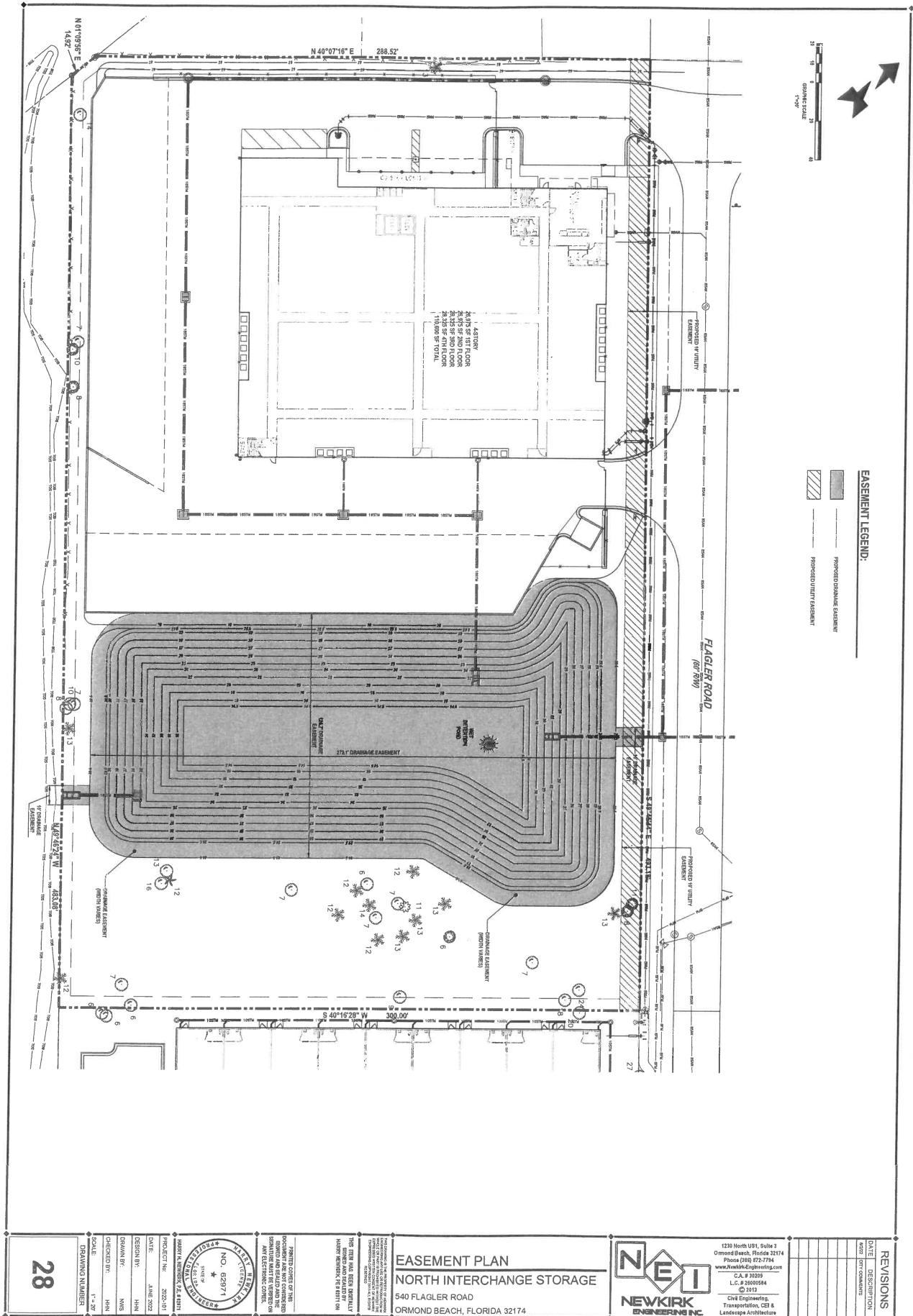
14

Packet Pg. 1065



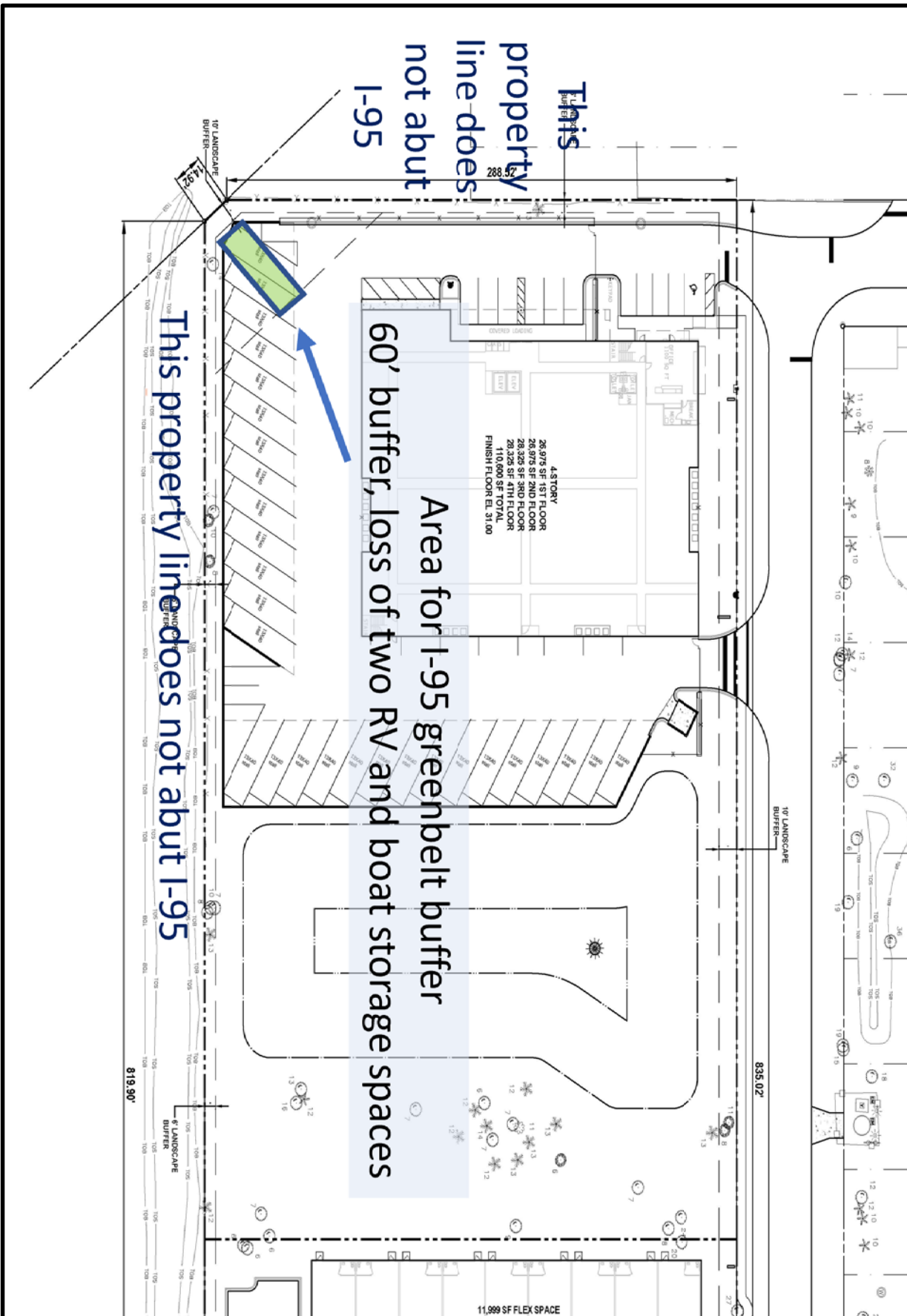




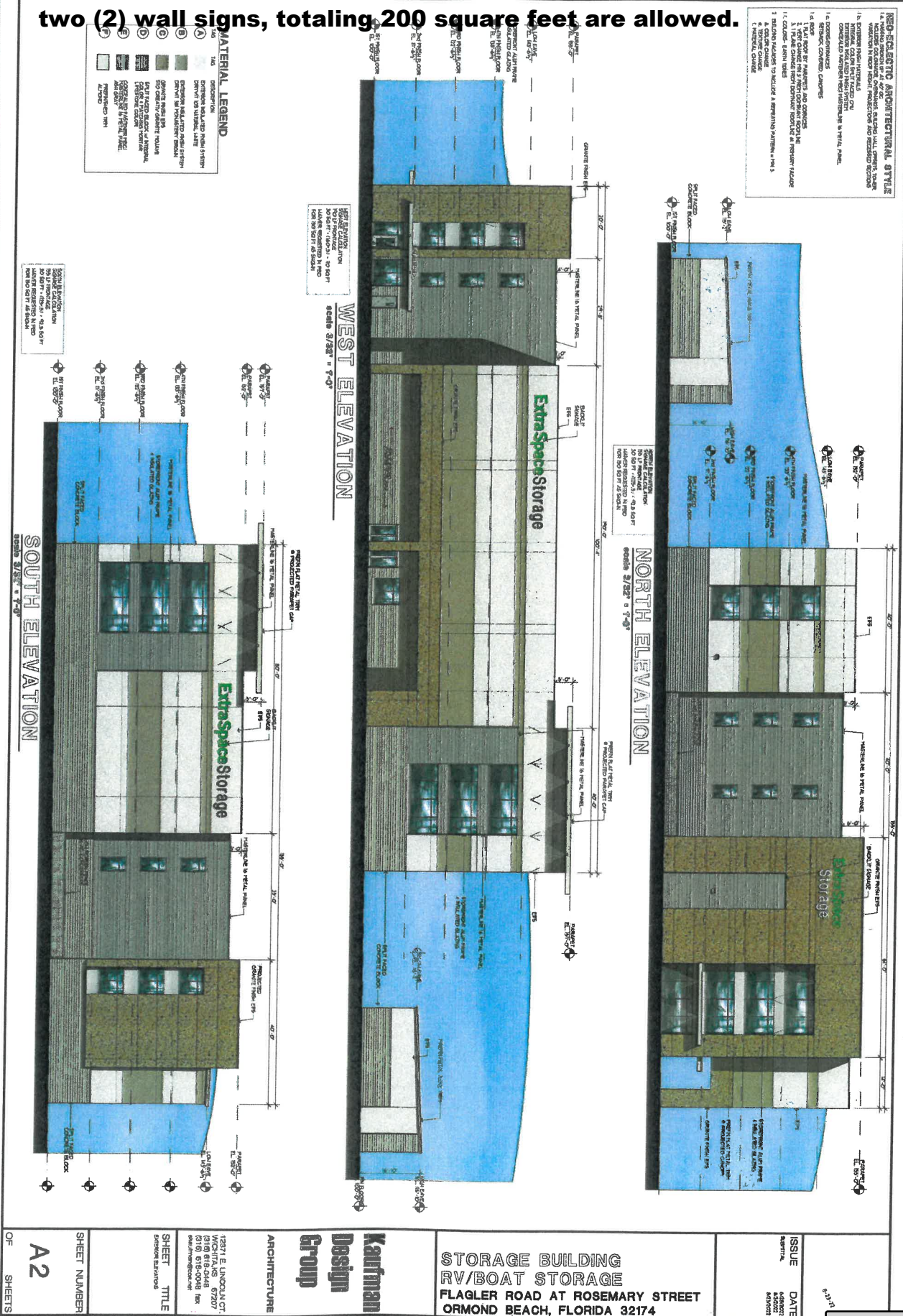


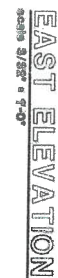


Greenbelt buffer option 2: 60' width – loss of two spaces



Per Planning Board recommendation, a total of two (2) wall signs, totaling 200 square feet are allowed.



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BETTY ALCOVE

2. BUILDING FACILITIES TO INCLUDE A REPAIRING PATTERNS ROOMS

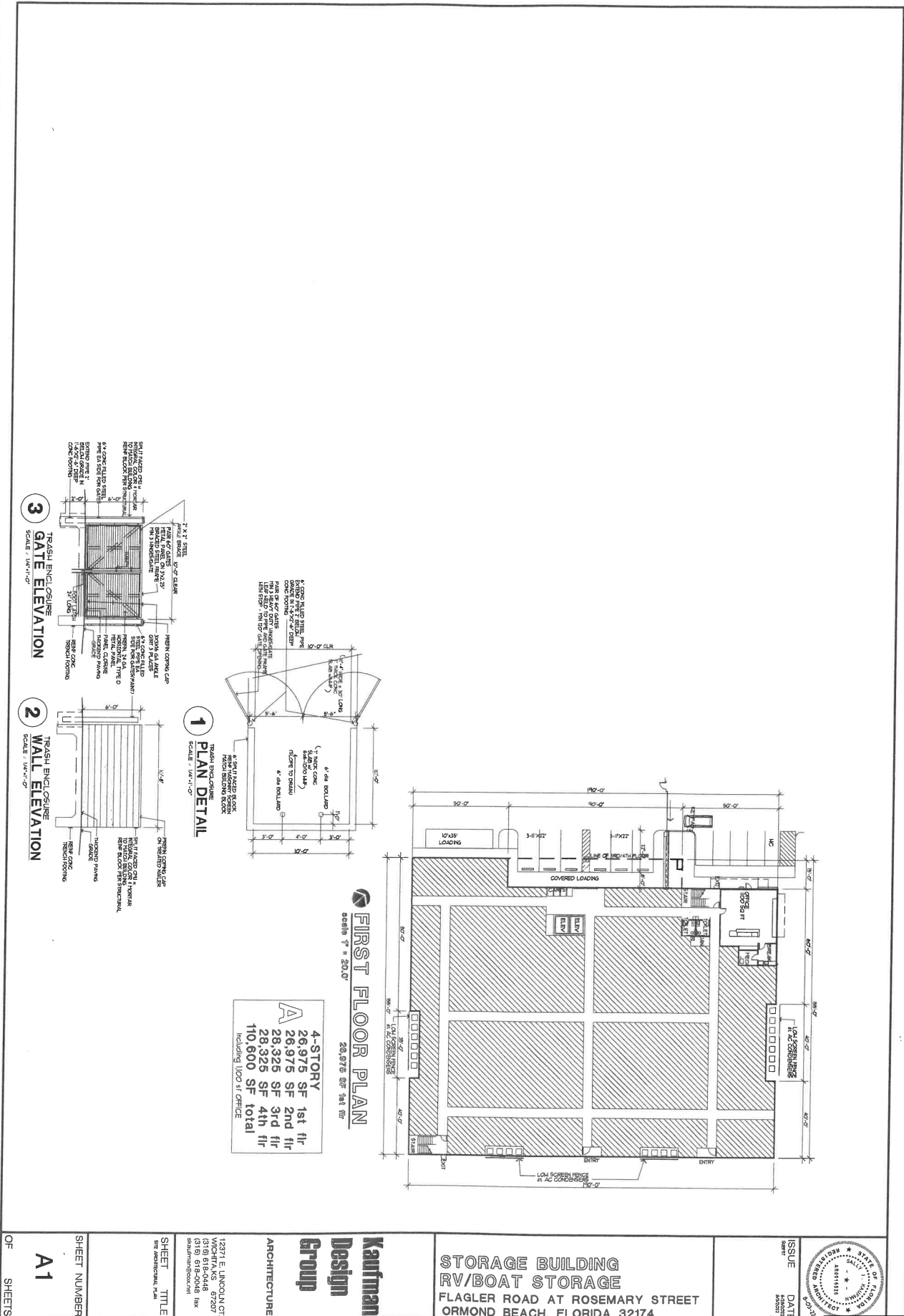


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Options for landscape buffer for the 14.92' abutting Interstate 95

8.D.d



8.D.d



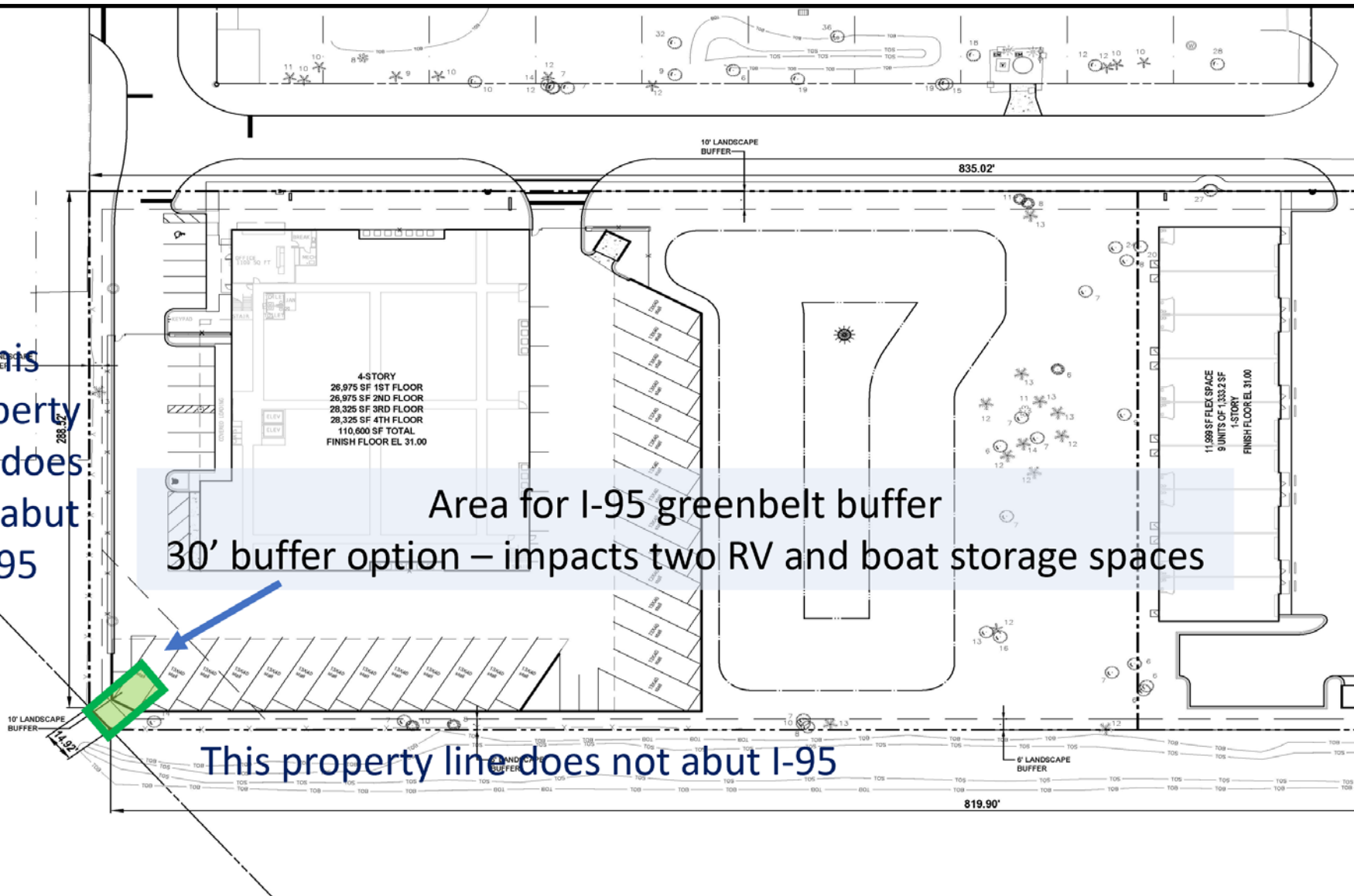
Greenbelt buffer option 3: 30' width – impact two spaces

8.D.d

This
property
line does
not abut
I-95

Area for I-95 greenbelt buffer
30' buffer option – impacts two RV and boat storage spaces

This property line does not abut I-95



STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: September 8, 2022

SUBJECT: 520 & 540 Flagler Road, North Interchange: Issuance of Development Order

APPLICANT: BHT Holdings LLC

NUMBER: PBD 2022-075(B)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request submitted by BHT Holdings LLC, for a zoning map amendment from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development) and the issuance of a development order. The North Interchange Planned Business Development seeks to allow (1) business and storage warehouses, (2) indoor mini self-storage, (3) and outdoor RV and boat storage. The site plans submitted include two (2) buildings of 11,999 square feet for industrial flex space at 520 Flagler Road and a four (4)-story indoor self-storage facility of approximately 110,900 square feet and 28 recreational vehicle and boat storage spaces at 540 Flagler Road. The subject property is approximately 5.73 acres and is located at 520 and 540 Flagler Road. This staff report, item B, is for the issuance of the development order. The subject property is shown below.

EXHIBIT 1: Project location, 520 and 540 Flagler Road



BACKGROUND: The subject property has a future land use of “Tourist Commercial” and a B-7 (Highway Tourist Commercial) zoning designation. The following are the abutting uses to the subject properties:

Exhibit 2: Abutting land use and zoning designations

Land Use and Zoning Designations of Adjacent Property			
	Current Land Uses	Future Land Use Designation	Zoning Classification
North	Fruit stand (commercial)	“Low Intensity Commercial”	B-7 (Highway Tourist Commercial)
South	Vacant commercial	“Low Intensity Commercial”	B-7 (Highway Tourist Commercial)
East	Across Flagler Road McDonald’s & gas station	“Low Intensity Commercial”	B-7 (Highway Tourist Commercial)
West	Across FEC Railroad Ormond Crossings – vacant	“Activity Center”	Planned Mixed Use Development (PMUD)

Project description: The applicant has provided site plans (ATTACHMENT 4) for the project and a summary (ATTACHMENT 3) of the project. Specific requests of the Planned Business Development are shown in bold. Below is a summary of the project:

1. The site is approximately 5.73 acres and includes 520 and 540 Flagler Road.

520 Flagler Road (Flex space)

2. The property is 2.4 acres.
3. **The use is an industrial flex space that allows storage or business warehouses (small office and storage area).**
4. **The building architecture is Neo-Eclectic. The project has sought to allow metal exterior surface areas.**
5. There are two (2) buildings proposed each of 11,999 square feet. The buildings are proposed at one-story.
6. The project would extend Flagler Road where it currently ends and widen Flagler Road from the subject property to Broadway Avenue.
7. A public sidewalk along Flagler Road would be constructed.
8. There are no on-site wetlands and the property is located in flood zone “X”, outside the special flood hazard area.
9. The project requires 37 parking spaces and 52 parking spaces are provided.
10. The building coverage is proposed at 23.6% of the site (35% allowed). The lot coverage is 48.6% (75% allowed).
11. The required tree preservation area is 15% and 16.3% is provided.
12. Utility service is provided with an existing eight (8”) inch force main and water line.

13. The project engineer provided a traffic statement based upon the Institute of Transportation Engineers (ITE) manual. It is expected that the project would generate a total of 167 average daily trips with 22 occurring in the AM peak hour and 23 trips occurring in the PM peak hour.
14. The project has provided an increased front landscape buffer in terms of width and material.
15. The project proposes a monument site sign.

540 Flagler Road (Indoor storage and RV/boat parking)

16. The property is 3.40 acres.
17. **The use is an indoor self-storage facility and outdoor RV/Boat storage**
18. **The building architecture is Neo-Eclectic. The project has sought to allow metal exterior surface areas.**
19. **The project is seeking an additional wall sign and additional allowable square footage. The project is allowed one wall sign of 92.5 square feet and seeks three (3) wall signs to total 450 square feet.**
20. **The project abuts I-95 right-of-way for 14.92 feet. By touching the I-95 right-of-way, a 60' Greenbelt buffer is required. The applicant is seeking to reduce the landscape requirement to 10' landscape buffer.**
21. The indoor self-storage facility is a four-story structure of 110,600 square feet. The total building height is 55'. The B-7 zoning district allows a building height of 75'. The project also seeks to allow 28 RV and boat parking spaces. The RV and boat parking spaces would have a three (3) sided canopy wall/structure.
22. The Floor Area Ratio (FAR) allowed with the "Highway Tourist Commercial" land use is 1.5 and would allow a maximum building size of 222,156. The proposed Floor Area Ratio is 0.75.
23. The project proposes to construct Flagler Road where it currently ends to Rosemary Street.
24. The project proposes to construct drainage, including an easement to the private stormwater system for Flagler Road.
25. A public sidewalk along Flagler Road would be constructed.
26. Developer shall construct approximately 1,400 linear feet of eight (8") inch water main loop. The connection of the loop will improve water pressure for this property and other properties in this area.
27. There are no on-site wetlands and the property is located in flood zone "X", outside the special flood hazard area.
28. The project requires 20 parking spaces and 20 parking spaces are provided.
29. The building coverage is proposed at 18.3% of the site (35% allowed). The lot coverage is 48.9% (75% allowed).
30. The required tree preservation area is 15% and 15.5% is provided.
31. The project engineer provided a traffic statement based upon the Institute of Transportation Engineers (ITE) manual. It is expected that the project would

generate a total of 277 average daily trips with 17 occurring in the AM peak hour and 29 trips occurring in the PM peak hour.

32. The project has provided an increased front landscape buffer in terms of width and material.

33. The project proposes a monument site sign.

34. The proposed dimensional standards are (a) maximum height: 55', (b) front yard setback = 20', and (c) rear and side yard setbacks = 10'.

Project process: The following exhibit displays the project's history to date:

Exhibit 3: Application process

Reviewing entity/action	Date	Required advertising
SPRC submittal, 1 st review	June 20, 2022	Not required.
SPRC comments, 1 st review	July 18, 2022	Not required.
SPRC submittal, 2 nd review	August 4, 2022	Not required.
SPRC comments, 2 nd review	August 18, 2022	Not required.
SPRC submittal, 3 rd review	August 26, 2022	Not required.
Planning Board	September 8, 2022	1. Mail notice, 300' radius. 2. Newspaper advertisement. 3. Site posting.
SPRC comments, 3 rd review	Due September 9, 2022	Not required.
City Commission (tentatively)	October 18, 2022 (1 st reading) November 1, 2022 (2 nd reading)	1. Mail notice, 300' radius. 2. Newspaper advertisement.
SPRC submittal for final infrastructure improvement	To be determined.	Not required.
Issuance of site engineering permit and building permit	To be determined.	Not required.
SPRC submittal for individual parcel development	To be determined.	Not required.

ANALYSIS:

Planned Business Development:

According to Chapter 2, Article II, Section 2-36 of the Land Development Code, the purpose of the Planned Business Development zoning district

“is to establish regulatory standards for controlling the location of comprehensively planned business centers accessible to arterial roadways. The PBD is intended to incorporate a flexible management policy which incorporates urban design amenities, including streetscape improvements, and fosters innovative master planning in the design and development of commercial centers. The PBD district provides a diversified mix of permitted, conditional, and special land uses and higher standards of land planning and site design than are available under conventional zoning categories.”

One goal of the Planned Business Development is to “provide for a coherent and visually attractive physical environment through the creation of focal points and vistas, as well as coordination and consistency of architectural styles, landscaping designs and other elements of the building environment.”

Reasons for a Planned Business Development amendment:

1. Use:

Section 2-36 of the Land Development Code details the permitted uses within a Planned Business Development and states,

“(c) Permitted uses. A PBD may incorporate any commercial or residential development allowed as permitted uses in the underlying zoning district designation, as well as any commercial or residential uses allowed under the Code for any district, provided the following findings are made:

- (1) The use is specifically shown on the site plan and includes a list of all proposed uses not permitted in the underlying zoning district (to the maximum extent known at the time of site plan submittal), a general description of the location, floor area to be occupied by such use, typical hours of operation and other relevant operation characteristics.
- (2) The use, by virtue of its location, vehicular circulation pattern, noise and visual buffering, traffic generation rates and peak traffic hours, odor emission controls, lighting and use of materials will not have an adverse impact on surrounding land uses, particularly where the site abuts areas developed with or zoned primarily for single-family homes.
- (3) Conversion of occupancy from a use approved under a PBD to a permitted use in the underlying district will not require an amendment to the PBD.
- (4) The use does not exceed any size limitations, use restrictions or other requirements provided under article II of this chapter.”

The project seeks to allow: (a) Warehouse, Business, (b) Warehouse, Storage, (c) RV/Boat storage, (d) Outdoor storage, and (e) Warehouse mini-rental. The subject property is located parallel to the F.E.C railroad along Flagler Road. Flagler Road

is not a roadway with a high level of exposure that commercial uses would be successful. The proposed uses are appropriate near the F.E.C. railroad and are similar to the RV and boat storage along the Flagler Road right-of-way south of Broadway Avenue. The Planned Business Development incorporation of uses is a discretionary action of the City Commission after review of the staff report from the SPRC, Planning Board recommendation and public testimony before the City Commission regarding the application. Site Plan Review Committee staff have no comments/objections to the proposed uses and believe that they are appropriate for the location.

2. Signage: The project is allowed one wall sign of 92.5 square feet. The Planned Business Development seeks to allow three (3) signs to total 450 square feet on the north, south, and west building frontages. Section 3-48(B) of the Land Development Code states "Alternative business premise identification signage may be approved by the city commission through planned developments and special exceptions." For the Interchange Depot project, a similar indoor storage facility with direct frontage onto I-95, the wall signage allowed was two (2) wall signs at 100 square feet each on the Interchange Boulevard and Interstate 95 frontage. As part of the summary letter, applicant summarizes the request:
 - A. North building frontage has 155 linear feet of building which would allow 92.5 square feet based on the wall sign calculation. This frontage is visible from Flagler Road and U.S. Highway 1. The request is to allow a sign of 150 square feet.
 - B. South building frontage has 155 linear feet of building which would allow 92.5 square feet based on the wall sign calculation. This frontage is visible from I-95 northbound. The request is to allow a sign of 150 square feet.
 - C. West building frontage has 190 linear feet of building which would allow 110 square feet based on the wall sign calculation. This frontage is visible from I-95 southbound. The request is to allow a sign of 150 square feet.

Site Plan Review Committee staff understand the desire for the additional signage; however, staff would recommend the same signage as allowed at Interchange Depot which was two (2) wall signs each of 100 square feet. The applicant is seeking three (3) wall signs at a total of 450 square feet (150 square feet each).

3. Building architecture: The project seeks to allow metal as an exterior wall surface. The four-story indoor storage building has been designed to provide visual interest with the use of different wall surfaces including Exterior Insulation and Finish System (EFIS), split face block, and the material surfaces. The building uses colors and windows to bring up the length of the proposed buildings. The RV and boat canopy is treated with EFIS and split face block, and acts as a wall around the perimeter of the property. The industrial flex building uses a variety of change of planes, windows, and awnings to provide visual interest. Site Plan Review Committee staff have no comments/objections to the building architecture.
4. I-95/Greenbelt buffer: There is a 14.92' portion of the property boundary that touches the I-95 right-of-way. Section 2-73 of the Land Development Code requires a 60' landscape buffer abutting I-95. The applicant is seeking to provide a 10' landscape buffer abutting the 14.92' area based on the belief that the I-95

right-of-way is elevated and the landscape area would provide little or no public benefit. The provision of a 60' buffer would impact proposed RV and boat parking spaces. Site Plan Review Committee staff are not supportive of the landscape waiver. The provision of the 60' buffer would impact one to two RV and boat parking spaces. If there is a desire to waive the landscape buffer requirement, the Site Plan Review Committee would recommend that the required materials should be provided elsewhere on-site.

Project public benefits:

Section 2-36(h)(3) of the Land Development Code requires the provisions of public benefits that demonstrate that a project's site plan design is more than the minimum standards required. The applicant has provided a list of public benefits in a letter included in ATTACHMENT 3 and shown below:

1. The developer will extend Flagler Road, including constructing paved access to the city lift station (road is currently a dirt road).
2. The developer will provide a concrete apron to the existing city lift station.
3. New construction to extend Flagler Road to Rosemary Street shall be provided.
4. A section of Rosemary Street shall be milled and overlaid to repair asphalt depressions and rutting.
5. The developer will provide drainage for this section of Flagler Road and will continue to maintain the stormwater facility that supports the Flagler Road drainage.
6. Install drainage swales for Rosemary Street. Currently none exists.
7. Increase the width of the existing Flagler Road from 21 feet to 24 feet (including beyond the property boundary).
8. Provide front yard landscape buffers for both properties which will include increased material quantities and larger material size to provide enhanced buffers to both projects.
9. The developer will install approximately 1,400 linear feet of 8-inch water main loop connectivity via Rosemary Street to Flagler Road to Broadway Avenue. This improvement will increase pressure for the overall interchange area.

CONCLUSION:

In considering an application for a Planned Business Development, the Planning Board may recommend to approve, approve with conditions, or disapprove on the extent to which the development offers site amenities above that are normally found for permitted uses in the district with regard to the following:

- a) Building form, architecture and appropriateness of materials with regard to long-term maintenance, relation to the surrounding neighborhood, and aesthetics. Architectural drawings shall be approved as part of the Development Order and adhered to in all development phases.**

The proposed building utilizes the neo-eclectic architectural style in accordance with the Land Development Code and the introduction of metal as an exterior wall surface.

The building elevations are included in ATTACHMENT 4.

b) Landscaping and related site amenities.

The project has provided landscape plans (ATTACHMENT 4) that meet or exceed the Land Development Code requirements. Note that the project has provided the natural area preservation of at least 15% for each property or 31% for both projects.

c) Mitigation of off-site impacts.

The proposed uses are designed to meet the characteristic of the subject property. Land areas next to the railroad tracks and not on a primary arterial roadway can present challenges to allow businesses to succeed. The requested storage and industrial flex space fill a need with this area of the city and is a low traffic generator that provides full access around the building with loading zones for users of the facility.

d) Overall lighting plan, particularly in relation to aesthetics and glare reduction.

The project does not propose any site lighting and the lighting would be provided from the buildings. The RV and boat storage canopies would have ceiling lighting.

e) Overall signage plans, particularly in relation to aesthetics and readability.

The project signage has been shown on the site plans and related exhibits (see ATTACHMENT 4). Monument signs have been proposed for each property. Part of the requests for the PBD is a waiver of the wall signage standards for the indoor self-storage facility. The project is seeking three (3) wall signs each of 150 square feet or 450 square feet total. Staff is recommending a total of two (2) wall signs to total 200 square feet.

CRITERIA FOR APPROVAL: There are certain criteria that must be evaluated before a Planned Business Development amendment can be approved. According to Chapter 1, Article II, Section 1-15(e)(1-10) of the Land Development Code, the Planning Board shall consider the following when making its decision:

1. The proposed development conforms to the standards and requirements of this Land Development Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

The proposed development conforms to the standards of the Land Development Code and seeks the Planned Business Development process based on the requested uses, building architecture, landscape buffer encroachment, and wall signage. The proposed use is appropriate for the location and will not negatively impact surrounding properties. The development will not create undue crowding beyond the conditions normally permitted in the zoning district. It is the determination of the Site Plan Review Committee that the public health, safety, welfare or quality of life will not be adversely affected. The outstanding Site Plan Review Committee (SPRC) comments provided in ATTACHMENT 1 would need to be resolved by the applicant prior to the SPRC approval.

2. The proposed development is consistent with the Comprehensive Plan.

The property is designated as "Tourist Commercial" on the City's Future Land Use Map (FLUM). The proposed development is consistent with the Comprehensive Plan. Specifically, the Future Land Use Element of the Comprehensive Plan states:

Tourist Commercial (TC)

Purpose: A multi-use land use category to provide uses along the Atlantic Ocean, SR A1A and highway interchanges, that include transit availability, retail services, tourist attractions, restaurants, multi-family and lodging to visitors to the City. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum: 32 units per acre.

Maximum FAR: 1.5

The “Tourist Commercial” land use designation specifically envisions commercial uses. The development of indoor storage has become popular recently. The use is consistent with the “General Commercial” land use and the building complies with the floor area ratio of 1.5. The application also supports the following policies in the Future Land Use Element of the Comprehensive Plan:

Objective 1.2.: Ensure that adequate amounts of land are available to meet the commercial land use needs of the community.

Policy 1.2.6.: New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.

The location is appropriate for the indoor storage facility and is consistent with the Comprehensive Plan.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

The survey indicates that the project is located in flood zone “X” and is not within a flood zone. There are no wetlands on-site. The project will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

The proposed project is consistent with the property’s land use designation and zoning classification and it is staff’s determination that the project would not depreciate the value of surrounding property. The subject property does not have frontage on a high-volume street and the proposed use is appropriate for the area. The proposed building is a substantial investment and will be a low traffic generator along Flagler Road. The project will not create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

There are adequate public facilities to serve the proposed development, including roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds. The project is proposing a substantial investment into the construction of a part of Flagler Road, expansion of a portion of Flagler Road, corrective action on Rosemary Street, construction of an eight (8") water line, and installation of public sidewalks.

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.

The project engineer has provided a traffic statement based upon the ITE Trip Generation Manual, 10th edition. The project (both sites) is expected to generate 444 average daily trips with 39 in the A.M. peak hours and 52 in the P.M. peak hours. The project trips would not negatively impact roadways in this area of the city.

7. The proposed development is functional in the use of space and aesthetically acceptable.

The site plan is functional and provides an aesthetically acceptable landscape plan and building elevations.

8. The proposed development provides for the safety of occupants and visitors.

The proposed development provides for the safety of its occupants and visitors. Pedestrian access has been provided and will enhance the surrounding area.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

The building and material will not adversely impact the aesthetics of the area and is designed in the neo-eclectic architectural style.

10. The testimony provided at public hearings.

This application has not been heard and no public testimony has been provided.

RECOMMENDATION:

It is recommended that the Planning Board recommend **APPROVAL** of PBD 2022-75(B) that approves a Planned Business Development amendment that seeks to allow (1) business and storage warehouses, (2) indoor mini self-storage, (3) and outdoor RV and boat storage. The site plans submitted include two (2) buildings of 11,999 square feet for industrial flex space at 520 Flagler Road and a four (4)-story indoor self-storage facility of approximately 110,900 square feet and 28 recreational vehicle and boat storage spaces at 540 Flagler Road. The subject property is approximately 5.73 acres and is located at 520 and 540 Flagler Road. The Site Plan Review Committee would specifically recommend:

PBD Request	SPRC staff recommendation	Applicant
1. Uses	Approval.	Approval.
2. Signage	Two (2) wall signs to total 200 square feet.	Three (3) wall signs to total 450 square feet.
3. Building architectural	Approval.	Approval.
4. I-95 buffer encroachment	Provide required buffer. If a waiver is granted, landscape material should be transferred to the site.	Allowance of a 10' buffer from the required 60'.

The applicant would need to resolve the outstanding Site Plan Review Committee comments within ATTACHMENT 1. The project is tentatively scheduled for the City Commission on October 18, 2022 (first reading) and if approved on first reading, the second reading will be on November 1, 2022 (final reading).

Attachments:

Attachment 1: Site Plan Review Committee comments

Attachment 2: Maps of the project area

Attachment 3: Applicant letter and trip generation information

Attachment 4: Site plans

ATTACHMENT 1

Site Plan Review Committee comments

Site Plan Review Committee outstanding comments

Project Name: PZ-22-076, 520 Flagler Road

Project Description: North Interchange Industrial Flex Space, Flagler Road, (two 11,999 SF buildings on 2.34 acres)

Review Comments List Date: 8/29/2022

Ref. # 45, Civil Engineer, David Allen

Civil-Det Pond, Stormwater Report - Industrial Flex Space.pdf

With the seasonal high groundwater table estimated at 27.+, and the normal water elevation set at 26.5, will there be a base flow into this pond?

Ref. # 47, Civil Engineer, David Allen

Civil-Inlet I-04, 07 DRAINAGE.pdf

The top of inlet I-04 appears to be lower than the peak stage of the pond, which would be submerged in the design storm.

Ref. # 19, Planner 3, Becky Weedo

Property is in Flood Zone X, 06 SITE LAYOUT.pdf

Per Section 3-18(f)(7) of the City Land Development Code, to prevent increased flood damage outside of special flood hazard areas the lowest floor of new principal buildings must be elevated at least 18 inches above the crown of road, unless the city engineer approves a lower height based on site-specific conditions.

Please indicate the FFE of the buildings and the crown of the road of Flagler Road.

Ref. # 46, Planner 3, Becky Weedo

Letter from City Engineer, 06 SITE LAYOUT.pdf

The letter from the City Engineer will be required prior to signing off on floodplain management.

Ref. # 54, Planning Director, Steven Spraker

Project requires City Commission action prior to SPRC action

Project Name: PZ-22-075, 540 Interchange Boulevard

Project Description: North Interchange Self Storage, Flagler Road (110,900 SF building, 28 RV/Boat spaces) on 3.4 acres

Review Comments List Date: 8/29/2022

Ref. # 68, Civil Engineer, David Allen

Civil-Truck Turn, 25 TRUCK TURN.pdf

Will the dumpster truck have difficulty with this location? Does it need to have amore straight on approach? Will the truck back into the building?

Show with turn software the pick-up and back out.

Ref. # 69, Civil Engineer, David Allen

Civil-hydraulic Grade Line, 09 DRAINAGE.pdf

Based on the Storm Sewer Design, there is limited change in the hydraulic grade line from MES with surface at 28.44 to the inlet at I07. This is over 230 LF of pipe. Please recheck the hydraulic grade line calculation.

Ref. # 70, Civil Engineer, David Allen

Civil-Drive Aisle, 07 SITE LAYOUT.pdf

Based on the City of Ormond Beach Land Development Code, Section 2-54, Conditional and Special Exception Regulations, Subsection 67 Recreational Vehicles/Boat Storage, Subsection c

1. All single-loaded driveways shall have a minimum width of twenty feet (20').

2. All double -loaded driveways shall have a minimum width of thirty feet (30').

Please revise site plan to reflect one of these conditions.

Ref. # 56, Landscape Architect, Cara Culliver

60' Greenbelt, L1 LANDSCAPE PLAN.pdf

- The greenbelt requires a 60' depth and 60% of this area shall have native plant materials.

Ref. # 71, Landscape Architect, Cara Culliver

60' I-95 Greenbelt Requirement, L1 LANDSCAPE PLAN.pdf

- The client is asking for a Greenbelt waiver and will be determined by the City Commission.

Ref. # 28, Planner 3, Becky Weedo

Property is in Flood Zone X, 07 SITE LAYOUT.pdf

Per Section 3-18(f)(7) of the City Land Development Code, to prevent increased flood damage outside of special flood hazard areas the lowest floor of new principal buildings must be elevated at least 18 inches above the crown of road, unless the city engineer approves a lower height based on site-specific conditions.

Please indicate the FFE and the crown of road on Flagler Road.

Ref. # 49, Planner 3, Becky Weedo

City Engineer Letter, 07 SITE LAYOUT.pdf

Will need the City Engineer letter prior to floodplain management signoff.

Ref. # 60, Planning Director, Steven Spraker

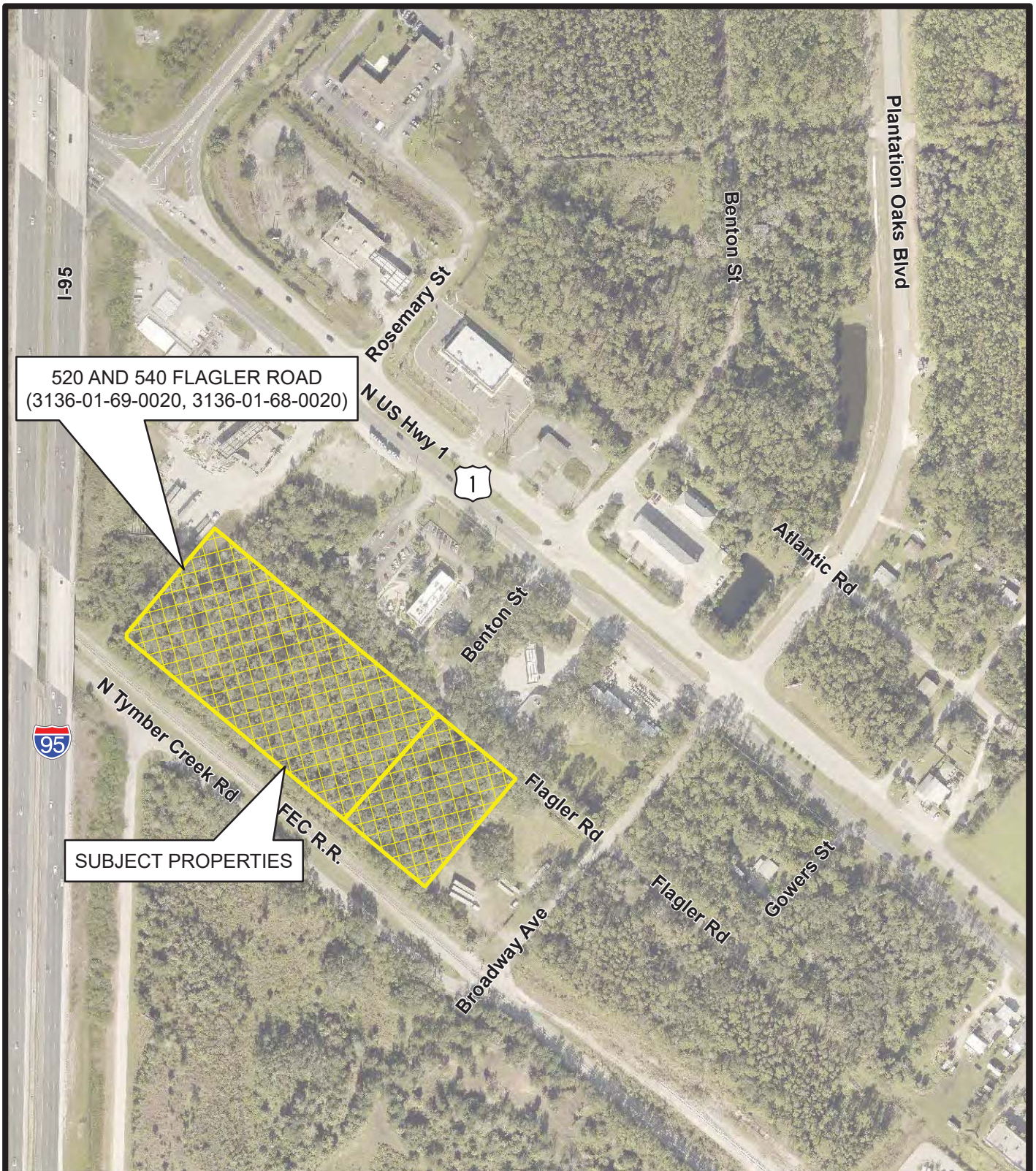
Planning, Signage Request, Noth Interchange Planned Business Development.pdf

The signage request seeks three signs totaling 790 square feet. The code allowance is one sign for 92.5 square feet. Staff cannot support 790 square feet of signage.

For the Interchange Depot project, two signs were allowed that totaled 200 square feet. This would be staff's recommendation. the applicant can request additional signage, staff would recommend a maximum of 200 square feet - the Planning Board and City Commission would make the final determination.

ATTACHMENT 2

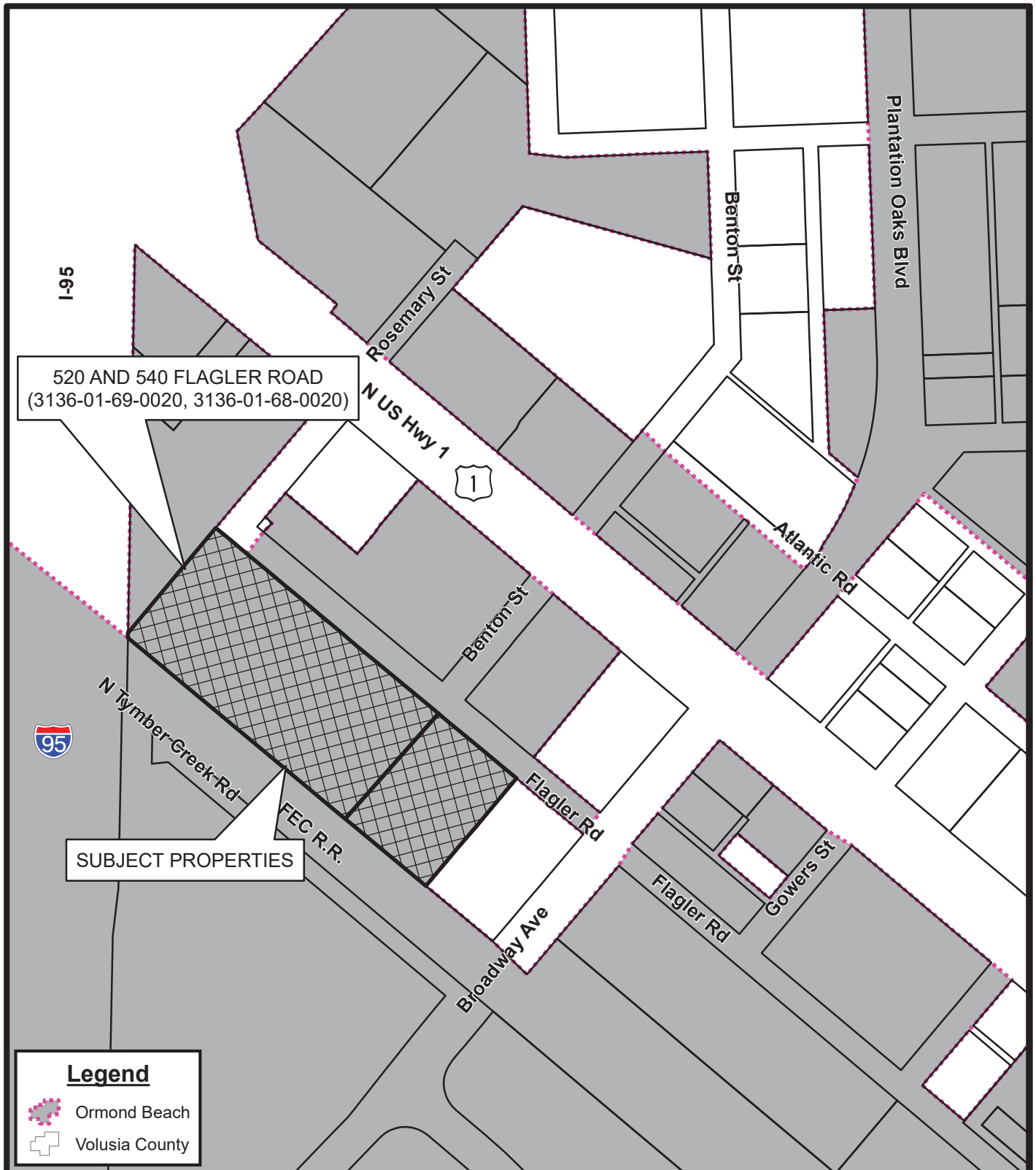
Maps of the project area



AERIAL MAP
520 AND 540 FLAGLER ROAD
(3136-01-69-0020, 3136-01-68-0020)

Prepared By: The City of Ormond Beach
 G.I.S. Department - August 19, 2022

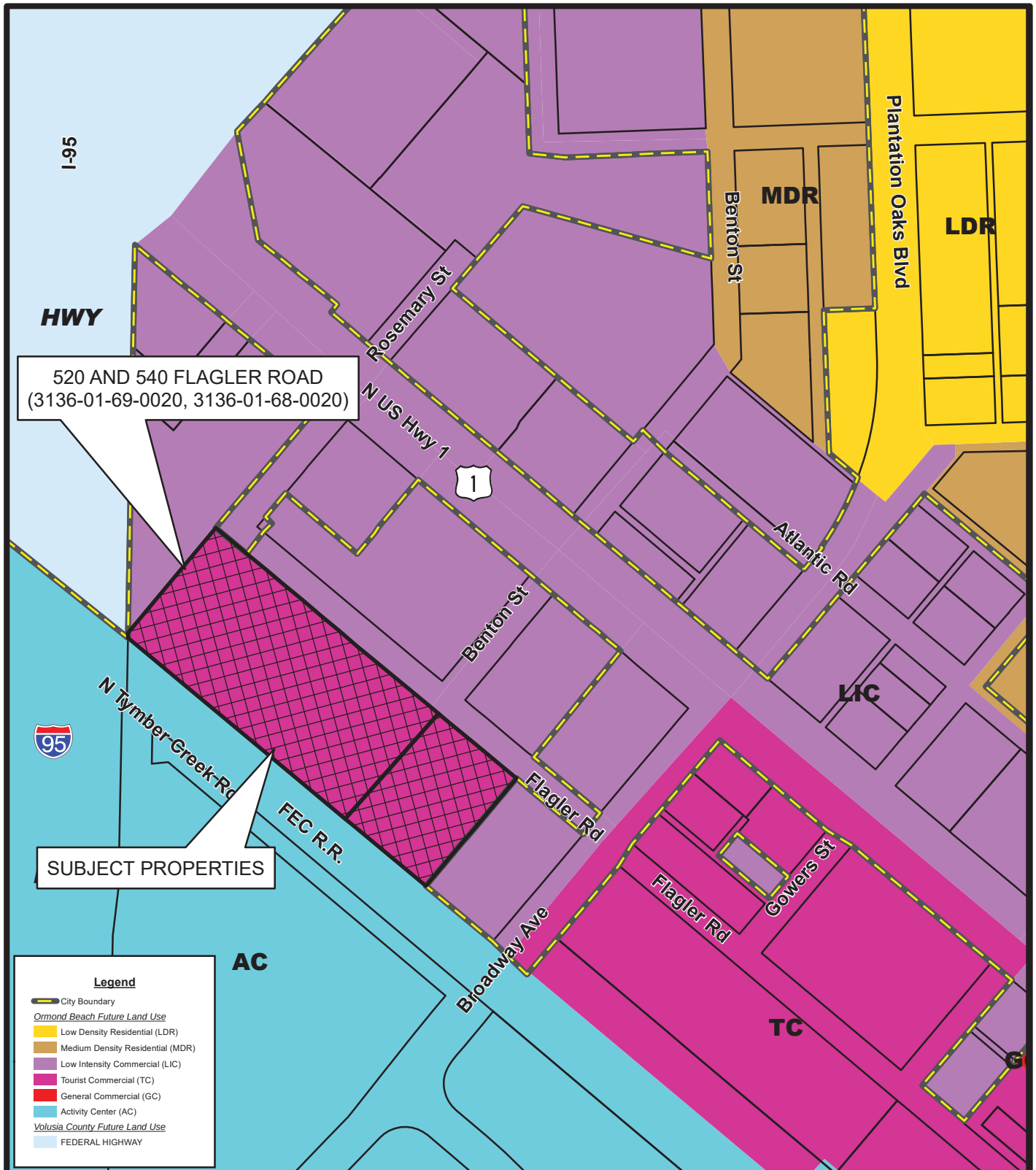




LOCATION MAP
520 AND 540 FLAGLER ROAD
(3136-01-69-0020, 3136-01-68-0020)

Prepared By: The City of Ormond Beach
 G.I.S. Department - August 19, 2022

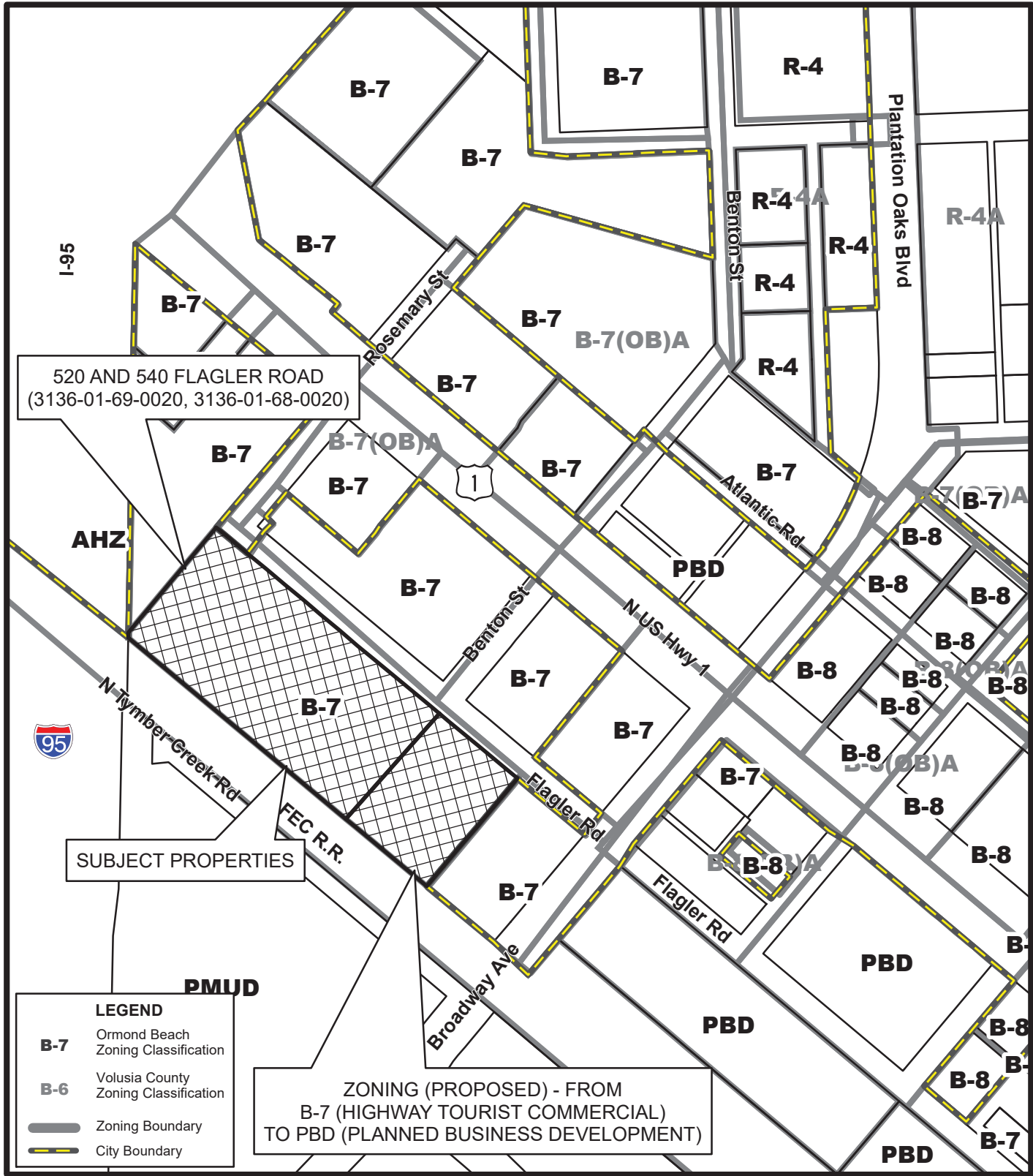




FUTURE LAND USE MAP
520 AND 540 FLAGLER ROAD
(3136-01-69-0020, 3136-01-68-0020)

Prepared By: The City of Ormond Beach
G.I.S. Department - August 19, 2022





ZONING MAP

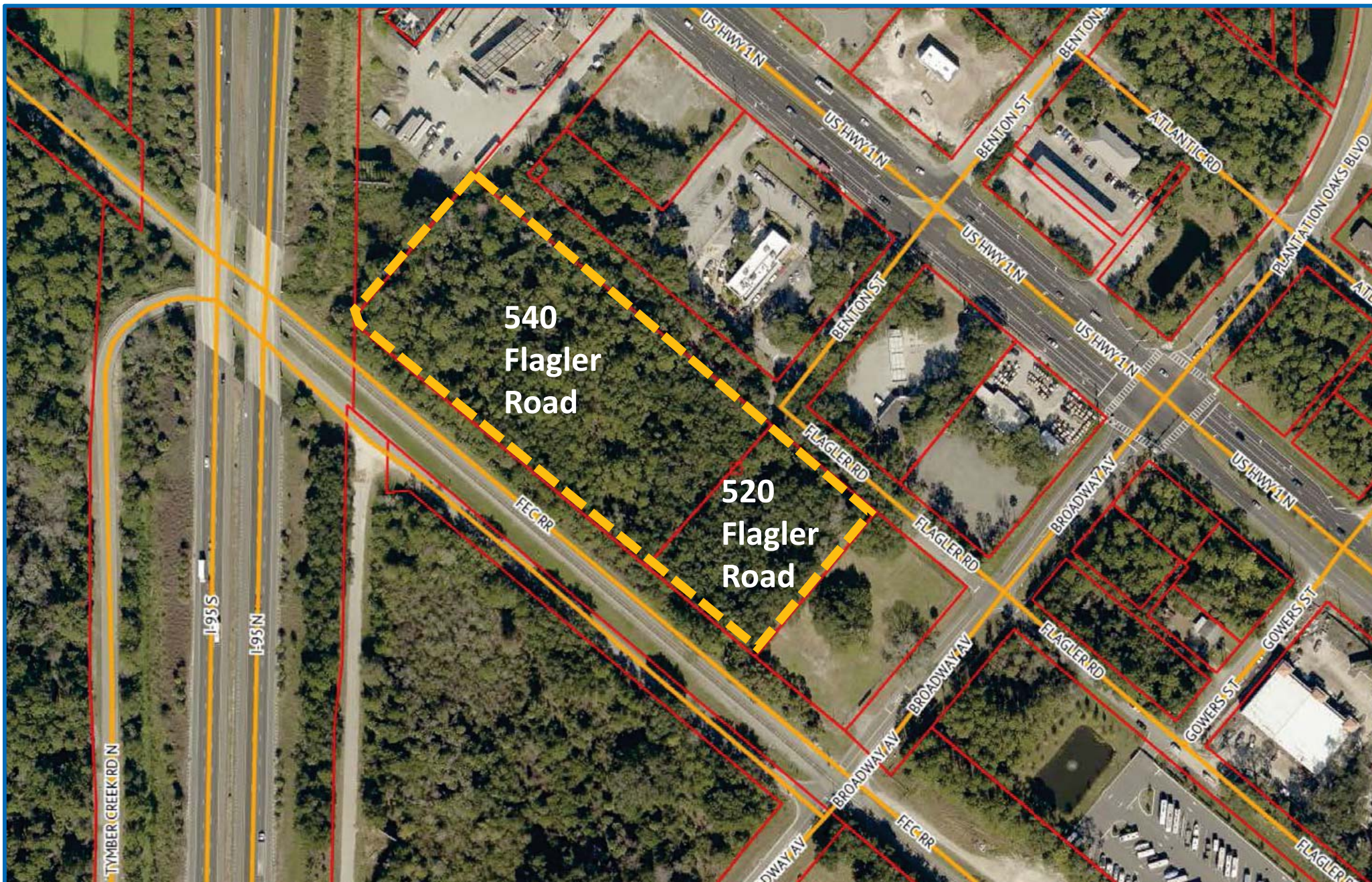
520 AND 540 FLAGLER ROAD
(3136-01-69-0020, 3136-01-68-0020)

Prepared By: The City of Ormond Beach
G.I.S. Department - August 19, 2022



N.T.S.

Aerial of North Interchange PBD, 520 and 540 Flagler Road



Aerial of North Interchange PBD, 520 and 540 Flagler Road



Aerial of North Interchange PBD and I-95



ATTACHMENT 3

- Applicant letter
- Listed species report;
and
- Trip generation
information for 520 & 540
Flagler Road



NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

August 24, 2022

Steven Spraker, Planning Director

City of Ormond Beach
Planning Department
22 South Beach Street
Ormond Beach, FL 32174

RE: North Interchange Planned Development (NIPD)

Parcel 1: – Industrial Warehouse Flex Space – 2.336 Ac. #3136-01-69-0020

Parcel 2: Indoor Storage and Outdoor Boat & RV– 3.395 Ac. #3136-01-68-0020

Dear Steven:

Please find enclosed and listed below the various plans, project overview, narratives and related documents in support of our request for the Planning Staff, Planning Board and City Commission to consider approval of the Planned Development for the North Interchange Planned Development (“NIPD”) consisting of approximately 5.731 acres.

- A. Planned Development Application Form (copy).
- B. Site Plans depicting the Parcel 1 and Parcel 2 projects.
- C. Survey of the combined parcel, consisting of 5.731 acres.
- D. Survey depicting the proposed lot line adjustment.
- E. Renderings of the proposed Industrial Warehouse Flex Space building - Parcel 1.
- F. Renderings of the proposed climate controlled Self Storage building with covered Outdoor Boat and RV storage – Parcel 2.
- G. Landscape Plans for both Parcel 1 and Parcel 2.
- H. Aerial photograph of the proposed project and surrounding properties.

PROJECT OVERVIEW

The proposed North Interchange Planned Development (NIPD) consists of two (2) parcels. Parcel 1 contains approximately 2.336 acres (Tax Parcel #3136-01-69-0020) and will be developed for Industrial Warehouse Flex Space and Parcel 2 contains 3.395 acres (Tax Parcel #3136-01-68-0020) will be developed for Indoor Storage and Covered Outdoor Boat and RV Storage. There is also a request for a lot line adjustment to support the proposed development.

The “NIPD” is bordered by the Florida East Coast Railway to the south, commercially developed and undeveloped land to the north and east and Interstate 95 to the west. There are no residential properties in the surrounding area of the North Interchange project.

The purpose of the Planned Development application is to incorporate other uses not currently permitted in the B-7 Commercial Zoning, request two (2) very minor waivers and also to present the significant public benefits that the Developer is providing to offset the waiver request.

The “NIPD” is the last commercial interchange area to be developed in Ormond Beach and the proposed use of this project will support both the commercial and residential development that continues to expand in the area in conjunction with the future Ormond Crossings project.

The Applicant has prepared fully engineered plans for both Parcel 1 and Parcel 2, including but not limited to boundary surveys, tree and topographic surveys, storm water design, right-of-way design, utility design, landscape plans and other design and consulting work to support the overall project.

The Applicant is also in the process of making submittals for all related governmental permits with the State, Volusia County and FDOT.

There are no historic trees and endangered animals located within the property boundaries. Furthermore, there are no wetlands that exist within the property limits.

PERMITTED USES UNDER EXISTING B-7 ZONING

The table below identifies the existing B-7 Zoning for Permitted Uses, Conditional Uses and Special Exceptions. The Applicant has agreed to remove certain uses under the current B7 Zoning as depicted by the “strike through” below.

The additional uses that are being requested under the Planned Development are shown below in **bold type**. These additional uses will support the proposed North Interchange project.

Permitted Uses	Conditional Uses	Special Exception Uses
1. Adult Day Care Center 2. Assisted Living Facility 3. Business and Professional Office 4. Business Service 5. Clubs and Fraternal Organization 6. Convenience Store, Type A 7. Cosmetic tattooing 8. Financial Institution 9. Funeral Home 10. Instructional Physical Activity 11. Retail Sales and Service 12. School, Public 13. Transient Lodging 14. Veterinarian 15. Warehouse, Business 16. Warehouse - Storage 17. RV - Boat Storage 18. Outdoor Storage 19. Warehouse, Mini Rental	1. Bar 2. Community Residential Home 3. Convenience Store, Type B 4. Convenience Store, Type C 5. Dwelling, Multifamily 6. Family Day Care Home 7. Golf Course, Contoured 8. Hospital 9. House of Worship 10. Nightclub 11. Parking Lot 12. Parking Garage 13. Parks and Recreation Facilities, Private 14. Parks and Recreation Facilities, Public 15. Personal Services 16. Public Facilities 17. Public Utilities 18. Recreational Facilities, Indoor 19. Restaurant, Type "A" 20. Restaurant, Type "B" 21. Restaurant, Type "C" 22. School, Private 23. Shopping Center 24. Telecommunications Towers, Camouflaged 25. Theater 26. Wind Energy System	1. Automatic Amusement Center 2. Nightclub 3. Outdoor Activity 4. Outdoor Storage 5. Recreational Facilities, Outdoor 6. Telecommunication Tower 7. Vehicle Rental

DIMENSIONAL REQUIREMENTS

REQUIRED SETBACKS			
	BUILDING		BUFFER
FRONT	20	FEET	10
REAR	10	FEET	6
SIDE	10	FEET	6
SIDE/CORNER	10	FEET	6

DIMENSIONAL REQUIREMENTS	
	REQ.
MAX. BUILDING HEIGHT	50 FT
MAX. LOT IMPERVIOUS	75%
TREE PRESERVATION	15%
MAX. BUILDING COVERAGE	40%

ARCHITECTURE

The architecture shall generally conform with the “Neo-Eclectic Architectural Style”. All buildings and accessory structures on the North Interchange project shall be developed generally consistent with the Neo-Eclectic Architectural Style providing a common architectural theme that shall complement one another and shall convey a sense of quality and permanence and shall be reviewed and approved as part of the final site plan for the individual units. The common architectural theme shall be implemented by coordinating the general appearance of all buildings and accessory structures.

The following is a list of acceptable materials for the exterior facade:

- a. Brick
- b. EIFS
- c. Stone Veneer including cultured stone
- d. Metal Standing seam roof
- e. Synthetic slate roof
- f. Cement or clay tile roof
- g. Fabric awnings
- h. Textured concrete
- i. Low E-glaze
- j. Aluminum or steel pre-finished coping
- k. TPO or similar roofing material for flat or sloped roofs not visible to the general public
- l. Stucco finish (synthetic or painted)
- m. Metal panels

The following materials are prohibited for exterior facades:

- a. Plasticized or translucent awnings
- b. Wood building sheathing or trim
- c. Exposed block (CMU)

WAIVERS

The Applicant is requesting the following waivers be approved for the North Interchange Planned Development project.

1. The development of Parcel 1 consists of two (2) warehouse buildings with no allowed outdoor storage. Parcel 2 consists of climate controlled indoor storage and outdoor covered boat and RV storage. The boat and RV storage spaces will be covered with roof and sides and will not be visible from Flagler Road or any property lines. Applicant is requesting a waiver to add warehousing uses and outdoor storage uses.
2. All buildings and accessory structures on the North Interchange project shall be developed generally consistent with the Neo-Eclectic Architectural Style. The Applicant is removing plasticized or translucent awnings, wood siding or trim and exposed CMU block. Applicant is requesting a waiver to add metal panel façade materials.
3. A small portion, 14.92-feet, of the overall parcel boundary is in close proximity to Interstate 95. Typically, a 60-foot buffer would be required for commercial property that abuts Interstate 95, however, if you look at the aerial map, you will see only a very small corner clip of the parcel is in close proximity to Interstate 95. Furthermore, this section of Interstate 95 is already super elevated as it is the ramp that inclines and declines over the Florida East Coast Railway and accordingly, an enhanced landscape buffer would have little or no Public Benefit. The 14.92-foot property is also next to the south property line (483.08-feet) that requires a 6-foot buffer and the north property line (288.52-feet) that requires a 6-foot buffer. The proposed landscape plan provides the required amount of 60-foot buffer trees for this area but does not provide 60-foot buffer width. Applicant is requesting a waiver to provide a 10-foot buffer width.
4. The development of Parcel 2 for indoor storage and outdoor boat – RV storage currently depicts three (3) buildings elevations that incorporate the business name “Extra Space Storage” on the North, South and West elevation.
 - a) The North building frontage is 155 LF. Signage visible from Flagler Road and US Highway 1. The total building signage permitted under the existing

B-7 zoning is 92.5 SF. Applicant is requesting a waiver to provide 150 SF.

- b) The South building frontage is 155 LF. Signage visible from I-95 north bound. The total building signage permitted under the existing B-7 zoning is 92.5 SF. Applicant is requesting a waiver to provide 150 SF.
- c) The West building frontage is 190 LF. Signage visible from I-95 south bound. The total building signage permitted under the existing B-7 zoning is 110 SF. Applicant is requesting a waiver to provide 150 SF.

PUBLIC BENEFITS

The Applicant will provide at no cost to the City and public the following Public Benefits:

1. The Developer will extend Flagler Road, including constructing paved access to the City Lift Station (road is currently a dirt road).
2. The Developer will provide a concrete apron to the existing City Lift Station.
3. New construction to further extend Flagler Road to Rosemary Street shall also be provided by the Developer.
4. A section of Rosemary Street shall be milled and overlaid to repair asphalt depressions and rutting.
5. The Developer will provide drainage for Flagler Road and will continue to maintain the storm water facility that supports the Flagler Road drainage. Please note that there currently is no existing drainage in place for Flagler Road.
6. Install drainage swales for Rosemary Street. Currently none exists.
7. Increase the width of the existing Flagler Road from 21-feet to 24-feet.
8. Provide front yard landscape buffers for both Parcel 1 and Parcel 2, which will include increased material quantities and larger material size to provide enhanced buffers to both projects.
9. The Developer will install approximately 1,400 lineal feet of 8-inch water main loop connectivity via Rosemary Street to Flagler Road to Broadway Avenue. This improvement will increase pressure for the overall interchange area.

TRAFFIC ANALYSIS

The current B-7 zoning includes a variety of permitted uses and Conditional Uses which generate significant traffic, both average daily trips and peak hour trips.

Some of the existing Permitted and Conditional Uses are retail sales and services, restaurants type A, B and C and convenience stores type A, B and C. These types of uses would have a significant traffic impact on the surrounding road network. The proposed uses contain approximate 24,000 square footage of warehouse flex space that generates 167 total daily trips and 22 AM Peak Hour (19-in, 3-out & 0 Pass-By) and 23 PM peak hour trips (3-in, 20-out & 0 Pass-By). The 110,600 square foot indoor warehouse storage facility generates a total of 277 daily trips and 17 AM Peak (10-in, 7-out & 0 Pass-By) and 29 PM peak hour trips (15-in, 14-out & 0 Pass-By).

If you were to compare the proposed warehouse flex and warehouse indoor storage to any other use in the B-7, you will find that the proposed project generates the lowest average daily trips and peak hour trips compared to the majority of permitted and conditional B-7 uses.

In closing, the location of this property and the lack of any residential property being adjacent to or in the vicinity of the requested Planned Development results in the proposed being a perfect location for both industrial warehouse flex space, indoor climate control storage and outdoor boat and RV storage. The exterior boat and RV storage will be screened from all elevations and will not be visible to Flagler Road.

I look forward to working with the Planning Staff, Planning Board and City Commission to secure your support for the North Interchange Planned Development.

If you have any questions or need additional information, please feel free to call or email me at Harry@Newkirk-Engineering.com.

Sincerely,

NEWKIRK ENGINEERING, INC.

Harry Newkirk, PE 62971
President/CEO, Newkirk Engineering, Inc.

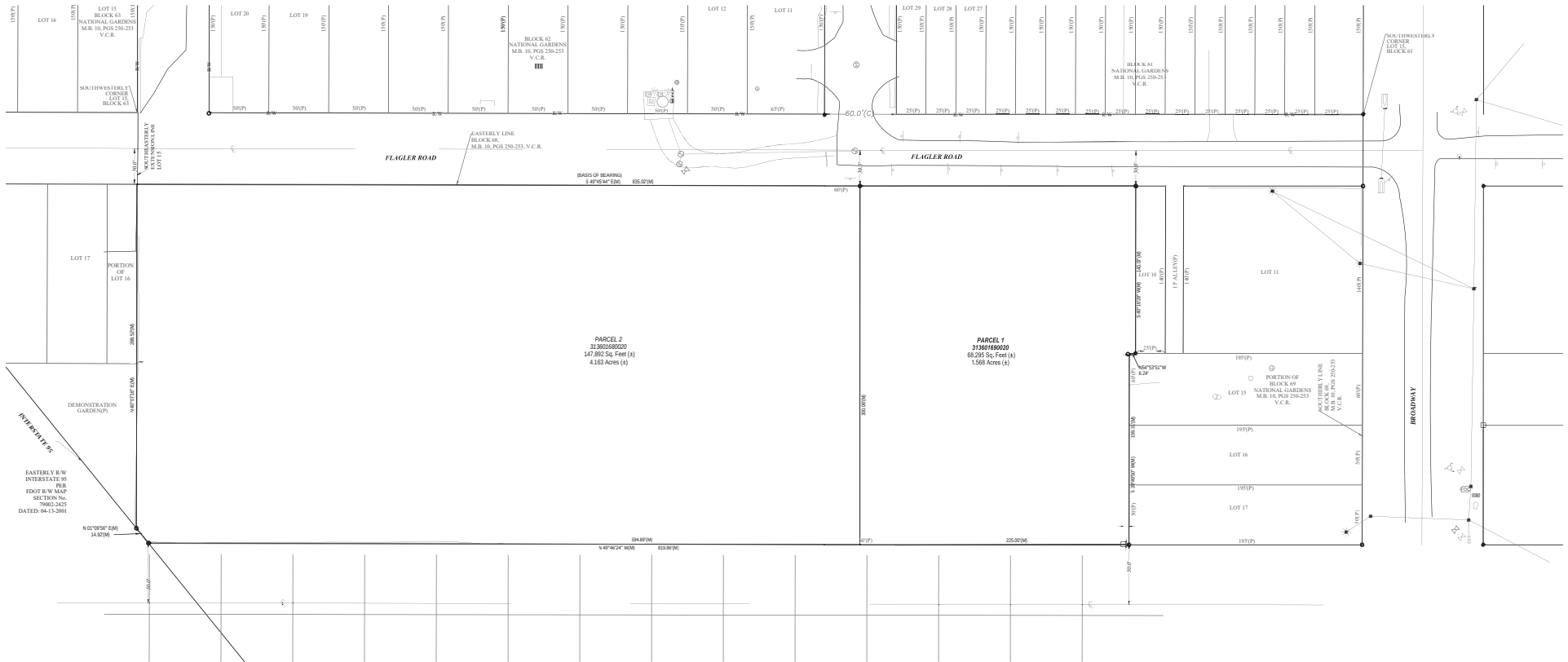
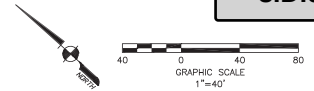


AERIAL MAP

SCALE: 1" = 400'

NORTH INTERCHANGE
EXISTING PARCEL 1 & 2
Ormond Beach, Florida

8.D.e

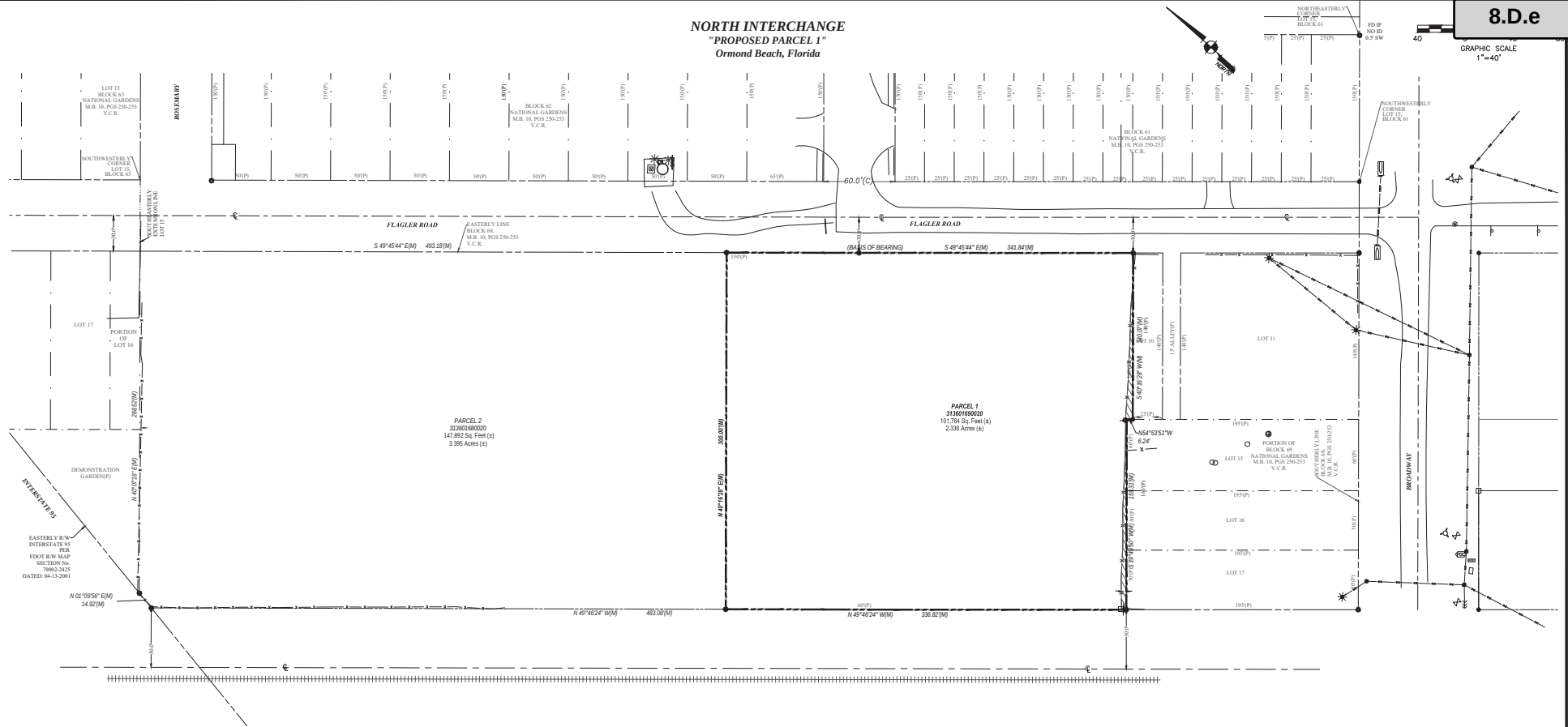


LEGAL DESCRIPTION:

ALL OF BLOCK 68, EXCEPT THAT PART WESTERLY OF THE SOUTHEASTERLY LINE OF LOT 15, BLOCK 63 EXTENDED, TOGETHER WITH ALL OF BLOCK 69, EXCEPT LOTS 10, 11, AND 15 TO 17 INCLUSIVE AND FURTHER TOGETHER WITH THAT PORTION OF UN-CONSTRUCTED BENTON STREET LYING SOUTHERLY OF FLAGLER ROAD; NORTHERLY OF THE RAILROAD RIGHT OF WAY AND BETWEEN BLOCKS 68 AND 69 OF THE NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING WESTERLY OF U.S. HIGHWAY No. 1 (STATE ROAD No. 5)

CERTIFIED TO: CITY OF ORMOND BEACH	TYPE OF SURVEY: Boundary REVISIONS:	Professional Surveyor SA 1 A SURVEYING, INC. Residential Construction Phone: 386.238.9231 555 W Granada Blvd., Suite D7, Ormond Beach, FL 32136 110 S 10th St, Ormond Beach, FL 32136 The foregoing boundary, topographic & survey information was prepared by SA 1 A SURVEYING, INC. in accordance with the standards of practice set forth by the Florida Board of Professional Surveyors and Mappers, per Chapter 463, F.S. and the rules and regulations of the Board.
Field Work by: TT Date: 03/06/22 Office Work by: BB Date: 03/31/22 Field Book: 00 Page: 00 Scale: 1"=40'	SITE ADDRESS: Flagler Road Ormond Beach, Florida	PROJECT: 22-11 03-31-2022 FORM 68378 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A PROFESSIONAL SURVEYOR AND MAPPER.

NORTH INTERCHANGE
"PROPOSED PARCEL 1"
Ormond Beach, Florida



LEGAL DESCRIPTION:
BEING A PORTION OF LOTS 1 THROUGH 6, BLOCK 69, AND ALL OF LOTS 2 THROUGH 9, 12 THROUGH 14, BLOCK 69, FURTHER TOGETHER WITH ALL OF THE UN-CONSTRUCTED BENTON STREET LYING SOUTHERLY OF FLAGLER ROAD; NORTHERLY OF THE RAILROAD RIGHT OF WAY, NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING WESTERLY OF U.S. HIGHWAY No. 1 (STATE ROAD No. 5) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHEASTERLY CORNER OF LOT 9, BLOCK 69, NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE, FLAGLER ROAD, A 60 FOOT RIGHT OF WAY AS NOW LAID OUT, MARKED BY AN IRON ROD AND CAP, ILLEGIBLE; THENCE DEPARTING SAID SAID WESTERLY RIGHT OF WAY LINE SOUTH 40 DEGREES 16 MINUTES 26 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 9, A DISTANCE OF 140.07 FEET TO A POINT ON THE NORTH LINE OF LOT 15 OF SAID BLOCK 69, THENCE NORTH 54 DEGREES 53 MINUTES 51 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 6.24 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 15; THENCE SOUTH 39 DEGREES 49 MINUTES 30 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOTS 15 THROUGH 17 OF SAID LOT 69 A DISTANCE OF 159.31 FEET TO THE NORTHWESTERLY CORNER OF LOT 17 OF SAID BLOCK 69, MARKED BY AN IRON PIPE AND CAP, ILLEGIBLE, ALSO BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE, FLORIDA EAST COAST RAILROAD COMPANY STATION, A 100 FOOT WIDE RIGHT OF WAY AS NOW LAID OUT; THENCE NORTH 49 DEGREES 46 MINUTES 24 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID EAST COAST RAILROAD COMPANY STATION A DISTANCE OF 356.62 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE NORTH 40 DEGREES 16 MINUTES 26 SECONDS EAST, A DISTANCE OF 300.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID FLAGLER ROAD, THENCE SOUTH 46 DEGREES 45 MINUTES 44 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, DISTANCE OF 341.84 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED LAND CONTAINS 101,764 SQUARE FEET OR 2.336 ACRES MORE OR LESS.

CERTIFIED TO:	TYPE OF SURVEY:
	Boundary, Tree and Topographic
	REVISIONS:
	Ditch profile grading, Add sewer
SITE ADDRESS:	PROJECT:
Field Work by: TE Date: 03/02/22 Office Work by: BR Date: 03/11/22	Flagler Road
Field Book: 00 Page: 00 Scale: 1" = 40'	Ormond Beach, Florida

Professional Surveyor
Phone: 386.238.9231
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174

SAIA
SURVEYING, INC.
Residential, Commercial, Subdivision
1000205

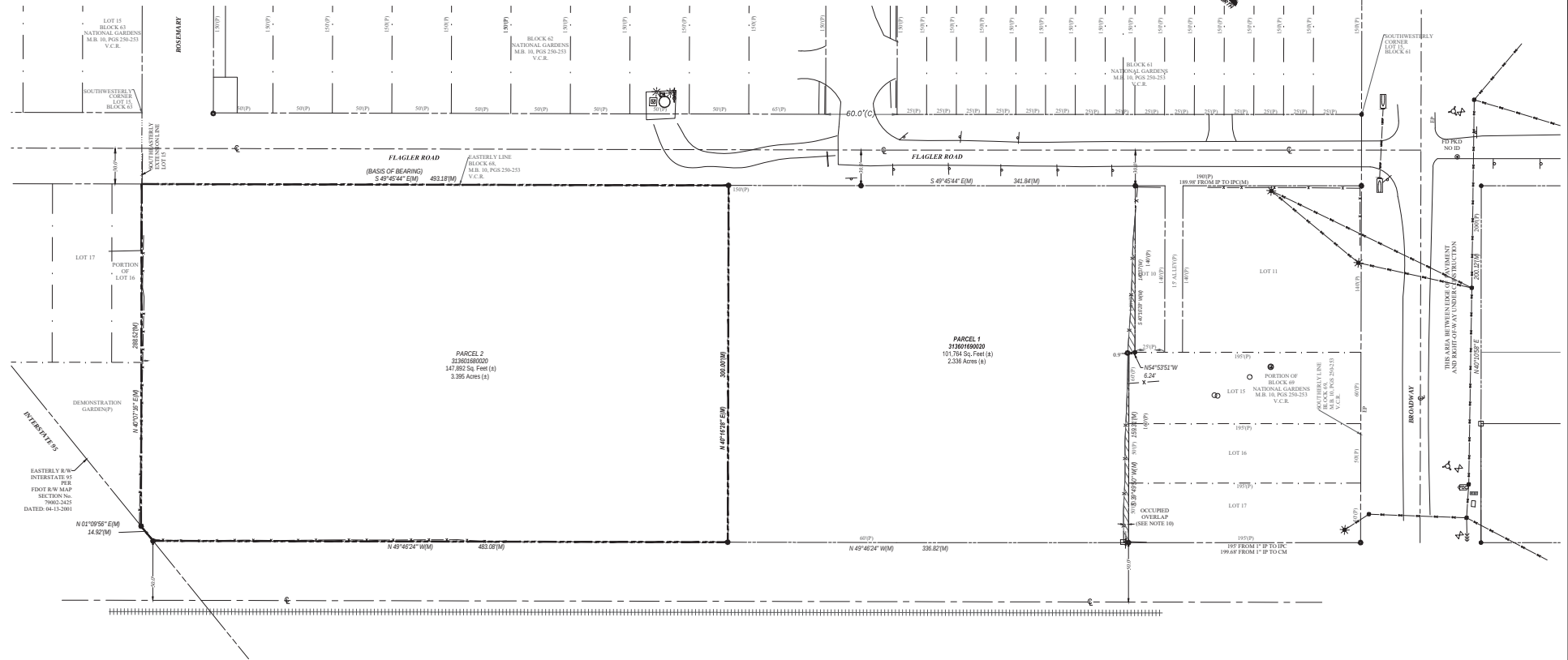
THE FOREGOING BOUNDARY, TOPOGRAPHIC & TREE SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PER CHAPTER 51-17, SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE EXPIRING SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PSM #6378
David McMillen

**NORTH INTERCHANGE
"PROPOSED PARCEL 2"
Ormond Beach, Florida**

8.D.e



LEGAL DESCRIPTION:

BEING A PORTION OF LOTS 1 THROUGH 6, ALL OF LOTS 8 THROUGH 15, A PORTION OF LOT 16 AND DEMONSTRATION GARDEN, NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING WESTERLY OF U.S. HIGHWAY No. 1 (STATE ROAD No. 5), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 16, BLOCK 68, NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE, FLAGLER ROAD, A 60 FOOT RIGHT OF WAY AS NOW LAID OUT, THENCE SOUTH 49 DEGREES 45 MINUTES 44 SECONDS EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID RIGHT OF WAY SOUTH 49 DEGREES 45 MINUTES 44 SECONDS, A DISTANCE OF 493.18 FEET, THENCE DEPARTING SAID RIGHT OF WAY LINE SOUTH 40 DEGREES 16 MINUTES 28 SECONDS WEST, A DISTANCE OF 300.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE, FLORIDA EAST COAST RAILROAD COMPANY STATION, A 100 FOOT WIDE RIGHT OF WAY AS NOW LAID OUT, THENCE NORTH 49 DEGREES 46 MINUTES 24 SECONDS WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 483.88 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, THENCE ALONG EASTERLY RIGHT OF WAY LINE FOR INTERSTATE 95 NORTH 01 DEGREES 09 MINUTES 56 SECONDS EAST, A DISTANCE OF 14.92 FEET, THENCE DEPARTING SAID RIGHT OF WAY NORTH 40 DEGREES 07 MINUTES 16 SECONDS EAST, A DISTANCE OF 288.52 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 147,892 SQUARE FEET OR 3.395 ACRES MORE OR LESS.

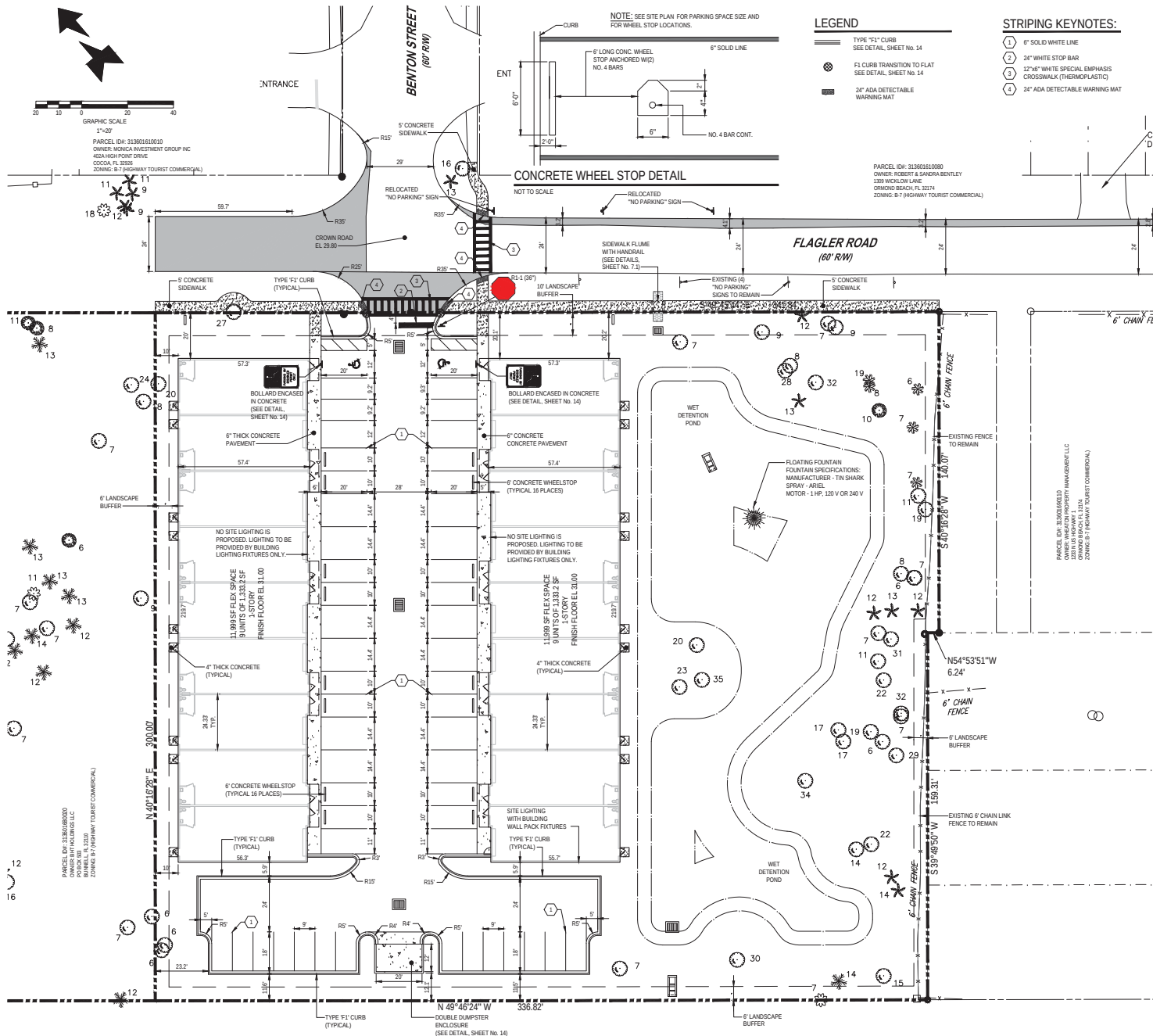
CERTIFIED TO: -		TYPE OF SURVEY: Boundary, Tree and Topographic REVISIONS: Ditch profile grading, Add sewer	
Field Work by: TE Date: 03/02/22 Office Work by: BR Date: 03/31/22 Field Book: 00 Page: 00 Scale: 1" = 40'		SITE ADDRESS: Flagler Road Ormond Beach, Florida PROJECT: 22-11	

SAIA
SURVEYING, INC.

Professional Surveyor
 Phone: 386.238.9231
 555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 FAX: 386.205.1486

THE FOREGOING BOUNDARY, TOPOGRAPHIC & TREE SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PER CHAPTER 51-17, SECTION 472.027, FLORIDA STATUTES.

David McMillen
 REAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
 PSM #6378
 David McMillen



8.D.e

8102 CITY COMMENTS

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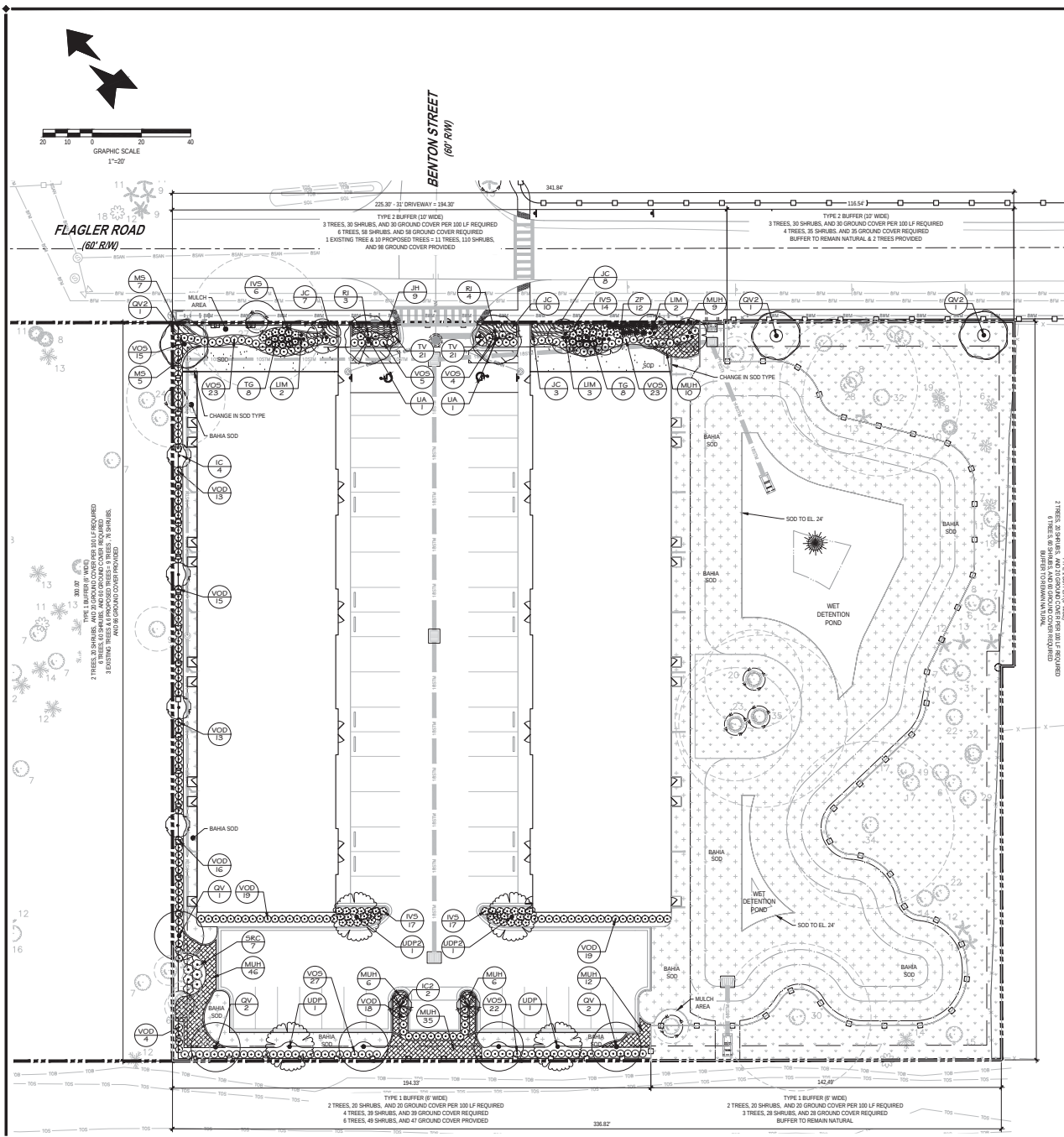
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PLANT SCHEDULE				
SHADE TREES	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
QV	5	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	2.5" CAL., 10' HT.
QV2	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3.5" CAL., 10' HT.
UA	2	ULMUS AMERICANA	AMERICAN ELM	3.5" CAL., 10' HT.
UDP	2	ULMUS PARVIFOLIA 'DRAKE'	DRAKE CHINESE ELM	2.5" CAL., 10' HT.
UDP2	2	ULMUS PARVIFOLIA 'DRAKE'	DRAKE CHINESE ELM	3.5" CAL., 10' HT.
UNDERSTORY TREES	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
IC	4	ILEX CAESINE	DANCOON HOLLY	2.5" CAL., 10' HT.
IC2	2	ILEX CAESINE	DANCOON HOLLY	3.5" CAL., 10' HT.
LIM	7	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	6" CAL. COMBINED, 10' HT.
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
HS	54	ILEX VOMITORIA 'STOKES DWARF'	STOKES DWARF YAWPOH HOLLY	3" GAL., 12" HT. X 18" SPRD.
RI	7	RHAPHOLEPS INDICA	INDIAN HAWTHORN	3 GAL., 15" HT. X 15" SPRD.
SRC	7	SERENIA REPENS 'CINEREA'	SILVER SAW PALMETTO	7 GAL., 48" O.C.
TO	18	THYSALEUS GALICA	THYSALEUS	3 GAL., 36" O.C.
VOD	117	VIBURNUM OBOVATUM 'DENSE'	WALTER'S VIBURNUM	3 GAL., 18" HT. X 14" SPRD.
VOS	119	VIBURNUM OBOVATUM 'SELECT'	WALTER'S VIBURNUM	3 GAL., 24" HT. X 18" SPRD.
ZP	12	ZAMIA PAULINA	COONTIE CYPRESS	3 GAL., 36" O.C.
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
JC	28	JUNIPERUS CONFERTA	SHORE JUNIPER	1 GAL., 30" O.C.
JH	9	JUNIPERUS HORIZONTALIS 'BLUE RUG'	BLUE RUG JUNIPER	3 GAL., 36" O.C.
MS	12	MIMOSA STROGILLATA	SUNSHINE MIMOSA	1 GAL., 24" O.C.
MU	124	MULLENBERGIA CAPILLARIS	PINK MULHLY GRASS	3 GAL., 36" O.C.
TV	42	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12" O.C.

MINIMUM TREE RATIOS	
SITE AREA	101,764
BASED ON SITE AREA (1/1,500 S.F.)	68
LANDSCAPE AREA	42,679
BASED ON LANDSCAPE AREA (1/400 SF)	107
EXISTING PROTECTED TREES TO REMAIN	23
EXISTING SPECIMEN TREES TO REMAIN	20
EXISTING PALMS TO REMAIN (3:1)	2
EXISTING TREES BETWEEN 2" - 5.99"	29
TREES PROPOSED 2.5" CALIPER TREES (18 x 1 TREE CREDIT)	18
TREES PROPOSED 3.5" CALIPER TREES (19 x 2 TREE CREDITS)	18
TOTAL TREES PROVIDED	110

NOTE: TREES BETWEEN 2" - 5.99" IN THE TREE PROTECTION AREA HAVE NOT BEEN SURVEYED AND WILL SERVE AS THE REMAINDER OF THE MINIMUM REQUIRED TREES.

- ON-SITE TREE LEGEND**
- ASH TREE
 - CEDAR TREE
 - HACKBERRY TREE
 - OAK TREE
 - PALM TREE
 - PINE TREE

- LEGEND**
- ST. AUGUSTINE SOD
 - BAHA SOD
 - TREE PRESERVATION AREA

8.D.e

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C.A. # 30209
L.C. # 2023
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NEWKIRK ENGINEERING

LANDSCAPE PLAN
NORTH INTERCHANGE INDUSTRIAL
FLEX SPACE
FOR FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
LAUREN ADAMS, P.E. # 16617278 ON

LAUREN ADAMS
NO. 6667278
STATE OF FLORIDA
REGISTERED PROFESSIONAL ENGINEER

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PROJECT No: 2022-101
DATE: JUNE 2022
DESIGN BY: LAA
DRAWN BY: BWV
CHECKED BY: LAA
SCALE: 1" = 20'
DRAWING NUMBER

L1

PAVING LEGEND

ASPHALT PAVEMENT (SITE)
1.5" SP-9.5 (TL-C) WITH TACK COAT PER FOOT SPECIFICATIONS
6" CRUSHED CONCRETE (LBR-130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS)
12" STABILIZED SUBBASE (LBR-40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION)
*ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR-130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS)
*ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT

CONCRETE PAVEMENT
6" CONCRETE (4000 P.S.I. @ 28 DAYS)
12" STABILIZED SUBGRADE (LBR-40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER ASTM D1557, AASHTO T-180 (6" LIFTS)
SEE DETAIL, SHEET NO. 19 AND CITY DETAIL R-11A ON SHEET 21
CONCRETE SIDEWALK
4" THICK CONCRETE (4000 P.S.I. @ 28 DAYS)
SEE SIDEWALK DETAIL SHEET NO. 19 & 20

ASPHALT PAVEMENT (SITE)
1.5" SP-9.5 (TL-C) WITH TACK COAT PER FOOT SPECIFICATIONS
6" CRUSHED CONCRETE (LBR-130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS)
12" STABILIZED SUBBASE (LBR-40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION)
*ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR-130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS)
*ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT

CONCRETE PAVEMENT
6" CONCRETE (4000 P.S.I. @ 28 DAYS)
12" STABILIZED SUBGRADE (LBR-40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER ASTM D1557, AASHTO T-180 (6" LIFTS)
SEE DETAIL, SHEET NO. 19 AND CITY DETAIL R-11A ON SHEET 21
CONCRETE SIDEWALK
4" THICK CONCRETE (4000 P.S.I. @ 28 DAYS)
SEE SIDEWALK DETAIL SHEET NO. 19 & 20

GENERAL NOTES:

- CITY OF ORMOND BEACH BUILDING PERMITS ARE REQUIRED FOR BUILDING, DUMPSTER ENCLOSURE, LIGHT POLES, SCREEN WALLS AND MONUMENT SIGNS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, SHOP DRAWINGS, ETC.)
- ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
- ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION OR GPS. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
- THE CONTRACTOR SHALL COORDINATE WITH THE EXISTING ADJACENT BUSINESSES TO ENSURE THERE IS NO DISRUPTION TO THEIR RESPECTIVE OPERATIONS.
- THE CONTRACTOR AT ITS OWN DISCRETION SHALL MAINTAIN THE CONSTRUCTION SITE SECURE FROM TRESPASS.
- SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA SOD.
- ALL CONSTRUCTION IN THE FOOT ROW SHALL CONFORM TO THE LATEST EDITIONS OF THE FOOT DESIGN STANDARDS (INDEX), THE FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FOOT UTILITY ACCOMMODATION MANUAL.

PAVEMENT MARKING NOTES:

- PAINTED PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF SAND AND DEBRIS PRIOR TO APPLICATION.
- APPLY PAINTED PAVEMENT MARKINGS AT LAST STAGE OF CONSTRUCTION AFTER LANDSCAPE PLANTINGS ARE INSTALLED.
- PAINT SHALL BE SHERWIN WILLIAMS LOW VOC ACRYLIC PRO PARK PAINT. APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS.
- ALL REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED IN ACCORDANCE WITH FOOT STANDARD INDEX NO. 705-001.
- ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEX NO. 17801 AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
- LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.
- FOR ADDITIONAL DETAILS SEE INDEX NO. 705-001, 705-001, 17344 AND 711-001.
- ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM 30 GA ALUMINUM BLANKS. ALL 36"X48" SIGNS SHALL BE 300 GA MINIMUM AND SHALL BE INSTALLED USING 3/4"X12" ROUND ALUMINUM POST. ALL STOP SIGNS SHALL BE 36" OCTAGON INSTALLED ON 12.5 LB/SFT 1/2" CHANNEL POST RAIL STEEL ONLY OR 3/4"X12" ROUND ALUMINUM POSTS. 1/2" CHANNEL POSTS MAY BE USED FOR SIGNS SMALLER THAN 36"X48". ALL SPEED LIMIT SIGNS SHALL BE 36"X48".

STRIPING KEYNOTES:

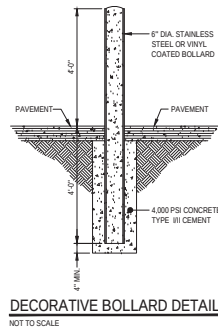
- 6" SOLID WHITE LINE
- 6" SOLID YELLOW LINE
- 6" SOLID YELLOW LINE, 4" O.C. @ 45°
- 6" SOLID YELLOW LINE, 10" O.C. @ 45°
- 24" WHITE STOP BAR
- 12"x6" WHITE SPECIAL EMPHASIS CROSSWALK (THERMOPLASTIC)
- 24" ADA DETECTABLE WARNING MAT

LEGEND

- TYPE "F1" CURB SEE DETAIL, SHEET NO. 19
- F1 CURB TRANSITION TO FLAT SEE DETAIL, SHEET NO. 19
- 24" ADA DETECTABLE WARNING MAT

CURB RAMP LEGEND

- 1 SIDEWALK CURB RAMP C (SEE DETAIL, SHEET NO. 23)



DECORATIVE BOLLARD DETAIL
NOT TO SCALE



WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

8.D.e

8.D.22	CITY COMMENTS
8.D.22	CITY COMMENTS

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Ormond Beach, Florida 32174
www.newkirk-engineering.com
CA # 30209
LC # 0033
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SITE LAYOUT PLAN
NORTH INTERCHANGE STORAGE
540 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

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HARRY H. NEWKIRK, P.E. # 62971
STATE OF FLORIDA
PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971
PROJECT No: 2022-101
DATE: JUNE 2022
DESIGN BY: HHN
DRAWN BY: NWS
CHECKED BY: HHN
SCALE: 1" = 20'
DRAWING NUMBER

7

UNITED STATES CUSTOMS SERVICE



JOB NUMBER	3516
PLAN DATE	

"I have received 17
 more funding requests from
 non-Hispanic Black men
 and white men. There
 are white fund donors
 interested in supporting
 education, but they
 don't understand
 the history of racism in
 education," he says.

LOT:
FLACKEN DRIVE
DUNEDIN BEACH
FLORIDA

ELEVATIONS
SHEET

1







PAVING LEGEND

ASPHALT PAVEMENT (SITE)
1.5" SP-9.5 (TL-C) WITH TACK COAT PER FOOT SPECIFICATIONS
6" CRUSHED CONCRETE (LBR-100) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LFTS)
12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION)
*ALTERNATE 12" STABILIZED SUBGRADE: 6" CRUSHED CONCRETE (LBR-100) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LFTS)
*ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT

1.5" SP-9.5 (TL-C) WITH TACK COAT PER FOOT SPECIFICATIONS
6" CRUSHED CONCRETE (LBR-100) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LFTS)
12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION)

CONCRETE PAVEMENT
CONCRETE SIDEWALK
4" THICK CONCRETE (0.000 P.S.I. @ 28 DAYS) SEE SIDEWALK DETAIL SHEET NO. 19 & 20

ASPHALT MILLING
MILL EXISTING ASPHALT 1" AVERAGE DEPTH OVERLAY WITH 1" SP-9.5 (TL-C) WITH TACK COAT PER FOOT SPECIFICATIONS

CONCRETE PAVEMENT
6" CONCRETE (4,000 P.S.I. @ 28 DAYS)
12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER ASTM D1557, AASHTO T-180 (4" LFTS) SEE DETAIL SHEET NO. 19 AND CITY DETAIL R-12A ON SHEET 21

CONCRETE SIDEWALK
4" THICK CONCRETE (0.000 P.S.I. @ 28 DAYS) SEE SIDEWALK DETAIL SHEET NO. 19 & 20

GENERAL NOTES:

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STRIPING KEYNOTES:

- 24" WHITE STOP BAR
- 8" DOUBLE YELLOW LINE

PAVEMENT MARKING NOTES:

- PAINTED PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF SAND AND DEBRIS PRIOR TO APPLICATION.
- APPLY PAINTED PAVEMENT MARKINGS AT LAST STAGE OF CONSTRUCTION AFTER LANDSCAPE PLANTINGS ARE INSTALLED.
- PAINT SHALL BE SHERWIN WILLIAMS LOW VOC ACRYLIC PRO PARK PAINT. APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS.
- ALL REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED IN ACCORDANCE WITH FOOT STANDARD INDEX NO. 700-001.
- ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEX NO. 17001 AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
- LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.
- FOR ADDITIONAL DETAILS SEE INDEX NO. 700-001, 700-101, 17041 AND 711-001.
- ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM 20 GA ALUMINUM BLANKS. ALL 18"X24" SIGNS SHALL BE 100 GA MINIMUM AND SHALL BE INSTALLED USING 1/2"X12" ROUND ALUMINUM POST. ALL STOP SIGNS SHALL BE 36" OCTAGON INSTALLED ON 12.5 LB/SF 1/2" CHANNEL POST RAIL STEEL ONLY OR 3/4"X12" ROUND ALUMINUM POSTS. 1/2" CHANNEL POSTS MAY BE USED FOR SIGNS SMALLER THAN 36"X24". ALL SPEED LIMIT SIGNS SHALL BE 36"X24".

FDOT GENERAL NOTES:

- MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON (ON SITE).
- THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK WITHIN THE FOOT ROW.
- ALL WORK PERFORMED WITHIN THE FOOT ROW SHALL BE IN ACCORDANCE WITH THE 2022 / 2023 EDITION OF THE FOOT DESIGN STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2023 EDITION OF THE FOOT UTILITY ACCOMMODATION MANUAL AND FOOT STANDARD PLANS FY 2021-22.
- IT IS THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FOOT FACILITIES CAUSED BY THE CONSTRUCTION OF THIS PROJECT.
- ANY TEST RESULTS TAKEN DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE DEPARTMENT UPON REQUEST.
- ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT TO NEAREST JOINT IN GOOD CONDITION, SO A CONTRACT THAT IS FREE OF CRACKS, DEFORMITIES OR VOIDS & IRREGULARITIES ARE NOT DEFECTIVE.
- ALL STRIPING WITHIN THE FOOT RIGHT-OF-WAY SHALL BE PERFORMED THERMOPLASTIC.
- ALL CONCRETE SHALL BE AN APPROVED FOOT MIX DESIGN OF 3,000 PSI.
- ALL MATERIALS INSTALLED INSIDE FOOT ROW SHALL BE ON THE QUALIFIED PRODUCTS LIST OR APPROVED PRODUCTS LIST.
- ALL CONSTRUCTION SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
- THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC AND BARRICADE PLAN TO THE ENGINEER FOR APPROVAL WITH THE BID. INCLUDE THE MOT PLAN AT THE PRECONSTRUCTION MEETING.
- ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND THE FOOT INSPECTOR NOTIFIED FOR APPROVAL.
- ALL BARRICADES AND POSTED SIGNAGE SHALL REMAIN IN PLACE UNTIL PAVING WORK IS COMPLETE. ALL BARRICADES SHALL BE VERIFIED IN PLACE BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
- SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA.
- THE CONTRACTOR SHALL ENSURE THAT ALL SIDEWALKS AND CROSSWALKS CONFORM TO THE CURRENT REQUIREMENTS OF THE AMERICANS WITH DISABILITY ACT (ADA).
- ALL SIGNS AND PAVEMENT MARKINGS THAT ARE REMOVED OR DAMAGED BY CONSTRUCTION ACTIVITIES RELATED TO THIS PROJECT ARE TO BE REPLACED TO THEIR PRECONSTRUCTION CONDITIONS.
- ALL SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO FOOT STANDARD INDEX NO. 711-001.
- IN THE EVENT PERMANENT VEHICLE DETECTION IS DISRUPTED, PROVIDE AN ALTERNATIVE MEANS OF DETECTION TO ALL LANES APPROACHING THE INTERSECTION, SEPARATING EACH MOVEMENT WHICH PREVIOUSLY HAD DETECTION. THE TYPE OF DETECTION SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. EQUIPMENT SHALL ONLY DETECT THE INTENDED MOVEMENT.
- THERE SHALL BE NO SR 40 (W GRANADA BOULEVARD) CLOSURES DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
- THERE SHALL BE NO WORK WITHIN THE VICINITY OF THE SIGNALIZED INTERSECTION DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
- CONTRACTOR TO PROVIDE TEMPORARY VIDEO DETECTION FOR SIGNAL WHILE LOOPS ARE DISTURBED DURING MILLING AND RESURFACING.

VOLUSIA COUNTY NOTES:

- NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (888) 738-6938 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM RECAVATION OR OTHER MEASURES NECESSARY FOR THE PROTECTION OF WORK.
- VOLUSIA COUNTY TRAFFIC ENGINEERING (888) 738-6938 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
- COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (888) 738-6938 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
- OPERATING WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS RESTRICTION.
- ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY ALTERNATE IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 600. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1 IN CROSS SLOPE AND 2 IN MAXIMUM CROSS SLOPE PER ADA STANDARDS.
- DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PRESTABILIZED INLANDS AND PAVES. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL, PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
- NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEER. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FOOT DESIGN STANDARD INDEX NO. 600.
- RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT-OF-WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

8.D.e

8202 CITY COMMENTS

12/20 North USL Suite 3

Ormond Beach, Florida 32174

www.newkirk-engineering.com

CA # 20029

FL # 20029

CVL ENGINEERING

Transportation, Civil & Landscape Architecture

NEWKIRK ENGINEERING

OFFSITE LAYOUT PLAN

NORTH INTERCHANGE STORAGE

540 FLAGLER ROAD

ORMOND BEACH, FLORIDA 32174

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY H. NEWKIRK, P.E. # 62971 ON

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT No: 2022-101

DATE: JUNE 2022

DESIGN BY: HHN

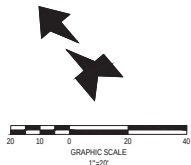
DRAWN BY: NWS

CHECKED BY: HHN

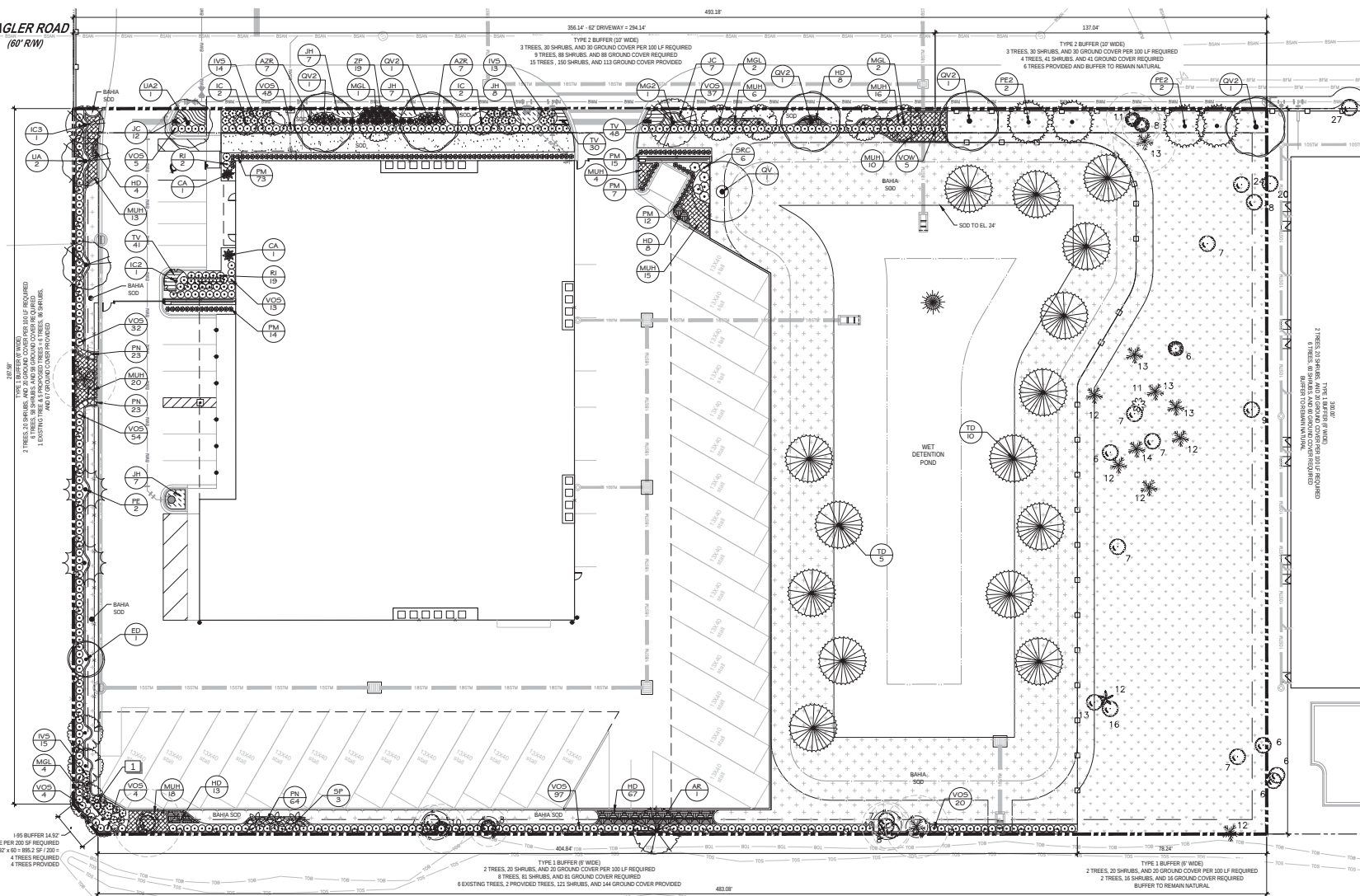
SCALE: 1" = 30'

DRAWING NUMBER

8



FLAGLER ROAD
(60' RW)



MINIMUM TREE RATIOS	
SITE AREA	147,892
BASED ON SITE AREA (1/1,500 S.F.)	99
LANDSCAPE AREA	53,704
BASED ON LANDSCAPE AREA (1/400 S.F.)	134
EXISTING PROTECTED TREES TO REMAIN	32
EXISTING SPECIMEN TREES TO REMAIN	5
TREES PROPOSED 2.5" CALIPER TREES (9 x 1 TREE CREDIT)	9
TREES PROPOSED 3.5" CALIPER TREES (23 x 2 TREE CREDITS)	46
TREES PROPOSED 4.5" CALIPER TREES (15 x 3 TREE CREDITS)	45
TOTAL TREES PROVIDED	137

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
[Symbol]	TREES FOR BUFFER HAVE BEEN MOVED TO ADJACENT BUFFER AS A RESULT OF SPACE RESTRAINTS.

ON-SITE TREE LEGEND

ASH TREE	[Symbol]
CEDAR TREE	[Symbol]
HACKBERRY TREE	[Symbol]
OAK TREE	[Symbol]
PALM TREE	[Symbol]
PINE TREE	[Symbol]

LEGEND

[Symbol]	ST. AUGUSTINE SOD
[Symbol]	BAHA SOD
[Symbol]	TREE PRESERVATION AREA

8.D.e

8.D.102	CITY COMMENTS
8.D.102	CITY COMMENTS

1230 North US1, Suite 3
Ormond Beach, Florida 32174
C.A. # 20009
L.C. # 2003
CIVIL ENGINEERING
TRANSPORTATION, C&E & LANDSCAPE ARCHITECTURE



LANDSCAPE PLAN
NORTH INTERCHANGE INDUSTRIAL
STORAGE
340 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
LAUREN ADAMS, P.E. # 16617278 ON



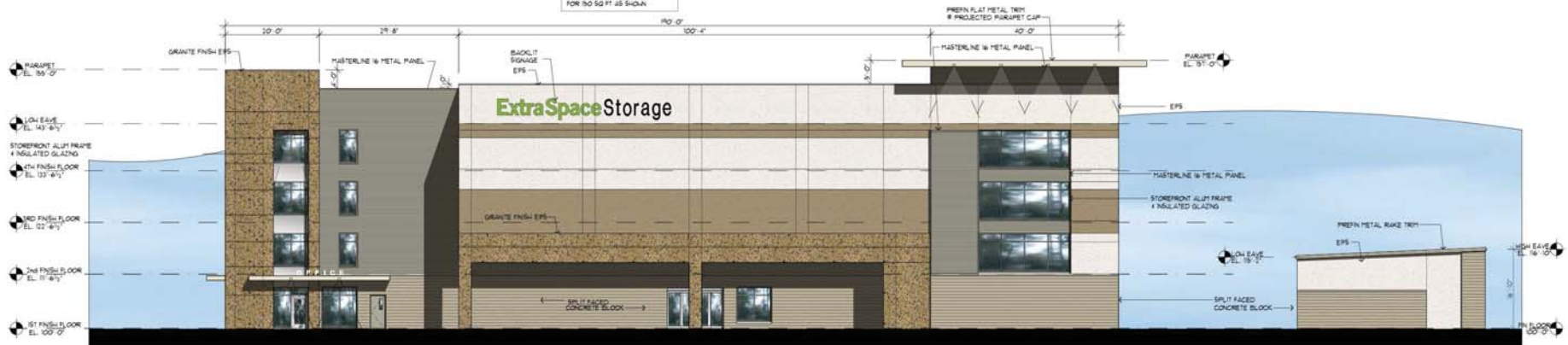
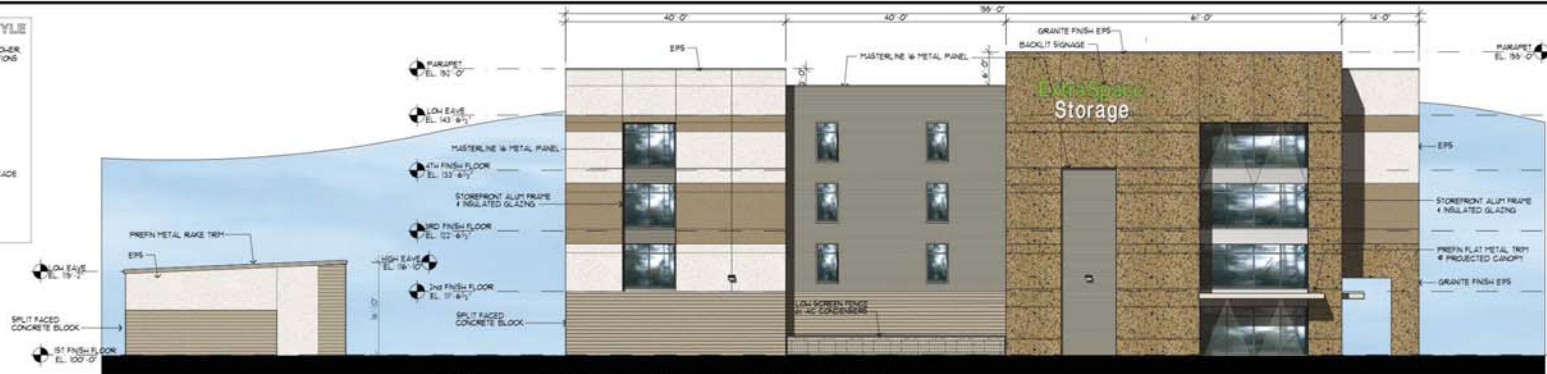
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PROJECT No:	2022-101
DATE:	JUNE 2022
DESIGN BY:	LAA
DRAWN BY:	BWW
CHECKED BY:	LAA
SCALE:	1" = 20'
DRAWING NUMBER	

L1

NEO-ECLECTIC ARCHITECTURAL STYLE

1. A. HAVING BROKEN UP AT 40' OC.
INCLUDES COLOR CHANGE, OVERHANGS, BUILDING WALL OFFSETS, TOWER VARIATION IN ROOF HEIGHT, PROJECTIONS AND RECESSED SECTIONS
1. B. EXTERIOR FINISH MATERIALS
INTERIOR COLOR: SPLIT FACED CMU
EXTERIOR INSULATED FINISH SYSTEM
CONCRETE FASTENER MESH MASTERLINE & METAL PANEL
1. C. DOORS/ENTRANCES
SETBACK COVERED CANOPIES
1. D. ROOF
1. FLAT ROOF BY PARAPETS AND CORNICES
2. VERT CHANGE IN 3' FROM DOMINANT ROOFLINE
3. 1 PLANE CHANGE FROM DOMINANT ROOFLINE & PRIMARY FACADE
1. E. COLORS: EARTH TONES
2. BUILDING FACADES TO INCLUDE A REPEATING PATTERN WITHIN 3'
- A. COLOR CHANGE
B. TEXTURE CHANGE
C. MATERIAL CHANGE

**MATERIAL LEGEND**

TAG	DESCRIPTION
A	EXTERIOR INSULATED FINISH SYSTEM DRYVIT 103 NATURAL WHITE
B	EXTERIOR INSULATED FINISH SYSTEM DRYVIT 38 MONSIEUR BROWN
C	GRANITE FINISH EPS 570 CREAMY GRANITE POLARIS
D	SPLIT FACED BLOCK w/ INTEGRAL COLOR & MATCHING PORTLAND LIMESTONE COLOR
E	CONCRETE FASTENER MESH MASTERLINE & METAL PANEL JAW GRAY
F	PREPARED TRIM ALMOND



SOUTH ELEVATION
SIGNAGE CALCULATION
75' LP FRONTAGE
30 SQ FT + (75'-5') x 12.5 SQ FT
WAIVER REQUESTED IN PBD
FOR 30 SQ FT AS SHOWN

8-23-22

ISSUE DATE
SUBMITAL 8-28-2022
8-23-2022
8-23-2022

STORAGE BUILDING
RV/BOAT STORAGE
FLAGLER ROAD AT ROSEMARY STREET
ORMOND BEACH, FLORIDA 32174

**Kaufman
Design
Group**

ARCHITECTURE

12371 E. LINCOLN CT.
WICHITA, KS 67207
(316) 618-0448
(316) 618-0448 fax
skaufman@cox.net

SHEET TITLE
EXTERIOR ELEVATIONS

SHEET NUMBER

A2

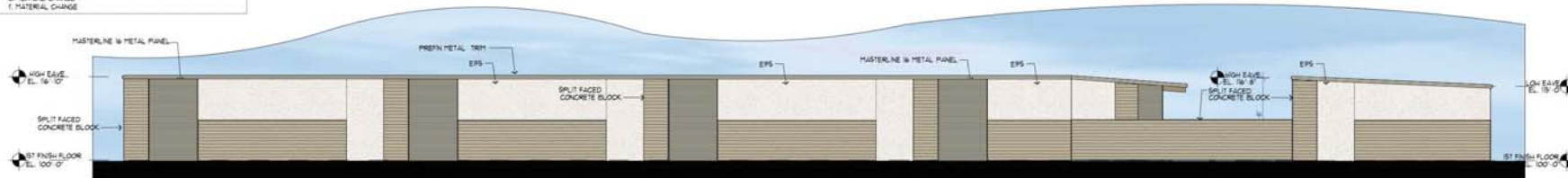
OF SHEETS



EAST ELEVATION

scale 3/32" = 1'-0"

NEO-ECLECTIC ARCHITECTURAL STYLE
 1. EXTERIOR FINISH MATERIALS
 INTEGRAL COLOR SPLIT FACED CMU
 EXTERIOR INSULATED FINISH SYSTEM
 CONCEALED FASTENER HBC MASTERLINE & METAL PANEL
 2. BUILDING FACADES TO INCLUDE A REPEATING PATTERN WITH
 A. COLOR CHANGE
 B. TEXTURE CHANGE
 C. MATERIAL CHANGE



SOUTH ELEVATION RV/BOAT CANOPY

scale 3/32" = 1'-0"



EAST ELEVATION RV/BOAT CANOPY

scale 3/32" = 1'-0"

8-23-22

ISSUE DATE
 SUBMITTAL 8/24/2023
 8/25/2023
 8/23/2022

STORAGE BUILDING
 RV/BOAT STORAGE
 FLAGLER ROAD AT ROSEMARY STREET
 ORMOND BEACH, FLORIDA 32174

**Kaufman
 Design
 Group**

ARCHITECTURE

12371 E. LINCOLN CT.
 WICHITA, KS 67207
 (316) 618-0448
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 skaufman@cox.net

SHEET TITLE
 EXTERIOR ELEVATIONS

SHEET NUMBER

A3

OF SHEETS



January 26th, 2022

Harry Newkirk, PE # 62971 P, CEO
Newkirk Engineering, INC.
1370 North US1, Suite 204
Ormond Beach, FL 32174

**Re: North Interchange Property
Volusia County, FL
Listed Species Report
ECS Project No. 355.62.22**

Dear Harry:

On January 26th, 2022, a listed species survey was conducted on the North Interchange property. The subject property is located immediately northeast of Tymber Creek Road, east of Interstate 95, west of Broadway Avenue and south of U.S. Highway 1 in Ormond Beach, Florida. More specifically, the subject property is located within Section 36 Township 13 South and Range 31 East of Volusia County, Florida.

The subject property consists of forested habitat surrounded by development. Numerous homeless camps are present onsite.

A survey of the project boundaries was conducted to assess the potential occurrence of flora and fauna listed as threatened or endangered by the United States Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), and the Florida Department of Agriculture (FDA). Tables 1 and 2 provide a listing of the species known to occur within Volusia County and their expected occurrence of the project site. The findings and conclusions of the survey are reported in this letter.

The survey was conducted by Ecological Consulting Solutions Inc (ECS) for the purpose of evaluating the site for the presence or absence of wetland habitat and protected flora and fauna or their habitat. The survey was conducted by means of pedestrian transects in the early morning to assure the potential of observing listed fauna as recommended by the FWC and the USFWS.

Longwood Office
410 North Street, Unit 130
Longwood, FL 32750
Phone: (407) 869-9434
Fax: (407) 869-9436

Tampa Office
419 W. Platt St., Suite 103
Tampa, FL 33606
Phone: (813) 254-5959

The following resources were used for supporting information during the site assessment and letter preparation:

- Color aerial photographs (1" = 300), 2021, Google Earth, Volusia County, Florida.
- United States Geological Survey (USGS) 7.5-minute quadrangle map, Volusia County, Florida, (ArcGIS).
- National Wetlands Inventory Mapping, U.S. Fish and Wildlife Service.
- Official Lists of Endangered and Potentially Endangered Fauna and Flora in Florida (USFWS and FWC).

Pedestrian and vehicular surveys of the proposed project site were conducted in order to qualitatively document the existing vegetation and to assess the present land use patterns according to *the Florida Land Use, Cover and Forms Classification System, Department of Transportation* (FLUCFCS; DOT 1999). One (01) land-use type was determined for the project site (Figure 1). A brief description of the FLUCFCS community is provided below.

434 – Hardwood-Conifer Mixed

The canopy contains a mixture of live oaks (*Quercus virginiana*), laurel oak (*Quercus laurifolia*), slash pine (*Pinus elliottii*), sweet gum (*Liquidambar styraciflua*), and cabbage palm (*Sabal palmetto*). Other species observed include wild bamboo (*Lasiacis divaricata*), bahia grass (*Paspalum notatum*), lantana (*Lantana camara*), smilax (*Smilax auriculata*), black berry (*Rubus fruticosus*), grapevine (*Vitis rotundifolia*), and American beauty berry (*Callicarpa americana*).

Listed Species Survey

A survey was conducted using pedestrian transects throughout the site to assess the occurrence, or potential for occurrence, of flora and fauna listed as threatened, endangered, or as species of special concern (SSC) by the Florida Fish and Wildlife Conservation Commission (FWC), United States Fish and Wildlife Service (USFWS), and Florida Department of Agriculture (FDA).

On December 23, 2018, the State listing status changes that were proposed in 2011 as part of the newly implemented imperiled species management system became official after the approval of Florida's Imperiled Species Management Plan by FWC Commissioners.

- Four species were removed from Florida's Endangered and Threatened Species List as State Species of Special Concern: Harlequin darter, Osprey (Monroe County population), Homosassa shrew, and Sherman's fox squirrel.

- The Alligator snapping turtle was taxonomically reclassified into three subspecies. The Suwannee alligator snapping turtle was listed as a State-designated Threatened species.
- Two species were listed as Federally-designated Threatened species: Giant manta ray and Nassau grouper.
- Four species had changes in their scientific names: Short tailed snake, Bluetail mole skink, Florida Keys mole skink, and sand skink.

Birds

Approximately 35 species (and sub-species) of birds found in Florida are protected by the FWC and/or the USFWS. For Volusia County, the USFWS federally lists five (5) bird species. No listed birds were observed at this site.

Florida scrub jays (*Aphelocoma c. coerulescens*) were not observed on the project site. This species is listed as threatened at the state and federal levels. The property does not contain scrub habitat. There were no open sandy patches of groundcover. The guidelines outlined in the *Ecology & Development-Related Habitat Requirements of the Florida Scrub Jay (April 1991)* were reviewed prior to the site visit to aid with the habitat assessment. No scrub jays were observed or vocalizations heard.

ECS reviewed the mapped locations of Florida scrub jays and the mapped habitat areas per Volusia County. The project is not within or adjacent to known occupied habitat or potential habitat. There is no scrub habitat on site.

Red-cockaded woodpeckers (*Picoides borealis*) are listed as endangered (USFWS) and endangered (FWC). No red-cockaded woodpeckers were observed and the upland habitat type is not suitable. There was no open pine flatwood habitat with old-growth pines that characterize RCW nesting and foraging habitat.

Listed wading birds such as limpkin (*Aramus guarauna*), little blue heron (*Egretta caerulea*), tricolored heron (*Egretta tricolor*), white ibis (*Eudocimus albus*) and wood stork (*Mycteria americana*) were not observed. There are no surface waters present onsite. No wading bird nests were observed.

Bald eagles (*Haliaeetus leucocephalus*) or their nests were not observed on the site. Bald eagles are protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act. The USFWS has established a 660-foot protection zone around a bald eagle nest.

ECS searched the FWC website to determine if any documented bald eagle nests are within 660 feet of the project site. There are no reported bald eagle nest in close proximity to the project site. Therefore, the project site is outside of the 660-foot eagle nest protection zone and the development will not affect any bald eagle nests.

No other listed raptors such as Southeastern American kestrels (*Falco sparverius paulus*) or Arctic peregrine falcons (*Falco peregrinus tundrius*) were observed on or around the site. There is no foraging habitat for kestrels. No birds were observed on or offsite at the time of the survey.

Florida sandhill cranes (*Grus canadensis pratensis*), a Threatened Species, were not observed within the project boundaries.

Amphibians and Reptiles

About thirty (30) species of Florida's amphibians and reptiles are protected. For Volusia County, the USFWS federally lists four (4) reptile species. Only a few could occur on this site. Only a few could occur on this site. No listed reptile or amphibian species were observed within the project boundaries.

Gopher Tortoise

A 100% survey was conducted throughout the property for gopher tortoises (*Gopherus polyphemus*), a species listed by the FWC as a Threatened. No gopher tortoises or their burrows were observed. The onsite habitat is poor for gopher tortoises.

Several commensal species associated with gopher tortoise burrows, including the gopher frog (*Rana capito*) and eastern indigo snake (*Drymarchon corais couperi*) also receive protection, but were not observed.

FWC requires that a survey be done within 90 days of any land clearing activities. If the survey is older than 90 days a resurvey of the project site will be required before any clearing can occur.

Eastern Indigo Snake

Concerning the eastern indigo snake, ECS conducted survey transects to identify potential aboveground and underground refugia, which eastern indigo snakes may inhabit.

Underground refugia includes active or inactive gopher tortoise burrows, mammal burrows, hollows at the base of trees and other similar formations. Above ground refugia includes thick shrub formations, stumps, the base of thick palmetto, ground litter, brush piles, trash piles, and abandoned structures, and crevices of rock-lined ditch walls and other similar refugia.

Surveys for eastern indigo snakes are recommended by the USFWS during the time of October 01st through April 30th. There were little suitable refugia for the eastern indigo snake onsite. No eastern indigo snakes were observed.

To determine if the site has eastern indigo snake habitat will be up to the USFWS reviewer assigned to the project.

The Key only applies if a project has Army Corps of Engineers jurisdictional wetlands. It was designed to speed up the permitting process for indigo snakes when there are Army Corps of Engineers jurisdictional wetlands onsite. The idea is a developer pays into the fund and gets a permit quickly.

If a project site does not have Army Corps of Engineers jurisdictional wetlands, then the programmatic key cannot be used. Under this circumstance, formal consultation with the USFWS would have to be conducted which can take up to 6 months to obtain a permit to impact eastern indigo snake habitat.

The USFWS requires the developer to notify the local field office via email at least **30 days prior** to any clearing/land alteration activities.

The notification has to include an eastern indigo snake protection/education plan. This notification can occur via email with the protection/education plan attached.

As long as the signatory of the e-mail certifies compliance with the protection/education plan (including use of the USFWS informational poster and brochure), no further written confirmation or “approval” from the USFWS is needed and the applicant may move forward with the project.

Mammals

Thirty-three (33) mammals are currently protected in Florida. For Volusia County, the USFWS federally lists no mammal species.

ECS searched for the presence Florida mouse (*Podomys floridanus*) and their possible den or nest sites. The absence of gopher tortoise burrows decreases the likelihood for the Florida mouse. No mammal species were observed.

Listed Plants

There were no protected plant species found on the project site.

Currently, there are no technical reports available by the state or federal agencies mentioned in this letter report for the survey of the nearly 400 protected plant species. None of the agencies require relocation or mitigation for protected plant species.

The Department of Agriculture and Consumer Services (DACS) designates and regulates plants listed as “endangered”, “commercially exploited” and “threatened”.

There is no statutory prohibition against a landowner from harvesting an endangered or threatened plant from his property. However, it is unlawful for an individual to harvest an endangered or threatened species from the private land of another or any public land without first obtaining written permission of that landowner and a permit from DACS. Additionally, harvesting three or more commercially exploited plants from the private land of another or any public land will also require a DACS permit.

Summary

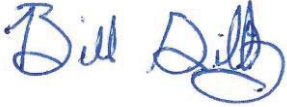
In summary no listed species were observed within the project site.

Prior to any land clearing or construction activities, the USFWS must be provided with an eastern indigo snake protection/education plan. The USFWS must approve the protection/education plan prior to construction. There were no other environmental concerns observed for this project.

Ecological Consulting Solutions Inc. appreciates the opportunity to provide you with our services. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

ECOLOGICAL CONSULTING SOLUTIONS INC

A handwritten signature in blue ink, appearing to read "Bill Griffy". The signature is stylized with a large "B" and "G".

Bill Griffy

PICTURES



Dense bamboo habitat located on site.



Upland habitat located on site.

434

LEGEND

— Project Boundary (± 5.78 Acres)

434 - Hardwood - Conifer Mixed



**NORTH INTERCHANGE
VOLUSIA COUNTY, FLORIDA
FLUCFCS MAP**

PROJECT #: 355.62.22 DATE: 01/26/22 FIGURE #: 1

0 125 250 Feet



235 N. Hunt Club Blvd. Suite 202
Longwood, Florida 32779
Office: (407) 869-9434 Fax: (407) 869-9437
CKrack@ecsfl.cc

**Packet Pg. 1131**

520 Flagler Road

8.D.e

Description/ITE Code	Units	ITE Vehicle Trip Generation Rates								Expected Units	Total Generated Trips			Total Distribution of Generated Trips						
		(peak hours are for peak hour of adjacent street traffic unless highlighted)									Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By	
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out											
Waterport/Marine Terminal 010	Acres	11.93	NA	NA			NA	NA	NA	NA	0	NA	NA	NA	NA	0	NA	NA	0	
Waterport/Marine Terminal 010	Berths	171.52	NA	NA			NA	NA	NA	NA	0	NA	NA	NA	NA	0	NA	NA	0	
Commercial Airport 021	Employees	13.40	0.82	0.80			55%	45%	54%	46%	0	0	0	0	0	0	0	0	0	
Commercial Airport 021	Avg Flights/Day	104.73	5.40	5.75			54%	46%	45%	55%	0	0	0	0	0	0	0	0	0	
Commercial Airport 021	Com. Flights/Day	122.21	6.43	6.88			55%	45%	54%	46%	0	0	0	0	0	0	0	0	0	
General Aviation Airport 022	Employees	14.24	0.69	1.03			83%	17%	45%	55%	0	0	0	0	0	0	0	0	0	
General Aviation Airport 022	Avg. Flights/Day	1.97	0.24	0.30			NA	NA	NA	NA	0	0	NA	NA	0	NA	NA	0	0	
General Aviation Airport 022	Based Aircraft	5.00	0.24	0.37			83%	17%	45%	55%	0	0	0	0	0	0	0	0	0	
Truck Terminal 030	Acres	81.90	7.28	6.55			41%	59%	43%	57%	0	0	0	0	0	0	0	0	0	
Truck Terminal 030	Employees	6.99	0.66	0.55			40%	60%	47%	53%	0	0	0	0	0	0	0	0	0	
Park&Ride w/ Bus Service 090	Parking Spaces	4.50	0.72	0.62			81%	19%	23%	77%	0	0	0	0	0	0	0	0	0	
Park&Ride w/ Bus Service 090	Acres	372.32	48.81	43.75			NA	NA	NA	NA	0	0	NA	NA	0	NA	NA	0	0	
Park&Ride w/ Bus Service 090	Occ. Spaces	9.62	1.26	0.81			69%	31%	28%	72%	0	0	0	0	0	0	0	0	0	
Light Rail Station w/ Park. 093	Parking Space	2.51	1.07	1.24			80%	20%	58%	42%	0	0	0	0	0	0	0	0	0	
Light Rail Station w/ Park. 093	Occ. Spaces	3.91	1.14	1.33			80%	20%	58%	42%	0	0	0	0	0	0	0	0	0	
General Light Industrial 110	KSF ²	6.97	0.92	0.97			88%	12%	12%	88%	24.0	167	22	23	19	3	0	3	20	0
General Light Industrial 110	Acres	51.80	7.51	7.26			83%	17%	22%	78%	0	0	0	0	0	0	0	0	0	
General Light Industrial 110	Employees	3.02	0.44	0.42			83%	17%	21%	79%	0	0	0	0	0	0	0	0	0	
General Heavy Industrial 120	KSF ²	1.50	0.51	0.19			NA	NA	NA	NA	0	0	0	NA	NA	0	NA	NA	0	
General Heavy Industrial 120	Acres	6.75	1.98	2.16			NA	NA	NA	NA	0	0	0	NA	NA	0	NA	NA	0	
General Heavy Industrial 120	Employees	0.82	0.51	0.88			NA	NA	NA	NA	0	0	0	NA	NA	0	NA	NA	0	
Industrial Park 130	KSF ²	6.96	0.84	0.86			82%	18%	21%	79%	0	0	0	0	0	0	0	0	0	
Industrial Park 130	Acres	63.11	8.55	8.84			83%	17%	21%	79%	0	0	0	0	0	0	0	0	0	
Industrial Park 130	Employees	3.34	0.47	0.46			86%	14%	20%	80%	0	0	0	0	0	0	0	0	0	
Manufacturing 140	KSF ²	3.82	0.73	0.73			78%	22%	36%	64%	0	0	0	0	0	0	0	0	0	
Manufacturing 140	Acres	38.88	7.44	8.35			93%	7%	53%	47%	0	0	0	0	0	0	0	0	0	
Manufacturing 140	Employees	2.13	0.40	0.36			73%	27%	44%	56%	0	0	0	0	0	0	0	0	0	
Warehousing 150	KSF ²	3.56	0.30	0.32			79%	21%	25%	75%	0	0	0	0	0	0	0	0	0	
Warehousing 150	Acres	57.23	10.03	8.69			72%	28%	35%	65%	0	0	0	0	0	0	0	0	0	
Warehousing 150	Employees	3.89	0.51	0.59			72%	28%	35%	65%	0	0	0	0	0	0	0	0	0	
Mini Warehouse 151	KSF ²	2.50	0.15	0.26			59%	41%	51%	49%	0	0	0	0	0	0	0	0	0	
Mini Warehouse 151	Storage Units	0.25	0.02	0.02			67%	33%	NA	NA	0	0	0	0	0	0	NA	NA	0	
Mini Warehouse 151	Acres	35.43	2.62	3.45			NA	NA	52%	48%	0	0	0	NA	NA	0	0	0	0	
Mini Warehouse 151	Employees	61.90	5.26	6.04			67%	33%	52%	48%	0	0	0	0	0	0	0	0	0	
High-Cube Warehouse 152	KSF ²	1.44	0.09	0.10			65%	35%	33%	67%	0	0	0	0	0	0	0	0	0	
Utilities 170	KSF ²	NA	0.80	0.76			NA	NA	45%	55%	0	0	0	NA	NA	0	0	0	0	
Utilities 170	Employees	NA	0.76	0.76			90%	10%	15%	85%	0	0	0	0	0	0	0	0	0	
Single Family Homes 210	DU	9.57	0.75	1.01			25%	75%	63%	37%	0	0	0	0	0	0	0	0	0	
Single Family Homes 210	Acres	26.04	2.06	2.74			31%	69%	66%	34%	0	0	0	0	0	0	0	0	0	
Single Family Homes 210	Persons	2.55	0.21	0.28			31%	69%	66%	34%	0	0	0	0	0	0	0	0	0	
Single Family Homes 210	Vehicles	6.02	0.51	0.67			31%	69%	66%	34%	0	0	0	0	0	0	0	0	0	
Apartment 220	DU	6.65	0.51	0.62			20%	80%	65%	35%	0	0	0	0	0	0	0	0	0	
Apartment 220	Persons	3.31	0.28	0.40			NA	NA	NA	NA	0	0	0	NA	NA	0	NA	NA	0	
Apartment 220	Vehicles	5.10	0.46	0.60			NA	NA	NA	NA	0	0	0	NA	NA	0	NA	NA	0	
Low Rise Apartment 221	Occ.DU	6.59	0.46	0.58			21%	79%	65%	35%	0	0	0	0	0	0	0	0	0	
High Rise Apartment 222	DU	4.20	0.30	0.35			25%	75%	61%	39%	0	0	0	0	0	0	0	0	0	
Mid-Rise Apartment 223	DU	NA	0.30	0.39			31%	69%	58%	42%	0	0	0	0	0	0	0	0	0	
Rental Townhouse 224	DU	NA	0.70	0.72			33%	67%	51%	49%	0	0	0	0	0	0	0	0	0	
Resd. Condo/Townhouse 230	DU	5.81	0.44	0.52			17%	83%	67%	33%	0	0	0	0	0	0	0	0	0	
Resd. Condo/Townhouse 230	Persons	2.49	0.19	0.24			16%	84%	67%	33%	0	0	0	0	0	0	0	0	0	
Resd. Condo/Townhouse 230	Vehicles	3.34	0.24	0.32			16%	84%	66%	34%	0	0	0	0	0	0	0	0	0	
Low Rise Resd. Condo 231	DU	NA	0.67	0.78			25%	75%	58%	42%	0	0	0	0	0	0	0	0	0	
High Rise Resd. Condo 232	DU	4.18	0.34	0.38			19%	81%	62%	38%	0	0	0	0	0	0	0	0	0	
Luxury Condo/Townhouse 233	Occ. DU	NA	0.56	0.55			23%	77%	63%	37%	0	0	0	0	0	0	0	0	0	
Mobile Home Park 240	Occ. DU	4.99	0.44	0.59			20%	80%	62%	38%	0	0	0	0	0	0	0	0	0	
Mobile Home Park 240	Persons	2.46	0.20	0.26			18%	82%	63%	37%	0	0	0	0	0	0	0	0	0	

520 Flagler Road

8.D.e

Description/ITE Code	Units	ITE Vehicle Trip Generation Rates (peak hours are for peak hour of adjacent street traffic unless highlighted)								Expected Units	Total Generated Trips			Total Distribution of Generated Trips					
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Fast Food with Drive Thru 934	KSF ²	496.12	49.35	33.48	50%	51%	49%	52%	48%		0	0	0	0	0	0	0	0	0
Fast Food with Drive Thru 934	Seats	19.52	1.32	0.94	50%	53%	47%	53%	47%		0	0	0	0	0	0	0	0	0
Fast Food Drive Thru Only 935	KSF ²	NA	NA	153.85	89%	NA	NA	54%	46%		0	NA	0	NA	NA	0	0	0	0
Coffee/Donut Shop w/o Drive Thru 936	KSF ²	NA	117.23	40.75		51%	49%	50%	50%		0	0	0	0	0	0	0	0	0
Coffee/Donut Shop w/ Drive Thru 937	KSF ²	818.58	110.75	42.93		51%	49%	50%	50%		0	0	0	0	0	0	0	0	0
Coffee/Donut Drive Thru Only 938	KSF ²	1800.00	303.33	75.00	89%	50%	50%	50%	50%		0	0	0	0	0	0	0	0	0
Bread/Bagel Shop w/o Drive Thru 939	KSF ²	NA	70.22	28.00		47%	53%	50%	50%		0	0	0	0	0	0	0	0	0
Bread/Bagel Shop w/ Drive Thru 940	KSF ²	NA	36.92	19.56		50%	50%	50%	50%		0	0	0	0	0	0	0	0	0
Quick Lube Vehicle Shop 941	Service Bays	40.00	3.00	5.19		67%	33%	55%	45%		0	0	0	0	0	0	0	0	0
Automobile Care Center 942	Service Bays	12.48	1.52	2.17		68%	32%	NA	NA		0	0	0	0	0	0	NA	NA	0
Automobile Care Center 942	KSF ²	15.86	2.94	3.38		65%	35%	50%	50%		0	0	0	0	0	0	0	0	0
Automobile Parts & Service Center 943	KSF ²	NA	NA	4.46		NA	NA	42%	58%				0	NA	NA	0	0	0	0
Gasoline/Service Station 944	Fuel Position	168.56	12.16	13.87	42%	51%	49%	50%	50%		0	0	0	0	0	0	0	0	0
Serv.Station w/ Conven.Mkt 945	Fuel Position	162.78	10.16	13.38	56%	50%	50%	50%	50%		0	0	0	0	0	0	0	0	0
Serv.Stat.w/Conv.Mkt.&Carwash 946	Fuel Position	152.84	11.93	13.94		51%	49%	51%	49%		0	0	0	0	0	0	0	0	0
Self-Service Carwash 947	Stalls	108.00	8.00	5.54		50%	50%	51%	49%		0	0	0	0	0	0	0	0	0
Automated Car Wash 948	KSF ²	NA	NA	14.12		NA	NA	51%	49%		0	NA	0	NA	NA	0	0	0	0
											167	22	23	19	3	0	3	20	0

RED Rates = CAUTION - Use Carefully - Small Sample Size

Green Rates = Peak Hour of Generator - (no peak rate for the rush hour of adjacent street traffic)

Blue Rates = Saturday Daily total - (no weekday daily rate)

*Pass-By % are Rates from Weekday PM Peak Period

*The Total Pass-By Trips will be Distributed: 50% IN / 50 % OUT

NA = Not Available

KSF² = Units of 1,000 square feet

DU = Dwelling Unit

Fuel Position = the number of vehicles that could be fueled simultaneously

Occ.Room = Occupied Room

27-Jun-22

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L.C. # 2600584
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540 Flagler Road

8.D.e

Description/ITE Code	Units	ITE Vehicle Trip Generation Rates								Expected Units	Total Generated Trips			Total Distribution of Generated Trips					
		(peak hours are for peak hour of adjacent street traffic unless highlighted)									Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out										
Waterport/Marine Terminal 010	Acres	11.93	NA	NA		NA	NA	NA	NA		0	NA	NA	NA	NA	0	NA	NA	0
Waterport/Marine Terminal 010	Berths	171.52	NA	NA		NA	NA	NA	NA		0	NA	NA	NA	NA	0	NA	NA	0
Commercial Airport 021	Employees	13.40	0.82	0.80		55%	45%	54%	46%		0	0	0	0	0	0	0	0	0
Commercial Airport 021	Avg Flights/Day	104.73	5.40	5.75		54%	46%	45%	55%		0	0	0	0	0	0	0	0	0
Commercial Airport 021	Com. Flights/Day	122.21	6.43	6.88		55%	45%	54%	46%		0	0	0	0	0	0	0	0	0
General Aviation Airport 022	Employees	14.24	0.69	1.03		83%	17%	45%	55%		0	0	0	0	0	0	0	0	0
General Aviation Airport 022	Avg. Flights/Day	1.97	0.24	0.30		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
General Aviation Airport 022	Based Aircraft	5.00	0.24	0.37		83%	17%	45%	55%		0	0	0	0	0	0	0	0	0
Truck Terminal 030	Acres	81.90	7.28	6.55		41%	59%	43%	57%		0	0	0	0	0	0	0	0	0
Truck Terminal 030	Employees	6.99	0.66	0.55		40%	60%	47%	53%		0	0	0	0	0	0	0	0	0
Park&Ride w/ Bus Service 090	Parking Spaces	4.50	0.72	0.62		81%	19%	23%	77%		0	0	0	0	0	0	0	0	0
Park&Ride w/ Bus Service 090	Acres	372.32	48.81	43.75		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Park&Ride w/ Bus Service 090	Occ. Spaces	9.62	1.26	0.81		69%	31%	28%	72%		0	0	0	0	0	0	0	0	0
Light Rail Station w/ Park. 093	Parking Space	2.51	1.07	1.24		80%	20%	58%	42%		0	0	0	0	0	0	0	0	0
Light Rail Station w/ Park. 093	Occ. Spaces	3.91	1.14	1.33		80%	20%	58%	42%		0	0	0	0	0	0	0	0	0
General Light Industrial 110	KSF ²	6.97	0.92	0.97		88%	12%	12%	88%		0	0	0	0	0	0	0	0	0
General Light Industrial 110	Acres	51.80	7.51	7.26		83%	17%	22%	78%		0	0	0	0	0	0	0	0	0
General Light Industrial 110	Employees	3.02	0.44	0.42		83%	17%	21%	79%		0	0	0	0	0	0	0	0	0
General Heavy Industrial 120	KSF ²	1.50	0.51	0.19		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
General Heavy Industrial 120	Acres	6.75	1.98	2.16		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
General Heavy Industrial 120	Employees	0.82	0.51	0.88		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Industrial Park 130	KSF ²	6.96	0.84	0.86		82%	18%	21%	79%		0	0	0	0	0	0	0	0	0
Industrial Park 130	Acres	63.11	8.55	8.84		83%	17%	21%	79%		0	0	0	0	0	0	0	0	0
Industrial Park 130	Employees	3.34	0.47	0.46		86%	14%	20%	80%		0	0	0	0	0	0	0	0	0
Manufacturing 140	KSF ²	3.82	0.73	0.73		78%	22%	36%	64%		0	0	0	0	0	0	0	0	0
Manufacturing 140	Acres	38.88	7.44	8.35		93%	7%	53%	47%		0	0	0	0	0	0	0	0	0
Manufacturing 140	Employees	2.13	0.40	0.36		73%	27%	44%	56%		0	0	0	0	0	0	0	0	0
Warehousing 150	KSF ²	3.56	0.30	0.32		79%	21%	25%	75%		0	0	0	0	0	0	0	0	0
Warehousing 150	Acres	57.23	10.03	8.69		72%	28%	35%	65%		0	0	0	0	0	0	0	0	0
Warehousing 150	Employees	3.89	0.51	0.59		72%	28%	35%	65%		0	0	0	0	0	0	0	0	0
Mini Warehouse 151	KSF ²	2.50	0.15	0.26		59%	41%	51%	49%	110.6	277	17	29	10	7	0	15	14	0
Mini Warehouse 151	Storage Units	0.25	0.02	0.02		67%	33%	NA	NA		0	0	0	0	0	0	NA	NA	0
Mini Warehouse 151	Acres	35.43	2.62	3.45		NA	NA	52%	48%		0	0	0	NA	NA	0	0	0	0
Mini Warehouse 151	Employees	61.90	5.26	6.04		67%	33%	52%	48%		0	0	0	0	0	0	0	0	0
High-Cube Warehouse 152	KSF ²	1.44	0.09	0.10		65%	35%	33%	67%		0	0	0	0	0	0	0	0	0
Utilities 170	KSF ²	NA	0.80	0.76		NA	NA	45%	55%		0	0	0	NA	NA	0	0	0	0
Utilities 170	Employees	NA	0.76	0.76		90%	10%	15%	85%		0	0	0	0	0	0	0	0	0
Single Family Homes 210	DU	9.57	0.75	1.01		25%	75%	63%	37%		0	0	0	0	0	0	0	0	0
Single Family Homes 210	Acres	26.04	2.06	2.74		31%	69%	66%	34%		0	0	0	0	0	0	0	0	0
Single Family Homes 210	Persons	2.55	0.21	0.28		31%	69%	66%	34%		0	0	0	0	0	0	0	0	0
Single Family Homes 210	Vehicles	6.02	0.51	0.67		31%	69%	66%	34%		0	0	0	0	0	0	0	0	0
Apartment 220	DU	6.65	0.51	0.62		20%	80%	65%	35%		0	0	0	0	0	0	0	0	0
Apartment 220	Persons	3.31	0.28	0.40		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Apartment 220	Vehicles	5.10	0.46	0.60		NA	NA	NA	NA		0	0	0	NA	NA	0	NA	NA	0
Low Rise Apartment 221	Occ.DU	6.59	0.46	0.58		21%	79%	65%	35%		0	0	0	0	0	0	0	0	0
High Rise Apartment 222	DU	4.20	0.30	0.35		25%	75%	61%	39%		0	0	0	0	0	0	0	0	0
Mid-Rise Apartment 223	DU	NA	0.30	0.39		31%	69%	58%	42%		0	0	0	0	0	0	0	0	0
Rental Townhouse 224	DU	NA	0.70	0.72		33%	67%	51%	49%		0	0	0	0	0	0	0	0	0
Resd. Condo/Townhouse 230	DU	5.81	0.44	0.52		17%	83%	67%	33%		0	0	0	0	0	0	0	0	0
Resd. Condo/Townhouse 230	Persons	2.49	0.19	0.24		16%	84%	67%	33%		0	0	0	0	0	0	0	0	0
Resd. Condo/Townhouse 230	Vehicles	3.34	0.24	0.32		16%	84%	66%	34%		0	0	0	0	0	0	0	0	0
Low Rise Resd. Condo 231	DU	NA	0.67	0.78		25%	75%	58%	42%		0	0	0	0	0	0	0	0	0
High Rise Resd. Condo 232	DU	4.18	0.34	0.38		19%	81%	62%	38%		0	0	0	0	0	0	0	0	0
Luxury Condo/Townhouse 233	Occ. DU	NA	0.56	0.55		23%	77%	63%	37%		0	0	0	0	0	0	0	0	0
Mobile Home Park 240	Occ. DU	4.99	0.44	0.59		20%	80%	62%	38%		0	0	0	0	0	0	0	0	0
Mobile Home Park 240	Persons	2.46	0.20	0.26		18%	82%	63%	37%		0	0	0	0	0	0	0	0	0

540 Flager Road

8.D.e

Description/ITE Code	Units	ITE Vehicle Trip Generation Rates (peak hours are for peak hour of adjacent street traffic unless highlighted)								Expected Units	Total Generated Trips			Total Distribution of Generated Trips					
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Fast Food with Drive Thru 934	KSF ²	496.12	49.35	33.48	50%	51%	49%	52%	48%		0	0	0	0	0	0	0	0	0
Fast Food with Drive Thru 934	Seats	19.52	1.32	0.94	50%	53%	47%	53%	47%		0	0	0	0	0	0	0	0	0
Fast Food Drive Thru Only 935	KSF ²	NA	NA	153.85	89%	NA	NA	54%	46%		0	NA	0	NA	NA	0	0	0	0
Coffee/Donut Shop w/o Drive Thru 936	KSF ²	NA	117.23	40.75		51%	49%	50%	50%		0	0	0	0	0	0	0	0	0
Coffee/Donut Shop w/ Drive Thru 937	KSF ²	818.58	110.75	42.93		51%	49%	50%	50%		0	0	0	0	0	0	0	0	0
Coffee/Donut Drive Thru Only 938	KSF ²	1800.00	303.33	75.00	89%	50%	50%	50%	50%		0	0	0	0	0	0	0	0	0
Bread/Bagel Shop w/o Drive Thru 939	KSF ²	NA	70.22	28.00		47%	53%	50%	50%		0	0	0	0	0	0	0	0	0
Bread/Bagel Shop w/ Drive Thru 940	KSF ²	NA	36.92	19.56		50%	50%	50%	50%		0	0	0	0	0	0	0	0	0
Quick Lube Vehicle Shop 941	Service Bays	40.00	3.00	5.19		67%	33%	55%	45%		0	0	0	0	0	0	0	0	0
Automobile Care Center 942	Service Bays	12.48	1.52	2.17		68%	32%	NA	NA		0	0	0	0	0	0	NA	NA	0
Automobile Care Center 942	KSF ²	15.86	2.94	3.38		65%	35%	50%	50%		0	0	0	0	0	0	0	0	0
Automobile Parts & Service Center 943	KSF ²	NA	NA	4.46		NA	NA	42%	58%				0	NA	NA	0	0	0	0
Gasoline/Service Station 944	Fuel Position	168.56	12.16	13.87	42%	51%	49%	50%	50%		0	0	0	0	0	0	0	0	0
Serv.Station w/ Conven.Mkt 945	Fuel Position	162.78	10.16	13.38	56%	50%	50%	50%	50%		0	0	0	0	0	0	0	0	0
Serv.Stat.w/Conv.Mkt.&Carwash 946	Fuel Position	152.84	11.93	13.94		51%	49%	51%	49%		0	0	0	0	0	0	0	0	0
Self-Service Carwash 947	Stalls	108.00	8.00	5.54		50%	50%	51%	49%		0	0	0	0	0	0	0	0	0
Automated Car Wash 948	KSF ²	NA	NA	14.12		NA	NA	51%	49%		0	NA	0	NA	NA	0	0	0	0
											277	17	29	10	7	0	15	14	0

RED Rates = CAUTION - Use Carefully - Small Sample Size

Green Rates = Peak Hour of Generator - (no peak rate for the rush hour of adjacent street traffic)

Blue Rates = Saturday Daily total - (no weekday daily rate)

*Pass-By % are Rates from Weekday PM Peak Period

*The Total Pass-By Trips will be Distributed: 50% IN / 50 % OUT

NA = Not Available

KSF² = Units of 1,000 square feet

DU = Dwelling Unit

Fuel Position = the number of vehicles that could be fueled simultaneously

Occ.Room = Occupied Room

29-Jun-22

HARRY H. NEWKIRK,
P.E. FL. REG. NO. 62971



NEWKIRK
ENGINEERING INC.

1230 North US1, Suite 300
Ormond Beach, Florida 32136
Phone (386) 872-7794
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Civil Engineering,
Transportation, CEI &
Landscape Architecture

C.A. # 30209
L.C. # 26000594
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Packet Pg. 1135

ATTACHMENT 4

Site plans

INDEX OF SHEETS	
DWG. NO.	DESCRIPTION
1	COVER
2	BOUNDARY AND TOPOGRAPHIC SURVEY
3	DEVELOPMENT INFORMATION
4	DEMOLITION, TREE REMOVAL AND SWPPP PLAN
5	SWPPP DETAILS AND NOTES
6	SITE LAYOUT PLAN
7	DRAINAGE PLAN
7.1	SIDEWALK FLUME DETAIL
8	GRADING PLAN
9	CROSS SECTIONS
10	CROSS SECTIONS
11	UTILITY PLAN
12	DIRECTIONAL DRILL PLAN AND PROFILE
13	UTILITY DETAILS
14	MISCELLANEOUS DETAILS AND NOTES
15	CITY DETAILS AND NOTES
16	CITY DETAILS AND NOTES
17	CITY DETAILS AND NOTES
18	MAINTENANCE OF TRAFFIC
19	MAINTENANCE OF TRAFFIC
20	AUTOTURN FIRE TRUCK PLAN
21	TREE PRESERVATION PLAN
22	TREE PROTECTION PLAN
23	EASEMENT PLAN
L1	LANDSCAPE PLAN
L2	LANDSCAPE DETAILS AND NOTES
L3	IRRIGATION PLAN
L4	IRRIGATION DETAILS AND NOTES

LEGAL DESCRIPTION

BEING A PORTION OF LOTS 1 THROUGH 6, BLOCK 68 AND ALL OF LOTS 2 THROUGH 9, 12 THROUGH 14, BLOCK 69, FURTHER TOGETHER WITH ALL OF THE UN-CONSTRUCTED BENTON STREET LYING SOUTHERLY OF FLAGLER ROAD; NORTHERLY OF THE RAILROAD RIGHT OF WAY. NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING WESTERLY OF U.S. HIGHWAY No. 1 (STATE ROAD No. 9) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF LOT 9, BLOCK 69, NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE, FLAGLER ROAD, A 60 FOOT RIGHT OF WAY AS NOW LAID OUT, MARKED BY AN IRON ROD AND CAP, ILLEGIBLE, THENCE DEPARTING SAID SAID WESTERLY RIGHT OF WAY LINE SOUTH 40 DEGREES 18 MINUTES 28 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 9, A DISTANCE OF 140.07 FEET TO A POINT ON THE NORTH LINE OF LOT 15 OF SAID BLOCK 69, THENCE NORTH 54 DEGREES 53 MINUTES 51 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 6.24 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 15, THENCE SOUTH 39 DEGREES 49 MINUTES 50 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOTS 15 THROUGH 17 OF SAID LOT 69 A DISTANCE OF 159.31 FEET TO THE NORTHWESTERLY CORNER OF LOT 17 OF SAID BLOCK 69, MARKED BY AN IRON PIPE AND CAP, ILLEGIBLE, ALSO BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE, FLORIDA EAST COAST RAILROAD COMPANY STATION, A 100 FOOT WIDE RIGHT OF WAY AS NOW LAID OUT, THENCE NORTH 40 DEGREES 46 MINUTES 24 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID EAST COAST RAILROAD COMPANY STATION A DISTANCE OF 388.82 FEET, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY NORTH 40 DEGREES 18 MINUTES 28 SECONDS EAST, A DISTANCE OF 300.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID FLAGLER ROAD, THENCE SOUTH 46 DEGREES 45 MINUTES 44 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, DISTANCE OF 341.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 101,764 SQUARE FEET OR 2.336 ACRES MORE OR LESS.

PROJECT STATEMENT

PROPOSE TWO (2) 11,999 SQUARE FEET 1-STORY INDUSTRIAL FLEX SPACE BUILDINGS. THE SITE CONSISTS OF 2.336 ACRES WITH 1.135 ACRES IMPERVIOUS SURFACE.

JURISDICTIONAL AGENCY	PERMIT No.
CITY OF ORMOND BEACH (DEVELOPMENT ORDER)	PZ-22-076
FDEP 102 SELF-CERTIFICATION (STORMWATER)	04245170010G
FDEP (NO)	
VOLUSIA COUNTY HEALTH DEPARTMENT (WATER)	
VOLUSIA COUNTY RIGHT-OF-WAY (USE)	

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

THESE DRAWINGS ARE THE PROPERTY OF NEWKIRK ENGINEERING, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING, INC. COPYRIGHT 2013 ALL RIGHTS RESERVED.

SITE PLAN DRAWINGS FOR NORTH INTERCHANGE INDUSTRIAL FLEX SPACE

SECTION 36, TOWNSHIP 13, RANGE 31

313601690020

520 FLAGLER ROAD
ORMOND BEACH, FL 32174

JUNE 2022

REVISED AUGUST 2022



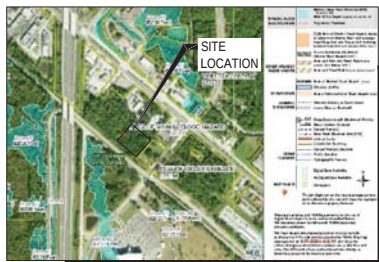
AERIAL MAP

SCALE: 1" = 250'



LOCATION MAP

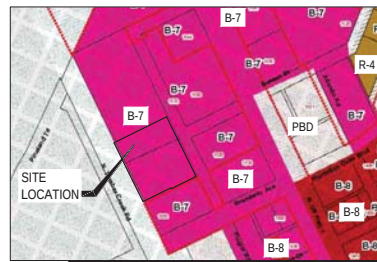
SCALE: 1" = 400'



FLOOD ZONE MAP

SCALE: 1" = 800'

FLOOD ZONE "X" PER FEMA MAP PANEL NO. 12127C0184 K, DATED SEPTEMBER 29, 2017



ZONING MAP

SCALE: 1" = 300'

ZONING - B-7 (HIGHWAY TOURIST COMMERCIAL)



SOILS MAP

SCALE: 1" = 200'

SOIL TYPE: (B) BASINGER FINE SAND, 0 TO 1 PERCENT SLOPES
(2) MYAKKA-MYAKKA FINE SAND, 0 TO 2 PERCENT SLOPES

PROJECT TEAM

8.D.e

PROPERTY OWNER/ APPLICANT:	BHT HOLDINGS LLC PO BOX 503 SUNNELL, FL 32110 PHONE: (386) 931-0018 EMAIL: TJMCNITT@VERDEGO.COM
ENGINEER/ PROJECT MANAGER/ LANDSCAPE ARCHITECT:	NEWKIRK ENGINEERING, INC. 1230 NORTH HIGHWAY 1, SUITE 3 ORMOND BEACH, FL 32174 PHONE: (386) 672-7794 HARRY@NEWKIRK-ENGINEERING.COM
ARCHITECT:	SUNSTATE DESIGNS, LLC 4111 OSAGE LANE ORMOND BEACH, FL 32174 PHONE: (386) 677-5805 EMAIL: SUNSTATEDESIGNS@AOL.COM
SURVEYOR:	AIA SURVEYING, INC. 555 W GRANADA BOULEVARD, SUITE D7 DAYTONA BEACH, FL 32118 PHONE: (386) 216-5730 EMAIL: ALLEN@AIASURVEYING.COM
ENVIRONMENTAL:	ECOLOGICAL CONSULTING SOLUTIONS, INC. 410 NORTH STREET SUITE 130 LONGWOOD, FL 32750 PHONE: (407) 869-9434 FAX: (407) 869-9436 EMAIL: BGRIFFY@ECSFLCC
GEOTECHNICAL:	UNIVERSAL ENGINEERING SCIENCES 911 BEVILLE ROAD, SUITE 3 SOUTH DAYTONA BEACH, FL 32119 PHONE: (386) 756-1105 FAX: (386) 760-4067 EMAIL: BPOHL@UNIVERSALENGINEERING.COM

CONTACT NUMBERS

BUILDING & PERMITS - CITY OF ORMOND BEACH BUILDING DIVISION (386) 676-3234
PLANNING & ZONING - CITY OF ORMOND BEACH PLANNING DEPT. (386) 676-3238
WATER - CITY OF ORMOND BEACH PUBLIC WORKS (386) 676-3220
WASTEWATER - CITY OF ORMOND BEACH PUBLIC WORKS (386) 676-3220
GAS - TECO PEOPLES GAS - (386) 672-2322
ELECTRIC - FLORIDA POWER & LIGHT (386) 257-7502
TELEPHONE/CABLE - AT&T (386) 254-8550



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HARRY H. NEWKIRK, P.E. # 62971 ON

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ANY ELECTRONIC COPIES.



DRAWING NUMBER

1

PROJECT No. 2020-002

GENERAL CONSTRUCTION NOTES

1. GOVERNING SPECIFICATIONS: THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, CITY OF ORMOND BEACH STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION.
2. ALL CONSTRUCTION WITHIN THE FOOT RIGHT-OF-WAY SHALL CONFORM TO THE 2022-2023 EDITION OF THE FOOT DESIGN STANDARD PLANS, THE 2019 EDITION OF THE FOOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION AND THE 2017 EDITION OF THE FOOT UTILITY ACCOMMODATIONS MANUAL.
3. ALL UTILITY MATERIAL, CONSTRUCTION AND TESTING COVERED BY THESE DRAWINGS SHALL COMPLY WITH THE CITY OF ORMOND BEACH STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION. ALL UTILITY WORK AND CONNECTIONS SHALL BE COORDINATED WITH THE CITY OF ORMOND BEACH INSPECTOR.
4. THE CONTRACTOR SHALL PAY FOR AND OBTAIN A BUILDING PERMIT. THE ENGINEER WILL SCHEDULE THE PRECONSTRUCTION CONFERENCE BEFORE THE CONTRACTOR'S START OF WORK. THE CONTRACTOR SHALL CONTACT THE BUILDING DEPARTMENT AT (386) 676-3234 FOR INFORMATION ON ISSUANCE OF CITY PERMITS AND / OR OTHER REQUIREMENTS.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE BID DATE. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS AND SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.
6. THESE DRAWINGS AND THE PROJECT MANUAL ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CAREFULLY EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS.
7. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INSTRUCTING THE CONTRACTOR IN THE METHODS OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE METHOD TO CONSTRUCT THE IMPROVEMENTS AS SHOWN ON THE PLANS.
8. ONLY ONE TEMPORARY CONSTRUCTION SIGN IS PERMITTED, NOT TO EXCEED 32 SQUARE FEET IN SIGN AREA, MAXIMUM HEIGHT OF 8 FEET AND NO CLOSER THAN 10 FT FROM PUBLIC RIGHT-OF-WAY. THE CONTRACTOR SHALL APPLY FOR A TEMPORARY SIGN PERMIT AT THE CITY OF ORMOND BEACH BUILDING DEPARTMENT. THE SIGN MUST BE REMOVED UPON RECEIPT OF THE CERTIFICATE OF OCCUPANCY.
9. LITTER CONTROL: MEASURES TO PREVENT WIND-DRIVEN DEBRIS SHALL BE IMPLEMENTED THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEBRIS SHALL BE REMOVED AND THE PROJECT SITE CLEANED WITHIN 30 DAYS OF COMPLETION OF CONSTRUCTION.
10. AT NO TIME SHALL EXCAVATIONS BE LEFT UNCOVERED AFTER WORKING HOURS. CONTRACTOR SHALL SECURE THE WORK AREA AT THE END OF EACH DAY'S WORK.
11. AT ALL TIMES, THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT UNDERGROUND UTILITIES, STRUCTURES AND OTHER ASSOCIATED FACILITIES FROM DAMAGE DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEASURES OF PROTECTION. ANY DAMAGED FACILITIES SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE CITY OR ENGINEER AT THE CONTRACTOR'S EXPENSE.
12. THERE SHALL BE NO DEVIATIONS FROM THESE PLANS UNLESS APPROVED IN WRITING BY THE ENGINEER AND THE OWNER.
13. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
14. CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COST.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC.
16. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
17. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
18. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.
19. CONCRETE WALKS SHALL BE 4 INCHES THICK HAVING A 3,000 PSI STRENGTH, POURED OVER PROPERLY PREPARED SUBGRADE. ALL CONCRETE SIDEWALKS SHALL BE 8 INCHES THICK ACROSS DRIVEWAYS. 1/2" BARS EXPANSION JOINTS SHALL BE PLACED AT A MAXIMUM OF 50'. CRACK CONTROL JOINTS SHALL BE 5' ON CENTERS.
20. CORE TESTS SHALL BE TAKEN TO VERIFY THICKNESS AND SUBSURFACE COMPACTION. PROVIDE FOR THREE SAMPLES, RANDOMLY LOCATED. TEST FOR EXTRACTION, GRADATION, LABORATORY DENSITY, AND MARSHALL'S STABILITY. PROVIDE A CERTIFICATE FROM THE TESTING AGENCY THAT MATERIALS AND INSTALLATION COMPLY WITH SPECIFICATIONS, SIGNED BY THE ASPHALT/TC CONCRETE PRODUCER AND CONTRACTOR. ALL COSTS OF TESTS SHALL BE PAID BY THE CONTRACTOR. IF TESTS SHOW THE INSTALLATION DOES NOT MEET SPECIFICATIONS, THE PAVING SHALL BE REMOVED, REPLACED, AND RETESTED.
21. IF ANY MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-189 MODIFIED PROCTOR METHOD.
22. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (8% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-189).
23. NO BURYING OF ANY ORGANIC MATERIALS ALLOWED.
24. THERE WILL BE NO PROPOSED OVERHEAD UTILITY AND SERVICE LINES ASSOCIATED WITH THIS PROJECT. ALL UTILITY LINES AND SERVICES WILL BE INSTALLED UNDERGROUND AT THE OWNER'S, DEVELOPER'S OR BUILDER'S EXPENSE.
25. SET UP WORK ON SHOULDER AND WITHIN TRAVEL WAY SHALL ONLY OCCUR DURING THE HOURS SPECIFIED ON THE CITY OF ORMOND BEACH ROW PERMIT. ALTERNATIVELY, WORK CAN BE SCHEDULED DURING SCHOOL HOLIDAYS OR ON WEEKENDS.

SITE AND GENERAL INFORMATION

1. THE PROPERTY AREA BOUNDARY CONSISTS OF 191,764 SF OR 2.336 ACRES. FOR BOUNDARY AND TOPOGRAPHIC SURVEY REFER TO THE SURVEY PERFORMED BY AIA SURVEYING, INC. (SEE SHEET No. 2 OF THESE PLANS), THE ENVIRONMENTAL SURVEY AND REPORT INDICATED NO WETLANDS EXIST ON THE PROPERTY.
2. THE ZONING IS B-7 (HIGHWAY TOURIST COMMERCIAL). THE PROPOSED ZONING IS (PBD) PLANNED BUSINESS DEVELOPMENT.
3. THE TAX PARCEL NUMBER IS 313601690020.
4. THE EXISTING SITE CONDITION IS AN UNDEVELOPED, WOODED LOT. THE FLUICFS LAND USE IS (91) UNDEVELOPED LAND WITHIN URBAN AREAS.
5. PER THE USDA NATURAL RESOURCES CONSERVATION SERVICE FOR VOLUSIA COUNTY, THE SCS SOILS MAP INDICATES THE SITE CONSISTS OF (8) BASINGER FINE SAND, 0 TO 1 PERCENT SLOPES AND (32) MYAKKA-MYAKKA FINE SAND, 0 TO 2 PERCENT SLOPES.
6. THE SITE IS LOCATED WITHIN ZONE "X" PER FEMA MAP PLAN No. 12127C0191 K, DATED SEPTEMBER 20, 2017.
7. ELECTRICAL UTILITY SERVICE WILL BE PROVIDED BY FLORIDA POWER & LIGHT. NATURAL GAS WILL BE PROVIDED BY TECO PEOPLES GAS COMPANY. TELEPHONE, CABLE AND INTERNET SERVICE WILL BE PROVIDED BY AT&T. CABLE TV AND INTERNET CAN ALSO BE PROVIDED BY SPECTRUM NETWORKS.
8. SOLID WASTE WILL BE COLLECTED AND DISPOSED OF BY WASTE MANAGEMENT, INC.
9. THE SITE IS NOT LOCATED WITHIN THE LIMITS OF A WELHEAD PROTECTION ZONE AND THERE IS NO ORDINARY HIGH WATER (OHW) LINE WITHIN THE SITE.
10. STORMWATER WILL BE PROVIDED BY A WET DETENTION POND SYSTEM DESIGNED SO THAT THE POST DEVELOPMENT DISCHARGE RATE AND VOLUME DOES NOT EXCEED THE PREDEVELOPMENT DISCHARGE RATE AND VOLUME FOR MEAN ANNUAL AND 25-YEAR 24-HOUR STORM EVENTS.
11. POTABLE WATER SERVICE WILL BE PROVIDED BY 8" WATER MAIN CONNECTION TO 12" WATER MAIN ON BROADWAY AVENUE.
12. WASTEWATER WILL BE PROVIDED BY A 6" GRAVITY MAIN CONNECTION TO FLAGLER ROAD MANHOLE STUBOUT.
13. ALL ON-SITE WATER AND SEWER FACILITIES ARE OWNED AND MAINTAINED BY THE PROPERTY OWNER.
14. IRRIGATION SERVICE WILL BE PROVIDED BY PRIVATE WELL.

LEGEND

NOTE: NOT ALL SYMBOLS SHOWN HERE MAY BE APPLICABLE TO THESE DRAWINGS, ALSO THERE MAY BE ADDITIONAL SYMBOLS WITHIN PLANS NOT SHOWN HERE. SEE INDIVIDUAL DRAWING LEGEND WHERE APPLICABLE.

	BENCHMARK ID		4" BY 4" CONCRETE MONUMENT
	BORING ID		EXISTING EASEMENT
	EXISTING CABLE TV PEDESTAL		EXISTING UNDERGROUND FIBER OPTIC CABLE
	EXISTING CAP OR PLUG		EXISTING FORCE MAIN (# INDICATES SIZE)
	EXISTING CLEAN OUT		EXISTING GAS MAIN
	EXISTING CONDUIT RISER/ MARKER		EXISTING OVERHEAD ELECTRIC CABLES
	EXISTING ELECTRIC METER		EXISTING OVERHEAD TRAFFIC SIGNAL CABLE
	EXISTING ELEVATION (SOFT)		EXISTING RAW WATER MAIN (# INDICATES SIZE)
	PROPOSED ELEVATION (SOFT)		EXISTING RECLAIM WATER MAIN (# INDICATES SIZE)
	EXISTING ELEVATION (HARD)		PROPOSED SANITARY SEWER (# INDICATES SIZE)
	PROPOSED ELEVATION (HARD)		PROPOSED WATER MAIN (# INDICATES SIZE)
	EXISTING FIRE HYDRANT		EXISTING CONTOUR
	PROPOSED FIRE HYDRANT		PROPOSED CONTOUR (SOFT)
	EXISTING FLOW DIRECTION		PROPOSED CONTOUR (HARD)
	PROPOSED FLOW DIRECTION		EXISTING UNDERGROUND TELEPHONE CABLE
	EXISTING GAS METER		EXISTING UNDERGROUND TELEVISION CABLE
	EXISTING GAS VALVE		EXISTING UNDERGROUND ELECTRICAL POWER CABLE
	EXISTING GUY WIRE & ANCHOR PIN		JURISDICTIONAL WETLAND LINE
	EXISTING MAIL BOX		EXISTING SANITARY SEWER (# INDICATES SIZE)
	EXISTING MANHOLE (UNKNOWN)		EXISTING WATER MAIN (# INDICATES SIZE)
	PROPOSED MANHOLE		EXISTING PIPE OR CONDUIT (TYPE SPECIFIED)
	EXISTING SANITARY SEWER CLEANOUT		EXISTING SWALE OR CENTER OF DITCH
	EXISTING SANITARY SEWER MANHOLE		PROPOSED SWALE OR CENTER OF DITCH
	EXISTING ROAD SIGNS AND POSTS		EXISTING TOP OF DITCH BANK
	PROPOSED SIGN AND POST		EXISTING WOOD FENCE
	EXISTING TEE		EXISTING WIRE OR CHAIN LINK FENCE
	EXISTING UTILITY POLE		PROPOSED WIRE OR CHAIN LINK FENCE
	EXISTING VALVE IRRIGATION		PROPOSED SILTSEDIMENT FENCE
	EXISTING VALVE WATER		PROPOSED COIR ROLL OR WATTLE
	PROPOSED WATER VALVE		PROPOSED FLOATING TURBIDITY BARRIER
	EXISTING WATER METER		PROPOSED TREE PROTECTION
	EXISTING STORM SEWER WITH INLET		12" IRON ROD (NO. 10)
	PROPOSED STORM SEWER WITH INLET		

SITE DEVELOPMENT USAGE

PROPERTY INFORMATION				PARKING REQUIREMENTS			
FUTURE LAND USE (FLU)	TOURIST COMMERCIAL	BUILDING USE		A. UNITS	B. SPACES	C. PER UNIT	D. REQ. SPACES
ZONING (w/ OVERLAY)	PBD (PLANNED BUSINESS DEVELOPMENT)	BUSINESS / STORAGE		1,000	2	1,000	2
FLOODZONE	X	BUSINESS / STORAGE		3,000	1	750	4
BUILDING USES	STORAGE	BUSINESS / STORAGE		16,000	1	1,500	11
		OFFICE		3,998	1	200	20
REQUIRED SETBACKS				TOTAL REQUIRED SPACES			
				37			
FRONT	20 FEET	10		PROVIDED PARKING			
REAR	10 FEET	6				%	PROV. SPACES
SIDE	10 FEET	5				58.2%	50
SIDE/CORNER	10 FEET	5				3.8%	2
DIMENSIONAL REQUIREMENTS				STANDARD SPACES			
	REQ.	PROV.		ADA SPACES			52
MAX. BUILDING HEIGHT	65 FT	25 FT					
MAX. LOT IMPERVIOUS	75%	49.3%					
THREE PRESERVATION	10%	16.3%					
MAX. BUILDING COVERAGE	45%	23.7%					
SITE COVERAGE - EXISTING				TOTAL PROVIDED SPACES			
AREA TYPE	SF	ACRE	% OF SITE				
BUILDING	0	0.000					
ASPHALT PAVEMENT	0	0.000					
CONCRETE / SIDEWALKS	0	0.000					
WET POND	0	0.000					
GREEN SPACE	101,764	2.336	100.0%				
TOTAL SITE	101,764	2.336	100.0%				
TOTAL IMPERVIOUS	0	0.000					
TOTAL OPEN SPACE	101,764	2.336	100.0%				
SITE COVERAGE - PROPOSED							
AREA TYPE	SF	ACRE	% OF SITE				
BUILDING	23,998	0.551	23.6%				
ASPHALT PAVEMENT / XLA	25,053	0.575	24.6%				
CONCRETE / SIDEWALKS	368	0.009	0.4%				
WET POND	9,646	0.221	9.5%				
GREEN SPACE	42,670	0.980	41.9%				
TOTAL SITE	101,764	2.336	100.0%				
TOTAL IMPERVIOUS	49,439	1.135	48.8%				
TOTAL OPEN SPACE	52,325	1.201	51.4%				

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS - 2022 / 2023 AND QUALIFIED PRODUCTS LIST

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205	PIPE BACKFILL	102-603	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY
425-052	DITCH BOTTOM INLETS - TYPES C, D, E & H	515-002	ALUMINUM PEDESTAL / BICYCLE POCKET RAILING
520-001	CURB & CURB AND GUTTER	700-101	TYPICAL SECTIONS FOR PLACEMENT OF SINGLE & MULTIPLE-COLUMN SIGNS
522-002	PUBLIC SIDEWALK CURB RAMP		SPECIAL MARKING AREAS
350-001	CONCRETE PAVEMENT JOINTS	711-001	
522-001	CONCRETE SIDEWALK		
514	OPTIONAL BASE GROUP AND STRUCTURAL NUMBERS		

VOLUSIA COUNTY CONSTRUCTION NOTES

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-9826 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-9868 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
3. COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 238-6535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LAKE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
4. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED FROM 7:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 600. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
6. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
7. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FOOT DESIGN STANDARD INDEX NO. 600. RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SOODED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SOODING.

ABBREVIATIONS

AWWA	AMERICAN WATER WORKS ASSOCIATION	GW	GROUND WATER HANDICAP	R	RADIUS
CMP	CORRUGATED METAL PIPE	H/C	HIGH DENSITY POLYETHYLENE	RCP	REINFORCED CONCRETE PIPE
CPP	CORRUGATED PLASTIC PIPE	INV	INVERT	RPM	REFLECTIVE PAVEMENT MARKER
CTV	CABLE TELEVISION	K ₁	HORIZONTAL PERMEABILITY	R/W	RIGHT-OF-WAY
DIP	DUCTILE IRON PIPE	K _v	VERTICAL PERMEABILITY	SH	SEASONAL HIGH
ESMT	EASEMENT	KO	KNOCK OUT	SMH	SANITARY MANHOLE
EXIST	EXISTING	LF	LINEAL FEET	SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT BASIN
FAC	FLORIDA ADMINISTRATIVE CODE	MB	MAP BOOK	SS	SANITARY SEWER
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	MES	METERED END SECTION	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	MJ	MECHANICAL JOINT	TSS	TEMPORARY SEDIMENT
FH	FIRE HYDRANT	N/A	NOT APPLICABLE	TYP	TYPICAL
FOC	FIBER OPTIC CABLE	NIC	NOT IN CONTRACT	UGE	UNDERGROUND ELECTRIC
FF EL	FINISH FLOOR ELEVATION	NGVD	NATIONAL GEODETIC VERTICAL DATUM	UGT	UNDERGROUND
FP&L	FLORIDA POWER & LIGHT	OHE	OVERHEAD ELECTRIC		TELEPHONE
FM	FORCE MAIN	OR	OFFICIAL RECORD	USACOE	UNITED STATES ARMY CORP. OF ENGINEERS
FPD	FEET PER DAY	PG	PAGE	W	WATER (POTABLE)
G	GAS	PSI	POUNDS PER SQUARE INCH		
		PVC	POLYVINYL CHLORIDE		
		PWT	PAVEMENT		

SITE GEOTECHNICAL CONSIDERATIONS

SEE GEOTECHNICAL REPORT UNIVERSAL ENGINEERING SCIENCES (REPORT #140209, DATED JUNE 21, 2022) FOR ALL SUBSURFACE CONDITIONS, GROUNDWATER, SITE PREPARATION FOR PAVEMENT AND ALL EARTHWORK REQUIREMENTS.

8.D.e

8.D.10 CITY COMMENTS

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Civil Engineering
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DEVELOPMENT INFORMATION
NORTH INTERCHANGE INDUSTRIAL FLEX SPACE
520 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

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HARRY H. NEWKIRK, P.E. # 62971

NO. 62971

STATE OF FLORIDA

PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No: 2022-101

DATE: JUNE 2022

DESIGN BY: HHN

DRAWN BY: NWS

CHECKED BY: HHN

SCALE:

DRAWING NUMBER

3

ON-SITE TREE LEGEND:

	TOTAL
ASH TREE	10
CEDAR TREE	12
HACKBERRY TREE	2
OAK TREE	83
PALM TREE	22
PINE TREE	3
	120

BENCHMARK INFORMATION:

VERTICAL DATA
ELEVATIONS REFER TO NAVD 80 NORTH AMERICA
VERTICAL DATUM 1988. BENCHMARK IS A NATIONAL
GEODETIC SURVEY (NCS) POINT, DESIGNATION X 266,
P.D. AQUISS, ELEVATION 29.48 FEET.

DEMOLITION AND SWPPP NOTES:

1. ALL EROSION CONTROL DEVICES AND VISIBLE BARRICADES SHALL BE INSTALLED AND APPROVED BY ENGINEER PRIOR TO THE START OF CLEARING AND GRUBBING.
2. THE CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE CITY AS SPECIFIED PRIOR TO START OF CONSTRUCTION.
3. THE SITE SHALL BE CLEARED AND GRUBBED OF ALL VEGETATION AND DEBRIS WITHIN THE APPROXIMATE LIMITS OF CLEARING AS INDICATED ON THE DRAWING.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY OF ORMOND BEACH UTILITY DEPARTMENT, FLORIDA SUNSHINE AND EMERGENCY SERVICES FOR RESPECTIVE UTILITY LOCATIONS AND "NOTICE" OF CONSTRUCTION ACTIVITY.
5. ALL REMOVED MATERIAL SHALL BE HAULED OFF-SITE TO AN APPROVED LANDFILL. TREES MAY BE LOGGED OR MALCHED FOR OFF-SITE DISPOSAL AT THE CONTRACTOR'S DISCRETION.
6. ALL EROSION CONTROL DEVICES SHALL BE PLACED PRIOR TO THE START OF WORK AND REMAIN IN PLACE UNTIL ALL WORK IS COMPLETE.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR PERIODIC INSPECTION AND REMOVAL OF DEBRIS AND SILT BEHIND EROSION CONTROL DEVICES.
8. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION BY INLET PROTECTION MEASURES TO PREVENT SILTATION IN THE DRAINAGE SYSTEM (SEE DETAILS THIS DRAWING). THE ENTIRE DRAINAGE SYSTEM SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE.
9. ALL OFF-SITE AREAS DISTURBED DURING CONSTRUCTION ACTIVITY SHALL BE IMMEDIATELY RESTORED TO PRIOR CONDITION UPON COMPLETION OF WORK.
10. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION, BLOWING SAND AND THE IMPACT TO NEIGHBORING PROPERTIES.
11. THE CONTRACTOR SHALL PROVIDE THE ENGINEER, CITY A NOT PLAN AT PRECONSTRUCTION MEETING. TRAFFIC SHALL BE ALLOWED TO CONTINUE DURING WORK. PROVIDE MEASURES TO DETOUR TRAFFIC AROUND OPEN EXCAVATION WITH ADEQUATE BARRICADES, SIGNAGE AND FLAGPERSON TO DIRECT TRAFFIC. EMERGENCY SERVICES SHALL BE NOTIFIED 48 HOUR IN ADVANCE.
12. EXISTING DRIVEWAYS SHOWN ADJACENT TO OR OUTSIDE LIMITS OF CONSTRUCTION SHALL REMAIN IN SERVICE. EXISTING UTILITIES AND DRIVEWAYS SHALL NOT BE REMOVED UNLESS OTHERWISE NOTED.
13. IF ANY DRAINAGE IS TO OCCUR DURING ANY PHASE OF CONSTRUCTION THEN DEMONSTRATING ACTIVITY SHALL ADHERE TO CHAPTER 40C-25 FAC MORE SPECIFICALLY AS FOLLOWS PER 40C-25.000(4) A "NOTICED GENERAL SHORT-TERM DRAINAGE PERMIT" IS REQUIRED "ONLY IF" DRAINAGE EXCEEDS 4 MILLION GALLONS PER DAY, EXCEPT DURING THE FIRST 120 HOURS OF DEMONSTRATING. WHEN THE DAILY AND INSTANTANEOUS RAINFALL RATES SHALL NOT EXCEED 4 MILLION GALLONS PER DAY, AVERAGE DAILY WITHDRAWAL SHALL NOT EXCEED 2 MILLION GALLONS PER DAY FOR THE FIRST 60 DAYS OF THE DRAINAGE ACTIVITY AND SHALL NOT EXCEED ONE MILLION GALLONS PER DAY OF A 180 DAY DURATION. EACH SPECIFIC DRAINAGE PROJECT SHALL NOT EXCEED 180 DAYS. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE ANY DRAINAGE ACTIVITY IS BELOW THE SPECIFIED THRESHOLD. OTHERWISE A PERMIT WILL BE REQUIRED AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR SHALL FAMILIARIZE ITSELF WITH CHAPTER 40C-25 FAC AND BE SOLELY RESPONSIBLE FOR OBTAINING AND SUBMITTING FORM RDS-50 TO SURRENDER A MINIMUM OF 30 DAYS PRIOR TO ANY DEMONSTRATING ACTIVITY. SUBMITTAL OF FORM RDS-50 IS NOT REQUIRED IF DRAINAGE IS 300,000 GALLONS PER DAY OR LESS AND WILL NOT EXCEED 30 DAYS IN DURATION.

EROSION CONTROL NOTES:

1. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES. THE GENERAL CONTRACTOR SHALL STRICTLY ADHERE TO THE SWPPP DURING CONSTRUCTION OPERATIONS.
2. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL DEVICES HAVE BEEN INSTALLED.
3. THE CONTRACTOR SHALL POST "NO TRESPASSING" SIGNAGE AT ALL SITE ENTRANCES PRIOR TO CONSTRUCTION.
4. MAINTAIN EROSION CONTROL MEASURES AFTER EACH RAIN AND AT LEAST ONCE A WEEK.
5. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE. AS THE GENERAL CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE.
6. GENERAL CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
7. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION.
8. NO TURBID WATER SHALL BE DISCHARGED OFF-SITE FROM THE DEMONSTRATING OPERATION. CONTRACTOR SHALL TAKE MEASURES TO CONTROL TURBIDITY.
9. IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OF NIGHTFALL, THE PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
11. PROVIDE DUST CONTROL FOR ALL FLEETWORK OPERATIONS. COVER AREA WITH LIGHT COATING OF WATER OR OTHER APPROVED METHOD.

LAND ALTERATION / TREE PRESERVATION NOTES:

1. ALL TREES TO REMAIN SHALL BE PROTECTED BY TREE PRESERVATION BARRICADES MEETING THE MINIMUM STANDARDS. PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL LAND ALTERATION AND CONSTRUCTION ACTIVITIES ARE COMPLETED.
2. ALL TRIMMING SHALL BE UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A 300 PRUNING STANDARDS.
3. OAK TREES LARGER THAN 10 INCHES AND ABOVE (HISTORIC) PRUNING SHALL BE PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE OR A REGISTERED CONSULTING ARBORIST WITH THE AMERICAN SOCIETY OF CONSULTING ARBORISTS. THE ARBORIST SHALL UNDERSTAND THAT THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A 300 PRUNING STANDARDS IS A STANDARD OF DIVISION 4.0.
4. ALL TREE ROOTS EXISTING WITHIN APPROVED IMPROVEMENT AREAS AND ORIGINATING FROM A PROTECTED TREE SHALL BE SEVERED CLEAN AT THE LIMITS OF THE PRESERVED AREA WHERE INDICATED ON THIS PLAN.

LEGEND:

- PROPOSED SILT FENCE (SEE DETAIL SHEET No. 5)
- TP— PROPOSED TREE BARRICADE (SEE DETAIL SHEET No. 5)
- ██████████ PROPOSED AGGREGATE
- ██████████ CONCRETE REMOVAL
- ⊙ EXISTING TREE (N.D. INDICATES DIAMETER AS MEASURED 4.5' ABOVE THE GROUND)
- ⊗ TREE TO BE REMOVED



WARNING !!

CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

8.D.e

DATE	REVISION
12/20/2021	1

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NEWKIRK ENGINEERING
Civil Engineering, CE & Landscape Architecture



DEMOLITION AND SWPPP PLAN
NORTH INTERCHANGE INDUSTRIAL FLEX SPACE
520 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No: 2022-101

DATE: JUNE 2022

DESIGN BY: HHN

DRAWN BY: NWS

CHECKED BY: HHN

SCALE: 1" = 30'

DRAWING NUMBER

NOT TO SCALE

DRAINAGE PIPE MINIMUM SLOPE REQUIREMENTS						
PIPE SIZE (IN)	SELF-CLEANING VELOCITY (FPS)	MANNINGS (N)	RADIUS (FT)	CROSS-SECTIONAL AREA (FT ²)	WETTED PERIMETER	MINIMUM SLOPE (FT / 100 FT)
15	3.0	0.012	0.6	1.2275	3.8289	0.0027
18	3.0	0.012	0.75	1.767	FULL & FULL	0.0022

SUMMARY OF DRAINAGE:

THE MINIMUM WATER QUALITY TREATMENT VOLUME REQUIRED IS THE GREATER OF 1-INCHES OF RUNOFF OVER THE DRAINAGE RETENTION AREA OR 2.5-INCHES OVER THE PREVIOUS SURFACE. STORMWATER TREATMENT IS PROVIDED BY A WET DETENTION POND SYSTEM. AN ADDITIONAL 0.5-INCH IS ADDED TO THE REQUIRED TREATMENT VOLUME FOR AN ONLINE SYSTEM. THE TREATMENT SYSTEM IS DESIGNED TO ENSURE THE POST DEVELOPMENT DISCHARGE RATE AND VOLUME DOES NOT EXCEED THE PRE-DEVELOPMENT RATE AND VOLUME FOR THE MEAN ANNUAL, 25 YEAR-24-HOUR, AND 100 YEAR-24-HOUR STORM EVENTS.

PERMITTED RUNOFF			NODE OFF		
Design Storm	Ranfall (inches)	Inflow Rate (cfs)	Inflow Volume (ft ³)	Rate (cfs)	Volume (ft ³)
Mean Annual 24-Hour	PRI 5.00	3.10	23,099		
25 Year, 24-Hour	PRI 9.00	7.46	54,900		
100 Year, 24-Hour	PRI 11.00	9.69	71,743		
PROPOSED - DISCHARGE			NODE OFF		
Design Storm	Ranfall (inches)	Inflow Rate (cfs)	Inflow Volume (ft ³)	RET	STAGE
Mean Annual 24-Hour	POST 5.00	0.51	10,332	28.24	
25 Year, 24-Hour	POST 9.00	6.91	41,782	28.74	
100 Year, 24-Hour	POST 11.00	10.46	58,352	28.94	

GENERAL DRAINAGE NOTES:

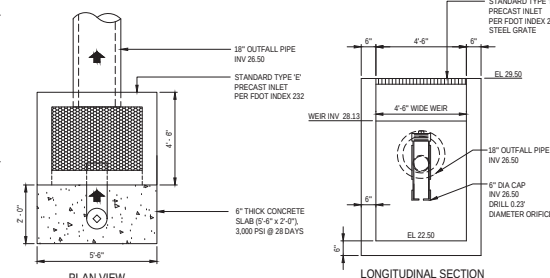
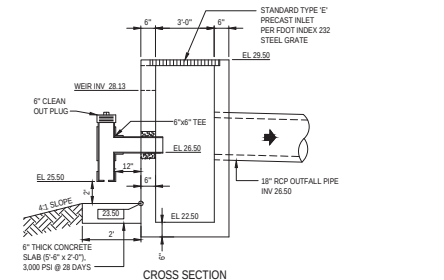
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO DRAINAGE SYSTEM AND SHALL RESTORE ANY DAMAGED STRUCTURES.
- ALL PIPE FROM THE BUILDING DRAINS SHALL BE SMOOTH INTERIOR PVC SDR-35 OR CORRUGATED EXTERIOR (SCE) HOPE.
- ALL STORM PIPE SHALL BE CONSTRUCTED OF REINFORCED CONCRETE PIPE (RCP) INSTALLED PER FOOT SPECIFICATIONS OR HOPE (SCE) WITH CERTIFIED WATER TIGHT JOINTS BY THE MANUFACTURER. ACCEPTABLE HOPE PIPE SHALL BE HANCO SUR-L-OK WT. ADS SERIES 35, ADS N-12 WITH WT JOINT OR EQUAL.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL MATERIAL AND STRUCTURES TO THE ENGINEER (NEWKIRK ENGINEERING, INC.) FOR APPROVAL PRIOR TO THE PRECONSTRUCTION MEETING.
- CONTRACTOR TO PLACE FILTER FABRIC BETWEEN DRAINAGE STRUCTURES AND TOPS TO PREVENT SOIL INTRUSION. THE FABRIC SHALL BE PERIODICALLY CLEANED OF SAND & DEBRIS. FABRIC SHALL REMAIN IN PLACE UNTIL PAVING IS COMPLETE.
- ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN, FENCING TREES, & ETC., WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFFSITE.
- ALL DRAINAGE STRUCTURES SHALL BE PRE-CAST PER FOOT SPECIFICATIONS.
- ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (HDD) LOADING AND BE INSTALLED ACCORDINGLY PER FOOT STANDARD SPECIFICATIONS AND MANUFACTURES SPECIFICATIONS RESPECTIVELY.
- ALL DRAINAGE STRUCTURES AND PIPES SHALL BE CLEANED OF SAND AT THE LAST STAGE OF CONSTRUCTION PRIOR TO THE FINAL INSPECTION.
- ALL STORM INLET GRATES SHALL BE STEEL (TRAFFIC RATED).

STORM STRUCTURE SCHEDULE

I.D.	SIZE	TYPE BOT	TYPE TOP	TOP ELEV	BOT ELEV	N INV	S INV	E INV	W INV
I-01	---	ALT-B	E	29.10	24.30	15' 25.30	---	---	---
I-02	---	ALT-B	E	29.70	23.66	18' 24.66	15' 24.66	---	---
I-03	---	ALT-B	E	30.10	22.60	---	18' 23.60	18' 23.60	18' 24.08
I-04	---	ALT-B	E	28.50	20.57	---	18' 21.57	---	18' 21.57
CS-01	SEE DETAIL THIS SHEET								

NOTES:

- ROUND STRUCTURE BOTTOMS ARE FOOT ALTERNATE 'A'.
- SQUARE/RECTANGULAR STRUCTURE BOTTOMS ARE FOOT ALTERNATE 'B'.
- 4'-0" DIAMETER AND SMALLER AND 3'-0" SQUARE STANDARD STRUCTURE BOTTOMS ARE FOOT TYPE DESIGNATED 'Y' LARGER STANDARD STRUCTURE BOTTOMS ARE DESIGNATED TYPE 'Z'.
- NO WEEP HOLES ALLOWED IN ANY STRUCTURES.



CONTROL STRUCTURE CS-01 DETAIL

NOT TO SCALE

8.D.e

12.30 North LSL, Suite 3

Ormond Beach, Florida 32174

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CA # 20029

FL # 20029

Civil Engineering

Transportation, CEI & Landscape Architecture

NEWKIRK ENGINEERING

DRAINAGE PLAN

NORTH INTERCHANGE INDUSTRIAL FLEX SPACE

520 FLAGLER ROAD

ORMOND BEACH, FLORIDA 32174

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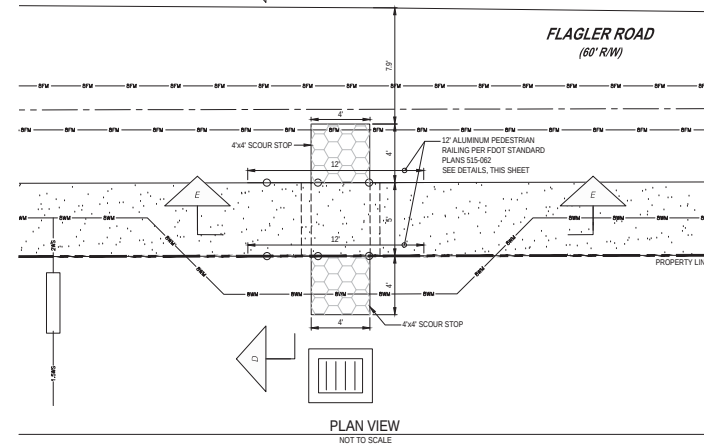
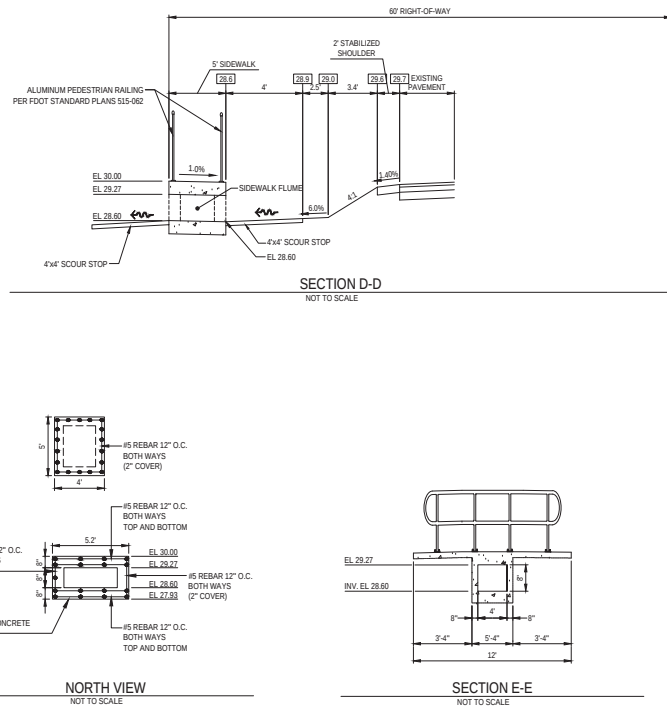
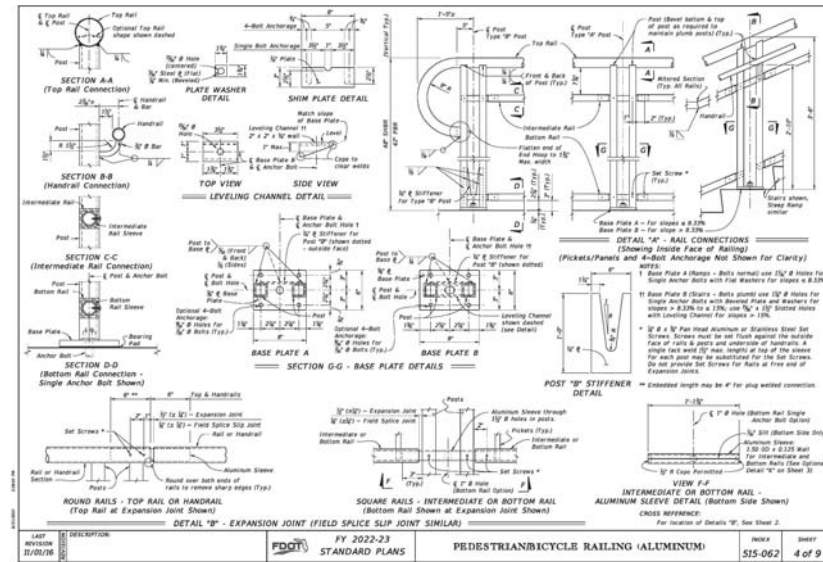
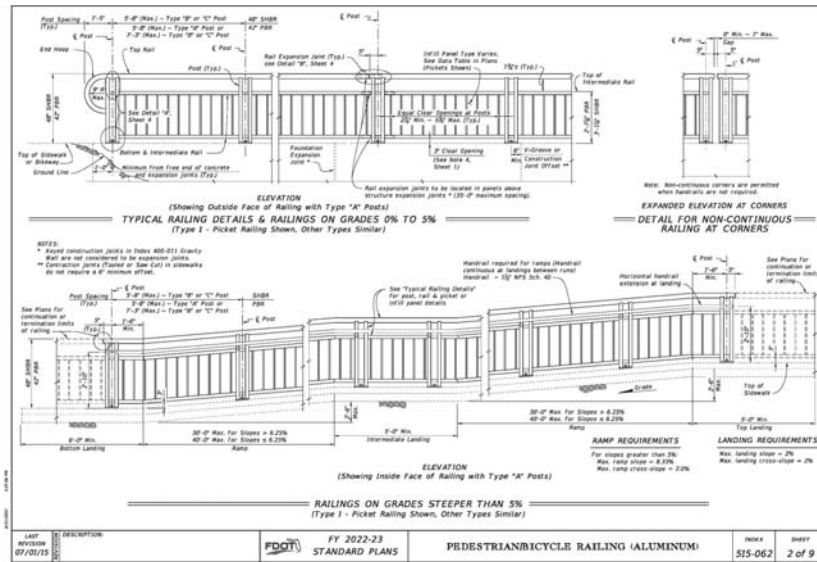
DRAWN BY: NWS

CHECKED BY: HHN

SCALE: 1" = 20'

DRAWING NUMBER

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8100 CITY COMMENTS

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SIDEWALK FLUME DETAIL
NORTH INTERCHANGE INDUSTRIAL FLEX SPACE
520 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

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PROJECT No: 2022-101

DATE: JUNE 2022

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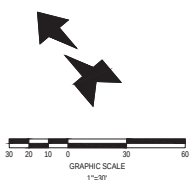
SCALE: AS SHOWN

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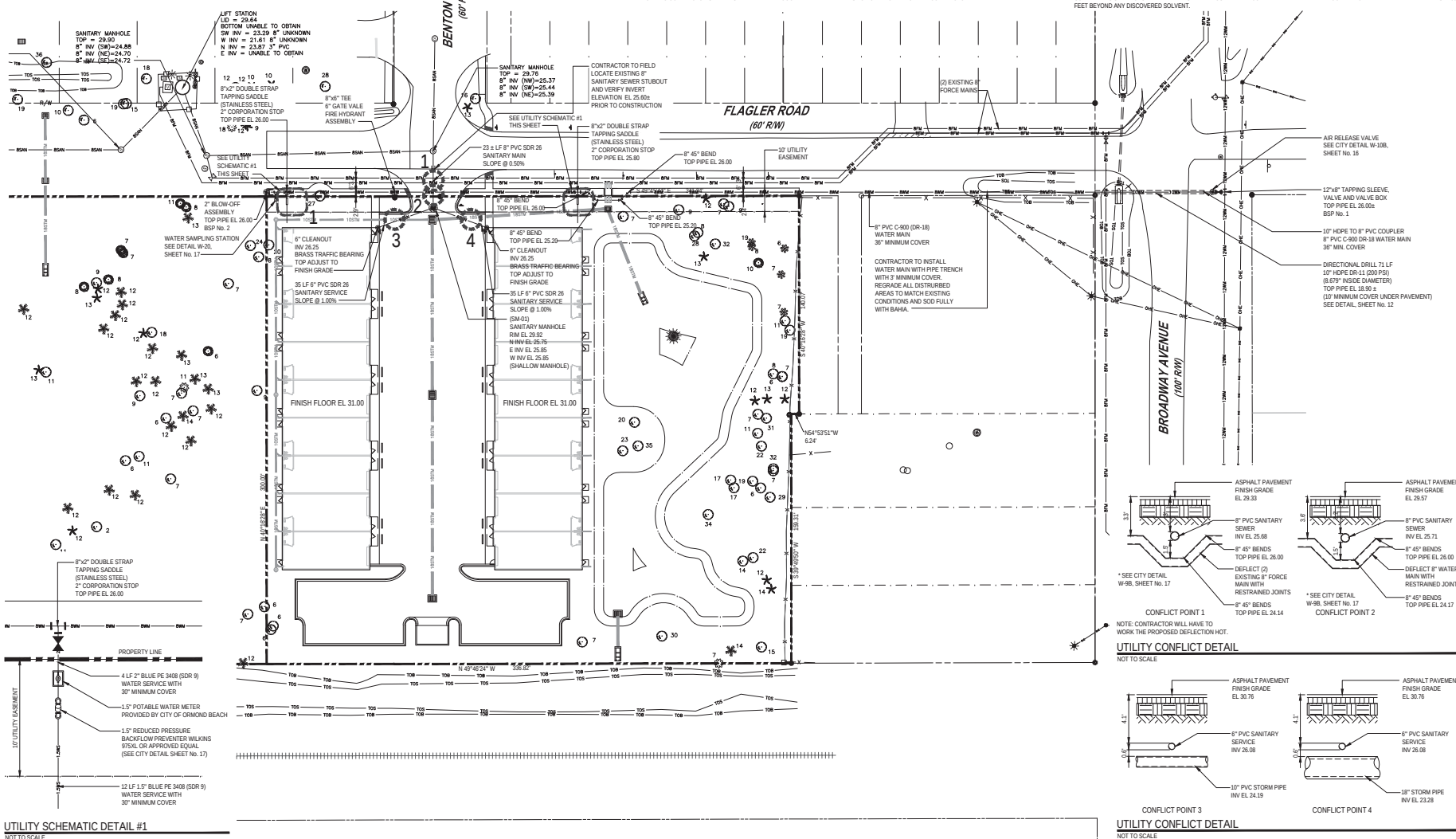


WARNING !!
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PROPOSED UTILITY LEGEND	
FM	FORCE MAIN (Ø INDICATES SIZE)
FSM	SANITARY SEWER (Ø INDICATES SIZE)
FW	POLYETHYLENE WATER SERVICE (Ø INDICATES SIZE)
FW	WATER MAIN (Ø INDICATES SIZE)
GS	GAS SERVICE (Ø INDICATES SIZE)
UE	UNDERGROUND ELECTRICAL CONDUIT (Ø INDICATES SIZE)
UC	UTILITY CONFLICT (SEE DETAILS, THIS SHEET)

- GENERAL SEWER NOTES:**
1. CITY OF ORMOND BEACH SHALL BE NOTIFIED PRIOR TO ANY SEWER CONSTRUCTION.
 2. ALL SEWER CONSTRUCTION MUST COMPLY WITH FDEP REGULATIONS AND THE CITY OF ORMOND BEACH UTILITY DETAILS AND SPECIFICATIONS (LATEST EDITION).
 3. ALL SANITARY SEWER LINES SHALL BE PVC SDR 26 DUE TO THE MINIMUM AMOUNT OF COVER, WATER LINES, RECLAIMED LINES AND STORM DRAINAGE CROSSINGS SHALL FOLLOW THE C-800 OR CONCRETE ENCASMENT REQUIREMENT PER THESE STANDARDS AND AS FDEP REQUIREMENTS.
 4. SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT UNLESS ANOTHER METHOD IS PREVIOUSLY APPROVED BY CITY OF ORMOND BEACH.
 5. THE CONTRACTOR SHALL, AT ALL TIMES, DURING PIPE LAYING, DENATURE THE GROUND SURFACE TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.
 6. ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION, SOFT OR SPONGY BEDDING FOR PIPES WILL NOT BE ACCEPTED, ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY OF ORMOND BEACH.
 7. SANITARY SEWER PIPE SHALL BE PVC SDR 26.
 8. EXCAVATION AND BACKFILL: THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING OF EXCAVATION WORK IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY OF ORMOND BEACH, THE DESIGN ENGINEER, AND THE DEVELOPER.
 9. ALL TRENCHES SHALL BE BACKFILLED WITH ACCEPTABLE MATERIAL AND COMPACTED TO MINIMUM COMPACTION OF (85) PERCENT OF THE OPTIMUM DENSITY OF THAT MATERIAL, BASED ON THE AASHTO T-99 MODIFIED PROCTOR TEST.
 10. ALL TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CONTRACTOR.
 11. GRAVITY MAINS MUST HAVE A TELEVIEW INSPECTION. A VIDEO INSPECTION FORM MUST BE FAXED TO THE CITY OF ORMOND BEACH WASTEWATER COLLECTION DEPARTMENT 48 HOURS PRIOR TO VIDEO INSPECTION. A CITY INSPECTOR MUST BE PRESENT.
 12. SEWER CLEANOUT LOCATED ON PAVEMENT AND SIDEWALK AREA SHALL BE TRAFFIC BEARING FLAT TOP BRASS CAP.
 13. ALL GREASE TANKS SHALL HAVE A MINIMUM CAPACITY OF 1,250 GALLONS.
 14. PLUMBING CONTRACTOR SHALL INSTALL TANK AND COORDINATE PIPE INVERTS TO BUILDING WITH UTILITY CONTRACTOR.

- GENERAL WATER NOTES:**
1. THE CITY OF ORMOND BEACH WATER UTILITY DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER SYSTEM CONSTRUCTION.
 2. ALL WATER DISTRIBUTION CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDEP REGULATIONS AND THE CITY OF ORMOND BEACH UTILITY DETAILS AND SPECIFICATIONS (LATEST EDITION).
 3. CONTRACTOR IS TO VERIFY THE LOCATION, HORIZONTAL AND VERTICAL, OF ALL EXISTING UTILITIES (UNDERGROUND AND OVERHEAD) PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY CONFLICTS SHALL BE REPORTED TO THE ENGINEER.
 4. CONTRACTOR IS RESPONSIBLE FOR RESTORATION OF ANY EXISTING PAVEMENT, SIDEWALK, CURBING, UTILITIES AND DRAINAGE SYSTEMS DAMAGED DURING CONSTRUCTION. ALL DAMAGED AREAS TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.
 5. LOCATION OF TELEPHONE, TV, CABLE AND ELECTRICAL SERVICE CONNECTIONS TO BE DETERMINED BY APPROPRIATE UTILITIES PERSONNEL IN COOPERATION WITH CONTRACTOR.
 6. 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.
 7. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO T-99).
 8. WATER SERVICES FROM 3/4" TO 2" POLYETHYLENE (ENDOTACHE) WITH 30" MINIMUM COVER.
 9. WATER MAIN FROM 4" TO 12" SHALL BE PVC CLASS 50 (DR 18) WITH 30" MINIMUM COVER.
 10. ALL WATER AND FIRE SERVICES ARE REQUIRED TO HAVE A HARD BODY GATE VALVE OFF THE MAIN LINE.
 11. ALL VALVES SHALL BE BOLTED TO TEES.
 12. ALL POTABLE WATER PIPE SHALL HAVE "NSF POTABLE WATER" IMPRINTED ON THE PIPE.
 13. ALL WATER MAIN FITTINGS 4 INCHES OR LARGER SHALL BE CEMENT LINED DIP.
 14. A TAPPING CONTRACTOR ACCEPTABLE TO THE CITY OF ORMOND BEACH WILL BE REQUIRED FOR TAPS.
 15. THE CONTRACTOR SHALL MAKE ALL ATTEMPTS TO LOCATE BURIED UTILITIES AND NOTIFY THE UTILITY COMPANIES 48 HR. PRIOR TO CONSTRUCTION.
 16. UTILITY TRENCH CONSTRUCTION SHALL CONFORM TO CITY OF ORMOND BEACH AND OSM REQUIREMENTS.
 17. IN THE CASE WHERE SOLVENT CONTAMINATION IS FOUND IN THE TRENCH, WORK WILL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. WITH THE APPROVAL OF THE CITY OF ORMOND BEACH UTILITY DEPARTMENT, DUCTILE IRON PIPE, FITTINGS AND APPROVED SOLVENT RESISTANT CASSET MATERIAL SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE IRON PIPE WILL EXTEND AT LEAST 100 FEET BEYOND ANY DISCOVERED SOLVENT.



UTILITY SCHEMATIC DETAIL #1
NOT TO SCALE

8.D.e

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FL # 20020
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NEWKIRK ENGINEERING

UTILITY PLAN
NORTH INTERCHANGE INDUSTRIAL FLEX SPACE
520 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

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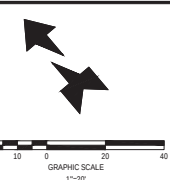
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NO. 62971
STATE OF FLORIDA
REGISTERED PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No: 2022-101
DATE: JUNE 2022
DESIGN BY: HHN
DRAWN BY: NWS
CHECKED BY: HHN
SCALE: 1" = 30'
DRAWING NUMBER

11



CITY OF ORLAND BEACH HDG Standard Form Num. 101

HORIZONTAL DIRECTIONAL DRILL PRE-LOG

- [illegible]

EX		STANDARD CONSTRUCTION DETAIL	INDEX
-1A		HORIZONTAL DIRECTIONAL DRILL PRE-LOG FORM	DD-1B

EX		STANDARD CONSTRUCTION DETAIL	INDEX
-2		TYPICAL PLAN, PROFILE, & NOTES FOR HORIZONTAL DIRECTIONAL DRILL	DD-3
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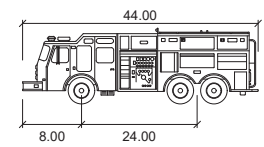
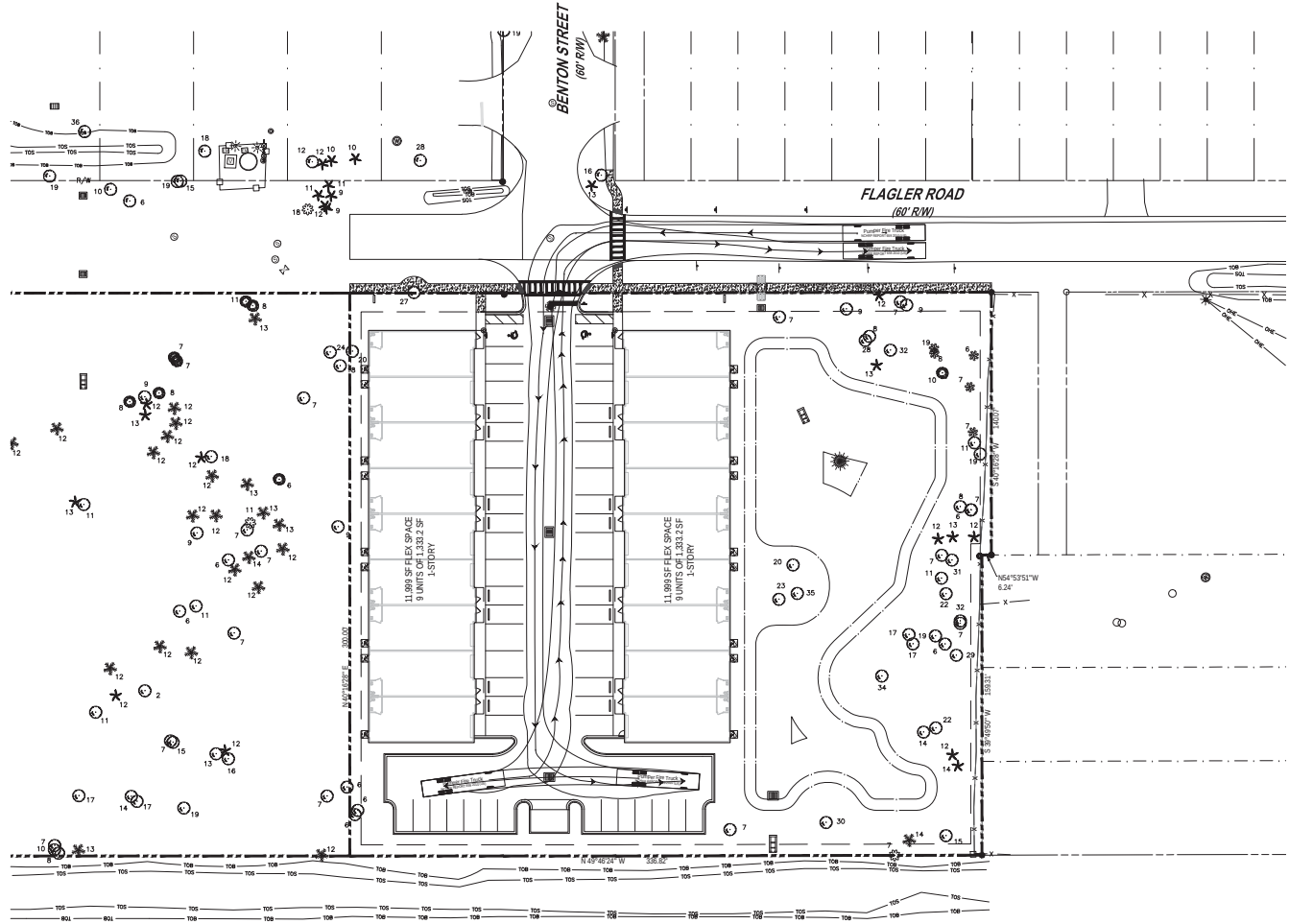
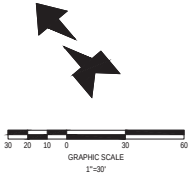
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1



Pumper Fire Truck	
	feet
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 37.8

8.D.e

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AUTOTURN TRUCK PLAN
NORTH INTERCHANGE INDUSTRIAL FLEX SPACE
520 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

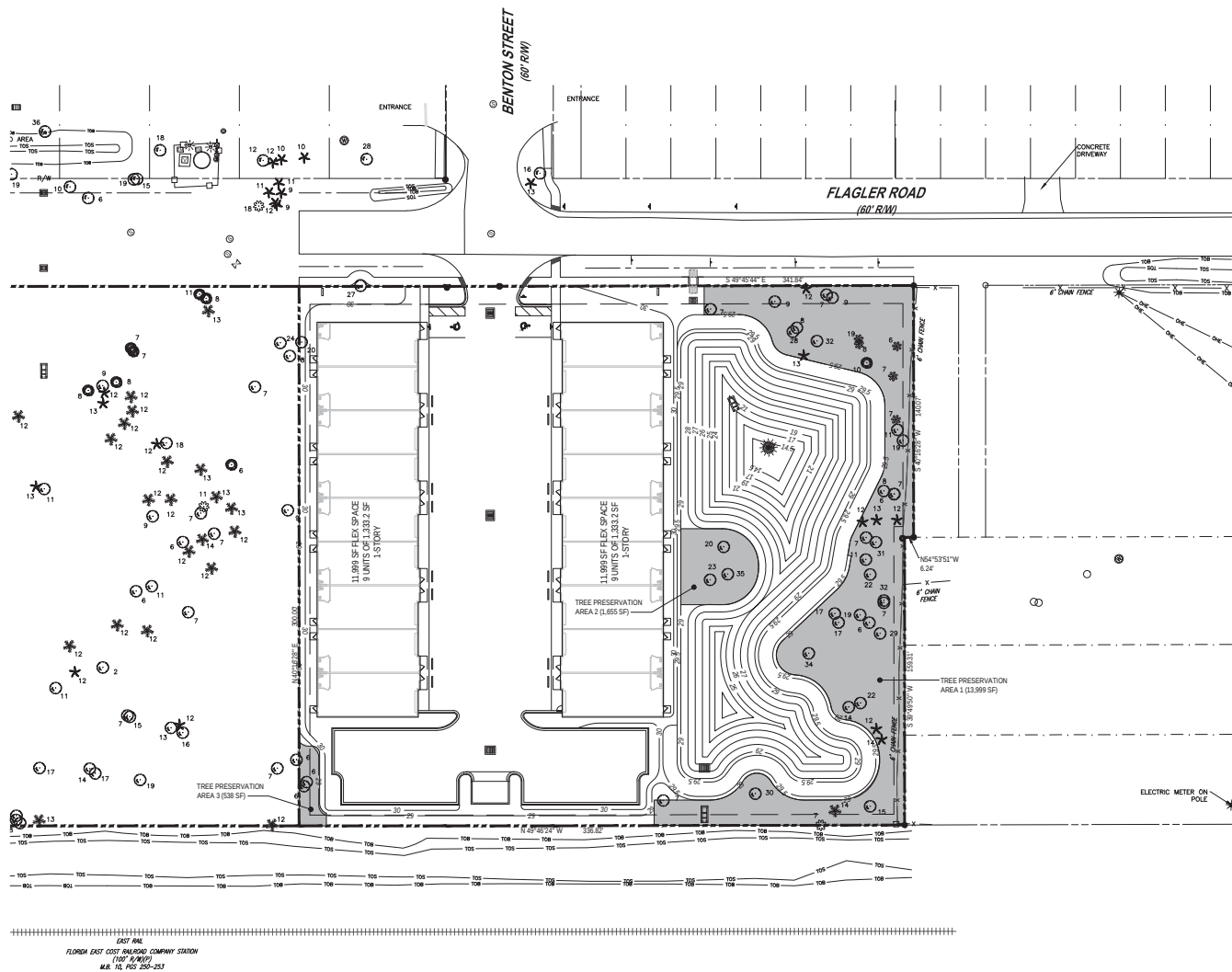
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PROJECT No: 2022-101
DATE: JUNE 2022
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REQUIRED TREE PRESERVATION = 15.0%	
REQUIRED TREE PRESERVATION = 101,764 SF x 0.15 = 15,265 SF (15.0%)	
TREE PRESERVATION AREA 1	13,999 SF (0.321 ACRES)
TREE PRESERVATION AREA 2	1,655 SF (0.038 ACRES)
TREE PRESERVATION AREA 2	538 SF (0.012 ACRES)
TOTAL TREE PRESERVATION AREA	16,192 SF (0.371 ACRES) 15.9%

■ TREE PRESERVATION AREA (15.9%)

[illegible]

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TREE PRESERVATION PLAN

NORTH INTERCHANGE INDUSTRIAL FLEX SPACE

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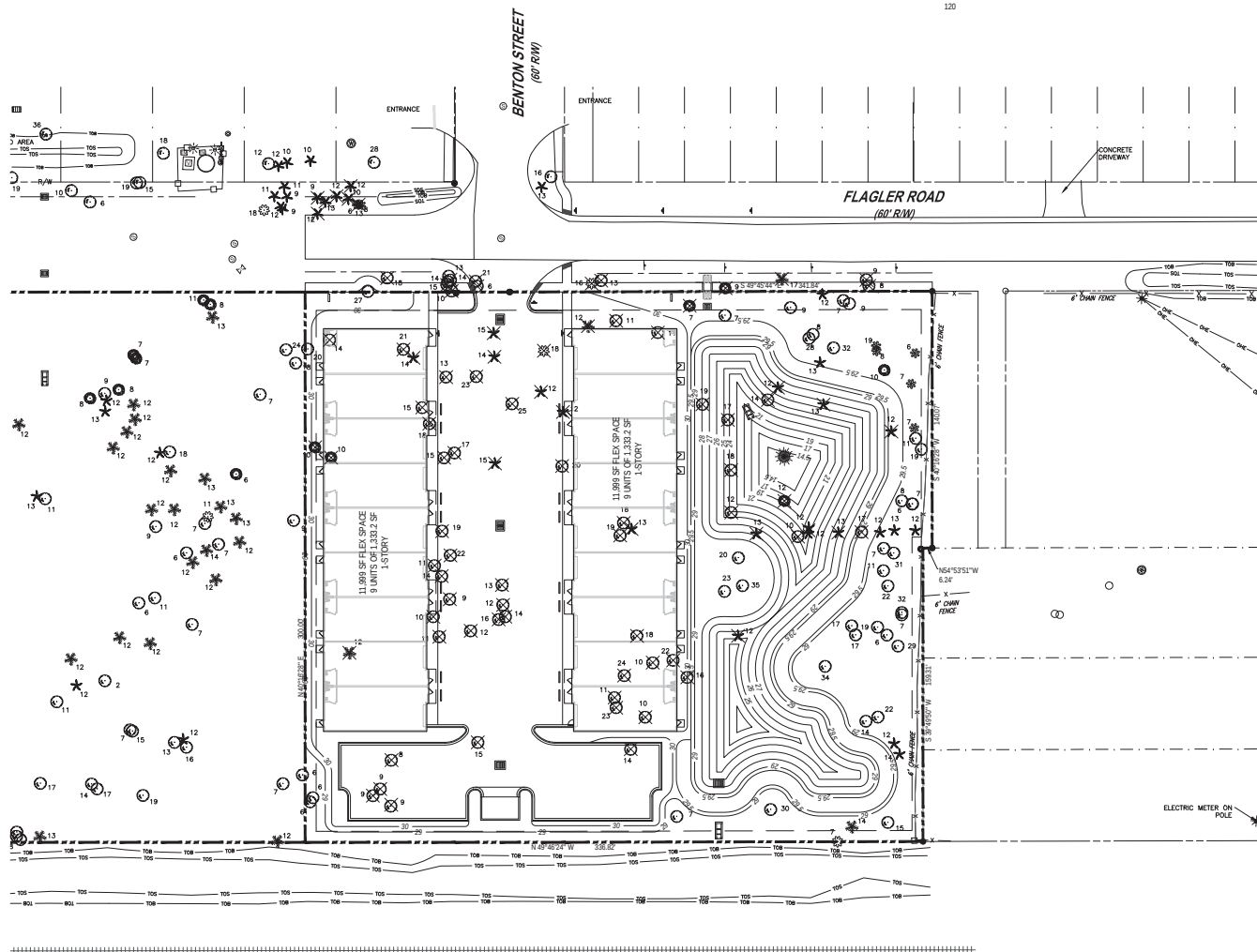
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SCALE: 1" = 30'

DRAFTING NUMBER

21



	TOTAL	
ASH TREE	5	10
CEDAR TREE	2	11
HACKBERRY TREE	5	12
OAK TREE	83	13
PALM TREE	22	14
PINE TREE	3	15
	120	

PROTECTED TREE MITIGATION	
1 NUMBER OF PROTECTED TREES TO BE REMOVED DUE TO IMPERFECT CONSTRUCTION PALMS 7/3 = 2	14 trees
2 REMAINDER OF PROTECTED TREES TO BE REMOVED DUE TO OTHER CONSTRUCTION PALMS 8/3 = 3	11 trees
3 CALCULATE PRESERVED TREE DENSITY, DIVIDE PRESERVED PROTECTED TREES BY TOTAL AREA	
	23 TREES / 2,336 ACRES = 9.84 trees/ac.
TREE DENSITY LESS THAN 50 TREES/ACRE, PROCEED TO STEP #4 OR TREE TREE DENSITY MORE THAN 50 TREES/ACRE, PROCEED TO STEP #5	
4 ENTER NUMBER OF TREES FROM LINE #1 / 4 / 2	7 trees
5 ENTER NUMBER OF TREES PROVIDED IN NUMBER 2	11 trees
PROTECTED TREE MITIGATION TOTAL	
	18 trees

NOTE: SPECIMEN TREE CREDIT OF (6) 4.5" CALIPER
4.5" CALIPER = 3 TREE CREDITS x 6 = 18 (2.5" CALIPER TREES)

SPECIMEN TREE REQUIREMENTS	
TOTAL SPECIMEN TREES	54
SITE AREA (AC)	2.336
SPECIMEN TREES PER ACRE	23.1
PRESERVED TREES REQUIRED (4/AC)	9
SPECIMEN TREES PRESERVED	20

CAL @ DBH	VARIETY	QTY	SPECIMEN TREES TO BE REMOVED		TREE FUND EQUAL	TREE FUND TOTAL
			# OF 4.5" CAL TREES TO MITIGATE	TOTAL		
12"OAK	3	1	3	5	307.00	5 921.00
13"OAK	2	1	2	5	360.00	5 720.00
14"OAK	5	1	5	5	418.00	5 2,090.00
15"OAK	3	2	6	5	480.00	5 1,440.00
16"OAK	2	2	4	5	546.00	5 1,092.00
17"OAK	3	2	6	5	616.00	5 1,848.00
18"OAK	4	2	8	5	690.00	5 2,760.00
19"CEDAR	1	2	2	5	690.00	5 690.00
19"OAK	3	2	5	5	769.00	5 2,307.00
20"OAK	1	2	2	5	853.00	5 853.00
21"OAK	1	3	3	5	940.00	5 940.00
22"OAK	2	3	6	5	1,032.00	5 2,064.00
23"OAK	2	3	6	5	1,120.00	5 2,240.00
24"OAK	1	3	3	5	1,220.00	5 1,220.00
25"OAK	1	4	4	4	1,332.00	5 1,332.00
TOTAL		34		66		5 22,517.00

SPECIMEN TREES PRESERVED						
CAL # DBH	VARIETY	QTY	# OF 4.5" CAL TREES TO MITIGATE	TOTAL	TREE FUND EQUAL	TREE FUND TOTAL
14	OAK	1	1	1	\$ 418.00	\$ 418.00
15	OAK	1	2	2	\$ 480.00	\$ 480.00
17	OAK	2	2	4	\$ 616.00	\$ 1,232.00
19	OAK	2	2	4	\$ 769.00	\$ 1,538.00
20	OAK	2	2	4	\$ 853.00	\$ 1,706.00
22	OAK	2	3	6	\$ 1,032.00	\$ 2,064.00
23	OAK	1	3	3	\$ 1,120.00	\$ 1,120.00
24	OAK	1	4	4	\$ 1,554.00	\$ 1,554.00
25	OAK	1	4	4	\$ 1,671.00	\$ 1,671.00
29	OAK	1	5	5	\$ 1,782.00	\$ 1,782.00
30	OAK	1	5	5	\$ 1,919.00	\$ 1,919.00
31	OAK	1	5	5	\$ 2,036.00	\$ 2,036.00
32	OAK	2	6	12	\$ 2,183.00	\$ 4,366.00
34	OAK	1	6	6	\$ 2,440.00	\$ 2,440.00
35	OAK	1	7	7	\$ 2,597.00	\$ 2,597.00
TOTAL		20		72		\$ 26,932.00

MITIGATION TOTAL	66	\$ 22,517.00
CREDIT TOTAL	72	\$ 26,932.00
4.5" TREES REQ.	-6	Or donation of \$ -

8/1/22	CITY COMMENTS
8/17/22	CITY COMMENTS

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TREE PROTECTION PLAN

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DATE: JUNE 2022

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DRAWN BY: NWS

CHECKED BY: MM

2015 43-201

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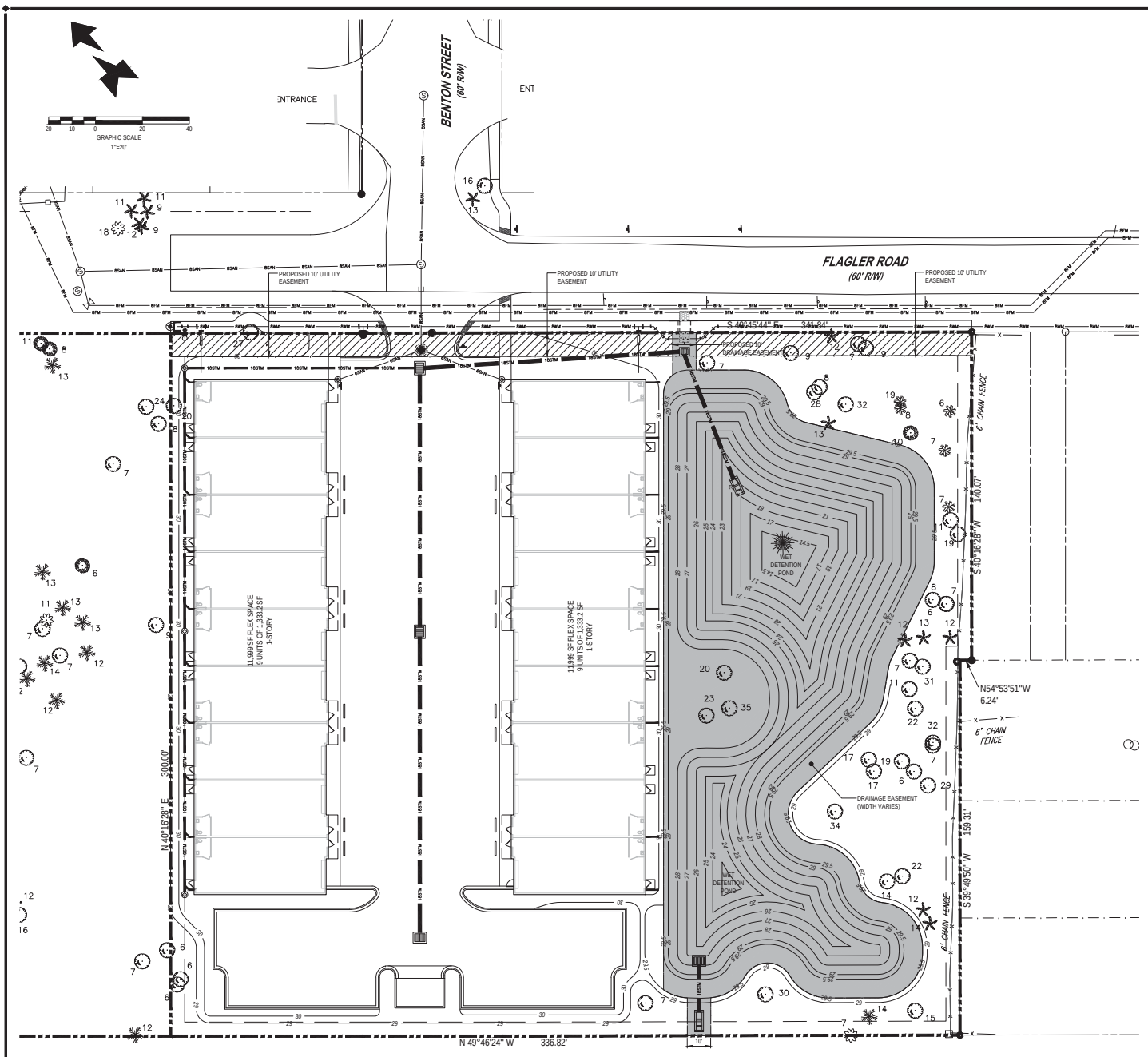
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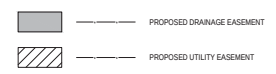
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EASEMENT LEGEND:



8.D.e

Table with 2 columns: DATE, CITY COMMENTS.

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PROJECT No: 2022-101

DATE: JUNE 2022

DESIGN BY: HHR

DRAWN BY: NWS

CHECKED BY: HHR

SCALE: 1" = 20'

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23



MINIMUM TREE RATIOS	
SITE AREA	101,764
BASED ON SITE AREA (1/1,500 S.F.)	68
LANDSCAPE AREA	42,679
BASED ON LANDSCAPE AREA (1/400 SF)	107
EXISTING PROTECTED TREES TO REMAIN	23
EXISTING SPECIMEN TREES TO REMAIN	20
EXISTING PALMS TO REMAIN (3:1) (6)	2
EXISTING TREES BETWEEN 2" - 5.99"	29
TREES PROPOSED 2.5" CALIPER TREES (18 x 1 TREE CREDIT)	18
TREES PROPOSED 3.5" CALIPER TREES (9 x 2 TREE CREDITS)	18
TOTAL TREES PROVIDED	110

ASH TREE	
CEDAR TREE	
HACKBERRY TREE	
OAK TREE	
PALM TREE	
PINE TREE	

ST. AUGUSTINE SOD

BAHIA SOD

TREE PRESERVATION AREA

8/1/22	CITY COMMENTS
8/17/22	CITY COMMENTS

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PROJECT No:	2022-101
DATE:	JUNE 2022

DESIGN BY: LAW

DRAWN BY: BWV

CHECKED BY: LAW

SCALE: 1" = 20'

DRAWING NUMBER

L1









PRINT ON 72" x 24" PAPER

INDEX OF SHEETS	
DWG.NO.	DESCRIPTION
1	COVER
2	BOUNDARY AND TOPOGRAPHIC SURVEY
3	DEVELOPMENT INFORMATION
4	DEMOLITION, TREE REMOVAL AND SWPPP PLAN
5	OFFSITE SWPPP PLAN
6	SWPPP DETAILS AND NOTES
7	SITE LAYOUT PLAN
8	OFFSITE LAYOUT PLAN
9	DRAINAGE PLAN
10	GRADING PLAN
11	OFFSITE GRADING PLAN
12	CROSS SECTIONS
13	CROSS SECTIONS
14	UTILITY PLAN
15	OFFSITE UTILITY PLAN
16	PLAN AND PROFILE STA. 0+00 - 5+35
17	PLAN AND PROFILE STA. 0+00 - 3+85
18	UTILITY DETAILS
19	MISCELLANEOUS DETAILS AND NOTES
20	CITY DETAILS AND NOTES
21	CITY DETAILS AND NOTES
22	CITY DETAILS AND NOTES
23	FDOT DETAILS AND NOTES
24	MAINTENANCE OF TRAFFIC
25	AUTOTURN FIRE TRUCK PLAN
25.1	AUTOTURN GARBAGE TRUCK PLAN
26	TREE PRESERVATION PLAN
27	TREE PROTECTION PLAN
28	EASEMENT PLAN
L1	LANDSCAPE PLAN
L2	LANDSCAPE DETAILS AND NOTES

LEGAL DESCRIPTION

BEING A PORTION OF LOTS 1 THROUGH 6, ALL OF LOTS 8 THROUGH 15, A PORTION OF LOT 16 AND DEMONSTRATION GARDEN, NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING WESTERLY OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 9), BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 16, BLOCK 68, NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE, FLAGLER ROAD, A 60 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE SOUTH 49 DEGREES 45 MINUTES 44 SECONDS EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY SOUTH 49 DEGREES 45 MINUTES 44 SECONDS, A DISTANCE OF 493.18 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE SOUTH 40 DEGREES 16 MINUTES 28 SECONDS WEST, A DISTANCE OF 300.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE, FLORIDA EAST COAST RAILROAD COMPANY STATION, A 100 FOOT WIDE RIGHT OF WAY AS NOW LAID OUT; THENCE NORTH 49 DEGREES 46 MINUTES 24 SECONDS WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 483.08 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, THENCE ALONG EASTERLY RIGHT OF WAY LINE FOR INTERSTATE 95 NORTH 01 DEGREES 09 MINUTES 56 SECONDS EAST, A DISTANCE OF 14.92 FEET; THENCE DEPARTING SAID RIGHT OF WAY NORTH 40 DEGREES 07 MINUTES 16 SECONDS EAST, A DISTANCE OF 288.52 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 147,892 SQUARE FEET OR 3.396 ACRES MORE OR LESS.

PROJECT STATEMENT

PROPOSE A 4-STORY SELF STORAGE FACILITY CONSISTING OF 110,600 SF OVERALL (26,975 SF 1ST FLOOR, 26,975 SF 2ND FLOOR, 28,325 SF 3RD FLOOR & 28,325 SF 4TH FLOOR) WITH 28 COVERED RECREATIONAL VEHICLES AND BOAT STORAGE SPACES.

JURISDICTIONAL AGENCY PERMIT NO.

CITY OF ORMOND BEACH (DEVELOPMENT ORDER)	PZ-22-075
FDOP 1002 SELF-CERTIFICATION (STORMWATER)	0424609003LEG
FDOP WASTEWATER	.
FDOP (NPDES NOI)	.
FDOT (UTILITY)	.
VOLUSIA COUNTY HEALTH DEPARTMENT (WATER)	.

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

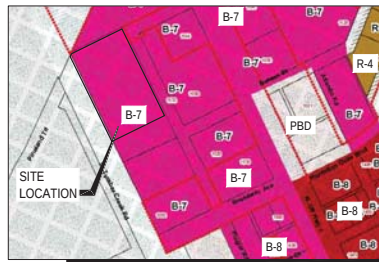
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FLOOD ZONE MAP

SCALE: 1" = 800'

FLOOD ZONE "X" PER FEMA MAP PANEL NO. 12127C0184 K, DATED SEPTEMBER 29, 2017



ZONING MAP

SCALE: 1" = 300'

ZONING - B-7 (HIGHWAY TOURIST COMMERCIAL)



SOILS MAP

SCALE: 1" = 200'

SOIL TYPE: (B) BASINER FINE SAND, 0 TO 1 PERCENT SLOPES
(D) MYAKKA-MYAKKA FINE SAND, 0 TO 2 PERCENT SLOPES

SITE PLAN DRAWINGS FOR NORTH INTERCHANGE STORAGE

SECTION 36, TOWNSHIP 13, RANGE 31

313601680020

540 FLAGLER ROAD

ORMOND BEACH, FL 32174

JULY 2022

REVISED AUGUST 2022



AERIAL MAP

SCALE: 1" = 250'



LOCATION MAP

SCALE: 1" = 400'

PROJECT TEAM

8.D.e

PROPERTY OWNER/ APPLICANT:	BHT HOLDINGS LLC PO BOX 503 GAINESVILLE, FL 32610 PHONE: (386) 931-8018 EMAIL: TJ.MCNITT@VERDEGO.COM
ENGINEER/ PROJECT MANAGER/ LANDSCAPE ARCHITECT:	NEWKIRK ENGINEERING, INC. 1230 NORTH HIGHWAY 1, SUITE 3 ORMOND BEACH, FL 32174 PHONE: (386) 672-7794 EMAIL: HARRY@NEWKIRK-ENGINEERING.COM
ARCHITECT:	KAUFMAN DESIGN GROUP 12371 E. LINCOLN STREET WICHITA, KS 67207 PHONE: (316) 618-0448 EMAIL: SKAUFMAN@COX.NET
SURVEYOR:	AIA SURVEYING, INC. 555 W GRANADA BOULEVARD, SUITE D7 DAYTONA BEACH, FL 32118 PHONE: (386) 216-5730 EMAIL: ALLEN@AIASURVEYING.COM
ENVIRONMENTAL:	ECOLOGICAL CONSULTING SOLUTIONS, INC. 410 NORTH STREET SUITE 130 LONGWOOD, FL 32750 PHONE: (407) 869-9434 FAX: (407) 869-9436 EMAIL: BGRIFFF@ECSFL.CC
GEOTECHNICAL:	UNIVERSAL ENGINEERING SCIENCES 911 BEVILLE ROAD, SUITE 3 SOUTH DAYTONA BEACH, FL 32119 PHONE: (386) 756-1105 FAX: (386) 760-4067 EMAIL: BPOHL@UNIVERSALENGINEERING.COM

CONTACT NUMBERS

BUILDING & PERMITS - CITY OF ORMOND BEACH BUILDING DIVISION (386) 676-3234
PLANNING & ZONING - CITY OF ORMOND BEACH PLANNING DEPT. (386) 676-3238
WATER - CITY OF ORMOND BEACH PUBLIC WORKS (386) 676-3220
WASTEWATER - CITY OF ORMOND BEACH PUBLIC WORKS (386) 676-3220
GAS - TECO PEOPLES GAS - (386) 672-2332
ELECTRIC - FLORIDA POWER & LIGHT (386) 257-7502
TELEPHONE/CABLE - AT&T (386) 254-8550



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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY H. NEWKIRK, P.E. # 62971 ON

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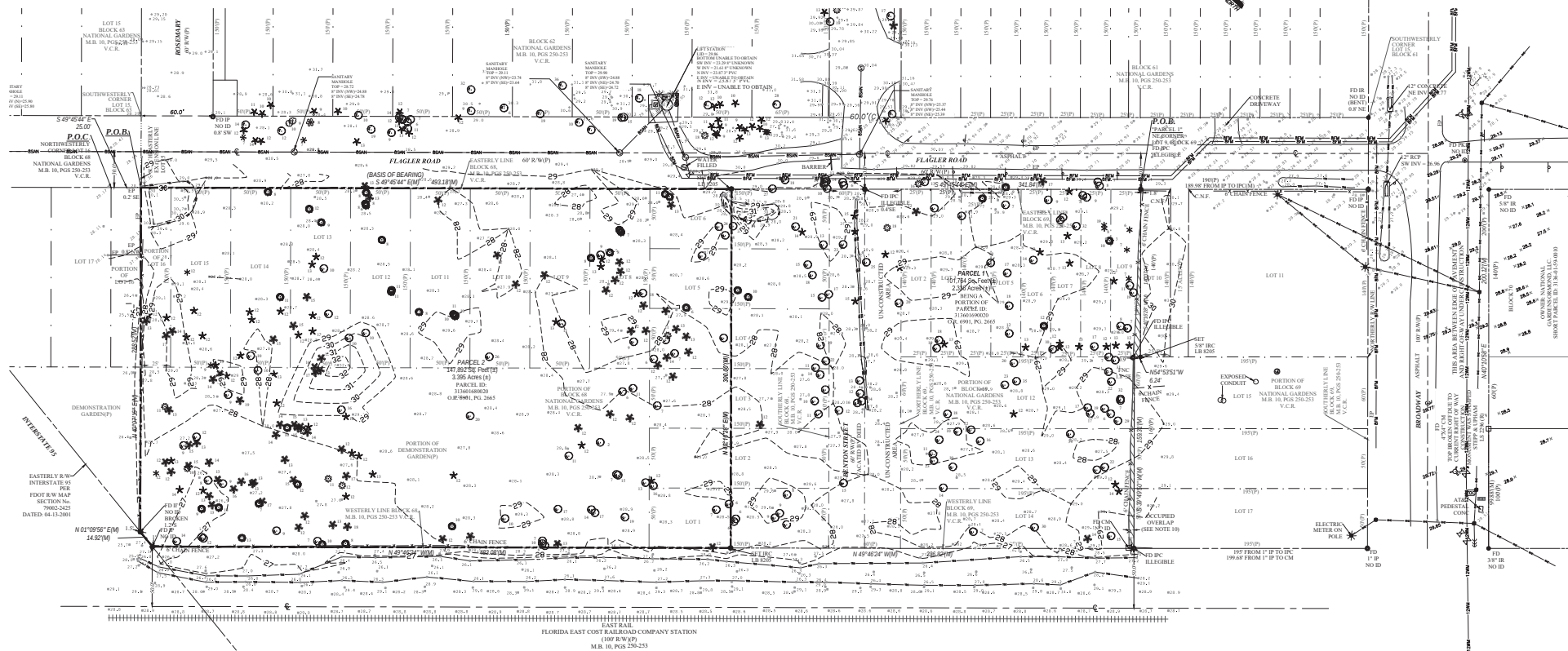


HARRY H. NEWKIRK, P.E. # 62971

DRAWING NUMBER

1

"PARCEL 2"
Ormond Beach, Florida

[illegible]

BEING A PORTION OF LOTS 1 THROUGH 46, ALL OF LOTS 8 THROUGH 15, A PORTION OF LOT 16 AND DEMONSTRATION GARDEN, NATIONAL GARDENS SUBDIVISION AS PER MAP 16, BLOCK 6N, PAGE 250 TO 263, INCLUSIVE OF THE PUBLIC RECORDS OF VOLusia COUNTY FLORIDA, LYING WESTERLY OF U.S. HIGHWAY No. 1 (STATE ROAD No. 5), BEING MORE PARTICULARLY DESCRIBED AS FOLLOV:

COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 16, BLOCK 6N, NATIONAL GARDENS SUBDIVISION, AS PER MAP 16, BLOCK 6N, PAGES 250 TO 263, INCLUSIVE OF THE PUBLIC RECORDS OF VOLusia COUNTY FLORIDA ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE, FLAGLER ROAD, A 60 FOOT RIGHT OF WAY AS NOW LAID OUT, THENCE NORTH 89 DEGREES 09 MINUTES 56 SECONDS EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WESTERLY RIGHT OF WAY LINE, FLAGLER ROAD, A 60 FOOT RIGHT OF WAY AS NOW LAID OUT, THENCE NORTH 89 DEGREES 09 MINUTES 56 SECONDS EAST, A DISTANCE OF 169.13 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE SOUTH 40 DEGREES 16 MINUTES 28 SECONDS WEST, A DISTANCE OF 300.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE, INTERSTATE 95, A 60 FOOT RIGHT OF WAY AS NOW LAID OUT, THENCE SOUTH 40 DEGREES 16 MINUTES 28 SECONDS WEST, A DISTANCE OF 169.13 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, THENCE ALONG EASTERLY RIGHT OF WAY LINE FOR INTERSTATE 95 NORTH 01 DEGREES 09 MINUTES 56 SECONDS WEST, A DISTANCE OF 169.13 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, THENCE SOUTH 40 DEGREES 16 MINUTES 28 SECONDS EAST, A DISTANCE OF 288.52 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 147,892 SQUARE FEET OR 3.395 ACRES MORE OR LESS.

CM	CALCULATED
CN	CONCRETE MONUMENT (AS NOTED)
CONC	CONCRETE
CD	CEILD OF DISPOSITION
EP	EDGE OF PAVEMENT
FD	FIND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M.	FIRE INSURANCE RATE MAP
FL	FLORIDA
ID	IDENTIFICATION
INV	INVERT
IR	IRON PIPE (AS NOTED)
IPC	IRON PIPE AND CAP (AS NOTED)
IR	IRON ROD (AS NOTED)
LL	LAND LOST (AS NOTED)
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LCL	LOCAL LIABILITY COMPANY
LS	LICENSED SURVEYOR
MA	MASSURED
MB	MAP BOOK
Nb	NUMBER
NAYD	NORTH AMERICAN VERTICAL DATUM
NVD	NORTH DECS (AS NOTED)
O.P.	OFFICIAL RECORD BOOK
(P)	PLAT
PGLS	PAGE / PAGES
PS	PROFESSIONAL SURVEYOR AND MAPPER
REGS	REGISTERED LICENSED SURVEYOR

	AT&T BOX		AFTERED END SECTION		CHAIN FENCE
	BENCHMARK		PARKER KALON NAIL & DISK (AS NOTED)		OVERHEAD ELECTRICAL
	CONCRETE MONUMENT (AS NOTED)		SEWER MANHOLE		TOP OF BANK
	FIBER OPTIC		SIGN		TOE OF SLOPE
	FIRE HYDRANT		WATER SERVICE		EXISTING SOFT ELEVATION
	GUY ANCHOR		WATER VALVE		EXISTING HARD ELEVATION
	IRON PIPE AND CAP (AS NOTED)		WELL		
	IRON ROD AND CAP (AS NOTED)		WOOD UTILITY POLE WITH LIGHT		
			WOOD UTILITY POLE		

TREE / SYMBOLS / COUNT
ASH 58
CEDAR 18
HACKBERRY 10
OAK 197
PALM 56
PINE 75
TOTAL 414

 DENOTES 12" DIAMETER TRUNK (TYPICAL)

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CERTIFIED TO: -	TYPE OF SURVEY: Boundary, Tree and Topographic	
	REVISIONS: Ditch profile grading, Add sewer	
Field Work by: <u>01</u> Date: <u>01/09/22</u> Field Book: <u>00</u> Page: <u>00</u> Scale: <u>1"=40'</u>	SITE ADDRESS: Flagler Road Ormond Beach, Florida	PROJECT 22-11

 **S A I A**
SURVEYING, INC.

Professional Surveyor
Residential • Commercial • Construction

Phone: 388.238.9231
355 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 • 407-8205

THE FOREGOING BOUNDARY, TOPOGRAPHIC, & THE SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PER CHAPTER 461, FLORIDA STATUTES, AND THE FLORIDA CONSTITUTION, ARTICLE VII, FLORIDA STATUTES.

David McMillin *461616*
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RECORD
DATE OF SURVEY: 06-03-2002
ESM 46178 David McMillin

GENERAL CONSTRUCTION NOTES

1. GOVERNING SPECIFICATIONS: THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, CITY OF ORMOND BEACH STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION.
2. ALL CONSTRUCTION WITHIN THE FOOT RIGHT-OF-WAY SHALL CONFORM TO THE 2022-2032 EDITION OF THE FOOT DESIGN STANDARD PLANS, THE 2019 EDITION OF THE FOOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION AND THE 2017 EDITION OF THE FOOT UTILITY ACCOMMODATIONS MANUAL.
3. ALL UTILITY MATERIAL, CONSTRUCTION AND TESTING COVERED BY THESE DRAWINGS SHALL COMPLY WITH THE CITY OF ORMOND BEACH STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION. ALL UTILITY WORK AND CONNECTIONS SHALL BE COORDINATED WITH THE CITY OF ORMOND BEACH INSPECTOR.
4. THE CONTRACTOR SHALL PAY FOR AND OBTAIN A BUILDING PERMIT. THE ENGINEER WILL SCHEDULE THE PRECONSTRUCTION CONFERENCE BEFORE THE CONTRACTOR'S START OF WORK. THE CONTRACTOR SHALL CONTACT THE BUILDING DEPARTMENT AT (386) 676-3234 FOR INFORMATION ON ISSUANCE OF CITY PERMITS AND / OR OTHER REQUIREMENTS.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE BID DATE. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS AND SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.
6. THESE DRAWINGS AND THE PROJECT MANUAL ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CAREFULLY EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS.
7. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INSTRUCTING THE CONTRACTOR IN THE METHODS OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE METHOD TO CONSTRUCT THE IMPROVEMENTS AS SHOWN ON THE PLANS.
8. ONLY ONE TEMPORARY CONSTRUCTION SIGN IS PERMITTED, NOT TO EXCEED 32 SQUARE FEET IN SIGN AREA, MAXIMUM HEIGHT OF 4 FEET AND NO CLOSER THAN 10 FT FROM PUBLIC RIGHT-OF-WAY. THE CONTRACTOR SHALL APPLY FOR A TEMPORARY SIGN PERMIT AT THE CITY OF ORMOND BEACH BUILDING DEPARTMENT. THE SIGN MUST BE REMOVED UPON RECEIPT OF THE CERTIFICATE OF OCCUPANCY.
9. LITTER CONTROL MEASURES TO PREVENT WIND-DRIVEN DEBRIS SHALL BE IMPLEMENTED THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEBRIS SHALL BE REMOVED AND THE PROJECT SITE CLEANED WITHIN 30 DAYS OF COMPLETION OF CONSTRUCTION.
10. AT NO TIME SHALL EXCAVATIONS BE LEFT UNCOVERED AFTER WORKING HOURS. CONTRACTOR SHALL SECURE THE WORK AREA AT THE END OF EACH DAY'S WORK.
11. THERE SHALL BE NO DEVIATIONS FROM THESE PLANS UNLESS APPROVED IN WRITING BY THE ENGINEER AND THE OWNER.
12. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY- EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
13. CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COST.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL, TEST RESULTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC.
15. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
16. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
17. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.
18. CONCRETE WALKS SHALL BE 4 INCHES THICK HAVING A 3,000 PSI STRENGTH, POURED OVER PROPERLY PREPARED SUBGRADE. ALL CONCRETE SIDEWALKS SHALL BE 8 INCHES THICK ACROSS DRIVEWAYS. 1/2 INCH EXPANSION JOINTS SHALL BE PLACED AT A MAXIMUM OF 50' CRACK CONTROL JOINTS SHALL BE 5' ON CENTERS.
19. CORE TESTS SHALL BE TAKEN TO VERIFY THICKNESS AND SUBSURFACE COMPACTION. PROVIDE FOR THREE SAMPLES, RANDOMLY LOCATED. TEST FOR EXTRACTION, GRADATION, LABORATORY DENSITY, AND MARSHALL'S STABILITY. PROVIDE A CERTIFICATE FROM THE TESTING AGENCY THAT MATERIALS AND INSTALLATION COMPLY WITH SPECIFICATIONS. SIGNED BY THE ASPHALT/TC CONCRETE PRODUCER AND CONTRACTOR. ALL COSTS OF TESTS SHALL BE PAID BY THE CONTRACTOR. IF TESTS SHOW THE INSTALLATION DOES NOT MEET SPECIFICATIONS, THE PAVING SHALL BE REMOVED, REPLACED, AND RETESTED.
20. IF ANY MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING ASTM/7-180 MODIFIED PROCTOR METHOD.
21. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (8% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER ASTM 1-180).
22. NO BURYING OF ANY ORGANIC MATERIALS ALLOWED.
23. THERE WILL BE NO PROPOSED OVERHEAD UTILITY AND SERVICE LINES ASSOCIATED WITH THIS PROJECT. ALL UTILITY LINES AND SERVICES WILL BE INSTALLED UNDERGROUND AT THE OWNER'S, DEVELOPERS OR BUILDER'S EXPENSE.
24. SET UP WORK ON SHOULDER AND WITHIN TRAVEL WAY SHALL ONLY OCCUR BETWEEN THE HOURS SPECIFIED ON THE CITY OF ORMOND BEACH ROW PERMIT. ALTERNATIVELY, WORK CAN BE SCHEDULED DURING SCHOOL HOLIDAYS OR ON WEEKENDS.

SITE AND GENERAL INFORMATION

1. THE PROPERTY AREA BOUNDARY CONSISTS OF 147,892 SF OR 3.395 ACRES. FOR BOUNDARY AND TOPOGRAPHIC SURVEY REFER TO THE SURVEY PERFORMED BY A1A SURVEYING, INC. (SEE SHEET No. 2 OF THESE PLANS), THE ENVIRONMENTAL SURVEY AND REPORT INDICATED NO WETLANDS EXIST ON THE PROPERTY.
2. THE ZONING IS B-7 (HIGHWAY TOURIST COMMERCIAL). THE PROPOSED ZONING IS (PBD) PLANNED BUSINESS DEVELOPMENT.
3. THE TAX PARCEL NUMBER IS 313601680020.
4. THE EXISTING SITE CONDITION IS AN UNDEVELOPED, WOODED LOT. THE PLU/CDS LAND USE IS (191) UNDEVELOPED LAND WITHIN URBAN AREAS.
5. PER THE USDA NATURAL RESOURCES CONSERVATION SERVICE FOR VOLUSIA COUNTY, THE SCS SOILS MAP INDICATES THE SITE CONSISTS OF (8) BASINGER FINE SAND, 0 TO 1 PERCENT SLOPES AND (32) MYAKKA-MYAKKA FINE SAND, 0 TO 2 PERCENT SLOPES.
6. THE SITE IS LOCATED WITHIN ZONE "X" PER FEMA MAP PANEL NO. 12127C0181 K, DATED SEPTEMBER 20, 2017.
7. ELECTRICAL UTILITY SERVICE WILL BE PROVIDED BY FLORIDA POWER & LIGHT. NATURAL GAS WILL BE PROVIDED BY TGO PEOPLE'S GAS COMPANY. TELEPHONE, CABLE AND INTERNET SERVICE WILL BE PROVIDED BY AT&T. CABLE TV AND INTERNET CAN ALSO BE PROVIDED BY SPECTRUM NETWORKS.
8. SOLID WASTE WILL BE COLLECTED AND DISPOSED OF BY WASTE MANAGEMENT, INC.
9. THE SITE IS NOT LOCATED WITHIN THE LIMITS OF A WELLHEAD PROTECTION ZONE AND THERE IS NO ORDINARY HIGH WATER (OHW) LINE WITHIN THE SITE.
10. STORMWATER WILL BE PROVIDED BY A WET DETENTION POND SYSTEM DESIGNED SO THAT THE POST DEVELOPMENT DISCHARGE RATE AND VOLUME DOES NOT EXCEED THE PREDEVELOPMENT DISCHARGE RATE AND VOLUME FOR MEAN ANNUAL AND 25-YEAR 24-HOUR STORM EVENTS.
11. POTABLE WATER SERVICE WILL BE PROVIDED BY 8" WATER MAIN CONNECTION TO 8" WATER MAIN ON FLAGLER ROAD.
12. WASTEWATER WILL BE PROVIDED BY A 6" GRAVITY MAIN CONNECTION TO FLAGLER ROAD 30" GRAVITY MAIN.
13. ALL ON-SITE WATER AND SEWER FACILITIES ARE OWNED AND MAINTAINED BY THE PROPERTY OWNER.
14. IRRIGATION SERVICE WILL BE PROVIDED BY PRIVATE WELL.

LEGEND

	BENCHMARK		4" BY 4" CONCRETE MONUMENT
	BORING ID		EXISTING EASEMENT
	EXISTING CABLE TV PEDESTAL		EXISTING UNDERGROUND FIBER OPTIC CABLE
	EXISTING CAP OR PLUG		EXISTING FORCE MAIN (# INDICATES SIZE)
	EXISTING CLEAN OUT		EXISTING GAS MAIN
	EXISTING CONDUIT RISER MARKER		EXISTING OVERHEAD ELECTRIC CABLES
	EXISTING ELECTRIC METER		EXISTING OVERHEAD TRAFFIC SIGNAL CABLE
	EXISTING ELEVATION (SOFT)		EXISTING RAW WATER MAIN (# INDICATES SIZE)
	PROPOSED ELEVATION (SOFT)		EXISTING RECLAIM WATER MAIN (# INDICATES SIZE)
	EXISTING ELEVATION (HARD)		PROPOSED SANITARY SEWER (# INDICATES SIZE)
	PROPOSED ELEVATION (HARD)		PROPOSED WATER MAIN (# INDICATES SIZE)
	EXISTING FIRE HYDRANT		EXISTING CONTOUR
	PROPOSED FIRE HYDRANT		PROPOSED CONTOUR (SOFT)
	EXISTING FLOW DIRECTION		PROPOSED CONTOUR (HARD)
	PROPOSED FLOW DIRECTION		EXISTING UNDERGROUND TELEPHONE CABLE
	EXISTING GAS METER		EXISTING UNDERGROUND TELEVISION CABLE
	EXISTING GAS VALVE		EXISTING UNDERGROUND ELECTRICAL POWER CABLE
	EXISTING GUY WIRE & ANCHOR PIN		JURISDICTIONAL WETLAND LINE
	EXISTING MAIL BOX		EXISTING SANITARY SEWER (# INDICATES SIZE)
	EXISTING MANHOLE (UNKNOWN)		EXISTING WATER MAIN (# INDICATES SIZE)
	PROPOSED MANHOLE		EXISTING PIPE OR CONDUIT (TYPE SPECIFIED)
	EXISTING SANITARY SEWER CLEANOUT		EXISTING SWALE OR CENTER OF DITCH
	EXISTING SANITARY SEWER MANHOLE		PROPOSED SWALE OR CENTER OF DITCH
	EXISTING ROAD SIGNS AND POSTS		EXISTING TOP OF DITCH BANK
	PROPOSED SIGN AND POST		EXISTING WOOD FENCE
	EXISTING TEE		EXISTING WIRE OR CHAIN LINK FENCE
	EXISTING UTILITY POLE		PROPOSED WIRE OR CHAIN LINK FENCE
	EXISTING VALVE IRRIGATION		PROPOSED SILTSEDIMENT FENCE
	EXISTING VALVE WATER		PROPOSED COIR ROLL OR WATTLE
	PROPOSED WATER VALVE		PROPOSED FLOATING TURBIDITY BARRIER
	EXISTING WATER METER		PROPOSED TREE PROTECTION
	EXISTING STORM SEWER WITH INLET		
	12" IRON ROD (NO LID)		

SITE DEVELOPMENT USAGE

PROPERTY INFORMATION	
FUTURE LAND USE (FLU)	TOURIST COMMERCIAL
ZONING (w/ OVERLAY)	PBD (PLANNED BUSINESS DEVELOPMENT)
FLOORCOVER	X
BUILDING USES	STORAGE

REQUIRED SETBACKS		
	BUILDING	BUFFER
FRONT	20 FEET	10
REAR	10 FEET	5
SIDE	10 FEET	6
SIDECORNER	10 FEET	5

DIMENSIONAL REQUIREMENTS		
	NEW	PROV.
MAX. BUILDING HEIGHT	50 FT	50 FT
MAX. LOT IMPERVIOUS	75%	48.5%
FLOOR AREA RATIO	1.0	0.75
TREE PRESERVATION	15%	15.4%
MAX. BUILDING COVERAGE	40%	18.3%

SITE COVERAGE - EXISTING			
AREA TYPE	SF	ACRE	% OF SITE
BUILDING	0	0.000	0.0%
ASPHALT PAVEMENT	0	0.000	0.0%
CONCRETE / SIDEWALKS	0	0.000	0.0%
WET POND	0	0.000	0.0%
GREEN SPACE	147,892	3.395	100.0%
TOTAL SITE	147,892	3.395	100.0%
TOTAL IMPERVIOUS	0	0.000	0.0%
TOTAL OPEN SPACE	147,892	3.395	100.0%

SITE COVERAGE - PROPOSED			
AREA TYPE	SF	ACRE	% OF SITE
BUILDING	27,050	0.621	18.3%
ASPHALT PAVEMENT VIA	44,071	1.012	29.8%
CONCRETE / SIDEWALKS	2,739	0.038	1.0%
WET POND	21,020	0.500	14.8%
GREEN SPACE	53,704	1.233	36.3%
TOTAL SITE	147,892	3.395	100.0%
TOTAL IMPERVIOUS	72,340	1.661	48.1%
TOTAL OPEN SPACE	75,552	1.734	51.9%

BUILDING BREAKDOWN	
FLOOR	AREA (SF)
1ST	26,975
2ND	26,975
3RD	26,975
4TH	26,975
TOTAL	110,600
FLOOR AREA RATIO	0.75

NOTE: NOT ALL SYMBOLS SHOWN HERE MAY BE APPLICABLE TO THESE DRAWINGS, ALSO THERE MAY BE ADDITIONAL SYMBOLS WITHIN PLANS NOT SHOWN HERE. SEE INDIVIDUAL DRAWING LEGEND WHERE APPLICABLE.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS - 2022 / 2023 AND QUALIFIED PRODUCTS LIST

INDEX NO.	DESCRIPTION	INDEX NO.	DESCRIPTION
102	TEMPORARY EROSION AND SEDIMENT CONTROL	102-600	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES
425-010	STRUCTURE BOTTOMS - TYPES J AND P	102-602	TWO-LANE AND MULTILANE, WORK ON SHOULDER
295	PIPE BACKFILL	102-603	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY
425-024	CURB INLET TOP - TYPE 9	102-604	PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS
425-052	DITCH BOTTOM INLETS - TYPES C, D, E, H	515-062	ALUMINUM PEDESTRIAN / BICYCLE PICKET RAILING
520-001	CURB & CURB AND GUTTER	710-101	SPECIAL SPECIFICATIONS FOR PLACEMENT OF SINGLE & MULTIPLE-COL-LINE SIGNS
522-002	PUBLIC SIDEWALK CURB RAMPS		
520-001	CONCRETE PAVEMENT JOINTS		
522-001	CONCRETE SIDEWALK		
514	OPTIONAL BASE GROUP AND STRUCTURAL NUMBERS		

FOOT GENERAL NOTES:

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON ON SITE.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK WITHIN THE FOOT ROW.
3. ALL WORK PERFORMED WITHIN THE FOOT ROW SHALL BE IN ACCORDANCE WITH THE 2019 EDITION OF THE FOOT DESIGN STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2017 EDITION OF THE FOOT UTILITY ACCOMMODATIONS MANUAL, AND FOOT STANDARD PLANS FY 2019-20.
4. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FOOT FACILITIES CAUSED BY THE CONSTRUCTION OF THIS PROJECT.
5. ANY TEST RESULTS TAKEN DURING DETECTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE DEPARTMENT UPON REQUEST.
6. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT TO NEAREST JOINT IN GOOD CONDITION, SO A CONNECTION THAT IS FREE OF CRACKS, DEFORMITIES OR VOIDS & IRREGULARITIES ARE NOT DETECTIVE.
7. ALL STRIPING WITHIN THE FOOT RIGHT-OF-WAY SHALL BE PERFORMED THERMOPLASTIC.
8. ALL CONCRETE SHALL BE AN APPROVED FOOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED INSIDE FOOT RW SHALL BE ON THE QUALIFIED PRODUCTS LIST OR APPROVED PRODUCTS LIST.
10. ALL CONSTRUCTION SHALL BE STAGED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
11. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC AND BARRICADE PLAN TO THE ENGINEER FOR APPROVAL WITH THE BID. INCLUDE THE MOT PLAN AT THE PRECONSTRUCTION MEETING.
12. ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND THE FOOT INSPECTOR NOTIFIED FOR APPROVAL.
13. ALL BARRICADES AND POSTED SIGNS SHALL REMAIN IN PLACE UNTIL PAVING WORK IS COMPLETE. ALL BARRICADES SHALL BE VERIFIED IN PLACE BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
14. SO ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BANA.
15. THE CONTRACTOR SHALL ENSURE THAT ALL SIDEWALKS AND CROSSWALKS CONFORM TO THE REQUIREMENTS OF THE AMERICANS WITH DISABILITY ACT (ADA).
16. ALL SIGNS AND PAVEMENT MARKINGS THAT ARE REMOVED OR DAMAGED BY CONSTRUCTION ACTIVITIES RELATED TO THIS PROJECT ARE TO BE REPLACED TO THEIR PRECONSTRUCTION CONDITIONS.
17. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO FOOT STANDARD INDEX No. 710-001.
18. IN THE EVENT PERMANENT VEHICLE DETECTION IS DISRUPTED, PROVIDE AN ALTERNATIVE MEANS OF DETECTION TO ALL LANS APPROACHING THE INTERSECTION, SEPARATING EACH MOVEMENT WHICH PREVIOUSLY HAD DETECTION. THE TYPE OF DETECTOR SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION OF EQUIPMENT SHALL ONLY BE THE INTENDED MOVEMENT.
19. THERE SHALL BE NO SR LANE CLOSURES DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
20. THERE SHALL BE NO WORK WITHIN THE VICINITY OF THE SIGNALIZED INTERSECTION DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
21. CONTRACTOR TO PROVIDE TEMPORARY VEHICLE DETECTION FOR SIGNAL WHILE LOOPS ARE DISTURBED DURING MILLING AND RESURFACING.

VOLUSIA COUNTY CONSTRUCTION NOTICES

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 734-9208 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXAMINATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 734-9848 IS NOT A MEMBER OF SUNDAY ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
3. COORDINATION WITH VOLUBATIONS (888) 238-6225 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE INCLUDING FLAGGING OPERATIONS.
4. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE COMPLETED 7:00 AM TO 7:00 PM. MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
6. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL, PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
7. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FOOT DESIGN STANDARD INDEX NO. 660.
8. RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SOODED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SOODING.

ABBREVIATIONS

AWWA	AMERICAN WATER WORKS ASSOCIATION	GW	GROUND WATER	R	RADIUS
CMP	CORRUGATED METAL PIPE	HC	HANDICAP	RC	REINFORCED CONCRETE
CPP	CORRUGATED PLASTIC PIPE	HOPE	HIGH DENSITY POLYETHYLENE	RP	REFLECTIVE PAVEMENT MARKER
CTV	CABLE TELEVISION	INV	INVERT	RPM	REFLECTIVE PAVEMENT MARKER
DIP	DITCH LUTION RPIPE	K	KNOW OUT	R/W	RIGHT-OF-WAY
ESMT	EASEMENT	Kv	VERTICAL PERMEABILITY	SAN	SANITARY
EXIST	EXISTING	KO	KNOCK OUT	SH	SEASONAL HIGH
FAC	FLORIDA ADMINISTRATIVE CODE	LF	LINEAL FEET	SMH	SANITARY MANHOLE
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	MB	MAP BOOK	SRJWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	MES	METERED END SECTION MECHANICAL JOINT	SS	SANITARY SEWER
FOC	FIRE HYDRANT	N/A	NOT APPLICABLE	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
FF EL	FINISH FLOOR ELEVATION	NC	NOT IN CONTRACT	TSS	TEMPORARY SEDIMENT BASIN
FRB	FIRE RESISTANT	NOVO	NATIONAL GEODETIC VERTICAL DATUM	TYP	TYPICAL
PH	POUND PER SQUARE INCH	OHE	OVERHEAD ELECTRIC	UGE	UNDERGROUND ELECTRIC
PSI	POUNDS PER SQUARE INCH	OF	OFFICIAL RECORD	UGT	UNDERGROUND
PSI	POUNDS PER SQUARE INCH	PG	PAGE	UT	UTILITY
PSI	POUNDS PER SQUARE INCH	PSI	POUNDS PER SQUARE INCH	USACOE	UNITED STATES ARMY CORP OF ENGINEERS
PSI	POUNDS PER SQUARE INCH	PVC	POLYVINYL CHLORIDE	W	WATER (POTABLE)
PSI	POUNDS PER SQUARE INCH	PWT	PAVEMENT		

SITE GEOTECHNICAL CONSIDERATIONS

SEE GEOTECHNICAL REPORT UNIVERSAL ENGINEERING SCIENCES (REPORT #146293, DATED JUNE 21, 2023) FOR ALL SUBSURFACE CONDITIONS, GROUNDWATER, SITE PREPARATION FOR PAVEMENT AND ALL EARTHWORK REQUIREMENTS.

8.D.e

82022	CITY COMMENTS
82422	CITY COMMENTS

1230 North US1, Suite 3
Ormond Beach, Florida 32174
www.kirk-engineering.com
CA # 35009
LC # 000001
CIVIL ENGINEERING
TRANSPORTATION, C&E & LANDSCAPE ARCHITECTURE



DEVELOPMENT INFORMATION
NORTH INTERCHANGE STORAGE
540 FLAGLER ROAD
ORMOND BEACH, FLORIDA, 32174

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY H. NEWKIRK, P.E. # 62971 ON

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



HARRY H. NEWKIRK, P.E. # 62971

PROJECT No: 2022-101
DATE: JUNE 2022

DESIGN BY: HHN
DRAWN BY: NWS
CHECKED BY: HHN

SCALE:
DRAWING NUMBER



	TOTAL
ASH TREE	10 30
CEDAR TREE	11 6
HACKBERRY TREE	12 3
OAK TREE	13 49
PALM TREE	14 34
PINE TREE	15 67

189

VERTICAL DATA
ELEVATIONS REFER TO (NAVD 88) NORTH AMERICA
VERTICAL DATUM 1988. BENCHMARK IS A NATIONAL
GEODETIC SURVEY (NGS) POINT, DESIGNATION X 26
PID: AQ1050, ELEVATION 29.48 FEET.

[illegible]

1. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES. THE GENERAL CONTRACTOR SHALL STRICTLY ADOPT AND FOLLOW THE SWPPP DURING ALL DISTURBING OPERATIONS.
2. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL DEVICES HAVE BEEN INSTALLED.
3. THE CONTRACTOR SHALL POST "NO TRESPASSING" SIGNS AT ALL SITE ENTRANCES PRIOR TO ANY CONSTRUCTION.
4. MAINTAIN EROSION CONTROL MEASURES AFTER EACH RAIN AND AT LEAST ONCE A WEEK.
5. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE. AS THE GENERAL CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE.
6. GENERAL CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
7. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED IF NEEDED NECESSARY BY ANY SITE INSPECTION.
8. NO TURBID WATER SHALL BE DISCHARGED OFF-SITE FROM THE Dewatering Operation. CONTRACTOR SHALL MAINTAIN EROSION CONTROL, TURBIDITY.
9. IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OF NIGHTFALL, THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEASURES NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
11. DRAINAGE CONTROL FOR ALL EARTHWORK OPERATIONS COVER AREA WITH LIGHT COATING OF WATER OR OTHER APPROVED METHOD.

1. ALL TREES TO REMAIN MUST BE PROTECTED BY TREE PRESERVATION BARRICADES MEETING THE MINIMUM STANDARDS. PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL LAND ALTERATION AND CONSTRUCTION ACTIVITIES ARE COMPLETED.
2. ALL TREES SHALL BE PROTECTED BY A TREE PROTECTED BY THE PROVISIONS OF THE LAND AND NATURAL STANDARDS ACT (ANSI) 4300 PRIOR TO ANY CONSTRUCTION. THE TREE PROTECTION DEVELOPMENT CODE SHALL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) 4300 TREE PROTECTION STANDARDS.
3. ALL TREES TO BE REMOVED SHALL BE REMOVED ABOVE (HISTORIC) PRUNING SHALL BE PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE OR A REGISTERED CONSULTING ARBORIST WITH THE AMERICAN SOCIETY OF CONSULTING ARBORISTS. THE ARBORIST SHALL SUBMIT A REPORT THAT THE TREE MEETS THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) 4300 PRUNING STANDARDS IN ACCORDANCE WITH A STANDARD OF DEVELOPMENT 4.0.
4. ALL TREE ROOTS EXISTING WITHIN APPROVED IMPROVEMENT AREAS AND ORIGINATING FROM A PROTECTED TREE, SHALL BE SEVERED CLEAR THE LIMITS OF THE PRESERVED AREA WHERE INDICATED ON THE PLAN.

 PROPOSED SILT FENCE (SEE DETAIL SHEET No. 6)
 PROPOSED TREE BARRICADE (SEE DETAIL SHEET No. 6)
 PROPOSED AGGREGATE
 6 EXISTING TREE (No. INDICATES DIAMETER AS MEASURED 4.5' ABOVE THE GROUND)
 6 TREE TO BE REMOVED

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS
DURING CONSTRUCTION TO AVOID CONTACT
WITH EXISTING UNDERGROUND UTILITIES AND
OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

2. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON (ON SITE).
3. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO BEGINNING WORK ON THE PROJECT.
4. ALL WORK PERFORMED WITHIN THE FOOT ROW SHALL BE IN ACCORDANCE WITH THE 2022 / 2023 EDITION OF THE FOOT DESIGN STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, THE 2022 / 2023 EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY MATERIALS, AND THE 2022 STANDARD PLANS FY 2023.22.
5. THE CONTRACTOR SHALL OBTAIN THE PERMITTEE TO REPAIR ANY DAMAGE TO FOOT FACILITIES CAUSED BY CONSTRUCTION OF THIS PROJECT.
6. ANY TEST RESULTS TAKEN DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE PERMITTEE FOR REVIEW AND APPROVAL.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT TO NEAREST JOINT IN GOOD CONDITION, SO AS TO PREVENT THAT IT IS FREE OF CRACKS, DEFECTS OR Voids & IRREGULARITIES ARE NOT DEFECTIVE.
8. ALL STRIPING WITHIN THE FOOT RIGHT-OF-WAY SHALL BE PREVIOUSLY THERMOPLASTIC.
9. ALL MATERIALS INSTALLED INSIDE FOOT ROW SHALL BE ON THE QUALIFIED PRODUCTS LIST OR APPROVED BY THE PERMITTEE.
10. ALL CONSTRUCTION SHALL BE STAGED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR ILLUSTRATING GEODETIC TOTAL STATION, SCALING OF DRAWINGS FOR PURPOSES OF CONSTRUCTION.
11. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC AND BARRICADE PLAN TO THE PERMITTEE FOR REVIEW AND APPROVAL. THE PLAN SHALL BE IN PLACE PRIOR TO CONSTRUCTION.
12. ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND THE FOOT INSTRUCTIONS NOTIFIED FOR APPROVAL.
13. ALL BARRICADES AND POSTED SIGNAGE SHALL REMAIN IN PLACE UNTIL PAVING WORK IS COMPLETED. THE CONTRACTOR SHALL MAINTAIN BARRICADES BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
14. SO ALL DISTURBED AREAS RIGHT-OF-WAY WITH BENCH.
15. THE CONTRACTOR SHALL ENSURE THAT ALL SIDEWALKS AND CROSSWALKS CONFORM TO THE CURRENT REQUIREMENTS OF THE AMERICANS WITH DISABILITY ACT (ADA).
16. THE CONTRACTOR SHALL MAINTAIN ALL SIDEWALKS AND CROSSWALKS BY CONSTRUCTION.

ACTIVITIES RELATED TO THIS PROJECT ARE TO BE REPLACED TO THEIR PRECONSTRUCTION CONDITIONS.

ALL SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO FOOT STANDARD INDEX NO. 711-001. IN THE EVENT PERMANENT VELOCITY DETECTION IS DISRUPTED, PROVIDE AN ALTERNATIVE MEANS TO DETECT ALL TRAFFIC. IN THE EVENT OF INTERSECTION SIGNALING CHANGES, ADVISE THOSE WHO PREVIOUSLY HAD DETECTION. THE TYPE OF DETECTOR SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. EQUIPMENT SHALL ONLY DETECT THE INTENDED MOVEMENT. TO PREVENT UNDESIRABLE DETECTION, THE DETECTOR SHALL BE PROTECTED BY A SIGN.

THERE SHALL BE NO SR 40 (W GRANADA BOULEVARD) CLOSURES DURING 7 A.M. TO 7 P.M. MONDAY TO THURSDAY.

THERE SHALL BE NO WORK WITHIN THE VICINITY OF THE SIGNALIZED INTERSECTION DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.

CONTRACTOR TO PROVIDE TEMPORARY VIDEO DETECTION FOR SIGNALING CHANGES PRIOR TO THE DISRUPTION OF DETECTION.

DISRUPTION OF DETECTION SHALL BE LIMITED TO THE FOLLOWING:

- 1. DETECTION SHALL BE LIMITED TO THE FOLLOWING:
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- 100. DETECTION SHALL BE LIMITED TO THE FOLLOWING:

	PROPOSED SILT FENCE (SEE DETAIL SHEET No. 6)
	PROPOSED TREE BARRICADE (SEE DETAIL SHEET No. 6)
	PROPOSED AGGREGATE
	EXISTING TREE (No. INDICATES DIAMETER AS MEASURED 4.5' ABOVE THE GROUND)
	EXISTING TREE (No. INDICATES DIAMETER AS MEASURED 4.5' ABOVE THE GROUND)

	CONCRETE PAVEMENT REMOVAL
	ASPHALT PAVEMENT REMOVAL
	1" MILL AVERAGE DEPTH ASPHALT PAVEMENT

VERTICAL DATA
ELEVATIONS REFER TO (NAVD 88) NORTH AMERICA
VERTICAL DATUM 1988. BENCHMARK IS A NATIONAL
GEODETIC SURVEY (NGS) POINT, DESIGNATION X 266
PID: A01050. ELEVATION 29.48 FEET.

	TOTAL	
CEDAR TREE	11	2
ELM TREE	11	1
HACKBERRY TREE	12	5
OAK TREE	13	14
PALM TREE	14	23
PINE TREE	15	1
UNKNOWN TREE	15	2

1 ALL EROSION CONTROL DEVICES AND VISIBLE BARRICADES SHALL BE INSTALLED AND APPROVED BY THE
2 ENGINEER PRIOR TO THE START OF CLEARING AND GRUBBING.
3 ALL EROSION CONTROL SHALL BE SUBMITTAL A PRECONSTRUCTION MEETING WITH THE CITY AS SPECIFIED PRIOR
4 TO START OF CONSTRUCTION.
5 THE SITE SHALL BE CLEARED AND GRUBBED OF ALL VEGETATION AND DEBRIS WITHIN THE APPROXIMATE
6 BOUNDARIES AS INDICATED ON THE PLANS.
7 THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY OF ORLANDO BEACH UTILITY
8 DEPARTMENT FOR SURVEYING AND EMERGENCY SERVICES FOR RESPECTIVE UTILITY LOCATIONS AND
9 "NOTICE" OF CONSTRUCTION ACTIVITY.
10 ALL REMOVED MATERIAL SHALL BE HAULED OFF-SITE TO AN APPROVED LANDFILL. TREES MAY BE
11 PRESERVED AND REPLANTED AT THE CONTRACTOR'S DISCRETION.
12 ALL EROSION CONTROL DEVICES SHALL BE PLACED PRIOR TO THE START OF WORK AND REMAIN IN
13 PLACE UNTIL ALL WORK IS COMPLETE.
14 EROSION CONTROL DEVICES SHALL BE REMOVED FOR PERIODIC INSPECTION AND REMOVAL OF DEBRIS AND SILT
15 BEHIND EROSION CONTROL DEVICES.
16 ALL EROSION CONTROL SHALL BE PROTECTED DURING CONSTRUCTION BY BOLT PROTECTION MEASURES
17 TO PREVENT SILTATION IN THE DRAINAGE SYSTEM (SEE DETAILS THIS DRAWING). THE ENTIRE DRAINAGE
18 SYSTEM SHALL BE CLEARED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE.
19 ALL EROSION CONTROL SHALL BE REMOVED IMMEDIATELY AFTER CONSTRUCTION IS COMPLETED. RESTORED
20 TO PRIOR CONDITION UPON COMPLETION OF WORK.
21 ALL EROSION CONTROL SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. THIS IS INTENDED TO
22 REDUCE SOIL EROSION, BLOWING SAND AND THE IMPACT TO NEIGHBORING PROPERTIES.
23 THE CONTRACTOR SHALL PROVIDE THE ENGINEER, CITY A NOT PLAN AT PRECONSTRUCTION MEETING
24 WITH THE CITY UTILITIES DEPARTMENT TO PROVIDE MEASURES TO DETOUR TRAFFIC AND
25 AROUND OPEN EXCAVATION WITH ADEQUATE BARRICADES, SIGNAGE AND FLAGSMAN TO DIRECT
26 TRAFFIC AROUND EXCAVATION.
27 EXISTING DRIVEWAYS SHALL BE ADJACENT TO OR OUTSIDE LIMITS OF CONSTRUCTION SHALL REMAIN
28 IN SERVICE. EXISTING UTILITYS AND DRIVEWAYS SHALL NOT BE REMOVED UNLESS OTHERWISE NOTED.
29 IF EXISTING UTILITYS OR DRIVEWAYS ARE TO BE REMOVED, THE CONTRACTOR SHALL SUBMIT A
30 SHORT TERM CHAPTER 605-22 FAC. MORE SPECIFICALLY AS FOLLOWS, PER 605-22.002(4) A "NOTICED
31 GENERAL, SHORT-TERM DRAINAGE PERMIT" IS REQUIRED "ONLY IF" DRAINAGE EXISTENCE IS "NOTICED"
32 AND THE PERMIT SHALL NOT EXCEED ONE MILLION GALLONS PER DAY OF A 30-DAY DURATION.
33 INSTANTANEOUS PUMPAGE RATES SHALL NOT EXCEED 1.5 MILLION GALLONS PER DAY / AVERAGE DAILY
34 PUMPAGE RATES SHALL NOT EXCEED ONE MILLION GALLONS PER DAY OF A 30-DAY DURATION.
35 DRAINAGE ACTIVITY AND SHALL NOT EXCEED ONE MILLION GALLONS PER DAY OF A 30-DAY DURATION
36 EACH SPECIFIC DRAINAGE PROJECT SHALL NOT EXCEED 180 DAYS. THE CONTRACTOR SHALL BE
37 RESPONSIBLE FOR OBTAINING AND MAINTAINING THE PERMIT THROUGHOUT THE PROJECT.
38 A PERMIT WILL BE REQUIRED AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR SHALL
39 BE RESPONSIBLE FOR OBTAINING THE FAC AND SCALE REQUIREMENTS FOR OBTAINING AND
40 MAINTAINING THE PERMIT THROUGHOUT THE PROJECT.
41 SUBMITTING FOR RFS-50 IS NOT REQUIRED IF DRAINAGE IS 30,000 GALLONS PER DAY OR LESS
42 UNLESS THE DRAINAGE EXCEEDS 180 DAYS.

10. DUST EXHAUSTING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES. THE GENERAL CONTRACTOR SHALL STRICTLY ADHERE TO THE SWPPP DURING CONSTRUCTION OPERATIONS.
11. NO CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL DEVICES HAVE BEEN INSTALLED.
12. THE CONTRACTOR SHALL POST "NO TRESPASSING" SIGNS AT ALL SITE ENTRANCES PRIOR TO CONSTRUCTION.
13. MAINTAIN EROSION CONTROL MEASURES AFTER EACH RAIN AND AT LEAST ONCE A WEEK.
14. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE AS THE GENERAL CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT EROSION DURING CONSTRUCTION.
15. GENERAL CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY. ADDITIONAL EROSION CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY.
16. EROSION CONTROL.
17. NO TURBID WATER SHALL BE DISCHARGED OFF-SITE FROM THE Dewatering operation. CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN TURBIDITY OF THE WATER TO BE DISCHARGED TO THE RECEIVING WATER INSTALLATION. STORM DRAINAGE SYSTEMS SHALL BE INTERRUPTED BY WEATHER OF NIGHTTIME.
18. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WATERWAYS MEASURES NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
19. THE GENERAL CONTRACTOR SHALL PROVIDE ALL EARTHWORK OPERATIONS COVER AREA WITH LIGHT COATING OF

1. ALL TREES TO REMAIN MUST BE PROTECTED BY TREE PRESERVATION BARRICADES MEETING THE MINIMUM STANDARDS. PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL LAND ALTERATION AND CONSTRUCTION ACTIVITIES ARE COMPLETED.
2. ALL TREES TO BE REMOVED SHALL BE PROTECTED BY THE PROVISIONS OF THE LAND PRESERVATION DEVELOPMENT CODE SHALL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A300 PRUNING STANDARDS.
3. ALL LARGER TREES EXISTING ABOVE AND ABOVE (HISTORIC) PRUNING SHALL BE PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE OR A REGISTERED CONSULTING ARBORIST WITH THE AMERICAN SOCIETY OF CONSULTING ARBORISTS. THE ARBORIST SHALL GUARANTEE THAT THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A300 PRUNING STANDARDS IS A STANDARD OF DIVISION 6.8.
4. ALL TREE ROOTS EXISTING WITHIN APPROVED IMPROVEMENT AREAS AND ORIGINATING FROM AN UNPROTECTED TREE, SHALL BE SEVERED CLEAN AT THE LIMITS OF THE PRESERVED AREA WHERE INDICATED ON PLANS.

[illegible]

PAVING LEGEND

ASPHALT PAVEMENT (SITE)
1.5" SP-9.5 (TL-C) WITH TACK COAT PER FOOT SPECIFICATIONS
6" CRUSHED CONCRETE (LBR-130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS)
12" STABILIZED SUBBASE (LBR-40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION)
*ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR-130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS)
*ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT

CONCRETE PAVEMENT
6" CONCRETE (4000 P.S.I. @ 28 DAYS)
12" STABILIZED SUBGRADE (LBR-40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER ASTM D1557, AASHTO T-180 (8" LIFTS)
SEE DETAIL, SHEET NO. 19 AND CITY DETAIL T-11A ON SHEET 21

CONCRETE SIDEWALK
4" THICK CONCRETE (4000 P.S.I. @ 28 DAYS)
SEE SIDEWALK DETAIL SHEET NO. 19 & 20

ASPHALT PAVEMENT (SITE)
1.5" SP-9.5 (TL-C) WITH TACK COAT PER FOOT SPECIFICATIONS
6" CRUSHED CONCRETE (LBR-130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS)
12" STABILIZED SUBBASE (LBR-40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION)

CONCRETE PAVEMENT
6" CONCRETE (4000 P.S.I. @ 28 DAYS)
12" STABILIZED SUBGRADE (LBR-40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER ASTM D1557, AASHTO T-180 (8" LIFTS)
SEE DETAIL, SHEET NO. 19 AND CITY DETAIL T-11A ON SHEET 21

GENERAL NOTES:

- CITY OF ORMOND BEACH BUILDING PERMITS ARE REQUIRED FOR BUILDING, DUMPSTER ENCLOSURE, LIGHT POLES, SCREEN WALLS AND MONUMENT SIGNS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, SHOP DRAWINGS, ETC.)
- ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
- ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION OR GPS. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
- THE CONTRACTOR SHALL COORDINATE WITH THE EXISTING ADJACENT BUSINESSES TO ENSURE THERE IS NO DISRUPTION TO THEIR RESPECTIVE OPERATIONS.
- THE CONTRACTOR AT ITS OWN DISCRETION SHALL MAINTAIN THE CONSTRUCTION SITE SECURE FROM TRESPASS.
- SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA SOD.
- ALL CONSTRUCTION IN THE FOOT ROW SHALL CONFORM TO THE LATEST EDITIONS OF THE FOOT DESIGN STANDARDS (INDEX), THE FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FOOT UTILITY ACCOMMODATION MANUAL.

PAVEMENT MARKING NOTES:

- PAINTED PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF SAND AND DEBRIS PRIOR TO APPLICATION.
- APPLY PAINTED PAVEMENT MARKINGS AT LAST STAGE OF CONSTRUCTION AFTER LANDSCAPE PLANTINGS ARE INSTALLED.
- PAINT SHALL BE SHERWIN WILLIAMS LOW VOC ACRYLIC PRO PARK PAINT. APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS.
- ALL REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED IN ACCORDANCE WITH FOOT STANDARD INDEX NO. 705-001.
- ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH 17B021 AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
- LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.
- FOR ADDITIONAL DETAILS SEE INDEX NO. 705-001, 705-001, 17344 AND 711-001.
- ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM 30 GA ALUMINUM BLANKS. ALL 30"x48" SIGNS SHALL BE 300 GA MINIMUM AND SHALL BE INSTALLED USING 3/4"x12" ROUND ALUMINUM POST. ALL STOP SIGNS SHALL BE 30" OCTAGON INSTALLED ON 12.5 LB/SF 1/2" CHANNEL POST RAIL STEEL ONLY OR 3/4"x12" ROUND ALUMINUM POSTS. 1/2" CHANNEL POSTS MAY BE USED FOR SIGNS SMALLER THAN 30"x48". ALL SPEED LIMIT SIGNS SHALL BE 30"x48".

STRIPING KEYNOTES:

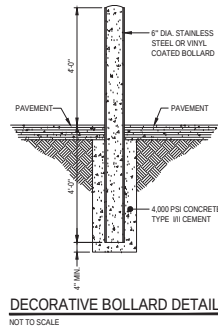
- 6" SOLID WHITE LINE
- 6" SOLID YELLOW LINE
- 6" SOLID YELLOW LINE, 4" O.C. @ 45°
- 6" SOLID YELLOW LINE, 10" O.C. @ 45°
- 24" WHITE STOP BAR
- 12"x6" WHITE SPECIAL EMPHASIS CROSSWALK (THERMOPLASTIC)
- 24" ADA DETECTABLE WARNING MAT

LEGEND

- TYPE "F1" CURB SEE DETAIL, SHEET NO. 19
- F1 CURB TRANSITION TO FLAT SEE DETAIL, SHEET NO. 19
- 24" ADA DETECTABLE WARNING MAT

CURB RAMP LEGEND

- 1 SIDEWALK CURB RAMP C (SEE DETAIL, SHEET NO. 23)



DECORATIVE BOLLARD DETAIL
NOT TO SCALE



WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

8.D.e

82022	CITY COMMENTS
82022	CITY COMMENTS

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www.newkirk-engineering.com
CA # 30009
LC # 0003
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE



SITE LAYOUT PLAN
NORTH INTERCHANGE STORAGE
540 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

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HARRY H. NEWKIRK, P.E. # 02971

PROJECT No: 2022-101
DATE: JUNE 2022
DESIGN BY: HHN
DRAWN BY: NWS
CHECKED BY: HHN
SCALE: 1" = 20'
DRAWING NUMBER

7

PAVING LEGEND

ASPHALT
PAVEMENT
(SITE)

1.5" SP-9.5 (TL-C) WITH TACK COAT PER FOOT SPECIFICATIONS
6" CRUSHED CONCRETE (LBR-100) MIN OF 98% MODIFIED
PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LFTS)
12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED
PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B
STABILIZATION)

*ALTERNATE 12" STABILIZED SUBGRADE: 6" CRUSHED CONCRETE
(LBR-100) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER
AASHTO T-180 (4" MAX. LFTS)

*ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT

R.O.W.
PAVEMENT

1.5" SP-9.5 (TL-C) WITH TACK COAT PER FOOT SPECIFICATIONS
6" CRUSHED CONCRETE (LBR-100) MIN OF 98% MODIFIED
PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LFTS)
12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED
PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION)

ASPHALT
MILLING

MILL EXISTING ASPHALT 1" AVERAGE DEPTH
OVERLAY WITH 1" SP-9.5 (TL-C) WITH TACK COAT PER FOOT
SPECIFICATIONS

CONCRETE
PAVEMENT

6" CONCRETE (4000 P.S.I. @ 28 DAYS)
12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED
PROCTOR MAX DENSITY PER ASTM D1557, AASHTO T-180 (4" LFTS)
SEE DETAIL SHEET NO. 19 AND CITY DETAIL R-12A ON SHEET 21

CONCRETE
SIDEWALK

4" THICK CONCRETE (5000 P.S.I. @ 28 DAYS)
SEE SIDEWALK DETAIL SHEET NO. 19 & 20

GENERAL NOTES:

- CITY OF ORMOND BEACH BUILDING PERMITS ARE REQUIRED FOR BUILDING, DUMPSTER ENCLOSURE, LIGHT POLES, SCREEN WALLS AND MONUMENT SIGNS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, SHOP DRAWINGS, ETC.)
- ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
- ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION OR GPS. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
- THE CONTRACTOR SHALL COORDINATE WITH THE EXISTING ADJACENT BUSINESSES TO ENSURE THERE IS NO DISRUPTION TO THEIR RESPECTIVE OPERATIONS.
- THE CONTRACTOR AT ITS OWN DISCRETION SHALL MAINTAIN THE CONSTRUCTION SITE SECURE FROM TRESPASS.
- SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA SOD.
- ALL CONSTRUCTION IN THE FOOT ROW SHALL CONFORM TO THE LATEST EDITIONS OF THE FOOT DESIGN STANDARDS (INDEXES), THE FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FOOT UTILITY ACCOMMODATION MANUAL.

STRIPING KEYNOTES:

- 24" WHITE STOP BAR
- 8" DOUBLE YELLOW LINE

PAVEMENT MARKING NOTES:

- PAINTED PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF FINE SAND AND DEBRIS PRIOR TO APPLICATION.
- APPLY PAINTED PAVEMENT MARKINGS AT LAST STAGE OF CONSTRUCTION AFTER LANDSCAPE PLANTINGS ARE INSTALLED.
- PAINT SHALL BE SHERWIN WILLIAMS LOW VOC ACRYLIC PRO PARK PAINT. APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS.
- ALL REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED IN ACCORDANCE WITH FOOT STANDARD INDEX NO. 700-001.
- ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEX NO. 17001 AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
- LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.
- FOR ADDITIONAL DETAILS SEE INDEX NO. 700-001, 700-101, 17041 AND 711-001.
- ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM 20 GA ALUMINUM BLANKS. ALL 18"X24" SIGNS SHALL BE 100 GA MINIMUM AND SHALL BE INSTALLED USING 1/2"X12" ROUND ALUMINUM POST. ALL STOP SIGNS SHALL BE 36" OCTAGON INSTALLED ON 12.5 LB/SF 1/2" CHANNEL POST RAIL STEEL ONLY OR 3/4"X12" ROUND ALUMINUM POSTS. 1/2" CHANNEL POSTS MAY BE USED FOR SIGNS SMALLER THAN 36"X24". ALL SPEED LIMIT SIGNS SHALL BE 36"X24".

FDOT GENERAL NOTES:

- MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON (ON SITE).
- THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK WITHIN THE FOOT ROW.
- ALL WORK PERFORMED WITHIN THE FOOT ROW SHALL BE IN ACCORDANCE WITH THE 2022 / 2023 EDITION OF THE FOOT DESIGN STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2023 EDITION OF THE FOOT UTILITY ACCOMMODATION MANUAL AND FOOT STANDARD PLANS FY 2021-22.
- IT IS THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FOOT FACILITIES CAUSED BY THE CONSTRUCTION OF THIS PROJECT.
- ANY TEST RESULTS TAKEN DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE DEPARTMENT UPON REQUEST.
- ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT TO NEAREST JOINT IN GOOD CONDITION, SO A CONTRACT THAT IS FREE OF CRACKS, DEFORMITIES OR VOIDS & IRREGULARITIES ARE NOT DEFECTIVE.
- ALL STRIPING WITHIN THE FOOT RIGHT-OF-WAY SHALL BE PERFORMED THERMOPLASTIC.
- ALL CONCRETE SHALL BE AN APPROVED FOOT MIX DESIGN OF 3000 PSI.
- ALL MATERIALS INSTALLED INSIDE FOOT ROW SHALL BE ON THE QUALIFIED PRODUCTS LIST OR APPROVED PRODUCTS LIST.
- ALL CONSTRUCTION SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
- THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC AND BARRICADE PLAN TO THE ENGINEER FOR APPROVAL WITH THE BID. INCLUDE THE MOT PLAN AT THE PRECONSTRUCTION MEETING.
- ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND THE FOOT INSPECTOR NOTIFIED FOR APPROVAL.
- ALL BARRICADES AND POSTED SIGNAGE SHALL REMAIN IN PLACE UNTIL PAVING WORK IS COMPLETE. ALL BARRICADES SHALL BE VERIFIED IN PLACE BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
- SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA.
- THE CONTRACTOR SHALL ENSURE THAT ALL SIDEWALKS AND CROSSWALKS CONFORM TO THE CURRENT REQUIREMENTS OF THE AMERICANS WITH DISABILITY ACT (ADA).
- ALL SIGNS AND PAVEMENT MARKINGS THAT ARE REMOVED OR DAMAGED BY CONSTRUCTION ACTIVITIES RELATED TO THIS PROJECT ARE TO BE REPLACED TO THEIR PRECONSTRUCTION CONDITIONS.
- ALL SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO FOOT STANDARD INDEX NO. 711-001.
- IN THE EVENT PERMANENT VEHICLE DETECTION IS DISRUPTED, PROVIDE AN ALTERNATIVE MEANS OF DETECTION TO ALL LANES APPROACHING THE INTERSECTION, SEPARATING EACH MOVEMENT WHICH PREVIOUSLY HAD DETECTION. THE TYPE OF DETECTION SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. EQUIPMENT SHALL ONLY DETECT THE INTENDED MOVEMENT.
- THERE SHALL BE NO SR 40 (W GRANADA BOULEVARD) CLOSURES DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
- THERE SHALL BE NO WORK WITHIN THE VICINITY OF THE SIGNALIZED INTERSECTION DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
- CONTRACTOR TO PROVIDE TEMPORARY VIDEO DETECTION FOR SIGNAL WHILE LOOPS ARE DISTURBED DURING MILLING AND RESURFACING.

VOLUSIA COUNTY NOTES:

- NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (888) 738-6982 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM RECAVATION OR OTHER MEASURES NECESSARY FOR THE PROTECTION OF WORK.
- VOLUSIA COUNTY TRAFFIC ENGINEERING (888) 738-6982 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
- COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (888) 738-6935 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
- OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS RESTRICTION.
- ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY ALTERNATE IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 600. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1 IN CROSS SLOPE AND 2 IN MAXIMUM CROSS SLOPE PER ADA STANDARDS.
- DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PRESTABILIZED INLANDS AND PAVES. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL, PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
- NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEER. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FOOT DESIGN STANDARD INDEX NO. 600.
- RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT-OF-WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

8.D.e

8202 CITY COMMENTS

12/20 North USL Suite 3

Ormond Beach, Florida 32174

www.newkirk-engineering.com

CA # 20029

FL # 20029

CVL ENGINEERING

Transportation, Civil & Landscape Architecture

NEWKIRK ENGINEERING

OFFSITE LAYOUT PLAN

NORTH INTERCHANGE STORAGE

540 FLAGLER ROAD

ORMOND BEACH, FLORIDA 32174

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PROJECT No: 2022-101

DATE: JUNE 2022

DESIGN BY: HHN

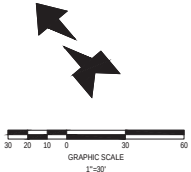
DRAWN BY: NWS

CHECKED BY: HHN

SCALE: 1" = 30'

DRAWING NUMBER

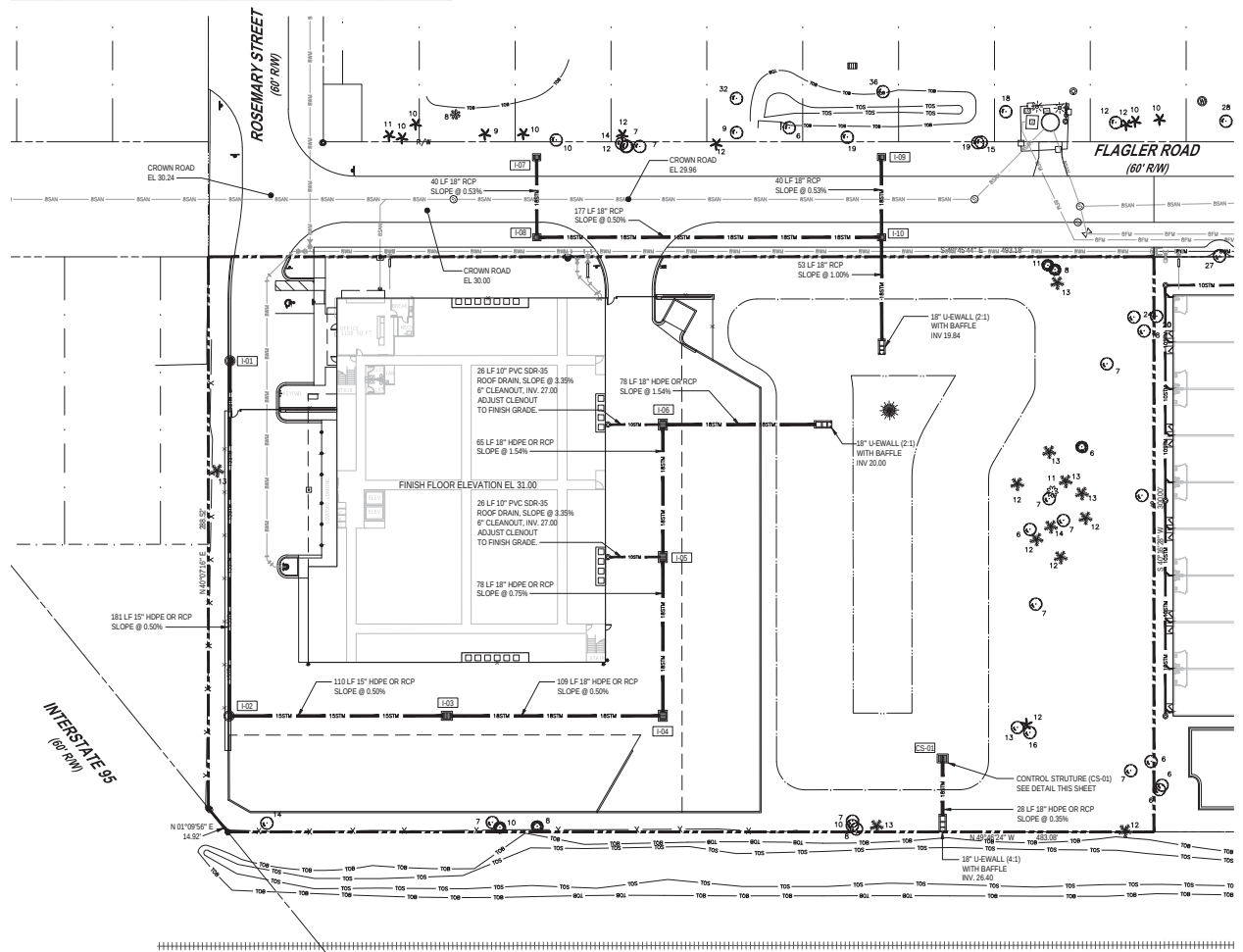
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WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

SUMMARY OF DRAINAGE:				
THE MINIMUM WATER QUALITY TREATMENT VOLUME REQUIRED IS THE GREATER OF 1-INCHES OF RUNOFF OVER THE DRAINAGE RETENTION AREA OR 2.5-INCHES OVER THE IMPERVIOUS SURFACE. STORMWATER TREATMENT IS PROVIDED BY A WET DETENTION POND SYSTEM. AN ADDITIONAL 0.5-INCH IS ADDED TO THE REQUIRED TREATMENT VOLUME FOR AN ONLINE SYSTEM. THE TREATMENT SYSTEM IS DESIGNED TO ENSURE THE POST DEVELOPMENT DISCHARGE RATE AND VOLUME DOES NOT EXCEED THE PRE-DEVELOPMENT RATE AND VOLUME FOR THE MEAN ANNUAL, 25 YEAR-24 HOUR, AND 100 YEAR-24 HOUR STORM EVENTS.				
PERMITTED RUNOFF		NODE: OFF		
Design Storm	Rainfall (inches)	Inflow Rate (cfs)	Inflow Volume (ft ³)	STAGE
Mean Annual, 24-Hour	PRE 5.00	4.97	37,099	
25 Year, 24-Hour	PRE 9.00	12.05	89,046	
100 Year, 24-Hour	PRE 11.00	15.69	116,530	
PROPOSED - DISCHARGE		NODE: OFF		
Design Storm	Rainfall (inches)	Inflow Rate (cfs)	Inflow Volume (ft ³)	STAGE
Mean Annual, 24-Hour	POST 5.00	0.89	17,219	27.96
25 Year, 24-Hour	POST 9.00	11.52	69,555	28.44
100 Year, 24-Hour	POST 11.00	15.45	96,982	28.69

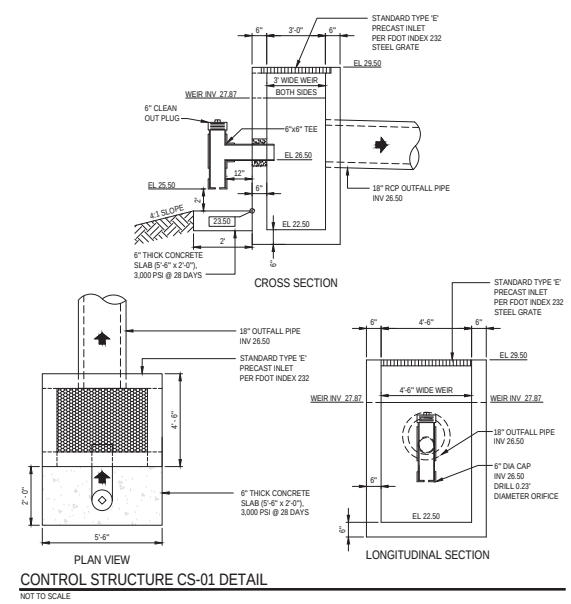
DRAINAGE PIPE MINIMUM SLOPE REQUIREMENTS						
PIPE SIZE (IN)	SELF-CLEANSING VELOCITY (FPS)	MANNNINGS (N)	RADIUS (FT)	CROSS-SECTIONAL AREA (FT ²)	WETTED PERIMETER	MINIMUM SLOPE (FT / 100 FT)
15	3.0	0.012	0.6	1.22715	3.9389	0.0027
18	3.0	0.012	0.75	1.767	FULL & 3/4 FULL	0.0022



- GENERAL DRAINAGE NOTES:**
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO DRAINAGE SYSTEM AND SHALL RESTORE ANY DAMAGED STRUCTURES.
 - ALL PIPE FROM THE BUILDING DRAINS SHALL BE PVC SDR 35 OR SMOOTH INTERIOR HDPE.
 - ALL STORM PIPE SHALL BE CONSTRUCTED OF HDPE (SIC2) PIPE WITH CERTIFIED WATERTIGHT JOINTS BY THE MANUFACTURER. ACCEPTABLE HDPE PIPE SHALL BE HANCOCK SURE-LOCK WIT, ADS SERIES IS, ADS N-12 WITH WIT JOINT OR EQUAL. ALTERNATE STORM PIPE MATERIAL IS RCP PER FOOT SPECIFICATIONS.
 - THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL MATERIAL AND STRUCTURES TO THE ENGINEER (NEWKIRK ENGINEERING, INC.) FOR APPROVAL PRIOR TO THE PRECONSTRUCTION MEETING.
 - CONTRACTOR TO PLACE FILTER FABRIC BETWEEN DRAINAGE STRUCTURES AND TOPS TO PREVENT SOIL INTRUSION. THE FABRIC SHALL BE PERIODICALLY CLEANED OF SAND & DEBRIS FABRIC SHALL REMAIN IN PLACE UNTIL PAVING IS COMPLETE.
 - ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN, FENCING TREES, & ETC., WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFFSITE.
 - ALL DRAINAGE STRUCTURES SHALL BE PRE-CAST PER FOOT SPECIFICATIONS.
 - ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGLY PER FOOT STANDARD SPECIFICATIONS AND MANUFACTURES SPECIFICATIONS RESPECTIVELY.
 - ALL DRAINAGE STRUCTURES AND PIPES SHALL BE CLEANED OF SAND AT THE LAST STAGE OF CONSTRUCTION PRIOR TO THE FINAL INSPECTION.
 - ALL STORM INLET GRATES SHALL BE STEEL (TRAFFIC RATED).

STORM STRUCTURE SCHEDULE										
I.D.	SIZE	TYPE BOT	TYPE TOP	TOP ELEV	BOT ELEV	N INV	S INV	E INV	W INV	W DET
I-01	---	ALT-B	9	29.20	24.30	---	19"	---	---	---
I-02	---	ALT-B	9	29.00	23.66	15"	---	15"	---	---
I-03	---	ALT-B	E	29.00	22.60	---	---	23.34	23.34	---
I-04	---	ALT-B	E	29.00	20.95	18"	---	---	22.79	---
I-05	---	ALT-B	E	29.63	24.20	18"	18"	22.20	---	26.13
I-06	---	ALT-B	E	29.63	24.20	---	18"	18"	18"	---
I-07	---	ALT-B	C	28.60	24.20	---	18"	21.47	---	---
I-08	---	ALT-B	C	28.60	24.20	18"	21.26	---	21.26	---
I-09	---	ALT-B	C	28.60	24.20	---	18"	---	---	---
I-10	---	ALT-B	C	28.60	24.20	18"	19"	20.37	---	20.37
CS-01	SEE DETAIL THIS SHEET									

- NOTES:**
- ROUND STRUCTURE BOTTOMS ARE FOOT ALTERNATE 'A'.
 - SQUARE/RECTANGULAR STRUCTURE BOTTOMS ARE FOOT ALTERNATE 'B'.
 - 4" Ø DIAMETER AND SMALLER AND 3" x 4" SQUARE STANDARD STRUCTURE BOTTOMS ARE FOOT TYPE DESIGNATED "P" LARGER STANDARD STRUCTURE BOTTOMS ARE DESIGNATED TYPE "J".
 - NO WEEP HOLES ALLOWED IN STRUCTURES.



8.D.e

8202 CITY COMMENTS

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www.newkirk-engineering.com
CA # 20200
LC # 20200
CIVIL ENGINEERING
TRANSPORTATION, C&E & LANDSCAPE ARCHITECTURE

NEWKIRK ENGINEERING

DRAINAGE PLAN
NORTH INTERCHANGE STORAGE
540 FLAGLER ROAD
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HARRY H. NEWKIRK, P.E. # 62971 ON

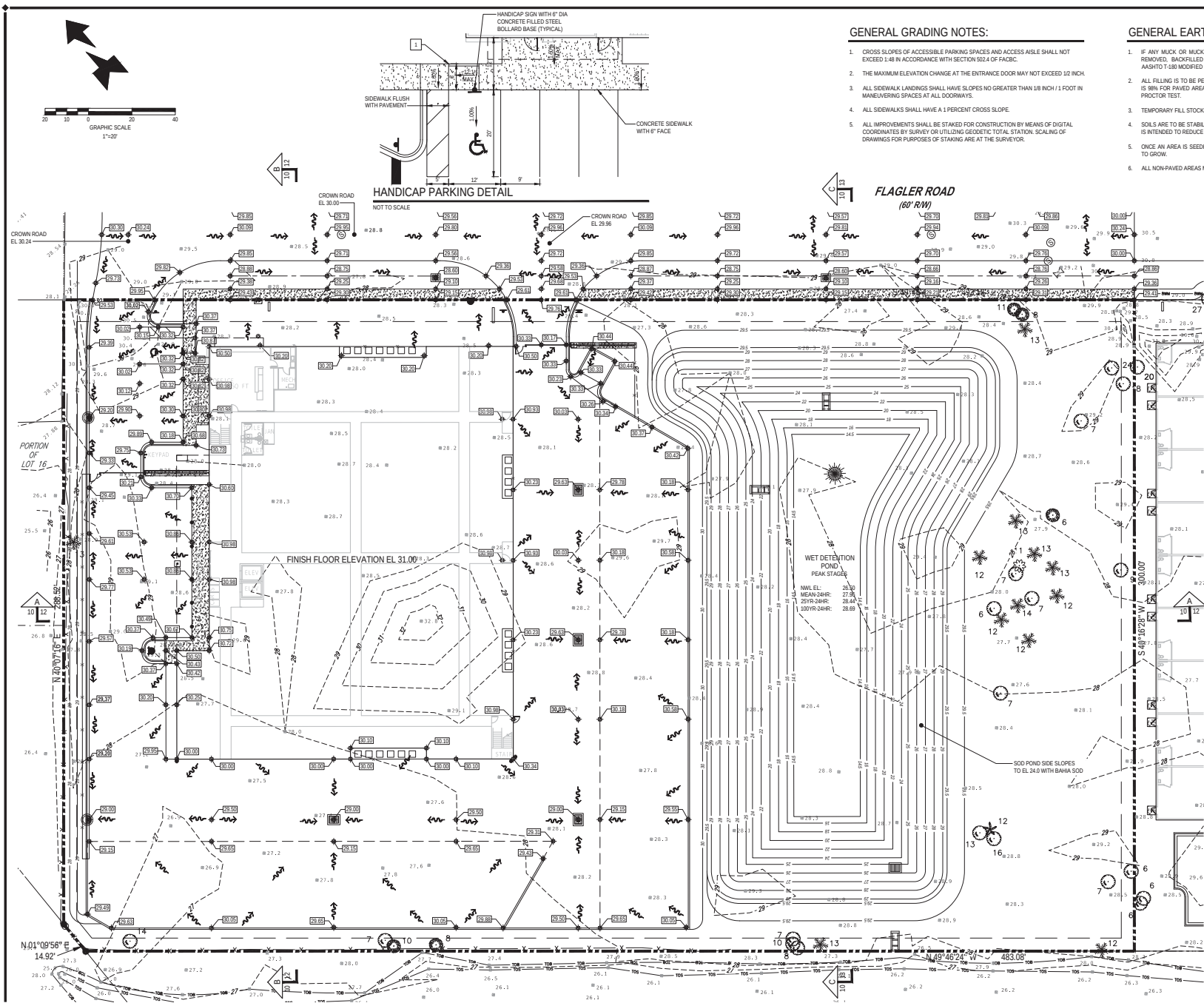
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HARRY H. NEWKIRK
P.E. # 62971
STATE OF FLORIDA
REGISTERED PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No: 2022-101
DATE: JUNE 2022
DESIGN BY: HHN
DRAWN BY: NWS
CHECKED BY: HHN
SCALE: 1" = 30'
DRAWING NUMBER

9



GENERAL GRADING NOTES:

- CROSS SLOPES OF ACCESSIBLE PARKING SPACES AND ACCESS AISLE SHALL NOT EXCEED 1:48 IN ACCORDANCE WITH SECTION 902.4 OF FACD.
- THE MAXIMUM ELEVATION CHANGE AT THE ENTRANCE DOOR MAY NOT EXCEED 1/2 INCH.
- ALL SIDEWALK LANDINGS SHALL HAVE SLOPES NO GREATER THAN 1/8 INCH / 1 FOOT IN MANEUVERING SPACES AT ALL DOORWAYS.
- ALL SIDEWALKS SHALL HAVE A 1 PERCENT CROSS SLOPE.
- ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEY OR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR.

GENERAL EARTHWORK NOTES:

- IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
- ALL FILLING IS TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% FOR PAVED AREAS AND 95% FOR UNPAVED AREAS PER AASHTO T-180 MODIFIED PROCTOR TEST.
- TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
- SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES.
- ONCE AN AREA IS SEEDED OR SOCCED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
- ALL NON-PAVED AREAS MUST BE PLANTED, GRASSED, OR MULCHED.

GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- DRAINAGE FLOW ARROW
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION

CURB RAMP LEGEND:

- SIDWALK CURB RAMP C (SEE DETAIL, SHEET NO. 2)

BENCHMARK INFORMATION:

VERTICAL DATA
ELEVATIONS REFER TO (NAVD 88) NORTH AMERICA VERTICAL DATUM 1988. BENCHMARK IS A NATIONAL GEODETIC SURVEY (NGS) POINT, DESIGNATION X 260, PID: AQ050, ELEVATION 29.48 FEET.



WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

8.D.e

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Civil Engineering
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GRADING PLAN
NORTH INTERCHANGE STORAGE
540 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

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DATE: JUNE 2022

DESIGN BY: HRN

DRAWN BY: NWS

CHECKED BY: HRN

SCALE: 1"=20'

DRAWING NUMBER

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CROSS SECTIONS
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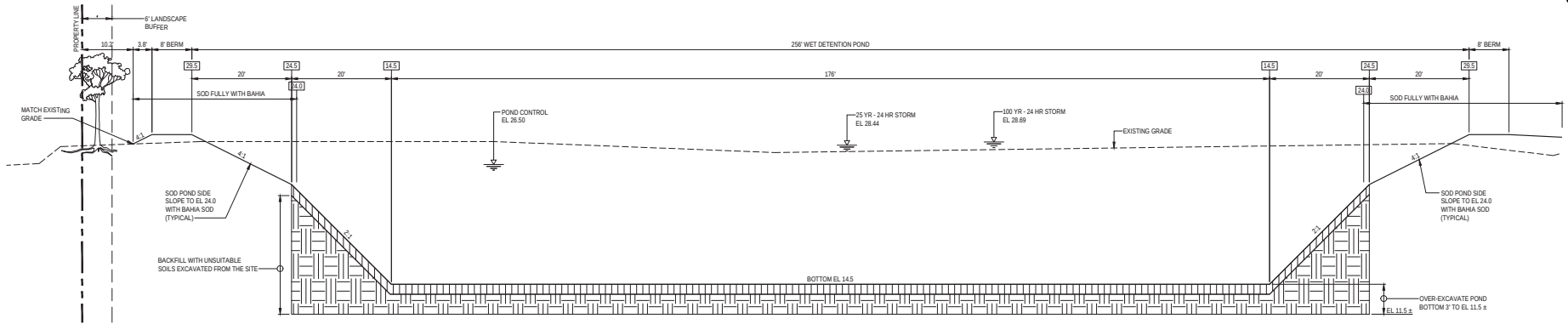
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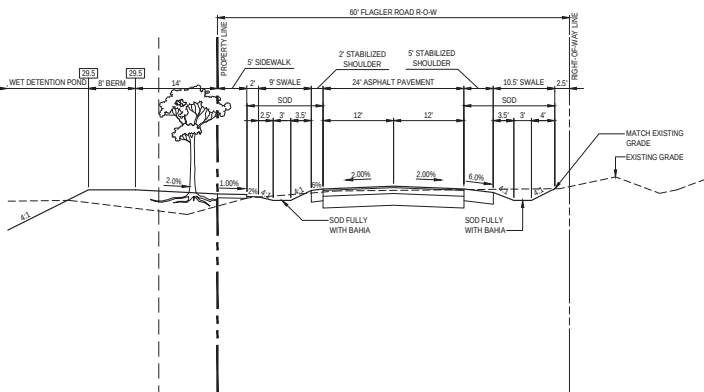
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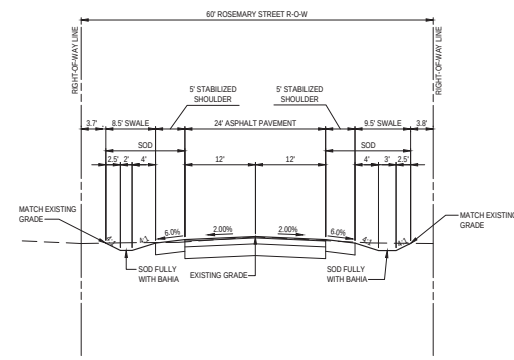
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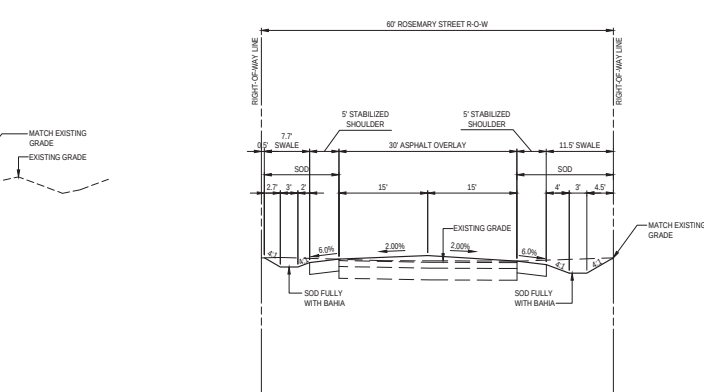
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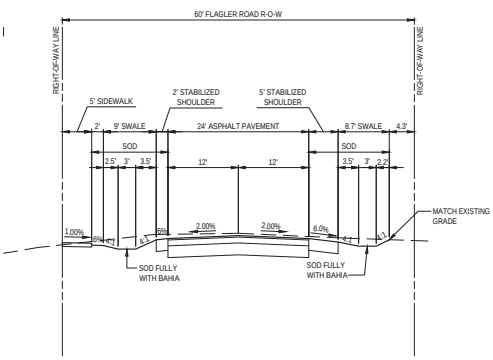
SECTION C
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SECTION 2
NOT TO SCALE



SECTION 1
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SECTION 3
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REQUIRED FIRE FLOW:

*SITE DESIGNED IN ACCORDANCE TO THE FLORIDA FIRE PREVENTION CODE, 5TH EDITION, NFPA 1, 18.4.1.1.

FLORIDA BUILDING CODE CONSTRUCTION TYPE: VA - PROTECTED

FIRE AREA: 110,800 SF

REQUIRED FIRE FLOW: 8,000 GPM @ 4 HOURS

FIRE SPRINKLER SYSTEM REDUCTION (75%): 6,000 GPM

REQUIRED FIRE FLOW (8,000 - 6,000): 2,000 GPM @ 4 HOURS

BASED ON NFPA 18.4.5.2.1, REDUCTION IN REQUIRED FIRE FLOW OF 75% SHALL BE PERMITTED WHEN THE BUILDING IS PROTECTED THROUGHOUT BY AN APPROVED SPRINKLER SYSTEM. THE RESULTING FIRE FLOW SHALL NOT BE LESS THAN 1,000 GPM.

PROPOSED UTILITY LEGEND

FM	FORCE MAIN (# INDICATES SIZE)
SM	SANITARY SEWER (# INDICATES SIZE)
PM	POLYETHYLENE WATER SERVICE (# INDICATES SIZE)
WM	WATER MAIN (# INDICATES SIZE)
GS	GAS SERVICE (# INDICATES SIZE)
UE	UNDERGROUND ELECTRICAL CONDUIT (# INDICATES SIZE)

1 UTILITY CONFLICT (SEE DETAIL, THIS SHEET)



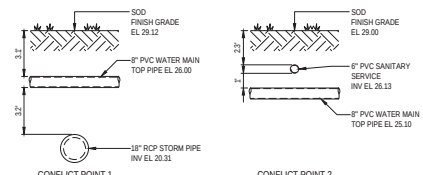
WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

GENERAL WATER NOTES:

1. THE CITY OF ORMOND BEACH WATER UTILITY DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER SYSTEM CONSTRUCTION.
2. ALL WATER DISTRIBUTION CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDEP REGULATIONS AND THE CITY OF ORMOND BEACH UTILITY DETAILS AND SPECIFICATIONS (LATEST EDITION).
3. CONTRACTOR IS TO VERIFY THE LOCATION, HORIZONTAL AND VERTICAL, OF ALL EXISTING UTILITIES (UNDERGROUND AND OVERHEAD) PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY CONFLICTS SHALL BE REPORTED TO THE ENGINEER.
4. CONTRACTOR IS RESPONSIBLE FOR RESTORATION OF ANY EXISTING PAVEMENT, SIDEWALK, CURBING, UTILITIES AND DRAINAGE SYSTEMS DAMAGED DURING CONSTRUCTION. ALL DAMAGED AREAS TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.
5. LOCATION OF TELEPHONE, TV, CABLE AND ELECTRICAL SERVICE CONNECTIONS TO BE DETERMINED BY APPROPRIATE UTILITIES PERSONNEL IN COOPERATION WITH CONTRACTOR.
6. 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.
7. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 98 PERCENT (ASHTO-T180).
8. WATER SERVICES FROM 3/4" TO 2" POLYETHYLENE (ENDOTRACE) WITH 30" MINIMUM COVER.
9. WATER MAIN FROM 4" TO 12" SHALL BE PVC CLASS 350 (DR-18) WITH 30" MINIMUM COVER.
10. ALL WATER AND FIRE SERVICES ARE REQUIRED TO HAVE A HARD BODY GATE VALVE OFF THE MAIN LINE.
11. ALL VALVES SHALL BE BOLTED TO TEES.
12. ALL POTABLE WATER PIPE SHALL HAVE "NSF POTABLE WATER" IMPRINTED ON THE PIPE.
13. ALL WATER MAIN FITTINGS 4 INCHES OR LARGER SHALL BE CEMENT LINED DIP.
14. A TAPPING CONTRACTOR ACCEPTABLE TO THE CITY OF ORMOND BEACH WILL BE REQUIRED FOR TAPS.
15. THE CONTRACTOR SHALL MAKE ALL ATTEMPTS TO LOCATE BURIED UTILITIES AND NOTIFY THE UTILITY COMPANIES 48 HR. PRIOR TO CONSTRUCTION.
16. UTILITY TRENCH CONSTRUCTION SHALL CONFORM TO CITY OF ORMOND BEACH AND OSHA REQUIREMENTS.
17. IN THE CASE WHERE SOLVENT CONTAMINATION IS FOUND IN THE TRENCH, WORK WILL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. WITH THE APPROVAL OF THE CITY OF ORMOND BEACH UTILITY DEPARTMENT, DUCTILE IRON PIPE, FITTINGS AND APPROVED SOLVENT RESISTANT CASSET MATERIAL SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE IRON PIPE WILL EXTEND AT LEAST 100 FEET BEYOND ANY DISCOVERED SOLVENT.

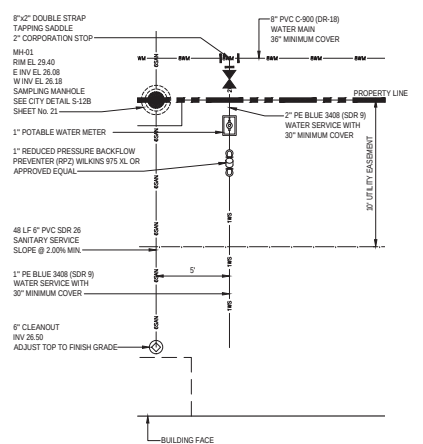
GENERAL SEWER NOTES:

1. CITY OF ORMOND BEACH SHALL BE NOTIFIED PRIOR TO ANY SEWER CONSTRUCTION.
2. ALL SEWER CONSTRUCTION SHALL COMPLY WITH FDEP REGULATIONS AND THE CITY OF ORMOND BEACH UTILITY DETAILS AND SPECIFICATIONS (LATEST EDITION).
3. ALL SANITARY SEWER LINES SHALL BE PVC SDR 35 DUE TO THE MINIMUM AMOUNT OF COVER, WATER LINES, RECLAIMED LINES AND STORM DRAINAGE CROSSINGS SHALL FOLLOW THE C-900 OR CONCRETE ENCASEMENT REQUIREMENT PER THESE STANDARDS AND AS FDEP REQUIREMENTS.
4. SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT UNLESS ANOTHER METHOD IS PREVIOUSLY APPROVED BY CITY OF ORMOND BEACH.
5. THE CONTRACTOR SHALL AT ALL TIMES DURING PIPE LAYING, BENEATH THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.
6. ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION, SIFT OR SPONGY BEDDING FOR PIPES WILL NOT BE ACCEPTED. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY OF ORMOND BEACH.
7. SANITARY SEWER PIPE SHALL BE PVC SDR 35.
8. EXCAVATION AND BACKFILL: THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING OF EXCAVATION WORK IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY OF ORMOND BEACH, THE DESIGN ENGINEER, AND THE DEVELOPER.
9. ALL TRENCHES SHALL BE BACKFILLED WITH ACCEPTABLE MATERIAL, AND COMPACTED TO MINIMUM COMPACTION OF (95) PERCENT OF THE OPTIMUM DENSITY OF THAT MATERIAL BASED ON THE ASHTO-T180 MODIFIED PROCTOR TEST.
10. ALL TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CONTRACTOR.
11. GRAVITY MAINS MUST HAVE A TELEVISION INSPECTION. A VIDEO INSPECTION FORM MUST BE FAXED TO THE CITY OF ORMOND BEACH WASTEWATER COLLECTION DEPARTMENT 48 HOURS PRIOR TO VIDEO INSPECTION. A CITY INSPECTOR MUST BE PRESENT.
12. SEWER CLEANOUT LOCATED ON PAVEMENT AND SIDEWALK AREA SHALL BE TRAFFIC BEARING FLAT TOP BRASS CAP.
13. ALL GREASE TANKS SHALL HAVE A MINIMUM CAPACITY OF 1,250 GALLONS.
14. PLUMBING CONTRACTOR SHALL INSTALL TANK AND COORDINATE PIPE INVERTS TO BUILDING WITH UTILITY CONTRACTOR.



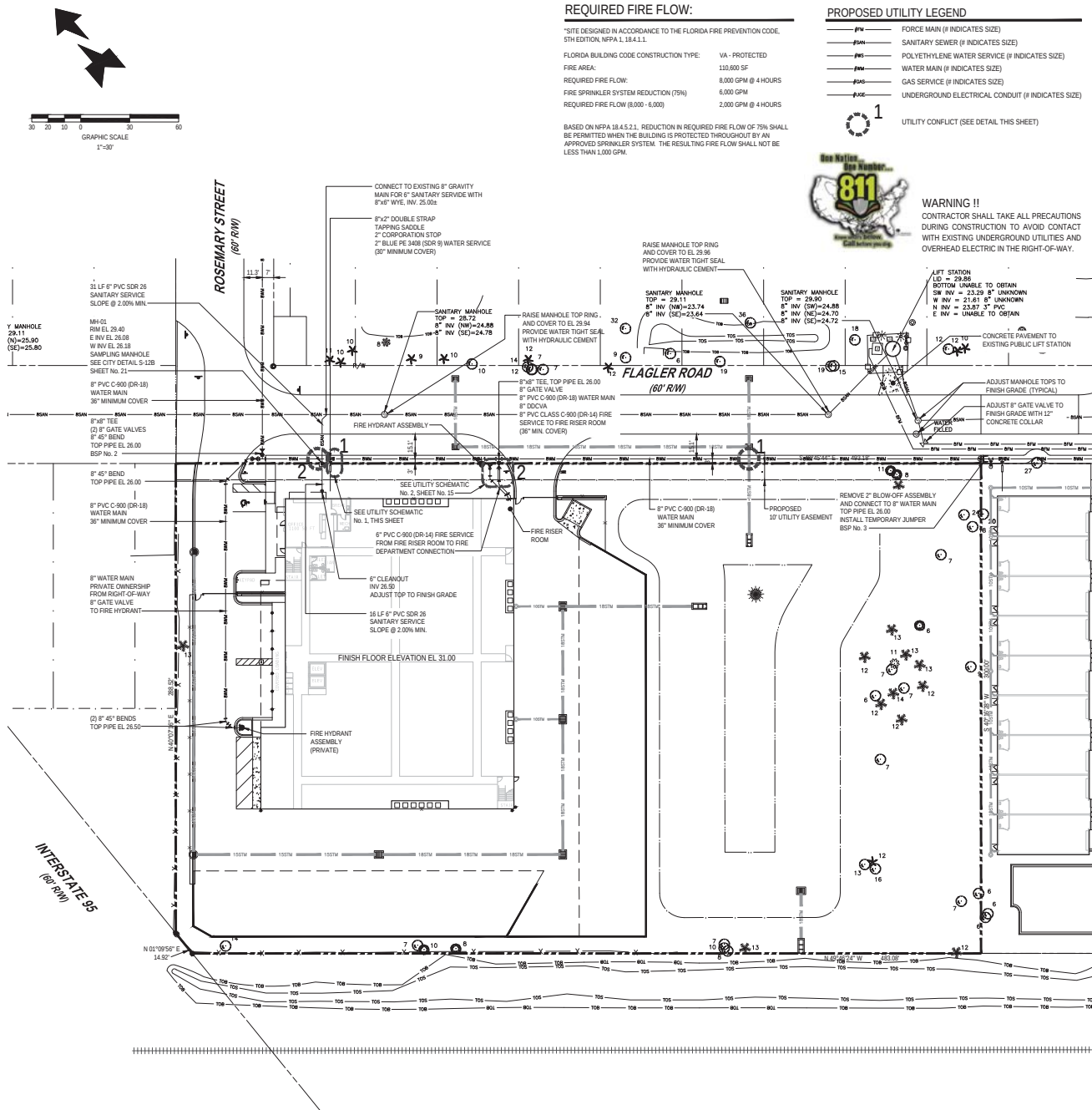
UTILITY CONFLICT DETAIL

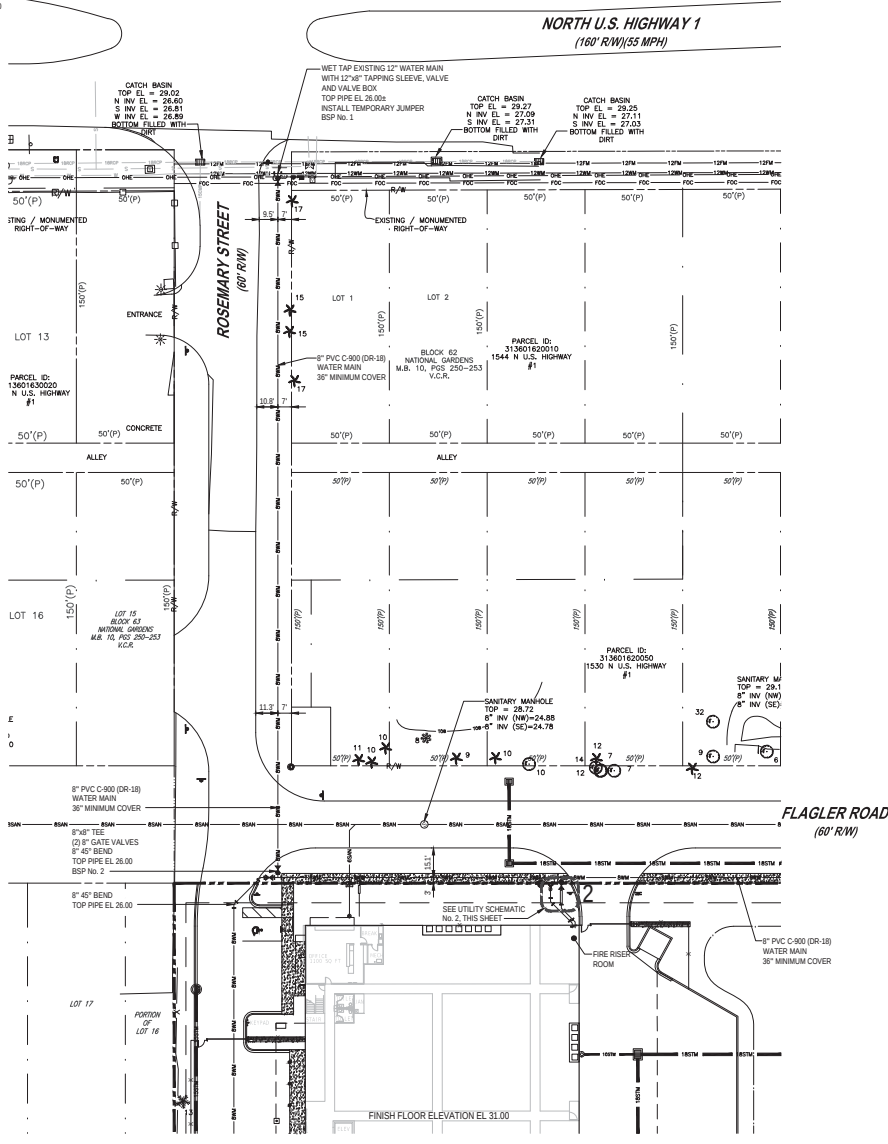
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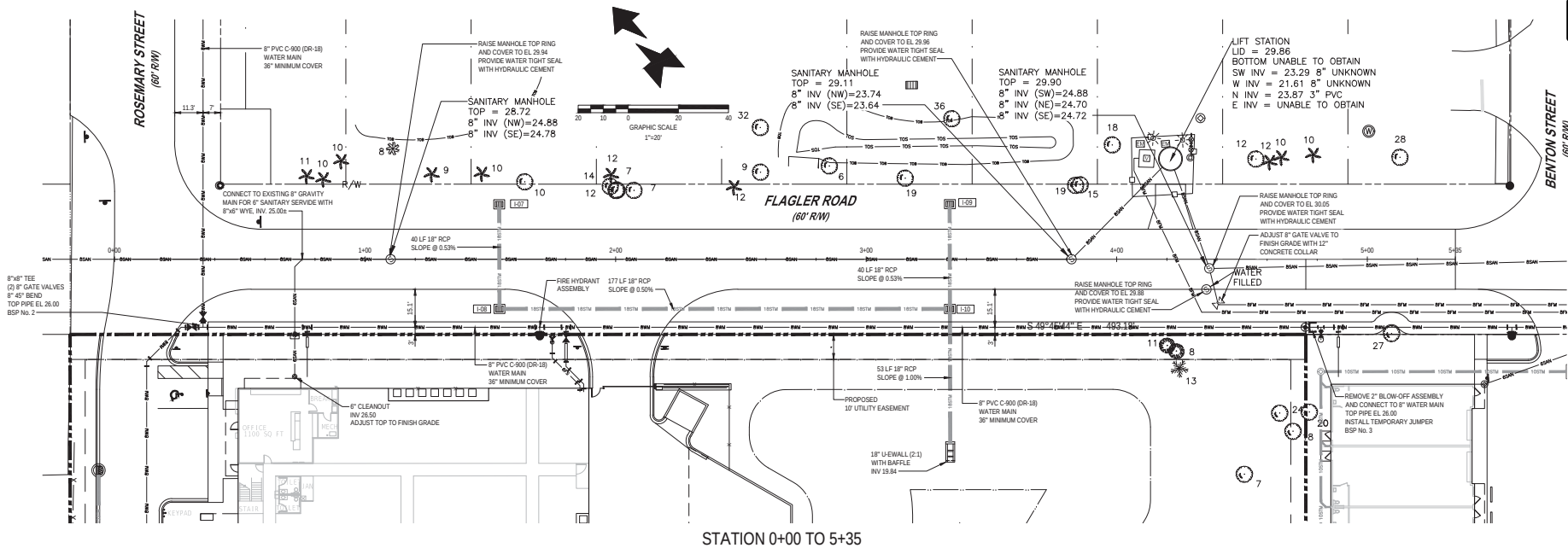
UTILITY SCHEMATIC DETAIL No. 1

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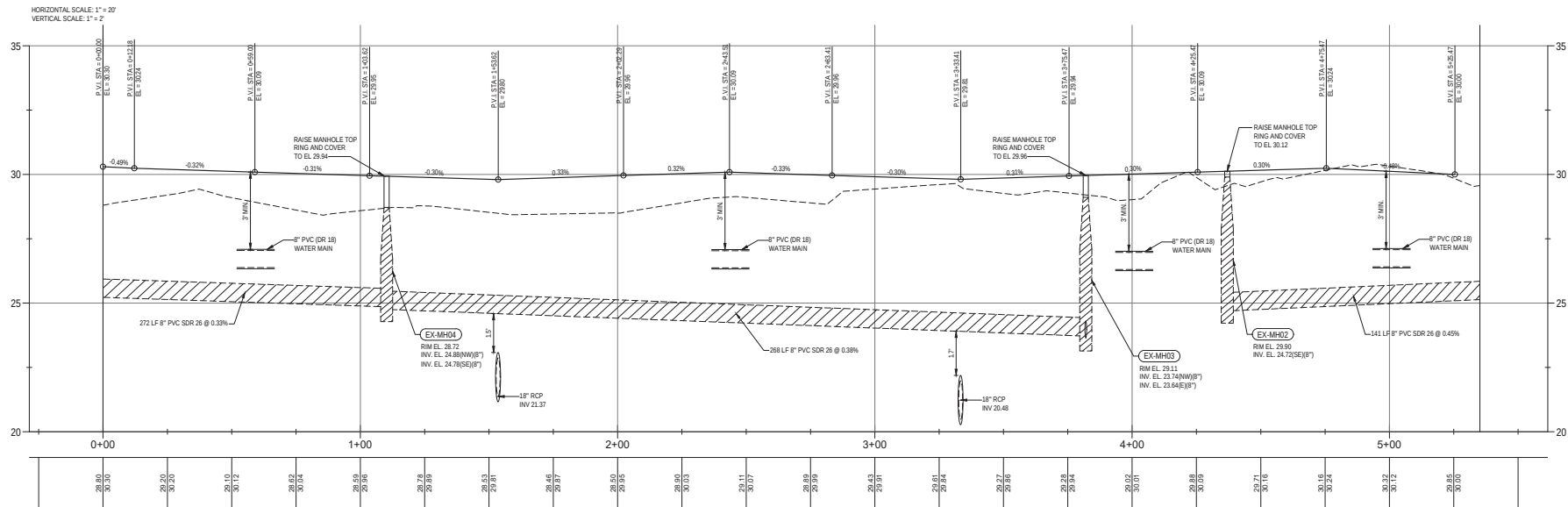




15



STATION 0+00 TO 5+35



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8202 CITY COMMENTS

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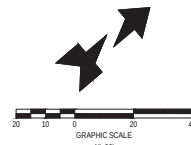
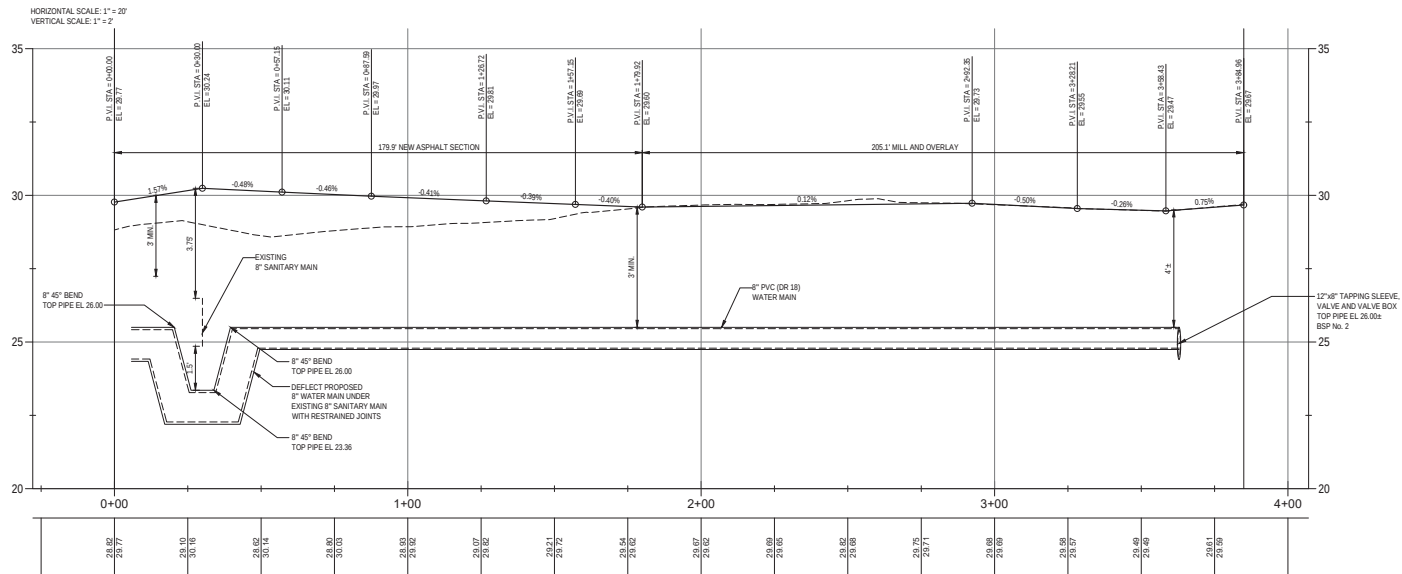
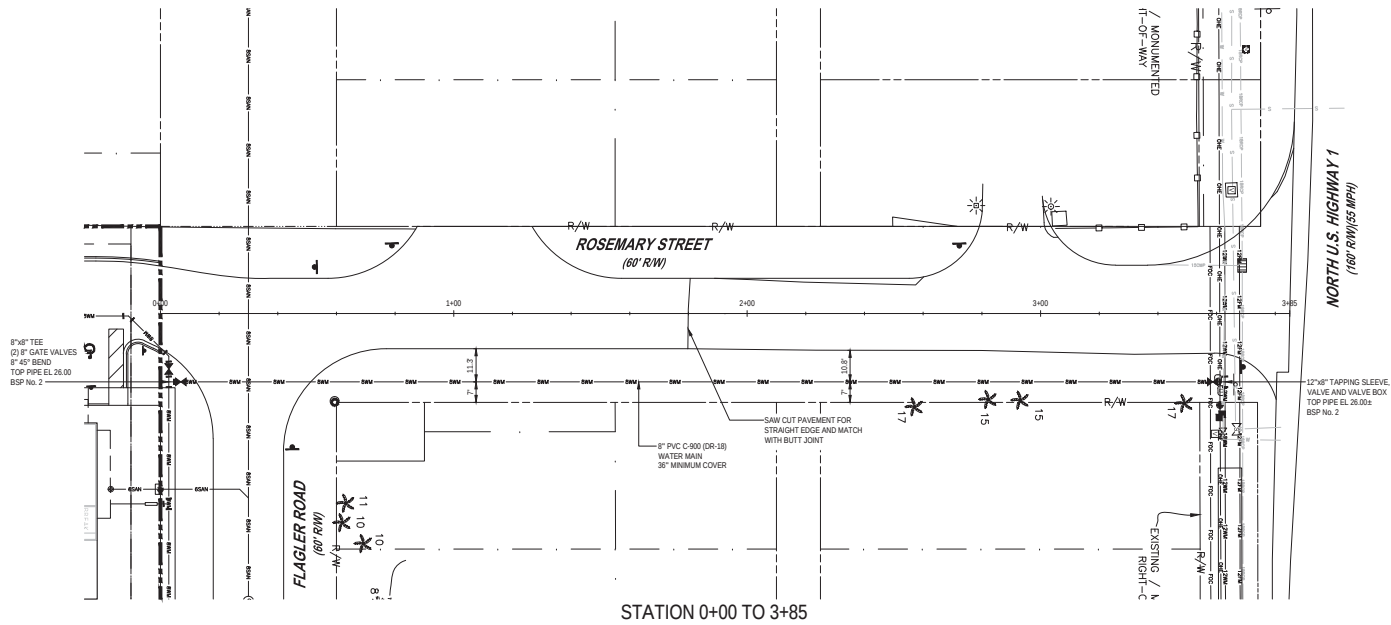
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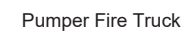
HARRY H. NEWKIRK
NO. 62971
STATE OF FLORIDA
PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No: 2022-101
DATE: JUNE 2022
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Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 37.8



8/22/22 CITY COMMENTS

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1

AUTOTURN TRUCK PLAN
NORTH INTERCHANGE STORAGE

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LICENSE
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STATE OF
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PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. #62971

PROJECT No: 2022-101

DATE: JUNE 2022

DESIGN BY: HMM

DESIGN BY:	THIN
DRAWN BY:	MAIS

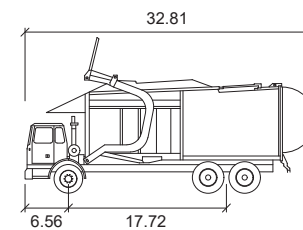
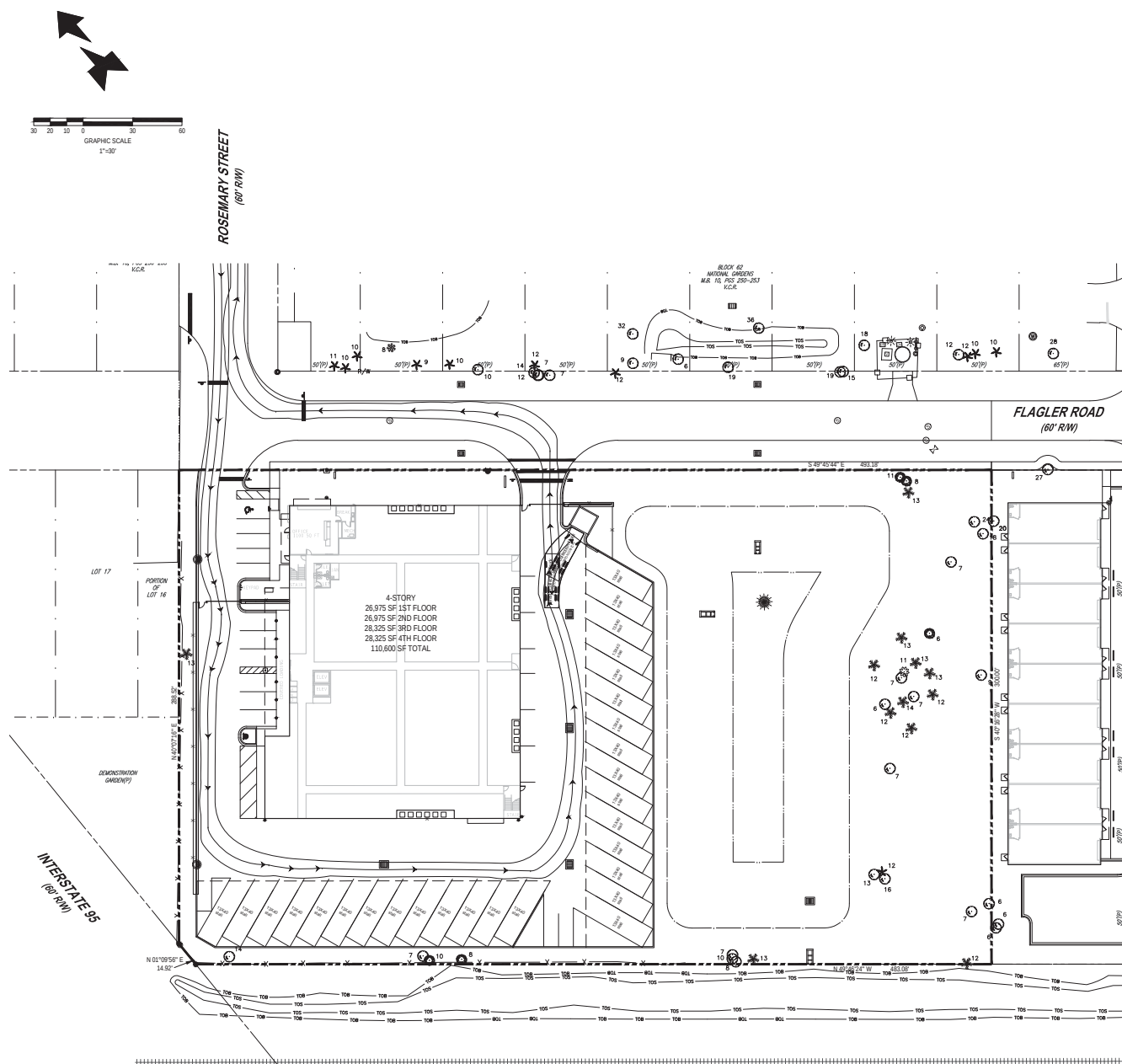
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25



Waste Collection Truck

feet

Width	: 8.53
Track	: 8.53
Lock to Lock Time	: 6.0
Steering Angle	: 27.7

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INNOVATION

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ORMOND BEACH, FLORIDA 32474

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HARRY H. NEWKIRK, P.E. # 6297

PROJECT No: 2022-10

DATE: JUNE 202

DESIGN BY: HH

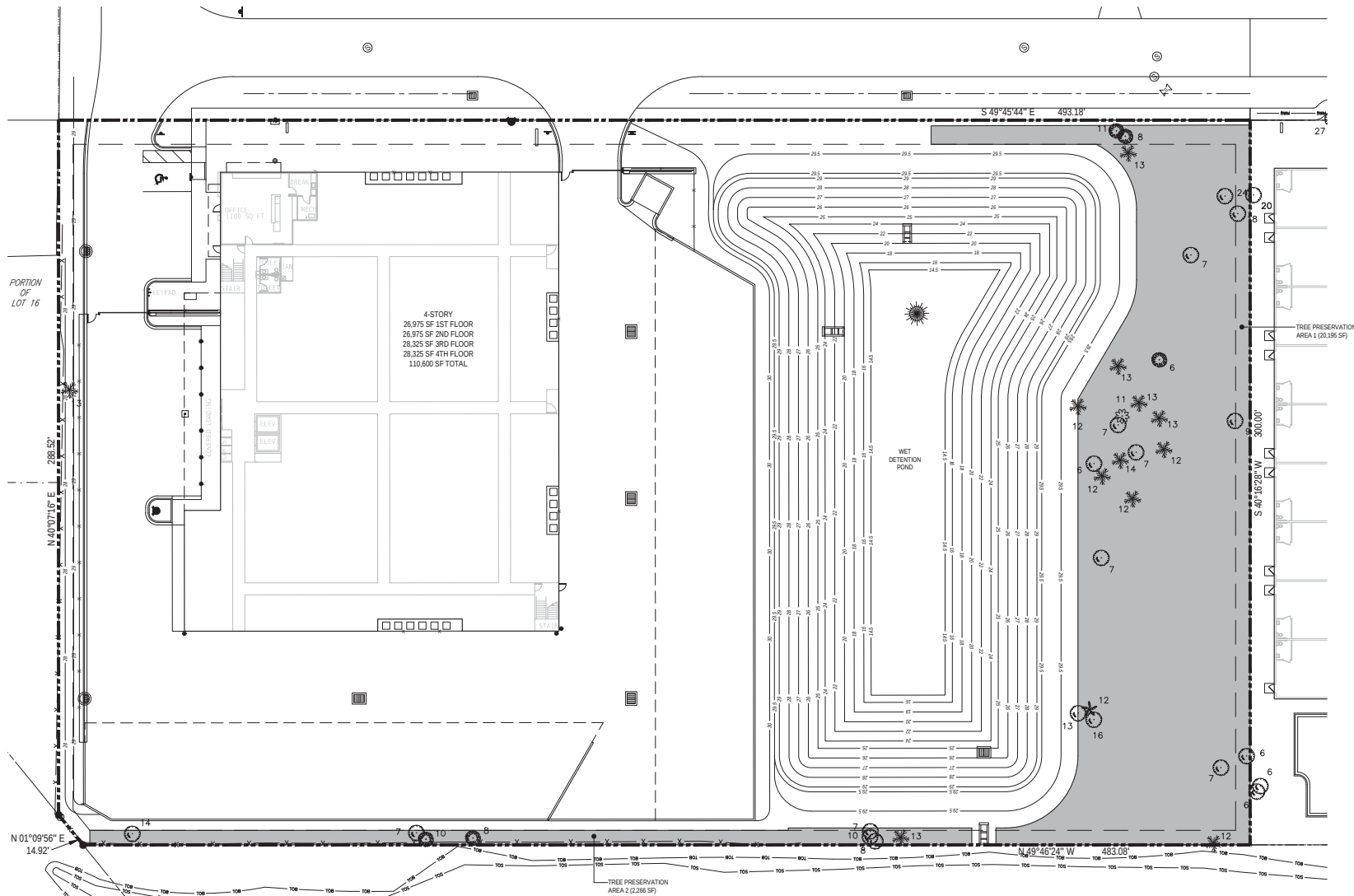
DRAWN BY: NW

CHECKED BY: HH

SCALE: 1" = 3'

DRAWING NUMBER

25.1



REQUIRED TREE PRESERVATION = 15.0%	
147,892 SF x 0.15 = 22,184 SF (15.0%)	
TREE PRESERVATION AREA 1	20,195 SF (0.464 ACRES)
TREE PRESERVATION AREA 2	2,266 SF (0.052 ACRES)
TREE PRESERVATION AREA PROVIDED	22,461 SF (0.516 ACRES) 15.2%

■ TREE PRESERVATION AREA (15.2%)

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PROJECT No: 2022-101

DATE: JUNE 2022

DESIGN BY: HMM

DRAWN BY: _____

STANDARD	NRIC
2015-2016	2015-2016

CHECKED BY: HRN

SCALE: 1" = 20'

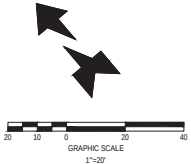
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1000

26

20

Page 10 of 10



SPECIMEN TREE REQUIREMENTS	
TOTAL SPECIMEN TREES	20
SITE AREA (AC)	3.395
SPECIMEN TREES PER ACRE	5.9
PRESERVED TREES REQUIRED (65%)	13
SPECIMEN TREES PRESERVED	5

SPECIMEN TREES TO BE REMOVED						
CAL @ DBH	VARIETY	QTY	# OF 4.5" CAL TREES TO MITIGATE	TOTAL	TREE FUND EQUAL	TREE FUND TOTAL
12 OAK	4	1	4	\$ 307.00	\$ 1,228.00	
12 CEDAR	1	1	1	\$ 307.00	\$ 307.00	
14 OAK	2	1	2	\$ 418.00	\$ 836.00	
15 OAK	1	2	2	\$ 480.00	\$ 480.00	
16 OAK	1	2	2	\$ 546.00	\$ 546.00	
17 OAK	2	2	4	\$ 616.00	\$ 1,232.00	
18 OAK	1	2	2	\$ 690.00	\$ 690.00	
19 OAK	1	2	2	\$ 769.00	\$ 769.00	
20 OAK	1	2	2	\$ 853.00	\$ 853.00	
26 OAK	1	4	4	\$ 1,441.00	\$ 1,441.00	
TOTAL	35		25		\$ 8,382.00	

SPECIMEN TREES PRESERVED						
CAL @ DBH	VARIETY	QTY	# OF 4.5" CAL TREES TO MITIGATE	TOTAL	TREE FUND EQUAL	TREE FUND TOTAL
13 OAK	1	1	1	\$ 369.00	\$ 369.00	
14 OAK	1	1	1	\$ 418.00	\$ 418.00	
16 OAK	1	2	2	\$ 546.00	\$ 546.00	
18 OAK	1	2	2	\$ 690.00	\$ 690.00	
24 OAK	1	3	3	\$ 1,220.00	\$ 1,220.00	
TOTAL	5		9		\$ 3,234.00	

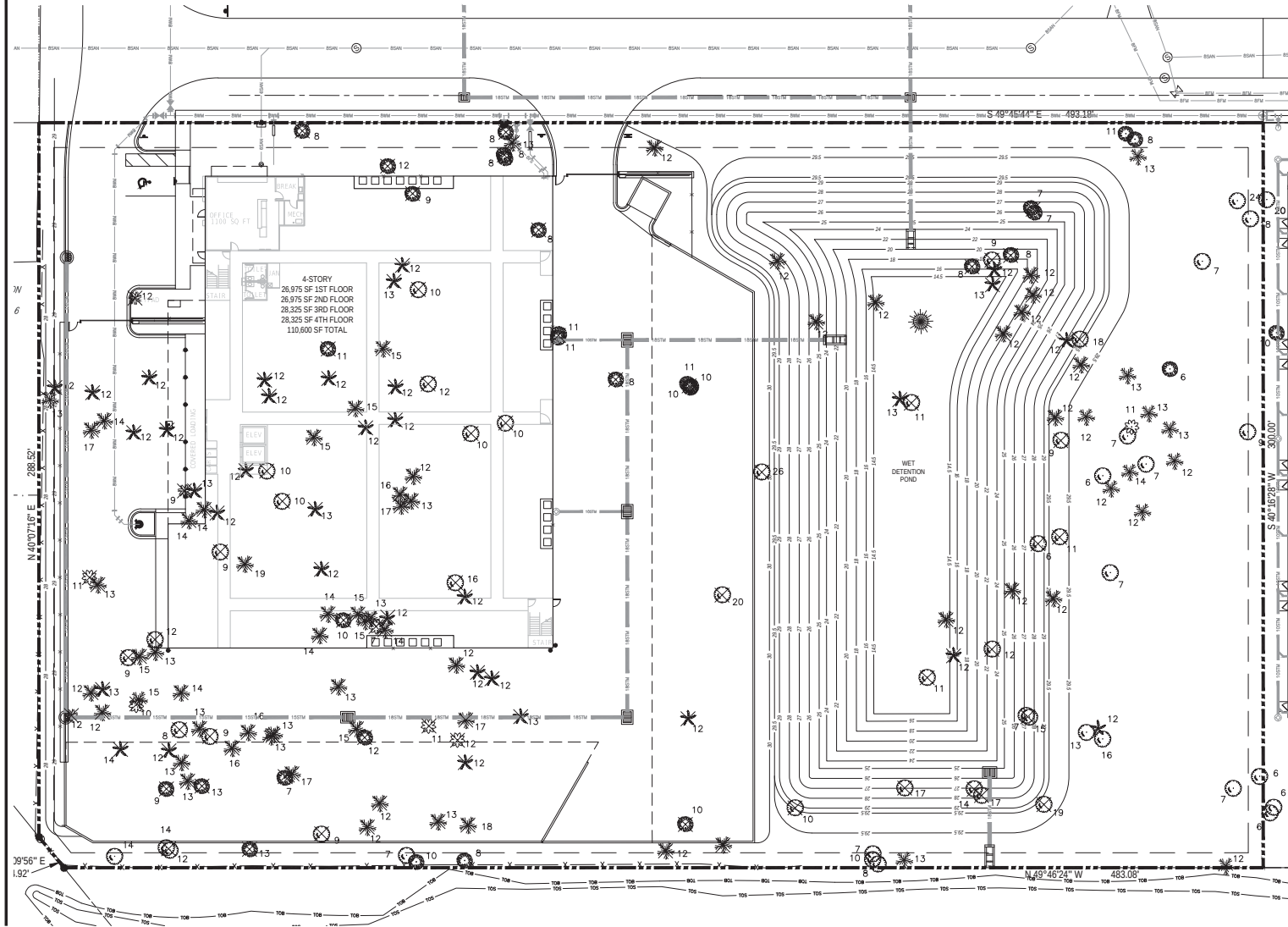
MITIGATION TOTAL	25	\$ 8,382.00
CREDIT TOTAL	9	\$ 3,234.00
4.5" TREES REQ.	16	Or donation of \$ 5,148.00

NOTE:
DONATION OF \$ 5,148 TO THE CITY TREE FUND

PROTECTED TREE MITIGATION	
1 NUMBER OF PROTECTED TREES TO BE REMOVED DUE TO IMPERVIOUS CONSTRUCTION PALMS 27/3 = 9	81 trees
2 REMAINDER OF PROTECTED TREES TO BE REMOVED DUE TO OTHER CONSTRUCTION PALMS 6/3 = 2	37 trees
3 CALCULATE PRESERVED TREE DENSITY, DIVIDE PRESERVED PROTECTED TREES BY TOTAL AREA 33 TREES / 3.395 ACRES = 9.72 trees/ac.	
4 ENTER NUMBER OF TREES FROM LINE #1 81 / 2	41 trees
ENTER NUMBER OF TREES PROVIDED IN NUMBER 2	37 trees
PROTECTED TREE MITIGATION TOTAL	78 trees
TREE FUND = \$169 x 78 = \$12,714.00	

ON-SITE TREE LEGEND:

	TOTAL
ASH TREE	30
CEDAR TREE	6
HACKBERRY TREE	3
OAK TREE	49
PALM TREE	34
PINE TREE	67
	189



8.D.e

8202	CITY COMMENTS

1230 North US1, Suite 3
Ormond Beach, Florida 32174
www.newkirk-engineering.com
CA # 20020
LC # 2003
CIVIL ENGINEERING
TRANSPORTATION, C&E &
LANDSCAPE ARCHITECTURE



TREE PROTECTION PLAN
NORTH INTERCHANGE STORAGE
540 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY
HARRY NEWKIRK, P.E. # 62971 ON

PRINTED COPIES OF THIS
DOCUMENT ARE NOT CONSIDERED
SIGNED AND SEALED AND THE
SIGNATURE MUST BE VERIFIED ON
ANY ELECTRONIC COPIES.



HARRY H. NEWKIRK, P.E. # 62971

PROJECT No: 2022-101

DATE: JUNE 2022

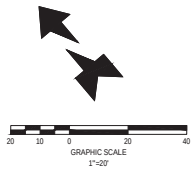
DESIGN BY: HHH

DRAWN BY: NWS

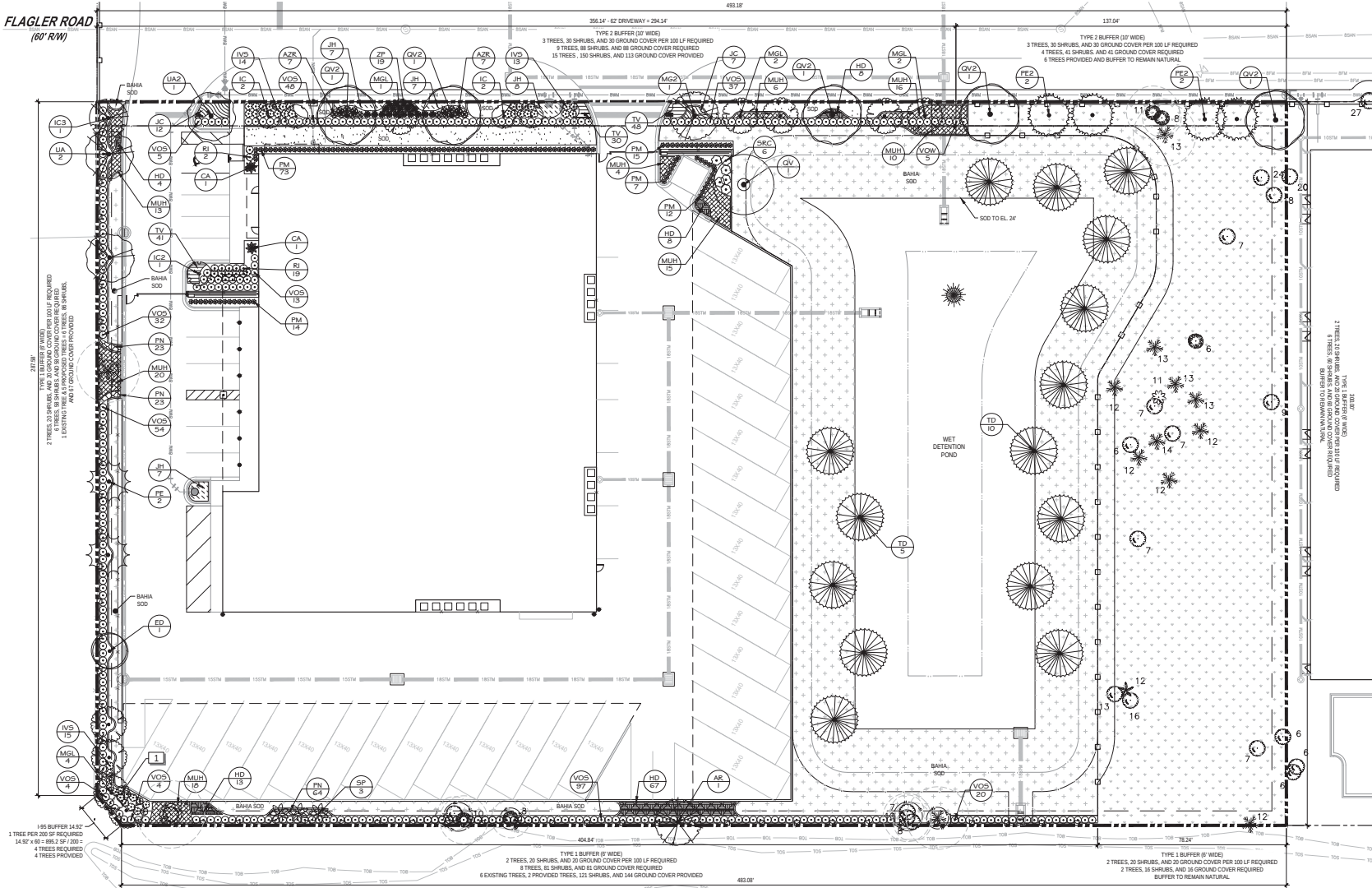
CHECKED BY: HHH

SCALE: 1" = 20'

DRAWING NUMBER



FLAGLER ROAD
(60' RW)



MINIMUM TREE RATIOS	
SITE AREA	147,892
BASED ON SITE AREA (1/1,500 S.F.)	99
LANDSCAPE AREA	53,704
BASED ON LANDSCAPE AREA (1/400 S.F.)	134
EXISTING PROTECTED TREES TO REMAIN	32
EXISTING SPECIMEN TREES TO REMAIN	5
TREES PROPOSED 2.5" CALIPER TREES (9 x 1 TREE CREDIT)	9
TREES PROPOSED 3.5" CALIPER TREES (23 x 2 TREE CREDITS)	46
TREES PROPOSED 4.5" CALIPER TREES (15 x 3 TREE CREDITS)	45
TOTAL TREES PROVIDED	137

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
[Symbol]	TREES FOR BUFFER HAVE BEEN MOVED TO ADJACENT BUFFER AS A RESULT OF SPACE RESTRAINTS.

ON-SITE TREE LEGEND

ASH TREE	[Symbol]
CEDAR TREE	[Symbol]
HACKBERRY TREE	[Symbol]
OAK TREE	[Symbol]
PALM TREE	[Symbol]
PINE TREE	[Symbol]

LEGEND

[Symbol]	ST. AUGUSTINE SOD
[Symbol]	BAHA SOD
[Symbol]	TREE PRESERVATION AREA

8.D.e

8.D.102	CITY COMMENTS
8.D.102	CITY COMMENTS

1230 North US1, Suite 3
Ormond Beach, Florida 32174
C.A. # 20009
L.C. # 2003
CIVIL ENGINEERING
TRANSPORTATION, C&E & LANDSCAPE ARCHITECTURE



LANDSCAPE PLAN
NORTH INTERCHANGE INDUSTRIAL
STORAGE
340 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY LAUREN ADAMS, P.E. # 16617278 ON 06/06/2022



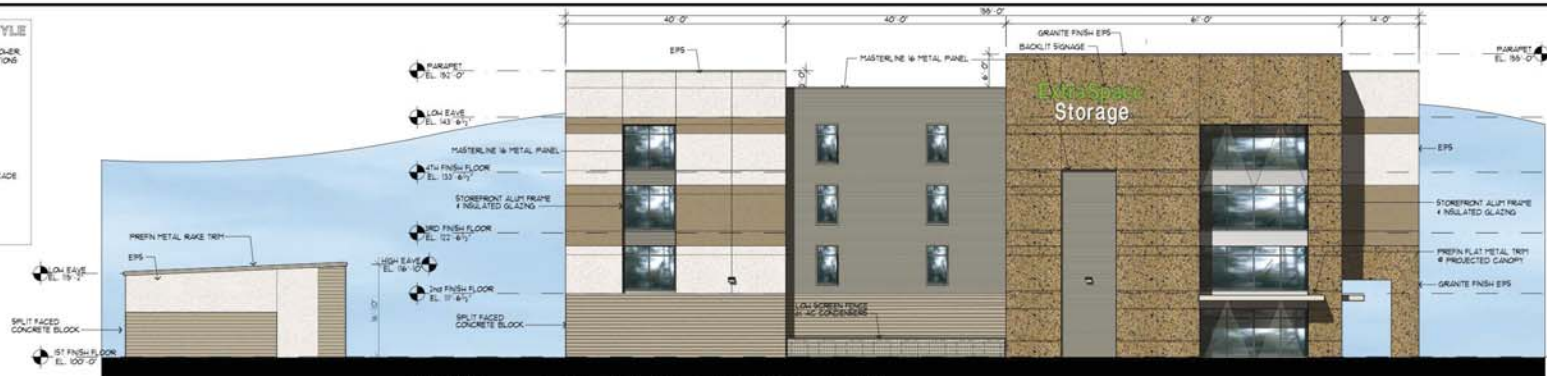
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT No: 2022-101
DATE: JUNE 2022
DESIGN BY: LAA
DRAWN BY: BWV
CHECKED BY: LAA
SCALE: 1" = 20'
DRAWING NUMBER

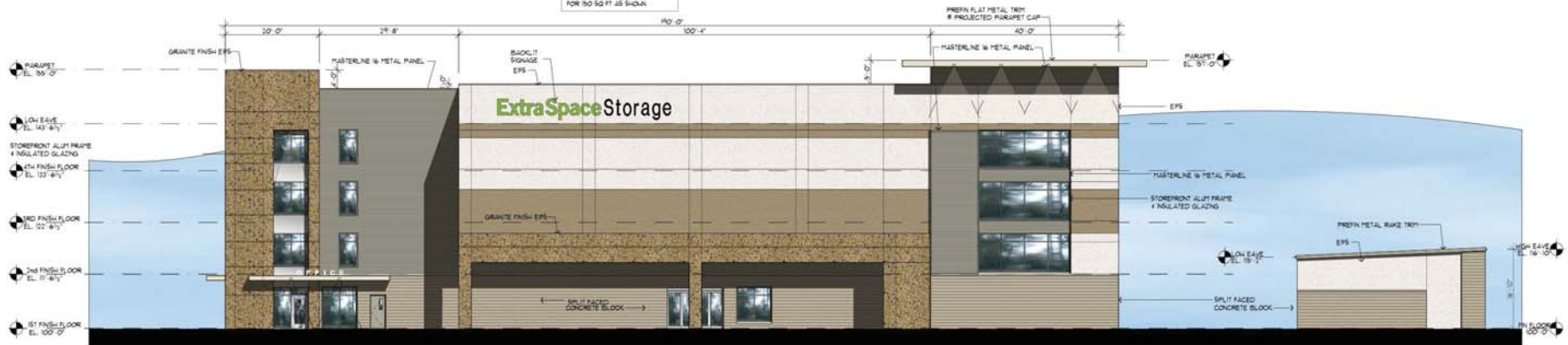
L1

NEO-ECLECTIC ARCHITECTURAL STYLE

1. A. HAVING BROKEN UP AT 40' OC, INCLUDES COLOR CHANGE, OVERHANGS, BUILDING WALL OFFSETS, TOWER VARIATION IN ROOF HEIGHT, PROJECTIONS AND RECESSED SECTIONS
1. B. EXTERIOR FINISH MATERIALS:
 - 1. INTEGRAL COLOR OR SPLIT FACED CMU
 - 2. EXTERIOR INSULATED FINISH SYSTEM
 - 3. CONCEALED FASTENER MBSI MASTERLINE & METAL PANEL
1. C. DOORS/ENTRANCES:
 - 1. SETBACK COVERED CANOPIES
1. D. ROOF:
 - 1. FLAT ROOF BY PARAPETS AND CORNICES
 - 2. VERT CHANGE IN 3' FROM DOMINANT ROOFLINE
 - 3. 1 PLANE CHANGE FROM DOMINANT ROOFLINE & PRIMARY FACADE
1. E. COLORS: EARTH TONES
2. BUILDING FACADES TO INCLUDE A REPEATING PATTERN WITHIN 3'
 - A. COLOR CHANGE
 - B. TEXTURE CHANGE
 - C. MATERIAL CHANGE



NORTH ELEVATION
 NORTH ELEVATION
 SIGNAGE CALCULATION
 75' LP FRONTAGE
 30 SQ FT + (125'-5") x 12.5 SQ FT
 WAIVER REQUESTED IN PBD
 FOR 30 SQ FT AS SHOWN
 SCALE: 3/32" = 1'-0"



WEST ELEVATION
 WEST ELEVATION
 SIGNAGE CALCULATION
 160' LP FRONTAGE
 30 SQ FT + (160'-3") x 10 SQ FT
 WAIVER REQUESTED IN PBD
 FOR 30 SQ FT AS SHOWN
 SCALE: 3/32" = 1'-0"

MATERIAL LEGEND

TAG	DESCRIPTION
A	EXTERIOR INSULATED FINISH SYSTEM DRYVIT 103 NATURAL WHITE
B	EXTERIOR INSULATED FINISH SYSTEM DRYVIT 38 MONSIEUR BROWN
C	GRANITE FINISH EPS 570 CREAMY GRANITE POLARIS
D	SPLIT FACED BLOCK w/ INTEGRAL COLOR & MATCHING PORTLAND LIMESTONE COLOR
E	CONCEALED FASTENER MBSI MASTERLINE & METAL PANEL JAW GRAY
F	PREFINISHED TRIM ALMOND



SOUTH ELEVATION
 SOUTH ELEVATION
 SIGNAGE CALCULATION
 75' LP FRONTAGE
 30 SQ FT + (125'-5") x 12.5 SQ FT
 WAIVER REQUESTED IN PBD
 FOR 30 SQ FT AS SHOWN
 SCALE: 3/32" = 1'-0"

8-23-22

ISSUE DATE
 SUBMITAL 8-28-2023
 8-27-2023
 8-23-2022

STORAGE BUILDING
 RV/BOAT STORAGE
 FLAGLER ROAD AT ROSEMARY STREET
 ORMOND BEACH, FLORIDA 32174

**Kaufman
 Design
 Group**

ARCHITECTURE

12371 E. LINCOLN CT.
 WICHITA, KS 67207
 (316) 618-0448
 (316) 618-0448 fax
 skaufman@cox.net

SHEET TITLE
 EXTERIOR ELEVATIONS

SHEET NUMBER

A2

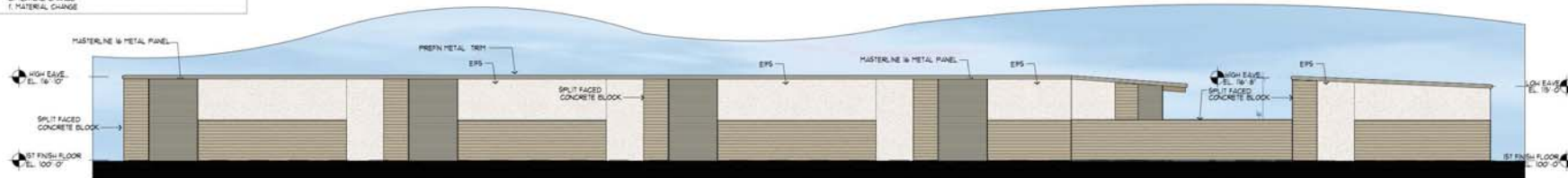
OF SHEETS



EAST ELEVATION

scale 3/32" = 1'-0"

NEO-ECLECTIC ARCHITECTURAL STYLE
 1. EXTERIOR FINISH MATERIALS
 INTEGRAL COLOR SPLIT FACED CMU
 EXTERIOR INSULATED FINISH SYSTEM
 CONCEALED FASTENER HBC MASTERLINE & METAL PANEL
 2. BUILDING FACADES TO INCLUDE A REPEATING PATTERN WITH
 A. COLOR CHANGE
 B. TEXTURE CHANGE
 C. MATERIAL CHANGE



SOUTH ELEVATION RV/BOAT CANOPY

scale 3/32" = 1'-0"



EAST ELEVATION RV/BOAT CANOPY

scale 3/32" = 1'-0"

8-23-22

ISSUE DATE
 SUBMITTAL 8/24/2023
 8/25/2022
 8/23/2022

STORAGE BUILDING
 RV/BOAT STORAGE
 FLAGLER ROAD AT ROSEMARY STREET
 ORMOND BEACH, FLORIDA 32174

**Kaufman
 Design
 Group**

ARCHITECTURE

12371 E. LINCOLN CT.
 WICHITA, KS 67207
 (316) 618-0448
 (316) 618-0048 fax
 skaufman@cox.net

SHEET TITLE
 EXTERIOR ELEVATIONS

SHEET NUMBER

A3

OF SHEETS



DRAFT Planning Board Minutes

September 8, 2022

North Interchange Planned Business Development

VII. PUBLIC HEARINGS

- B. PBD 2022-075(A): 520 & 540 Flagler Road, North Interchange Zoning Map Amendment from B-7 (Highway Tourist Commercial) to Planned Business Development
- C. PBD 2022-075(B): 520 & 540 Flagler Road, North Interchange Issuance of Development Order

Mr. Steven Spraker, Planning Director, explained that items “B” and “C” would be presented together and would require separate votes by the Planning Board. Mr. Spraker states that there were two (2) requests: (1) a zoning map amendment and (2) the issuance of a development order. He showed the location of the properties as 520 and 540 Flagler Road along with surrounding properties.

The zoning map amendment seeks an amendment from B-7 (Highway Tourist Commercial) to PBD (Planned Business Development). This amendment does not approve any specific development approval, but instead a framework for these zoning actions.

Mr. Spraker stated the issuance of the development order would provide a site-specific development approved. He reviewed the property at 520 Flagler Road. Mr. Spraker showed the two (2) buildings proposed each of 11,999 square feet, the landscape buffer, stormwater, and Flagler Road improvements. The proposed use is an industrial flex space, such as contractor’s office and storage or a storage area. Mr. Spraker reviewed the site plan for 540 Flagler Road that includes a four-story indoor self-storage facility of 110,600 square feet and

28 RV and boat parking spaces. Mr. Spraker continued to show the Flagler Road improvements, stormwater and landscaping areas.

Mr. Spraker used the PowerPoint presentation to describe the Planned Business Development requests:

1. Allowance for the following uses: (a) Warehouse, Business, (b) Warehouse, Storage, (c) RV/Boat storage, (d) Outdoor storage, and (e) Warehouse mini-rental. Mr. Spraker indicated staff was supportive of this request.
2. Signage: The project is seeking an additional wall sign and additional allowable square footage. The project is allowed one wall sign of 92.5 square feet and seeks three (3) wall signs to total 450 square feet. Mr. Spraker indicated staff recommended a total of two (2) wall signs to total 200 square feet.
3. Architecture: To allow metal exterior surface areas. Mr. Spraker showed the architectural elevations and indicated staff was supportive of this request.
4. Buffer encroachment: The project abuts I-95 right-of-way for 14.92 feet. By touching the I-95 right-of-way, a 60' Greenbelt buffer is required. The applicant is seeking to reduce the landscape requirement to 10' landscape buffer. Mr. Spraker indicated staff was not supportive of this request.

Mr. Spraker reviewed the public benefits provided for the project that includes road construction, drainage for roadways, increased landscape buffer widths, and utility improvements. Mr. Spraker concluded with a summary of the PBD requests, the applicant's requests and SPRC staff recommendation. Mr. Spraker stated that the tentative City Commission dates are October 18, 2022 and November 1, 2022.

Ms. Shull asked Mr. Spraker to show a 60' landscape buffer from I-95 on an aerial. Mr. Spraker showed the site plan and the buffer impact. Ms. Shull inquired where the 60' buffer would be measured from. Mr. Spraker stated it would be measured from the 14.92' where the property abuts I-95. Mr. Spraker stated that a buffer reduction is within the Board's discretion.

Ms. Shull asked if RV and boat storage would include 18 wheelers. Mr. Spraker stated that the intent was not to allow 18 wheelers. City Attorney Hayes added that an 18-wheeler truck would be not classified as a recreational vehicle and would not be allowed.

Chairman Briley asked if these two items should be voted on separately. Mr. Spraker confirmed that the two items could be discussed together and voted on separately.

Ms. Shull stated that she read a car wash was included and asked for clarification. Mr. Spraker stated that there was no car wash proposed and this was a mistake in the staff report.

Harry Newkirk, Newkirk Engineering, 1230 North U.S. Highway 1 thanked members of the Site Plan Review Committee. Mr. Newkirk detailed the project as follows:

- Parcel 1 (2.336 acres): Propose two (2) 11,999 sf industrial warehouse flex space buildings. Building located 376 feet from US 1 and 329 feet from Broadway Avenue. No environmental issues, no wetlands and not in the floodplain.

- Parcel 2 (3.395 acres): Propose 4-story, 110,900-square-foot indoor self-storage facility with 28 RV and boat storage spaces covered on 3-sides. Building located 376 feet from US 1. No environmental issues, no wetlands and not in the floodplain.

Mr. Newkirk stated that both sites are fully engineered with outside agency permitting occurring. He detailed the site plans for both parcels and explained the natural preservation areas. Mr. Newkirk explained the roadway improvements that the project will construct including sidewalks and drainage improvements. The RV and Boat storage will be enclosed on three sides. The four-story building is seeking exposure to the I-95 roadway. Mr. Newkirk stated that the signage on the self-storage building is critical.

Mr. Newkirk reviewed the first waiver of the proposed uses. He stated one benefit of these uses are low traffic generation. Mr. Newkirk stated the project generated 444 average daily trips with 39 occurring in the AM peak hour and 52 trips occurring in the PM peak hour. He stated that other uses allowed in the B-7 zoning district could have three to four times of traffic than the proposed use.

Mr. Newkirk reviewed the second waiver of building architecture. He stated that the building is Neo-Eclectic that proposes the use of metal panels. Mr. Newkirk stated that the metal panels have come a long way in appearance.

Mr. Newkirk reviewed the third waiver of three (3) wall signs to total 450 square feet on three (3) building sides. The north side faces Flagler Road which would provide some visibility from U.S. 1. The other two (2) sides face I-95 and differ from a similar project along Interchange Boulevard. Mr. Newkirk stated that the orientation of I-95 would require the two signs in order to be seen by north and south bound traffic. Mr. Newkirk reviewed the elevations and features of the RV and boat storage. Mr. Newkirk reviewed pictures of the I-95 right-of-way and overpass and stated that the storage location along a railroad is a good use of the land.

Mr. Newkirk reviewed the fourth waiver of the landscape buffer of 60'. He stated that the south property line has 483 linear feet of a six (6') foot landscape buffer and then the property hits a 14.92' area that abuts I-95. The north property line of 288 linear feet also has a six (6') foot landscape buffer. Mr. Newkirk stated that it did not make sense to have a 60' landscape buffer for 14.92 feet. The 60' would have a big impact on the site design. Mr. Newkirk showed an exhibit stating that the buffer would impact the drive aisle and four RV and boat parking spaces with minimal benefit because of the railroad and I-95 right-of-way buffer. For screening, the RV and boat spaces will have three sides of screening and additional landscaping. There is no effort to get out of planting trees or providing landscaping, but the reduced buffer width is important to the site design. The RV and boat spaces building will act as a screening wall.

Mr. Newkirk detailed the public benefits that includes:

1. Developer to extend Flagler Road (City ROW) to Rosemary Street (Volusia County ROW).
2. Provide paved access to public lift station, currently dirt road access.
3. Extend Rosemary Street to Flagler Road.
4. Existing Rosemary Street to be milled and overlayed to repair asphalt depressions and rutting.

5. Increase width of the existing Flagler Road from 21-feet to 24-feet.
6. Developer to provide drainage for Flagler Road and will continue to maintain the stormwater facility that supports Flagler Road ROW. Currently there is no existing drainage in place for Flagler Road.
7. Install drainage swales for Rosemary Street. Currently there is no drainage in place.
8. Provide enhanced landscape buffers along Flagler Road ROW.
9. Install 1,400 linear feet (LF) of 8-inch water main loop connection from Rosemary Street to Flagler Road. This will increase water pressure for the overall interchange area.

Mr. Jorczak questioned the size and movement ability of RVs to park in the storage spaces. Mr. Newkirk provided the turning movements and size of the proposed RVs. Mr. Newkirk verified that RVs will drive forward and back into the storage spaces.

Mr. Jorczak asked of the impact to the site design if a 60' landscape buffer abutting I-95 was required. Mr. Newkirk stated the 60' landscape buffer abutting I-95 would impact the drive aisle, self-storage building, and four RV and boat parking spaces. A discussion of options for the landscape buffer abutting I-95 occurred.

Mr. Jorczak asked Mr. Spraker the significance of the 60' landscape buffer abutting I-95. Mr. Spraker stated that the buffer is a requirement of the Land Development Code. SPRC staff does not believe that a buffer reduction is within their scope of power, but is within the scope of the Planning Board and City Commission if they believe that the waiver is appropriate. The Planning Board has flexibility to grant the entire waiver or some waiver less than the requested ten (10') landscape buffer.

Ms. Shull inquired about the water main. Mr. Spraker stated that the project would construct a potable water main that would loop the U.S. 1 water line providing improved water pressure in this area. Ms. Shull inquired to the project drainage. Mr. Newkirk stated that there are two (2) wet detention ponds that are designed for the site and the roadway drainage for Flagler Road. Mr. Newkirk stated that the properties discharge less volume and rate than the existing undeveloped site conditions to the railroad tracks. Mr. Newkirk stated that this would be a stormwater improvement for the area.

Ms. Tolland asked why 52 parking spaces were needed for the flex space site at 520 Flagler Road instead of the required 37. Mr. Newkirk stated that the flex space is designed business warehouse uses that may have offices or employees that may have additional parking requirements. Ms. Tolland clarified that the flex space could have businesses which Mr. Newkirk confirmed.

Mr. Scudiero encouraged the project to do whatever they could to remove the storage of semi-trucks in the area.

Chairman Briley asked if the RV and boat storage area would have electrical service. Mr. Newkirk confirmed that electrical and water service would be available.

Mr. Jorczak asked if the RV and boat storage area would have a sewer dump station. Mr. Newkirk stated that the project would not have any sewer dump stations.

Mr. Jorczak inquired if the requested signage was to gain visibility to I-95. Mr. Newkirk confirmed that they are seeking visibility to I-95 and two signs were needed for I-95

exposure. He added the 150 square foot size sign fronting Flagler Road is designed to provide exposure to U.S. 1. Mr. Newkirk stated offsite signage was not a possibility. Mr. Newkirk emphasized that the signage was a big deal to let the public know of the use by the railroad.

Mr. Briley stated he understood why the signage was being sought.

Mr. Scudiero motioned to approve PBD 2022-075(A): 520 & 540 Flagler Road, North Interchange Zoning Map Amendment from B-7 (Highway Tourist Commercial) to Planned Business Development (PBD). Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-0).

Mr. Scudiero motioned to approve PBD 2022-075(B): 520 & 540 Flagler Road, North Interchange Issuance of a Development Order, Mr. Jorczak seconded it.

Mr. Scudiero stated that none of the requests were out of line and there are significant public benefits. Mr. Scudiero emphasized the roadway improvements.

Ms. Tolland agreed that the location is perfect for this use. Ms. Tolland stated she agreed with staff on the wall signage (two signs) and stated people on I-95 likely would not care if there is a self-storage facility here. Ms. Tolland expressed concern with the buffer waiver request. Ms. Tolland expressed appreciation on the roadway improvements.

Mr. Briley asked if Board members has any concerns on the uses. There were no concerns expressed.

Mr. Briley asked for direction on the number of signs. Board members Tolland, Shull, and Jorczak stated that they would recommend two (2) signs.

City Attorney Hayes recommended each item be voted upon individually.

Item #1: Uses. Ms. Tolland motioned to approve the uses of PBD 2022-075(B): 520 & 540 Flagler Road, North Interchange Issuance of a Development Order as presented. Mr. Scudiero seconded it. Vote was called, and the motion was approved (5-0).

Item #2: Signage. Ms. Tolland motioned to approve signage as recommended by staff (2 wall signs to total 200 square feet) for PBD 2022-075(B): 520 & 540 Flagler Road, North Interchange Issuance of a Development Order, Ms. Shull seconded it. Vote was called, and the motion was approved (3-2), with Mr. Scudiero and Chairman Briley voting against.

Ms. Tolland asked for a description of the building architecture. Mr. Newkirk provided an overview of the building architecture including the exterior surfaces.

Item #3: Building Architecture. Mr. Scudiero motioned to approve the building architecture PBD 2022-075(B): 520 & 540 Flagler Road, North Interchange Issuance of a Development Order as presented by staff, Ms. Tolland seconded it. Vote was called, and the motion was approved (5-0).

Mr. Scudiero stated he sees both sides of the landscape buffer issue and the site is an industrial area abutting a railroad and interstate. Mr. Scudiero stated he is willing to be flexible. Ms. Tolland stated that she would go with the 60' landscape buffer requirement. Ms. Shull stated that she would seek the 60' landscape buffer requirement because the I-95 overpass is higher.

Mr. Spraker stated that the exhibit shown by Mr. Newkirk was the first time had seen the full 60' landscape buffer on the site plan. As an alternative, a compromise would be to take the two RV and boat parking spaces next to I-95 and require that these be landscape area. Mr. Spraker stated while this may not be the full 60' landscape buffer, it would serve the landscape purpose and not dramatically alter the proposed site plan. There was a concern of impacting the drive aisle with the landscape buffer requirement.

Ms. Shull asked how this would be made into a motion. Mr. Spraker stated that the two parking spaces could be called out to be converted to landscape area, approximately 30' in distance. The applicant's buffer exhibit was discussed by the Planning Board.

Item #4: I-95 Landscape Buffer Encroachment. Ms. Shull motioned to amend PBD 2022-075(B): 520 & 540 Flagler Road, North Interchange Issuance of a Development Order, from 60'to 30' impacting two RV and boat parking spaces abutting the I-95 property line. Ms. Tolland seconded it. Vote was called, and the motion was approved (5-0).

A vote was called on the underlying motion. Mr. Jorczak motioned to approve PBD 2022-075(B): 520 & 540 Flagler Road, North Interchange Issuance of a Development Order, Mr. Scudiero seconded it. Vote was called, and the motion was approved (5-0).



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: October 18, 2022

Subject: Second Amended ISBA Zoning Map Amendment

Commission Goal: Community Development - Other

Introduction

This is an administrative request to amend the City's Official Zoning Map to include the eight (8) properties in the Second Amended North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA) area. The proposed zoning amendment is a result of the amendments to the City of Ormond Beach Comprehensive Plan that implemented the provisions of the Second Amended ISBA between the City of Ormond Beach and Volusia County. The amendment seeks a Zoning Map Amendment for 8 properties totaling approximately 5.7 acres from Volusia County R-4 (Urban Single-Family Residential) to Ormond Beach R-3 (Single-Family Medium Density).

Background

The City Commission adopted the Second Amended North U.S. Highway 1 ISBA on December 7, 2021, with Ordinance No. 2021-43. To implement the terms of the expanded ISBA area, the City amended the Comprehensive Plan on August 3, 2022 per Ordinance 2022-18. The purpose of this map amendment is to assign appropriate zoning classifications to the 8 properties in the Second Amended North U.S. Highway 1 ISBA area as the result of the Comprehensive Plan amendments. The 8 properties are unincorporated and not included in the proposed RidgeHaven Subdivision. This amendment to the City's Official Zoning Map does not include any plans for new development. Any further site development will require review in compliance with the Land Development Code.

Discussion

The City initiated zoning application is required by Florida Statutes and the City's Land Development Code to be consistent with the Future Land Use designation of the property. Staff reviewed the Future Land Use and Zoning compatibility and compared the Volusia County existing zoning classification and City designation. Based on

allowable uses, dimensional standards, and density, it was determined that the city's R-3 was the most similar to the county's R-4 designation. Seven of the parcels are undeveloped vacant residential land and one parcel is developed with a single-family home.

Planning Board Review

On September 8, 2022, the Planning Board heard the subject request and recommended approval of the rezoning by a 5-0 vote. Mr. Luis Rodriguez, one of the eight property owners, located at 1155 Plantation Oaks Boulevard spoke. He wanted to state on record his concerns regarding retaining current rights he has in the unincorporated area. Those concerns were: annexation requirements, being required to connect to City water and/or sewer, the continuation of nonconforming uses/structures, and the RidgeHaven Subdivision buffer. Staff provided Mr. Rodriguez a response electronically and also, gave him a hardcopy letter at the Planning Board meeting on September 8, 2022. There were no further comments from the public.

Budget Impact

There is no budget impact as a result of this amendment.

Citizen Impact

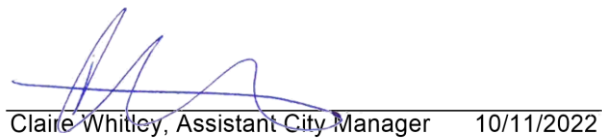
There is no citizen impact and this amendment is needed to ensure the consistency between the land use and zoning and implement the terms of the Second Amended North U.S. Highway 1 ISBA.

Recommendation

It is recommended that the City Commission approve the zoning map amendment for the Second Amended North U.S. Highway 1 ISBA Area as a result of the adoption of the amendments to the City of Ormond Beach Comprehensive Plan which implemented the terms of the North U.S. Highway 1 ISBA. The proposed Zoning Map Amendment includes eight properties totaling approximately 5.7 acres, from Volusia County R-4 (Urban Single-Family Residential) to Ormond Beach R-3 (Single-Family Medium Density).

Attachments:

- 22-36 2nd Amended ISBA ZMA (P22-0159G) (PDF)
- Exhibit A - Maps 1, 2 and 3 (PDF)
- Exhibit B - 2nd Amended ISBA proposed zoning map (PDF)
- Exhibit C - 2nd Amended ISBA (PDF)
- 09.08.22 Draft Planning Board Minutes ISBA Zoning Map Amend Excerpt (PDF)
- RZ 22-081 N US 1 ISBA, Zoning Map Amendment, PB Staff Report (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 9/22/2022
Claire Whitley, Assistant City Manager 10/11/2022**APPROVED BY:**
Joyce A. Shanahan, City Manager 10/12/2022

ORDINANCE NO. 2022-36

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE REAL PROPERTY AS A RESULT OF THE COMPREHENSIVE PLAN AMENDMENTS THAT IMPLEMENTED THE PROVISIONS OF THE SECOND AMENDED INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE COUNTY OF VOLUSIA; AUTHORIZING REVISION OF THE OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach adopted an Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on August 19, 2014, effective August 28, 2014, (recorded at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida) for the North US Highway 1 area depicted in Exhibit "A" Map 1 attached hereto, and incorporated herein by reference; and

WHEREAS, the City of Ormond Beach adopted an amended Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on August 20, 2019, effective October 11, 2019, (recorded at Book 7758, Pages 4680 through 4683 of the Public Records of Volusia County, Florida) for the North US Highway 1 amended area depicted in Exhibit "A" Map 2 attached hereto, and incorporated herein by reference; and

WHEREAS, the City of Ormond Beach adopted a second amended Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on December 7, 2021, effective March 30, 2022, (recorded at Book 8228, Pages 1974 through 1978 of the Public Records of Volusia County, Florida) for the North US Highway 1 amended area depicted in Exhibit "A" Map 3 attached hereto, and incorporated herein by reference; and

WHEREAS, in accordance with the ISBA and Section 171.203(9), *Florida Statutes*, the City of Ormond Beach adopted amendments to the Future Land Use map of the City’s Comprehensive Plan on August 3, 2022, by Ordinance 2022-18; and

WHEREAS, as a result of the adoption of Ordinance 2022-18, the City of Ormond Beach Official Zoning Map designation of real property must be changed from Volusia County to Ormond Beach zoning designations as depicted in Exhibit “B” Zoning Map attached hereto and incorporated herein by reference; and

WHEREAS, the Planning Board held a public hearing regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(3), of the *Land Development Code*, and

WHEREAS, the City Commission held a public hearing regarding this matter as required by Section 166.041(3)(c)(1), *Florida Statutes*, and

WHEREAS, all applicable legal notice requirements have been complied with, and

WHEREAS, the City Commission finds the proposed rezoning to be consistent with the Future Land Use Element, and the Future Land Use Map, of the City’s adopted *Comprehensive Plan*, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Paragraph C, Official Zoning Map, of Section 2-01, Established, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida is hereby amended by amending the Official Zoning Map, which is part of the said *Land Development Code*, to change real property as depicted in Exhibit “B” attached hereto and incorporated herein by reference.

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. This Ordinance shall be effective immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 18th day of October, 2022.

PASSED UPON at the second and final reading of the City Commission, this 1st day of November, 2022.

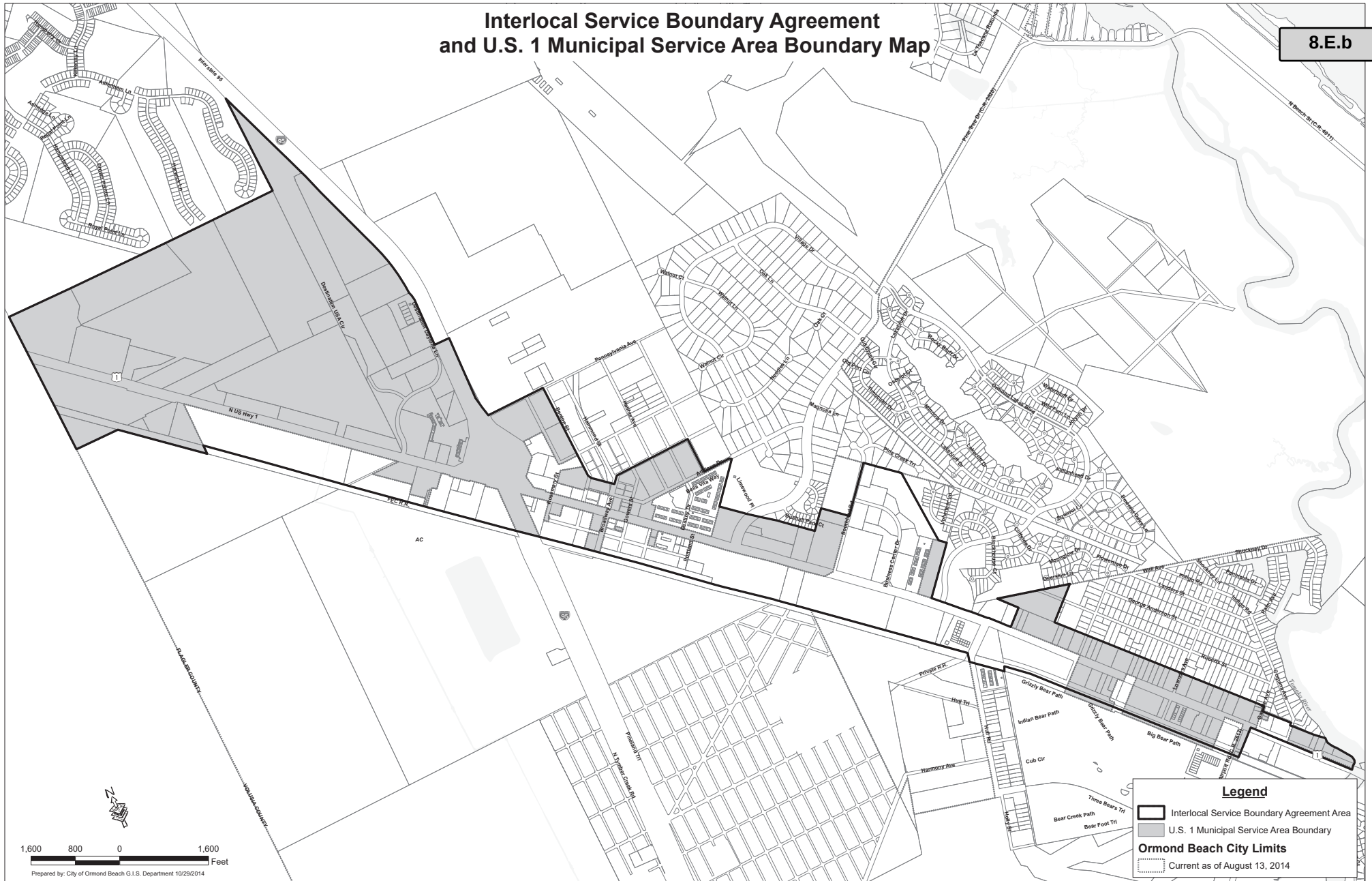
BILL PARTINGTON
Mayor

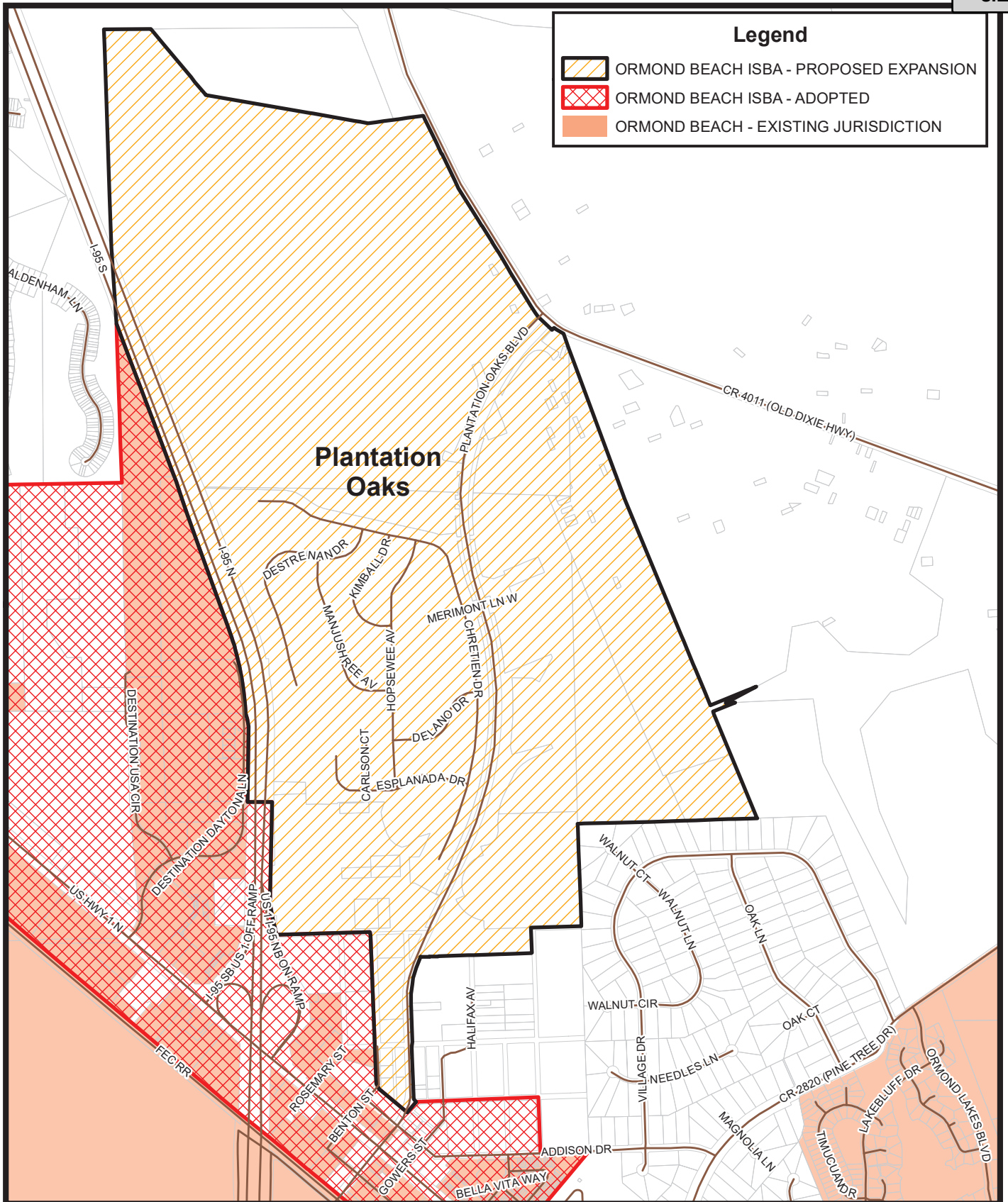
ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Interlocal Service Boundary Agreement and U.S. 1 Municipal Service Area Boundary Map

8.E.b





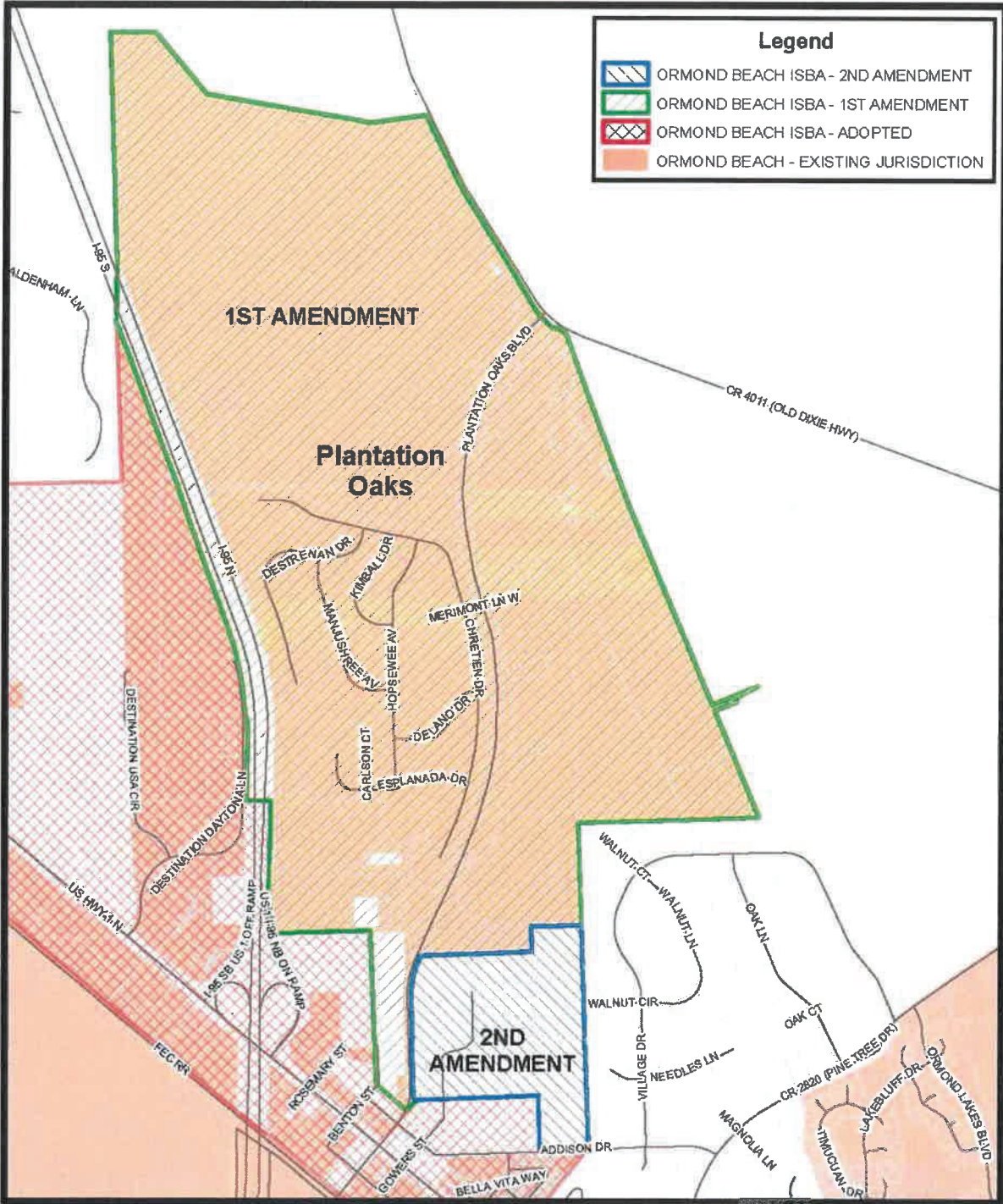
**ORMOND BEACH ISBA
PLANTATION OAKS ADDITION - MAP 2**

Prepared By: The City of Ormond Beach
G.I.S. Department - June 5, 2019



1 inch = 1,600 feet

MAP 3



**ORMOND BEACH ISBA
RIDGE HAVEN ADDITION**

Prepared By: The City of Ormond Beach
G.I.S. Department - September 28, 2021



1 inch = 1,600 feet



Second Amended ISBA Existing and Proposed Zoning Map

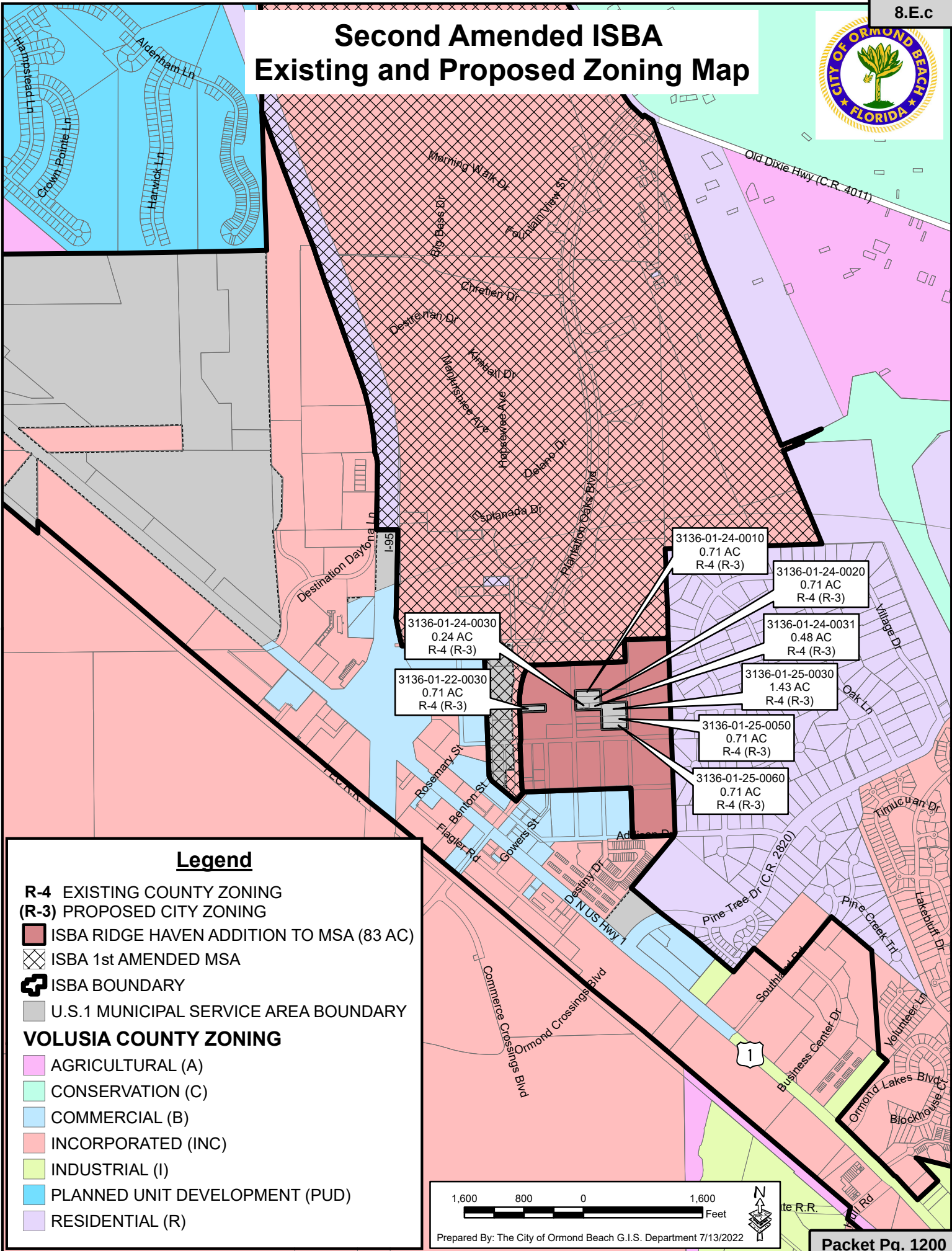


EXHIBIT "C"

SECOND AMENDED INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND COUNTY OF VOLUSIA

This Second Amended Interlocal Service Boundary Agreement ("Second Amended Agreement") is made and entered into this 15th date of March, ~~2021~~ 2022 by and between the City of Ormond Beach ("City") and County of Volusia ("County"), sometimes herein referred to as "Party" or "Parties" as the context requires.

WHEREAS, the City and County entered into an Interlocal Service Boundary Agreement, inclusive of a Planning and Service Delivery Sub-Agreement, dated August 28, 2014 and recorded in Official Records Book 7026, Pages 876 et. seq., Public Records of Volusia County, Florida ("2014 ISBA"); and

WHEREAS, the 2014 ISBA established a Municipal Service Area ("MSA") and Joint Planning Area ("JPA") as depicted on Map 1 thereto; and

WHEREAS, the City of Ormond Beach and County of Volusia, authorized the First Amended Interlocal Service Boundary Agreement between the City of Ormond Beach and County of Volusia, dated August 20, 2019 and recorded on Official Records Book 7758, Pages 4680, et. seq, of the Public Records of Volusia County, Florida; and

WHEREAS, the City and County desire to amend the 2014 ISBA and the 2019 First Amended Interlocal Service Boundary Agreement for the purpose of expanding the boundaries of the MSA and JPA; and

WHEREAS, the 2014 ISBA authorizes amendments to the agreement based upon the mutual consent of the Parties; and

WHEREAS, this Second Amended Agreement is entered into in accordance with the authority provided by Article VIII of the Florida Constitution, and Chapters 125, 163, 166, 171 and 180 of the Florida Statutes, as well as the 2014 ISBA.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Second Amended Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

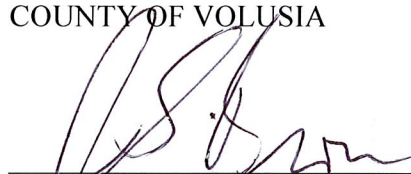
1. The foregoing recitals are incorporated herein and are a material part of this Second Amended Agreement.
2. The MSA and JPA as shown and depicted on Map 1 of the 2014 ISBA and amended with Map 2 of the 2019 First Amended Interlocal Service Boundary Agreement is hereby modified and enlarged to include the area shown and depicted on Map 3 to this Second Amended Agreement.
3. The terms and conditions of the 2014 ISBA as recorded in Official Records Book 7026, Pages 876 et. seq., Public Records of Volusia County, Florida, are hereby restated and incorporated herein and remain in full force and effect. Every reference to Map 1 in the 2014 ISBA and Map 2 of the 2019 First Amended Interlocal Service Boundary Agreement shall be construed to also include the expanded MSA and JPA depicted in Map 3 to this Second Amended Agreement.
4. The governing bodies of the City and County shall approve this Second Amended Agreement by ordinance, consistent with the manner of adoption of the 2014 ISBA.
5. This Second Amended Agreement shall become effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County, Florida.

IN WITNESS WHEREOF, each of the undersigned has executed this Second Amended Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the ordinance by which each party approved and adopted this Second Amended Agreement.

ATTEST:

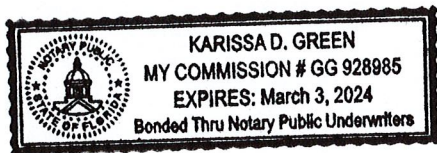

George Recktenwald
County Manager

COUNTY OF VOLUSIA


Jeff Brower Jeffrey S. Brower
County Chair

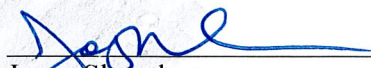
STATE OF FLORIDA
COUNTY OF VOLUSIA

Jeffrey S. The foregoing instrument was acknowledged before me this 15th day of March, 2022, by Jeff Brower and George Recktenwald, as County Chair and County Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the County. They are personally known to me.




NOTARY PUBLIC

ATTEST:

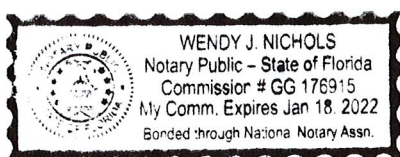

Joyce Shanahan
City Manager

CITY OF ORMOND BEACH


Bill Partington
Mayor

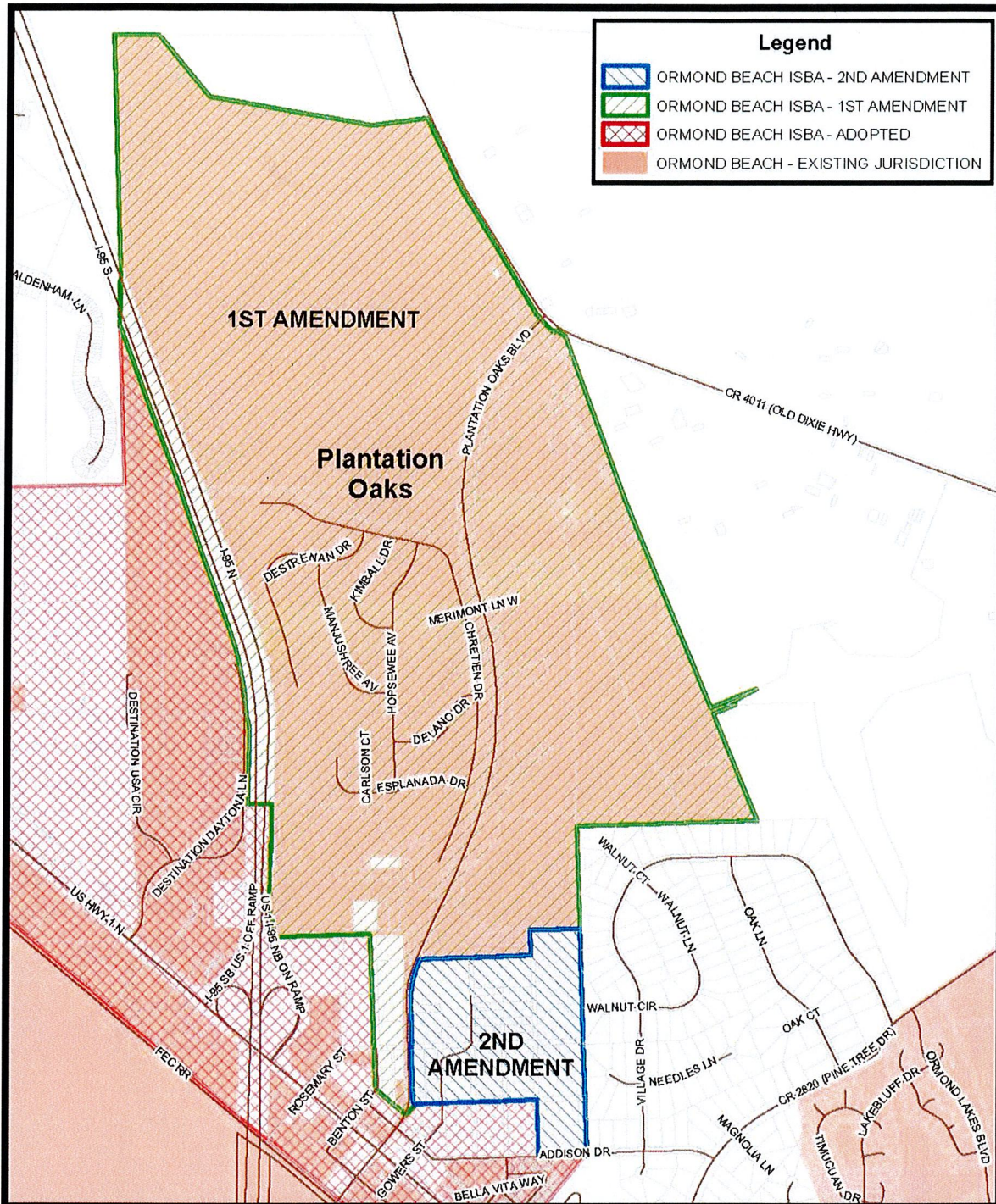
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7 day of Dec, 2021, by Bill Partington and Joyce Shanahan, as Mayor and City Manager, respectively, on behalf of the City of Ormond Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the City. They are personally known to me.




NOTARY PUBLIC

MAP 3



**ORMOND BEACH ISBA
RIDGE HAVEN ADDITION**

Prepared By: The City of Ormond Beach
G.I.S. Department - September 28, 2021



1 inch = 1,600 feet

M I N U T E S
ORMOND BEACH PLANNING BOARD
Regular Meeting

September 08, 2022

6:00 PM

City Commission Chambers
 22 South Beach Street
 Ormond Beach, FL 32174

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, SAID PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PERSONS WITH A DISABILITY, SUCH AS A VISION, HEARING OR SPEECH IMPAIRMENT, OR PERSONS NEEDING OTHER TYPES OF ASSISTANCE, AND WHO WISH TO ATTEND CITY COMMISSION MEETINGS OR ANY OTHER BOARD OR COMMITTEE MEETING MAY CONTACT THE CITY CLERK IN WRITING, OR MAY CALL 677-0311 FOR INFORMATION REGARDING AVAILABLE AIDS AND SERVICES.

I. ROLL CALL

Members Present

Doug Thomas (absent)
 G.G. Galloway (absent)
 Al Jorczak
 Mike Scudiero
 Angeline Shull
 Lori Tolland
 Harold Briley, Chair

Staff Present

Steven Spraker, Planning Director
 Becky Weedon, Senior Planner
 Randy Hayes, City Attorney
 Marcella Miller, Recording Technician

II. INVOCATION

Mr. Jorczak led the invocation.

III. PLEDGE OF ALLEGIANCE

IV. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 9:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 9:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

D. RZ 2022-81: Second Amended ISBA Zoning Map Amendment

Ms. Weedo, Senior Planner, explained the administrative request to amend the City's Official Zoning Map to include the eight (8) properties totaling approximately 5.7 acres from Volusia County R-4, Urban Single-Family Residential to Ormond Beach R-3, Single-Family Medium Density. She continued that eight (8) properties are unincorporated and were not included in the proposed RidgeHaven Subdivision.

Ms. Weedo stated prior to this zoning amendment, the City Commission adopted the Second Amended Interlocal Service Boundary Agreement (ISBA) between the County and the City which expanded the Municipal Service Area consisting of unincorporated land governed by the City. Ms. Weedo continued on August 3, 2022, the City Commission adopted the Comprehensive Plan amendment changing the County "Urban Medium Intensity" to City "Medium Density Residential". Ms. Weedo concluded that now that the eight (8) properties have a city future land use designation, a city zoning district needs to be assigned.

Ms. Weedo explained that an analysis was performed including the review of City Zoning Districts compatible with the adopted City Future Land Use and a comparison of the County and City zoning districts. Ms. Weedo stated the City R-3 was determined to be most compatible and similar based on:

1. Similar setback requirements;
2. Uses; and
3. Minimum lot size and density allowances.

Ms. Weedo stated it is recommended that the Planning Board approve the proposed Zoning Map amendment from Volusia County R-4 to City R-3 consistent with the City's Comprehensive Plan Future Land Use designation as detailed in the Staff Report. She concluded that it is anticipated that the amendments will be heard by the City Commission for first reading on October 18th with the second reading tentatively on November 1st.

Ms. Shull asked if these property owners knew that this action was occurring. Ms. Weedo stated that the property owners have been notified.

Ms. Weedo stated that she had a phone conversation with Mr. Rodriguez. Mr. Rodriguez wanted to express his concern being located in the unincorporated area in the ISBA.

Mr. Luis Rodríguez, 1155 Plantation Oaks Boulevard, stated he was one of the parcels being discussed. Mr. Rodríguez thanked the Planning Board for their service. He stated that he understands that building has to happen, but he has been spoiled with no neighbors with deer and turkey in the area. Mr. Rodríguez expressed concerns with the rezoning and wanted to make sure the property and structures that exists will be grandfathered in with this change. Mr. Rodríguez stated he understood that the property is unincorporated Volusia County and city zoning is to be applied. He wanted to ensure any existing structures can remain.

Mr. Rodríguez expressed concern that new residents of the proposed subdivision may call and state that they do not like the color of a building. Mr. Rodríguez stated that Ms. Weedo provided assurance that existing structures can remain.

Mr. Rodríguez stated that the property has well and septic services that have recently been completed. He stated that he does not intend on connection to city water or sewer. Mr. Rodríguez stated if a utility does go bad would he have the freedom to apply for another well or septic tank without being required to connect to city services should something happen. Mr. Rodríguez questioned if the existing freedoms that he has today would continue with city zoning.

Mr. Rodríguez expressed concern regarding the RidgeHaven subdivision grade elevations. He also inquired about the buffer zone (30' was stated to him) from his home to the RidgeHaven subdivision.

Ms. Weedo stated since the telephone conversation this afternoon, a response letter was drafted for Mr. Rodríguez. Ms. Weedo stated that Mr. Rodríguez inquired if he would be forced to annex. Ms. Weedo stated that he will not be required to annex. Ms. Weedo stated that the city will not force utility connection. Ms. Weedo added the well and septic permits would be issued by the Florida Health Department. Ms. Weedo reviewed the non-conforming structure provisions of the Land Development Code.

Chairman Briley questioned if he connected to water or sewer, would annexation be required. Ms. Weedo responded that a utility connection would require annexation. Mr. Briley stated that the state permitting agency could require utility connection if a new permit is required for a well or septic service. Mr. Spraker confirmed the state could require a connection to city services.

Mr. Jorczak motioned to approve RZ 2022-81: Second Amended ISBA Zoning Map Amendment. Ms. Tolland seconded it. Vote was called, and the motion was approved (5-0).

E. LUPA 2022-094: Comprehensive Plan Text Amendment to Coastal Management Element

Ms. Becky Weedo, Senior Planner, stated this is an administrative request to approve a Comprehensive Plan Amendment through the Expedited State Review process, amending the Coastal Management Element adding an Objective and Policies to address flood risk planning in accordance with Florida Statutes. She stated Chapter 163.3178 requires all local government comprehensive plans to address principles, strategies, and engineering solutions that reduce flood risk in coastal areas.

Ms. Weedo explained Committee Substitute/House Bill 7053 now requires the Department of Economic Opportunity (DEO) to provide the Florida Department of Environmental Protection (FDEP) a list of local governments that still need to amend their respective Coastal Management Elements. She reviewed a PowerPoint slide that there have been many past actions addressing inappropriate and unsafe development and mitigation of flood risk including the adoption of the 2018 Volusia Integrated Floodplain Management Plan and the City's Floodplain Management Ordinance update in 2021.

Ms. Weedo detailed the City has been trying to obtain a grant for almost two years to conduct a vulnerability study and develop the "peril of flood" policies to comply with the Florida Statutes. Ms. Weedo continued as of today, the final grant agreement has not been received. For this reason, the city is moving forward to amend the Coastal Management Element in compliance with Section 163.3178. Ms. Weedo stated it is

STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: September 8, 2022

SUBJECT: Second Amended North US 1 ISBA
Amendment to Official Zoning Map

APPLICANT: City Initiated

NUMBER: RZ 22-081

PROJECT PLANNER: Becky Weedo, AICP, CFM, Senior Planner

INTRODUCTION:

This is an administrative request to amend the City's Official Zoning Map (Exhibit 1), to include the eight (8) properties as part of the Second Amended North US 1 Highway Interlocal Service Boundary Agreement (ISBA) area. The proposed zoning amendment is a result of the amendments to the City of Ormond Beach Comprehensive Plan that implemented the provisions of the Second Amended Interlocal Service Boundary Agreement (ISBA) between the City of Ormond Beach and Volusia County. The amendment seeks a Zoning Map Amendment for eight (8) properties totaling approximately 5.7 acres from Volusia County R-4, Urban Single-Family Residential to Ormond Beach R-3, Single-Family Medium Density.

BACKGROUND:

The City Commission adopted the Second Amended North US 1 Interlocal Service Boundary Agreement (ISBA) on December 7, 2021 with Ordinance 2021-43 which became effective on March 30, 2022. To implement the terms of the expanded ISBA area, the City of Ormond Beach Comprehensive Plan was amended to assign the land use of the eight (8) properties per Ordinance 2022-18 on August 3, 2022.

The purpose of this map amendment is to assign appropriate zoning classifications to the eight (8) properties in the Second Amended North US 1 Interlocal Service Boundary Agreement area as the result of the Comprehensive Plan amendments. The eight (8) properties are currently zoned Volusia County R-4 (Urban Single-Family Residential).

This amendment to the City's Official Zoning Map does not include any plans for new development. Any further site development will require site plan review coordinated by the City. Until a City zoning classification is adopted, the property maintains its County zoning classification. The eight (8) properties shall remain in unincorporated Volusia County until the property owners apply for voluntary annexation or seek to connect to city utilities which requires annexation. The city shall apply its land use and zoning classifications through the ISBA agreement.

ANALYSIS:

The City initiated zoning application is required by Florida Statutes and the City's Land Development Code to be consistent with the Future Land Use designation of the property. The Zoning Map amendment for the eight (8) properties within the North US 1 ISBA area proposes to change ±5.7 acres of unincorporated property from the existing County zoning classification to the City of Ormond Beach designation. In choosing an appropriate zoning district, Table 2-2 under Chapter 2, Article I – Establishment of Zoning Districts and Official Zoning Map, Section 2.02 of the City's Land Development Code was referenced as shown in Table 1 for compatibility and consistency with the adopted City Future Land Use map.

Table 1: City Adopted Future Land Uses and Compatible Zoning Districts	
Adopted City Future Land Use	Corresponding Compatible City Zoning Districts
Medium Density Residential (MDR)	R-3 , Single-Family Medium Density NP , Neighborhood Preservation R-4 , Single-Family Cluster and Townhouse R-5 , Multifamily Medium Density R-6 , Multifamily Medium-High Density T-1 , Manufactured/Mobile Home T-2 , Manufactured Home

In addition to the Future Land Use and Zoning compatibility analysis, a comparison of the Volusia County existing zoning classification and City designations was made as shown in Table 2.

Table 2: Volusia County Existing Zoning Classification and Compatible City Designations

Regulations	VC R-4 - Urban Single-Family Residential	City R-3 - Single-family Medium Density	City R-4 - Single-Family Cluster and Townhouse	City T-1 - Manufactured/Mobile Home
Permitted and/or Conditional Uses	Cluster and zero lot line subs, Comm towers ≤ 70', Essential utility, Fire stations, Home occupations, Houses of Worship, Parks and recreational areas accessory to residential developments, Public schools, Publicly owned Parks & recreational areas, Public or regulated water supply wells, Single-family dwellings or manufactured modular dwellings.	Community Residential Home, Single-Family Detached Dwelling, Public School, Adult Family Care Home, Assisted Living, Cemetery, Family Day Care Home, Foster Home, Group Home, Private and Public Parks & Recreation Facilities, Comm Tower Camouflaged, Water Survival Instruction, and Wind Energy System.	Community Residential Home, Duplex, Single-Family Detached, Triplex, Public School, Adult Day Care Center, Adult Family Care Home, Assisted Living, Cluster Subs, Multi-family, Quadraplex, Family Day Care Home, Foster Home, Group Home, Private and Public Parks & Rec Facilities, Patio Sub, Private School, Comm Tower Camouflaged, Townhouses, Water Survival Instruction, Wind Energy System and Zero Lot Line Subs.	Community Residential Home, Single-Family Detached Dwelling, Manufactured Housing, Public School, Adult Day Care, Family Day Care Home, Foster Home, Group Home, Private and Public Parks & Rec Facilities, Public Facilities/Utilities, Wind Energy System, Manufactured Home Community, and Water Survival Instruction.
Permitted Special Exception uses	B&B, Cemeteries, Comm towers > 70', Day care centers, Dogs and cats boarded as personal pets exceeding # of permitted, Garage apartments, Rec areas, Schools, parochial or private	Adult Day Care, B&B, Child Care Facilities, Historic Pres Mixed Use, House of Worship, Nursing Home, and Private school	B&B, Child Care Facilities, Historic Preservation Mixed Use, and House of Worship	Child Care Facilities, House of Worship, and Private School.
Minimum Lot Area	7,500 sf	Varies. Single-Fam = 8,625 sf. Provision allows lots existing prior to 12.31.91 to be 7,500 sf	Varies. Single-Fam = 8,625 sf. Provision allows lots existing prior to 12.31.91 to be 7,500 sf	Varies. Single Family = 7,500 sf
Minimum Lot Width	75 ft	75 ft	Varies. Single-Fam = 8,625 sf. Provision allows lots existing prior to 12.31.91 to be 75 ft	Varies. Single Family 75 ft
Minimum Front Yard	25 ft	25 ft	Varies. Single-Fam = 25 ft	20 ft
Minimum Rear Yard	20 ft	20 ft	20 ft	20 ft
Minimum Side Yard	20 ft combined, min of 8' on any one side	20 ft combined, min of 8' on any one side	Varies. Single-Fam = 20 ft combined, min of 8' on any one side	7.5' with combined total 15'

Table 2: Volusia County Existing Zoning Classification and Compatible City Designations

Regulations	VC R-4 - Urban Single-Family Residential	City R-3 - Single-family Medium Density	City R-4 - Single-Family Cluster and Townhouse	City T-1 - Manufactured/Mobile Home
Maximum Building Height	35 ft	30 ft	30 ft	30 ft
Maximum Building Coverage	Total area covered with principal & acc buildings not to exceed 35%	35%	35%	35%
Minimum Floor Area	850 sf	Varies by type, number of stories, and if it is low to medium income. Ranges from 974.5 to 2,100 sf	Varies by type and number of stories. Ranges from 750 to 2,100 sf	850 sf

Table 3 shows the proposed rezoning by Parcel Identification Number based on the compatibility analysis and existing County and proposed City zoning comparison. The table and parcel numbers are included on the Proposed Zoning Map as Exhibit 1.

Table 3: Proposed Zoning Map Amendment

Parcel ID Number	Prior Volusia County Future Land Use	Volusia County Existing Zoning	Volusia County Existing Use	Adopted City Future Land Use	Proposed City Zoning
313601240030	Urban Medium Intensity	R-4 - Urban Single-Family Residential	Vacant Residential	Medium Density Residential	R-3 - Single-Family Medium Density
313601220030	Urban Medium Intensity	R-4 - Urban Single-Family Residential	Single-Family Home	Medium Density Residential	R-3 - Single-Family Medium Density
313601240010	Urban Medium Intensity	R-4 - Urban Single-Family Residential	Vacant Residential	Medium Density Residential	R-3 - Single-Family Medium Density
313601240020	Urban Medium Intensity	R-4 - Urban Single-Family Residential	Vacant Residential	Medium Density Residential	R-3 - Single-Family Medium Density
313601240031	Urban Medium Intensity	R-4 - Urban Single-Family Residential	Vacant Residential	Medium Density Residential	R-3 - Single-Family Medium Density
313601250030	Urban Medium Intensity	R-4 - Urban Single-Family F Residential	Vacant Residential	Medium Density Residential	R-3 - Single-Family Medium Density

Table 3: Proposed Zoning Map Amendment

Parcel ID Number	Prior Volusia County Future Land Use	Volusia County Existing Zoning	Volusia County Existing Use	Adopted City Future Land Use	Proposed City Zoning
313601250050	Urban Medium Intensity	R-4 - Urban Single-Family Residential	Vacant Residential	Medium Density Residential	R-3 - Single-Family Medium Density
313601250060	Urban Medium Intensity	R-4 - Urban Single-Family Residential	Vacant Residential	Medium Density Residential	R-3 - Single-Family Medium Density

The eight (8) individual, privately owned properties were reviewed. Seven (7) parcels are undeveloped vacant residential and one parcel is developed with a single-family home as described and analyzed in Table 3. Since only one property has been developed and the remaining seven (7) parcels are vacant residential, there are no anticipated adverse impacts in applying the proposed R-3, Single-Family Medium Density zoning.

CONCLUSION/CRITERIA FOR APPROVAL:

Section 1-15(d)(3)3. of the Land Development Code (LDC) states that the Planning Board shall review rezoning based on the Development Order criteria in Section 1-15(e). of the Land Development Code which are analyzed below:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

The request is based on a need to assign City zoning classifications to the unincorporated properties within the Second Amended North US 1 ISBA as the result of amendments to the City Comprehensive Plan implementing the terms of the Interlocal Service Boundary Agreement. The zoning map amendment will not adversely affect public health, safety, welfare or the quality of life. Review in compliance with the LDC will be required for any proposed future site development.

- 2. The proposed development is consistent with the Comprehensive Plan.**

Section 2-02 of the Land Development Code establishes consistent zoning designations with the future land use map designations. The proposed zoning district is consistent with the City's Comprehensive Plan and most compatible with the residential development in the area.

- 3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies,**

wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The zoning amendment application does not propose further site development beyond what has been approved. Any future site development would be required to comply with all applicable regulations regarding environmentally sensitive lands and protected animal species.

- 4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

This proposed zoning map amendment is not anticipated to have a significant impact on adjacent properties. The purpose of the zoning map amendment is to assign districts consistent with the adopted City Future Land Use that implemented the terms of the Interlocal Service Boundary Agreement (ISBA).

- 5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

The zoning map amendment is for the North US 1 unincorporated properties (Municipal Service Area) within the Interlocal Service Boundary Agreement area. Public facilities are part of the agreement and will not be impacted.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

The zoning map amendment does not propose any additional site development beyond what has been approved; therefore, there will be no additional impacts to traffic. Traffic impacts and patterns will be reviewed with any future site development or redevelopment.

7. The proposed development is functional in the use of space and aesthetically acceptable.

The zoning map amendment does not propose any additional site development beyond what has been approved. Any future site development or redevelopment would require a building permit for residential development.

8. The proposed development provides for the safety of occupants and visitors.

The zoning map amendment does not propose any additional site development beyond what has been approved. Any future development or redevelopment would require a building permit for residential development.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

The zoning map amendment does not propose any additional site development beyond what has been approved. Any future development or redevelopment would require a building permit for residential development.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

RECOMMENDATION:

Staff recommends that the Planning Board recommend **APPROVAL** to the City Commission of the zoning map amendment for the Second Amended North US 1 ISBA Area as a result of the adoption of the amendments to the City of Ormond Beach Comprehensive Plan which implemented the terms of the North US 1 ISBA. The proposed Zoning Map Amendment includes eight (8) properties totaling approximately 5.7 acres, from Volusia County R-4, Urban Single-Family Residential to Ormond Beach R-3, Single-Family Medium Density.

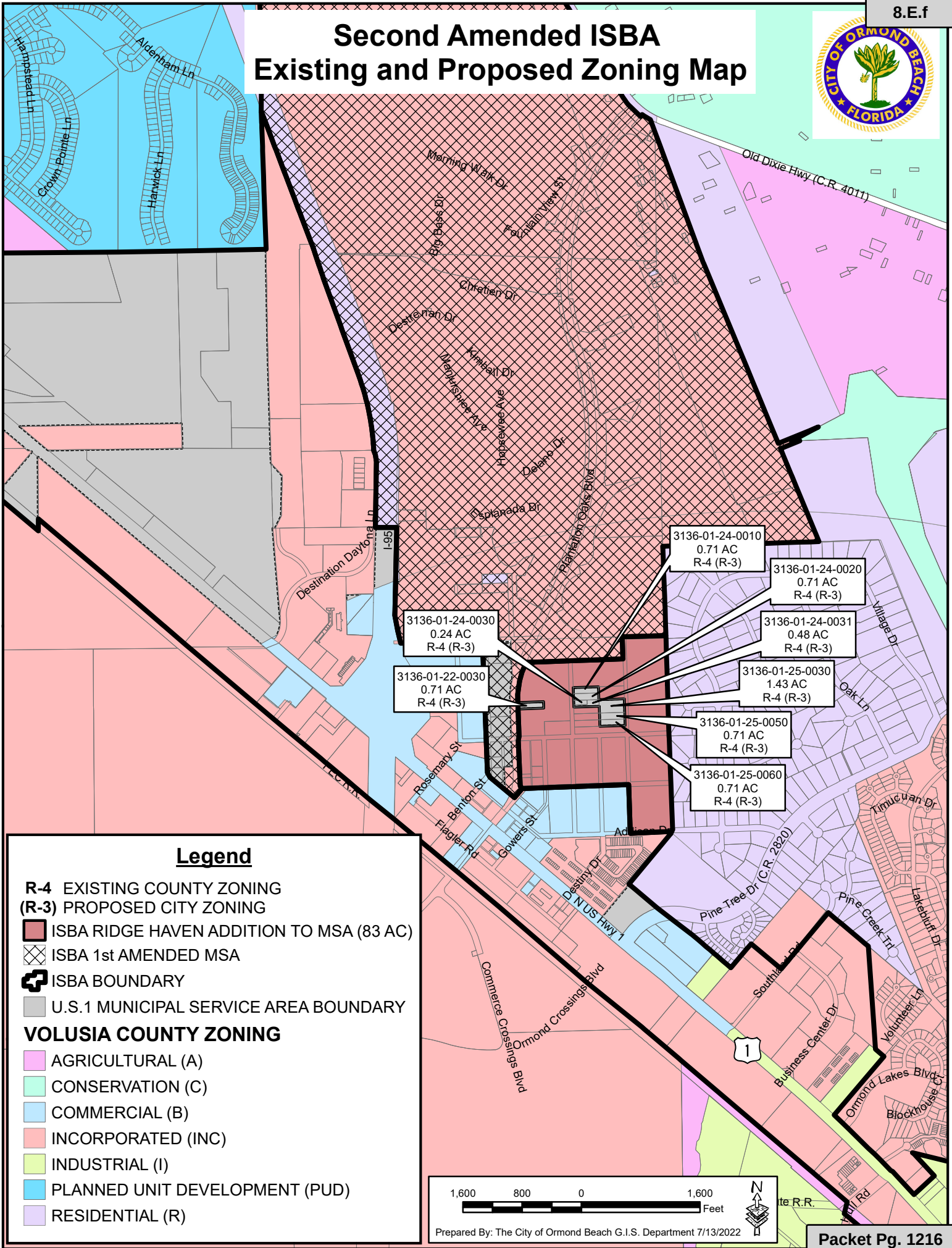
Attachments:

Exhibit 1: Proposed Second Amended ISBA Zoning Map

Exhibit 2: Second Amended North US Highway 1 Adopted ISBA and Map



Second Amended ISBA Existing and Proposed Zoning Map



**SECOND AMENDED
INTERLOCAL SERVICE BOUNDARY AGREEMENT
BETWEEN THE CITY OF ORMOND BEACH AND COUNTY OF VOLUSIA**

This Second Amended Interlocal Service Boundary Agreement ("Second Amended Agreement") is made and entered into this 15th date of March, ~~2021~~ 2022 by and between the City of Ormond Beach ("City") and County of Volusia ("County"), sometimes herein referred to as "Party" or "Parties" as the context requires.

WHEREAS, the City and County entered into an Interlocal Service Boundary Agreement, inclusive of a Planning and Service Delivery Sub-Agreement, dated August 28, 2014 and recorded in Official Records Book 7026, Pages 876 et. seq., Public Records of Volusia County, Florida ("2014 ISBA"); and

WHEREAS, the 2014 ISBA established a Municipal Service Area ("MSA") and Joint Planning Area ("JPA") as depicted on Map 1 thereto; and

WHEREAS, the City of Ormond Beach and County of Volusia, authorized the First Amended Interlocal Service Boundary Agreement between the City of Ormond Beach and County of Volusia, dated August 20, 2019 and recorded on Official Records Book 7758, Pages 4680, et. seq, of the Public Records of Volusia County, Florida; and

WHEREAS, the City and County desire to amend the 2014 ISBA and the 2019 First Amended Interlocal Service Boundary Agreement for the purpose of expanding the boundaries of the MSA and JPA; and

WHEREAS, the 2014 ISBA authorizes amendments to the agreement based upon the mutual consent of the Parties; and

WHEREAS, this Second Amended Agreement is entered into in accordance with the authority provided by Article VIII of the Florida Constitution, and Chapters 125, 163, 166, 171 and 180 of the Florida Statutes, as well as the 2014 ISBA.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Second Amended Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

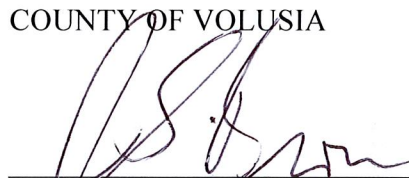
1. The foregoing recitals are incorporated herein and are a material part of this Second Amended Agreement.
2. The MSA and JPA as shown and depicted on Map 1 of the 2014 ISBA and amended with Map 2 of the 2019 First Amended Interlocal Service Boundary Agreement is hereby modified and enlarged to include the area shown and depicted on Map 3 to this Second Amended Agreement.
3. The terms and conditions of the 2014 ISBA as recorded in Official Records Book 7026, Pages 876 et. seq., Public Records of Volusia County, Florida, are hereby restated and incorporated herein and remain in full force and effect. Every reference to Map 1 in the 2014 ISBA and Map 2 of the 2019 First Amended Interlocal Service Boundary Agreement shall be construed to also include the expanded MSA and JPA depicted in Map 3 to this Second Amended Agreement.
4. The governing bodies of the City and County shall approve this Second Amended Agreement by ordinance, consistent with the manner of adoption of the 2014 ISBA.
5. This Second Amended Agreement shall become effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County, Florida.

IN WITNESS WHEREOF, each of the undersigned has executed this Second Amended Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the ordinance by which each party approved and adopted this Second Amended Agreement.

ATTEST:

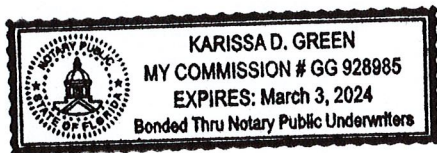

George Recktenwald
County Manager

COUNTY OF VOLUSIA


Jeff Brower Jeffrey S. Brower
County Chair

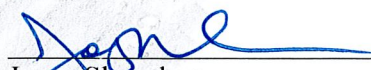
STATE OF FLORIDA
COUNTY OF VOLUSIA

Jeffrey S. The foregoing instrument was acknowledged before me this 15th day of March, 2022, by Jeff Brower and George Recktenwald, as County Chair and County Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the County. They are personally known to me.




NOTARY PUBLIC

ATTEST:

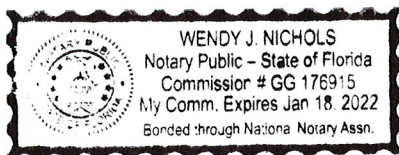

Joyce Shanahan
City Manager

CITY OF ORMOND BEACH


Bill Partington
Mayor

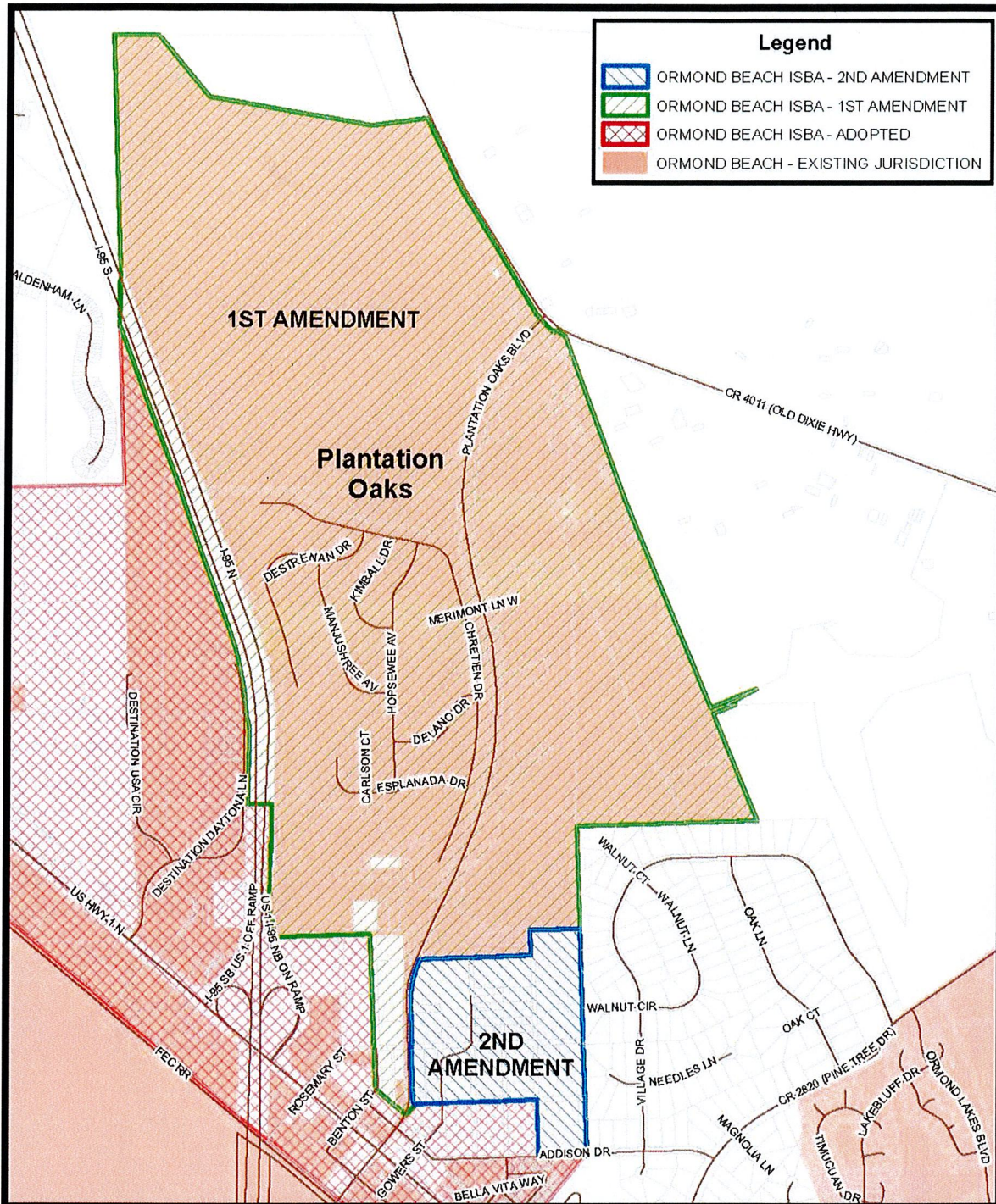
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7 day of Dec, 2021, by Bill Partington and Joyce Shanahan, as Mayor and City Manager, respectively, on behalf of the City of Ormond Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the City. They are personally known to me.




NOTARY PUBLIC

MAP 3



**ORMOND BEACH ISBA
RIDGE HAVEN ADDITION**

Prepared By: The City of Ormond Beach
G.I.S. Department - September 28, 2021



1 inch = 1,600 feet



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: October 18, 2022

Subject: Comprehensive Plan Amendment, Coastal Management Element

Commission Goal: Community Development - Other

Introduction

This is an administrative request to approve a Comprehensive Plan Amendment through the Expedited State Review (ESR) process, amending the Coastal Management Element, adding an Objective and Policies for flood risk planning in accordance with Florida Statutes Section 163.3178(2)(f). The proposed text changes are required to be included in the City's Coastal Management Element.

Background

Chapter 163.3178, Florida Statutes, which governs the Coastal Management Element of local government comprehensive plans, was amended by the Florida Legislature in 2015. The intent was for comprehensive plans to restrict development activities that damage or destroy coastal resources and to protect human life and limit public expenditures in areas that are subject to destruction by natural disaster. Plans are now required to address principles, strategies, and engineering solutions that reduce flood risk in coastal areas from high-tide events, hurricanes, storm surge, flash floods, stormwater runoff and the related impacts of sea-level rise.

Discussion

Prior to this proposed comprehensive plan amendment, the City Commission has acted on several related items including approval of the 2018 Volusia Integrated Floodplain Management Plan for the City of Ormond Beach and adoption of amendments to the Floodplain Management and Protection Ordinance consistent with the state model ordinance including the new requirements of the 2021 Addendum to the Community Rating System program. Also, staff applied for a Resilient Planning Grant on October 1, 2020 in the amount of \$45,000. The City was told that an award was very likely and probable by April 2021.

On May 12, 2021, the Governor signed Senate Bill 1954, creating the Resilient Florida program, now Section 380.093, Florida Statute. Under the new statute, the Florida Department of Environmental Protection is tasked with gathering a “Comprehensive Statewide Flood Vulnerability and Sea Level Rise Data Set and Assessment”. To accomplish this task, the Florida Department of Environmental Protection (FDEP) requested grantees to provide additional analysis with the vulnerability assessments and revise their grant applications, which the City did.

The FDEP awarded the City a Florida Resilient Coastline Program (FRCP) grant in the amount of \$75,000 on May 3, 2022. The grant award is to build on adopted resiliency plans and current resiliency initiatives by conducting a Vulnerability Assessment; updating Comprehensive Plan amendments to address the “peril of flood” based on the data and analysis; and preparing a Resiliency Action Plan focused on years 1-5. The increase in the grant award of \$30,000 is for more in-depth modeling requirements in compliance with Section 380.093, Florida Statute (F.S.) Pursuant to Section 287.057, F.S., staff will enter into a sub-agreement with the East Central Florida Regional Planning Council (ECFRPC) for \$75,000 to complete the Scope-of-Services including the additional analysis and modeling required consistent with the goal of the Sea Level Rise Data Set.

On August 3, 2022, the Florida Department of Economic Opportunity advised the city that during the recent 2022 legislative session, CS/HB 7053 pertaining to statewide flooding and sea level rise resilience was passed and signed into law. As part of the new law, the Florida Department of Economic Opportunity must provide to the FDEP a list of local governments that are required to comply with the requirement of amending their respective Coastal Management Elements per Section 163.3178(2)(f) of the Florida Statutes. The City was asked to provide a status on the adoption of the relevant policies by August 18, 2022.

Since the final grant agreement from the Department of Environmental Protection had not been received by August 3, 2022, it was decided that the City should move forward with adopting the required comprehensive plan policies. The City received the final grant agreement on September 13, 2022, for execution. The grant agreement still includes updating comprehensive plan amendments. It is anticipated that the Goals, Objectives, and Policies will be updated again once the resiliency grant project is completed which may be in 2024.

Planning Board Review

Staff sent the proposed amendment to the Department of Economic Opportunity (DEO) and received a courtesy review on September 2, 2022. It was explained that DEO recommends that policies be specific in order to provide meaningful standards so another policy was added which has been included in Exhibit A. Since the Planning Board packets had been delivered before the DEO comments, the additional policy was emailed to the Board members on September 2, 2022 and provided with paper copy on September 8, 2022. The Planning Board reviewed the full proposed amendment at the September 8, 2022 meeting and unanimously recommended approval (5-0). There was

no discussion by the Board or the public.

Budget Impact

There is no budget impact as the result of this amendment. The amendment is a requirement by F.S. requiring every city and county to include in its comprehensive plan specific flood risk planning objectives and policies in its Coastal Management Element.

Citizen Impact

Section 163.3178(2)(f). of the F.S. mandates all local governments to address principles, strategies, and engineering solutions that reduce flood risk in coastal areas from high-tide events, hurricanes, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.

Recommendation

It is recommended that the City Commission approve the proposed amendment to the Coastal Management Element to the Comprehensive Plan in compliance with Florida Statutes Section 163.3178(2)(f). The Planning Board recommended approval with a 5-0 vote.

Attachments:

- 22-37 Comp Plan Amendment to Coastal Management Element (P22-0156G) (PDF)
- Exhibit A - Coastal Mgmt Element Proposed Amendments (PDF)
- 9.8.22 PB Coastal Mgt Element Staff Report (PDF)
- 9.8.22 PB Minutes Coastal Mgt Element Excerpt (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 9/22/2022


Claire Whitley, Assistant City Manager 10/11/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/12/2022

ORDINANCE NO. 2022-37

AN ORDINANCE AMENDING THE CITY OF ORMOND BEACH *COMPREHENSIVE PLAN* ADOPTED BY ORDINANCE 90-36, AS PREVIOUSLY AMENDED, BY ADDING AN OBJECTIVE AND POLICIES FOR FLOOD RISK PLANNING IN ACCORDANCE WITH FLORIDA STATUTES SECTION 163.3178(2)(f); PROVIDING FOR TRANSMITTING COPIES OF THE NOTICE AND AMENDMENT TO THE STATE REVIEWING AGENCIES, THE COUNTY OF VOLUSIA, AND ANY OTHER LOCAL GOVERNMENT OR GOVERNMENTAL AGENCY REQUESTING A COPY; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Ordinance No. 90-36, the City Commission did adopt the *City of Ormond Beach Comprehensive Plan* (“*Comprehensive Plan*”), as required by the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, *Florida Statutes*) which *Comprehensive Plan* has been subsequently amended, and

WHEREAS, an amendment has been proposed to the Coastal Management Element of the *Comprehensive Plan*, to add an objective and policies for flood risk planning in compliance with Section 163.3178(2)(f) *Florida Statutes*; and

WHEREAS, the proposed amendment to the *Comprehensive Plan* is being submitted under the expedited state review process as provided in Section 163.3184, *Florida Statutes*; and

WHEREAS, on September 8, 2022, the Planning Board serving as the local planning agency, conducted a public meeting with due public notice on the *Comprehensive Plan* amendment, and recommended approval thereof, and

WHEREAS, the City Commission has duly conducted a public hearing authorizing transmittal of the requested *Comprehensive Plan* amendment, as described in §163.3184(3) and (11), *Florida Statutes*, and

WHEREAS, the City Commission has duly conducted a public hearing adopting the requested *Comprehensive Plan* amendment, as described in §163.3184(3)(c)(1), (4)(e)(1) and (11), *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the *Comprehensive Plan* amendment will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to §163.3177, *Florida Statutes*, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. The Coastal Management Element of the *City of Ormond Beach Comprehensive Plan*, is hereby amended to read as depicted in Exhibit "A" attached hereto and incorporated herein by reference (Note: Additions in text are shown by underline; and deletions in text are shown by ~~strikeout~~).

SECTION THREE. In order to make the *Comprehensive Plan*, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the *Comprehensive Plan* and the amendments thereto, shall be located in the Planning

Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION FOUR. The Planning Director is hereby authorized and directed to transmit the appropriate number of copies of the notice and amendment within ten (10) days after the first reading of this Ordinance to the appropriate agencies and to any other unit of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3184, *Florida Statutes*, and Volusia Growth Management Commission rules per Section 202.3 of the Charter of Volusia County.

SECTION FIVE. Pursuant to §163.3184(3) and (5), *Florida Statutes*, the second reading of this *Comprehensive Plan* amendment shall not exceed 180 days after the receipt of the Department of Economic Opportunity comments.

SECTION SIX. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SEVEN. In the event any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision thereof.

SECTION EIGHT. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the City of Ormond Beach that the plan amendment package is complete. If timely challenged, this

amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

PASSED UPON at the first reading of the City Commission, this 18th day of October, 2022.

PASSED UPON at the second and final reading of the City Commission, this ____ day of December, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN DAUDERIS
City Clerk

COASTAL MANAGEMENT ELEMENT GOALS, OBJECTIVES AND POLICIES	
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COASTAL MANAGEMENT ELEMENT

GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 6.2.	JURISDICTIONAL RESPONSIBILITY FOR THE BEACH . .	29 <u>30</u>
OBJECTIVE 6.3.	BEACH TOLLS	30 <u>31</u>
OBJECTIVE 6.4.	OFF-BEACH PARKING	30 <u>31</u>
OBJECTIVE 6.5.	BEACH ACCESS FACILITY MAINTENANCE AND AMENITIES	31 <u>32</u>
OBJECTIVE 6.6.	DOCKS AND MARINAS	31 <u>32</u>
OBJECTIVE 6.7.	SCENIC ROUTES AND OVERLOOKS	32 <u>33</u>
FIGURE 1 - STORM SURGE MAP		34 <u>35</u>
FIGURE 2 - COASTAL PLANNING AREA		35 <u>36</u>

**COASTAL MANAGEMENT ELEMENT
GOALS, OBJECTIVES AND POLICIES**

materials to comply with State water quality standards (e.g., turbidity screens, hydraulic dredges, properly sized and isolated spoil deposition area to control spoil dewatering).

POLICY 1.6.9.

In reviewing applications for new or expanded docking facilities, ways to improve, mitigate, or restore adverse environmental impacts caused by previous activities shall be explored. This may include shallowing dredged areas, restoring wetland or submerged vegetation, or marking navigational channels. Such mitigation or restoration may be required as a condition of approval for new, renewed, or expanded facilities.

OBJECTIVE 1.7: Flood Risk

The City shall eliminate inappropriate and unsafe development and mitigate the flood risk to existing and future development in the coastal areas that are of high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff and sea level rise when opportunities arise.

POLICY 1.7.1:

The City shall continue to include development and redevelopment principles, strategies and engineering solutions that reduce the flood risk which results from high tide events, storm surge, flash floods, stormwater runoff and the related impacts of sea level rise.

POLICY 1.7.2:

The City shall continue to utilize best practices to reduce the flood risk in coastal areas which results from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise including but not limited to the use of best available data from historical floods. If a buildable lot within the floodplain is proposed to be developed, the City will encourage improvements in the least hazardous flood zone on the property requiring cumulative substantial improvement.

POLICY 1.7.3:

The City shall continue to identify site development techniques and best management practices that may reduce losses due to flooding and claims made under flood insurance policies issued in the state.

POLICY 1.7.4:

The City shall continue to require development and redevelopment be consistent with or more stringent than the flood construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R., Part 60, as amended.

**COASTAL MANAGEMENT ELEMENT
GOALS, OBJECTIVES AND POLICIES**

POLICY 1.7.5:

The City shall continue to require that any construction activities seaward of the coastal construction control lines established pursuant to Section 161.053 be consistent with chapter 161, as amended.

POLICY 1.7.6:

The City shall continue to participate in and comply with the National Flood Insurance Program (NFIP) regulations.

POLICY 1.7.7:

The City shall continue to participate in the Community Rating System (CRS) administered by the Federal Emergency Management Agency (FEMA) to achieve flood insurance premium discounts for residents.

POLICY 1.7.8:

To mitigate the impacts of development and redevelopment, the City shall consider, when an opportunity arises, cooperating with strategic partners to obtain funding to purchase, for recreational and open space use, "repetitive loss properties" most vulnerable to storm surge and repetitive flooding.

POLICY 1.7.9:

The City may consider the acquisition of severe repetitive loss properties to be used for public open space as property owner interest and procurement opportunities arise, such as through the use of grants.

STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: September 8, 2022

SUBJECT: Comprehensive Plan Text Amendment
Amendment to Coastal Management Element

APPLICANT: City Initiated

NUMBER: LUPA 22-094

PROJECT PLANNER: Becky Weedo, AICP, CFM, Senior Planner

INTRODUCTION: This is an administrative request to approve a Comprehensive Plan Amendment through the Expedited State Review (ESR) process, amending the Coastal Management Element, adding an Objective and Policies for flood risk planning in accordance with Florida Statutes Section 163.3178(2)(f). The proposed text changes are required to be included in the City's Coastal Management Element.

BACKGROUND: Chapter 163.3178, Florida Statutes, which governs the Coastal Management Element of local government comprehensive plans, was amended by the Florida Legislature in 2015. The intent was for comprehensive plans to restrict development activities that damage or destroy coastal resources and to protect human life and limit public expenditures in areas that are subject to destruction by natural disaster. Plans are now required to address principles, strategies, and engineering solutions that reduce flood risk in coastal areas from high-tide events, hurricanes, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.

The law specifies components that must be contained in the Coastal Management Element required for each local government comprehensive plan. Each Coastal Management Element must address how to eliminate inappropriate and unsafe development in the coastal areas when opportunities arise. The redevelopment component must now:

1. Include development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.
2. Encourage the use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real

property from flood zone designations established by the Federal Emergency Management Agency.

3. Identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.
4. Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.
5. Require that any construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 be consistent with chapter 161.
6. Encourage local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency achieve flood insurance premium discounts for their residents.

Prior to this proposed comprehensive plan amendment, the City Commission acted on several related items:

- October 2, 2018 - the City Commission approved the 2018 Volusia Integrated Floodplain Management Plan for the City of Ormond Beach. The plan includes a comprehensive list of floodplain hazards as well as a unified approach for countywide mitigation and planning efforts. The plan includes targeted projects for each local jurisdiction within the county that will help mitigate flooding problems.
- January 21, 2020 - the City Commission voted to approve the East Central Florida Regional Resiliency Action Plan (Action Plan) with a resolution to advance the direct implementation of activities aimed at improving safety, long-term resilience, and sustainability in Volusia County. The Action Plan includes sea level rise projections as well as an action plan matrix to address implementation strategies for resiliency.
- January 21, 2020 - the City Commission also approved a resolution to participate in the East Central Florida Regional Resilience Collaborative (ECFR2C), an eight-county, regional approach to implement the three pillars of resiliency – people, places, and prosperity.
- September 23, 2020, the City Commission authorized the on-line grant submittal to the Florida Department of Environmental Protection for a Resilient Planning Grant.
- August 17, 2021 - the City Commission adopted amendments to Section 3-20, Floodplain Management and Protection of the Land Development Code to update the current regulations consistent with the state model ordinance including the new requirements of the 2021 Addendum to the Community Rating System program.

Staff researched funding sources to conduct a vulnerability study and develop the peril of flood policies to comply with Section 163.3178, Florida Statutes. Staff applied for a

Resilient Planning Grant on October 1, 2020 in the amount of \$45,000. The city was told that an award was very likely and probable by April 2021.

On May 12, 2021, the Governor signed SB 1954, creating the Resilient Florida program, now Section 380.093, F.S. Under the new statute, the Florida Department of Environmental Protection is tasked with gathering a “Comprehensive Statewide Flood Vulnerability and Sea Level Rise Data Set and Assessment”. To accomplish this task, the Florida Department of Environmental Protection requested grantees to provide additional analysis with the vulnerability assessments and revise their grant applications which the city did.

The Florida Department of Environmental Protection (FDEP) awarded the City a Florida Resilient Coastline Program (FRCP) grant in the amount of \$75,000 on May 3, 2022. The grant award is to build on adopted resiliency plans and current resiliency initiatives by conducting a Threat and Hazard Identification and Risk Assessment (THIRA); preparing Comprehensive Plan amendments to address the “peril of flood” based on the data and analysis; and preparing a Resiliency Action Plan focused on years 1- 5. The increase in the grant award of \$30,000 is for more in-depth modeling requirements in compliance with Section 380.093, F.S. Through the city’s single/sole source procurement process, staff will enter into a sub agreement with the East Central Florida Regional Planning Council (ECFRPC) for \$75,000 to complete the Scope-of-Services including the additional analysis and modeling required consistent with the goal of the Sea Level Rise Data Set.

On August 3, 2022, the Florida Department of Economic Opportunity advised the city that during the recent 2022 legislative session, CS/HB 7053 pertaining to statewide flooding and sea level rise resilience was passed and signed into law. As part of the new law, the Florida Department of Economic Opportunity must provide to the Florida Department of Environmental Protection a list of local governments that are required to comply with the requirement of amending their respective Coastal Management Elements per Section 163.3178(2)(f). The City was asked to provide a status on the adoption of the relevant policies by August 18, 2022.

As of August 22, 2022, the final grant agreement was not received from the Florida Department of Environmental Protection. For this reason, the City is moving forward with adopting the required comprehensive plan policies and will most likely update the objectives and policies again once the resiliency grant project is completed.

PROPOSED AMENDMENT:

OBJECTIVE 7.1: Flood Risk

The City shall eliminate inappropriate and unsafe development, and mitigate the flood risk to existing and future development, in the coastal areas that are of high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff and sea level rise when opportunities arise.

POLICY 7.1.1:

The City shall continue to include development and redevelopment principles, strategies and engineering solutions that reduce the flood risk which results from high tide events, storm surge, flash floods, stormwater runoff and the related impacts of sea level rise.

POLICY 7.1.2:

The City shall continue to identify site development techniques and best management practices that may reduce losses due to flooding and claims made under flood insurance policies issued in the state.

POLICY 7.1.3:

The City shall continue to require development and redevelopment be consistent with or more stringent than the flood construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R., Part 60, as amended.

POLICY 7.1.4:

The City shall continue to require that any construction activities seaward of the coastal construction control lines established pursuant to Section 161.053 be consistent with chapter 161, as amended.

POLICY 7.1.5:

The City shall continue to participate in and comply with the National Flood Insurance Program (NFIP) regulations.

POLICY 7.1.6:

The City shall continue to participate in the Community Rating System (CRS) administered by the Federal Emergency Management Agency (FEMA) to achieve flood insurance premium discounts for residents.

POLICY 7.1.7:

To mitigate the impacts of development and redevelopment, the City shall consider, when an opportunity arises, cooperating with strategic partners to obtain funding to purchase, for recreational and open space use, "repetitive loss properties" most vulnerable to storm surge and repetitive flooding.

POLICY 7.1.8:

The City may consider the acquisition of severe repetitive loss properties to be used for public open space as property owner interest and procurement opportunities arise, such as through the use of grants.

ANALYSIS:

Per Policy 2.5.2 of the City's Comprehensive Plan, the following criteria shall be used in reviewing Comprehensive Plan amendments:

- 1. Are the proposed amendments consistent with the Comprehensive Plan Goals, Objectives and Policies?** The proposed amendment acknowledges compliance with Section 163.3178(2)(f), Florida Statutes which requires all local governments to adopt a redevelopment component in its Coastal Management Element of its Comprehensive Plan.
- 2. Does it meet the criteria established in the City's Comprehensive Plan and the Florida Statutes?** The proposed amendment acknowledges compliance with Section 163.3178(2)(f), Florida Statutes which requires all local governments to amend its Coastal Management Element for flood risk planning in its Comprehensive Plan. The text changes are required by Florida Statutes.
- 3. Whether the land uses are appropriate uses of the land.** Not applicable. This is not a land use map amendment.
- 4. Whether there is adequate infrastructure to serve the proposed land use.** Not applicable. This is not a land use map amendment.
- 5. Whether the proposed map amendment impacts surrounding jurisdictions.** Not applicable. This is not a land use map amendment.

RECOMMENDATION: It is recommended that the Planning Board recommend **APPROVAL** of the proposed amendments to the Coastal Management Element to the Comprehensive Plan in compliance with Florida Statutes Section 163.3178(2)(f).

This item is tentatively scheduled to be heard by the City Commission for the transmittal hearing on October 18, 2022. The second reading (adoption hearing) will be scheduled at the next available City Commission meeting subsequent to the Florida Department of Economic Opportunity (DEO) and Volusia Growth Management Commission (VGMC) review.

M I N U T E S
ORMOND BEACH PLANNING BOARD
Regular Meeting

September 08, 2022

6:00 PM

City Commission Chambers
 22 South Beach Street
 Ormond Beach, FL 32174

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, SAID PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PERSONS WITH A DISABILITY, SUCH AS A VISION, HEARING OR SPEECH IMPAIRMENT, OR PERSONS NEEDING OTHER TYPES OF ASSISTANCE, AND WHO WISH TO ATTEND CITY COMMISSION MEETINGS OR ANY OTHER BOARD OR COMMITTEE MEETING MAY CONTACT THE CITY CLERK IN WRITING, OR MAY CALL 677-0311 FOR INFORMATION REGARDING AVAILABLE AIDS AND SERVICES.

I. ROLL CALL

Members Present

Doug Thomas (absent)
 G.G. Galloway (absent)
 Al Jorczak
 Mike Scudiero
 Angeline Shull
 Lori Tolland
 Harold Briley, Chair

Staff Present

Steven Spraker, Planning Director
 Becky Weedon, Senior Planner
 Randy Hayes, City Attorney
 Marcella Miller, Recording Technician

II. INVOCATION

Mr. Jorczak led the invocation.

III. PLEDGE OF ALLEGIANCE

IV. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 9:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 9:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

Mr. Rodríguez stated that the property has well and septic services that have recently been completed. He stated that he does not intend on connection to city water or sewer. Mr. Rodríguez stated if a utility does go bad would he have the freedom to apply for another well or septic tank without being required to connect to city services should something happen. Mr. Rodríguez questioned if the existing freedoms that he has today would continue with city zoning.

Mr. Rodríguez expressed concern regarding the RidgeHaven subdivision grade elevations. He also inquired about the buffer zone (30' was stated to him) from his home to the RidgeHaven subdivision.

Ms. Weedo stated since the telephone conversation this afternoon, a response letter was drafted for Mr. Rodríguez. Ms. Weedo stated that Mr. Rodríguez inquired if he would be forced to annex. Ms. Weedo stated that he will not be required to annex. Ms. Weedo stated that the city will not force utility connection. Ms. Weedo added the well and septic permits would be issued by the Florida Health Department. Ms. Weedo reviewed the non-conforming structure provisions of the Land Development Code.

Chairman Briley questioned if he connected to water or sewer, would annexation be required. Ms. Weedo responded that a utility connection would require annexation. Mr. Briley stated that the state permitting agency could require utility connection if a new permit is required for a well or septic service. Mr. Spraker confirmed the state could require a connection to city services.

Mr. Jorczak motioned to approve RZ 2022-81: Second Amended ISBA Zoning Map Amendment. Ms. Tolland seconded it. Vote was called, and the motion was approved (5-0).

E. LUPA 2022-094: Comprehensive Plan Text Amendment to Coastal Management Element

Ms. Becky Weedo, Senior Planner, stated this is an administrative request to approve a Comprehensive Plan Amendment through the Expedited State Review process, amending the Coastal Management Element adding an Objective and Policies to address flood risk planning in accordance with Florida Statutes. She stated Chapter 163.3178 requires all local government comprehensive plans to address principles, strategies, and engineering solutions that reduce flood risk in coastal areas.

Ms. Weedo explained Committee Substitute/House Bill 7053 now requires the Department of Economic Opportunity (DEO) to provide the Florida Department of Environmental Protection (FDEP) a list of local governments that still need to amend their respective Coastal Management Elements. She reviewed a PowerPoint slide that there have been many past actions addressing inappropriate and unsafe development and mitigation of flood risk including the adoption of the 2018 Volusia Integrated Floodplain Management Plan and the City's Floodplain Management Ordinance update in 2021.

Ms. Weedo detailed the City has been trying to obtain a grant for almost two years to conduct a vulnerability study and develop the "peril of flood" policies to comply with the Florida Statutes. Ms. Weedo continued as of today, the final grant agreement has not been received. For this reason, the city is moving forward to amend the Coastal Management Element in compliance with Section 163.3178. Ms. Weedo stated it is

anticipated once the study is completed, the City will update the objectives and policies again to be more specific with the data and analysis derived.

Ms. Weedo stated the Staff Report paper copy the Board received last week was prior to DEO completing their courtesy review. Staff received comments from DEO last Thursday after the packet was sent suggesting one more policy as follows:

New policy recommended after Department of Economic Opportunity (DEO) courtesy review:

POLICY 7.1.2:

The City shall continue to utilize best practices to reduce the flood risk in coastal areas which results from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise including but not limited to the use of best available data from historical floods. If a buildable lot within the floodplain is proposed to be developed, the City will encourage improvements in the least hazardous flood zone on the property requiring cumulative substantial improvement.

Ms. Weedo explained that DEO currently recommends that policies be specific in order to provide meaningful standards. The revised proposed amendments were emailed last week and a paper copy has been provided tonight.

Ms. Weedo concluded that it is recommended that the Planning Board **APPROVE** the proposed amendments to add the objective and policies to the Coastal Management Element to the Comprehensive Plan in compliance with Florida Statutes. She stated it is anticipated that the proposed amendment will go before the City Commission on October 18, 2022 for transmittal to DEO and VGMC. The adoption hearing will follow the completion of the state and local reviews

Ms. Tolland motioned to approve LUPA 2022-094: Comprehensive Plan Text Amendment to Coastal Management Element. Mr. Scudiero seconded it. Vote was called, and the motion was approved (5-0).

VIII. OTHER BUSINESS

None.

XI. MEMBER COMMENTS

Mr. Jorczak commented that

XII. ADJOURNMENT

The meeting was adjourned at 9:16 p.m.

Respectfully submitted,



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kelly McGuire, Finance Director

Date: October 18, 2022

Subject: Budget Amendments Fiscal Year 2021-2022

Commission Goal: Governance - Other

Introduction

This is a request to amend the Fiscal Year (FY) 2021-2022 budget.

Background

An amendment is required whenever the total appropriation of any fund is increased.

Discussion

The request is to amend the budget by \$8,892,804 with a final budget amount of \$110,617,270. The net budget amount is \$87,789,106 and represents the budget amount without duplicate entries (transfers and departmental charges required by Generally Accepted Accounting Principles GAAP) required to comply with state budget requirements (such as transfers among funds).

The attachment provides details regarding the proposed amendment of the FY 2021-22 budget. These amendments are largely related to construction projects included in the FY 2020-21 budget where construction carried over to FY 2021-22.

Purpose	Amount
Cost increases primarily inflation related	\$669,219
Capital projects carried over from prior fiscal year	\$4,957,003
Transfers and departmental charges (duplicate entries)	\$1,934,582
Costs related to damage of City property (some portions were reimbursed by party responsible for damage)	\$564,000
Mid year wage adjustment	\$768,000
TOTAL	\$8,892,804

Budget Impact

Amends the budget to reappropriate funding for capital projects originally budget in FY 2021-22 and provide additional funding for fuel cost increases.

Citizen Impact

The requested amendments will ensure the city complies with local and state budgetary requirements.

Recommendation

Staff recommends approval of the attached FY 2021-22 budget amendments.

Attachments:

- 22-31 Budget Amendment FY2021-2022 (P22-0143G) (PDF)
- Budget Amendments (PDF)
- Attachment A-Amendments (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 9/12/2022


Claire Whitley, Assistant City Manager 9/20/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 9/22/2022

ORDINANCE NO. 2022-31

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2021-2022 BY AMENDING THE GENERAL FUND (001); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); LOCAL LAW ENFORCEMENT TRUST FUND (109); ECONOMIC DEVELOPMENT FUND (110); GRANTS FUND (116); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to amend the annual budget for Fiscal Year 2021-2022 by amending the General Fund (001); Stormwater Utility Fund (107); Airport Fund (108); Local Law Enforcement Trust Fund (109); Economic Development Fund (110); Grants Fund (116); Capital Improvements Fund (301); Equipment Renewal & Replacement Fund (302); Public Safety Vehicle & Equipment Fund (305); Transportation Improvements Fund (308); Facilities Renewal & Replacement Fund (317); Water and Wastewater Fund (401); Vehicle Replacement Fund (408); Renewal & Replacement Fund (409); and the General Liability Fund (504); as more particularly set forth on the Attachment “A” attached hereto and incorporated herein by reference, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby amends the 2021-2022 Fiscal Year annual budget as set forth on Attachment “A” attached hereto.

SECTION TWO. This Ordinance shall take effect immediately upon second reading.

PASSED UPON at the first reading of the City Commission, this 5th day of October, 2022.

PASSED UPON at the second and final reading of the City Commission, this 18th day of October, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

FY 2021-22 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Explanation</u>	<u>Commission Action</u>
General Fund	Use of Fund Balance	2,003,402.00			
	VOCA Grant	3,047.00			
	Revenue Sharing	452,818.00			
	Departmental Charges	281,500.00			
		<u>2,740,767.00</u>			
General Fund	Ormond Beach Art Museum Contract		24,320.00	Due to increase in cost	Reso. 2021-159 approved 10/5/21
	Contribution		20,000.00	Dr. Mary McLeod Bethune Statuary Fund	Commission Directive 10/18/21
	Transfer to Fund 116		862,235.00	SONC Gymnasium	Reso. 2021-16 approved 8/21/21
	Transfer to Fund 301		146,847.00	Facilities Hardening	Reso 2022-06 approved 1/4/22
	Transfer to Fund 301		350,000.00	Police Chiller	Reso. 2022-85 approved 7/19/22
	Wages		600,000.00	Mid Year Wage Adjustment	Reso. 2022-15 approved 1/18/22
	VOCA-Office Supplies		3,047.00	Grant Funded	N/A
	Fire Medical Supplies		23,000.00	Due to increase in cost	N/A
	General Liability User Charges		86,000.00	Insurance Premium	Reso. 2021-154 approved 9/22/21
	Telephone (City clerk)		12,318.00	Due to increase in cost	N/A
	Streets Traffic Signage and Markers		50,000.00	Due to increase in cost	N/A
	Fleet Fuel		281,500.00	Due to increase in cost	Per discussion at budget workshop 7/19/22
	Departmental Charges		281,500.00	For add'l cost of fuel provided by Fleet	Per discussion at budget workshop 7/19/22
			<u>2,740,767.00</u>		
Stormwater	Use of Fund	434,000.00			
	HMGF Grant	275,000.00			
		<u>709,000.00</u>			
Stormwater	Wimette Stormwater Pump Station		38,000.00	Fiber Optics	Reso. 2021-150 approved 9/22/21
	385 Old Kings Road Property		110,000.00	Remediation	Reso. 2022-25 approved 2/15/22
	Stormwater Fuel		20,000.00	Due to cost increase	N/A
	Wilmette Pump Station		541,000.00	Construction	Reso. 2021-47 approved 2/16/21
			<u>709,000.00</u>		
Airport	FAA	323,443.00			
	FDOT	(40,907.00)			
	Use of Fund Balance	83,708.00			
		<u>366,244.00</u>			
Airport	Enviromental Systems Improvements		57,162.00	Capital Project	Reso. 2021-75 approved 4/20/21
	Airport Resurfacing of Catwalk		8,000.00	Budget Carryover	NA
	Airport Land Use Study		57,000.00	Golf Course Property	Reso. 2021-160 approved 10/5/2021
	Taxiway B & Taxiway D Rehabilitation		185,448.00	11/16/2021	Reso. 2021-184 & 2021-185 approved 11/16/21
	Design		33,000.00	AWOS	Reso. 2022-29 approved 2/15/22
	Golf Course Environmental Cleanup		14,000.00	Cleanup	NA
	Grounds Maintenance		11,634.00	Riverbend add'l mowings	NA
			<u>366,244.00</u>		
Forfeitures	Use of Fund Balance	18,853.00			
	JAG Grant	12,297.00			
		<u>31,150.00</u>			
Forfeitures	Tag Reader		31,150.00	Budget Carryforward	Reso. 2021-114 approved 7/20/21

FY 2021-22 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Explanation</u>	<u>Commission Action</u>
			<u>31,150.00</u>		
Econ. Development	Use of Fund Balance	19,800.00			
		<u>19,800.00</u>			
Econ. Development	Mitigation Credits/Carryover of Design		19,800.00	Business Park Drive Phase II	N/A
			<u>19,800.00</u>		
Grants	Use of Fund Balance	43,800.00			
	Daytona Beach R&R Facilities District	235,200.00		SONC Gymnasium	
	Transfer From General Fund	862,235.00		SONC Gymnasium	
		<u>1,141,235.00</u>			
Grants	NLC Economic Development		8,500.00	Budget Carryover	NA
	SONC Gymnasium		1,127,735.00	Budget Carryover 8/4/21	Reso. 2021-120 approved 8/4/21
	Nova Community Park		5,000.00	Budget Carryover	NA
			<u>1,141,235.00</u>		
General Capital Impr.	Use of Fund Balance	572,000.00			
	Transfer from General Fund	146,847.00		Facilities Hardening	
	Transfer from General Fund	350,000.00		Police Chiller	
	Transfer from General Liability Fund	198,000.00		Sanchez Park Playground & Nova Gym Floor	
	FEMA	627,153.00		Facilities Hardening	
	CDBG	156,350.00		Hope Place CDBG FY 22	
		<u>2,050,350.00</u>			
General Capital Impr.	Police Chiller		400,000.00	Construction	Reso. 2022-85 approved 7/19/22
	Facilities Hardening		999,000.00	Construction	Reso. 2022-06 approved 1/4/22
	Sanchez Park Playground		82,000.00	2/15/2022	Reso. 2022-24 approved 2/15/22
	MacDonald House		182,000.00	Budget Carryover	N/A
	Hope Place Contribution		22,500.00	Hope Place CDBG FY 22	N/A
	Nova Gym Floor		141,000.00	Water Damaged	Reso. 2022-76 approved 6/7/22
	Andy Romano Park Ramp		90,000.00	Beach Ramp 11/16/2021	Reso. 2021-177 approved 11/16/21
	Fleming Playground		133,850.00	Budget Carryover 8/4/21	2021-133 approved 8/4/21
			<u>2,050,350.00</u>		
General Vehicle Repl.	Use of Fund Balance	51,831.00			
		<u>51,831.00</u>			
General Vehicle Repl.	Patrol Vehicle #221		30,113.00	Budget Carryover	NA
	Leisure Service Vehicle #523		21,718.00	Budget Carryover	NA
			<u>51,831.00</u>		
Public Safety	Transfer in From General Liability Fund 502	10,000.00			
		<u>10,000.00</u>			
Public Safety	Radar Speed Trailer		10,000.00	Damaged in accident	NA
			<u>10,000.00</u>		
Transportation	Use of Fund Balance	244,400.00		NA	

FY 2021-22 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Explanation</u>	<u>Commission Action</u>
		<u>244,400.00</u>			
Transportation	Traffic Calming FY 2020-21 Balance		25,000.00	Budget Carryover	Reso. 2021-151 approved 9/22/21
	Granada to Nova LED Replacement		10,000.00	Work Authorization	N/A
	Nova Road Emergency Repair		115,000.00	Emergency Procurement	Reso. 2022-23 approved 2/15/22
	Riviera Park Pedestrian Signals		6,900.00	Budget Carryover	N/A
	Transporation Consultant		47,500.00	Missed in original budget	N/A
	Traffic Impact Study West Ormond		40,000.00	Work Authorization	N/A
			<u>244,400.00</u>		
Facilities R&R	Use of Fund Balance	<u>292,047.00</u>		NA	
		<u>292,047.00</u>			
Facilities R&R	IT Renovations		8,627.00	Budget Carryover	
	Warranty City Hall/PD Chiller		15,500.00	New Appropriation	
	Ames Blind Replacement		8,700.00	New Appropriation	
	PD Chiller		165,000.00	New Appropriation	
	ARBFP-Replace Cables		5,500.00	Budget Carryover	
	CP I-Reline Basketball Court		7,900.00	Budget Carryover	
	Fire Station 93-Interior Painting		3,500.00	Budget Carryover	
	Nova-Install ADA Door Opener		6,000.00	Budget Carryover	
	OBSC-Repaint Wendelstedt Bldg.		5,000.00	Budget Carryover	
	OBSC-Install Ice Machine		3,500.00	Budget Carryover	
	Public Works-Retrofit Overhead Door		4,200.00	Budget Carryover	
	Riverbend Park-Restain Pavillion		3,300.00	Budget Carryover	
	OBSC-Replace Fencing		9,370.00	Budget Carryover	
	Tennis Center-Ice Maker		4,250.00	Budget Carryover	
	City Hall-Exhaust Replacement		6,000.00	Budget Carryover	
	Casements Flooring		8,200.00	New Appropriation	
	Park Repairs (Multiple Locations)		27,500.00	Budget Carryover	
			<u>292,047.00</u>		
WWW Operating	Prior Year Surplus (401.389001)	<u>338,000.00</u>			
		<u>338,000.00</u>			
WWW Operating		40153302.5	85,000.00	29-Apr-22	No Resolution...Operating Request Shawn Finley..In Folder
		40153502.5	25,000.00		
		40153502.5	25,000.00		
	Chemical Cost Increase		35,000.00		
	Mid Year Wage Adjustment		168,000.00	Reso 2022-15 1/18/22	
			<u>338,000.00</u>		
WWW Vehicle Repl.	Use of Fund Balance	<u>99,880.00</u>			
		<u>99,880.00</u>			
WWW Vehicle Repl.	408VEH Vehicle 363		99,880.00	Budget Carryover	Resolution 2021-16 Minutetraq item 4543
			<u>99,880.00</u>		
WWW Capital Impr.	Use of Fund Balance	<u>374,100.00</u>		NA	
		<u>374,100.00</u>			
WWW Capital Impr.	Sand Filter		52,100.00	Budget Carryover	N/A
	Riverside Sewer Lateral Repair		67,000.00	Construction	Reso. 2021-201 approved 12/7/21

FY 2021-22 Budget Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenue Amount</u>	<u>Expenditure Amount</u>	<u>Explanation</u>	<u>Commission Action</u>
	2022 Western Service Area Update		25,000.00	Work Authorization	N/A
	Sewer Lining		20,000.00	Construction	Reso 2022-39 approved 3/22/22
	2 Inch Watermain Design		210,000.00	Budget Carryover	N/A
			374,100.00		
General Liability	Reimbursement from Insurance Company	208,000.00			
	User Charges	86,000.00			
	Fund Balance	130,000.00			
		424,000.00			
General Liability	Transfer to Fund 305		10,000.00		
	Transfer to Fund 301 (Sanchez Playground)		82,000.00	2/15/2022	Reso. 2022-24 approved 2/15/22
	Transfer to Fund 301 (Nova Gym Floor)		116,000.00	Water Damaged	Reso. 2022-76 approved 6/7/22
	Commercial Insurance Premium		86,000.00	Insurance Premium	Reso. 2021-154 approved 9/22/21
	Legal Expenses		100,000.00	Volusia County, Hunter's Ridge	
	Landscaping-MV Accident		30,000.00	Grounds Maintenance Contractor	Reso 2022-43 approved 3/22/22
			424,000.00		
TOTAL AMENDMENTS		8,892,804.00	8,892,804.00		
REVISED BUDGET		110,617,270.00	110,617,270.00		

Attachment A			
Description	Original Budget FY 2021-22	Amendments	Final Budget FY 2021-22
General Fund (001)	37,753,928	2,740,767	40,494,695
Special Revenue Funds:			
Downtown Redevelopment Trust Fund (104)	2,129,601	-	2,129,601
Ormond Crossings Trust Fund (106)	255,461	-	255,461
Stormwater Utility Fund (107)	2,531,000	709,000	3,240,000
Airport Fund (108)	2,657,240	366,244	3,023,484
Local Law Enforcement Trust Fund (109)	65,800	31,150	96,950
Economic Development Fund (110)	-	19,800	19,800
State Law Enforcement Trust Fund (112)	-	-	-
Pension Contribution Pass Through Fund (113)	800,000	-	800,000
Recreation Facility Fee Fund (115)	41,600	-	41,600
Grants Fund (116)	-	1,141,235	1,141,235
Total Special Revenue Funds	8,480,702	2,267,429	10,748,131
Debt Service Funds:			
Financing Debt Service Fund (205)	730,798	-	730,798
2003 GOB Debt Service Fund (210)	114,934	-	114,934
2004 Revenue Bond Fund (211)	157,000	-	157,000
2010 Beachfront Park Bond Fund (220)	352,747	-	352,747
Total Debt Service Funds	1,355,479	0	1,355,479
Capital Improvement Funds:			
Capital Improvements Fund (301)	534,075	2,050,350	2,584,425
Equipment Renewal & Replacement Fund (302)	421,363	51,831	473,194
Public Safety Vehicle & Equipment Fund (305)	2,148,225	10,000	2,158,225
Transportation Improvements Fund (308)	2,835,677	244,400	3,080,077
Recreational Impact Fee Fund (310)	125,000	-	125,000
Local Road Impact Fee Fund (316)	60,000	-	60,000
Facilities Renewal & Replacement Fund (317)	693,000	292,047	985,047
Stormwater Impact Fee Fund (318)	25,000	-	25,000
Total Capital Improvement Funds	6,842,340	2,648,628	9,490,968
Water and Wastewater Funds:			
Water and Wastewater Fund (401)	21,810,055	338,000	22,148,055
Vehicle Replacement Fund (408)	200,000	99,880	299,880
Renewal & Replacement Fund (409)	7,627,865	374,100	8,001,965
Water/Wastewater Consolidated Debt Service Fund (414)	5,228,000	-	5,228,000
West Ormond Reuse Impact Fee Fund (433)	-	-	-
Water System Impact Fee Fund (434)	520,000	-	520,000
Wastewater System Impact Fee Fund (435)	400,000	-	400,000
Total Water and Wastewater Funds	35,785,920	811,980	36,597,900
Solid Waste Fund (460)	9,444,232	-	9,444,232
Workers Compensation Fund (502)	801,612	-	801,612
General Liability Fund (504)	1,260,253	424,000	1,684,253
TOTAL BUDGET APPROPRIATION	101,724,466	8,892,804	110,617,270
Less: Interfund Transfers	(16,025,406)	(1,567,082)	(17,592,488)
Fleet Operations (Internal Service Charges)	(1,380,289)	(281,500)	(1,661,789)
Engineering (Internal Service Charges)	(1,088,022)	-	(1,088,022)
Consolidated Insurance Fund (Internal Service Charges)	(2,061,865)	(424,000)	(2,485,865)
TOTAL NET BUDGET	81,168,884	6,620,222	87,789,106