



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
November 1, 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. RECOGNITION OF OUTGOING COMMISSIONERS**
- 5. PRESENTATIONS AND PROCLAMATIONS**
- 6. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 7. APPROVAL OF MINUTES**

A. Hurricane Ian Community Supporters

A. Minutes from City Commission meeting – October 18, 2022

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. 2022-144: A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF OPTICOM TRAFFIC SIGNAL PREEMPTION EQUIPMENT AND SERVICES FROM TRANSPORTATION CONTROL SYSTEMS REGARDING PHASE III OF THE INTERSECTION**

UPGRADE PROJECT; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Howard Bailey, Fire Chief (386-676-3333)*

- B. **RESOLUTION NO. 2022-145:** A RESOLUTION AUTHORIZING THE CONTINUATION OF AN AGREEMENT WITH CENTRAL SQUARE TECHNOLOGIES FOR ANNUAL MAINTENANCE SUPPORT OF THE CITY'S ENTERPRISE RESOURCE SYSTEM (NAVILINE); AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2022-146:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND THOMPSON CONSULTING SERVICES, LLC, FOR DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES RESULTING FROM HURRICANE IAN, UNDER COUNTY OF VOLUSIA RSQ NUMBER 17-SQ-43BB; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2022-147:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF NEPTUNE WATER METERS FROM FERGUSON ENTERPRISES, LLC ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2022-148:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PUMPING AND CONTROLS EQUIPMENT AND REPAIR SERVICES FROM XYLEM WATER SOLUTIONS USA, INC. ON AN AS-NEEDED BASIS FOR THE CITY'S WASTEWATER COLLECTION SYSTEM LIFT STATIONS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2022-149:** A RESOLUTION AUTHORIZING THE EXECUTION OF A STANDARD GRANT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, FOR FUNDING ASSISTANCE REGARDING THE ULTRAVIOLET DISINFECTION CONVERSION PROJECT AT THE WATER RECLAMATION FACILITY; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2022-150:** A RESOLUTION APPROVING THE SETTLEMENT OF PERSONAL INJURY CLAIMS FILED BY CHERRIMARIE LEWIS AND JASON KAUFFOLD; AUTHORIZING THE EXECUTION OF ALL PAPERS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **RESOLUTION NO. 2022-151:** A RESOLUTION ACCEPTING A PROPOSAL FROM BOMAR CONSTRUCTION, INC. TO PROVIDE PRECONSTRUCTION SERVICES REGARDING THE PERFORMING ARTS CENTER RENOVATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- I. **Intent to Bid - RFP 2022-27 Miscellaneous Crafts & Trades**

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

Disposition: Approve as recommended in the City Manager memorandum dated November 1, 2022.

- J. **Auto Renewal Contract - Golden Eagle Associates**

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

Disposition: Approve as recommended in the City Manager memorandum dated November 1, 2022.

- K. **Auto Renewal Contract - Radio Control Club**

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

Disposition: Approve as recommended in the City Manager memorandum dated November 1, 2022.

9. 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. **(SECOND READING)**

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 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. **(SECOND READING)**

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. **(SECOND READING)**

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. **(SECOND READING)**

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. **(SECOND READING)**

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. 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 18, 2022	7:00 p.m.	Commission Chambers
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Present: Mayor Bill Partington, Commissioners Dwight Selby, Troy Kent, Susan Persis 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. 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

MINUTES

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Evangelist John Jeyaseelan, Bethel Ministries, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – Trevor Hamilton

Mayor Partington presented a proclamation to Mr. Trevor Hamilton for his achievements at the 2022 USA Special Olympics Games. He discussed Mr. Hamilton's background with the city and his passion for sports and encouraged residents to celebrate Mr. Hamilton's win of two silver medals.

Item #4B – Domestic Violence Awareness Month

Mayor Partington presented a proclamation to Ormond Beach Police Department Victim Advocate Evelyn Rebostini. He proclaimed October 2022 as Domestic Violence Awareness Month and urged all people to take supportive efforts that would prevent and end domestic violence.

Ms. Evelyn Rebochini, Victims' Advocate, thanked the Commission for their continued support.

Item #5 – Audience Remarks

Mr. Bill Denny, 1027 North Halifax Drive, thanked the Commission and staff for allowing Citizens for Ormond Beach to conduct a Candidates Forum.

Mr. Travis Sargent, 406 North Beach Street, thanked Leisure Services, Mr. Ike Leary and Commissioner Kent for the Reel in the Fun Fishing Tournament.

Mr. Clifford G. Martin, 934 Northbrook Drive, thanked Commissioner Selby and Deputy Public Works Director Kevin Gray for their assistance with his debris pick up.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes of the October 5, 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 Selby moved, seconded by Commissioner Littleton, for approval of the October 5, 2022, City Commission meeting minutes.

The motion passed by voice vote.

Item #7 – 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 Littleton requested Item 7O be pulled from the Consent Agenda.

Commissioner Kent moved, seconded by Commissioner Persis, for approval of the consent agenda absent Item 7O.

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

Item #7O – Leisure Services Fee Schedule

City Clerk Susan C. Dauderis read by title only:

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.

Commissioner Persis moved, seconded by Commissioner Selby, for approval of Resolution No. 2022-142, as read by title only.

Commissioner Littleton explained he was not supportive of the fee increase and would vote no on the item.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	No
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Comments on the Consent Agenda

Commissioner Selby and Commissioner Persis stated their support of Item 7J regarding the collective bargaining agreement for the firefighters.

Commissioner Persis discussed her support of Item 7B regarding the health insurance and thanked Assistant City Manager Claire Whitley for her work on the item.

Item #8 – Public Hearings

Mayor Partington opened the public hearings.

Item #8A – Zoning Map Amendment, Volusia County Parcels – Plantation Oaks Blvd. & Old Dixie Highway

City Clerk Susan C. Dauderis read by title only:

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.

Mr. Steven Spraker, Planning Director, explained the item was a request to allow for consistency between the Land Use amendment approved earlier in 2022 and the Zoning Map. He stated staff and the Planning Board recommended approval.

Commissioner Selby moved, seconded by Commissioner Kent, for approval of Ordinance No. 2022-32, on first reading, as read by title only.

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

Item #8B – Tattersall at Tymber Creek, Issuance of a Development Order

City Clerk Susan C. Dauderis read by title only:

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.

Mr. Steven Spraker, Planning Director, reviewed the surrounding areas of the proposed Tattersall and Tymber Creek. He explained the subdivision application process had three stages, the first was the zoning aspect of the Planned Residential Development, the second would be the Preliminary Plat and the final stage was the Final Plat. He stated a Neighborhood Meeting was held on August 23, 2022 and the Planning Board met and provided approval, four to one, on September 8, 2022. He explained Item 8B was for the zoning aspect of the project. He reviewed the previous applications on the site and discussed the prior concerns. He reviewed the differences from the prior 2022 application, noting the lot reductions from 143 to 129, the stormwater plans, elimination of the sign waiver, increase of natural and recreation areas. He discussed the project characteristics which included density, offsite improvements, natural areas, access to subdivision, wetland, lot sizes, floodplain and signage.

Commissioner Littleton inquired how the planned swale would assist with stormwater protection and drainage; whereby, Mr. Spraker stated the swale would provide a

dedicated source for the water headed north. Commissioner Littleton inquired how much storage the swale added; whereby, Mr. Spraker clarified the item was for the zoning noting the applicant may be able to answer that question if the calculations were completed, and explained all the calculations would be available at the Preliminary Plat hearing phase.

Mr. Ron Hoopper, 7 Aucuba Circle, expressed concerns regarding the stormwater. He explained he had flooding concerns for roughly 13 proposed homes, and noted he would like to see them removed from the plan.

Mr. Andy Zelenski, 6 Crossvine Drive, explained his concerns regarding communication between Tattersall and citizens as well as the stormwater drainage.

Ms. Elizabeth Zelenski, 6 Crossvine Drive, voiced her concerns in regards to stormwater runoff and drainage in relation to the surrounding neighborhoods.

Mr. Kevin Jullion, 22 Aucuba Circle, expressed his concerns for the stormwater drainage.

Commissioner Persis moved, seconded by Commissioner Littleton, for approval of Ordinance No. 2022-33, on first reading, as read by title only.

Commissioner Persis disclosed that she met with the builder of the potential development, and discussed the wet areas of the property located closer to the roadways and the dry areas hidden by the tree line; whereby, Mr. Spraker stated that was correct and noted the applicant had photos of the higher areas. Commissioner Persis discussed her support of the natural buffers. She inquired if the builder could include his desire to maintain as many trees as possible and not clear cut the property; whereby, Mr. Spraker indicated that was in the development order within Exhibit C.

Commissioner Kent inquired about the owner; whereby, Mr. Spraker stated Tymber Sky, LLC and Enclave of Timber Creek, LLC. Commissioner Kent reviewed the timeline of the previous applications and discussed the property and surrounding areas. He voiced his concerns regarding the school traffic in the morning and afternoon, noting it was an issue with Volusia County. He stated he was not supportive of the item until the infrastructure was in place.

Commissioner Selby inquired if the consultant or developer could speak on the flooding concerns.

Mr. Dwight DuRant, Zev Cohen and Associates, discussed the stormwater and recent storm, Hurricane Ian. He reviewed how the water flowed into, on and around the property. He explained the swale was for a conveyance to move the water not for a storage of water. He stated the stormwater plan was based on statistics and science. He discussed what flooding meant, and explained while some of the streets flooded but the houses did not and that was how the developments and stormwater plans were designed.

Commissioner Persis inquired about the flood zone homes on the north end of the property; whereby, Mr. DuRant stated while he did not see the flooding of the area during the storm due to safety concerns, the area was a shallow area and the swale would compensate for the area.

Commissioner Selby inquired about compensating storage and the swale; whereby, Mr. DuRant stated the area was flat and wet. Mr. DuRant explained the swale would help alleviate the wetness of the area. Commissioner Selby inquired if there would be culvert under Leeway Trail; whereby, Mr. DuRant stated there would be.

Mr. DuRant discussed compensating storage and noted if an area was filled, a nearby area would be dug out to create a space for the water to go.

Mr. Mark Watts, Cobb Cole, showed photos of the wetland and dryer areas. He reviewed the density from previous applications and the current application. He discussed the natural buffer increase and lot sizes.

Mr. Bill Lites, Zev Cohen and Associates, reviewed photos and discussed the trees and foliage within the property, noting the types of trees that grew that would not grow in wetlands. He explained there were 15 acres of wetlands on the property, noting they

Mr. Watts discussed the traffic concerns, noting all the city, county and state standards were met but understood the school traffic concerns. He explained they were willing to work with the city and Volusia County to help improve the roadway. He stated there was a 32-foot right-of-way (ROW) dedication on Tymber Creek Road for the possibility of a roadway expansion. He explained the development planned to add a sidewalk from the property to Pathways Elementary School.

Commissioner Kent discussed Volusia County infrastructure failures with LPGA Boulevard and Tymber Creek Road. He stated he was not in favor of the project until the infrastructure was in place.

Mayor Partington disclosed he met with Mr. Jim Paytas, applicant, and stated he was not in favor of the item due to the stormwater issues and quality of life impact.

Commissioner Littleton stated he was not in favor of the item last time it came before the Commission but noted he would vote yes on the item.

Item #8C – 520 & 540 Flagler Road, North Interchange, Zoning Map Amendment

ORDINANCE NO. 2022-34

Commissioner Littleton moved, seconded by Commissioner Persis, for approval of Ordinance No. 2022-34, on first reading, as read by title only.

Packet Pg. 15

Yes

City Clerk Susan C. Dauderis read by title only:

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.

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

City Clerk Susan C. Dauderis read by title only:

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.

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

Item #9 – First Reading of Ordinances

City Clerk Susan C. Dauderis read by title only:

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.

Commissioner Persis moved, seconded by Commissioner Selby, for approval of Ordinance No. 2022-37, on first reading, as read by title only.

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

Item #10 – Second Reading of Ordinances

Item #10A – 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. **(SECOND READING)**

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

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

Item #11 – Reports, Suggestions, Requests

Hurricane Ian

Mr. Shawn Finley, Public Works Director, reviewed the debris removal progress. He explained there was a shortage on debris removal trucks and noted more trucks were added as they became available. He stated the estimated completion would be November 23, 2022, noting that was day 50 of debris collection. He reviewed the daily reports and tracking process.

Mayor Partington complimented staff on the progress.

Commissioner Littleton inquired if the debris removal trucks would pick up the bagged debris; whereas, Mr. Finley stated Crowder Gulf was picking up the unbagged debris and WastePro was the normal waste hauler and would pick up any bagged debris.

Commissioner Selby inquired if Crowder Gulf would not pick up logs if the truck was almost full as the haulers get credit based on volume not weight; whereby, Mr. Finley explained volume was how the haulers were audited. Commissioner Selby asked if WastePro picked up bags on Wednesday, October 12, 2022 and if they were limiting the number of bags in the pickup; whereby, Mr. Kevin Gray, Deputy Public Works Director, explained there were spotters to look for fluff and space in the debris haulers pick up.

Mr. Gray explained WastePro initially limited the number of bags per household but noted staff corrected that and WastePro returned to picking up all bags.

Ms. Joyce Shanahan, City Manager, explained Crowder Gulf could not pick up the bagged debris as the plastic bags would interfere with the mulching of the debris.

Commissioner Persis thanked staff for the reports.

Ms. Shanahan stated staff could provide the reports daily or weekly; whereby, Mayor Partington stated he would prefer daily reports. Ms. Shanahan reviewed the damages at Bailey Riverbridge Gardens, Andy Romano Beachfront Park, The Casements, other miscellaneous parks and City Facilities.

Commissioner Kent inquired about concrete pillars for the ramp at Andy Romano Beachfront Park; whereby, Ms. Shanahan stated staff would look into it, but believed Florida Department of Environmental Protection did not allow the concrete pillars.

Ms. Shanahan explained the estimated damages totaled approximately over \$1,000,000.

Commissioner Littleton and Selby complimented staff on all their work after Hurricane Ian.

Commissioner Kent discussed his concerns regarding the height of the breakwater in front of Cassen Park. He commended Kevin Gray for his work over the years and with the storm.

Mayor Partington read a letter from a citizen that complimented an employee from the Public Works Streets Department.

Events

Ms. Shanahan invited the Commission to Employee Appreciation Day on Wednesday, October 19, 2022. She explained in the past the first meeting of November the outgoing Commission was recognized and inquired if there were any objections to doing the same at the November 1, 2022 meeting; whereby, the Commission was supportive. Ms. Shanahan explained October 21, 2022 was hazardous waste drop off at the Public Works facility hosted by Volusia county. She encouraged the Commission to attend the Senior Games Kick-Off Luncheon on October 21, 2022, the movie The Goonies was planned for Movies on the Halifax on November 4, 2022 and the Hometown Heroes Drive-thru Luncheon would be held on November 5, 2022.

Commissioner Selby thanked Ms. Shanahan regarding Mr. Martin's comments; whereby, Ms. Shanahan thanked the Public Works department for their hard work.

Commissioner Persis stated she attended the first viewing of the Dr. Mary McLeod-Bethune documentary and encouraged citizens to view it.

Commissioner Kent inquired if the hazardous waste drop-off event was publicized; whereby, Ms. Shanahan stated it was. He commended staff on the movie for Movie on the Halifax. He discussed the Reel in the Fun Fishing Tournament.

Mayor Partington invited the Commissioner-Elects to attend Employee Appreciation Day.

State of the City

Commissioner Persis thanked staff for their work with the State of the City.

Commissioner Littleton, Commissioner Selby and Commissioner Kent thanked the Mayor for their Key to the City and complimented the State of the City event.

Item #12 – Adjournment

The meeting was adjourned at 9:13 p.m.

APPROVED: November 1, 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: Howard Bailey, Fire Chief

Date: November 1, 2022

Subject: Opticom Intersection Upgrade Project - Phase III

Commission Goal: Public Safety - Other

Introduction

This is a request for the purchase and installation of upgraded emergency traffic preemption equipment (Opticom) at intersections throughout Ormond Beach, as approved in the City's Capital Improvement Program (CIP). This equipment will be upgrading and/or replacing equipment at intersections with current technology, increasing responder and citizen safety.

Background

The Ormond Beach Fire Department currently uses traffic light pre-emption to minimize response times and increase response safety for both responders and the public. Much of the equipment used is approaching 20 years of age, has become obsolete, and is no longer serviceable. Over a five-year period, the proposed upgrade will bring all controlled intersections in Ormond Beach up to the current GPS-based technology, and enhance the ability of Fire/Rescue vehicles to safely navigate traffic during emergency responses, increasing citizen and responder safety, while minimizing effects on normal traffic flow.

Discussion

Of the 38 controlled intersections in Ormond Beach, 12 already utilize GPS-based receivers, 19 use the obsolete infrared-based receivers, and 7 have no pre-emption equipment at all. The upgrade would be phased in over a five-year period, prioritizing intersections on main arterial roads. The 4th and 5th year would be to upgrade our existing GPS receivers that are out of warranty and are aging. This request and need has been recommended and confirmed by Volusia County Traffic Engineering.

Phase I of the program was completed in Fiscal Year (FY) 2020-2021, with 7 intersections upgraded, and Phase II of the program was completed in FY 2021-2022,

with an additional 7 intersections upgraded

Approval of Phase III for FY 2022-2023, will continue the program, with 8 intersections being upgraded to current technology.

This purchase will be a sole source procurement, through Traffic Control Systems, Inc. (TCS). TCS is the sole authorized Florida vendor for Opticom equipment, which is manufactured solely by Global Traffic Technologies, LLC (GTT). Maintenance of the equipment will be provided through the existing agreement with Volusia County Traffic Engineering.

The new equipment would be purchased at a cost of \$64,080, including installation by the vendor, as provided for in this year's Capital Improvement Plan (CIP) Budget.

Budget Impact

The project is included in the FY 2022-2023 budget of \$65,000 in Fund 308-Transportation Fund.

Citizen Impact

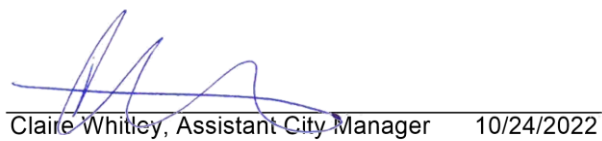
This equipment will improve the level of service provided to the residents and visitors of Ormond Beach, through increased roadway safety and decreased response times to emergencies. This equipment will create a safer traffic flow, reducing the chance of accidents, and minimizing interruptions to normal traffic flow.

Recommendation

Staff recommends that the City Commission approve the purchase and installation of Opticom traffic preemption equipment, as provided for in the CIP, in the amount of \$64,080.

Attachments:

- 22-144 Traffic Preemptions-Opticom purch (P22-0173G) (PDF)
- Transportation Control Systems 2022 agreement(PDF)
- Opticom SS Justification Form - signed 100422 (PDF)
- Sole-Source Letter TCS Florida 2022 OBFD (PDF)
- Opticom Warranty (PDF)
- Sales Quotation_18565 (003) (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 10/17/2022
Claire Whitley, Assistant City Manager 10/24/2022**APPROVED BY:**
Joyce A. Shanahan, City Manager 10/26/2022

RESOLUTION NO. 2022-144

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF OPTICOM TRAFFIC SIGNAL PREEMPTION EQUIPMENT AND SERVICES FROM TRANSPORTATION CONTROL SYSTEMS REGARDING PHASE III OF THE INTERSECTION UPGRADE PROJECT; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City's Fire Department staff is seeking to purchase Opticom traffic signal preemption equipment to be installed at selected intersections throughout the City as part of Phase III of the intersection upgrade project, and

WHEREAS, Transportation Control Systems is the sole source vendor of Opticom equipment that is compatible with the City's existing traffic signal preemption equipment, and therefore, the equipment purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of Opticom traffic signal preemption equipment from Transportation Control Systems at a cost of \$64,080.00, as specified in the Sales Quote dated October 12, 2022, a copy of which is incorporated in the contract which is attached hereto and incorporated herein by reference, and

WHEREAS, the City Manager has certified that the money for the payment of the equipment and service has been appropriated to the credit of the Transportation Fund (308) and is not appropriated for any other purpose, and

WHEREAS, the City Commission concurs in the said determination and recommendation, 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 contract for the purchase and installation of Opticom traffic signal preemption equipment from Traffic Control Systems, Inc. at a cost not to exceed \$64,080.00, and to pay the cost thereof from the Transportation Fund.

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

APPROVED AND AUTHENTICATED this 1st day of November, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Transportation Control Systems** ("Contractor"), 1030 South 86th Street, Tampa, FL 33619, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Sales Quote attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit. The warranty shall be as provided in Exhibit "B".
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
4. **Delivery.** Contractor will commence installation within ten weeks of receiving a Purchase Order from City. The installation will take approximately two hours per intersection with all eight intersections being completed within three days. Contractor shall complete the project by February 28, 2023.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
 Joyce Shanahan, City Manager
 (copy to City Attorney)
 22 South Beach Street
 Ormond Beach, FL 32174

Contractor
 Transportation Control Systems
 1030 South 86th Street
 Tampa, FL 33619

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
 \$100,000 Each Employee Bodily Injury by Disease
 \$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
 \$2 Million General Aggregate
 \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD

FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court

costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City 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 the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

(a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.
26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.
27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this _____ day of _____, 2022.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____

BILL PARTINGTON
Mayor

Print Name: _____

By: _____

JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2022.

Witnesses:

TRANSPORTATION CONTROL SYSTEMS

By: _____

Print Name: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____



TRANSPORTATION CONTROL SYSTEMS

1030 South 86th Street | Tampa, Florida 33619 | 800.886.2735 | 813.630.2800
www.tcstraffic.com

SALES QUOTE #: 1856

8.A.b

QUOTE DATE: 10/12/22 3:32PM

PAGE 1 OF 2

Quoted To

CITY OF ORMOND BEACH

PO BOX 277

ORMOND BEACH FL 32175-0277

EXHIBIT "A"

QUOTATION INFORMATION

Customer Code ORM100

Doc Owner

Document Date 10/12/22

Project References: GTT OPTICOM

Item No.	Item Description	Qty Ord	Unit Price	Ext. Price
FDOT APL TRAFFIC EQUIPMENT AGENCY TERM CONTRACT BID #: DOT-ITB-20-9034-GH				
764	4 CHANNEL MULTIMODE PHASE SELECTOR	8	\$ 2,805.0000	\$ 22,440.00
3101	OPTICOM MODEL 3101 GPS RADIO KIT, INTERSECTION CABINET MOUNT	8	\$ 2,705.0000	\$ 21,640.00
GTT-GPS-INT.-INSTALL	OPTICOM GPS INTERSECTION INSTALL	8	\$ 2,500.0000	\$ 20,000.00

Quotation Totals And Terms On Next Page



TERMS & CONDITIONS FOR TRANSPORTATION CONTROL SYSTEMS, INC. QUOTATIONS

- ALL ITEMS ARE QUOTED FOB WAREHOUSE.

- SHIPPING CHARGES:

ORDERS DELIVERED TO FLORIDA AND TENNESSEE - ORDERS GREATER THAN \$ 2,500 ARE FREIGHT ALLOWED.
ORDERS DELIVERED TO GA, AL, NC, SC, LA, MS - ORDERS GREATER THAN \$ 2,500 ARE FREIGHT ALLOWED.

- LEAD TIMES:

SCHEDULE IS DETERMINED AFTER RECEIPT OF APPROVED DRAWINGS AND RELEASED BY CUSTOMER. ACTUAL SCHEDULES ARE SUBJECT TO CHANGE DUE TO EXTENUATING CIRCUMSTANCES.

- ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY TRANSPORTATION CONTROL SYSTEMS, INC. UPON RECEIPT OF PURCHASE ORDER.

- PLEASE REFERENCE TCS QUOTE NUMBERS ON ALL PURCHASE ORDERS.

- TERMS ARE NET 30 DAYS FOR ESTABLISHED ACCOUNTS.

- TAX CALCULATIONS ARE FOR ESTIMATE PURPOSES ONLY. ACTUAL SALES TAX WILL BE CHARGED BASED ON SHIP TO ADDRESS.

- QUOTES ARE VALID FOR 30 DAYS. PRICES ARE SUBJECT TO CHANGE IF THE ORDER IS NOT RELEASED IN 60 DAYS FROM THE DATE OF PURCHASE ORDER.

Quotation Totals

Sub-Total		\$ 64,080.00
Freight	\$	0.00
Tax	\$	0.00
Total Amount		\$ 64,080.00

Signature _____

Date _____

To protect the purchases made by its valued customers and as demonstration of the superb quality of its Opticom products, Global Traffic Technologies, LLC ("GTT") offers a robust warranty program with its Opticom product line, pursuant to the terms and conditions herein. This warranty is made for the exclusive benefit of the original end-user customer and shall not accrue to the benefit of any other user, third party or dealer, unless otherwise required by law.

The Opticom warranty includes all Opticom hardware products sold to an end-user customer, with coverages as follows:

Years 1-5

Should an Opticom component* fail within the first five years after purchase, GTT will repair or replace (at GTT's discretion) the product at no charge to the end-user customer.

Years 6-10

Should an Opticom component fail within years 6-10 after purchase, GTT will repair or replace (at GTT's discretion) the product for a fee of 25% of the then current list price. All repairs carry a one-year warranty.

Extended Warranty

For an up-front fee of 15% of the original purchase price, any end-user customer may elect to extend the "Years 1-5" warranty to a ten year warranty, meaning should an Opticom component fail within the first ten years after purchase, GTT will repair or replace (at GTT's discretion) the product at no charge to the end-user customer.

*Excludes 4000 series vehicle computers and 400 series GPS/radios.

Note: Opticom 795 emitters are excluded from the "Years 6-10" and "Extended Warranty" sections of this warranty program. Extended warranties for 4000 series vehicles computers and 400series GPS/radios are available. Consult your local GTT representative or dealer for specifics.

Exclusive Limited Warranty

GTT warrants that, during the warranty period described above, its Opticom system will deliver the same level of system operability and functionality as defined in the published GTT specifications applicable to the version of components purchased. Warranty Exclusions: This warranty shall not apply to (A) incandescent lamps (confirmation lamps) or (B) to any defect or impairment of operability or functionality resulting from or caused by: (1) alteration, misuse, incorrect installation, neglect of the system or damage due to an accident; (2) repair or modification of the system by persons not authorized by GTT; (3) extreme atmospheric or weather conditions; (4) events or use outside the normal or anticipated course; or (5) improper packaging or damage during shipment by the end-user customer or party other than GTT. In addition, the Opticom system integrates an array of matched components. GTT has designed, developed and tested Opticom system components as part of a matched component system. To ensure system integrity and optimal performance, the emitters, detectors, radios/GPS components, detector cables, phase selectors/discriminators and system software must all be GTT components. The use or integration of any GTT system with any non-GTT component shall void all GTT warranties with respect to such GTT system.

Sale and use of the Opticom system is expressly restricted to authorized agencies of government customers, within their specific jurisdictions. However, because the signal

generated by the Opticom system is not exclusive, GTT does not warrant exclusive activation by purchaser. Authorized users desiring to use or coordinate use of the Opticom system with that of other jurisdictions must first obtain the prior written approval of each authorized user in the jurisdiction where use is sought.

Warranty Claim Process: Contact your authorized Opticom dealer, or contact GTT technical service at 800-258-4610 or download a warranty & services request form at www.gtt.com. Outside of the United States, please contact our headquarters in St. Paul, MN at 651-789-7333



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: _____

Date 10/04/2022Vendor: Transportation Control SystemsCost: \$ 64,080Requested by: N. Quartier, Deputy ChiefDepartment: Fire

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:

This request is for the equipment and installation necessary to upgrade the Opticom traffic pre-emption equipment at City intersections to current GPS-based technology. The equipment for each intersection includes: 4-channel multimode phase selectors, Model 3101 GPS Radio Kits, Intersection Cabinet mounts, and associated installation of these items.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

The City currently has Opticom equipment installed at intersections, for traffic pre-emption city-wide, thus making the requested items necessary for upgrading the current system.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

Opticom pre-emption products are manufactured by Global Traffic Technologies, LLC (GTT), and Transportation Control Systems (requested vendor) is its sole authorized Florida dealer. GTT has provided a letter (attached) confirming TCS as the sole Florida dealer for this equipment.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Signature (Dept. Director or Division Manager)_____
Deputy Chief, OBFD_____
Title

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). (5) **Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.**



October 6, 2022

Nate Quatier
Deputy Chief
Ormond Beach Fire Department
364 S. Atlantic Avenue
Ormond Beach, FL 32176

Dear Deputy Chief Quartier:

This letter is being sent in response to your request regarding the Opticom™ priority control system. Opticom is manufactured by Global Traffic Technologies, LLC (GTT). Since 1968, Opticom has been the standard in priority control, now totaling more than 3,100 customers, 70,000+ intersections and 70,000+ vehicles worldwide. Worth noting, GTT's Opticom system is used in 41 of the 50 largest U.S. cities, amongst many other deployments in Canada, Europe, Asia-Pacific and the Middle-East.

GTT invests heavily in research and development, to ensure its customers always receive the best value and most feature-rich solutions when buying priority control. This effort has led to more than 100 patents, either granted or in-process.

While the topic of a mixed system sometimes emerges, please note that GTT designs, develops and tests each Opticom component as part of a "matched component system." This means that "mixing" non-Opticom components raises concerns, including:

- Security is accomplished through Opticom's proprietary design, which prevents unauthorized use of the system. Mixing components would significantly reduce or even eliminate the security measures GTT has built into the Opticom solution
- Mutual aid to and/or from surrounding communities depends on compatibility amongst signal priority solutions. The use of Opticom components with non-Opticom components has not been designed for or tested by GTT
- Proper testing of compatibility would require inclusion of all of the potential operating scenarios (temperature, humidity, electrical and accelerated life) and third-parties. Further, testing would need to be repeated each time an Opticom or third-party component was updated, making testing impractical. While the Opticom matched component system is guaranteed, mixing Opticom components with non-Opticom



components voids the warranty of the connected Opticom components and transfers the liability of any such incompatibility from the manufacturer to the customer

- The Opticom model 764 phase selector is not compatible with other brands' GPS emitters
- The Opticom Central Management Software is a proprietary software program for the Opticom system that is not compatible with any other vendor's equipment or software

For the above reasons, GTT strongly recommends keeping the Opticom system whole.

In the state of Florida, Transportation Control Systems (TCS) is the authorized dealer for GTT. There are currently no other authorized dealers of GTT's products in Florida and GTT is the sole-source provider/manufacturer of Opticom products.

Please contact GTT or TCS if you have further questions or if you require additional detail. GTT and/or TCS will also provide a list of references if you'd like to talk with others about this topic.

Sincerely,

Daniel C. Dolsky
Client Services Manager
Global Traffic Technologies, LLC.
(651) 789-7340

To protect the purchases made by its valued customers and as demonstration of the superb quality of its Opticom products, Global Traffic Technologies, LLC ("GTT") offers a robust warranty program with its Opticom product line, pursuant to the terms and conditions herein. This warranty is made for the exclusive benefit of the original end-user customer and shall not accrue to the benefit of any other user, third party or dealer, unless otherwise required by law.

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Years 6-10

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Extended Warranty

For an up-front fee of 15% of the original purchase price, any end-user customer may elect to extend the "Years 1-5" warranty to a ten year warranty, meaning should an Opticom component fail within the first ten years after purchase, GTT will repair or replace (at GTT's discretion) the product at no charge to the end-user customer.

*Excludes 4000 series vehicle computers and 400 series GPS/radios.

Note: Opticom 795 emitters are excluded from the "Years 6-10" and "Extended Warranty" sections of this warranty program. Extended warranties for 4000 series vehicles computers and 400series GPS/radios are available. Consult your local GTT representative or dealer for specifics.

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GTT warrants that, during the warranty period described above, its Opticom system will deliver the same level of system operability and functionality as defined in the published GTT specifications applicable to the version of components purchased. Warranty Exclusions: This warranty shall not apply to (A) incandescent lamps (confirmation lamps) or (B) to any defect or impairment of operability or functionality resulting from or caused by: (1) alteration, misuse, incorrect installation, neglect of the system or damage due to an accident; (2) repair or modification of the system by persons not authorized by GTT; (3) extreme atmospheric or weather conditions; (4) events or use outside the normal or anticipated course; or (5) improper packaging or damage during shipment by the end-user customer or party other than GTT. In addition, the Opticom system integrates an array of matched components. GTT has designed, developed and tested Opticom system components as part of a matched component system. To ensure system integrity and optimal performance, the emitters, detectors, radios/GPS components, detector cables, phase selectors/discriminators and system software must all be GTT components. The use or integration of any GTT system with any non-GTT component shall void all GTT warranties with respect to such GTT system.

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Warranty Claim Process: Contact your authorized Opticom dealer, or contact GTT technical service at 800-258-4610 or download a warranty & services request form at www.gtt.com. Outside of the United States, please contact our headquarters in St. Paul, MN at 651-789-7333



TRANSPORTATION CONTROL SYSTEMS

1030 South 86th Street | Tampa, Florida 33619 | 800.886.2735 | 813.630.2800
www.tcstraffic.com

SALES QUOTE #: 18565

8.A.f

QUOTE DATE: 10/12//22 3:32PM

PAGE 1 OF 2

Quoted To

CITY OF ORMOND BEACH

PO BOX 277

ORMOND BEACH FL 32175-0277

QUOTATION INFORMATION

Customer Code ORM100

Doc Owner

Document Date 10/12/22

Project References: GTT OPTICOM

Item No.	Item Description	Qty Ord	Unit Price	Ext. Price
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764	4 CHANNEL MULTIMODE PHASE SELECTOR	8	\$ 2,805.0000	\$ 22,440.00
3101	OPTICOM MODEL 3101 GPS RADIO KIT, INTERSECTION CABINET MOUNT	8	\$ 2,705.0000	\$ 21,640.00
GTT-GPS-INT.-INSTALL	OPTICOM GPS INTERSECTION INSTALL	8	\$ 2,500.0000	\$ 20,000.00

Quotation Totals And Terms On Next Page



**TERMS & CONDITIONS FOR TRANSPORTATION CONTROL SYSTEMS, INC.
QUOTATIONS**

- ALL ITEMS ARE QUOTED FOB WAREHOUSE.
- SHIPPING CHARGES:
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ORDERS DELIVERED TO GA, AL, NC, SC, LA, MS - ORDERS GREATER THAN \$ 2,500 ARE FREIGHT ALLOWED.
- LEAD TIMES:

SCHEDULE IS DETERMINED AFTER RECEIPT OF APPROVED DRAWINGS AND RELEASED BY CUSTOMER. ACTUAL SCHEDULES ARE SUBJECT TO CHANGE DUE TO EXTENUATING CIRCUMSTANCES.
- ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY TRANSPORTATION CONTROL SYSTEMS, INC. UPON RECEIPT OF PURCHASE ORDER.
- PLEASE REFERENCE TCS QUOTE NUMBERS ON ALL PURCHASE ORDERS.
- TERMS ARE NET 30 DAYS FOR ESTABLISHED ACCOUNTS.
- TAX CALCULATIONS ARE FOR ESTIMATE PURPOSES ONLY. ACTUAL SALES TAX WILL BE CHARGED BASED ON SHIP TO ADDRESS.
- QUOTES ARE VALID FOR 30 DAYS. PRICES ARE SUBJECT TO CHANGE IF THE ORDER IS NOT RELEASED IN 60 DAYS FROM THE DATE OF PURCHASE ORDER.

Quotation Totals

Sub-Total		\$ 64,080.00
Freight	\$	0.00
Tax	\$	0.00
Total Amount		\$ 64,080.00

Signature _____

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: Kelly McGuire, Finance Director

Date: November 1, 2022

Subject: Auto Renew Contract - Central Square Annual Maintenance

Commission Goal: Governance - Other

Introduction

This is a resolution notifying the City Commission of staff's intent to continue the Central Square Technologies maintenance agreement for an additional year.

Background

This maintenance agreement covers ongoing support for the Central Square Technologies products that are presently in use and will be required until the City completes the multi-year migration to the new Tyler Enterprise Resource Management System (Tyler). The City previously utilized Central Square Technologies as the central system for accounting, payroll, accounts payable, accounts receivable, utility billing, fixed assets and cash receipts. The City continues to use the system for land management, building permits, business tax receipts, code enforcement, planning and zoning, work orders, and facilities maintenance.

Discussion

For the Fiscal Year (FY) 2022-2023, the invoice amount is \$89,716.05. Support for several modules including Purchasing, HR/Payroll, and Accounts Receivable have been transitioned to Tyler and discontinued. The following chart outlines the changes from year to year per module and overall. The overall increase for this renewal is 5%.

Department	FY 2021-22	FY 2022-23
Document Management	1,462.44	1,535.56
Planning/Building/Permitting/Mapping	44,153.79	46,361.46
Code Enforcement	4,505.53	4,730.91
Land	4,668.04	4,901.44
Engineering	5,953.25	6,250.91

Utility Billing/Cash Receipts	2,836.27	2,978.08
Financials	13,924.07	14,535.27
Work Orders	8,021.35	8,422.42
Total	\$85,524.74	\$89,716.05

Budget Impact

The renewal for this agreement in the amount of \$89,716.05 is included in the FY 2022-2023 budget in Fund-401 Water and Wastewater Operating Fund and sufficient funds are available.

Citizen Impact

The Central Square Technologies products covered by this agreement provide the technology necessary for citizens to conduct business with the City, and for staff to perform essential duties and manage the financial resources entrusted to the City by the citizens.

Recommendation

It is recommended that the City Commission approve the Resolution authorizing the agreement with Central Square Technologies for an additional year.

Attachments:

- 22-145 Central Square payment (P22-0175G) (PDF)
- Invoices(PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/10/2022


Claire Whitley, Assistant City Manager 10/24/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/26/2022

RESOLUTION NO. 2022-145

A RESOLUTION AUTHORIZING THE CONTINUATION OF AN AGREEMENT WITH CENTRAL SQUARE TECHNOLOGIES FOR ANNUAL MAINTENANCE SUPPORT OF THE CITY'S ENTERPRISE RESOURCE SYSTEM (NAVILINE); AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in 1987 the City entered into a Licensed Programs Agreement with HTE, Inc. (now Central Square Technologies) for ongoing maintenance support of the City's enterprise software system (Naviline), and

WHEREAS, in 2002 a Supplement to the 1987 Licensed Programs Agreement was executed updating the licensed programs and associated pricing, and

WHEREAS, in 2009 an Amendment 1 to the 2002 Supplement was executed updating the licensed programs and associated pricing and also setting forth a new three-year term ending September 30, 2012; thereafter, the contract continues on a year-to-year basis until terminated, and

WHEREAS, the annual maintenance fee for FY2022-23 is \$89,716.05 (a copy of the invoices from Central Square are attached hereto and incorporated herein by reference), and

WHEREAS, Section 2-300(f)(1)(a), *Code of Ordinances*, requires any contract or expenditure exceeding \$25,000 be approved by resolution, and

WHEREAS, the City Manager has certified that \$89,716.05 for payment of the annual maintenance has been appropriated to the credit of the Water and Wastewater Operating Fund (401) 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 approves continuation of an agreement with Central Square Technologies for ongoing maintenance of the City's enterprise software system (Naviline) for FY2022-23 and payment of the annual maintenance fee of \$89,716.05 to Central Square Technologies.

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

APPROVED AND AUTHENTICATED, this 1st day of November, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Ormond Beach
Aaron Irwin
P.O. Box 277
22 South Beach Street
ORMOND BEACH FL 32175
United States

Ship To
City of Ormond Beach
Aaron Irwin
P.O. Box 277
22 South Beach Street
ORMOND BEACH FL 32175
United States

Invoice

8.B.b

Invoice No (1 of 1)
360765

Date
8/4/2022

Page
1 of 1

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
2061LG	City of Ormond Beach		USD	Net 30	9/30/2022

	Description	Units	Rate	Extended
Contract No. Q-100265				
1	NaviLine Click2Gov3 Building Permits - Access Fee Maintenance: Start:10/1/2022, End: 9/30/2023	1	\$2,660.09	\$2,660.09
2	NaviLine Click2Gov3 Business Licenses - Access Fee Maintenance: Start:10/1/2022, End: 9/30/2023	1	\$2,495.97	\$2,495.97
3	NaviLine Click2Gov3 Core - Access Fee Maintenance: Start:10/1/2022, End: 9/30/2023	1	\$10,195.28	\$10,195.28

**Please include invoice number(s) on your remittance advice,
made payable to Superior, LLC**
ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	\$15,351.34
Tax	\$0.00
Invoice Total	\$15,351.34
Payments Applied	\$0.00
Balance Due	\$15,351.34



Superior, LLC, a CentralSquare Company
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Lake Mary, FL 32746

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United States

Invoice

8.B.b

Invoice No (1 of 1)

360287

Date

8/3/2022

Page

1 of 3

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
2061LG	City of Ormond Beach		USD	Net 30	9/30/2022

	Description	Units	Rate	Extended
Contract No. Q-100256				
1	NaviLine Global Financials Annual Maintenance Fee - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023	1	\$0.00	\$0.00
2	Vantage Points Viewer - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023	38	\$318.53	\$12,104.14
3	NaviLine Building Permits - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023	1	\$7,747.70	\$7,747.70
4	NaviLine GMBA w/Extended Reporting - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023	1	\$12,835.27	\$12,835.27
5	NaviLine Business Licenses - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023	1	\$3,272.82	\$3,272.82
6	NaviLine Code Enforcement - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023	1	\$4,730.81	\$4,730.81
7	NaviLine Land/Parcel Mgmt-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023	1	\$4,901.44	\$4,901.44
8	NaviLine Cash Receipts-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023	1	\$2,978.08	\$2,978.08
9	NaviLine Work Orders/Facility Management - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023	1	\$8,422.42	\$8,422.42



Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Invoice

8.B.b

Invoice No (1 of 1)

360287

Date

8/3/2022

Page

2 of 3

Bill To

City of Ormond Beach
Aaron Irwin
P.O. Box 277
22 South Beach Street
ORMOND BEACH FL 32175
United States

Ship To

City of Ormond Beach
Aaron Irwin
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ORMOND BEACH FL 32175
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
2061LG	City of Ormond Beach		USD	Net 30	9/30/2022

	Description	Units	Rate	Extended
10	OnePoint Point-of-Sale - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023	1	\$3,676.09	\$3,676.09
11	NaviLine Planning & Engineering Electronic Plan Review Int - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023	1	\$1,335.97	\$1,335.97
12	NaviLine Document Management Services - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023	1	\$1,535.56	\$1,535.56
13	NaviLine Planning & Engineering - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023	1	\$6,250.91	\$6,250.91
14	Vantage Points Address - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023	1	\$2,873.50	\$2,873.50
15	Distribution Services - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023	1	\$0.00	\$0.00
16	Technical Services - TS - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023	1	\$0.00	\$0.00



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ORMOND BEACH FL 32175
United States

<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
2061LG	City of Ormond Beach		USD	Net 30	9/30/2022

**Please include invoice number(s) on your remittance advice,
made payable to Superion, LLC**

ACH:

Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:

12709 Collection Center Drive
Chicago, IL 60693

Subtotal \$72,664.71

Tax \$0.00

Invoice Total \$72,664.71

Payments Applied \$0.00

Balance Due **\$72,664.71**

Invoice

8.B.b

Invoice No (1 of 1)

360287

Date

8/3/2022

Page

3 of 3



Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Invoice

8.B.b

Invoice No (1 of 1)

360171

Date

8/02/2022

Page

1 of 1

Bill To

City of Ormond Beach
Aaron Irwin
P.O. Box 277
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ORMOND BEACH FL 32175
United States

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ORMOND BEACH FL 32175
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
2061LG	City of Ormond Beach		USD	Net 30	9/30/2022

Description	Units	Rate	Extended
Contract No. Q-100262			
1 Modifications - Annual Maintenance Fee Maintenance: Start:10/01/2022, End: 9/30/2023	17	\$100.00	\$1,700.00
2 NaviLine User Interface Annual Maintenance Fee - Annual Maintenance Fee Superion NaviLine User Interface Maintenance: Start:10/01/2022, End: 9/30/2023	1	\$0.00	\$0.00

Please include invoice number(s) on your remittance advice,
made payable to Superion, LLC

ACH:

Routing Number 121000358

Account Number 1416612641

E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:

12709 Collection Center Drive

Chicago, IL 60693

Subtotal

\$1,700.00

Tax

\$0.00

Invoice Total

\$1,700.00

Payments Applied

\$0.00

Balance Due

\$1,700.00



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: Kelly McGuire, Finance Director

Date: November 1, 2022

Subject: Procurement of Grant Management Services for Hurricane Ian

Commission Goal: N/A

Introduction

This agenda item serves as notification of staff's intent to engage Federal Emergency Management Agency (FEMA) Grant Management Support with Thompson Consulting Services, LLC through a piggyback contract with Volusia County, contract number 17-SQ-43BB.

Background

Governor Ron DeSantis declared a state of emergency on September 24, 2022 for the state of Florida, and both Volusia County and the City of Ormond Beach issued declarations of local emergency due to Hurricane Ian on September 27, 2022. Thompson Consulting Service assisted with Grant Management Services for hurricanes Matthew and Irma. They have assisted city staff in achieving \$11 million dollars in reimbursement for these prior storms.

Volusia County advertised this project in 2017 and in March of 2022 extended this contract through an amendment.

Discussion

The City is in the process of removing debris and repairing facilities resulting from Hurricane Ian. The cost of these services is expected to be 4 to 5 million dollars. FEMA has authorized 100% reimbursement for debris removal conducted within a limited timeframe and will reimburse other expenditures at 75% if all requirements are met. These requirements include specific procurement methods and the creation and submittal of supporting documentation. The state typically reimburses 12.5% of eligible expenses if all requirements are met.

The Finance Department is providing guidance to city divisions on FEMA procurement

requirements, however Finance staff will need assistance from a consultant well versed in these requirements in order to maximize the city's reimbursement potential. The requested grant assistance services are expected to exceed \$25,000, which normally requires the issuance of a formal Request for Proposal. Given the emergency nature of this procurement, staff reviewed piggybacking opportunities. Volusia County has a current contract #17-SQ-43BB with Thompson Consulting Services, LLC for Grant Management Services. The piggybacking process allows the City to quickly have a contractor in place during an emergency period familiar with City policies and locations while also taking advantage of the reduced buying power rates.

The initial upfront expense for their service is expected to be approximately between \$125K to \$175K.

Position	Hourly Rate (\$)	Quantity	Avg Hours per Week	Weeks	Budget Estimate (\$)
Project Manager	150.00	1	2	20	6,000.00
Senior Grant Management Consultant	135.00	1	16	20	43,200.00
Grant Management Consultant	110.00	1	24	20	52,800.00
Project Engineer	115.00	1	40	3	13,800.00
<i>Estimated Travel Costs (2 traveling staff at average of \$260/day/person, 21 days each)</i>					\$10,920.00
TOTAL ESTIMATE					126,720.00

Budget Impact

FEMA allows a 5% allowance for FEMA PA management services to be reimbursed at 100%. Staff believes the city will stay within those estimates, resulting in the city receiving 100% reimbursement for all Thompson Consulting Services, LLC expenses. A budget amendment will be necessary for all expenses incurred as a result of Hurricane Ian.

Citizen Impact

The use of a grant consultant will maximize the city's reimbursement of Hurricane Ian related costs, thus minimizing the direct cost to residents.

Recommendation

Staff recommends approval of a contract with Thompson Consulting Services, LLC to assist in Grant Management Services.

Attachments:

- 22-146 Grant Management Services, Thompson Consulting (P22-0176G) (PDF)
- Ormond Beach Cooperative Purchasing Agreement (PDF)

- Exhibit A combined (PDF)
- Proposal Cost (DOCX)

REVIEWED BY:


Kelly McGuire, Finance Director 10/24/2022


Claire Whitley, Assistant City Manager 10/24/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/26/2022

RESOLUTION NO. 2022-146

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND THOMPSON CONSULTING SERVICES, LLC, FOR DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES RESULTING FROM HURRICANE IAN, UNDER COUNTY OF VOLUSIA RSQ NUMBER 17-SQ-43BB; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in September of 2022, Hurricane Ian made landfall in the City of Ormond Beach and within the Volusia County area, and

WHEREAS, residents and businesses throughout the City of Ormond Beach sustained severe damage as a result of Hurricane Ian, and

WHEREAS, the Federal and State governments declared Volusia County, including Ormond Beach, as a national disaster area related to Hurricane Ian, and

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, provides a municipality with the power and authority to take every prudent action necessary to ensure the health, safety, and welfare of the community in response to a natural disaster, and

WHEREAS, Section 2-300(a)(9), Code of Ordinances, allows the City to utilize a competitive bid solicited by any other municipal, county, state or federal governmental agency, or any combination of such agencies, in purchasing items requiring competitive sealed bids, and

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to execute an agreement with Thompson Consulting Services, LLC, to provide disaster cost recovery and related grant and project

management services (“services”) resulting from Hurricane Ian, under the County of Volusia Request for Statement of Qualifications (RSQ) No. 17-SQ-43BB, a copy of said RSQ being incorporated in the agreement attached hereto and incorporated herein by reference, and

WHEREAS, FEMA allows a 5% allowance for Federal Emergency Management Agency (FEMA) Public Assistance (PA) services to be reimbursed at 100%, and

WHEREAS, staff anticipates the expenses for services provided by Thompson Consulting Services, LLC, will remain within the 5% allowance, at an estimated cost between approximately \$125,000 to \$175,000, and

WHEREAS, the City Manager has certified that funding associated with the services will be available in the FY 2022-23 budget, with anticipation of full reimbursement through FEMA; 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 an agreement with Thompson Consulting Services, LLC, to provide disaster cost recovery and related grant and project management services resulting from Hurricane Ian, under the County of Volusia RSQ No. 17-SQ-43BB, and to pay the estimated costs therefore (between approximately \$125,000 to \$175,000) from the FY 2022-23 budget, with anticipation of full reimbursement through FEMA.

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

APPROVED AND AUTHENTICATED this 1st of November, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



Cooperative Purchasing Professional Services Agreement General Terms and Conditions

This Cooperative Purchasing Professional Services Agreement ("Agreement") is dated November 1, 2022 by and between **Thompson Consulting Services, LLC** (hereinafter referenced as "Consultant"), with offices at 2601 Maitland Center Pkwy, Maitland, FL 32751 and the **City of Ormond Beach, Florida** (hereinafter referenced as "Client" or "End User"), a political subdivision of the State of Florida, with an address of 22 S Beach St, Ormond Beach, FL 32174;

Whereas, Consultant has entered into an agreement for Disaster Cost Recovery and Related Grant and Project Management Services (Solicitation Number 17-SQ-43BB) effective as of June 15, 2017 with the County of Volusia, Florida (hereinafter referred to as "County Contract" and attached as **Exhibit A**);

Whereas, Client desires to be an End User under the County Contract;

Whereas, both parties hereby agree to be bound to the terms and conditions of the County Contract;

Now therefore, in consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

The term of this Agreement shall commence on the date first above written, and shall expire on the same date set forth in the County Contract. The term of this Agreement shall be dependent upon any renewal(s) of the County Contract, and any exercised renewal of County Contract shall automatically renew this Agreement for the same period as County Contract. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with **Exhibit A** attached hereto.

3. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

4. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties.

5. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing

Rates as set forth in the County Contract. Consultant's rates are subject to any exercised price escalation of County Contract.

6. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided herein. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

7. WORK PRODUCT

Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Products"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion and (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.

8. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

9. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety (including, but not limited to, any supervision of operations of others, training, audit or observation of safety programs of others) and safety of persons other than Consultant's employees. Client acknowledges that Consultant has no responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security or safety.

10. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all



Cooperative Purchasing Professional Services Agreement General Terms and Conditions

services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving thirty (30) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement. Upon termination, the terms and conditions found in this Agreement concerning ongoing or future obligations and contractual responsibilities and interpretation thereof shall survive its termination.

11. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

12. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

End User:	<u>City of Ormond Beach</u>
Attention:	<u></u>
Address:	<u></u>
	<u></u>
	<u></u>
Consultant:	<u>Thompson Consulting Services, LLC</u>
Attention:	<u>Nate Counsell, Vice President</u>
Address:	<u>2601 Maitland Center Parkway</u>
	<u>Maitland, FL 32751</u>

13. MISCELLANEOUS

A. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

B. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.



Cooperative Purchasing Professional Services Agreement General Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

THOMPSON CONSULTING SERVICES, LLC

CITY OF ORMOND BEACH, FLORIDA

By: _____
Name: Jon Hoyle
Title: President
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Please return executed copy of these terms and conditions to the attention of:

Lydia Pena
LPena@ThompsonCS.net
(407) 792-0018 – Phone



Cooperative Purchasing Professional Services Agreement General Terms and Conditions

EXHIBIT A



BUDGET AND ADMINISTRATIVE SERVICES

Purchasing and Contracts

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608

Phone: 386-736-5935 • Fax: 386-736-5972

E-mail: purchasing@volusia.org Web: www.volusia.org

Submittal Due Date
Thursday, March 02, 2017

Submittal Due Time
3:00 p.m., EST

Submit Responses To:
County of Volusia
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
DeLand, FL 32720-4608

Project Contact
Rebecca Bishop, Sr. Procurement Analyst
Phone: 386-822-5764 • Fax: 386-736-5972
E-mail: rbishop@volusia.org
www.volusia.org/bidlist

17-SQ-43BB

Disaster Cost Recovery and Related Grant and Project Management Services

DO NOT RESPOND TO THIS SOLICITATION ON LINE

Expressions of interest and qualification data will be received at the Office of the Volusia County Director of Purchasing & Contracts, 123 W. Indiana Avenue, 3rd Floor, Room **302**, DeLand, FL 32720-4608, **until 3:00 p.m. on Thursday, March 02, 2017.** Submittals received after this deadline **will not** be considered for award. The purpose of the Request for Statement of Qualifications (RSQ) is to select the most highly qualified firm(s) to provide Disaster Cost Recovery and Related Grant and Project Management Services for the Finance Department, Accounting Division, of Volusia County, Florida.

1.0 PURPOSE & OVERVIEW

The purpose of the Request for Statement of Qualifications (RSQ) is to select the most highly qualified firm(s) to provide the requested services. Submittals will be reviewed and evaluated as to qualifications to perform the services required by an Evaluation Committee of County staff, who will make a recommendation for award by the County Council.

The County reserves the right to award to multiple firms. It is anticipated that selected firms will be awarded a Contract period of an initial five (5) year term with two (2) subsequent one (1) year renewals.

All renewals will be contingent upon mutual and written agreement and, when applicable, approval of County Council.

2.0 SCOPE OF SERVICE

A general description of the scope of professional services required is, but not limited to, the scope detailed on Exhibit A.

2.1 Background

Since 1998 the County has experienced eleven federally declared disaster events, including Hurricane Matthew. For these events, the County received federal aid to supplement its costs for response and recovery. The aid dollars were received from various federal programs, including the Federal Emergency Management (FEMA) Public Assistance and Fire Suppression Assistance programs and the Federal Highway Administration's Emergency Relief program. In 2004 the County experienced three hurricanes between August 13th and September 25th with costs totaling close to \$40,000,000. Listed below is a breakdown of these and other disaster related costs:

Disaster	Category	Small Projects Cost	# Small PW's	Large Projects Cost	# Large PW's	Disaster Total
1998 Tornado	A	\$0	0	\$113,800	2	\$113,800
	B	36,600	1	0	0	\$36,600
	C	0	0	54,400	1	\$54,400
	E	10,500	2	0	0	\$10,500
Total: 1998 Tornado		\$47,100	3	\$168,200	3	\$215,300
1998 Wildfires	B	\$0	0	\$2,270,000	1	\$2,270,000
	Fire Supp			1,172,000	1	\$1,172,000
Total: 1998 Wildfires		\$0	0	\$3,442,000	2	\$3,442,000
Hurricane Floyd	A	\$163,000	10	\$529,000	1	\$692,000
	B	171,000	10	527,000	6	\$698,000
	C	38,100	2	301,300	1	\$339,400
	E	\$50,100	8	212,400	2	\$262,500
	G	292,100	14	81,200	1	\$373,300
Total: Hurricane Floyd		\$714,300	44	\$1,650,900	11	\$2,365,200
Hurricane Irene	A	\$133,900	5	\$750,800	1	\$884,700
	B	45,900	4	0	0	\$45,900
	C	21,800	1	0	0	\$21,800
	E	55,400	5	0	0	\$55,400
	G	17,500	2	0	0	\$17,500
Total: Hurricane Irene		\$274,500	17	\$750,800	1	\$1,025,300

Disaster	Category	Small Projects Cost	# Small PW's	Large Projects Cost	# Large PW's	Disaster Total
Hurricane Charley	A	\$86,500	10	\$3,127,000	10	\$3,213,500
	B	327,000	24	280,000	4	\$607,000
	C	29,000	2	209,000	1	\$238,000
	E	160,800	17	0	0	\$160,800
	F	20,600	4	0	0	\$20,600
	G	30,000	2	351,000	1	\$381,000
Total: Hurricane Charley		\$653,900	59	\$3,967,000	1	\$4,620,900
Hurricane Frances	A	\$106,000	9	\$8,559,000	11	\$8,665,000
	B	243,000	22	1,411,000	10	\$1,654,000
	C	38,000	2	0	0	\$38,000
	E	205,000	31	0	0	\$205,000
	G	1,300	1	0	0	\$1,300
Total: Hurricane Frances		\$593,300	65	\$9,970,000	21	\$10,563,300
Hurricane Jeanne	A	\$70,750	5	\$12,000,000	14	\$12,070,750
	B	225,000	11	1,091,000	4	\$1,316,000
	C	41,000	1	1,047,000	4	\$1,088,000
	E	60,000	9	0	0	\$60,000
	F	58,000	8	0	0	\$58,000
	G	107,000	10	1,273,000	6	\$1,380,000
	FHWA	0	0	5,555,700	1	\$5,555,700
Total: Hurricane Jeanne		\$561,750	44	\$20,966,700	29	\$21,528,450
Severe Storms and Tornadoes	A	\$2,193	3	\$1,467,950	2	\$1,470,143
	B	4,272	9	368,055	4	372,327
	C	0	0	11,471	1	11,471
	E	78,368	8	74,404	2	152,772
Total: Severe Storms and Tornadoes		\$84,833	20	\$1,921,880	9	\$2,006,713
Tropical Storm Fay	A	\$27,826	1	\$94,250	1	\$122,076
	B	91,111	7	1,419,306	6	1,510,418
	C	18,572	1	392,770	2	411,342
	E	2,100	1	0	0	2,100
	F	0	0	121,545	1	121,545
Total: Tropical Storm Fay		\$139,609	10	2,027,871	10	\$2,167,481
Northeast Florida Flooding	A	\$38,441	2	\$0	0	\$38,441
	B	158,974	13	389,127	1	548,101
	C	53,574	2	189,578	2	243,152
	E	109,589	4	98,862	1	208,451
	G	12,990	5	0	0	12,990
Total: Northeast Florida Flooding		\$373,568	26	\$677,567	4	\$1,051,135

The County is currently working on the cost recovery for Hurricane Matthew. Hurricane Matthew impacted Volusia County October 7, 2016. So far, the estimated costs are approximately \$30 million and FEMA Project Worksheets are in the process of being prepared.

For disaster-related events, the Accounting Division has acted as the County's lead agency in the cost recovery process. In addition, the division plays an active role in the preliminary damage assessment process that is executed shortly after a disaster occurs. The Accounting staff has been involved in coordinating and preparing FEMA Project Worksheets requiring a thorough knowledge of Federal eligibility rules and guidelines. In most cases, they act as a liaison between the Federal agency and the County department representatives to ensure all cost documentation requirements are met. Staff accounts for all disaster related costs in accordance with generally accepted accounting principles as they relate to governments. Also, staff prepares the necessary federally required schedules and reports and coordinates project and grant closure.

The County currently contracts with the following firms: O'Brien's Response Management, LLC, Tetra Tech, Inc., and Thompson Consulting Services – TCS, LLC.

3.0 GENERAL TERMS & CONDITIONS

3.1 Definitions

As used in this RSQ, the following terms shall have the meanings set forth below:

Contract: The document resulting from this solicitation between the County and the awarded Respondent, including this RSQ, and the awarded Respondent's response along with any written addenda and other written documents, which are expressly incorporated by reference.

Contractor: That person or entity duly authorized, upon award of a contract, to have a Contract with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Services: Those services within the scope of work of this solicitation that are in an advisory nature to support policy development, decision-making, administration, or management of the government; normally provided by persons and/or organizations considered to have prerequisite knowledge or special abilities not generally available in the government.

Contract Administrator: The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the Director of Purchasing and Contracts.

County: The word County refers to the County of Volusia, Florida.

County's Project Manager(s): The Project Manager(s) have responsibility for the day to day administration of the resulting Contract for the County and will be designated prior to award of Contract.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Purchasing and Contracts for the County of Volusia.

Federal Emergency Management Agency (FEMA): An agency of the United States Department of Homeland Security, initially created by Presidential Reorganization Plan No. 3 of 1978 and implemented by two Executive Orders on April 1, 1979.

FEMA Project Worksheet: A FEMA Project Worksheet is the form used to document the scope of work and cost estimate for a project. This form supplies FEMA with the information necessary to approve the scope of work and itemized cost estimate prior to funding. The approved FEMA Project Worksheet will then be the basis for funding under the Public Assistance Program.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Proposal: The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.

Protest: See process at www.volusia.org/purchasing.

Respondent: One who submits a response to a request for statement of qualifications (RSQ).

Respondent's Project Manager: The Project Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.

3.2 Proposed Schedule

01/27/17..... Release date for Request for Statement of Qualifications (RSQ)
 02/16/17..... Final date to receive written questions
 02/23/17..... Release date for answers to written questions
 03/02/17..... Closing Date

3.3 Delivery of Proposals:

DO NOT RESPOND TO THIS SOLICITATION ON LINE

All proposals shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):

County of Volusia, Florida
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608

Mark package(s) **“RSQ #17-SQ-43BB, Disaster Cost Recovery and Related Grant and Project Management Services”**

Note: Please ensure that if a third party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the RSQ Submittal **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address.

Proposals mailed to 123 West Indiana Avenue via the United States Postal Service (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Section 2.1. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the closing date and time.

3.4 Public Proposal Opening

- A. Pursuant to Section 119.071, Florida Statutes, proposals (“responses”) and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or, for inspection of the completed tabulation, go to www.volusia.org/bidlist. The foregoing notwithstanding, if, prior to the County’s making responses available for inspection, the County rejects all responses and concurrently provides notice of the County’s intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.
- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County’s ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained by contacting the County’s ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf.

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

- 3.5 **Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

- A. By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:
1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. 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 records to the County.
 4. Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County 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 records stored electronically must be provided to the County, upon request from the County's custodian

of public records, in a format that is compatible with the information technology systems of the County.

5. Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.
6. Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
7. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County.

Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

3.6 Proposal Form

- A. See **Submittal Requirements** for complete details
- B. Firms interested in providing the required professional services shall submit **Seven (7)** complete sets of the proposals:
 - **One (1)** hard copy marked "ORIGINAL"
 - **Five (5)** hard copies marked "COPY"

Note: It is not necessary to return every page of the original solicitation document with the hard copies of the RSQ Submittal ORIGINAL and COPY(ies); return only the pages that require signatures or information as detailed in Section 4.0.

 - **One (1)** COMPLETE electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the RSQ Submittal shall include ALL submittal requirements, as detailed in Section 4.0.

Note the solicitation number and name of company on the CD or USB drive.

Do not send confidential information, proprietary information, or trade secrets.

- C. Terms and conditions differing from those in this RSQ may be cause for disqualification of the RSQ Proposal.
- D. The Bid Submittal Form (Section 4.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.
- E. Failure to provide the required information may result in the proposal not being considered. Submittals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound. Submittals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages shall be received in the Volusia County Purchasing Office by the advertised deadline.

3.7 Questions, Exceptions and Addenda Concerning RSQ 17-SQ-43BB

- A. It is incumbent upon each Respondent to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this RSQ shall be directed by letter, facsimile transmission, or e-mail to the Procurement Analyst named in this Section 3.7, item B (below), who shall be the official point of contact for this RSQ. Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.
- B. Mark cover page or envelope(s) Questions, Exceptions and Addenda Concerning RSQ #17-SQ-43BB, "Disaster Cost Recovery and Related Grant and Project Management Services."

Submit questions to:

Rebecca Bishop, Sr. Procurement Analyst

Telephone: 386-822-5764

Fax: 386-736-5972

E-mail: rbishop@volusia.org

- C. If it becomes necessary for the County to revise any part of this RSQ, an addendum will be posted on the County's web site. It is each Respondent's responsibility to check the Volusia County web site for any addenda at www.volusia.org/bidlist. Each Respondent should ensure that they have received all addenda to this RSQ before submitting their proposal. In their proposals, Respondents must provide proof of receipt of each addendum by signing each addendum and returning each

addendum to the County. Failure to provide this proof may cause Respondent's proposal to be rendered *non-responsive*.

- D. Each addendum issued by the County shall become a material part of this solicitation and the resulting Contract.

3.8 Award

The County reserves the right to award the Contract to the Respondent(s) that the County deems to offer the best overall qualifications, as defined in Section 3.233, Evaluation Criteria in this solicitation. The County is therefore not bound to accept a proposal based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this RSQ, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejected/rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

3.9 Other Agencies

- A. All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions.
- B. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).

3.10 Use of County Logo

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Respondent to use or display County's Intellectual Property on Respondents submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Respondent in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

3.11 Assignment

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but

not limited to posting a performance bond. Any consent by the County under this Section 3.11 shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00).

Failure by the Contractor to obtain the County's consent in accordance with this Section 3.11 prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section 3.11, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section 3.11.

Nothing herein shall preclude the right of the County to waive its rights under this Section 3.11 but no waiver shall be granted by the County without amendment to the Contract.

3.12 Contract

- A. The contents of this RSQ and all provisions of the successful proposal deemed pertinent by the County shall be, at the sole discretion of the County, incorporated into a separate Contract and become legally binding on the selected Respondent. Content of the Contract may contain changes as a result of the RSQ process and submittal received. The Contract shall include, at minimum, the terms and conditions as outlined in RSQ and subject to review by the County attorney or designee for determination of legal form and substantive sufficiency prior to approval and execution and contain additional terms and conditions that the County deems in its best interest.
- B. The Director of Purchasing and Contracts, County Manager and County Chair are the sole contracting officers of Contract and only they or their designees are authorized to make Contract changes.
- C. County of Volusia shall not be responsible for any order, change substitution or any other discrepancy from the Contract, without an amendment to the Contract.

3.13 Disclosure of Proposal Content

- A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RSQ. Selection or rejection of any proposal submittal does not affect this right.
- B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

3.14 Respondent's Responsibility

A Respondent, by submitting a proposal, represents that:

- A. The Respondent has read and understands the RSQ in its entirety and that the proposal is made in accordance therewith;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. Before submitting its proposal, the Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Contract and has verified any representations made by the County of Volusia, Florida, upon which the Respondent has relied;
- D. The Respondent understands and agrees that if the Respondent receives an award, failure to have made such investigations pursuant to Respondent's proposal to the RSQ will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and
- E. The Respondent understands and accepts that it will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Contract term or up to and including three (3) fiscal years following the County's annual audit.

3.15 Payment Terms

- A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Contract) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
- C. The County has the capabilities of Electronic Fund Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Vendors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.
- D. By submitting a proposal to the County of Volusia, Florida, the Respondents expressly agree that, if awarded a Contract, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation

between the Respondent and the County, including but not limited to real property taxes, personal property taxes, fees, and commissions.

3.16 Conflict of Interest Forms

All Respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.17 Licenses and Certificates

- A. The County reserves the right to require proof that each Respondent is an established business and is abiding by the ordinances, regulation, and laws of its community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number.
- B. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.
- C. If a license is required, the Respondent shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Respondents shall also verify that their Subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances; and
- D. Each Respondent shall submit with their proposal a copy of, and upon award of Contract, the Contractor shall maintain the appropriate licenses and certificates during the term of the Contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the Contract.

3.18 Minor Irregularities

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving any Respondent an advantage or benefit not enjoyed by other Respondents.

3.19 Venue and Governing Law

All legal proceedings brought in connection with the Contract executed for the services provided as award under this RSQ Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each Respondent agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against Respondent. In the event of a legal proceeding, the action shall be by non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

3.20 Insurance Requirements

Contractor shall provide the required insurance detailed in Exhibit C for the entire Term of the Agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit C.

3.21 Unusual Costs

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Contract termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor and the Contractor shall provide such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices decrease.

3.22 Waiver of Claims

Once the Contract expires, or final payment has been requested and made, the Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning the Contract.

3.23 Evaluation Criteria: Each proposal shall be evaluated using the following criteria:

- A. Proper submittal of **ALL** documentation as required by this proposal.
- B. The greatest benefits to Volusia County as it pertains to:

1. Qualifications of the firm and the employees to be assigned to the County;
2. Resources of the firm;
3. Experience in providing similar services, including references;
4. Cost;
5. Overall project methodology/approach to support the needs and objectives of the project; and
6. Financial stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

3.24 Termination

- A. The resulting Contract may be terminated by either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the non-breaching party.
- B. County may terminate the resulting Contract for convenience or non-appropriation upon at least thirty (30) calendar days' prior written notice to Contractor.
- C. The Contractor may cancel the resulting Contract with two hundred ten (210) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Contractor being barred from future business with the County.
- D. After Contractor's receipt of a notice of termination pursuant to Paragraph A above (or to the extent Contractor has not cured a material breach within thirty (30) days notice from County), and except as otherwise directed by the County, the Contractor shall:
 1. Stop work under the Contract or applicable statement of work on the date specified in the notice of termination;
 2. Place no further orders or subcontracts for materials, services or facilities;
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work or services terminated by the notice of termination; and
 4. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of Section 3.24, Termination.

- E. After receipt of a notice of termination, the Contractor shall submit to the County its termination claim for amounts owed by County (which shall include, without limitation, all amounts due for work or services performed through the date of termination), in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined. In the event County terminates for convenience or non-appropriation, Contractor shall not be obligated to refund to County any prepaid fees.
- F. **Non-Appropriation.** The resulting Contract may be terminated by the County or Contractor if the County does not appropriate the funding in any fiscal year necessary to pay the compensation set forth in the Article entitled Compensation in the resulting Contract.
- G. In the event that the resulting Contract is terminated by the County or Contractor for non-appropriation, Contractor shall be paid in accordance with terms of the Article entitled Compensation in the resulting Contract. Contractor shall be paid to the date of termination on a prorated basis for any work or deliverable that has been completed but not yet been paid. County's obligation to pay Contractor under this Section 3.244, Termination, and the resulting Contract is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of the resulting Contract. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.
- H. Upon being notified of County's election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of the resulting Contract which is not specifically authorized in the notice of termination.
- I. If termination of the resulting Contract occurs for any reason:
 - 1. Except as otherwise provided in the resulting Contract, Contractor shall return to the County, or destroy, all County confidential information in Contractor's possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Contractor that all such information has been destroyed or returned, provided that Contractor shall be permitted to retain an archival copy of any such confidential information (provided it

continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the service performed hereunder.

2. For all undisputed outstanding invoices submitted to the County for work completed or deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under the resulting Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within forty-five (45) days, subject to the Article entitled Compensation in the resulting Contract. Any disputed amounts on any invoices shall be subject to the dispute resolution process set forth in the Article entitled Dispute Resolution in the resulting Contract.
- J. In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the notice of termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the Contractor thereof prior to the effective date of the termination.

3.25 Incurred Expenses

This RSQ does not commit the County of Volusia to award a Contract, nor shall the County of Volusia be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting a proposal in response to this RSQ, or any cost or expense incurred by any Respondent prior to the execution of a Contract.

3.26 Post-Proposal Discussions with Respondents

It is the County's intent to award a Contract(s) to the Respondent(s) deemed most qualified and advantageous to the County in accordance with the evaluation criteria specified in this RSQ. The County reserves the right, however, to conduct post-closing discussions with any Respondent who has a realistic possibility of Contract award including, but not limited to, requests for additional information and competitive negotiations.

3.27 Presentations by Respondents

- A. The County of Volusia, at its sole discretion, may ask individual Respondents to make oral presentations and/or demonstrations without charge to the County.
- B. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the

requirements of the RSQ. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.28 Compliance with Laws and Regulations

Contractor shall be responsible to know and to apply all applicable federal, state, and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The awarded Contractor shall protect and indemnify the County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

At time of submittal, Contractors must hold the required licensure to be the prime Contractor for all work to be performed under this RSQ. If any Contractor proposes to use a Subcontractor or sub-consultant to perform any work under this RSQ, such Subcontractor and/or sub-consultant shall, at the time of submittal, hold the required licensure for all work to be performed under this Contract as a Subcontractor and shall maintain such license(s) in full force and effect during the term of the awarded Contract. All licenses and permits required to perform Contractor's duties under this RSQ, whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at each Contractor's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the awarded Contract.

3.29 Compliance with Federal E-Verify Regulations

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract, including Subcontractor. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Contractor covenants and agrees that if it is found in violation of this Section 3.29 or the Executive Order, such violation shall be a material breach of this Contract and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

3.30 Limitation of Liability and Indemnification of County

- A. Contractor shall, at its own expense, indemnify and hold harmless the County and its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees from and against all claims of every kind and nature (including losses incurred or suffered in consequences either of bodily injury to any person or damage to property), damages, losses and expenses including reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and its subcontractors or sub-subcontractors or agents performing Services under this Contract, caused by any negligent act or omission of Contractor, any of Contractor's subcontractors or sub-subcontractors, anyone employed by any of them or anyone for whose acts any of them may be liable, except the Contractor will not be required to indemnify and hold the County harmless if such claim, damage, loss and expense is the result of the negligence, recklessness or intentionally wrongful conduct of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Contract.
- B. **Sovereign Immunity.** County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, 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 Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3.31 Records & Right to Audit

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section

3.311, Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

3.32 Change in Scope of Services/Work

- A. The County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the awarded Contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment or change order to the Contract signed by the County Representative, County's Director of Purchasing and Contracts, and the Contractor.
- B. If the Contractor believes that any particular work is not within the Statement of Work of the Contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. If the County's Representative believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Statement of Work. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive RSQ process for materials, products, and/or services similar in nature to those specified within this RSQ for which requirements were not known when the RSQ was released.

3.33 Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Contract as the result of changes in law and/or Ordinances of Volusia County to impose new rules and regulations on the Contractor under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The Statement of Work and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State, or County law or the Ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When

such modifications are made to the Contract, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Contract under this clause.

3.34 Safety

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

3.35 Right to Require Performance

- A. The failure of the County at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the Contractor to deliver services in accordance with the Contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

3.36 Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under the Contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Contract, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

- B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Contract.

3.37 Contractor's Personnel

The Contractor shall be responsible for ensuring that its employees, agents, and Subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

By submission of a proposal, each Contractor certifies that it does not and will not, during the performance of the awarded Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the Contract, the Contractor shall agree to the following:

- The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 3.37.

The Contractor shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor.

The Contractor and any Subcontractor shall pay all employees working on the awarded

Contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794), as amended.

Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Contractor, shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County.

3.38 Disadvantaged Business Enterprise Program

The County Council has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

3.39 Claim Notice

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name:	County of Volusia, Florida Personnel/Risk Management Division
Address:	230 North Woodland Boulevard, Suite 250 DeLand, Florida 32720
Telephone:	386-736-5963
Fax:	386-822-5006

3.40 County/Contractor Relationship

The County of Volusia reserves the right to award one or more Contracts to provide the required services as deemed to be in the best interest of the County.

Any awarded Contractor shall provide the services required herein strictly under a Contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and

life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

3.41 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Contract. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.42 Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RSQ, or to negotiate separately with competing Respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

3.43 Proposal Acceptance Period

Any Proposal in response to this RSQ shall be valid through **June 30, 2017**. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the proposal bond. The County reserves the right to request an extension of the proposals if a Contract has not been executed by June 30, 2017.

4.0 SUBMITTAL REQUIREMENTS

It is **not** necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information as listed below.

Proposals shall include all of the information solicited in this RSQ, and any additional data that the Respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized in sections tabbed in the order described below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

Submittal Format – Material shall be submitted in a loose leaf binder format, not as bound documents or with coil spines (plastic or metal). Respondents shall not submit material

in any binder that exceeds two inches (2"); provide proposal in multiple binders if required.

NOTE: Failure of the Respondent to clearly and specifically address each of the items listed below may result in the Proposal *not* being evaluated or considered for award.

All proposals shall include, at a minimum:

Tab 1. Qualification Data

- A. A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RSQ, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a Contractor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.
- B. A brief profile of the firm, including:
 - 1. A brief history of the business;
 - 2. Organizational structure of business;
 - 3. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;
 - 4. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org;
 - 5. Ownership interests;
 - 6. Active business venues (counties, states, etc.);
 - 7. Present status and projected direction of business;
 - 8. The overall qualifications of the business to provide the services requested;
 - 9. The qualifications of the firm's employees who will be assigned to work on this Contract, including resumes demonstrating the experience of the personnel that will be directly involved with this project;

Tab 2. Methodology / Project Plan

Present a summary of the methodology or Project Plan the firm proposes to use to accomplish the services described.

Tab 3. Cost Proposal

Tab 4. Each vendor shall provide an hourly cost schedule for personnel to be used to supply these services or describe the type of costing schedule normally used in these types of projects.

Tab 5. References

Provide three (3) references of the same or similar magnitude to this solicitation request, including company name, contract person, phone number and e-mail address. Provide a short description of each project, to include the name of the project, location, type and value. The County may not be utilized as a reference.

The firm shall provide examples of similar projects which best illustrates the proposed team's qualification for the scope of services. Firm shall state the title; location; owner name, address, telephone number and e-mail; years completed; project cost; brief description of project and relevance to this RSQ including the role of the proposed team. (See Section 6.0)

Tab 6. Financial Stability

A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Tab 7. Other Information

Provide any information that will provide insight to the evaluation committee, fitness and attributes of the Respondent. This information should be succinct.

Tab 8. Forms

A. Business Tax Receipt (BTR)

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their **response** to this solicitation.

There are two exceptions to this submission requirement:

1. If Respondent's business does not have a physical location in Volusia County, no submission is required, **or**

2. If Respondent's business type is exempted, submit the attached Proof of Exemption form approved by the Volusia County Revenue Director (see Section 8.0).

See Volusia County Code of Ordinances, Part II, *Code of Ordinances*, Ch. 114, *Taxation*, Article I, at

www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml

B. Insurance

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and name of Volusia County's contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal. Respondent shall certify number of employees if sole proprietor. (See Section 9.0)

Incorporated and unincorporated firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes shall submit an executed waiver relieving the County of liability in the event they are injured while providing goods and/or services to the County.

C. Conflict of Interest Disclosure Form

All Respondents shall properly complete, have notarized, and include with their proposal the attached statement disclosing any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interests associated with this project. (See Section 10.0)

D. Completed Taxpayer Identification Number (TIN) form.

Include a completed TIN form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under *Vendor Self Service*, which links to the registration site. The TIN form can be accessed through this site as well.

E. Addenda

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. **Failure to return signed addenda may be cause for the proposal to be considered non-responsive.**

F. Drug-Free Work Place Form (see Section 11.0)

G. Certification Regarding Debarment (Prime) Form (see Section 12.0)

H. Certification Regarding Debarment (Sub) Form (see Section 13.0)

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5.0 PROPOSAL FORM

_____, 2017
 TO: County of Volusia, Florida
 Office of Purchasing and Contracts Director
 123 W. Indiana Avenue, Room 302
 DeLand, FL 32720-4608

The undersigned hereby declares that [firm name] _____
 has carefully examined the specifications to furnish **Disaster Cost Recovery and Related Grant and Project Management**, for which proposals were advertised to be received **no later than 3:00 p.m., EST, on Thursday, March 02, 2017**, and further declare that the firm will furnish the services according to specifications contained herein.

Please respond to the following pertaining to the cost of services:

Sole Proprietor ☐ YES ☐ NO Total number of employees _____

Each Contractor shall provide an hourly cost schedule for personnel to be utilized to supply the services detailed in Exhibit A or describe the type of costing schedule normally used in these types of projects. (Submit in Tab 4)

Prompt Payment Discount, if applicable: _____ % _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ☐ YES ☐ NO

Do you offer a discount for electronic funds transfer (EFT)? ☐ YES ☐ NO

Have you supplied all the Submittal Requirements outlined below?

- ☐ Tab 1 - Qualification data, Submittal Letter and/or Memorandum of Authority
- ☐ Tab 2 – Methodology/Project Plan
- ☐ Tab 3 – Cost Proposal
- ☐ Tab 4 – References
- ☐ Tab 5 – Financial Stability
- ☐ Tab 6 – Other Information
- ☐ Tab 7 – Forms
 - ☐ If you have a physical location in Volusia County, submit one of these:
 - Current **Business Tax Receipt OR Proof of Exemption** Form
 - ☐ Proof of Insurance
 - ☐ Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
 - ☐ Conflict of Interest Form
 - ☐ Tax Identification Number Form
 - ☐ Any addenda pertaining to this RSQ
 - ☐ Drug Free Workplace Form
 - ☐ Certification Regarding Debarment (Prime) Form
 - ☐ Certification Regarding Debarment (Sub) Form
- ☐ Tab 8 – Additional Information
- ☐ Did you include a CD or USB drive, as required in the Section entitled Submittal Form?

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Statements of Qualifications No. **17-SQ-43BB, Disaster Cost Recovery and Related Grant and Project Management**, and that I, as the Respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Contract(s) and/or other transactions required by award of this RSQ.

Further, as attested to by below signature, I will provide the required insurance, per Section 3.203, Insurance Requirements above, upon notification of recommendation of award.

The Respondent acknowledges that information provided in this proposal is true and correct:

x

Authorized Signature

Printed Name

Title

Date

Company Name

Full Address

Telephone

Fax

E-mail Address

Dunn & Bradstreet #

Federal I.D. #

6.0 REFERENCES

Agency #1	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #2	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #3	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	

7.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME AND DISCRIMINATORY VENDOR LIST REQUIREMENTS AND DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) 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.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

8.0 PROOF OF EXEMPTION**BUSINESS SERVICES****REVENUE DIVISION**

123 W. INDIANA AVE. • ROOM 103 • DeLAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-572

www.volusia.org/revenue

I certify that the business known as (*business name*) _____,
 providing _____ services, which is located at (*street address*) _____
 _____, (*city*) _____, falls under the business tax exemption described in:

☐ Florida Statute 205. 063☐ Florida Statute 205. 064☐ Florida Statute 205. 065☐ Florida Statute 205. 162☐ Florida Statute 205. 171☐ Florida Statute 205. 191☐ Florida Statute 205. 192

www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml

OR is the type of business indicated below:☐ Child Care – Residential☐ Commercial Rentals☐ Door to Door/Peddler Sales☐ Insurance Adjuster,
Agent, or Company☐ Pharmacist/Pharmacy
(Prescription Drugs Only)☐ Radio/Television Station☐ Religious Institution☐ Residential Rentals over 6months☐ Sale of Alcoholic Products only_____
(Authorized Signature)_____
(Printed Name)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by
 _____, who is/are personally known to me **or**
 who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: __________
Commission Expires: _____

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Revenue Director/Designee

9.0 HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or [the above-named business] entered into a contract for _____ (please insert name of contract), (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ (print name) _____
 (signature)
 Employee 1: _____ (print name) _____ (signature)
 Employee 2: _____ (print name) _____ (signature)
 Employee 3: _____ (print name) _____ (signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
 _____, who is/are personally known
 to me **or** who has/have produced _____ as identification.

 NOTARY PUBLIC – STATE OF

Type or print name:

 Commission No.: _____

Commission Expires: _____

(Seal)

10.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, (*printed name*) _____, am
the
(*title*) _____ and the duly authorized representative
of the firm of (*Firm Name*) _____ whose address is
_____, and that I possess the
legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,
real or apparent, due to ownership, other clients, contracts, or interests associated with this project;
and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any
corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and
without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____
Printed Name: _____
Firm Name: _____
Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
_____, who is/are personally known to me **or**
who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

11.0 DRUG-FREE WORK PLACE

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

_____ does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

12.0 CERTIFICATION REGARDING DEBARMENT (PRIME)

**Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

TO BE COMPLETED BY PRIME CONTRACTOR

1. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal

 Name and Title

 Date

 Signature

 Firm

 Street address

 City, State, Zip

13.0 CERTIFICATION REGARDING DEBARMENT (SUB)

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

TO BE COMPLETED BY ALL SUB-CONTRACTORS

1. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

 Name and Title

 Date

 Signature

 Firm

 Street address

 City, State, Zip

EXHIBIT A

17-SQ-43BB
SCOPE OF SERVICES

**DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT
MANAGEMENT SERVICES**

SCOPE OF SERVICE: A general description of the scope of services required includes, but is not limited to, the following:

The Contractor shall provide all services described herein and other services required to coordinate and assist the County with completing emergency and permanent work projects for federally declared disasters. Activities include grant or FEMA Project Worksheet preparation, grants or project management, and accounting for costs in accordance Federal, State, and local regulations. The Contractor shall supply the necessary personnel with the appropriate qualifications and skill sets to provide the services as delineated below. Services shall be clearly delineated according to the damages caused by each disaster and funding shall be separated to ensure proper accounting for each storm is maintained and all appropriate deadlines and other requirements for grant closure are satisfied. Note, however, the County cannot contract away its duties and obligations as a recipient of Federal and State grant funds. The Contractor shall advise and assist the County with administering these grants as necessary, but the Contractor cannot assume the County's duties and responsibilities as a grant recipient.

- A. Grant and FEMA Project Worksheet Preparation - The Contractor shall prepare grant applications and FEMA Project Worksheets, which include:
1. Accompanying County personnel on-site inspections, including preliminary damage assessment activities. Pursuant to 44 CFR §206.202, an authorized local representative is required to ensure that all eligible work has been identified, and that all costs for disaster-related damages have been submitted to FEMA for funding. The Contractor shall assist the County's representative to ensure all eligible work is identified and accurate estimates of damage are submitted to FEMA for funding. The Contractor shall prepare the necessary documents to identify and estimate the cost of the damaged areas in the format required by FEMA and the County.
 2. Pursuant to 44 CFR §206.202, preparing Small FEMA Project Worksheets. The Contractor shall assist the County in preparing any small FEMA Project Worksheets for FEMA Categories A-G. The Contractor shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA and County guidelines within the time constraints imposed by FEMA.
 3. Preparing Large FEMA Project Worksheets. The Contractor shall assist the County to gather and prepare information required by FEMA to complete large FEMA

EXHIBIT A

Project Worksheets and represent the County's interest in dealing with FEMA and the State of Florida. The Contractor shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA and County guidelines within the time constraints imposed by FEMA.

4. Identifying Improved or Alternate Projects. Pursuant to 44 CFR §206.203, the County may use FEMA funding for alternate or improved projects. The Contractor shall advise the County on the appropriateness of requesting this type of funding from FEMA and shall assist the County in applying for this type of funding.
 5. Identifying Cost-effective Mitigation Measures under Stafford Act Section 406. Pursuant to 44 CFR §206.226, cost-effective hazard mitigation measures may be incorporated in the restoration of damaged facilities. The Contractor shall assist the County in identifying hazard mitigation opportunities and shall assist the County with preparing benefit/cost analyses and hazard mitigation funding applications.
 6. Identifying/Resolving Other Special Considerations. The Contractor shall assist the County with identifying and resolving special consideration issues such as insurance, floodplain management, environmental issues, and historic preservation issues. The Contractor shall review any insurance settlements for accuracy and shall ensure that the insurance settlement is properly incorporated into the FEMA Project Worksheet. The Contractor shall work with the County, FEMA, and the State of Florida to ensure compliance with the National Environmental Policy Act (NEPA), the Clean Water Act, the Clean Air Act, the Endangered Species Act, the National Historic Preservation Act and other federal statutes and executive orders.
- B. Grants Management - The Contractor shall assist the County with managing grants, including, but not limited to:
1. Monitoring Contractor Performance. The Contractor shall monitor contractor performance to ensure that FEMA mandated work deadlines are completed timely. According to 44 CFR §206.204, emergency work projects shall be completed within eighteen (18) months of the disaster declaration. The Contractor shall assist the County with ensuring that the above deadlines are met, or shall assist the County with applying for time extensions.
 2. Providing Clerical Support to Review and Approve Payment Documentation. The Contractor shall assist the County by supplying clerical support to review, prepare, and approve payment to contractors performing eligible disaster related work to ensure that the documentation meets all Federal, State, and the County's financial and accounting requirements.
 3. Payment Requests/Cash Flow. The Contractor shall assist the County with maintenance of financial records, in accordance with County requirements for

EXHIBIT A

financial reporting to ensure prompt reimbursement from FEMA and the State of Florida. The Contractor shall assist in preparing payment requests in acceptable formats to ensure reimbursements from FEMA and the State of Florida are obtained in a timely fashion.

4. Preparing Schedules and Performing Reconciliations. The Contractor shall assist the County and coordinate with its personnel in preparing the necessary schedules and performing any required reconciliations to ensure that the costs recorded in the County's financial records are correct and auditable by the County's external auditors. The Contractor shall supply the necessary qualified personnel to ensure this is completed in a timely fashion in accordance with the County's audit schedule. In addition, clerical support shall be provided to collect, gather, organize, and enter data into a database that support information presented on schedules and work papers. All schedules and work papers shall be prepared using the Microsoft Office suite products, such as Excel, Word, or Access.
5. Conducting Interim Inspections. The Contractor shall assist the County and coordinate with its personnel in performing interim grant inspections to ensure work is progressing timely and all documentation is being maintained in an orderly manner. The Contractor shall also assist the County with preparing progress reports for FEMA, the State of Florida, and County management.
6. Conducting Final Inspections. The Contractor shall assist the County and coordinate with its personnel in performing final grant inspections to ensure work completion and to document all eligible costs for FEMA reimbursement.
7. Assisting with Grant Closure. The Contractor shall assist the County with final reconciliation of grant funds and shall assist the County with completion of required FEMA and State of Florida documentation for grant closure.
8. Assisting with Audit Defense. The Contractor shall be available to assist the County with the defense of any audits conducted by the FEMA Office of the Inspector General or other auditors (additional fees may be required depending on the amount of time involved).
9. Assisting with Appeals. The Contractor shall be available to assist the County with submitting appeals to FEMA, if necessary (additional fees may be required depending on the amount of time involved).

EXHIBIT B

2 CFR 200 Contract Provisions

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part [60](#), all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part [60-1.3](#) must include the equal opportunity clause provided under 41 CFR [60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part [60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part [5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations (29 CFR Part [3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations (29 CFR Part [5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or

EXHIBIT B

2 CFR 200 Contract Provisions

dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § [401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part [401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act ([42 U.S.C. 6201](#)).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR [180.220](#)) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part [1986](#) Comp., p. 189) and 12689 (3 CFR Part [1989](#) Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § [200.322](#) Procurement of recovered materials.

Exhibit C Insurance Requirements

1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County are detailed in *Figure 1* below. *Figure 1* is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this Exhibit C and ensure that the insurance policies comply with the specific terms and conditions therein.

Figure 1:

TYPE OF INSURANCE		
WORKERS COMPENSATION ☒ Waiver of Subrogation ☐ Longshore & Harbor Workers' Act, Jones Act, & Maritime Coverage Endorsement		Florida Statutory Coverage
COMMERCIAL GENERAL LIABILITY - Broad form ☒ Occurrence Basis ☒ Blanket Contractual Liability ☒ County Additional Insured ☐ County Additional Named Insured ☒ Waiver of Subrogation ☐ Independent Contractors ☐ Blanket additional insured endorsement ☐ Project specific ☐ Location specific ☐ XCU ☐	EACH OCCURRENCE	\$ 1,000,000
	GENERAL AGGREGATE	\$ 2,000,000
	Premises-Operations	\$ 1,000,000
	Products & Completed Ops	
	Personal & Adv Inj.	\$1,000,000
	Fire Damage	\$
		\$
AUTO LIABILITY ☒ Any Auto ☐ Broadened Pollution Liability Endorsement CA 99 48 03 06 ☐ MCS 90 ☐ County Additional Insured ☐	Combined Single Limit	\$ 1,000,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per Accident)	\$
Note: If contractor does not own any vehicles, Contractor shall have coverage symbol 8 (Hired Autos) and coverage symbol 9 (Non-Owned Autos).		
☒ PROFESSIONAL LIABILITY ☐ County Additional Insured		\$ 1,000,000
CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:		

Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: <u>Rebecca Bishop</u>	
--	--

- A. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier to immediately inform the Contractor, and the County of Volusia’s Risk Management Division and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.
- B. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Contract from a Risk Retention Group or Pool.
- C. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in *Figure 1*.
- D. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor’s insurance policies shall be that listed in *Figure 1* or the Respondent’s actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County.
- E. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.
- F. Workers’ Compensation. Workers’ Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers’ Compensation Law (Chapter 440,

Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County.

- i. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

- G. Commercial General Liability Insurance. The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown above. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said

party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work on this Project to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Contract to be named as an additional insured.

H. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in *Figure 1* per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with “Any Auto”, Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in *Figure 1*.

I. Professional Liability. The Contractor shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown above. Such policy shall cover all the Contractor’s or its Subcontractor’s professional liabilities whether occasioned by the Contractor or its Subcontractors, or their agents or employees [and broad enough to include errors and omissions specific to Contractor’s professional liability for direct and contingent design errors and Architect’s/Engineers professional liability with no exclusions for design-build work]. The County shall be an additional insured under this policy when required in *Figure 1*.

If the Contractor fails to secure and maintain the professional liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance.

J. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

2. Insurance Requirements

A. General Insurance Requirements:

- i. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

- ii. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.
- iii. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- iv. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.
- v. Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County's Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.
- vi. Deductibles Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section 3.7 of ITB #17-SQ-43, Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County's Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

Proof of Insurance

- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
 - B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County and County's Risk Management and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.
 - C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
 - D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.
3. The provisions of this Exhibit C, shall survive the cancellation or termination of the Agreement.



BUDGET AND ADMINISTRATIVE SERVICES

Purchasing and Contracts Division

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608

(386) 626-6623 • Fax (386) 736-5972

E-mail: purchasing@volusia.org ♦ www.volusia.org

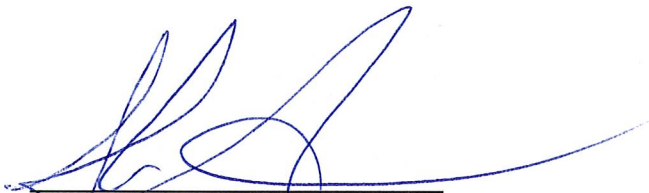
February 3, 2017

Subject: ADDENDUM NO. 1, to RFP No. 17-P-43BB, Disaster Cost Recovery and Related Grant and Project Management Services

This Addendum is being issued to make clarifications and/or changes to the RSQ. This document and all changes, as listed below, shall become an integral part of the solicitation and shall take precedence over what was previously stated in the original RSQ.

Question: Tab 3 says "cost proposal" and tab 4 says "hourly rates." Aren't these the same thing? We typically give hourly rates for our cost proposal. Was this a mistake?

Answer: This is an error; Tab 3 should be disregarded. Cost information shall be submitted as requested in Tab 4.



Shaira Resto, MBA, CPPB, FCCM
Procurement-Contracts Manager

Please sign and return with proposal

Vendor: _____

Signed by (Name/Position): _____

Phone No.: _____

Date: _____

**FAILURE TO RETURN THIS ENTIRE ADDENDUM WITH THE PROPOSAL SUBMITTAL
MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE**



BUDGET AND ADMINISTRATIVE SERVICES

Purchasing and Contracts Division

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608

(386) 626-6623 • Fax (386) 736-5972

E-mail: purchasing@volusia.org ♦ www.volusia.org

February 23, 2017

Subject: ADDENDUM NO. 2, to RFP No. 17-SQ-43BB, Disaster Cost Recovery and Related Grant and Project Management Services

This Addendum is being issued to make clarifications and/or changes to the RSQ. This document and all changes, as listed below, shall become an integral part of the solicitation and shall take precedence over what was previously stated in the original RSQ.

Question: Has Volusia County determined who will be in the selection committee? If so, can that information be provided?

Answer: The selection committee has not yet been determined.

Question: Will this contract be administered through Public Works? If not, what County department or division will be in charge of the administration of this contract?

Answer: The resulting contract will be administered through the Accounting Division.

Question: On page 2, Section 2.1, Background; the background identifies 11 federally declared disaster affecting Volusia County represented by 379 Project Worksheets (PWs) – both large and small. How many of these PWs are still open and from which disaster for which the scope of this RSQ would involve? Is the Scope of Work focused only on assisting the County's recovery from Hurricane Matthew and any future federally declared disasters?

Answer: The awarded Contractor will not be responsible for any disasters prior to award of this Contract.

Question: On page 4, Section 2.1, Background; the County referenced existing contracts with O'Brien Response Management, Tetra Tech and Thompson Consulting Services. What is the scope of work for each of these contracts and do they overlap with the scope of this RSQ?

Answer: Contracts were awarded to multiple Contractors for the same scope of service.

Question: On page 26, Section 4.0, Tab 4, Hourly Rates; as clarified by Addendum #1 the County is requesting an Hourly Cost Schedule for the Personnel proposed on the engagement. Is there a standard format that the County would like, identifying the Labor Category and the Hourly Rate?

Is the Hourly Cost inclusive of Overhead, Profit and G&A? Will Travel Expenses and Other Direct Cost (ODC) be billed at cost, consistent with GSA Rates?

Answer: The proposed schedule should include the position title and hourly rate. The Hourly Cost shall be inclusive of overhead, profit, direct, and general and administrative expenses. If travel is required and approved by the County, travel will be reimbursed in accordance with the County's

Travel and Training Policy, which is available at <http://www.volusia.org/services/financial-and-administrative-services/purchasing/> Click on Volusia County Travel and Training Policy.

Question: On page 1 of Exhibit A, Scope of Services, the specific Scope of Services envisions the consultant working directly with the County as necessary. Will space within the County's offices be available for the consultant staff when on-site/on-location within the County?

Answer: Yes, space will be provided.

Question: In Section 3.41; the RSQ states that due to the nature of the services the contractor cannot disclaim consequential or special damages. This has not been the case of other RSQ's from the County nor has it been included in prior contracts. Is this limitation required or can a contractor take exception?

Answer: The County will not change this clause.

Question: In Section 9.0; the hold harmless disclaimer page states it needs to be filled out by companies who employees 4 or fewer employees. For larger contractors is this required? If it is not required for larger contractors, do these firms still need to submit the form?

Answer: Contractors with more than four employees that carry Worker's Compensation insurance are not required to submit the form.

Question: In Exhibit C, the insurance endorsement expressly indicating the Contractor's agreement to indemnify is broad as the limitations of liability are not set. Will the liability be limited to the contractual amount and can this section be taken exception too?

Answer: No, it will not be limited to the contractual amount.

Question: In Exhibit C,1.A, regarding the purchased Supplemental Extended Reporting Period ("SERP") claims-made basis insurance policy, is a one (1) year term acceptable for the minimum reporting period?

Answer: No, a one (1) year term is not acceptable. This should not be a problem. If the Contractor changes insurance carriers, they have the option of purchasing a three (3) year reporting tail or having the new carrier issue a retroactive date to the date of the County's Contract. The latter is what the vast majority of companies do because it usually does not cost anything, or very little.

Question: In Section 4.0 of the RSQ on Page 26 of 38, Tab 3 is for the Cost Proposal. The Direction for the information to be included in the Cost Proposal appear to be listed as Tab 4. Can the County please clarify that Tab 4 should be for References, Tab 5 for Financial Stability, Tab 6 for Other Information, and Tab 7 for Forms?

Answer: Clarification, please submit the response as follows:

- Tab 1 – Qualification Data
- Tab 2 – Methodology/Project Plan
- Tab 3 – Cost Proposal/Hourly Rates
- Tab 4 should be for References
- Tab 5 for Financial Stability
- Tab 6 for Other Information
- Tab 7 for Forms

Question: Is Section 5.0, Proposal Form located on pages 28-29 of the RSQ to be completed and inserted in the required forms sections of the proposal?

Answer: Return the Proposal form, Section 5.0, in Tab 3.

Question: On page 9, in Section 3.7, the County asks for Proposers to submit exceptions during Q&A, while we have attempted to note concerns that we have with some of the County's terms and conditions in the Q&A format, would the County accept exceptions noted as redlines with our proposal so that we may more clearly note to the County terms that we wish to negotiate?

Answer: In accordance with Section 3.7.A, "It is incumbent upon each Respondent to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this RSQ shall be directed by letter, facsimile transmission, or e-mail to the Procurement Analyst named in this Section 3.7, item B (below), who shall be the official point of contact for this RSQ. Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived."

Question: We would like to revise the language on page 19, in Section 3.30 to read as follows:

Contractor shall, at its own expense, indemnify and hold harmless the County and its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees from and against all third party claims of every kind and nature, damages, losses and expenses including reasonable attorney's fees, arising from bodily injury, damage to tangible property or infringement of third party intellectual property rights, to the extent caused by the Contractor and its subcontractors or sub-subcontractors or agents performing Services under this Contract, caused by any negligent act or omission of Contractor, any of Contractor's subcontractors or sub-subcontractors, anyone employed by any of them or anyone for whose acts any of them may be liable, except the Contractor will not be required to indemnify and hold the County harmless if such claim, damage, loss and expense is the result of the negligence, recklessness or intentionally wrongful conduct of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Contract.

Answer: The County does not agree to negotiate the language in Section 3.30.

Question: We would like to revise the language on page 24, in Section 3.41 to read as follows:

For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement. Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

Answer: As stated above, The County does not agree to negotiate the language in Section 3.41.

Question: Referencing page C6 of Exhibit C, we consider our insurance policies to be proprietary and confidential. What are the circumstances that the county would need to request full policies rather than just certificates and/or endorsements? Would the County consider removing this language?

Answer: COI's are ok as evidence of insurance, but if the County requests a copy of the policy, the County needs it/them to be provided. Out of the thousands of contracts the County has, we only find a need to request an actual copy of a policy a couple times a year. The County will not consider removing this language.

Question: Is there an incumbent for this RSQ or with similar scope of work? If, yes, please list the current contractor and describe the task current contractor is assigned.

Answer: As stated in Section 2.1 Background, The County currently contracts with the following firms: O'Brien's Response Management, LLC, Tetra Tech, Inc., and Thompson Consulting Services – TCS, LLC. Tetra Tech, Inc. is currently working on the cost recovery for Hurricane Matthew.



Jeanene Jennings, CPPB, CPPO
Director Purchasing & Contracts

Please sign and return with proposal

Vendor: _____

Signed by (*Name/Position*): _____

Phone No.: _____ Date: _____

**FAILURE TO RETURN THIS ENTIRE ADDENDUM WITH THE PROPOSAL SUBMITTAL
MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE**



Master Agreement

NO. 825 4855 - 1

8.C.c

TERM: 2017-06-15 to 2022-06-14

Page 1 of 2

Date Issued: 06/22/2017

Vendor contact: Name: Kyle Hoyle Phone: 407-792-0018 E-mail: khoyle@thompsoncs.net		County contact: Name: RYAN OSSOWSKI Phone: 386-736-5933 E-mail: rossowski@volusia.org	Bill To: County of Volusia ACCOUNTING/DIV. 123 W. INDIANA AVE, RM 302 DELAND, FL 32720-4609
Vendor Name: Thompson Consulting Services, LLC Thompson Consulting Services - TCS, LLC 1135 TOWNPARK AVE Suite 2101 Lake Mary, FL 32746		Vendor No. VS0000005061	Ship To: ACCOUNTING/DIV. 123 W. INDIANA AVE., RM 302 DELAND, FL 32720-4609
Solicitation Number: 17-SQ-43BB		Purchasing Phone: 386-822-5764 E-mail: RBishop@volusia.org	Ext: 5764 
Award Date:		Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Award Authorization: COUNCIL			
Document Description: Disaster cost recovery & related grant & project management			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	91881		Disaster cost recovery and related grant project management, in accordance with contract dated 06/15/17. Fee schedule attached.	0.000000


Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and

Packet Pg. 120

EXHIBIT D
THOMPSON CONSULTING SERVICES, LLC
FEE SCHEDULE

<u>Position</u>	<u>Hourly Rate</u>
Office/Clerical	\$ 29.00
Field Site Inspector	\$ 65.00
Grant Management Analyst	\$ 70.00
Data/Document Manager	\$ 85.00
Land Surveyor	\$ 85.00
Grant Management Specialist	\$ 90.00
Environmental Scientist (Regulatory Support)	\$100.00
Grant Management Consultant	\$110.00
Project Engineer	\$115.00
Senior Grant Consultant	\$135.00
Project Manager	\$150.00
Legislative Affairs Consultant	\$165.00

The above referenced hourly rates are inclusive of overhead, profit, direct, and general & administrative expenses. If travel is required Thompson will seek written approval from the County.

The travel expenses, if any, must be approved in writing in advance and will be subject to the Volusia County Travel and Training Policy as set forth in the County's web site; <http://www.volusia.org/purchasing/>



**AGREEMENT
FOR
DISASTER COST RECOVERY AND RELATED GRANT AND
PROJECT MANAGEMENT SERVICES**

Between

THE COUNTY OF VOLUSIA

AND

THOMPSON CONSULTING SERVICES, LLC

County of Volusia
Purchasing & Agreements Division
123 West Indiana Avenue, Suite 302
DeLand, Florida 32720-4608
386-736-5935

AGREEMENT FOR DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES

This Agreement For Professional Disaster Cost Recovery and Related Grant and Project Management Services (hereinafter "Agreement") made and entered into by and between Thompson Consulting Services, LLC., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746 (hereinafter the "Contractor") and COUNTY OF VOLUSIA, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter the "County").

RECITALS:

Whereas, the County desires to retain the services of a competent and qualified Contractor to provide Disaster Cost Recovery and Related Grant and Project Management Services; and

Whereas, the County has published a Request for Statement of Qualifications 17-SQ-43BB (the "RSQ") seeking a qualified firm to perform Disaster Cost Recovery and Related Grant and Project Management Services, and has received responses from various potential vendors; and

Whereas, the County has determined that the Contractor is fully qualified to render the required service; and

Whereas, it has been determined that the execution of this Agreement is beneficial to the people of County of Volusia, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the Contractor and County, the parties agree and stipulate as follows:

1 DEFINITIONS

For this Agreement and any incorporated exhibits, certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Agreement shall first be governed by this Agreement, second by, the incorporated CFR 200 Contract Provisions (Exhibit B), third by the incorporated Scope of Services (Exhibit A), and fourth by the incorporated Fee Schedule (Exhibit D). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence. If there is no applicable definition as described above, the terms, phrases, and words, and their respective derivations when used in this Agreement and the Scope of Service, shall have the meanings ascribed to them in Webster's New Collegiate Dictionary (G & C Merriam Co., 11th ed., July 2003, or any subsequent edition).

- 1.1. **Agreement:** This Agreement or Contract, including its articles, exhibits, and attachments.

- 1.2. **Amendment:** An amendment to this Agreement in writing by the County, approved by the Director of Purchasing and Contracts, and signed by the County authorizing an addition, deletion, or revision in the Scope of Services, or modifications of this Agreement.
- 1.3. **Change Order:** A written order signed by the County and Contractor authorizing an addition, deletion, or revision in the SOW, or an adjustment in the Agreement price or time, without change to any other substantive terms or conditions of the Agreement.
- 1.4. **Compensation:** The amount paid by the County to Contractor for Services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated including the total monies payable to the Contractor inclusive of all Services, labor, materials, supplies, training, profit, overhead, costs, expenses, and any other costs necessary to complete work under the Scope of Services.
- 1.5. **Contractor:** Thompson Consulting Services, LLC
- 1.6. **Contractor's Services:** Those Services within the Scope of Services of this Agreement or any exhibit, attachment or addendum thereto which relates to the General Scope of Services in Section 4.1 to be performed by Contractor in connection with Contractor's employment or practice.
- 1.7. **Conventional Rounding:** Bill to the closest quarter hour (e.g. if a meeting runs until 4:07, round to 4:00; if until 4:08, round to 4:15).
- 1.8. **County:** The County of Volusia, Florida, and shall be synonymous with the term "County."
- 1.9. **County Data:** Documentation, worksheets, reports or correspondence, whether electronically or in paper format.
- 1.10. **County Project Manager:** Also known as the person designated by the County to review, approve and make decisions regarding the Scope of Services in this Agreement.
- 1.11. **Contract Administrator:** The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Agreement.
- 1.12. **Deliverable:** The result(s) or end products or services of that meet the requirements and functional parameters articulated in the Scope of Services for this Agreement including but not limited to: services, reports, written documentation, or forms.
- 1.13. **Documentation:** All paperwork necessary to fulfill Florida Emergency Management Agency ("FEMA"), Florida Division of Emergency Management ("FDEM"), and County requirements.
- 1.14. **Effective Date:** The date that this Agreement is fully executed by Contractor and the County.
- 1.15. **Fees:** The applicable consulting, support and services fees payable pursuant to this

Agreement, including as set forth in any attachment or compensation summary and the billing schedule in Exhibit D.

- 1.16. **Key Personnel:** Contractor's personnel, designated by Contractor, who are responsible for Contractor's day-to-day Project operations as described in the Contractor's Proposal.
- 1.17. **Project:** The project that is described in Exhibits A of this Agreement.
- 1.18. **Proposal:** The document submitted by the Contractor in response to a formal solicitation (RSQ No. 17-SQ-43BB) used to determine if the Contractor is highly qualified.
- 1.19. **Run-out Period:** Upon expiration of the Agreement, the Run-out Period shall begin upon the expiration date and expire upon completion of Services for the declared disaster event/project.
- 1.20. **Scope of Services:** The Services, herein defined in this Agreement under the Scope of Services (e.g., Exhibit A) that is agreed to by the parties in writing, which includes responsibility for performing and complying with all incidental matters pertaining thereto.
- 1.21. **Services:** Those services defined in the Scope of Services to be performed by the Contractor pursuant to this Agreement and its attached exhibits, including: the work, duties and obligations to be carried out and performed by Contractor under the Agreement and pursuant to Exhibits A – D, attached hereto and made a part of this Agreement.
- 1.22. **State:** State of Florida.
- 1.23. **Subcontractor:** A third party performing services covered under the Scope of Services through a contract with the Contractor.
- 1.24. **Warranty:** The warranty's as set forth in this Agreement including any warranties required by State Law or regulation.

2 EXHIBITS

- 2.1 The exhibits listed below are incorporated into and made a part of this Agreement.
 - 2.1.1 Exhibit A – Scope of Services,
 - 2.1.2 Exhibit B – CFR 200 Contract Provisions
 - 2.1.3 Exhibit C – Insurance Requirements
 - 2.1.4 Exhibit D – Fee Schedule

3 ORDER OF PRECEDENCE

- 3.1 If Contractor finds a conflict, error or discrepancy in the Agreement, it shall call it to the

County Project Manager's attention, in writing and request the County Project Manager's interpretation and direction before proceeding with the work affected thereby. Such notice shall be provided by the Contractor to the County's Project Manager in a timely fashion so as not to cause additional costs due to delay. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

3.1.1 In the event of any conflicts or inconsistencies between provisions of the exhibits or attachments to this Agreement, the following order of precedence shall govern.

3.1.1.1 In the event of any conflict or inconsistencies between this Agreement and any attached exhibit or addendum regarding general terms and conditions in the main body of this Agreement shall control. Exhibit C and the other exhibits hereto shall be considered as part of the Agreement.

3.1.1.2 In the event of any conflicts or inconsistencies between Exhibit B and any other exhibit or addendum attached to this Agreement regarding the CFR 200 Contract provisions, Exhibit B shall be controlling.

3.1.1.3 In the event of any conflicts or inconsistencies between Exhibit A and any other exhibit or addendum attached to this Agreement regarding the Scope of Services, Exhibit A shall be controlling.

3.1.1.4 In the event of any conflicts or inconsistencies between Exhibits D and any other exhibit or addendum attached to this Agreement regarding the rates for compensation, Exhibit D shall be controlling.

4 **SCOPE OF SERVICES.** The Contractor shall provide Disaster Cost Recovery and Related Grant and Project Management Services under this Agreement and act as Contractor to the County in accordance to the Scope of Services as specifically set forth in this Agreement and its exhibits.

4.1 Contractor shall provide Disaster Cost Recovery and Related Grant and Project Management in accordance with the Scope of Services attached as Exhibit A.

4.2 **Performance Criteria:**

4.2.1 All Services shall be performed in accordance with the Agreement and carried out under the direction of the County's Project Manager.

4.2.2 All labor necessary to complete the Scope of Services shall be performed in a professional manner pursuant to Section 5.13.

4.2.3 **Changes to Scope of Services.** The County may at any time, by written Change Order, make changes within the general Scope of Services to be performed under this Agreement. Except as provided in this Agreement otherwise, if any such change causes an increase or decrease in the Contractor's cost of, or the time required for performance of the Project

Services, an equitable adjustment shall be made and this Agreement shall be amended in writing, signed by authorized representatives of the parties, stating the equitable adjustment. Unless the County grants, in writing, an additional period of time before the completion of the Agreement, any claim by the Contractor for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change; otherwise, the claim shall be deemed waived. The Contractor shall then proceed with the prosecution of the Service as changed. Except as otherwise provided in this Agreement, no charge for any extra Services or materials shall be allowed or approved by the County. No additional Services shall be performed or extra materials purchased until a written Change Order has been approved by Contractor and County.

- 4.2.4 **Time is of the Essence.** Time is of the essence for all Services performed under this Agreement and all Projects performed in accordance herewith.
- 4.2.5 **Authority to Act on Behalf of County.** County's Purchasing and Contracts Director or such other proper authority pursuant to County policies and procedures shall have the authority to approve, award, and execute all documents or other instruments required to effectuate changes, modifications, or additional service, so long as the then cumulative financial obligation of County for such additional items does not exceed the Director of Purchasing and Contracts' authority under the County Code of Ordinances or policies and procedures. Any change, modification or additional service that causes the cumulative financial obligation of County for such additional items to exceed the Purchasing Director's or County Manager's authority under the Procurement Code shall be presented to the Volusia County Council for approval.

5 RESPONSIBILITY OF CONTRACTOR

- 5.1 Where questions exist as to the Scope of Services to be provided, Contractor shall confer with the Project Manager to ascertain the functional criteria of the Scope of Services. The Services of the Contractor shall also include of the following:
 - 5.1.1 There are no obligations, commitments, or impediments of any kind that shall limit or prevent Contractor's performance of the Services.
 - 5.1.2 Contractor shall keep the County informed of any changes or advancements in technology occurring any time prior to or during actual performance of the Services to the extent that such changes and advancements may increase efficiency or otherwise allow for better Services or reductions in costs to the County.
 - 5.1.3 Contractor covenants and agrees as follows:
 - 5.1.3.1 That Contractor recognizes that its special talent, training, and experience caused the County to select Contractor;

- 5.1.3.2 That Contractor comprehends the specifications and requirements of the Scope of Services and the use of the same in their entirety to provide Deliverables;
 - 5.1.3.3 That Contractor possesses the special skills to recognize material errors or omissions that would result in failures to appropriately perform in accordance with the Scope of Services; and
 - 5.1.3.4 That Contractor shall adhere to the standard of care applicable to a contractor with the degree of skills and diligence normally employed by a licensed professional in his field or practice performing the same or similar Services in compliance with all applicable federal, state, and municipal laws, regulations, codes, and ordinances.
- 5.1.4 **Accuracy of Documentation.** Contractor covenants and agrees that any Project data, summaries, or reports submitted by the Contractor to the County shall be competently drafted and accurate with regard to the information contained therein. County's acceptance, approval, or reliance on any such documentation shall not release Contractor from any liability if such information is incorrect or inaccurate, it being understood that the County is relying on the Contractor's status as an industry professional in accepting such documentation.
- 5.1.5 **Notification of Errors or Defects.** Contractor covenants and agrees to call or notify the County if it discovers or has knowledge of anything of any nature in any reports, bulletins, schedules, documentation, requirements or instructions prepared by Contractor or data or instructions supplied to Contractor by the County or any other party, Contractor regards in Contractor's professional opinion as unsuitable, improper, or inaccurate.
- 5.1.6 **Administration.** Contractor covenants and agrees to efficiently administer and perform all Services economically and expeditiously in a competent and professional manner.
- 5.2 **Supervision.** The Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to ensure performance of obligations and duties as set forth herein. The Contractor shall hire, compensate, supervise, and terminate members of its work force, and the Contractor shall direct and control the manner in which work is performed including conditions under which individuals shall be assigned duties, how individuals shall report, and the hours individuals shall perform. The Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or subcontractors' wages or salaries. Benefits, if any, for the Contractor's employees and/or subcontractors shall be the responsibility of the Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures in delivering services pursuant to this Agreement. Further, Contractor shall be responsible for assuring the County that finished or completed Deliverables accurately comply with the requirements of this

Agreement and the Scope of Services contained therein.

- 5.3 **Assurance.** Contractor gives County its assurance that all Services performed under this Agreement shall be timely performed in a competent and professional manner and in accordance with the specifications and requirements of the Agreement and any approvals required under the Agreement. All Services not conforming to the specifications and requirements of the Scope of Services shall be considered materially defective and constitute a breach of this Agreement.
- 5.4 **Accuracy of Reports / Summaries.** The Contractor shall be responsible for the professional and technical accuracy and the coordination of all data, reports, summaries, and any other Services furnished by the Contractor under this Agreement. The Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies in its Services for which it is responsible.
- 5.5 **Services to Comply with Specifications and Law.** All Services performed by Contractor including all general provisions, special provisions, job specifications, drawings, addendum, amendments to the basic Agreement, written interpretations, and written orders for minor changes in Services, shall comply with the Scope of Services and all applicable local laws, codes, ordinances and statutes.
- 5.6 **Subcontractors.**
- 5.6.1 **Employment or Substitution of Subcontractors.** Contractor shall not employ any Subcontractor, other person, or organization against whom the County may have reasonable objection, nor shall Contractor be required to employ any Subcontractor against whom it has reasonable objection. Contractor shall not make any substitution for any Subcontractor who has been accepted by the County without the County's prior written approval.
- 5.6.2 **Disapproval of Subcontractors.** County's disapproval or requirement of removal or replacement of Contractor's employee or Subcontractor shall be deemed for lawful reasons if in County's reasonable judgment, such Contractor's employee or Subcontractor poses a threat or causes harm to the health, welfare, or safety, or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable under other than honorable conditions from any of the Armed Forces of the United States.
- 5.6.3 **Contractor Responsible for Subcontractors.** Contractor shall be fully responsible for all negligent acts and omissions of its Subcontractor and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any moneys due

any Subcontractor, except as may otherwise be required by law. County may furnish to any Subcontractor to the extent practicable, evidence of amounts paid to Contractor on account of specific Services done in accordance with the schedule of values.

- 5.6.4 **Subcontractors to Act Pursuant to this Agreement.** Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Agreement for the benefit of the County, and shall require all Subcontractors or other outside associates employed in connection with this Agreement to comply fully with the terms and conditions of this Agreement as such may apply to the Services being performed for the Contractor.

6 TERM OF AGREEMENT

The Term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties and shall terminate five (5) years from the Effective Date. The parties may renew for two (2) subsequent one (1) year renewals, subject to the mutual written agreement between the parties and County Council approval.

- 6.1 The Services to be rendered by the Contractor shall be commenced, as specified in this Agreement or as may be requested by the County and shall be completed within the time specified therein.
- 6.2 **Effect of Expiration of Agreement.** Upon expiration of the Agreement (1) no new Services shall begin; (2) Services started prior to the expiration of the Agreement that cannot be completed until after the expiration of the Agreement shall expire on the completion date of said Services, and after all work or Services associated with said event/project have been approved and accepted by the County's Project Manager. As such the obligations entered therein by both parties under this Agreement and said Services shall remain in full force and effect until completion of all work or Services performed under this Agreement during the Run-out period; and (3) County shall have the ability to access and download its records and reports until expiration of the Run-out period.

7 AGREEMENT PRICE AND COMPENSATION

- 7.1 **Payment Pursuant to Fee Schedule.** The Contractor shall be paid Compensation for all Services. Total Compensation for this Agreement shall be comprised of the total cost of all materials, equipment, labor, expenses (including reimbursable expenses), all mark-ups for overhead and profit more particularly described in Exhibit "D" – Fee Schedule attached hereto and incorporated herein. The County agrees to pay the Contractor in current funds, as compensation for its Services.
- 7.2 **Errors and Omissions in Pricing.** Compensation shall not be adjusted because of errors or omissions that are not the fault of the County in computing the Services costs which result in an increase in the cost of this Agreement or because the time for completion varies from the original estimate, including completion or substantial completion of this Agreement prior to the scheduled or Agreement completion date or on account of County's election to furnish any of the Services. In addition, Contractor shall certify that the original Agreement price or Compensation for the Scope of Services and any additions thereto shall be adjusted to exclude any significant sums

by which the County determines the price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

- 7.3 **Reimbursable Expenses.** County's payment to the Contractor pursuant to the Fee Schedule, attached hereto and incorporated herein as Exhibit D, shall be full compensation for Services rendered and any expenses incurred in connection therewith, and Contractor shall not be eligible for reimbursement for any expenses incurred in connection with the performance of this Agreement other than those specifically detailed herein. If travel is required and approved in writing in advance by the County, travel will be reimbursed in accordance with the County's Travel and Training Policy, which is available at <http://www.volusia.org/services/financial-and-administrative-services/purchasing/> Click on Volusia County Travel and Training Policy.
- 7.4 **Retainage.** The County shall have the right to withhold retainage from Compensation paid to a Contractor. Should the County decide that retainage shall be withheld from Compensation, the amount to be retained from each payment to the Contractor shall be **{check the appropriate box}**:
- 7.4.1 **Retainage.** The County shall have the right to withhold retainage from Compensation paid to a Contractor. Should the County decide that retainage shall be withheld from Compensation, the amount to be retained from each payment to the Contractor shall be:
- A. ☐ 10% of the total contract price.
- B. ☒ 10% of each payment of a milestone payment based on a Project milestone schedule.
- C. ☐ No retainage will be taken.
- The retainage shall be included with the final payment after all Services have been approved and accepted by the County and all disputed invoices have been resolved by the parties. The County shall never be required to pay an amount that would leave unpaid from the contract price or Compensation an amount less than the amount County would need to have in order to pay another contractor to complete the Services should the Contractor fail to complete the Services as of that date. The County shall not be obligated to pay retainage or make a final payment in connection with a project sign-off milestone or documentation to the Contractor until all work to be performed as set forth in the Scope of Services is completed and all outstanding issues arising and relating to the Scope of Services in this Agreement are resolved. In addition, payment by County of this retainage amount to the Contractor shall be contingent upon final acceptance of all the work in the Scope of Services.
- 7.5 **Payments.** Any payments shall be made in accordance with Exhibit D – Fee Schedule. The hourly rates expressed in Exhibit D shall govern Compensation and provide for payments against specified Deliverables and performance.

- 7.5.1 **Approval of Payment.** If, on the basis of the County Project Manager's observation and review of Contractor's Services, the County Project Manager has confirmed that the work has been completed and the Contractor has fulfilled all of its obligations under the Agreement, the County Project Manager, after receipt of a proper invoice, shall indicate in writing his or her approval of payment and present the invoice to Accounts Payable for payment. Otherwise, the County Project Manager shall return the invoice to the Contractor within ten (10) business days of receipt of the invoice, indicating in writing the reasons for refusing to approve final payment in which case the Contractor will make the necessary corrections and resubmit the invoice. Regardless of the foregoing, approval of payment pursuant to this section shall not prevent the County from recovering amounts paid when the County subsequently discovers material defects or deficiencies in the Services provided by the Contractor, which defects or deficiencies would have otherwise caused the County to withhold payment. This right to recover extends five (5) years after the final expiration or termination date hereof, or as long as FEMA or FDEM take to determine if any clawback of reimbursements paid is necessary or appropriate, which is later.
- 7.5.2 **Invoice Detail.** The Contractor shall submit an invoice for which professional Services were rendered to the County upon the completion and acceptance of the Services. Each invoice shall show detailed explanations of the Services accomplished in accordance with the Agreement prices set forth by labor hours by classification, associated rates, any material or subcontracted costs and any indirect rates or costs in accordance with the Agreement prices set forth hereto. All of the above shall sum to the total amount requested.
- 7.6 **Invoices.** Invoices or payment requests shall be addressed from the Contractor and submitted to the County's Project Manager. All invoicing and payments, including the practices and procedures pertaining thereto, shall be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes.
- 7.6.1 **Documentation.** The Contractor's Invoice(s) shall be accompanied by supporting data as may be required by the County Project Manager. County Project Manager shall review the Contractor's Invoice and supporting data and notify the Contractor in writing within twenty (20) days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.
- 7.6.2 **Invoicing Pursuant to Agreement.** Pursuant to Exhibit D, the Contractor shall invoice County for all payments due Contractor under this Agreement. County shall pay invoices in accordance with this Agreement. Invoices shall be sent to the address specified by the County.
- 7.6.3 **Withholding.** The County may withhold payment of any specific invoiced charges that it disputes in good faith and pay all undisputed charges on the invoice.
- 7.6.4 **Payment Due.** Within forty-five (45) days of acceptance by the County Project Manager of all the Services for which Contractor has submitted an

invoice of professional Services, the Contractor shall be paid the unpaid balance of any money due for any undisputed Services covered by said statement.

7.6.5 **Taxes.** County is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for Services performed under this Agreement.

7.7 **Contractor's Continuing Obligations.** Contractor's obligation to perform Services in accordance with the Agreement shall be absolute. Neither approval of any progress nor final payment to Contractor nor documentation confirming acceptance of the Services by the County, nor any payment by County to Contractor under the Agreement nor any act of acceptance by the County nor any failure to do so, nor any correction of defective work by County shall constitute an acceptance of Services not in accordance with the Agreement

8 PAYMENT OF SUBCONTRACTORS

8.1 **Payment.** Contractor shall pay its Subcontractors and suppliers, within thirty (30) days following receipt of payment from the County for such subcontracted Services or supplies. Contractor agrees that if it withholds an amount as retainage from such Subcontractors or suppliers, that it shall release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from County.

8.2 **Indemnification as to Payment of Subcontractors.** Contractor shall save, defend, and hold the County, its employees and officials, divisions, districts and authorities harmless from any and all claims and actions from Contractor's Subcontractors for payment for Services and Deliverables provided by Subcontractors for Contractor under this Agreement.

9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

9.1 **General Indemnification.** The Contractor shall indemnify, defend, and hold harmless the County and its officials, agents, employees, districts, and authorities from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of this Agreement, to the extent that any such claim, damage, loss, or expense is caused by any acts or omissions of the Contractor or anyone directly or indirectly employed by Contractor.

9.2 **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the County's immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages, 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 Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10 INSURANCE

Contractor shall provide the required insurance detailed in Exhibit C for the entire Term of the Agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of **Exhibit C**.

11 TERMINATION

- 11.1 County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.
- 11.2 Contractor may terminate this Agreement upon at least two hundred ten (210) days prior written notice to County.
- 11.3 After Contractor's receipt of a notice of termination pursuant to this Section 11 - Termination, and except as otherwise directed in writing by the County, the Contractor shall:
 - 11.3.1 Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination.
 - 11.3.2 Inform County of the extent to which performance is completed.
 - 11.3.3 Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Agreement as is not terminated.
 - 11.3.4 Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.
- 11.4 For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Article 6- Term of Agreement, Article 7 – Agreement Price and Compensation, and this Article 6 - Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.
- 11.5 With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Article 11 - Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County of Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.
- 11.6 If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice

from the County of said breach, the County may take over the Services and complete the Services and Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Services. As such, County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Services.

- 11.7 The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.
- 11.8 All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

12 DISPUTE RESOLUTION

- 12.1 **Good Faith Efforts to Resolve.** The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 12, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable Scope of Services. Issues shall be escalated to successive management levels as needed.
- 12.2 **Informal Dispute Resolution.** If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
- 12.3 **Discovery and Negotiation / Recommended Procedures.** Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

12.3.1

County Work Days	Contractor's Representative	County Representative
10	Contractor's Project Manager	County's Project Manager
10	Contractor's Vice President	Director of Purchasing and Contracts
20	President	Deputy County Manager

12.4 **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

12.5 **Right to Terminate Reserved.** Regardless of the dispute resolution procedures provided for in this Section 12, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Section 11, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

13 COUNTY DATA

13.1 Contractor agrees and understands that all files and other information and data created in connection with the administration of this Contract constitute a public record, except to the extent it is exempt or proprietary under Florida Law (Chapter 119, Florida Statutes) from disclosure or as preempted by federal law. Contractor agrees to maintain for public record access such files and to maintain for public access such files after termination of this Contract to the extent required by the laws of the State of Florida.

13.2 Upon any termination or expiration of this Contract, or following the Run-out Period of this Contract, Contractor, upon County's written request, shall promptly deliver, but not

more than thirty (30) days after County's request, to County an extract of County's data hosted in the System in XML format or such other format as mutually agreed upon by County and Contractor.

- 13.3 THE ABOVE DUTIES AND OBLIGATIONS SHALL SURVIVE THE CANCELLATION OR TERMINATION OF THIS CONTRACT.

14 LOCAL GOVERNMENT REQUIREMENTS

- 14.1 Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- 14.1.1 Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- 14.1.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 14.1.3 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 records to the County.
- 14.1.4 Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor

transfers all public records to the County 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 records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

- 14.1.5 Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

- 14.2 **No Code Violation or Past Due Debt.** Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the Volusia County Code of Ordinances, and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall constitute a material breach of this Agreement and the County shall have the right to terminate this Agreement as set forth herein.
- 14.3 **Changes Due to Public Welfare.** The County and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.
- 14.4 **Compliance with Applicable Laws.** Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall protect and indemnify County and all its officers, agents, servants and employees

against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.

- 14.5 **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Agreement. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all Services funded by County, including Titles I, II and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA. In performing under this Agreement, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed - and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.
- 14.6 **Drug Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the Term of this Agreement and will comply, subject to the prior receipt thereof, with the County's policies on drug-free and smoke-free work place during the term of this Agreement.
- 14.7 **Employment of Illegal Aliens.** Contractor certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- 14.8 **Prohibition Against Contingent Fees.**
- 14.8.1 The Contractor warrants that he or she or it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she or it has not paid or agreed to pay any person, company, corporation, individual, or

firm, other than a bona fide employee working solely for the Contractor any fee, commission, compensation, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14.8.2 Contractor understands and acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Contractor, who offers, agrees, or contracts to solicit or secure County contracts for professional Services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of an agreement for professional Services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

14.8.3 Contractor understands and acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Contractor, who offers, agrees, or contracts to solicit or secure County contracts for professional Services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of an agreement for professional Services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

14.8.4 Any County official, agent or employee who offers to solicit or secure, or solicits or secures, an agreement for professional Services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such an agreement for professional Services between the County and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

14.9 **Equal Opportunity; Disadvantaged Business Enterprises.**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading or promotion, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15 MISCELLANEOUS PROVISIONS

- 15.1 **Independent Contractor.** Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such Services, neither Contractor nor its agents shall act as officers, employees, or agents of the County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to Contractor or Contractor's agents any authority of any kind to bind County in any respect whatsoever.
- 15.2 **Third Party Beneficiaries.** Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement, except as otherwise provided in this Agreement.
- 15.3 **Notice.** All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing & Contracts Address: 123 W. Indiana Ave., Rm. 302 DeLand, Florida 32720 Phone: 386-736-5935	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Rm. 301 DeLand, Florida 32720 Phone: 386-736-5950
In the case of Contractor:	with a copy of legal notices to:
Thompson Consulting Services, LLC Attn: Jon Hoyle, President Address: 1135 Townpark Avenue, Suite 2101 Lake Mary, FL 32746 Phone: 321-303-2543	Thompson Consulting Services, LLC Chief Legal Officer, Chad Brown 2970 Cottage Hill Road, Suite 190 Mobile, AL 36606

15.4 **Assignment.**

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor no less than thirty (30) days prior to the

assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Failure by the Contractor to obtain the County's consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County utilize any and all legal rights, claims, and defenses to enforce this Section, including, but not limited to, seeking injunctive or declaratory relief and damages, including attorney's fees and costs. Payment of any sum by the County in accordance with the Agreement to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section 15.4.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

- 15.5 **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor agrees to require such Subcontractors, by written Agreement, to comply with the provisions of this section to the same extent as Contractor.
- 15.6 **Audit Right and Retention of Records.** The County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Agreement. The Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. The Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a retention period of five (5) years after completion or termination of this Agreement, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written contract, require its Subcontractors to agree to the requirements and obligations of this Section 15.6. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality

policies and procedures. All audits must be performed at Contractor's home office in Lake Mary, FL. Nothing in this section 15.6 shall require Contractor to violate any laws applicable to Contractor as a provider of disaster cost recovery and related grant management project management services.

- 15.7 **Location of County Data.** Contractor shall not out-source any development and/or support for this Agreement or transfer any County Data outside the territorial limits of the United States of America, without the written approval of the Contract Administrator.
- 15.8 **Key Personnel.** The initial key personnel and any changes or substitutions in the key personnel must be made known to County or specified in the Scope of Services or future statement of work, and County must grant approval before any such initial personnel or change or substitution can become effective. County agrees not to unreasonably withhold any such approval. Contractor shall, except as agreed by the parties, provide the key personnel as long as said staff are in Contractor's employment. In the event of injury, illness, or death of Contractor's key personnel, or if such key personnel leave Contractor's employ, Contractor shall replace such individual within thirty (30) County work Days after such injury or illness, or from the date of departure from employment or of death. Contractor shall obtain prior written approval of the Contract Administrator to replace key personnel, such approval not to be unreasonably withheld. Contractor shall provide the Contract Administrator with such information as necessary for County to evaluate the new key personnel. In the event the Contract Administrator has reasonable objections to any replacement of key personnel, County shall notify Contractor in writing regarding such objections. Promptly after its receipt of such objections, Contractor shall investigate the matters stated and discuss its findings with County. If County thereafter requests in good faith replacement of the key personnel, Contractor shall use its reasonable best efforts to replace the employee with a person of suitable ability and qualification. Contractor shall use its best efforts to avoid replacing or reassigning any key personnel under this Agreement. If, notwithstanding this commitment, it becomes necessary for Contractor to replace any key personnel under this Agreement, Contractor shall give County as much reasonable detail as possible concerning the proposed replacement. At a minimum, Contractor agrees, where reasonably possible, to provide County with at least thirty (30) days notice of changes to Contractor's Project team participants. Contractor agrees to provide County with resumes of new Project team participants and County may choose to interview new Project team members.
- 15.9 **References to County or Contractor.** Contractor agrees that during the term of this Agreement, except as provided herein, Contractor may not reference County in Contractor's website, and/or press releases, and, may not place County's name and logo on Contractor's Web site or in collateral marketing materials relating to Contractor's products and Services without prior review and written approval by County. Further, Contractor agrees that it may not use County's name, logo or any trademarks (including in any press releases, customer "case studies," and the like) without County's prior written consent. Termination or expiration of this Agreement shall not affect Contractor's obligation in this regard and such obligation shall survive the termination or cancellation of this Agreement.
- 15.10 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily

results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- 15.10.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 15.10.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- 15.10.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable Scope of Services shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Agreement.
- 15.11 **Waiver of Breach and Materiality.** Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 15.12 **Severance.** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent practicable unless County or Contractor elects to terminate this Agreement.
- 15.13 **Entire Agreement.** This Agreement contains the entire agreement between Contractor and County. Any modifications to this Agreement shall not be binding unless in writing and signed by both parties.
- 15.14 **Applicable Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall be exclusively in the state courts of the Judicial Circuit of

County of Volusia, Florida, unless one or more causes of action are solely cognizable in federal court, in which case, venue for and jurisdiction over such dispute(s) shall be in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

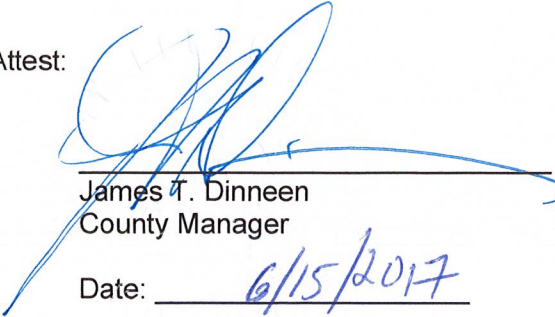
- 15.15 **Prior Agreements.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
- 16 **All provisions of this Agreement which impose or contemplate continuing obligations on a party shall survive the expiration or termination of this Agreement.**

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17 SIGNATURES

IN WITNESS WHEREOF, the parties have made and executed this Agreement for Disaster Cost Recovery and Related Grant and Project Management Services on the date last written below.

Attest:

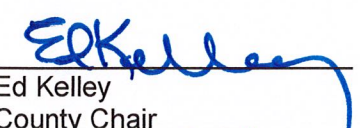


James T. Dinneen
County Manager

Date: 6/15/2017

COUNTY OF VOLUSIA

BY:



Ed Kelley
County Chair

Date: 6/15/2017

Attest:

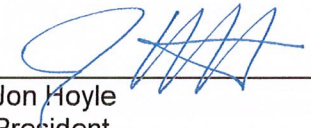


Name and Title Comptroller

Date: MAY 23 2017

THOMPSON CONSULTING SERVICES, LLC

BY:



Jon Hoyle
President

Date: 05/23/2017CC Date: 6/15/17

EXHIBIT A

**17-SQ-43BB
SCOPE OF SERVICES**

**DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT
SERVICES**

SCOPE OF SERVICE: A general description of the scope of services required includes, but is not limited to, the following:

The Contractor shall provide all Services described herein and other Services required to coordinate and assist the County with completing emergency and permanent work projects for federally declared disasters. Activities include grant or FEMA Project Worksheet preparation, grants or project management, and accounting for costs in accordance Federal, State, and local regulations. The Contractor shall supply the necessary personnel with the appropriate qualifications and skill sets to provide the Services as delineated below. Services shall be clearly delineated according to the damages caused by each disaster and funding shall be separated to ensure proper accounting for each storm is maintained and all appropriate deadlines and other requirements for grant closure are satisfied. Note, however, the County cannot contract away its duties and obligations as a recipient of Federal and State grant funds. The Contractor shall advise and assist the County with administering these grants as necessary, but the Contractor cannot assume the County's duties and responsibilities as a grant recipient.

- A. Grant and FEMA Project Worksheet Preparation - The Contractor shall prepare grant applications and FEMA Project Worksheets, which include:
1. Accompanying County personnel on-site inspections, including preliminary damage assessment activities. Pursuant to 44 CFR §206.202, an authorized local representative is required to ensure that all eligible work has been identified, and that all costs for disaster-related damages have been submitted to FEMA for funding. The Contractor shall assist the County's representative to ensure all eligible work is identified and accurate estimates of damage are submitted to FEMA for funding. The Contractor shall prepare the necessary documents to identify and estimate the cost of the damaged areas in the format required by FEMA and the County.
 2. Pursuant to 44 CFR §206.202, preparing Small FEMA Project Worksheets. The Contractor shall assist the County in preparing any small FEMA Project Worksheets for FEMA Categories A-G. The Contractor shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA and County guidelines within the time constraints imposed by FEMA.
 3. Preparing Large FEMA Project Worksheets. The Contractor shall assist the County to gather and prepare information required by FEMA to complete large FEMA Project Worksheets and represent the County's interest in dealing with FEMA and the State of Florida. The Contractor shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA and County guidelines within the time constraints imposed by FEMA.

EXHIBIT A

4. Identifying Improved or Alternate Projects. Pursuant to 44 CFR §206.203, the County may use FEMA funding for alternate or improved projects. The Contractor shall advise the County on the appropriateness of requesting this type of funding from FEMA and shall assist the County in applying for this type of funding.
 5. Identifying Cost-effective Mitigation Measures under Stafford Act Section 406. Pursuant to 44 CFR §206.226, cost-effective hazard mitigation measures may be incorporated in the restoration of damaged facilities. The Contractor shall assist the County in identifying hazard mitigation opportunities and shall assist the County with preparing benefit/cost analyses and hazard mitigation funding applications.
 6. Identifying/Resolving Other Special Considerations. The Contractor shall assist the County with identifying and resolving special consideration issues such as insurance, floodplain management, environmental issues, and historic preservation issues. The Contractor shall review any insurance settlements for accuracy and shall ensure that the insurance settlement is properly incorporated into the FEMA Project Worksheet. The Contractor shall work with the County, FEMA, and the State of Florida to ensure compliance with the National Environmental Policy Act (NEPA), the Clean Water Act, the Clean Air Act, the Endangered Species Act, the National Historic Preservation Act and other federal statutes and executive orders.
- B. Grants Management - The Contractor shall assist the County with managing grants, including, but not limited to:
1. Monitoring Contractor Performance. The Contractor shall monitor contractor performance to ensure that FEMA mandated work deadlines are completed timely. According to 44 CFR §206.204, emergency work projects shall be completed within eighteen (18) months of the disaster declaration. The Contractor shall assist the County with ensuring that the above deadlines are met, or shall assist the County with applying for time extensions.
 2. Providing Clerical Support to Review and Approve Payment Documentation. The Contractor shall assist the County by supplying clerical support to review, prepare, and approve payment to contractors performing eligible disaster related work to ensure that the documentation meets all Federal, State, and the County's financial and accounting requirements.
 3. Payment Requests/Cash Flow. The Contractor shall assist the County with maintenance of financial records, in accordance with County requirements for financial reporting to ensure prompt reimbursement from FEMA and the State of Florida. The Contractor shall assist in preparing payment requests in acceptable formats to ensure reimbursements from FEMA and the State of Florida are obtained in a timely fashion.
 4. Preparing Schedules and Performing Reconciliations. The Contractor shall assist the County and coordinate with its personnel in preparing the necessary schedules and performing any required reconciliations to ensure that the costs recorded in

EXHIBIT A

the County's financial records are correct and auditable by the County's external auditors. The Contractor shall supply the necessary qualified personnel to ensure this is completed in a timely fashion in accordance with the County's audit schedule. In addition, clerical support shall be provided to collect, gather, organize, and enter data into a database that support information presented on schedules and work papers. All schedules and work papers shall be prepared using the Microsoft Office suite products, such as Excel, Word, or Access.

5. Conducting Interim Inspections. The Contractor shall assist the County and coordinate with its personnel in performing interim grant inspections to ensure work is progressing timely and all documentation is being maintained in an orderly manner. The Contractor shall also assist the County with preparing progress reports for FEMA, the State of Florida, and County management.
6. Conducting Final Inspections. The Contractor shall assist the County and coordinate with its personnel in performing final grant inspections to ensure work completion and to document all eligible costs for FEMA reimbursement.
7. Assisting with Grant Closure. The Contractor shall assist the County with final reconciliation of grant funds and shall assist the County with completion of required FEMA and State of Florida documentation for grant closure.
8. Assisting with Audit Defense. The Contractor shall be available to assist the County with the defense of any audits conducted by the FEMA Office of the Inspector General or other auditors (additional fees may be required depending on the amount of time involved).
9. Assisting with Appeals. The Contractor shall be available to assist the County with submitting appeals to FEMA, if necessary (additional fees may be required depending on the amount of time involved).

EXHIBIT B

2 CFR 200 Contract Provisions

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part [60](#), all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part [60-1.3](#) must include the equal opportunity clause provided under 41 CFR [60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part [60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part [5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations (29 CFR Part [3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations (29 CFR Part [5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or

EXHIBIT B

2 CFR 200 Contract Provisions

dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § [401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part [401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act ([42 U.S.C. 6201](#)).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR [180.220](#)) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part [1986](#) Comp., p. 189) and 12689 (3 CFR Part [1989](#) Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § [200.322](#) Procurement of recovered materials.

Exhibit C Insurance Requirements

1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County are detailed in *Figure 1* below. *Figure 1* is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this Exhibit C and ensure that the insurance policies comply with the specific terms and conditions therein.

Figure 1:

TYPE OF INSURANCE		
WORKERS COMPENSATION ☒ Waiver of Subrogation ☐ Longshore & Harbor Workers' Act, Jones Act, & Maritime Coverage Endorsement	Florida Statutory Coverage	
COMMERCIAL GENERAL LIABILITY - Broad form ☒ Occurrence Basis ☒ Blanket Contractual Liability ☒ County Additional Insured ☐ County Additional Named Insured ☒ Waiver of Subrogation ☐ Independent Contractors ☐ Blanket additional insured endorsement ☐ Project specific ☐ Location specific ☐ XCU ☐	EACH OCCURRENCE	\$ 1,000,000
	GENERAL AGGREGATE	\$ 2,000,000
	Premises-Operations	\$ 1,000,000
	Products & Completed Ops	
	Personal & Adv Inj.	\$1,000,000
	Fire Damage	\$
		\$
AUTO LIABILITY ☒ Any Auto ☐ Broadened Pollution Liability Endorsement CA 99 48 03 06 ☐ MCS 90 ☐ County Additional Insured ☐	Combined Single Limit	\$ 1,000,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per Accident)	\$
Note: If contractor does not own any vehicles, Contractor shall have coverage symbol 8 (Hired Autos) and coverage symbol 9 (Non-Owned Autos).		
☒ PROFESSIONAL LIABILITY ☐ County Additional Insured	\$ 1,000,000	
CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:		

Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: <u>Rebecca Bishop</u>	
--	--

- A. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier to immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.
- B. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.
- C. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in *Figure 1*.
- D. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor’s insurance policies shall be that listed in *Figure 1* or the Contractor’s actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County.
- E. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.
- F. Workers’ Compensation. Workers’ Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers’ Compensation Law (Chapter 440, Florida Statutes, Workers’ Compensation Insurance) and include Employers’

Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County.

- i. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

- G. Commercial General Liability Insurance. The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown above. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate agreement to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO

Endorsement CG 20 38. Contractor shall require its subcontractors performing work on this Project to add the County and any other party that the County has agreed by separate agreement to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

- H. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in *Figure 1* per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with “Any Auto”, Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in *Figure 1*.
- I. Professional Liability. The Contractor shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown above. Such policy shall cover all the Contractor’s or its Subcontractor’s professional liabilities whether occasioned by the Contractor or its Subcontractors, or their agents or employees [and broad enough to include errors and omissions specific to Contractor’s professional liability for direct and contingent design errors and Architect’s/Engineers professional liability with no exclusions for design-build work]. The County shall be an additional insured under this policy when required in *Figure 1*.

If the Contractor fails to secure and maintain the professional liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance.

- J. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

2. Insurance Requirements

- A. General Insurance Requirements:
 - i. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
 - ii. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein

for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

- iii. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- iv. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.
- v. Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County's Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

Proof of Insurance

- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County and County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.
- C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work

or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

- D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.
3. The provisions of this Exhibit C, shall survive the cancellation or termination of the Agreement.

EXHIBIT D

THOMPSON CONSULTING SERVICES, LLC

FEE SCHEDULE

Position	Hourly Rate
Office/Clerical	\$ 29.00
Field Site Inspector	\$ 65.00
Grant Management Analyst	\$ 70.00
Data/Document Manager	\$ 85.00
Land Surveyor	\$ 85.00
Grant Management Specialist	\$ 90.00
Environmental Scientist (Regulatory Support)	\$100.00
Grant Management Consultant	\$110.00
Project Engineer	\$115.00
Senior Grant Consultant	\$135.00
Project Manager	\$150.00
Legislative Affairs Consultant	\$165.00

The above referenced hourly rates are inclusive of overhead, profit, direct, and general & administrative expenses. If travel is required Thompson will seek written approval from the County.

The travel expenses, if any, must be approved in writing in advance and will be subject to the Volusia County Travel and Training Policy as set forth in the County's web site; <http://www.volusia.org/purchasing/>

**BUDGET AND ADMINISTRATIVE SERVICES*****Purchasing and Contracts***

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608

(386) 736-5935 • Fax (386) 736-5972

e-mail: purchasing@volusia.org

www.volusia.org

November 6, 2017

PR-L-18-058

Jon Hoyle

THOMPSON CONSULTING SERVICES, LLC

1135 Townpark Avenue, Suite 2101

Lake Mary, FL 32746

RE: Amendment No. 1

RSQ No. 17-SQ-43BB Disaster Cost Recovery and Related Grant and Project Management Services

Dear Mr. Hoyle:

Enclosed please find the executed Amendment No. 1 contract document for the above-named project as approved by the Director of Purchasing and Contracts on November 3, 2017.

If you need any further information or assistance, please contact our office at 386-822-5764 or rbishop@volusia.org.

Sincerely,

A handwritten signature in blue ink that reads "Rebecca Bishop". The script is cursive and fluid.

Rebecca Bishop, C.P.M.

Senior Procurement Analyst

Enclosure

cc: Ryan Ossowski, Accounting
File

AMENDMENT NO. 1

TO

AGREEMENT BETWEEN

COUNTY OF VOLUSIA, FLORIDA

AND

THOMPSON CONSULTING SERVICES, LLC

THIS AMENDMENT No. 1, made and entered into by and between the **COUNTY OF VOLUSIA**, located at 123 West Indiana Avenue, DeLand, FL 32720, a body corporate and politic and a political subdivision of the State of Florida (hereinafter "County"), and **THOMPSON CONSULTING SERVICES, LLC**, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746 (hereinafter the "Contractor").

RECITALS

WHEREAS, the County and Contractor entered into an Agreement for Disaster Cost Recovery and Related Grant and Project Management Services under which Contractor agreed to provide services to the County commencing on June 15, 2017, and terminating on June 14, 2022, with two (2) one (1) year extensions (hereinafter "Agreement") permissible upon mutual written agreement and Volusia County Council approval; and

WHEREAS, through this Amendment No. 1, the County and Contractor desire to amend replace the definition of County throughout the Agreement, including in the indemnification section and the insurance section underneath the schedule of insurance; and

WHEREAS, through this Amendment No. 1, the County and the Contractor desire to amend **Section 4 SCOPE OF SERVICES** by adding Section 4.2.6 Compliance with FEMA 200.318-326 and Appendix II Contract Provisions to the Scope of Services Clause.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to renew and to amend the Agreement as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Amendment No. 1.
2. The parties agree to replace the definition of County throughout the Agreement, including but not limited to in the definition, indemnification and insurance sections with the following:

"The County of Volusia, its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities."

3. The parties agree to insert in the insurance section underneath the schedule in Exhibit C, Insurance Requirements, the following statement:

“For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities and associated entities.”

4. The parties agree to amend **Section 4.2, SCOPE OF SERVICES** by adding Sections 4.2.6, to read as follows:

4.2.6 Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at:

<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

4.2.6.1 Clean Air Act and the Federal Water Pollution Control Act

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

4.2.6.2 Anti-Lobbying Clause

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal Appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. **The Certification Form is attached as Exhibit E; complete and return to the County.**

- 5 This Amendment No. 1, including any exhibits, sets forth the entire modification to the Agreement with respect to the products and services provided under this Amendment No. 1, unless the Agreement is otherwise amended or modified in writing by the parties, and supersedes all prior proposals, contracts, and communications, both written and oral.
- 6 This Amendment No. 1 is incorporated by reference into the Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment No. 1 and the Agreement, this Amendment No. 1 shall govern and control.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 to the Agreement for Disaster Cost Recovery and Related Grant and Project Management Services on the respective dates under each signature.

Attest:

Denise Lewis
Denise Lewis
Senior Staff Assistant

Date: 11/3/17

COUNTY OF VOLUSIA

BY: Jeanlene Jennings
Jeanlene Jennings
Director Purchasing & Contracts

Date: 11/3/17

Attest:

Lydia Peña
Signature

Lydia PEÑA, Accounting Coordinator
Name and Title

Date: 10/31/17

THOMPSON CONSULTING
SERVICES, LLC

BY: Jon Hoyle
Jon Hoyle
President

Date: 10/31/17

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: Thompson Consulting Services, LLC

Street address: 1135 Townpark Avenue, Suite 2101

City, State, Zip: Lake Mary, FL 32746

Jon Hoyle

CERTIFIED BY: (type or print)

President

TITLE:


(signature)

10/31/2017

(date)

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award	3. Report Type: a. initial filing ____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

AMENDMENT NO. 2

TO

**CONTRACT BETWEEN
COUNTY OF VOLUSIA, FLORIDA**

AND

**THOMPSON CONSULTING SERVICES, LLC
1135 TOWNPARK AVENUE, SUITE 2101
LAKE MARY, FL 32746**

THIS AMENDMENT No. 2, made and entered into by and between the **COUNTY OF VOLUSIA**, a body corporate and politic and a political subdivision of the State of Florida (hereinafter "County"), and **THOMPSON CONSULTING SERVICES, LLC**, incorporated in and licensed to do business in the state of Florida (hereinafter "Contractor").

WHEREAS, the County and Contractor entered into an Agreement for Disaster Cost Recovery and Related Grant and Project Management Services (RSQ No. 17-SQ-43BB) under which Thompson Consulting Services, LLC, agreed to provide services until project completion; and

WHEREAS, the County and Contractor desire through this Amendment No. 2 to add Federal Contract clauses in accordance with 2 C.F.R. 200.326 and 2 C.F.R. Part 200 Appendix II Required Contract Clauses in to the agreement.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to amend the afore-described Contract as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Contract.
2. The parties agree to amend the Contract by adding Federal Contract clauses in accordance with 2 C.F.R. 200.326 and 2 C.F.R. Part 200 Appendix II Required Contract Clauses in to the agreement.
3. This Amendment no. 2 is incorporated by reference into the Contract as if fully set forth therein. Except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment no. 2 and the Contract, this Amendment no. 2 shall govern and control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 2 on the respective dates under each signature.

THOMPSON CONSULTING SERVICES, LLC:

BY: [Signature]
(Signature)

(CORPORATE SEAL)

BY: Jon Hoyle, President
Corporate Officer & Title

Date: 06/24/2020



ATTEST: [Signature]

Date: 06/24/2020

COUNTY OF VOLUSIA:

BY: DIRECTOR OF PURCHASING AND CONTRACTS OF VOLUSIA COUNTY, FLORIDA
Per Ordinance No. 2009-07, Section 2-272(a) and Section 2-273(a)

BY: [Signature]
Pam Wilsky, CPPO, CPPB
Director of Purchasing & Contracts

ATTEST: Rebecca Bishop

Date: 06/30/2020

Solicitation Name: 17-SQ-43BB
 Solicitation #17-SQ-43BB and MA#4855

FEDERAL CONTRACT PROVISIONS

Contractor agrees to comply with all requirements checked below

- ☐ **Equal Employment Opportunity** – for all contracts for construction work which is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

This requirement applies to all FEMA grant and cooperative agreement programs.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,

and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

☐ **Davis Bacon Act Equal Employment Opportunity** – applies to all contracts for construction work as defined above.

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- a All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c Additionally, contractors are required to pay wages not less than once a week.



Copeland Anti-Kickback Act

This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

- a Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."



Contract Work Hours and Safety Standards Act

This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The County of Volusia or State of Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

☐ Rights to Inventions Made Under a Contract or Agreement

If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F)

This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

☒ Clean Air Act and the Federal Water Pollution Control Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the County of Volusia (County) and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.



Debarment and Suspension

This requirement applies to all FEMA grant and cooperative agreement programs.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by State of Florida and County of Volusia. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida and County of Volusia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix A.

☒ Byrd Anti-Lobbying Amendment

This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the certification in Appendix B.

☒ Procurement Of Recovered Materials

This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

☒ Access to Records

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide State of Florida, County of Volusia, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the State of Florida, County of Volusia, and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

☒ **Changes**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

☒ **Department of Homeland Security (DHS) Seal, Logo, and Flags**

Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

☒ **Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

☒ **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

☒ **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

I hereby certify that I have read and understand the requirements of these Federal Contract Provisions and that I, as the Respondent, will comply with all requirements.

x


 Authorized Signature

Jon Hoyle

Printed Name

President

06/24/2020

Title

Date

Thompson Consulting Services, LLC

Company Name

1135 Townpark Ave Ste 2101, Lake Mary, FL 32746-4790

Full Address

(407) 792-0018

(407) 878-7858

info@thompsoncs.net

Telephone

Fax

E-mail Address

Appendix A CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-

LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Thompson Consulting Services, LLC

By: [Signature]

Date: 06/24/2020

Title: President

Instructions for Certification

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX B, CERTIFICATION REGARDING LOBBYING

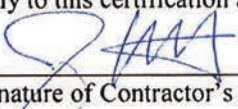
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Thompson Consulting Services, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



 Signature of Contractor's Authorized Official

Jon Hoyle, President

 Name and Title of Contractor's Authorized Official

06/24/2020

 Date

AMENDMENT NO. 3

TO

AGREEMENT BETWEEN

COUNTY OF VOLUSIA, FLORIDA

AND

THOMPSON CONSULTING SERVICES, LLC

THIS AMENDMENT No. 3, to Agreement for Disaster Cost Recovery and Related Grant and Project Management Services (hereinafter "Amendment No. 3") is made between **COUNTY OF VOLUSIA**, a body corporate and politic and a political subdivision of the State of Florida, located at 123 W. Indiana Avenue, DeLand, FL 32720 (hereinafter "County"), and **THOMPSON CONSULTING SERVICES, LLC**, incorporated in and licensed to do business in the state of Florida, whose principal place of business is located at 2601 Maitland Center Parkway Maitland, FL 32751 (hereinafter "Contractor").

RECITALS

WHEREAS, the County and Contractor entered into an Agreement for Disaster Cost Recovery and Related Grant and Project Management Services under which Contractor agreed to provide services to the County commencing on June 15, 2017, under which Thompson Consulting Services, LLC agreed to provide services until project completion (hereinafter "Agreement"); and

WHEREAS, through Amendment No. 1, the County and Contractor 1) amended the definition of County throughout the Agreement, including in the indemnification section and the insurance section underneath the schedule of insurance and 2) amended **Section 4 SCOPE OF SERVICES** by adding Section 4.2.6 Compliance with FEMA 200.318-326 and Appendix II Contract Provisions to the Scope of Services Clause; and

WHEREAS, through Amendment No. 2, the County and Contractor added Federal Contract clauses in accordance with 2 C.F.R. 200.326 and 2 C.F.R. Part 200 Appendix II Required Contract Clauses in to the Agreement; and

WHEREAS, through Amendment No. 3, the County and Contractor desire to amend **Section 6 TERM OF AGREEMENT** to extend the term of the Agreement through and until June 14, 2023; and

WHEREAS, through Amendment No. 3, the County and Contractor desire to amend **Section 9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY**; and

WHEREAS, through this Amendment No. 3, the County and the Contractor desire to amend Section 15.3 **Notice**.

WHEREAS, through this Amendment No. 3, the County and the Contractor desire to amend Section 15.10 **Force Majeure**.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to amend the afore-described Agreement as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Agreement.
2. The parties agree to amend **Section 6 TERM OF AGREEMENT** to read as follows:

6 TERM OF AGREEMENT

The Term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties and shall terminate six (6) years from the Effective Date. The parties may renew for one (1) subsequent one (1) year renewal, subject to the mutual written agreement between the parties and County Council approval, if applicable.

All other subsections or portions of **Section 6 TERM OF AGREEMENT** shall remain in full force and effect, unchanged by this Amendment No. 3.

3. The parties agree to amend **Section 9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY** by deleting the current language in the Agreement and replacing to read as follows:

9.1 **Indemnification.** Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

9.2 In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

9.3 **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, (as amended) Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the County's immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages, 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 Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

4. The parties agree to amend Section 15.3 **Notice** by changing the address for the Contractor to read as follows:

15.3 **Notice.** All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of

delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing & Contracts Address: 123 W. Indiana Ave., Rm. 302 DeLand, Florida 32720 Phone: 386-736-5935	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Rm. 301 DeLand, Florida 32720 Phone: 386-736-5950
In the case of Contractor:	with a copy of legal notices to:
Thompson Consulting Services, LLC Attn: Jon Hoyle, President Address: 2601 Maitland Center Parkway Maitland, FL 32751 Phone: 321-303-2543	Thompson Consulting Services, LLC Chief Legal Officer, Chad Brown 2970 Cottage Hill Road, Suite 190 Mobile, AL 36606

5. The parties agree to amend Section 15.10 **Force Majeure** by deleting the current language in the Agreement and replacing to read as follows:

15.10 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

15.10.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

15.10.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force

Majeure Event precludes the non-performing party from providing notice within such time period.

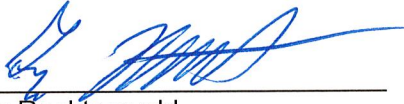
15.10.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable Statement of Services shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Agreement.

6. This Amendment no. 3 is incorporated by reference into the Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment no. 3 and the Agreement, this Amendment no. 3 shall govern and control.
7. Vendor acknowledges that Jon Hoyle, President (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Amendment electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

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IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 3 to the Agreement for Disaster Cost Recovery and Related Grant and Project Management Services on the respective dates under each signature.

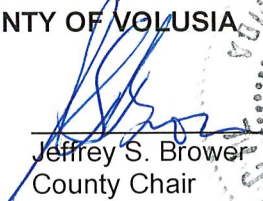
Attest:



George Recktenwald
County Manager
Date: 5/13/2022

COUNTY OF VOLUSIA

BY:



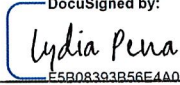
Jeffrey S. Brower
County Chair

Date:

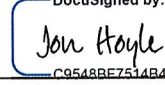
5/13/2022

Attest:

THOMPSON CONSULTING SERVICES LLC

DocuSigned by:


Lydia Pena
Accounting Coordinator
Date: 3/30/2022 | 19:26:37 EDT

DocuSigned by:


Jon Hoyle
President
Date: 3/30/2022 | 16:07:20 EDT

CC Date: 5/13/2022



CERTIFICATE OF LIABILITY INSURANCE

8.C.c
DATE (MM/DD/YYYY)
12/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance P.O. Drawer 228 Biloxi MS 39533		CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 228-374-2000 E-MAIL ADDRESS: patty.savage@bxsi.com FAX (A/C, No): 228-863-1957	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Scottsdale Insurance Co	
		INSURER B: Valley Forge Insurance Company	
		INSURER C: Transportation Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1433302166

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			VRS0005620	1/1/2022	1/1/2023	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			2097385745	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	2097385843	1/1/2022	1/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab Contractors Pollution Liability			VRS0005620	1/1/2022	1/1/2023	Per Claim/Agg \$5 mil/\$10 mil Per Claim/Agg \$5 mil/\$10 mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Volusia, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers and any party with whom the County has agreed by contract to provide additional insured status, is named as additional insured on the General Liability and Auto policy as required by written contract. Insurance is primary and non-contributory on the General Liability and Auto when required by written contract. A waiver of subrogation is provided on the General Liability, automobile liability and workers compensation when required in written contract.

CERTIFICATE HOLDER

CANCELLATION

County of Volusia
Purchasing & Contracts Division
123 West Indiana Ave Room 302
Deland FL 32720-4608

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Position	Hourly Rate (\$)	Quantity	Avg Hours per Week	Weeks	Budget Estimate (\$)
Project Manager	150.00	1	2	20	6,000.00
Senior Grant Management Consultant	135.00	1	16	20	43,200.00
Grant Management Consultant	110.00	1	24	20	52,800.00
Project Engineer	115.00	1	40	3	13,800.00
<i>Estimated Travel Costs (2 traveling staff at average of \$260/day/person, 21 days each)</i>					\$10,920.00
TOTAL ESTIMATE					126,720.00



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: Robert Preis, Utility Manager

Date: November 1, 2022

Subject: Sole Source Procurement of Neptune Water Meters from Ferguson Waterworks, Incorporated

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request for the City Commission to authorize the City's sole source procurement of Neptune water meters, provided by Ferguson Waterworks, Inc., for annual purchases that are to exceed the City Manager's purchasing authority of \$25,000 during the fiscal year.

Background

Previously, the City developed standards for using Neptune water meters. All of the City's water meters are manufactured by Neptune. Ferguson Waterworks, Inc. is the only authorized Neptune dealer in the State of Florida.

Discussion

To ensure appropriate service levels and reliability standards for the City's water meters, the City notified all vendors of its intent to procure Neptune products and services from Ferguson Waterworks, Inc. on Demandstar, a platform for advertising all governmental bids and requests for services. The notification was published for a twenty-one day period during the month of September 2022. Subsequently, no objections from industries or manufacturers were received regarding the notice of intent for the sole source purchase of Neptune products and services from Ferguson Waterworks, Inc.

Over the past several decades, Neptune meters have consistently proven to be reliable, dependable components of our water distribution system. In addition, the supporting sales and service provided by Ferguson representatives has proven to be a valuable asset. Ferguson staff are readily available to assist with recommendations to improve and enhance our existing equipment, as well as providing guidance when selecting new

and replacement metering equipment.

Budget Impact

Fund 409-Water & Wastewater Renewal and Replacement has \$293,000 budgeted for as needed replacements (\$90,000) and the annual meter replacement program (\$203,000). Funding is also available in Fund 401-Water & Wastewater Operating Fund for as needed parts associated with the meters in the amount of \$155,000.

Citizen Impact

Annual review and mutual acceptance of vendor qualifications and authorizations to provide products and specialized services for standardized equipment promotes efficiency, system reliability, and effective critical equipment response activities for the public good.

Recommendation

Staff recommends approval for the sole source procurement of standardized water meters, accessories and repair services provided by Ferguson Waterworks, Inc. for Neptune water meters.

Attachments:

- 22-147 Water Meters-Ferguson (P22-0172G) (PDF)
- Sole Source Justification Neptune 2022 (PDF)
- Ormond Beach - Sole Source Neptune 2022 Term (PDF)
- 48338 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/7/2022


Claire Whitley, Assistant City Manager 10/24/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/26/2022

RESOLUTION NO. 2022-147

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF NEPTUNE WATER METERS FROM FERGUSON ENTERPRISES, LLC ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, there are over 20,000 Neptune water meters installed throughout the City and which have been used for over 14 years, and

WHEREAS, Ferguson Enterprises, LLC supplies the only Neptune water meters that are compatible with the City's existing meters, and therefore, the equipment purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of Neptune water meters from Ferguson Enterprises, LLC on an as-needed basis at the prices set forth on the attached Price Agreement using Purchase Orders for each purchase, the cumulative total of which shall not exceed \$448,000.00 for FY 2022-2023, and

WHEREAS, the City Manager has certified that funds for the equipment have been appropriated to the credit of the Water & Wastewater Renewal & Replacement Fund (409) and have 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 approves the sole source purchase of Neptune water meters from Ferguson Enterprises, LLC on an as-needed basis using Purchase Orders, the cumulative total of which shall not exceed \$448,000.00 for FY2022-2023, and to pay the cost thereof from the Water & Wastewater Renewal & Replacement Fund.

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

APPROVED AND AUTHENTICATED this 1st day of November, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: TBDDate: August 29, 2022Vendor: Ferguson WaterworksCost: \$90,000/yearRequested by: Ryan Roessler Water Distribution SupervisorDepartment: PW/Utilities

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:

This is for the purpose of providing Neptune meters for the City's water distribution system residential, commercial, and industrial meters at each property served by the City's water utility.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

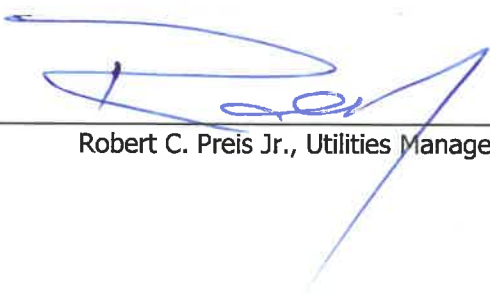
Ferguson supplies the only Neptune water meters that are compatible with the City's existing water meters, for the water distribution system. Neptune meters are now currently installed in over twenty thousand locations throughout the City. The software for radio reading the meters is proprietary for Neptune meters and will not work with other brands. The City has used Neptune meters for over 14 years, making this the City standard for reliable operations and to maintain consistency with existing equipment and reduce the types of spare parts needed.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

Ferguson Waterworks is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.



Robert C. Preis Jr., Utilities Manager

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). (5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.



NEPTUNE
TECHNOLOGY GROUP

August 2, 2022

Mr Ryan Roessler
Water Distribution Supervisor
City of Ormond Beach
501 N. Orchard St.
Ormond Beach, Fl. 32174

Mr. Roessler,

Please note that Ferguson Waterworks, Inc., is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Terry D. Gullett

Terry D. Gullett
Senior Territory Manager
Neptune Technology Group, Inc.



11/11/2022

Mr. Tim Heyrend
 Utilities Manager
 City of Ormond Beach
 P.O. Box 277
 Ormond Beach, Fl. 32175-0277

RE: – PRICE AGREEMENT - NEPTUNE TECHNOLOGY GROUP PRODUCTS 2022 TERM

<u>Description</u>	<u>Unit Price</u>
Neptune, 5/8"x3/4" T10 PB Meter Complete W/R900i Pit Gal. Reg.	\$209.00
Neptune, 3/4"x3/4" T10 Meter Complete W/R900i Pit Gal. Reg.	\$255.00
Neptune, 1" T10 Meter Complete W/R900i Pit Gal. Reg.	\$315.00
Neptune, 1 1/2" T10 Flg. Meter Complete W/R900i Pit Gal. Reg.	\$635.00
Neptune, 2" T10 Flg. Meter Complete W/R900i Pit Gal. Reg.	\$898.00
Neptune, 1 1/2" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$769.00
Neptune, 2" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$779.00
Neptune, 3" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$1,489.00
Neptune, 4" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$1,970.00
Neptune, 6" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$2,955.00
Neptune, 8" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$4,415.00
Neptune, 10" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$5,971.00
Neptune, 2" Tru Flo Compound Meter Complete W/R900i Pit Gal. Reg.'s	\$1,689.00
Neptune, 3" Tru Flo Compound Meter Complete W/R900i Pit Gal. Reg.'s	\$2,622.00
Neptune, 4" Tru Flo Compound Meter Complete W/R900i Pit Gal. Reg.'s	\$2,909.00
Neptune, 6" Tru Flo Compound Meter Complete W/R900i Pit Gal. Reg.'s	\$5,066.00
Neptune, 4"x1" HPPIIS Stainless Steel Fire Service Compound Meter Complete W/R900i Pit Gal. Reg.'s	\$8,725.00



Neptune, 6" x 1 1/2" HPPIIS Stainless Steel Fire Service Compound Meter Complete W/R900i RF Ecoders/MIU's	\$12,841.00
Neptune, 8" x 2" HPPIIS Stainless Steel Fire Service Compound Meter Complete W/R900i RF Ecoders/MIU's	\$16,282.00
Neptune, 10" x 2" HPPIIS Stainless Steel Fire Service Compound Meter Complete W/R900i RF Ecoders/MIU's	\$20,198.00
Neptune, 2" Coated Flanged Meter Strainer	\$250.00
Neptune, 3" Coated Flanged Meter Strainer	\$427.00
Neptune, 4" Coated Flanged Meter Strainer	\$548.00
Neptune, 6" Coated Flanged Meter Strainer	\$961.00
Neptune, 8" Coated Flanged Meter Strainer	\$1,922.00
Neptune, 10" Coated Flanged Meter Strainer	\$3,077.00
Neptune, 5/8"x3/4" T10 PB Bare Meter (Less Register)	\$42.00
Neptune, R900 Replacement Pit Coax Antenna Only, 6'	\$47.00
Neptune, First Net Pit Coax Antenna Only, 6'	\$47.00
Neptune, R900i Pit Gallon Register Only – <i>Any Size/Model</i>	\$176.00
Neptune, 5/8"x3/4" Mach 10 R900i Water Meter	\$285.00
Neptune, 3/4"x3/4" Mach 10 R900i Water Meter	\$295.00
Neptune, 1" Mach 10 R900i Water Meter	\$375.00
Neptune, 1 1/2" Mach 10 R900i Water Meter	\$743.00
Neptune, 2" Mach 10 R900i Water Meter	\$884.00
Neptune, 3" Mach 10 R900i Gallon Meter – <i>12" Lay Length</i>	\$2,564.00
Neptune, 3" Mach 10 R900i Gallon Meter – <i>17" Lay Length</i>	\$2,628.00
Neptune, 4" Mach 10 R900i Gallon Meter – <i>14" Lay Length</i>	\$3,257.00
Neptune, 4" Mach 10 R900i Gallon Meter – <i>20" Lay Length</i>	\$3,342.00
Neptune, 6" Mach 10 R900i Gallon Meter – <i>18" Lay Length</i>	\$5,428.00
Neptune, 6" Mach 10 R900i Gallon Meter – <i>24" Lay Length</i>	\$5,557.00
Neptune, 8" Mach 10 R900i Gallon Meter – <i>20" Lay Length</i>	\$9,092.00
Neptune, 10" Mach 10 R900i Gallon Meter – <i>26" Lay Length</i>	\$11,328.00
Neptune, 12" Mach 10 R900i Gallon Meter – <i>19.7" Lay Length</i>	\$13,571.00

Any R900i Meter or Registers listed above can be supplied as optional Neptune Encoder Register & Cellular First Net Endpoint at same price listed.

R900i Registers available as Ecoder or ProCoder model – same price.



Neptune 360 SaaS Platform + Firstnet Cellular Data Plan Annual Subscription

1-250 Connected Endpoints – (Per Meter/Per Year)	\$12.00
251-1,000 Connected Endpoints – (Per Meter/Per Year)	\$12.00
1,001-2,500 Connected Endpoints – (Per Meter/Per Year)	\$12.00
2,501-5,000 Connected Endpoints – (Per Meter/Per Year)	\$10.90
5,001-10,000 Connected Endpoints – (Per Meter/Per Year)	\$8.35
10,001-20,000 Connected Endpoints – (Per Meter/Per Year)	\$7.45
20,001-50,000 Connected Endpoints – (Per Meter/Per Year)	\$6.85

Neptune 360 SaaS Platform (AMR) Annual Subscription

0-1,000 Connected Endpoints – (Per Meter/Per Year)	\$2.00
1,001-2,500 Connected Endpoints – (Per Meter/Per Year)	\$1.35
2,501-5,000 Connected Endpoints – (Per Meter/Per Year)	\$1.10
5,001-10,000 Connected Endpoints – (Per Meter/Per Year)	\$.95
10,001-20,000 Connected Endpoints – (Per Meter/Per Year)	\$.80
20,001-50,000 Connected Endpoints – (Per Meter/Per Year)	\$.70

Neptune, R900 Belt Clip Transceiver	\$3,750.00
Neptune, MRX920 Mobile Data Collector	\$9,950.00

Freight: Allowed – FOB: City of Ormond Beach

Payment Terms: Net 30 Days – Check or ACH only.

Price Term: 1/1/2022 – 12/31/2022*

*(Due to current economic conditions, pricing subject to change prior to end of term).

On behalf of everyone at Ferguson Waterworks and Neptune Technology Group, Inc., I would like to thank the City of Ormond Beach for its past business. We are looking forward to meeting your automated meter needs for many years to come.

Respectfully submitted,

Jeff Kimbrough

Sales Manager – Meter & Automation Group

Ferguson Waterworks

Phone: 352-516-9791

Email: jeff@kimbroughsales.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: Robert Preis, Utility Manager

Date: November 1, 2022

Subject: Sole Source Procurement of Flygt Pumps from Xylem Water Solutions USA, Incorporated

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request for the City Commission to authorize the City's sole source procurement of Flygt Products pumping equipment sales and service, provided by Xylem Water Solutions USA, Inc., for annual purchases that are to exceed the City Manager's purchasing authority of \$25,000 during the fiscal year.

Background

Previously, the City developed standards for submersible pumping systems utilizing Flygt pump and controls equipment. As a result, the majority of the City's eighty (80) remote lift stations and several in-plant pump components contain equipment manufactured by Flygt.

A list of Flygt equipment contained in the wastewater collection and treatment systems is attached. Also attached is a letter from Xylem Water Solutions USA, Inc., indicating they are the only authorized vendor and service repair/warranty organization in the State of Florida, east of the Apalachicola River, for Flygt products.

Discussion

To ensure appropriate service levels and reliability standards for the City's sanitary collection system, the City notified all vendors of its intent to procure Flygt products and services from Xylem Water Solutions on Demandstar, a platform for advertising all governmental bids and requests for services. The notification was published for a twenty-one day period during the month of September 2022. Subsequently, no objections from industries or manufacturers were received regarding the notice of intent for the sole source purchase of Flygt products and services from Xylem Water Solutions USA, Inc.

Over the past several decades, Flygt pumps have consistently proven to be reliable, dependable components of our sanitary sewer transmission system. In addition, the supporting sales and service provided by Xylem representatives has proven to be a valuable asset. Xylem staff are readily available to assist with recommendations to improve and enhance our existing equipment, as well as providing guidance when selecting new and replacement pumping equipment.

Budget Impact

Pump replacement purchases and repair costs are included in the Fiscal Year 2022-2023 budget for Water & Wastewater Operating Renewal & Replacement (409) Funds, with anticipated costs for Flygt pumps and accessories in the amount of \$585,000.

Citizen Impact

Annual review and mutual acceptance of vendor qualifications and authorizations to provide products and specialized services for standardized equipment promotes efficiency, system reliability, and effective critical equipment response activities for the public good.

Recommendation

Staff recommends approval for the sole source procurement of standardized pumps, motors, equipment, controls and repair services provided by Xylem Water Solutions USA, Inc. for Flygt pumps and products.

Attachments:

- 22-148 Pump Equip Purch Xylem sole source (P22-0169G) (PDF)
- Xylem Sole Source Justification2022 (PDF)
- City of Ormond Beach - Flygt municipal products (DOC)
- Flygt Equipment List 2022 (DOCX)

REVIEWED BY:


Kelly McGuire, Finance Director 10/7/2022


Claire Whitley, Assistant City Manager 10/24/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/26/2022

RESOLUTION NO. 2022-148

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PUMPING AND CONTROLS EQUIPMENT AND REPAIR SERVICES FROM XYLEM WATER SOLUTIONS USA, INC. ON AN AS-NEEDED BASIS FOR THE CITY'S WASTEWATER COLLECTION SYSTEM LIFT STATIONS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, there are over 80 lift stations that exist within the City which have been in place for many years, and

WHEREAS, Xylem Water Solutions USA, Inc. manufactures the only Flygt parts that are compatible with the City's existing lift stations, and therefore, the equipment purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of various Flygt pumping and controls equipment and repair services from Xylem Water Solutions USA, Inc. on an as-needed basis using Purchase Orders for each purchase, the cumulative total of which shall not exceed \$585,000.00 for FY 2022-2023, and

WHEREAS, the City Manager has certified that the money for the payment of the parts and service has been appropriated to the credit of the Water & Wastewater Operating Renewal and Replacement Fund (409) and is not appropriated for any other purpose, and

WHEREAS, the City Commission concurs in the said determination and recommendation, now therefore,

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

SECTION ONE. The City Commission hereby approves the sole source purchase of various Flygt pumping and controls equipment and repair services for the City's lift stations from Xylem Water Solutions USA, Inc. on an as-needed basis using Purchase Orders, the cumulative total of which shall not exceed \$585,000.00 for FY 2022-2023, and payment thereof from the Water and Wastewater Operating Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 1st day of November, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

 Requisition No.: TBD

 Date: August 29, 2022

 Vendor: Xylem Water Solutions USA, Inc

 Cost: TBD

 Requested by: Ron Burk, Maintenance Superintendent

 Department: PW/Utilities

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:

This is for the purpose of Flygt pumping and controls equipment and repair services for the City's wastewater collection system lift stations and certain treatment system components provided by Xylem Water Solutions USA, Inc.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

Flygt has been the standard pumping equipment and control system for most all of the wastewater collection system pumping stations in operation throughout the City for many years. Flygt duplex and triplex sewage pumping stations are now currently installed in approximately eighty (80) locations throughout the City. Flygt pumping equipment is also in operation at the internal recycle pump room and in-plant dewatering wetwell at the City's wastewater treatment facility. Reliable operations standards require staff to maintain consistency with existing equipment and reduce the types of spare parts needed and have readily available capacity to perform pump replacement activities and procure critical factory repair services.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

Xylem Water Solutions USA, Inc is the only authorized vendor for equipment replacement and service repair and warranty organization in the State of Florida for Flygt pumps and equipment. Flygt pumps are considered to be the standard for Ormond Beach wastewater collection and treatment facility systems.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Robert C Preis Jr., Utilities Manager

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). (5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).



XYLEM INC. – FLYGT PRODUCTS
455 Harvest Time Dr. Sanford, Florida 32771
Phone: 407-880-2900 • Fax: 407-880-2962

August 29, 2022

City of Ormond Beach
Attn: Ron Burk

Subject: FLYGT PRODUCTS – SALES & SERVICE

Please be advised the Xylem, Inc. the only authorized vendor for Flygt municipal products and is the only authorized service repair and warranty organization in the State of Florida; (East of the Apalachicola River). Their staff is properly trained to provide you the best service available.

Thank you for your interest in Flygt Products. Do not hesitate to call me if you have any questions regarding distribution or any other matter.

Very truly yours,

XYLEM, INC.

David Williams

*Flygt Products include submersible pumps, mixers, valves, M&C products, Syracuse safe hatch access covers and control panels.



City of Ormond Beach Memorandum

To: Bob Preis, Utilities Manager
 From: Ron Burk, Supervisor - Utilities Maintenance
 Subject: **List of Flygt Equipment**
 Date: September 21, 2022

Flygt equipment inventory as of September 21, 2022:

Flygt Pump Model	Quantity
3082	2
3085	8
3101	6
3102	45
3127	54
3140	10
3152	18
3153	6
3170	4
3171	6
3201	4
3301	5
3068	9
Total	177

Above itemized pump total includes equipment housed in the following described facilities:

- Remote Lift Stations
- Wastewater Treatment Plant: Recycle/Dewatering/Scumwells
- Water Treatment Plant: Lime Sludge Pits.

We currently have 58 Flygt Multi-trode Level Probes in use at the remote station sites.

The Lift Stations use the following Flygt Controllers:

APP 731	2
APP 521	5
MULTI-SMART	1
Multitrode MT2PC	40



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: November 1, 2022

Subject: State of Florida Department of Environmental Protection - UV Disinfection Conversion Grant Agreement

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request for the City Commission to authorize the City Manager to execute a Grant Agreement with the State of Florida Department of Environmental Protection to provide the City with \$1,500,00 for use in the conversion of the Ormond Beach Water Reclamation Facility to Ultraviolet Disinfection for use in the disinfection of treated effluent from this facility.

Background

The advanced wastewater treatment process at the City of Ormond Beach's water Reclamation Facility currently utilizes sodium hypochlorite to provide disinfection within the chlorine contact chambers. The use of chlorine requires operators to dose the treatment process with a Liquid Chlorine, a chemical that must be constantly monitored and adjusted to ensure disinfection of the process stream and minimization of disinfection by products. Recent volatility in the chemical market has had dramatic effect on the operating cost of a chlorine system. City staff have explored the use of alternative methods for disinfection of the treated wastewater and are proposing the conversion of the existing chlorine contact chambers to UV treatment through the installation of an ultraviolet light treatment system. These systems provide a reliable disinfection of waste effluent greatly reducing the use of chemicals treating the effluent later distributed as reclaimed water to City customers.

Discussion

For the State of Florida's 2022 Legislative session, City staff prepared requests for funding for a number of high priority projects. One of these projects proposed conversion of the City's Water Reclamation Facility (WRF) from chlorine to an ultraviolet light treatment system. This request was recommended for funding through the State

Legislature and included in the State of Florida's Fiscal Year (FY) 2022-2023 budget for funding through the Florida Department of Environmental Protection. The grant agreement attached provides for a 50% match of funds to complete the design and construction of these improvements up to \$1,500,000.

Budget Impact

The attached grant agreement will provide for up to one half of the anticipated cost to for the conversion of the WRF disinfection from chlorine to UV Disinfection conversion with a maximum of \$1,500,000. This project was included in the FY 2022-2023 budget with a total cost of \$2,700,000. The matching funds will be provided through a bond issue in order to support this important utility upgrade projects.

Upon completion of this project, chemical purchases will be able to be reduced, resulting in an operational savings for the WRF and the City.

Citizen Impact

Disinfection of treated effluent is critical element for the production of reclaimed water. This conversion will allow the City to continue producing safe reclaimed water for use by City residents.

Recommendation

It is recommended that the City Commission authorize the City Manager to execute the Grant Agreement with the State of Florida Department of Environmental Protection for the conversion of the Ormond Beach Water Reclamation Facility to Ultraviolet Disinfection.

Attachments:

- 22-149 FDEP Grant - WWTF Ultraviolet Conversion (P22-0174G) (PDF)
- Grant Agreement (PDF)
- Fact Sheet (DOCX)

REVIEWED BY:


 Kelly McGuire, Finance Director 10/10/2022



Claire Whitley, Assistant City Manager 10/24/2022**APPROVED BY:**

Joyce A. Shanahan, City Manager 10/26/2022

RESOLUTION NO. 2022-149

A RESOLUTION AUTHORIZING THE EXECUTION OF A STANDARD GRANT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, FOR FUNDING ASSISTANCE REGARDING THE ULTRAVIOLET DISINFECTION CONVERSION PROJECT AT THE WATER RECLAMATION FACILITY; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to enter into a Standard Grant Agreement with the Florida Department of Environmental Protection ("FDEP") regarding funding assistance for the ultraviolet disinfection conversion project at the water reclamation facility ("the Project"), and

WHEREAS, the total cost of the Project is \$3,000,000.00, and

WHEREAS, the FDEP will provide grant funds in the amount of \$1,500,000.00, representing fifty percent (50%) of the project cost, and

WHEREAS, the City Manager has certified that funds in the amount of \$1,500,000.00, representing the remaining fifty percent (50%) of the total Project cost, will be made available through the issuance of a bond, 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 Standard Grant Agreement between the City of Ormond Beach and FDEP for funding assistance regarding the ultraviolet disinfection conversion project at the water reclamation facility.

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 1st day of November, 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): **Ormond Beach Ultraviolet Disinfection Conversion** Agreement Number: **LPA0353**

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**
Grantee Address: **4000 Central Florida Blvd., Orlando, Florida 32816** FEID: **59-6000398** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **December 31, 2024**

4. Project Number: Project Location(s): **Lat/Long: (29.2894 -81.0736)** 
(If different from Agreement Number)

Project Description: **The Grantee will install an ultraviolet (UV) light system to convert the existing chlorine contact chambers at the Grantee's Water Reclamation Facility to UV treatment.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$1,500,000.00	☒ State ☐ Federal	LP, GAA LI 1665A, FY 22-23, GR	\$1,500,000.00
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$1,500,000.00

6. Department's Grant Manager Name: Caleb Hill or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2892 Email: Caleb.W.Hill@FloridaDEP.gov	Grantee's Grant Manager Name: Loretta Moisio or successor Address: P.O. Box 277 Ormond Beach, FL 32175 Phone: 386-676-3315 Email: Loretta.Moisio@ormondbeach.org
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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):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 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, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Caleb Hill, DEP Grant Manager

Zach Easton, DEP QC Reviewer

**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. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. 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/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 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:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- 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) 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

Attachment 1

4 of 12

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.

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.

Attachment 1

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- 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. Build America, Buy America Act (BABA).

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. 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.

26. 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.

27. 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/>).

28. 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.

29. 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.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. 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.
- 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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. LPA0353**

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 Ormond Beach Ultraviolet Disinfection Conversion (Project). The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

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.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Build America, Buy America Act (BABA).

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

Attachment 2

2 of 3

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

15. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Ormond Beach Ultraviolet Disinfection Conversion

PROJECT LOCATION: The Project will be located in the City of Ormond Beach within Volusia County; Lat/Long (29.2894, -81.0736).

PROJECT BACKGROUND: The advanced wastewater treatment process at the City of Ormond Beach's (Grantee) water reclamation facility currently utilizes sodium hypochlorite as liquid chlorine to disinfect the chlorine contact chambers. The use of chlorine requires operators to dose the treatment process with liquid chlorine, which must be constantly monitored and adjusted to ensure disinfection of the process stream and minimization of disinfection byproducts. Recent volatility in the chemical market has had a dramatic effect on the operating cost of chlorine systems. The Project will include the installation of an ultraviolet light treatment system to greatly reduce the amount of chlorine needed to treat the wastewater.

PROJECT DESCRIPTION: The Grantee will install an ultraviolet (UV) light treatment system at the Grantee's water reclamation facility. The Project will convert the existing chlorine contact chambers to UV treatment.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will install an ultraviolet light treatment system in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$1,500,000	07/01/2022	06/30/2024
Total:			\$1,500,000		

**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.

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
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: If 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	Department of Environmental Protection	2022-2023	37.039	Statewide Surface Water Restoration and Wastewater Projects - LI 1665A	\$1,500,000	140047
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	\$1,500,000	
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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**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0353
Project Title:	Ormond Beach Ultraviolet Disinfection Conversion
Grantee Name:	City of Ormond Beach
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Construction

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

CITY OF ORMOND BEACH WATER QUALITY PRIORITIES



PROJECT: WATER RECLAMATION FACILITY
ULTRA VIOLET DISINFECTION CONVERSION

LOCATION: CITY OF ORMOND BEACH
WATER RECLAMATION FACILITY

ESTIMATED
COST: \$2.70 MILLION

PROJECT DESCRIPTION: THE ADVANCED WASTEWATER TREATMENT PROCESS AT THE CITY OF ORMOND BEACH'S WATER RECLAMATION FACILITY CURRENTLY UTILIZES SODIUM HYPOCHLORITE TO PROVIDE DISINFECTION WITHIN THE CHLORINE CONTACT CHAMBERS. THE USE OF CHLORINE REQUIRES OPERATORS TO DOSE THE TREATMENT PROCESS WITH A LIQUID CHLORINE, A HAZARDOUS CHEMICAL THAT MUST BE CONSTANTLY MONITORED AND ADJUSTED TO ENSURE DISINFECTION OF THE PROCESS STREAM AND MINIMIZATION OF DISINFECTION BY-PRODUCTS. RECENT VOLATILITY IN THE CHEMICAL MARKET HAS HAD DRAMATIC EFFECT ON THE OPERATING COST OF A CHLORINE SYSTEM. THIS PROJECT PROPOSES CONVERSION OF THE EXISTING CHLORINE CONTACT CHAMBERS TO UV TREATMENT THROUGH THE INSTALLATION OF ULTRAVIOLET LIGHT TREATMENT SYSTEM. THIS SYSTEM PROVIDES A RELIABLE DISINFECTION OF WASTE EFFLUENT GREATLY REDUCING THE USE OF CHEMICALS TREATING THE EFFLUENT LATER DISTRIBUTED AS RECLAIMED WATER TO CITY CUSTOMERS.





CITY OF ORMOND BEACH

Office of the City Attorney • 173 South Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3217 • Fax (386) 676-3321

CITY ATTORNEY MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
From: Randal A. Hayes, City Attorney
Date: November 1, 2022
Subject: Proposed Settlement Offer
Commission Goal: Governance - Other

Introduction

This is a request for the City Commission to approve a settlement offer for the total amount of \$99,500 regarding a lawsuit for personal injuries that has been filed against the city by Cherrimarie Lewis and her father, Jason Kauffold.

Discussion

Ms. Lewis and Mr. Kauffold were involved in a motor vehicle accident with a city police vehicle in the late evening hours of May 18, 2020 at the intersection of Hand Avenue and Clyde Morris Boulevard. Ms. Lewis was 26 years old at the time of the accident. She was driving a 2014 GMC Acadia west on Hand Avenue. Her 43-year old father, Jason Kauffold was a passenger in the vehicle. Ormond Beach Police Officer Kevin Culver's patrol vehicle was traveling north on Clyde Morris Boulevard. The posted speed limit is forty miles per hour. As Ms. Lewis' vehicle continued through the intersection at Clyde Morris Boulevard, Officer Culver's patrol vehicle entered the intersection, colliding with the front driver side area of Ms. Lewis' vehicle. The impact was severe, causing Ms. Lewis' vehicle to rotate clock-wise approximately 180 degrees, and come to rest sixty-five feet from the point of impact. The force of the collision caused Officer Culver's vehicle to veer off the road in a north-westerly direction, striking a tree near a business in the northwest corner of the intersection. The airbags in both vehicles deployed and both vehicles were a total loss.

Immediately following the crash, Ms. Lewis was transported to Halifax Health by EVAC Ambulance, arriving as a level two trauma alert. She was initially diagnosed with a severely contused and lacerated left lung and was intubated. In addition to her lacerated lung, she was diagnosed with left 4th, 5th, and 6th rib fractures, fractures of the left L2 and L3 transverse processes, neck and back injuries and bruising. She now has permanent scarring on her left hand and along her ribs from the chest tube insertion. Mr. Kauffold's injuries were minor.

Officer Culver and Ms. Lewis both claim to have had a green light as their vehicles

entered the intersection. Trooper Steele, of the Florida Highway Patrol conducted the traffic investigation. He contacted several businesses near the intersection to determine if there was any video available to assist in the accident investigation, but none of the video monitoring systems had coverage of the intersection. The accident report and photographs that were taken at the scene of the accident indicate the front part of Officer Culver's patrol vehicle impacted the driver's side area of Ms. Lewis' vehicle (i.e., a classic T-bone collision) indicating Ms. Lewis's vehicle was already in the intersection when Officer Culver's vehicle collided with her vehicle. The conflicting witness statements, the lack of video evidence, and the nature of the impact (i.e., T-bone collision) raise potential liability concerns as the case proceeds to a jury trial.

Ms. Lewis and Mr. Kauffold filed suit against the city in the circuit court for Volusia County alleging that Officer Culver's negligence in the operation of his police vehicle was the proximate cause of the accident. The plaintiffs are seeking to recover the cost of past and future medical expenses, and for pain and suffering. Under section 768.28, Florida Statutes, government agencies are liable for the negligent acts committed by their employees in the scope of their official duties. Officer Culver is no longer employed with the city and has relocated out of state. This case is currently in the discovery phase of litigation and has not yet been scheduled for trial. Discovery in litigation matters can be costly, and generally includes taking witness depositions to determine the cause of the accident, evaluating injuries to the plaintiffs, evaluating the medical treatment that has been provided by medical providers and treating physicians, including the associated medical expenses, and assessing damage to property.

Section 768.28, Florida Statutes limits the city's liability as a result of the negligent acts of its employees to no more than \$200,000 for a single claim, and no more than \$300,000 for multiple claims arising from the same occurrence. The statute also limits the amount that a claimant's attorney can recover to no more than twenty-five percent of the amount that is awarded to a claimant.

To date, Ms. Lewis has incurred \$124,084.95 in medical expenses and future medical expenses are estimated to cost in the range of \$45,000.000 to \$100,000 over the next three to five years. Of the \$124,084.95 in past medical expenses, medical providers have asserted liens totaling \$15,199.74 and Ms. Lewis is responsible to pay a balance of \$8,828.00, all of which Ms. Lewis will be responsible to pay from the settlement proceeds. Ms. Lewis reached maximum medical improvement on April 15, 2021 and has been assigned a permanent impairment rating of 15% of the body as a whole. At the time of the accident, Ms. Lewis worked as a cosmetologist and esthetician, and she is the mother to small children. Due to the injuries she sustained, she has difficulty completing daily activities, including caring for her children. She had to discontinue work as a cosmetologist/esthetician and she has been unable to procure similar employment in her chosen vocation.

Medical records for Mr. Kauffold have not been yet provided, however his injuries are believed to be minor, except for the pain and suffering which he claims as a result of the accident.

The plaintiffs, through their attorney, recently extended an offer to the city to settle the claims of Ms. Lewis and Mr. Kauffold for the total amount of \$99,500.00 (with \$89,000 being allocated to Ms. Lewis and \$10,500 being allocated to Mr. Kauffold).

Budget Impact

The settlement proceeds would be paid from Fund 504-General Liability Fund.

Citizen Impact

There is no impact to citizens.

Recommendation

The city's claims committee, the city attorney, and the city's trial counsel all recommend approval of the proposed settlement for the total sum of \$99,500 as described above (\$89,000 to Ms. Lewis and \$10,500 to Mr. Kauffold). In the event the City Commission should decide not to accept the proposed settlement, we will continue with the discovery phase in preparation for trial. Prior to trial, the court will require the parties to mediate the dispute in an effort to settle the case. This case is not yet scheduled for trial. Favorable consideration by the Commission is recommended.

Attachments:

- 22-150 Lewis Settlement 702542 (PDF)
- Exhibit 1- Plaintiffs Vehicle (PDF)
- Exhibit 2- City Police Vehicle(PDF)
- Exhibit 3- Debris Field (PDF)

RESOLUTION NO. 2022-150

A RESOLUTION APPROVING THE SETTLEMENT OF PERSONAL INJURY CLAIMS FILED BY CHERRIMARIE LEWIS AND JASON KAUFFOLD; AUTHORIZING THE EXECUTION OF ALL PAPERS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The city commission accepts the report and recommendation of the city attorney dated November 1, 2022 and hereby approves a settlement between the city and plaintiffs Cherrimarie Lewis and Jason Kauffold for the sum of \$99,500.00 (with \$89,000 being allocated to Ms. Lewis and \$10,500 being allocated to Mr. Kauffold) to be paid to Ms. Lewis and Mr. Kauffold as consideration for the complete settlement and dismissal with prejudice of the following pending litigation matter: Cherrimarie Angelina Lewis and Jason Richard Kauffold v. the City of Ormond Beach, 2022 30118 CICI, Volusia County Circuit Court. The settlement shall include all claims by the plaintiffs against the city of Ormond Beach.

SECTION TWO. The mayor, city manager, and the city's attorneys or their designees are hereby authorized and directed to execute any and all papers that are necessary and incidental to effectuate the settlement of the above captioned litigation matter, including the payment of said settlement proceeds.

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

APPROVED AND AUTHENTICATED this 1st day of November, 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: Alex Schumann, City Engineer

Date: November 1, 2022

Subject: Preconstruction Services for Performing Arts Center Renovation Work Authorization

Commission Goal: Quality of Life - Other

Introduction

This is a request to approve a Work Authorization with Bomar Construction, Inc. for professional services for the Performing Arts Center Renovation Project.

Background

In November 2000, Volusia County voters approved a referendum to establish a funding program for environmental, cultural, heritage and outdoor projects. Pursuant to Volusia County Council Resolution 2000-156, program funds are to be used solely to finance acquisition, restoration, construction and improvement of environmental/ecological, cultural, historical/heritage and outdoor recreation facilities for public use. The program was to sunset after 20 years; however, Volusia County voters re-authorized the program for another 20 years during the 2020 general election.

This project, partially funded through Volusia County ECHO funds, includes renovation of the lobby; creation of a donor wall, improving the appearance of the exterior façade; modifications to the lobby stairway for both public safety and aesthetics; modifications to the restrooms to ensure full accessibility; the addition of a major art installation; upgrades of floor, window, and wall coverings in the lobby, concession, and hallways; and a canopy for shelter at the entrance during inclement weather.

Discussion

On September 7, 2022, the City Commission approved a contract with Bomar Construction, Inc. for construction management services on a continuing contract basis. For this project, staff chose to utilize our Construction Management Services contract as:

- Construction time is reduced under this method; work can commence

immediately following contract execution.

- Providing fulltime on-site supervision and direction to all subcontractors in efforts to minimize damage.
- Scheduling subcontractors and material deliveries efficiently to reduce overall construction duration.

The attached proposal, provided by Bomar Construction, Inc. for the Preconstruction phase services for the Performing Arts Center Renovation Project, provides for architectural professional services that will finalize the plans and specifications for these improvements. These completed plans will allow the City and the project contractor to obtain all building permits necessary to begin construction of the project. Included with this work, will be a value engineering evaluation of the plans and modifications to the plans to ensure that the project is being constructed in the most cost-efficient manner. This contract also includes a line item providing for architectural administration services during construction.

This proposal, for the finalizing of construction plans and specifications, Value Engineering, and construction oversight from the design Architect has been structured with a guaranteed maximum price of \$76,536.

Budget Impact

The project will be funded from Fund 301-General Improvement Fund. This project was included in the current budget.

Citizen Impact

The Performing Arts Center opened in 1991 and since that time it has been attracting tourists, local residents and winter residents from all over the country and has solidified its place as a cultural institution and a valuable community resource for children and adults to learn and participate in dance and theatrical performances. The studio offers an area for show rehearsals, and theatrical and dance classes. Prior to the pandemic, box office receipts and estimates of free attendance averaged 40,000 annually. In addition to performances, the Center offers gallery space for curated art shows for local artists, county school students, individuals with disabilities, an annual photography show, and a venue for seminars and other public and civic group meetings.

Recommendation

Staff recommends award of the work authorization for professional services for the Performing Arts Center Renovation Project to Bomar Construction, Inc. for the guaranteed maximum price of \$76,536.00.

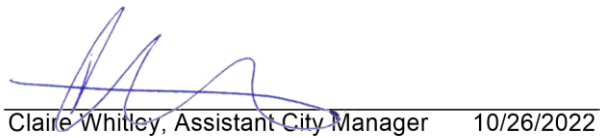
Attachments:

- 22-151 Bomar precon PAC (P22-0168G) (PDF)

- PAC Renovations-Pre Const Ph Svcs Work Authorization (PDF)
- Bomar Phase 1 Proposal 09-23-22(PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/25/2022


Claire Whitley, Assistant City Manager 10/26/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/27/2022

RESOLUTION NO. 2022-151

A RESOLUTION ACCEPTING A PROPOSAL FROM BOMAR CONSTRUCTION, INC. TO PROVIDE PRECONSTRUCTION SERVICES REGARDING THE PERFORMING ARTS CENTER RENOVATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Bomar Construction, Inc., an engineering firm under continuing contract with the City, to provide preconstruction services regarding the Performing Arts Center renovation project (“the Project”) in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Bomar Construction, Inc. to provide preconstruction services for the aforescribed project at a cost not to exceed \$76,536.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Commission concurs in the said determination and recommendation, and

WHEREAS, the City Manager has certified that the money for the payment of the Project has been deposited to the credit of the General Fund (301) 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 submitted by Bomar Construction, Inc. to provide preconstruction services regarding the Performing Arts Center renovation project at a cost not to exceed \$76,536.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and Bomar Construction, Inc. to provide preconstruction services for the Project at the said price, and to pay the cost therefor from the General Fund.

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

APPROVED AND AUTHENTICATED this 1st day of November, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Contract for Construction Management Services on a Continuing Basis dated September 7, 2022 between the City of Ormond Beach, Florida, and Bomar Construction, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Performing Arts Center Renovations – Pre-Construction Phase Services

Project Description: To provide Pre-Construction Phase services including architectural and engineering design services, value engineering, establishing a Guaranteed Maximum Price for construction, and construction administration services, as detailed in the attached proposal dated September 23, 2022.

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Performing Arts Center Pre-Construction Phase Services	Lump Sum	\$76,536.00
Total Fee Authorized:	Not to Exceed	<u>\$76,536.00</u>

Funding Source: General Fund (301)

Estimated Time for Completion: 8 Weeks from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
BOMAR CONSTRUCTION, INC.

By: _____
Bill Partington
Mayor

By: _____
Leonard Marinaccio, III
President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract transfer, at no cost to the City, all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City 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 the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

BOMAR CONSTRUCTION, INC.

CGC 1517931

27 S. ORCHARD ST., ORMOND BEACH, FL 32174**(386) 677-8736 FAX: (386) 677-7726**

September 23, 2022

RE: Performing Arts Center Renovations

Dear Mr. Schumann:

In connection with the above referenced project, and our previously prepared budgets submitted to the City, we are pleased to present this proposal for Pre-Construction Phase Services. The project involves interior renovations to the lobby, gallery, toilet rooms, box office entry, and the addition of an exterior entrance canopy at the Performing Arts Center. The pre-construction services include, but are not limited to meetings with the design consultant, preparing cost estimates, and the review of construction documents being developed for value engineering and constructability. We estimate this work to be completed in eight (8) weeks.

Upon completion of the work we will provide:

- Signed/Sealed construction documents
- Guaranteed Maximum Price (GMP) for project construction

We propose the above for a lump sum fee of \$76,536, a breakdown is as follows:

Architectural & Engineering Design Services	\$33,120
Arch & Engineering Reimbursables (Allowance)	\$ 3,000
Construction Administration Services	\$24,640
Pre-Construction Services	\$10,000
Bomar O & P	<u>\$ 5,776</u>
	\$76,536

Thank you for this opportunity to work with the City on this Project. Please do not hesitate to contact me with any questions or comment.

Sincerely,



Leonard Marinaccio III, President



12 September 2022

Len Marinaccio, President
Bomar Construction
Ormond Beach, Florida
32174

RE: Ormond Beach Performing Arts Center (PAC)
Renovation of existing PAC
Architectural & Engineering Design Services

Dear Len,

Please find attached our proposal to provide Architectural and Engineering design services for the proposed renovations to the existing Performing Arts Center; including Final Construction Documents, Permitting, and Construction Phase Services.

We are excited to be your partner on this journey and look forward to assisting you and the Friends of the PAC.

Please let me know if you have any questions or if there's anything we can do to assist.

Thank you.
Sincerely,

Tom DeSimone
Director of Community Projects
RLF Architecture Engineering Interiors

Places That Perform.

Proposal for Construction Documents Design Services

12 September 2022

Project Scope:

The project consists of the interior renovations to the existing Ormond Beach Performing Arts Center, limited to the lobby, gallery, gang toilet rooms, and box office entry. Scope of renovations to include new interior finishes throughout, stair and balcony guardrails, lighting and mechanical, electrical, plumbing, and fire protection modifications where required by the renovations in these areas as outlined in our latest design drawings.

The renovations do not include upgrades to the existing mechanical, electrical, plumbing, low voltage, and fire protection systems.

RLF's Basic Services Scope:

RLF will provide Architectural, Engineering (MEP/FP), and Interior Design Services to prepare Construction Documents for Contractor pricing, permitting and construction as outlined below:

Items include:

- Final signed and sealed Construction Documents
- City permitting
- Construction Administration: including submittal reviews, response to any Request for Information, and project meetings as outlined below.
- Additional design services for curtainwall entry (as an alternate)

Note: RLF can provide required insurance as shown in attached example Certificate of Insurance for professional liability with Bomar Construction named as additional insured once contract award.

Schedule:

- Curtain wall entry additive alternate design option - 2 weeks
 - One (1) meeting to review & approve CDs
- Finalize Construction Documents 4 weeks
- Permitting & Response to Comments 2 weeks
- Construction Administration 8 months

Optional Additional Services

The following services are not included under this proposal but can be provided as Optional Additional Services if requested.

- Creation of As-Built drawings to document existing conditions.
- Assessment of exterior elements, parking, civil, and landscape
- Energy modeling and/or LEED Analysis
- Furniture, Signage, and Artwork selection, procurement, or bidding
- Audio Visual or Low Voltage design and selection
- Structural Engineering Design or Assessment of existing building structure (other than exterior canopy footing review & design)

Proposal for Construction Documents Design Services

12 September 2022

RLF Basic A/E Services Compensation:

Compensation for RLF Services shall be **Fifty Seven, Seven Hundred and Sixty dollars (\$57,760.00)**. Services will be billed monthly for work performed as follows:

Curtain wall at Entry design	\$7,860
Finalize Construction Documents	\$25,260
Construction Administration	\$24,640
Total RLF Fee	\$57,760

Reimbursable Expenses:

Reimbursable Expenses for this project shall be computed at a multiple of 1.1 times the expenses incurred. Reimbursable expenses include but are not limited to reprographics, meals, mileage, postal services, and courier services.

Additional Services:

Compensation for any other Additional Services will be a stipulated sum agreed to in advance by the parties or on an hourly basis with rates based on RLF's current hourly rate schedule.

Form of Agreement:

The form of agreement for this Project shall be based on AIA Documents, as approved by all parties.

This letter proposal may serve as the agreement for the work of this proposal. Please sign, date, and return this letter proposal to indicate your authorization for us to proceed.

This proposal is valid for one hundred and twenty (120) days from date of issue.

Authorization is given by:

Authorization is given by:
Rogers Lovelock & Fritz, Inc

Printed Name

Tom DeSimone

Printed Name

Title

Project Director

Title

Date

12 September 2022

Date



Signature

Signature

Proposal for Construction Documents Design Services

12 September 2022

Certificate of Insurance example

CERTIFICATE OF LIABILITY INSURANCE

ROGELOV-01

RJONES

DATE (MM/DD/YYYY)

8/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 E-MAIL ADDRESS: admin@amesgough.com FAX (A/C, No): (703) 827-2279																					
INSURED Rogers, Lovelock & Fritz, Inc. (RLF) 4750 New Broad Street Orlando, FL 32814	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Travelers Indemnity Company of Connecticut A++ (Superior)</td><td>25682</td></tr><tr><td>INSURER B :</td><td>Travelers Casualty and Surety Company</td><td>19038</td></tr><tr><td>INSURER C :</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Travelers Indemnity Company of Connecticut A++ (Superior)	25682	INSURER B :	Travelers Casualty and Surety Company	19038	INSURER C :	Travelers Property Casualty Company of America	25674	INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:		680-0S766544	4/1/2022	4/1/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
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B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BA-9R643605	4/1/2022	4/1/2023	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
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PROPERTY DAMAGE (Per accident)	\$																										
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C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		CUP-0S768470	4/1/2022	4/1/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td>10,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	10,000,000	AGGREGATE	\$	10,000,000		\$													
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AGGREGATE	\$	10,000,000																									
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ☒ N / A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		UB-0S768156	4/1/2022	4/1/2023	<table><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
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E.L. DISEASE - POLICY LIMIT	\$	1,000,000																									
B	Professional Liab.		107562058	12/19/2021	12/19/2022	<table><tr><td>Per Claim/Aggregate</td><td></td><td>1,000,000</td></tr></table>	Per Claim/Aggregate		1,000,000																		
Per Claim/Aggregate		1,000,000																									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER EVIDENCE OF COVERAGE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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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: November 1, 2022

Subject: Intent to Bid - RFP 2022-27 Miscellaneous Crafts & Trades

Commission Goal: Quality of Life - Other

Introduction

This item provides public notice of the City's intent to advertise and issue RFP No. 2022-27 for miscellaneous crafts and trades services (as needed). The RFP document is attached.

Background

The scope of services included in the new RFP is as follows: carpentry (rough and finished carpentry, including repair, installation and light demolition), docks/decking (repair, renovation, pile driving), plumbing (repair and installation of piping and plumbing fixtures), HVAC (repair and installation), electrical (installation, repair and maintenance), painting/waterproofing (painting interior/exterior), flooring (carpet, tile and wood floor repair and installation), roofing (repair and installation), overhead door/electric gates (repair and installation) fire suppression systems (repair, maintenance, and inspections), fencing (repair and installation) elevators and wheelchair lifts (inspections service and repairs) fire alarm monitoring (equipment monitoring and repairs) event services (various equipment rental, setup, dismantle, and delivery) audio/visual and theatrical (service repair and installation), pool/splash pad maintenance (proper chemical balance and pump repairs), and pest control (treatment and prevention). The Contractor shall provide all the labor, materials and tools required to satisfactorily complete the Work.

Discussion

The RFP will be advertised beginning November 6, 2022, with the RFP opening being held on December 8, 2022. Upon selection of the new vendors and approval by the City Commission, a new agreement will be executed with the selected firms.

Budget Impact

The eventual RFP award will reflect the vendor pricing for the desired scope of services. Sufficient funds are in the General Fund operating and Facilities Renewal and Replacement budgets to perform these services.

Citizen Impact

In having a miscellaneous crafts & trades services contract in place, the City has the ability to provide much needed repairs and improvements in a timely manner and at a more competitive price, both of which are important to citizens.

Recommendation

It is staff's intent to proceed with the advertisement of the RFP 2022-27 for miscellaneous crafts and trades services, as needed, on November 6, 2022, unless otherwise directed by the City Commission.

Attachments:

- 2022-27 Project Manual (002) (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/7/2022


Claire Whitley, Assistant City Manager 10/24/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/26/2022



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Miscellaneous Crafts and Trades Services (As Needed)

RFP NUMBER: 2022-27

RFP OPENING DATE & TIME: December 8, 2022 2:00PM

RFP OPENING LOCATION: City Hall Training Room (breezeway)

PRE-SUBMITTAL MEETING: For pest control services only - November 28th, meeting in the Training Room (breezeway) at City Hall, 22 South Beach St., Ormond Beach. At 9:00 AM. Site Visits to follow. Prospective bidders are urged to attend.

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

FAX NUMBER: _____

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the **Purchasing Office, City Hall, 22 South Beach Street, Room 101, Ormond Beach FL 32174**, on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be considered. No Submittal may be

modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City 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 the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)676-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSAL
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)**

STATEMENT OF PURPOSE:

The City of Ormond Beach, Florida, is soliciting proposals and intends to select one or more qualified contractors interested in performing repair and renovation services at City facilities on a time and materials basis. It is the intent of the City to enter in to a contractual agreement (or agreements) with crafts and trades contractors to do work on an “as needed” basis. The contract(s) will be for miscellaneous short-term projects requiring services relative to the following fields of work: carpentry; plumbing; HVAC; flooring; roofing; electrical; painting/waterproofing; overhead door; electric gates; fire suppression equipment; fencing; docks/decking; elevator inspections and repairs, including wheelchair lifts; fire alarm monitoring; event services; audio/visual & theatrical equipment; pool/splash pad maintenance; and pest control. Contractors may submit quotations for one, more than one, or all of the aforementioned fields of work.

AWARD OF CONTRACT:

The City of Ormond Beach reserves the right to award one or more, all-inclusive contracts or to award multiple, field-of-work specific contracts, whichever is in the best interest of the City. However, it is anticipated that multiple awards will be made. The City seeks to accept the most responsive, responsible proposal(s), thus allowing City departments to choose the contractor(s) that best meets their requirements based on factors including, but not limited to, price, availability, and experience.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of one (1) year. The Contract shall be automatically renewed for one (1) year periods unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Contract expiration date not to exceed four (4), additional one year terms.

SUBMITTAL INSTRUCTIONS:

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 101, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

GENERAL INSTRUCTIONS:

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks.

Quantities: The services listed in this RFP will be ordered on an "AS NEEDED" basis by the City of Ormond Beach. No firm statement of quantity, totally or individually, can be made. Any quantity listed herein is an "estimated quantity" and does not bind the City to issue any work orders under the terms of this RFP or resulting contract. The City does not know how often services will be required during the life of the contract however, a yearly expenditure of approximately \$900,000 for miscellaneous crafts and trades services is anticipated. That amount is an estimate of the combined yearly expenditure for all fields of work and may increase or decrease due to unknowable circumstances. For the duration of the agreement, the City reserves the right to purchase more than or less than any amounts listed herein, depending entirely upon the City's needs.

Response Time: Contractor shall be able to start all non-emergency projects within five (5) working days of authorization from the City. The Contractor shall complete each non-emergency job within the time specified in their project estimate. Contractor shall respond to calls for emergency service within four (4) hours after notification from the City. For the purpose of this proposal, an "emergency" is defined as any conditions which is a threat to the health, welfare or safety of people and/or property or a condition that will adversely affect an essential public service, as determined solely by the City.
Contractor shall provide a twenty-four hour call answering services.

Work Standards: All work shall be performed according to the standards of the industry and to the complete satisfaction of the City. All work shall conform fully with the

City of Ormond Beach Code of Ordinances. Contractor shall be licensed by the State of Florida and registered by the City. All contractors and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA) standards, State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also Contractor (and subcontractors) shall be held totally responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Material and Parts: All materials and parts to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the City of Ormond Beach. All equipment, material and parts that the City desires to salvage shall be removed and stored in an area selected by the City.

Warranty: All work performed by the Contractor, under this Contract, shall be warranted by the Contractor to be free from defects for a period of not less than one (1) year. The contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the contract documents. The Contractor shall bear the cost of correcting such rejected work. Recurring problems, which the City determines to be directly attributable to the work of the Contractor, shall be remedied by the Contractor, at no additional expense to the City. All parts, materials and equipment installed by the Contractor shall be new and shall have full manufacturer's warranty in place, said warranties being fully transferable to the City. Any damages to City property caused by the Contractor's personnel while performing work under this contract shall be fully repaired at the Contractor's expense.

Charges: Billable hours paid under this contract shall be only for productive hours at the job site or for work performed at the Contractor's shop. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is to be considered Contractor's overhead and shall be included in the hourly rates quoted for labor or services.

Regular service calls shall be made available between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City recognized holidays. Work requested outside of these times shall be considered "after hours" service and may be charged at the rates specified in the proposal.

Invoices for materials and/or equipment supplied and installed by the Contractor shall show Contractor's actual cost, including any and all discounts offered by their supplier, plus the agreed upon percentage markup. Material and equipment prices are subject to verification. **The City reserves the right to furnish the necessary materials or equipment, and may do so when deemed to be in its best interest of the City.**

Annual Rate Adjustment: Following the first full year of the contract, and if the contract is allowed to automatically renew, the Contractor's rates may be adjusted annually for changes in the cost of doing business. Requests for adjustments shall be made, in writing, to the City's Facilities Maintenance Contract Manager, no later than June

1, of each contract year. The rate adjustment may reflect up to the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Consumers, as published by the U. S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1 – June 30 period. **The maximum increase for any annual period shall be four percent (4%), which will only apply to the future year.** Increases will not be retroactive. The adjusted rate, if approved, shall take effect on October 1, of the year in which approved. If the parties cannot agree to such an adjustment, either party may terminate this Agreement sixty (60) days from the receipt of a written notice of termination.

Estimates: Contractor shall provide written "not-to-exceed" or "firm fixed-price" estimates on all work that is likely to exceed five hundred dollars (\$500), except for emergency calls. This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion. Contractor shall verbally respond to requests for estimates for non-emergency work within two (2) business days of the request, and provide written estimates within three (3) business days thereafter. It shall be the Contractor's responsibility to ensure they have all the information necessary to prepare fair and accurate estimates.

Competitive Price: It is the City's intent to get the best quality work at a competitive price. If, in the City's opinion, an estimate seems unreasonable, the City will inform the Contractor. If an agreement on a competitive price cannot be reached, the City may elect to use another contractor to perform the work.

Purchase Orders: Work exceeding City of Ormond Beach purchasing threshold will be authorized through a City purchase order. Purchase orders issued pursuant to the pending work will include only the cost of labor, materials and parts as noted in the Price Schedule.

Large Projects: No single project estimated to cost over \$25,000 will be performed under the terms of this contractual agreement. The City will solicit sealed bids for projects estimated to exceed \$24,999 in total cost, and will award the work to the Contractor submitting the lowest responsive and responsible bid.

Workmanship And Inspection: All work under the resulting contract shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Contractor to remove any Contractor employee from the work that the City desires. Further, the City may, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the Contractor from any responsibility regarding defective parts, equipment or service.

Unsatisfactory Work: In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the City and shall correct the work at no additional cost to the City. All emergency work shall be corrected immediately. Non-emergency work shall be corrected within twenty-four (24) hours of notification.

Clean-Up: The Contractor shall be responsible for removing all debris from the site and cleaning affected areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by the City's representative, shall remove such debris and materials from the property. The Contractor shall leave all affected areas as they were prior to beginning work.

Protection Of Property: The Contractor shall make necessary repairs to in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the City. If damage caused by the Contractor has to be repaired or replaced by the City, the cost of such work shall be deducted from the monies due the Contractor.

Protection Of Materials: It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment. The Contractor shall obtain the permission of the City's representative regarding any needed storage of materials, parts and equipment. Such storage shall be done in such a manner as not to interfere with the City's daily operations. Contractor shall be held reasonable for any and all accidents caused by negligence from this source. The City does not accept responsibility for losses of material or equipment regardless of approval to store in any of the using institution's facilities or grounds.

Employees Of The Contractor: No one, except authorized employees of the Contractor, are allowed on job premises. Contractor's employees are NOT to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor. At the City's option, security screenings of all Contractor employees performing work may be required.

CITY'S RESPONSIBILITIES:

The City's Facilities Maintenance Contract Manager (or his designee) shall be responsible for:

- Instructing the Contractor of the scope of work and of the materials and parts which may be needed, when applicable.
- Approving a record of time and materials used for the job and state on the work ticket that they have inspected and accepted the work performed and the date.
- In the event that overtime rates are required to complete the work, prior approval shall be obtained from the City's representative.
- Processing invoices for labor, materials and parts supplied and installed by the Contractor in a timely manner. Invoices shall show Contractor's actual cost of materials and parts (including any and all discounts offered by their supplier) plus the agreed upon percentage markup. Material and parts prices are subject to

verification. The City reserves the right to furnish the necessary materials and parts, and may do so when deemed to be in its best interest of the City.

Payment: Payment will be made only after satisfactory completion of the work. Invoices approved by the Facilities Maintenance Contract Manager (or his designee) will be paid by the City within thirty (30) days, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices, along with signed work report recording time and material for each job performed to the City's Facilities Maintenance Contract Manager or, Leisure Services Department, 501 N. Orchard Street, Ormond Beach, FL 32174. When billing by monthly statement, submit statements directly to the Accounts Payable office, Ormond Beach City Hall, 22 S. Beach Street, Ormond Beach FL 32174.

Evaluation Criteria: Proposals will be evaluated based on the following criteria:

- Contractor's Price. (50pts)
- Contractor's years of experience in the field. (20pts)
- Contractor's ability to meet all licensing and risk management requirements. (10pts)
- Contractor's references and past experiences. (20pts)

CONTRACTOR'S RESPONSIBILITIES:

Contractor's Qualifications: By responding to this Request for Proposal, the Contractor warrants and represents itself to be experienced and an expert in the field of service(s) contemplated. Contractor further understands that in awarding an agreement, the City of Ormond Beach is relying upon the representations and warranties of the Contractor(s) herein contained.

Contractors are required to be "certified contractors", licensed and insured in the State of Florida. Respondents shall accompany their proposal with a current copy of their contractor's license and insurance.

In addition to the above, each Contractor is required to submit the following information:

- A statement showing that the Contractor can meet all **licensing and risk management requirements** and has the experience, ability and equipment to perform the work described herein, and has been actively and regularly engaged in the business, performing the type of work described herein, for a minimum of five (5) years. Submit copies of current licenses and insurance.
- A list of **satisfactory references** for at least three (3) similar projects or work of a similar nature. For each reference, include the name and location of the project or work; the name, address, telephone and fax number of the project manager or authorized contact person; and a brief description of the work.

Proposals received without the requested information may be considered non-responsive.

Contractor General Supervision: Daily, the Contractor shall visit the work site to ensure that the services are being accomplished correctly and safely, and that the progress being made is sufficient to meet the project schedule. Based on the daily site visit, the Contractor shall work jointly and cooperatively to resolve project quality and scheduling problems with the City's Facilities Maintenance Contract Manager (or his designee). The cost of Contractor's general supervision shall be an element of the Contractor's overhead burden in the applicable hourly labor rates.

Working Supervisor Defined: The Working supervisor shall have the ability to plan, organize, direct, and prioritize the work of the Contractor's personnel and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances, regulations, recordkeeping and reporting duties. Typical responsibilities of a Working supervisor shall include, but not be limited to, the following:

- Visits construction sites to determine equipment and materials needs and provides this information to the City's Facilities Maintenance Contract Manager (or his designee);
- Evaluates progress of work for completeness, accuracy and conformance with standards, blueprints, schematic diagrams and other specifications;
- Prepares and approves work proposals, time cards and work schedules;
- Implements and monitors established construction safety policies, procedures and regulations;
- Provides technical assistance to workers in the area of specialty;
- Reviews and resolves project quality, scheduling and progress problems;
- Determines when projects are ready for final inspection;
- Ensures projects are secured, safe, and provides a minimum of inconvenience during nonworking periods and during emergencies;
- Working supervisors shall be required to perform in both a supervisory and lead worker capacity, allocating such time to both tasks as required.

Personnel: All Contractor personnel providing services to the City under the terms of this contract shall be full-time, permanent employees of the contracted company only, **unless** express written permission to use temporary employees or to subcontract a portion of the work is provided to and authorized by the City's Facilities Maintenance Contract Manager (or his designee). The Contractor(s) shall only use tradesmen 18 years or older, who have not been convicted of a felony or first-degree misdemeanor.

Personnel Classifications: The following minimum personnel qualifications shall apply to any and all labor provided under the pending contract and shall form the basis for development of individual rates in the Price Schedule.

1. JOURNEYMAN shall have a minimum of five (5) years of experience.

2. APPRENTICE shall have a minimum of two (2) years' experience working directly with a Journeyman.
3. HELPER shall have a minimum of one (1) year experience working directly with a Journeyman.
4. WORKING SUPERVISOR shall be qualified as a Journeyman and have a minimum of five (5) years' experience, including two (2) years in a supervisory or leadership capacity.

NOTE: For those crafts and trades without formal Journeyman and Apprentice ratings, personnel designated under this contract shall possess an equivalent number of years of experience and degree of proficiency equivalent to accepted Journeyman, Apprentice and Helper standards.

Personnel Conduct: All individuals performing services under this contract shall adhere to City of Ormond Beach rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any City sites. Additionally, all individuals will adhere to and comply with the requirements as generally set forth in the terms and conditions of this RFQ.

Contractor shall notify City personnel and follow customary check-in procedures when they are physically on-site at any City facility. All Contractor personnel are required wear clothing identifying Contractor by either name or logo, and to have in possession and present upon request, by City personnel, a form of picture identification (i.e.- drivers license, ID card). Failure of Contractor's personnel to adhere to City rules and regulations described herein will result in removal of the individual(s) from the job site.

Work Proposals: Prior to performance of any work, the Contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by the City's Facilities Maintenance Contract Manager (or his designee). Failure to do this shall not excuse the Contractor from performing the work in strict accordance with the terms of the contract documents. Further, if the Contractor, in the course of site inspection or during performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform the City's Facilities maintenance Manager (or his designee). Any work done after such discovery, without authorization, will be done at the Contractor's risk.

Based on the site examination, the Contractor shall submit a written work proposal detailing the required personnel classification(s), the number of hours and appropriate hourly rate (as indicated on the Price Schedule). Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. The Contractor will provide his own hand tools, including powered hand tools. The proposal shall be either for a "not-to-

exceed" or "firm fixed-price" amount, based on the scope of the work to be performed and as directed by the City's Facilities Maintenance Contract Manager (or his designee). The City reserves the right to accept or reject the requirements of the written work proposal before the commencement of activities by the Contractor.

If the proposal is for a "not-to-exceed" amount, the Contractor will not exceed the proposed number of hours accepted by the City without prior authorization from the City's Facilities Maintenance Contract Manager (or his designee).

If the proposal is for a "firm fixed-price" amount, the Contractor will perform the work authorized for the price proposed, regardless of the final cost incurred by the Contractor, unless a change order is authorized and successfully negotiated in advance between the City and Contractor for out-of-scope work. The Contractor shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

Permits: Contractor is responsible for pulling all applicable permits and scheduling applicable inspections with the City's Building Inspections Office.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS:

The Contractor, including any Sub-Contractor's, shall be **registered** to do business in the City of Ormond Beach and shall provide proof of, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance and Service Bond** as specified in the attachment marked as: **Exhibit "A", Requirements of the City of Ormond Beach**, shall be incorporated in and made part of the contract documents.

SCOPE OF SERVICES:

The work will be performed on an "as-needed" basis. The work covered by this contract consists of repair, installation and/or renovation services, including, but not limited to:

- **carpentry** (rough and finished carpentry, including repair, installation and light demolition),
- **plumbing** (repair and installation of piping and plumbing fixtures),
- **HVAC** (repair and installation),
- **flooring** (carpet, tile and wood floor repair and installation),
- **roofing** (repair and installation),
- **electrical** (installation, repair and maintenance),
- **painting / waterproofing** (painting interior/exterior),
- **overhead door** (repair and installation)
- **electric gates** (repair and installation)
- **fire suppression systems** (repair, maintenance, and inspections),
- **fencing** (repair and installation)
- **docks/decking** (repair, renovation, pile driving),
- **elevators and wheelchair lifts** (inspections service and repairs)
- **fire alarm monitoring** (equipment monitoring and repairs)

- **event services** (various equipment rental, setup, dismantle and delivery)
- **purchase of audio/visual and theatrical** (service repair and installation),
- **splash pad/pool maintenance**
- **pest control** (treatment and prevention). The Contractor shall provide all the labor, materials and tools required to satisfactorily complete the Work.

The scope of each specific project will be identified by the City's Facilities Maintenance Contract Manager (or his designee) with sufficient detail to enable the Contractor to fully understand the scope of the work. A meeting with the Facilities Maintenance Contract Manager (or his designee) regarding the work may be held to further clarify all aspects of the project. If the work will exceed the current purchasing threshold, the Contractor will provide the City with the estimated cost for accomplishing the work, based on the labor, materials and parts rates as established in the contract agreement, and a **written project schedule**. This price and schedule will be reviewed by the City and if further negotiations are necessary, they will be conducted by the Facilities Maintenance Contract Manager (or his designee) with the Contractor. Once an agreement for the work has been established, the City will issue a Purchase Order to the Contractor. Small projects, not exceeding the city's purchasing threshold in total cost, can be verbally authorized by the City's Facilities Maintenance Contract Manager (or his designee). Inspection and contract administration for the projects will be performed by the City.

CONTRACTOR'S PROPOSAL:

Pursuant to the City of Ormond Beach's Request for Proposal (RFP No. 2022-27) including the Scope of Services and all terms, conditions, provisions and exhibits contained therein, the undersigned Contractor hereby proposes to do all the work and furnish all superintendence, labor, machinery, equipment, tools, materials and parts necessary to perform and complete the work upon which he quotes, as detailed and set forth in this RFQ and binds himself, upon the City's acceptance of his proposal, to execute a contractual agreement with the City for performing and completing the said work within the required time, and furnish all guarantees, for the prices stated in the following Price Schedule for this **Miscellaneous Crafts and Trades Services (As-Needed)** project. It is understood that any quantities of work referenced in this RFP are only approximate and are subject to increase or decrease and the undersigned Contractor offers to do the work at the unit price(s) stated in the Price Schedule regardless of any actual quantities ordered.

Inquiries:

Questions relating to this solicitation should be directed to the City's Purchasing Coordinator, Rob Hart, City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida 32174; Facsimile 386-676-3374; e-mail: rob.hart@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via DemandStar.com. In order to give a timely response, questions will only be responded to prior to **seven (7) business days prior to due date**. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents

and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

Contractors may submit proposals for one, more than one, or all of the following fields of work.

Please indicate which Craft(s)/Trade(s) in submittal:

Craft / Trade	Complete Corresponding Page Number(s) along with all other RFP forms	Check here
Carpentry	Page 18	
Plumbing	Page 19	
HVAC	Page 20	
Flooring	Page 21	
Roofing	Page 22	
Electrical	Page 23	
Painting/Waterproofing	Pages 24-25	
Overhead Door	Page 26	
Electric Gates	Page 27	
Fire Suppression	Page 28	
Fencing	Page 29	
Docks/Decking	Page 30	
Elevator Inspections/Repairs	Page 31	
Fire Alarm Monitoring	Page 32	
Event Services	Page 33	
Purchase/Installation of A/V equipment	Page 34	
Splash pad/pool maintenance	Page 35	
Pest control	Pages 36-37	

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)

Proposing Firm: _____

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
CARPENTRY		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. Contractor will provide a **written project schedule** detailing number of hours, materials/parts any upcharge or discount prior to commencement of any work under any agreement resulting from this RFP.

Comments and/or explanation of other charges not included in the above: _____

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)

Proposing Firm: _____

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
PLUMBING		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. Contractor will provide a **written project schedule** detailing number of hours, materials/parts any upcharge or discount prior to commencement of any work under any agreement resulting from this RFP.

Comments and/or explanation of other charges not included in the above: _____

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)

Proposing Firm: _____

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
HVAC		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Refrigerant (Cost plus %)	_____ %
4.	Replacement Units (Cost plus %)	_____ %
5.	Rental Equipment (Cost plus %)	_____ %
6.	Journeyman or equivalent (regular time)	\$ _____ /per hour
7.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
8.	Apprentice or equivalent (regular time)	\$ _____ /per hour
9.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
10.	Helper or equivalent (regular time)	\$ _____ /per hour
11.	Helper or equivalent (after hours time)	\$ _____ /per hour
12.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
13.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
14.	Refuse Removed from Site	\$ _____ /per hour

Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. Contractor will provide a **written project schedule** detailing number of hours, materials/parts any upcharge or discount prior to commencement of any work under any agreement resulting from this RFP.

Comments and/or explanation of other charges not included in the above: _____

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)

Proposing Firm: _____

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
FLOORING		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. Contractor will provide a **written project schedule** detailing number of hours, materials/parts any upcharge or discount prior to commencement of any work under any agreement resulting from this RFP.

Comments and/or explanation of other charges not included in the above: _____

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)

Proposing Firm: _____

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
ROOFING		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. Contractor will provide a **written project schedule** detailing number of hours, materials/parts any upcharge or discount prior to commencement of any work under any agreement resulting from this RFP.

Comments and/or explanation of other charges not included in the above: _____

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)

Proposing Firm: _____

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
ELECTRICAL		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour
13.	Bucket/Line Truck Rental 55 ft. (incl. one electrician)	\$ _____ /per hour
14.	Bucket/Line Truck Rental 80 ft. (incl. one electrician)	\$ _____ /per hour

Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. Contractor will provide a **written project schedule** detailing number of hours, materials/parts any upcharge or discount prior to commencement of any work under any agreement resulting from this RFP.

Comments and/or explanation of other charges not included in the above: _____

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)

Proposing Firm: _____

PAINTING/WATERPROOFING
PRICE SCHEDULE for Standard Projects

Item No	Description	unit price
1	Pressure Washing up to 3500psi @ 8 g.p.m.: This shall include masonry block walls, wood, metal beams and panels, roofs, concrete floors, walkway covers, stucco, and other related surfaces. Price shall be per square foot and be inclusive of any dirt, grease, mold or mildew. Detergents/Chemicals shall be approved by the City prior to use. Price per square foot shall be inclusive of all labor, materials, equipment, etc.	\$ _____ /per square foot
2	Sandblasting: This shall include masonry block walls, wood, metal beams, panels, roofs, concrete, walkway covers, stucco and other related surfaces. Price per square foot shall be inclusive of all labor, materials, equipment, etc.	\$ _____ /per square foot
3	Surface Preparation: This shall include scraping, sanding, covering all windows, boxes, hardware, floors, plants, filling small quarter size holes in drywall, walls, masonry blocks, wood, applying caulking to windows, trim, fascia and hair line cracks. Spot prime wood, metal, drywall, stucco, concrete block, bush and tree trimmings, etc. Price per square foot shall be inclusive of all labor, materials, equipment, etc.	\$ _____ /per square foot
4	Primer Coat: This shall include all primers. Solvent base, latex, surface conditioners, block fillers, sealers, blastomeric and epoxies. The application method shall be: roller, brush or spray. Price per square foot shall be inclusive of all labor, materials, equipment, etc. Name of Manufacturer: _____	\$ _____ /per square foot
5	Finish Coat: This shall include all finishes. Solvents base, latex base, epoxies, lacquers, oils and polyurethanes. The applications shall be: roller, brush or spray. (Number or required coats: 2) Price per square foot shall be inclusive of all labor, materials, equipment, etc. Name of Manufacturer: _____	\$ _____ /per square foot

6	Trim Work and Window Frames - Up to 4" in Width: This shall include all preparations and finishes. This shall include soffit, decorative moldings, etc, (Number of required coats: 2) Price per linear foot shall be inclusive of all labor, materials, equipment, etc.	\$ _____ /per linear foot
7	Trim Work and Window Frames - Over 4" in Width: This shall include all preparations and finishes. This shall include soffit, decorative moldings, etc, (Number of required coats: 2) Price per linear foot shall be inclusive of all labor, materials, equipment, etc.	\$ _____ /per linear foot

PAINTING/WATERPROOFING
PRICE SCHEDULE for Extraordinary Projects – including but not limited to stucco, sheetrock and plaster repairs

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. Contractor will provide a **written project schedule** detailing number of hours, materials/parts any upcharge or discount prior to commencement of any work under any agreement resulting from this RFP.

Comments and/or explanation of other charges not included in the above: _____

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)

Proposing Firm: _____

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
OVERHEAD DOOR		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. Contractor will provide a **written project schedule** detailing number of hours, materials/parts any upcharge or discount prior to commencement of any work under any agreement resulting from this RFP.

Comments and/or explanation of other charges not included in the above: _____

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)

Proposing Firm: _____

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
ELECTRIC GATES		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. Contractor will provide a **written project schedule** detailing number of hours, materials/parts any upcharge or discount prior to commencement of any work under any agreement resulting from this RFP.

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)**

Proposing Firm: _____

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
FIRE SUPPRESSION EQUIPMENT, INSPECTIONS, AND REPAIR.		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. Contractor will provide a **written project schedule** detailing number of hours, materials/parts any upcharge or discount prior to commencement of any work under any agreement resulting from this RFP.

Comments and/or explanation of other charges not included in the above: _____

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)

Proposing Firm: _____

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
FENCING		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. Contractor will provide a **written project schedule** detailing number of hours, materials/parts any upcharge or discount prior to commencement of any work under any agreement resulting from this RFP.

Comments and/or explanation of other charges not included in the above: _____

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)

Proposing Firm: _____

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
DOCKS/DECKING		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Pile Driving (Cost plus Material)	_____ %
4.	Rental Equipment (Cost plus %)	_____ %
5.	Journeyman or equivalent (regular time)	\$ _____ /per hour
6.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
7.	Apprentice or equivalent (regular time)	\$ _____ /per hour
8.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
9.	Helper or equivalent (regular time)	\$ _____ /per hour
10.	Helper or equivalent (after hours time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
12.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
13.	Refuse Removed from Site	\$ _____ /per hour

Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. Contractor will provide a **written project schedule** detailing number of hours, materials/parts any upcharge or discount prior to commencement of any work under any agreement resulting from this RFP.

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)**

Proposing Firm: _____

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
ELEVATOR INSPECTIONS AND REPAIRS SERVICES, INCLUDING WHEELCHAIR LIFTS		
1.	Materials and Parts costing \$0-\$100 (percent above Contractor's cost)	_____ %
2.	Materials and Parts costing over \$100 (percent above Contractor's cost)	_____ %
3.	Inspections/Testing (non-urgent service call)	\$ _____ /per hour
3.	Repairs/Labor (non-urgent service call)	\$ _____ /per hour
4.	Repairs/Labor (urgent service call)	\$ _____ /per hour
5.	Repairs/Labor (emergency service call)	\$ _____ /per hour
6.	Repairs/Labor (after hours service call)	\$ _____ /per hour

Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. Contractor will provide a **written project schedule** detailing number of hours, materials/parts any upcharge or discount prior to commencement of any work under any agreement resulting from this RFP.

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)**

Proposing Firm: _____

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
FIRE ALARM MONTIORING SERVICES		
1.	Materials and Parts costing \$0-\$100 (percent above Contractor's cost)	_____ %
2.	Materials and Parts costing over \$100 (percent above Contractor's cost)	_____ %
3.	Labor (non-urgent service call)	\$ _____ /per hour
4.	Labor (urgent service call)	\$ _____ /per hour
5.	Labor (emergency service call)	\$ _____ /per hour
6.	Labor (after hours service call)	\$ _____ /per hour

Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. Contractor will provide a **written project schedule** detailing number of hours, materials/parts any upcharge or discount prior to commencement of any work under any agreement resulting from this RFP.

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)**

Proposing Firm: _____

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
	EVENT SERVICES	

1	Rental of Audio/Visual equipment and cables* (percentage off publicly available published price)	%
2	Rental of tables, chairs, linens* (percentage off publicly available published price)	%
3	Rental of tents, event staging, fences, etc.* (percentage off publicly available published price)	%
4	Rental of lighting systems, control boards etc.* (percentage off publicly available published price)	%
5	Labor to set-up, operate and dismantle (standard rate 8:00 AM – 5:00 PM weekdays)	/ per hour
6	Labor to set-up, operate and dismantle (after hours, weekend, holidays)	/ per hour
7	Delivery and Pickup Fee (to any location within city limits)	

***Any Work Proposal submitted as result of an executed agreement from this RFP must have publicly available rental rates (website, catalog, etc.) to verify rental discount being received by the city. Please indicate website where prices can be found here: _____ or include catalog displaying of rental prices with submittal.**

Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. Contractor will provide a **written project schedule** detailing number of hours, materials/parts any upcharge or discount prior to commencement of any work under any agreement resulting from this RFP.

Comments and/or explanation of other charges not included in the above: _____

REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)

Proposing Firm: _____

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
	PURCHASE & INSTALLATION OF AUDIO/VISUAL & THEATRICAL EQUIPMENT AND SERVICES	
1.	Materials and Parts costing \$0-\$100 (percent above Contractor's cost)	_____ %
2.	Materials and Parts costing over \$100 (percent above Contractor's cost)	_____ %
3.	Labor (non-urgent service call)	\$ _____ /per hour
4.	Labor (urgent service call)	\$ _____ /per hour
5.	Labor (emergency service call)	\$ _____ /per hour
6.	Labor (after hours service call)	\$ _____ /per hour

Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. Contractor will provide a **written project schedule** detailing number of hours, materials/parts any upcharge or discount prior to commencement of any work under any agreement resulting from this RFP.

Comments and/or explanation of other charges not included in the above: _____

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)**

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>Monthly</u>	<u>Annually</u>
1.	Andy Romano Beachfront Park Full service pool/splash pad maintenance, including, but not limited to, chemicals needed to test and balance water chemistry including pH, calcium, alkalinity, chlorine and stabilizer. Service to be 7 days per week. Splash pad is not in operation Dec. through Feb.		
2.	South Ormond Neighborhood Center Full service pool/splash pad maintenance, including, but not limited to, chemicals needed to test and balance water chemistry including pH, calcium, alkalinity, chlorine and stabilizer. Service to be 7 days per week. Splash pad is not in operation Dec. through Feb.		
3.	Labor (emergency service call)	\$	/per hour
4.	Labor (after hours service call)	\$	/per hour

Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. Contractor will provide a **written project schedule** detailing number of hours, materials/parts any upcharge or discount prior to commencement of any work under any agreement resulting from this RFP.

Comments and/or explanation of other charges not included in the above: _____

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)

Proposing Firm: _____

Pest Control Services

Location	Address	Quantity	U.O.M.	Unit Price	Annually
City Hall	22 South Beach Street	12	Monthly		
Ames House	173 South Beach Street	12	Monthly		
Ames House	173 South Beach Street	12	Monthly		
Ames Park	173 South Beach Street	12	Monthly		
Police Dept.	170 West Granada	12	Monthly		
P.A.L. House	194 Central Ave.	12	Monthly		
Fire Station # 91	364 South Atlantic Ave.	12	Monthly		
Fire Station # 92	189 South Nova Rd.	12	Monthly		
Fire Station # 93	300 Wilmette Ave.	12	Monthly		
Fire station # 94	2301 Airport Rd.	12	Monthly		
Public Works	501 North Orchard St.	12	Monthly		
Fleet Maint.	500 North Orchard St.	12	Monthly		
Performing Arts	399 North US1	12	Monthly		
Senior Center	351 Andrews Street	12	Monthly		
Casements	25 Riverside Drive	12	Monthly		
Nova Gymnastics	400 North Nova Rd.	12	Monthly		
Bailey Riverbridge	1 North Beach Street	12	Monthly		
Memorial Art	78 East Granada Blvd.	12	Monthly		
O.B.Tennis Center	38 East Granada Blvd.	12	Monthly		
Shuffleboard	700 Hull Rd.	12	Monthly		
Nova Gym.	442 North Nova Rd.	12	Monthly		
Nova Tennis	440 North Nova Rd.	12	Monthly		
Nova Concession	440 North Nova Rd.	12	Monthly		
Nova East Field	401 North Nova Rd.	12	Monthly		
S.O.N.C.	176 Division Ave.	12	Monthly		
Airport tower	725 Hull Rd.	12	Monthly		
Airport Sports Office	700 Hull Rd.	12	Monthly		

Airport Sports Baseball Bldg..	700 Hull Rd.	12	Monthly		
Airport Sports Softball quad	700 Hull Rd.	12	Monthly		
Airport Sports Soccer Concession	700 Hull Rd.	12	Monthly		
Airport Sports Soccer Clubhouse	700 Hull Rd.	12	Monthly		
W.T.P. admin.	301 Jefferson Street	12	Monthly		
W.W.T.P. Admin.	550 North Orchard	12	Monthly		
Bait house	1 South Beach Street	12	Monthly		
Casen Park	1 South Beach Street	12	Monthly		
Fortunato Park	2 John Anderson Rd.	12	Monthly		
Central Park 1	601 Fleming Ave.	12	Monthly		
Central Park 2	601 Hammock Lane	12	Monthly		
Sanchez Park	329 Sanchez Ave.	12	Monthly		
Andy Romano Park	839 South Atlantic Ave.	12	Monthly		
Environmental Discovery Center	601 Division Ave.	12	Monthly		
Airport Sports Pride Restrooms	700 Hull Rd.	12	Monthly		
Airport Sports Soccer concession	700 Hull Rd.	12	Monthly		
Airport Sports Soccer Meeting room	700 Hull Rd.	12	Monthly		
Championship field restrooms	700 Hull Rd.	12	Monthly		
Nova Skate Park	440 North Nova Rd.	12	Monthly		

Cost per rodent box (various locations as requested) \$ _____

Cost for monthly monitoring per rodent box \$ _____

- **A date to inspect facilities for pest control services is set for November 28th, meeting in the Training Room (breezeway) at City Hall, 22 South Beach St., Ormond Beach. At 9:00 AM. Prospective bidders are urged to attend.**

**City of Ormond Beach
Request for Proposals (RFP)
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022 -27)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 101
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[] The undersigned firm has had no litigation on any project in the last five (5) years.

[] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

SIGNER'S NAME (PRINT OR TYPE)

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)**

**CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION**

IDENTICAL OR “TIE” SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Company Name

Authorized Signature

Print Name

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-27)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDOR'S doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and

Performance Bond for any Contract which is for \$25,000.00 or less.

- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
- 3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
- 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
- 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
- 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
- 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
- 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
- 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
- 10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
 \$100,000 Each Employee Bodily Injury by Disease
 \$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of

the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.



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: November 1, 2022

Subject: Auto Renewal Contract - Golden Eagle Associates

Commission Goal: Quality of Life - Other

Introduction

This is notification of staff's intent to allow the Golden Eagle Associates, Inc. agreement to automatically renew for one (1) additional year.

Background

In March 2013, the City Commission authorized, through Resolution No. 2013-59, the execution of an agreement with Golden Eagle Associates, Inc., for concession services at Andy Romano Beachfront Park. The contract states that the agreement will be automatically renewed for additional 1 year periods, unless either party provides at least 90 days prior written notice to the other party, of their intent not to renew the agreement. This renewal will be the eighth automatic renewal of this agreement.

Discussion

Golden Eagle Associates, Inc. has continually provided satisfactory concession services at Andy Romano Beachfront Park for the City of Ormond Beach and it is staff's intent to automatically renew their contract for 1 additional year, effective March 20, 2023.

Citizen Impact

The auto-renewal of this concession contract for Andy Romano Beachfront Park will ensure that concessions are provided in a consistent and professional manner. The vendor has successfully provided excellent customer service for the community since the inception of this agreement.

Budget Impact

The auto-renewal of the agreement does not impact the budget.

Recommendation

Staff's intent is to automatically renew the Golden Eagle Associates, Inc. contract for an additional one-year period, effective March 20, 2023 unless otherwise directed by the City Commission.

Attachments:

- Golden Eagle Agreement (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/24/2022


Claire Whitley, Assistant City Manager 10/24/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/26/2022

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Golden Eagle Associates, Inc., individually and d/b/a Rita's Ices** ("Contractor"), 212 Cessna Blvd., Unit 7, Port Orange, FL 32128, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated January 16, 2013, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year and may be automatically renewed for additional one (1) year periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.
3. **Consideration.** Contractor shall pay to the City an Annual Guarantee and an Annual Percentage Fee as set forth on Exhibit "A".
4. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
5. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
6. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
7. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

8. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
 Joyce Shanahan, City Manager
 (copy to City Attorney)
 22 South Beach Street
 Ormond Beach, FL 32174

Golden Eagle Associates, Inc.
 Roy Savoca, President
 212 Cessna Blvd., Unit 7
 Port Orange, FL 32128

9. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
10. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
11. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
12. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
13. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
14. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
15. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 14 above. Such payment on behalf of the City shall

be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

16. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

17. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products &

	Completed Operations Fire Damage (any one fire)
	\$ 50,000
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

*NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

18. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies

shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on all policies of insurance and certificates thereof.

19. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
20. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 19th day of March, 2013.

Witnesses:

CITY OF ORMOND BEACH

[Signature]
Print Name: Louis Toway

By: [Signature]
ED KELLEY
Mayor

[Signature]
Print Name: Colby Cileto

By: [Signature]
JOYCE SHANAHAN
City Manager

DATED this 21st day of March, 2013.

Witnesses:

GOLDEN EAGLE ASSOCIATES, INC.

[Signature]
Print Name: Colby Cileto

By: [Signature]
Print Name: ROY SAVOCCA
Title: President

Print Name: _____

Attest: _____
Print Name: _____
Title: _____

EXHIBIT "A"



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Ormond Beach's Andy Romano Beachfront Park Concession

RFP NUMBER: 2013-03

RFP OPENING DATE & TIME: December 12, 2012 – 3:00pm

RFP OPENING LOCATION: 2nd Floor Conference Room, City Hall, 22 South Beach Street

PRE-SUBMITTAL MEETING: N/A

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Golden Eagle Associates, Inc.

PROPOSER'S MAILING ADDRESS: 212 Cessna Blvd. Unit 7

CITY-STATE-ZIP: Port Orange, FL 32128

F.E.I.N.: 20-8092543

PHONE NUMBER: (386) 682-2111 FAX NUMBER: N/A

If returning as a "No Submittal", please state reason (s):

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X

Roy Savoca
AUTHORIZED SIGNATURE (MANUAL)

Roy Savoca

NAME (TYPED)

President

TITLE

January 16, 2013

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of Onvia DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than Onvia DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost

and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals to provide concession services for the City of Ormond Beach's Andy Romano Beachfront Park (OBARBFPP) as more particularly set forth in this RFP. The concession stand consists of a single-window service counter and a total operating space of 19'8"x 17'8" equipped with triple wash sink, and a power supply consistent with running coolers, ice machines, etc. The successful Respondent or Respondents will demonstrate the ability to provide a safe, consistent and reliable delivery system for the specified goods and services that will:

1. Maximize the public's use and enjoyment of the park;
2. Encourage tourism;
3. Provide an accurate and verifiable system to account for all revenue collected;
4. Provide an accurate and verifiable system to determine the dates and times of operation;
5. Adequately compensate the City of Ormond Beach, as the trustee of the public's interest in Ormond Beach's Andy Romano Beachfront Park and to offset the City's costs of operating and maintaining the park.

II. SCOPE OF SERVICES

Concession Operations

- a) The successful respondent shall be responsible for reviewing and complying with all laws, regulations, and ordinances applicable to Concessionaires.
- b) The successful respondent shall provide all necessary equipment related to operating a successful concession business. *For Example:* coffee machines, refrigerators, ice machine, coolers, etc., are the sole responsibility of the contracted Concessionaire. The Concessionaire shall make any repairs caused by Concessionaire's negligence at Concessionaire's expense. Existing items within the designated concession stand will remain the City's throughout the duration of the contract. Equipment or replacement equipment desired by the Concessionaire will be acquired and installed at Concessionaire's expense. If any public agency having jurisdiction over such matters require safety or other improvements to any of the equipment used by the Concessionaire in their operations, Concessionaire shall be required to effect these improvements at their sole expense. Any desired modifications to existing concession stand must obtain prior approval by the Director of Leisure Services or his/her designee. All approved modifications become property of the City of Ormond Beach.
- c) The public's right shall not be infringed upon by an activity of the Concessionaire or any of its employees, agents, or subcontractors. The activities of the Concessionaire shall be such as to render service to the public in a dignified manner.

- d) The Concessionaire shall use no undue pressure, coercion or persuasion in an attempt to influence the public to use the services or products of the Concessionaire.
- e) Except as expressly permitted by the resulting contract, solicitation outside of the designated concession area is prohibited.
- f) The Concessionaire shall operate in a manner that will ensure the convenience and safety of the public.
- g) All employees, officers, agents, and subcontractors of the Concessionaire shall be neatly attired in uniforms that properly identify them as official City of Ormond Beach Concessionaire personnel.
- h) The design of such uniforms shall be subject to the prior approval of the City of Ormond Beach's Director of Leisure Services or his/her designee. All uniforms worn shall be maintained in a neat and clean manner.
- i) All employees, officers, agents, and subcontractors of the Concessionaire shall wear photo identification badges that will be furnished by and at the expense of the awarded Respondent.
- j) The City of Ormond Beach's Director of Leisure Services or his designee shall have the right to require any employee(s) of the Concessionaire to be permanently removed from the beach premises whenever it appears to be in the best interest of the City of Ormond Beach.
- k) The Concessionaire shall be required to participate in any food, beverage and product sponsorship agreements currently in place with the City of Ormond Beach or any which may be put in place during the term of the Contract.
- l) The Concessionaire shall offer quality products at competitive prices at least consistent with similar goods and services presently being offered locally in other local facilities.
- m) All pricing for all goods and services are to be posted and visible for all customers.
- n) The concessionaire will be responsible for the signing in and out of the mobility impaired chair (MIC) stored onsite. Please note there is no rental fee associated with the usage of the MIC. Procedures for usage of the MIC will be determined and approved by the Director of Leisure Service or his/her designee.

Maintenance

- a) The Concessionaire shall maintain all facilities and equipment in a clean and sanitary condition. All food and beverage facilities shall be in accordance with all applicable rules, ordinances and/or laws pertinent to the health authorities

of Volusia County, the Florida State Board of Health and any other health department having jurisdiction.

- b) The Concessionaire shall be responsible for maintaining a clean, safe and appealing environment in and around the concession area. The Concessionaire shall develop and adhere to a recycling program approved by the City of Ormond Beach.

Personnel and Experience of the Concessionaire

- a) All persons involved in concession activities are required to undergo a background check and drug test at the Concessionaire's expense. In addition, it is the Concessionaire's responsibility to insure all new hires, officers, and agents, are communicated to the City of Ormond Beach's Director of Leisure Services or his/her designee after completion of the background checks and drug testing. It is the responsibility of the successful Respondent to issue individual identification badges upon successful completion of the background check and drug test. No individual shall be permitted to work in the park without this identification. The City of Ormond Beach reserves the right to request random drug testing of all of the successful Respondent's personnel.
- b) The City of Ormond Beach includes a diverse population and the successful Respondent shall reflect this diversity by encouraging diversity in employment of concessions.
- c) The successful Respondent shall have documented experience in the applicable industry for the goods and services which will be managed. This documentation and references are a requirement and evaluation factor of this RFP.

Concession Fee

- A. As consideration for the City of Ormond Beach granting the concession privileges to the successful Respondent or Respondents, the Concessionaire shall pay to the City of Ormond Beach an Annual Guarantee *and* an Annual Percentage Fee, as follows:

Annual Guarantee:

For each lease year, or pro rata portion thereof, during the term of the Contract, the Concessionaire shall pay to the City of Ormond Beach, in twelve equal payments, monthly in advance, an Annual Guarantee as proposed by the Respondent, *and*

Annual Percentage Fee:

For each lease year during the term of the Contract, the Concessionaire shall pay to the City of Ormond Beach no later than May 15th, an Annual Percentage Fee proposed by the Respondent of the Gross Receipts reported on the previous year's Income Tax Return derived from the operation of the Beach Concession.

- B. The proposed Annual Guarantee and Annual Percentage Fee will be factors in the decision to award a Contract to the successful Respondent. The agreed upon Annual Guarantee and Annual Percentage Fee will increase annually by an amount proposed by

the Respondent, which will also be a factor in the decision to award a Contract. The annual increase of the Annual Guarantee and Annual Percentage Fee will take effect at the anniversary of each Contract term.

- C. This concession fee shall not be listed as a separate line item on any receipt provided to any customer or member of the public.

Reporting and Financials

- a) The successful Respondent shall ensure all concession venues are equipped with a cash register system with duplicate receipt capability.
- b) Concessionaire shall provide quarterly income statements and will be required to send these reports electronically to the City of Ormond Beach's Director of Leisure Services and City of Ormond Beach Finance Director.
- c) The City of Ormond Beach reserves the right to audit any financial documentation at anytime.
- d) Respondent shall include in the quarter report, days and time worked for the reporting month. This information shall be verifiable through the cash register system.

Menu Items

The successful Respondent is expected to serve quality pre-packaged food, drink and sundry items (example: ice cream, potato chips, crackers, canned/bottled sodas, water, suntan lotion, etc.) to meet the needs of the visiting public. Simple menu items should be offered at competitive prices. Alcoholic beverages are not permitted on the premises. Each proposer will be required to include a sample menu of products to be offered with a proposed price list corresponding to each product.

III. TERM OF AGREEMENT

The successful Respondent shall comply with all federal, state and local rules and regulations regarding food handling, operation of a concession business, and any other laws that would apply to operating a similar type of business. Special attention must be paid to the regulations outlined by the State of Florida, Department of Professional and Business Regulation, Division of Hotels and Restaurants.

The initial term of this agreement shall be for a period of one (1) year and will be automatically renewed for one year thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

IV. QUALIFICATIONS

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their proposal. All requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the Prequalification Criteria in order to be properly evaluated as listed herein. Proposers failing to meet these requirements shall be deemed non-responsive. The Proposer shall, at the time of

Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents.

- Must be a registered Concessionaire in Florida.
 - Must submit copy of license with proposal.
- Must complete all attached contract documents.
- Must submit a sample menu including all items and pricing.
- A schedule of operations must be submitted with proposal and any deviation from that schedule must be approved by the Leisure Services Director or his/her designee.
- Must submit a proposed schedule of hours of operation for the concession for Winter Season and Summer Season. This schedule of hours of operation shall be in the best interests of meeting the needs of the public and will be a factor in the decision to award a Contract to the successful Respondent.

The Concessionaire shall have proven successful and progressive leadership (three years in a like business) in offering to the public those services as outlined. References are required as per the defined Evaluation Criteria listed in this package and shall be submitted on the forms provided with the proposal. A minimum of three (3)/maximum of five (5) customer references should include name and address of agency, length of contract, contact name, telephone number, fax number and email address. A minimum of two (2)/maximum of three (3) supplier references are also required and should include the above information.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

1. A Submittal Letter signed by authorized agent of the firm with documentation, such as a Memorandum of Authority, that this individual is authorized to commit the firm to a Contract. Clearly state the name, title and contact information for the individual designated by the firm as contact point for any requests for additional information required by Volusia County.
2. A profile of the firm, including:
 - a. A brief history of the business.
 - b. Organizational structure of business.
 - c. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.).
 - d. Ownership interests.
 - e. Active business venues (counties, states, cities, etc.).
 - f. Present status and projected direction of business.
 - g. The overall qualifications of the business to provide the services requested.

- h. The qualifications of the firm's employees who will work on this contract.
 - i. Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida.
 - j. Federal Identification Number of firm.
3. Business Plan
- The business plan should include the approach to the project and vision of Beach concessions; it should include the following:
- Equipment and inspection plan
 - Training plan
 - Transition plan and timeline
 - Green initiatives.
4. References
- List at least three (3) recent references where the proposed services have been used within the past year.
5. Business Tax Receipt (BTR)
- To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.
6. Concessionaire Registration/License
- Respondent must provide proof of that they have properly registered as a Concessionaire in the State of Florida.
7. Menu:
- Respondent must provide a sample menu with the proposal.

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: chris.byle@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 3:00 p.m., December 12, 2012.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum.

Please direct written inquiries to:

Chris Byle
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
Chris.byle@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: The City must receive one (1) unbound original and three (3) bound copies of your submittal no later than the date and time specified above. Submit proposals to: Chris Byle, Purchasing Coordinator, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (30 points)

Price (30 points)

References (30 points)

Business Plan (10 points)

Responsive proposals will be ranked in each of the criteria

The City reserves the following rights:

Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible Proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposer(s) prior to selection.

Request that Proposer(s) furnish additional information as the City may reasonably require.

Process the selection of the successful Proposer without further discussion.

Accept or reject qualifications or proposals in part or whole.

Limit and/or determine the actual contract services to be included in a contract.

Engage outside experts to assist staff in evaluating the merits and viability of each Proposer.

Obtain information for use in evaluating submittals from any source.

Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of the City of Ormond Beach to do so.

The City shall be the sole judge of the proposer's qualifications.

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 –(386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

EXHIBIT A

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach's Andy Romano Beachfront Park Concession
(RFP No. 2013-03)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with

the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date
Dec. 6, 2012
Jan. 11, 2013

Addendum Number
Number 1
Number 2

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Golden Eagle Associates, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: FEIN 20-8092543

ADDRESS: 212 Cessna Blvd. Unit 7
Port Orange FL 32128

PHONE NO.: (386) 682-2111

FAX NO.: N/A

SUBMITTER'S NAME: Roy Savoca

(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I, Roy Savoca hereby
 (Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach's Andy Romano Beachfront Park Concession
(RFP No. 2013-03)**

CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☒ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Golden Eagle Associates, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Roy Savoca

NAME (PRINT OR TYPE)

President

TITLE

January 16, 2013

DATE

Golden Eagle Associates, Incorporated

In the spring of 2010 a dispute arose regarding a lease for space in the Pavilion in Port Orange. This resulted in a lawsuit against Golden Eagle Associates, Inc., Roy Savoca, and Kathy Savoca. In the spring of 2011 the dispute was resolved and the suit was dismissed with prejudice.

City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach's Andy Romano Beachfront Park Concession
(RFP No. 2013-03)

CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Golden Eagle Associates, Inc.

Company Name

Authorized Signature

Roy Savoca

Print Name

President

Title

**ADDENDUM NO. 1
TO RFP DOCUMENTS FOR**

**Ormond Beach's Andy Romano Beachfront Park Concession:
RFP NO. 2013-03**

December 6, 2012

TO: All Prospective Proposers

SUBJECT: Addendum NO. 1 to the Request for Proposals
Ormond Beach's Andy Romano Beachfront Park Concession
RFP No. 2013-03

This addendum is being issued to provide all prospective proposers with information on answers to questions and inquires to the proposal. **Please note the RFP Opening date has changed and is scheduled for January 18, 2013, at 3:00 p.m., in the Upstairs Conference Room, located at City Hall, 22 South Beach Street, Ormond Beach, Florida.**

In order to give a timely response, **additional questions pertaining to RFP No. 2013-03, Ormond Beach's Andy Romano Beachfront Park Concession will be received until 5 p.m. on January 9, 2013** with a final addendum to be issued shortly thereafter if needed.

1. **Question:** The question I have is in the Menu Items section (page 8), "The Successful Respondent is expected to serve quality pre-packaged food, drinks". Does this mean all foods served must be prepackaged and prepared of premises, no Fryer, no Griddle, and no Soda Fountain?

✓ *The City will consider all proposals whether for pre-package food, prepared food, or a combination of offerings. Microwave ovens, soda fountains, electric commercial hotdog rollers, and similar devices may be utilized. However, the facility is not equipped to facilitate onsite cooking.*

2. **Question:** Will there be beach access from the Park, and will there be signage outside the Park indicating this?

✓ *Yes, there will be beach access from the park. Signage will follow Volusia County standards of design and placement.*

3. **Question:** Will the City allow signage, i.e.: *Hershey's Ice Cream*, and would this signage be visible to travelers along A1A?

✓ *Removable signage will be located at concession window only. The sign will not be visible from A1A as current codes do not allow for this.*

4. Question: The description of the concession stand "consisting of" does not mention air conditioning. Will the building be air conditioned?

✓ Yes

5. Question: Along those lines, I did not see it mentioned who is responsible for utilities costs?

✓ The City of Ormond Beach will supply utilities for the concession stand operation.

6. Question: The bid states "adequately compensate the City of Ormond Beach to offset City costs of operating and maintaining the park". Does the City have an estimate of what those costs will be and, if you can, let me know what percent of those costs you expect to have the concession stand provide.

✓ The City does not have a specific expectation as to the revenue generated by the concession stand in relation to the total cost to operate and maintain the park. Each proposer will need to determine the amount of concession fees they are willing to pay based upon their expected gross margin. The proposed concession fees (annual guarantee amount and annual percentage fee) will be part of the determination for award used by the selection committee.

7. Question: Regarding "properly or neatly attired in uniform as City of Ormond Beach Concessionary personnel", will the City provide the uniforms or will there be a cost to obtain them?

✓ No. It is the successful respondent's responsibility to provide uniforms for their staff.

8. Question: "Initial term of this agreement shall be for one year and automatic renewal for one year thereafter." Does this mean that a new bid offering will go out every two years for the concession stand?

✓ No. Both the City and the winning proposer will have the ability to decide each year if the contract is renewed for another annual term. The language for the terms of the contract are amended to read: The initial term of this agreement shall be for a period of one year with automatic annual renewals thereafter unless either party provides at least ninety days prior written notice to the other party of their intent not to renew the agreement.

9. Question: "Schedule of Operation": Is the City expecting the concession to be open the same hours as the Park.

✓ *No, that is a bid qualifier and as such will be part of the determination for award by the selection committee.*

10. Question: If so, does the City post the hours, i.e.: Park open from dusk to dawn?

✓ *Park hours will be posted.*

11. Question: Will the Park provide a seating area with umbrellas or is there a covered area with picnic tables near the concession?

✓ *The park will have several covered areas with picnic tables.*

12. I am not familiar with the workings of "Payment and Performance Bonds". Would you please provide clarification of this on pages 14 and 15 and the service bond on page 16?

✓ *This is standard language used in all requests for proposals and is not applicable to this particular proposal. Neither payment and performance bonds nor service bonds will be required.*

13. Question: Are there exceptions to payment agreement of the annual guarantee and annual percentage fee in the case of a serious weather condition such as hurricane or tornado which would drastically affect the operation and income of the concession?

✓ *In the event that the concession stand cannot be operated as a result of a natural disaster, the City will consider a request for temporary abatement of the concession fees.*

14. Question: It appears that the concept is that the concession be a full service operation selling in addition to ice cream, a variety of packaged snack and food items. Do you also anticipate that the concessioner would offer cooked items, such as burgers, hot dogs, French fries, etc.?

✓ *As indicated in answer #1, the facility is not equipped for cooking.*

15. How much floor space total is in the RFP

✓ *19'8" x 17'8", 352 square feet.*

16. Will there be a hood installed on the property? If no, can we submit a bid that includes one as well?

✓ *There will not be a hood installed.*

17. Is there a grease trap available? Once again, if no, can we submit a bid that includes one?

✓ *A grease trap is not available.*

18. What is your vision for this property and when can we meet to discuss?

✓ *The vision is to have a concession stand that serves the visitors of Ormond Beach's Andy Romano Beachfront Park with quality food and sundries, while representing the City of Ormond Beach in a positive, professional manner. After reviewing all submissions, the RFP committee will contact the top proposers for further discussion.*

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

**THIS ADDENDUM MUST BE ACKNOWLEDGED AND RETURNED WITH
YOUR RFP**

COMPANY NAME: Golden Eagle Associates, Inc.

SIGNATURE: *R. Savoca* DATE: Jan 16, 2013

The foregoing changes are hereby incorporated into the Request for Proposals Requirements and Contract Documents for **Ormond Beach's Andy Romano Beachfront Park Concession, RFP No. 2013-03**, for the City of Ormond Beach.

City of Ormond Beach, Florida
County of Volusia

END OF ADDENDUM NO. 1

**ADDENDUM NO. 2
TO RFP DOCUMENTS FOR**

**Ormond Beach's Andy Romano Beachfront Park Concession:
RFP NO. 2013-03**

January 11, 2013

TO: All Prospective Proposers

SUBJECT: Addendum NO. 2 to the Request for Proposals
Ormond Beach's Andy Romano Beachfront Park Concession
RFP No. 2013-03

This addendum is being issued to provide all prospective proposers with information on answers to questions and inquires to the proposal. Please note the **RFP Opening** date has not changed and is scheduled for **January 18, at 3:00 p.m.**, in the Upstairs Conference Room, located at City Hall, 22 South Beach Street, Ormond Beach, Florida.

- 1. Question: Are there any food, beverage, or product sponsorship agreements currently in place for the City of Ormond Beach?**

✓ *There are currently no such agreements in place.*

- 2. Question: After the initial drug test; who is responsible for the fees associated with the random drug testing?**

✓ *Random drug testing will be at the sole expense of the contracted concessionaire.*

- 3. Question: Who is responsible for the cleaning and restocking of the restrooms?**

✓ *City of Ormond Beach staff will be responsible for the stocking, upkeep and maintenance of the restrooms.*

- 4. Question: What will the electrical amperage available to the concession stand be?**

✓ *There is a 100amp, single phase service dedicated to the operations of the concession stand.*

- 5. Question: What type of security systems will be installed at the concession stand? Cameras? Safe?**

- ✓ *No safe or cameras are being installed. It is the sole responsibility of the successful respondent to provide any security items they feel are needed to operate.*

6. Question: Will there be access between the office, the utility room, and the concession area?

- ✓ *No, that area is reserved for City of Ormond Beach staff.*

7. Question: The answer given was "The City of Ormond Beach will supply utilities for the concession stand operation." To clarify, does this mean The City will pay monthly utilities charges incurred in and surrounding The Concession, i.e. power, lighting, gas, HVAC bills?

- ✓ *Yes, the City of Ormond Beach will pay water, sewer and electric associated with the operation of the concession throughout the duration of the approved contract.*

8. Question: Please clarify the point you intend to make entitled TAXES, on page 3 of 24. How does this relate to the Concessionaire? Are sales taxes to be collected on menu items bought by the Concessionaire and/or sold at The Concession?

- ✓ *Yes, unless the concessionaire is a bona fide tax exempt entity, the concessionaire is responsible for collecting and reporting all appropriate sales tax associated with concessions operations.*

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

**THIS ADDENDUM MUST BE ACKNOWLEDGED AND RETURNED WITH
YOUR RFP**

COMPANY NAME: Golden Eagle Associates, Inc.

SIGNATURE:

R. Samoca

DATE: Jan. 16, 2013

The foregoing changes are hereby incorporated into the Request for Proposals Requirements and Contract Documents for **Ormond Beach's Andy Romano Beachfront Park Concession, RFP No. 2013-03**; for the City of Ormond Beach.

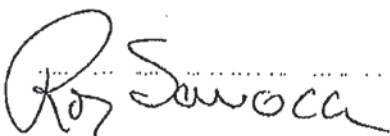
City of Ormond Beach, Florida
County of Volusia

END OF ADDENDUM NO. 2

Golden Eagle Associates, Incorporated

January 16, 2013

Roy Savoca, President of Golden Eagle Associates, Inc. is a duly authorized representative of the corporation and, as such, is authorized to commit the firm into a contract with the City of Ormond Beach. Roy is the designated point of contact for all information regarding the contract. This proposal is valid until April 30, 2013.



Roy Savoca
President
(386) 682-2111 Office
(386) 451-4838 Cell
roy@savoca.us

Golden Eagle Associates, Incorporated

Firm Profile

Golden Eagle Associates, Inc. is a Delaware corporation registered to do business in Florida. The corporation does business using the names Rita's Ices and Rita's Italian Ices. The corporation opened a store at 2429-41 North Atlantic Ave in Daytona Beach in May of 2008. The corporation operates several mobile carts throughout Volusia County.

The corporation consists of Roy Savoca (50% owner) as President and Kathy Savoca (50% owner) as Vice President.

In addition to the fixed location in Daytona Beach, the corporation operates several mobile facilities at venues including but not limited to, the City of Port Orange – Recreational Sports Facility, Daytona Beach Pop Warner Football, Ormond Beach Pop Warner Football, Bethune-Cookman University (at various sporting events and on campus), the Daytona Cubs, Daytona Lagoon, all Volusia County YMCA Swim meets, Daytona Beach Speed Swimming meets, Spruce Creek HS Swim meets.

The fixed location and the mobile operations have grown since their opening and continue to grow. The current plan is to expand the mobile operations by adding additional facilities and locations. The fixed location will continue to grow through increasing local awareness and increasing the products being offered.

Keeping customers continually interested (and regularly frequenting the location) requires a variety of offerings. The limited space of a concession stand restricts an operator's ability to overstock products. Our ability to operate fixed and mobile locations uniquely positions us for success operating the Andy Romano Park Concession Facility. Our ability to create a varied menu using the fewest base ingredients and the minimum number of dry goods will allow us to save on storage space without sacrificing the variety customers demand to regularly patronize the establishment. The success of our locations (fixed and mobile) demonstrates this ability. Our ability to operate in the variety of venues demonstrates our flexibility to adapt to the various requirements of our hosts. The close proximity of our fixed location will allow us to easily restock items as needed. In any venture of this nature, customer service is a key to success. Our experience in this area is second to none.

Several of the local Colleges and Universities have hospitality programs. Students in these programs are perfect candidates for the concession stand. They have knowledge of the business and, as college students, have demonstrated an ability to learn. We do not limit our search to only hospitality students; we look at any person with strong interpersonal skills and an ability to learn. Our on-campus presence provides the ability to recruit students who meet our criteria. Many of the local people possess the same skills; our contact with them through our fixed location allows us to reach out to them with employment opportunities. We strongly support diversity. Our current staff ranges in age from college age to mid 50s, is multiracial, and men and women.

Federal ID - 208092543

Golden Eagle Associates, Incorporated

Business Plan

A day at the beach should be one of stress free fun. Our vision for the Andy Roman Park Concession stand is to aid in this goal by minimizing the number of items a family (or person) needs to bring to the beach. To accomplish this we will be providing a reasonable source for forgotten items (sunglasses and sunscreen), snacks, hot and cold beverages, breakfast, and lunch.

The business will require a dipping cabinet, a chest freezer, a beverage refrigerator, a refrigerator, a safe, ice maker, 2 cash registers, a hot dog roller, a toaster, hot cheese dispenser, and 2 slow cookers. Our managers will be knowledgeable of all equipment and will call appropriate service technicians when a problem is encountered. We will schedule regular maintenance by certified technicians as specified by the manufacturer or industry standards. The total cost of the equipment is estimated to be less than \$5,000 and will be paid for from company reserves.

We will be using the same training methodology used in our fixed location. The training consists of classroom (or virtual classroom) familiarization with the business, the job details, procedures for making customer products, cleaning, opening and closing procedures, and use of the equipment. This is followed with on site training with an experienced team member. The trainee team member must take a food safety class (Food Safety Management Principle 2nd Edition by NEHA Training) and pass the associated exam.

We anticipate a three pronged approach to opening the concession stand. One prong will be to find and hire a staff. The staff will consist of senior and junior people. We foresee the summer staff being larger than the winter staff. The second prong will be the specifying and purchasing of the equipment. We estimate these steps will take approximately 1 month. The third prong will be to contact the health department and work with them to certify the location. In our past experience this process can be accomplished in a week. This becomes a question of the coordination and timing of the equipment installation, the delivery of inventory, the inspector's availability, and the issuing of the CoFO. After the equipment is installed and tested, we will begin in-store training. The in-store training will take approximately 1 week.

We are strong believers in being "Green". Wherever practical we use green products and methods. We reduce power consumption by using CFLs, turning off unused equipment, setting equipment to minimum setting required, and using times and set back thermostats. We use energy star equipment whenever practical. We serve in green containers i.e. paper cups rather than Styrofoam. We identify all materials which are recyclable and recycle them.

Golden Eagle Associates, Incorporated

Our current beachside location does approximately 26,000 transactions per year; we assume 40% of those transactions occur during "beach" hours. Each transaction consists of 2 to 3 treats. Using this as a basis conservatively we estimate 2.5 times the number of transactions for an on beach location – 26,000 transactions. On the low side; if each transaction consists of 2 \$3.50 items then total sales would be \$182,000 including 6.5% sales tax; 170,892 sales without sales tax. Using \$11.00 per transaction the numbers become \$286,000 and 268,545 respectively.

We propose the following fee schedule:

Annual Guarantee - \$ 10,000
 Percentage of Sales 12% from \$ 100,001 to 175,000
 15% above \$ 175,000

Using the numbers above on 170,892 in sales we would pay

\$ 10,000 - Annual Guarantee
 \$ 20,507 - % Sales
 \$ 30,507 - Total

Using the numbers above on 268,545 in sales we would pay

\$ 10,000 - Annual Guarantee
 \$ 35,031 - % Sales
 \$ 45,031 - Total

We will increase these numbers by 1% per year

Hours of Operation:

Winter - Monday to Thursday - Noon to Park Close
 Friday, Saturday, and Sunday - 10am to Park Close

Summer -- Sunday to Monday -- 8am to Park Close

Golden Eagle Associates, Incorporated

Sample Menu

All prices include Sales Tax

Sunscreen	\$ 7.00
Aloe Vera	\$ 7.00
Sunglasses	\$ 5.00

English Muffin	\$ 1.25
Yogurt Parfait	\$ 2.75

Pulled Pork Sandwich With Cole Slaw and Water	\$ 5.00
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Pulled Pork Sandwich With Cole Slaw and Soda	\$ 5.50
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Pulled Pork Sandwich With Cole Slaw and Gatorade	\$ 6.00
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Chicken Breast Sandwich With Cole Slaw and Water	\$ 5.00
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Chicken Breast Sandwich With Cole Slaw and Soda	\$ 5.50
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Chicken Breast Sandwich With Cole Slaw and Gatorade	\$ 6.00
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Add Cheese to Any Sandwich	\$ 0.50
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Hot Dogs with Chips	\$ 3.00
Chili Dogs with Chips	\$ 4.00

Chili with Chips	\$ 4.00
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Bottled Water	\$ 1.00
Bottled Soda	\$ 1.50
Gatorade	\$ 2.00
Fresh Lemonade	\$ 2.50
Coffee/Tea (small)	\$ 1.50
Coffee/Tea (large)	\$ 2.00

Nachos with Cheese	\$ 3.00
Nachos with Cheese and Chili	\$ 4.00

Golden Eagle Associates, Incorporated

References

Venues

Bethune-Cookman University

Matt Knox – Assistant Athletic Director Marketing and Promotions

(386) 481-2033

(386) 481-2238 FAX

knoxm@cookman.edu

Fall 2011 – current

Daytona Cubs

Josh Lawther – Assistant General Manager

(386) 257-3172

(386) 257-3382

joshlawther@daytonacubs.com

Spring 2010 – Current

City of Port Orange – Parks and Recreation

Mike Peace – Athletic Supervisor

(386) 506-5855

(386) 756-5351

mpeace@port-orange.org

Fall 2011 – Current

Suppliers

B&S Paper & Janitorial Supplies

JoAnn Biddle – Account Manager

(386) 253-1860

(386) 253-4082 FAX

jorunn22@aol.com

Restaurant Depot

Craig Miller

(718) 559-4221

(718) 359-9079

cmiller@jettrord.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: Robert Carolin, Leisure Services Director

Date: November 1, 2022

Subject: Auto Renewal Contract - Radio Control Club

Commission Goal: Quality of Life - Other

Introduction

This is a disposition item notifying the City Commission of staff's intent to allow the auto renewal of the Ormond Beach Radio Control Club agreement for an additional year.

Background

The agreement with the Ormond Beach Radio Control Club ("Club") automatically renews after the initial term of the contract. The lease agreement allows the Ormond Beach Radio Control Club to operate electric-powered model airplanes in the upper landfill area in Nova Community Park, following strict conditions which do not impact the neighboring residential area. The Club has continuously met all those conditions.

Discussion

The Leisure Services Department has contacted the Ormond Beach Radio Control Club and determined that they would like to continue this agreement. The contract has been allowed to automatically renew annually since 2008. Staff's intent is to allow the contract to auto-renew for an additional year.

Citizen Impact

The Ormond Beach Radio Control Club lease provides a way for citizens to enjoy their hobby in a professional manner at a designated location that will cause the least disturbance to surrounding neighbors.

Budget Impact

There is no budget impact.

Recommendation

Staff's intent is to allow the contract to auto-renew an additional year; unless otherwise directed by the City Commission.

Attachments:

- Radio Control Agreement (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/7/2022


Claire Whitley, Assistant City Manager 10/24/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 10/26/2022

RESOLUTION NO. 2007-56

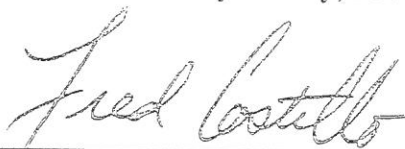
A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDED MODEL AIRPLANE LEASE AGREEMENT AND A FIRST AMENDED ACCESS AGREEMENT BETWEEN THE CITY AND ORMOND BEACH RADIO CONTROL CLUB, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a First Amended Model Airplane Lease Agreement and a First Amended Access Agreement between the City and Ormond Beach Radio Control Club, Inc., for the purposes stated therein; copies of said agreements being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 1st day of May, 2007.



FRED COSTELLO
Mayor

ATTEST:



VERONICA PATTERSON
City Clerk

FIRST AMENDED MODEL AIRPLANE LEASE AGREEMENT

THIS FIRST AMENDED AGREEMENT, is made and entered into by and between the CITY OF ORMOND BEACH, a Florida municipal corporation ("LESSOR") and ORMOND BEACH RADIO CONTROL CLUB, INC., a non-profit corporation duly formed and existing under the laws of the State of Florida, ("LESSEE"), on the terms and conditions described herein, which terms and conditions constitute good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as follows:

WITNESSETH:

WHEREAS, the LESSOR recognizes the important services that are provided by non-profit volunteer recreation groups; and

WHEREAS, the LESSOR owns certain real and personal property more particularly described and designated hereinbelow for use by LESSEE; and

WHEREAS, the LESSOR and LESSEE desire to enter into a lease for the use of certain premises as described in Exhibit "A" attached hereto solely for the operation of electric-powered model airplanes, both on the ground and in the airspace above the lease premises;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. RECITALS. The foregoing recitals are true and correct, and are incorporated herein by reference and are hereby made part of this Agreement.
2. GENERAL COVENANTS.
 - a) LESSEE is a non-profit corporation and no officer, director, board member, or volunteer thereof shall receive any compensation for their services.
 - b) LESSEE shall have the exclusive privilege of using the premises, as described and depicted in Exhibit "A" attached hereto and incorporated herein by reference,

solely for the operation of electric-powered model airplanes, both on the ground and in the airspace above the premises, subject to the following conditions:

- i) Designated times for the use of the premises shall be: Monday through Saturday (8:00 a.m. to 8:00 p.m.); and Sunday (9:00 a.m. to 6:00 p.m.).
- ii) Only electric-powered model airplanes shall be operated (fuel-powered model airplanes are prohibited). No more than two (2) electric-powered airplanes shall be operated at the same time.
- iii) Electric-powered model airplanes shall only be operated on and in the airspace above the premises depicted in Exhibit "A". Flags shall be posted around the perimeter of the premises to delineate the boundary of the fly-zone.

c) Contemporaneously with the execution of this Agreement the parties hereto shall enter into an access easement for the ingress and egress by LESSEE to the premises depicted on Exhibit "A". By providing access to the premises LESSOR is not expressly or implicitly agreeing to give LESSEE additional access to any other portion of LESSOR'S property located at 440 N. Nova Road, Ormond Beach, Volusia County, Florida.

d) Vehicular access to the premises depicted on Exhibit "A" shall only be gained over the access easement and shall be strictly restricted to vehicles with the appropriate disabled parking permit issued under Sections 316.1958 or 320.0848, *Florida Statutes*, or a license plate issued under Sections 320.084, 320.0842, 320.0843 or 320.0845, *Florida Statutes*, and such access will be permitted only when the vehicle is transporting the person to whom the displayed permit is issued. Otherwise, all access to the premises depicted on Exhibit "A" shall be strictly pedestrian access only. Violation of this provision may result in the City's termination of this lease agreement without benefit of the notice provisions set forth in Paragraph 5, TERM AND TERMINATION.

3. **MAINTENANCE.** LESSOR shall maintain and repair the premises at its own expense, and shall have the right to close the premises and/or surrounding facilities to

protect the health, safety, or welfare of the public. The LESSEE shall not perform any maintenance or repair of the premises without the prior written consent of the LESSOR.

4. IMPROVEMENTS. The LESSEE shall not make any alterations or improvements to the leased premises without the complying with any required conditions of the City's Land Development Code. Any alterations or improvements to the leased premises by LESSEE shall not involve vehicular access of any type with the exception of a riding lawnmower as provided in Paragraph 3 above as to the area depicted in Exhibit "A." Any alterations or improvements to the leased premises by LESSEE shall not involve any compaction of the area depicted in Exhibit "A." LESSEE assumes all risk with respect to the construction of the improvements to the property and agrees that all improvements shall comply with all building code requirements, including all matters pertaining to zoning of the property. All improvements to the property made by LESSEE shall become the property of LESSOR upon termination of this agreement. The LESSEE shall be responsible for paying any and all costs and expenses associated with any improvement it makes to the leased premises.

5. TERM AND TERMINATION. This Agreement shall begin on the date it is last signed by the respective parties. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides prior notice to the other party of their intent not to renew the Agreement. Either party may terminate this agreement without cause upon providing the other party with at least sixty (60) days prior written notice. The city commission may terminate this Agreement for cause for a violation of any of the General Covenants described in paragraph 2 above upon providing the other party with at least thirty (30) days prior written notice of the intention to terminate the Agreement for cause.

6. CONSIDERATION. LESSEE shall pay in advance to the LESSOR the sum of ONE DOLLAR (\$1.00) per year for use of the facilities.

7. LIABILITY AND INDEMNIFICATION.

a) Hold Harmless & Indemnification. The LESSEE shall hold harmless and indemnify the LESSOR (including its appointed and elected officers, employees, agents, and

other representatives) from and against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting therefrom, arising from the acts or omissions caused in whole or in part by LESSEE (including its directors, officers, employees, volunteers, agents, and other representatives) committed in furtherance of this Agreement or use of the recreational facilities. Indemnification and payment thereof shall include all attorneys' fees and taxable court costs, through and including any and all appeals.

b) Loss Control & Safety. Precaution shall be exercised at all times by the LESSEE for the protection of all persons and property. The LESSEE shall comply with all laws, regulations or ordinances related to safety and health, shall make special efforts to detect hazardous conditions and shall take prompt action where loss control and safety measures are reasonably expected.

8. ADVERTISEMENT. No one shall be permitted to display any advertisement at the facilities without the prior written approval of the City Leisure Services Director. The LESSEE shall be responsible for administering the display of any approved advertisement consistent with all rules, regulations, policies, and ordinances of the LESSOR.

9. SOVEREIGN IMMUNITY. The CITY retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

10. ASSIGNMENT. This Agreement shall not be assigned, transferred, or otherwise conveyed in whole or in part, including all or any part of any privileges thereunder by either party.

11. INSURANCE. The LESSEE shall, at its own expense, purchase and maintain applicable insurance in accordance with the City's applicable insurance requirements.

12. COMPLETE AGREEMENT. This Agreement constitutes the entire and complete agreement between the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

13. SEVERABILITY. In the event any provision of this Agreement is declared to be null and void and unenforceable by a court of competent jurisdiction, then in that event, the remaining part of the Agreement shall remain in full force and effect.

14. NOTICES. Any notice that is required to be given by this Agreement shall be directed to the following:

CITY OF ORMOND BEACH
Office of the City Manager
22 South Beach Street
Ormond Beach, FL 32174

ORMOND BEACH RADIO
CONTROL CLUB, INC.
4 Katrinas Drive
Ormond Beach, FL 32174

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 1st day of May, 2007

Witnesses:

CITY OF ORMOND BEACH

Lois Toney
Print Name: Lois Toney

By: Fred Costello
FRED COSTELLO
Mayor

Shaun Ross
Print Name: Shaun Ross

Attest: Isaac Turner
ISAAC TURNER
City Manager

DATED this ____ day of _____, 2007.

Witnesses:

ORMOND BEACH RADIO
CONTROL CLUB, INC.

Print Name: _____

By: _____

CLIFFORD NORRIS
President

Print Name: _____

Attest: _____

Print Name: _____

Title: _____

ORMOND BEACH RADIO CONTROL CLUB

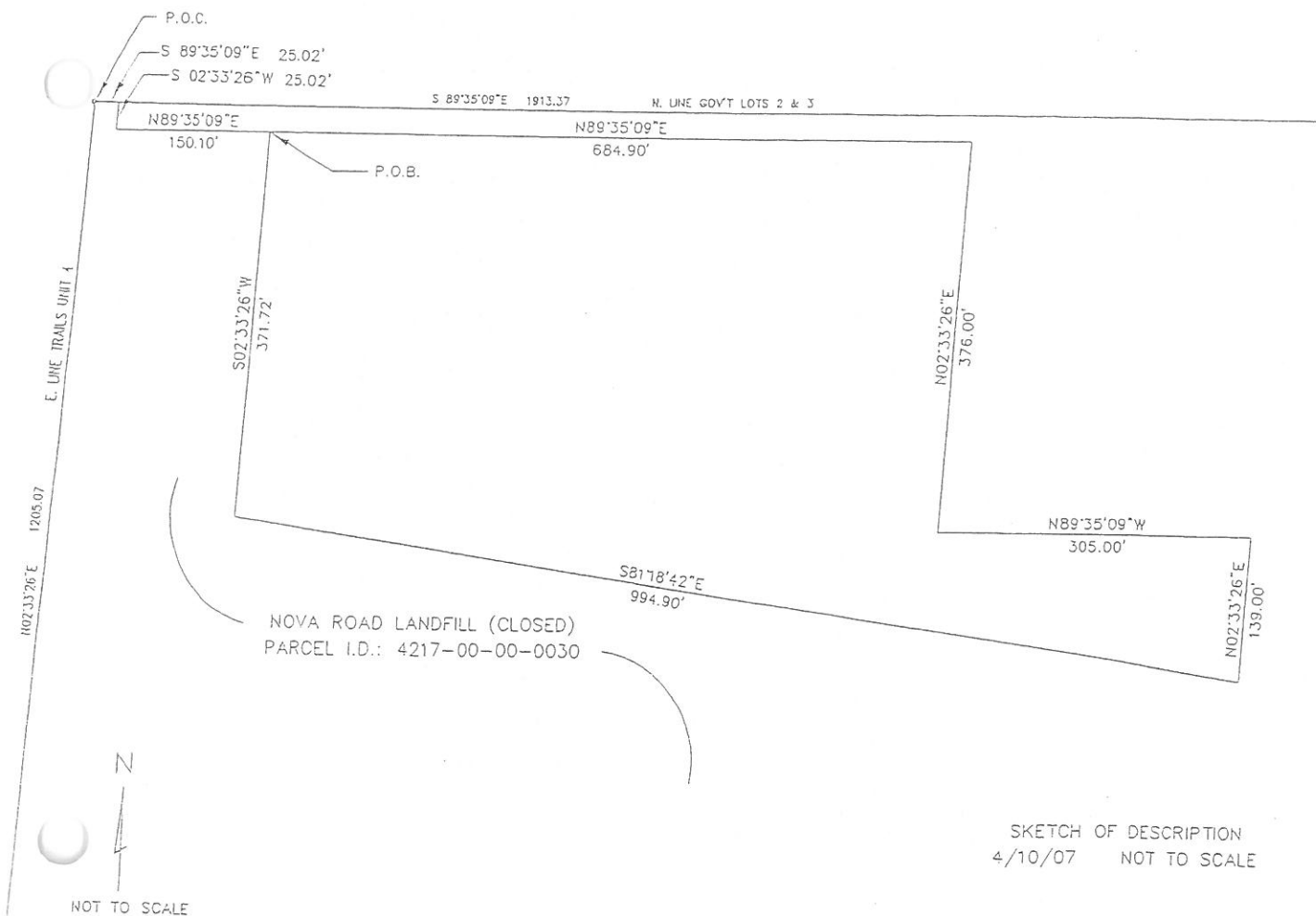
EXHIBIT "A"

NOVA LANDFILL LEASE AREA

LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 3, SECTION 17, TOWNSHIP 14 SOUTH, RANGE 32 EAST AS LIES WEST OF NOVA ROAD, ALSO KNOWN AS STATE ROAD 5A, A 100-FOOT PUBLIC RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT OF COMMENCEMENT, SAID POINT BEING A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3, SAID POINT BEING ALSO THE NORTHEAST CORNER OF LOT 187, THE TRAILS SUBDIVISION, UNIT 4, AS RECORDED IN MAP BOOK 34, PAGES 140 AND 141, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH $89^{\circ} 35' 09''$ EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 25.02 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH $2^{\circ} 33' 26''$ WEST AND PARALLEL TO THE EAST LINE OF SAID TRAILS SUBDIVISION UNIT 4 A DISTANCE OF 25.02 FEET; THENCE NORTH $89^{\circ} 35' 09''$ EAST A DISTANCE OF 150.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $2^{\circ} 33' 26''$ WEST A DISTANCE OF 371.72 FEET; THENCE SOUTH $81^{\circ} 18' 42''$ EAST A DISTANCE OF 994.90 FEET; THENCE NORTH $2^{\circ} 33' 26''$ EAST A DISTANCE OF 139.00 FEET; THENCE NORTH $89^{\circ} 35' 09''$ WEST A DISTANCE OF 305.00 FEET; THENCE NORTH $2^{\circ} 33' 26''$ EAST A DISTANCE OF 376.00 FEET; THENCE NORTH $89^{\circ} 35' 09''$ WEST A DISTANCE OF 684.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 323,976.78 SQUARE FEET or 7.437
ACRES, MORE OR LESS



SKETCH OF DESCRIPTION
4/10/07 NOT TO SCALE

FIRST AMENDED ACCESS AGREEMENT

THIS AMENDED AGREEMENT is entered into on the ____ day of _____, 2007, between and among the **CITY OF ORMOND BEACH**, a Florida municipal corporation (hereinafter referred to as the "Grantor") and **ORMOND BEACH RADIO CONTROL CLUB, INC.**, a Florida non-profit corporation, whose post office address is 4 Katrinas Drive, Ormond Beach, Volusia County, Florida 32174 (hereinafter referred to as "Club"), on the terms and conditions set forth below.

WHEREAS, Grantor is the owner of certain property located at 440 Nova Road, Ormond Beach, Volusia County, Florida; and

WHEREAS, the Club wishes to obtain access to a portion of this property as described and depicted on Exhibit "A" attached hereto and incorporated herein by reference, for the purpose of flying electric-powered model airplanes (this specific portion of the property is hereinafter referred to as the "Premises"); and

WHEREAS, Grantor has determined that it is in the best interests of the Grantor and Club to grant unto the Club limited access to the Premises pursuant to the terms of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. Grantor hereby grants and conveys unto the Club limited access to the Premises for the sole purpose of allowing the Club to utilize the Premises for the operation of electric-powered model airplanes in accordance with that certain First Amended Model Airplane Lease Agreement. Ingress and egress to the Premises shall be gained over an access easement as described and depicted on Exhibit "B" attached hereto and incorporated herein by reference. Ingress and egress shall be for pedestrian use only except for limited vehicular access as outlined in Paragraph 2(d) of the Model Airplane Lease Agreement executed by the parties hereto. By providing access to the Premises, Grantor is not expressly or implicitly agreeing to give the Club additional access to any other portion of Grantor's property located at 440 Nova Road, Ormond Beach, Volusia County, Florida.

2. The Club shall hold harmless and indemnify the Grantor (including its appointed and elected officers, employees, agents, and other representatives) from and against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting therefrom, arising from the acts or omissions caused in whole or in part by Club (including its directors, officers, employees, volunteers, agents, and other representatives) committed in furtherance of this Agreement or use of the access easement or recreational facilities. Indemnification and payment thereof shall include all attorneys' fees and taxable court costs, through and including any and all appeals.

3. Any notice required to be given in connection with this Agreement shall be in writing and deemed received 72 hours after its deposit in the United States Mail, Certified Mail Return Receipt, postage pre-paid, or if given by other means, upon actual receipt. Notices shall be delivered to the appropriate party at the following addresses:

If to Grantor:

City Manager
City of Ormond Beach
Post Office Box 277
Ormond Beach, FL 32175-0277

If to Club:

President
Ormond Beach Radio Control Club, Inc.
4 Katrinas Drive
Ormond Beach, FL 32174

4. The Grantor and the Club agree that this Agreement constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral relating to the matters set forth herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. The covenants, promises, and representations herein contained shall survive any termination of this Agreement.

5. The Grantor retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

6. Venue for any dispute, action, or proceeding involving this Agreement, whether at law or in equity, shall be in the county or circuit courts for the Seventh Judicial Circuit, Volusia County, Fla. The parties expressly waive venue in any other state or federal forum.

7. This Agreement may be terminated by either party upon sixty (60) days' written notice to the other of such termination.

8. This Agreement shall be recorded in the Public Records of Volusia County, at the expense of the Club.

9. Each party, and each person signing on behalf of a party, represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without the approval of any other person.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed on the day and year first above written.

WITNESSES:

CITY OF ORMOND BEACH, FLORIDA

Lisa Toney
 Print Name: Lisa Toney

BY: Fred Costello
 FRED COSTELLO
 Mayor

Shirley Moss
 Print Name: Shirley Moss

ATTEST: Isaac D. Turner
 ISAAC D. TURNER
 City Manager

STATE OF FLORIDA
 COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 1st day of May, 2007, by FRED COSTELLO and ISAAC D. TURNER, the Mayor and City Manager of the City of Ormond Beach respectively, on behalf of the City of Ormond Beach. They are personally known to me.

NOTARY SEAL

NOTARY PUBLIC-STATE OF FLORIDA
 Veronica Patterson
 Commission # DD413444
 Expires: MAY 12, 2009
 Bonded Thru Atlantic Bonding Co., Inc.

Veronica Patterson

WITNESSES:

ORMOND BEACH RADIO CONTROL
 CLUB, INC., a Florida non-profit corporation

Print Name: _____

BY: _____
 Print Name: _____
 Title: _____

Print Name: _____

ATTEST: _____
 Print Name: _____
 Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by _____, the _____ of the Ormond Beach Radio Control Club, Inc. He is personally known to me or has produced _____ as identification.

NOTARY SEAL

Notary Public

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by _____, the _____ of the Ormond Beach Radio Control Club, Inc. He is personally known to me or has produced _____ as identification.

NOTARY SEAL

Notary Public

EXHIBIT "A" to Access Agreement

ORMOND BEACH RADIO CONTROL CLUB

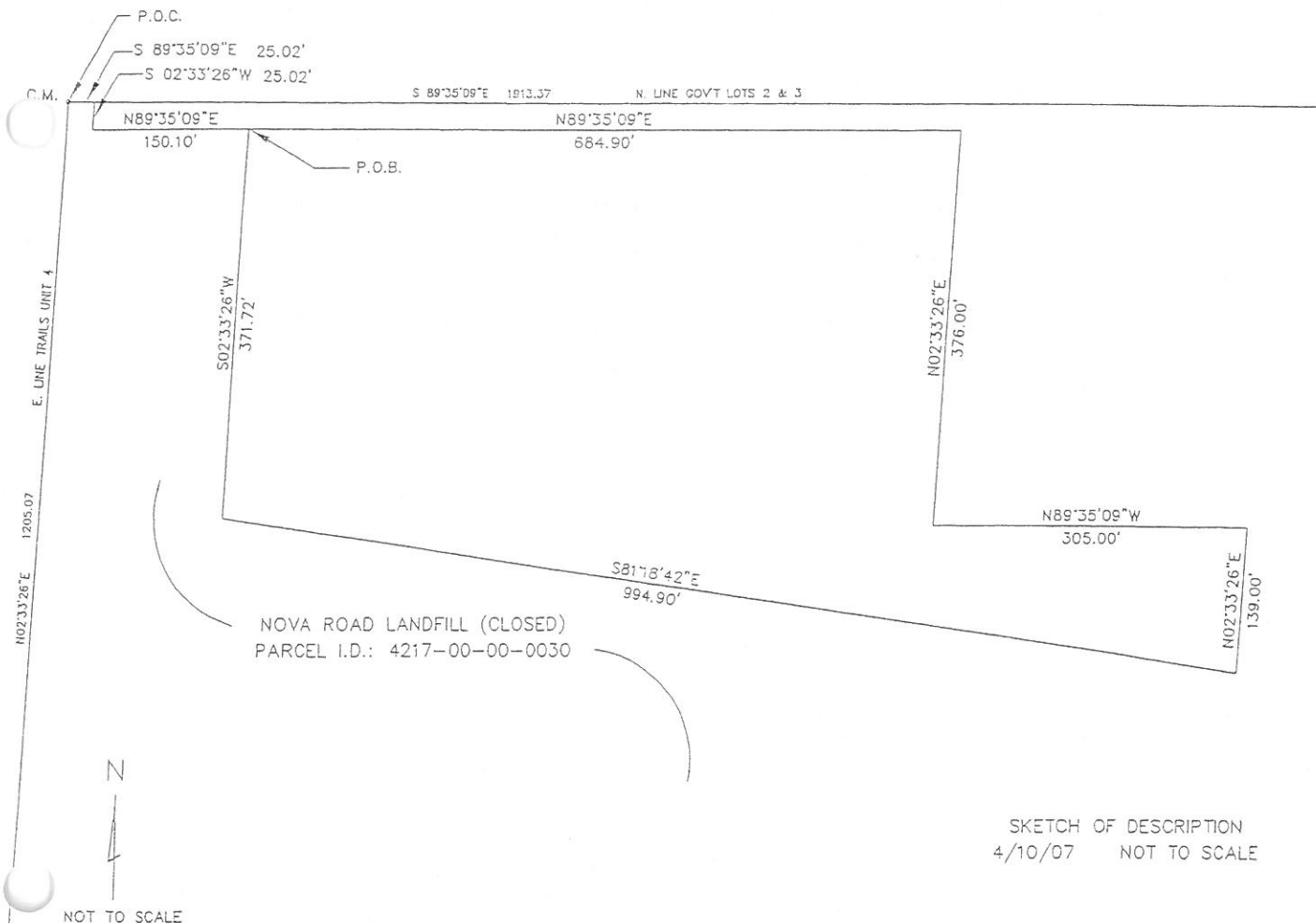
EXHIBIT "A"

NOVA LANDFILL LEASE AREA

LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 3, SECTION 17, TOWNSHIP 14 SOUTH, RANGE 32 EAST AS LIES WEST OF NOVA ROAD, ALSO KNOWN AS STATE ROAD 5A, A 100-FOOT PUBLIC RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT OF COMMENCEMENT, SAID POINT BEING A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3, SAID POINT BEING ALSO THE NORTHEAST CORNER OF LOT 187, THE TRAILS SUBDIVISION, UNIT 4, AS RECORDED IN MAP BOOK 34, PAGES 140 AND 141, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH $89^{\circ} 35' 09''$ EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 25.02 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH $2^{\circ} 33' 26''$ WEST AND PARALLEL TO THE EAST LINE OF SAID TRAILS SUBDIVISION UNIT 4 A DISTANCE OF 25.02 FEET; THENCE NORTH $89^{\circ} 35' 09''$ EAST A DISTANCE OF 150.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $2^{\circ} 33' 26''$ WEST A DISTANCE OF 371.72 FEET; THENCE SOUTH $81^{\circ} 18' 42''$ EAST A DISTANCE OF 994.90 FEET; THENCE NORTH $2^{\circ} 33' 26''$ EAST A DISTANCE OF 139.00 FEET; THENCE NORTH $89^{\circ} 35' 09''$ WEST A DISTANCE OF 305.00 FEET; THENCE NORTH $2^{\circ} 33' 26''$ EAST A DISTANCE OF 376.00 FEET; THENCE NORTH $89^{\circ} 35' 09''$ WEST A DISTANCE OF 684.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 323,976.78 SQUARE FEET or 7.437
ACRES, MORE OR LESS



SKETCH OF DESCRIPTION
4/10/07 NOT TO SCALE

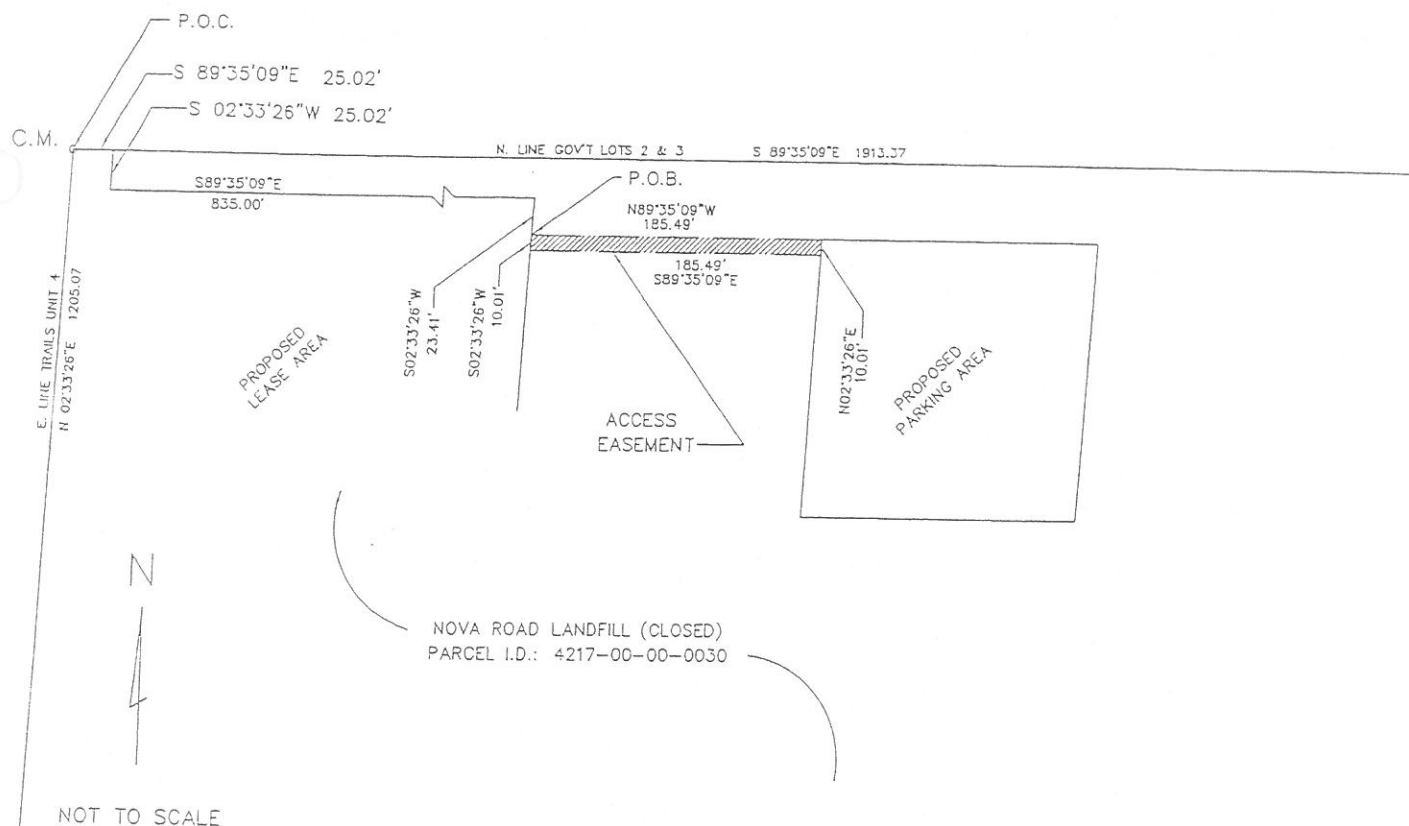
EXHIBIT "B" to Access Agreement

EXHIBIT "B"

ORMOND BEACH RADIO CONTROL CLUB
NOVA LANDFILL LEASE AREA ACCESS EASEMENT
LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 3, SECTION 17, TOWNSHIP 14 SOUTH, RANGE 32 EAST AS LIES WEST OF NOVA ROAD, ALSO KNOWN AS STATE ROAD 5A, A 100-FOOT PUBLIC RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT OF COMMENCEMENT, SAID POINT BEING A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3, SAID POINT BEING ALSO THE NORTHEAST CORNER OF LOT 187, THE TRAILS SUBDIVISION, UNIT 4, AS RECORDED IN MAP BOOK 34, PAGES 140 AND 141, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89° 35' 09" EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 25.02 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 2° 33' 26" WEST AND PARALLEL TO THE EAST LINE OF SAID TRAILS SUBDIVISION UNIT 4 A DISTANCE OF 25.02 FEET; THENCE SOUTH 89° 35' 09" EAST A DISTANCE OF 835.00 FEET; THENCE SOUTH 2° 33' 26" WEST A DISTANCE OF 23.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 2° 33' 26" WEST A DISTANCE OF 10.01 FEET; THENCE SOUTH 89° 35' 09" EAST A DISTANCE OF 185.49 FEET; THENCE NORTH 2° 33' 26" EAST A DISTANCE OF 10.01 FEET; THENCE NORTH 89° 35' 09" WEST A DISTANCE OF 185.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,854.86 SQUARE FEET or 0.043 ACRES, MORE OR LESS



SKETCH OF DESCRIPTION

4/10/07

NOT TO SCALE



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: November 1, 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.

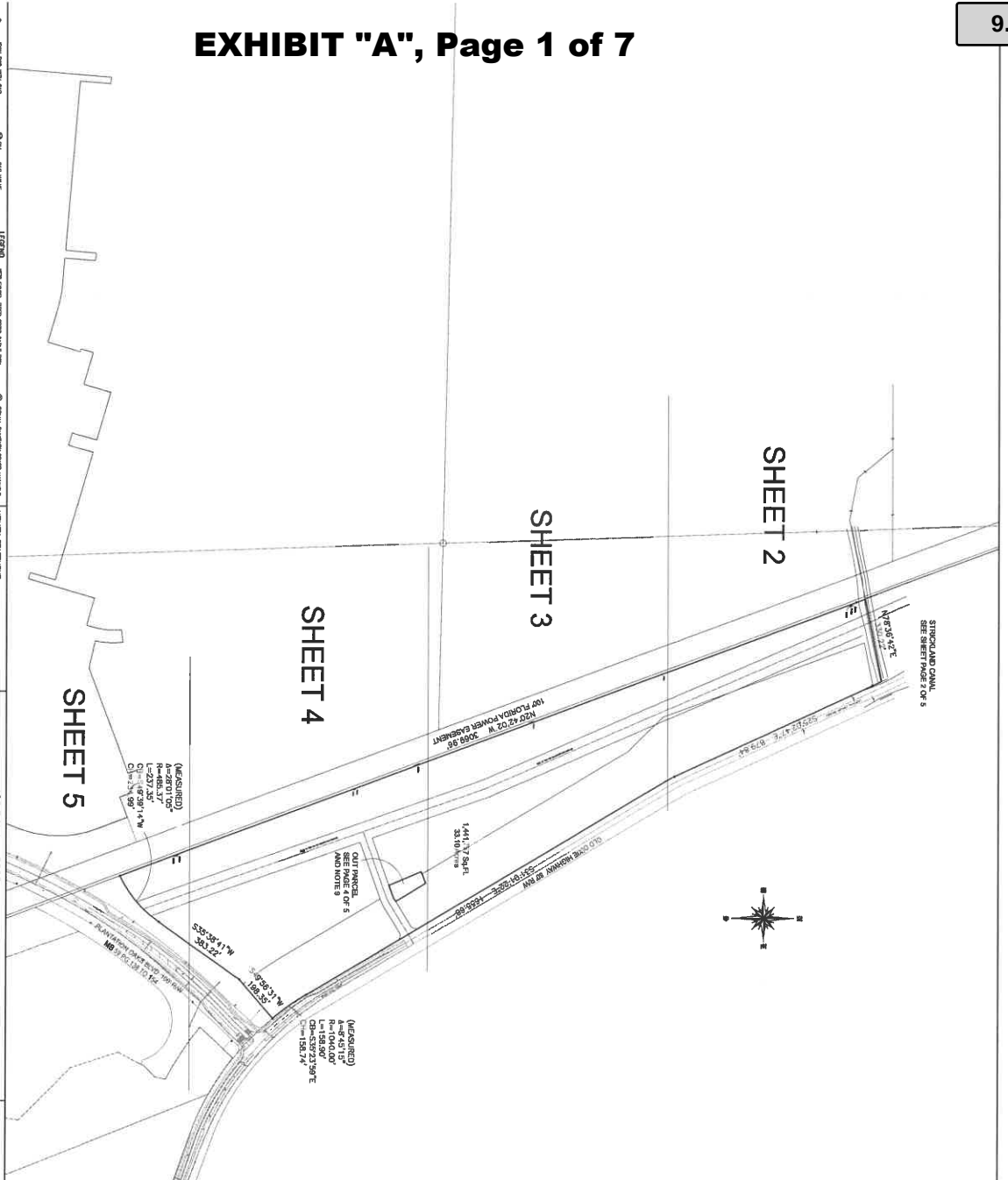
PASSED UPON at the first reading of the City Commission, this 18th day of October, 2022.

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



BOUNDARY SURVEY
FOR
VOLUSIA COUNTY PARK
AT
PLANTATION OAKS

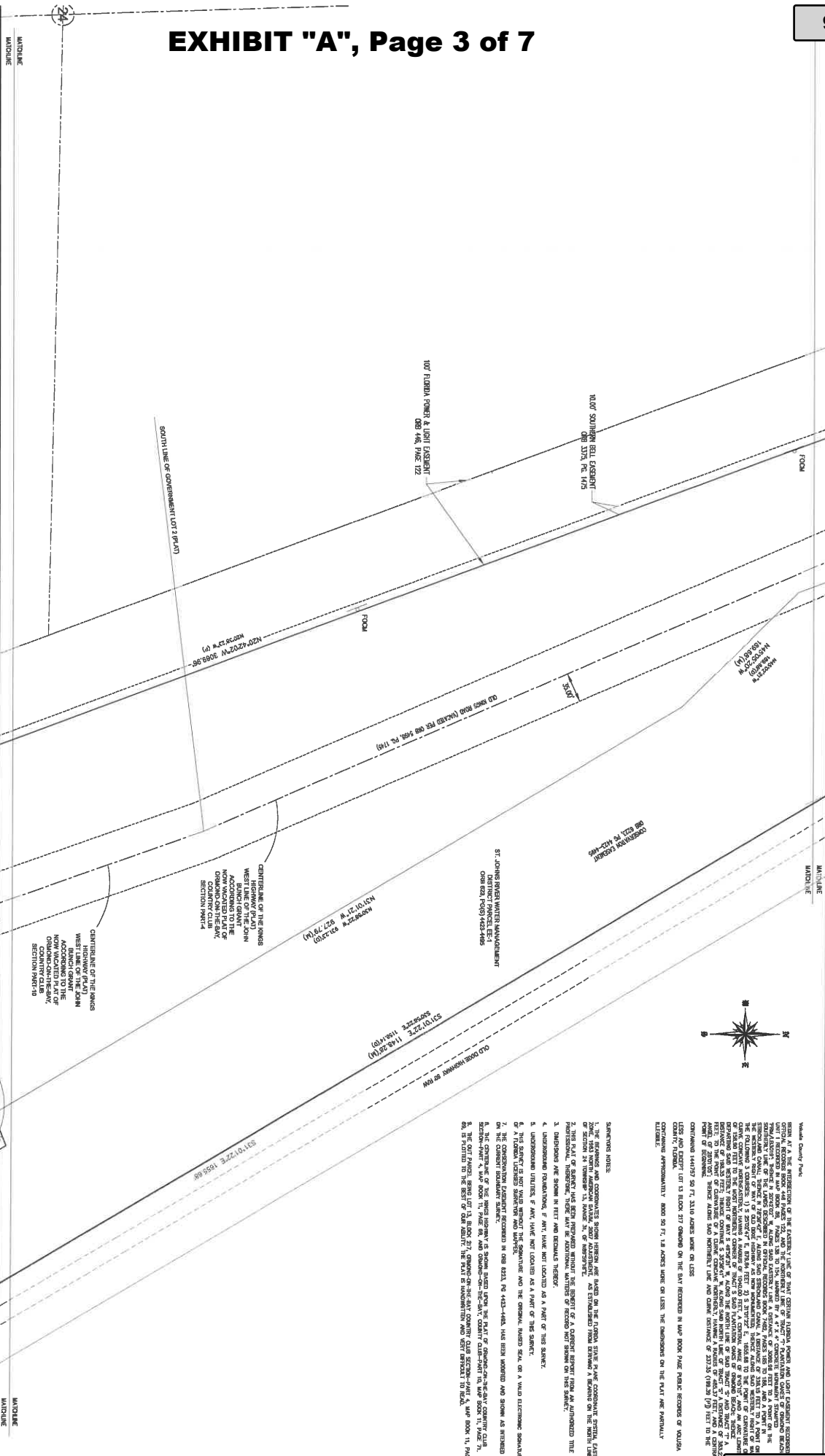
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VOLUISIA COUNTY PARK AT
PLANTATION OAKS
ORMOND BEACH, FL.

FOR: COUNTY OF VOLUISIA

JOB NO. 21-0753

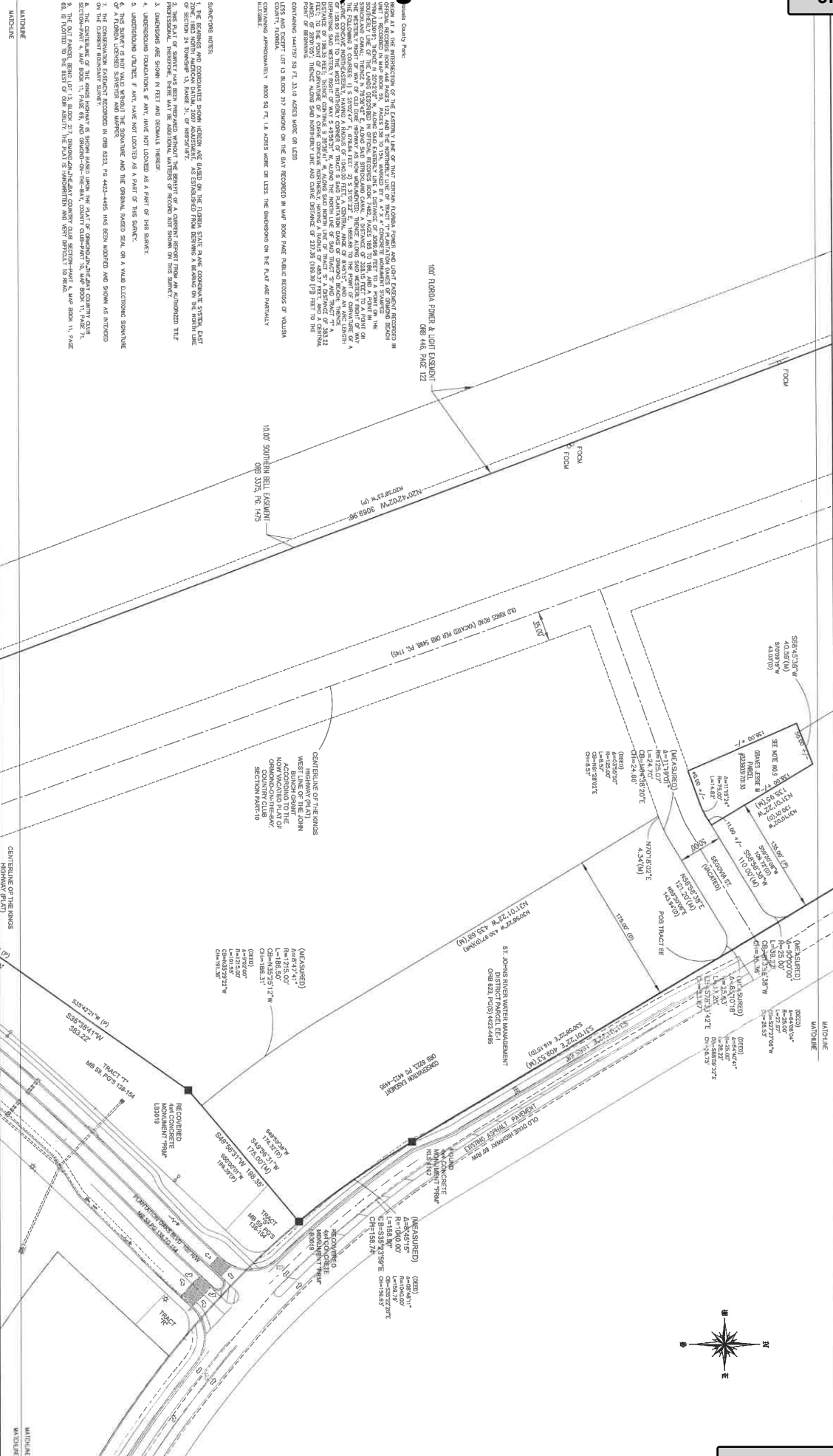
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SLINGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
10000 Highway 19, Suite 200
Ormond Beach, FL 32137
Phone: 386-686-1111
Fax: 386-686-1112
www.slsurveyors.com
License # 36000
For: COUNTY OF VOLUSIA
Volusia County Park at
Plantation Oaks
Ormond Beach, FL

[illegible]

BOUNDARY
SURVEY
SHEET 3 OF 5

EXHIBIT "A", Page 4 of 7

[illegible]

Packet Pg. 384

[illegible]

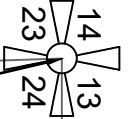
COUNTY, FLORIDA.

COUNTY, FLORIDA.

[illegible][illegible]

SHEET 5 OF 6

EXHIBIT "A", Page 6 of 7



S89°57'37"E
530.94'
POINT OF COMMENCEMENT
NW CORNER SECTION 24,
TOWNSHIP 13 SOUTH,
RANGE 31 EAST
FOUND 4"x4" CM (NO ID)

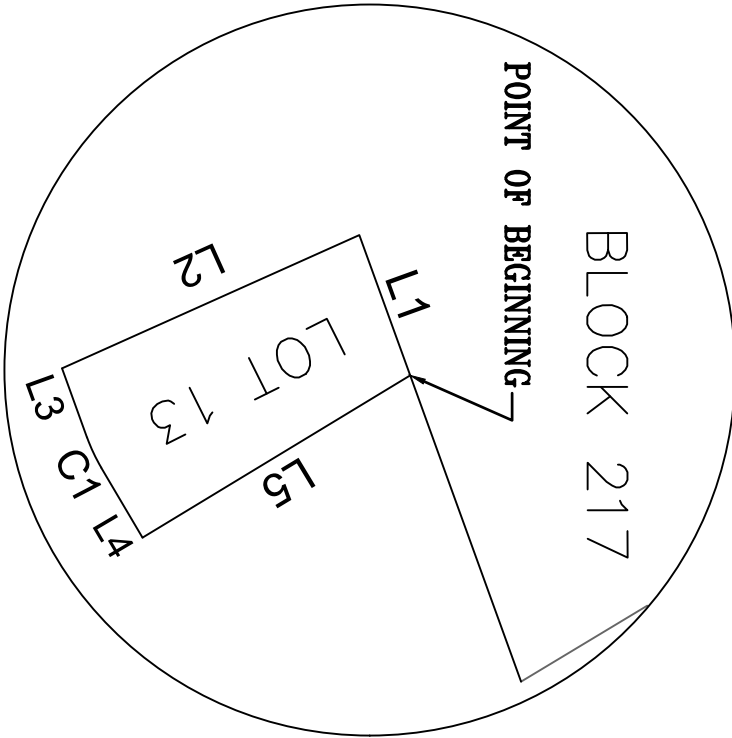
S39°18'33"E
970.33'

S79°15'13"E
1984.77'

N78°39'47"E
641.29'

S24°59'47"E
879.74'

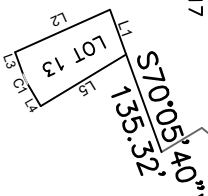
OLD DIXIE HIGHWAY (80' PUBLIC R/W)
S30°58'22"E
1067.22'



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

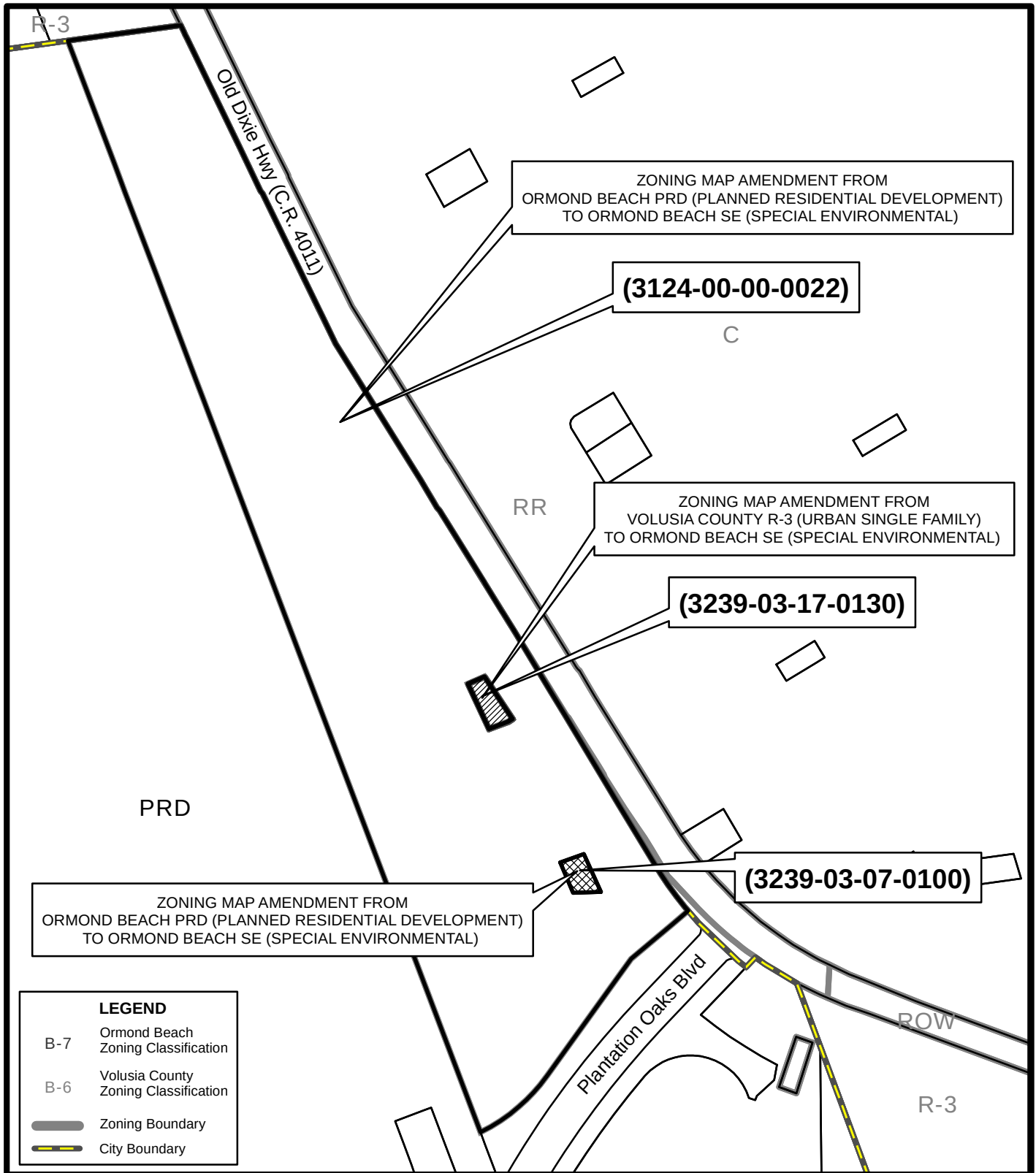
City of Ormond Beach		DATE: 06/23/2022	PROJECT NO.:
Engineering Division		SCALE: N.T.S.	FILE NAME:
DRAWN BY: CO		SHEET: 2 OF 2	

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:

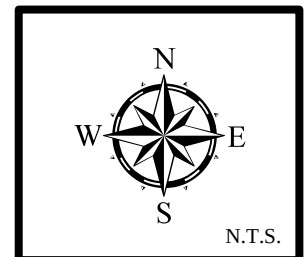
FROM A POINT OF COMMENCEMENT, SAID POINT BEING THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S89°57'37"E ALONG THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE 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

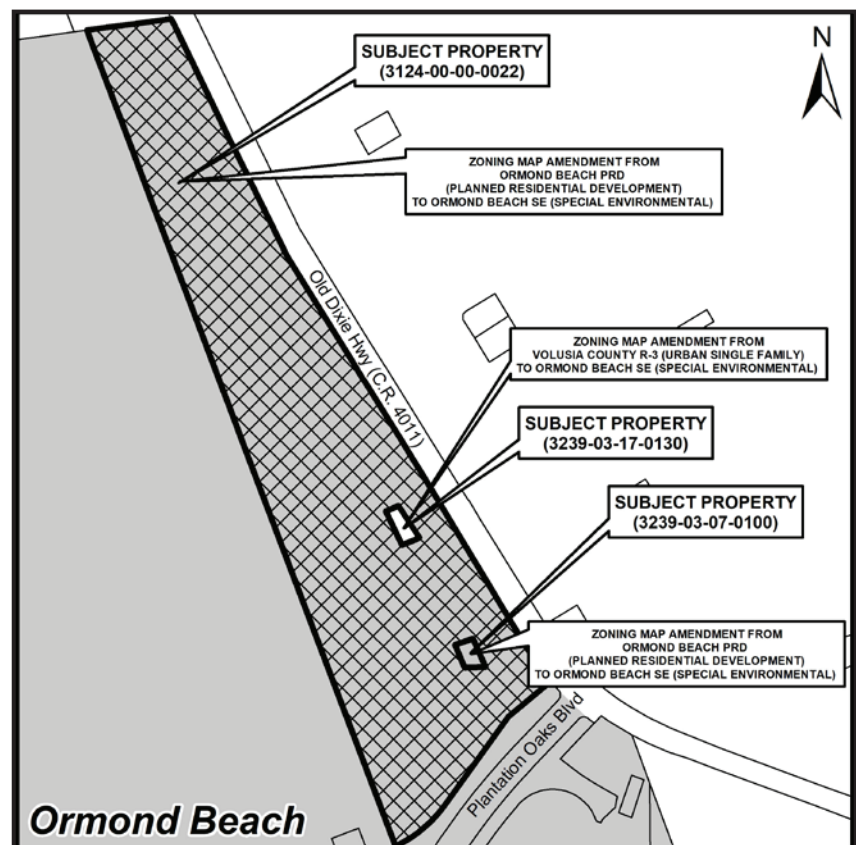
NUMBER: RZ 2022-058

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.org comdev@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 P. 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:

9.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

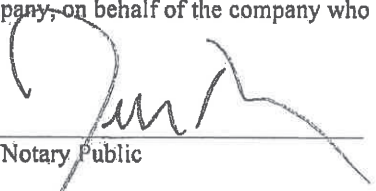
PLANTATION OAKS OF ORMOND BEACH, LLC,
a Florida limited liability company

By:

Parker K. Mynchenberg, Manager

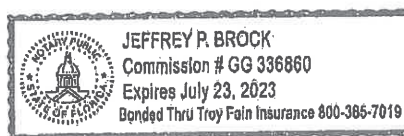
STATE OF FLORIDA
COUNTY OF VOLUSIA

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.

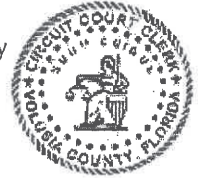
Description of lands:

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

CERTIFICATE NO. 7860-14

CERTIFICATE OF MAILING

I, LAURA E. ROTH, Clerk of the Circuit Court in and for the State and County aforesaid, do hereby certify that on 17TH of DECEMBER AD, 2021, I mailed a copy of the attached Notice of Application for Tax Deed, addressed to:

✕ JESSIE M GRAVES at C/O RECHARD HADDAWAY, PO BOX 2890, SALISBURY MD 21802

JESSIE M GRAVES ESTATE at C/O RECHARD HADDAWAY, PO BOX 2890, SALISBURY MD 21802

Witness my hand and official seal this 17TH of DECEMBER, 2021

THE HOLDER OF THIS TAX CERTIFICATE APPLIED FOR TAX DEED SALE. PER FLORIDA STATUTE §197.512, THE CERTIFICATE OF MAILING AND PROOF OF PUBLICATION ARE BEING RECORDED IN THE PUBLIC RECORD.



LAURA E. ROTH
CLERK OF THE CIRCUIT COURT

By: A Letter
A LETTER
Deputy Clerk

NOTICE OF APPLICATION
FOR TAX DEED

NOTICE IS HEREBY GIVEN, that LAURENCE ENTERPRISES INC, the holder of the following certificate has filed said certificate for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the names in which it was assessed are as follows:

Certificate No. 7860-14
Year of Issuance JUNE 1, 2014
Description of Property Parcel #2394520138 LOT 13 BLK 217 OAKCIND ON THE BAY
Name in which assessed: JESSIE M GRAVES ESTATE C/O RECHARD HADDAWAY

Said property being in the County of VOLUSIA, State of Florida. Unless such certificate shall be redeemed according to law the property described in said certificate shall be sold to the highest bidder at a public sale to be held on the 6TH day of FEBRUARY, 2022 at 9:00 O'CLOCK A.M.

Dated this 17TH day of DECEMBER, 2021.

LAURA E. ROTH
CLERK OF THE CIRCUIT COURT
By: A LETTER
Deputy Clerk

Attention: Persons with disabilities who need assistance in order to participate in this proceeding are notified as follows: you, to the provision of certain information. Please contact Administrative Services at 101 N. Alabama Avenue, Deland, FL 32724, (386) 823-5710, within seven (7) working days of this bid date. If you are hearing or voice impaired, call 711.

Dec. 30, 2021, Jan. 6, 13 & 20, 2022

The Beacon
PUBLISHED WEEKLY
State of Florida
COUNTY OF VOLUSIA SS

Before the undersigned authority personally appeared Barb Shepherd, who on oath says that Melodie is the Legal Advertising Representative of The Beacon, a weekly newspaper published at Deland, in Volusia County, Florida; that the attached copy of advertisement, being a Tax Deed

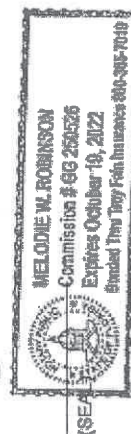
In the matter of Certificate #7860-14
Jessie M Graves Estate c/o Rechard Haddaway in the Circuit Court, was published in said newspaper, in the issue(s) of December 30, 2021, January 6, 13 & 20, 2022

Affiant further says that the said Beacon is a newspaper published at Deland, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida, each week and has been entered as second-class mail matter at the post office in Deland in said Volusia County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Barb Shepherd

Sworn to and subscribed before me this 20th day of January, 2022

Melodie W. Robinson





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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Volusia County Property Appraiser
 123 W. Indiana Ave., Rm. 102
 Deland, FL 32720
 Phone: (386) 736-5901 Web: vcpa.vcgov.org

parcel 2

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

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

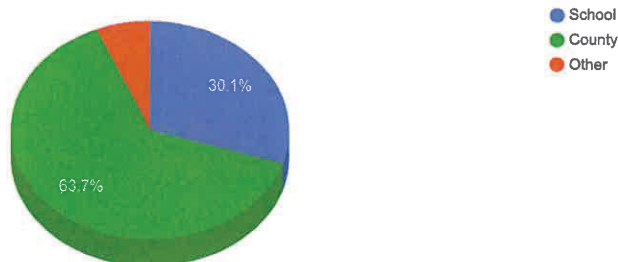
Values shown below are the 2022 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2021 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of 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:	Estimated Non-Ad Valorem Tax:
				\$35.13	\$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	\$968,000
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

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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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BOUNDARY SURVEY FOR VOLUSIA COUNTY PARK AT PLANTATION OAKS

SHEET 2

SHEET 3

SHEET 4

SHEET 5



Volusia County Park:
BEGIN AT THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN
OFFICIAL RECORDS BOOK 448, PAGES 124, AND THE NORTHERLY LINE OF TRACT 1 PLANTATION OAKS OF ORMOND BEACH
UNIT 1 RECORDED IN MAP BOOK 55, PAGES 138 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED
"P&A ADJUTANT" THENCE N 20°42'02" W, ALONG SAID EASTERLY LINE A DISTANCE OF 308.88 FEET TO A POINT ON THE
SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 742, PAGES 185 TO 186, AND A POINT IN
STIRCKLAND CANAL, THENCE N 70°36'42" E, ALONG SAID STIRCKLAND CANAL A DISTANCE OF 338.15 FEET TO A POINT ON
THE WESTERLY RIGHT OF WAY OF OLD DUNE HIGHWAY AS NOW INDICATED, THENCE ALONG SAID WESTERLY RIGHT OF WAY
THE FOLLOWING 3 COURSES: 1) S 20°42'47" E, 879.84 FEET 2) S 37°10'22" E, 1655.68 TO THE POINT OF CURVATURE OF A
CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 89°47'07", AND AN ARC LENGTH
OF 158.00 FEET TO THE MOST NORTHERLY CORNER OF TRACT 5 SAID PLANTATION OAKS OF ORMOND BEACH, THENCE
DEPARTING SAID WESTERLY RIGHT OF WAY S 48°36'17" W, ALONG THE NORTH LINE OF SAID TRACT OF TRACT 7
A DISTANCE OF 188.35 FEET, THENCE CONTINUE S 35°38'41" W, ALONG SAID NORTH LINE OF TRACT 7 A DISTANCE OF 343.22
FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 480.37 FEET, AND A CENTRAL
ANGLE OF 20°10'07", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (188.35 [P] 9) FEET TO THE
POINT OF BEGINNING.
CONTAINING 1441757 SQ 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 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY
BLUEBLED.

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 36 IN TOWNSHIP 13, RANGE 31, OF N89°58'18".
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 WATERS 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 GRID 8223, PG 4423-4449, 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 COUNTY CLUB
SECTION-PART 4, MAP BOOK 11, PAGE 69, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL, BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY COUNTY CLUB SECTION-PART 4, MAP BOOK 11, PAGE
69, IS PLUTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND	
● IRON ROD WITH CAP	○ GAS VALVE
○ IRON ROD	○ RUBY
○ IRON PIPE WITH CAP	○ SSV
○ IRON PIPE	○ HIR
○ RAIL & BOLT	○ HIR
○ 10" T/CUT IN CONCRETE	○ GAS METER
○ CONCRETE MONUMENT	○ TO TELEPHONE BOX
○ CONCRETE MONUMENT	○ TO METER
○ PERMANENT CONTROL POINT	○ TUB
○ SITE MONUMENT	○ TUB
○ FIRE MONUMENT	○ TUB
○ IRON ROD WITH CAP	○ GAS VALVE
○ IRON ROD	○ RUBY
○ IRON PIPE WITH CAP	○ SSV
○ IRON PIPE	○ HIR
○ RAIL & BOLT	○ HIR
○ 10" T/CUT IN CONCRETE	○ GAS METER
○ CONCRETE MONUMENT	○ TO TELEPHONE BOX
○ CONCRETE MONUMENT	○ TO METER
○ PERMANENT CONTROL POINT	○ TUB
○ SITE MONUMENT	○ TUB
○ FIRE MONUMENT	○ TUB

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 & ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPOSE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. UNLESS 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-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS - TREE LEGEND	
CP CAMPION TREE	SD SUGARMERRY TREE
MP MAPLE TREE	CD CEDAR TREE
SYC SYCAMORE TREE	EM ELM TREE
OK OAK TREE	CT CITRUS TREE
SG SWEET GUM TREE	PT PINE TREE
HK HICKORY TREE	PM PALM TREE
CB CHINAERRY TREE	HY HOLLY

FOR: COUNTY OF VOLUSIA
SCALE: 1"=200'
SHEET 1 OF 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1001 W. 10th Ave.
PORT ORANGE, FL 32127
(407) 761-2400
www.sligerandassociates.com
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FOR: COUNTY OF VOLUSIA
DEPT. FILED/DEPT. FILED
PAGE(S) 11, 12, 13, 25
SHEET 1 OF 5

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
HEREIN INDICATED LISTED BELOW ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER
ENTITY OR INDIVIDUAL, INDIVIDUALLY.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
BOUNDARY SURVEY	COUNTY OF VOLUSIA	21-0753	21-0753

NOT CERTIFIED TO ANY ENTITY AND/OR INDIVIDUAL
OTHER THAN THOSE LISTED ABOVE.

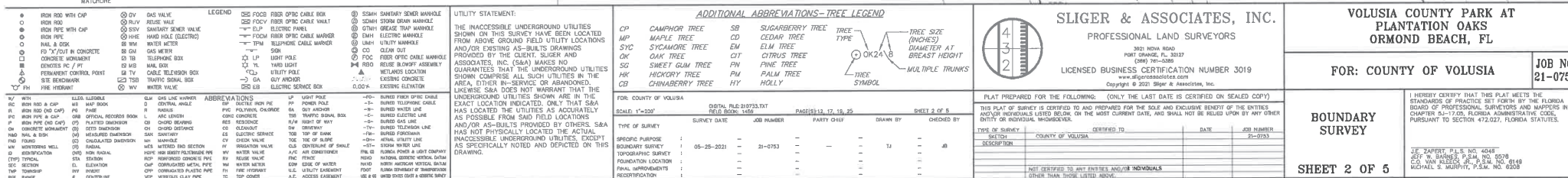
VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL

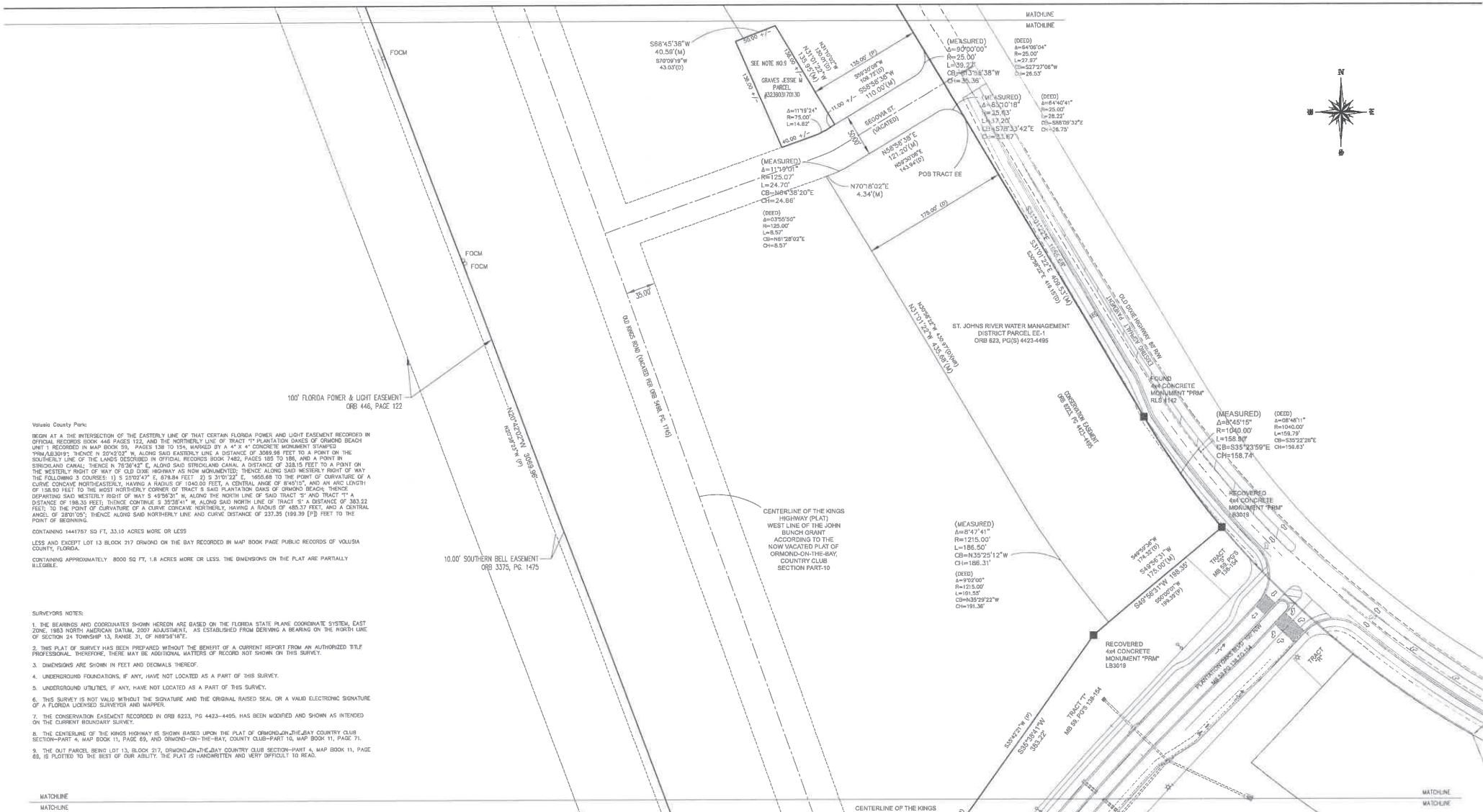
FOR: COUNTY OF VOLUSIA
JOB NO. 21-0753

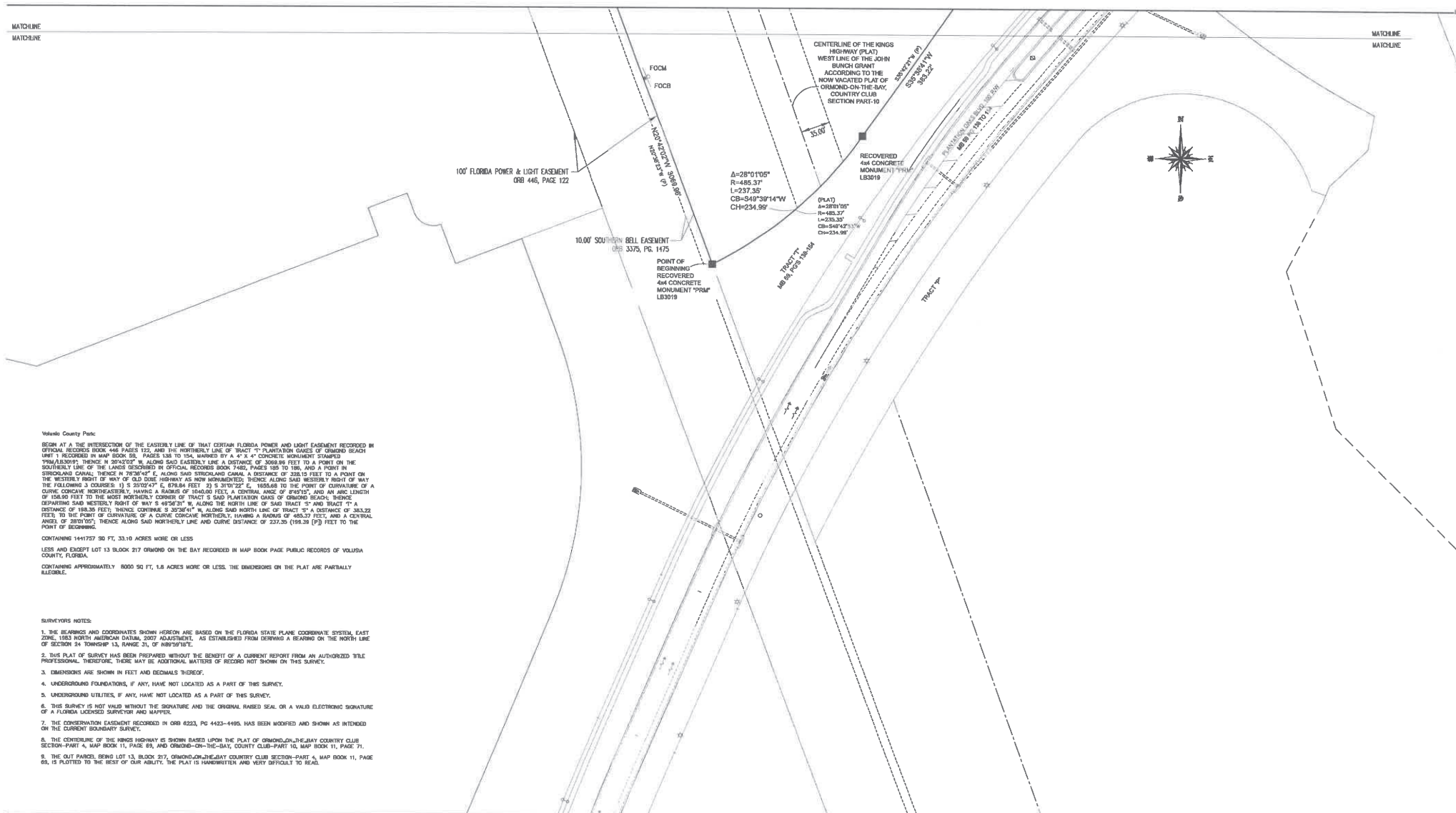
BOUNDARY SURVEY
SHEET 1 OF 5

I, **JEFFREY W. BARNES**, a duly licensed Professional Land Surveyor in the State of Florida, do hereby certify that this plat meets the standards of practice set forth by the Florida Board of Professional Surveyors and Mapmakers, Chapter 46-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

JEFFREY W. BARNES
F.L.S. No. 4546
Exp. Date 12/31/2024
C. VAN KLEEVE, JR., P.E., No. 6149
MICHAEL S. MURPHY, P.E., No. 6200



[illegible]

MATCHLINE
MATCHLINE

FROM A AT THE INTERSECTION OF THE EASTERNLY LINE OF TRACT 347 (PART OF LANDS AND LIGHT EASEMENT RECEIVED BY ORIGINAL RECORDS BOOK 448 PAGES 122, AND THE NORTHERLY LINE OF TRACT "T" PLANTATION DATES OF GRONING BECAUSE UNIT 1 RECEIPTS IN MAP BOOK 146, PAGES 138 TO 154, MAKING A 4' X 4' CONCRETE MONUMENT STATIONED 100.00 FEET FROM THE WESTERNLY LINE OF TRACT 347, AND THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN ORIGINAL RECORDS BOOK 7482, PAGES 105 TO 106, AND A POINT IN THE SOUTHERLY LINE OF TRACT 347, BEING 100.00 FEET FROM THE WESTERNLY LINE OF TRACT 347, AND 32.15 FEET TO THE WESTERNLY RIGHT OF WAY OF OLD DODD HIGHWAY AS HEREIN DEMONSTRATED, THERE ALONG THE RIGHT OF WAY OF THE FOLLOWING 3 COURSES: 1) 0.2020' E, 0.6784' E, 2) 31.0122' E, 165.654' to the POINT OF CURVATURE OF A 100.00' RADIUS CURVE BEING 100.00 FEET FROM THE WESTERNLY LINE OF TRACT 347, AND 15.80 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION DATES OF GRONING BECAUSE; THERE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°52'31" E, ALONG THE NORTH LINE OF SAID TRACT "T" AND TRACT "A" TO THE POINT OF CURVATURE OF A 100.00' RADIUS CURVE BEING 100.00 FEET FROM THE WESTERNLY LINE OF TRACT 347, AND 32.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 465.72 FEET, AND A CENTRAL ANGLE OF 203°01'05", THERE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE 223.05 (168.92) FT FEET TO THE

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND ON THE BAY RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSHA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY
 ALLEGED.

3. 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 THE PLAT.

4. 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.

5. DIMENSIONS ARE SHOWN IN FEET AND DIMIALS THEREOF.

6. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.

7. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.

8. 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.

9. THE CONVEYANCE EASEMENT RECORDED IN ORB 0223, PAGE 4423-4439, HAS BEEN MODIFIED AND SHOWN AS INTENDED BY THE PARTIES.

10. THE CENTERLINE OF THE RINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORGANO-INHANEY COUNTY CLUB SECTION-PAAT, A MAP BOOK 11, PAGE 85, AND ORGANO-IN-THE-BAY, COUNTY CLUB-PAAT, A MAP BOOK 11, PAGE 71.

11. THE OUTLIER BEING LOT 13, BLOCK 27, ORGANO-INHANEY COUNTY CLUB SECTION-PAAT, A MAP BOOK 11, PAGE 85, IS NOT PART OF THIS SURVEY.

12. THE CENTERLINE OF THE RINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORGANO-INHANEY COUNTY CLUB SECTION-PAAT, A MAP BOOK 11, PAGE 85, AND ORGANO-IN-THE-BAY, COUNTY CLUB-PAAT, A MAP BOOK 11, PAGE 71.

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TREE	PN	PINE TREE	
TREE	PM	PALM TREE	
TREE	HY	HOLLY	

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FIELD BOOK: 1450
SURVEY DATE      JOB NUMBER
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05-25-2021      --
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SHEET 5 OF 5	
DRAWN BY	CHECKED
TJ	JG

OR THE FOLLOWING: (ONLY
IS CERTIFIED TO AND PREPARED
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WHOMSOEVER,
CERTIFIED TO
COUNTY OF VOLusia
CERTIFIED TO ANY ENTITY AND

D ON SEALED COPY)	
CONFIDENT OF THE ENTITIES RECEIVED UPON BY ANY OTHER	
NAME	JOB NUMBER
	21-0763

I HEREBY CERTIFY THAT THE ABOVE NAMED CANDIDATE HAS MET THE STANDARDS OF PRACTICE SET BY THE BOARD OF PROFESSIONAL ENGINEERS, CHAPTER 5J-17.05, PURSUANT TO SECTION 17.05.

J.E. ZAPERT, P.E.
JEFF W. BARNES, P.E.
C.O. VAN KLEECK, J.E.

WHAT THIS PLAY MEETS THE
PRICE SET FORTH BY THE FLORIDA
SCHOOL SURVEYORS AND MAPPER
FLORIDA ADMINISTRATIVE CODE
ON 472.027, FLORIDA STATUTE

PROFESSIONAL LAND SURVEYORS

PORT ORANGE, FL. 32127
(386) 791-5105

www.sfigerzasocietate.com

THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

AND BELOW, ON THE NEXT CURRENT DATE, AND SHALL NOT BE REDED UPON BY ANY OTHER
WHOMSOEVER,

NTY OF VOLUNTA		21-0753
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[illegible]

1000

Packet Pg. 413

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)

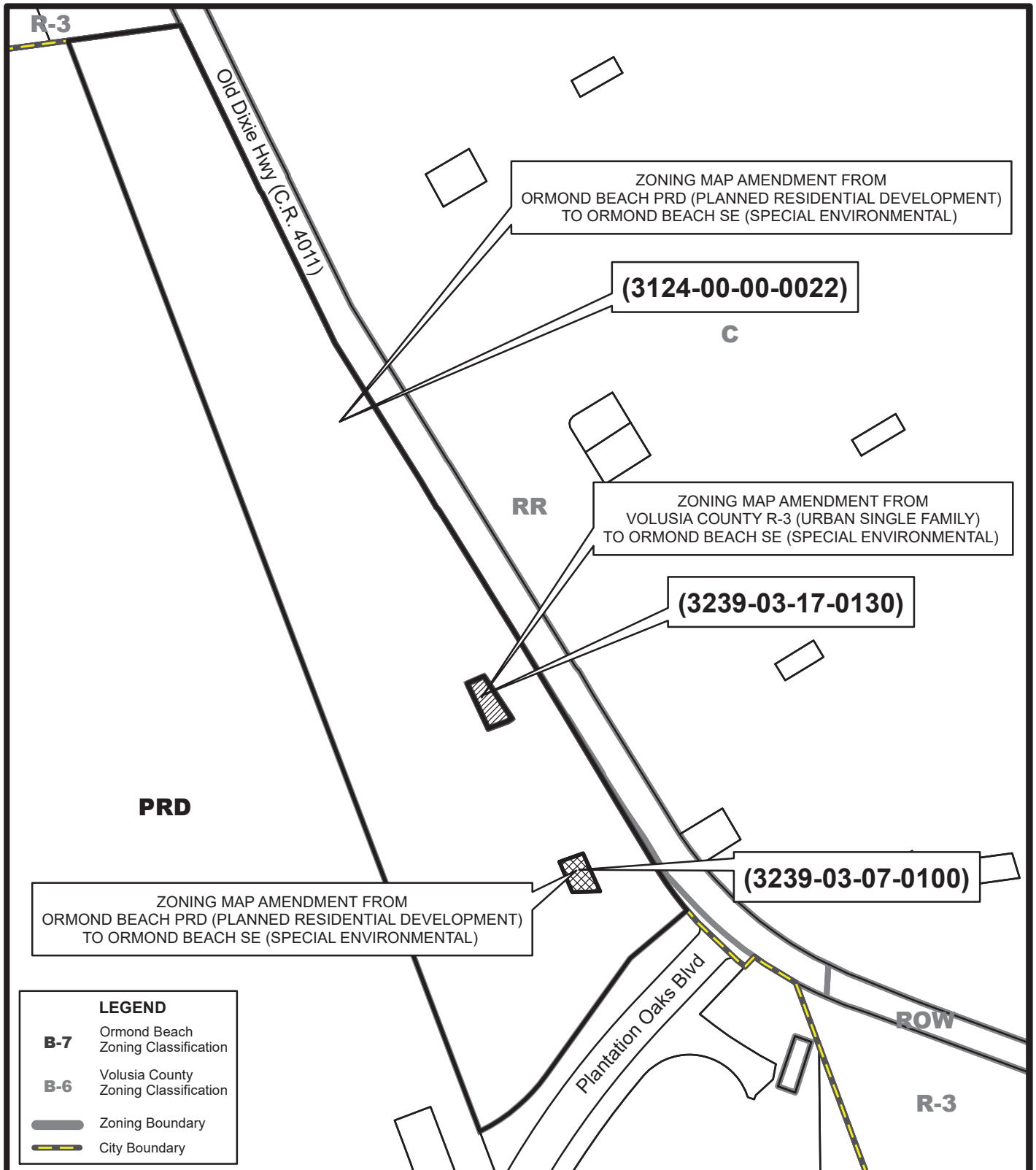
Fax: [386.676.3361](tel:386.676.3361)

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

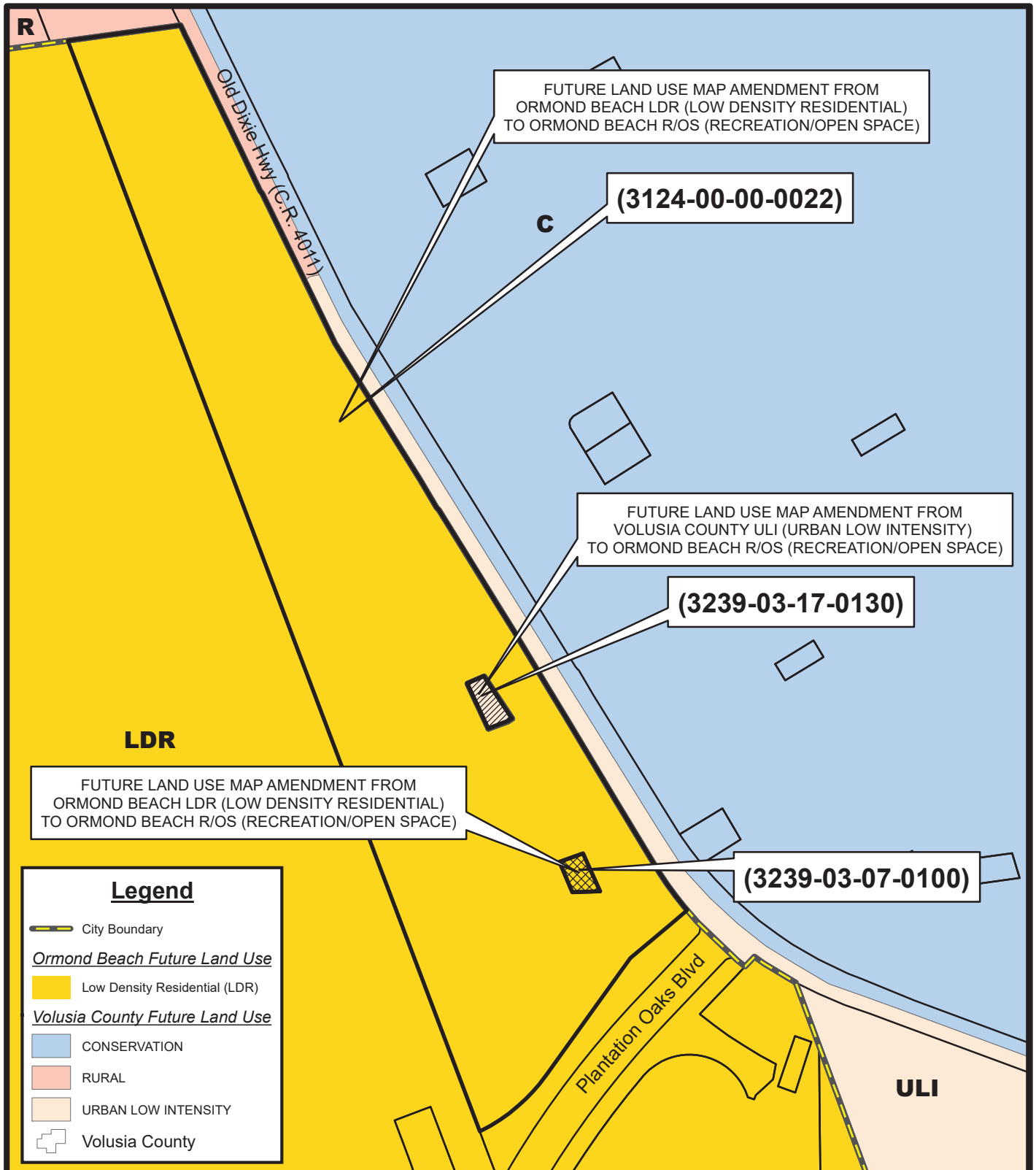
Zoning, Land Use, Location
and Aerial maps



ZONING MAP
(3124-00-00-0022)
& (3239-03-17-0130) & (3239-03-07-0100)

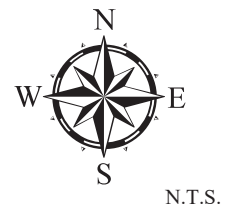
Prepared By: The City of Ormond Beach
 G.I.S. Department - July 19, 2022

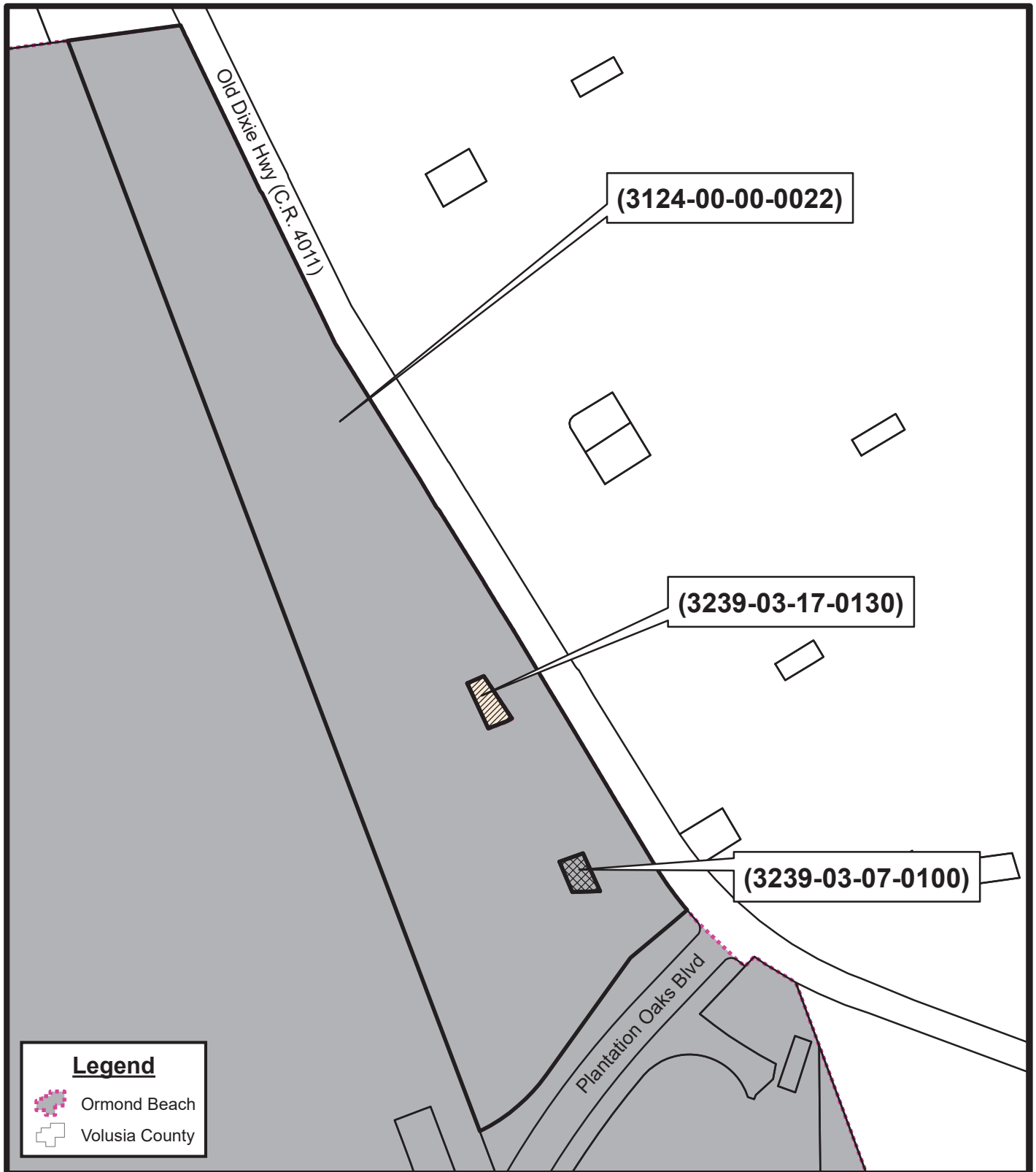




FUTURE LAND USE MAP
(3124-00-00-0022)
& (3239-03-17-0130) & (3239-03-07-0100)

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)

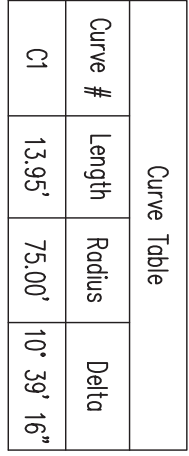
Prepared By: The City of Ormond Beach
 G.I.S. Department - July 19, 2022



ATTACHMENT 3

Sketch and legal
description of Volusia
County parcel number
3239-03-17-0130

Page 1 of 2



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)

DISTRICT AND GENERAL REGULATIONS

§ 2-07

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: November 1, 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.

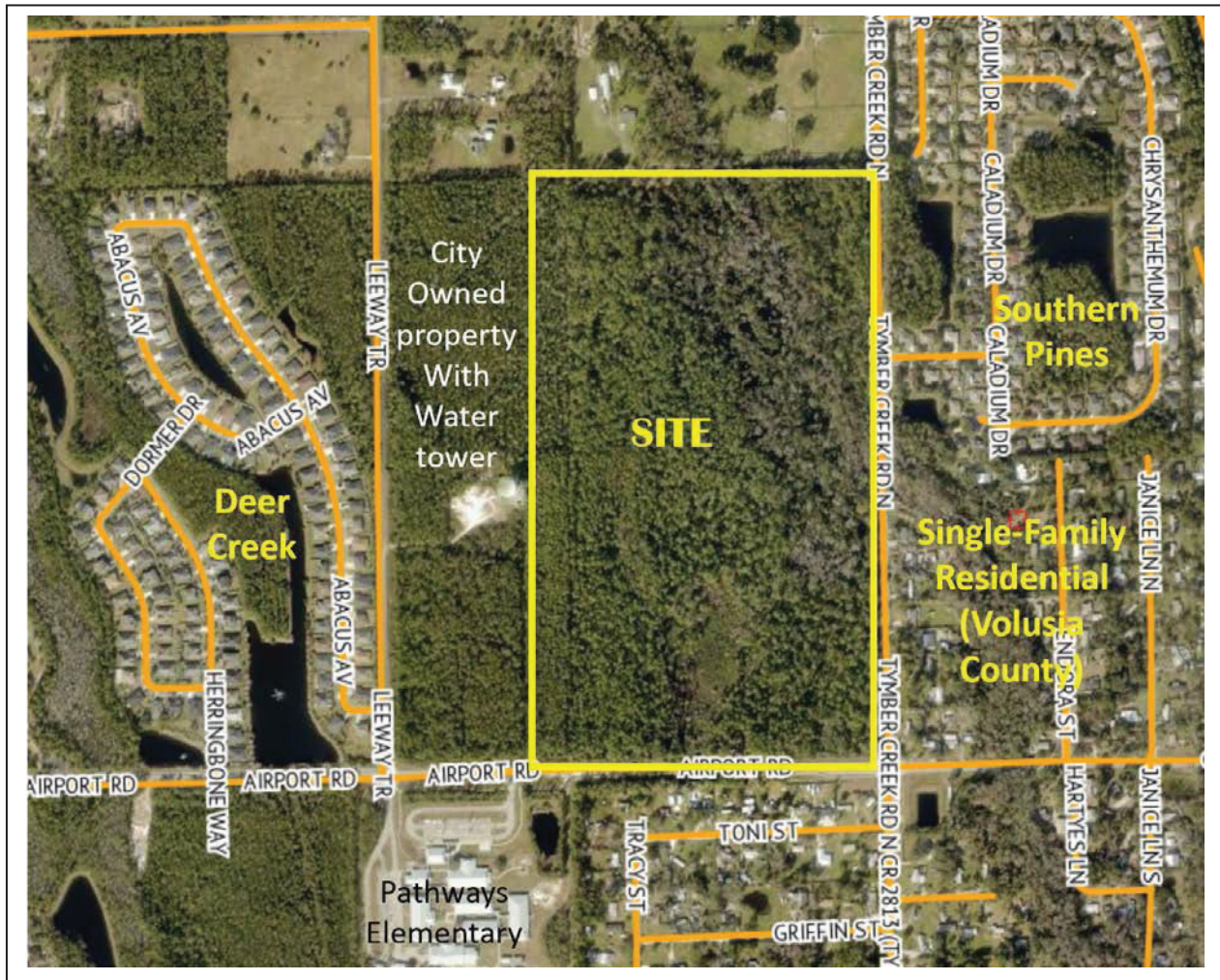
The following is a summary of the past development review and approval for the 84.14 acres included in the proposed Tattersall at Tymber Creek subdivision:

- ❖ 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.

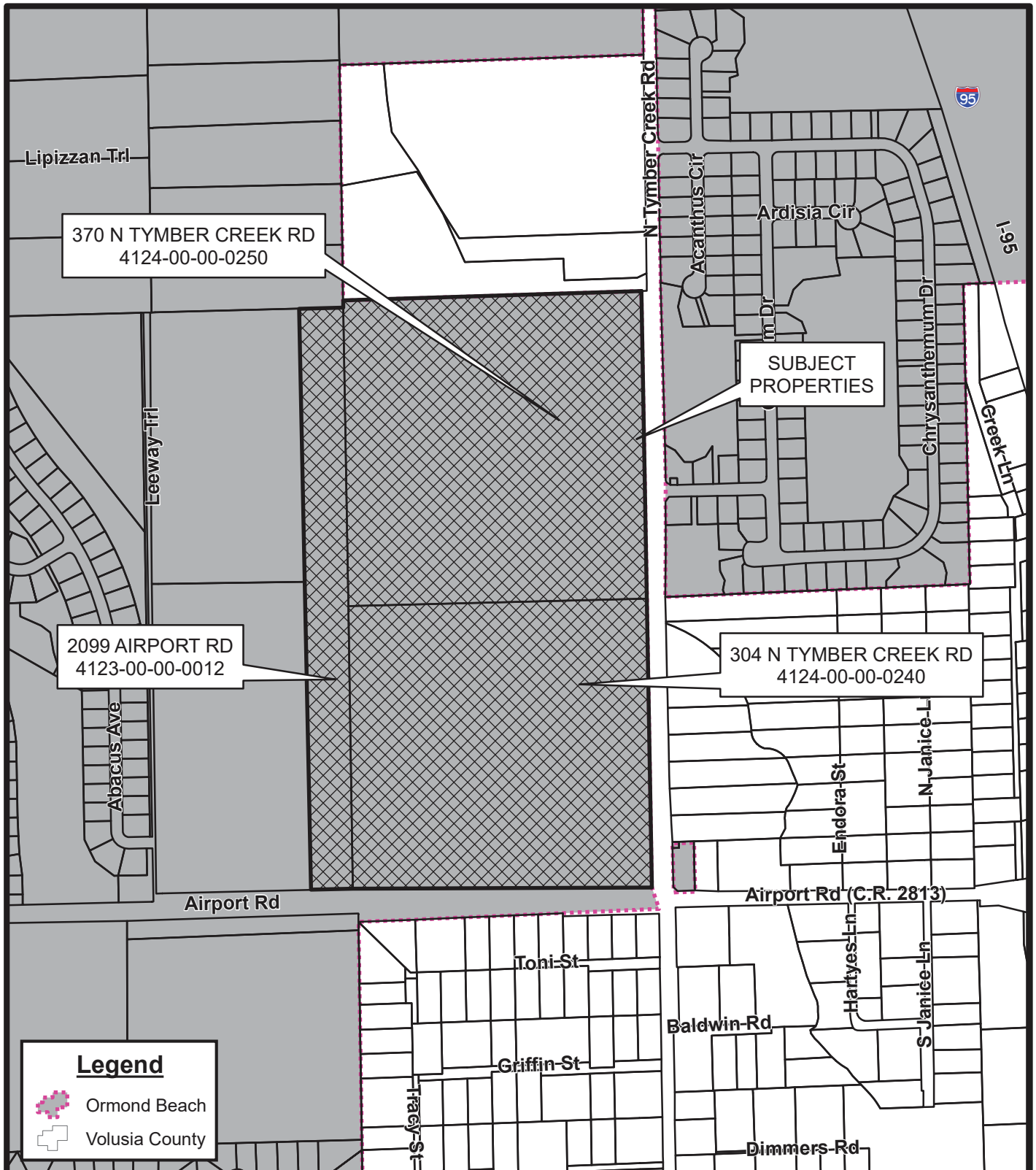
If there is a decision to deny the project, in order to ensure that the property has a zoning designation, city staff would administratively process a zoning amendment to SR, Suburban Residential.

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

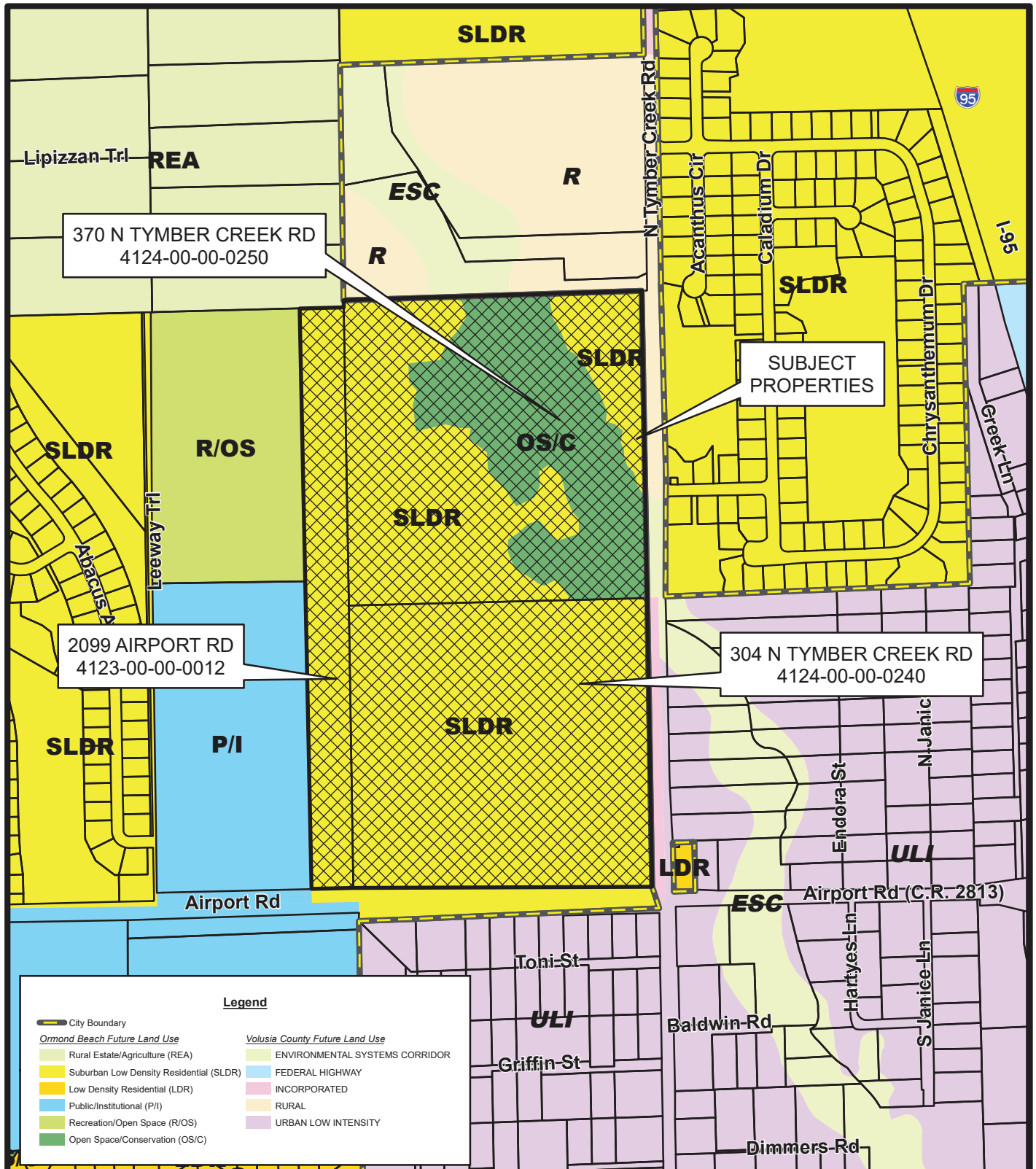


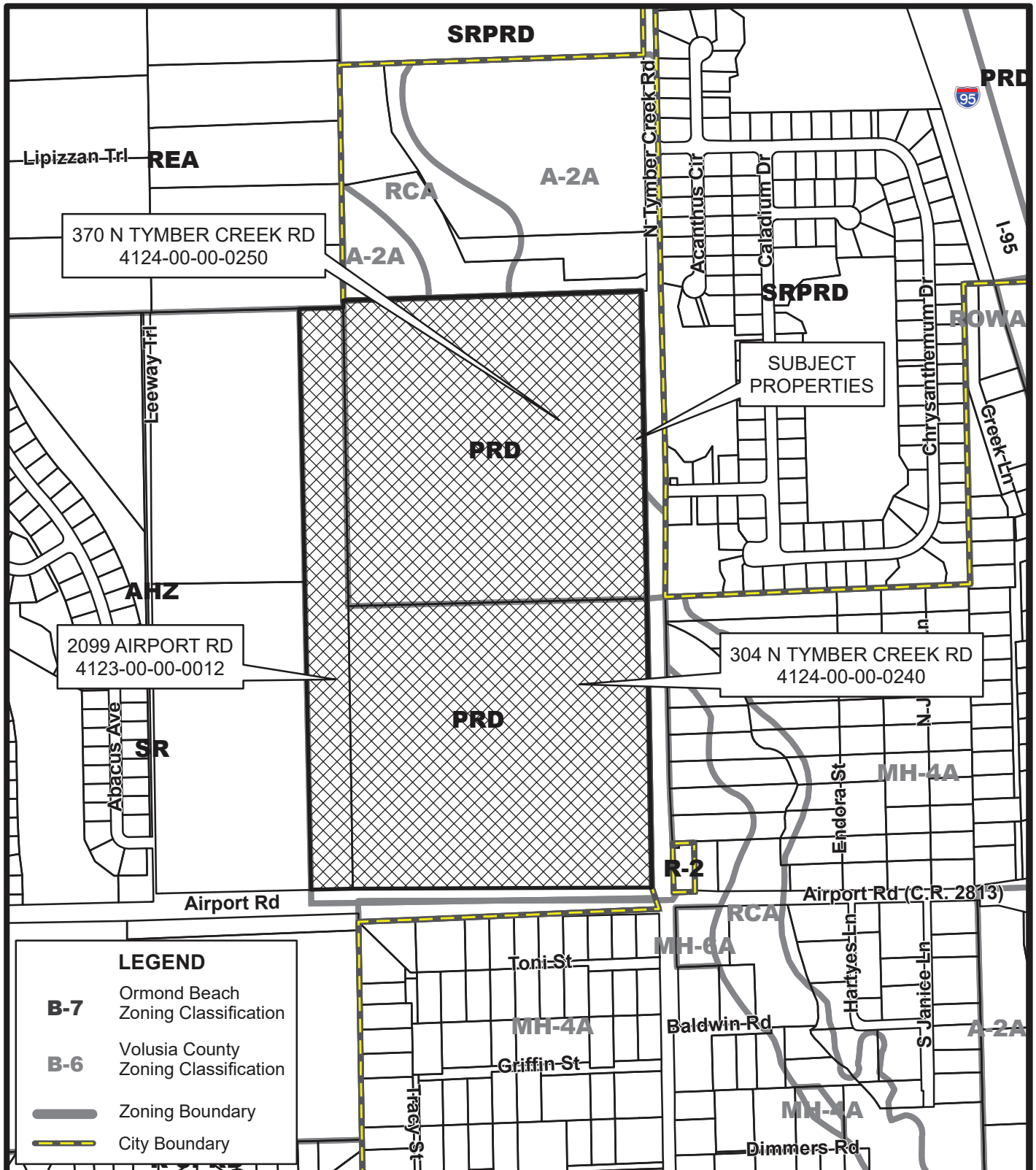


**AERIAL MAP
TATTERSALL AT TYMBER CREEK
304 N TYMBER CREEK RD, 370 N TYMBER CREEK RD
AND 2099 AIRPORT RD**

Prepared By: The City of Ormond Beach
G.I.S. Department - October 15, 2021





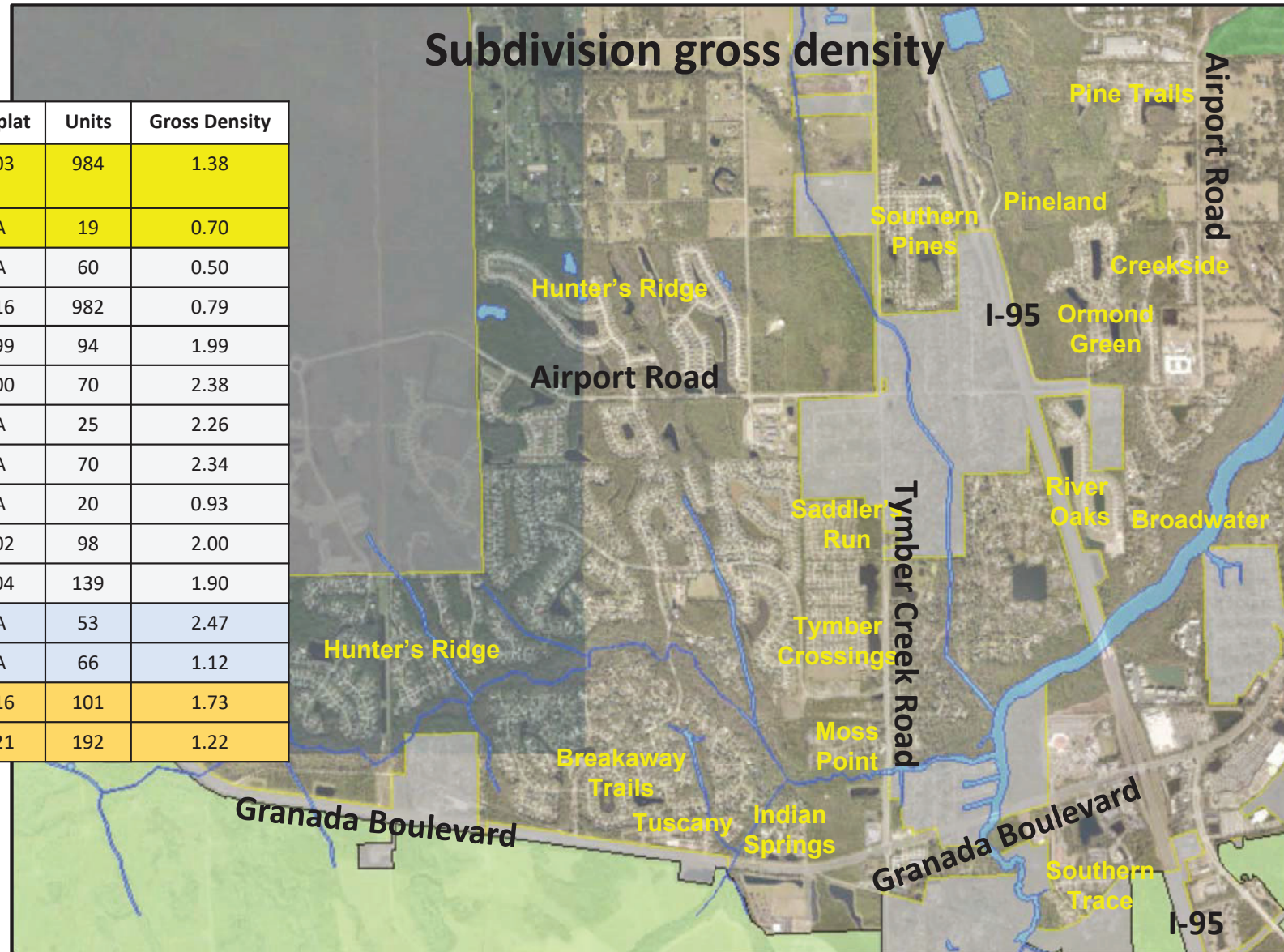


Tattersall at Tymber Creek aerial map



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
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



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

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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

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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Appendix A – Exhibits

- Location Map
- Aerial Map
- USGS Quadrangle Map
- Soils Map
- Habitat Map
- Wetland Map
- Wetland Impact Map
- WOTUS Map
- OFW Map
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- UMAM Table 1
- IPAC Resource List
- FWC Comments
- 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>Rhapidophyllum 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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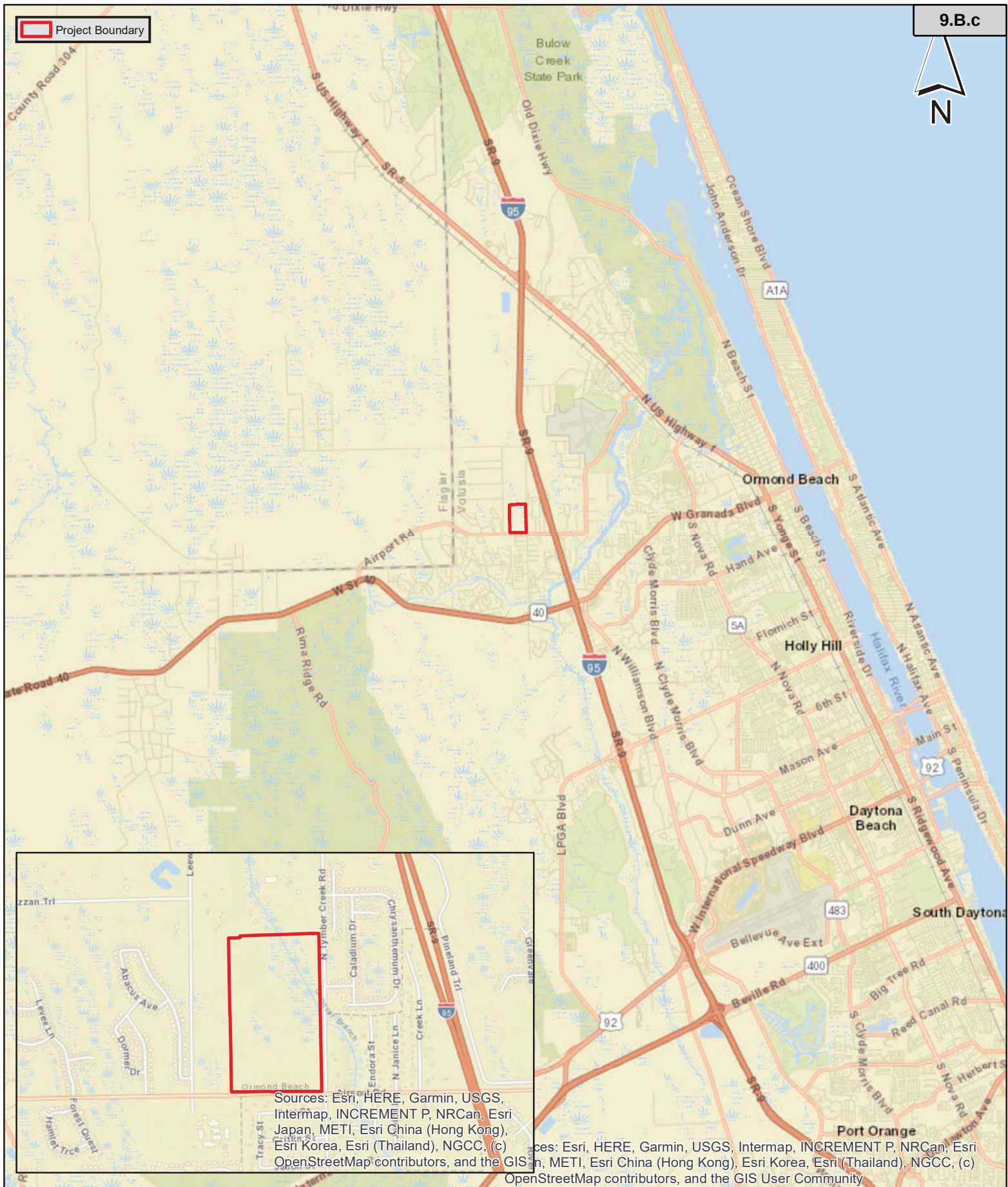
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Appendix A

Exhibits



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9,900 4,950 0 9,900 Feet

Location Map Tattersall at Tymber Creek Volusia County, Florida



300 Interchange Blvd
Ormond Beach, FL 32174

ph Packet Pg. 504

Legend

 Project Boundary

9.B.c



LEEWAY TR

ACANTHUS CIR

CALADIUM DR

CROSS VINE DR

CHRYSANTHEMUM DR

TYMBER CREEK RD N

AIRPORT RD

CR-2813 (AIRPORT RD)

TONI ST

TRACY ST

3 (TYMBER CREEK RD N)

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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Aerial Map Tattersall at Tymber Creek Ormond Beach, Florida

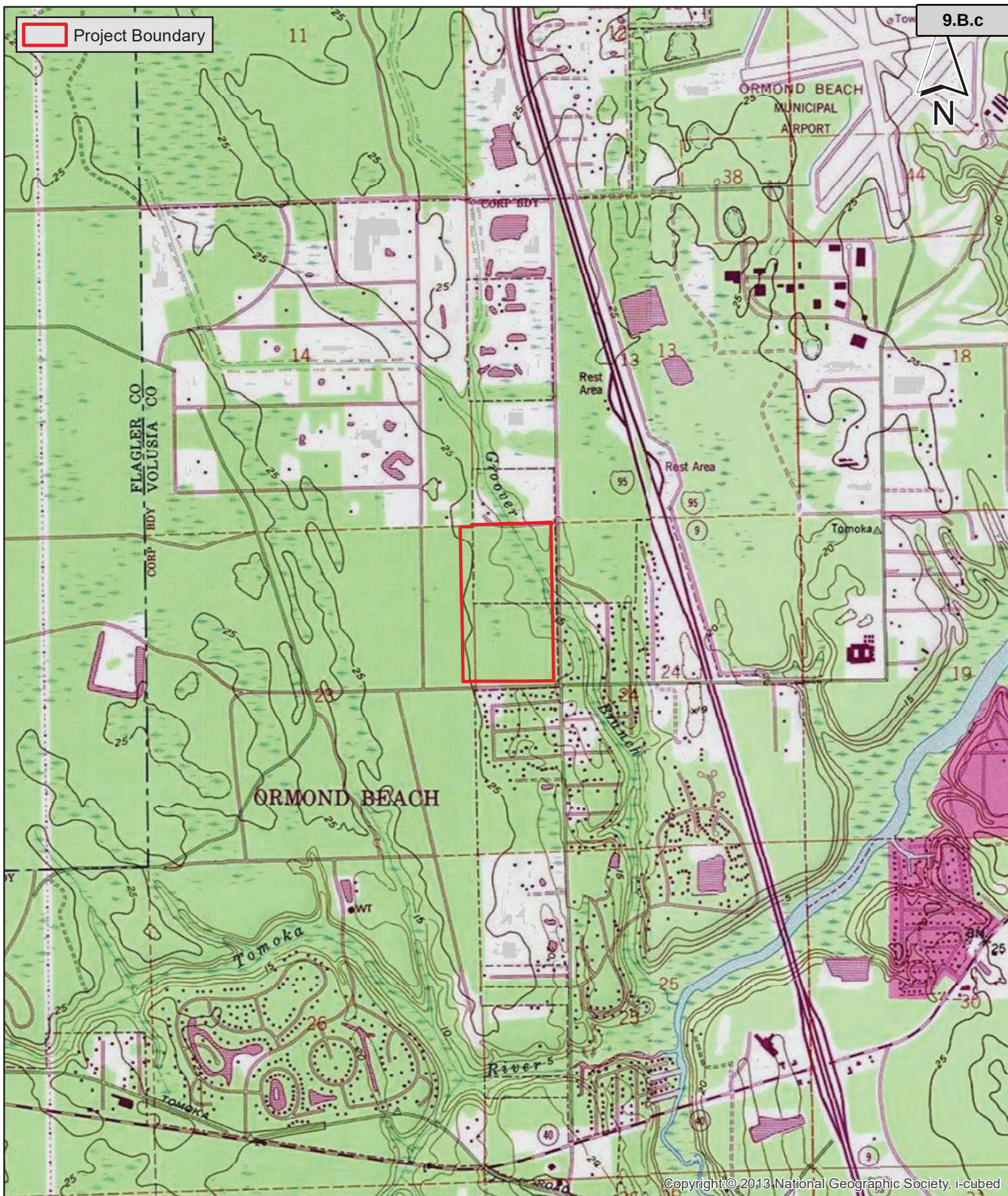


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Project Boundary

9.B.c



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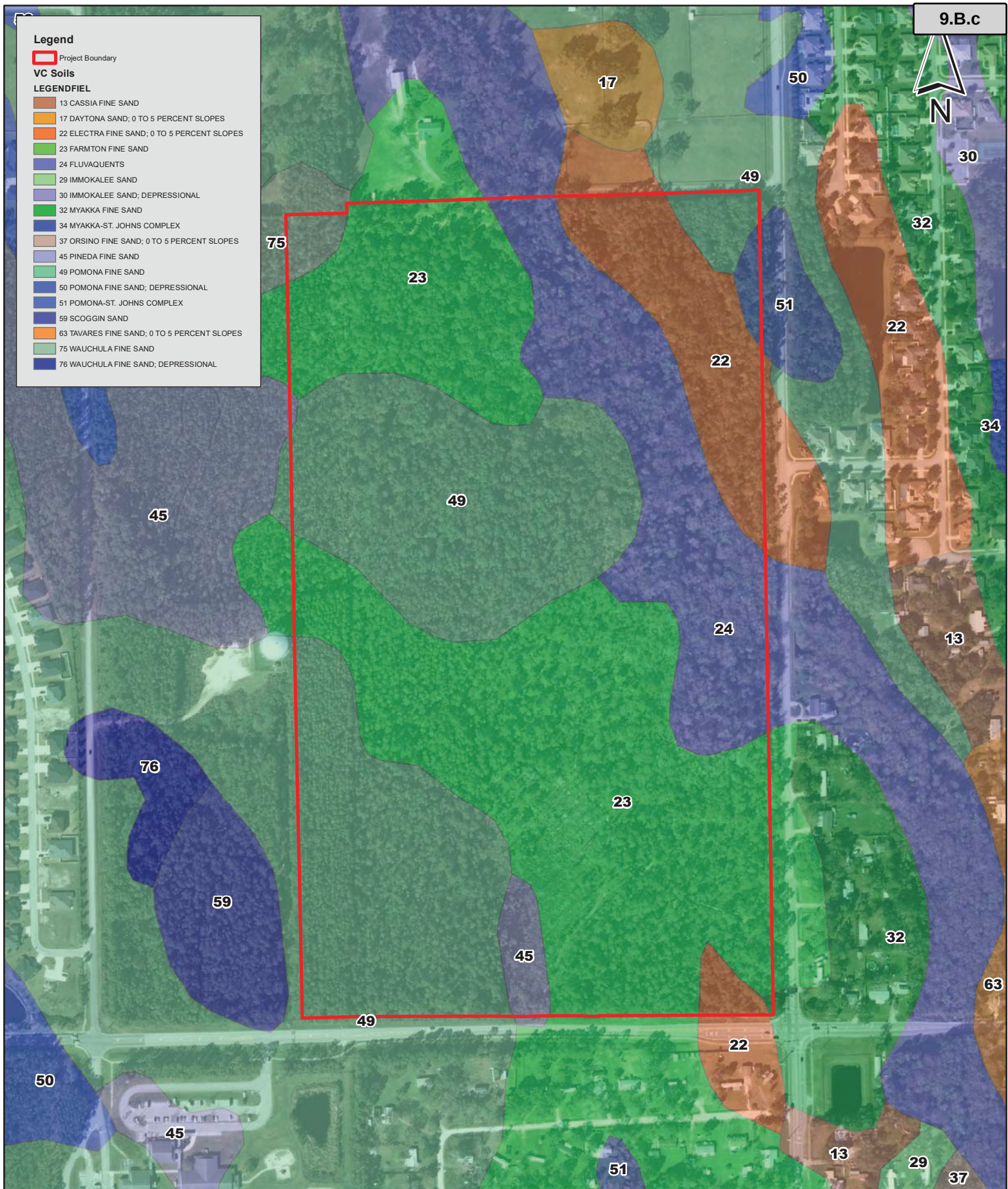
USGS = U.S. Geological Survey

USGS Quadrangle Map
Tattersall at Tymber Creek
Ormond Beach, Florida

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Soils Map Tattersall at Tymber Creek Ormond Beach, Florida



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Packet Pg. 507

Date Saved: 10/6/2021 Created by: amuldowney
Path: Z:\PROJECTS\2021\21021\Soils Map.mxd



Project Boundary

Habitat Type

410 - Upland Coniferous Forest

441 - Coniferous Plantations

625 - Hydric Pine Flatwoods

627 - Slash Pine Swamp Forest

9.B.c



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Info:
Date Saved: 6/30/2022 Created by: mtatum
Path: Z:\PROJECTS\2021\21021\Habitat Map.mxd

Habitat Map

Tattersall at Tymber Creek

Ormond Beach, Florida

360 180 0 360 Feet

300 Interchange Blvd
Ormond Beach, FL 32174
ph

Packet Pg. 508

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



300 Interchange Blvd
 Ormond Beach, FL 32174

ph 386-6

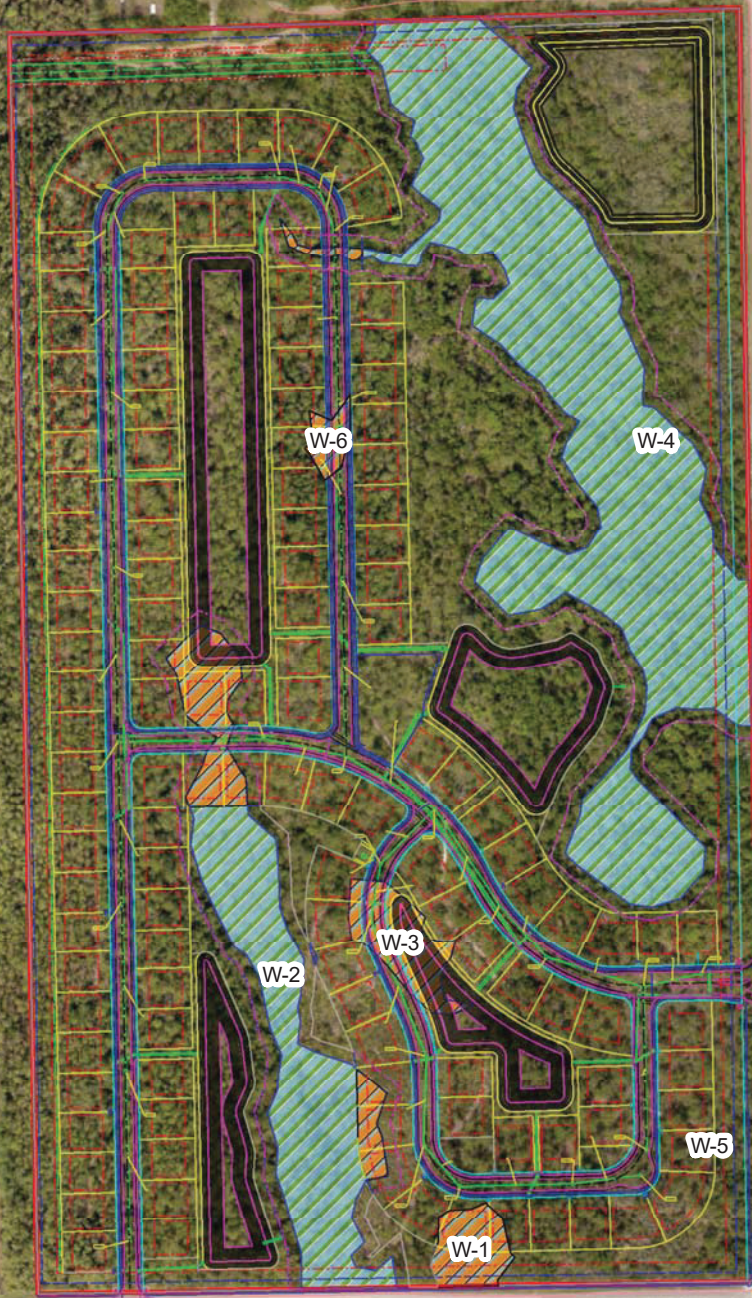
Packet Pg. 509

Date Saved: 6/30/2022 Created by: mtatum
 Path: Z:\PROJECTS\2021\21021\New Wetlands Map.mxd

400 200 0 400 Feet

**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



300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6

Date Saved: 8/12/2022 Created by: mtatum
Path: Z:\PROJECTS\2021\21021\Wetland Impact Map.mxd

400 200 0 400 Feet

Legend**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 broke at wetland flag 97 to 113.

W-6

W-4

W-2

W-3

W-5

W-1

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



300 Interchange Blvd
Ormond Beach, FL 32174

ph 386-6

Packet Pg. 511

Date Saved: 7/11/2022 Created by: mtatum
Path: Z:\PROJECTS\2021\21021\WOTUS Map.mxd

300 150 0 300 Feet

Legend**OFW Wetlands**

- No
- Yes
- Project Boundary

Field verified by FDEP staff to be upland cut from wetland flag 97 to 113.

W-6

W-4

W-2

W-3

W-5

W-1

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



300 Interchange Blvd
Ormond Beach, FL 32174

ph 386-6

Packet Pg. 512

Date Saved: 7/11/2022 Created by: mtatum
Path: Z:\PROJECTS\2021\21021\OFW Map.mxd

300 150 0 300 Feet

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



FEMA Flood Map

Tattersall at Tymber Creek

Ormond Beach, Florida

Date Saved: 10/6/2021 Created by: amuldowney
 Path: Z:\PROJECTS\2021\21021\FEMA Flood Map.mxd



300 Interchange Blvd
 Ormond Beach, FL 32174

ph 386-6

Packet Pg. 513

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 (—)

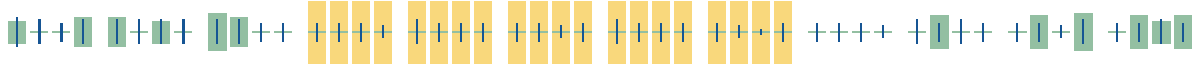
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

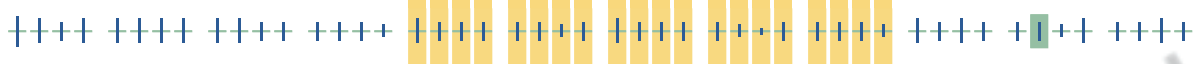
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

■ probability of presence ■ breeding season | survey effort — no data
 SPECIES JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

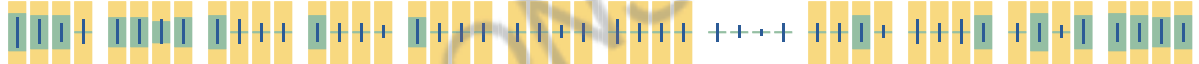
American
Kestrel
BCC - BCR (This
is a Bird of
Conservation
Concern (BCC)
only in
particular Bird
Conservation
Regions (BCRs)
in the
continental
USA)



Bachman's
Sparrow
BCC Rangewide
(CON) (This is a
Bird of
Conservation
Concern (BCC)
throughout its
range in the
continental
USA and
Alaska.)



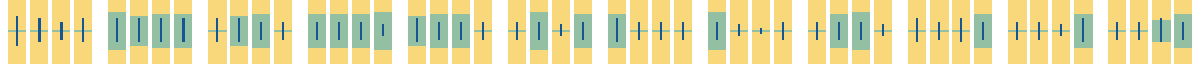
Bald Eagle
Non-BCC
Vulnerable
(This is not a
Bird of
Conservation
Concern (BCC)
in this area, but
warrants
attention
because of the
Eagle Act or for
potential
susceptibilities
in offshore
areas from
certain types of
development
or activities.)



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.

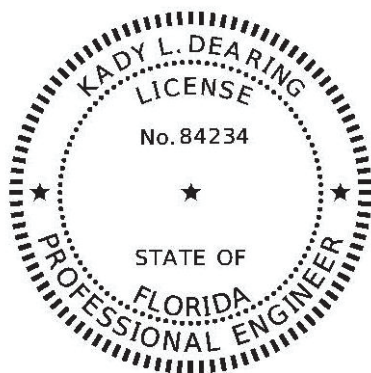
1450 W. Granada Blvd, Suite 2

Ormond Beach, FL 32174

Certificate of Authorization 9227

386/257-2571

*THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:*



ON THE DATE ADJACENT TO THE SEAL

*PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED AND
THE SIGNATURE MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.*

LTG, Inc.

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ORMOND BEACH, FL 32174

CERTIFICATE OF AUTHORIZATION 9227

KADY L. DEARING, P.E. NO. 84234

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APPENDICES

Appendix A - Preliminary Site Plan
Appendix B - Approved Methodology Letter
Appendix C - Turning Movement Count Data, FDOT's Seasonal Factor and Trip Assignment
Appendix D - Intersections HCS Summary Sheets - Existing Conditions
Appendix E - Volusia County Signal Timings
Appendix F - FDOT Traffic Trends
Appendix G - Vested Trip Information & Trip Assignment Spreadsheets
Appendix H - Intersections HCS Summary Sheets – Background Conditions
Appendix I - Intersections HCS Summary Sheets – Background Conditions Improved
Appendix J - Intersections HCS Summary Sheets – Build-out Conditions

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:

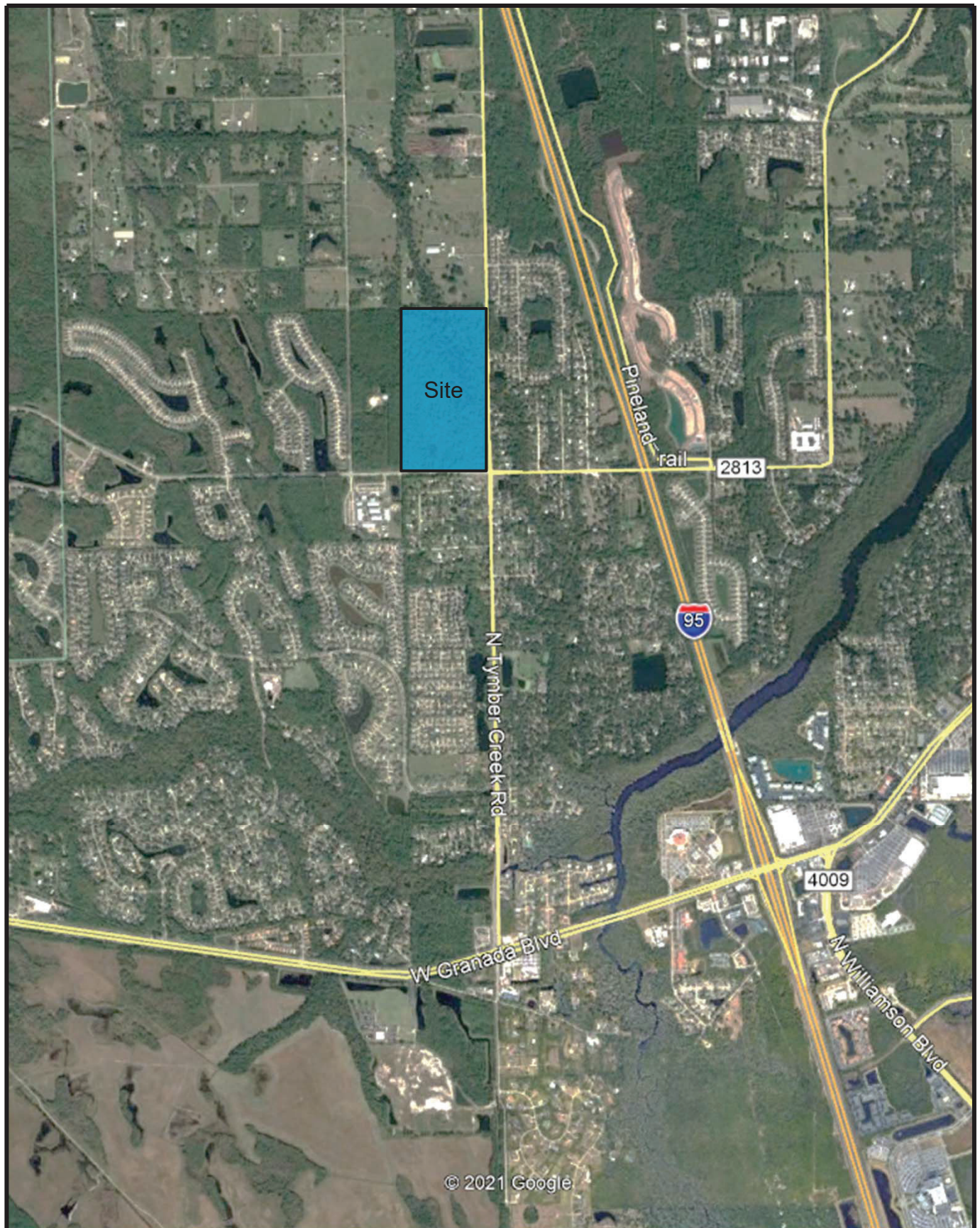
1. Tymber Creek Road at Granada Boulevard
2. Tymber Creek Road at Tymber Run
3. Tymber Creek Road at Airport Road
4. Airport Road at Leeway Trail
5. Tymber Creek Road at Project Driveway 1 (future conditions)
6. Airport Road at Project Driveway 2 (future conditions)

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
Tymer Creek**



NTS

Site Location Map

Project No.: 5223.04

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.

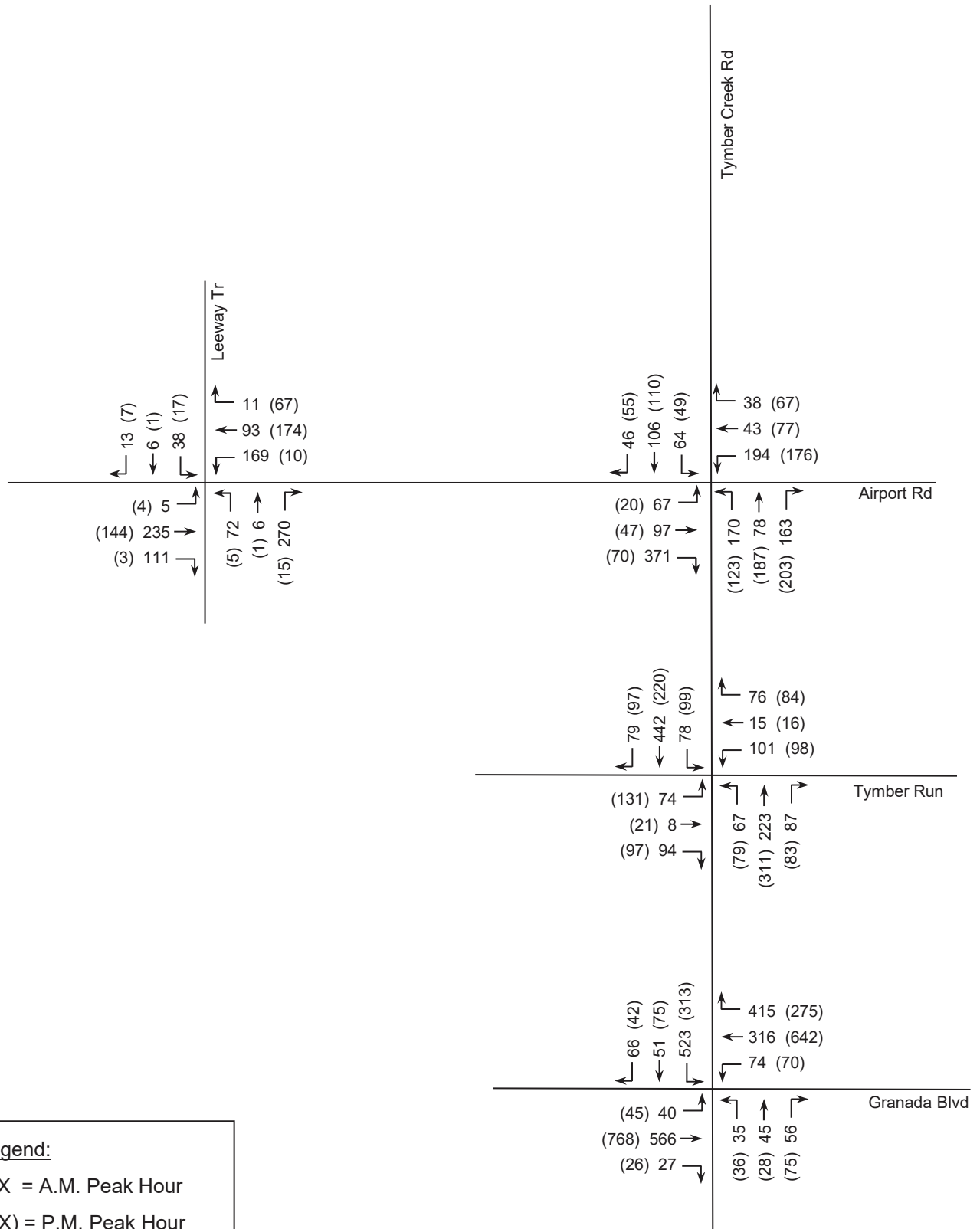
Signalized Intersection Analysis

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**

Project No.: 5223.04

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

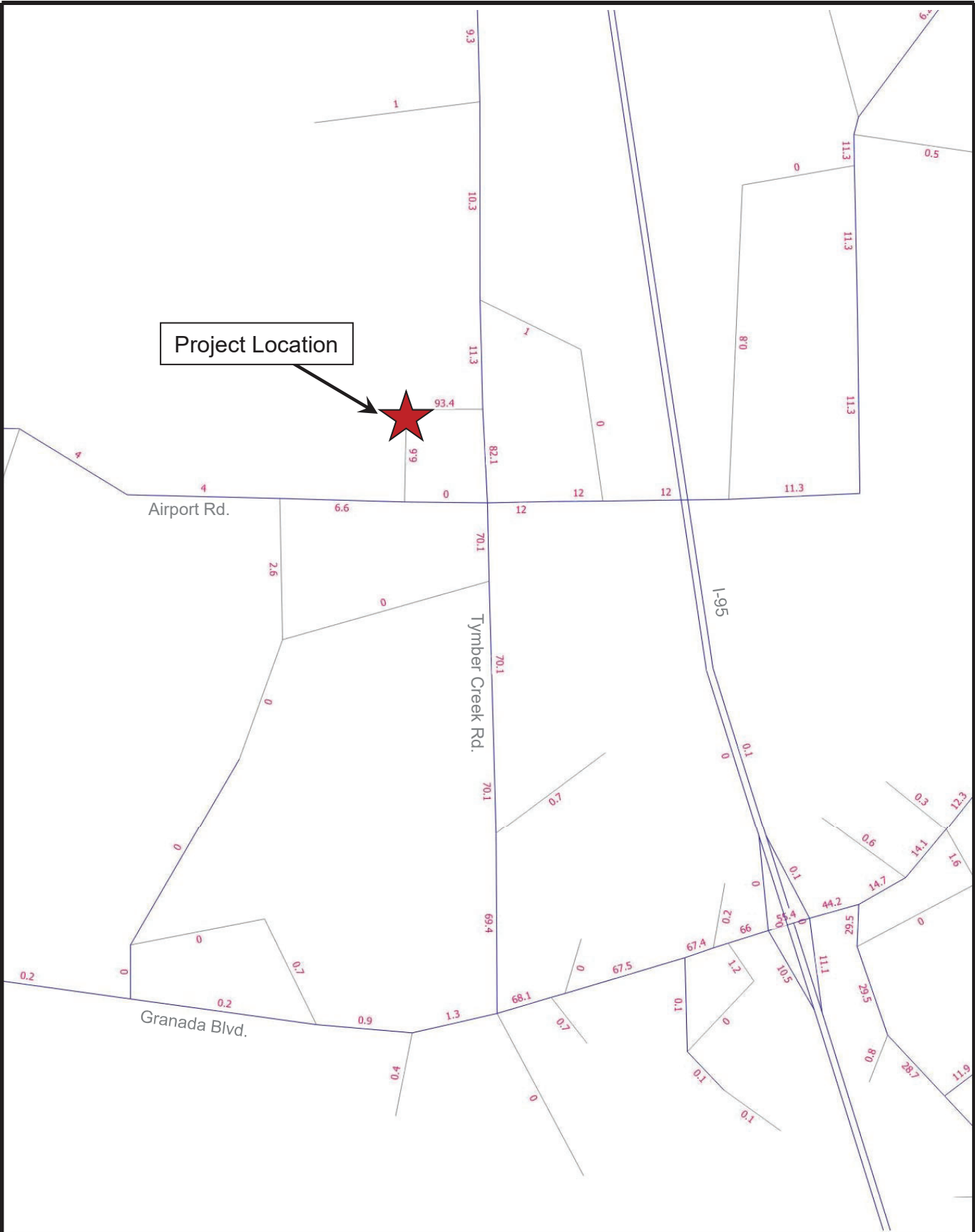
Time Period	Land Use	Land Use Code	Trip Rate Equation	Quantity (X)		Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips (T)
Daily	Single Family Detached Residential	210	$\ln(T)=0.92\ln(X)+2.71$	146	DU	50%	50%	736	737	1,473
AM Peak-Hour			$T=0.71(X)+4.80$			25%	75%	27	81	108
PM Peak-Hour			$\ln(T)=0.96\ln(X)+0.20$			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 (%)

Project No.: 5223.04

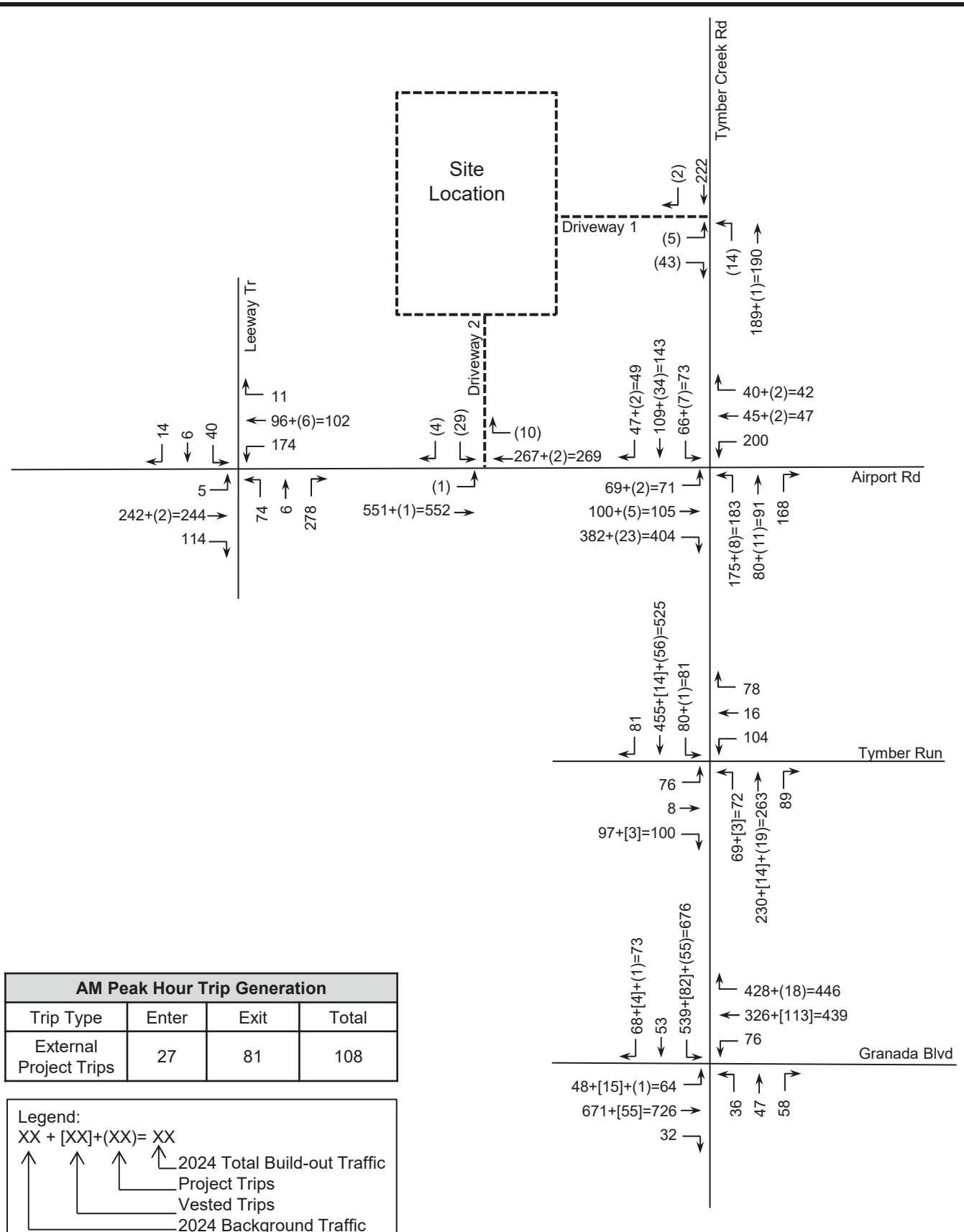
Figure 3



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Engineering & Planning

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**Tattersall at
Tymber Creek**



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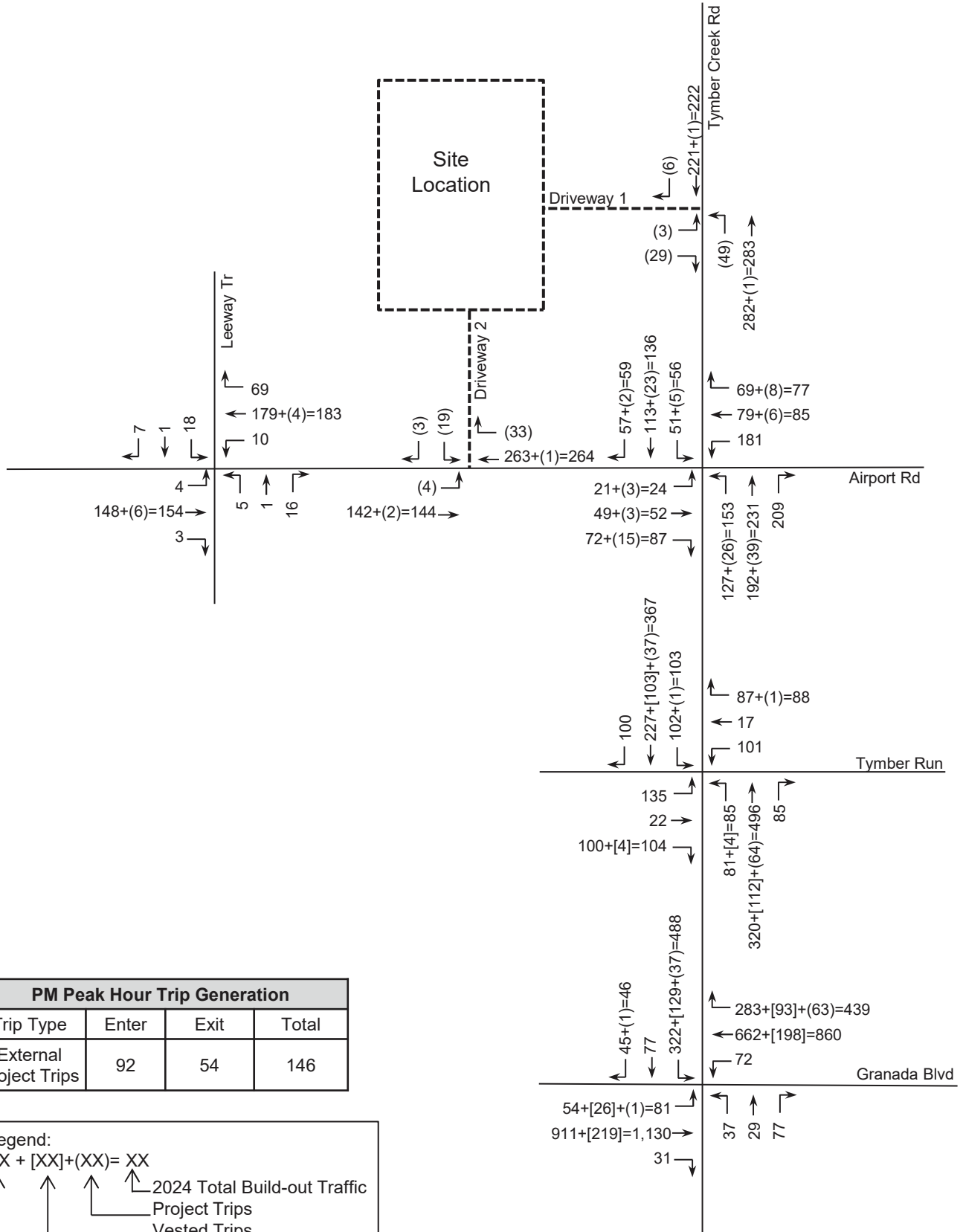
**Build-Out
A.M. Peak Hour
Volumes**

Project No.: 5223.04

Figure 4A



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**Tattersall at
Tymber Creek**



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**Build-Out
P.M. Peak Hour
Volumes**

Project No.: 5223.04

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

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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. Voltran, 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. Voltran 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

[illegible]

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

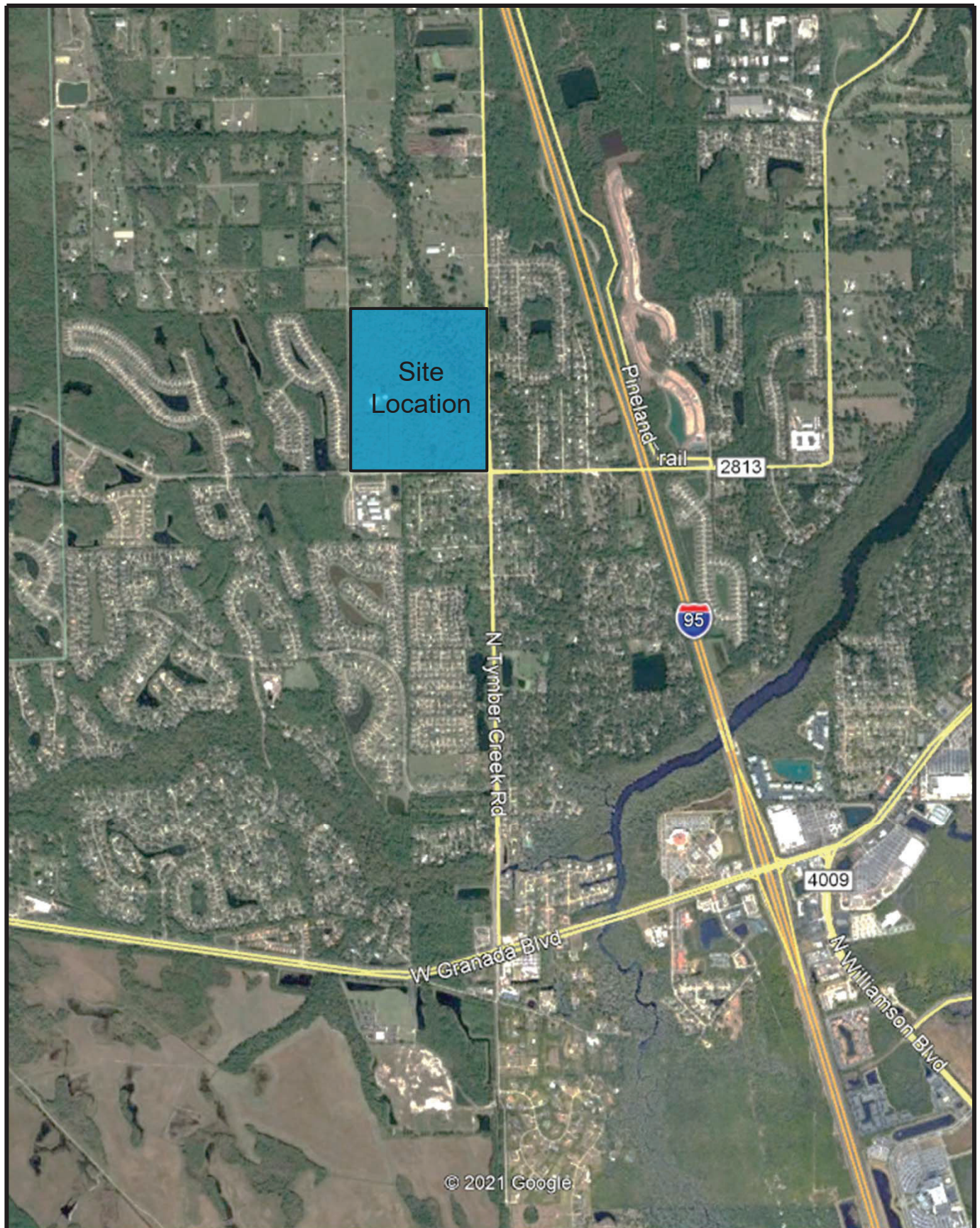
Roadway segments will be analyzed based on p.m. peak-hour two-way traffic and intersections will be analyzed for the a.m. and p.m. peak-hours. The analysis will be conducted under 2021 existing conditions and 2024 future build-out conditions. The a.m. and p.m. peak-hour turning movement counts will be 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:

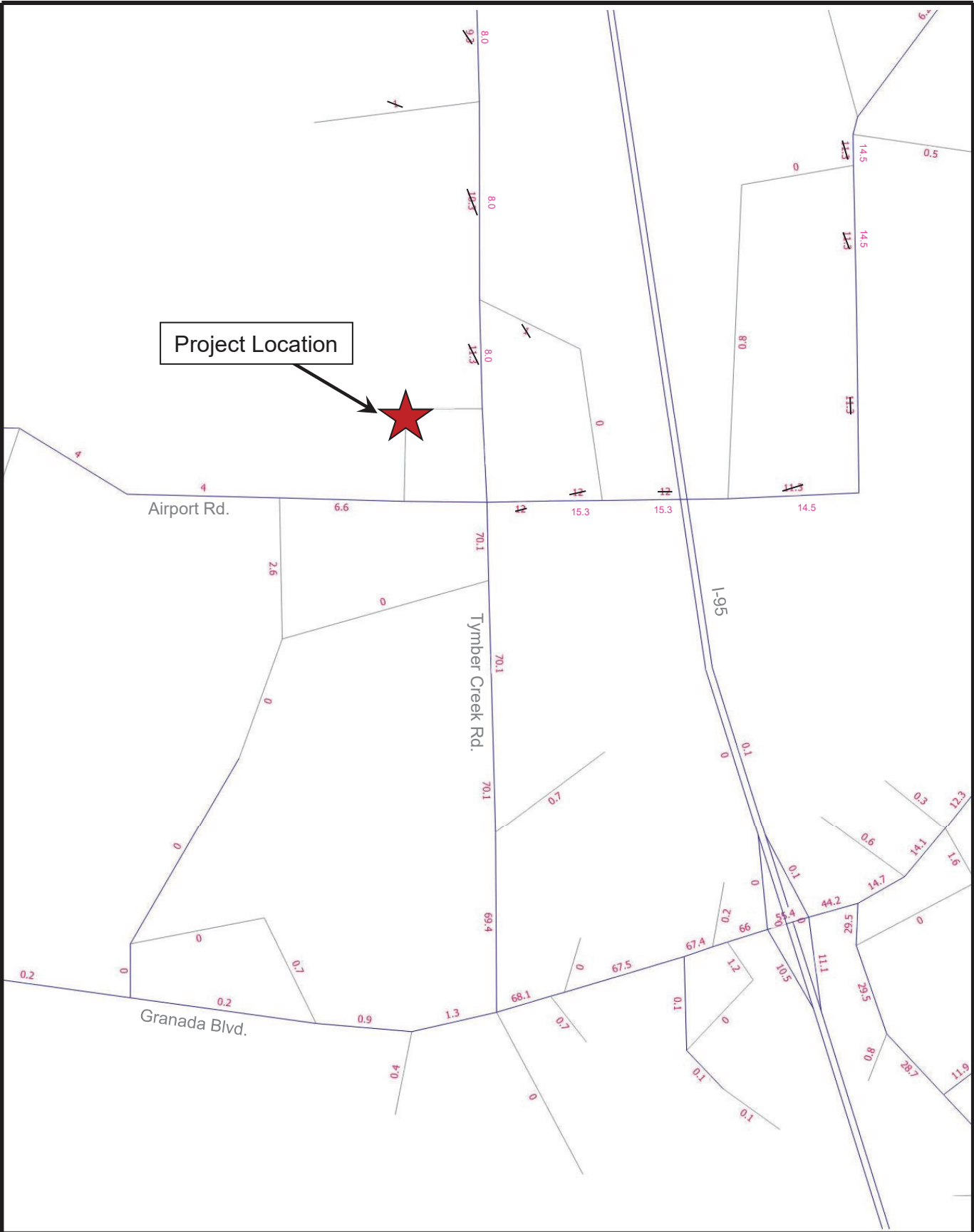
- Airport Road from Granada Boulevard to Tymber Creek Road
- Tymber Creek Road, from Granada Boulevard to Broadway Avenue/US 1
- SR 40/Granada Boulevard from Clyde Morris Boulevard to Nova Road (near critical)
- SR 40/Granada Boulevard from Tymber Creek Road to Interstate-95
- Williamson Boulevard from 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.



Tattersall at Tymber Creek



NTS

Project Trip Distribution (%)

Project No.: 5223.03

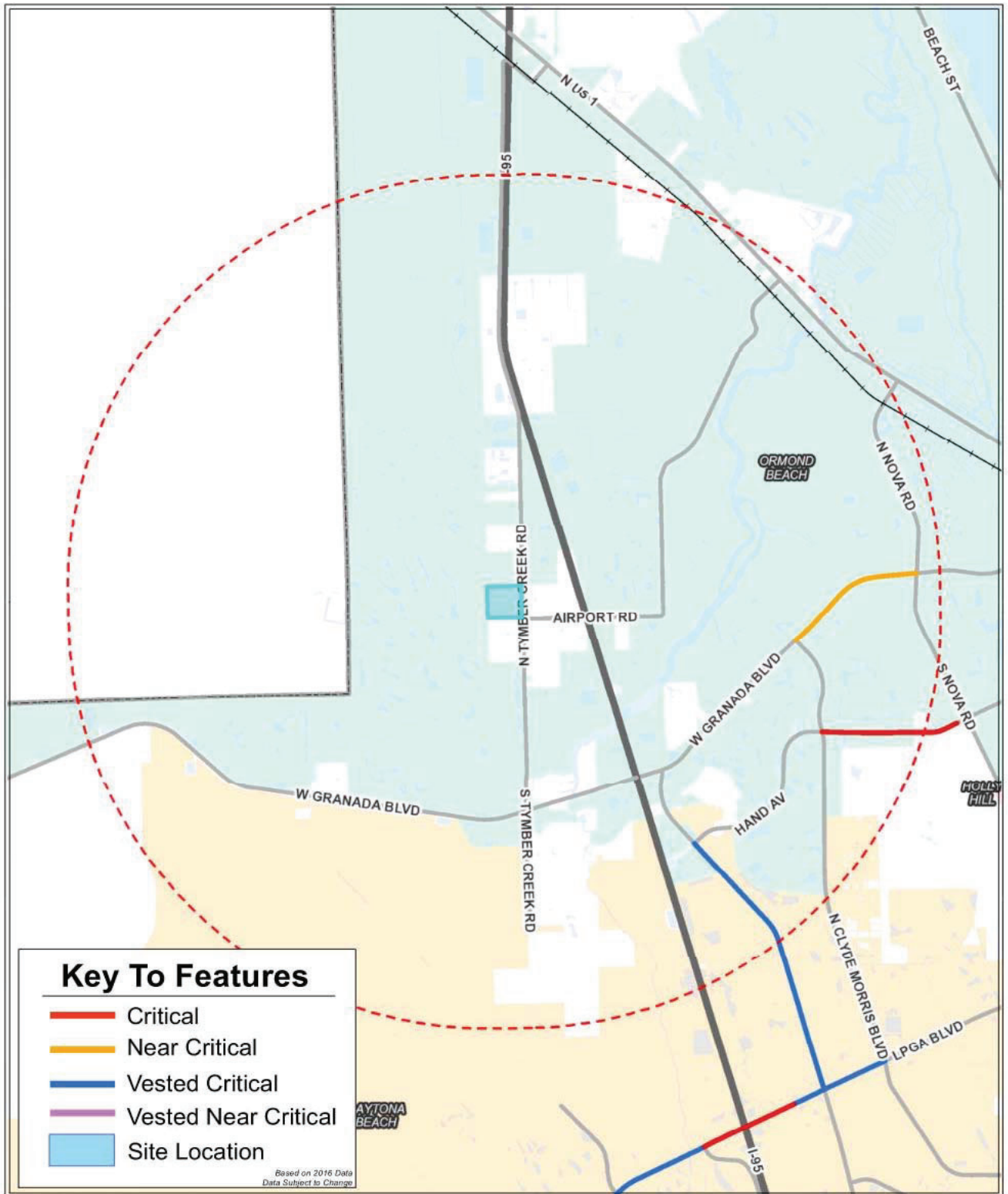
Figure 2



LTG

Engineering & Planning

1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



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

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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

Mr. Steven Spraker, AICP
 August 31, 2021
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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
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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

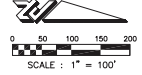
Preliminary Site Plan

**TATTERSALL
PLANNED DEVELOPMENT
CONCEPT PLAN**

PROJECT NO: 20-21021
DESIGNED BY: MLR
DRAWN BY: MLR
CHECKED BY: RMH

DRAWING FILE: 20-21021-CP
DATE: 11/04/2020
REF: -

RAVEYAL HODAK, P.L.L.C.
1001 N. W. 10th Ave., Suite 1000
Fort Lauderdale, FL 33304
TEL: 954.561.1000



LEGEND:

- EXISTING WETLANDS
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE

**RECREATION AREA
CALCULATION**

30 SF/UNIT INDOOR WALKER
60 SF/UNIT OUTDOOR
90 SF/UNIT
143 UNITS
12,870 SF REQUIRED
RECREATION AREA

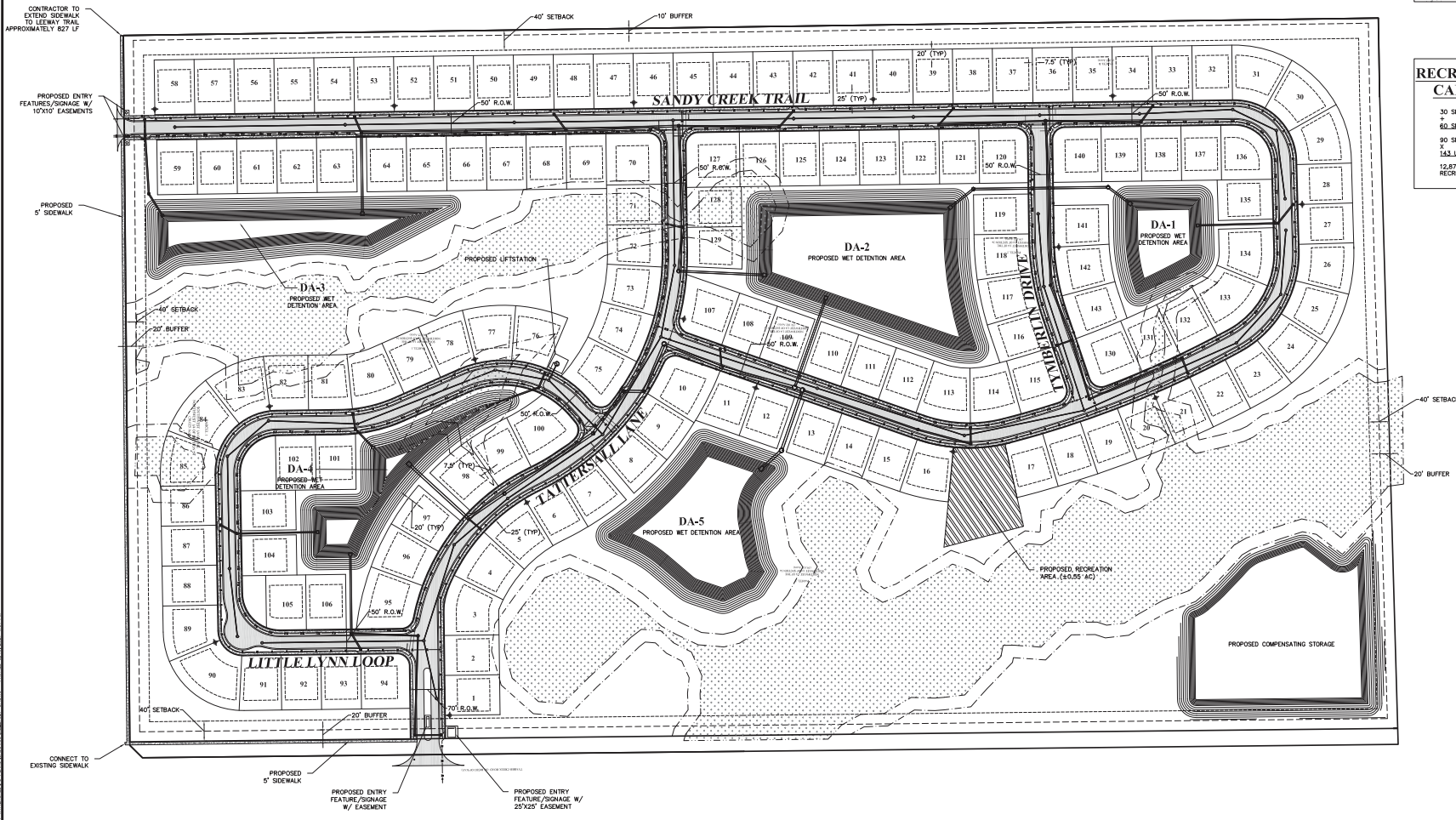
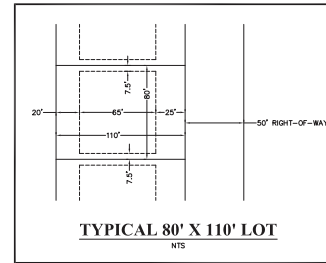
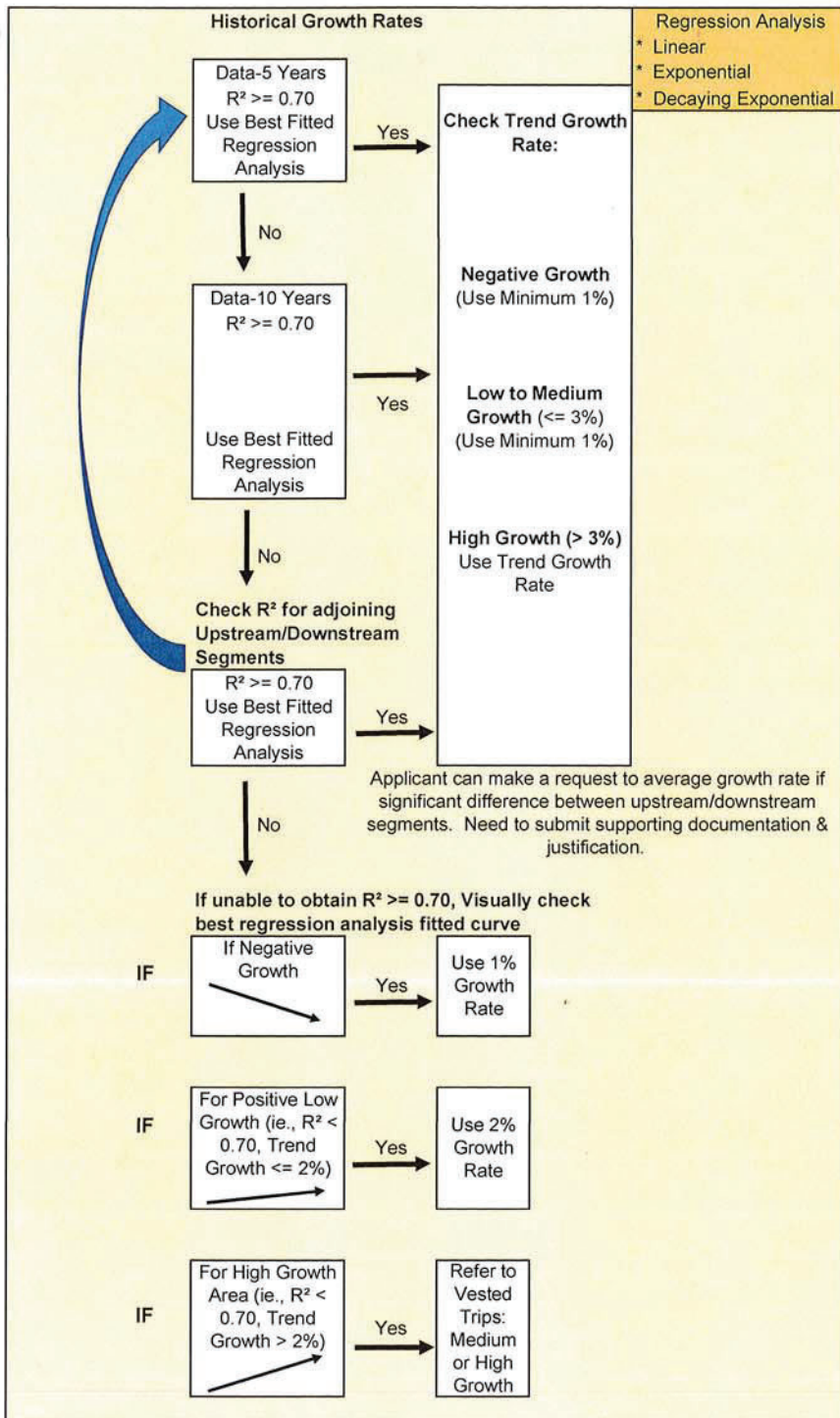


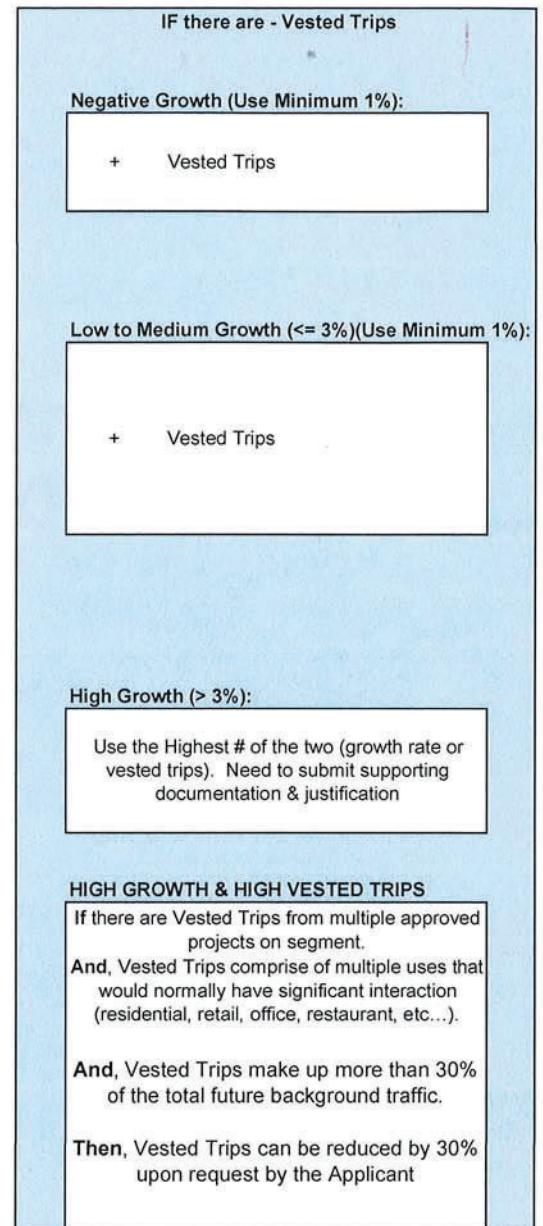
EXHIBIT B

FDOT Traffic Trends

Volusia County's Segment Growth Rates and Vested Trips Instructions Policy



AND



Signed: _____

Jon E. Cheney
Jon E. Cheney, P.E.

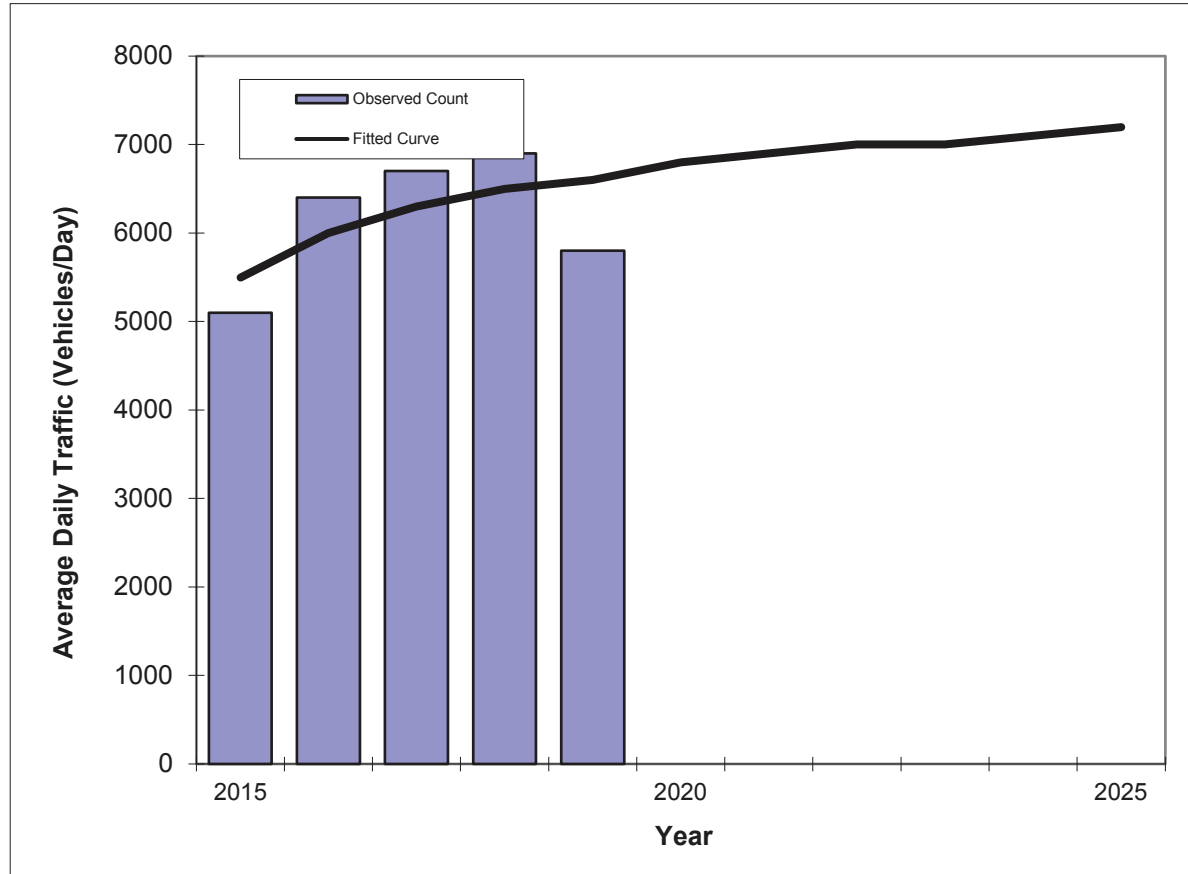
Date: _____

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

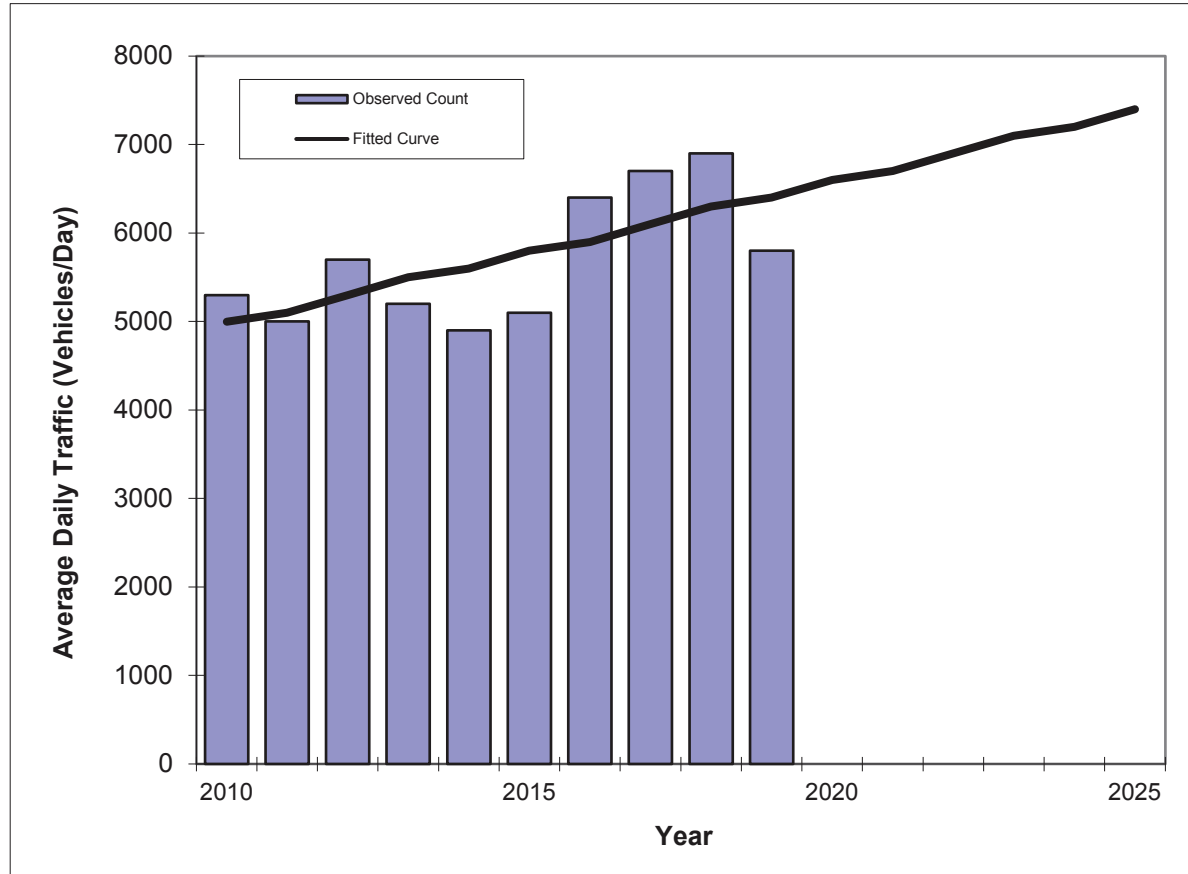
*Axle-Adjusted

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

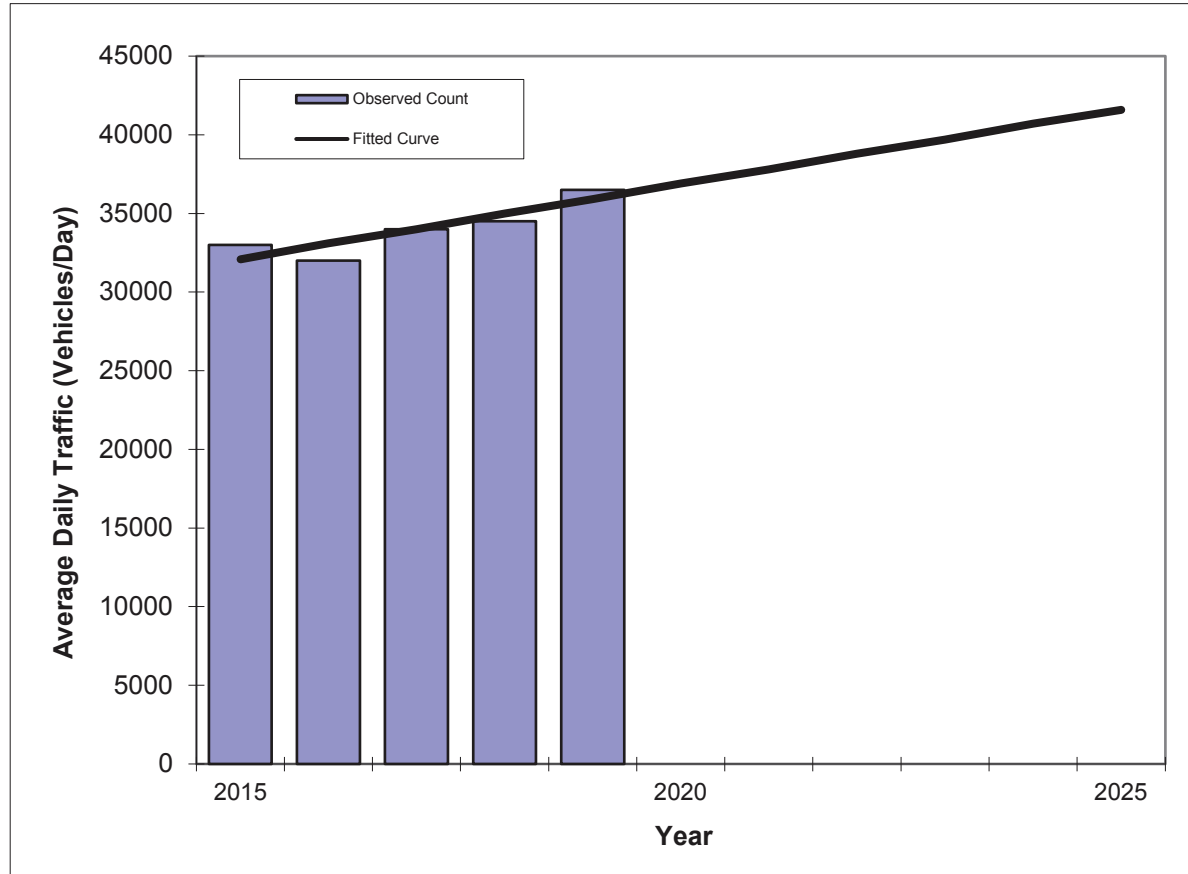
Straight Line Growth Option

*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

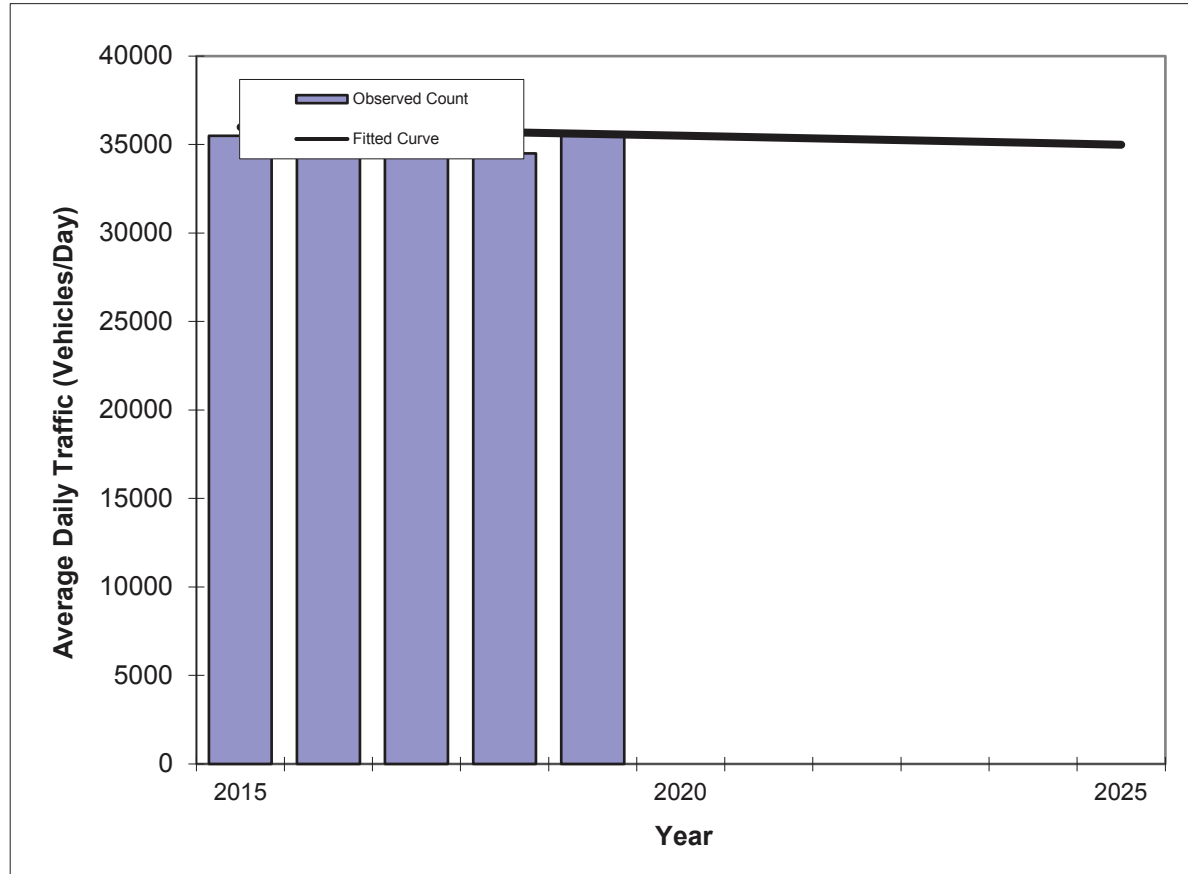
*Axle-Adjusted

TRAFFIC TRENDS

Granada Blvd -- I-95 to Clyde Morris Blvd

County:
Station #:
Highway:

Volusia
522
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

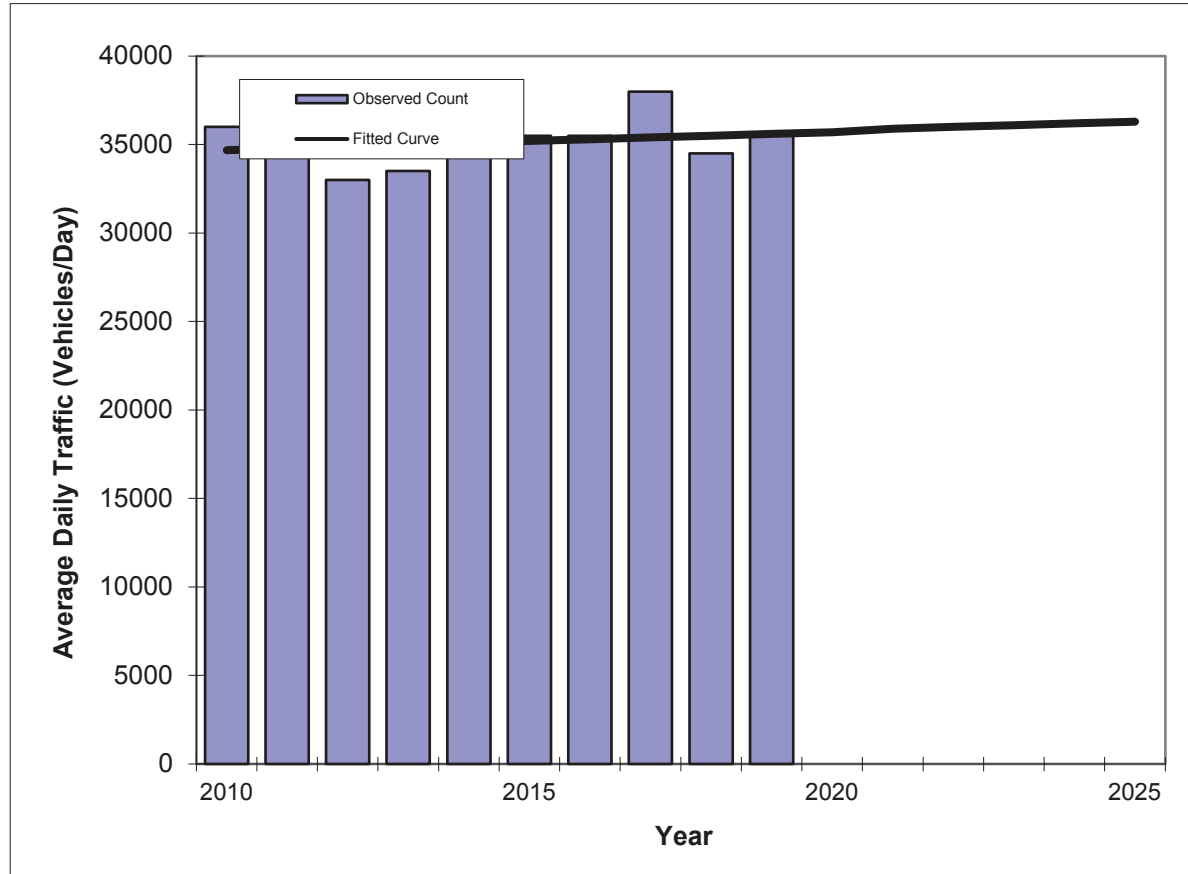
*Axle-Adjusted

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:

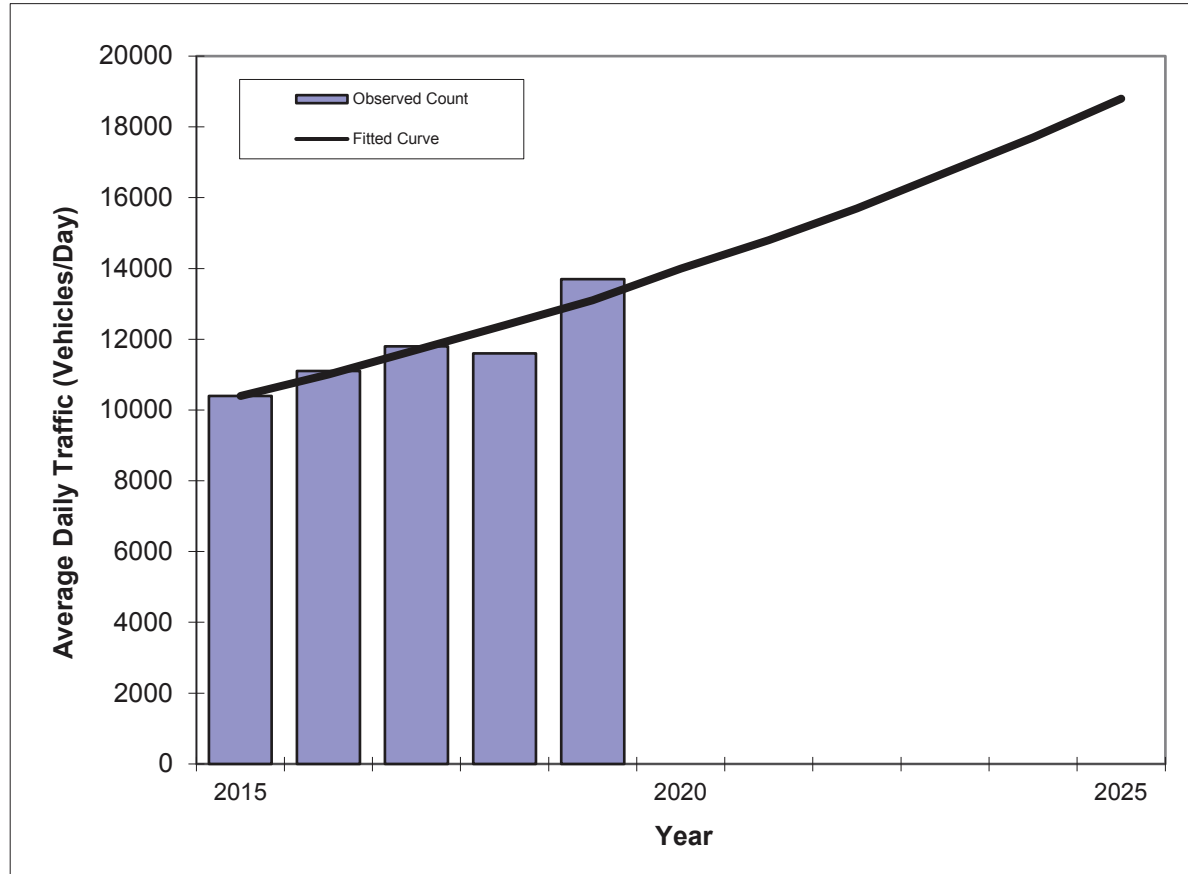
Volusia

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

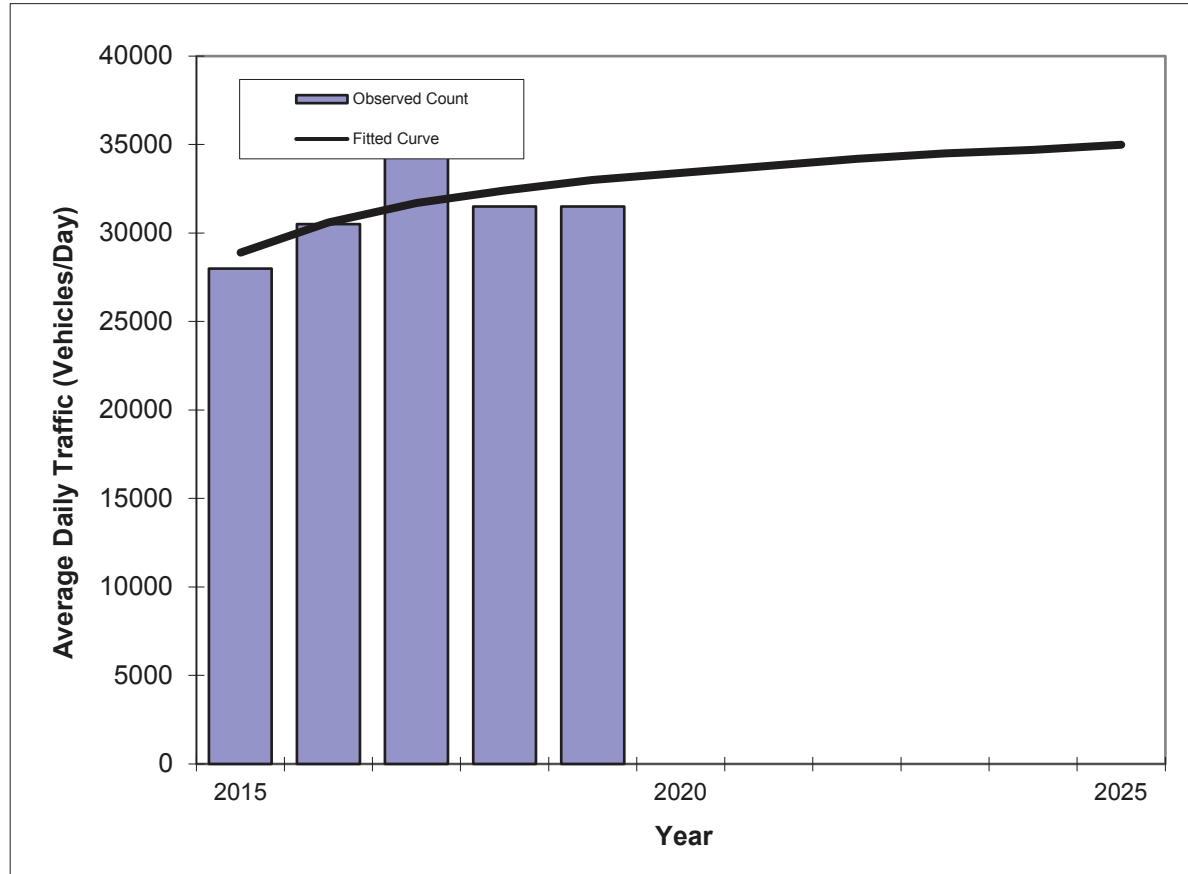
Exponential Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Granada Blvd -- Rima Ridge Rd to I-95

County:	Volusia
Station #:	499
Highway:	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

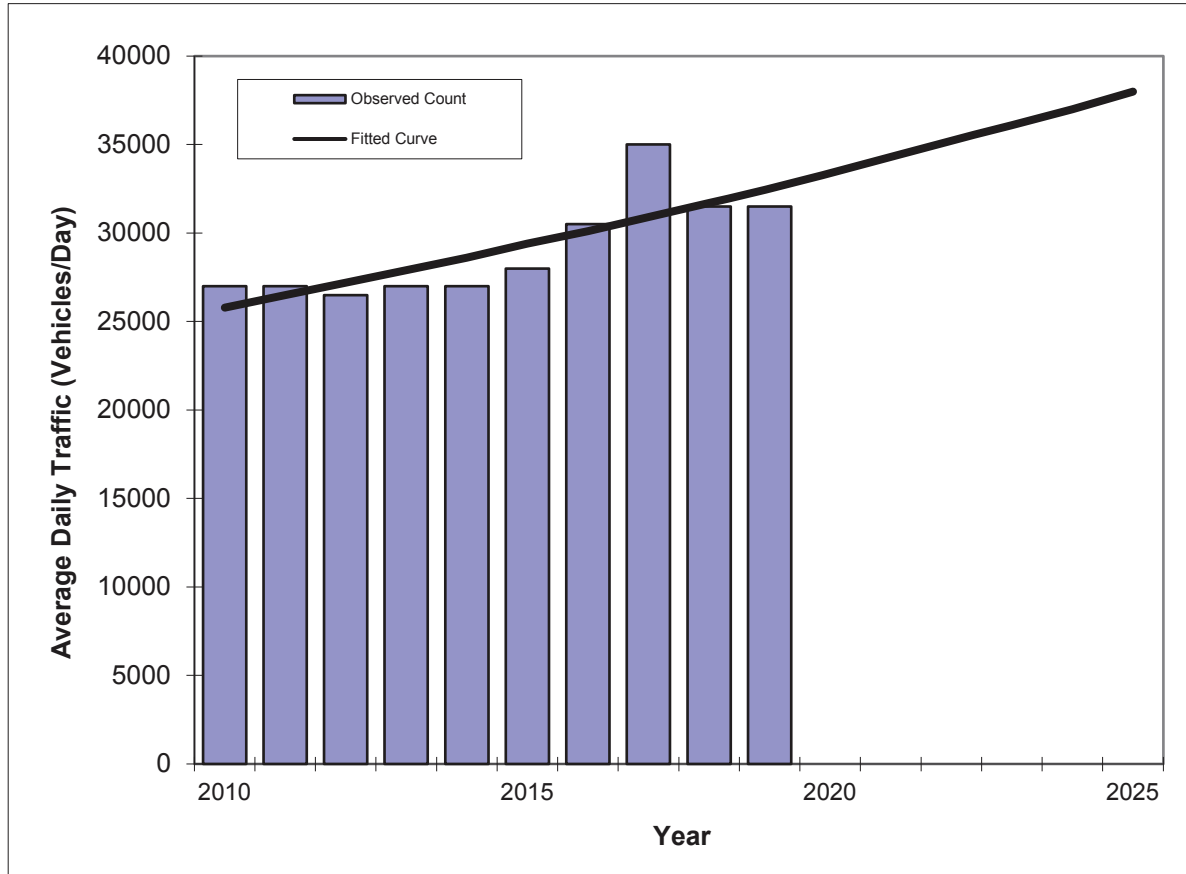
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TRAFFIC TRENDS

Granada Blvd -- Rima Ridge Rd to I-95

County:
Station #:
Highway:

Volusia
499
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

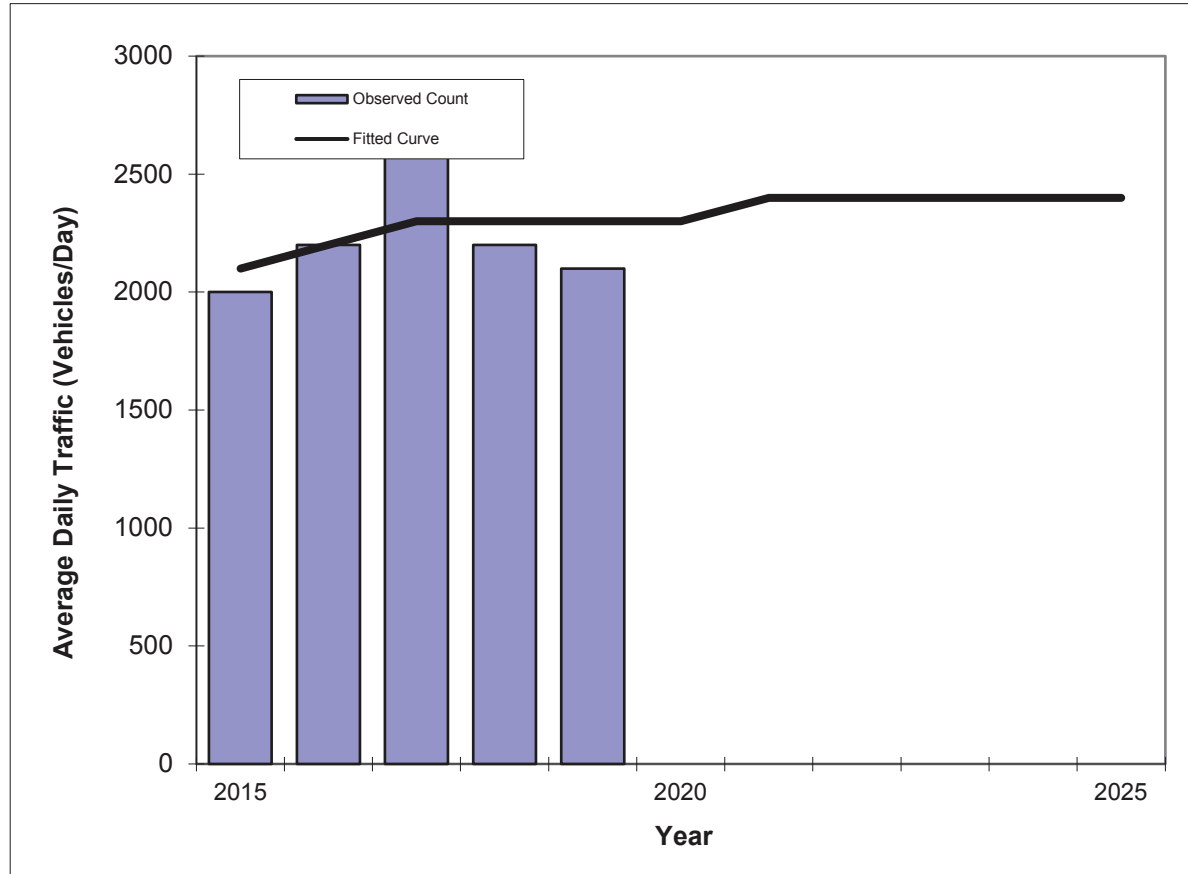
*Axle-Adjusted

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

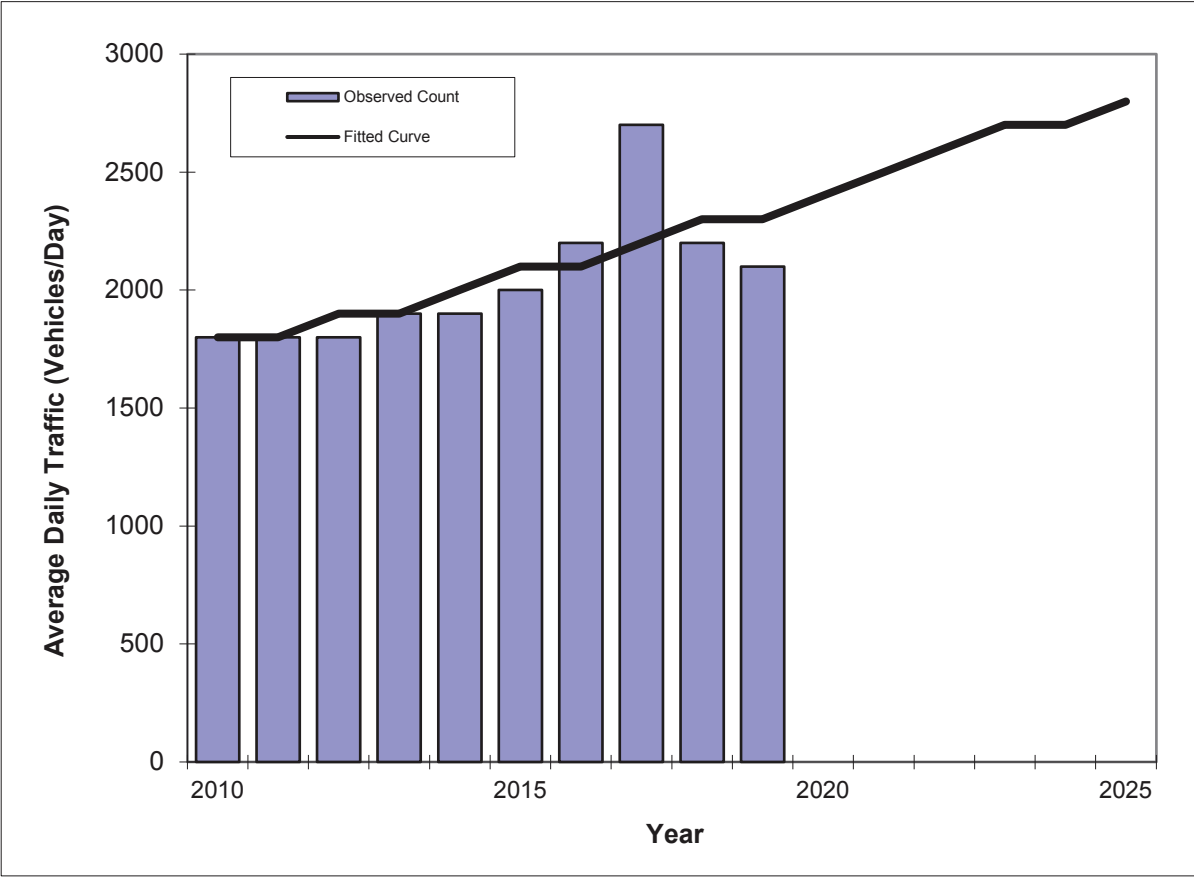
Decaying Exponential Growth Option

*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:

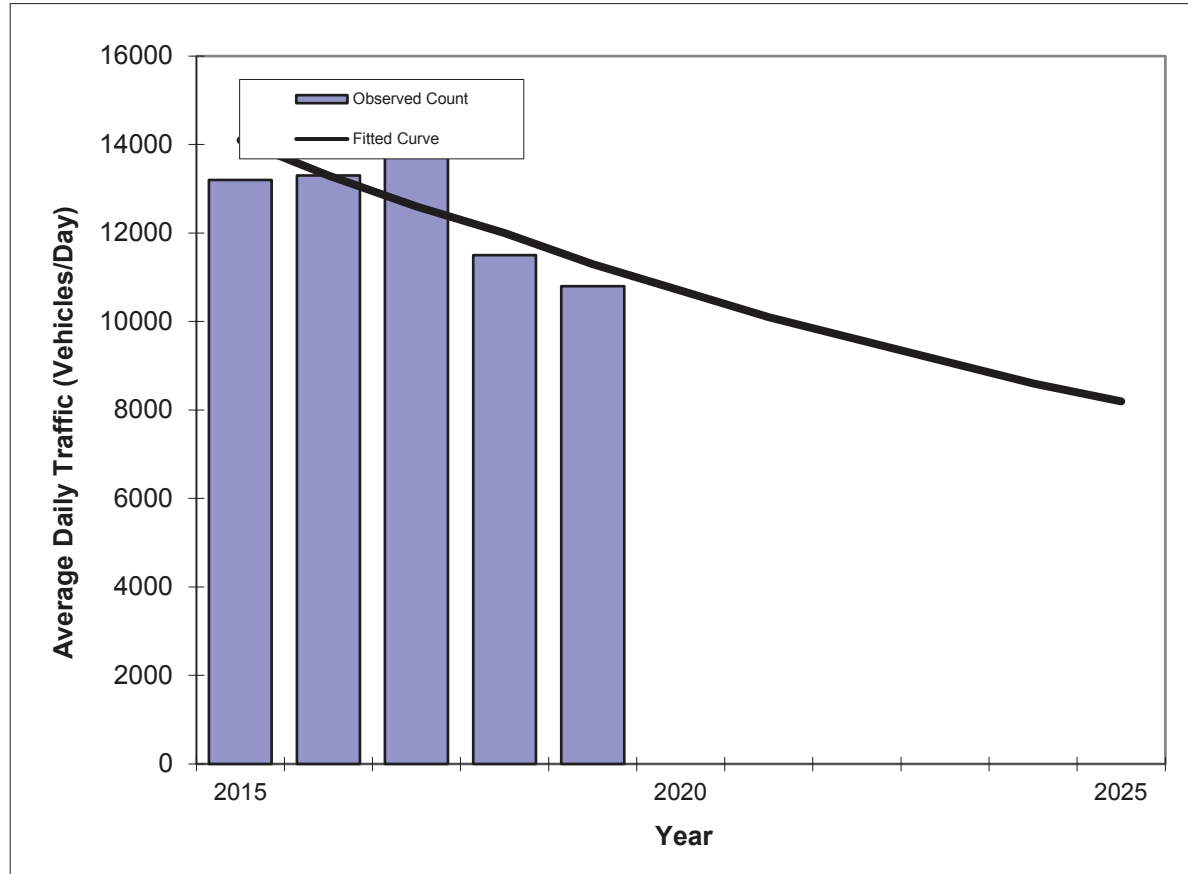
Volusia

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:

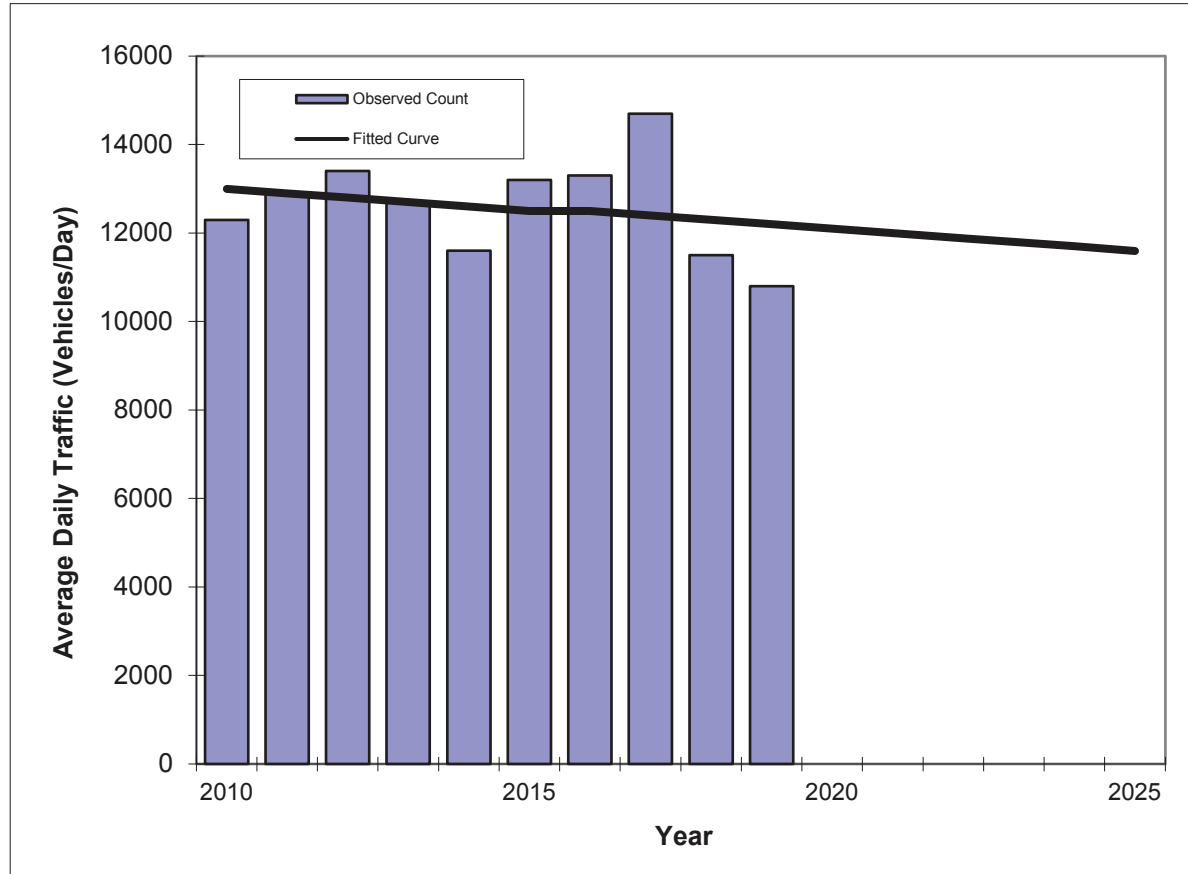
Volusia

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

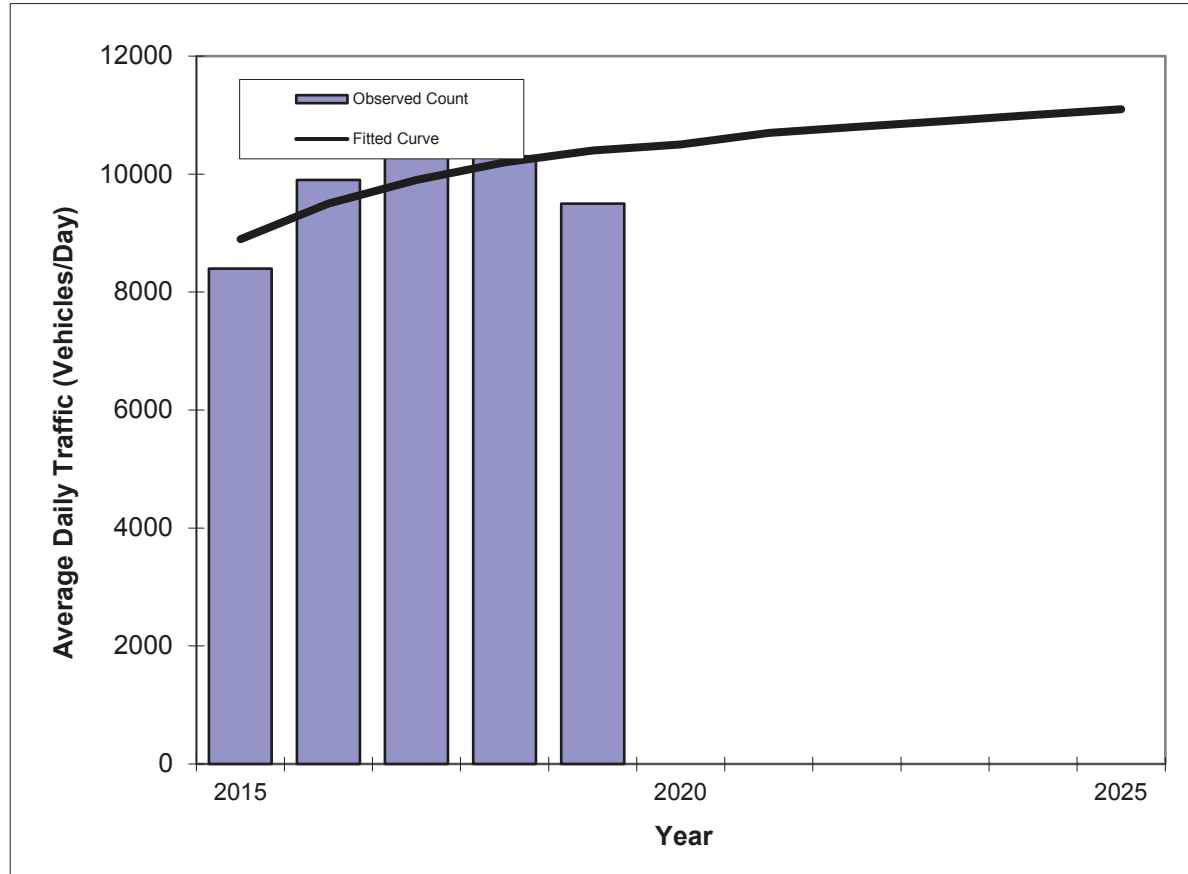
*Axle-Adjusted

TRAFFIC TRENDS

Tymber Creek Rd -- Tymber Run to Airport Rd

County:
Station #:
Highway:

Volusia
1882
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:

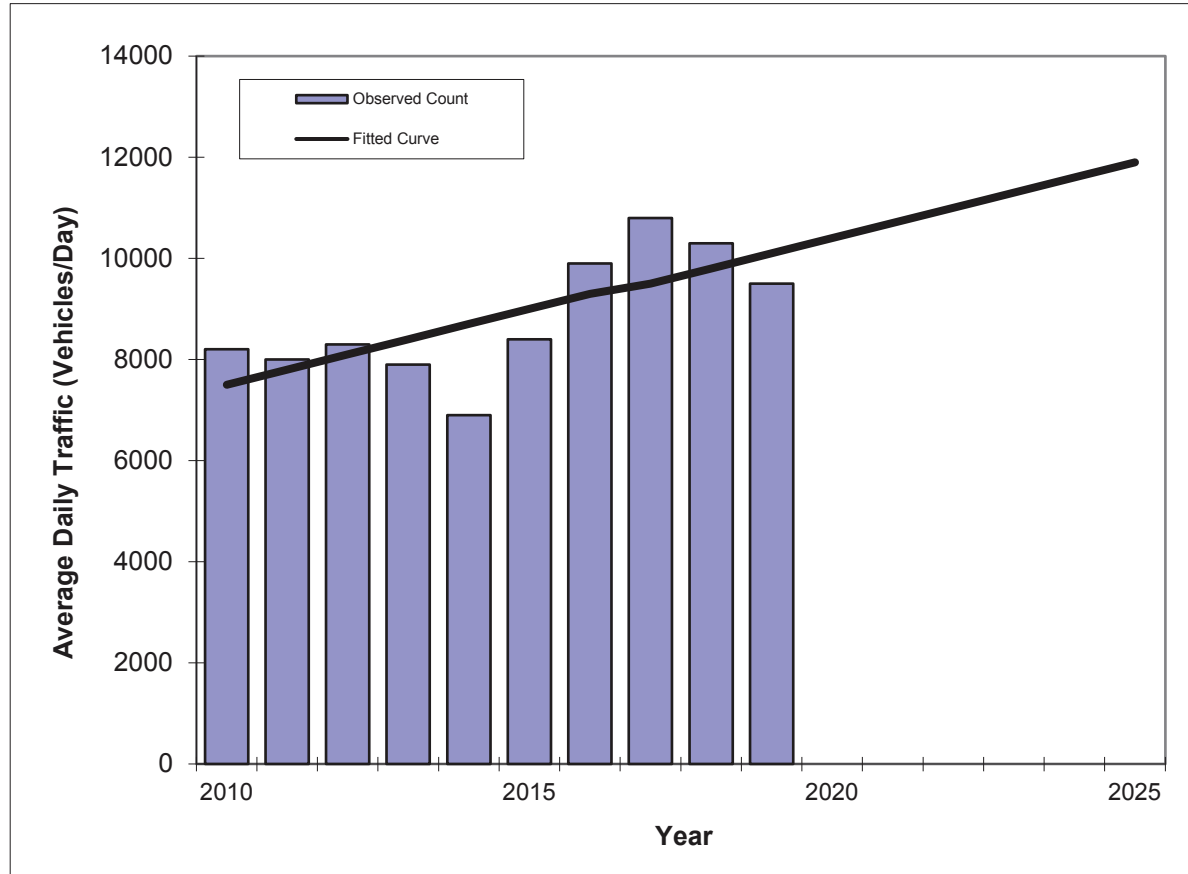
Volusia

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

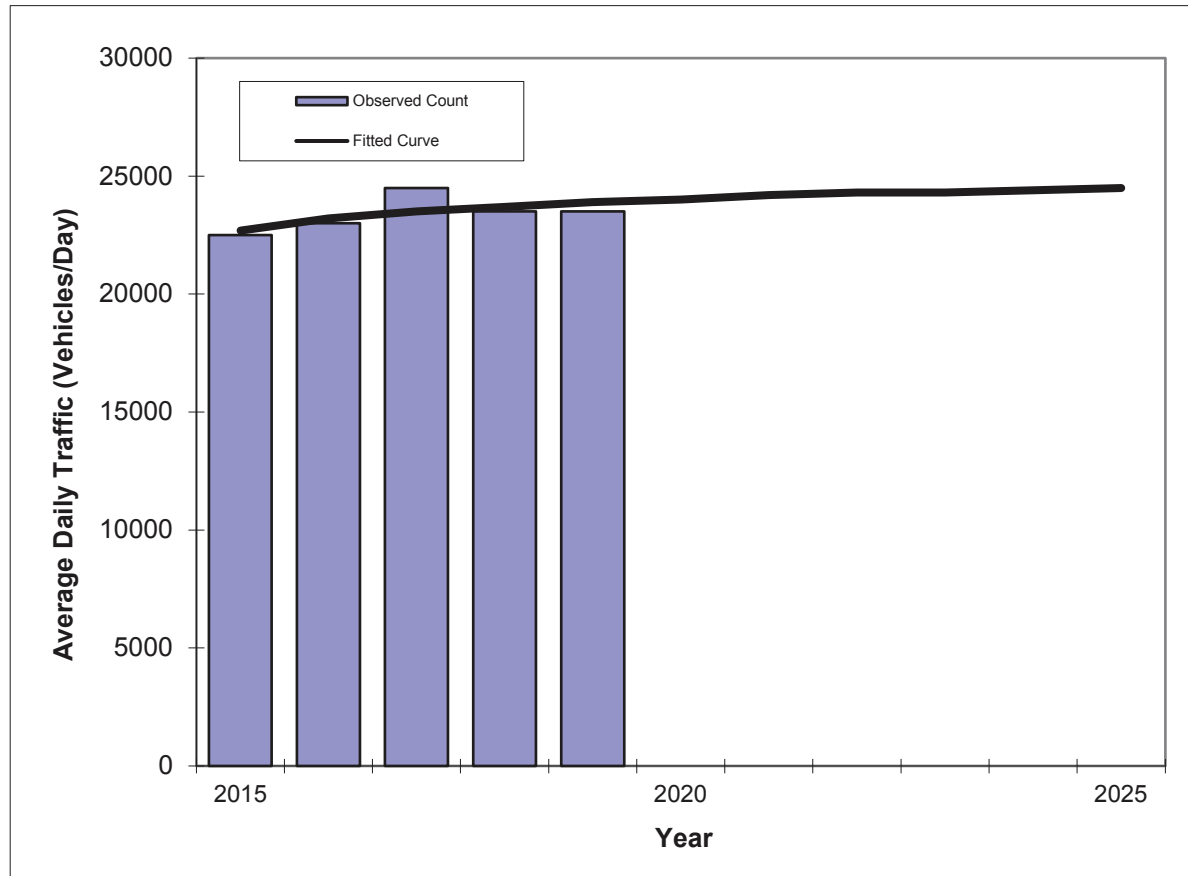
Straight Line Growth Option

*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

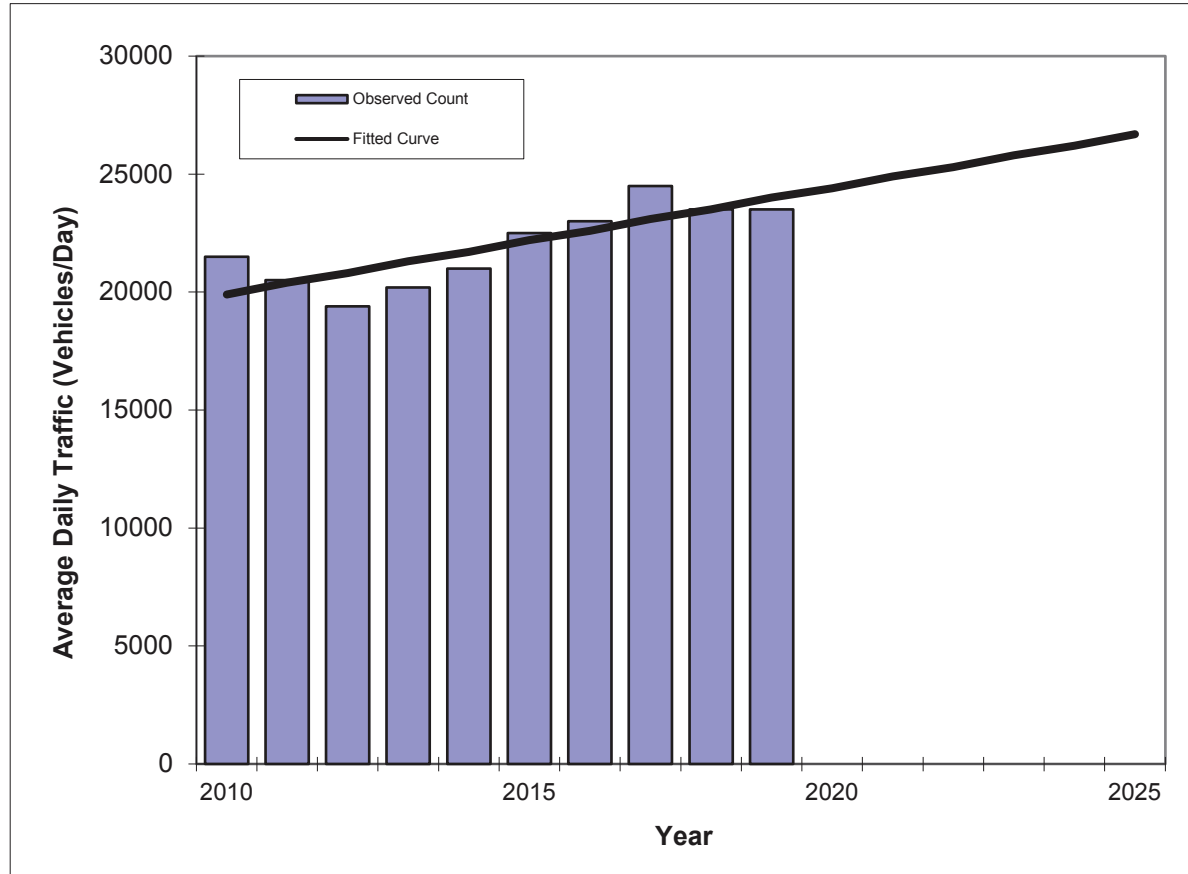
Decaying Exponential Growth Option

*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

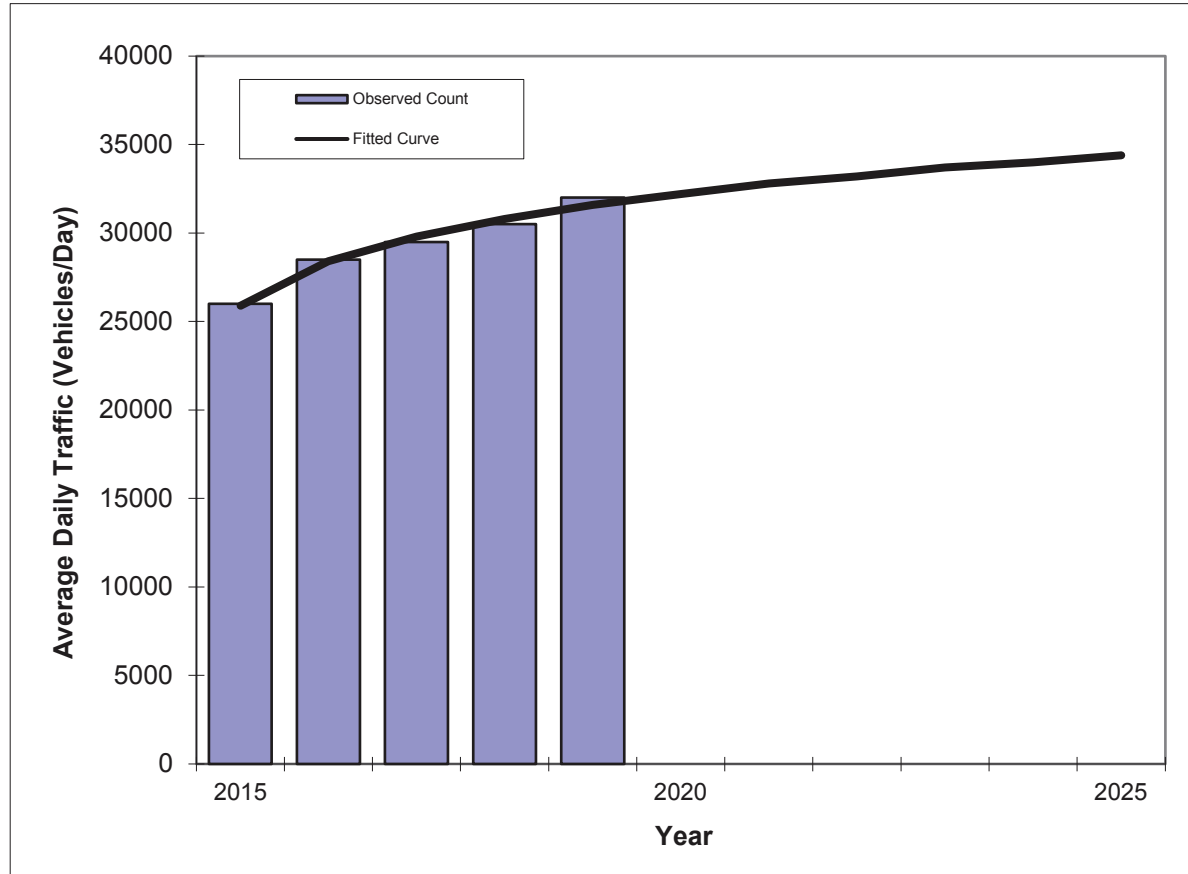
Straight Line Growth Option

*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

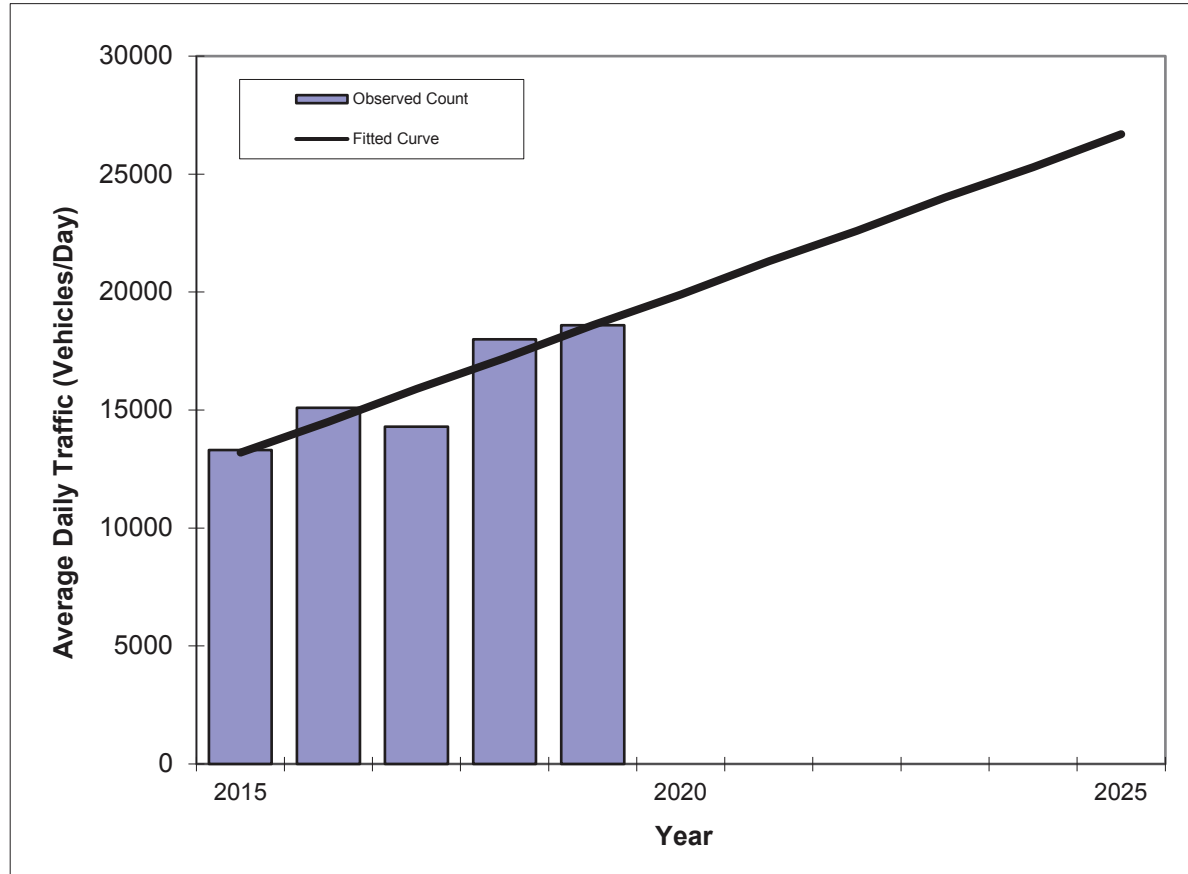
*Axle-Adjusted

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

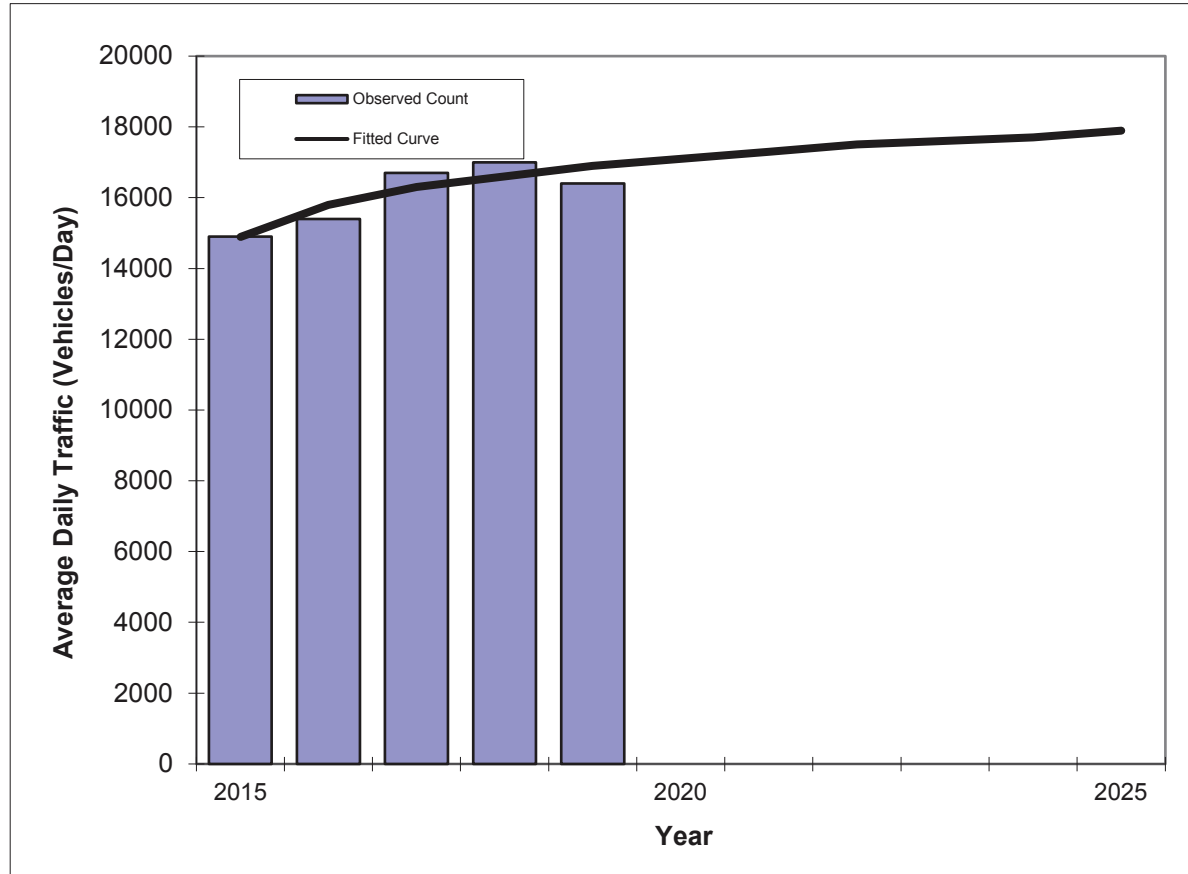
Straight Line Growth Option

*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

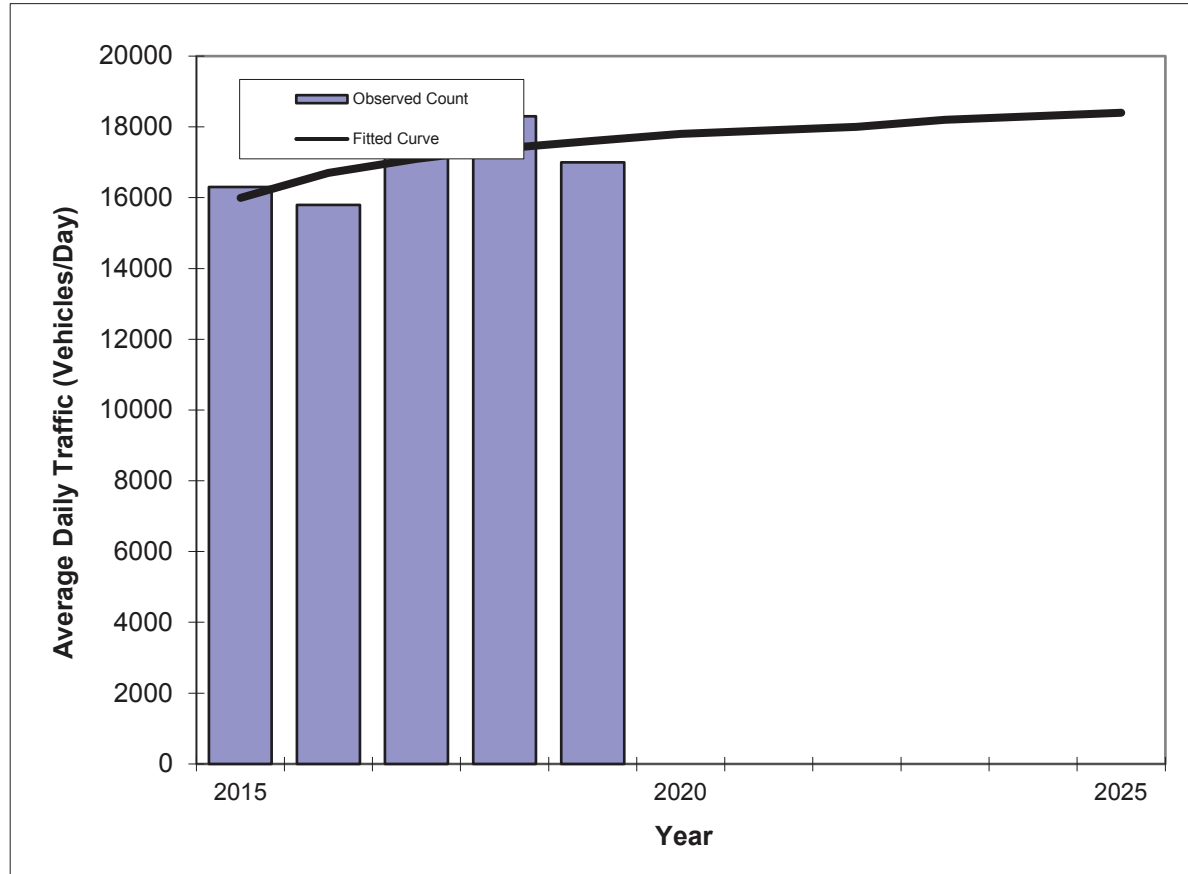
Decaying Exponential Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Hand Ave -- Shangri La Dr to Nova Rd

County:	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

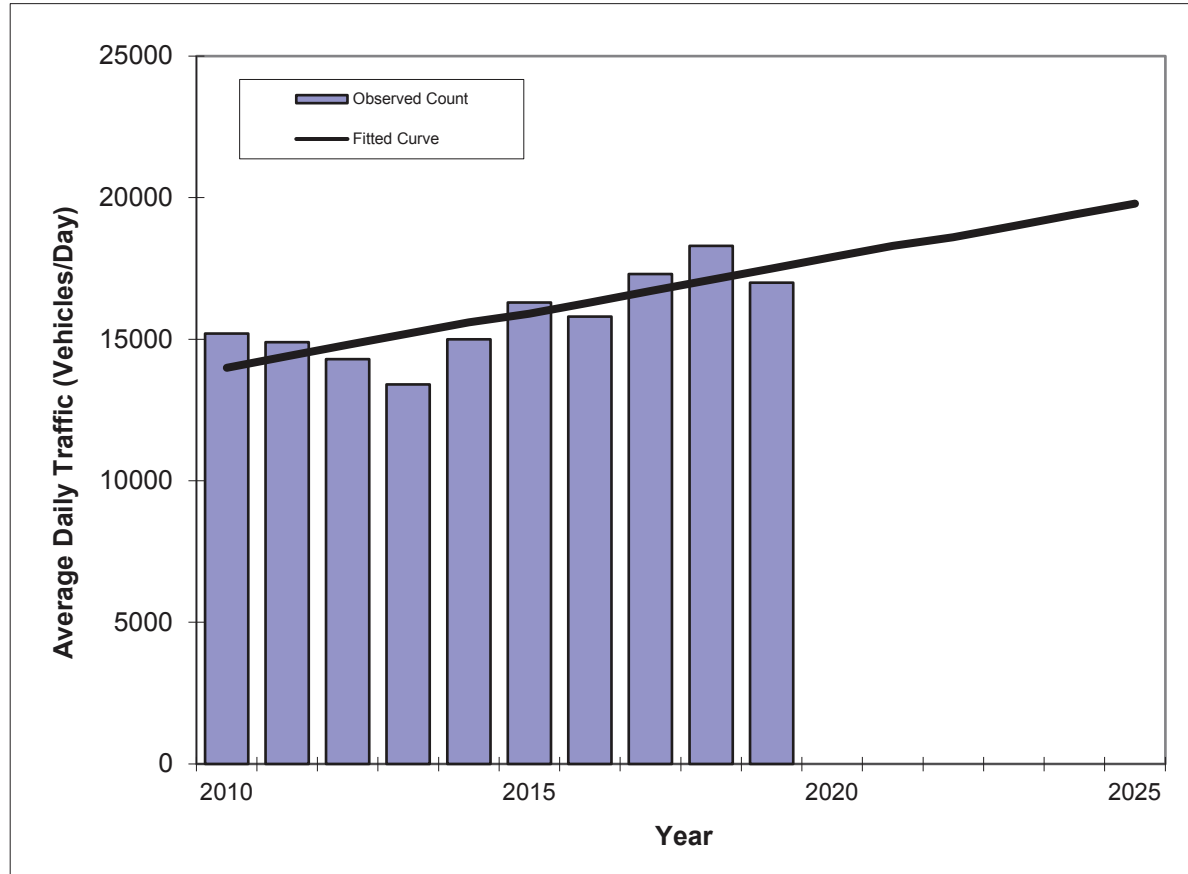
*Axle-Adjusted

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

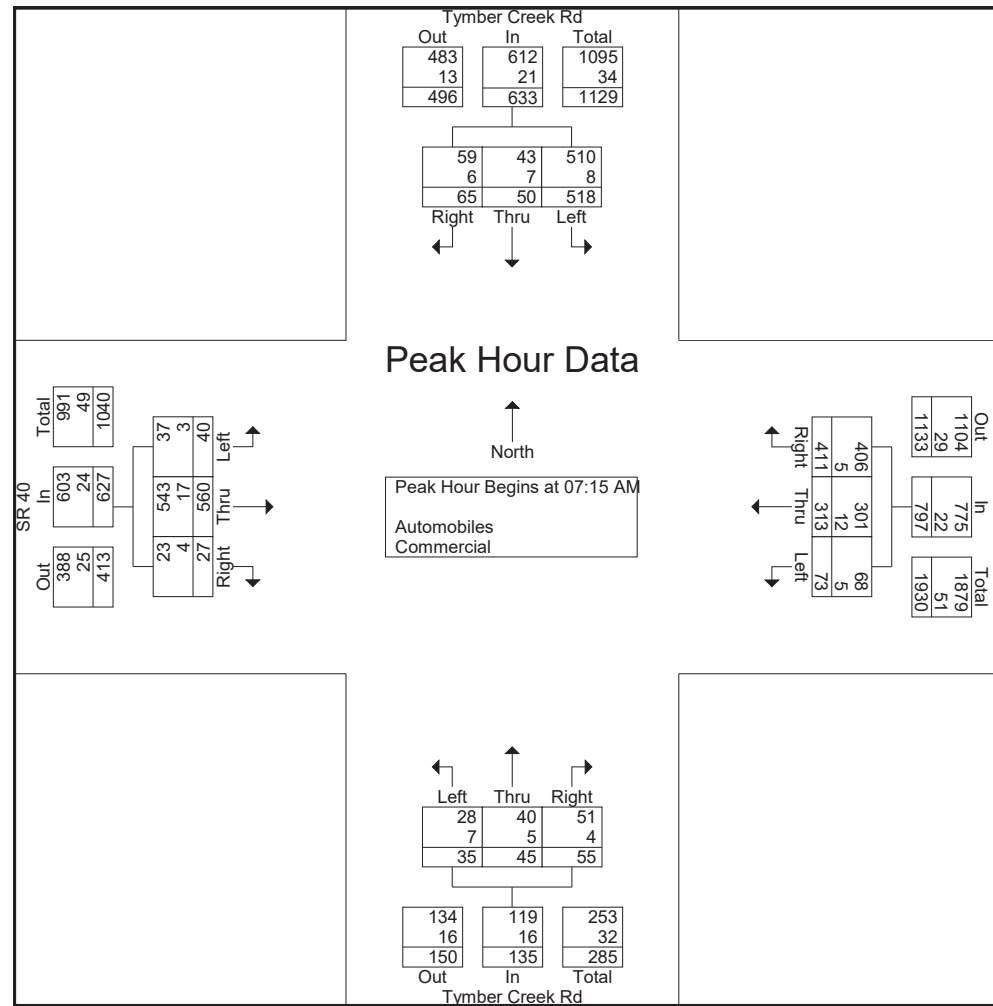
Volusia County, FL

File Name : 04 Tymber at SR 40

Site Code : 00000004

Start Date : 9/9/2021

Page No : 3



DE TRAFFIC

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 : 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

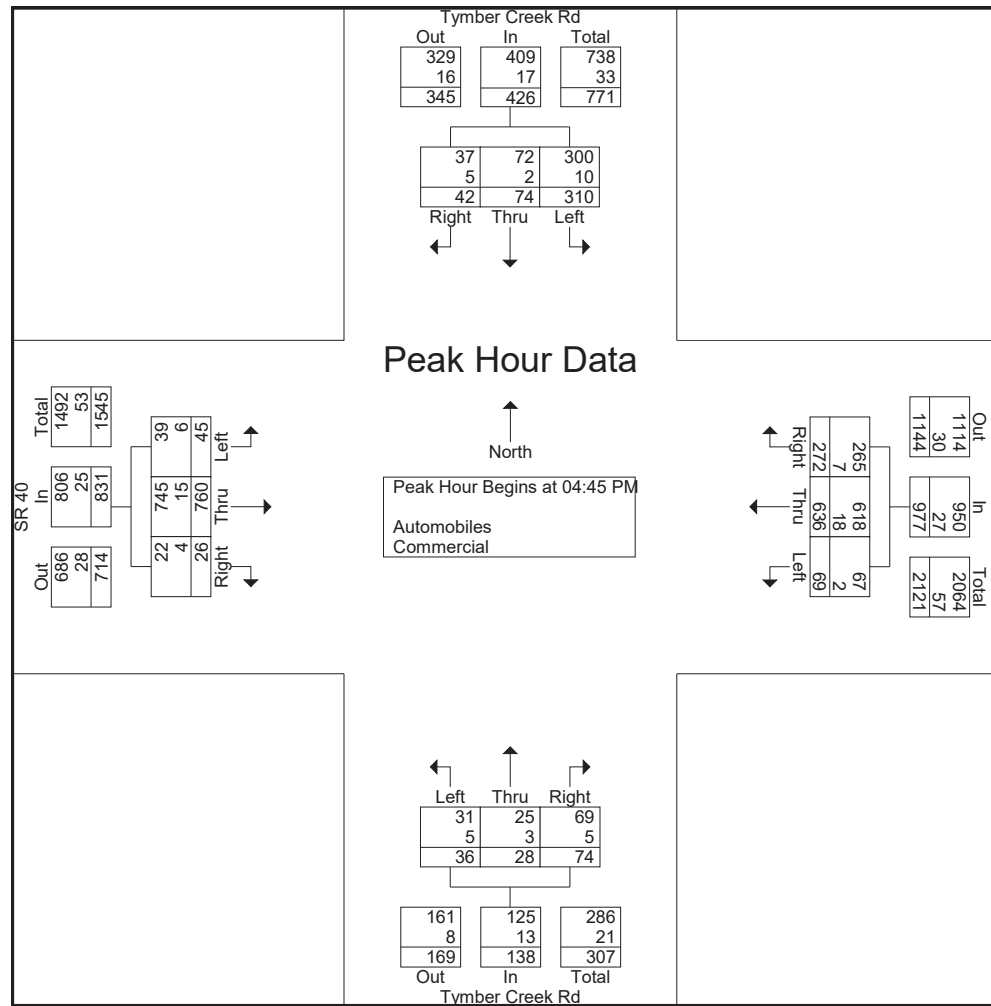
Volusia County, FL

File Name : 04 Tymber at SR 40

Site Code : 00000004

Start Date : 9/9/2021

Page No : 5



DE TRAFFIC

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 : 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				
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

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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 : 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

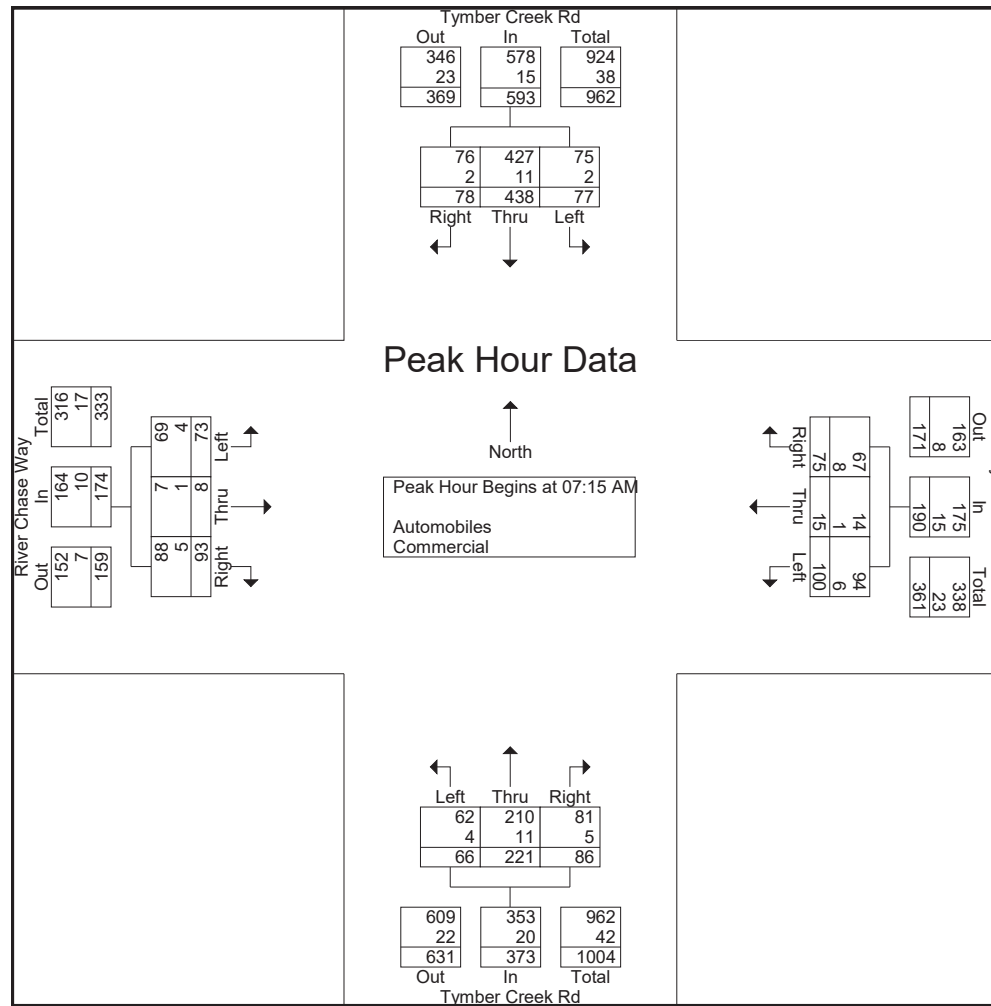
Tymber Creek Rd at Tymber Run
Volusia County, FL

File Name : 03 Tymber at Run

Site Code : 00000003

Start Date : 9/9/2021

Page No : 3



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 : 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

DE TRAFFIC

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386-341-4186

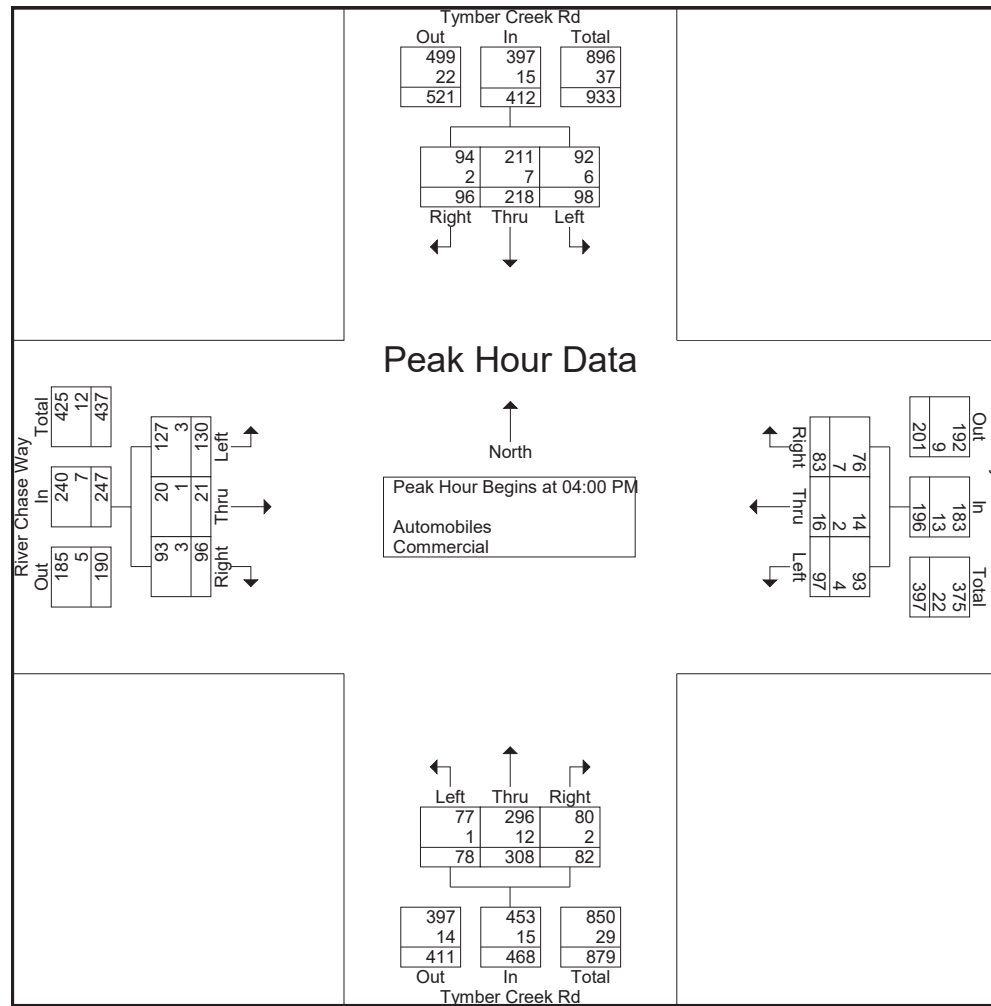
Tymber Creek Rd at Tymber Run
Volusia County, FL

File Name : 03 Tymber at Run

Site Code : 00000003

Start Date : 9/9/2021

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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 : 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				Int. Total
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. 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

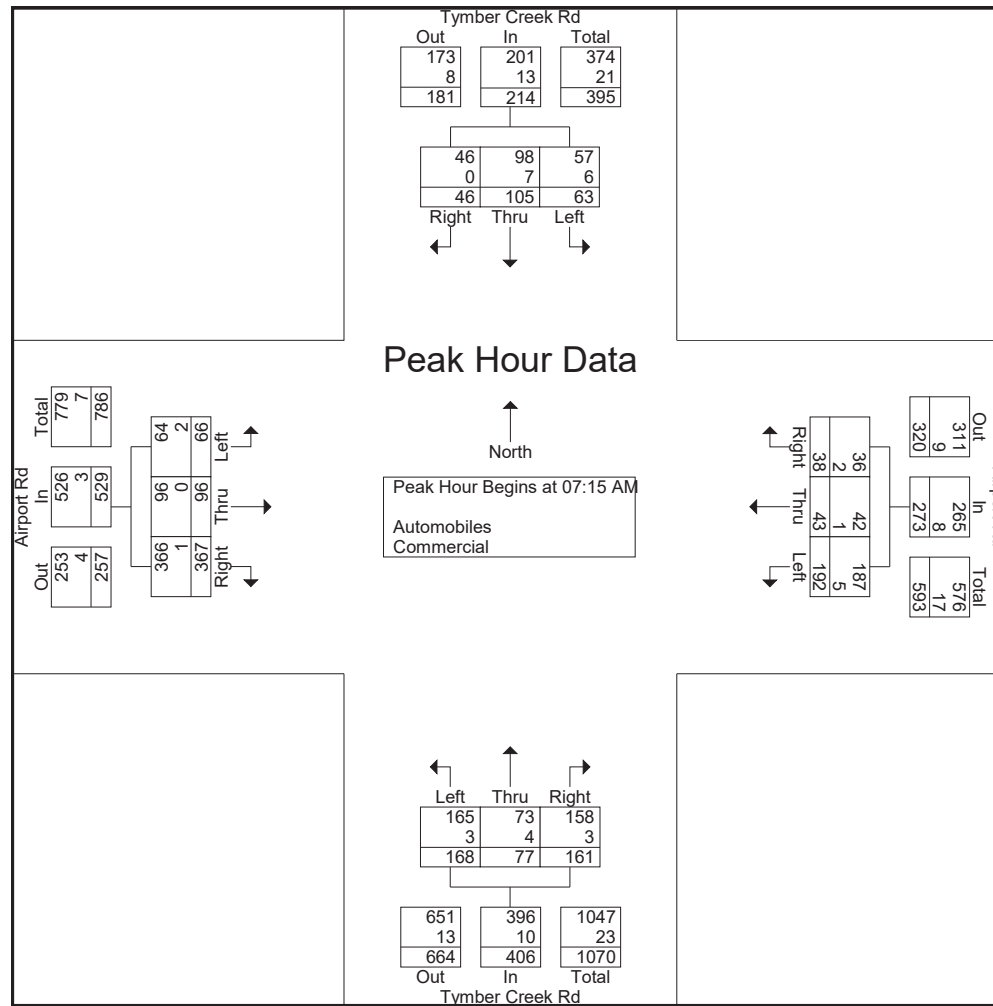
Tymber Creek Rd at Airport Rd
Volusia County, FL

File Name : 02 airport at tymber

Site Code : 00000002

Start Date : 9/9/2021

Page No : 3



DE TRAFFIC

detraffic.com

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

DE TRAFFIC

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386-341-4186

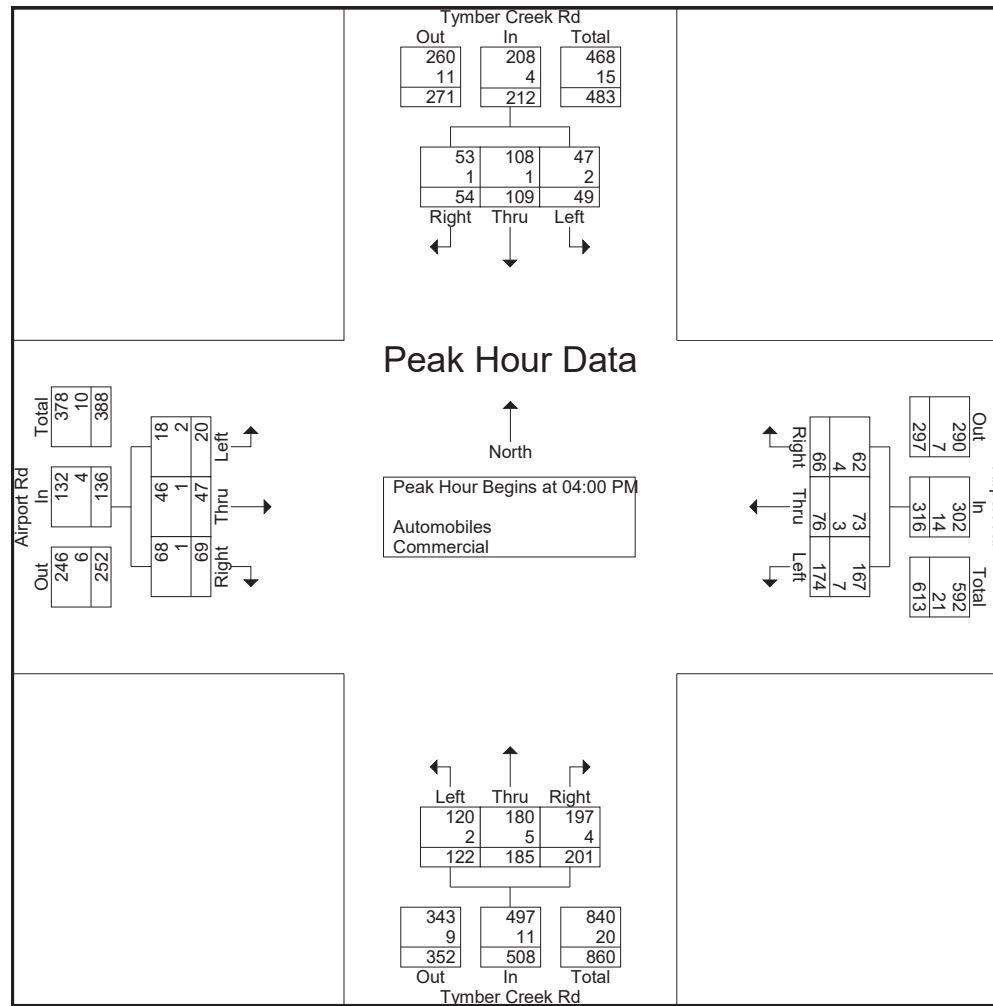
Tymber Creek Rd at Airport Rd
Volusia County, FL

File Name : 02 airport at tymber

Site Code : 00000002

Start Date : 9/9/2021

Page No : 5



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 : 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

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 : 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

DE TRAFFIC

detraffic.com
 386-341-4186
 Leeway Trail at Airport Rd
 Volusia County, FL

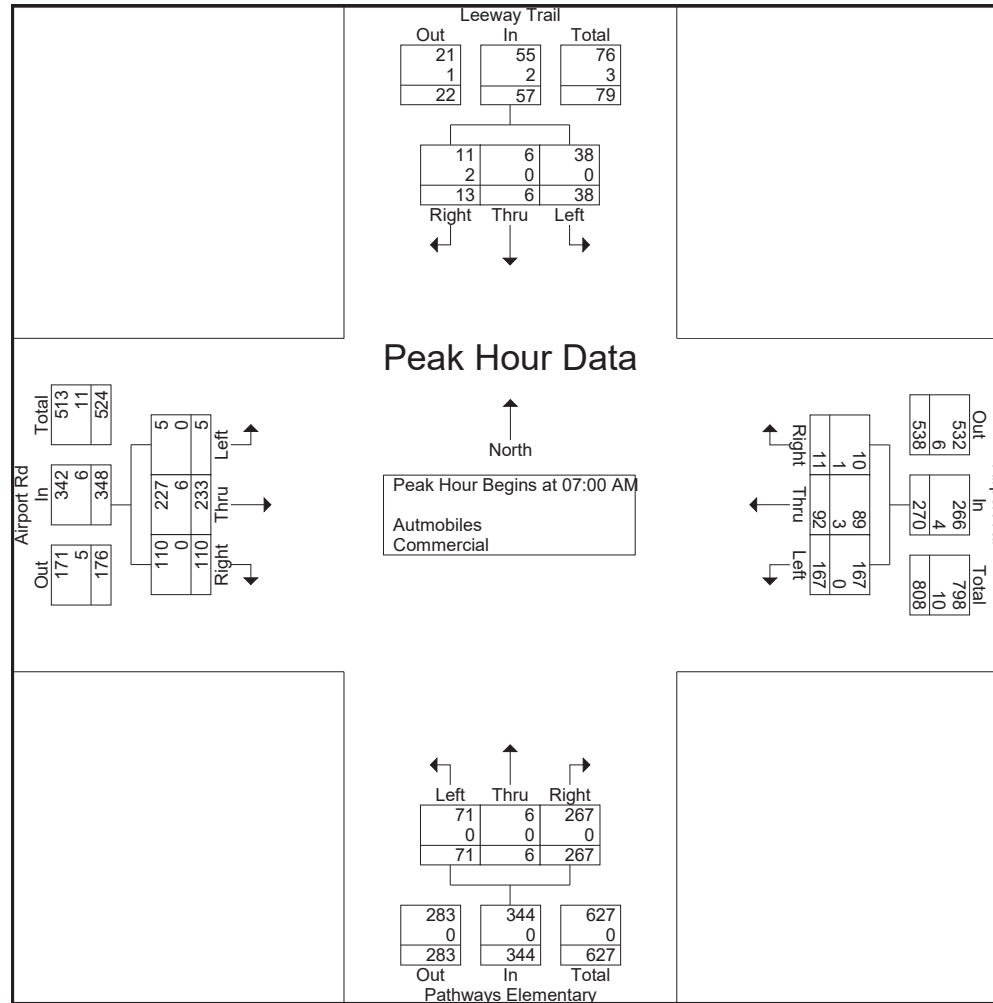
File Name : Leeway Trail
 Site Code : 00000002
 Start Date : 9/9/2021
 Page No : 2

	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

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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

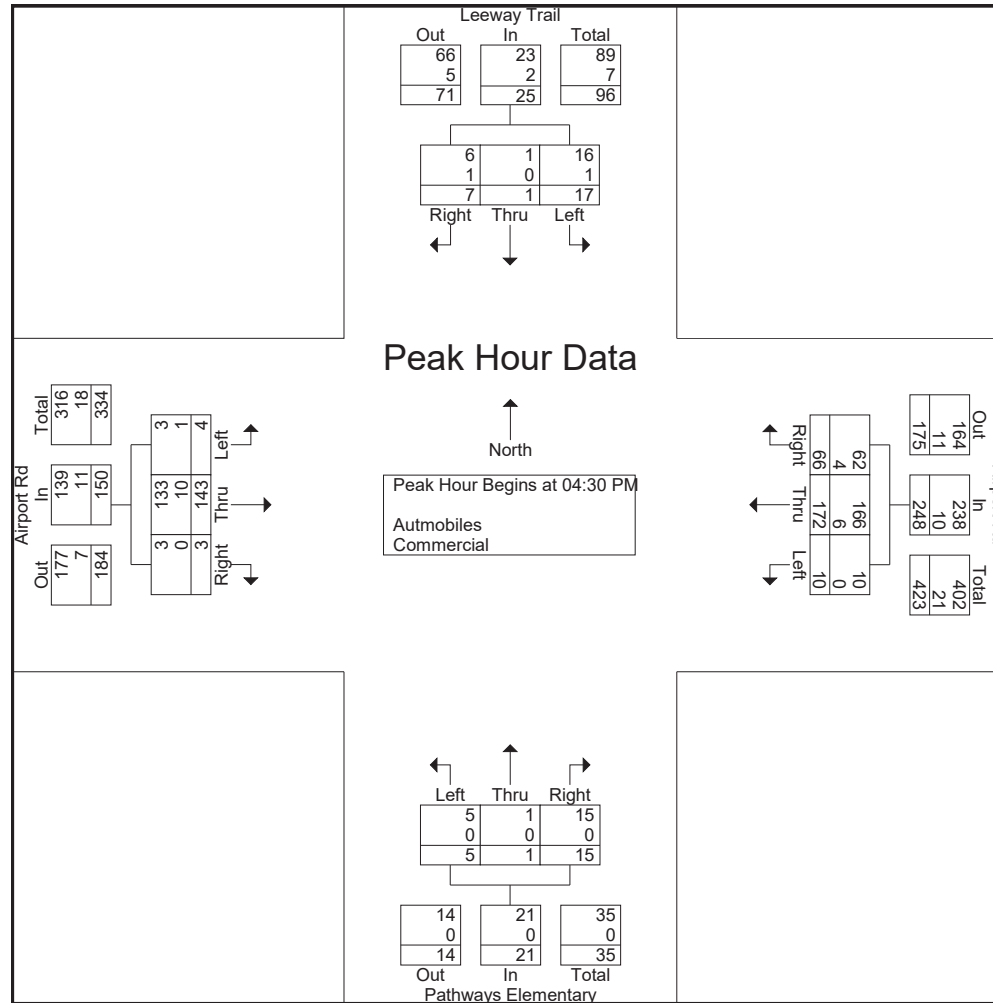
Page No : 4

	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
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 Leeway Trail at Airport Rd
 Volusia County, FL

File Name : Leeway Trail
 Site Code : 00000002
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 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

		MOCF: 0.93	
WEEK	DATES	SF	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					2024 Background Traffic										Peak-Hour Factor
		Approach	Movement	TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume		
1. Timber Creek Rd. at Grand Blvd	Eastbound	U-Turn	2021	40	3	8%	1.01	40	3	8%	6.20%	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	4	35			0	35			
	Westbound	U-Turn		0	0	0%		0	0	0%	1.00%	629	0	0	0			0	0			
				14	0	0%		14	0	0%			14	0	14			0	14			
				313	12	4%		316	12	4%			326	113	439			0	439			
	Northbound	U-Turn		411	5	1%		415	5	1%	1.00%	140	428	0	428	68.1%	In	18	446			
				0	0	0%		0	0	0%			0	0	0			0	0			
				35	7	20%		35	7	20%			35	36	71			0	71			
	Southbound	U-Turn		55	4	7%		56	4	7%	1.00%	659	57	0	57			0	57			
				0	0	0%		0	0	0%			0	0	0			0	0			
				518	0	0%		523	0	0%			539	52	591	68.1%	Out	55	646			
			50	7	14%	51	7	14%	1.00%		53	53	106			0	106					
			55	6	9%	56	6	9%			58	4	72	1.3%	Out	1	73					
		TMCs Collected					2021 Factored Existing Traffic					2024 Background Traffic										Peak-Hour Factor
Approach	Movement	TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume				
2. Timber Creek Rd. at Timber Run	Eastbound	U-Turn	2021	73	4	5%	1.01	74	4	5%	1.00%	181	76	0	76			0	76	0.87		
				0	1	13%		0	1	13%			0	0	0			0	0			
				83	5	6%		84	5	6%			97	3	100			0	100			
	Westbound	U-Turn		100	0	0%		101	0	0%	1.00%	198	104	0	104			0	104			
				15	1	7%		15	1	7%			16	16	31			0	31			
				0	0	0%		0	0	0%			0	0	0			0	0			
	Northbound	U-Turn		72	3	0%		73	0	0%	1.00%	388	75	0	75			0	75			
				66	4	6%		67	4	6%			69	3	72	69.4%	In	10	263			
				221	11	5%		223	11	5%			230	14	244			0	244			
	Southbound	U-Turn		89	5	6%		87	5	6%	1.00%	617	89	0	89			0	89			
				0	0	0%		0	0	0%			0	0	0			0	0			
				77	2	3%		78	2	3%			80	0	80	0.7%	Out	1	81			
			438	11	3%	442	11	3%	1.00%		455	14	469	69.4%	Out	56	525					
			79	2	3%	81	2	3%			81	81	162			0	162					
		TMCs Collected					2021 Factored Existing Traffic					2024 Background Traffic										Peak-Hour Factor
Approach	Movement	TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume				
3. Timber Creek Rd. at Airport Rd	Eastbound	U-Turn	2021	66	2	0%	1.01	66	0	0%	1.00%	550	0	0	0			0	0	0.86		
				96	0	0%		97	0	0%			100	0	100	2.0%	Out	5	105			
				367	1	0%		371	1	0%			382	382	763	28.0%	Out	23	404			
	Westbound	U-Turn		192	5	3%		194	5	3%	1.00%	284	200	0	200			0	200			
				43	3	7%		43	3	7%			45	45	90	6.0%	In	2	46			
				0	0	0%		0	0	0%			0	0	0			0	0			
	Northbound	U-Turn		168	3	0%		170	3	0%	1.00%	422	175	0	175	28.0%	In	4	182			
				77	4	5%		78	4	5%			80	80	160	42.0%	In	11	91			
				181	3	2%		183	3	2%			188	188	376			0	376			
	Southbound	U-Turn		63	0	0%		64	0	0%	1.00%	223	66	0	66	9.0%	Out	7	73			
				106	7	7%		108	7	7%			109	34	143	24.0%	Out	34	143			
				46	0	0%		46	0	0%			47	47	94	2.0%	Out	2	49			
		TMCs Collected					2021 Factored Existing Traffic					2024 Background Traffic										Peak-Hour Factor
Approach	Movement	TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume				
4. Airport Rd. at Leeway Tr	Eastbound	U-Turn	2021	5	0	0%	1.01	5	0	0%	1.00%	362	5	0	5			0	5	0.79		
				233	0	0%		235	0	0%			242	242	484	7.0%	In	2	244			
				110	0	0%		110	0	0%			114	114	228			0	228			
	Westbound	U-Turn		167	0	0%		169	0	0%	1.00%	281	174	0	174			0	174			
				52	3	6%		53	3	6%			56	56	112	7.0%	Out	0	112			
				11	1	9%		11	1	9%			11	11	22			0	22			
	Northbound	U-Turn		71	0	0%		72	0	0%	1.00%	358	74	0	74			0	74			
				8	0	0%		8	0	0%			8	8	16			0	16			
				207	0	0%		210	0	0%			218	218	436			0	436			
	Southbound	U-Turn		38	0	0%		38	0	0%	1.00%	59	40	0	40			0	40			
				0	0	0%		0	0	0%			0	0	0			0	0			
				13	2	15%		13	2	15%			14	14	28			0	28			
		TMCs Collected					2021 Factored Existing Traffic					2024 Background Traffic										Peak-Hour Factor
Approach	Movement	TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume				
5. Timber Creek Rd. at Project Driveway 1	Eastbound	U-Turn	2021	0	0	0%	1.01	0	0	0%	1.00%	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			0	0			
	Westbound	U-Turn		0	0	0%		0	0	0%	1.00%	0	0	0	0	53.0%	Out	0	0			
				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		0	0	0%		0	0	0%	1.00%	0	0	0	0	52.0%	In	14	14			
				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		0	0	0%		0	0	0%	1.00%	0	0	0	0			0	0			
				0	0	0%		0	0	0%			0	0	0			0	0			
				0	0	0%		0	0	0%			0	0	0			0	0			
			0	0	0%	0	0	0%			222	0	222			0	222					
			0	0	0%	0	0	0%			0	0	7.0%	In	2	2	2					
		TMCs Collected					2021 Factored Existing Traffic					2024 Background Traffic										Peak-Hour Factor
Approach	Movement	TMC Year	Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	Est. Count	Est. Truck Count	% Heavy Vehicles	Approach Growth Rate	Approach Volume	Background Volume w/o Vested	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume				
6. Airport Rd. at Project Driveway 2	Eastbound	U-Turn	2021	0	0	0%	1.01	0	0	0%	1.00%	0	0	0	0	5.0%	In	1	1	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		0	0	0%		0	0	0%	1.00%	0	0	0	0	37.0%	In	10	10			
				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		0	0	0%		0	0	0%	1.00%	0	0	0	0			0	0			
				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		0	0	0%		0	0	0%	1.00%	0	0	0	0	36.0%	Out	29	29			
				0	0	0%		0	0	0%			0	0	0			0	0			
				0	0	0%		0	0	0%			0	0	0			0	0			
			0	0	0%	0	0	0%			0	0	5.0%	Out	4	4						

PM Peak-Hour Factored Volumes

Intersection	Approach	Mvmt	TMCs Collected			Seasonal Factor	2021 Factored Existing Traffic			Approach Growth Rate	Background Traffic			Build-Out Traffic			Peak-Hour Factor	
			TMC Year	Raw Count	% Heavy Vehicle		Est. Count	Est. Truck Count	% Heavy Vehicles		Background Volume w/o Vested	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips		Total Build-Out Volume
1. Timber Creek Rd at Canada Blvd	Eastbound	U-Turn	2021	45	0%	1.01	45	0	0%	6.20%	0	54	26	80	1.3%	In	1	81
		Through		760	15%		768	15	2%		911	219	1,130	0	0	1,130		
		Right		26	4%		26	4	15%		31	31	0	0	0	31		
	Westbound	U-Turn		0	0%		0	0	0%		0	0	0	0	0	0	0	
		Through		69	2%		70	2	3%	1.00%	72	72	0	0	0	72		
		Right		636	18%		642	18	3%		662	198	68.1%	in	63	499		
	Northbound	U-Turn		272	7%		273	7	3%		283	93	376	68.1%	in	63	499	
		Through		36	5%		36	5	14%	1.00%	37	37	0	0	0	37		
		Right		28	3%		28	3	11%		29	29	0	0	0	29		
	Southbound	U-Turn		74	5%		75	5	7%		77	77	0	0	0	77		
		Through		310	10%		313	10	3%	1.00%	322	129	451	68.1%	Out	37	488	
		Right		74	2%		75	2	3%		77	77	0	0	0	77		
		Right		42	5%	1.01	42	5	13%		44	1	45	1.3%	Out	1	46	
2. Timber Creek Rd at Timber Run	Eastbound	U-Turn	2021	130	3%	1.01	131	3	2%	1.00%	135	135	0	0	0	135		
		Through		21	1%		21	1	0%		22	22	0	0	0	22		
		Right		96	3%		97	3	3%		100	4	104	0	0	104		
	Westbound	U-Turn		0	0%		0	0	0%		0	0	0	0	0	0	0	
		Through		97	4%		98	4	4%	1.00%	101	101	0	0	0	101		
		Right		16	2%		16	2	13%		17	17	0	0	0	17		
	Northbound	U-Turn		83	7%		84	7	8%		87	87	0%	in	0	87		
		Through		78	1%		79	1	1%	1.00%	81	4	85	0	0	85		
		Right		308	12%		311	12	3%		320	112	432	69.4%	In	64	496	
	Southbound	U-Turn		82	2%		83	2	2%		85	85	0	0	0	85		
		Through		0	0%		0	0	0%	1.00%	102	102	1.0%	Out	0	0	0	
		Right		218	7%		220	7	3%		227	103	330	69.4%	Out	37	367	
		Right		96	2%	1.01	97	2	2%		100	100	0	0	0	100		
3. Timber Creek Rd at Airport Rd	Eastbound	U-Turn	2021	20	2%	1.01	20	2	10%	1.00%	21	21	0	0	0	21		
		Through		47	1%		47	1	2%		49	49	6.0%	Out	3	52		
		Right		69	1%		70	1	1%		72	72	28.0%	Out	15	87		
	Westbound	U-Turn		0	0%		0	0	0%		0	0	0%	0	0	0	0	
		Through		174	7%		176	7	4%	1.00%	181	181	0	0	0	181		
		Right		78	3%		79	3	4%		79	79	6.0%	In	6	85		
	Northbound	U-Turn		66	4%		67	4	6%		69	69	9.0%	In	8	77		
		Through		122	2%		123	2	2%	1.00%	127	127	28.0%	In	26	153		
		Right		185	5%		187	5	3%		192	192	42.0%	In	39	231		
	Southbound	U-Turn		201	4%		203	4	2%		209	209	0%	0	0	209		
		Through		49	2%		49	2	4%	1.00%	51	51	8.0%	Out	5	56		
		Right		109	1%		110	1	1%		113	113	42.0%	Out	23	136		
		Right		54	1%	1.01	55	1	2%		57	57	3.0%	Out	2	59		
4. Airport Rd at Leeway Tr	Eastbound	U-Turn	2021	4	1%	1.01	4	1	25%	1.00%	4	4	0	0	0	4		
		Through		143	10%		144	10	7%		148	148	7.0%	In	6	154		
		Right		3	0%		3	0	0%		3	3	0%	0	0	3		
	Westbound	U-Turn		0	0%		0	0	0%		0	0	0%	0	0	0	0	
		Through		10	0%		10	0	0%	1.00%	10	10	0%	0	0	10		
		Right		112	6%		114	6	3%		119	179	7.0%	Out	4	183		
	Northbound	U-Turn		58	5%		59	4	6%		61	61	0%	0	0	61		
		Through		5	0%		5	0	0%	1.00%	5	5	0%	0	0	5		
		Right		1	0%		1	0	0%		1	1	0%	0	0	1		
	Southbound	U-Turn		15	0%		15	0	0%		16	16	0%	0	0	16		
		Through		17	1%		17	1	6%	1.00%	18	18	0%	0	0	18		
		Right		7	1%	1.01	7	1	14%		7	7	0%	0	0	7		
5. Timber Creek Rd at Project Driveway 1	Eastbound	U-Turn	2021	0	0%	1.01	0	0	0%	1.00%	0	0	0	0	0	0	0	
		Through		0	0%		0	0	0%		0	0	0%	0	0	0	0	
		Right		0	0%		0	0	0%		0	0	0%	0	0	0	0	
	Westbound	U-Turn		0	0%		0	0	0%	1.00%	0	0	0	0	0	0	0	
		Through		0	0%		0	0	0%		0	0	0%	0	0	0	0	
		Right		0	0%		0	0	0%		0	0	0%	0	0	0	0	
	Northbound	U-Turn		0	0%		0	0	0%	1.00%	0	0	0	0	0	0	0	
		Through		0	0%		0	0	0%		0	0	0%	0	0	0	0	
		Right		0	0%		0	0	0%		0	0	0%	0	0	0	0	
	Southbound	U-Turn		0	0%		0	0	0%	1.00%	0	0	0	0	0	0	0	
		Through		0	0%		0	0	0%		0	0	0%	0	0	0	0	
		Right		0	0%		0	0	0%		0	0	0%	0	0	0	0	
6. Airport Rd at Project Driveway 2	Eastbound	U-Turn	2021	0	0%	1.01	0	0	0%	1.00%	0	0	0	0	0	0	0	
		Through		0	0%		0	0	0%		0	0	0%	0	0	0	0	
		Right		0	0%		0	0	0%		0	0	0%	0	0	0	0	
	Westbound	U-Turn		0	0%		0	0	0%	1.00%	0	0	0	0	0	0	0	
		Through		0	0%		0	0	0%		0	0	0%	0	0	0	0	
		Right		0	0%		0	0	0%		0	0	0%	0	0	0	0	
	Northbound	U-Turn		0	0%		0	0	0%	1.00%	0	0	0	0	0	0	0	
		Through		0	0%		0	0	0%		0	0	0%	0	0	0	0	
		Right		0	0%		0	0	0%		0	0	0%	0	0	0	0	
	Southbound	U-Turn		0	0%		0	0	0%	1.00%	0	0	0	0	0	0	0	
		Through		0	0%		0	0	0%		0	0	0%	0	0	0	0	
		Right		0	0%		0	0	0%		0	0	0%	0	0	0	0	

*Note:
Peak-Hour Factor
Min = 0.75 Max = 0.95

APPENDIX D

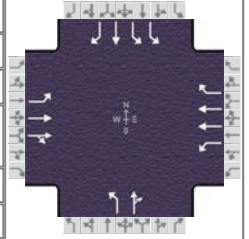
Intersections HCS Summary Sheets - Existing Conditions

HCS7 Signalized Intersection Results Summary

9.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				

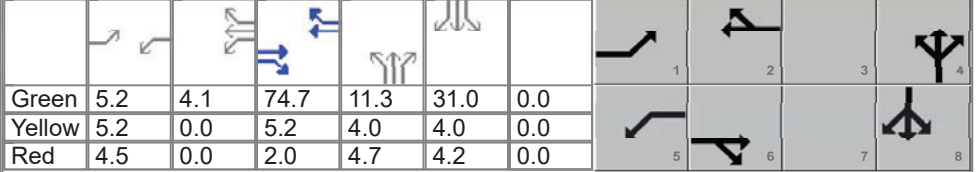


Demand Information

	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



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

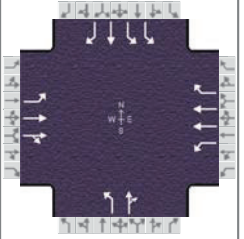
	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	1.92		B	2.28		B	2.47		B	2.34		B
Bicycle LOS Score / LOS	1.04		A	1.19		A	0.73		A	1.61		B

HCS7 Signalized Intersection Results Summary

9.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 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						
	Green	6.3	2.1	96.1	11.3	20.4	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	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

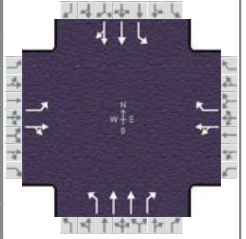
	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	1.91		B	2.27		B	2.48		B	2.34		B
Bicycle LOS Score / LOS	1.22		A	1.34		A	0.73		A	1.23		A

HCS7 Signalized Intersection Results Summary

9.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	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		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	

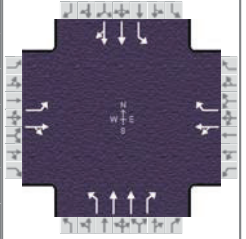
HCS7 Signalized Intersection Results Summary

9.B.c

General Information

Agency	LTG, Inc.		
Analyst	BNH	Analysis Date	9/17/2021
Jurisdiction	Volusia County	Time Period	P.M. Peak Existing
Urban Street	Tymber Creek Rd	Analysis Year	2021
Intersection	Tymber Creek Rd & Ty...	File Name	2.1- Tymber Creek
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	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	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		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

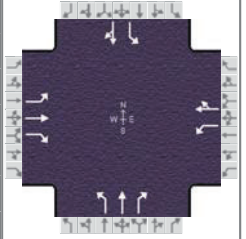
9.B.c

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

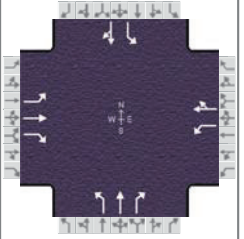
9.B.c

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	0.95
Analysis Period	1> 7:00
File Name	3.1- Tymber Creek Rd & Airport 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	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
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		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

9.B.c

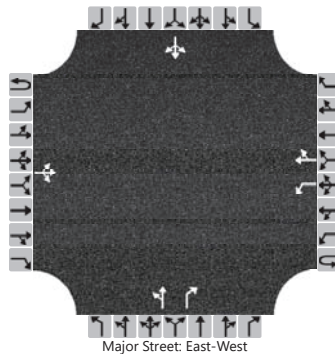
General Information

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

9.B.c

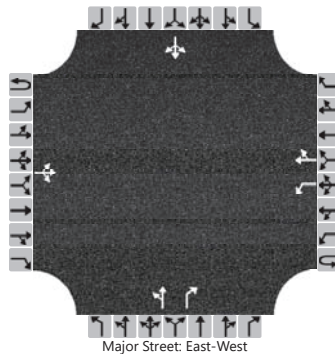
General Information

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 BeachISOLATED: ☒ XDATE: 3/24/2015SIGNAL #: 401CO-ORD: ☐Design By: M. TobinSystem #: -

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	CONDITION OF OVERHEAD			OK		PROM NUMBER		P8
3000E	OVERHEAD STREET NAMES			NO				68 Feet
PHASES:	8Φ	ILLUMINATED STREET NAMES			YES	8216A 3.7.3		SIGNAL OWNER ⁴
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 RdOrmond BeachISOLATED: ☒ XDATE: 2/20/2015SIGNAL #: 357CO-ORD: ☐Design By: M. TobinSystem #: -

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

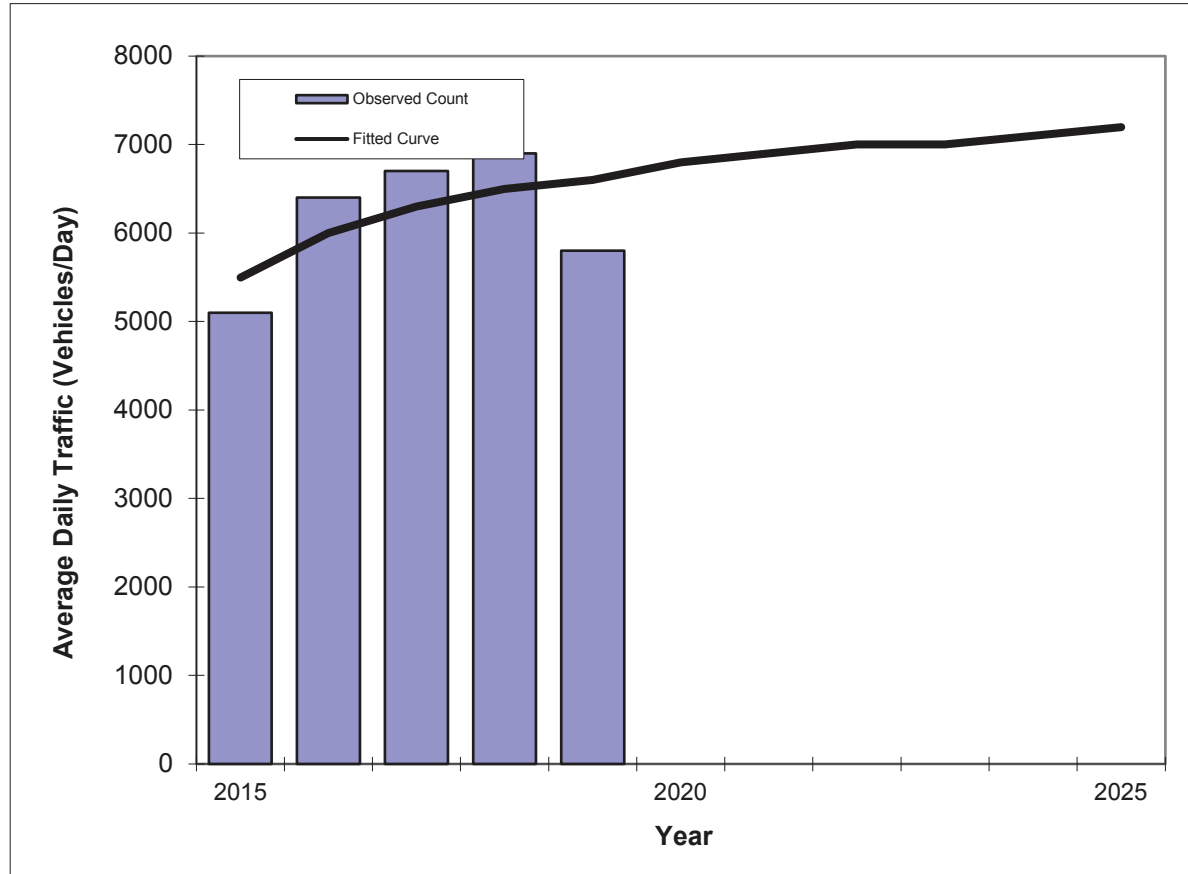
APPENDIX F

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

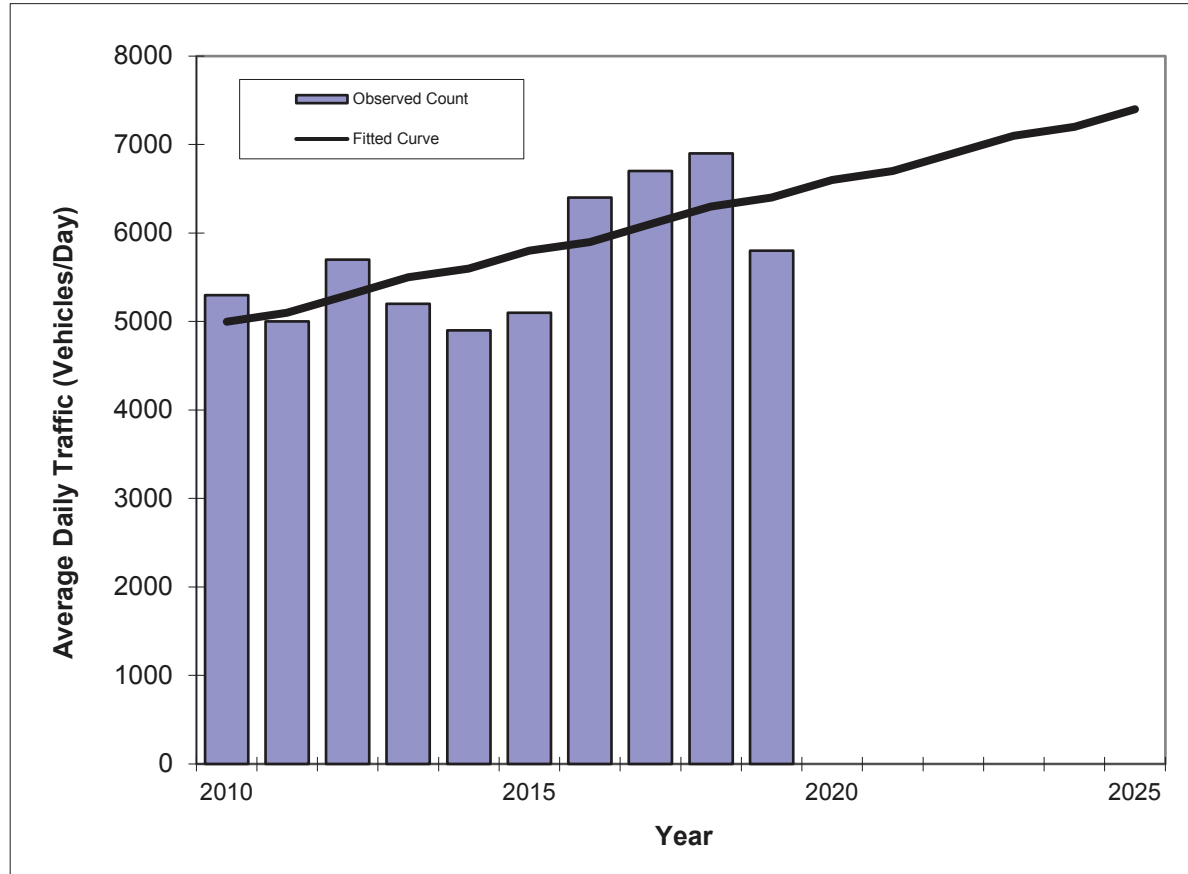
*Axle-Adjusted

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:

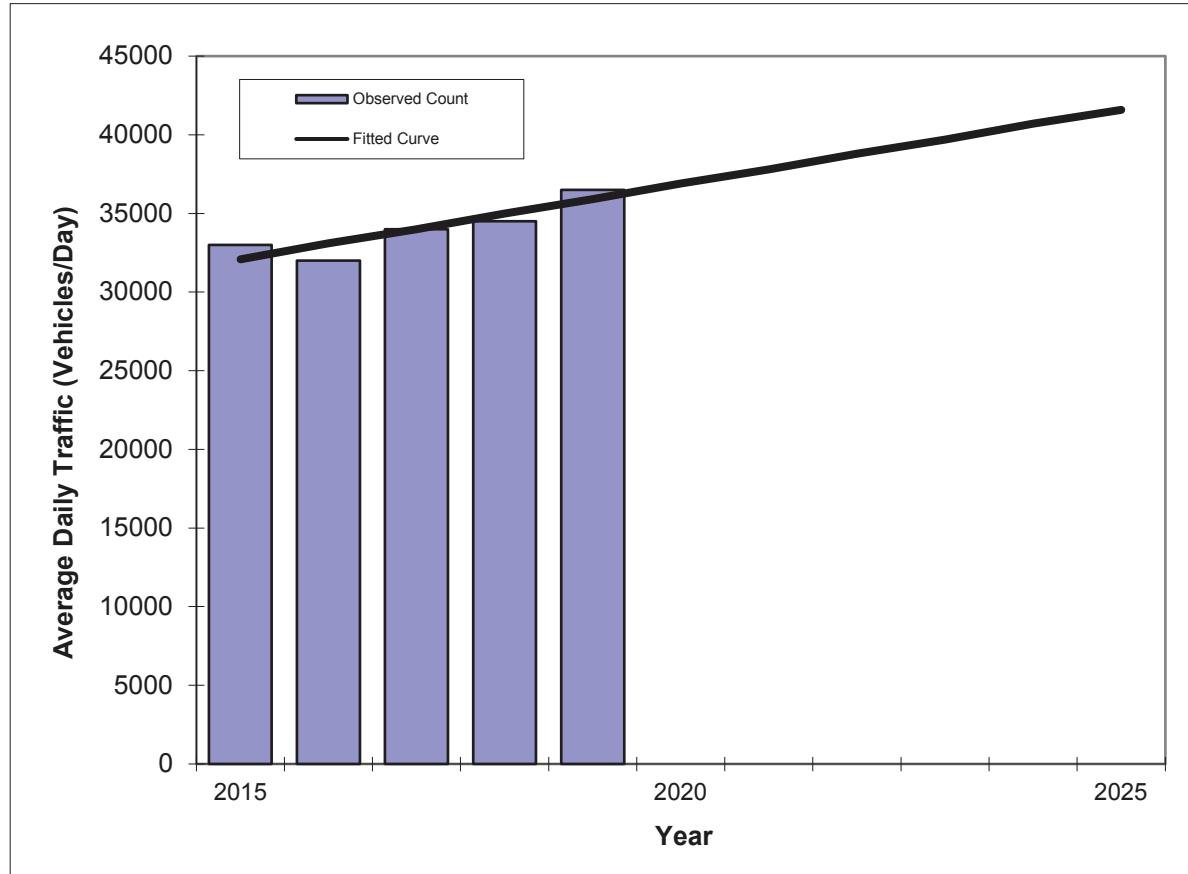
Volusia

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

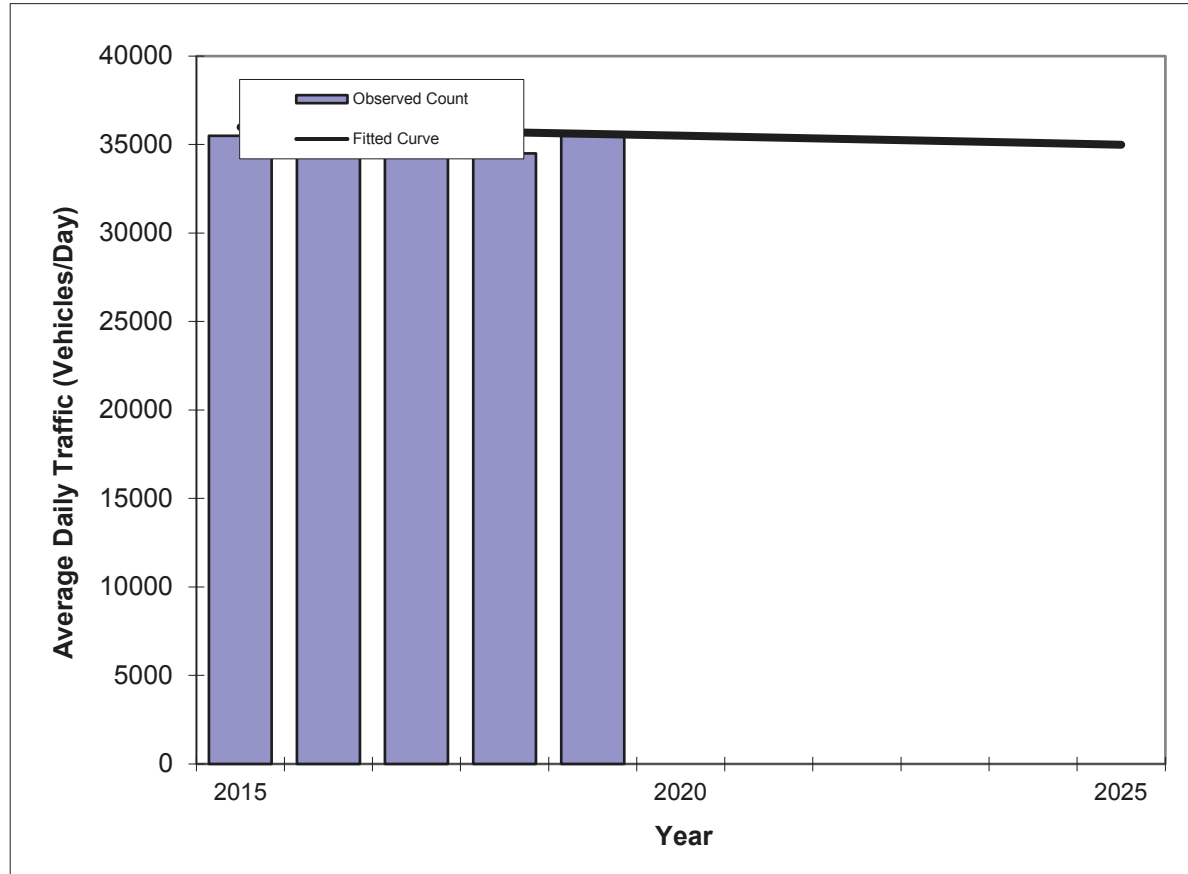
Straight Line Growth Option

*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

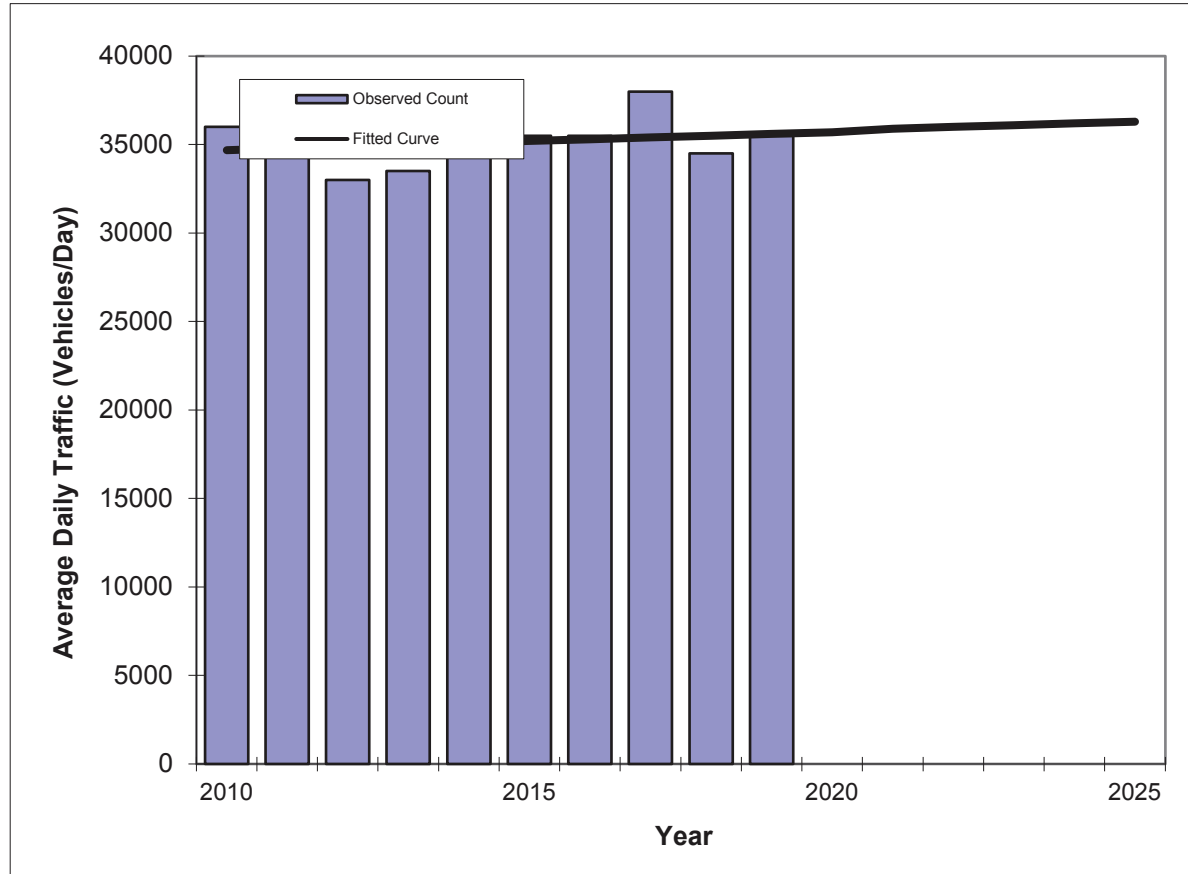
*Axle-Adjusted

TRAFFIC TRENDS

Granada Blvd -- I-95 to Clyde Morris Blvd

County:
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

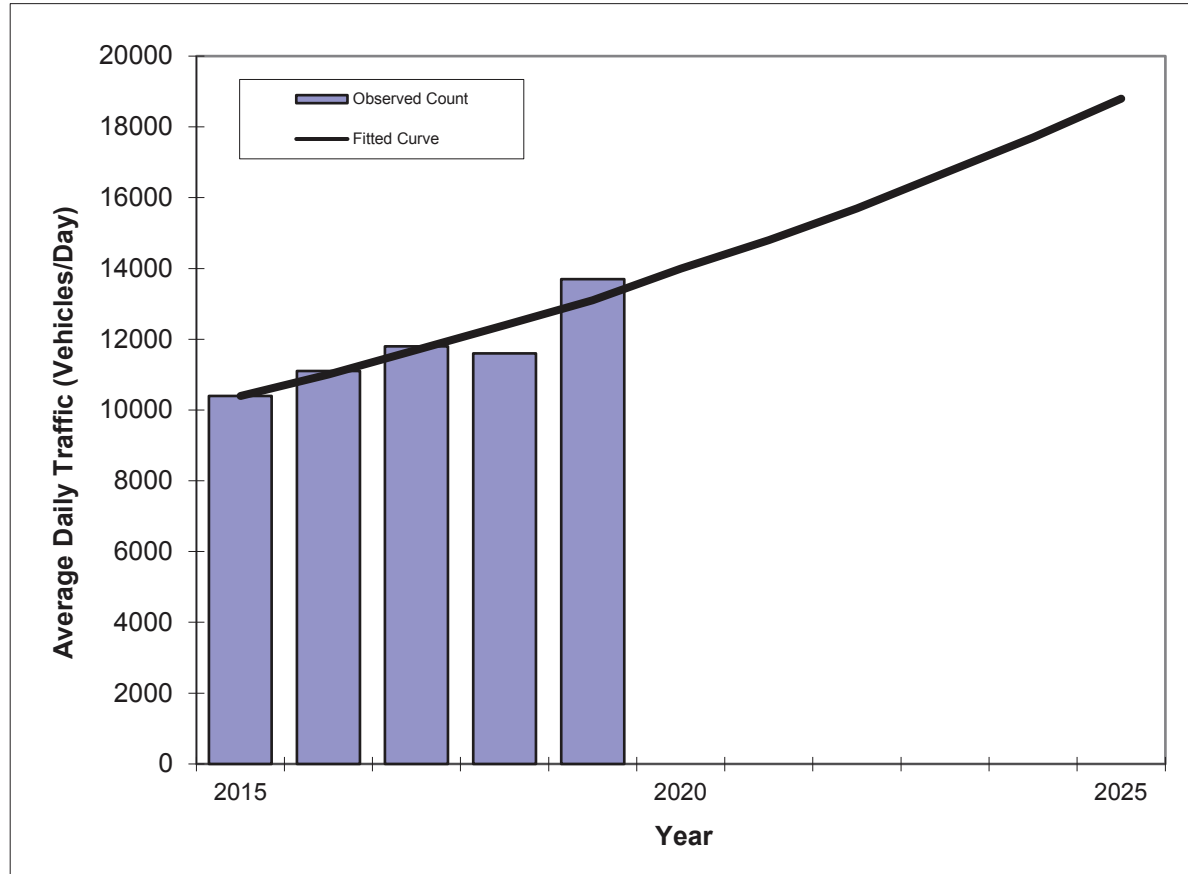
Exponential Growth Option

*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

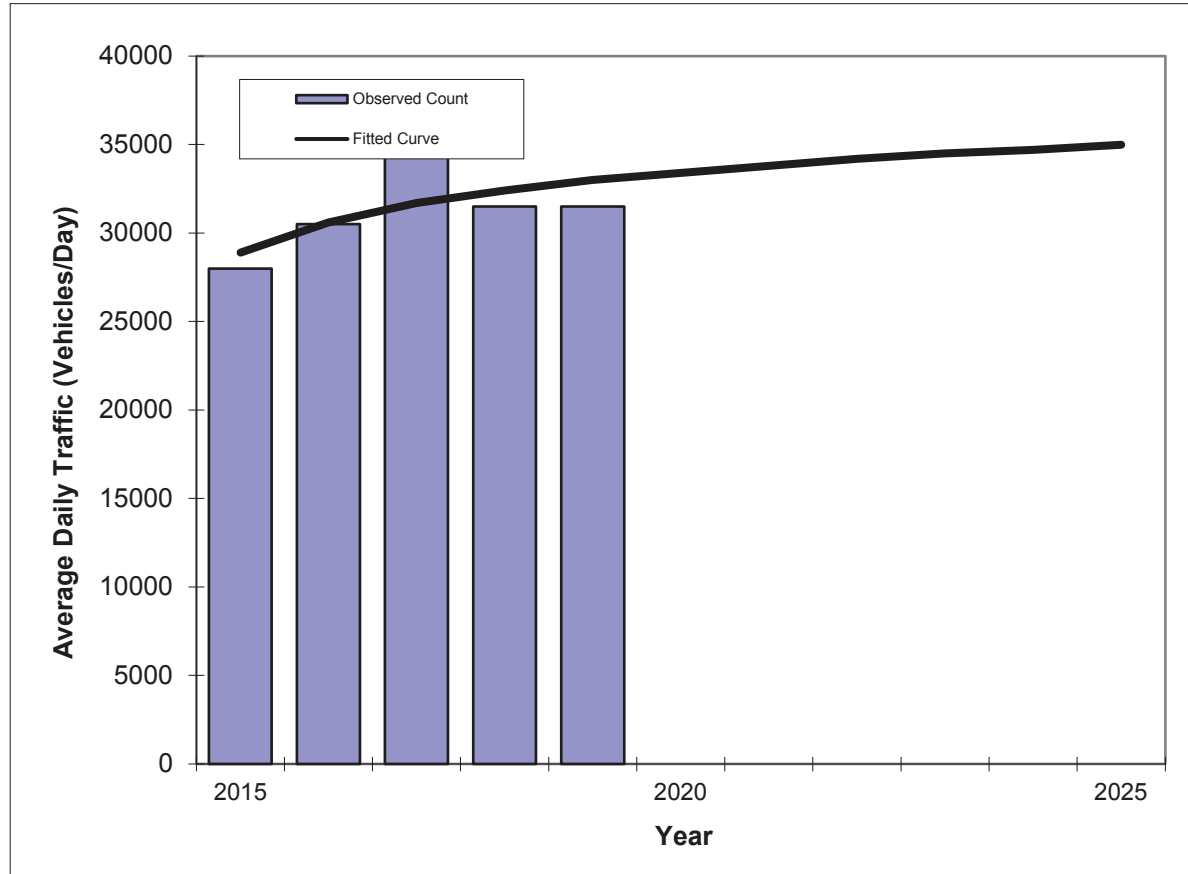
*Axle-Adjusted

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

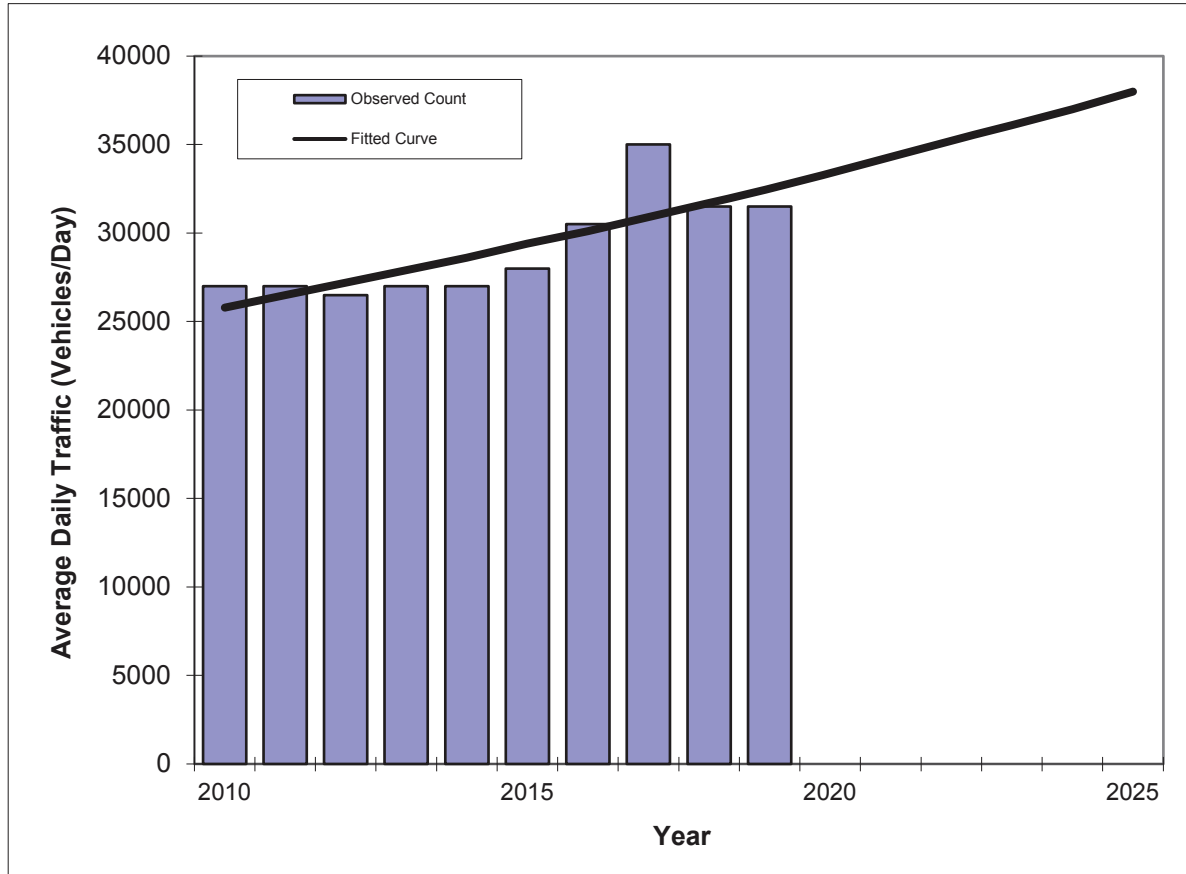
*Axle-Adjusted

TRAFFIC TRENDS

Granada Blvd -- Rima Ridge Rd to I-95

County:
Station #:
Highway:

Volusia
499
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

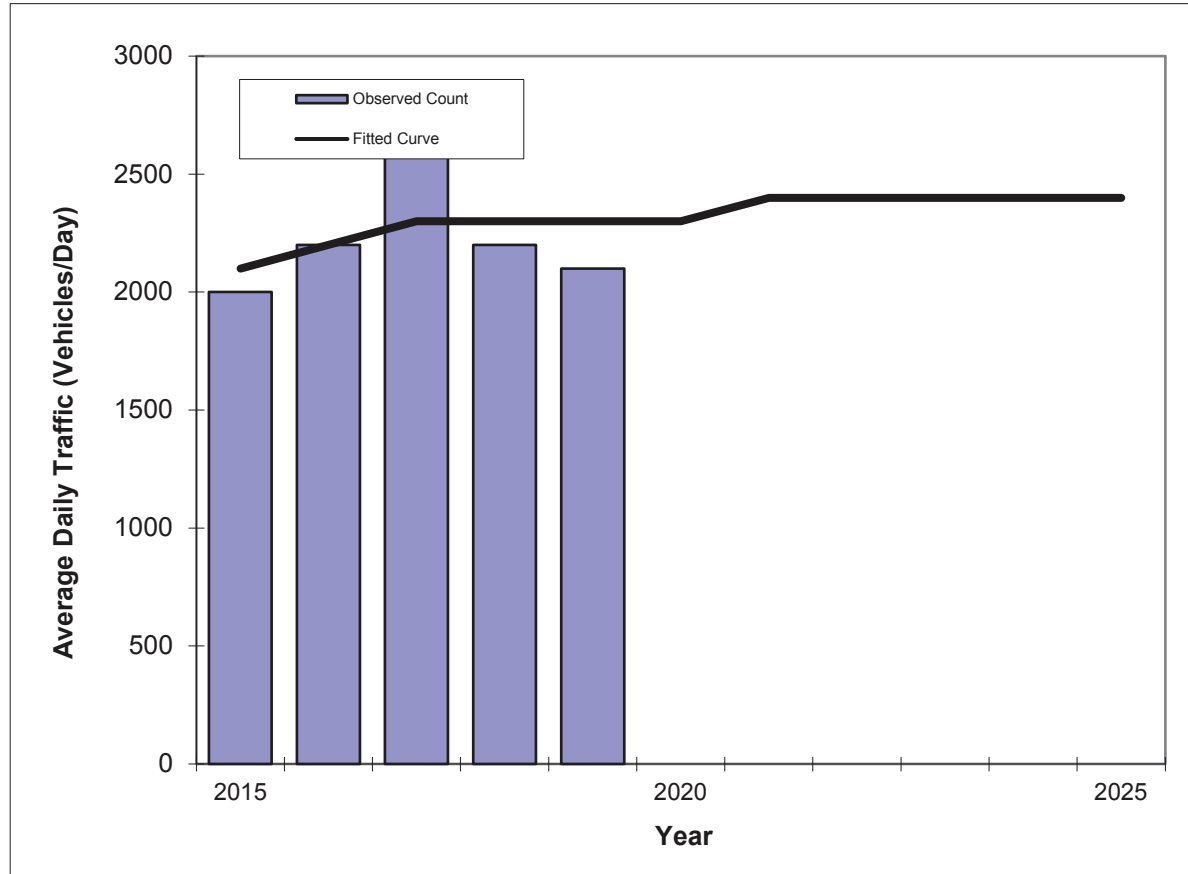
*Axle-Adjusted

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

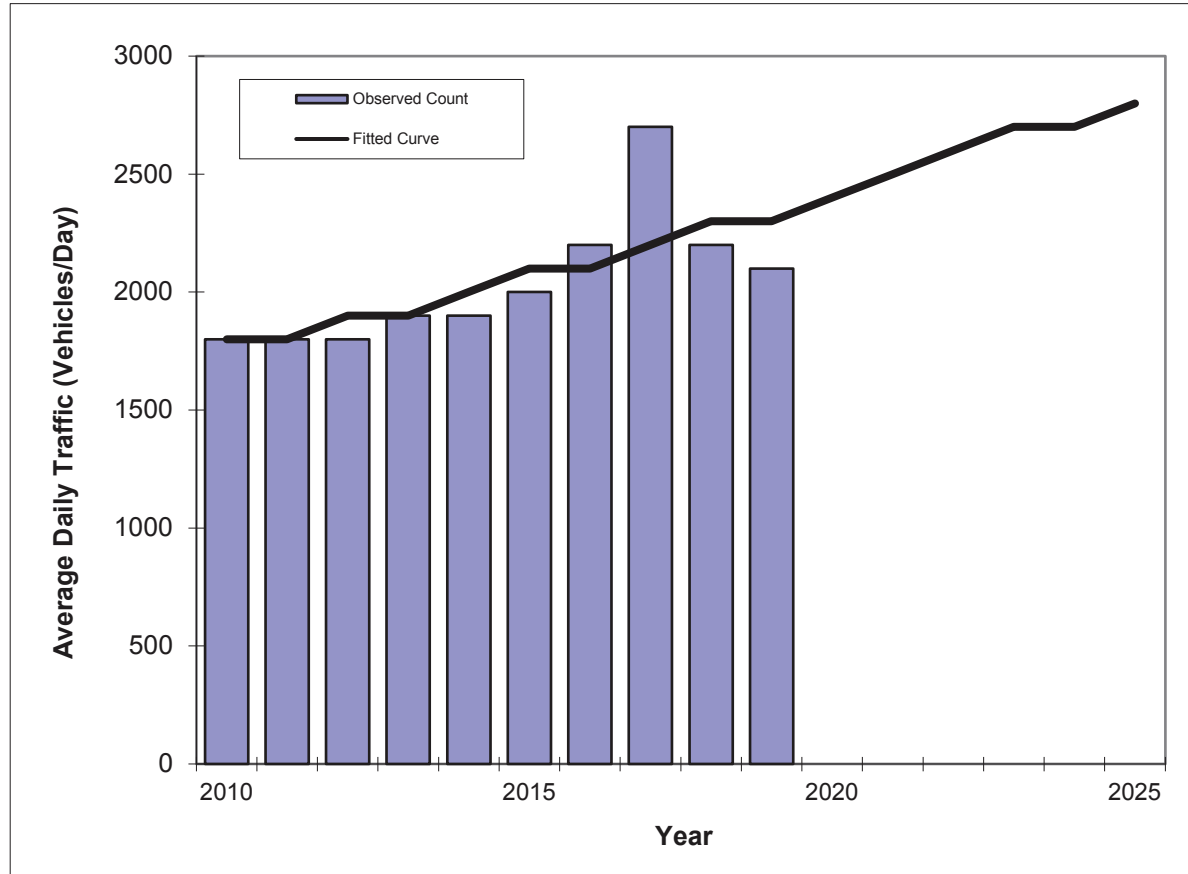
*Axle-Adjusted

TRAFFIC TRENDS

Tymber Creek Rd -- Airport Rd to Broadway Ave/US 1

County:
Station #:
Highway:

Volusia
1883
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

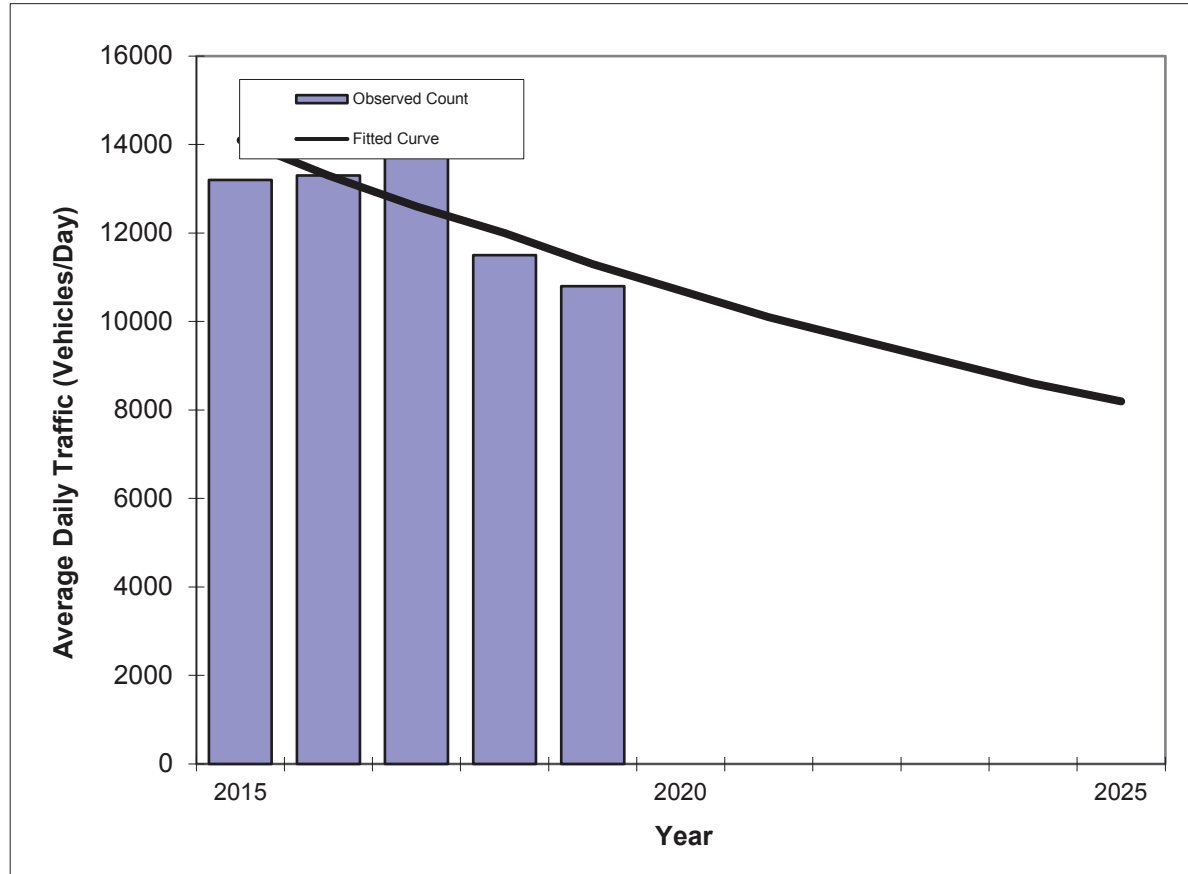
*Axle-Adjusted

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:

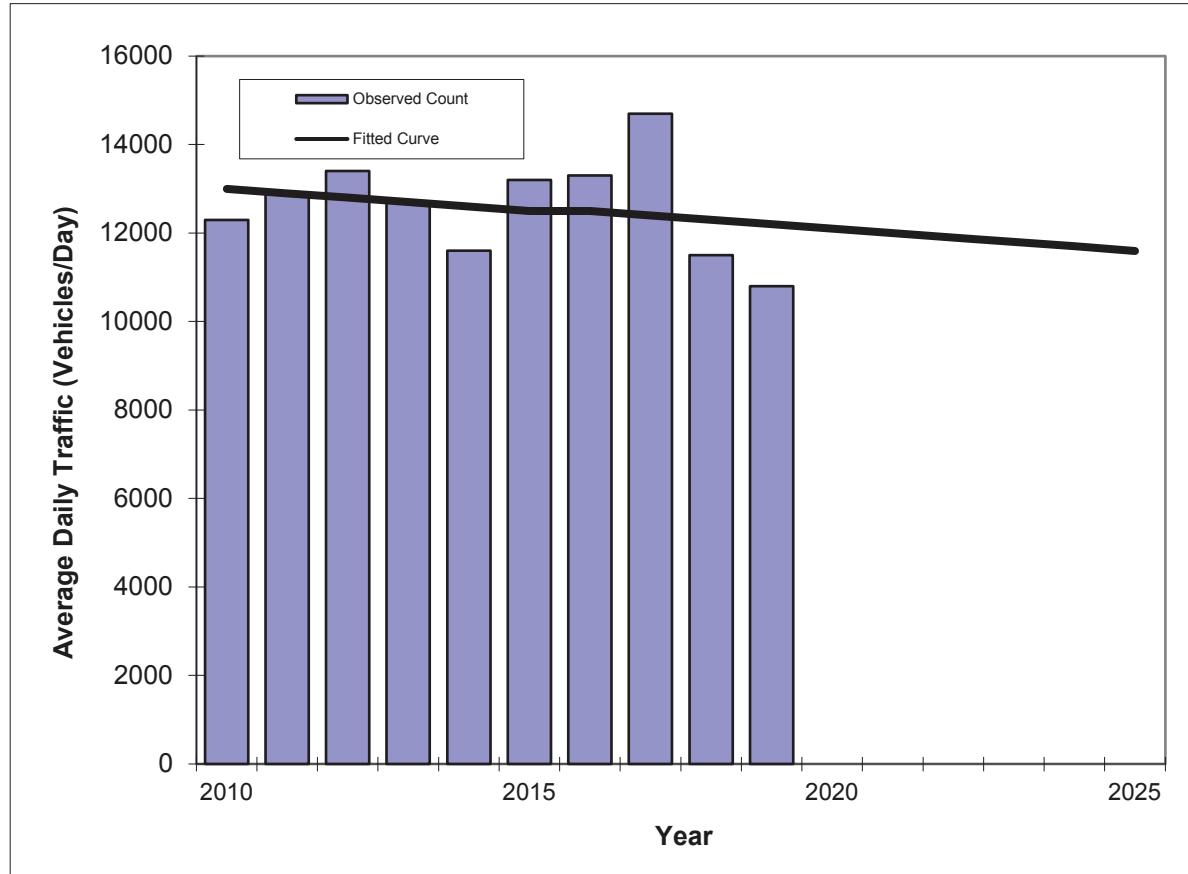
Volusia

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:

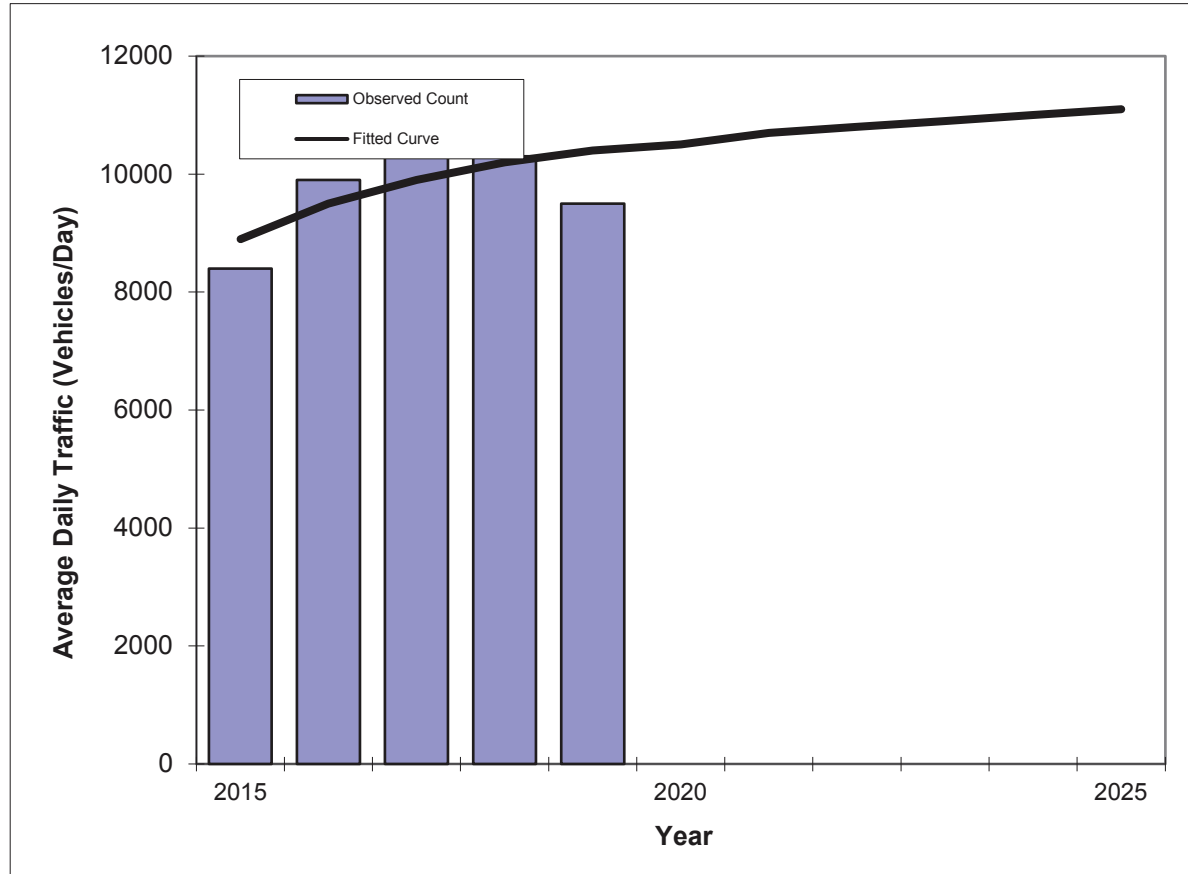
Volusia

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:

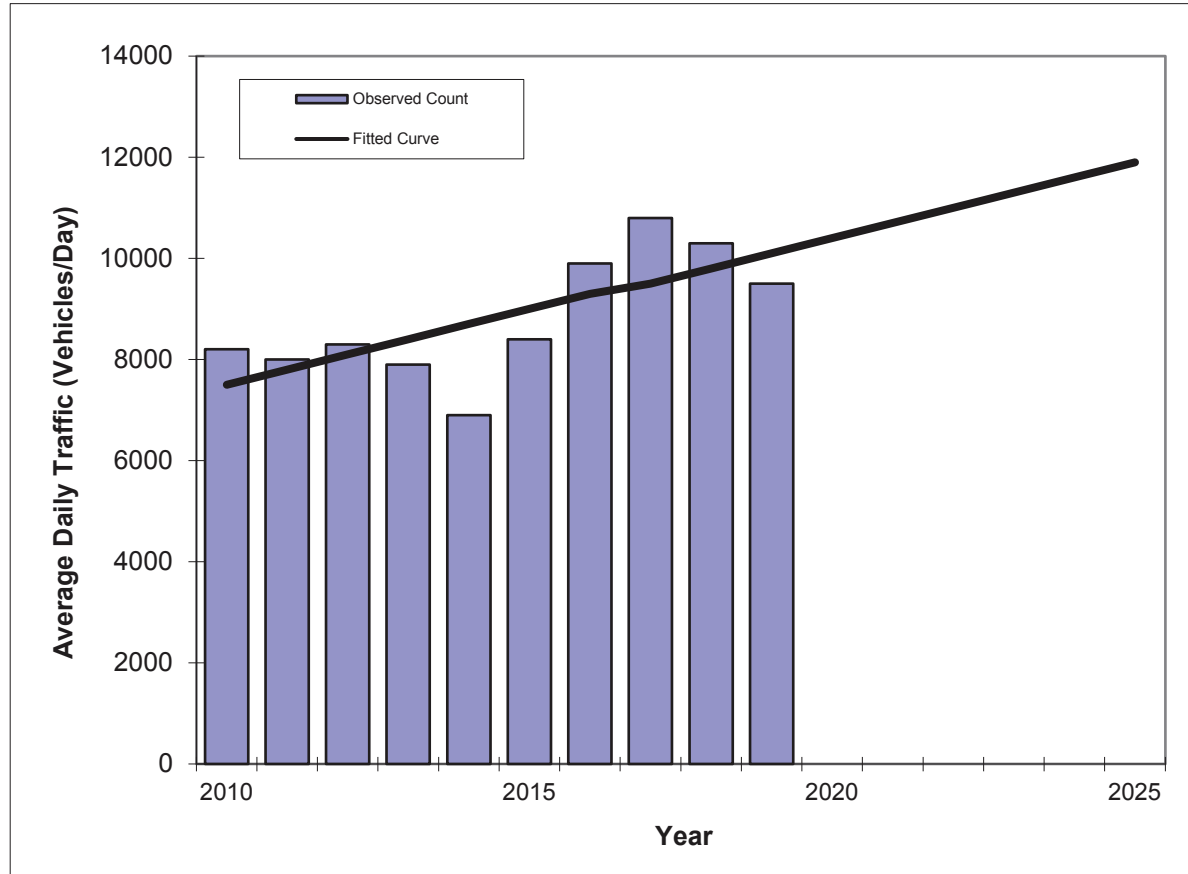
Volusia

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

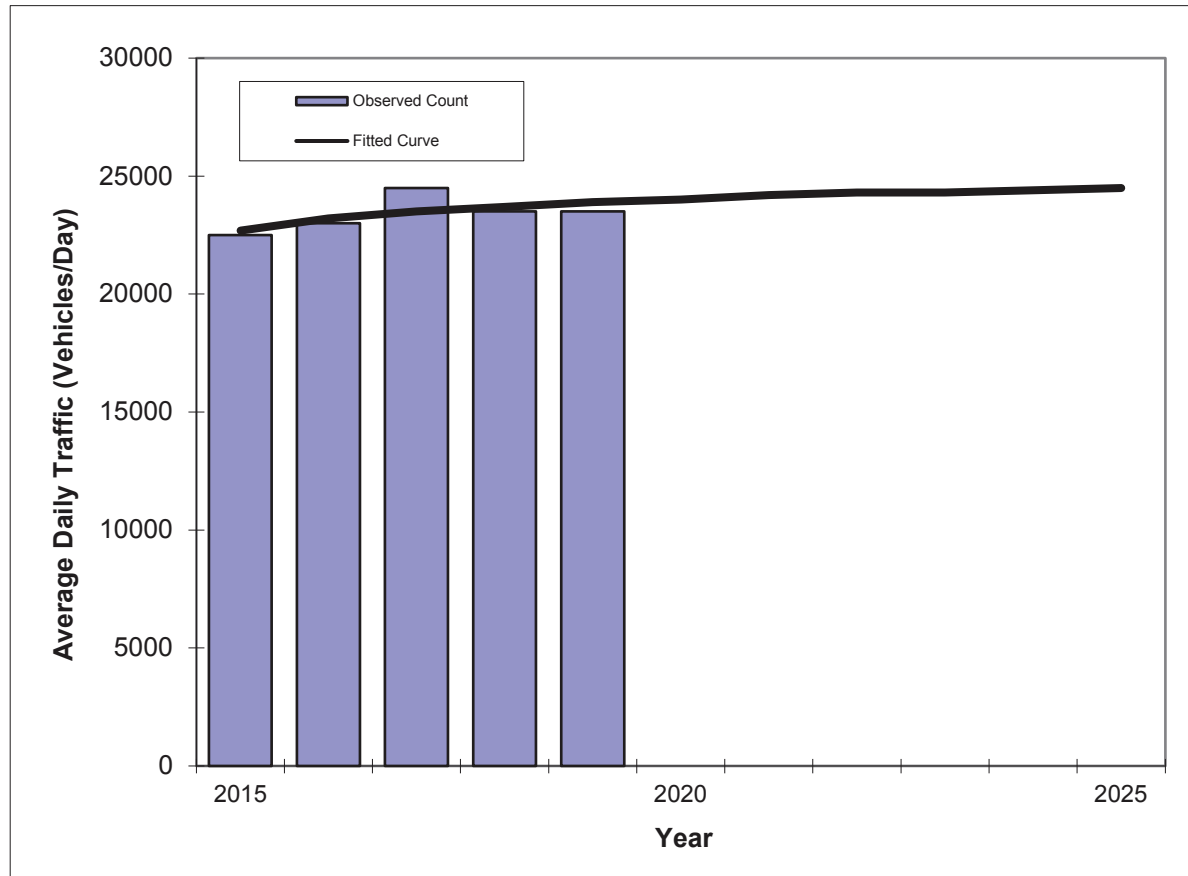
Straight Line Growth Option

*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

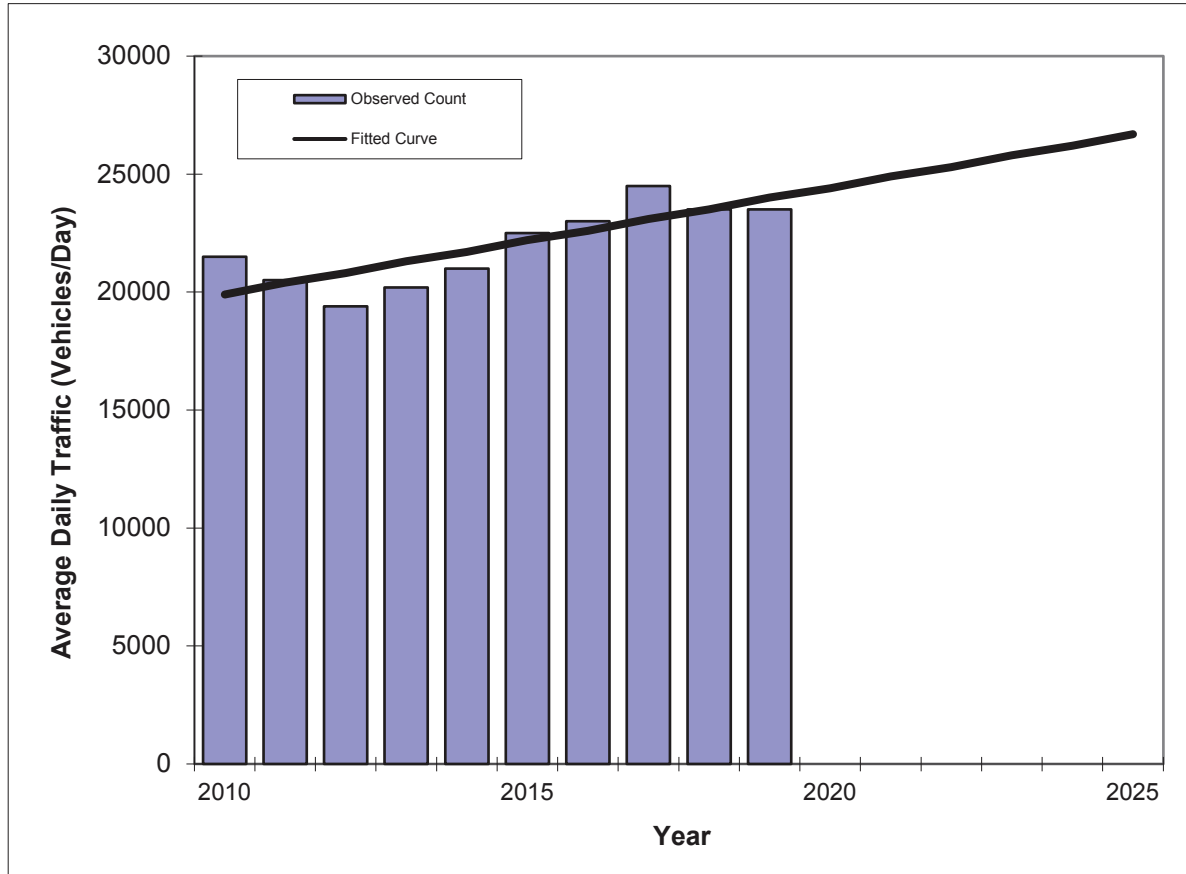
Decaying Exponential Growth Option

*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

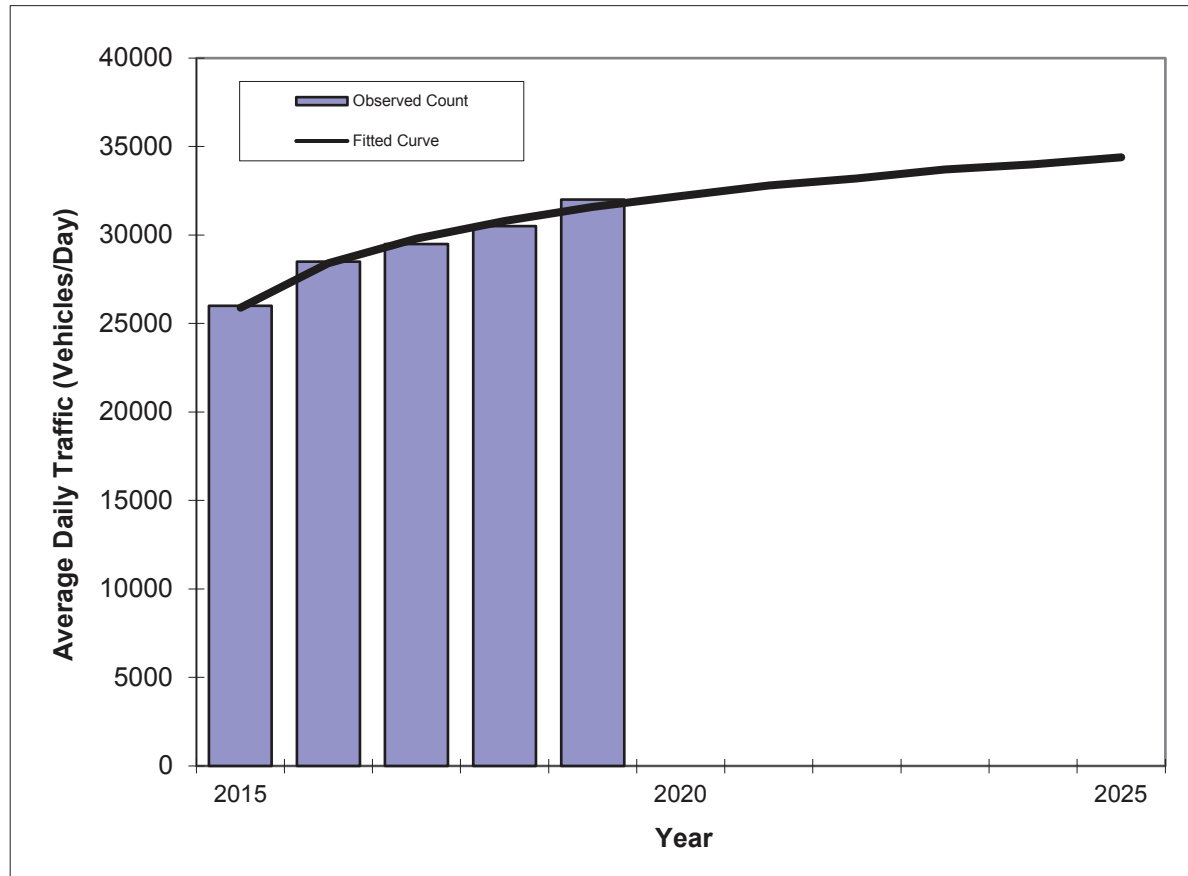
Straight Line Growth Option

*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

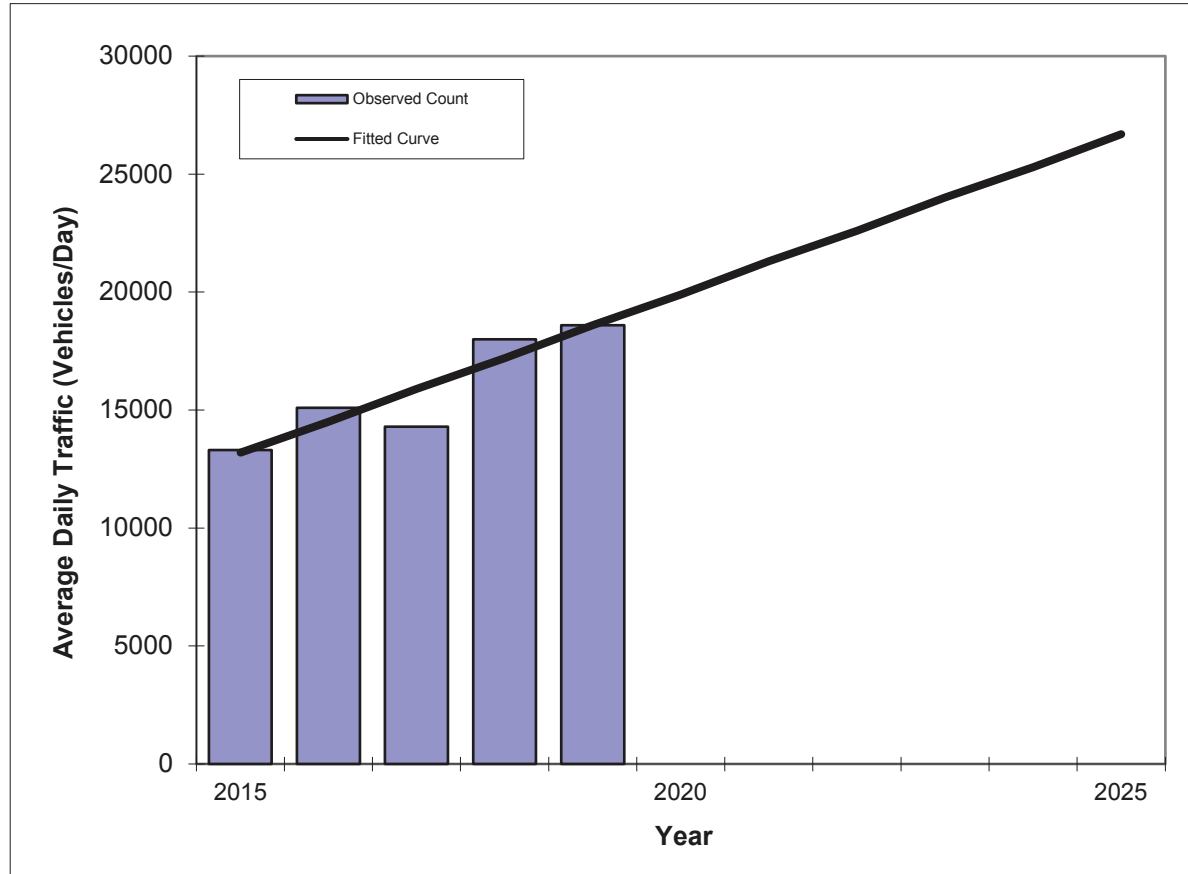
*Axle-Adjusted

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

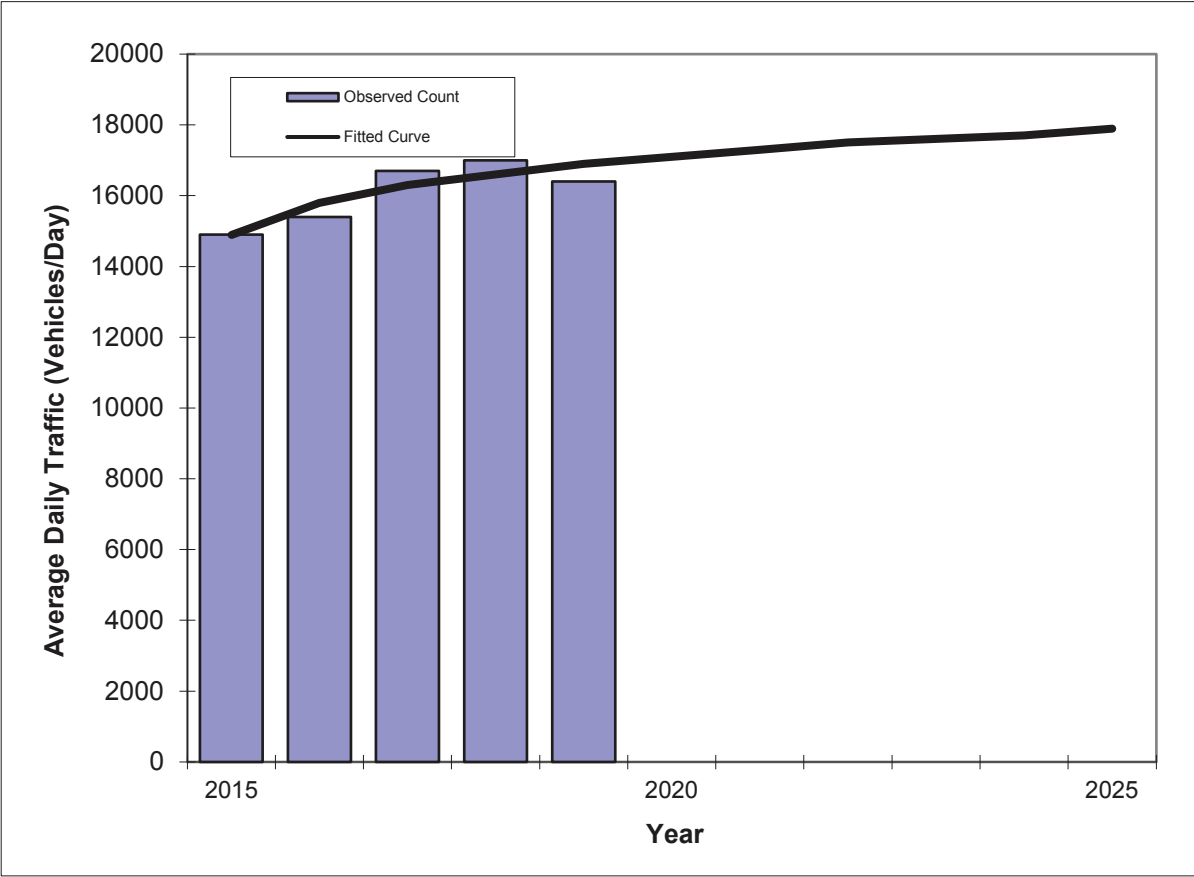
Straight Line Growth Option

*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		

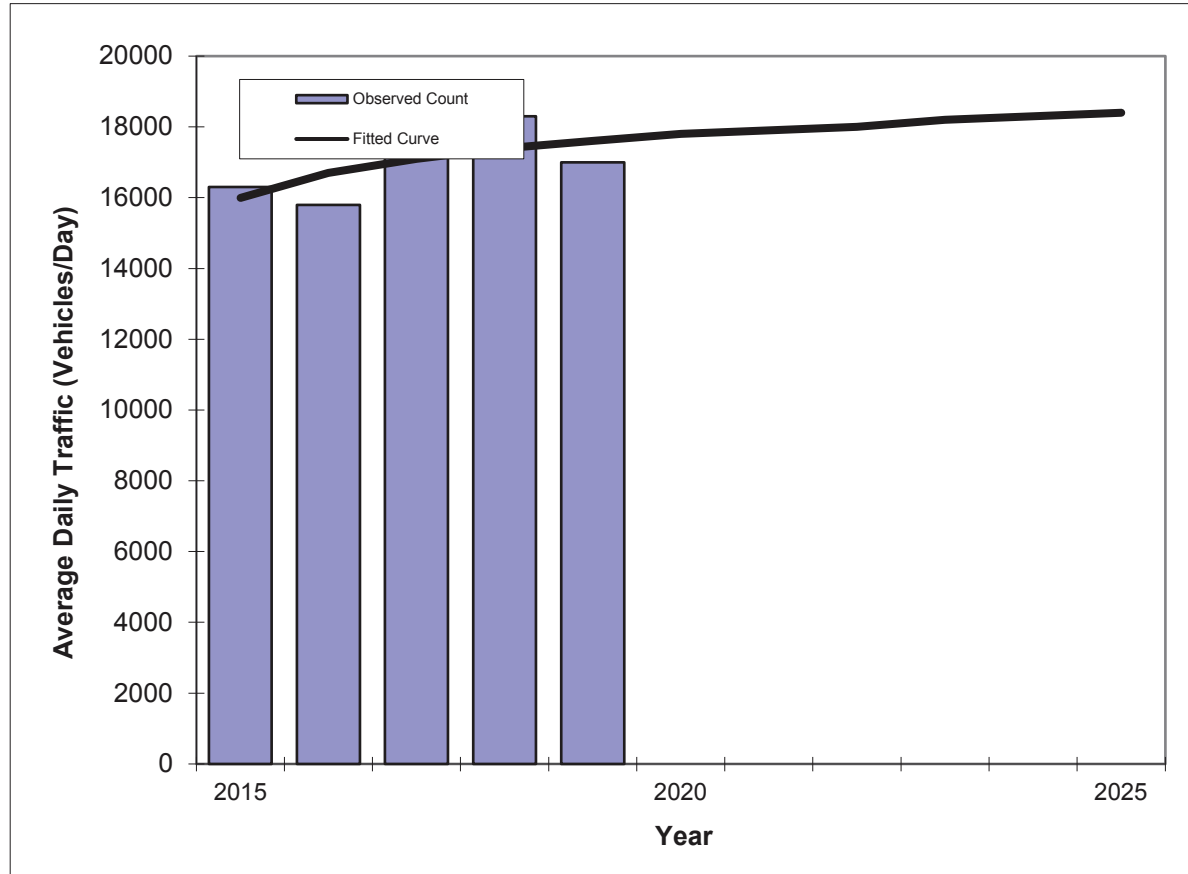
Trend R-squared:	77.7%
Compounded Annual Historic Growth Rate:	2.84%
Compounded Growth Rate (2019 to Design Year):	0.82%
Printed:	6-Jul-21
Decaying Exponential Growth Option	

*Axle-Adjusted

TRAFFIC TRENDS

Hand Ave -- Shangri La Dr to Nova Rd

County:	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

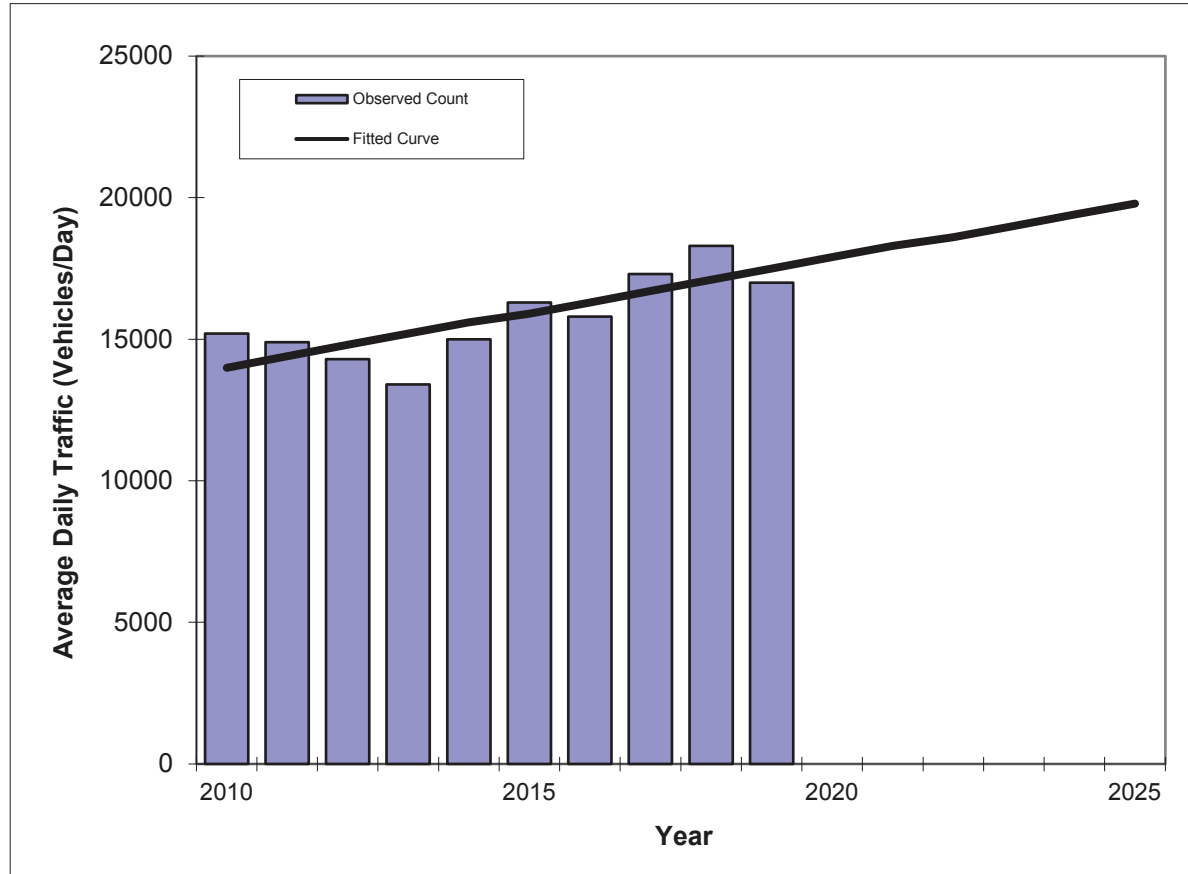
*Axle-Adjusted

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

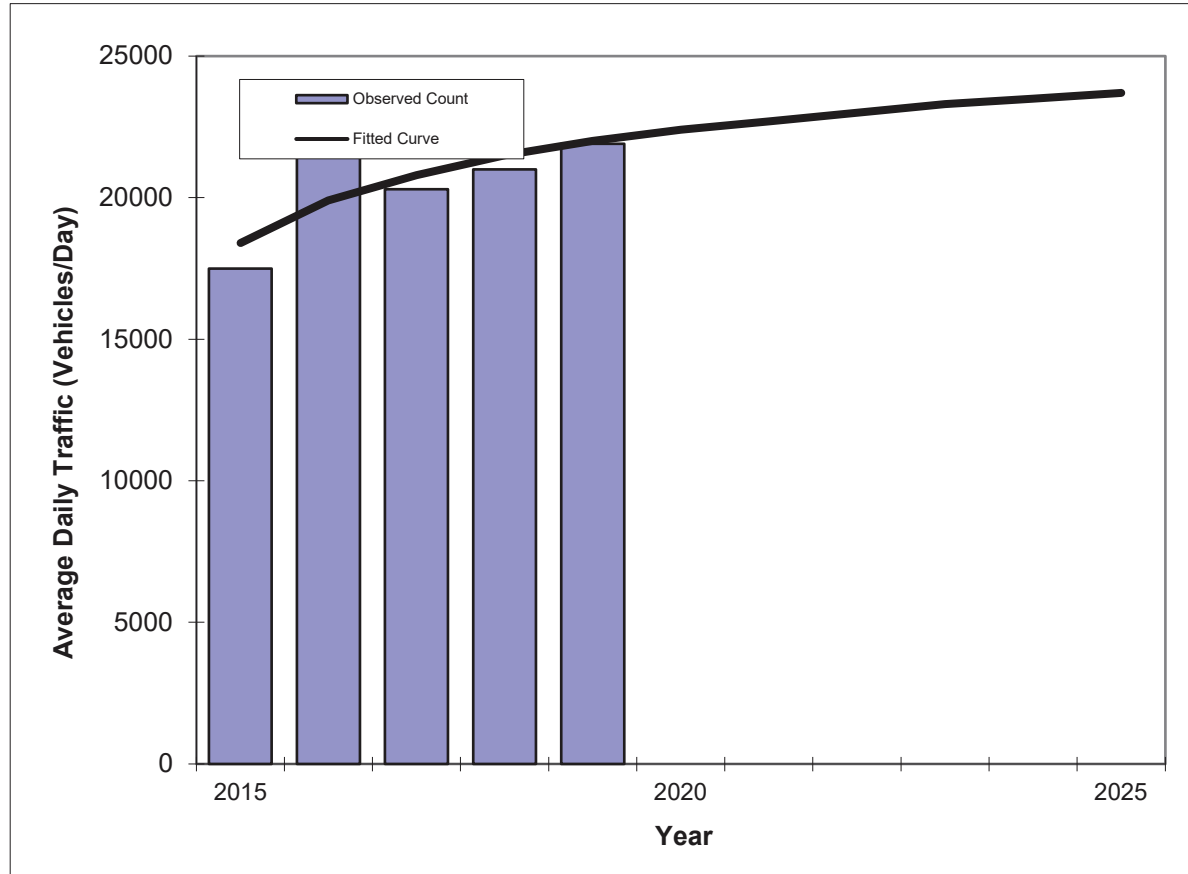
Straight Line Growth Option

*Axle-Adjusted

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

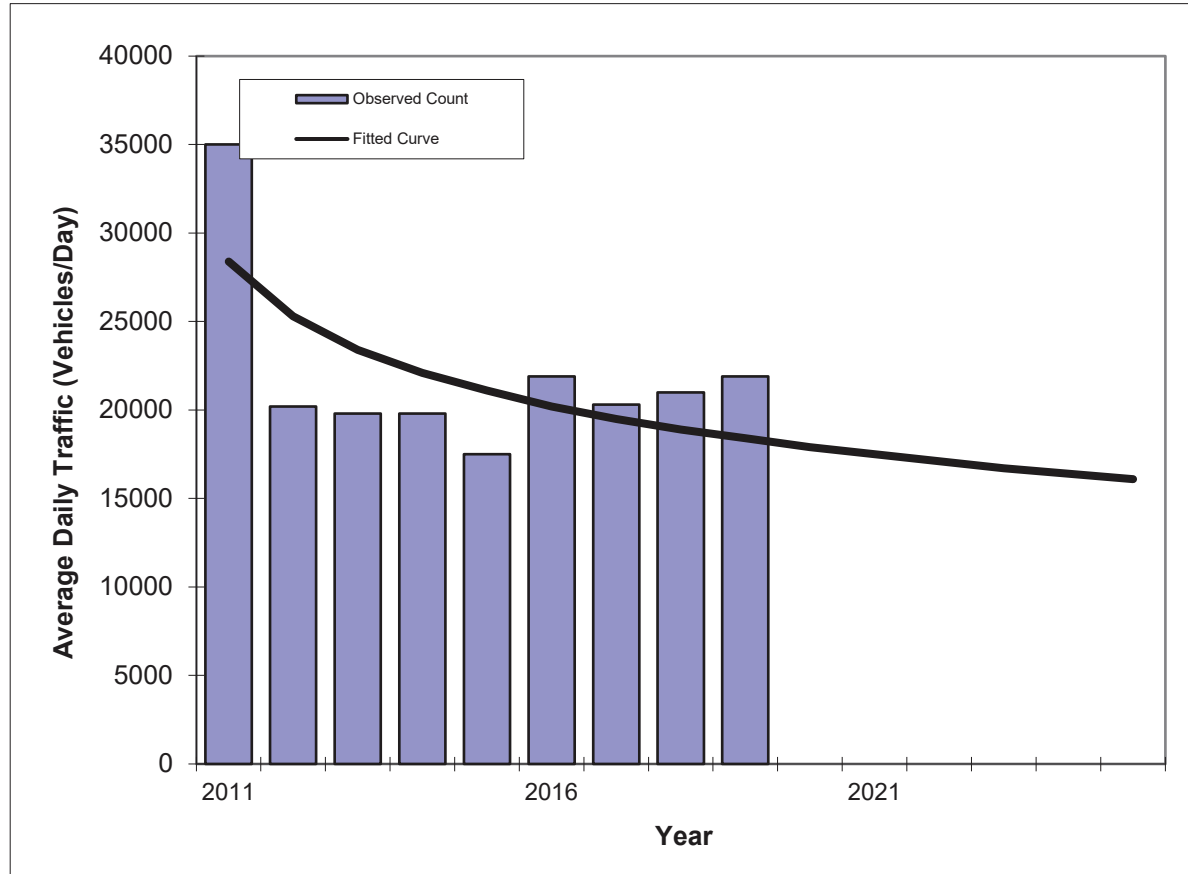
Decaying Exponential Growth Option

*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 Reads and Reads under Review

By Critical Area, PM Peak

Developments not considered vested

Private Transit trips - should not be included in overall counts for individualal members

Updated 9/23/2021

No 2018 counts taken

North Daytona/Ormond Beach Area

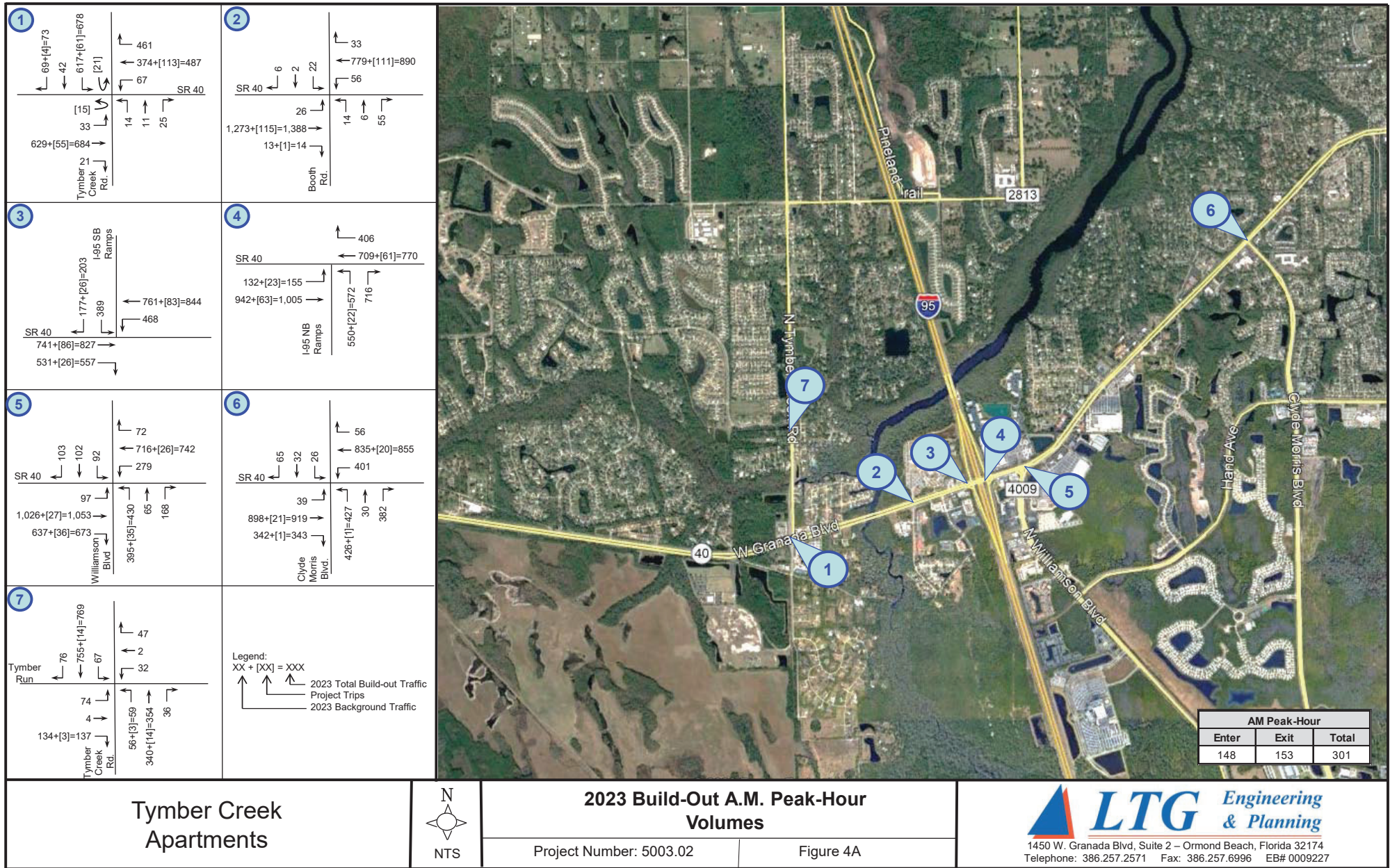
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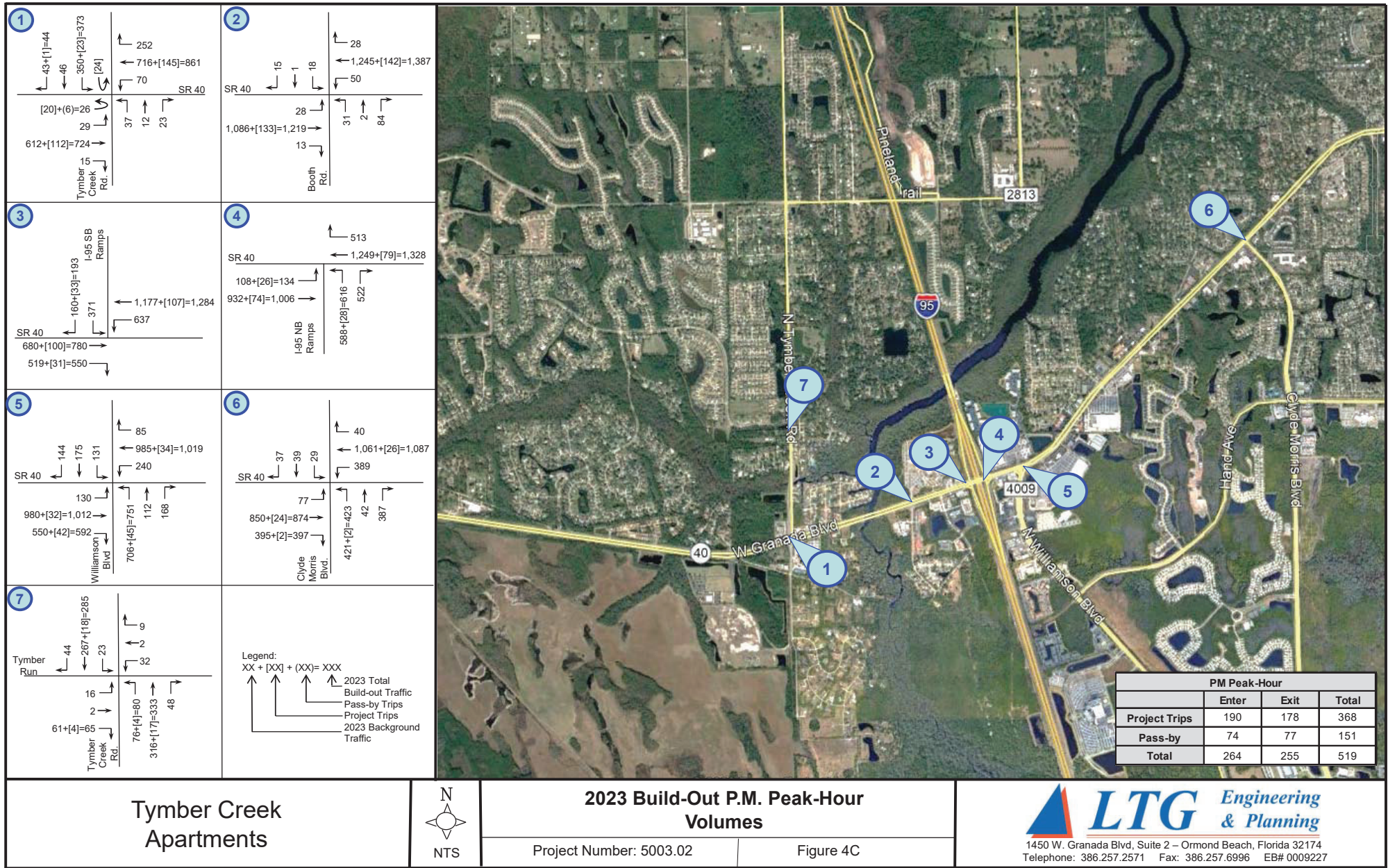
***TICR count was not taken in 2009. Fiscal/Case Demographics TIA 2009 is not count. Developments not considered taxable.

***TCR count was not taken in 2019. Used Core Property TIA 2019 to get count.

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Change 2 by the San Joaquin Hills Road through the 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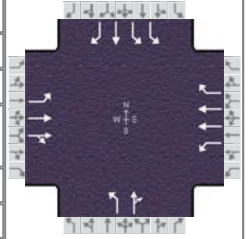
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General Information

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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
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Project Description	Tattersall at Tymber Creek				



Demand Information

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Signal Information

Cycle, s	160.0	Reference Phase	2								
Offset, s	0	Reference Point	End								
Uncoordinated	No	Simult. Gap E/W	On	Green	7.9	1.5	70.4	11.3	35.1	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	17.6	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

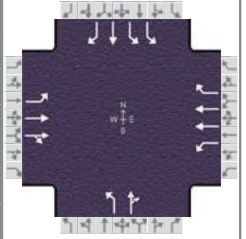
	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	1.93		B	2.29		B	2.47		B	2.34		B
Bicycle LOS Score / LOS	1.21		A	1.32		A	0.74		A	1.80		B

HCS7 Signalized Intersection Results Summary

9.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	0.95
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
Force Mode	Fixed	Simult. Gap N/S	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
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	20.3	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

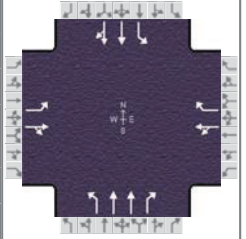
	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	1.92		B	2.28		B	2.47		B	2.34		B
Bicycle LOS Score / LOS	1.57		B	1.62		B	0.74		A	1.48		A

HCS7 Signalized Intersection Results Summary

9.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

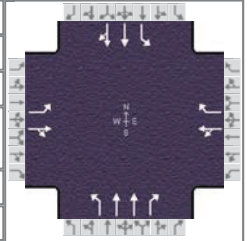
	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.41	B		2.26	B		1.88	B		1.88	B	
Bicycle LOS Score / LOS	0.84	A		0.86	A		0.87	A		1.09	A	

HCS7 Signalized Intersection Results Summary

9.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

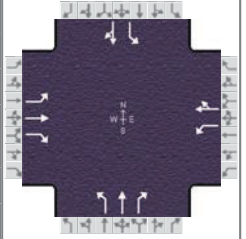
	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.41	B		2.26	B		1.89	B		1.89	B	
Bicycle LOS Score / LOS	0.97	A		0.86	A		1.04	A		0.98	A	

HCS7 Signalized Intersection Results Summary

9.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

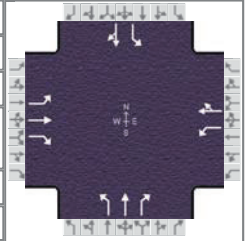
	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.12		B	1.90		B	1.91		B	2.21		B
Bicycle LOS Score / LOS	1.43		A	1.03		A	1.30		A	0.91		A

HCS7 Signalized Intersection Results Summary

9.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	0.95
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				

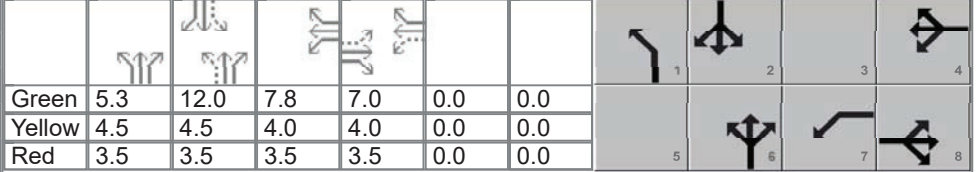


Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	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
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		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

9.B.c

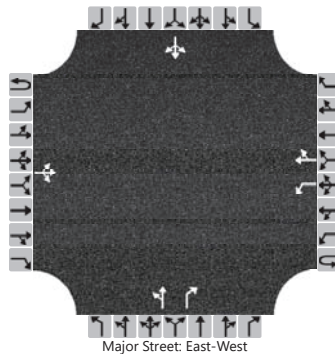
General Information

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

9.B.c

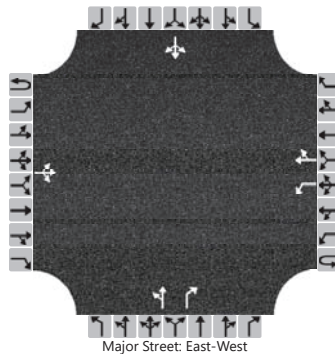
General Information

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

9.B.c

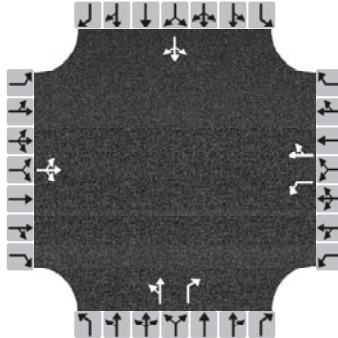
General Information

Analyst	BNH
Agency/Co.	LTG, Inc.
Date Performed	9/22/2021
Analysis Year	2024
Analysis Time Period (hrs)	0.25
Time Analyzed	A.M. Background 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	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					

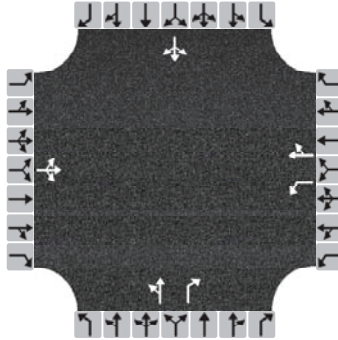
HCS7 All-Way Stop Control Report

9.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

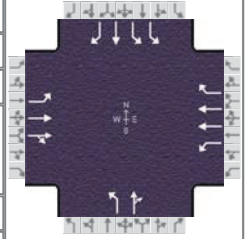
Flow Rate, v (veh/h)	172			11	276		7	18		29		
Capacity	670			674	773		588	721		626		
95% Queue Length, Q ₉₅ (veh)	1.0			0.1	1.6		0.0	0.1		0.1		
Control Delay (s/veh)	10.2			8.1	9.9		8.9	7.8		9.0		
Level of Service, LOS	B			A	A		A	A		A		
Approach Delay (s/veh)	10.2			9.9			8.1			9.0		
Approach LOS	B			A			A			A		
Intersection Delay, s/veh LOS	9.8						A					

HCS7 Signalized Intersection Results Summary

9.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			
				Yellow	5.2	0.0	5.2	4.0	4.0	0.0			
Force Mode	Fixed	Simult. Gap N/S	On	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

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

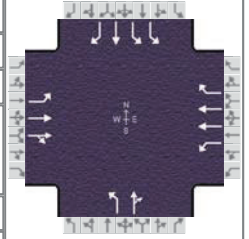
	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	1.93	B		2.29	B		2.47	B		2.34	B	
Bicycle LOS Score / LOS	1.21	A		1.32	A		0.74	A		1.80	B	

HCS7 Signalized Intersection Results Summary

9.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									
Offset, s	0	Reference Point	End									
Uncoordinated	No	Simult. Gap E/W	On	Green	9.2	2.1	82.7	14.4	28.3	0.0		
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	5.1	0.0	5.2	4.0	4.0	0.0		
				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	20.4	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

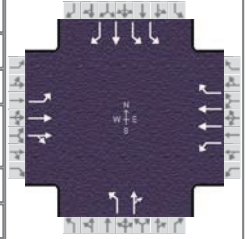
Signalized Intersections HCS Summary Sheets – Build-out Conditions

HCS7 Signalized Intersection Results Summary

9.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
Force Mode	Fixed	Simult. Gap N/S	On

Green	8.1	1.4	64.5	13.4	38.8	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	17.8	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

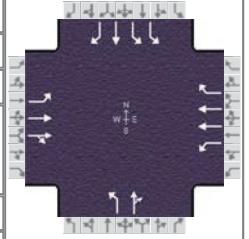
	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	1.93		B	2.29		B	2.46		B	2.34		B
Bicycle LOS Score / LOS	1.21		A	1.33		A	0.74		A	1.90		B

HCS7 Signalized Intersection Results Summary

9.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 Buildout 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	81	1130	31	72	860	439	37	29	77	488	77	46

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	20.5	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

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	

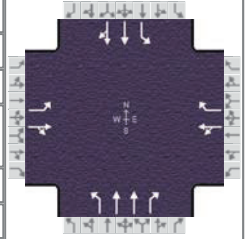
HCS7 Signalized Intersection Results Summary

9.B.c

General Information

Agency	LTG, Inc.		
Analyst	BNH	Analysis Date	9/17/2021
Jurisdiction	Volusia County	Time Period	A.M. Peak Bauildout
Urban Street	Tymber Creek Rd	Analysis Year	2024
Intersection	Tymber Creek Rd & Ty...	File Name	2- Tymber Creek R
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	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					

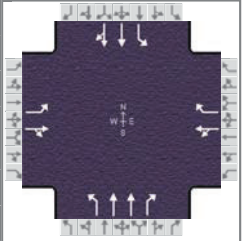
Multimodal Results

	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

9.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					

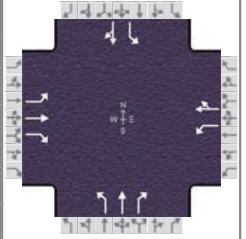
Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.42	B	2.26	B	1.89	B	1.89	B
Bicycle LOS Score / LOS	0.97	A	0.87	A	1.10	A	1.01	A

HCS7 Signalized Intersection Results Summary

9.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	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	
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		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

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

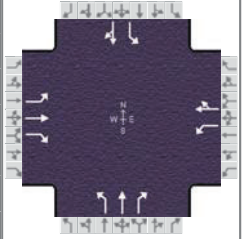
9.B.c

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	0.95
Analysis Period	1> 7:00



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
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		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 (v), 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

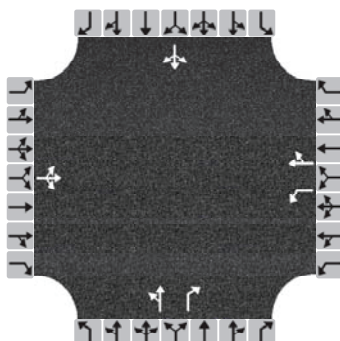
HCS7 All-Way Stop Control Report

9.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. 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	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

9.B.c

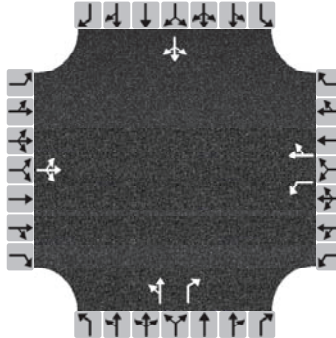
General Information

Analyst	BNH
Agency/Co.	LTG, Inc.
Date Performed	9/22/2021
Analysis Year	2024
Analysis Time Period (hrs)	0.25
Time Analyzed	P.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	0.90

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

9.B.c

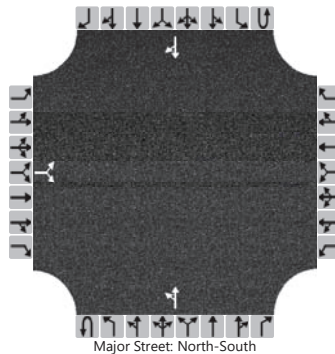
General Information

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

9.B.c

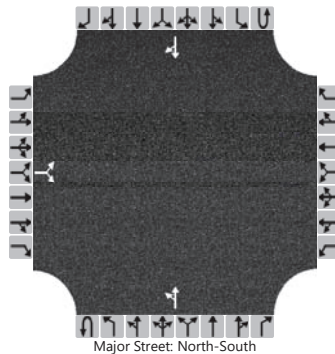
General Information

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

9.B.c

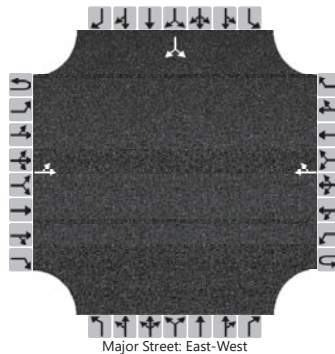
General Information

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

9.B.c

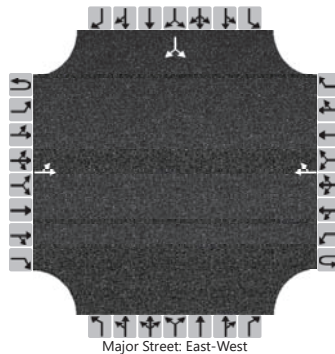
General Information

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.

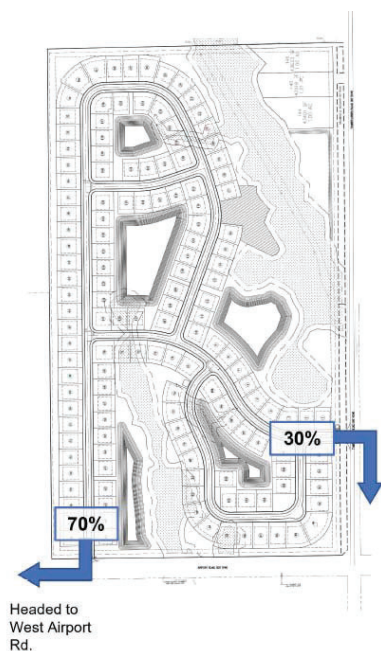


Traffic Engineering

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.

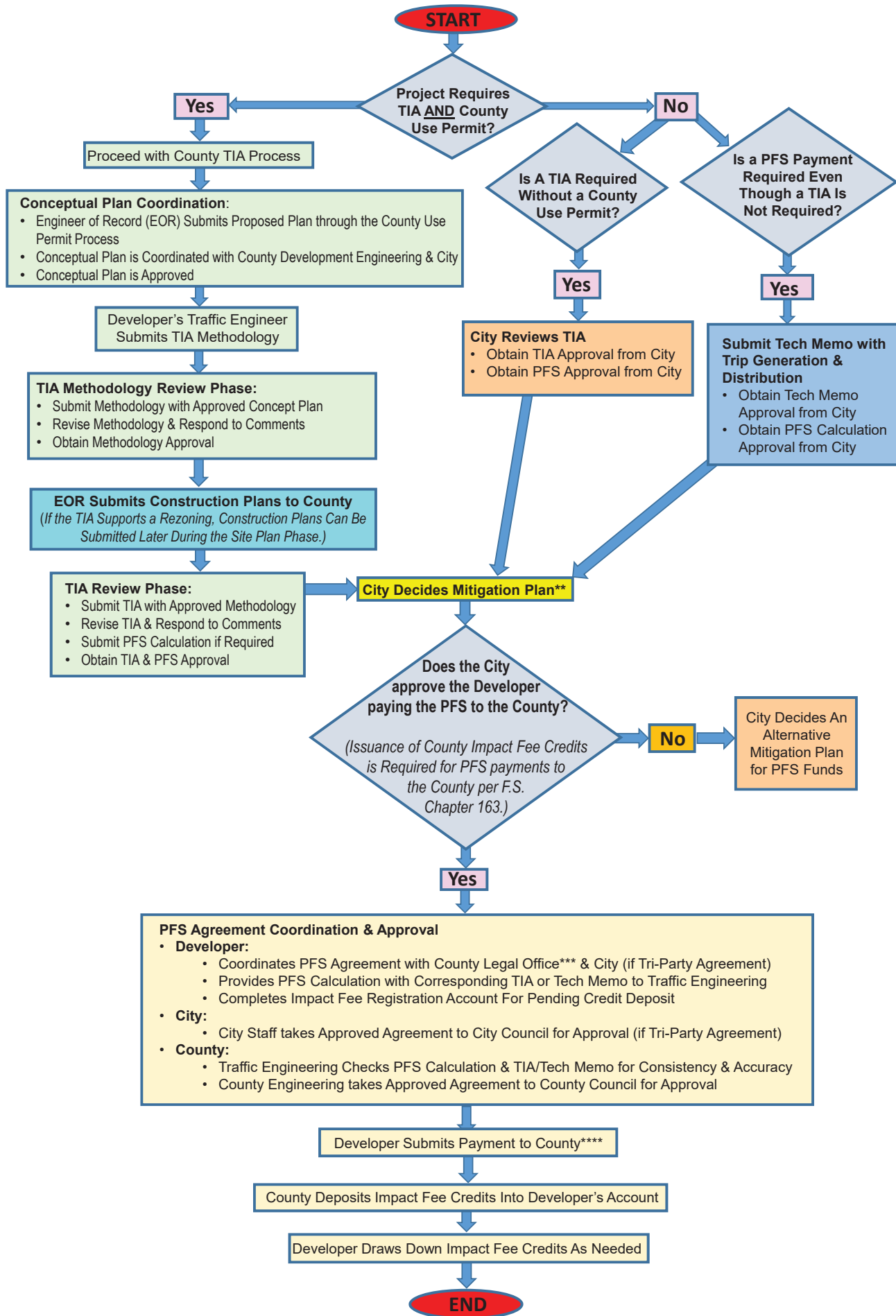
For the two driveways, we wanted to show that assignments may vary based on the destination/attraction of the trip itself. For example the trips that are headed to West Airport Road (from the site) may use a different driveway if they were to head North by using Tymber Creek Road depending on where they 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..

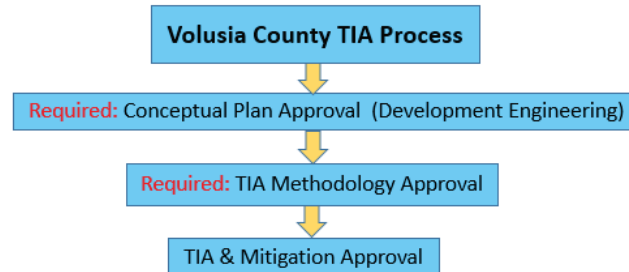


TRAFFIC IMPACT ANALYSIS, PROPORTIONATE FAIR SHARE PAYMENT & COUNTY TRANSPORTATION IMPACT FEE CREDIT PROCESSES

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.shtml>

2) TIA Methodology Review and Approval: (Allow 1-2 Weeks Minimum)

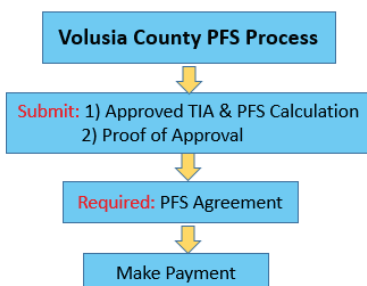
- TIA methodologies must be submitted through the Use Permit application process and must follow the River to Sea TPO Guidelines. <https://www.r2ctpo.org/planning-studies/tia-guidelines/>
- Development Engineering will send Traffic Engineering's comments to the applicant or applicant's authorized agent, 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:



- 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.*

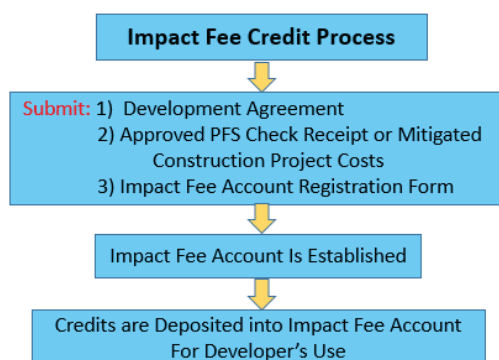
Upon satisfactory confirmation, Traffic Engineering will notify the respective city and County Attorney's Office that the PFS Amount has been validated. The approved PFS amount is valid for one year. Expired PFS will require resubmission to Traffic Engineering.

- 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 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.
- 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 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.
 - *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.
 - .
 - *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

Packet Pg. 705

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. Sznapstajler
 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



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 (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

9.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

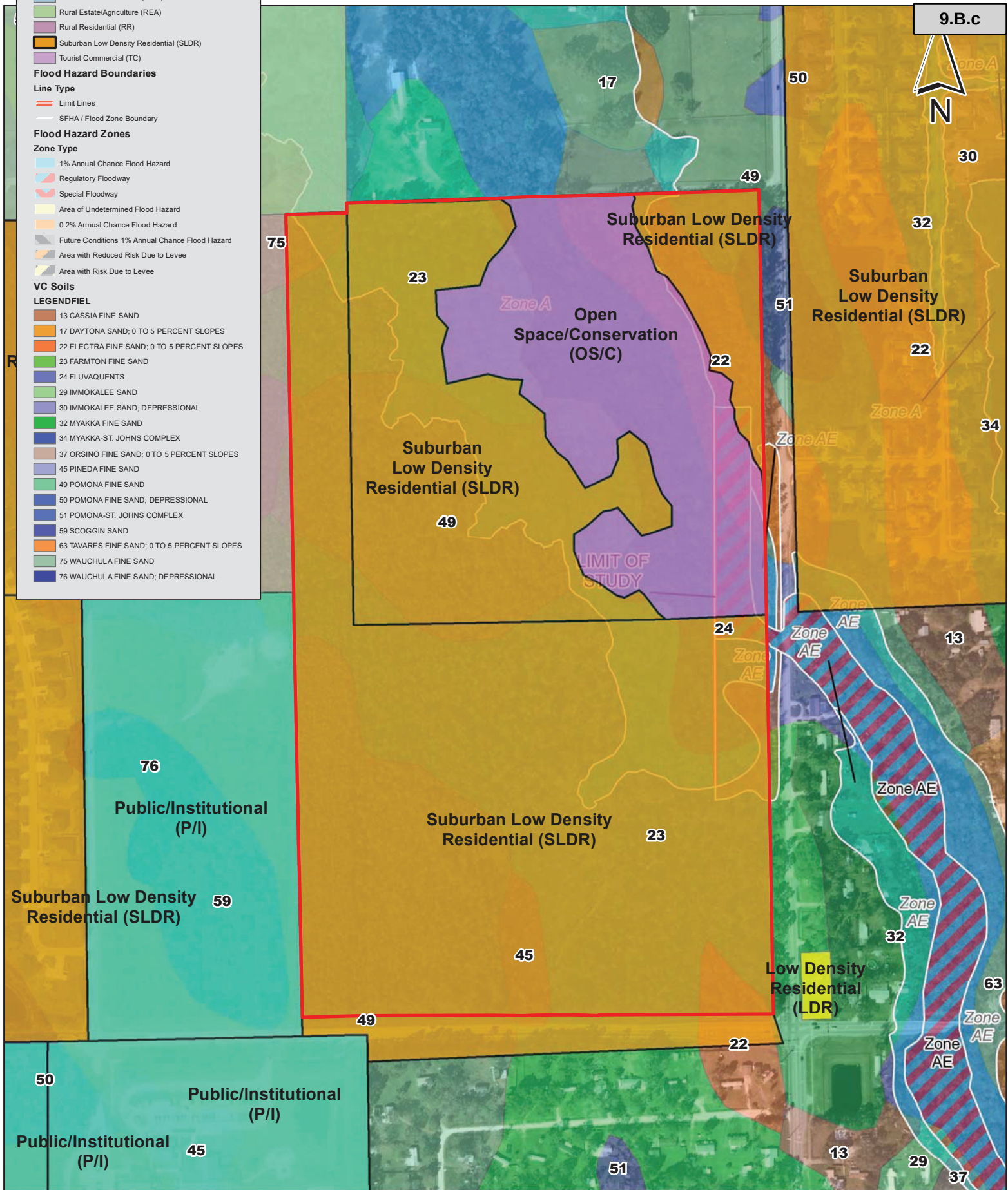
67.65 ACRES

Recreation/Open Space (R/O/S)
 Residential Office Retail (ROR)
 Rural Estate/Agriculture (REA)
 Rural Residential (RR)
 Suburban Low Density Residential (SLDR)
 Tourist Commercial (TC)

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

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

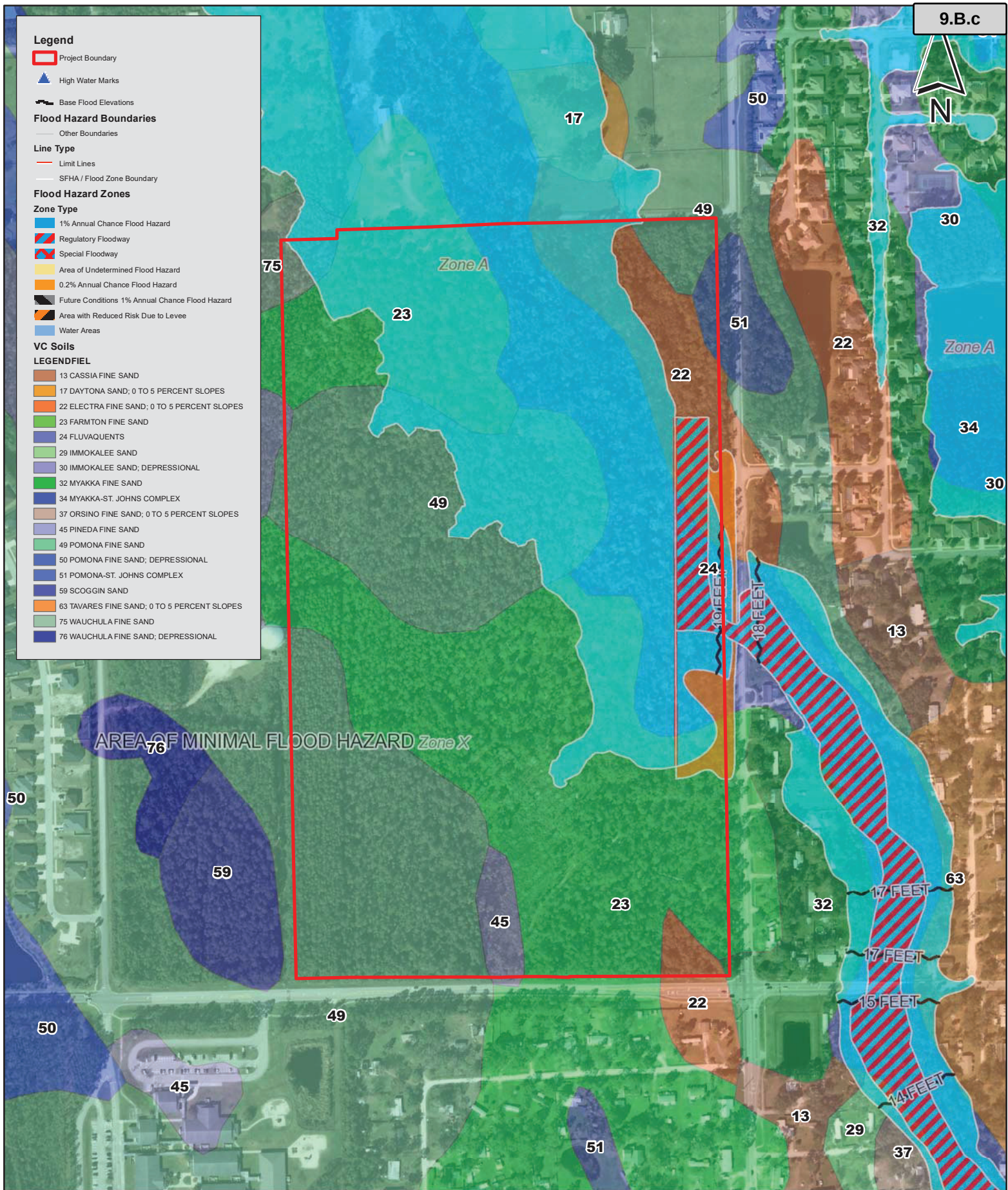


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400 200 0 400 Feet

Flood, Soils & FLU Map Tattersall at Tymber Creek Ormond Beach, Florida

ZEVC **COHEN**
 & ASSOCIATES INC.
 300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-6
Packet Pg. 722



FEMA Flood & Soils Map Tattersall at Tymber Creek Ormond Beach, Florida



300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6

Date Saved: 5/4/2021 Created by: amuldowney
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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

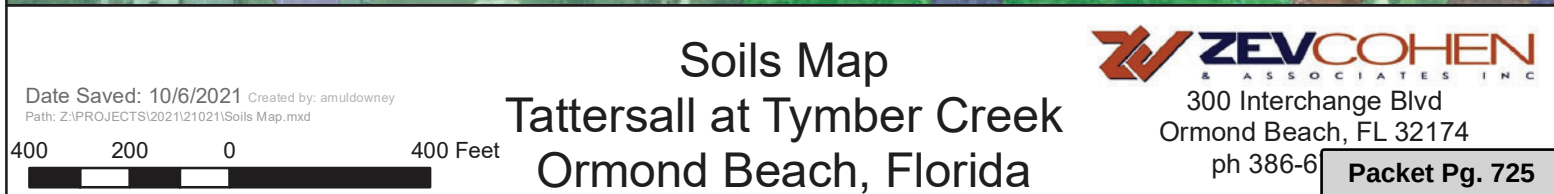
FEMA Flood Map Tattersall at Tymber Creek Ormond Beach, Florida



300 Interchange Blvd
 Ormond Beach, FL 32174

ph 386-6

Packet Pg. 724



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

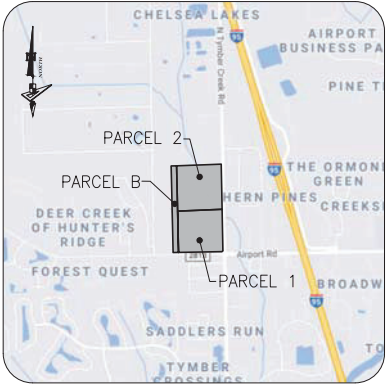
EXPAND

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

SCHEDULE B-4 EXCEPTIONS

- 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)
- Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable. (NOT A SURVEY MATTER)
- Standard Exceptions:
 - 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)
 - Rights or claims of parties in possession not shown by the public records, (NOT A SURVEY MATTER)
 - 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)
 - Taxes or assessments which are not shown as existing liens in the public records. (NOT A SURVEY MATTER)
- 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)
- Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements. (NOT A SURVEY MATTER)
- Rights of third parties in and to the use of any easements, roads or trails, which may cross subject property. (NOT A SURVEY MATTER)
- Any portion of insured lands underlying Tymber Creek Road. (NOT A SURVEY MATTER)
- 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)
- 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)
- 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)
- 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)
- 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)
- 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)
- 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)
- Ordinance No. 2005-35 recorded October 27, 2005 in Official Records Book 5685, Page 1004. (AFFECTS, BLANKET IN NATURE)
- Ordinance No. 2006-08 recorded August 9, 2006 in Official Records Book 5891, Page 122. (AFFECTS, BLANKET IN NATURE)
- Development Order recorded August 9, 2006 in Official Records Book 5891, Page 126. (AFFECTS, BLANKET IN NATURE)
- Ordinance No. 2006-09 recorded April 30, 2007 in Official Records Book 6051, Page 4063. (AFFECTS, BLANKET IN NATURE)
- Development Order recorded April 30, 2007 in Official Records Book 6051, Page 4069. (AFFECTS, BLANKET IN NATURE)
- 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
- D.R. ----- Official Records Book
- D.R. ----- Deed Book
- Pg(s) ----- Page(s)
- S.W.F./W.M.D. ----- Southwest Florida Water Management District
- SR ----- Set 1/2" Iron Rod LB7768
- FR ----- Found Iron Pipe
- FR ----- Found Iron Rod
- FCM ----- Found Concrete Monument
- P.R.M. ----- Permanent Reference Monument
- Elev ----- Elevation
- CCR ----- Certified Corner Record
- WF ----- Wetland Flag
- ⊙ ----- Storm Drainage Manhole
- S— ----- Traffic Signal Post
- ⊞ ----- Traffic Signal Box
- ↳ ----- Sign
- M/B ----- Mail Box
- ⊠ ----- Service Power Pole
- ⊠ ----- Utility Pole
- (----- Guy Anchor
- ⊠ ----- Electric Pedestal
- ⊠ ----- Cable Pedestal
- ⊠ ----- Telephone Pedestal
- ⊠ ----- Fiber Optic Pedestal
- ⊠ ----- Water Meter
- ⊠ ----- Buried Fiber Optic Warning Marker
- ⊠ ----- Water Gate Valve
- O— ----- 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, and 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°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 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°12'59" 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 1295.67 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://fema.gov>).
- Elevations shown herein are based on the North American Vertical Datum of 1988 (NAVD 88) based on National Geodetic Survey (NGS) Benchmark "795-34", 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 #70195

VERTICAL DATUM: NAVD88

PROJECT: ALTA-TOPOGRAPHIC-WETLAND

PHASE: TATTERSALL

DRAWING: CF DATE: 4/29/21 CHECKED BY: JDF

P-CHPT: 444 FIELD BOOK: CF-17-2020

DATA FILE: ENCLAVE-BNDY\USSBAJW

REVISIONS

DATE DESCRIPTION DRAWN BY

03/19/21 ADDS WETLAND BNDY

03/19/21

03/19/21

03/19/21

03/19/21

03/19/21

03/19/21

03/19/21

03/19/21

03/19/21

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

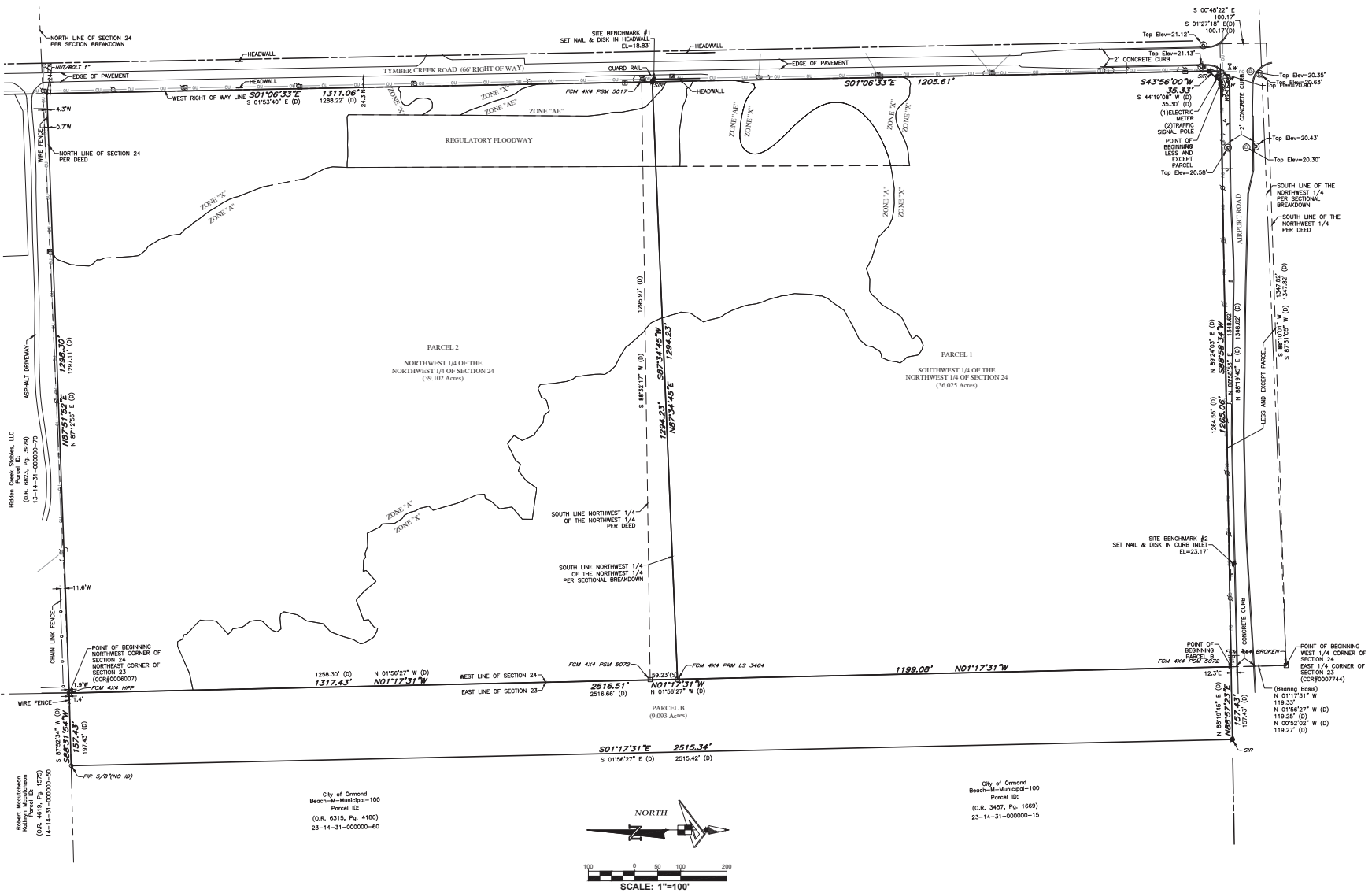
PREPARED FOR
 PAYLIN TYMBER 1 & 2 LLC

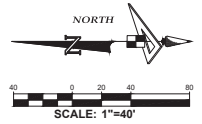
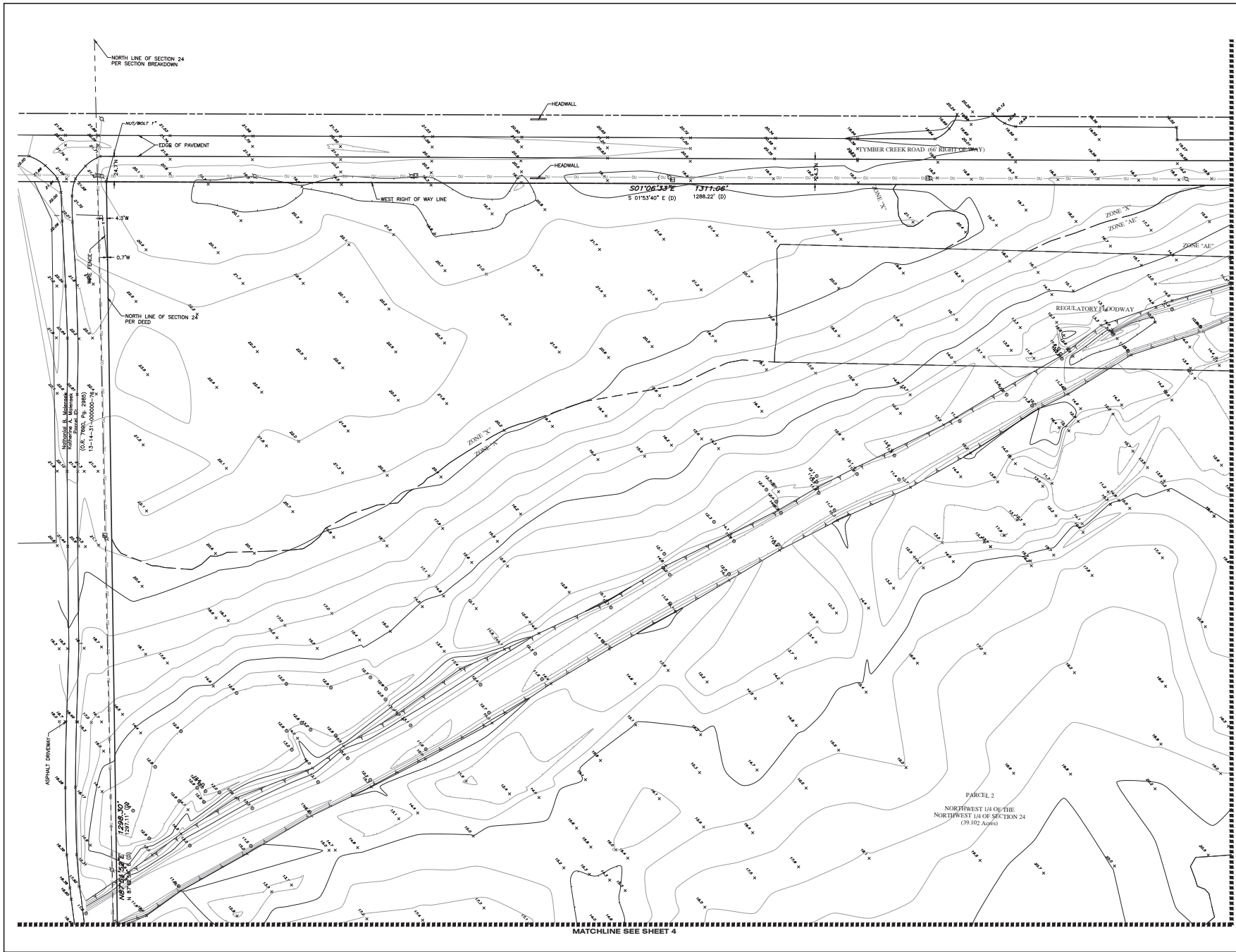
LOCATED IN
 Section 24, Township 14 S., Range 31 E.
 Volusia County, Florida


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

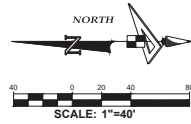
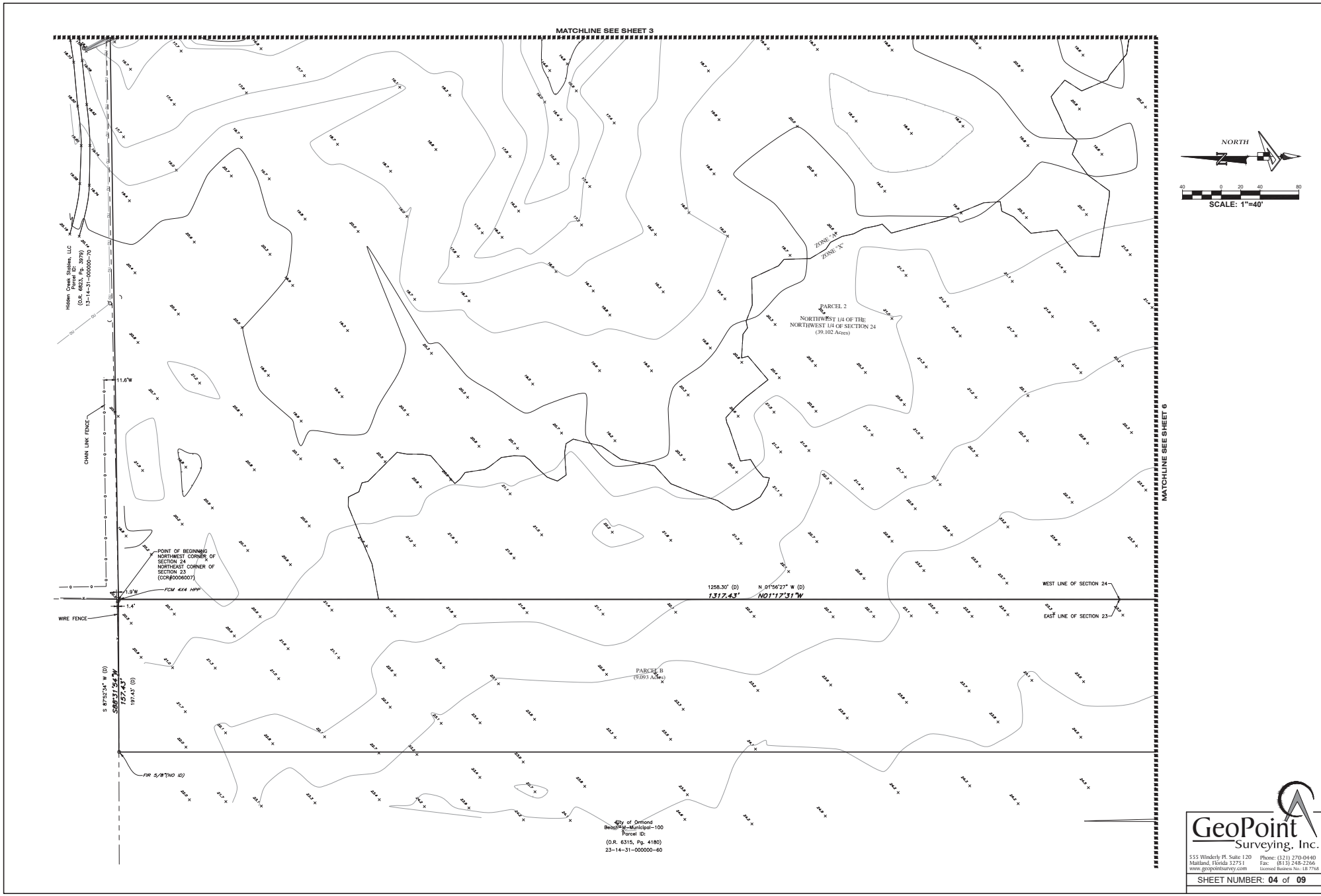




GeoPoint
Surveying, Inc.

555 Winderly Pl. Suite 120 Phone: (321) 270-0440
Maitland, Florida 32751 Fax: (813) 248-2266
www.geopointsurvey.com Licensed Survey No. 1817764

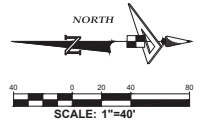
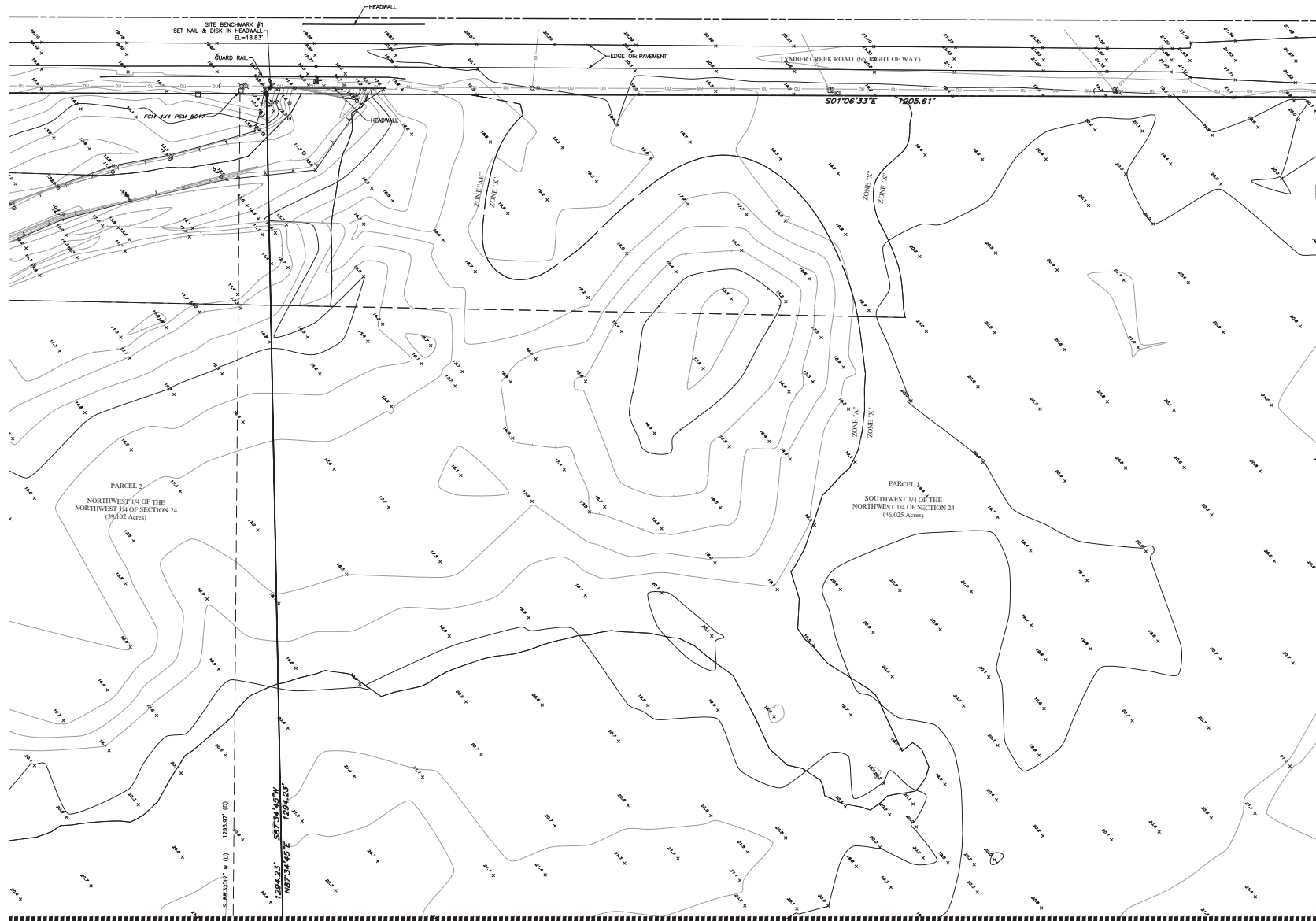
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555 Winderly Pl. Suite 120 Phone: (321) 270-0440
Maitland, Florida 32751 Fax: (813) 248-2266
www.geopointsurvey.com Licensed Survey No. 1817764

SHEET NUMBER: 04 of 09



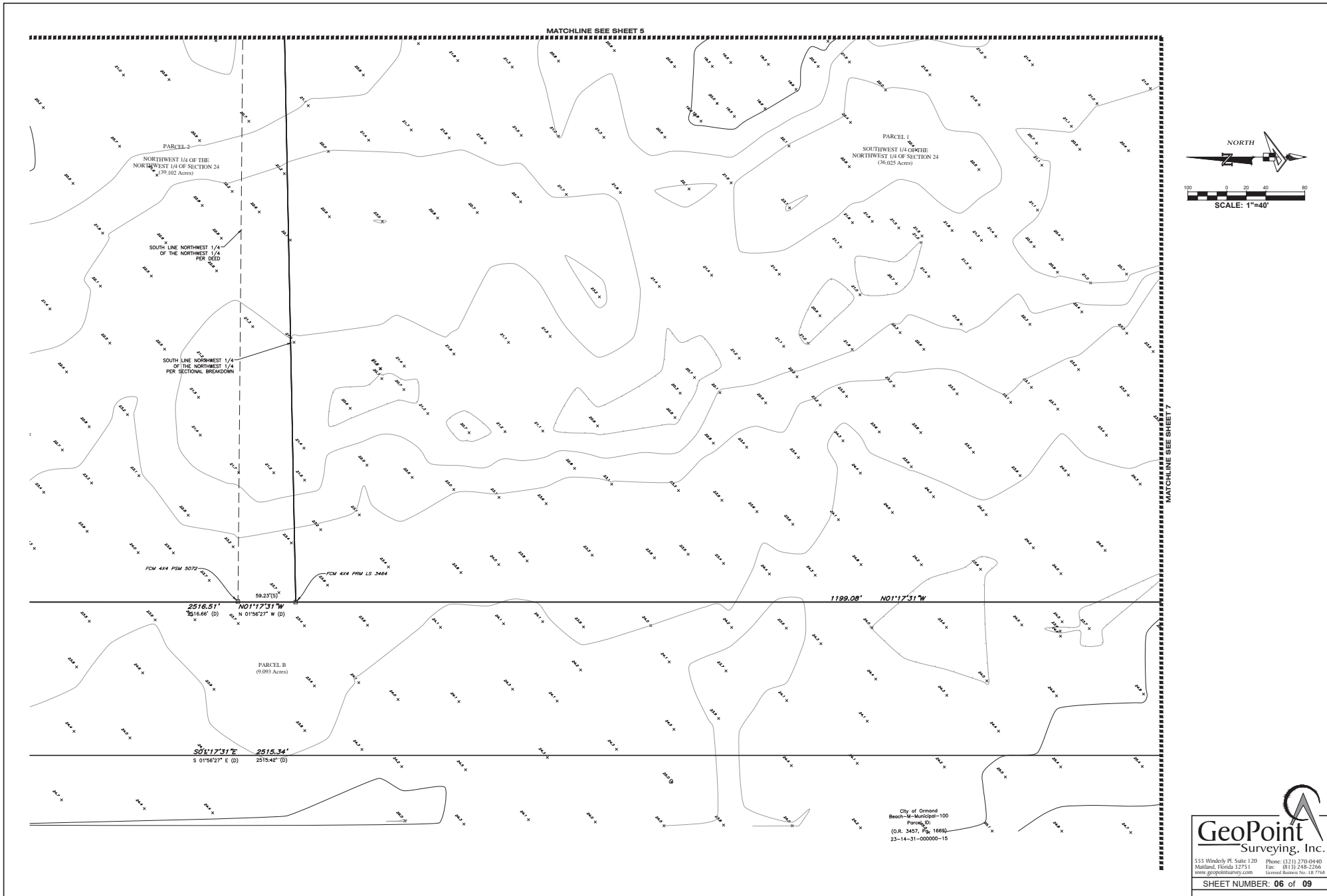
MATCHLINE SEE SHEET 7

MATCHLINE SEE SHEET 6

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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

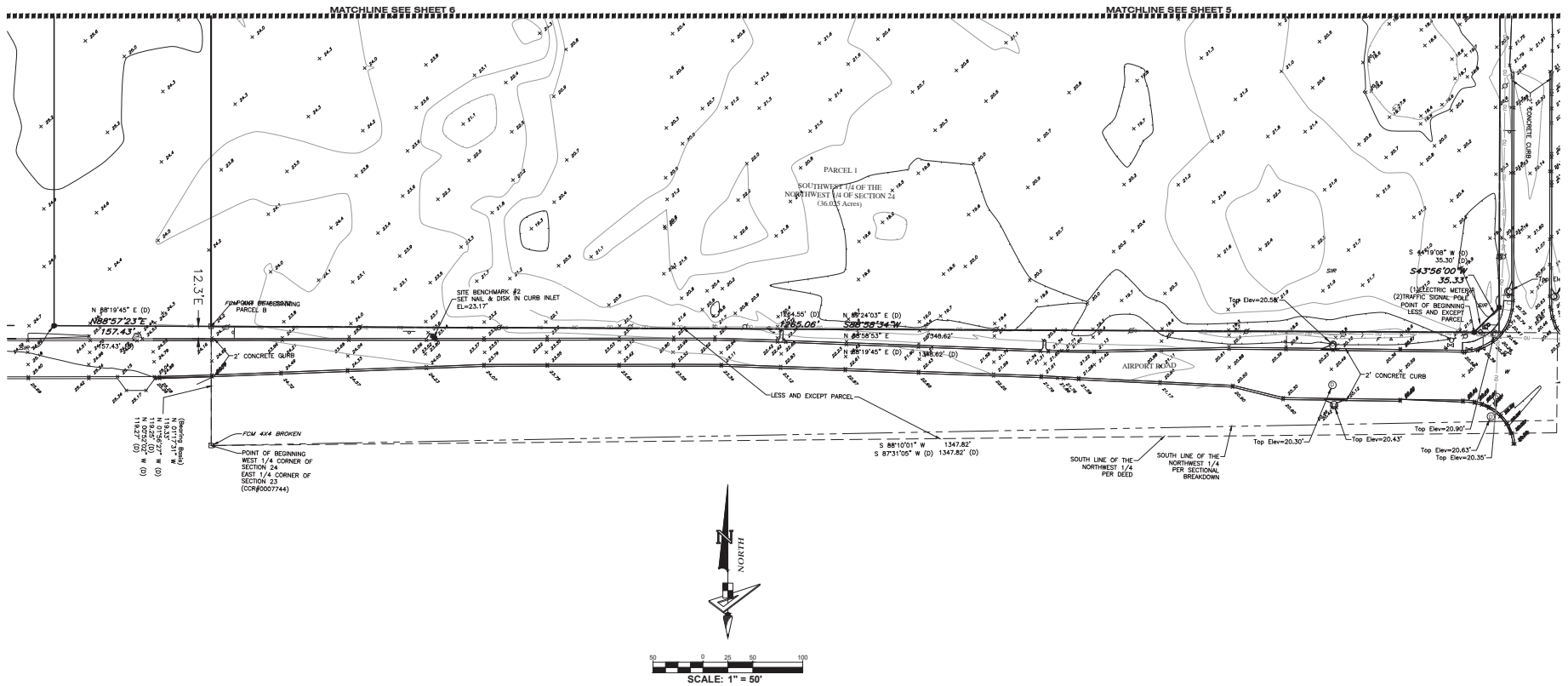
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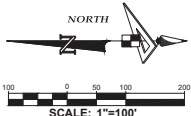


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Maitland, Florida 32751 Fax: (813) 248-2266
www.geopointsurvey.com Licensed Surveyor No. 1817764

SHEET NUMBER: 06 of 09





Flag #	Northing	Easting
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WF W1-4	1796037.5990	614238.5480
WF W1-5	1796069.8200	614247.5590
WF W1-6	1796087.5920	614273.2970
WF W1-7	17961047.3080	614324.5600
WF W1-8	1795995.3210	614322.3320
WF W1-9	1795987.2670	614300.7740
WF W1-10	1795945.1660	614298.7270

Flag #	Northing	Easting
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WF W2-4	1796092.9700	613920.8810
WF W2-5	1796156.2500	61306.3630
WF W2-6	1796203.5420	613917.5950
WF W2-7	1796227.4630	613897.3990
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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
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WF W2-21	1796727.5940	613764.8720
WF W2-22	1796732.3310	613739.8790
WF W2-23	1796811.5490	613729.3240
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WF W2-25	1796906.3320	613721.2720

Flag #	Northing	Easting
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WF W3-3	1796625.7960	614194.1580
WF W3-4	1796645.8660	614177.0890
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WF W3-6	1796683.3350	614105.3400
WF W3-7	1796696.2400	614063.0710
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WF W3-9	1796678.3170	614050.1170
WF W3-10	1796647.0190	614058.8530
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WF W3-16	1796543.8100	614181.1180
WF W3-17	1796566.6450	614182.0090
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WF W3-20	1796597.8910	614232.2300

Flag #	Northing	Easting
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SHWL3	1796149.7700	613988.8900

Flag #	Northing	Easting
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WF W2-44	1796862.2210	613820.0820
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Flag #	Northing	Easting
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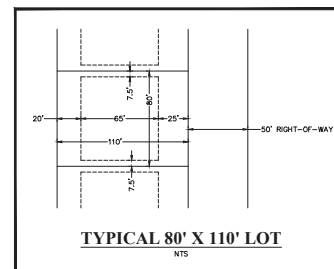
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Flag #	Northing	Easting
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WF W4-120	1798079.3510	614226.0490
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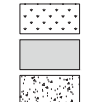
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WF W4-36	1797024.6410	614619.7390
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WF W4-42	1796804.6690	614747.2440
WF W4-43	1796753.6680	614738.4170
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Flag #	Northing	Easting
WF WR-99	1797984.3120	614074.3380
WF WR-101	1797980.3490	614016.9500
WF WR-113	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

Flag #	Northing	Easting
WF W4-62	1797282.2390	614408.5600
WF W4-63	1797276.4940	614353.0070
WF W4-64	1797296.4190	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	1797806.1550	614363.7160
WF W4-84	1797818.1600	614338.5570
WF W4-86	1797890.4610	614338.5800
WF W4-87	1797928.3570	614348.8360
WF W4-88	1797960.3670	614335.2460
WF W4-91	1797992.1090	614260.5090
WF W4-93A	1798014.8070	614194.4670
WF W4-95	1797975.6660	614173.3340
WF W4-96	1797963.4800	614165.5000



LEGEND:

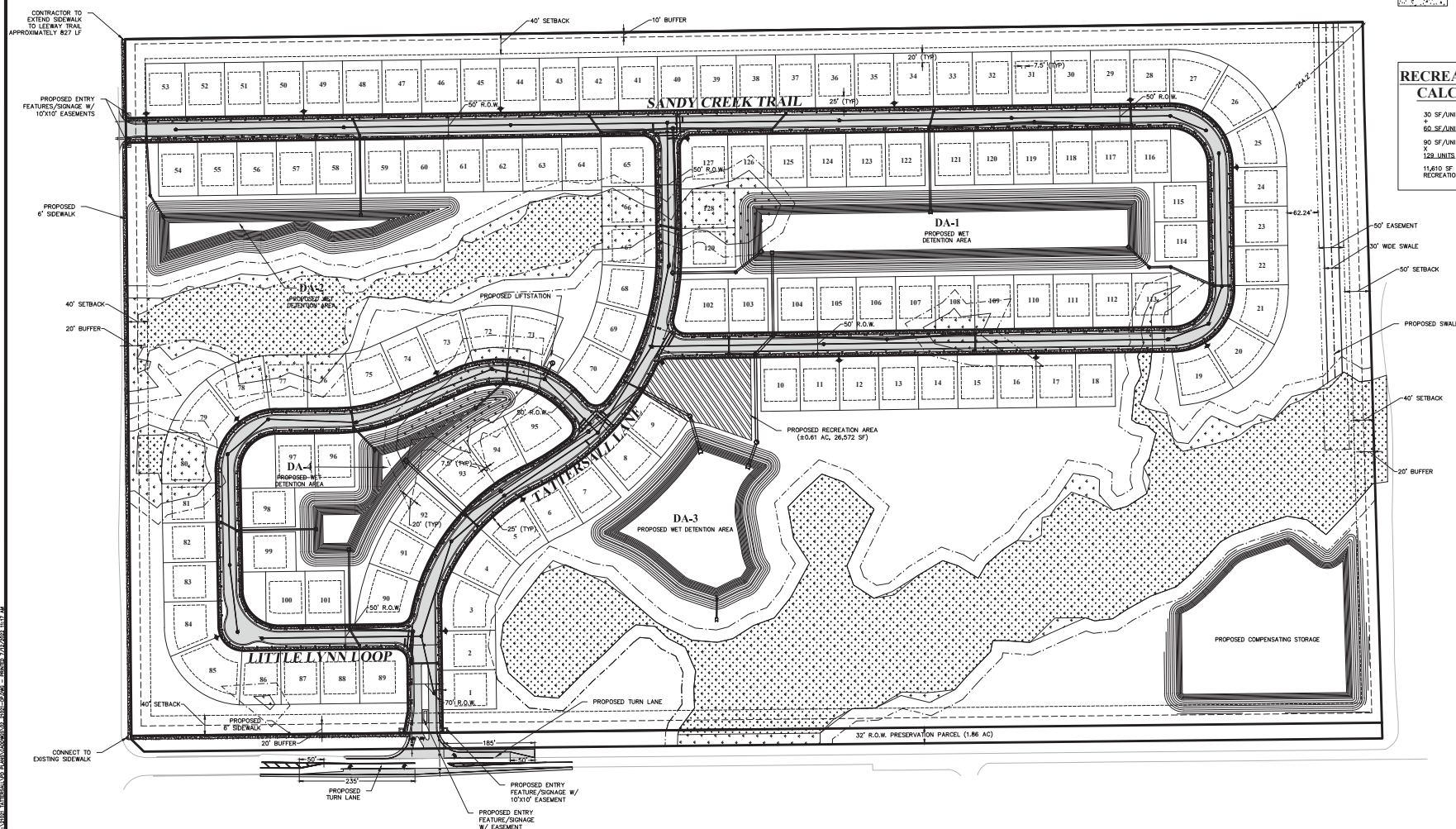


RECREATION AREA CALCULATION

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: fpaytas@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%

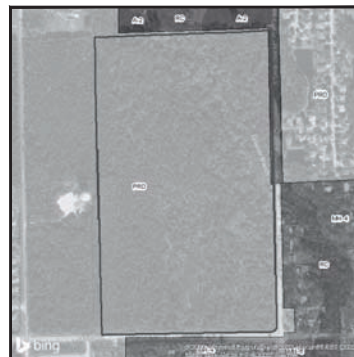
NOTE: OUTDOOR CONSTRUCTION ACTIVITY SHALL ONLY OCCUR FROM 7:00 AM TO 7:00 PM, MONDAY THROUGH SATURDAY.

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.

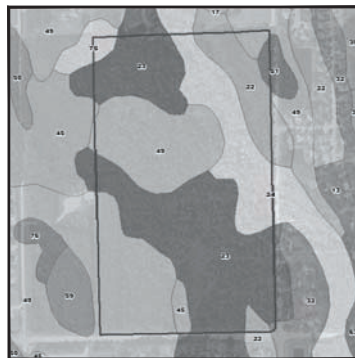


VICINITY MAP
SCALE: 1" = 1,100'



ZONING MAP
SCALE: 1" = 800'

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-FARWATER FINE SAND;
24-FLUVAIGENTS; 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

9.B.c



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	REVISION
1	01/11/2011	MLR	DESIGNED
2	02/24/11	MLR	REVISED PER CITY COMMENTS
3	03/24/11	MLR	REVISED PER CITY COMMENTS
4	11/13/11	MLR	REVISED PER CITY COMMENTS
5	05/17/12	MLR	REVISED PER CITY COMMENTS
6	05/17/12	MLR	REVISED PER CITY COMMENTS

TATTERSALL
PLANNED DEVELOPMENT
COVER SHEET

PROJECT NO: 201101
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: D:\2101-CDV
USER: XXXXX.DWG
WFP: XXXXX.DWG

RANDY HUDAK, P.E. NO. 0555
MELBA HUDAK, P.E. NO. 0557
NOT VALID FOR REUSE

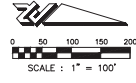
EXHIBIT C

SHEET C1 OF 8

NO.	DATE	BY	REVISION
1	01/11/2011	MLR	ISSUED FOR PERMIT
2	02/24/11	MLR	REVISED FOR CITY COMMENTS
3	03/24/11	MLR	REVISED FOR CITY COMMENTS
4	11/02/11	MLR	REVISED FOR CITY COMMENTS
5	01/12/12	MLR	REVISED FOR CITY COMMENTS
6	06/12/12	MLR	REVISED FOR CITY COMMENTS

**TATTERSALL
PLANNED DEVELOPMENT
FLOOD PLAIN EXHIBIT**

PROJECT NO: 201101
DESIGNED BY: MLR
DRAWN BY: MLR
CHECKED BY: RMH
DRAWING FILE: C:\FLOOD PLAIN EXHIBIT
DATE: 01/11/2011
SCALE: 1" = 100'



LEGEND:

- FLOOD IMPACT AREA (ZONE A)
- FLOOD ZONE A
- FLOOD ZONE X
- REGULATORY FLOODWAY (ZONE A)
- COMPENSATING STORAGE

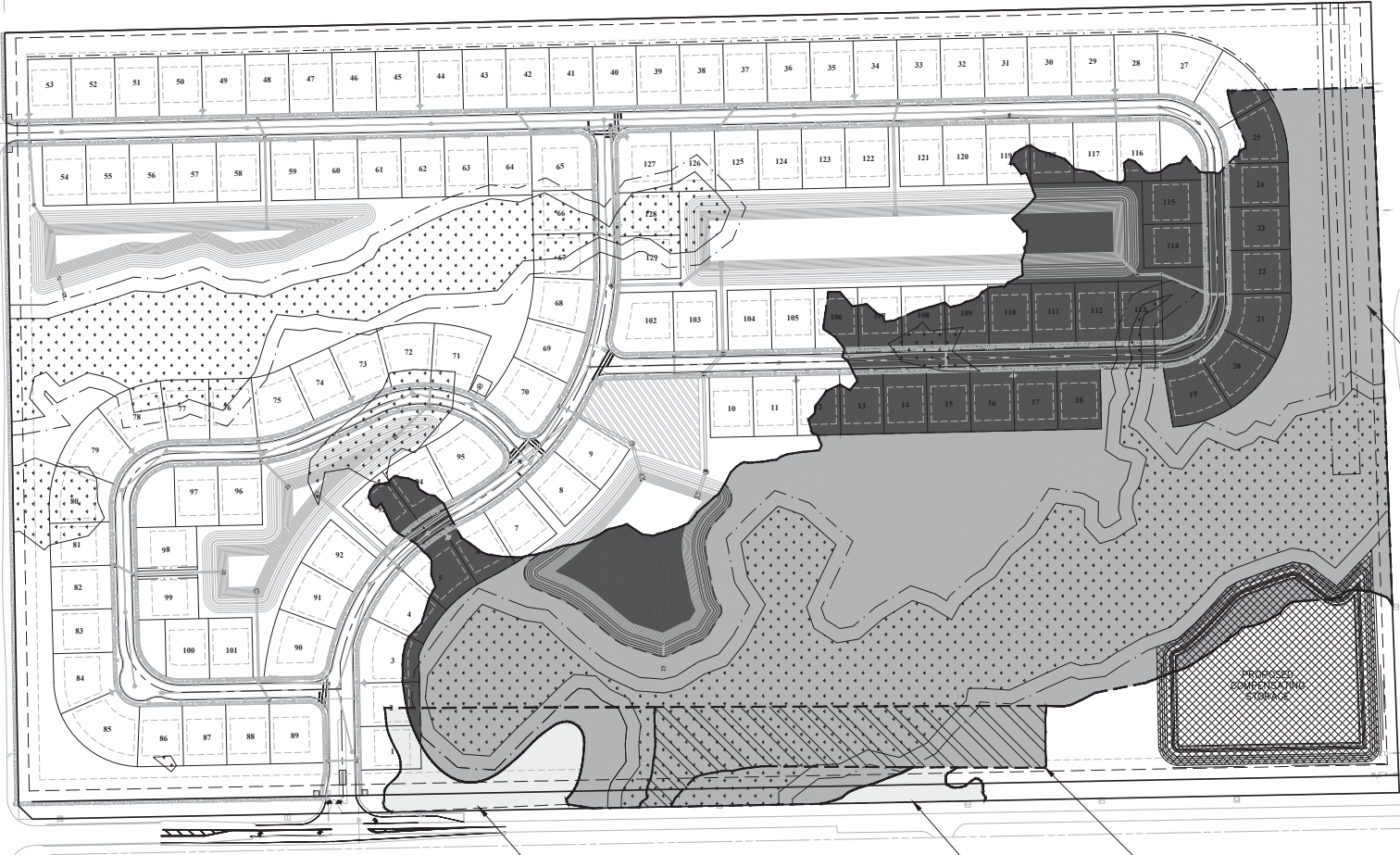
- FLOOD STORAGE IMPACTED BY DEVELOPMENT = 11.90 AC-FT
- FLOOD STORAGE PROVIDED IN COMPENSATING STORAGE POND TO OFFSET IMPACTS = 13.877 AC-FT

ZONE A
ESTIMATED B.F.E.=19.7

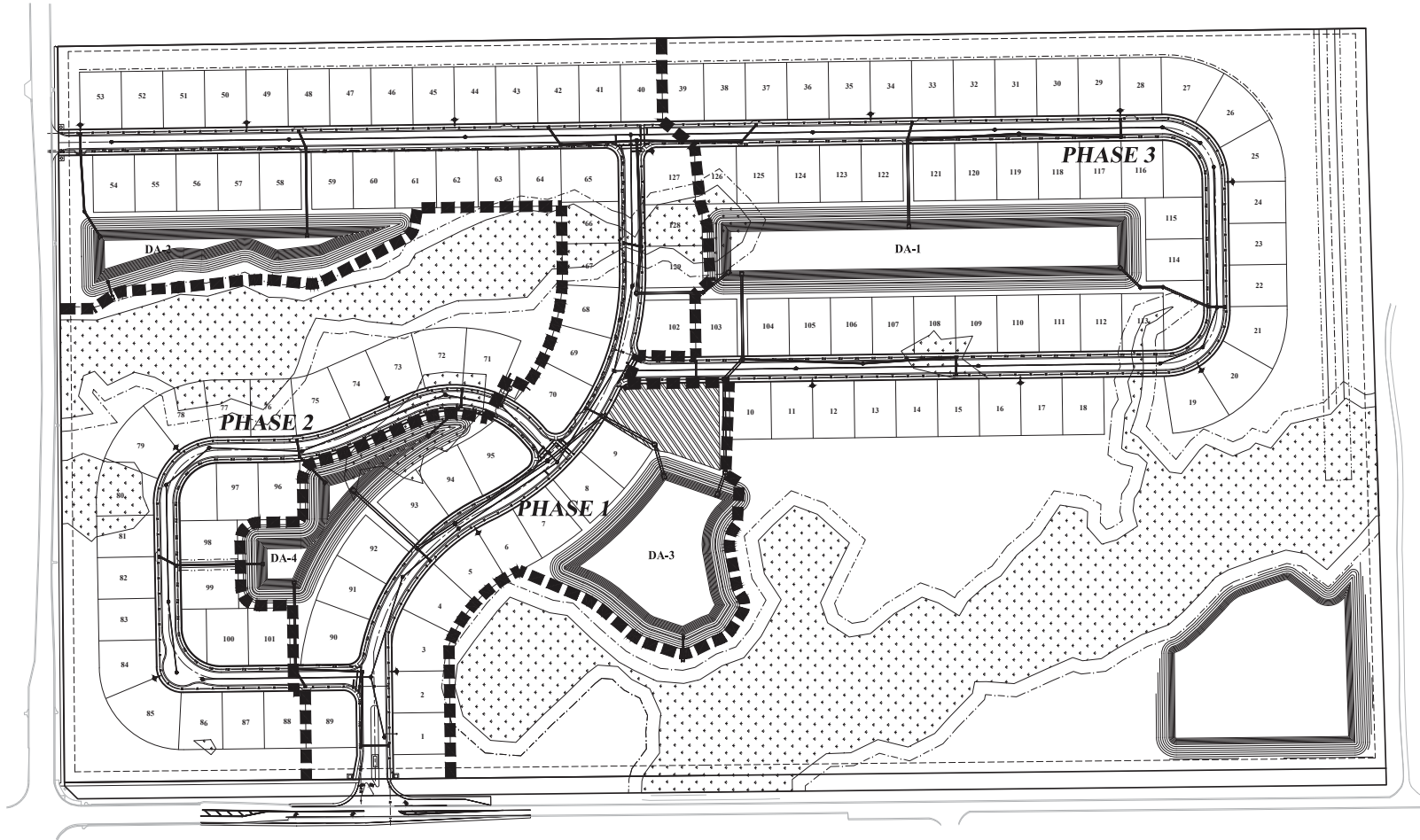
ZONE AE
ESTIMATED B.F.E.=19

ZONE X

ZONE X



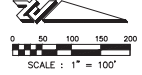
LOT COUNT PER PHASE:
PHASE 1: 51
PHASE 2: 24
PHASE 3: 54
TOTAL: 129



**TATTERSALL
PLANNED DEVELOPMENT
STORMWATER PLAN**

PROJECT NO: 20-2101
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH

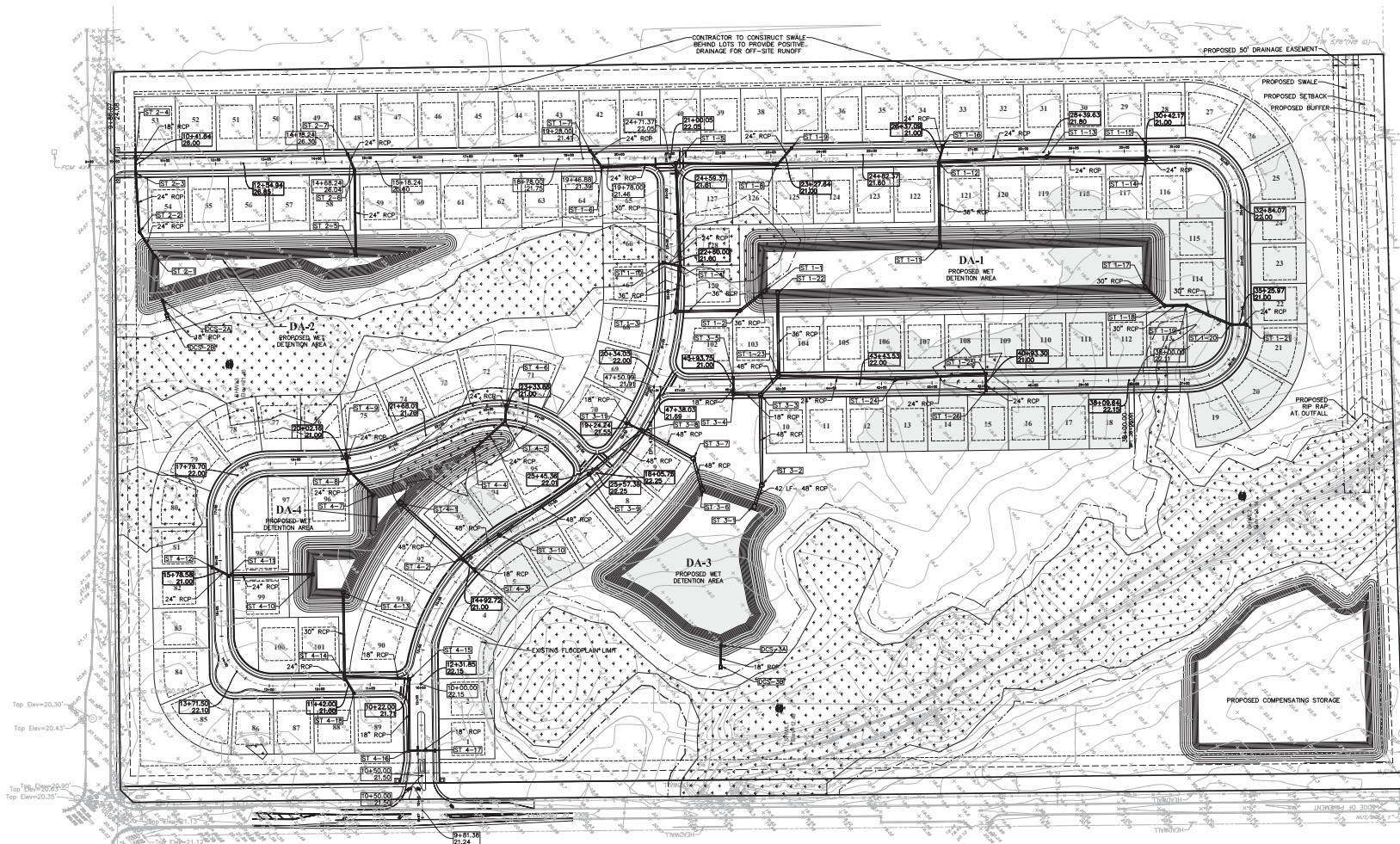
DRAWING FILE: 20-2101-01
DATE: 10/14/2020
SHEET: C4 OF 8



LEGEND:

- 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 LDC 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.



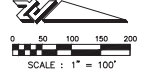
DATE: 10/14/2020
DRAWN BY: MLR
CHECKED BY: RMH
PROJECT NO: 20-2101

**TATTERSALL
PLANNED DEVELOPMENT
UTILITY PLAN**

PROJECT NO: 20-21021
DESIGNED BY: M.R.
DRAWN BY: M.R.
CHECKED BY: R.H.

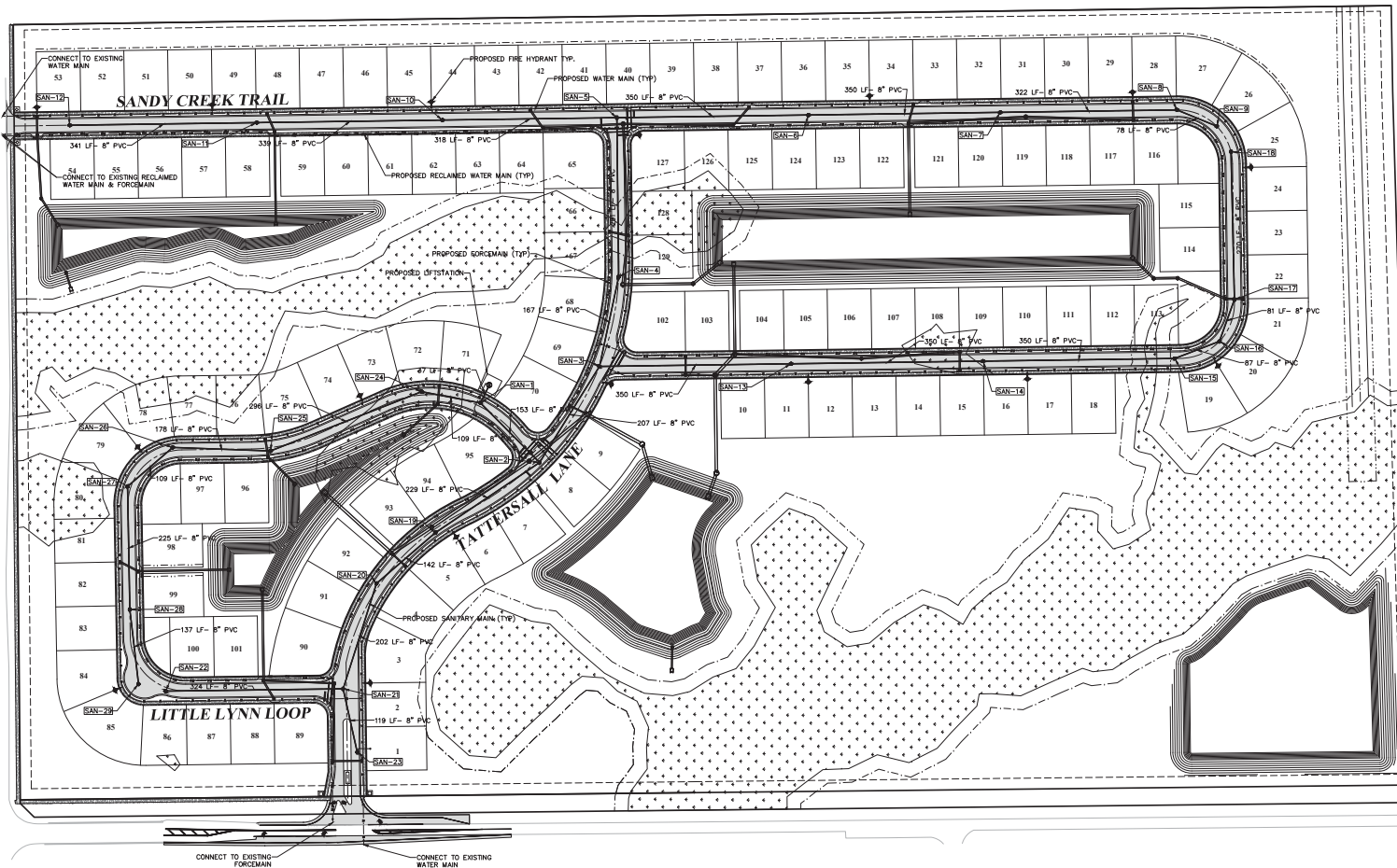
DRAWING FILE: 20-21021-UTL
DATE: 11/11/2020
SHEET: 001 OF 002

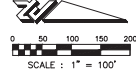
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SHEET C5 OF 8



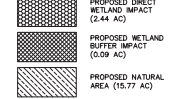
LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- PROPOSED WATERMAIN
- PROPOSED RECLAIMED WATERMAIN
- PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY

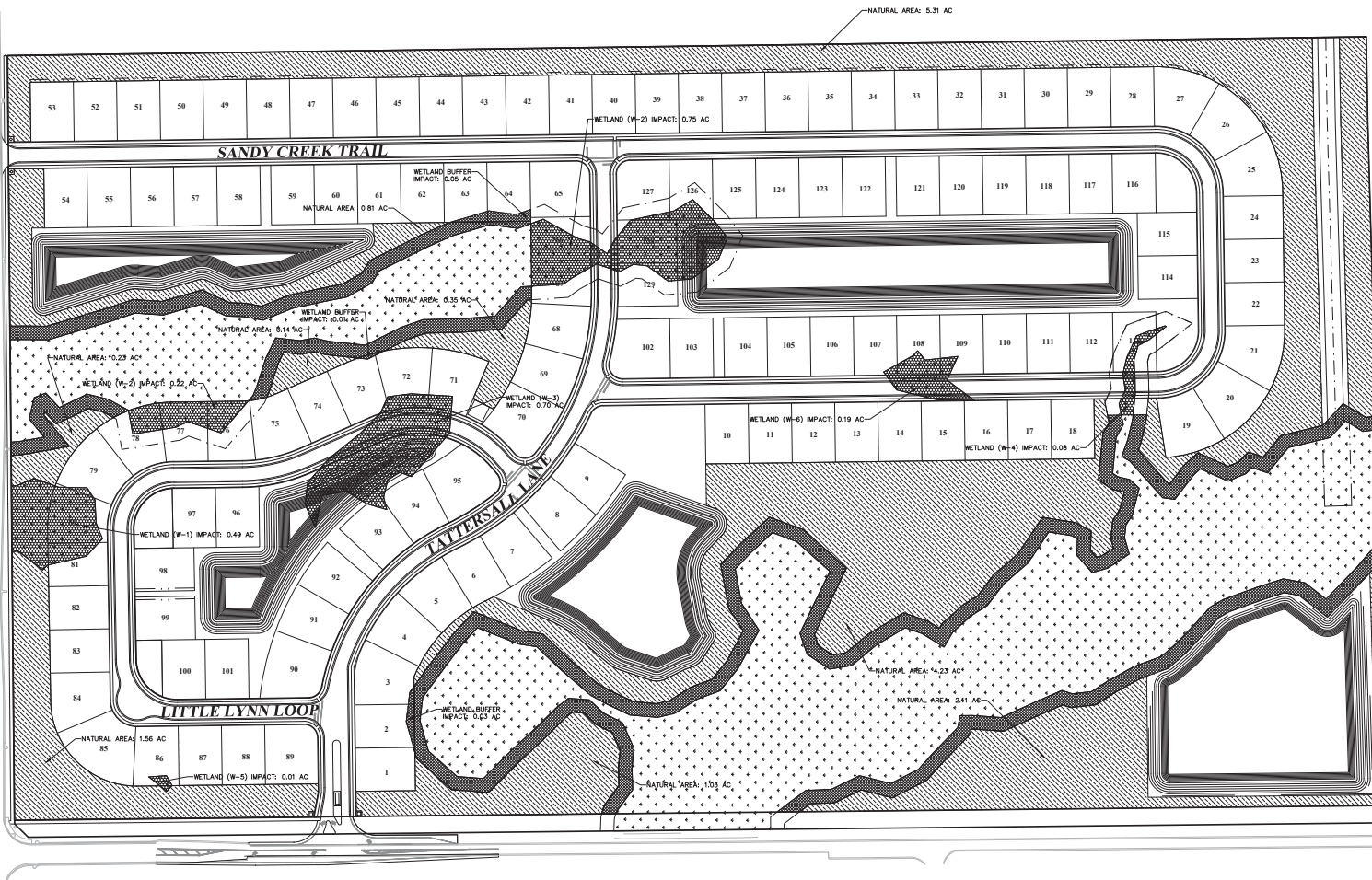




LEGEND:



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	REVISION
1	01/11/2021	MLR	ISSUED FOR PERMITTING
2	02/24/21	MLR	REVISED AND COT CORRECTIONS
3	03/24/21	MLR	REVISED AND COT CORRECTIONS
4	11/11/21	MLR	REVISED PER CITY COMMISSIONER'S COMMENTS
5	05/12/22	MLR	REVISED PER CITY COMMISSIONER'S COMMENTS

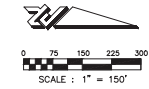
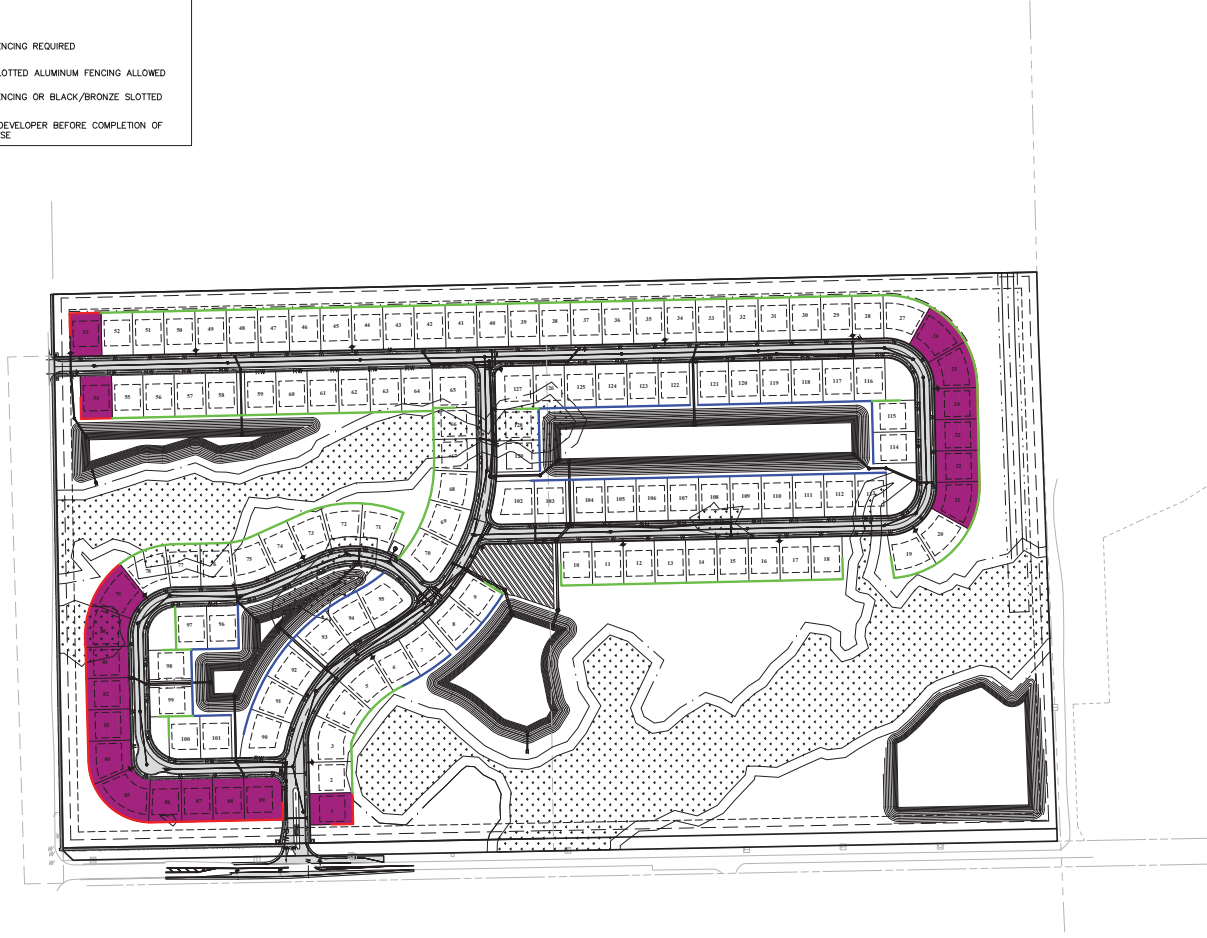
**TATTERSALL
PLANNED DEVELOPMENT
WETLAND IMPACT AND
NATURAL AREA EXHIBIT**
CITY OF DAVENPORT, FLORIDA

PROJECT NO: 20-21021
 DESIGNED BY: MLR
 DRAFTED BY: MLR
 CHECKED BY: RMH
 DRAWING FILE: 01-21021-WET
 SHEET: 2101-TA-01-0100
 SHEET:

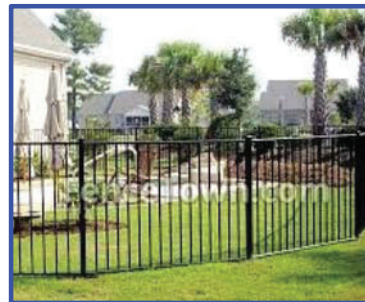
RANDYAL HUDAK, P.E. NO. 0550
 MICHAEL HUBBELL, P.E. NO. 0557
 NOT VALID WITHOUT SEAL

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

9.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
7	05/12/22	MLR	REVISIONS AND CITY COMMENTS
8	05/12/22	MLR	REVISIONS AND CITY COMMENTS
9	05/12/22	MLR	REVISIONS AND CITY COMMENTS

**TATTERSALL
PLANNED DEVELOPMENT
FENCING EXHIBIT**

PROJECT NO.: 20-21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: C:\FENCING EXHIBIT
DATE: 05/12/22
WFP: 0000.DWG

ISSUED FOR: JARVIS, FLA. NO. 0000
NOT VALID WITHOUT SEAL
SHEET 01 OF 01

ELEVATIONS



PAYTAS HOMES



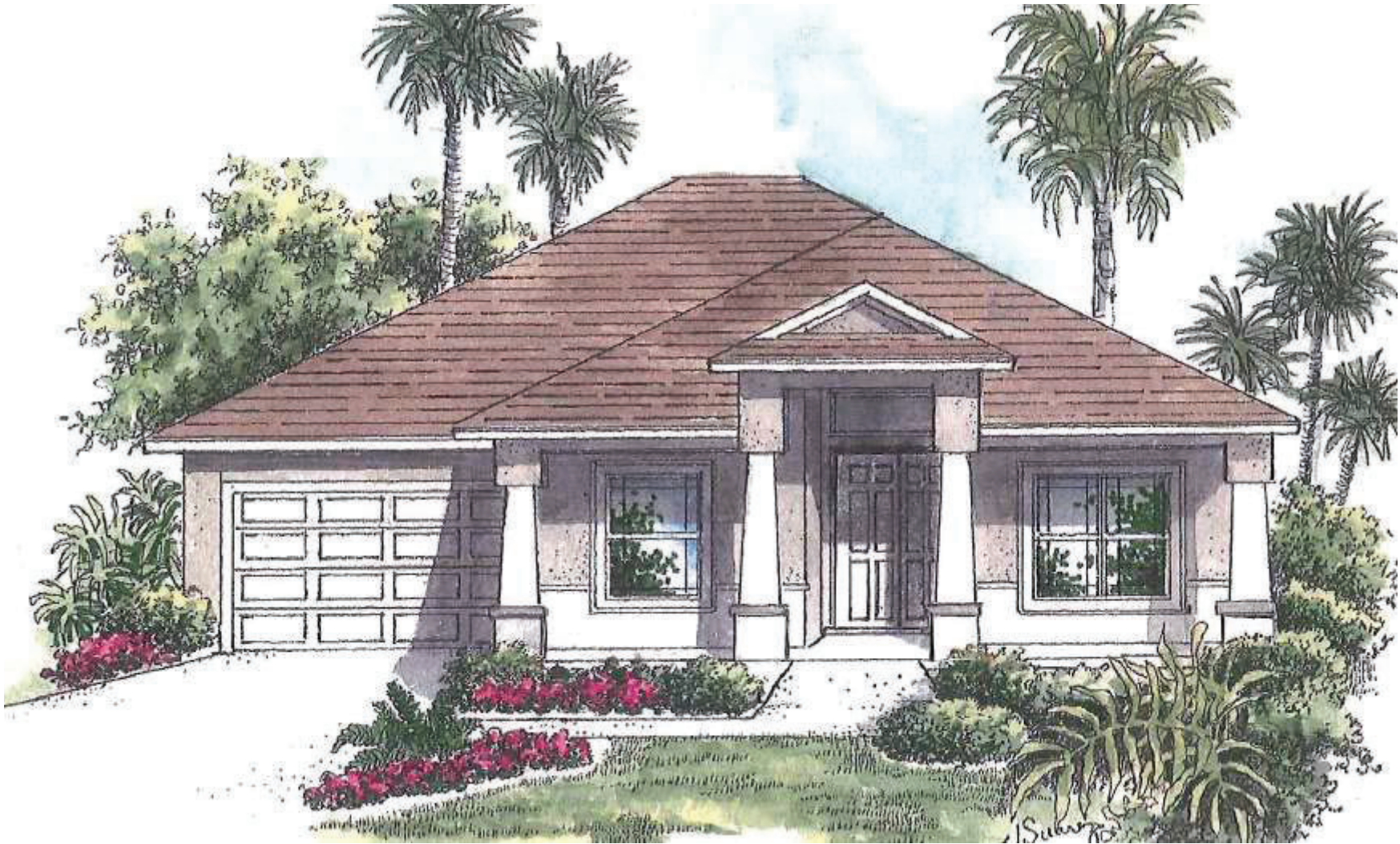
PAYTAS HOMES



PAYTAS HOMES

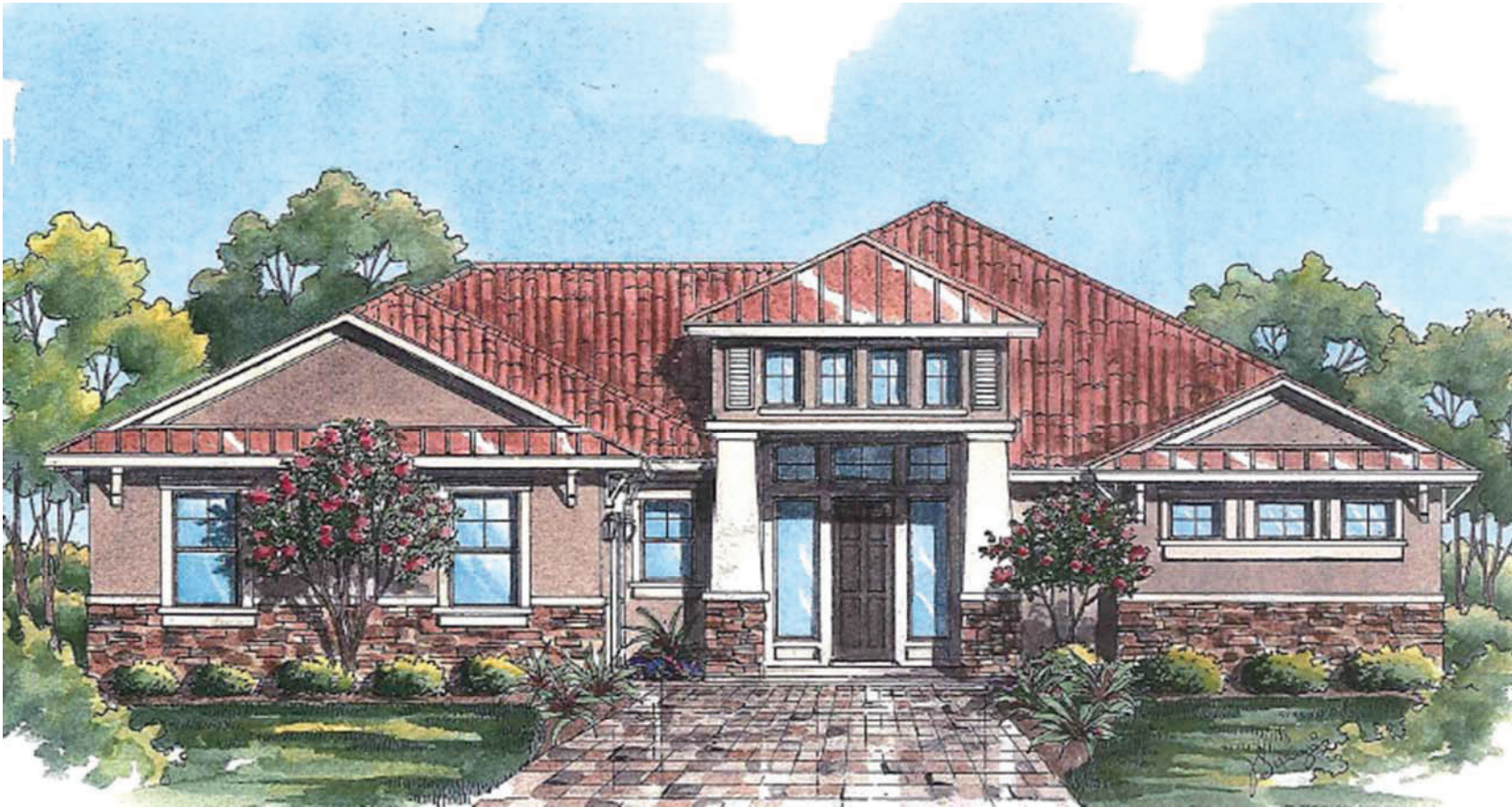


PAYTAS HOMES



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



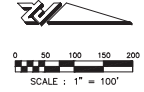
Elevation is an artist's concept only and may vary. All elevations are subject to conform to community covenants and restrictions. Designs are property of Paytas Homes, Inc. and cannot be duplicated due to copyright laws. CRC039455

PAYTAS HOMES



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



SIGN ELEVATION #1

SIGN ELEVATION #2

SIGN ELEVATION #1

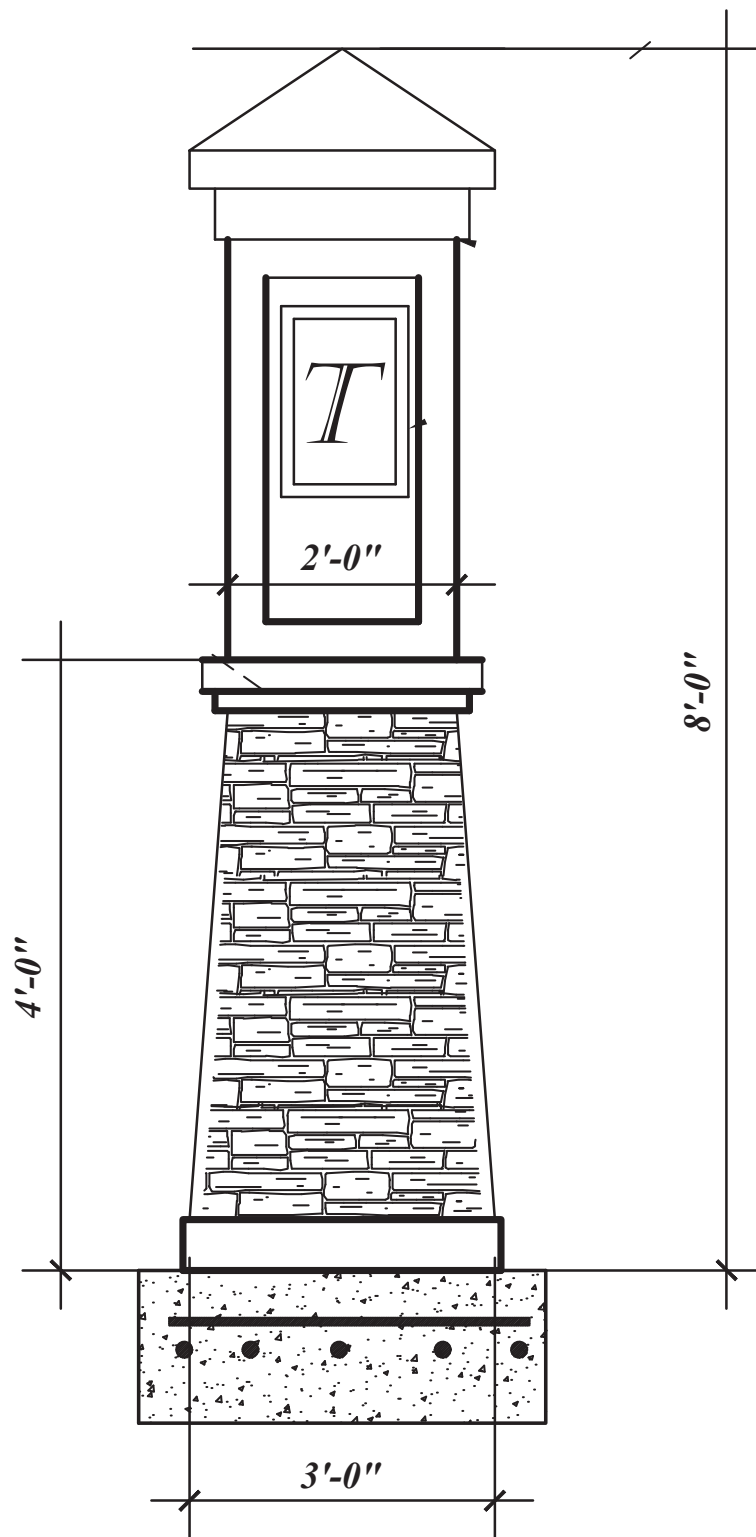
**TATTERSALL
 PLANNED DEVELOPMENT
 SIGNAGE EXHIBIT**

CITY OF DAVENPORT, FLORIDA

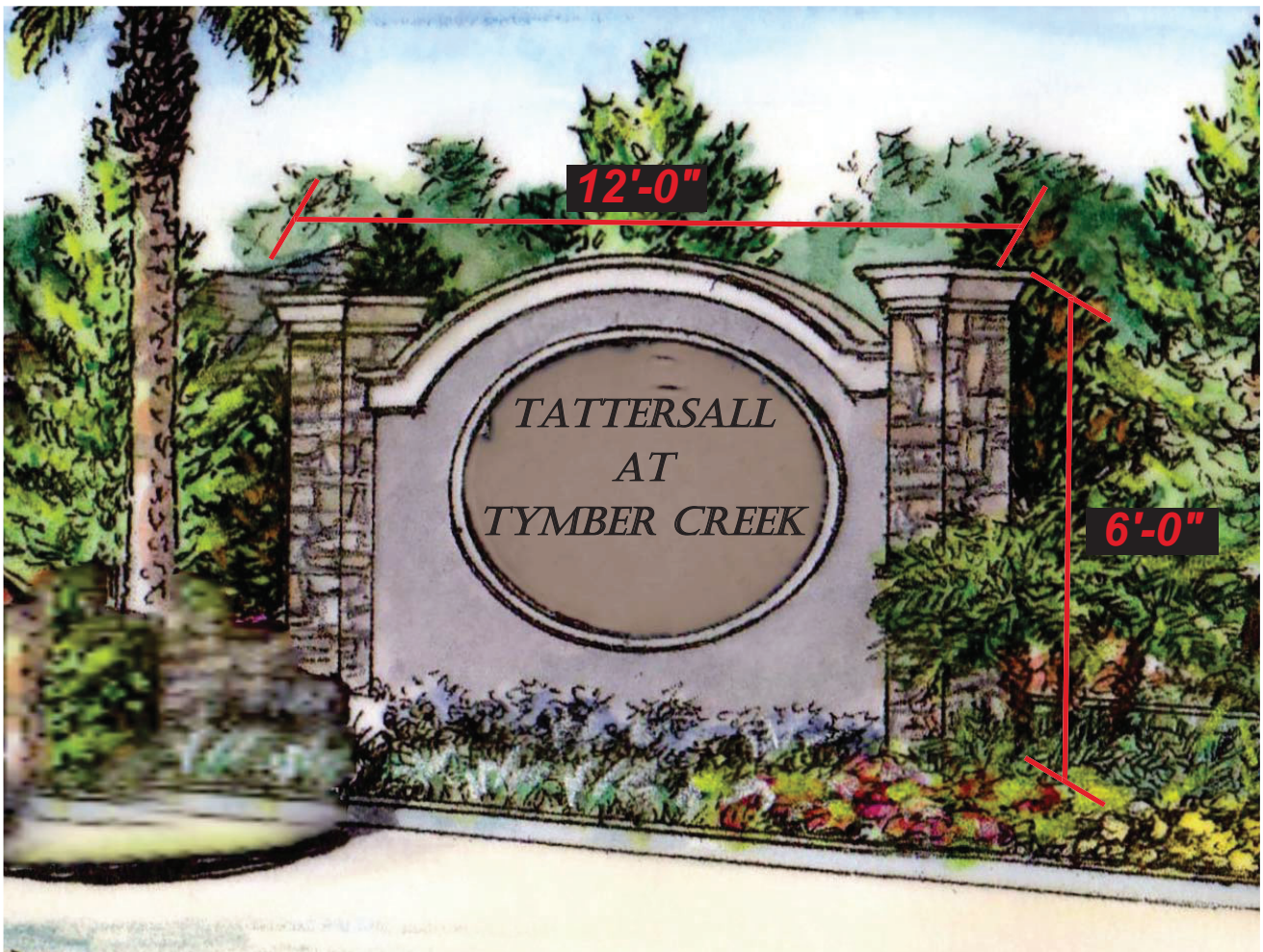
PROJECT NO: 20-21021
 DESIGNED BY: MLR
 DRAFTED BY: MLR
 CHECKED BY: RMH
 DRAWING FILE: CD SIGNAGE EXHIBIT
 WBP'S: 0000.DWG
 WBP'S: 0000.DWG

SIGN ELEVATION #1

9.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 “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 24 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. **

²²NOTE: 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: tpoytas@paytashomes.com.

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

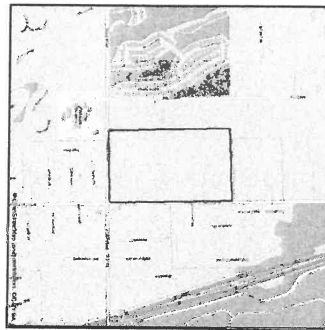
LEGAL:

LEE COHEN ASSOCIATES, INC.
300 INTERCHANE BLVD., SUITE C
ORMOND BEACH, FL 32174
PHONE: 386-677-2482
FAX: 386-677-2505
CONTACT PERSON: JANE STEHR, RLA
e-mail: jstehr@leevcohen.com

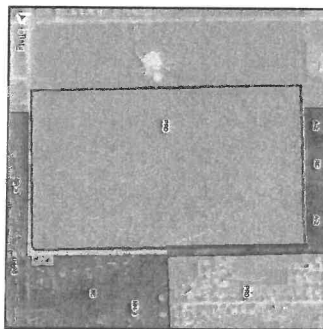
COBB COLE
231 NORTH WOODLAND BLVD.
DELAND, FL 32720
PHONE: 386-756-7700
FAX: 386-944-7966
CONTACT PERSON: MARK WATTS
email: mark.watts@cobbcole.com

SHEET INDEX:

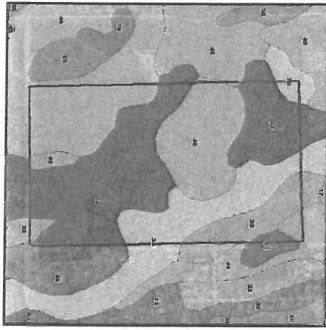
- C1 COVER SHEET
- C2 CONCEPT PLAN
- C3 WETLAND IMPACT & NATURAL AREA EXHIBIT
- C4 STORMWATER PLAN
- C5 UTILITY PLAN
- C6 CONSTRUCTION DETAILS
- C7 PHASING PLAN
- C8 FLOOD PLAIN EXHIBIT
- D EXHIBIT D FENCING EXHIBIT
- F EXHIBIT F SIGNAGE EXHIBIT



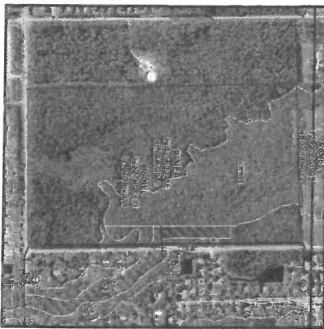
VICINITY MAP
SCALE: 1" = 1,100'



ZONING MAP
SCALE: 1" = 100'



SOILS MAP



FLOOD ZONE MAP

THE SITE LIES WITHIN THE FOLLOWING VOLUNTARY SOIL CLASSIFICATIONS:
22-ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES; 23-FARLINGTON FINE SAND;
24-FLUVAOLICENTS 4S-PREIRA FINE SAND; 49-POMONA FINE SAND;
51-POMONA FINE SAND, DEPRESSONAL

THE PROPERTY LIES IN:
FLOOD ZONE A, AE & X PER FEMA MAP 12127C0194J

EXHIBIT C

SHEET: C1 of 8

TATTERSALL PLANNED DEVELOPMENT COVER SHEET

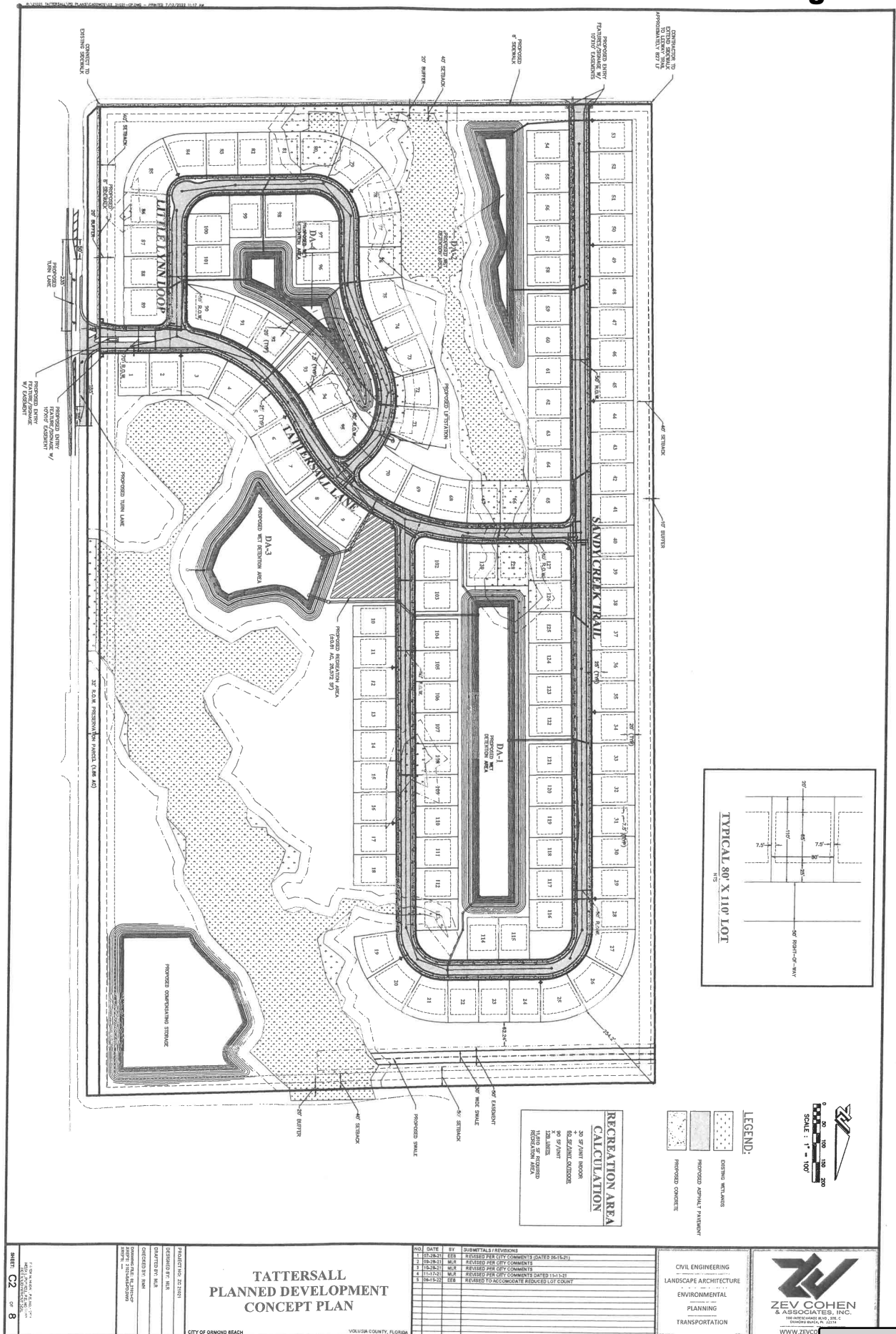
CITY OF ORMOND BEACH

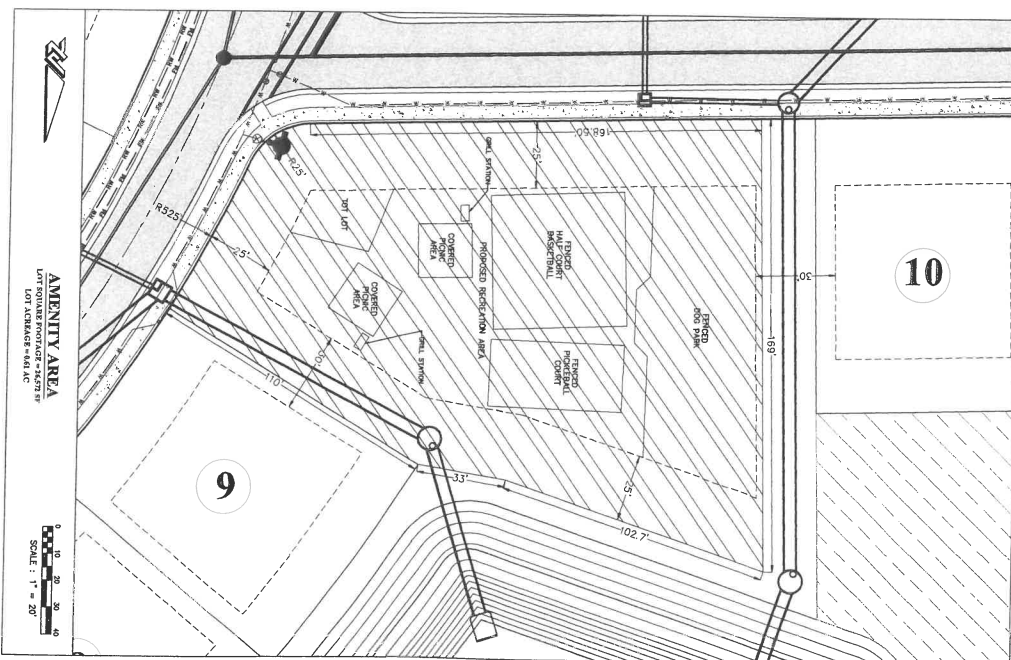
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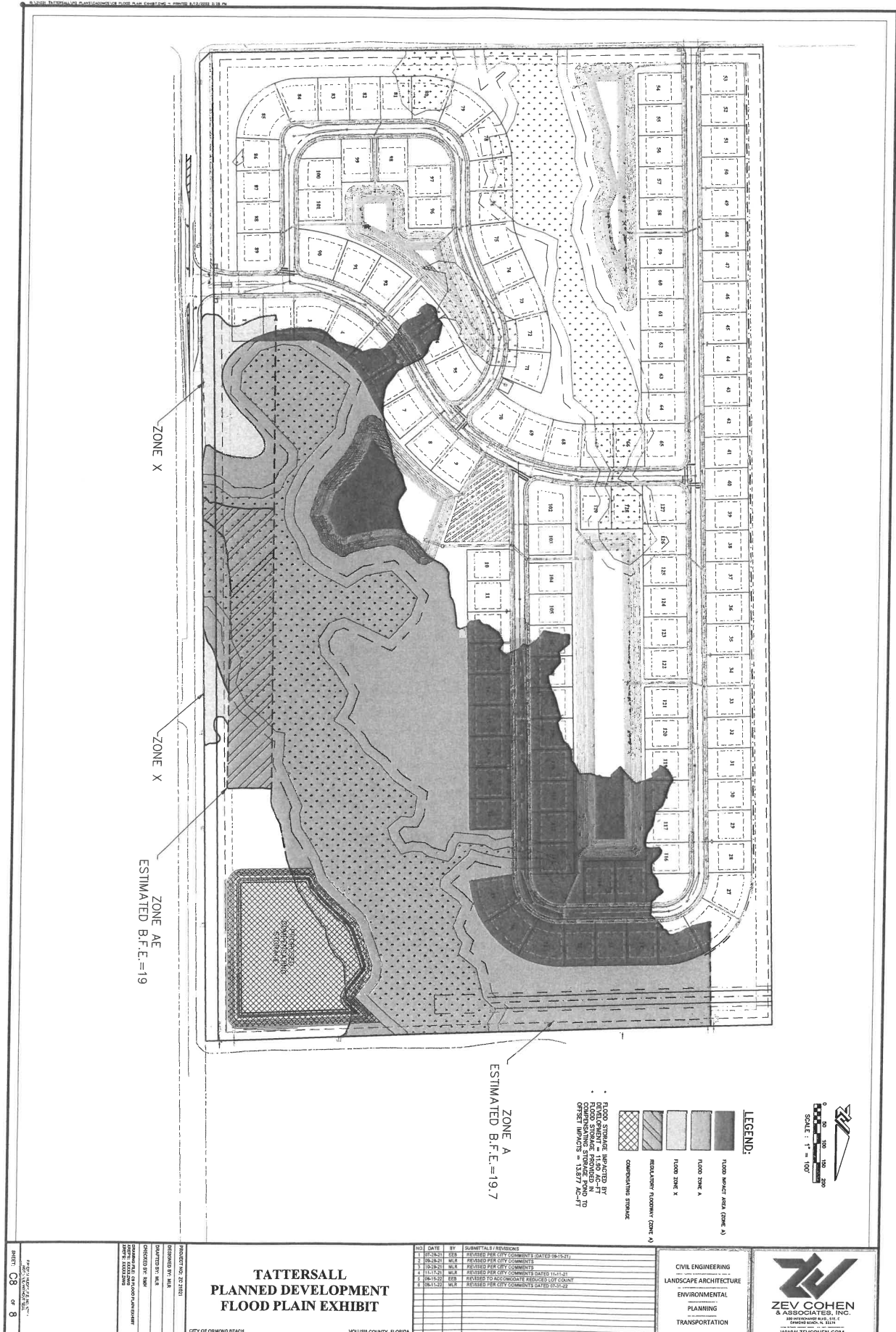
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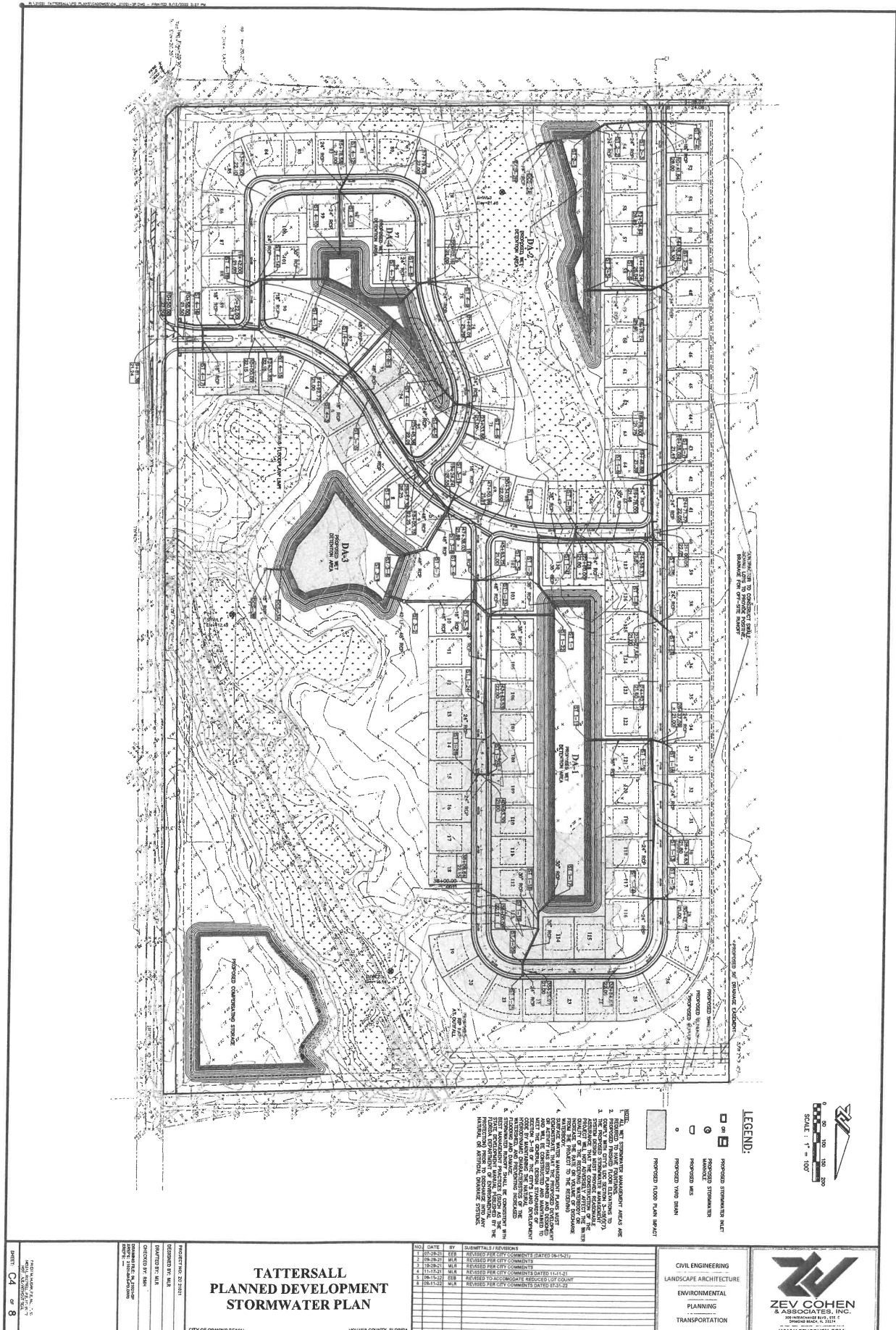
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

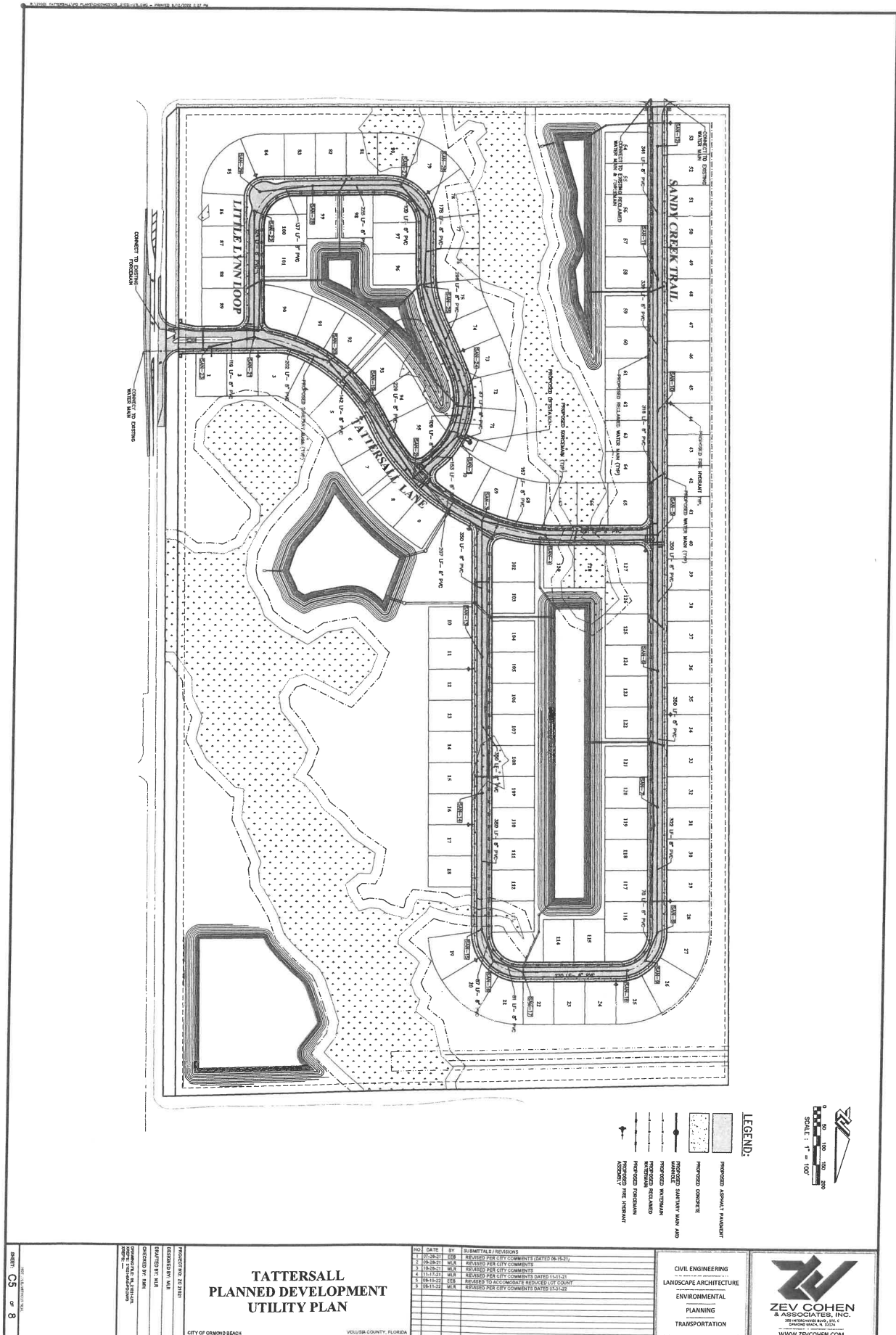


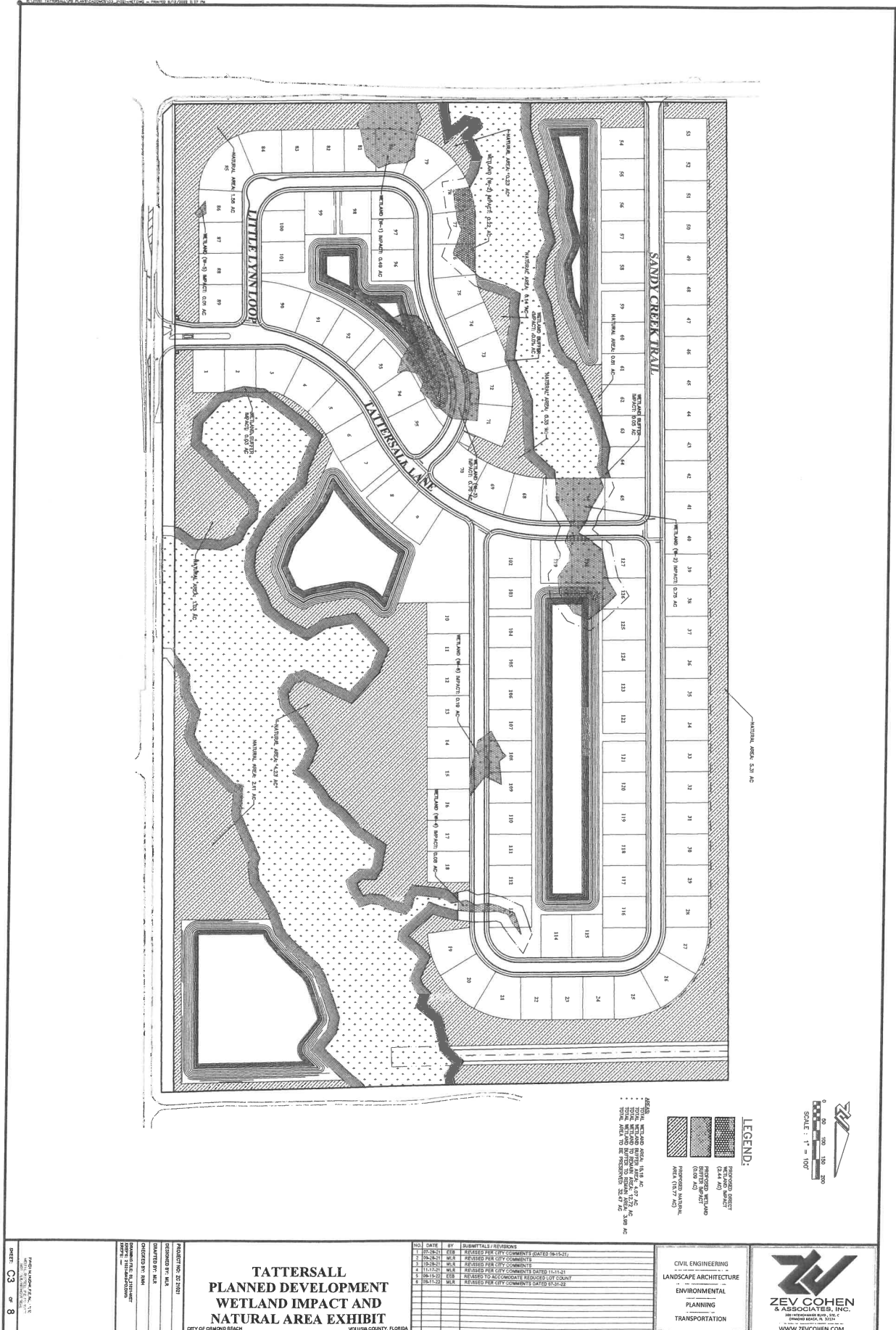


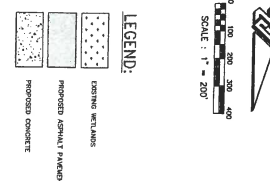










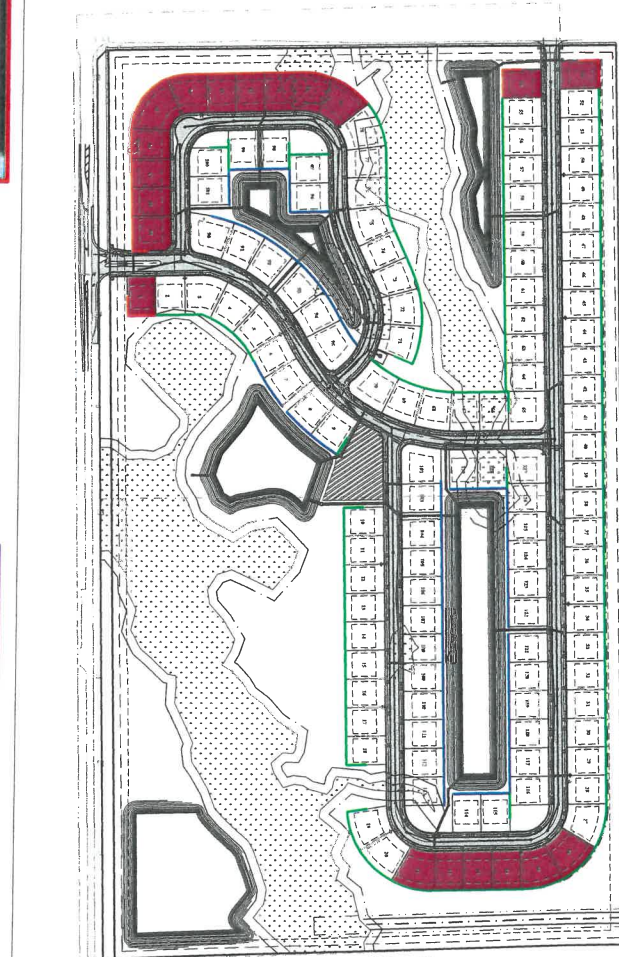


VOLUSIA COUNTY, FLORIDA

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LANDSCAPE ARCHITECTURE
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ENVIRONMENTAL
DESIGN • ANALYSIS • CONSTRUCTION • MAINTENANCE • REPAIRS
PLANNING
DESIGN • ANALYSIS • CONSTRUCTION • MAINTENANCE • REPAIRS
TRANSPORTATION



**ZEV COHEN
& ASSOCIATES, INC.**
300 INTERCHANGE BLVD., STE. C
DUNEDIN FLORIDA, FL 33514
914-444-7100 FAX 914-444-7101



- LEGEND:**
- WHITE VINYL, PRIVACY FENCING REQUIRED
 - ONLY BLACK/BRONZE SLOTTED ALUMINUM FENCING ALLOWED
 - WHITE VINYL, PRIVACY FENCING ON BLACK/BRONZE SLOTTED ALUMINUM ALLOWED
 - FENCING INSTALLED BY DEVELOPER BEFORE COMPLETION OF CONSTRUCTION PER PHASE

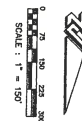
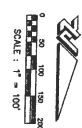
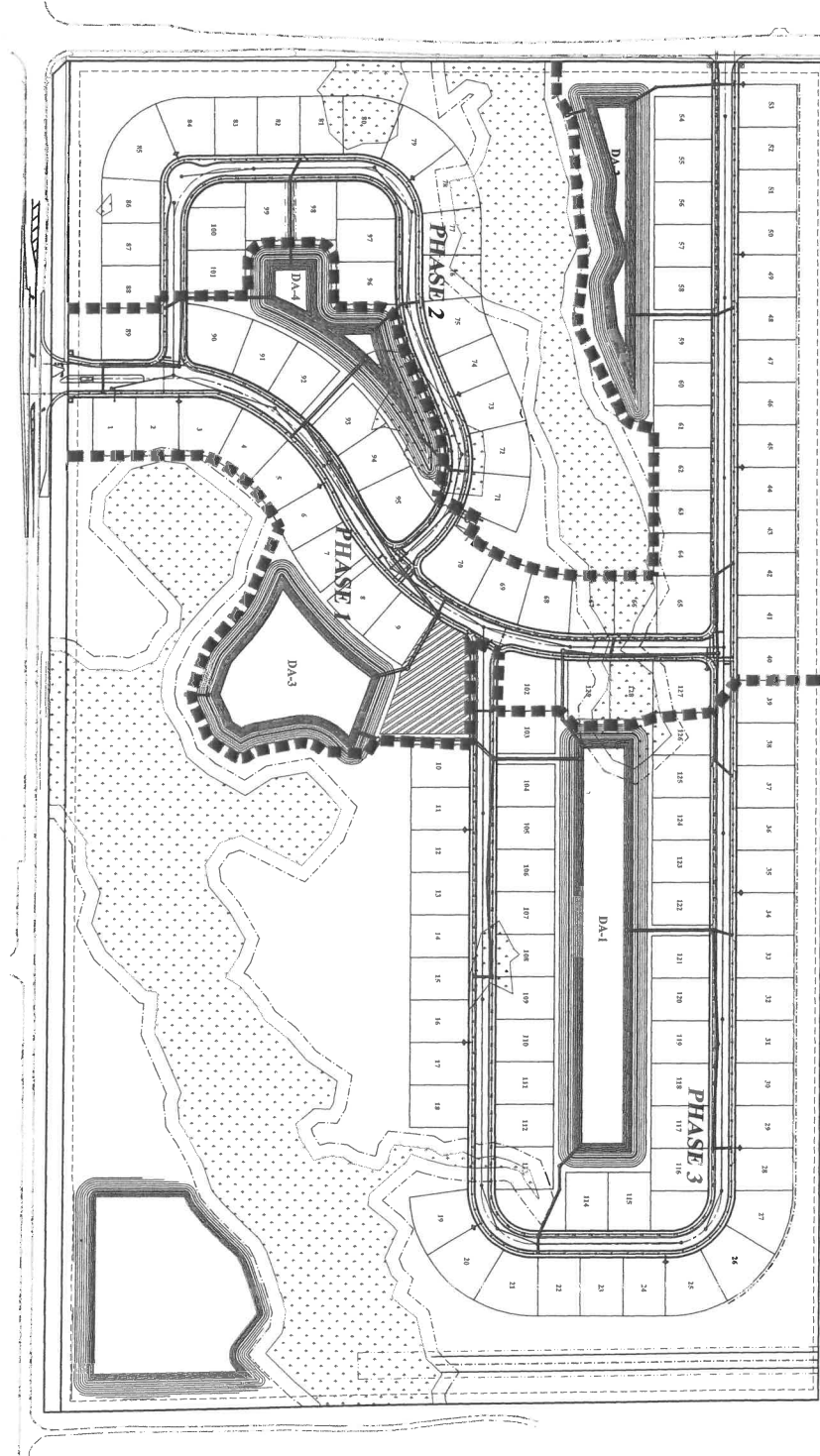


EXHIBIT D

[illegible]



LOT COUNT PER PHASE:
 PHASE 1: 51
 PHASE 2: 24
 PHASE 3: 34
 TOTAL: 109

PREPARED FOR: ZEV COHEN & ASSOCIATES, INC. DESIGNED BY: M.A.S. DRAWN BY: M.A.S. CHECKED BY: M.A.S. DATE: 07/20/21 PROJECT: TATTERSALL PLANNED DEVELOPMENT SHEET: 07 OF 8	TATTERSALL PLANNED DEVELOPMENT PHASING PLAN CITY OF ORLANDO BEACH VOLUSIA COUNTY, FLORIDA		NO. DATE BY SUBMITTALS / REVISIONS 1 07/20/21 EEB REVISED PER CITY COMMENTS DATED 06/18/21 2 08/10/21 M.A.S. REVISED PER CITY COMMENTS 3 10/20/21 M.A.S. REVISED PER CITY COMMENTS 4 11/15/21 M.A.S. REVISED PER CITY COMMENTS DATED 11/15/21 5 08/19/22 EEB REVISED TO ACCOMMODATE REVISIONS OF COUNTY 6 08/19/22 M.A.S. REVISED PER CITY COMMENTS DATED 07/21/22	CIVIL ENGINEERING LANDSCAPE ARCHITECTURE ENVIRONMENTAL PLANNING TRANSPORTATION	 ZEV COHEN & ASSOCIATES, INC. 3000 UNIVERSITY BLVD., SUITE 100 ORLANDO, FLORIDA 32804 WWW.ZEVCOHEN.COM
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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.
Designs are property of Paytas Homes, Inc. and cannot be duplicated due to copyright laws. CRC039455

PAYTAS HOMES



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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

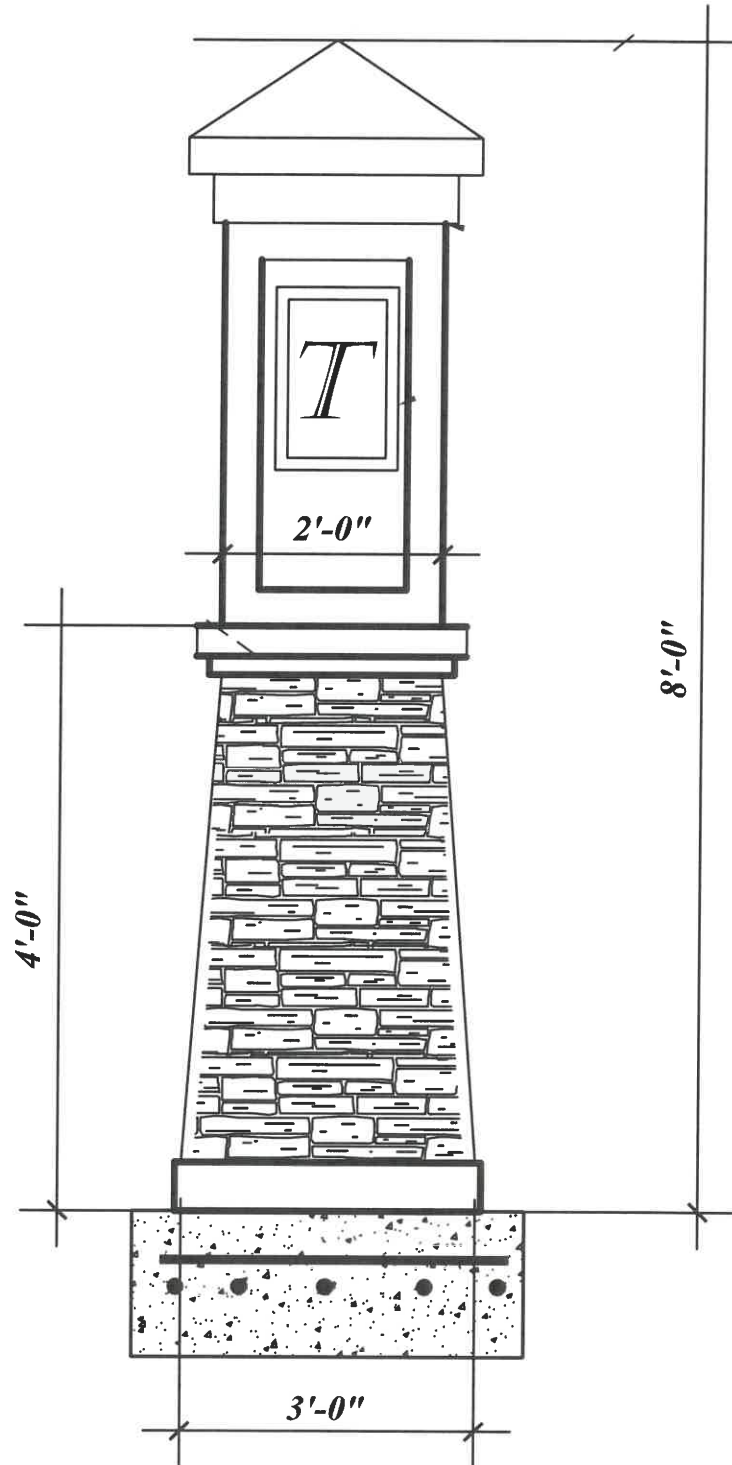
VOLUSIA COUNTY, FLORIDA

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 RECOMMITTEE REVISED FOR CLARITY
6	08-11-22	MLR	REVISED PER CITY COMMENTS DATED 07-31-22

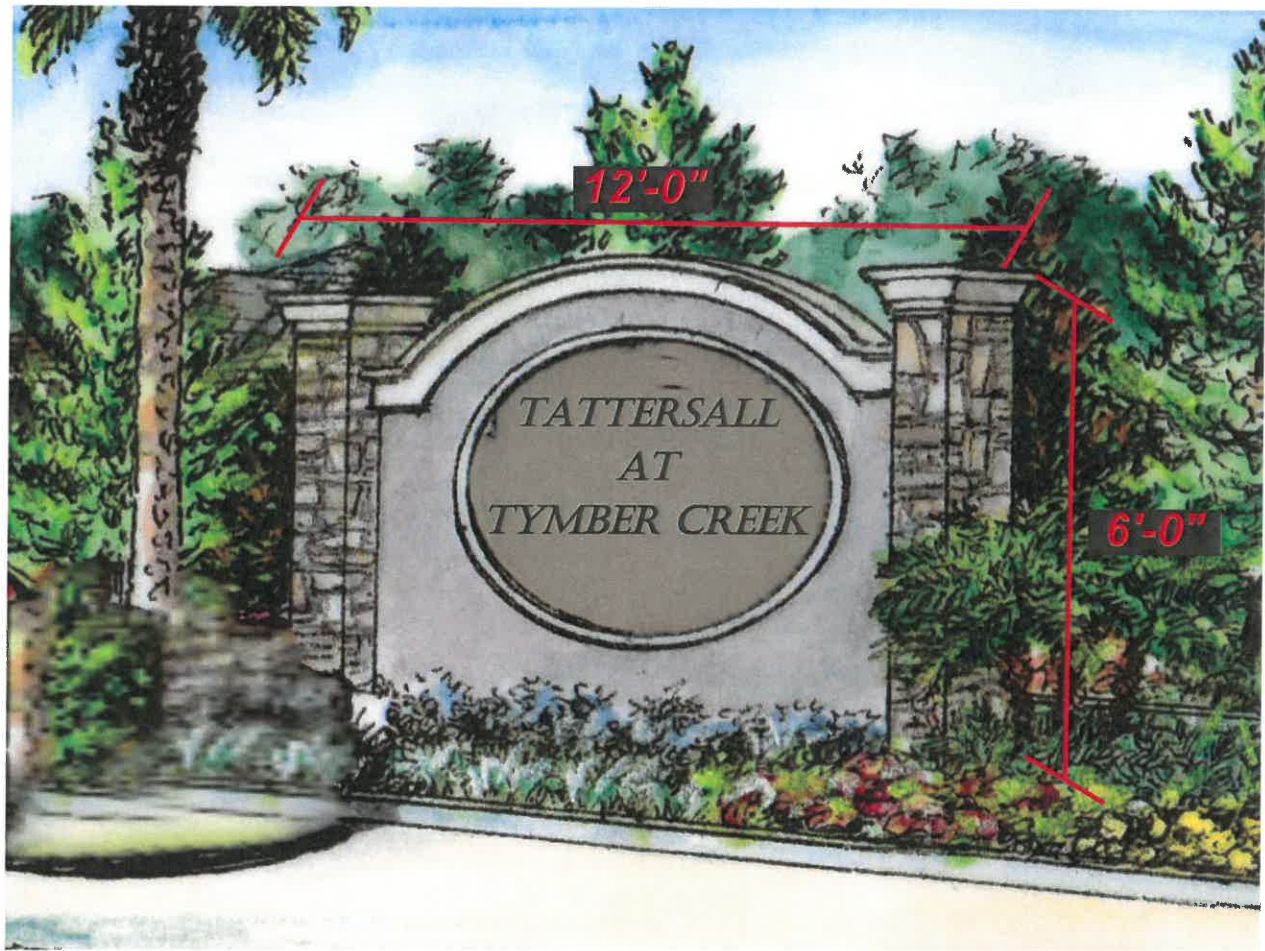
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION



PROJECT NO. 22-00001
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

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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 FormBottom 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

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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: November 1, 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:

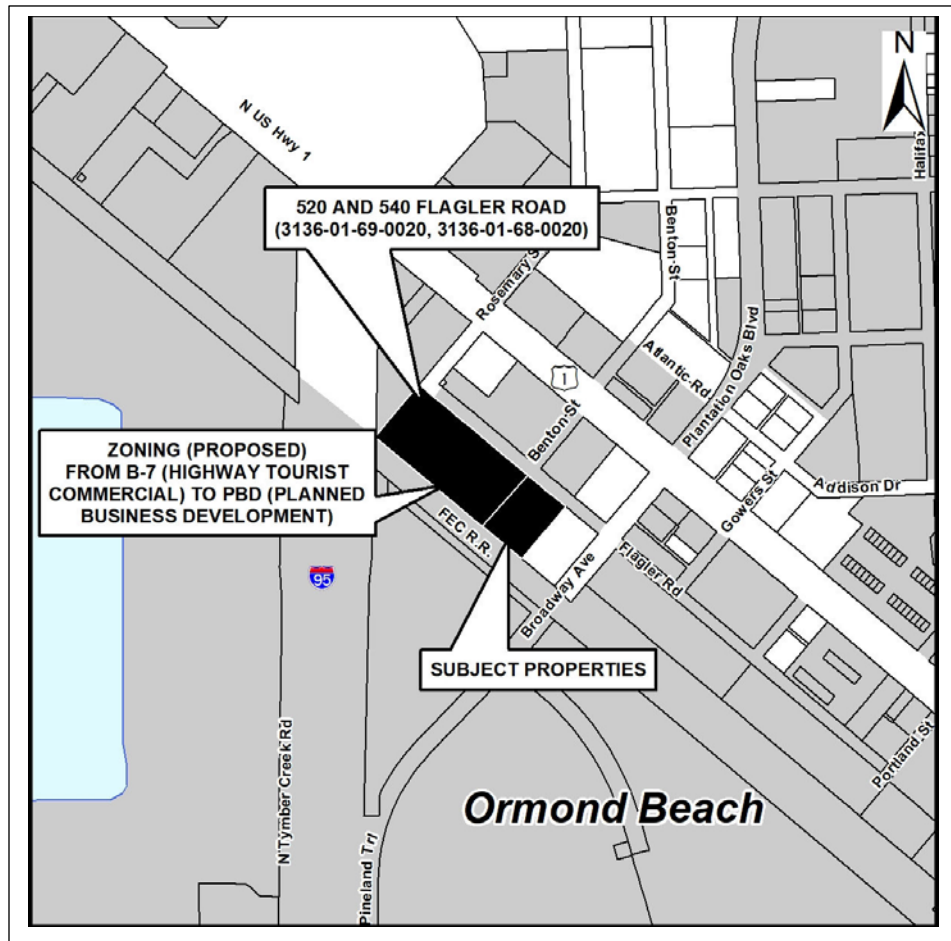
BEING A PORTION OF LOTS 1 THROUGH 6, ALL OF LOTS 8 THROUGH 15, A PORTION OF LOT 16 AND DEMONSTRATION GARDEN, NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING WESTERLY OF U.S. HIGHWAY No. 1 (STATE ROAD No. 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.

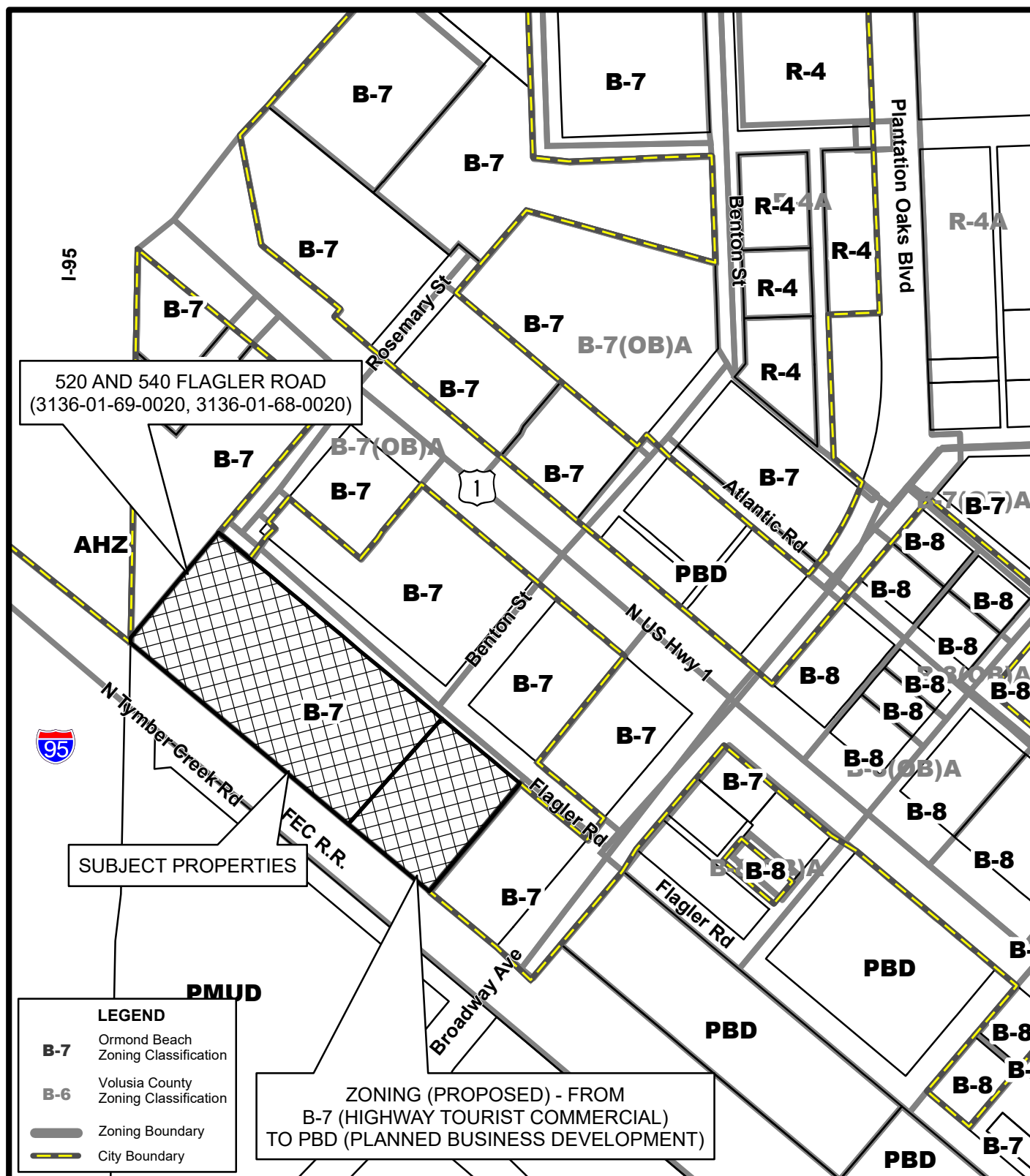
THE ABOVE DESCRIBED LAND CONTAINS 147,892 SQUARE FEET OR 3.395 ACRES MORE OR LESS.

EXHIBIT "A"
Page 3 of 3

LOCATION MAP

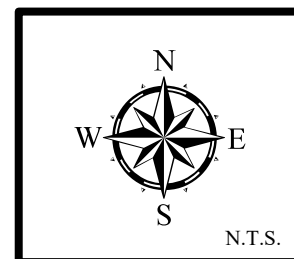


PARCEL ID:	3136-01-69-0020 and 3136-01-68-0020
OWNER:	BHT Holdings, LLC
APPLICANT:	BHT Holdings, LLC
PBD ADDRESS:	520 and 540 Flagler Road



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).

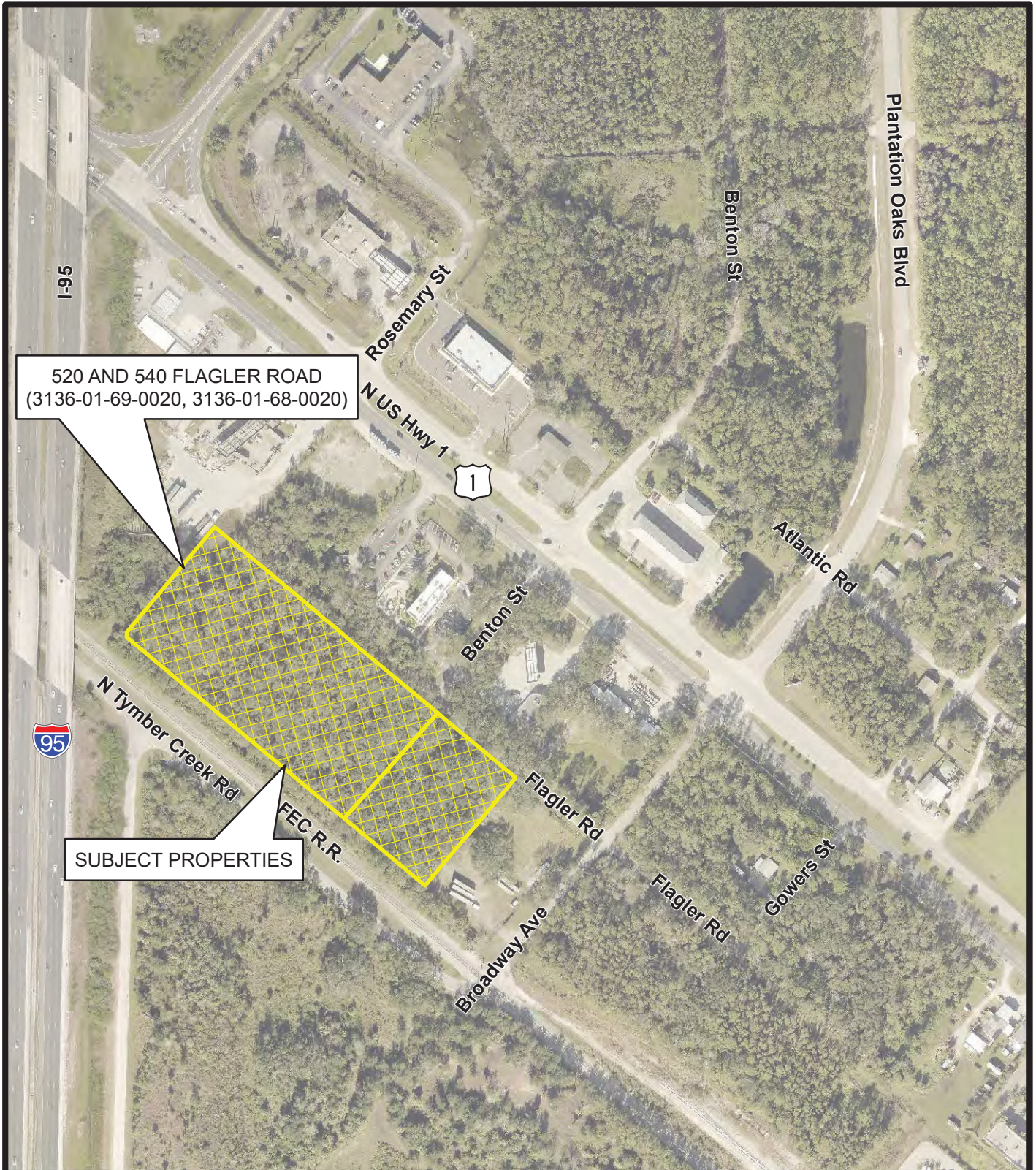
Attachments:

Attachment 1: Location, aerial, and land use maps

Attachment 2: Zoning map of the amendment

ATTACHMENT 1

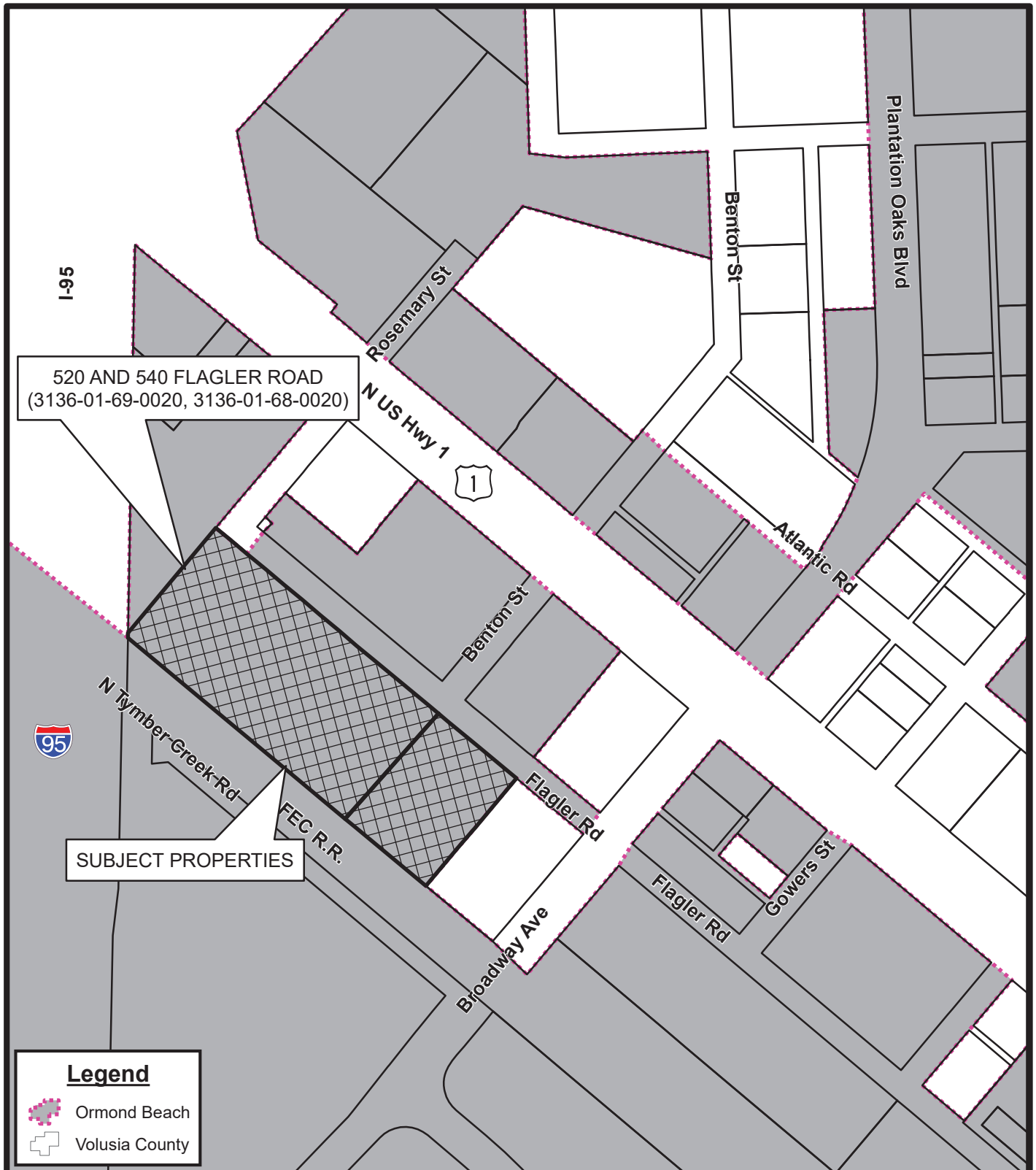
Location, aerial, and land
use maps



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

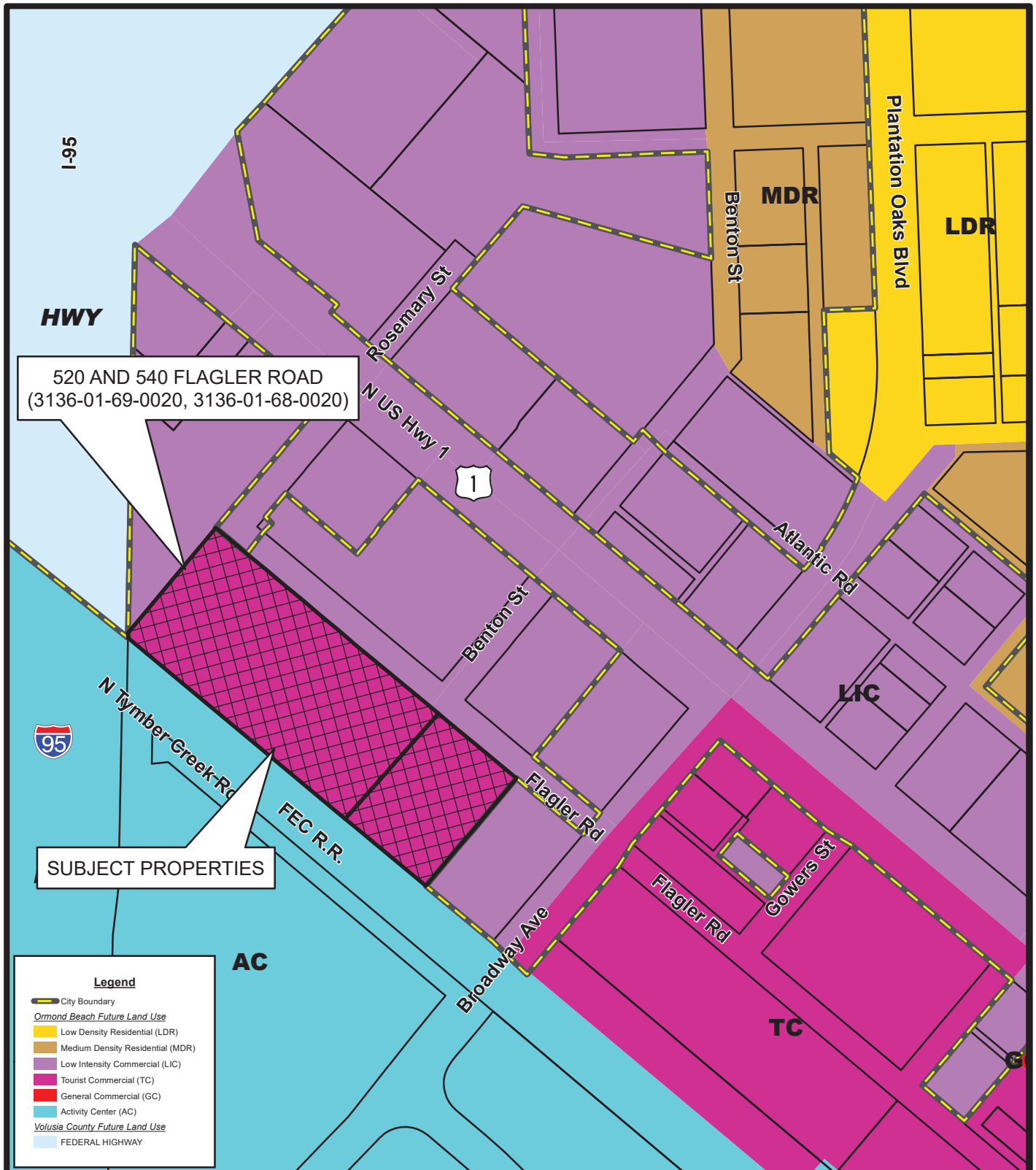




LOCATION MAP
520 AND 540 FLAGLER ROAD
(3136-01-69-0020, 3136-01-68-0020)

Prepared By: The City of Ormond Beach
 G.I.S. Department - August 19, 2022





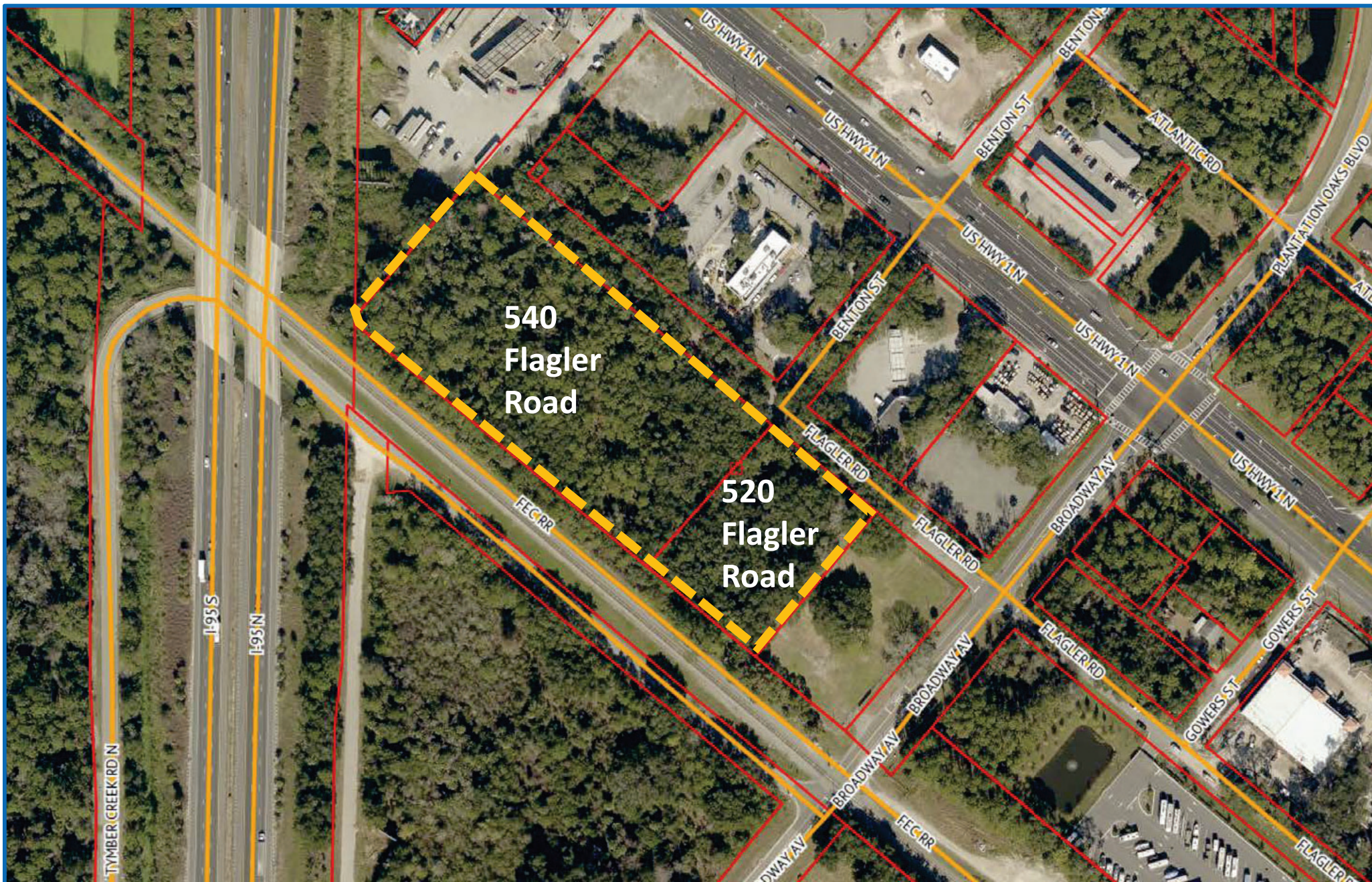
FUTURE LAND USE MAP
520 AND 540 FLAGLER ROAD
(3136-01-69-0020, 3136-01-68-0020)

Prepared By: The City of Ormond Beach
G.I.S. Department - August 19, 2022

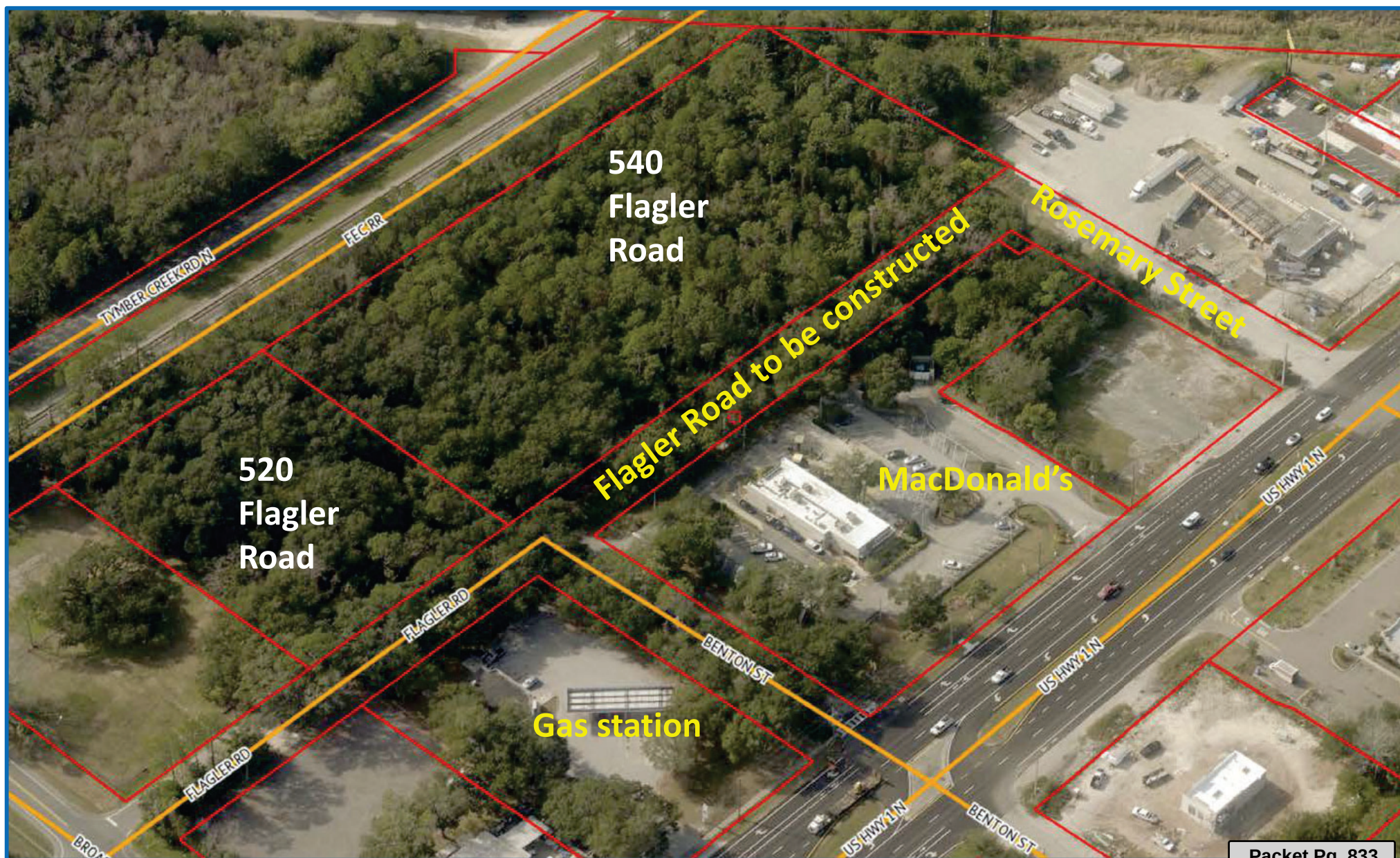


N.T.S.

Aerial of North Interchange PBD, 520 and 540 Flagler Road



Aerial of North Interchange PBD, 520 and 540 Flagler Road

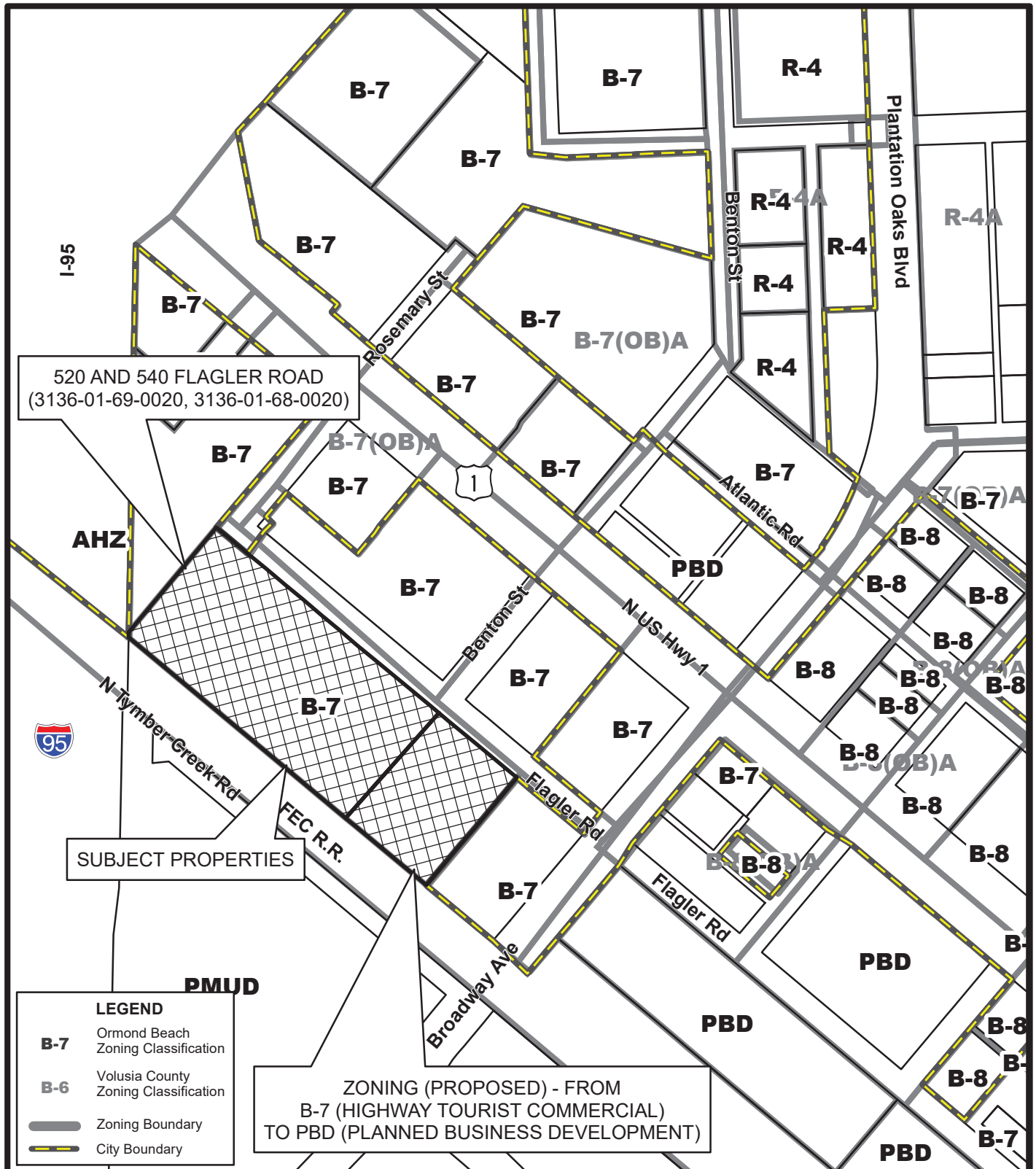


Aerial of North Interchange PBD and I-95



ATTACHMENT 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: November 1, 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:

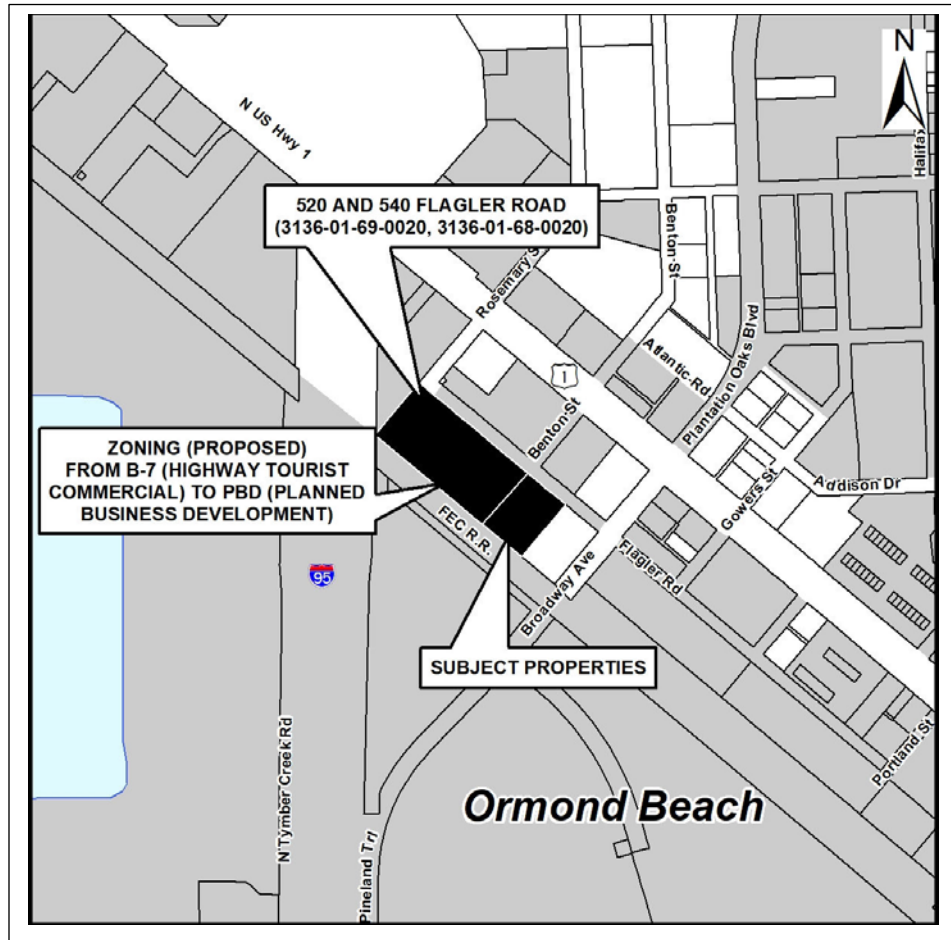
COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 16, BLOCK 68, NATIONAL GARDENS SUBDIVISION AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253, INCLUSIVE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE, FLAGLER ROAD, A 60 FOOT RIGHT OF WAY AS NOW LAID 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.

INDEX OF SHEETS	
DWG. NO.	DESCRIPTION
1	COVER
2	BOUNDARY AND TOPOGRAPHIC SURVEY
3	DEVELOPMENT INFORMATION
4	DEMOLITION, TREE REMOVAL, AND SWAMP PLAN
5	SWAMP DETAILS AND NOTES
6	SITE LAYOUT PLAN
7	DRAINAGE PLAN
7.1	SIDEWALK/FWYDE 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	UTILITY DETAILS AND NOTES
16	UTILITY 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

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

PROJECT TEAM

PROPERTY OWNER	BO BO HOLDINGS LLC
APPLICANT:	PO BOX 500 LAKE CHARLES, LA 70601 PHONE: (337) 511-4148 FAX: (337) 511-4149 EMAIL: TACHTAT@VERIZON.COM
ENGINEER	NEMECIK ENGINEERING, INC.
PROJECT MANAGER	125 NORTH HIGHWAY 1, SUITE 3 LAKE CHARLES, LA 70601 PHONE: (337) 274-7344 FAX: (337) 274-7345 EMAIL: HARRY@NEMECIKENGINEERING.COM
ARCHITECT:	
ARCHITECT:	SUNSHINE ENGINEERING, LLC 4111 DODGE LANE LAKE CHARLES, LA 70601 PHONE: (337) 511-2714 FAX: (337) 511-2715 EMAIL: SUNSHINE@SUNSHINE-LLC.COM ALISA@SUNSHINE-LLC.COM
SURVEYOR:	554 S. SHREVE BLVD. LAKE CHARLES, LA 70601 DARTMOUTH BLVD. #1, SUITE 107 LAKE CHARLES, LA 70601 PHONE: (337) 511-2714 FAX: (337) 511-2715 EMAIL: ALISA@SUNSHINE-LLC.COM
ENVIRONMENTAL:	ECOLOGICAL CONSULTING SOLUTIONS, INC. 1000 N. HIGHWAY 100, SUITE 150 LAKE CHARLES, LA 70601 PHONE: (337) 511-2744 FAX: (337) 511-2745 EMAIL: BOB@ECS-LLC.COM
GEOTECHNICAL:	UNIVERSAL ENGINEERING SERVICES 1000 N. HIGHWAY 100, SUITE 150 LAKE CHARLES, LA 70601 PHONE: (337) 511-2744 FAX: (337) 511-2745 EMAIL: BOB@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) 676-3250
WASTEWATER - CITY OF ORMOND BEACH PUBLIC WORKS (386) 676-3229
GAS - FICO PEOPLES GAS - (386) 672-3232
ELECTRIC - FLORIDA POWER & LIGHT (386) 237-3502
TELEPHONE CABLE - AT&T (386) 254-8539



NEWKIRK
ENGINEERING INC.

THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY
HARRY NEWBARK, PE #12971 ON

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

A circular professional engineer seal for the State of Florida. The outer ring contains the text "HARRY NEWKIRK" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. The inner circle contains the text "NO. 62971" at the top, "STATE OF FLORIDA" at the bottom, and a five-pointed star in the center.

PROJECT STATEMENT

PROPOSE TWO (2) 11,969 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 ORLAND BEACH DEVELOPMENT ORDER	PZ-22-078
FDEP 142 SELF-CERTIFICATION (STORMWATER)	04/26/2001EG
FDEP 1402	
VOLUSTA COUNTY HEALTH DEPARTMENT (WATER)	
VOLUSTA 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.

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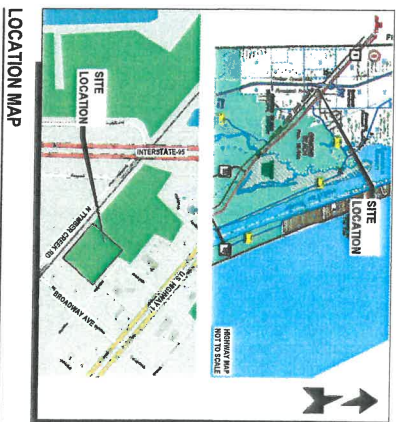
AERIAL MAP

SCALE: 1" = 250'



LOCATION MAP

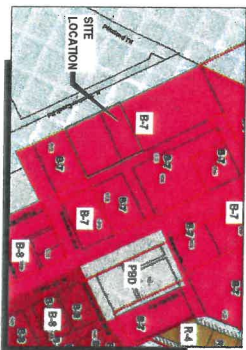
SCALE: 1" = 400'



FLOOD ZONE MAP
SCALE: 1" = 800'



ZONING MAP



SOILS MAP





[illegible][illegible][illegible]

JAMES H. NEWMAN, P.E.
 PROJECT NO.: 2022-05-017
 DATE: JUNE 2022
 DESIGN BY: JHN
 DRAWN BY: NMS
 CHECKED BY: NMS
 SCALE: AS SHOWN
 DRAWING NUMBER: 3

THE NEW KIRK GROUP, INC.
 14000 W. 25TH AVENUE, SUITE 100
 BOCA RATON, FL 33433
 (561) 995-1000
 WWW.NEWMARKETPLACE.COM

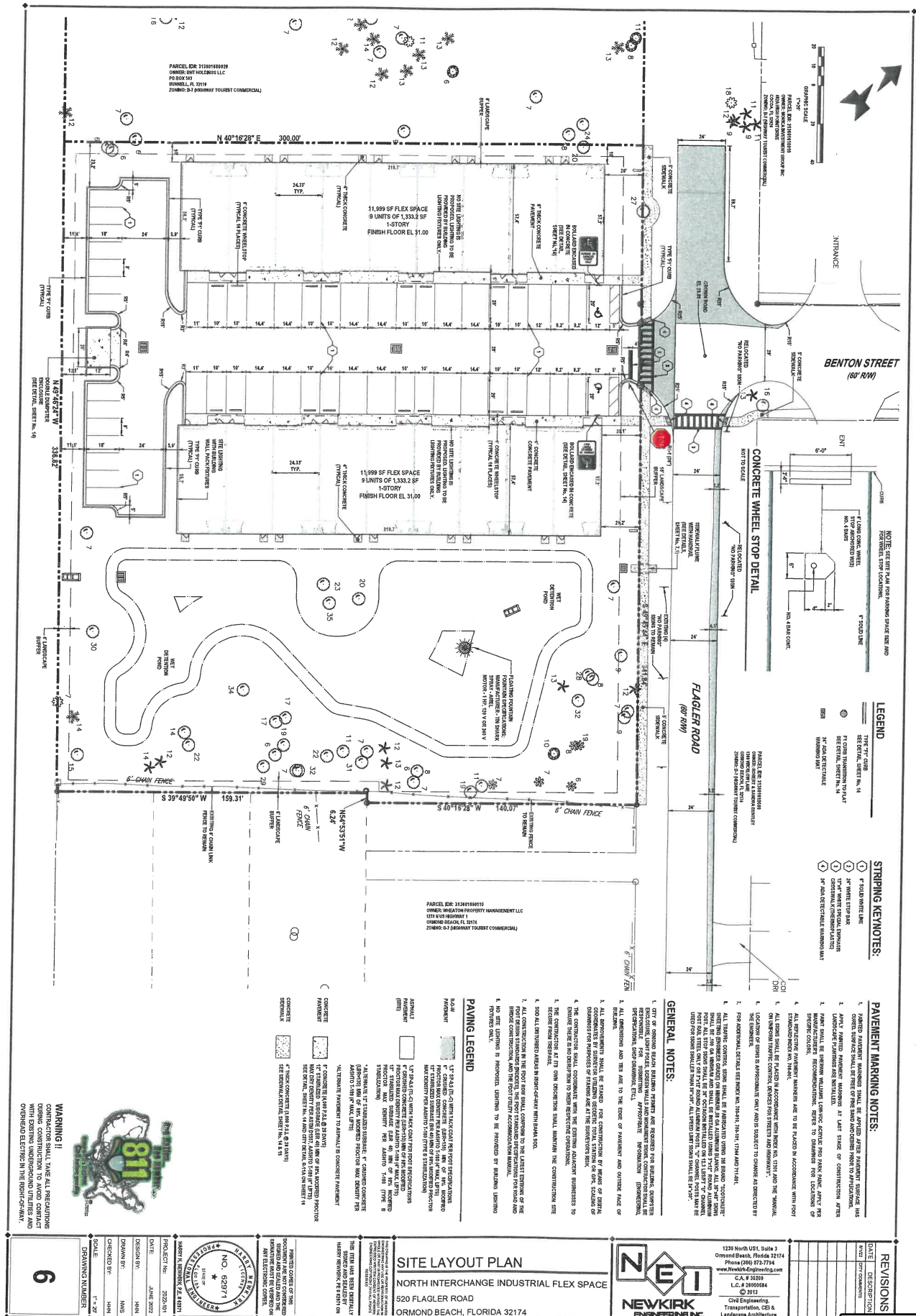
**PLANTING CONCEPT FOR THE
 520 FLAGLER ROAD
 NORTH INTERCHANGE INDUSTRIAL FLEX SPACE
 520 FLAGLER ROAD
 ORMOND BEACH, FLORIDA 32137**

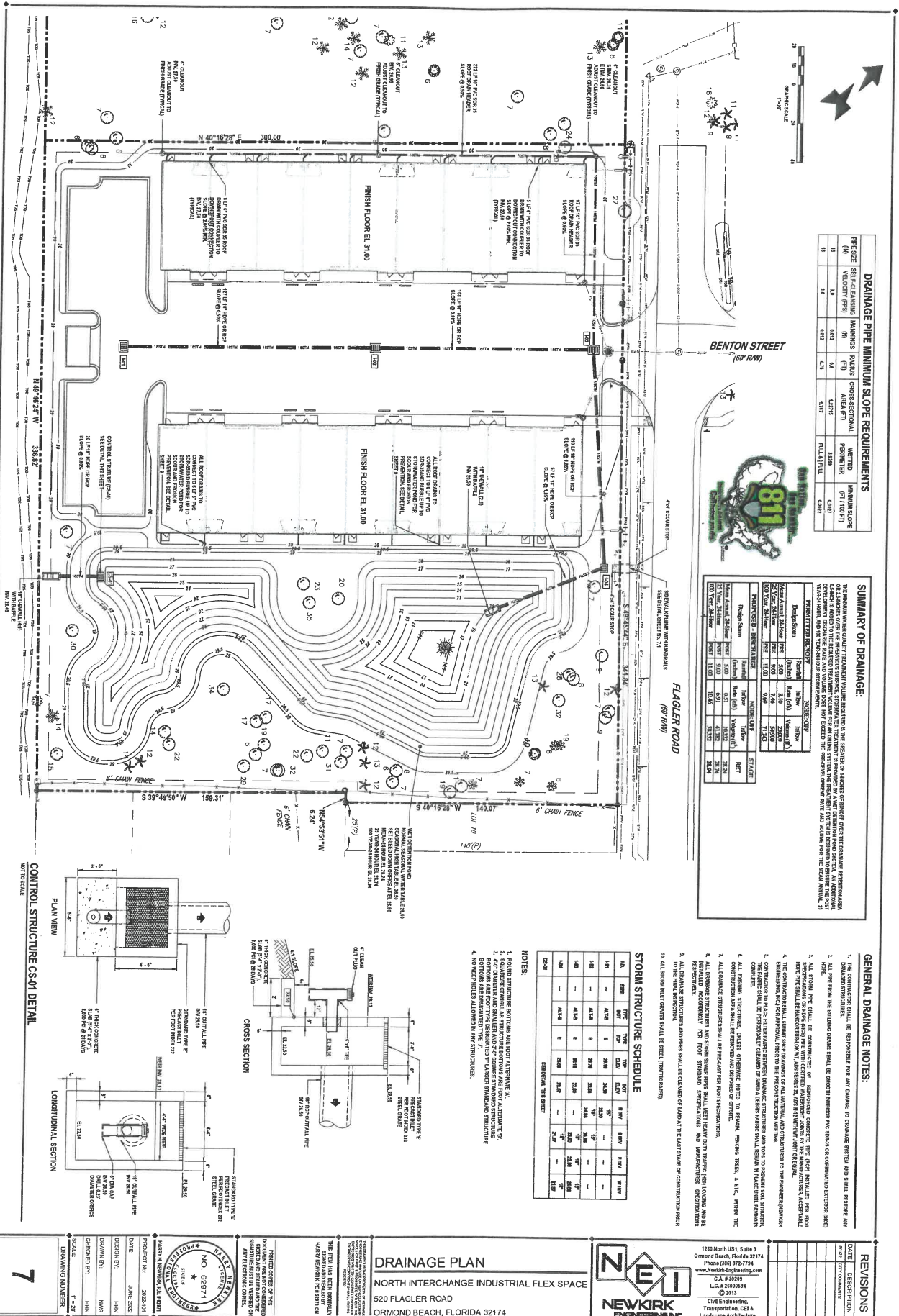
NEW KIRK

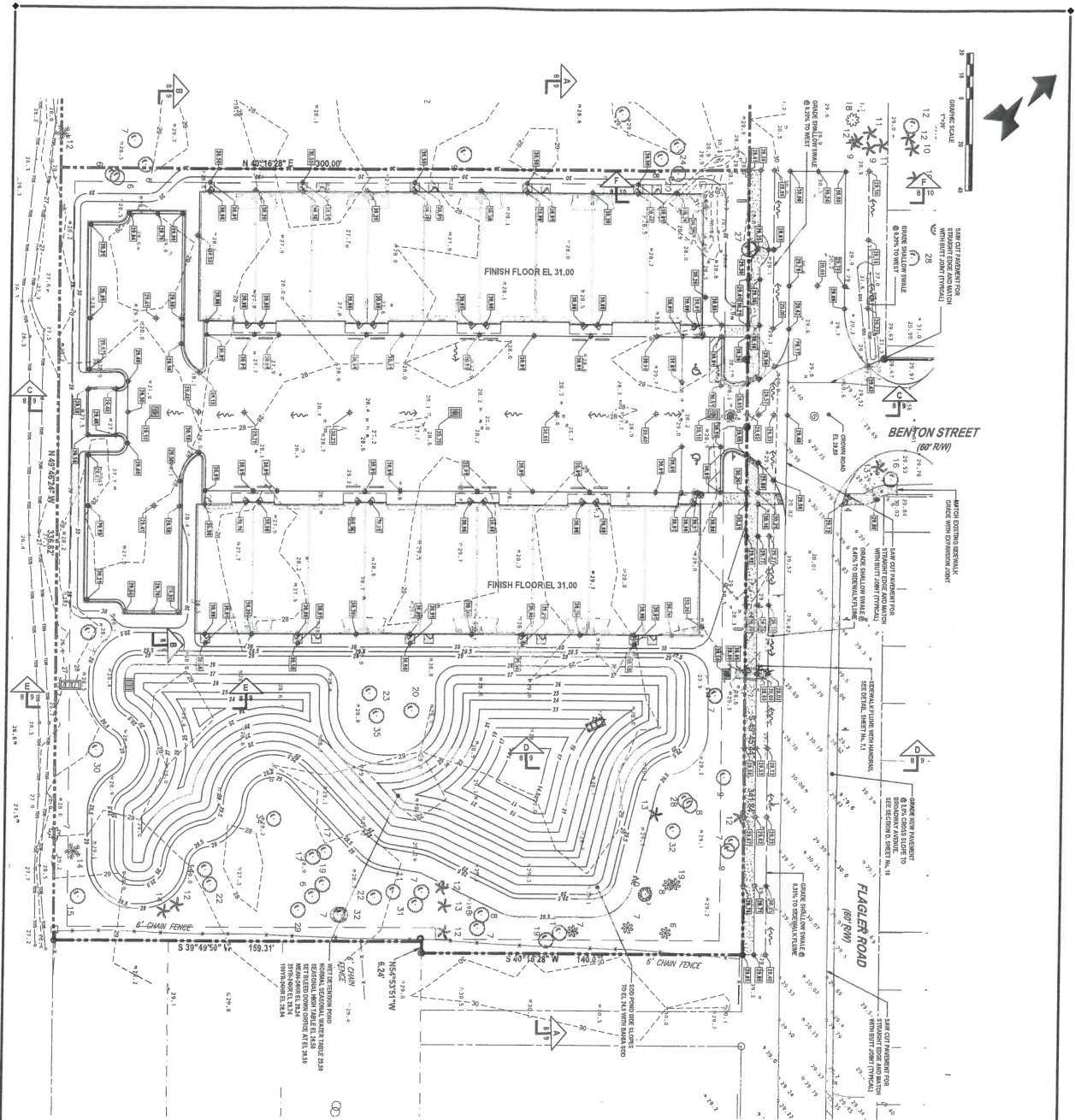
1230 North US1, Suite 3
 Ormond Beach, Florida 32134
 Phone (386) 872-7794
www.NewKirk-Engineering.com

C.A. # 20209
 L.C. # 2009584
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Civil Engineering,
 Transportation, CEI &







GENERAL GRADING NOTES:

1. CROSS SLOPES OR ADJACENT PAVING SLOPES AND ACCESS AREAS SHALL NOT EXCEED 1:4 IN ACCORDANCE WITH SECTION 924 OF FDOT.
2. THE MAXIMUM ELEVATION GRADE AT THE ENTRANCE DRIVEWAY NOT EXCEED 10 IN.
3. ALL EXISTING LANDSCAPE SHALL HAVE SLOPES NO GREATER THAN 10 INCHES 1 FOOT IN.
4. ALL EXISTING SLOPES SHALL HAVE A MINIMUM COVER OF 10 IN.
5. ALL EXISTING SLOPES SHALL HAVE A MINIMUM COVER OF 10 IN.
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10. ALL EXISTING SLOPES SHALL HAVE A MINIMUM COVER OF 10 IN.

GENERAL EARTHWORK NOTES:

1. FILL SHALL BE COMPACTED TO 95% RELATIVE DENSITY.
2. FILL SHALL BE COMPACTED TO 95% RELATIVE DENSITY.
3. FILL SHALL BE COMPACTED TO 95% RELATIVE DENSITY.
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9. FILL SHALL BE COMPACTED TO 95% RELATIVE DENSITY.
10. FILL SHALL BE COMPACTED TO 95% RELATIVE DENSITY.

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 FOLLOWING BENCHMARKS
AND SHALL BE USED TO DETERMINE THE ELEVATION
OF ALL POINTS IN THE PROJECT.



WARNING!!
ALL UTILITIES ARE LOCATED
DURING CONSTRUCTION TO AVOID
UNDERGROUND UTILITIES AND
OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

8		REVISIONS <table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	DESCRIPTION							GRADING PLAN NORTH INTERCHANGE INDUSTRIAL FLEX SPACE 520 FLAGLER ROAD ORMOND BEACH, FLORIDA 32174	NEI NEWKIRK ENGINEERING INC. 1236 North US1, Suite 3 Ormond Beach, Florida 32174 Phone (386) 872-7774 Fax (386) 872-7775 C.A. # 30209 L.C. # 50009584 Civil Engineering Transportation, CEI & Landscape Architecture
DATE	DESCRIPTION											







PROTECTIVE MITIGATION	
1 NUMBER OF PROTECTED TREES TO BE REMOVED DUE TO INTERFERING CONSTRUCTION	34 trees
2 REIMBURSEMENT OF PROTECTED TREES TO BE REMOVED DUE TO OTHER CONSTRUCTION	11 trees
3 PRESERVE THE TREE CENSITY AROUND PROTECTED TREES BY PLANTING ADDITIONAL TREES	
4 OTHER NUMBER OF TREES REMOVED IN ALLEYS	7 trees
5 OTHER NUMBER OF TREES REMOVED IN ALLEYS	11 trees
6 OTHER NUMBER OF TREES REMOVED IN ALLEYS	18 trees
4 th COLUMN = TREE CENSITY x 10 + 10 th COLUMN TREES	

TOTAL SPECIMEN TREES	50
SITE AREA (AC)	2.36
SPECIMEN TREES PER ACRE	21.1
PRESERVED TREES REQUIRED (A/AC)	9
SPECIMEN TREES PRESERVED	20

TOTAL	2016A	2016B	2016C	2016D	2016E	2016F	2016G	2016H	2016I	2016J	2016K	2016L	2016M	2016N	2016O	2016P	2016Q	2016R	2016S	2016T	2016U	2016V	2016W	2016X	2016Y	2016Z	2016AA	2016AB	2016AC	2016AD	2016AE	2016AF	2016AG	2016AH	2016AI	2016AJ	2016AK	2016AL	2016AM	2016AN	2016AO	2016AP	2016AQ	2016AR	2016AS	2016AT	2016AU	2016AV	2016AW	2016AX	2016AY	2016AZ	2016BA	2016BB	2016BC	2016BD	2016BE	2016BF	2016BG	2016BH	2016BI	2016BJ	2016BK	2016BL	2016BM	2016BN	2016BO	2016BP	2016BQ	2016BR	2016BS	2016BT	2016BU	2016BV	2016BW	2016BX	2016BY	2016BZ	2016CA	2016CB	2016CC	2016CD	2016CE	2016CF	2016CG	2016CH	2016CI	2016CJ	2016CK	2016CL	2016CM	2016CN	2016CO	2016CP	2016CQ	2016CR	2016CS	2016CT	2016CU	2016CV	2016CW	2016CX	2016CY	2016CZ	2016DA	2016DB	2016DC	2016DD	2016DE	2016DF	2016DG	2016DH	2016DI	2016DJ	2016DK	2016DL	2016DM	2016DN	2016DO	2016DP	2016DQ	2016DR	2016DS	2016DT	2016DU	2016DV	2016DW	2016DX	2016DY	2016DZ	2016EA	2016EB	2016EC	2016ED	2016EE	2016EF	2016EG	2016EH	2016EI	2016EJ	2016EK	2016EL	2016EM	2016EN	2016EO	2016EP	2016EQ	2016ER	2016ES	2016ET	2016EU	2016EV	2016EW	2016EX	2016EY	2016EZ	2016FA	2016FB	2016FC	2016FD	2016FE	2016FF	2016FG	2016FH	2016FI	2016FJ	2016FK	2016FL	2016FM	2016FN	2016FO	2016FP	2016FQ	2016FR	2016FS	2016FT	2016FU	2016FV	2016FW	2016FX	2016FY	2016FZ	2016GA	2016GB	2016GC	2016GD	2016GE	2016GF	2016GG	2016GH	2016GI	2016GJ	2016GK	2016GL	2016GM	2016GN	2016GO	2016GP	2016GQ	2016GR	2016GS	2016GT	2016GU	2016GV	2016GW	2016GX	2016GY	2016GZ	2016HA	2016HB	2016HC	2016HD	2016HE	2016HF	2016HG	2016HH	2016HI	2016HJ	2016HK	2016HL	2016HM	2016HN	2016HO	2016HP	2016HQ	2016HR	2016HS	2016HT	2016HU	2016HV	2016HW	2016HX	2016HY	2016HZ	2016IA	2016IB	2016IC	2016ID	2016IE	2016IF	2016IG	2016IH	2016II	2016IJ	2016IK	2016IL	2016IM	2016IN	2016IO	2016IP	2016IQ	2016IR	2016IS	2016IT	2016IU	2016IV	2016IW	2016IX	2016IY	2016IZ	2016JA	2016JB	2016JC	2016JD	2016JE	2016JF	2016JG	2016JH	2016JI	2016JJ	2016JK	2016JL	2016JM	2016JN	2016JO	2016JP	2016JQ	2016JR	2016JS	2016JT	2016JU	2016JV	2016JW	2016JX	2016JY	2016JZ	2016KA	2016KB	2016KC	2016KD	2016KE	2016KF	2016KG	2016KH	2016KI	2016KJ	2016KL	2016KM	2016KN	2016KO	2016KP	2016KQ	2016KR	2016KS	2016KT	2016KU	2016KV	2016KW	2016KX	2016KY	2016KZ	2016LA	2016LB	2016LC	2016LD	2016LE	2016LF	2016LG	2016LH	2016LI	2016LJ	2016LK	2016LL	2016LM	2016LN	2016LO	2016LP	2016LQ	2016LR	2016LS	2016LT	2016LU	2016LV	2016LW	2016LX	2016LY	2016LZ	2016MA	2016MB	2016MC	2016MD	2016ME	2016MF	2016MG	2016MH	2016MI	2016MJ	2016MK	2016ML	2016MM	2016MN	2016MO	2016MP	2016MQ	2016MR	2016MS	2016MT	2016MU	2016MV	2016MW	2016MX	2016MY	2016MZ	2016NA	2016NB	2016NC	2016ND	2016NE	2016NF	2016NG	2016NH	2016NI	2016NJ	2016NK	2016NL	2016NM	2016NN	2016NO	2016NP	2016NQ	2016NR	2016NS	2016NT	2016NU	2016NV	2016NW	2016NX	2016NY	2016NZ	2016OA	2016OB	2016OC	2016OD	2016OE	2016OF	2016OG	2016OH	2016OI	2016OJ	2016OK	2016OL	2016OM	2016ON	2016OO	2016OP	2016OQ	2016OR	2016OS	2016OT	2016OU	2016OV	2016OW	2016OX	2016OY	2016OZ	2016PA	2016PB	2016PC	2016PD	2016PE	2016PF	2016PG	2016PH	2016PI	2016PJ	2016PK	2016PL	2016PM	2016PN	2016PO	2016PP	2016PQ	2016PR	2016PS	2016PT	2016PU	2016PV	2016PW	2016PX	2016PY	2016PZ	2016QA	2016QB	2016QC	2016QD	2016QE	2016QF	2016QG	2016QH	2016QI	2016QJ	2016QK	2016QL	2016QM	2016QN	2016QO	2016QP	2016QQ	2016QR	2016QS	2016QT	2016QU	2016QV	2016QW	2016QX	2016QY	2016QZ	2016RA	2016RB	2016RC	2016RD	2016RE	2016RF	2016RG	2016RH	2016RI	2016RJ	2016RK	2016RL	2016RM	2016RN	2016RO	2016RP	2016RQ	2016RR	2016RS	2016RT	2016RU	2016RV	2016RW	2016RX	2016RY	2016RZ	2016SA	2016SB	2016SC	2016SD	2016SE	2016SF	2016SG	2016SH	2016SI	2016SJ	2016SK	2016SL	2016SM	2016SN	2016SO	2016SP	2016SQ	2016SR	2016SS	2016ST	2016SU	2016SV	2016SW	2016SX	2016SY	2016SZ	2016TA	2016TB	2016TC	2016TD	2016TE	2016TF	2016TG	2016TH	2016TI	2016TJ	2016TK	2016TL	2016TM	2016TN	2016TO	2016TP	2016TQ	2016TR	2016TS	2016TT	2016TU	2016TV	2016TW	2016TX	2016TY	2016TZ	2016UA	2016UB	2016UC	2016UD	2016UE	2016UF	2016UG	2016UH	2016UI	2016UJ	2016UK	2016UL	2016UM	2016UN	2016UO	2016UP	2016UQ	2016UR	2016US	2016UT	2016UU	2016UV	2016UW	2016UX	2016UY	2016UZ	2016VA	2016VB	2016VC	2016VD	2016VE	2016VF	2016VG	2016VH	2016VI	2016VJ	2016VK	2016VL	2016VM	2016VN	2016VO	2016VP	2016VQ	2016VR	2016VS	2016VT	2016VU	2016VV	2016VW	2016VX	2016VY	2016VZ	2016WA	2016WB	2016WC	2016WD	2016WE	2016WF	2016WG	2016WH	2016WI	2016WJ	2016WK	2016WL	2016WM	2016WN	2016WO	2016WP	2016WQ	2016WR	2016WS	2016WT	2016WU	2016WV	2016WW	2016WX	2016WY	2016WZ	2016XA	2016XB	2016XC	2016XD	2016XE	2016XF	2016XG	2016XH	2016XI	2016XJ	2016XK	2016XL	2016XM	2016XN	2016XO	2016XP	2016XQ	2016XR	2016XS	2016XT	2016XU	2016XV	2016XW	2016XZ	2016YA	2016YB	2016YC	2016YD	2016YE	2016YF	2016YG	2016YH	2016YI	2016YJ	2016YK	2016YL	2016YM	2016YN	2016YO	2016YP	2016YQ	2016YR	2016YS	2016YT	2016YU	2016YV	2016YW	2016YZ	2016ZA	2016ZB	2016ZC	2016ZD	2016ZE	2016ZF	2016ZG	2016ZH	2016ZI	2016ZJ	2016ZK	2016ZL	2016ZM	2016ZN	2016ZO	2016ZP	2016ZQ	2016ZR	2016ZS	2016ZT	2016ZU	2016ZV	2016ZW	2016ZX	2016ZY	2016ZZ	2017A	2017B	2017C	2017D	2017E	2017F	2017G	2017H	2017I	2017J	2017K	2017L	2017M	2017N	2017O	2017P	2017Q	2017R	2017S	2017T	2017U	2017V	2017W	201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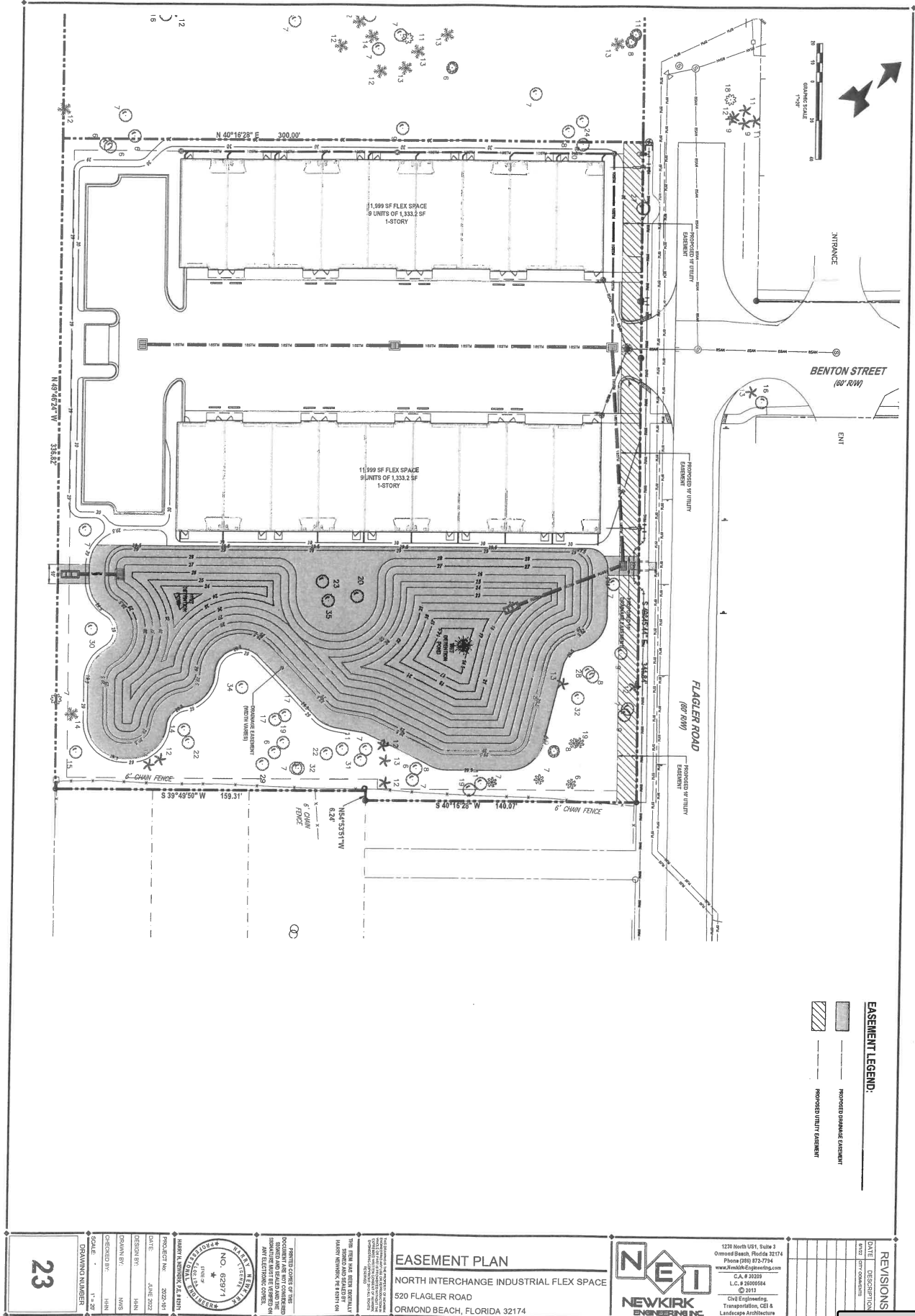
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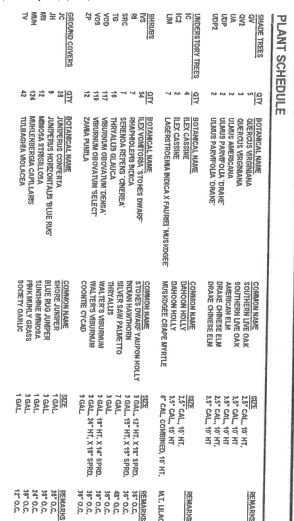
TREE PROTECTION PLAN
NORTH INTERCHANGE INDUSTRIAL FLEX SPACE
520 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174



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REVISIONS	
DATE	DESCRIPTION
4/17/21	QTY COMMENTS
4/17/21	QTY COMMENTS



[illegible]

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LANDSCAPE PLAN
NORTH INTERCHANGE INDUSTRIAL
FLEX SPACE
520 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174



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TYPE AREA	NO. OF AREAS	PERCENT
BASED ON CITY AREA (1)	102	76.7
LANDSCAPE AREA	68	51.5
BASED ON LANDSCAPE AREA (1,000 SQ)	1	0.8
DESIGNING PROTECTED TREES TO REMAIN	33	25.0
DESIGNING SPECIFIC TREES TO REMAIN	2	1.5
DESIGNING PLANTS TO REMAIN (21)	18	13.7
DESIGNING TREES BETWEEN 2' - 5.97'	2	1.5
TREES PROPOSED 1.5' CALIPER TREES (1)	18	13.7
TREES PROPOSED 1.5' CALIPER TREES (1)	18	13.7
TOTAL TREES PROPOSED	119	90.2
NOTES: TREES BETWEEN 2' - 5.97' IN THE TREE PROTECTION AREA MAY NOT BE CUT DOWN AND WILL SERVE AS THE REMINDER OF THE REMOVED PROTECTED TREES.		

ON-SITE TREE LEGEND

ASH TREE	
CEDAR TREE	
HACKBERRY TREE	
OAK TREE	
PALM TREE	
PINE TREE	

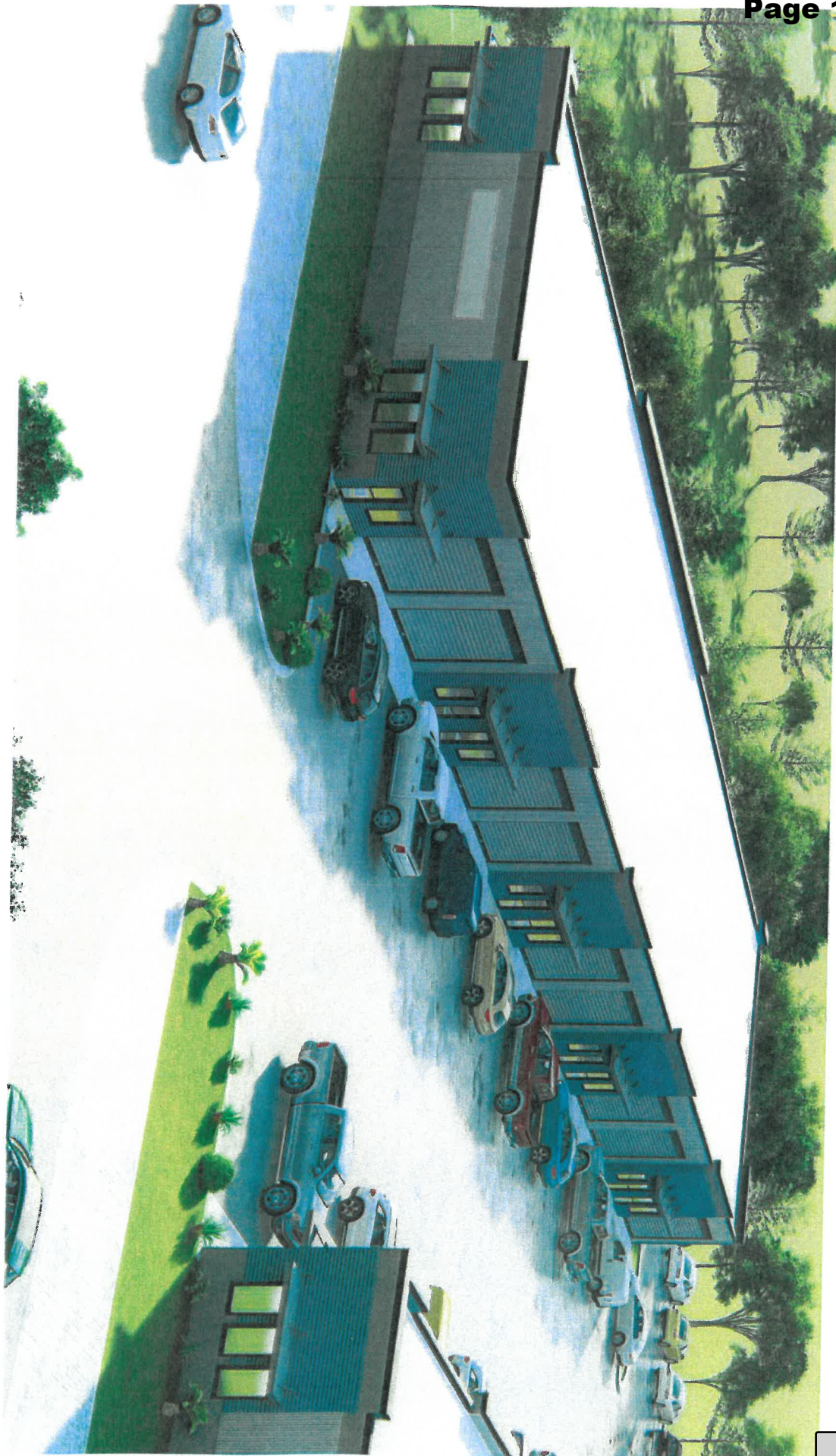
LEGEND

ST. AUGUSTINE SOD

BAMA SOD

THESE PRESERVATION ARE

SCALE: 1" = 20'







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 I (SEEN) WHERE APPLICABLE.

[illegible][illegible]

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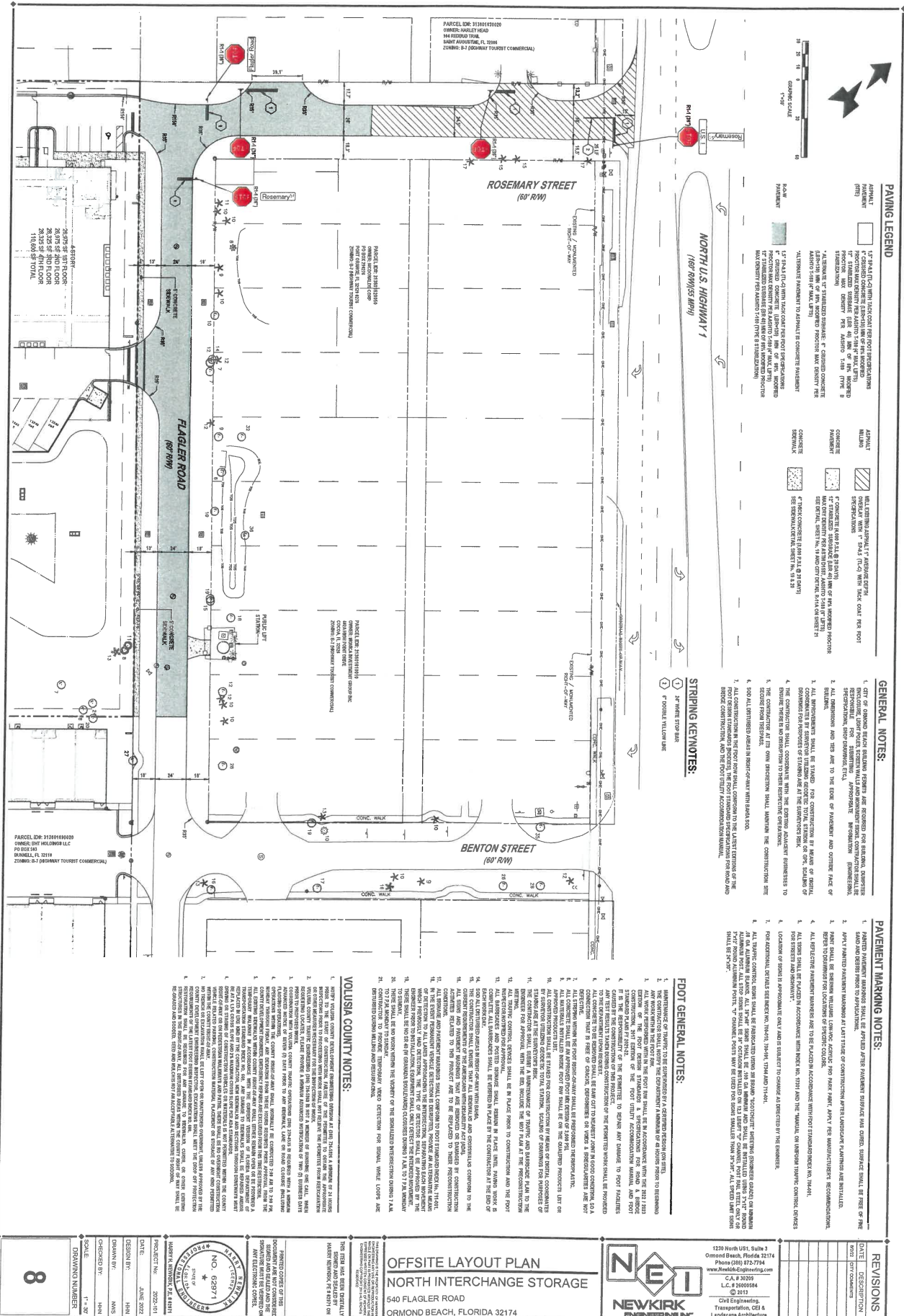
Civil Engineering,
Transportation, CEI
Independent Architectural

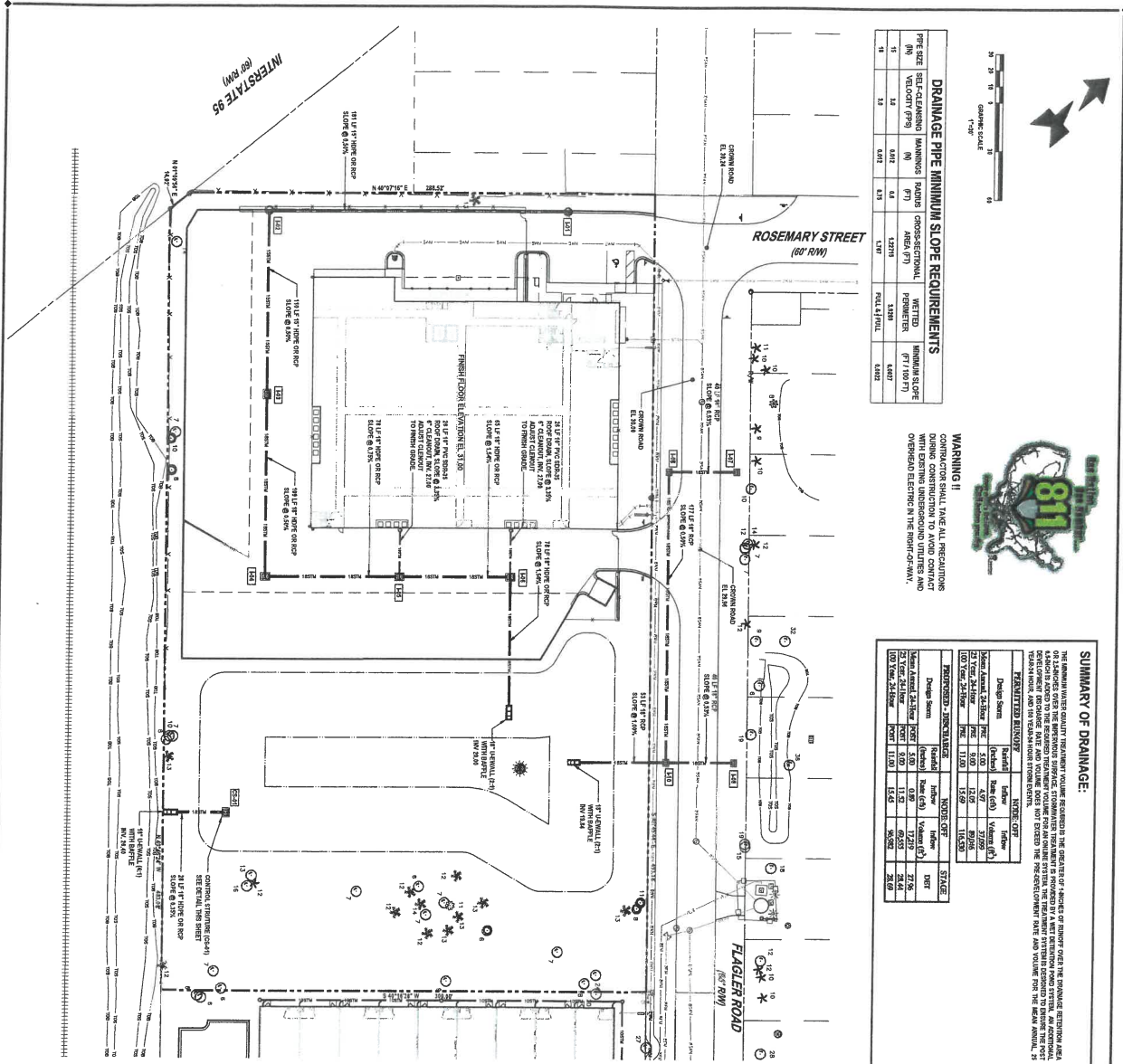
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DRAINAGE PIPE MINIMUM SLOPE REQUIREMENTS					
PIPE SIZE (in)	SELF-CLEANING VELOCITY (FPS)	MINIMUMS (in)	RADIUS (FT)	CROSS-SECTIONAL AREA (FT ²)	WETTED PERIMETER (FT/100 FT)
15	3.0	0.012	0.6	1.22719	3.209
18	3.0	0.011	0.75	1.767	3.627
					FOUL & FULL
					0.0022

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 LINDEN VALLEY TREATMENT VOLUME REQUIRED IS THE GREATER OF 44 MGDS OR 40 MGDF OVER THE DRAINAGE RETENTION AREA OF 22,000 ACRES. THE TREATMENT VOLUME REQUIRED TO TREAT THE TOWN OF LINDEN VALLEY IS 44 MGDS. A NEW TREATMENT FLOOD SYSTEM, AN ADDITIONAL 44 MGDS, IS ADDED TO THE REQUIRED TREATMENT VOLUME FOR AN ONLINE SYSTEM. THE TOTAL TREATMENT VOLUME REQUIRED TO TREAT THE TOWN OF LINDEN VALLEY IS 88 MGDS. THE REQUIRED DEVELOPMENT RATE AND VOLUME DOES NOT EXCEED THE PRE-DEVELOPMENT RATE AND VOLUME FOR THE DESIGN ANNUAL 25 YEAR FLOOD, AND 100 YEAR FLOOD STORM EVENTS.

[illegible]

GENERAL DRAINAGE NOTES

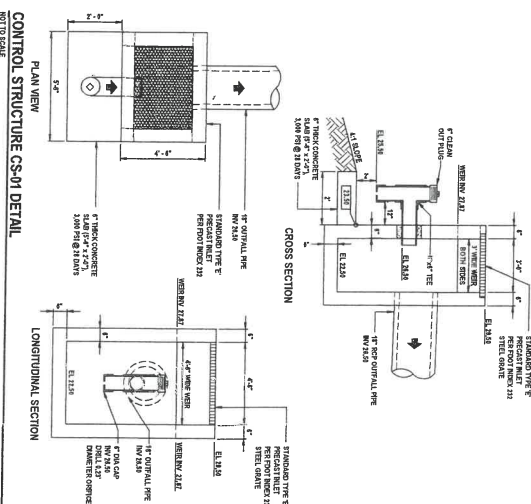
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NOTES

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 "V" LARGER STANDARD STRUCTURE BOTTOMS ARE DESIGNATED TYPE "J".
4. NO WEEP HOLES ALLOWED IN STRUCTURES.



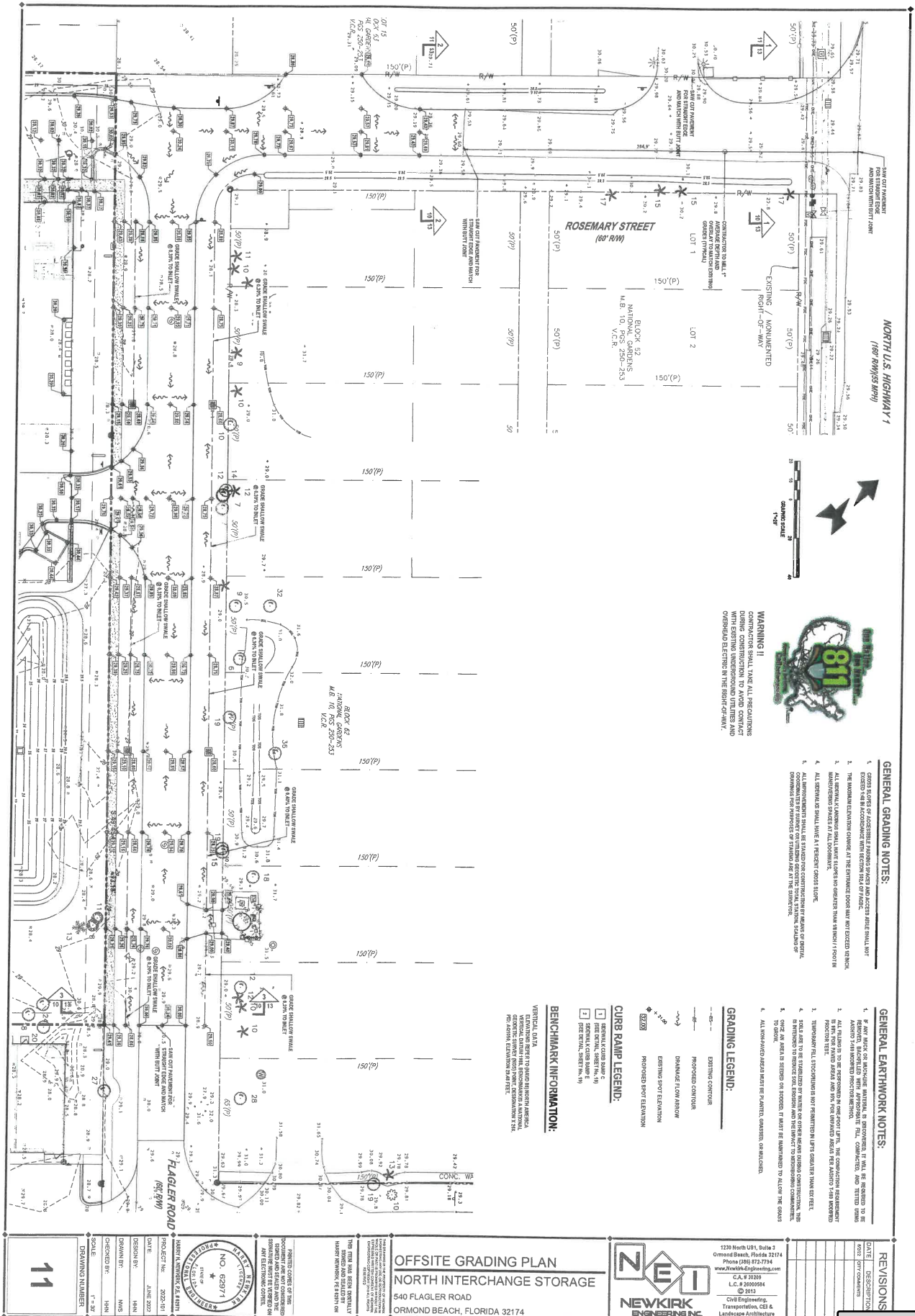
DRAINAGE PLAN
NORTH INTERCHANGE STORAGE
540 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

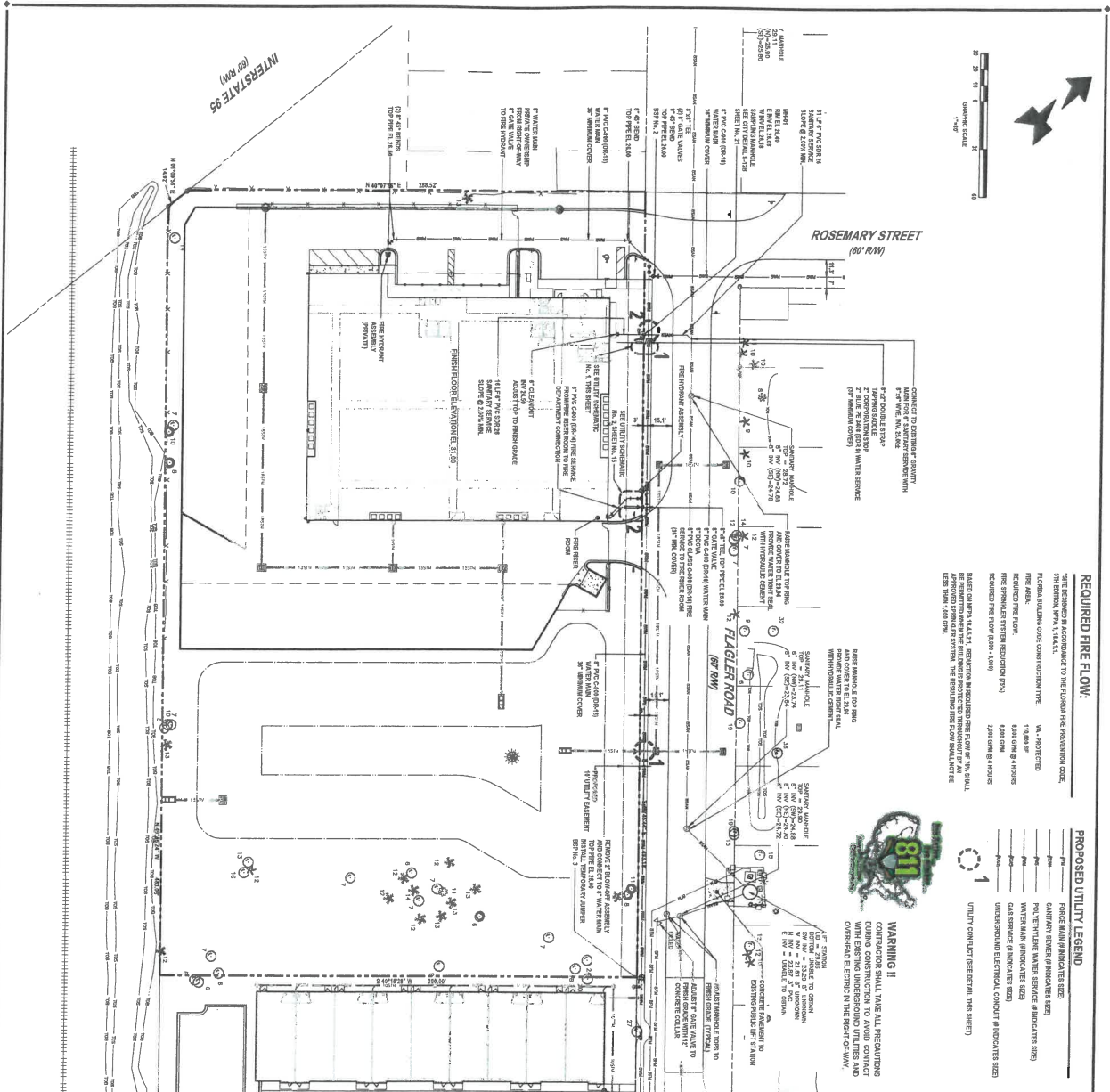


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L.C. # 26000584
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DATE	DESCRIPTION
	REVISIONS







REQUIRED FIRE FLOW:

THE RESULTS IN ACCORDANCE TO THE FLOOR RISE PREVENTION CODE, 3RD EDITION, APRIL 1, 1941.

FLOOR BUILDING CODE CONSTRUCTION TYPE:	VA - PROTECTED
PER YEAR:	1,640 sq
REQUIRED PER FLOW:	6,800 GPM @ 100 PSI
FIRE SPRINKLER SYSTEM PROTECTION (PSI)	1,000 PSI
REQUIRED PER FLOW (GPM, 4.00)	2,000 GPM @ 100 PSI

BASED ON FACTORS THAT, REDUCTION IN REQUIRED PER FLOW OF 1/4 IN. WAS APPLIED TO THE BUILDING IS PROTECTED THROUGHOUT BY 1/4 IN. THICKNESS OF STEEL. THE REQUIRED PER FLOW SHALL NOT BE LESS THAN 1,640 GPM.

PROPOSED UTILITY LEGEND

_____ **POLE**
 _____ **BATHING TOWER (INDICATES SIZE)**
 _____ **POLE**
 _____ **POLYETHYLENE WATERS SERVICE (INDICATES SIZE)**
 _____ **WATERS TOWER (INDICATES SIZE)**
 _____ **CAR SERVICE (INDICATES SIZE)**
 _____ **UNDERGROUND ELECTRICAL CONDUIT (INDICATES SIZE)**

UTILITY CONDUIT (SEE DETAIL THIS SHEET)

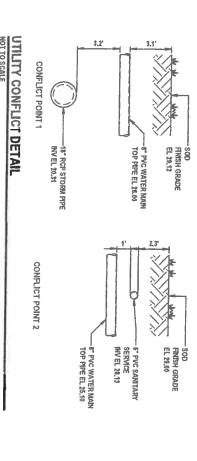
GENERAL WATER NOTES:

- [illegible]

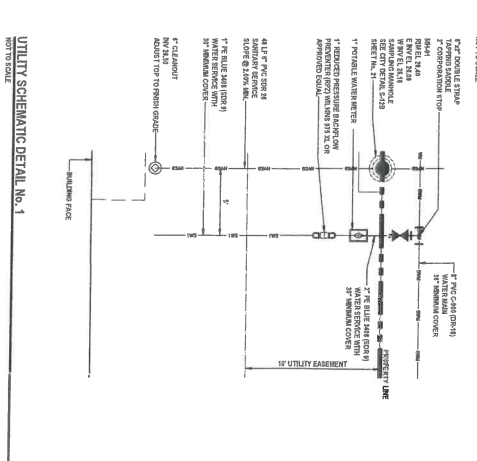
GENERAL SEWER NOTES:

- [illegible]

UTILITY CONFLICT DETAIL



CIRCUIT SCHEMATIC DETAIL No. 1
NOT TO SCALE



REVISIONS

[illegible]

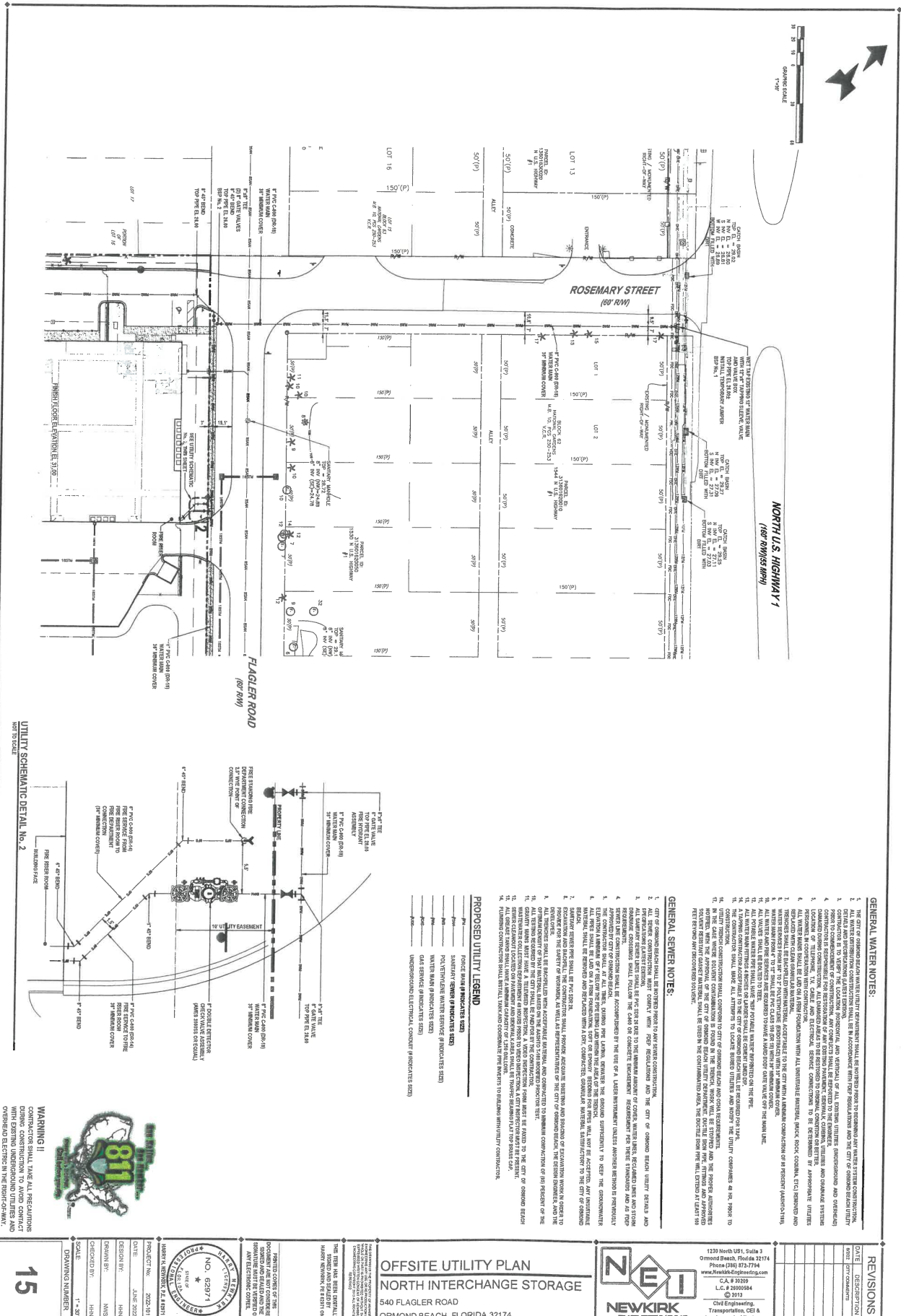
UTILITY PLAN
NORTH INTERCHANGE STORAGE
540 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

NEWKIRK

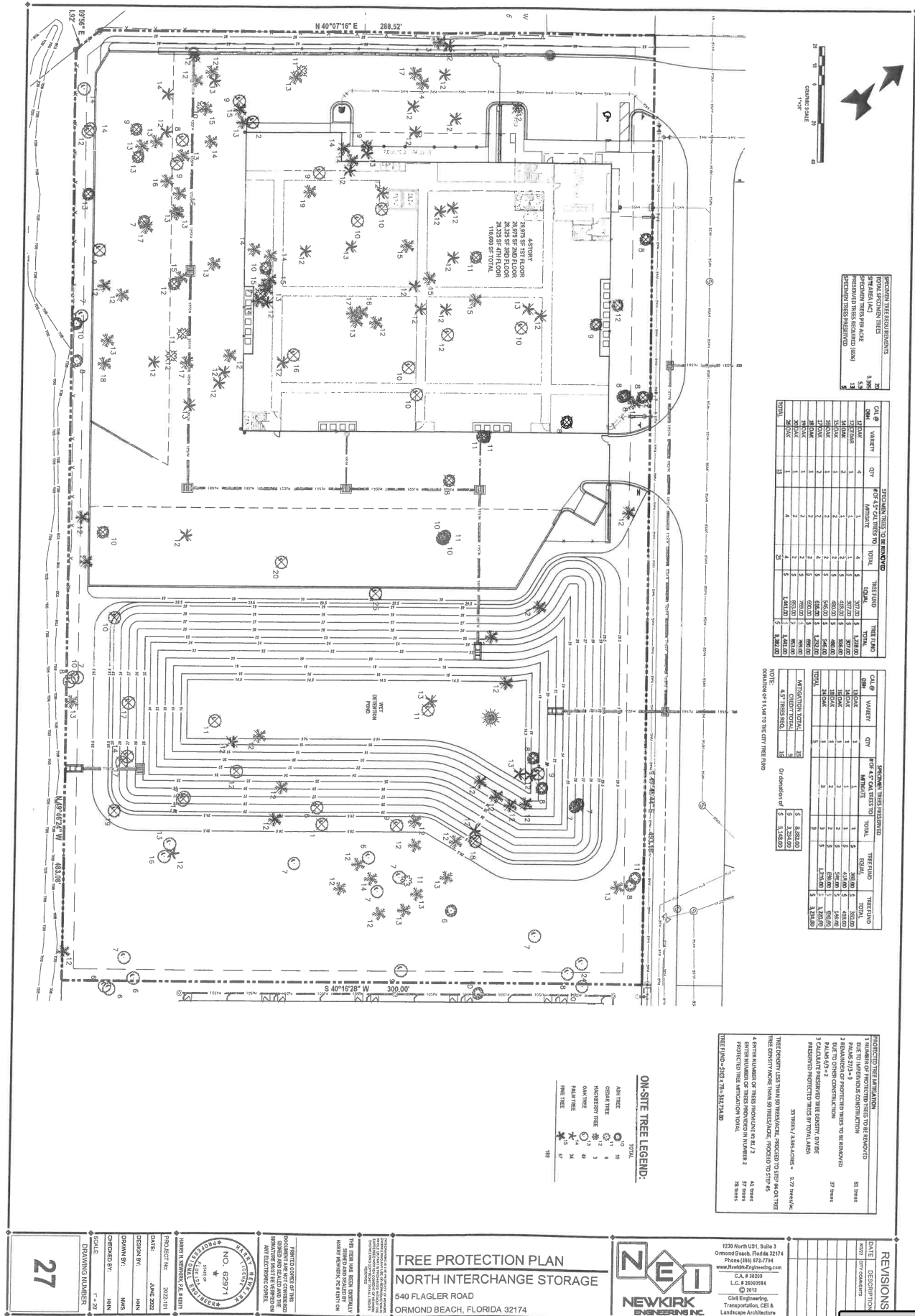
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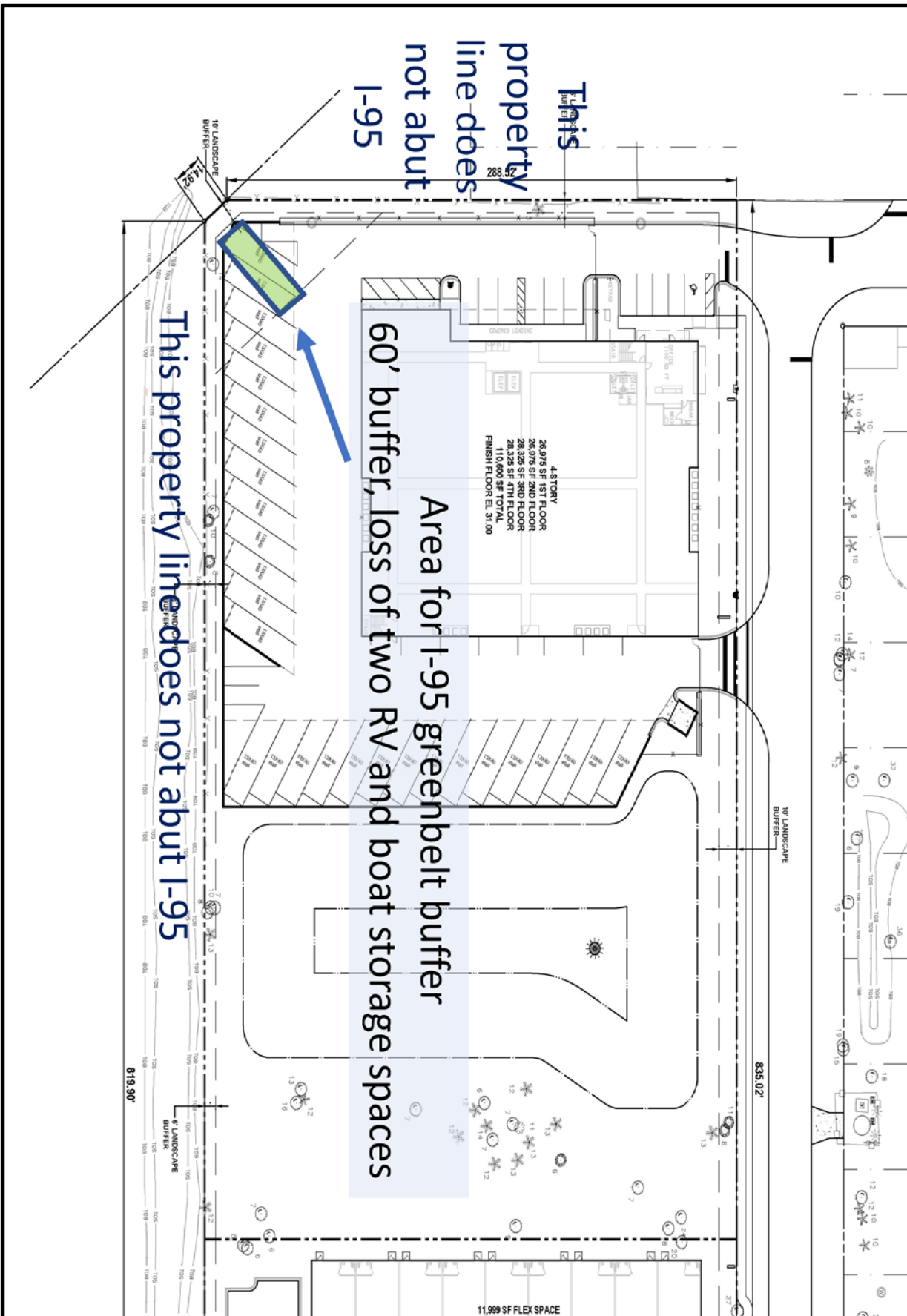




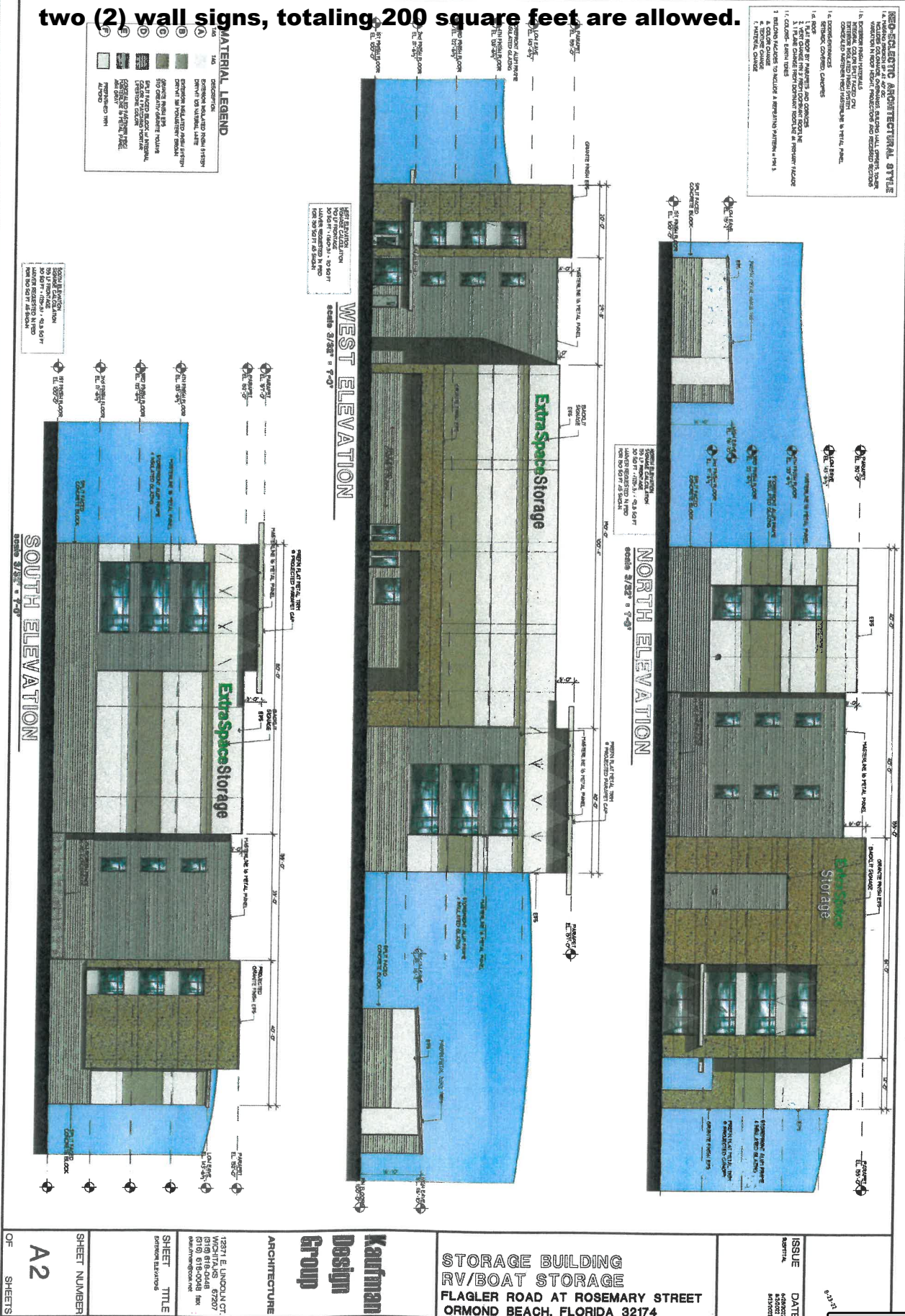


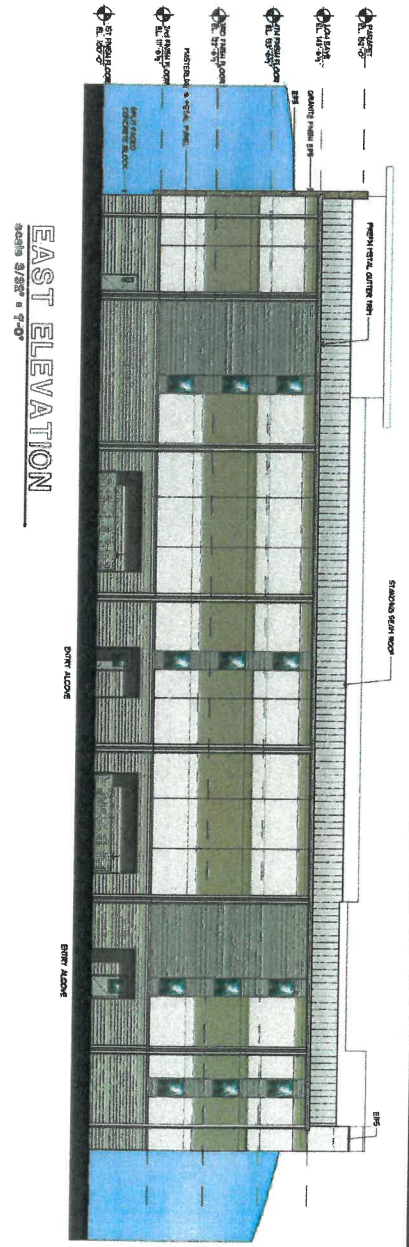


Greenbelt buffer option 2: 60' width – loss of two spaces

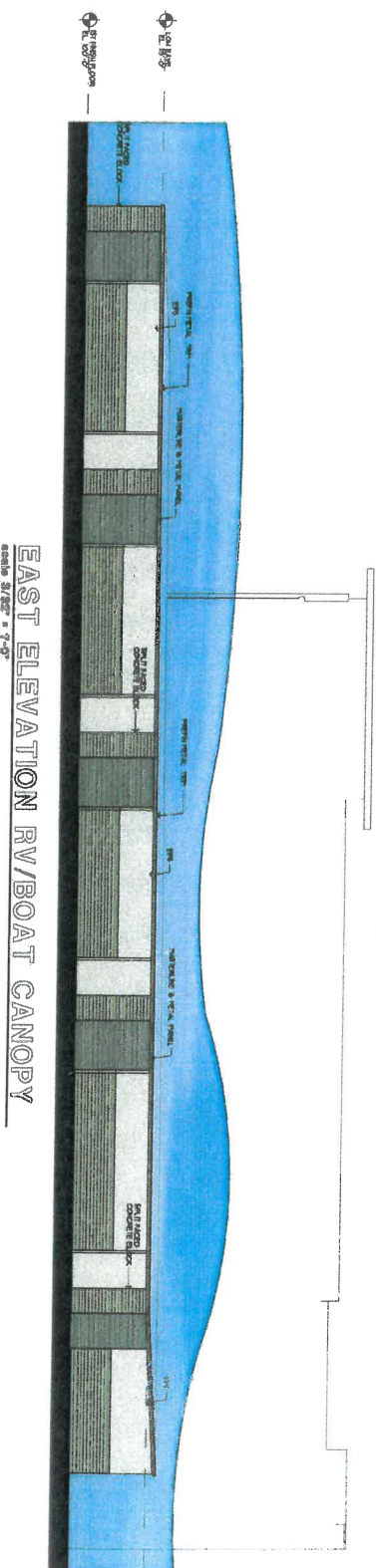
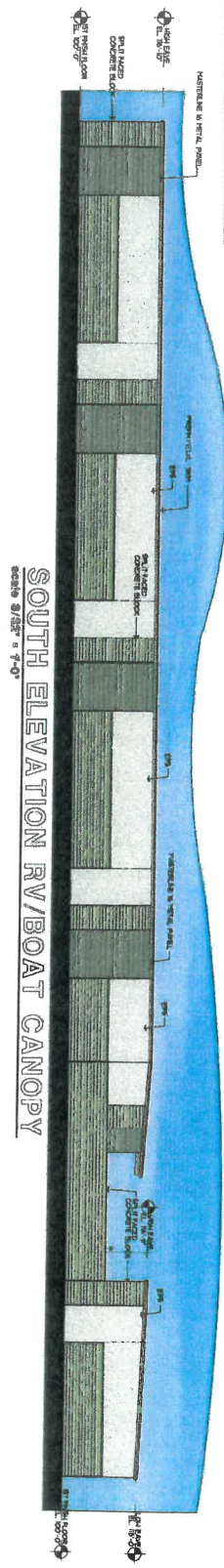


Per Planning Board recommendation, a total of two (2) wall signs, totaling 200 square feet are allowed.

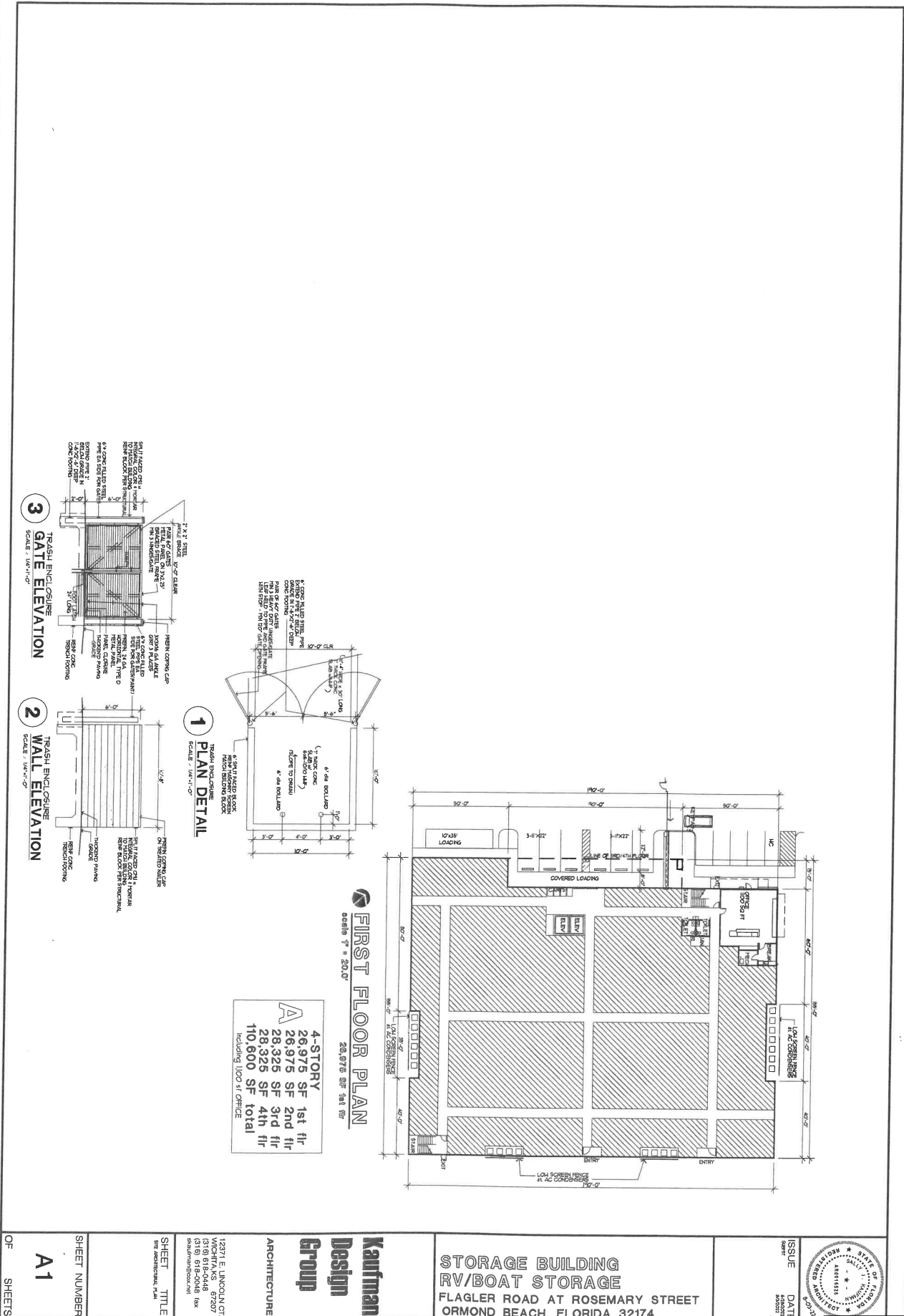




NEO-ECLECTIC ARCHITECTURAL STYLE
 1. DOMINANT MATERIALS
 2. DOMINANT COLOR
 3. DOMINANT FORM
 4. DOMINANT TEXTURE
 5. DOMINANT LINE
 6. DOMINANT SHAPE
 7. DOMINANT SCALE
 8. DOMINANT ORNAMENT
 9. DOMINANT DETAIL
 10. DOMINANT FINISH

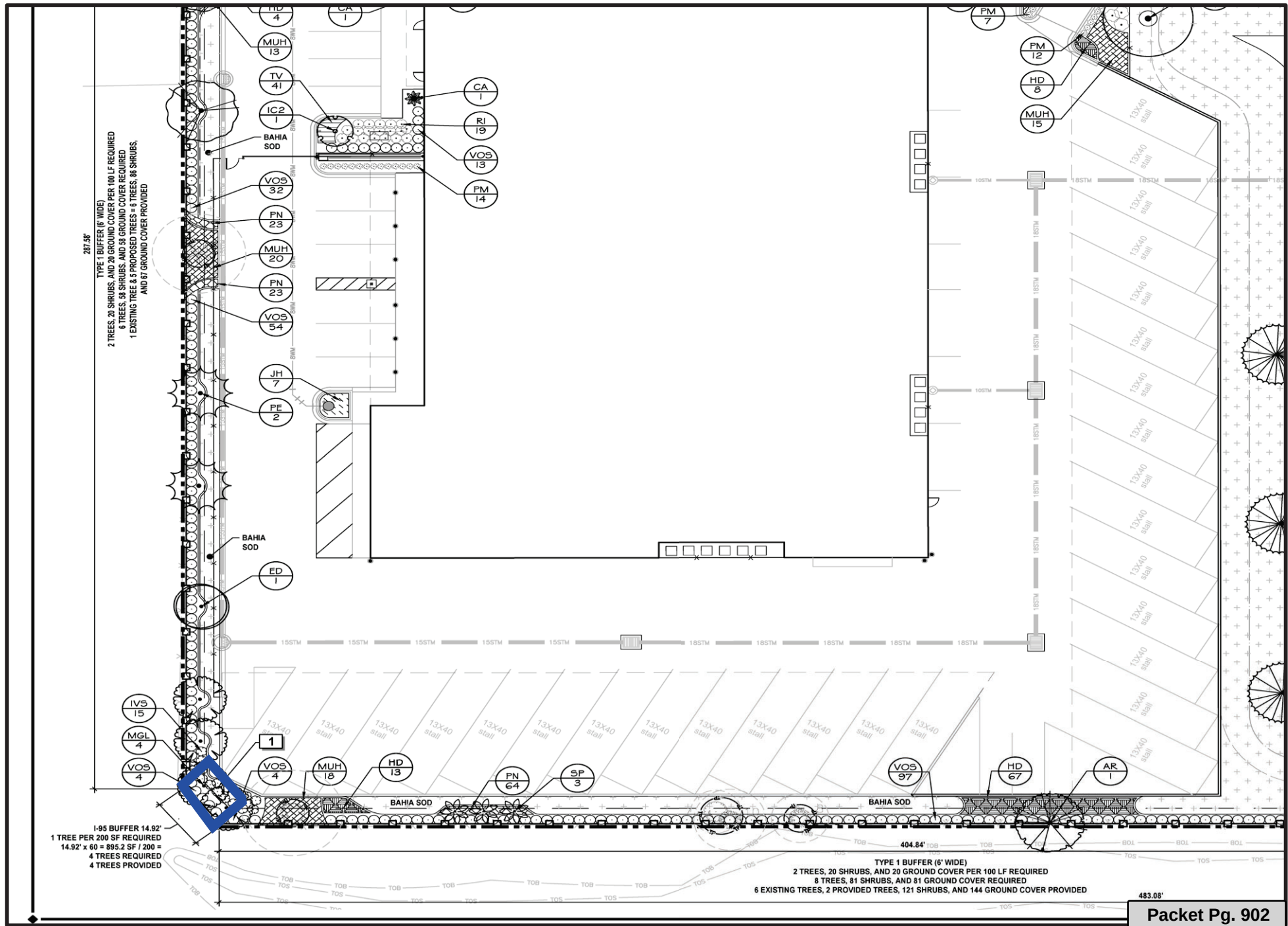


ISSUE DATE 12/15/2011 12/15/2011	STORAGE BUILDING RV/BOAT STORAGE FLAGLER ROAD AT ROSEMARY STREET ORMOND BEACH, FLORIDA 32174	Kaufman Design Group ARCHITECTURE 12871 E. LINCOLN CT. WICHITA, KS 67207 316.261.0400 info@kaufmandesign.com www.kaufmandesign.com SHEET TITL E EXTERIOR ELEVATIONS SHEET NUMBER A3 OF SHEETS
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Options for landscape buffer for the 14.92' abutting Interstate 95

Greenbelt buffer option 1: applicant request – 10' width



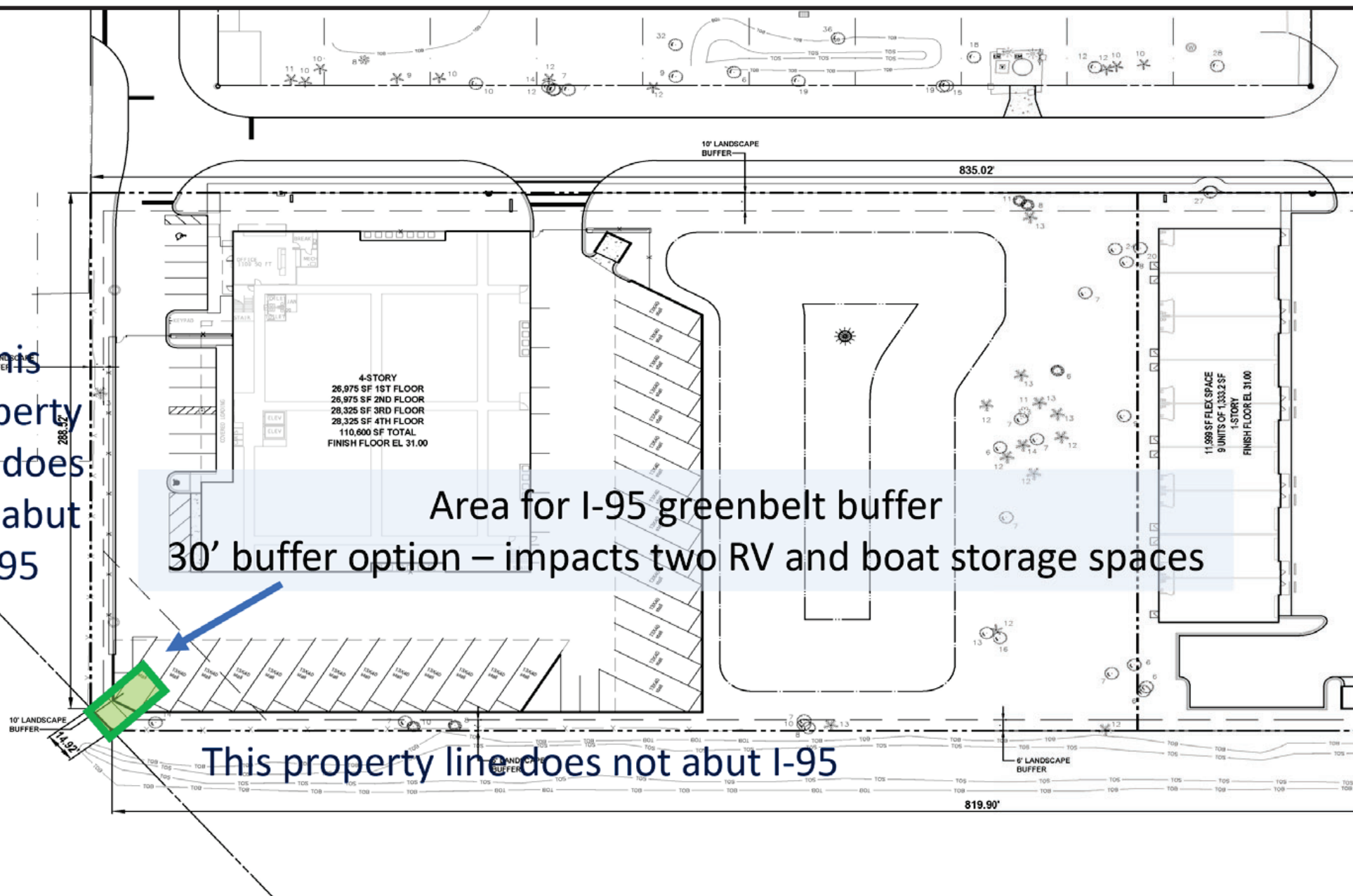


Greenbelt buffer option 3: 30' width – impact two spaces

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

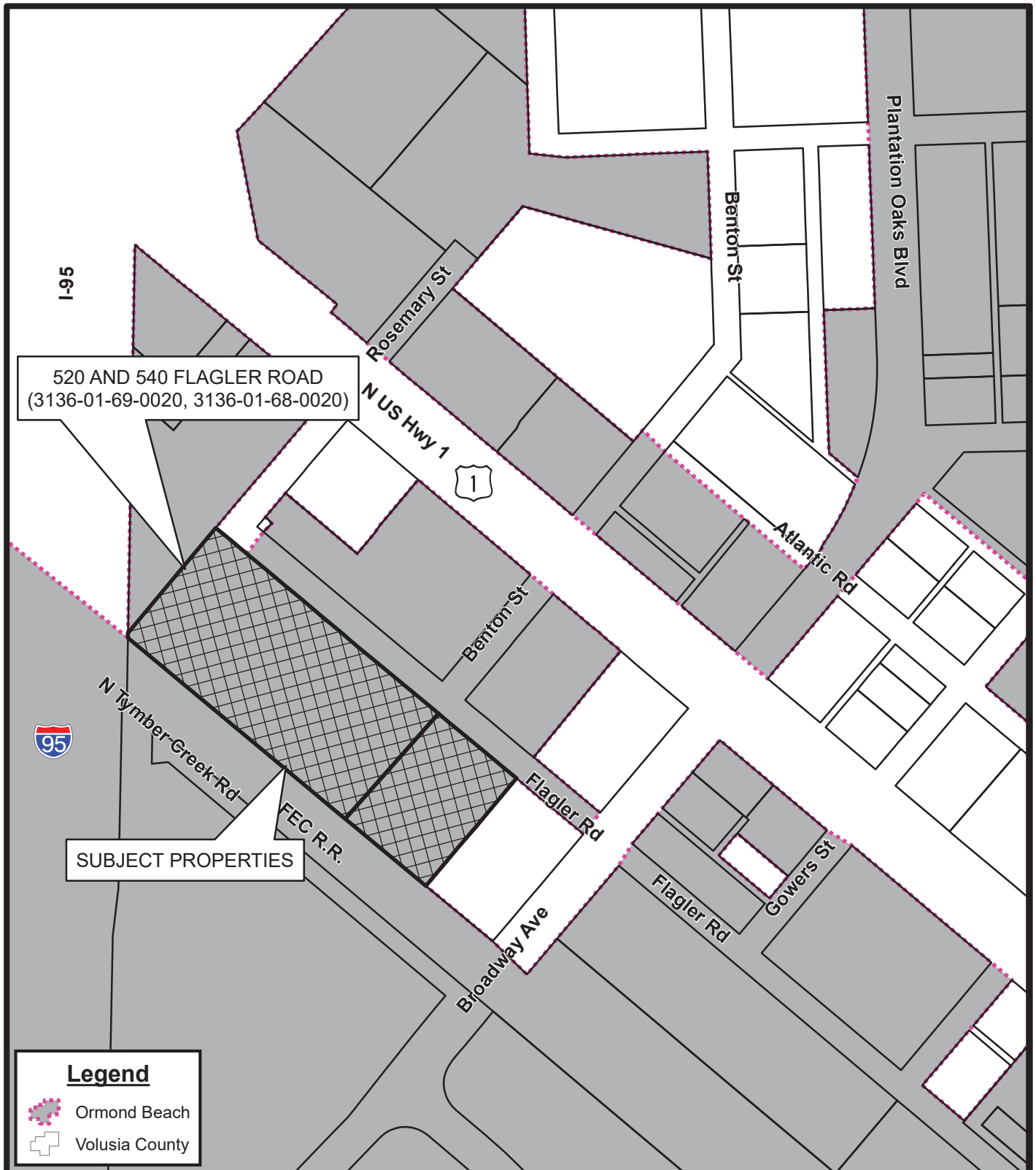


AERIAL MAP
520 AND 540 FLAGLER ROAD
(3136-01-69-0020, 3136-01-68-0020)

Prepared By: The City of Ormond Beach
G.I.S. Department - August 19, 2022



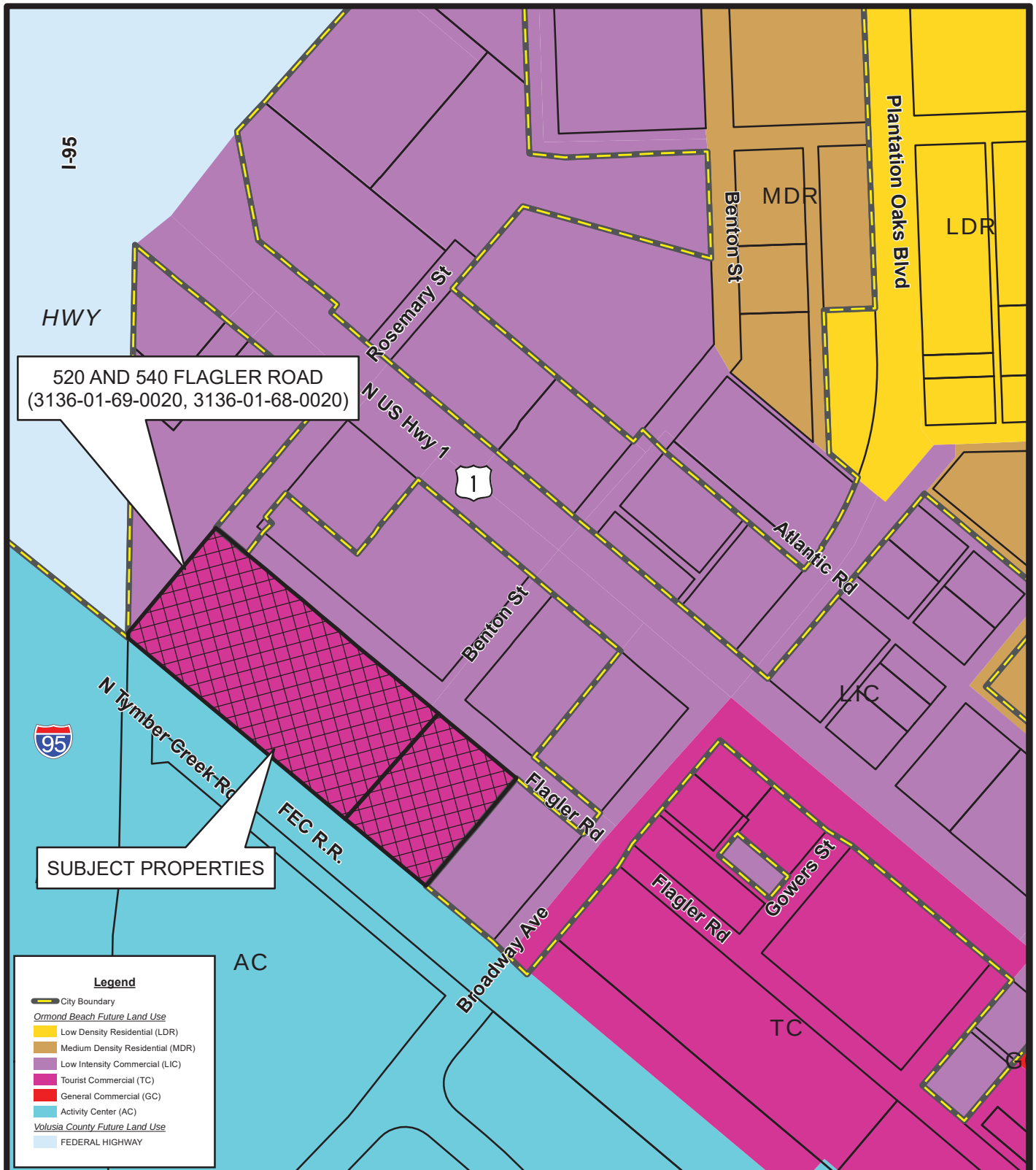
N.T.S



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

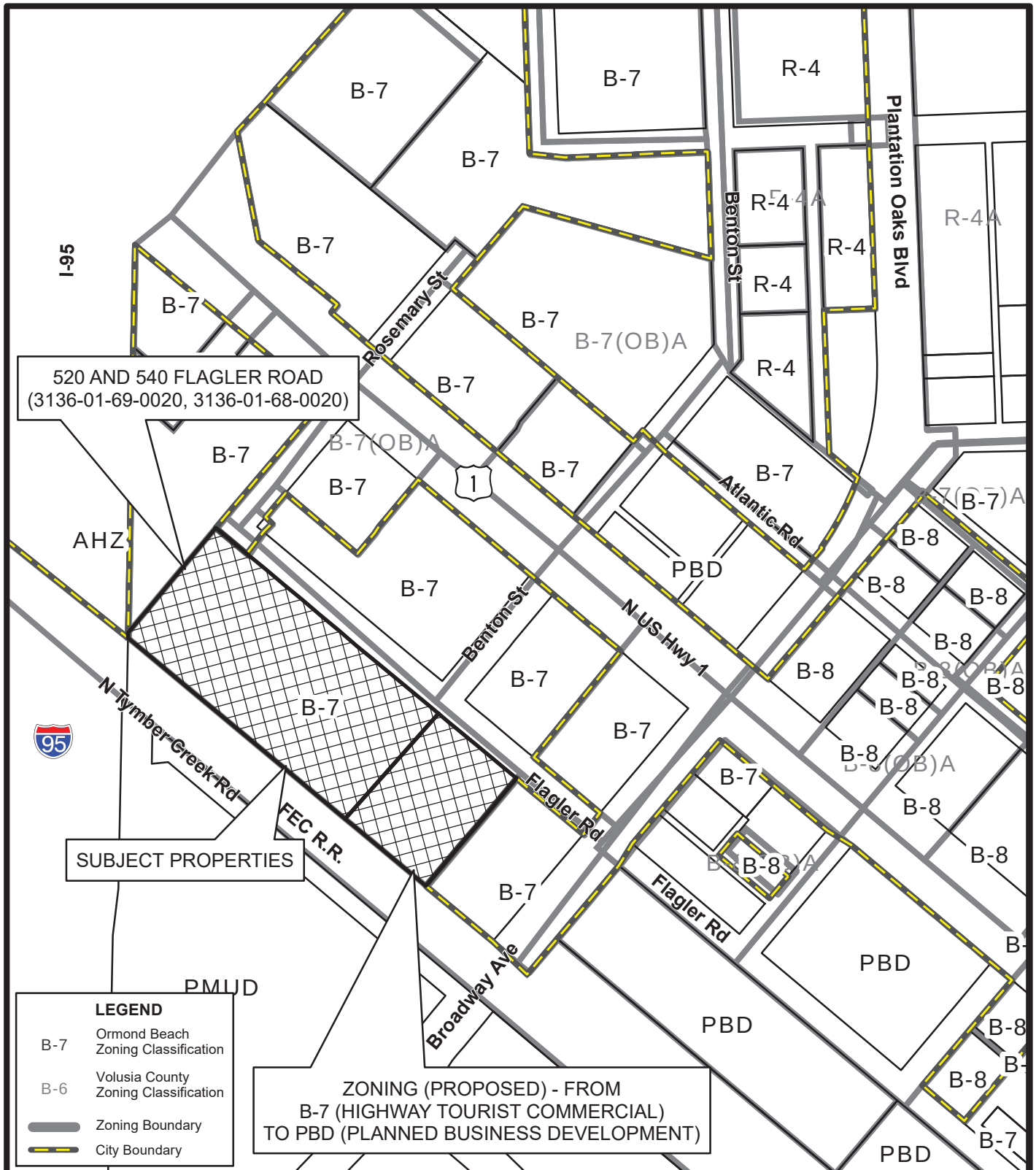




FUTURE LAND USE MAP
520 AND 540 FLAGLER ROAD
(3136-01-69-0020, 3136-01-68-0020)

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



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.

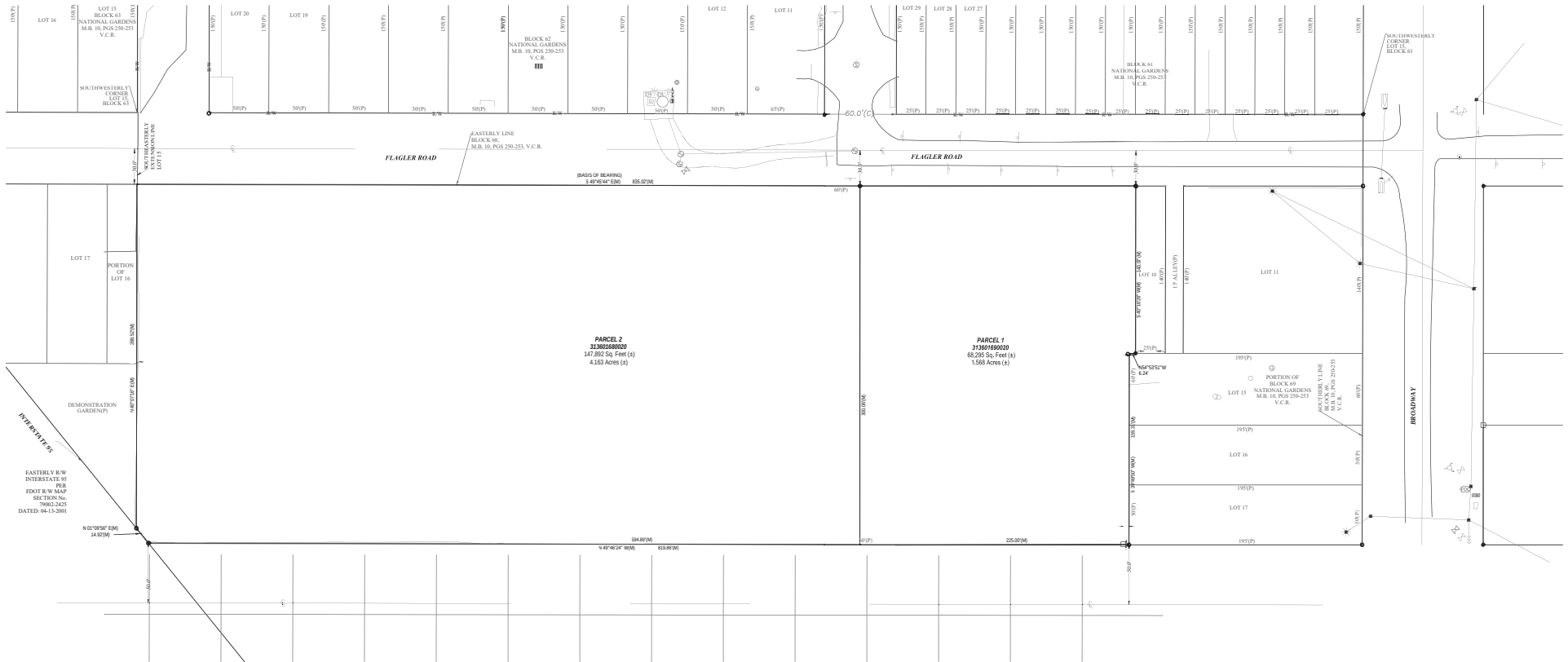
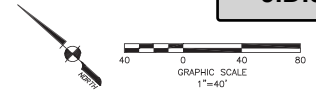


AERIAL MAP

SCALE: 1" = 400'

NORTH INTERCHANGE
EXISTING PARCEL 1 & 2
Ormond Beach, Florida

9.D.e



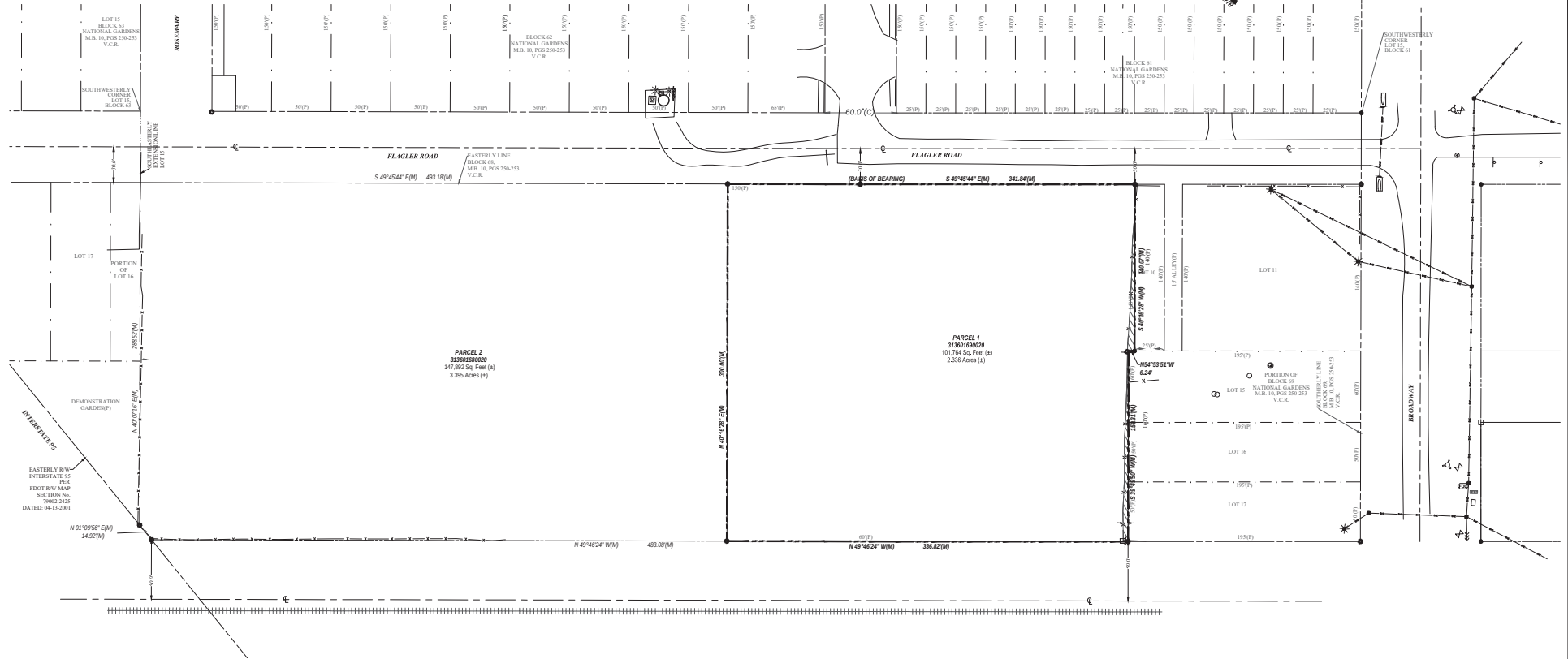
LEGAL DESCRIPTION:

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 & UTILITY SURVEYING SHALL BE CONDUCTED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 461, F.S. (F.S. 461.01-461.09) AND THE FLORIDA STATUTES.
Field Work by: TT Date: 03/06/22 Office Work by: BB Date: 03/31/22 Field Book: 80 Page: 09 Scale: 1"=40'	SITE ADDRESS: Flagler Road Ormond Beach, Florida	PROJECT: 22-11 03-31-2022 FORM 6837B NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A PROFESSIONAL SURVEYOR AND MAPPERS.

NORTH INTERCHANGE
"PROPOSED PARCEL 1"
Ormond Beach, Florida

9.D.e



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 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 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:

Field Work by: TE Date: 03/02/22 Office Work by: BM Date: 03/11/22
Field Book: 60 Page: 00 Scale: 1" = 40'

TYPE OF SURVEY:
Boundary, Tree and Topographic
REVISIONS:
Ditch profile grading, Add sewer

SITE ADDRESS:
Flagler Road
Ormond Beach, Florida

PROJECT:
22-11

Professional Surveyor
Phone: 386.238.9231
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174

S A I A
SURVEYING, INC.
Resident, Civil Engineer, Subcontractor

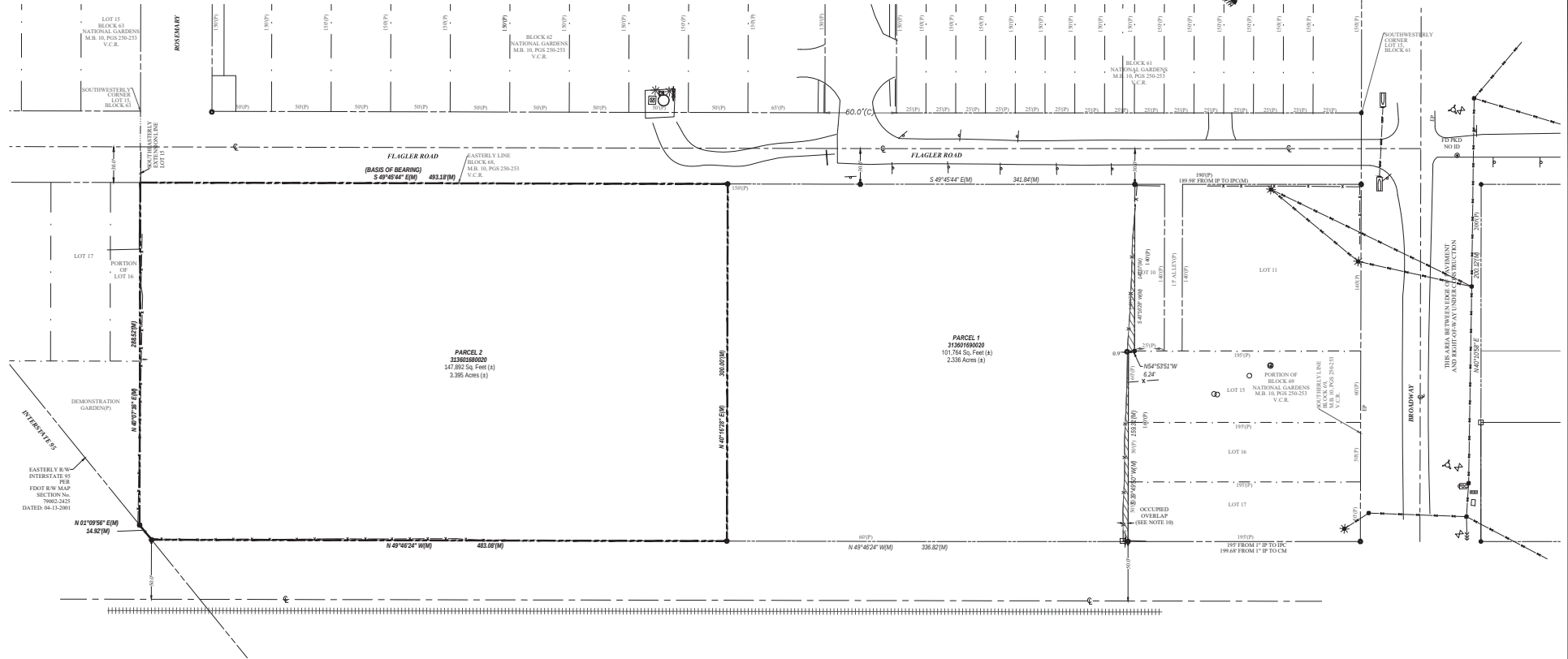
THE FOREGOING BOUNDARY, TOPOGRAPHIC & TREE SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PER CHAPTER 51-17, SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE EXPIRATION DATE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

David McMillen
PSM #6378
11/15/2022

NORTH INTERCHANGE
"PROPOSED PARCEL 2"
Ormond Beach, Florida

9.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

SITE ADDRESS:

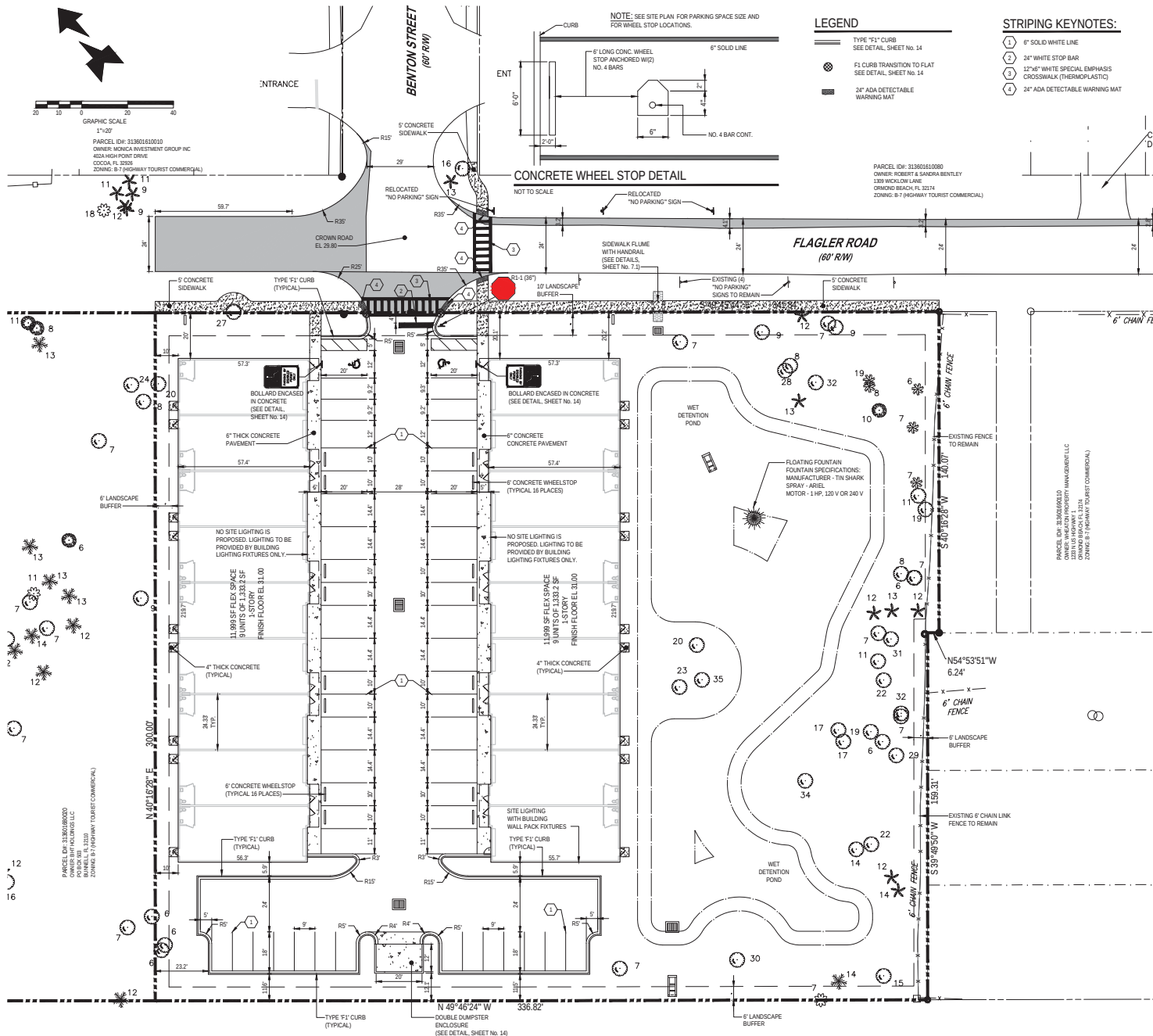
Flagler Road
Ormond Beach, Florida

PROJECT:

22-11

Field Work by: TE Date: 03/02/22 Office Work by: BR Date: 03/31/22
Field Book: 00 Page: 00 Scale: 1" = 40'

Professional Surveyor
SAIA
SURVEYING, INC.
Phone: 386.238.9231
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174
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 SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
PSM 06378
David McMillen



9.D.e

8102 CITY COMMENTS

1230 North US1, Suite 3
Orlando Beach, Florida 32714
www.harrynewkirk.com
CA # 20029
LC # 2003
Civil Engineering
Transportation, Civil &
Landscape Architecture



SITE LAYOUT PLAN
NORTH INTERCHANGE INDUSTRIAL FLEX SPACE
520 FLAGLER ROAD
ORLANDO BEACH, FLORIDA 32714

THIS DOCUMENT IS THE PROPERTY OF HARRY H. NEWKIRK, P.E. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF HARRY H. NEWKIRK, P.E. A PROFESSIONAL ENGINEER.

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

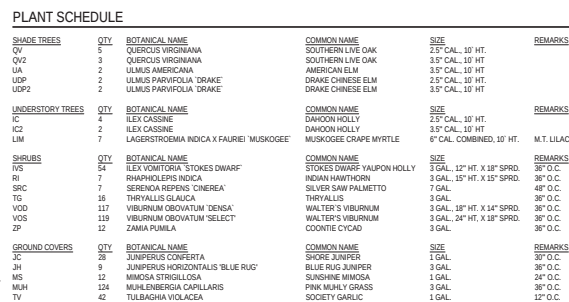
DRAWN BY: NWS

CHECKED BY: HHN

SCALE: 1" = 20'

DRAWING NUMBER

6



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" CAULPER TREES (18 x 1 TREE CREDIT)	18
TREES PROPOSED 3.5" CAULPER 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

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 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 (8" 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 12.3 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:

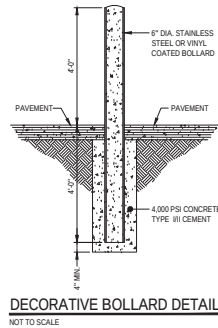
- 6" SOLID WHITE LINE
- 6" SOLID YELLOW LINE
- 6" SOLID YELLOW LINE, 4" O.C. @ 45°
- 6" SOLID YELLOW LINE, 10" O.C. @ 45°
- 24" WHITE STOP BAR
- 12"x6" WHITE SPECIAL EMPHASIS CROSSWALK (THERMOPLASTIC)
- 24" ADA DETECTABLE WARNING MAT

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

- SIDEWALK CURB RAMP C (SEE DETAIL, SHEET NO. 23)



WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

9.D.e

B202	CITY COMMENTS
B2422	CITY COMMENTS

1230 North US1, Suite 3
Ormond Beach, Florida 32174
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. # 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)

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 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, 700-001, 17041 AND 711-001.
- ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM 30 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"X48".

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).
- 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. 605. 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 PREEXISTING WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL, PLACEMENT OR STORAGE OF ANY KIND COMMITTED 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.

9.D.e

8202 CITY COMMENTS

12/20 North US1, Suite 3

Ormond Beach, Florida 32174

www.newkirk-engineering.com

CA # 20029

FL # 20029

NEWKIRK ENGINEERING

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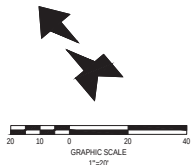
NEWKIRK ENGINEERING

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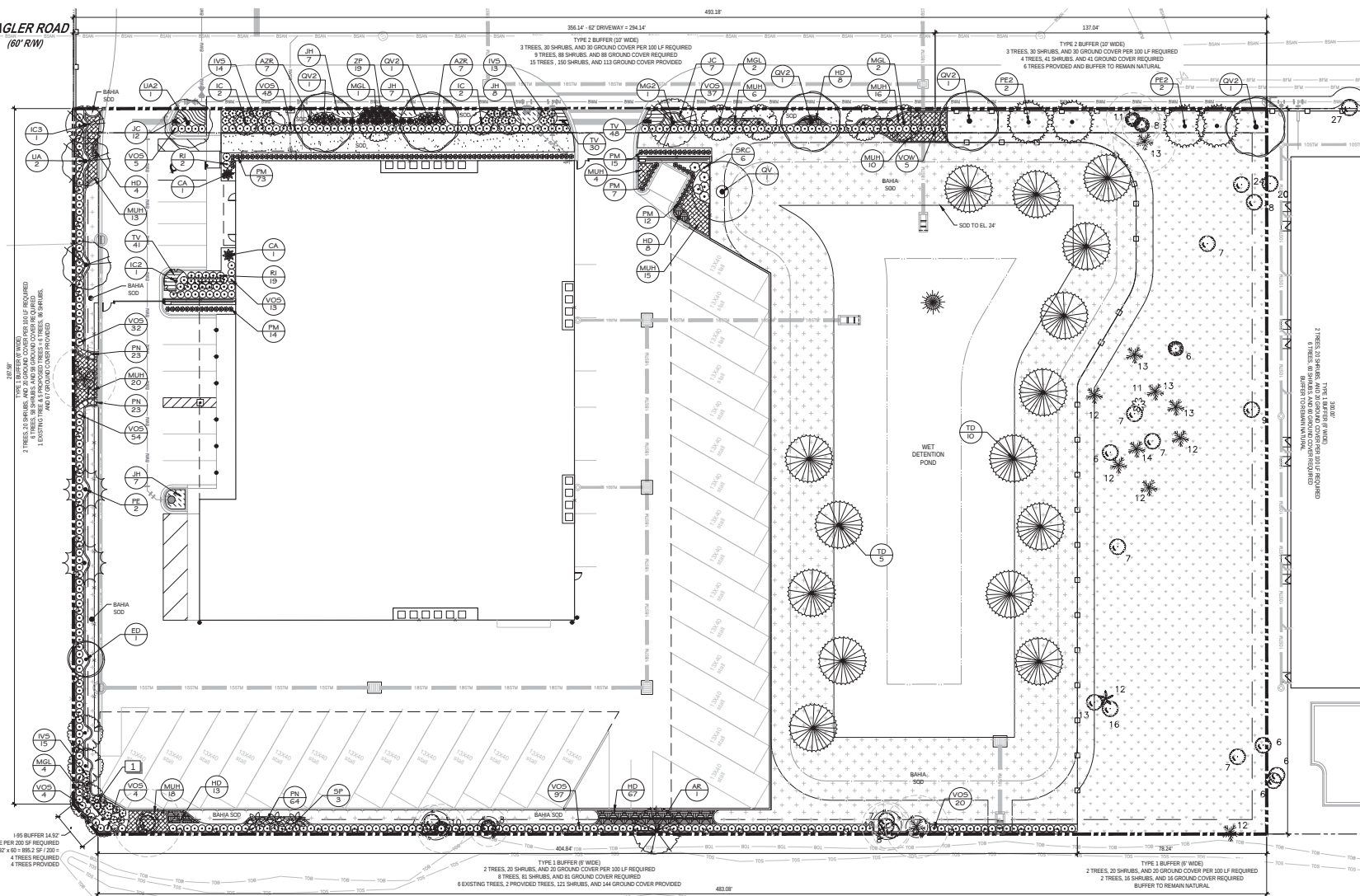
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NEWKIRK ENGINEERING



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

9.D.e

DATE	DESCRIPTION
8/10/22	CITY COMMENTS
8/24/22	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
140 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

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THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY
LAUREN ADAMS, P.L.A. # 16617278 ON



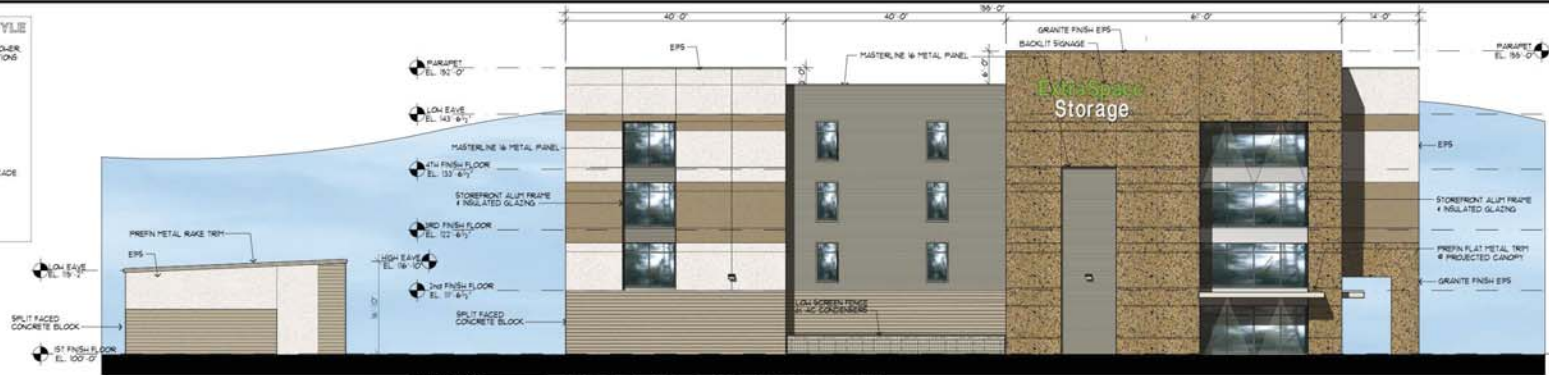
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PROJECT No:	2022-101
DATE:	JUNE 2022
DESIGN BY:	LAA
DRAWN BY:	BWW
CHECKED BY:	LAA
SCALE:	1" = 20'
DRAWING NUMBER	

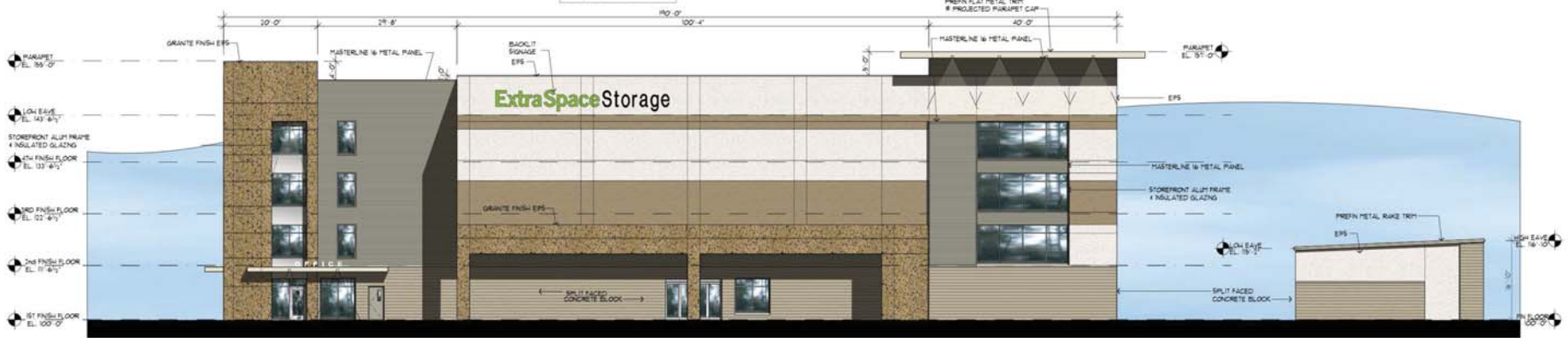
L1

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: INTEGRAL COLOR SPLIT FACED CMU, EXTERIOR INSULATED FINISH SYSTEM, CONCEALED 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



NORTH ELEVATION
SCALE 3/32" = 1'-0"



WEST ELEVATION
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 5/8" CREATIVELY GRANITE POLARIS
D	SPLIT FACED BLOCK w/ INTEGRAL COLOR & MATCHING PORTLAND LIMESTONE COLOR
E	CONCEALED FASTENER MESH MASTERLINE & METAL PANEL ALUM GRAY
F	PREPARED TRIM ALMOND



SOUTH ELEVATION
SCALE 3/32" = 1'-0"

SOUTH ELEVATION
SIGNAGE CALCULATION
75' LP FRONTAGE
30 SQ FT x (125'-5") = 12,500 SQ FT
WAIVER REQUESTED IN PERM FOR 30 SQ FT AS SHOWN

8-23-22
ISSUE DATE
SUBMITTAL 8-28-2022
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
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skaufman@cox.net

SHEET TITLE
EXTERIOR ELEVATIONS

SHEET NUMBER

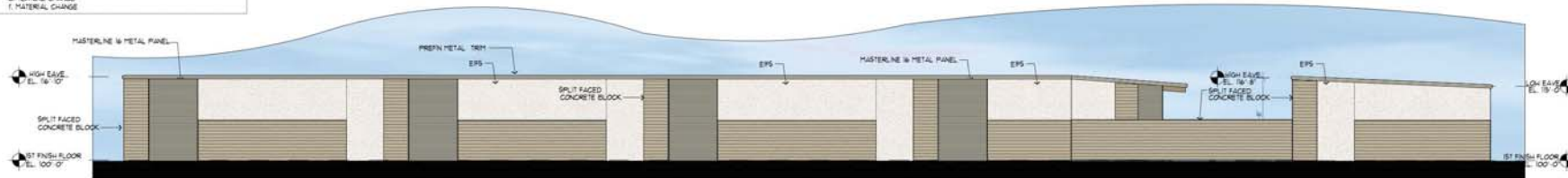
A2

OF SHEETS



EAST ELEVATION
scale 3/32" = 1'-0"

NEO-ECLECTIC ARCHITECTURAL STYLE
1. EXTERIOR FINISH MATERIALS
INTERIOR 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

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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

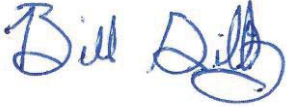
In summary no listed species were observed within the project site.

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. 957**

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%	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

9.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

HARRY H. NEWKIRK,
P.E. FL. REG. NO. 62971



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Civil Engineering,
Transportation, CEI &
Landscape Architecture

C.A. # 30209
L.C. # 2600584
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Packet Pg. 959

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	

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

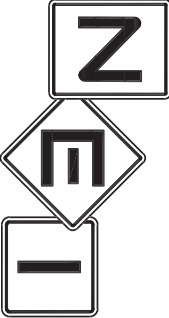
Fuel Position = the number of vehicles that could be fueled simultaneously

Occ.Room = Occupied Room

29-Jun-22

HARRY H. NEWKIRK,
P.E. FL. REG. NO. 62971





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L.C. # 26000594
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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



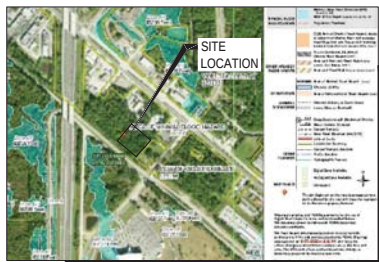
AERIAL MAP

SCALE: 1" = 250'



LOCATION MAP

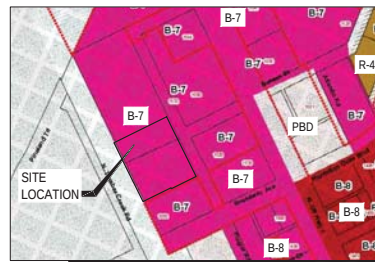
SCALE: 1" = 400'



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) BASKING FINE SAND, 0 TO 1 PERCENT SLOPES
(D) MYAKKA-MYAKKA FINE SAND, 0 TO 2 PERCENT SLOPES

PROJECT TEAM

9.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

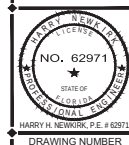
CONTACT NUMBERS

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



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY
HARRY H. NEWKIRK, P.E. # 62971 ON

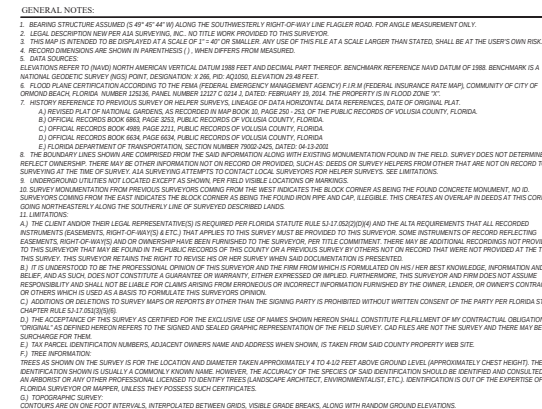
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DRAWING NUMBER

1

Ormond Beach, Florida

[illegible]

(C)	CALCULATED
CM	CONCRETE MONUMENT (AS NOTED)
CONC	CONCRETE
CR	CROSS DESCRIPTION
ED	EDGE OF PAVEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M.	FLOOD INSURANCE RATE MAP
FL	FLORIDA
ID	IDENTIFICATION
INV	INVERT
IP	IRON PIPE (AS NOTED)
IPC	IRON PIPE AND CAP (AS NOTED)
IR	IRON ROD (AS NOTED)
LC	LOCAL AND CAP (AS NOTED)
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LI	LIABILITY COMPANY
LS	LICENSED SURVEYOR
M	MEASURED
M.B.	MAP BOOK
N	NUMBER
NAVTD	NORTH AMERICAN VERTICAL DATUM
NAD	NORTH DAKOTA (AS NOTED)
O.R.	OFFICIAL RECORDS BOOK
P	PLAT
P(S)	PAGE / PAGES
PSM	PROFESSIONAL SURVEYOR AND MAP REGISTRAR
RS	REGISTERED LICENSED SURVEYOR
UC	UNIFORM CODES

- | | | | | | |
|---|------------------------------|---|-------------------------------------|---|-------------------------|
|  | ATTI BOX |  | MITERED END SECTION |  | CHAIN FENCE |
|  | HENCHMARK |  | 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)

© 2006 The Authors

-	Boundary, Tree and Topography REVISIONS: Ditch profile grading, Add sewer	SITE ADDRESS: Flagler Road Ormond Beach, Florida
Field Work by:	TE Date: 03/00/22 Office Work by:	BR Date: 03/31/22
Field Book: 00	Page: 00 Scale: 1" = 40'	

22 SITE ADDRESS:
Flagler Road
Ormond Beach, Florida

PROJECT
22-11



S A I A

SURVEYING, INC.

Professional Surveyor

Phone: 386.238.9231

555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 FL 32105

RESIDENTIAL, COMMERCIAL, INDUSTRIAL

A FOREGOING BOUNDARY, TOPOGRAPHIC & TYPE SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 55-FC, SECTION 47.027, FLORIDATITLESTATES.

03-31-2007

VALUED WITHOUT THE SIGNATURE AND THE ORIGINAL RECORD

PSM #6377

David McKittrick

1. COVERING 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 DETAIL STANDARD PLANS, THE 2019 EDITION OF THE FOOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION AND THE 2017 EDITION OF THE FOOT UTILITY ACCOMPANIMENT 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 WITHIN 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) 676-5234 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 CONDUCT THE IMPROVEMENTS AS SHOWN ON THE PLANS.
8. ONLY ONE TEMPORARY CONSTRUCTION SIGN IS PERMITTED, NOT TO EXCEED 12 SQUARE FEET IN SIGN AREA. MAXIMUM HEIGHT OF 8 FEET AND NO CLOSER THAN 10 FEET FROM THE SIDE OF THE ROAD. 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-BLOWN 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 ADJACENT 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 CONTRACTORS 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 480-481 (4) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
14. CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL CITY 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 FOR 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 WALLS SHALL BE 4" ACROSS THICK WITH A 3,000 PSI STRENGTH, JOINTS OVER PROPERLY PREPARED SUBGRADE. ALL CONCRETE SIDEWALKS SHALL BE 4" THICK WITH THICKNESS, JOINTS SHALL BE PLACED AT A MAXIMUM OF 50'. CRACK CONTROL SHALL BE 3" ON CENTERS.
20. CORE TESTS SHALL BE TAKEN TO VERIFY THICKNESS AND SUBSURFACE COMPACTON. PROVIDE FOR THREE SAMPLES, RANDOMLY LOCATED. TESTS FOR EXISTING, 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/CEMENT PRODUCER AND CONTRACTOR. ALL REMOVED TESTS SHALL BE RECORDED BY THE CONTRACTOR. IF TESTS SHOW THE INSTALLATION DOES NOT MEET SPECIFICATIONS, THE PAVING SHALL BE CORRECTED, REPAIRED, AND RETESTED.

1. THE PROPERTY AREA BOUNDARY CONSISTS OF 191.764 SF OR 2.336 ACRES. FOR BOUNDARY AND TOPOGRAPHIC SURVEY REFER TO THE SURVEY PREPARED BY AJA 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 FLUJCS LAND USE IS (191) UNDEVELOPED LAND WITH URBAN AREAS.
5. PER THE USDA NATIONAL RESOURCES CONSERVATION SERVICE FOR VOLUSIA COUNTY, THE SCS SOLS MAP INDICATES THE SITE CONSISTS OF (B) BASINING 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. 12127C184 K, DATED SEPTEMBER 28, 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 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 A 6" WATER MAIN CONNECTION TO 12" WATER MAIN ON BEAUSAY AVE. STREET.
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.

	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 RAIN 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 BOTTOM OF DITCH BANK
	EXISTING TEE		EXISTING WOOD FENCE
	EXISTING UTILITY POLE		EXISTING WIRE OR CHAIN LINK FENCE
	EXISTING VALVE IRRIGATION		PROPOSED WIRE OR CHAIN LINK FENCE
	EXISTING VALVE WATER		PROPOSED SILT/SEDIMENT FENCE
	PROPOSED WATER VALVE		PROPOSED CORR ROLL OR WATTLE
	EXISTING WATER METER		PROPOSED FLOATING TURBIDITY BARRIER
	EXISTING STORM SEWER WITH INLET		PROPOSED TREE PROTECTION
	PROPOSED STORM SEWER WITH INLET		
	12" IRON ROD (NO I.D.)		

PROPERTY INFORMATION				PARKING REQUIREMENTS					
FUTURE LAND USE (FLU)		TOURIST COMMERCIAL		BUILDING USE		A. UNITS	B. SPACES	C. PER UNIT	D. REQ. SPACES
ZONING (N OVERLAY)		FED (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)		95,000	1	1,400	11
REQUIRED SETBACKS				OFFICE		3,998	1	200	20
FRONT		BUILDING	20	BUFFER		TOTAL REQUIRED SPACES			
REAR		10	FEET	0		37			
SIDE		10	FEET	6					
SIDE/CORNER		10	FEET	6					
DIMENSIONAL REQUIREMENTS				PROVIDED PARKING					
		REQ.	PROV.					%	PROV. SPACES
MAX. BUILDING HEIGHT		50 FT	25 FT	STANDARD SPACES				96.2%	50
MAX. LOT IMPERVIOUS		75%	42.3%	ADA SPACES				3.8%	2
TREE PRESERVATION		15% </td <td>16.3%</td> <td colspan="2">TOTAL PROVIDED SPACES</td> <td colspan="2"></td> <td></td> <td>52</td>	16.3%	TOTAL PROVIDED SPACES					52
MAX. BUILDING COVERAGE		40%	23.7%	BUILDING USES					
				1. NO UNIT TO BE USED FOR RETAIL SERVICES AND PERSONAL SERVICES.					
				2. NO SHOWROOM RETAIL ALLOWED.					
				3. NO OUTDOOR STORAGE ALLOWED.					
SITE COVERAGE - EXISTING									
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		101,754	2.338	100.0%					
TOTAL SITE		101,754	2.338	100.0%					
TOTAL IMPERVIOUS		0	0.000						
TOTAL OPEN SPACE		101,754	2.338	100.0%					
SITE COVERAGE - PROPOSED									
AREA TYPE		SF	ACRE	% OF SITE					
BUILDING		23,958	0.551	23.0%					
ASPHALT PAVEMENT VIA		23,053	0.575	24.5%					
CONCRETE / SIDEWALKS		388	0.009	0.4%					
WET POND		9,646	0.221	9.5%					
GREEN SPACE		42,670	0.980	41.5%					
TOTAL SITE		101,754	2.338	100.0%					
TOTAL IMPERVIOUS		46,439	1.135	46.6%					
TOTAL OPEN SPACE		52,325	1.201	51.4%					

INDEX NO.	DESCRIPTION	INDEX NO.	DESCRIPTION
102	TEMPORARY EROSION AND SEDIMENT CONTROL STRUCTURE BOTTOMS - TYPES J AND P	102-400	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES
425-010		102-602	TWO-LANE AND MULTILANE, WORK ON SHOULDER
205	PIPE BACKFILL	102-603	TWO-LANE, ONE-WAY WORK WITHIN THE TRAVEL WAY
425-020		515-562	ALUMINUM PEDESTALS / FLAME PICKET RAILING
520-001	CURB & CURB INLETS - TYPES C, D & H	708-101	MINIMUM REQUIREMENTS FOR CYCLE OF SINGLE & MULTIPLE-CORNER SIGNAGE
520-001	CURB & CURB AND GUTTER		
520-001	PUBLIC SIDEWALK CURB RAMPS		
520-001	CONCRETE PARAPETS AND JOINTS	711-001	SPECIAL MARKING AREAS
520-001	CONCRETE SIDEWALK		
514	OPTIONAL BASE COURSE AND STRUCTURAL NUMBERS		

NOTIFY VOLusia COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 758-5854 A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE APPROVALS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE OF THE OBLIGATION TO OBTAIN THE NECESSARY APPROVALS. THE PERMITTEE SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY APPROVALS FROM VOLusia COUNTY TRAFFIC ENGINEERING DIVISION (386) 758-5858 IF NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM OF 48 HOURS NOTICE TO THE COUNTY TRAFFIC ENGINEERING DIVISION. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE COORDINATION WITH VOLusia COUNTY TRAFFIC OPERATIONS (386) 284-5515 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LAKE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS). THE PERMITTEE SHALL BE RESPONSIBLE FOR THE COORDINATION WITH THE COUNTY TRAFFIC ENGINEERING DIVISION FROM 5:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PERMIT APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEERING. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.

ALL SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR PROVIDE A TEMPORARY SIDEWALK IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD NO. 606. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND REPLACED TO MEET THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD NO. 606. THE PERMITTEE SHALL MAINTAIN A MINIMUM 20' AND 2" MAXIMUM CROSS SLOPE PER ADA STANDARDS.

DURING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN SIDEWALKS OR PATHWAYS. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE PROPER PAVING CONSTRUCTION MATERIAL PLACEMENT AND STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.

NO TRUCKS OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING DIVISION. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE LATEST FLOOD DESIGN STANDARD NO. 606.

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 REGRASSED AND SOILED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SOODING.

AWWA	AMERICAN WATER WORKS ASSOCIATION	GW	GROUND WATER	R	RADIUS
CMP	CORRUGATED METAL PIPE	HC	HANDICAP	RCP	REINFORCED CONCRETE PIPE
CPP	CORRUGATED PLASTIC PIPE	HDPE	HIGH DENSITY POLYETHYLENE	RPM	REFLECTIVE PAVEMENT MARKER
CTV	CABLE TELEVISION	INV	INVERT	R/W	RIGHT-OF-WAY
DIV	DUCTILE IRON PIPE	K	KNOCK OUT	SH	SEASONAL
ESMT	EASTMAN	KO	KNOCK OUT	SS	SEWATER MAIN
EXIST	EXISTING	LF	LINEAL FEET	SSJRMWD	ST. JOHNS RIVER WATER DISTRICT
FAC	FEDERAL ADMINISTRATIVE CODE	MS	MITERED END SECTION	SS	SEWATER MAIN
FDEP	FLOIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	MJ	MECHANICAL JUNT	SWPPP	STORMWATER POLLUTION PREVENTION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	NA	NOT APPLICABLE	TS	TEMPORARY SEDIMENT BASIN
FI	FIRE HYDRANT	NGVD	NATIONAL GEODETIC	TYPE	TYPICAL
FF	FIBER OPTIC CABLE	OHE	OVERHEAD ELECTRIC	UGT	UNDERGROUND ELECTRIC
FF EL	FLOOR LEVEL ELEVATION	OF	OFFICIAL RECORD	UGT	UNDERGROUND
FPFL	FLOOD POWER & LIGHT	PG	PAGE	USACE	UNITED STATES ARMY CORP OF ENGINEERS
FM	FEET PER DAY	PSI </td <td>POUNDS PER SQUARE INCH</td> <td></td> <td>WATER (POTABLE)</td>	POUNDS PER SQUARE INCH		WATER (POTABLE)
FPD	FOG	PVC	POLYVINYL CHLORIDE PAVEMENT	W	

SEE GEOTECHNICAL REPORT UNIVERSAL ENGINEERING SCIENCES (REPORT #140290, DATED JUNE 21, 2022) FOR ALL SUBSURFACE CONDITIONS, GROUNDWATER, SITE PREPARATION FOR PAVEMENT AND ALL EARTHWORK REQUIREMENTS.

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 MOT 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 DRAINAGE 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 DRAINAGE. WHEN THE DAILY AND INSTANTANEOUS DRAINAGE 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 DRAINAGE AND REACTIVITY. 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:

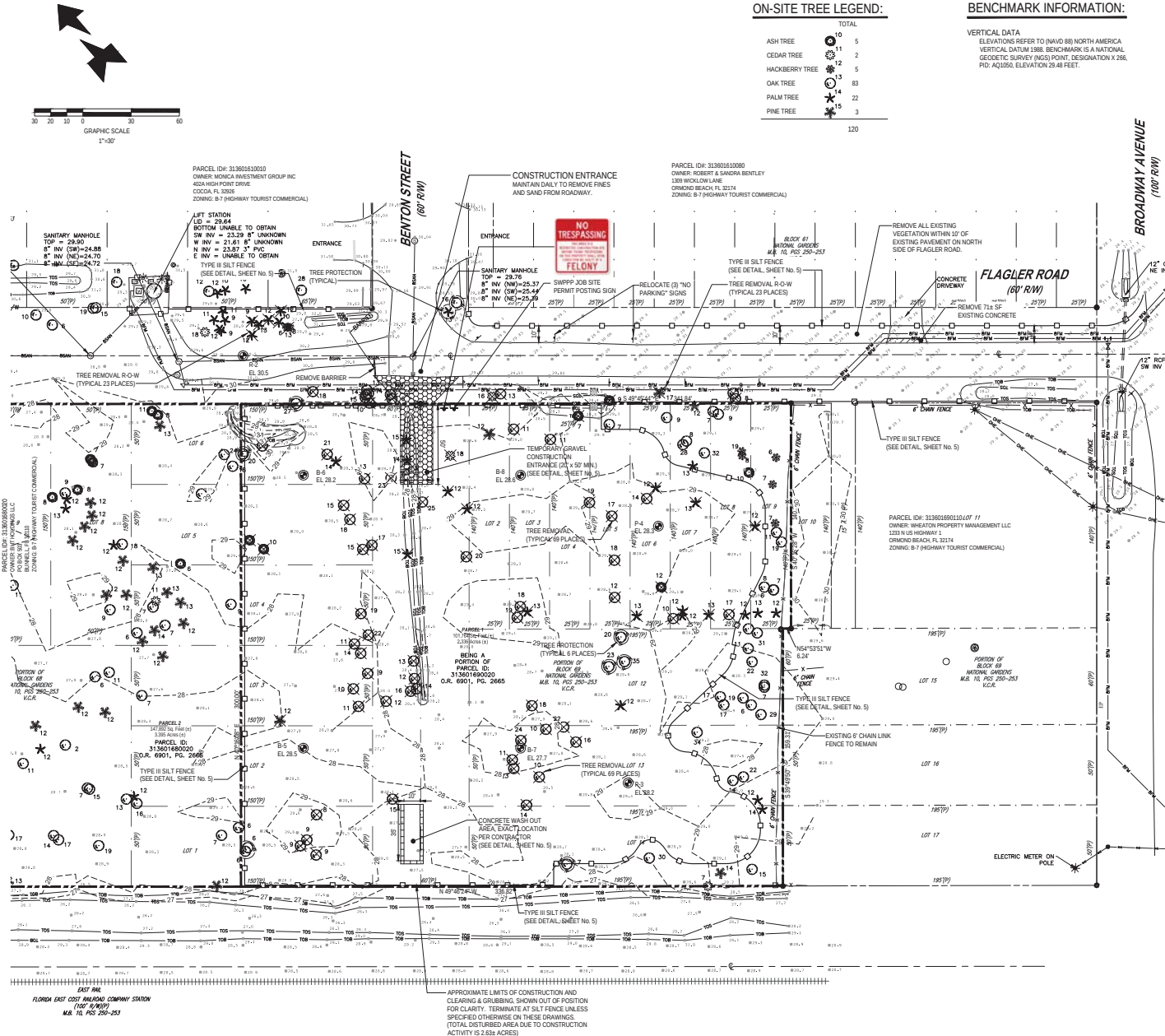
1. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES. THE GENERAL CONTRACTOR SHALL STRICTLY ADHERE TO THE SWPPP DURING CONSTRUCTION OPERATIONS.
2. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL DEVICES HAVE BEEN INSTALLED.
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 DRAINAGE 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 FALTER FABRIC.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
11. PROVIDE DUST CONTROL FOR ALL FALTERWORK 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 DESIGN 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 (NO. INDICATES DIAMETER AS MEASURED 4.5' ABOVE THE GROUND)
- ⊗ TREE TO BE REMOVED



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DEMOLITION AND SWPPP PLAN
NORTH INTERCHANGE INDUSTRIAL FLEX SPACE
520 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

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PROJECT No: 2022-01
DATE: JUNE 2022
DESIGN BY: HHN
DRAWN BY: NWS
CHECKED BY: HHN
SCALE: 1" = 30'
DRAWING NUMBER

One Nation... One Number...
811
Call before you dig.

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

4

TEMPORARY SEEDING SPECIFICATION:

GENERAL
SEEDING CAN BE USED FOR TEMPORARY STABILIZATION. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS CEASED FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY SEEDED AND WATERED. AREAS WHERE FINAL GRADING HAS BEEN COMPLETED FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY SEEDED. TEMPORARY SEED MIXTURE IS SPECIFIED BELOW.

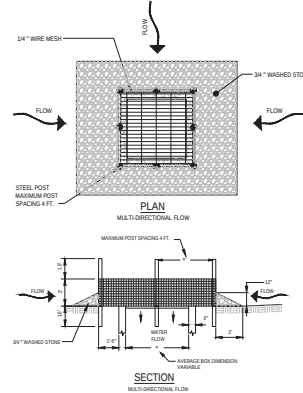
SEEDING MIXTURES
SEED MIXTURE SHALL BE BERMU DA COMMON 90 LB PURE LIVE SEED PER ACRE, FIBER 2000 LB PER ACRE, STABILIZER 120 LB PER ACRE AND FERTILIZER 300 LB PER ACRE.

ALL SLOPES AND FLAT GRADE
APPLY 625220 COMMERCIAL ORGANIC FERTILIZER AT A RATE OF 300 LB PER ACRE AND SEED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

TEMPORARY SEEDING PLANTING DATES	SEED VARIETY	APPLICATION RATE
APRIL 15 - OCTOBER 15	PENSACOLA BAHIA (SCARIFIED) BERMU DA COMMON (50% HULLED)	90 25
OCTOBER 16 - APRIL 14	PENSACOLA BAHIA (SCARIFIED) BERMU DA COMMON (50% HULLED) ANNUAL RYE GRASS RYE GRAIN	100 35 10 30

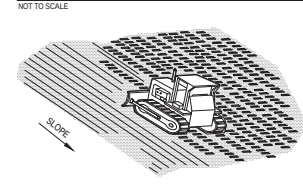
MULCH SEEDED AREA WITH 2 TONS PER ACRE CLEAN GRAIN STRAW. ANCHOR STRAW WITH HYDRAULIC WOOD FIBER MULCH AT THE RATE OF 1000 LB PER ACRE, OR 150-200 POUNDS OF ORGANIC MULCH TACKIFIER PER ACRE, OR USE NETTING.

HYDRO FIBER MULCH MIXTURE SHALL BE PERFORMED IN A TANK WITH A CONTINUOUS AGITATION AND RECIRCULATION SYSTEM WITH SUFFICIENT OPERATING CAPACITY TO PRODUCE A HOMOGENEOUS SLURRY AND DISCHARGE SYSTEM WHICH WILL APPLY THE SLURRY AT A CONTINUOUS AND UNIFORM RATE. MIXTURE SHALL CONTAIN A GREEN FUGITIVE DYE AS AN APPLICATION INDICATOR.



- NOTE:**
- SEDIMENT CONTROL STONE SHALL BE 3/4" WASHED STONE.
 - WIRE MESH SHALL BE HARDWARE CLOTH 23 GAUGE MIN. AND SHALL HAVE 1/4" INCH MESH.
 - TOP OF WIRE MESH SHALL BE A MINIMUM OF ONE FOOT BELOW THE SHOULDER OR ANY DIVERSION POINT.
 - STEEL POST SHALL BE 5 FT. IN LENGTH, BE INSTALLED 1.5 FT. DEEP MINIMUM, AND BE OF THE SELF-FASTENER ANGLE STEEL TYPE.
 - WOOD POST SHALL BE 5 FT. IN HEIGHT, BE INSTALLED TO 1.5 FT. DEEP MINIMUM, AND BE 3 INCHES IN DIAMETER.
 - POST SPACING SHALL BE A MAXIMUM OF 4 FT.

HARDWARE CLOTH INLET PROTECTION



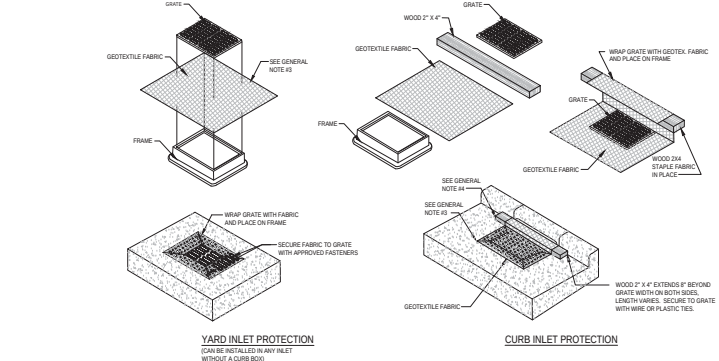
NOTE:
USE DOZER TRACKS TO CREATE GROOVES PERPENDICULAR TO THE SLOPE. GROOVES WILL CATCH SEED, FERTILIZER, MULCH, RAINFALL AND DECREASE SEDIMENT IN RUNOFF.

TRACKING DETAIL

NOT TO SCALE

SURFACE ROUGHENING

(NOT TO SCALE)

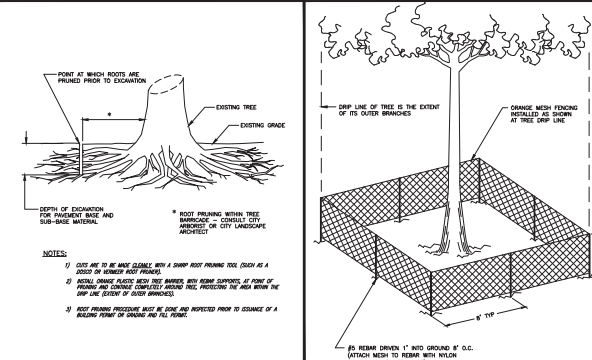


GENERAL NOTES:

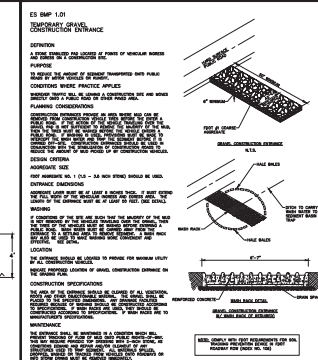
- GEOTEXTILE TO BE MIRAFI FILTERWEAVE 402 OR GEOTEX 111F. ALTERNATIVES INCLUDE APPROVED EQUIVALENT ASTM D4891 OR 100 TO 150 GALLON PER MINUTE PER SQUARE FOOT.
- WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.
- FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
- FOR CURB INLET PROTECTION AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.
- TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.
- THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS, OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

GEOTEXTILE FABRIC INLET PROTECTION

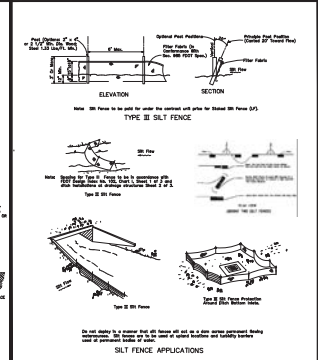
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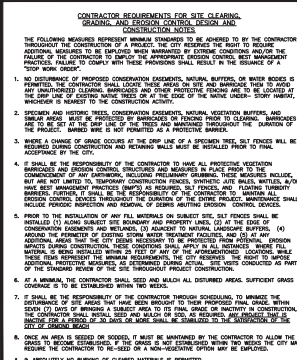
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ROOT PRUNING	LS-2
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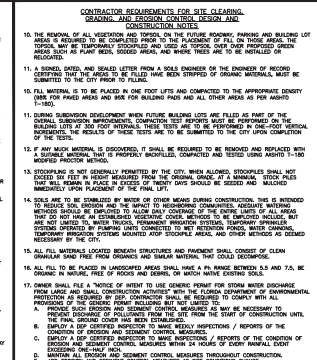
STANDARD CONSTRUCTION DETAIL	INDEX
TREE BARRICADE	LS-4
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TEMPORARY GRAVEL CONSTRUCTION ENTRANCE	M-13
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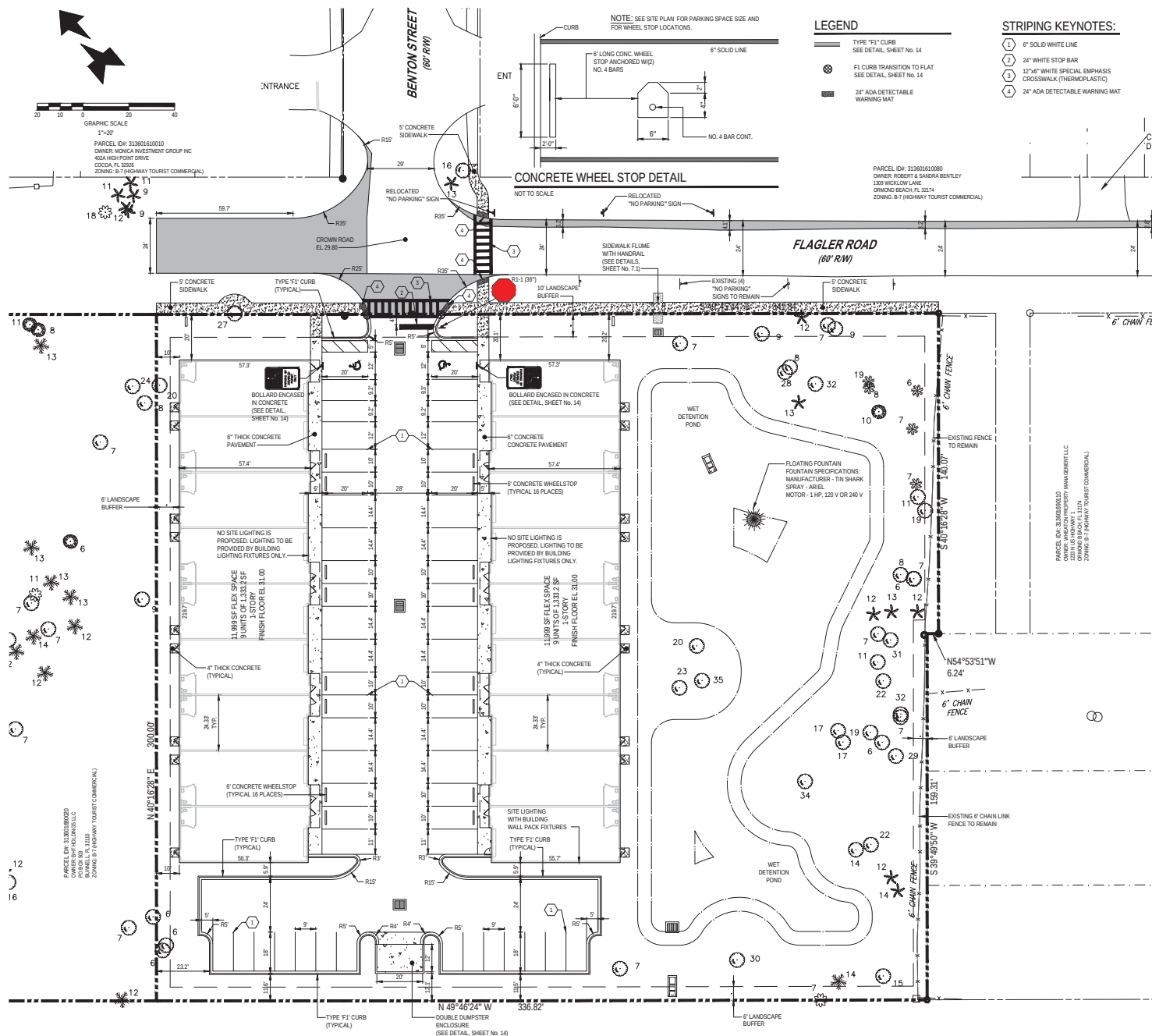


STANDARD CONSTRUCTION DETAIL	INDEX
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INDEX	MAY 2020

STANDARD CONSTRUCTION DETAIL	INDEX
CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL	M-16B
INDEX	MAY 2020



PAVEMENT MARKING NOTES:

1. PAINTED PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF FINE SAND AND DEBRIS PRIOR TO APPLICATIONS.
2. APPLY PAINTED PAVEMENT MARKINGS AT LAST STAGE OF CONSTRUCTION AFTER LANDSCAPING PLANTS ARE INSTALLED.
3. PAINT SHALL BE SHERWIN WILLIAMS LOW-VOC ACRYLIC POB PAINT, PANT, APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS.
4. ALL REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED IN ACCORDANCE WITH FDOT STANDARD NO. 706-02.
5. ALL TRAFFIC SHALL BE PLACED IN ACCORDANCE WITH INDEX NO. 17262, AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
6. LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.
7. FOR ADDITIONAL DETAILS SEE INDEX NO. 700-010, 700-021, 17344 AND 721-001.
8. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 36 IN. DIAMETER "304 STAINLESS STEEL" ENGINEER GRADES. SIGNS SHALL BE 36" X 36" OR 36" X 48". 36" X 36" SIGNS SHALL BE 1/20 GA MINIMUM AND SHALL BE INSTALLED USING 3/32" ROD ALUMINUM POST. ALL STOP SIGNS SHALL BE 36" OCTAGON INSTALLED ON 1 1/2" SLEEF "H" CHANNEL POST. ALL OTHER SIGNS SHALL BE 36" SQUARE ALUMINUM POSTS. "H" CHANNEL POSTS MAY BE USED FOR SIGNS SMALLER THAN 36"X36". ALL SPEED LIMIT SIGNS SHALL BE 24"X24".

GENERAL NOTES:

1. CITY OF ORMOND BEACH BUILDING PERMITS ARE REQUIRED FOR BUILDING, DUMPER ENCLOSURE, LIGHT POLES, SCREEN WALLS AND MONUMENT SIGNS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING SPECIFICATIONS, SHOP DRAWINGS, ETC.).
2. ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
3. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION OR GPS. SCALING OR DRAWING FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
4. THE CONTRACTOR SHALL COORDINATE WITH THE EXISTING ADJACENT BUSINESSES TO ENSURE THERE IS NO DISRUPTION TO THEIR RESPECTIVE OPERATIONS.
5. THE CONTRACTOR AT ITS OWN DISCRETION SHALL MAINTAIN THE CONSTRUCTION SITE SECURE FROM TRESPASS.
6. SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA SOD.
7. ALL CONSTRUCTION IN THE FOOTWALL SHALL CONFORM TO THE LATEST EDITIONS OF THE FOOT DESIGN STANDARDS (INDEXED). THE FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE FOOT UTILITY RECONSTRUCTION MANUAL.
8. NO SITE LIGHTING IS PROPOSED. LIGHTING TO BE PROVIDED BY BUILDING LIGHT FIXTURES ONLY.

PAVING LEGEND

- | | | |
|------------------------------|---|--|
| R-O-W
PAYMENT |  | 1" SP #45 (FL-C) WITH TACK COAT FOR FPD SPECIFICATIONS
#1 CRUSHED CONCRETE (LBR-130) MIN. OF 98% MOIST
PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LFTS)
12" STABILIZED SUBBASE (80-45) MIN OF 98% MOIST
PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION) |
| ASPHALT
PAYMENT
(SITE) |  | 1" SP #45 (FL-C) WITH TACK COAT FOR FPD SPECIFICATIONS
#1 CRUSHED CONCRETE (LBR-130) MIN. OF 98% MOIST
PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LFTS)
12" STABILIZED SUBBASE (80-45) MIN OF 98% MOIST
PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B
STABILIZATION)

* ALTERNATE 12" STABILIZED SUBBASE: #1 CRUSHED
CONCRETE (LBR-130) MIN. OF 98% MOIST PROCTOR MAX DENSITY PER
AASHTO T-180 (4" MAX. LFTS)

* ALTERNATE PAYMENT TO ASPHALT IS CONCRETE PAYMENT |
| CONCRETE
PAYMENT |  | #1 CONCRETE (4,000 P.S.I. @ 28 DAYS)
12" STABILIZED SUBBASE (80-45) MIN. OF 98% MOIST
PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B
STABILIZATION)
MAX DRY DENSITY PER AASHTO T-99
SEE DETAIL, SHEET NO. 14 AND CITY DETAIL T-11A ON SHEET 15 |
| CONCRETE
SIDEWALK |  | 4" THICK CONCRETE (3,000 P.S.I. @ 28 DAYS)
SEE SIDEWALK DETAIL SHEET NO. 14 & 15 |

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS
DURING CONSTRUCTION TO AVOID CONTACT
WITH EXISTING UNDERGROUND UTILITIES AND
OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

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3/1/22	CITY COMMENTS
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SITE LAYOUT PLAN
NORTH INTERCHANGE INDUSTRIAL FLEX SPACE
5520 FLAGLER ROAD
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No: 2022-101

DATE: JUNE 2022

DESIGN BY: 10/10/1

100 200 300 400 500 600 700 800 900 1000

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SCALE: 1" = 20'

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6

DRAINAGE PIPE MINIMUM SLOPE REQUIREMENTS						
PIPE SIZE (IN)	SELF-CLEANSING 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	3.9289	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:

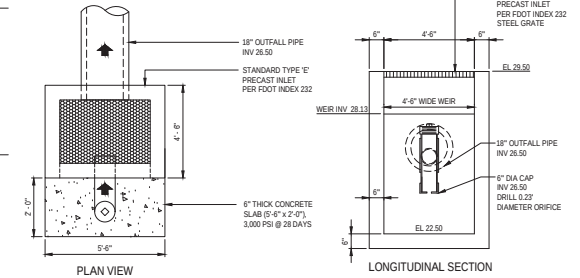
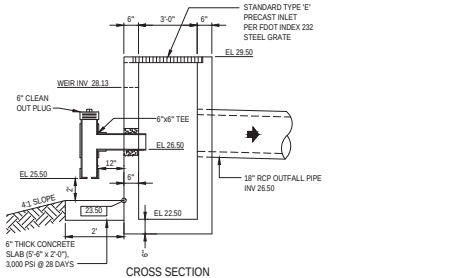
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO DRAINAGE SYSTEM AND SHALL RESTORE ANY DAMAGED STRUCTURES.
- ALL PIPE FROM THE BUILDING DRAINS SHALL BE SMOOTH INTERIOR PVC SDR-35 OR CORRUGATED EXTERIOR (SCE) HOPE.
- ALL STORM PIPE SHALL BE CONSTRUCTED OF REINFORCED CONCRETE PIPE (RCP) INSTALLED 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 WJ 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	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	...
I-03	...	ALT-B	E	30.10	22.60	...	23.60	24.60
I-04	...	ALT-B	E	28.50	20.57	...	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

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DRAINAGE PLAN

NORTH INTERCHANGE INDUSTRIAL FLEX SPACE

520 FLAGLER ROAD

ORMOND BEACH, FLORIDA 32174

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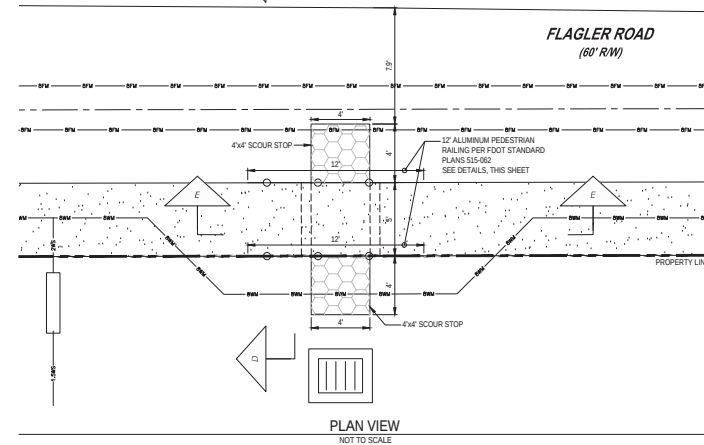
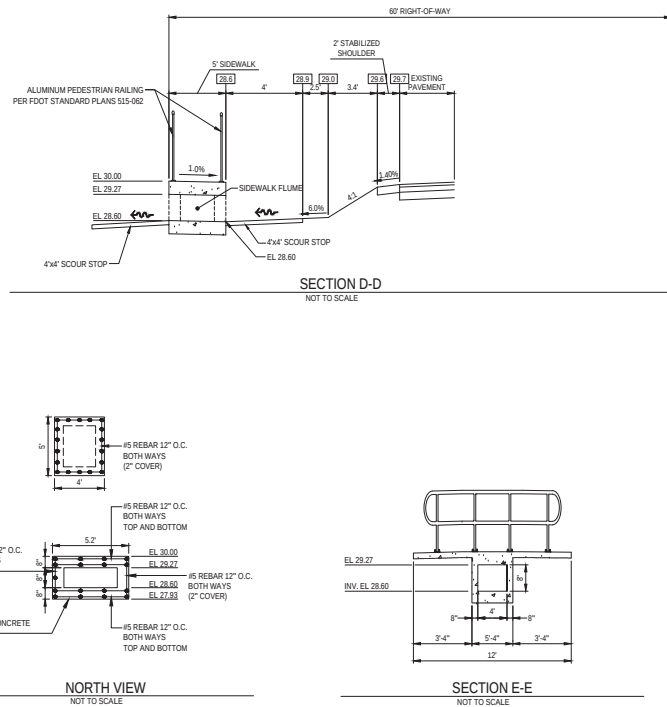
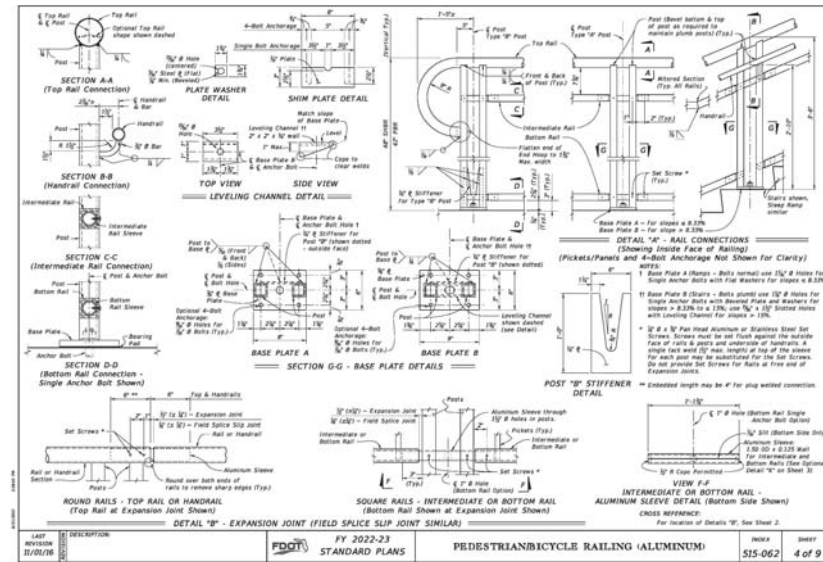
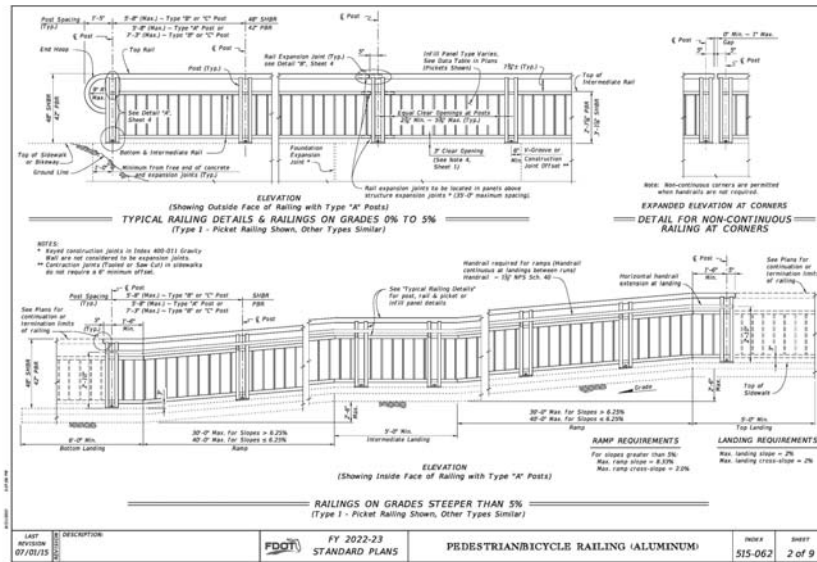
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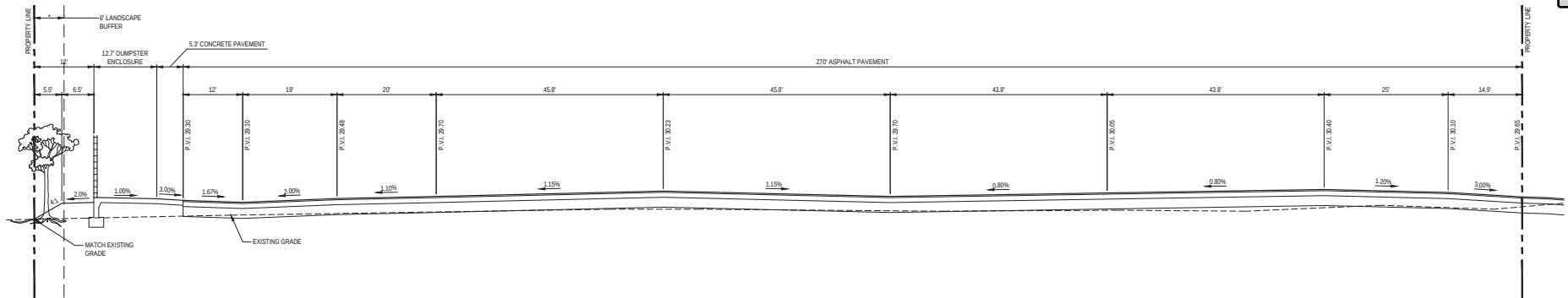
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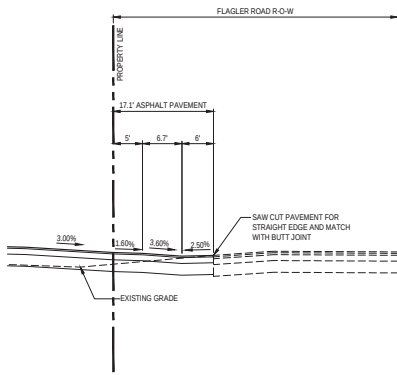
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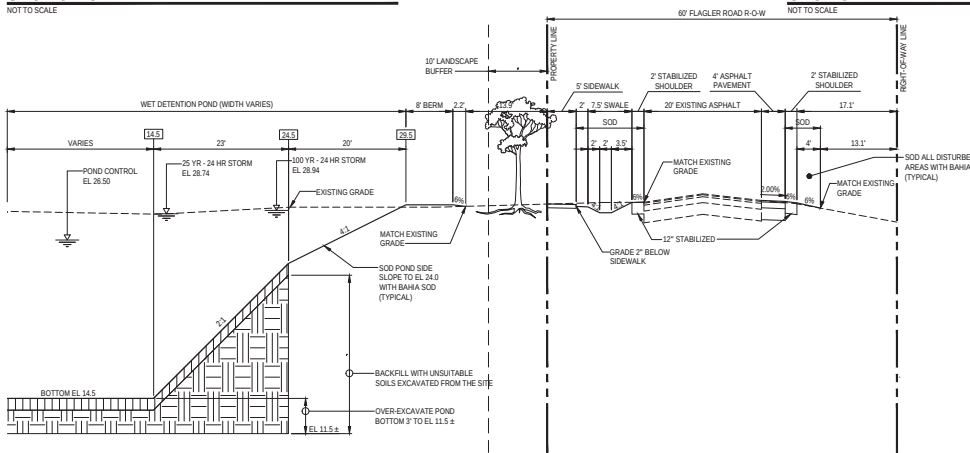
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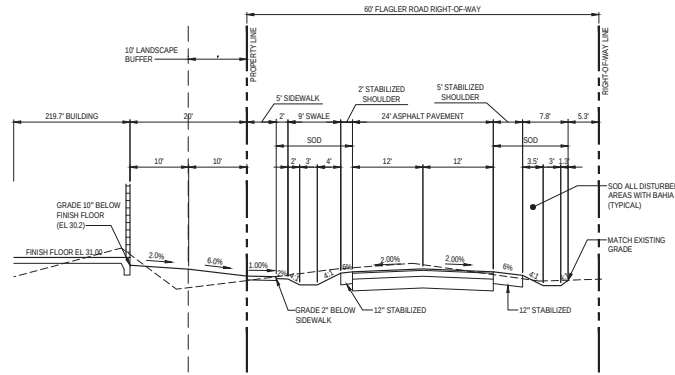
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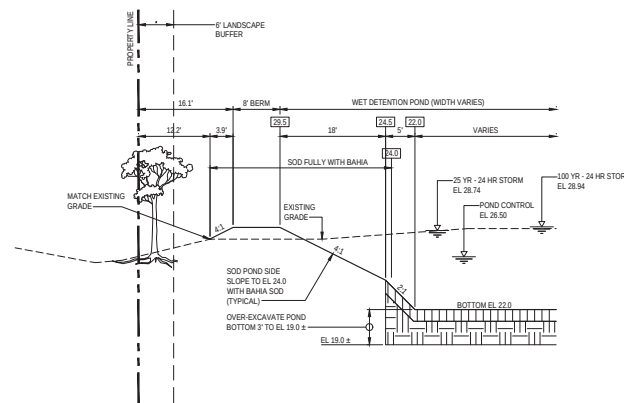
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SECTION D
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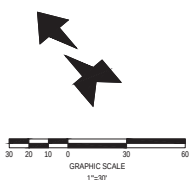
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SECTION E
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8/10/22 CITY COMMENTS

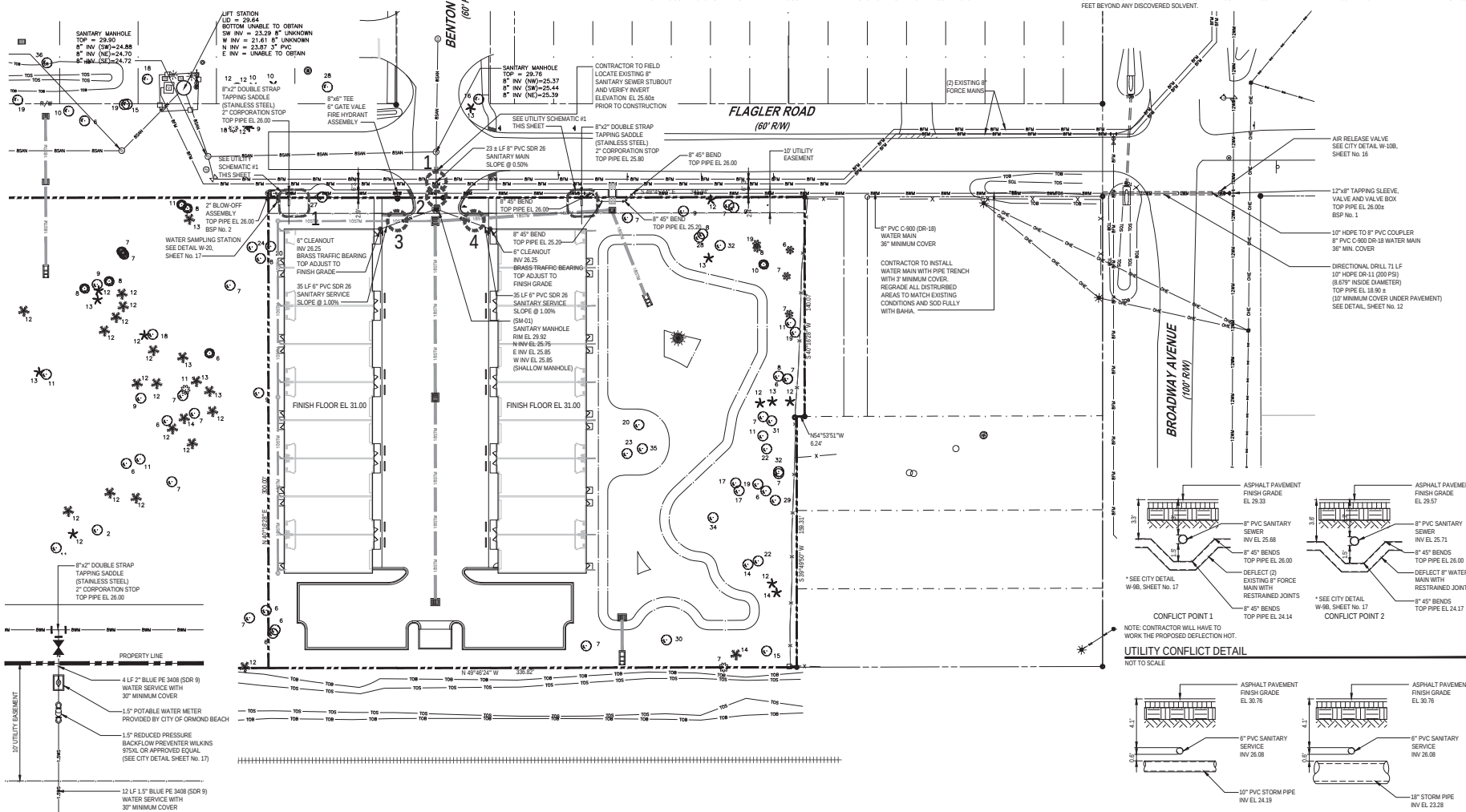


WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

PROPOSED UTILITY LEGEND	
FM	FORCE MAIN (# INDICATES SIZE)
FSM	SANITARY SEWER (# INDICATES SIZE)
PWS	POLYETHYLENE WATER SERVICE (# INDICATES SIZE)
WMS	WATER MAIN (# INDICATES SIZE)
GS	GAS SERVICE (# INDICATES SIZE)
EUC	UNDERGROUND ELECTRICAL CONDUIT (# 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 TELEVIEWED 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 (ENDOCRUST) 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

UTILITY CONFLICT DETAIL
NOT TO SCALE

UTILITY CONFLICT DETAIL
NOT TO SCALE

UTILITY CONFLICT DETAIL
NOT TO SCALE

UTILITY CONFLICT DETAIL
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UTILITY 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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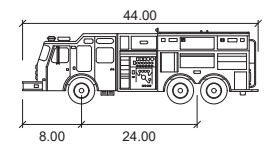
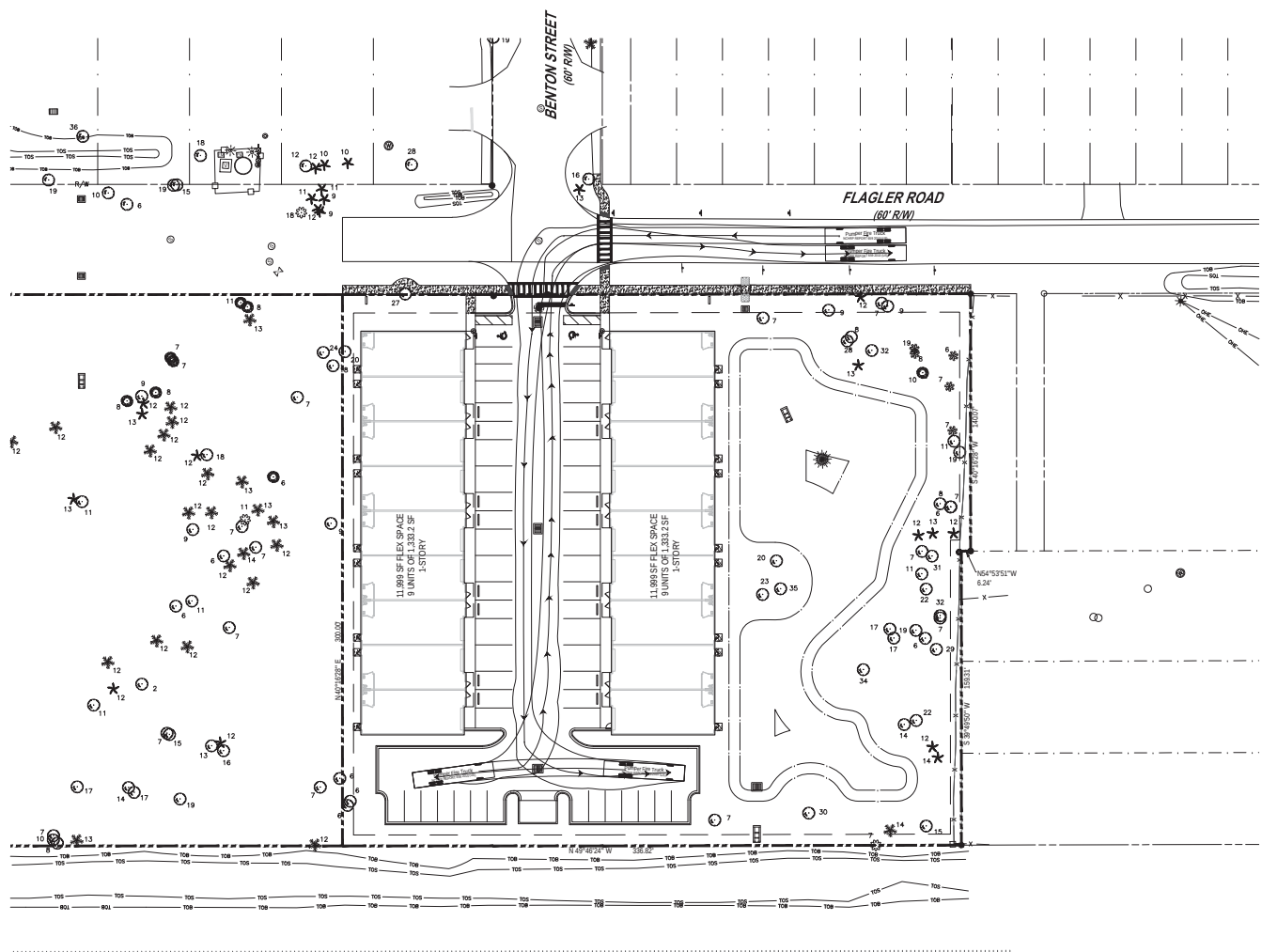
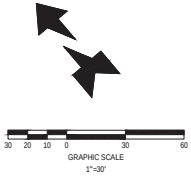
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CHECKED BY: HHN

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DRAWING NUMBER

11



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Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 37.8

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AUTOTURN TRUCK PLAN
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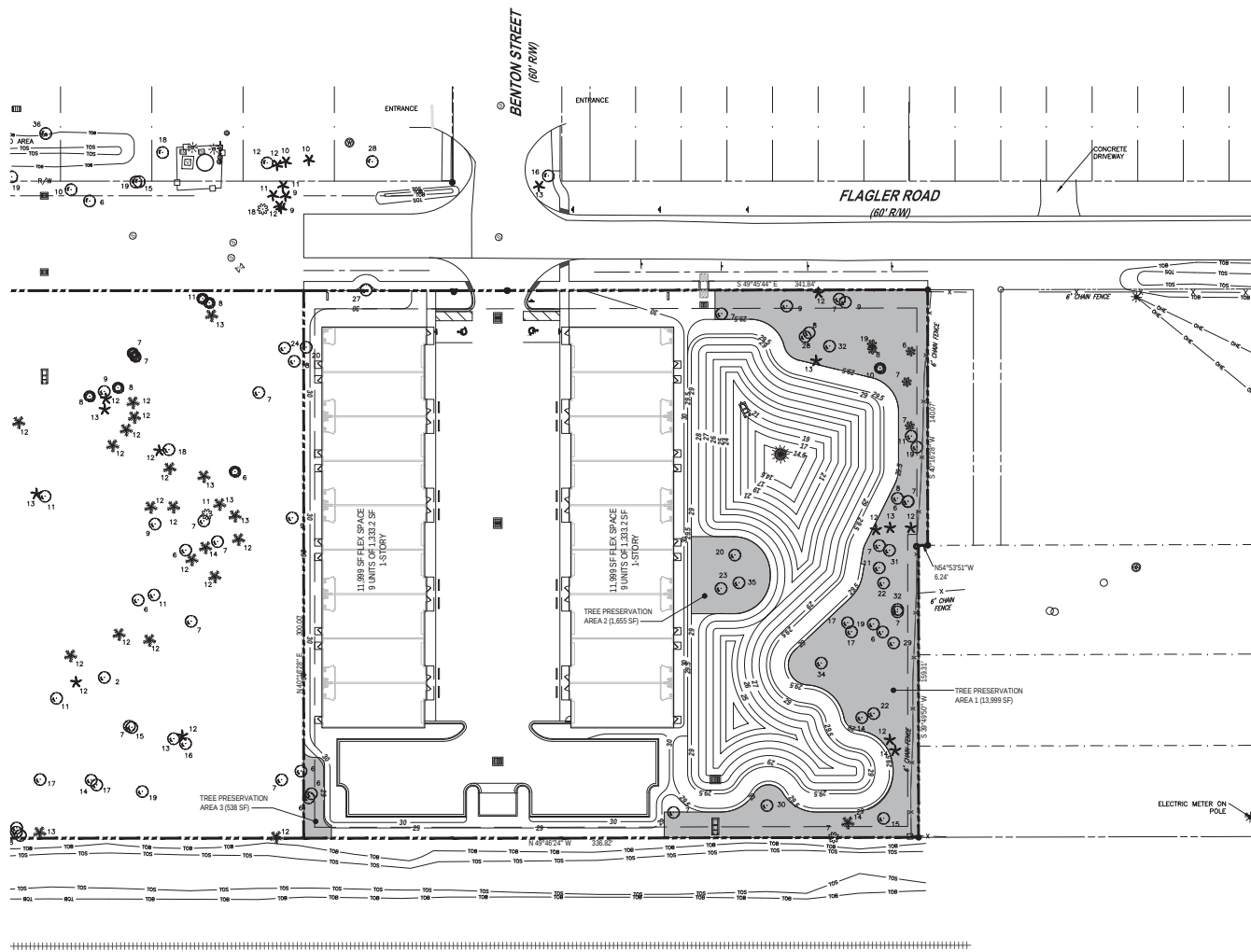
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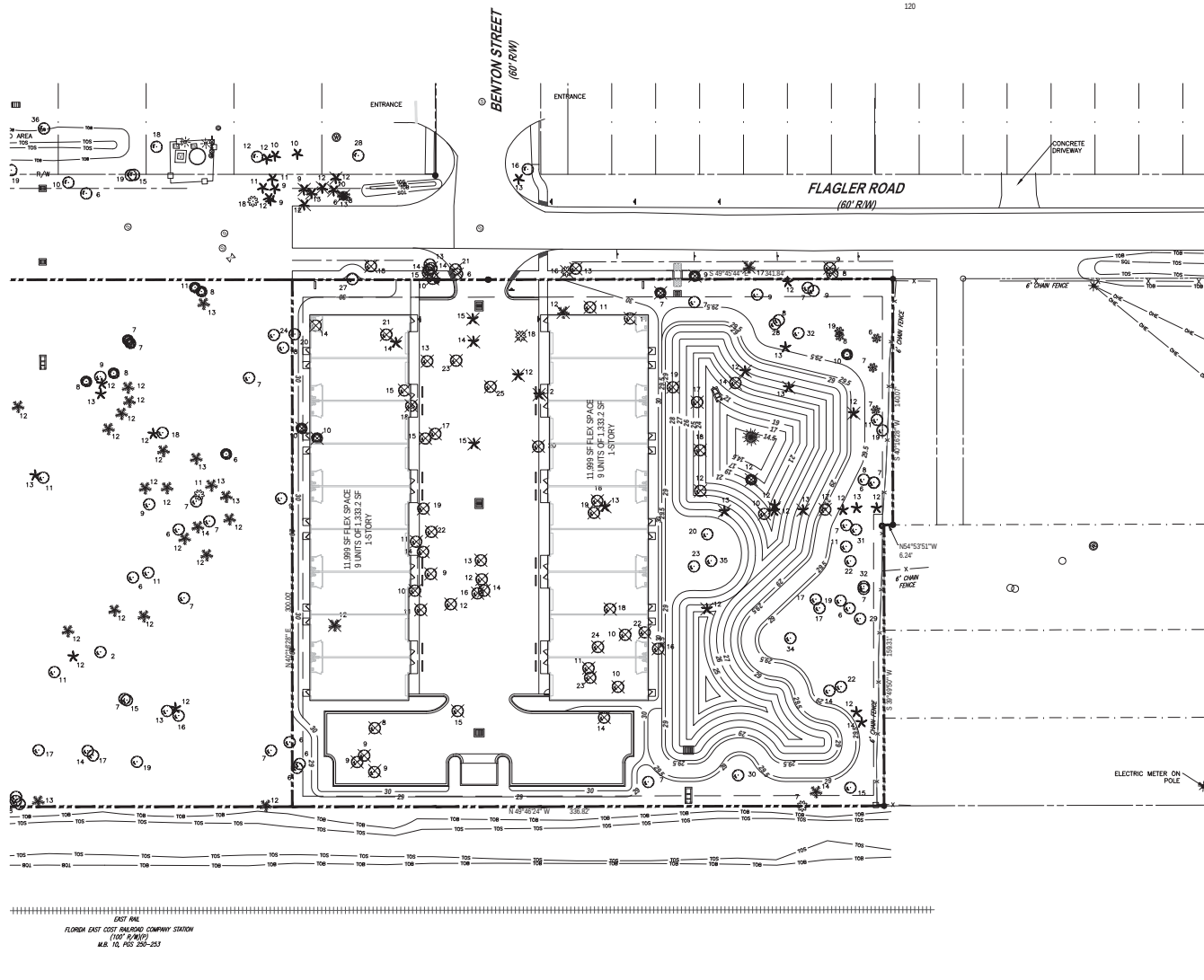
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SCALE: 1" = 30'
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	TOTAL
ASH TREE	5
CEDAR TREE	2
HACKBERRY TREE	5
OAK TREE	83
PALM TREE	22
PINE TREE	3
	120

PROTECTED TREE MITIGATION	
1. NUMBER OF PROTECTED TREES TO BE REMOVED DUE TO IMPERVIOUS 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, 14 / 2	7 trees
5. ENTER NUMBER OF TREES PROVIDED IN NUMBER 2	11 trees
6. 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	1	3	307.00	921.00
13"OAK	2	1	2	5	360.00	720.00
14"OAK	5	1	5	5	418.00	2,090.00
15"OAK	3	2	6	2	480.00	2,460.00
16"OAK	2	2	4	5	546.00	1,092.00
17"OAK	3	2	6	5	616.00	1,848.00
18"OAK	4	2	8	5	690.00	2,760.00
18"CEDAR	3	2	2	5	690.00	690.00
19"OAK	2	2	6	2	780.00	2,307.00
20"OAK	1	2	2	2	853.00	853.00
21"OAK	1	3	3	3	940.00	940.00
22"OAK	2	3	6	5	1,032.00	2,064.00
23"OAK	2	3	6	5	1,120.00	2,240.00
24"OAK	1	3	3	3	1,232.00	1,232.00
25"OAK	1	4	4	5	1,392.00	1,392.00
TOTAL	34		66		5	22,517.00

SPECIMEN TREES PRESERVED					
CAL # DBH	VARIETY	QTY	# OF 4.5" CAL TREES TO MITIGATE	TOTAL	TREE FUND TOTAL
140AK	1	1	1	1	\$418.00
150AK	1	2	2	2	\$480.00
170AK	1	2	2	2	\$616.00
200AK	2	2	2	2	\$769.00
220AK	2	2	2	2	\$853.00
230AK	2	3	3	3	\$1,032.00
270AK	1	4	4	4	\$1,120.00
280AK	1	4	4	4	\$1,554.00
290AK	1	4	4	4	\$1,671.00
300AK	1	5	5	5	\$1,782.00
310AK	1	5	5	5	\$1,919.00
320AK	2	6	6	6	\$2,038.00
330AK	2	6	12	12	\$2,183.00
340AK	2	6	6	6	\$2,449.00
350AK	1	7	7	7	\$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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DRAWN BY: NWS

CHECKED BY: HHN

SCALE: 1" = 30'

DRAWING NUMBER

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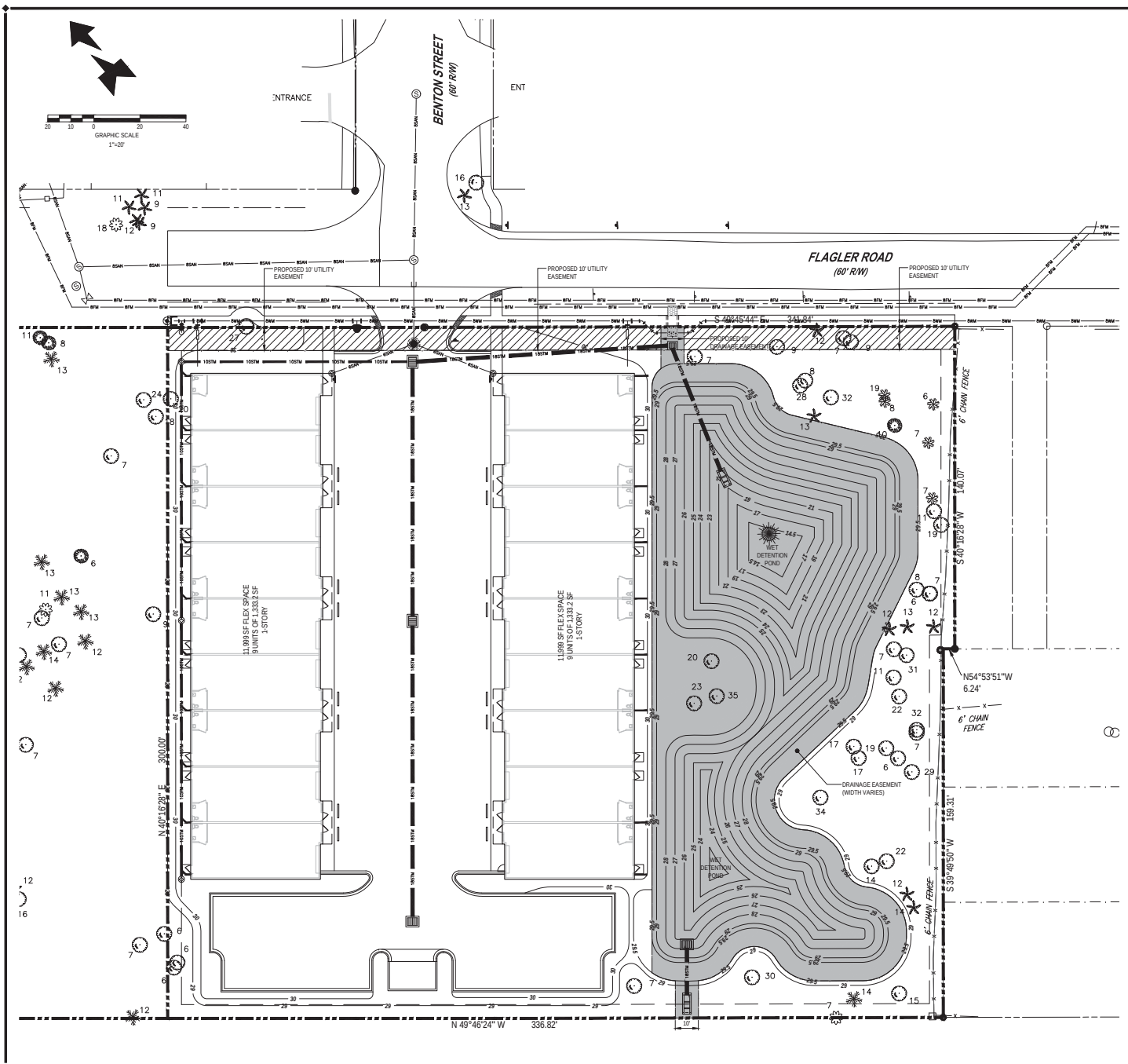
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EASEMENT LEGEND:

- PROPOSED DRAINAGE EASEMENT
- PROPOSED UTILITY EASEMENT

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EASEMENT PLAN

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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

DESIGN BY: HHR

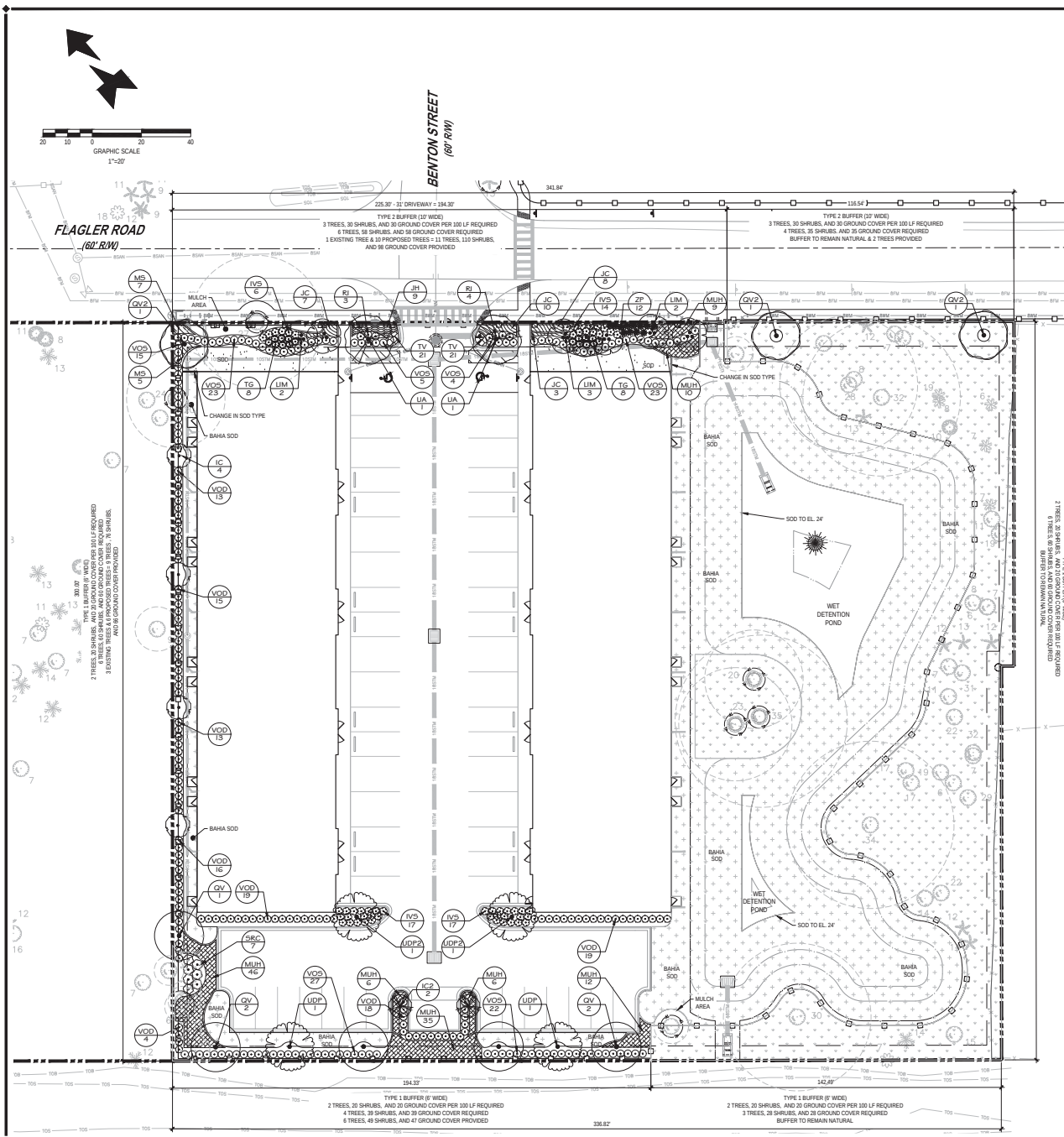
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SCALE: 1" = 20'

DRAWING NUMBER

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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				
IC	4	ILEX CASSINE	DANCOON HOLLY	2.5" CAL., 10' HT.
IC2	2	ILEX CASSINE	DANCOON HOLLY	3.5" CAL., 10' HT.
LIM	7	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	6" CAL. COMBINED, 10' HT.
SHRUBS				
HS	54	ILEX VOMITORIA 'STOKES DWARF'	STOKES DWARF YAWPOH HOLLY	30" O.C.
RI	7	RHAPHOLEPS INDICA	INDIAN HAWTHORN	3 GAL., 15" HT. X 15" SPRD.
SRC	7	SERENIA REPENS 'CINEREA'	SILVER SAW PALMETTO	3 GAL., 15" HT. X 15" SPRD.
TO	18	THYSALEUS GALICA	THYSALEUS	3 GAL.
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	32	ZAMIA PAULINA	COONTIE CYPRESS	30" O.C.
GROUND COVERS				
JC	28	JUNIPERUS CONFERTA	SHORE JUNIPER	1 GAL.
JH	9	JUNIPERUS HORIZONTALIS 'BLUE RUG'	BLUE RUG JUNIPER	3 GAL.
MS	12	MIMOSA STROGILLISA	SUNSHINE MIMOSA	1 GAL.
MUH	124	MULLENBERGIA CAPILLARIS	PINK MUHLY GRASS	3 GAL.
TV	42	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL.

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

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LANDSCAPE PLAN
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FLEX SPACE
FOR FLAGLER ROAD
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DATE: JUNE 2022
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DRAWN BY: BWV
CHECKED BY: LAA
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	FOOT 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
FOEP 1002 SELF-CERTIFICATION (STORMWATER)	0424609003LEG
FOEP WASTEWATER	.
FOEP (NPDES NOI)	.
FOOT (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.

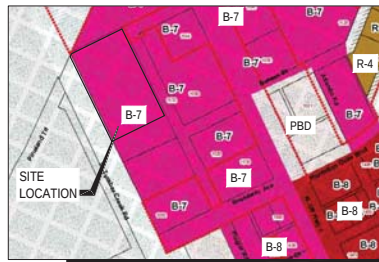
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FLOOD ZONE MAP

SCALE: 1" = 800'

FLOOD ZONE "X" PER FEMA MAP PANEL NO. 12127C0184 K, DATED SEPTEMBER 29, 2017



GRAPHIC SCALE

ON-SITE TREE LEGEND:

	TOTAL
ASH TREE	10
CEDAR TREE	11
HACKBERRY TREE	6
OAK TREE	49
PALM TREE	34
PINE TREE	67
	189

BENCHMARK INFORMATION:

VERTICAL DATA
ELEVATIONS REFER TO (NAD 83) NORTH AMERICA
VERTICAL DATUM 1988. BENCHMARK IS A NATIONAL
GEODETIC SURVEY (NGS) POINT, DESIGNATION X 266,
RD. 40555, ELEVATION 29.48 FEET.

DEMOLITION AND SWPPP NOTES:

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 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 CLEARED 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 MOT 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 DOWATERING IS TO OCCUR DURING ANY PHASE OF CONSTRUCTION THEN DOWATERING ACTIVITY SHALL ADHERE TO CHAPTER 40C-24 FAC MORE SPECIFICALLY AS FOLLOWS PER 40C-24.000(4) A "NOTICED GENERAL SHORT-TERM DOWATERING PERMIT" IS REQUIRED "ONLY IF" DOWATERING EXCEEDS 4 MILLION GALLONS PER DAY. EXCEPT DURING THE FIRST 120 HOURS OF DOWATERING WHEN THE DAILY AND INSTANTANEOUS PUMPAGE RATES SHALL NOT EXCEED 6 MILLION GALLONS PER DAY. AVERAGE DAILY WITHDRAWAL SHALL NOT EXCEED 2 MILLION GALLONS PER DAY FOR THE FIRST 60 DAYS OF THE DOWATERING ACTIVITY AND SHALL NOT EXCEED ONE MILLION GALLONS PER DAY OF A 180-DAY DURATION. EACH SPECIFIC DOWATERING PROJECT SHALL NOT EXCEED 180 DAYS. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE ANY DOWATERING 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-22 FAC AND BE SOLELY RESPONSIBLE FOR OBTAINING AND SUBMITTING FORM RDS-50 TO SURPASS A MINIMUM OF 30 DAYS PRIOR TO ANY DOWATERING ACTIVITY. SUBMITTAL OF FORM RDS-50 IS NOT REQUIRED IF DOWATERING 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 DOWATERING 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 EARTHWORK OPERATIONS. COVER AREA WITH LIGHT COATING OF WATER OR OTHER APPROVED METHOD.

LAND ALTERATION / TREE PRESERVATION NOTES:

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 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) A300 PRUNING STANDARDS.
3. OAK TREES LARGER THAN 36 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) A300 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. 6)
- TP — PROPOSED TREE BARRICADE (SEE DETAIL SHEET NO. 6)
- PROPOSED AGGREGATE
- 6" EXISTING TREE (6" 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.

9.D.e

1230 North US1, Suite 3
Ormond Beach, Florida 32174
CA # 30029
LC # 00033
NEWKIRK ENGINEERING
Civil Engineering
Transposition, CEI &
Landscape Architecture

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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

4

DEMOLITION AND SWPPP PLAN
NORTH INTERCHANGE STATION
540 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

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DATE: JUNE 2022

DESIGN BY: HHN
DRAWN BY: NWS
CHECKED BY: HHN

SCALE: 1" = 30'
DRAWING NUMBER

4

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 2022 / 2023 EDITION OF THE FOOT DESIGN STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2022 EDITION OF THE FOOT UTILITY ACCOMMODATION MANUAL AND FOOT STANDARD PLANS FY 2022-23.
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 CONSTRUCTION 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 DEFECTIVE.
7. ALL STRIPING WITHIN THE FOOT RIGHT-OF-WAY SHALL BE PREFORMED THERMOPLASTIC.
8. ALL CONCRETE SHALL BE AN APPROVED FOOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED INSIDE FOOT ROW 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 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.
14. ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAMA.
15. THE CONTRACTOR SHALL ENSURE THAT ALL SIDEWALKS AND CROSSWALKS CONFORM TO THE CURRENT 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. 711-001.
 18. 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 DETECTOR SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. EQUIPMENT SHALL ONLY DETECT THE INTENDED MOVEMENT.
 19. THERE SHALL BE NO SR 40 (W GRANDA BOULEVARD) 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 VIDEO DETECTION FOR SIGNAL WHILE LOOPS ARE DISTURBED DURING MILLING AND RESURFACING.

LEGEND:

- 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)
- TREE TO BE REMOVED
- CONCRETE PAVEMENT REMOVAL
- ASPHALT PAVEMENT REMOVAL
- 1" MILL AVERAGE DEPTH ASPHALT PAVEMENT

BENCHMARK INFORMATION:

VERTICAL DATA
ELEVATIONS REFER TO (NAD 83) NORTH AMERICA
VERTICAL DATUM 1988. BENCHMARK IS A NATIONAL
GEODETIC SURVEY (NGS) POINT, DESIGNATION X 268.
RD: AQUILA, ELEVATION 29.48 FEET.

R-O-W TREE LEGEND:

TREE	TOTAL
CEDAR TREE	11
ELM TREE	1
HACKBERRY TREE	12
OAK TREE	14
PALM TREE	23
PINE TREE	15
UNKNOWN TREE	2
	48

NORTH U.S. HIGHWAY 1
(160' ROW/55 MPH)

DEMOLITION AND SWPPP NOTES:

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 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 APPROPRIATE 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 MATCHED 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. SOLS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION, BLINDING SAND AND THE IMPACT TO NEIGHBORING PROPERTIES.
11. THE CONTRACTOR SHALL PROVIDE THE ENGINEER, CITY A MOT 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 HOURS 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 DRAINAGE ACTIVITY SHALL ADHERE TO CHAPTER 40C-24 F.A.C. MORE SPECIFICALLY AS FOLLOWS: PER 40C-24.000(4) "NOTICED GENERAL SHORT-TERM DRAINAGE PERMIT" IS REQUIRED "ONLY IF" DRAINAGE EXCEEDS 4 MILLION GALLONS PER DAY, EXCEPT DURING THE FIRST 12 HOURS OF DRAINAGE. DRAINAGE EXCEEDS 4 MILLION INSTANTANEOUS PUMPAGE 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 30-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-24 F.A.C. AND BE SOLELY RESPONSIBLE FOR OBTAINING AND SUBMITTING FORM RDS-50 TO SUBMIT A MINIMUM OF 10 DAYS PRIOR TO ANY DRAINAGE 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 SEEDMENT FROM LEAVING THE CONSTRUCTION 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 DRAINAGE OPERATION. CONTRACTOR SHALL TAKE MEASURES TO PREVENT TURBIDITY.
9. IF INSTALLATION OF SOIL SEDIMENT FENCE IS INTERRUPTED BY WEATHER OR 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 EARTHWORK OPERATIONS. COVER AREA WITH LIGHT COATING OF WATER OR OTHER APPROVED METHOD.

LAND ALTERATION / TREE PRESERVATION NOTES:

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 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) A300 PRUNING STANDARDS.
3. OAK TREES LARGER THAN 36 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) A300 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.

VOLUSIA COUNTY NOTES:

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (904) 758-8888 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 REBACCATION OR OTHER MEASURES NECESSARY FOR THE PROTECTION OF WORK.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (904) 758-5988 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 (904) 238-6358 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS) WITHIN THE COUNTY RIGHT-OF-WAY. NORMALLY BE CONDUCTED 7:05 AM TO 5:00 PM MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEERING DIVISION. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEERING DIVISION.
4. 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 STANDARDS INDEX NO. 800. 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% GRADE.
5. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR PREEXISTING DRIVEWAYS. SIDEWALKS SHALL BE NO DEEPER THAN 18 INCHES. CONSTRUCTION VEHICLES RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
6. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING DIVISION. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FOOT DESIGN STANDARD INDEX NO. 800.
7. 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.

9.D.e

8/2022 CITY COMMENTS

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www.newkirk-engineering.com
CA # 30200
FL # 12003
Civil Engineering
Transportation, Civil &
Landscape Architecture

NEWKIRK
ENGINEERING

OFF SITE SWPPP 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

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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

5

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 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 (8" 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 (INDEXES), 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. 700-001, 700-001, 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" 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" 12" ROUND ALUMINUM POSTS. 1/2" CHANNEL POSTS MAY BE USED FOR SIGNS SMALLER THAN 36"x48". ALL SPEED LIMIT SIGNS SHALL BE 36"x60".

STRIPING KEYNOTES:

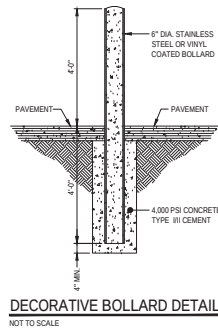
- 6" SOLID WHITE LINE
- 6" SOLID YELLOW LINE
- 6" SOLID YELLOW LINE, 4" O.C. @ 45°
- 6" SOLID YELLOW LINE, 10" O.C. @ 45°
- 24" WHITE STOP BAR
- 12"x6" WHITE SPECIAL EMPHASIS CROSSWALK (THERMOPLASTIC)
- 24" ADA DETECTABLE WARNING MAT

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.

9.D.e

82022	CITY COMMENTS
82022	CITY COMMENTS

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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. & 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

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)
12" STABILIZED SUBGRADE (LBR-40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION)

*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 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, 700-001, 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"X48".

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) 738-6938 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% MINIMUM CROSS SLOPE PER ADA STANDARDS.
- DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PREEXISTING WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL, PLACEMENT OR STORAGE OF ANY KIND COMMITTED 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.

9.D.e

8202 CITY COMMENTS

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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

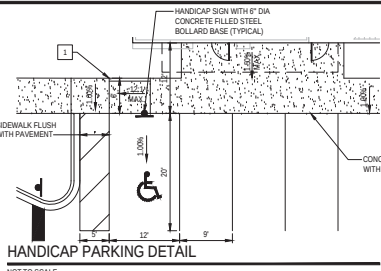
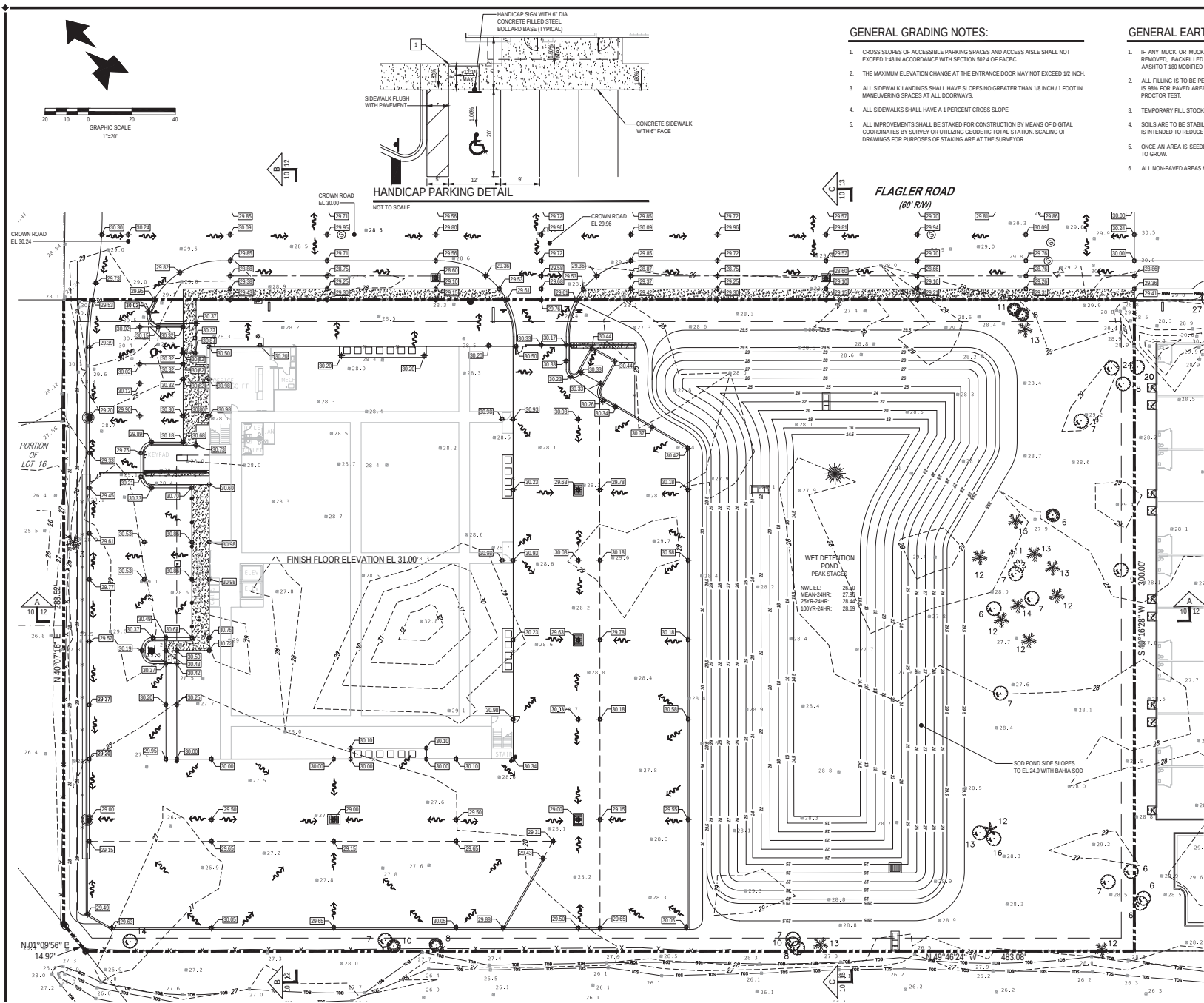
DRAWN BY: NWS

CHECKED BY: HHN

SCALE: 1" = 30'

DRAWING NUMBER

8



- 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:**
- 1 SIDEWALK CURB RAMP C (SEE DETAIL, SHEET NO. 2)

BENCHMARK INFORMATION:

VERTICAL DATA
ELEVATIONS REFER TO (NAVD 83) NORTH AMERICA VERTICAL DATUM 1983. 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.

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CA # 20029
LC # 2003
Civil Engineering
Transportation, Civil & Landscape Architecture

NEWKIRK ENGINEERING

GRADING PLAN
NORTH INTERCHANGE STORAGE
540 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

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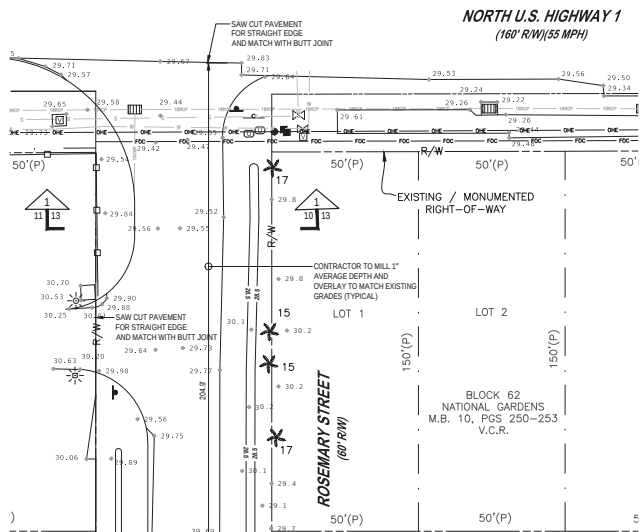
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No: 2022-101
DATE: JUNE 2022
DESIGN BY: HRN
DRAWN BY: NWS
CHECKED BY: HRN
SCALE: 1" = 20'
DRAWING NUMBER

10



WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

GENERAL GRADING NOTES:

1. CROSS SLOPES OF ACCESSIBLE PARKING SPACES AND ACCESS AISLE SHALL NOT EXCEED 1:8 IN ACCORDANCE WITH SECTION 902.4 OF F.A.C.
2. THE MAXIMUM ELEVATION CHANGE AT THE ENTRANCE DOOR MAY NOT EXCEED 12 INCH.
3. ALL SIDEWALK LANDINGS SHALL HAVE SLOPES NO GREATER THAN 1/8 INCH / 1 FOOT IN MANEUVERING SPACES AT ALL DOORWAYS.
4. ALL SIDEWALKS SHALL HAVE A 1 PERCENT CROSS SLOPE.
5. 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:

1. 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.
2. 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.
3. TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
4. 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.
5. ONCE AN AREA IS SEEDS OR SOODED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
6. ALL NON-PAVED AREAS MUST BE PLANTED, GRASSED, OR MULCHED.

GRADING LEGEND:

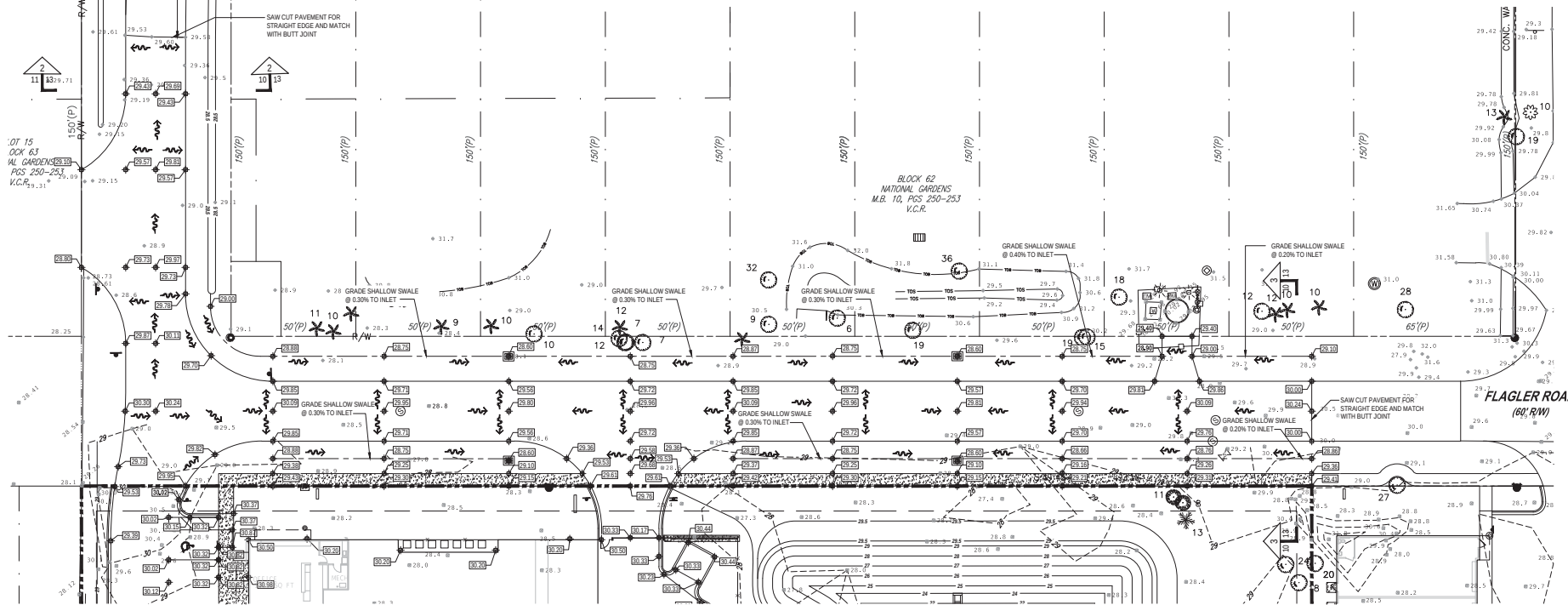
- EXISTING CONTOUR
- #- PROPOSED CONTOUR
- DRAINAGE FLOW ARROW
- * EXISTING SPOT ELEVATION
- * PROPOSED SPOT ELEVATION

CURB RAMP LEGEND:

- 1 SIDEWALK CURB RAMP C (SEE DETAIL SHEET NO. 15)
- 2 SIDEWALK CURB RAMP E (SEE DETAIL SHEET NO. 19)

BENCHMARK INFORMATION:

VERTICAL DATA
ELEVATIONS REFER TO (NAVD 88) NORTH AMERICA
VERTICAL DATUM 1988. BENCHMARK IS A NATIONAL
GEODETIC SURVEY (NGS) POINT, DESIGNATION X 266.
PID: A0250, ELEVATION 29.48 FEET.



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REVISION	DATE

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OFFSITE GRADING 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

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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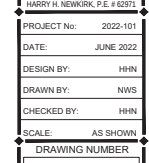
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REQUIRED FIRE FLOW:

*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: 110,000 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 (I INDICATES SIZE)
SM	SANITARY SEWER (I INDICATES SIZE)
PM	POLYETHYLENE WATER SERVICE (I INDICATES SIZE)
WM	WATER MAIN (I INDICATES SIZE)
GS	GAS SERVICE (I INDICATES SIZE)
UE	UNDERGROUND ELECTRICAL CONDUIT (I INDICATES SIZE)

1 UTILITY CONFLICT (SEE DETAIL THIS SHEET)



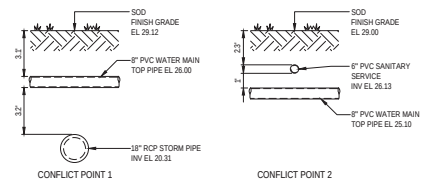
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GENERAL WATER NOTES:

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 (ASTM-D1557).
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.

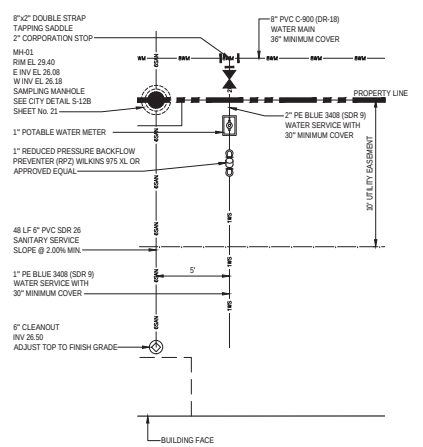
GENERAL SEWER NOTES:

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, 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 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 ASTM-D1557 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

NOT TO SCALE



UTILITY SCHEMATIC DETAIL No. 1

NOT TO SCALE

9.D.e

8/20/22 CITY COMMENTS

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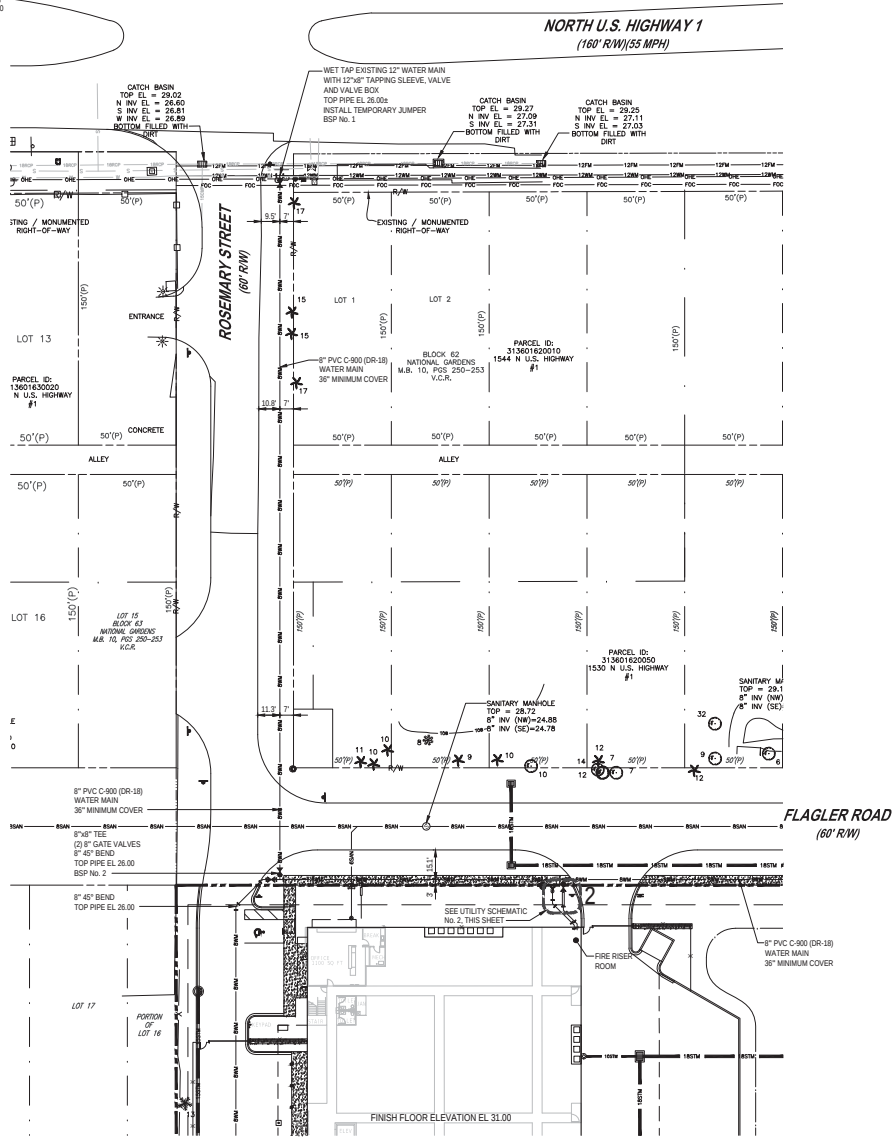
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GENERAL WATER NOTES:

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 FDWP 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 (ASTM-D1586).
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 55 (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.
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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:

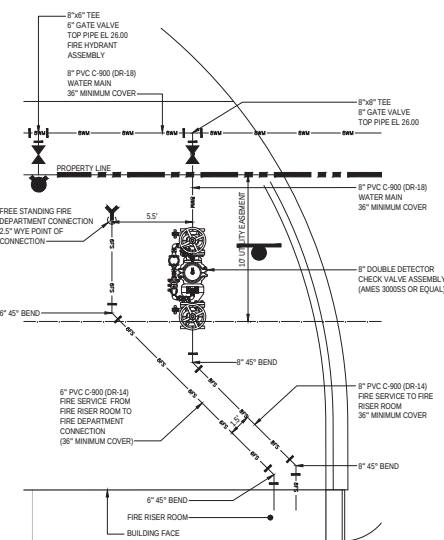
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3. ALL SANITARY SEWER LINES SHALL BE PVC SDR 35 DUE TO THE MINIMUM AMOUNT OF COVER, WATER LINES, RECLAIMED LINES AND STORM DRAINAGE CROSSINGS SHALL FOLLOW THE C-900 OR CONCRETE ENCASEMENT REQUIREMENT PER THESE STANDARDS AND AS FDP REQUIREMENTS.
4. SEWER LINE CONSTRUCTION SHALL BE COMPLETED 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, DEWATER 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, 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.
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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 ASTM D-1557 MODIFIED PROCTOR TEST.
10. ALL TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CONTRACTOR.
11. GRAVITY MAINS MUST HAVE A TELEVIEWED 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 1,200 GALLONS.
14. PLUMBING CONTRACTOR SHALL INSTALL TANK AND COORDINATE PIPE INVERTS TO BUILDING WITH UTILITY CONTRACTOR.

PROPOSED UTILITY LEGEND

- | | |
|----------|---|
| 8" W | FORCE MAIN (# INDICATES SIZE) |
| 8" SW | SANITARY SEWER (# INDICATES SIZE) |
| 8" W (P) | POLYETHYLENE WATER SERVICE (# INDICATES SIZE) |
| 8" W | WATER MAIN (# INDICATES SIZE) |
| 8" GS | GAS SERVICE (# INDICATES SIZE) |
| 8" E | UNDERGROUND ELECTRICAL CONDUIT (# INDICATES SIZE) |

FLAGLER ROAD
(60' R/W)

UTILITY SCHEMATIC DETAIL No. 2
NOT TO SCALE



WARNING !!
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WFLA # 20008
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OFFSITE UTILITY PLAN
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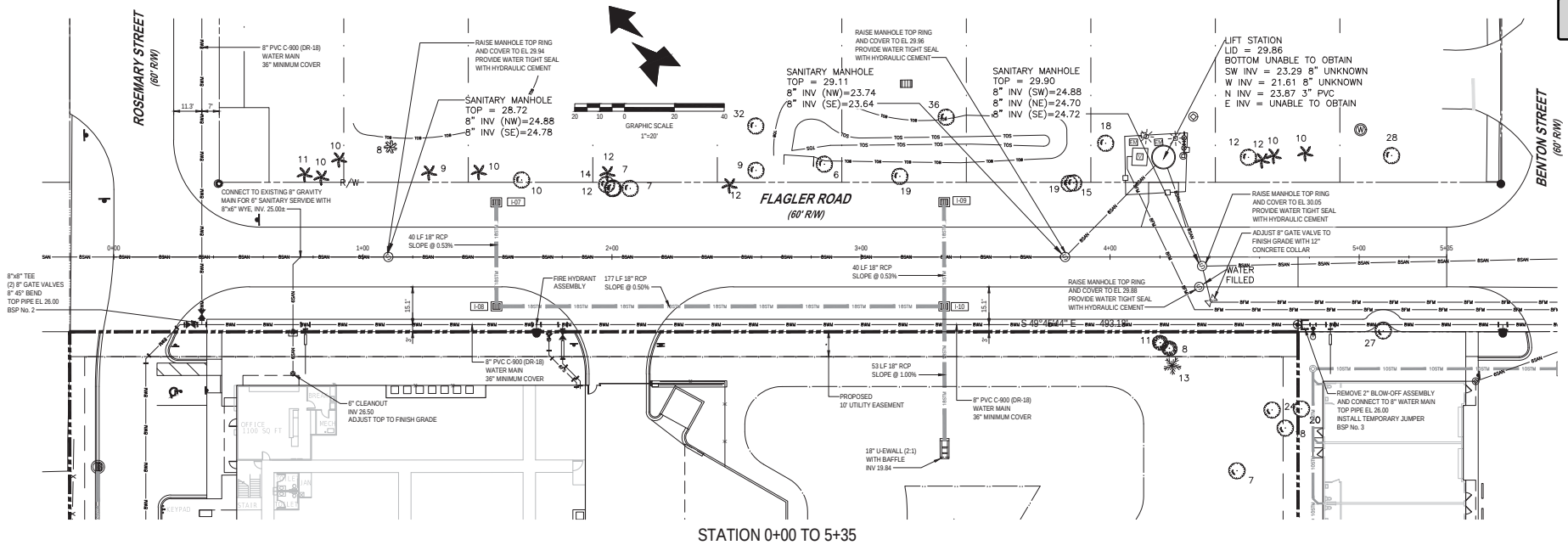
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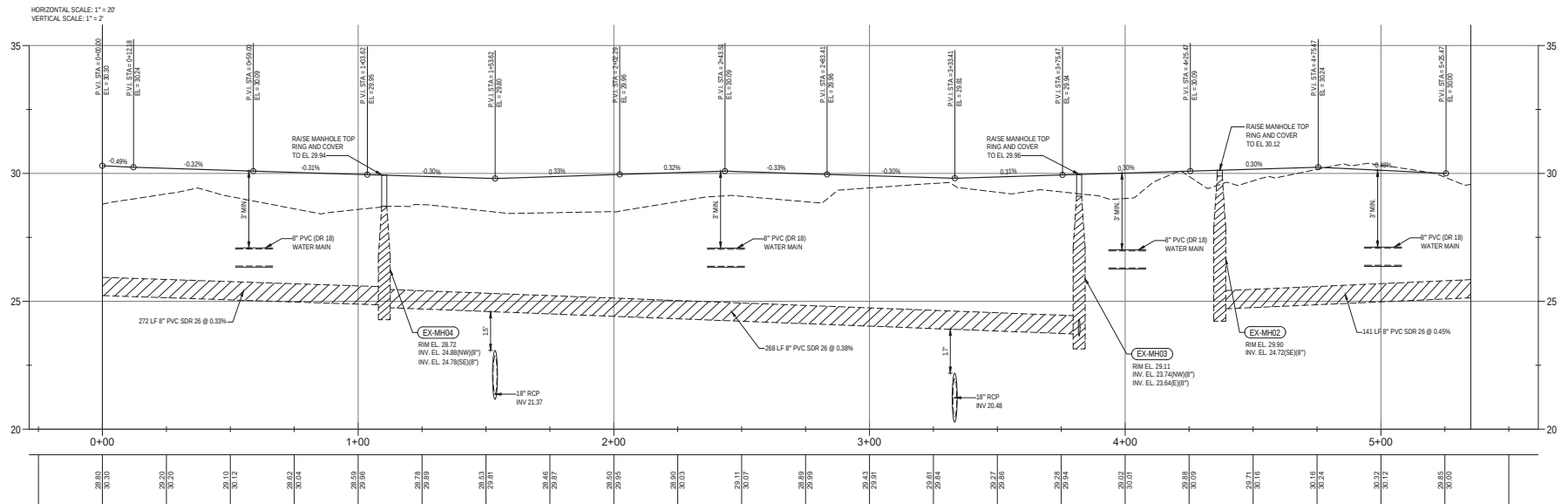
SCALE: 1" = 30'

DRAWING NUMBER

15



STATION 0+00 TO 5+35



9.D.e

2022 CITY COMMENTS

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STATE OF
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PROFESSIONAL ENGINEER

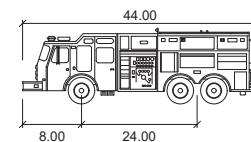
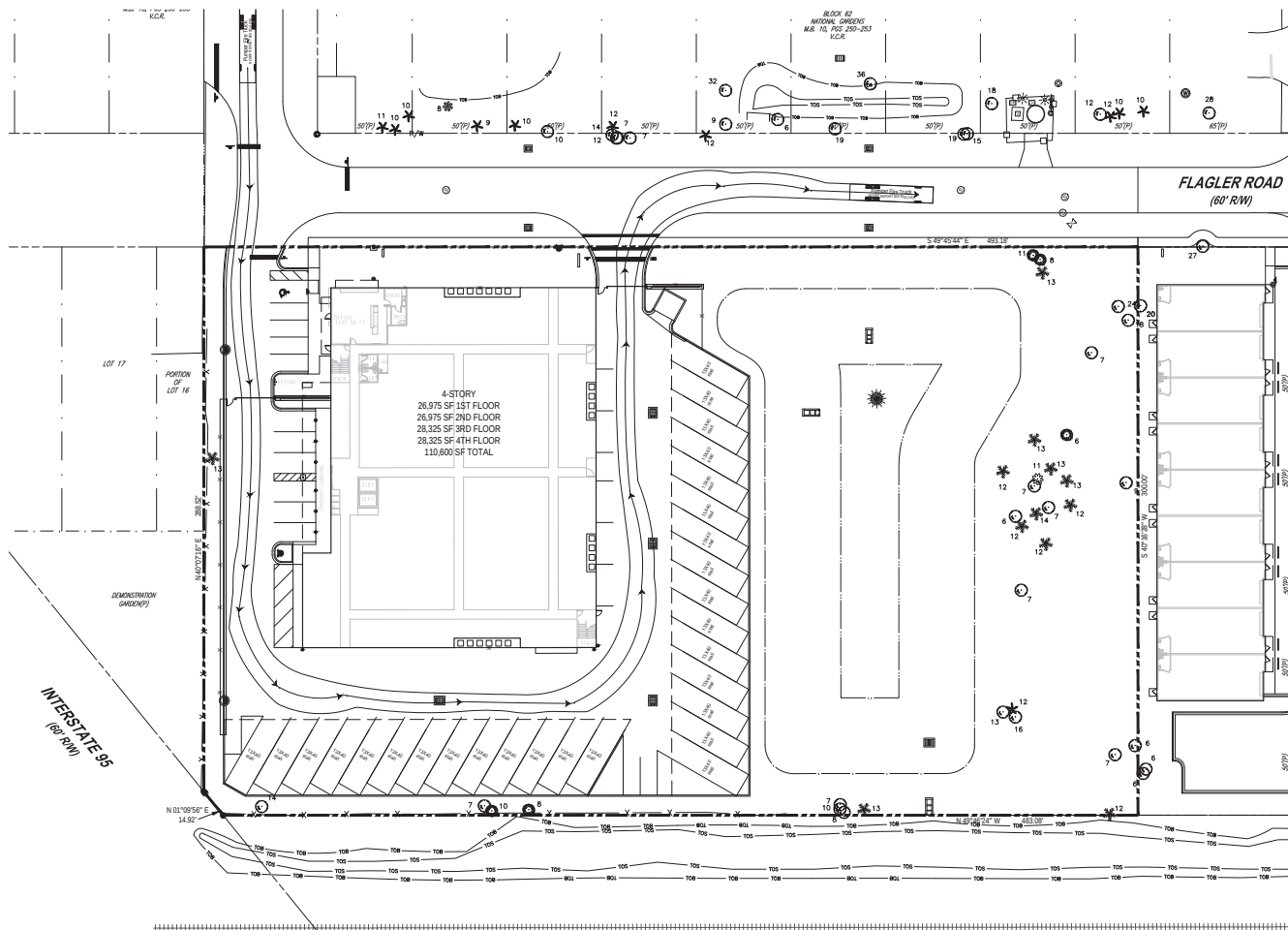
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ROSEMARY STREET
(60' R/W)



Pumper Fire Truck

	feet
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 37.8

9.D.e

8/22/22 CITY COMMENTS

1230 North US1, Suite 3
Ormond Beach, Florida 32174

1230 North US1, Suite 3
Ormond Beach, Florida 32174

Phone (386) 872-7794
www.NewDirk-Engineering.com

C.A. # 30209
I.C. # 3000654

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L.C. # 2009-0008

Civil Engineering,
Transportation, CEI &

Landscape Architecture

1

NEWKIRK

AUTOTURN TRUCK PLAN
NORTH INTERCHANGE STORAGE

540 FLAGLER ROAD

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HARRY NEWKIRK, PE # 62971 ON

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HARRY H. NEWKIRK
LICENSE
NO. 62971
★
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
HARRY H. NEWKIRK P.E. #62971

PROJECT No: 2022-101

DATE: JUNE 2022

DESIGN BY: HHN

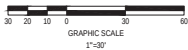
DRAWN BY: NWS

CHECKED BY: HHN

SCALE: 1" = 30'

DRAWING NUMBER

25



ROSEMARY STREET
(60' R/W)

BLOCK 62
NATIONAL GREENS
M.R. 10, PDS 250-253
1/24/21

FLAGLER ROAD
(60' R/W)

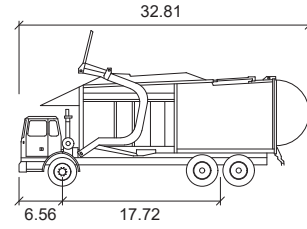
LOT 17

PORTION OF LOT 16

4-STORY
26,975 SF 1ST FLOOR
26,975 SF 2ND FLOOR
28,325 SF 3RD FLOOR
28,325 SF 4TH FLOOR
110,600 SF TOTAL

INTERSTATE 95
(60' R/W)

N 01°09'50" E
14.52'



Waste Collection Truck

feet

Width	: 8.53
Track	: 8.53
Lock to Lock Time	: 6.0
Steering Angle	: 27.7

9.D.e

8/24/22 CITY COMMENTS

1230 North US1, Suite 3
Ormond Beach, Florida 32174
www.newkirk-engineering.com
CA # 20029
LC # 2003
Civil Engineering
Transportation, Civil &
Landscape Architecture



AUTOTURN TRUCK 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

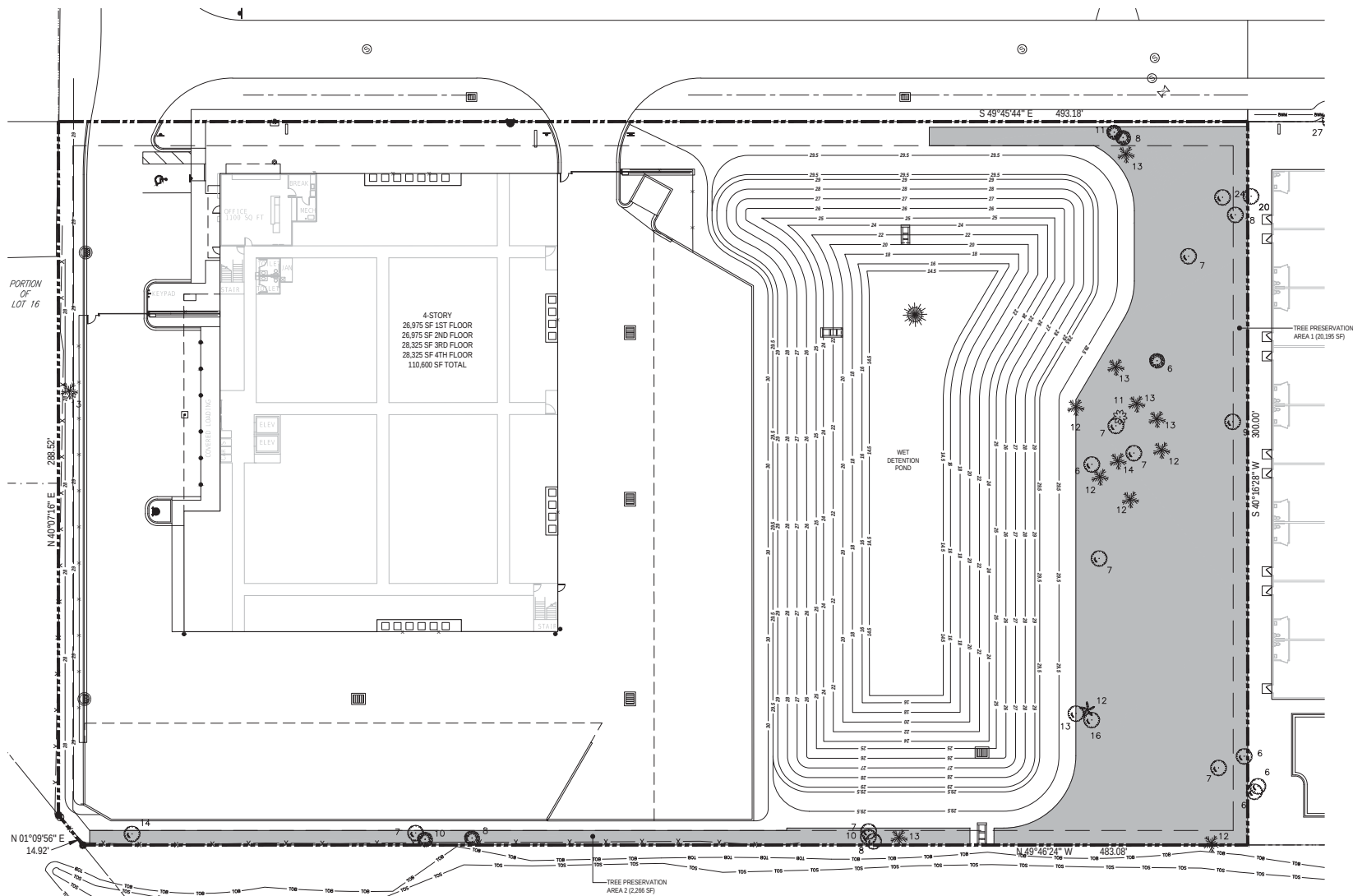
DRAWN BY: NWS

CHECKED BY: HHN

SCALE: 1" = 30'

DRAWING NUMBER

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%)

8/2/22	CITY COMMENTS

1230 North US1, Suite 3
 Miramar Beach, Florida 32174
 Phone (386) 872-7794
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PROJECT No: 2022-101

DATE: JUNE 2022

DESIGN BY: HHN

DRAWN BY: NWS

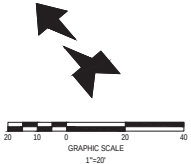
CHECKED BY:	HHN
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STRENGTH BY:	10000
SCALE:	45 - 201

SCALE: 1" = 20'

DRAWING NUMBER

26



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

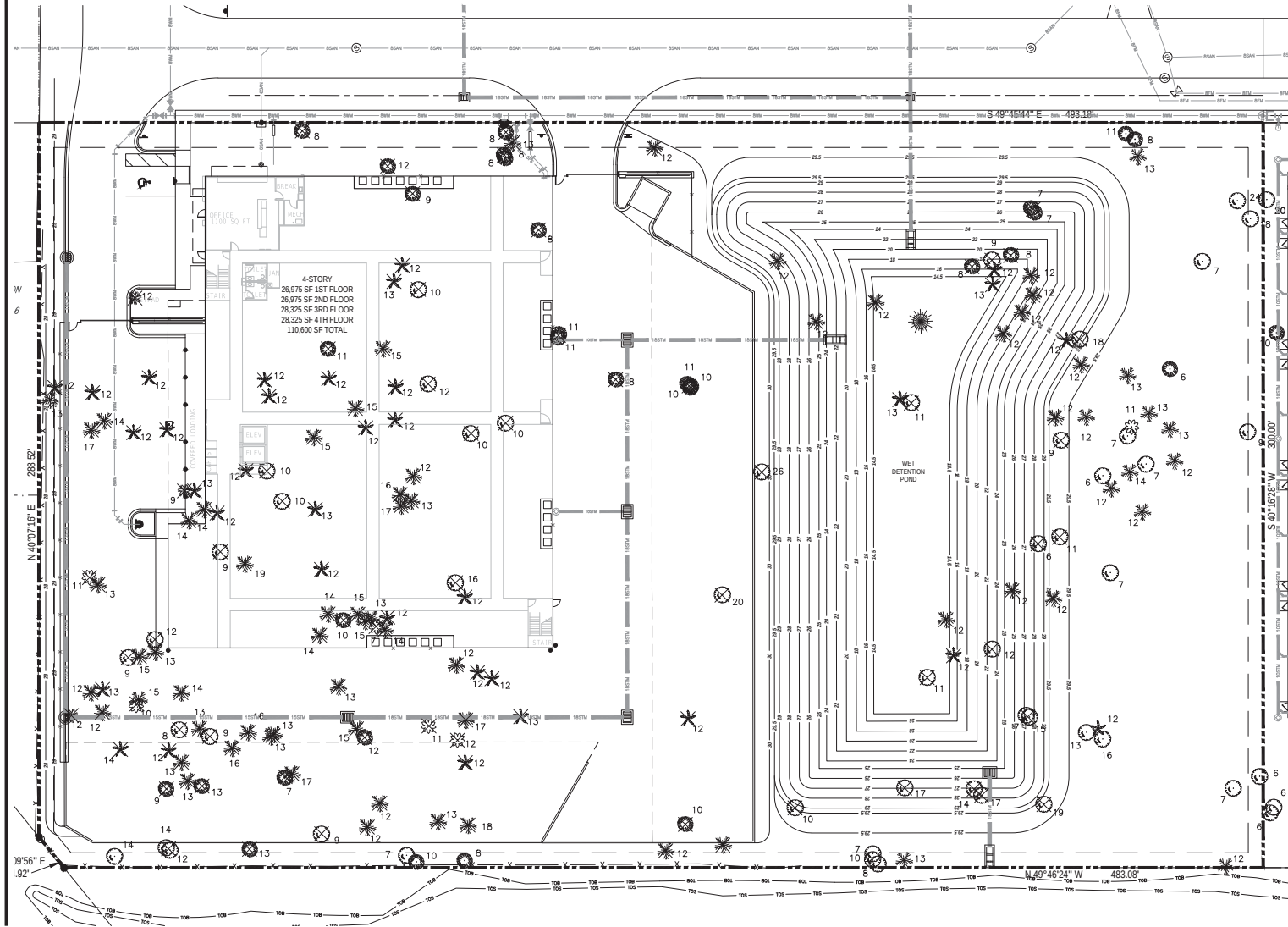
MITIGATION TOTAL	25	\$ 8,382.00
CREDIT TOTAL	9	\$ 3,234.00
4.5" TREES REQ.	16	Or donation of \$ 5,148.00

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.	
3. 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 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 = \$12,774.00	

ON-SITE TREE LEGEND:

	TOTAL
ASH TREE	30
CEDAR TREE	6
HACKBERRY TREE	3
OAK TREE	49
PALM TREE	34
PINE TREE	67
	189



9.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

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PROJECT No: 2022-101

DATE: JUNE 2022

DESIGN BY: HHH

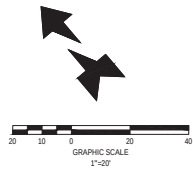
DRAWN BY: NWS

CHECKED BY: HHH

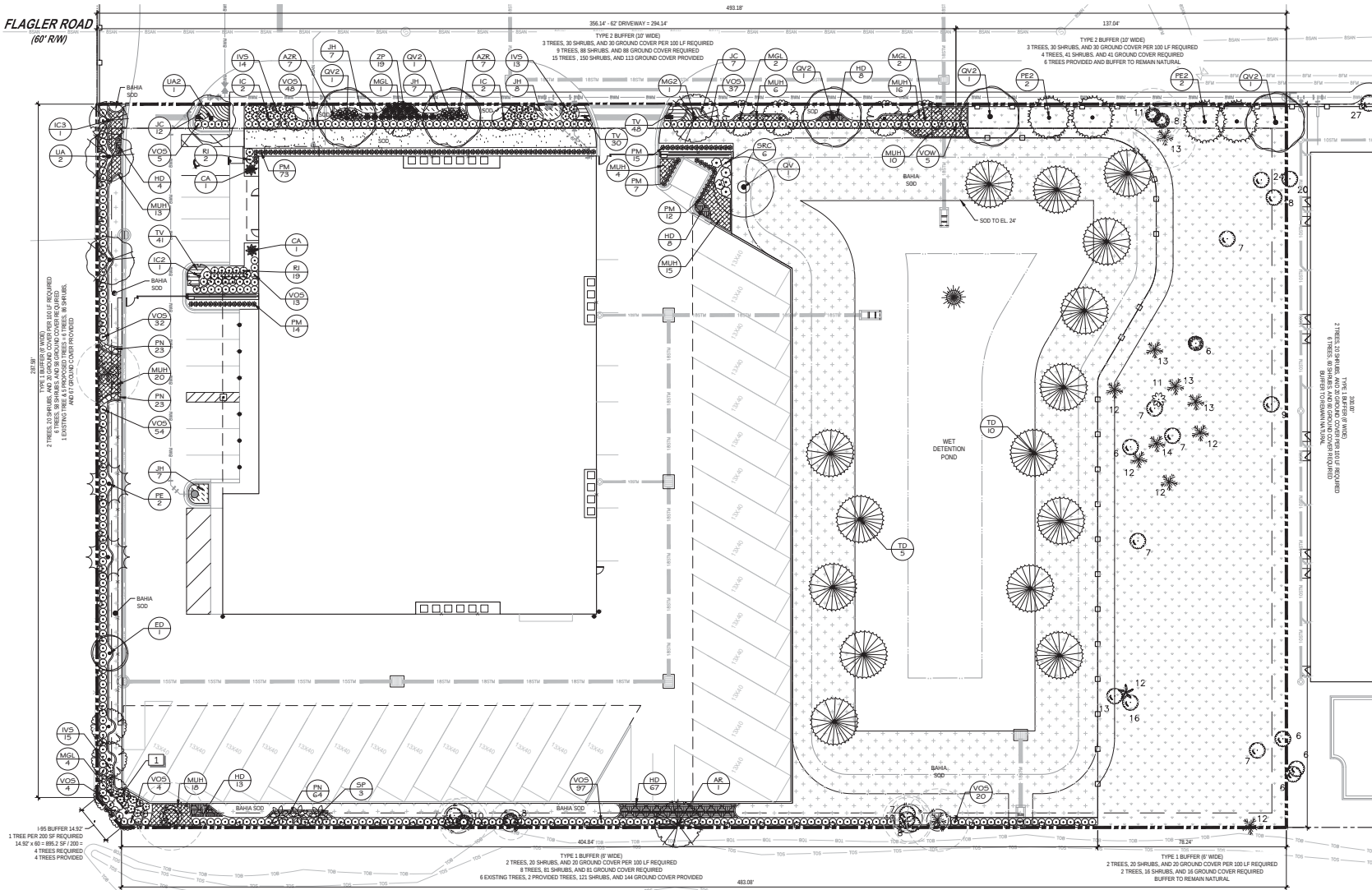
SCALE: 1" = 20'

DRAWING NUMBER

27



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

9.D.e

DATE	DESCRIPTION
8/1/22	CITY COMMENTS
8/24/22	CITY COMMENTS

1230 North US1, Suite 3
Ormond Beach, Florida 32174
www.newkirk-engineering.com
C.A. # 2009
L.C. # 2003
Civil Engineering
Transportation, Civil &
Landscape Architecture



LANDSCAPE PLAN
NORTH INTERCHANGE INDUSTRIAL
STORAGE
140 FLAGLER ROAD
ORMOND BEACH, FLORIDA 32174

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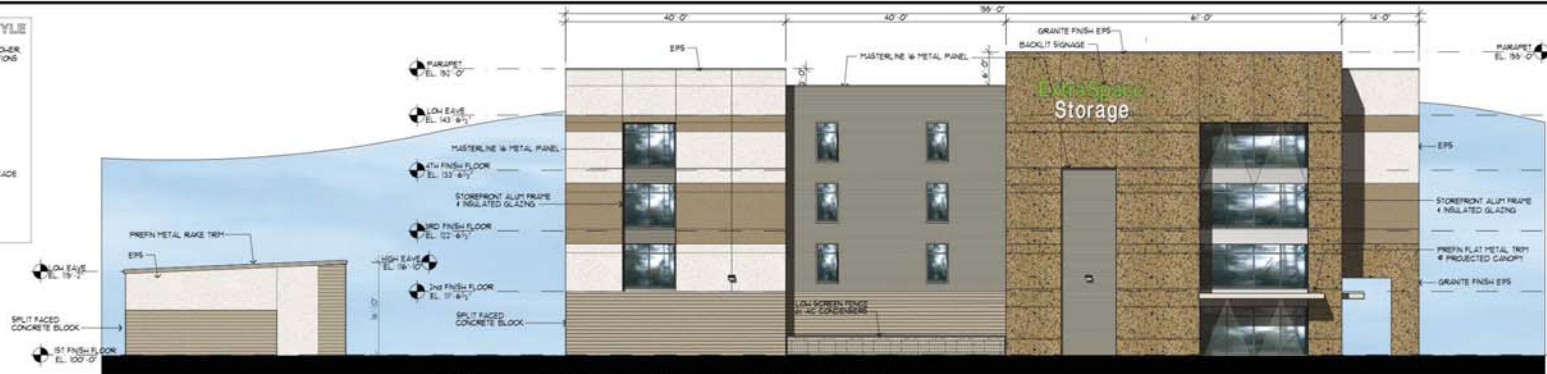
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PROJECT No:	2022-101
DATE:	JUNE 2022
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	LAA
SCALE:	1" = 20'
DRAWING NUMBER	

L1

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 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 FIN 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 5/8" CREATIVELY GRANITE POLARIS
D	SPLIT FACED BLOCK w/ INTEGRAL COLOR & MATCHING PORTLAND LIMESTONE COLOR
E	CONCEALED FASTENER MBSI MASTERLINE & METAL PANEL ALUM GRAY
F	PREPARED TRIM ALMOND



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

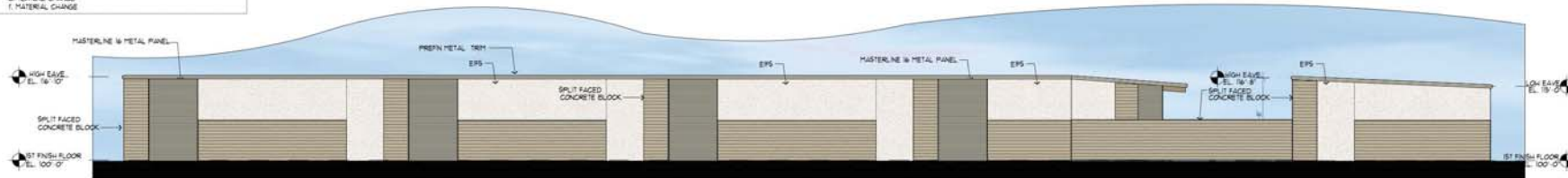
A2

OF SHEETS



EAST ELEVATION
scale 3/32" = 1'-0"

NEO-ECLECTIC ARCHITECTURAL STYLE
1.6. EXTERIOR FINISH MATERIALS
INTERIOR COLOR SPLIT FACED CMU
EXTERIOR INSULATED FINISH SYSTEM
CONCEALED FASTENER HIDE MASTERLINE & METAL PANEL
2. BUILDING FACADES TO INCLUDE A REPEATING PATTERN WITH 3
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

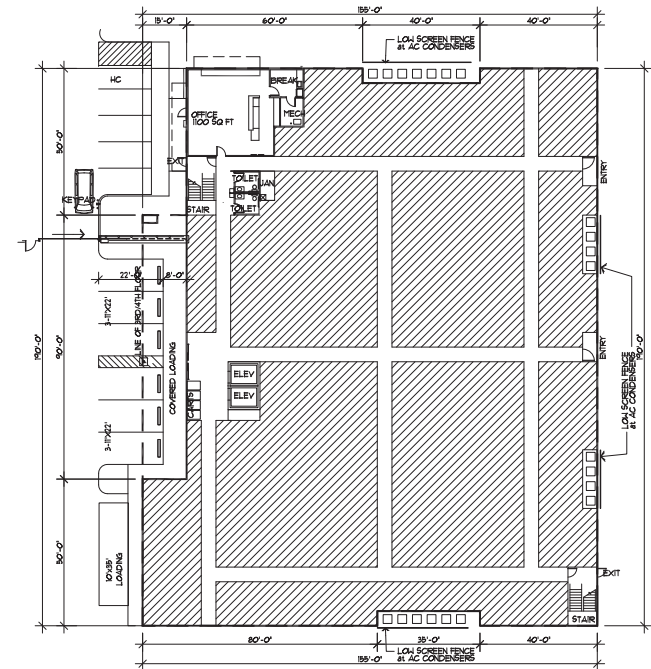
12371 E. LINCOLN CT.
WICHITA, KS 67207
(316) 618-0448
(316) 618-0048 fax
skaufman@cox.net

SHEET TITLE
EXTERIOR ELEVATIONS

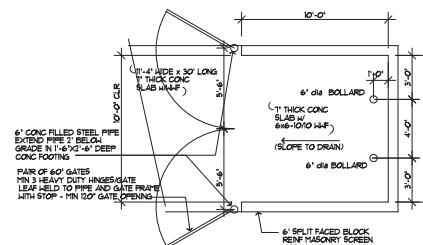
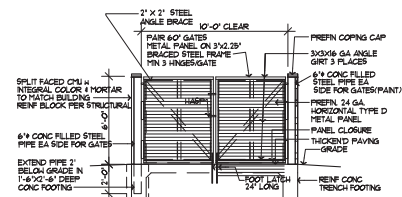
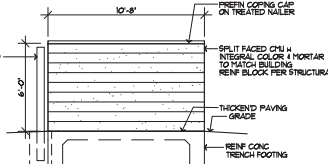
SHEET NUMBER

A3

OF SHEETS


FIRST FLOOR PLAN
 scale 1" = 20.0' 26,975 SF 1st flr

4-STORY
 26,975 SF 1st flr
 26,975 SF 2nd flr
 28,325 SF 3rd flr
 28,325 SF 4th flr
 110,600 SF total
 including 1,000 sf OFFICE


1 PLAN DETAIL
 SCALE: 1/4" = 1'-0"

3 TRASH ENCLOSURE GATE ELEVATION
 SCALE: 1/4" = 1'-0"

2 TRASH ENCLOSURE WALL ELEVATION
 SCALE: 1/4" = 1'-0"

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: November 1, 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.

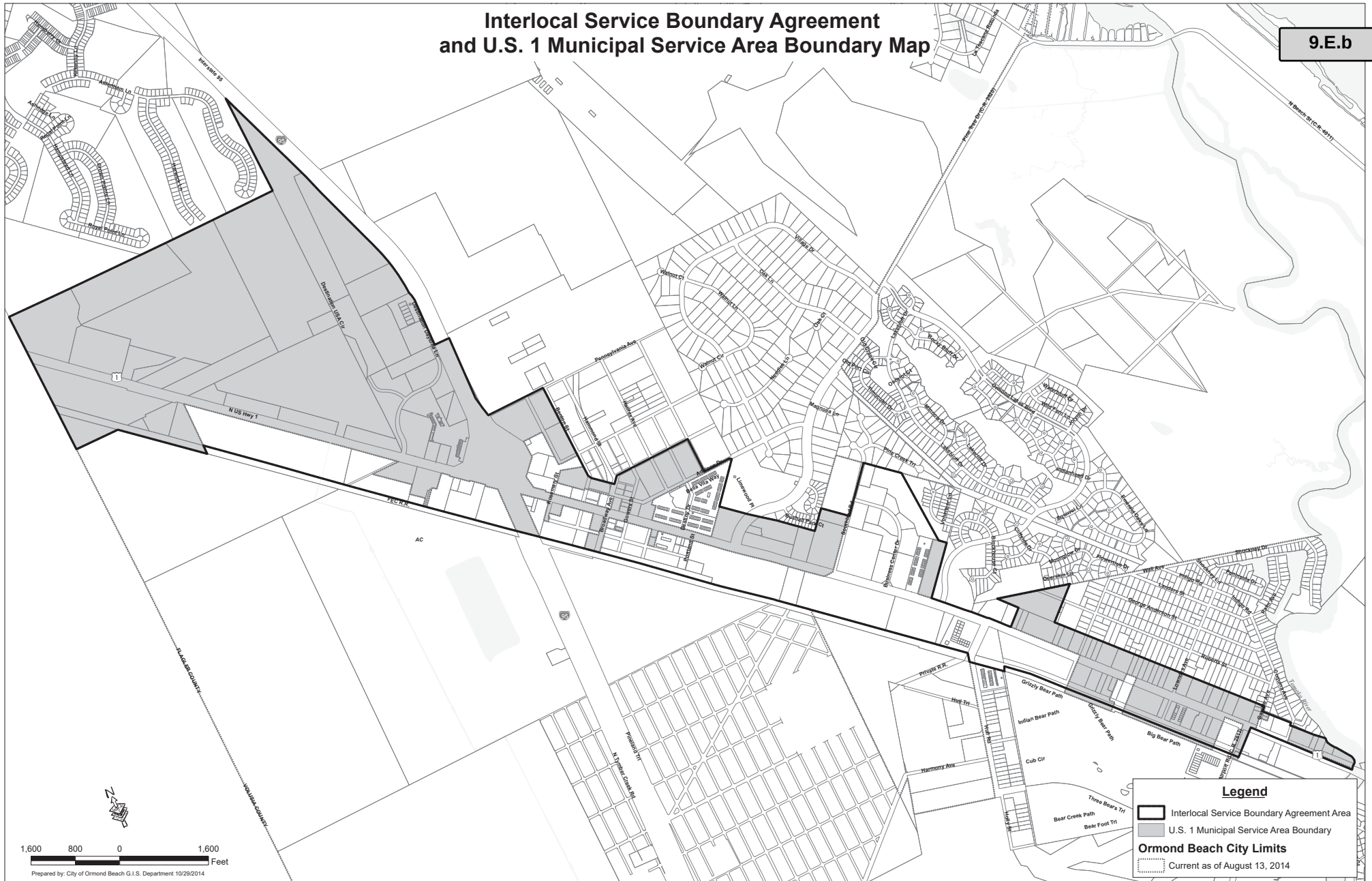
BILL PARTINGTON
Mayor

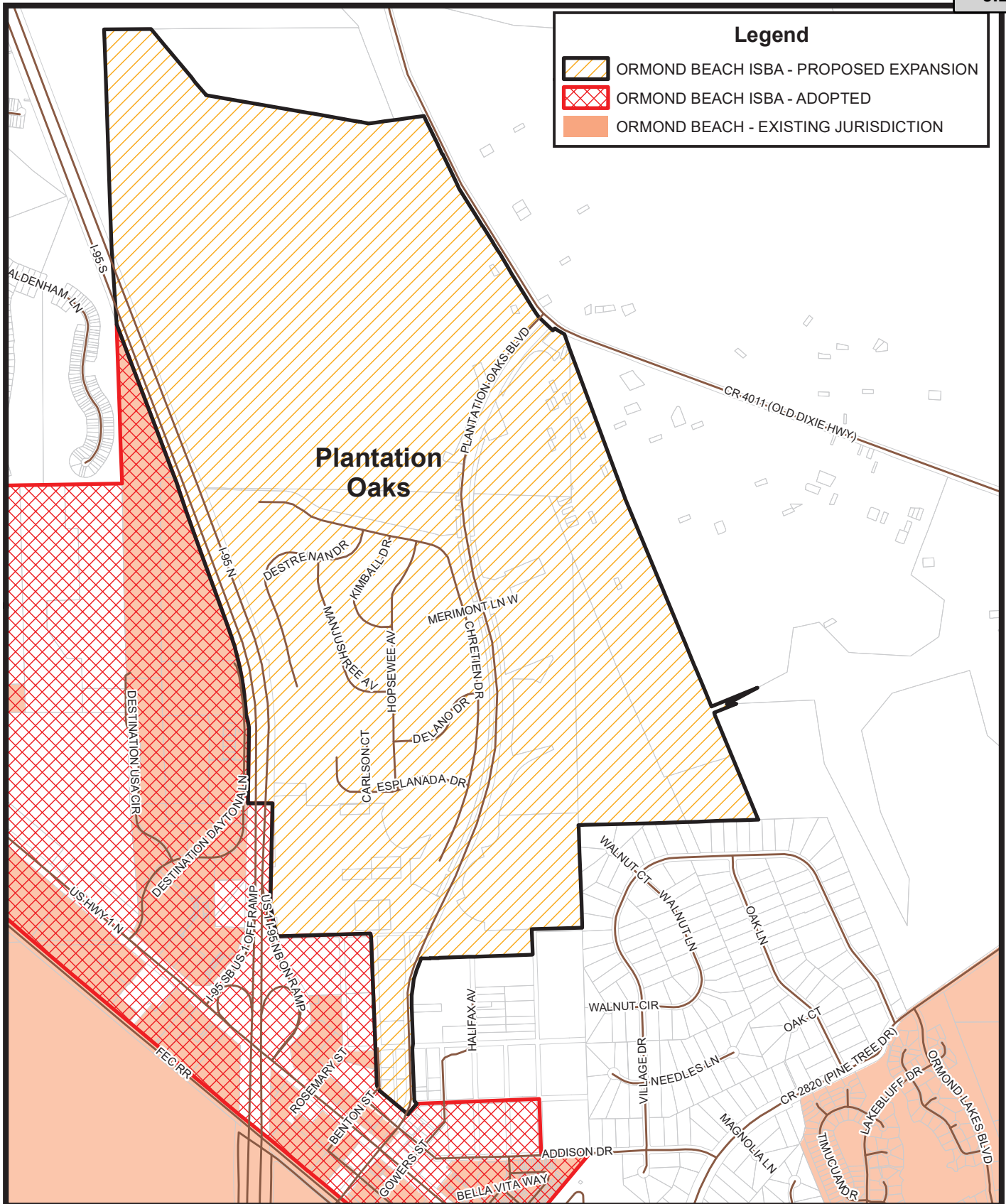
ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Interlocal Service Boundary Agreement and U.S. 1 Municipal Service Area Boundary Map

9.E.b





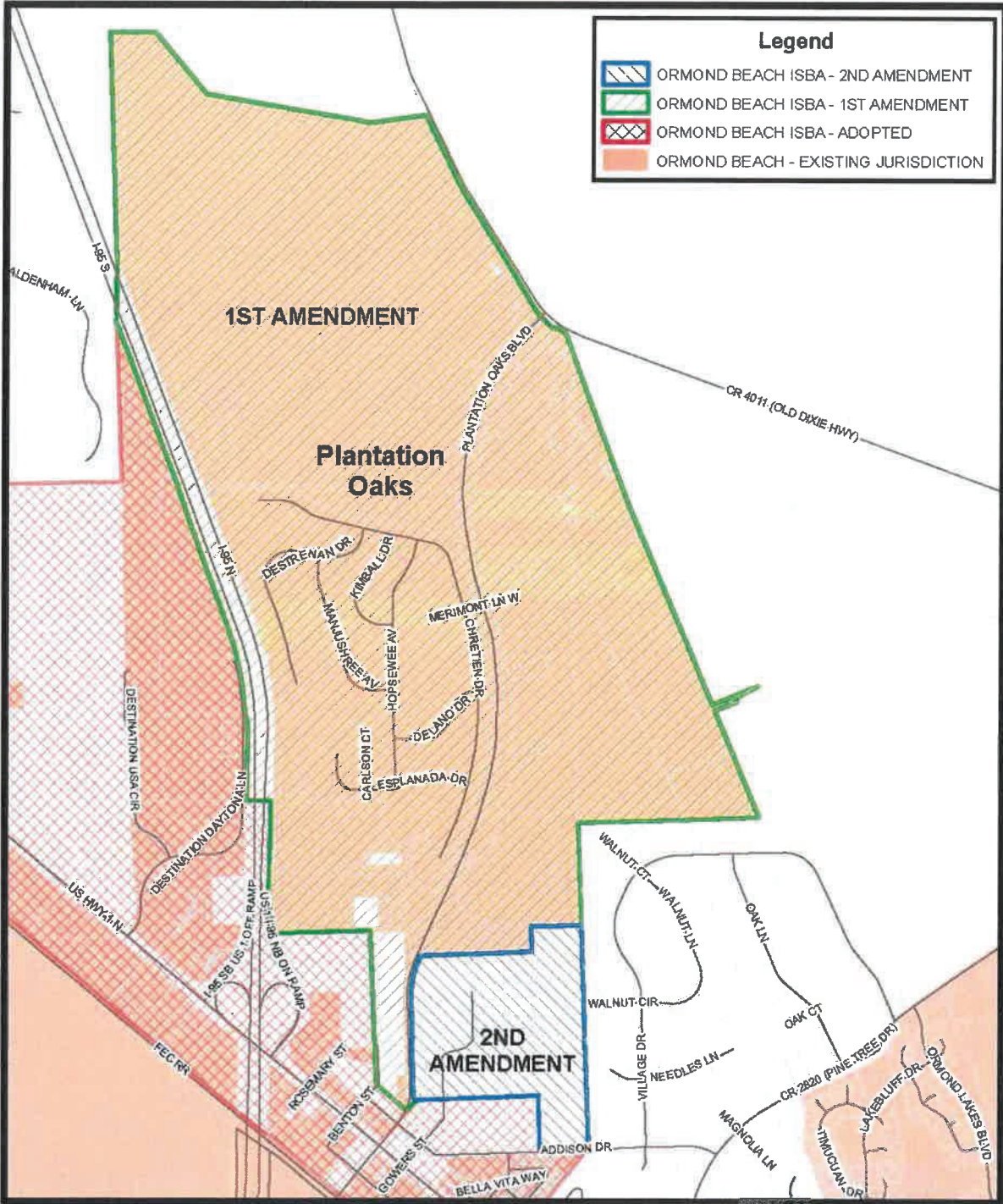
**ORMOND BEACH ISBA
PLANTATION OAKS ADDITION - MAP 2**

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

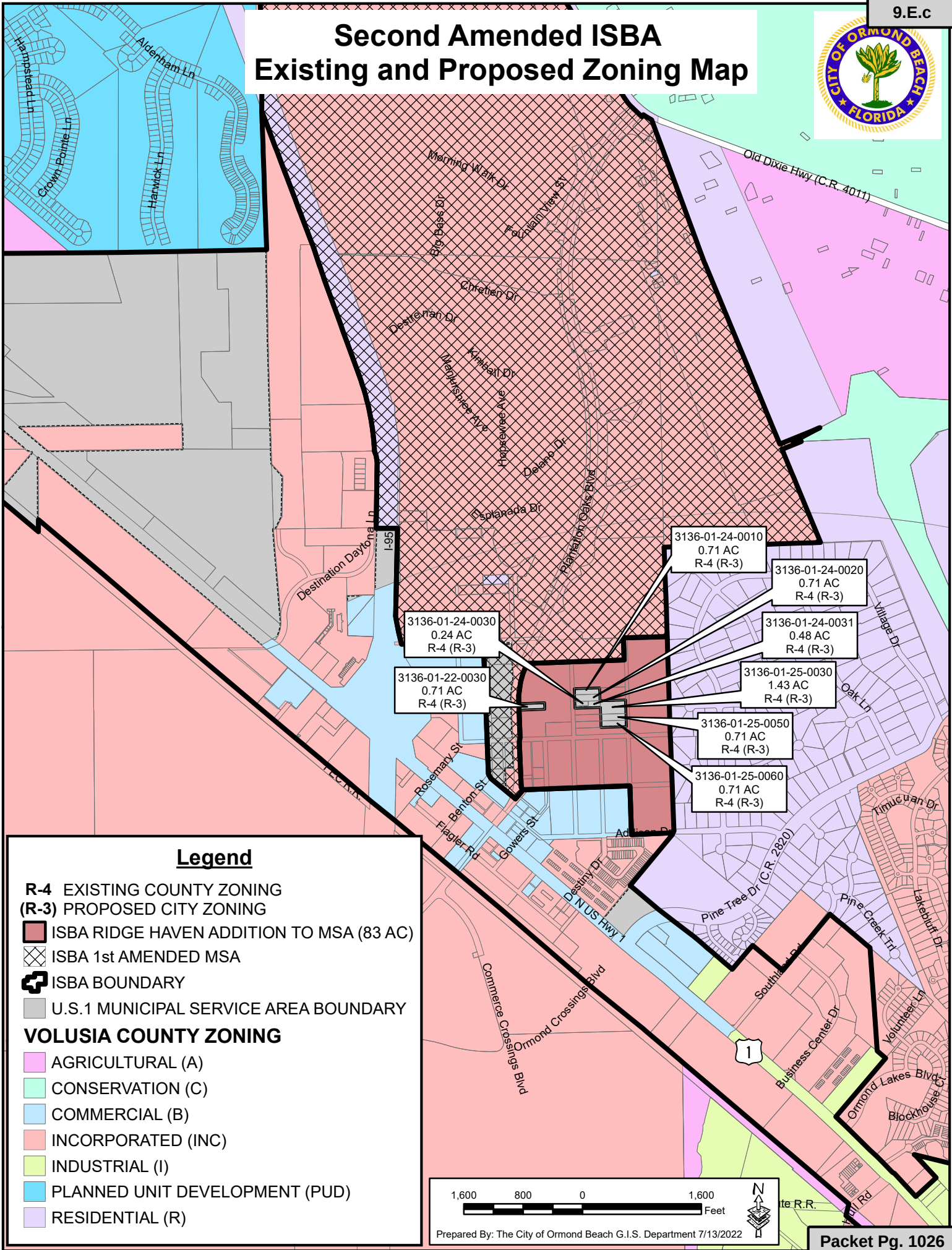


EXHIBIT "C"

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:

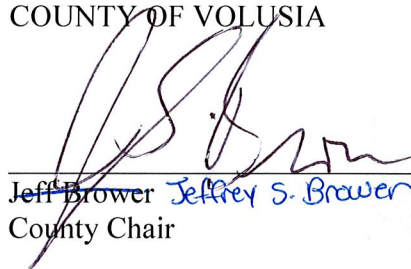
1. The foregoing recitals are incorporated herein and are a material part of this Second Amended Agreement.
2. The MSA and JPA as shown and depicted on Map 1 of the 2014 ISBA and amended with Map 2 of the 2019 First Amended Interlocal Service Boundary Agreement is hereby modified and enlarged to include 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:

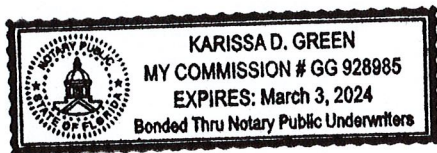

George Recktenwald
County Manager

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:

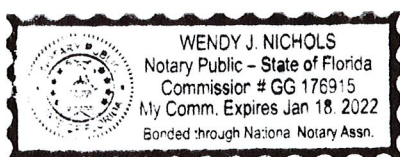

Joyce Shanahan
City Manager

CITY OF ORMOND BEACH


Bill Partington
Mayor

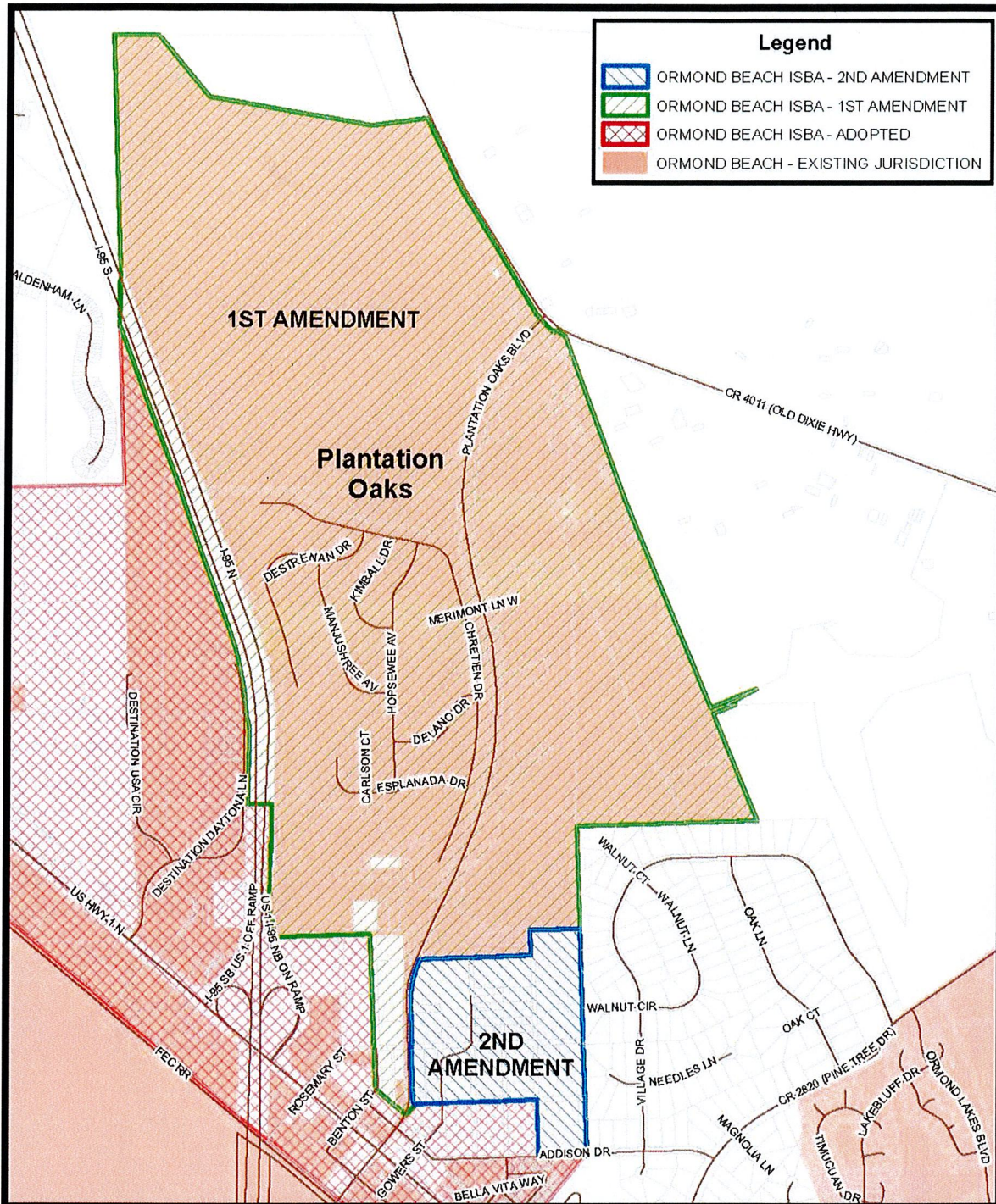
STATE OF FLORIDA
COUNTY OF VOLUSIA

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.



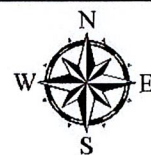

NOTARY PUBLIC

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.

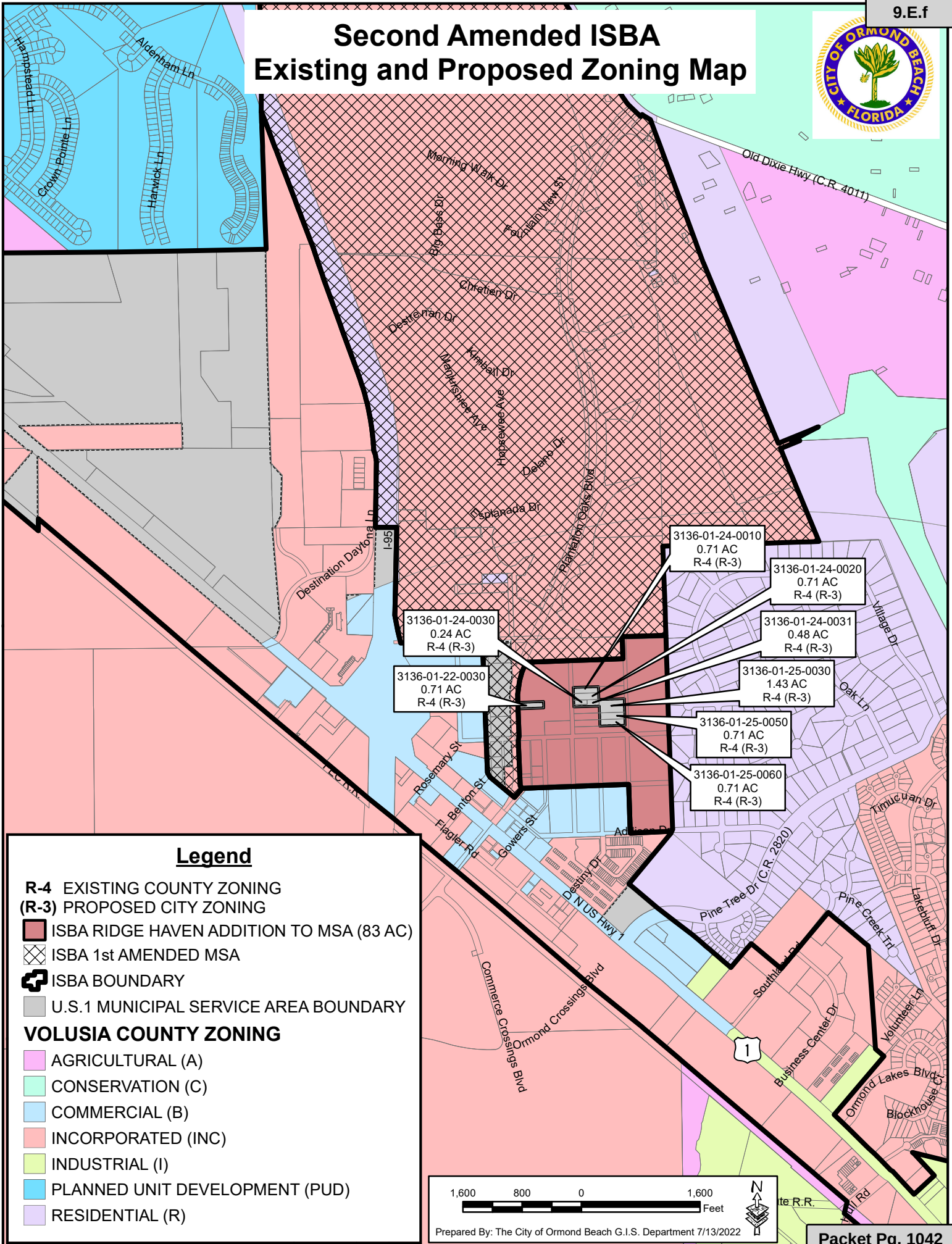
Attachments:

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:

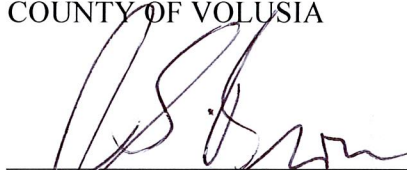
1. The foregoing recitals are incorporated herein and are a material part of this Second Amended Agreement.
2. The MSA and JPA as shown and depicted on Map 1 of the 2014 ISBA and amended with Map 2 of the 2019 First Amended Interlocal Service Boundary Agreement is hereby modified and enlarged to include 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:

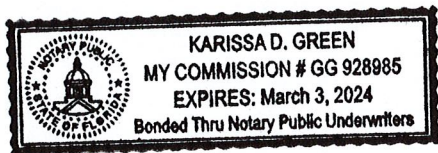
COUNTY OF VOLUSIA


George Recktenwald
County Manager


Jeff Brower Jeffrey S. Brower
County Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

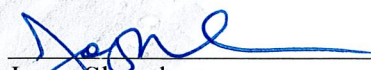
Jeffrey S. The foregoing instrument was acknowledged before me this 15th day of March, 2022, by Jeff Brower and George Recktenwald, as County Chair and County Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the County. They are personally known to me.




NOTARY PUBLIC

ATTEST:

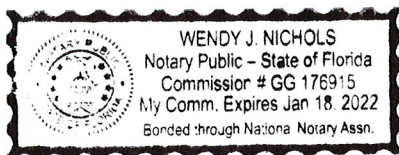
CITY OF ORMOND BEACH


Joyce Shanahan
City Manager


Bill Partington
Mayor

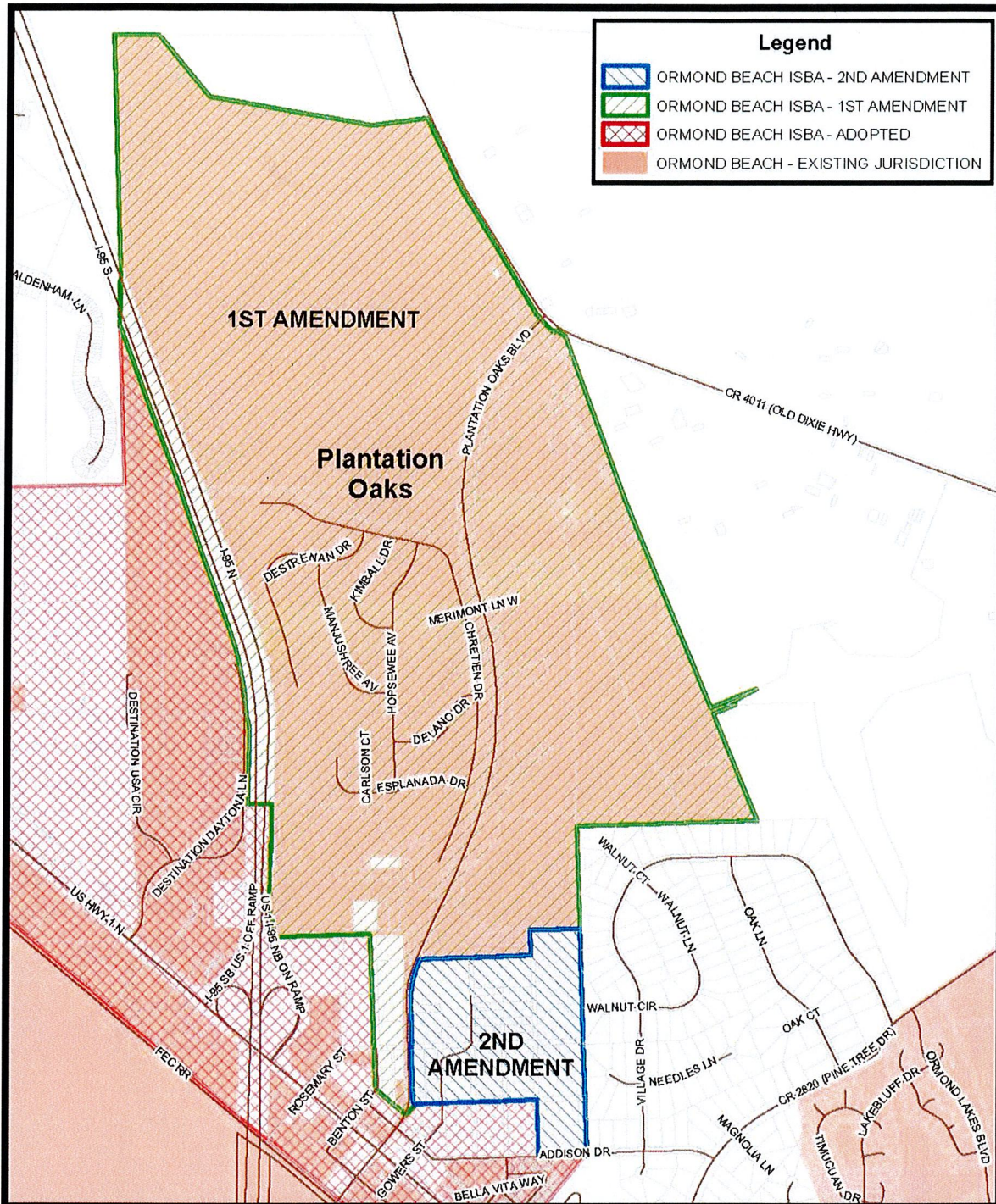
STATE OF FLORIDA
COUNTY OF VOLUSIA

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