



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
January 10, 2023
7:00 PM

Mayor Bill Partington

Zone 1 - Commissioner Lori Tolland

Zone 3 - Commissioner Susan Persis

Zone 2 - Commissioner Travis Sargent

Zone 4 - Commissioner Harold Briley

COMMISSION CHAMBERS
22 South Beach Street, Ormond Beach, FL 32174
Phone: 386-677-0311 Web: www.ormondbeach.org

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- 1. CALL TO ORDER**
 - 2. INVOCATION**
 - 3. PLEDGE OF ALLEGIANCE**
 - 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. HOMe for the HOLIDAYS Parade Award Winners
 - B. Human Trafficking Awareness Month
 - 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
 - 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - December 6, 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. 2023-01: A RESOLUTION APPOINTING MEMBERS OF THE BUDGET ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.**

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

- B. **RESOLUTION NO. 2023-02:** A RESOLUTION APPOINTING MEMBERS OF THE CITIZENS' LAW ENFORCEMENT ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Susan Dauderis, City Clerk, (386) 676-3340
- C. **RESOLUTION NO. 2023-03:** A RESOLUTION APPOINTING TRUSTEES TO SERVE ON THE GENERAL EMPLOYEES' PENSION PLAN BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Susan Dauderis, City Clerk, (386) 676-3340
- D. **RESOLUTION NO. 2023-04:** A RESOLUTION APPOINTING MEMBERS TO SERVE ON THE HISTORIC LANDMARK PRESERVATION BOARD; APPOINTING AT-LARGE MEMBERS; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Susan Dauderis, City Clerk, (386) 676-3340
- E. **RESOLUTION NO. 2023-05:** A RESOLUTION APPOINTING MEMBERS OF THE HUMAN RESOURCES BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Susan Dauderis, City Clerk, (386) 676-3340
- F. **RESOLUTION NO. 2023-06:** A RESOLUTION APPOINTING TRUSTEES TO SERVE ON THE FIREFIGHTERS' PENSION TRUST FUND BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Susan Dauderis, City Clerk, (386) 676-3340
- G. **RESOLUTION NO. 2023-07:** A RESOLUTION APPOINTING TRUSTEES TO SERVE ON THE POLICE OFFICERS' PENSION TRUST FUND BOARD; ESTABLISHING TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Susan Dauderis, City Clerk, (386) 676-3340
- H. **RESOLUTION NO. 2023-08:** A RESOLUTION APPOINTING MEMBERS OF THE NEIGHBORHOOD IMPROVEMENT ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Susan Dauderis, City Clerk, (386) 676-3340
- I. **RESOLUTION NO. 2023-09:** A RESOLUTION APPOINTING MEMBERS OF THE PLANNING BOARD; APPOINTING AT-LARGE MEMBERS; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Susan Dauderis, City Clerk, (386) 676-3340
- J. **RESOLUTION NO. 2023-10:** A RESOLUTION APPOINTING MEMBERS

OF THE GOODWILL AMBASSADOR PROGRAM; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- K. **RESOLUTION NO. 2023-11:** A RESOLUTION APPOINTING A REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE AS MEMBERS OF THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION; ESTABLISHING TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

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

- L. **RESOLUTION NO. 2023-12:** A RESOLUTION APPOINTING A REPRESENTATIVE AS A MEMBER OF THE RIVER TO SEA BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE; ESTABLISHING TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

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

- M. **RESOLUTION NO. 2023-13:** A RESOLUTION APPOINTING A REPRESENTATIVE AS A MEMBER OF THE RIVER TO SEA CITIZENS ADVISORY COMMITTEE; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- N. **RESOLUTION NO. 2023-14:** A RESOLUTION APPOINTING A REPRESENTATIVE TO SERVE AS A MEMBER OF THE BOARD OF DIRECTORS OF ORMOND MAIN STREET, INC.; SETTING FORTH TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

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

- O. **RESOLUTION NO. 2023-15:** A RESOLUTION APPOINTING A REPRESENTATIVE TO SERVE AS A MEMBER OF THE OPIOID ABATEMENT FUNDING ADVISORY BOARD; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- P. **RESOLUTION NO. 2023-16:** A RESOLUTION APPOINTING A REPRESENTATIVE TO SERVE AS A MEMBER OF THE BOARD OF DIRECTORS OF FIRST STEP SHELTER, INC.; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- Q. **RESOLUTION NO. 2023-17:** A RESOLUTION AUTHORIZING EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR FISCAL YEAR 2022-2023 BETWEEN THE CITY AND THE COUNTY OF VOLUSIA; AND SETTING FORTH AN

EFFECTIVE DATE.

Staff Contact: *Loretta Moisio, Grants Coordinator, (386) 676-3315*

- R. **RESOLUTION NO. 2023-18:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL REGARDING FUNDING FOR THE CITY'S VICTIM'S ADVOCATE PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Loretta Moisio, Grants Coordinator, (386) 676-3315*

- S. **RESOLUTION NO. 2023-19:** A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN PUBLIC SAFETY CADETS AND THE CITY OF ORMOND BEACH; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Jesse Godfrey, Police Chief, (386) 676-3500*

- T. **RESOLUTION NO. 2023-20:** A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF A TOWING RELATED SERVICES CONTRACT BETWEEN THE CITY OF ORMOND BEACH AND UNIVERSAL TOWING, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Jesse Godfrey, Police Chief, (386) 676-3500*

- U. **RESOLUTION NO. 2023-21:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF BASKETBALL BACKSTOPS FROM H2I GROUP TO BE INSTALLED AT THE SOUTH ORMOND NEIGHBORHOOD CENTER GYM; AUTHORIZING EXECUTION OF AN AGREEMENT; AND SETTING FORTH AN EFFECTIVE DATE.

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

- V. **RESOLUTION NO. 2023-22:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF A PEERLESS HIGH SERVICE PUMP FROM TOM EVANS ENVIRONMENTAL FOR THE CITY'S WATER TREATMENT PLANT; AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

- W. **RESOLUTION NO. 2023-23:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PUBLIC ACCESS, MAINTENANCE AND UTILITY EASEMENT FROM PLANTATION OAKS OF ORMOND BEACH II, LLC, FOR PROPERTY LOCATED WITHIN PLANTATION OAKS, PHASE 2B, PART OF THE "NATIONAL GARDENS TRUST" DEVELOPMENT OF REGIONAL IMPACT AND PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; AND SETTING FORTH AN EFFECTIVE DATE.

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

- X. **RESOLUTION NO. 2023-24:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ACCESS, MAINTENANCE AND UTILITY EASEMENT FOR A PUBLIC LIFT STATION FROM ADJ HUNTERS RIDGE, LLC, LOCATED IN THE "CELEDINE" SUBDIVISION, A PORTION OF THE HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT (DRI) LOCATED IN FLAGLER COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- Y. **RESOLUTION NO. 2023-25:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ACCESS, MAINTENANCE AND UTILITY EASEMENT FROM ADJ HUNTERS RIDGE, LLC, LOCATED IN THE "CELEDINE" SUBDIVISION, A PORTION OF THE HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT (DRI) LOCATED IN FLAGLER COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- Z. **RESOLUTION NO. 2023-26:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES BETWEEN THE CITY AND HALIFAX HUMANE SOCIETY, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Jesse Godfrey, Police Chief, (386) 676-3500

- AA. **Construction & Demolition Franchise Renewal for GEL Recycling LLC**

Staff Contact: Kevin Gray, Deputy Public Works Director, (386) 676-3325

Disposition: Approve as recommended in the City Manager memorandum dated January 10, 2023.

- BB. **Intent to Bid - 2023 Storm and Sewer Lining**

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

Disposition: Approve as recommended in the City Manager memorandum dated January 10, 2023.

- CC. **Intent to Bid - Upgrade of Police Department Firearms and Accessories**

Staff Contact: Jesse Godfrey, Police Chief, (386) 676-3500

Disposition: Approve as recommended in the City Manager memorandum dated January 10, 2023.

- DD. **Travel Approval for the City Commission**

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

Disposition: Approve as recommended in the City Manager memorandum dated January 10, 2023.

8. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2022-38:** AN ORDINANCE AMENDING THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING SECTION 2-17, R-4, SINGLE-FAMILY CLUSTER AND TOWNHOUSE

ZONING DISTRICT; SECTION 2-18, R-5, MULTIFAMILY MEDIUM DENSITY ZONING DISTRICT; AND SECTION 2-19, R-6, MULTIFAMILY MEDIUM-HIGH DENSITY ZONING DISTRICT, OF ARTICLE II, DISTRICT REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS; AND BY AMENDING SUBSECTION (84), OF SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION, OF ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, TO AMEND THE DIMENSIONAL STANDARDS AND CONDITIONAL USE CRITERIA FOR TOWNHOUSES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- B. **ORDINANCE NO. 2022-39:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTIONS (Z) POOLS, AND (CC) SCREEN PORCHES/ENCLOSURES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE REQUIRED REAR YARD SETBACK FOR SCREEN ENCLOSURES FROM TEN FEET TO FIVE FEET, AND BY AMENDING THE REQUIRED SIDE YARD SETBACK FOR SCREEN ENCLOSURES FROM SEVEN AND ONE-HALF FEET TO FIVE FEET; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- C. **ORDINANCE NO. 2022-40:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-14, DEVELOPMENT ORDERS AND BUILDING PERMITS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE EXPIRATION OF VARIANCES FROM ONE YEAR TO TWO YEARS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- D. **ORDINANCE NO. 2022-41:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VII, NORTH U.S. HIGHWAY 1 INTERLOCAL PLANNING AND MUNICIPAL SERVICE AREA, DIVISION 2, ITINERANT MERCHANT REGULATIONS FOR RECOGNIZED SPECIAL EVENTS AND OUTDOOR ENTERTAINMENT ACTIVITY; TEMPORARY CAMPSITES PROHIBITED, SECTION 2-84, MUNICIPAL SERVICE AREA AND JOINT PLANNING AREA; PURPOSE, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN

EFFECTIVE DATE. **(SECOND READING)**

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

- E. **ORDINANCE NO. 2023-01:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "CUPOLA AT OCEANSIDE" SUBDIVISION, A PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **ORDINANCE NO. 2023-02:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, VACATING A PORTION OF WEST STREET, A PLATTED PUBLIC RIGHT-OF-WAY LYING WEST OF 363 PUTNAM AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4240-03-08-0150); REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **ORDINANCE NO. 2023-03:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF THREE PARCELS OF REAL PROPERTY TOTALING 4.25± ACRES LOCATED AT 264 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-18-06-0010), 225 MAGNOLIA DRIVE (VOLUSIA COUNTY PARCEL NUMBER 4214-20-04-0010), AND 300 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-20-02-0010) FROM "PUBLIC/INSTITUTIONAL" TO "LOW INTENSITY COMMERCIAL" FOR APPROXIMATELY 0.76 ACRES AND FROM "PUBLIC/INSTITUTIONAL" TO "LOW DENSITY RESIDENTIAL" FOR APPROXIMATELY 3.49 ACRES; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **ORDINANCE NO. 2023-04:** 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 2.95 ACRES LOCATED AT 251 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-19-07-0010) AND A PORTION OF 264 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-18-06-0010) FROM B-6, OCEANFRONT TOURIST COMMERCIAL AND B-1, PROFESSIONAL OFFICE/HOSPITAL, TO PBD, PLANNED BUSINESS DEVELOPMENT; 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

- I. **ORDINANCE NO. 2023-05:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 251 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-19-07-0010) AND A PORTION OF 264 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-18-06-0010), TO BE KNOWN AS THE "ORMOND BEACH HOLDINGS, LLC"; AUTHORIZING THE DEVELOPMENT OF THE PROPERTY AS A HOTEL AND REMOTE PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- J. **ORDINANCE NO. 2023-06:** 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 PORTIONS OF THREE PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 1.70 ACRES LOCATED AT A PORTION OF 264 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-18-06-0010), A PORTION OF 225 MAGNOLIA AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-20-04-0010), AND A PORTION OF 300 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-20-02-0010) FROM B-1, PROFESSIONAL OFFICE/HOSPITAL TO R-3, SINGLE-FAMILY MEDIUM DENSITY; 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

- K. **ORDINANCE NO. 2023-07:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF TWO PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 13.13 ACRES GENERALLY LOCATED SOUTH OF THE PLATTED ROAD OF PENNSYLVANIA AVENUE AND ALONG THE PLATTED ROADWAYS OF ROSEMARY STREET AND BENTON STREET, WEST OF PLANTATION OAKS BOULEVARD, (VOLUSIA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBERS: 3136-01-08-0010 AND 3136-01-09-0001) FROM ORMOND BEACH "LOW INTENSITY COMMERCIAL" TO "MEDIUM DENSITY RESIDENTIAL"; LIMITING THE ALLOWED RESIDENTIAL DENSITY TO EIGHT UNITS PER ACRE; PROVIDING FOR CONFLICT; AUTHORIZING

TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. RESOLUTIONS

- A. **RESOLUTION NO. 2023-27:** A RESOLUTION APPOINTING MEMBERS OF THE AVIATION ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **RESOLUTION NO. 2023-28:** A RESOLUTION APPOINTING MEMBERS AND ALTERNATE MEMBERS OF THE BOARD OF ADJUSTMENT AND APPEALS; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2023-29:** A RESOLUTION APPOINTING MEMBERS OF THE BROWNFIELD ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2023-30:** A RESOLUTION APPOINTING MEMBERS OF THE LEISURE SERVICES ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2023-31:** A RESOLUTION APPOINTING MEMBERS OF THE QUALITY OF LIFE ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2023-32:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “ARCHER’S MILL PHASE 1”, SHOWN AS PHASE 3A IN THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

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**

December 6, 2022	7:00 p.m.	Commission Chambers
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Present: Mayor Bill Partington, Commissioners Lori Tolland, Travis Sargent, Susan Persis and Harold Briley, 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. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 5. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - November 1, 2022
 - B. Minutes from the City Commission Meeting - November 15, 2022
- 6. COMMUNITY REDEVELOPMENT AGENCY**
 - A. **RESOLUTION NO. 2022-158:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A BID FROM P&S PAVING, INC. FOR CONSTRUCTION SERVICES REGARDING THE GRANADA BLVD. STREETSCAPE BANDING REPAIR PROJECT, UNDER BID NO. 2022-19; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 7A)**

Staff Contact: *Finley Shawn, Public Works Director, (386) 676-3292*
 - B. **RESOLUTION NO. 2022-159:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING THE PROPOSAL OF ZEV COHEN & ASSOCIATES, INC. REGARDING PROFESSIONAL ENGINEERING SERVICES FOR THE CASSEN PARK RE-DESIGN PROJECT; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 7B)**

Staff Contact: *Alex Schumann, City Engineer, (386) 676-3302*
- 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. 2022-158:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A BID FROM P&S PAVING, INC. FOR CONSTRUCTION SERVICES REGARDING THE GRANADA BLVD. STREETSCAPE BANDING REPAIR PROJECT, UNDER BID NO.

2022-19; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **RESOLUTION NO. 2022-159:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING THE PROPOSAL OF ZEV COHEN & ASSOCIATES, INC. REGARDING PROFESSIONAL ENGINEERING SERVICES FOR THE CASSEN PARK RE-DESIGN PROJECT; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2022-160:** A RESOLUTION ACCEPTING A PROPOSAL FROM UPHAM, INC. FOR DESIGN SERVICES REGARDING THE SEPTIC TO SEWER PROJECT ALONG OAK AVENUE, MAGNOLIA AVENUE AND BONITA PLACE; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2022-161:** A RESOLUTION AUTHORIZING A COST INCREASE TO CARMEUSE LIME & STONE REGARDING THE PROVISION OF QUICKLIME UNDER ITB 2020-24; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

- E. **RESOLUTION NO. 2022-162:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF NINE 2023 FORD POLICE VEHICLES UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA22-VEL30.0; DECLARING CERTAIN VEHICLES TO BE SURPLUS PROPERTY, AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kevin Gray, Deputy Public Works Director, (386) 676-3325*

- F. **RESOLUTION NO. 2022-163:** A RESOLUTION PROVIDING NOTICE OF INTENT TO ACQUIRE FEDERALLY CONTROLLED PROPERTY IN COMPLIANCE WITH EXECUTIVE ORDER 14074; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Godfrey Jesse, Police Chief, (386) 676-3500*

- G. **RESOLUTION NO. 2022-164:** A RESOLUTION APPROVING A SETTLEMENT WITH WALMART IN CONNECTION WITH THE NATIONAL OPIOID LITIGATION MATTER; RATIFYING THE EXECUTION OF A SETTLEMENT PARTICIPATION FORM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Ann-Margret Emery, Deputy City Attorney, (386) 676-3217*

- H. **RESOLUTION NO. 2022-165:** A RESOLUTION ACCEPTING A BID FROM H.L. PRUITT CORP. FOR CONSTRUCTION SERVICES

REGARDING THE INSTALLATION OF AN AUTOMATED WEATHER OBSERVING SYSTEM AT THE ORMOND BEACH MUNICIPAL AIRPORT, UNDER BID NO. 2022-14; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Lichliter, Airport Manager, (386) 615-7019

I. Agreement Between the Florida Department of Corrections and the Ormond Beach Police Department

Staff Contact: Godfrey Jesse, Police Chief, (386) 676-3500

Disposition: Approve as recommended in the City Manager memorandum dated December 6, 2022.

J. Wire3 Registration as a Telecommunications Service Provider

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

Disposition: Approve as recommended in the City Manager memorandum dated December 6, 2022.

K. Intent to Bid - Emergency Lighting Packages for Patrol Vehicles

Staff Contact: Kevin Gray, Deputy Public Works Director, (386) 676-3325

Disposition: Approve as recommended in the City Manager memorandum dated December 6, 2022.

L. Intent to Bid - Purchase of One (1) Slope Mower

Staff Contact: Kevin Gray, Deputy Public Works Director, (386) 676-3325

Disposition: Approve as recommended in the City Manager memorandum dated December 6, 2022.

M. Intent to Bid - RFP No. 2023-05 for Professional Janitorial Services

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

Disposition: Approve as recommended in the City Manager memorandum dated December 6, 2022.

N. Intent to Bid - Weekly Aquarium Maintenance at the Ormond Beach Environmental Discovery Center

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

Disposition: Approve as recommended in the City Manager memorandum dated December 6, 2022.

O. Auto Renewal Contract - Ormond Beach State Legislative Services

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

Disposition: Approve as recommended in the City Manager memorandum dated December 6, 2022.

P. Auto Renewal Contract - Cross Connection Control Program Management Contract

Staff Contact: Bob Preis, Utilities Manager, (386) 676-3305

Disposition: Approve as recommended in the City Manager memorandum dated December 6, 2022.

Q. Auto Renewal Contract - Aquatic Weed Control

Staff Contact: Kevin Gray, Deputy Public Works Director, (386) 676-3325

Disposition: Approve as recommended in the City Manager memorandum dated December 6, 2022.

R. Auto Renewal Contracts - Sports Agreements

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

Disposition: Approve as recommended in the City Manager memorandum dated December 6, 2022.

S. Auto Renewal Contract - Yellowstone Athletic Fields Maintenance

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

Disposition: Approve as recommended in the City Manager memorandum dated December 6, 2022.

T. RFP 2023-07 Management and Operation of the Nova Skate Court Concession

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

Disposition: Approve as recommended in the City Manager memorandum dated December 6, 2022.

U. Travel Approval for the City Commission, City Manager and City Attorney for 2023

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

Disposition: Approve as recommended in the City Manager memorandum dated December 6, 2022.

V. City Manager Status Report, December 2022

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

Disposition: Approve as recommended in the City Manager memorandum dated December 6, 2022.

8. PUBLIC HEARINGS

A. ORDINANCE NO. 2022-38: AN ORDINANCE AMENDING THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING SECTION 2-17, R-4, SINGLE-FAMILY CLUSTER AND TOWNHOUSE ZONING DISTRICT; SECTION 2-18, R-5, MULTIFAMILY MEDIUM DENSITY ZONING DISTRICT; AND SECTION 2-19, R-6, MULTIFAMILY MEDIUM-HIGH DENSITY ZONING DISTRICT, OF ARTICLE II, DISTRICT REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS; AND BY AMENDING SUBSECTION (84), OF SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION, OF ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, TO AMEND THE DIMENSIONAL STANDARDS AND CONDITIONAL USE CRITERIA FOR TOWNHOUSES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. ORDINANCE NO. 2022-39: AN ORDINANCE AMENDING CHAPTER

2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTIONS (Z) POOLS, AND (CC) SCREEN PORCHES/ENCLOSURES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE REQUIRED REAR YARD SETBACK FOR SCREEN ENCLOSURES FROM TEN FEET TO FIVE FEET, AND BY AMENDING THE REQUIRED SIDE YARD SETBACK FOR SCREEN ENCLOSURES FROM SEVEN AND ONE-HALF FEET TO FIVE FEET; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **ORDINANCE NO. 2022-40:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-14, DEVELOPMENT ORDERS AND BUILDING PERMITS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE EXPIRATION OF VARIANCES FROM ONE YEAR TO TWO YEARS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **ORDINANCE NO. 2022-41:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VII, NORTH U.S. HIGHWAY 1 INTERLOCAL PLANNING AND MUNICIPAL SERVICE AREA, DIVISION 2, ITINERANT MERCHANT REGULATIONS FOR RECOGNIZED SPECIAL EVENTS AND OUTDOOR ENTERTAINMENT ACTIVITY; TEMPORARY CAMPSITES PROHIBITED, SECTION 2-84, MUNICIPAL SERVICE AREA AND JOINT PLANNING AREA; PURPOSE, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. FIRST READING OF ORDINANCES

- A. **ORDINANCE NO. 2022-42:** AN ORDINANCE RECOGNIZING DECLARATIONS OF A STATE OF EMERGENCY IN THE STATE OF FLORIDA AND COUNTY OF VOLUSIA, INCLUDING THE CITY OF ORMOND BEACH, AS DECLARED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS; DECLARING A LOCAL STATE OF EMERGENCY IN THE CITY OF ORMOND BEACH; AUTHORIZING TEMPORARY EMERGENCY ADMINISTRATIVE PROCEDURES TO PROVIDE FOR THE EXPEDITIOUS AND COORDINATED MANAGEMENT OF BUILDING PERMIT APPLICATIONS AND FEES; WAIVING SPECIFIC PERMITS AND FEES FOR THE REMOVAL OF CERTAIN TREES; AUTHORIZING THE ISSUANCE OF ON-SITE PERMITS FOR REPAIR OF DAMAGE CAUSED BY HURRICANE NICOLE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, AND SETTING FORTH AN EFFECTIVE DATE. **(FIRST AND ONLY READING)**

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

10. RESOLUTIONS

- A. **RESOLUTION NO. 2022-166:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REGARDING “PARADISE POINTE” ASSISTED LIVING FACILITY LOCATED AT 350 CLYDE MORRIS BOULEVARD WITHIN THE B-10 (SUBURBAN BOULEVARD) ZONING DISTRICT, BY AUTHORIZING A WAIVER OF THE WALL REQUIREMENTS FROM A SIX-FOOT MASONRY WALL TO A SIX-FOOT DECORATIVE OPEN ALUMINUM FENCE; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **RESOLUTION NO. 2022-167:** A RESOLUTION DECLARING THE INTENTION OF THE ORMOND BEACH CITY COMMISSION TO CONSIDER VACATING A PORTION OF WEST STREET, A PLATTED PUBLIC RIGHT-OF-WAY LYING WEST OF 363 PUTNAM AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4240-03-08-0150); ESTABLISHING A TIME CERTAIN FOR A PUBLIC HEARING; AND SETTING FORTH AN EFFECTIVE DATE.

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

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

Deacon Mallene, Church of the Holy Child, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Audience Remarks

Mr. Brian Rodgerson, 266 North Yonge Street, stated he was there on behalf of the Easy Does It Club and wanted to congratulate the Commission on their election. He explained the Easy Does It Club was an alcoholism treatment program.

Mr. John McKernan, 3313 Bailey Ann Drive, discussed the Easy Does It Club and noted he looked forward to a relationship between the club and the city.

Mr. Cory Romanick, 266 North Yonge Street, stated he was Chairman of the Board for the Easy Does It Club and discussed his concerns regarding the parking and wanted to work with the city to add 15 new parking spaces.

Ms. Donna Martin, 300 Rosewood Avenue, thanked the Commission and stated she was a member of the Easy Does It Club and supported Mr. Romanick’s request.

Mr. Raymond Gavaghan, 1 Ryberry Drive, Palm Coast, requested help from the City Commission for the Easy Does It Club and noted he was a member of the club. He explained the club was ran by volunteers and was not government funded.

Ms. Linda Williams, 131 Bosarvey Drive, stated she was there on behalf of Civil Discourse and Common Ground. She invited the Commission to their next meeting on December 12, 2022, and noted it would be a reorganizational meeting.

Ms. Sheryl Egut, 575 North Ridgewood Avenue, voiced her concerns regarding loose aggressive dogs. She stated neighbors and herself filed official complaints regarding a neighbor's aggressive dogs. She explained two dogs were recently attacked and one lost its life.

Mr. Joseph Valerio, 1213 Northside Drive, congratulated the new and re-elected Commission members. He stated concerns regarding flooding, traffic, lack of urgent care center on the beachside, wetlands, police and fire pay rates and Avalon Park. He informed the Commission he received citizen complaints regarding fuel residue on their homes and vehicles.

Mr. Robert Higley, 38 Putnam Avenue, voiced concerns regarding a neighboring home's loose aggressive dogs. He stated he was attacked and had a pending lawsuit. He noted concern for other neighborhood dogs and children. He requested the Commission look into what could be done to prevent future attacks.

Ms. Kathy Seibert, 93 Cumberland Avenue, discussed the dog attack, death and the emotional toll on neighbors. She requested the Commission look into revising the code to prevent future aggressive and dangerous dog attacks.

Ms. Vivian Masi, 10 Cumberland Avenue, discussed the aggressive dog attack and calls she made prior to the attack. She expressed concerns regarding the integrity of the fence at the aggressive dogs' home.

Mr. Doyle Lewis, no listed address, expressed concerns regarding loose aggressive dogs, stolen electric bicycles, lack of electric bicycle parking, and the condition of the showers at the beach.

Item #5 – Approval of Minutes

Mayor Partington advised the minutes of the November 1, 2022, and November 15, 2022, meetings 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 Persis moved, seconded by Commissioner Briley, for approval of the November 1, 2022, and November 15, 2022 City Commission meetings minutes.

The motion passed by voice vote.

Item #6 – Community Redevelopment Agency

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

Mayor Partington recessed the City Commission meeting, called the CRA meeting to order, and opened the public hearings, at 7:30 p.m.

Item #6A– Granada Boulevard Streetscape Sidewalk Banding Repair

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2022-158

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A BID FROM P&S PAVING, INC. FOR CONSTRUCTION SERVICES REGARDING THE GRANADA BLVD. STREETSCAPE BANDING REPAIR PROJECT, UNDER BID NO. 2022-19; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 7A)**

Mr. Shawn Finley, Public Works Director, reviewed a PowerPoint explaining the history and location of the sidewalk banding project. He stated staff recommended to award the base bid plus the two alternate bids to P&S Paving, Inc.

Ms. Dorian Burt, 203 Pine Cone Trail, stated she was there on behalf of Highlander Corp. She urged the Commission to support the item as presented, to move the project forward and expressed sidewalk safety concerns.

Commissioner Persis discussed the safety of the sidewalk and her support of the item.

Commissioner Briley agreed with Commissioner Persis and expressed support of the banding chosen.

Commissioner Sargent inquired if the crosswalk areas were included; whereby, Mr. Finley stated they were not. Commissioner Sargent inquired about the pavers once removed, if they could be donated; whereby, Mr. Finley stated he would speak with the contract to see if the city could get the pavers back. Commissioner Sargent inquired about the cost of the 17 trash receptacles; whereby, Mr. Finley stated the trash receptacles and benches were built to last for public use and met Florida Department of Transportation standards.

Commissioner Tolland shared her support of the item and requested the Commission consider including coquina in the Cassen Park redesign.

Commissioner Tolland moved, seconded by Commissioner Sargent, for approval of Resolution No. 2022-158, as read by title only.

The motion passed by voice vote.

Item #6B– Professional Services Agreement for Cassen Park Re-Design

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2022-159

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING THE PROPOSAL OF ZEV COHEN & ASSOCIATES, INC. REGARDING PROFESSIONAL ENGINEERING SERVICES FOR THE CASSEN PARK RE-DESIGN PROJECT; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 7B)**

Mr. Finley presented a PowerPoint and discussed the history of the Cassen Park re-design project. He reviewed the design options and features selected previously by the Commission and Mr. Ike Leary operator of Granada Pier Bait Shop. He stated staff recommended to accept the proposal from Zev Cohen & Associates for the redesign project. He explained the project was to bring back another concept design for Commission approval before engineering work began.

Commissioner Briley stated he liked the original design of Concept 1.

Commissioner Sargent shared he did not support a playground in Cassen Park due to safety concerns. He stated the memorial could be the center piece of the park.

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

Commissioner Persis moved, seconded by Commissioner Briley, for approval of Resolution No. 2022-159, as read by title only.

The motion passed by voice vote.

Mayor Partington closed the public hearing, adjourned the CRA meeting, and reconvened the City Commission meeting at 7:50 p.m.

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 Briley moved, seconded by Commissioner Persis, for approval of the consent agenda.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
Carried.	Mayor Partington	Yes

Comments on the Consent Agenda

Commissioner Persis discussed her support of Item 7E, the purchase of nine new police vehicles.

Commissioner Briley stated his support of Item 7C, the septic to sewer project.

Item #8 – Public Hearings

Item #8A – Land Development Code Amendment, Townhouses in the R-4, R-5, and R-6 Zoning Districts

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2022-38
AN ORDINANCE AMENDING THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING SECTION 2-17, R-4, SINGLE-FAMILY CLUSTER AND TOWNHOUSE ZONING DISTRICT; SECTION 2-18, R-5, MULTIFAMILY MEDIUM DENSITY ZONING DISTRICT; AND SECTION 2-19, R-6, MULTIFAMILY MEDIUM-HIGH DENSITY ZONING DISTRICT, OF ARTICLE II, DISTRICT REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS; AND BY AMENDING SUBSECTION (84), OF SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION, OF ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, TO AMEND THE DIMENSIONAL STANDARDS AND CONDITIONAL USE CRITERIA FOR TOWNHOUSES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, indicated the item was to amend the Land Development Code (LDC) to allow townhomes as permitted uses and to add consistent standards.

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2022-38, on first reading, as read by title only.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Partington	Yes

Item #8B – Land Development Code Amendment, Section 2-50, Screen Porches/Enclosures

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2022-39
AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTIONS (Z) POOLS, AND (CC) SCREEN PORCHES/ENCLOSURES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE REQUIRED REAR YARD SETBACK FOR SCREEN ENCLOSURES FROM TEN FEET TO FIVE FEET, AND BY AMENDING THE REQUIRED SIDE YARD SETBACK FOR SCREEN ENCLOSURES FROM SEVEN AND ONE-HALF FEET TO FIVE FEET; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS

THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker explained the item was an LDC amendment to amend the screen enclosure setback to be consistent with the pool set back.

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2022-39, on first reading, as read by title only.

Commissioner Tolland stated her support of the item and discussed how it would streamline the administrative aspect of the affected setbacks.

Call Vote:	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
Carried.	Mayor Partington	Yes

Item #8C – Land Development Code Amendment, Section 1-14, Variance Expiration

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2022-40
AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-14, DEVELOPMENT ORDERS AND BUILDING PERMITS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE EXPIRATION OF VARIANCES FROM ONE YEAR TO TWO YEARS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker indicated the purpose of the item was to extend a variance development order from one year to two years.

Commissioner Persis moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2022-40, on first reading, as read by title only.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Item #8D – Land Development Code Amendment - Chapter 2, Article VII Division 2, Section 2-84(a) Municipal Service Area

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2022-41
AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VII, NORTH U.S. HIGHWAY 1 INTERLOCAL PLANNING AND MUNICIPAL SERVICE AREA, DIVISION 2, ITINERANT MERCHANT REGULATIONS FOR RECOGNIZED SPECIAL EVENTS AND OUTDOOR ENTERTAINMENT ACTIVITY; TEMPORARY CAMPSITES PROHIBITED, SECTION 2-84, MUNICIPAL SERVICE AREA AND JOINT PLANNING AREA; PURPOSE, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Tolland moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2022-41, on first reading, as read by title only.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes

Carried.

Mayor Partington

Yes

Mayor Partington closed the public hearings.

Item #9 – First Reading of Ordinances

Item #9A – Hurricane Nicole Local Emergency Ordinance

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2022-42
AN ORDINANCE RECOGNIZING DECLARATIONS OF A STATE OF EMERGENCY IN THE STATE OF FLORIDA AND COUNTY OF VOLUSIA, INCLUDING THE CITY OF ORMOND BEACH, AS DECLARED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS; DECLARING A LOCAL STATE OF EMERGENCY IN THE CITY OF ORMOND BEACH; AUTHORIZING TEMPORARY EMERGENCY ADMINISTRATIVE PROCEDURES TO PROVIDE FOR THE EXPEDITIOUS AND COORDINATED MANAGEMENT OF BUILDING PERMIT APPLICATIONS AND FEES; WAIVING SPECIFIC PERMITS AND FEES FOR THE REMOVAL OF CERTAIN TREES; AUTHORIZING THE ISSUANCE OF ON-SITE PERMITS FOR REPAIR OF DAMAGE CAUSED BY HURRICANE NICOLE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, AND SETTING FORTH AN EFFECTIVE DATE. **(FIRST AND ONLY READING)**

Commissioner Persis moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2022-42, on first and only reading, as read by title only.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Mayor Partington	Yes
Carried.		

Item #10 – Resolutions

Item #10A – 350 Clyde Morris Boulevard, Paradise Pointe Wall Waiver, Special Exception

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2022-166
A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REGARDING “PARADISE POINTE” ASSISTED LIVING FACILITY LOCATED AT 350 CLYDE MORRIS BOULEVARD WITHIN THE B-10 (SUBURBAN BOULEVARD) ZONING DISTRICT, BY AUTHORIZING A WAIVER OF THE WALL REQUIREMENTS FROM A SIX-FOOT MASONRY WALL TO A SIX-FOOT DECORATIVE OPEN ALUMINUM FENCE; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker explained the request was for a special exception for Paradise Pointe and to authorize a wall waiver to allow for a black decorative aluminum fence. He explained the Planning Board discussed the appropriateness of the wall versus the aluminum fence and noted they recommended denial and asked the applicant to reach out to the neighboring residents. He stated after the applicant met with the residents there were 19 property owners who supported the wall waiver and three property owners who did not.

Ms. Sandy Dealin, 125 Green Forest Drive, expressed her support of the fence and explained her concerns regarding a concrete wall.

Mr. Tim McGuire, Murex Properties, indicated he was there on behalf of the Aberdeen at Ormond Beach community owners Murex Properties. He stated Murex Properties and the residents were in favor of the fence.

Ms. Darlina Copeland, 209 Royal Dunes Boulevard, explained she was the Chief Executive Officer and Owner of Paradise Pointe. She explained the preference of the fence over the concrete wall and noted the open landscape. She indicated the property would maintain the upkeep on the fence and landscaping.

Mr. Robert Harlow, 119 Green Forest Drive, stated the Planning Board treated the item as a commercial next to a residential property and noted Paradise Pointe was a residential facility and should be considered as residential not commercial. He voiced his concerns regarding the wall and support of the aluminum fencing.

Mr. Mark Doust, 536 North Halifax Drive, Daytona Beach, indicated he was there on behalf of the applicant and stated when the item was brought before the Planning Board the applicant did not meet with neighboring residents for their input. He explained since the Planning Board meeting the applicant met with the residents and noted the residents support of the fence.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Resolution No. 2022-166, as read by title only.

Commissioner Briley stated he was a Planning Board member when the item was brought before the Board and he voted no. He explained he voted no due to maintenance and no community support. He stated he would be supportive of the item due to the community support but wanted a requirement of maintenance and the applicant select the Independence Premium model of the fencing.

Commissioner Sargent explained for consistency purposes he supported the wall. He noted after seeing the landscaping, number of trees that would be saved and resident support he would vote in favor of the wall waiver.

Commissioner Persis expressed her support of the fence and agreed with Commissioner Briley on the type of fencing to be used.

Commissioner Tolland stated she was a Planning Board member when the item was brought before the Board and she voted no. She explained it was to keep the LDC consistent and noted her appreciation for the neighbor input. She agreed with Commissioner Briley and requested there be stipulations regarding the type of fencing used and the maintenance.

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Resolution No. 2022-166, as amended to include the applicant must use Independence Premium aluminum fencing and must stipulate the owner would maintain the fence.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Mayor Partington asked the City Clerk to call the vote on the underlying motion

Call Vote:	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
Carried.	Mayor Partington	Yes

Item #10B – Notice of Intent, Partial Right-of-Way Vacation of West Street

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2022-167
A RESOLUTION DECLARING THE INTENTION OF THE ORMOND BEACH CITY COMMISSION TO CONSIDER VACATING A PORTION OF WEST STREET, A PLATTED PUBLIC RIGHT-OF-WAY LYING WEST OF 363 PUTNAM AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4240-03-

08-0150); ESTABLISHING A TIME CERTAIN FOR A PUBLIC HEARING;
SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker explained the item was a notice of intent for a right-of-way vacation noting the vacation intent was at a portion of West Street that abutted 363 Putnam Avenue. He reviewed the next steps if the item was approved.

Ms. Megan Ford, 363 Putnam Avenue, indicated she was the property owner and stated there were flooding issues with the past two hurricanes. She explained the vacation would be to assist the flooding and to add a dock to the property.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Resolution No. 2022-167, as read by title only.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
Carried.	Mayor Partington	Yes

Item #11 – Reports, Suggestions, Requests

Events and Congratulations

Ms. Joyce Shanahan, City Manager, stated the HOMe for HOLIDAYS parade was on December 10, 2022, Police Department promotion ceremony on December 13, 2022, Police Athletic League (PAL) holiday party on December 17, 2022 and Holiday at the Casements would be on December 15, 2022.

Commissioner Sargent congratulated Ms. Shanahan on being named Public Sector Woman of the Year by the Daytona Beach News-Journal.

The Commissioners and Mayor discussed their time at the National League of Cities event in Missouri and reviewed what they learned.

Commissioner Sargent stated after attending the National League of Cities event he believed the city could benefit from updated microphones, website and suggested the city look into the permitted flags used at businesses.

Commissioner Persis stated she attended the Police Department Swearing In ceremony and the 44th Annual Holiday Gala and Christmas Tree Lighting event and complimented both. She shared concern for the need for a lockdown procedure and updated security in the event of a security issue.

Commissioner Briley thanked Jenn Elston for all her hard work on social media platforms. He congratulated Ormond Beach resident Dr. Frank Farmer on his recognition by the Volusia County Council.

Commissioner Tolland stated she would like for the city to work with the Easy Does It Club.

Mayor Partington complimented the 44th Annual Holiday Gala and Christmas Tree Lighting. He shared information regarding the meeting he attended with Ormond Beach MainStreet and Florida Secretary of State Cord Byrd.

Aggressive Dog

Commissioner Tolland shared concern for the aggressive dog issues and stated she would like to see what the city could do to assist in the future.

Item #12 – Adjournment

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

APPROVED: January 10, 2022

BY: _____
Bill Partington, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.A
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-01	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	Budget Advisory Board Appointments			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to appoint members to the Budget Advisory Board for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution appointing members to the Budget Advisory Board be approved.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/13/2022		
Claire Whitley, Assistant City Manager		12/15/2022		
Joyce Shanahan, City Manager		12/19/2022		



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: Budget Advisory Board Appointments
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for appointments to the Budget Advisory Board.

Background

The following resolution has been prepared for appointments to the Budget Advisory Board as directed by the Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Discussion

The appointments are as follows:

<u>Name</u>	<u>Appointed By</u>
Josh Pringle	Mayor
John Olivari	Zone 1
Troy Railsback	Zone 2
Rafael Ramirez	Zone 3
Rick Boehm	Zone 4

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Various boards and committees have been established to assist and advise the City

Commission.

Recommendation

It is requested that the resolution appointing members to the Budget Advisory Board be approved.

Attachments:

1. 23-01 Budget Adv Bd

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 15, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION NO. 2023-01

A RESOLUTION APPOINTING MEMBERS OF THE BUDGET ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Josh Pringle is hereby appointed to serve as a member of the Budget Advisory Board, as the appointee of the Mayor.

SECTION TWO. John Olivari is hereby appointed to serve as a member of the Budget Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. Troy Railsback is hereby appointed to serve as a member of the Budget Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Rafael Ramirez is hereby appointed to serve as a member of the Budget Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Rick Boehm is hereby appointed to serve as a member of the Budget Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. The above named appointees shall each serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve without compensation for such service in accordance with Article VI, Chapter 2, *Code of Ordinances*, including section 2-226 thereof.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.B
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-02	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	Citizens' Law Enforcement Advisory Board Appointments			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to appoint members to the Citizens' Law Enforcement Advisory Board for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution appointing members to the Citizens' Law Enforcement Advisory Board be approved.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/13/2022		
Claire Whitley, Assistant City Manager		12/15/2022		
Joyce Shanahan, City Manager		12/19/2022		



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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: Citizens' Law Enforcement Advisory Board Appointments
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for appointments to the Citizens' Law Enforcement Advisory Board.

Background

The following resolution has been prepared for appointments to the Citizens' Law Enforcement Advisory Board as directed by the Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Discussion

The appointments are as follows:

<u>Name</u>	<u>Appointed By:</u>
Kenneth Kimble	Mayor
Matt Coleman	Zone 1
William Morgan	Zone 2
Stan Driscoll*	Zone 3
Ed Shumaker	Zone 4

*Appointment made following the Commission Workshop held December 6, 2022.

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Various boards and committees have been established to assist and advise the City

Commission.

Recommendation

It is requested that the resolution appointing members to the Citizens' Law Enforcement Advisory Board be approved.

Attachments:

1. 23-02 Citizens Law Enf appointments

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 15, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION NO. 2023-02

A RESOLUTION APPOINTING MEMBERS OF THE CITIZENS' LAW ENFORCEMENT ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Kenneth Kimble is hereby appointed to serve as a member of the Citizens' Law Enforcement Advisory Board, as the appointee of the Mayor.

SECTION TWO. Matt Coleman is hereby appointed to serve as a member of the Citizens' Law Enforcement Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. William Morgan is hereby appointed to serve as a member of the Citizens' Law Enforcement Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Stan Driscoll is hereby appointed to serve as a member of the Citizens' Law Enforcement Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Ed Shumaker is hereby appointed to serve as a member of the Citizens' Law Enforcement Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. The said appointees shall each serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve without compensation for such service in accordance with Article VI, Chapter 2, City of Ormond Beach *Code of Ordinances*, including section 2-223 thereof.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.C
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-03	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	General Employees' Pension Plan Board of Trustees Appointments			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to appoint members to the General Employees' Pension Plan Board of Trustees for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution appointing members to the General Employees' Pension Plan Board of Trustees be approved.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/13/2022		
Claire Whitley, Assistant City Manager		12/15/2022		
Joyce Shanahan, City Manager		12/19/2022		



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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: General Employees' Pension Plan Board of Trustees Appointments
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for appointments to the General Employees' Pension Plan Board of Trustees.

Background

The following resolution has been prepared for appointments to the General Employees' Pension Plan Board of Trustees as directed by the Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Discussion

The appointments are as follows:

<u>Name</u>	<u>Appointed By</u>
Michael Furman	Commission At-Large
John Olivari	Commission At-Large

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Various boards and committees have been established to assist and advise the City Commission.

Recommendation

It is requested that the resolution appointing members to the General Employees' Pension Plan Board of Trustees be approved.

Attachments:

1. 23-03 General Employees Pension Bd appointment

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 15, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION NO. 2023-03

A RESOLUTION APPOINTING TRUSTEES TO SERVE ON
THE GENERAL EMPLOYEES' PENSION PLAN BOARD;
SETTING FORTH TERMS AND CONDITIONS OF SERVICE;
AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Michael Furman and John Olivari are hereby appointed to serve
as at-large Trustees of the General Employees' Pension Plan Board.

SECTION TWO. The said appointees shall each serve a two (2) year term that
shall expire the day prior to the first regularly scheduled city commission meeting in January of
each odd-numbered year, and shall serve without compensation for such service in accordance
with Chapter 16, including section 16-3 thereof and Article I, of the City of Ormond Beach *Code
of Ordinances*.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.D
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-04	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	Historic Landmark Preservation Board Appointments			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to appoint members to the Historic Landmark Preservation Board for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution appointing members to the Historic Landmark Preservation Board be approved.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/13/2022		
Claire Whitley, Assistant City Manager		12/15/2022		
Joyce Shanahan, City Manager		12/19/2022		



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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: Historic Landmark Preservation Board Appointments
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for appointments to the Historic Landmark Preservation Board.

Background

The following resolution has been prepared for appointments to the Historic Landmark Preservation Board as directed by the Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Discussion

The appointments are as follows:

<u>Name</u>	<u>Appointed By</u>
Shannon Ruby Julien	Mayor
Faith Wilson	Zone 1
Tim Stockman	Zone 2
Miriam Hughey-Guy	Zone 3
Ellen Needham	Zone 4
Suzanne Heddy	Commission At-Large
Bill Denny	Commission At-Large
Sue Easton	The Casements Guild
Dr. Philip Shapiro	Ormond Beach Historical Society

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Various boards and committees have been established to assist and advise the City Commission.

Recommendation

It is requested that the resolution appointing members to the Historic Landmark Preservation Board be approved.

Attachments:

1. 23-04 Historic Landmark Preservation Bd appointment

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 15, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION NO. 2023-04

A RESOLUTION APPOINTING MEMBERS TO SERVE ON THE HISTORIC LANDMARK PRESERVATION BOARD; APPOINTING AT-LARGE MEMBERS; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Shannon Ruby Julien is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of the Mayor.

SECTION TWO. Faith Wilson is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. Tim Stockman is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Miriam Hughey-Guy is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Ellen Needham is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. Suzanne Heddy and Bill Denny are hereby appointed to serve as members of the Historic Landmark Preservation Board, as the at-large appointees of the City Commission.

SECTION SEVEN. Sue Easton is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of The Casements.

SECTION EIGHT. Dr. Philip Shapiro is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of The Ormond Beach Historic Trust.

SECTION NINE. The said appointees shall each serve two (2) year terms that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year and shall serve without compensation for such service in accordance with Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, and Section 1-17 of the *Land Development Code*.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.E
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-05	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	Human Resources Board Appointments			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to appoint members to the Human Resources Board for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution appointing members to the Human Resources Board be approved.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/13/2022		
Claire Whitley, Assistant City Manager		12/15/2022		
Joyce Shanahan, City Manager		12/19/2022		



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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: Human Resources Board Appointments
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for appointments to the Human Resources Board.

Background

The following resolution has been prepared for appointments to the Human Resources Board as directed by the Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Discussion

The appointments are as follows:

<u>Name</u>	<u>Appointed By</u>
Barbara Bonarrigo	Mayor
Bill Denny	Zone 1
Tim Stockman	Zone 2
Ryan Ochipa	Zone 3
Matt Coleman	Zone 4

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Various boards and committees have been established to assist and advise the City

Commission.

Recommendation

It is requested that the resolution appointing members to the Human Resources Board be approved.

Attachments:

1. 23-05 Human Resource Bd appointments

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 15, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION NO. 2023-05

A RESOLUTION APPOINTING MEMBERS OF THE HUMAN RESOURCES BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Barbara Bonarrigo is hereby appointed to serve as a member of the Human Resources Board, as the appointee of the Mayor.

SECTION TWO. Bill Denny is hereby appointed to serve as a member of the Human Resources Board, as the appointee of Zone One City Commissioner.

SECTION THREE. Tim Stockman is hereby appointed to serve as a member of the Human Resources Board, as the appointee of Zone Two City Commissioner.

SECTION FOUR. Ryan Ochipa is hereby appointed to serve as a member of the Human Resources Board, as the appointee of Zone Three City Commissioner.

SECTION FIVE. Matt Coleman is hereby appointed to serve as a member of the Human Resources Board, as the appointee of Zone Four City Commissioner.

SECTION SIX. The said appointees shall each serve two (2) year terms that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year and shall serve without compensation for such service in accordance with the provisions of Article VI, Chapter 2, of the *Code of Ordinances*, including section 2-214 thereof.

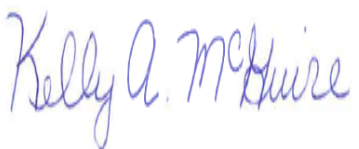
SECTION SEVEN. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED, this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.F
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-06	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	Firefighters' Pension Trust Fund Board of Trustees Appointments			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to appoint members to the Municipal Firefighters' Pension Trust Fund Board of Trustees for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution appointing members to the Firefighters' Pension Trust Fund Board of Trustees be approved.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/13/2022		
Claire Whitley, Assistant City Manager		12/15/2022		
Joyce Shanahan, City Manager		12/19/2022		



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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: Firefighters' Pension Trust Fund Board of Trustees Appointments
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for appointments to the Firefighters' Pension Trust Fund Board of Trustees.

Background

The following resolution has been prepared for appointments to the Firefighters' Pension Trust Fund Board of Trustees as directed by the Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Discussion

The appointments are as follows:

<u>Name</u>	<u>Appointed By</u>
Mike Scudiero	Commission At-Large
Mark Eisner	Commission At-Large

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Various boards and committees have been established to assist and advise the City Commission.

Recommendation

It is requested that the resolution appointing members to the Firefighters' Pension Trust Fund Board of Trustees be approved.

Attachments:

1. 23-06 Fire Pension Bd

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 15, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION NO. 2023-06

A RESOLUTION APPOINTING TRUSTEES TO SERVE ON THE FIREFIGHTERS' PENSION TRUST FUND BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Mark Eisner and Mike Scudiero are hereby appointed to serve as At-Large Trustees of the Firefighters' Pension Trust Fund Board.

SECTION TWO. The said appointees shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve without compensation for such service in accordance with Chapter 16, including section 16-42 thereof and Article III, of the City of Ormond Beach *Code of Ordinances*.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.G
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-07	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	Police Officers' Pension Trust Fund Board of Trustees Appointments			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to appoint members to the Police Officers' Pension Trust Fund Board of Trustees for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution appointing members to the Police Officers' Pension Trust Fund Board of Trustees be approved.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/13/2022		
Claire Whitley, Assistant City Manager		12/15/2022		
Joyce Shanahan, City Manager		12/19/2022		



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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: Police Officers' Pension Trust Fund Board of Trustees Appointments
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for appointments to the Police Officers' Pension Trust Fund Board of Trustees.

Background

The following resolution has been prepared for appointments to the Police Officers' Pension Trust Fund Board of Trustees as directed by the Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Discussion

The appointments are as follows:

<u>Name</u>	<u>Appointed By</u>
Kristin Deaton	Commission At-Large
Ken Artin	Commission At-Large

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Various boards and committees have been established to assist and advise the City Commission.

Recommendation

It is requested that the resolution appointing members to the Police Officers' Pension Trust Fund Board of Trustees be approved.

Attachments:

1. 23-07 Police Pension Bd

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 15, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION NO. 2023-07

A RESOLUTION APPOINTING TRUSTEES TO SERVE ON
THE POLICE OFFICERS' PENSION TRUST FUND BOARD;
ESTABLISHING TERMS AND CONDITIONS OF SERVICE;
AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Ken Artin and Kristin Deaton are hereby appointed to serve as
Trustees of the Police Officers' Pension Trust Fund Board.

SECTION TWO. The aforementioned appointees shall each serve a two-year term
that shall expire the day prior to the first regularly scheduled city commission meeting in January
of each odd-numbered year, and shall serve without compensation for such service in accordance
with Article VI, of Chapter 2, and Article IV, of Chapter 16, including section 16-73 thereof, City
of Ormond Beach *Code of Ordinances*.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.H
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-08	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	Neighborhood Improvement Advisory Board Appointments			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to appoint members to the Neighborhood Improvement Advisory Board for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution appointing members to the Neighborhood Improvement Advisory Board be approved.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/13/2022		
Claire Whitley, Assistant City Manager		12/15/2022		
Joyce Shanahan, City Manager		12/19/2022		



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: Neighborhood Improvement Advisory Board Appointments
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for appointments to the Neighborhood Improvement Advisory Board.

Background

The following resolution has been prepared for appointments to the Neighborhood Improvement Advisory Board as directed by the Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Discussion

The appointments are as follows:

<u>Name</u>	<u>Appointed By</u>
Margaret Sharifi	Mayor
Matthew Shapiro	Zone 1
David Glasser	Zone 2
Frank Ganz	Zone 3
Josh Pringle	Zone 4

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Various boards and committees have been established to assist and advise the City

Commission.

Recommendation

It is requested that the resolution appointing members to the Neighborhood Improvement Advisory Board be approved.

Attachments:

1. 23-08 Neighborhood Imp Adv Bd

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 15, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION NO. 2023-08

A RESOLUTION APPOINTING MEMBERS OF THE
NEIGHBORHOOD IMPROVEMENT ADVISORY BOARD;
SETTING FORTH TERMS AND CONDITIONS OF SERVICE;
AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Margaret Sharifi is hereby appointed to serve as a member of the Neighborhood Improvement Advisory Board, as the appointee of the Mayor.

SECTION TWO. Matthew Shapiro is hereby appointed to serve as a member of the Neighborhood Improvement Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. David Glasser is hereby appointed to serve as a member of the Neighborhood Improvement Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Frank Ganz is hereby appointed to serve as a member of the Neighborhood Improvement Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Josh Pringle is hereby appointed to serve as a member of the Neighborhood Improvement Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. The said appointees shall each serve two (2) year terms that shall expire the day prior to the first regularly scheduled city commission meeting in January of each

odd-numbered year, and shall serve without compensation for such service in accordance with Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, including section 2-218 thereof.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.1
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-09	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	Planning Board Appointments			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to appoint members to the Planning Board for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution appointing members to the Planning Board be approved.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/13/2022		
Claire Whitley, Assistant City Manager		12/15/2022		
Joyce Shanahan, City Manager		12/19/2022		



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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: Planning Board Appointments
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for appointments to the Planning Board.

Background

The following resolution has been prepared for appointments to the Planning Board as directed by the Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Discussion

The appointments are as follows:

<u>Name</u>	<u>Appointed By</u>
Mike Scudiero	Mayor
Alan Jorczak	Zone 1
G.G. Galloway	Zone 2
Doug Thomas	Zone 3
Angeline Shull	Zone 4
Barry du Moulin	Commission At-Large
Troy Railsback	Commission At-Large

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Various boards and committees have been established to assist and advise the City Commission.

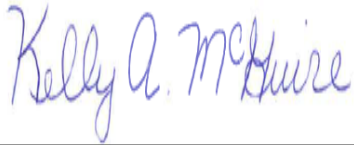
Recommendation

It is requested that the resolution appointing members to the Planning Board be approved.

Attachments:

1. 23-09 Planning Bd appt

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 15, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION 2023-09

A RESOLUTION APPOINTING MEMBERS OF THE PLANNING BOARD; APPOINTING AT-LARGE MEMBERS; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Mike Scudiero is hereby appointed to serve as a member of the Planning Board, as the appointee of the Mayor.

SECTION TWO. Alan Jorczak is hereby appointed to serve as a member of the Planning Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. G.G. Galloway is hereby appointed to serve as a member of the Planning Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Doug Thomas is hereby appointed to serve as a member of the Planning Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Angeline Shull is hereby appointed to serve as a member of the Planning Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. Barry duMoulin and Troy Railsback are hereby appointed to serve as members of the Planning Board, as the at-large appointees of the City Commission.

SECTION SEVEN. The aforementioned appointees shall each serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, in accordance with the provisions of Article VI, Chapter 2, of the *Code of Ordinances* and Chapter 1, Art. II, Section 1.15 of the *Land Development Code*.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.J
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-10	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	Goodwill Ambassador Program Appointments			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to appoint individuals to the Goodwill Ambassador Program for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution appointing Goodwill Ambassadors be approved.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval: Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager Joyce Shanahan, City Manager 12/13/2022 12/15/2022 12/19/2022   				



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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: Goodwill Ambassador Program Appointments
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for appointments to the Goodwill Ambassador Program.

Background

The following resolution has been prepared for appointments to the Goodwill Ambassador Program as directed by the Mayor at the Advisory Board Nominations Workshop held on December 6, 2022.

Discussion

The Mayor's appointments are as follows:

- Barbara Sandberg
- Ike Leary
- Gerald Brandon
- Rick Boehm

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

The ambassadors provide goodwill or symbolic representation on behalf of the City and

Mayor at various meetings, events and functions.

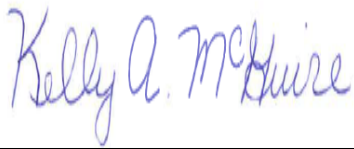
Recommendation

It is requested that the resolution appointing Goodwill Ambassadors be approved.

Attachments:

1. 23-10 Goodwill Ambassador Program

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 15, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION NO. 2023-10

A RESOLUTION APPOINTING MEMBERS OF THE GOODWILL AMBASSADOR PROGRAM; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Barbara Sandberg is hereby appointed to serve as a member of the Goodwill Ambassador Program, as the appointee of the Mayor.

SECTION TWO. Ike Leary is hereby appointed to serve as a member of the Goodwill Ambassador Program, as the appointee of the Mayor.

SECTION THREE. Gerald Brandon is hereby appointed to serve as a member of the Goodwill Ambassador Program, as the appointee of the Mayor.

SECTION FOUR. Rick Boehm is hereby appointed to serve as a member of the Goodwill Ambassador Program, as the appointee of the Mayor.

SECTION FIVE. The above named appointees shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve in accordance with Article VI, Chapter 2, *Code of Ordinances*, including section 2-227 thereof.

SECTION SIX. The said appointees shall receive no compensation for services, but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of their respective duties.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON

Mayor

ATTEST:

SUSAN CARROLL DAUDERIS

City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.K
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-11	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	River to Sea Transportation Planning Organization Appointments			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to approve and appoint a member and alternate to the River to Sea Transportation Planning Organization for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution appointing a member and alternate to the River to Sea Transportation Planning Organization be approved as submitted.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/13/2022		
Claire Whitley, Assistant City Manager		12/15/2022		
Joyce Shanahan, City Manager		12/19/2022		



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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: River to Sea Transportation Planning Organization Appointments
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for the appointment of a member and alternate to the River to Sea Transportation Planning Organization.

Background

As a member, the City makes a member appointment and alternate appointment to the River to Sea Transportation Planning Organization.

Discussion

The following resolution has been prepared to appoint **Mayor Bill Partington**, and **Deputy Mayor/Commissioner Harold Briley as alternate**, to the River to Sea Transportation Planning Organization as directed by the City Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Ormond Beach and the citizens are represented by having a City Commission member, and designated alternate, serving on the River to Sea Transportation Planning Organization.

Recommendation

It is requested that the resolution appointing a member and alternate to the River to

Sea Transportation Planning Organization be approved as submitted.

Attachments:

1. 23-11 River to Sea TPO appt

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 15, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION NO. 2023-11

A RESOLUTION APPOINTING A REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE AS MEMBERS OF THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION; ESTABLISHING TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Mayor Bill Partington is hereby appointed as the representative of the City of Ormond Beach, to serve as a voting member of the River to Sea Transportation Planning Organization.

SECTION TWO. Deputy Mayor/Commissioner Harold Briley is hereby appointed as the alternate representative of the City of Ormond Beach, to serve as a voting member of the River to Sea Transportation Planning Organization.

SECTION THREE. The said appointees shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall receive no compensation for such service.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.L
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-12	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	River to Sea Transportation Planning Organization, Bicycle and Pedestrian Advisory Committee Appointment			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to approve an appointee to the River to Sea Transportation Planning Organization BPAC for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution appointing a citizen representative to the River to Sea Transportation Planning Organization BPAC be approved.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/13/2022		
Claire Whitley, Assistant City Manager		12/15/2022		
Joyce Shanahan, City Manager		12/19/2022		



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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: River to Sea Transportation Planning Organization, Bicycle and Pedestrian Advisory Committee Appointment

Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for the appointment of a citizen representative to the Bicycle/Pedestrian Advisory Committee (BPAC) for the River to Sea Transportation Planning Organization.

Background

As a member of the River to Sea Transportation Planning Organization, Section 7.0 of the bylaws provides that the City is allowed to make an appointment to the BPAC.

Discussion

The Commission has nominated **Gayle Belin** to serve on this committee. The following resolution has been prepared for the appointment to the River to Sea Transportation Planning Organization BPAC, as directed by the Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Ormond Beach and the citizens are represented by having an appointee to the River to Sea Transportation Planning Organization BPAC.

Recommendation

It is requested that the resolution appointing a citizen representative to the River to Sea Transportation Planning Organization BPAC be approved.

Attachments:

1. 23-12 Bicycle & Ped Adv Cmtee appointment

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 15, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION NO. 2023-12

A RESOLUTION APPOINTING A REPRESENTATIVE AS A MEMBER OF THE RIVER TO SEA BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE; ESTABLISHING TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Gayle Belin is hereby appointed as the representative of the City of Ormond Beach to serve as a voting member of the River to Sea Bicycle and Pedestrian Advisory Committee.

SECTION TWO. The said appointee shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall receive no compensation for such service.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.M
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-13	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	River to Sea Transportation Planning Organization, Citizens Advisory Committee			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to approve an appointee to the River to Sea Transportation Planning Organization, Citizens Advisory Committee for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution appointing a representative to the River to Sea Transportation Planning Organization, Citizens Advisory Committee be approved.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/13/2022		
Claire Whitley, Assistant City Manager		12/15/2022		
Joyce Shanahan, City Manager		12/19/2022		



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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: River to Sea Transportation Planning Organization, Citizens Advisory Committee

Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for the appointment of a representative to the Citizens Advisory Committee for the River to Sea Transportation Planning Organization.

Background

As a member of the River to Sea Transportation Planning Organization, Section 7.0 of the bylaws provides that the City is allowed to make an appointment to the Citizens Advisory Committee.

Discussion

The Commission has nominated **Fred Heyne** to serve on this committee. The following resolution has been prepared for the appointment to the Citizens Advisory Committee, as directed by the Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Ormond Beach and the citizens are represented by having an appointee to the River to Sea Transportation Planning Organization, Citizens Advisory Committee.

Recommendation

It is requested that the resolution appointing a representative to the River to Sea Transportation Planning Organization, Citizens Advisory Committee be approved.

Attachments:

1. 23-13 River to Sea Citizens Adv Cmtee appt

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 15, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION NO. 2023-13

A RESOLUTION APPOINTING A REPRESENTATIVE AS A MEMBER OF THE RIVER TO SEA CITIZENS ADVISORY COMMITTEE; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Fred Heyne is hereby appointed as the representative of the City of Ormond Beach to serve as a voting member of the River to Sea Citizens Advisory Committee.

SECTION TWO. The said appointee shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall receive no compensation for such service.

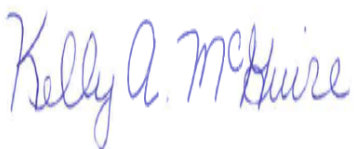
SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.N
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-14	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	Ormond Beach MainStreet, Inc., Board of Directors Appointments			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to approve an appointee to the Ormond Beach MainStreet, Inc. Board of Directors for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution making an appointment to the Ormond Beach MainStreet, Inc. Board of Directors be approved as submitted.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/13/2022		
Claire Whitley, Assistant City Manager		12/15/2022		
Joyce Shanahan, City Manager		12/19/2022		



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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: Ormond Beach MainStreet, Inc., Board of Directors Appointments
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for appointment to the Ormond Beach MainStreet Inc., Board of Directors.

Background

Ormond Beach MainStreet, Inc. is a non-profit corporation, for the purpose of promoting the economic, physical and esthetic redevelopment and maintenance of the Ormond Beach MainStreet district. The City Commission and City Manager each appoint one (1) member to the board of directors. The Commission appointment is a two-year term.

Discussion

The following resolution has been prepared to appoint **Commissioner Lori Tolland** to the Ormond Beach MainStreet Inc., Board of Directors, as directed by the City Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Ormond Beach and the citizens are represented by having a member serving on the Ormond Beach MainStreet, Inc. Board of Directors.

Recommendation

It is requested that the resolution making an appointment to the Ormond Beach

MainStreet, Inc. Board of Directors be approved as submitted.

Attachments:

1. 23-14 Ormond Main St appt

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 15, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION NO. 2023-14

A RESOLUTION APPOINTING A REPRESENTATIVE TO SERVE AS A MEMBER OF THE BOARD OF DIRECTORS OF ORMOND MAIN STREET, INC.; SETTING FORTH TERM AND CONDITIONS OF SERVICE; SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Commissioner Lori Tolland is hereby appointed as the representative of the City of Ormond Beach to serve as a member of the Board of Directors of Ormond Main Street, Inc., in accordance with the Charter and Bylaws of the said corporation.

SECTION TWO. The said appointee shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall receive no compensation for such service.

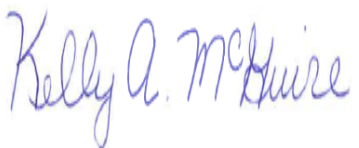
SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.O
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-15	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	Opioid Abatement Funding Advisory Board Appointment			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to approve an appointee to the Opioid Abatement Funding Advisory Board for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution making an appointment to the Opioid Abatement Funding Advisory Board be approved as submitted.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/13/2022		
Claire Whitley, Assistant City Manager		12/15/2022		
Joyce Shanahan, City Manager		12/19/2022		



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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: Opioid Abatement Funding Advisory Board Appointment
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for appointment to the Opioid Abatement Funding Advisory Board.

Background

The Volusia County Council adopted an Opioid Settlement Fund Abatement Plan to comply with the state's settlement requirements. As a result of the interlocal agreement with the cities, an Opioid Abatement Funding Advisory Board was created, and each participating local government appoints one member to the board.

Discussion

The following resolution has been prepared to appoint **Mayor Bill Partington** to the Opioid Abatement Funding Advisory Board, as directed by the City Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Ormond Beach and the citizens are represented by having an appointee to the Opioid Abatement Funding Advisory Board.

Recommendation

It is requested that the resolution making an appointment to the Opioid Abatement

Funding Advisory Board be approved as submitted.

Attachments:

1. 23-15 Opioid Abatement Funding appointment

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 15, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION NO. 2023-15

A RESOLUTION APPOINTING A REPRESENTATIVE TO SERVE AS A MEMBER OF THE OPIOID ABATEMENT FUNDING ADVISORY BOARD; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Mayor Bill Partington is hereby appointed as the representative of the City of Ormond Beach to serve as a member of the Opioid Abatement Funding Advisory Board.

SECTION TWO. The said appointee shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall receive no compensation for such service.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.P
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-16	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	First Step Shelter Board of Directors Appointment			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to approve an appointment to the First Step Shelter Board of Directors for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution making an appointment to the First Step Shelter Board of Directors be approved as submitted.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/13/2022		
Claire Whitley, Assistant City Manager		12/15/2022		
Joyce Shanahan, City Manager		12/19/2022		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: First Step Shelter Board of Directors Appointment
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for appointment to the First Step Shelter Board of Directors.

Background

As a participating and contributing city to the First Step Shelter, the City Commission appoints a member to a seat on the First Step Shelter Board of Directors.

Discussion

The following resolution has been prepared to appoint **Commissioner Susan Persis** to the First Step Shelter Board of Directors, as directed by the City Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Ormond Beach and the citizens are represented by having a member serving on the First Step Shelter Board of Directors.

Recommendation

It is requested that the resolution making an appointment to the First Step Shelter Board of Directors be approved as submitted.

Attachments:

1. 23-16 First Step Shelter appointment

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 15, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION NO. 2023-16

A RESOLUTION APPOINTING A REPRESENTATIVE TO SERVE AS A MEMBER OF THE BOARD OF DIRECTORS OF FIRST STEP SHELTER, INC.; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, First Shelter, Inc. is a non-profit corporation established by the City of Daytona Beach for the purpose of operating a homeless assistance shelter and service program located in Volusia County, and

WHEREAS, the City Commission finds it in the best interest of the City to appoint Commissioner Susan Persis as a representative to serve on the board, now therefore,

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

SECTION ONE. Commissioner Susan Persis is hereby appointed as the representative of the City of Ormond Beach to serve as a member of the Board of Directors of First Step Shelter, Inc.

SECTION TWO. The said appointee shall serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall receive no compensation for such service.

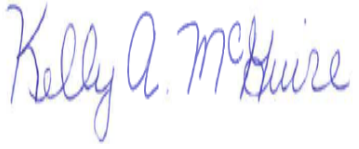
SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.Q
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-17	
Strategic Goal:	Community Development – Other			
Department :	Finance - Grants			
Subject:	Approval of Community Development Block Grant FY 2022-2023 Subrecipient Agreement			
Budget Impact:	There is no budgetary impact to the City's budget. The cost of the approved activities will be reimbursed to the City by the County of Volusia Community Assistance.			
Summary:	CDBG for FY 2022-2023 includes the reconstruction of the North Ridgewood Avenue sidewalk making it ADA compliant as well as Hope Place funding for their housing counseling program in efforts to return residents to permanent housing.			
Recommended Action:	It is respectfully recommended that the City Commission authorize the Mayor and City Manager to execute the Community Development Block Grant FY 2022-2023 Subrecipient Agreement with Volusia County.			
Staff Contact:	Loretta Moisia, Grants Coordinator, (386) 676-3315			
Approval:				
Kelly McGuire, Finance Director		12/14/2022		
Claire Whitley, Assistant City Manager		12/15/2022		
Joyce Shanahan, City Manager		12/19/2022		



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Loretta Moio, Grants Coordinator
Date: January 10, 2023
Subject: Approval of Community Development Block Grant FY 2022-2023 Subrecipient Agreement

Commission Goal: Community Development – Other

Introduction

This is a request for the City Commission to authorize the execution of the Community Development Block Grant (CDBG) Fiscal Year (FY) 2022-2023 Subrecipient Agreement to provide the City with \$171,903. Federal CDBG funds are passed through the Volusia County Community Services Department to the City of Ormond Beach.

Background

On June 7, 2022, the City Commission approved Resolution No. 2022-77 authorizing the submittal of the FY 2022-2023 Annual Plan to Volusia County for funding in the amount of \$171,903. The Subrecipient Agreement is consistent with the CDBG program provisions previously approved by the City Commission.

Discussion

As previously approved by the City Commission with the adoption of Resolution No. 2022-77, the CDBG programmed activities for FY 2022-2023 include the following:

FY 2022-2023	
Public Improvements	
North Ridgewood Avenue Sidewalk (Hernandez Avenue to New Britain Avenue) - Part I - Remove existing 4 foot wide non-ADA deteriorated sidewalk and replace with a new 5 foot wide ADA compliant sidewalk, including ADA compliant detectable mats and curbing on the east side of North Ridgewood Avenue.	\$149,403
North Ridgewood Avenue Sidewalk (Wilmette Avenue to Hernandez Avenue) - Part II - The sidewalk in this section is in	

good shape and is 5 foot wide but lacks ADA compliant detectable mats and curbing. This project would include the modification of the curbing and adding detectable mats as included in Part I. Part II can be bid as an alternate to determine if sufficient funding is available. This project is located within the City's current CDBG Priority Area.	
Public Services	
Hope Place - Funding to be used to pay staff to expand the housing counseling program and to bring back the parenting class that was discontinued during the pandemic. Funding will also be used to pay for course and promotional materials. The suggested budget is below the maximum allowed (15% of total annual allocation) for public service activities.	\$ 22,500
Total	\$171,903

In February 2019, staff was notified of the City's new CDBG Priority Area (map attached) designating low/mod income areas. Since the last map update in 2015, two new areas were added: one on the peninsula and one in the southwest portion of the City.

Budget Impact

There is no budgetary impact to the City's budget. The cost of the approved activities will be reimbursed to the City by the County of Volusia Community Assistance.

Citizen Impact

The activities recommended for the CDBG FY 2022-2023 Annual Plan will benefit citizens located within the City's CDBG priority area primarily, and secondarily those who visit the area. The public service activity will provide benefit to the homeless population.

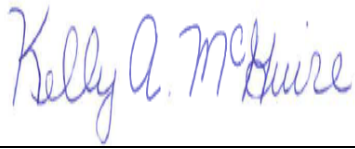
Recommendation

It is respectfully recommended that the City Commission authorize the Mayor and City Manager to execute the Community Development Block Grant FY 2022-2023 Subrecipient Agreement with Volusia County.

Attachments:

1. 23-17 CDBG Subrecipient Agreement (P22-0214G)
2. CDBG FY 22-23 Subrecipient Agreement
3. CDBG Priority Map 2019

Approvals:



Kelly McGuire, Finance Director

Date: December 14, 2022



Claire Whitley, Assistant City Manager

Date: December 15, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION NO. 2023-17

A RESOLUTION AUTHORIZING EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR FISCAL YEAR 2022-2023 BETWEEN THE CITY AND THE COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and the County of Volusia desire to enter into a Community Development Block Grant Subrecipient Agreement for the 2022-2023 Fiscal Year, and

WHEREAS, on June 7, 2022, the City Commission approved Resolution No. 2022-77 authorizing submittal of the Fiscal Year 2022-2023 Annual Plan to Volusia County, and

WHEREAS, the proposed 2022-2023 Subrecipient Agreement, attached hereto and incorporated herein by reference, is consistent with the CDBG budget provisions previously approved; 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 Community Development Block Grant Subrecipient Agreement between the City of Ormond Beach and the County of Volusia for Fiscal Year 2022-2023.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2022/23**

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**COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2022/23**

This AGREEMENT is made by and between THE COUNTY OF VOLUSIA, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and CITY OF ORMOND BEACH, a governmental entity located in Volusia County, Florida (hereinafter referred to as the "SUBRECIPIENT").

WITNESSETH:

WHEREAS, the COUNTY has the authority to enter into a binding agreement for the expenditure of all or a portion of its Community Development Block Grant (CDBG) funds; and

WHEREAS, the regulations of 24 CFR 570, (as now in effect and as may be amended from time to time), which are incorporated by reference, constitute a part of this AGREEMENT; and

WHEREAS, the COUNTY has determined that the SUBRECIPIENT, through its participation in the County of Volusia Urban County Community Development Block Grant, meets the requirement for subrecipients as defined at 24 CFR 570.500(c); and

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth herein, the COUNTY and the SUBRECIPIENT or its authorized agent ("Agent") agree as follows:

1. **Responsibility for Grant Administration:** In accordance with Subpart J of 24 CFR 570, the COUNTY is responsible for ensuring the administration of CDBG funds in accordance with all program requirements. The use of subrecipients or contractors does not relieve the COUNTY of this responsibility. The COUNTY is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise, such as those actions described in 24 CFR 570-910.
2. **Other Program Requirements:** This AGREEMENT shall require the SUBRECIPIENT and/or its Agent, as applicable, to carry out each activity in compliance with all federal laws and regulations in Subpart K of 24 CFR 570 as further described in ATTACHMENT III—Certifications and Other Regulations, which is attached hereto and made a part hereof as if fully rewritten, except that:
 - a. Neither the SUBRECIPIENT nor its Agent, as applicable, assumes the COUNTY'S environmental responsibilities as described in 24 CFR 570.604; and

- b. Neither the SUBRECIPIENT nor its Agent, as applicable, is required to comply with the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970, as amended, and described in 49 CFR Part 24; and
 - c. Neither the SUBRECIPIENT nor its Agent, as applicable, assumes the COUNTY'S responsibility for initiating the governmental review process under Executive Order 12372, as described at 24 CFR 576.612.
- 3. **Scope of Services:** The SUBRECIPIENT or its Agent, as applicable, hereby agrees to allow expenditure of "Urban County CDBG" funds, as defined in 24 CFR 570.3, within its jurisdiction. The COUNTY, SUBRECIPIENT or its Agent, as applicable, hereby agrees to utilize funds made available under the CDBG Program for the purpose of implementing activities as described in SECTION A—Activity Responsibility and Description of ATTACHMENT I—STATEMENT OF WORK, which is attached hereto and made a part hereof as if fully rewritten. Changes in ATTACHMENT I—STATEMENT OF WORK may be requested from time-to-time by the COUNTY or the SUBRECIPIENT or its Agent, as applicable, and shall be incorporated as written amendments to this AGREEMENT. The SUBRECIPIENT or its Agent, as applicable, certifies that the Community Development project(s) provided for herein shall be given maximum feasible priority to activities that benefit low-or moderate-income families, according to the metrics set forth in 24 CFR 570.3, or aid in the prevention or elimination of slums or blight.
- 4. **Time of Performance:** This AGREEMENT shall take effect from October 1, 2022 through and including September 30, 2023. If necessary, the performance period of the AGREEMENT may be extended through a formal amendment process initiated by a written request from the SUBRECIPIENT.
- 5. **Compensation:** The COUNTY shall compensate the SUBRECIPIENT or its Agent, as applicable, for all allowable and eligible expenditures made for those community development project(s) for which they are responsible as described in SECTION A—Activity Responsibility and Description of ATTACHMENT I—STATEMENT OF WORK. Compensation shall be made in accordance with the budget schedule set forth in ATTACHMENT II—BUDGET, which is attached hereto and made a part hereof as if fully rewritten. Compensation shall be provided during the term of this AGREEMENT.
- 6. **Method of Payment:** Subject to receipt of funds from the United States Treasury, the COUNTY agrees to reimburse the SUBRECIPIENT or its Agent, as applicable, for authorized expenditures for which vouchers and other similar documentation to support payment expenses are maintained by the SUBRECIPIENT or its Agent, as applicable, under generally accepted accounting principles and procedures approved by the COUNTY and outlined in 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The documentation required to support reimbursement requests from the COUNTY are listed in ATTACHMENT V. A reimbursement request received with all the necessary backup and compliance verification will be classified as a proper invoice and processed as such. All payments by the COUNTY shall be governed by the Florida Prompt Payment Act (Part VII of Chapter 218, Florida Statutes), as applicable.

7. **Compliance with Regulations:** The SUBRECIPIENT and its Agent shall comply with the applicable uniform administrative requirements as described in 24 CFR 570.502, including those listed in ATTACHMENT III-CERTIFICATION AND OTHER REGULATIONS, which are attached hereto and made a part hereof as if fully rewritten.
8. **Maintenance and Availability of Records:** In connection with the AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials, and any evidence pertaining to costs incurred, as more fully described in ATTACHMENT IV-RECORDS TO BE MAINTAINED, which is attached hereto and made a part hereof as if fully rewritten.

Copies of all CDBG related records generated by the SUBRECIPIENT or its Agent, as applicable, shall be available for inspection by the Department of Housing and Urban Development, the Comptroller General of the United States, and any authorized representative of the COUNTY.

Such records shall be available at the SUBRECIPIENT or its Agent's offices, as applicable, at all reasonable times during the contract period and kept for a period of five (5) years after expiration of this AGREEMENT. If a claim, investigation, or litigation is pending after what is assumed to be final payment, such pending action is deemed to have cancelled the final payment date. In such a case, the retention period will not commence again until final settlement of the claim, investigation or litigation.

This Section 8 shall be in addition to, and not in lieu of, the Florida Public Records law requirements set forth in Section 22 herein.

9. **Request for Monthly Reimbursement and Expense Summary:** The form provided in ATTACHMENT V and other such documentation as described above shall be submitted to the COUNTY by the 10th day of each month for the preceding month. All required reports and backup documentation, as described in ATTACHMENT V, must be provided for the COUNTY to accept the request as a proper invoice for payment. The payment request will be rejected if all required documentation is not provided, or if the project has not met Davis-Bacon Fair Labor Standard compliance requirements during the period of the payment request. The COUNTY shall process and make payment to the SUBRECIPIENT in accordance with the Florida Prompt Payment Act, as applicable, for reimbursement requests received that meet the requirements of a proper invoice.
10. **Program Income:** All income received from CDBG funded activities shall be considered program income and subject to the requirements set forth in 24 CFR 570.504 (c) of the CDBG regulations. The AGREEMENT, ATTACHMENT II – BUDGET, specifies whether program income received is to be returned to the COUNTY or retained by the SUBRECIPIENT and/or its Agent, as applicable.

11. **Reversion of Assets:** Upon expiration of this AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, agrees to transfer to the COUNTY any CDBG funds on hand at the time of expiration and shall assign any accounts receivable attributable to the use of CDBG funds to the County. It shall also ensure that any real property under the SUBRECIPIENT or its Agent's control, as applicable, that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:
- a. Used to meet one of the National Objectives in 24 CFR 570.208 until 5 years after expiration of the AGREEMENT, or such longer period of time as determined appropriate by the COUNTY; or
 - b. Is disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. (Reimbursement is not required after the period of time specified in Paragraph 11.a. above).
12. **Subcontracting:** All work or services covered by this AGREEMENT, which is subcontracted, shall be specified by written contract and subject to all provisions of this AGREEMENT. **All subcontracts must be submitted to the County for its prior written approval and are subject to such approval prior to any execution thereof.**
13. **Suspension and Termination:** The COUNTY may terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any CDBG funds at its discretion if the SUBRECIPIENT or its Agent, as applicable:
- a. Violates any provision of this AGREEMENT; or
 - b. Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended; or
 - c. Violates any applicable regulations or terms and conditions of approval of the applications that the Secretary of Housing and Urban Development has issued or shall subsequently issue during the period of this AGREEMENT; or
 - d. Fails to complete performance in a timely manner; or
 - e. Files for bankruptcy (voluntary or involuntary); becomes subject through appointment by any court to a receiver taking possession of substantially all of its assets or remaining in receivership in excess of 60 days; has substantially all of its assets attached, subject to execution or other judicial seizure; or does not perform as required under this Agreement.

The COUNTY may also terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, by giving the SUBRECIPIENT or its Agent, as applicable, 30 days' written notice, in the event that the Secretary of HUD shall:

f. Withdraw funds allocated to the COUNTY under its application for program activities that substantially prevent performance of the Community Development program in the COUNTY;

g. Terminate the COUNTY'S funding allocation pursuant to an Act of Congress.

14. **Audit:** The SUBRECIPIENT and its Agent, as applicable, shall comply with the audit requirements set forth in 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

15. **Conflict of Interest:** The SUBRECIPIENT certifies that it and its Agent, as applicable, maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds.

Except for the use of CDBG funds to pay for salaries and other related administrative or personnel costs, the SUBRECIPIENT certifies that no employee, agent, or officer of the SUBRECIPIENT or its Agent, as applicable, who exercises decision making responsibility with respect to CDBG funds and activities, is allowed to obtain a financial interest in or benefit from CDBG activities, or have a financial interest in any contract, subcontract or agreement regarding those activities or in the proceeds of the activities. Specifically:

- a. This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, designated public agency, SUBRECIPIENT or its Agent; and to their immediate family members, and business partner(s).
- b. The requirement applies for such persons during their tenure and for a period of one year after leaving the grantee, SUBRECIPIENT or its Agent, as applicable, organization.
- c. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities (Section 570.201-205); and provision of loans to individuals, businesses and other private entities.
- d. Upon written request, exceptions may be granted by HUD after consideration of the cumulative effect of various factors on a case-by-case basis, and only with: (a) full disclosure of the potential conflict, and (b) a legal opinion of the grantee's attorney that there would be no violation of state or local laws in granting the exception.

16. **Indemnification:** The SUBRECIPIENT and its Agent, as applicable, shall hold harmless, defend and indemnify the COUNTY, 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, the U.S. Department of Housing and Urban Development, and any other governmental agencies or subdivisions, and their officers, agents and employees, from, or on any account of, any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever that arise from the SUBRECIPIENT'S, or its Agent's, employees', or officers' performance or non-performance of the terms of this AGREEMENT.

17. **Additional Provisions:** Notwithstanding anything set forth in 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 (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature liability in tort, and, unless otherwise further limited by state or federal law, the cap on the amount and liability of the COUNTY for damages arising from any claims related to this AGREEMENT, regardless of the number or nature of claims or whether such claim sounds in tort, equity, or contract, shall not exceed the dollar amount set by the Florida legislature for tort damages. Further, nothing in this AGREEMENT shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY OF VOLUSIA, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of state or federal law, except as may be expressly provided herein.
18. In no event shall the COUNTY be liable to the SUBRECIPIENT or its Agent, as applicable, for any incidental, indirect, special, punitive or consequential damages even if the COUNTY knew or should have known about the possibility of such damages for any provision of this AGREEMENT.
19. The SUBRECIPIENT shall, and shall ensure that its Agent, as applicable, shall at its own expense, defend, indemnify and hold harmless the COUNTY, 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,, from and against all liabilities, claims, demands, actions, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) which may arise under any claim or cause of action whatsoever, contract, equity or tort (including personal injury, death, and damage to tangible property) to the extent caused by the SUBRECIPIENT's or its Agent's, as applicable, negligence or intentional tortuous conduct in the performance of this AGREEMENT.
20. Notwithstanding the provisions of Paragraph 17, the SUBRECIPIENT and its Agent, shall save, indemnify, and hold the COUNTY harmless from any and all claims and actions from the SUBRECIPIENT's Subcontractors for payment for Services and Software provided by Subcontractors for the SUBRECIPIENT or its Agent, as applicable, under this AGREEMENT.
21. **Venue / Jurisdiction / Attorney's Fees.** This AGREEMENT shall be governed by the laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida. Venue for and jurisdiction over any civil lawsuit filed in connection with this AGREEMENT shall, if in state court, be in the 7th Judicial Circuit in and for Volusia

County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. In any civil dispute arising from this AGREEMENT, the parties agree to bear their own attorneys' fees and costs, unless otherwise expressly provided herein.

22. **PUBLIC RECORDS.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Subrecipient with this statement and establish the following requirements as contractual obligations pursuant to the AGREEMENT:

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5955, communityassistance@volusia.org, or by mail, Community Assistance Division, Attn: Public Records Custodian, 121 W. Rich Ave., DeLand, FL 32720.

By entering into this AGREEMENT, Subrecipient acknowledges and agrees that any records maintained, generated, received, or kept in connection with or related to the performance of services provided under this AGREEMENT 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 Subrecipient entering into an AGREEMENT for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this AGREEMENT.
- B. 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.
- 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 AGREEMENT term and following completion or termination of the AGREEMENT if the Subrecipient does not transfer the records to the County.
- D. Upon completion or termination of the AGREEMENT, transfer, at no cost, to the County all public records in the possession of the Subrecipient or keep and maintain public records required by the County to perform the service. If the Subrecipient transfers all public records to the County upon completion or termination of the AGREEMENT, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion or termination of the AGREEMENT, the Subrecipient

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.

Pursuant to current state law, requests to inspect or copy public records relating to the County's AGREEMENT for services must be made directly to the County. If Subrecipient receives any such request, Subrecipient shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Subrecipient of such request, and the Subrecipient must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Subrecipient 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. Subrecipient 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. Subrecipient shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Subrecipient's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Subrecipient'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. Subrecipient authorizes County to seek declaratory, injunctive, or other appropriate relief against Subrecipient from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

23. SUBRECIPIENT acknowledges the COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")), the SUBRECIPIENT acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. SUBRECIPIENT and its Agent, as applicable, agrees to comply with these laws and any other laws related to complying with the Sunshine Law, to require any Subcontractors to comply with all laws, as applicable, and to assist COUNTY in complying with the same as it relates to all aspects of this AGREEMENT.
24. The SUBRECIPIENT and its Agent, as applicable, agrees to maintain such financial records and other records as may be prescribed by the COUNTY or by applicable federal and state laws, rules, and regulations. COUNTY shall have the right to audit the books, records, and accounts of the SUBRECIPIENT and its Agent, as applicable, that are directly related to this AGREEMENT. The SUBRECIPIENT shall, and shall require its Agent, as applicable, to keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this AGREEMENT. The SUBRECIPIENT and its Agent, as applicable, 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 the required retention period of the Florida Public

Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this AGREEMENT. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to the SUBRECIPIENT's or its Agent's records, as applicable, the SUBRECIPIENT and its Agent shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the SUBRECIPIENT or its Agent, as applicable. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

25. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this AGREEMENT will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Carmen Hall Director, Community Assistance Address: 121 W. Rich Ave. DeLand, FL 32720 Phone: (386) 736-5955 Fax: (386) 740-5112	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave. Room 301 DeLand, FL 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of SUBRECIPIENT :	with a copy of legal notices to:
City of Ormond Beach Attn: Joyce Shanahan, City Manager Address: P.O. Box 277 Ormond Beach, FL 32175 Phone: (386) 676-3200 Fax: (386) 676-3384	Attn: Randy Hayes, City Attorney Address: P.O. Box 277 Ormond Beach, FL 32175 Phone: (386) 676-3392 Fax: (386) 676-3321

26. Each party will act in good faith in the performance of its respective responsibilities under this AGREEMENT and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this AGREEMENT.
27. This Agreement shall not be assigned, transferred, or encumbered by SUBRECIPIENT unless authorized by the COUNTY in writing as a modification to this Agreement.
28. By entering into this AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, and the COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this AGREEMENT for any litigation limited solely to the parties of this AGREEMENT and to the Agent of SUBRECIPIENT, as applicable.
29. If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this AGREEMENT shall remain in full force and effect unless the COUNTY or the SUBRECIPIENT elect to terminate this AGREEMENT. An election to terminate this AGREEMENT based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this AGREEMENT, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
30. This Agreement and attached exhibits and amendments thereto constitute the full and complete understanding between the parties.
31. **Amendments:** Upon mutual consent of both parties, this AGREEMENT may be amended in writing.

**COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2022/23**

SIGNATURE PAGE

IN WITNESS WHEREOF, the COUNTY and the SUBRECIPIENT have executed this AGREEMENT.

Joyce Shanahan
City Manager
City of Ormond Beach

Date

Carmen Hall
Community Assistance Director
County of Volusia

Date

Bill Partington
Mayor
City of Ormond Beach

Date

ATTACHMENT I – STATEMENT OF WORK

SECTION A – ACTIVITY RESPONSIBILITY AND DESCRIPTION

The organization responsible for implementing each activity and a brief description of the activity is identified below. Implementation of these activities shall comply with the regulations of 24 CFR 570, as now in effect and as may be amended from time to time.

The COUNTY shall:

1. Be responsible for monitoring all programmatic regulations, to provide review and certification that environmental regulations have been adhered to, and providing technical assistance as requested.
2. Be responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise.
3. The COUNTY Housing and Grants Staff shall review and approve, prior to execution, all procurement procedures and subcontracts for compliance with the Davis-Bacon Fair Labor Standards Provisions, Minority and Women's Business Enterprise (MWBE) affirmative requirements, Executive Order 11246, Section 3 of Housing and Urban Development Act of 1968, Federal Debarment/Suspension of contractors, and other applicable federal labor and equal opportunity requirements.

The SUBRECIPIENT shall be responsible for implementing the following activities:

1. N. Ridgewood Avenue Sidewalk Improvement: Be responsible for the installation of an ADA compliant sidewalk with detectable mats and curbing along N. Ridgewood from Hernandez to New Britain. The project will include detectable mats and curbing from Wilmette Ave to Hernandez if funding allows.
2. Hope Place Public Service: Be responsible for operating costs for Hope Place Shelter. Provision of funds will be used for salaries for housing counselors, educational materials and promotional materials at Hope Place.
3. Be responsible for ensuring that funds distributed are used in accordance with CDBG guidelines by extending all provisions of this subrecipient agreement to written agreements with funded agency. The SUBRECIPIENT will perform programmatic monitoring of this agency and maintain records documenting this monitoring.
4. Be responsible for contacting the Volusia County Community Assistance Housing and Grants Staff **prior** to implementing any phase of construction of the above listed activities. The City agrees to inform and include the Housing and Grants Staff in all pre-bid, bid, pre-construction, or any other applicable meeting related to the above listed activities
5. Be responsible for compliance with all Davis-Bacon Fair Labor Standard regulations with regard to the above listed construction projects. The City agrees to provide

certified payroll and contractors invoices related to the above listed activities to the Volusia County Housing and Grants Staff for approval **prior** to requesting reimbursement for any expenditure.

SECTION B – AREA SERVICES

Persons residing in the geographic location of the following Census Tracts and Block Groups will benefit from the above listed activities. The percentage of low/moderate income persons residing in each Census Tract and Block Group, as defined by the American Community Survey data, is shown below.

Activity	Census Tract(s)/ Block Group(s)	Percentage Low/Moderate Income Persons
Capital Projects		
N. Ridgewood Avenue Sidewalk Improvement	806/2	53.85%
Public Services		
Hope Place Public Service	N/A	N/A

SECTION C – WORK SCHEDULE

SUBRECIPIENT

Description of Activities	Time	Quantity	Milestone
<u>N. Ridgewood Avenue Sidewalk Improvement</u> : Be responsible for the installation of an ADA compliant sidewalk with detectable mats and curbing along N. Ridgewood from hernandez to New Britain. The project will include detectable mats and curbing from Wilmette Ave to Hernandez if funding allows.	October 1, 2022 to September 30, 2023	1885 LMI Persons	Completion by September 30, 2023
<u>Hope Place Public Service</u> : Be responsible for operating costs for Hope Place Shelter. Provision of funds will be used for salaries for housing counselors, educational materials and promotional materials at Hope Place.		N/A	

SECTION D – WORK REVISIONS

The work elements contained herein set forth specific objectives, activities, and schedules. Requests to revise Section A through C may be deemed necessary by the SUBRECIPIENT or its Agent, as applicable. Any revision is subject to prior written approval by the COUNTY.

SECTION E – LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

The Subrecipient agrees to provide the following level of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units per Year</u>
N. Ridgewood Avenue Sidewalk Improvement	N/A	1885 LMI Persons
Hope Place Public Service	N/A	N/A

Note: Units means the number of low- and moderate-income persons residing in the area that will benefit directly from new or improved access to an infrastructure or public facility benefit and those persons who have low- and moderate-incomes.

SECTION F – RECORDS AND REPORTS TO BE PROVIDED AND MAINTAINED

Records and reports to be provided to the COUNTY:

1. The SUBRECIPIENT and/or its Agent shall provide on a monthly basis until the AGREEMENT is closed, the Request for Funds Reimbursement Form, ATTACHMENT V to this AGREEMENT. The Request for Funds Reimbursement Form contains five sections: Section I - Request for Monthly Reimbursement and Expense Summary Form, Section II A – CDBG Capital Project Status Report, Section II B - CDBG Public Service Status Report, Section III - LMI Clientele Status Report, Section IV - CDBG Plan of Action. **Each section must be completed and submitted on a monthly basis regardless of the activity level until the Agreement is closed.**
 - The Section I – Request for Monthly Funds Reimbursement and Expense Summary Form must include reporting fair housing activities completed at least once per quarter.
 - Section II A – CDBG Capital Project Status Report must be submitted for the following activities: N. Ridgewood Avenue Sidewalk Improvement.
 - Section II B – Public Service Status Report must be submitted for the following activity: Hope Place Public Service.
 - Section III – LMI CDBG Clientele Status Report must be submitted for the following activity: Hope Place Public Service.
 - Section IV - Plan of Action (POA) must be submitted for the following activities: N. Ridgewood Avenue Sidewalk Improvement.
 - i. If any of the dates in the POA attached to this agreement change by 60 days or more, the SUBRECIPIENT must submit an amendment request to amend the POA.
2. The SUBRECIPIENT and/or its Agent shall provide other reports as may be prescribed by the COUNTY or the Secretary of HUD from time to time.

Records to be maintained by the SUBRECIPIENT:

The SUBRECIPIENT and/or its Agent shall maintain all required records, which are applicable to the CDBG-assisted activity, as set forth in ATTACHMENT IV to this AGREEMENT.

ATTACHMENT II – BUDGET

The total amount of CDBG funds allocated to community development activities in City of Ormond Beach is **\$171,903**. The following chart provides details as to the organization responsible for implementing each of the activities, a description of the activities and the amount of funds budgeted for the activity.

RESPONSIBILITY	DESCRIPTION OF ACTIVITY	BUDGET
City of Ormond Beach	<u>N. Ridgewood Avenue Sidewalk Improvement:</u> Be responsible for the installation of an ADA compliant sidewalk with detectable mats and curbing along N. Ridgewood from hernandez to New Britain. The project will include detectable mats and curbing from Wilmette Ave to Hernandez if funding allows.	\$149,403
City of Ormond Beach	<u>Hope Place Public Service:</u> Be responsible for operating costs for Hope Place Shelter. Provision of funds will be used for salaries for housing counselors, educational materials and promotional materials at Hope Place.	\$22,500
TOTAL		\$171,903

In the event Program Income is generated, such income shall be returned to the COUNTY.

ATTACHMENT III – CERTIFICATION AND OTHER REGULATIONS

SECTION A – APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The COUNTY, SUBRECIPIENT and their Agents which are, or represent governmental entities, shall comply with the requirements and standards, and any revisions or amendments thereto, of 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and with the applicable portions of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" as provided in 24 CFR 570.502.

SECTION B – EQUAL OPPORTUNITY

The SUBRECIPIENT and their Agent agrees to comply with:

1. Title VI of the Civil Rights Act of 1964 (P.L.88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the SUBRECIPIENT, this assurance shall obligate the SUBRECIPIENT, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
3. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation under, any program or activity funded in whole or in part with the Community Development funds.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24

CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

4. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.
5. Executive Order 11246, an amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contracts.
6. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and the HUD regulations issued pursuant thereto (24 CFR Part 135), shall govern all housing rehabilitation and community development construction contracts in excess of \$200,000 where at least \$100,000 of Federal CDBG funds are used, as follows:
 - a. The work to be performed under the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous placed at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations 24 CFR Part 135 and agrees to take appropriated action, as provided in an applicable provision of the subcontract or in this section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where

the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR Part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
7. The affirmative requirements, as set forth in 24 CFR Part 85.36 (e), to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible, to include the following actions:
- a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements permits, which encourage participation by small and minority business, and women's business enterprises;
 - e. Using the services and assistance of the Small Business Administration and the Minority Businesses Development Agency of the Department of Commerce; and
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) – (e) of the section.

SECTION C – INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

SECTION D – INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF THE SUBRECIPIENT, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No member, officer, or employee of the SUBRECIPIENT or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

SECTION E – HATCH ACT

The SUBRECIPIENT agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

SECTION F – DAVIS-BACON FAIR LABOR STANDARDS PROVISIONS

The SUBRECIPIENT agrees to comply with 24 CFR 570.603, Labor Standards of the Regulations published by HUD for Community Development Block Grants.

SECTION G - USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR parts 5 and 24, which prohibit a person who is debarred or suspended from receiving Federal financial and non-financial assistance and benefits under any Federal Programs.

SECTION H – ANTI-LOBBYING

The SUBRECIPIENT agrees that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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 the Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

SECTION I – COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

The SUBRECIPIENT agrees to comply with any conditions resulting from the COUNTY'S compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR 58.5 insofar as the provisions of such Act apply to the activities set forth in ATTACHMENT I – STATEMENT OF WORK.

SECTION J – COMPLIANCE WITH FLOOD DISASTER PROTECTION ACT

This AGREEMENT is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this AGREEMENT is approved for acquisition or construction purposes as defined under Section 3 (a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this AGREEMENT for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this AGREEMENT shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102 (2) of Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this AGREEMENT.

SECTION K – COMPLIANCE WITH AIR AND WATER ACTS

This AGREEMENT is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the COUNTY shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this AGREEMENT, the following requirements.

1. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph 1 through 4 of this section in every nonexempt subcontract and requiring the contractor will take such action as the Government may direct as means of enforcing such provisions.

In no event shall any amount of the assistance provided under this AGREEMENT be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

SECTION L – HISTORIC PRESERVATION

The AGREEMENT is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The COUNTY must take into account the effect of a project on any district, site, building, structure or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for

inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

SECTION M – ARCHITECTURAL BARRIERS

This AGREEMENT is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with CDBG funds must comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible To, and Usable By, the Physically Handicapped."

SECTION N – LEAD BASED PAINT

This AGREEMENT is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.), and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR 570.608). The use of lead-based paint is prohibited whenever CDBG funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with CDBG funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

SECTION O – PROPERTY DISPOSITION

Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the COUNTY. The proceeds from the disposition of real property shall be considered program income and subject to 24 CFR 570.504(c).

SECTION P – ACQUISITION/RELOCATION

This AGREEMENT is subject to providing a certification that the parties will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24 and 24 CFR Part 511.14, which govern the acquisition of real property for the project and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

ATTACHMENT IV – RECORDS TO BE MAINTAINED

The SUBRECIPIENT and its Agents shall establish and maintain sufficient records to enable the COUNTY and/or the Secretary of the Department of Housing and Urban Development (HUD) to determine whether the terms and condition of this AGREEMENT have been met. At a minimum, the parties shall maintain the following records for the term of the AGREEMENT and five (5) years after closure:

Section A. The COUNTY shall maintain:

1. Records providing a full description of each activity assisted (or being assisted) with Community Development Block Grant (CDBG) funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, records pertaining to the leverage of the CDBG funds with other Federal, State, local, private or other funding, and the provision of Subpart C – Eligible Activities of 24 CFR Part 570 under which the activity is eligible for CDBG-assistance.
2. Records demonstrating that each activity undertaken pursuant to this AGREEMENT meets one of the criteria for meeting the CDBG National Objectives set forth in 24 CFR 570.208. The COUNTY will require the SUBRECIPIENT to maintain or produce records to support the activity's CDBG eligibility and its criteria for meeting the CDBG National Objectives as set forth in Section II below.
3. Records that demonstrate the COUNTY has made the determinations required as a condition of eligibility of certain activities, as prescribed in Sections 570.201(f), 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).
4. Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in 24 CFR 570.301(b) and 570.305 for Entitlement Communities.
5. Records that demonstrate compliance with fair housing and equal opportunity laws

Section B. The SUBRECIPIENT shall maintain:

1. Records providing a full description of each activity assisted (or being assisted) with Community Development Block Grant (CDBG) funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, and records pertaining to the leverage of the CDBG funds with other Federal, State, local, private or other funding.
2. For each activity determined to benefit LMI persons based on the area served by the activity:
 - a. The boundaries of the service area;
 - b. The income characteristics of families and unrelated individuals in the service area; and

- c. If the percent of LMI persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii).

NOTE: Public Facility Hope Place Public Services: These activities have been determined by the COUNTY to benefit Low Moderate Income (LMI) persons because the service areas served by the activities have at least 51 percent of the residents with low and moderate incomes.

- 3. Records to support that each activity undertaken pursuant to this AGREEMENT is eligible for CDBG-assistance and meets one of the criteria for meeting the CDBG National Objectives. Such records shall include the following information:
 - a. Documentation establishing that the facility or service is designed for and used by LMI persons, for which the regulations provide presumptive benefit to LMI persons; or
 - b. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by LMI persons; or
 - c. Documentation showing the size and annual income of the family or each person receiving the benefit as defined by HUD in 24 CFR 570.3.
- 4. Records that demonstrate compliance with 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
- 5. Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in 24 CFR 570.301(b) and 570.305 for Entitlement Communities.
- 6. Records that demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing.
- 7. Fair housing and equal opportunity records applicable to the nature of the activity as follows:
 - a. Documentation of the actions the SUBRECIPIENT has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the Community, and documentation of any other official actions the Community has taken that demonstrate its support for fair housing, such as development of a fair housing analysis described in 24 CFR 570.904(c).
 - b. Data on the extent to which each racial and ethnic group and single headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funding in whole or in part with CDBG funds. Such information shall be used only as a basis

for further investigation as to compliance with nondiscrimination requirements. The SUBRECIPIENT is not required by law to attain or maintain any particular statistical measure by race, ethnicity or gender in covered programs.

- c. Data on employment in each of the SUBRECIPIENT'S operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to ensure equal employment opportunities to all persons regardless of race, color, national origin, sex, or handicap in operating units funded in whole or in part under this part.
- d. Data indicating the race and ethnicity of households (and gender of single head of households) displaced as a result of CDBG-funded activities, together with the address and census tract of the housing units to which each displaced household relocated. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. The SUBRECIPIENT is not required by law to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
- e. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$10,000 or more paid, or to be paid with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of SUBRECIPIENT'S affirmative steps to ensure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontract as sources of supplies, equipment, constructions, and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special outreach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.
- f. Documentation of the affirmative action measures the SUBRECIPIENT has taken to overcome prior discrimination, where the courts or HUD have found that the SUBRECIPIENT has previously discriminated against persons on the grounds of race, color, national origin, or sex in administering a program or activity funding in whole or in part with CDBG funds.
- g. Section 3 records. For those contracts governed by Section 3, the following documentation will be required from the SUBRECIPIENT and/or its Agent to evaluate compliance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended and the HUD regulations issued pursuant thereto in 24 CFR Part 135:

- 1) Project description, location, total funding limit and the period of performance.
 - 2) A summary table identifying the number and category types of the Section 3 residents and business concerns employed/trained on the project. The summary should also include the total amount of funds expended on payroll for Section 3 employment and/ or the amount of the Section 3 business concern's subcontract.
 - 3) If the numerical goals defined by the COUNTY cannot be met, documentation showing why it was not feasible to meet the established goals or impediments encountered despite action taken must be provided.
 - 4) Documentation regarding other economic opportunities provided such as: (a) other training and employment related opportunities such as "upward mobility", "bridge" and trainee positions to fill vacancies, hiring Section 3 residents within other housing developments and, hiring in part time position; (b) other business related economic opportunities such as to establish, stabilize or expand Section 3 business concerns will also be considered in evaluating compliance.
8. Financial Records. Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.
 9. Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of the CDBG regulations (ATTACHMENT III – Certification and Other Requirements).

ATTACHMENT V – REQUEST FOR FUNDS REIMBURSEMENT REPORT

The Request for Funds Reimbursement Form is due to the COUNTY by the 10th day of each month for the preceding month, regardless of the activity level or costs incurred until the Agreement is closed. The Request for Funds Reimbursement Form is a monthly submittal requirement for all SUBRECIPIENTS and/or their Agents. It is made up of five sections: Section I - Request for Monthly Reimbursement and Expense Summary Form, Section II A – CDBG Capital Project Status Report, Section II B - CDBG Public Service Status Report, Section III - LMI Clientele Status Report, Section IV - CDBG Plan of Action.

- The Section I – Request for Monthly Funds Reimbursement and Expense Summary Form must include reporting fair housing activities completed at least once per quarter.
- Section II A – CDBG Capital Project Status Report must be submitted for the following activities: N. Ridgewood Avenue Sidewalk Improvement.
- Section II B – Public Service Status Report must be submitted for the following activity: Hope Place Public Service.
- Section III – LMI CDBG Clientele Status Report must be submitted for the following activity: Hope Place Public Service.
- Section IV - Plan of Action must be submitted for the following activities: N. Ridgewood Avenue Sidewalk Improvement.

Requesting reimbursement:

Reimbursement requests and related backup documentation received from the SUBRECIPIENT will be reviewed by the COUNTY to determine if the requirements for a proper invoice are met. If the received request is not a proper invoice, it will be rejected and the SUBRECIPIENT will be notified that the request is improper and indicate what corrective action is needed for resubmission. If the received request is a proper invoice it will be processed and paid in accordance with the Florida Prompt Payment Act, as applicable

A proper invoice for reimbursement will:

- Include only expenses that are allowable, eligible and procured in accordance with the program requirements.
- Include only expenses that are allocable to projects within this agreement.
- Include proof of payment by the SUBRECIPIENT.
- Include an invoice for the work, if applicable. The invoice must state when the work was completed and the name of the contractor that completed the work.
- Be in compliance with all Davis-Bacon Fair Labor Standard requirements if construction work was completed by a contractor. If applicable, the COUNTY must have all necessary employee interviews and approved certified payroll reports from all related contractors and subcontractors for the dates being invoiced.
- Be in compliance with all Section 3 and M/WBE reporting requirements.
- Will include backup documentation to demonstrate that expenses for work completed by employees of the SUBRECIPIENT are allocable to the project, if applicable. Documents to demonstrate employee expenses may include payroll records, signed timesheets, and evidence of costs of employment.

SECTION I**FY 2022/23 Request For Monthly Reimbursement and Expense Summary Form**Subrecipient Name: City of Ormond Beach Funding Source: CDBG

Subrecipient Address: _____ Telephone Number: _____

City: _____ State: _____ Zip: _____

Month of Report - this is the month that is being reported on:
(the report must be submitted by the 10th day of the following month) _____

CDBG Contact Person: _____ Telephone: _____

Reimbursement Funds Requested for this Period: _____ Final Request: ☐ Yes ☐ No

To Be Completed by Subrecipient				
DESCRIPTION OF ACTIVITY	BUDGET	EXPENSES THIS MONTH	EXPENSES TO-DATE	AVAILABLE BALANCE
<u>N. Ridgewood Avenue Sidewalk Improvement:</u> Be responsible for the installation of an ADA compliant sidewalk with detectable mats and curbing along N. Ridgewood from hernandez to New Britain. The project will include detectable mats and curbing from Wilmette Ave to Hernandez if funding allows.	\$149,403			
<u>Hope Place Public Service:</u> Be responsible for operating costs for Hope Place Shelter. Provision of funds will be used for salaries for housing counselors, educational materials and promotional materials at Hope Place.	\$22,500			
Total	\$171,903			
AMENDMENT JOURNAL				
Fair Housing Activities Description: (fair housing activities must be reported at least every quarter)				
Agency Authorized Signature: (This form is for reproduction or copying by Recipient)		Request Date: (actual date signed)		
Print Name of Agency Authorized Signature:				
Volusia County Community Assistance Use Only				
Prepared By:		Date		Capital Project Reviewed By:
Approved By:			Date	
Account #		IDIS #	Funds Requested	

SECTION II A – CDBG Capital Project Status Report FY 2022/23

Subrecipient: City of Ormond Beach

Project Name: N. Ridgewood Avenue Sidewalk Improvement

Month of Report - this is the month that is being reported on: (the report must be submitted by the 10th day of the following month): _____

1. CDBG allocation _____ Project budget _____ Actual award (if known) _____

Please describe any changes to project costs/award: _____

2. Are reimbursements being requested for this activity? ☐ Yes ☐ No

If yes, answer questions 3-8. If no, continue to question 9.

3. What is the amount being requested? _____

4. What timeframe did the original expenses occur? From _____ To _____

5. What timeframe did City of Ormond Beach pay expenses? From _____ To _____

6. Is backup documentation included to support expenses? ☐ Yes ☐ No

7. Has backup documentation been reviewed by the City of Ormond Beach CDBG Contact? ☐ Yes ☐ No

8. Have the calculations been reviewed by the City of Ormond Beach CDBG contact? ☐ Yes ☐ No

9. Estimated project/activity completion date: _____

10. Percent of project/activity completed to date: _____

11. Method of procurement identified in application (i.e., formal sealed bid, written quote...): _____

Is this still applicable: ☐ Yes ☐ No

If not, describe changes and/or proposed procurement method:

12. Have any project dates changed by more than 60 days since the last Plan of Action was approved? ☐ Yes ☐ No

13. Has a new subrecipient agreement amendment Plan of Action been submitted? ☐ Yes ☐ No

14. Describe specific work tasks and quantified accomplishments completed this month:

15. Describe specific work tasks and quantified accomplishments for upcoming month (detailed narrative required every month):

SECTION II B – CDBG Public Service Status Report FY 2022/23

Subrecipient: City of Ormond Beach

Project Name: Hope Place Public Service

Month of Report - this is the month that the subrecipient expended funds: (the report must be submitted by the 10th day of the following month):

1. CDBG allocation _____ Project budget _____

Please describe any changes to project costs/award: _____

2. Are reimbursements being requested for this activity? ☐ Yes ☐ No

If yes, answer questions 3-8. If no, continue to question 9.

3. What is the amount being requested? _____

4. What timeframe did the original expenses occur? From _____ To _____

5. What timeframe did City of Ormond Beach pay expenses? From _____ To _____

6. Is backup documentation included to support expenses? ☐ Yes ☐ No

7. Has backup documentation been reviewed by the City of Ormond Beach CDBG Contact? ☐ Yes ☐ No

8. Have the calculations been reviewed by the City of Ormond Beach CDBG contact? ☐ Yes ☐ No

9. Is a Clientele Status Report included? ☐ Yes ☐ No

10. Estimated project/activity completion date: _____

11. Percent of project/activity completed to date: _____

12. Describe specific work tasks and quantified accomplishments completed this month:

13. Describe specific work tasks and quantified accomplishments for upcoming month (detailed narrative required every month): _____

SECTION III -- LMI CDBG Clientele Status Report FY 2022/23

Subrecipient City of Ormond Beach **Activity Name** Hope Place Public Service

Timeframe Covered by this Report From _____ To _____

Final Report? ☐ Yes ☐ No

COMPLETE THE FOLLOWING TWO (2) TABLES FOR PERSONS SERVED BY THE ACTIVITY DURING THE REIMBURSEMENT PERIOD.

Total Number of Persons Assisted this month

TABLE I: Participant Racial and Ethnic Characteristics:
(Please be as specific as possible in reporting this section)

Racial and Ethnic Characteristics	Month	CDBG Program to Date	Hispanic Month	Hispanic to Date
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African Am.				
Other Multi Racial				
TOTAL PERSONS				

PLEASE NOTE: The Total Number Served is to be an **unduplicated count** of persons served during the reporting period.

TABLE II: Participant Income Level

Income Level	Month	Year to Date
Extremely Low-Income Persons		
Low-Income Persons		
Moderate-Income Persons		
TOTAL PERSONS		

LMI CDBG Clientele Status Report INSTRUCTIONS

TABLE I: Provide the total number of persons assisted by the activity during the reporting month and year to date for each applicable category of Racial and Ethnic groups. Use the category that most closely reflects an individual's recognition in his/her community for purposes of reporting a person of mixed racial and/or ethnic origins. Monthly counts and year to date counts should be an actual unduplicated number, not an estimate. Please make sure that these numbers equal the total number of individuals served. Below are guidelines for this section:

White: A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Black or African American: A person having origins in any of the black racial groups of Africa. Terms such as 'Haitian' or 'Negro' can be used in addition to 'Black or African American'.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korean, Malaysia, Pakistan, the Philippine Island, Thailand, and Vietnam.

American Indian/Alaskan Native: A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliations or community attachment.

Native Hawaiian or Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

American Indian/Alaskan Native & White: A person having origins of both of the above-mentioned characteristics.

Asian & White: A person having origins of both of the above-mentioned characteristics.

Black/African American & White: A person having origins of both of the above-mentioned characteristics.

American Indian/Alaskan Native & Black African American: A person having origins of both of the above-mentioned characteristics.

TABLE II: Income Level Definitions:

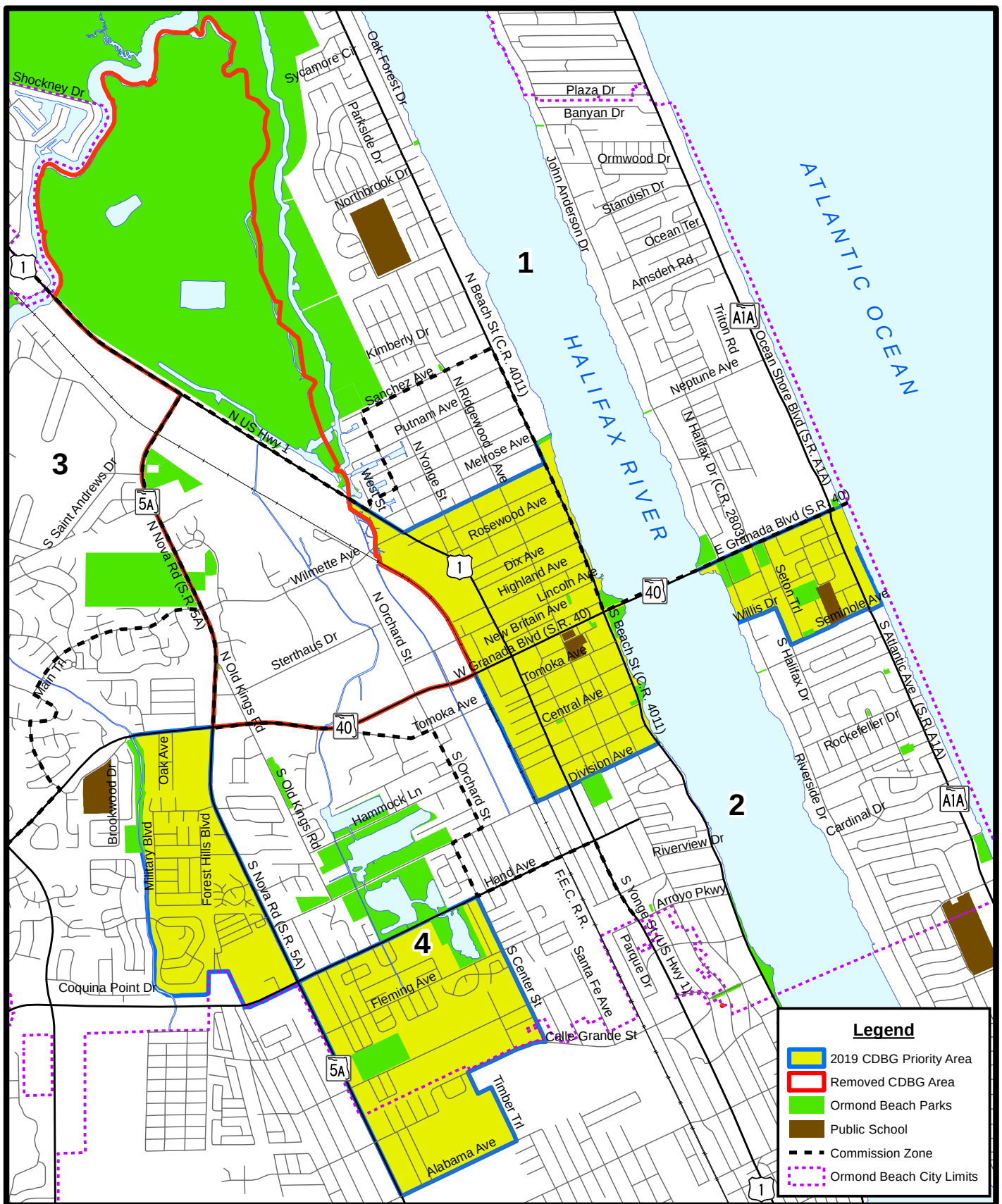
Extremely Low Income Person: Member of a family that has an income equal to or less than the Section 8 limits for 30% of Median income established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Low-Income Person: Member of a family that has an income equal to or less than the Section 8 Very Low-income limits established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Moderate-Income Person: Member of a family that has an income equal to or less than the Section 8 Low-income limit and greater than the Section 8 Very-Low income limit established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Section IV - CDBG Plan of Action FY 2022/23

Subrecipient	CITY OF ORMOND BEACH			
Project Name	N. Ridgewood Avenue Sidewalk Improvement			
Is project being implemented by forced labor (employees of the Subrecipient)?				☐ Yes ☐ No
Milestones	Originally Submitted Date	Current Amended Date (if applicable)	Requesting Amended Date (if applicable)	Actual Date
Authorization to Proceed Received	10/1/22			
Technical Design & Procurement Documents, Municipality Approved	12/5/22			
Complete Solicitation Package Submitted to Volusia County	12/8/22			
Solicitation Package Approved by Volusia County	12/20/22			
Solicitation Advertised	2/19/23			
Pre-Bid Meeting	3/9/23			
Bid Opening	3/21/23			
Contract Award	5/16/23			
Pre-Construction Meeting	7/10/23			
Issue Notice to Proceed	7/17/23			
Project Start Date	7/17/23			
Project Completed	11/14/23			
All Reimbursement Requests Submitted to Volusia County	12/18/23			



CDBG PRIORITY AREA MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - February 21, 2019



Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.R
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-18	
Strategic Goal:	Public Safety – Other			
Department :	Finance - Grants			
Subject:	Victims of Crime Act (VOCA) FY 2022-2023 Grant Agreement			
Budget Impact:	The grant award of \$57,995 will be used to pay as much as possible of the Victim Advocate's salary and benefits, some operating expenses and for training and certifications. Any remaining costs will be derived from the Police Department Budget.			
Summary:	The VOCA grant will continue to support the Victim Advocate position within the Police Department's budget for FY 2022-2023.			
Recommended Action:	Retroactive approval of the attached agreement is respectfully requested.			
Staff Contact:	Loretta Moisio, Grants Coordinator, (386) 676-3315			
Approval:				
Kelly McGuire, Finance Director		12/20/2022		
Claire Whitley, Assistant City Manager		12/20/2022		
Joyce Shanahan, City Manager		12/20/2022		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Loretta Moio, Grants Coordinator
Date: January 10, 2023
Subject: Victims of Crime Act (VOCA) FY 2022-2023 Grant Agreement
Commission Goal: Public Safety – Other

Introduction

This is a request for the City Commission to retroactively authorize the acceptance of a grant award between the State of Florida, Office of the Attorney General and the City for the twenty-third year of funding for the Victim Advocate position within the Ormond Beach Police Department.

Background

In February 2022, a grant request was submitted to the Office of the Attorney General for the purpose of continuing the City's Victim Advocate program within the Police Department. The program was established by the U.S. Department of Justice with the passage of the Victims of Crime Act of 1984. The program is a "pass-through" by the State of Florida that provides the City of Ormond Beach Police Department with the resources to assist all crime victims to fully understand and exercise their rights established by the legislature. The advocates are used to assist in cases of assault, domestic violence, child abuse and elder abuse; however, this is only a portion of the victims assisted by the advocate. The advocate assists victims in receiving appropriate notifications of court actions, in receiving referrals to support agencies and in participating in the Victims of Crime Compensation Program.

Discussion

On November 14, 2022, the City received electronic notification of a grant award for the Victim Advocate program in the amount of \$57,995 for Fiscal Year (FY) 2022-2023. The match requirements for FY 2022-2023 have been waived.

Budget Impact

The grant award of \$57,995 will be used to pay as much as possible of the Victim

Advocate's salary and benefits, some operating expenses and for training and certifications. Any remaining costs will be derived from the Police Department Budget.

Citizen Impact

The Victim Advocate assists victims of crime in the community in understanding and exercising their rights.

Recommendation

Retroactive approval of the attached agreement is respectfully requested.

Attachments:

1. 23-18 VOCA Grant FY2022-23 (P22-0215G)
2. Ormond Beach Grant No. VOCA-2022-785 Agreement SIGNED 2
3. VOCA 2022-2023 No Match requirement

Approvals:



Kelly McGuire, Finance Director

Date: December 20, 2022



Claire Whitley, Assistant City Manager

Date: December 20, 2022



Joyce Shanahan, City Manager

Date: December 20, 2022

RESOLUTION NO. 2023-18

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL REGARDING FUNDING FOR THE CITY'S VICTIM'S ADVOCATE PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City's application to the State of Florida, Office of the Attorney General, for financial assistance in the continuation of a Victim's Advocate program within the Ormond Beach Police Department was duly filed and approved, and

WHEREAS, the total project cost is \$57,995.00, and

WHEREAS, the State will provide grant funding in the full amount of \$57,995.00 (100% of the cost) and the City is not required to provide any match funds for the FY2022-2023 grant period, and

WHEREAS, the City and the State of Florida desire to enter into an agreement relative thereto, and

WHEREAS, due to the grant award period beginning on October 1, 2022, and the short turnaround time afforded by the Attorney General to the City in having the Agreement signed and returned, the Mayor and City Manager executed the Agreement and the signed Agreement was returned, now therefore,

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

SECTION ONE. The City Commission hereby ratifies the Mayor and City Manager's execution of an Agreement between the State of Florida, Office of the Attorney General regarding the funding of a Victim's Advocate Program. A copy of said agreement, which shall be effective retroactively to October 1, 2022, is attached hereto and incorporated herein by reference.

SECTION TWO. The Mayor and City Manager are hereby authorized and directed to execute any contract, including any and all documents that are necessary and incidental thereto, for the City to accept the grant award.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

FY 2022/2023
(GRANT PERIOD)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

City of Ormond Beach

GRANT NO. VOCA-2022-785

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as “the OAG,” an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the *City of Ormond Beach*, hereafter referred to as “the Provider,” and jointly referred to as “the Parties.” The parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Control and Law Enforcement, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the 2022/2023 Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider’s 2022/2023 Grant Application as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2022, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2023. No costs incurred by the Provider prior to the effective date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement) with other personal or business accounts. The U.S. Department of Justice, DOJ Grants Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. Where the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's Victims of Crime Act award, as funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all

provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the PROVIDER will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the PROVIDER will so register within 21 days from execution. Failure of the PROVIDER to register electronically with the state of Florida will result in non-payment for expenditures by the Department of Financial Services until the PROVIDER has complied. The online registration can be completed at: <https://vendor.myfloridamarketplace.com/vms-web/spring/login>.

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs' website at <https://www.ojp.gov/funding> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements) and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANT SYSTEM REQUIREMENT

The PROVIDER's administrator has the authority to grant access to the E-Grant system to the PROVIDER'S employees. The PROVIDER will immediately remove access to the E-Grants system when an employee is no longer employed at the PROVIDER's agency or when an employee's access is no longer necessary to perform their job duties at the PROVIDER's

agency. The PROVIDER will perform quarterly checks to ensure that only authorized employees have access to the E-Grant system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Control and Law Enforcement, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and state or federal laws. Expenditures for the acquisition and maintenance of telephones and equipment will be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as contemplated by this Agreement.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements. Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that

governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of \$2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

A. Total Funds: The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed \$57,995.00.

B. "Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

C. "Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

ARTICLE 12. METHOD OF PAYMENT

A. **Payment:** Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice for the approval and inspection of goods or services.

B. **Performance Reports:** All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

C. **Monthly Invoices:** Except for the monthly invoices for December, March, and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March, and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

D. **Correction of Invoices:** If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment. Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

E. Notice of Investigation: The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

F. Maintenance and Submission of Reports: The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

G. Matching Grant Award: The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider

will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the state of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or U.S. Department of Justice that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained at the office of the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

The administration of funds disbursed by the OAG to the Provider may be subject to audits and or monitoring by the OAG, as described in this section.

Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

A. In the event the Provider expends \$750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with the 2 C.F.R. § 200.500, will meet the requirements of this part.

B. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

C. In the event the Provider expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Audit reports must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

A. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

B. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

C. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the

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right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. PUBLIC ENTITY CRIME

Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the OAG within five days of its, or any of its affiliate's, placement thereon.

ARTICLE 24. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 25. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 26. INDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof.

The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG.

The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 27. TERMINATION

A. Termination at Will: This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

B. Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

C. Upon Termination: In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

D. Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 28. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 29. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at <http://ojp.gov/about/offices/ocr.htm>.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion,

national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at <http://www.lep.gov>.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules during the 2022-2023 grant period and confirm compliance with this requirement to the OAG through self-reporting by December 31, 2022. The training modules are available at <http://ojp.gov/about/ocr/assistance.htm>.

Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients

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should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 30. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 31. ACKNOWLEDGMENTS

All publications, advertising or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-2022-785 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (name of Provider) and the State of Florida."

The Provider is required to display a civil rights statement prominently on all publications, websites, posters and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850-414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

Condensed Civil Rights Statement: The City of Ormond Beach is an equal opportunity provider and employer.

The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 32. EMPLOYMENT

A. The employment of unauthorized aliens by the Provider is considered a violation of section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

B. In accordance with section 448.095(2), Florida Statutes, the Provider must register with and use the U.S. Department of Homeland Security's E-Verify system: <https://www.uscis.gov/e-verify/employers>, to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider will maintain a copy of such affidavit for the duration of the Agreement. The OAG may request documentation of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 33. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

ARTICLE 34. ADMINISTRATION OF AGREEMENT

All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management. The Provider's contract administrator will be provided at the time of execution.

The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 35. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the state of Florida. All litigation arising under this Agreement will be instituted in the appropriate court of general jurisdiction in Leon County, Florida.

ARTICLE 36. ENTIRE AGREEMENT

This Agreement and the Provider's approved 2022-2023 grant application in the E-Grants Management System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties.

There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and City of Ormond Beach, have executed this agreement.



Authorizing Official

Joyce Shanahan

Print Name

Nov. 14, 2022

Date



Authorizing Official*

Bill Partington

Print Name

Dec. 13, 2022

Date

Authorizing Official*

Print Name

Date

59-6000398

FEID# of Provider

Flair Code

Richard Martin

OAG Authorizing Official

Richard Martin

Print Name

Nov 14, 2022

Date

* Provided for use if multiple signatures are required by your organization.

**Office of the Attorney General
Grant Award Project Summary**

	Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	Office of the Attorney General Victims of Crime Act Grant		2022-2023
Subrecipient Name and Address City of Ormond Beach P.O. Box 277 Ormond Beach, Florida 32175-0277		OAG Grant Number VOCA-2022-785		
Subrecipient DUNS Number 087320164		Project Period: From 10/1/2022 To 9/30/2023		
Subrecipient IRS/Vendor/FEIN Number 596000398		Budget Period: From 10/1/2022 To 9/30/2023		
Project Title OVC FY 18 VOCA Victim Assistance Formula OVC FY 19 VOCA Victim Assistance Formula OVC FY 20 VOCA Victim Assistance Formula		Award Date 10/01/2022	Award is R&D (Y/N) No	
		Federal Indirect Cost Rate or De Minimis Rate NA		
Previous Award Amount \$0.00		Amount of this Award \$57,995.00	Total Award \$57,995.00	
Special Conditions The above grant project is approved subject to such conditions or limitations as are set forth in the Office of the Attorney General contract.				
Catalog of Domestic Federal Assistance (CFDA Number) 16.575 – Crime Victim Assistance				
Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.				
Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime		OVC Project Period, Award Date 2018-2019: From 10/1/2017 to 9/30/2023 2019-2020: From 10/1/2018 to 9/30/2023		
OVC Federal Award Number 2018-V2-GX-0018 - Awarded 08-09-2018 2019-V2-GX-0047 - Awarded 09-13-2019		OVC Total Award to OAG \$210,755,732 \$143,823,948		
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380		Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380		
Signature, OAG Authorizing Official, Date <i>Richard Martin</i> Nov 14, 2022		Signature, Agency Executive Director, Date  Nov. 14, 2022		

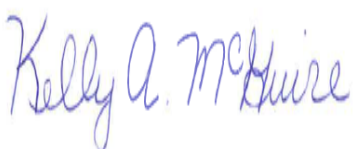
From: egrants@myfloridalegal.com
To: [Moisio, Loretta](#)
Subject: VOCA 2022-2023 Application Deadline
Date: Wednesday, February 9, 2022 9:03:03 AM

[External Email-Use Caution] - OB/IT Helpdesk

Reminder, the application for VOCA funding cycle October 1, 2022 through September 30, 2023 is available for completion in the EGrants IGX system (<https://egrantsigx.myfloridalegal.com>). The deadline for applying is no later than **5:00pm, Eastern Standard Time, on Friday, February 11, 2022.** Applicant agencies are encouraged to submit the completed application as soon as possible, prior to the deadline.

Note, there is no Match requirement for the 2022-2023 grant application, therefore, no Match information needs to be included in the application.

Please forward all questions to contact.voca@myfloridalegal.com

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.S
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-19	
Strategic Goal:	Public Safety – Other			
Department :	Police Department			
Subject:	Memorandum of Understanding Public Safety Cadets			
Budget Impact:	Annual chartering fees would be <u>reduced</u> by \$430 annually, for an anticipated total of \$230. Chartering fees and the costs of new uniform insignia and labeling are within the currently budgeted funds.			
Summary:	Request to review and sign a MOU between OBPD and PSC, a national non-profit youth mentoring/leadership organization. PSC offers an elevated level of service formerly offered by BSA. Chartering PSC provides structure to the City's youth program in terms of safety training, mentor training, policies and bylaws, and liability insurance for outings and activities. This structure is vital to the operation of the City's program, and PSC offers these services at a reasonable cost.			
Recommended Action:	Approval and signing of the Memorandum of Understanding between Ormond Beach Police Department and PSC is requested.			
Staff Contact:	Jesse Godfrey, Police Chief, (386) 676-3500			
Approval:				
Kelly McGuire, Finance Director		12/13/2022		
Claire Whitley, Assistant City Manager		12/19/2022		
Joyce Shanahan, City Manager		12/19/2022		



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Jesse Godfrey, Police Chief
Date: January 10, 2023
Subject: Memorandum of Understanding Public Safety Cadets
Commission Goal: Public Safety – Other

Introduction

This is a request to review and sign a Memorandum of Understanding between Ormond Beach Police Department and Public Safety Cadets (PSC), a national non-profit youth mentoring and leadership organization.

Background

The Ormond Beach Police Explorers were formerly chartered under the Boys Scouts of America (BSA) organization. In recent years, this organization has faced legal and financial challenges that affected the City's participation. Chartering fees have increased substantially, and BSA stopped providing insurance for youth activities. The City's explorer advisors have also experienced a decrease in assistance with chartering and enrollment from BSA.

PSC is a national non-profit organization based out of Leesburg, VA, founded by active and retired law enforcement officers and business leaders dedicated to preparing young adults, ages 14-20, for careers in the public safety profession. PSC offers an elevated level of service formerly offered by BSA.

Discussion

Chartering with a national organization provides structure to the City's program in terms of adult/youth safety training, mentor training, policies and bylaws, and liability insurance for outings and activities. This structure is vital to the operation of the City's program, and PCS offers these services at a reasonable cost.

Annual enrollment fees for PSC are \$15 per adult and youth participant, and \$20 for the unit program. Typically, the maximum number of youth participants allowed within the City's program is ten (10), and up to four (4) adult mentors/advisors.

- With BSA, the last annual fees were calculated/paid as follows: Ten (10) participants at \$66/each = \$660

- With PSC, the fees are calculated as follows: Fourteen (14) participants at \$15/each = \$210 + \$20 Unit Fee = \$230

Upon adoption of this organization, the City's program will be renamed to Ormond Beach Police Cadets, as the term Explorers is branded and associated with BSA. This will require ordering alternate uniform insignia and labeling.

Budget Impact

Annual chartering fees would be reduced by \$430 annually, for an anticipated total of \$230. Chartering fees and the costs of new uniform insignia and labeling are within the currently budgeted funds.

Citizen Impact

The Police Explorers/Cadets program continues to foster good will within the community and serves as a tool for local recruiting of public safety officers.

Recommendation

Approval and signing of the Memorandum of Understanding between Ormond Beach Police Department and PSC is requested.

Attachments:

1. 23-19 Public Safety Cadets MOU (P22-0180G)
2. PUBLIC SAFETY CADETS MOU

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022

Joyce Shanahan

Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION NO. 2023-19

A RESOLUTION AUTHORIZING THE EXECUTION OF A
MEMORANDUM OF UNDERSTANDING BETWEEN PUBLIC
SAFETY CADETS AND THE CITY OF ORMOND BEACH;
AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Memorandum of Understanding between Public Safety Cadets and the City of Ormond Beach regarding a youth safety program within the City. A copy of the Memorandum is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED, this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PUBLIC SAFETY CADETS
AND THE
CITY OF ORMOND BEACH, FLORIDA
REGARDING
A PROGRAM TO EDUCATE AND MENTOR YOUTH**

1. **PARTIES.** The following Parties hereby enter into this Memorandum of Understanding (MOU): Public Safety Cadets (PSC), a Commonwealth of Virginia Nonstock, Nonprofit, Corporation and the following named agency/organization:

City of Ormond Beach, Florida

2. **BACKGROUND.** PSC was established as a nonprofit corporation on September 11, 2018 to mentor young adults in order to help them become contributing members of the community by providing knowledge, skills and practical experiences through education and training delivered in the workplace by public safety professionals that build character, physical fitness, and respect for the rule of law and human and civil rights.

3. **PURPOSE.** The purpose of this MOU is to document the conditions for participating in the program and events operated and maintained by Public Safety Cadets in order to establish a mutually beneficial relationship by the Parties to foster a greater understanding between youth and the public safety organizations within their community through the use of PSC programs and resources.

4. **RESPONSIBILITIES.**

A. Public Safety Cadets: Is responsible for:

1. Providing outreach, support, service, structure, governance, guidance and standard operating procedures to assist the participating agency/organization to succeed in their use of the PSC program.
2. Obtaining general liability and supplemental accident medical insurance to cover all registered participants in their official and individual capacities against personal liability judgements arising from official Public Safety Cadet activities. Coverage details are available on the PSC website or by request.
3. Providing education and training to adult Mentors and volunteers to include Public Safety Cadets Youth Safety and Abuse Prevention Training.

4. Organizing national and regional PSC events, to include conferences, competitions, leadership academies, career fairs and instructional seminars.
5. Providing a library of resources to help implement, manage and grow a PSC unit successfully.
6. Seeking and promoting scholarship opportunities for PSC youth participants.
7. Establishing proficiency and special awards for recognition of achievement.
8. Seeking academic credits for community service by PSC participants.
9. Promoting the establishment of a recruiting pipeline and pathways for employment with public safety organizations.
10. Promoting the PSC organization and its goals nationally.

B. Participating Agency/Organization: Is responsible for:

1. Designating an adult member of the agency/organization to act as the lead Mentor who will work directly with a registered unit. Each unit will be led by a designated adult Mentor. Other adult mentors may be designated or participate as volunteers with registered units as determined by the participating agency/organization.
2. Conducting screening to assure that only adults found suitable for mentoring young adults are allowed to participate in the PSC program. Screening will include criminal history; motor vehicle operation certification and credit worthiness as may be applicable to the position within the PSC unit.
3. Assuring that each adult and youth participant is properly registered with the PSC organization.
4. Ensuring that a minimum of two adult Mentors are present during all meetings, training sessions, events and activities with Cadets to provide a "Two-Deep" supervisory environment at all times.
5. Assuring all adults participating in the PSC program complete the required Public Safety Cadets Youth Safety and Abuse Prevention Training within the specified time period.
6. Providing facilities adequate for program participants to assemble, hold meetings and associated training on a regular basis with time and place reserved.
7. Abiding by the PSC Standard Operating Procedures (SOP) as posted on the PSC website. The SOP may be updated from time to time, with notice to Participating Agency/Organization at the Point of Contact identified in Addendum A hereto, to provide timely and pertinent program guidance. The participating agency/organization may add more stringent requirements to unit SOPs, but may not dilute them as to impair the intent therein.
8. Participating in periodic self-assessments and program reviews with Public Safety Cadets to assure that mutual goals and expectations are being met.
9. Sharing, as practicable, information, metrics and associated data on PSC program participants that achieve employment in public safety professions.

5. **POINTS OF CONTACT.** All Parties will designate a Point of Contact (POC) who will be familiar with the provisions of this MOU and will be available during customary business hours or as practicable. The head of the agency/organization, or their authorized designee, will designate a Lead Mentor for each registered unit. The POC may also be the same as the Lead Mentor. Contact information for the POC and designated Lead Mentor and any additional designated Mentors are set forth in Addendum A.

6. **LIMITATIONS OF LIABILITY.** PSC shall not be liable for participating agency/organization's acts or omissions, including participating agency/organization's failure to abide by the responsibilities in this MOU. The Participating Agency/Organization shall not be liable for PSC's acts or omissions, including PSC's failure to abide by the responsibilities in this MOU. Except as otherwise provided herein, if both PSC and the Participating Agency/Organization are liable for any claims, damages or attorney fees arising from any negligent or illegal acts or omissions taken in connection to this MOU, then PSC and Participating Agency/Organization shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement. Nothing in this MOU waives or alters the Participating Agency/Organization's entitlement to governmental immunity pursuant to applicable law.

7. **INTELLECTUAL PROPERTY.** PSC may allow City to use its name, logo, materials, and other data or materials as may be provided in connection with this MOU, pursuant to PSC's Standard Operating Procedures and/or other direction given by PSC. PSC may use the City's name, logo, materials, and other data or materials as may be provided in connection with this MOU only with prior written authorization from the City.

8. **NO OBLIGATION OF FUNDS.** This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to budgetary processes and availability of funds and resources pursuant to applicable laws, regulations, and policies. Unit and Individual Registration Fees will be established and communicated by PSC in the year preceding collection.

9. **EQUIPMENT.** The Parties will use their own equipment and personnel to complete their portion of this MOU.

10. **REPORTING REQUIREMENTS.** The Parties agree to cooperate in meeting any reporting requirements and will coordinate with each other before responding to any such requirements.

11. **SETTLEMENT OF DISPUTES.** Disagreements between or among the Parties arising under or related to this MOU will be resolved only by consultation between or among the Parties.
12. **OTHER PROVISIONS.** This MOU is not intended to conflict with current laws or regulations applicable to the Parties. If any term of this MOU is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.
13. **CHANGE IN MANAGEMENT.** Should the head of agency/organization change, this MOU may be terminated early, or reissued bearing the name and signature of the new agency/organization head, or their authorized designee, as soon as practicable. The terms of this MOU will remain in effect until the reissued MOU is completed and the participating agency/organization remains registered in good standing.
14. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date on which it is signed by all Parties. The MOU may be signed in counterparts.
15. **PERIODIC REVIEW.** The POCs designated by the Parties pursuant to this MOU may meet periodically or at the request of any Party to discuss and review the implementation of this MOU. Failure of the Parties to conduct periodic reviews will not result in the termination of activities provided for under this MOU.
16. **AMENDMENT.** This MOU may be amended at any time by the mutual written consent of the Parties. Modification within the scope of this MOU shall be made by the issuance of a fully executed addendum prior to any changes in responsibilities being performed. Addendum A may be modified by the written consent of the Parties.
17. **TERMINATION.** The terms of this MOU, as it may be amended, will remain in effect while the participating agency/organization remains registered annually in good standing with Public Safety Cadets. Either Party may terminate this MOU immediately upon written notice for a breach by the other Party that remains uncured after reasonable notice. Either organization may terminate its participation in this MOU upon at least 30 days prior written notice. In the event of termination, each Party will continue with full participation up to the effective date of termination.
18. **NO PRIVATE RIGHTS.** This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their parent or component agencies, or the officers, employees, agents or other associated personnel thereof.
19. **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.

20. **FEES.** Registration fees are assessed on an annual basis for the activity year which commences January 1st and runs through December 31st. There is a fee for each Unit established by a partner agency. There is an individual fee for each person (both adult and youth) registered with a Unit. The PSC Board of Directors establishes the registration fees to support provision of general liability and supplemental accident insurance to registered participants and administrative costs. Fees are due upon initial registration with PSC and are not prorated during the activity year.

The foregoing represents the understanding reached by the Parties.

[Signature Page To Follow]

DATED this _____ day of _____, 2022

CITY OF ORMOND BEACH

By: _____

BILL PARTINGTON
Mayor

By: _____

JOYCE SHANAHAN
City Manager

Public Safety Cadets by:

_____ in his capacity as President
of Public Safety Cadets _____

Signature on behalf of Public Safety Cadets

_____ Date

DAVID CONSTANTINEAU - President _____

Printed Name/Title of Public Safety Cadets Representative

ADDENDUM A

POINTS OF CONTACT

- A. David Constantineau will serve as the primary POC for Public Safety Cadets. He may be contacted at: dconstantineau@publicsafetycadets.org or by calling the national office at: 703-717-8168.
- B. D.W. Smith has been designated as the primary POC for the above-named agency/organization and may be contacted at: (please provide Title, Email, and telephone contact information here)
Captain – Operations, dw.smith@ormondbeach.org, 386-676-3525.
- C. Jeremy Smith has been designated as a Lead Mentor of a registered unit for the above-named agency/organization and may be contacted at: (please provide Title, Email and telephone contact information here)
Corporal – Criminal Investigations, jeremy.smith@ormondbeach.org, 386-676-3535.
- D. Additional designated agency/organization Mentors (if any) are identified below:

Name, Title, Email and telephone contact

Victoria Lancaster

Supervisor – Crime Scene / Evidence, victoria.lancaster@ormondbeach.org, 386-676-3507

Name, Title, Email and telephone contact

Richard Taylor

Officer – Traffic Unit, rick.taylor@ormondbeach.org, 386-676-3550

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

(Add additional pages as necessary)

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.T
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-20	
Strategic Goal:	Public Safety – Other			
Department :	Police Department			
Subject:	Renewal of Tow Contract with Universal Towing			
Budget Impact:	There will be no financial impact associated with the approval of this contract extension.			
Summary:	The City approved Universal Wrecker to be the sole provider of tow-related services for the City, beginning in January 2021. The contract was a two-year contract with the option of three, one-year extensions. The initial two-year contract expires on January 19, 2023.			
Recommended Action:	It is recommended that the City Commission renew the tow-contract with Universal Wrecker for one-year.			
Staff Contact:	Jesse Godfrey, Police Chief, (386) 676-3500			
Approval:				
Kelly McGuire, Finance Director		12/14/2022		
Claire Whitley, Assistant City Manager		12/19/2022		
Joyce Shanahan, City Manager		12/19/2022		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Jesse Godfrey, Police Chief
Date: January 10, 2023
Subject: Renewal of Tow Contract with Universal Towing
Commission Goal: Public Safety – Other

Introduction

This is a recommendation to award an additional one year extension for tow related services to Universal Towing. Universal Towing, Inc. was awarded the contract in January 2021.

Background

In 1982, the City, by Resolution No. 82-26, accepted a proposal by Landau Enterprises, Inc., DBA Fryer's Towing Service and entered into an agreement to provide towing services when requested by the City of Ormond Beach. This agreement, with subsequent amendments in 1990, established equipment standards, maximum fees, impound yard requirements, and response time requirements for the company. At that time, the City also entered into service agreements with two other companies and established a protocol for sharing calls for service. This system of regulating towing services and sharing response calls was in effect from 1982-2021.

In 2021 RFP Number 21-07 was awarded to Universal Towing after they were the only company to submit a proposal. The contract was for two years with an option for three additional one-year extensions. The current contract is due to expire on January 19, 2023.

Discussion

In January 2021, Universal Towing was given a two-year contract as the sole provider of tow services with an option for three, one-year extensions. It is the request of the Police Department to execute the first of these one-year extensions and extend the contract until January 19, 2024.

Budget Impact

There will be no financial impact associated with the approval of this contract extension.

Citizen Impact

Utilizing tow contracts allows the Police Department's response to incidents involving motor vehicles to be more effective and efficient. The wrecker service provides the city with a professional and immediate response in times of need and is a valuable asset to the City, its residents and visitors.

Recommendation

It is recommended that the City Commission renew the tow-contract with Universal Wrecker for one-year.

Attachments:

1. 23-20 Universal Towing Renewal (P22-0189G)
2. Universal Renewal (P21-0189G)
3. 2021 Original

Approvals:



Kelly McGuire, Finance Director

Date: December 14, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

RESOLUTION NO. 2023-20

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF A TOWING RELATED SERVICES CONTRACT BETWEEN THE CITY OF ORMOND BEACH AND UNIVERSAL TOWING, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2021-32, the City and Universal Towing, Inc. entered into a Towing Related Services Contract with an effective date of January 20, 2021, and

WHEREAS, the initial term of the contract was for two years with the option to renew for three additional one-year periods, and

WHEREAS, the City's professional staff recommends that the City exercise the first renewal option for the period January 20, 2023 through January 19, 2024, and

WHEREAS, the City Commission concurs with the said recommendation, and finds that renewing the Towing Related Services Contract with Universal Towing, Inc. is in the best interest of the health, welfare and safety of the general public, 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 Renewal for a one-year renewal of the Towing Related Services Contract with Universal Towing, Inc. A copy of said Contract Renewal is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**CONTRACT RENEWAL
TO TOWING RELATED SERVICES CONTRACT**

WHEREAS, the **CITY OF ORMOND BEACH**, a Florida municipal corporation, hereinafter referred to as “CITY”, and **UNIVERSAL TOWING, INC.**, hereinafter referred to as “Towing Company”, became parties to a certain Contract for the provision of towing related services by the Towing Company to the City for an initial term of two years effective on January 20, 2021, and

WHEREAS, a renewal provision contained in the aforesaid Contract provided for three (3) additional one-year periods, subject to the mutual agreement of the parties, and

WHEREAS, the parties hereby agree to the extension of said Contract for the first additional one-year period of time, now therefore

1. This Contract Renewal, including the recitals set forth hereinabove, is made a material part of the aforesaid Contract previously executed by the parties.
2. The initial contract term set forth in Section 4(A) of the Contract is hereby renewed for a one-year period of time; and the Contract shall remain in effect through January 19, 2024, unless otherwise renewed or terminated in accordance with the terms and conditions set forth therein.
3. All other terms and conditions set forth in the Contract previously executed by the parties shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Renewal to be executed by the following duly authorized representatives of the parties on the dates indicated below.

DATED this _____ day of _____, 2023.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2023

Witnesses:

UNIVERSAL TOWING, INC.

By: _____

Print Name: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

**TOWING RELATED SERVICES CONTRACT
(Reference RFP 2021-07)**

This Contract is hereby entered into on the 20th day of January, 2021, by and between the CITY OF ORMOND BEACH, a Florida municipal corporation, hereinafter referred to as "City," and UNIVERSAL TOWING, INC., located at 542 LPGA Blvd., Holly Hill, FL 32117, hereinafter referred to as "Towing Company," in consideration of the mutual covenants, terms, and conditions set forth in this Contract and all Exhibits incorporated by reference herein:

SECTION 1. DEFINITIONS.

(A) *Class "A" vehicle* means a vehicle with a gross vehicle weight of 10,000 pounds or less, including but not limited to cars, light trucks (1-ton and under), motorcycles, and cargo or lawn trailers (with 2- or 4-wheels).

(B) *Class "B" vehicle* means a vehicle with a gross vehicle weight rating from 10,001 pounds up to 33,000 pounds, including but not limited to small dump trucks, step vans, service body vehicles, and construction equipment.

(C) *Class "C" vehicle* means a vehicle with a gross vehicle weight rating from 33,301 pounds up to 80,000 pounds, including but not limited to heavy duty fire apparatus, tandem dump trucks, sewer cleaners, tractor trailers, and construction equipment.

(D) *Nonconsensual towing* means the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of a vehicle in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle, excepting "*trespass towing*" defined below.

(E) *Trespass towing* means the towing or removal of a vehicle, without the consent of the vehicle's owner or operator, as such is authorized by *Sec. 715.07, Florida Statutes*, when that vehicle is parked on private real property.

SECTION 2. VEHICLE CLASSES; SERVICE CATEGORIES; RESPONSE TIMES.

(A) **Category I: Emergency Towing Services.** At the direction of either the City's Police or Fire Chief, or their designees, the Towing Company shall provide for the removal and storage of Class "A", Class "B", and Class "C" vehicles, from public or private property situated within the City, in response to or arising from the following requirements:

(1) The confiscation or seizure of vehicles as authorized by *Chapter 932, Florida Statutes*. Any such vehicle must be towed from the point of seizure to the Ormond Beach Police Department storage compound. Upon request, the Towing Company shall provide the Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by police officers. In the event the Police Department has founded suspicion that any property in, on, or affixed to the vehicle is stolen, and such property may be removed without adversely affecting the operability of the vehicle, the Police Department shall be permitted to effect the removal of the property. The billing for such tow and storage services shall be directly to the owner of the vehicle, and at no charge to the City.

(2) The removal of disabled vehicles from accident scenes, either with consent of the owner/operator; or when the officer-in-charge determines that a vehicle (or vehicles) must be removed from the scene in the interest of public safety without such consent. The Towing Company shall, at no cost to the City, promptly and thoroughly clean

all debris off the public streets, way, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any such accident if the accident scene is to be, is being, or has been serviced by the Towing Company, or the agents, servants, or employees of the Towing Company. The billing for such tow and storage services shall be directly to the owner of the vehicle, and at no charge to the City.

(3) The removal and transportation of illegally parked vehicles from municipal property or public rights-of-way. The billing for such tow and storage services shall be directly to the owner of the vehicle, and at no charge to the City.

(4) The removal and transportation of disabled emergency vehicles operated by the City's Police and Fire Departments. When authorized and directed by either the City's Police or Fire Chief, or their designees, the Towing Company shall provide for the removal and transportation of all classes of police and fire department vehicles to any point within Volusia and Flagler County at no charge to the City.

(5) **Response Times.** Services in Category I shall be rendered by the Towing Company upon demand of the Police Chief or designee at any and all times, twenty-four (24) hours a day, seven (7) days a week, including holidays, with a maximum response time of 20-minutes for at least ninety-five (95%) percent of all service calls; and a 30-minute response time for the remaining five (5%) percent of service calls.

(B) **Category II: Non-Emergency Towing Services.** At the direction of the City's Fleet Manager, or designee, the Towing Company shall provide for the removal, transport, and storage of Class "A", Class "B", and Class "C" vehicles, from public or private property situated within the City, in response to or arising from the following requirements:

(1) The removal and transport of vehicles owned or leased by the City to any location within Volusia County. The Towing Company shall provide 195 (one hundred ninety-five) free tows (removal and transport) of Class "A" vehicles at no charge to the City during each year of the Contract.

Although infrequent, City vehicles must occasionally be towed to or from Flagler County. Removal and transport of City Class "A" vehicles to or from Flagler County shall be at 50% of the contractor's established rate.

In addition, the Towing Company shall jump start and change the flat tires of any City Class "A" vehicles within Volusia or Flagler County at no charge to the City.

(2) The removal, transport, and storage of abandoned or discarded vehicles arising or resulting from the City's code enforcement activities. The billing for such tow and storage services shall be directly to the owner of the vehicle, and at no charge to the City. The City shall waive any and all salvage rights that may be permitted by law for such vehicles; and shall retain no liens upon them.

(3) **Response Times.** Services in Category II shall be rendered by the Towing Company upon demand of the Fleet Manager, or designee, between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, excepting holidays, within 1-hour of the request for service in at least fifty (50%) percent of all service calls; and a 2-hour response time for the remaining fifty (50%) percent of service calls.

SECTION 3. CONSIDERATION; TOWING OF CITY OWNED OR LEASED VEHICLES.

(A) As consideration for the performance of services under this Contract the Towing Company shall provide for the emergency removal and transportation of all classes of vehicles operated by the City's Police and Fire Departments, at NO CHARGE as set forth in

Sections 2(A)(4), (5), above.

(B) As further consideration for the performance of services under this Contract, The Towing Company shall provide 195 (one hundred ninety-five) free tows (removal and transport) of Class "A" vehicles owned or leased by the City per contract year at NO CHARGE to the City as set forth in Sections 2(B)(1), (3), above. In addition, the Towing Company shall jump start and change the flat tires of any Class "A" vehicles at NO CHARGE to the City as set forth in Sections 2(B)(1), (3).

(C) The provisions of this section shall apply whether or not the Towing Company is or shall become the sole provider of services under this Contract.

SECTION 4. CONTRACT TERM; TERMINATION PROVISIONS; BREACH; REMEDIES.

(A) Contract Term: The initial term of this Contract shall be for a period of two (2) years beginning on January 20, 2021 and may be renewed for three (3) additional 1-year periods upon mutual agreement of the parties.

(B) Termination without cause: Either party may terminate the Contract without cause, at any time by providing written notice of such cancellation at least thirty (30) days prior to the date of cancellation. The parties may mutually agree to waive the thirty (30) day notice requirement.

(C) Termination for cause: The Police Chief or designee(s) is/are authorized to closely monitor the Towing Company's operations and, in the event a factual determination is made by the Police Chief or designee(s) that the Towing Company has breached a material term or condition of this Contract, the Police Chief shall so notify the

Towing Company, in writing, specifically as to the manner and basis upon which said breach is predicated. If within a period of seven (7) days the Towing Company has not remedied the condition(s) considered to constitute said breach, the Police Chief may suspend the Towing Company for up to four (4) towing weeks, with service during such periods of suspension provided by any other available Towing Company in the City, or terminate for cause. The Towing Company may appeal such suspension or termination to the City Manager. The Police Chief shall so notify the City Manager and a hearing shall be set for a date within fifteen (15) days of such notice. At that time, the City Manager shall hear the Towing Company and the City representatives and shall make a determination as to whether or not there has been a breach of the Contract. If the City Manager determines there has been a breach, he/she may take such action thereon as deem appropriate, including without limitation, a suspension for any period of time determined proper under the circumstances, or termination of the Contract. The decision of the City Manager is final. Any lesser remedial action than termination shall not waive the City's right to further remedial action.

(D) In addition to terminating this Contract for cause, the City may recover from the cash or surety bond all administrative costs as provided by this Section.

(E) The City may, if it so elects, pursue any other remedies provided by law for breach of this Contract or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to the City or to the Towing Company is intended to be exclusive of any other right or remedy now or hereafter existing at law or at equity or by statute.

SECTION 5. NONCONSENSUAL AND TRESPASS TOWING; RATES AND FEES.

(A) The Towing Company shall provide access to the owner of the vehicle, or to any person with written authorization from the owner, and allow the owner or his authorized agent to remove any item not affixed to the vehicle. The owner or his authorized agent may also remove the tag from the vehicle, so long as state law requires the tag to stay with the owner. Nothing contained herein shall prohibit the Towing Company from requiring the execution of a full Release prior to allowing the owner or his authorized agent to have access to the vehicle.

(B) The Towing Company may not charge the owner of the vehicle an amount in excess of the maximum rates and fees provided for in Sec. 118-98, Volusia County Code of Ordinances, as amended, for non-consensual and trespass tows that originate within the City; however, in the event the City adopts by ordinance a maximum rate and fee structure applicable to non-consensual and trespass tows during the term of this contract, the Towing Company shall comply with the rates, fees, and provisions set forth therein. The City shall not be liable in the event of non-payment by the owner of the vehicle being towed.

SECTION 6. PROHIBITED CHARGES. In the event a determination is made by the Police Chief that a vehicle has been towed in error at the direction of an authorized representative of the City, the City shall reimburse the Towing Company for the reasonable charges associated therewith and the Towing Company shall not charge the owner of the towed vehicle.

SECTION 7. STORAGE FACILITIES.

(A) The Towing Company shall maintain a storage garage and/or outside storage facilities complying with all applicable building and zoning regulations. Such

storage facilities shall:

(1) Contain a minimum of two hundred (200) spaces in an area which is completely fenced;

(2) Have available a minimum of four (4) spaces inside a building for the storage of vehicles which require police processing. These spaces shall be maintained to provide protection from the weather and security from the general public for vehicles which require police processing.

(3) The Towing Company shall have an employee on duty at the required storage facility, or upon immediate call to the facility, twenty-four (24) hours a day, seven (7) days a week, including holidays.

(4) Upon reasonable notice, the required storage facilities shall be subject to inspection and shall be approved by the Police Chief or his designated agent during the term of this Contract. Notice of any discrepancies or deficiencies in compliance which are found by the City shall be submitted to the Towing Company in writing, and the Towing Company shall remedy the same within seven (7) days of receipt of such notice. Upon the failure of the Towing Company to remedy the deficiencies in compliance, action may be taken by the City pursuant to Section 4 of this Contract.

(5) Any vehicle which has been marked "HOLD" by the Police Department shall be held at the required storage facility, unless indicated otherwise, at no charge to the City, for whatever period of time is necessary in order to properly process the vehicle and complete the investigation. Personnel of the Ormond Beach Police Department shall be permitted access to such vehicles at all reasonable times. Vehicles stored in enclosed areas shall be secured from access by unauthorized persons. The Towing Company shall take reasonable steps to protect all stored vehicles and their

contents from theft and damage.

(6) The Towing Company shall make such written reports to the City as may be required under Florida law.

SECTION 8. TOWING EQUIPMENT/PERSONNEL.

(A) The Towing Company shall, during the term of this Contract, own a minimum of three (3) wreckers to provide the services required by this Contract, one of which must be a Class "C" wrecker. The wreckers of the Towing Company shall meet the requirements and specifications set forth in *Rule 15B-9.005, Fla. Adm. Code*, as the same now exists and as may from time to time be amended. A copy of said Rule, as it currently exists, is attached hereto and incorporated by reference herein.

(B) Said wreckers shall be of recognized commercial make and shall have a wrecker winch (chassis) and truck towing capacity suitable for the removal and transportation of the various types of motor vehicles contemplated by this Contract without damage to such vehicles and without undue interference with the flow of traffic.

(C) All wrecker drivers are required to have the applicable Florida license required in order to operate the given vehicle, and shall comply and be familiar with the Florida Uniform Traffic Control Law, *Chapter 316, Florida Statutes*.

SECTION 9. RADIO COMMUNICATIONS. The Towing Company shall provide a two-way radio communication system between its offices and all wreckers operated by the Towing Company. The Towing Company shall maintain a direct telephone line of incoming police calls in addition to such other telephones as are necessary for regular business use.

SECTION 10. NON-EXCLUSIVENESS OF SERVICE. The Towing Company agrees that the owner or person in possession of any vehicle which has been disabled shall have the

opportunity to contact a wrecker or towing company of his/her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. Said person, at the scene of an accident or otherwise, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

SECTION 11. BENEFITS FROM REPAIRS PROHIBITED. The Towing Company shall not benefit directly or indirectly, without the express written consent of the owner of the vehicle, or his/her authorized agent, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner shall state the repairs/painting to be done as well as the price and terms of payment.

SECTION 12. LIABILITY OF TOWING COMPANY. The liability of the Towing Company for any towed vehicles under this Contract, and all property contained therein, shall commence at the time a wrecker is hooked to any vehicle to be towed. Whenever a vehicle is marked "HOLD," the Towing Company or its employees, representatives, or agents shall endorse the inventory prepared by the police officer authorizing the impoundment.

SECTION 13. PERSONAL PROPERTY IN VEHICLES. To the extent provided by law, the Towing Company shall be held accountable and liable for damage or loss to all personal property in the vehicles towed pursuant to this Contract and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, unless authorized by the owner of said vehicle in writing or permitted by applicable law. Access

to such vehicle shall be provided in accordance with Section 5(A) of this Contract. All such personal property must be returned at once, unless directed otherwise by the City and in which event written authority to release must be issued by the City, to the owner or person entitled to legal possession thereof, or their authorized agent, upon proper proof of ownership or right to possession. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall receipt the Towing Company for the same.

SECTION 14. RELEASE OF THE VEHICLE. The Towing Company agrees to release any vehicle which has not been marked "HOLD" to the proper owner, or his/her authorized agent entitled to possession of the vehicle, upon the payment of all allowed and applicable charges. Any vehicle which has been marked "HOLD" by the Ormond Beach Police Department cannot be released without prior written authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall be given a receipt for the vehicle.

SECTION 15. POSTING CHARGES. The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Contract. As to such persons, the Towing Company shall not impose any charges that exceed such posted or listed amounts.

SECTION 16. ITEMIZED STATEMENTS. Should any owner or his/her authorized agent, entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person with an itemized statement of all charges relating to the towing and storage of such vehicle.

SECTION 17. INDEMNIFICATION AND HOLD HARMLESS.

(A) The City, and its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by the Towing Company from any and all claim(s) resulting in liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct in the performance of the construction Contract by the Towing Company, including persons such as subcontractors employed or utilized by the Towing Company, unless any such claim arises as a result of the City's sole negligence, as determined by the final arbiter of such claim. Additionally, the City expressly retains all rights, benefits, privileges and immunities provided to Municipalities by Sovereign Immunity.

(B) The Towing Company agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in subsection (A), above. 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.

SECTION 18. INSURANCE REQUIREMENTS. At all times during the term of this Contract, the Towing Company shall maintain the Commercial General Liability Insurance, Workers' Compensation, and Automobile Liability policies of insurance and coverage limits required by the City of Ormond Beach Resolution 2011-116 (or as amended) which is attached and incorporated by reference herein. In addition, the Towing Company shall maintain:

1. Garage liability insurance in an amount not less than \$300,000 combined single limit liability.

2. Garage keeper's legal liability insurance in an amount not less than \$50,000 for each loss, covering perils of fire and explosion; theft of a vehicle, its parts or contents; riot and civil commotion; vandalism; malicious mischief; and damage to a vehicle in tow.

3. The following minimum levels of combined bodily injury liability insurance and property damage liability insurance [required by Section 627.7415, F.S.](#):

a. Fifty thousand dollars (\$50,000) per occurrence for a wrecker with a gross vehicle weight of less than 35,000 pounds.

b. One hundred thousand dollars (\$100,000) per occurrence for a wrecker with a gross vehicle weight of 35,000 pounds or more, but less than 44,000 pounds.

c. Three hundred thousand dollars (\$300,000) per occurrence for a wrecker with a gross vehicle weight of 44,000 pounds or more.

THE CITY SHALL BE NAMED AN ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTOMOBILE POLICIES OF INSURANCE AND CERTIFICATES THEREOF.

SECTION 19. RECORDS, BOOKS AND PAYMENT. The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to services provided under this Contract. The Towing Company acknowledges that business records maintained in connection with its towing services for the City are subject to public inspection under the Public Records Act, Chapter 119, *Florida Statutes*.

SECTION 20. RIGHT TO CANCEL SERVICE CALL. The City shall have the right to cancel a request for Towing Company services until the time at which the wrecker arrives on the scene, and there shall be no charge to the City or to the vehicle operator/owner in the event of such cancellation.

SECTION 21. COMPLIANCE WITH LAWS. The Towing Company agrees to and shall comply with all applicable provisions of the Florida Statutes and all applicable City and

County Ordinances. The Towing Company further specifically agrees that none of its wreckers shall be parked in any residential area of the City at any time other than during the weeks the Towing Company is on call.

SECTION 22. CASH BOND. Prior to the effective date of this Contract, the Towing Company shall post a cash or surety performance bond in the amount of two thousand five hundred (\$2,500.00) dollars with the City to be used by the City in the event the Towing Company fails to provide services required by the Contract, for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles.

SECTION 23. MISLEADING, DISHONEST AND ILLEGAL PRACTICES. The Towing Company warrants that it will not engage in any misleading, dishonest, or illegal practices with regard to the vehicles towed pursuant to this Contract, and that it will charge owners of vehicles only those amounts permitted under this Contract for those services covered by this Contract. In the event that an overcharge or other violation covered by this section is reported to the City, the City shall promptly notify the Towing Company of the alleged violation. If within one (1) day of such notice, a satisfactory explanation is not received by the Police Chief, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future, the violation may be reported to the City Manager for remedial action, including cancellation of the Contract, as provided for in Section 4 hereof.

SECTION 24. MISCELLANEOUS.

(A) The descriptive headings appearing in this Contract are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.

(B) The RFP documents and specifications contained therein are made a part of this Contract by reference.

(C) It is mutually understood and agreed that nothing contained in this Contract is intended, or shall be construed, as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Towing Company as an agent or representative of the City for any purpose or in any manner whatsoever.

(D) The Towing Company may not assign this Contract and its rights hereunder, in whole or in part, except with the prior written consent of the City Manager, which consent shall not be unreasonably withheld. The transfer of a majority of the stock of the Towing Company shall be deemed as an assignment of this Contract.

(E) All Class "A" vehicles owned or leased by the City shall be transported by flat bed. Construction equipment shall be transported by low boy or flat bed.

(F) The towing of all Class "B" and Class "C" vehicles owned or leased by the City shall include drive shaft and/or axle removal with appropriate air charge, if required.

(G) The City's Fleet Manager may establish administrative procedures and requirements relating to the services performed under this Contract for vehicles owned or leased by the City, including the submission of an invoice or other form(s) of documentation, with which the Towing Company shall comply.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first hereinabove written.

Dated this _____ day of _____, 2021.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE A. SHANAHAN
City Manager

DATED this _____ day of _____, 2021.

Witnesses:

UNIVERSAL TOWING, INC.

Print Name: _____

By: _____
Print Name: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Title: _____

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.U
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-21	
Strategic Goal:	Quality of Life – Other			
Department :	Public Works - Engineering			
Subject:	Sole Source Procurement - SONC Gymnasium Backboards			
Budget Impact:	A budget amendment will be required to make this purchase to transfer General Fund Reserves to the General Capital Improvement Fund (301). The procurement and installation of the backboard systems from H2I group is quoted at \$87,283.68.			
Summary:	Staff sought the sole source procurement for Porter Athletic's backboard systems for reasons of reliability and consistency of operation and maintenance for the new SONC Gymnasium. H2I Group is the only authorized vendor for Porter Athletic's backboard systems in the regional area.			
Recommended Action:	Staff recommends approval for the sole source procurement of Porter Athletic's backboard systems from H2I Group at the quoted price of \$87,283.68.			
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302			
Approval:				
Kelly McGuire, Finance Director		12/20/2022		
Claire Whitley, Assistant City Manager		12/20/2022		
Joyce Shanahan, City Manager		12/20/2022		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Alex Schumann, City Engineer
Date: January 10, 2023
Subject: Sole Source Procurement - SONC Gymnasium Backboards
Commission Goal: Quality of Life – Other

Introduction

This is a request for the City Commission to authorize the City's sole source procurement of Porter Athletic's backboard systems from H2I Group for the newly built South Ormond Neighborhood Center Gymnasium.

Background

The construction of the new gymnasium at the South Ormond Neighborhood Center (SONC) began in January of 2022, and is scheduled to be completed by February 2023. Early in the bid process it was determined that all gym equipment would be purchased and installed by the City. All of the gymnasiums in the City are equipped with Porter Athletic backboard systems. H2I Group is the only authorized vendor in the regional south east that sells and installs Porter Athletic systems.

Discussion

Previous experience with this line of systems has proven to be a positive experience for durability and staff's operability. Porter Athletic's backboard systems were used as the basis of design for the architectural and structural plans. Finally, to ensure the ease and consistency of operation and maintenance between facilities, the City notified all vendors of its intent to procure Porter Athletic's backboard systems from H2I Group. The sole source notification was published for a 15-day period in June/July 2022. Subsequently, no objections from other vendors or manufacturers were received regarding the notice of intent for the sole source purchase of Porter Athletic's backboard systems from H2I Group.

Budget Impact

A budget amendment will be required to make this purchase to transfer General Fund

Reserves to the General Capital Improvement Fund (301). The procurement and installation of the backboard systems from H2I group is quoted at \$87,283.68.

Citizen Impact

The procurement and installation of these backboard systems will complete the construction of the new SONC Gymnasium. Adding more indoor basketball courts at the SONC will allow the City to grow its recreational basketball league, and give residents more space to play during rainy days.

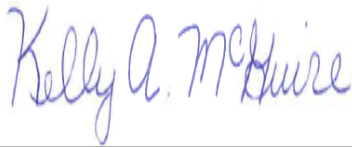
Recommendation

Staff recommends approval for the sole source procurement of Porter Athletic's backboard systems from H2I Group at the quoted price of \$87,283.68.

Attachments:

1. 23-21 SONC backboards-H2I Group (P22-0190G)
2. H2I Group agreement
3. Finished Floor Proposal SONC - 12.15.2022
4. Sole Source Justification Form

Approvals:



Kelly McGuire, Finance Director

Date: December 20, 2022



Claire Whitley, Assistant City Manager

Date: December 20, 2022



Joyce Shanahan, City Manager

Date: December 20, 2022

RESOLUTION NO. 2023-21

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF BASKETBALL BACKSTOPS FROM H2I GROUP TO BE INSTALLED AT THE SOUTH ORMOND NEIGHBORHOOD CENTER GYM; AUTHORIZING EXECUTION OF AN AGREEMENT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the new gymnasium at the South Ormond Neighborhood Center is scheduled to be completed by February 2023, and

WHEREAS, it is desired that all of the gymnasiums in the city be equipped with the same Porter Athletic backstop system for continuity of maintenance, and

WHEREAS, H2I Group is the only authorized vendor of Porter Athletic backstops in the area that are compatible with the City's existing gymnasium 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 basketball backstops from H2I Group at a cost not to exceed \$87,283.68, and

WHEREAS, the City Manager has certified that the money for the payment of the equipment will be appropriated to the credit of the General Fund (301) and will not be 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 basketball backstops from H2I Group to be installed at the South Ormond Neighborhood Center at a cost not to exceed \$87,283.68 and to pay the cost thereof from the General Fund.

SECTION TWO. The Mayor and City Manager are hereby authorized and directed to execute an agreement with H2I Group for the purchase and installation of basketball backstops at the South Ormond Neighborhood Center (a copy of said agreement is attached hereto and incorporated herein by reference).

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

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 **H2I Group** ("Contractor"), 10130 Perimeter Pkway, #200, Charlotte, NC 28216 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 November 30, 2022 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 equipment shall be installed and the project completed by April 30, 2023.
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 shall complete the project within the time frame set forth on Exhibit "A".
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

H2I Group
Matt Cross, General Manager
10130 Perimeter Pkwy, #200
Charlotte, NC 28216

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**

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 _____, 2023.

Witnesses:

CITY OF ORMOND BEACH

By: _____

Print Name: _____

BILL PARTINGTON

Mayor

By: _____

Print Name: _____

JOYCE SHANAHAN

City Manager

DATED this _____ day of _____, 2023.

Witnesses:

H2I GROUP

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____



Choose an item.

PROPOSAL SONC Gym**To: Cole Buck****Date: 11/30/2022****Project: SONC Gym****Location: Ormond Beach, FL****Architect:****Bid Date: NA**

We propose to furnish the following as manufactured by Porter Athletic using standard design, materials, construction sizes and colors.

Specification Section: Gym Equipment

Material, freight and installation **\$87,283.68****Pricing Includes:**

Line	Part #	Description	QNTY	Price	Sub-Total
1	90FOLD28PERP10	Folding Backstop up to 28' under 10' bay	2	\$4,931.47	\$9,862.94
2	90FOLD28PARA10	Folding Backstop up to 28' under 10' bay	4	\$5,556.14	\$22,224.56
3	90BRIDGE25	Bridge Pipe 25'	4	\$1,012.75	\$4,051.00
4	90CRAD05	Full Cradle	2	\$2,824.80	\$5,649.60
5	208	Center-Strut Glass Backboard	6	\$988.00	\$5,928.00
6	236154	Powr-Flex II	6	\$281.20	\$1,687.20
7	00326XX0	Pro-Pad Bolt on Pad	6	\$235.60	\$1,413.60
8	797	Safety Strap	6	\$627.00	\$3,762.00
9	5600XX	Dura-Safe 2" Wall Pads 2'x6'	36	\$117.80	\$4,240.80
10	PADINSTALL2	Wall Pad Install Lv. 2	36	\$35.00	\$1,260.00
11	BACKINSTALL6	Ceiling Backstop Install Lv. 6	6	\$3,200.00	\$19,200.00
12	FCINSTALL	Field Check	1	\$600.00	\$600.00
13	LOADINSTALL1	Unloading of Customer Equipment	1	\$1,000.00	\$1,000.00
14	Finished Floor	Installing over a Finished Floor	1	\$6,403.98	\$6,403.98
				Total	\$87,283.68

Qualifications:

1. Pricing Good for Purchase Order Placed by January 10th and Job Completion by April 30, 2023.
2. Full Payment Upon Completion
3. Proposed project schedule:

Shop Drawings	6 weeks
Approval Process	1 week

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 Page 1 of 2



Choose an item.

Manufacturing Lead Time	6 weeks
Shipping	1 weeks
Installation	1 week

Excludes:

1. State Sales & Use Taxes. Purchaser by acceptance of this quotation agrees to furnish Tax Exemption Certificates when requested on non-taxable materials, otherwise any applicable tax will be added at time of invoicing.
2. Any Liquidated, Consequential and/or Actual Damages clauses.
3. Any Electrical
4. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster provided by others, leaving the premises broom clean and orderly.

TERMS: Net 30 Days

ACCEPTED: Company _____
Name _____
Date _____

RESPECTFULLY,
H2I Group, Inc.

By _____

Matt Cross
November 30th, 2022

Note: This quotation is offered for acceptance within 45 days and is subject to revision beyond that time.



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Page 2 of 2

PROPOSAL SONC Gym

To: Cole Buck

Date: 11/30/2022

Project: SONC Gym

Location: Ormond Beach, FL

Architect:

Bid Date: NA

We propose to furnish the following as manufactured by Porter Athletic using standard design, materials, construction sizes and colors.

Specification Section: Gym Equipment

Material, freight and installation **\$87,283.68**

Pricing Includes:

Line	Part #	Description	QNTY	Price	Sub-Total
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				Total	\$87,283.68

Qualifications:

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- Full Payment Upon Completion
- Proposed project schedule:

Shop Drawings
Approval Process

6 weeks
1 week



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info@h2igroup.com





Choose an item.

Manufacturing Lead Time	6 weeks
Shipping	1 weeks
Installation	1 week

Excludes:

1. State Sales & Use Taxes. Purchaser by acceptance of this quotation agrees to furnish Tax Exemption Certificates when requested on non-taxable materials, otherwise any applicable tax will be added at time of invoicing.
2. Any Liquidated, Consequential and/or Actual Damages clauses.
3. Any Electrical
4. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster provided by others, leaving the premises broom clean and orderly.

TERMS: Net 30 Days

ACCEPTED: Company _____
Name _____
Date _____

RESPECTFULLY,
H2I Group, Inc.
By _____

Matt Cross
November 30th, 2022

Note: This quotation is offered for acceptance within 45 days and is subject to revision beyond that time.



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City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: _____

Date: 6/9/2022

Vendor: H2I Group

Cost: _____

Requested by: Cole Buck

Department: Engineering

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.

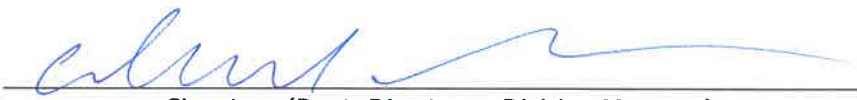
Describe the product or service being requested in detail: Supply and Install (6) Porter folding forward basketball backstops with electric winch, safe strap, glass backboard, and Edge padding. Supply and set-up (1) set of volleyball standards with cover plates (installed by others).

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary): The Porter backboard system was initially selected for this project to keep consistent with the existing gymnasium on the same site. Previous experience with this line of systems has proven positive for staff's operation and durability. Porter's backboard systems were used as a basis of design for the architectural and structural plans.

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): H2I is the only vendor in the Southeast that sells and installs Porter backboard systems. This requisition will be advertised on Demandstar for 15 days.

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)
CITY ENGINEER
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.

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.V
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-22	
Strategic Goal:	Water Quality & Environment – Other			
Department :	Public Works - Utilities Management			
Subject:	Sole Source Procurement - Purchase Water Treatment Plant High Service Pump Replacement			
Budget Impact:	The attached quote for the Peerless High Service pump from Tom Evans Environmental is \$51,357.65. Funds included within 409 - Water and Wastewater Renewal and Replacement Fund (Project #409221 - General Facility and System Upgrades) will be sufficient. A budget amendment is not needed.			
Summary:	One of the existing high service pumps at the Water Treatment Plant is in need of being replaced. Approval of the attached quote from Tom Evans, a sole source provider of Peerless pumps, will allow the City to replace the existing high service pump.			
Recommended Action:	Staff recommends approval for the sole source purchase of a high service pump from Tom Evans Environmental under this resolution.			
Staff Contact:	Shawn Finley, Public Works Director, (386) 676-3292			
Approval:				
Kelly McGuire, Finance Director		12/13/2022		
Claire Whitley, Assistant City Manager		12/19/2022		
Joyce Shanahan, City Manager		12/20/2022		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Shawn Finley, Public Works Director
Date: January 10, 2023
Subject: Sole Source Procurement - Purchase Water Treatment Plant High Service Pump Replacement

Commission Goal: Water Quality & Environment – Other

Introduction

This is a request for approval of a sole source purchase of a high service pump for the City's Water Treatment Plant.

Background

The high service pumping station at the City's Water Treatment Plant (WTP) is responsible for distributing treated drinking water to the City's customers. These high service pumps ensure that the distribution system operates at pressures that properly provide water for drinking purposes and fire suppression purposes. The existing pump has been in service since 2006 and is in need of being replaced. The procurement of a new high service pump will allow the City to continue providing drinking water and maintain fire suppression capabilities with minimal interruption.

Discussion

Tom Evans Environmental is the sole source supplier of the Peerless pump product in the attached quote. Replacing the existing high service distribution pump with a similar pump will allow the City to continue operating without additional piping and electrical modification to the existing high service pump station. The high service pumping station is utilized by the Water Treatment Plant on a continuous basis to deliver treated water to the City's customers and to provide fire flow protection. The existing pump has been in service since 2006 and has reached the end of the pump's intended life cycle.

Budget Impact

The attached quote for the Peerless High Service pump from Tom Evans Environmental is \$51,357.65. Funds included within 409 - Water and Wastewater

Renewal and Replacement Fund (Project #409221 - General Facility and System Upgrades) will be sufficient. A budget amendment is not needed.

Citizen Impact

Maintenance of the WTP components is required in order for the City to maintain the level of service expected of the City's utility by their customers.

Recommendation

Staff recommends approval for the sole source purchase of a high service pump from Tom Evans Environmental under this resolution.

Attachments:

1. 23-22 Peerless High Svc Pump-Tom Evans (P22-0195G)
2. Purchase Authorization
3. Sole Source Justification Form
4. Tom Evans Peerless Pump - Sole Source
5. Ormond Beach HS Pump #2_Quote

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022



Joyce Shanahan, City Manager

Date: December 20, 2022

RESOLUTION NO. 2023-22

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF A PEERLESS HIGH SERVICE PUMP FROM TOM EVANS ENVIRONMENTAL FOR THE CITY'S WATER TREATMENT PLANT; AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace the existing pump assembly at the water treatment plant which has been in service since 2006 and which has exceeded all criteria for replacement, and

WHEREAS, Tom Evans Environmental is the sole supplier of the Peerless pump which is similar to the existing pump assembly, 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 execution of a Purchase Authorization with Tom Evans Environmental for the purchase of a Peerless high service pump (model 6AE 16G) to be installed at the water treatment plant in the amount of \$51,357.65 (a copy of said Purchase Authorization is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the equipment has been appropriated to the credit of the Water and Wastewater 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 procurement of a Peerless high service pump from Tom Evans Environmental to be installed at the City's water treatment plant in the amount of \$51,357.65.

SECTION TWO. The Mayor and City Manager are hereby authorized and directed to execute a Purchase Authorization with Tom Evans Environmental for the above-described equipment and to pay the cost thereof from the Water and Wastewater Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2300237
Vendor: Tom Evans Environmental
Resolution No. 2023-22

Requisition By: Finley

Reason: Purchase of a Peerless high service pump for water treatment plant

Date: 1/10/2023

Purchase of: Purchase of a Peerless high service pump for the water treatment plant – Funding through Fund 409 – Water and Wastewater Renewal and Replacement Fund

PAY ITEM NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT
1	Peerless Horizontal Split Case Pump, Laser Alignment	EA	1	\$51,357.65	\$51,357.65
				Total:	\$51,357.65

SIGNED BY (CITY):

MAYOR

CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

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 Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for

the construction or repair of a public building or public work, may not submit Bids on leases 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.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

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 Request for Quotations and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The Vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor'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 Vendor, 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 Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quotation prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Request for Quotations.



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: 2300210

Date: November 29, 2022

Vendor: Tom Evans Environmental, Inc.

Cost: \$51,357.65

Requested by: Ron Burk, Equipment Maintenance Supervisor

Dept/ Div: Equipment Maintenance

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:

This is for the purchase of 1 each Peerless 6AE16G Pump assembly with 100 hp motor as listed on the attached quote. This Pump Assembly will be installed at the Water Treatment Plant High Service Pump Room, Pump #5.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary): The Pump assembly that is currently installed is no longer produced due to its age. Any replacement pumping assembly will require modifications to the piping and base.

Peerless pumps have recently been installed at other facilities in Ormond Beach (Breakaway Trails Reclaimed Storage & Pump Facility, Shadow Crossing Reclaimed Storage & Pump Facility and the WTP HSP 2) and are requested in upcoming projects at the Water Plant (Aerator Structure Rehab).

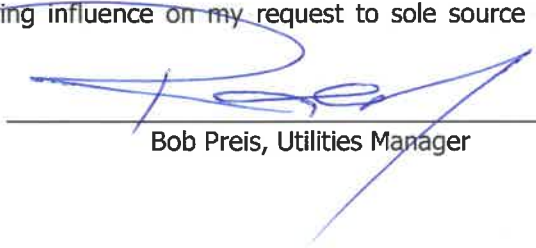
We receive excellent Customer Support from Tom Evans Environmental while standardization of equipment reduces cost and additional training.

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):

Tom Evans Environmental is the sole and exclusive representative for the Peerless Pump product lines in peninsular Florida's municipal (Water Utility) market and is exclusive to your account.

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.


Bob Preis, 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.

Mr. Ron Burk,, Equipment Maintenance Manager
City of Ormond Beach, Utilities Department
22 S. Beach Street
Ormond Beach, FL, 32174

August 22, 2022

Re: Sole Source Municipal Product Representation – Peerless Pump

Dear Mr. Burk,

Please accept this letter as formal notification to the City of Ormond Beach, that Tom Evans Environmental, by contract is the sole supplier for Peerless Pump products for peninsular Florida's municipal (Water Utility) market and is exclusive to your account.

The statement above applies to Peerless Pump product lines including vertical turbine, submersible vertical turbine, horizontal split case and end suction pumps.

Please contact Tom Evans Environmental at the following address for all your pumping needs which includes pumps, parts, factory reconditioning, and service.

Tom Evans Environmental
3200 Flightline Dr.
Lakeland, FL 33811
Phone: 863.619.3789
Email: te@tomevans.com

Respectfully,

Mike McGaugh

Mike McGaugh
Regional Sales Manager – South East US
Peerless Pump Company

Cc: Tom Evans Environmental



QUOTE

3200 Flightline Drive, Suite 302
Lakeland, Florida 33811
(863) 619-3789 (P) (863) 619-8098 (F)
te@tomevans.com

QUOTE NO. 22-1127aTEREV1
DATE November 27, 2022
EXPIRATION DATE January 26, 2023

TO
Ron Burk
City of Ormond Beach
22 S Beach St
Ormond Beach, FL 32174
Ron.Burk@ormondbeach.org
(386) 676-3368

PROJECT NAME Ormond Beach HSP Replacement
LOCATION HSP #2

SALES PERSON	SHIPPING METHOD	SHIPPING TERMS	ESTIMATED LEAD TIME	PAYMENT TERMS
Tom Evans	Included	FOB, Factory	32-34 weeks	Net 30 Days

QTY	PRODUCT #	DESCRIPTION
1		PEERLESS HORIZONTAL SPLIT CASE PUMP MODEL 6AE16G, WITH 100HP MOTOR, 460V/3PH/60HZ 1800 RPM, W/ NON-WITNESSED PERFORMANCE TEST PER ATTACHED DETAILS
2		LASER ALIGNMENT AND START UP SERVICES
1		FREIGHT INCLUDED

Quotation prepared by: **Tom Evans**

TOTAL \$ 51,357.65
(less applicable sales tax)

This is a quotation on the goods named, subject to the conditions noted below:

1. We do not include sales tax, pressure gauges, anchor bolts, wire, cable, conduit, tools, toolboxes, lubricants, installation, hook-up, field testing, shaft alignment, vibration testing, control panels or any other accessories or ancillary items which are not specifically called out in this scope of supply.
2. Under no circumstances will Tom Evans Environmental, Inc. or its suppliers be liable for any incidental, consequential, liquidated, special or late delivery damages whatsoever.
3. Payment terms are 100% net 10 days from delivery with any unpaid balance 30 days past due being subject to interest at 1-1/2% per month being added to the unpaid balance, with approved credit. Our price is based upon no retainage.
4. Pricing is based upon Tom Evans Environmental's and the manufacturer's Standard Terms and Conditions of Sale. Copies of these documents are available for your review and reference. No other terms or conditions of sale will apply unless accepted in writing by an officer of the Company.
5. Please understand that the shipping date is a estimate only, based upon market conditions existing at the time of this offering and are subject to revision.

To accept this quotation, sign here and return: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!

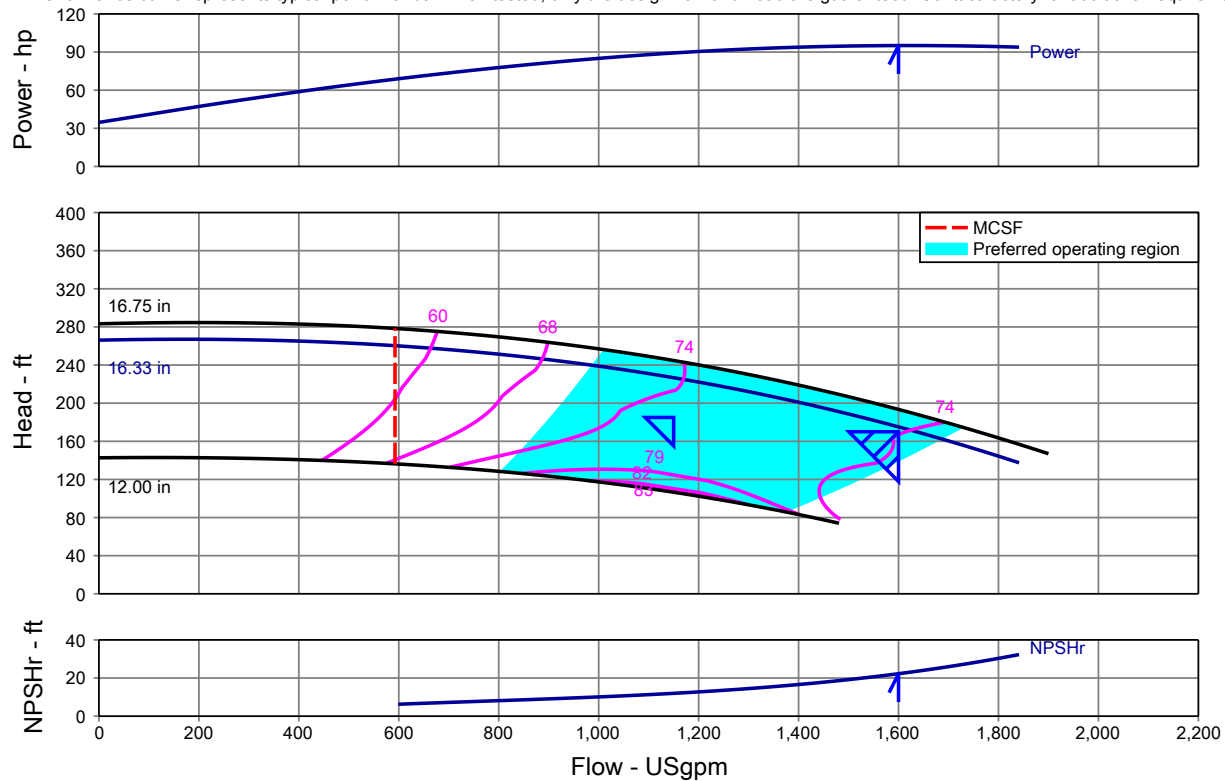
Tom Evans Environmental, Inc. is Equal Employment Opportunity / Affirmative Action compliant through good faith efforts in employment and business practices.

**Pump Performance Datasheet**

Customer	:	Quote Number / ID	: 1495838
Customer ref. / PO	:	Peerless Model	: 6AE16G
Tag Number	:	Stages	: 1
Service	:	Based on curve number	: 6AE16G-1760 Rev JULY 2021
Quantity	: 1	Date last saved	: August 08, 2022 8:45 AM
Operating Conditions		Liquid	
Flow, rated	: 1,600 USgpm	Liquid type	: Cold Water
Differential head / pressure, rated (requested)	: 170.0 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 175.2 ft	Solids diameter, max	: 0.00 in
Suction pressure, rated / max	: 5.00 / 5.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
Performance		Viscosity, rated	: 1.00 cP
Speed, rated	: 1760 rpm	Vapor pressure, rated	: 0.34 psi.a
Impeller diameter, rated	: 16.33 in	Material	
Impeller diameter, maximum	: 16.75 in	Material selected	: Cast Iron - 125# Discharge
Impeller diameter, minimum	: 12.00 in	Pressure Data	
Efficiency	: 74.38 %	Maximum working pressure	: 120.6 psi.g
NPSH required / margin required	: 22.3 / 0.0 ft	Maximum allowable working pressure	: 175.0 psi.g
Ns (imp. eye flow) / Nss (imp. eye flow)	: 845 / 5,496 US Units	Maximum allowable suction pressure	: N/A
MCSF	: 592 USgpm	Hydrostatic test pressure	: N/A
Head, maximum, rated diameter	: 267.1 ft	Driver & Power Data (@Max density)	
Head rise to shutoff	: 51.94 %	Motor sizing specification	: Max power (non-overloading)
Flow, best eff. point	: 1,407 USgpm	Margin over specification	: 0.00 %
Flow ratio, rated / BEP	: 113.68 %	Service factor	: 1.15
Diameter ratio (rated / max)	: 97.49 %	Power, hydraulic	: 70.7 hp
Head ratio (rated dia / max dia)	: 90.54 %	Rated power (based on duty point)	: 95.1 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Max power (non-overloading)	: 95.1 hp
Selection status	: Acceptable	Nameplate motor rating	: 100.0 hp / 74.6 kW

Performance based on test acceptance - Hyd Ins 14.6 Unilateral (1U)

Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.





Customer :
Reference :

Construction Datasheet
Peerless Express 22.2.2

Project name	: Ormond Beach HS Pump #2	Tag Number	: 001
Commissioned Representative	:	Service	:
Customer	:	Model	: 6AE16G
Customer ref. / PO	:	Quantity	: 1
Quote Number / ID	: 1739883	Quoted By (Sales Office)	: TOM EVANS ENVIRONMENTAL INC
Date last saved	: August 12, 2022 2:10 PM	Quoted By (Sales Engineer)	: Dennis Szczepanek

Construction

Nozzle	Size (in.)	Nozzle Configuration	Pos'n
Suction	8	125# ANSI	-
Discharge	6	125# ANSI	-

Orientation / Configuration : Horizontal Split Case Single Stage
Rotation : Clockwise
Wear Ring Configuration : Integral
Impeller Configuration : Standard
Shaft Configuration : Double Row Outboard Bearing
Sump Depth (feet) :
Bearing Frame :
Bearing Frame Foot :
Bearing Type (Radial/Thrust) :
Bearing Lubrication : Standard Grease Lubricated Ball Bearings
Thrust Bearing :
Intermediate Bearing :
Lower Bearing :
Bearing Housing Accessories :
Peerless Pump Model : 6AE16G - Bronze Fitted Horiz Mount, Mechanical With CI Casing Assembly 125lb/125lb ANSI Flanges

Baseplate, Coupling, and Guard

Baseplate : Fabricated Steel Drip Rim Base
Drip Pan :
Coupling : Falk, Steelflex SteelGrid
Guard : ANSI B15.1 Coupling Guard, Steel

Seal & Packing Construction

Sealing Method : Mechanical
Seal Material : Crane Type 21 Mech Seal 225° F Max BF501O101 Ceramic Seat (Set of 2)
Packing Gland :
Lantern Ring :
Recirculation Lines : Mechanical Seal Flush Piping - 18-8 Stn Steel

Weights (Approx.)

Pump : 690 lb
Baseplate : 264 lb
Driver : 1,250 lb
Estimated Shipping Gross Weight : 2,204 lb

Motor Information

Manufacturer : US
Frame Size : 405T
Power : 100.0 hp
RPM : 1800 rpm
Enclosure : TEFC
Operating Power Supply : 460/3/60
Efficiency : Prem
Service Factor : 1.15
Motor Application :
Motor Options / Accessories :
Catalog Number : 8D100P2C

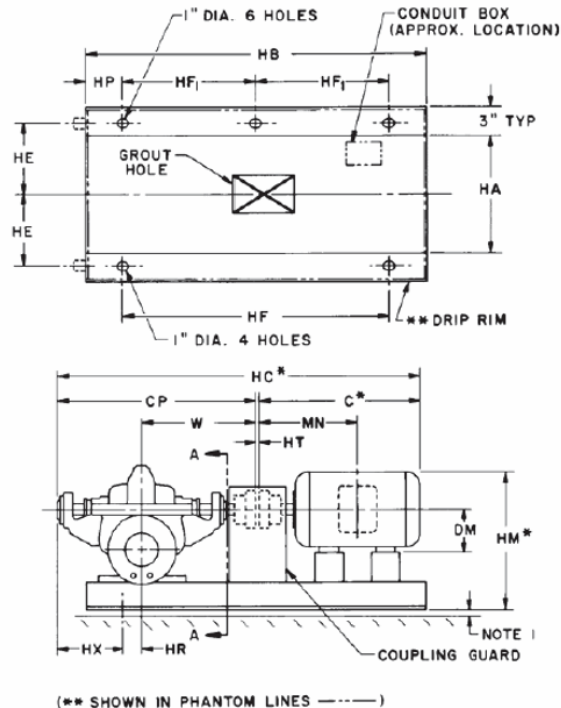
Materials

Case : CI Casing Assembly 125lb/125lb ANSI Flanges
Ring, Casing : Bronze Casing Rings
Impeller : Nickle Alum. Brz. Impeller with Integral Rings
Impeller Wear Ring : Integral
Impeller Key : 303 Stainless Steel
Gasket, Casing : Vegetable Fiber
Coating : Special/Other
Pump Shaft : CW (RH) Shaft - 416SS, Double Row Outboard Bearing
Sleeve : 316 SS Shaft Sleeves (set)
Line Shaft :
Column :
Discharge Pipe :
Discharge Elbow :
Suction Elbow :
Subplate :
Hardware :
O-rings :
Pump Coating : Special/Other

General Arrangement Drawing

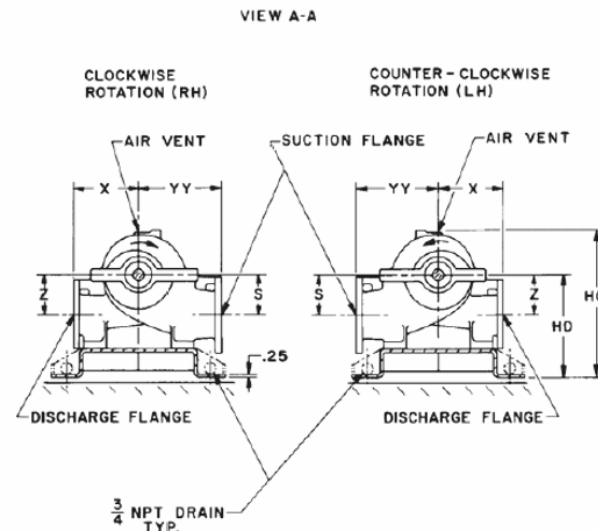
Project name : Ormond Beach HS Pump #2
 Commissioned :
 Representative :
 Customer :
 Customer ref. / PO :
 Quote Number / ID : 1739883
 Date last saved : August 12, 2022 2:10 PM

Tag Number : 001
 Service :
 Model : 6AE16G
 Quantity of pumps : 1
 Quoted By (Sales Office) : TOM EVANS ENVIRONMENTAL INC
 Quoted By (Sales Engineer) : Dennis Szczepanek



Note 1: Customer must fill base with grout and allow for .75 to 1.50 inch grout thickness between top of foundation and bottom of base

Note 2: Unit installation and final coupling alignment must be done by the installing contractor per Peerless Pump Company Installation Bulletin 2880549.



Units	Frame	CP	S	W	X	YY	Z	C	DM	HC	HD	HM	HO	HR	HT	HX	MN	HA	HB	HE
Inches	405T	33.75	9.12	18.75	18	16	10.75	39	10	73.5	19	29	30.5	3.5	0.75	11.5	20.75	24	72	13.5

Suction size	8 in.	Suction flange	125 lb ANSI	Base Furnished	Yes	HF	HF1	HP
Discharge size	6 in.	Discharge flange	125 lb ANSI	Rotation	Clockwise (Right Hand)	0	30	6

Flow	1,150 USgpm	Fluid Temp	Cold Water	Impeller Diameter	15.24 in	Enclosure	TEFC	Service Factor	1.15
TDH	185.0 ft		68 F	Pump Speed	1760 RPM	Power	100 Hp	Electrical Spec	3/460/60

Pump Weight	690 lbs	Motor Weight	1250 lbs	Base Weight	225 lbs	Coupling Weight	39 lbs	Total Weight	2204 lbs
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Scope of Supply

Project name	Ormond Beach HS Pump #2	Quote Number / ID	1739883
Customer		Model / Stages	6AE16G / 1
Tag Number	001	Flow, rated	1,150 USgpm
Customer ref. / PO		Differential head / pressure, rated	185.0 ft
		Speed, rated	1760 rpm

Pump

Qty	Description
1	6AE16G Scope of Supply Scope Pump Type Pump Type: New Pump Scope of Supply: Complete Unit (Pump, Motor, Base, Cplg and Grd) General Pump Construction Materials Pump Material: Bronze Fitted Horiz Mount Pump Rotation: Clockwise (Right Hand) Casing: CI Casing Assembly 125lb/125lb ANSI Flanges Gaskets: Hardware & Split Flange Gasket for Casing Impeller Configuration: Standard Impeller Material: Nickle Alum. Brz. Impeller with Integral Rings Casing Ring Material: Bronze Casing Rings Shaft Configuration: Double Row Outboard Bearing Shaft Material: CW (RH) Shaft - 416SS, Double Row Outboard Bearing Shaft Sleeve Material: 316 SS Shaft Sleeves (set) Bearing Lubrication: Standard Grease Lubricated Ball Bearings Bearing Protection: Double Row Outboard/Sgl Row Inboard Brgs with Std Lip Seals Coating: Tnemec 141 exterior only pump and base Seal & Packing Construction Seal Options Seal Type: Mechanical Seal Material: Crane Type 21 Mech Seal 225° F Max BF501O101 Ceramic Seat (Set of 2) Seal Piping: Mechanical Seal Flush Piping - 18-8 Stn Steel Mounting Parts Base & Coupling Options Base: Fabricated Steel Drip Rim Base Coupling Type & Size: Falk, Steelflex SteelGrid: 1080T10 Coupling Guard: ANSI B15.1 Coupling Guard, Steel Motor Driver Motor Type Site Voltage: 460 volt, 3 phase Testing & Certification Product Certifications CE Mark: None



Motor

Qty	Description
1	Motor Driver Motor Type Motor Enclosure: TEFC Motor Efficiency: NEMA Premium Motor Phase: Three Phase Selected Motor: 100Hp 1800R 405T 460V 3Ph 60Hz FullVoltStart PremEff 1.15SF, Horiz Ft Mtd Mtr TEFC 841 Plus F1 - US Catalog No: 8D100P2C

Testing

Qty	Description
1	Test Options: US H I Non-Witnessed Performance Test - Hyd Ins 14.6 Unilateral Grade 1U Hydrostatic Test: No Hydrostatic Test

Accessories

Qty	Description
1	Drinking Water Certification: NSF 61 International Classification Nameplate (Subject to factory validation of design and materials)

Commercial

Qty	Description
1	Shipping Container: Standard Skid (pump and driver) Incoterms 2020: EXW Named Place Named Place: Seller's Facility

NIDEC MOTOR CORPORATION

8050 WEST FLORISSANT AVE.
ST. LOUIS, MO 63136



DATE: 8/12/2022

P.O. NO.: GH23
Order/Line NO.: 25390 MN 100

TO:

Model Number: GH23
Catalog Number: 8D100P2C
841 Plus Configuration
CONF,MOTOR,841 PLUS

REVISIONS:
(NONE)

**ALL DOCUMENTS HEREIN ARE CONSIDERED CERTIFIED BY NIDEC MOTOR CORPORATION.
THANK YOU FOR YOUR ORDER AND THE OPPORTUNITY TO SERVE YOU.**

Features:

Horsepower 00100.00 ~ KW: 74.6
Enclosure TEFC
Poles 04 ~ RPM: 1800
Frame Size 405~T
Phase/Frequency/Voltage.. 3~060~460
Winding Type Random Wound
Service Factor 1.15
Insulation Class Class "F" ~ Insulife 2000
Altitude In Feet (Max) .. 3300 Ft.(1000 M)
Ambient In Degree C (Max) +40 C
Assembly Position "F-1" Assembly Position
Efficiency Class Premium Efficiency
Application Unknown
~
Customer Part Number
"AK" Dimension (Inches).. NA
Temperature Rise (Sine Wave): "B" Rise @ 1.0 SF (Resist)
Design Letter B
Starting Method Direct-On-Line Start
Duty Cycle Continuous Duty
Efficiency Value 95.4 % ~ NEMA Nominal
Load Inertia: NEMA ~ Standard Inertia: 441 LB-FT²
Number Of Starts Per Hour: NEMA
Motor Type Code CE
Rotor Inertia (LB-FT²) 21.7 LB-FT²
Qty. of Bearings PE (Shaft) 1
Qty. of Bearings SE (OPP) 1
Bearing Number PE (Shaft) 6316-J/C3
Bearing Number SE (OPP) 6316-J/C3

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NIDEC MOTOR CORPORATION

8050 WEST FLORISSANT AVE.
ST. LOUIS, MO 63136



DATE: 8/12/2022

P.O. NO.: GH23
Order/Line NO.: 25390 MN 100

TO:

Model Number: GH23
Catalog Number: 8D100P2C
841 Plus Configuration
CONF,MOTOR,841 PLUS

REVISIONS:
(NONE)

**ALL DOCUMENTS HEREIN ARE CONSIDERED CERTIFIED BY NIDEC MOTOR CORPORATION.
THANK YOU FOR YOUR ORDER AND THE OPPORTUNITY TO SERVE YOU.**

Accessories:

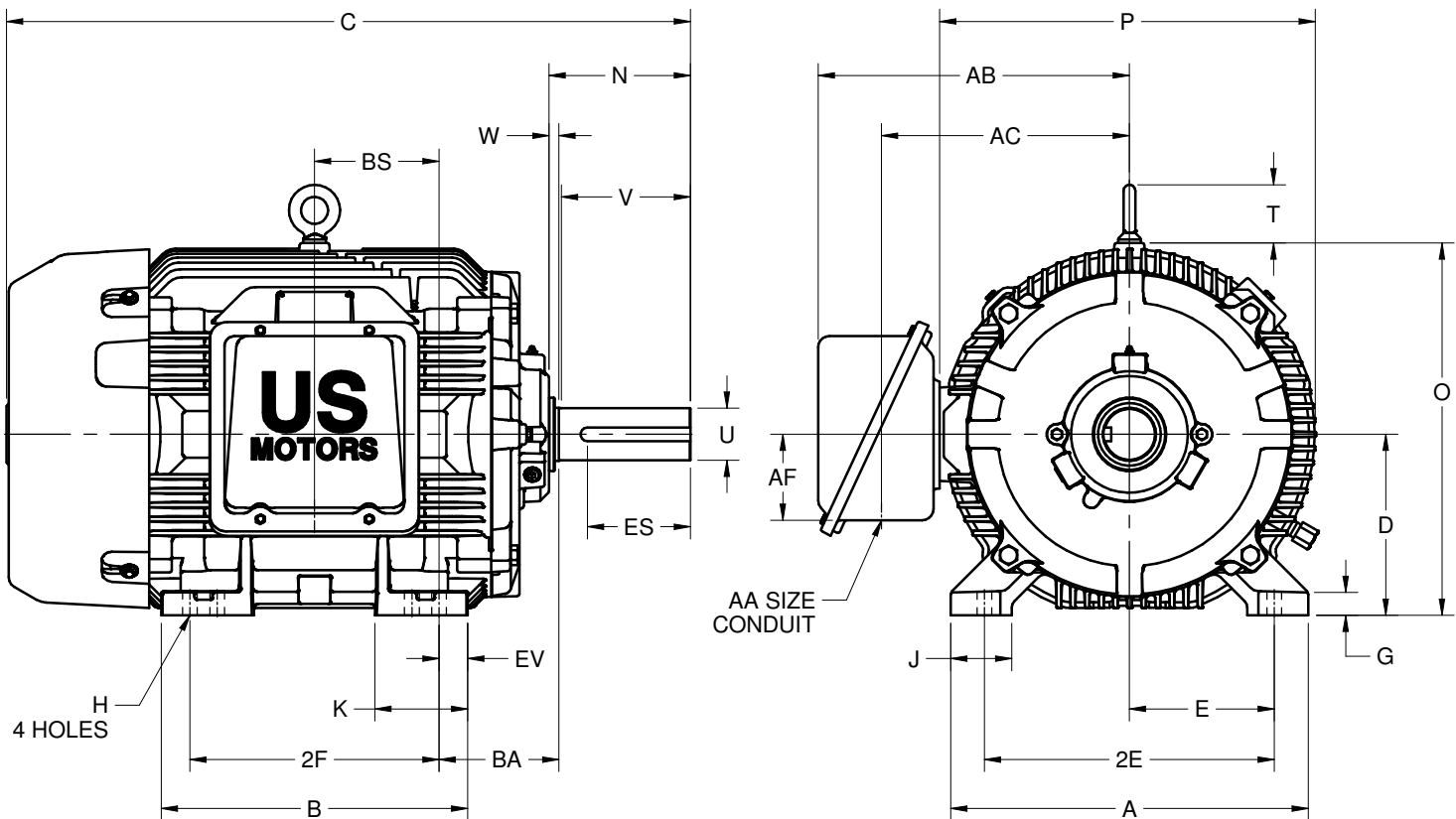
THIS MOTOR WILL BE LABELED AS: IEEE STD 841-2021
Inpro Seals - Both Ends
Stainless Steel T-Drains-Both
Direct Connected To Load
Corro-Duty
Special Foot Flatness
Grease Fittings/Press. Drains
Ground Lug In Conduit Box
Grounding Terminal on Frame
Precision Balance
Standard Leadtime: NA
F.O.B.:
PRIMARY GROUND
LOCATED IN MAIN
CONDUIT BOX

THIS MOTOR WILL BE~ LABELED AS:
IEEE STD 841-2021~

USE THE DATA PROVIDED BELOW TO SELECT THE APPROPRIATE DIMENSION PRINT

Horsepower	100
Pole(s)	04
Voltage(s)	460
Frame Size	405T
Shaft U Diameter	2.875
Outlet Box AF	4.75
Outlet Box AA	3.00

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ALL DIMENSIONS ARE IN INCHES AND MILLIMETERS

UNITS	A	B	C	D -.06	E	2E ±.03	G	H +.05	J	K	N	O	P ²
IN	19.75	16.94	37.75	10.00	8.00	16.00	1.25	.81	3.38	5.13	7.81	20.56	20.94
MM	502	430	959	254	203	406	32	21	86	130	198	522	532

UNITS	T	U -.001	V MIN	W	AA	AB	AC	AF	BA	BS	EV	ES MIN	SQ KEY
IN	3.22	2.875	7.00	.56	3 NPT	17.19	13.69	4.75	6.62	6.88	1.59	5.65	.750
MM	82	73.03	178	14		437	348	121	168	175	40	144	19.05

FRAME	UNITS	2F ±.03
404T	IN	12.25
	MM	311
405T	IN	13.75
	MM	349

1. DIMENSIONS MAY VARY .25" DUE TO CASTING AND/OR FABRICATION VARIATIONS
2. LARGEST MOTOR WIDTH
3. STANDARD ASSEMBLY POSITION F-1 IS SHOWN. F-2 IS PROVIDED WHEN SPECIFIED. CONDUIT OPENING MAY BE LOCATED IN STEPS OF 90° REGARDLESS OF THE LOCATION
4. TOLERANCES ARE SHOWN IN INCHES ONLY



NAMEPLATE DATA

CATALOG NUMBER:		8D100P2C		NAMEPLATE PART #:		2104620-007	
MODEL	GH23	FR	405T	TYPE	CE	ENCL	TEFC-IP55
SHAFT END BRG		6316-J/C3 - QTY 1		OPP END BRG		6316-J/C3 - QTY 1	
PH	3	MAX AMB	40 C	ID#			
INSUL CLASS	F	Asm. Pos.	F1	DUTY	CONT		
HP	100	RPM	1785	HP		RPM	
VOLTS	460			VOLTS			
FL AMPS	115.0			FL AMPS			
SF AMPS	131.0			SF AMPS			
SF	1.15	DESIGN	B	CODE	G		
NEMA NOM EFFICIENCY	95.4	NOM PF	86.0	KiloWatt	74.60		
GUARANTEED EFFICIENCY	94.5	MAX KVAR	26.1	HZ	60		

HAZARDOUS LOCATION DATA (IF APPLICABLE):

DIVISION		CLASS I		GROUP I	
TEMP CODE		CLASS II		GROUP II	



VFD DATA (IF APPLICABLE):

VOLTS	460	AMPS	120.8
TORQUE 1	294.20LB-FT	TORQUE 2	
VFD LOAD TYPE 1	VT/PWM	VFD LOAD TYPE 2	
VFD HERTZ RANGE 1	3-60	VFD HERTZ RANGE 2	
VFD SPEED RANGE 1	90-1800	VFD SPEED RANGE 2	
SERVICE FACTOR	1.00	FL SLIP	
NO. POLES		MAGNETIZING AMPS	
VECTOR MAX RPM		Encoder PPR	
Radians / Seconds		Encoder Volts	

TEAO DATA (IF APPLICABLE):

HP (AIR OVER)		HP (AIR OVER M/S)		RPM (AIR OVER)		RPM (AIR OVER M/S)	
FPM AIR VELOCITY		FPM AIR VELOCITY M/S		FPM AIR VELOCITY SEC			

ADDITIONAL NAMEPLATE DATA:

Decal / Plate	WD=499495	Customer PN	
Notes		Non Rev Ratchet	
Max Temp Rise		OPP/Upper Oil Cap	GREASE
Thermal (WDG)		SHAFT/Lower Oil Cap	GREASE
Altitude		Usable At	
Regulatory Notes		Regulatory Compliance	CC 030A
COS		Marine Duty	
Balance	0.05 IN/SEC	Arctic Duty	
3/4 Load Eff.	95.7	Inrush Limit	
Motor Weight (LBS)	1000	Direction of Rotation	
Sound Level		Special Note 1	
Vertical Thrust (LBS)		Special Note 2	
Thrust Percentage		Special Note 3	
Bearing Life		Special Note 4	
Starting Method		Special Note 5	
Number of Starts		Special Note 6	
200/208V 60Hz Max Amps		SH Max. Temp.	
190V 50 hz Max Amps		SH Voltage	
380V 50 Hz Max Amps		SH Watts	
NEMA Inertia		Load Inertia	
Sumpheater Voltage		Sumpheater Wattage	
Special Accessory Note 1		Special Accessory Note 16	
Special Accessory Note 2		Special Accessory Note 17	
Special Accessory Note 3		Special Accessory Note 18	
Special Accessory Note 4		Special Accessory Note 19	
Special Accessory Note 5		Special Accessory Note 20	
Special Accessory Note 6		Special Accessory Note 21	
Special Accessory Note 7		Special Accessory Note 22	
Special Accessory Note 8		Special Accessory Note 23	
Special Accessory Note 9		Special Accessory Note 24	
Special Accessory Note 10		Special Accessory Note 25	
Special Accessory Note 11		Special Accessory Note 26	
Special Accessory Note 12		Special Accessory Note 27	
Special Accessory Note 13		Special Accessory Note 28	
Special Accessory Note 14		Special Accessory Note 29	
Special Accessory Note 15		Special Accessory Note 30	
Heater in C/B Voltage		Heater in C/B Watts	
Zone 2 Group		Division 2 Service Factor	
Note 1	CL.I GR.A B C D	Note 2	CL.II GR.F
Note 3	T3 TEMP CODE DIV 2	Note 4	AT 1.0 S.F.
Note 5		Note 6	
Note 7		Note 8	
Note 9		Note 10	
Note 11		Note 12	
Note 13		Note 14	
Note 15		Note 16	
Note 17		Note 18	
Note 19		Note 20	
Note 21		Note 22	

NIDEC MOTOR CORPORATION
ST. LOUIS, MO

TYPICAL NAMEPLATE DATA
ACTUAL MOTOR NAMEPLATE LAYOUT MAY VARY
SOME FIELDS MAY BE OMITTED



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MOTOR PERFORMANCE

MODEL NO.	CATALOG NO.	PHASE	TYPE	FRAME
GH23	8D100P2C	3	CE	405T
ORDER NO.		25390	LINE NO.	
MPI:				250629
HP:				100
POLES:				4
VOLTS:				460
HZ:				60
SERVICE FACTOR:				1.15
EFFICIENCY (%):				
S.F.				95
FULL				95.4
3/4				95.7
1/2				95.2
1/4				92.4
POWER FACTOR (%):				
S.F.				86.8
FULL				86
3/4				82.9
1/2				75
1/4				54
NO LOAD				4.3
LOCKED ROTOR				29.8
AMPS:				
S.F.				131
FULL				115
3/4				89
1/2				66
1/4				47
NO LOAD				38.5
LOCKED ROTOR				779.1
NEMA CODE LETTER				G
NEMA DESIGN LETTER				B
FULL LOAD RPM				1785
NEMA NOMINAL / EFFICIENCY (%)				95.4
GUARANTEED EFFICIENCY (%)				94.5
MAX KVAR				26.1
AMBIENT (°C)				40
ALTITUDE (FASL)				3300
SAFE STALL TIME-HOT (SEC)				30
SOUND PRESSURE (DBA @ 1M)				71
TORQUES:				
BREAKDOWN{% F.L.}				261
LOCKED ROTOR{% F.L.}				157
FULL LOAD{LB-FT}				294.2

NEMA Nominal and Guaranteed Efficiencies are up to 3,300 feet above sea level and 25 ° C ambient

The Above Data Is Typical, Sinewave Power Unless Noted Otherwise

NIDEC MOTOR CORPORATION
ST. LOUIS, MO

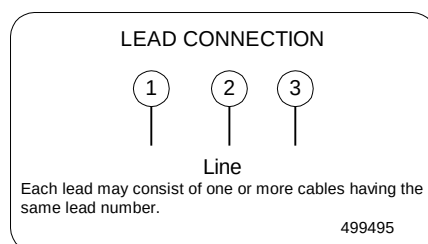
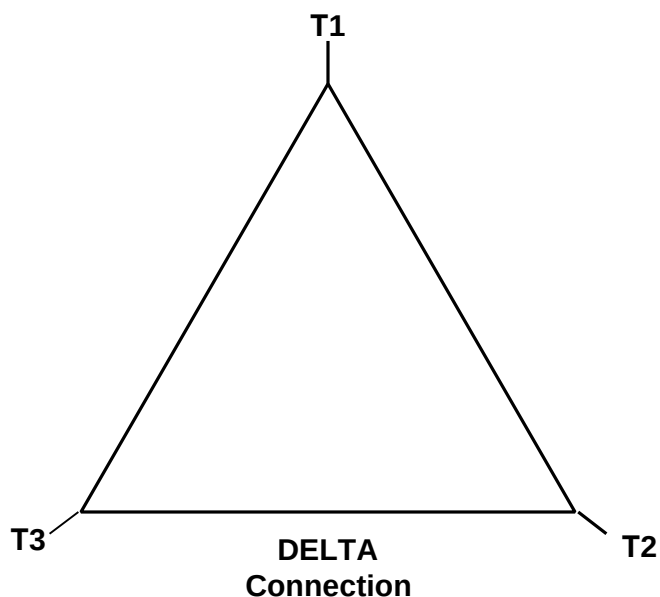


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499495

Motor Wiring Diagram



To reverse direction of rotation interchange connections L1 and L2.
Each lead may be comprised of one or more cables.
Each cable will be marked with the appropriate lead number.

841 PLUS® Motors

Horizontal A.C. Motors, Totally Enclosed Fan Cooled



Horsepower: 1 – 200 HP

Frame Sizes: 143 – 447

Pole Designs: 2, 4, 6, 8

Design Voltages: 460 and 575 Volts at 60 Hz

Requirements: Meets or exceeds Energy Independence and Security Act of 2007 (EISA);
Meets or exceeds IEEE 841 Standard-2009;
Meets vibration requirements of GM7E-TA

Warranty: 5-year limited warranty



Product Overview and Options

Designed to exceed the industry's most stringent IEEE 841 standards, the U.S. MOTORS® brand 841 PLUS® motors are commonly used in severe duty environments for pumps, compressors, fans, blowers, and other material processing applications. These rugged motors are ideal for constant speed or inverter duty applications typically found in the petroleum, chemical, pulp and paper, wastewater, automotive and mining industries.

U.S. MOTORS brand 841 PLUS motors are rated NEMA Premium® efficient. Low-loss silicon steel construction and streamlined design enables the motor to operate at lower temperatures resulting in lower energy costs. This motor is designed to operate in ambient temperatures of -30°C to 40°C, in altitudes of up to 1,000 meters above sea level and with NEMA Design B torque-current characteristics. Inertial load acceleration capabilities for the 841 Plus motor meet the stringent requirements of NEMA MG 1-2009, Section 12.54.

Product Features:

- NEMA Premium® efficient
- 1.15 Service Factor on sine wave power; 1.0 Service Factor on Inverter Duty
- Class B temperature rise at 1.0 Service Factor by resistance with sine wave power
- Class F insulation materials to increase motor life
- Exceeds NEMA MG1 Part 31 Inverter Duty
- Polyurea grease
- Stainless-steel nameplate
- Variable frequency drive or full voltage, across-the-line starting
- Ground on frame

- Division 2 suitable per NEC article 500 (NFPA 70)
- AFBMA bearing numbers on nameplate
- Protective coating on each rotor and shaft from bearing journal to bearing journal

Inverter Duty

Nidec Motor Corporation's patented inverter grade insulation system allows the U.S. MOTORS brand 841 PLUS motor to withstand spike and transient voltages induced by insulated bipolar gate transistor drives, making it fully compliant with NEMA MG-1, Part 31. This is made possible through:

- Pulse-resistant magnetic wire that provides protection against high-voltage spikes
- Additional lacing on the end turns improve coil rigidity
- Multiple bake cycles to help prevent coil-to-coil circuits
- Phase paper to help prevent phase-to-phase arcs
- Adjustable frequency of 5:1 constant torque or 10:1 variable torque for the full product line.



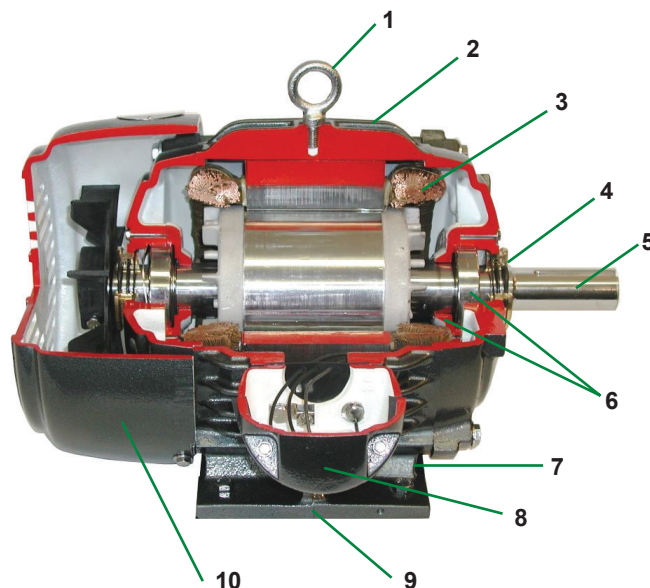
841 PLUS®



Product Overview and Options *continued*

Typical 841 PLUS® Motor Construction:

1. Corrosion resistant zinc dichromate-plated hardware
2. Heavy duty cast-iron enclosure for long life and reduced vibration
3. Inverter grade insulation
4. Inpro/Seal™ “VBXX” on both ends provides IP56 protection and prolongs motor life by shielding bearings from contaminants in even the harshest environments
5. Special shaft runouts for ball bearing motors of 0.0010 inches for shafts up to 1.625 inches and 0.0015 inches for larger shafts.
6. Same size oversized bearings on each end. Cast iron inner bearing caps
7. Brass breather drains
8. Oversized, double-gasketed and rotatable conduit box to protect against contaminants and correctly position non-braided, non-wicking motor leads
9. Foot flatness machined to within 0.005 inch tolerance ensures easy installation and proper alignment
10. Corrosion-resistant mill and chemical duty paint capable of withstanding a 500-hour salt spray test



Options and Accessories

Nidec Motor Corporation offers the following custom-design options on the U.S. MOTORS brand 841 PLUS motor:

- SKF CARB™ roller bearings where applicable
- Horizontal or vertical mounting
- Vibration detectors
- Sealed insulation treatments, available on form wound, medium voltage motors above 200 HP, to help shield motor windings
- Winding and bearing thermal protection for motors 250 HP and up
- Inpro/Seal™ MGS grounding shaft rings
- API 661 Duty

841 Plus Stock Motors

- 1 – 200 HP
- 2, 4, 6 pole designs
- 460 and 575 Volts
- Constant or variable torque
- 1–10 HP C-Face Footless

Custom and Conversion Motors

- 1 – 500 HP
- 2, 4, 6, 8 pole designs
- 200, 230, 460, 575, 2300, 4000 Volts
- Constant or variable torque
- C & D flange kits available 140 – 440 frame

Testing and Inspection

Nidec Motor Corporation conducts extensive testing and inspections on each of its U.S. MOTORS brand 841 PLUS motors.

- No load current, power and speed
- High-potential test on stator windings

- Insulation resistance test by megohmmeter and polarization index
- Precision balanced to typical vibration levels of less than 0.05 inches per second
- Optional complete test, including full load test

For additional information, please refer to our Full Line Standard Motor Catalog (FL600) or contact your Nidec Motor Corporation representative.

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Nidec
NIDEC MOTOR CORPORATION

8050 W. Florissant Avenue | St. Louis, MO 63136
Phone: 888-637-7333 | Fax: 866-422-7758

General Information for Integral Horsepower (IHP) Motors on Variable Frequency Drives (VFDs)

Variable Frequency Drives (VFD)

A VFD is a type of controller used to vary the speed of an electric motor. The VFD takes a fixed AC voltage and frequency and allows it to be adjusted in order to get different speeds from the motor. Motor speed can be varied by changing the frequency of the input power waveform. The equation below shows how the frequency affects the speed of a three phase induction motor.

$$\text{Speed} = \frac{120 * \text{Fundamental Input Frequency}}{\text{Number of Motor Poles}}$$

How does a VFD work?

A VFD takes the fixed frequency and voltage sine wave from the power grid or power station and puts it through a few steps in order to allow the VFD user to vary the frequency and in turn control the motor speed. First it rectifies the AC power into DC Power. Because of this step, a term commonly used instead of VFD is inverter. This only describes one step of what the VFD does to the power waveform. Once rectified into a DC voltage the drive sends the power through a set of transistors or switches. These switches can take the DC waveform and by opening and closing at certain speeds and durations can create an output waveform that mimics the sine wave that is required to drive a three phase electric motor. The output wave form is known as a Pulse Width Modulation (PWM) waveform because the waveform is created by multiple pulses of the switches at short intervals.

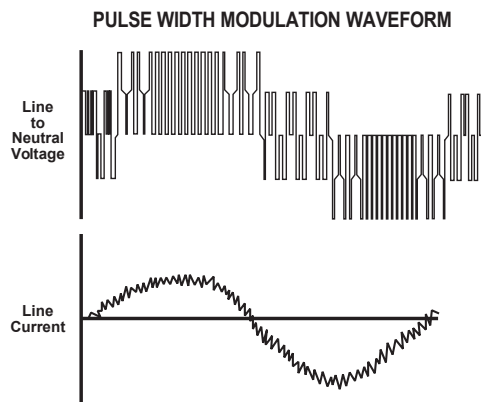


Figure 1 PWM Waveform

What variables should be considered when deciding whether to power a motor with a VFD?

VFD compatibility with motors is complex. As a result, many variables must be considered when determining the suitability of a particular motor for use with a VFD. These variables include:

- Torque requirements (Constant or Variable)
- Speed Range
- Line / System Voltage
- Cable length between the VFD and the motor
- Drive switching (carrier) frequency
- Motor construction

- VFD dv/dt - winding end turn differential in voltage versus differential in time
- High temperatures or high humidity
- Grounding system

Wider speed ranges, higher voltages, higher switching frequencies, insufficient grounding and increased cable lengths all add to the severity of the application and, therefore, the potential for premature motor failure.

How does a VFD affect the motor?

There are many things to consider when a motor is powered using a VFD or PWM power. When a motor is powered by a PWM waveform the motor windings very often see a large differential voltage, either from phase to phase or turn to turn. When the voltage differential becomes large enough it creates a reaction at the molecular level that converts available oxygen into O₃. This phenomenon is called partial discharge or corona. This reaction creates energy in the form of light and heat. This energy has a corrosive effect on the varnish used to protect the motor windings. PWM waveforms can also magnify shaft voltages which lead to arcing across the bearing and causing premature bearing failure. Corrective action must be taken to mitigate these issues that arise when using an electric motor with a VFD.

How do I protect the motor?

Nidec Motor Corporation (NMC) has developed specific motor designs to decrease the harmful affects that a VFD can have on a motor. NMC's INVERTER GRADE® insulation system is the first line of defense against corona and phase to phase faults that can be common when a motor is powered using a PWM waveform. The INVERTER GRADE® insulation system is standard on all of NMC's Inverter Duty products. Along with the INVERTER GRADE® insulation, thermostats are installed as a minimum protection against over heating the motor. Special consideration must also be given to bearings in motors powered by VFD's. In order to create a low resistance path to ground for built up shaft voltages a shaft grounding device can be used. On larger horsepower motors an insulated bearing system should be used in conjunction with the shaft grounding device when installed, to force the stray shaft voltages to ground. The bearing failures are more prominent on motors with thrust handling bearings. NMC has created an Inverter Duty vertical motor line that not only uses the INVERTER GRADE® insulation system, but that also comes standard with a shaft grounding device. On motors that are 100 HP and greater the thrust bearing is also insulated for additional protection.

What does "Inverter Duty" mean?

An Inverter Duty motor should describe a motor that helps mitigate potential failure modes of a motor that is powered by a VFD. Inverter duty motor windings should be able to withstand the voltage spikes per NEMA MG1 Part 31.4.4.2 and protect against overheating when the motor is run at slow speeds. On thrust handling bearings it is apparent that the bearings require additional protection. Inverter Duty vertical motors should have a shaft grounding device to protect the motor bearings from fluting due to voltage discharge through the bearing. On larger motors (100HP and larger) the shaft should also be electrically isolated from the frame in order to aid the shaft grounding ring in discharging the shaft voltages to ground.

*This information applies only to Integral Horsepower (IHP) motors as defined on the Agency Approval page, under UL® & CSA® listings where indicated.

Motor / Inverter Compatibility

Thermal Overloads and Single Phase Motors

Motors with thermal overloads installed may not operate properly on a VFD. The current carrying thermal overload is designed for sine wave power. Operation on a VFD may cause nuisance tripping or potentially not protect the motor as would be expected on line power. Thermostats or thermistors installed in the motor and connected properly to the VFD may provide suitable thermal overload protection when operating on a VFD. (consult codes for installation requirements)

Single phase motors and other fractional horsepower ratings are not designed to be operated on a VFD. Within Nidec Motor Corporation standard products, all motors NEMA[®] 48 frame (5.5" diameter) and smaller are not suitable for VFD applications. Three phase 56 and 143/145 frame applications should be noted on the catalog price page; or if in doubt ask a Nidec Motor Corporation technical representative for recommendations on compatibility with a VFD.

Slow Speed Motors

Motors with a base design of slower than six poles require special consideration regarding VFD sizing and minimizing harmonic distortion created at the motor terminals due to cable installation characteristics. Additional external PWM waveform filters and shielded motor cables designed for PWM power may be required to provide acceptable motor life. Harmonic distortion on the output waveform should be kept to a minimum level (less than 10%) mismatch impedance.

690V Applications

Motors that are rated for 690VAC and that will be powered by 690VAC PWM VFDs require the use of an external filter to limit peak voltage spikes and the use of an INVERTER GRADE[®] motor. Where available, an alternative to using an output filter is to upgrade to a 2300V insulation system.

Low Voltage TITAN[®] Motors

When using 449 frame and larger motors on PWM type VFDs consider the use of an external filter and shielded motor cables designed for PWM power to minimize harmonic distortion and peak voltages at the motor terminals. Harmonic distortion on the output waveform should be kept to a minimum level (less than 10%).

Bearing Currents Related to PWM Waveforms

Protection of the motor bearings from shaft currents caused by common mode voltages is becoming a standard feature on Inverter Duty motor products. Some installations may be prone to a voltage discharge condition through the motor bearings called Electrical Discharge Machining (EDM) or fluting. Vertical HOLLOSHAFT and HOSTILE DUTY World Motor come with grounding devices installed as standard. EDM damage is related to characteristics of the PWM waveform, and the VFD programming, and installations factors.

Bearing Protection on Inverter Duty Vertical Motors

All U.S. MOTORS[®] brand "Inverter Duty" vertical products have a shaft grounding system that allows damaging shaft currents a low resistance path to ground. **Bearings on vertical motors fed by VFD power without this bearing protection are not covered under any warranty.** All other bearing failure is covered per NMC's standard warranty. An electric motor repair shop approved to service U.S. MOTORS[®] brand motors must verify that the cause of the bearing failure was not due to EDM damage.

Guideline For Insulated Anti-Friction Bearings

Bearing insulation is required to prevent circulating shaft currents which can damage bearings. Circulating shaft current can be caused by use of improper power and/or ground cables, improper grounding systems and higher switching frequencies. Finding and correcting the external condition(s) is the responsibility of the system designer or specifying engineer. To prevent circulating shaft current in motors with anti-friction bearings, Nidec Motor Corporation's standard practice is to insulate the non-drive end bearing.

Adjustable Speed Drives produce a common mode voltage condition. To interrupt common mode voltage on induction motors of all sizes, NEMA MG1-2018 Part 31 recommends insulating both bearings. In cases where both anti-friction bearings are insulated, the system designer or specifying engineer should determine whether to apply one or more of the following options to prevent or reduce shaft currents: sinewave filters, line reactors or mechanical devices, such as shaft grounding or an insulated half coupling. Motors with shaft grounding devices are not suitable for installation in hazardous locations unless housed in an enclosure suitable for the specified Division (or Zone), Class and Group(s).

Multiple Motors on a Single VFD

Special considerations are required when multiple motors are powered from a single VFD unit. Most VFD manufacturers can provide guidelines for proper motor thermal considerations and starting/stopping of motors. Cable runs from the VFD and each motor can create conditions that will cause extra stress on the motor winding. Filters may be required at the motor to provide maximum motor life.

Grounding and Cable Installation Guidelines

Proper output winding and grounding practices can be instrumental in minimizing motor related failures caused by PWM waveform characteristics and installation factors. VFD manufacturers typically provide detailed guidelines on the proper grounding of the motor to the VFD and output cable routing. Cabling manufacturers provide recommended cable types for PWM installations and critical information concerning output wiring impedance and capacitance to ground.

Integrated Motor and Inverter

By integrating the motor and inverter at NMC's manufacturing facility, many of the motor compatibility problems are minimized or eliminated. During the manufacturing process, the motor is matched to the inverter characteristics which ensures the winding temperature and torque levels meet the design specification. Since the inverter output wiring to the motor is nearly eliminated, bearing currents are rarely experienced. When the unit is properly grounded, reducing the output cable lengths in conjunction with an inverter grade insulation system and low factory setting of the switching frequency of the inverter drive, results in low risk of voltage peaks produced by the PWM waveform.

Vertical Motors on VFDs

Vertical motors operated on VFD power present unique conditions that may require consideration by the user or installation engineer:

- Locked rotor and drive tripping caused by non-reversing-ratchet operation at low motor speeds. It is not recommended to operate motors at less than 1/4 of synchronous speed. If slow speeds are required contact NMC engineering.
- Unexpected / unacceptable system vibration and or noise levels caused by the torque pulsation characteristics of the PWM waveform, a system critical frequency falling inside the variable speed range of the process or the added harmonic content of the PWM waveform exciting a system component
- Application related problems related to the controlled acceleration/deceleration and torque of the motor on VFD power and the building of system pressure/ load.
- The impact the reduction of pump speed has on the down thrust reflected to the pump motor and any minimum thrust requirements of the motor bearings
- Water hammer during shutdown damaging the non-reversing ratchet

Humidity and Non-operational Conditions

The possible build-up of condensation inside the motor due to storage in an uncontrolled environment or non-operational periods in an installation, can lead to an increased rate of premature winding or bearing failures when combined with the stresses associated with PWM waveform characteristics. Moisture and condensation in and on the motor winding over time can provide tracking paths to ground, lower the resistance of the motor winding to ground, and lower the Corona Inception Voltage (CIV) level of the winding.

Proper storage and maintenance guidelines are important to minimize the potential of premature failures. Space heaters or trickle voltage heating methods are the common methods for drying out a winding that has low resistance readings. **Damage caused by these factors are not covered by the limited warranty provided for the motor unless appropriate heating methods are properly utilized during non-operational periods and prior to motor start-up.**

NEMA[®] Application Guide for AC Adjustable Speed Drive Systems: <http://www.nema.org/stds/acadjustable.cfm#download>

* This information applies only to Integral Horsepower (IHP) motors as defined on the Agency Approval page, under UL[®] & CSA[®] listings where indicated.

Warranty Guidelines for Integral Horsepower (IHP)* Motors on Variable Frequency Drives

Warranty Guidelines

The information in the following section refers to the motor and drive application guidelines and limitations for warranty.

Hazardous Location Motors

Use of a variable frequency drive with the motors in this catalog, intended for use in hazardous locations, is only approved for Division 1, Class I, Group D hazardous location motors with a T2B temperature code, with a limitation of 2:1 constant torque or 10:1 variable torque output. **No other stock hazardous location motors are inherently suitable for operation with a variable frequency drive.** If other requirements are needed, including non-listed Division 2, please contact your Nidec Motor Corporation territory manager to conduct an engineering inquiry.

575 Volt Motors

575 volt motors can be applied on Inverters when output filters are used. Contact the drive manufacturer for filter selection and installation requirements.

Applying INVERTER GRADE® Insulated Motors on Variable Frequency Drives (2, 4, 6 pole)

The products within this catalog labeled "Inverter Duty" or "Vector Duty" are considered INVERTER GRADE® insulated motors. INVERTER GRADE® motors exceed the NEMA® MG-1 Part 31 standard. Nidec Motor Corporation provides a three-year limited warranty on all NEMA® frame INVERTER GRADE® insulated motors and allows long cable runs between the motor and the VFD (limited to 400 feet without output filters). Cable distance can be further limited by hot and humid environments and VFD manufacturers cable limits. These motors may be appropriate for certain severe inverter applications or when the factors relating to the end use application are undefined (such as spares).

Nidec Motor Corporation's U.S. Motors® brand is available in the following INVERTER GRADE® insulated motors:

- Inverter Duty NEMA® frame motors good for 20:1 Variable Torque & 5:1 Constant Torque, including Vertical Type RUSI (10:1 V.T.)
- Inverter Duty motors rated for 20:1 Constant Torque
- ACCU-Torq® and Vector Duty Motors with full torque to 0 Speed or 5000:1
- 841 Plus® NEMA® Frame Motors

Applying Premium Efficient motors (that do not have INVERTER GRADE® insulation) on Variable Frequency Drives (2, 4, 6 pole)

Premium efficient motors without INVERTER GRADE insulation meet minimum NEMA® MG-1, Section IV, Part 31.4.4.2. These motors can be used with Variable Frequency Drives (with a reduced warranty period) under the following parameters:

- On NEMA® frame 447 and smaller motors, 20:1 speed rating on variable torque loads & 4:1 speed range on constant torque loads.
- On TITAN® 449 and larger frame motors, 10:1 speed rating on variable torque loads.

- On TITAN® frame motors, inquiry required for suitability on constant torque loads.

Cable distances are for reference only and can be further limited by hot and humid environments (refer to Table 1). Refer to specific VFD

Table 1 - Cable Distances			
Maximum Cable Distance VFD to Motor			
Switching Frequency	460 Volt	230 Volt	380 Volt
3 KHz	127 ft	400 ft	218 ft
6 KHz	90 ft	307 ft	154 ft
9 KHz	73 ft	251 ft	126 ft
12 KHz	64 ft	217 ft	109 ft
15 KHz	57 ft	194 ft	98 ft
20 KHz	49 ft	168 ft	85 ft

manufacturers cable limits. Refer to the Motor/ Inverter Compatibility page for special consideration of vertical motor bearings.

Warranty Period Clarifications and Exceptions

Standard Energy Efficient Exclusion

Applying Standard & Energy Efficient Motors on Variable Frequency Drives is not recommended. VFD related failures on standard and energy efficient motors will not be covered under warranty.

Vertical Motor Windings

Premium efficient vertical motors without INVERTER GRADE® insulation that are installed using the criteria described in this document and applied in the correct applications shall have a warranty while powered by a VFD for 12 months from date of installation or 18 months from date of manufacturing whichever comes first. See limited warranty page for horizontal motor warranty periods.

Bearing Exclusion for Thrust Handling Bearings

Bearings used in premium efficient vertical motors, and all thrust handling bearings, that are powered by VFDs without shaft grounding devices or insulated bearings (when required) will not be covered under any warranty for damages caused from being powered by a VFD. All other bearing failure is covered per NMC's standard warranty. An electric motor repair shop approved to service U.S. MOTORS® brand motors must verify that the cause of the bearing failure was not due to Electrical Discharge Machining.

Medium Voltage and Slow Speed Considerations

Motors that are rated above 700 VAC or that are eight pole and slower require special consideration and installation and are not covered under the warranty guidelines in this document. Motors that are rated above 700VAC have special cable length and voltage differential issues that are specific to the VFD type and manufacture. The motor construction and cost may vary dramatically depending on the VFD topology and construction. Contact your NMC representative with VFD manufacturer name and model type for application and motor construction considerations. Motors that are designed eight pole and slower also require special installation and filters per the drive manufacturer.

* This information applies only to Integral Horsepower (IHP) motors as defined on the Agency Approval page, under UL® & CSA® listings where indicated.

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.W
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-23	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	Plantation Oaks, Dedication of Utility Easement (Phase 2B)			
Budget Impact:	There is no budget impact as the result of the acceptance of the utility, access and maintenance easement. The project is required to install all project utilities and pay utility-related inspection fees, and each residential unit shall be assessed impact fees.			
Summary:	This is a request to accept a missing portion of an access, maintenance and utility easement as part of phase 2B of the Plantation Oaks Planned Residential Development that connects to phase 1A of the Plantation Oaks subdivision. On March 22, 2022, the City Commission, with Resolution 2022-45, accepted a utility, access and maintenance easement to maintain the utility improvements within Phase 2B. It has been discovered that there is a missing area of utility improvements that was not included in Resolution 2022-45 and the purpose of this item is to accept an easement for the missing area of the utility improvements.			
Recommended Action:	It is recommended that the City Commission accept a missing portion of an access, maintenance and utility easement as part of phase 2B of the Plantation Oaks Planned Residential Development that connects to phase 1A.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval: Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager 12/19/2022 12/19/2022  				

Joyce Shanahan, City Manager

12/20/2022





CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: January 10, 2023
Subject: Plantation Oaks, Dedication of Utility Easement (Phase 2B)
Commission Goal: Community Development - Other

Introduction

This is a request to accept a missing portion of an access, maintenance and utility easement as part of phase 2B of the Plantation Oaks Planned Residential Development that connects to phase 1A of the Plantation Oaks subdivision. The easement area is 5,621 square feet and is 50' in width and ranges from 84' to 109' in length. The Plantation Oaks Planned Residential Development is a private subdivision and phase 2B is one master tract and is not platted. The easement is a mechanism to ensure City staff have the ability to access and maintain the water and sewer infrastructure in the subdivision.

Background

The Plantation Oaks Subdivision was originally approved within Volusia County as a Development of Regional Impact (National Gardens) and a Planned Development. Annexation of the Plantation Oaks subdivision occurred in 2019 (Ordinance No. 2019-30) and 2020 (Ordinance No. 2020-16). On February 2, 2021, through Ordinance No. 2021-02 and No. 2021-03, the subdivision was assigned a city zoning designation of Planned Residential Development, incorporating the previous Volusia County approvals. On June 7, 2022, the City Commission approved Ordinance 2022-16 that:

1. Converted the golf course in Phase 1 to add 40 lots; total 709 lots.
2. Converted the golf course in Phase 3 to add 43 lots; total 524.
3. Lifted age restriction in all phases except Phase 2;
4. Prohibited manufactured homes except phase 2; and
5. Converted the former school area, phase 4, to 80 lots.

Discussion

Phase 2B of the Plantation Oaks subdivision includes 125 lots for manufactured homes. The infrastructure improvements are underway. On March 22, 2022, the City Commission, with Resolution 2022-45, accepted a utility, access, and maintenance easement to maintain the utility improvements within Phase 2B. It has been discovered that there is a missing area of utility improvements that was not included in Resolution 2022-45 and the purpose of this item is to accept an easement for the missing area of the utility improvements. The missing area connects Phase 2B with Phase 1A of the Plantation Oaks subdivision. The subdivision infrastructure improvements are currently being constructed.

Budget Impact

There is no budget impact as the result of the acceptance of the utility, access and maintenance easement. The project is required to install all project utilities and pay utility-related inspection fees, and each residential unit shall be assessed impact fees.

Citizen Impact

The request is for the acceptance of a utility, access and maintenance easement to provide water and sewer to the Plantation Oak subdivision. It is not anticipated that the request would impact any residents.

Recommendation

It is recommended that the City Commission accept a missing portion of an access, maintenance and utility easement as part of phase 2B of the Plantation Oaks Planned Residential Development that connects to phase 1A.

Attachments:

1. 23-23 Plantation Oaks Utility Easement, Phase 2B (P22-0218G)
2. Plantation Oaks, 2B utility easement (P22-0218G)
3. Exhibit A, Phase 2 P.O.
4. Exhibit B, Easement Area
5. Area of proposed easement, Phase 2B
6. Internal 1, 20221214011514-vcpa-property-card-2469633
7. Internal 2, Deed
8. Internal 3, PO - SunBiz

Approvals:



Kelly McGuire, Finance Director

Date: December 19, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022



Joyce Shanahan, City Manager

Date: December 20, 2022

RESOLUTION NO. 2023-23

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PUBLIC ACCESS, MAINTENANCE AND UTILITY EASEMENT FROM PLANTATION OAKS OF ORMOND BEACH II, LLC, FOR PROPERTY LOCATED WITHIN PLANTATION OAKS, PHASE 2B, PART OF THE “NATIONAL GARDENS TRUST” DEVELOPMENT OF REGIONAL IMPACT AND PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Plantation Oaks of Ormond Beach II, LLC, a Florida limited liability company (“Property Owner”), is the owner of that certain real property located within the Plantation Oaks of Ormond Beach Development, identified as Phase 2B, a part of the “National Gardens Trust” Development of Regional Impact (“DRI”), Ormond Beach, Volusia County, Florida, as more particularly described in Exhibit "A" to the Public Access, Maintenance and Utility Easement (“Easement”) attached hereto and incorporated herein (the “Property”); and

WHEREAS, the Property Owner previously provided a Public Utility, Access and Maintenance Easement for Phase 2B of the Plantation Oaks Planned Residential Development with Resolution 2022-45; however, there is a missing utility gap area that connects Phase 2B of the Plantation Oaks subdivision with Phase 1A of the Plantation Oaks subdivision that is now being dedicated; now therefore,

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

SECTION ONE. The City Commission hereby approves and accepts that Public Access, Maintenance and Utility Easement (“Easement”) from Plantation Oaks of Ormond Beach II, LLC, a Florida limited liability company, the property owner, on property located within the

Plantation Oaks of Ormond Beach Development Phase 2B, a part of the “National Gardens Trust” Development of Regional Impact (“DRI”) Ormond Beach, Volusia County, Florida, a copy of the Easement is attached hereto and incorporated herein by reference.

SECTION TWO. A certified copy of this Resolution, and the executed original Easement, shall be recorded in the public records of Volusia County, Florida.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:

RANDAL A. HAYES, ESQUIRE
Florida Bar No. 0747157
173 South Beach Street
Post Office Box 277
Ormond Beach, FL 32175
Location: Plantation Oaks, Phase 2B

ACCESS, MAINTENANCE AND UTILITY EASEMENT

THIS ACCESS, MAINTENANCE AND UTILITY EASEMENT ("Easement") is made this ___ day of ____, 202__, by and between **PLANTATION OAKS OF ORMOND BEACH, II, LLC**, a Florida limited liability company, having a mailing address of 2412 Chretien Drive, Ormond Beach, Florida, 32174 ("Grantor") and the **CITY OF ORMOND BEACH**, A Florida municipal corporation, and its successors and assigns, whose mailing address is Post Office Box 277, Ormond Beach, Volusia County, Florida 32175 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee of that real property located within the Phase 2 Plantation Oaks of Ormond Beach Development, identified as Phase 2B, a part of the "National Gardens Trust" Development of Regional Impact ("DRI"), Ormond Beach, Volusia County, Florida, as more particularly described on Exhibit "A", attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Grantor previously provided a public utility, access and maintenance easement with Phase 2B of the Plantation Oaks Planned Residential Development with Resolution 2022-45; however, there is a missing utility gap area that connects Phase 2B of the Plantation Oaks subdivision with Phase 1A of the Plantation Oaks subdivision that is now being dedicated; and

WHEREAS, Grantor owns the Property where certain public utility improvements are being constructed and a public utility easement over the water and sewer lines is required; and

WHEREAS, Grantor seeks to provide the Grantee public utility easements per the approved site plans; and

WHEREAS, the Property is within Grantee's utility service area and Grantee is therefore the provider of potable water and sewer services to the Property; and

WHEREAS, Grantee has requested and Grantor has agreed to grant and convey to the Grantee a non-exclusive perpetual access, maintenance and utility easement over a portion of the Property more particularly described and depicted on Exhibit "B", attached hereto and incorporated herein (the "Easement Area").

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. The above recitals are true and correct, form a material part of this Easement Agreement and are incorporated herein by reference.

Section 2. Grantor hereby gives, grants, bargains, sells and conveys to the Grantee, its successors and assigns, a non-exclusive perpetual access, maintenance and utility easement over, upon, beneath and across the Easement Area in order to utilize the Easement Area for the provision of potable water and sewer services to the Property and other areas as may be serviced at a later date. This includes the right of installation, maintenance and repair or modification of any and all necessary facilities or equipment related thereto.

Section 3. Grantor hereby warrants and guarantees to the Grantee that the Grantor has fee title to the Property and Easement Area, subject to easements, reservations, restrictions and right-of-way previously recorded, if any, and that the Grantor has the full power and authority to grant this easement as to the Easement Area.

Section 4. Grantee's use of the Easement Area shall be subject to the terms, conditions and limitations of all permits and approvals issued by governmental entities having jurisdiction over the improvements to be constructed in the Easement Area.

Section 5. This Easement is non-exclusive, and the Grantor reserves to itself, its successors and assigns, the non-exclusive right to use the Easement Area. Each party shall use the rights granted and reserved by this Easement Agreement with due regard to the rights of the other parties to use and enjoy the Easement Area.

Section 6. This Easement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with the Property.

Section 7. This Easement may be modified or amended only upon the mutual written consent of the Grantor and the Grantee, or their respective express successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the date listed below.

Dated: _____, 202_.

"GRANTOR"

Signed, sealed and delivered in the
presence of:

**PLANTATION OAKS OF ORMOND
BEACH, II, LLC**
a Florida limited liability company

Witness #1:

Sign Name: _____

Print Name: _____

By: _____

Name: _____

Its: _____

Witness #2:

Sign Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 202_ by _____ as _____ of PLANTATION OAKS OF ORMOND BEACH, II, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

[Seal]

Notary Public

Print Name: _____

My Commission No.: _____

My Commission Expires: _____



8. CONSERVATION EASEMENTS SHOWN AS "PROPOSED" ARE TO REPLACE INCORRECTLY DESCRIBED CONSERVATION EASEMENTS RECORDED IN O.R. BOOK 6223, PAGES 4423-4495. TRACT NUMBERS SHOWN ARE THE SAME AS IN ORIGINAL DOCUMENT.

CONTAINING AREA = 9,726,910 SQ. FT. OR 223.30 ACRES, MORE OR LESS

DATE	JOB NUMBER
2016	16-0212

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Scale: 1"=200'

TYPE OF SURVEY	DATE OF SURVEY
1. General	1970
2. Specific	1971
3. Special	1972
4. Other	1973

SPECIFIC PURPOSE :

BOUNDARY SURVEY : 6/07/2016
TOPOGRAPHIC SURVEY:

FOUNDATION SURVEY :
ANAL SURVEY :

CERTIFICATION SURVEY :

BOOK: PAGE(S):

Y	JOB NUMBER	PA
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—

- 16-0212 - X)

— — — — —

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	PLANTATION OAKS OF ORMOND BEACH	6-07-2016	16-0212
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS		

SHEET 1 OF 1	I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 422.023, FLORIDA STATUTES.
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CHIEF	DRAIN BY	CHECKED BY	
-	-	-	J.E. ZAPERT, P.I.S. NO. 4046
-	D HITCHCOCK	J ZAPERT	STEVEN T. KRUGER, P.I.S. NO. 4722
-	-	-	C.O. VAN KLEECK JR., P.S.M. NO. 6149

[illegible]

Page 25

Age = 0

LEGAL DESCRIPTION, PHASE 2 PLANTATION OAKS

LEGAL DESCRIPTION:

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°11'19"E ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 941.71 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A 300.00 FEET RIGHT OF WAY; THENCE DEPARTING SAID SECTION LINE, S20°45'33"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 15.57 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, N88°35'55"E, 921.44 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 435.00 FEET AND CENTRAL ANGLE OF 33°54'54"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 257.49 FEET; THENCE S54°47'16"E, 112.88 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 465.00 FEET AND CENTRAL ANGLE OF 22°44'33"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 184.57 FEET; THENCE S77°31'48"E, 1279.57 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 435.00 FEET AND CENTRAL ANGLE OF 11°30'44"; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 87.40 FEET; THENCE N84°38'08"E, 249.83 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2800.00 FEET AND CENTRAL ANGLE OF 14°14'26" WITH A CHORD BEARING S12°29'00"E; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 695.93 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 4000.00 FEET AND CENTRAL ANGLE OF 44°23'55"; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 3099.60 FEET; THENCE S24°47'41W, 627.11 FEET; THENCE N65°09'54"W, 50.40 FEET; THENCE N62°23'56"W, 274.64 FEET; THENCE S87°57'59"W, 50.00 FEET; THENCE N02°03'24"W, 306.39 FEET; THENCE N88°04'43"E, 117.47 FEET; THENCE N24°50'08"E, 305.56 FEET; THENCE S73°17'49"W, 153.21 FEET; THENCE S48°07'19"W, 152.66 FEET; THENCE S76°25'16"W, 75.68 FEET; THENCE N66°32'54"W, 69.72 FEET; THENCE N51°39'51"W, 93.49 FEET; THENCE N26°57'33"W, 82.60 FEET; THENCE N17°45'58"W, 65.89 FEET; THENCE N18°36'18"W, 102.32 FEET; THENCE N10°09'49"W, 97.58 FEET; THENCE N19°40'04"E, 122.30 FEET; THENCE S89°49'59"W, 543.01 FEET; THENCE S32°42'52"W, 21.48 FEET; THENCE N89°44'55"W, 66.83 FEET; THENCE S65°36'26"W, 21.89 FEET; THENCE N86°57'36"W, 132.40 FEET; THENCE S88°07'07"W, 148.41 FEET; THENCE N01°37'20"W, 258.78 FEET; THENCE N88°51'25"W, 371.85 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AFORESAID INTERSTATE 95; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, THE FOLLOWING SIX CALLS; N01°08'35"E, 476.38 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3969.83 FEET AND CENTRAL ANGLE OF 11°34'37"; THENCE ALONG THE ARC OF SAID CURVE, 802.13 FEET; THENCE N01°39'54"W, 169.89 FEET; THENCE S88°20'06"W, 30.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3969.83 FEET AND CENTRAL ANGLE OF 7°50'06" WITH A CHORD BEARING N16°50'30"W; THENCE ALONG THE ARC OF SAID CURVE, 542.86 FEET; THENCE N20°45'33"W, 1588.06 FEET TO THE POINT OF BEGINNING.

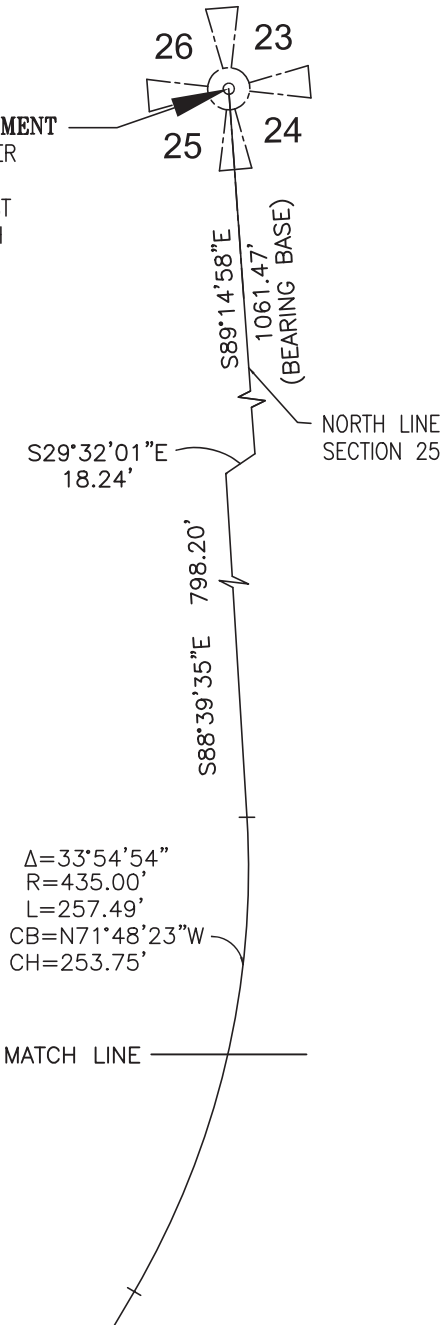
CONTAINING AREA = 9,726,910 SQ. FT. OR 223.30 ACRES, MORE OR LESS.

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

POINT OF COMMENCEMENT
NORTHWEST CORNER
SECTION 25
TOWNSHIP 13 EAST
RANGE 31 SOUTH

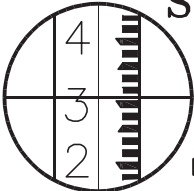


PROJECT: 50' ACCESS/DRAINAGE/UTILITY EASEMENT
CLIENT: PLANTATION OAKS OF ORMOND BEACH LLC.

SCALE: 1"=100'
DATE: 11-09-2022

LEGEND / ABBREVIATIONS

○	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
℄	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019

www.sligerassociates.com

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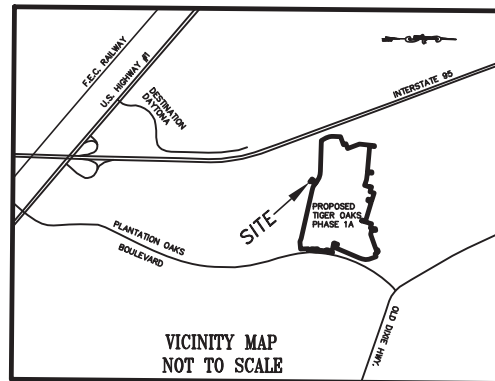
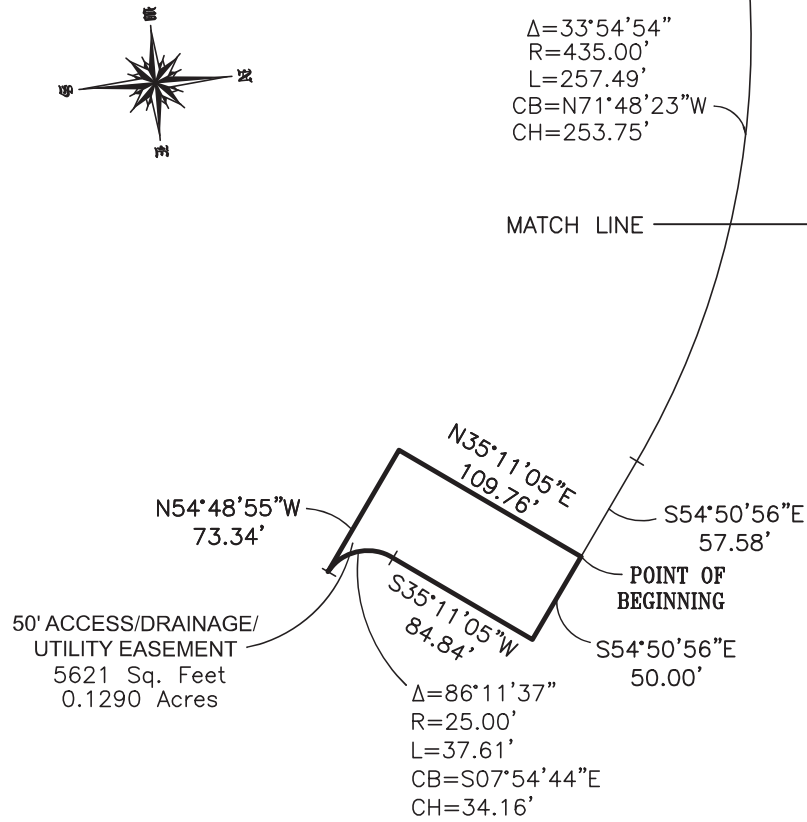
JOB NO. 22-1523

SHEET 1 OF 3

SKETCH OF DESCRIPTION

EXHIBIT "B"

Page 2 of 3



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

LEGEND / ABBREVIATIONS

R/W	RIGHT OF WAY	CB	CHORD BEARING
CL	CENTERLINE	PC	POINT OF CURVATURE
Δ	CENTRAL ANGLE	PT	POINT OF TANGENCY
R	RADIUS	PCC	POINT OF COMPOUND CURVE
L	ARC LENGTH	PNT	POINT OF NON-TANGENCY
		PRC	POINT OF REVERSE CURVE

SLIGER &
ASSOCIATES, INC.

PROJECT: 50' ACCESS/DRAINAGE/UTILITY EASEMENT
CLIENT: PLANTATION OAKS OF ORMOND BEACH LLC.

SCALE: 1"=100'
DATE: 11-09-2022

JOB NO. 22-1523

SHEET 2 OF 3

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE) WITH THE NORTH LINE OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, THE BEARING REFERENCE, S89°14'58"E ASSUMED ALONG THE NORTH LINE.
3. THIS SKETCH IS BASED ON A BOUNDARY SURVEY PREPARED BY THIS FIRM, BEING THE BOUNDARY SURVEY FOR THE PROPOSED PLAT OF PLANTATION OAKS, PHASE 1A.
4. 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.
5. DESCRIPTION CREATED BY SLIGER & ASSOCIATES INC. (JOB NO. 19-0780)

LEGAL DESCRIPTION:

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°14'58"E ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 1061.47 FEET; THENCE S29°32'01"E, A DISTANCE OF 18.24 FEET; THENCE S88°39'35"E, A DISTANCE OF 798.20 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 33°54'54" AND A CHORD BEARING OF N71°48'23"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 257.49 FEET; THENCE S54°50'56"E, A DISTANCE OF 57.58 FEET TO THE POINT OF BEGINNING; THENCE S54°50'56"E, A DISTANCE OF 50.00 FEET; THENCE S35°11'05"W, A DISTANCE OF 84.84 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°11'37" AND A CHORD BEARING OF S07°54'44"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 37.61 FEET; N54°48'55"W, 73.34 FEET; THENCE N35°11'05"E, A DISTANCE OF 109.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.1290 ACRES MORE OR LESS

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:

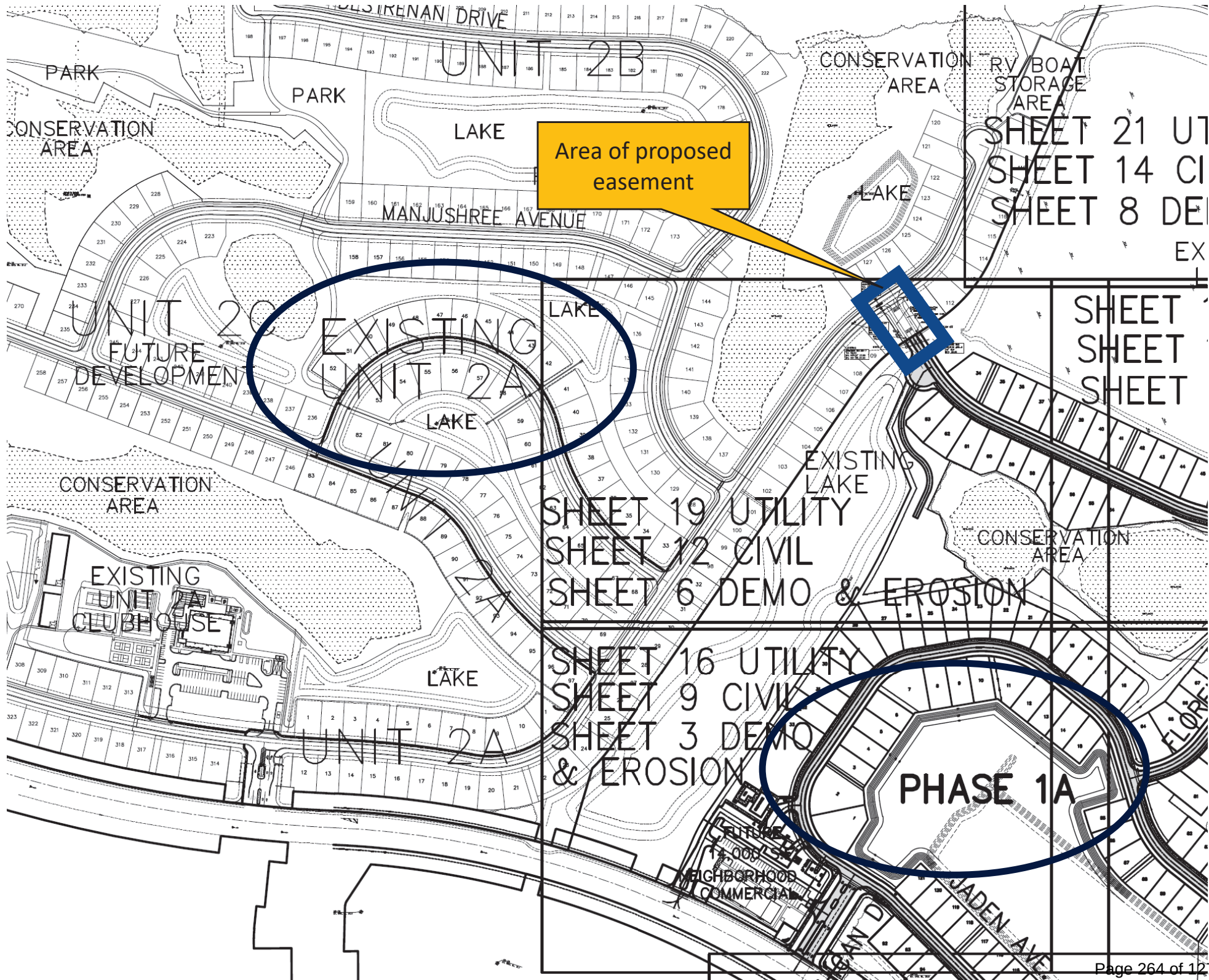
PLANTATION OAKS OF ORMOND BEACH LLC.,
A FLORIDA LIMITED LIABILITY COMPANY

I HEREBY CERTIFY THAT THIS SCETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

**JEFFREY W
BARNES**

Digitally signed by
JEFFREY W BARNES
Date: 2022.12.13
14:18:07 -05'00'

JEFF W. BARNES P.S.M. NO. 5576



SHEET 21 U1
SHEET 14 C1
SHEET 8 DE
EX
SHEET
SHEET
SHEET

SHEET 19 UTILITY
SHEET 12 CIVIL
SHEET 6 DEMO & EROSION

SHEET 16 UTILITY
SHEET 9 CIVIL
SHEET 3 DEMO
& EROSION



Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 2469633

Parcel ID: 312502740010

PLANTATION OAKS OF ORMOND

2380 CHRETIEN DR, ORMOND BEACH, FL

Parcel Summary

Alternate Key:	2469633
Parcel ID:	312502740010
Township-Range-Section:	13 - 31 - 25
Subdivision-Block-Lot:	02 - 74 - 0010
Owner(s):	PLANTATION OAKS OF ORMOND - FS - Fee Simple - 100% BEACH II LLC - FS - Fee Simple - 100%
Mailing Address On File:	2412 CHRETIEN DR ORMOND BEACH FL 32174
Physical Address:	2380 CHRETIEN DR, ORMOND BEACH 32174
Property Use:	2800 - PKG LT / MH PK
Tax District:	201-ORMOND BEACH
2022 Final Millage Rate:	16.3855
Neighborhood:	7081
Business Name:	PLANTATION OAKS OF ORMOND BEACH
Subdivision Name:	
Homestead Property:	No

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Parcel ID: 312502740010

PLANTATION OAKS OF ORMOND

2380 CHRETIEN DR, ORMOND BEACH, FL

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	\$5,368,225	\$5,368,225	\$0	\$5,368,225	1.5000	\$8,052.34
0012	DISCRETIONARY	\$5,368,225	\$5,368,225	\$0	\$5,368,225	0.7480	\$4,015.43
0011	REQ LOCAL EFFORT	\$5,368,225	\$5,368,225	\$0	\$5,368,225	3.2340	\$17,360.84
0050	GENERAL FUND	\$5,368,225	\$5,368,225	\$0	\$5,368,225	4.8499	\$26,035.35
0055	LIBRARY	\$5,368,225	\$5,368,225	\$0	\$5,368,225	0.4635	\$2,488.17
0520	MOSQUITO CONTROL	\$5,368,225	\$5,368,225	\$0	\$5,368,225	0.1781	\$956.08
0530	PONCE INLET PORT AUTHORITY	\$5,368,225	\$5,368,225	\$0	\$5,368,225	0.0760	\$407.99
0058	VOLUSIA ECHO	\$5,368,225	\$5,368,225	\$0	\$5,368,225	0.2000	\$1,073.65
0057	VOLUSIA FOREVER	\$5,368,225	\$5,368,225	\$0	\$5,368,225	0.2000	\$1,073.65
0065	FLORIDA INLAND NAVIGATION DISTRICT	\$5,368,225	\$5,368,225	\$0	\$5,368,225	0.0320	\$171.78
0100	HALIFAX HOSPITAL AUTHORITY	\$5,368,225	\$5,368,225	\$0	\$5,368,225	0.8606	\$4,619.89
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	\$5,368,225	\$5,368,225	\$0	\$5,368,225	0.1974	\$1,059.69
0180	ORMOND BEACH	\$5,368,225	\$5,368,225	\$0	\$5,368,225	3.7610	\$20,189.89
0182	ORMOND BEACH I&S 2003	\$5,368,225	\$5,368,225	\$0	\$5,368,225	0.0050	\$26.84
0184	ORMOND BEACH I&S 2010	\$5,368,225	\$5,368,225	\$0	\$5,368,225	0.0800	\$429.46
						16.3855	\$87,961.05

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			\$0.00

Estimated Ad Valorem Tax: \$87,961.05

Estimated Non-Ad Valorem Tax: \$0.00

Estimated Taxes: \$87,961.05

Estimated Tax Amount without SOH: \$87,961.05

AltKey: 2469633**Parcel ID: 312502740010****PLANTATION OAKS OF ORMOND****2380 CHRETIEN DR, ORMOND BEACH, FL****Previous Years Certified Tax Roll Values**

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2022	\$3,145,550	\$2,222,675	\$5,368,225	\$4,939,820	\$0	\$4,939,820	\$0
2021	\$2,611,400	\$2,045,133	\$4,656,533	\$4,490,745	\$0	\$4,490,745	\$0
2020	\$2,093,700	\$1,988,795	\$4,082,495	\$4,082,495	\$0	\$4,082,495	\$0
2019	\$1,811,731	\$0	\$1,811,731	\$689,148	\$0	\$689,148	\$0
2018	\$626,498	\$0	\$626,498	\$626,498	\$0	\$626,498	\$0
2017	\$214,636	\$0	\$214,636	\$214,636	\$0	\$214,636	\$0
2016	\$198,091	\$0	\$198,091	\$198,091	\$0	\$198,091	\$0
2015	\$198,091	\$0	\$198,091	\$198,091	\$0	\$198,091	\$0
2014	\$198,091	\$0	\$198,091	\$198,091	\$0	\$198,091	\$0

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Parcel ID: 312502740010

PLANTATION OAKS OF ORMOND

2380 CHRETIEN DR, ORMOND BEACH, FL

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	2801-CLASS 1 MH RNTL PK	U-UNIT	40					53000	\$2,120,000
5	2801-CLASS 1 MH RNTL PK	U-UNIT	387					53000	\$1,025,550

Total Land Value: \$3,145,550

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	Depreciated Value
1	PFL-LIGHT, PARKING LOT	2019	1	15	\$13,440
2	TCL-LIGHT, TENNIS COURT	2019	1	12	\$8,294
3	TCT-COURT TENNIS	2019	1	1	\$29,935
4	TCT-COURT TENNIS	2019	1	1	\$29,935
5	BWL-FENCE, WALL, BLOCK	2019	106	1	\$3,336
6	BWL-FENCE, WALL, BLOCK	2019	93	1	\$2,306
7	FSP-PORCH, SCREEN FINISHED	2019	399	1	\$14,070
8	FSP-PORCH, SCREEN FINISHED	2019	399	1	\$14,070
9	JZZ-JACUZZI OR SPA	2019	1	2	\$19,766
10	POL-POOL, COMMERCIAL	2019	3268	1	\$219,253
11	PVA-PAVING ASPHALT	2019	30489	1	\$29,773
12	FEN-FENCE CHAIN LINK	2019	870	1	\$11,642
13	PVC-PAVING CONCRETE	2019	14020	1	\$59,961
14	PVC-PAVING CONCRETE	2019	2105	1	\$10,803
15	PVC-PAVING CONCRETE	2019	5839	1	\$27,469
16	PVC-PAVING CONCRETE	2019	720	1	\$3,695
17	PVC-PAVING CONCRETE	2019	720	1	\$3,695
18	CAN-CANOPY	2019	207	2	\$12,855
19	CAN-CANOPY	2019	216	2	\$12,520
20	CAN-CANOPY	2019	64	2	\$3,710
21	RAL-RAILING ALUMINUM	2019	327	1	\$2,269

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PLANTATION OAKS OF ORMOND

2380 CHRETIEN DR, ORMOND BEACH, FL

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. Follow this link to search all documents by owner's name.

Book/Page	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
7368 / 2963	2017043998	02/15/2017	WD-WARRANTY DEED	UNQUALIFIED	Vacant	\$100
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

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PLANTATION OAKS OF ORMOND

2380 CHRETIEN DR, ORMOND BEACH, FL

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3157133	74 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	99 FOURTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	102 FOURTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	101 FOURTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	100 FOURTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	98 FOURTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	97 FOURTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	110 FIFTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	111 FIFTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	112 FIFTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	113 FIFTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	114 FIFTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	115 FIFTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	116 FIFTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	117 FIFTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	118 FIFTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	119 FIFTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	120 FIFTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	121 FIFTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	122 FIFTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	123 FIFTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000

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PLANTATION OAKS OF ORMOND

2380 CHRETIEN DR, ORMOND BEACH, FL

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3157133	124 FIFTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	19 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	29 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	28 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	27 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	26 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	25 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	24 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	23 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	22 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	21 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	20 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	170 N YONGE ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	16 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	18 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	15 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	11 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	8 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	17 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	7 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	5 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000

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PLANTATION OAKS OF ORMOND

2380 CHRETIEN DR, ORMOND BEACH, FL

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3157133	2 FIRST ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	14 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	12 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	70 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	73 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	72 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	71 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	69 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	68 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	65 MAIN ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	67 MAIN ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	81 MAIN ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	100 FOURTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	107 FOURTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	106 FOURTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	105 FOURTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	104 FOURTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	103 FOURTH ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	6 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	10 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	9 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000

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PLANTATION OAKS OF ORMOND

2380 CHRETIEN DR, ORMOND BEACH, FL

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3157133	13 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	1 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	31 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	32 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	33 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	35 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	37 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	39 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	41 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	43 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	45 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	47 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	49 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	51 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	53 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	55 SECOND ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	30 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	34 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	36 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	38 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	40 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000

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PLANTATION OAKS OF ORMOND

2380 CHRETIEN DR, ORMOND BEACH, FL

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3157133	42 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	44 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	46 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	48 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	50 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	52 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	54 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	80 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	79 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	78 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	77 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	76 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
3157133	75 THIRD ST	ORMOND BEACH	2800-PKG LT / MH PK	7081	07/25/2022	\$11,000,000
6273405	210 ROGERS CT	HOLLY HILL	2800-PKG LT / MH PK	7081	03/14/2022	\$360,000
6273405	212 ROGERS CT	HOLLY HILL	2800-PKG LT / MH PK	7081	03/14/2022	\$360,000
6273405	214 ROGERS CT	HOLLY HILL	2800-PKG LT / MH PK	7081	03/14/2022	\$360,000
6273405	216 ROGERS CT	HOLLY HILL	2800-PKG LT / MH PK	7081	03/14/2022	\$360,000
6273405	218 ROGERS CT	HOLLY HILL	2800-PKG LT / MH PK	7081	03/14/2022	\$360,000
6273405	210 ROGERS CT	HOLLY HILL	2800-PKG LT / MH PK	7081	03/14/2022	\$360,000
6273405	217 ROGERS CT	HOLLY HILL	2800-PKG LT / MH PK	7081	03/14/2022	\$360,000
6273405	215 ROGERS CT	HOLLY HILL	2800-PKG LT / MH PK	7081	03/14/2022	\$360,000

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PLANTATION OAKS OF ORMOND

2380 CHRETIEN DR, ORMOND BEACH, FL

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
6273405	213 ROGERS CT	HOLLY HILL	2800-PKG LT / MH PK	7081	03/14/2022	\$360,000
6273405	211 ROGERS CT	HOLLY HILL	2800-PKG LT / MH PK	7081	03/14/2022	\$360,000
6273405	219 ROGERS CT	HOLLY HILL	2800-PKG LT / MH PK	7081	03/14/2022	\$360,000
3113730	1300 HAND AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	12/07/2021	\$5,550,000
3168151	1804 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	24 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	2 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	3 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	4 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	25 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	28 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	26 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	27 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	29 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	30 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	31 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	32 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	33 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	34 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	35 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	36 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000

AltKey: 2469633

Parcel ID: 312502740010

PLANTATION OAKS OF ORMOND

2380 CHRETIEN DR, ORMOND BEACH, FL

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3168151	37 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	38 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	39 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	40 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	41 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	42 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	43 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	44 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	8 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	5 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	6 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	7 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	9 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	10 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	11 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	12 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	13 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	14 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	15 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	16 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	17 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000

AltKey: 2469633**Parcel ID: 312502740010****PLANTATION OAKS OF ORMOND****2380 CHRETIEN DR, ORMOND BEACH, FL****Recent Neighborhood Sales**

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3168151	18 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	19 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	20 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	21 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	22 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	23 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000
3168151	1 NELSON AVE	ORMOND BEACH	2800-PKG LT / MH PK	7081	06/10/2021	\$1,620,000

AltKey: 2469633

Parcel ID: 312502740010

PLANTATION OAKS OF ORMOND

2380 CHRETIEN DR, ORMOND BEACH, FL

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.

25-13-31 IRREG PARCEL DESC IN OR 7368 PG 2963 EXC PORTION LYING IN
PLANTATION OAKS OF ORMOND BEACH UNIT 1 & EXC LIFT STATION DESCRIBED IN
OR 7652 PG 1733 MB 59 PG 138-154 PER OR 5247 PG 1123 PER OR 5411 PG 3057 PER
OR 6150 PG 1708 PER OR 7368 PG 2963

Permit List

Permit Date	Permit #	Description	Contractor	Amount
07/29/2022	22-5565	GARAGE/CARPORT ATTACHED - 2436 CHRETIEN DR	MR PERMIT	\$33,000
07/27/2022	22-5900	MOBILE HOME SET UP - 2450 HOPSEWEE AVE	COLLINS MANUFACTURED	\$12,500
07/20/2022	22-5939	MOBILE HOME SET UP - 2443 KIMBALL DR	COLLINS MANUFACTURED	\$13,800
07/07/2022	22-5541	MOBILE HOME SET UP - 2489 CHRETIEN DR	COLLINS MANUFACTURED	\$13,200
06/29/2022	22-5444	NEW MOBILE HOME SETUP - 2436 CHRETIEN DR	COLLINS MANUFACTURED	\$14,700
06/29/2022	22-5431	NEW MOBILE HOME SETUP - 2423 HOPSEWEE AVE	COLLINS MANUFACTURED	\$14,500
06/24/2022	22-5440	MOBILE HOME SETUP - 2427 HOPSEWEE AVE	COLLINS MANUFACTURED	\$14,800
06/21/2022	22-5338	WINDOW/SHUTTERS - 2449 CHRETIEN DR	TED & BOB'S ALUMINUM	\$8,000
06/21/2022	22-5191	MOBILE HOME SET UP - 2416 CHRETIEN DR	COLLINS MANUFACTURED	\$12,475
06/16/2022	22-5304	GARAGE/CARPORT ATTACHED - 2423 HOPSEWEE AVE	TED & BOB'S ALUMINUM	\$33,000
06/16/2022	22-5303	GARAGE/CARPORT ATTACHED - 2416 CHRETIEN DR	TED & BOB'S ALUMINUM	\$33,000
06/16/2022	22-5302	ADD GARAGE/CARPORT - 2469 CHRETIEN DR	TED & BOB'S ALUMINUM	\$33,000
05/24/2022	22-4784	MISCELLANEOUS PERMIT - 2481 CHRETIEN DR	TED & BOB'S ALUMINUM	\$7,000
05/03/2022	22-3732	MOBILE HOME SET UP - 2477 KIMBALL DR	COLLINS MANUFACTURED	\$12,500
04/26/2022	22-3003	SOLAR PHOTOVOLTAIC - 2451 HOPSEWEE AVE	SUNRUN INSTALLATION	\$19,600
04/20/2022	22-3987	GARAGE/CARPORT ATTACHED - 2477 KIMBALL DR	TED & BOB'S ALUMINUM	\$33,000
04/18/2022	22-3763	NEW MOBILE HOME SET UP - 2459 KIMBALL DR	COLLINS MANUFACTURED	\$14,075
03/09/2022	22-2816	NEW MOBILE HOME SET UP - 2465 CHRETIEN DR	COLLINS MANUFACTURED	\$13,700
03/09/2022	22-2820	NEW MOBILE HOME SETUP - 2469 CHRETIEN DR	COLLINS MANUFACTURED	\$14,200
03/09/2022	22-2812	NEW MOBILE HOME SET UP - 2416 KIMBALL DR	COLLINS MANUFACTURED	\$13,100
03/03/2022	22-2653	GARAGE/CRPT RES DETACHED - 2465 CHRETIEN DR	TED & BOB'S ALUMINUM	\$33,000
02/02/2022	22-2111	GARAGE DETACHED - 2416 KIMBALL DR	TED & BOB'S ALUMINUM	\$28,000
01/18/2022	22-1360	SHED RES DETACHED - 2449 CHRETIEN DR	SELF - HOMEOWNER	\$2,500
01/11/2022	22-1429	GARAGE DETACHED - 2426 HOPSEWEE AVE	TED & BOB'S ALUMINUM	\$28,000
12/22/2021	22-1259	MOBILE HOME SET UP - 2426 HOPSEWEE AVE	COLLINS MANUFACTURED	\$14,275

Permit List

Permit Date	Permit #	Description	Contractor	Amount
12/16/2021	22-1213	ADD GARAGE/CARPORT - 2459 KIMBALL DR	TED & BOB'S ALUMINUM	\$28,000
12/16/2021	22-1216	ADD GARAGE/CARPORT - 2421 CHRETIEN DR	TED & BOB'S ALUMINUM	\$28,000
12/10/2021	22-1212	ADD GARAGE/CARPORT - 2419 KIMBALL DR	TED & BOB'S ALUMINUM	\$28,000
11/08/2021	22-0718	PLUMBING PERMIT - 2451 HOPSEWEE AVE	RANDY RUSHING PLUMBI	\$11,549
09/17/2021	21-7074	BUILDING PERMIT - 2124 ESPLANADA DR	JD WEBER CONSTRUCTIO	\$3,044,572
09/17/2021	21-7076	BUILDING PERMIT 2258 CHRETIEN DR	JD WEBER CONSTRUCTIO	\$1,784,746
09/14/2021	21-6413	GARAGE DETACHED	TED & BOB'S ALUMINUM	\$28,000
08/17/2021	21-6208	MOBILE HOME SET UP - 2428 CHRETIEN DR	COLLINS MANUFACTURED	\$14,675
08/17/2021	21-6211	NEW MOBILE HOME SETUP - 2440 CHRETIEN DR	COLLINS MANUFACTURED	\$14,500
08/16/2021	21-6258	DOORS EXTERIOR/GARAGE - 2434 HOPSEWEE AVE	LOWES HOME CENTERS,	\$1,551
08/12/2021	21-5933	GARAGE/CARPORT ATTACHED - 2428 CHRETIEN DR	TED & BOB'S ALUMINUM	\$28,000
08/09/2021	21-5935	ATTACHED GARAGE FRAME - 2467 DESTRENAN DR	CRAFTON ELECTRIC INC	\$28,000
08/06/2021	21-5932	ATTACHED GARAGE FRAME - 2423 KIMBALL DR	TED & BOB'S ALUMINUM	\$28,000
06/24/2021	21-5124	MOBILE HOME SET UP- 2459 KIMBALL DR	COLLINS MANUFACTURED	\$14,075
06/24/2021	21-4561	NEW MANUFACTURED HOME - 2444 CHRETIEN DR	COLLINS MANUFACTURED	\$12,275
06/07/2021	21-4580	NEW MANUFACTURED HOME - MOBILE HOME SET UP -	COLLINS MANUFACTURED	\$11,250
06/07/2021	21-4513	SCREEN ROOM WITH HARD ROOF -2460 KIMBALL DR	TED & BOB'S ALUMINUM	\$11,000
06/07/2021	21-4592	NEW MANUFACTURED HOME - MOBILE HOME SET UP -	COLLINS MANUFACTURED	\$11,000
04/29/2021	21-3871	SCREEN ROOM WITH HARD ROOF - 2484 KIMBALL DR	TED & BOB'S ALUMINUM	\$6,500
04/27/2021	21-2565	NEW MANUFACTURED HOME	COLLINS MANUFACTURED	\$10,000
04/19/2021	21-2696	ATTACHED GARAGE - 2428 KIMBALL DR	TED & BOB'S ALUMINUM	\$28,000
04/07/2021	21-3167	MISCELLANEOUS PERMIT - 2389 DESTRENAN DR		\$2,390,520
03/24/2021	21-2421	MOBILE HOME SET UP - 2415 HOPSEWEE AVE	COLLINS MANUFACTURED	\$10,500
03/22/2021	21-2694	GARAGE/CARPORT ATTACHED - 2412 HOPSEWEE AVE	TED & BOB'S ALUMINUM	\$28,000
03/22/2021	21-2695	GARAGE/CARPORT ATTACHED - 2461 CHRETIEN DR	TED & BOB'S ALUMINUM	\$28,000

Permit List

Permit Date	Permit #	Description	Contractor	Amount
03/22/2021	21-2697	GARAGE/CARPORT ATTACHED - 2471 KIMBALL DR	TED & BOB'S ALUMINUM	\$28,000
03/22/2021	21-2691	GARAGE/CARPORT ATTACHED - 2415 HOPSEWEE AVE	TED & BOB'S ALUMINUM	\$28,000
03/12/2021	21-2562	MOBILE HOME SET UP - 2461 CHRETIEN DR	COLLINS MANUFACTURED	\$10,000
03/09/2021	21-2558	MOBILE HOME SET UP - 2471 KIMBALL DR	COLLINS MANUFACTURED	\$10,500
03/09/2021	21-2561	MOBILE HOME SET UP- 2412 CHRETIEN DR	COLLINS MANUFACTURED	\$10,500
12/30/2020	21-1577	SCREEN ROOM WITH HARD ROOF - 2435 HOPSEWEE AV	TED & BOB'S ALUMINUM	\$8,000
12/04/2020	21-0933	NEW MANUFACTURED HOME SET UP - 2431 HOPSEWEE	COLLINS MANUFACTURED	\$11,000
12/01/2020	21-0896	ADD GARAGE/CARPOT - 2431 HOPSEWEE AVE	TED & BOB'S ALUMINUM	\$25,000
11/24/2020	21-0769	ATTACHED GARAGE FOR MANUFACTURED SFR	TED & BOB'S ALUMINU	\$25,000
11/20/2020	21-0666	NEW MANUFACTURED HOME SET UP -2481 KIMBALL DR	COLLINS MANUFACTURED	\$10,500
11/19/2020	21-0549	GARAGE ADDITION - 2489 KIMBALL DR	TE & BOB'S ALUMINUM	\$25,000
11/16/2020	21-0546	ADD GARAGE/CARPORT - 2439 HOPSEWEE AVE	TE & BOB'S ALUMINUM	\$25,000
11/16/2020	21-0548	ADD GARAGE/CARPORT - 2489 KIMBALL DR	TED & BOB'S ALUMINUM	\$25,000
10/27/2020	21-0201	NEW MANUFACTURED HOME - 2485 KIMBALL DR	COLLINS CONSTRUCTION	\$10,500
10/27/2020	21-0203	NEW MANUFACTURED HOME - 2489 KIMBALL DR	COLLINS CONSTRUCTION	\$12,500
10/21/2020	21-0204	NEW MANUFACTURED HOME - 2485 KIMBALL DR	COLLINS CONSTRUCTION	\$10,000
07/27/2020	20-5049	ATTACHED BLOCK GARAGE AND SCREEN PORCH 2410 H	TED & BOB'S ALUMINUM	\$31,000
07/06/2020	20-4497	GAS PERMIT 2447 KIMBALL DR	TOTAL COMFORT GAS IN	\$1,329
06/05/2020	20-3967	GARAGE FOR MANUFACTURED HOME 2447 KIMBALL DR	TED & BOB'S ALUMINUM	\$25,000
06/03/2020	20-3866	NEW MANUFACTURED HOME 2447 KIMBALL DR	COLLINS MANUFACTURED	\$10,500
04/29/2020	20-3272	GARAGE FOR MANUFACTURED HOME	TED & BOB'S ALUMINUM	\$25,000
10/04/2019	20190822024	**PROPOSED 22A?? X 23A?? FRAMED GARAGE ON NEW	MR. TED CURRY VAN HO	\$6,072
10/03/2019	20190819033	NEW MOBILE HOME (CITY OF ORMOND BEACH WATER /	MR. CHARLES R COLLIN	\$27,360
09/12/2019	20190816016	**PROPOSED SCREENED ROOM ON EXISTING CONCRETE	MR. TED CURRY VAN HO	\$2,160
07/24/2019	20190710045	LOT #1: INSTALL MINI SPLIT A/C IN GARAGE FOR	MR. JEREMY RICHARD K	\$3,000

Permit List

Permit Date	Permit #	Description	Contractor	Amount
05/20/2019	20190402052	NEW MOBILE HOME, CITY OF ORMOND BEACH UTILITI	MR. CHARLES R COLLIN	\$20,904
05/13/2019	20190412048	** NEW MOBILE HOME / SFR / CITY OF ORMOND BEA	MR. CHARLES R COLLIN	\$17,916
05/02/2019	20190415003	**PLANTATION OAKS** GARAGE, CONCRETE AND ELEC	MR. TED CURRY VAN HO	\$23,000
05/02/2019	20190415006	**PLANTATION OAKS** GARAGE, CONCRETE AND ELEC	MR. TED CURRY VAN HO	\$23,000
05/02/2019	20190415008	**PLANTATION OAKS** GARAGE, CONCRETE AND ELEC	MR. TED CURRY VAN HO	\$23,000
05/02/2019	20190325006	PLANTATION OAKS OF ORMOND BEACH LOT # 97- 246	MR. TED CURRY VAN HO	\$4,900
05/02/2019	20190326030	*ADDITION TO MOBILE HOME. ADDITION IS A 2 CAR	MR. TED CURRY VAN HO	\$23,000
05/02/2019	20190326035	GARAGE, CONCRETE AND ELECTRIC	MR. TED CURRY VAN HO	\$24,187
05/02/2019	20190327007	GARAGE, CONCRETE AND ELECTRIC	MR. TED CURRY VAN HO	\$24,187
04/25/2019	20190423018	PLANTATION OAKS OF ORMOND BEACH MHP 2455 CHRE	KEN DEPRINZIO - TOTA	\$900
04/12/2019	20190320024	NEW MOBILE HOME **2473 CHRETIEN DR #30** ((PL	MR. CHARLES R COLLIN	\$19,968
04/12/2019	20190320025	NEW MOBILE HOME **2459 KIMBALL DR #59, ORMOND	MR. CHARLES R COLLIN	\$23,400
04/02/2019	20190313013	NEW MOBILE HOME **PLANTATION OAKS** **2408 CH	MR. CHARLES R COLLIN	\$24,480
04/02/2019	20190313015	NEW MOBILE HOME **PLANTATION OAKS** **2448 KI	MR. CHARLES R COLLIN	\$20,592
04/02/2019	20190313010	NEW MOBILE HOME **PLANTATION OAKS** ***2484 K	MR. CHARLES R COLLIN	\$16,224
03/25/2019	20190311045	** GARAGE AND CONCRETE AND ELECTRIC **	MR. TED CURRY VAN HO	\$24,187
03/25/2019	20190222045	MHP: PLANTATION OAKS OF ORMOND BEACH GARAGE A	MR. TED CURRY VAN HO	\$24,187
03/20/2019	20190213078	NEW MOBILE HOME, CITY OF ORMOND BEACH WATER /	MR. CHARLES R COLLIN	\$20,904
03/18/2019	20190227001	**PLANTATION OAKS - 2445 CHRETIEN DR LOT #23*	MR. JEREMY RICHARD K	\$3,000
03/08/2019	20190220029	MHP: PLANTATION OAKS 2408 KIMBALL DR ORMOND B	MR. TED CURRY VAN HO	\$24,187
03/08/2019	20190219058	MHP: PLANTATION OAKS 2412 KIMBALL DR LOT #51	MR. TED CURRY VAN HO	\$7,590
03/08/2019	20190220024	**MHP: PLANTATION OAKS 2447 CHRETIEN DR LOT #	MR. TED CURRY VAN HO	\$24,187
03/01/2019	20190213077	NEW MOBILE HOME, CITY OF ORMOND BEACH WATER /	MR. CHARLES R COLLIN	\$24,480
03/01/2019	20190206027	NEW MOBILE HOME (CITY OF ORMOND WATER + SEWER	MR. CHARLES R COLLIN	\$20,592
03/01/2019	20190213075	NEW MOBILE HOME, CITY OF ORMOND BEACH WATER /	MR. CHARLES R COLLIN	\$18,816

Permit List

Permit Date	Permit #	Description	Contractor	Amount
03/01/2019	20190213074	NEW MOBILE HOME, CITY OF ORMOND BEACH WATER /	MR. CHARLES R COLLIN	\$23,400
02/22/2019	20190125009	NEW MOBILE HOME, CITY OF ORMOND BEACH WATER /	MR. CHARLES R COLLIN	\$18,144
02/19/2019	20190124071	GARAGE + CONCRETE + ELECTRIC	MR. TED CURRY VAN HO	\$24,187
02/19/2019	20190201008	GARAGE, CONCRETE AND ELECTRIC **PLANTATION OA	MR. TED CURRY VAN HO	\$24,187
02/19/2019	20190201011	GARAGE AND CONCRETE AND ELECTRIC **PLANTATION	MR. TED CURRY VAN HO	\$24,187
02/19/2019	20190201007	GARAGE, CONCRETE AND ELECTRIC **PLANTATION OA	MR. TED CURRY VAN HO	\$24,187
02/15/2019	20190131001	**2449 CHRETIEN DR, ORMOND BEACH (LOT 24)** G	MR. JEREMY RICHARD K	\$2,500
02/13/2019	20190125008	NEW MOBILE HOME, CITY OF ORMOND BEACH WATER /	MR. CHARLES R COLLIN	\$30,720
02/06/2019	20190124072	NEW MOBILE HOME, CITY OF ORMOND BEACH WATER /	MR. CHARLES R COLLIN	\$18,144
02/06/2019	20190108073	**PLANTATION OAKS MHP - 2445 CHRETIEN DRIVE L	MR. CHARLES R COLLIN	\$30,720
02/05/2019	20190111030	**PLANTATION OAKS - 2464 KIMBALL DR LOT #39**	MR. TED CURRY VAN HO	\$24,187
02/05/2019	20190111051	**PLANTATION OAKS - 2447 HOPSEWEE AVE LOT #93	MR. TED CURRY VAN HO	\$24,187
02/05/2019	20190111052	**PLANTATION OAKS - 2445 CHRETIEN DR LOT #23*	MR. TED CURRY VAN HO	\$31,548
01/24/2019	20181226011	NEW MOBILE HOME, CITY OF ORMOND BEACH WATER /	MR. CHARLES R COLLIN	\$16,260
01/10/2019	20181205039	GARAGE WITH CONCRETE	MR. TED CURRY VAN HO	\$24,187
01/10/2019	20181226010	NEW MOBILE HOME, CITY OF ORMOND BEACH WATER /	MR. CHARLES R COLLIN	\$24,480
01/10/2019	20181226009	NEW MOBILE HOME, CITY OF ORMOND BEACH WATER /	MR. CHARLES R COLLIN	\$23,400
12/26/2018	20181205042	GARAGE WITH CONCRETE	MR. TED CURRY VAN HO	\$24,187
12/26/2018	20181115020	**2434 HOPSEWEE AVE, ORMOND BEACH - LOT 77**	MR. CHARLES R COLLIN	\$18,144
10/26/2018	20181008020	ADDING GARAGE; CONCRETE SLAB & ELECTRIC	MR. TED CURRY VAN HO	\$24,187
10/25/2018	20181003032	2 SUBDIVISION ENTRANCE SIGNS - BRICK COLUMNS	MR. MICHAEL LESLIE U	\$12,000
10/24/2018	20181003023	**2438 HOPSEWEE AVE, OB (LOT 76)** NEW MOBLIE	MR. CHARLES R COLLIN	\$19,800
10/23/2018	20181012056	INSTALL A CODE COMPLIANT REMOTE SUPERVISING S	MR. STEVEN FRANK HAT	\$12,160
10/08/2018	20180918072	ADDING GARAGE + CONCRETE	MR. TED CURRY VAN HO	\$24,187
09/18/2018	20180822070	**2460 KIMBALL DR ORMOND BEACH LOT 40** ADDIN	MR. TED CURRY VAN HO	\$24,187

Permit List

Permit Date	Permit #	Description	Contractor	Amount
08/17/2018	20180803005	**2435 HOPSEWEE AVE, LOT 90** NEW MOBILE HOME	MR. CHARLES R COLLIN	\$19,968
08/09/2018	20180720009	GARAGE, CONCRETE AND ELECTRIC	MR. TED CURRY VAN HO	\$24,187
08/09/2018	20180720004	GARAGE, CONCRETE AND ELECTRIC	MR. TED CURRY VAN HO	\$24,187
07/30/2018	20180710073	**2456 KIMBALL DR, ORMOND BEACH: LOT 41** NEW	MR. CHARLES R COLLIN	\$24,480
07/30/2018	20180705036	NEW MOBILE HOME ****PROPERTY ON CITY OF ORMON	MR. CHARLES R COLLIN	\$23,760
07/30/2018	20180710081	**2437 CHRETIEN CIR, ORMOND BEACH, LOT 21** N	MR. CHARLES R COLLIN	\$23,040
07/17/2018	20180622048	**2449 CHRETIN DR, ORMOND BEACH (LOT 24)** AD	MR. TED CURRY VAN HO	\$24,187
07/05/2018	20180605044	**2444 KIMBALL DR, ORMOND BEACH, LOT 43** NEW	MR. CHARLES R COLLIN	\$24,480
06/22/2018	20180605046	**2444 KIMBALL DR, ORMOND BEACH, LOT 43** INS	MR. TED CURRY VAN HO	\$24,187
06/22/2018	20180604030	**2430 HOPSEWEE AVE, ORMOND BEACH LOT 78** AD	MR. TED CURRY VAN HO	\$24,187
06/18/2018	20180523011	NEW MOBILE HOME / WATER & SEWER CITY OF ORMON	MR. CHARLES R COLLIN	\$160,713
06/05/2018	20180511002	ADDING GARAGE WITH CONCRETE SLAB & ELECTRIC (	MR. TED CURRY VAN HO	\$24,187
06/05/2018	20180511004	ADDING GARAGE WITH CONCRETE SLAB AND ELECTRIC	MR. TED CURRY VAN HO	\$24,187
05/31/2018	20180430058	ADDING GARAGE WITH CONCRETE SLAB AND ELECTRIC	MR. TED CURRY VAN HO	\$24,187
05/21/2018	20180518036	ADD NEW 100A SERVICE 3-PHASE 277/480V, FOR NE	MR. SCOTT STEPHEN CR	\$19,500
05/21/2018	20180425049	NEW MOBILE HOME (CITY OF ORMOND BEACH UTILITI	MR. CHARLES R COLLIN	\$30,720
05/18/2018	20180413050	PLANTATION OAKS MOBILE HOME PARK: 2463 HOPSEW	MR. TED CURRY VAN HO	\$24,187
05/18/2018	20180409049	PLANTATION OAKS MOBILE HOME PARK: 2455 HOPSEW	MR. TED CURRY VAN HO	\$24,187
05/09/2018	20180323022	2463 HOPSEWEE AVENUE # 97, ORMOND BEACH FL 32	MR. CHARLES R COLLIN	\$23,760
05/01/2018	20180323021	2468 KIMBALL DRIVE, LOT # 38 ORMOND BEACH FL	MR. CHARLES R COLLIN	\$23,760
04/16/2018	20180403010	INSTALL A FIRE SUPPRESSION SYSTEM UNDER AN EX	DEAN ASHBY NOLAND -	\$1,000
04/13/2018	20180213047	PLANTATION OAKS MODEL HOME ---**2459 HOPSEWEE	MR. TED CURRY VAN HO	\$23,236
04/03/2018	20180215006	PLANTATION OAKS- MODEL **2455 HOPSEWEE AVE, O	MR. CHARLES R COLLIN	\$24,480
04/03/2018	20180215003	PLANTATION OAKS- MODEL **2411 HOPSEWEE AVE, O	MR. CHARLES R COLLIN	\$24,480
03/16/2018	20180126062	ADDING CARPORT GARAGE / SLAB / ELECTRIC ** 24	MR. TED CURRY VAN HO	\$23,236

Permit List

Permit Date	Permit #	Description	Contractor	Amount
03/16/2018	20180126063	ADDING CARPORT GARAGE / SLAB / ELECTRIC ** 24	MR. TED CURRY VAN HO	\$23,236
03/14/2018	20180126032	MODEL HOME - NEW MOBILE HOME **2442 HOPSEWEE	MR. CHARLES R COLLIN	\$14,976
03/14/2018	20180126034	MODEL ONLY- NEW MOBILE HOME **2472 KIMBALL DR	MR. CHARLES R COLLIN	\$115,964
02/09/2018	20171214008	MODEL ONLY - MOBILE HOME (CITY OF ORMOND BEAC	MR. CHARLES R COLLIN	\$18,720
02/09/2018	20171214003	MODEL ONLY: MOBILE HOME (CITY OF ORMOND BEACH	MR. CHARLES R COLLIN	\$16,224
02/09/2018	20171214002	MODEL ONLY - MOBILE HOME (CITY OF ORMOND BEAC	MR. CHARLES R COLLIN	\$16,224
02/05/2018	20170622014	ACCESSORY STRUCTURES: MAIL BOX PAVILION, SHUF	MR. MICHAEL LESLIE U	\$30,000
02/02/2018	20171129050	NEW GUNITE POOL FOR PLANTATION OAKS SUBDIVISI	MR. JAMES T GILBERT	\$0
02/01/2018	20170825016	MODEL ONLY- MOBILE HOME (CITY OF ORMOND UTILI	MR. CHARLES R COLLIN	\$16,224
02/01/2018	20170825013	MODEL ONLY - MOBILE HOME (CITY OF ORMOND UTIL	MR. CHARLES R COLLIN	\$16,224
09/15/2017	20161216045	NEW GUARD HOUSE PLANTATION OAKS UNIT 1A (2006	MR. MICHAEL LESLIE U	\$58,000
08/29/2017	20170817001	NEW WALL SIGN (LOGO) 6'-6"X3'-2" FOR PERMIT	MR. MICHAEL LESLIE U	\$2,000
08/29/2017	20170817006	WALL SIGN (LOGO) 4'X9' WITH PERMIT 2017081700	MR. MICHAEL LESLIE U	\$2,000
08/29/2017	20170817007	WALL SIGN (COPY) WITH PERMIT 20170817006	MR. MICHAEL LESLIE U	\$2,000
08/29/2017	20170817002	WALL SIGN (COPY) 18"X9'-4" WITH PERMIT 201708	MR. MICHAEL LESLIE U	\$2,000
08/04/2017	20170622009	ENTRY MASONRY WALL STRUCTURES FOR WALL SIGNS	MR. MICHAEL LESLIE U	\$75,000
07/03/2017	20161216048	TRAVELLING WITH 829859 PLANS NEW CLUB HOUSE P	MR. MICHAEL LESLIE U	\$1,277,202

This instrument prepared by:
Jeffrey P. Brock, Esq.
SMITH, STOUT, BIGMAN & BROCK, P.A.
P. O. Box 15200
Daytona Beach, FL 32115

*This Deed is subject only to minimum documentary stamp tax as the Grantor
and Grantee have the same principals and the subject property is not encumbered by a mortgage.*

WARRANTY DEED

THIS WARRANTY DEED, made this 15th day of February, 2017, between **PLANTATION OAKS OF ORMOND BEACH, LLC, a Florida limited liability company** (hereinafter the "Grantor"), and **PLANTATION OAKS OF ORMOND BEACH II, LLC, a Florida limited liability company**, whose address is P. O. Box 1626, Ormond Beach, FL 32175 (hereinafter the "Grantee").

WITNESSETH:

For and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged by the Grantor, the Grantor does hereby grant, bargain, sell and convey to the Grantee and Grantee's successors and assigns forever, that certain property (hereinafter the "Property") situated in Volusia County, Florida and more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

SUBJECT TO real property taxes and special assessments, if any, for the year 2017 and thereafter.

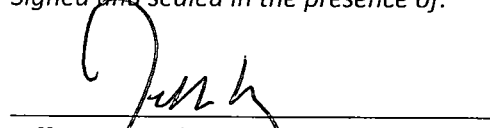
SUBJECT TO restrictions, reservations and easements of record, if any, the mention of which shall not serve to reimpose the same.

The Grantor hereby covenants with the Grantee: (i) that Grantor is lawfully seized of the Property in Fee simple, (ii) that Grantor has good right and lawful authority to sell and convey the Property, (iii) that Grantor hereby fully warrants the title to the Property, and (iv) that Grantor will defend the title to the Property against the lawful claims of all persons whomsoever.

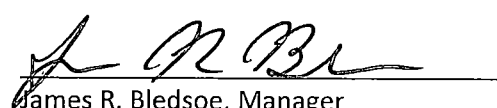
IN WITNESS WHEREOF, the Grantor has caused this Warranty Deed to be executed on the day and year stated above.

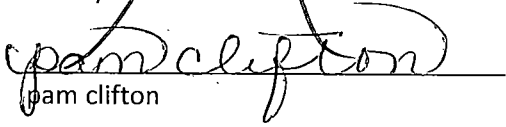
Signed and sealed in the presence of:

PLANTATION OAKS OF ORMOND BEACH, LLC,
a Florida limited liability company


Jeffrey P. Brock

By:


James R. Bledsoe, Manager


Pam Clifton

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by James R. Bledsoe, in his capacity as Manager of Plantation Oaks of Ormond Beach, LLC, a Florida limited liability company, on behalf of said Company this 15 day of February, 2017. He is personally known to me.

Notary Public

[NOTARY SEAL]



EXHIBIT "A"

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°11'19"E ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 941.71 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A 300.00 FOOT RIGHT OF WAY; THENCE DEPARTING SAID SECTION LINE, S20°45'33"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 15.57 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, N88°35'55"E, 921.44 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 435.00 FEET AND CENTRAL ANGLE OF 33°54'54"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 257.49 FEET; THENCE S54°47'16"E, 112.88 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 465.00 FEET AND CENTRAL ANGLE OF 22°44'33"; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 184.57 FEET; THENCE S77°31'48"E, 1279.57 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 435.00 FEET AND CENTRAL ANGLE OF 11°30'44"; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 87.40 FEET; THENCE N84°38'08"E, 249.83 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2800.00 FEET AND CENTRAL ANGLE OF 14°14'26" WITH A CHORD BEARING S12°29'00"E; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 695.92 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 4000.00 FEET AND CENTRAL ANGLE OF 44°23'55"; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 3099.60 FEET; THENCE S24°47'41"W, 627.11 FEET; THENCE N65°09'54"W, 50.40 FEET; THENCE N62°23'56"W, 274.64 FEET; THENCE S87°57'59"W, 50.00 FEET; THENCE N02°03'24"W, 306.39 FEET; THENCE N88°04'43"E, 117.47 FEET; THENCE N24°50'08"E, 305.56 FEET; THENCE S73°17'49"W, 153.21 FEET; THENCE S48°07'19"W, 152.66 FEET; THENCE S76°25'16"W, 75.68 FEET; THENCE N66°32'54"W, 69.72 FEET; THENCE N51°39'51"W, 93.49 FEET; THENCE N26°57'33"W, 82.60 FEET; THENCE N17°45'58"W, 65.89 FEET; THENCE N18°36'18"W, 102.32 FEET; THENCE N10°09'49"W, 97.58 FEET; THENCE N19°40'04"E, 122.30 FEET; THENCE S89°49'59"W, 543.01 FEET; THENCE S32°42'52"W, 21.48 FEET; THENCE N89°44'55"W, 66.83 FEET; THENCE S65°36'26"W, 21.89 FEET; THENCE N86°57'36"W, 132.40 FEET; THENCE S88°07'07"W, 148.41 FEET; THENCE N01°37'20"W, 258.78 FEET; THENCE N88°51'25"W, 371.85 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AFORESAID INTERSTATE 95; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, THE FOLLOWING SIX CALLS; N01°08'35"E, 476.38 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3969.83 FEET AND CENTRAL ANGLE OF 11°34'37"; THENCE ALONG THE ARC OF SAID CURVE, 802.13 FEET; THENCE N01°39'54"W, 169.89 FEET; THENCE S88°20'06"W, 30.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3969.83 FEET AND CENTRAL ANGLE OF 7°50'06" WITH A CHORD BEARING N16°50'30"W; THENCE ALONG THE ARC OF SAID CURVE, 542.86 FEET; THENCE N20°45'33"W, 1588.06 FEET TO THE POINT OF BEGINNING.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
PLANTATION OAKS OF ORMOND BEACH II, LLC

Filing Information

Document Number	L16000153850
FEI/EIN Number	81-3608586
Date Filed	08/17/2016
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	06/29/2020
Event Effective Date	NONE

Principal Address

2412 CHRETIEN DRIVE
ORMOND BEACH, FL 32174

Changed: 01/24/2022

Mailing Address

2412 CHRETIEN DRIVE
ORMOND BEACH, FL 32174

Changed: 01/24/2022

Registered Agent Name & Address

IVAN & DAUGUSTINIS, PLLC
5150 BELFORT RD
BLDG 200
JACKSONVILLE, FL 32256

Name Changed: 06/29/2020

Address Changed: 06/29/2020

Authorized Person(s) Detail

Name & Address

Title MGR

MYNCHENBERG, PARKER K
2412 CHRETIEN DRIVE
ORMOND BEACH, FL 32174

Annual Reports

Report Year	Filed Date
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2020	04/14/2020
2021	04/22/2021
2022	01/24/2022

Document Images[01/24/2022 -- ANNUAL REPORT](#)[View image in PDF format](#)[04/22/2021 -- ANNUAL REPORT](#)[View image in PDF format](#)[06/29/2020 -- LC Amendment](#)[View image in PDF format](#)[04/14/2020 -- ANNUAL REPORT](#)[View image in PDF format](#)[04/13/2019 -- ANNUAL REPORT](#)[View image in PDF format](#)[04/06/2018 -- ANNUAL REPORT](#)[View image in PDF format](#)[04/10/2017 -- ANNUAL REPORT](#)[View image in PDF format](#)[08/17/2016 -- Florida Limited Liability](#)[View image in PDF format](#)

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.X
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-24	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	Celedine Subdivision, Dedication of Easement (Lift Station)			
Budget Impact:	There is no direct budget impact as the result of the acceptance of an access, maintenance, and utility easement for a public lift station. The City shall have the maintenance costs associated with the water and sewer lines installed within the subdivision.			
Summary:	This is a request to accept an access, maintenance, and utility easement for a public lift station within Celedine in the Hunter's Ridge residential subdivision located in Flagler County's portion of the Hunter's Ridge DRI. Celedine contains 99 single-family lots on 39.83 acres.			
Recommended Action:	It is recommended that the City Commission approve the acceptance of an access, maintenance, and utility easement for a public lift station as shown in the attached resolution for the provision of utility services within Celedine located in the Hunter's Ridge – Flagler County DRI.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		12/19/2022		
Claire Whitley, Assistant City Manager		12/19/2022		
Joyce Shanahan, City Manager		12/20/2022		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: January 10, 2023
Subject: Celedine Subdivision, Dedication of Easement (Lift Station)
Commission Goal: Community Development - Other

Introduction

This is a request to accept an access, maintenance, and utility easement for a public lift station within the Celedine Subdivision (Celedine) in the Hunter's Ridge residential subdivision located in Flagler County's portion of the Hunter's Ridge Development of Regional Impact. Celedine contains 99 single-family lots on 39.83 acres.

Background

Hunter's Ridge is a Development of Regional Impact (DRI) that is located within the City of Ormond Beach and Flagler County. In November of 2009, the City of Ormond Beach entered into an interlocal agreement for the provision of water and sewer services to the Flagler County portion of the Hunter's Ridge DRI. On November 7, 2017, the City Commission approved (1) a master utility plan for the Hunter's Ridge – Flagler County DRI service area and (2) a retail utility service agreement for Hunter's Ridge DRI Service Area (Flagler County). The Celedine subdivision utility improvements were reviewed by the Site Plan Review Committee (SPRC) and approved on November 22, 2021 and a site utility construction permit was issued on June 24, 2022. The project is required to provide two easements: (1) an access, maintenance, and utility easement and (2) a lift station easement.

Discussion

The purpose of this item is for the City of Ormond Beach to accept an access, maintenance, and utility easement for a public lift station within Celedine. In a residential subdivision within the City, these easements would be dedicated with the final plat. However, because the project is located outside the City, it is necessary to obtain the water and sewer easements separate than the final plat, which is approved by Flagler County. The SPRC is in the process of inspecting the water and sewer improvements within Celadine. The project shall provide a one-year maintenance

guarantee as required by the Land Development Code once the utility improvements are accepted by city staff.

Budget Impact

There is no direct budget impact as the result of the acceptance of an access, maintenance, and utility easement for a public lift station. The City shall have the maintenance costs associated with the water and sewer lines installed within the subdivision.

Citizen Impact

There is no direct citizen impact and the easement acceptance implements the interlocal agreement in 2009 that identified the City of Ormond Beach as the utility provider in the Flagler County portion of the Hunter's Ridge DRI.

Recommendation

It is recommended that the City Commission approve the acceptance of an access, maintenance, and utility easement for a public lift station as shown in the attached resolution for the provision of utility services within Celedine located in the Hunter's Ridge – Flagler County DRI.

Attachments:

1. 23-24 Lift Station - Celedine - Access, Maintenance and Utility Easement (P22-0219G)
2. Celedine Lift Station Easement (P22-0219G)
3. Exhibit A, Preliminary plat
4. Exhibit B, Lift Station easement
5. Celedine, selected sheets - cover, layout, utility

Approvals:



Kelly McGuire, Finance Director

Date: December 19, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022

A handwritten signature in blue ink that reads "Joyce Shanahan". The signature is written in a cursive, flowing style.

Joyce Shanahan, City Manager

Date: December 20, 2022

RESOLUTION NO. 2023-24

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ACCESS, MAINTENANCE AND UTILITY EASEMENT FOR A PUBLIC LIFT STATION FROM ADJ HUNTERS RIDGE, LLC, LOCATED IN THE “CELEDINE” SUBDIVISION, A PORTION OF THE HUNTER’S RIDGE DEVELOPMENT OF REGIONAL IMPACT (DRI) LOCATED IN FLAGLER COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on or about July 21, 2009, the City of Ormond Beach and Flagler County entered into an interlocal agreement for the provision by the City of water and waste water services to that portion of Hunter’s Ridge Development of Regional Impact that is located in the unincorporated territory of Flagler County (Hunter’s Ridge-Flagler County DRI Service Area), said interlocal agreement having been amended on November 16, 2009, and recorded at Book 6421, pages 2821-2829 in the Public Records of Volusia County, Florida; and

WHEREAS, the interlocal agreement provides that the City shall be the sole and exclusive provider of retail water and waste water services to customers in the Hunter’s Ridge-Flagler County DRI Service Area; and

WHEREAS, section 3 of the interlocal agreement authorizes the City to enter into a utility services agreement with the Hunter’s Ridge DRI developer regarding the construction of interconnecting pipelines and associated infrastructure, including the conveyance of same together with all necessary easements to enable the City to provide retail water and waste water services the DRI developer and customers in the Hunter’s Ridge-Flagler County DRI Service Area; and

WHEREAS, on August 16, 2016 the city commission approved Ordinance 2016-25 establishing the Hunter's Ridge-Flagler County DRI Water and Sewer Service Area, establishing rates for the provision of water and sewer services, establishing impact fees for connection to the City's utility system, and establishing requirements for connection to the City's utility system; and

WHEREAS, by Resolution 2017-216 the City Commission authorized and directed the execution of a Master Utility Plan and a Retail Utility Service Agreement for the Hunter's Ridge Development of Regional Impact (DRI) Service Area (Flagler County) (the "Agreement") regarding the construction and installation of a water distribution system and wastewater collection system for the Hunter's Ridge Development of Regional Impact (DRI) Service Area in Flagler County, and

WHEREAS, ADJ Hunters Ridge, LLC, a Florida limited liability company has purchased the Celedine subdivision from U.S. Capital Alliance, LLC, a Florida limited liability company, within the Hunter's Ridge DRI in Flagler County that include an approved site plan authorized by the Ormond Beach Site Plan Review Committee for utility connections, and

WHEREAS, the Celedine subdivision ("the Project") consists of 39.83± acres of real property located north of Airport Road, Flagler County Property Appraiser parcel number 22-14-31-0000-01010-0091 (formerly Flagler County Property Appraiser parcel number 22-14-31-0000-01010-0090), and

WHEREAS, the City agrees that its use of the easements to be granted, dedicated and/or conveyed shall be utilized for the purposes described in the Agreement, now therefore,

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

SECTION ONE. The foregoing recitals are incorporated herein by reference and adopted as legislative findings in support of the matters set forth in this Resolution and made a part thereof.

SECTION TWO. The City Commission hereby approves and accepts an Access, Maintenance and Utility Easement (“Easement”) for a public lift station from ADJ Hunters Ridge, LLC, a Florida limited liability company, the property owner, to permit the City of Ormond Beach access to maintain the wastewater system located on property within the Celedine Subdivision, a portion of the Hunter’s Ridge DRI and legally described and depicted in the attached Easement, a copy of which is attached hereto and incorporated herein by reference.

SECTION THREE. The City Clerk is hereby directed to record in the public records of Flagler County and Volusia County, Florida, a certified copy of this Resolution, and the executed original Easement, at the expense of ADJ Hunters Ridge, LLC, a Florida limited liability company, the property owner.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:

RANDAL A. HAYES, ESQUIRE

Florida Bar No. 0747157

173 South Beach Street

Post Office Box 277

Ormond Beach, FL 32175

Location: Celedine Subdivision, Lift Station

Flagler County Property Appraiser Parcel Number 22-14-31-0000-01010-0091

(formerly Flagler County Property Appraiser Parcel Number 22-14-31-0000-01010-0090)

ACCESS, MAINTENANCE AND UTILITY EASEMENT

THIS ACCESS, MAINTENANCE AND UTILITY EASEMENT ("Easement") for a public lift station is made and entered into as of the _____ day of _____, _____ by and between **ADJ HUNTERS RIDGE, LLC**, a Florida limited liability company, whose post office address is 444 Seabreeze Boulevard, Suite 805, Daytona Beach, Florida, 32118 ("Grantor") and the **CITY OF ORMOND BEACH**, A Florida municipal corporation, and its successors and assigns, whose mailing address is Post Office Box 277, Ormond Beach, Volusia County, Florida 32175 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property to be known as "Celedine", a portion of the Hunter's Ridge Development of Regional Impact ("DRI"), located in Flagler County, Florida and Volusia County, Florida as more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor is developing the Property subject to the authority of the County of Flagler; and

WHEREAS, Grantor is permitted to initiate certain improvements on the Property, including a public lift station, prior to the recording of a plat; and

WHEREAS, the Property is within Grantee's utility service area and the Grantee is therefor the provider of potable water and sewer services to the Property; and

WHEREAS, the Grantee has requested, and Grantor has agreed to grant and convey to the Grantee a non-exclusive perpetual access, maintenance, and utility easement for a public lift station over a portion of the Property more particularly described and depicted on Exhibit "B", attached hereto and by incorporated herein (the "Easement Area").

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. The above recitals are true and correct, form a material part of this Easement Agreement and are incorporated herein by reference.

- 1 -

Section 2. Grantor hereby gives, grants, bargains, sells and conveys to the Grantee, its successors and assigns, a non-exclusive perpetual access, maintenance, and utility easement over, upon, beneath and across the Easement Area in order to utilize the Easement Area for the provision of potable water and sewer services to the Property. This includes the right of installation, maintenance and repair or modification of any and all necessary facilities or equipment related hereto.

Section 3. Grantor hereby warrants and guarantees to the Grantee that the Grantor has fee title to the Property and Easement Area, subject to easements, reservations, restrictions and right-of-way previously recorded, if any, and that the Grantor has the full power and authority to grant this easement as to the Easement Area.

Section 4. Grantee's use of the Easement Area shall be subject to the terms, conditions and limitations of all permits and approvals issued by governmental entities having jurisdiction over the improvements to be constructed in the Easement Area.

Section 5. This Easement is non-exclusive, and the Grantor reserves to itself, its successors and assigns, the non-exclusive right to use the Easement Area. Each party shall use the rights granted and reserved by this Easement Agreement with due regard to the rights of the other parties to use and enjoy the Easement Area.

Section 6. This Easement Agreement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with the Property.

Section 7. This Easement may be modified or amended only upon the mutual written consent of the Grantor and the Grantee, or their respective express successors and assigns.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the date listed below.

Dated: _____

Signed, sealed and delivered in
the presence of:

“GRANTOR”
ADJ HUNTERS RIDGE, LLC
a Florida limited liability company

Witness #1:

Signature: _____
Print Name: _____

ANAND JOBALIA
Manager

Witness #2

Signature: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

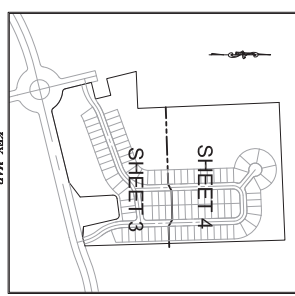
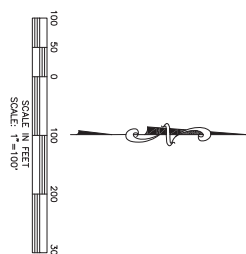
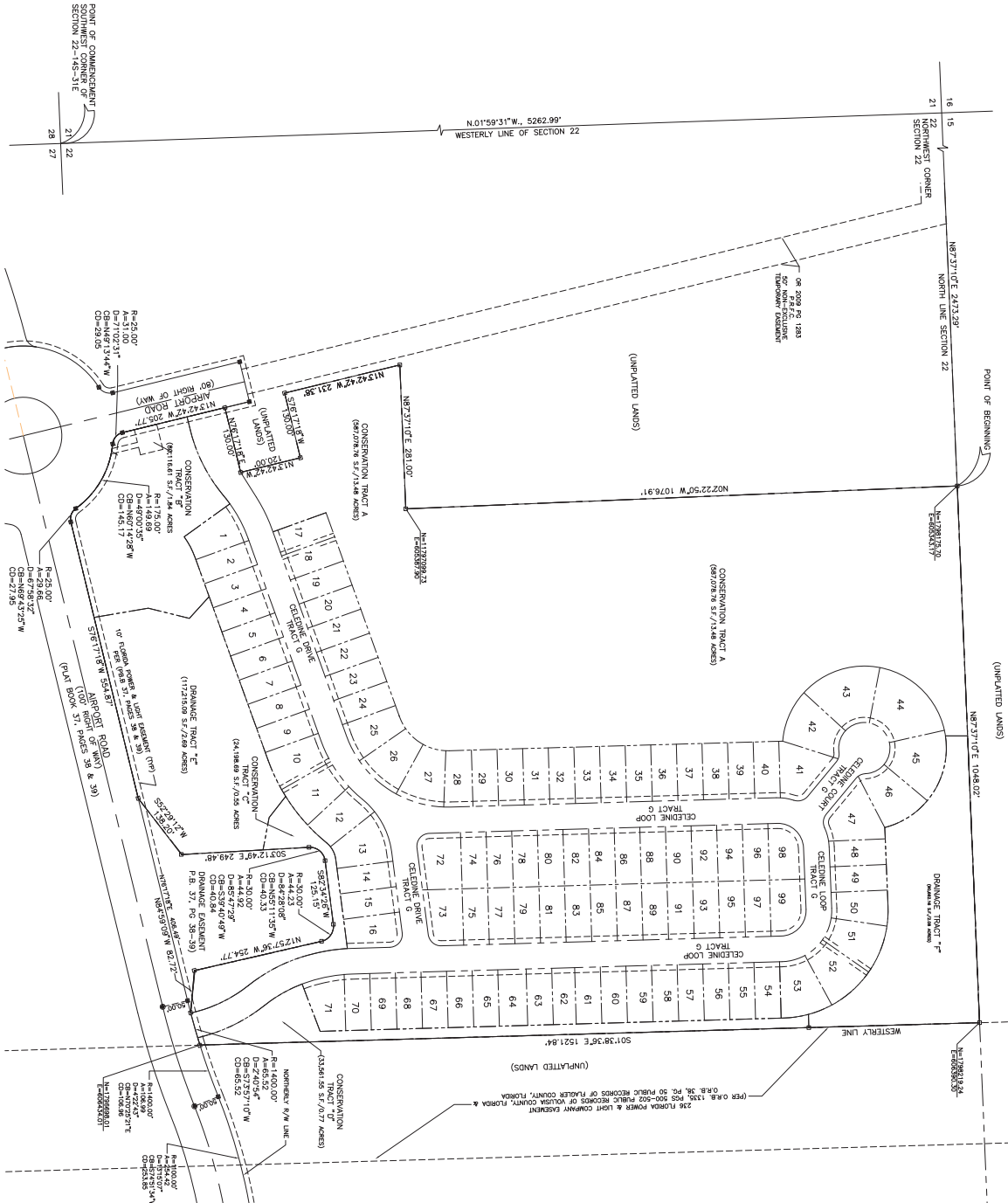
The foregoing instrument was acknowledged before me on this _____ day of _____ by **ANAND JOBALIA**, as Manager of **ADJ HUNTERS RIDGE, LLC**, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

[Seal]

Notary Public
Print Name: _____
My Commission No: _____
My Commission expires: _____

[illegible]Page 304 of 1279

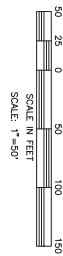
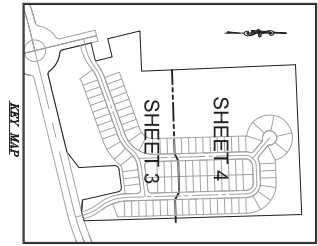
**SUBDIVISION PLAT OF
CELEDINE AT HUNTER'S RIDGE**
A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST
FLAGER COUNTY, FLORIDA



- LEGEND AND ABBREVIATIONS**
- 1/4" = 1' SCALE
 - 1/2" = 1' SCALE
 - 3/4" = 1' SCALE
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CARMAHAN PROCTOR CROSS, INC.
CONSULTING ENGINEERS, SURVEYORS, PLANNERS
814 SOUTH MILITARY TRAIL, SUITE 100, FLORIDA 32142
PHONE: (407) 299-1100 FAX: (407) 299-1101
WWW.CARMAHANPROCTORCROSS.COM

PLAT BOOK _____ PAGE _____
SHEET 2 OF 4
PRELIMINARY

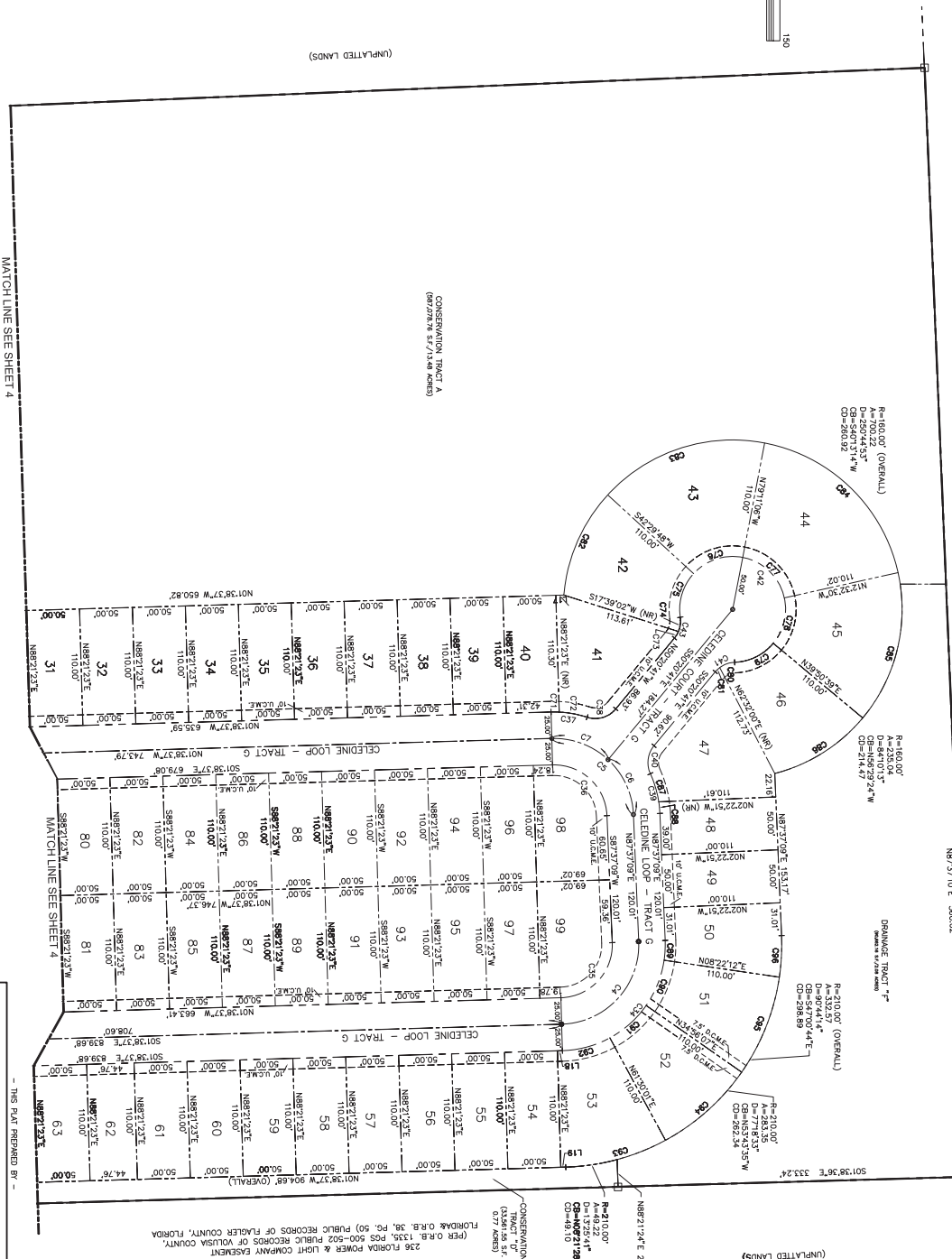


LINE TABLE		
LINE	BEARING	LENGTH
L17	N01°38.37"W	7.54'
L18	N01°38.37"W	4.68'
L19	N01°38.37"W	4.68'

	COLE	10.14	AFC	CHRG	10.14
	10.14	10.14	10.14	10.14	10.14
	10.14	10.14	10.14	10.14	10.14
51	89.65	116.84	75.00	105.36	\$44.95
52	44.44	96.37	58.58	75.00	\$44.95
53	44.44	96.37	58.58	75.00	\$44.95
54	44.44	96.37	58.58	75.00	\$44.95
55	44.44	96.37	58.58	75.00	\$44.95
56	44.44	96.37	58.58	75.00	\$44.95
57	44.44	96.37	58.58	75.00	\$44.95
58	44.44	96.37	58.58	75.00	\$44.95
59	44.44	96.37	58.58	75.00	\$44.95
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63	44.44	96.37	58.58	75.00	\$44.95
64	44.44	96.37	58.58	75.00	\$44.95
65	44.44	96.37	58.58	75.00	\$44.95
66	44.44	96.37	58.58	75.00	\$44.95
67	44.44	96.37	58.58	75.00	\$44.95
68	44.44	96.37	58.58	75.00	\$44.95
69	44.44	96.37	58.58	75.00	\$44.95
70	44.44	96.37	58.58	75.00	\$44.95
71	44.44	96.37	58.58	75.00	\$44.95
72	44.44	96.37	58.58	75.00	\$44.95
73	44.44	96.37	58.58	75.00	\$44.95
74	44.44	96.37	58.58	75.00	\$44.95
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79	44.44	96.37	58.58	75.00	\$44.95
80	44.44	96.37	58.58	75.00	\$44.95
81	44.44	96.37	58.58	75.00	\$44.95
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83	44.44	96.37	58.58	75.00	\$44.95
84	44.44	96.37	58.58	75.00	\$44.95
85	44.44	96.37	58.58	75.00	\$44.95
86	44.44	96.37	58.58	75.00	\$44.95
87	44.44	96.37	58.58	75.00	\$44.95
88	44.44	96.37	58.58	75.00	\$44.95
89	44.44	96.37	58.58	75.00	\$44.95
90	44.44	96.37	58.58	75.00	\$44.95
91	44.44	96.37	58.58	75.00	\$44.95
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96	44.44	96.37	58.58	75.00	\$44.95
97	44.44	96.37	58.58	75.00	\$44.95
98	44.44	96.37	58.58	75.00	\$44.95
99	44.44	96.37	58.58	75.00	\$44.95
100	44.44	96.37	58.58	75.00	\$44.95

LEGEND AND ABBREVIATIONS

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MATCH LINE SEE SHEET 4

- THIS PLAN PREPARED BY -



CARNAHAN PROCTOR CROSS, INC.
CONSULTING ENGINEERS SURVEYORS PLANNERS
CERTIFICATION NO. LB 2536

www.carmathair-product.com

SKETCH AND DESCRIPTION
LIFT STATION EASEMENT
CELEDINE AT HUNTER'S RIDGE
LOCATED IN SECTION 22, TOWNSHIP 14 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA
*****THIS IS NOT A BOUNDARY SURVEY*****

DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, IN FLAGLER COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22, THENCE N 87°37'10" E ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 3521.94 FEET, TO THE INTERSECTION WITH THE WEST LINE OF FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 38, PAGE 50 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG SAID WEST LINE, SOUTH 01°38'36" EAST, A DISTANCE OF 1363.92 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 88°21'24" WEST, A DISTANCE OF 31.11 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 57°54'27" WEST, A DISTANCE OF 50.55 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 07°18'01", AND A CHORD BEARING AND DISTANCE OF NORTH 33°46'22" WEST, 35.02 FEET; THENCE ALONG THE ARC OF SAID CURVE 35.04 FEET; THENCE NORTH 57°54'27" EAST, A DISTANCE OF 51.57 FEET; THENCE SOUTH 32°05'33" EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE AND BEING IN FLAGLER COUNTY, FLORIDA AND CONTAINS 1,800 SQUARE FEET, MORE OR LESS.

NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON N 87°37'10" W FOR THE NORTH LINE OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.
2. THIS IS A SKETCH OF A LEGAL DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.
3. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND OR OWNERSHIP WERE NOT FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN DONE BY THIS OFFICE.
4. THIS SKETCH IS "NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A PROFESSIONAL FLORIDA SURVEYOR AND MAPPER".
5. THIS SKETCH CONSIST OF 2 SHEETS. SEE SHEET 1 FOR DESCRIPTION. SEE SHEET 2 FOR SKETCH OF DESCRIPTION.

CERTIFIED TO:

DR Horton, Inc.
U.S. Capital Alliance, LLC,
City of Ormond Beach

DRAWN BY: M.G.M.
CHECKED BY: T.R.B.
SURVEY DATE: N/A
FIELD BOOK: N/A
REVISION: N/A
PROJECT NUMBER:
22-033

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LICENSE NO. PSM 6547
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER BUSINESS LICENSE NO. L.B. 8326

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.

THOMAS R. BON

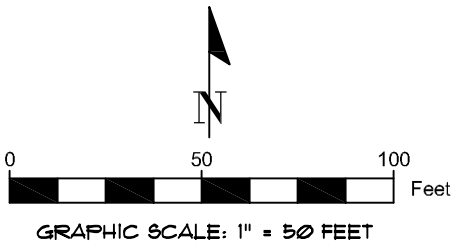
4-12-2022

PROFESSIONAL SURVEYOR AND MAPPER

LANDGARD, LLC
LAND SURVEYING & MAPPING
10065 N.W. 136TH DRIVE
ALACHUA, FLORIDA 32615
PHONE: 352.493.0640

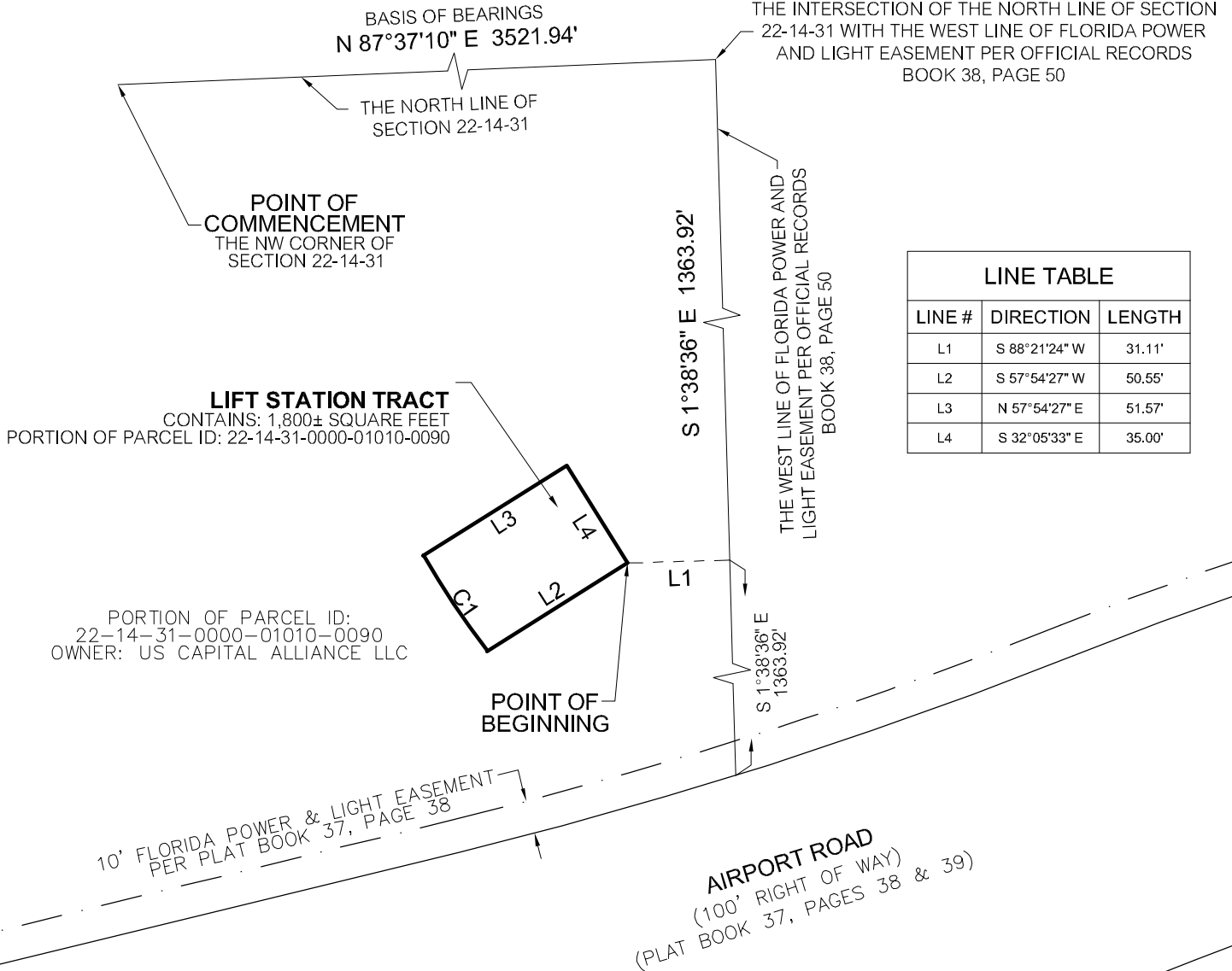
Licensed Business No. 8326

SHEET NUMBER:
1 OF 2



SKETCH AND DESCRIPTION
LIFT STATION EASEMENT
CELEDINE AT HUNTER'S RIDGE
LOCATED IN SECTION 22, TOWNSHIP 14 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA
THIS IS NOT A BOUNDARY SURVEY

EXHIBIT "B"
Page 2 of 2



CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	35.04'	275.00'	7°18'01"	17.55'	N 33°46'22" W	35.02'

NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON N 87°37'10" W FOR THE NORTH LINE OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.
2. THIS IS A SKETCH OF A LEGAL DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.
3. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND OR OWNERSHIP WERE NOT FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN DONE BY THIS OFFICE.
4. THIS SKETCH IS "NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A PROFESSIONAL FLORIDA SURVEYOR AND MAPPER".
5. THIS SKETCH CONSIST OF 2 SHEETS. SEE SHEET 1 FOR DESCRIPTION. SEE SHEET 2 FOR SKETCH OF DESCRIPTION.

CERTIFIED TO:
SEE SHEET 1 OF 2

DRAWN BY: M.G.M.	FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LICENSE NO. PSM 6547
CHECKED BY: T.R.B.	FLORIDA PROFESSIONAL SURVEYOR AND MAPPER BUSINESS LICENSE NO. L.B. 8326
SURVEY DATE: N/A	NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
FIELD BOOK: N/A	THOMAS R. BON
REVISION: N/A	SEE SHEET 1 OF 2
PROJECT NUMBER: 22-033	PROFESSIONAL SURVEYOR AND MAPPER

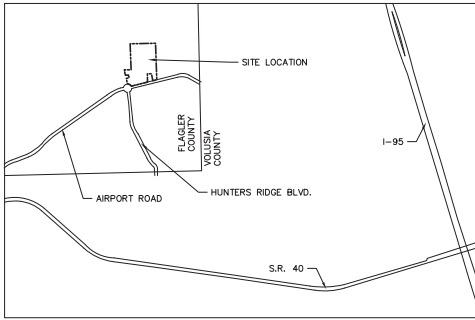
LANDGARD, LLC
LAND SURVEYING & MAPPING
10065 N.W. 136TH DRIVE
ALACHUA, FLORIDA 32615
PHONE: 352.493.0640
Licensed Business No. 8326

SHEET NUMBER:
2 OF 2

CELADINE SUBDIVISION @ HUNTER'S RIDGE

FLAGLER COUNTY, FL

LOCATION MAP (N.T.S.)



TAX PARCEL ID NUMBER: 22-14-31-0000-01010-0090

SOILS MAP



3: SAMSULA AND HONTON SOILS
8: HICORIA, RIVERA, AND GATOR SOILS
12: PLACID, BINSINGER, AND ST. JOHNS SOILS
14: PINEDA FINE SAND
16: MALABAR FINE SAND
40: POMONA FINE SAND

SOIL GROUP A/D
SOIL GROUP C/D
SOIL GROUP C/D
SOIL GROUP A/D
SOIL GROUP B/D

OWNER:
U.S. CAPITAL ALLIANCE, LLC
880 AIRPORT RD., SUITE 113
ORMOND BEACH, FL 32174
732-552-5154
EMAIL: JBEREN@HUNTERS RIDGE FL.COM

ENGINEER:
THE ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
880 AIRPORT RD. STE. 113
ORMOND BEACH, FL 32174
PH. (386) 673-7640 FAX: (386) 673-3927
EMAIL: KAB@AE-GROUP.COM

SURVEYOR:
CARNAHAN PROCTOR & CROSS, INC.
220 CHARLES ST, STE A
PORT ORANGE, FL 32174
PH. (321) 241-6909
EMAIL: PETER.JOHNSON@CARNAHAN-PROCTOR.COM

ENVIRONMENTALIST:
ENVIRONMENTAL SERVICES, INC.
7220 FINANCIAL WAY, STE. 100
JACKSONVILLE, FLORIDA 32256
PH. (904) 470-2200
EMAIL: JBRINSON@ESINCC.COM

LANDSCAPE ARCHITECT:
STERN DESIGN GROUP
1685 PROMENADE CIRCLE
PORT ORANGE, FLORIDA 32129
PH. (386) 788-3788
EMAIL: JANSTERN@STERNDESIGNGROUP.COM

SITE DATA:

FLOOD ZONE:	X - MAP 12030C0345 D REV. 07/17/2005
CONVEY:	PLD - PLANNED UNIT DEVELOPMENT
FUTURE LAND USE:	MIXED USE: LOW INTENSITY, LOW/MEDIUM DENSITY
EXISTING USE:	VACANT
SITE AREA:	1,734,784 SF (39.83 AC)
PROPOSED IMPERVIOUS SURFACE:	137,337 SF (3.15 AC) = 7.9%
PROPOSED PAVEMENT SURFACE:	1,597,447 SF (36.88 AC) = 92.1%
TOTAL AREA:	1,734,784 SF (39.83 AC) = 100%

PROPOSED USES:

SINGLE FAMILY SUBDIVISION/RESIDENTIAL

STATEMENT OF INTENT

TO CONSTRUCT A PLANNED RESIDENTIAL DEVELOPMENT WITH ASSOCIATED UTILITY INFRASTRUCTURE.

GENERAL NOTES:

- CONTRACTOR SHALL VERIFY ALL PERTINENT FEATURES WHICH MAY AFFECT HIS BID PRIOR TO BIDDING THE PROJECT. DISCREPANCIES NOTED DURING CONSTRUCTION WILL NOT BE CONSIDERED CAUSE FOR EXTRA PAYMENT ON ANY OF THE PAY ITEMS IN THE CONTRACT.
- UTILITIES MAY EXIST WHICH ARE NOT SHOWN ACCURATELY ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL UTILITY LOCATIONS PRIOR TO ANY CONSTRUCTION.
- CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DESIGN ENGINEER, THE CITY OF ORMOND BEACH, AND THE FLAGLER COUNTY DEVELOPMENT ENGINEER OF ANY DISCREPANCIES FOUND ON THE PLANS.
- ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE COUNTY WITHOUT DELAY BY TELEPHONE.
- MAINTENANCE OF TRAFFIC WILL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" FOR STREETS AND HIGHWAYS; & THE 2015 FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS.
- A MINIMUM OF ONE (1) COMPACTION TEST PER 300 LINEAL FEET OF ROADWAY IS REQUIRED. A COPY OF THE TEST REPORTS SHALL BE GIVEN TO THE FLAGLER COUNTY'S DESIGNATED INSPECTOR.
- TEMPORARY DRAINAGE SHALL BE PROVIDED DURING CONSTRUCTION TO ELIMINATE ANY FLOODING OF PRIVATE PROPERTY.
- UNSTABLE MATERIALS SHALL BE REMOVED FROM CONSTRUCTION AREAS AND BACKFILLED WITH SUITABLE MATERIALS.
- CONSTRUCTION SHALL INCLUDE EROSION CONTROL, WITH MATCHING MATERIALS, THE DOWNSLOPES, WALLS, MALLOUSES, CUBES AND LANDSCAPING THAT ARE DAMAGED OR REMOVED DUE TO CONSTRUCTION. THIS WORK SHALL BE COORDINATED WITH PROPERTY OWNERS.
- ALL STORM SEWER LINES AND INLETS SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF CONSTRUCTION.
- ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED SHOULD BE BROUGHT TO THE ATTENTION OF FLAGLER COUNTY AND THE DESIGN ENGINEER.
- ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION.
- CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY PERFORMED BY A REGISTERED SURVEYOR. SURVEY SHALL INDICATE AS-BUILT OF ALL IMPROVEMENTS.
- THE CONTRACTOR SHALL CALL FOR LOCATES 2 BUSINESS DAYS PRIOR TO STARTING CONSTRUCTION.
- NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMITS.
- ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO FLAGLER COUNTY FOR APPROVAL PRIOR TO PERFORMING THE WORK.
- A PRELIMINARY UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
- A FINAL INSPECTION TO BE CONDUCTED BY FLAGLER COUNTY SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY FLAGLER COUNTY ONCE AS-BUILT DRAWINGS AND CLEARANCES HAVE BEEN SUBMITTED.
- A COMPLETE SET OF AS-BUILT DRAWINGS ARE REQUIRED TO BE SUBMITTED TO FLAGLER COUNTY PRIOR TO REQUESTING A FINAL INSPECTION.
- A COMPLETE SET OF AS-BUILT DRAWINGS FOR THE UTILITIES (WATER AND SEWER) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION AND/OR CLEARANCE CERTIFICATION.
- ANY CHANGES TO THE UTILITIES ON THE APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO PERFORMING THE WORK.

LEGAL DESCRIPTION

LEGAL DESCRIPTION: SUBDIVISION "B" PARCEL AS CREATED BY SURVEYOR:
A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 01°17'58" WEST ALONG THE WESTERLY LINE OF AFORESAID SECTION 22 A DISTANCE OF 5262.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 88°15'41" EAST ALONG THE NORTH LINE OF SAID SECTION 22 A DISTANCE OF 2473.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°15'41" EAST ALONG SAID NORTH LINE OF SECTION 22, A DISTANCE OF 1048.02 FEET TO THE WESTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1335, PAGE 500 AND DEED BOOK 38, PAGE 50 ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF SAID EASEMENT A DISTANCE OF 1521.83 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF AIRPORT ROAD A 100 FOOT RIGHT OF WAY PER RECORD AND TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGLE OF 10°40'17"; THENCE WESTERLY ALONG THE SAID RIGHT OF WAY OF AIRPORT ROAD A DISTANCE OF 470.00 FEET TO THE END OF SAID CURVE; SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 74°35'23" WEST, A DISTANCE OF 65.27 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY NORTH 83°42'31" WEST, A DISTANCE OF 62.92 FEET; THENCE NORTH 12°18'43" WEST, A DISTANCE OF 255.00 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 84°09'59"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 44.07 FEET; SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 54°23'47" WEST, A DISTANCE OF 40.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°21'14" WEST, A DISTANCE OF 125.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 80°05'14"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 45.08 FEET; SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 47°27'57" WEST, A DISTANCE OF 40.96 FEET TO THE END OF SAID CURVE; THENCE SOUTH 02°34'00" EAST, A DISTANCE OF 250.45 FEET; THENCE SOUTH 52°45'20" WEST, A DISTANCE OF 138.55 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY OF AIRPORT ROAD; THENCE ALONG SAID NORTHERLY AND EASTERLY RIGHT OF WAY OF AIRPORT ROAD SOUTH 76°55'48" WEST, A DISTANCE OF 555.27 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 87°04'52"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 29.86 FEET; SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 89°04'58" WEST, A DISTANCE OF 27.85 FEET TO THE END OF SAID CURVE AND TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 49°00'36"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 149.89 FEET; SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 52°35'37" WEST, A DISTANCE OF 145.17 FEET TO THE END OF SAID CURVE AND TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 71°12'04"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 30.99 FEET; SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 48°35'13" WEST, A DISTANCE OF 29.05 FEET TO THE END OF SAID CURVE; THENCE NORTH 13°04'11" WEST, A DISTANCE OF 205.77 FEET; THENCE DEPARTING AFORESAID RIGHT OF WAY OF AIRPORT ROAD NORTH 76°55'48" EAST, A DISTANCE OF 130.00 FEET; THENCE NORTH 12°04'11" WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 76°55'48" WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 12°04'11" WEST, A DISTANCE OF 231.38 FEET; THENCE NORTH 88°15'41" EAST, A DISTANCE OF 281.00 FEET; THENCE NORTH 01°14'10" WEST, A DISTANCE OF 1076.91 FEET TO THE POINT OF BEGINNING. SAID PARCELS CONTAINING 39.83 ACRES MORE OR LESS.

APPROVED
Site Plan Review Committee
PZ-22-069
11/22/2022
Stamp: [Signature]
11/22/2022

ALANN ENGINEERING GROUP, INC.
1685 PROMENADE CIRCLE
PORT ORANGE, FL 32129
TEL: (386) 673-7640
FAX: (386) 673-3927



CELADINE @ HUNTER'S RIDGE SUBDIVISION
FLAGLER COUNTY, FL
COVER

NO.	DATE	REVISION	BY
1	11/17/21	REVISED PER CITY COMMENTS	JAB
2	8/31/21	REVISED PER CITY COMMENTS	JAB
3	5/6/21	UPDATE VERSION OF DETAILS	KAB

FILE	DATE	SCALE	PROJECT
1608-1	10-24-16		
DRAWN BY	CTB	PROJECT	SCALE
KAB	10/8-1		

Digitally signed by Kimberly A. Buck
DN: cn=US, o=SHFL, ou=ORMOND
Beach, ou=The Alann Engineering
Group, Inc., cn=Kimberly A. Buck,
email=kab@alanneng.com, c=FL
Location: Ormond Beach, FL
Date: 2022.11.22 09:29:10-0400

SHEET
C001



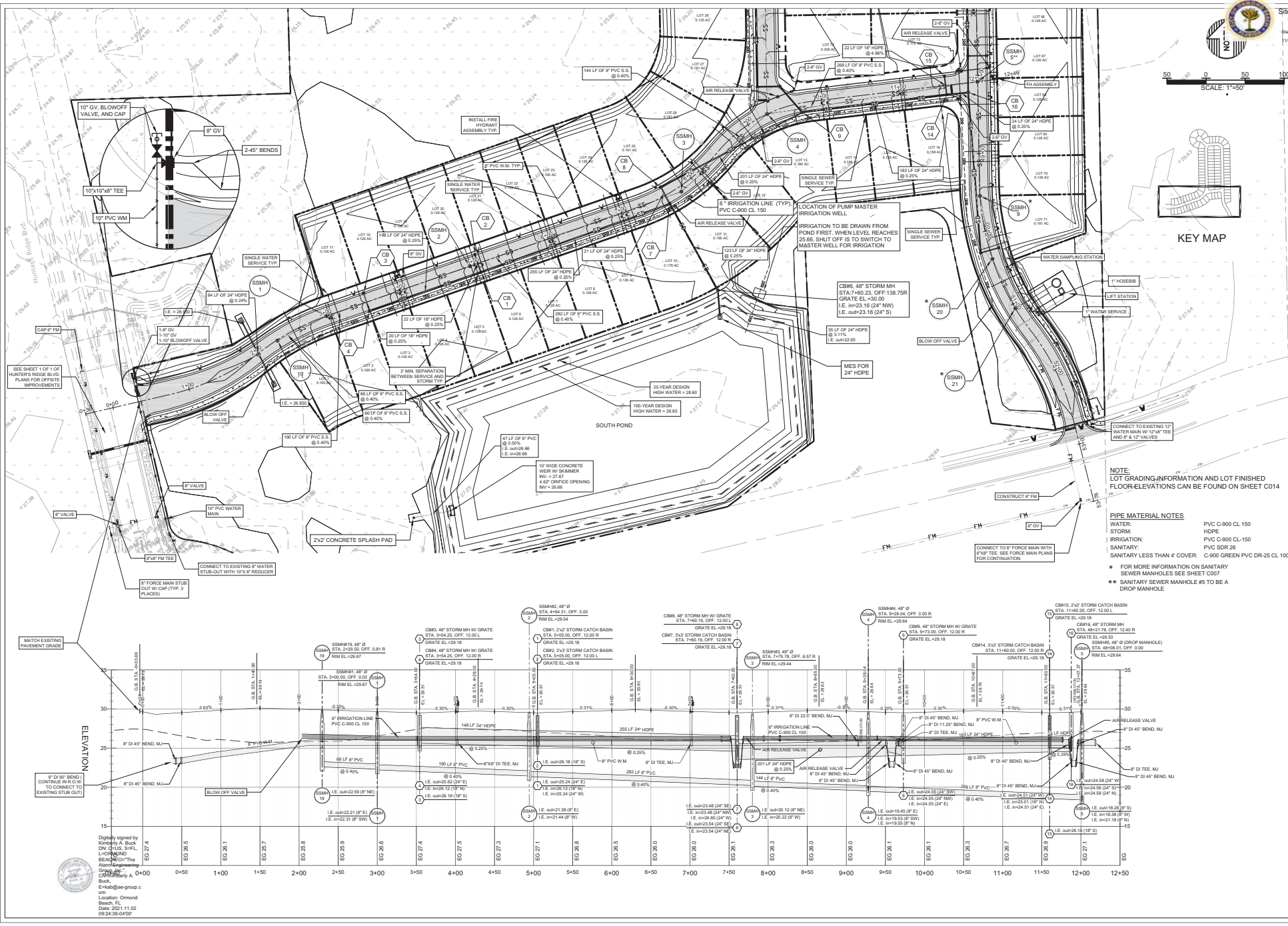
CELADINE SUBDIVISION @ HUNTER'S RIDGE
FLAGLER COUNTY, FL
UTILITY AND DRAINAGE PLAN & PROFILE

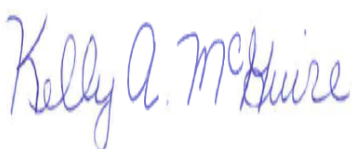
NO.	DATE	REVISION	BY
1	11/1/21	REVISED PER CITY COMMENTS	JAB
2	11/1/21	REVISED PER CITY COMMENTS	JAB
3	11/1/21	UPDATE VERSION OF DETAILS	KAB

DESIGNER	FILE	DATE	SCALE
KAB	1608-1	11/1/2016	AS NOTED

DRAWN BY	PROJECT
PNH	1608-1

SHEET
C005



Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.Y
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-25	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	Celedine Subdivision, Dedication of Easement (Utility)			
Budget Impact:	There is no direct budget impact as the result of the acceptance of an access, maintenance, and utility easement. The City shall have the maintenance costs associated with the water and sewer lines installed within the subdivision.			
Summary:	This is a request to accept an access, maintenance, and utility easement within Celedine in the Hunter's Ridge residential subdivision located in Flagler County's portion of the Hunter's Ridge DRI. Celedine contains 99 single-family lots on 39.83 acres.			
Recommended Action:	It is recommended that the City Commission approve the acceptance of an access, maintenance, and utility easement as shown in the attached resolution for the provision of utility services within Celedine located in the Hunter's Ridge – Flagler County DRI.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		12/19/2022		
Claire Whitley, Assistant City Manager		12/19/2022		
Joyce Shanahan, City Manager		12/20/2022		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: January 10, 2023
Subject: Celedine Subdivision, Dedication of Easement (Utility)
Commission Goal: Community Development - Other

Introduction

This is a request to accept an access, maintenance, and utility easement within the Celedine Subdivision (Celedine) in the Hunter's Ridge residential subdivision located in Flagler County's portion of the Hunter's Ridge Development of Regional Impact (DRI). Celedine contains 99 single-family lots on 39.83 acres.

Background

Hunter's Ridge is a DRI that is located within the City of Ormond Beach and Flagler County. In November of 2009, the City of Ormond Beach entered into an interlocal agreement for the provision of water and sewer services to the Flagler County portion of the Hunter's Ridge DRI. On November 7, 2017, the City Commission approved (1) a master utility plan for the Hunter's Ridge – Flagler County DRI service area and (2) a retail utility service agreement for Hunter's Ridge DRI Service Area (Flagler County). Celedine utility improvements were reviewed by the Site Plan Review Committee (SPRC) and approved on November 22, 2021 and a site utility construction permit was issued on June 24, 2022. The project is required to provide two easements: (1) an access, maintenance, and utility easement and (2) a lift station easement.

Discussion

The purpose of this item is for the City of Ormond Beach to accept easements for water and sewer facilities within Celedine. In a residential subdivision within the City, these easements would be dedicated on the final plat. However, because the project is located outside the City, it is necessary to obtain the water and sewer easements separate than the final plat, which is approved by Flagler County. The SPRC is in the process of inspecting the water and sewer improvements within Celadine. The project shall provide a one-year maintenance guarantee as required by the Land Development Code once the utility improvements are accepted by city staff.

Budget Impact

There is no direct budget impact as the result of the acceptance of an access, maintenance, and utility easement. The City shall have the maintenance costs associated with the water and sewer lines installed within the subdivision.

Citizen Impact

There is no direct citizen impact and the easement acceptance implements the interlocal agreement in 2009 that identified the City of Ormond Beach as the utility provider in the Flagler County portion of the Hunter's Ridge DRI.

Recommendation

It is recommended that the City Commission approve the acceptance of an access, maintenance, and utility easement as shown in the attached resolution for the provision of utility services within Celedine located in the Hunter's Ridge – Flagler County DRI.

Attachments:

1. 23-25 Utility - Celedine - Access, Maintenance and Utility Easement (P22-0220G)
2. Celedine Utility Easement (P22-0220G)
3. Exhibit A, Preliminary plat
4. Exhibit B, Easement
5. Celedine, selected sheets - cover, layout, utility

Approvals:



Kelly McGuire, Finance Director

Date: December 19, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022



Joyce Shanahan, City Manager

Date: December 20, 2022

RESOLUTION NO. 2023-25

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ACCESS, MAINTENANCE AND UTILITY EASEMENT FROM ADJ HUNTERS RIDGE, LLC, LOCATED IN THE “CELEDINE” SUBDIVISION, A PORTION OF THE HUNTER’S RIDGE DEVELOPMENT OF REGIONAL IMPACT (DRI) LOCATED IN FLAGLER COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on or about July 21, 2009, the City of Ormond Beach and Flagler County entered into an interlocal agreement for the provision by the City of water and waste water services to that portion of Hunter’s Ridge Development of Regional Impact that is located in the unincorporated territory of Flagler County (Hunter’s Ridge-Flagler County DRI Service Area), said interlocal agreement having been amended on November 16, 2009, and recorded at Book 6421, pages 2821-2829 in the Public Records of Volusia County, Florida; and

WHEREAS, the interlocal agreement provides that the City shall be the sole and exclusive provider of retail water and waste water services to customers in the Hunter’s Ridge-Flagler County DRI Service Area; and

WHEREAS, section 3 of the interlocal agreement authorizes the City to enter into a utility services agreement with the Hunter’s Ridge DRI developer regarding the construction of interconnecting pipelines and associated infrastructure, including the conveyance of same together with all necessary easements to enable the City to provide retail water and waste water services the DRI developer and customers in the Hunter’s Ridge-Flagler County DRI Service Area; and

WHEREAS, on August 16, 2016 the city commission approved Ordinance 2016-25 establishing the Hunter's Ridge-Flagler County DRI Water and Sewer Service Area, establishing rates for the provision of water and sewer services, establishing impact fees for connection to the City's utility system, and establishing requirements for connection to the City's utility system; and

WHEREAS, by Resolution 2017-216 the City Commission authorized and directed the execution of a Master Utility Plan and a Retail Utility Service Agreement for the Hunter's Ridge Development of Regional Impact (DRI) Service Area (Flagler County) (the "Agreement") regarding the construction and installation of a water distribution system and wastewater collection system for the Hunter's Ridge Development of Regional Impact (DRI) Service Area in Flagler County, and

WHEREAS, ADJ Hunters Ridge, LLC, a Florida limited liability company, has purchased the Celedine subdivision from U.S. Capital Alliance, LLC, a Florida limited liability company, within the Hunter's Ridge DRI in Flagler County, that included an approved site plan authorized by the Ormond Beach Site Plan Review Committee for utility connections, and

WHEREAS, the Celedine subdivision ("the Project") consists of 39.83± acres of real property located north of Airport Road, Flagler County Property Appraiser parcel number 22-14-31-0000-01010-0091 (formerly Flagler County Property Appraiser parcel number 22-14-31-0000-01010-0090), and

WHEREAS, the City agrees that its use of the easements to be granted, dedicated and/or conveyed shall be utilized for the purposes described in the Agreement, now therefore,

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

SECTION ONE. The foregoing recitals are incorporated herein by reference and adopted as legislative findings in support of the matters set forth in this Resolution and made a part thereof.

SECTION TWO. The City Commission hereby approves and accepts an Access, Maintenance and Utility Easement (“Easement”) from ADJ Hunters Ridge, LLC, a Florida limited liability company, the property owner, to permit the City of Ormond Beach access to maintain the wastewater system located on property within the Celedine Subdivision, a portion of the Hunter’s Ridge DRI, and legally described and depicted in the attached Easement, a copy of which is attached hereto and incorporated herein by reference.

SECTION THREE. The City Clerk is hereby directed to record in the public records of Flagler County and Volusia County, Florida, a certified copy of this Resolution, and the executed original Easement, at the expense of ADJ Hunters Ridge, LLC, a Florida limited liability company, the property owner.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:

RANDAL A. HAYES, ESQUIRE

Florida Bar No. 0747157

173 South Beach Street

Post Office Box 277

Ormond Beach, FL 32175

Location: Celedine Subdivision

Flagler County Property Appraiser Parcel Number 22-14-31-0000-01010-0091

(formerly Flagler County Property Appraiser Parcel Number 22-14-31-0000-01010-0090)

ACCESS, MAINTENANCE AND UTILITY EASEMENT

THIS ACCESS, MAINTENANCE AND UTILITY EASEMENT ("Easement") is made and entered into as of the _____ day of _____, _____ by and between **ADJ HUNTERS RIDGE, LLC**, a Florida limited liability company, whose post office address is 444 Seabreeze Boulevard, Suite 805, Daytona Beach, Florida, 32118("Grantor") and the **CITY OF ORMOND BEACH**, A Florida municipal corporation, and its successors and assigns, whose mailing address is Post Office Box 277, Ormond Beach, Volusia County, Florida 32175 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property to be known as "Celedine", a portion of the Hunter's Ridge Development of Regional Impact ("DRI"), located in Flagler County, Florida and Volusia County, Florida as more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor is developing the Property subject to the authority of the County of Flagler; and

WHEREAS, Grantor is permitted to initiate certain improvements on the Property prior to the recording of a plat; and

WHEREAS, the Property is within Grantee's utility service area and the Grantee is therefor the provider of potable water and sewer services to the Property; and

WHEREAS, the Grantee has requested, and Grantor has agreed to grant and convey to the Grantee a non-exclusive perpetual access, maintenance, and utility easement over a portion of the Property more particularly described and depicted on Exhibit "B", attached hereto and by incorporated herein (the "Easement Area").

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. The above recitals are true and correct, form a material part of this Easement Agreement and are incorporated herein by reference.

Section 2. Grantor hereby gives, grants, bargains, sells and conveys to the Grantee, its successors and assigns, a non-exclusive perpetual access, maintenance, and utility easement over, upon, beneath and across the Easement Area in order to utilize the Easement Area for the provision of potable water and sewer services to the Property. This includes the right of installation, maintenance and repair or modification of any and all necessary facilities or equipment related thereto. This includes the right of installation, maintenance and repair or modification of any and all necessary facilities or equipment related hereto.

Section 3. Grantor hereby warrants and guarantees to the Grantee that the Grantor has fee title to the Property and Easement Area, subject to easements, reservations, restrictions and right-of-way previously recorded, if any, and that the Grantor has the full power and authority to grant this easement as to the Easement Area.

Section 4. Grantee's use of the Easement Area shall be subject to the terms, conditions and limitations of all permits and approvals issued by governmental entities having jurisdiction over the improvements to be constructed in the Easement Area.

Section 5. This Easement is non-exclusive, and the Grantor reserves to itself, its successors and assigns, the non-exclusive right to use the Easement Area. Each party shall use the rights granted and reserved by this Easement Agreement with due regard to the rights of the other parties to use and enjoy the Easement Area.

Section 6. This Easement Agreement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with the Property.

Section 7. This Easement may be modified or amended only upon the mutual written consent of the Grantor and the Grantee, or their respective express successors and assigns.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the date listed below.

Dated: _____

Signed, sealed and delivered in
the presence of:

“GRANTOR”
ADJ HUNTERS RIDGE, LLC
a Florida limited liability company

Witness #1:

Signature: _____

Print Name: _____

ANAND JOBALIA
Manager

Witness #2

Signature: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____ by **ANAND JOBALIA**, as Manager of **ADJ HUNTERS RIDGE, LLC**, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

[Seal]

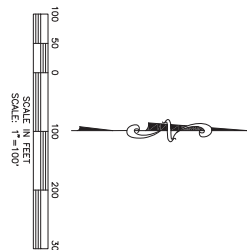
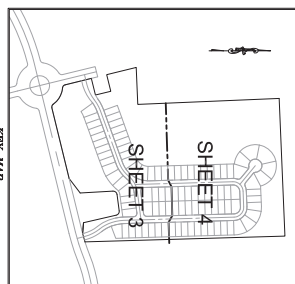
Notary Public

Print Name: _____

My Commission No: _____

My Commission expires: _____

[illegible]Page 324 of 1279

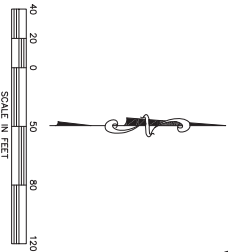


Legend and Abbreviations

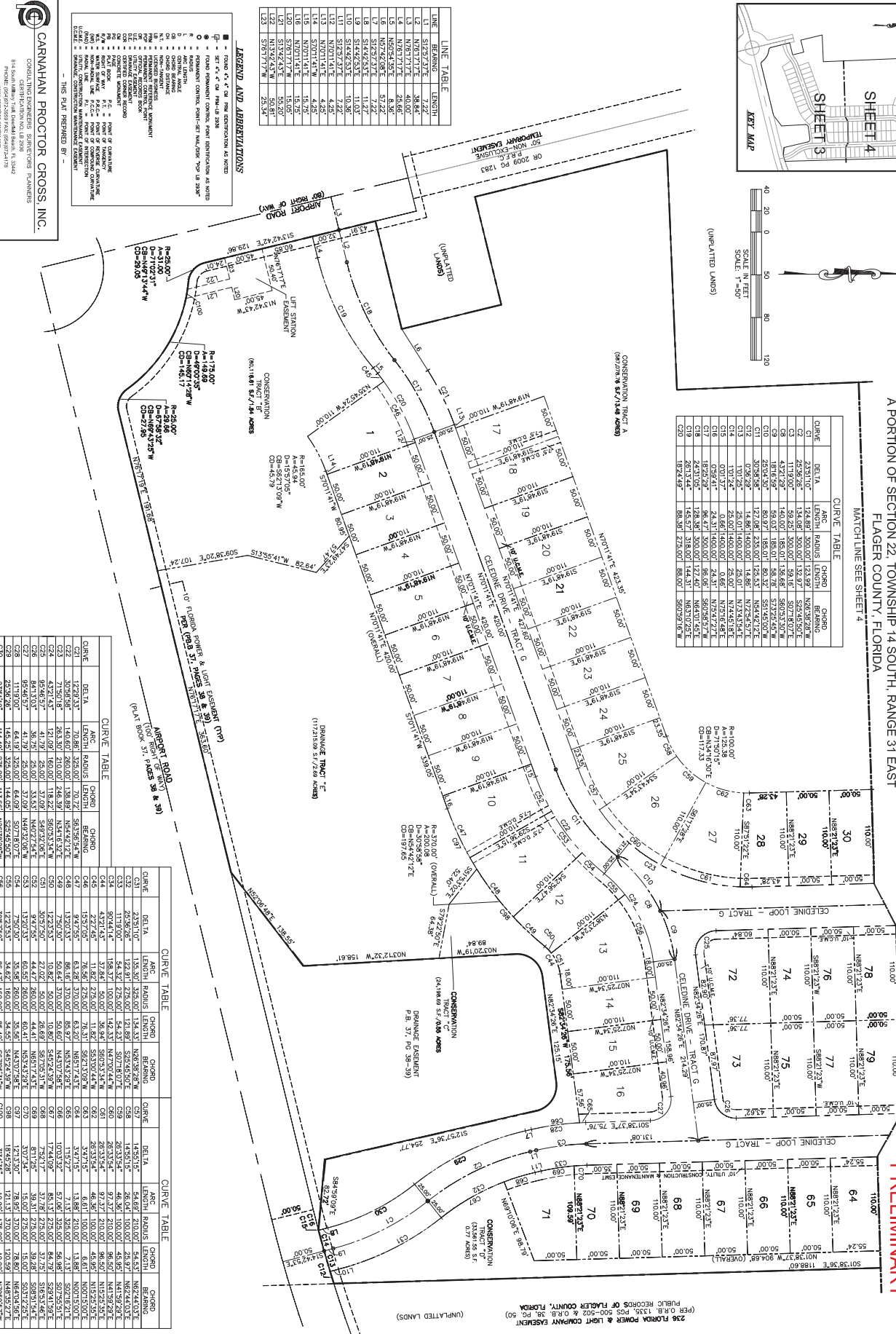
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□ FOUND 1% OR MORE BUT LESS THAN 5%
○ FOUND PERMANENT CONTAMINATION (RECOVERY NOTED)
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3. P. PLEAD
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357. BA. BARIUM
358. AL

— THIS PLAT PREPARED BY

 **CARNAHAN PROCTOR CROSS, INC.**
CONSULTING ENGINEERS SURVEYORS PLANNERS
CERTIFICATION NO. LB 2936



	CONV.	ANGLE	BEAMS	
GAZE	DELTA	ENLTH	RADIUS	
C1	23.51-107	15.48-86	500.00-15.97	50.58-28.78
C2	25.36-107	15.48-86	500.00-15.97	50.58-28.78
C3	25.36-107	15.48-86	500.00-15.97	50.58-28.78
C4	42.71-92	18.01-86	18.01-18.66	50.58-28.78
C5	18.16-92	18.01-86	18.01-18.66	50.58-28.78
C6	18.16-92	18.01-86	18.01-18.66	50.58-28.78
C7	30.58-92	12.88-100	23.00-12.53	50.58-28.78
C8	30.58-92	12.88-100	23.00-12.53	50.58-28.78
C9	10.17-92	12.88-100	23.00-12.53	50.58-28.78
C10	10.17-92	12.88-100	23.00-12.53	50.58-28.78
C11	0.66-100	0.66-100	0.66-100	50.58-28.78
C12	0.66-100	0.66-100	0.66-100	50.58-28.78
C13	0.66-100	0.66-100	0.66-100	50.58-28.78
C14	0.66-100	0.66-100	0.66-100	50.58-28.78
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C16	0.66-100	0.66-100	0.66-100	50.58-28.78
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C18	0.66-100	0.66-100	0.66-100	50.58-28.78
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C84	0.66-100	0.66-100	0.66-100	50.58-28.78
C85	0.66-100	0.66-100	0.66-100	50.58-28.78
C86	0.66-100	0.66-100	0.66-100	50.58-28.78
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C95	0.66-100	0.66-100	0.66-100	50.58-28.78
C96	0.66-100	0.66-100	0.66-100	50.58-28.78
C97	0.66-100	0.66-100	0.66-100	50.58-28.78
C98	0.66-100	0.66-100	0.66-100	50.58-28.78
C99	0.66-100	0.66-100	0.66-100	50.58-28.78
C100	0.66-100	0.66-100	0.66-100	50.58-28.78



CURVE TABLE				
CURVE	DATA	TIME	STATUS	CHARGE
G21	1129.83	70.86	325.00	10.12
G22	3035.95	84.84	280.00	58.593-5.8
G23	3035.95	84.84	280.00	138.69
G24	2135.91	86.33	20.00	248.99
G25	8435.97	41.79	28.00	54.937-6.7
G26	8435.91	36.75	28.00	54.937-6.7
G27	8435.91	36.75	28.00	54.937-6.7
G28	2535.92	144.51	325.00	64.05
G29	2535.92	144.51	325.00	50.71-8.07
G30	2535.92	144.51	325.00	50.71-8.07

CURVE TABLE			
Curve	Area	Per Cent	Grade
C31	2293.76	122.91	15.83
C32	2926.26	158.81	19.85
C33	3419.74	188.74	23.87
C34	3797.84	207.67	27.89
C35	4179.54	226.60	31.91
C36	4554.84	245.53	35.93
C37	4933.74	264.46	39.95
C38	5316.24	283.39	43.97
C39	5692.34	302.32	47.99
C40	6072.04	321.25	52.01
C41	6455.34	340.18	56.03
C42	6842.24	359.11	60.05
C43	7232.74	378.04	64.07
C44	7626.84	396.97	68.09
C45	8024.54	415.90	72.11
C46	8425.84	434.83	76.13
C47	8830.74	453.76	80.15
C48	9239.24	472.69	84.17
C49	9651.34	491.62	88.19
C50	10067.04	510.55	92.21
C51	10486.34	529.48	96.23
C52	10909.24	548.41	100.25
C53	11335.74	567.34	104.27
C54	11765.84	586.27	108.29
C55	12199.54	605.20	112.31
C56	12636.84	624.13	116.33
C57	13077.74	643.06	120.35
C58	13522.24	661.99	124.37
C59	13970.34	680.92	128.39
C60	14422.04	700.00	132.41
C61	14877.34	719.03	136.43
C62	15336.24	738.06	140.45
C63	15798.74	757.09	144.47
C64	16264.84	776.12	148.49
C65	16734.54	795.15	152.51
C66	17207.84	814.18	156.53
C67	17684.74	833.21	160.55
C68	18165.24	852.24	164.57
C69	18649.34	871.27	168.59
C70	19137.04	890.30	172.61
C71	19628.34	909.33	176.63
C72	20123.24	928.36	180.65
C73	20621.74	947.39	184.67
C74	21123.84	966.42	188.69
C75	21629.54	985.45	192.71
C76	22138.84	1004.48	196.73
C77	22651.74	1023.51	200.75
C78	23168.24	1042.54	204.77
C79	23688.34	1061.57	208.79
C80	24212.04	1080.60	212.81
C81	24739.34	1100.00	216.83
C82	25270.24	1119.03	220.85
C83	25804.74	1138.06	224.87
C84	26342.84	1157.09	228.89
C85	26884.54	1176.12	232.91
C86	27429.84	1195.15	236.93
C87	27978.74	1214.18	240.95
C88	28531.24	1233.21	244.97
C89	29087.34	1252.24	248.99
C90	29647.04	1271.27	253.01
C91	30210.34	1290.30	257.03
C92	30777.24	1309.33	261.05
C93	31347.74	1328.36	265.07
C94	31921.84	1347.39	269.09
C95	32500.54	1366.42	273.11
C96	33082.84	1385.45	277.13
C97	33668.74	1404.48	281.15
C98	34258.24	1423.51	285.17
C99	34851.34	1442.54	289.19
C100	35448.04	1461.57	293.21

CITY		ARC		TABLE	
50/95	95/95	ARC	TABLE	50/95	95/95
C57	1450/15	56.65	210.07	55.37	1862/44.03E
C58	1450/15	56.65	100.07	55.37	1862/44.03E
C59	2033/34E	79.37	210.07	78.07	1917/29.7E
C60	2033/34E	79.37	100.07	78.07	1917/29.7E
C61	2033/34E	97.37	210.07	96.07	1917/29.7E
C62	2033/34E	97.37	100.07	96.07	1917/29.7E
C63	1003/35E	46.85	100.07	45.95	1807/50.0E
C64	324/15E	13.85	100.07	13.85	1807/50.0E
C65	1147/27	71.35	924.07	71.35	5021/21.2E
C66	1003/35E	46.85	200.07	46.35	1807/50.0E
C67	1003/35E	58.85	200.07	58.35	1807/50.0E
C68	754/17	37.85	212.07	37.35	5195/46.7E
C69	817/25E	37.85	212.07	37.35	5195/46.7E
C70	817/25E	37.85	100.07	37.35	5195/46.7E
C71	1423/30E	72.15	325.07	70.60	1862/44.03E
C72	1423/30E	72.15	325.07	70.60	1862/44.03E
C73	1423/30E	72.15	100.07	70.60	1862/44.03E

236 FLORIDA POWER & LIGHT COMPANY EASEMENT
PER O.R.B. 1355, PGS 500-502 & O.R.B. 38, PG. 50)
PUBLIC RECORDS OF PALMER COUNTY, FLORIDA



SKETCH AND DESCRIPTION ROADWAY

EXHIBIT "B"

Page 1 of 3

CELEDINE AT HUNTER'S RIDGE LOCATED IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA ***THIS IS NOT A BOUNDARY SURVEY***

DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, IN FLAGLER COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22, THENCE N 87°37'10" E ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 1936.32 FEET, TO THE INTERSECTION WITH THE CENTERLINE OF AIRPORT ROAD (EXTENDED) PER PLAT BOOK 37 PAGE 38, FLAGLER COUNTY RECORDS; ALONG SAID CENTERLINE (EXTENDED), S 13°42'42" E, A DISTANCE OF 1533.62 FEET; DEPARTING SAID CENTERLINE, N 76°17'18" E, A DISTANCE OF 40.00 FEET TO THE EAST LINE OF AIRPORT ROAD, AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE, N 13°42'42" W, A DISTANCE OF 75.91 FEET; THENCE; DEPARTING SAID EAST LINE, N 76°17'18" E, A DISTANCE OF 130.00 FEET; THENCE, N 57°42'12" E, A DISTANCE OF 57.23 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 12°29'33", AND A CHORD BEARING AND DISTANCE OF N 63°56'54" E, 70.72 FEET; THENCE, ALONG ARC OF SAID CURVE 70.86 FEET; THENCE, N 70°11'41" E, A DISTANCE OF 427.60 FEET; THENCE ALONG A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 71°50'18", AND A CHORD BEARING AND DISTANCE OF N 34°16'32" E, 246.39 FEET; THENCE, ALONG ARC OF SAID CURVE 263.30 FEET; THENCE, N 01°38'37" W, A DISTANCE OF 635.59 FEET; THENCE ALONG A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 19°48'53", AND A CHORD BEARING AND DISTANCE OF N 08°15'49" E, 34.41 FEET; THENCE, ALONG ARC OF SAID CURVE 34.58 FEET; THENCE WITH A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 68°30'56", AND A CHORD BEARING AND DISTANCE OF N 16°05'13" W, 28.15 FEET; THENCE, ALONG ARC OF SAID CURVE 29.90 FEET; THENCE, N 50°20'41" W, A DISTANCE OF 86.93 FEET; THENCE ALONG A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 48°11'36", AND A CHORD BEARING AND DISTANCE OF N 74°26'29" W, 20.41 FEET; THENCE, ALONG ARC OF SAID CURVE 21.03 FEET; THENCE WITH A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 276°23'11", AND A CHORD BEARING AND DISTANCE OF N 39°39'19" E, 66.67 FEET; THENCE, ALONG ARC OF SAID CURVE 241.22 FEET; THENCE WITH A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 48°11'36", AND A CHORD BEARING AND DISTANCE OF S 26°14'53" E, 20.41 FEET; THENCE, ALONG ARC OF SAID CURVE 21.03 FEET; THENCE, S 50°20'41" E, A DISTANCE OF 90.62 FEET; THENCE ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 64°17'39", AND A CHORD BEARING AND DISTANCE OF S 82°29'30" E, 26.60 FEET; THENCE, ALONG ARC OF SAID CURVE 28.05 FEET; THENCE WITH A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 22°15'28", AND A CHORD BEARING AND DISTANCE OF N 76°29'25" E, 38.60 FEET; THENCE, ALONG ARC OF SAID CURVE 38.85 FEET; THENCE, N 87°37'09" E, A DISTANCE OF 120.01 FEET; THENCE ALONG A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 90°44'14", AND A CHORD BEARING AND DISTANCE OF S 47°00'44" E, 142.33 FEET; THENCE, ALONG ARC OF SAID CURVE 158.37 FEET; THENCE, S 01°38'37" E, A DISTANCE OF 839.68 FEET; THENCE ALONG A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 11°19'00", AND A CHORD BEARING AND DISTANCE OF S 07°18'07" E, 54.23 FEET; THENCE, ALONG ARC OF SAID CURVE 54.32 FEET; THENCE, S 12°57'37" E, A DISTANCE OF 7.22 FEET; THENCE ALONG A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 25°36'26", AND A CHORD BEARING AND DISTANCE OF S 25°45'50" E, 121.89 FEET; THENCE, ALONG ARC OF SAID CURVE 122.91 FEET; THENCE WITH A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 23°51'10", AND A CHORD BEARING AND DISTANCE OF S 26°38'28" E, 134.33 FEET; THENCE, ALONG ARC OF SAID CURVE 135.30 FEET; THENCE, S 14°42'53" E, A DISTANCE OF 10.36 FEET, TO THE NORTH LINE OF AIRPORT ROAD; ALONG SAID NORTH LINE, A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1400.00 FEET, A CENTRAL ANGLE OF 02°02'48", AND A CHORD BEARING AND DISTANCE OF S 74°14'38" W, 50.01 FEET; THENCE, ALONG ARC OF SAID CURVE 50.01 FEET; THENCE, DEPARTING SAID NORTH LINE, N 14°42'53" W, A DISTANCE OF 11.27 FEET; THENCE ALONG A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 23°51'10", AND A CHORD BEARING AND DISTANCE OF N 26°38'28" W, 113.66 FEET; THENCE, ALONG ARC OF SAID CURVE 114.49 FEET; THENCE WITH A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 25°36'26", AND A CHORD BEARING AND DISTANCE OF N 25°45'50" W, 144.05 FEET; THENCE, ALONG ARC OF SAID CURVE 145.25 FEET; THENCE, N 12°54'59" W, A DISTANCE OF 7.22 FEET; THENCE ALONG A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 11°19'00", AND A CHORD BEARING AND DISTANCE OF N 07°18'07" W, 64.09 FEET; THENCE, ALONG ARC OF SAID CURVE 64.19 FEET; THENCE, N 01°38'37" W, A DISTANCE OF 75.76 FEET; THENCE ALONG A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 95°46'57", AND A CHORD BEARING AND DISTANCE OF N 49°32'06" W, 37.09 FEET; THENCE, ALONG ARC OF SAID CURVE 41.79 FEET; THENCE, S 82°34'26" W, A DISTANCE OF 158.96 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 43°21'43", AND A CHORD BEARING AND DISTANCE OF S 60°53'34" W, 118.22 FEET; THENCE, ALONG ARC OF SAID CURVE 121.09 FEET; THENCE WITH A REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 30°58'58", AND A CHORD BEARING AND DISTANCE OF S 54°42'12" W, 138.89 FEET; THENCE, ALONG ARC OF SAID CURVE 140.60 FEET; THENCE, S 70°11'41" W, A DISTANCE OF 420.00 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 18°24'49", AND A CHORD BEARING AND DISTANCE OF S 60°59'16" W, 88.00 FEET; THENCE, ALONG ARC OF SAID CURVE 88.38 FEET; THENCE, S 50°54'35" W, A DISTANCE OF 8.36 FEET; THENCE ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 318.00 FEET, A CENTRAL ANGLE OF 26°13'44", AND A CHORD BEARING AND DISTANCE OF S 63°10'25" W, 144.31 FEET; THENCE, ALONG ARC OF SAID CURVE 145.57 FEET; THENCE, S 76°18'34" W, A DISTANCE OF 25.66 FEET, TO THE POINT OF BEGINNING.

LESS & EXCEPT:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22, THENCE NORTH 87°37'10" EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 1936.32 FEET, TO THE INTERSECTION WITH THE CENTERLINE OF AIRPORT ROAD (EXTENDED) PER PLAT BOOK 37 PAGE 38, FLAGLER COUNTY RECORDS; ALONG SAID CENTERLINE (EXTENDED), SOUTH 13°42'42" EAST, A DISTANCE OF 1533.62 FEET; DEPARTING SAID CENTERLINE, NORTH 76°17'18" EAST, A DISTANCE OF 40.00 FEET TO THE EAST LINE OF AIRPORT ROAD, THENCE ALONG SAID EAST LINE, N 13°42'42" W, A DISTANCE OF 75.91 FEET; THENCE; DEPARTING SAID EAST LINE, N 76°17'18" E, A DISTANCE OF 130.00 FEET; THENCE, N 57°42'12" E, A DISTANCE OF 57.23 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 12°29'33", AND A CHORD BEARING AND DISTANCE OF N 63°56'54" E, 70.72 FEET; THENCE, ALONG ARC OF SAID CURVE 70.86 FEET; THENCE, N 70°11'41" E, A DISTANCE OF 427.60 FEET; THENCE ALONG A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 71°50'18", AND A CHORD BEARING AND DISTANCE OF N 34°16'32" E, 246.39 FEET; THENCE, ALONG ARC OF SAID CURVE 263.30 FEET; THENCE, N 01°38'37" W, A DISTANCE OF 635.59 FEET; THENCE, N 88°21'23" E, A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING; THENCE ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°15'46", AND A CHORD BEARING AND DISTANCE OF N 42°59'16" E, 70.25 FEET; THENCE, ALONG ARC OF SAID CURVE 77.90 FEET; THENCE, N 87°37'09" E, A DISTANCE OF 120.01 FEET; THENCE ALONG A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°44'14", AND A CHORD BEARING AND DISTANCE OF S 47°00'44" E, 71.16 FEET; THENCE, ALONG ARC OF SAID CURVE 79.18 FEET; THENCE, S 01°38'37" E, A DISTANCE OF 663.41 FEET; THENCE ALONG A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 64°13'03", AND A CHORD BEARING AND DISTANCE OF S 40°27'54" W, 33.53 FEET; THENCE, ALONG ARC OF SAID CURVE 36.75 FEET; THENCE, S 82°34'26" W, A DISTANCE OF 170.87 FEET; THENCE ALONG A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 95°46'57", AND A CHORD BEARING AND DISTANCE OF N 49°32'06" W, 37.09 FEET; THENCE, ALONG ARC OF SAID CURVE 41.79 FEET; THENCE, N 01°38'37" W, A DISTANCE OF 679.08 FEET, TO THE POINT OF BEGINNING.

SAID ROADWAY SITUATE AND BEING IN FLAGLER COUNTY, FLORIDA AND CONTAINS 4.291 ACRES, MORE OR LESS.

NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON N 87°37'10" W FOR THE NORTH LINE OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.
2. THIS IS A SKETCH OF A LEGAL DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.
3. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND OR OWNERSHIP WERE NOT FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN DONE BY THIS OFFICE.
4. THIS SKETCH IS "NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A PROFESSIONAL FLORIDA SURVEYOR AND MAPPER".
5. THIS SKETCH CONSIST OF 3 SHEETS. SEE SHEET 1 FOR DESCRIPTION. SEE SHEET 2 FOR SKETCH OF DESCRIPTION. SEE SHEET 3 FOR LINE AND CURVE DATA TABLES.

CERTIFIED TO:

DR Horton, Inc.
U.S. Capital Alliance, LLC
City of Ormond Beach

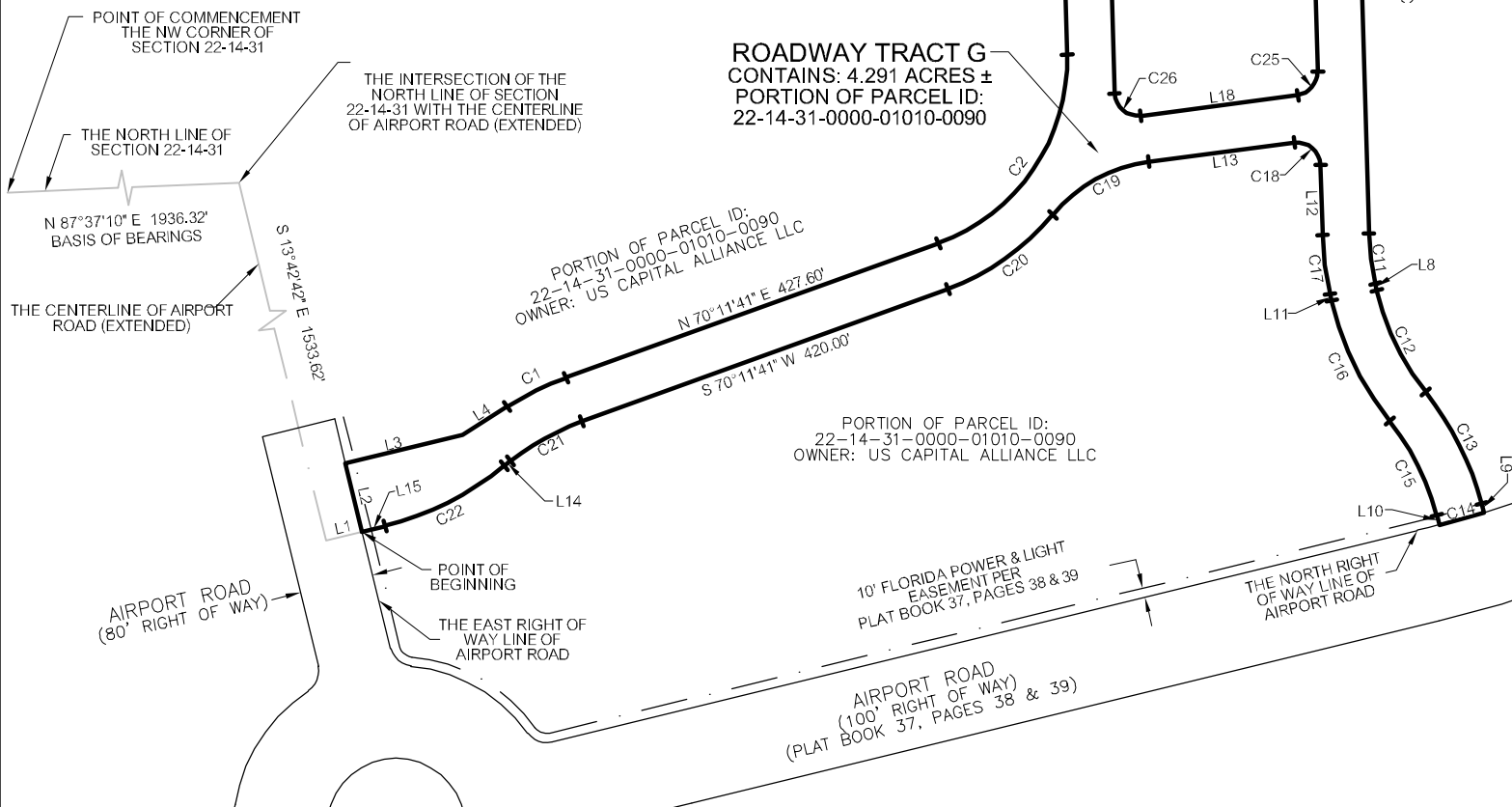
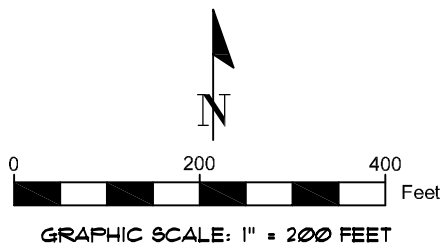
DRAWN BY: M.G.M.	FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LICENSE NO. PSM 6547
CHECKED BY: T.R.B.	FLORIDA PROFESSIONAL SURVEYOR AND MAPPER BUSINESS LICENSE NO. L.B. 8326
SURVEY DATE: N/A	NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
FIELD BOOK: N/A	THOMAS R. BON
REVISION: N/A	
PROJECT NUMBER: 22-034	4-12-2022
	PROFESSIONAL SURVEYOR AND MAPPER

LANDGARD, LLC
LAND SURVEYING & MAPPING
10065 N.W. 136TH DRIVE
ALACHUA, FLORIDA 32615
PHONE: 352.493.0640
Licensed Business No. 8326

SHEET NUMBER:
1 OF 3

SKETCH AND DESCRIPTION ROADWAY

CELEDINE AT HUNTER'S RIDGE
LOCATED IN SECTION 22, TOWNSHIP 14 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA
THIS IS NOT A BOUNDARY SURVEY



- NOTES:
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CERTIFIED TO:
SEE SHEET 1 OF 3

DRAWN BY: M.G.M.	FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LICENSE NO. PSM 6547	LANDGARD, LLC LAND SURVEYING & MAPPING 10065 N.W. 136TH DRIVE ALACHUA, FLORIDA 32615 PHONE: 352.493.0640 Licensed Business No. 8326	SHEET NUMBER: 2 OF 3
CHECKED BY: T.R.B.	FLORIDA PROFESSIONAL SURVEYOR AND MAPPER BUSINESS LICENSE NO. L.B. 8326		
SURVEY DATE: N/A	NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.		
FIELD BOOK: N/A	THOMAS R. BON	SEE SHEET 1 OF 3	PROFESSIONAL SURVEYOR AND MAPPER
REVISION: N/A			
PROJECT NUMBER: 22-034			

SKETCH AND DESCRIPTION
ROADWAY
CELEDINE AT HUNTER'S RIDGE
LOCATED IN SECTION 22, TOWNSHIP 14 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA
*****THIS IS NOT A BOUNDARY SURVEY*****

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N 76°17'18" E	40.00'
L2	N 13°42'42" W	75.91'
L3	N 76°17'18" E	130.00'
L4	N 57°42'12" E	57.23'
L5	N 50°20'41" W	86.93'
L6	S 50°20'41" E	90.62'
L7	N 87°37'09" E	120.01'
L8	S 12°57'37" E	7.22'
L9	S 14°42'53" E	10.36'
L10	N 14°42'53" W	11.27'
L11	N 12°54'59" W	7.22'
L12	N 1°38'37" W	75.76'
L13	S 82°34'26" W	158.96'
L14	S 50°54'35" W	8.36'
L15	S 76°18'34" W	25.66'
L16	N 88°21'23" E	50.00'
L17	N 87°37'09" E	120.01'
L18	S 82°34'26" W	170.87'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	70.86'	325.00'	12°29'33"	35.57'	N 63°56'54" E	70.72'
C2	263.30'	210.00'	71°50'18"	152.12'	N 34°16'32" E	246.39'
C3	34.58'	100.00'	19°48'53"	17.47'	N 8°15'49" E	34.41'
C4	29.90'	25.00'	68°30'56"	17.03'	N 16°05'13" W	28.15'
C5	21.02'	25.00'	48°11'36"	11.18'	N 74°26'29" W	20.41'
C6	241.18'	50.00'	276°23'11"	44.73'	N 39°39'19" E	66.67'
C7	21.02'	25.00'	48°11'36"	11.18'	S 26°14'53" E	20.41'
C8	28.05'	25.00'	64°17'39"	15.71'	S 82°29'30" E	26.60'
C9	38.84'	100.00'	22°15'28"	19.67'	N 76°29'25" E	38.60'
C10	158.37'	100.00'	90°44'14"	101.30'	S 47°00'44" E	142.33'
C11	54.32'	275.00'	11°19'00"	27.25'	S 7°18'07" E	54.23'
C12	122.91'	275.00'	25°36'26"	62.50'	S 25°45'50" E	121.89'
C13	135.31'	325.00'	23°51'10"	68.65'	S 26°38'28" E	134.33'
C14	50.01'	1400.00'	2°02'48"	25.01'	S 74°14'36" W	50.01'
C15	114.48'	275.00'	23°51'10"	58.08'	N 26°38'28" W	113.66'
C16	145.26'	325.00'	25°36'28"	73.86'	N 25°45'50" W	144.05'
C17	64.19'	325.00'	11°19'02"	32.20'	N 7°18'07" W	64.09'
C18	41.79'	25.00'	95°46'57"	27.65'	N 49°32'06" W	37.09'
C19	121.09'	160.00'	43°21'43"	63.61'	S 60°53'34" W	118.22'
C20	140.60'	260.00'	30°58'58"	72.06'	S 54°42'12" W	138.89'
C21	88.38'	275.00'	18°24'49"	44.57'	S 60°59'16" W	88.00'
C22	145.58'	318.00'	26°13'44"	74.09'	S 63°10'25" W	144.31'
C23	77.89'	50.00'	89°15'46"	49.35'	N 42°59'16" E	70.25'
C24	79.18'	50.00'	90°44'14"	50.64'	S 47°00'44" E	71.16'
C25	36.75'	25.00'	84°13'03"	22.60'	S 40°27'54" W	33.53'
C26	41.79'	25.00'	95°46'57"	27.65'	N 49°32'06" W	37.09'

NOTES:
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CERTIFIED TO:
SEE SHEET 1 OF 3

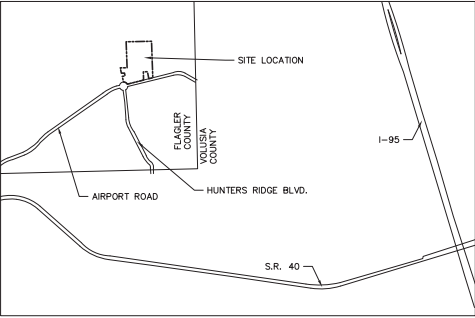
DRAWN BY: M.G.M.	FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LICENSE NO. PSM 6547
CHECKED BY: T.R.B.	FLORIDA PROFESSIONAL SURVEYOR AND MAPPER BUSINESS LICENSE NO. L.B. 8326
SURVEY DATE: N/A	NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
FIELD BOOK: N/A	THOMAS R. BON
REVISION: N/A	SEE SHEET 1 OF 3
PROJECT NUMBER: 22-034	PROFESSIONAL SURVEYOR AND MAPPER

LANDGARD, LLC
LAND SURVEYING & MAPPING
10065 N.W. 136TH DRIVE
ALACHUA, FLORIDA 32615
PHONE: 352.493.0640
Licensed Business No. 8326

CELADINE SUBDIVISION @ HUNTER'S RIDGE

FLAGLER COUNTY, FL

LOCATION MAP (N.T.S.)



TAX PARCEL ID NUMBER: 22-14-31-0000-01010-0090

SOILS MAP



3: SAMSULA AND HONTON SOILS
8: HICORIA, RIVERA, AND GATOR SOILS
12: PLACID, BINSINGER, AND ST. JOHNS SOILS
14: PINEDA FINE SAND
16: MALABAR FINE SAND
40: POMONA FINE SAND

SOIL GROUP A/D
SOIL GROUP C/D
SOIL GROUP C/D
SOIL GROUP A/D
SOIL GROUP B/D

OWNER:
U.S. CAPITAL ALLIANCE, LLC
880 AIRPORT RD., SUITE 113
ORMOND BEACH, FL 32174
732-552-5154
EMAIL: JBEREN@HUNTERSRIIDGEFL.COM

ENGINEER:
THE ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
880 AIRPORT RD. STE. 113
ORMOND BEACH, FL 32174
PH. (386) 673-7640 FAX: (386) 673-3927
EMAIL: KAB@AE-GROUP.COM

SURVEYOR:
CARNAHAN PROCTOR & CROSS, INC.
220 CHARLES ST, STE A
PORT ORANGE, FL 32174
PH. (321) 241-6909
EMAIL: PETER.JOHNSON@CARNAHAN-PROCTOR.COM

ENVIRONMENTALIST:
ENVIRONMENTAL SERVICES, INC.
7220 FINANCIAL WAY, STE. 100
JACKSONVILLE, FLORIDA 32256
PH. (904) 470-2200
EMAIL: JBRINSON@ESINCC.COM

LANDSCAPE ARCHITECT:
STERN DESIGN GROUP
1685 PROMENADE CIRCLE
PORT ORANGE, FLORIDA 32129
PH. (386) 788-3788
EMAIL: JANSTERN@STERNDESIGNGROUP.COM

SITE DATA:

FLOOD ZONE:	X - MAP 12035C0345 D REV. 07/17/2005
CONVEY:	PLD - PLANNED UNIT DEVELOPMENT
FUTURE LAND USE:	MIXED USE: LOW INTENSITY, LOW/MEDIUM DENSITY
EXISTING USE:	VACANT
SITE AREA:	1,734,784 SF (39.83 AC)
PROPOSED IMPERVIOUS SURFACE:	137,337 SF (3.15 AC) = 7.9%
PROPOSED PAVEMENT SURFACE:	1,597,447 SF (36.88 AC) = 92.1%
TOTAL AREA:	1,734,784 SF (39.83 AC) = 100%

PROPOSED USES:

SINGLE FAMILY SUBDIVISION/RESIDENTIAL

STATEMENT OF INTENT

TO CONSTRUCT A PLANNED RESIDENTIAL DEVELOPMENT WITH ASSOCIATED UTILITY INFRASTRUCTURE.

GENERAL NOTES:

- CONTRACTOR SHALL VERIFY ALL PERTINENT FEATURES WHICH MAY AFFECT HIS BID PRIOR TO BIDDING THE PROJECT. DISCREPANCIES NOTED DURING CONSTRUCTION WILL NOT BE CONSIDERED CAUSE FOR EXTRA PAYMENT ON ANY OF THE PAY ITEMS IN THE CONTRACT.
- UTILITIES MAY EXIST WHICH ARE NOT SHOWN ACCURATELY ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL UTILITY LOCATIONS PRIOR TO ANY CONSTRUCTION.
- CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DESIGN ENGINEER, THE CITY OF ORMOND BEACH, AND THE FLAGLER COUNTY DEVELOPMENT ENGINEER OF ANY DISCREPANCIES FOUND ON THE PLANS.
- ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE COUNTY WITHOUT DELAY BY TELEPHONE.
- MAINTENANCE OF TRAFFIC WILL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" FOR STREETS AND HIGHWAYS; & THE 2015 FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS.
- A MINIMUM OF ONE (1) COMPACTION TEST PER 300 LINEAL FEET OF ROADWAY IS REQUIRED. A COPY OF THE TEST REPORTS SHALL BE GIVEN TO THE FLAGLER COUNTY'S DESIGNATED INSPECTOR.
- TEMPORARY DRAINAGE SHALL BE PROVIDED DURING CONSTRUCTION TO ELIMINATE ANY FLOODING OF PRIVATE PROPERTY.
- UNSTABLE MATERIALS SHALL BE REMOVED FROM CONSTRUCTION AREAS AND BACKFILLED WITH SUITABLE MATERIALS.
- CONSTRUCTION SHALL INCLUDE SEPARATING, WITH MATCHING MATERIALS, THE DRIVEWAYS, WALLS, MALDSIDES, CURBS AND LANDSCAPING THAT ARE DAMAGED OR REMOVED DUE TO CONSTRUCTION. THIS WORK SHALL BE COORDINATED WITH PROPERTY OWNERS.
- ALL STORM SEWER LINES AND INLETS SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF CONSTRUCTION.
- ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED SHOULD BE BROUGHT TO THE ATTENTION OF FLAGLER COUNTY AND THE DESIGN ENGINEER.
- ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION.
- THE CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY PERFORMED BY A REGISTERED SURVEYOR. SURVEY SHALL INDICATE AS-BUILT OF ALL IMPROVEMENTS.
- THE CONTRACTOR SHALL CALL FOR LOCATES 2 BUSINESS DAYS PRIOR TO STARTING CONSTRUCTION.
- NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMITS.
- ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO FLAGLER COUNTY FOR APPROVAL PRIOR TO PERFORMING THE WORK.
- A PRELIMINARY UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
- A FINAL INSPECTION TO BE CONDUCTED BY FLAGLER COUNTY SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY FLAGLER COUNTY ONCE AS-BUILT DRAWINGS AND CLEARANCES HAVE BEEN SUBMITTED.
- A COMPLETE SET OF AS-BUILT DRAWINGS ARE REQUIRED TO BE SUBMITTED TO FLAGLER COUNTY PRIOR TO REQUESTING A FINAL INSPECTION.
- A COMPLETE SET OF AS-BUILT DRAWINGS FOR THE UTILITIES (WATER AND SEWER) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION AND/OR CLEARANCE CERTIFICATION.
- ANY CHANGES TO THE UTILITIES ON THE APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO PERFORMING THE WORK.

LEGAL DESCRIPTION

LEGAL DESCRIPTION: SUBDIVISION "B" PARCEL AS CREATED BY SURVEYOR:

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 01°17'58" WEST ALONG THE WESTERLY LINE OF AFORESAID SECTION 22 A DISTANCE OF 5262.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 88°15'41" EAST ALONG THE NORTH LINE OF SAID SECTION 22 A DISTANCE OF 2473.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°15'41" EAST ALONG SAID NORTH LINE OF SECTION 22, A DISTANCE OF 1048.02 FEET TO THE WESTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1335, PAGE 500 AND DEED BOOK 38, PAGE 50 ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY; THENCE SOUTH 02°24'00" EAST A DISTANCE OF 1521.83 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF AIRPORT ROAD A 100 FOOT RIGHT OF WAY PER RECORD AND TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGLE OF 12°40'17"; THENCE WESTERLY ALONG THE SAID RIGHT OF WAY OF AIRPORT ROAD A DISTANCE OF 490.36 FEET TO THE END OF SAID CURVE; THENCE SOUTH 02°24'00" EAST A DISTANCE OF 250.45 FEET; THENCE SOUTH 52°45'20" WEST, A DISTANCE OF 138.55 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY OF AIRPORT ROAD; THENCE ALONG SAID NORTHERLY AND EASTERLY RIGHT OF WAY OF AIRPORT ROAD SOUTH 76°55'48" WEST, A DISTANCE OF 555.27 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 47°04'36"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 29.66 FEET; SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 89°04'58" WEST, A DISTANCE OF 27.85 FEET TO THE END OF SAID CURVE AND TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 40°00'36"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 149.69 FEET; SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 52°35'37" WEST, A DISTANCE OF 145.17 FEET TO THE END OF SAID CURVE AND TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 71°02'04"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 30.89 FEET; SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 48°35'13" WEST, A DISTANCE OF 29.05 FEET TO THE END OF SAID CURVE; THENCE NORTH 13°04'11" WEST, A DISTANCE OF 205.77 FEET; THENCE DEPARTING AFORESAID RIGHT OF WAY OF AIRPORT ROAD NORTH 76°55'48" EAST, A DISTANCE OF 130.00 FEET; THENCE NORTH 12°04'11" WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 76°55'48" WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 12°04'11" WEST, A DISTANCE OF 231.38 FEET; THENCE NORTH 88°15'41" EAST, A DISTANCE OF 281.00 FEET; THENCE NORTH 01°14'14" WEST, A DISTANCE OF 1076.91 FEET TO THE POINT OF BEGINNING. SAID PARCELS CONTAINING 39.83 ACRES MORE OR LESS.



APPROVED
Site Plan Review Committee
PZ-22-069
11/22/2022
Stamped By: John Simpson
11/22/2022
ALANN ENGINEERING GROUP, INC.
CERTIFICATE NO. 054796
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FL 32174
TEL: (386) 673-7640
FAX: (386) 673-3927

A

CELADINE @ HUNTER'S RIDGE SUBDIVISION
FLAGLER COUNTY, FL
COVER

NO.	DATE	REVISION	PREPARED BY	CHECKED BY	DATE
1	11/17/21	REVISED PRE-CITY COMMENTS	JAB	JAB	
2	8/31/21	REVISED PRE-CITY COMMENTS	JAB	JAB	
3	5/6/21	UPDATE VERSION OF DETAILS	KAB	KAB	

FILE	DATE	SCALE	PROJECT	####
1608-1	10-24-16			
DRAWN BY	CTB	DATE	SCALE	PROJECT
KAB	10/8-1			

Digitally signed by Kimberly A. Buck
DN: cn=US, o=SHFL, L=ORMOND
Beach, ou=The Alann Engineering
Group, Inc., cn=Kimberly A. Buck,
email=kab@alanneng.com
Location: Ormond Beach, FL
Date: 2022.11.22 09:28:59 -0500

SHEET
C001



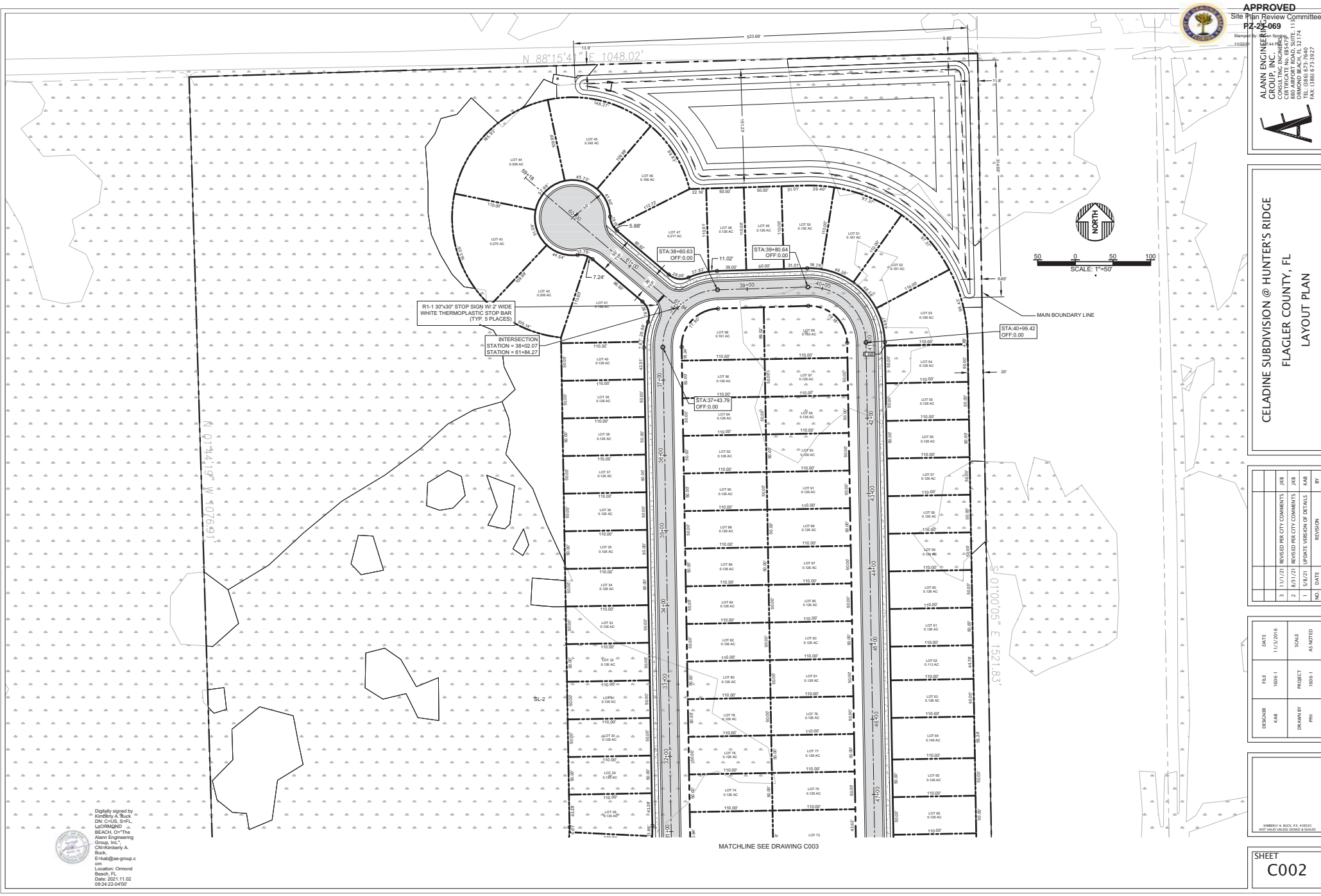
CELADINE SUBDIVISION @ HUNTER'S RIDGE
 FLAGLER COUNTY, FL
 LAYOUT PLAN

NO	DATE	REVISION	BY
3	11/1/21	REVISED PER CITY COMMENTS	JAB
2	8/31/21	REVISED PER CITY COMMENTS	JAB
1	5/9/21	UPDATE VERSION OF DETAILS	KAB

DISK#	FILE	DATE	SCALE	PROJECT	DRAWN BY	PN	AS NOTED
KAB	1606-1	11/2/2016	1606-1				

KIMBERLY A. BUCK, P.E. (P00000000)
 NOT VALID UNLESS SIGNED & SEALED

SHEET
 C002



Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.Z
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-26	
Strategic Goal:	Public Safety – Other			
Department :	Police Department			
Subject:	Halifax Humane Society Contract			
Budget Impact:	The proposed agreement falls within the current budget of \$38,000 for contracting animal welfare services.			
Summary:	The City and the Halifax Humane Society have partnered for many years to provide critical animal services in our community. These services include, but are not limited to, the sheltering and quarantine of found or sick animals. They also provide anesthesia and sterilization for the RTF cat program. The price increases reflected in the proposed agreement are within the allocated budget that was previously prepared.			
Recommended Action:	Halifax Humane Society is the sole public animal welfare facility within northeastern Volusia County and has a long history of successfully partnering with the City of Ormond Beach. Staff recommends approval and execution of the contract with the Halifax Humane Society.			
Staff Contact:	Jesse Godfrey, Police Chief, (386) 676-3500			
Approval:				
Kelly McGuire, Finance Director		9/22/2022		
Claire Whitley, Assistant City Manager		12/19/2022		
Joyce Shanahan, City Manager		12/20/2022		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Jesse Godfrey, Police Chief
Date: January 10, 2023
Subject: Halifax Humane Society Contract
Commission Goal: Public Safety – Other

Introduction

This is a request for the execution of a contract between the City of Ormond Beach and Halifax Humane Society, Inc., for providing animal welfare services.

Background

To meet the mandates of City ordinances and Florida Statutes with respect to stray animals, animal bites, and animal investigations, the City is required to provide secured facilities to be utilized for the holding and quarantine of these animals. As the City does not have the facilities or services to meet this requirement, it has contracted with Halifax Humane Society, Inc., since 2014, to provide for the impoundment and care of stray, wild and domestic animals captured or impounded within the City. The existing contract expired on September 30, 2022, and has been extended pending the execution of the attached agreement.

Discussion

The City is proposing a contract between the City and Halifax Humane Society, Inc., for Fiscal Year (FY) 2022-2023. The proposed increase in fees for the 2023 contract remains within the City's allocated budget. The agreement provides for the housing of stray animals for a per-animal fee of \$120 for up to three days. There is a \$100 per animal fee, plus \$30 per day, for any animal placed under quarantine. Wild animals are accepted for a fee of \$55. Animals that are deceased on arrival are disposed of for \$25. The agreement also includes services for the Humane Society's "Return to Field" program (RTF) for designated areas within the City.

Budget Impact

The proposed agreement falls within the current budget of \$38,000 for contracting

animal welfare services.

Citizen Impact

The City remains proactive in its stray animal return procedures implemented by the City Commission since the early 1990's. Due to active engagement of Community Service Officers, more animals are being returned to their rightful owners, which makes both people and pets happy.

Recommendation

Halifax Humane Society is the sole public animal welfare facility within northeastern Volusia County and has a long history of successfully partnering with the City of Ormond Beach. Staff recommends approval and execution of the contract with the Halifax Humane Society.

Attachments:

1. 23-26 Humane Society Agr (P22-0150G)
2. HHS Service Agreement 2023 12.13.22 - CLEAN

Approvals:



Kelly McGuire, Finance Director

Date: September 22, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022



Joyce Shanahan, City Manager

Date: December 20, 2022

RESOLUTION NO. 2023-26

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES BETWEEN THE CITY AND HALIFAX HUMANE SOCIETY, 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 the City Manager are hereby authorized and directed to execute an Agreement for Services between the City and Halifax Humane Society, Inc. for providing animal welfare services, a copy of said Agreement being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
City of Ormond Beach

This Services Agreement ("Agreement") is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 LPGA Boulevard, Daytona Beach, Florida 32124 ("Humane Society"), and the **City of Ormond Beach**, a Florida Municipal corporation. ("Impounding Agency").

WHEREAS, in order to enforce the ordinances of the Impounding Agency and the laws of the State of Florida, the Impounding Agency desires to deliver animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be euthanized, be so euthanized in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM:** This Agreement will take effect on the 1st day of February 2023, and will remain in full force and effect for an initial eight (8) month period ending on midnight September 30, 2023. The parties shall have the option to extend the Agreement for up to three (3) additional twelve (month) periods if agreed to by both parties in writing with a 10% increase annually of fees
2. **ANIMAL SHELTER, RETURN TO FIELD, AND TRAP, NEUTER, AND RETURN:**
 - (a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from within the jurisdictional limits of the Impounding Agency, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society's sole expense. The Shelter will be operated at 2364 West LPGA Blvd., Daytona Beach, Florida.
 - (b) The Humane Society will provide means to accept all stray dogs and other domesticated animals delivered to the Shelter by the Impounding Agency's law enforcement personnel, Animal Control Officers, or other designated officers appointed by the Impounding Agency for this purpose. The Humane Society will provide alternative options of Return to Field (RTF) for unsterilized community cats

- following national animal welfare organization recommendations for the most humane practices with addressing cat overpopulation. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names, telephone number, current home and post office addresses (as verified by a government issued identification), and identify the place where the animals involved were located or picked up.
- (c) When the Impounding Agency delivers an animal to the Shelter for impoundment and such animal bears information indicating ownership of the animal, the Impounding Agency representative shall use its best efforts to attempt to return the animal to its rightful owner, when safe for the animal to do so. The Impounding Agency representative shall also provide to Halifax all owner/guardian contact information gathered and documented attempts of contact for the owner/guardian. An administrative fee of \$35 will be assessed for every animal found to have identification by means of collar with information, tag or microchip that the owner/guardian has not been attempted to contact and provided documentation of such. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for the required quarantine timeframe and the Volusia County Health Department, through its authorized representatives, has expressly approved, in writing, any such release.
 - (d) When a stray domestic animal is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the Impounding Agency's expense for a period of three (3) calendar days (unless the cat is referred to the Return to Field (RTF) program as described below). There will be a 24-hour only holding period for dogs under 6 months of age when 2 or more are impounded together and no holding period for cats under the age of 6 months provided there is no owner identification. If the owner has not retrieved the animal within the designated holding period, the Humane Society will thereafter, at its own expense, provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.
 - (e) When a stray cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will determine the eligibility of the animal for the RTF Program. After consultation with the Impounding Agency, the Humane Society will decide whether the cat will be referred for impoundment or RTF and notify the Impounding Agency. The Impounding Agency representative will expressly inform the Humane Society if a cat

is brought in as part of the Trap, Neuter, and Return Program (TNR) or Return to Field (RTF). The Humane Society will only perform feline sterilization services for cats brought to the Humane Society by an Animal Control Officer (ACO) or other Impounding Agency designated representative upon request. Cats brought to the Humane Society by any other person will not be eligible for reimbursement by the Impounding Agency. Fees for this service are listed in 3(b) under RTF/TNR Cats. The Impounding Agency will only be responsible for services or procedures that are requested and expressly included in this agreement. The Impounding Agency will not pay for any other service or procedure. The RTF/TNR Program requires the following:

- i. The Humane Society and the Impounding Agency shall mutually agree on the day(s) of the week that the Impounding Agency will bring cats to the designated Humane Society facility. Said schedule shall be subject to change by mutual agreement of the parties. The Impounding Agency shall at a minimum have one day reserved each week at a designated Humane Society facility to bring in cats for sterilization.
- ii. Surgeries may be completed at either:

Halifax Humane Society 2364 West LPGA Boulevard Daytona Beach, FL 32124

Or

HHS Redinger Clinic 600 Mason Ave #150 Daytona Beach, FL 32117

Hereafter Humane Society shall refer to both the location on LPGA Blvd. and Mason Ave.

- iii. All regular sterilizations are the same price for neuters and spays (males and females). Each surgery includes complimentary ear tipping, FVRCP and rabies vaccines, and anesthesia for a cost of \$45. Ear tipping must be completed according to Alley Cat Allies recommendations by removing at least 3/8 of an inch from the top of the left ear.
- iv. If the Impounding Agency presents a cat for sterilization and the Humane Society finds the cat has already been sterilized, the Humane Society will provide anesthesia, ear tipping, FVRCP and rabies vaccine at the normal sterilization surgery cost of \$45.
- v. The Humane Society recognizes that the Impounding agency may not have a licensed veterinarian on staff and would not have the ability to determine whether an animal should be euthanized. Therefore, upon presentation of a cat, the Humane Society, at its sole discretion, will determine if the cat is healthy enough to survive surgery and whether or not it should be euthanized. The cost

for euthanasia is \$45.

- vi. All cats being returned to the Impounding Agency staff from the Humane Society will have their ear tipped as described above. No exceptions. If a cat is returned to the Impounding Agency staff without an ear tip, or with an ear tip of less than 3/8 of an inch from the top of the left ear, the Impounding Agency cat will be returned to the Humane Society for the procedure without any additional charge to the Impounding agency.
- vii. No procedures other than those listed in this Agreement will be paid for by the Impounding agency. The Impounding agency will only reimburse for procedures that have been documented and provided to the Impounding agency. The Humane Society must provide at least the following information in order to receive reimbursement for each cat:
 - Invoice number
 - Visit Date
 - Billing Date
 - Animal Name and/or Number
 - Name and Address of Individual Dropping-Off (if other than ACO)
 - Services provided
 - Cost for each service provided
 - Total cost
- viii. The Humane Society will combine and send all invoices to the Impounding Agency, monthly.
- ix. Animal Control Officers will notify the Humane Society staff at the LPGH location whether a feline brought there is not eligible for RTF due to being confiscated, seized or under quarantine.
- x. The Humane Society will only release RTF cats to the Impounding Agency Animal Control Officer unless Impounding Agency provides permission for a 3rd party release in writing from an authorized representative of the Impounding Agency.

3. BILLING & PAYMENT:

- (a) The Humane Society shall bill the Impounding Agency pursuant to Paragraph 3(b), as applicable, for:
 - (i) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the Impounding Agency's designated personnel, Law Enforcement, or Animal Control Officers; and
 - (ii) each stray dog or cat, domesticated animal, injured animal, deceased animal,

livestock animal or wild animal emanating from within the jurisdictional limits of the Impounding Agency and delivered to the Shelter by a private citizen. Owner surrendered animals will only be accepted via Impounding Agency with prior Supervisor approval from Humane Society and fees for this service are listed in 3(b) under Owner Surrender – via ACO. Owner requested surrenders in the field should be referred to Halifax Humane Society directly.

- (b) In consideration of the agreements and undertakings to be performed by the Humane Society, the Impounding Agency agrees to pay the following applicable fee(s) per animal to the Humane Society on a monthly basis, in arrears:

Type of Animal	Fee
Dog or cat (if the cat is not eligible for RTF/TNR program)	
Stray Sheltering (up to 3 days)	\$120
Administrative Fee - failure to reunite/contact known owners	\$35
Owner Surrender via Animal Control Officer	\$120
Other small domesticated pets	\$100
Livestock/Wildlife	\$150
Wild animal - (Euthanasia)	\$55.00
Deceased on arrival - (Disposal)	\$25.00
Quarantined animal (e.g., Rabies)	\$100 fee plus \$30 per additional day Quarantine period determined by Florida State Statute
Confiscated animals – Due to police custody, hospitalization, owner deceased, subject to eviction, or pending court case	\$120 fee (includes up to 3 days of impoundment) \$21 for each additional day of impoundment
Fees for RTF/TNR cats	
Sterilization Surgery	\$45
Complimentary ear tipping, FVRCP, Rabies Vaccines	
Anesthesia Fee	\$45
No surgery performed, ear tipping, FVRCP vaccine, rabies vaccine	
Euthanasia	\$45
Veterinarian determined that patient cannot undergo surgery due to illness/disease	
Fees for Additional Services	Staff Support: \$25.00 per hr.
Forensic calls and staff assistance	Veterinarian Support: \$125.00 per hr.

- (c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the “Prompt Payment Act”). As provided by the Prompt Payment Act, any payment that is not made by the Impounding agency within such time period shall bear interest from thirty (30) days

after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the Impounding agency has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-4703, extension 315, within 15 days of the date of the invoice. Disputed balances shall not be considered overdue and shall not bear interest until said dispute has been resolved.

- (d) The Humane Society will submit to the Impounding Agency, with its monthly invoice, a list of all pick up addresses of stray animals charged to the Impounding Agency account for animals that were not impounded by an Impounding Agency's designated personnel, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours. After hours animal drop off not permitted.
- (e) The Humane Society will use good faith efforts to try to collect from the animal's owner costs for which the Impounding Agency is otherwise liable hereunder. In the event an owner pays any fees or charges to reclaim its animal, the Impounding Agency shall be credited the full amount any such fees or charges paid. Humane Society staff is required to seek full payment of the fees by the animal owners without indicating that such payment is optional. Any time a fee is waived or reduced for an indigent animal owner, it must be authorized by a Humane Society Supervisor prior to the animal being released.

4. **RABIES QUARANTINE:** The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of the state determined time for quarantine and will accept, care for, and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen animal that dies during the quarantine period, and will allow the Volusia County Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The Impounding Agency shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS:** The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied. The Impounding Agency shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. The appropriate paperwork must be submitted by the Impounding Agency to the Humane Society within three (3) business days of impounding the confiscated animal. Failure to comply with this requirement will result in "confiscated" animals being deemed "stray" animals, at which point care of the animal will be charged to the Impounding Agency at the default "stray" rates provided in Section 3(b) of this Agreement. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the negligent act or omission of an employee of the Impounding Agency related to the decision to submit the animal as a

stray

6. **DANGEROUS DOG LAW:** Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the Impounding Agency's animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Chapter 767, Part II of the Florida Statutes (the "Dangerous Dog Law"), may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the Impounding Agency's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the Impounding Agency animal control authority determines to be dangerous for a maximum of ten (10) business days. The Impounding Agency shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the Impounding Agency may request that euthanasia be performed by the Humane Society when it is the Impounding Agency's belief that the dog poses a threat to public safety. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the negligent act or omission of an employee of the Impounding Agency related to the decision to submit the animal under the Dangerous Dog Law

7. **CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED:** All animals whose owner(s) are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the Impounding Agency. The Impounding Agency agrees to provide next of kin, emergency contact or any other available contact information to Humane Society within 3 days of impoundment. Failure to do so by the Impounding Agency will forfeit any hold on the animal other than the mandatory 3-day holding period for stray animals. The Impounding agency shall pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the negligent act or omission of an employee of the Impounding Agency related to the decision to submit the animal as Confiscated/Owner of Animal in Custody/Deceased/Hospitalized

8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION:** Animals seized by the Impounding Agency as a result of an owner eviction will be held by the Humane Society for five (5) days. The Impounding Agency agrees to leave notice of impoundment at the eviction location listing the whereabouts and descriptions of the animal(s) confiscated. Impounding agency's representative will provide proof of such notice, inform of agency report or photograph of notice on the dwelling with address or writ of possession displayed. If not reclaimed by the owner, all charges accrued pursuant to Section 3(b) will be paid by the Impounding Agency.

If the Impounding Agency chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the Impounding Agency may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to

disposition. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the negligent act or omission of an employee of the Impounding Agency related to the decision to submit the animal as a "stray."

9. **REMEDY IN THE EVENT OF BREACH:** In the event that the Impounding Agency fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the Impounding Agency. If the Humane Society exercises this option, it will provide the Impounding Agency with thirty (30) days written notice of its decision to terminate the Agreement. The Impounding Agency will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the Impounding Agency.

10. **WAIVER OF BREACH:** The waiver by the Humane Society or the Impounding Agency of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

11. **TERMINATION FOR CONVENIENCE:** The parties agree that the Impounding Agency may terminate this Agreement, or any services contracted for hereunder, either in whole or part, whenever the Impounding Agency shall determine that such termination is in the best interest of the Impounding Agency or if funds are not appropriated for the services provided hereunder. Said termination shall be noticed by letter to the Humane Society. Upon termination, no such services shall be provided by the Humane Society and Impounding Agency shall be responsible for payment for any services provided up to the date of termination as shown on a final invoice provided by Humane Society.

12. **INSURANCE:** Humane Society shall maintain insurance of sufficient amounts during the life of this Agreement. Humane Society shall provide to the Impounding Agency with a certificate of insurance endorsing the Impounding Agency as an additional named insured, upon request. All insurance coverages of the Humane Society shall be primary and non-contributory. All insurance coverages of the Humane Society shall not seek contribution from any other insurance or self-insurance available to the Impounding Agency.

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-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Insurer shall provide the Impounding Agency written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the Impounding Agency no later than 10 days after non-payment.

Minimum insurance coverages that must remain in place for the life of the Agreement are as follows:

Commercial General Liability:	Aggregate \$2,000,000 / Each Occurrence \$1,000,000
Automobile Liability:	\$1,000,000
Umbrella Liability:	\$1,000,000

Should at any time the Humane Society not maintain the insurance coverages required herein, the Impounding Agency may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Humane Society for such coverages purchased. The Impounding Agency shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the Impounding Agency to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Agreement.

13. SOVEREIGN IMMUNITY: The Impounding Agency expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity of limits of liability of the Impounding Agency beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the Impounding Agency 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 Impounding Agency, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

14. PUBLIC RECORDS: Pursuant to section 119.0701 (2)(a), Florida Statutes, the Impounding Agency is required to provide the Humane Society with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE HUMANE SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUMANE SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 677-0311, 22 South Beach Street, Ormond Beach, FL 32175; Email: cityclerk@ormondbeach.org.

By entering into this Agreement, the Humane Society acknowledges and agrees that some records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement 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 Impounding Agency, including the Humane Society, is required to comply with the following with respect to the applicable public records:

- a) Keep and maintain public records required by the Impounding Agency to perform the services and work provided pursuant to this Agreement.
- b) Upon request from the Impounding Agency's custodian of public records, provide the Impounding Agency 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 Impounding Agency.
- d) Upon completion of the contract, transfer, at no cost, to the Impounding Agency all public records in the possession of the contractor or keep and maintain public records required by the Impounding Agency to perform the service. If the contractor transfers all public records to the Impounding Agency 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 Impounding Agency, upon request from the Impounding Agency's custodian of public records, in a format that is compatible with the information technology systems of the Impounding Agency.
- e) Requests to inspect or copy public records relating to the Impounding Agency's contract for services must be made directly to the Impounding Agency. If contractor receives any such request, contractor shall instruct the requestor to contact the Impounding Agency. If the Impounding Agency does not possess the records requested, the Impounding Agency shall immediately notify the contractor of such request, and the contractor must provide the records to the Impounding Agency or otherwise allow the records to be inspected or copied within a reasonable time.

The Humane Society acknowledges that failure to provide the applicable public records to the Impounding Agency within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The Humane Society further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the Impounding Agency. Humane Society shall indemnify, defend, and hold the Impounding Agency harmless for and against any and all claims, damage awards, and causes of action arising from Humane Society's failure to comply with the applicable public records disclosure requirements of section 119.07(1), Florida Statutes, or by Humane Society's failure to maintain any applicable 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. Humane Society authorizes

Impounding Agency to seek declaratory, injunctive, or other appropriate relief against Humane Society from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

15. **MEDIATION:** Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 19, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

16. **ATTORNEY'S FEES:** Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

17. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia County, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

18. **SEVERABILITY:** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

19. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement. This Agreement supersedes and replaces in the entirety the Agreement for Services dated October 1, 2021. All other agreements or understandings made by and between the Impounding Agency and Humane Society prior to this Agreement are null and void.

20. **AMENDMENTS:** This Agreement cannot be amended or modified except by writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives, and successors.

21. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice and sent to the attention of the City Manager with respect to the Impounding Agency and to the attention of the CEO with respect to the Humane Society.

IN WITNESS WHEREOF, the Humane Society and the Impounding agency have executed this Agreement for Services between Halifax Humane Society Inc. and the City of Ormond Beach, effective on the date and year as set forth above.

HALIFAX HUMANE SOCIETY, INC.

CITY OF ORMOND BEACH

By: _____
Name: Pam Clayton
Title: Chief Executive Officer
Date: _____

By: _____
Name: Bill Partington
Title: Mayor
Date: _____

ATTEST:

ATTEST:

By: _____
Name: Christina Sutherin
Title: Chief Operating Officer
Date: _____

By: _____
Name: Joyce Shanahan
Title: City Manager
Date: _____

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.AA
Section:	CONSENT AGENDA			
Item Category:	Consent - Disposition Item	Res./Ord. No:		
Strategic Goal:	Public Safety – Other			
Department :	Public Works			
Subject:	C&D Franchise Renewal for GEL Recycling LLC			
Budget Impact:	Revenues from this non-exclusive franchise agreement will be \$5,000 from the receipt of the franchise fee, \$1,500 from the renewal fee, and approximately \$2,500 from pull charges. These revenues will be applied to Fund 460 - Solid Waste Fund.			
Summary:	The City received GEL Recycling LLC's C&D franchise renewal application and fee in good order on December 5, 2022. It is recommended that the franchise be renewed for one year. This provides residents with a variety of C&D franchise haulers from which to select.			
Recommended Action:	City staff is providing public notice of its intent to renew the non-exclusive franchise agreement for the collection and disposal of construction and demolition debris generated within the City of Ormond Beach to GEL Recycling LLC from January 18, 2023, to January 18, 2024.			
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325			
Approval:				
Kelly McGuire, Finance Director		12/15/2022		
Claire Whitley, Assistant City Manager		12/19/2022		
Joyce Shanahan, City Manager		12/19/2022		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Kevin Gray, Deputy Public Works Director
Date: January 10, 2023
Subject: C&D Franchise Renewal for GEL Recycling LLC
Commission Goal: Public Safety – Other

Introduction

This item is to notify the City Commission of the renewal of an existing non-exclusive franchise agreement for the collection and disposal of construction and demolition debris generated within the City of Ormond Beach to GEL Recycling LLC.

Background

On December 5, 2022, GEL Recycling LLC a business located at 881 Signature Dr, Suite 101, Orange City, Florida, 32763, submitted a construction and demolition (C&D) roll-off services franchise agreement renewal application, affidavit of acknowledgment of business type, and a non-refundable renewal fee of \$1,500 to the City of Ormond Beach.

GEL Recycling LLC's franchise will expire on January 18, 2023. GEL Recycling LLC acknowledges the per roll-off charge of \$48.95 to be remitted by the tenth day of each month accompanied by appropriate documentation.

Discussion

Attached is the construction and demolition roll-off services franchise agreement renewal application in its entirety. City staff previously conducted reference checks and a financial ability analysis of GEL Recycling LLC to perform construction and demolition roll-off services within the City of Ormond Beach and reported the checks had provided no information to disallow the City Commission to grant a non-exclusive franchise agreement.

GEL Recycling, LLC offers 15, 20, 30 and 40-yard roll-off containers. The principal owners have an extensive background in the recycling and solid waste industry, and staff expects a high level of customer satisfaction from the company.

Budget Impact

Revenues from this non-exclusive franchise agreement will be \$5,000 from the receipt of the franchise fee, \$1,500 from the renewal fee, and approximately \$2,500 from pull charges. These revenues will be applied to Fund 460 - Solid Waste Fund.

Citizen Impact

The franchising of waste haulers ensures that these businesses operate within the requirements of the City of Ormond Beach. Currently, GEL Recycling LLC, Waste Management Inc. of Florida, Waste Pro of Florida, Samsula Landfill, Inc., and Creech Enterprises, Inc. serve as the only roll-off haulers permitted to do business within the corporate limits of the City of Ormond Beach. Having a variety of authorized haulers provides a varied selection from which to choose.

Recommendation

City staff is providing public notice of its intent to renew the non-exclusive franchise agreement for the collection and disposal of construction and demolition debris generated within the City of Ormond Beach to GEL Recycling LLC from January 18, 2023, to January 18, 2024.

Attachments:

1. GEL franchise renewal

Approvals:



Kelly McGuire, Finance Director

Date: December 15, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

Check One

☐ New ☒ Renewal ☐ Transfer ☐ Modification

Application Information:

Name: GEL Recycling LLC

Address: 881 Signature Dr Suite 101

City/State/Zip Code: Orange City FL 32763

Phone Number: 386-775-5385

Contact Name: Kandi Winfrey

Contact Email: kandi@gelrecycling.com

To the applicant: The following information checklist is provided to assist you in preparing your application for a non-exclusive franchise to provide containers for construction and demolition debris collection and disposal services to properties located in the City of Ormond Beach. Please provide the required information identified in this checklist as an attachment to the franchise application.

**Franchise Application Requirements
And Requirement Checklist**

- KW* ☒ 1. Name(s) and business address(es) of principal officers and stockholders and other persons having financial or controlling interest in any partnership or corporation;
- ☐ 2. Names(s) and business address(es) of local managing officers of any publicly owned corporation having more than 25 shareholders;
- KW* ☒ 3. Proof that corporation is in good standing in the State, and if not a Florida corporation, proof that applicant is qualified to do business in the State of Florida;
- ☐ 4. If applicant is other than a corporation, and is operating under a fictitious name, applicant shall be required to submit information that such fictitious name is registered and held by applicant;
- KW* ☒ 5. List of type, number, and complete description of all equipment to be used by applicant for providing safe and efficient services;
- KW* ☒ 6. Description or listing of the applicant's and its related entity's experience in the collection of construction and demolition debris;
- KW* ☒ 7. List of all franchises awarded to the applicant and the status of those franchises;

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

- ☐ 8. List of all franchises applied for which were not granted during the previous five-year period;
- KW* ☒ 9. Written response to selection criteria as follows:
1. The public need for the proposed franchise or franchise transfer
 2. The financial ability of the applicant to perform
 3. Such other matters or information regarding the applicant or proposed franchise that the City Commission may determine relevant in its legislative discretion;
- KW* ☒ 10. Applicant shall maintain in full force and effect the insurance coverages required by Exhibit "A" of City of Ormond Beach Resolution No. 2021-144 and any subsequent amendments thereto. Commercial General Liability coverage shall be \$1 million each occurrence, \$1 million aggregate products and completed operations and \$50,000 fire damage (any one fire).
- ☐ 11. An applicant for an initial franchise, or a material modification of an existing franchise, or a transfer of a franchise shall file the original and ten (10) copied of the application with the City Clerk, or his or her designee. Any transfer of more then twenty-five (25) percent of the ownership of the franchisee shall be deemed to be a "transfer of a franchise."
- KW* ☒ 12. Contemporaneously with the filing of an application for an initial franchise, the applicant shall remit to the City a nonrefundable application fee in the amount of two thousand five hundred dollars (\$2,500.00); and contemporaneously with the filing of an application for a material modification of an existing franchise, or a transfer of a franchise, the applicant shall remit to the City, unless otherwise prohibited by law or waived by the City, a nonrefundable application fee in the amount of one thousand five hundred dollars (\$1,500.00). "Material modification" shall mean a change in any term or condition that substantially or materially affects any right or obligation of the franchisee or City under a franchise.
- ☐ 13. Within ten (10) business days after the filing of an application, the applicant shall furnish a complete copy of the application to all other collectors of construction and demolition debris that have franchises in the City. The copy shall be furnished by personal delivery or sent by certified mail, return receipt requested, to the principal business office of such other collectors of construction and demolition debris.

Definitions:

1. Applicant: a person or corporation applying to the City of Ormond Beach for a non-exclusive franchise to provide construction and demolition roll-off containers and/or collect construction and demolition debris within the City for hire, remuneration or other consideration.
2. Franchisee: person or corporation to whom the City has issued a non-exclusive franchise to provide roll-off containers for construction and demolition services and/or to provide construction and demolition debris collection and disposal services to properties in the City.

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

Applicant agrees to comply with all applicable provision of the City of Ormond Beach, Florida, Code of Ordinances Chapter 10, Article IV, as may be amended.

Kandi Winfrey

Applicant name (print or Type)

Kandi Winfrey

Applicant signature

12/1/2022

Application submission date

Demo Page

Application received by

12/5/22

date

Demo Page

Application fee received by

22957

check number

12/1/22

check date

[Signature]

Approved City Manager/designee signature

12/6/2022

date

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

**Affidavit
ACKNOWLEDGMENT OF BUSINESS TYPE**

The below named person, as applicant or legal representative for applicant, does hereby certify that all required information has been attached to the application and becomes a part thereof.

Applicant or applicant's legal representative agrees that applicant will comply with all provisions of the City of Ormond Beach Code of Ordinances, the laws, rules, ordinances and regulations of Volusia County, the State of Florida, and the United States of America.

BUSINESS ADDRESS OF APPLICANT:

Address: 881 Signature Dr Suite 101
City: Orange City State: FL Zip: 32763
Telephone No.: 386-775-5385 Fax No.: 386-775-0355
Federal ID No.: 59-3540038

SIGNATURE OF APPLICANT:

If an Individual: _____, doing business
Signature

as _____

If a Partnership: _____ by: _____,
General Partner Signature

If a Corporation: GEL Recycling LLC
Corporate Name

(a _____ Corporation)

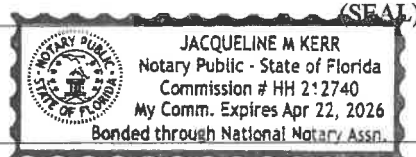
by: Kandi Winfrey
Signature

Title: Manager

Attest: _____
Corporate Secretary

NOTARY PUBLIC:

[Signature]



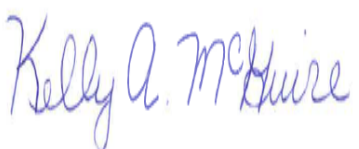
STATE OF: FL COUNTY OF: Volusia

The foregoing instrument was acknowledged before me this _____ day of the year _____, by _____ who is (are) personally known to me or who has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED, OR STAMPED: _____

Commission Number: _____ My Commission Expires: _____

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.BB
Section:	CONSENT AGENDA			
Item Category:	Consent - Disposition Item	Res./Ord. No:		
Strategic Goal:	Water Quality & Environment – Other			
Department :	Public Works - Engineering			
Subject:	2023 Storm and Sewer Lining - Invitation to Bid			
Budget Impact:	Funding in the amount of \$500,000 for the storm drain pipe rehabilitation component of this project was included in the Fiscal Year 2022-2023 budget of Fund 107-Stormwater Fund. Funding in the amount of \$450,000 for the sanitary sewer pipe and manhole rehabilitation component of this project was included in the Fiscal Year 2022-2023 budget of Fund 409-Water & Wastewater Renewal & Replacement Fund.			
Summary:	The 2023 storm and sewer pipe lining project is a combination of three scheduled CIP projects: annual stormwater piping, sanitary sewer inflow & infiltration, and manhole rehabilitation. Each project is intended to repair old/deteriorated pipes and manholes located throughout the City.			
Recommended Action:	The City intends to publicly advertise this project for competitive bidding, unless otherwise directed by the City Commission.			
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302			
Approval:				
Kelly McGuire, Finance Director		12/14/2022		
Claire Whitley, Assistant City Manager		12/21/2022		
Joyce Shanahan, City Manager		12/21/2022		



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Alex Schumann, City Engineer
Date: January 10, 2023
Subject: 2023 Storm and Sewer Lining - Invitation to Bid
Commission Goal: Water Quality & Environment – Other

Introduction

This disposition item provides public notice of the City's intent to issue an invitation to bid for the 2023 storm and sewer lining project, bid number 2023-15. This project addresses maintenance of aging sanitary sewer and stormwater pipes. Projects identified in the Stormwater Master Plan and proposed to assist with alleviating flooding in storm-affected areas will be presented in a future Commission item.

Background

This is a combination of three regularly scheduled Capital Improvement Projects (CIP). The first is the Storm Drain Pipe Lining, the second is the Sanitary Sewer Inflow and Infiltration lining which rehabilitates Sanitary Sewer Pipes, and the third is the Sanitary Sewer Manhole repair. Without routine rehabilitation and repair, these systems can cause undermining and result in the failure of roadway pavement or other infrastructure, and may create unsafe surface voids.

The Storm Drain Pipe Lining project is a scheduled CIP for the repair of storm drain pipes located in various areas of the City. The City has been successfully rehabilitating pipe systems with cured-in-place pipe lining. The cured-in-place pipe lining creates a form-fitted, corrosion resistant replacement pipe inside the existing deteriorated pipe, which improves flow characteristics. The cured-in-place liner has the advantage of being seamless, having no pipe joints eliminating the possibility of undermining due to leaking joints or root intrusion, which occurs with older corrugated storm pipes that were installed. Since the liner is installed between existing manhole structures or catch basins, and formed inside the existing pipe, no excavation or site restoration is required with the pipe lining process. Storm drain pipe segments identified for this project include the roadways of Central Ave, Tanglewood Cir, Marvin Rd, Peninsula Dr, Loyola Dr, Mayfield Ter, Riverside Dr, Wedgewood Cir, Oak forest Dr, Cypress Cir, Andrews St, Young St, Kenilworth Ave, Hernandez Ave, John Anderson Dr, River Palm Way, Lewis St, Washington Street, Corbin Ave, Orlen Way, Sycamore Cir, Byron Elinor,

Wilmette Ave, River Bluff, and N Beach St.

The Sanitary Sewer Inflow and Infiltration project is a scheduled CIP for the repair of aging sewer pipes located in various areas of the City. Failing sewer pipes can cause undermining and result in the failure of roadway pavement or other infrastructure, and may create unsafe surface voids. The City has been successfully rehabilitating these pipe systems with cured-in-place pipe lining. The cured-in-place pipe lining creates a form-fitted, corrosion resistant replacement pipe inside the existing deteriorated pipe, which improves flow characteristics. The cured-in-place liner has the advantage of being seamless, having no pipe joints eliminating the possibility of undermining due to leaking joints or root intrusion, which occurs with the older metal or clay sewer pipes that were installed. Since the liner is installed between existing manhole structures and formed inside the existing pipe, no excavation or site restoration is required with the pipe lining process. The sanitary sewer segments identified are within the roadways of Granada Blvd and Sundance Trail.

Included in this project is the rehabilitation of 31 manhole structures that are generally in good condition, but have hairline cracks that allow water and sand to enter the collection system. As with sewer piping, the corrosive gasses found within a sewer can cause long-term degradation of sanitary sewer manholes. This degradation can lead to increased infiltration of groundwater at the manhole which causes longer run times at pump stations, placing more wear on the pumps and more power consumption, and creates a greater volume of water coming in at the Wastewater Treatment Plant, increasing processing cost. A second issue that can occur is further infiltration of sand into the manhole, undermining the roadway surrounding the manhole. The erosion from the road bed is one of the causes of asphalt sinking around manhole lids. Past manhole rehabilitation used the injection of a chemical grout through the manhole structure into the soil behind the manhole. The chemical grout reacts with the water, sealing the cracks from the outside. The manhole repairs identified are within the roadways of Granada Blvd, Sundance Trail, Andrews St, Greenwood Ave, Brookside Cir, Northbrook Ln, Domicillio Ave, Sunshine Blvd, Overbrook Dr, and China Moon Dr.

Discussion

The lining of storm and sewer pipes is an annual project intended to extend the length of service to the City's drainage and sewer network. The cost of lining a pipe varies by pipe size, but on average it is approximately \$120 per foot, as opposed to \$300 per foot to reconstruct a failed pipe and restore the affected street.

The project includes the rehabilitation of approximately 5,030 linear feet of storm drain pipe of various sizes, 3,093 linear feet of sanitary sewer pipe of various sizes, repair of 31 manholes of varying depth, and inspection of 12,663 linear feet of sanitary sewer system. Staff has prepared the bidding documents and specifications for the proposed work. Location maps of the proposed work at attached.

Budget Impact

Funding in the amount of \$500,000 for the storm drain pipe rehabilitation component of this project was included in the Fiscal Year 2022-2023 budget of Fund 107-Stormwater

Fund. Funding in the amount of \$450,000 for the sanitary sewer pipe and manhole rehabilitation component of this project was included in the Fiscal Year 2022-2023 budget of Fund 409-Water & Wastewater Renewal & Replacement Fund.

Citizen Impact

This project will maintain existing infrastructure protecting the public and ensuring proper function of the City's wastewater collection and stormwater conveyance systems. The lining of pipe reduces overall costs of pipe repair maintenance. The construction activities associated with this project are low impact and involve mainly a pipe cleaning and lining truck and crew, which is typically staged around an upstream and downstream manhole in the street in order to access the pipe that is being rehabilitated. Minor traffic delays are expected. On large diameter pipes, the lining process can take several hours and it is often necessary to continue the process through the evening to not interrupt the curing process. The end result is an improved drainage pipe that allows more stormwater to flow through pipes reducing the possibility of roadway and neighborhood flooding.

Recommendation

The City intends to publicly advertise this project for competitive bidding, unless otherwise directed by the City Commission.

Attachments:

1. 2023 Storm, Sewer Lining
2. 2023-15 Storm and Sewer Lining Bid manual Final 1

Approvals:



Kelly McGuire, Finance Director

Date: December 14, 2022



Claire Whitley, Assistant City Manager

Date: December 21, 2022

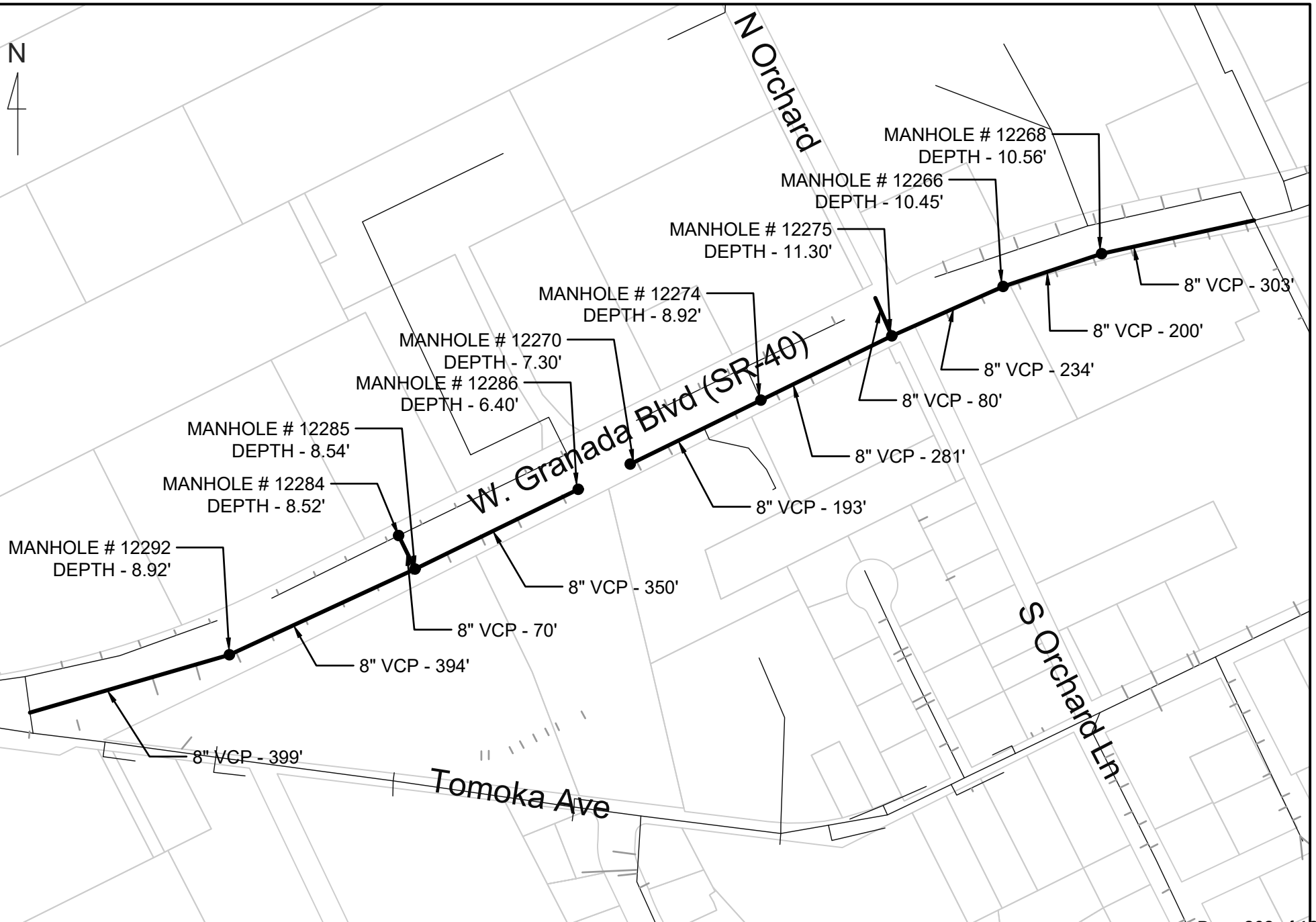


Joyce Shanahan, City Manager

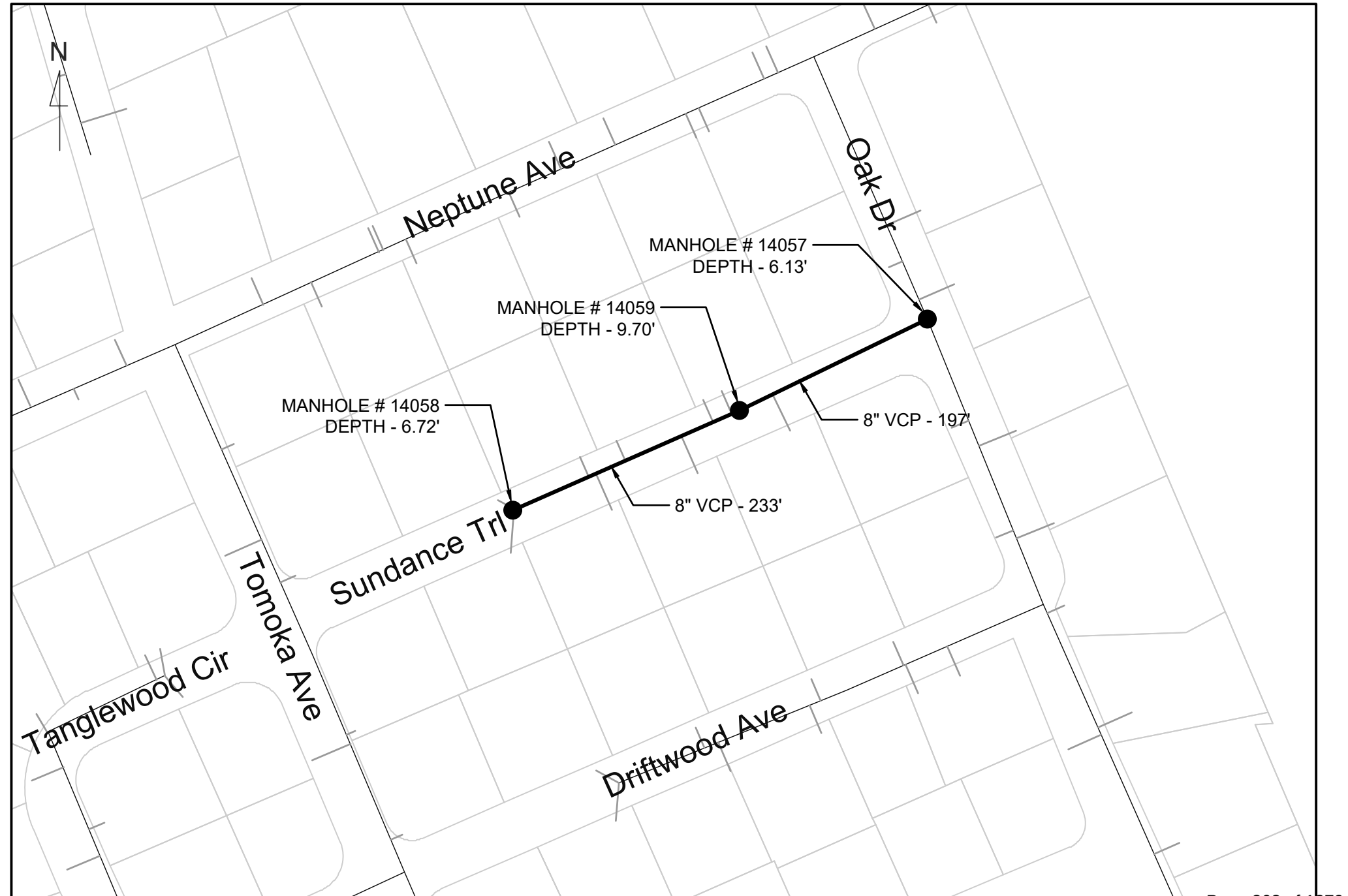
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2022 / 2023 STORM & SEWER LINING

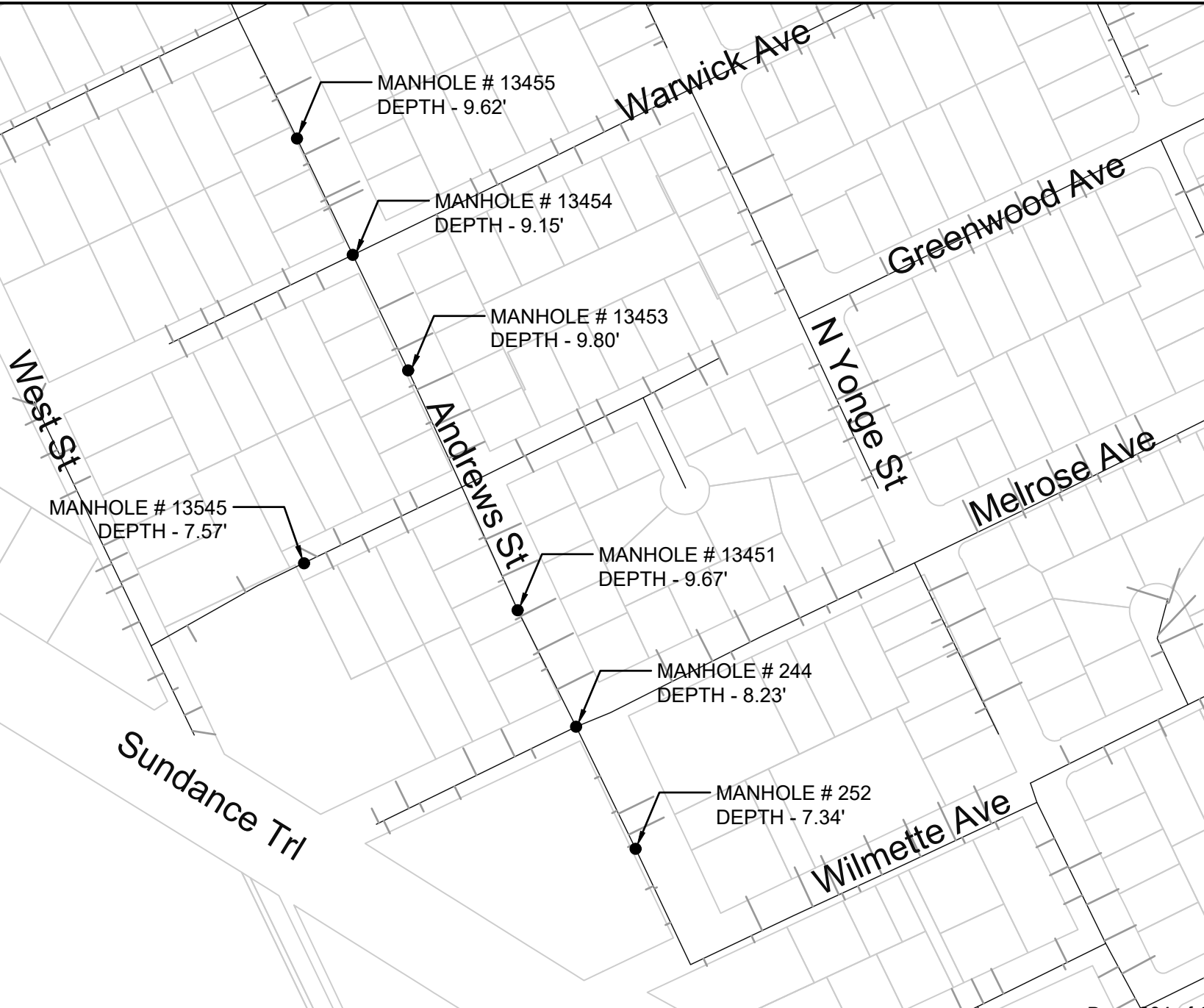
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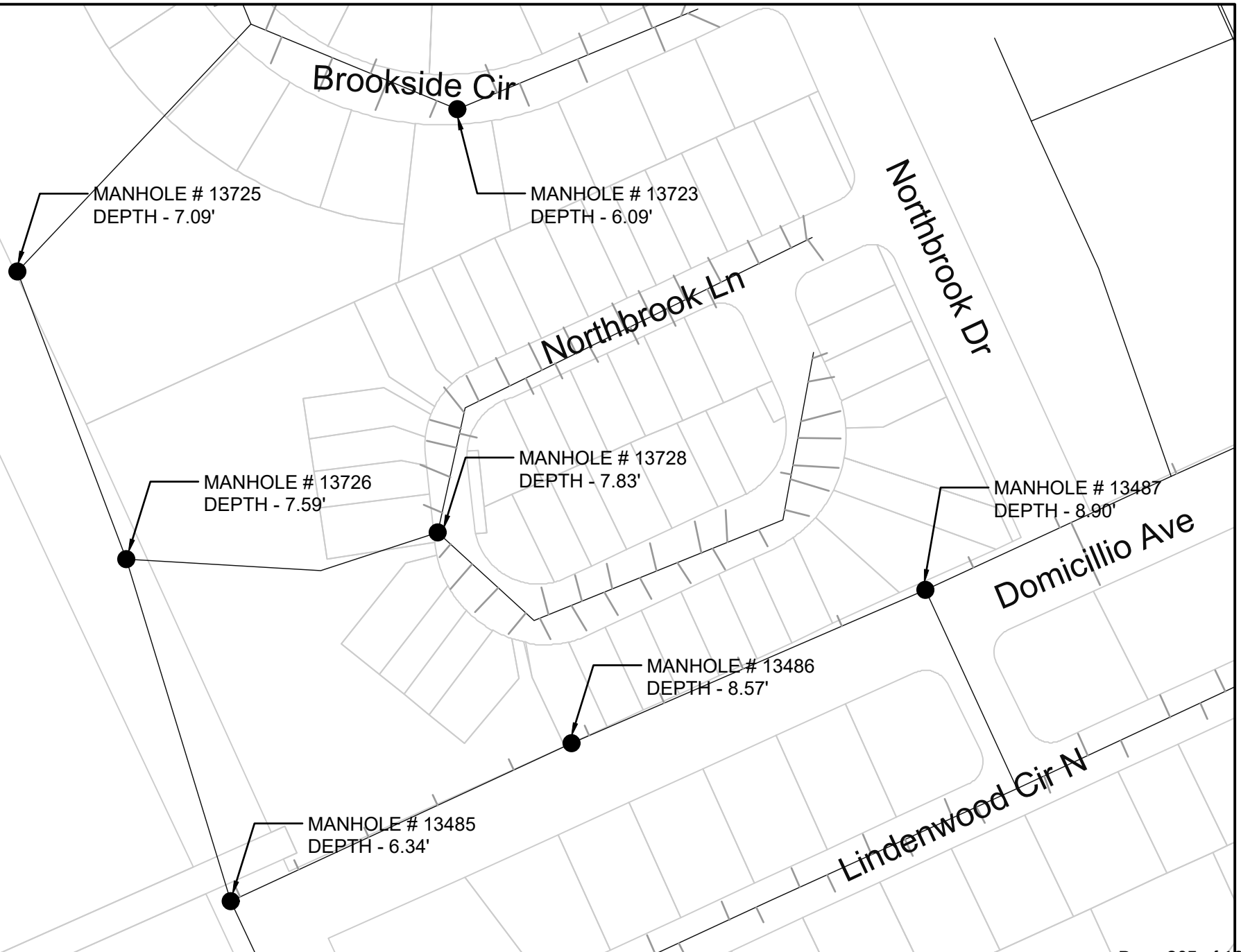
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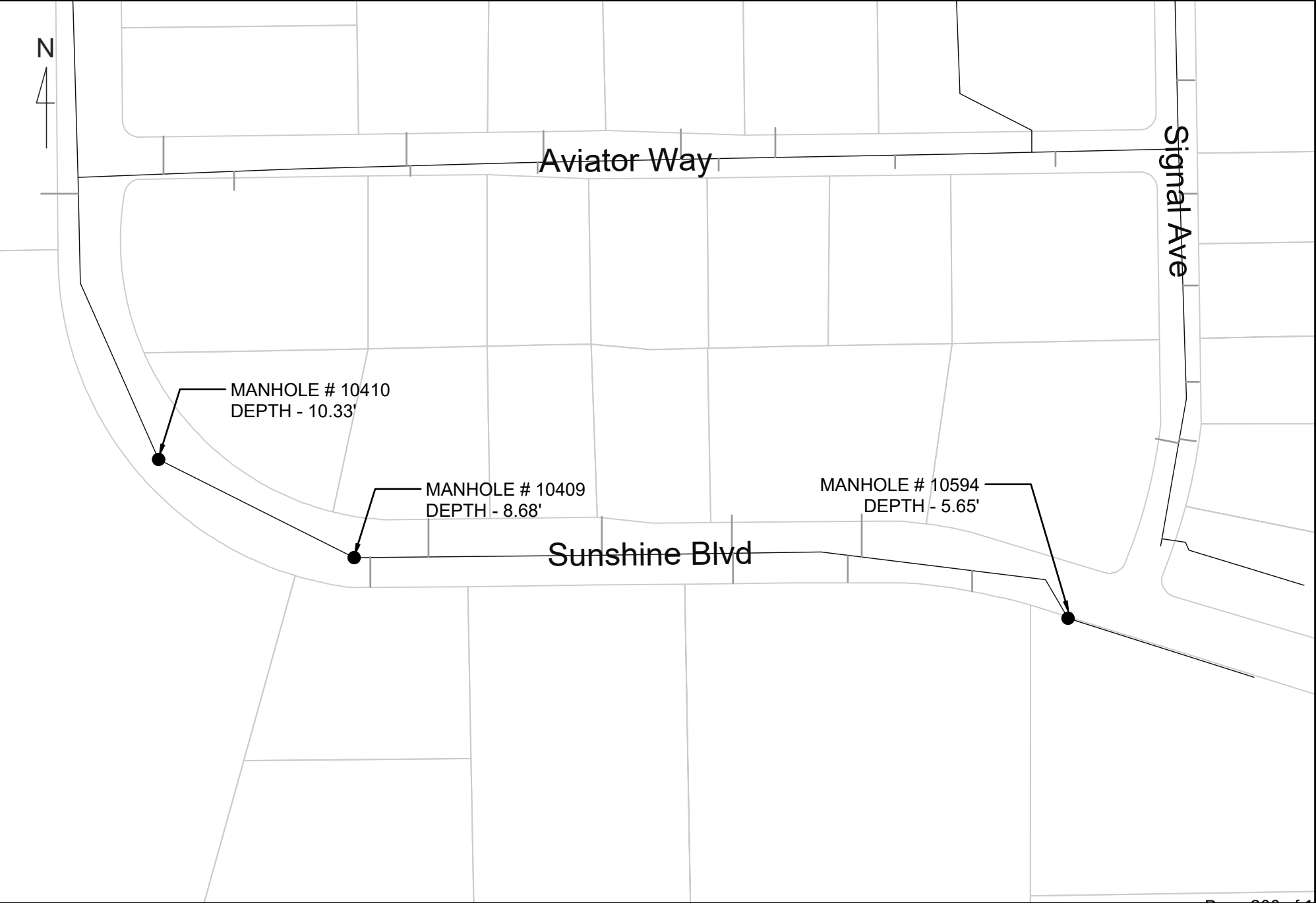
2022 / 2023 STORM & SEWER LINING



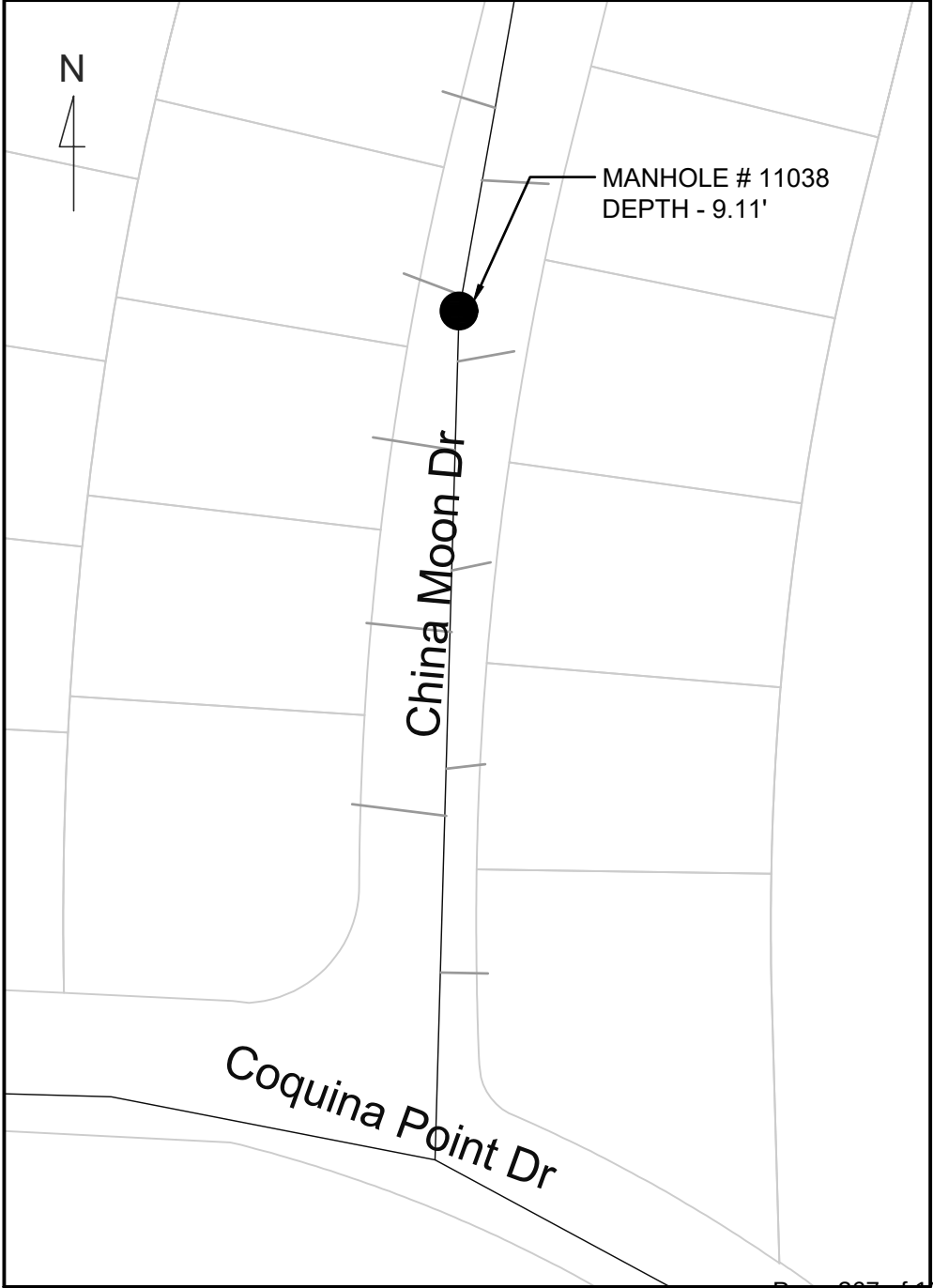
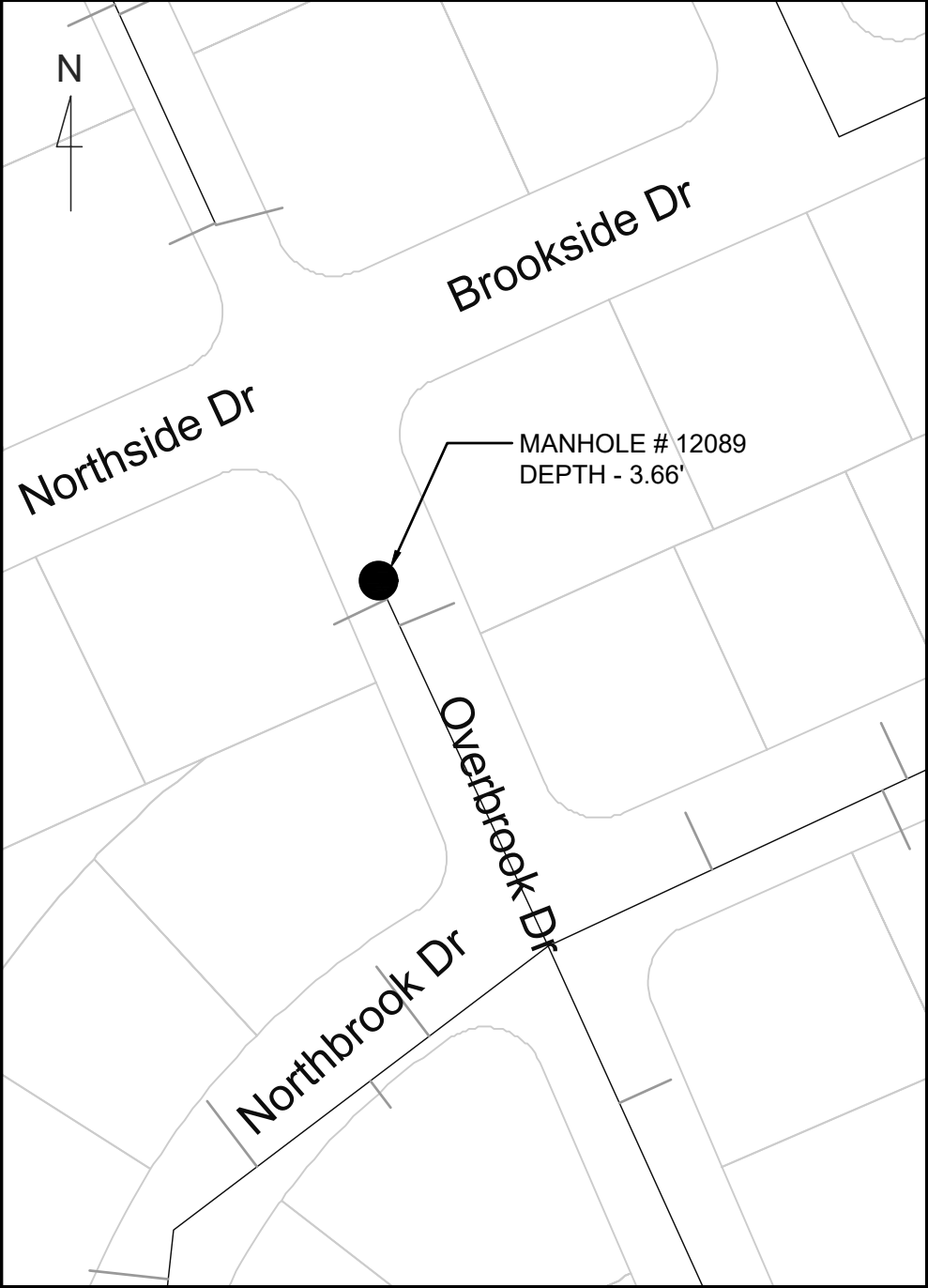
2022 / 2023 STORM & SEWER LINING



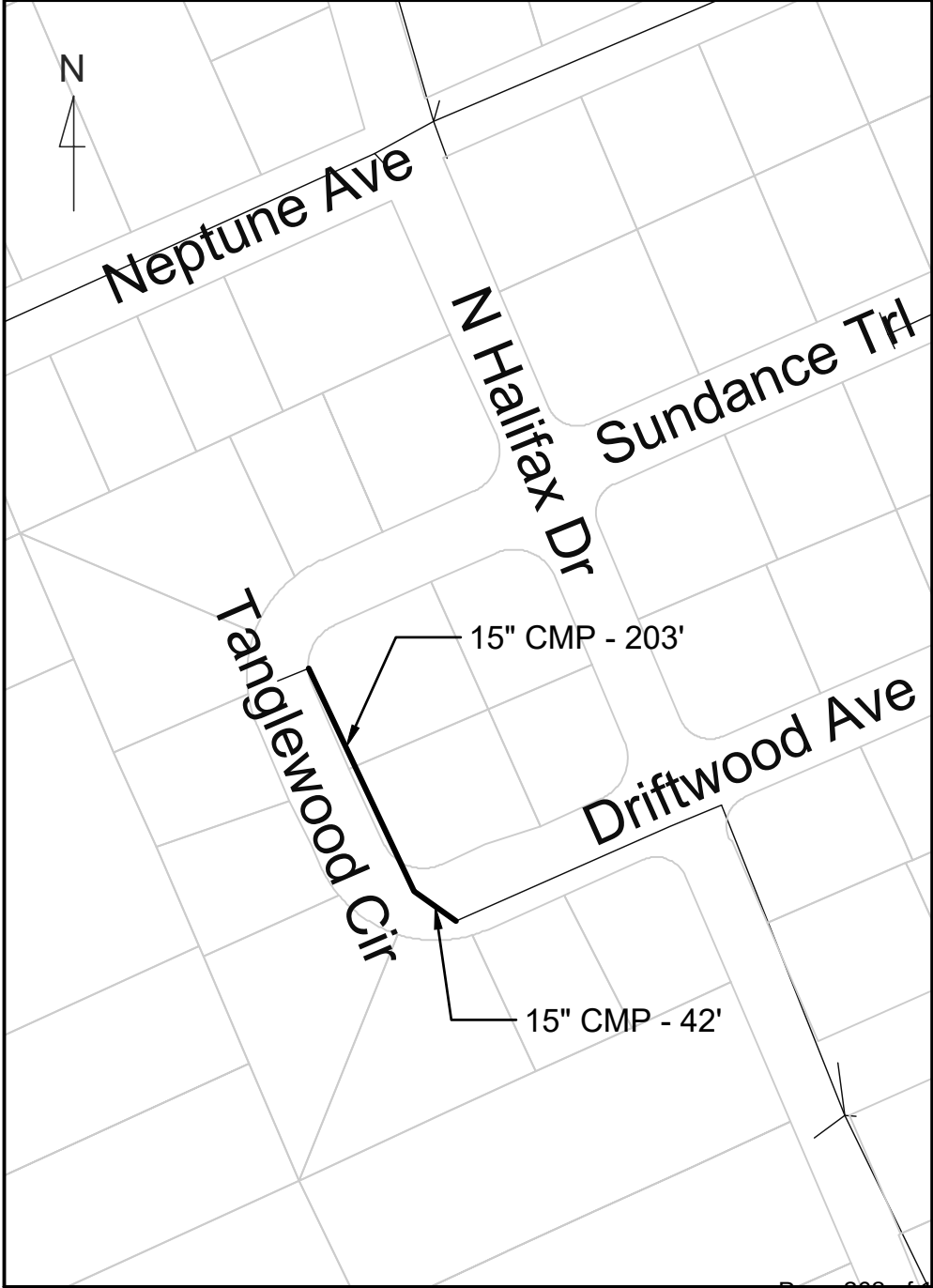
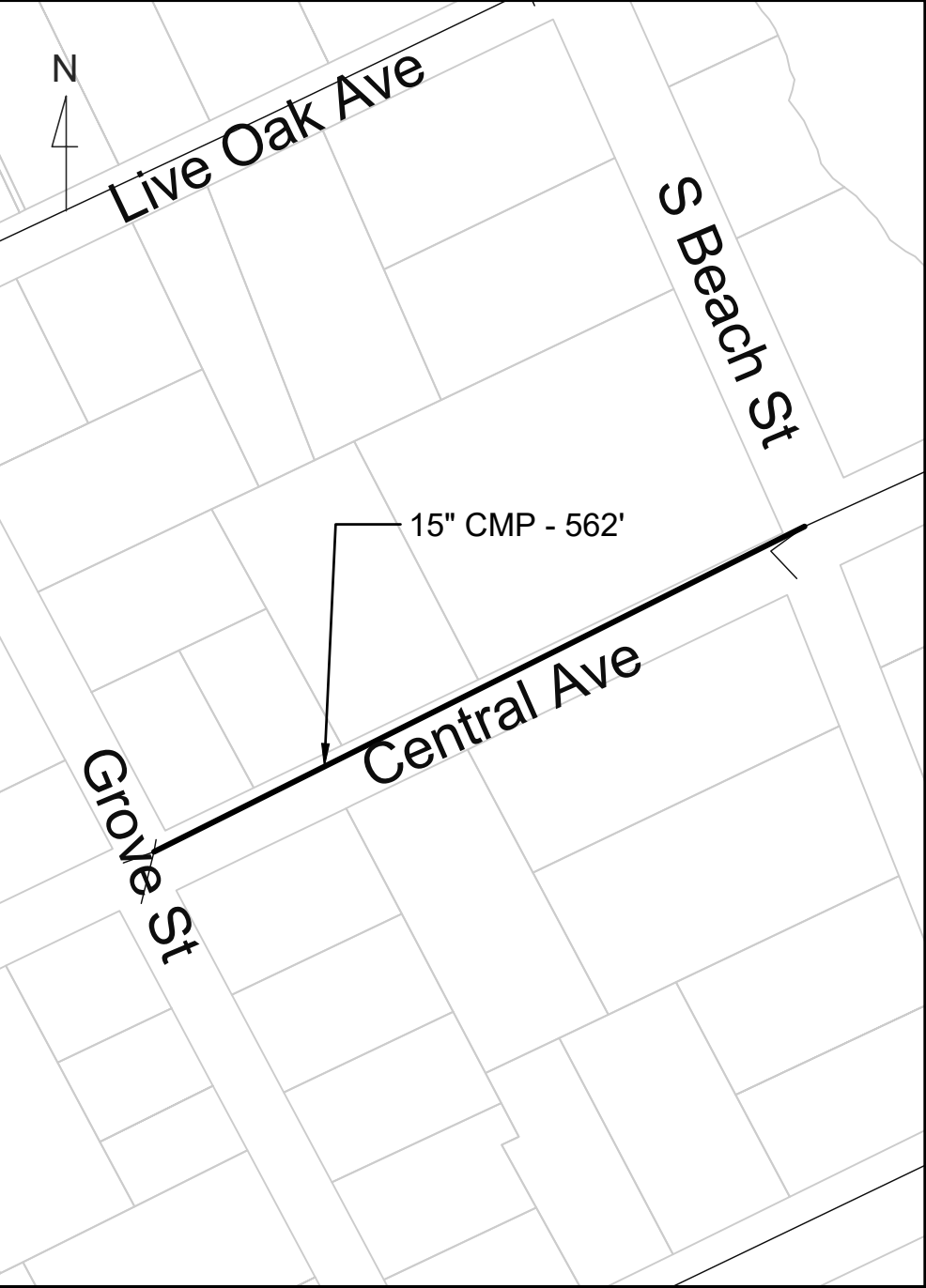
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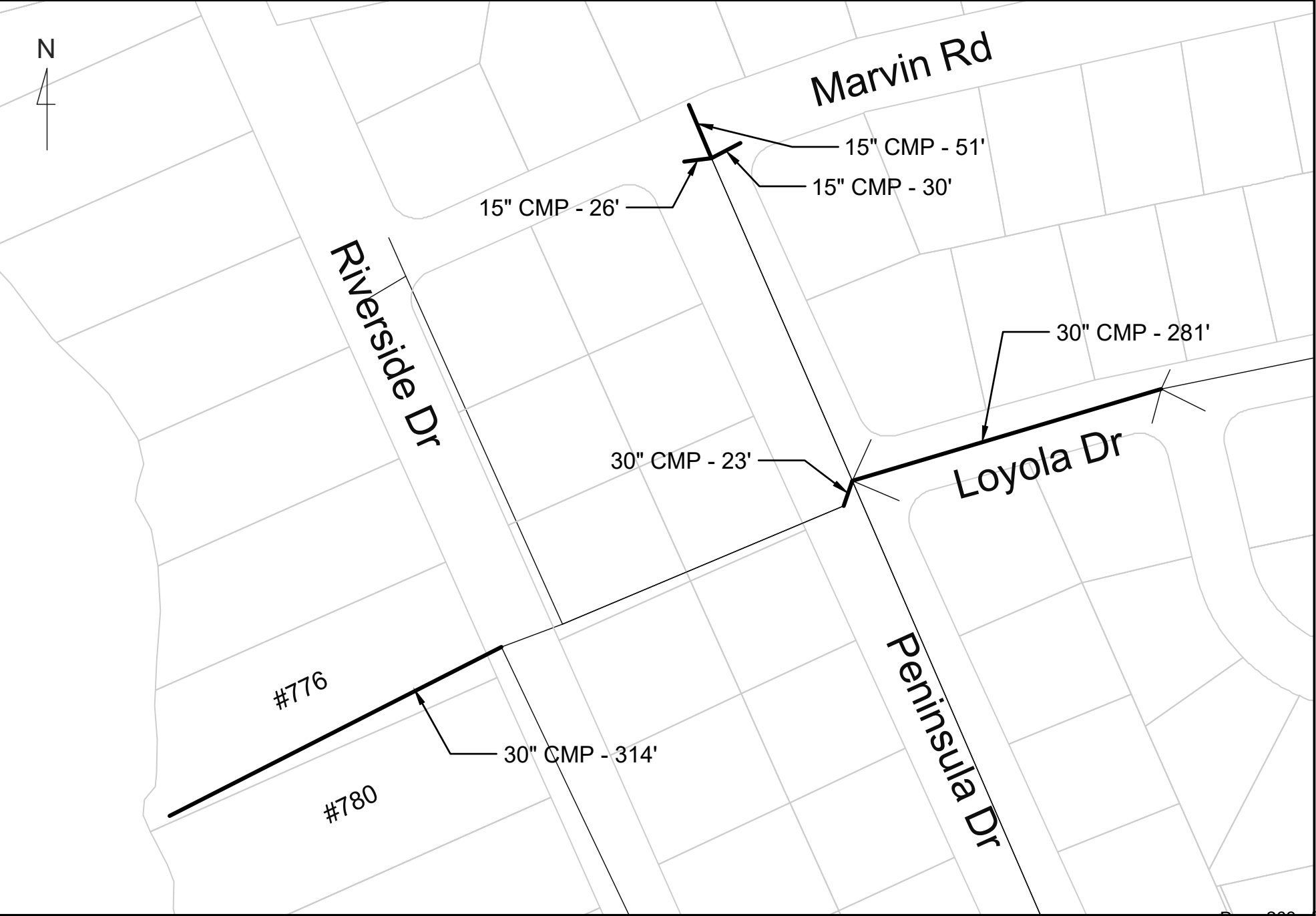
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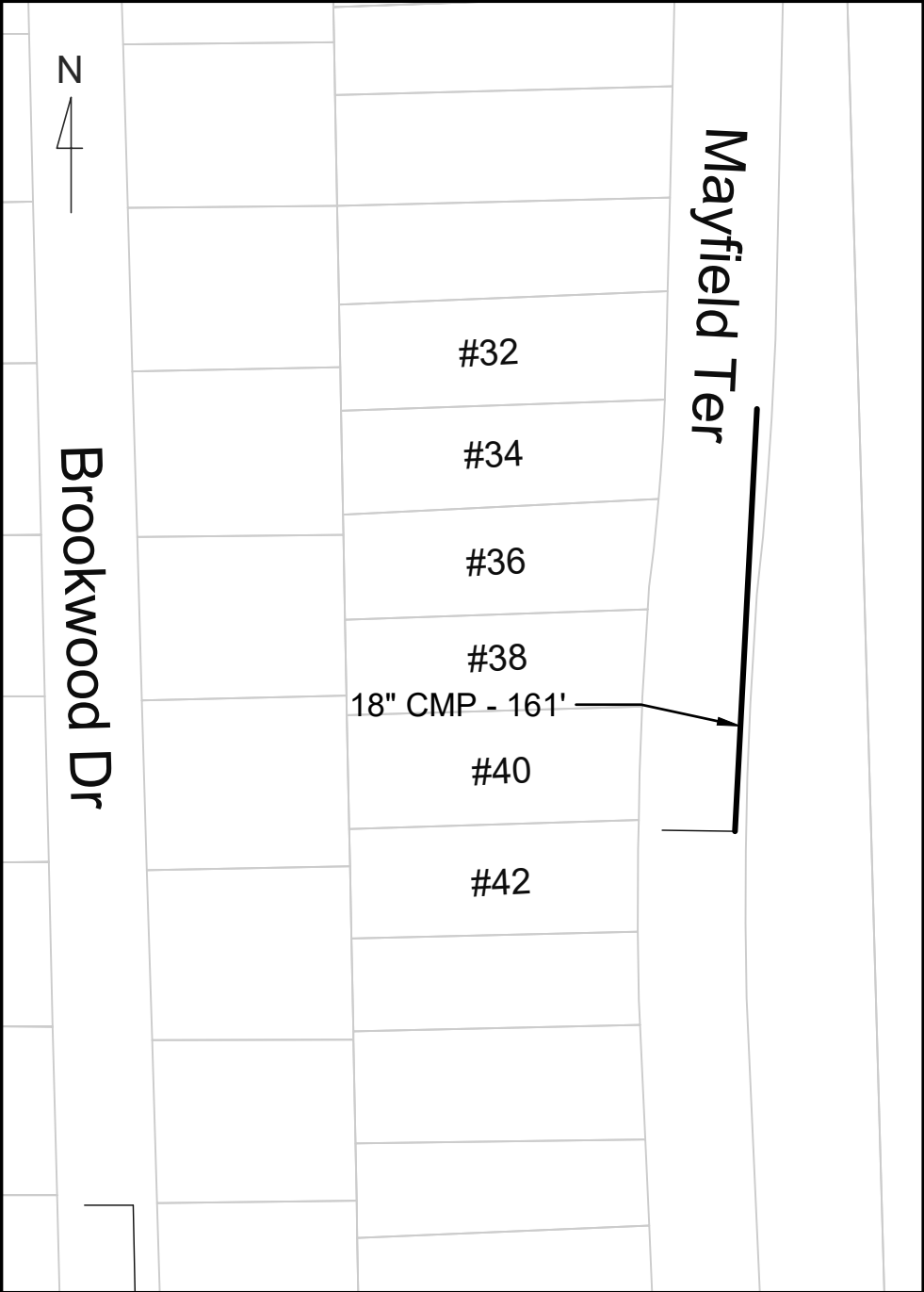
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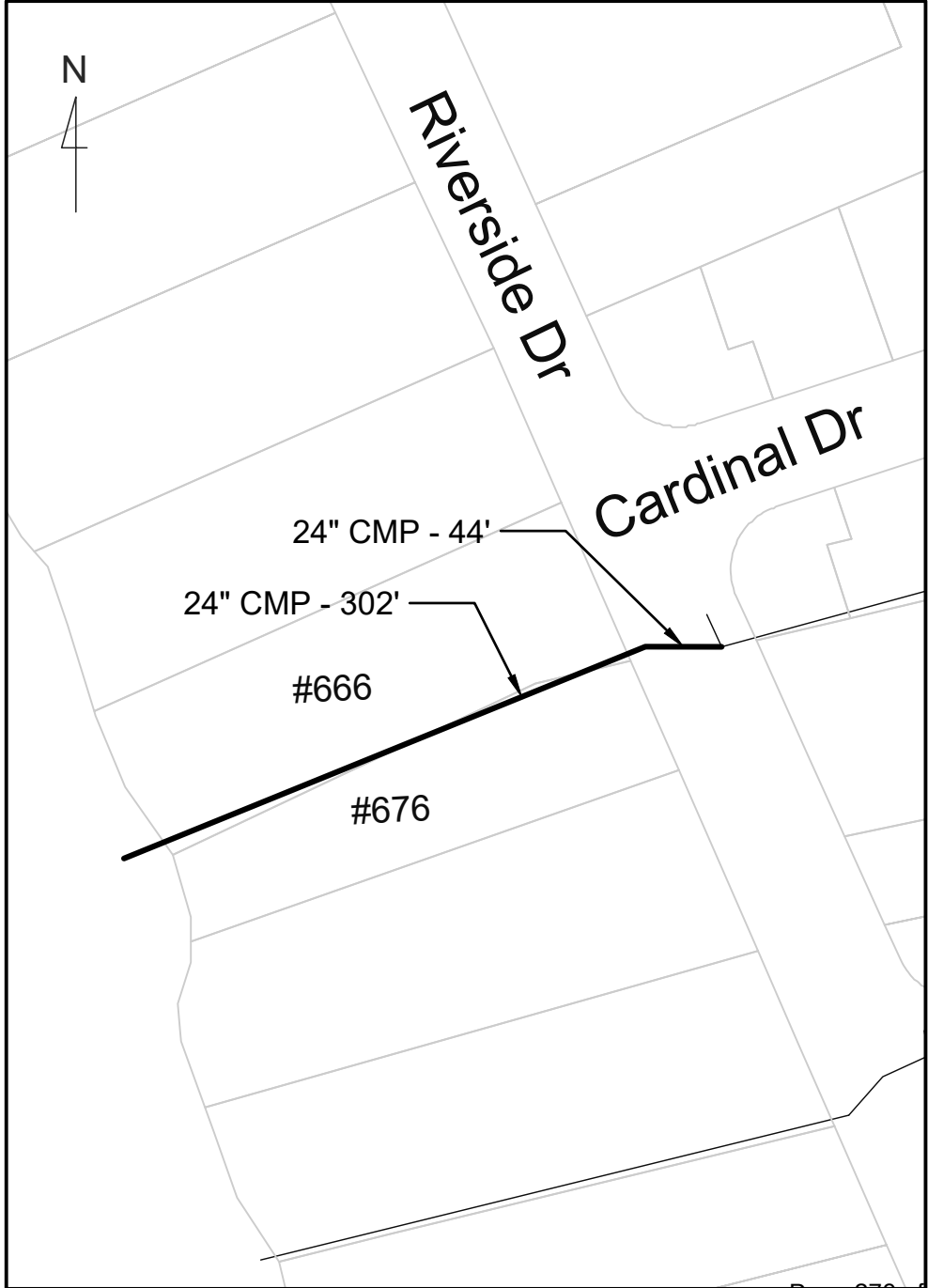
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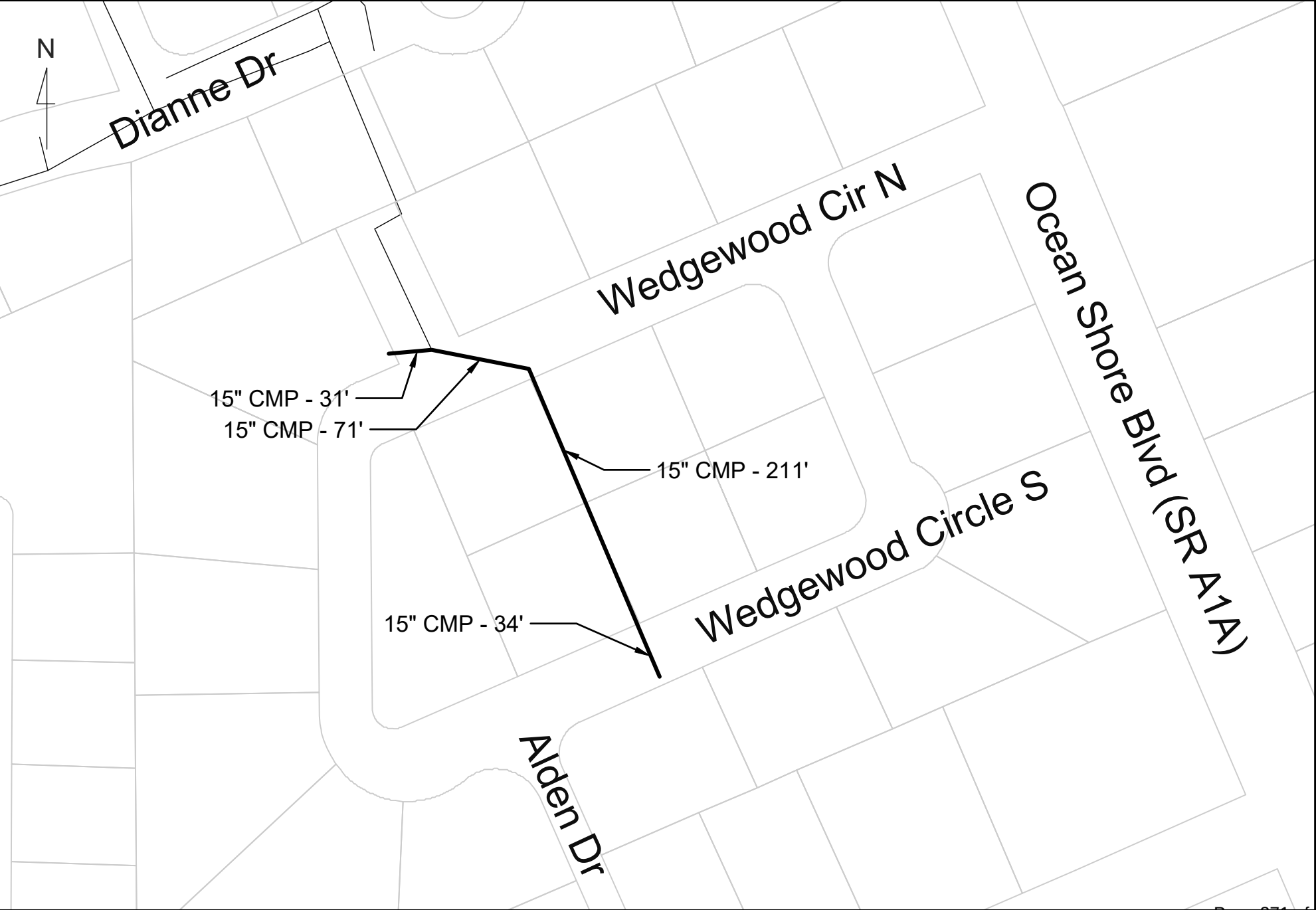


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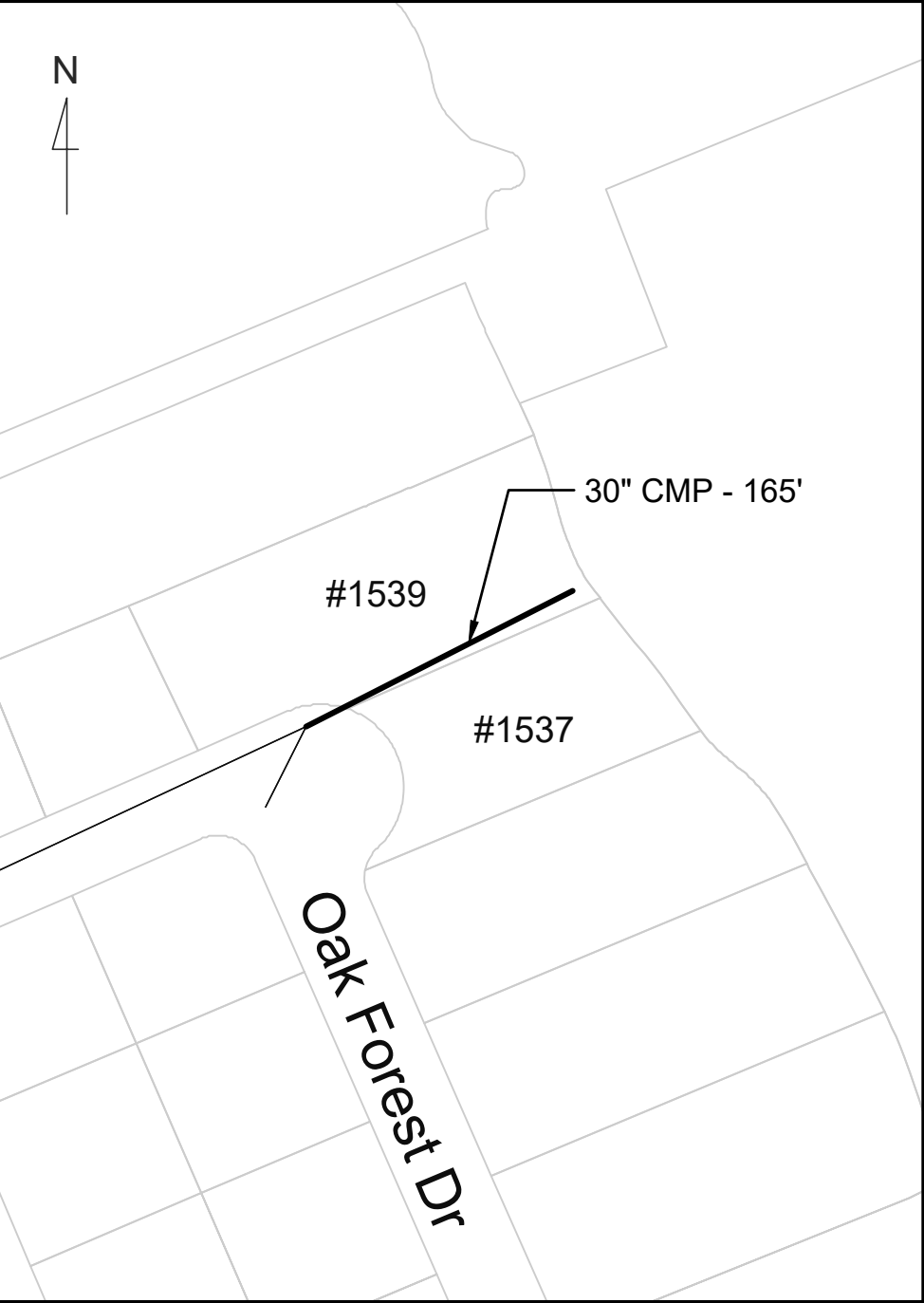


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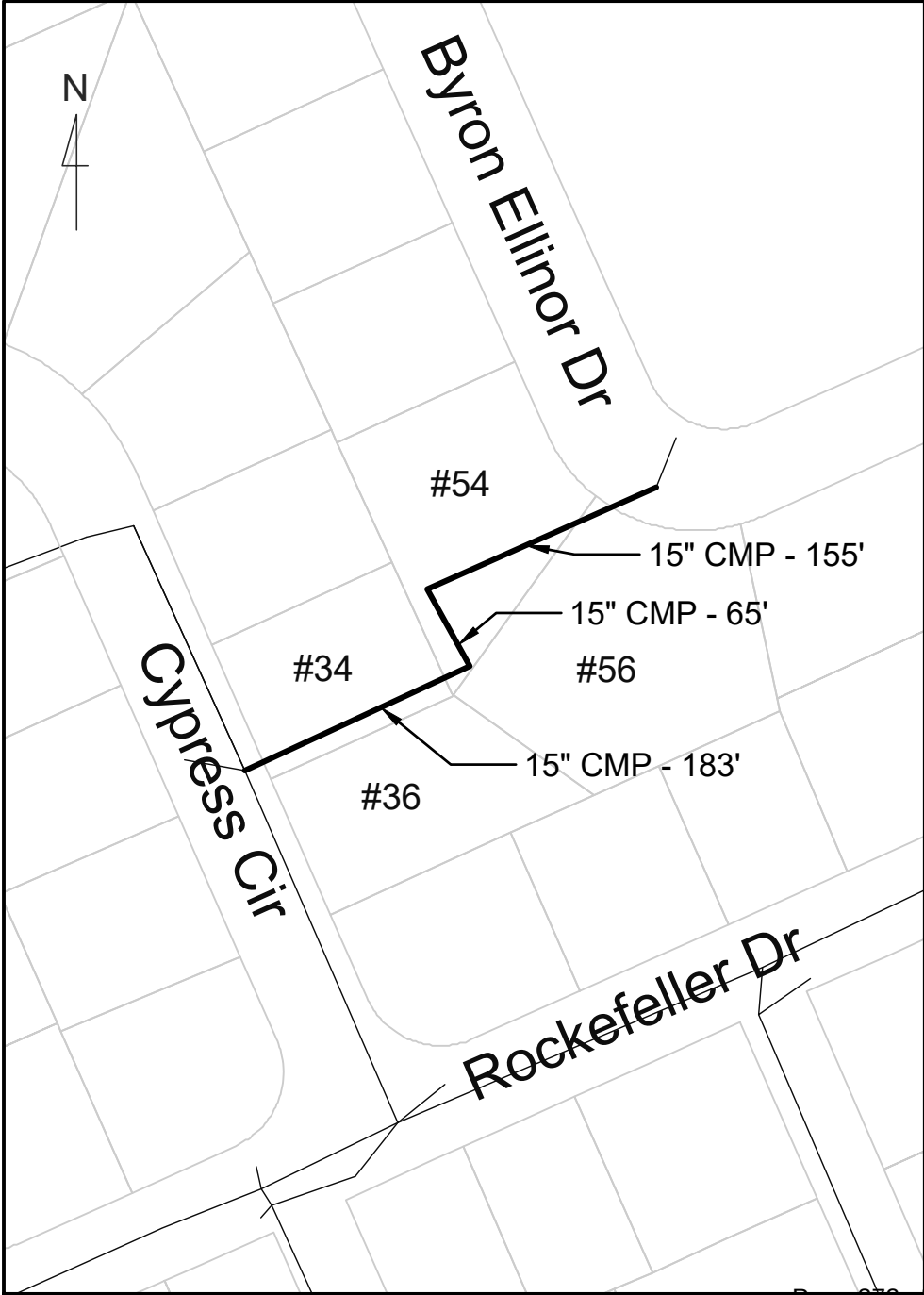
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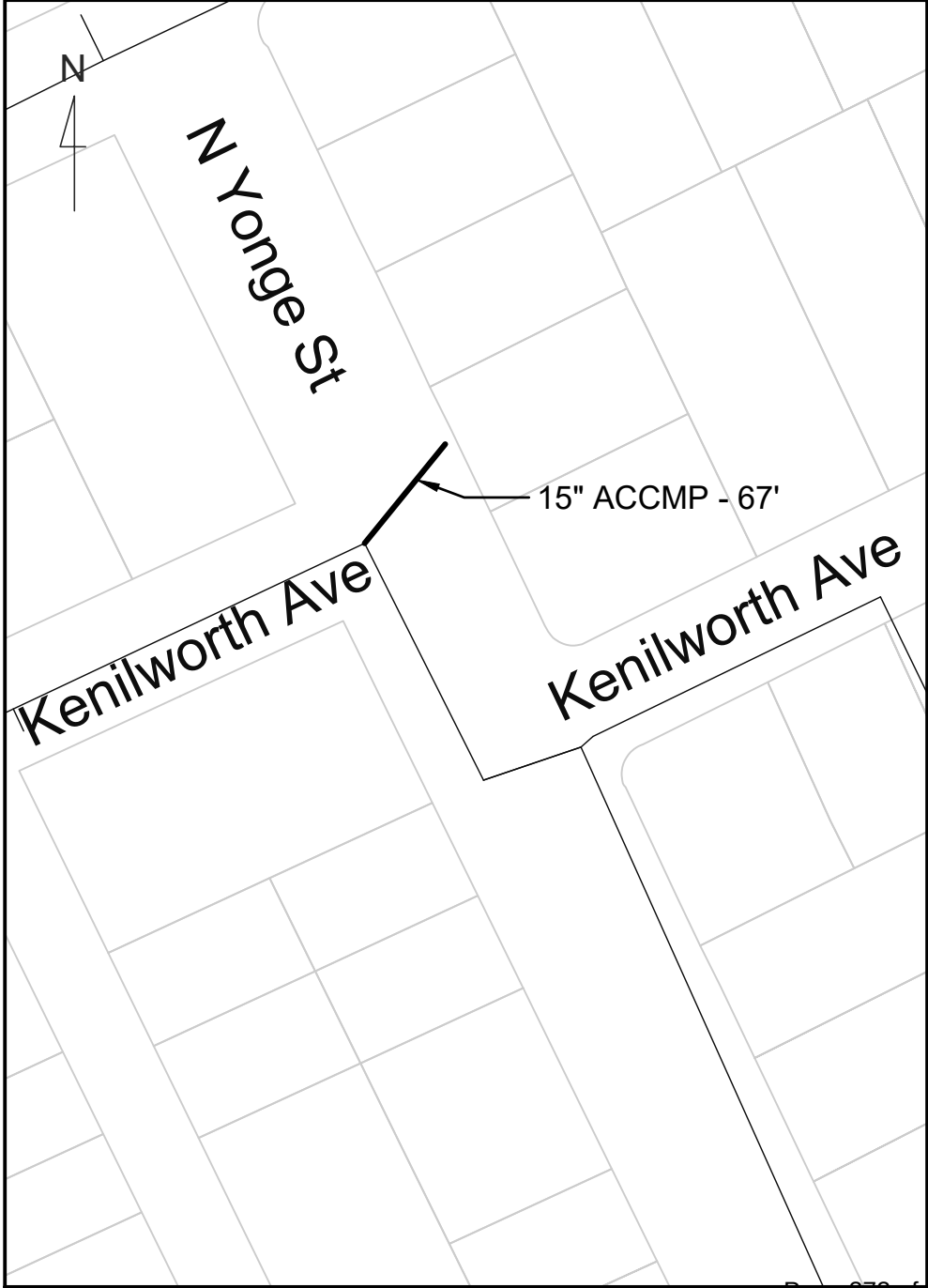
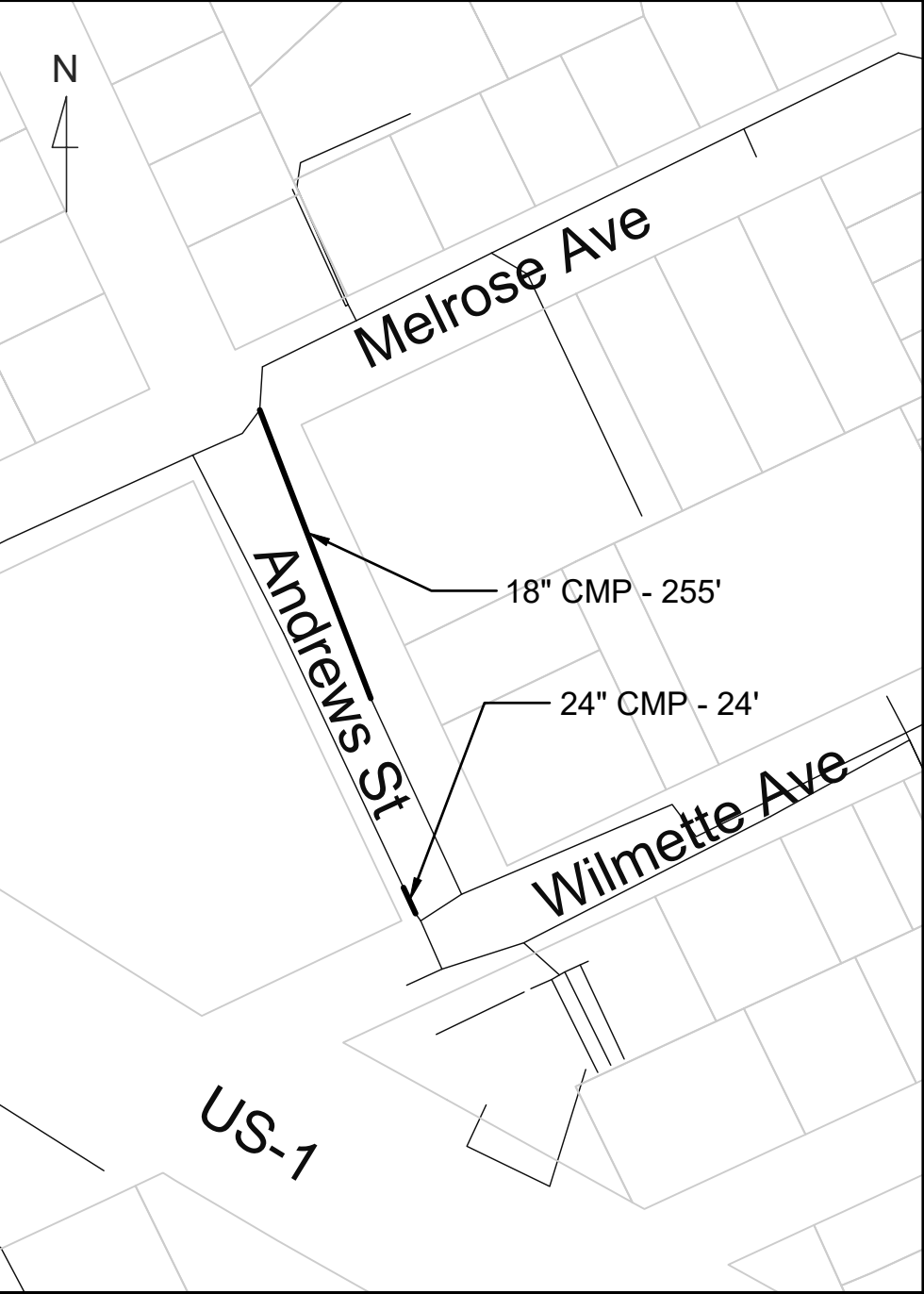
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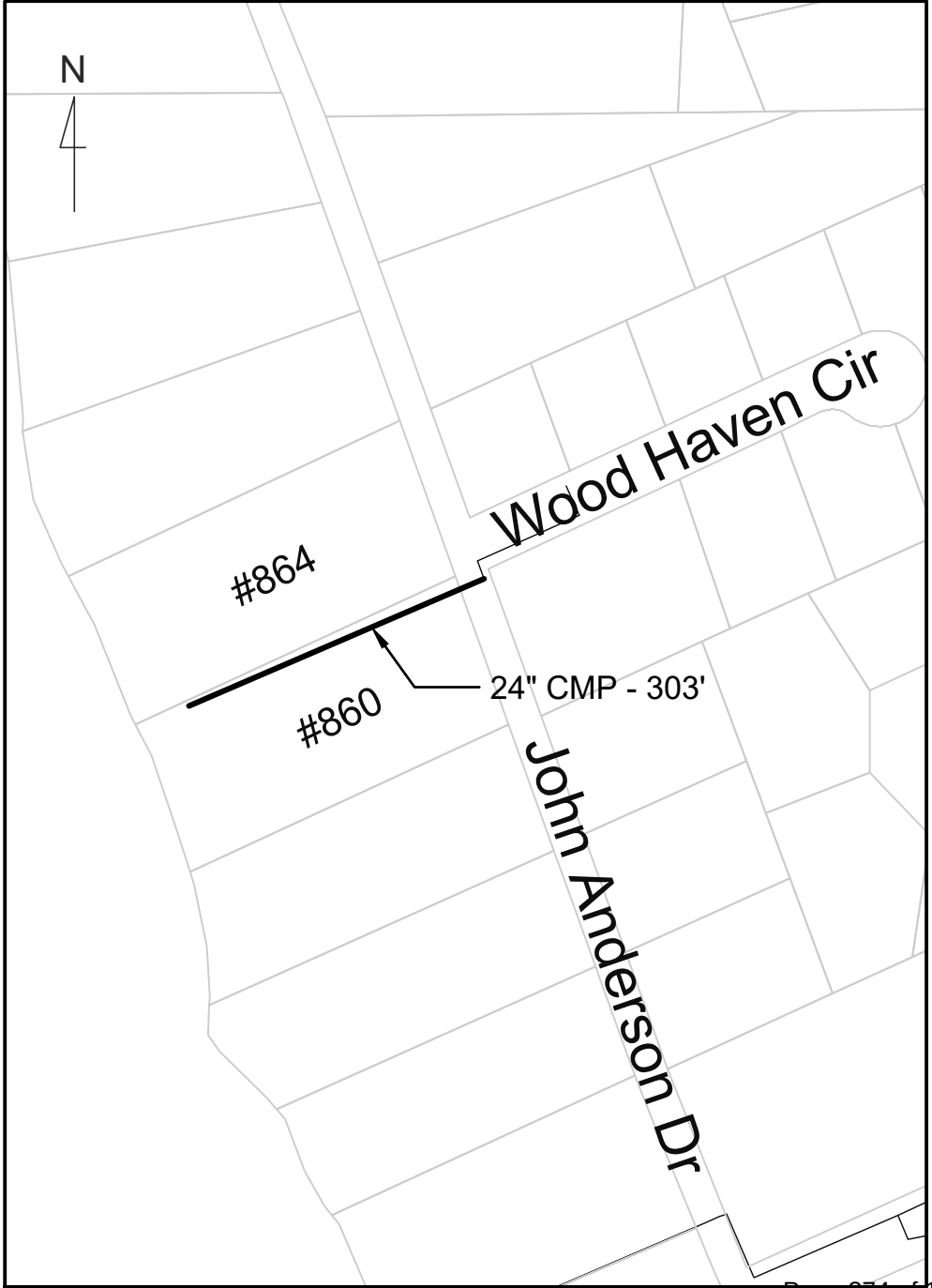
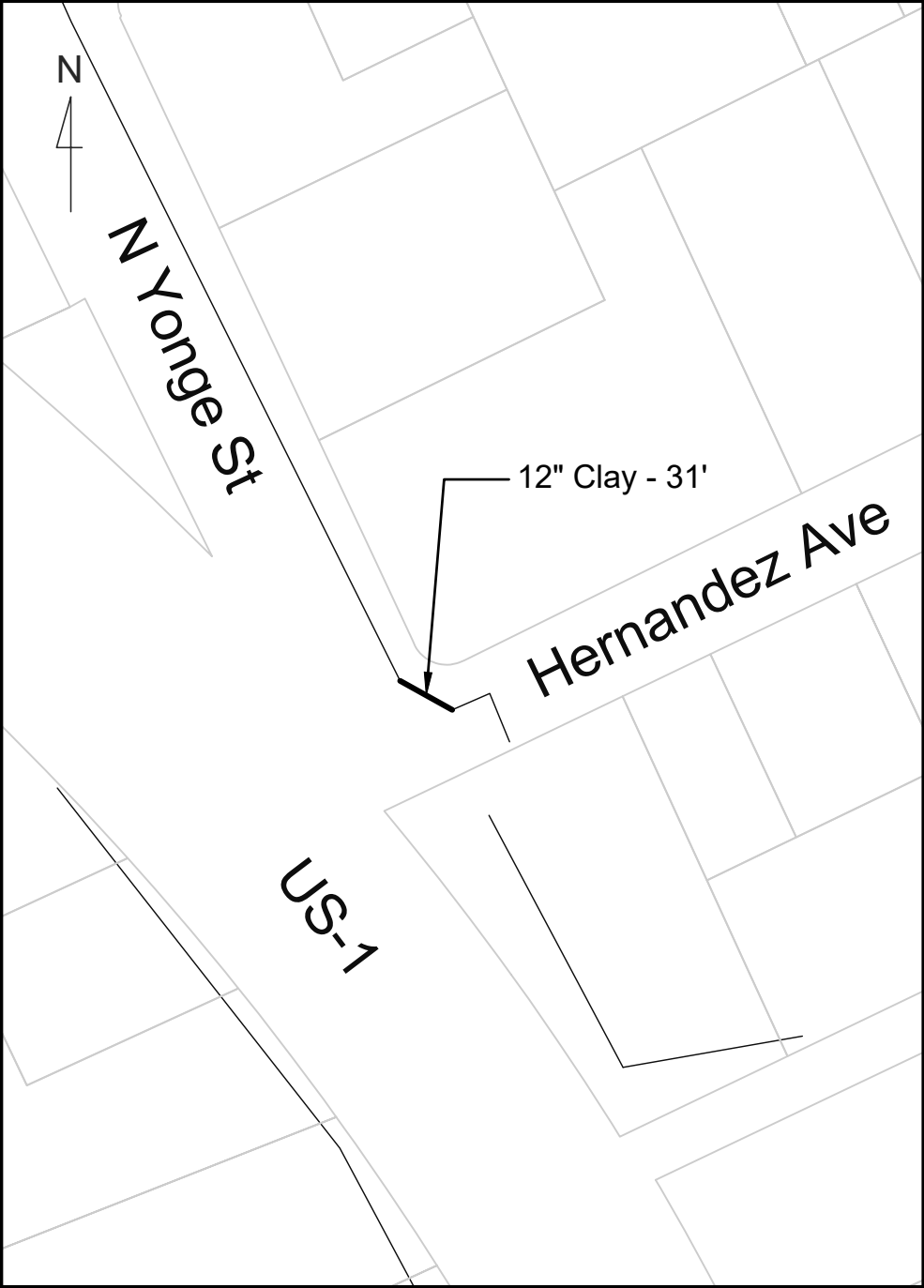
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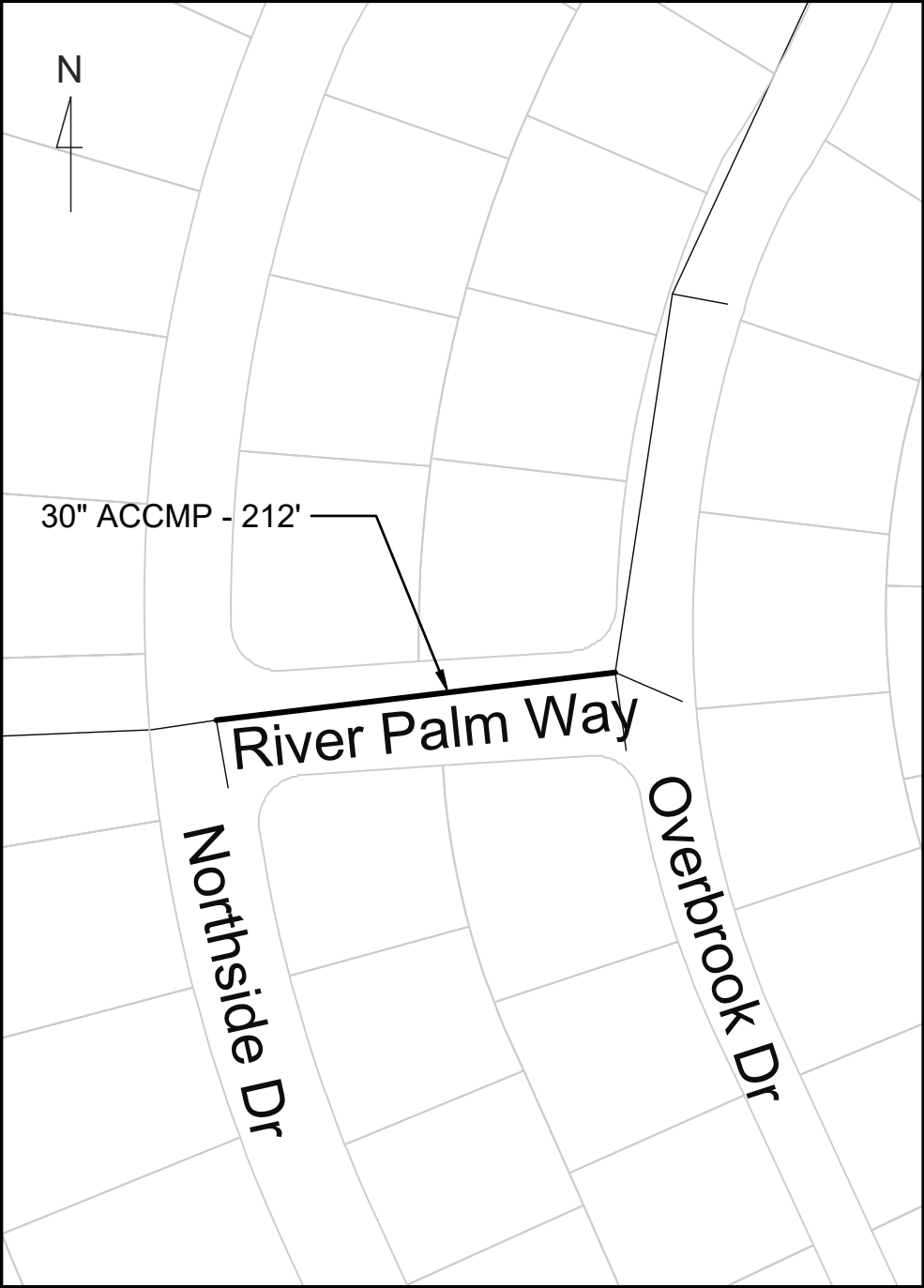
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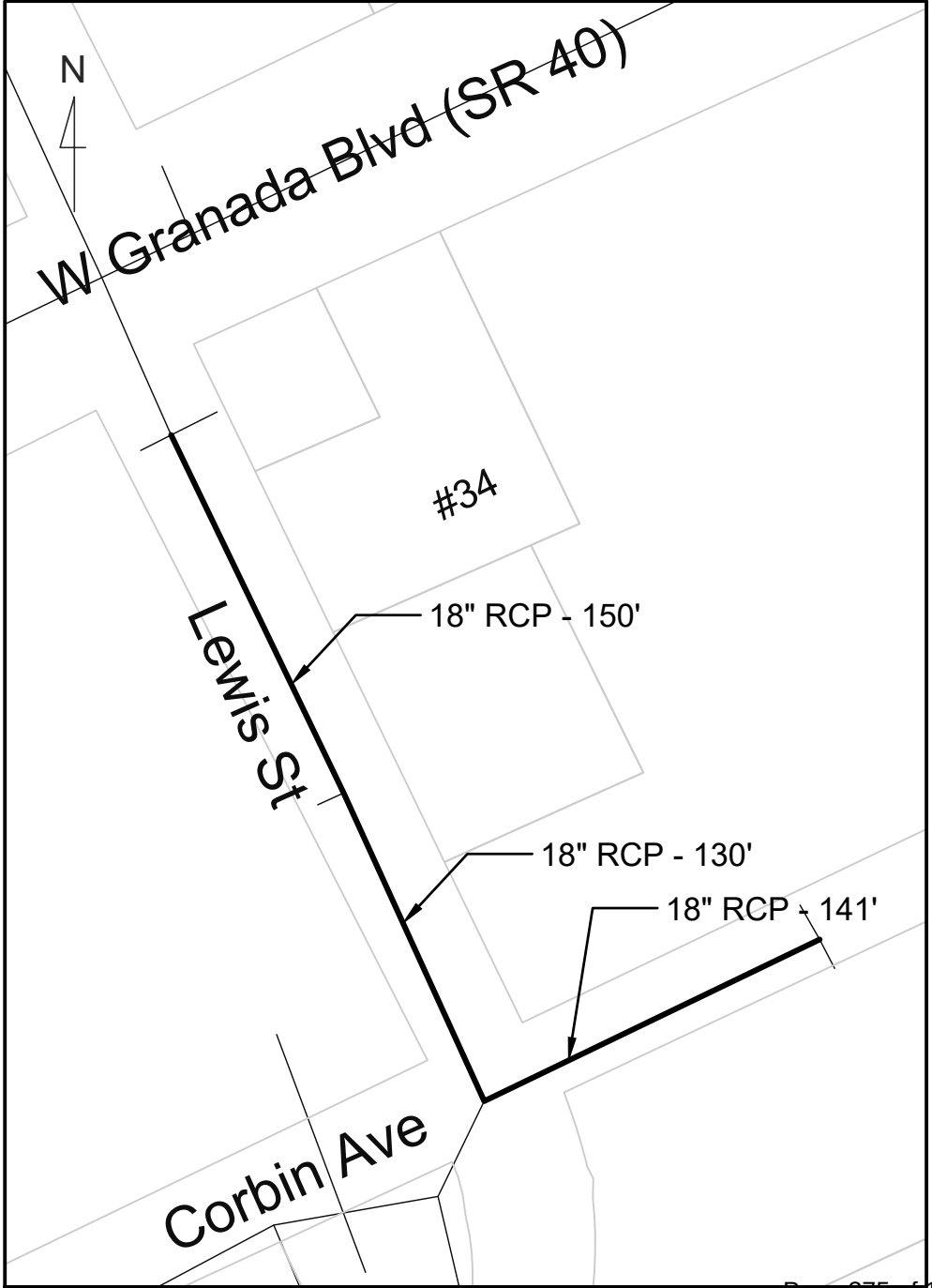
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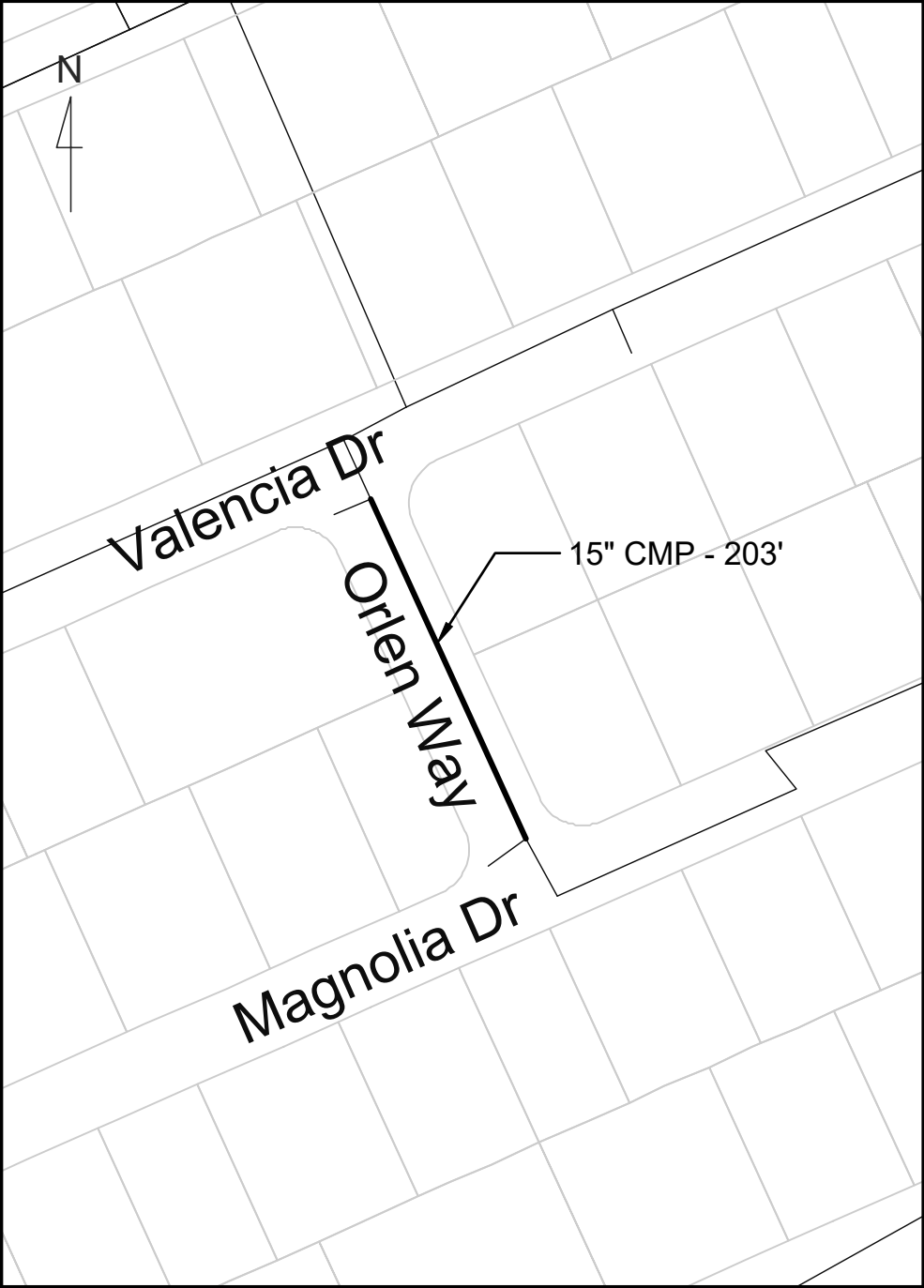
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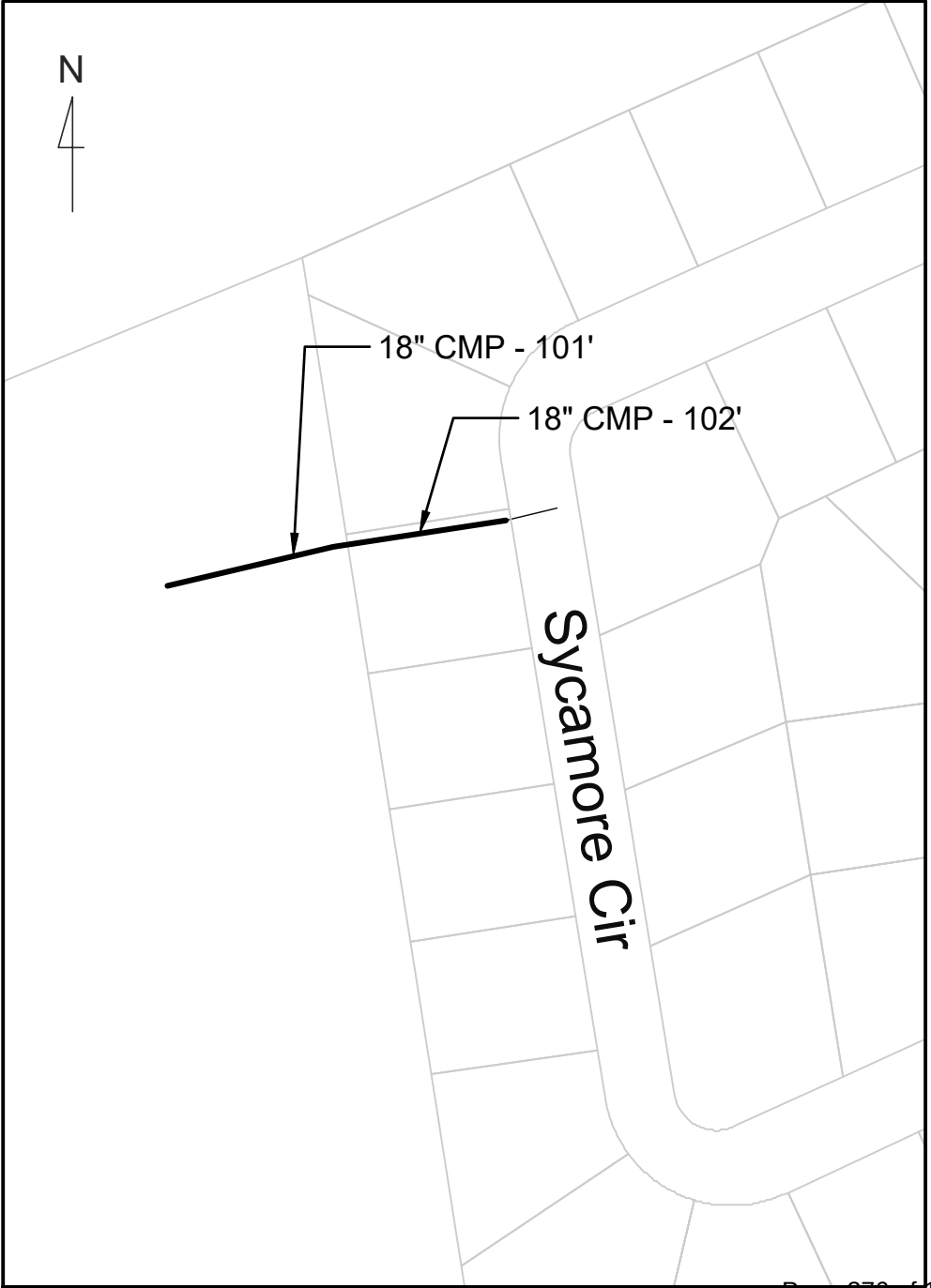
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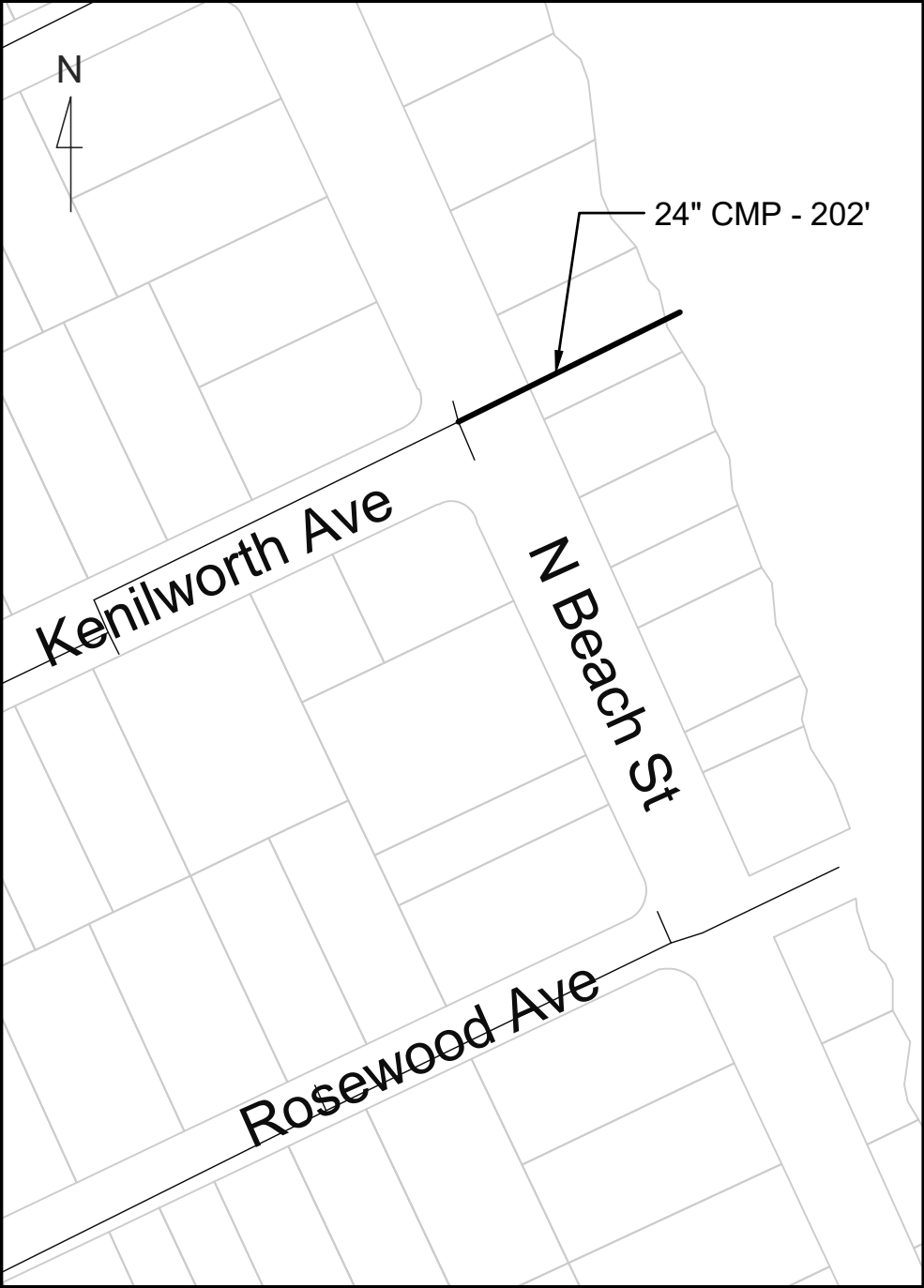
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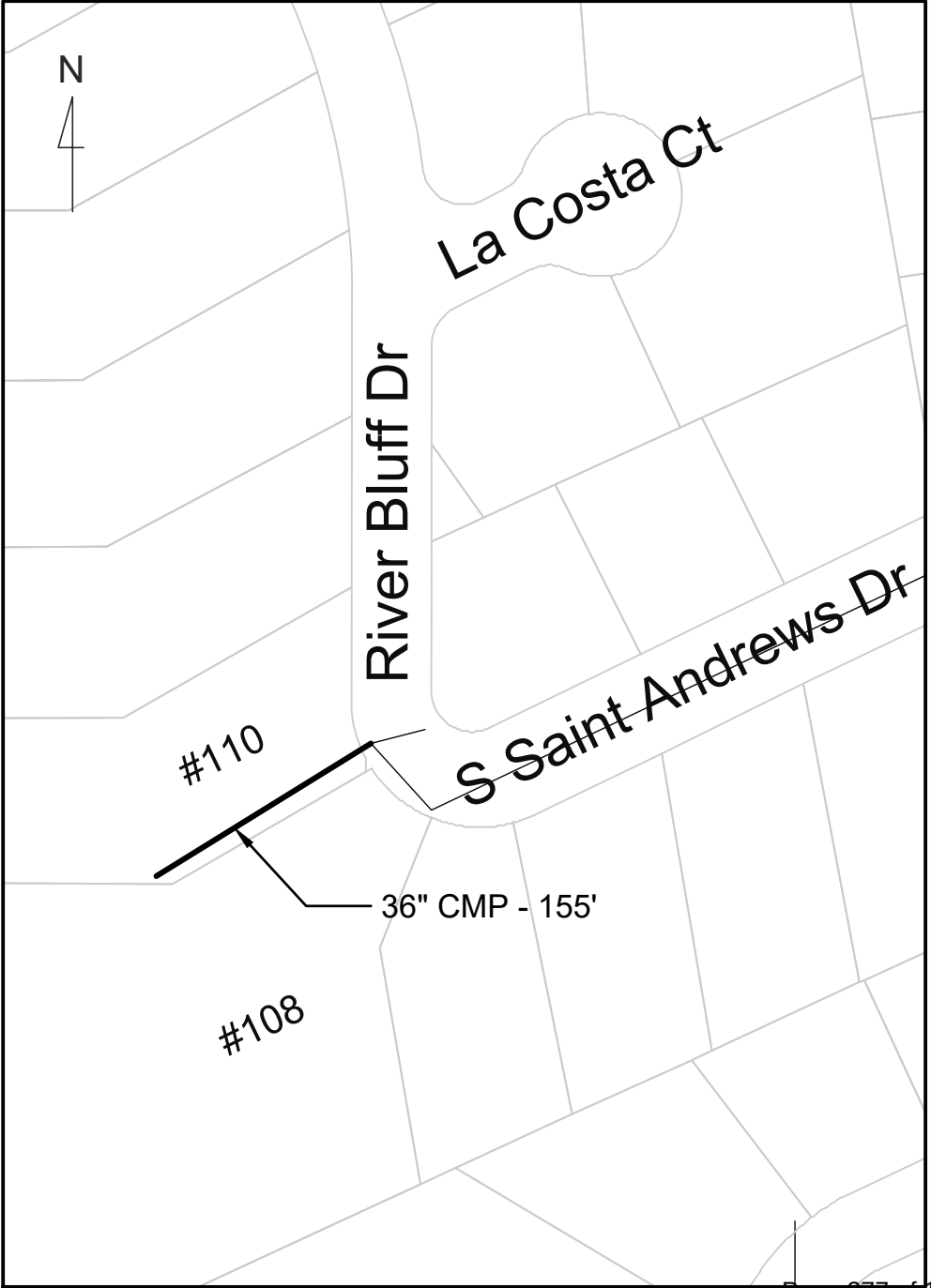
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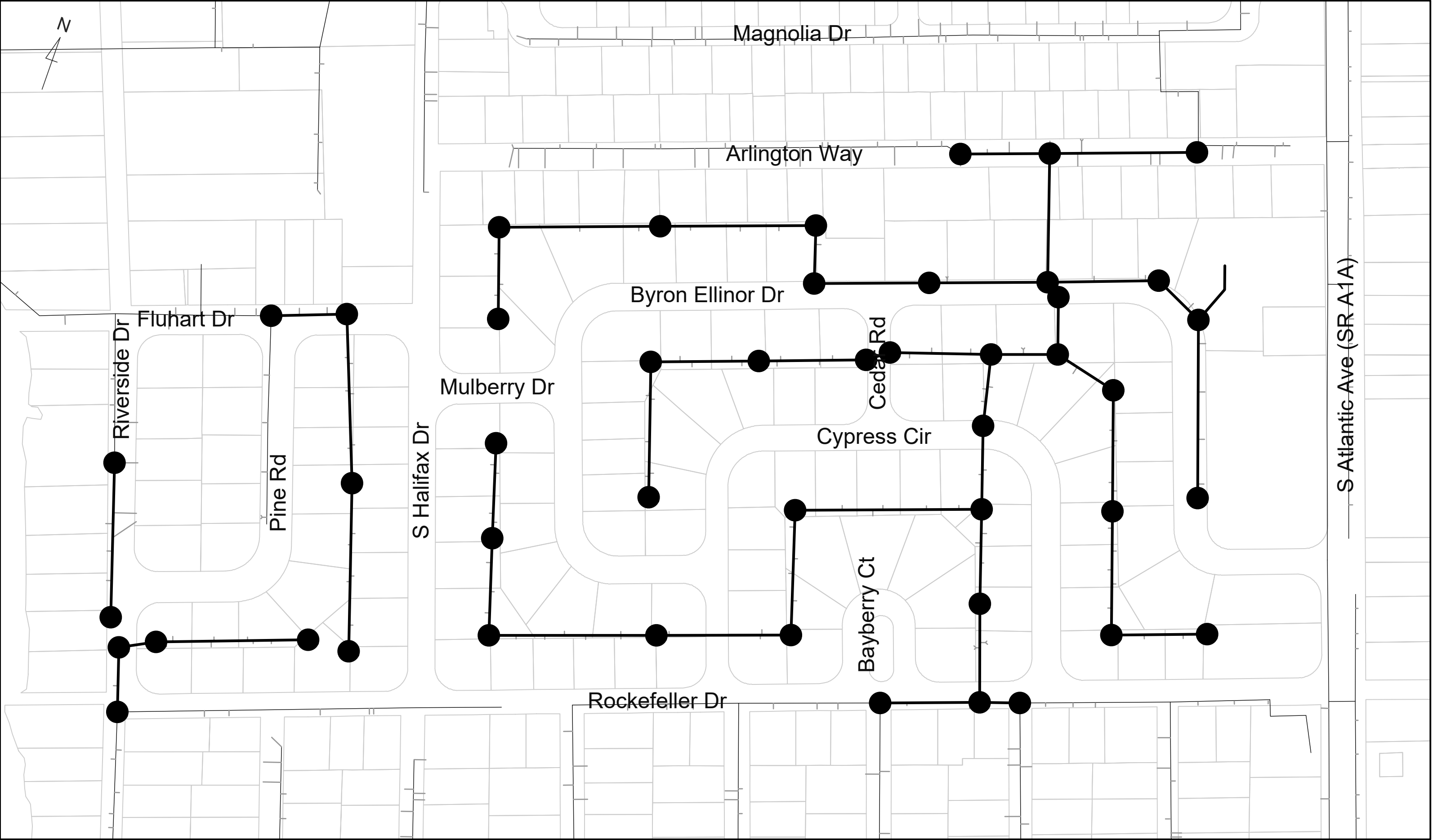


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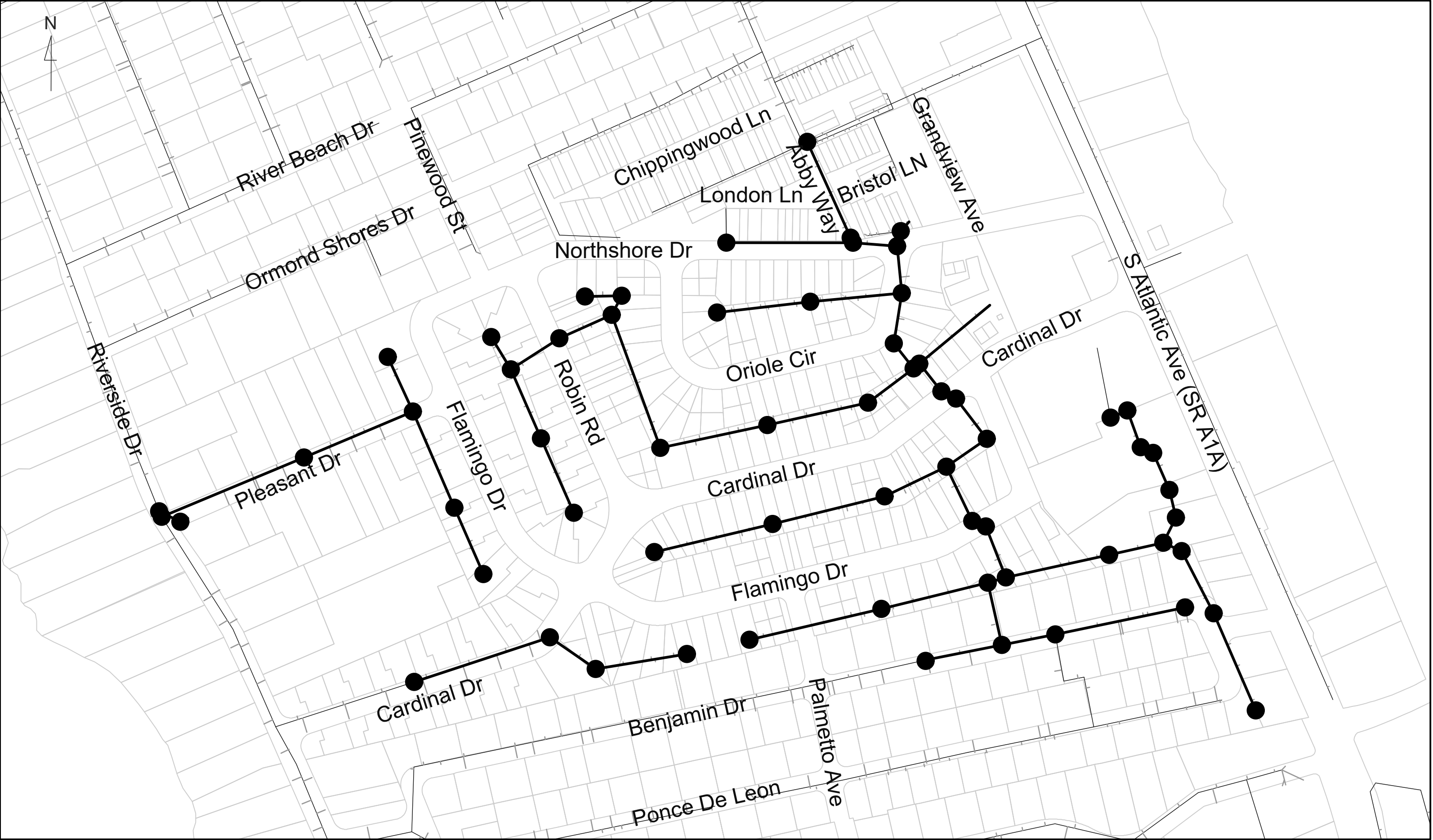


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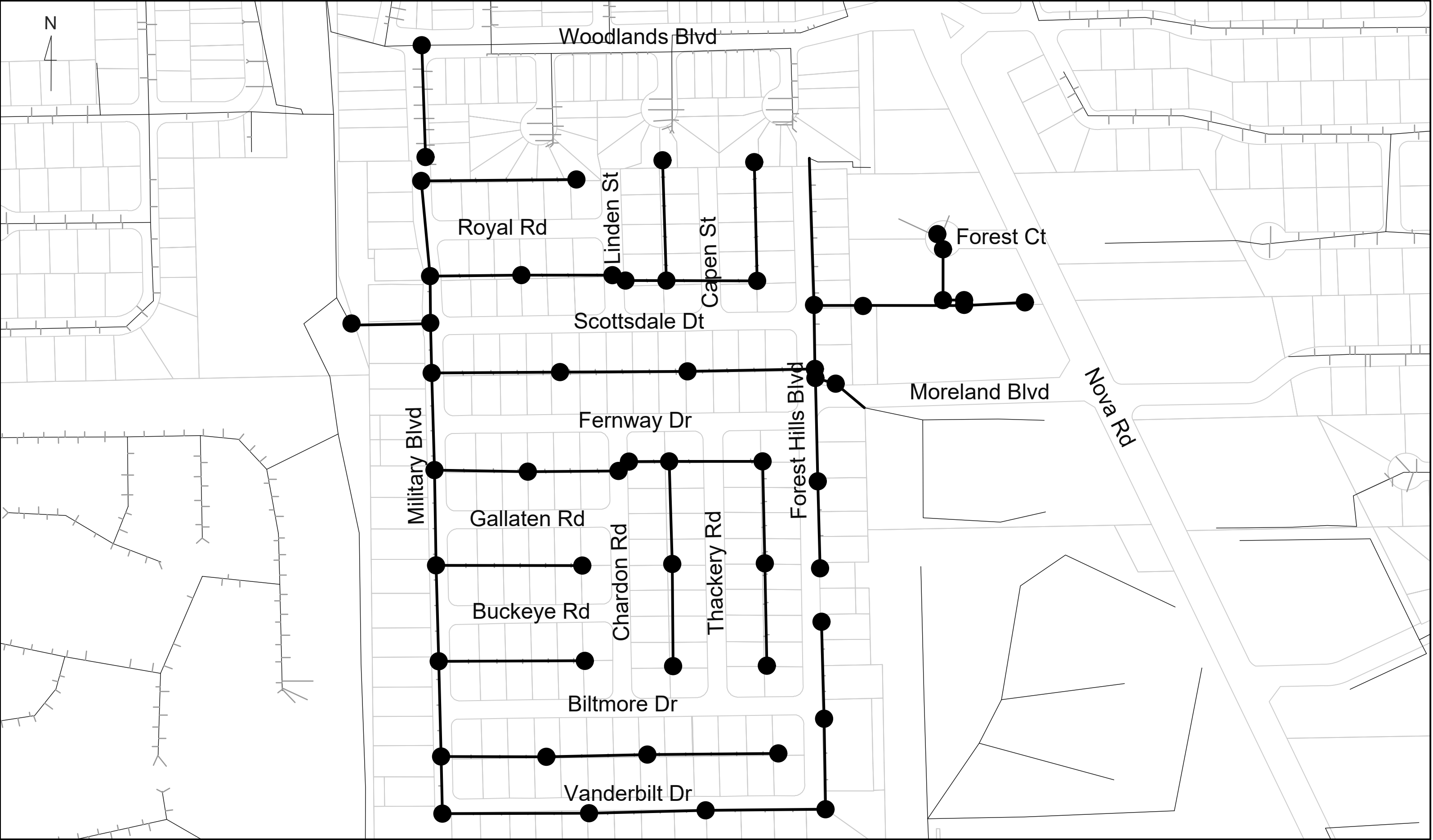
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2022 / 2023 STORM & SEWER LINING



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2023 Storm and Sewer Lining

Bid No. 2023-15



City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

2023 Storm and Sewer Lining
Ormond Beach, Florida

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Ormond Beach, Florida

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2023 STORM AND SEWER LINING

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SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing **2023 Storm & Sewer Lining, Bid No. 2023-15** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **February 15, 2023 at 2:00pm**, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consist of: Cured in place lining of approximately 3,093 LF of 8” sanitary sewer, rehabilitating and lining 31 sanitary sewer manholes, and cured in place lining of approximately 5,030 LF of storm pipes ranging in size 12”-36”. Additionally, televised recorded inspection and findings report for approximately 20,864 LF of gravity main sewer and alternatively 12,663 LF of gravity main sanitary sewer of various diameter. The work is shown on the Drawings and specified in the Project Manual. The project Drawings, Specifications and related Bidding documents are available on-line at **www.demandstar.com**, or by calling DemandStar at (206) 940-0305. If you have difficulty obtaining these documents, please contact the City’s purchasing office at (386) 676-3223.

A **pre-bid conference** to discuss the details and requirements of the contract will be held on **February 2, 2023 at 2:00pm**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **February 7, 2023** at 5:00pm.

END OF SECTION

SECTION 00100
INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

The City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

The ENGINEER for this project is:

The City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

00102. Copies of Bidding Documents

2.1 The City uses the services of DemandStar (www.demandstar.com) to advertise/distribute its bids and RFP's via the internet.

2.2 Complete sets of the Bidding Documents may be obtained from the issuing office designated in the Advertisement for Bids.

2.3 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.4 OWNER and ENGINEER in making copies of Bidding Documents available, on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

00102.1 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) 676-3297
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this bid solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119, F.S., the Public Records Act. Information and materials received by the City of Ormond Beach in connection with responsive bids shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 30 days after bid opening, whichever occurs first.

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. 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.

4.1 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of

the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to Rob.Hart@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

00108. 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.

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract

Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid unless it has been prefilled with the ENGINEER. In this latter case, the bid shall state that the information has been prefilled. Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to

reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss. If the OWNER after due investigation has reasonable objection to any proposed material or equipment item, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract may not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any material or equipment manufacturer so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER. This acceptance of a material or equipment manufacturer does not relieve the CONTRACTOR from the responsibility of submitting shop drawings in accordance with Section 01300 before incorporating said material and/or equipment into the Work.

00114. Material and Equipment Substitutions

Excluding items called for in the bidders Equipment and Subcontractors List in the Bid, Section 00300, whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or equivalent" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Section 01630 - Substitutions and Product Options.

00115. Bid Form

15.1 Bids shall be submitted on standard forms which are furnished in this Project Manual.

15.2 Bid Forms must be completed in ink or by typewriter. All blank spaces must be filled. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

15.3 The estimate of the various quantities of work applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment will be made on the basis of the actual completed quantities of each item.

15.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

15.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

15.6 Bids by a Joint Venture must be executed by all individuals, Partners, or Corporations interested in the Joint Venture in the same manner that bids by these separate entities are required to be executed.

15.7 All names must be typed or printed below the signature.

15.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

15.9 The address to which communications regarding the Bid are to be directed must be shown.

15.10 Only one bid from any individual, firm, partnership or corporation under the same or different names, will be considered. Should it appear to the OWNER that any Bidder is interested in more than one bid, all bids in which such Bidder is interested will be rejected.

00116. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title, and Bidder's Name and Address, accompanied by the Bid Security and other required documents. Include one (1) original bid form and (1) electronic file (thumb/flash drive or CD). If the Bid is sent through the mail or other delivery system, the sealed Bid shall be sent in a separate envelope with the notation "BID ENCLOSED" as well as the Bid Number, Project Title, and Bid Opening Date clearly displayed on the shipping envelope/package.

Submit bids to:

City of Ormond Beach
Purchasing Coordinator
22 South Beach Street, Room 101
Ormond Beach, FL 32174

00117. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

00118. Opening of Bids

Bids will be opened publicly and read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

00119. Bids to Remain Open

All Bids shall remain open for ninety (90) days after the day of the Bid opening, but OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

00120. Award of Contract

20.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

20.2 In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but OWNER may accept them in any order or combination.

20.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items or material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.

20.4 Irregular bids may be rejected. Irregular bids are defined as those containing serious omissions, unauthorized alternative bids, incomplete bids or unbalanced bids. Failure to provide all of the information required to accompany the bid will be considered to be a serious omission.

20.5 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid.

20.6 OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

20.7 If the contract is to be awarded it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the Project. The low bid will be based on the total cost of the Base Bid and, when applicable, any Additive or Deductive Alternates that are to be included in the Contract, as decided by the OWNER.

20.8 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within the number of days after the day of the Bid opening specified in the Advertisement for Bids to remain open.

00121. Performance and Other Bonds

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to OWNER it shall be accompanied by the required Contract Security.

00122. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five (5) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days thereafter CONTRACTOR shall sign all and deliver at least five (5) counterparts of the Agreement to OWNER with other Contract Documents attached. Within ten (10) days thereafter OWNER will deliver fully signed counterparts to CONTRACTOR.

00123. Special Requirements

23.1 Financing. Funds will be available for payment of estimate draws as they become due.

23.2 Prohibited Interests. No official of the OWNER who is authorized in such capacity, and on behalf of the OWNER to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

23.3 Performance of Work by CONTRACTOR:

Contract Assignment. The successful Bidder (or Bidders) will be required to perform the work as a prime contractor.

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the OWNER.

END OF INSTRUCTION TO BIDDERS

SECTION00300
BID

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION:

2023 Storm & Sewer Lining

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2023-15

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

City of Ormond Beach
22 South Beach Street Rm 101
Ormond Beach, Florida 32174

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

BID (Cont'd.)
2023 Storm & Sewer Lining
ORMOND BEACH, FLORIDA

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

(c) This Bid 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; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

5. BIDDER will complete the Work for the following price(s):

BID SCHEDULE

STORM				
Item Description	Item Quantity	Units	Unit Price	Total Estimated Price
Cured in place liner- 12" CMP, 7.5mm	31	LF		
Cured in place liner- 15" CMP, 9.0mm	1731	LF		
Cured in place liner- 18" CMP, 10.5mm	1040	LF		
Cured in place liner- 24" CMP, 12.0mm	1078	LF		
Cured in place liner- 30" CMP, 13.5mm	995	LF		
Cured in place liner- 36" CMP, 15.0mm	155	LF		

SEWER				
Item Description	Item Quantity	Units	Unit Price	Total Estimated Price
Cured in place liner-8" VCP, 6.0mm	3093	LF		

BID (Cont'd.)
2023 Storm & Sewer Lining
ORMOND BEACH, FLORIDA

MANHOLES				
Item Description	Item Quantity	Units	Unit Price	Total Estimated Price
LINING OF MANHOLES, EPOXY	256	VF		
CONDITION I/WALL RESTORATION WITH CEMENT UNDERLAYMENT	37	VF		
CONDITION II/WALL RESTORATION WITH CEMENT UNDERLAYMENT	104	VF		
CONDITION III/WALL RESTORATION WITH CEMENT UNDERLAYMENT	115	VF		
WATER INFILTRATION/CHEMICAL GROUTING	20	GAL		
BENCH REPAIR/REFORM EXISTING FLOW CHANNEL(S)	8	EA		
BENCH REPAIR/COMPLETE REPLACEMENT	8	EA		
REPLACEMENT OF MANHOLE RING & COVER (IN ASPHALT)	6	EA		

SANITARY SEWER INSPECTION, Elinore Heights/Village				
Item Description	Item Quantity	Units	Unit Price	Total Estimated Price
INSPECT 6-INCH SANITARY SEWER	527	LF		
INSPECT 8-INCH SANITARY SEWER	16613	LF		
INSPECT 10-INCH SANITARY SEWER	2001	LF		
INSPECT 12-INCH SANITARY SEWER	972	LF		
INSPECT 15-INCH SANITARY SEWER	751	LF		
ROOT CUT MEDIUM, PIPE DIAMETER 6"-10"	1925	LF		
ROOT CUT MEDIUM, PIPE DIAMETER 12"-15"	175	LF		
ROOT CUT BALL, PIPE DIAMETER 6"-10"	370	LF		
ROOT CUT BALL, PIPE DIAMETER 12"-15"	40	LF		
INSPECT MANHOLE	114	EA		

TOTAL BASE BID \$ _____
 (Figures)

 (Words)

BID (Cont'd.)
2023 Storm & Sewer Lining
ORMOND BEACH, FLORIDA

ALTERNATE NO.1,

SANITARY SEWER INSPECTION, Forest Hills				
Item Description	Item Quantity	Units	Unit Price	Total Estimated Price
INSPECT 8-INCH SANITARY SEWER	12505	LF		
INSPECT 10-INCH SANITARY SEWER	158	LF		
ROOT CUT MEDIUM, PIPE DIAMETER 6"-10"	1270	LF		
ROOT CUT BALL, PIPE DIAMETER 6"-10"	245	LF		
INSPECT MANHOLE	56	EA		

TOTAL BID ALTERNATE

\$ _____
(Figures)

(Words)

BID (Cont'd.)
2023 Storm & Sewer Lining
ORMOND BEACH, FLORIDA

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within 120 calendar days after the date when the Contract Time commences to run, and completed within 150 calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER THREE HUNDRED Dollars (\$ 300) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of
 - (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or
 - (2) a Bid Bond in the amount of 5 percent of the total bid.
- (b) Equipment, Material, and Subcontractors List
- (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).
- (d) Drug Free Workplace Certificate
- (e) Conflict, Non-Conflict of Interest, Litigation Statement
- (f) Local Vendor Preference
- (g) Verification of Employment Status Using E-Verify System

BID (Cont'd.)
2023 Storm & Sewer Lining
ORMOND BEACH, FLORIDA

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: _____
Street Address: _____
City, State, Zip Code: _____
Email: _____
Telephone No.: _____ Fax No.: _____

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20 ____.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

_____(SEAL)
(Individual's Name - Typed or Printed)

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
2023 Storm & Sewer Lining
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____(SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
2023 Storm & Sewer Lining
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

(Name of Person Authorized to Sign - Typed or Printed)

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
2023 Storm & Sewer Lining
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID (Cont'd.)
2023 Storm & Sewer Lining
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
2023 Storm & Sewer Lining
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
2023 Storm & Sewer Lining
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

	Estimated Quantity	Units	Unit Price	Total Estimated Price
ITEM				
1. Trench Excavation		L.F.		
2. Sheet piling/Shoring		S.F.		

Name (signature)

Date

Name (typed or printed)

Title

BID (Cont'd.)
2023 Storm & Sewer Lining
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

Identical Or “Tie” Bids: 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.

Name (signature)

Date

Name (typed or printed)

Title

BID (Cont'd.)
2023 Storm & Sewer Lining
ORMOND BEACH, FLORIDA

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

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
2023 Storm & Sewer Lining
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

BID (Cont'd.)
2023 Storm & Sewer Lining
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

BID (Cont'd.)
2023 Storm & Sewer Lining
ORMOND BEACH, FLORIDA

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 (PRINT OR TYPE)

TITLE

DATE

END OF BID

00300-17

**SECTION00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____

(hereinafter called *Principal*) and

(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **2023 STORM & SEWER LINING (BID No. 2023-15)** in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20_____.

(Principal)

By: _____

ATTEST:

(Surety)

By: _____

(SEAL)

END OF SECTION

SECTION 00500
FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Ormond Beach, a Municipal Corporation in the State of Florida (hereinafter called OWNER) and

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 2023.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consist of: Cured in place lining of approximately 3,093 LF of 8” sanitary sewer, rehabilitating and lining 31 sanitary sewer manholes, and cured in place lining of approximately 5,030 LF of storm pipes ranging in size 12”-36”. Additionally, televised recorded inspection and findings report for approximately 20,864 LF of gravity main sewer and alternatively 12,663 LF of gravity main sanitary sewer of various diameter.

The Project for which the Work under the Contract Documents maybe the whole or only a part is generally described as follows:

2023 STORM & SEWER LINING
and Bid No. 2023-15

Article 2. ENGINEER

The Project has been designed by City Engineer, 22 South Beach Street, Ormond Beach, FL 32174, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within **120** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within **150** calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated

damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER THREE HUNDRED Dollars (\$300) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the unit price TOTAL BID of \$ _____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety-Five percent (95%) of the Work completed.

Ninety-Five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

- 7.1 This Agreement (pages 1 to 5 , inclusive).
- 7.2 Exhibits to this Agreement (pages ____to ____, inclusive).
- 7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.
- 7.4 Notice of Award.
- 7.5 General Conditions (pages 1 to 35 , inclusive).
- 7.6 Supplementary Conditions (pages 1 to 7 , inclusive).

7.7 Specifications bearing the title:

2023 STORM & SEWER LINING

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 19 sheets numbered 1 through 19 inclusive and bearing the following general title:

2023 STORM & SEWER LINING

7.9 Addenda numbers ____ to ____, inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 17, inclusive) marked exhibit _____ (Attach Bid Form only in special circumstances).

7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____, inclusive).

7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

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

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR, and to ENGINEER as applicable. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2023

OWNER City of Ormond Beach CONTRACTOR _____

By _____ By _____

Bill Partington
Mayor

(Title)

[CITY SEAL]

[SEAL]

Attest _____ Attest _____

Joyce A. Shanahan
City Manager

(Title)

Address for giving notices:

City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

Address for giving notices:

License No. _____

Registered Agent for service process:

(Name)

(Title)

END OF AGREEMENT

**SECTION 00610
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____ Dollars, (\$ _____) in lawful money of the United
States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with
OWNER, dated ___ day of _____, 20___, for the construction of:

2023 STORM & SEWER LINING

Bid No. 2023-15

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants,
terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which
may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if
he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the
OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay
the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the
SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK
or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the
Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety
on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the
right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

(Principal) Secretary

Principal

By _____(s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**SECTION 00615
PAYMENTBOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____ Dollars, (\$ _____) in lawful money of the United
States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with
OWNER, dated ___ day of _____, 20___, for the construction of:

**2023 STORM & SEWER LINING
Bid No. 2023-15**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and
corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such
contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil,
gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the
construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK
whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and
effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the
SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK
or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the
Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety
on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____(s)

(Principal) Secretary

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for Owner

This the _____ day of _____, 2023.

END OF SECTION

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

1.20. Furnish - The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

- 1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.
- 1.26. OWNER - The City of Ormond Beach, Florida.
- 1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.
- 1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.
- 1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.
- 1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- 1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

1.36. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

6.11. 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 laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures are reasonably expected. The OWNER may order work to be stopped if conditions exist that present on immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the OWNER.

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who maybe affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. 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 utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

- 1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or
- 2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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, regulation and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action with loss control/safety measures as 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.

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5. In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfilled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfilled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at anytime and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

- 15.2. Upon the occurrence of any one or more of the following events:
 - 15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;
 - 15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
 - 15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;
 - 15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or
 - 15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severally liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

16.7 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.

Waiver of Right to Jury Trial:

16.8 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.

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

- 16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

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 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
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(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
(N/A for construction contracts)**

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.

END OF SECTION

LIEN WAIVER

The undersigned does hereby certify that through _____, 2023, the undersigned has performed labor and/or furnished materials for the construction of the _____ located at _____ owned by _____, at a price of \$_____, and in consideration of the payment to the undersigned of such sum, the receipt of which is hereby acknowledged, the undersigned does hereby release and waive all liens and claims to liens which the undersigned may have as a result of the performance of such labor and/or the furnishing of such materials, and that the undersigned has paid in full for all materials purchased by the undersigned in connection with such project and for all labor furnished by the undersigned in connection with such project. The undersigned further certifies that the last date on which the undersigned furnished such labor and/or materials was _____, 2023.

CONTRACTOR

By _____ DATE: _____

TITLE: _____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, the _____ of _____, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2023.

Notary Public in and for
said County and State

SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Work Covered by Contract Documents:

Work under this Contract is described as: **2023 STORM & SEWER LINING**
Bid Number 2023-15

Cured in place lining of approximately 3,093 LF of 8" sanitary sewer, rehabilitating and lining 31 sanitary sewer manholes, and cured in place lining of approximately 5,030 LF of storm pipes ranging in size 12"-36". Additionally, televised recorded inspection and findings report for approximately 20,864 LF of gravity main sewer and alternatively 12,663 LF of gravity main sanitary sewer of various diameter.

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, unit price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's

Primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:

The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
 - Copy of local business tax receipt (where your business is located)
 - Copy of State License (if applicable)
 - Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call:
(386) 676-3233

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular

working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.

The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

None

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

<u>Agency:</u>	<u>Contact phone number:</u>
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 677-0311
Ormond Beach Fire Dept. Administration	(386) 676-3255
Ormond Beach Police Dept. Dispatch	(386) 676-3508
Ormond Beach Public Works Department	(386) 676-3220
Ormond Beach Postmaster (US Postal Service)	(386) 676-0693
Volusia County School Board - Transportation	(386) 258-4677
Volusia County VOTRAN	(386) 756-7496

If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 239-6535
Volusia County Emergency Management	(386) 254-1500
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol Dispatch	(407) 737-2200

If the closure will last longer than 5 days, the CONTRACTOR shall also notify the general public of such closures by placing an advertisement in the "Area" section of the local newspaper no later than 48 hours prior to the closure. The advertisement shall include information describing the extent of the closure (i.e. between which streets; detour routes, etc.), the date the closure will begin,

and estimated date the road will be reopened. Provide a copy of the proposed notification, for approval by the ENGINEER, before placing the advertisement.

The CONTRACTOR shall maintain full compliance with the traffic regulations found in Paragraph 1.06, Section 01500 of this Contract.

Contractor's Hours of Operation:

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient execution of the work requires operations during the night or on week-ends, the written permission of the ENGINEER shall be obtained prior to starting such items of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01025 MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establishes the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

- Clearing and grubbing (including disposal of material).
- Trench excavation, including necessary pavement removal and removal of vegetative surfaces.
- Dewatering and disposal of surplus water.
- Structural fill, backfill, and grading.
- Replacement of unpaved roadways, grass and shrubbery plots. Cleanup.
- Foundation and borrow materials, except as hereinafter specified.
- Testing and placing system in operation.
- Any material and equipment required to be installed and utilized for tests.
- Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
- Maintaining or detouring of the traffic.
- Appurtenant work as required for a complete and operable system.
- Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
- Relocation and/or replacement of irrigation systems disturbed by construction.
- Relocation and/or replacement of mail boxes disturbed by construction.
- Furnishing adequate sanitary facilities for workers.
- Adjustment of valve boxes.
- Supporting of existing utilities during construction

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week's scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 BID ITEMS

Bid Item No.1 Furnish & Install Cured in Place Liner for 12-inch CMP, 7.5mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 7.5mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal, lateral reinstatement, videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No.2 Furnish & Install Cured in Place Liner for 15-inch CMP, 9.0mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 9mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal, lateral reinstatement, videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No.3 Furnish & Install Cured in Place Liner for 18-inch CMP, 10.5mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 10.5mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal, lateral reinstatement, videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No.4 Furnish & Install Cured in Place Liner for 24-inch CMP, 12.0mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 12mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal, lateral reinstatement, videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No.5 Furnish & Install Cured in Place Liner for 30-inch CMP, 13.5mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new

cured in place liner, with a final installed average wall thickness no less than 13.5mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal, lateral reinstatement, videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No.6 Furnish & Install Cured in Place Liner for 36-inch CMP, 15.0mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 15mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal, lateral reinstatement, videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No.7 Furnish & Install Cured in Place Liner for 8-inch VCP, 6.0mm

Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 6mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal, lateral reinstatement, videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No.8 Lining of Manholes

Measurement: The quantity for payment shall be per vertical Foot of manhole structure for pressure washing of substrate to remove all grease & loose material, preparation of surface & application of product per manufacturer specifications.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: Maintenance of Traffic.**

Bid Item No. 9, 10, 11 Wall Restoration with Cement Underlayment

Measurement: The quantity for payment shall be per vertical foot of manhole structure for rebuilding deteriorated structure wall. **Condition 1** shall be rebuilding of deteriorated structure wall 1/2" to 1" thick. **Condition 2** shall be rebuilding of deteriorated structure wall 1" to 2" thick. **Condition 3** shall be rebuilding of deteriorated structure wall 2" to 4" thick.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: Maintenance of Traffic.**

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: Maintenance of Traffic.**

Bid Item No. 12 Chemical Grouting

Measurement: The quantity for payment shall be per TENTH GALLON (12oz) of water stop chemical grouting such as Avanti AV 202 or equal product to stop all ground water infiltration prior to lining of manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment.

Bid Item No. 13 and 14 Bench Repair

The quantity for payment shall be per EACH existing manhole flow channel that will require either (Item 13) light restoration to correct flow or (Item 14) complete rebuild to direct flow and keep sewer trough in the flow channel.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment.

Bid Item No. 15 Manhole Cover Replacement

Measurement: The quantity for payment shall be per EACH existing manhole ring and cover removed, Furnish & Installation of (USF 195-E ORS) ring & cover or approved equal stamped "City of Ormond Bch", and concrete set up to 2" below final grade, asphalt patch 2" thick minimum.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment.

Bid Item No. 16 Inspect 6-inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Bid Item No. 17 Inspect 8-inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection

of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Bid Item No. 18 Inspect 10-inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Bid Item No. 19 Inspect 12-inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Bid Item No. 20 Inspect 15-inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Bid Item No. 21 Root cut medium, pipe diameter 6"-10"

Measurement: The quantity for payment shall be per Linear Foot of root material cleared in one or two joints as measured along the flow of the pipe.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe.

Bid Item No. 22 Root cut medium, pipe diameter 12"-15"

Measurement: The quantity for payment shall be per Linear Foot of root material cleared in one or two joints as measured along the flow of the pipe.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe.

Bid Item No. 23 Root cut ball, pipe diameter 6"-10"

Measurement: The quantity for payment shall be per Linear Foot of root ball cleared in at least three (3) consecutive joints as measured along the flow of the pipe.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe.

Bid Item No. 24 Root cut ball, pipe diameter 12"-15"

Measurement: The quantity for payment shall be per Linear Foot of root ball cleared in at least three (3) consecutive joints as measured along the flow of the pipe.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe.

Bid Item No. 25 Inspect Manhole

Measurement: The quantity for payment shall be per manhole inspected.

Payment: Payment shall be required to identify and document manhole conditions and/or is performed in advance of, manhole sealing, coating and lining activities. All defects and pipe conditions shall be documented in accordance with the NASSCO Manhole Assessment Certification Program (MACP) including the specific date and time of the inspection.

ALTERNATE NO.1 Sanitary Sewer Inspection

Bid Item No. 26 Inspect 8-inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Bid Item No. 27 Inspect 10-inch Sanitary Sewer

Measurement: The quantity for payment shall be per Linear Foot as measured along the flow line of the pipe, or as measured distance between structures for runs completed from manhole to manhole.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the televised recording and report preparation for inspection of the inside of the pipe, pipe cleaning as needed to televise the pipe, visual recording of all sewer

lateral connections at the sewer main, pipe distress, inflow and infiltration, verification of pipe size and material type and Maintenance of Traffic.

Bid Item No. 28 Root cut medium, pipe diameter 6"-10"

Measurement: The quantity for payment shall be per Linear Foot of root material cleared in one or two joints as measured along the flow of the pipe.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe.

Bid Item No. 29 Root cut ball, pipe diameter 6"-10"

Measurement: The quantity for payment shall be per Linear Foot of root ball cleared in at least three (3) consecutive joints as measured along the flow of the pipe.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment for: the pipe cleaning as needed to televise the pipe.

Bid Item No. 30 Inspect Manhole

Measurement: The quantity for payment shall be per manhole inspected.

Payment: Payment shall be required to identify and document manhole conditions and/or is performed in advance of, manhole sealing, coating and lining activities. All defects and pipe conditions shall be documented in accordance with the NASSCO Manhole Assessment Certification Program (MACP) including the specific date and time of the inspection.

END OF SECTION

01025-9

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 FORMAT AND DATA REQUIRED

- A. Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.
- C. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. CONTRACTOR'S Construction Schedule.
 - 2. Application for Payment forms, including Continuation Sheets.
 - 3. List of subcontractors.
 - 4. List of products.
 - 5. List of principal suppliers and fabricators.
 - 6. Schedule of submittals.
- D. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- E. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
- F. Include the following Project identification:
 - 1. Project name and location.
 - 2. Name of ENGINEER.
 - 3. Project number.
 - 4. CONTRACTOR'S name and address.
 - 5. Date of submittal.
- G. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - 1. Related Specification Section or Division.
 - 2. Description of Work.
 - 3. Name of subcontractor.
 - 4. Change Orders (numbers) that affect value.

5. Dollar value.
 6. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
-
- H. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
 - I. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.
 - J. Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.
 - K. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.
 - L. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
 - M. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
 - N. Transmittal: Submit 3 executed original copies of each Application for Payment to the ENGINEER within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.
 1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
 - O. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.

1.02 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. CONTRACTOR'S Construction Schedule (preliminary if not final).
5. Submittal Schedule (preliminary if not final).
6. List of CONTRACTOR'S staff assignments.
7. Copies of building permits.
8. Copies of licenses from governing authorities.
9. Certificates of insurance and insurance policies.
10. Performance and payment bonds.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the OWNER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:
 1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. Submit requisite number of photographs with each application.
- D. List the name and address of all Subcontractors and Suppliers who have performed work or provided supplies or material for each application.
- E. Submit certified payroll sheets for CONTRACTOR'S forces and all Subcontractors for the month preceding the submitted application.
- F. Submit revised monthly progress schedules with each month's Application for Payment, including cash flow projections.
- G. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with the Contract Documents. AS A PREREQUISITE FOR PAYMENT OF MONTHLY PROGRESS PAYMENTS, THE CONTRACTOR IS TO EXHIBIT THE UPDATED RECORD DRAWINGS FOR REVIEW BY THE OWNER.

1.04 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.
- B. Administrative actions and submittals that shall precede or coincide with this application include the following:
 - 1. Occupancy permits.
 - 2. Warranties and maintenance agreements.
 - 3. Test/adjust/balance records.
 - 4. Maintenance instructions.
 - 5. Meter readings.
 - 6. Changeover information related to OWNER'S occupancy.
 - 7. Final cleaning.
 - 8. Application for reduction of retainage and consent of surety.

1.05 FINALPAYMENT APPLICATION

- A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 - 1. Completion of Project closeout requirements and submittals including As-Built Survey.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Transmittal of Project construction records to the OWNER.
 - 4. Certified property survey.
 - 5. Proof that taxes, fees, and similar obligations were paid.
 - 6. Removal of temporary facilities and services.
 - 7. Change of door locks to OWNER'S access.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01040 COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01050-1

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

01200-1

SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

- Progress Schedules and Reports
- Product Data
- Shop Drawings
- Manufacturer's Data
- Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.

Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.

Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01300-4

**SECTION 01340
SHOPDRAWINGS**

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within twenty (20) calendar days after the effective date of the agreement, The Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which shop drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete shop drawings and providing material, equipment, etc., fully in accordance with the specifications. This procedure is required in order to expedite final review of shop drawings.
- C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:
 - 1. Submittal – Description and Number assigned.
 - 2. Date to Engineer
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
 - 5. Date of resubmittal and return (as applicable).
 - 6. Date material release (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submitted.
 - 10. Specification Section.
 - 11. Drawings Sheet Number.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01600.
- B. Determine and Verify:
 - 1. Field measurements
 - 2. Field construction criteria
 - 3. Catalog numbers and similar data
 - 4. Conformance with Specifications
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.

- F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. The number of each shop drawing, product data, and sample submitted
 - 5. Notification of deviations from contract documents
 - 6. Submittal log number conforming to specification section numbers.
- G. The Contractor shall submit four (4) copies of descriptive or product data submittals to complete shop drawings for the Engineer plus the number of copies which the Contractor requires returned. The Engineer will retain four (4) sets.
- H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- I. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. as permitting any departure from the Contract requirements;
 - 2. as relieving the Contractor of responsibility of any errors, including details, dimensions and materials;
 - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

- C. If the drawings or schedules as submitted describe variations and show a departure from the contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in contract price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
- D. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review being so stamped and dated. Shop drawings stamped “NOT APPROVED/RESUBMIT” and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the contract drawings or specifications, the Contractor shall give written notice thereof to the Engineer.
- G. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer’s agreement with the Owner.
- H. When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make not further changes therein except upon written instructions from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:
 - 1. Systems
 - 2. Processes
 - 3. As indicated in the specifications sections. All drawings, schematics, manufacturer’s product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term “shop drawings” shall be considered to mean Contractor’s plans for materials and equipment which become an integral part of the project. These drawings shall be completed and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer’s scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required shop drawings as defined above. As used herein, the term “manufactured” applied to standard units usually mass produced; and “fabricate” means items specifically assembled or made out of selected materials to meet individual design requirements.
- B. Manufacturer’s catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the work by striking or cross-hatching.
- C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor’s stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- D. Each shop drawing shall have a blank area located adjacent to the title block. The title block shall display the following:
 - 1. Project title and number
 - 2. Name of project building or structure
 - 3. Number and title of the shop drawing
 - 4. Date of shop drawing or revision
 - 5. Name of Contractor and subcontractor submitting drawing
 - 6. Supplier/manufacturer
 - 7. Separate detailer when pertinent
 - 8. Specification section
 - 10. Drawing number

- E. If drawings show variations from contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings have been reviewed.
- F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least (1) year.
- I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.
- J. Final, approved shop drawings shall be provided in pdf format.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

01340-7

SECTION 01400 QUALITY CONTROL

PART 1 - GENERAL

1.01 TESTING LABORATORY SERVICES

Arrangements for testing laboratory services will be made by the Owner. Payment for testing to show compliance with specified requirements will be paid for by the Owner. The cost for tests, when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due the Contractor.

1.02 INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including Environmental Protection Agency, Corps of Engineers and Department of Environmental Regulation, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The Owner and his authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The Owner and his authorized representative shall also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

1.03 INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture or testing or before shipment, the Contractor shall give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01400-1

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility, and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

- Electrical Power Service
- Water Service (potable for certain uses)
- Sanitary
- Storm Sewer or Open Drainage/Run-off Control
- Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities “on-site” for use by workers. Transporting workers to the nearest “public” sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City Ordinance requires that all rental open-top roll off container units or rental cubic-yard container units must be procured from one of the City’s franchised construction and demolition debris providers. For a list of the City’s current Franchised Providers, please call Public Works at 386-676-3220.

It will be the Contractor’s responsibility to make all necessary arrangements for refuse/waste collection and disposal. The cost of providing for such refuse/waste collection and disposal shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

1.03 TEMPORARY CONTROLS

Noise Control:

The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust Control:

The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause.

Water Control:

The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

Pollution Control:

The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause. The Contractor shall provide for adequate refuse/waste collection and disposal as described in Part 1, paragraph 1.02 of this Section.

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Erosion Control:

The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable.

Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the

ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

1.05 PRESERVATION OF PROPERTY

Preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the Owner's, and other properties from such damage.

1.06 TRAFFIC REGULATION

Signs, marking barricades and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor shall maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities shall be complied with.

The contractor shall provide suitable crossings at street intersections and driveways, and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor shall carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor shall notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Refer to Section 01010 of these Specifications for "Notification of Construction" and "Notification of Street Closure" requirements.

On completion of work, the Contractor shall remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01600 MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion. All products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturers instructions and specified requirements. Should job

conditions or specified requirements conflict with manufacturers instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.02 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage and defects and conformance with the specification. Materials and equipment damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.03 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturers instructions. Fabricated items shall be stored above the ground on blocking or skids. Items which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, CONTRACTOR shall provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

- A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

- A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:
1. the material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;
 2. the material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or
 3. the material proposed for substitution is in every way equal to that of the listed

supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

- A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer to determine that the material or equipment proposed is equivalent to that named.
- B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.
- C. The standard products of manufacturers other than those specified may be considered when it is demonstrated to the ENGINEER that they are equal in quality, composition, durability, usefulness and convenience for the purpose intended. Requests for substitutions will only be considered, provided the following minimum conditions are met:
 - 1. The proposed coating system shall use an equal or greater number of separate coats to achieve the required dry film thickness.
 - 2. The proposed coating system shall use coatings of the same generic type.
 - 3. All requests for substitutions shall have the directions for application and descriptive literature which includes generic type, nonvolatile content by volume and information confirming that the substitution is equal to the specified coating system.
 - 4. The CONTRACTOR shall provide Certified Laboratory Data Sheets showing the results of complete spectrographic and durability tests performed on the proposed substitute. Tests shall be performed by a laboratory which conforms to the provisions of the American Society for Testing and Materials (ASTM E329) and which is a member of the American Council of Independent Laboratories. Costs incurred in the testing program shall be borne by the CONTRACTOR.

5. The cost of all testing and analyzing of the proposed substitute materials that may be required by the ENGINEER, shall be paid by the CONTRACTOR. If the proposed substitution requires changes in the contract work, the CONTRACTOR shall bear all such costs involved and the costs of allied trades affected by the substitution.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is

incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

Not Applicable.

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum

2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710 FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities And Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities And Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

3.02 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 01740 WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

All work performed under this contract shall be warranted for labor and materials for a minimum period of one year after date of completion and acceptance of the project. Specific warranties are noted in specific sections.

Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the work.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with the requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the owner has benefited from use of the work through a portion of its anticipated useful service life.

Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Engineer.

END OF SECTION

SECTION 02140 DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Scope: In general, the work specified in this section of the specifications shall consist of supplying labor, materials, and plant, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.
- B. Examination of Site: The Contractor shall take all steps that he considers necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner nor the Engineer will be held responsible for any interpretations or conclusions drawn by the Contractor.

PART 2 - PRODUCT

2.01 METHOD AND EQUIPMENT

- A. The Contractor may use any dewatering method he deems feasible so long as it results in working in the dry and in stable soil conditions. It is the intent of these specifications that an adequate dewatering system be installed to lower and control the groundwater in order to permit excavation, construction of the structures, construction of pipelines, and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water-bearing strata above and below the bottom of the foundations, the drains, the sewers and all other excavations. An adequate weight of fill material shall be in place prior to discontinuing operation of dewatering to prevent buoyancy of the structure.

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall be solely responsible for the arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometric water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry.

- B. Disposal of Water: The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by him or any other Contractor. Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal of water.
- C. Siltation and Erosion:
1. The Contractor shall take steps and make suitable provisions to minimize siltation and erosion which may result from, or as a result of, his operations during the course of construction of this project.
 2. The methods and provisions utilized by the Contractor to minimize siltation and erosion shall be approved by the Engineer and shall be in conformance with current Florida Department of Environmental Protection and St. Johns River Water Management District practices and regulations.
- D. Inadequate System: If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations or structures may occur. The supply of all labor, materials, and plant, and the performance of all work necessary to carry out additional work for reinstatement of the structures of foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Engineer, and at no additional expense to the Owner.

END OF SECTION

SECTION 02650

SEWER LINE AND MANHOLE CLEANING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and perform high pressure water jetting, rodding, brushing, bucketing and flushing of designated sewer lines and manholes prior to internal inspection by closed circuit television, testing and chemical grouting operations.

1.02 RELATED WORK

- A. Television Inspection of Sewers is included in Section [02740-1].
- B. Sewer Flow Control is included in Section [02764-1].

The following Paragraphs are not normally required for this Section. They are to be used at the discretion of the specifier.

[1.03 SUBMITTALS]

[1.04 REFERENCE STANDARDS]

[1.05 QUALITY ASSURANCE]

[1.06 SYSTEM DESCRIPTION]

[1.07 DELIVERY, STORAGE AND HANDLING]

[1.08 PROJECT/SITE REQUIREMENTS]

[1.09 MAINTENANCE]

[1.10 WARRANTY]

[1.11 DEFINITIONS]

PART 2 PRODUCTS

2.01 EQUIPMENT

- A. Hydraulic Sewer Cleaning Equipment
 - 1. The equipment used shall be of a movable dam type and be constructed so that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be the same diameter as the pipe being cleaned and shall provide flexible scraper around the outer periphery to ensure total removal of grease. If sewer cleaning balls or other such equipment which cannot be collapsed

instantly are used, special precautions against flooding of the sewers and public or private property shall be taken.

B. High Velocity Jet (Hydrocleaning) Equipment

1. All high velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps and hydraulically driven hose reel. All controls shall be located so the equipment can be operated above ground.

C. Mechanical Cleaning Equipment

1. Bucket machines shall be in pairs and with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive which could cause damage to the pipe shall not be acceptable.
2. Power rodding machines shall be either sectional or continuous type capable of holding a minimum of 750-ft of rod. The rod shall be specifically treated steel. To ensure safe operation, the machine shall have a fully enclosed body and an automatic safety release clutch or relief valve.

PART 3 EXECUTION

3.01 GENERAL

- A. Sewer line walls shall be cleaned adequately to provide for a camera used in internal inspection to discern structural defects, misalignment and infiltration/inflow sources. Cleaning shall be performed immediately prior to internal inspection to preclude the buildup of debris from infiltration/inflow sources and discharges from upstream pipeline sections.

3.02 PREPARATION

- A. Selection of cleaning equipment shall be based on the conditions of the manhole and sewer lines at the time the work commences.
1. Light cleaning (small amounts of debris existing within the sewer line): Use balls, scooters, high pressure water jetting (maximum of three passes) equipment, brushes and swabs.
 2. Heavy cleaning (large deposits of debris or heavy root growth existing within the sewer line): Use bucket machines, scrapers and augers. Cleaning which requires more than three passes with hydraulic cleaning equipment to achieve acceptable results shall be considered heavy cleaning.
- B. Written authorization shall be requested and obtained prior to conducting any heavy cleaning. Authorization shall be required for each individual sewer reach. Heavy cleaning without prior authorization will not be paid for.

3.03 PERFORMANCE

- A. Each designated sewer manhole section shall be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. The equipment selected for cleaning shall be capable of removing dirt, grease, rocks, sand and other deleterious materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If successful cleaning cannot be performed from the second manhole, or the equipment fails to traverse the entire length between manholes, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned. Blockages, if any, shall be reported to the Engineer immediately.
- B. During all sewer cleaning operations, satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved. The flow of sewage in the sewer lines shall be used to provide necessary pressures for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed so as to prevent its use in case of a fire in the area served by the hydrant, nor shall a hydrant be used for the purpose described unless a vacuum break is provided.
- C. Roots shall be removed in the designated sections where root intrusion is a problem. Special precautions should be exercised during the cleaning operation to assure virtually complete removal of visible roots from the joint area. Procedures may include the use of mechanical devices such as rodding machines, expanding root cutters, and porcupines; hydraulic procedures such as high pressure jet cleaners; or chemical root treatment.
- D. To aid in the removal of roots, pipeline and manhole sections which have root intrusion may be treated with an approved label herbicide. The application of the herbicide to the roots shall be done in strict accordance with the manufacturer's recommendations and product specifications in such a manner to preclude any damage to the surrounding vegetation. Vegetation damaged for whatever reason shall be replaced with identical vegetation. All safety precautions recommended by the manufacturer shall be strictly adhered to concerning handling and application of the herbicide.
- E. All sludge, dirt, sand, rocks, grease and other solid or semi-solid residue, debris, and material resulting from cleaning operations shall be removed at the downstream manhole of the section of sewer being cleaned. Passing material from manhole section to manhole section which could cause line stoppages, accumulations of sand in wet wells, or damage to pumping equipment shall not be permitted.
- F. All debris, residue and other materials resulting from cleaning operations shall be removed from the site no less often than at the end of each workday and shall be disposed of in an approved manner. Under no circumstances will the accumulation of debris, residue, etc, on the site beyond

the stated time be permitted, unless prior written authorization is given for storage in totally enclosed containers.

3.03 FIELD TESTING

- A. Acceptance of sewer line cleaning shall be contingent on satisfactory completion of the television inspection. If television inspection shows the cleaning to be unsatisfactory, the sewer line shall be recleaned and reinspected until the cleaning is shown to be satisfactory. In areas where television inspection is not performed, a double squeegee (with each squeegee the same diameter as the sewer) shall be pulled cleanly through each section between manholes as evidence of satisfactory cleaning.
- B. If internal sealing is to follow the television inspection, particular attention shall be given to the adequacy of the cleaning to ensure that proper seating of the sealing packer can be achieved.

END OF SECTION

**SECTION 02720
DRAINAGE STRUCTURES AND PIPING**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of drainage structures and piping is shown on the drawings.
- B. Related Work Specified Elsewhere:

Section 02200 - Earthwork.

Section 02222 - Trenching, Backfilling and Compacting.

Section 02611 - Reinforced Concrete Pipe for Gravity Service

1.02 SUBMITTALS

- A. Submit shop drawings of precast manholes, inlets, grating, frames and lids, and pipe.
- B. Submit cut sheets 24-hours in advance of pipe excavation for ENGINEER approval.

1.03 QUALITY ASSURANCE

- A. All material shall be new and unused.
- B. Materials' quality, manufacturing process and finished sections are subject to inspection and approval by ENGINEER or other OWNER representative. Inspection may be made at place of manufacture, at work site following delivery, or both.
- C. Materials will be examined for compliance with ASTM standards, this Section and approved manufacturer's drawings. Additional inspection criteria shall include: appearance, dimensions(s), blisters, cracks and soundness.
- D. Materials shall be rejected for failure to meet any requirements specified herein. Rejection may occur at place of manufacture, at work site, or following installation. Mark for identification rejected materials and remove from work site immediately. Rejected materials shall be replaced at no cost to OWNER.
- E. Repair minor damage to precast concrete sections by approved method, if repair is authorized by ENGINEER.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Reference to a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.

- B. Like items of materials/equipment shall be the end products of one manufacturer in order to provide standardization for appearance, operation, maintenance, spare parts and manufacturer's service.
- C. Provide lifting lugs or holes in each precast section for proper handling.

2.02 PRECAST CONCRETE MANHOLE SECTIONS

- A. Precast concrete base sections, riser sections, transition top sections, flat slab tops and grade rings shall conform to ASTM C478 and shall be in accordance with FDOT standards.
 - 1. Top section shall be eccentric cone where cover over pipe exceeds 4-ft. Top section shall be a flat slab where cover over top of pipe is 4-ft or less. Top section shall be a plastic lined flat slab where manhole riser sections are to be plastic lined.
 - 2. Base, riser and transition top sections shall have tongue and groove joints.
 - 3. Sections shall be cured by an approved method.
 - 4. Precast concrete sections shall be shipped after concrete has attained 3000 psi compressive strength.
 - 5. Design precast concrete base, riser, transition top, flat slab top and grade ring for a minimum H-20 loading plus earth load. Calculate earth load with a unit weight of 130 pcf.
 - 6. Mark date of manufacture, name and trademark of manufacturer on the inside of each precast section.
 - 7. Construct and install precast concrete base as shown on the Drawings and specified in FDOT standards.
 - 8. Provide integrally cast knock-out panels in precast concrete manhole sections at locations, and with sizes shown on Drawings. Knock-out panels shall have no steel reinforcing.

2.03 PRECAST CONCRETE STRUCTURES

- A. Refer to FDOT Standards for inside dimensions, headroom requirements and minimum thickness of concrete.
- B. Manufacturer shall notify ENGINEER at least 5 working days prior to placing concrete during manufacturing process. ENGINEER may inspect reinforcing steel placement prior to placing concrete.
- C. Structural design calculations and Drawings shall be prepared and stamped by a professional engineer registered in Florida.

D. Design Criteria

1. Precast concrete

- a. Minimum compressive strength shall be 5,000 psi at 28 days.
- b. Maximum water-to-cement ratio shall be 0.40 by weight.
- c. Minimum cement content shall be 600 lbs of cement per cubic yard of concrete.

2. Manufactured products

- a. Conform to ACI318 and ACI350R.
- b. Analyze walls and slabs using accepted engineering principals.
- c. When "fy" exceeds 40,000 psi, "z" (ACI318) shall not exceed 95,000 psi. "fs" shall not exceed 50 percent of "fy".
- d. Design products to support their own weight, weight of soil at 120 pcf, and a live load equal to AASHTO HS-20 applied to top slab.
- e. Cast base slab and walls together to form a monolithic base section.
- f. Design structure walls for a water pressure of 90 psf. Originate pressure diagram at finished ground surface. Include lateral pressure from vehicles in accordance with AASHTO.
- g. Consider discontinuities in structure produced by openings and joints. Provide additional reinforcing around openings. Frame openings to carry full design loads to support walls.
- h. Prevent flotation, with ground water level at finished ground surface, by dead weight of structure and soil load above structure. Do not consider skin friction, soil friction, or weight of equipment in structure.
- i. Locate horizontal wall joints 18-in minimum from horizontal centerline of wall openings.
- j. Design structure with a minimum number of joints. Maximum number of structure sections, including top slab, shall be four.
- k. Provide lifting hooks for top slab.
 - 1. Locate access openings, wall sleeves and pipe penetrations as shown on Drawings.
- m. Wall sleeves shall be provided by the precast concrete manufacturer.

2.04 BRICK MASONRY

- A. Bricks shall be sound, hard, uniformly burned, regular and uniform in shape and size. Underburned or salmon brick shall not be acceptable. Only whole brick shall be used.
 - 1. Bricks for channels and shelves shall conform to ASTM C32, Grade SS except that the mean of five tests for absorption shall not exceed 8 percent and no individual brick exceed 11 percent.
 - 2. Bricks for raising manhole frames to finished grade shall conform to ASTM C62.
- B. Mortar shall be composed of 1 part portland cement, 2 parts sand, and hydrated lime not to exceed 10-lbs to each bag of cement. Portland cement shall be ASTM C150, Type II; hydrated lime shall conform to ASTM C207.
- C. Sand shall be washed, cleaned, screened, well graded with all particles passing a No.4 sieve and conform to ASTM C33.

2.05 JOINTING PRECAST MANHOLE SECTIONS AND STRUCTURES

- A. Seal tongue and groove joints of precast manhole and structure sections with either rubber O-ring gasket or preformed flexible joint sealant. O-ring gasket shall conform to ASTM C443. Preformed flexible joint sealant shall be Kent Seal No.2 by Hamilton- Kent; Ram-Nek by K. T. Snyder Company or equal.
- B. Completed joint shall withstand 15 psi internal water pressure without leakage or displacement of gasket or sealant.

2.06 MANHOLE FRAMES AND COVERS

- A. Manhole frames and covers shall be in accordance with FDOT Standard Index No. 201 for the type of manhole or inlet required. Covers shall have 2" raised letter identification: "Storm Sewer" cast into top.

2.07 PIPE CONNECTIONS TO MANHOLE

- A. Connect pipe to manhole in the following ways:
 - 1. Grout in place - Precast manhole section shall have a formed, tapered circular opening larger than the pipe outside diameter. Grout shall be non-shrink and waterproof equal to Hallemite, Waterplug or Embeco. Plastic pipe shall have a waterstop gasket secured to pipe with a stainless steel clamp.
 - 2. Flexible sleeve - Integrally cast sleeve in precast manhole section or install sleeve in a formed or cored opening. Fasten pipe in sleeve with stainless steel clamp(s). Coat stainless steel clamp(s) with bituminous material to protect from corrosion. Flexible sleeve shall be Lock Joint Flexible Manhole Sleeve; Kor-N-Seal connector; PSX Press-Seal Gasket or equal.

3. Compression gasket - Integrally cast compression gasket in precast manhole section. Insert pipe into compression gasket. Compression gasket shall be A-Lok or equal.

2.08 EXTERNAL CONCRETE JOINT WRAP

All concrete pipe joints and pipe connections to structures shall be wrapped with an approved filter fabric joint wrap product. Joint material and installation shall be in accordance with Section 430 of the FDOT Standard Specifications, latest edition.

2.09 DAMPPROOFING

- A.. Dampproofing shall be Hydrocide 648 by Sonneborn Building Products; Dehydratine 4 by A. C. Horn Inc; RIW Marine Liquid by Toch Brothers or equal.

2.10 PIPING

- A. . Reinforced Concrete Pipe (RCP)

1. RCP pipe shall comply with the requirements of ASTM Designation C-76, as specified in Section 02611, Reinforced Concrete Pipe for Gravity Service.

- B. High Density Polyethylene Pipe (HDPE):

1. HDPE pipe shall be smooth interior walled corrugated polyethylene pipe conforming to AASHTO M 294 and minimum cell classification 335420C as specified in ASTM D 3350.

Subject to compliance with requirements, HDPE manufacturers include, but are not limited to, the following:

- a. Advanced Drainage Systems (ADS), Inc.
- b. Hancor, Inc.

PART 3 - EXECUTION

1.01 INSTALLATION

- A. Manhole and Structure Installation.

1. Manhole and structure shall be constructed to the dimensions shown on the Drawings and as specified in FDOT standards. Protect all work against flooding and flotation. Construct cast-in-place bases in accordance with the requirements of Division 3 and the details shown on the Drawings.
2. Place manhole base on a bed of 12-in screened gravel as shown on the Drawings. Set manhole base grade so that a maximum grade adjustment of 8-in is required to bring the manhole frame and cover to final grade.

- a. Use precast concrete grade rings or brick and non-shrink mortar to adjust manhole frame and cover to final grade.
3. Set precast concrete barrel sections and structures plumb with a 1/4-in maximum out of plumb tolerance allowed. Seal joints of precast barrel sections with either a rubber O-ring set in a recess or preformed flexible joint sealant in sufficient quantity to fill 75 percent of the joint cavity. Fill the outside and inside joint with non-shrink mortar and finished flush with the adjoining surfaces. Caulk the inside of any leaking barrel section joint with lead wool or non-shrink grout to the satisfaction of the ENGINEER.
4. Allow joints to set for 14 hours before backfilling unless a shorter period is specifically approved by the ENGINEER.
5. Plug holes in the concrete barrel sections required for handling with a non-shrinking grout or non-shrinking grout in combination with concrete plugs. Finish flush on the inside.
6. Cut holes in precast sections to accommodate pipes prior to setting manhole sections in place to prevent jarring which may loosen the mortar joints.
7. Backfill carefully and evenly around manhole sections.

B. Manhole Pipe Connections

1. Construct manhole pipe connections, including pipe stubs, as specified above. Close or seal pipe stubs for future connections with a gasketed watertight plug.

C. Brickwork

1. Mix mortar only in such quantity as may be required for immediate use. Use mortar before initial set has taken place. Mortar shall be used within 1-1/2 hours and shall be constantly worked with hoe or shovel until used. Anti-freeze mixtures shall not be included in the mortar. Install masonry when the outside temperature is above 40 degrees F unless provisions are made to protect the mortar, bricks and finished work from frost by heating and enclosing the work with tarpaulins or other suitable material. ENGINEER's decision regarding the adequacy of protection against freezing shall be final.
2. Construct channels and shelves of brick and concrete as shown on the Drawings and as specified in FDOT standards. Brick lined channels shall correspond in shape with the lower half of the pipe. Set shelf elevation at crown of highest pipe and slope 1-in/ft to drain toward the flow through channel. Construct brick surfaces exposed to sewage flow with nominal 2-in by 8-in face exposed (i.e. bricks on edge).

D. Setting Manhole Frame and Cover

1. Set manhole covers and frames in a full mortar bed. Utilize bricks or precast concrete grade rings, a maximum of 8-in thick, to assure frame and cover are set to the finished grade. Set manhole frame and cover to final grade prior to placement of permanent paving.

E. Dampproofing

1. Paint outer surfaces of precast and cast-in-place manholes and structures with two coats of bituminous dampproofing at the rate of 30 to 60 sq ft per gallon, in accordance with manufacturer's instructions.

1.02 LEAKAGE TESTS

- A. Test each manhole for leakage. ENGINEER shall observe each test. Perform exfiltration test as described below:
- B. Assemble manhole in place; fill and point all lifting holes and exterior joints within 6-ft of the ground surface with an approved non-shrinking mortar. Test prior to placing the shelf and invert and before filling and pointing the horizontal joints below 6-ft of depth. Lower ground water table below bottom of the manhole for the duration of the test. Plug all pipes and other openings into the manhole and brace to prevent blow out.
- C. Fill manhole with water to the top of the cone section. If the excavation has not been backfilled and no water is observed moving down the surface of the manhole, the manhole is satisfactorily water-tight. If the test, as described above is unsatisfactory as determined by the ENGINEER, or if the manhole excavation has been backfilled, continue the test. A period of time may be permitted to allow for absorption. Following this period, refill manhole to the top of the cone, if necessary and allow at least 8 hours to pass. At the end of the test period, refill the manhole to the top of the cone again, measuring the volume of water added. Extrapolate the refill amount to a 24-hour leakage rate. The leakage for each manhole shall not exceed one gallon per vertical foot for a 24-hour period. If the manhole fails this requirement, but the leakage does not exceed three gallons per vertical foot per day, repairs by approved methods may be made as directed by the ENGINEER. If leakage due to a defective section of joint exceeds three gallons per vertical foot per day, the manhole shall be rejected. Uncover the rejected manhole as necessary and to disassemble, reconstruct or replace it as directed by the ENGINEER. Retest the manhole and, if satisfactory, fill and paint the interior joints.
- D. No adjustment in the leakage allowance will be made for unknown causes such as leaking plugs, absorptions, etc. It will be assumed that all loss of water during the test is a result of leaks through the joints or through the concrete.
- E. An infiltration test may be substituted for an exfiltration test if the ground water table is above the highest joint in the manhole. If there is no leakage into the manhole as

determined by the ENGINEER, the manhole will be considered water-tight. If the ENGINEER is not satisfied, testing shall be performed as described hereinbefore.

F. Leakage Tests for Structures

1. The ENGINEER will visually inspect structure(s) for possible leaks before backfilling of structures is allowed. Seal all joints to the satisfaction of the ENGINEER.
2. The ENGINEER may require an exfiltration test as described for manholes on any structure for which he/she deems the test appropriate.

1.03 CLEANING

- A. Thoroughly clean all new manholes of all silt, debris and foreign matter of any kind, prior to final inspections.

END OF SECTION

02720-8

**SECTION 02740
BYPASS PUMPING**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work covered by this section consists of providing all labor, equipment, material and supplies and performing all operations required to bypass pump sewage around a manhole or sewer section in which work is to be performed. The Contractor shall be prepared to bypass pump sewage as part of his operations. The Contractor shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the Engineer. All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration, shall be considered incidental to the work and no additional compensation will be allowed.

1.02 GENERAL

For manual operation of pump stations, the Contractor shall coordinate such operations with the appropriate City personnel. Plugging or blocking of the flow shall only be allowed when the Contractor can demonstrate that the upstream gravity collection system can accommodate the surcharging without any adverse impact.

For manhole repairs, the flow through the manhole shall be controlled or blocked completely, as required, to properly complete the repairs as specified.

1.03 SUBMITTALS

The Contractor shall submit a written plan describing his means and methods for flow control and bypass pumping to the Engineer for review.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.01 PLUGGING AND BLOCKING

A sewer line plug shall be inserted into the line upstream of the section being televised or repaired. The plug shall be so designed that all or any portion of the upstream flow can be released. During the television inspections and repair operations, the flow through the line being worked shall be reduced to within the maximum limits stated above. After the work has been completed, the flow shall be restored to normal.

SECTION 02740 BYPASS PUMPING

3.02 PUMPING AND BYPASSING

When pumping and bypass pumping is required, as determined by the Engineer, the Contractor shall supply all necessary pumps, conduits and other equipment to divert the flow around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, the engine shall be equipped in a manner to keep noise to a minimum.

3.03 FLOW CONTROL PRECAUTIONS

When flow in a sewer line is plugged, blocked or bypassed by the Contractor, sufficient precautions shall be taken to protect the public health and to protect the sewer lines from damage that might result from sewer surcharging. Further, the Contractor shall take precautions to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved and shall be responsible for any damage resulting from the flow control operations.

When flow in a sewer line is plugged or blocked by the Contractor, conditions upstream of the plug shall be monitored by the Contractor's representative and the Contractor shall be prepared to immediately start bypass pumping, if needed. Any liquid or solid matter, which is bypass pumped from the sewer collection system, shall be discharged to another sewer manhole or appropriate vehicle or container only. No such liquid or solid matter shall be allowed to be discharged, stored or deposited on the ground, swale, road, stormwater drainage system or open environment. The Contractor shall protect all pumps, conduit and other equipment used for bypass pumping from traffic.

Should the liquid or solid matter from the sewer collection system be spilled, discharged, leaked or otherwise deposited to the open environment as a result of the Contractor's flow control operations, the Contractor shall be responsible for all cleanup and disinfection of the affected area and all costs associated with same. The Contractor shall also be responsible for notifying the sewer system operating personnel and appropriate regulatory agencies and performing all required cleanup operations at no additional cost to the Owner.

END OF SECTION

**SECTION 02745B
MANHOLE AND WETWELL REHABILITATION**

PART 1 - GENERAL

1.01 This specification defines the method and material for the rehabilitation of sanitary sewer structures, utilizing a spray applied calcium aluminate cementitious structural rehabilitation system. The purpose of this project is to obtain a dense and durable concrete lining that is resistant to biosulfuric acid attack and meets the strength requirements described elsewhere in this specification. The work covered in this specification consists of furnishing all labor, equipment, materials, and supervision necessary to accomplish the rehabilitation as specified. When complete, the rehabilitated structure shall:

- A. Provide for a uniformly smooth surface of specified thickness.
- B. Minimize sources of inflow/infiltration.
- C. Provide a service life that is supported by documented test analysis.

1.02 CONTRACTORS SEQUENCE OF OPERATION

The Contractor's sequence of operation relative to structural rehabilitation shall include, but not be limited to the following:

- A. Eliminate all sources of groundwater infiltration and voids in walls.
- B. Provide a clean, rough sub-surface sufficiently prepared in accordance with the **International Concrete Repair Institute (ICRI)**, *Guideline No. 03732 – Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays*; insure all surfaces are clean and free of laitance or loose material using high pressure water spray (min 3500 psi) or wet or dry sandblasting.
- C. Rehabilitate all interior surfaces including walls, ceilings and floors, in accordance with specification and nature of the sub-surfaces.
- D. Provision to "cure" the installed lining material.
- E. Provision to "test" lining and structural rehabilitation materials.

1.03 SUBMITTALS

- A. The Contractor shall furnish detailed and complete data pertaining to surfaces of the structure to be rehabilitated, the rehabilitation product, surface preparation and installation to the Engineer for approval. The submission of this data shall be made in a timely manner to prevent project delay. At the request of the Engineer, the Contractor shall test for adverse chemical conditions that may hinder overall product performance.

**SECTION 02745B
MANHOLE AND WETWELL REHABILITATION**

- B. Prior to initiating the work, the Contractor shall submit specific technical data with complete physical properties of the structure to be rehabilitated and the product to be used in the rehabilitation of the structure, as well as a specific plan for sub- surface preparation.
- C. A certificate of "Compliance with Specifications" shall be furnished for all materials supplied.
- D. A Work Plan and Safety Plan. It is the Contractor's responsibility to comply with OSHA standards and all regulations pertaining to the work including confined space entry.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. SewperCoat furnished under this specification shall be a prepackaged mortar mix, including all cement, aggregates, and any required additives. It is the intent of this specification that the Contractor only be required to add the proper amount of potable water so as to produce concrete suitable for pneumatic application. Typical package weights shall not be less than fifty pounds (50lbs.) and shall be identical for all material furnished on this project.
- B. The chemical composition of the cement portion, as well as the aggregates of the mortar mix, shall be as follows:

Al ₂ O ₃	CaO	FeO + Fe ₂ O ₃	SiO ₂
39-44%	35-39%	9-14%	5-7%

- C. The design properties of the mortar mix shall be as follows:

Comprehensive Strength (ASTM C495)	>7,000 psi	24 hours
Flexural Strength (ASTM C293)	>9,000 psi	28 days
Splitting Tensile Strength (ASTM C496)	>1,200 psi	24 hours
	>1,400 psi	28 days
Bond Strength/Slant Shear (ASTM C882)	>800 psi	24 hours
	>1,600 psi	28 days
Shrinkage at 28 days (ASTM C596)	<0.06 cured @ 90% relative humidity	
Freeze/Thaw after 300 Cycles (ASTM C666)	No visible damage after 300 cycles	

- D. The mortar mix shall be SewperCoat as manufactured by Lafarge Calcium Aluminates.
- E. Mortar mix must have at least five (5) years of successful performance in similar applications and be supplied by an ISO 9002 manufacturer.

SECTION 02745B
MANHOLE AND WETWELL REHABILITATION

- F. In addition, the mortar mix shall be designed to withstand long-term exposure to a bacterially corrosive hydrogen sulfide environment that may be expected to produce a pH of 1 on normal Portland Cement concrete or typical brick and mortar surfaces.
- G. Water used in mixing shall be fresh, clean, potable water, free from injurious amounts of oil, acid, alkali, vegetable, sewage and/or organic matter. Water shall be considered as weighing 8.34 pounds per gallon.
- H. Mortar mix shall be stored with adequate provisions for the prevention of absorption of moisture. It shall be stored in a manner that will permit easy access for inspection and identification of each shipment.

PART 3 - EXECUTION

3.01 SAMPLING AND TESTING

- A. A recognized independent testing laboratory shall test mortar materials used on the project. The Manufacturer, instead of an independent laboratory, may test project sample specimens, provided the Owner, Engineer, and Manufacturer are in agreement of this testing method prior to project commencement. Specific materials recommended by the Engineer shall then be tested.
- B. The cost of sampling and testing of the mortar mix during placement and the surface to which it is applied shall be born by the Contractor. Certified test reports and certificates, when so directed, shall be submitted in duplicate to the Engineer and to such other agencies or persons the Engineer may designate.
- C. Any materials failing to meet the requirements of these specifications shall not be incorporated into the work plan.

3.02 QUALIFICATIONS OF WORK CREW

- A. Prior to project commencement, the Contractor must satisfy the Engineer that all Contractor's work crew personnel have performed satisfactory work in similar capacities elsewhere for a sufficient period of time to be fully qualified to properly perform the work in accordance with the requirements of the related specifications.
- B. Foreman shall have at least four (4) years experience with similar work and project conditions. The nozzlemen shall be qualified by having had similar work experience.
- C. Project responsibilities prior to application of SewperCoat shall include the following:
 - 1. Ensure all sub-surfaces are clean and free of laitance or loose materials.

SECTION 02745B
MANHOLE AND WETWELL REHABILITATION

2. Ensure that the overhead sub-surfaces have been prepared to a minimum degree of roughness designated as **CSP 4** by the **International Concrete Repair Institute (ICRI) Guideline No. 03732 – Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays**. This reference document explains the means and methods of achieving the minimum designated degree of roughness. The contractor should consider utilizing a higher standard depending upon the surface conditions.
3. Ensure that sub-surfaces other than overhead have been prepared to a minimum degree of roughness designated as **CSP 3** by the **International Concrete Repair Institute (ICRI) Guidelines No. 03732 – Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays**. This reference document explains the means and methods of achieving the minimum designated degree of roughness. The Contractor should consider utilizing a higher standard depending upon the surface conditions.
4. Ensure the operating air pressure is uniform and provides adequate nozzle velocity for proper compaction.
5. Continuously regulate the water content so that the applied materials consistently achieve proper compaction with a low percentage of rebound and no visible “sag”.
6. Ensure that the installation equipment nozzle is held at the proper distance away from and as nearly perpendicular to the prepared sub-surface as the working conditions will permit to secure maximum material compaction with minimum rebound and no visible “sag”.
7. Follow a sequence routine that will fill corners with adequately compacted material applied at a maximum practicable layer thickness.
8. Determine necessary operating procedures for placement in confined spaces, extended distances or around unusual obstructions where placement velocities and mix consistency may need to be adjusted.
9. Direct the crew as to when to start and stop the flow of materials during installation and to immediately stop all work when material is not arriving uniformly at the nozzle.
10. Ensure that slough pockets are removed and prepared for installation of replacement material.
11. Bring the installed materials to established finished elevation in a neat and timely manner and within established tolerances.

SECTION 02745B
MANHOLE AND WETWELL REHABILITATION

- D. Applicator's job foreman shall operate the pneumatic mixing/placing equipment and direct the work of mixing crew personnel. Applicator's work crew shall also maintain proper line pressures throughout the pneumatic mixing/placing equipment to ensure the necessary consistent nozzle velocity. Applicator's work crew shall further see that all material fed to the nozzle is uniformly fed through this equipment.

PART 4 - CONSTRUCTION METHODS

4.01 SURFACE PREPARATION

- A. To ensure sufficient bond, all sub-surfaces shall be cleaned and prepared to a degree of roughness as described in Section 1.02 of this specification. Sub-surfaces shall also be thoroughly moistened with water prior to the application of the lining materials. In no instance shall shotcrete be applied in an area where running water exists. It is the intent of this specification that the existing surface be saturated just prior to installation.
- B. If applying to new concrete, the same criteria for sub-surface cleanliness, roughness, and saturation are applicable.
- C. All surfaces to be lined shall be saturated with water just prior to lining materials application. If saturation does not occur naturally, it can be accomplished by presoaking all sub-surfaces for a minimum of 24 hours immediately prior to the application of the lining materials.

4.02 OPERATIONS

- A. The Contractor shall provide all equipment necessary to individually gauge, control, and monitor the actual amounts of all component materials necessary to complete the lining installation. The type of equipment and methods used to gauge, control, and monitor component materials shall be subject to approval by the Engineer and Manufacturer.
- B. All lining materials shall be thoroughly mixed by mechanical means to ensure all agglomerated particles are reduced to original size or removed prior to placement into the application equipment (i.e., the hopper). Each batch of material should be entirely discharged before recharging with fresh material. Mixing equipment shall be cleaned at regular intervals to remove all adherent materials.
- C. The addition of water to the mix shall be in strict accordance with the Manufacturer's recommendations.
- D. Re-mixing or tempering shall not be permitted. Rebound materials shall not be reused.

**SECTION 02745B
MANHOLE AND WETWELL REHABILITATION**

4.03 PROTECTION OF ADJACENT SURFACES

- A. During the process of the work, adjacent areas or grounds which may be permanently discolored, stained or otherwise damaged by dust and rebound material, shall be adequately protected and, if contacted, shall be cleaned by early scraping, brushing or washing as the surroundings permit.

4.04 INFLOW AND INFILTRATION PREVENTION

- A. If inflow or infiltration is observed within the structure after surface preparation is complete, a rapid setting crystalline enhanced hydraulic cement product specifically formulated for infiltration control shall be used to stop minor infiltration flows in accordance with the manufacturer's recommendations. The material shall meet the following strength requirements:

Compressive Strength (ASTM C597B)	600 psi	(24 hours)
	1000 psi	(7 days)
Bond Strength (ASTM C321)	30 psi	(1 hour)
	80 psi	(1 day)

- B. The material shall be Preco Plug, Octocrete, Burke Plug or Engineer approved equal. Where infiltration flows are more severe, pressure grouting may be required. The material for pressure grouting shall be Avanti A-220, DeNeef or Engineer approved equal installed in accordance with the manufacturer's written instructions.
- C. All materials, labor, equipment, and incidentals required to correct inflow and infiltration conditions will be considered incidental to rehabilitation.

4.05 APPLICATION OF MATERIALS

- A. SewperCoat shall not be applied to a frozen surface or a surface that may freeze within 24 hours of application. Frozen conditions shall be defined as ambient temperatures of 32 degrees Fahrenheit or below.
- B. Sequence of application may be from bottom to top or vice versa if rebound is properly removed.
- C. Application shall be from an angle as nearly perpendicular to the surface as practicable, with the nozzle held at least one (1) foot from the working sub-surface (except in confined control). If the flow of material at the nozzle is not uniform and slugs, sand spots, or wet sloughs result, the nozzleman shall direct the nozzle away from the work until the faulty conditions are corrected. Such defects shall be replaced as the work progresses.

SECTION 02745B
MANHOLE AND WETWELL REHABILITATION

- D. Application shall be suspended if:
1. Air velocity separates the cement from the aggregate at the nozzle.
 2. Ambient temperature approaches freezing and the newly placed SewperCoat cannot be protected and insulated.
- E. The time interval between successive layers of material application must be sufficient to allow “tackiness” to develop but not final set. If final set does occur, this surface shall be prepared in accordance with Section 1.2 of this document in order to provide a sufficient bond with succeeding applications.
- F. Construction joints within a manhole shall be avoided. In the event a construction joint is necessary and approved by the Engineer, it shall be sloped off to a thin, clean, regular edge, at a forty-five (45) degree angle. Prior to placement of the adjoining materials, the sloped portion and adjacent applied material shall be thoroughly cleaned as necessary, then moistened and scoured with an air jet.
- G. Nozzleman shall bring the material to an even plane and to well formed corners.
- H. After the body coat has been placed, the surface shall be trued with a thin-edge screed to remove high areas and expose low areas. Low areas shall be properly filled with additional material to insure a true, flat surface.

4.06 CURING

- A. If the material has been applied and furnished in accordance to the specification, and it has been determined that the environment is not moist enough for natural curing, the Contractor will be required to apply a curing compound to all coated surfaces. Curing compound shall meet the requirements of ASTM C309 and have the approval of the lining material Manufacturer and the Engineer prior to use.

Moist curing may also be used in lieu of curing compound. If moist curing is selected, it should be implemented just after the notice of uniform heat generation of the installed lining. Moist curing can consist of the use of soaker hoses, water sprinklers, or vapor/misting machines. Regardless of delivery method, moist curing should continue for a minimum of eighteen (18) hours.

END OF SECTION

SECTION 02764

TELEVISION INSPECTION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Each designated section shall be visually inspected by means of a closed-circuit television. The inspection will be done one section at a time and the section being inspected will be suitably isolated from the remainder of the sewer line as required.
- B. Video recordings shall be made of the television inspections and both copies of the recordings and printed inspection logs shall be supplied to the Owner.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100 percent humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing a minimum 500 line resolution video picture. Picture quality and definition shall be to the satisfaction of the Engineer. The Lighting System shall minimize reflective glare.

PART 3 EXECUTION

3.01 PERFORMANCE

- A. The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to insure proper documentation of the sewer's condition but in no case will the television camera be pulled at a speed greater than 30 fpm. Manual winches, power winches, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation the television camera will not pass through the entire manhole section, the Contractor shall re-set up his/her equipment in a manner so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire section, the Contractor shall remove the obstruction by excavation and replacement of that section of pipe as specified herein.
- B. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure that good communications exist between members of the crew.

- C. The accuracy of the measurements cannot be stressed too strongly. Measurement for location of defects shall be above ground by means of a meter device. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement meters will be accurate to two tenths of a foot over the length of the section being inspected. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape or other suitable device.
- D. Documentation of the television results shall be as follows:
 - 1. Television Inspection Logs
 - a. Printed location records shall be kept by the Contractor and will clearly show the location, in relation to adjacent manholes, of each source of infiltration discovered. In addition, other data of significance including the locations of building and house service connections, along with an estimation of infiltration from such services, joints, unusual conditions, roots, storm sewer connections, collapsed sections, presence of scale and corrosion and other discernible features will be recorded and a copy of such records will be supplied to both the Owner and the Engineer.
 - 2. Video recordings of the data on the television monitor shall be made by the Contractor, copies of which shall be furnished in a DVD or other electronic or media format approved by the Owner.

END OF SECTION

SECTION 02769

CURED-IN-PLACE PIPE LINER

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and install and test cured-in-place pipe (CIPP) lining and appurtenances complete as shown on the Drawings and as specified herein.

1.02 RELATED WORK

- A. Sewer line [and manhole] cleaning is included in Section [02650].
- B. Television Inspection of pipelines is included in Section [02764].
- C. Maintenance of sewage flows is included in Section [02650].

1.03 SUBMITTALS

- A. Submit, in accordance with Section 01300, the following:
 - 1. Shop drawings and schedules of all CIPP liner and appurtenances required. Design data and specification data sheets listing all parameters used in the liner design and thickness calculations based on ASTM F1216 and D2412 for fully deteriorated pipe. All CIPP liner design calculations shall be sealed and signed by a registered professional engineer.
 - 2. Detailed procedure for installing the liner.
 - 3. The name of the liner manufacturer and the location of the facility where the liner was manufactured.
 - 4. Certified test reports from the manufacturer that the liner for this Contract was manufactured and tested in accordance with the ASTM Standards specified herein.

1.04 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
 - 2. ASTM D2412 - Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading
 - 3. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- B. Where reference is made to one of the above standards, the revision in effect at the time of the bid opening shall apply.

1.05 QUALITY ASSURANCE

- A. The Contractor performing the lining work shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner. Submit the following information for review and approval at the time of bid submittal:
 - 1. The number of years of experience in performing pipe lining projects.
 - 2. The name of the lining manufacturer and supplier for this work and previous work listed below. The Contractor shall be an approved installer as certified and/or licensed by the liner manufacturer.
 - 3. A list of municipal clients that the Contractor has performed this type of work for without defects or performance problems.
 - a. The list shall contain names and telephone numbers of persons to be called to verify previous satisfactory performance.
 - b. A full description of the actual work performed.
 - c. The list of municipal clients and description of projects shall include the approximate liner footage (lf) of lining work completed. Provide a sufficient number of references to total 50,000 lf or more of lining work completed to date.
- B. The Contractor shall also be capable of providing crews as needed to complete the work without undue delay and shall begin work within [7] days from authorized notice to proceed.
- C. The Owner shall approve or disapprove the Contractor and/or manufacturer based on the submitted information and a follow up interview.
- D. The CIPP liner shall be provided by a single manufacturer. The supplier shall be responsible for the provision of all test requirements specified herein as applicable. In addition, all liner to be installed under this Contract may be inspected at the plant for compliance with this Section by an independent testing laboratory provided by the Owner, at his own expense. The Contractor shall require the manufacturer's cooperation in these inspections. The cost of plant inspection will be the responsibility of the Owner.
- E. Inspection of the liner may also be made by the Engineer or other representative of the Owner after delivery. The liner shall be subject to rejection at any time on account of failure to meet any of the requirements specified, even though sample liner may have been accepted as satisfactory at the place of manufacture. Liner rejected after delivery shall be marked for identification and shall be removed from the job site at once.

1.06 SYSTEM DESCRIPTION

1.07 DELIVERY, STORAGE AND HANDLING

- A. Care shall be taken in shipping, handling and storage to avoid damaging the liner. Extra care shall be taken during cold weather construction. Any liner damaged in shipment shall be replaced as directed by the Engineer.

- B. Any liner showing a split or tear, or which has received a blow that may have caused damage, even though damage may not be visible, shall be marked as rejected and removed at once from the job site.
- C. The liner shall be maintained at a proper temperature in refrigerated facilities to prevent premature curing at all times prior to installation. The liner shall be protected from UV light prior to installation. Any liner showing evidence of premature curing will be rejected for use and will be removed from the site immediately.

1.08 PROJECT/SITE REQUIREMENTS

1.09 MAINTENANCE]

1.10 GUARANTEE

- A. All lining work shall be fully guaranteed by the Contractor and manufacturer for a period of [1] year from the date of acceptance. During this period, all serious defects discovered by the Owner shall be removed and replaced in a satisfactory manner at no additional cost to the Owner. The Owner may conduct an independent television inspection, at his own expense, of the lining work prior to the completion of the [1] year guarantee period.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The liner shall be by Insituform; InLiner [or equal].
- B. The liner shall be composed of tubing material consisting of one or more layers of a flexible non-woven polyester with or without additives such as woven fiberglass or other fibers. The felt tubing shall be impregnated with a thermosetting polyester resin and catalyst, vinyl ester and catalyst or epoxy resin and hardener. The liner material and resin shall be completely compatible. The outside layer of the tube shall be coated with an impermeable material compatible with the resin and fabric.
- C. The liner shall be capable of fitting into irregularly shaped pipe sections and through bends and dips within the pipeline.
- D. The liner shall be able to cure in the presence of water at a temperature of 180 degrees F or less.
- E. When inverted and cured the liner shall form a continuous, tight fitting, hard, impermeable liner which is chemically resistant to chemicals found in domestic sewage.
- F. The liner shall be chemically resistant to trace amounts of gasoline and other oil products commonly found in municipal sewerage and soils adjacent to the sewer pipe to be lined.
- G. The liner shall be fabricated to a size that when reformed will tightly fit the [sewer] being rehabilitated. Allowance for longitudinal and circumferential expansion shall be taken into account when sizing and installing the liner. All dimensions shall be field verified by the Contractor prior to delivery of the liner. Field measurements shall be used to ensure maximum closure between the new liner and the existing [sewer] [drain] pipe.

- H. The application of the resin to the felt tubing (wet-out) shall be conducted under factory conditions and the materials shall be fully protected against UV light, excessive heat and contamination at all times.
- I. The length of the liner shall be the length deemed necessary by the Contractor to effectively carry out the insertion of the liner and sealing of the liner at the outlet and inlet manholes. The required length of liner shall be verified in the field by the Contractor prior to fabrication.
- J. The liner shall be designed, fabricated and installed for the actual conditions encountered for this application and shall comply with the following minimum conditions:
 - 1. Temperature: 40 to 150 degrees F
 - 2. Maximum long term deflection: 5 percent
 - 3. The liner shall be designed to support all loads produced by backfill (120 lbs/sq ft), traffic (H-20) and a hydrostatic loading from groundwater elevation at grade.
 - 4. The liner shall be watertight.
- K. The cured liner shall have the following minimum structural properties:

<u>Property</u>	<u>Test Method</u>	<u>Minimum Standard</u>
Flexural Strength	ASTM D790	4,500
Flexural Modulus	ASTM D790	250,000

PART 3 EXECUTION

3.01 INSTALLATION

- A. Clean each length of pipe to be lined and dispose of any resulting material as specified in Section [02650], Sewer [and Manhole] Cleaning.
- B. Conduct a videotaped color television inspection of each length of pipe to be lined in accordance with Section [02651].
- C. Dye test all service connections prior to lining to determine all active service connections. A list of all service connections to be abandoned as part of the work shall be submitted to the Engineer for approval. The compiled list will include information on location of each service connection to be abandoned based on the television inspection logs.]
- D. All service connections protruding into the sewer to be lined shall be cut or ground down so as to be flush with the pipe to be lined prior to liner installation.
- E. The Contractor shall provide bypass pumping of sewage flows in accordance with Section [02740].
- F. Notify all property owners who discharge sewage directly into the sewer to be lined that their sewage service will be discontinued while the liner is being installed. Notify each affected

property owner at least [72] hours in advance of commencement of the work, giving the date, start time and time when service will be completely restored. [Also provide a telephone number which property owners can call for information during the work].

- G. Furnish and install the liner in the full length of sewer as shown on the Drawings. The installation of the liner shall be in complete accordance with the applicable provisions herein and the manufacture's installation requirements.
- H. For each length of liner installed, remove specimens of at least 24-in length for testing of flexural properties. The specimens shall be cut from a section of installed and reformed liner at an intermediate point or the termination point of the installation.
- I. All cutting and sealing of the liner at manhole connections shall provide watertight pipe and manhole trough seals.
- J. Reopen all of the existing active service connections in each length of sewer following reformation and cooling of the liner. The service connections shall be reopened from inside the sewer by means of a television camera controlled cutting device appropriate for the liner material and the rehabilitated sewer pipe. All of the liner penetrations or openings shall be watertight.
- K. Following installation of the liner and reopening of the service connections, conduct a final videotaped color television inspection of the completed work. Copies of these tapes and the videotapes made prior to the liner installation shall be submitted to the Engineer for approval and shall be retained by the [Owner] [Engineer].

3.02 FIELD TESTING AND ACCEPTANCE

- A. Field acceptance of the liner shall be based on the Engineer's evaluation of the installation including TV videotapes and a review of certified test data for the installed pipe samples.
- B. Groundwater infiltration of the liner shall be zero.
- C. All service connections shall be open, clear and watertight.
- D. There shall be no evidence of splits, cracks, breaks, lifts, kinks, delaminations or crazing in the liner.
- E. If any defective liner is discovered after it has been installed, it shall be removed and replaced with either a sound liner or a new pipe at no additional cost to the Owner.

END OF SECTION

SECTION 02801
RESTORATION OF SURFACE IMPROVEMENTS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.

This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

1.02 QUALITY ASSURANCE

Standards. Florida Grades and Standards for Nursery Plants, Part 1:

Irrigation Contractor Qualifications. Irrigation Competency Card is required for contractor or sub-contractor doing any irrigation repair, including relocation of heads, lines or valves, or any new irrigation work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 SOD

Sod used for restoration shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without irrigation, Argentina Bahia sod shall be used, unless otherwise directed by the Engineer/Landscape Architect.

Sod shall have well matted roots.

The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.

The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.

Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.

The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

2.02 PLANTS

Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the Engineer/Landscape Architect before placing.

Existing plants may be removed, preserved, and replaced at the Contractors option, in which case, the plants shall be handled and maintained by approved nursery staff.

Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced.

Plants used shall be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.

Plants shall conform to the sizes indicated by the Owner.

2.03 MULCH

Mulch for all planter areas shall be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

2.04 WATER

The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic.

2.05 PLANTING MIXTURE

The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.06 FERTILIZER

Fertilizer shall be granular 8-8-8, or equivalent.

Commercial fertilizers shall comply with the State fertilizer laws.

Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.07 ASPHALTIC CONCRETE

Asphaltic concrete for surface and base course applications shall be Type S-9.5 as specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and shall be in accordance with the project specifications and plans.

2.08 PORTLAND CEMENT CONCRETE

Portland cement concrete used in the performance of this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

PART 3 - EXECUTION

3.01 LANDSCAPING RESTORATION

All grass areas disturbed by construction shall be restored with the same type of sod as was existing prior to disturbance.

Lawn Areas. Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.

Balled Plants. Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

Option. Plants may be furnished as container grown instead of balled if all other requirements are met.

Preparation of Plant Pits. All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers shall have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.

Setting Plants. All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and burlapped plants and palms shall be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

Water. Water to be used initially during plant installation shall be furnished by the Contractor. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.

Sod Placement. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer.

Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.

In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.

Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.

The sod shall be kept in a moist condition after planting and for the duration of the Contract.

Maintenance. Contractor shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.02 PAVEMENT REPLACEMENT

Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

Prior to replacing concrete or asphalt pavement replacement, a limerock base shall be laid. The base for concrete pavement shall be six (6) inches of compacted thickness, and that for asphalt pavement shall be twelve (12) inches of compacted thickness for City roadways. The base course for each shall be compacted in two equal layers to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The Owner will have tests made by an independent testing laboratory to verify compaction results.

Non-asphalt pavement replacement shall be replaced of like material and thickness. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer/Architect. Where asphalt or built-up asphalt pavement is replaced by concrete,

the concrete shall have a minimum of six (6) inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.

Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than three weeks after completion of backfill.

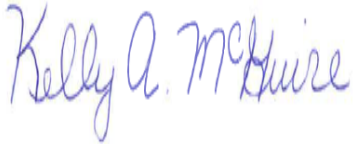
3.03 CURB REMOVAL AND REPLACEMENT

Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer/Architect. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal.

3.04 TESTS

The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Owner and at such locations as may be recommended by the Engineer/Architect. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

END OF SECTION

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.CC
Section:	CONSENT AGENDA			
Item Category:	Consent - Disposition Item	Res./Ord. No:		
Strategic Goal:	Public Safety – Purchase the latest up-to-date equipment for all first responders			
Department :	Police Department			
Subject:	Intent to Bid - Upgrade of Police Department Firearms and Accessories			
Budget Impact:	The FY 2023 budget of fund 305-Public Safety Vehicle & Equipment Fund includes \$75,000 for weapon system transition.			
Summary:	The Police Department is currently using handguns that are approximately a decade old and are looking to transition to a smaller caliber platform that also has a red dot optic system. This optic system and smaller caliber weapon will offer improved performance and efficiency compared to the current platform.			
Recommended Action:	The Police Department is requesting the commission's approval to advertise this invitation to bid for an upgrade of the OBPB's firearms and accessories.			
Staff Contact:	Jesse Godfrey, Police Chief, (386) 676-3500			
Approval:				
Kelly McGuire, Finance Director		12/14/2022		
Claire Whitley, Assistant City Manager		12/20/2022		
Joyce Shanahan, City Manager		12/20/2022		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Jesse Godfrey, Police Chief
Date: January 10, 2023
Subject: Intent to Bid - Upgrade of Police Department Firearms and Accessories
Commission Goal: Public Safety – Purchase the latest up-to-date equipment for all first responders

Introduction

This is a Disposition item to inform the City Commission of the Ormond Beach Police Department's (OBPD) intent to advertise for bids to provide an updated handgun, holster, optics and accessories for each sworn Ormond Beach Police Officer.

Background

The OBPD currently provides each officer with a 40 caliber Glock handgun. The two models issued, depending on the Officer's assignment, are a Glock 22 or Glock 27. The majority of these handguns are approximately 10 years old. Currently, department handguns are equipped with "iron sights" that are attached to the handgun's slide, rather than the newer optical sights technology.

In 2022, the Police Department conducted tests and evaluations of multiple handgun platforms and optical sights, and used these tests and evaluations to select a new handgun platform and a tactical optics system. The selection was made by committee, using input from multiple officers who participated in the tests.

Discussion

The handguns currently issued by the Police Department are 40 caliber weapons with a stacked magazine. After a testing and evaluation process, the selection committee determined that a smaller caliber weapon would offer improved mechanics and performance for department officers. The new platforms selected are the Glock 34 and 43, depending on assignment. Both are 9mm caliber handguns. During the test and evaluation period, the committee also selected the Trijicon RMR Adjustable LED reflex sight. New holsters and accessories will be required to accommodate the change in weapons systems and the addition of optics.

Budget Impact

The FY 2023 budget of fund 305-Public Safety Vehicle & Equipment Fund includes \$75,000 for weapon system transition.

Citizen Impact

The replacement of OBPD handguns ensures the police department has the necessary equipment to continue providing critical and high quality services to the community.

Recommendation

The Police Department is requesting the commission's approval to advertise this invitation to bid for an upgrade of the OBPD's firearms and accessories.

Attachments:

1. BID 2023-06 Upgrade of Firearms and accessories

Approvals:



Kelly McGuire, Finance Director

Date: December 14, 2022



Claire Whitley, Assistant City Manager

Date: December 20, 2022



Joyce Shanahan, City Manager

Date: December 20, 2022



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3330

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **Upgrade of Firearms and accessories**

BID NUMBER: **2023-06**

BID OPENING DATE & TIME: **February 15, 2023 at 3:00 PM**

BID OPENING LOCATION: **City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street**

PRE-BID MEETING DATE & TIME: N/A

PRE-BID MEETING LOCATION: N/A

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: _____

BIDDER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N. or S.S. NUMBER: _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder 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 Bidder.

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 Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases 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 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID 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 Bid will be furnished in writing to all prospective Bidders. 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 is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids 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.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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 Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor'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 Bidder, 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 Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and

effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

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 or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received.

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.

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 32175.
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
Or
www.ormondbeach.org/prr**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.
--

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

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.

City of Ormond Beach
Upgrade of Firearms and accessories
Bid No. 2023-06

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file, with all required attachments, by the closing date and time. Deliver Bids to: Rob Hart, Purchasing Coordinator, Ormond Beach City Hall Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Robert Hart, by e-mailing rob.hart@ormondbeach.org.

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 Bid 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 Bid at any time and to negotiate with any party prior to or after submittal of Bid.

Cost of Bid Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

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. The City will not provide any equipment to do this work.

Registration And Risk Management Requirements: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property 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** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Attachment A** for the City's registration and risk management requirements.

SCOPE OF WORK:**GENERAL**

The City of Ormond Beach invites qualified companies to submit Bid for an Upgrade to Firearms and accessories. The successful contractor will be required to provide not less than 95% of the analyses noted in the Bid.

AWARD:

The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

TAXES:

The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES:

Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

City of Ormond Beach
Upgrade of Firearms and accessories
Bid No. 2023-06

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

City of Ormond Beach
Upgrade of Firearms and accessories
Bid No. 2023-06

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (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 Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

BID RESPONSE FORM
(continued)

This Bid 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; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ EMAIL: _____

SUBMITTER'S NAME: _____
(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

Upgrade of Firearms and accessories

Bid No. 2023-06

BIDDING SPECIFICATIONS

The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality and interoperability. The City's Police Chief or his designee shall be the sole judge of the quality and interoperability of alternate products proposed and his decision will be final.

The BIDDER will complete the Work, as described herein, for the following price(s):

<u>BID SCHEDULE</u>					
<u>Item No:</u>	<u>Description:</u>	<u>Quantity:</u>	<u>Unit:</u>	<u>Unit Price:</u>	<u>Total Price:</u>
1.	Glock Gen 5 34 9mm Fixed Sights MOS-3 #GLOCK-PA345s202MO	78	EA	\$ _____	\$ _____
2.	Glock 43X Black 5.5lb LE GNS MOS-2 #GLOCK-PX43580702FRM	10	EA	\$ _____	\$ _____
3.	Glock mag G43x/G48 10rd #GLOCK-47575*	20	EA	\$ _____	\$ _____
4.	Glock Gen 5 17 9 mm Magazine 17 Rounds #GLOCK-39328*	20	EA	\$ _____	\$ _____
5.	Safariland 7360RDS 7TS Holster w/Light G34 #SAF-7360RDS-68325-4	78	EA	\$ _____	\$ _____
6.	Model 7371 7TS ALS® Concealment Paddle #SAF-7371-895-411*	10	EA	\$ _____	\$ _____
7.	Trijicon RMR adj LED Sight = 6.50 MOA Red #TRI-RM07-C-700679*	78	EA	\$ _____	\$ _____
8.	Ameriglo 2XL Tall MOS/Suppressor set #AG-GL-330*	78	EA	\$ _____	\$ _____
9.	C&H Red Dot Adapter Plate Glock MOS #CH-GL-RSH*	78	EA	\$ _____	\$ _____
10.	Trade in allowance Gen4 Glock 22 With NS-3 Mags & Box	73	EA	\$ _____	\$ _____
11.	Trade in allowance Glock 27 Gen3 With 2 Mags & Box	10	EA	\$ _____	\$ _____

12. Freight

1

EA

\$_____

\$_____

TOTAL BID FOR CONTRACT

\$_____

(Figures)

(Words)

City of Ormond Beach

**Upgrade of Firearms and accessories
Bid No. 2023-06**

CITY OF ORMOND BEACH, FLORIDA

**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

NAME (PRINT OR TYPE)

TITLE

DATE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids 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:

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.

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.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

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 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.

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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

Attachment A
City of Ormond Beach
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.

Insurance Requirements

[From Ormond Beach Code of Ordinances establishing minimum requirements for risk management, commercial general liability insurance, and comprehensive general liability insurance, as amended by Resolution No. 2021-144 (9/22/21)]:

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.

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 7.DD
Section:	CONSENT AGENDA			
Item Category:	Consent - Disposition Item	Res./Ord. No:		
Strategic Goal:	Governance – Other			
Department :	City Manager			
Subject:	Travel Approval for the City Commission			
Budget Impact:	Travel for the City Commission is a General Fund operating budgeted item.			
Summary:	The City's travel policy requires prior approval by the City Commission for travel by the City Commission where lodging accommodations or travel by air are necessary.			
Recommended Action:	It is respectfully requested that the City Commission approve the additional request for travel to attend the Florida League of Cities Institute of Elected Municipal Officials training.			
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200			
Approval:				
Kelly McGuire, Finance Director		12/21/2022		
Claire Whitley, Assistant City Manager		12/22/2022		
Joyce Shanahan, City Manager		1/4/2023		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Joyce Shanahan, City Manager
Date: January 10, 2023
Subject: Travel Approval for the City Commission
Commission Goal: Governance – Other

Introduction

The City's travel policy requires prior approval by the City Commission for travel by the City Commission, the City Attorney, or the City Manager where lodging accommodations or travel by air are necessary.

Background

At the December 6, 2022, meeting, the City Commission approved the travel request of the City Commission, City Manager and City Attorney to attend various conferences and events for 2023. This is an additional request for the City Commission to attend the Florida League of Cities (FLC) Institute of Elected Municipal Officials (IEMO).

Discussion

IEMO is an education program designed for elected officials. The primary objective of the IEMO is to provide elected municipal officials with an intensive academic program to assist them in meeting the requirements of their elected role.

IEMO I is designed for elected officials with less than one term in office. The next session will be held on January 20-21 in St. Augustine.

IEMO II is reserved for participants and graduates of the IEMO I, or those elected city officials who have completed one or more terms in office.

These are two-day programs, usually held on a Friday and Saturday, and are offered at different locations throughout Florida. Depending on the location, an overnight stay at a hotel might be necessary. Dates for future sessions will be announced by Florida League of Cities.

Budget Impact

Travel for the City Commission is a General Fund operating budgeted item.

Citizen Impact

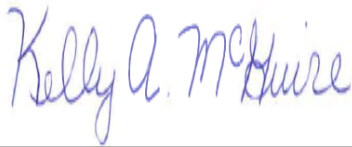
There is no citizen impact.

Recommendation

It is respectfully requested that the City Commission approve the additional request for travel to attend the Florida League of Cities Institute of Elected Municipal Officials training.

Attachments:

Approvals:



Kelly McGuire, Finance Director

Date: December 21, 2022



Claire Whitley, Assistant City Manager

Date: December 22, 2022



Joyce Shanahan, City Manager

Date: January 04, 2023

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 8.A
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2022-38	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	Land Development Code Amendment, Townhouses in the R-4, R-5, and R-6 Zoning Districts			
Budget Impact:	There is no budget impact as the result of this Land Development Code amendment.			
Summary:	This is an administrative amendment to the LDC to amend the dimensional standards and conditional use criteria for townhouses.			
Recommended Action:	It is recommended the City Commission approve the administrative amendments to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-17, R-4, Single-Family Cluster & Townhouse Zoning District, Section 2-18, R-5, Multifamily Medium Density Zoning District, and Section 2-19, Multifamily Medium High Density Zoning District and Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (84), to amend the dimensional standards and conditional use criteria for townhouses, as shown in the attached Ordinance. The Planning Board recommended approval of the Land Development Code amendment by a 7-0 vote.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval: Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager 12/8/2022 12/8/2022  				

Joyce Shanahan, City Manager

12/14/2022





CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: January 10, 2023
Subject: Land Development Code Amendment, Townhouses in the R-4, R-5, and R-6 Zoning Districts

Commission Goal: Community Development - Other

Introduction

This is an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-17, R-4, Single-Family Cluster & Townhouse Zoning District, Section 2-18, R-5, Multifamily Medium Density Zoning District, and Section 2-19, Multifamily Medium High Density Zoning District and Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (84), to amend the dimensional standards and conditional use criteria for townhouses.

Background

Section 1-22 of the Land Development Code defines townhouses as, "Townhouse means an individually-owned single-family dwelling unit constructed as a group of at least three (3), but not more than eight (8), attached single-family dwelling units on individually-owned lots." Townhouses are a conditional use within the R-4, Single-Family Cluster & Townhouse Zoning District, R-5, Multifamily Medium Density Zoning District, and R-6, Multifamily Medium High Density Zoning District. It has been observed that the dimensional standards in these zoning districts do not provide lot and overall property dimensional standards. Recent townhouse projects have included the Cupola, Granada Grande, and Gardens at Bella Vita (annexed from Volusia County). Townhouses combine the traits of a single-family use with platted lots and multifamily use with common building walls and shared amenities. The purpose of this amendment is to (1) establish dimensional standards for the townhouse use and (2) enhance the conditional use criteria for townhouses. Staff views these amendments as corrections to the existing dimensional standards that are not appropriate for a townhouse use and enhancement of the conditional use criteria standards.

Discussion

There has been limited new residential development within the city and few townhouse developments. While the townhouse use is permitted in the R-4, Single-Family Cluster & Townhouse Zoning District, R-5, Multifamily Medium Density Zoning District and the R-6, Multifamily Medium High Density Zoning District, the dimensional standards would not allow the development as a conditional use. The existing standard of a 6,900 square foot lot with a 60' lot minimum width is typical of a single-family house rather than a townhouse use.

PLANNING BOARD REVIEW

The Planning Board reviewed the Land Development Code amendment at the October 13, 2022 meeting and recommended approval by a 7-0 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 Land Development Code amendment.

Citizen Impact

There is no citizen impact anticipated with this Land Development Code amendment. Staff views these amendments as required to set reasonable minimum standards for the townhouse use. The refinement of the conditional use standards enhances setbacks and landscape buffers.

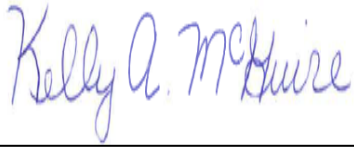
Recommendation

It is recommended the City Commission approve the administrative amendments to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-17, R-4, Single-Family Cluster & Townhouse Zoning District, Section 2-18, R-5, Multifamily Medium Density Zoning District, and Section 2-19, Multifamily Medium High Density Zoning District and Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (84), to amend the dimensional standards and conditional use criteria for townhouses, as shown in the attached Ordinance. The Planning Board recommended approval of the Land Development Code amendment by a 7-0 vote.

Attachments:

1. 22-38 Planning - LDC Amendment, Townhomes (P22-0185G)
2. 10.13.2022, LDC Amendment, Townhouses in R-4, R-5 and R-6 zoning districts
3. Draft Planning Board minutes, LDC Amendment, Townhouses in R-4, R-5 and R-6 zoning districts - 10.13.2022

Approvals:



Kelly McGuire, Finance Director

Date: December 08, 2022



Claire Whitley, Assistant City Manager

Date: December 08, 2022



Joyce Shanahan, City Manager

Date: December 14, 2022

ORDINANCE NO. 2022-38

AN ORDINANCE AMENDING THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING SECTION 2-17, R-4, SINGLE-FAMILY CLUSTER AND TOWNHOUSE ZONING DISTRICT; SECTION 2-18, R-5, MULTIFAMILY MEDIUM DENSITY ZONING DISTRICT; AND SECTION 2-19, R-6, MULTIFAMILY MEDIUM-HIGH DENSITY ZONING DISTRICT, OF ARTICLE II, DISTRICT REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS; AND BY AMENDING SUBSECTION (84), OF SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION, OF ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, TO AMEND THE DIMENSIONAL STANDARDS AND CONDITIONAL USE CRITERIA FOR TOWNHOUSES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-17, R-4, Single-Family Cluster and Townhouse Zoning District; Section 2-18, R-5, Multifamily Medium Density Zoning District, and Section 2-19, R-6, Multifamily Medium-High Density Zoning District; and Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (84), of the City of Ormond Beach *Land Development Code*, to amend the dimensional standards and conditional use criteria for townhouses.

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on October 13, 2022, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendments to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 2-17, R-4, Single-Family Cluster and Townhouse Zoning District, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code*, is hereby amended as follows:

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Sec. 2-17. - R-4: Single-Family Cluster and Townhouse Zoning District.

A. PURPOSE: The purpose of the Single-Family Cluster and Townhouse (R-4) zoning district is to provide for a variety of dwelling units in a highly aesthetic setting. The zoning district attempts to establish an optimum living environment between indoor and outdoor living, to encourage the establishment of on-site recreation areas and open space, and cluster developments on small lots, while maintaining the maximum possible privacy for each unit through quality of design.

B. DIMENSIONAL STANDARDS

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Building Coverage	5. Maximum Impervious Lot Coverage	6. Minimum Lot Size	7. Minimum Lot Width	8. Minimum Lot Depth	9. Setbacks				
								a. Front	b. Rear	c. Side	d. Street Corner/Corner	e. Waterbody
Single-Family	5.05	30'	35%	75%	8,625	75'	115'	25'	25'	8' total 20'	20'	30'
Cluster	6.7	30'	35%	75%	6,500	65'	-	25'	25'	8' total 20'	20'	30'
Patio	6.89	30'	35%	75%	6,325	55'	115'	25'	25'	8' total 20'	20'	30'
Zero-Lot-Line	8.71	30'	35%	75%	5,000	50'	-	25'	25'	0', 20'	20'	30'
Multi-Family	8	30'	35%	75%	43,560	125'	-	25'	25'	10'	20'	30'
Duplex	8.71	30'	35%	75%	10,000	100'	-	30'	25'	20'	20'	30'
Triplex	8.7	30'	35%	75%	15,000	150'	-	30'	25'	20'	20'	30'
Townhouse	6.31	30'	35%	75%	6,900	60'	115'	25'	25'	15'	20'	30'

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Parcel Building Coverage	5. Maximum Lot Building Coverage	6. Maximum Parcel Impervious Coverage	7. Maximum Lot Impervious Coverage	8. Minimum Parcel Size in SF	9. Minimum Lot Size in SF	10. Minimum Lot Width	11. Minimum Lot Depth	12. Setbacks				
											a. Front	b. Rear	c. Side	d. Street Corner/Corner	e. Waterbody
Single-Family	5.05	30'	35%	35%	75%	75%	8,625	8,625	75'	115'	25'	25'	8' total 20'	20'	30'
Cluster	6.70	30'	35%	35%	75%	75%	6,500	6,500	65'	-	25'	25'	8' total 20'	20'	30'
Patio	6.89	30'	35%	35%	75%	75%	6,325	6,325	55'	115'	25'	25'	8' total 20'	20'	30'
Zero-Lot-Line	8.71	30'	35%	35%	75%	75%	5,000	5,000	50'	-	25'	25'	0', 20'	20'	30'
Multi-Family	8	30'	35%	35%	75%	75%	43,560	43,560	125'	-	25'	25'	10'	20'	30'
Duplex	8.71	30'	35%	35%	75%	75%	10,000	10,000	100'	-	30'	25'	20'	20'	30'
Triplex	8.7	30'	35%	35%	75%	75%	15,000	15,000	150'	-	30'	25'	20'	20'	30'
Townhouse	8	30'	35%	75%	75%	90%	43,560	2,280	24'	95'	25'	10'	0'	0' (entire building 15')	30'

C. PERMITTED USES ***no change in existing text***

D. CONDITIONAL USES ***no change in existing text***

E. SPECIAL EXCEPTION USES ***no change in existing text***

F. OTHER STANDARDS ***no change in existing text***

G. PERMITTED ACCESSORY USES: ***no change in existing text***

H. SPECIAL STANDARDS: ***no change in existing text***

SECTION TWO. Section 2-18, R-5, Multifamily Medium Density Zoning District, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code*, is hereby amended as follows:

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Sec. 2-18. - R-5, Multifamily Medium Density Zoning District

A. PURPOSE: The purpose of the Multifamily Medium Density (R-5) Zoning District is to provide for a mixture of various residential types ranging from single-family detached homes, to low density multifamily developments designed in such manner as to be highly compatible within the site and the neighborhood through the use of open space, buffering and architectural design.

B. DIMENSIONAL STANDARDS

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Building Coverage	5. Maximum Impervious Lot Coverage	6. Minimum Lot Size	7. Minimum Lot Width	8. Minimum Lot Depth	9. Setbacks				
								a. Front	b. Rear	c. Side	d. Street Corner/Corner	e. Waterbody
Single Family	5.05	30'	35%	75%	8,625 SF	75'	115'	25'	20'	8' total 20'	20'	30'
Cluster	6.7	30'	35%	75%	6,500 SF	65'	—	25'	20'	8' total 20'	20'	30'
Patio	6.89	30'	35%	75%	6,325 SF	55'	115'	25'	20'	8' total 20'	20'	30' Zero-Lot
Zero-Lot-Line	8.71	30'	35%	75%	5,000 SF	50'	—	25'	20'	0', 20'	20'	30'
Multi-Family	12	30'	35%	75%	43,560 SF	125'	—	25'	20'	10'	20'	30'
Duplex	8.71	30'	35%	75%	10,000 SF	100'	—	30'	20'	20'	20'	30'
Townhouse	6.31	30'	35%	75%	6,900 SF	30'	115'	25'	20'	15'	20'	30'

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Parcel Building Coverage	5. Maximum Lot Building Coverage	6. Maximum Parcel Impervious Coverage	7. Maximum Lot Impervious Coverage	8. Minimum Parcel Size in SF	9. Minimum Lot Size in SF	10. Minimum Lot Width	11. Minimum Lot Depth	12. Setbacks				
											a. Front	b. Rear	c. Side	d. Street Corner/Corner	e. Waterbody
Single-Family	5.05	30'	35%	35%	75%	75%	8,625	8,625	75'	115'	25'	25'	8' total 20'	20'	30'
Cluster	6.70	30'	35%	35%	75%	75%	6,500	6,500	65'	=	25'	25'	8' total 20'	20'	30'
Patio	6.89	30'	35%	35%	75%	75%	6,325	6,325	55'	115'	25'	25'	8' total 20'	20'	30'
Zero-Lot-Line	8.71	30'	35%	35%	75%	75%	5,000	5,000	50'	=	25'	25'	0', 20'	20'	30'
Multi-Family	12	30'	35%	35%	75%	75%	43,560	43,560	125'	=	25'	25'	10'	20'	30'
Duplex	8.71	30'	35%	35%	75%	75%	10,000	10,000	100'	=	30'	25'	20'	20'	30'
Townhouse	12	30'	35%	75%	75%	90%	43,560	2,280	24'	95'	25'	10'	0'	0' (entire building 15')	30'

C. PERMITTED USES ***no change in existing text***

D. CONDITIONAL USES ***no change in existing text***

E. SPECIAL EXCEPTION USES ***no change in existing text***

F. OTHER STANDARDS ***no change in existing text***

G. PERMITTED ACCESSORY USES: ***no change in existing text***

H. SPECIAL STANDARDS: ***no change in existing text***

SECTION THREE. Section 2-19, R-6, Multifamily Medium-High Density Zoning District, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code*, is hereby amended as follows:

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Sec. 2-19. - R-6, Multifamily Medium-High Density Zoning District

A. PURPOSE: The purpose of the Multifamily Medium-High (R-6) Zoning District is to provide for the development of multiple-family residential developments at medium to high densities.												
B. DIMENSIONAL STANDARDS												
1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Building Coverage	5. Maximum Impervious Lot Coverage	6. Minimum Lot Size	7. Minimum Lot Width	8. Minimum Lot Depth	9. Setbacks				
								a. Front	b. Rear	c. Side	d. Street Corner/Corner	e. Waterbody
Single-Family	5.05	30'	35%	75%	8,625 SF	75'	115'	25'	20'	8' total 20'	20'	30' (See Additional Waterbody Setbacks listed below)
Cluster	6.70	30'	35%	75%	6,500 SF	65'	—	25'	20'	8' total 20'	20'	
Patio	6.89	30'	35%	75%	6,325 SF	55'	115'	25'	20'	8' total 20'	20'	
Zero-Lot-Line	8.71	30'	35%	75%	5,000 SF	50'	—	25'	20'	0', 20'	20'	
Multi-Family	32	75'	35%	75%	43,560 SF	125'	—	25'	20'	10'	20'	
Duplex	8.71	30'	35%	75%	10,000 SF	100'	—	30'	20'	20'	20'	
Townhouse	6.31	30'	35%	75%	6,900 SF	60'	115'	25'	20'	15'	20'	

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Parcel Building Coverage	5. Maximum Lot Building Coverage	6. Maximum Parcel Impervious Coverage	7. Maximum Lot Impervious Coverage	8. Minimum Parcel Size in SF	9. Minimum Lot Size in SF	10. Minimum Lot Width	11. Minimum Lot Depth	12. Setbacks				
											a. Front	b. Rear	c. Side	d. Street Corner/Corner	e. Waterbody
<u>Single-Family</u>	<u>5.05</u>	<u>30'</u>	<u>35%</u>	<u>35%</u>	<u>75%</u>	<u>75%</u>	<u>8,625</u>	<u>8,625</u>	<u>75'</u>	<u>115'</u>	<u>25'</u>	<u>25'</u>	<u>8' total 20'</u>	<u>20'</u>	<u>30' (See Additional Waterbody Setbacks listed below)</u>
<u>Cluster</u>	<u>6.70</u>	<u>30'</u>	<u>35%</u>	<u>35%</u>	<u>75%</u>	<u>75%</u>	<u>6,500</u>	<u>6,500</u>	<u>65'</u>	<u>-</u>	<u>25'</u>	<u>25'</u>	<u>8' total 20'</u>	<u>20'</u>	
<u>Patio</u>	<u>6.89</u>	<u>30'</u>	<u>35%</u>	<u>35%</u>	<u>75%</u>	<u>75%</u>	<u>6,325</u>	<u>6,325</u>	<u>55'</u>	<u>115'</u>	<u>25'</u>	<u>25'</u>	<u>8' total 20'</u>	<u>20'</u>	
<u>Zero-Lot-Line</u>	<u>8.71</u>	<u>30'</u>	<u>35%</u>	<u>35%</u>	<u>75%</u>	<u>75%</u>	<u>5,000</u>	<u>5,000</u>	<u>50'</u>	<u>-</u>	<u>25'</u>	<u>25'</u>	<u>0', 20'</u>	<u>20'</u>	
<u>Multi-Family</u>	<u>32</u>	<u>75'</u>	<u>35%</u>	<u>35%</u>	<u>75%</u>	<u>75%</u>	<u>43,560</u>	<u>43,560</u>	<u>125'</u>	<u>-</u>	<u>25'</u>	<u>25'</u>	<u>10'</u>	<u>20'</u>	
<u>Duplex</u>	<u>8.71</u>	<u>30'</u>	<u>35%</u>	<u>35%</u>	<u>75%</u>	<u>75%</u>	<u>10,000</u>	<u>10,000</u>	<u>100'</u>	<u>-</u>	<u>30'</u>	<u>25'</u>	<u>20'</u>	<u>20'</u>	
<u>Townhouse</u>	<u>12</u>	<u>30'</u>	<u>35%</u>	<u>75%</u>	<u>75%</u>	<u>90%</u>	<u>43,560</u>	<u>2,280</u>	<u>24'</u>	<u>95'</u>	<u>25'</u>	<u>10'</u>	<u>0'</u>	<u>0' (entire building 15')</u>	

9.e. Additional Waterbody Setbacks: ***no change in existing text***

C. PERMITTED USES ***no change in existing text***

D. CONDITIONAL USES ***no change in existing text***

E. SPECIAL EXCEPTION USES ***no change in existing text***

F. OTHER STANDARDS ***no change in existing text***

G. PERMITTED ACCESSORY USES: ***no change in existing text***

H. SPECIAL STANDARDS: ***no change in existing text***

SECTION FOUR. Subsection (84) Townhouses, of Section 2-57, Criteria for review of specific conditional and special exception, of Article IV, Conditional and Special Exception Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code*, is hereby amended as follows:

(84) *Townhouses.*

- a. All townhouses shall provide a garage with a minimum area of eighteen feet (18') by twenty feet (20') to provide parking for two (2) vehicles.
- b. A maximum driveway width of eighteen feet (18') is allowed. No townhome building shall be located within fifty feet (50') of the property line of a conforming single-family home or a residential district which allows a single-family use.
- c. ~~Townhouse lots abutting single family detached residential shall have a twenty foot (20') wide buffer (design type 3) as specified in section 3-06(d).~~
- d. ~~New townhouse projects require a minimum of twenty percent (20%) dedicated as common area, exclusive of stormwater ponds and roads.~~
- e. ~~Patios and screen enclosures on townhouse lots shall maintain a minimum ten foot (10') rear yard setback.~~
- c. New townhouse developments shall have a perimeter setback of thirty feet (30') which shall not allow any lots or building improvements.
- d. Townhouse developments shall have a twenty foot (20') wide landscape buffer (design type 3) along all property boundaries as specified in section 3-06(d). Where townhouse developments abut a conforming single-family home or a residential district which allows a single-family use, a thirty foot (30') wide landscape buffer (design type 4) as specified in section 3-06(d).
- e. New townhouse developments shall require a minimum of twenty-five percent (25%) of the total project area dedicated as common area, such as natural preservation areas, recreational areas, dry stormwater areas, exclusive of wet stormwater ponds and roads.
- f. Where a townhome development abuts a single-family home, a residential district which allows a single-family use, or a commercially zoned area, a PVC vinyl or similar fence material acceptable to the SPRC is required.
- g. There shall be a minimum of twenty (20') feet separation between townhome buildings within the development.

- h. Townhome buildings shall not contain less than three (3) units or more than eight (8) units in any one building.
- i. All townhouse lots shall maintain a minimum ten-foot (10') rear yard setback for accessory and principal uses.
- j. Architectural standards of Article VI, Architectural Design Standards, shall apply to townhome buildings.

SECTION FIVE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION SIX. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 6th day of December, 2022.

PASSED UPON at the second and final reading of the City Commission, this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: October 13, 2022

SUBJECT: LDC amendment: Townhouses in the R-4, R-5 and R-6 zoning districts

APPLICANT: Administrative

NUMBER: LDC 2022-106

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-17, R-4, Single-Family Cluster & Townhouse Zoning District, Section 2-18, R-5, Multifamily Medium Density Zoning District, and Section 2-19, Multifamily Medium High Density Zoning District and Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (84), to amend the dimensional standards and conditional use criteria for townhouses.

BACKGROUND: Section 1-22 of the Land Development Code defines townhouses as, "Townhouse means an individually-owned single-family dwelling unit constructed as a group of at least three (3), but not more than eight (8), attached single-family dwelling units on individually-owned lots." Townhouses are a conditional use within the R-4, Single-Family Cluster & Townhouse Zoning District, R-5, Multifamily Medium Density Zoning District, and R-6, Multifamily Medium High Density Zoning District. It has been observed that the dimensional standards in these zoning districts do not provide lot and overall property dimensional standards. Recent townhouse projects have included the Cupola, Granada Grande, and Gardens at Bella Vita (annexed from Volusia County). Townhouses combine the traits of a single-family use with platted lots and multifamily use with common building walls and shared amenities. The purpose of this amendment is to (1) establish dimensional standards for the townhouse use and (2) enhance the conditional use criteria for townhouses. Staff views these amendments as corrections to the existing dimensional standards that are not appropriate for a townhouse use and enhancement of the conditional use criteria standards.

ANALYSIS:

The proposed Land Development Code amendment is shown below. The underlined text are additions to the original text and ~~strike through~~ are the deleted text of the amendment.

Dimensional standards, R-4 and R-5 zoning districts

B. DIMENSIONAL STANDARDS														
1. Type	2. Density- (units per acre)	3. Maximum Building Height	4. Maximum Building Coverage	5. Maximum Impervious Lot Coverage	6. Minimum Lot Size	7. Minimum Lot Width	8. Minimum Lot Depth	9. Setbacks						
								a. Front	b. Rear	c. Side	d. Street Corner/Corner	e. Waterbody		
Single-Family	5.05	30'	35%	75%	8,625	75'	115'	25'	25'	0' (entire building 15')	20'	30'		
Cluster	6.7	30'	35%	75%	6,500	65'	-	25'	25'	0' (entire building 15')	20'	30'		
Patio	6.89	30'	35%	75%	6,325	55'	115'	25'	25'	0' (entire building 15')	20'	30'		
Zero-Lot-Line	8.71	30'	35%	75%	5,000	50'	-	25'	25'	0' (entire building 15')	20'	30'		
Multi-Family	8	30'	35%	75%	43,560	125'	-	25'	25'	10'	20'	30'		
Duplex	8.71	30'	35%	75%	10,000	100'	-	30'	25'	20'	20'	30'		
Triplex	8.7	30'	35%	75%	15,000	150'	-	30'	25'	20'	20'	30'		
Townhouse	6.34	30'	35%	75%	6,900	60'	115'	25'	25'	15'	20'	30'		

1. Type	2. Density- (units per acre)	3. Maximum Building Height	4. Maximum Parcel Building Coverage	5. Maximum Lot Building Coverage	6. Maximum Parcel Impervious Coverage	7. Maximum Lot Impervious Coverage	8. Minimum Parcel Size in SF	9. Minimum Lot Size in SF	10. Minimum Lot Width	11. Minimum Lot Depth	12. Setbacks				
											a. Front	b. Rear	c. Side	d. Street Corner/Corner	e. Waterbody
Single-Family	5.05	30'	35%	35%	75%	75%	8,625	8,625	75'	115'	25'	25'	8' total 20'	20'	30'
Cluster	6.70	30'	35%	35%	75%	75%	6,500	6,500	65'	-	25'	25'	8' total 20'	20'	30'
Patio	6.89	30'	35%	35%	75%	75%	6,325	6,325	55'	115'	25'	25'	8' total 20'	20'	30'
Zero-Lot-Line	8.71	30'	35%	35%	75%	75%	5,000	5,000	50'	-	25'	25'	0', 20'	20'	30'
Multi-Family	8	30'	35%	35%	75%	75%	43,560	43,560	125'	-	25'	25'	10'	20'	30'
Duplex	8.71	30'	35%	35%	75%	75%	10,000	10,000	100'	-	30'	25'	20'	20'	30'
Triplex	8.7	30'	35%	35%	75%	75%	15,000	15,000	150'	-	30'	25'	20'	20'	30'
Townhouse	8	30'	35%	75%	75%	90%	43,560	2,280	24'	95'	25'	10'	0'	0' (entire building 15')	30'

Dimensional standards, R-6 zoning districts

B. DIMENSIONAL STANDARDS														
1. Type	2. Density- (units per acre)	3. Maximum Building Height	4. Maximum Building Coverage	5. Maximum Impervious Lot Coverage	6. Minimum Lot Size	7. Minimum Lot Width	8. Minimum Lot Depth	9. Setbacks						
								a. Front	b. Rear	c. Side	d. Street Corner/Corner	e. Waterbody		
Single-Family	5.05	30'	35%	75%	8,625 SF	75'	115'	25'	20'	8' total 20'	20'	30'		
Cluster	6.70	30'	35%	75%	6,500 SF	65'	-	25'	20'	8' total 20'	20'	30'		
Patio	6.89	30'	35%	75%	6,325 SF	55'	115'	25'	20'	8' total 20'	20'	30'		
Zero-Lot-Line	8.71	30'	35%	75%	5,000 SF	50'	-	25'	20'	0', 20'	20'	30'		
Multi-Family	32	75'	35%	75%	43,560 SF	125'	-	25'	20'	10'	20'	30'		
Duplex	8.71	30'	35%	75%	10,000 SF	100'	-	30'	20'	20'	20'	30'		
Townhouse	6.34	30'	35%	75%	6,900 SF	60'	115'	25'	20'	15'	20'	30'		

1. Type	2. Density- (units per acre)	3. Maximum Building Height	4. Maximum Parcel Building Coverage	5. Maximum Lot Building Coverage	6. Maximum Parcel Impervious Coverage	7. Maximum Lot Impervious Coverage	8. Minimum Parcel Size in SF	9. Minimum Lot Size in SF	10. Minimum Lot Width	11. Minimum Lot Depth	12. Setbacks				
											a. Front	b. Rear	c. Side	d. Street Corner/Corner	e. Waterbody
Single-Family	5.05	30'	35%	35%	75%	75%	8,625	8,625	75'	115'	25'	25'	8' total 20'	20'	30'
Cluster	6.70	30'	35%	35%	75%	75%	6,500	6,500	65'	-	25'	25'	8' total 20'	20'	30'
Patio	6.89	30'	35%	35%	75%	75%	6,325	6,325	55'	115'	25'	25'	8' total 20'	20'	30'
Zero-Lot-Line	8.71	30'	35%	35%	75%	75%	5,000	5,000	50'	-	25'	25'	0', 20'	20'	30'
Multi-Family	32	75'	35%	35%	75%	75%	43,560	43,560	125'	-	25'	25'	10'	20'	30'
Duplex	8.71	30'	35%	35%	75%	75%	10,000	10,000	100'	-	30'	25'	20'	20'	30'
Townhouse	12	30'	35%	75%	75%	90%	43,560	2,280	24'	95'	25'	10'	0'	0' (entire building 15')	30'

The dimensional standards seek to establish overall parcel standards and individual lot standards. The overall parcel standard requires one acre of land for the townhouse use (same as the multi-family use). The overall parcel provides maximums for the all buildings on the property (35% of the total project area) and impervious area (75% of the total project area). The density allowed is 8 units per acre in the R-4, Single-Family Cluster & Townhouse Zoning District and R-5, Multifamily Medium Density Zoning District (same as the multi-family use). In the R-6, Multifamily Medium High Density Zoning District, the density proposed is 12 units per acre (multifamily allows 32 units per acre). Additional density of the zoning district allowances could be sought as a Planned Residential Development.

The amendment established townhouse lot standards which do not exist today include:

- Maximum building coverage – 75%.
- Maximum lot coverage – 90%.
- Minimum lot size – 2,280 square feet.
- Minimum lot width – 24' feet.
- Minimum lot depth – 95' feet.
- Townhome setbacks.

Conditional use criteria

(84) Townhouses.

- a. All townhouses shall provide a garage with a minimum area of eighteen feet (18') by twenty feet (20') to provide parking for two (2) vehicles.
- b. A maximum driveway width of eighteen feet (18') is allowed. No townhome building shall be located within fifty feet (50') of the property line of a conforming single-family home or a residential district which allows a single-family use.
- c. Townhouse lots abutting single-family detached residential shall have a twenty foot (20') wide buffer (design type 3) as specified in section 3-06(d).
- d. New townhouse projects require a minimum of twenty percent (20%) dedicated as common area, exclusive of stormwater ponds and roads.
- e. Patios and screen enclosures on townhouse lots shall maintain a minimum ten-foot (10') rear yard setback.
- f. New townhouse developments shall have a perimeter setback of thirty feet (30') which shall not allow any lots or building improvements.
- g. Townhouse developments shall have a twenty foot (20') wide landscape buffer (design type 3) along all property boundaries as specified in section 3-06(d). Where townhouse developments abut a conforming single-family home or a residential district which allows a single-family use, a thirty foot (30') wide landscape buffer (design type 4) as specified in section 3-06(d).
- h. New townhouse developments shall require a minimum of twenty-five percent (25%) of the total project area dedicated as common area, such as natural preservation areas, recreational areas, dry stormwater areas, exclusive of wet stormwater ponds and roads.
- i. Where a townhome development abuts a single-family home, a residential district which allows a single-family use, or a commercially zoned area, a PVC vinyl or similar fence material acceptable to the SPRC is required.
- j. There shall be a minimum of twenty (20') feet separation between townhome buildings within the development.
- k. Townhome buildings shall not contain less than three (3) units or more than eight (8) units in any one building.
- l. All townhouse lots shall maintain a minimum ten-foot (10') rear yard setback for accessory and principal uses.

- j. Architectural standards of Article VI, Architectural Design Standards, shall apply to townhome buildings.

These standards seek to ensure compatibility with overall parcel and lot standards as follows:

Overall Parcel standards

Item b: 50' setback from townhouse building to abutting residential property line.

Item c: 30' perimeter setback to townhome lot.

Item d: 20' landscape buffer on all property lines. Landscape buffer increases to 30' when abutting a single-family home or district.

Item e: 25% common area including natural preservation and recreation areas.

Item f: Requirement of a fence where townhouses abut single-family or commercial uses.

Item g: 20' building separation.

Lot Standards

Item a: Two-car garage required.

Item h: No less than three (3) units and no more than eight (8) units in a single building.

Item i: Ten-foot (10') rear yard setback to principle buildings and accessory structures.

Item j: Compliance with architectural standards required.

CONCLUSION:

Section 1-15(d)(3) of the Land Development Code requires certain criteria must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows:

- 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.**

There has been limited new residential development within the city and few townhouse developments. While the townhouse use is permitted in the R-4, Single-Family Cluster & Townhouse Zoning District, R-5, Multifamily Medium Density Zoning District and the R-6, Multifamily Medium High Density Zoning District, the dimensional standards would not allow the development as a conditional use. The existing standard of a 6,900 square foot lot with a 60' lot minimum width is typical of a single-family house rather than a townhouse use.

Staff views these amendments as required to set reasonable minimum standards for the townhouse use. The refinement of the conditional use standards enhances setbacks and landscape buffers. It is not expected that the proposed Land Development Code amendment would 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.

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations. Townhouses are a residential housing type allowed under the Comprehensive Plan and Land Development Code. The densities proposed in the amendments are below the land use minimums and require a Planned Development to obtain additional density.

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 Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands. Environmental impacts would be reviewed as part of individual project development. Townhouse developments require platting which is reviewed by the Planning Board and City Commission.

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 Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding properties. Townhouses are currently existing allowed uses. The amendments seek to correct errors in the dimensional standards and enhances the conditional use criteria.

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 proposed Land Development Code amendment seeks to correct errors in the dimensional standards and enhances the conditional use criteria. The amendment would not have a negative impact to public facilities. Any new development would have a concurrency review as part of the site plan review process.

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 as part of the proposed amendment. The application pertains to a Land Development Code amendment. Any new development would have a traffic review as part of the site plan review process.

7. The proposed development is functional in the use of space and aesthetically acceptable.

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

8. The proposed development provides for the safety of occupants and visitors.

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

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 as part of the proposed amendment. The application pertains to a Land Development Code amendment.

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:

It is recommended that the Planning Board **APPROVE** the administrative amendments to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-17, R-4, Single-Family Cluster & Townhouse Zoning District, Section 2-18, R-5, Multifamily Medium Density Zoning District, and Section 2-19, Multifamily Medium High Density Zoning District and Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (84), to amend the dimensional standards and conditional use criteria for townhouses, as shown in Attachment 1.

Attachments:

Attachment 1: Proposed Land Development Code amendment

Attachment 1

Land Development Code amendment

Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-17, R-4, Single-Family Cluster & Townhouse Zoning District, Section 2-18, R-5, Multifamily Medium Density Zoning District, and Section 2-19, Multifamily Medium High Density Zoning District and Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (84)

(84) Townhouses.

- a. All townhouses shall provide a garage with a minimum area of eighteen feet (18') by twenty feet (20') to provide parking for two (2) vehicles.
- b. ~~A maximum driveway width of eighteen feet (18') is allowed. No townhome building shall be located within fifty feet (50') of the property line of a conforming single-family home or a residential district which allows a single-family use.~~
- c. ~~Townhouse lots abutting single family detached residential shall have a twenty foot (20') wide buffer (design type 3) as specified in section 3-06(d).~~
- d. ~~New townhouse projects require a minimum of twenty percent (20%) dedicated as common area, exclusive of stormwater ponds and roads.~~
- e. ~~Patios and screen enclosures on townhouse lots shall maintain a minimum ten foot (10') rear yard setback.~~
- c. New townhouse developments shall have a perimeter setback of thirty feet (30') which shall not allow any lots or building improvements.
- d. Townhouse developments shall have a twenty foot (20') wide landscape buffer (design type 3) along all property boundaries as specified in section 3-06(d). Where townhouse developments abut a conforming single-family home or a residential district which allows a single-family use, a thirty foot (30') wide landscape buffer (design type 4) as specified in section 3-06(d).
- e. New townhouse developments shall require a minimum of twenty-five percent (25%) of the total project area dedicated as common area, such as natural preservation areas, recreational areas, dry stormwater areas, exclusive of wet stormwater ponds and roads.
- f. Where a townhome development abuts a single-family home, a residential district which allows a single-family use, or a commercially zoned area, a PVC vinyl or similar fence material acceptable to the SPRC is required.

Note: The underlined text are additions to the original text and ~~strike through~~ are the deleted text of the amendment.

- g. There shall be a minimum of twenty (20') feet separation between townhome buildings within the development.
- h. Townhome buildings shall not contain less than three (3) units or more than eight (8) units in any one building.
- i. All townhouse lots shall maintain a minimum ten-foot (10') rear yard setback for accessory and principal uses.
- j. Architectural standards of Article VI, Architectural Design Standards, shall apply to townhome buildings.

Note: The underlined text are additions to the original text and ~~strike through~~ are the deleted text of the amendment.

Sec. 2-17. - R-4: Single-Family Cluster & Townhouse Zoning District.

A. PURPOSE: The purpose of the Single-Family Cluster & Townhouse (R-4) zoning district is to provide for a variety of dwelling units in a highly aesthetic setting. The zoning district attempts to establish an optimum living environment between indoor and outdoor living, to encourage the establishment of on-site recreation areas and open space, and cluster developments on small lots, while maintaining the maximum possible privacy for each unit through quality of design.

B. DIMENSIONAL STANDARDS

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Building Coverage	5. Maximum Impervious Lot Coverage	6. Minimum Lot Size	7. Minimum Lot Width	8. Minimum Lot Depth	9. Setbacks				
								a. Front	b. Rear	c. Side	d. Street Corner/Corner	e. Waterbody
Single-Family	5.05	30'	35%	75%	8,625	75'	115'	25'	25'	8' total 20'	20'	30'
Cluster	6.7	30'	35%	75%	6,500	65'	-	25'	25'	8' total 20'	20'	30'
Patio	6.89	30'	35%	75%	6,325	55'	115'	25'	25'	8' total 20'	20'	30'
Zero-Lot-Line	8.71	30'	35%	75%	5,000	50'	-	25'	25'	0', 20'	20'	30'
Multi-Family	8	30'	35%	75%	43,560	125'	-	25'	25'	10'	20'	30'
Duplex	8.71	30'	35%	75%	10,000	100'	-	30'	25'	20'	20'	30'
Triplex	8.7	30'	35%	75%	15,000	150'	-	30'	25'	20'	20'	30'
Townhouse	6.34	30'	35%	75%	6,900	60'	115'	25'	25'	15'	20'	30'

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Parcel Building Coverage	5. Maximum Lot Building Coverage	6. Maximum Parcel Impervious Coverage	7. Maximum Lot Impervious Coverage	8. Minimum Parcel Size in SF	9. Minimum Lot Size in SF	10. Minimum Lot Width	11. Minimum Lot Depth	12. Setbacks				
											a. Front	b. Rear	c. Side	d. Street Corner/Corner	e. Waterbody
Single-Family	5.05	30'	35%	35%	75%	75%	8,625	8,625	75'	115'	25'	25'	8' total 20'	20'	30'
Cluster	6.70	30'	35%	35%	75%	75%	6,500	6,500	65'	-	25'	25'	8' total 20'	20'	30'
Patio	6.89	30'	35%	35%	75%	75%	6,325	6,325	55'	115'	25'	25'	8' total 20'	20'	30'
Zero-Lot-Line	8.71	30'	35%	35%	75%	75%	5,000	5,000	50'	-	25'	25'	0', 20'	20'	30'
Multi-Family	8	30'	35%	35%	75%	75%	43,560	43,560	125'	-	25'	25'	10'	20'	30'
Duplex	8.71	30'	35%	35%	75%	75%	10,000	10,000	100'	-	30'	25'	20'	20'	30'
Triplex	8.7	30'	35%	35%	75%	75%	15,000	15,000	150'	-	30'	25'	20'	20'	30'
Townhouse	8	30'	35%	75%	75%	90%	43,560	2,280	24'	95'	25'	10'	0'	0' (entire building 15')	30'

C. PERMITTED USES ***no change in existing text***

D. CONDITIONAL USES ***no change in existing text***

E. SPECIAL EXCEPTION USES ***no change in existing text***

F. OTHER STANDARDS ***no change in existing text***

G. PERMITTED ACCESSORY USES: ***no change in existing text***

F. SPECIAL STANDARDS: ***no change in existing text***

Sec. 2-18. - R-5, Multifamily Medium Density Zoning District

A. PURPOSE: The purpose of the Multifamily Medium Density (R-5) Zoning District is to provide for a mixture of various residential types ranging from single-family detached homes, to low density multifamily developments designed in such manner as to be highly compatible within the site and the neighborhood through the use of open space, buffering and architectural design.

B. DIMENSIONAL STANDARDS

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Building Coverage	5. Maximum Impervious Lot Coverage	6. Minimum Lot Size	7. Minimum Lot Width	8. Minimum Lot Depth	9. Setbacks				
								a. Front	b. Rear	c. Side	d. Street Corner/Corner	e. Waterbody
Single-Family	5.05	30'	35%	75%	8,625 SF	75'	115'	25'	20'	8' total 20'	20'	30'
Cluster	6.7	30'	35%	75%	6,500 SF	65'	—	25'	20'	8' total 20'	20'	30'
Patio	6.89	30'	35%	75%	6,325 SF	55'	115'	25'	20'	8' total 20'	20'	30' Zero Lot
Zero-Lot-Line	8.71	30'	35%	75%	5,000 SF	50'	—	25'	20'	0', 20'	20'	30'
Multi-Family	12	30'	35%	75%	43,560 SF	125'	—	25'	20'	10'	20'	30'
Duplex	8.71	30'	35%	75%	10,000 SF	100'	—	30'	20'	20'	20'	30'
Townhouse	6.31	30'	35%	75%	6,900 SF	30'	115'	25'	20'	15'	20'	30'

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Parcel Building Coverage	5. Maximum Lot Building Coverage	6. Maximum Parcel Impervious Coverage	7. Maximum Lot Impervious Coverage	8. Minimum Parcel Size in SF	9. Minimum Lot Size in SF	10. Minimum Lot Width	11. Minimum Lot Depth	12. Setbacks				
											a. Front	b. Rear	c. Side	d. Street Corner/Corner	e. Waterbody
Single-Family	5.05	30'	35%	35%	75%	75%	8,625	8,625	75'	115'	25'	25'	8' total 20'	20'	30'
Cluster	6.7	30'	35%	35%	75%	75%	6,500	6,500	65'	—	25'	25'	8' total 20'	20'	30'
Patio	6.89	30'	35%	35%	75%	75%	6,325	6,325	55'	115'	25'	25'	8' total 20'	20'	30'
Zero-Lot-Line	8.71	30'	35%	35%	75%	75%	5,000	5,000	50'	—	25'	25'	0', 20'	20'	30'
Multi-Family	12	30'	35%	35%	75%	75%	43,560	43,560	125'	—	25'	25'	10'	20'	30'
Duplex	8.71	30'	35%	35%	75%	75%	10,000	10,000	100'	—	30'	25'	20'	20'	30'
Townhouse	12	30'	35%	75%	75%	90%	43,560	2,280	24'	95'	25'	10'	0'	0' (entire building 15')	30'

C. PERMITTED USES ***no change in existing text***

D. CONDITIONAL USES ***no change in existing text***

E. SPECIAL EXCEPTION USES ***no change in existing text***

F. OTHER STANDARDS ***no change in existing text***

G. PERMITTED ACCESSORY USES: ***no change in existing text***

F. SPECIAL STANDARDS: ***no change in existing text***

Sec. 2-19. - R-6, Multifamily Medium-High Density Zoning District

A. PURPOSE: The purpose of the Multifamily Medium-High (R-6) Zoning District is to provide for the development of multiple-family residential developments at medium to high densities.

B. DIMENSIONAL STANDARDS

1 _r	2 _r	3 _r	4 _r	5 _r	6 _r	7 _r	8 _r	9 _r				
Type	Density (units per acre)	Maximum Building Height	Maximum Building Coverage	Maximum Impervious Lot Coverage	Minimum Lot Size	Minimum Lot Width	Minimum Lot Depth	Setbacks				
								a _r Front	b _r Rear	c _r Side	d _r Street Corner/Corner	e _r Waterbody
Single-Family	5.05	30'	35%	75%	8,625 SF	75'	115'	25'	20'	8' total 20'	20'	30' (See Additional Waterbody Setbacks listed below)
Cluster	6.70	30'	35%	75%	6,500 SF	65'	—	25'	20'	8' total 20'	20'	
Patio	6.89	30'	35%	75%	6,325 SF	55'	115'	25'	20'	8' total 20'	20'	
Zero-Lot-Line	8.71	30'	35%	75%	5,000 SF	50'	—	25'	20'	0', 20'	20'	
Multi-Family	32	75'	35%	75%	43,560 SF	125'	—	25'	20'	10'	20'	
Duplex	8.71	30'	35%	75%	10,000 SF	100'	—	30'	20'	20'	20'	
Townhouse	6.31	30'	35%	75%	6,900 SF	60'	115'	25'	20'	15'	20'	

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Parcel Building Coverage	5. Maximum Lot Building Coverage	6. Maximum Parcel Impervious Coverage	7. Maximum Lot Impervious Coverage	8. Minimum Parcel Size in SF	9. Minimum Lot Size in SF	10. Minimum Lot Width	11. Minimum Lot Depth	12. Setbacks				e. Waterbody
											a. Front	b. Rear	c. Side	d. Street Corner/Corner	
Single-Family	5.05	30'	35%	35%	75%	75%	8,625	8,625	75'	115'	25'	25'	8' total 20'	20'	30' (See Additional Waterbody Setbacks listed below)
Cluster	6.70	30'	35%	35%	75%	75%	6,500	6,500	65'	-	25'	25'	8' total 20'	20'	
Patio	6.89	30'	35%	35%	75%	75%	6,325	6,325	55'	115'	25'	25'	8' total 20'	20'	
Zero-Lot-Line	8.71	30'	35%	35%	75%	75%	5,000	5,000	50'	-	25'	25'	0', 20'	20'	
Multi-Family	32	75'	35%	35%	75%	75%	43,560	43,560	125'	-	25'	25'	10'	20'	
Duplex	8.71	30'	35%	35%	75%	75%	10,000	10,000	100'	-	30'	25'	20'	20'	
Townhouse	12	30'	35%	75%	75%	90%	43,560	2,280	24'	95'	25'	10'	0'	0' (entire building 15')	

9.e. Additional Waterbody Setbacks: ***no change in existing text***

C. PERMITTED USES ***no change in existing text***

D. CONDITIONAL USES ***no change in existing text***

E. SPECIAL EXCEPTION USES ***no change in existing text***

F. OTHER STANDARDS ***no change in existing text***

G. PERMITTED ACCESSORY USES: ***no change in existing text***

F. SPECIAL STANDARDS: ***no change in existing text***

DRAFT

Planning Board minutes

October 13, 2022

Item: LDC amendment: Townhouses in the R-4, R-5 and R-6 zoning districts

Action: Recommended Approval (7-0)

the choice is for an aluminum fence then have one all the way around. Ms. Austin agreed that with a concrete wall it will have to be painted and pressure will have to be put on Aberdeen homeowners to paint their side of the wall any color that they want. She concluded that a masonry wall is more secure.

Mr. Jorczak asked if it would significantly impact the project if the Board table the issue for a month to give the applicants the opportunity to see how many more Aberdeen residents that are directly abutting the project, to see what the other residents feel about the issue.

Mr. Dowst explained that the target date to get the final decision by is December 20, 2022. To put the wall in requires equipment. He agreed that they will reach out to the residents and get their input prior to the City Commission. Mr. Dowst remarked that continuing the item would delay everything beyond the target date.

Board discussion ensued regarding moving the item forward as a recommendation to the City Commission. It was reiterated that City Commission has the final say so.

Mr. Scudiero inquired from the contractors what the fence option versus the masonry wall cost difference is. It was determined that the stucco masonry wall would be slightly more expensive. Mr. Thomas commented that a tree can take out a wrought-iron fence easier and quicker than a masonry wall.

Chairman Briley entertained a motion.

Mr. Thomas motioned to deny SE 2022-110: Paradise Pointe Wall Waiver, 350 Clyde Morris Boulevard, Special Exception. Mr. Jorczak seconded it. Vote was called, and the motion to deny the application was approved (6-1), with Mr. Galloway voting against it.

Chairman Briley suggested that the applicants have a neighborhood meeting before it goes to City Commission.

B. LDC 2022-106: Land Development Code amendment, Townhouses in the R-4, R-5 and R-6 zoning districts

Mr. Steven Spraker, Planning Director, explained the request for LDC 2022-106: Land Development Code (LDC) Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-17, R-4, Single-Family Cluster & Townhouse Zoning District, Section 2-18, R-5, Multifamily Medium Density Zoning District, and Section 2-19, Multifamily Medium High Density Zoning District and Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (84) to amend the dimensional standards and conditional use criteria for townhouses. Mr. Spraker explained as staff was reviewing the Stanton Grove project they realized that while townhouses are allowed in the R-4, R-5 and R-6 zoning district, the dimensional standards were such that a townhouse could not be built. Going through the LDC research of other cities were done and other standards that will enhance townhouse projects with landscape buffers and perimeter setbacks and fence requirements, as well as common area and natural preservation were developed. Parcel and lot requirements were also created. Mr. Spraker concluded that staff recommends approval and December 6, 2022 for first reading and January 2022 for second reading before the City Commission.

Chairman Briley opened it up to the Board for discussion.

Ms. Shull asked for clarification on the townhouse garage and recreation space specifications. Mr. Spraker replied that per the existing code, there were no changes to the two-car garage standards. The height of the townhouses were discussed as well as the same as before at 30' high, two-stories. Townhomes are three to eight units connected based upon the existing Land Development Code definition. Regarding recreation space, Mr. Spraker stated that the proposed amendment allows dry retention that can be planted which can be counted as open space.

Mr. Thomas inquired about the fencing requirements. Mr. Spraker replied that fencing is required next to residential. Residential next to residential currently does not require fencing so the PVC vinyl fencing is now required through this amendment.

Chairman Briley entertained a motion.

Mr. Jorczak motioned to approve LDC 2022-106: Land Development Code amendment, Townhouses in the R-4, R-5 and R-6 zoning districts. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

LDC 2022-108: Land Development Code amendment: Sections 2-50(z) Pools and 2-50 (cc) Screened porches/enclosures

Mr. Steven Spraker, Planning Director, explained the request for LDC 2022-108, an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (z) Pools and (cc) Screened porches/enclosures to: (1) amend the required rear yard setback for screen enclosures from 10' to 5.0' and amend the required side yard setback for screen enclosures from 7.5' to 5.0'. Mr. Spraker explained that the existing standards are not consistent and for a rear yard it requires edge of deck be 5.0' from the property line and edge of water 7.5'. He continued that the side yard is 5.0' edge of deck and edge of water 7.5'. The pool screen enclosure requires 10' on the rear yard, although there is a 5' relief if you are abutting a common open space or area. Mr. Spraker explained that the conflict between the two has been evident for a number of years. He added that staff is seeking policy direction if there is a desire to amend it.

Mr. Spraker explained an example of conflict when someone has a 5' edge of the deck setback and then tries and go back later to put in a pool screen enclosure which is not possible because it is 10'. The applicant may have been aware of it when the pool was permitted, or they may not have known. When the applicants come back to permit the pool screen enclosure, it then requires a variance in which some have been approved but one was not approved recently, therefore staff is seeking consistency. The LDC seeks to take the difference between the edge of deck and screen enclosure from 5' to 10' and allow a screen enclosure at 5' and on the side yard, allow 5' to match the edge of the deck. Mr. Spraker concluded that staff recommends approval.

Mr. Thomas asked what the justification would be for denying this item and keeping it the same. Mr. Spraker explained that it would be for a reason of not wanting to build a pool screened enclosure to go closer than 10' which is today's requirement.

Chairman Briley asked why the Board of Adjustment & Appeals denied their last case. Mr. Spraker replied that the pool was not existing and the property owners were

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 8.B
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2022-39	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	Land Development Code Amendment, Section 2-50, Screen Porches/Enclosures			
Budget Impact:	There is no budget impact as the result of this Land Development Code amendment.			
Summary:	This is an administrative amendment to the Land Development Code (LDC) to: (1) amend the required rear yard setback for screen enclosures from 10' to 5' and (2) amend the required side yard setback for screen enclosures from 7½' to 5'.			
Recommended Action:	It is recommended the City Commission approve the administrative amendments to the Land Development Code, Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory uses, subsections (z) Pools and (cc) Screen porches/enclosures to: (1) amend the required rear yard setback for screen enclosures from ten feet to five feet and (2) amend the required side yard setback for screen enclosures from seven and one-half feet to five feet as detailed in the attached Ordinance. The Planning Board recommended approval of the Land Development Code amendment by a 7-0 vote.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval: Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager 12/8/2022 12/8/2022  				

Joyce Shanahan, City Manager

12/19/2022





CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: January 10, 2023
Subject: Land Development Code Amendment, Section 2-50, Screen Porches/Enclosures

Commission Goal: Community Development - Other

Introduction

This is an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory uses, subsections (z) Pools and (cc) Screen porches/enclosures to: (1) amend the required rear yard setback for screen enclosures from ten feet (10') to five feet (5') and (2) amend the required side yard setback for screen enclosures from seven and one-half feet (7½') to five feet (5').

Background

The Land Development Code regulations regarding pools and screen enclosures has been an issue for a number of years. The key issue is:

1. A pool with no enclosure is allowed to have the edge of the deck setback of five feet (5') to the rear and side property lines with the edge of the water for the pool required to be seven and one-half feet (7½').
2. A pool with a screen enclosure is required to have a rear yard setback of ten feet (10') and a side yard setback of seven and one-half feet (7½').

Past Land Development Code amendments have sought to resolve some conflicts with this issue by allowing existing screen enclosures to be replaced, even if the screen enclosure is in the setback, and to allow a reduction of the rear yard setback to five feet (5') if the property abuts a common or conservation area. However, the differing standards have led to variance applications and property owners frustrated by not being able to enclose their existing pool primarily because of a greater setback of ten feet (10') along the rear yard.

Discussion

The purpose of this Land Development Code amendment is to seek policy direction on screen enclosures to either (1) maintain the existing regulations or (2) amend the regulations for screen enclosures to align with the setbacks with no screen enclosures. Staff reviewed the pool screen enclosure setbacks in other jurisdictions and they are shown below:

- Daytona Beach, three feet (3')
- Holly Hill, five feet (5')
- South Daytona, five feet (5')
- Port Orange, five feet (5')
- Volusia County, five feet (5')
- DeLand, five feet (5')

PLANNING BOARD REVIEW

The Planning Board reviewed the Land Development Code amendment at the October 13, 2022 meeting and recommended approval by a 7-0 vote. There were two residents who spoke in favor of the request and detailed their issues with the screen enclosure setbacks. The Planning Board minutes are attached to this item.

Budget Impact

There is no budget impact as the result of this Land Development Code amendment.

Citizen Impact

There is no citizen impact anticipated with this Land Development Code amendment. The application seeks to align the setbacks for a pool without a screen enclosure and a pool with a screen enclosure.

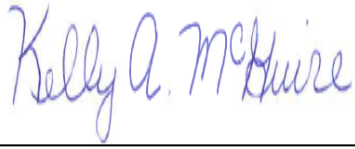
Recommendation

It is recommended the City Commission approve the administrative amendments to the Land Development Code, Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory uses, subsections (z) Pools and (cc) Screen porches/enclosures to: (1) amend the required rear yard setback for screen enclosures from ten feet to five feet and (2) amend the required side yard setback for screen enclosures from seven and one-half feet to five feet as detailed in the attached Ordinance. The Planning Board recommended approval of the Land Development Code amendment by a 7-0 vote.

Attachments:

1. 22-39 Planning - LDC Amendment, Screen Porch-Enclosures (P22-0186G)
2. 10.13.2022, LDC Amendment, Section 2-50, Screen enclosures
3. Draft Planning Board minutes, LDC Amendment, Screen Enclosure - 10.13.2022

Approvals:



Kelly McGuire, Finance Director

Date: December 08, 2022



Claire Whitley, Assistant City Manager

Date: December 08, 2022



Joyce Shanahan, City Manager

Date: December 19, 2022

ORDINANCE NO. 2022-39

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTIONS (Z) POOLS, AND (CC) SCREEN PORCHES/ENCLOSURES, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE REQUIRED REAR YARD SETBACK FOR SCREEN ENCLOSURES FROM TEN FEET TO FIVE FEET, AND BY AMENDING THE REQUIRED SIDE YARD SETBACK FOR SCREEN ENCLOSURES FROM SEVEN AND ONE-HALF FEET TO FIVE FEET; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory uses, subsections (z) Pools, and (cc) Screen porches/enclosures, of the City of Ormond Beach *Land Development Code*, to amend the required rear yard setback for screen enclosures from ten feet (10') to five feet (5'), and to amend the required side yard setback for screen enclosures from seven and one-half feet (7½') to five feet (5').

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on October 13, 2022, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendments to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Subsection (z) Pools, of Section 2-50, Accessory uses, of Article III, General Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code*, is hereby amended as follows:

- (z) *Pools*. In addition to the requirements of this article, swimming pools, whether public or private, shall comply with chapter 3, articles I and II of this Land Development Code, the state building code, all applicable regulations of the state department of health and other state agencies, and to the following:
 - (1) *Setbacks*. No pool or screen enclosure shall be permitted to encroach into any platted easement.
 - a. *Front yard*. Swimming pools or appurtenances thereto shall be prohibited in any required principal front yard building setback.
 - b. *Side corner yard*. Swimming pools or appurtenances thereto shall be prohibited in any required side yard building setback.
 - c. *Rear yard*.
 - 1. No screen enclosure. The edge of water for swimming pools with no screen enclosure shall not be closer than seven and one-half feet (7½') from the rear property line. The edge of deck for swimming pools with no screen enclosure shall not be closer than five feet (5') from rear property line.
 - 2. Screen enclosure. Screen enclosures for pools shall not be closer than ~~ten five feet (10')~~ (5') from the rear property line. ~~Screen pool enclosures shall be located no closer than five feet (5') from the rear property line of a single family residence in situations where the rear yard abuts a dedicated open space in private ownership, a conservation easement held in private ownership or common area~~

~~owned by a homeowners' association measuring a distance of at least ten feet (10') from the closest point to the rear property line.~~

d. *Interior side yard.*

1. The edge of water for swimming pools with no screen enclosure shall not be closer than seven and one-half feet (7½') from the required interior side yard property line. The edge of deck for swimming pools with no screen enclosure shall not be closer than five feet (5') from the required interior side yard property line.
2. Screen pool enclosures shall be located no closer than ~~seven and one-half feet (7½')~~ five feet (5') from the required interior side yard property line.

(2) – (4) ***No change to existing text***.

SECTION TWO. Subsection (cc) Screen porches/enclosures, of Section 2-50, Accessory uses, of Article III, General Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code*, is hereby amended as follows:

(cc) *Screen porches/enclosures.*

~~(1) *Location.* In all residential districts, screen enclosures (e.g., entirely enclosed with screening) may be located to within ten feet (10') of the rear lot line; provided, however, side yard setbacks for screen enclosures shall be the same as for the principal building and provided further that no screen enclosure shall be permitted to encroach into any easement, dedicated space or right of way, or into any required waterfront or oceanfront yard or other shoreline setback provided under chapter 3, article II of this Land Development Code. Screen pool enclosures shall be located no closer than five feet (5') from the rear property line of a single family residence in situations where the rear yard abuts a dedicated open space in private ownership, a conservation easement held in private ownership or common area owned by a homeowners' association measuring a distance of a least ten feet (10') from the closest point to the rear property line.~~

(1) Location, all residential districts. No screen enclosure shall be permitted to encroach into any platted easement. Screen enclosures (e.g., entirely enclosed with screening) shall be located as follows:

- a. Front yard. Screen enclosures shall be prohibited in any required principal front yard building setback.
- b. Side corner yard. Screen enclosures shall be prohibited in any required principal side corner building setback.
- c. Rear yard. Screen enclosures shall not be closer than five feet (5') from the rear property line.
- d. Side yard. Screen enclosures shall be located no closer than five feet (5') from the required interior side yard property line.

(2) – (4) ***No change to existing text***.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION FIVE. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 6th day of December, 2022.

PASSED UPON at the second and final reading of the City Commission, this 10th
day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: October 13, 2022

SUBJECT: LDC amendment: Sections 2-50(z) Pools and 2-50(cc) Screen porches/enclosures, rear and side yard setbacks

APPLICANT: Administrative

NUMBER: LDC 2022-108

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory uses, subsections (z) Pools and (cc) Screen porches/enclosures to: (1) amend the required rear yard setback for screen enclosures from ten feet (10') to five feet (5') and (2) amend the required side yard setback for screen enclosures from seven and one-half feet (7½') to five feet (5').

BACKGROUND: The Land Development Code regulations regarding pools and screen enclosures has been an issue for a number of years. The key issue is:

1. A pool with no enclosure is allowed to have the edge of the deck setback of five feet (5') to the rear and side property lines with the edge of the water for the pool required to be seven and one-half feet (7½').
2. A pool with a screen enclosure is required to have a rear yard setback of ten feet (10') and a side yard setback of seven and one-half feet (7½').

Past Land Development Code amendments have sought to resolve some conflicts with this issue by allowing existing screen enclosures to be replaced, even if the screen enclosure is in the setback, and to allow a reduction of the rear yard setback to five feet (5') if the property abuts a common or conversation area. However, the differing standards have led to variance applications and property owners frustrated by not being able to enclose their existing pool primarily because of a greater setback of ten feet (10') along the rear yard.

ANALYSIS: The purpose of this Land Development Code amendment is to seek policy direction on screen enclosures to either (1) maintain the existing regulations or (2) amend the regulations for screen enclosures to align with the setbacks with no screen enclosures. The proposed Land Development Code amendment is shown below. The underlined text are additions to the original text and ~~strike through~~ are the deleted text of the amendment.

Section 2-50, Accessory uses, subsection (z) Pools of the Land Development Code:

(z) *Pools.* In addition to the requirements of this article, swimming pools, whether public or private, shall comply with chapter 3, articles I and II of this Land Development Code, the state building code, all applicable regulations of the state department of health and other state agencies, and to the following:

(1) *Setbacks.* No pool or screen enclosure shall be permitted to encroach into any platted easement.

a. *Front yard.* Swimming pools or appurtenances thereto shall be prohibited in any required principal front yard building setback.

b. *Side corner yard.* Swimming pools or appurtenances thereto shall be prohibited in any required side yard building setback.

c. *Rear yard.*

1. No screen enclosure. The edge of water for swimming pools with no screen enclosure shall not be closer than seven and one-half feet (7½') from the rear property line. The edge of the deck for swimming pools with no screen enclosure shall not be closer than five feet (5') from rear property line.

2. Screen enclosure. Screen enclosures for pools shall not be closer than ~~ten~~ five feet ~~(10')~~ (5') from the rear property line. ~~Screen pool enclosures shall be located no closer than five feet (5') from the rear property line of a single-family residence in situations where the rear yard abuts a dedicated open space in private ownership, a conservation easement held in private ownership or common area owned by a homeowners' association measuring a distance of at least ten feet (10') from the closest point to the rear property line.~~

d. *Interior side yard.*

1. The edge of water for swimming pools with no screen enclosure shall not be closer than seven and one-half feet (7½') from the required interior side yard property line. The edge of the deck for swimming pools with no screen enclosure shall not be closer than five feet (5') from the required interior side yard property line.

2. Screen pool enclosures shall be located no closer than ~~seven and one-half feet (7½')~~ five feet (5') from the required interior side yard property line.

(2) *Location in relationship to the principal structure.* ***No change to existing text***.

(3) *Waterfront lots.* ***No change to existing text***.

(4) *Oceanfront lots.* ***No change to existing text***.

(5) *Existing nonconforming screen enclosures.* ***No change to existing text***.

Section 2-50, Accessory uses, subsection (cc) Screen porches/enclosures of the Land Development Code:

(cc) *Screen porches/enclosures.*

~~(1) *Location.* In all residential districts, screen enclosures (e.g., entirely enclosed with screening) may be located to within ten feet (10') of the rear lot line; provided, however, side yard setbacks for screen enclosures shall be the same as for the principal building and provided further that no screen enclosure shall be permitted to encroach into any easement, dedicated space or right of way, or into any required waterfront or oceanfront yard or other shoreline setback provided under chapter 3, article II of this Land Development Code. Screen pool enclosures shall be located no closer than five feet (5') from the rear property line of a single family residence in situations where the rear yard abuts a dedicated open space in private ownership, a conservation easement held in private ownership or common area owned by a homeowners' association measuring a distance of a least ten feet (10') from the closest point to the rear property line.~~

(1) Location, all residential districts. No screen enclosure shall be permitted to encroach into any platted easement. Screen enclosures (e.g., entirely enclosed with screening) shall be located as follows:

- a. Front yard. Screen enclosures shall be prohibited in any required principal front yard building setback.
- b. Side corner yard. Screen enclosures shall be prohibited in any required principal side corner building setback.
- c. Rear yard. Screen enclosures shall not be closer than five feet (5') from the rear property line.
- d. Side yard. Screen enclosures shall be located no closer than five feet (5') from the required interior side yard property line.

(2) *Townhouse/multifamily. ***No change to existing text***.*

(3) *Existing developments. ***No change to existing text***.*

(4) *Existing nonconforming screen enclosures. ***No change to existing text***.*

The purpose of the amendment is to allow the same rear and side yard setbacks for pools without a screen enclosure and pools with a screen enclosure.

CONCLUSION:

Section 1-15(e) of the Land Development Code requires certain criteria must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows:

- 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 amendment seeks to modify the regulations for screen enclosures to align with the setbacks with no screen enclosures. The key item to consider is the

allowance of the screen enclosure at a five-foot (5') setback versus ten feet (10') in the rear yard and seven and one-half feet (7½') in the side yard. Staff reviewed the pool screen enclosure setbacks in other jurisdictions and they are shown below:

- Daytona Beach, three feet (3');
- Holly Hill, five feet (5');
- South Daytona, five feet (5');
- Port Orange, five feet (5');
- Volusia County, five feet (5'); and
- DeLand, five feet (5')

The increased setbacks for pool enclosures have created a number of issues and frustration with property owners. It is not expected that the proposed Land Development Code amendment would 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.

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

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 Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands. Each pool or screen enclosure permit is reviewed individually and they are not permitted to be within any platted easement, including natural or vegetative easements.

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 Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding 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.

The proposed Land Development Code amendment seeks to modify the regulations for screen enclosures to align with the setbacks with no screen enclosures. The amendment would not have a negative impact to public facilities.

- 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 as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 8. The proposed development provides for the safety of occupants and visitors.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 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 as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 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:

It is recommended that the Planning Board **APPROVE** the amendments to the Land Development Code, Land Development Code (LDC), Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory uses, subsections (z) Pools and (cc) Screen porches/enclosures to: (1) amend the required rear yard setback for screen enclosures from ten feet (10') to five feet (5') and (2) amend the required side yard setback for screen enclosures from seven and one-half feet (7½') to five feet (5'), as shown in Attachment 1.

Attachments:

Attachment 1: Proposed Land Development Code amendment

Attachment 1

Land Development Code amendment Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory uses, subsections (z) Pools and (cc) Screen porches/enclosures amendment

- (z) *Pools*. In addition to the requirements of this article, swimming pools, whether public or private, shall comply with chapter 3, articles I and II of this Land Development Code, the state building code, all applicable regulations of the state department of health and other state agencies, and to the following:
- (1) *Setbacks*. No pool or screen enclosure shall be permitted to encroach into any platted easement.
- a. *Front yard*. Swimming pools or appurtenances thereto shall be prohibited in any required principal front yard building setback.
 - b. *Side corner yard*. Swimming pools or appurtenances thereto shall be prohibited in any required side yard building setback.
 - c. *Rear yard*.
 - 1. No screen enclosure. The edge of water for swimming pools with no screen enclosure shall not be closer than seven and one-half feet (7½') from the rear property line. The edge of deck for swimming pools with no screen enclosure shall not be closer than five feet (5') from rear property line.
 - 2. Screen enclosure. Screen enclosures for pools shall not be closer than ten five feet (10') (5') from the rear property line. ~~Screen pool enclosures shall be located no closer than five feet (5') from the rear property line of a single-family residence in situations where the rear yard abuts a dedicated open space in private ownership, a conservation easement held in private ownership or common area owned by a homeowners' association measuring a distance of at least ten feet (10') from the closest point to the rear property line.~~
 - d. *Interior side yard*.
 - 1. The edge of water for swimming pools with no screen enclosure shall not be closer than seven and one-half feet (7½') from the required interior side yard property line. The edge of deck for swimming pools with no screen enclosure shall not be closer than five feet (5') from the required interior side yard property line.
 - 2. Screen pool enclosures shall be located no closer than ~~seven and one-half feet (7½')~~ five feet (5') from the required interior side yard property line.

Note: The underlined text are additions to the original text and ~~strike-through~~ are the deleted text of the amendment.

- (2) *Location in relationship to the principal structure. ***No change to existing text***.*
- (3) *Waterfront lots. ***No change to existing text***.*
- (4) *Oceanfront lots. ***No change to existing text***.*
- (5) *Existing nonconforming screen enclosures. ***No change to existing text***.*

(cc) *Screen porches/enclosures.*

~~(1) *Location.* In all residential districts, screen enclosures (e.g., entirely enclosed with screening) may be located to within ten feet (10') of the rear lot line; provided, however, side yard setbacks for screen enclosures shall be the same as for the principal building and provided further that no screen enclosure shall be permitted to encroach into any easement, dedicated space or right-of-way, or into any required waterfront or oceanfront yard or other shoreline setback provided under chapter 3, article II of this Land Development Code. Screen pool enclosures shall be located no closer than five feet (5') from the rear property line of a single-family residence in situations where the rear yard abuts a dedicated open space in private ownership, a conservation easement held in private ownership or common area owned by a homeowners' association measuring a distance of at least ten feet (10') from the closest point to the rear property line.~~

(1) *Location, all residential districts. No screen enclosure shall be permitted to encroach into any platted easement. Screen enclosures (e.g., entirely enclosed with screening) shall be located as follows:*

- a. *Front yard. Screen enclosures shall be prohibited in any required principal front yard building setback.*
- b. *Side corner yard. Screen enclosures shall be prohibited in any required principal side corner building setback.*
- c. *Rear yard. Screen enclosures shall not be closer than five feet (5') from the rear property line.*
- d. *Side yard. Screen enclosures shall be located no closer than five feet (5') from the required interior side yard property line.*

- (2) *Townhouse/multifamily. ***No change to existing text***.*
- (3) *Existing developments. ***No change to existing text***.*
- (4) *Existing nonconforming screen enclosures. ***No change to existing text***.*

Note: The underlined text are additions to the original text and ~~strike-through~~ are the deleted text of the amendment.

DRAFT

Planning Board minutes

October 13, 2022

**Item: LDC amendment: Sections 2-50(z) Pools and 2-50(cc)
Screen porches/enclosures, rear and side yard setbacks**

Action: Recommended Approval (7-0)

Ms. Shull asked for clarification on the townhouse garage and recreation space specifications. Mr. Spraker replied that per the existing code, there were no changes to the two-car garage standards. The height of the townhouses were discussed as well as the same as before at 30' high, two-stories. Townhomes are three to eight units connected based upon the existing Land Development Code definition. Regarding recreation space, Mr. Spraker stated that the proposed amendment allows dry retention that can be planted which can be counted as open space.

Mr. Thomas inquired about the fencing requirements. Mr. Spraker replied that fencing is required next to residential. Residential next to residential currently does not require fencing so the PVC vinyl fencing is now required through this amendment.

Chairman Briley entertained a motion.

Mr. Jorczak motioned to approve LDC 2022-106: Land Development Code amendment, Townhouses in the R-4, R-5 and R-6 zoning districts. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

LDC 2022-108: Land Development Code amendment: Sections 2-50(z) Pools and 2-50 (cc) Screened porches/enclosures

Mr. Steven Spraker, Planning Director, explained the request for LDC 2022-108, an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (z) Pools and (cc) Screened porches/enclosures to: (1) amend the required rear yard setback for screen enclosures from 10' to 5.0' and amend the required side yard setback for screen enclosures from 7.5' to 5.0'. Mr. Spraker explained that the existing standards are not consistent and for a rear yard it requires edge of deck be 5.0' from the property line and edge of water 7.5'. He continued that the side yard is 5.0' edge of deck and edge of water 7.5'. The pool screen enclosure requires 10' on the rear yard, although there is a 5' relief if you are abutting a common open space or area. Mr. Spraker explained that the conflict between the two has been evident for a number of years. He added that staff is seeking policy direction if there is a desire to amend it.

Mr. Spraker explained an example of conflict when someone has a 5' edge of the deck setback and then tries and go back later to put in a pool screen enclosure which is not possible because it is 10'. The applicant may have been aware of it when the pool was permitted, or they may not have known. When the applicants come back to permit the pool screen enclosure, it then requires a variance in which some have been approved but one was not approved recently, therefore staff is seeking consistency. The LDC seeks to take the difference between the edge of deck and screen enclosure from 5' to 10' and allow a screen enclosure at 5' and on the side yard, allow 5' to match the edge of the deck. Mr. Spraker concluded that staff recommends approval.

Mr. Thomas asked what the justification would be for denying this item and keeping it the same. Mr. Spraker explained that it would be for a reason of not wanting to build a pool screened enclosure to go closer than 10' which is today's requirement.

Chairman Briley asked why the Board of Adjustment & Appeals denied their last case. Mr. Spraker replied that the pool was not existing and the property owners were

trying to permit both the pool and the pool screened enclosure that did not meet setbacks at the same time.

Board discussion ensued on the topic.

Ms. Shull asked if pools are allowed in the front or side yards. Mr. Spraker replied that pools are not allowed in the front yard setback. The typical front yard setback is 25' and accessory uses are encouraged in the rear and side yards.

Mr. Galloway inquired if the amendment affects other screened enclosures such as gazebo-type structures. Mr. Spraker answered that a gazebo has a 7.5' setback if it is under 150 square feet.

Chairman Briley opened the public hearing.

Audience Comments

Mr. Jason and Ms. Crystal Seeman, 54 Herringbone Way, stated that they support the amendment to the LDC and believe that the City of Ormond Beach should be aligned and consistent with other communities such as Daytona Beach, Holly Hill, DeLand and Orlando. Mr. Seeman continued that there should be consistency amongst decision making by the city itself in regards to the residents requests. He advised that they went through the same request and see that the vast majority of these types of requests were approved but they themselves were denied. Mr. Seeman added that the explanation that they were provided by the board members that voted to deny it, had to do with the structural integrity of the house. Ms. Seeman explained that in the original pool plans it detailed their very long and narrow backyard. The pool was designed to be 9', 3" across but in order to fit within the code of "no hardships or peculiarities", they had been only able to have it designed to be 6.5' across the pool and Mr. Seeman is 6', 3". Mr. Seeman stated that in their neighborhood they have a 0 lot line and have an interior odd-shaped lot. They explained that they had support from their surrounding neighbors as well and see this issue coming up a lot more.

Ms. Tolland stated that a lot of the newer houses being built have smaller lot lines and agrees that the city needs to be consistent. She commented that it does not make sense to have to go through the variances all of the time. Anytime we can let staff make some decisions without having residents go through all of this, she stated and concluded that she will be all for it.

Mr. Galloway expressed his satisfaction of residents such as the Seemans come forward with their story and being able to help a situation such as theirs. He stated that the Board is there to help citizens and that he will vote in favor of the amendment.

Mr. Jorczak stated that he concurs with Mr. Galloway and how much sense it makes to get it standardized. He continued that the homeowner should be given the ability to maximize what they can do with their property. Mr. Jorczak concluded that he will be voting for the amendment.

Mr. Thomas concurred with the Board.

Ms. Shull expressed her satisfaction with the Seemans coming up before the Board to express their issue.

Ms. Tolland concurred with the Board.

Mr. Scudiero also agreed with the Board.

Chairman Briley concurred and entertained a motion.

Ms. Tolland motioned to approve LDC 2022-108: Land Development Code amendment: Sections 2-50(z) Pools and 2-50 (cc) Screened porches/enclosures. Mr. Galloway seconded it. Vote was called, and the motion was approved (7-0).

C. LDC 2022-109: Land Development Code amendment: Section 1-14, Variance expiration

Ms. Becky Weed, Senior Planner, explained the request for LDC 2022-109, an administrative amendment to the Land Development Code (LDC) Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14(3), Expiration of a development order to amend the expiration date of a variance from one year to two years. Ms. Weed stated that the LDC only allows for the development order for variances to exist for the one year and staff is interested in changing it to two years because of the number of residents coming in explaining that with the cost of materials and labor they are not able to get their projects going and their development orders are expiring requiring staff to do them again. Staff recommends approval.

Mr. Galloway commented that COVID put everything two years behind.

Chairman Briley opened it up to the Board and entertained a motion.

Ms. Tolland motioned to approve LDC 2022-109: Land Development Code amendment: Section 1-14, Variance expiration. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

D. LDC 2022-112: Land Development Code amendment: Section 2-84, Municipal Service Area

Ms. Becky Weed, Senior Planner, explained the request for LDC 2022-112, is an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article VII, North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Division 2, Sec. 2-84(a) to add the Book and Page numbers for the second amended ISBA. Ms. Weed stated that the second amended North US1 Interlocal Service Boundary Agreement (ISBA) related to the expansion of the Municipal Service Area was adopted by the City Commission on December 7, 2021 and recorded on March 20, 2022. She added that it is a housekeeping matter to add the book and page numbers and the effective date to Section 2-84(a) of the Land Development Code (LDC). Ms. Weed concluded that staff recommends that the Planning Board approve the proposed amendment. It is anticipated that the proposed amendment will go before the City Commission on December 6, 2022 for first reading and the next available City Commission meeting for the second reading.

Chairman Briley opened it up to the Board and entertained a motion.

Ms. Shull motioned to approve LDC 2022-112: Land Development Code amendment: Section 2-84, Municipal Service Area. Mr. Jorczak seconded it. Vote was called, and the motion was approved (7-0).

VIII. OTHER BUSINESS

None.

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 8.C
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2022-40	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	Land Development Code Amendment, Section 1-14, Variance Expiration			
Budget Impact:	There is no budget impact as the result of this Land Development Code amendment.			
Summary:	This is an administrative amendment to the Land Development Code (LDC) to amend the expiration date of a variance from one (1) year to two (2) years.			
Recommended Action:	It is recommended the City Commission approve the administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14(3), Expiration of a development order to amend the expiration date of a variance from one (1) year to two (2) years, as shown in the attached Ordinance. The Planning Board recommended approval of the Land Development Code amendment by a 7-0 vote.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		12/8/2022		
Claire Whitley, Assistant City Manager		12/14/2022		
Joyce Shanahan, City Manager		12/14/2022		



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: January 10, 2023
Subject: Land Development Code Amendment, Section 1-14, Variance Expiration
Commission Goal: Community Development - Other

Introduction

This is an administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14(3), Expiration of a development order to amend the expiration date of a variance from one (1) year to two (2) years.

Background

Variances have an expiration of one year from the date of approval. Staff has noted over the last two years that applicants have experienced a harder time beginning their projects within a year. Construction projects have experienced delays with design professionals, contractor availability and obtaining materials. The purpose of this amendment is to change the expiration of a variance from one year to two years.

Discussion

PLANNING BOARD REVIEW

The Planning Board reviewed the Land Development Code amendment at the October 13, 2022 meeting and recommended approval by a 7-0 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 Land Development Code amendment.

Citizen Impact

There is no citizen impact anticipated with this Land Development Code amendment.

The additional timeframe for expiration would allow property owners additional time to complete their building permit improvements.

Recommendation

It is recommended the City Commission approve the administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14(3), Expiration of a development order to amend the expiration date of a variance from one (1) year to two (2) years, as shown in the attached Ordinance. The Planning Board recommended approval of the Land Development Code amendment by a 7-0 vote.

Attachments:

1. 22-40 Planning - LDC Amendment, Variance Expiration (P22-0187G)
2. 10.13.2022, LDC Amendment, Section 1-14, Variance expiration
3. Draft Planning Board minutes, LDC Amendment, Variance Expiration - 10.13.2022

Approvals:



Kelly McGuire, Finance Director

Date: December 08, 2022



Claire Whitley, Assistant City Manager

Date: December 14, 2022



Joyce Shanahan, City Manager

Date: December 14, 2022

ORDINANCE NO. 2022-40

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, SECTION 1-14, DEVELOPMENT ORDERS AND BUILDING PERMITS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE EXPIRATION OF VARIANCES FROM ONE YEAR TO TWO YEARS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14, Development orders and building permits, of the City of Ormond Beach *Land Development Code*, to amend the expiration of variances from one (1) year to two (2) years, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on October 13, 2022, on the requested amendment and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 1-14, Development orders and building permits, of Article II, Administration and Enforcement, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code*, is hereby amended as follows:

Sec. 1-14. Development orders and building permits.

Prior to the commencement of any development activity, the city shall have issued an approved development order and building permit. A development order shall be issued only in conjunction with the approval of either a final site plan or subdivision plat wherein the applicant will install all improvements prior to final approval and acceptance of the site plan or subdivision. If the applicant does not intend to install improvements as required by the approved development order and permit prior to final subdivision plat approval, then the development order shall be issued only in conjunction with the approval and recording of the final subdivision plat. An approved development order allows for the issuance of building permits for the initiation of development activities, including land clearing, site preparation, utility construction, road construction and building construction.

(1) – (2) ***No change in existing text***

(3) *Expiration of a development order.*

- a. *Expiration date.* All development orders shall have an expiration date clearly noted, after which time the development order shall expire if no building permit has been issued. Expiration dates shall be as follows:

<i>Development of regional impact</i>	<i>Established with development order</i>
Planned development	3 years or as established in the development order, including any phasing. Expiration dates shall not exceed 10 years from the approval date.
Preliminary plat	2 years, for phased development, the expiration date shall be established in the development order.
Rezoning (not planned development)	None
Site inspection (SPRC) engineering permit	1 year
Site plan	2 years
Special exceptions	2 years
Variances	1 <u>2</u> years

- b. *Planned development. ***No change in existing text****
 - c. *Special exceptions. ***No change in existing text****
 - d. *Site inspection (SPRC) engineering permit. ***No change in existing text****
- (4) – (7) ****No change in existing text****

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION FOUR. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 6th day of December, 2022.

PASSED UPON at the second and final reading of the City Commission, this 10th
day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: October 13, 2022

SUBJECT: LDC amendment: Section 1-14, Variance expiration

APPLICANT: Administrative

NUMBER: LDC 2022-109

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is an administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14(3), Expiration of a development order to amend the expiration date of a variance from one (1) year to two (2) years.

BACKGROUND: Variances have an expiration of one year from the date of approval. Staff has noted over the last two years that applicants have experienced a harder time beginning their projects within a year. Construction projects have experienced delays with (1) design professionals, (2) contractor availability, and obtaining materials. The purpose of this amendment is to change the expiration of a variance from one (1) year to two (2) years.

ANALYSIS: The proposed Land Development Code amendment is shown below. The underlined text are additions to the original text and ~~strike through~~ are the deleted text of the amendment.

- (1) *Development order contents. ***No change in existing text****
- (2) *General conditions. ***No change in existing text****
- (3) *Expiration of a development order.*
 - a. *Expiration date.* All development orders shall have an expiration date clearly noted, after which time the development order shall expire if no building permit has been issued. Expiration dates shall be as follows:

<i>Development of regional impact</i>	<i>Established with development order</i>
Planned development	3 years or as established in the development order, including any phasing. Expiration dates shall not exceed 10 years from the approval date.
Preliminary plat	2 years, for phased development, the expiration date shall be established in the development order.
Rezoning (not planned development)	None
Site inspection (SPRC) engineering permit	1 year
Site plan	2 years
Special exceptions	2 years
Variances	1 <u>2</u> years

- b. *Planned development.* The following shall apply to planned developments:
 - 1. If construction has not begun or a final plat recorded consistent with the expiration date contained in the development order, it shall lapse and be of no further effect. Before the development order permit can be reestablished, a new development order shall be reviewed and approved by the city commission.
 - 2. Whenever a use of land or building which has been processed as a planned development is abandoned for a period of two (2) years, the permit shall be void and a notice of final plan revocation filed. Before the development order can be reestablished, a new development order shall be reviewed and approved by the planning board and the city commission.
 - 3. If the final plan approval lapses under the provisions of this section, the city commission shall file a notice of final plan revocation.
 - c. *Special exceptions.* Where a use that has been established under a special exception is abandoned for a period of six (6) months, a business tax receipt for a new use, subject to special exception requirements, cannot be issued until a new special exception is obtained.
 - d. *Site inspection (SPRC) engineering permit.* Where a project fails to complete a site inspection every six (6) months, the site inspection (SPRC) engineering permit shall expire.
- (4) *Extension of expiration date.* ***No change in existing text***
 - (5) *Modification of a development order.* ***No change in existing text***
 - (6) *Building permits.* ***No change in existing text***
 - (7) *Administrative variance.* ***No change in existing text***

CONCLUSION: Section 1-15(d)(3) of the Land Development Code requires certain criteria must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows:

- 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 amendment seeks to modify to expiration timeframe for variance approvals. It is not expected that the proposed Land Development Code amendment would 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.**

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

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 Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands.

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 Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding 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.**

The proposed Land Development Code amendment seeks to modify to expiration timeframe for variance approvals. The amendment would not have a negative impact to public facilities.

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 as part of the proposed amendment. The application pertains to a Land Development Code amendment.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

8. **The proposed development provides for the safety of occupants and visitors.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

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 as part of the proposed amendment. The application pertains to a Land Development Code amendment.

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:

It is recommended that the Planning Board **APPROVE** the administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14(3), Expiration of a development order to amend the expiration date of a variance from one (1) year to two (2) years, as shown in Attachment 1.

Attachments:

Attachment 1: Proposed Land Development Code amendment

Attachment 1

Land Development Code amendment Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14(3), Expiration of a development order

Sec. 1-14. Development orders and building permits.

Prior to the commencement of any development activity, the city shall have issued an approved development order and building permit. A development order shall be issued only in conjunction with the approval of either a final site plan or subdivision plat wherein the applicant will install all improvements prior to final approval and acceptance of the site plan or subdivision. If the applicant does not intend to install improvements as required by the approved development order and permit prior to final subdivision plat approval, then the development order shall be issued only in conjunction with the approval and recording of the final subdivision plat. An approved development order allows for the issuance of building permits for the initiation of development activities, including land clearing, site preparation, utility construction, road construction and building construction.

(1) *Development order contents.* ***No change in existing text***

(2) *General conditions.* ***No change in existing text***

(3) *Expiration of a development order.*

- a. *Expiration date.* All development orders shall have an expiration date clearly noted, after which time the development order shall expire if no building permit has been issued. Expiration dates shall be as follows:

<i>Development of regional impact</i>	<i>Established with development order</i>
Planned development	3 years or as established in the development order, including any phasing. Expiration dates shall not exceed 10 years from the approval date.
Preliminary plat	2 years, for phased development, the expiration date shall be established in the development order.
Rezoning (not planned development)	None
Site inspection (SPRC) engineering permit	1 year
Site plan	2 years
Special exceptions	2 years
Variances	<u>1</u> <u>2</u> years

- b. *Planned development.* The following shall apply to planned developments:

1. If construction has not begun or a final plat recorded consistent with the expiration date contained in the development order, it shall lapse and be of no further effect. Before the development order permit can be reestablished, a

Note: The underlined text are additions to the original text and ~~strike-through~~ are the deleted text of the amendment.

new development order shall be reviewed and approved by the city commission.

2. Whenever a use of land or building which has been processed as a planned development is abandoned for a period of two (2) years, the permit shall be void and a notice of final plan revocation filed. Before the development order can be reestablished, a new development order shall be reviewed and approved by the planning board and the city commission.
 3. If the final plan approval lapses under the provisions of this section, the city commission shall file a notice of final plan revocation.
 - c. *Special exceptions.* Where a use that has been established under a special exception is abandoned for a period of six (6) months, a business tax receipt for a new use, subject to special exception requirements, cannot be issued until a new special exception is obtained.
 - d. *Site inspection (SPRC) engineering permit.* Where a project fails to complete a site inspection every six (6) months, the site inspection (SPRC) engineering permit shall expire.
- (4) *Extension of expiration date.* ***No change in existing text***
 - (5) *Modification of a development order.* ***No change in existing text***
 - (6) *Building permits.* ***No change in existing text***
 - (7) *Administrative variance.* ***No change in existing text***

Note: The underlined text are additions to the original text and ~~strike through~~ are the deleted text of the amendment.

DRAFT

Planning Board minutes

October 13, 2022

Item: LDC amendment: Section 1-14, Variance expiration

Action: Recommended Approval (7-0)

Ms. Tolland motioned to approve LDC 2022-108: Land Development Code amendment: Sections 2-50(z) Pools and 2-50 (cc) Screened porches/enclosures. Mr. Galloway seconded it. Vote was called, and the motion was approved (7-0).

C. LDC 2022-109: Land Development Code amendment: Section 1-14, Variance expiration

Ms. Becky Weed, Senior Planner, explained the request for LDC 2022-109, an administrative amendment to the Land Development Code (LDC) Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14(3), Expiration of a development order to amend the expiration date of a variance from one year to two years. Ms. Weed stated that the LDC only allows for the development order for variances to exist for the one year and staff is interested in changing it to two years because of the number of residents coming in explaining that with the cost of materials and labor they are not able to get their projects going and their development orders are expiring requiring staff to do them again. Staff recommends approval.

Mr. Galloway commented that COVID put everything two years behind.

Chairman Briley opened it up to the Board and entertained a motion.

Ms. Tolland motioned to approve LDC 2022-109: Land Development Code amendment: Section 1-14, Variance expiration. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

D. LDC 2022-112: Land Development Code amendment: Section 2-84, Municipal Service Area

Ms. Becky Weed, Senior Planner, explained the request for LDC 2022-112, is an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article VII, North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Division 2, Sec. 2-84(a) to add the Book and Page numbers for the second amended ISBA. Ms. Weed stated that the second amended North US1 Interlocal Service Boundary Agreement (ISBA) related to the expansion of the Municipal Service Area was adopted by the City Commission on December 7, 2021 and recorded on March 20, 2022. She added that it is a housekeeping matter to add the book and page numbers and the effective date to Section 2-84(a) of the Land Development Code (LDC). Ms. Weed concluded that staff recommends that the Planning Board approve the proposed amendment. It is anticipated that the proposed amendment will go before the City Commission on December 6, 2022 for first reading and the next available City Commission meeting for the second reading.

Chairman Briley opened it up to the Board and entertained a motion.

Ms. Shull motioned to approve LDC 2022-112: Land Development Code amendment: Section 2-84, Municipal Service Area. Mr. Jorczak seconded it. Vote was called, and the motion was approved (7-0).

VIII. OTHER BUSINESS

None.

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 8.D
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2022-41	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	Land Development Code Amendment - Chapter 2, Article VII Division 2, Section 2-84(a)Municipal Service Area			
Budget Impact:	There is no budget impact as the result of this LDC amendment.			
Summary:	This is an administrative request to amend the LDC to add the Book and Page numbers and effective date for the second amended ISBA.			
Recommended Action:	It is recommended that the City Commission approve the Land Development Code amendment to Chapter 2, District and General Regulations, Article VII, North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Division 2, Sec. 2-84(a), to add the Book and Page numbers for the second amended ISBA as shown in the attached Ordinance. The Planning Board recommended approval of the Land Development Code amendment by a (7-0) vote.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		12/8/2022		
Claire Whitley, Assistant City Manager		12/8/2022		
Joyce Shanahan, City Manager		1/3/2023		



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: January 10, 2023
Subject: Land Development Code Amendment - Chapter 2, Article VII Division 2, Section 2-84(a) Municipal Service Area

Commission Goal: Community Development - Other

Introduction

This is an administrative request to amend the Land Development Code (LDC) Chapter 2 – District and General Regulations, Article VII – North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Division 2, Sec. 2-84(a) to add the Book and Page numbers for the second amended Interlocal Service Boundary Agreement (ISBA).

Background

On August 19, 2014, the City Commission authorized the execution of the ISBA with Volusia County regarding the North US 1 Joint Planning Area/Municipal Service Area which became effective on October 11, 2015. On May 9, 2019, the City Commission authorized the first amended ISBA to expand the Municipal Service Area to include the Plantation Oaks subdivision area, which became effective October 11, 2019. A scrivener's error was discovered showing the effective date of the First Amended ISBA as September 17, 2019. This amendment includes the correction of the effective date from September 17, 2019 to October 11, 2019.

The second amendment to the ISBA was authorized by the City Commission on December 7, 2021, effective March 30, 2022, to expand the Municipal Service Area to include the RidgeHaven proposed subdivision area. Now, the Land Development Code needs to be amended to update the related recording information.

Discussion

PLANNING BOARD REVIEW

The Planning Board reviewed the LDC amendment on October 13, 2022, and recommended approval (7-0). There were no speakers that addressed the Planning

Board on this item and the minutes of the meeting are attached to the item.

Budget Impact

There is no budget impact as the result of this LDC amendment.

Citizen Impact

There is no citizen impact anticipated with this LDC amendment.

Recommendation

It is recommended that the City Commission approve the Land Development Code amendment to Chapter 2, District and General Regulations, Article VII, North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Division 2, Sec. 2-84(a), to add the Book and Page numbers for the second amended ISBA as shown in the attached Ordinance. The Planning Board recommended approval of the Land Development Code amendment by a (7-0) vote.

Attachments:

1. 22-41 Planning - LDC Amendment, Second Amended ISBA Bk & Pg (P22-0188G)
2. 10.13.2022 LDC amendment MSA
3. Draft 10.13.22 Planning Board Minutes_MSA

Approvals:



Kelly McGuire, Finance Director

Date: December 08, 2022



Claire Whitley, Assistant City Manager

Date: December 08, 2022



Joyce Shanahan, City Manager

Date: January 03, 2023

ORDINANCE 2022-41

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VII, NORTH U.S. HIGHWAY 1 INTERLOCAL PLANNING AND MUNICIPAL SERVICE AREA, DIVISION 2, ITINERANT MERCHANT REGULATIONS FOR RECOGNIZED SPECIAL EVENTS AND OUTDOOR ENTERTAINMENT ACTIVITY; TEMPORARY CAMPSITES PROHIBITED, SECTION 2-84, MUNICIPAL SERVICE AREA AND JOINT PLANNING AREA; PURPOSE, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach and County of Volusia entered into an Interlocal Service Boundary Agreement (ISBA), which became effective on August 28, 2014 (recorded at Book 7026, Pages 878 through 895 of the Public Records of Volusia County, Florida) establishing a Municipal Service Area (MSA) for the North U.S. Highway 1 corridor, and

WHEREAS, in accordance with the requirements of section 171.203(9), Florida Statutes and the ISBA, the city commission approved Ordinance 2014-42 (on January 20, 2015) amending the future land use element and the intergovernmental coordination element of the City's Comprehensive Land Use Plan; and approved Ordinance 2015-5 (on January 20, 2015) amending the future land use map designation of the City's Comprehensive Land Use Plan appertaining to the MSA, and

WHEREAS, the city commission approved on April 7, 2015, Ordinance 2015-13 and Ordinance 2015-14, establishing zoning districts for the lands within and subject to the MSA, and

WHEREAS, the city commission approved on June 23, 2015, Ordinance 2015-27, establishing regulations for itinerant merchant activities and temporary campsite activities for lands in and subject to the MSA consistent with the City's long-standing policy to eliminate blight,

encourage the revitalization and economic development of lands in the MSA and adjacent to and near the Gateway; and for the protection of the health, safety and welfare of visitors, tourists, residents, property owners and the general public who are otherwise affected by itinerant merchant activities associated with recognized special events, and

WHEREAS, the City Commission approved an amortization schedule for temporary campsite activities and itinerant merchant activities on vacant or unimproved lands in the MSA which expired on August 19, 2019, and

WHEREAS, the city commission approved the first amended ISBA recorded at Book 7758, Pages 4680 through 4683 of the Public Records of Volusia County, Florida, which became effective on October 11, 2019, which expanded the MSA boundary, and

WHEREAS, the city commission approved on February 2, 2021, Ordinance 2021-04, updating the regulations since the established amortization schedule had expired and the ISBA had been amended, and

WHEREAS, the city commission approved the second amended ISBA recorded at Book 8228, Pages 1974 through 1978 of the Public Records of Volusia County, Florida, which became effective on March 30, 2022, which expanded the MSA boundary, and

WHEREAS, the city commission finds the regulations need to be updated since the ISBA was amended, and

WHEREAS, the Planning Board of the City of Ormond Beach, as the local planning agency, has conducted a public hearing on October 13, 2022, on the requested amendment and has made recommendations thereon to the city commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the city commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT

SECTION ONE. Chapter 2, District and General Regulations, Article VII, North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Division 2, Itinerant Merchant Regulations for Recognized Special Events and Outdoor Entertainment Activity; Temporary Campsites Prohibited, Section 2-84, Municipal service area and joint planning area; purpose, of the City of Ormond Beach *Land Development Code* is hereby amended to read as follows:

Sec. 2-84. - Municipal service area and joint planning area; purpose.

- (a) These regulations apply to lands in and subject to the North U.S. Highway 1 Municipal Service Area and Joint Planning Area (MSA/JPA) as established by the interlocal service boundary agreement (ISBA) between the city and County of Volusia recorded at Book 7026, Pages 878 through 895 of the Public Records of Volusia County, Florida, which became effective on August 28, 2014, and the first amended ISBA recorded at Book 7758, Pages 4680 through 4683 of the Public Records of Volusia County, Florida, which became effective on ~~September 17, 2019~~, October 11, 2019, and the second amended ISBA recorded at Book 8228, Pages 1974 through 1978 of the Public Records of Volusia County, Florida, which became effective on March 30, 2022.
- (b) ****No change to existing text****

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, phrase, clause, sentence, paragraph,

term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION FOUR. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 6th day of December, 2022.

PASSED UPON at the second and final reading of the City Commission, this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: October 13, 2022

SUBJECT: Land Development Code Amendment: Article VII – North U.S. Highway 1 Interlocal Planning and Municipal Service Area

APPLICANT: Administrative

NUMBER: LDC 2022-112

PROJECT PLANNER: Becky Weedo, AICP, CFM, Senior Planner

INTRODUCTION:

This is an administrative request to amend Chapter 2 – District and General Regulations, Article VII – North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Division 2, Sec. 2-84(a) to add the Book and Page numbers for the second amended ISBA.

BACKGROUND:

On August 19, 2014, the City Commission authorized the execution of the Interlocal Service Boundary Agreement (ISBA) with Volusia County regarding the North US 1 Joint Planning Area/Municipal Service Area which became effective on October 11, 2015. On May 9, 2019, the City Commission authorized the first amended ISBA to expand the Municipal Service Area to include the Plantation Oaks subdivision area which became effective October 11, 2019.

The second amendment to the ISBA was authorized by the City Commission on December 7, 2021, effective March 20, 2022, to expand the Municipal area to include the RidgeHaven proposed subdivision area. Now, the Land Development Code needs to be amended to update the related recording information.

LDC AMENDMENT:

The proposed amendment to the City of Ormond Beach Land Development Code related to the expansion of the Municipal Service Area is a housekeeping matter to update the Book and Page numbers due to the approval of the second amended Interlocal Service Boundary Agreement. The proposed change to Sections 2-84 is attached as Exhibit 1. The underlined text are additions to the original text. A summary of changes is provided below:

Chapter 2 – District and General Regulations, Article VII – North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Division 2.

Division 2. - Itinerant Merchant Regulations for Recognized Special Events and Outdoor Entertainment Activity; Temporary Campsites Prohibited.

Sec. 2-84. - Municipal service area and joint planning area; purpose.

- (a) These regulations apply to lands in and subject to the North U.S. Highway 1 Municipal Service Area and Joint Planning Area (MSA/JPA) as established by the Interlocal Service Boundary Agreement (ISBA) between the city and County of Volusia recorded at Book 7026, Pages 878 through 895 of the Public Records of Volusia County, Florida, which became effective on August 28, 2014, and the first amended ISBA recorded at Book 7758, Pages 4680 through 4683 of the Public Records of Volusia County, Florida, which became effective on September 17, 2019, and the second amended ISBA recorded at Book 8228, Pages 1974 through 1978 of the Public Records of Volusia County, Florida, which became effective on March 20, 2022.

- (b) ***No change to existing text***

CONCLUSION:

Section 1-15(e) of the Land Development Code requires certain criteria that must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows.

- 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 amendment does not propose any site-specific development. It is not expected that the proposed Land Development Code amendment will 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 amendment is a “housekeeping” matter to update language due to the second amended ISBA.

- 2. The proposed development is consistent with the Comprehensive Plan.**

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discusses the need to update Land Development Code regulations.

- 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 Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands.

- 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 Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding 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.**

The proposed Land Development Code amendment is not applicable to public facilities.

- 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 as part of the proposed amendment. The application pertains to Land Development Code amendments.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 8. The proposed development provides for the safety of occupants and visitors.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 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 as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 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:

It is recommended that the Planning Board **APPROVE** the amendment to the Land Development Code, Chapter 2 – District and General Regulations, Article VII – North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Division 2, Sec. 2-84(a), to add the Book and Page numbers for the second amended ISBA, as shown in Exhibit 1.

Attachment:

Exhibit 1: Proposed Land Development Code amendment

EXHIBIT 1 – PROPOSED LDC AMENDMENT

CHAPTER 2 – DISTRICT AND GENERAL REGULATIONS, ARTICLE VII. - NORTH U.S. HIGHWAY 1 INTERLOCAL PLANNING AND MUNICIPAL SERVICE AREA [u](#)

Footnotes:

--- (1) ---

Editor's note—Ord. No. 2015-27, § 1, adopted June 23, 2015, added a new Art. VII, Div. 1, §§ 2-74—2-82, to the Code; however, said provisions have been redesignated as Art. VII, Div. 2, §§ 2-84—2-92 at the editor's discretion for purposes of maintaining Code format.

Division 1. - Generally

Secs. 2-74—2-83. - Reserved.

Division 2. - Itinerant Merchant Regulations for Recognized Special Events and Outdoor Entertainment Activity; Temporary Campsites Prohibited.

Sec. 2-84. - Municipal service area and joint planning area; purpose.

- (a) These regulations apply to lands in and subject to the North U.S. Highway 1 Municipal Service Area and Joint Planning Area (MSA/JPA) as established by the Interlocal Service Boundary Agreement (ISBA) between the city and County of Volusia recorded at Book 7026, Pages 878 through 895 of the Public Records of Volusia County, Florida, which became effective on August 28, 2014, and the first amended ISBA recorded at Book 7758, Pages 4680 through 4683 of the Public Records of Volusia County, Florida, which became effective on September 17, 2019, and the second amended ISBA recorded at Book 8228, Pages 1974 through 1978 of the Public Records of Volusia County, Florida, which became effective on March 20, 2022.
- (b)****No change to existing text****

Note: Underline is proposed text and ~~strikethrough~~ is proposed deleted text

DRAFT

Planning Board minutes

October 13, 2022

Item: LDC amendment: Municipal Service Area

Action: Recommended Approval (7-0)

Ms. Tolland motioned to approve LDC 2022-108: Land Development Code amendment: Sections 2-50(z) Pools and 2-50 (cc) Screened porches/enclosures. Mr. Galloway seconded it. Vote was called, and the motion was approved (7-0).

C. LDC 2022-109: Land Development Code amendment: Section 1-14, Variance expiration

Ms. Becky Weed, Senior Planner, explained the request for LDC 2022-109, an administrative amendment to the Land Development Code (LDC) Chapter 1, General Administration, Article II, Administration and Enforcement, Section 1-14(3), Expiration of a development order to amend the expiration date of a variance from one year to two years. Ms. Weed stated that the LDC only allows for the development order for variances to exist for the one year and staff is interested in changing it to two years because of the number of residents coming in explaining that with the cost of materials and labor they are not able to get their projects going and their development orders are expiring requiring staff to do them again. Staff recommends approval.

Mr. Galloway commented that COVID put everything two years behind.

Chairman Briley opened it up to the Board and entertained a motion.

Ms. Tolland motioned to approve LDC 2022-109: Land Development Code amendment: Section 1-14, Variance expiration. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

D. LDC 2022-112: Land Development Code amendment: Section 2-84, Municipal Service Area

Ms. Becky Weed, Senior Planner, explained the request for LDC 2022-112, is an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article VII, North U.S. Highway 1 Interlocal Planning and Municipal Service Area, Division 2, Sec. 2-84(a) to add the Book and Page numbers for the second amended ISBA. Ms. Weed stated that the second amended North US1 Interlocal Service Boundary Agreement (ISBA) related to the expansion of the Municipal Service Area was adopted by the City Commission on December 7, 2021 and recorded on March 20, 2022. She added that it is a housekeeping matter to add the book and page numbers and the effective date to Section 2-84(a) of the Land Development Code (LDC). Ms. Weed concluded that staff recommends that the Planning Board approve the proposed amendment. It is anticipated that the proposed amendment will go before the City Commission on December 6, 2022 for first reading and the next available City Commission meeting for the second reading.

Chairman Briley opened it up to the Board and entertained a motion.

Ms. Shull motioned to approve LDC 2022-112: Land Development Code amendment: Section 2-84, Municipal Service Area. Mr. Jorczak seconded it. Vote was called, and the motion was approved (7-0).

VIII. OTHER BUSINESS

None.

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 8.E
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-01	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	Cupola at Oceanside, Final Plat			
Budget Impact:	There is no budget impact as the result of the final plat application.			
Summary:	This is a request from Nancy Lohman, Halifax Enterprises, LLC, for a final plat for the Cupola at Oceanside consisting of a 12 lot townhome development on 1.48 acres.			
Recommended Action:	It is recommended the City Commission approve the final plat for the subdivision of land on a 1.48 acre property located at 100 North Halifax Drive, Cupola at Oceanside, for a 12 unit townhome development consistent with the Planned Residential Development zoning and preliminary plat.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		12/14/2022		
Claire Whitley, Assistant City Manager		12/19/2022		
Joyce Shanahan, City Manager		12/20/2022		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: January 10, 2023
Subject: Cupola at Oceanside, Final Plat
Commission Goal: Community Development - Other

Introduction

This is a request from Nancy Lohman, Halifax Enterprises, LLC, for a final plat for the Cupola at Oceanside consisting of a twelve (12) lot townhome development on 1.48 acres.

Background

The background of the property is provided below:

- On January 17, 2017, the City Commission approved Ordinance No. 2016-45 to amend the land use designation for 100 North Halifax Drive from "Public/Institutional" to "Medium Density Residential." As part of the land use application a voluntary neighborhood meeting was conducted on September 27, 2016 at the subject property. There were approximately 25 individuals who attended the meeting and the discussion focused on the site plan attributes of the project.
- On March 7, 2017, the City Commission approved Ordinance No. 2017-06 that authorized a zoning map amendment for the property from R-2 (Single-Family Low Density) to R-5 (Multi-family Medium Density). The purpose of the amendment was to allow a residential development either using the R-5 zoning standards or a planned development as a Planned Residential Development.
- On November 7, 2017, the City Commission approved Ordinance No. 2017-33 that authorized a zoning map amendment for the property from R-5 (Multi-family Medium Density) to PRD (Planned Residential Development). As part of the rezoning and development order applications, a neighborhood meeting was held on August 28, 2017 within the existing church at 100 North Halifax Drive.
- On November 7, 2017, the City Commission approved Ordinance No. 2017-34 that authorized the issuance of a Development Order to allow the development

of 12 garden townhomes. Based on the Planning Board recommendations and abutting property owners, the development order approved certain site and building standards.

- On November 5, 2018, the City Commission approved Ordinance No. 2018-26 that modified the approved building elevations. The application did not propose any modifications to the approved site improvements and sought only to modify the building elevations.
- On August 25, 2021, the Site Plan Review Committee (SPRC) approved the site plan for the Cupola at Oceanside.
- On January 18, 2022, the City Commission approved Resolution 2022-18 that authorized a Preliminary Plat for a twelve (12) lot townhouse development.

Discussion

The recordation of the final plat can occur in one of two methods. The first method occurs when all of the subdivision improvements are completed and accepted by the Site Plan Review Committee; then the final plat can be recorded. The second method is to record the plat while completing the subdivision infrastructure improvements. Under the second method, the applicant shall be required to post a performance guarantee to ensure that the remaining subdivision improvements are completed. If the applicant desires to record the plat, they can bond whatever subdivision improvements are remaining.

Final plats are subject to review and approval by the Site Plan Review Committee, a Florida licensed surveyor acting on behalf of the City and the City Attorney's office. The subject plat has been reviewed and determined acceptable. The proposed plat is consistent with the preliminary plat previously approved and the overall Planned Residential Development.

Budget Impact

There is no budget impact as the result of the final plat application.

Citizen Impact

The final plat is the last action of the subdivision approval process and is a technical review of the subdivision of land to verify consistency with the Planned Development and Preliminary Plat. No citizen impact is anticipated as the result of the final plat.

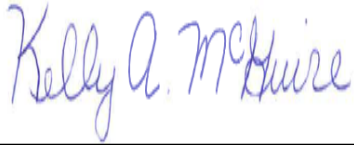
Recommendation

It is recommended the City Commission approve the final plat for the subdivision of land on a 1.48 acre property located at 100 North Halifax Drive, Cupola at Oceanside, for a 12 unit townhome development consistent with the Planned Residential Development zoning and preliminary plat.

Attachments:

1. 23-01 Cupola at Oceanside final plat (P22-0157G)
2. Exhibit A, Cupola at Oceanside - Record Plat - (8.5x11)

Approvals:



Kelly McGuire, Finance Director

Date: December 14, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022



Joyce Shanahan, City Manager

Date: December 20, 2022

ORDINANCE NO. 2023-01

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “CUPOLA AT OCEANSIDE” SUBDIVISION, A PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on November 7, 2017, the City Commission approved Ordinance No. 2017-34, approving a Planned Residential Development to be located at 100 North Halifax Drive (Volusia County Parcel Number: 4214-08-00-0340); and authorizing the issuance and execution of a development order to allow a twelve-lot townhouse development and associated site improvements, which Ordinance and Development Order are recorded in the public records of Volusia County, Florida in Official Records Book 7488, at Pages 911 through 946, inclusive, and

WHEREAS, on November 5, 2018, the City Commission approved Ordinance No. 2018-26, authorizing the issuance and execution of a First Amended Planned Residential Development Development Order to allow changes to the building elevations, which Ordinance and First Amended Development Order are recorded in the public records of Volusia County, Florida in Official Records Book 7629, at Pages 337 through 356, inclusive, and

WHEREAS, the Site Plan Review Committee approved the “Cupola at Oceanside” construction site plans on August 25, 2021, and

WHEREAS, on January 18, 2022, the City Commission approved Resolution No. 2022-18 approving a Preliminary Plat for a twelve-lot townhouse development known as the “Cupola at Oceanside” subdivision, and

WHEREAS, the applicant desires to record the “Cupola at Oceanside” plat and if the project construction has not yet been completed and accepted by the Site Plan Review Committee, the applicant shall provide a subdivision performance guarantee prior to recordation, and

WHEREAS, the final plat for the “Cupola at Oceanside” subdivision has been reviewed by the City staff, a Florida licensed surveyor acting on behalf of the City, and by the Site Plan Review Committee and recommended for approval, and

WHEREAS, the City Commission concurs with the recommendation of City staff, the City surveyor, and by the Site Plan Review Committee, now therefore,

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

SECTION ONE. The City Commission hereby approves the final plat for the “Cupola at Oceanside” subdivision, as depicted on Exhibit “A” attached hereto, subject to compliance with the following conditions prior to recordation of the final plat:

- (a) The project improvements shall either be completed and accepted by the Site Plan Review Committee or a performance

bond for remaining construction improvements shall be in place;
and

- (b) All applicable requirements of Chapter 177, *Florida Statutes*, shall be met.

SECTION TWO. In accordance with the requirements for development orders and building permits in Chapter 1, Article II, Section 1-14 of the *Land Development Code*; and where applicable, consistent with the concurrency requirements of Chapter 1, Article V, Section 1-37(4) of the *Land Development Code*, the approval granted shall automatically expire and become void unless the following condition is met:

- (a) The plat is recorded within eighteen (18) months of the date of City Commission approval, said date being July 24, 2024; and

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

PASSED UPON at the first reading of the City Commission, this 10th day of January, 2023.

PASSED UPON at the second reading of the City Commission, this 24th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

A PORTION OF LAND WITHIN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

A PORTION OF GOVERNMENT LOT 2, SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCED AT THE SOUTHEAST CORNER OF LOT 3, COURT PARK SUB. THE MAP BOOK 1, PAGE 161, PUBLIC RECORDS OF TOLUST, COLORADO, THENCE RUNNING NORTH 21 DEGREES 00 MINUTES 37 SECONDS WEST ALONG THE WESTERNLY LINE OF NORTH HALLFAX DRIVE AS THE SAME IS NOW ADJUT IN RECORD BEING A/C, TOLUST, FORMERLY KNOWN AS FREE TALL, A DISTANCE OF 315 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 65 DEGREES 44 MINUTES 35 SECONDS WEST, A DISTANCE OF 246.7 FEET; THENCE NORTH 21 DEGREES 44 MINUTES 37 SECONDS WEST 78 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEAST TO THE WESTERNLY LINE OF SAID NORTH HALLFAX DRIVE, THENCE SOUTHERLY ALONG THE WESTERNLY LINE OF SAID NORTH HALLFAX DRIVE A DISTANCE OF 287 FEET TO THE POINT OF BEGINNING.

[illegible][illegible][illegible]

SET 4"x4" CONCRETE MONUMENT "PRM" LB 3612

INC	INCORPORATED
LB	LENGTH
LC	LICENSED BUSINESS
MB	LICENSED CORPORATION
NO	MAP BOOK
ORB	NUMBER
PCP	OFFICIAL RECORDS BOOK
PG	PERMANENT CONTROL POINT
PRM	PAGE
PSM	PERMANENT REFERENCE MONUMENT
RW	PROFESSIONAL SURVEYOR & MAPPER
SOFT	SQUARE FEET
W-W	RIGHT-OF-WAY LINE
	EXISTING EASEMENT LINE

THIS IS TO CERTIFY THAT ON _____, THE FORD AND PLUM WAS APPROVED

THIS IS TO CERTIFY THAT ON _____, THE FOREGOING PLAN WAS APPROVED

DEDICATION

KNOWN ALL WITH THESE PRESENTS, HALL & HINTON INC. L.L.C. IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED "OPOLKA 110 OF ANGELO RESIDENTIAL COMPLEX", LOCATED IN THE CITY OF OROMO BEACH, VOLUSA COUNTY, FLORIDA HEREBY DEEDS TO THE SAILORS AND PAT FOR THE USES AND PURPOSES HEREON EXPRESSLY ACCESSED FOR INVESTITORS AND DEEDS DESIGNATED AS TRACT "A" SHOWN OR IDENTIFIED ON THE PLAT AND HEREBY GRANTS TO THE CITY OF OROMO BEACH FOR EMERGENCY VEHICLES AND GOVERNMENT SERVICES.

ON THE PLAZA AND HE BEING GRANTED TO THE CITY OF OROUO BEACH FOR EMBROIDERY VEHICLES AND GOVERNMENT SERVICES.

Figure 1

1000

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 2022, BEF ONE ME, AN OFFICER

AS IDENTIFICATION

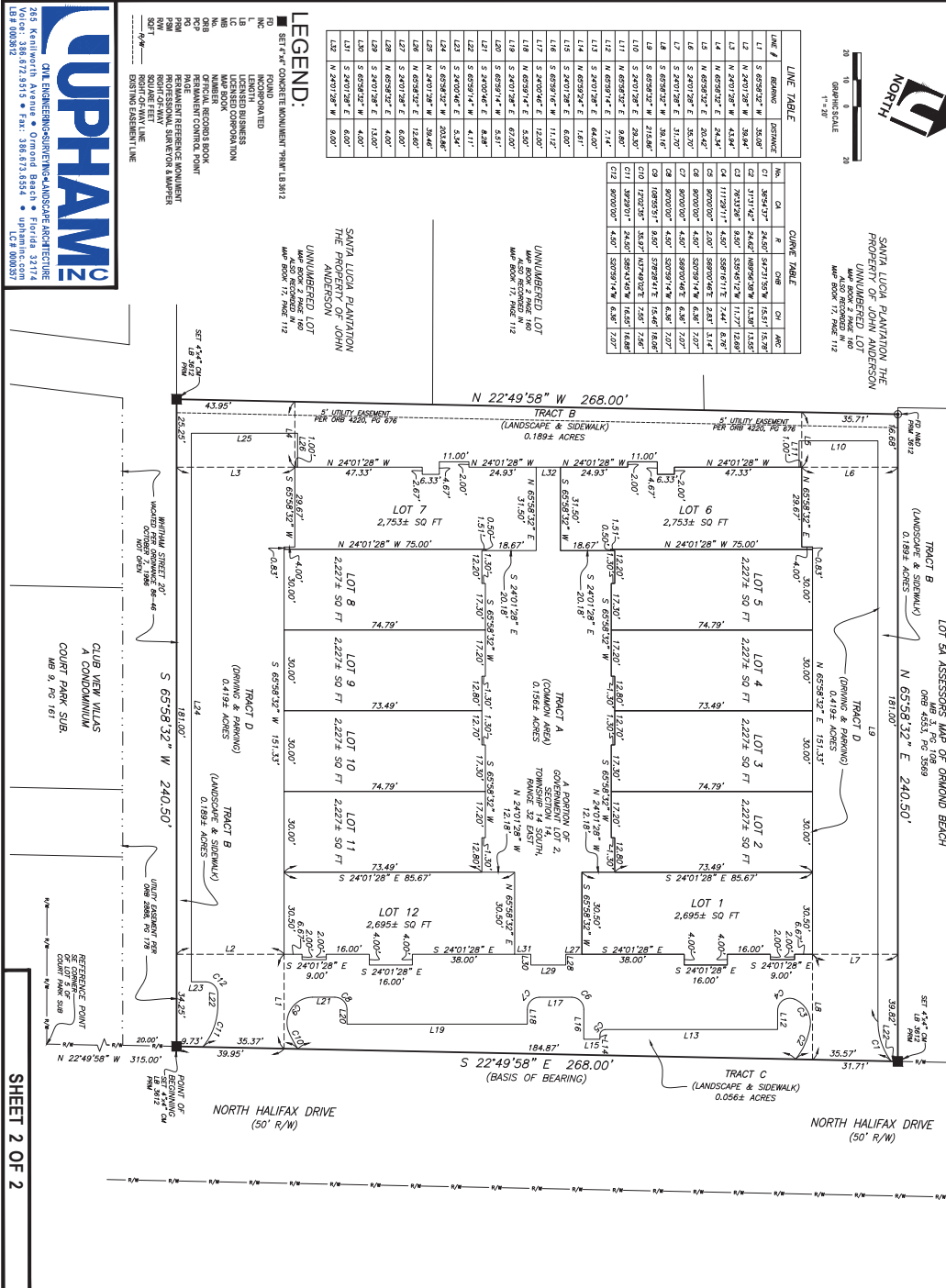
CERTIFICATE OF CLEEN

THIS STATEMENT HEREBY CERTIFIES THAT THE PLANNETTED "COPOLAT OCEANSIDE RESIDENTIAL COMMUNITY", WA

REVIEW OF CONVECTION AND MIXING ON THE GULF

1

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING A LICENSED AND PROPER MAPPER, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED "



Meeting Date: 1/10/2023		AGENDA ITEM		Number: 8.F
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-02	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	West Street, Partial Right-of-Way Vacation			
Budget Impact:	There is no budget impact as the result of this request.			
Summary:	This is a request by Megan Ford, property owner of 363 Putnam Avenue, for a partial ROW vacation of approximately 2,257 square feet of the West Street ROW abutting their property in order to construct a dock. As part of the SPRC review, Public Works staff were supportive of the partial ROW vacation with the condition of granting of a drainage, access, maintenance easement back to the city for a portion of the area proposed to be vacated.			
Recommended Action:	It is recommended that the City Commission approve the attached partial right-of-way vacation ordinance for the partial release of 2,257 square feet of the West Street right-of-way abutting 363 Putnam Avenue with a condition of a drainage, access, maintenance easement to be granted back to the City (presented at the January 24, 2023 City Commission meeting).			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		12/14/2022		
Claire Whitley, Assistant City Manager		12/19/2022		
Joyce Shanahan, City Manager		12/20/2022		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: January 10, 2023
Subject: West Street, Partial Right-of-Way Vacation
Commission Goal: Community Development - Other

Introduction

This is a request by Megan Ford, property owner of 363 Putnam Avenue, for a partial right-of-way (ROW) vacation of approximately 2,257 square feet of the West Street ROW abutting their property in order to construct a dock. As part of the Site Plan Review Committee (SPRC) review, Public Works staff were supportive of the partial ROW vacation with the condition of granting of a drainage, access, maintenance easement back to the City for a portion of the area proposed to be vacated. The drainage, access, maintenance easement would be presented at the second City Commission hearing since the easement is a Resolution that requires one hearing. The Notice of Intent for the partial ROW vacation was approved December 6, 2022 by Resolution 2022-167.

Background

West Street was platted as a ROW with the Ormond Terrace Annex plat recorded in 1926. West Street is not an improved ROW and a majority of the area is now Strickland Creek and submerged. The application seeks to vacate an area of approximately 2,257 square feet of land next to the property owner of 363 Putnam Avenue. The partial ROW vacation does not propose to release any of the submerged West Street right-of-way currently known as Strickland Creek. The purpose of the right-of-way vacation is the installation of a dock at 363 Putnam Avenue. A similar partial ROW vacation was approved for 350 Cumberland Avenue (directly north of 363 Putnam Avenue) in 2010 with Ordinance 2010-33.

Discussion

The key consideration for a ROW vacation is whether the platted right-of-way has a public function, such as roads, utilities, or corridors for public utilities such as electric, telephone, wireless, or cable companies. It is important to note that for plat dedications

for public roads, the government does not own or have fee simple title to the dedicated property and cannot sell or barter it away as a condition of vacating the right-of-way. The sole criterion for vacating a street right-of-way is the function for public use.

As part of the application, the applicant has secured letters of no objection to the partial West Street ROW vacation from all franchise utilities, including FPL, Charter communications, TECO gas and AT&T. The City SPRC, including Public Works staff, has reviewed the request and has no objection to the request with a condition of granting a drainage, access, maintenance easement back to the City for the area proposed to be vacated.

Section 17-8 of the city Code of Ordinances details the process for a street ROW vacation (or partial vacation) as follows:

#	Approving Body	Action	Status
1.	Site Plan Review Committee	Provide evidence of no public use.	Completed on November 9, 2022. Determination of no public use.
2.	City Commission	Resolution – Notice of Intent to vacate.	Resolution 2022-167 December 6, 2022
3.	City Commission	Ordinance, 1st reading – Vacation	January 10, 2023
4.	City Commission	Resolution, drainage, access, maintenance easement	January 24, 2023
5.	City Commission	Ordinance, 2 nd reading – Vacation	January 24, 2023

Budget Impact

There is no budget impact as the result of this request.

Citizen Impact

There is no direct citizen impact. The purpose of the partial ROW vacation is the construction of a dock.

Recommendation

It is recommended that the City Commission approve the attached partial right-of-way vacation ordinance for the partial release of 2,257 square feet of the West Street right-of-way abutting 363 Putnam Avenue with a condition of a drainage, access, maintenance easement to be granted back to the City (presented at the January 24, 2023 City Commission meeting).

Attachments:

1. 23-02 West Street ROW Vacation (P22-00203G)
2. Exhibit A, 220514_363 Putnam Ave - Vacation Exhibit_ES
3. Partial West Street Vacation - Aerial Exhibit
4. Ormond Terrace Annex plat with portion of West Street highlighted
5. Utility letters

Approvals:



Kelly McGuire, Finance Director

Date: December 14, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022



Joyce Shanahan, City Manager

Date: December 20, 2022

ORDINANCE NO. 2023-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, VACATING A PORTION OF WEST STREET, A PLATTED PUBLIC RIGHT-OF-WAY LYING WEST OF 363 PUTNAM AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4240-03-08-0150); REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ormond Beach, Florida, did on December 6, 2022, adopt Resolution No. 2022-167, declaring its intention to consider adopting an ordinance vacating approximately 2,257 square feet of West Street, a platted right-of-way that was submerged by the dredging of Strickland Creek during the construction of U.S. Highway 1, abutting the west side of that real property situated at 363 Putnam Avenue (Volusia County Parcel Number 4240-03-08-0150), being more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein by reference, and

WHEREAS, the city’s Site Plan Review Committee reviewed the property owner’s request and recommend approval of the right-of-way vacation conditioned upon the property owner granting to the city a drainage, access and maintenance easement over a portion of the right-of-way to be vacated, and

WHEREAS, the owners of all of the property that abuts the aforescribed portion of the said street affected by the proposed vacation, which owners are residents of the State of Florida, have been served with a copy of the aforesaid Resolution or have filed their waiver of the

requirement of service thereof, and a copy of the aforesaid Resolution has been published once in a newspaper of general circulation in the City of Ormond Beach, Florida, and proof of publication thereof has been filed with the City, and

WHEREAS, based on the evidence presented at the public hearing, and based upon common knowledge of the area in question, the City Commission hereby finds that the subject vacation is in the overall public interest, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. That portion of West Street, a platted right-of-way that was submerged by the dredging of Strickland Creek during the construction of U.S. Highway 1, abutting the west side of that real property situated at 363 Putnam Avenue (Volusia County Parcel Number 4240-03-08-0150), being more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein by reference, is hereby vacated and forever freed of all rights of the public, except and subject to any easements of record, over, under and across the subject property.

SECTION TWO. The vacation of that portion of West Street right-of-way described in Section One above is expressly conditioned on the property owner of 363 Putnam Avenue granting to the city, concurrent with the said vacation, a drainage, access and maintenance easement over a portion of the right-of-way to be vacated, in a form to be approved by the city attorney.

SECTION THREE. That portion of the West Street right-of-way being more particularly described and depicted in Exhibit “A” is hereby vacated, closed and abandoned as a right-of-way, and said property is hereby released and discharged of any and every public right, use, title and interest of the City of Ormond Beach for right-of-way purposes, and that said property shall revert to the adjoining and abutting owners who have a reversionary interest, except and subject to any easements of record, over, under and across the subject property.

SECTION FOUR. The City Clerk is hereby directed to record a certified copy of this Ordinance in the public records of Volusia County, Florida.

SECTION FIVE. The City Clerk is further directed to transmit the recorded Ordinance to the Volusia County Property Appraiser.

SECTION SIX. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SEVEN. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 10th day of January, 2023.

PASSED UPON, at the second and final reading of the City Commission, this 24th
day of January, 2023.

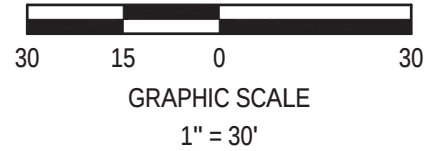
BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A", Page 1 of 2

LOT 18



STRICKLAND CREEK

CENTERLINE

LOT 17

**ORMOND
TERRACE ANNEX**
MB 10, PG 137
LOT 16
BLOCK 8

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 25°29'36" W	50.00'
L2	S 63°55'13" W	29.93'
L3	N 16°46'13" W	56.25'
L4	N 05°20'55" W	19.39'
L5	N 21°22'25" W	36.00'
L6	N 46°14'57" E	12.78'
L7	S 25°29'36" E	113.40'

SET 5/8" IRC
LB 3612
"WITNESS"

POINT OF
BEGINNING

WEST 100'
LOT 15

FD 2" IP
NO ID

150.00'(P)
100.00'(M)(D)
R/W

FD 5/8" IR
NO ID

FD 1" IP
NO ID

POINT OF
(BASIS OF BEARINGS)
COMMENCEMENT

PUTNAM AVE.
66' R/W

CENTERLINE

WEST ST.
66' R/W

S 25°29'36" E
66.00'

FD 4"X4" CM
NO ID

ANDREWS ST.
80' R/W

NOT A SURVEY

SHEET 1 OF 2

SEE SHEET 2 OF 2 FOR
CERTIFICATION AND
SURVEYOR'S SIGNATURE

LOCATION No: 14-32-40

PROJECT No: 220514

DATE: 11/02/2022

CHECKED BY: JMB

DRAFTED BY: JAE

SKETCH



EXHIBIT "A", Page 2 of 2

DESCRIPTION:

A PORTION OF LAND LYING WESTERLY OF AND ADJOINING THE WESTERLY 100 FEET OF LOTS 15, 16, 17 AND 18 BLOCK 8, ORMOND TERRACE ANNEX, AS RECORDED IN MAP BOOK 10, PAGE 137, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, SAID LAND BEING A PORTION OF WEST STREET, A 66 FOOT PLATTED RIGHT-OF-WAY PER SAID ORMOND TERRACE ANNEX AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 15, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF PUTNAM AVENUE, A 66 FOOT RIGHT-OF-WAY PER SAID ORMOND TERRACE ANNEX, THENCE DEPARTING SAID NORTHERLY LINE N 25°29'36" W FOR A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 15, FOR A POINT OF BEGINNING; THENCE RUN S 63°55'13" W ALONG THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT 15, FOR A DISTANCE OF 29.93 FEET; THENCE N 16°46'13" W FOR A DISTANCE OF 56.25 FEET; THENCE N 05°20'55" W FOR A DISTANCE OF 19.39 FEET; THENCE N 21°22'25" W FOR A DISTANCE OF 36.00 FEET; THENCE N 46°14'57" E FOR A DISTANCE OF 12.78 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 18, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID WEST STREET; THENCE S 25°29'36" E ALONG THE WESTERLY LINE OF SAID LOTS 16, 17 AND 18 FOR A DISTANCE OF 113.40 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 2,257 SQ FT MORE OR LESS.

GENERAL NOTES:

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE GRID, NORTH AMERICAN DATUM OF 1983 (NAD83) WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENGEMANN NETWORK, A TOPCON GNSS NETWORK. AS A REFERENCE FOR THIS SURVEY, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PUTNAM AVE. HAVING A BEARING OF (S 63°55'13" W).

ABBREVIATIONS / LEGEND

INC ... INCORPORATED

L ... LINE

LB ... LICENSED BUSINESS

PSM ... PROFESSIONAL SURVEY MAPPER

◻	CM...	4"x4" CONCRETE MONUMENT (AS NOTED)
●	IRC...	IRON ROD & CAP (AS NOTED)
●	IR...	IRON ROD (NO ID)
○	IPC...	IRON PIPE & CAP (AS NOTED)
○	IP...	IRON PIPE (NO ID)
○	MP...	METAL PIPE (AS NOTED)

NOT A SURVEY

SHEET 2 OF 2

THE FOREGOING SKETCH AND DESCRIPTION IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2018, AS PURSUANT TO SECTION 5J-17.051, FLORIDA ADMINISTRATIVE CODE. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. FLORIDA ADMINISTRATIVE CODE 5J-17.062 (2)

MICHAEL E. AWAD
Digitally signed by MICHAEL E. AWAD
Date: 2022.11.02 08:07:08 -04'00'

BY: MICHAEL E. AWAD PSM No. 5574

LOCATION No: 14-32-40

PROJECT No: 220514

DATE: 11/02/2022

CHECKED BY: JMB

DRAFTED BY: JAE

DESCRIPTION

UPHAM
CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003612 LC # 0000357

THIS ITEM HAS BEEN SIGNED AND SEALED ON THE DATE AND TIME AS SHOWN HEREON; WHEN SIGNED AND SEALED BY AN ELECTRONIC SIGNATURE, PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE & SEAL MUST BE VERIFIED ON ALL ELECTRONIC COPIES.



Area of
partial ROW
vacation

363

WEST ST

CUMBERLAND AV

ANDREWS ST

PUTNAM AV

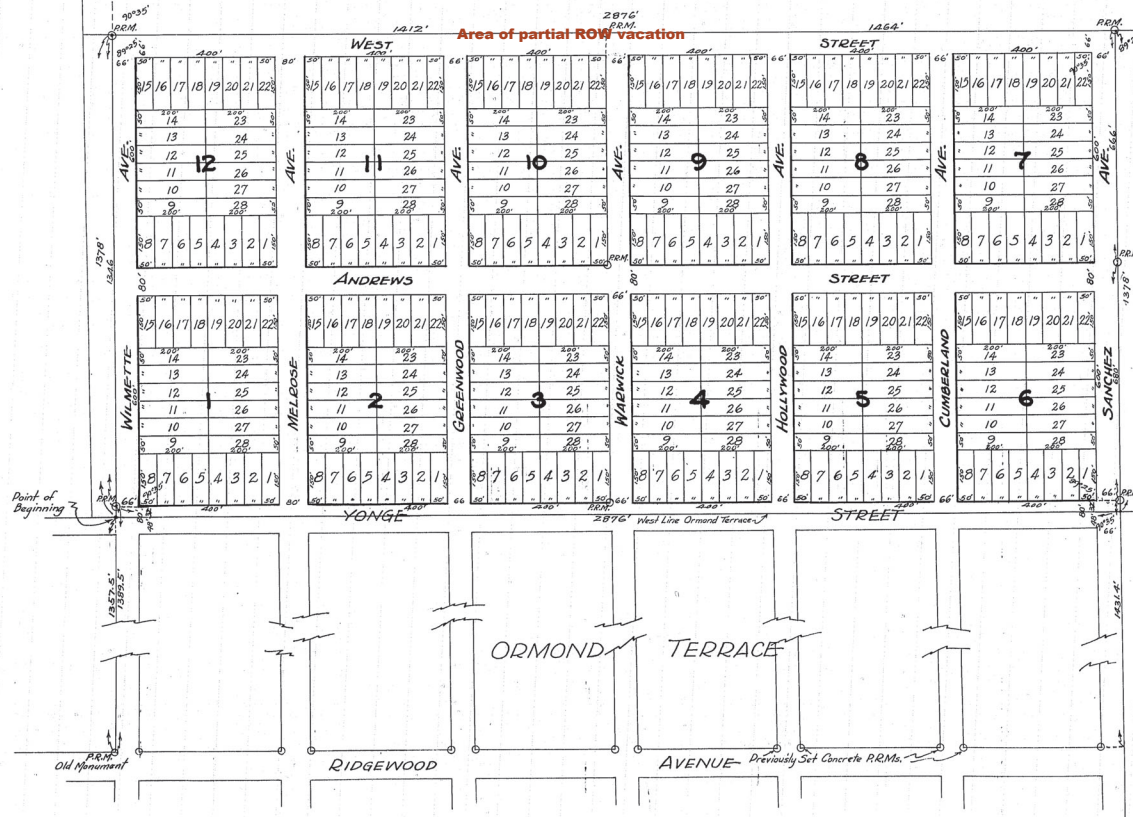
ORMOND TERRACE ANNEX

LOCATED IN THE TOWN OF ORMOND, VOLUSIA COUNTY, FLORIDA

DESCRIPTION

The land platted and shown hereon lies altogether within the Martin Hernandez Grant, surveyed by the United States as section 40, T.4S.—R.32E. and is adjacent to Ormond Terrace on the west, being more particularly described as follows:

Beginning at a point on the prolongation of S. line of Wilmette Avenue in its southwesterly direction, and 1357.5 ft distant from a concrete monument which marks the intersection of the S. line of Wilmette Avenue with the W. line of Ridgewood Avenue in Ormond Terrace and running in a southwesterly direction on said prolongation of the S. line of Wilmette Avenue a distance of 1378 ft; thence right 90°35' for a distance of 2876 ft; thence right 89°25' for a distance of 1378 ft; thence right 90°35' for a distance of 2876 ft. to the point of beginning, including 90 acres, more or less.



DEDICATION

State of Florida } ss.
County of Volusia }

American Bank & Trust Company, Trustee, hereby certifies that it is the owner of the land described and platted hereon, and that it has caused same to be subdivided and platted as shown, and does hereby dedicate to public all streets and avenues, within the property lines of same. Signed, sealed and delivered in the presence of:-

AMERICAN BANK & TRUST COMPANY, TRUSTEE
Witness: *[Signature]* Vice President
Witness: *[Signature]* Cashier

ACKNOWLEDGEMENT

State of Florida } ss.
County of Volusia }

Before me personally appeared John R. Hill and G.H. Wood, Vice-President and cashier of the American Bank & Trust Company, and personally known to me as such officers and who acknowledged the execution by them of the foregoing dedication for the purpose therein expressed. Witness my hand and seal this 11th day of January, 1926.

My commission expires July 1, 1930. *[Signature]* Notary Public

I hereby certify that this map is a correct representation of the land platted, and that permanent reference monuments have been placed as required under Sec. 7 of the Survey Laws of Florida, 1925.

[Signature]
SURVEYOR
ATLANTIC ENGINEERING CO., DAYTONA BEACH, FLA.

Approved for record this 5th day of January, 1926.

[Signature]
JOHN W. ROBINSON, PLAT
ORMOND TOWN COUNCIL

Verified in compliance with Survey Laws of 1925 and filed for record this JAN 10 1926

[Signature]
JAMES J. JONES
CLERK

[Quoted text hidden]
[Quoted text hidden]
[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]
[Quoted text hidden]

[Quoted text hidden]

Joseph Edwards | Survey Manager

265 Kenilworth Ave. | Ormond Beach, FL 32174

O: 386.672.9515 X 202 | F: 386.673.6554

W: uphaminc.com | E: jaedwards@uphaminc.com

Celebrating 50 Years of Business!

From: Megan Ford <meganford1320@gmail.com>
Sent: Thursday, May 12, 2022 9:39 AM
To: Joe Edwards <jaedwards@uphaminc.com>
Subject: 363 Putnam Avenue Survey & Documents

Thanks for your call this morning!

Please find attached the survey and all relevant documents pertaining to our goal of building a dock on the west side of the property along the waterway. We believe that the owner is the State of Florida TIITF address of 3900 Commonwealth Blvd Ste 115 Tallahassee FL per the city of Ormond Beach.

Looking forward to hearing from you!

Best,

Megan Ford



May 12, 2022

Megan and Casey Ford
363 Putnam Ave
Ormond Beach, FL 32174

RE: PROPOSED VACATION OF THE SIDE RIGHT OF WAY PARCEL 1: THE WESTERLY 100 FEET OF LOT 15 AND LOT 16, BLOCK 8, ORMOND TERRACE ANNES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORD IN MAP BOOK 10, PAGE 137 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. PARCEL 2: THE WESTERLY 100 FEET OF LOTS 17 AND 18 , BLOCK 8, ORMOND TERRACE ANNEX, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGE 137 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

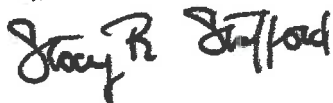
To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced "Easements" which is also described in the attached survey map.

Spectrum has "no objection" to the vacation of the utility easement of the above mentioned property as described in the attached "Exhibit A" and survey map.

If you have any questions regarding this, please contact me.

Sincerely,



Stacy R. Stafford
Charter Spectrum
Construction Supervisor
(407) 532-8614

LEGAL DESCRIPTION: PARCEL 1: THE WESTERLY 100 FEET OF LOT 15 AND LOT 16, BLOCK 8, ORMOND TERRACE ANNEX, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGE 137 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. PARCEL 2: THE WESTERLY 100 FEET OF LOTS 17 AND 18, BLOCK 8, ORMOND TERRACE ANNEX, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGE 137 OF THE PUBLIC RECORDS OF COUNTY, FLORIDA.



363 PUTNAM AVENUE
ORMOND BEACH, FL

**SOUTHERN TITLE
HOLDING
COMPANY, LLC.**

Long Surveying, Inc.

"Specializing in Residential Surveying"

LB No. 7371
1061 S. Sun Dr. Ste. #1113
Lake Mary, FL 32746
Office 407-330-9717
Fax 407-330-9775
www.longsurveying.com

DRAWN BY
KZR GG

CHECKED BY
BRETT

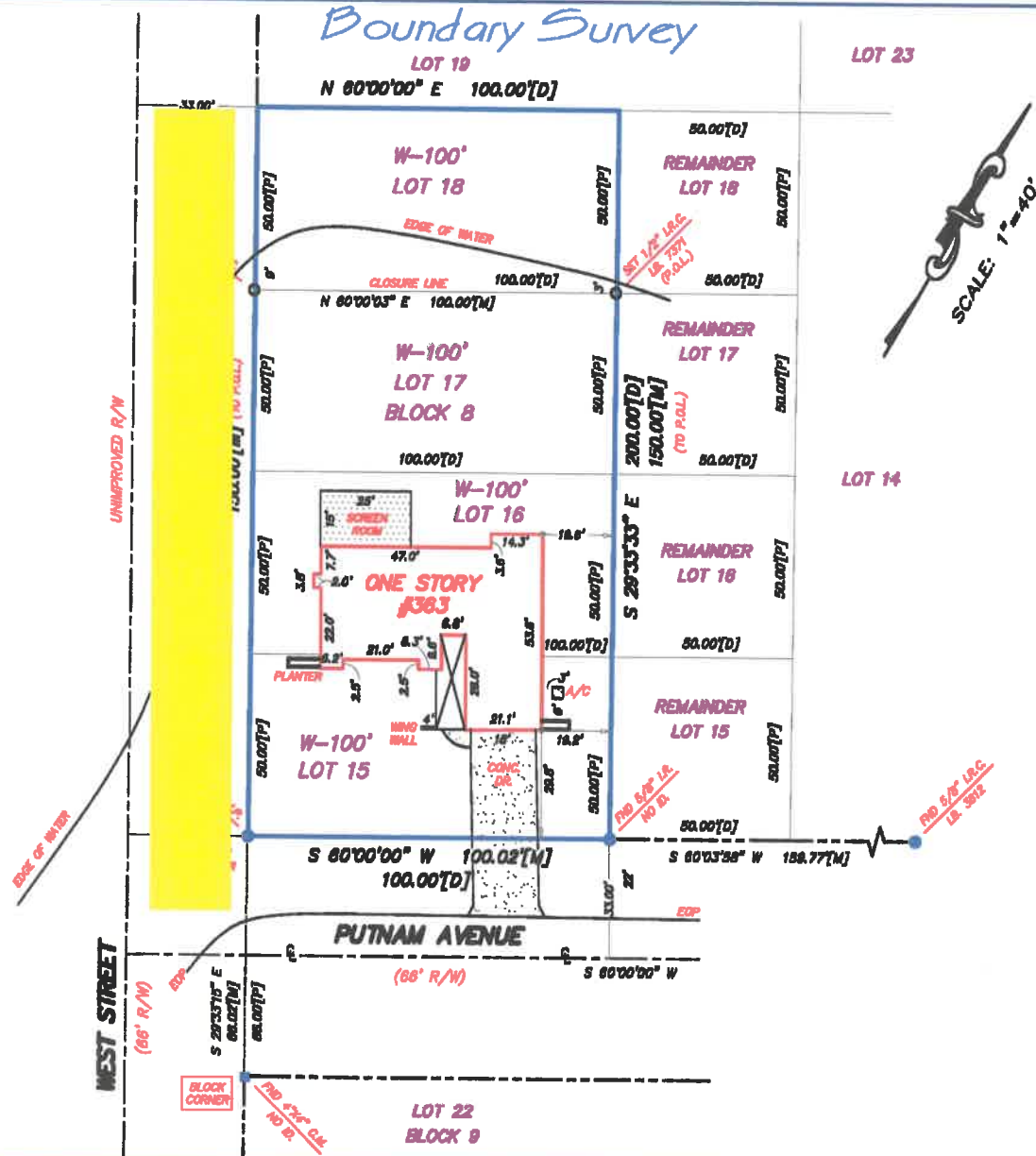
CERTIFIED TO:
CASEY EDWARD FORD AND MEGAN MARIE FORD
SOUTHERN TITLE HOLDING COMPANY, LLC.
STEWART TITLE GUARANTY COMPANY
FBC MORTGAGE, LLC

COMBINATION NO:
125136
PARCEL:
0212
FLOOD ZONE:
AE

FLUSH DATE
09/29/17

SURVEY NO.
106839

FIELD DATE
04/16/20



A/C - AIR CONDITIONER
A/E - ALLEY EASEMENT
B.C. - BLOCK CORNER
B.L.K. - BLOCK
C.B. - CONCRETE BLOCK
C.B.E. - CONCRETE BLOCK STRUCTURE
C.M. - CONCRETE MONUMENT
C.M.C. - CONCRETE
D. - DEED
D.E. - DRAINAGE EASEMENT
E.O.P. - EDGE OF PAVEMENT
F.C.C. - FOUND CROSS CUT
F.F.E. - FINISHED FLOOR ELEVATION
F.M. - FOUND
I.D. - IDENTIFICATION
I.P. - IRON PIPE
I.R. - IRON ROD
I.R.C. - IRON ROD & CAP
L. - ARC LENGTH
L.B. - LAND SURVEYING BUSINESS
L.S. - LAND SURVEYOR
L.E. - LANDSCAPE EASEMENT
M. - MEASURED
M.E. - MAINTENANCE EASEMENT
M.O. - MAIL AND OIL
P. - PLAT
P.E. - PEDESTRIAN EASEMENT
P.C. - POINT OF CURVATURE
P.C.C. - POINT OF COMPOUND CURVATURE
P.C.P. - PERMANENT CONTROL POINT
P.L. - PROPERTY LINE
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
P.O.L. - POINT ON LINE
P.R.C. - POINT OF REVERSE CURVE
P.R.M. - PERMANENT REFERENCE MONUMENT
P.R.A.E. - PRIVATE DRAINAGE AND ALLEY EASEMENT
P.T. - POINT OF TANGENT
R. - RADIAL
R/W - RIGHT-OF-WAY
S.W. - SIDEWALK
U.E. - UTILITY EASEMENT
W.F.S. - WOOD FRAME STRUCTURE

— — — — — RIGHT-OF-WAY LINE
— — — — — CENTERLINE
— — — — — BARE WIRE FENCE
— — — — — WOOD FENCE
— — — — — CHAIN LINK FENCE
— — — — — PLASTIC FENCE

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF PUTNAM AVENUE BEING S 80°00'00" W ASSUMED

NOTES:
1) This survey is based on the legal description as provided by the Client.
2) The Surveyor has not abstracted the land shown hereon for easements, rights of way or restrictions of record which may affect the title or use of the land.
3) Do not reconstruct property lines from building ties.
4) No fencing or overhangs have been located except as shown.
5) No improvements or utilities have been located except as shown.
6) Not valid without a signature and the authenticated electronic seal or the original rubber seal of a Florida Licensed Surveyor and Mapper.

Certification: I certify that this survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 471, Part 1, Florida Administrative Code, pursuant to Section 471.01, Florida Statutes.

No. 5910
STATE OF FLORIDA
LEON L. HAMPTON P.S.M. NO. 5910



To:

Megan & Casey Ford

Property Owners - 363 Putnam Avenue, Ormond Beach, FL 32174

June 13, 2022

This is a "Letter of No Objection" to the requested vacation of the property located at 363 Putnam Avenue, Ormond Beach, FL 32174, for the Right of Way Vacation of 66' of West Street, located between 363 Putnam Avenue and Strickland Creek waterway. Please accept this letter as notification.

Attached sketch:



Right of Way sketch
and description 363 F

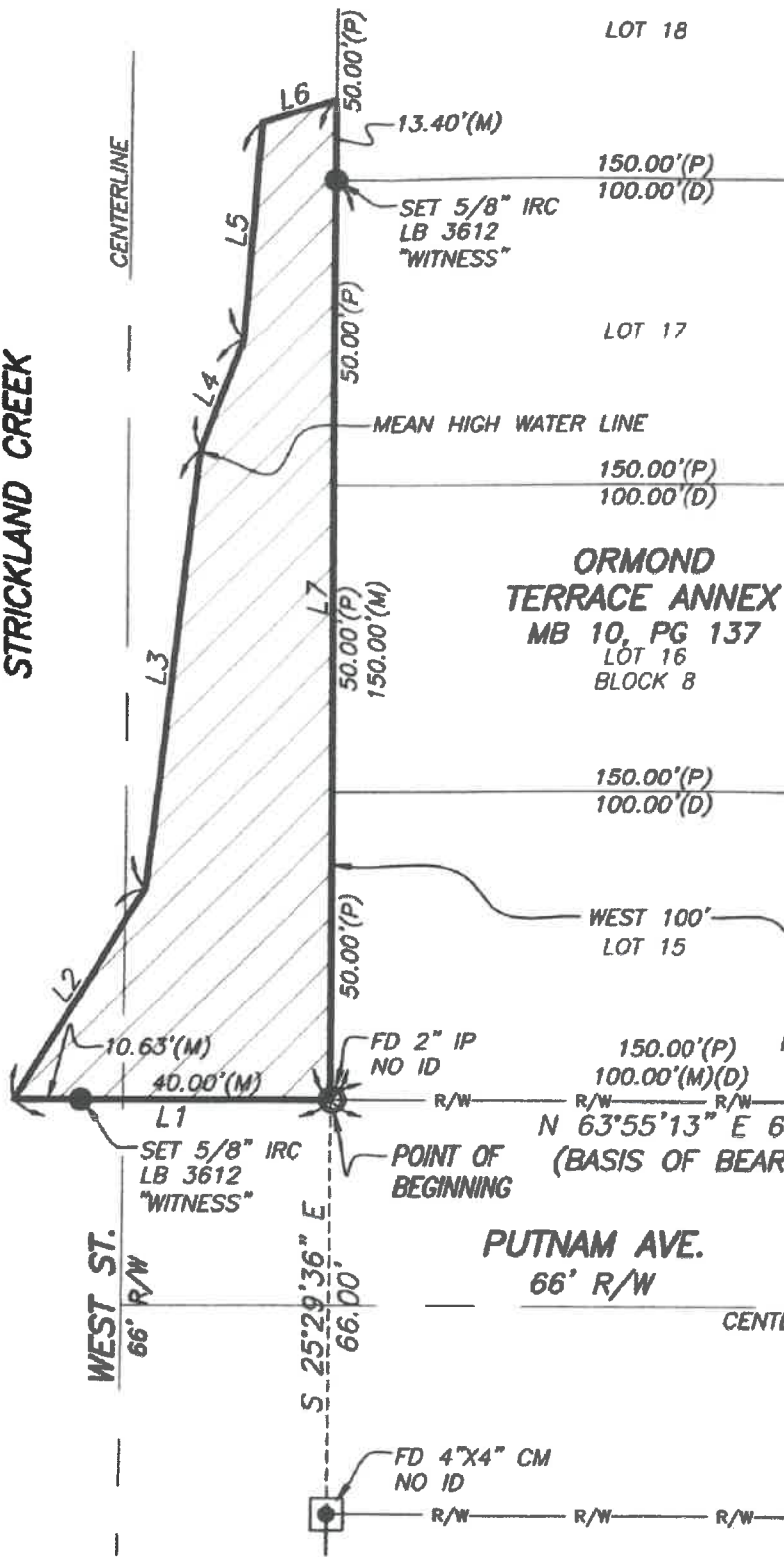
Sincerely,

James Franklin
AT&T Engineer
1500 Herbert St
Port Orange, FL 32129
c. (772) 332-2493



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 63°55'13" W	50.63'
L2	N 05°36'19" E	40.16'
L3	N 18°43'04" W	71.92'
L4	N 05°20'55" W	19.39'
L5	N 21°22'25" W	36.00'
L6	N 46°14'57" E	12.78'
L7	S 25°29'36" E	163.40'

STRICKLAND CREEK



NOT A SURVEY

SHEET 1 OF 2

SEE SHEET 2 OF 2 FOR
CERTIFICATION AND
SURVEYOR'S SIGNATURE

LOCATION No: 14-32-40

PROJECT No: 220514

DATE: 06/08/2022

CHECKED BY: JMB

DRAFTED BY: JAE

SKETCH



DESCRIPTION:

A PORTION OF LAND LYING WESTERLY OF AND ADJOINING THE WESTERLY 100 FEET OF LOTS 15, 16, 17 AND 18 BLOCK 8, ORMOND TERRACE ANNEX, AS RECORDED IN MAP BOOK 10, PAGE 137, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, SAID LAND BEING A PORTION OF WEST STREET, A 66 FOOT PLATTED RIGHT-OF-WAY PER SAID ORMOND TERRACE ANNEX AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE SOUTHWEST CORNER OF SAID LOT 15, THENCE RUN S 63°55'13" W ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 15, SAID LINE ALSO BEING THE WESTERLY EXTENSION OF THE NORTHERLY RIGHT-OF-WAY OF PUTNAM AVENUE, A 66 FOOT RIGHT-OF-WAY PER SAID ORMOND TERRACE ANNEX FOR A DISTANCE OF 50.63 FEET TO A POINT ON THE MEAN HIGH WATER LINE; THENCE N 05°36'19" E FOR A DISTANCE OF 40.16 FEET; THENCE N 18°43'04" W FOR A DISTANCE OF 71.92 FEET; THENCE N 05°20'55" W FOR A DISTANCE OF 19.39 FEET; THENCE N 21°22'25" W FOR A DISTANCE OF 36.00 FEET; THENCE N 46°14'57" E FOR A DISTANCE OF 12.78 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 18, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID WEST STREET; THENCE S 25°20'36" E ALONG THE WESTERLY LINE OF SAID LOTS 15, 16, 17 AND 18 FOR A DISTANCE OF 163.40 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 4,037 SQ FT MORE OR LESS.

GENERAL NOTES:

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE GRID, NORTH AMERICAN DATUM OF 1983 (NAD83) WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENGEMANN NETWORK, A TOPCON GNSS NETWORK. AS A REFERENCE FOR THIS SURVEY, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PUTNAM AVE. HAVING A BEARING OF (S 63°55'13" W).

ABBREVIATIONS / LEGEND

INC ... INCORPORATED

L ... LINE

LB ... LICENSED BUSINESS

PSM ... PROFESSIONAL SURVEY MAPPER

CM...	4"x4" CONCRETE MONUMENT (AS NOTED)
IRC...	IRON ROD & CAP (AS NOTED)
IR...	IRON ROD (NO ID)
IPC...	IRON PIPE & CAP (AS NOTED)
IP...	IRON PIPE (NO ID)
MP...	METAL PIPE (AS NOTED)

NOT A SURVEY

SHEET 2 OF 2

THE FOREGOING SKETCH AND DESCRIPTION IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2018, AS PURSUANT TO SECTION 5J-17.051, FLORIDA ADMINISTRATIVE CODE. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, FLORIDA ADMINISTRATIVE CODE 5J-17.062 (2)

BY:

MICHAEL E. AWAD

PSM No. 5574

LOCATION No: 14-32-40

PROJECT No: 220514

DATE: 06/08/2022

CHECKED BY: JMB

DRAFTED BY: JAE

DESCRIPTION

UPHAM
CIVIL ENGINEERING · SURVEYING · LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue · Ormond Beach · Florida 32174
Voice 386 672.9515 · Fax 386 673.6554 · uphaminc.com
LB # 0003612 LC # 0000357

THIS ITEM HAS BEEN SIGNED AND SEALED ON THE DATE AND TIME AS SHOWN HEREON; WHEN SIGNED AND SEALED BY AN ELECTRONIC SIGNATURE, PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE & SEAL MUST BE VERIFIED ON ALL ELECTRONIC COPIES.



July 5th, 2022

Megan Ford
363 Putnam Ave
Ormond Beach FL, 32174

Re: No Objection to Release Our Rights in the Platted Utility Easement
Parcel 32144003080150, The Public Records of Ormond Beach
Map Book 10, Page 37.

Please be advised that FPL does not object to the vacation of the platted utility easement as described on the attached Exhibit A.

If you have any questions regarding this matter, please contact Nicholas Rockefeller, FPL's local representative at 386-586-6476.

Thank you,

A handwritten signature in black ink, appearing to read 'Joshua Zehnder', written over a horizontal line.

Joshua Zehnder
Engineering Lead



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 63°55'13" W	50.63'
L2	N 05°36'19" E	40.16'
L3	N 18°43'04" W	71.92'
L4	N 05°20'55" W	19.39'
L5	N 21°22'25" W	36.00'
L6	N 46°14'57" E	12.78'
L7	S 25°29'36" E	163.40'

STRICKLAND CREEK

CENTERLINE

LOT 18

LOT 17

ORMOND
TERRACE ANNEX
MB 10, PG 137
LOT 16
BLOCK 8

MEAN HIGH WATER LINE

150.00'(P)
100.00'(D)

WEST 100'
LOT 15

150.00'(P)
100.00'(M)(D)
N 63°55'13" E 600.00'
(BASIS OF BEARINGS)

PUTNAM AVE.
66' R/W

CENTERLINE

ANDREWS ST.
80' R/W

POINT OF
BEGINNING

S 25°29'36" E
66.00'

FD 4"X4" CM
NO ID

R/W

R/W

R/W

R/W

R/W

R/W

SET 5/8" IRC
LB 3612
"WITNESS"

FD 2" IP
NO ID

50.00'(P)

150.00'(P)

50.00'(P)

150.00'(P)

50.00'(P)

50.00'(P)

150.00'(P)

100.00'(D)

50.00'(P)

13.40'(M)

L6

L5

L4

L3

L2

L1

10.63'(M)

40.00'(M)

66' R/W

WEST ST.

66' R/W

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DESCRIPTION:

A PORTION OF LAND LYING WESTERLY OF AND ADJOINING THE WESTERLY 100 FEET OF LOTS 15, 16, 17 AND 18 BLOCK 8, ORMOND TERRACE ANNEX, AS RECORDED IN MAP BOOK 10, PAGE 137, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, SAID LAND BEING A PORTION OF WEST STREET, A 66 FOOT PLATTED RIGHT-OF-WAY PER SAID ORMOND TERRACE ANNEX AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE SOUTHWEST CORNER OF SAID LOT 15, THENCE RUN S 63°55'13" W ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 15, SAID LINE ALSO BEING THE WESTERLY EXTENSION OF THE NORTHERLY RIGHT-OF-WAY OF PUTNAM AVENUE, A 66 FOOT RIGHT-OF-WAY PER SAID ORMOND TERRACE ANNEX FOR A DISTANCE OF 50.63 FEET TO A POINT ON THE MEAN HIGH WATER LINE; THENCE N 05°36'19" E FOR A DISTANCE OF 40.16 FEET; THENCE N 18°43'04" W FOR A DISTANCE OF 71.92 FEET; THENCE N 05°20'55" W FOR A DISTANCE OF 19.39 FEET; THENCE N 21°22'25" W FOR A DISTANCE OF 36.00 FEET; THENCE N 46°14'57" E FOR A DISTANCE OF 12.78 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 18, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID WEST STREET; THENCE S 25°29'36" E ALONG THE WESTERLY LINE OF SAID LOTS 15, 16, 17 AND 18 FOR A DISTANCE OF 163.40 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 4,037 SQ FT MORE OR LESS.

GENERAL NOTES:

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE GRID, NORTH AMERICAN DATUM OF 1983 (NAD83) WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENGEMANN NETWORK, A TOPCON GNSS NETWORK. AS A REFERENCE FOR THIS SURVEY, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PUTNAM AVE. HAVING A BEARING OF (S 63°55'13" W).

ABBREVIATIONS / LEGEND

INC ... INCORPORATED

L ... LINE

LB ... LICENSED BUSINESS

PSM ... PROFESSIONAL SURVEY MAPPER

☒	CM...	4"x4" CONCRETE MONUMENT (AS NOTED)
☒	IRC...	IRON ROD & CAP (AS NOTED)
☒	IR...	IRON ROD (NO ID)
☒	IPC...	IRON PIPE & CAP (AS NOTED)
☒	IP...	IRON PIPE (NO ID)
☒	MP...	METAL PIPE (AS NOTED)

NOT A SURVEY

SHEET 2 OF 2

THE FOREGOING SKETCH AND DESCRIPTION IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2018, AS PURSUANT TO SECTION 5J-17.051, FLORIDA ADMINISTRATIVE CODE. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, FLORIDA ADMINISTRATIVE CODE 5J-17.062 (2)

BY:

MICHAEL E. AWAD

PSM No. 5574

LOCATION No: 14-32-40

PROJECT No: 220514

DATE: 06/08/2022

CHECKED BY: JMB

DRAFTED BY: JAE

DESCRIPTION

UPHAM
CIVIL ENGINEERING-SURVEYING-LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003612 LC # 0000357

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5/13/2022

To: Megan & Casey Ford
363 Putnam Ave.
Ormond Beach, FL 32174

RE: Vacate of Right-Of-Way
363 Putnam Ave.
Ormond Beach, FL 32174

40-14-32 W 100 FT OF LOTS 15 16 17 & 18 BLK 8
ORMOND TERRACE ANNEX MB 10 PG 137 PER OR 2486
PG 0607 PER OR 2382 PG 0347 PER OR 7844 PG 0854

From: TECO Peoples Gas

To: Whom It May Concern,

Thank you for contacting TECO Peoples Gas Company regarding the vacate of Right-Of-Way at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request. TECO-PGS does not have any active facilities in this specified area. Furthermore, TECO-PGS has no objection to construction of buildings, structures, and other improvements within all or any portion of the easement or right-of-way.

If you have further questions, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joan Domning".

Joan Domning
Administrative Specialist, Senior
Peoples Gas-Distribution Engineering
8416 Palm River Road
Tampa, FL 33619
Office: 813-275-3783

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 8.G
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-03	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	Small Scale Comprehensive Plan Land Use Map Amendment, 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue			
Budget Impact:	There is no budget impact as the result of this land use amendment.			
Summary:	This is a request from Robert A. Merrell, III, Esquire, Cobb Cole, on behalf of property owner, Ormond Beach Holdings, LLC, for a Small-Scale Comprehensive Plan Land Use Map amendment.			
Recommended Action:	It is recommended the City Commission approve the Future Land Use Map amendment for approximately 4.25 acres located at 264 South Atlantic Ave, 225 Magnolia Dr, and 300 South Atlantic Ave from "Public/Institutional" to "Low Intensity Commercial" for approximately 0.76 acres and from "Public/Institutional" to "Low Density Residential" for approximately 3.49 acres. If approved, City staff would transmit the land use amendment to the Volusia County Growth Management Commission and the State Department of Economic Opportunity. The Planning Board recommended approval of the amendment with a 5-0 vote at the December 5, 2022 meeting.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		12/19/2022		
Claire Whitley, Assistant City Manager		12/19/2022		
Joyce Shanahan, City Manager		12/20/2022		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: January 10, 2023
Subject: Small Scale Comprehensive Plan Land Use Map Amendment, 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue

Commission Goal: Community Development - Other

Introduction

This is a request from Robert A. Merrell, III, Esquire, Cobb Cole, on behalf of the property owner, Ormond Beach Holdings, LLC, for a Small-Scale Comprehensive Plan Land Use Map amendment for approximately 4.25 acres located at 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue from "Public/Institutional" to "Low Intensity Commercial" for approximately 0.76 acres and from "Public/Institutional" to "Low Density Residential" for approximately 3.49 acres.

Background

The subject area has a current land use designation of "Public Institutional" and a zoning classification of B-1, Professional Office/Hospital and R-3, Single-Family Medium Density. The property was a former hospital/medical building of 114,100 square feet that was demolished in 2019. This application seeks a land use amendment to allow a "Low Intensity Commercial" land use for approximately 0.76 acres and a "Low Density Residential" land use for approximately 3.49 acres. The application is part of multiple applications that seek to allow: (1) a Planned Business Development for a five (5) story hotel of approximately 95,700 square feet with 137 rooms and parking, including a remote lot on the west side of South Atlantic Avenue, and associated site improvements, and (2) the subdivision of 3.49 acres into fifteen (15) single-family lots and associated site improvements.

Discussion

Ormond Beach Holdings, LLC has a total of five (5) applications at 251 South Atlantic Avenue, 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. In addition to this application, the following applications are in process:

1. **PBD 2022-018(B)(1) – Zoning Map Amendment:** Location: 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue. Request: An amendment from the existing zoning district designations of B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development.
2. **PBD 2022-018(B)(2) – Issue of a Development Order:** Location: 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue. Request: Request to allow the construction of a five (5) story hotel of approximately 95,700 square feet with 137 rooms and parking, including a remote lot on the west side of South Atlantic Avenue.
3. **RZ 2022-018(D) – Zoning Map Amendment:** Location: A portion of 264 South Atlantic Avenue, a portion of 225 Magnolia Avenue and a portion of 300 South Atlantic Avenue. Request: A zoning map amendment from the existing zoning district designation of B-1, Professional Office/Hospital to R-3, Single-Family Medium Density.
4. **PP 2022-018(C) – Tides Edge Preliminary Plat:** Location: A portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. Request: Subdivision of 3.49 acres into fifteen (15) single-family lots and associated site improvements. The land use amendment is required to allow the residential subdivision. **NOTE:** This item is a Resolution and has only one reading that is scheduled for January 24, 2023.

The existing and proposed land use entitlements for the subject property are as follows:

Parcel size:	4.25± acres		
Allowed entitlements	Existing PI land use	Proposed LIC (0.79 acres) land use	Proposed LDR (3.49 acres) land use
Maximum density (residential) units per acre	0	10	4.3
Maximum floor area ratio (commercial or institutional)	0.8	0.6	0.2

The existing “Public/Institutional” land use allows a theoretical maximum of 0 residential units and institutional uses with a maximum building size of 148,104 square feet. The proposed “Low Intensity Commercial” land use allows a theoretical maximum of 7 residential units and commercial uses with a maximum building size of 19,863 square feet. The proposed “Low Density Residential” land use allows a theoretical maximum of 15 residential units and institutional uses with a maximum building size of 30,405 square feet. The land use amendment would reduce the theoretical maximum development of traffic, water and sewer.

Planning Board

The Planning Board reviewed the land use map amendment at the December 5, 2022

meeting and recommended approval with a 5-0 vote. The Planning Board discussed all five (5) applications as one item. A summary of key points of individuals who spoke at the Planning Board include: Projects were positive but there were additional details sought on the hotel and single-family subdivision.

1. Inquiries about the single-family subdivision development, including drainage, allowed height, and construction schedule.
2. Remote parking should have surveillance cameras.
3. There is a desire for a medical emergency room facility on the beachside.
4. Suggestion to place the remote parking lot access onto South Atlantic Avenue. The project traffic engineer stated that the Florida Department of Transportation would not allow a South Atlantic Avenue access point.
5. Discussion of the proposed crosswalk on South Atlantic Avenue.
6. Discussion of the drainage of the single-family subdivision.
7. Concerns about traffic for the proposed single-family development, especially with the Dunkin Donuts and the high school.
8. Climate change and beach erosion should be considered.

Planning Board members noted that the project complied with the height limits, provided beach access for pedestrians, would construct a modern hotel, and provided a compatible use next to the existing single-family neighborhood. The Planning Board minutes are attached to this item.

Budget Impact

There is no budget impact as the result of this land use amendment.

Citizen Impact

There is no citizen impact anticipated with this land use amendment. The land use establishes the framework for the zoning and site development applications.

Recommendation

It is recommended the City Commission approve the Future Land Use Map amendment for approximately 4.25 acres located at 264 South Atlantic Ave, 225 Magnolia Dr, and 300 South Atlantic Ave from "Public/Institutional" to "Low Intensity Commercial" for approximately 0.76 acres and from "Public/Institutional" to "Low Density Residential" for approximately 3.49 acres. If approved, City staff would transmit the land use amendment to the Volusia County Growth Management Commission and the State Department of Economic Opportunity. The Planning Board recommended approval of the amendment with a 5-0 vote at the December 5, 2022 meeting.

Attachments:

1. 23-03 OB Holdings, LLC land use amendment (P22-0198G)
2. Exhibit A, Legal Description

3. Exhibit B, 225Mag_264_300A1A_AmendFLUMap
4. 11.10.2022, Land Use Amendment, Ormond Beach Holdings, LLC, PB Staff Report
5. Draft PB Minutes, OBH, LLC Land Use Amendment

Approvals:



Kelly McGuire, Finance Director

Date: December 19, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022



Joyce Shanahan, City Manager

Date: December 20, 2022

ORDINANCE NO. 2023-03

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF THREE PARCELS OF REAL PROPERTY TOTALING 4.25± ACRES LOCATED AT 264 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-18-06-0010), 225 MAGNOLIA DRIVE (VOLUSIA COUNTY PARCEL NUMBER 4214-20-04-0010), AND 300 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-20-02-0010) FROM “PUBLIC/INSTITUTIONAL” TO “LOW INTENSITY COMMERCIAL” FOR APPROXIMATELY 0.76 ACRES AND FROM “PUBLIC/INSTITUTIONAL” TO “LOW DENSITY RESIDENTIAL” FOR APPROXIMATELY 3.49 ACRES; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ormond Beach Holdings, LLC, a Florida limited liability company (“Applicant/Property Owner”) is the fee simple owner of certain real property consisting of approximately 4.25 acres located at 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue (Volusia County parcel numbers: 4214-18-06-0010, 4214-20-04-0010, and 4214-20-02-0010), which is legally described and depicted in Exhibit “A” (“Property”) attached hereto and incorporated herein, and

WHEREAS, the Applicant/Property Owner has submitted an application to amend the City’s Comprehensive Land Use Plan (“*Comprehensive Plan*”) by changing the Future Land Use Map designation for the Property described and depicted in Exhibit “A”, from “Public/Institutional” to “Low Intensity Commercial” for approximately 0.76 acres; and from

“Public/Institutional” to “Low Density Residential” for approximately 3.49 acres, as depicted in Exhibit “B” attached hereto and incorporated herein, and

WHEREAS, the Applicant has requested the proposed small-scale land use *Comprehensive Plan* amendment be reviewed and acted upon concurrently with the accompanying rezoning applications (Ordinance Nos. 2023-04 and 2023-06) pursuant to Section 163.3184(12), *Florida Statutes*, and

WHEREAS, under the statute, the change in zoning is contingent upon the proposed *Comprehensive Plan* amendment becoming effective, and

WHEREAS, the City Commission has approved Ordinance No. 90-36, as subsequently amended, adopting a *Comprehensive Plan* in accordance with Part II, Chapter 163, *Florida Statutes*, and

WHEREAS, the proposed *Comprehensive Plan* amendment involves a use of fifty (50) acres or less, and

WHEREAS, the proposed *Comprehensive Plan* amendment does not involve a text change to the goals, policies, and objectives of the City's *Comprehensive Plan*, but only proposes a land use change to the Future Land Use Map for small scale development activity, and

WHEREAS, the proposed *Comprehensive Plan* amendment is not located within an area of critical state concern, and

WHEREAS, the Planning Board, as the City’s local planning agency, duly held a public hearing, with due public notice, and recommends approval of the proposed *Comprehensive Plan* amendment, and

WHEREAS, the City Commission has conducted public hearings on the proposed *Comprehensive Plan* amendment, as described in §163.3184(11), *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the proposed *Comprehensive Plan* amendment will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to §163.3177, *Florida Statutes*, and

WHEREAS, the proposed *Comprehensive Plan* amendment shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. The Future Land Use designation of three parcels of real property totaling 4.25± acres located at 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue, Ormond Beach, Florida (Volusia County parcel numbers: 4214-18-06-0010, 4214-20-04-0010, and 4214-20-02-0010), as legally described and depicted in Exhibit “A” and the Future Land Use Map of the City of Ormond Beach *Comprehensive Plan* attached hereto, is changed from “Public/Institutional” to “Low Intensity Commercial” for approximately 0.76 acres; and from “Public/Institutional” to “Low Density Residential” for approximately 3.49 acres, as described and depicted in Exhibit “B”.

SECTION THREE. In order to make the City of Ormond Beach Comprehensive Plan, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the City of Ormond Beach Comprehensive Plan and the amendments thereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION FOUR. The Planning Director is hereby authorized and directed to transmit copies of this Ordinance, and the public hearing notice within ten (10) business days of the date of approval hereof, to the Volusia County Growth Management Commission in accordance with Section 202.3 of the Charter of Volusia County, Florida; and to the Florida Department of Economic Opportunity, and to any other person or entity requesting a copy.

SECTION FIVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. Pursuant to §163.3187(5)(c), *Florida Statutes*, the effective date of this *Comprehensive Plan* amendment shall be 31 days after the adoption of this ordinance (February 24, 2023); provided, however, that if challenged within 30 days after adoption (February 23, 2023), this *Comprehensive Plan* amendment shall not become effective until the Department of Economic Opportunity or the Administration Commission, if applicable, issues a final order determining that the adopted small scale development amendment is in compliance with the Local Government Comprehensive Planning and Land Development Regulation Act; and pursuant to Section 202.3 of the Charter of Volusia County, Florida will become final upon a certification of consistency from the Volusia Growth Management Commission.

PASSED UPON at the first reading of the City Commission, this 10th day of January, 2023.

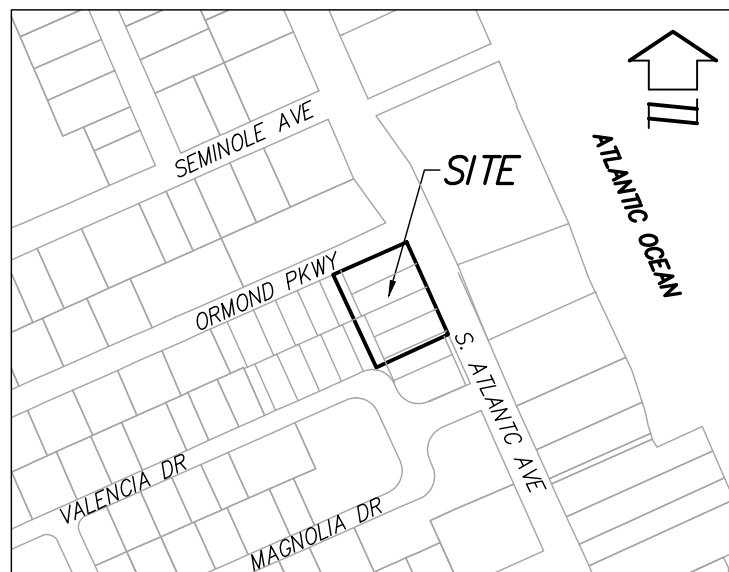
PASSED UPON at the second and final reading of the City Commission, this 24th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"
Page 1 of 9



VICINITY MAP
SCALE: 1"=400'

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (SOUTH ATLANTIC AVENUE), AS BEING S23°53'59"E.
2. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
5. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 07/10/2022 PER FAC 5J-17.062(2).



WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
DATE
NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 3

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

PARKING LOT PARCEL

SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

BLACKSTREAM

DATE: 07/11/22
REV DATE:
SCALE 1" = 60'

PROJ: 50140578
DRAWN BY: MCD
CHECKED BY: WDD

LEGAL DESCRIPTION:

PARKING LOT PARCEL

A PORTION OF LOTS 1 THROUGH 3, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKEFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 40.00 FEET OF LOT 8, BLOCK F OF SAID ORMOND PARKWAY; THENCE RUN N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 282.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 153.07 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (SR A1A), A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79080-2504; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: S25°31'09"E, A DISTANCE OF 104.03 FEET; THENCE RUN N65°55'24"E, A DISTANCE OF 2.10 FEET; THENCE RUN S23°53'59"E, A DISTANCE OF 108.55 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY RUN S65°23'30"W, A DISTANCE OF 155.47 FEET; THENCE RUN N24°36'30"W, A DISTANCE OF 214.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 33066.51 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

SHEET 2 OF 3

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

PARKING LOT PARCEL

SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY

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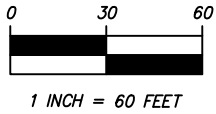
PROJ: 50140578
DRAWN BY: MCD
CHECKED BY: WDD

EXHIBIT "A"

Page 3 of 9

LEGEND:

POC POINT OF COMMENCEMENT
 PRC POINT OF REVERSE CURVATURE
 PCP POINT OF COMPOUND CURVATURE
 PNT POINT OF NON-TANGENCY
 PT POINT OF TANGENCY
 R/W RIGHT OF WAY
 ORB OFFICIAL RECORDS BOOK
 PB PLAT BOOK
 PG(S) PAGE(S)
 L LENGTH
 R RADIUS
 C CHANGE IN DIRECTION
 CB CHORD BEARING
 CH CHORD LENGTH
 SF SQUARE FEET
 AC ACRES
 SEC SECTION



NORTH R/W
(ORMOND PKWY)

POC

NW CORNER OF THE EAST
40.00' OF LOT 8, BLOCK
F

POINT OF
BEGINNING

ORMOND PARKWAY
PAVED - PUBLIC
MAINTAINED ROAD
60' R/W PER MAP SECTION
79080-2504

N65°55'24"E 153.07'

N65°55'24"E 282.98'

SOUTH R/W
(ORMOND PKWY)

N LINE OF
BLOCK "F"

LOT 5 BLOCK "F"

LOT 4 BLOCK "F"

LOT 3 BLOCK "F"

N24°36'30"W 214.00'

LOT 1 BLOCK "F"
ORMOND PARKWAY
(PB. 11, PG. 19)

LOT 2 BLOCK "F"

PARKING LOT
PARCEL

LOT 4 BLOCK "A"

LOT 3 BLOCK "A"
ROCKEFELLER HEIGHTS
(PB. 21, PG. 40)

LOT 5 BLOCK "A"

LOT 2 BLOCK "A"

LOT 1 BLOCK "A"

VALENCIA DR

60' R/W PER
ROCKEFELLER HEIGHTS
(PB. 21, PG. 40)

LOT 1 BLOCK "D"
ROCKEFELLER HEIGHTS
(PB. 21, PG. 40)

S65°23'30"W 155.47'

S23°53'59"E 108.55'

S25°31'09"E 104.03'

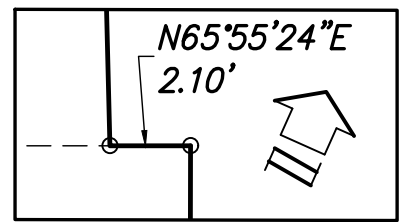
WEST R/W
(A-1-A)

A-1-A (ATLANTIC AVENUE)
PAVED - PUBLIC MAINTAINED
VARIABLE WIDTH R/W PER FDOT
MAP SECTION 79080-2504

EAST R/W
(A-1-A)

SEE DETAIL
"A"

DETAIL "A"
SCALE: 1"=5'



SHEET 3 OF 3

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

PARKING LOT PARCEL

SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY

FLORIDA



Dewberry

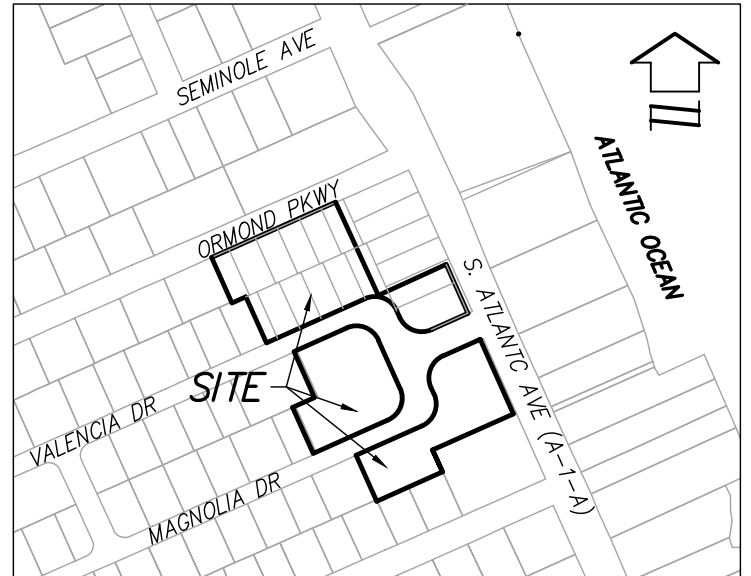
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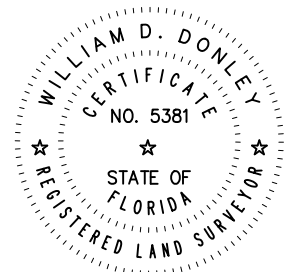


VICINITY MAP

SCALE: 1"=400'

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (SOUTH ATLANTIC AVENUE), AS BEING S23°53'59"E.
2. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
5. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 07/06/2022 PER FAC 5J-17.062(2).



WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
DATE
NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 6

(SEE SHEET 1 FOR NOTES, CERTIFICATION, & VICINITY MAP)
(SEE SHEET 2-3 FOR DESCRIPTION OF DESCRIPTION)
(SEE SHEET 4-6 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**ORMOND REMAINDER
PARCELS**

SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY

FLORIDA



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DRAWN BY: MCD
CHECKED BY: WDD

LEGAL DESCRIPTION:

PARCEL 1

PARCEL SOUTH OF ORMOND PARKWAY AND NORTH OF VALENCIA DRIVE: A PORTION OF BLOCK "A", ROCKEFELLER HEIGHTS, AS PER MAP RECORDED IN MAP BOOK 21, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PORTION OF BLOCK "F", ORMOND PARKWAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 19, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF THE EASTERLY 40.00 FEET OF LOT 8, SAID BLOCK "F": THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK "F", A DISTANCE OF 282.98 FEET; THENCE DEPARTING SAID NORTH LINE OF BLOCK "F", RUN SOUTH 24 DEGREES, 36 MINUTES, 30 SECONDS EAST, A DISTANCE OF 214.00 FEET; THENCE RUN NORTH 65 DEGREES, 23 MINUTES, 30 SECONDS EAST, DISTANCE OF 155.47 FEET TO THE CURRENT (1996) WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A); THENCE SOUTH 23 DEGREES, 53 MINUTES, 59 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF-WAY LINE, 111.41 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20 FEET AND A CENTRAL ANGLE OF 3 DEGREES 53 MINUTES 57 SECONDS; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 1.36 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 63 DEGREES, 58 MINUTES, 25 SECONDS WEST, A DISTANCE OF 1.36 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 81.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES, 04 MINUTES, 36 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID BLOCK "A", 15.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES, 04 MINUTES, 36 SECONDS WEST, A DISTANCE OR 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 225.00 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 10, SAID BLOCK "A"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WEST LINE OF THE SAID EAST 1/2 OF LOT 10, 105.00 FEET TO AN IRON PIPE MARKING THE NORTHWEST CORNER OF SAID EAST 1/2 OF LOT 10; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOT 8, SAID BLOCK "F", ORMOND PARKWAY SUBDIVISION, 31.80 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF THE EASTERLY 40.00 FEET OF SAID LOT 8, BLOCK "F"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WEST LINE OF SAID EASTERLY 40.00 FEET OF LOT 8, BLOCK "F", 104.00 FEET TO THE POINT OF BEGINNING.

ALSO,

PARCEL 2

PARCEL SOUTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "B", ROCKEFELLER HEIGHTS, AS PER MAP RECORDED IN MAP BOOK 21, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF LOT 8, SAID BLOCK "B"; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "B", 150.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES, 55 MINUTES, 24 SECONDS EAST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF LOT 1, SAID BLOCK "B", 15.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE NORTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES, 55 MINUTES, 24 SECONDS EAST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST,

SHEET 2 OF 6

(SEE SHEET 1 FOR NOTES, CERTIFICATION, & VICINITY MAP)

(SEE SHEET 2-3 FOR DESCRIPTION OF DESCRIPTION)

(SEE SHEET 4-6 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

ORMOND REMAINDER
PARCELS

SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY

FLORIDA



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ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
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CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

BLACKSTREAM

DATE: 07/06/2022
REV DATE:
SCALE: N/A

PROJ: 50140578
DRAWN BY: MCD
CHECKED BY: WDD

LEGAL DESCRIPTION (CONTINUED)

ALONG THE NORTHERLY LINE OF LOT 1, SAID BLOCK "B", 81.28 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES, 01 MINUTES, 44 SECONDS; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 3.15 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 70 DEGREES, 26 MINUTES, 16 SECONDS EAST, A DISTANCE OF 3.15 FEET TO THE END OF SAID CURVE AND TO A POINT ON THE CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE; THENCE SOUTH 24 DEGREES, 03 MINUTES, 01 SECONDS EAST, ALONG THE SAID CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE, 169.75 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LOT 3, SAID BLOCK "B"; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 3, 184.34 FEET TO THE IRON PIPE MARKING THE NORTHWEST CORNER OF THE SOUTHERLY 50.00 FEET OF LOT 5, SAID BLOCK "B"; THENCE SOUTH 24 DEGREES, 04 MINUTES, 36 SECONDS EAST, ALONG THE EASTERLY LINE OF LOT 6, SAID BLOCK "B", 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "B", 150.00 FEET TO THE SOUTHWEST CORNER OF LOT 8; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 10, 105.00 FEET TO THE POINT OF BEGINNING.

ALSO,

PARCEL 3

PARCEL SOUTH OF VALENCIA DRIVE AND NORTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "D", ROCKEFELLER HEIGHTS, AS PER MAP RECORDED IN MAP BOOK 21, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE IRON PIPE AND CAP MARKING THE NORTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "D", 120.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE EASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 69 DEGREES, 04 MINUTES, 36 SECONDS EAST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 24 DEGREES, 04 MINUTES, 36 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID BLOCK "D", 110.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 20 DEGREES, 55 MINUTES, 24 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID BLOCK "D", 170.00 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK "D"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 6, 105.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 6, 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 26, 105.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE PROPERTY BEING ALSO KNOWN AS:

LOTS 1, 6, 7, 8, 9, A PORTION OF LOTS 2 AND 5 AND EAST 1/2 OF LOT 10, BLOCK "A"; LOTS 1, 2, 3, AND 5, EXCEPT THE SOUTHERLY 50.00 FEET THEREOF, AND LOTS 6, 7 AND 8, BLOCK "B", LOTS 1, 2, 3, 4, 5, 6, AND 26, BLOCK "D" ' ROCKEFELLER HEIGHTS, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210. OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOTS 4, 5, 6, 7, A PORTION OF LOT 3 AND EASTERLY 40.00 FEET OF LOT 8, BLOCK "F", ORMOND PARKWAY, AS PER MAP RECORDED IN MAP BOOK 11, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS AND EXCEPT THAT PORTION TAKEN FOR ROAD RIGHT OF WAY.

CONTAINING: 151,910 SQUARE FEET OR 3.49 ACRES MORE OR LESS.

(SEE SHEET 1 FOR NOTES, CERTIFICATION, & VICINITY MAP)

(SEE SHEET 2-3 FOR DESCRIPTION OF DESCRIPTION)

(SEE SHEET 4-6 FOR SKETCH OF DESCRIPTION)

SHEET 3 OF 6

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**ORMOND REMAINDER
PARCELS**

SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

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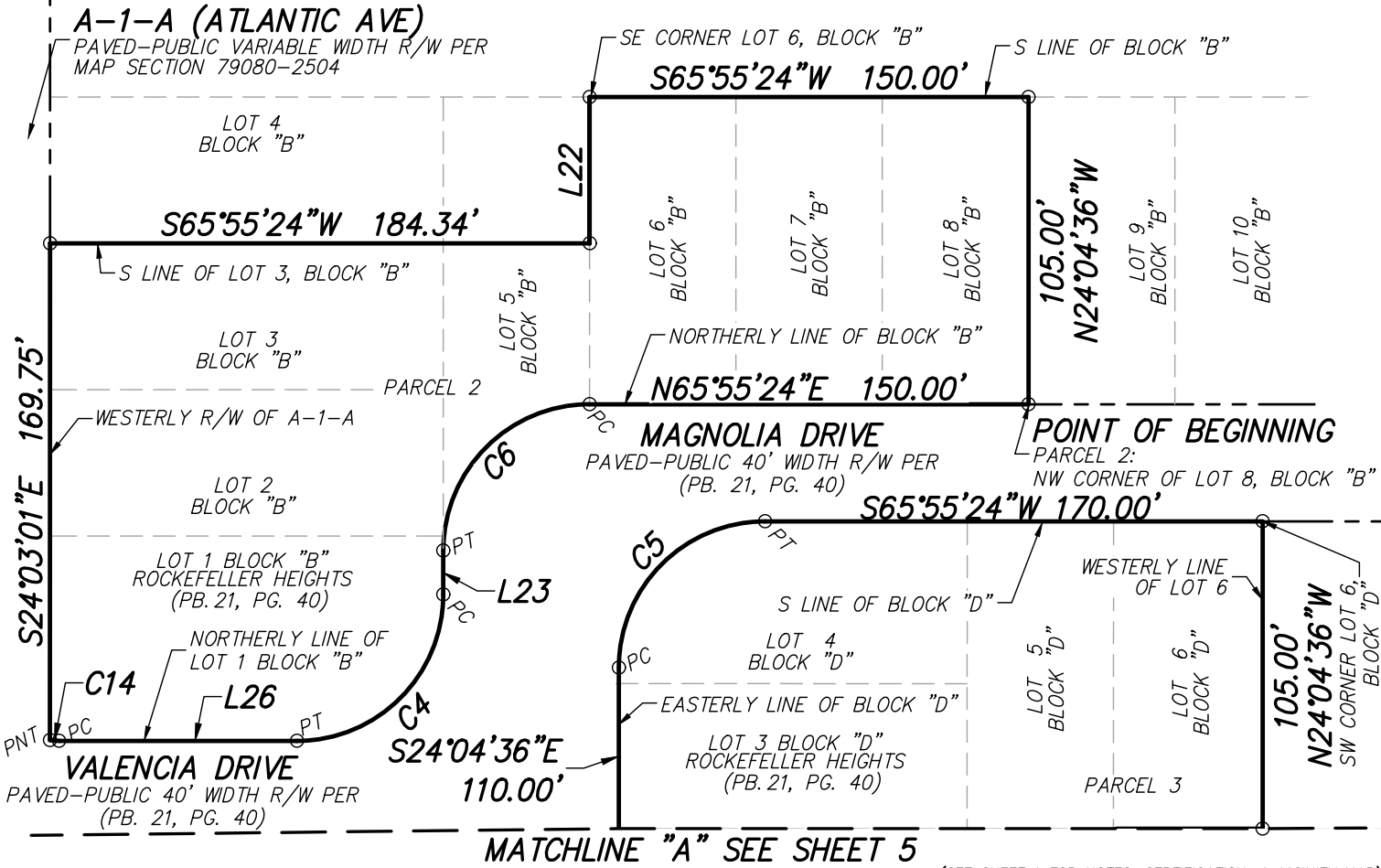
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LEGEND:

PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PNT	POINT OF NON-TANGENCY
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
L	LENGTH
R	RADIUS
A	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD LENGTH
SF	SQUARE FEET
AC	ACRES
SEC	SECTION
(M)	MEASURED DISTANCE
○	CHANGE IN DIRECTION

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C4	78.54'	50.00	90°00'00"	70.71'	N20°55'24"E
C5	78.54'	50.00	90°00'00"	70.71'	S20°55'24"W
C6	78.54'	50.00	90°00'00"	70.71'	N20°55'24"E
C14	3.15'	20.00	09°01'44"	3.15'	N70°26'16"E

LINE TABLE		
LINE	BEARING	LENGTH
L22	S24°04'36"E	50.00'
L23	N24°04'36"W	15.00'
L26	N65°55'24"E	81.28'



MATCHLINE "A" SEE SHEET 5

SHEET 4 OF 6

(SEE SHEET 1 FOR NOTES, CERTIFICATION, & VICINITY MAP)
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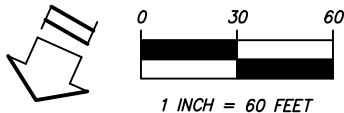
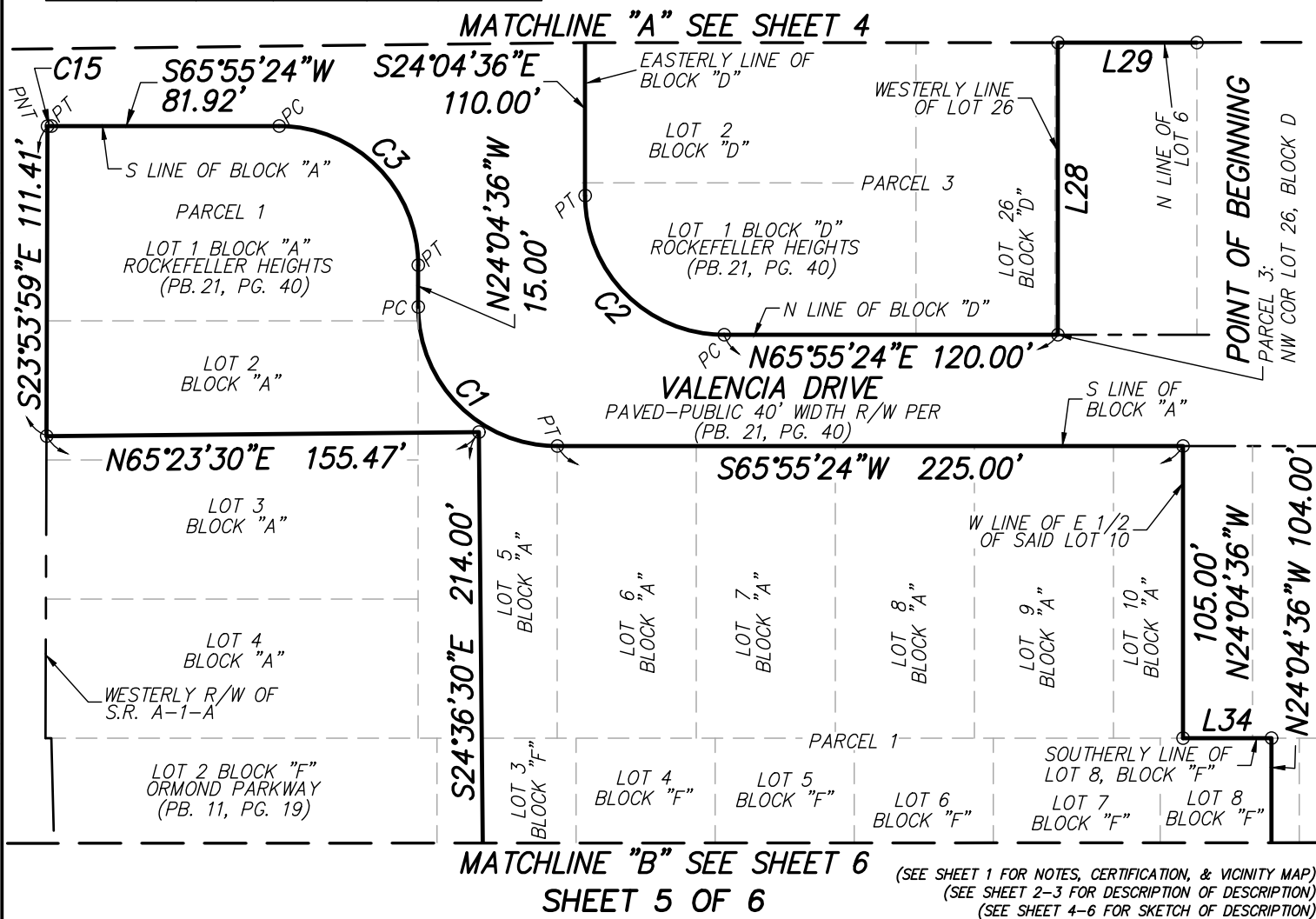


EXHIBIT "A"

Page 8 of 9

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	78.54'	50.00	90°00'00"	70.71'	N69°04'36"W
C2	78.54'	50.00	90°00'00"	70.71'	S69°04'36"E
C3	78.54'	50.00	90°00'00"	70.71'	N69°04'36"W
C15	1.36'	20.00	03°53'57"	1.36'	S63°58'25"E

LINE TABLE		
LINE	BEARING	LENGTH
L28	N24°04'36"W	105.00'
L29	N65°55'24"E	50.00'
L34	S65°55'24"W	31.80'



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

ORMOND REMAINDER PARCELS

SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104

WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

BLACKSTREAM

DATE: 07/06/2022

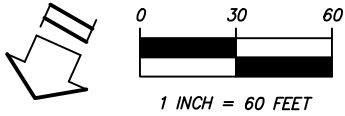
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SCALE: 1"=60'

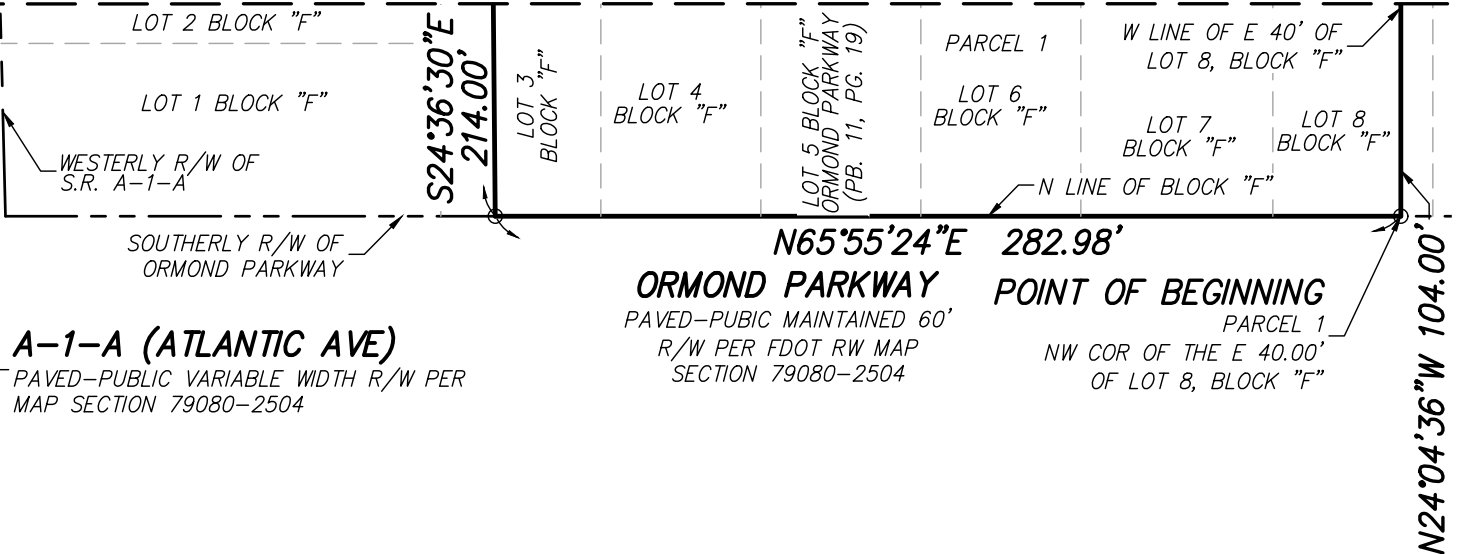
PROJ: 50140578

DRAWN BY: MCD

CHECKED BY: WDD



MATCHLINE "B" SEE SHEET 5



SHEET 6 OF 6

(SEE SHEET 1 FOR NOTES, CERTIFICATION, & VICINITY MAP)
(SEE SHEET 2-3 FOR DESCRIPTION OF DESCRIPTION)
(SEE SHEET 4-6 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**ORMOND REMAINDER
PARCELS**

SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY

FLORIDA



Dewberry

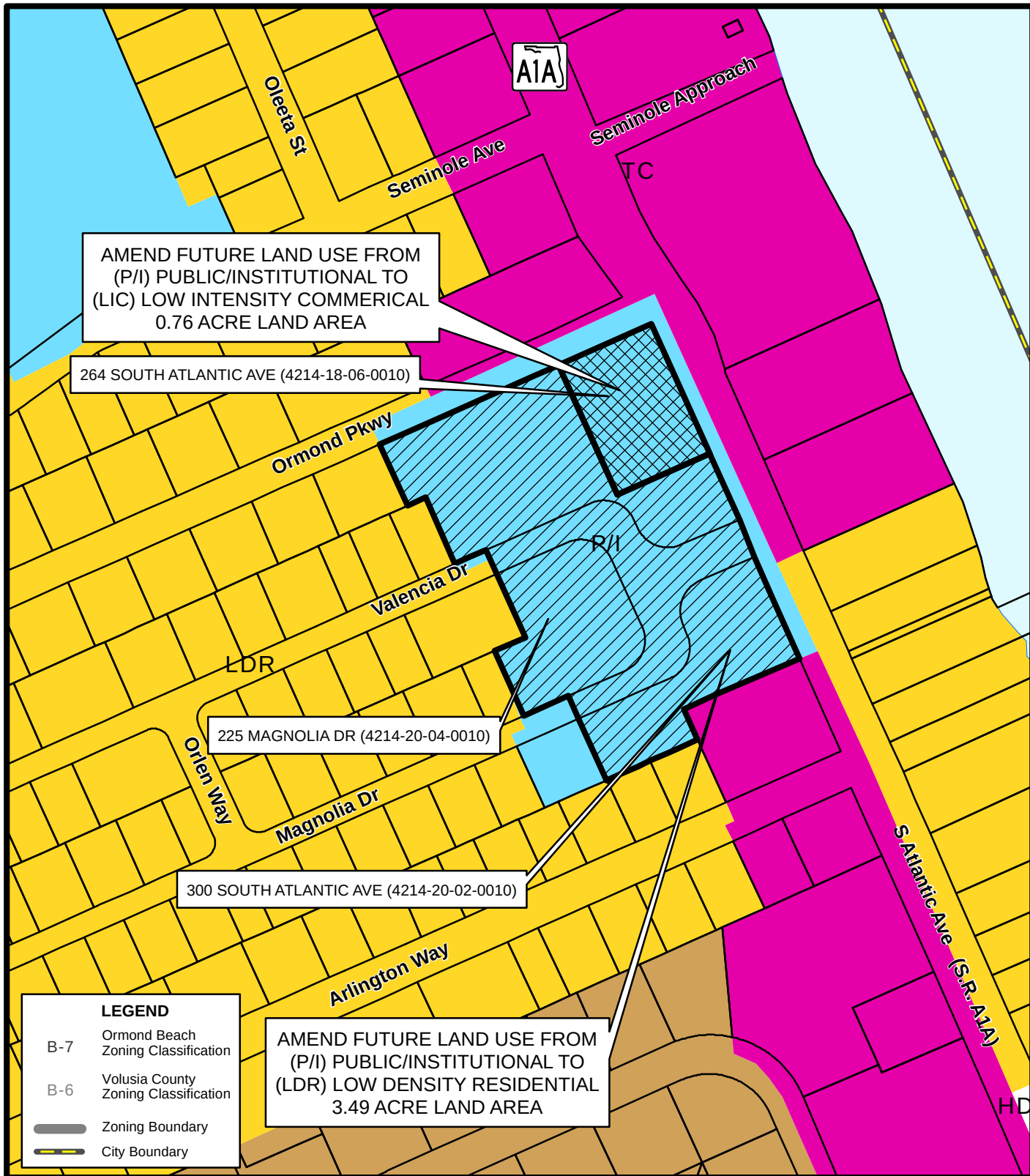
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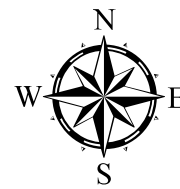
PROJ: 50140578
DRAWN BY: MCD
CHECKED BY: WDD



PROPOSED FUTURE LAND USE MAP

264 SOUTH ATLANTIC AVE (4214-18-06-0010)
300 SOUTH ATLANTIC AVE (4214-20-02-0010)
225 MAGNOLIA DR (4214-20-04-0010)

Prepared By: The City of Ormond Beach
G.I.S. Department - October 11, 2022



N.T.S.

STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: November 10, 2022

SUBJECT: 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue – Small-Scale Land Use Map Amendment

APPLICANT: Robert A. Merrell, III, Esquire, Cobb Cole, on behalf of the property owner, Ormond Beach Holdings, LLC

NUMBER: LUPA 2022-018(A)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request from Robert A. Merrell, III, Esquire, Cobb Cole, on behalf of the property owner, Ormond Beach Holdings, LLC, for a Small-Scale Comprehensive Plan Land Use Map amendment for approximately 4.25 acres located at 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue from “Public/Institutional” to “Low Intensity Commercial” for approximately 0.76 acres and from “Public/Institutional” to “Low Density Residential” for approximately 3.49 acres. The subject property is shown in Exhibit 1:

EXHIBIT 1: Subject properties:

264 South Atlantic Avenue;
225 Magnolia; and
300 South Atlantic Avenue

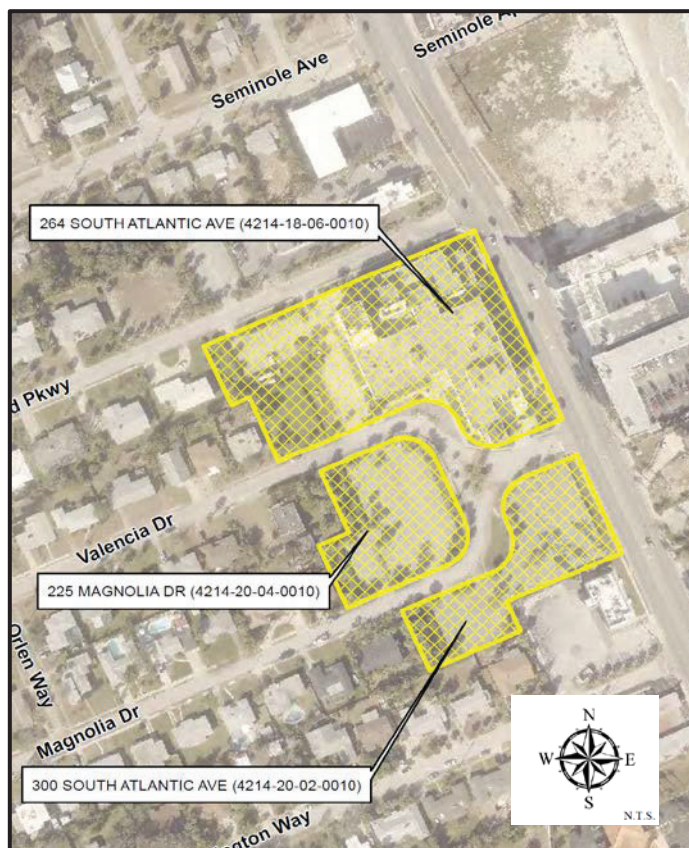


EXHIBIT 2: Aerial exhibit of land use map amendment:



BACKGROUND: The subject area includes three (3) properties that were part of the former Florida Hospital Oceanside property. The properties are:

EXHIBIT 3: Property characteristics

Property	Acreage	Existing improvements
264 South Atlantic Avenue	2.42±	Vacant land and parking lot. Property formerly was a 114,100 square foot hospital/medical facility.
225 Magnolia Drive	0.90±	Parking lot for former hospital/medical facility.
300 South Atlantic Avenue	0.93±	Parking lot for former hospital/medical facility.

The subject area has a current land use designation of “Public Institutional” and a zoning classification of B-1, Professional Office/Hospital and R-3, Single-Family Medium Density. The former hospital/medical building facility of 114,100 square feet was demolished in 2019. This application seeks a land use amendment to allow a “Low Intensity Commercial” land use for approximately 0.76 acres and a “Low Density Residential” land use for approximately 3.49 acres. The land use application is part of multiple applications that seeks to allow: **(1)** a Planned Business Development for a five (5) story hotel of approximately 95,700 square feet with 137 rooms and parking, including a remote lot on the west side of South Atlantic Avenue, and associate site improvements and **(2)** the subdivision of 3.49 acres into fifteen (15) single-family lots and associated site improvements. In addition to this application, the following applications are being sought by Ormond Beach Holdings, LLC:

1. **PBD 2022-018(B)(1) – Zoning Map amendment**, Ormond Beach Holdings LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue, amendment from the existing zoning district designations of B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development. The land use amendment is required for the portion of the 264 South Atlantic Avenue property proposed as a remote parking lot proposed to be zoned as Planned Business Development.
2. **PBD 2022-018(B)(2) – Issue of a Development Order**, Ormond Beach Holdings LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue, application to allow the construction of a five (5) story hotel of approximately 95,700 square feet with 137 rooms and parking, including a remote lot on the west side of South Atlantic Avenue. The land use amendment is required for the portion of the 264 South Atlantic Avenue property proposed as a remote parking lot proposed to be zoned as Planned Business Development.
3. **RZ 2022-018(D) – Zoning Map amendment**, Ormond Beach Holdings LLC, a portion of 264 South Atlantic Avenue, a portion of 225 Magnolia Avenue and a portion of 300 South Atlantic Avenue, application for a zoning map amendment from the existing zoning district designation of B-1, Professional Office/Hospital to R-3, Single-Family Medium Density. This application is needed to established the R-3, Single-Family Medium Density framework to allow the subdivision of land into 15 lots. The land use amendment is required to be consistent with the existing and proposed R-3, Single-Family Medium Density zoned land area.
4. **PP 2022-018(C) – Tides Edge Preliminary Plat**, Ormond Beach Holdings LLC, a portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue for the subdivision of 3.49 acres into fifteen (15) single-family lots and associated site improvements. The land use amendment is required to allow the residential subdivision.

Application process: The proposed land use amendment schedule of the subject property is as follows:

EXHIBIT 4: Tentative land use amendment schedule:

Action	Date
Neighborhood meeting	September 14, 2022
Planning Board	November 10, 2022
City Commission 1 st Reading	To be determined (January 2023)
City Commission 2 nd Reading	To be determined (January 2023)
Transmit to Volusia County Growth Management Commission and adjoining jurisdictions	To be determined (January 2023)
Transmit Courtesy Copy to Florida Department of Economic Opportunity (DEO)	To be determined (January 2023)

The following public notices have or are required to occur:

EXHIBIT 5: Public Notice:

Public Notice	Date	Notes
Neighborhood meeting	September 14, 2022	600' radius
Certified abutter letters for Planning Board	October 24, 2022	300' radius
Newspaper advertisement for Planning Board	October 28, 2022	
Abutter letters for City Commission meetings	To be determined (January 2023)	300' radius
Newspaper advertisement for City Commission, 2 nd reading	To be determined (January 2023)	

The project has also been posted on the city website under the Planning Department at: (1) Development Reports, <https://www.ormondbeach.org/1018/Ormond-Beach-Holdings-LLC> and (2) Public Hearing Advertisements and Notices, <https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice>.

ANALYSIS:

The Future Land Use Element of the City of Ormond Beach Comprehensive Plan provides the directive text for the existing City land use of “Public Institutional” that states the following:

Purpose: This category includes governmental and public uses, such as City Hall, post offices, fire and police stations, and libraries; educational facilities, such as elementary, middle, and high schools, whether public, parochial or private; cemeteries; religious facilities; airport, hospitals, and other facilities, such as civic associations and service clubs, child care centers, and facilities for the care of the aged and infirm. Public uses are provided for in all zoning districts either as permitted or special exception uses.

The City does not have a special zoning district for this land use category. Therefore, the underlying zoning district may be any district, provided that it is compatible with the surrounding zoning districts and the use of the parcel is consistent with the uses allowed in the district. In districts where such uses may be questionable, a public hearing may be required.

Due to the scale and impracticability of showing all public/institutional uses, such uses are not always shown on the Land Use Map, even when permitted.

Density: Maximum: Not permitted.

Maximum FAR: 0.8

The Future Land Use Element of the City of Ormond Beach Comprehensive Plan provides the directive text for the existing City land use of “Low Density Residential” that states the following:

Purpose: To protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: up to 4.3 units per acre

Maximum FAR: 0.2

Policy 2.5.2. of the Future Land Use Element of the Comprehensive Plan provides the criteria listed below to review land use amendments:

1. Whether the future land use amendment is consistent with the Comprehensive Plan Goals, Objectives and Policies.

The proposed future land use amendment is based on the final intended uses of a remote parking lot for a hotel use and a 15-lot residential subdivision. The amendment is consistent with the goal, objective, and policies of the Future land Use Element as shown below:

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.

OBJECTIVE 1.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY 1.1.3.

Preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character and by encouraging voluntary rehabilitation and sound maintenance programs in viable neighborhoods which are capable of self-renewal and establishing code enforcement or public redevelopment activities in areas not capable of self-renewal.

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.

POLICY 1.1.14.

Enhance community livability in the central core and older sections of the City by encouraging infill as appropriate, transit-oriented development and walkable residential areas.

POLICY 1.2.4.

Tourist oriented hotel/motel development and appropriate support facilities shall be located along A1A south of Granada Boulevard and near highway interchanges, and shall not be permitted to intrude into established residential areas north of Granada Boulevard nor established residential areas east of South Atlantic Avenue, further westward of A1A than is currently permitted south of Granada Boulevard.

POLICY 1.2.5.

The redevelopment and renewal of blighted commercial areas shall be encouraged.

POLICY 1.2.7.

Maintain the tourist commercial character of the A1A corridor, except as noted in Policies 1.1.4. and 1.2.4. Design guidelines should be established for all new development along the ocean so that, in the future, buildings will be homogeneous and compatible with surrounding constructions and will represent a common theme. Maintain oceanfront setbacks for properties located along the Atlantic Ocean. Oceanfront development should be airy and open with a minimum of interference with the ocean view and breeze.

2. Whether the proposed plan amendment meets the criteria established in the Florida Statutes:

In accordance with Chapter 163.3187(1), Florida Statutes, any local government Comprehensive Plan amendments directly related to proposed small-scale development activities may be approved without regard to statutory limits on the frequency of consideration of amendments to the local Comprehensive Plan. A small-scale development amendment may be adopted only under the following conditions:

a. The proposed amendment involves a use of 50 acres or fewer.

The subject property is 4.25± acres (less than 50 acres).

b. The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's Comprehensive Plan, but only proposes a land use change to the future land use map for a site-

specific small-scale development activity. However, text changes that relate directly to, and are adopted simultaneously with, the small-scale future land use map amendment shall be permissible under this section.

The proposed amendment is solely to the Future Land Use Map and does not propose any text amendments to the City's Comprehensive Plan.

- c. The property that is the subject of the proposed amendment is not located within an area of critical state concern, unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004(3), and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1).**

This criterion is not applicable as the site location is not located within an area of state critical concern.

3: Whether the land use is an appropriate use of the land.

The adjacent land use designations and zoning classifications are shown in Exhibit 5 below:

EXHIBIT 6: Land use and zoning designations:

Land Use and Zoning Designations of Adjacent Property			
	Current Land Uses	Existing Future Land Use Designation	Existing Zoning Classifications
North	Dunkin Donuts and single-family residential	"Tourist Commercial" and "Low Density Residential"	B-7, Highway Tourist Commercial and R-3, Single-Family Medium Density
South	Beachside Johnny's restaurant and single-family residential	Tourist Commercial" and "Low Density Residential"	B-7, Highway Tourist Commercial and R-3, Single-Family Medium Density
West	Single-family residential	"Low Density Residential" and "Public Institutional"	R-3, Single-Family Medium Density
East	Commercial uses and single-family residential	Tourist Commercial" and "Low Density Residential"	B-6, Oceanfront Tourist Commercial and R-2, Single-Family Low Density

Staff noted that 204 Magnolia Drive has a "Public Institutional" Future Land Use designation with a developed single-family house. Planning staff will seek an administrative amendment to correct this land use designation since it does not allow residential uses. The Ormond Beach Holdings, LLC, application seeks to reduce the intensity of the subject area uses to a remote parking lot and 15 single-family lots. The single-family lots work well based on the three non-connected parcels that would make a commercial use problematic.

4. Whether there is adequate infrastructure to serve the proposed land use.

The analysis of infrastructure needs for a comprehensive plan amendment is different from a concurrency review for a site plan. Impact analysis examines the maximum expected impacts of the current designation versus the requested designation based on a preliminary development scenario. This analysis is not meant to replace or contradict the findings of a Concurrency Management Review. However, the relative differences between designations can provide useful information in the long-range planning process. The applicant has also provided an infrastructure analysis include in ATTACHMENT 4. The analysis is based on 4.25 acres with the existing land use of "Public/Institutional" and proposed land uses of "Low Intensity Commercial" (0.76 acres) and "Low Density Residential" (3.49 acres).

EXHIBIT 7: Impact analysis:

Parcel size:	4.25± acres		
Allowed entitlements	Existing PI land use	Proposed LIC (0.79 acres) land use	Proposed LDR (3.49 acres) land use
Maximum density (residential) units per acre	0	10	4.3
Maximum floor area ratio (commercial or institutional)	0.8	0.6	0.2

The existing "Public/Institutional" land use allows a theoretical maximum of 0 residential units and institutional uses with a maximum building size of 148,104 square feet. The proposed "Low Intensity Commercial" land use allows a theoretical maximum of 7 residential units and commercial uses with a maximum building size of 19,863 square feet. The proposed "Low Density Residential" land use allows a theoretical maximum of 15 residential units and institutional uses with a maximum building size of 30,405 square feet.

EXHIBIT 8: Water and Sewer impact analysis:

Existing		
Land Use	Water	Sewer
"Public/Institutional"	22,216	18,883
TOTAL:	22,216	18,883
Proposed		
Land Use	Water	Sewer
"Low Intensity Commercial"	2,980	2,533
"Low Density Residential"	4,561	3,877
TOTAL:	7,540	6,409
NET REDUCTION	-14,675	-12,474

The existing wastewater treatment plant is currently permitted for a rated capacity of 8 million Gallons per Day (MGD) for wastewater influent flow from the sanitary sewer collection system. The most recent annual period average daily flow to the facility is 4.98 MGD. The most recent annual period average daily treated effluent flow to reuse customers is 3.30 MGD. Approved development projects proposed, 0.58 MGD for waste water treatment added with current wastewater plant flow is estimated at 5.56 MGD at build out. The plant capacity remaining is 2.44 MGD if all approved projects are built out. The LOS for sanitary sewer continues to be met.

The City operates a single water treatment plant having a permitted and rated capacity remaining at 12 million Gallons per Day (MGD). The existing demand for water use during the most recent annual period is 5.50 MGD. When the proposed projects of 0.55 for the city's service area are added to the existing demand, the total is 6.05 MGD. There is a remaining capacity of 5.95 MGD if all approved projects are built out. The LOS for potable water service continues to be met.

Traffic:

The proposed land use amendment would reduce the theoretical maximum development by 626 average daily trips.

EXHIBIT 9: Traffic impact analysis:

Existing		
Land Use	ITE land use category	Trip Generation
"Public/Institutional"	#610 Hospital	1,587
TOTAL:		1,587
Proposed		
Land Use	ITE land use category	Trip Generation
"Low Intensity Commercial"	#820 Retail	750
"Low Density Residential"	#560 Church	211
TOTAL:		961
NET REDUCTION		-626

Stormwater Management: The site development of each land development area has designed a stormwater management system.

Solid Waste: Solid waste provision would be addressed at the time of site development.

Schools: The existing land use does not allow residential uses. The "Low Intensity Commercial" land use area is proposed for a parking lot and the "Low Density Residential" seeks 15 residential lots. A school concurrency determination has been obtained for the 15 residential lots and is included in ATTACHMENT 4.

Recreation: Ormond Beach has approximately 602 acres of park land and facilities and the proposed amendment would have no impact on the city recreation level of service.

Other Services: City police and fire protection services serve this area. The parcel is located within an approximate 4-5-minute response time from emergency facilities. There is no impact to other city services.

5. Whether the proposed map amendment impacts surrounding jurisdictions.

The proposed land use amendment is not expected to impact surrounding jurisdictions.

RECOMMENDATION:

Staff recommends that the Planning Board recommend **APPROVAL** for a Small-Scale Comprehensive Plan Land Use Map amendment for approximately 4.25 acres located at 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue from “Public/Institutional” to “Low Intensity Commercial” for approximately 0.76 acres and from “Public/Institutional” to “Low Density Residential” for approximately 3.49 acres. The City Commission dates would be determined with the adoption of the City Commission calendar on November 15, 2022.

Attachments:

Attachment 1: Proposed land use map

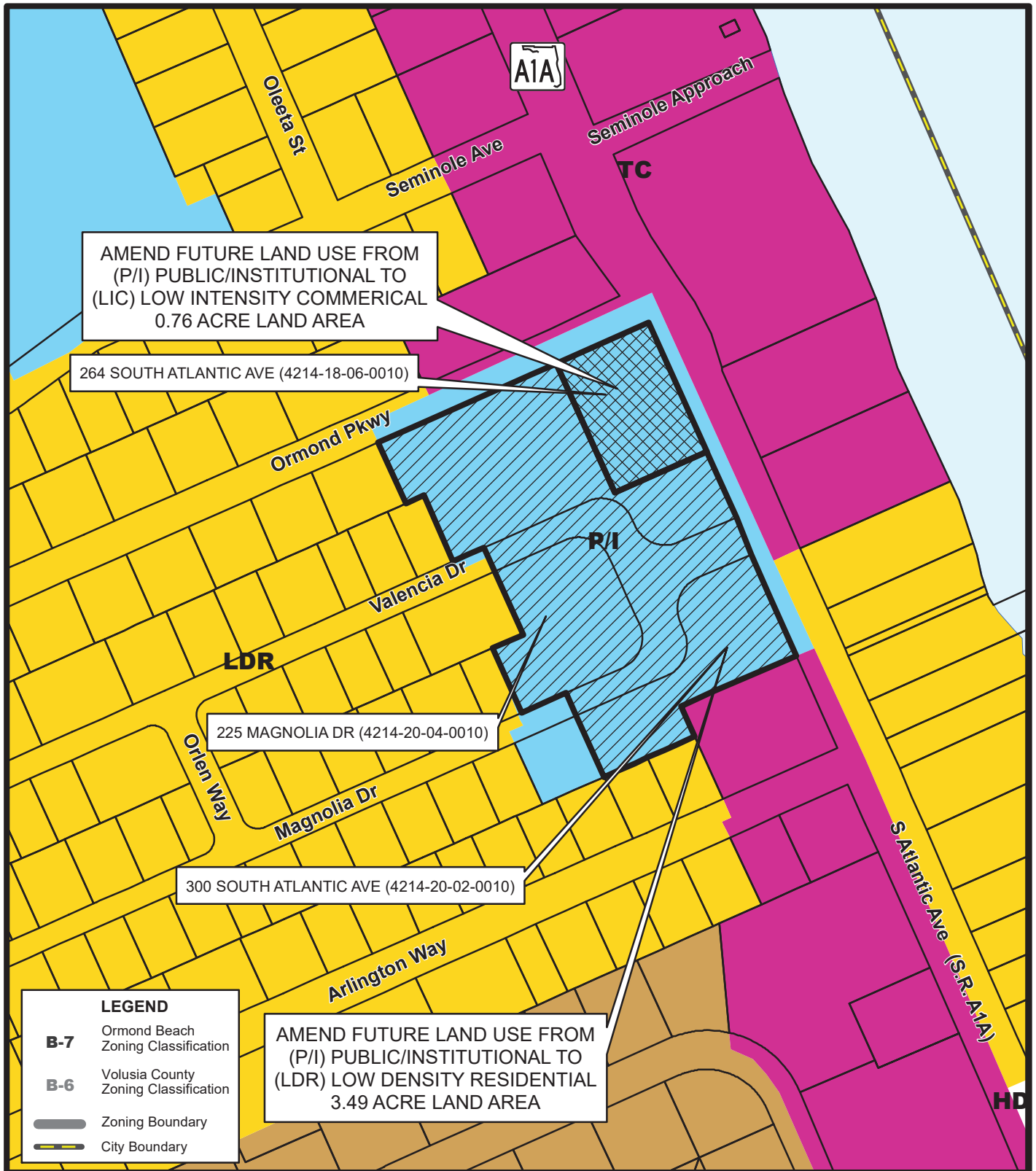
Attachment 2: Sketch and legal description of application areas

Attachment 3: Zoning, location and aerial maps

Attachment 4: Application submittal

ATTACHMENT 1

Proposed land use map



PROPOSED FUTURE LAND USE MAP

264 SOUTH ATLANTIC AVE (4214-18-06-0010)
 300 SOUTH ATLANTIC AVE (4214-20-02-0010)
 225 MAGNOLIA DR (4214-20-04-0010)

Prepared By: The City of Ormond Beach
 G.I.S. Department - October 11, 2022

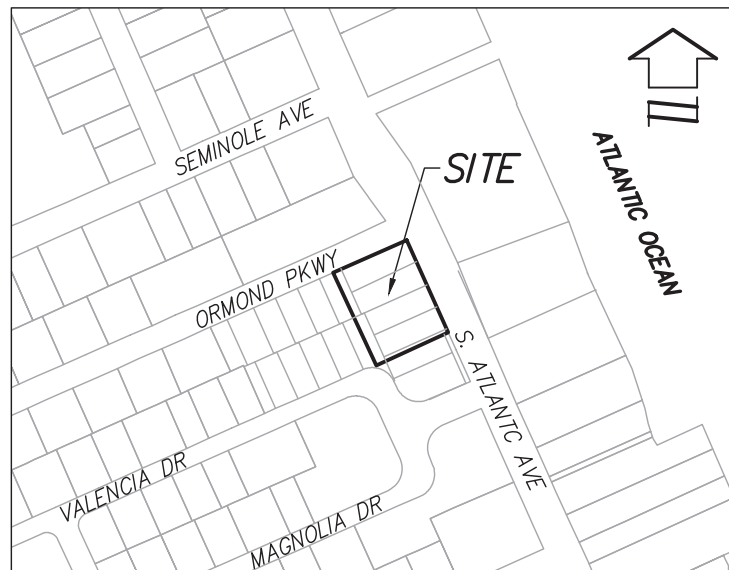


ATTACHMENT 2

Sketch and legal
description of application
areas

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (SOUTH ATLANTIC AVENUE), AS BEING S23°53'59"E.
2. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
5. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 07/10/2022 PER FAC 5J-17.062(2).



VICINITY MAP

SCALE: 1"=400'



WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
DATE
NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 3

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

PARKING LOT PARCEL

SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

BLACKSTREAM

DATE: 07/11/22
REV DATE:
SCALE 1" = 60'

PROJ: 50140578
DRAWN BY: MCD
CHECKED BY: WDD

LEGAL DESCRIPTION:

PARKING LOT PARCEL

A PORTION OF LOTS 1 THROUGH 3, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKEFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 40.00 FEET OF LOT 8, BLOCK F OF SAID ORMOND PARKWAY; THENCE RUN N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 282.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 153.07 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (SR A1A), A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79080-2504; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: S25°31'09"E, A DISTANCE OF 104.03 FEET; THENCE RUN N65°55'24"E, A DISTANCE OF 2.10 FEET; THENCE RUN S23°53'59"E, A DISTANCE OF 108.55 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY RUN S65°23'30"W, A DISTANCE OF 155.47 FEET; THENCE RUN N24°36'30"W, A DISTANCE OF 214.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 33066.51 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

SHEET 2 OF 3

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

PARKING LOT PARCEL

SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY

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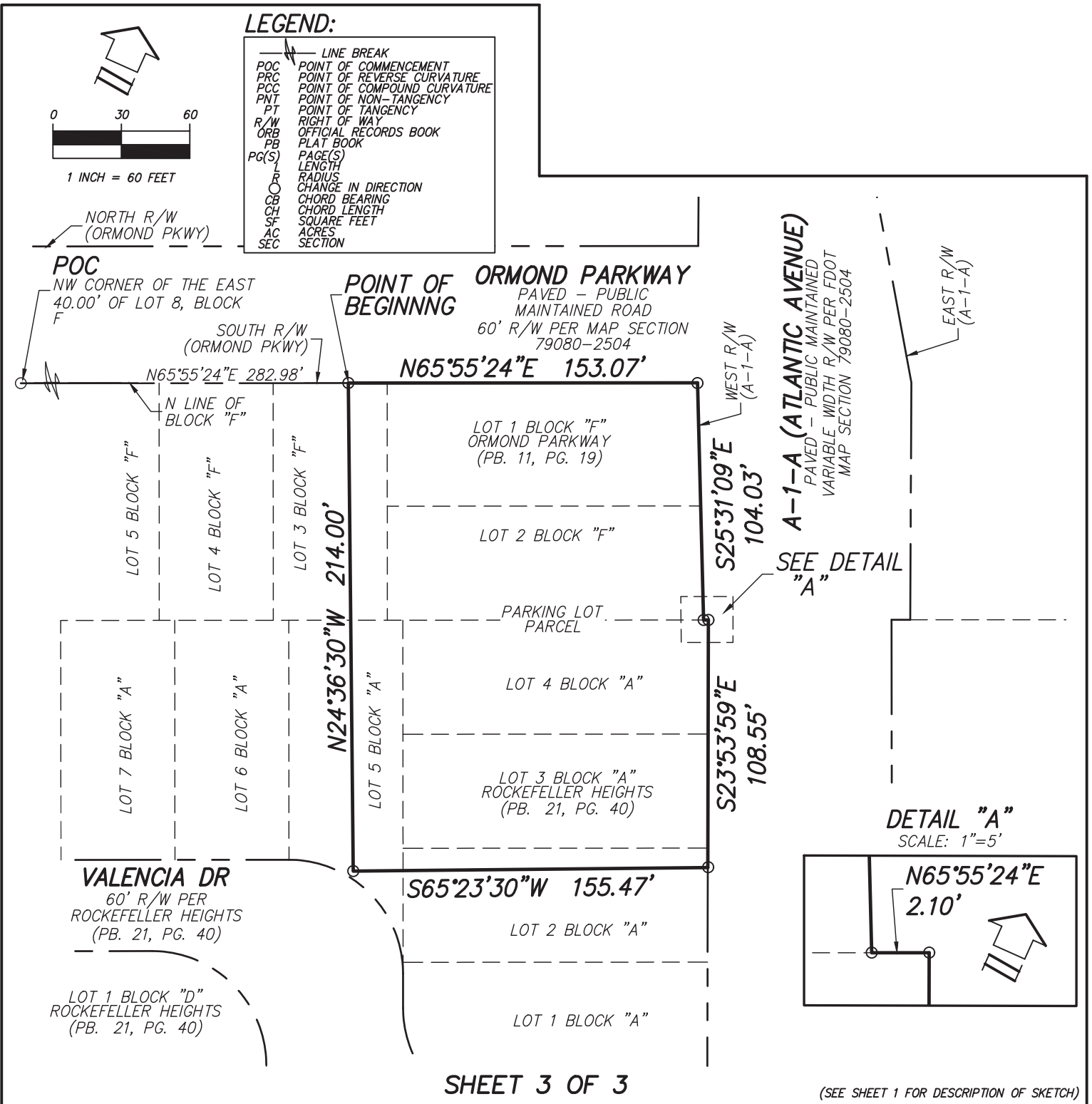
PREPARED FOR:

BLACKSTREAM

DATE: 07/11/22
REV DATE:
SCALE 1" = 60'

PROJ: 50140578
DRAWN BY: MCD
CHECKED BY: WDD

Drawing name: C:\Users\mdichiana\AppData\Local\Temp\AcPublish_73784\50140578_251 Atlantic Ave_sursketch.dwg S&L SHEET 3 Jul 10, 2022 3:16pm by: mdichiana



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

PARKING LOT PARCEL

SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

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SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (SOUTH ATLANTIC AVENUE), AS BEING S23°53'59"E.
2. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
5. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 07/06/2022 PER FAC 5J-17.062(2).



VICINITY MAP

SCALE: 1"=400'



WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
DATE _____
NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

(SEE SHEET 1 FOR NOTES, CERTIFICATION, & VICINITY MAP)
(SEE SHEET 2-3 FOR DESCRIPTION OF DESCRIPTION)
(SEE SHEET 4-6 FOR SKETCH OF DESCRIPTION)

SHEET 1 OF 6

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

ORMOND REMAINDER PARCELS

SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

BLACKSTREAM

DATE: 07/06/2022
REV DATE:
SCALE 1" = 400'

PROJ: 50140578
DRAWN BY: MCD
CHECKED BY: WDD

LEGAL DESCRIPTION:

PARCEL 1

PARCEL SOUTH OF ORMOND PARKWAY AND NORTH OF VALENCIA DRIVE: A PORTION OF BLOCK "A", ROCKEFELLER HEIGHTS, AS PER MAP RECORDED IN MAP BOOK 21, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PORTION OF BLOCK "F", ORMOND PARKWAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 19, OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF THE EASTERLY 40.00 FEET OF LOT 8, SAID BLOCK "F"; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK "F", A DISTANCE OF 282.98 FEET; THENCE DEPARTING SAID NORTH LINE OF BLOCK "F", RUN SOUTH 24 DEGREES, 36 MINUTES, 30 SECONDS EAST, A DISTANCE OF 214.00 FEET; THENCE RUN NORTH 65 DEGREES, 23 MINUTES, 30 SECONDS EAST, DISTANCE OF 155.47 FEET TO THE CURRENT (1996) WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A); THENCE SOUTH 23 DEGREES, 53 MINUTES, 59 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF-WAY LINE, 111.41 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20 FEET AND A CENTRAL ANGLE OF 3 DEGREES 53 MINUTES 57 SECONDS; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 1.36 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 63 DEGREES, 58 MINUTES, 25 SECONDS WEST, A DISTANCE OF 1.36 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 81.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES, 04 MINUTES, 36 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID BLOCK "A", 15.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES, 04 MINUTES, 36 SECONDS WEST, A DISTANCE OR 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 225.00 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 10, SAID BLOCK "A"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WEST LINE OF THE SAID EAST 1/2 OF LOT 10, 105.00 FEET TO AN IRON PIPE MARKING THE NORTHWEST CORNER OF SAID EAST 1/2 OF LOT 10; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOT 8, SAID BLOCK "F", ORMOND PARKWAY SUBDIVISION, 31.80 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF THE EASTERLY 40.00 FEET OF SAID LOT 8, BLOCK "F"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WEST LINE OF SAID EASTERLY 40.00 FEET OF LOT 8, BLOCK "F", 104.00 FEET TO THE POINT OF BEGINNING.

ALSO,

PARCEL 2

PARCEL SOUTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "B", ROCKEFELLER HEIGHTS, AS PER MAP RECORDED IN MAP BOOK 21, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF LOT 8, SAID BLOCK "B"; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "B", 150.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES, 55 MINUTES, 24 SECONDS EAST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF LOT 1, SAID BLOCK "B", 15.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE NORTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES, 55 MINUTES, 24 SECONDS EAST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST,

SHEET 2 OF 6

(SEE SHEET 1 FOR NOTES, CERTIFICATION, & VICINITY MAP)
(SEE SHEET 2-3 FOR DESCRIPTION OF DESCRIPTION)
(SEE SHEET 4-6 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

ORMOND REMAINDER PARCELS

SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY

FLORIDA



Dewberry

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ORLANDO, FLORIDA 32806
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CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

BLACKSTREAM

DATE: 07/06/2022
REV DATE:
SCALE: N/A

PROJ: 50140578
DRAWN BY: MCD
CHECKED BY: WDD

LEGAL DESCRIPTION (CONTINUED)

ALONG THE NORTHERLY LINE OF LOT 1, SAID BLOCK "B", 81.28 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES, 01 MINUTES, 44 SECONDS; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 3.15 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 70 DEGREES, 26 MINUTES, 16 SECONDS EAST, A DISTANCE OF 3.15 FEET TO THE END OF SAID CURVE AND TO A POINT ON THE CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE; THENCE SOUTH 24 DEGREES, 03 MINUTES, 01 SECONDS EAST, ALONG THE SAID CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE, 169.75 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LOT 3, SAID BLOCK "B"; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 3, 184.34 FEET TO THE IRON PIPE MARKING THE NORTHWEST CORNER OF THE SOUTHERLY 50.00 FEET OF LOT 5, SAID BLOCK "B"; THENCE SOUTH 24 DEGREES, 04 MINUTES, 36 SECONDS EAST, ALONG THE EASTERLY LINE OF LOT 6, SAID BLOCK "B", 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "B", 150.00 FEET TO THE SOUTHWEST CORNER OF LOT 8; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 10, 105.00 FEET TO THE POINT OF BEGINNING.

ALSO,

PARCEL 3

PARCEL SOUTH OF VALENCIA DRIVE AND NORTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "D", ROCKEFELLER HEIGHTS, AS PER MAP RECORDED IN MAP BOOK 21, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE IRON PIPE AND CAP MARKING THE NORTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "D", 120.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE EASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 69 DEGREES, 04 MINUTES, 36 SECONDS EAST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 24 DEGREES, 04 MINUTES, 36 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID BLOCK "D", 110.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 20 DEGREES, 55 MINUTES, 24 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID BLOCK "D", 170.00 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK "D"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 6, 105.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 6, 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 26, 105.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE PROPERTY BEING ALSO KNOWN AS:

LOTS 1, 6, 7, 8, 9, A PORTION OF LOTS 2 AND 5 AND EAST 1/2 OF LOT 10, BLOCK "A"; LOTS 1, 2, 3, AND 5, EXCEPT THE SOUTHERLY 50.00 FEET THEREOF, AND LOTS 6, 7 AND 8, BLOCK "B", LOTS 1, 2, 3, 4, 5, 6, AND 26, BLOCK "D" ' ROCKEFELLER HEIGHTS, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210. OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOTS 4, 5, 6, 7, A PORTION OF LOT 3 AND EASTERLY 40.00 FEET OF LOT 8, BLOCK "F", ORMOND PARKWAY, AS PER MAP RECORDED IN MAP BOOK 11, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS AND EXCEPT THAT PORTION TAKEN FOR ROAD RIGHT OF WAY.

CONTAINING: 151,910 SQUARE FEET OR 3.49 ACRES MORE OR LESS.

(SEE SHEET 1 FOR NOTES, CERTIFICATION, & VICINITY MAP)

(SEE SHEET 2-3 FOR DESCRIPTION OF DESCRIPTION)

(SEE SHEET 4-6 FOR SKETCH OF DESCRIPTION)

SHEET 3 OF 6

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SKETCH OF DESCRIPTION

—OF—

ORMOND REMAINDER PARCELS

SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY

FLORIDA



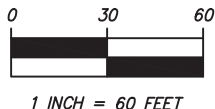
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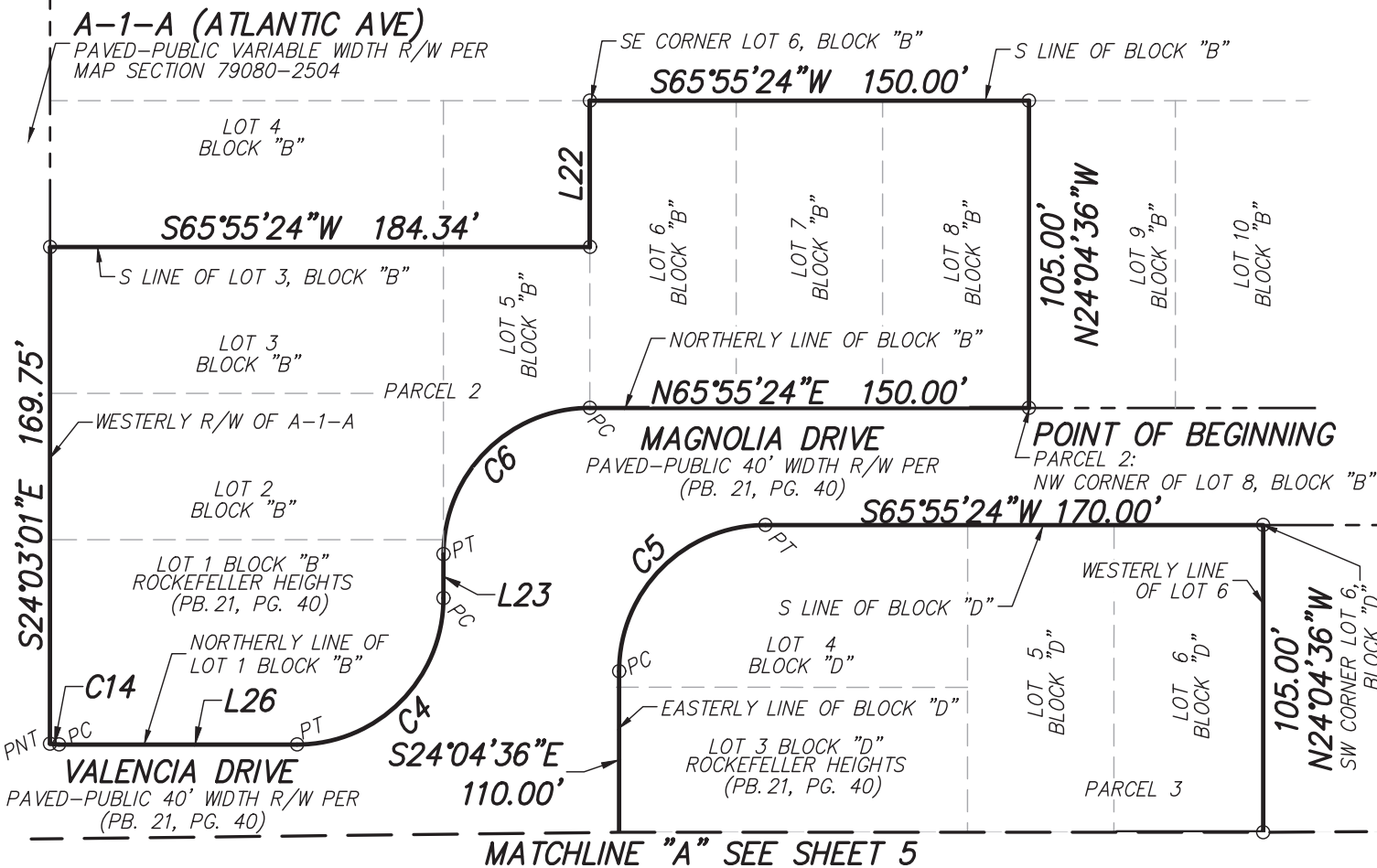


LEGEND:

PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PNT	POINT OF NON-TANGENCY
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
L	LENGTH
R	RADIUS
A	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD LENGTH
SF	SQUARE FEET
AC	ACRES
SEC	SECTION
(M)	MEASURED DISTANCE
○	CHANGE IN DIRECTION

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C4	78.54'	50.00	90°00'00"	70.71'	N20°55'24"E
C5	78.54'	50.00	90°00'00"	70.71'	S20°55'24"W
C6	78.54'	50.00	90°00'00"	70.71'	N20°55'24"E
C14	3.15'	20.00	09°01'44"	3.15'	N70°26'16"E

LINE TABLE		
LINE	BEARING	LENGTH
L22	S24°04'36"E	50.00'
L23	N24°04'36"W	15.00'
L26	N65°55'24"E	81.28'



MATCHLINE "A" SEE SHEET 5

SHEET 4 OF 6

(SEE SHEET 1 FOR NOTES, CERTIFICATION, & VICINITY MAP)
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SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY

FLORIDA



Dewberry

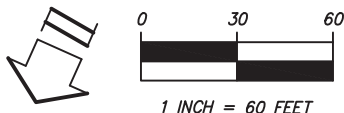
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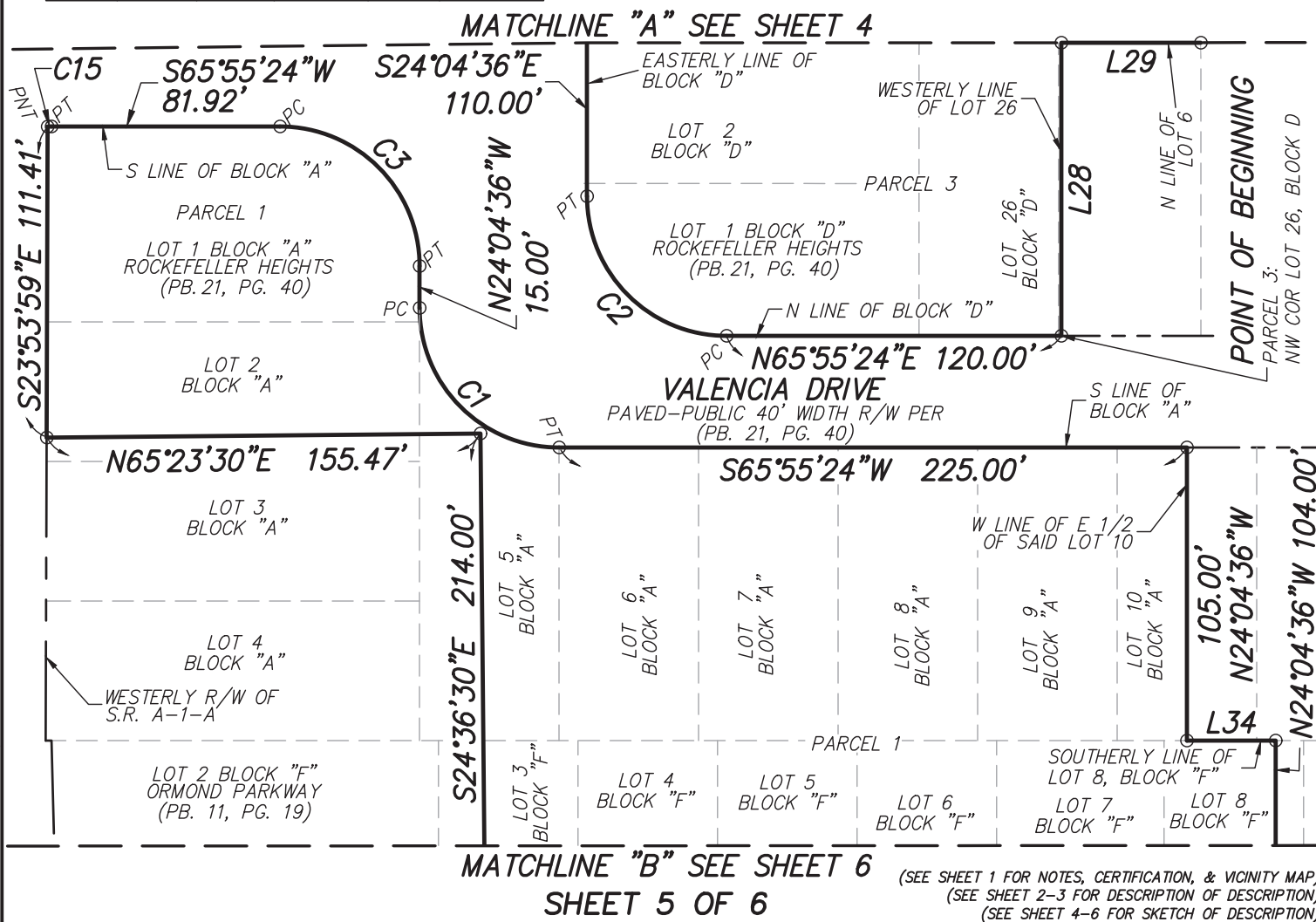
DATE: 07/06/2022
REV DATE:
SCALE: 1"=60'

PROJ: 50140578
DRAWN BY: MCD
CHECKED BY: WDD



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	78.54'	50.00	90°00'00"	70.71'	N69°04'36"W
C2	78.54'	50.00	90°00'00"	70.71'	S69°04'36"E
C3	78.54'	50.00	90°00'00"	70.71'	N69°04'36"W
C15	1.36'	20.00	03°53'57"	1.36'	S63°58'25"E

LINE TABLE		
LINE	BEARING	LENGTH
L28	N24°04'36"W	105.00'
L29	N65°55'24"E	50.00'
L34	S65°55'24"W	31.80'



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ORMOND REMAINDER
PARCELS

SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY

FLORIDA



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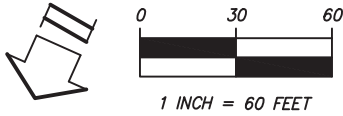
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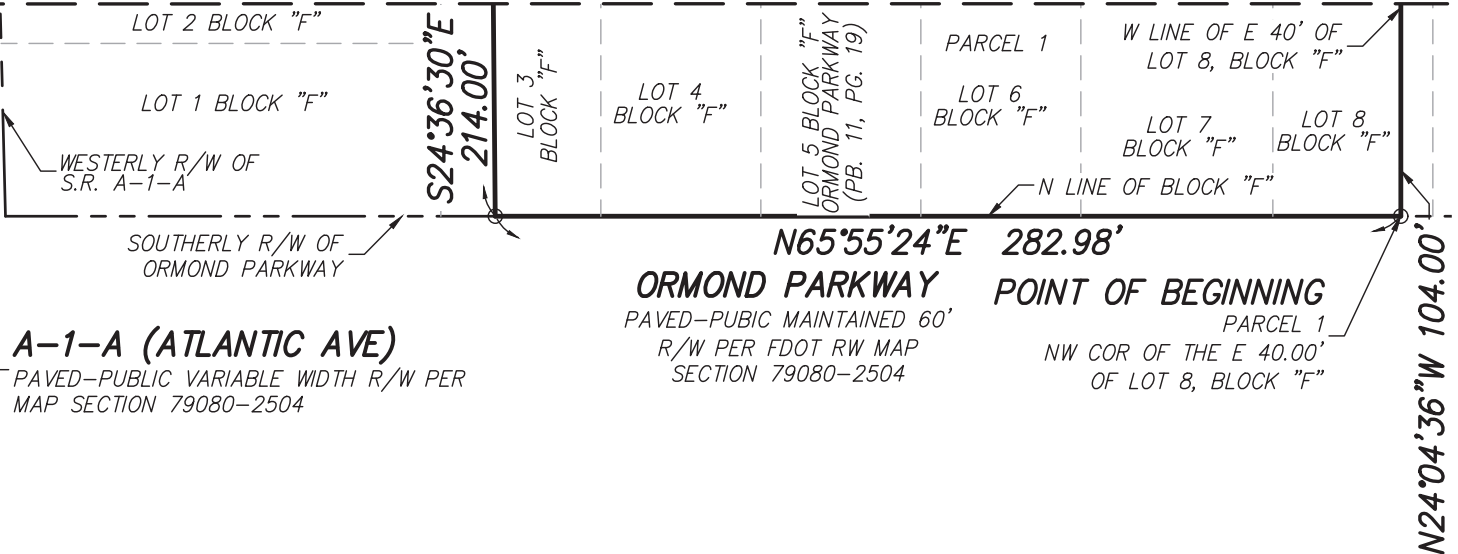
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MATCHLINE "B" SEE SHEET 5



(SEE SHEET 1 FOR NOTES, CERTIFICATION, & VICINITY MAP)
(SEE SHEET 2-3 FOR DESCRIPTION OF DESCRIPTION)
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SHEET 6 OF 6

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ORMOND REMAINDER PARCELS

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DATE: 07/06/2022
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ATTACHMENT 3

Zoning, location and aerial
maps



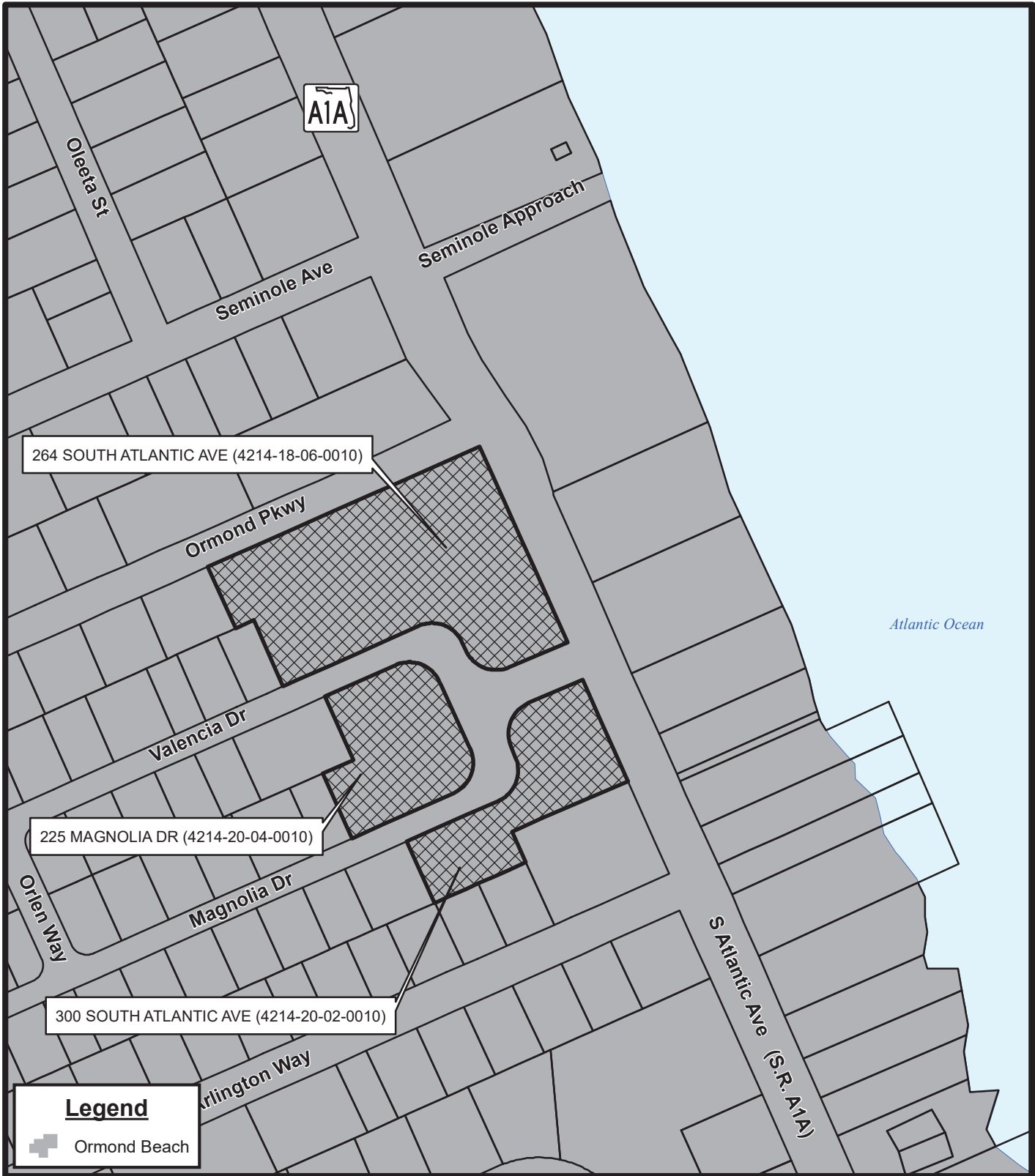


AERIAL MAP

264 SOUTH ATLANTIC AVE (4214-18-06-0010)
 300 SOUTH ATLANTIC AVE (4214-20-02-0010)
 225 MAGNOLIA DR (4214-20-04-0010)

Prepared By: The City of Ormond Beach
 G.I.S. Department - October 11, 2022

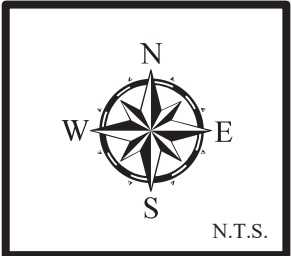


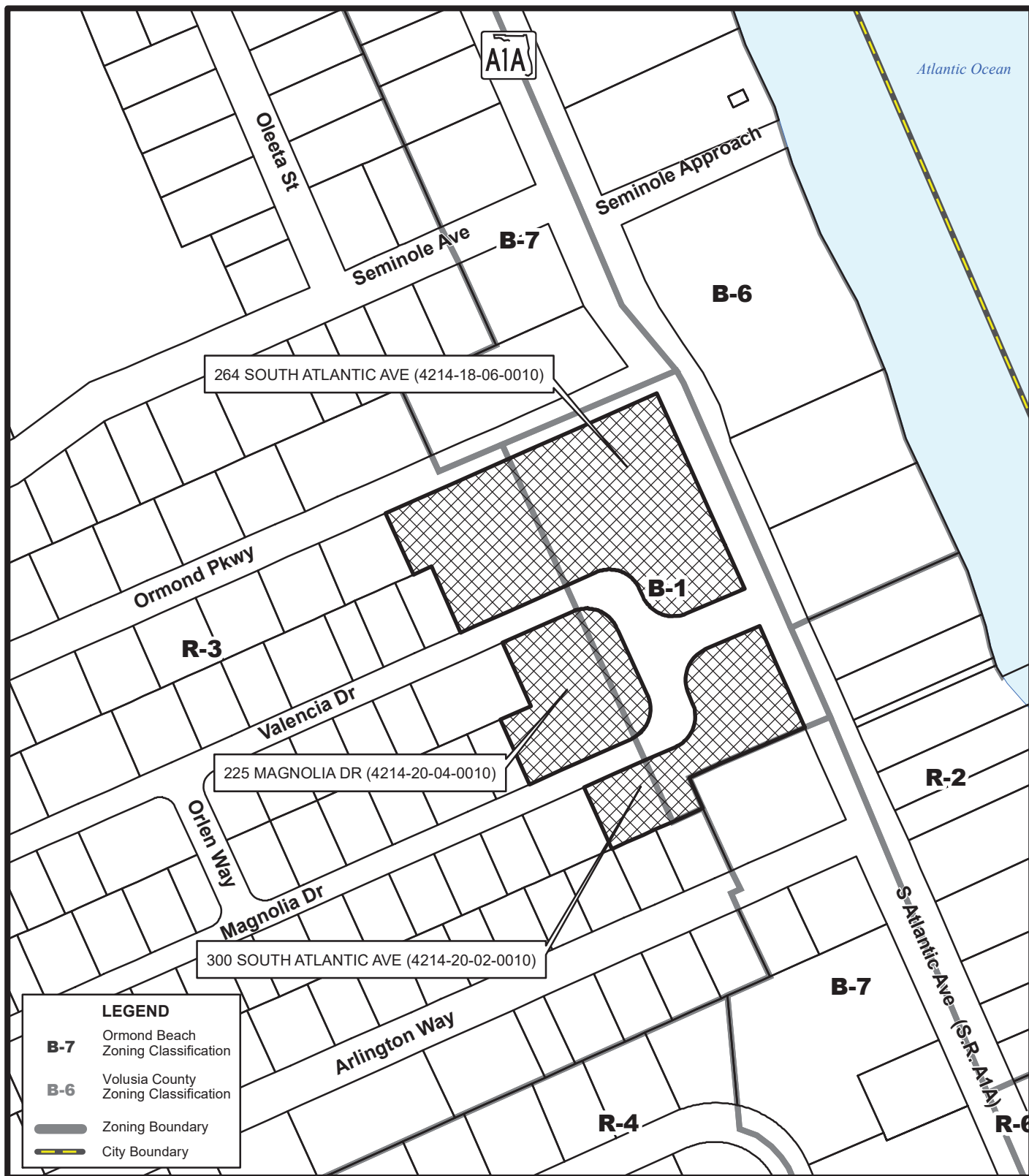


LOCATION MAP

264 SOUTH ATLANTIC AVE (4214-18-06-0010)
300 SOUTH ATLANTIC AVE (4214-20-02-0010)
225 MAGNOLIA DR (4214-20-04-0010)

Prepared By: The City of Ormond Beach
G.I.S. Department - October 11, 2022

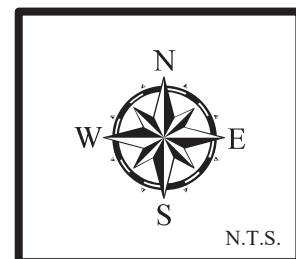




ZONING MAP

264 SOUTH ATLANTIC AVE (4214-18-06-0010)
 300 SOUTH ATLANTIC AVE (4214-20-02-0010)
 225 MAGNOLIA DR (4214-20-04-0010)

Prepared By: The City of Ormond Beach
 G.I.S. Department - October 11, 2022



**Proposed “Low Intensity Commercial” land area
Portion of 264 South Atlantic Avenue**



10/27/2022 14:29

**Proposed “Low Density Residential” land area
Portion of 264 South Atlantic Avenue**



10/27/2022 14:33



**Proposed “Low Density Residential” land area
225 Magnolia Drive**

10/27/2022 14:35

**Proposed “Low Density Residential” land area
300 South Atlantic Avenue**



10/27/2022 14:38

ATTACHMENT 4

Application submittal

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
Sara E. Glover
Holly W. Zitzka
Jessica L. Gow
Nika K. Hosseini
Sydney V. Cichon



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OF COUNSEL
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Frederick B. Karl, Jr.

RETIRED
Thomas S. Hart

William M. Cobb
(1881-1939)
Thomas T. Cobb
(1916-2004)
W. Warren Cole, Jr.
(1926-2008)

October 7, 2022

VIA ELECTRONIC DELIVERY

Steven Spraker, AICP
Planning Director
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, FL 32174

Re: Ormond Beach Holdings – Small Scale Comprehensive Plan Amendment –
Project Narrative

Dear Steven:

As you know, it is the Firm's pleasure to represent Ormond Beach Holdings, LLC (the "Applicant") with respect to the redevelopment and proposed small-scale Comprehensive Plan Amendment for the property located along Atlantic Avenue, generally southwest of the intersection of Atlantic Avenue and Seminole Avenue. The proposed redevelopment of the site will allow for support parking on the west side of A1A for the proposed hotel development moving forward on the east side of the roadway.

This project aims to develop underutilized property by providing a multi-story hotel and that will promote growth and economic investment within the area. In designing the proposed redevelopment plan, the Applicant took great measures to ensure that project would complement the surrounding area and integrate with the surrounding commercial and retail businesses. The proposed development plan is comprised of a five story, 137 room hotel on the east side and remote parking area on the west side of A1A. The proposed uses and intensity is consistent with the proposed Future Land Use Designations of Tourist Commercial and Low Intensity Commercial for the property, and promotes a land use pattern that will provide support for surrounding uses while building on the goal of creating a pedestrian friendly beachside core.

The proposed development, located centrally to existing businesses, restaurants, and recreational facilities, is intended to promote pedestrian activity in the beachside areas by clustering residential and visitor accommodation uses in close proximity to existing services. The

project will also provide for a larger tax base for the City to apply towards necessary community improvements and further investment.

In addition to these benefits, the proposed project also promotes the following goals and objectives of the City's Comprehensive Plan:

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.

Response: *The proposed development provides for supporting parking uses and a proposed hotel redevelopment that will be located across A1A from the property. The mix of uses will promote tourist accommodation uses, in keeping with the overall character of the surrounding area.*

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.

Response: *The Planned Business Development will create a mixture of uses that complement the surrounding area and provide for visitor experiences within the City. The proposed hotel use on the east side of A1A will utilize parking located on the west property, which will encourage visitors to utilize commercial and recreational uses along both sides of A1A.*

POLICY 1.2.4.

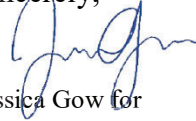
Tourist oriented hotel/motel development and appropriate support facilities shall be located along A1A south of Granada Boulevard and near highway interchanges, and shall not be permitted to intrude into established residential areas north of Granada Boulevard nor established residential areas east of South Atlantic Avenue, further westward of A1A than is currently permitted south of Granada Boulevard.

Response: *The proposed hotel use on the east side of A1A will be supported through remote parking on site, which will allow for development of a hotel along A1A south of Granada.*

If there is any other information we can provide to help assist in review of this request, please do not hesitate to reach out. We look forward to working with you on this project.

Steven Spraker
Page 3

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Gow', is positioned above the typed name.

Jessica Gow for

Robert A. Merrell III

Direct Dial (386) 323-9263

Email Rob.Merrell@CobbCole.com

Fax (386) 944-7955

ORMOND BEACH HOLDINGS, LLC

Small Scale Comprehensive Plan Amendment

1. APPLICANT INFORMATION

1.1 Applicant Name and Address

Ormond Beach Holdings, LLC
2435 East North Street, Suite 1108-113
Greenville, South Carolina, 29615

1.2 Primary Contact for Applicant

Joshua L. Howard, CFO
864/238-0776
Josh.Howard@svn.com

1.3 Applicant's Authorized Representatives

Robert A. Merrell III, Esquire
Cobb Cole
149 S. Ridgewood Avenue
Daytona Beach, FL 32114
Office: 386/323-9263
Fax: 386/944-7955
Rob.Merrell@CobbCole.com

Kevin Lee, P.E.
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, FL 32117
386/677-6891
klee@parkermynchenberg.com

2. Property Information

2.1 Nature of Applicant's Interest

Applicant is the contract purchaser of the property.

2.2 Size of Property and Survey

The size of the Property is 4.25 +/- acres. See the copy of the Survey attached as Exhibit "A".

2.3 Legal Description

See Legal Description and copy of Property Appraiser Information Card and Deed attached as Exhibit "B".

2.4 Parcel Identification Number

4214-18-06-0010

2.5 General Location

The Property is generally located in the City of Ormond Beach, on the West side of South Atlantic Avenue. See Location Map attached as Exhibit "C".

2.7 Access + Frontage

Street access and vehicular circulation will be provided via public and/or private rights of way within the Property. The Property has frontage on South Atlantic Avenue.

3. Land Use Information

3.1 Aerial Photography

See Exhibit "D", attached.

3.2 Existing Development

The Property is currently made up of a former hospital building and associated structures.

3.3 Current Zoning

The current zoning designation is B-1 Professional Office-Hospital. See Existing Zoning Map attached as Exhibit "E". Applicant submitted an application to rezone the Property to a Planned Development concurrently with this application, which is consistent with the City's Comprehensive Plan, as amended herein.

3.4 Future Land Use Map Designation

The current FLU designation is Public Institutional (P/I). See Current Future Land Use Map attached as Exhibit "F."

3.5 Proposed Future Land Use Map Designation

The proposed FLU designations are "Low Intensity Commercial" and "Low Density Residential." See Proposed Future Land Use Map attached as Exhibit "G".

4. Consistency and Compatibility

4.1 Consistency with Plan Goals, Policies and Objectives of the Ormond Beach Comprehensive Plan

The proposed amendment is consistent with several of the Goals, Policies and Objectives of the Comprehensive Plan, as outlined below. This amendment will allow development with uses that are consistent and compatible with the intent of the Tourist Commercial Future Land Use. In addition to these factors, the amendment is also consistent with the following provisions of the Ormond Beach Comprehensive Plan:

Future 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.

Response: The proposed development provides for a mixture of single-family homes and supporting parking uses for a proposed hotel redevelopment that will be located across A1A from the property. The mix of uses will provide for the needs of the growing residential population of Ormond Beach while also promoting tourist accommodation uses, in keeping with the overall character of the surrounding area.

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.

Response: The proposed single-family residential homes will complement the character of existing home sites to the west of the property while also providing support for the commercial and tourist uses along A1A. The proposed residences are located in close proximity to supporting retail, recreational, and educational use types and will promote urban infill development where urban services are available to support demand.

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.

Response: The Planned Unit Development will create a mixture of uses that complement the surrounding area and provide for both residential and visitor experiences within the City. The

proposed hotel use on the east side of A1A will utilize parking located on the property, which will encourage visitors to utilize commercial and recreational uses along both sides of A1A. The proposed residential uses will capitalize on the view and location of the site across from the Atlantic Ocean while also providing a logical transition from existing single family to the west.

POLICY 1.1.14.

Enhance community livability in the central core and older sections of the City by encouraging infill as appropriate, transit-oriented development and walkable residential areas.

Response: The proposed single-family residential homes will complement the character of existing home sites to the west of the property while also providing support for the commercial and tourist uses along A1A. The proposed residences are located in close proximity to supporting retail, recreational, and educational use types and will promote urban infill development where urban services are available to support demand.

POLICY 1.2.4.

Tourist oriented hotel/motel development and appropriate support facilities shall be located along A1A south of Granada Boulevard and near highway interchanges, and shall not be permitted to intrude into established residential areas north of Granada Boulevard nor established residential areas east of South Atlantic Avenue, further westward of A1A than is currently permitted south of Granada Boulevard.

Response: The proposed hotel use on the east side of A1A will be supported through remote parking on site, which will allow for development of a hotel along A1A south of Granada.

POLICY 1.2.7.

Maintain the tourist commercial character of the A1A corridor, except as noted in Policies 1.1.4. and 1.2.4. Design guidelines should be established for all new development along the ocean so that, in the future, buildings will be homogeneous and compatible with surrounding constructions and will represent a common theme. Maintain oceanfront setbacks for properties located along the Atlantic Ocean. Oceanfront development should be airy and open with a minimum of interference with the ocean view and breeze.

Response: The proposed amendment to the Comprehensive Plan is intended to (1) promote tourist commercial uses along the east side of A1A by providing support services through remote parking opportunities, and (2) provide single-family uses that are compatible with surrounding construction types to the west.

4.2 Consistency with the Urban Sprawl Rule

Section 163.3177(6)(a)(9)(b), Florida Statutes, provides that plan amendments shall be determined to discourage the proliferation of urban sprawl if they incorporate a development pattern or urban form that achieves four or more of the following:

- (I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

Response: The proposed development constitutes an infill project that will revitalize underutilized property for potential tourist/commercial uses that are compatible with the surrounding area.

- (II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

Response: Public infrastructure and services exist to support development on the property.

- (III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

Response: The proposed development constitutes an infill project that will revitalize underutilized property for potential tourist/commercial uses that are compatible with the surrounding area and that will help promote a healthy pedestrian corridor.

- (IV) Promotes conservation of water and energy.

Response: Public infrastructure and services exist to support development on the property.

- (V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

Response: N/A

- (VI) Preserves open space and natural lands and provides for public open space and recreation needs.

Response: The infill nature of the requested changes promotes compact development practices in near proximity to urban services, while providing open space within the property.

- (VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

Response: The proposed development constitutes an infill project that will revitalize underutilized property for potential tourist/commercial uses that are compatible with the surrounding area and that will help promote a healthy pedestrian corridor.

- (VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

Response: The proposed development constitutes an infill project that will revitalize underutilized property for potential tourist/commercial uses that are compatible with the surrounding area and that will help promote a healthy pedestrian corridor.

The proposed amendment promotes a development pattern and urban form that achieves seven of the preceding eight general policies. Accordingly, the proposed amendment exceeds the urban sprawl standards set forth in Section 163.3177(6)(a)(9)(b), Florida Statutes.

4.3 Land Use Compatibility Analysis

The proposed amendment will not negatively alter the character that exists in the area at the present time. The amendment is intended to allow for improved planning and coordination for development of the Property. The primary uses of the Property will be providing tourist/commercial use opportunities to visitors and residents.

The uses contemplated by this amendment and permitted through the future rezoning of the Property are consistent with the existing development in the vicinity of the Property. As further detailed in Section 5 below, the proposed amendment allows the development of the Property in a manner consistent with the Comprehensive Plan.

5. **Concurrency Analysis**

5.1 Traffic Data and Analysis –

Please see the attached “Exhibit H” traffic memorandum prepared by Lassiter Transportation Group, Inc.

5.2 Sanitary Sewer Data and Analysis

Please see the attached Exhibit “I” Demand Calculations, prepared by Parker Mynchenberg & Associates, Inc.

5.3 Potable Water Data and Analysis

Please see the attached Exhibit “I” Demand Calculations, prepared by Parker Mynchenberg & Associates, Inc.

5.4 Stormwater Data and Analysis

Please see the attached Exhibit "I" Demand Calculations, prepared by Parker Mynchenberg & Associates, Inc.

5.5 Solid Waste Data and Analysis

Please see the attached Exhibit "I" Demand Calculations, prepared by Parker Mynchenberg & Associates, Inc.

5.6 Wellfield Protection Zones

The property does not lie within any wellfield protection zones.

5.7 Reclaimed Water

The property will provide reclaimed water if available.

6. Environmental Analysis

6.1 Surface Water and Wetlands

Please see the attached Exhibit "J" Environmental Report, prepared by Atlantic Ecological Services.

6.2 Vegetative Cover

Please see the attached Exhibit "J" Environmental Report, prepared by Atlantic Ecological Services.

6.3 Flood Zone

Please see the attached Exhibit "K" FEMA Flood Map, prepared by Parker Mynchenberg & Associates, Inc.

6.4 Listed Animal and Plant Species

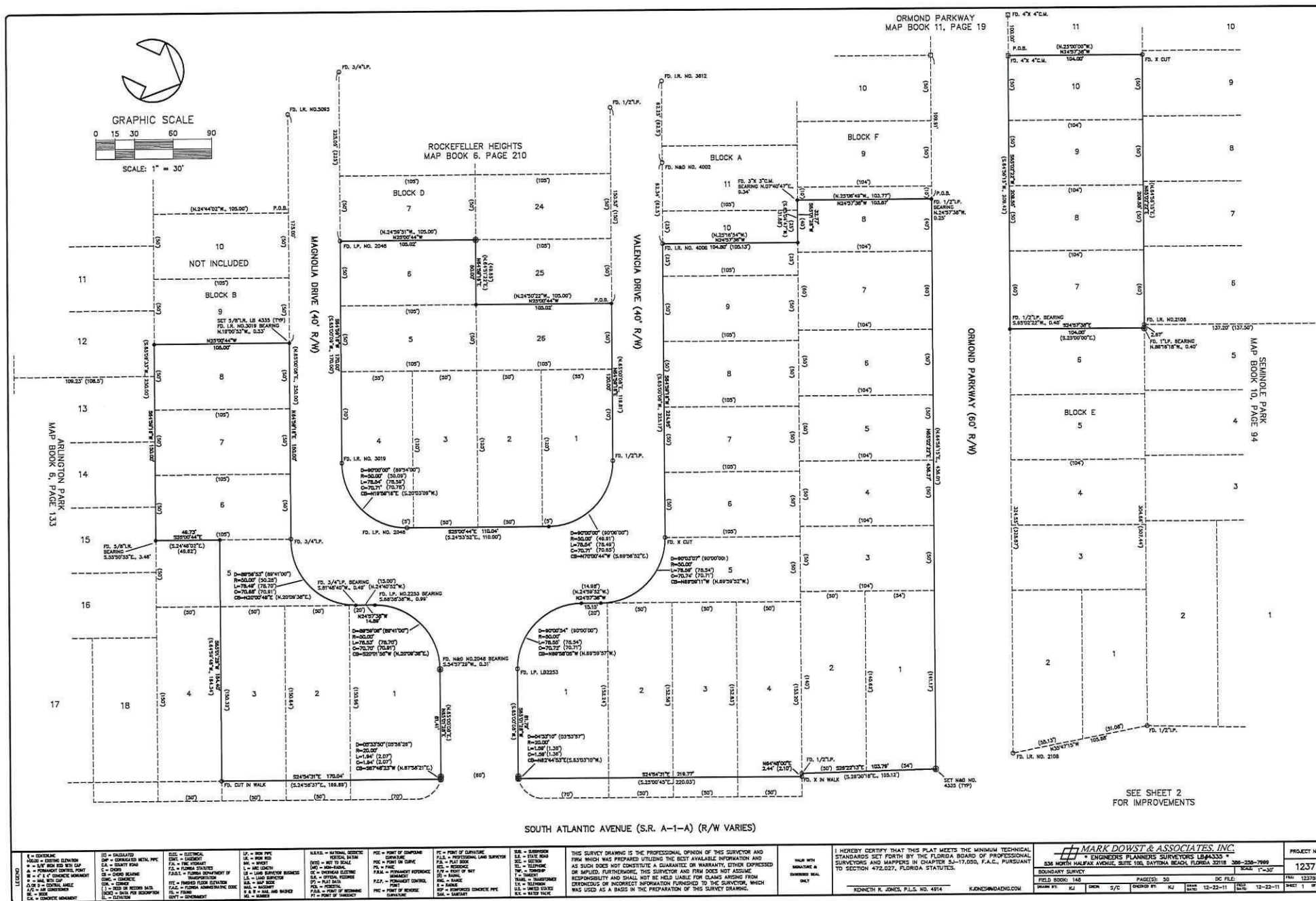
Please see the attached Exhibit "J" Environmental Report, prepared by Atlantic Ecological Services.

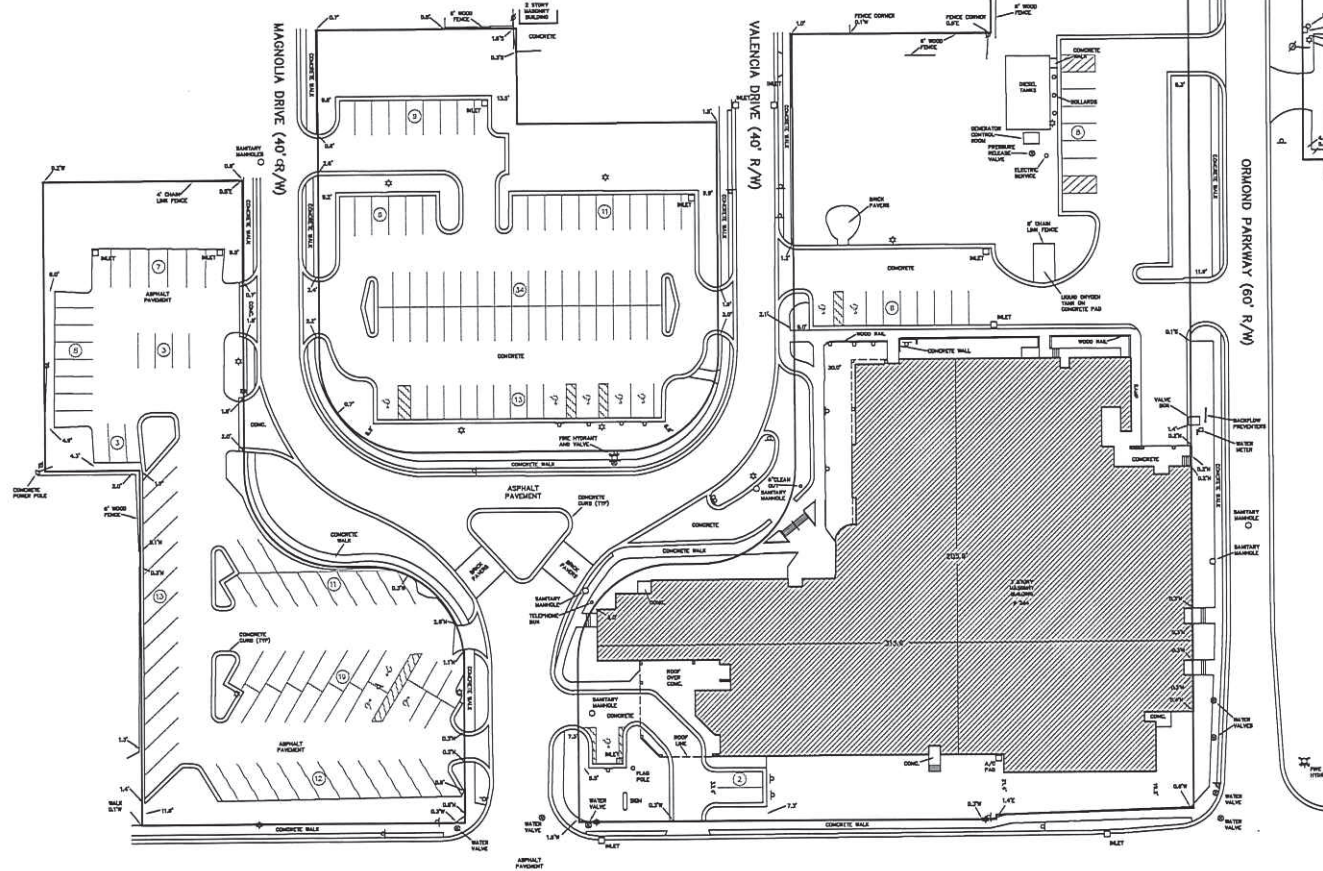
7. Conclusion

The proposed amendment is consistent with the City of Ormond Beach Comprehensive Plan as detailed herein. The amendment will permit the efficient integration of planning and management of the Property. The proposed amendment will ensure that the subsequent rezoning of the Property will not include any inconsistent uses with those currently anticipated throughout this area.

EXHIBIT A

SURVEY



[illegible]

NOTE: AND BOUND LEGAL DESCRIPTION INCLUDING FOUR (4) NON-CONTIGUOUS PARCELS:

PARCELS LOT OF ORANGE PARKWAY, SECTION OF BLOCK "E", ORANGE PARKWAY SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 11, PAGE 10, OF THE PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF LOT 10, SAID BLOCK "E"; THENCE NORTH 25 DEGREES, 00 MINUTES 00 SECONDS WEST, 104 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE NORTH 84 DEGREES, 36 MINUTES, 15 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "E", 206.53 FEET TO THE NORTHEAST CORNER OF LOT 7, SAID BLOCK "E"; THENCE SOUTH 23 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EASTERLY LINE OF LOT 7, 104 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 84 DEGREES 36 MINUTES 15 SECONDS WEST, ALONG THE SOUTHLINE OF SAID BLOCK "E", 12.12 FEET TO THE POINT OF BEGINNING.

ALSO

[illegible]

ALSO:

[illegible]

ALSO

[illegible]

THE ABOVE PROPERTY ALSO BEING KNOWN AS:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND THE EAST ½ OF LOT 10, BLOCK "A", LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 8

LESS AND EXCEPT THAT PORTION TAKEN FOR ROAD RIGHT OF WAY.

LESS LOTS 9 AND 10, BLOCK "B", ROCKETTELLER HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

1. BEARING STRUCTION IS ASSUMED, WITH THE BEARING ON THE WEST RIGHT OF WAY LINE OF SOUTH ATLANTIC AVE/BLK BEING N42°43'37"W.
2. THERE MAY BE ADDITIONAL RESTRICTIONS AND / OR OTHER MATTERS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
3. DIMENSIONS ARE IN U.S. GROUND FEET AND DECIMALS THEREOF.
4. LEGAL DESCRIPTION PER D.R. BOOK 4463, PAGE 3570, AND D.R. BOOK 5665, PAGE 948, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
5. IMPROVEMENTS MAY BE SHOWN AT A LARGER SCALE FOR CLARITY.

Page 756 of 1279

EXHIBIT B

PROPERTY APPRAISER INFORMATION CARD AND DEED



Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3047508

Parcel ID: 421418060010

MEMORIAL HEALTH SYSTEMS INC

264 S ATLANTIC AVE, ORMOND BEACH, FL

Parcel Summary

Alternate Key:	3047508
Parcel ID:	421418060010
Township-Range-Section:	14 - 32 - 14
Subdivision-Block-Lot:	18 - 06 - 0010
Owner(s):	MEMORIAL HEALTH SYSTEMS INC - FS - Fee Simple - 100
Mailing Address On File:	770 W GRANADA BLVD STE 101 ORMOND BEACH FL 32174
Physical Address:	264 S ATLANTIC AVE, ORMOND BEACH 32176
Property Use:	1000 - VACANT COMM
Tax District:	201-ORMOND BEACH
2020 Certified Millage Rate:	17.5978
Neighborhood:	7288
Business Name:	FLORIDA HOSPITAL OCEANSIDE
Subdivision Name:	
Homestead Property:	No

AltKey: 3047508

Parcel ID: 421418060010

MEMORIAL HEALTH SYSTEMS INC

264 S ATLANTIC AVE, ORMOND BEACH, FL

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	\$848,984	\$848,984	\$848,984	\$0	1.5000	\$0.00
0012	DISCRETIONARY	\$848,984	\$848,984	\$848,984	\$0	0.7480	\$0.00
0011	REQ LOCAL EFFORT	\$848,984	\$848,984	\$848,984	\$0	3.5540	\$0.00
0050	GENERAL FUND	\$848,984	\$848,984	\$848,984	\$0	5.3812	\$0.00
0055	LIBRARY	\$848,984	\$848,984	\$848,984	\$0	0.5174	\$0.00
0520	MOSQUITO CONTROL	\$848,984	\$848,984	\$848,984	\$0	0.1781	\$0.00
0530	PONCE INLET PORT AUTHORITY	\$848,984	\$848,984	\$848,984	\$0	0.0845	\$0.00
0058	VOLUSIA ECHO	\$848,984	\$848,984	\$848,984	\$0	0.2000	\$0.00
0057	VOLUSIA FOREVER	\$848,984	\$848,984	\$848,984	\$0	0.2000	\$0.00
0059	VOLUSIA FOREVER I&S 2005	\$848,984	\$848,984	\$848,984	\$0	0.0000	\$0.00
0065	FLORIDA INLAND NAVIGATION DISTRICT	\$848,984	\$848,984	\$848,984	\$0	0.0320	\$0.00
0100	HALIFAX HOSPITAL AUTHORITY	\$848,984	\$848,984	\$848,984	\$0	0.9529	\$0.00
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	\$848,984	\$848,984	\$848,984	\$0	0.2189	\$0.00
0180	ORMOND BEACH	\$848,984	\$848,984	\$848,984	\$0	3.9128	\$0.00
0182	ORMOND BEACH I&S 2003	\$848,984	\$848,984	\$848,984	\$0	0.0290	\$0.00
0184	ORMOND BEACH I&S 2010	\$848,984	\$848,984	\$848,984	\$0	0.0890	\$0.00
						17.5978	\$0.00

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			\$0.00

Estimated Ad Valorem Tax: \$0.00

Estimated Non-Ad Valorem Tax: \$0.00

Estimated Taxes: \$0.00

Estimated Tax Amount without SOH: \$14,940.25

AltKey: 3047508

Parcel ID: 421418060010

MEMORIAL HEALTH SYSTEMS INC

264 S ATLANTIC AVE, ORMOND BEACH, FL

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2021	\$848,984	\$0	\$848,984	\$848,984	\$848,984	\$0	\$0
2020	\$848,984	\$0	\$848,984	\$848,984	\$848,984	\$0	\$0
2019	\$848,984	\$190,034	\$1,039,018	\$1,039,018	\$1,039,018	\$0	\$0
2018	\$509,390	\$11,680,820	\$12,190,210	\$12,190,210	\$12,190,210	\$0	\$0
2017	\$461,635	\$13,369,813	\$13,831,448	\$13,831,448	\$13,831,448	\$0	\$0
2016	\$461,635	\$12,598,541	\$13,060,176	\$13,060,176	\$13,060,176	\$0	\$0
2015	\$461,635	\$11,836,780	\$12,298,415	\$12,298,415	\$12,298,415	\$0	\$0
2014	\$461,635	\$11,371,668	\$11,833,303	\$11,833,303	\$11,833,303	\$0	\$0
2013	\$461,635	\$10,357,300	\$10,818,935	\$10,818,935	\$10,818,935	\$0	\$0

AltKey: 3047508

Parcel ID: 421418060010

MEMORIAL HEALTH SYSTEMS INC

264 S ATLANTIC AVE, ORMOND BEACH, FL

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	1000-VACANT COMMERCIAL	SQUARE FEET			106123			8	\$848,984

Total Land Value: \$848,984

AltKey: 3047508**Parcel ID: 421418060010****MEMORIAL HEALTH SYSTEMS INC****264 S ATLANTIC AVE, ORMOND BEACH, FL****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. Follow this link to search all documents by owner's name.

Book/Page	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
4495 / 3570	1999226866	11/15/1999	WD-WARRANTY DEED	UNQUALIFIED	Improved	\$6,884,188
4105 / 3644	1996085106	05/15/1996	WD-WARRANTY DEED	UNQUALIFIED	Improved	\$16,170,000
2772 / 0014		12/15/1985	WD-WARRANTY DEED	UNQUALIFIED	Improved	\$13,644,700
2703 / 1527		07/15/1985	WD-WARRANTY DEED	UNQUALIFIED	Improved	\$13,600,000
2370 / 0639		08/15/1982	WD-WARRANTY DEED	UNQUALIFIED	Vacant	\$4,661,000

AltKey: 3047508

MEMORIAL HEALTH SYSTEMS INC

Parcel ID: 421418060010

264 S ATLANTIC AVE, ORMOND BEACH, FL

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3046668	166 S ATLANTIC AVE	ORMOND BEACH	2500-SERVICE SHOPS	7288	02/23/2021	\$300,000

AltKey: 3047508

Parcel ID: 421418060010

MEMORIAL HEALTH SYSTEMS INC

264 S ATLANTIC AVE, ORMOND BEACH, FL

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.

LOTS 1 TO 7 INC & E 40 FT OF LOT 8 BLK F ORMOND PARKWAY SUB & LOTS 1 TO 9
INC & E 1/2 OF LOT 10 BLK A ROCKEFELLER HGTS ORMOND BCH PER OR 4495 PG
3570

AltKey: 3047508

Parcel ID: 421418060010

MEMORIAL HEALTH SYSTEMS INC

264 S ATLANTIC AVE, ORMOND BEACH, FL

Permit List

Permit Date	Permit #	Description	Contractor	Amount
01/11/2019	18-7403	DEMOLITION PERMIT	THE ROBINS & MORTON	\$475,000
08/18/2014	14-5671	MISCELLANEOUS	CONCRETE PLUS LLC	\$5,500
09/25/2012	12-5060	REMODEL 3RD FLOOR	ROBINS & MORTON GROU	\$1,107,500
09/07/2012	12-4760	REMODEL 1ST & 2ND FLOOR	ROBINS & MORTON GROU	\$1,307,500
12/17/2008	09-780	MECHANICAL	WESTBROOK A/C & PLUM	\$83,000
11/09/2007	08-00000205	ADD/ALTERATIONS	COMMERCIAL CONSTRUCT	\$386,400
10/26/2007	08-00000204	INTERIOR DEMO	COMMERCIAL CONSTRUCT	\$0
07/19/2005	05-5668		WESTBROOK A/C & PLUM	\$38,000
07/19/2005	05-5667		TERRITO ELECTRIC	\$2,500
12/07/2004	05-1269		THE ROBINS & MORTON	\$2,500,000
08/08/2004	04-00005194		SUPERIOR SHEDS	\$3,000
11/04/2003	03-00000548		J M CONST.	\$366,450
06/23/2003	03-00004096		WSA SYSTEMS	\$7,445
04/28/2003	03-00002894		ADVANTAGE FIRE PROTE	\$0
03/27/2003	03-00002629		MICHAEL "C" CONST.	\$65,000
03/17/2003	03-00002441		ROBINS & MORTON GROU	\$0
02/21/2003	03-00002103		ROBINS & MORTON GROU	\$253,618
02/10/2003	03-00001956		J M CONST.	\$40,000
03/27/2002	02 1507	ADDITIONS/ALTERATION	MR PERMIT	\$3,100
08/30/1996	19960131032	IMPACT CITY	PARACELUS REAL ESTA	\$0
01/31/1996	96 1482	ADDITIONS/ALTERATION	MR PERMIT	\$1,577,090
09/27/1993	93-3773	MISCELLANEOUS	KAEMMER DEWITT CRAIG	\$70,000
11/21/1990	21415	ADDITIONS/ALTERATION	FOLEY & ASSOC	\$114,000
11/12/1990	21342	OTHER BLDGS DEMO	FOLEY & ASSOC	\$1
03/01/1985	6619	ADD'S EMM-BB 3-5-86	MR PERMIT	\$2,145,000

AltKey: 3047508

MEMORIAL HEALTH SYSTEMS INC

Parcel ID: 421418060010

264 S ATLANTIC AVE, ORMOND BEACH, FL

Permit List

Permit Date	Permit #	Description	Contractor	Amount
05/01/1983	3285	NC 73C EMM-BB 3-5-86	MR PERMIT	\$7,850,000
02/01/1983	2865	FOOTERS & STRUCTURAL WORK	MR PERMIT	\$600,000
10/01/1982	2310	SITE WORK EMM-BB 3-5-86	MR PERMIT	\$300,000

11/17/1999 16:33
Doc stamps 48189.40
(Transfer Amt \$6884188)
Instrument # 1999-226866
Book: 4495
Page: 3570

This instrument prepared by
and return after recording by:
Harold C. Hubka
Post Office Drawer 265669
Daytona Beach, FL 32126-5669

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made November 11, 1999, between Medical Center of Santa Rosa, Inc., a Florida corporation whose post office address is One Park Plaza, Nashville, Tennessee 37203 (hereinafter the "Grantor") and Memorial Health Systems, Inc., a Florida not-for-profit corporation whose post office address is 770 West Granada Boulevard, Suite 301, Ormond Beach, Florida 32174 (hereinafter the "Grantee").

WITNESSETH

For and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged by the Grantor, the Grantor does hereby grant, bargain, sell and convey to the Grantee and Grantee's successors and assigns, all of that certain property (hereinafter the "Property") situated in Volusia County, Florida and more particularly described as follows:

All that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference, and all improvements thereon (all of the same herein called the "Property").

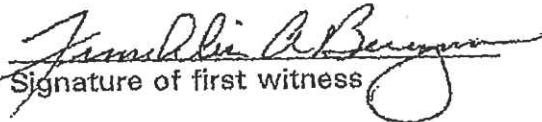
Subject to all those matters set out in Exhibit "B" attached hereto and incorporated herein by reference to the extent such matters are in force and affect the Property.

Tax identification parcel numbers: 4214-18-05-0070; 4214-18-06-0010; 4214-20-02-0010; and 4214-20-04-0010.

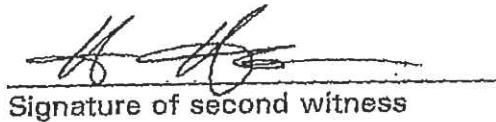
The Grantor hereby covenants with the Grantee (i) that Grantor is lawfully seized of the Property in fee simple, (ii) that Grantor has good right and lawful

authority to sell and convey the Property, and (iii) that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed on its behalf by its duly authorized officer on the day and year stated above.

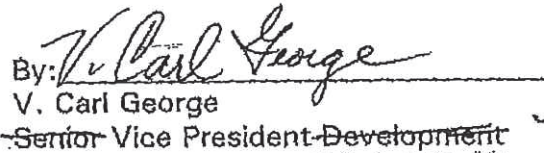
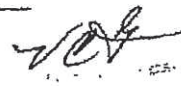

Signature of first witness

FRANKLIN A. BERRYMAN
Printed name of first witness


Signature of second witness

HAROLD C. HUBKA
Printed name of second witness

Medical Center of Santa Rosa, Inc.,
a Florida corporation

By: 
V. Carl George
~~Senior Vice President-Development~~ 

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me on November 11th, 1999, by V. Carl George as the ~~Senior Vice President-Development~~ of Medical Center of Santa Rosa, Inc., a Florida corporation, on behalf of the corporation. He is (check one) ☐ personally known to me or ☒ has produced his Tennessee driver's license as identification.


Notary Public, State of Tennessee at Large

My Commission Expires Nov. 27, 1999

EXHIBIT "A" d/b/a ATLANTIC MEDICAL CENTER - ORMOND;
f/k/a PENINSULA MEDICAL CENTER

MEETS AND BOUNDS LEGAL DESCRIPTION INCLUDING FOUR (4) NON CONTIGUOUS PARCELS:

PARCEL NORTH OF ORMOND PARKWAY: A PORTION OF BLOCK "E", ORMOND PARKWAY SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 11, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF LOT 10, SAID BLOCK "E"; THENCE NORTH 25 DEGREES, 00 MINUTES, 00 SECONDS WEST, 104.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE NORTH 64 DEGREES, 56 MINUTES, 15 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "E", 209.55 FEET TO THE NORTHEAST CORNER OF LOT 7, SAID BLOCK "E"; THENCE SOUTH 25 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT 7, 104.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE SOUTH 64 DEGREES, 56 MINUTES, 15 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "E", 209.42 FEET TO THE POINT OF BEGINNING;

ALSO,

PARCEL SOUTH OF ORMOND PARKWAY AND NORTH OF VALENCIA DRIVE: A PORTION OF BLOCK "A", ROCKEFELLER HEIGHTS, SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF BLOCK "F", SAID ORMOND PARKWAY SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF THE EASTERLY 40 FEET OF LOT 8, SAID BLOCK "F"; THENCE NORTH 64 DEGREES, 56 MINUTES, 15 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK "F", 436.01 FEET TO THE CURRENT (1996) WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A), SAID POINT BEING A 3/4 INCH IRON PIPE; THENCE SOUTH 26 DEGREES, 30 MINUTES, 18 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 105.12 FEET TO A JOG IN SAID RIGHT OF WAY LINE; THENCE EASTERLY ALONG SAID JOG, 2.10 FEET; THENCE SOUTH 25 DEGREES, 00 MINUTES, 45 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 220.03 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 3 DEGREES, 53 MINUTES, 57 SECONDS; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 1.36 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 63 DEGREES, 03 MINUTES, 10 SECONDS WEST, A DISTANCE OF 1.36 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES, 00 MINUTES, 08 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 81.79 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES, 59 MINUTES, 57 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES, 59 MINUTES, 52 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID BLOCK "A", 14.98 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES, 59 MINUTES, 52 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES, 00 MINUTES, 08 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 225.17 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 10, SAID BLOCK "A"; THENCE NORTH 25 DEGREES, 16 MINUTES, 54 SECONDS WEST, ALONG THE WEST LINE OF THE SAID EAST 1/2 OF LOT 10, 105.13 FEET TO AN IRON PIPE MARKING THE NORTHWEST CORNER OF SAID EAST 1/2 OF LOT 10; THENCE SOUTH 65 DEGREES, 04 MINUTES, 47 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOT 8, SAID BLOCK "F", ORMOND PARKWAY SUBDIVISION, 31.88 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF THE EASTERLY 40 FEET OF SAID LOT 8, BLOCK "F"; THENCE NORTH 25 DEGREES, 06 MINUTES, 49 SECONDS WEST, ALONG THE WEST LINE OF SAID EASTERLY 40 FEET OF LOT 8, BLOCK "F", 103.77 FEET TO THE POINT OF BEGINNING;

ALSO,

PARCEL SOUTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "B", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF LOT 10, SAID BLOCK "B"; THENCE NORTH 65 DEGREES, 00 MINUTES, 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "B", 250.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.28 FEET AND A CENTRAL ANGLE OF 89 DEGREES, 41 MINUTES, 00 SECONDS; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.70 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES, 09 MINUTES, 38 SECONDS EAST, A DISTANCE OF 70.91 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES, 40 MINUTES, 52 SECONDS WEST, ALONG THE WESTERLY LINE OF LOT 1, SAID BLOCK "B", 15.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES, 41 MINUTES, 00 SECONDS; THENCE NORTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.70 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES, 09 MINUTES, 38 SECONDS EAST, A DISTANCE OF 70.91 FEET TO THE END OF SAID CURVE; THENCE NORTH 65 DEGREES, 00 MINUTES, 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF LOT 1, SAID BLOCK "B", 81.41 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 05 DEGREES, 56 MINUTES, 26 SECONDS; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 2.07 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 67 DEGREES, 58 MINUTES, 21 SECONDS EAST, A DISTANCE OF 2.07 FEET TO THE END OF SAID CURVE AND TO A POINT ON THE CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE; THENCE SOUTH 24 DEGREES, 58 MINUTES, 37 SECONDS EAST, ALONG THE SAID CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE, 169.89 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LOT 3, SAID BLOCK "B"; THENCE SOUTH 64 DEGREES, 59 MINUTES, 48 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 3, 184.34 FEET TO THE IRON PIPE MARKING THE NORTHWEST CORNER OF THE SOUTHERLY 50 FEET OF LOT 5, SAID BLOCK "B"; THENCE SOUTH 24 DEGREES, 46 MINUTES, 02 SECONDS EAST, ALONG THE EASTERLY LINE OF LOT 6, SAID BLOCK "B", 49.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 65 DEGREES, 09 MINUTES, 33 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "B", 250.00 FEET TO THE SOUTHWEST CORNER OF LOT 10; THENCE NORTH 24 DEGREES, 44 MINUTES, 02 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 10, 105.00 FEET TO THE POINT OF BEGINNING,

ALSO,

PARCEL SOUTH OF VALENCIA DRIVE AND NORTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "D", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE IRON PIPE AND CAP MARKING THE NORTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 65 DEGREES, 00 MINUTES, 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "D", 119.81 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 49.91 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 06 MINUTES, 00 SECONDS; THENCE EASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.49 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 69 DEGREES, 56 MINUTES, 52 SECONDS EAST, A DISTANCE OF 70.65 FEET TO THE END OF SAID CURVE; THENCE SOUTH 24 DEGREES, 53 MINUTES, 52 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID BLOCK "D", 110.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.09 FEET AND A CENTRAL ANGLE OF 89 DEGREES, 54 MINUTES, 00 SECONDS; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.59 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 20 DEGREES, 03 MINUTES, 09 SECONDS WEST, A DISTANCE OF 70.78 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES, 00 MINUTES, 09 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID BLOCK "D", 170.00 FEET TO THE IRON PIPE

MARKING THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK "D"; THENCE NORTH 24 DEGREES, 59 MINUTES, 51 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 6, 105.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTH 64 DEGREES, 51 MINUTES, 22 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 8, 49.65 FEET TO THE SOUTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 24 DEGREES, 50 MINUTES, 22 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 26, 105.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE PROPERTY BEING ALSO KNOWN AS:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND EAST 1/2 OF LOT 10, BLOCK "A"; LOTS 1, 2, 3, AND 5, EXCEPT THE SOUTHERLY 50 FEET THEREOF, AND LOTS 6, 7, 8, 9, AND 10, BLOCK "B", LOTS 1, 2, 3, 4, 5, 6, AND 26, BLOCK "D", ROCKEFELLER HEIGHTS, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOTS 7, 8, 9, 10 OF BLOCK "E"; LOTS 1, 2, 3, 4, 5, 6, 7, AND EASTERLY 40 FEET OF LOT 8, BLOCK "F", ORMOND PARKWAY, AS PER MAP RECORDED IN MAP BOOK 11, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION TAKEN FOR ROAD RIGHT OF WAY.

EXHIBIT "B" - ORMOND

BOOK: 4495
Page: 3575

1. Taxes for the year 1999 and thereafter and taxes or assessments which are not shown as existing liens by the public records or which may be levied or assessed subsequent to the date hereof. Said taxes become a lien as of January 1 of each year, but are not due and payable until November 1 of that same year, pursuant to Section 197.333, F.S..
2. Reservations in favor of Trustees of the Internal Improvement Fund of the State of Florida, as contained in No. 1930, dated April 11, 1945 and recorded April 30, 1945 in Deed Book 315, page 394 (as to Lot 2, Block B, Rockefeller Heights), of the Public Records of Volusia County, Florida, which provide as follows:

- a) "AS TO LANDS IN TRACTS OR COMPOSITE TRACTS AGGREGATING TEN (10) ACRES OR MORE: RESERVING unto the State of Florida the title to an undivided one-half of all petroleum and petroleum products and title to an undivided three-fourths of all other minerals which may be found on or under the said land, together with the right to explore for and to mine and develop the same."

The right of entry for mining and exploration in said reservations has been released by Section 270.11, F.S..

- b) "RESERVING unto the State of Florida easement for state road right of way two hundred (200) feet wide lying equally on each side of the center line of any state road existing on the date of this deed through so much of any parcel herein described as is within one hundred (100) feet of said center line."
3. Reservations in favor of Trustees of the Internal Improvement Fund of the State of Florida, as contained in No. 2066, dated July 30, 1945 and recorded September 10, 1945 in Deed Book 323, page 37 (as to Lots 5, 9 and 10, Block A, Rockefeller Heights), of the Public Records of Volusia County, Florida, which provide as follows:

"AS TO ALL LANDS, there is reserved unto the State of Florida the title to an undivided one-half of all petroleum and petroleum products, and title to an undivided three-fourths of all other minerals which may be found on or under said land, together with the privilege outside any municipality, this date, to explore for and to mine and develop same. Said privilege to explore, mine and develop is to be conducted on and under lands inside any municipality, this date, only with the consent of the surface owner."

BOOK: 4495
PAGE: 3576

The right of entry for mining and exploration in said reservations has been released by Section 270.11, F.S..

4. Reservations in favor of Trustees of the Internal Improvement Fund of the State of Florida, as contained in No. 2062, dated July 30, 1945 and recorded September 10, 1945 in Deed Book 323, page 30 (as to Lot 6, Block A, Rockefeller Heights), of the Public Records of Volusia County, Florida, which provide as follows:

"AS TO ALL LANDS, there is reserved unto the State of Florida the title to an undivided one-half of all petroleum and petroleum products, and title to an undivided three-fourths of all other minerals which may be found on or under said land, together with the privilege outside any municipality, this date, to explore for and to mine and develop same. Said privilege to explore, mine and develop is to be conducted on and under lands inside any municipality, this date, only with the consent of the surface owner."

The right of entry for mining and exploration in said reservations has been released by Section 270.11, F.S..

5. Reservations in favor of Trustees of the Internal Improvement Fund of the State of Florida, as contained in No. 2229, dated October 30, 1945 and recorded November 23, 1945 in Deed Book 323, page 243 (as to Lots 1 through 4, Block F, Rockefeller Heights), of the Public Records of Volusia County, Florida, which provide as follows:

"AS TO ALL LANDS, there is reserved unto the State of Florida the title to an undivided one-half of all petroleum and petroleum products, and title to an undivided three-fourths of all other minerals which may be found on or under said land, together with the privilege outside any municipality, this date, to explore for and to mine and develop same. Said privilege to explore, mine and develop is to be conducted on and under lands inside any municipality, this date, only with the consent of the surface owner."

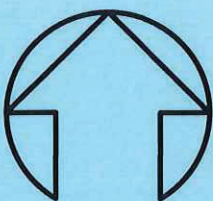
The right of entry for mining and exploration in said reservations has been released by Section 270.11, F.S..

6. Easement in favor of City of Ormond Beach contained in instrument dated November 13, 1962 and recorded December 13, 1962 in Official Records Book 495, page 701, of the Public Records of Volusia County, Florida.
7. Restrictions, covenants and conditions as contained in the Warranty Deed dated April 15, 1964 and recorded April 21, 1964 in Official Records Book 618, page 65, of the Public Records of Volusia County, Florida.

8. Easement in favor of City of Ormond Beach contained in instrument dated January 9, 1956 and recorded March 14, 1956 in Deed Book 552, page 203, of the Public Records of Volusia County, Florida.
9. Easement in favor of City of Ormond Beach contained in instrument dated December 27, 1962 and recorded December 31, 1962 in Official Records Book 500, page 248, of the Public Records of Volusia County, Florida.
10. Easement in favor of Southern Bell Telephone and Telegraph Company contained in instrument dated July 3, 1969 and recorded July 15, 1969 in Official Records Book 1112, page 593, of the Public Records of Volusia County, Florida.
11. Easement in favor of Florida Power and Light Company contained in instrument dated August 5, 1983 and recorded September 8, 1983 in Official Records Book 2487, page 224, of the Public Records of Volusia County, Florida.
12. Building setback lines as shown on the plat of Rockefeller Heights recorded in Map Book 6, Page 210, Public Records of Volusia County, Florida.
13. Terms, conditions, restrictions and other limitations set forth in the Conditional Use Permit recorded August 9, 1995 in Official Records Book 4027, page 2177 being amended by Resolution No. 97-113 recorded 4225, page 1698 and by the Amended Conditional Use Permit recorded in Official Records Book 4225, page 1702, Public Records of Volusia County, Florida.
14. Restrictions, covenants, conditions and easements as contained in the Declaration of Covenants and Restrictions recorded November 13, 1997 in Official Records Book 4251, page 3699, of the Public Records of Volusia County, Florida.
15. Terms, conditions and provisions of the unrecorded First Union National Bank Specialty Branch License Agreement dated June 5, 1997, and the unrecorded First Union National Bank ATM License Agreement dated June 5, 1997.
16. Encroachment of Asphalt Parking Area, concrete curb for island and concrete curbing onto the Reservation for Right-of-Way, held by the Trustees of the Internal Improvement Fund as recorded in Deed Book 315, page 394, of the Public Records of Volusia County, Florida (as to Lot 2, Block B, Rockefeller Heights) as disclosed on survey prepared by Sliger & Associates, Inc., dated November 9, 1999.
17. Encroachments of concrete walk onto the Right-of-Way of Valencia Drive, as disclosed on survey prepared by Sliger & Associates, Inc., dated November 9, 1999.

18. Easement rights, if any, in and to the Light Poles lying within Lots 1, 2 and 7, Block B, Lots 1, 4 and 8, Block A, and Lots 2, 3, 5 and 26, Block D, Rockefeller Heights, as disclosed on survey prepared by Sliger & Associates, Inc., dated November 9, 1999.
19. Easement rights, if any, to Sanitary Manholes lying within Lots 1 and 5, Block A, Rockefeller Heights and Lots 9 and 10, Block E, Ormond Parkway, as disclosed on survey prepared by Sliger & Associates, Inc., dated November 9, 1999.
20. Easement rights, if any, in and to Power Poles lying within Lots 6 and 10, Block B, Rockefeller Heights, as disclosed on survey prepared by Sliger & Associates, Inc., dated November 9, 1999.
21. Propane Valves and Concrete Curb and Parking encroaches onto Florida Power & Light Company easement recorded in Official Records Book 2487, page 224, lying within Lot 8, Block F, Rockefeller Heights, as disclosed by survey prepared by Sliger & Associates, dated November 9, 1999.
22. Taxes for the year 1999 and any taxes and assessments levied or assessed subsequent to the date hereof. Said taxes become a lien as of January 1, 1999, but are not due and payable until November 1, 1999, pursuant to section 197.333 F.S..
23. 3 Story Masonry Building - Hospital running over and across the 5 foot Southern Bell Easement recorded in Official Records Book 1112, page 593, as disclosed on survey prepared by Sliger & Associates, Inc., dated November 9, 1999.
24. 3 Story Masonry Building - Hospital running over and across the Florida Power & Light Company easement recorded in Official Records Book 2487, page 224 lying within Lot 4, Block F, Rockefeller Heights, as disclosed by Survey prepared by Sliger & Associates, Inc., dated November 9, 1999.

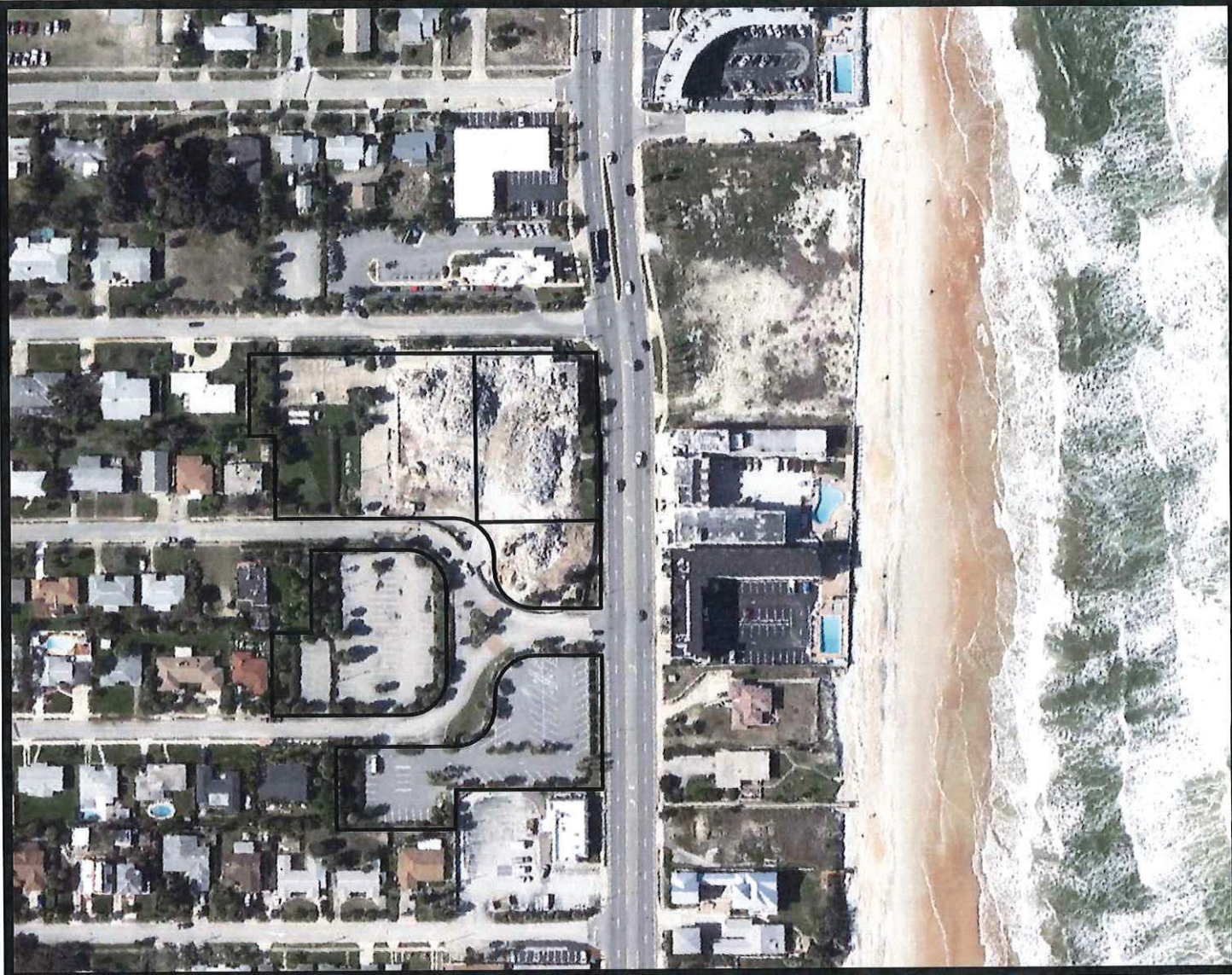
EXHIBIT C
LOCATION MAP



PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

1 OF 1

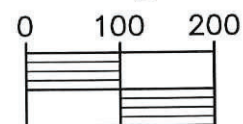
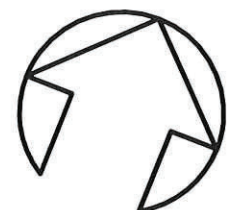
EXHIBIT D
AERIAL MAP



ORMOND BEACH HOLDINGS, LLC.
AERIAL
PARKER MYNCHENBERG
& ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
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 STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011
 KEVIN A. LEE P.E. #71501
 CERTIFICATE OF AUTHORIZATION NUMBER 00003910

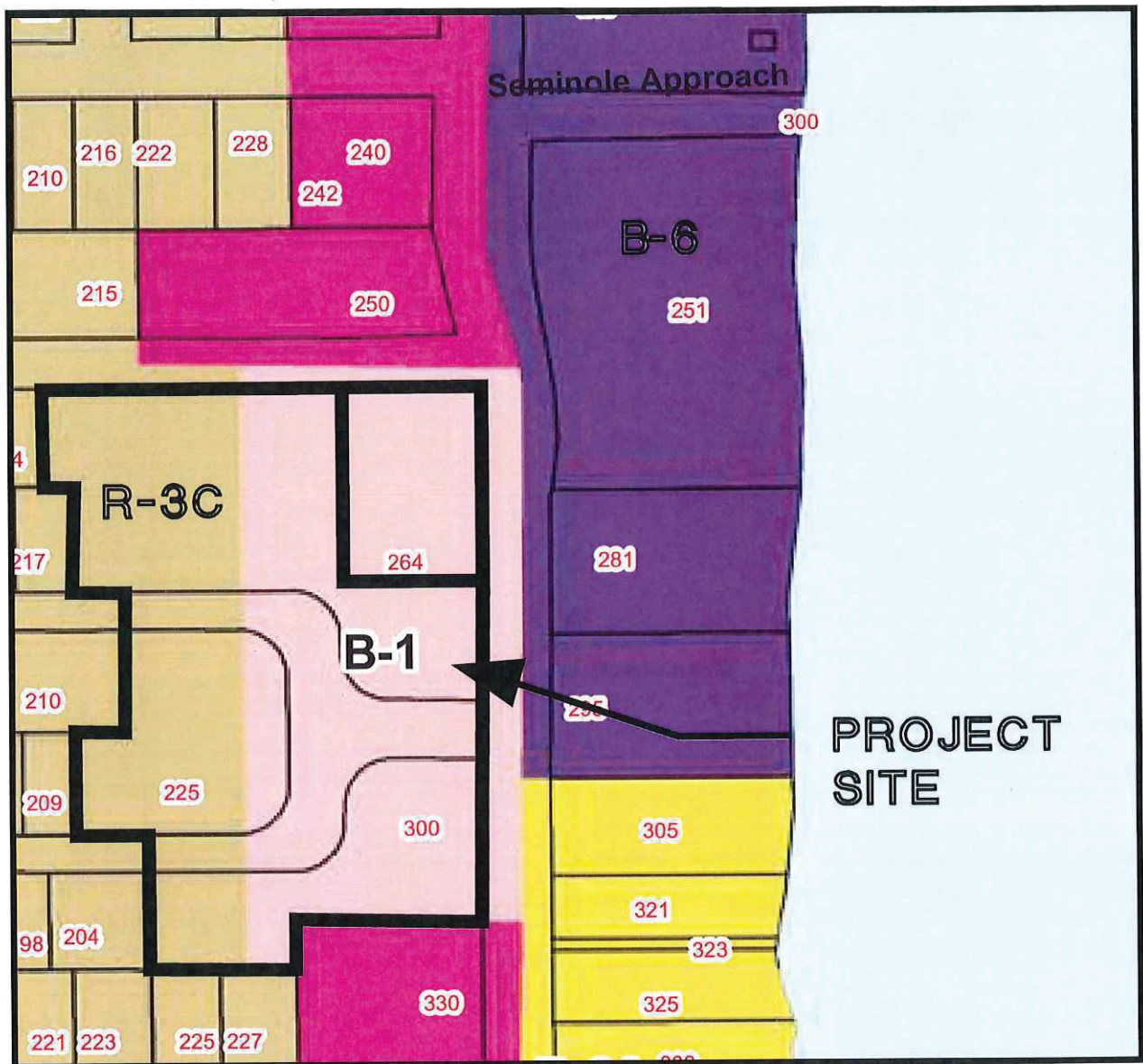
1 OF 1



SCALE: 1"=200'

04/18/2022

EXHIBIT E
EXISTING ZONING MAP



R-3C SINGLE FAMILY MEDIUM DENSITY
 B-1 PROFESSIONAL OFFICE-HOSPITAL

ORMOND BEACH HOLDINGS, LLC. **CURRENT ZONING MAP** **PARKER MYNCHENBERG** **& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
 PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
 STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011
 KEVIN A. LEE P.E. #71501
 CERTIFICATE OF AUTHORIZATION NUMBER 00003910

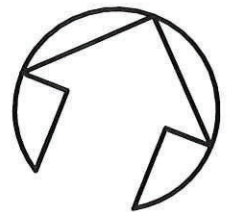
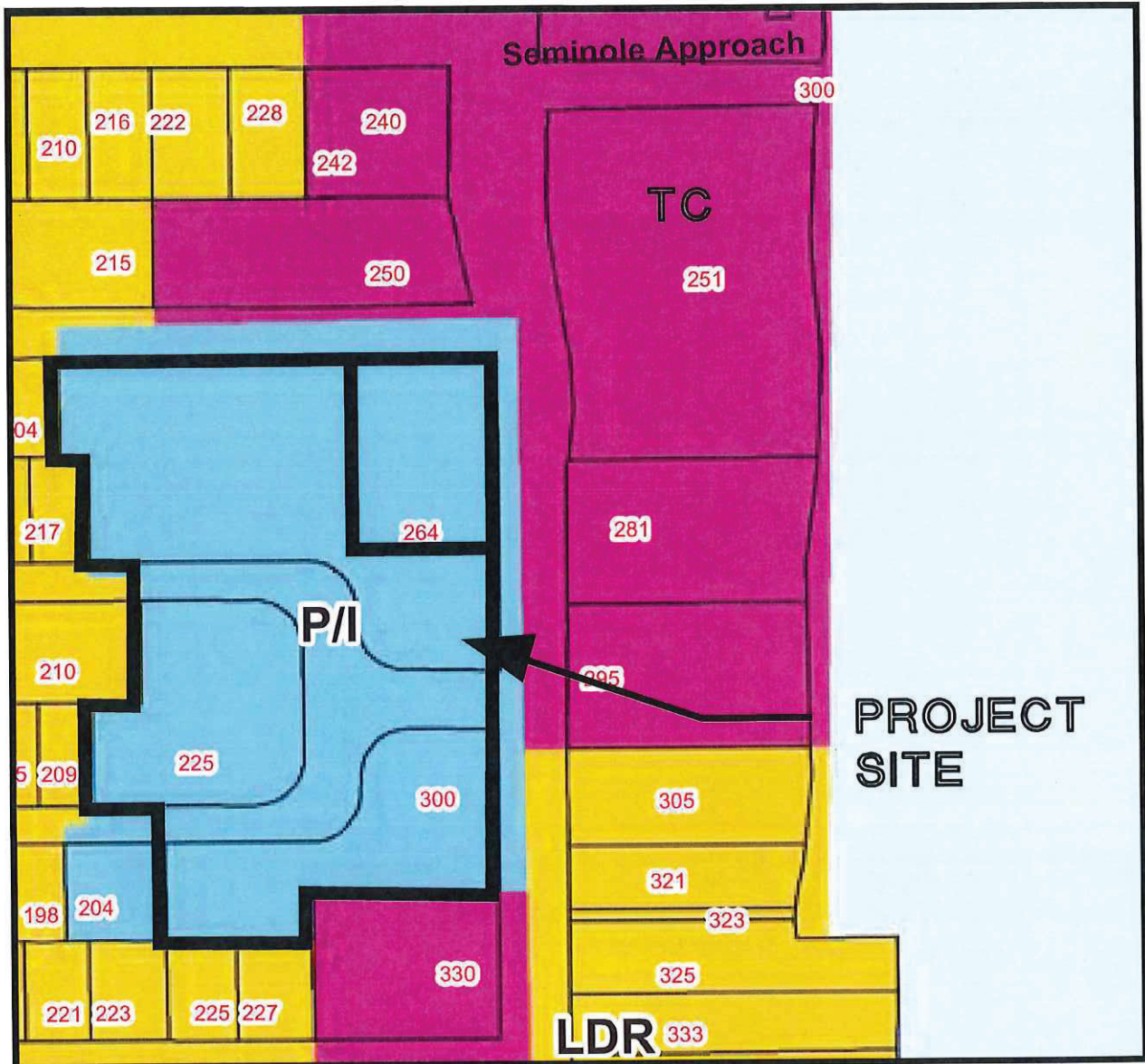


EXHIBIT F

EXISTING FUTURE LAND USE MAP



TC - TOURIST COMMERCIAL
P/I - PUBLIC / INSTITUTIONAL

ORMOND BEACH HOLDINGS, LLC. CURRENT FLU MAP PARKER MYNCHENBERG & ASSOCIATES, INC.

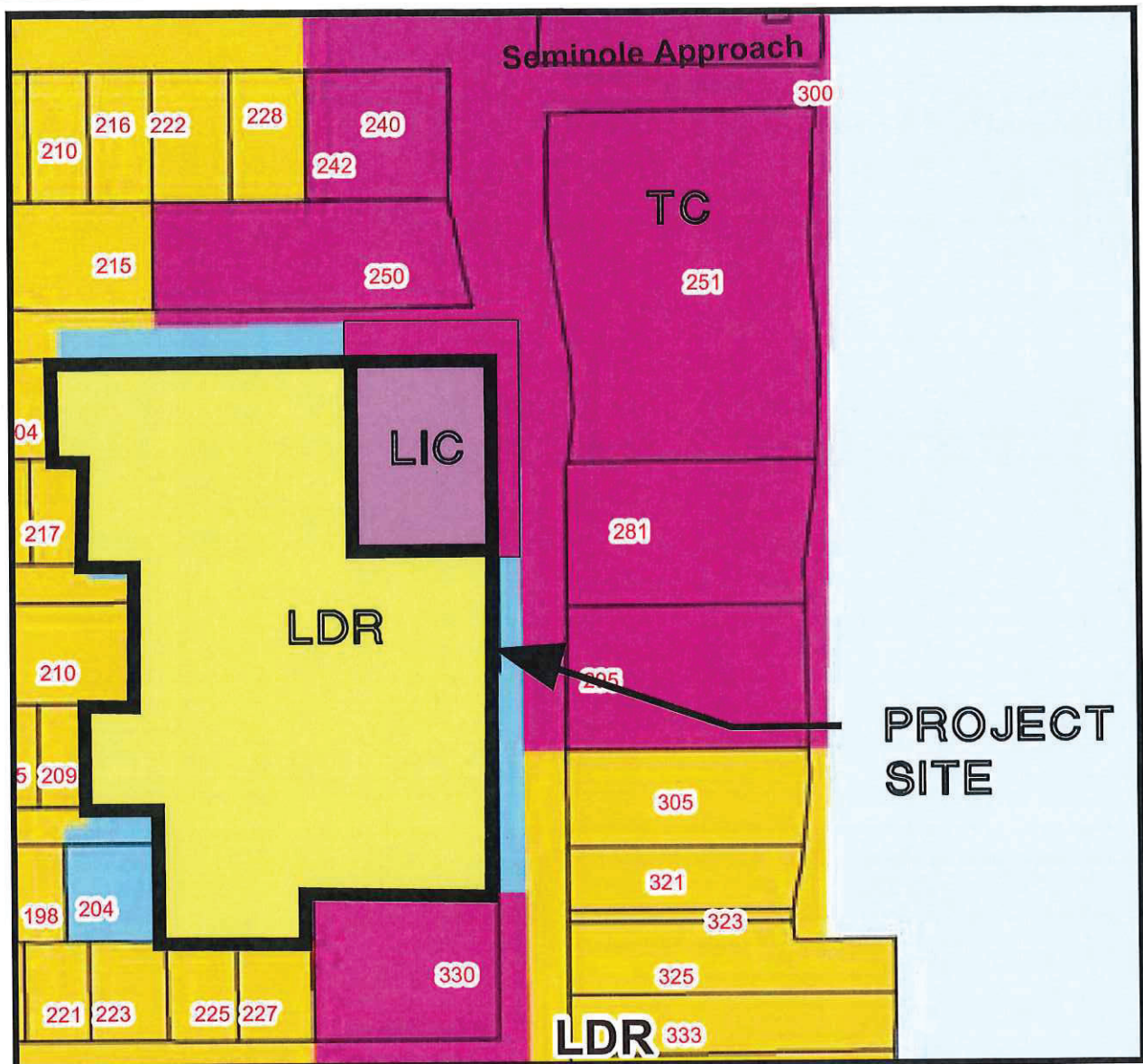
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

1 OF 1

04/18/2022

EXHIBIT G

PROPOSED FUTURE LAND USE MAP



LIC - LOW INTENSITY COMMERCIAL
LDR - LOW DENSITY RESIDENTIAL

ORMOND BEACH HOLDINGS, LLC. **PROPOSED FLU MAP** **PARKER MYNCHENBERG** **& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

1 OF 1

04/18/2022

EXHIBIT H

TRANSPORTATION TECHNICAL MEMO AND PARKING ANALYSIS

Via email: (Steven.spraker@ormondbeach.org)

Ref: 5453.51

TECHNICAL MEMORANDUM

To: Mr. Steven S. Spraker, AICP
City of Ormond Beach

From: Crystal Mercedes, PTP, RSP1

Date: March 23, 2022

Subject: Ormond Beach Hotels – Trip Generation and Comprehensive Plan Amendment Traffic Impact Analysis (CPA)
Ormond Beach, FL

INTRODUCTION

LTG, Inc. (LTG) has been retained by Ormond Beach Holdings, LLC (the CLIENT) to conduct traffic engineering and transportation planning services on behalf of the proposed comprehensive plan amendment (CPA) for the development of the proposed Ormond Beach Hotel (approximately 4.24 acres total). The subject properties are located along the west side of SR A1A and south of Seminole Avenue in the City of Ormond Beach, Florida (See Figure 1).

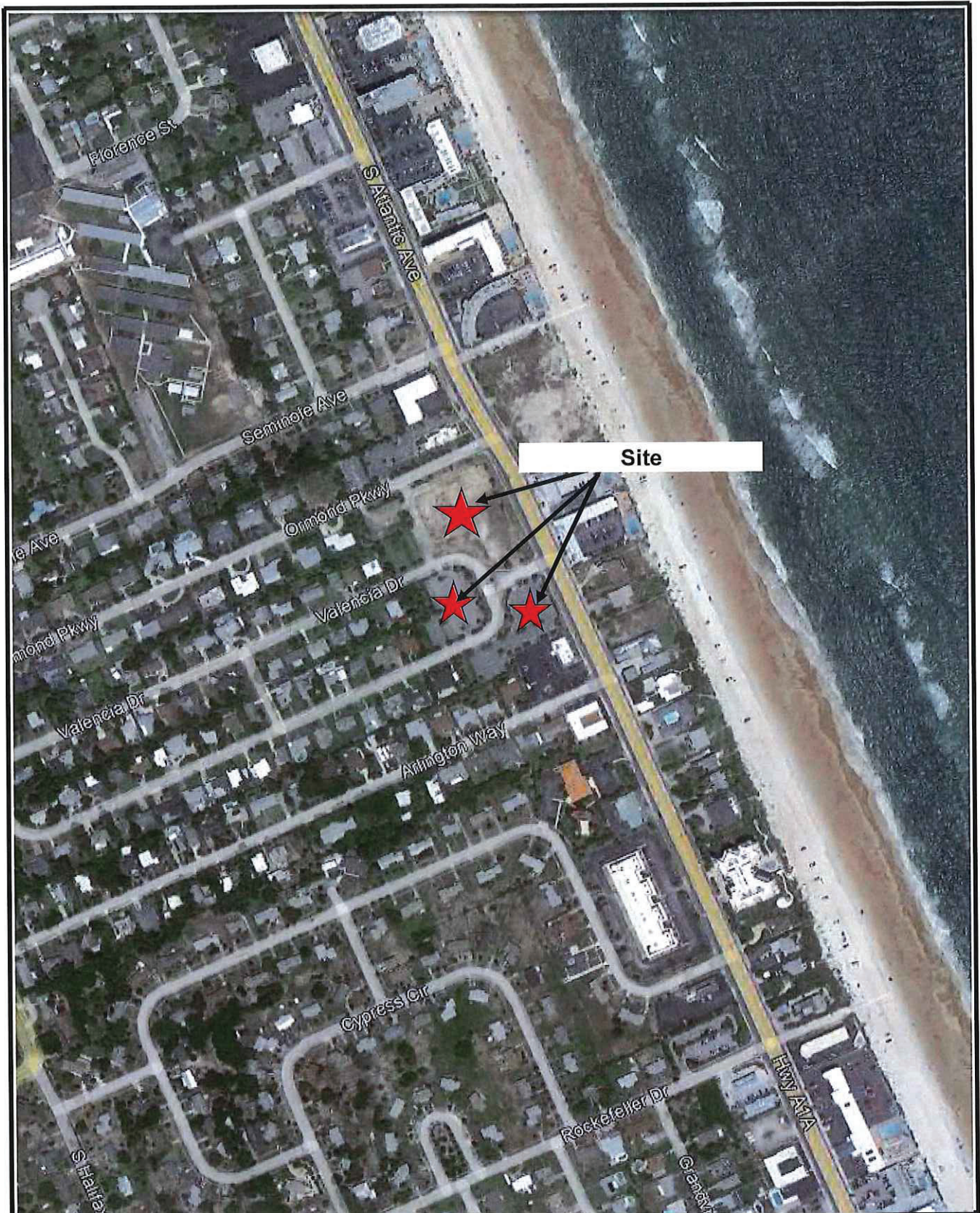
The proposed CPA will change the future land use designations of the properties from the existing Public Institutional (PI) to the proposed Suburban Low Density Residential (3.48 Acres) and Low Intensity Commercial (0.76 Acres). The addresses and total acreage information for each parcel is summarized in Table 1 below.

Table 1
Comprehensive Plan Amendment Summarized
Ormond Hotel - CPA

Property Address	Existing FLU		Proposed FLU	
	Acreage	Category	Acreage	Category
264 S Atlantic Avenue	2.38	Public Institutional	3.48	Suburban Low Density
225 Magnolia Drive	0.91		0.76	Low Intensity Commercial
300 S. Atlantic	0.95			
Total Acreage:	4.24		4.24	

The methodology and procedures used in this analysis are consistent with the guidelines for the City, the River to Sea Transportation Planning Organization (TPO), and the Florida Department of Transportation (FDOT).

Please note that the development scenarios are based on maximum development potential of the existing future land use designation and the proposed future land use designation.



**Ormond
Hotels CPA**



NTS

Site Location

Project No.: 5453.51

Figure 1



1450 W. Granada Blvd., Suite 2, Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

TRIP GENERATION FOR THE EXISTING & PROPOSED FUTURE LAND USE DESIGNATIONS

The trip generation for the existing and proposed Future Land Use (FLU) designations were determined using the Institute of Transportation Engineers (ITE) document, *Trip Generation Manual*, 11th Edition.

First, the existing Public Institutional FLU was examined. Based on the allowable intensity of 0.8 floor area ratio (FAR), City PI permits a maximum development program of 148,000 square feet of institutional use. ITE Library land use (code 590) was selected as the highest trip-generating use allowed within this designation. The resultant daily and p.m. peak-hour trip generation is shown in Table 2.

Next, the maximum development potential of the requested Suburban Low Density Residential (SLDR) and Low Intensity Commercial (LIC) were examined. For the SLDR category, which permits from 0.2-6 units per acre, an allowable density of 4.3 units per acre is being requested. Based on the requested SLDR density of 4.3 units per acre and an allowable intensity of 0.6 FAR for the LIC category, a maximum development program of 15 single family dwelling units and 20,000 square feet of commercial use is proposed. ITE Single Family Dwelling Unit land use (code 210) and Strip Retail Plaza land use (code 822) were selected as the highest trip-generating uses allowed within this designation. The resultant daily and p.m. peak-hour trip generation are shown in Table 3.

A portion of the trips generated by the shopping center use, known as pass-by trips, are expected to be attracted from existing traffic on the adjacent roadway. This pass-by percentage, which is given as 34% in the ITE *Trip Generation Handbook*, 3rd Edition, was checked against 14% of traffic of the adjacent roadway to ensure the maximum allowable pass-by deduction, per Volusia County criteria, is not exceeded. The net project trips resulting from the subtraction of pass-by trips is also shown in Table 3.

Table 4 shows the difference in trip generation between the existing and proposed FLU designations. As indicated in Table 4, the proposed CPA results in a potential decrease of 8,740 daily trips and 1,225 p.m. peak-hour trips.

Table 2
Existing Public Institutional FLU Trip Generation
Ormond Hotel – CPA

Time Period	FLU Designation	Land Use	ITE LUC	Trip Rate/ Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips (T)
Daily	Public Institutional - FAR:0.8	Library	590	$\ln(T) = 0.99 \ln(X) + 4.28$	148	KSF	50%	50%	5,077	5,077	10,154
P.M. Peak-Hour				$T = 9.33(X) - 17.13$			48%	52%	653	708	1,361

Table 3
Proposed FLU Trip Generation
Ormond Hotel - CPA

Time Period	FLU Designation	Land Use	ITE LUC	Trip Rate/ Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips (T)	Pass-By Trips			External Trips		
												Trips Entering	Trips Exiting	Total Pass-by	Trips Entering	Trips Exiting	Total External
Daily	(3.48 Acres) - Density: 4.3 Units per Acre	Single Family Dwelling Units	210	$\ln(T) = 0.92 \ln(X) + 2.68$	15	SFDU	50%	50%	88	88	176	0	0	0	88	88	176
	Low Intensity Commercial (0.76 Acres) - FAR:0.6	Strip Retail Plaza	822	$T = 94.49 (X)$	20	KSF	50%	50%	939	939	1,878	320	320	640	619	619	1,238
Total:									1,027	1,027	2,054	320	320	640	707	707	1,414
P.M. Peak-Hour	Low Density Residential (3.48 Acres) - Density: 4.3 Units per Acre	Single Family Dwelling Units	210	$\ln(T) = 0.94 \ln(X) + 0.27$	15	SFDU	63%	37%	11	7	18	0	0	0	11	7	18
	Low Intensity Commercial (0.76 Acres) - FAR:0.6	Strip Retail Plaza	822	$T = 9.03 (X)$	20	KSF	48%	52%	86	94	180	30	32	62	56	62	118
Total:									97	101	198	30	32	62	67	69	136

Table 4
Existing & Proposed FLU Trip Generation Comparison
Ormond Hotel - CPA

Time Period	Existing FLU	Proposed FLU	Difference	
Daily	10,154	1,414	8,740	Decrease
P.M. Peak-Hour	1,361	136	1,225	Decrease

CONCLUSION

The study was conducted to evaluate the potential impact the proposed CPA would have on area roadways. Based on this analysis, there would be a decrease in potential trip generation. LTG recommends approval of the requested comprehensive plan amendment based upon this technical memorandum. Concurrency and any required mitigation to support a proposed development plan will be assessed in greater detail during the final development permitting process as well.

I affirm, by affixing my signature below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional planning.

Name: Crystal A. Mercedes, PTP

Signature: Crystal Mercedes

Date: March 22, 2022

Digitally signed by Crystal Mercedes
DN: cn=Crystal Mercedes, o=LTG, ou=Crystal Mercedes
Location: 1435 Vero Beach Blvd, Suite 2, Orono Beach, FL 32174
Reason: I am the signer of this document.
My signature is on this document.
Created: 2022.03.22 15:19:25-0400

EXHIBIT I

DEMAND CALCULATIONS

April 15, 2022

Ormond Beach Holdings, LLC

Water & Sewer Demand

Existing FLU

SUMMARY

The project includes a 4.24 acre site West of A1A with a FLU designation of Public Institutional (PI). Based on a Floor Area Ratio (FAR) analysis the 4.24 acre PI site has a FAR of 0.8 and permits a maximum building size of 147,756 SF. The maximum allowable water and sewer demand calculations are based on this building size.

ANALYSIS

Design Type and Number of Service Connections, Calculation Units, Total Average Daily Flow, and Peak Gal/Min, in the Entire Area to Be Served by the Water and Sewer Mains Being Constructed Under this Project:

WATER					
Type of Service Connection	Water Demand Calculation Units	Average Daily Water Demand Per Service Connection	Total Average Daily Flow (gpd)	Peak ADF Flow ^a (gpd)	Peak GPM Flow ^a
Public Institutional	147,756 sqft	0.10 gpd/sqft	14,776	44,327	30.78
TOTAL WATER DEMAND			14,776	44,327	30.78

SEWER					
Type of Service Connection	Sewer Demand Calculation Units	Average Daily Sewer Demand Per Service Connection	Total Average Daily Flow (gpd)	Peak ADF Flow ^a (gpd)	Peak GPM Flow ^a
Public Institutional	147,756 sqft	0.10 gpd/sqft	14,776	44,327	30.78
TOTAL SEWER DEMAND			14,776	44,327	30.78

a. Explanation of Peaking Factor(s) or Method(s) Used to Estimate Peak Flow:

Peaking Factor = 3.0 (typical)

Sincerely,

S • E • A • L

Parker Mynchenberg, P.E., R.L.A.
P.E. No. 32645

April 15, 2022

Ormond Beach Holdings, LLC**Water & Sewer Demand***Proposed FLU*SUMMARY

The proposed land use change would make 0.76 acres West of A1A have a future land use of Low Intensity Commercial (LIC); the remaining 3.48 acres West of A1A will have a future land use of Low Density Residential (LDR). Based on a Floor Area Ratio (FAR) analysis the 0.76 acre LIC site has a FAR of 0.6 and permits a maximum building size of 19,863 SF. The maximum density for LDR is 4.3 units/acre which allows for 15 units. The maximum allowable water and sewer demand calculations are based on these building sizes and residential units

ANALYSIS

Design Type and Number of Service Connections, Calculation Units, Total Average Daily Flow, and Peak Gal/Min, in the Entire Area to Be Served by the Water and Sewer Mains Being Constructed Under this Project:

WATER					
Type of Service Connection	Water Demand Calculation Units	Average Daily Water Demand Per Service Connection	Total Average Daily Flow (gpd)	Peak ADF Flow ^a (gpd)	Peak GPM Flow ^a
Low Intensity Commercial	19,863 sqft	0.10 gpd/sqft	1,986	5,959	4.14
Single Family Residential	15 units	300 gpd/unit	4,500	13,500	9.38
TOTAL WATER DEMAND			6,486	19,459	14

SEWER					
Type of Service Connection	Sewer Demand Calculation Units	Average Daily Sewer Demand Per Service Connection	Total Average Daily Flow (gpd)	Peak ADF Flow ^a (gpd)	Peak GPM Flow ^a
Low Intensity Commercial	19,863 sqft	0.10 gpd/sqft	1,986	5,959	4.14
Single Family Residential	15 units	281 gpd/unit	4,215	12,645	8.78
TOTAL SEWER DEMAND			6,201	18,604	13

a. Explanation of Peaking Factor(s) or Method(s) Used to Estimate Peak Flow:

Peaking Factor = 3.0 (typical)

Sincerely,

S • E • A • L

Parker Mynchenberg, P.E., R.L.A.
P.E. No. 32645

April 15, 2022

Ormond Beach Holdings, LLC**Water & Sewer Demand
PROPOSED USE****SUMMARY**

The proposed project is to construct remote parking on the West side of A1A to support the proposed hotel and 15 single family residential lots on the remainder of the site West of A1A.

ANALYSIS

Design Type and Number of Service Connections, Calculation Units, Total Average Daily Flow, and Peak Gal/Min, in the Entire Area to Be Served by the Water and Sewer Mains Being Constructed Under this Project:

WATER					
Type of Service Connection	Water Demand Calculation Units	Average Daily Water Demand Per Service Connection	Total Average Daily Flow (gpd)	Peak ADF Flow ^a GPD	Peak GPM Flow ^a
Remote Parking	SF	0 gpd/SF			
Single Family Residential	15 units	300 gpd/unit	4,500	13,500	9.38
TOTAL WATER DEMAND			4,500	13,500	9.38

SEWER					
Type of Service Connection	Sewer Demand Calculation Units	Average Daily Sewer Demand Per Service Connection	Total Average Daily Flow (gpd)	Peak ADF Flow ^a	Peak GPM Flow ^a
Remote Parking	SF	0 gpd/SF			
Single Family Residential	15 units	281 gpd/unit	4,215	12,645	8.78
TOTAL SEWER DEMAND			4,215	12,645	8.78

a. Explanation of Peaking Factor(s) or Method(s) Used to Estimate Peak Flow:

Peaking Factor = 3.0 (typical)

Sincerely,

S • E • A • L

Parker Mynchenberg, P.E., R.L.A.
P.E. No. 32645

EXHIBIT J
ENVIRONMENTAL REPORT



201 Basque Road
St. Augustine, FL 32080
Tel. (904) 347-9133
Fax (904) 512-0459
www.atlanticeco.com

January 25, 2022

Ormond Beach Holding, LLC
Attn: Ford Elliott
20 Overbrook Ct., Suite 400
Greenville, SC 29607

RE: Ormond Beach Hotel
Property
Volusia County, FL
AES #22-001

Dear Mr. Elliott,

Atlantic Ecological Services, LLC (AES) visited the Ormond Beach Hotel Property for the purposes of conducting a review for the presence of protected species based on direct and indirect observations, as well as to determine potential for occurrence of protected species based on suitable habitat. The site assessment was conducted on January 10, 2022. The property is located on Ormond Beach Hotel property located on South Atlantic Ave in Ormond Beach, Florida. is approximately 4.59 acres in total size. The Volusia County Parcel ID #'s are 421419070010 and 421418060010. The subject property is located in Section 14, Township 14 South, Range 32 East in Volusia County, Florida. Please see the attached Location and Aerial Maps.

This general area is known to be occupied by the protected gopher tortoise (*Gopherus polyphemus*). The proposed project is to construct a hotel and associated infrastructure. Prior to construction a gopher tortoise survey is required by Volusia County and the Florida Fish & Wildlife Conservation Commission (FWC). The report also includes information regarding the coastal zone and potential impacts to nesting sea turtles. The results are documented within this letter report.

Mr. Jacob Doyle of AES performed the protected species review on the subject property. Mr. Doyle currently holds certification from the FWC as an Authorized Gopher Tortoise Agent under permit #GTA-21-00052.

METHODS

Habitat Mapping

Each community and land use area was categorized according to the Florida Department of Transportation's (FDOT) 1999 *Florida Land Use, Cover and Forms Classification System*

(FLUCCS). The boundaries of each FLUCCS code were delineated based on vegetative composition, soil characteristics, topography, and aerial interpretation. See the Results Section below for a description of the habitats found. Please also see the attached Habitat Map depicting the findings.

Protected Species Review

Prior to visiting the site, a background literature search was 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: Volumes 1-5*, and the FWC's Eagle Nest Locator web site were also reviewed to obtain location data recorded by others for those species.

RESULTS

Habitats

Uplands

Beach (FLUCCS 710) – The eastern parcel includes a small portion of beach sand habitat. Some sporadic vegetation consisting of sea oats (*Uniola paniculata*) is located along the interface of the beach and existing bulkhead. An existing bulkhead is located along the interface of the beach habitat and the adjacent disturbed land. The beach habitat found east of the existing bulkhead is highly disturbed due to surrounding uses such as a public beach ramp directly north and multiple large condominiums and hotels along the beach to the north and south. If construction is proposed waterward of the Coastal Construction Control Line (CCCL) a permit will be required by the Florida Department of Environmental Protection (FDEP).

Disturbed Land (FLUCCS 740) – The remaining uplands of the parcels exist as highly disturbed uplands due to previous land use and building demolition. Former large structures and associated parking lots, which previously covered most of the two properties, have recently been demolished and removed. The existing vegetation on the eastern parcel consisted of black-jack (*Bidens alba*), dollarweed (*Hydrocotyle bonariensis*), mother of millions (*Kalanchoe daigremontiana*), Indian blanket flower (*Gaillardia pulchella*), sea grape (*Coccoloba uvifera*), and prickly pear (*Opuntia* spp.). The southwestern parcel contained St. Augustine grass (*Stenotaphrum secundatum*), dollarweed, black-jack, cabbage palm (*Sabal palmetto*), and other ruderal, weedy plant species.

Wildlife Observations

Wildlife observations, both direct and indirect, were made throughout the course of the site investigation. A list of species observed is provided in the following table:

Table 1: Wildlife species observed on the Ormond Beach Hotel project site in Volusia County, Florida.

Taxon	Common Name	Scientific Name	Protected*
Birds	Ground dove	<i>Columbina passerina</i>	No
	Seagull (Smithsonian Gull)	<i>Larus smithsonianus</i>	No
	American crow	<i>Corvus brachyrhynchos</i>	No
	Killdeer	<i>Charadrius vociferus</i>	No

Protected Species

A 100% gopher tortoise survey was conducted on January 10, 2022, in accordance with the techniques outlined in the publication, *Ecology and Habitat Protection Needs of Gopher Tortoise (Gopherus polyphemus) Populations Found on Lands Slated for Development in Florida*. Mr. Jacob Doyle led the survey and is currently a FWC Authorized Gopher Tortoise Agent (GTA-21-00052). No potentially occupied gopher tortoise burrows were identified. Due to the urban setting, gopher tortoises are not anticipated to utilize the property.

Four protected sea turtle species utilize the beach dune interface for nesting purposes in Volusia County. The Atlantic loggerhead sea turtle (*Caretta caretta*), Atlantic green sea turtles (*Chelonia mydas mydas*), leatherback sea turtles (*Dermochelys coriacea*), and the Kemp's ridley sea turtle (*Lepidochelys kempi*) are each known to nest in Volusia County, though the loggerhead accounts for approximately 95% of the nest occurrences. Construction within the beach dune interface is not allowed during the time period of May 1-October 31. Light fixtures on the eastern side of any proposed buildings should be designed, positioned, shielded, or otherwise modified such that the source of light and any reflective surfaces of the fixture shall not be directly visible by a person who is in a standing position on the beach. Impacts to protected sea turtles are not anticipated if lighting restrictions are adhered to and construction is limited during the nesting season.

In addition, the FWC's Eagle Nest Locator website was queried for data regarding documented southern bald eagle (*Haliaeetus l. leucocephalus*) nests in the project vicinity. The southern bald eagle is protected under the Bald and Golden Eagle Protection Act. Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. The nearest known nest is located 1.25 miles southwest of the property. Therefore, this project is not likely to adversely affect the southern bald eagle.

No other protected flora or fauna species are expected to inhabit the subject property.

CONCLUSION

Atlantic Ecological Services, LLC conducted a site review on the Ormond Beach Hotel Property for the purposes of determining the presence of and/or potential presence of state and federally protected wildlife and plant species.

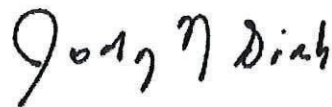
The subject property consists of two parcels which were both formerly developed within an urban beach setting. The structures and parking lots were recently demolished and sites regraded. A 100% gopher tortoise survey was completed within the project area on January 10, 2022. No gopher tortoises or potentially occupied gopher tortoise burrows were identified during the survey. Due to the urban setting, gopher tortoises are not anticipated to utilize the property.

Four protected sea turtle species utilize the beach dune interface for nesting purposes in Volusia County. Construction within the beach dune interface is not allowed during the time period of May 1-October 31. Light fixtures on the eastern side of any proposed buildings should be designed, positioned, shielded, or otherwise modified such that the source of light and any reflective surfaces of the fixture shall not be directly visible by a person who is in a standing position on the beach. Impacts to protected sea turtles are not anticipated if lighting restrictions are adhered to and construction is limited during the nesting season.

No other protected flora or fauna species are anticipated to be impacted by development of the subject property.

Should you have any questions or concerns please feel free to contact me at (904) 347-9133 or jody@atlanticeco.com

Sincerely,



Jody Sisk
Senior Ecologist

Enclosures

Technical Literature References

Chafin, L.G. 2000. *Field Guide to the Rare Animals of Florida*. Florida Natural Areas Inventory, Tallahassee, Florida.

Coile, Nancy C. 1998. *Notes of Florida's Endangered and Threatened Plants*. (Rule 5B-40 Florida's Regulated Plant Index), Botany Contribution 38, 2nd Ed. Florida Department of Agriculture and Consumer Services, Division of Plant Industry, Gainesville, Florida. 119 pp.

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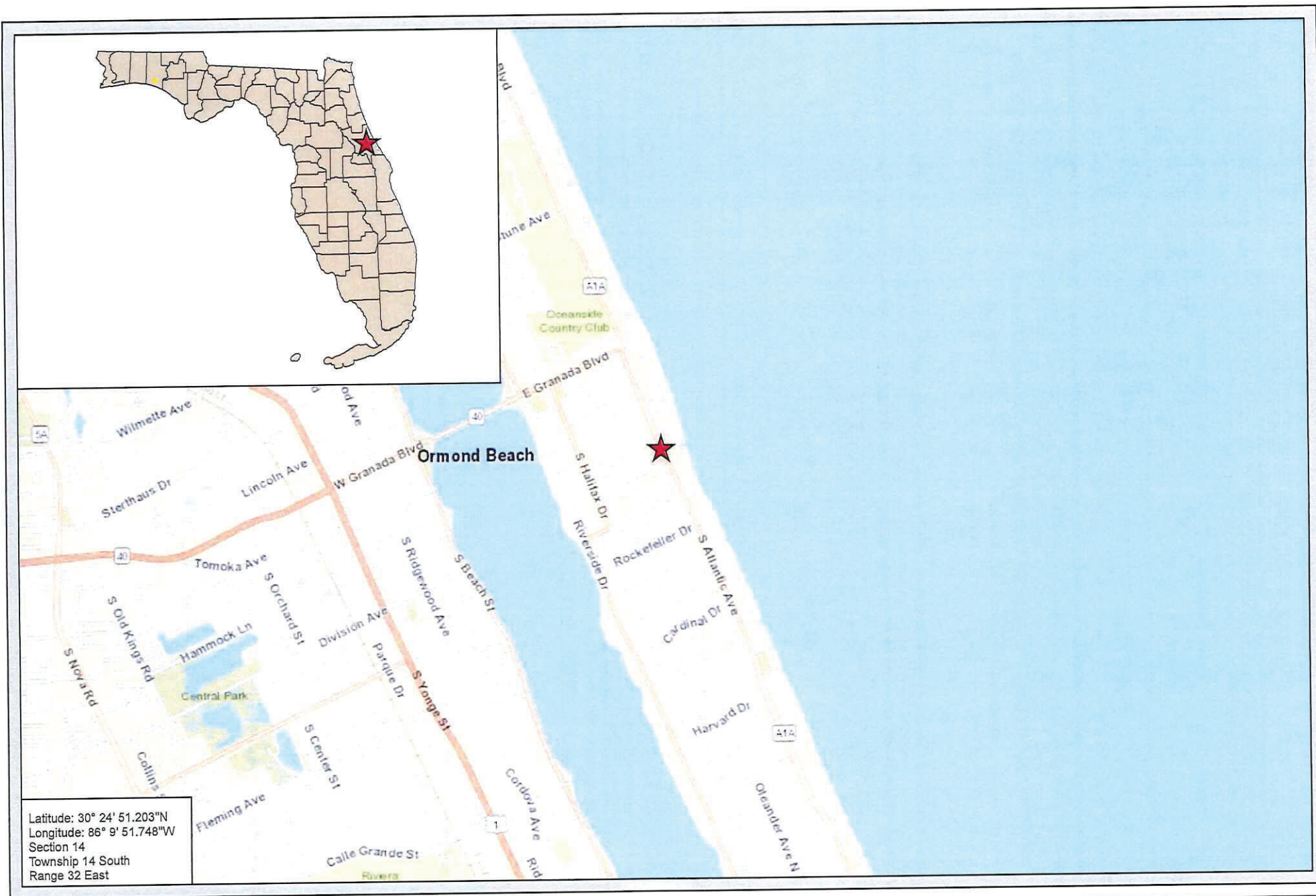


Image Source: ESRI 2020
Date: 1-10-22

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Feet



Location Map Ormond Beach Hotel Property Volusia County, Florida



WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticeco.com
201 Basque Rd | St. Augustine, FL 32080



Image Source: ESRI 2018
Date: 1-10-22

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Aerial Map Ormond Beach Hotel Property Volusia County, Florida



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Parcels

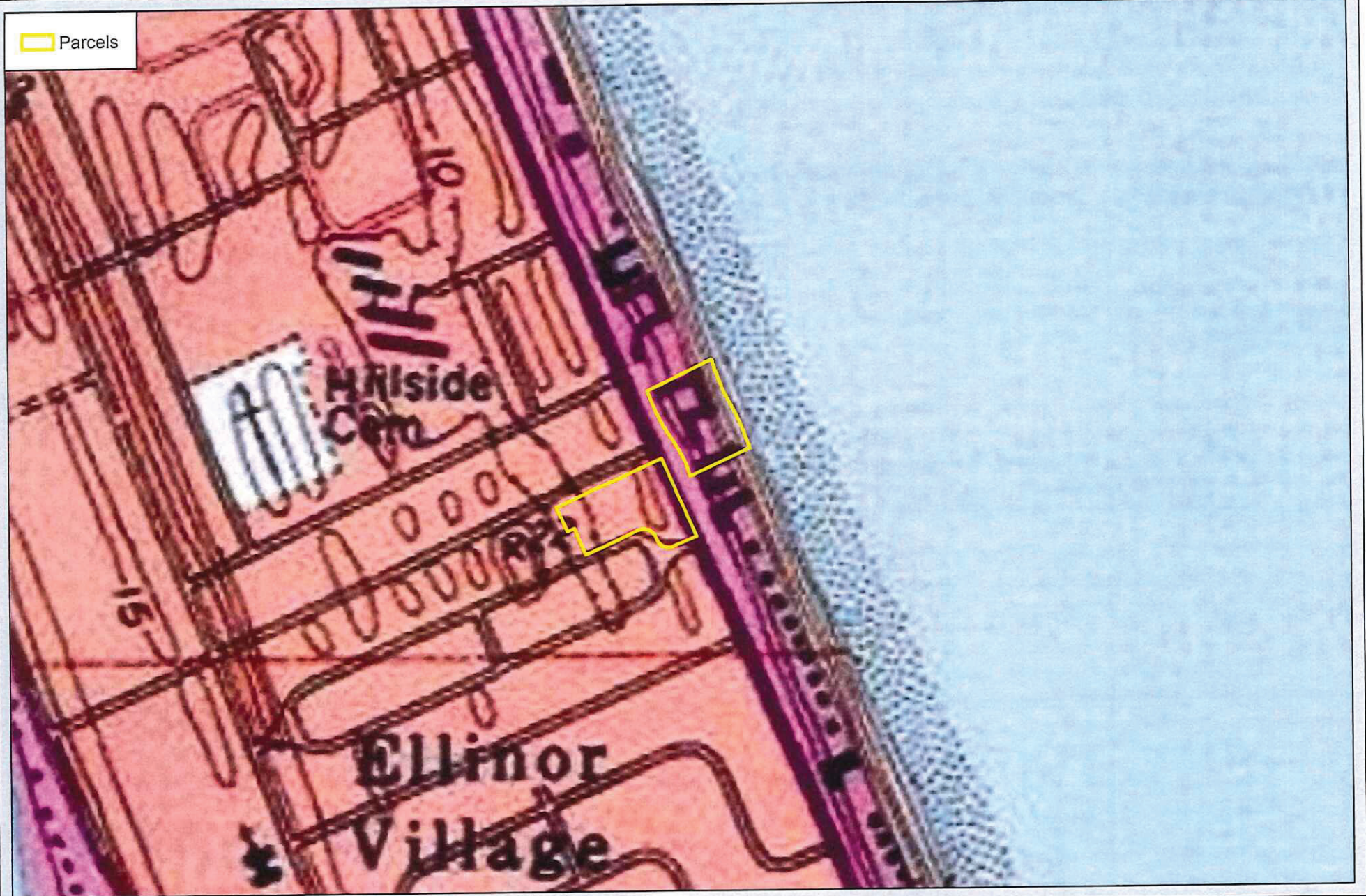


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Date: 1-10-22

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Topographic Map
Ormond Beach Hotel Property
Volusia County, Florida



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201 Basque Rd | St. Augustine, FL 32080

Parcels

Soil

9 - BEACHES

40 - PALM BEACH-URBAN LAND-PAOLA COMPLEX, 0-8 % SLOPE

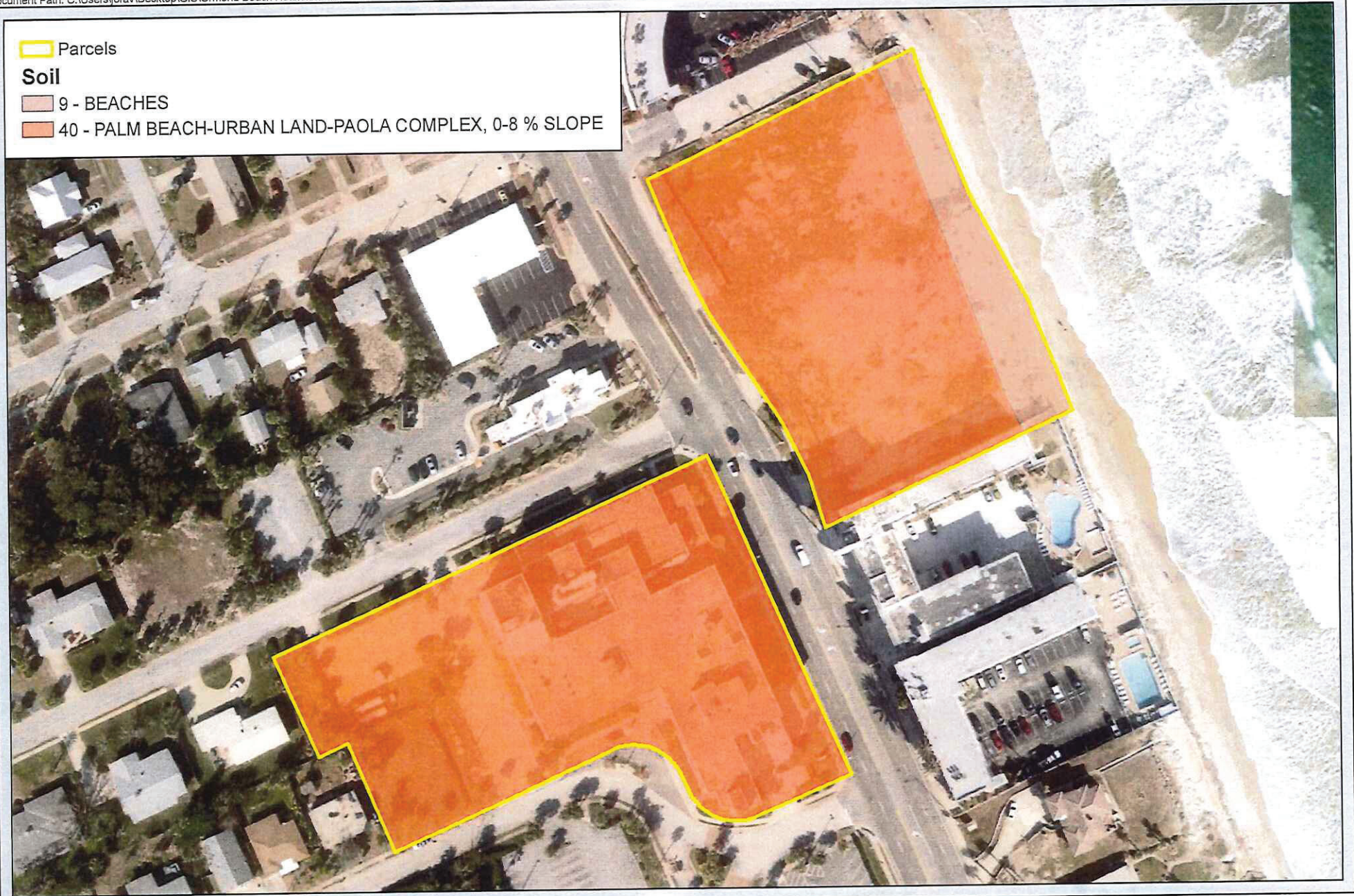


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Soil Map
Ormond Beach Hotel Property
Volusia County, Florida



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Parcels

Habitat

710 - Beach - 0.05 ac.

740 - Distrubed Land - 4.54 ac.



Image Source: ESRI 2018
Date:1-10-22

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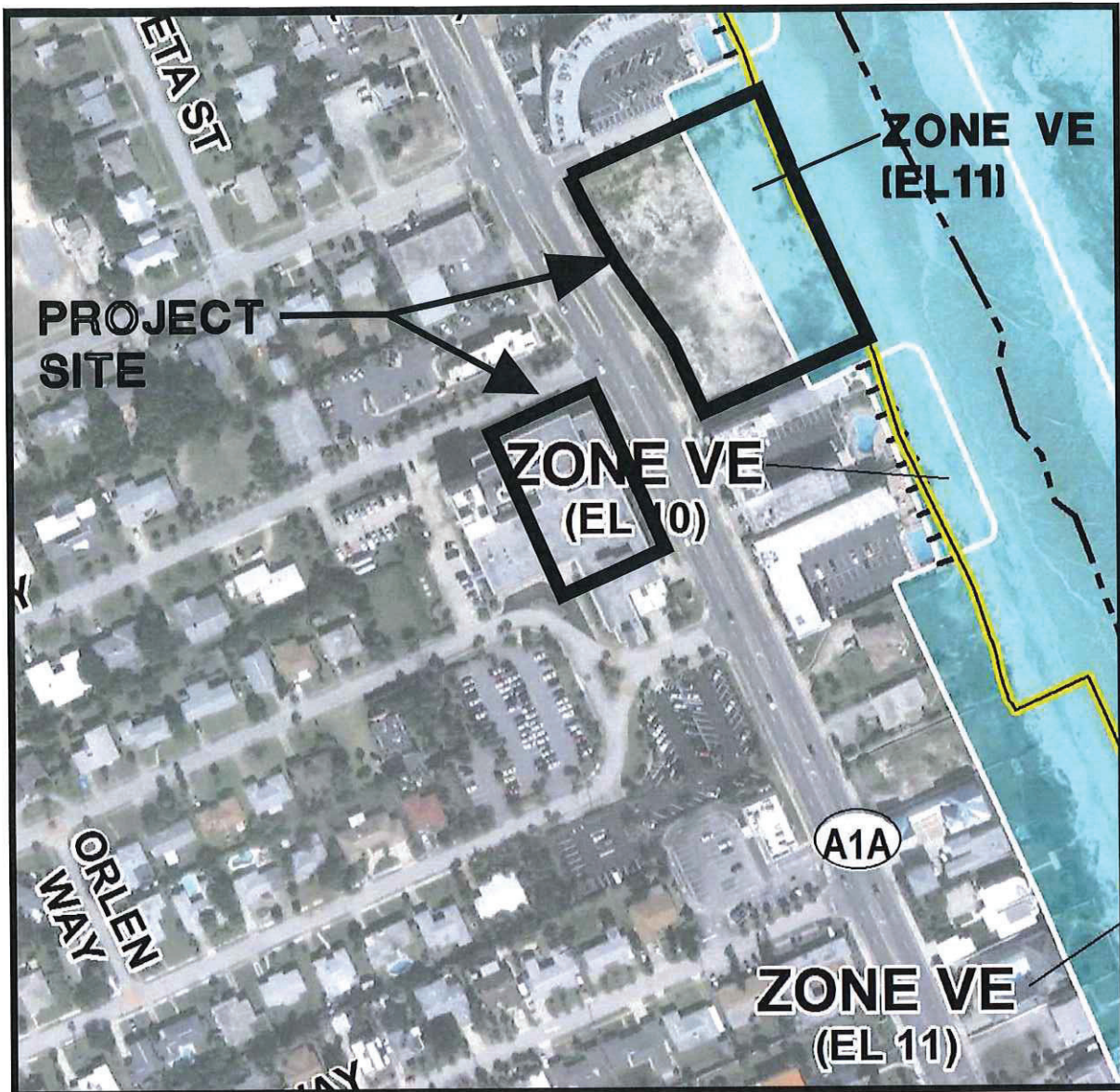
Habitat Map
Ormond Beach Hotel Property
Volusia County, Florida



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EXHIBIT K

FEMA FLOOD MAP



FEMA INSURANCE RATE MAP NUMBER 12127C0216K, SEPTEMBER 29, 2017
FLOOD PLAINS 'X' AND 'VE' (EL 11)

ORMOND BEACH HOLDINGS, LLC.
FEMA FLOOD MAP
PARKER MYNCHENBERG
& ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

1 OF 1

12/09/2021



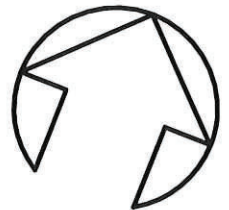
1300—HIGH DENSITY, 6 OR MORE DWELLING UNITS/ACRE
1400—COMMERCIAL AND SERVICES

**ORMOND BEACH HOLDINGS, LLC.
FLUCCS MAP
PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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1 OF 1

12/09/2021





Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Mr. Ruben Colón, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mrs. Linda Cuthbert
Mr. Carl Persis

School Adequate Capacity Determination Finding of Adequate Capacity Letter

October 28, 2022

Mr. Robert A. Merrell III, Esq
Cobb Cole
149 S Ridgewood Ave, Suite 700
Daytona Beach, FL 32114

RE : Tides Edge at Ormond Beach – City of Ormond Beach
School Capacity Review #22-10-21-001-A

Dear Mr. Merrell:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows 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.

District staff reviewed the updated information for the proposed Tides Edge at Ormond Beach associated with 3.49 +/- acres of property located at or near the intersection of S Atlantic Av and E Granada Blvd within Ormond Beach city limits. Proposed project would provide for fifteen (15) single family home units.

The district uses a county wide Student Generation Rate (SGR) of (0.273) per single family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate five (5) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.273	15	5
Multifamily Dwelling Unit	0.127	0	0
Manufactured Home Dwelling Unit	0.047	0	0
	Total	15	5

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 (next page). 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.

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3750 OLSON DRIVE • DAYTONA BEACH, FL 32124
PHONE: (386) 947-8786 • FAX (386) 506-5056

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Table 2

Schools	SY 2022/23 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Beachside Elementary	546	76%	Yes	2
Ormond Beach Middle	989	83%	No	1
Halifax CSA (Seabreeze High)	1,679	104%	No	1
Other				1

The student projections generated by this project will increase the existing percentage above 100% permanent capacity at the high school level. However, the concurrency service area (CSA) for Seabreeze High, the Halifax planning area, is at or over 100% but below 120% of level of service (LOS) standards. Based on this, the school district has no objections to the proposed development plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

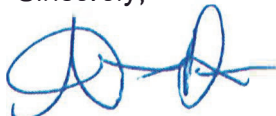
All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note 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.

Should you need additional information, please contact me at (386) 947-8786, extension 50709.

Sincerely,



Stephanie B. Doster,
Coordinator, Planning

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Steven Grube, Director, Planning and Construction
Steven Spraker, AICP, Planning Director, City of Ormond Beach
Lisa V. Divina, Volusia County School Board Project File



Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Tides Edge at Ormond Beach
VCSB Project #	22-10-21-001-A
Jurisdiction Project #	
Parcel ID Numbers	4214-18-06-0010; 4214-20-04-0010; 4214-20-02-0010
Project Location	S Atlantic Av and E Granada Blvd
Potential Residential Units	15 Single Family Homes
Property Owner/Applicant	Robert A. Merrell III, Esq/Cobb Cole
Notes: Additional review will be required at the 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, it may be subject to additional school capacity review in the future.

Stephanie B. Doster
Coordinator, Planning

October 28, 2022

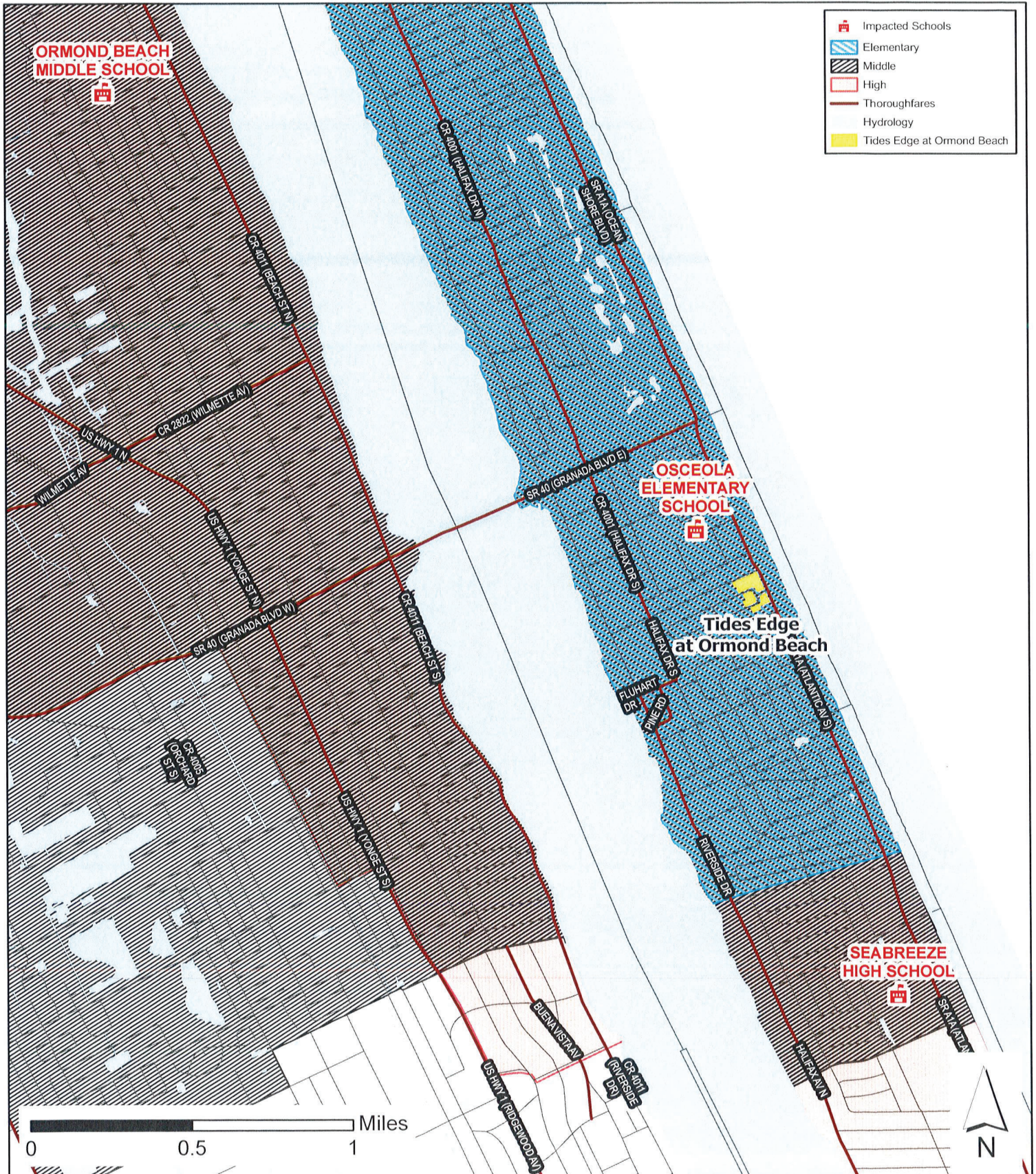
Issue Date

VCSB Schools Impacted by Development

School Concurrency Review - Tides Edge at Ormond Beach



Created by Facilities Services
October 2022



DRAFT

Planning Board minutes from December 5, 2022

ITEM:

LUMA 2022-018(A) – Small-Scale Comprehensive Plan Land Use Map amendment, 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue

V. PRESENTATIONS

Mr. Spraker, Planning Director, introduced the presentation to thank Commissioner Tolland and Commissioner Briley for their service on the Planning Board. Each Planning Board member also thanked Commissioner Tolland and Commissioner Briley for their contributions to the Planning Board. Commissioner Tolland and Commissioner Briley each expressed gratitude to the Planning Board members.

VI. 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).

VII. APPROVAL OF MINUTES

October 13, 2022

Mr. Galloway moved to approve the October 13, 2022 Minutes. Ms. Shull seconded the motion. The minutes were unanimously approved.

VIII. PLANNING DIRECTOR'S REPORT

There was no Planning Director's report.

IX. PUBLIC HEARINGS

A. LUMA 2022-018(A): Small-Scale Comprehensive Plan Land Use Map amendment, 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 S. Atlantic Avenue

Mr. Spraker, Planning Director, explained the agenda topics associated with the Ormond Beach Holdings, LLC applications, starting with the first agenda item, the land use amendment for the properties at 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 S. Atlantic Avenue. The second and third items are for a zoning map amendment and an issuance of a development order, for the proposed hotel. He continued that the fourth item is a zoning map amendment to R-3 which impacts portions of aforementioned properties. The fifth and final item to be presented is the preliminary plat review for 15 proposed single-family homes. Mr. Spraker concluded that each item will be presented and voted on in order and separately.

Mr. Steven Spraker, Planning Director, explained the process and request for LUMA 2022-018(A), a Small-Scale Comprehensive Plan Land Use Map amendment for approximately 4.25 acres located at 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue from "Public/Institutional" to "Low Intensity Commercial" for approximately 0.76 acres and from "Public/Institutional" to "Low Density Residential" for approximately 3.49 acres. Mr. Spraker explained the process of a land use amendment, beginning with the administrative staff review with the Site Plan Review Committee (SPRC). A neighborhood meeting was held September 14, 2022, and today the application is reviewed by the Planning Board as an advisory

board to the City Commission. The City Commission meeting is planned tentatively for January 10th and January 24th, 2023. The land use amendments go to the Volusia Growth Management Commission and the Department of Economic Opportunity.

Mr. Spraker stated that the subject property was a 114,000 square foot-former hospital. The hospital has since been demolished and it is vacant land and the parking lots remain.

Mr. Spraker explained that every property has a land use and a zoning and how the land use is the vision of what the future property is going to be without a specific site plan. Looking at it today, the property was a former hospital and has a "Public/Institutional" land use, which did not allow residential density and had a Floor Area Ratio (FAR) of 0.8. He continued that the zoning for the property had a mixture of B-1, Office/Professional, Hospital, and R-3, Single-Family Residential. Mr. Spraker added that the land use is the focus in the current application. He further explained the proposed land use amendment. The proposed "Low Intensity Commercial" density allows 10 units per acre, with a Floor Area Ratio (FAR) of 0.6. The applicants are seeking a parking lot in the "Low Intensity Commercial" proposed land use area. The remainder of the land area is sought for "Low Density Residential" and allows up to 4.3 units per acre with a Floor Area Ratio (FAR) for residential and institutional uses 0.2. Mr. Spraker expounded on how the land use provides a framework of the uses and densities with no construction details to go onto the zoning map amendment and issuance of a development order and preliminary plat. South Atlantic Avenue is part of the City's transportation concurrency exception area and is exempt from traffic concurrency. Mr. Spraker concluded that staff recommends approval.

Chairman Thomas opened it up to the Board for discussion and questions.

Board questions:

Ms. Shull asked for explanation of the exemption of traffic concurrency. Mr. Spraker replied that the State of Florida established regulations for Dense Urban Land Areas (DULAs) and cities of certain sizes could be exempt from transportation concurrency. The City elected to use the multimodal corridors which are the areas that have public bus services. He concluded that State Road A1A, portions of Granada Boulevard and U.S. Highway 1 are multimodal corridors and exempt from concurrency.

Chairman Thomas stated that there is no hope of getting an emergency care center with confirmation that the property has already been purchased. Mr. Spraker detailed the way land use and zoning and property rights work, and how there is a menu of land use and choices. The city does not dictate what goes where, as it is the applicant's choice based on the market and what they seek to construct is consistent with the zoning district allowances.

Attorney Hayes further explained that there is a menu of choices and it is the property owners right on which of those available uses the applicants proposes for development, and once the determination is made, from there it goes to the Site Plan Review Committee (SPRC), who makes the recommendation to the Planning Board. He explained the basis of the decision making, considering certain legal criteria in the adopted land development regulations against which when the applicant comes before the Board, and then to the City Commission, that the evidence and facts will need to be weighed to evaluate if the application meets the legal criteria. Attorney

Hayes concluded that there are different criteria for land use, zoning and development orders.

Mr. Galloway commented that in his business, the interest has been to get a 'doc-in-the-box' between the cities of Daytona Beach and Ormond Beach, and was told was that the closest demographics that type of business will come to in the beachside area is along Granada Boulevard.

Chairman Thomas opened up the public hearing for those interested in speaking on the item.

Applicant's presentation

Mr. Rob Merrell III, P.A., Cobb Cole Attorneys at Law, 139 S. Ridgewood Avenue, introduced the group working on the project from Cobb Cole Attorneys at Law, Mr. Adam Plous, property owner, Contender Development, Parker Mynchenberg & Associates, Studio-Z Architecture, and Lassiter Transportation Group. Mr. Merrell stated that the subject property at one time was the Alaskan Motel, The Quality Inn, and the hospital. He added that he too feels that healthcare on the beachside is important, but the client purchased the property with the idea of primarily building a hotel. He continued that a portion of the property across the street is proposed to be ancillary parking for the hotel. It was decided to continue the neighborhood across the street from the hotel to A1A for the remainder of the property on the west side and commented that this will be more welcome to the area than what else could have been put in.

Mr. Chris Sandkuhler, Architect, Studio-Z Architecture, displayed a presentation video of the proposed hotel and property. He added that his firm has over 30 years of experience designing hotels, specifically along the Atlantic coast. Mr. Sandkuhler reviewed the project of a 137-room, 5-story, custom-oceanfront hotel, Residence Inn by Marriott. The interior and exterior of the hotel will be fully custom, meaning that no other hotel in the world will look like this hotel. It will feature an elevated pool deck, onsite parking of 108 spaces with approximately 60 ancillary parking spaces across the street for peak-demand times of the year. Mr. Sandkuhler continued that hotel residents will have a private beach access walkway and dune walkover parallel to the beach amenity deck/indoor-outdoor bar. On the north side of the site, some land will be deeded to Volusia County to provide a new beach access approach with a sidewalk and dune walkover structure along the Seminole beach approach. The hotel was oriented on the north side of the site to maintain as much as the view corridor as possible. Mr. Sandkuhler explained the vegetation including the palm trees, and proposed Florida Department of Transportation (FDOT) public crosswalk in further detail. The architecture design was described as coastal-Florida with hints of Victorian design with exposed rafter tails, standing seam metal roof, fiber cement, brick, vertically-oriented traditional windows, railing and a metal roof, which are aesthetic requirements of the City of Ormond Beach.

Mr. Scudiero commented on the large number of parking spaces for the hotel including the ancillary parking and it was determined that it is the requirement. Mr. Sandkuhler suggested that the parking could assist large families staying for more than a night and/or RVs or trailers in tow.

Mr. Jorczak asked how many parking spots are directly underneath of the hotel and inquired about conference room space. Mr. Sandkuhler answered between 50-60 parking spaces underneath, with 108 spaces total onsite, and explained that there is a

conference room but is unsure of its structure at this time. Mr. Jorczak referenced the recent hurricanes and inquired about the reinforcement plans for the building. Mr. Sandkuhler reassured that there are plans in place for the existing seawall as well as the addition of a secondary gravity seawall behind it for an extra layer of protection for potential flooding or tidal drift from the ocean. The structure will be concrete with augered-cast piling structuring with deep concrete piers extended into the ground and bedrock.

Ms. Shull inquired about the existing public beach access that is there currently. Mr. Merrell replied that the Seminole beach approach will be enhanced collaboratively with Volusia County.

Chairman Thomas asked how old the seawall is. Mr. Merrell was not certain but reiterated that another seawall will be installed behind it to protect the property. He concluded that the project should be viewed as an investment and welcomed addition to the area. The hotel will bring customers to the restaurants and be a new hotel for residents' families to stay.

Mr. Jorczak remarked on the proposed 15 lots across the street of the proposed hotel and commented that the lots appear larger than the existing lots in the subject property area. Mr. Merrell commented that they are larger in the manner that they are laid out. Mr. Jorczak inquired about number of lots proposed and it was determined that the applicants are under the density allowed and did it in a marketable-approach.

Chairman Thomas opened the public hearing back up for audience comments

Audience Comments

Mr. Scott Studner, 321 S. Atlantic Avenue, inquired about the parking lot on the west side of A1A. He stated that he lives three doors south of the proposed hotel, on the east side of A1A. He asked if it is binding that it stays a parking lot into the future or if it is possible to be developed into a commercial enterprise. He asked how the residential units will be developed, if it will be by a builder and if the lots will be sold for buyers to bring their own builders. Mr. Studner also asked if there was going to be a crosswalk between Beachside Johnny's Bar & Grill, and the intersection of Valencia Drive and Magnolia Drive. He added that he feels that the intersection of Valencia Drive and Magnolia Drive is a better spot to put the crosswalk because all of the houses in that area walk across the parking lot to go to the beach approach. He stated that with the proposed houses, people will be unable to walk through yards to walk to the newly created crosswalk. He suggested that if the people that come down Arlington Drive are concerned about a traffic light there to cross the street that they can go to the fire station.

Mr. Studner suggested a camera surveillance system at the remote parking lot as currently the existing parking lots are used for campers that leave garbage in the morning. He commented that he hoped for a portable Emergency Room (ER)/Doc-in-a-box as Mr. Galloway had mentioned prior. Mr. Galloway replied elaborating that it is a matter of getting someone to put one in and said that their business contacted six of them but that the demographics are not there to justify it. Mr. Studner concluded that he strongly endorses the project and remarked that it will be a great addition to the beachside area and can see participating in it with going to the hotel bar and bringing out-of-town guests there.

Ms. Nan Godwin, 204 Ormond Parkway, stated that she lives directly behind where the house construction will take place. She added that she is happy about the proposed

project as it will help the situation with the homeless taking up residence behind her house. She reviewed her list of questions ranging from if there will be restaurants and retail there, if the entrance of the axillary hotel will be on Ormond Parkway, to the construction timeline and who the builder is, and if the property can be sold again prior to the current proposed project. Ms. Godwin expressed her concern with the parking lot access being off of Ormond Parkway with the Dunkin' Donuts being on that street, with the congestion of customers going in and out. She suggested that the parking lot entrance be on A1A. Chairman Thomas remarked that the applicant will have a lot of money invested in the proposed project and does not foresee them selling. He stated that Mr. Merrell will answer all questions following audience participation.

Mr. Rob Keeler, 204 Magnolia Drive, remarked that he is in favor of the project but has concerns. He stated that he did not attend the neighborhood meeting but came across architectural renderings on the proposed residential project and has concerns about the building height requirements and location of buildings and where they face. Mr. Keeler added that he lives directly behind the existing parking lot located at 300 S. Atlantic Avenue. He expressed concern with the upkeep of that property at the current time as it has been lacking with a lot of trash that blows out into the street. He added concerns about street lighting and parking for the other homes. Mr. Keeler inquired about the FDOT crosswalk access, questioning if it will be a pedestrian controlled beacon or not. He asked if there would be a community wall between the current and new residents, and if it will be owned by a single-owner or sold off. Additional inquiries were if it would be controlled by a HOA or allowed for short-term rental businesses. Others concerns expressed with how construction staging and traffic will impact Magnolia Avenue. Mr. Keeler asked about the March 2017 traffic study prior to the hospital demolition, expressing the concern with the traffic count.

Ms. Candace Keeler, 204 Magnolia Drive, stated her concerns, beginning with her not receiving the abutter letter for the neighborhood meeting regarding the property proposal details. She continued that she found the information out by a neighbor and her husband reached out to the attorney firm that is working with the developer. Ms. Keeler explained that they are heavily impacted by the property located next door to their home, but are not opposed to the proposed hotel development. She expressed concern about the residential homes and water retention, water/drainage issues, traffic flow, and seeing the design renderings, square footage, and resale of the homes. She asked if the homes would be one-owner, multiple owners, real estate development firms, airbnbs or timeshares. Ms. Keeler remarked that they want to be sure that there is a barrier between them and whatever property is next to them. She explained that their home was broken into where vagrants took up occupancy in their home for 24 hours and have concerns with the property next door not being properly maintained, stating that they have rats, snakes and overgrowth of vegetation that are not being addressed. Ms. Keeler concluded that they are concerned with the fact that things are not being addressed now and wonders how they are going to be able to communicate with the developer when the project is underway.

Ms. Kimberly Campbell, 251 S. Halifax Drive, stated that she is in favor of the project and thinks that it will be a great addition to the community and added that she has been a resident of the city since 1974. Ms. Campbell continued that she is a realtor and designer in the community and feels that the growth is a positive for the community. She stated that her concerns have been addressed but reiterated that the traffic flow and drainage are of the most concern. She added that a current traffic

study should be done. The traffic most detrimental to the residents is from Dunkin' Donuts. Ms. Campbell remarked that during high school hours she noticed that the kids use Ormond Parkway to cut through and speed to avoid traffic on Halifax Drive or A1A going north.

Ms. Lee Dunkel, 94 Ormond Parkway, proposed that the Board discuss and consider climate change matters and what is happening with it in the area. She continued that the cost of continuing to do the same thing over and over, year after year, is going to become extremely costly for the residents and our community. She stated that while her home or the Board's homes may not have sustained hurricane damage, it does not mean that there have been no costs associated. There are clean-up costs, repair to infrastructure costs, damage to businesses, tourism industry, landscaping, in which everyone pays the repairs for, along with higher insurance fees, taxes, and gain higher stress levels, isolation, depression, insecurity, fear of the next season and what that may bring. Ms. Dunkel commented that she laughingly tells her friends, family and neighbors, that if she was 21 years old, she would not buy or build a home on the peninsula as it is a barrier island and will disappear as some have started to disappear in North Carolina and other parts of the country. She remarked that she is planting a seed, as no one seems to understand that all of this may disappear.

Mr. Glenn Lowry, 97 Valencia Drive, stated that he moved here five years ago and watched when the hospital was torn down and hoped that there would be a park there in the open space. He commented that the development of the 15 houses would be great. He added that Marriott Residence Inn currently has 30 brands and if he were to pick a favorite, he would pick the design proposed. Mr. Lowry stated that he would use the crosswalk as he is an avid beachgoer. He expressed his satisfaction with the design and quality of the project.

Mr. Bill Treaster, 90 Magnolia Drive, commented that he is pleased with most of the project but questions the housing in the neighborhood on how many will be two-story versus single-story and inquired on how it will be determined. He asked if the restaurant and bar for the hotel will be open to the public or private for the occupants. Mr. Treaster inquired about the L-shape at Magnolia Drive on the plans.

Ms. Caj Pinero, 176 Seminole Avenue, stated that they moved into their house Friday the 13th in 2000 and at that time there was a hotel on the proposed hotel property until the hurricanes took it away. She added that she has no problem with there being another hotel there but does have a problem with the rodents that came from the property site. She asked if something can be done to manage the rodents when doing construction. Ms. Pinero expressed concern with the building of two-story housing with hurricanes and shadowing. She is glad to hear of the building height limitations of the hotel. Ms. Pinero asked if the new houses will be affordable-housing as there are a lot of people on fixed incomes, and asked if they will be rental properties or if they will be bought as homes. She added that she did not receive a notice about the neighborhood meeting but understood that it could be due to having a new mail carrier and is not overly concerned with that part. She remarked that she did recently get the last certified letter from the City's Planning department that was sent out regarding the project. Ms. Pinero thanked the Board for accepting the input of the community and expressed her happiness to share.

There was question as to the timing of the other residents' comments and Attorney Hayes reiterated that the first piece of the project is the land use map amendment and is not into the actual development which will come later. He added that it is more

appropriate to have comments regarding particular items at the time of their spot on the agenda. Attorney Hayes did not see a problem with the public speaking now, he said, being that there were no legal issues with those wanting to speak about the project at the current time, as long as the applicant does not have issues with it and each of the items are considered on their own merits based on the criteria for those items.

Ms. Christine Uranaka, 155 Arlington Way, remarked that she feels more erosion studies are required in light of the recent hurricanes. She commented that the video of the proposed hotel and property was gorgeous with 200 feet of beach that does not exist. She stated that the baby-of-a-hurricane that the area just had did damage and how Fort Myers was demolished with a category 4 hurricane. Ms. Uranaka suggested that these matters be taken into consideration before rushing into building the hotel. Erosion setbacks should be researched. Ms. Uranaka commented on the residential portion of the project adding that there are a lot of questions due to the builder/developer not being present at the neighborhood meeting. A lot of the questions were left unanswered with a standard reply that the project would all go according to zoning regulations. The meeting attendees were told that the meeting would be shut down if the arguing continued, she said. Ms. Uranaka stated before allowing the rezoning, that another proper meeting should be scheduled with all of the players present and the citizens of the community. She commented on the fact that the houses were not planned to be affordable-housing and how if they are not affordable at 6 percent interest that they will not be affordable at 8 percent interest and does not want the builder or developer to be able to decrease quality to meet their agenda. She expressed that the true agenda is in question after not getting all questions answered at the neighborhood meeting.

Ms. Margaret Sharifi, 210 Valencia Drive, commented that a lot of people were not aware of the 15-home project as the only people receiving letters were within the required 300 feet of the project. She explained that she printed and shared the information with neighbors for awareness. Ms. Sharifi stated that her family owns two homes on Valencia Drive and have lived there for 45 years. Homes in the neighborhood were built in the 1950s with a few from the 1920s.

Ms. Sharifi continued that at the September neighborhood meeting, Cobb and Cole Attorneys representatives advised that Ormond Beach Holdings, LLC, whose legal address is in Miami, proposed to build 15 single-family homes on the west side of A1A, directly east of their neighborhood and how purchasers of the single-family homes will have the option of one or two-stories. At the time of the meeting, the builder had not been named. Ms. Sharifi added that the proposed site is zoned commercial and will need a planning change to residential for their plan to proceed. She explained the following concerns of traffic, and the additional 30-45 cars for the additional houses, depending on the number of teenagers that they might have. She also had concerns about a limited egress to A1A due to no left-hand turn on A1A, according to her understanding. She added that she thought that is what the L-shape was on the map that was another one of the resident's concerns, and they were told that they were not going to be able to make right-hand turns onto A1A. Ms. Sharifi stated that they currently have a 30-foot buffer zone and that there is no buffer zone required for residential, if there is a change from commercial to residential. She added that there are six drainage easements on the proposed site to collect water and debris and expressed concern with no maintenance of the drainage easements and mosquitos. She commented on the height of the homes at 18 to 20 feet tall that will

be in front of their neighborhood that will block sea breezes and sight views from the ocean and impacting air quality. Ms. Sharifi commented that if they retain commercial zoning it will require the 30-foot buffer zone and is an ideal location for an urgent care center and possible beach-oriented shops. She continued that the egress for traffic would be direct from the shops to A1A and now if the proposed projects continue, that there will be an increase of traffic. Ms. Sharifi commented that all need to be cognizant of the recent loss of beachside houses and condos in Volusia County by being proactive in considering the future sea level impact on any new construction close to the sea. She expressed that she would like to know the timeline for construction. She concluded that the idea of the homes to her is like having a Lamborghini in front of a Volkswagen Beetle, and stated that she prefers a Volkswagen Beetle.

Ms. Corine Senia, 209 Magnolia Drive, expressed her concerns as she is directly next to the parking lot and heard that they are putting a retention easement next to her house for water drainage, and the mosquitos that will come with that. She continued that she is also a victim of tumors and is afraid of the repellent sprays that may be sprayed to control the mosquitos. Ms. Senia stated that she has monarch butterflies in her yard and turtles that walk across the street from her neighbor's yard. She has noticed the turtles walk in the lot next door where the retention pond will go. She added that they also have red tail hawks in the neighborhood and asks that everyone be cognizant of the nature and ecology in this beach town. Ms. Senia commented on the traffic that the project will bring and does not want it to affect the wildlife and children in the area. She concluded that her and her neighbors want the neighborhood to stay the same and do not want to be taxed out of the neighborhood.

Mr. Merrell responded to the resident's inquiries:

Regarding the zoning inquiry, the parking lot is binding. The Planned Development zoning is a custom zoning for the piece of the property that includes the hotel and the adjacent parking lot and it says that it is the only use that can be made of the property.

Alsop Properties Inc., is the name of the residential, local builder. At this stage of the process it is unknown the types of housing that will be built.

Regarding the single-family residential housing part of the project, Mr. Merrell commented that he hopes that the community is happy with this proposal and not more interested in having souvenir/T-shirt shops in the community.

The FDOT has the crosswalk planned to go across from Dunkin' Donuts and is ultimately under FDOT jurisdiction.

The owner stated that the camera surveillance in the parking lot will be more a Marriott-inquiry that will be passed on to them.

Restaurant and retail uses will not be allowed on the properties per R-3 zoning district guidelines.

The entrance to the auxiliary parking lot is planned to be off of Ormond Parkway. Per the FDOT permit, it is assumed that the entrance for the parking lot being off of A1A will be discouraged but will be looked into.

Construction timing is now following getting through this process. The Planned Development document specifies the outside timeline, but the straight-zoning piece of the project is whenever someone wants to build a house.

It is not the owner's intent to sell the properties as a lot of expense and pain and suffering has gone into it and the plan is to build the project.

Architectural renderings of the homes were produced as well as the hotel. It is possible for anyone to get in touch with the builder.

Regarding upkeep of the vacant lot, Mr. Merrell asked Mr. Adam Plous, property owner, Ormond Holdings, LLC, to respond to the question.

Mr. Adam Plous, property owner, Ormond Holdings, LLC, stated that he spoke with Mr. Chris Mason, Neighborhood Improvement Department, City of Ormond Beach, and was informed that the vacant lot land needed cleanup. Thirty-five thousand dollars was spent cleaning out old hedges and trash with the help of Yellowstone Landscaping. Mr. Plous added that the landscaping group is scheduled to attend to the property monthly and Mr. Mason confirmed that this was being done.

Mr. Merrell continued with response to the resident's inquiries:

The hotel is 5-stories and is 72 feet high. The residential homes will be one or two-story within the 30-foot height limitation in the R-3 zoning district.

There are strict turtle lighting guidelines.

Regarding a controlled beacon at the crosswalk, it is under the control of FDOT.

Regarding the inquiry of if a buffer wall will be between where the hospital was and the existing citizens in the area are, Mr. Merrell deferred to Mr. Kevin Lee, Parker Mynchenberg & Associates, for clarification.

Mr. Kevin Lee, Civil Engineer, Parker Mychenberg & Associates, addressed the buffer inquiries, stating that the intent was adding residential lots next to the existing residential houses and no buffer is planned there as they intend for the house lots to look similar to one another. The proposed buffers are between the proposed residential subdivision and the remote parking and between the single-family lots and A1A. A 6-foot concrete stucco wall is proposed as well as landscaping required for the buffer. Mr. Lee added that the landscaping up against A1A will be between the wall on A1A.

Mr. Lee addressed the drainage inquiries, stating that the drainage on the hotel site is underground. Volume for stormwater treatment is provided onsite and in underground trenches. Any additional discharge will go to the FDOT drainage system towards the west to the Halifax River. A permit is soon to be approved by FDOT. There is DEP, St. Johns River Water Management District, and FDOT criteria to follow for the process. Drainage easements were proposed for the single-family residential lots where there will be dry retention ponds. Mr. Lee continued with the ponding, mosquito and pest concerns, replying that there are very well drained soils on the beachside. He explained that during a storm event the idea is that the water runs out and gets captured in the dry retention pond and is able to percolate into the ground for treatment within the 72-hour-rule, although it is much quicker that all of the water goes away leaving no standing water. Therefore, he stated, pests are not attracted to the dry retention ponds.

Mr. Merrell continued addressing the resident's inquiries:

The houses will be individual property owners and have a Homeowners' Association (HOA). Short-term rentals are a period of six months or less and not permitted in the proposed zoning district.

Regarding construction and staging, Mr. Merrell passed the inquiry on to Mr. Plous, who replied that there are parking spots next to the hotel. There will not be a need for a construction staging location as there is plenty of room on the property. If need be, they will also use the remote parking spot across the street.

Mr. Sans Lassiter, Lassiter Transportation Group, LTG, 1450 West Granada Boulevard, touched on the traffic study questions, replying that a traffic study has been done for both land use and zoning changes. Another traffic study will be done in the development stage.

Mr. Merrell added that the rezoning and the Comprehensive Plan amendment processes, from a transportation impact standpoint, have a theoretical analysis as opposed to counting cars on a road. The existing zoning allowances now are considered and what is being asked for and then compared. Mr. Merrell stated that there is a reduction in the transportation impact which was included in the published Staff Report/Planning Board packet.

Mr. Lassiter explained that the purpose followed for looking at the Comprehensive Plan amendment and rezoning was to compare prior land use to existing land use to proposed land use and have done the studies which show the reductions in transportation.

Mr. Merrell replied to those that did not get an opportunity to attend the neighborhood meeting and stated that notice is given within 300 feet of the property boundary with an affidavit on file specifying that it was done. Mr. Merrell added that it is also advertised through city media which goes beyond the 300 feet. He advised any interested in talking with him after the meeting was welcome as there will not be another neighborhood meeting. He expressed hope in the projects having two more meetings at City Commission where dialogue can be continued.

Mr. Merrell addressed Ms. Dunkel's comments, referring to it as 'the elephant in the room', remarking that there will be a lot of conversation about global warming and the sea rise as he is working on several oceanfront property projects that are also talking about the matter. He expressed his own personal interest with him being the fourth generation growing up on 'this island', as well as his great grandmother and said that everyone is thinking about it. Mr. Merrell referenced recent newspaper articles that are also talking about it. In reference to the inquiry about what is being done in terms of construction to prevent catastrophic failure on this project, it has substantial seawalls on either side. He offered to speak with Ms. Dunkel offline following the meeting.

Mr. Merrell addressed the inquiry as to if the hotel restaurant would be open to the public and confirmed that it will be, although will not be publicly advertised as such.

Mr. Merrell added that this project will not be subsidized affordable housing and will be market-rate.

The L-shaped bar inquiry was referenced and it was explained that it is a stop-bar at the T-intersection at A1A.

In reference to the wildlife concerns, Mr. Merrell concluded that the environmental report is included in the meeting agenda packet which is online.

Chairman Thomas opened the public hearing back up for audience comments.

Audience Comments

Ms. Candace Keeler, 204 Magnolia Drive, asked for the residential building height clarification. Chairman Thomas answered that from his understanding it is from the peak of the roof and not the ceiling of the top of the second floor. Ms. Keeler asked staff for further clarification. Mr. Steven Spraker, Planning Director, explained that the preliminary plat and the zoning are going to a straight R-3 zoning district, which is the same R-3 zoning district to the west of the property and throughout the city, where 30 feet height limits are allowed. A three-story home may be possible with a flat roof, but most are two-stories. The 30-foot height requirement is the mean roof height and not the peak of the roof. Mr. Spraker stated that the residential project is not part of the Planned Business Development (PBD), and is a separate part of it. It is going to a straight-zoning and no variances are being asked for.

Mr. Jorczak asked about the aforementioned existing water issues on Magnolia Drive and if the city is aware of them. He also asked if the residential portion of the project requires any build up in elevation on the ground versus the surrounding area and put residential construction on that land. Mr. Spraker replied that he is not aware of any drainage issues there but added that Public Works or Engineering Departments may be. Regarding the properties being sought for residential, grading inquiries, Mr. Spraker deferred the inquiry on to Mr. David Allen, Planning Civil Engineer, City of Ormond Beach, and commented that there is a substantial overall reduction in terms of the surface area, and added how removing all of the parking lots will decrease the overall impervious area.

Mr. David Allen, Planning Civil Engineer, addressed the grading of the individual lots, stating that the grading is having fill imported from the ponds that are being constructed onto the lots. The city has a requirement that the finished floor be 18 inches above the center line of the road, which was not the case back when the existing homes were constructed. Mr. Allen continued that the area of the parking lot which was basically flat with the road, now is required to be raised for the finished floor. The drainage for the parking lot consisted of infiltration pipes and graded catch areas that did not take the water away, as it sat in the system where when heavy rains would back up due to lack of maintenance to the grates and structures, left the water run out into the street. Mr. Allen advised that it was requested for the engineer to advise how much impervious surface was on the parking lots and how much impervious surface was going to be on the lots. It was found that there was a significant decrease in impervious surface, allowing more opportunity for the water to infiltrate into the ground.

Mr. Jorczak asked if the process would require stem wall installation between the adjacent neighborhoods. Mr. Allen answered that it will not. The two retention ponds separate and the lots that did not have the retention pond are slightly wider in order to get the elevation back down to what is existing on the property line at that point. Mr. Jorczak asked for reassurance that the city will require any and all water that is coming off of the new residential lots be contained within the system. Mr. Allen reassured that is correct and that there should not be any accumulation of water from the development into the adjacent neighborhood.

Chairman Thomas opened the public hearing back up for audience comments.

Audience Comments

Mr. Bill Treaster, 90 Magnolia Drive, commented that he has lived in Florida for 74 years and likes it and added that we have to live with climate-warming and similar matters. He referenced the L-shape stop bar again and asked for additional

information. Mr. Lassiter replied that it is made of thermal plastic which is a type of plastic that is heated and melted into the pavement to become pavement marking and is made to last longer than traditional paint. He clarified that it is more of a 'stop-line' than a 'bar'.

Mr. Mark Sharifi, 210 Valencia Drive, expressed his concerns with runoff being that he lives next to lot 7, in an older lot from the 1920s, which is sunk in and set lower than lot 7. He questions whether he needs to bring in fill to raise his yard. He asked the timeline of construction with the commercial and residential projects with concern that it could drag on for years.

Mr. Plous replied that the builders will be purchasing the 15 lots portion upon the completion of the approval and will want to get it started and done as fast as possible.

Chairman Thomas opened it up to the Board for discussion.

After clarifying that a roof can be popped off of any of the houses abutting the proposed residential houses in the R-3 zoning district to install a 30-foot-high roofline (to the point of the hip), Mr. Galloway reassured the residents of the area, that they are not asking for anything different than what the code in the housing industry already allows.

Chairman Thomas entertained a motion.

Mr. Galloway motioned to approve LUMA 2022-018(A): Small-Scale Comprehensive Plan Land Use Map amendment, 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 S. Atlantic Avenue. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-0).

B. PBD 2022-018(B)(1): Zoning Map amendment, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue

Chairman Thomas opened it up to the Board for discussion.

Chairman Thomas entertained a motion.

Mr. Jorczak motioned to approve PBD 2022-018(B)(1): Zoning Map amendment, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue. Ms. Shull seconded it. Vote was called, and the motion was approved (5-0).

C. PBD 2022-018(B)(2): Issuance of a Development Order, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue

Chairman Thomas opened it up to the Board for discussion.

Ms. Shull inquired about the environmental study that showed that there was not any wildlife and asked if another can be performed. Mr. Plous replied that in the environmental study survey they check for chemicals and plants and wildlife on the *endangered* species lists. He confirmed that beachside properties test for nesting turtles, and stated that they are still working on the sea turtle lighting plans.

Chairman Thomas concurred and entertained a motion.

Ms. Shull motioned to approve PBD 2022-018(B)(2): Issuance of a Development Order, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue. Mr. Scudiero seconded it.

Motion Discussion

Mr. Scudiero commended the applicant on the ‘state of the art’ modern-hotel project and the evidence that they have complied with height limits, beach access for vehicles and pedestrians, and working with the neighbors and the community. It was discussed and determined that the last time a new hotel was built on Ormond Beach was in 2010.

Mr. Galloway remarked that we live at ‘the World’s Most Famous Beach’ and stated that our largest industry is the tourism industry. He expressed recalling when there was not an empty lot on the beach and when bringing investors in the community he hears their inquiries on why all of the land is empty at ‘the World’s Most Famous Beach’. Mr. Galloway commented that young people are missing at the meeting and suggested that everyone do better redevelopment in the area. He concluded that this project is an example that leads to the future of what investors on Wall Street look at when they come into a community, whether they are going to invest in a good city with good bones or drive around and see empty beachfront property. Mr. Galloway said that he understands the global-warming concerns. He thanked the applicant for investing into this community that will lead to other good quality hotels and motels.

Chairman Thomas referenced today’s newspaper where there was an article about a 29-story condominium going up in Daytona Beach. He added that Marriott brings a high-quality name to the area and will help Ormond Beach with first-class accommodations for visitors.

Mr. Jorczak expressed how he is pleased with the project and commented that the city is a tourist area and vacation spot, and how one of the objectives of the city is to transformation the economic mix and develop more light business activity which is critical in having a diversified economy. It will provide work opportunities for citizens’ children to stay in the area. He continued that it will provide an economic tax base in which one of the elements are to have the accommodations for light industry. The city has made a tremendous effort in transforming the northwest quadrant of the city with developing the new industrial park and the activity in The Crossings area. Mr. Jorczak added that the first-class hotel will assist businesses with bringing their customers in to evaluate their companies. He made a remark that he, himself, would love to be able to put a customer on the beach in a first-class hotel so that when the customer comes to visit his facility, that they have a positive experience and stay during their visit. Mr. Jorczak concluded that it is needed for growth and sustainability, and required to be able to afford the tax basis for the comforts and amenities that we would like to have for our families and our children, including the parks and recreational facilities and a first-class school system.

Chairman Thomas added that at one time this area was not as well-known and commented that it has come a long way with Ormond Beach being proud of that.

Vote was called, and the motion was approved (5-0).

D. RZ 2022-018(D): Zoning Map amendment, Ormond Beach Holdings, LLC, portions of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue

Chairman Thomas opened it up to the Board and entertained a motion.

Mr. Jorczak motioned to approve RZ 2022-018(D): Zoning Map amendment, Ormond Beach Holdings, LLC, portions of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. Mr. Scudiero seconded it.

Ms. Shull expressed her satisfaction with the west side of the property being residential. She commented on how it has looked horrible with many complaints. She stated that she attended the neighborhood meeting and saw that their concerns were heard and met.

Mr. Galloway added that the project is a value-added proposition and believes that homeowners values will be increased as a result of it.

Vote was called, and the motion was approved (5-0).

Chairman Thomas called for a five (5) minute recess.

E. PP 2022-018(C): Tides Edge Preliminary Plat, a portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue

Chairman Thomas opened it up to the Board and entertained a motion.

Ms. Shull motioned to approve PP 2022-018(C): Tides Edge Preliminary Plat, a portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. Mr. Scudiero seconded it. Vote was called, and the motion was approved (5-0).

F. PP 2022-091: Archer's Mills, Phase 3A Preliminary Plat, Plantation Oaks Planned Residential Development

Mr. Steven Spraker, Planning Director, explained the request for a preliminary plat submitted by Plantation Oaks of Ormond Beach, LLC, for the subdivision of 42.38 acres into 94 single-family lots and associated site improvements. The subject property is located within the Plantation Oaks Planned Residential Development (PRD) along Plantation Oaks Boulevard. Mr. Spraker explained the platting process. The Plantation Oaks PRD was approved by the City Commission by three ordinances, this application has been reviewed by the Site Plan Review Committee (SPRC), and tonight the Planning Board is reviewing it and will make a recommendation to the City Commission tentatively January 10th, 2023. Then, if approved, it will go to construction, then go to final plat and back to SPRC and again back to City Commission for a final hearing.

Mr. Spraker stated that the manufactured modular homes in Plantation Oaks Phase 2A is completed. Phases B, C, D in Phase 2 are under construction for the infrastructure improvements, and how Phase 1A is the only single-family construction that is in the City of Ormond Beach currently for 121 lots. He continued that this would be the second subdivision that would be under construction for single-

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 8.H
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-04	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	Zoning Map Amendment, Ormond Beach Holdings LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue			
Budget Impact:	There is no budget impact as the result of this zoning map amendment.			
Summary:	This is a request for a zoning map amendment submitted by Robert A. Merrell, III, Esquire, Cobb Cole, on behalf of the property owner, Ormond Beach Holdings, LLC, from the existing zoning district designations of B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development. The subject property is located at 251 South Atlantic Ave (approximately 2.19 acres) and a portion of the property at 264 South Atlantic Ave (approximately 0.76 acres). The Planning Board recommended approval.			
Recommended Action:	It is recommended the City Commission approve the zoning map amendment for a ±2.95-acre property from the existing zoning district designations of B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development. The Planning Board recommended approval of the amendment with a 5-0 vote at the December 5, 2022 meeting.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval: Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager 12/19/2022 12/19/2022  				

Joyce Shanahan, City Manager

12/20/2022





CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: January 10, 2023
Subject: Zoning Map Amendment, Ormond Beach Holdings LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue

Commission Goal: Community Development - Other

Introduction

This is a request for a zoning map amendment submitted by Robert A. Merrell, III, Esquire, Cobb Cole, on behalf of the property owner, Ormond Beach Holdings, LLC, from the existing zoning district designations of B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development. The subject property is a total of approximately 2.95 acres and is located at 251 South Atlantic Avenue (approximately 2.19 acres) and a portion of the property at 264 South Atlantic Avenue (approximately 0.76 acres). The subject property is also seeking the issuance of a development order. The Ormond Beach Holdings, LLC, Planned Business Development seeks to allow the construction of a five (5)-story hotel of approximately 95,700 square feet with 137 rooms and parking, including a remote lot on the west side of South Atlantic Avenue, and associated site improvements, which shall be the next agenda item.

Background

The subject property is a total of approximately 2.95 acres and is located at 251 South Atlantic Avenue (approximately 2.19 acres) and a portion of the property at 264 South Atlantic Avenue (approximately 0.76 acres). The property at 251 South Atlantic Avenue has a land use designation of "Tourist Commercial" and a zoning classification of B-6, Oceanfront Tourist Commercial. The portion of the property at 264 South Atlantic Avenue has an existing land use designation of "Public Institutional" and a zoning classification of B-1, Professional Office/Hospital. There is a companion land use amendment that seeks to amend the future land use map designation of the portion of the property at 264 South Atlantic Avenue to "Low Intensity Commercial".

The property at 251 South Atlantic Avenue was formerly the Surfside hotel that was impacted by the 2004 hurricanes and demolished in 2010. City records indicate that the former hotel had 149 rooms. The land has been vacant since the demolition.

Discussion

Ormond Beach Holdings, LLC has a total of five (5) applications at 251 South Atlantic Avenue, 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. In addition to this application, the following applications are in process:

1. **PBD 2022-018(A) – Land Use Map Amendment:** Location: 264 South Atlantic Avenue, 225 Magnolia Avenue and 300 South Atlantic Avenue. Request: A Small-Scale Comprehensive Plan Land Use Map amendment for approximately 4.25 acres located at 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue from “Public/Institutional” to “Low Intensity Commercial” for approximately 0.76 acres and from “Public/Institutional” to “Low Density Residential” for approximately 3.49 acres.
2. **PBD 2022-018(B)(2) – Issue of a Development Order:** Location: 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue. Request: Request to allow the construction of a five (5) story hotel of approximately 95,700 square feet with 137 rooms and parking, including a remote lot on the west side of South Atlantic Avenue.
3. **RZ 2022-018(D) – Zoning Map Amendment:** Location: A portion of 264 South Atlantic Avenue, a portion of 225 Magnolia Avenue and a portion of 300 South Atlantic Avenue. Request: A zoning map amendment from the existing zoning district designation of B-1, Professional Office/Hospital to R-3, Single-Family Medium Density.
4. **PP 2022-018(C) – Tides Edge Preliminary Plat:** Location: A portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. Request: Subdivision of 3.49 acres into fifteen (15) single-family lots and associated site improvements. The land use amendment is required to allow the residential subdivision. **NOTE:** This item is a Resolution and has only one reading that is scheduled for January 24, 2023.

The proposed action is a zoning map amendment from the existing zoning district designations of B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development. This item does not approve a specific development plan which is reviewed with the development order item. The zoning map amendment is consistent based upon the following points:

- The impact on facilities and services will not change as a result of the requested zoning map amendment from the existing zoning district designations of B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development; 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

The Planning Board reviewed the zoning map amendment at the December 5, 2022

meeting and recommended approval with a 5-0 vote. The Planning Board discussed all five (5) applications as one item. A summary of key points of individuals who spoke at the Planning Board include:

1. Projects were positive but there were additional details sought on the hotel and single-family subdivision.
2. Inquiries of how the single-family subdivision development, including drainage, allowed height, and construction schedule.
3. Remote parking should have surveillance cameras.
4. There is a desire for a medical emergency room facility on the beachside.
5. Suggestion to place the remote parking lot access onto South Atlantic Avenue. The project traffic engineer stated that the Florida Department of Transportation would not allow a South Atlantic Avenue access point.
6. Discussion of the proposed crosswalk on South Atlantic Avenue.
7. Discussion of the drainage of the single-family subdivision.
8. Concerns of traffic for the proposed single-family development, especially with the Dunkin Donuts and the high school.
9. Climate change and beach erosion should be considered.

Planning Board members noted that the project complied with the height limits, provided beach access for pedestrians, would construct a modern hotel, and provided a compatible use next to the existing single-family neighborhood. 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 by the zoning map amendment. The area sought for the zoning map amendment is appropriate for the Planned Business Development zoning designation and hotel use.

Recommendation

It is recommended the City Commission approve the zoning map amendment for a ±2.95-acre property from the existing zoning district designations of B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development. The Planning Board recommended approval of the amendment with a 5-0 vote at the December 5, 2022 meeting.

Attachments:

1. 23-04 251 & 264- OBH LLC, Zoning Map Amendment (P22-0199G)
2. Exhibit A, OBH Legal Description
3. Exhibit B, 251_264A1A_AmendZoningMap

4. 11.10.2022, Zoning Map Amendment - Ormond Beach Holdings, LLC PB Staff Report
5. Concurrent Review Request - Ormond Beach Holdings
6. Draft PB Minutes, OBH, LLC Zoning Map Amendment

Approvals:



Kelly McGuire, Finance Director

Date: December 19, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022



Joyce Shanahan, City Manager

Date: December 20, 2022

ORDINANCE NO. 2023-04

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 2.95 ACRES LOCATED AT 251 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-19-07-0010) AND A PORTION OF 264 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-18-06-0010) FROM B-6, OCEANFRONT TOURIST COMMERCIAL AND B-1, PROFESSIONAL OFFICE/HOSPITAL, TO PBD, PLANNED BUSINESS DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ormond Beach Holdings, LLC, a Florida limited liability company, is the owner of real property (“Applicant/Property Owner”) located at 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue (Volusia County parcel numbers 4214-19-07-0010 and 4214-18-06-0010), as more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein (“Property”), and

WHEREAS, the Applicant/Property Owner, has submitted an application to the city to re-zone the Property from B-6, Oceanfront Tourist Commercial and B-1, Professional Office/Hospital, to PBD, Planned Business Development, and

WHEREAS, the Property to be re-zoned is less than ten contiguous acres, consisting of approximately 2.95 contiguous acres, and

WHEREAS, the Applicant has requested the proposed zoning map amendment be reviewed and acted upon concurrently with the accompanying small-scale land use *Comprehensive Plan* amendment pursuant to Section 163.3184(12), *Florida Statutes*, and

WHEREAS, the proposed rezoning shall be contingent upon the proposed *Comprehensive Plan* amendment becoming effective, 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 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue (Volusia County parcel numbers 4214-19-07-0010 and 4214-18-06-0010), as more particularly described and depicted in Exhibit “A” from B-6, Oceanfront Tourist Commercial and B-1, Professional Office/Hospital, to PBD, Planned Business Development 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. Based upon the Applicant’s request, the application for zoning changes is being concurrently reviewed and acted upon with the *Comprehensive Plan* land use amendment as authorized by Section 163.3184(12), *Florida Statutes*. The change in zoning is contingent, and shall become effective, upon the proposed *Comprehensive Plan* amendment (Ordinance No. 2023-03) becoming effective.

PASSED UPON at the first reading of the City Commission, this 10th day of January, 2023.

PASSED UPON at the second reading of the City Commission, this 24th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

LEGAL DESCRIPTION
From Cover Sheet, Ormond Beach Holdings LLC site plan

251 South Atlantic Avenue

EAST SITE = 95,410 SF = 2.19 AC

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE-SUBDIVISION BLOCK "G", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 196, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

PARCEL "B":

THE NORTH 100 FEET OF THE SOUTH 368 FEET OF LOT 18-B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

Portion of 264 South Atlantic Avenue

WEST SITE = 33,003 SF = 0.76 AC

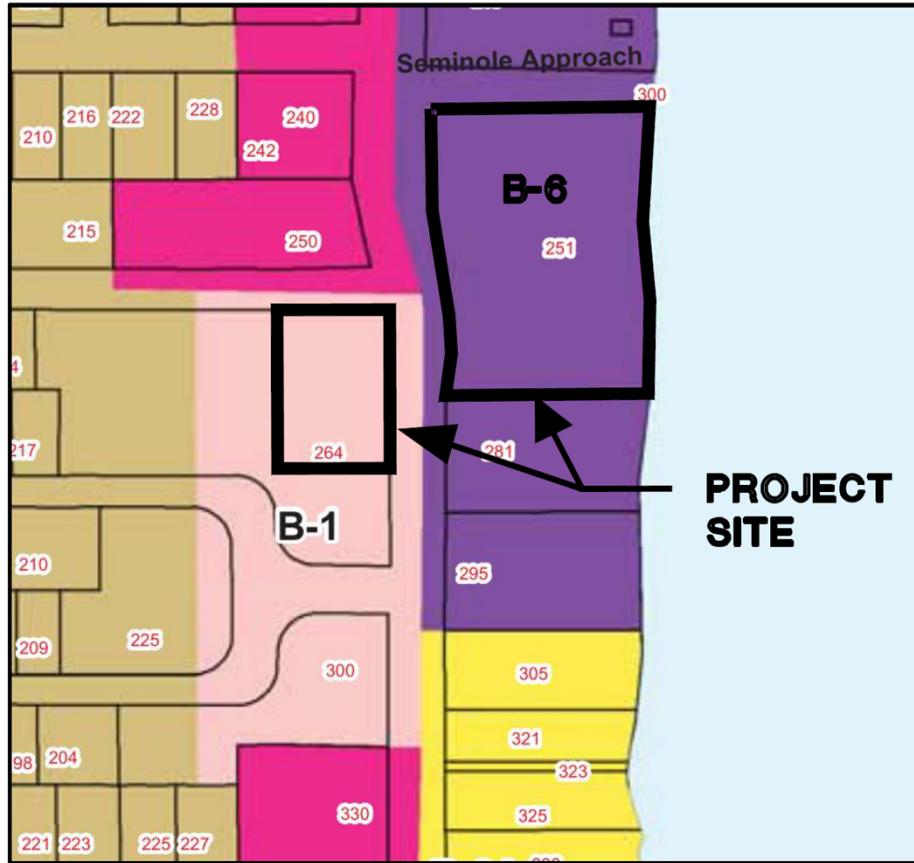
A PORTION OF LOTS 1 THROUGH 3, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKAFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 40.00 FEET OF LOT 8, BLOCK F OF SAID ORMOND PARKWAY; THENCE RUN N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 282.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 153.07 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (SR A1A), A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79080-2504; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: S25°31'09"E, A DISTANCE OF 104.03 FEET; THENCE RUN S65°55'24"E, A DISTANCE OF 2.10 FEET; THENCE RUN S23°53'59"E, A DISTANCE OF 108.55 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY RUN S65°23'30"W, A DISTANCE OF 155.47 FEET; THENCE RUN N24°36'30"W, A DISTANCE OF 214.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 33066.51 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

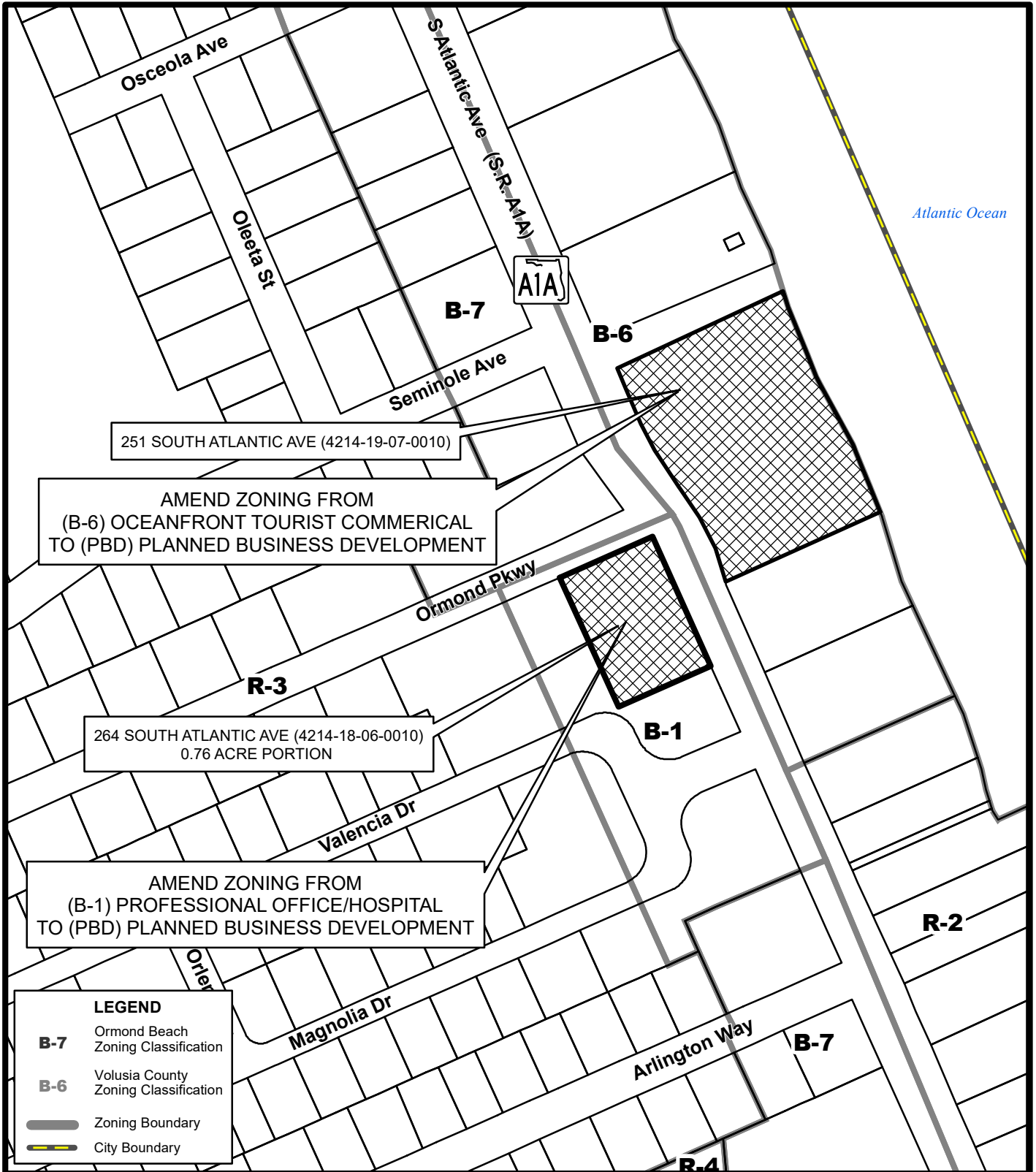
EXHIBIT A
Page 2 of 2

Map of Area



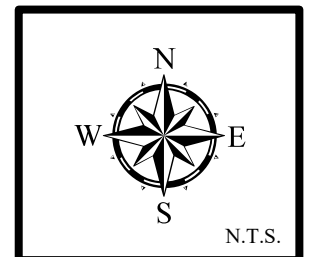
ZONING MAP

B-6 OCEANFRONT TOURIST COMMERCIAL
B-1 PROFESSIONAL OFFICE-HOSPITAL



PROPOSED ZONING MAP
 251 SOUTH ATLANTIC AVE (4214-19-07-0010)
 264 SOUTH ATLANTIC AVE (4214-18-06-0010)
 0.76 ACRE PORTION

Prepared By: The City of Ormond Beach
 G.I.S. Department - October 11, 2022



STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: November 10, 2022

SUBJECT: 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue, Ormond Beach Holdings, LLC: Zoning Map Amendment B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development

APPLICANT: Robert A. Merrell III, Esquire, Cobb Cole, on behalf of the property owner, Ormond Beach Holdings, LLC

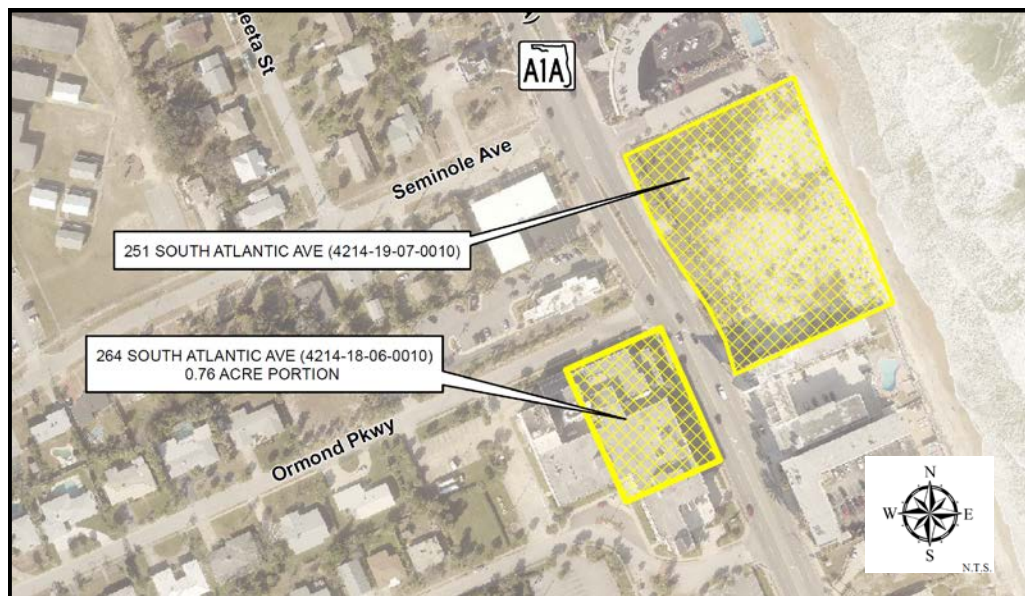
NUMBER: PBD 2022-018(B)(1)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request for a zoning map amendment submitted by Robert A. Merrell, III, Esquire, Cobb Cole, on behalf of the property owner, Ormond Beach Holdings, LLC, from the existing zoning district designations of B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development. The subject property is a total of approximately 2.95 acres and is located at 251 South Atlantic Avenue (approximately 2.19 acres) and a portion of the property at 264 South Atlantic Avenue (approximately 0.76 acres). The subject property is also seeking the issuance of a development order. The Ormond Beach Holdings, LLC, Planned Business Development seeks to allow the construction of a five (5)-story hotel of approximately 95,700 square feet with 137 rooms and parking, including a remote lot on the west side of South Atlantic Avenue, and associated site improvements which shall be the next agenda item. The subject property is shown below.

EXHIBIT 1: Project location:

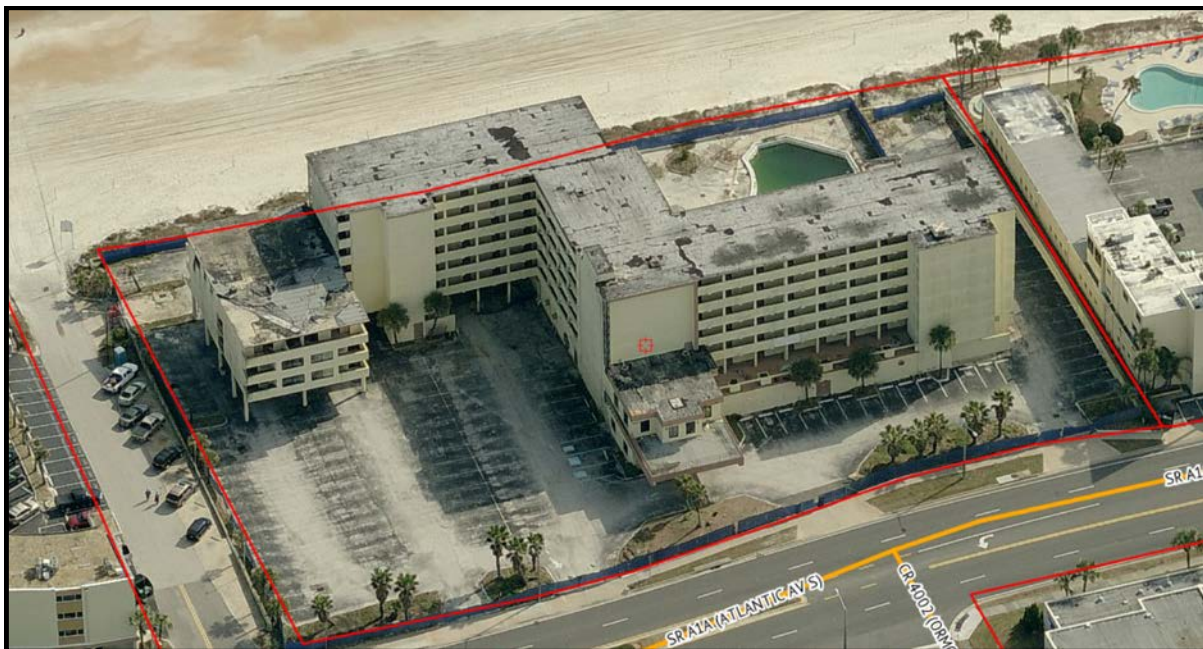
251 South
Atlantic
Avenue & a
portion of 264
South Atlantic
Avenue



BACKGROUND: The subject property is a total of approximately 2.95 acres and is located at 251 South Atlantic Avenue (approximately 2.19 acres) and a portion of the property at 264 South Atlantic Avenue (approximately 0.76 acres). The property at 251 South Atlantic Avenue has a land use designation of “Tourist Commercial” and a zoning classification of B-6, Oceanfront Tourist Commercial. The portion of the property at 264 South Atlantic Avenue has an existing land use designation of “Public Institutional” and a zoning classification of B-1, Professional Office/Hospital. There is a companion land use amendment that seeks to amend the future land use map designation of the portion of the property at 264 South Atlantic Avenue to “Low Intensity Commercial”.

The property at 251 South Atlantic Avenue was formerly the Surfside hotel that was impacted by the 2004 hurricanes and demolished in 2010. City records indicates that the former hotel had 149 rooms. The land has been vacant since the demolition.

EXHIBIT 2: 2010 aerial of the former Surfside hotel



The portion of the property at 264 South Atlantic Avenue was part of the former Florida Hospital Oceanside property. This building was also impacted by storm events and the 114,100-square-foot building was demolished in 2019.

In addition to this application, the following applications are being sought by Ormond Beach Holdings, LLC:

1. **PBD 2022-018(A)** – Small-Scale Land Use Map Amendment, Ormond Beach Holdings LLC, 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue, amendment from “Public/Institutional” to “Low Intensity Commercial” for approximately 0.76 acres and from “Public/Institutional” to “Low Density Residential” for approximately 3.49 acres. The land use amendment is required for the portion of the 264 South Atlantic Avenue proposed to be used for a parking lot and zoned as Planned Business Development.

2. **PBD 2022-018(B)(2)** – Issue of a Development Order, Ormond Beach Holdings LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue, application to allow the construction of a five (5) story hotel of approximately 95,700 square feet with 137 rooms and parking, including a remote lot on the west side of South Atlantic Avenue. This application is issuance of a development order and is related to the proposed zoning map amendment of this report.
3. **RZ 2022-018(D)** – Zoning Map amendment, Ormond Beach Holdings LLC, a portion of 264 South Atlantic Avenue, a portion of 225 Magnolia Avenue and a portion of 300 South Atlantic Avenue, application for a zoning map amendment from the existing zoning district designation of B-1, Professional Office/Hospital to R-3, Single-Family Medium Density. This application is needed to established the R-3, Single-Family Medium Density framework to allow the subdivision of land into 15 lots. This application is not directly related to this zoning map amendment.
4. **PP 2022-018(C)** – Tides Edge Preliminary Plat, Ormond Beach Holdings LLC, a portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue for the subdivision of 3.49 acres into fifteen (15) single-family lots and associated site improvements. This application is not directly related to this zoning map amendment.

Application process: Below is the application process timeline.

EXHIBIT 3: Application process

Application review	Date	Notes
First Site Plan Review Committee submittal:	March 9, 2022	
First Site Plan Review Committee review:	April 4, 2022	
Planned Business Development application:	May 30, 2022	
Second Site Plan Review Committee submittal:	May 30, 2022	
Second Site Plan Review Committee review:	June 13, 2022	
Third Site Plan Review Committee submittal:	August 23, 2022	
Third Site Plan Review Committee review:	September 6, 2022	
Neighborhood meeting:	September 14, 2022	600' mail radius; newspaper ad
Planning Board:	November 10, 2022	300' mail radius; newspaper ad; site posting
City Commission, 1 st reading:	To be determined	300' mail radius; newspaper ad
City Commission, 2 nd reading:	To be determined	newspaper ad
Site Plan Review Committee final review:	To be determined	

The project has also been posted on the city website under the Planning Department at: (1) Development Reports, <https://www.ormondbeach.org/1018/Ormond-Beach-Holdings-LLC> and (2) Public Hearing Advertisements and Notices, <https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice>.

Below are the abutting uses, future land use designations, and zoning classifications.

Exhibit 4: Abutting land use and zoning designations

Land Use and Zoning Designations of Adjacent Property			
Direction	Current Land Uses	Future Land Use Designation	Zoning Classification
North	Commercial uses	"Tourist Commercial"	B-6, Oceanfront Tourist Commercial
South	Parking lots under amendments for single-family lots	Existing "Public Institutional" and proposed "Low Density Residential"	Existing B-1, Professional Office/Hospital proposed R-3, Single-Family Medium Density
East	Atlantic Ocean and commercial uses	"Tourist Commercial"	B-6, Oceanfront Tourist Commercial
West	Parking lots under amendments for single-family lots	Existing "Public Institutional" and proposed "Low Density Residential"	R-3, Single-Family Medium Density

ANALYSIS:

The project submittal for the hotel use seeks two (2) actions:

- A. **Zoning map amendment from the existing zoning district designations of B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development. The zoning map amendment is the action sought for this staff report.**
- B. Issuance of a development order to allow the construction of a five (5) story hotel of approximately 95,700 square feet with 137 rooms and parking, including a remote lot on the west side of South Atlantic Avenue, and associate site improvements. 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 zoning map 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 existing zoning district designations of B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development. 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 South Atlantic Avenue area. The property at 251 South Atlantic Avenue was formerly a hotel use.

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 specifically identifies lodging as an intended use of the land use designation. The hotel/transient lodging use is a permitted use in the B-6, Oceanfront Tourist Commercial zoning classification.

The application is supported by the following policies in the Comprehensive Plan:

Future 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.

POLICY 1.2.4.

Tourist oriented hotel/motel development and appropriate support facilities shall be located along A1A, south of Granada Boulevard and near highway interchanges, and shall not be permitted to intrude into established residential areas north of Granada Boulevard nor established residential areas east of South Atlantic Avenue, further westward of A1A than is currently permitted south of Granada Boulevard.

POLICY 1.2.5.

The redevelopment and renewal of blighted commercial areas shall be encouraged.

POLICY 1.2.6.

New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.

POLICY 1.2.7.

Maintain the tourist commercial character of the A1A corridor, except as noted in Policies 1.1.4. and 1.2.4. Design guidelines should be established for all new development along the ocean so that, in the future, buildings will be homogeneous and compatible with surrounding constructions and will represent a common theme. Maintain oceanfront setbacks for properties located along the Atlantic Ocean. Oceanfront development should be airy and open with a minimum of interference with the ocean view and breeze.

POLICY 1.2.14.

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 project is within the city's Transportation Concurrency Exception Area (TCEA) as described in Objective 1.5 of the Transportation Element of the Comprehensive Plan. Policy 1.5.2 of the Transportation Element of the Comprehensive Plan states, "Development and redevelopment within designated TCEAs are exempt from traditional state-mandated transportation concurrency requirements but shall comply with Objective 1.6 of the Transportation Element and associated policies as well as transit design principles." Additionally, Chapter 1, Article V, Section 1-32(6)(l) of the Land Development Code states, "For development within a TCEA, no traffic study shall be required, concurrency shall not apply, and mitigation other than payment of the fee shall not be required. The mobility fee is a "pay and go" fee. Volusia County's Road Impact Fee shall apply." The traffic flow and pedestrian safety is reviewed as part of the issuance of the development order.

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 submitted with the 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 submitted with the 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.

Chapter 1, Article II, 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 existing zoning district designations of B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development; 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 the existing zoning district designations of B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development. 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 ±2.95-acre property from the existing zoning district designations of B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development. The City Commission dates would be determined with the adoption of the City Commission calendar on November 15, 2022.

Attachments:

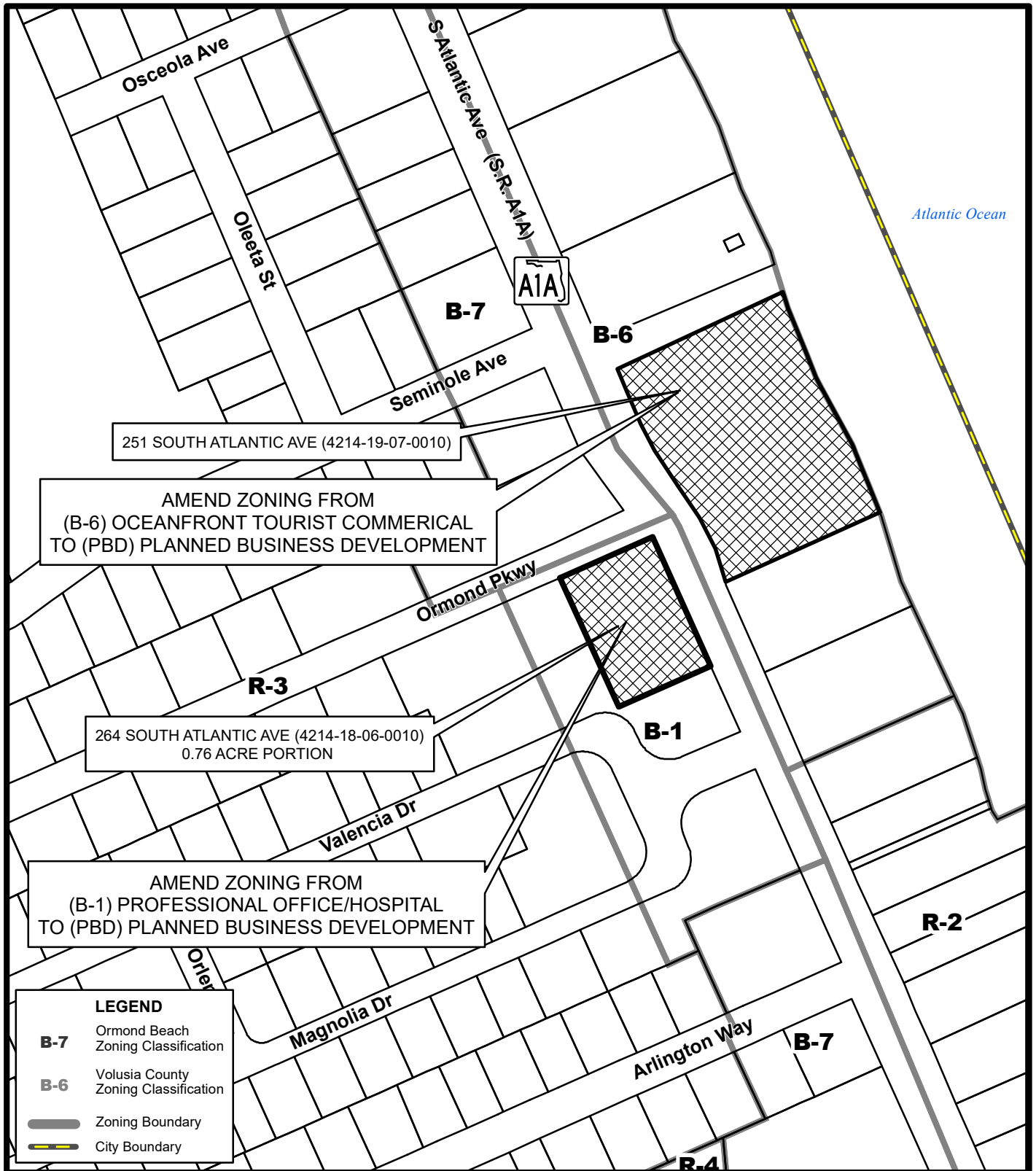
Attachment 1: Zoning map of the proposed amendment

Attachment 2: Legal description of zoning map amendment

Attachment 3: Land use, location, and aerial maps

ATTACHMENT 1

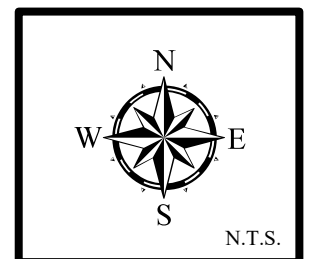
Proposed zoning map



PROPOSED ZONING MAP

251 SOUTH ATLANTIC AVE (4214-19-07-0010)
264 SOUTH ATLANTIC AVE (4214-18-06-0010)
0.76 ACRE PORTION

Prepared By: The City of Ormond Beach
G.I.S. Department - October 11, 2022



ATTACHMENT 2

Sketch and legal
description of application
areas

LEGAL DESCRIPTION

251 South Atlantic Avenue

EAST SITE = 95,410 SF = 2.19 AC

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE-SUBDIVISION BLOCK "G", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 196, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

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Portion of 264 South Atlantic Avenue

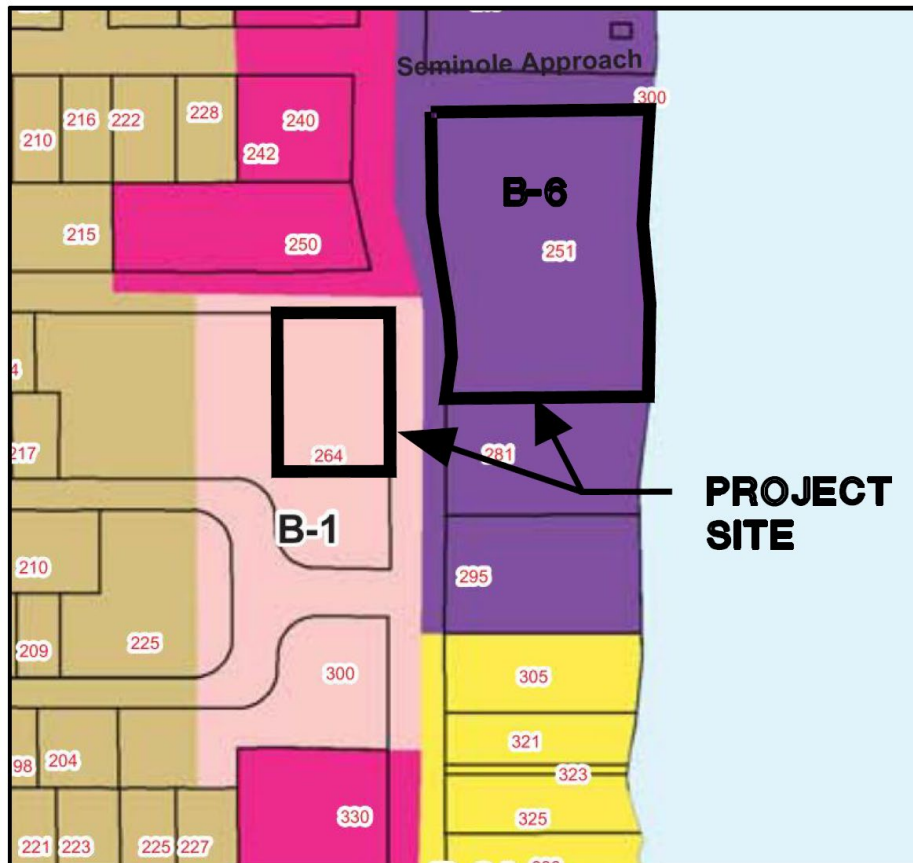
WEST SITE = 33,003 SF = 0.76 AC

A PORTION OF LOTS 1 THROUGH 3, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKAFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 40.00 FEET OF LOT 8, BLOCK F OF SAID ORMOND PARKWAY; THENCE RUN N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 282.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 153.07 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (SR A1A), A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79080-2504; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: S25°31'09"E, A DISTANCE OF 104.03 FEET; THENCE RUN S65°55'24"E, A DISTANCE OF 2.10 FEET; THENCE RUN S23°53'59"E, A DISTANCE OF 108.55 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY RUN S65°23'30"W, A DISTANCE OF 155.47 FEET; THENCE RUN N24°36'30"W, A DISTANCE OF 214.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 33066.51 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

Map of Area

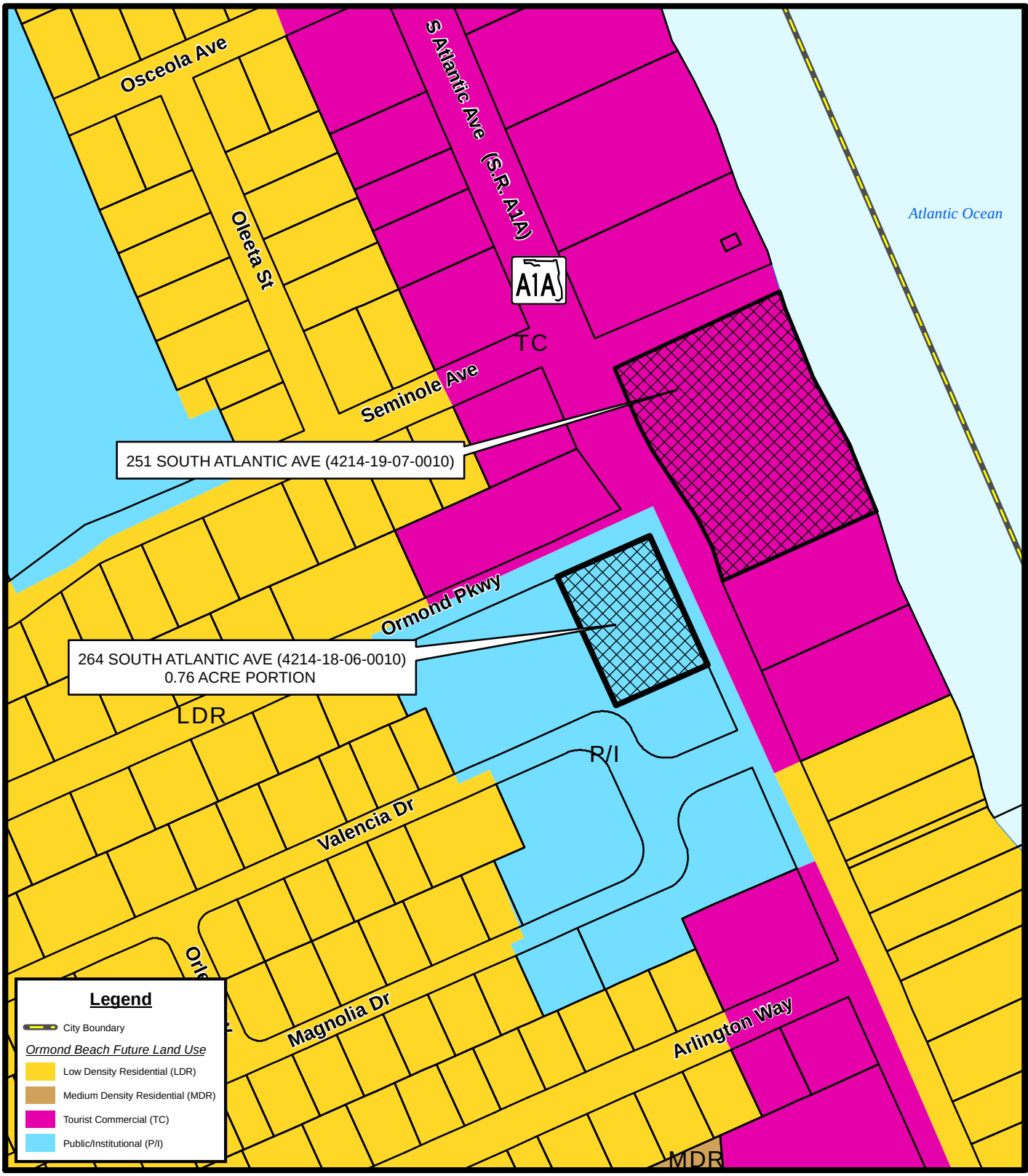


ZONING MAP

B-6 OCEANFRONT TOURIST COMMERCIAL
B-1 PROFESSIONAL OFFICE-HOSPITAL

ATTACHMENT 3

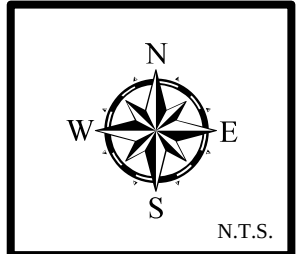
Land Use, location and
aerial maps

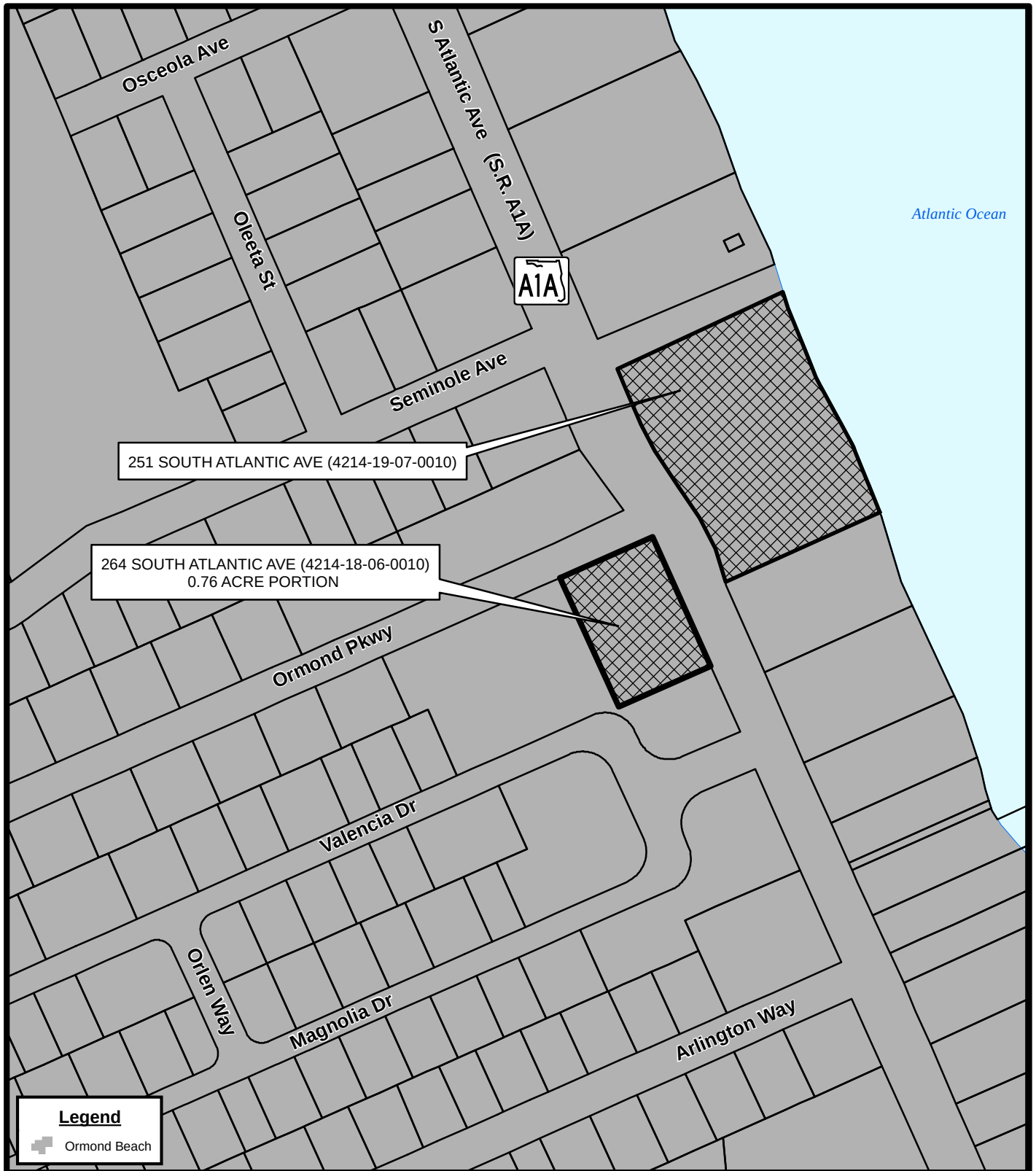


FUTURE LAND USE MAP

251 SOUTH ATLANTIC AVE (4214-19-07-0010)
 264 SOUTH ATLANTIC AVE (4214-18-06-0010)
 0.76 ACRE PORTION

Prepared By: The City of Ormond Beach
 G.I.S. Department - October 11, 2022

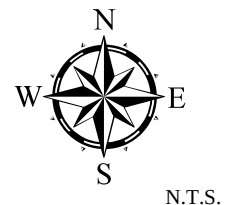


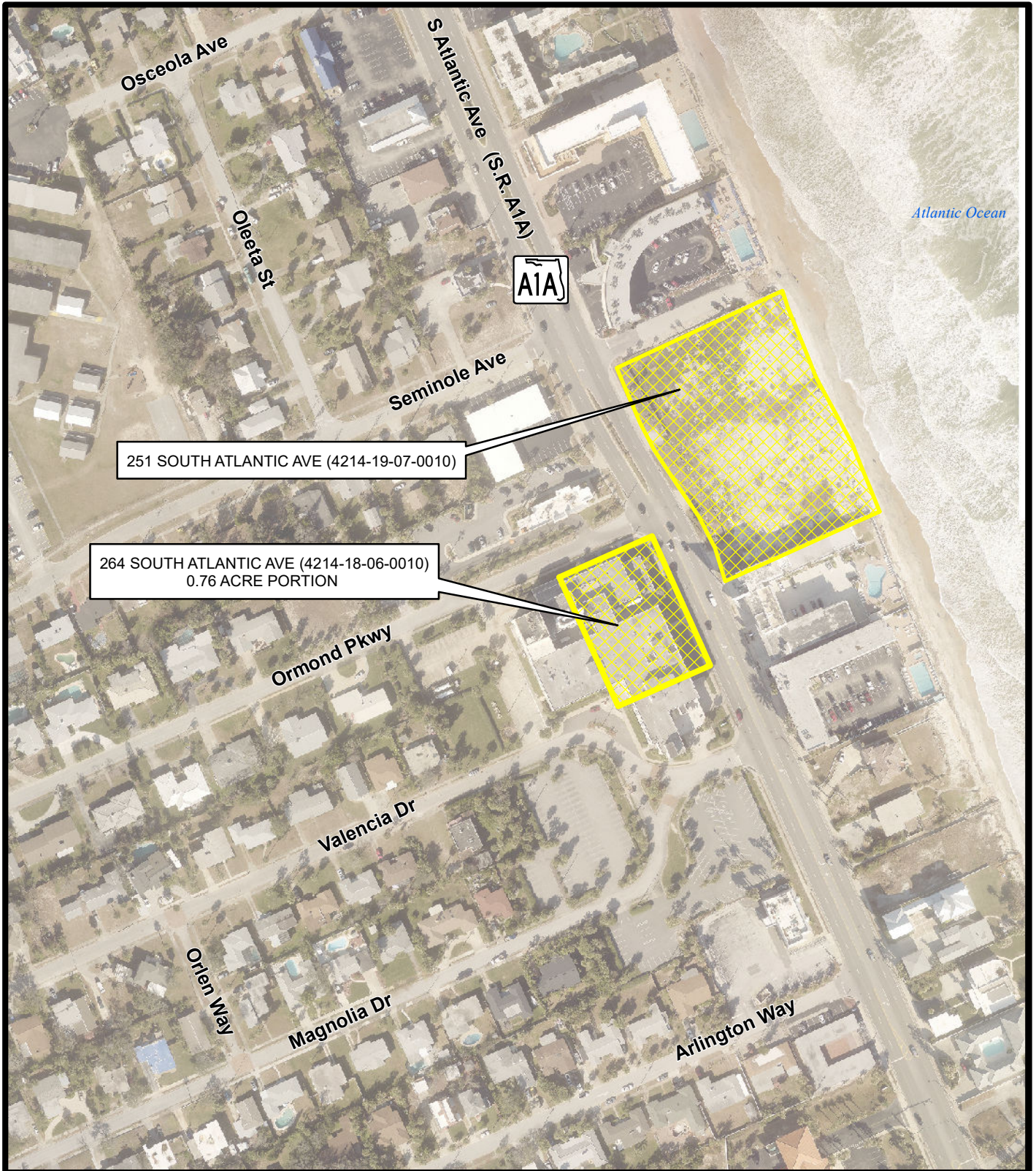


LOCATION MAP

251 SOUTH ATLANTIC AVE (4214-19-07-0010)
264 SOUTH ATLANTIC AVE (4214-18-06-0010)
0.76 ACRE PORTION

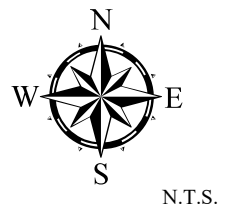
Prepared By: The City of Ormond Beach
G.I.S. Department - October 11, 2022





AERIAL MAP
251 SOUTH ATLANTIC AVE (4214-19-07-0010)
264 SOUTH ATLANTIC AVE (4214-18-06-0010)
0.76 ACRE PORTION

Prepared By: The City of Ormond Beach
G.I.S. Department - October 11, 2022



**Proposed hotel lot, looking south
251 South Atlantic Avenue**



10/27/2022 14:23

**Proposed hotel lot, looking northeast
251 South Atlantic Avenue**



10/27/2022 14:29

**Proposed parking
Portion of 264 South Atlantic Avenue**



Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznajstajler
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka
Jessica L. Gow
Nika K. Hosseini
Sydney V. Cichon
Brandon T. Byers
Baylee D. Bunyard
Anne M. Kehrl
James P. Love III



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Larry D. Marsh
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William M. Cobb
(1881-1939)
Thomas T. Cobb
(1916-2004)
W. Warren Cole, Jr.
(1926-2008)

December 12, 2022

VIA ELECTRONIC MAIL - Steven.Spraker@ormondbeach.org

Steven Spraker
Planning Director
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

RE: Small-Scale Comprehensive Plan Amendment (LUMA 2022-018(A)) and
Rezoning/Planned Development (PBD 2022-018(B)(1) and RZ 2022-018(D)) –
Concurrent Review Request

Dear Steven:

As you know, it is our firm's pleasure to represent Ormond Beach Holdings LLC in connection with their application for a Small-Scale Land Use Map Amendment, Planned Business Development Rezoning, and Zoning Map Amendment on their property located at 264 S. Atlantic Ave., 225 Magnolia Avenue, and 300 S. Atlantic Avenue in Ormond Beach, FL. The purpose of this letter is to request that the City of Ormond Beach ("City") consider the application for the Small-Scale Land Use Map Amendment concurrently with the accompanying rezoning applications for the purpose of City Commission hearings and decision making, in accordance with Fla. Stat. Section 163.3184(12).

If there is any other information we can provide to assist in review of this request, please do not hesitate to reach out.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jessica Gow".

Jessica Gow for

Robert A. Merrell III

Direct Dial (386) 323-9263
Email Rob.Merrell@CobbCole.com

DRAFT

Planning Board minutes from December 5, 2022

ITEM:

PBD 2022-018(B)(1) – Zoning Map amendment, Ormond Beach Holdings LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue

V. PRESENTATIONS

Mr. Spraker, Planning Director, introduced the presentation to thank Commissioner Tolland and Commissioner Briley for their service on the Planning Board. Each Planning Board member also thanked Commissioner Tolland and Commissioner Briley for their contributions to the Planning Board. Commissioner Tolland and Commissioner Briley each expressed gratitude to the Planning Board members.

VI. 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).

VII. APPROVAL OF MINUTES

October 13, 2022

Mr. Galloway moved to approve the October 13, 2022 Minutes. Ms. Shull seconded the motion. The minutes were unanimously approved.

VIII. PLANNING DIRECTOR'S REPORT

There was no Planning Director's report.

IX. PUBLIC HEARINGS

A. LUMA 2022-018(A): Small-Scale Comprehensive Plan Land Use Map amendment, 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 S. Atlantic Avenue

Mr. Spraker, Planning Director, explained the agenda topics associated with the Ormond Beach Holdings, LLC applications, starting with the first agenda item, the land use amendment for the properties at 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 S. Atlantic Avenue. The second and third items are for a zoning map amendment and an issuance of a development order, for the proposed hotel. He continued that the fourth item is a zoning map amendment to R-3 which impacts portions of aforementioned properties. The fifth and final item to be presented is the preliminary plat review for 15 proposed single-family homes. Mr. Spraker concluded that each item will be presented and voted on in order and separately.

Mr. Steven Spraker, Planning Director, explained the process and request for LUMA 2022-018(A), a Small-Scale Comprehensive Plan Land Use Map amendment for approximately 4.25 acres located at 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue from "Public/Institutional" to "Low Intensity Commercial" for approximately 0.76 acres and from "Public/Institutional" to "Low Density Residential" for approximately 3.49 acres. Mr. Spraker explained the process of a land use amendment, beginning with the administrative staff review with the Site Plan Review Committee (SPRC). A neighborhood meeting was held September 14, 2022, and today the application is reviewed by the Planning Board as an advisory

board to the City Commission. The City Commission meeting is planned tentatively for January 10th and January 24th, 2023. The land use amendments go to the Volusia Growth Management Commission and the Department of Economic Opportunity.

Mr. Spraker stated that the subject property was a 114,000 square foot-former hospital. The hospital has since been demolished and it is vacant land and the parking lots remain.

Mr. Spraker explained that every property has a land use and a zoning and how the land use is the vision of what the future property is going to be without a specific site plan. Looking at it today, the property was a former hospital and has a "Public/Institutional" land use, which did not allow residential density and had a Floor Area Ratio (FAR) of 0.8. He continued that the zoning for the property had a mixture of B-1, Office/Professional, Hospital, and R-3, Single-Family Residential. Mr. Spraker added that the land use is the focus in the current application. He further explained the proposed land use amendment. The proposed "Low Intensity Commercial" density allows 10 units per acre, with a Floor Area Ratio (FAR) of 0.6. The applicants are seeking a parking lot in the "Low Intensity Commercial" proposed land use area. The remainder of the land area is sought for "Low Density Residential" and allows up to 4.3 units per acre with a Floor Area Ratio (FAR) for residential and institutional uses 0.2. Mr. Spraker expounded on how the land use provides a framework of the uses and densities with no construction details to go onto the zoning map amendment and issuance of a development order and preliminary plat. South Atlantic Avenue is part of the City's transportation concurrency exception area and is exempt from traffic concurrency. Mr. Spraker concluded that staff recommends approval.

Chairman Thomas opened it up to the Board for discussion and questions.

Board questions:

Ms. Shull asked for explanation of the exemption of traffic concurrency. Mr. Spraker replied that the State of Florida established regulations for Dense Urban Land Areas (DULAs) and cities of certain sizes could be exempt from transportation concurrency. The City elected to use the multimodal corridors which are the areas that have public bus services. He concluded that State Road A1A, portions of Granada Boulevard and U.S. Highway 1 are multimodal corridors and exempt from concurrency.

Chairman Thomas stated that there is no hope of getting an emergency care center with confirmation that the property has already been purchased. Mr. Spraker detailed the way land use and zoning and property rights work, and how there is a menu of land use and choices. The city does not dictate what goes where, as it is the applicant's choice based on the market and what they seek to construct is consistent with the zoning district allowances.

Attorney Hayes further explained that there is a menu of choices and it is the property owners right on which of those available uses the applicants proposes for development, and once the determination is made, from there it goes to the Site Plan Review Committee (SPRC), who makes the recommendation to the Planning Board. He explained the basis of the decision making, considering certain legal criteria in the adopted land development regulations against which when the applicant comes before the Board, and then to the City Commission, that the evidence and facts will need to be weighed to evaluate if the application meets the legal criteria. Attorney

Hayes concluded that there are different criteria for land use, zoning and development orders.

Mr. Galloway commented that in his business, the interest has been to get a 'doc-in-the-box' between the cities of Daytona Beach and Ormond Beach, and was told was that the closest demographics that type of business will come to in the beachside area is along Granada Boulevard.

Chairman Thomas opened up the public hearing for those interested in speaking on the item.

Applicant's presentation

Mr. Rob Merrell III, P.A., Cobb Cole Attorneys at Law, 139 S. Ridgewood Avenue, introduced the group working on the project from Cobb Cole Attorneys at Law, Mr. Adam Plous, property owner, Contender Development, Parker Mynchenberg & Associates, Studio-Z Architecture, and Lassiter Transportation Group. Mr. Merrell stated that the subject property at one time was the Alaskan Motel, The Quality Inn, and the hospital. He added that he too feels that healthcare on the beachside is important, but the client purchased the property with the idea of primarily building a hotel. He continued that a portion of the property across the street is proposed to be ancillary parking for the hotel. It was decided to continue the neighborhood across the street from the hotel to A1A for the remainder of the property on the west side and commented that this will be more welcome to the area than what else could have been put in.

Mr. Chris Sandkuhler, Architect, Studio-Z Architecture, displayed a presentation video of the proposed hotel and property. He added that his firm has over 30 years of experience designing hotels, specifically along the Atlantic coast. Mr. Sandkuhler reviewed the project of a 137-room, 5-story, custom-oceanfront hotel, Residence Inn by Marriott. The interior and exterior of the hotel will be fully custom, meaning that no other hotel in the world will look like this hotel. It will feature an elevated pool deck, onsite parking of 108 spaces with approximately 60 ancillary parking spaces across the street for peak-demand times of the year. Mr. Sandkuhler continued that hotel residents will have a private beach access walkway and dune walkover parallel to the beach amenity deck/indoor-outdoor bar. On the north side of the site, some land will be deeded to Volusia County to provide a new beach access approach with a sidewalk and dune walkover structure along the Seminole beach approach. The hotel was oriented on the north side of the site to maintain as much as the view corridor as possible. Mr. Sandkuhler explained the vegetation including the palm trees, and proposed Florida Department of Transportation (FDOT) public crosswalk in further detail. The architecture design was described as coastal-Florida with hints of Victorian design with exposed rafter tails, standing seam metal roof, fiber cement, brick, vertically-oriented traditional windows, railing and a metal roof, which are aesthetic requirements of the City of Ormond Beach.

Mr. Scudiero commented on the large number of parking spaces for the hotel including the ancillary parking and it was determined that it is the requirement. Mr. Sandkuhler suggested that the parking could assist large families staying for more than a night and/or RVs or trailers in tow.

Mr. Jorczak asked how many parking spots are directly underneath of the hotel and inquired about conference room space. Mr. Sandkuhler answered between 50-60 parking spaces underneath, with 108 spaces total onsite, and explained that there is a

conference room but is unsure of its structure at this time. Mr. Jorczak referenced the recent hurricanes and inquired about the reinforcement plans for the building. Mr. Sandkuhler reassured that there are plans in place for the existing seawall as well as the addition of a secondary gravity seawall behind it for an extra layer of protection for potential flooding or tidal drift from the ocean. The structure will be concrete with augered-cast piling structuring with deep concrete piers extended into the ground and bedrock.

Ms. Shull inquired about the existing public beach access that is there currently. Mr. Merrell replied that the Seminole beach approach will be enhanced collaboratively with Volusia County.

Chairman Thomas asked how old the seawall is. Mr. Merrell was not certain but reiterated that another seawall will be installed behind it to protect the property. He concluded that the project should be viewed as an investment and welcomed addition to the area. The hotel will bring customers to the restaurants and be a new hotel for residents' families to stay.

Mr. Jorczak remarked on the proposed 15 lots across the street of the proposed hotel and commented that the lots appear larger than the existing lots in the subject property area. Mr. Merrell commented that they are larger in the manner that they are laid out. Mr. Jorczak inquired about number of lots proposed and it was determined that the applicants are under the density allowed and did it in a marketable-approach.

Chairman Thomas opened the public hearing back up for audience comments

Audience Comments

Mr. Scott Studner, 321 S. Atlantic Avenue, inquired about the parking lot on the west side of A1A. He stated that he lives three doors south of the proposed hotel, on the east side of A1A. He asked if it is binding that it stays a parking lot into the future or if it is possible to be developed into a commercial enterprise. He asked how the residential units will be developed, if it will be by a builder and if the lots will be sold for buyers to bring their own builders. Mr. Studner also asked if there was going to be a crosswalk between Beachside Johnny's Bar & Grill, and the intersection of Valencia Drive and Magnolia Drive. He added that he feels that the intersection of Valencia Drive and Magnolia Drive is a better spot to put the crosswalk because all of the houses in that area walk across the parking lot to go to the beach approach. He stated that with the proposed houses, people will be unable to walk through yards to walk to the newly created crosswalk. He suggested that if the people that come down Arlington Drive are concerned about a traffic light there to cross the street that they can go to the fire station.

Mr. Studner suggested a camera surveillance system at the remote parking lot as currently the existing parking lots are used for campers that leave garbage in the morning. He commented that he hoped for a portable Emergency Room (ER)/Doc-in-a-box as Mr. Galloway had mentioned prior. Mr. Galloway replied elaborating that it is a matter of getting someone to put one in and said that their business contacted six of them but that the demographics are not there to justify it. Mr. Studner concluded that he strongly endorses the project and remarked that it will be a great addition to the beachside area and can see participating in it with going to the hotel bar and bringing out-of-town guests there.

Ms. Nan Godwin, 204 Ormond Parkway, stated that she lives directly behind where the house construction will take place. She added that she is happy about the proposed

project as it will help the situation with the homeless taking up residence behind her house. She reviewed her list of questions ranging from if there will be restaurants and retail there, if the entrance of the axillary hotel will be on Ormond Parkway, to the construction timeline and who the builder is, and if the property can be sold again prior to the current proposed project. Ms. Godwin expressed her concern with the parking lot access being off of Ormond Parkway with the Dunkin' Donuts being on that street, with the congestion of customers going in and out. She suggested that the parking lot entrance be on A1A. Chairman Thomas remarked that the applicant will have a lot of money invested in the proposed project and does not foresee them selling. He stated that Mr. Merrell will answer all questions following audience participation.

Mr. Rob Keeler, 204 Magnolia Drive, remarked that he is in favor of the project but has concerns. He stated that he did not attend the neighborhood meeting but came across architectural renderings on the proposed residential project and has concerns about the building height requirements and location of buildings and where they face. Mr. Keeler added that he lives directly behind the existing parking lot located at 300 S. Atlantic Avenue. He expressed concern with the upkeep of that property at the current time as it has been lacking with a lot of trash that blows out into the street. He added concerns about street lighting and parking for the other homes. Mr. Keeler inquired about the FDOT crosswalk access, questioning if it will be a pedestrian controlled beacon or not. He asked if there would be a community wall between the current and new residents, and if it will be owned by a single-owner or sold off. Additional inquiries were if it would be controlled by a HOA or allowed for short-term rental businesses. Others concerns expressed with how construction staging and traffic will impact Magnolia Avenue. Mr. Keeler asked about the March 2017 traffic study prior to the hospital demolition, expressing the concern with the traffic count.

Ms. Candace Keeler, 204 Magnolia Drive, stated her concerns, beginning with her not receiving the abutter letter for the neighborhood meeting regarding the property proposal details. She continued that she found the information out by a neighbor and her husband reached out to the attorney firm that is working with the developer. Ms. Keeler explained that they are heavily impacted by the property located next door to their home, but are not opposed to the proposed hotel development. She expressed concern about the residential homes and water retention, water/drainage issues, traffic flow, and seeing the design renderings, square footage, and resale of the homes. She asked if the homes would be one-owner, multiple owners, real estate development firms, airbnbs or timeshares. Ms. Keeler remarked that they want to be sure that there is a barrier between them and whatever property is next to them. She explained that their home was broken into where vagrants took up occupancy in their home for 24 hours and have concerns with the property next door not being properly maintained, stating that they have rats, snakes and overgrowth of vegetation that are not being addressed. Ms. Keeler concluded that they are concerned with the fact that things are not being addressed now and wonders how they are going to be able to communicate with the developer when the project is underway.

Ms. Kimberly Campbell, 251 S. Halifax Drive, stated that she is in favor of the project and thinks that it will be a great addition to the community and added that she has been a resident of the city since 1974. Ms. Campbell continued that she is a realtor and designer in the community and feels that the growth is a positive for the community. She stated that her concerns have been addressed but reiterated that the traffic flow and drainage are of the most concern. She added that a current traffic

study should be done. The traffic most detrimental to the residents is from Dunkin' Donuts. Ms. Campbell remarked that during high school hours she noticed that the kids use Ormond Parkway to cut through and speed to avoid traffic on Halifax Drive or A1A going north.

Ms. Lee Dunkel, 94 Ormond Parkway, proposed that the Board discuss and consider climate change matters and what is happening with it in the area. She continued that the cost of continuing to do the same thing over and over, year after year, is going to become extremely costly for the residents and our community. She stated that while her home or the Board's homes may not have sustained hurricane damage, it does not mean that there have been no costs associated. There are clean-up costs, repair to infrastructure costs, damage to businesses, tourism industry, landscaping, in which everyone pays the repairs for, along with higher insurance fees, taxes, and gain higher stress levels, isolation, depression, insecurity, fear of the next season and what that may bring. Ms. Dunkel commented that she laughingly tells her friends, family and neighbors, that if she was 21 years old, she would not buy or build a home on the peninsula as it is a barrier island and will disappear as some have started to disappear in North Carolina and other parts of the country. She remarked that she is planting a seed, as no one seems to understand that all of this may disappear.

Mr. Glenn Lowry, 97 Valencia Drive, stated that he moved here five years ago and watched when the hospital was torn down and hoped that there would be a park there in the open space. He commented that the development of the 15 houses would be great. He added that Marriott Residence Inn currently has 30 brands and if he were to pick a favorite, he would pick the design proposed. Mr. Lowry stated that he would use the crosswalk as he is an avid beachgoer. He expressed his satisfaction with the design and quality of the project.

Mr. Bill Treaster, 90 Magnolia Drive, commented that he is pleased with most of the project but questions the housing in the neighborhood on how many will be two-story versus single-story and inquired on how it will be determined. He asked if the restaurant and bar for the hotel will be open to the public or private for the occupants. Mr. Treaster inquired about the L-shape at Magnolia Drive on the plans.

Ms. Caj Pinero, 176 Seminole Avenue, stated that they moved into their house Friday the 13th in 2000 and at that time there was a hotel on the proposed hotel property until the hurricanes took it away. She added that she has no problem with there being another hotel there but does have a problem with the rodents that came from the property site. She asked if something can be done to manage the rodents when doing construction. Ms. Pinero expressed concern with the building of two-story housing with hurricanes and shadowing. She is glad to hear of the building height limitations of the hotel. Ms. Pinero asked if the new houses will be affordable-housing as there are a lot of people on fixed incomes, and asked if they will be rental properties or if they will be bought as homes. She added that she did not receive a notice about the neighborhood meeting but understood that it could be due to having a new mail carrier and is not overly concerned with that part. She remarked that she did recently get the last certified letter from the City's Planning department that was sent out regarding the project. Ms. Pinero thanked the Board for accepting the input of the community and expressed her happiness to share.

There was question as to the timing of the other residents' comments and Attorney Hayes reiterated that the first piece of the project is the land use map amendment and is not into the actual development which will come later. He added that it is more

appropriate to have comments regarding particular items at the time of their spot on the agenda. Attorney Hayes did not see a problem with the public speaking now, he said, being that there were no legal issues with those wanting to speak about the project at the current time, as long as the applicant does not have issues with it and each of the items are considered on their own merits based on the criteria for those items.

Ms. Christine Uranaka, 155 Arlington Way, remarked that she feels more erosion studies are required in light of the recent hurricanes. She commented that the video of the proposed hotel and property was gorgeous with 200 feet of beach that does not exist. She stated that the baby-of-a-hurricane that the area just had did damage and how Fort Myers was demolished with a category 4 hurricane. Ms. Uranaka suggested that these matters be taken into consideration before rushing into building the hotel. Erosion setbacks should be researched. Ms. Uranaka commented on the residential portion of the project adding that there are a lot of questions due to the builder/developer not being present at the neighborhood meeting. A lot of the questions were left unanswered with a standard reply that the project would all go according to zoning regulations. The meeting attendees were told that the meeting would be shut down if the arguing continued, she said. Ms. Uranaka stated before allowing the rezoning, that another proper meeting should be scheduled with all of the players present and the citizens of the community. She commented on the fact that the houses were not planned to be affordable-housing and how if they are not affordable at 6 percent interest that they will not be affordable at 8 percent interest and does not want the builder or developer to be able to decrease quality to meet their agenda. She expressed that the true agenda is in question after not getting all questions answered at the neighborhood meeting.

Ms. Margaret Sharifi, 210 Valencia Drive, commented that a lot of people were not aware of the 15-home project as the only people receiving letters were within the required 300 feet of the project. She explained that she printed and shared the information with neighbors for awareness. Ms. Sharifi stated that her family owns two homes on Valencia Drive and have lived there for 45 years. Homes in the neighborhood were built in the 1950s with a few from the 1920s.

Ms. Sharifi continued that at the September neighborhood meeting, Cobb and Cole Attorneys representatives advised that Ormond Beach Holdings, LLC, whose legal address is in Miami, proposed to build 15 single-family homes on the west side of A1A, directly east of their neighborhood and how purchasers of the single-family homes will have the option of one or two-stories. At the time of the meeting, the builder had not been named. Ms. Sharifi added that the proposed site is zoned commercial and will need a planning change to residential for their plan to proceed. She explained the following concerns of traffic, and the additional 30-45 cars for the additional houses, depending on the number of teenagers that they might have. She also had concerns about a limited egress to A1A due to no left-hand turn on A1A, according to her understanding. She added that she thought that is what the L-shape was on the map that was another one of the resident's concerns, and they were told that they were not going to be able to make right-hand turns onto A1A. Ms. Sharifi stated that they currently have a 30-foot buffer zone and that there is no buffer zone required for residential, if there is a change from commercial to residential. She added that there are six drainage easements on the proposed site to collect water and debris and expressed concern with no maintenance of the drainage easements and mosquitos. She commented on the height of the homes at 18 to 20 feet tall that will

be in front of their neighborhood that will block sea breezes and sight views from the ocean and impacting air quality. Ms. Sharifi commented that if they retain commercial zoning it will require the 30-foot buffer zone and is an ideal location for an urgent care center and possible beach-oriented shops. She continued that the egress for traffic would be direct from the shops to A1A and now if the proposed projects continue, that there will be an increase of traffic. Ms. Sharifi commented that all need to be cognizant of the recent loss of beachside houses and condos in Volusia County by being proactive in considering the future sea level impact on any new construction close to the sea. She expressed that she would like to know the timeline for construction. She concluded that the idea of the homes to her is like having a Lamborghini in front of a Volkswagen Beetle, and stated that she prefers a Volkswagen Beetle.

Ms. Corine Senia, 209 Magnolia Drive, expressed her concerns as she is directly next to the parking lot and heard that they are putting a retention easement next to her house for water drainage, and the mosquitos that will come with that. She continued that she is also a victim of tumors and is afraid of the repellent sprays that may be sprayed to control the mosquitos. Ms. Senia stated that she has monarch butterflies in her yard and turtles that walk across the street from her neighbor's yard. She has noticed the turtles walk in the lot next door where the retention pond will go. She added that they also have red tail hawks in the neighborhood and asks that everyone be cognizant of the nature and ecology in this beach town. Ms. Senia commented on the traffic that the project will bring and does not want it to affect the wildlife and children in the area. She concluded that her and her neighbors want the neighborhood to stay the same and do not want to be taxed out of the neighborhood.

Mr. Merrell responded to the resident's inquiries:

Regarding the zoning inquiry, the parking lot is binding. The Planned Development zoning is a custom zoning for the piece of the property that includes the hotel and the adjacent parking lot and it says that it is the only use that can be made of the property.

Alsop Properties Inc., is the name of the residential, local builder. At this stage of the process it is unknown the types of housing that will be built.

Regarding the single-family residential housing part of the project, Mr. Merrell commented that he hopes that the community is happy with this proposal and not more interested in having souvenir/T-shirt shops in the community.

The FDOT has the crosswalk planned to go across from Dunkin' Donuts and is ultimately under FDOT jurisdiction.

The owner stated that the camera surveillance in the parking lot will be more a Marriott-inquiry that will be passed on to them.

Restaurant and retail uses will not be allowed on the properties per R-3 zoning district guidelines.

The entrance to the auxiliary parking lot is planned to be off of Ormond Parkway. Per the FDOT permit, it is assumed that the entrance for the parking lot being off of A1A will be discouraged but will be looked into.

Construction timing is now following getting through this process. The Planned Development document specifies the outside timeline, but the straight-zoning piece of the project is whenever someone wants to build a house.

It is not the owner's intent to sell the properties as a lot of expense and pain and suffering has gone into it and the plan is to build the project.

Architectural renderings of the homes were produced as well as the hotel. It is possible for anyone to get in touch with the builder.

Regarding upkeep of the vacant lot, Mr. Merrell asked Mr. Adam Plous, property owner, Ormond Holdings, LLC, to respond to the question.

Mr. Adam Plous, property owner, Ormond Holdings, LLC, stated that he spoke with Mr. Chris Mason, Neighborhood Improvement Department, City of Ormond Beach, and was informed that the vacant lot land needed cleanup. Thirty-five thousand dollars was spent cleaning out old hedges and trash with the help of Yellowstone Landscaping. Mr. Plous added that the landscaping group is scheduled to attend to the property monthly and Mr. Mason confirmed that this was being done.

Mr. Merrell continued with response to the resident's inquiries:

The hotel is 5-stories and is 72 feet high. The residential homes will be one or two-story within the 30-foot height limitation in the R-3 zoning district.

There are strict turtle lighting guidelines.

Regarding a controlled beacon at the crosswalk, it is under the control of FDOT.

Regarding the inquiry of if a buffer wall will be between where the hospital was and the existing citizens in the area are, Mr. Merrell deferred to Mr. Kevin Lee, Parker Mynchenberg & Associates, for clarification.

Mr. Kevin Lee, Civil Engineer, Parker Mynchenberg & Associates, addressed the buffer inquiries, stating that the intent was adding residential lots next to the existing residential houses and no buffer is planned there as they intend for the house lots to look similar to one another. The proposed buffers are between the proposed residential subdivision and the remote parking and between the single-family lots and A1A. A 6-foot concrete stucco wall is proposed as well as landscaping required for the buffer. Mr. Lee added that the landscaping up against A1A will be between the wall on A1A.

Mr. Lee addressed the drainage inquiries, stating that the drainage on the hotel site is underground. Volume for stormwater treatment is provided onsite and in underground trenches. Any additional discharge will go to the FDOT drainage system towards the west to the Halifax River. A permit is soon to be approved by FDOT. There is DEP, St. Johns River Water Management District, and FDOT criteria to follow for the process. Drainage easements were proposed for the single-family residential lots where there will be dry retention ponds. Mr. Lee continued with the ponding, mosquito and pest concerns, replying that there are very well drained soils on the beachside. He explained that during a storm event the idea is that the water runs out and gets captured in the dry retention pond and is able to percolate into the ground for treatment within the 72-hour-rule, although it is much quicker that all of the water goes away leaving no standing water. Therefore, he stated, pests are not attracted to the dry retention ponds.

Mr. Merrell continued addressing the resident's inquiries:

The houses will be individual property owners and have a Homeowners' Association (HOA). Short-term rentals are a period of six months or less and not permitted in the proposed zoning district.

Regarding construction and staging, Mr. Merrell passed the inquiry on to Mr. Plous, who replied that there are parking spots next to the hotel. There will not be a need for a construction staging location as there is plenty of room on the property. If need be, they will also use the remote parking spot across the street.

Mr. Sans Lassiter, Lassiter Transportation Group, LTG, 1450 West Granada Boulevard, touched on the traffic study questions, replying that a traffic study has been done for both land use and zoning changes. Another traffic study will be done in the development stage.

Mr. Merrell added that the rezoning and the Comprehensive Plan amendment processes, from a transportation impact standpoint, have a theoretical analysis as opposed to counting cars on a road. The existing zoning allowances now are considered and what is being asked for and then compared. Mr. Merrell stated that there is a reduction in the transportation impact which was included in the published Staff Report/Planning Board packet.

Mr. Lassiter explained that the purpose followed for looking at the Comprehensive Plan amendment and rezoning was to compare prior land use to existing land use to proposed land use and have done the studies which show the reductions in transportation.

Mr. Merrell replied to those that did not get an opportunity to attend the neighborhood meeting and stated that notice is given within 300 feet of the property boundary with an affidavit on file specifying that it was done. Mr. Merrell added that it is also advertised through city media which goes beyond the 300 feet. He advised any interested in talking with him after the meeting was welcome as there will not be another neighborhood meeting. He expressed hope in the projects having two more meetings at City Commission where dialogue can be continued.

Mr. Merrell addressed Ms. Dunkel's comments, referring to it as 'the elephant in the room', remarking that there will be a lot of conversation about global warming and the sea rise as he is working on several oceanfront property projects that are also talking about the matter. He expressed his own personal interest with him being the fourth generation growing up on 'this island', as well as his great grandmother and said that everyone is thinking about it. Mr. Merrell referenced recent newspaper articles that are also talking about it. In reference to the inquiry about what is being done in terms of construction to prevent catastrophic failure on this project, it has substantial seawalls on either side. He offered to speak with Ms. Dunkel offline following the meeting.

Mr. Merrell addressed the inquiry as to if the hotel restaurant would be open to the public and confirmed that it will be, although will not be publicly advertised as such.

Mr. Merrell added that this project will not be subsidized affordable housing and will be market-rate.

The L-shaped bar inquiry was referenced and it was explained that it is a stop-bar at the T-intersection at A1A.

In reference to the wildlife concerns, Mr. Merrell concluded that the environmental report is included in the meeting agenda packet which is online.

Chairman Thomas opened the public hearing back up for audience comments.

Audience Comments

Ms. Candace Keeler, 204 Magnolia Drive, asked for the residential building height clarification. Chairman Thomas answered that from his understanding it is from the peak of the roof and not the ceiling of the top of the second floor. Ms. Keeler asked staff for further clarification. Mr. Steven Spraker, Planning Director, explained that the preliminary plat and the zoning are going to a straight R-3 zoning district, which is the same R-3 zoning district to the west of the property and throughout the city, where 30 feet height limits are allowed. A three-story home may be possible with a flat roof, but most are two-stories. The 30-foot height requirement is the mean roof height and not the peak of the roof. Mr. Spraker stated that the residential project is not part of the Planned Business Development (PBD), and is a separate part of it. It is going to a straight-zoning and no variances are being asked for.

Mr. Jorczak asked about the aforementioned existing water issues on Magnolia Drive and if the city is aware of them. He also asked if the residential portion of the project requires any build up in elevation on the ground versus the surrounding area and put residential construction on that land. Mr. Spraker replied that he is not aware of any drainage issues there but added that Public Works or Engineering Departments may be. Regarding the properties being sought for residential, grading inquiries, Mr. Spraker deferred the inquiry on to Mr. David Allen, Planning Civil Engineer, City of Ormond Beach, and commented that there is a substantial overall reduction in terms of the surface area, and added how removing all of the parking lots will decrease the overall impervious area.

Mr. David Allen, Planning Civil Engineer, addressed the grading of the individual lots, stating that the grading is having fill imported from the ponds that are being constructed onto the lots. The city has a requirement that the finished floor be 18 inches above the center line of the road, which was not the case back when the existing homes were constructed. Mr. Allen continued that the area of the parking lot which was basically flat with the road, now is required to be raised for the finished floor. The drainage for the parking lot consisted of infiltration pipes and graded catch areas that did not take the water away, as it sat in the system where when heavy rains would back up due to lack of maintenance to the grates and structures, left the water run out into the street. Mr. Allen advised that it was requested for the engineer to advise how much impervious surface was on the parking lots and how much impervious surface was going to be on the lots. It was found that there was a significant decrease in impervious surface, allowing more opportunity for the water to infiltrate into the ground.

Mr. Jorczak asked if the process would require stem wall installation between the adjacent neighborhoods. Mr. Allen answered that it will not. The two retention ponds separate and the lots that did not have the retention pond are slightly wider in order to get the elevation back down to what is existing on the property line at that point. Mr. Jorczak asked for reassurance that the city will require any and all water that is coming off of the new residential lots be contained within the system. Mr. Allen reassured that is correct and that there should not be any accumulation of water from the development into the adjacent neighborhood.

Chairman Thomas opened the public hearing back up for audience comments.

Audience Comments

Mr. Bill Treaster, 90 Magnolia Drive, commented that he has lived in Florida for 74 years and likes it and added that we have to live with climate-warming and similar matters. He referenced the L-shape stop bar again and asked for additional

information. Mr. Lassiter replied that it is made of thermal plastic which is a type of plastic that is heated and melted into the pavement to become pavement marking and is made to last longer than traditional paint. He clarified that it is more of a 'stop-line' than a 'bar'.

Mr. Mark Sharifi, 210 Valencia Drive, expressed his concerns with runoff being that he lives next to lot 7, in an older lot from the 1920s, which is sunk in and set lower than lot 7. He questions whether he needs to bring in fill to raise his yard. He asked the timeline of construction with the commercial and residential projects with concern that it could drag on for years.

Mr. Plous replied that the builders will be purchasing the 15 lots portion upon the completion of the approval and will want to get it started and done as fast as possible.

Chairman Thomas opened it up to the Board for discussion.

After clarifying that a roof can be popped off of any of the houses abutting the proposed residential houses in the R-3 zoning district to install a 30-foot-high roofline (to the point of the hip), Mr. Galloway reassured the residents of the area, that they are not asking for anything different than what the code in the housing industry already allows.

Chairman Thomas entertained a motion.

Mr. Galloway motioned to approve LUMA 2022-018(A): Small-Scale Comprehensive Plan Land Use Map amendment, 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 S. Atlantic Avenue. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-0).

B. PBD 2022-018(B)(1): Zoning Map amendment, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue

Chairman Thomas opened it up to the Board for discussion.

Chairman Thomas entertained a motion.

Mr. Jorczak motioned to approve PBD 2022-018(B)(1): Zoning Map amendment, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue. Ms. Shull seconded it. Vote was called, and the motion was approved (5-0).

C. PBD 2022-018(B)(2): Issuance of a Development Order, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue

Chairman Thomas opened it up to the Board for discussion.

Ms. Shull inquired about the environmental study that showed that there was not any wildlife and asked if another can be performed. Mr. Plous replied that in the environmental study survey they check for chemicals and plants and wildlife on the *endangered* species lists. He confirmed that beachside properties test for nesting turtles, and stated that they are still working on the sea turtle lighting plans.

Chairman Thomas concurred and entertained a motion.

Ms. Shull motioned to approve PBD 2022-018(B)(2): Issuance of a Development Order, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue. Mr. Scudiero seconded it.

Motion Discussion

Mr. Scudiero commended the applicant on the ‘state of the art’ modern-hotel project and the evidence that they have complied with height limits, beach access for vehicles and pedestrians, and working with the neighbors and the community. It was discussed and determined that the last time a new hotel was built on Ormond Beach was in 2010.

Mr. Galloway remarked that we live at ‘the World’s Most Famous Beach’ and stated that our largest industry is the tourism industry. He expressed recalling when there was not an empty lot on the beach and when bringing investors in the community he hears their inquiries on why all of the land is empty at ‘the World’s Most Famous Beach’. Mr. Galloway commented that young people are missing at the meeting and suggested that everyone do better redevelopment in the area. He concluded that this project is an example that leads to the future of what investors on Wall Street look at when they come into a community, whether they are going to invest in a good city with good bones or drive around and see empty beachfront property. Mr. Galloway said that he understands the global-warming concerns. He thanked the applicant for investing into this community that will lead to other good quality hotels and motels.

Chairman Thomas referenced today’s newspaper where there was an article about a 29-story condominium going up in Daytona Beach. He added that Marriott brings a high-quality name to the area and will help Ormond Beach with first-class accommodations for visitors.

Mr. Jorczak expressed how he is pleased with the project and commented that the city is a tourist area and vacation spot, and how one of the objectives of the city is to transformation the economic mix and develop more light business activity which is critical in having a diversified economy. It will provide work opportunities for citizens’ children to stay in the area. He continued that it will provide an economic tax base in which one of the elements are to have the accommodations for light industry. The city has made a tremendous effort in transforming the northwest quadrant of the city with developing the new industrial park and the activity in The Crossings area. Mr. Jorczak added that the first-class hotel will assist businesses with bringing their customers in to evaluate their companies. He made a remark that he, himself, would love to be able to put a customer on the beach in a first-class hotel so that when the customer comes to visit his facility, that they have a positive experience and stay during their visit. Mr. Jorczak concluded that it is needed for growth and sustainability, and required to be able to afford the tax basis for the comforts and amenities that we would like to have for our families and our children, including the parks and recreational facilities and a first-class school system.

Chairman Thomas added that at one time this area was not as well-known and commented that it has come a long way with Ormond Beach being proud of that.

Vote was called, and the motion was approved (5-0).

D. RZ 2022-018(D): Zoning Map amendment, Ormond Beach Holdings, LLC, portions of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue

Chairman Thomas opened it up to the Board and entertained a motion.

Mr. Jorczak motioned to approve RZ 2022-018(D): Zoning Map amendment, Ormond Beach Holdings, LLC, portions of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. Mr. Scudiero seconded it.

Ms. Shull expressed her satisfaction with the west side of the property being residential. She commented on how it has looked horrible with many complaints. She stated that she attended the neighborhood meeting and saw that their concerns were heard and met.

Mr. Galloway added that the project is a value-added proposition and believes that homeowners values will be increased as a result of it.

Vote was called, and the motion was approved (5-0).

Chairman Thomas called for a five (5) minute recess.

E. PP 2022-018(C): Tides Edge Preliminary Plat, a portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue

Chairman Thomas opened it up to the Board and entertained a motion.

Ms. Shull motioned to approve PP 2022-018(C): Tides Edge Preliminary Plat, a portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. Mr. Scudiero seconded it. Vote was called, and the motion was approved (5-0).

F. PP 2022-091: Archer's Mills, Phase 3A Preliminary Plat, Plantation Oaks Planned Residential Development

Mr. Steven Spraker, Planning Director, explained the request for a preliminary plat submitted by Plantation Oaks of Ormond Beach, LLC, for the subdivision of 42.38 acres into 94 single-family lots and associated site improvements. The subject property is located within the Plantation Oaks Planned Residential Development (PRD) along Plantation Oaks Boulevard. Mr. Spraker explained the platting process. The Plantation Oaks PRD was approved by the City Commission by three ordinances, this application has been reviewed by the Site Plan Review Committee (SPRC), and tonight the Planning Board is reviewing it and will make a recommendation to the City Commission tentatively January 10th, 2023. Then, if approved, it will go to construction, then go to final plat and back to SPRC and again back to City Commission for a final hearing.

Mr. Spraker stated that the manufactured modular homes in Plantation Oaks Phase 2A is completed. Phases B, C, D in Phase 2 are under construction for the infrastructure improvements, and how Phase 1A is the only single-family construction that is in the City of Ormond Beach currently for 121 lots. He continued that this would be the second subdivision that would be under construction for single-

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 8.I
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-05	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	Issuance of a Development Order, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue			
Budget Impact:	There is no budget impact as the result of this issuance of a development order.			
Summary:	This is a request for the issuance of a development order submitted by Robert A. Merrell, III, Esquire, Cobb Cole on behalf of the property owner, Ormond Beach Holdings, LLC. The Ormond Holdings, LLC Planned Business Development seeks to allow the construction of a five (5) story hotel of approximately 95,700 square feet with 137 rooms and parking, including a remote lot on the west side of South Atlantic Avenue, and associated site improvements. The subject property is a total of approximately 2.95 acres and is located at 251 South Atlantic Avenue (approximately 2.19 acres) and a portion of the property at 264 South Atlantic Avenue (approximately 0.76 acres).			
Recommended Action:	It is recommended the City Commission approve the development order to allow the construction of a five (5) story hotel of approximately 95,700 square feet with 137 rooms and parking, including a remote lot on the west side of South Atlantic Ave, and associated site improvements at 251 South Atlantic Ave and a portion of the property at 264 South Atlantic Ave (approximately 0.76 acres), subject to: 1. A condition that the Florida Department of Transportation (FDOT) pedestrian crossings be constructed and operational prior to a Certificate of Occupancy for the proposed hotel; and 2. Resolution of the outstanding Site Plan Review Committee. The Planning Board recommended approval of the issuance of the development order with a 5-0 vote at the December 5, 2022 meeting.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				

Kelly McGuire, Finance Director

12/19/2022

Handwritten signature of Kelly A. McGuire in blue ink.

Claire Whitley, Assistant City
Manager

12/20/2022

Handwritten signature of Claire Whitley in blue ink.

Joyce Shanahan, City Manager

12/20/2022

Handwritten signature of Joyce Shanahan in blue ink.



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: January 10, 2023
Subject: Issuance of a Development Order, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue

Commission Goal: Community Development - Other

Introduction

This is a request for the issuance of a development order submitted by Robert A. Merrell, III, Esquire, Cobb Cole on behalf of the property owner, Ormond Beach Holdings, LLC. The Ormond Holdings, LLC Planned Business Development seeks to allow the construction of a five (5) story hotel of approximately 95,700 square feet with 137 rooms and parking, including a remote lot on the west side of South Atlantic Avenue, and associated site improvements. The subject property is a total of approximately 2.95 acres and is located at 251 South Atlantic Avenue (approximately 2.19 acres) and a portion of the property at 264 South Atlantic Avenue (approximately 0.76 acres).

Background

The subject property is a total of approximately 2.95 acres and is located at 251 South Atlantic Avenue (approximately 2.19 acres) and a portion of the property at 264 South Atlantic Avenue (approximately 0.76 acres). The property at 251 South Atlantic Avenue has a land use designation of "Tourist Commercial" and a zoning classification of B-6, Oceanfront Tourist Commercial. The portion of the property at 264 South Atlantic Avenue has an existing land use designation of "Public Institutional" and a zoning classification of B-1, Professional Office/Hospital. There is a companion land use amendment that seeks to amend the future land use map designation of the portion of the property at 264 South Atlantic Avenue to "Low Intensity Commercial".

The property at 251 South Atlantic Avenue was formerly the Surfside hotel that was impacted by the 2004 hurricanes and demolished in 2010. City records indicate that the former hotel had 149 rooms. The land has been vacant since the demolition. The portion of the property at 264 South Atlantic Avenue was part of the former Florida Hospital Oceanside property. This building was also impacted by storm events and the 114,100-square-foot building was demolished in 2019.

Discussion

Ormond Beach Holdings, LLC has a total of five (5) applications at 251 South Atlantic Avenue, 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. In addition to this application, the following applications are in process:

1. **PBD 2022-018(A) – Land Use Map Amendment:** Location: 264 South Atlantic Avenue, 225 Magnolia Avenue and 300 South Atlantic Avenue. Request: A Small-Scale Comprehensive Plan Land Use Map amendment for approximately 4.25 acres located at 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue from “Public/Institutional” to “Low Intensity Commercial” for approximately 0.76 acres and from “Public/Institutional” to “Low Density Residential” for approximately 3.49 acres.
2. **PBD 2022-018(B)(1) – Issue of a Development Order:** Location: 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue. Request: Amendment from the existing zoning district designations of B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development.
3. **RZ 2022-018(D) – Zoning Map Amendment:** Location: A portion of 264 South Atlantic Avenue, a portion of 225 Magnolia Avenue and a portion of 300 South Atlantic Avenue. Request: A zoning map amendment from the existing zoning district designation of B-1, Professional Office/Hospital to R-3, Single-Family Medium Density.
4. **PP 2022-018(C) – Tides Edge Preliminary Plat:** Location: A portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. Request: Subdivision of 3.49 acres into fifteen (15) single-family lots and associated site improvements. The land use amendment is required to allow the residential subdivision. **NOTE:** This item is a Resolution and has only one reading that is scheduled for the January 24, 2023 City Commission meeting.

Specific requests of the Planned Business Development are shown in **bold**. Below are key attributes of the project:

1. The site is approximately 2.95 acres and includes the property at 251 South Atlantic Avenue (2.19 acres) and a portion of the property at 264 South Atlantic Avenue (0.76 acres).
2. The property at 264 South Atlantic Avenue is undergoing a land use amendment from “Public Institutional” to “Low Intensity Commercial”. This land area was once part of the Florida Hospital Oceanside property.
3. The proposed use is a 137-room hotel (defined in the Land Development Code as transient lodging). The hotel is proposed to be 95,700 square feet.
4. The hotel (transient lodging) is a permitted use within the B-6, Oceanfront Tourist Commercial.
5. The building height is proposed to be 72’. The hotel is five (5) stories. A survey to verify the height of the building would be required as part of the building construction.

6. For the project area at 251 South Atlantic Avenue, the proposed impervious area is 60.5% and the open space is 39.50%. For the project area at the portion of 264 South Atlantic Avenue, the proposed impervious area is 70.21% and the open space is 29.79%.
7. The project is within the city's Transportation Concurrency Exception Area (TCEA) as described in Objective 1.5 of the Transportation Element of the Comprehensive Plan.
8. The parking calculation for hotels requires 1.5 parking spaces per unit or 206 parking spaces. The Land Development Code allows a 20% reduction of parking spaces within multimodal corridors. The required parking for the hotel use is 165 parking spaces and 170 parking spaces are provided. The site plan shows 108 parking spaces on the 251 South Atlantic Avenue property and 62 parking spaces on the portion of 264 South Atlantic Avenue.
9. The project shall construct a dedicated public beach sidewalk and beach walkover to parallel the Seminole Avenue beach ramp approach. The sidewalk and beach walkover are planned to be deeded to Volusia County.
10. **Oceanfront rear yard setback. The Land Development Code requires a calculated average oceanfront setback which is 67.4'. The project is seeking an oceanfront setback of 58'.**
11. **Side corner setback along the Seminole approach. The required building side corner setback abutting the Seminole approach is 25'. In discussions with Volusia County, there is a desire to deed the land area for the proposed public beach sidewalk abutting the Seminole approach to Volusia County. The proposed deed versus easement creates a building setback of 23.5', requiring a side corner setback waiver.**
12. **Parking lot landscaping. The project is seeking to allow parking lot landscape islands every 15 parking spaces in certain areas versus the Land Development Code requirement of every 10 parking spaces.**
13. **Remote parking. The proposed parking on the west side of South Atlantic Avenue requires City Commission approval.**
14. The proposed architectural style is Florida Cracker. Building elevations and simulated views have been provided in the staff report.
15. There is a roadway improvement plan proposed by the Florida Department of Transportation (FDOT) to install pedestrian crossings along South Atlantic Avenue. This pedestrian connection would link the remote parking lot on the west side of South Atlantic Avenue and the hotel property. The roadway improvement plan includes a pedestrian crossing between Seminole Avenue and Ormond Parkway. The pedestrian crossing is required to be in place prior to the Certificate of Occupancy for the proposed hotel.
16. Monument signage is proposed for the hotel property (64 square feet) and the remote parking lot (48 square feet).
17. A bus shelter is proposed on the west side of South Atlantic Avenue.
18. The project has two access points onto South Atlantic Avenue for the hotel parcel at 251 South Atlantic Avenue. One access point is to the parking area under the building and the other is to the surface lot. The access point to the remote lot at 264 South Atlantic Avenue is from Ormond Parkway.
19. The project complies with the regulations of Section 2-27(F) of the Land Development Code that established other standards for building length and required side yard setbacks. This section limits the maximum building width to

200' and requires combined side yard setbacks of 65. The building width is 198 linear feet and the combined side yard setback provided is 162.50 linear feet.

20. Both properties are cleared based on previous uses and no wetlands exist on either parcel.

Planning Board

The Planning Board reviewed the issuance of a development order at the December 5, 2022 meeting and recommended approval with a 5-0 vote. The Planning Board discussed all five (5) applications as one item. A summary of key points of individuals who spoke at the Planning Board include:

1. Projects were positive but there were additional details sought on the hotel and single-family subdivision.
2. Inquiries about the single-family subdivision development, including drainage, allowed height, and construction schedule.
3. Remote parking should have surveillance cameras.
4. There is a desire for a medical emergency room facility on the beachside.
5. Suggestion to place the remote parking lot access onto South Atlantic Avenue. The project traffic engineer stated that the Florida Department of Transportation would not allow a South Atlantic Avenue access point.
6. Discussion of the proposed crosswalk on South Atlantic Avenue.
7. Discussion of the drainage of the single-family subdivision.
8. Concerns about traffic for the proposed single-family development, especially with the Dunkin Donuts and the high school.
9. Climate change and beach erosion should be considered.

Planning Board members noted that the project complied with the height limits, provided beach access for pedestrians, would construct a modern hotel, and provided a compatible use next to the existing single-family neighborhood. The Planning Board minutes are attached to this item.

Budget Impact

There is no budget impact as the result of this issuance of a development order.

Citizen Impact

There is no citizen impact anticipated with the proposed hotel use. The area sought for development was previously used for a hotel and the zoning specifically allows the use at 251 South Atlantic Avenue. The project has been well designed and includes public beach access, building architecture that exceeds the Land Development code standards, and landscaping that also exceeds the site design requirements.

Recommendation

It is recommended the City Commission approve the development order to allow the construction of a five (5) story hotel of approximately 95,700 square feet with 137

rooms and parking, including a remote lot on the west side of South Atlantic Ave, and associated site improvements at 251 South Atlantic Ave and a portion of the property at 264 South Atlantic Ave (approximately 0.76 acres), subject to:

1. A condition that the Florida Department of Transportation (FDOT) pedestrian crossings be constructed and operational prior to a Certificate of Occupancy for the proposed hotel; and
2. Resolution of the outstanding Site Plan Review Committee.

The Planning Board recommended approval of the issuance of the development order with a 5-0 vote at the December 5, 2022 meeting.

Attachments:

1. 23-05 Development Order OBH LLC, (P22-0200G)
2. DO, OBH LLC, Development Order (P22-0200G)
3. Exhibit A, OBH Legal Description
4. Exhibit B, PZ-22-018(B) (Site plan PBD) - Review Comments
5. Exhibit C, PBD conditions - OBH, LLC
6. Exhibit D, site plans (8.5X11)
7. Concurrent Review Request - Ormond Beach Holdings
8. 11.10.2022 Ormond Beach Holdings LLC Issuance of a Development Order PB Report (8.5X11)
9. Draft PB Minutes, OBH, LLC Issuance of DO

Approvals:



Kelly McGuire, Finance Director

Date: December 19, 2022



Claire Whitley, Assistant City Manager

Date: December 20, 2022



Joyce Shanahan, City Manager

Date: December 20, 2022

ORDINANCE NO. 2023-05

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 251 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-19-07-0010) AND A PORTION OF 264 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-18-06-0010), TO BE KNOWN AS THE “ORMOND BEACH HOLDINGS, LLC”; AUTHORIZING THE DEVELOPMENT OF THE PROPERTY AS A HOTEL AND REMOTE PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ormond Beach Holdings, LLC, a Florida limited liability company, is the owner of real property (“Applicant/Property Owner”) located at 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue (Volusia County parcel numbers 4214-19-07-0010 and 4214-18-06-0010), as more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein (“Property”), and

WHEREAS, the Applicant/Property Owner has initiated this Ordinance for the issuance of a Development Order for a Planned Business Development (“PBD”) to allow the construction of a hotel, including a remote parking lot, on the west side of South Atlantic Avenue and associated site improvements under certain conditions on the Property, consisting of approximately 2.95 acres, to be known as “Ormond Beach Holdings, LLC” as described and

depicted in the Planned Business Development (PBD) Development Order attached hereto and incorporated herein, and

WHEREAS, the proposed development of the subject property is contingent upon a small-scale land use *Comprehensive Plan* amendment (Ordinance No. 2023-03) and change in zoning (Ordinance No. 2023-04) pertaining to the subject property being approved, and becoming effective in accordance with Section 163.3184(12) and Section 163.3187, *Florida Statutes*, and

WHEREAS, the proposed development order is contingent upon the *Comprehensive Plan* amendment and rezoning becoming effective, and

WHEREAS, the Property is to be rezoned from B-6, Oceanfront Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development, and

WHEREAS, the proposed Project shall maintain the uses and dimensional standards of the B-6 (Oceanfront 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 “Ormond Beach Holdings, LLC” project is hereby approved. The Mayor and the City Manager are authorized and directed to execute and issue the attached Development Order for the Ormond Beach Holdings, LLC Planned Business Development to allow the construction of a hotel, including a remote parking lot, on the west side of South Atlantic Avenue and associated site improvements under certain conditions on the Property, consisting of approximately 2.95 acres.

SECTION THREE. Section 2-27(B)(9)(d) of the *Land Development Code* requires a calculated average oceanfront setback based on the average of all properties within 800 linear feet of the property. The oceanfront rear yard calculated average setback for all properties is 67.4'. The proposed oceanfront rear yard setback of 63' for the building, and rear stairway setback of 58' for the Planned Business Development as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby granted.

SECTION FOUR. Section 2-27(B)(9)(c) of the *Land Development Code* requires a 25' side corner setback. The project proposes to deed a public walkway for beach access, which reduces the side corner yard area. The side corner yard setback of 23.5' as shown on the site plan, and a waiver of 1.5' as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby granted.

SECTION FIVE. Section 3-05(c)(6) of the *Land Development Code* states "A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces." The project request to allow parking lot landscape islands every 15 parking spaces in certain areas versus the *Land Development Code* requirement of every 10 parking spaces within the "Ormond Beach Holdings, LLC" Planned Business Development as shown, described, and depicted in Exhibit "D" to the PBD Development Order is hereby approved.

SECTION SIX. Section 3-29 of the Land Development Code details the requirements for remote parking. The remote parking located on the west side of South Atlantic Avenue, as shown, described, and depicted on Exhibit “D” to the PBD Development Order is hereby approved, with the condition that the pedestrian crossing is required to be in place and operational prior to the Certificate of Occupancy for the proposed hotel.

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. The Applicant having requested concurrent review under Section 163.3184(12), *Florida Statutes*, of a small-scale land use *Comprehensive Plan* amendment (Ordinance No. 2023-03) and rezoning (Ordinance No. 2023-04) pertaining to the subject property, this development order shall be contingent, and effective, concurrent with and on the date the subject *Comprehensive Plan* amendment and rezoning become effective.

PASSED UPON at the first reading of the City Commission this 10th day of January, 2023.

PASSED UPON at the second and final reading of the City Commission this 24th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE: Application of: Robert A. Merrell III, Esquire, on behalf of the property owner, Ormond Beach Holdings, LLC, a Florida Limited Liability Company
Application No. 2022-018
Project Name: Ormond Beach Holdings, LLC
Property Address: 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue
Parcel ID No.: 4214-19-07-0010 and 4214-18-06-0010

**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 January 10, 2023 and January 24, 2023, and the City Commission having considered those items as required by 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 amended;

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 amended;

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;
and

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 Robert A. Merrell, III, Esquire, Cobb Cole, with authorization of the property owner, Ormond Beach Holdings, LLC, a Florida Limited Liability Company (“Applicant/Property Owner”) for a Development Order for a Planned Business Development to be known as “Ormond Beach Holdings, LLC”, to be located at 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue (Volusia County parcel numbers 4214-19-07-0010 and 4214-18-06-0010) as more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein (“Property”), to allow the construction of a hotel, including a remote lot on the west side of South Atlantic Avenue, under certain conditions on 2.95 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, Planned Business Development, 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)(b) 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. The Applicant having requested concurrent review under Section 163.3184(12), *Florida Statutes*, of a small-scale land use *Comprehensive Plan* amendment (Ordinance No. 2023-03) and rezoning (Ordinance No. 2023-04) pertaining to the subject property, this development order shall be contingent, and effective, concurrent with and on the date the subject *Comprehensive Plan* amendment and rezoning become effective.

I. In the event a building permit has not been issued within thirty-six (36) months, 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*.

J. 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 24th day of January, 2023.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida
municipal corporation

By: _____
BILL PARTINGTON
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

LEGAL DESCRIPTION

From Cover Sheet, Ormond Beach Holdings LLC site plan

251 South Atlantic Avenue

EAST SITE = 95,410 SF = 2.19 AC

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE-SUBDIVISION BLOCK "G", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 196, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

PARCEL "B":

THE NORTH 100 FEET OF THE SOUTH 368 FEET OF LOT 18-B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

Portion of 264 South Atlantic Avenue

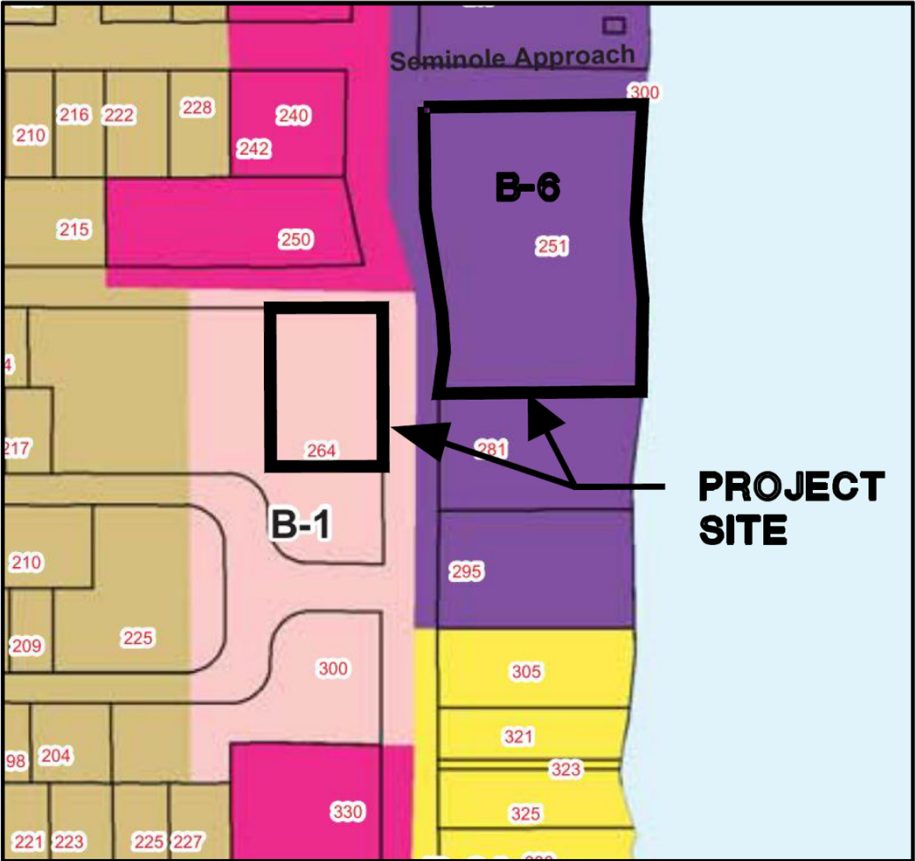
WEST SITE = 33,003 SF = 0.76 AC

A PORTION OF LOTS 1 THROUGH 3, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKAFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 40.00 FEET OF LOT 8, BLOCK F OF SAID ORMOND PARKWAY; THENCE RUN N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 282.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 153.07 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (SR A1A), A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79080-2504; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: S25°31'09"E, A DISTANCE OF 104.03 FEET; THENCE RUN S65°55'24"E, A DISTANCE OF 2.10 FEET; THENCE RUN S23°53'59"E, A DISTANCE OF 108.55 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY RUN S65°23'30"W, A DISTANCE OF 155.47 FEET; THENCE RUN N24°36'30"W, A DISTANCE OF 214.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 33066.51 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

Map of Area



ZONING MAP

B-6 OCEANFRONT TOURIST COMMERCIAL
B-1 PROFESSIONAL OFFICE-HOSPITAL

EXHIBIT “B”

Page 1 of 4

Project Name: PZ-22-018(B) (Site plan & PBD)

Project Description: 251 South Atlantic Avenue, Ormond Beach Holdings, LLC

Review Comments List Date: 10/29/2022

Ref. # 20, Fire Plans Examiner, MLG Municipal Services, Cycle 1, Unresolved

Markup: Changemark note #01, C003-SITE.pdf

Please identify emergency vehicle access route for the building.

Ref. # 21, Fire Plans Examiner, MLG Municipal Services, Cycle 1, Unresolved

Markup: Changemark note #01, C001-COVER.pdf

Please provide building elevation views to allow us to better comprehend the building elements and overall access.

Ref. # 50, Fire Plans Examiner, MLG Municipal Services, Cycle 2, Unresolved

Markup: Changemark note #01, C003-SITE.pdf

Please provide a clear fire apparatus access plan of the building site. Plan should include as a minimum: roadway widths and clear height, turn-around points, finished grades at street and property, location of all fire department connections and fire hydrants, elevation view and floor plan of the building showing entrances and means of egress from exits and stair towers,

Ref. # 59, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: Seminole Buffer, C006-LANDSCP.pdf

- For the buffer length, please show the math, 281.37' total lineal footage subtract 20' west & 6' east buffer = 255.37' = 8 Required trees and not 7 (.5 or greater you round up). Only provided 5 trees, please add plant materials to meet requirement.

Ref. # 60, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: East Buffer, C006-LANDSCP.pdf

Buffer length = 368.33' (see survey)

Required shrubs & ground covers = 74

Ref. # 61, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: South Buffer, C006-LANDSCP.pdf

- For the buffer length, please show the math, 243.83' total lineal footage subtract 20' west & 6' east buffer = 218' (Correct). This buffer needs 4 trees and only providing 3 (palms 3:1). Other trees to consider, Silver Buttonwood, Oleander Standard, Seagrape Standard.

Ref. # 62, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: A1A Buffer, C006-LANDSCP.pdf

For the buffer length, please show the math, 370.43' total lineal footage subtract 5' sidewalk, 28' & 22' driveways = 315.43' = 13 Required trees and not 12. Required shrubs & ground covers = 126

Other trees to consider, Silver Buttonwood, Oleander Standard, Seagrape Standard or Glossy Privet.

Ref. # 63, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: Plant List, C006-LANDSCP.pdf

Specify the Cabbage palms with slick trunks, boots removed. The spec should be clear trunk and not clear height.

EXHIBIT "B"
Page 2 of 4

Ref. # 64, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: South Buffer Hedge, C006-LANDSCP.pdf

Please move the hedge to the property line and place the ground covers in front of the hedge.

Ref. # 65, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Utilities, C006-LANDSCP.pdf

Please show and gray back all utilities and coordinate plant materials. Please screen the double check backflow preventer.

Ref. # 66, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Firebush, C006-LANDSCP.pdf

The required screening height for the HP is 24", please specify on the plant list.

Ref. # 67, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: East Side Tree Requirement, C006-LANDSCP.pdf

Please show how your meeting the tree requirement:

TREE CREDITS AS FOLLOWS:

(114) Proposed Palms (3:1) = 38 Trees

Proposed Phoenix Palms (1:1) = 4 Trees

(8) Proposed 6" Combined Trees (2 Tree Credits) = 16 Trees

TOTAL PROVIDED TREES = 58 (Deficient 36 Trees)

Ref. # 68, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: West Buffer Calculations, C006-LANDSCP.pdf

1 tree/400 SF = 25 Trees (round up .5 and greater).

Please show how your meeting the tree requirement:

TREE CREDITS AS FOLLOWS:

(67) Proposed Palms (3:1) = 22 Trees

Proposed Trees = 5 Trees

TOTAL PROVIDED TREES = 27

Ref. # 69, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Ormond Parkway Buffer - West, C006-LANDSCP.pdf

For the buffer length, please show the math, 153' total lineal footage subtract 28' driveway, 20' west & 6' east buffer & 5' sidewalk = 94' = 3 Required trees. Required shrubs & ground covers = 28

Provided trees = 3 and not 4.

Ref. # 70, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Landscape Islands, C006-LANDSCP.pdf

Interior and terminal landscape islands require the palms to be planted in 3's, because three palms equals (1) tree.

Ref. # 71, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: West Buffer - Parking Lot, C006-LANDSCP.pdf

The lineal footage of this buffer = 214'

Required shrubs & ground covers = 43

Please move the hedge to the property line. Required ground covers = 43

EXHIBIT "B"

Page 3 of 4

Ref. # 72, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: South Buffer - West Parking Lot, C006-LANDSCP.pdf

For the buffer length, please show the math, 155' total lineal footage subtract 20' west & 6' east
buffer = 129' = 3 Required trees

Required shrubs & ground covers = 26

Ref. # 73, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: Irrigation Plan, C008-IRRIG.pdf

- Please demonstrate how your meeting the Volusia County Waterwise Ordinance. 25% of the landscape area shall be low volume. Please provide requirement and how it's being met for both sites. I am assuming there will be 2 irrigation systems, one for the hotel and one for the parking lot? Please identify this on the irrigation legend and provide specifications.

Please show the water source for the west parking lot, the location of the controller, rain sensor & identify the mainline/size.

Please show the water source for the hotel and the location of the controller & rain sensor.

The irrigation legend shows a well for water source?

Ref. # 74, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: West Parking - Firebush, C006-LANDSCP.pdf

Please specify a ground cover in place of the HP, it's going to compete with the SA. Other options are Purple Society Garlic, Portulaca or Orange Bulbine.

Ref. # 1, Planner 3, Becky Weedo, Cycle 1, Unresolved

Markup: Crown of Road Elevation, C004-CIVIL.pdf

It looks like the building will be located in a Flood Zone X which is not considered a Special Flood Hazard Area. 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. Per Section 1-22 of the LDC, "Crown of road means the elevation of the highest surface of street pavement within the right-of-way abutting the property or the elevation approved by the city engineer." The elevation numbers on the plan are very hard to read. Please call out the crown of road elevation on the plan.

Ref. # 49, Planner 3, Becky Weedo, Cycle 2, Unresolved

Comment: Please call out crown of road on C004-CIVIL.pdf plan. Very difficult to read those numbers.

EXHIBIT “B”
Page 4 of 4

Ref. # 46, Planning Director, Steven Spraker, Cycle 2, Unresolved
Markup: Planning, PB criteria, Ormond Marriott PD Project Narrative.pdf
Please include in the letter, Describe how the project meets the Planned Business Development criteria - specifically 2-36(h)(4) of the LDC.

Ref. # 48, Planning Director, Steven Spraker, Cycle 2, Unresolved
Markup: Planning, photometric lighting plan, C003-SITE.pdf
Has a photometric lighting plan been completed? If so, please provide.

Ref. # 57, Utility 1, Mike Stephenson, Cycle 2, Unresolved
Markup: Sampling Station, C005-UTILITY.pdf
Add potable water sampling station near the edge of right of way. Add City detail W-20 to the planset.

Ref. # 75, Utility 1, Mike Stephenson, Cycle 4, Unresolved
Markup: Std Detail Update, C014-DETAILS.pdf
Please update City standard details throughout plan set to be the latest versions.

**ORMOND BEACH HOLDINGS LLC
PLANNED BUSINESS DEVELOPMENT CONDITIONS**

1. The site is approximately 2.95 acres and includes the property at 251 South Atlantic Avenue (2.19 acres) and a portion of the property at 264 South Atlantic Avenue (0.76 acres).
2. The proposed use is a 137-room hotel (defined in the Land Development Code as transient lodging). The hotel is proposed to be 95,700 square feet. The project shall maintain the uses and dimensional standards of the B-6, Oceanfront Commercial zoning district except for specifically approved in this development order.
3. The building height is proposed to be 72'. A survey shall be provided prior to the Certificate of Occupancy to verify the height of the building is no more than 75' in height.
4. The project is within the city's Transportation Concurrency Exception Area (TCEA) as described in Objective 1.5 of the Transportation Element of the Comprehensive Plan.
5. The project shall construct a dedicated public beach sidewalk and beach walkover to parallel the Seminole Avenue beach ramp approach. The sidewalk and beach walkover are planned to be deeded to Volusia County.
6. Section 2-27(B)(9)(d) of the Land Development Code requires a calculated average oceanfront setback based on the average of all properties within 800 linear feet of the property. The oceanfront rear yard calculated average setback for all properties is 67.4'. The proposed oceanfront rear yard setback of 63' for the building and rear stairway setback of 58' for the Planned Business Development as shown, described, and depicted in Exhibit “D” to the PBD Development Order are hereby granted.
7. Section 2-27(B)(9)(c) of the Land Development Code requires a 25' side corner setback. The project proposes to deed a public walkway for beach access which reduces the side corner yard area. The side corner yard setback of 23.5' as shown on the site plan and a waiver of 1.5' as shown, described, and depicted in Exhibit “D” to the PBD Development Order are hereby granted.

EXHIBIT “C”

Page 2 of 2

8. Section 3-05(c)(6) of the Land Development Code states “A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces.” The project request to allow parking lot landscape islands every 15 parking spaces in certain areas versus the Land Development Code requirement of every 10 parking spaces within the “Ormond Beach Holdings, LLC” Planned Business Development as shown, described, and depicted in Exhibit “D” to the PBD Development Order are hereby approved.
9. Section 3-29 of the Land Development Code details the requirements for remote parking. The remote parking located on the west side of South Atlantic Avenue, as shown, described, and depicted on Exhibit “D” to the PBD Development Order is hereby approved with the condition that the pedestrian crossing is required to be in place prior to the Certificate of Occupancy for the proposed hotel.
10. There is a roadway improvement plan proposed by the Florida Department of Transportation (FDOT) to install pedestrian crossings along South Atlantic Avenue. This pedestrian connection would link the remote parking lot on the west side of South Atlantic Avenue and the hotel property. The roadway improvement plan includes a pedestrian crossing between Seminole Avenue and Ormond Parkway. The pedestrian crossing is required to be in place prior to the Certificate of Occupancy for the proposed hotel.
11. Monument signage is proposed for the hotel property (64 square feet) and the remote parking lot (48 square feet).
12. A bus shelter is required on the west side of South Atlantic Avenue.
13. The project has two access points onto South Atlantic Avenue for the hotel parcel at 251 South Atlantic Avenue. One access point is to the parking area under the building and the other is to the surface lot. The access point to the remote lot at 264 South Atlantic Avenue is from Ormond Parkway.
14. The project complies with the regulations of Section 2-27(F) of the Land Development Code that established other standards on building length and required side yard setbacks. This section limits the maximum building width to 200’ and required combined side yard setbacks of 65. The building width is 198 linear feet and the combined side yard setback provided is 162.50 linear feet.
15. Hours of outside construction activities shall be from 7:00 a.m. to 7:00 p.m. Monday through Saturday, with no outside construction activities on Sundays. Required concrete pours outside the construction hour restrictions may be scheduled with the Planning Director with at least five (5) days prior to the activity.



ATLANTIC AVENUE - PERSPECTIVE

#	REVISION TITLE	DATE

1 NORTH ELEVATION
18' - 0" x 120'



2 EAST ELEVATION
18' - 0" x 120'



GENERAL NOTES

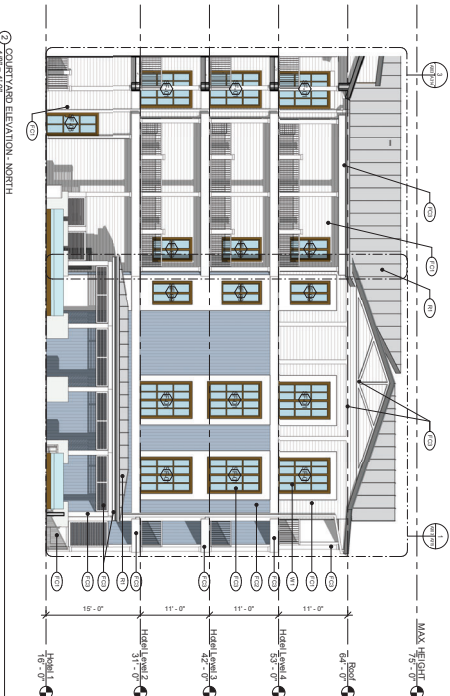
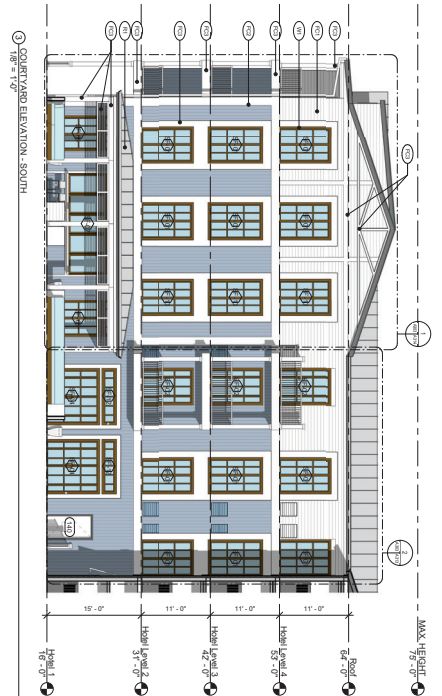
1. GENERAL NOTES: SEE ARCHITECTURAL SPECIFICATIONS FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
2. ELEVATION FINISHES: SEE FINISH SCHEDULE FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
3. ELEVATION FINISHES: SEE FINISH SCHEDULE FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
4. ELEVATION FINISHES: SEE FINISH SCHEDULE FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
5. ELEVATION FINISHES: SEE FINISH SCHEDULE FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
6. ELEVATION FINISHES: SEE FINISH SCHEDULE FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
7. ELEVATION FINISHES: SEE FINISH SCHEDULE FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
8. ELEVATION FINISHES: SEE FINISH SCHEDULE FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
9. ELEVATION FINISHES: SEE FINISH SCHEDULE FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
10. ELEVATION FINISHES: SEE FINISH SCHEDULE FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.

ELEVATION FINISH LEGEND

- 1. FINISH SCHEDULE: SEE FINISH SCHEDULE FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
- 2. FINISH SCHEDULE: SEE FINISH SCHEDULE FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
- 3. FINISH SCHEDULE: SEE FINISH SCHEDULE FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
- 4. FINISH SCHEDULE: SEE FINISH SCHEDULE FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
- 5. FINISH SCHEDULE: SEE FINISH SCHEDULE FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
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- 9. FINISH SCHEDULE: SEE FINISH SCHEDULE FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
- 10. FINISH SCHEDULE: SEE FINISH SCHEDULE FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.

LOCAL A/JI NOTES

1. LOCAL A/JI NOTES: SEE ARCHITECTURAL SPECIFICATIONS FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
2. LOCAL A/JI NOTES: SEE ARCHITECTURAL SPECIFICATIONS FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
3. LOCAL A/JI NOTES: SEE ARCHITECTURAL SPECIFICATIONS FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.
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10. LOCAL A/JI NOTES: SEE ARCHITECTURAL SPECIFICATIONS FOR MATERIALS, FINISHES, AND CONSTRUCTION DETAILS.



GENERAL NOTES

- [illegible]

ELEVATION FINISH LEGEND

- [illegible]

LOCAL AHJ NOTES

- [illegible]

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

Page 008 of 12

**ORMOND BEACH
HOLDINGS, LLC**

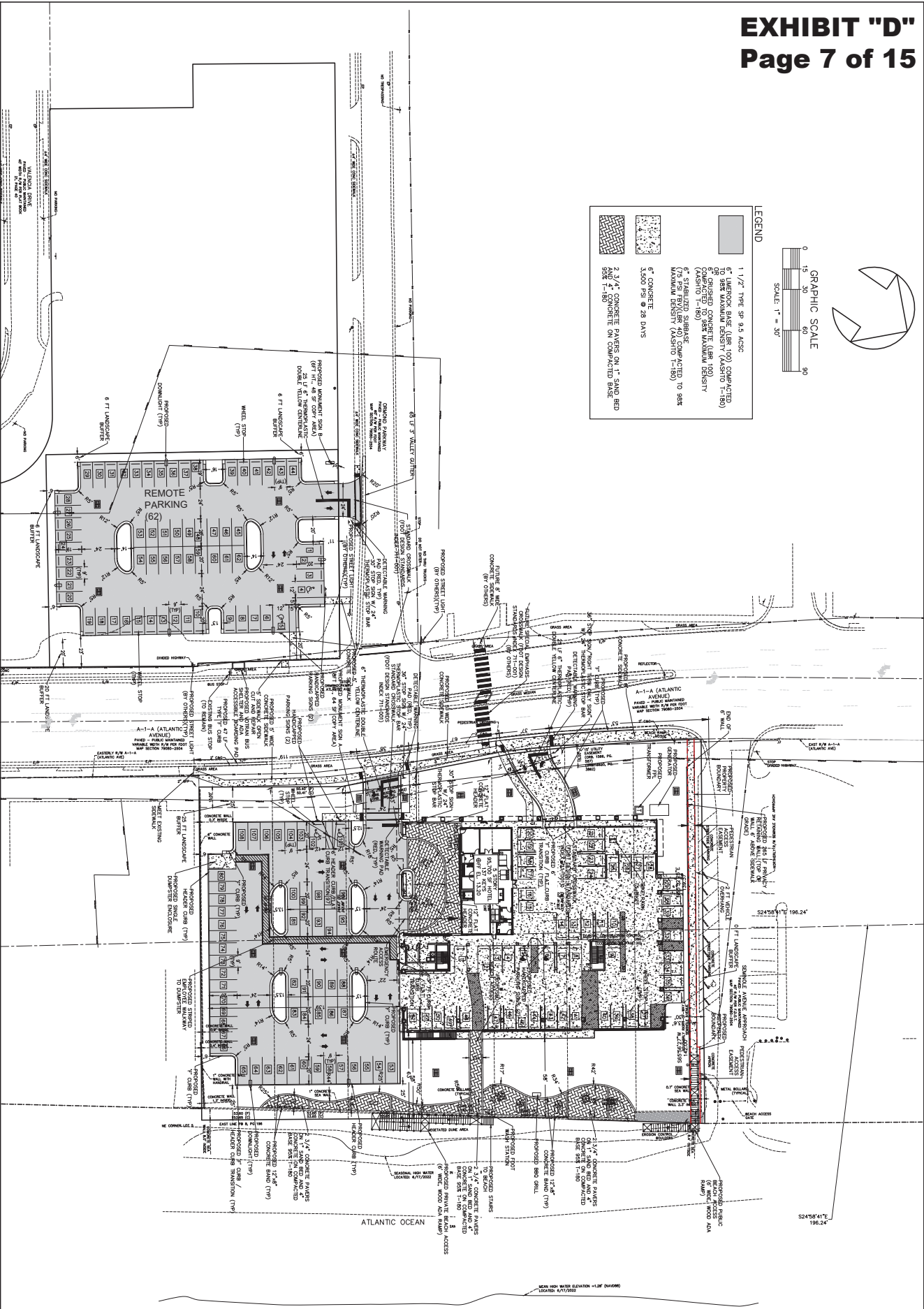
SEALS

PROJECT AND CLIENT INFO

OVERALL ELEVATIONS

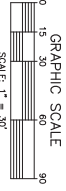
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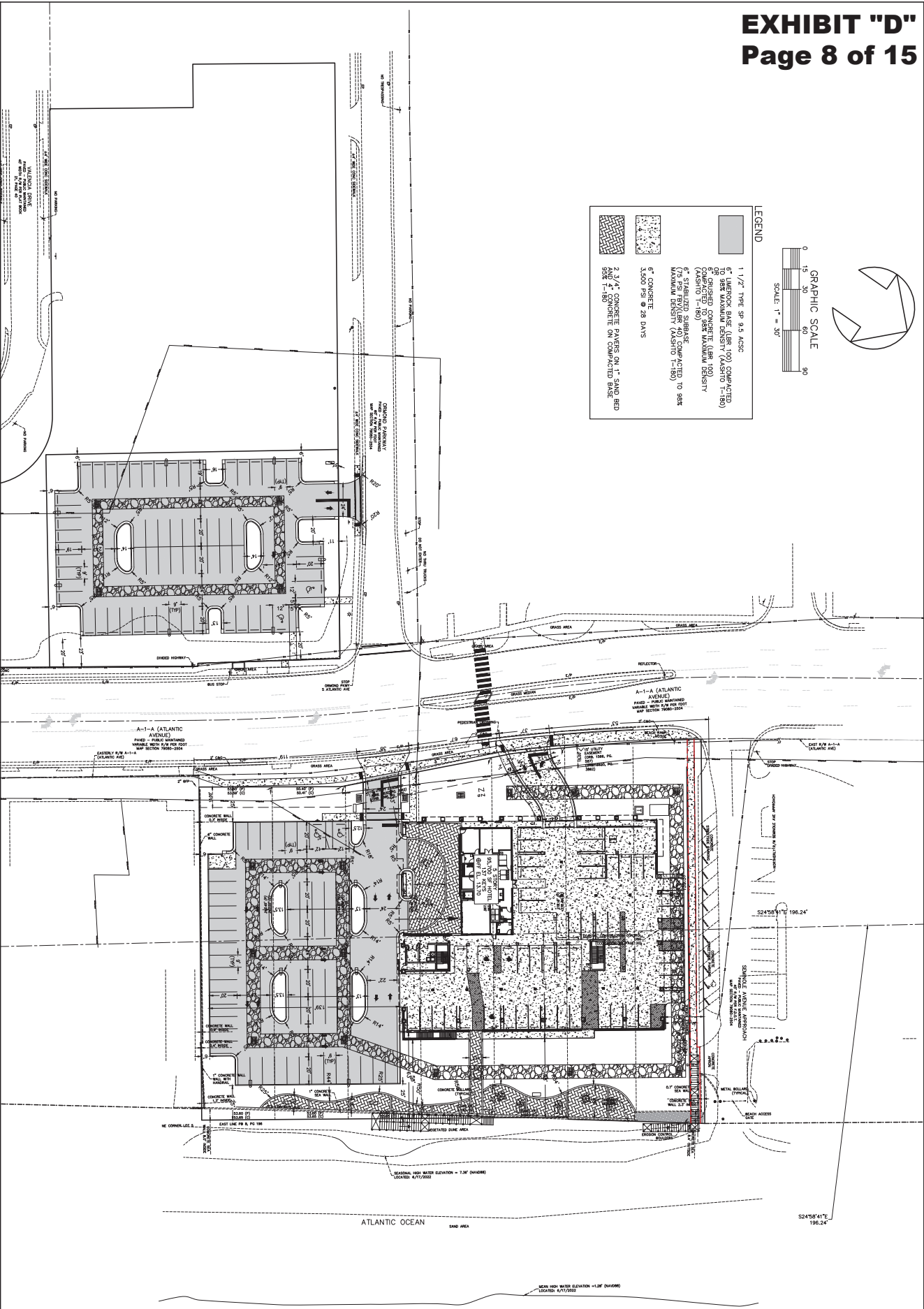


LEGEND

- 1 1/2" TYPE SP 9.5 MCS
OR COMPACTED TO 95% MAXIMUM DENSITY (ASTM 1-180)
OR COMPACTED TO 95% MAXIMUM DENSITY
(75 PSI FLY/ASH 40) COMPACTED TO 95%
MAXIMUM DENSITY (ASTM 1-180)
- 6" CONCRETE
5000 PSI @ 28 DAYS
- 2 3/4" CONCRETE PAVES ON 1" SAND BED
5000 PSI @ 28 DAYS



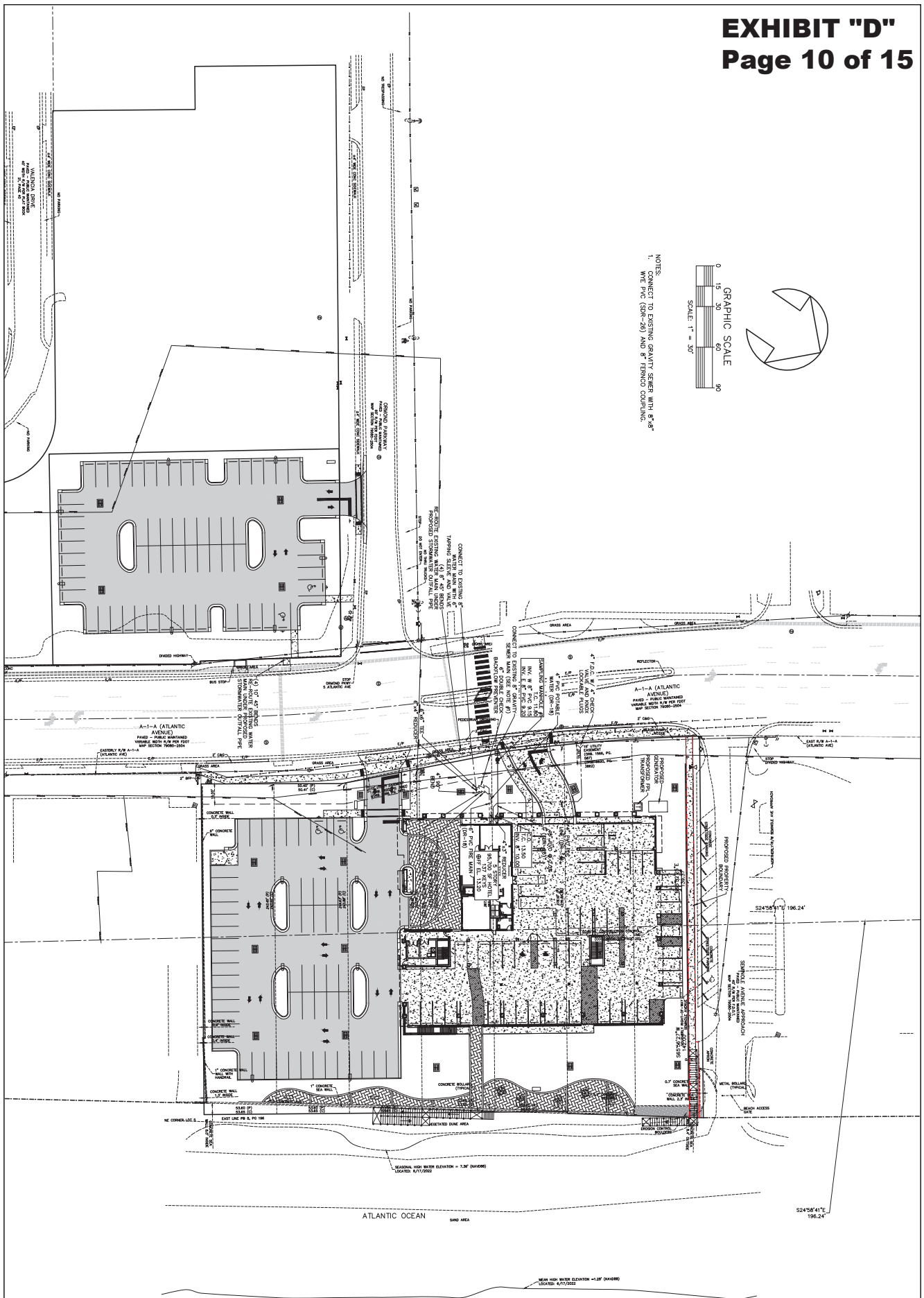
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ORMOND BEACH • FLORIDA		PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS			
SITE PLAN		1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117			
		(386) 677-6891 FAX (386) 677-2114 E-MAIL: holly@parkermynchenberg.com			
		STEVE BUSHNELL P.E. 23300 R.L.A. #A667011			
		CERTIFICATE OF AUTHORIZATION NUMBER 00003910			
SHEET NO. 3		NO. DATE DESCRIPTION		BY	
Rev. No. 21-51					
Drawn By: MB					
Date: 11-20-21					
SCALE: 1"=30'					
SEAL					



ORMOND BEACH HOLDINGS, LLC		PARKER MYNCHENBERG & ASSOCIATES, INC.			
ORMOND BEACH • FLORIDA		PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS			
DIMENSION PLAN		1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117			
		(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com			
		PARKER MYNCHENBERG P.E. 60348 R.L.A. 6001553			
		STEVE BUSHNELL P.E. 60360 R.L.A. 60667011			
		2019 A.L.S. P.E. #1101			
		CERTIFICATE OF AUTHORIZATION NUMBER 00003910			
SHEET NO. 1		NO. DATE DESCRIPTION BY			
Plan No. 21-51					
Drawn By: MB					
Date: 11-20-21					
SCALE: 1"=30'					



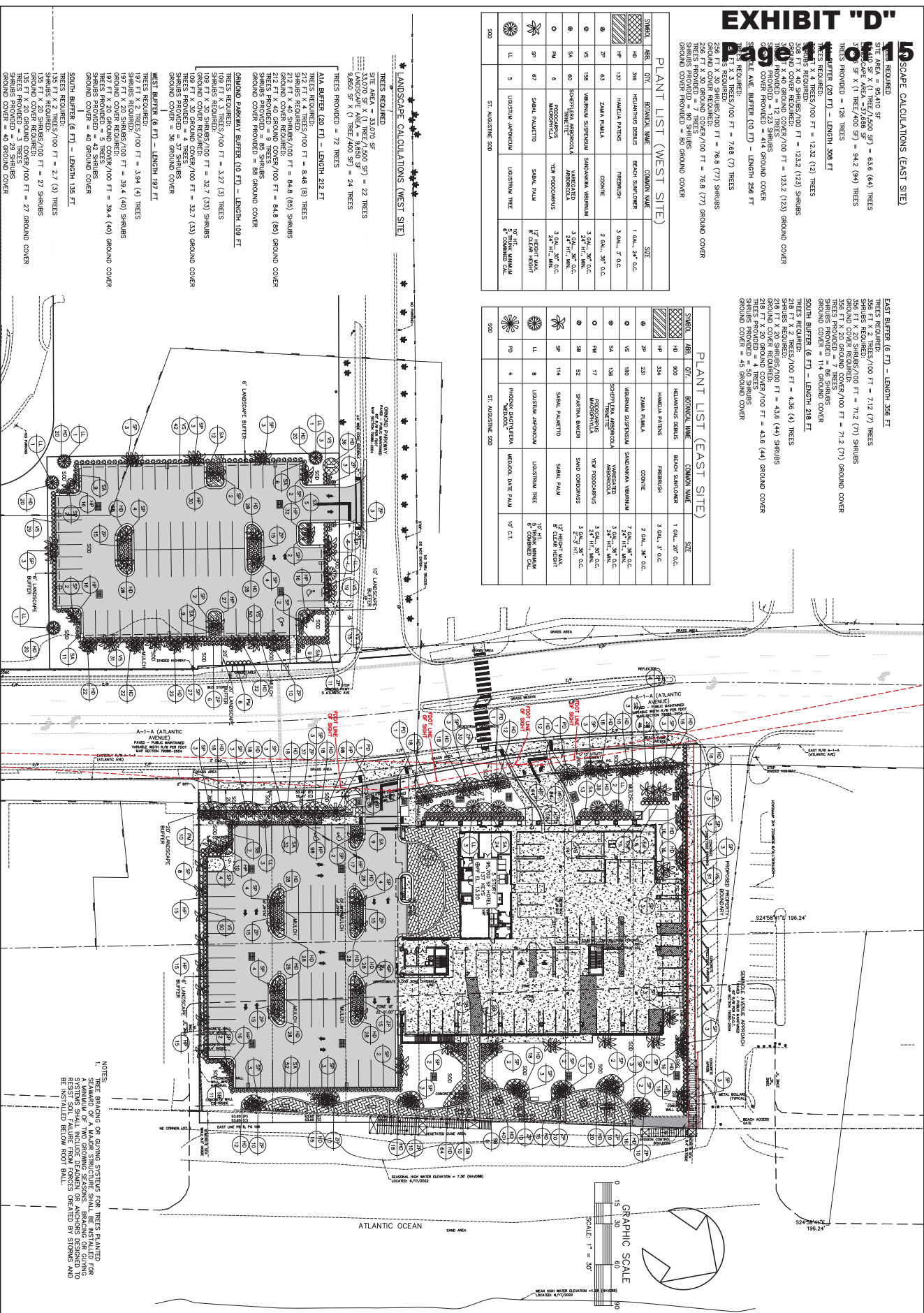
EXHIBIT "D"
Page 10 of 15



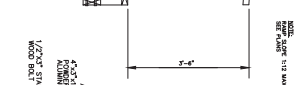
ORMOND BEACH HOLDINGS, LLC		PARKER MYNCHENBERG & ASSOCIATES, INC.	
ORMOND BEACH • FLORIDA		PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS	
UTILITY PLAN		1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117	
SHEET NO. 5		PARKER MYNCHENBERG P.E. 82545 R.L.A. 8001553	
Drawn By: MBB		STEVE BUSHWELL P.E. 82385 R.L.A. 81667011	
Date: 11-20-21		20' PER A.I.C. P.E. PRINT	
SCALE: 1"=30'		CERTIFICATE OF AUTHORIZATION NUMBER 00003910	
SEAL		NO. DATE DESCRIPTION BY	
		REVISIONS	

SYMBOL	REG. QTY.	SYMBOL NAME	COMMON NAME	SITE	
	40	316	HELANDS BEDDES	BEACH SANDPAPER	1 D.M., 24" O.C.
	HP	127	HABLA PATENS	FRESHSH	3 D.M., 2" O.C.
	27	63	ZAMU PAKUA	COONKE	2 D.M., 30" O.C.
	15	150	WERNIS SANDPAPER	SANDWASH WERNIS	3 D.M., 30" O.C.
	5A	60	ROSEH ABERROA INTEREST	ABERROA	3 D.M., 30" O.C.
	PM	6	MACHETILLA	WY POCORPENS	3 D.M., 30" O.C.
	3P	47	SAMU PLAKTIO	SAMU PLAM	12" BUSH MESH 12" BUSH MESH
	LL	5	LOSTIAN APPROVAL	LOSTIAN MEE	10" BUSH MESH 10" BUSH MESH
	500				10" BUSH MESH 10" BUSH MESH

SYMBOL		ARBL. QNTY.	OFFICIAL NAME	COMMON NAME	SIZE
	HP	354	HANDRA PATINGS	FRONTISH	1 dm., 20" O.C.
	HR	900	HELANDUS CRABS	BEACH SANDWICH	1 dm., 20" O.C.
	2P	231	ZAMPA PUMPA	COONTE	2 dm., 30" O.C.
	15	160	WERNINA SERRADINA	SANDWICH WERNINA	7 dm., 30" O.C. 2 1/2" HT., 10" W.
	5A	136	ISPERITINA AMERICA	AMERICA	3 dm., 30" O.C. 2 1/2" HT., 10" W.
	PM	52	POCOPANA	POCOPANUS	3 dm., 30" O.C. 2 1/2" HT., 10" W.
	5B	17	SPYRALIN BUBBLIN	SAND DROGUSSES	2 1/2" HT., 10" W.
	3P	114	SAND PUMPTIN	SAND PUMP	12" HIGH MAX 8" CLAMP HEIGHT
	LL	8	LOSTALIN AMERICAN	LOSTALIN TREE	10" HT. 10" W. 10" CLAMP HEIGHT
	PO	4	POCOPANA PATENT	METHOD PATENT	10" HT. 10" W. 10" CLAMP HEIGHT
	500		ST. JOSEPH'S 500		



No.	Date	Description Revisions	By

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NOTE:
HANDRAIL SHALL BE POWDER COATED ALUMINUM TO MATCH NEW GUARDRAIL ON THE SEAWALL.



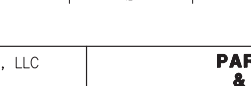
TECHNICAL SPECIFICATIONS:

1. ALL TIMBER CONSTRUCTION MATERIALS ARE COVERED BY THE STATE OF ALABAMA BUILDING CODE AND THE SOUTHERN BUILDING CODE, ADOPTED BY VOLUNTA COUNTY.

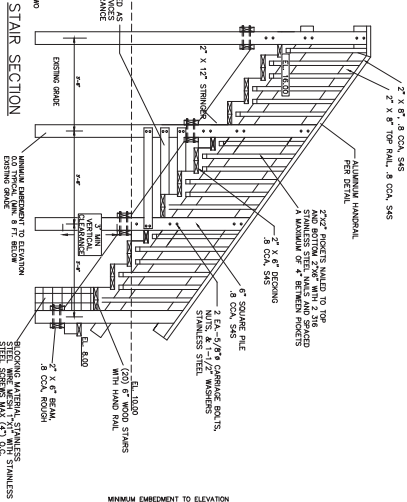
2. ALL BOLTS & OTHER HARDWARE SHALL BE THE SAME STAINLESS STEEL.

3. 316 STAINLESS STEEL SCREWS SHALL BE USED TO FASTEN DECK.

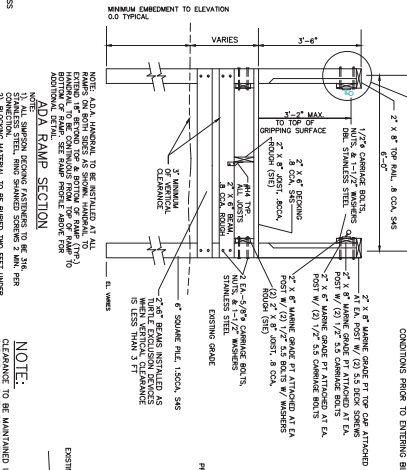
4. ALL WOOD TO BE PRESURE-TREATED IN ACCORDANCE WITH AMERICAN WOOD PRESERVERS ASSOCIATION STANDARD C-2. THE PRESERVATIVE SHOULD BE A WATERBORNE PRESERVATIVE SUCH AS THERMATE[®] OR C-2, OR EQUIVALENT, AS COVERED IN FEDERAL SPECIFICATION TT-A-535 AND AWWA STANDARDS C-2. SOUTHERN CONSTRUCTION SHALL BE FAILURE WITH EXISTING FIELD CONDITIONS PRIOR TO ENTERING BID.



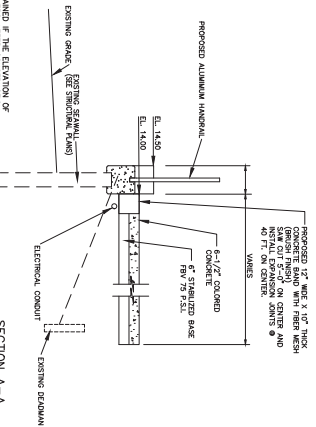
NOTE: FINISH TO BE POWDER COATED, COLOR AS SELECTED BY COUNTY AND ARCHITECT



NOTE: MIN
CLEARANCE TO BE MAINTAINED IF THE ELEVATION OF THE BEACH RISES OR COVERS AFTER CONSTRUCTION.



NOTE:
CLEARANCE TO BE MAINTAINED IF THE ELEVATION OF THE BEACH RISES OR COVERS AFTER CONSTRUCTION.



SECTION A-A

[illegible]

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

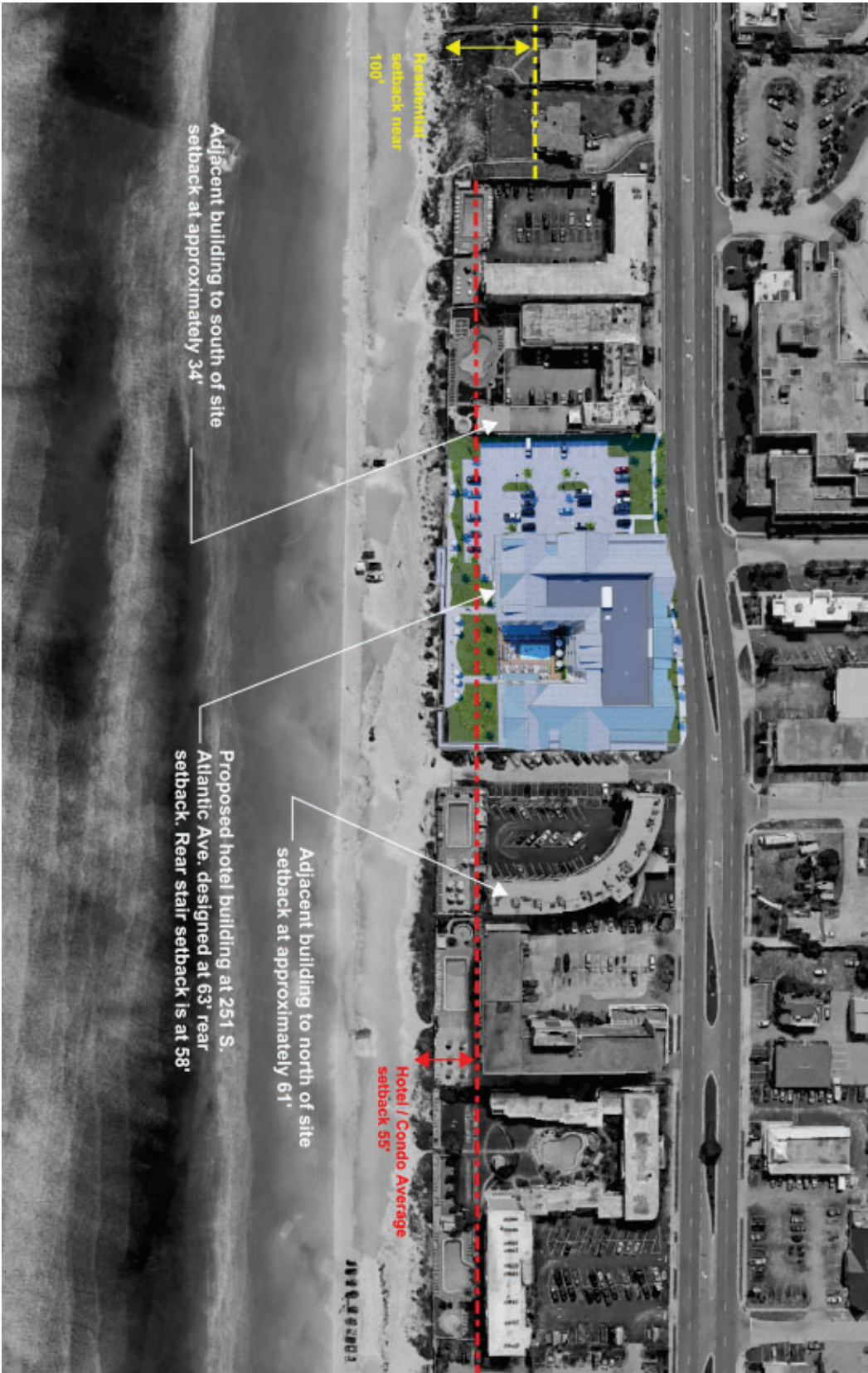
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6691 FAX (386) 677-2114 E-MAIL: info@parkmyernberg.com
PARK MYERNBERG P.E. #32645 R.L.A. #000155,
STEVE BUSWELL P.E. #33085 R.L.A. #A666701
KEVIN LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC

ORMOND BEACH • FLORIDA

ADA BEACH ACCESS RAMP DETAILS

SHEET NO.
File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: NONE



Adjacent building to south of site
setback at approximately 34'

Proposed hotel building at 251 S.
Atlantic Ave. designed at 63' rear
setback. Rear stair setback is at 58'

Adjacent building to north of site
setback at approximately 61'

Proposed
setback near
100'

Hotel / Condo Average
setback 55'

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
Sara E. Glover
Holly W. Zitzka
Jessica L. Gow
Nika K. Hosseini
Sydney V. Cichon
Brandon T. Byers
Baylee D. Bunyard
Anne M. Kehrli
James P. Love III



Daytona Beach • DeLand

149 South Ridgewood Avenue, Suite 700
Daytona Beach, Florida 32114
(386) 255-8171
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OF COUNSEL
Larry D. Marsh
Frederick B. Karl, Jr.

RETIRED
Thomas S. Hart

William M. Cobb
(1881-1939)
Thomas T. Cobb
(1916-2004)
W. Warren Cole, Jr.
(1926-2008)

December 12, 2022

VIA ELECTRONIC MAIL - Steven.Spraker@ormondbeach.org

Steven Spraker
Planning Director
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

RE: Small-Scale Comprehensive Plan Amendment (LUMA 2022-018(A)) and
Rezoning/Planned Development (PBD 2022-018(B)(1) and RZ 2022-018(D)) –
Concurrent Review Request

Dear Steven:

As you know, it is our firm's pleasure to represent Ormond Beach Holdings LLC in connection with their application for a Small-Scale Land Use Map Amendment, Planned Business Development Rezoning, and Zoning Map Amendment on their property located at 264 S. Atlantic Ave., 225 Magnolia Avenue, and 300 S. Atlantic Avenue in Ormond Beach, FL. The purpose of this letter is to request that the City of Ormond Beach ("City") consider the application for the Small-Scale Land Use Map Amendment concurrently with the accompanying rezoning applications for the purpose of City Commission hearings and decision making, in accordance with Fla. Stat. Section 163.3184(12).

If there is any other information we can provide to assist in review of this request, please do not hesitate to reach out.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jessica Gow".

Jessica Gow for

Robert A. Merrell III

Direct Dial (386) 323-9263
Email Rob.Merrell@CobbCole.com

STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: November 10, 2022

SUBJECT: 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue, Ormond Beach Holdings, LLC: Issuance of Development Order

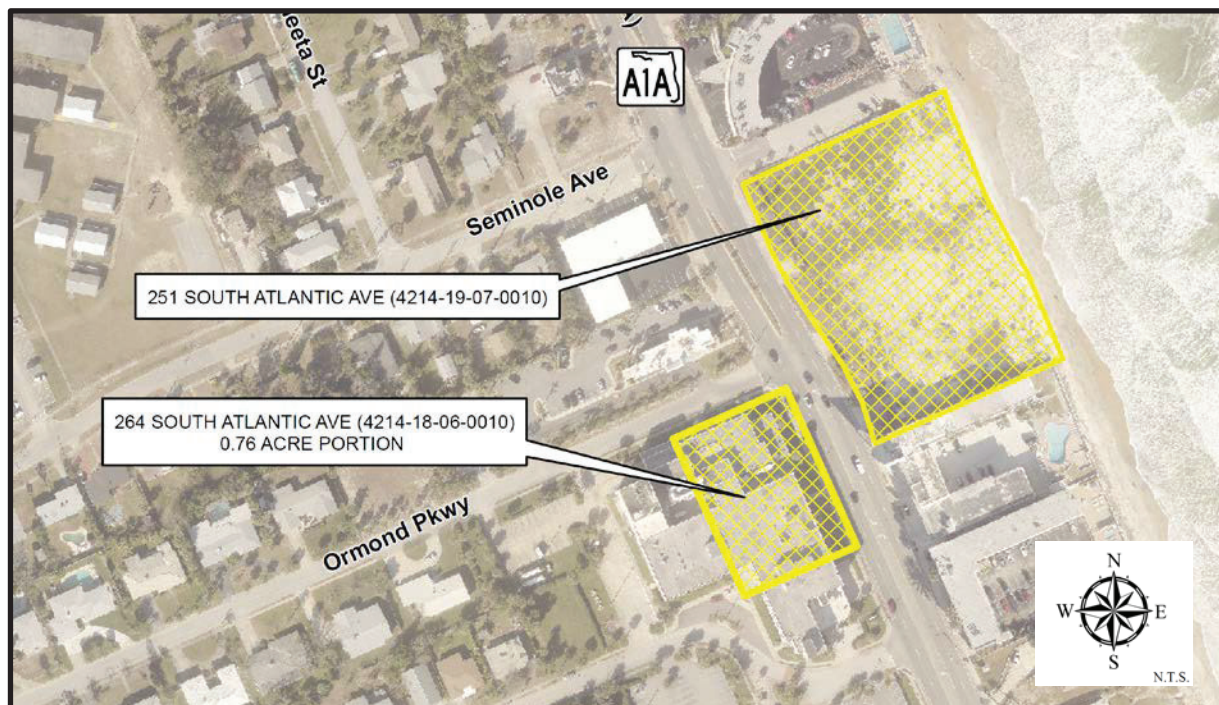
APPLICANT: Robert A. Merrell III, Esquire, Cobb Cole, on behalf of the property owner, Ormond Beach Holdings, LLC

NUMBER: PBD 2022-018(B)(2)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request for the issuance of a development order submitted by Robert A. Merrell, III, Esquire, Cobb Cole on behalf of the property owner, Ormond Beach Holdings, LLC. The Ormond Holdings, LLC Planned Business Development seeks to allow the construction of a five (5) story hotel of approximately 95,700 square feet with 137 rooms and parking, including a remote lot on the west side of South Atlantic Avenue, and associated site improvements. The subject property is a total of approximately 2.95 acres and is located at 251 South Atlantic Avenue (approximately 2.19 acres) and a portion of the property at 264 South Atlantic Avenue (approximately 0.76 acres). The subject property is shown below.

EXHIBIT 1: Project location, 251 South Atlantic Avenue & a portion of 264 South Atlantic Avenue



BACKGROUND: The subject property is a total of approximately 2.95 acres and is located at 251 South Atlantic Avenue (approximately 2.19 acres) and a portion of the property at 264 South Atlantic Avenue (approximately 0.76 acres). The property at 251 South Atlantic Avenue has a land use designation of “Tourist Commercial” and a zoning classification of B-6, Oceanfront Tourist Commercial. The portion of the property at 264 South Atlantic Avenue has an existing land use designation of “Public Institutional” and a zoning classification of B-1, Professional Office/Hospital. There is a companion land use amendment that seeks to amend the future land use map designation of the 0.76-acre portion of the property at 264 South Atlantic Avenue to “Low Intensity Commercial”.

The property at 251 South Atlantic Avenue was formerly the Surfside hotel that was impacted by the 2004 hurricanes and demolished in 2010. City records indicates that the former hotel had 149 rooms. The land has been vacant since the demolition.

EXHIBIT 2: 2010 aerial of the former Surfside hotel



The portion of the property at 264 South Atlantic Avenue was part of the former Florida Hospital Oceanside property. This building was also impacted by storm events and the 114,100-square-foot building was demolished in 2019.

In addition to this application, the following applications are being sought by Ormond Beach Holdings, LLC:

1. **PBD 2022-018(A) – Small-Scale Land Use Map Amendment**, Ormond Beach Holdings LLC, 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue, amendment from “Public/Institutional” to “Low Intensity Commercial” for approximately 0.76 acres and from “Public/Institutional” to “Low Density Residential” for approximately 3.49 acres. The land use amendment is required for the portion of the 264 South Atlantic Avenue planned for the remote parking lot and zoned as Planned Business Development.

2. **PBD 2022-018(B)(1) – Zoning Map amendment**, Ormond Beach Holdings LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue, amendment from the existing zoning district designations of B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development. This application is for the proposed zoning map amendment and establishes the zoning framework for the development order.
3. **RZ 2022-018(D) – Zoning Map amendment**, Ormond Beach Holdings LLC, a portion of 264 South Atlantic Avenue, a portion of 225 Magnolia Avenue and a portion of 300 South Atlantic Avenue, application for a zoning map amendment from the existing zoning district designation of B-1, Professional Office/Hospital to R-3, Single-Family Medium Density. This application is needed to established the R-3, Single-Family Medium Density framework to allow the subdivision of land into 15 lots. This application is not directly related to this zoning map amendment.
4. **PP 2022-018(C) – Tides Edge Preliminary Plat**, Ormond Beach Holdings LLC, a portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue for the subdivision of 3.49 acres into fifteen (15) single-family lots and associated site improvements. This application is not directly related to this zoning map amendment.

Application process: Below is the application process timeline.

EXHIBIT 3: Application process

Application review	Date	Notes
First Site Plan Review Committee submittal:	March 9, 2022	
First Site Plan Review Committee review:	April 4, 2022	
Planned Business Development application:	May 30, 2022	
Second Site Plan Review Committee submittal:	May 30, 2022	
Second Site Plan Review Committee review:	June 13, 2022	
Third Site Plan Review Committee submittal:	August 23, 2022	
Third Site Plan Review Committee review:	September 6, 2022	
Neighborhood meeting:	September 14, 2022	600' mail radius; newspaper ad
Planning Board:	November 10, 2022	300' mail radius; newspaper ad; site posting
City Commission, 1 st reading:	To be determined	300' mail radius; newspaper ad
City Commission, 2 nd reading:	To be determined	newspaper ad
Site Plan Review Committee final review:	To be determined	

The project has also been posted on the city website under the Planning Department at: (1) Development Reports, <https://www.ormondbeach.org/1018/Ormond-Beach-Holdings-LLC> and (2) Public Hearing Advertisements and Notices, <https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice>.

Below are the abutting uses, future land use designations, and zoning classifications abutting the subject property.

Exhibit 4: Abutting land use and zoning designations

Land Use and Zoning Designations of Adjacent Property			
Direction	Current Land Uses	Future Land Use Designation	Zoning Classification
North	Commercial uses	"Tourist Commercial"	B-6, Oceanfront Tourist Commercial
South	Parking lots under amendments for single-family lots	Existing "Public Institutional" and proposed "Low Density Residential"	Existing B-1, Professional Office/Hospital proposed R-3, Single-Family Medium Density
East	Atlantic Ocean and commercial uses	"Tourist Commercial"	B-6, Oceanfront Tourist Commercial
West	Parking lots under amendments for single-family lots	Existing "Public Institutional" and proposed "Low Density Residential"	R-3, Single-Family Medium Density

ANALYSIS:

Project description: The applicant has provided site plans (ATTACHMENT 4) for the project and a summary (ATTACHMENT 3) for the project. Specific requests of the Planned Business Development are shown in **bold**. Below are key attributes of the project:

1. The site is approximately 2.95 acres and includes the property at 251 South Atlantic Avenue (2.19 acres) and a portion of the property at 264 South Atlantic Avenue (0.76 acres).
2. The property at 264 South Atlantic Avenue is undergoing a land use amendment from "Public Institutional" to "Low Intensity Commercial". This land area was once part of the Florida Hospital Oceanside property.
3. The proposed use is a 137-room hotel (defined in the Land Development Code as transient lodging). The hotel is proposed to be 95,700 square feet.
4. The hotel (transient lodging) is a permitted use within the B-6, Oceanfront Tourist Commercial.
5. The building height is proposed to be 72'. The hotel is five (5) stories. A survey to verify the height of the building would be required as part of the building construction.

6. For the project area at 251 South Atlantic Avenue, the proposed impervious area is 60.5% and the open space is 39.50%. For the project area at the portion of 264 South Atlantic Avenue, the proposed impervious area is 70.21% and the open space is 29.79%.
7. The project is within the city's Transportation Concurrency Exception Area (TCEA) as described in Objective 1.5 of the Transportation Element of the Comprehensive Plan.
8. The parking calculation for hotels requires 1.5 parking spaces per unit or 206 parking spaces. The Land Development Code allows a 20% reduction of parking spaces within multimodal corridors. The required parking for the hotel use is 165 parking spaces and 170 parking spaces are provided. The site plan shows 108 parking spaces on the 251 South Atlantic Avenue property and 62 parking spaces on the portion of 264 South Atlantic Avenue.
9. The project shall construct a dedicated public beach sidewalk and beach walkover to parallel the Seminole Avenue beach ramp approach. The sidewalk and beach walkover are planned to be deeded to Volusia County.
10. **Oceanfront rear yard setback. The Land Development Code requires a calculated average oceanfront setback which is 67.4'. The project is seeking an oceanfront setback of 58'.**
11. **Side corner setback along the Seminole approach. The required building side corner setback abutting the Seminole approach is 25'. In discussions with Volusia County, there is a desire to deed the land area for the proposed public beach sidewalk abutting the Seminole approach to Volusia County. The proposed deed versus easement creates a building setback of 23.5', requiring a side corner setback waiver.**
12. **Parking lot landscaping. The project is seeking to allow parking lot landscape islands every 15 parking spaces in certain areas versus the Land Development Code requirement of every 10 parking spaces.**
13. **Remote parking. The proposed parking on the west side of South Atlantic Avenue requires City Commission approval.**
14. The proposed architectural style is Florida Cracker. Building elevations and simulated views have been provided in ATTACHMENT 4.
15. There is a roadway improvement plan proposed by the Florida Department of Transportation (FDOT) to install pedestrian crossings along South Atlantic Avenue. This pedestrian connection would link the remote parking lot on the west side of South Atlantic Avenue and the hotel property. The roadway improvement plan includes a pedestrian crossing between Seminole Avenue and Ormond Parkway. The pedestrian crossing is required to be in place prior to the Certificate of Occupancy for the proposed hotel.
16. Monument signage is proposed for the hotel property (64 square feet) and the remote parking lot (48 square feet).
17. A bus shelter is proposed on the west side of South Atlantic Avenue.

18. The project has two access points onto South Atlantic Avenue for the hotel parcel at 251 South Atlantic Avenue. One access point is to the parking area under the building and the other is to the surface lot. The access point to the remote lot at 264 South Atlantic Avenue is from Ormond Parkway.
19. The project complies with the regulations of Section 2-27(F) of the Land Development Code that established other standards on building length and required side yard setbacks. This section limits the maximum building width to 200' and required combined side yard setbacks of 65. The building width is 198 linear feet and the combined side yard setback provided is 162.50 linear feet.
20. Both properties are cleared based on previous uses and no wetlands exist on either parcel.

Neighborhood meeting:

A neighborhood meeting was held on September 14, 2022, to discuss the project. The applicant's summary is included in ATTACHMENT 3. Discussion points and questions included:

1. Beach access – discussed the proposed walkway on the north side of the property by the Seminole Avenue approach.
2. Water and sewer impacts – responsibility of the project developers.
3. School capacity – has not been made and an application for this needs to be submitted.
4. Short term rentals – confirmed that the project is not seeking short term residentials for the Tides Edge preliminary plat lots.
5. Tides Edge preliminary plat lots – size and price points for the proposed single-family lot. Project team confirmed that these have not been designed to date.
6. Tides Edge preliminary plat lots – any changes to the existing streets. Project team responded no street changes proposed.
7. Crosswalk at South Atlantic Avenue – suggestion of an elevated walkway.
8. Suggestion to increase the notice radius for neighborhood meetings to greater than 600 feet.
9. Discussion of project traffic.

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. Oceanfront rear yard setback.

Section 2-27(B)(9)(d) of the Land Development Code requires a calculated average oceanfront setback based on the average of all properties within 800 linear feet of the property. The oceanfront rear yard calculated average setback for all properties is 67.4'. The project submittal includes the oceanfront rear yard calculated average setback with the survey and setback exhibit. The setback exhibit shows:

- A. The hotel/condominium setback for the area is 55'.
- B. The building to the north of the property at 281 South Atlantic Avenue (Aryl Inn & Suites), across the Seminole Avenue beach approach has an oceanfront rear yard setback of 61'.
- C. The building to the south of the property at 215 South Atlantic Avenue (Outrigger Beach Club), has a building has an oceanfront rear yard setback of 34'.

The project proposes an oceanfront rear yard setback of 63' for the building and rear stairway setback of 58'.

- 2. Side corner setback along the Seminole approach: Section 2-27(B)(9)(c) of the Land Development Code requires a 25' side corner setback. As part of the submittal process, the SPRC sought a dedicated walkway to the beach for the public. The project team designed the dedicated beach walkway and coordinated with Volusia County staff. Volusia County staff sought a deed of the land area for the proposed public beach sidewalk abutting the Seminole approach to Volusia County versus an easement. The proposed deed of the land versus an easement creates a building setback of 23.5', requiring a side corner setback waiver of 1.5'. Without the land area dedication for the beach walkway, the side corner setback would be 30'.
- 3. Parking lot landscaping: Section 3-05(c)(6) of the Land Development Code states “A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces.” The project is seeking to allow parking lot landscape islands every 15 parking spaces in certain areas versus the Land Development Code requirement of every 10 parking spaces. The applicant's letter states, “This waiver is intended to provide parking to meet the hotel needs while ensuring adequate greenery is located throughout to break up the monotonous appearance of a parking lot.” The project has provided substantial landscape plantings along the South Atlantic Avenue frontage.

4. Remote parking: Section 3-29 of the Land Development Code details the requirements for remote parking. The Planned Business Development seeks to allow the remote parking area on a 0.76-acre portion of the 264 South Atlantic Avenue property. The applicant owns the abutting property where the parking lot is being proposed and is seeking approval through a separate application for single-family residential lots. The single-family residential development includes a buffer wall to provide additional screening to the parking lot.

A key component of a remote parking area is the safety of individuals crossing South Atlantic Avenue. There is a roadway improvement plan proposed by the Florida Department of Transportation (FDOT) to install pedestrian crossings along South Atlantic Avenue. This pedestrian connection would link the remote parking lot on the west side of South Atlantic Avenue and the hotel property. The roadway improvement plan includes a pedestrian crossing between Seminole Avenue and Ormond Parkway. The pedestrian crossing is required to be in place prior to the Certificate of Occupancy for the proposed hotel.

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. Increase the number of optional architectural attributes (two (2) or more over and above the required minimum of three (3) optional attributes).
2. Provide a sheltered bus stop.
3. Provide parking to the side or rear of the building with the building facing the public right-of-way.
4. Provide a combination of walls, berms and landscaping to define perimeter of the site.

In addition to the public benefits stated in the applicant's letter, staff noted the public beach walkway and access ramp is a public benefit designed to increase beach access. The project has also provided larger landscape buffer areas along South Atlantic Avenue. Finally, staff noted that the project is seeking monument site signage where the Land Development Code would allow pole signage.

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 Florida Cracker architectural style in accordance with the Land Development Code and building elevations and floor plans are included in ATTACHMENT 4. On sheet drawing A301, the project architect has detailed how the project complies with the Florida Cracker architectural style. The proposed building includes metal roof, pastel colors, exposed truss work at all gable roof elements, wood trim at all windows, dormer windows, low-pitched roofs, and wood railings.

b) Landscaping and related site amenities.

The project has provided landscape plans (ATTACHMENT 4) that meet or exceed the Land Development Code requirements. Each site is cleared and vacant. Sheet 6 of the plan submittal details the planting plans of trees, shrubs, and groundcovers.

c) Mitigation of off-site impacts.

The hotel (transient lodging) use is a permitted use with the B-6, Oceanfront Tourist Commercial zoning designation. The property at 251 South Atlantic Avenue was formerly a 149-room hotel. The site plan has been designed to mitigate any off-site impacts. The pedestrian crossing is a key improvement that shall be required to be in place prior to the Certificate of Occupancy.

d) Overall lighting plan, particularly in relation to aesthetics and glare reduction.

A photometric plan included in ATTACHMENT 4. The project is required to adhere to the sea turtle requirements of the city and Volusia County. No variances are being sought for the project site lighting.

e) Overall signage plans, particularly in relation to aesthetics and readability.

The project is not seeking any waivers of parking. Both properties are seeking monument signs where pole signs would be allowed.

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 calculated oceanfront rear yard setback, the side corner setback, landscape island requirements and the desire to utilize remote parking. 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 final 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 specifically identifies lodging as an intended use of the land use designation. The hotel/transient lodging use is a permitted use in the B-6, Oceanfront Tourist Commercial zoning district.

The application is supported by the following policies in the Comprehensive Plan:

Future 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.

POLICY 1.2.4.

Tourist oriented hotel/motel development and appropriate support facilities shall be located along A1A, south of Granada Boulevard and near highway interchanges, and shall not be permitted to intrude into established residential areas north of Granada Boulevard nor established residential areas east of South Atlantic Avenue, further westward of A1A than is currently permitted south of Granada Boulevard.

POLICY 1.2.5.

The redevelopment and renewal of blighted commercial areas shall be encouraged.

POLICY 1.2.6.

New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.

POLICY 1.2.7.

Maintain the tourist commercial character of the A1A corridor, except as noted in Policies 1.1.4. and 1.2.4. Design guidelines should be established for all new development along the ocean so that, in the future, buildings will be homogeneous and compatible with surrounding constructions and will represent a common theme.

Maintain oceanfront setbacks for properties located along the Atlantic Ocean. Oceanfront development should be airy and open with a minimum of interference with the ocean view and breeze.

POLICY 1.2.14.

The City shall maintain citywide architectural standards for the new development and redevelopment of existing buildings.

There are multiple Comprehensive Plan provisions that support the proposed project. In summary, the project is consistent with the existing and proposed land use designation and is a permitted use within the B-6, Oceanfront Tourist Commercial zoning district.

- 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.

- 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 future land use designation and zoning classification, and it is the Site Plan Review Committee's determination that the project would not depreciate the value of surrounding property. The use is consistent with surrounding transient lodging uses at 281 South Atlantic Avenue (Aryablu Inn and Suites) and 215 South Atlantic Avenue (Outrigger Beach Club). 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. The project shall construct a beach access sidewalk and walkway and sidewalk along South Atlantic Avenue.

- 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 is within the city's Transportation Concurrency Exception Area (TCEA) as described in Objective 1.5 of the Transportation Element of the Comprehensive Plan. Policy 1.5.2 of the Transportation Element of the Comprehensive Plan states, "Development and redevelopment within designated TCEAs are exempt from traditional state-mandated transportation concurrency requirements but shall comply with Objective 1.6 of the Transportation Element and associated policies as well as transit design principles." Additionally, Chapter 1, Article V, Section 1-32(6)(l) of the Land Development Code states, "For development within a TCEA, no traffic study shall be required, concurrency shall not apply, and mitigation other than payment of the fee shall not be required. The mobility fee is a "pay and go" fee. Volusia County's Road Impact Fee shall apply."

The property previously had a 149-room hotel that was demolished in 2010. The Site Plan Review indicates that project traffic patterns are acceptable. The project shall be required to obtain a permit from the Florida Department of Transportation for the two access points on South Atlantic Avenue.

- 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. The proposed hotel is a substantial investment into the South Atlantic Avenue corridor. The last new construction of transient lodging was the Royal Floridian additional building in 2010.

- 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 and allow a dedicated beach access.

- 9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

The proposed building utilizes the Florida Cracker architectural style in accordance with the Land Development Code and building elevations and floor plans are included in ATTACHMENT 4. On sheet drawing A301, the project architect has detailed how the project complies with the Florida Cracker architectural style. The proposed building includes a metal roof, pastel colors, exposed truss work at all gable roof elements, wood trim at all windows, dormer windows, low-pitched roofs, and wood railings. The building and material will not adversely impact the aesthetics of the area and is a substantial investment in the South Atlantic Avenue corridor.

- 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 2022-018 (B)(2) that approves a Planned Business Development to allow the construction of a five (5) story hotel of approximately 95,700 square feet with 137 rooms and parking, including a remote lot on the west side of South Atlantic Avenue, and associated site improvements at 251 South Atlantic Avenue and a portion of the property at 264 South Atlantic Avenue (approximately 0.76 acres), subject to:

1. A condition that the Florida Department of Transportation (FDOT) pedestrian crossings be constructed and operational prior to a Certificate of Occupancy for the proposed hotel; and
2. Resolution of the outstanding Site Plan Review Committee comments within ATTACHMENT 1.

The projected City Commission dates will be established once the City Commission establishes a calendar for 2023 on November 15, 2022.

Attachments:

Attachment 1: Site Plan Review Committee comments
Attachment 2: Maps of the project area
Attachment 3: Applicant letter and reports
Attachment 4: Site plans

ATTACHMENT 1

Site Plan Review Committee comments

Project Name: PZ-22-018(B) (Site plan & PBD)

Project Description: 251 South Atlantic Avenue, Ormond Beach Holdings, LLC

Review Comments List Date: 10/29/2022

Ref. # 20, Fire Plans Examiner, MLG Municipal Services, Cycle 1, Unresolved

Markup: Changemark note #01, C003-SITE.pdf

Please identify emergency vehicle access route for the building.

Ref. # 21, Fire Plans Examiner, MLG Municipal Services, Cycle 1, Unresolved

Markup: Changemark note #01, C001-COVER.pdf

Please provide building elevation views to allow us to better comprehend the building elements and overall access.

Ref. # 50, Fire Plans Examiner, MLG Municipal Services, Cycle 2, Unresolved

Markup: Changemark note #01, C003-SITE.pdf

Please provide a clear fire apparatus access plan of the building site. Plan should include as a minimum: roadway widths and clear height, turn-around points, finished grades at street and property, location of all fire department connections and fire hydrants, elevation view and floor plan of the building showing entrances and means of egress from exits and stair towers,

Ref. # 59, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: Seminole Buffer, C006-LANDSCP.pdf

- For the buffer length, please show the math, 281.37' total lineal footage subtract 20' west & 6' east buffer = 255.37' = 8 Required trees and not 7 (.5 or greater you round up). Only provided 5 trees, please add plant materials to meet requirement.

Ref. # 60, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: East Buffer, C006-LANDSCP.pdf

Buffer length = 368.33' (see survey)

Required shrubs & ground covers = 74

Ref. # 61, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: South Buffer, C006-LANDSCP.pdf

- For the buffer length, please show the math, 243.83' total lineal footage subtract 20' west & 6' east buffer = 218' (Correct). This buffer needs 4 trees and only providing 3 (palms 3:1). Other trees to consider, Silver Buttonwood, Oleander Standard, Seagrape Standard.

Ref. # 62, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: A1A Buffer, C006-LANDSCP.pdf

For the buffer length, please show the math, 370.43' total lineal footage subtract 5' sidewalk, 28' & 22' driveways = 315.43' = 13 Required trees and not 12. Required shrubs & ground covers = 126
Other trees to consider, Silver Buttonwood, Oleander Standard, Seagrape Standard or Glossy Privet.

Ref. # 63, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: Plant List, C006-LANDSCP.pdf

Specify the Cabbage palms with slick trunks, boots removed. The spec should be clear trunk and not clear height.

Ref. # 64, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: South Buffer Hedge, C006-LANDSCP.pdf

Please move the hedge to the property line and place the ground covers in front of the hedge.

Ref. # 65, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: Utilities, C006-LANDSCP.pdf

Please show and gray back all utilities and coordinate plant materials. Please screen the double check backflow preventer.

Ref. # 66, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: Firebush, C006-LANDSCP.pdf

The required screening height for the HP is 24", please specify on the plant list.

Ref. # 67, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: East Side Tree Requirement, C006-LANDSCP.pdf

Please show how your meeting the tree requirement:

TREE CREDITS AS FOLLOWS:

(114) Proposed Palms (3:1) = 38 Trees

Proposed Phoenix Palms (1:1) = 4 Trees

(8) Proposed 6" Combined Trees (2 Tree Credits) = 16 Trees

TOTAL PROVIDED TREES = 58 (Deficient 36 Trees)

Ref. # 68, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: West Buffer Calculations, C006-LANDSCP.pdf

1 tree/400 SF = 25 Trees (round up .5 and greater).

Please show how your meeting the tree requirement:

TREE CREDITS AS FOLLOWS:

(67) Proposed Palms (3:1) = 22 Trees

Proposed Trees = 5 Trees

TOTAL PROVIDED TREES = 27

Ref. # 69, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: Ormond Parkway Buffer - West, C006-LANDSCP.pdf

For the buffer length, please show the math, 153' total lineal footage subtract 28' driveway, 20' west & 6' east buffer & 5' sidewalk = 94' = 3 Required trees. Required shrubs & ground covers = 28

Provided trees = 3 and not 4.

Ref. # 70, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: Landscape Islands, C006-LANDSCP.pdf

Interior and terminal landscape islands require the palms to be planted in 3's, because three palms equals (1) tree.

Ref. # 71, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: West Buffer - Parking Lot, C006-LANDSCP.pdf

The lineal footage of this buffer = 214'

Required shrubs & ground covers = 43

Please move the hedge to the property line. Required ground covers = 43

Ref. # 72, Landscape Architect, Cara Culliver, Cycle 3, Unresolved

Markup: South Buffer - West Parking Lot, C006-LANDSCP.pdf

For the buffer length, please show the math, 155' total lineal footage subtract 20' west & 6' east buffer = 129' = 3 Required trees

Required shrubs & ground covers = 26

Ref. # 73, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Irrigation Plan, C008-IRRIG.pdf
- Please demonstrate how your meeting the Volusia County Waterwise Ordinance. 25% of the landscape area shall be low volume. Please provide requirement and how it's being met for both sites. I am assuming there will be 2 irrigation systems, one for the hotel and one for the parking lot? Please identify this on the irrigation legend and provide specifications.
Please show the water source for the west parking lot, the location of the controller, rain sensor & identify the mainline/size.
Please show the water source for the hotel and the location of the controller & rain sensor.
The irrigation legend shows a well for water source?

Ref. # 74, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: West Parking - Firebush, C006-LANDSCP.pdf
Please specify a ground cover in place of the HP, it's going to compete with the SA. Other options are Purple Society Garlic, Portulaca or Orange Bulbine.

Ref. # 1, Planner 3, Becky Weedo, Cycle 1, Unresolved
Markup: Crown of Road Elevation, C004-CIVIL.pdf
It looks like the building will be located in a Flood Zone X which is not considered a Special Flood Hazard Area. 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. Per Section 1-22 of the LDC, "Crown of road means the elevation of the highest surface of street pavement within the right-of-way abutting the property or the elevation approved by the city engineer." The elevation numbers on the plan are very hard to read. Please call out the crown of road elevation on the plan.

Ref. # 49, Planner 3, Becky Weedo, Cycle 2, Unresolved
Comment: Please call out crown of road on C004-CIVIL.pdf plan. Very difficult to read those numbers.

Ref. # 33, Planning Director, Steven Spraker, Cycle 1, Unresolved
Markup: Planning, side corner setback, C003-SITE.pdf
Please provide the side corner yard setback dimension on the plan set.

Ref. # 42, Planning Director, Steven Spraker, Cycle 2, Unresolved
Markup: Planning, remote parking area, Ormond Marriott PD Project Narrative.pdf
See Section 3-29 of the LDC regarding remote parking. The allowance for remote parking requires City Commission action. Please add to the project requests in the letter.

Ref. # 45, Planning Director, Steven Spraker, Cycle 2, Unresolved
Markup: Planning, public benefits, Ormond Marriott PD Project Narrative.pdf
Original comment sought to include the public benefits of the project in the letter. Please include the public benefits of the PBD as required by Section 2-36 of the Land Development Code.

Ref. # 46, Planning Director, Steven Spraker, Cycle 2, Unresolved
Markup: Planning, PB criteria, Ormond Marriott PD Project Narrative.pdf
Please include in the letter, Describe how the project meets the Planned Business Development criteria - specifically 2-36(h)(4) of the LDC.

Ref. # 48, Planning Director, Steven Spraker, Cycle 2, Unresolved

Markup: Planning, photometric lighting plan, C003-SITE.pdf
Has a photometric lighting plan been completed? If so, please provide.

Ref. # 57, Utility 1, Mike Stephenson, Cycle 2, Unresolved
Markup: Sampling Station, C005-UTILITY.pdf
Add potable water sampling station near the edge of right of way. Add City detail W-20 to the planset.

Ref. # 75, Utility 1, Mike Stephenson, Cycle 4, Unresolved
Markup: Std Detail Update, C014-DETAILS.pdf
Please update City standard details throughout plan set to be the latest versions.

ATTACHMENT 2

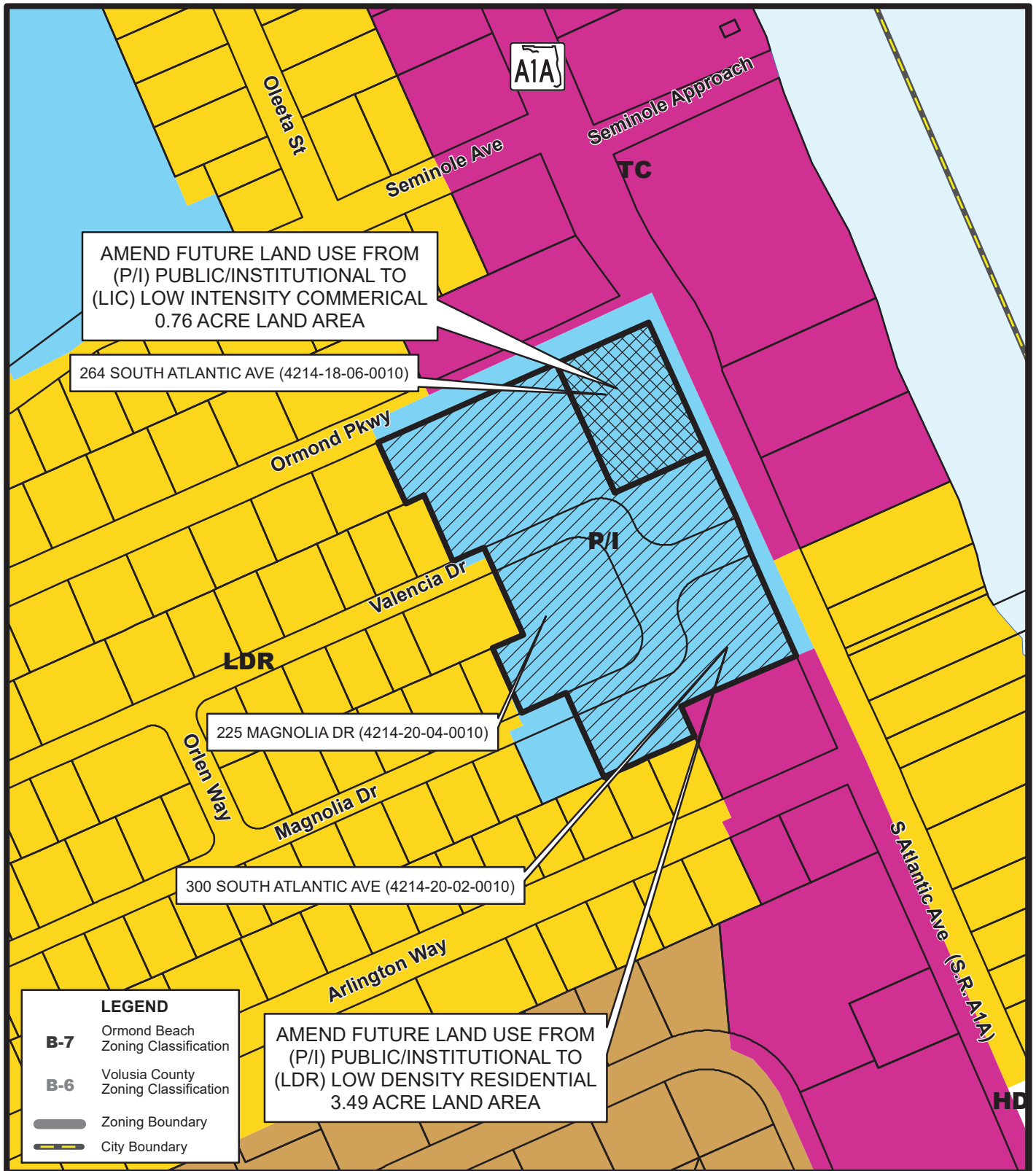
Maps of the project area



AERIAL MAP
 251 SOUTH ATLANTIC AVE (4214-19-07-0010)
 264 SOUTH ATLANTIC AVE (4214-18-06-0010)
 0.76 ACRE PORTION

Prepared By: The City of Ormond Beach
 G.I.S. Department - October 11, 2022



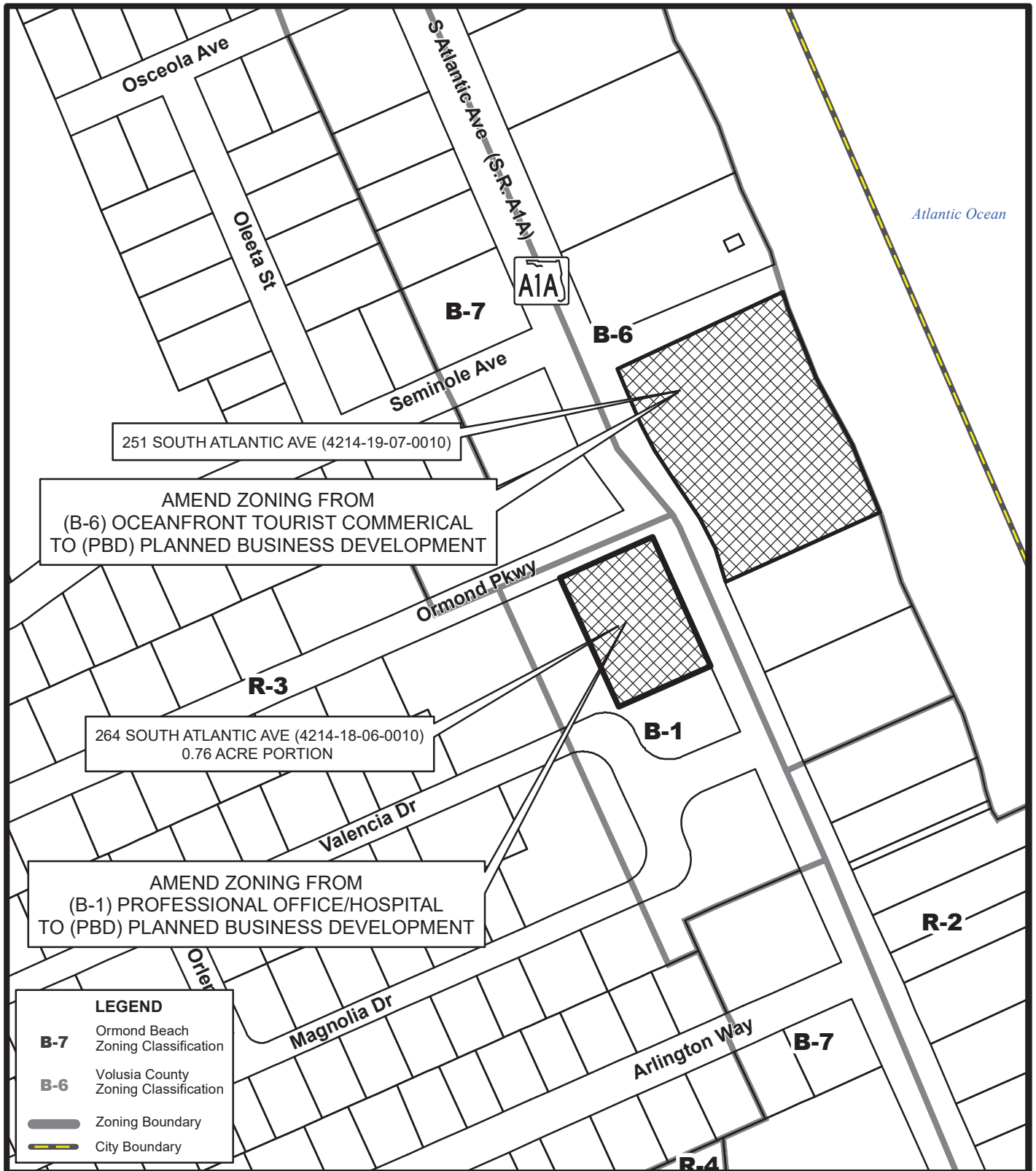


PROPOSED FUTURE LAND USE MAP

264 SOUTH ATLANTIC AVE (4214-18-06-0010)
300 SOUTH ATLANTIC AVE (4214-20-02-0010)
225 MAGNOLIA DR (4214-20-04-0010)

Prepared By: The City of Ormond Beach
G.I.S. Department - October 11, 2022



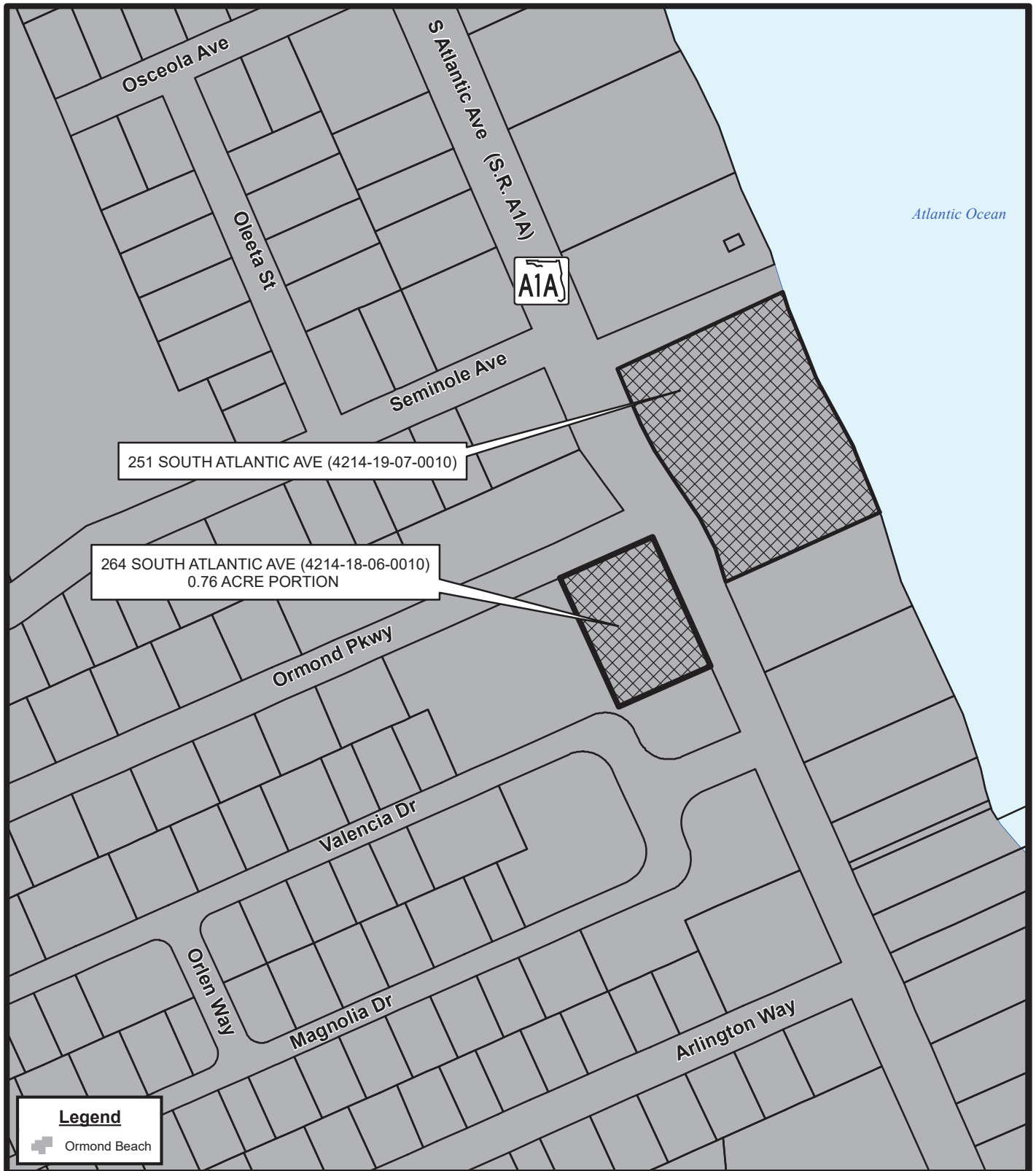


PROPOSED ZONING MAP

251 SOUTH ATLANTIC AVE (4214-19-07-0010)
264 SOUTH ATLANTIC AVE (4214-18-06-0010)
0.76 ACRE PORTION

Prepared By: The City of Ormond Beach
G.I.S. Department - October 11, 2022





LOCATION MAP

251 SOUTH ATLANTIC AVE (4214-19-07-0010)
264 SOUTH ATLANTIC AVE (4214-18-06-0010)
0.76 ACRE PORTION

Prepared By: The City of Ormond Beach
G.I.S. Department - October 11, 2022



**Proposed hotel lot, looking south
251 South Atlantic Avenue**



**Proposed hotel lot, looking northeast
251 South Atlantic Avenue**



10/27/2022 14:29

**Proposed parking
Portion of 264 South Atlantic Avenue**



10/27/2022 14:29

ATTACHMENT 3

Applicant letter and reports

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznajstajler
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka
Jessica L. Gow
Nika K. Hosseini
Sydney V. Cichon



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October 6, 2022

VIA ELECTRONIC DELIVERY

Steven Spraker, AICP
Planning Director
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, FL 32174

Re: Ormond Beach Holdings – Rezoning to Planned Business Development –
Project Narrative

Dear Steven:

As you know, it is the Firm's pleasure to represent Ormond Beach Holdings, LLC (the "Applicant") with respect to the redevelopment and rezoning to a Planned Business Development for the property located along Atlantic Avenue, generally southeast and southwest of the intersection of Atlantic Avenue and Seminole Avenue. The proposed redevelopment of the site will develop two vacant sites for a proposed 137 room hotel on the east side of A1A that will promote visitor accommodation uses and supporting parking on the west side of A1A.

This project aims to develop underutilized property by providing a multi-story hotel and that will promote growth and economic investment within the area. In designing the proposed redevelopment plan, the Applicant took great measures to ensure that project would complement the surrounding area and integrate with the surrounding commercial and retail businesses. The proposed development plan is comprised of a five story, 137 room hotel and remote parking area. The proposed uses and intensity is consistent with the proposed Future Land Use Designations of Tourist Commercial and Low Intensity Commercial for the property, and promotes a land use pattern that will provide support for surrounding uses while building on the goal of creating a pedestrian friendly beachside core.

The proposed development, located centrally to existing businesses, restaurants, and recreational facilities, is intended to promote pedestrian activity in the beachside areas by clustering residential and visitor accommodation uses in close proximity to existing services. The

project will also provide for a larger tax base for the City to apply towards necessary community improvements and further investment.

In addition to these benefits, the proposed project also promotes the following goals and objectives of the City's Comprehensive Plan:

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.

Response: *The proposed development provides for supporting parking uses and a proposed hotel redevelopment that will be located across A1A from the property. The mix of uses will promote tourist accommodation uses, in keeping with the overall character of the surrounding area.*

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.

Response: *The Planned Business Development will create a mixture of uses that complement the surrounding area and provide for visitor experiences within the City. The proposed hotel use on the east side of A1A will utilize parking located on the west property, which will encourage visitors to utilize commercial and recreational uses along both sides of A1A.*

POLICY 1.2.4.

Tourist oriented hotel/motel development and appropriate support facilities shall be located along A1A south of Granada Boulevard and near highway interchanges, and shall not be permitted to intrude into established residential areas north of Granada Boulevard nor established residential areas east of South Atlantic Avenue, further westward of A1A than is currently permitted south of Granada Boulevard.

Response: *The proposed hotel use on the east side of A1A will be supported through remote parking on site, which will allow for development of a hotel along A1A south of Granada.*

Review of Planned Business Development Criteria – LDC Section 2-36(h)(4)

In considering an application for a PBD, the planning board may recommend approval, approval with conditions, or disapproval and the city commission may base its conditions of approval or denial of the issuance of a development order 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. 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.
 - a. Response: the proposed development includes the provision of a state of the art hotel along the beachside frontage, which will be made to withstand natural wear and tear and will be constructed to the current industry standard. The proposed single-family component of the PBD? will ensure compatibility and an ongoing relation to the surrounding neighborhood and aesthetics.
- B. Landscaping and related site amenities including fountains, plazas, decks, benches and the like.
 - a. Response: The proposed landscape plan illustrates the intent of the property to provide lush, aesthetically pleasing landscaping along this central corridor of the City's beachside areas. The proposed hotel use will have outdoor spaces for guests to recreate and enjoy the natural views of our area.
- C. Mitigation of off-site impacts.
 - a. Response: The project is designed to limit offsite impacts by ensuring that all uses are properly spaced, screened, and buffered.
- D. Overall lighting plan, particularly in relation to aesthetics and glare reduction.
 - a. Response: The proposed lighting plan illustrates compliance with this standard.
- E. Overall signage plans, particularly in relation to aesthetics and readability.
 - a. Response: The proposed signage will help create a sense of arrival for guests to the hotel and residents and visitors to the single-family neighborhood. The signage intends to create a sense of unique identity for each use, while ensuring compatibility with surrounding areas.

Planned Business Development – Recognized Public Benefits

The City's LDC requires that PBD applications illustrate compliance with a minimum of two (2) public benefits of those listed in the LDC's applicable section. This proposed project meets the four (4) following criteria:

- Increase the number of optional architectural attributes (two (2) or more over and above the required minimum of three (3) optional attributes).
- Provide a sheltered bus stop (applicable only if an existing bus stop exists on-site and VOTRAN provides approval).

- Provide parking to the side or rear of the building with the building facing the public right-of-way.
- Provide a combination of walls, berms and landscaping to define perimeter of the site.

Requested Modifications

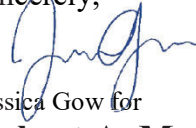
We recognize the importance of the standards contained in the City's Land Development Code ("LDC") and have made every commercial reasonable effort to bring forward a project consistent with the LDC. However, in this case, the project requires certain minor LDC waivers which are balanced against many significant public benefits. An outline of the requested waivers are outlined below:

Hotel and Remote Parking Parcel

1. Oceanfront Rear Setback: The average rear setback of all properties 800ft north and south of this project is 67.4 ft. This average includes 6 residential properties that have significantly large rear setbacks. The proposed hotel project is bordered by two commercial properties, to the north and south. The average setback of the adjacent commercial properties is 47.8 ft. We are requesting a rear setback of 58 ft., which will provide adequate spacing between the ocean and the building while providing flexibility in design to create a building that matches the character and spacing of existing adjacent developments.
2. North Property Line Side Setback: The north setback for the Property, as currently existing, meets the required setback of 30' for this area of the property, when taken together with the 70' setback shown on the south property line. Through the proposed rezoning process, and with further discussion with the County of Volusia, the County has requested that a portion of the Property be dedicated to the County to provide for improved management of the existing adjacent beach approach. As a result, the North property setback will be revised to 23.5' in width.
3. Landscaping modifications -
 - a. Parking Lot Landscaping: The City's LDC generally requires landscape islands to be located every 10 parking spaces. The proposed site plan includes parking rows with up to 15 spaces between landscape islands. This waiver is intended to provide parking to meet the hotel needs while ensuring adequate greenery is located throughout to break up the monotonous appearance of a parking lot.
4. Remote Parking: Section 3-29 of the LDC requires Commission review and approval of the proposed remote parking layout illustrated on the conceptual plan for the property.

If there is any other information we can provide to help assist in review of this request, please do not hesitate to reach out. We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Gow', is positioned above the printed name.

Jessica Gow for

Robert A. Merrell III

Direct Dial (386) 323-9263

Email Rob.Merrell@CobbCole.com

Fax (386) 944-7955

Memorandum



Post Office Box 2491
Daytona Beach, Florida 32115-2491
(386) 255-8171
CobbCole.com

To: Steven Spraker, Planning Director, City of Ormond Beach

From: Deborah D. LaCroix, CLA

Date: September 16, 2022

Client/Matter #: Ormond Marriott – Planned Development Rezoning, Comprehensive Plan Amendment, Straight Rezoning, Site Plan and Subdivision Plat

Subject: Community Information Meeting Summary – September 14, 2022

A community information meeting was held in the Sandcastle Meeting Room at the Ormond Beach Regional Library located at 30 S. Beach Street, Ormond Beach, FL on September 14, 2022 at 6:00 p.m.

Rob Merrell, Jessica Gow, Adam Plous, Christopher Sandkuhler, Parker Mynchenberg and Debi LaCroix were in attendance to explain the requests. Several interested residents were in attendance. See the attached sign-in sheet.

Mr. Merrell explained the overall nature of the requests to allow for the development of a 137 key hotel and accessory parking lot as well as a 15-lot single-family subdivision.

Mr. Merrell and Mr. Sandkuhler presented the power point presentation as well as the video fly-around of the proposed projects.

One neighbor asked regarding beach access, and Mr. Plous, Mr. Merrell and Mr. Mynchenberg showed on the plan the portion of the property for a pedestrian beach access that the property owner is dedicating to the County.

One neighbor asked about sewage, water and concurrency, regarding who would be paying for the upgrade to allow for the proposed development. Mr. Merrell responded that the property owner would be required to pay their share of any improvements required as a result of the development.

One neighbor asked regarding school capacity. Mr. Merrell responded that the development team hadn't gotten that far to make application to the School Board yet, but that application would be processed and capacity would be determined.

One neighbor indicated that no short term rentals were wanted by the neighborhood. Other neighbors seconded this indication. Mr. Merrell responded that short term rentals were not allowed in Ormond Beach under the proposed zoning classification, that they were not allowed in the current neighborhood, and that they would not be allowed in the new subdivision.

One neighbor asked regarding square footage of the new homes, price point and whether there would be a homeowners association for the new subdivision. Mr. Merrell responded that square footage would be as allowed by the Ormond Beach LDC, and that prices point had not yet been determined, but would be determined by the market. Mr. Plous indicated that there would be a homeowners association for the new subdivision.

One neighbor asked regarding timeline for the processes the project was going through. Mr. Merrell asked Ms. LaCroix, who responded that the project needed to make resubmittal to the City and that the project would then be scheduled for Planning Board and City Commission. Ms. LaCroix also indicated that the neighbors who received notice for the community meeting would receive mail notice for the public hearing, and Mr. Spraker indicated that the property would also be posted for the neighborhood to see.

One neighbor asked regarding whether the project would be making any changes to the existing streets. Mr. Plous indicated there would be no changes to the existing streets within the residential subdivision.

One neighbor asked regarding how many parking spaces would be provided for the new subdivision. Mr. Merrell responded that they would be Code compliant, which includes two spaces per unit, typically a garage and driveway.

One neighbor asked regarding whether the hotel use would be requesting that the beach be closed to driving. Mr. Plous indicated that they would not be requesting the beach be closed to driving.

One neighbor suggested an elevated crosswalk, since families would be crossing Atlantic Avenue from the overflow parking lot. The development team noted that request would be something that FDOT would need to review and comment on.

One neighbor, Lee Dunkle (sp) of 94 Ormond Parkway, suggested that the City increase the notice requirements from the 600 feet to something bigger. She did not receive notice of the community meeting.

One neighbor asked regarding traffic impacts for the new subdivision. Ms. Crystal Mercedes from LTG, indicated that the traffic that the new subdivision would create would be less than what was created by the former hospital.

One neighbor asked if the overflow parking lot would be open to beach parking, or restricted to hotel guests. Mr. Plous indicated that there would be a gate that worked with hotel keys to limit the parking lot to hotel guests.

One neighbor asked how to get a traffic light at the entrance to the new subdivision. Ms. Mercedes indicated a warrant study would need to be done, but that a 137 room hotel and 15 lot subdivision would likely not warrant a stoplight.

One neighbor asked how many hospital rooms the prior hospital had had. Mr. Merrell responded that he would like to find out that number as well.

One neighbor asked regarding the location of the crosswalk. Mr. Mynchenberg responded that the location had been determined by the Department of Transportation. Mr. Merrell suggested that the development team could talk to the Department of Transportation regarding location.

One neighbor asked regarding the height of the single family homes. Mr. Merrell responded 30 feet.

Discussion between attendees ensued and Mr. Merrell thanked the neighbors for their attendance at the meeting. The project team noted that the next step would be review by the City's Planning Board followed by City Commission review.

I have included the list of property owners to whom we sent the Invitation to Neighborhood Meeting, a copy of the Invitation, and photos of the signs we posted on the property.

We look forward to this item being scheduled for the Planning Board and the City Commission at their next available meetings.

Thank you.

Debi LaCroix.

(b) Beach and dune assessment report. In conjunction with applications for multifamily, tourist/commercial and subdivision shoreline development, and redevelopment proposals along the Atlantic Ocean, the applicant shall submit a beach and dune assessment report.

The following criteria shall apply in preparation and review of the beach and dune assessment report:

(1) Demonstrate compliance with all applicable city, county, state and federal regulations.

To the best of our knowledge, submitted items comply with all applicable city, county, state, and federal regulations.

(2) Delineate the coastal construction control line on a survey certified to the city.

The site survey is attached as Exhibit A. The survey includes the delineation of the coastal construction control line.

(3) Describe and map the natural systems on the site and adjacent to the site, including the active beach zone and vegetated dune.

A small (approximately 0.05 acre) beach habitat is located within the parcel along an existing bulkhead. Easterly of the existing bulkhead is open beach which transitions to tidal zone and open water to the east of the subject property. Some very sporadic sea oats (*Uniola paniculata*) are located along the bulkhead on the beach. West of the bulkhead (majority of the subject property) exists as disturbed lands which were formerly a condo. The disturbed lands have not transitioned back to a natural dune and do not classify as a natural habitat system.

(4) Determine development impact on hurricane evacuation routes and the level-of-service standard of six (6) hours for clearance time and fourteen (14) hours for total evacuation time.

Please see the hurricane evacuation analysis included herein.

(5) Describe methods to prevent and/or mitigate damage to the stabilizing vegetation on the dunes.

The site includes a seawall adjacent to the dunes. All stormwater runoff is directed away from the seawall, treated on site, then discharges to the FDOT drainage system that serves Atlantic Ave.

(6) Demonstrate compliance with the city's flood damage control requirements.

The site is designed to comply with the City's flood damage control requirements. A portion of the site is within Flood Zone 'VE' El. 11. The proposed site design has grades above the velocity elevation and the building foundation is designed in accordance with geotechnical and structural standards for the velocity flood zone.

(7) Determine the wind velocity for a one hundred year (100-year) storm event for the site and design the structure to withstand the one hundred year (100-year) storm.

The structure will be designed per the 2020 Florida Building Code, with a Basic Wind Speed (vult) of 136 mph. From ASCE 7-16 “Wind speeds correspond to approximately 7% probability of exceedance in 50 years (mean return interval = 700 years)”.

(8) Describe methods to prevent surface water flow and storm surges from undermining the structure.

The building has been positioned such that no habitable or usable spaces are within the site’s existing flood zone. All ground level building elements have been positioned significantly clear of the existing flood zone on site and breakaway construction techniques will be utilized if needed. Public gathering and guestroom spaces, including the swimming pool, have been raised up a story to prevent exposure to on site flooding. Structural elements supporting the raised public and guestroom spaces will be founded on deep foundations mitigating storm surge and scouring effects. The existing sea wall will be reviewed, analyzed, and repaired or increased as required, in accordance with applicable requirements. The proposed site grading strategy directs water to the west portion of the site to the onsite treatment system.

(9) Architecturally design the structure to maximize protection against storms.

The building structure has been conceived in accordance with relevant codes and requirements. All elements will be required to resist code required component and cladding wind design pressures, as noted in item (7), including impact resistant glazing protection per ASCE 7-16. Specified products to be in accordance with the 2020 Florida Building Code and attached via approved Florida attachment details. Specified products and details will be submitted to AHJ during the future permitting process.

(10) Provide a sea turtle protection plan in accordance with section 3-17(e).

Construction

Sea turtle nesting season occurs from May 1- October 31 each year in Volusia County. No construction on the beach/dune interface shall occur during the sea turtle nesting season.

Lighting

Light fixtures shall be designed, positioned, shielded, or otherwise modified such that the source of light and any reflective surfaces of the fixture shall not be directly visible by a person who is in a standing position on the beach. Lights shall not directly or indirectly illuminate the beach during the sea turtle nesting season. Tinted glass, or any window film applied to window glass which meet the shading criteria for tinted glass, shall be installed on all windows of single- or multi-story buildings or structures within line of sight of the beach in the regulated boundaries. Lights illuminating signs shall be shielded or screened such that they do not illuminate the beach and the source of the light shall not be visible by a person who is in a standing position on the beach.

(c) Beach and dune system protection standards. The city will regulate new development and redevelopment and monitor existing development to preserve and protect the beach and dune system.

(1) New construction activities seaward of the coastal construction control line shall be consistent with the policies of the FDEP.

The construction activities seaward of the coastal construction control line are designed to be in compliance with the policies of FDEP. The project will be permitted through the FDEP CCCL program.

(2) The city and applicants shall coordinate with the FDEP to ensure the preservation and maintenance of beach/dune vegetation.

Per the requirements of a CCCL permit, a native planting plan will be required for any beach/dune areas waterward of the CCCL line. The planting plan will be included within the FDEP CCCL permit application.

(3) The following general standards for development shall be established in coordination with FDEP, in order to provide for varying degrees of continued growth of the dunes which form a buffer area and give protection from storm damage to coastal structures and property:

a. To protect the crest and face of the primary dune system, which is the area closest to the wind and wave action of the active beach where grasses such as sea oats, vines, and other low-lying plants are dominant, the area seaward of the bulkhead line or dune face will be preserved such that no development or construction activities shall be allowed except in the overriding public interest and then only where such alteration is mitigated by the creation or restoration of dunes.

The project includes two (2) ADA beach access ramps, one public at the Seminole Ave Beach Approach and one for the hotel guests. These access ramps are the only construction activities proposed seaward of the bulkhead line.

b. When vegetation seaward of the bulkhead line is sparse or has been damaged by pedestrian or other activities, revegetation shall be undertaken.

Very minimal sea oat vegetation is found in present condition. Planting of additional sea oats along the dune/beach interface will be proposed as a part of the CCCL permit.

c. At least twenty percent (20%) of the natural dune vegetation remaining on the site shall be preserved.

The proposed design preserves approximately 65% of the natural dune vegetation to remain.

(4) To the maximum extent possible, the use and preservation of existing natural vegetation shall be required

The project includes two (2) ADA beach access ramps to be constructed seaward of the bulkhead line. These access ramps are the only construction proposed that will affect the existing natural vegetation on the dunes. The proposed design preserves approximately 65% of the natural dune vegetation.

(5) Property owners and applicants shall seek advice from the FDEP before the cutting, pruning or removal of beach/dune vegetation.

The project will be permitted through the FDEP CCCL program and the design and construction will be in compliance with all of the permit conditions.

(6) The planting of exotic trees and plants not indigenous to the beach and dune environment shall be prohibited.

No plantings are proposed on the beach and dune area.

(7) If excavation and clearing of properties abutting the beach or containing significant dune systems becomes necessary, then the property owner shall provide for the sensitive reuse of the vegetation and sand by transplantation and relocation in order to reestablish the dunes and minimize adverse impacts to the beach and dune ecosystem.

The property has an existing seawall bulkhead, work proposed seaward of the bulkhead is limited to two (2) ADA beach access ramps. The proposed work seaward of CCCL on site will include a balanced cut/fill in order to not remove any existing sand from the site.

(8) Reconstruction or replacement of existing hard erosion control structures along the oceanfront which are more than seventy-five percent (75%) destroyed shall meet the criteria contained under subsection (e) of this section, except for maintenance and care of structures which are needed to protect evacuation routes and public facilities and utilities.

Existing hard erosion control structures meeting the above qualifications are to be reviewed, analyzed, and repaired if required. All reconstruction or replacement efforts to be in accordance with subsection (e) of this section, except for maintenance and care of structures which are needed to protect evacuation routes and public facilities and utilities.

(9) Structural development along beaches fronting the Atlantic Ocean shall enhance and not further degrade the coastal beach and dune system. The following criteria shall apply in the implementation of this regulation:

a. Shoreline buffer zones shall be established to protect and preserve the coastal beach and dune systems fronting the Atlantic Ocean.

The design proposes a rear building setback of 58ft to the property line and a 25ft buffer to the parking area. Site grading directs stormwater runoff west from the bulkhead to minimize impacts to the dune system fronting the Atlantic Ocean.

b. Structures shall be prohibited within the established buffer areas except where an overriding public interest is apparent for public park and recreation facilities, or for

structures that are necessary for reasonable access and are elevated above the dune vegetation.

Two (2) ADA beach access ramps are proposed seaward of the bulkhead, one public at the Seminole Ave Beach Approach and one for the hotel guests. These access ramps are the only construction activities proposed seaward of the bulkhead line.

c. Buffer areas shall be measured at least thirty feet (30') landward from the bulkhead line or crest of the primary dune.

d. Building setback lines shall be as required under article V of this chapter but shall not extend into any buffer area, except as noted in subsection (c)(9)b of this section.

The rear building setback is proposed to be 58ft. This proposed setback meets the intent of article V by averaging the adjacent commercial building rear setbacks.

(10) Sand fences are allowed, provided they are designed and constructed to maximize dune rebuilding and only temporarily disturb sea turtle nesting areas.

No sand fences are proposed, at this time. The existing dune vegetation will remain in place to stabilize the dune system.

(11) Surface and building water runoff shall be directed away from the beach and dune system to the maximum extent practical.

The site has an existing seawall as a bulkhead between the site and the dune system. Site grading is designed to direct stormwater runoff from the seawall, towards the West, to the on site treatment system and then discharge to the FDOT drainage system that serves Atlantic Ave. The stormwater system will be permitted with FDEP and FDOT.

(12) New development shall not discharge stormwater or effluent into the coastal beach area. Berm and swales directing surface water runoff away from the beach and dune system shall be required for new development other than single-family homes.

The site has an existing seawall as a bulkhead between the site and the dune system. Site grading is designed to direct stormwater runoff from the seawall, towards the West, to the on site treatment system and then discharge to the FDOT drainage system that serves Atlantic Ave. The stormwater system will be permitted with FDEP and FDOT.

(13) All new development on the coastal barrier shall be required to connect to central water and sewer.

The project is designed to connect to the City of Ormond Beach's water and sewer systems.

(14) Backwashing of pools into the ocean/beach area shall be prohibited.

Pool backwash water will be directed to the stormwater drainage and treatment system.

(15) Existing nonresidential developments which presently discharge surface water runoff onto the coastal beach area shall modify their stormwater management system at the time the system is modified by the owner or in conjunction with a change in the site plan unless the applicant's engineer can demonstrate that full conformance would not be possible on the site, in which case conformance to the maximum extent economically feasible would be allowed.

The prior hotel on site was demolished in 2010 and likely discharged a portion of the site's stormwater to the beach. The proposed design will capture all stormwater on site and discharge to FDOT's drainage system in Atlantic Ave. No stormwater is directed seaward of the bulkhead line.



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www.atlanticeco.com

January 25, 2022

Ormond Beach Holding, LLC
Attn: Ford Elliott
20 Overbrook Ct., Suite 400
Greenville, SC 29607

RE: Ormond Beach Hotel
Property
Volusia County, FL
AES #22-001

Dear Mr. Elliott,

Atlantic Ecological Services, LLC (AES) visited the Ormond Beach Hotel Property for the purposes of conducting a review for the presence of protected species based on direct and indirect observations, as well as to determine potential for occurrence of protected species based on suitable habitat. The site assessment was conducted on January 10, 2022. The property is located on Ormond Beach Hotel property located on South Atlantic Ave in Ormond Beach, Florida. is approximately 4.59 acres in total size. The Volusia County Parcel ID #'s are 421419070010 and 421418060010. The subject property is located in Section 14, Township 14 South, Range 32 East in Volusia County, Florida. Please see the attached Location and Aerial Maps.

This general area is known to be occupied by the protected gopher tortoise (*Gopherus polyphemus*). The proposed project is to construct a hotel and associated infrastructure. Prior to construction a gopher tortoise survey is required by Volusia County and the Florida Fish & Wildlife Conservation Commission (FWC). The report also includes information regarding the coastal zone and potential impacts to nesting sea turtles. The results are documented within this letter report.

Mr. Jacob Doyle of AES performed the protected species review on the subject property. Mr. Doyle currently holds certification from the FWC as an Authorized Gopher Tortoise Agent under permit #GTA-21-00052.

METHODS

Habitat Mapping

Each community and land use area was categorized according to the Florida Department of Transportation's (FDOT) 1999 *Florida Land Use, Cover and Forms Classification System*

(FLUCCS). The boundaries of each FLUCCS code were delineated based on vegetative composition, soil characteristics, topography, and aerial interpretation. See the Results Section below for a description of the habitats found. Please also see the attached Habitat Map depicting the findings.

Protected Species Review

Prior to visiting the site, a background literature search was 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: Volumes 1-5*, and the FWC's Eagle Nest Locator web site were also reviewed to obtain location data recorded by others for those species.

RESULTS

Habitats

Uplands

Beach (FLUCCS 710) – The eastern parcel includes a small portion of beach sand habitat. Some sporadic vegetation consisting of sea oats (*Uniola paniculata*) is located along the interface of the beach and existing bulkhead. An existing bulkhead is located along the interface of the beach habitat and the adjacent disturbed land. The beach habitat found east of the existing bulkhead is highly disturbed due to surrounding uses such as a public beach ramp directly north and multiple large condominiums and hotels along the beach to the north and south. If construction is proposed waterward of the Coastal Construction Control Line (CCCL) a permit will be required by the Florida Department of Environmental Protection (FDEP).

Disturbed Land (FLUCCS 740) – The remaining uplands of the parcels exist as highly disturbed uplands due to previous land use and building demolition. Former large structures and associated parking lots, which previously covered most of the two properties, have recently been demolished and removed. The existing vegetation on the eastern parcel consisted of black-jack (*Bidens alba*), dollarweed (*Hydrocotyle bonariensis*), mother of millions (*Kalanchoe daigremontiana*), Indian blanket flower (*Gaillardia pulchella*), sea grape (*Coccoloba uvifera*), and prickly pear (*Opuntia* spp.). The southwestern parcel contained St. Augustine grass (*Stenotaphrum secundatum*), dollarweed, black-jack, cabbage palm (*Sabal palmetto*), and other ruderal, weedy plant species.

Wildlife Observations

Wildlife observations, both direct and indirect, were made throughout the course of the site investigation. A list of species observed is provided in the following table:

Table 1: Wildlife species observed on the Ormond Beach Hotel project site in Volusia County, Florida.

Taxon	Common Name	Scientific Name	Protected*
Birds	Ground dove	<i>Columbina passerina</i>	No
	Seagull (Smithsonian Gull)	<i>Larus smithsonianus</i>	No
	American crow	<i>Corvus brachyrhynchos</i>	No
	Killdeer	<i>Charadrius vociferus</i>	No

Protected Species

A 100% gopher tortoise survey was conducted on January 10, 2022, in accordance with the techniques outlined in the publication, *Ecology and Habitat Protection Needs of Gopher Tortoise* (*Gopherus polyphemus*) *Populations Found on Lands Slated for Development in Florida*. Mr. Jacob Doyle led the survey and is currently a FWC Authorized Gopher Tortoise Agent (GTA-21-00052). No potentially occupied gopher tortoise burrows were identified. Due to the urban setting, gopher tortoises are not anticipated to utilize the property.

Four protected sea turtle species utilize the beach dune interface for nesting purposes in Volusia County. The Atlantic loggerhead sea turtle (*Caretta caretta*), Atlantic green sea turtles (*Chelonia mydas mydas*), leatherback sea turtles (*Dermochelys coriacea*), and the Kemp's ridley sea turtle (*Lepidochelys kempii*) are each known to nest in Volusia County, though the loggerhead accounts for approximately 95% of the nest occurrences. Construction within the beach dune interface is not allowed during the time period of May 1-October 31. Light fixtures on the eastern side of any proposed buildings should be designed, positioned, shielded, or otherwise modified such that the source of light and any reflective surfaces of the fixture shall not be directly visible by a person who is in a standing position on the beach. Impacts to protected sea turtles are not anticipated if lighting restrictions are adhered to and construction is limited during the nesting season.

In addition, the FWC's Eagle Nest Locator website was queried for data regarding documented southern bald eagle (*Haliaeetus l. leucocephalus*) nests in the project vicinity. The southern bald eagle is protected under the Bald and Golden Eagle Protection Act. Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. The nearest known nest is located 1.25 miles southwest of the property. Therefore, this project is not likely to adversely affect the southern bald eagle.

No other protected flora or fauna species are expected to inhabit the subject property.

CONCLUSION

Atlantic Ecological Services, LLC conducted a site review on the Ormond Beach Hotel Property for the purposes of determining the presence of and/or potential presence of state and federally protected wildlife and plant species.

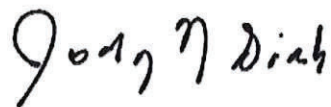
The subject property consists of two parcels which were both formerly developed within an urban beach setting. The structures and parking lots were recently demolished and sites regraded. A 100% gopher tortoise survey was completed within the project area on January 10, 2022. No gopher tortoises or potentially occupied gopher tortoise burrows were identified during the survey. Due to the urban setting, gopher tortoises are not anticipated to utilize the property.

Four protected sea turtle species utilize the beach dune interface for nesting purposes in Volusia County. Construction within the beach dune interface is not allowed during the time period of May 1-October 31. Light fixtures on the eastern side of any proposed buildings should be designed, positioned, shielded, or otherwise modified such that the source of light and any reflective surfaces of the fixture shall not be directly visible by a person who is in a standing position on the beach. Impacts to protected sea turtles are not anticipated if lighting restrictions are adhered to and construction is limited during the nesting season.

No other protected flora or fauna species are anticipated to be impacted by development of the subject property.

Should you have any questions or concerns please feel free to contact me at (904) 347-9133 or jody@atlanticeco.com

Sincerely,

A handwritten signature in black ink that reads "Jody Sisk". The signature is written in a cursive, flowing style.

Jody Sisk
Senior Ecologist

Enclosures

Technical Literature References

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Via email: (Steven.spraker@ormondbeach.org)

Ref: 5453.12

TECHNICAL MEMORANDUM

To: Mr. Steven S. Spraker, AICP
City of Ormond Beach

From: Crystal Mercedes, PTP, RSP1

Date: December 22, 2021

Subject: Ormond Beach Hotels – Hurricane Evacuation Time Evaluation
Ormond Beach, FL

INTRODUCTION

LTG, Inc. (LTG) has been retained by Ormond Beach Holdings, LLC (the CLIENT) to conduct traffic engineering and transportation planning services on behalf of the proposed Ormond Beach Hotel development (the PROJECT). The 2.19-acre property is proposed to be redeveloped as a 134-room hotel and would replace a 143-room hotel that was demolished in 2010. The subject property is located along the east side of SR A1A, south of Seminole Avenue in the City of Ormond Beach (the City), Florida.

The City requires that a level-of-service standard for hurricane evacuation shall be maintained, defining 14 hours as the maximum time to evacuate the population-at-risk within the City's hurricane vulnerability zone and defining 6 hours as the maximum clearance time as implemented in the Land Development Code. LTG has been engaged to study the effect of the proposed project on this evacuation time standard,.

EVACUATION TIME STUDY

Per policies adopted in August 2000, the City's Comprehensive Plan Future Land Use and Coastal Management Elements requires that "The City shall maintain the Coastal Evacuation time, as adopted, based on a level-of service standard D during time of hurricane in any category storm." Furthermore, Policy 5.2.3 states, "Land development-decisions, as regulated by the Land Development Code, affecting the barrier island and hurricane vulnerability zone shall consider the impact to evacuation times. Consequently, no development order shall be issued if the impact of such development reduces the levels-of-service below an acceptable level, unless mitigation is provided."

Based on information provided by the Client, the subject property was formerly a 143-room hotel known as the Surfside Inn & Suites at the time it was demolished in 2010. The current hurricane evacuation standard was in effect during the period the former hotel was in operation. There will be 134 hotel rooms in the proposed Ormond Beach Hotel development. Therefore, the proposed hotel would house less guests than did the former hotel and there will be no increase in the associated hurricane evacuation time as a result.

CONCLUSION

This study was conducted to evaluate the impact of the proposed Ormond Beach Hotel redevelopment in the City of Ormond Beach, Florida. The results of the study are summarized below:

- A 143-room hotel was in operation on this site and was demolished in 2010.
- The redevelopment plan for the property maintains the existing land use of hotel, at a lesser intensity.
- The evacuation/clearance times will not increase as a result of this proposed project since there is no change in land use and a slight decrease in intensity proposed with the redevelopment.

Based on this analysis, there will be no increase in evacuation times. Therefore, this redevelopment project is recommended for approval.

I affirm, by affixing my signature below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional planning.

Name: Crystal Mercedes

Signature: Digitally signed
Crystal Mercedes by Crystal
Mercedes

Date: December 22, 2021

Via email: (Steven.spraker@ormondbeach.org)

Ref: 5453.11

TECHNICAL MEMORANDUM

To: Mr. Steven S. Spraker, AICP
City of Ormond Beach

From: Crystal Mercedes, PTP, RSP1

Date: December 16, 2021

Subject: Ormond Beach Hotels – Rezoning Traffic Impact Analysis
Ormond Beach, FL

INTRODUCTION

LTG, Inc. (LTG) has been retained by Ormond Beach Holdings, LLC (the CLIENT) to conduct traffic engineering and transportation planning on behalf of the proposed Ormond Beach Hotel development. The proposed rezoning will change the zoning designations of the properties from B-6 Oceanfront Tourist Commercial (2.19 acres) and B-1 Professional Office-Hospital (0.76 acres) to Planned Business Development (PBD). The subject properties are located along the east side of SR A1A and on the west side of SR A1A, south of Seminole Avenue in the City of Ormond Beach, Florida.

The methodology and procedures used in this analysis are consistent with the guidelines for the City of Ormond Beach and the River to Sea Transportation Planning Organization (TPO).

TRAFFIC IMPACT FOR THE EXISTING VS PROPOSED ZONING

The existing zoning designations for the site are B-1 and B-6. The permitted uses for these designations are summarized below:

<u>Zoning</u>	<u>Permitted Use</u>
B-1	Office/Institutional Uses & Multifamily at a density of 8 units/acre
B-6	Residential Uses, consistent with City Comprehensive Plan

PBD zoning 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, with certain provisions. The proposed rezoning of these parcels to PBD is to permit the development of a parking lot along the west side of SR A1A as an accessory use to the hotel to be located on the east side of SR A1A. The proposed PBD zoning will not change or increase the densities or intensities of permitted uses allowed by the current zoning designations.

The *Institute of Transportation Engineers (ITE) Trip Generation Manual*, 11th Edition, was referenced for a comparison of trip generation between the current and proposed zonings. ITE Land Use Code 610 (Hospital), which was selected as the highest trip generating use permitted for the subject parcel on the west side of SR A1A under the current zoning, generates 3.77 trips per employee during the p.m. peak-hour. The proposed hotel accessory parking lot, ITE Land Use Code 310 (Hotel), would generate 0.93 trips per employee during the p.m. peak-hour. Therefore, the proposed zoning does not represent a potential increase in trips from the uses currently permitted by the existing zoning designation.

CONCLUSION

The study was conducted to evaluate the impact the proposed PBD rezoning would have on area roadways. Based on this analysis, there will be no increase in potential traffic over what is currently allowed by the site's current zoning designations. Therefore, this rezoning is recommended for adoption. Concurrency and any required mitigation to support a proposed development plan will be assessed in greater detail during the final development permitting process.

I affirm, by affixing my signature below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional planning.

Name: Crystal Mercedes

Signature: Crystal Mercedes Digitally signed by
Crystal Mercedes

Date: December 16, 2021

ATTACHMENT 4

Site Plans



ATLANTIC AVENUE. - PERSPECTIVE



619 S. CEDAR STREET
SUITE B
CHARLOTTE, NC 28202
WWW.STUDIOZ-ARCHITECTURE.COM

ORMOND BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE 90% SET
ISSUE DATE 08.03.2022

REVISIONS

#	REVISION TITLE	DATE

SHEET INFO

S2A PROJECT # 21065
DRAWN BY CS
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SHEET TITLE

EXTERIOR
PERSPECTIVE

DRAWING NUMBER

A901



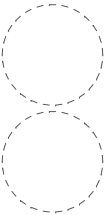
OCEAN VIEW - PERSPECTIVE



619 S. CEDAR STREET
SUITE B
CHARLOTTE, NC 28202
WWW.STUDIOZ-ARCHITECTURE.COM

ORMOND BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC
RESIDENCE INN - #58636
251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

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SHEET TITLE

EXTERIOR
PERSPECTIVE

DRAWING NUMBER

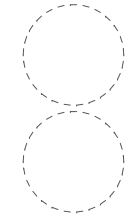
A907



619 S. CEDAR STREET
SUITE B
CHARLOTTE, NC 28202
WWW.STUDIOZ-ARCHITECTURE.COM

ORMOND BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC
RESIDENCE INN - #58636
251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

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ISSUE DATE 08.03.2022

REVISIONS

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SHEET TITLE

EXTERIOR
PERSPECTIVE

DRAWING NUMBER

A902



ORMOND PARKWAY - PERSPECTIVE



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SUITE B
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ORMOND BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

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ISSUE DATE 08.03.2022

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SHEET TITLE

EXTERIOR
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DRAWING NUMBER

A903



AERIAL POOL DECK - PERSPECTIVE



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SUITE B
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ORMOND BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE 90% SET
ISSUE DATE 08.03.2022

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SHEET INFO

S2A PROJECT # 21065
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SHEET TITLE

EXTERIOR
PERSPECTIVE

DRAWING NUMBER

A905



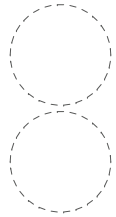
SEMINOLE APPROACH - PERSPECTIVE



619 S. CEDAR STREET
SUITE B
CHARLOTTE, NC 28202
WWW.STUDIOZ-ARCHITECTURE.COM

ORMOND BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC
RESIDENCE INN - #58636
2511 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

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A906



INDOOR/OUTDOOR BAR PERSPECTIVE - PERSPECTIVE



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SUITE B
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ORMOND BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

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SHEET TITLE

EXTERIOR
PERSPECTIVE

DRAWING NUMBER

A904



POOL DECK - PERSPECTIVE



619 S. CEDAR STREET
SUITE B
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ORMOND BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

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251 S. ATLANTIC AVENUE
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ISSUE DATE 08.03.2022

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EXTERIOR
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DRAWING NUMBER

A908



OUTDOOR BAR / LOUNGE - PERSPECTIVE



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SUITE B
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ORMOND BEACH
HOLDINGS, LLC

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PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

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ISSUE DATE 08.03.2022

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SHEET TITLE

EXTERIOR
PERSPECTIVE

DRAWING NUMBER

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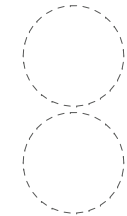
CABANA AREA - PERSPECTIVE



619 S. CEDAR STREET
SUITE B
CHARLOTTE, NC 28202
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ORMOND BEACH
HOLDINGS, LLC

SEALS



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RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
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ISSUE DATE 08.03.2022

REVISIONS

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SHEET TITLE

EXTERIOR
PERSPECTIVE

DRAWING NUMBER

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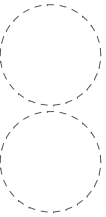
POOL DECK AERIAL - PERSPECTIVE



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SUITE B
CHARLOTTE, NC 28202
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ORMOND BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

2511 S. ATLANTIC AVENUE
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ISSUE DATE 08.03.2022

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EXTERIOR
PERSPECTIVE

DRAWING NUMBER

A911



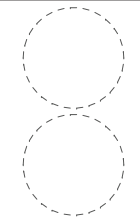
COVERED DROP OFF AREA - PERSPECTIVE



619 S. CEDAR STREET
SUITE B
CHARLOTTE, NC 28202
WWW.STUDIOZ-ARCHITECTURE.COM

ORMOND BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC
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ORMOND BEACH, FL 32176

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EXTERIOR
PERSPECTIVE

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A912



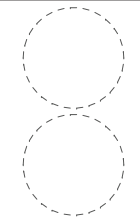
VIEW FROM NORTH PROPERTY - PERSPECTIVE



619 S. CEDAR STREET
SUITE B
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ORMOND BEACH
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PROJECT AND CLIENT INFO

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ISSUE DATE 08.03.2022

REVISIONS

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SHEET TITLE

EXTERIOR
PERSPECTIVE

DRAWING NUMBER

A913



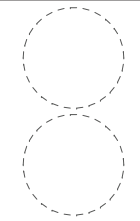
VIEW FROM SOUTH PROPERTY - PERSPECTIVE



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SUITE B
CHARLOTTE, NC 28202
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ORMOND BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC
RESIDENCE INN - #58636
251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE 95% SET
ISSUE DATE 08.03.2022

REVISIONS

#	REVISION TITLE	DATE

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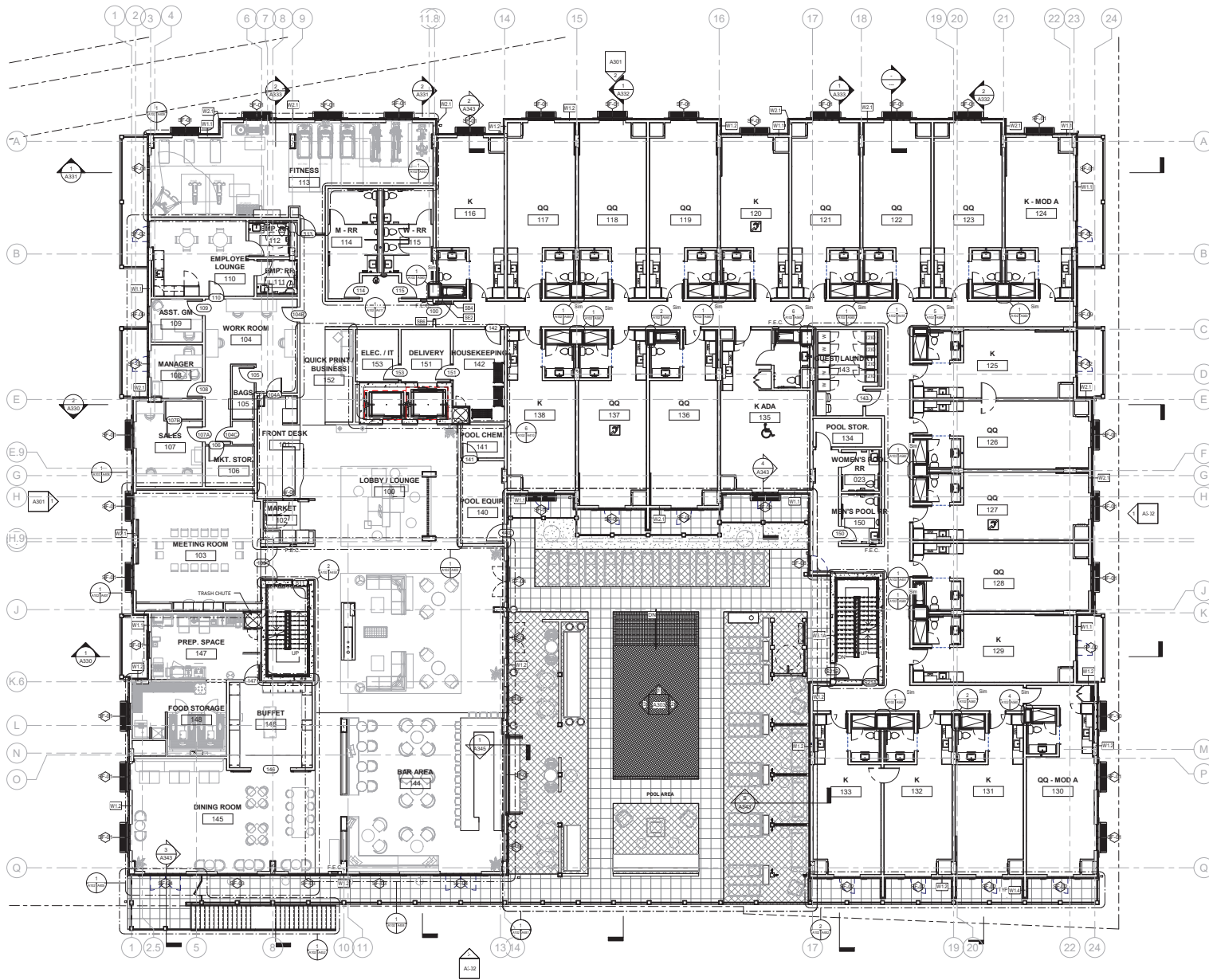
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CHECKED BY AJW

SHEET TITLE

EXTERIOR
PERSPECTIVE

DRAWING NUMBER

A914



Hotel Level 1
1/8" = 1'-0"

GENERAL NOTES

1. REFER TO LIFE SAFETY PLANS FOR EXTINGUISHERS, FIRE EXTINGUISHERS, CABINETS, ETC.
2. DIMENSIONS TAKEN FROM FACE OF 2x10 OR MASONRY UNLESS NOTED OTHERWISE.
3. PROVIDE BLOCKING STRAPPING AS REQUIRED FOR ALL WALL/CILING MOUNTED ACCESSORIES, EQUIPMENT, HANDRAILS, FURNITURE, CABINETS, MILLWORK, SHELVE, ETC.
4. ALL MASONRY DIMENSIONS ARE NOMINAL, U.N.D.
5. REFER TO LUGGAGE BUILDING PRODUCT BOOKLET FOR ADDITIONAL PRODUCT INFORMATION.
6. ALL INTERIOR WALLS ARE TYPE WALL UNLESS NOTED OTHERWISE.
7. REFER TO ENLARGED GUESTROOM PLANS AND GUESTROOM BATHROOMS PLANS FOR ADDITIONAL INFORMATION.
8. REFER TO INTERIOR DESIGN DRAWINGS FOR ALL FURNITURE AND FINISH INFORMATION.
9. ALL 1" DESIGNATED GRID LINES ARE FOR THE SURFACE LEVEL PARKING ONLY AND TERMINATE AT THE BOTTOM OF THE HOTEL LEVEL 1, 15.48.

ACCESSIBILITY LEGEND



IDENTIFIES GUESTROOM WITH MOBILITY ACCESSIBLE FEATURES



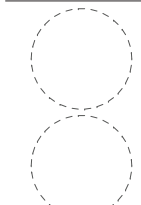
IDENTIFIES GUESTROOM WITH ACCESSIBLE FEATURES



619 S. CEDAR STREET
SUITE B
CHARLOTTE, NC 28202
WWW.STUDIOZ-ARCHITECTURE.COM

ORMOND BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC
RESIDENCE INN - #58636
251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE: 90% SET
ISSUE DATE: 08.09.2022

REVISIONS

#	REVISION TITLE	DATE

SHEET INFO

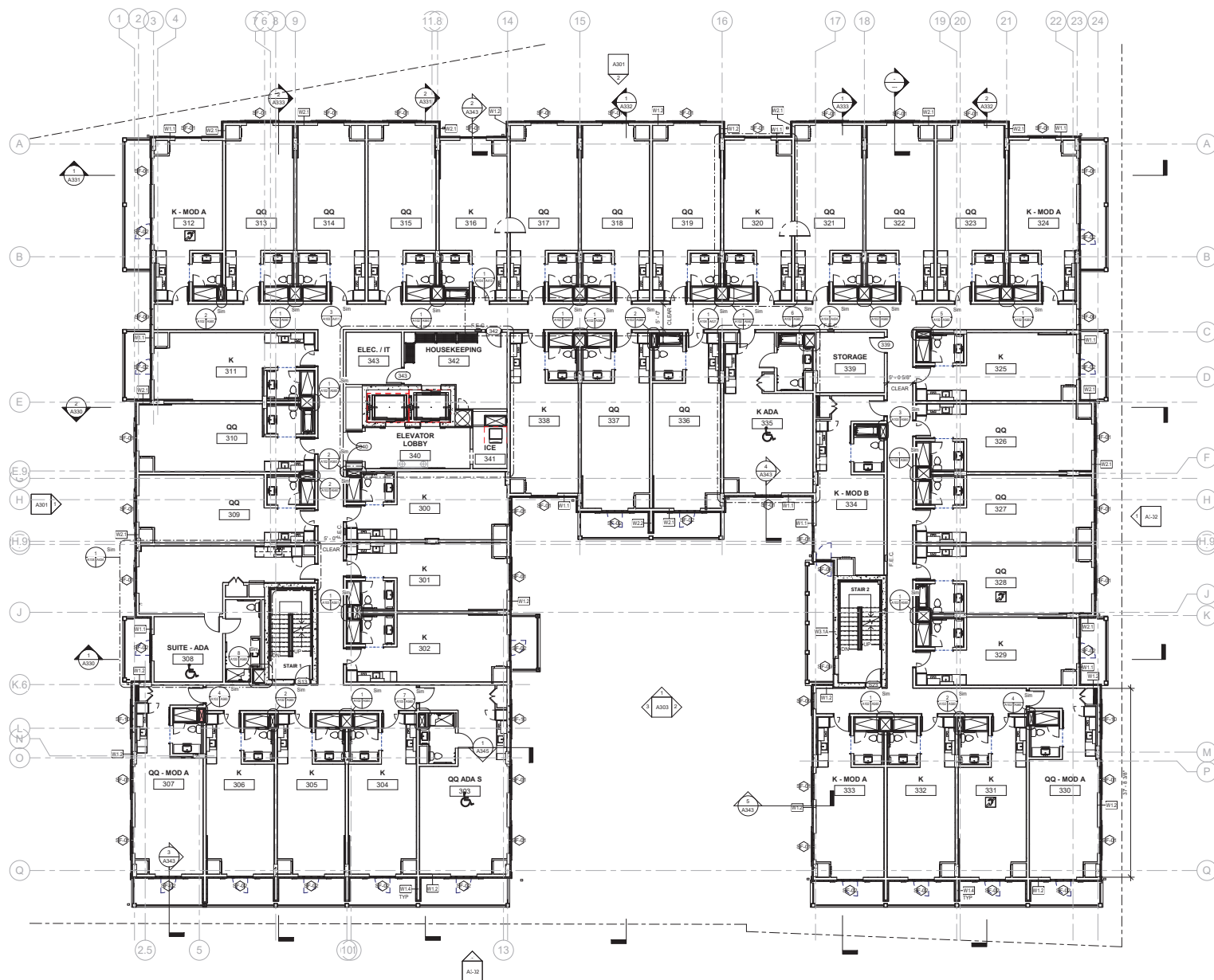
S2A PROJECT #: 21065
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CHECKED BY: AM

SHEET TITLE

HOTEL LEVEL 1
PLAN

DRAWING NUMBER

A102



1 TYPICAL UPPER HOTEL FLOOR PLAN
1/8" = 1'-0"

GENERAL NOTES

1. REFER TO LIFE SAFETY PLANS FOR EXISTING REQUIREMENTS, FIRE EXTINGUISHERS, CABINETS, ETC.
2. DIMENSIONS TAKEN FROM FACE OF 2" X 4" MASONRY UNLESS NOTED OTHERWISE.
3. PROVIDE BLOCKING STRAPPING AS REQUIRED FOR ALL WALL/CEILING MOUNTED ACCESSORIES, EQUIPMENT, HANDSILLS, PICTURE, CABINETS, MALLWORK, SHELVING, ETC.
4. ALL MASONRY IMPERMEABLE ARE NOMINAL 1/4" DIA.
5. REFER TO FLORIDA BUILDING PRODUCT BOOKLET FOR ADDITIONAL PRODUCT INFORMATION.
6. ALL INTERIOR WALLS ARE TYPE WALLS UNLESS NOTED OTHERWISE.
7. REFER TO QUALIFIED GUESTROOM PLANS AND GUESTROOM BATHROOM PLANS FOR ADDITIONAL INFORMATION.
8. REFER TO INTERIOR DESIGN DRAWINGS FOR ALL FURNITURE AND FINISH INFORMATION.
9. ALL 1" DESIGNATED GRID LINES ARE FOR THE SURFACE LEVEL PARKING ONLY AND TERMINATE AT THE BOTTOM OF THE HOTEL LEVEL 1 SLAB.

ACCESSIBILITY LEGEND



DENOTES GUESTROOM WITH VISIBILITY ACCESSIBLE FEATURES



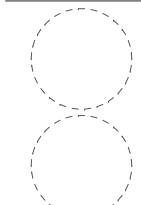
DENOTES GUESTROOM WITH ACCESSIBLE FEATURES



619 S. CEDAR STREET
SUITE B
CHARLOTTE, NC 28202
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ORMOND BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC
RESIDENCE INN - #58636
251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE 95% SET
ISSUE DATE 08.09.2022

REVISIONS

#	REVISION TITLE	DATE

SHEET INFO

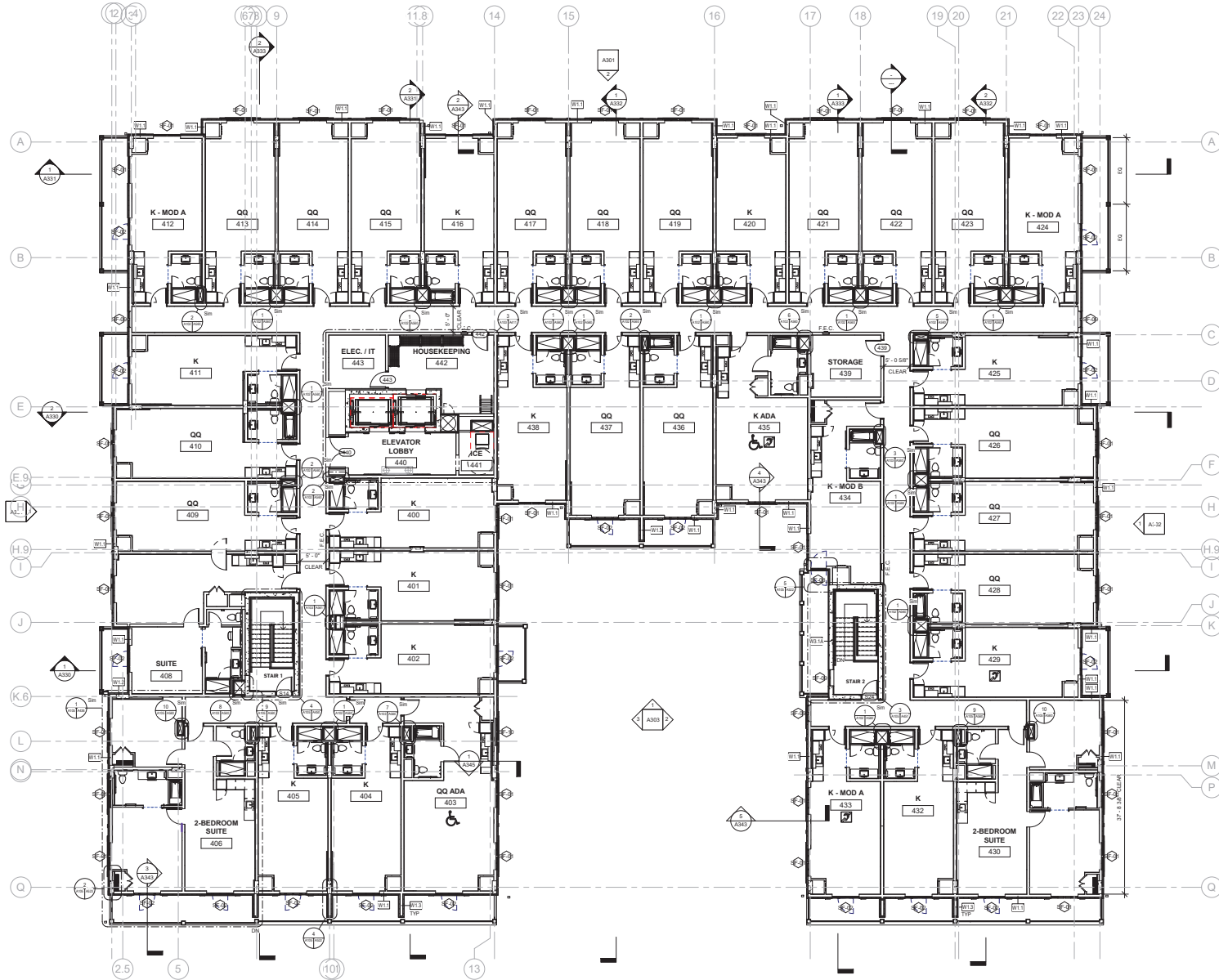
S2A PROJECT # 21065
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SHEET TITLE

HOTEL LEVEL 3
PLAN

DRAWING NUMBER

A104



Hotel Level 4
1/8" = 1'-0"

GENERAL NOTES

1. REFER TO LIFE SAFETY PLANS FOR EXISTING REQUIREMENTS, FIRE EXTINGUISHERS, CABINETS, ETC.
2. DIMENSIONS TAKEN FROM FACE OF 2" OR MASONRY UNLESS NOTED OTHERWISE.
3. PROVIDE BLOCKING STRAPPING AS REQUIRED FOR ALL WALL/CEILING MOUNTED ACCESSORIES, EQUIPMENT, HANDSILLS, PICTURES, CABINETS, WALL MOUNT, SHELVEING, ETC.
4. ALL MASONRY IMPERMEABLE ARE NOMINAL 1/4" DIA.
5. REFER TO FLORIDA BUILDING PRODUCT BOOKLET FOR ADDITIONAL PRODUCT INFORMATION.
6. ALL INTERIOR WALLS ARE TYPE WALLS UNLESS NOTED OTHERWISE.
7. REFER TO QUALIFIED GUESTROOM PLANS AND GUESTROOM BATHROOM PLANS FOR ADDITIONAL INFORMATION.
8. REFER TO INTERIOR DESIGN DRAWINGS FOR ALL FURNITURE AND FINISH INFORMATION.
9. ALL 1" DESIGNATED GRID LINES ARE FOR THE SURFACE LEVEL, PARKING ONLY AND TERMINATE AT THE BOTTOM OF THE HOTEL LEVEL, 1, 2, 3, 4.

ACCESSIBILITY LEGEND



DENOTES GUESTROOM WITH VISIBILITY ACCESSIBLE FEATURES



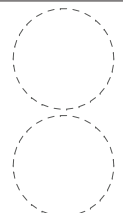
DENOTES GUESTROOM WITH ACCESSIBLE FEATURES



619 S. CEDAR STREET
SUITE B
CHARLOTTE, NC 28202
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ORMOND BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC
RESIDENCE INN - #58636
251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE: 90% SET
ISSUE DATE: 08.09.2022

REVISIONS

#	REVISION TITLE	DATE

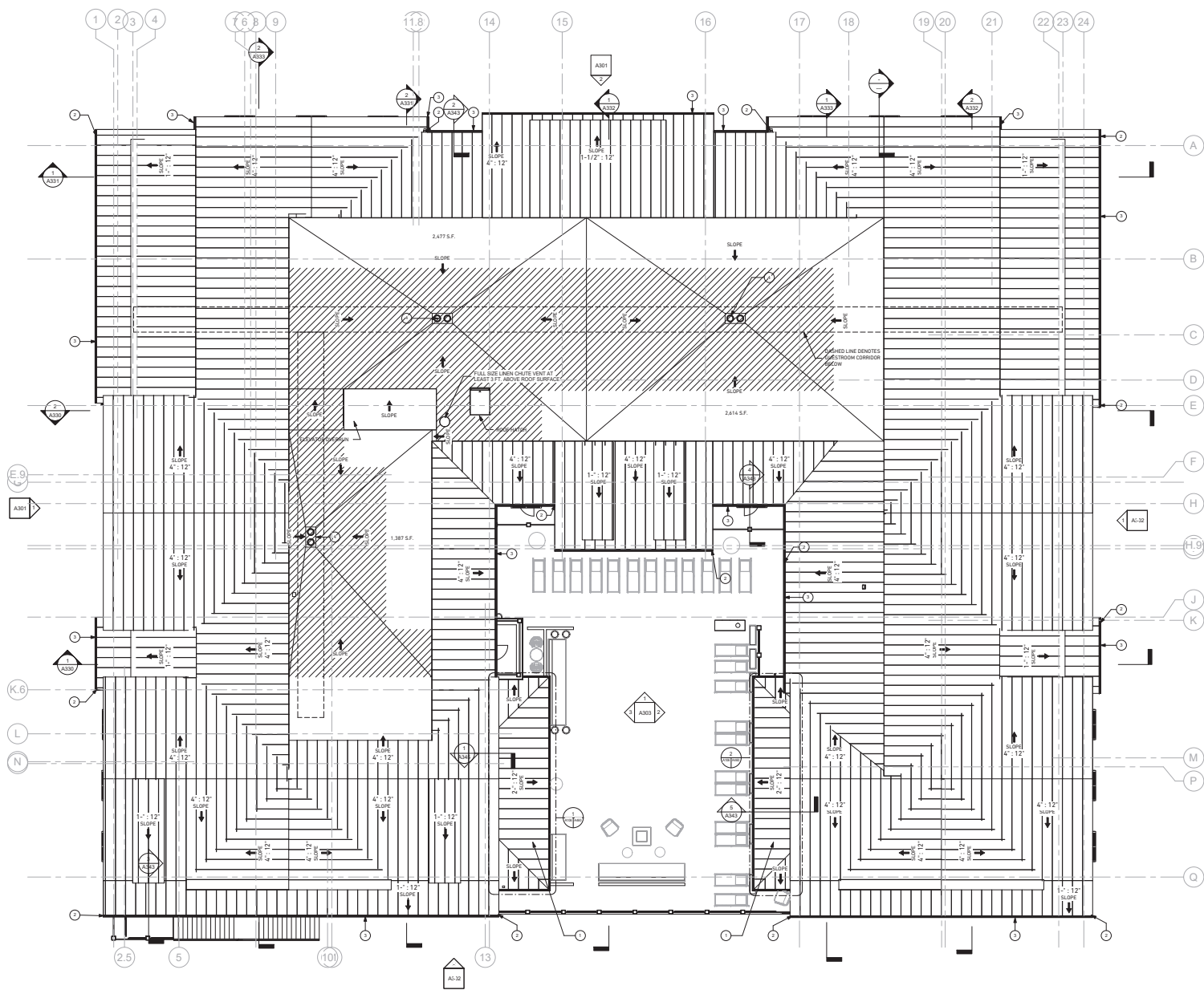
SHEET INFO

S2A PROJECT # 21065
DRAWN BY: Author
CHECKED BY: Checker

SHEET TITLE
HOTEL LEVEL 4
PLAN

DRAWING NUMBER

A105



GENERAL NOTES

1. PROVIDE ACCESS DOOR ON BACK SIDE OF ANY PARAPET WHERE SIGNAGE OCCURS
2. ALL ROOF SLOPES TO BE 1/4" : 12" UNLESS NOTED OTHERWISE
3. REFER TO SHEET ADD FOR ROOF AND ROOF DRAIN DETAILS
4. REFER TO PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION
5. ALL ROOF DRAIN AND BACKUP ROOF DRAIN TO BE PLACED ABOVE GUESTROOM CORRIDORS, UNLESS NOTED OTHERWISE
6. REFER TO FLORIDA PRODUCT BOOKLET FOR ADDITIONAL INFORMATION

SHEET NOTES

1. HOTEL LEVEL 1 POOL DECK BELOW. SEE ENLARGED ROOF PLANS FOR ADDITIONAL INFORMATION
2. 4" X 4" VERTICAL DOWNPOUT LOCATION
3. 3" X 3" HORIZONTAL GUTTER LOCATION
4. PRIMARY AND SECONDARY ROOF DRAIN TO BE LOCATED ABOVE GUESTROOM CORRIDORS AT ALL INSTANCES

ROOF LEGEND

- PROPOSED ROOFTOP WALKING SURFACE
- OUTLINE OF GUESTROOM CORRIDOR BELOW LEVELS 2-5
- SLOPED STANDING SEAM METAL ROOF. SLOPE VARIES BY LOCATION. SEE ELEVATIONS FOR FINISH INFORMATION AND WALL SECTIONS FOR ADDITIONAL INFORMATION
- TPO ROOF, SLOPED 1/4" : 12" UNLESS NOTED OTHERWISE

ROOF DRAIN CALCULATIONS

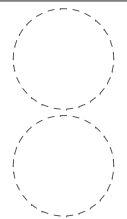
- TPO ROOF AREA:
1. 100-YEAR 1 HR. RAINFALL = 4.25" / HOUR (2020 FPC TABLE 110A.1)
 2. TOTAL SERVED ROOF AREA = 4,570 S.F.
 3. TOTAL NUMBER OF PRIMARY AND BACKUP DRAIN PROVIDED = 3 EACH
 4. MAX. ROOF AREA PER SINGLE DRAIN = 2,615 S.F.
 5. 2,615 S.F. = 374.616 M²
1 M² / HOUR = 3.6077 GALLONS / MIN.
4.25" / HOUR
374.616 M² X 4.25" / HOUR = 1,599.768 M³ / HOUR
1,599.768 M³ / HOUR X .00077 GALLONS / MIN. = 116 GALLONS / MIN.
TOTAL RAINFALL CALCULATED FOR LARGEST SERVED TPO ROOF AREA = 116 GALLONS / MIN.
 6. PER 2020 FPC TABLE 110A.2 WITH 1/4" : 1" ROOF SLOPE, PRIMARY ROOF DRAIN TO BE 4" DIAMETER
 7. PER 2020 FPC TABLE 110A.2, VERTICAL CONDUCTORS TO BE MIN. 3" X 4"
- SLOPED METAL ROOF AREA:
1. 100-YEAR 1 HR. RAINFALL = 4.25" / HOUR (2020 FPC TABLE 110A.1)
 2. MAX. INDIVIDUAL ROOF AREA SERVED BY SINGLE GUTTER AND VERTICAL DOWNPOUT = 3,217 S.F.
 3. 3,217 S.F. = 443.368 M²
1 M² / HOUR = .00077 GALLONS / MIN.
4.25" / HOUR
443.368 M² X 4.25" / HOUR = 1,948.804 M³ / HOUR
1,948.804 M³ / HOUR X .00077 GALLONS / MIN. = 142 GALLONS / MIN.
TOTAL RAINFALL CALCULATED FOR LARGEST SERVED METAL ROOF AREA = 142 GALLONS / MIN.
 4. PER 2020 FPC TABLE 110A.4 HORIZONTAL GUTTERS SHALL BE 3" X 3" SLOPED MIN. 1/4" : 1"
A 3" X 3" GUTTER SLOPED AT 1/4" : 1" CAN SUPPORT 157 GALLONS / MIN.
 5. PER 2020 FPC TABLE 110A.3 VERTICAL CONDUCTORS TO BE MIN. 4" X 4"
A 4" X 4" VERTICAL CONDUCTOR CAN SUPPORT 192 GALLONS / MIN.



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ORMOND BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC
RESIDENCE INN - #58636
251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE: 90% SET
ISSUE DATE: 08.09.2022

REVISIONS

#	REVISION TITLE	DATE

SHEET INFO

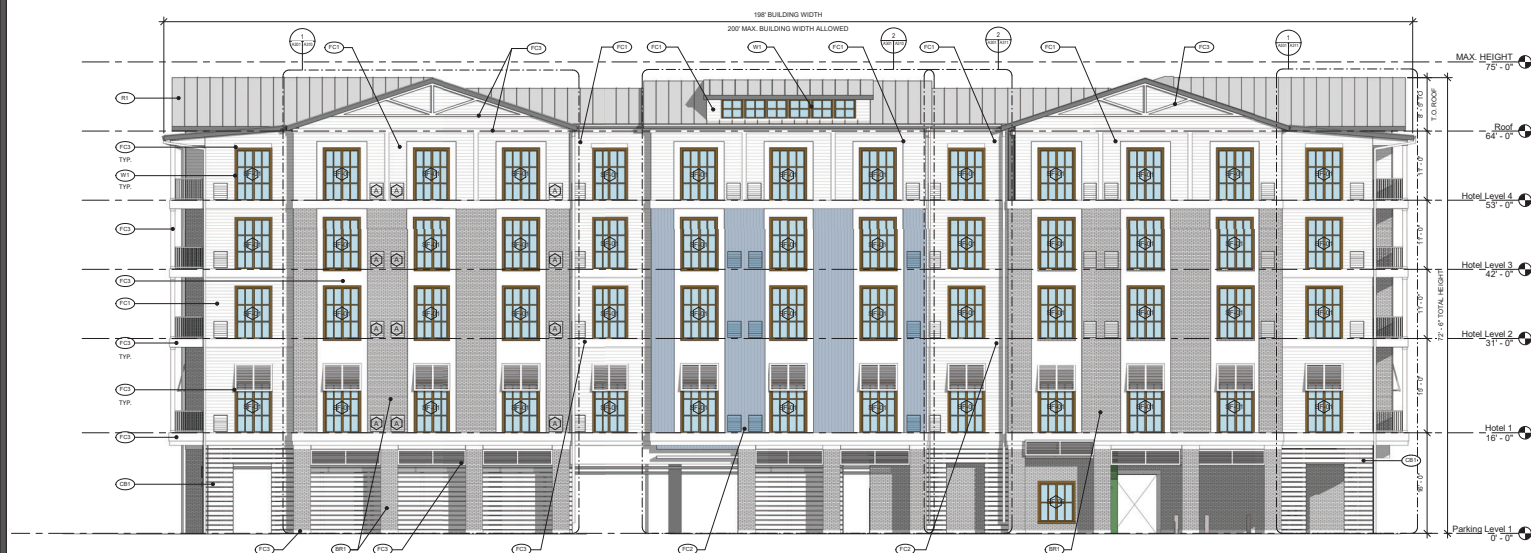
S2A PROJECT # 21065
DRAWN BY CS
CHECKED BY AW

SHEET TITLE

ROOF PLAN

DRAWING NUMBER

A106



2 WEST ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"

GENERAL NOTES

1. PROVIDE ALL CONTROL JOINTS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS
2. FIBER CEMENT PANEL COLORS SHALL BE IDENTICAL IN THE FIELD AND NOT A PAINTED FINISH
3. PAINT ALL ROOF TOP MOUNTED DEVICES AND PENETRATIONS TO MATCH ADJACENT ROOF MATERIALS
4. ALL ROOF TOP EQUIPMENT IS INTENDED TO BE SCREENED FROM GUEST AT GRADE LEVEL
5. SEE SHEET 4417 FOR ADDITIONAL WINDOW STOREFRONT INFORMATION
6. PAINT THE LANCES TO MATCH ADJACENT FACADE COLOR FINISH
7. REFER TO FLORIDA BUILDING PRODUCT BOOKLET FOR ADDITIONAL PRODUCT INFORMATION
8. ALL DOWNSPUTS AND GUTTER FINISHES TO MATCH ADJACENT MATERIALS
9. PROVIDE ALL NECESSARY BALCONY #1 ANCHOR LOCATIONS

ELEVATION FINISH LEGEND

- F1: FIBER CEMENT PANEL - HARDE TRIM SIDING
LOCATION: DESIGNATED EXTERIOR FACADES
FINISH: ARCTIC WHITE
- F2: FIBER CEMENT PANEL - HARDE TRIM VERTICAL SIDING
LOCATION: DESIGNATED EXTERIOR FACADES
FINISH: BOOTHBAY BLUE
- F3: FIBER CEMENT TRIM - HARDE TRIM BOARDS
LOCATION: HORIZONTAL AND VERTICAL BANDING, COLUMN TRIM AT SELECT WINDOWS, GUESTROOM BALCONY COLUMNS
FINISH: ARCTIC WHITE
- B1: BRICK - GENERAL SHALE MODULAR THIN BRICK
LOCATION: DESIGNATED EXTERIOR FACADES, SIDING LEVEL COLUMNS
FINISH: THUNDERCLOUD OR EQUAL
- W1: WOOD TRIM
LOCATION: MULLIONS AND WINDOW TRIM - ALL WINDOWS
FINISH: TID
- R1: STANDING SEAM METAL ROOF
LOCATION: ALL ROOFS
- C1: COMPOSITE BOARD
LOCATION: GROUND LEVEL SCREENING ITEMS
FINISH: SMOOTH WHITE
- G1: GUARDIAN SUNGLASS DANA'S CRYSTAL GRAY COATING

LOCAL AHJ NOTES

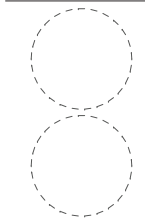
1. PER CITY OF ORMOND BEACH ZONING ORDINANCE, 1 OF 5 ALLOWABLE ARCHITECTURE STYLES MUST BE SELECTED AND ADHERED TO: MEDITERRANEAN, SPANISH, FLORIDA CRACKER, BURNING, MED-ECLECTIC. THIS PROJECT HAS BEEN DESIGNED IN THE FLORIDA CRACKER STYLE.
2. PER CITY OF ORMOND BEACH ZONING ORDINANCE, MAX ALLOWABLE BUILDING HEIGHT IS 75' ABOVE AVERAGE GRADE PLANE OF SITE. CURRENT BUILDING HEIGHT IS APPROX. 77'.
3. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A LIST OF REQUIRED ARCHITECTURE DESIGN ELEMENTS COMMONLY ASSOCIATED WITH THE FLORIDA CRACKER STYLE MUST BE INCORPORATED INTO EXTERIOR DESIGN. INCLUDED ELEMENTS ARE LISTED BELOW:
 - a. BUILDING MASSING IS SYMMETRICAL IN NATURE
 - b. WINDOWS ARE VERTICALLY ORIENTED AND PROPORTIONED WITH A RATIO OF 1.5 FT H : 1 FT W AS REQUIRED. STANDARD WINDOW DIMENSIONS: 8' H X 5' 6" W. WINDOWS ARE FRAMED WITH WOODS AS REQUIRED.
 - c. ENTRANCE PORCHES ARE DESIGNED IN THE STYLE OF COVERED PORCHES WITH DECORATIVE COLUMNS AS REQUIRED.
 - d. ROOFS: ALL ROOFS ARE MODERATELY SLOPED STANDING SEAM METAL GABLE STYLE ROOFS. LOW SLOPED STANDING SEAM METAL ROOF ROOFS ARE INCORPORATED AS REQUIRED.
 - e. EXTERIOR MATERIALS MATERIALS ARE PRIMARILY HORIZONTAL OR VERTICALLY ORIENTED FIBER CEMENT PANELS. ON ALL FACADES INCLUDING BRICK, BRICK COMPRISES LESS THAN 15% OF OVERALL FACADE AREA AS REQUIRED.
 - f. COLORS: COLORS ARE A COASTAL BLUE, WHITE, AND GRAY.
4. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A LIST OF REQUIRED ARCHITECTURE DESIGN FEATURES COMMONLY ASSOCIATED WITH THE FLORIDA CRACKER STYLE MUST BE INCORPORATED INTO EXTERIOR DESIGN. REQUIRED ELEMENTS ARE LISTED BELOW:
 - a. REQUIRED METAL ROOFING MATERIALS ARE INCLUDED
 - b. REQUIRED PAINT: COLORS WHITE AND GRAY SPECIFICALLY ARE INCLUDED
 - c. REQUIRED PITCHED GABLE ROOFS ARE INCLUDED. NOTE GABLE ROOF SLOPED AS TO CONFORM WITH ALLOWABLE BUILDING HEIGHT REQUIREMENTS ESTABLISHED BY CITY OF ORMOND BEACH ZONING ORDINANCE
 - d. REQUIRED EXPOSED TRUSS WORK IS INCLUDED AT ALL GABLE ROOF ELEMENTS
 - e. REQUIRED SIMPLE WOOD TRIM IS INCLUDED AT ALL WINDOWS
 - f. OPTIONAL GROUND WINDOWS ARE INCLUDED
 - g. OPTIONAL LOW PITCHED PORCH ROOFS ARE INCLUDED
 - h. OPTIONAL SIMPLE WOOD BALUNES ARE INCLUDED



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ORMOND BEACH
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SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE: 10% SET
ISSUE DATE: 08.09.2022

REVISIONS

#	REVISION TITLE	DATE

SHEET INFO

S2A PROJECT #: 21065
DRAWN BY: CS
CHECKED BY: AW

SHEET TITLE
OVERALL
ELEVATIONS

DRAWING NUMBER

A301



③ COURTYARD ELEVATION - SOUTH
1/8" = 1'-0"



① COURTYARD ELEVATION - WEST
1/8" = 1'-0"



② COURTYARD ELEVATION - NORTH
1/8" = 1'-0"

GENERAL NOTES

1. PROVIDE ALL CONTROL JOINTS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS
2. FIBER CEMENT PANEL COLORS SHALL BE INTEGRAL IN THE FINISH AND NOT A PAINTED FINISH
3. PAINT ALL ROOFTOP MOUNTED DEVICES AND PENETRATIONS TO MATCH ADJACENT ROOF MATERIALS
4. ALL ROOFTOP EQUIPMENT IS INTENDED TO BE SCREENED FROM GUEST AT GRADE LEVEL
5. SEE SHEET A-01 FOR ADDITIONAL WINDOW STOREFRONT INFORMATION
6. PAINT VERTICAL LAMBERS TO MATCH ADJACENT FACADE COLOR/FINISH
7. REFER TO FLORIDA BUILDING PRODUCT BOULET FOR ADDITIONAL PRODUCT INFORMATION
8. ALL DOWNSPUTS AND GUTTER FINISHES TO MATCH ADJACENT MATERIALS
9. PROVIDE ALL NECESSARY BRACING AT ANY DRAINAGE LOCATIONS

ELEVATION FINISH LEGEND

- FC1: FIBER CEMENT PANEL - HARDE PLANK SISING
LOCATION: DESIGNATED EXTERIOR FACADES
FINISH: ARCTIC WHITE
- FC2: FIBER CEMENT PANEL - HARDE PLANK VERTICAL SISING
LOCATION: DESIGNATED EXTERIOR FACADES
FINISH: BOSTON BLUE
- FC3: FIBER CEMENT TRIM - HARDE TRIM BOARDS
LOCATION: HORIZONTAL AND VERTICAL LANDING, COLUMN TRIM AT SELECT WINDOWS, GUESTROOM BALCONY COLUMNS
FINISH: ARCTIC WHITE
- BR1: BRICK - GENERAL SHALE MODULAR THIN BRICK
LOCATION: DESIGNATED EXTERIOR FACADES, GROUND LEVEL COLUMNS
FINISH: TRANSDUCED OR EQUAL
- W1: WOOD TRIM
LOCATION: HALLWAYS AND WINDOW TRIM - ALL WINDOWS
FINISH: TBO
- R1: STANDING SEAM METAL ROOF
LOCATION: ALL ROOFS
- CB1: COMPOSITE BOARD
LOCATION: GROUND LEVEL SCREENING ITEMS
FINISH: SMOOTH WHITE
- G1: GUARDIAN SUNGLASS DNR3 CRYSTAL GRAY COATING

LOCAL AHJ NOTES

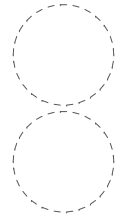
1. PER CITY OF ORMOND BEACH ZONING ORDINANCE, 1 OF 6 ALLOWABLE ARCHITECTURE STYLES MUST BE SELECTED AND ADHERED TO: MEDITERRANEAN, SPANISH, FLORIDA CRACKER, BURGUNDIA, AND ECCLECTIC. THIS PROJECT HAS BEEN DESIGNATED IN THE FLORIDA CRACKER STYLE
2. PER CITY OF ORMOND BEACH ZONING ORDINANCE, MAX ALLOWABLE BUILDING HEIGHT IS 75' ABOVE AVERAGE GRADE PLANE OF SITE. CURRENT BUILDING HEIGHT IS APPROX. 77'
3. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A LIST OF REQUIRED ARCHITECTURE DESIGN ELEMENTS COMMONLY ASSOCIATED WITH THE FLORIDA CRACKER STYLE MUST BE INCORPORATED INTO EXTERIOR DESIGN. INCLUDED ELEMENTS ARE LISTED BELOW:
 - a. MASSING: BUILDING MASSING IS SYMMETRICAL IN NATURE
 - b. WINDOWS: WINDOWS ARE VERTICALLY ORIENTED AND PROPORTIONED WITH A RATIO OF 1:1.75 TO 1:1.75 AS REQUIRED. STANDARD WINDOW DIMENSIONS: 8' X 4' & 4' X 6' WINDOWS ARE FRAMED WITH WOOD AS REQUIRED
 - c. EXTERIOR ENTRANCES: ARE DESIGNED IN THE STYLE OF COVERED PORCHES WITH DECORATIVE COLUMNS AS REQUIRED
 - d. ROOFS: ALL ROOFS ARE MODERATELY SLOPED STANDING SEAM/METAL GABLE STYLE ROOFS. LOW SLOPED STANDING SEAM METAL PORCH ROOFS ARE INCORPORATED AS REQUIRED
 - e. EXTERIOR MATERIALS: MATERIALS ARE PRIMARILY HORIZONTAL OR VERTICALLY ORIENTED FIBEROUS CEMENT PANELS OR ALL FACADES INCLUDING BRICK, BRICK COMPIRES LESS THAN 1/3 OF OVERALL FACADE AREA AS REQUIRED
 - f. COLOR: COLORS ARE A CASUAL BLUE, WHITE, AND GRAY
4. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A LIST OF REQUIRED ARCHITECTURE DESIGN FEATURES COMMONLY ASSOCIATED WITH THE FLORIDA CRACKER STYLE MUST BE INCORPORATED INTO EXTERIOR DESIGN. REQUIRED ELEMENTS ARE LISTED BELOW:
 - a. REQUIRED METAL ROOFING MATERIALS ARE INCLUDED
 - b. REQUIRED PALETTE COLORS WHITE AND GRAY SPECIFICALLY ARE INCLUDED
 - c. REQUIRED PITCHED GABLE ROOFS ARE INCLUDED. NOTE GABLE ROOF SLOPES AS TO CONFORM WITH ALLOWABLE BUILDING HEIGHT REQUIREMENTS ESTABLISHED BY CITY OF ORMOND BEACH ZONING ORDINANCE
 - d. REQUIRED EXPOSED TRUSS WORK IS INCLUDED AT ALL GABLE ROOF ELEMENTS
 - e. REQUIRED SIMPLE WOOD TRIM IS INCLUDED AT ALL WINDOWS
 - f. OPTIONAL CORNER WINDOWS ARE INCLUDED
 - g. OPTIONAL LOW PITCHED PORCH ROOFS ARE INCLUDED
 - h. OPTIONAL SIMPLE WOOD BALUNES ARE INCLUDED



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ORMOND BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC
RESIDENCE INN - #58336
251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE: 90% SET
ISSUE DATE: 08.09.2022

REVISIONS

#	REVISION TITLE	DATE

SHEET INFO

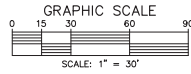
S2A PROJECT #: 21065
DRAWN BY: CS
CHECKED BY: AM

SHEET TITLE

OVERALL
ELEVATIONS

DRAWING NUMBER

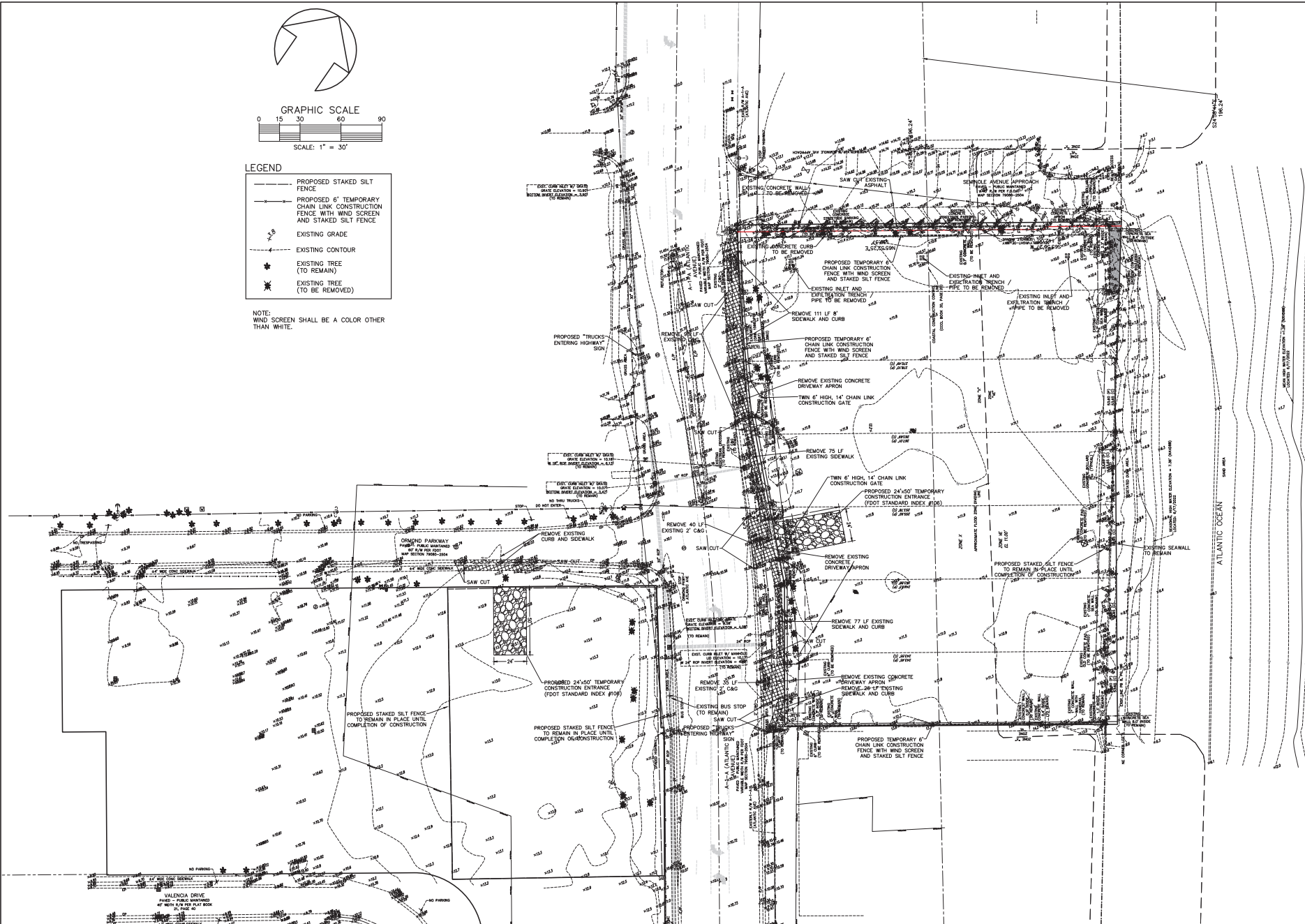
A303



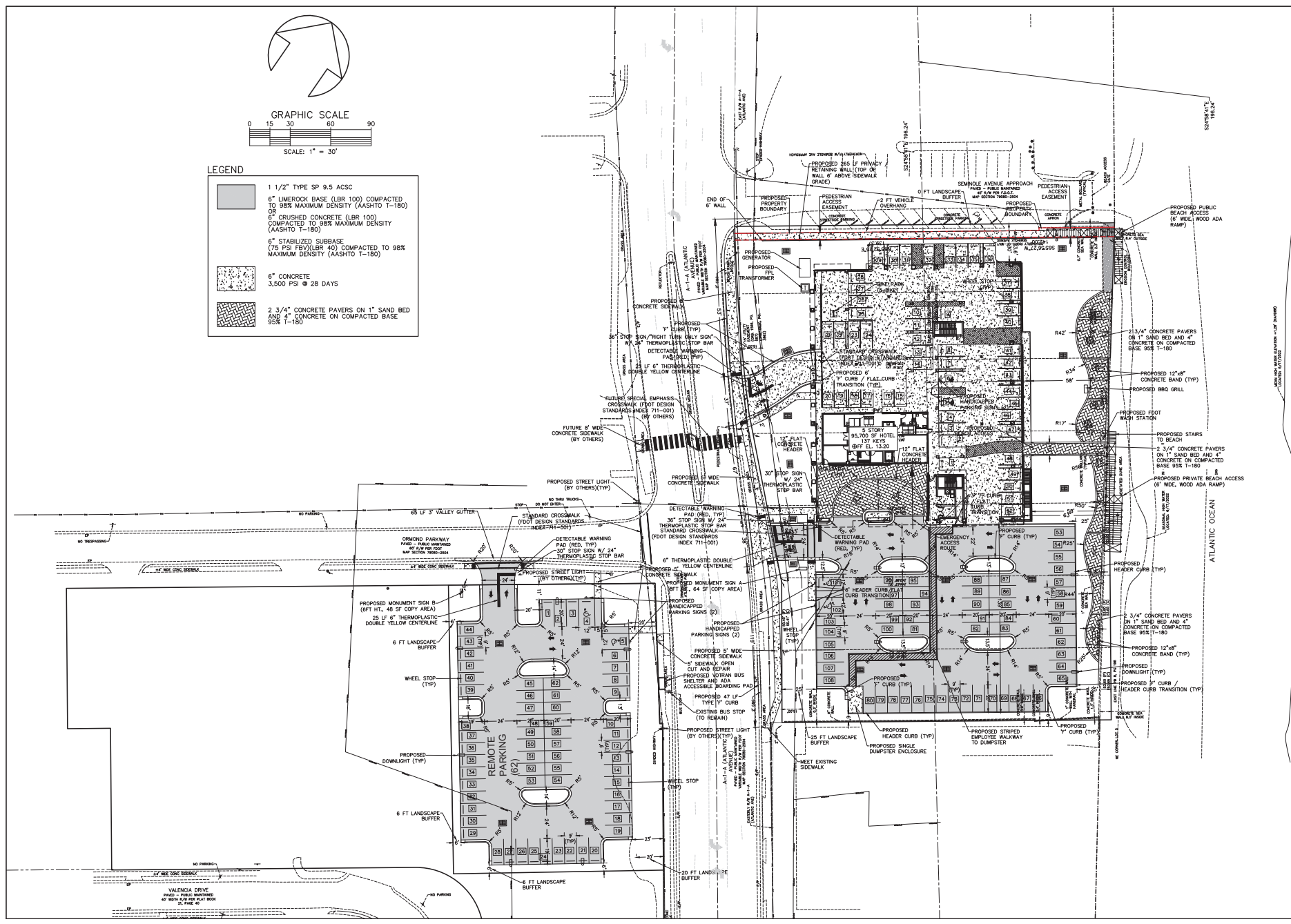
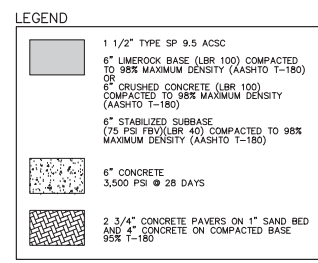
LEGEND

- PROPOSED STAKED SILT FENCE
- PROPOSED 6' TEMPORARY CHAIN LINK CONSTRUCTION FENCE WITH WIND SCREEN AND STAKED SILT FENCE
- EXISTING GRADE
- EXISTING CONTOUR
- EXISTING TREE (TO REMAIN)
- EXISTING TREE (TO BE REMOVED)

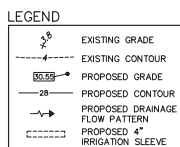
NOTE:
WIND SCREEN SHALL BE A COLOR OTHER THAN WHITE.



PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS & ARCHITECTS 1729 BOWENWOOD AVENUE, HOLLY HILL, FLORIDA 32117 (407) 677-8881 FAX (407) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG & ASSOCIATES, INC. IS AN EQUAL OPPORTUNITY FIRM. CERTIFICATE OF REGISTRATION NUMBER 00003910		ORMOND BEACH HOLDINGS, LLC ORMOND BEACH • FLORIDA	
DEMOLITION & EROSION CONTROL PLAN		2 SHEET NO.	
File No. 21-51		Drawn By: MRB	
Date: 11-20-21		SCALE: 1"=30'	
SEAL			



3 SHEET NO.		ORMOND BEACH HOLDINGS, LLC	
File No. 21-51		GROUND BEACH • FLORIDA	
Drawn By: MRB			
Date: 11-20-21			
SCALE: 1"=30'			
SEAL			



NOTES:
1. ESTABLISH THE PIPE CONNECTION TO THE
FDOT CURB INLET WITH NON-SHRINKING GROUT
2. ALL FILL MATERIAL SHALL MEET THE
SPECIFICATIONS/CRITERIA OF SUBSECTION
62R-33.005(7) FAC

DECK DRAIN INFORMATION:

NOTE:
ALL DECK DRAINS SHALL BE ZURN 16" SQUARE
HEAVY DUTY PARKING DECK DRAINS.

DECK DRAIN 'A' T.C. 11.97 INV. SE 10" 9.00	DECK DRAIN 'D' T.C. 11.97 INV. SE 10" 9.00
DECK DRAIN 'B' T.C. 11.97 INV. SW 10" 8.90 INV. NW 10" 8.90	DECK DRAIN 'E' T.C. 11.97 INV. NW 10" 8.90 INV. NE 10" 8.90 INV. SE 10" 8.90
DECK DRAIN 'C' T.C. 11.97 INV. SW 10" 8.80 INV. NE 10" 8.80	DECK DRAIN 'F' T.C. 11.97 INV. NW 10" 9.00

FUTURE SPECIAL EMPHASIS-
CROSSWALK (FOOT DESIGN
STANDARDS INDEX 711-001)
(BY OTHERS)



ORMOND BEACH HOLDINGS, LLC

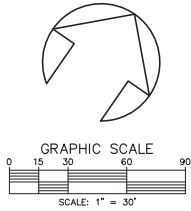
ARMON BEACH • FLORIDA

CIVIL PLAN

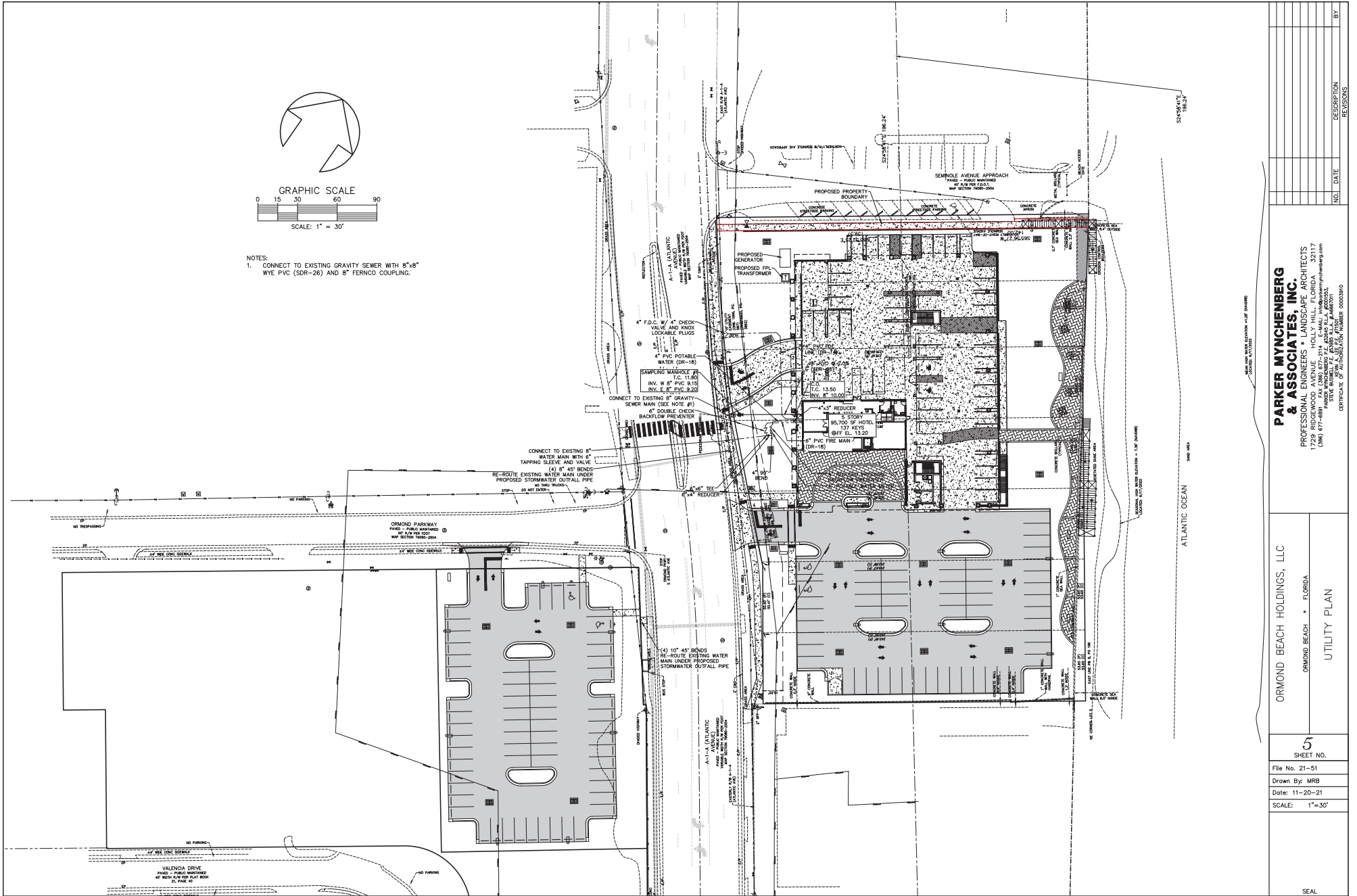
4
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-2
SCALE: 1"=

SEA



NOTES:
1. CONNECT TO EXISTING GRAVITY SEWER WITH 8"X8" WYE PVC (SDR-26) AND 8" FERNOCO COUPLING.

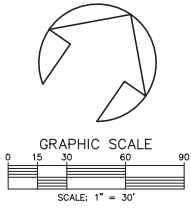


PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LAND ARCHITECTS
1729 BROWNSWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6881 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG & ASSOCIATES, INC.
STATE ENGINEER: J. L. JAMES, P.E., No. 14460701
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

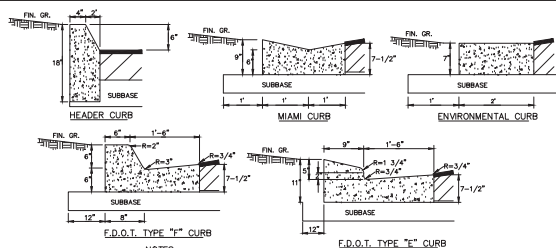
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA
UTILITY PLAN

5
SHEET NO.
File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

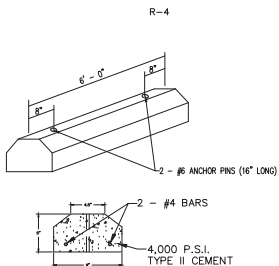
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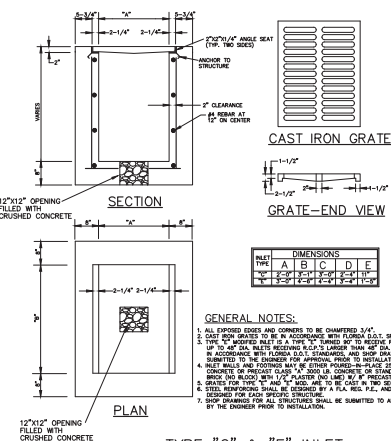
ORMOND BEACH HOLDINGS, LLC		PARKER MYNCHENBERG & ASSOCIATES, INC.	
ORMOND BEACH • FLORIDA		PROFESSIONAL LANDSCAPE ARCHITECTS	
IRRIGATION PLAN		1729 BROWNSWOOD AVENUE, HOLLY HILL, FLORIDA 32117	
8 SHEET NO.		(386) 677-6881 FAX (386) 677-2114 E-MAIL: info@parkermyynchenberg.com	
File No. 21-51		PARKER MYNCHENBERG & ASSOCIATES, INC. LICENSE NO. 100003910	
Drawn By: MRB		CERTIFICATE OF REGISTRATION NUMBER 00003910	
Date: 11-20-21		NO. DATE DESCRIPTION BY	
SCALE: 1"=30'		REVISIONS	
SEAL			



STANDARD CURB CONSTRUCTION



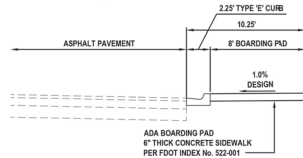
WHEELSTOP DETAIL



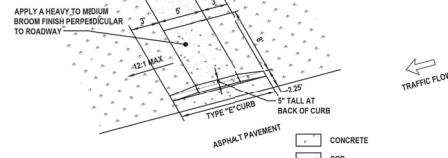
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

CONCRETE LEGEND

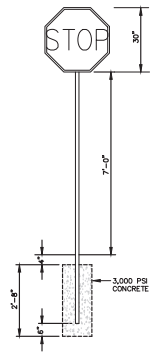
ADA BOARDING PAD	6" THICK CLASS I CONCRETE (3,000 P.S.I. @ 28 DAYS)
CONCRETE SIDEWALK	4" THICK CLASS I CONCRETE (3,000 P.S.I. @ 28 DAYS)



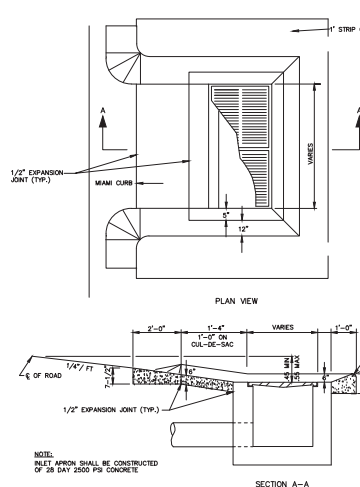
BOARDING PAD SECTION



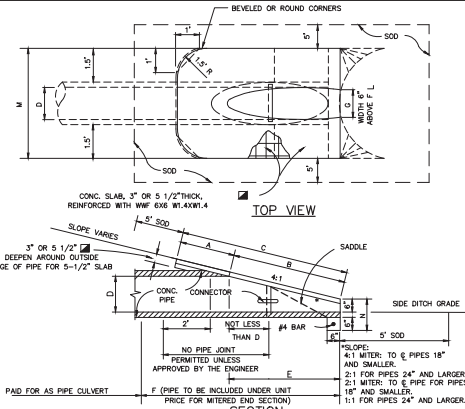
ADA BOARDING PAD DETAIL



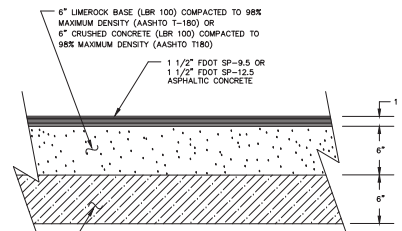
STOP SIGN DETAIL



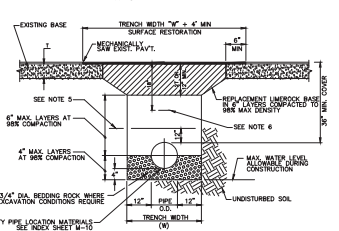
STORM INLET APRON



RCP MITRED END SECTION



STANDARD PAVING DETAIL

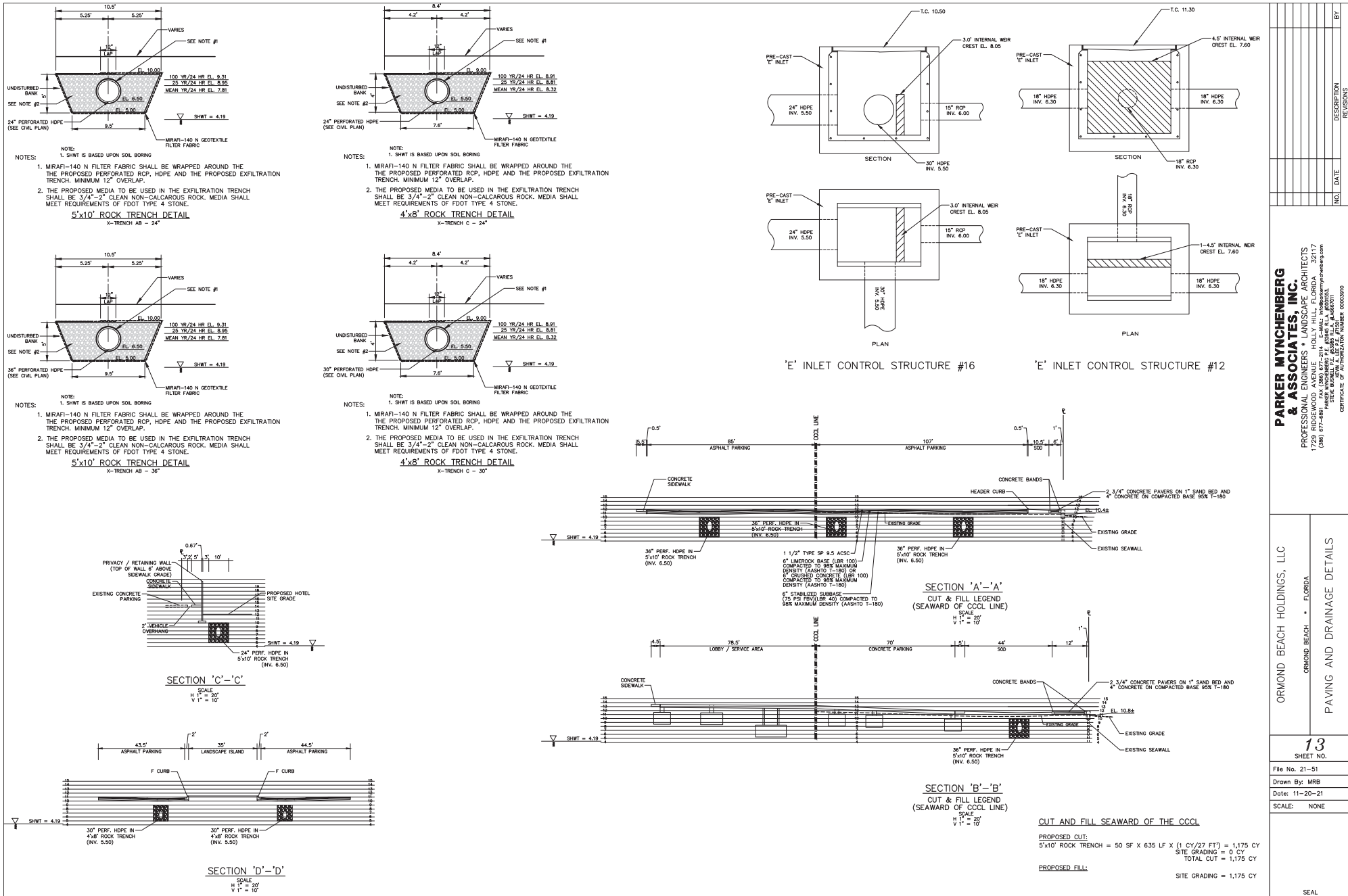


PAVEMENT CUT AND PATCH

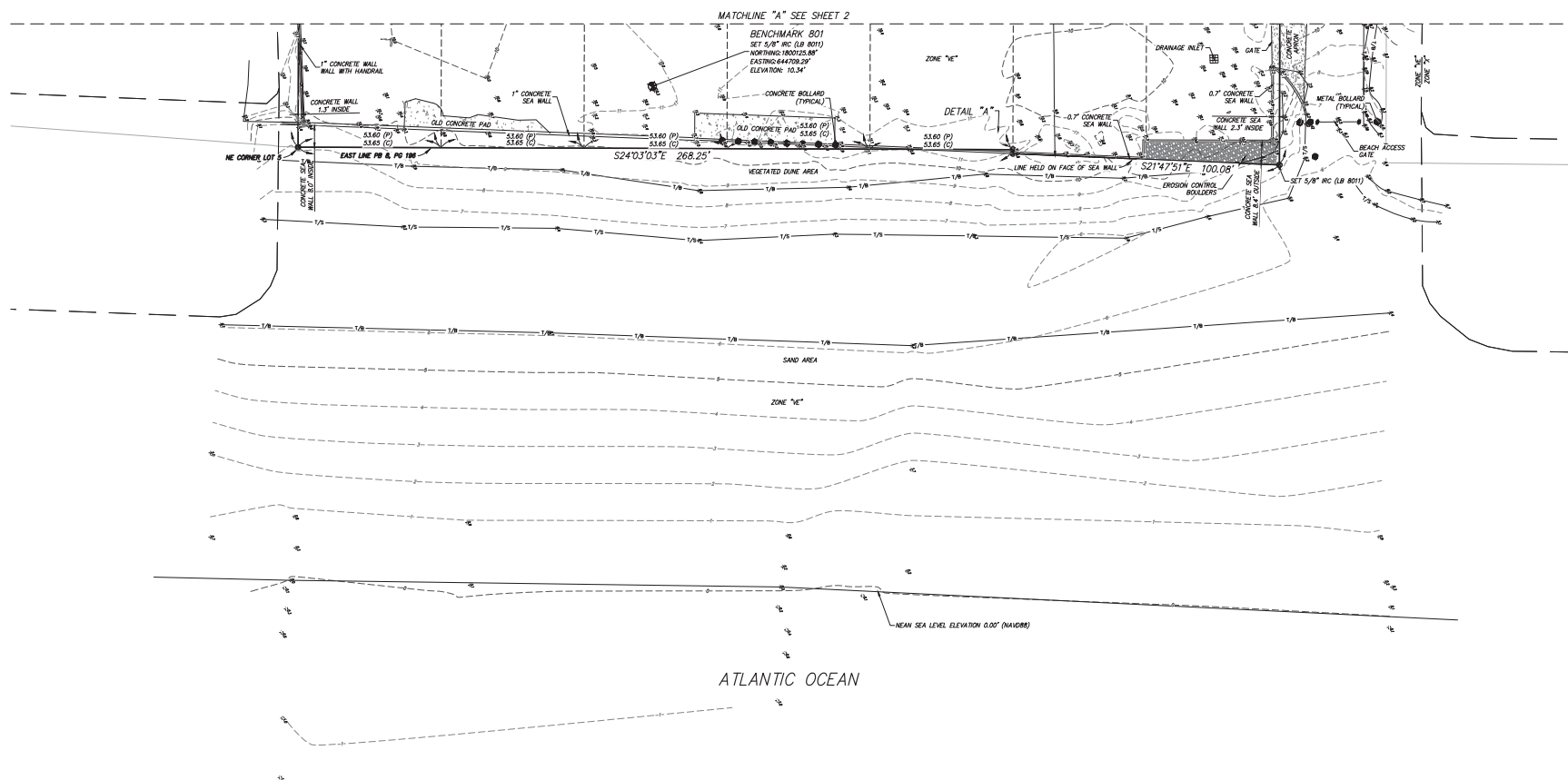
- NOTES:
- WHERE SOL CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
 - SHEDDING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
 - NEW SURFACING MATERIALS SHALL BE CONSISTENT WITH EXISTING AND SHALL HAVE LAPPED & FEATHERED JOINTS (1 1/2" MIN. THK.)
 - COMPACTION PERCENTAGES SHOWN REFER TO A.A.H.T.D. T-180. PROVIDE COMPACTION TEST REPORTS TO CITY INSPECTOR.
 - MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL.
 - INITIAL METALLIC TAKE OVER FULL LENGTH OF PIPE.
 - EIGHT INCHES (8") OF HIGH EARLY-STRENGTH CONCRETE MAY BE SUBSTITUTED FOR LIMEKON UPON APPROVAL BY CITY ENGINEER.

PAVEMENT CUT AND PATCH

PARKER MYNCHENBERG & ASSOCIATES, INC.		ORMOND BEACH HOLDINGS, LLC	
PROFESSIONAL ENGINEER, LAND SURVEYOR, ARCHITECTS		ORMOND BEACH • FLORIDA	
1729 BIRCHWOOD AVENUE, HOLLY HILLS, FLORIDA 32117		PAVING AND DRAINAGE DETAILS	
(386) 977-8881 FAX (386) 977-2114 E-MAIL: info@parkermychenberg.com		11 SHEET NO.	
STATE OF FLORIDA, BOARD OF PROFESSIONAL ENGINEERS		File No. 21-51	
CERTIFICATE OF AUTHORIZATION NUMBER 00000310		Drawn By: MRB	
		Date: 11-20-21	
		SCALE: NONE	
		SEAL	



PARKER MYNCHENBERG & ASSOCIATES, INC.		NO.		DATE		REVISION		BY	
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-4891 FAX (386) 677-2114 E-MAIL: info@parkermychenberg.com PARKER MYNCHENBERG & ASSOCIATES, INC. A PROFESSIONAL CORPORATION STATE LICENSE NO. 17,000,000,000,000,000 CERTIFICATE OF REGISTRATION NUMBER 00003910									
ORMOND BEACH HOLDINGS, LLC					ORMOND BEACH • FLORIDA				
PAVING AND DRAINAGE DETAILS					13				
SHEET NO.					File No. 21-51				
SCALE: NONE					Drawn By: MRB				
					Date: 11-20-21				
SEAL									

[illegible]

LOT 1-5, RE-SUBDIVISION BLOCK "G"
ORMOND PARKWAY SUBDIVISION
LOCATED IN SECTION 14, TOWNSHIP 14
SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY AND
TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM

FB/PG		FIELD DATE		PROJECT NO. 50140578	3 OF 4
2021 A / 4-6		05/24/2021			
DRAWING DATE	BY	APPROVED		SCALE 1" = 20'	
10/22/2021	MCD	WDD			

D:\projects\15-051-2 Atlantic_Ormond\FB&C-Cat-3D\15040578_251 Atlantic Area-Subdiv-Table-Map\FINAL.dwg SHEET 1 - DWG 1 Jun 20, 2022 10:45am JCF:mlh/ldg

SCHEDULE B2 EXCEPTIONS:

- STANDARD EXCEPTIONS 1-5, NOT RELATED TO SURVEY.
- RESTRICTIONS, DEDICATIONS AND EASEMENTS AS CONTAINED ON THE PLAT OF RE-SUBDIVISION BLOCK "G" ORMOND PARKWAY RECORDED IN PLAT BOOK 8, PAGE 196. (AFFECTS SUBJECT PROPERTY - PLOTTED AS APPLICABLE)
- RESTRICTIONS, DEDICATIONS AND EASEMENTS AS SHOWN ON THE PLAT OF MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH RECORDED IN MAP BOOK 3, PAGE 108. (AFFECTS SUBJECT PROPERTY - PLOTTED AS APPLICABLE)
- RIGHT OF REVERTER RESERVED BY FLORIDA POWER AND LIGHT COMPANY CONTAINED IN THAT CERTAIN QUIT CLAIM DEED TO THE STATE OF FLORIDA RECORDED MAY 10, 1972, IN OFFICIAL RECORDS BOOK 1421, PAGE 108. (AFFECTS SUBJECT PROPERTY - NOT PLOTTABLE)
- EASEMENT TO FLORIDA POWER AND LIGHT COMPANY RECORDED APRIL 3, 1973, IN OFFICIAL RECORDS BOOK 1566, PAGE 587, PARTIAL RELEASE OF EASEMENT RECORDED AUGUST 10, 2011 IN OFFICIAL RECORDS BOOK 6620, PAGE 3862. (AFFECTS SUBJECT PROPERTY - PLOTTED)
- RIGHTS, IF ANY, OF THE PUBLIC TO USE AS A PUBLIC BEACH OR RECREATION AREA ANY PART OF THE LAND LYING BETWEEN THE BODY OF WATER ADJUTING THE SUBJECT PROPERTY AND THE NATURAL LINE OF VEGETATION, BLUFF, EXTREME HIGH WATER LINE, OR OTHER APPARENT BOUNDARY LINE SEPARATING THE PUBLICLY USED AREA FROM THE UPLAND PRIVATE AREA. (AFFECTS SUBJECT PROPERTY - LANDS LYING BEACHSIDE OF THE SEA WALL)
- NOT WITHSTANDING THE LEGAL DESCRIPTION IN SCHEDULE A, THIS POLICY DOES NOT INSURE AGAINST RIGHTS OF THE STATE OF FLORIDA BASED ON THE DOCTRINE OF THE STATE'S SOVEREIGN OWNERSHIP OF LANDS LYING BELOW THE MEAN HIGH WATER LINE OF ANY NAVIGABLE OR TIDALLY INFLUENCED WATERS. (AFFECTS LANDS LYING BEACHSIDE OF THE SEAWALL)
- ANY LAND DESCRIBED IN SCHEDULE A WHICH IS ARTIFICIALLY FILLED LAND IN WHAT WAS FORMERLY NAVIGABLE WATERS, IS SUBJECT TO THE RIGHTS OF THE UNITED STATES GOVERNMENT, ARISING BY SAID GOVERNMENT'S CONTROL OVER NAVIGABLE WATERS INVOLVING NAVIGATION AND COMMERCE. (DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY)
- COASTAL CONSTRUCTION SETBACK/CONTROL LINE AS RECORDED AND FILED FROM TIME TO TIME IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND IF THE SUBJECT PROPERTY ADJUTS THE MEAN HIGHWATER LINE OF THE GULF OF MEXICO, ATLANTIC OCEAN, OR THE STRAITS OF FLORIDA, THE RIGHT TO USE SUCH PROPERTY MAY BE AFFECTED BY THE PROVISIONS OF SECTIONS 161.052 AND 161.053, FLORIDA STATUTES. (AFFECTS SUBJECT PROPERTY- PLOTTED HEREON)
- RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. (NONE PROVIDED FOR REVIEW)

PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM
-OF-
251 SOUTH ATLANTIC AVENUE



LEGAL DESCRIPTION:

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE-SUBDIVISION BLOCK "G", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 196, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

PARCEL "B":

THE NORTH 100 FEET OF THE SOUTH 368 FEET OF LOT 18-B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

SURVEY NOTES:

- BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983/2011, U.S. SURVEY FEET, ESTABLISHED WITH TRIMBLE VRS GNSS VIRTUAL NETWORK, TOGETHER WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (TPRN), DERIVING A BEARING OF N23°45'06"W ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A1A.
- ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 12127C0216K, VOLUSIA COUNTY, FLORIDA, EFFECTIVE DATE OF 09/29/2017, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" AND "VE".
- UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 8464522, DATED 04/20/2022.
- NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
- WETLAND AREAS, IF EXISTING, WERE NOT ADDRESSED AS A PART OF THIS SURVEY. NONE HAVE BEEN NOTED ON PREMISES BY VISIBLE INSPECTION.
- THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.
- UNDERGROUND UTILITIES HAVE BEEN LOCATED BY ABOVE GROUND VISIBLE EVIDENCE ONLY. OTHER BURIED FACILITIES MAY EXIST THAT WERE NOT LOCATED AS A PART OF THIS SURVEY.
- BEARINGS AND DISTANCES SHOWN ALONG PERIMETER BOUNDARY DIMENSIONS ARE MEASURED UNLESS NOTED OTHERWISE.
- THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
- THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 06/20/2022 PER FAC 5J-17.062(2).
- THE COAST CONSTRUCTION CONTROL LINE (CCL) SHOWN HEREON IS PLOTTED BASED ON THE FLORIDA DEPARTMENT OF NATURAL RESOURCES MAP BOOK 30, PAGE 20 ON FILE WITH FDEP IN TALLAHASSEE, FLORIDA. THIS LINE MAY IMPACT THE SETBACKS AND CONSTRUCTIBILITY OF IMPROVEMENTS WITHIN THE PREMISES.
- THE APPROXIMATE ACREAGE OF THE PREMISES IS: 85,410.42 SQUARE FEET, 2.19 ACRES MORE OR LESS. THIS ACREAGE CONTAINS APPROXIMATELY 1365 SQUARE FEET, 0.03 ACRES LYING BEACHSIDE OF THE SEAWALL AS NOW EXISTS THAT MAY BE SOVEREIGN LANDS OF THE STATE OF FLORIDA.
- LANDS SHOWN HEREON LIE WITHIN FEDERAL EMERGENCY MANAGEMENT AGENCY COMMUNITY PANEL 12127C0216K, FLOOD ZONES X AND VE (FLOOD ELEVATION OF 11.00 FEET) AND PARTIALLY LIE WITHIN A COASTAL FLOOD HAZARD AREA.
- ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS DERIVED FROM NATIONAL GEODETIC SURVEY (NGS) BENCHMARK "79 78 A 64 PLING" (PID: A01879), DESCRIBED AS A SURVEY DISK SET IN TOP OF A 4"x4" CONCRETE MONUMENT, STAMPED "79 78 A64", HAVING AN ELEVATION OF 11.03 FEET (NAVD 88).

SHEET INDEX:

- SHEET 1: COVER SHEET
SHEET 2-3: TOPOGRAPHIC SURVEY
SHEET 4: COASTAL CONSTRUCTION CONTROL LINE EXHIBIT; BUILDING SETBACK EXHIBIT

CERTIFIED TO:

BLACKSTREAM HOMES, LLC; FIDELITY NATIONAL TITLE INSURANCE COMPANY



SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 61B05-002, FLORIDA ADMINISTRATIVE CODE.

WILLIAM D. Donley

WILLIAM D. DONLEY
FLORIDA LICENSED SURVEYOR & MAPPER NO. LS 5381

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FB/PG		FIELD DATE		PROJECT NO.	
2021 A / 4-6		05/13/2022		50140578	
DRAWING DATE		BY	APPROVED	SCALE	
06/20/2022		MCD	MCD	N/A	

1
OF
4

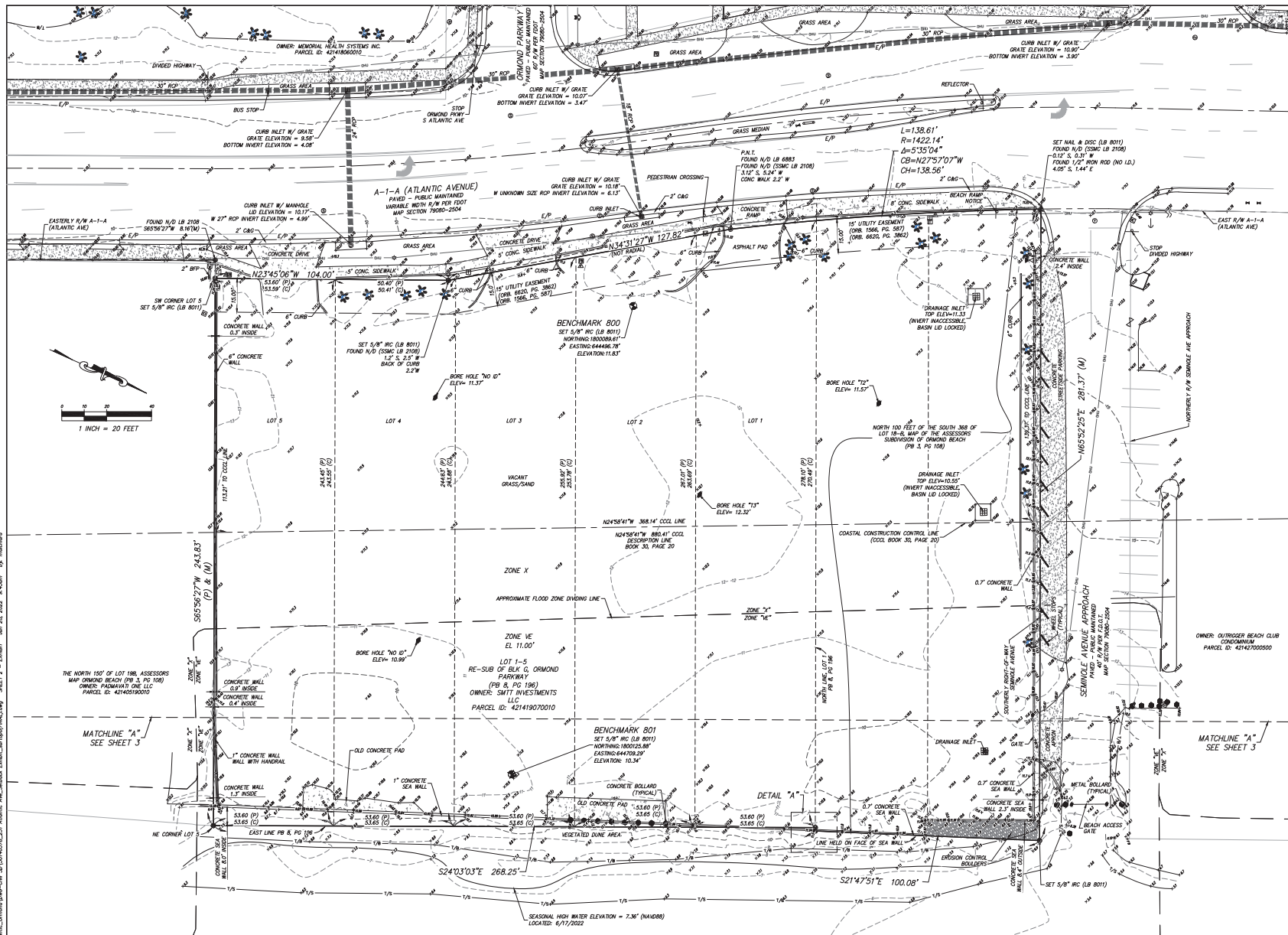


131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.554.5025 FAX: 407.548.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

LOT 1-5, RE-SUBDIVISION BLOCK "G"
ORMOND PARKWAY SUBDIVISION
LOCATED IN SECTION 14, TOWNSHIP 14
SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY AND
TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM

Drawing name: S:\2021\Atlantic_Corridor\FB-PG-Cad\301040578_201 Atlantic Corridor FB-PG-Cad.dwg SHEET 2 - EXHIBIT Jun 20, 2022 11:45am bjr mcdelara

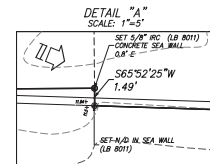


LEGEND AND ABBREVIATIONS:

- # MORE OR LESS
- EL ELEVATION
- NO NUMBER
- LS LAND SURVEYOR
- LD IDENTIFICATION
- ORB OPTICAL RECORDS BOOK
- C CENTERLINE
- ARC ARC
- LA ARC LENGTH
- LAH ARC LENGTH (CENTRAL ANGLE)
- CLD CHORD LENGTH
- CB CHORD BEARING
- POC POINT ON CURVE
- POI POINT ON LINE
- PCC POINT OF COMPOUND CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- PI POINT OF INTERSECTION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY
- DIP DUCTILE IRON PIPE
- PC POLYETHYLENE CHLORIDE
- CMP CORRUGATED METAL PIPE
- RCP REINFORCED CONCRETE PIPE
- NAVD NORTH AMERICAN VERTICAL DATUM
- NAD83 NATIONAL GEODETIC REFERENCE DATUM
- PIB PLAT BOOK
- ORB OPTICAL RECORDS BOOK
- PAGES PAGE(S)
- W RIGHT OF WAY
- ESMT EASEMENT
- BFP BACK FLOW PREVENTER
- END END
- REC RECOVERED
- CCR RECOVERED CORNER RECORD
- RLS REGISTERED LAND SURVEYOR
- CM CONCRETE MANHOLE
- IRC IRON ROD AND CAP
- IR IRON ROD
- IP IRON PIPE
- CLF CHAIN LINK FENCE
- S FOUND CONCRETE MONUMENT AS NOTED
- o FOUND NAIL AS NOTED
- o FOUND NAIL & DISK AS NOTED
- o SET NAIL & DISK (LB 801)
- o FOUND IRON ROD & CAP AS NOTED
- o FOUND IRON ROD AS NOTED
- o SET 5/8" IRON ROD & CAP (LB 801)
- o CONTROL/BENCHMARK AS DESCRIBED
- o CURB INLET GRATE
- o CATCH BASIN
- o STORM MANHOLE
- o SANITARY MANHOLE
- o SANITARY CLEANOUT
- o ELECTRIC MANHOLE
- o ELECTRIC METER
- o ELECTRIC RISER BOX
- o CABLE TELEVISION RISER BOX
- o TELEPHONE RISER BOX
- o UTILITY RISER
- o WIRE PULLBOX
- o WELL
- o WATER SHOOT
- o IRRIGATION CONTROL VALVE
- o WATER METER
- o FIRE HYDRANT
- o RECLAIM WATER VALVE
- o GAS VALVE
- o GAS METER
- o GAS LINE MARKER
- o CONCRETE UTILITY POLE
- o METAL UTILITY POLE
- o WOOD UTILITY POLE
- o UTILITY POLE GUY ANCHOR
- o LIGHT POLE
- o SPOT/GROUND LIGHT
- o ELECTRIC TRANSFORMER
- o WETLAND FLAG
- o BOLLARD
- o FLAG POLE
- o MAILBOX
- o HEDGE ROW
- o LINE BREAK
- o FENCE LINE AS NOTED
- o OVERHEAD UTILITY LINE
- o ROAD CENTERLINE
- o APPROXIMATE TIE OF SLOPE
- o EXISTING CONTOUR
- o FEMA FLOOD LINES

TREE LEGEND
(SIZE DENOTED INSIDE SYMBOL)

- o PALM



REVISIONS				
FB/PG	DATE	DRAWN	REVISION	OKD
22-24	05/24/22	MCD	ADDITIONAL TOPO PERFORMED	NOO

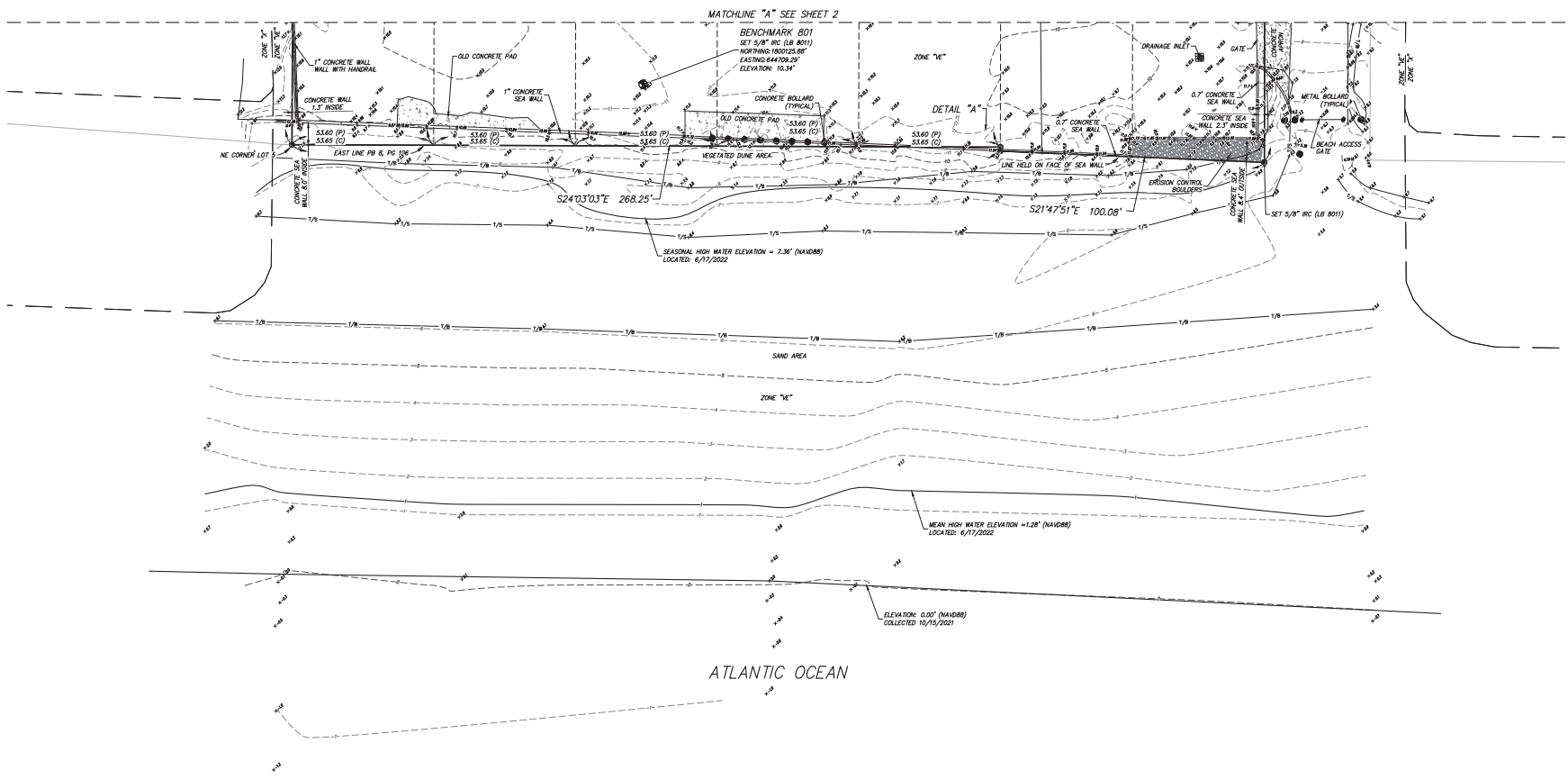
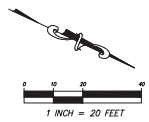
Dewberry

131 WEST KALEY STREET
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PHONE: 321.354.0025 FAX: 407.548.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

LOT 1-5, RE-SUBDIVISION BLOCK "G"
ORMOND PARKWAY SUBDIVISION
LOCATED IN SECTION 14, TOWNSHIP 14
SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY AND
TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM

FB/PG		FIELD DATE		PROJECT NO.	
2021 A / 4-6		05/13/2022		50140578	
DRAWING DATE	BY	APPROVED	SCALE	2 OF 4	
06/20/2022	MCD	WCD	N/A		



REVISIONS				
FB/PC	DATE	DRAWN	REVISION	OKD
22-24	05/24/22	MCD	ADDITIONAL TOPO PERFORMED	WCD

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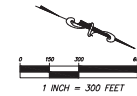
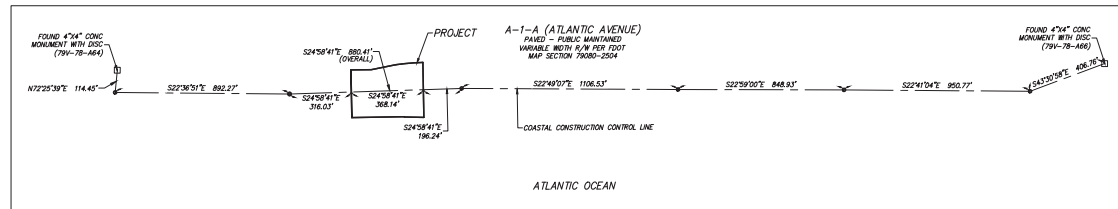
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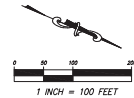
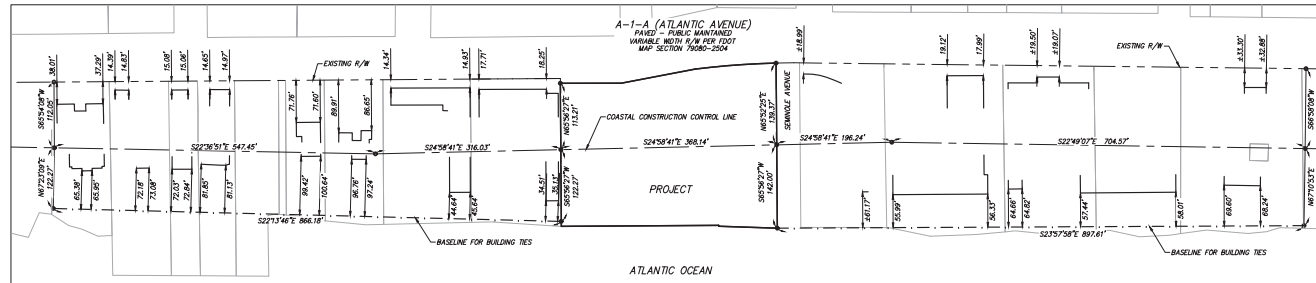
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2021 A / 4-6		05/13/2022		50140578	
DRAWING DATE	BY	APPROVED	SCALE	3 OF 4	
06/20/2022	MCD	WCD	N/A		

Drawing name: S:\251 S Atlantic_Corridor\251-Subdivision\251 Atlantic Ave_Subdivision\251-Subdivision.dwg SHEET 4 - EXHIBIT Jun 20, 2022 10:46am jef.mcdonough

COASTAL CONSTRUCTION CONTROL LINE (CCCL) EXHIBIT



BUILDING SETBACK EXHIBIT



AVERAGE SETBACK CALCULATION

Address	Description	Rear Setback (ft)
149 S Atlantic	Hotel - The Cove on Ormond Beach	68.24
187 S Atlantic	Hotel - Plantation Island	57.84
205 S Atlantic	Hotel - West Western	55.99
215 S Atlantic	Timeshare - Bluegreen Outrigger	61.17
251 S Atlantic	Project Location	
281 S Atlantic	Hotel - Days Inn	34.51
295 S Atlantic	Hotel - Quality Inn	44.64
305 S Atlantic	Residential	96.76
321 S Atlantic	Residential	99.42
325 S Atlantic	Vacant Residential	
333 S Atlantic	Residential	81.13
335 S Atlantic	Residential	72.03
345 S Atlantic	Residential	72.18
353 S Atlantic	Residential	65.38
Average Rear Setback		67.41

REVISIONS

FB/PC	DATE	DRAWN	REVISION	OKD
22-24	05/24/22	MCD	ADDITIONAL TOPO PERFORMED	WCD



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PLAT OF BOUNDARY AND
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FB/PC	FIELD DATE	PROJECT NO.	4 OF 4
2021 A / 4-6	05/13/2022	50140578	
DRAWING DATE	BY	APPROVED	
06/20/2022	MCD	WCD	SCALE N/A

1-5. STANDARD EXCEPTIONS.

- SURVEY NOTES:

13. LANDS DESCRIBED HEREON AND REFERENCED TO CHICAGO TITLE INSURANCE AGENCY COMMITMENT #016111784 ARE ONE IN THE SAME AS THE LANDS DESCRIBED AS THE "AS SURVEYED" PARCEL WITH NO GAPS, GORES OR OVERLAPS BETWEEN SAID PARCELS.
14. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
15. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 04/29/2022 PER FAC 5J-17.062(2).

(M) MEASUREMENT BASED ON FIBER

(N)	MEASUREMENT BASED ON FIELD OBSERVATIONS	SEC	SECTION	WOOD UTILITY POLE
(M)	MEASUREMENT BY LEGAL DESCRIPTION	CCR	CERTIFIED CORNER RECORD	WOOD UTILITY GUY ANCHOR
(T00T)	RE-RECORD FOR FLOOD DAMAGE	LS	LAND SURVEYOR	UTILITY POLE
(C)	CALCULATED BASED ON FIELD OBSERVATIONS	CM	CONCRETE MONUMENT	— SIGN
(P)	RECORD OF BUY MAPS, PLATS AND RECORDS	IR	IRON ROD OR CAP	
(F)	MEASUREMENT BY PLAT	IP	IRON PIPE	
LE	LENGTH	CR	CORNER MONUMENT AS NOTED	
E	ELEVATION	F	FOUND HAIL & DICK (H 1211)	
LR	LOCATED RECORDS	U	UNLESS OTHERWISE NOTED	
NO	NUMBER	S	SET HAIL & DICK (H 801)	
LS	LAND SURVEYOR	CR	CORNER ROD & CAP AS NOTED	
ID	IDENTIFICATION	U	UNLESS OTHERWISE NOTED	
ORR	OFFICIAL RECORDS BOOK	F	FOUND IRON ROD AS NOTED	
R	RADIUS	S	SET 5/8" IRON ROD & CAP (R 801)	
E	END LENGTH	C	CORNER BENCH/MARK AS DESCRIBED	
Δ	Δ (CENTRAL ANGLE)	GR	GRASS PILET GRATE	
CB	CORNER BEARING	C	CATCH BASIN	
CLF	CHAIN LINK FENCE	S	STORM MANHOLE	
P.O.C.	POINT OF COMMENCEMENT	M	MANTARY MANHOLE	
P.B.	POINT OF BEGINNING	S	SANITARY CLEAUNOUT	
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	E	ELECTRIC MANHOLE	
DP	DUCTILE IRON PIPE	E	ELECTRIC METER	
PVC	POLYVINYL CHLORIDE	R	ELECTRIC RISER BOX	
CMF	CORROGATED METAL PIPE	C	CABLE TELEPHONE RISER BOX	
RP	REINFORCED CONCRETE PIPE	T	TELEPHONE RISER BOX	
NAD	NORTH AMERICAN DATUM	R	RISER FROM CONTROL VALVE	
PR	PLAT BOOK	W	WATER METER	
OR	OFFICIAL RECORDS BOOK	W	WATER VALVE	
PA(S)	PAGE(S)	F	FIRE HYDRANT	
N/R	NORTH OF WAY	U	UNLESS UTILITY POLE	
E	EASEMENT	M	METAL UTILITY PIPE	

 **Dewberry**
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VOLUSIA COUNTY, FLORIDA

ORMOND BEACH HOLDINGS, LLC

FB/PG		FIELD DATE		PROJECT NO. 50140578	2 OF 3
2021 A / 4-6		05/24/2021			
DRAWING DATE	BY	APPROVED		SCALE N/A	
04/29/2022	MCD	WDD			

VICINITY MAP
SCALE: 1"=200'

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

[illegible]

PLAT OF BOUNDARY AND
TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM

FB/PG		FIELD DATE		PROJECT NO. 50140578	1 OF 4
2021 A / 4-6		05/24/2021			
DRAWING DATE		BY	APPROVED	SCALE N/A	
10/22/2021		MCD	WDD		



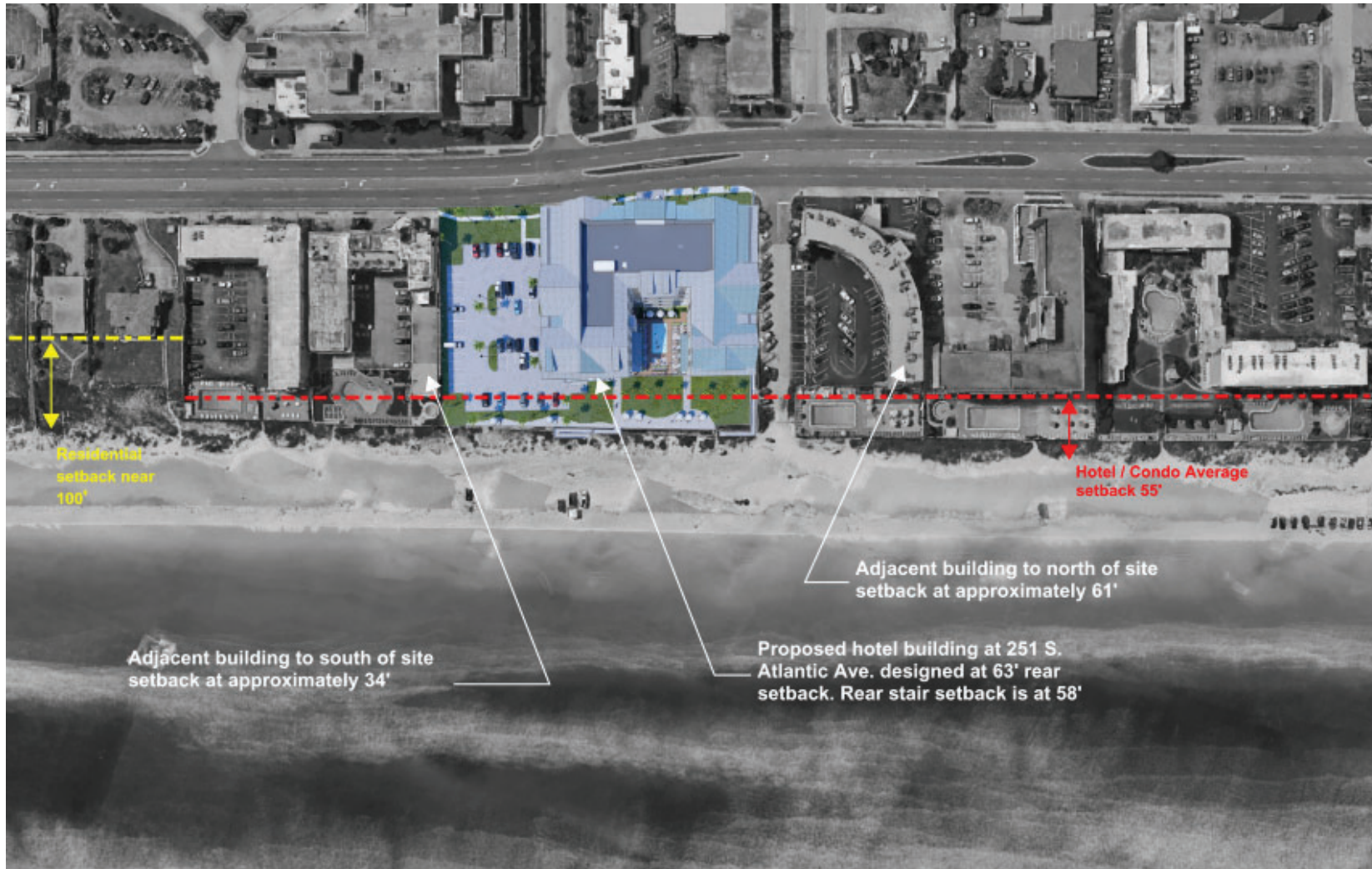
Residential
setback near
100'

Adjacent building to south of site
setback at approximately 34'

Proposed hotel building at 251 S.
Atlantic Ave. designed at 63' rear
setback. Rear stair setback is at 58'

Adjacent building to north of site
setback at approximately 61'

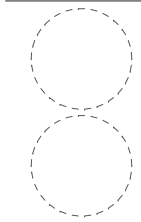
Hotel / Condo Average
setback 55'



619 S. CEDAR STREET
SUITE B
CHARLOTTE, NC 28202
WWW.STUDIOZ-ARCHITECTURE.COM

ORMOND BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE 90% SET
ISSUE DATE 08.03.2022

REVISIONS

#	REVISION TITLE	DATE

SHEET INFO

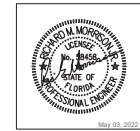
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CHECKED BY Checker

SHEET TITLE

AERIAL SITE
RENDERING

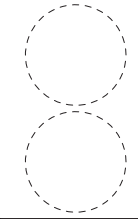
DRAWING NUMBER

A900



ORMOND
BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE: SITE PLAN APPROVAL
ISSUE DATE: 01/21/2022

REVISIONS

REVISION TITLE DATE
1. PFC / PNC COMMENTS 5/2/2022

SHEET INFO

SCA PROJECT # 21086

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CHECKED BY: AW

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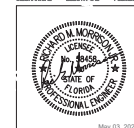
SITE
LIGHTING
NOTES AND
SCHEDULES

DRAWING NUMBER

PH01

- GENERAL NOTES
- ALL LEOS ARE TO BE PNC APPROPRIATE AND TURTLE FRIENDLY AFTER.
 - FIXTURES TO BE MARINE GRADE ALUMINUM OR BRASS FOR CORROSION RESISTANCE.
 - ALL UNITS MUST HAVE L70 TESTING TO 70,000 HOURS.
 - ALL FINISHES TO BE VERIFIED WITH LANDSCAPE ARCHITECT, CIVIL ENGINEER, BUILDING ARCHITECT AND OWNER PRIOR TO ORDER.
 - LANDSCAPE ARCHITECT AND OWNER TO HAVE FINAL AIMING COORDINATION ON ADJUSTABLE UNITS.
 - ALL POLE MOUNTED FIXTURES TO HAVE PNC SHIELDING AND MAY REQUIRE CUSTOMIZED SHIELDS TO BE DECIDED ON A CASE BY CASE BASIS.
 - ALL FIXTURES TO BE ON ASTRONOMICAL TIMERS LOCATED IN THE MAINTENANCE AREA.
 - ALL EXTERIOR PARKING LOT AREA LIGHTING TO BE ON SEPARATE TIMER FROM INTERIOR PARKING.
 - SOME FIXTURES MAY REQUIRE ADDITIONAL MOUNTING CONSIDERATIONS WHICH MAY BE SEPARATE FROM THE FIXTURE SPECIFICATION.

Schedule		Quantity	Manufacturer	Catalog Number	Description	Number of Fixtures	Approx. Height (ft)	Light Level (fc)	Notes
BL	27	Hydrex	27000	27000	27000	1	125	1	47.88
SL	102	HYDREX	27000	27000	27000	1	61	1	2.88
S4 TWIN	4	Ultravite Lighting	27000	27000	27000	1	6007	1	197.2
S4	17	Ultravite Lighting	27000	27000	27000	1	2013	1	33.89
PB	29	StreetLight Manufacturing	27000	27000	27000	1	1420	1	68
WS	23	BGA North America	27000	27000	27000	1	218	1	11.14



ORMOND
BEACH
HOLDINGS, LLC

SEALS

PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC
RESIDENCE INN - #58636
251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE
ISSUE DATE
REVISION TITLE
DATE

REVISIONS

REVISION TITLE
DATE

SHEET INFO

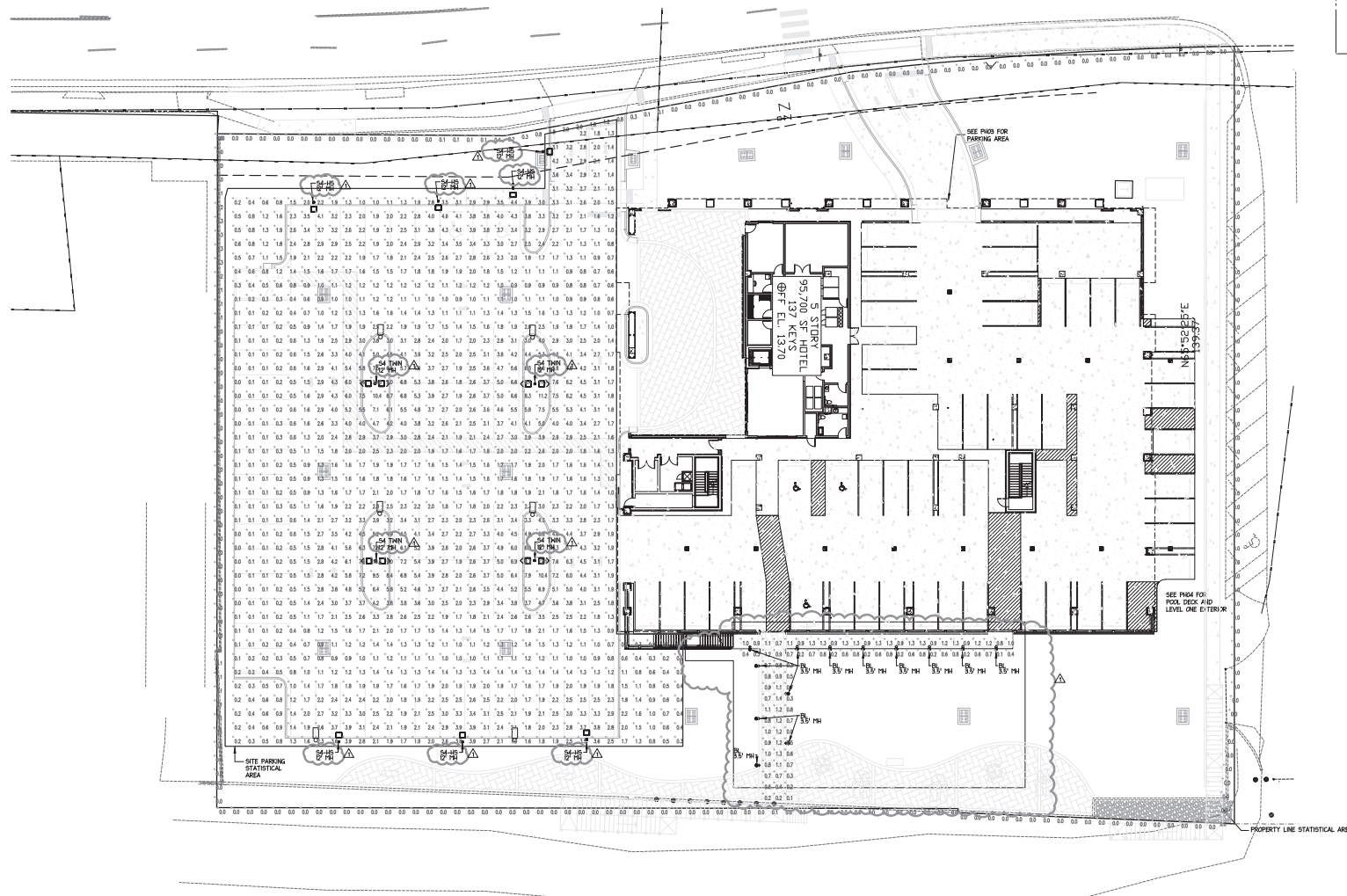
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DRAWN BY
CHECKED BY

SHEET TITLE

LIGHTING
PHOTOMETRIC
SITE / DECK
AREAS

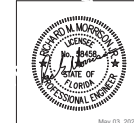
DRAWING NUMBER

PH02



Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
SITE PARKING & BLDG	+	2.3	12.1 fc	0.0 fc	N/A	N/A
BEACH SIDE WALKWAY	+	0.8 fc	1.4 fc	0.1 fc	14.0:1	8.0:1
PROPERTY LINE	+	0.1 fc	2.0 fc	0.0 fc	N/A	N/A
ADJ. PARKING	+	2.0	10.5 fc	0.0 fc	N/A	N/A

1 SITE LIGHTING PLAN
1/16"=1'-0"



ORMOND
BEACH
HOLDINGS, LLC

SEALS

PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE: SITE PLAN APPROVAL SUBMITTAL
ISSUE DATE: 04.28.2022

REVISIONS

REVISION TITLE: RFP / PNC COMMENTS
DATE: 5/2/2022

SHEET INFO

SEA PROJECT # 21086

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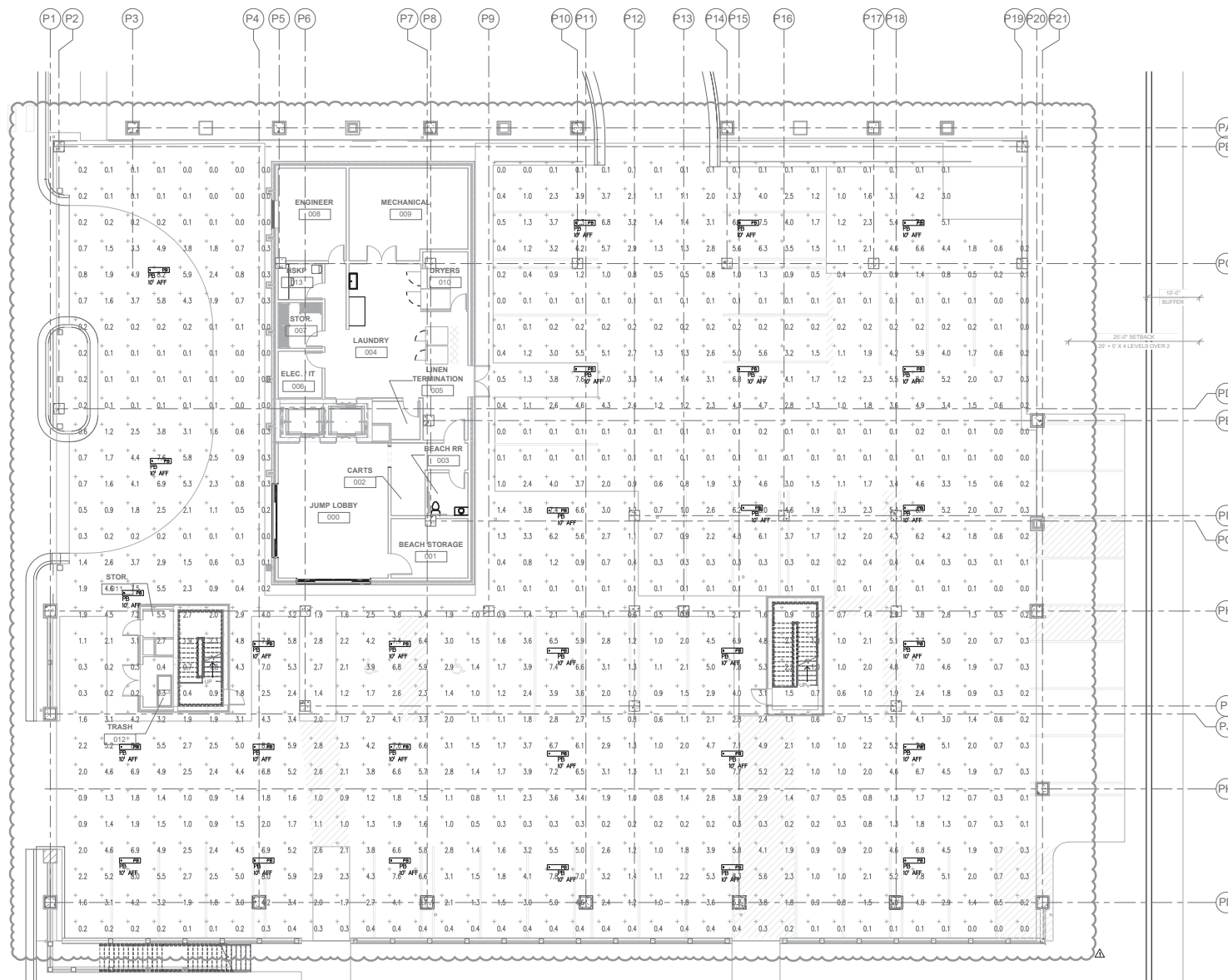
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SHEET TITLE

PARKING
GARAGE
LIGHTING PLAN -
LEVEL P1

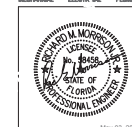
DRAWING NUMBER

PH03



1 PARKING GARAGE LIGHTING LAYOUT
1/8"=1'-0"

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Parking Garage	+	2.0 fc	8.3 fc	0.0 fc	N/A	N/A



ORMOND
BEACH
HOLDINGS, LLC

SEALS

PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC
RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE	SITE PLAN APPROVAL SUBMITTAL
ISSUE DATE	01.31.2022

REVISIONS

#	REVISION TITLE	DATE
1	FDEP / FWC COMMENTS	5/2/2022

SHEET INFO

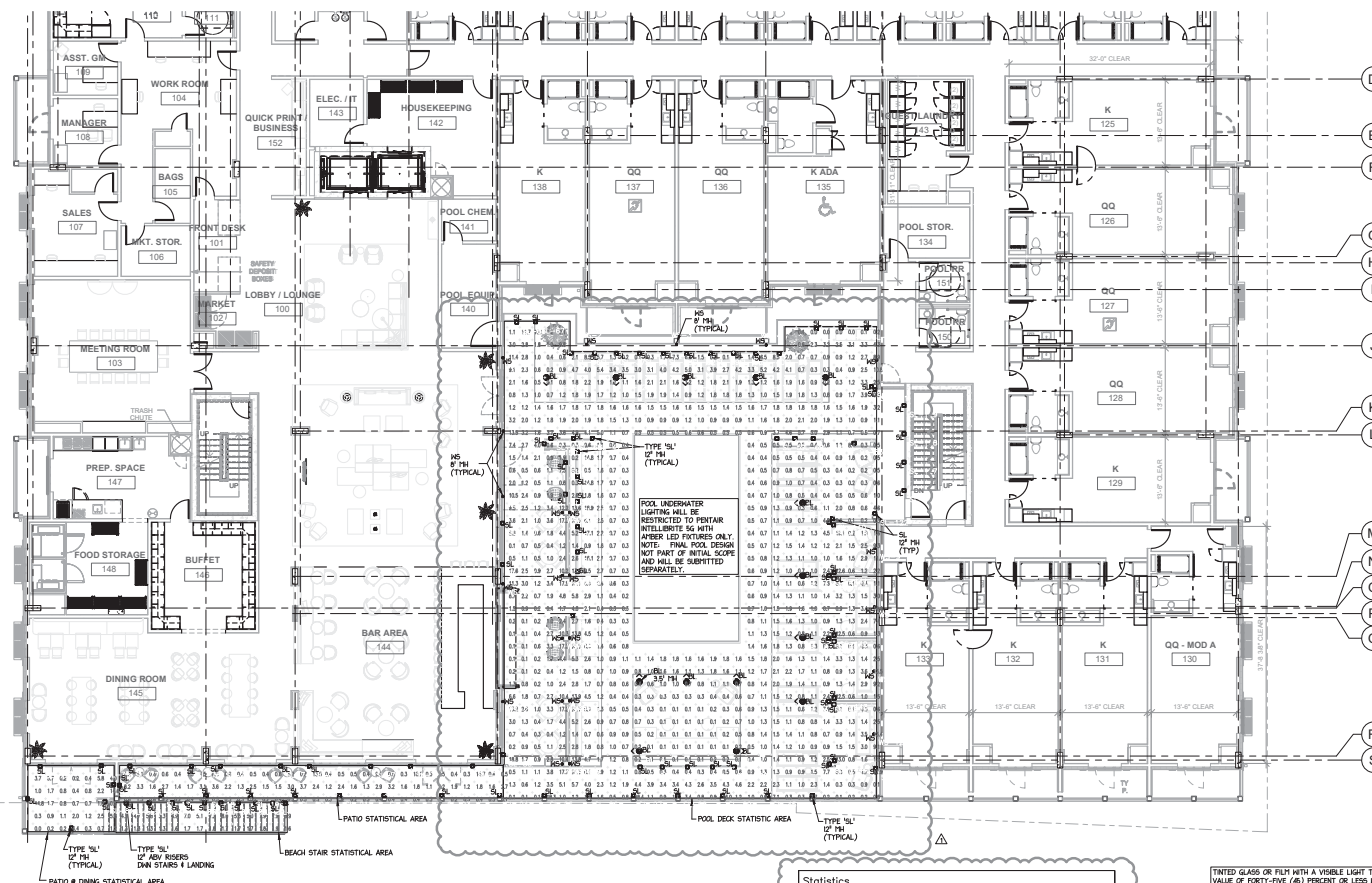
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SHEET TITLE

POOL DECK
LIGHTING
PLAN -
LEVEL 1

DRAWING NUMBER

PH04



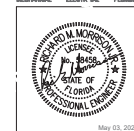
1 POOL DECK LIGHTING LAYOUT - LEVEL 1
1/8"=1'-0"

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/M
Beach Stairs	+	3.9 fc	8.9 fc	1.3 fc	6.8:1	3.0:1
Patio @ Dining	+	2.4 fc	14.8 fc	0.0 fc	N/A	N/A
Patio Area	+	1.8 fc	18.2 fc	0.1 fc	182.0:1	18.0:1
Pool Deck	+	2.7 fc	24.3 fc	0.0 fc	N/A	N/A

TINTED GLASS OR FILM WITH A VISIBLE LIGHT TRANSMITTANCE VALUE OF FORTY-FIVE (45) PERCENT OR LESS WILL BE APPLIED TO ALL GLASS WINDOWS, DOORS AND WALLS WITHIN LINE OF SIGHT OF THE BEACH. SPECIFIED GLAZING HAS A VISIBLE LIGHT TRANSMITTANCE VALUE OF 16% TO ADDRESS INTERIOR LIGHTING IMPACT ON MARINE TURTLES AND TO COMPLY WITH LOCAL ORDINANCES.

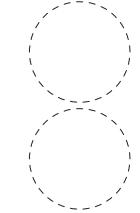
ANY ILLUMINATED SIGNAGE WILL NOT BE MOUNTED WITHIN LINE OF SIGHT OF THE BEACH AND WILL BE ON THE LANDWARD SIDE ONLY.

NOTE: ILLUMINATED SIGNAGE IS NOT PART OF INITIAL SCOPE AND WILL BE SUBMITTED SEPARATELY.



ORMOND BEACH HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC
RESIDENCE INN - #58636
251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE	DATE	REVISION TITLE	DATE
ISSUE DATE	04.21.2022		

REVISIONS

#	REVISION TITLE	DATE
1	REP / PNC COMMENTS	5/2/2022

SHEET INFO

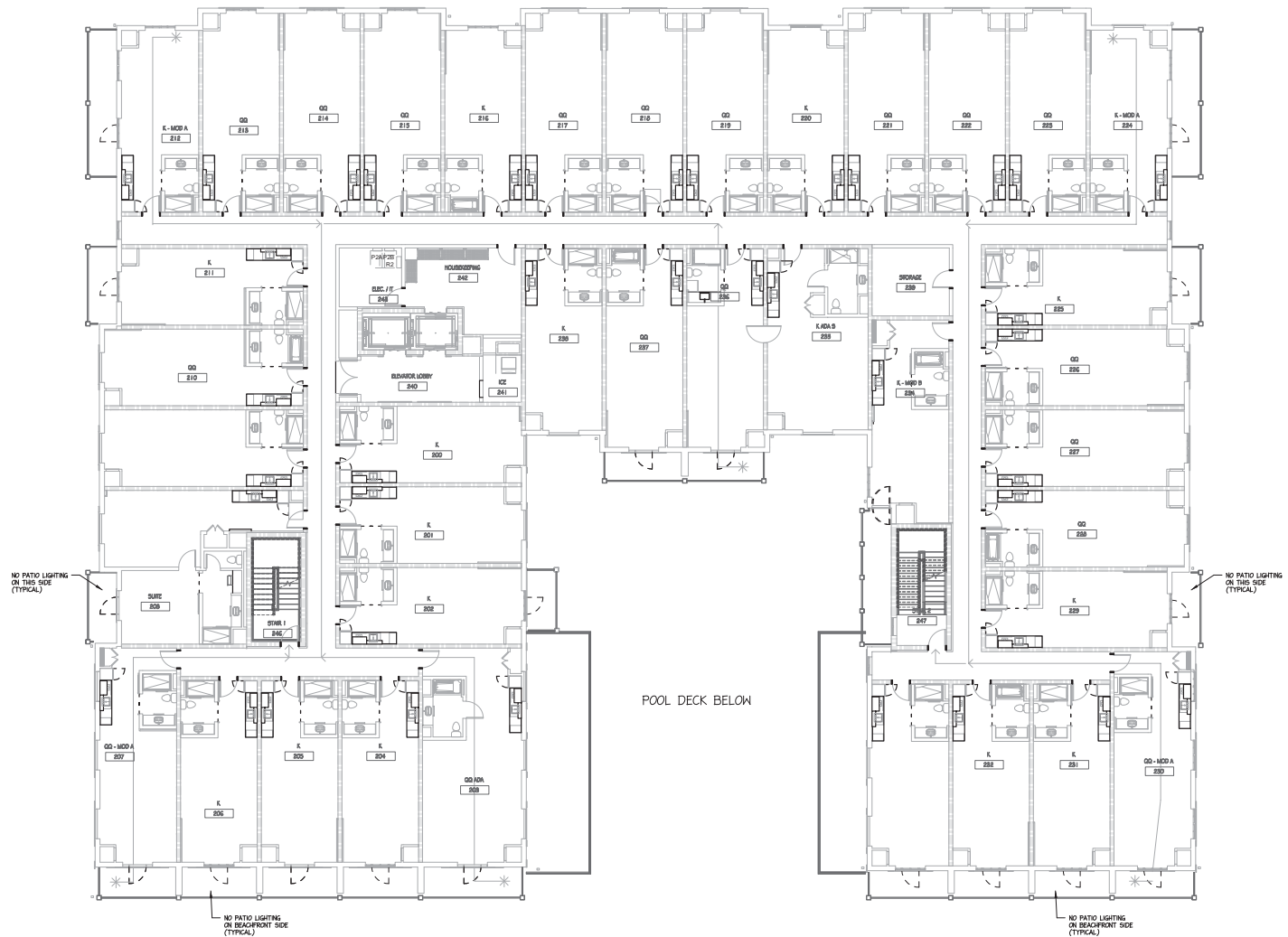
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LIGHTING PLAN - LEVEL 2

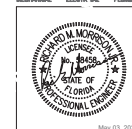
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PH05



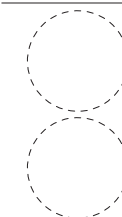
1 EXTERIOR LIGHTING LAYOUT - LEVEL 2
1/8"=1'-0"

ADDED SHEET



ORMOND
BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE	SITE PLAN APPROVAL SUBMITTAL
ISSUE DATE	01.31.2022

REVISIONS

#	REVISION TITLE	DATE
1	FDEP / FWC COMMENTS	5/2/2022

SHEET INFO

SZA PROJECT # 21000

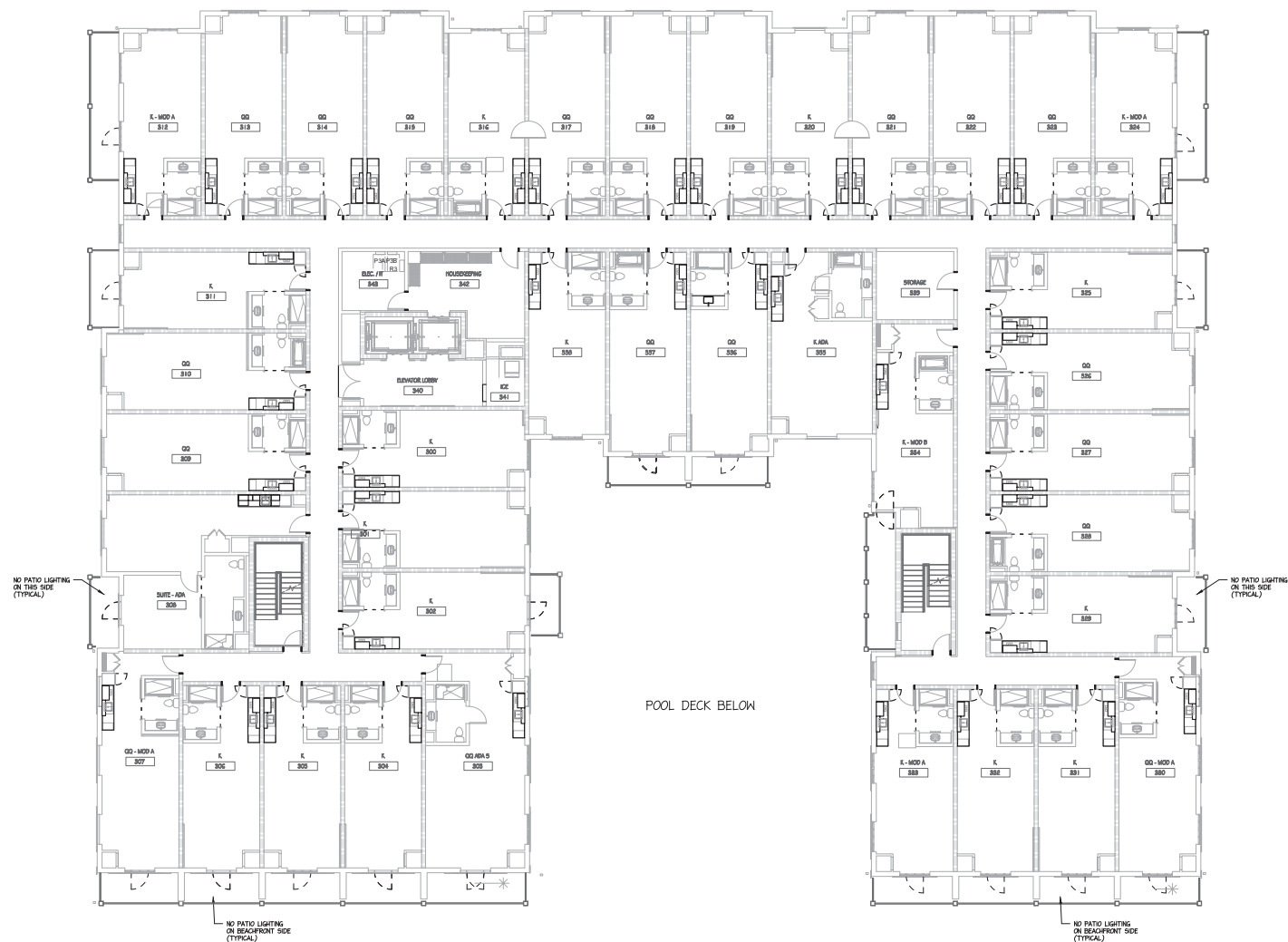
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SHEET TITLE

LIGHTING
PLAN -
LEVEL 3

DRAWING NUMBER

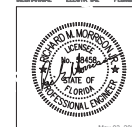
PH06



1 EXTERIOR LIGHTING LAYOUT - LEVEL 3

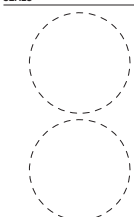
ADDED SHEET

PH06



ORMOND
BEACH
HOLDINGS, LLC

SEALS



PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE	SITE PLAN APPROVAL SUBMITTAL
ISSUE DATE	01.21.2022

REVISIONS

#	REVISION TITLE	DATE
1	FDEP / FWC COMMENTS	5/2/2022

SHEET INFO

SZA PROJECT # 21000

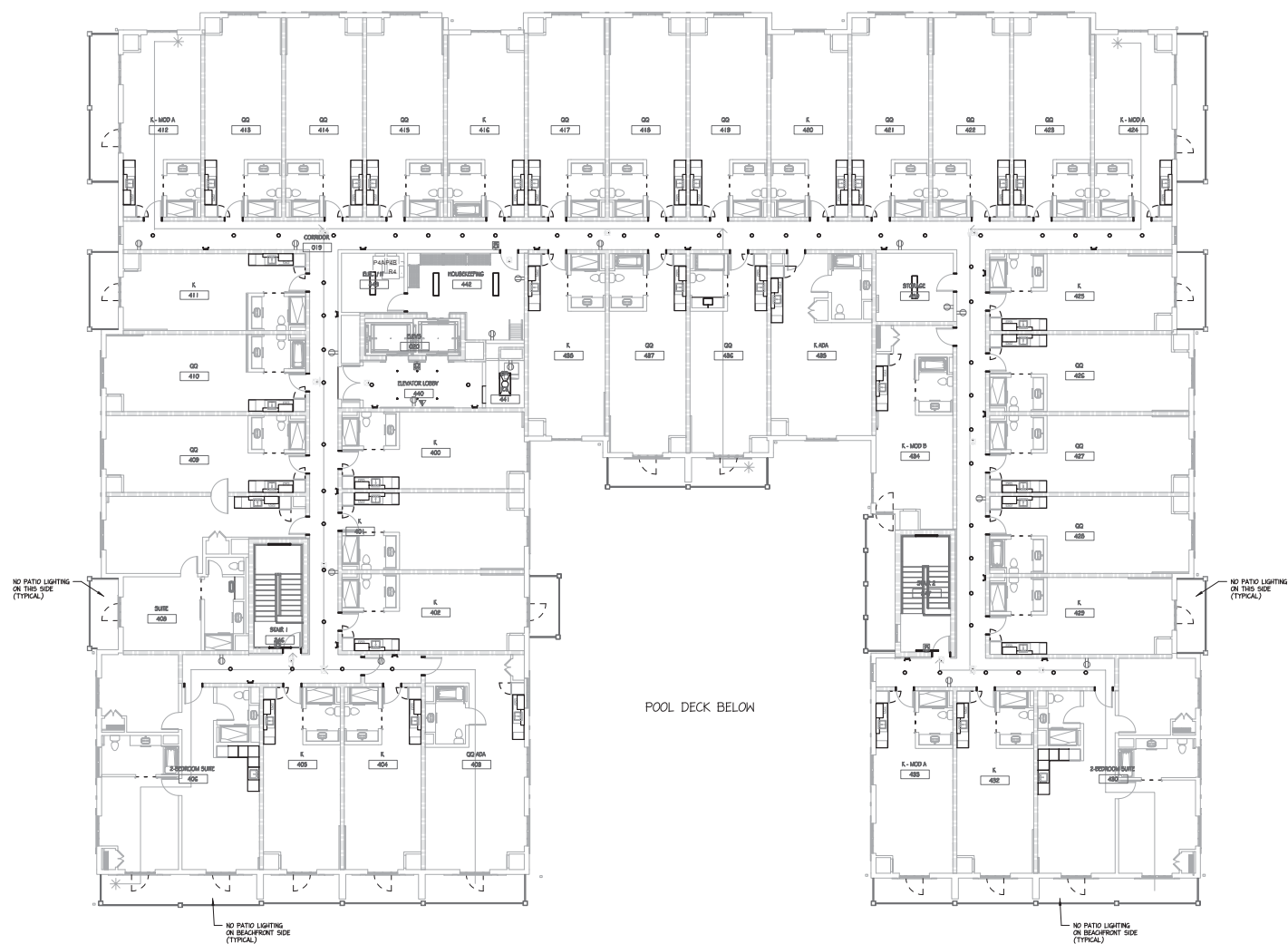
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CHECKED BY AM

SHEET TITLE

LIGHTING
PLAN -
LEVEL 4

DRAWING NUMBER

PH07



1 EXTERIOR LIGHTING LAYOUT - LEVEL 4

ADDED SHEET

DRAFT

Planning Board minutes from December 5, 2022

ITEM:

PBD 2022-018(B)(2) – Issue of a Development Order, Ormond Beach Holdings LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue

V. PRESENTATIONS

Mr. Spraker, Planning Director, introduced the presentation to thank Commissioner Tolland and Commissioner Briley for their service on the Planning Board. Each Planning Board member also thanked Commissioner Tolland and Commissioner Briley for their contributions to the Planning Board. Commissioner Tolland and Commissioner Briley each expressed gratitude to the Planning Board members.

VI. 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).

VII. APPROVAL OF MINUTES

October 13, 2022

Mr. Galloway moved to approve the October 13, 2022 Minutes. Ms. Shull seconded the motion. The minutes were unanimously approved.

VIII. PLANNING DIRECTOR'S REPORT

There was no Planning Director's report.

IX. PUBLIC HEARINGS

A. LUMA 2022-018(A): Small-Scale Comprehensive Plan Land Use Map amendment, 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 S. Atlantic Avenue

Mr. Spraker, Planning Director, explained the agenda topics associated with the Ormond Beach Holdings, LLC applications, starting with the first agenda item, the land use amendment for the properties at 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 S. Atlantic Avenue. The second and third items are for a zoning map amendment and an issuance of a development order, for the proposed hotel. He continued that the fourth item is a zoning map amendment to R-3 which impacts portions of aforementioned properties. The fifth and final item to be presented is the preliminary plat review for 15 proposed single-family homes. Mr. Spraker concluded that each item will be presented and voted on in order and separately.

Mr. Steven Spraker, Planning Director, explained the process and request for LUMA 2022-018(A), a Small-Scale Comprehensive Plan Land Use Map amendment for approximately 4.25 acres located at 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue from "Public/Institutional" to "Low Intensity Commercial" for approximately 0.76 acres and from "Public/Institutional" to "Low Density Residential" for approximately 3.49 acres. Mr. Spraker explained the process of a land use amendment, beginning with the administrative staff review with the Site Plan Review Committee (SPRC). A neighborhood meeting was held September 14, 2022, and today the application is reviewed by the Planning Board as an advisory

board to the City Commission. The City Commission meeting is planned tentatively for January 10th and January 24th, 2023. The land use amendments go to the Volusia Growth Management Commission and the Department of Economic Opportunity.

Mr. Spraker stated that the subject property was a 114,000 square foot-former hospital. The hospital has since been demolished and it is vacant land and the parking lots remain.

Mr. Spraker explained that every property has a land use and a zoning and how the land use is the vision of what the future property is going to be without a specific site plan. Looking at it today, the property was a former hospital and has a "Public/Institutional" land use, which did not allow residential density and had a Floor Area Ratio (FAR) of 0.8. He continued that the zoning for the property had a mixture of B-1, Office/Professional, Hospital, and R-3, Single-Family Residential. Mr. Spraker added that the land use is the focus in the current application. He further explained the proposed land use amendment. The proposed "Low Intensity Commercial" density allows 10 units per acre, with a Floor Area Ratio (FAR) of 0.6. The applicants are seeking a parking lot in the "Low Intensity Commercial" proposed land use area. The remainder of the land area is sought for "Low Density Residential" and allows up to 4.3 units per acre with a Floor Area Ratio (FAR) for residential and institutional uses 0.2. Mr. Spraker expounded on how the land use provides a framework of the uses and densities with no construction details to go onto the zoning map amendment and issuance of a development order and preliminary plat. South Atlantic Avenue is part of the City's transportation concurrency exception area and is exempt from traffic concurrency. Mr. Spraker concluded that staff recommends approval.

Chairman Thomas opened it up to the Board for discussion and questions.

Board questions:

Ms. Shull asked for explanation of the exemption of traffic concurrency. Mr. Spraker replied that the State of Florida established regulations for Dense Urban Land Areas (DULAs) and cities of certain sizes could be exempt from transportation concurrency. The City elected to use the multimodal corridors which are the areas that have public bus services. He concluded that State Road A1A, portions of Granada Boulevard and U.S. Highway 1 are multimodal corridors and exempt from concurrency.

Chairman Thomas stated that there is no hope of getting an emergency care center with confirmation that the property has already been purchased. Mr. Spraker detailed the way land use and zoning and property rights work, and how there is a menu of land use and choices. The city does not dictate what goes where, as it is the applicant's choice based on the market and what they seek to construct is consistent with the zoning district allowances.

Attorney Hayes further explained that there is a menu of choices and it is the property owners right on which of those available uses the applicants proposes for development, and once the determination is made, from there it goes to the Site Plan Review Committee (SPRC), who makes the recommendation to the Planning Board. He explained the basis of the decision making, considering certain legal criteria in the adopted land development regulations against which when the applicant comes before the Board, and then to the City Commission, that the evidence and facts will need to be weighed to evaluate if the application meets the legal criteria. Attorney

Hayes concluded that there are different criteria for land use, zoning and development orders.

Mr. Galloway commented that in his business, the interest has been to get a 'doc-in-the-box' between the cities of Daytona Beach and Ormond Beach, and was told was that the closest demographics that type of business will come to in the beachside area is along Granada Boulevard.

Chairman Thomas opened up the public hearing for those interested in speaking on the item.

Applicant's presentation

Mr. Rob Merrell III, P.A., Cobb Cole Attorneys at Law, 139 S. Ridgewood Avenue, introduced the group working on the project from Cobb Cole Attorneys at Law, Mr. Adam Plous, property owner, Contender Development, Parker Mynchenberg & Associates, Studio-Z Architecture, and Lassiter Transportation Group. Mr. Merrell stated that the subject property at one time was the Alaskan Motel, The Quality Inn, and the hospital. He added that he too feels that healthcare on the beachside is important, but the client purchased the property with the idea of primarily building a hotel. He continued that a portion of the property across the street is proposed to be ancillary parking for the hotel. It was decided to continue the neighborhood across the street from the hotel to A1A for the remainder of the property on the west side and commented that this will be more welcome to the area than what else could have been put in.

Mr. Chris Sandkuhler, Architect, Studio-Z Architecture, displayed a presentation video of the proposed hotel and property. He added that his firm has over 30 years of experience designing hotels, specifically along the Atlantic coast. Mr. Sandkuhler reviewed the project of a 137-room, 5-story, custom-oceanfront hotel, Residence Inn by Marriott. The interior and exterior of the hotel will be fully custom, meaning that no other hotel in the world will look like this hotel. It will feature an elevated pool deck, onsite parking of 108 spaces with approximately 60 ancillary parking spaces across the street for peak-demand times of the year. Mr. Sandkuhler continued that hotel residents will have a private beach access walkway and dune walkover parallel to the beach amenity deck/indoor-outdoor bar. On the north side of the site, some land will be deeded to Volusia County to provide a new beach access approach with a sidewalk and dune walkover structure along the Seminole beach approach. The hotel was oriented on the north side of the site to maintain as much as the view corridor as possible. Mr. Sandkuhler explained the vegetation including the palm trees, and proposed Florida Department of Transportation (FDOT) public crosswalk in further detail. The architecture design was described as coastal-Florida with hints of Victorian design with exposed rafter tails, standing seam metal roof, fiber cement, brick, vertically-oriented traditional windows, railing and a metal roof, which are aesthetic requirements of the City of Ormond Beach.

Mr. Scudiero commented on the large number of parking spaces for the hotel including the ancillary parking and it was determined that it is the requirement. Mr. Sandkuhler suggested that the parking could assist large families staying for more than a night and/or RVs or trailers in tow.

Mr. Jorczak asked how many parking spots are directly underneath of the hotel and inquired about conference room space. Mr. Sandkuhler answered between 50-60 parking spaces underneath, with 108 spaces total onsite, and explained that there is a

conference room but is unsure of its structure at this time. Mr. Jorczak referenced the recent hurricanes and inquired about the reinforcement plans for the building. Mr. Sandkuhler reassured that there are plans in place for the existing seawall as well as the addition of a secondary gravity seawall behind it for an extra layer of protection for potential flooding or tidal drift from the ocean. The structure will be concrete with augered-cast piling structuring with deep concrete piers extended into the ground and bedrock.

Ms. Shull inquired about the existing public beach access that is there currently. Mr. Merrell replied that the Seminole beach approach will be enhanced collaboratively with Volusia County.

Chairman Thomas asked how old the seawall is. Mr. Merrell was not certain but reiterated that another seawall will be installed behind it to protect the property. He concluded that the project should be viewed as an investment and welcomed addition to the area. The hotel will bring customers to the restaurants and be a new hotel for residents' families to stay.

Mr. Jorczak remarked on the proposed 15 lots across the street of the proposed hotel and commented that the lots appear larger than the existing lots in the subject property area. Mr. Merrell commented that they are larger in the manner that they are laid out. Mr. Jorczak inquired about number of lots proposed and it was determined that the applicants are under the density allowed and did it in a marketable-approach.

Chairman Thomas opened the public hearing back up for audience comments

Audience Comments

Mr. Scott Studner, 321 S. Atlantic Avenue, inquired about the parking lot on the west side of A1A. He stated that he lives three doors south of the proposed hotel, on the east side of A1A. He asked if it is binding that it stays a parking lot into the future or if it is possible to be developed into a commercial enterprise. He asked how the residential units will be developed, if it will be by a builder and if the lots will be sold for buyers to bring their own builders. Mr. Studner also asked if there was going to be a crosswalk between Beachside Johnny's Bar & Grill, and the intersection of Valencia Drive and Magnolia Drive. He added that he feels that the intersection of Valencia Drive and Magnolia Drive is a better spot to put the crosswalk because all of the houses in that area walk across the parking lot to go to the beach approach. He stated that with the proposed houses, people will be unable to walk through yards to walk to the newly created crosswalk. He suggested that if the people that come down Arlington Drive are concerned about a traffic light there to cross the street that they can go to the fire station.

Mr. Studner suggested a camera surveillance system at the remote parking lot as currently the existing parking lots are used for campers that leave garbage in the morning. He commented that he hoped for a portable Emergency Room (ER)/Doc-in-a-box as Mr. Galloway had mentioned prior. Mr. Galloway replied elaborating that it is a matter of getting someone to put one in and said that their business contacted six of them but that the demographics are not there to justify it. Mr. Studner concluded that he strongly endorses the project and remarked that it will be a great addition to the beachside area and can see participating in it with going to the hotel bar and bringing out-of-town guests there.

Ms. Nan Godwin, 204 Ormond Parkway, stated that she lives directly behind where the house construction will take place. She added that she is happy about the proposed

project as it will help the situation with the homeless taking up residence behind her house. She reviewed her list of questions ranging from if there will be restaurants and retail there, if the entrance of the axillary hotel will be on Ormond Parkway, to the construction timeline and who the builder is, and if the property can be sold again prior to the current proposed project. Ms. Godwin expressed her concern with the parking lot access being off of Ormond Parkway with the Dunkin' Donuts being on that street, with the congestion of customers going in and out. She suggested that the parking lot entrance be on A1A. Chairman Thomas remarked that the applicant will have a lot of money invested in the proposed project and does not foresee them selling. He stated that Mr. Merrell will answer all questions following audience participation.

Mr. Rob Keeler, 204 Magnolia Drive, remarked that he is in favor of the project but has concerns. He stated that he did not attend the neighborhood meeting but came across architectural renderings on the proposed residential project and has concerns about the building height requirements and location of buildings and where they face. Mr. Keeler added that he lives directly behind the existing parking lot located at 300 S. Atlantic Avenue. He expressed concern with the upkeep of that property at the current time as it has been lacking with a lot of trash that blows out into the street. He added concerns about street lighting and parking for the other homes. Mr. Keeler inquired about the FDOT crosswalk access, questioning if it will be a pedestrian controlled beacon or not. He asked if there would be a community wall between the current and new residents, and if it will be owned by a single-owner or sold off. Additional inquiries were if it would be controlled by a HOA or allowed for short-term rental businesses. Others concerns expressed with how construction staging and traffic will impact Magnolia Avenue. Mr. Keeler asked about the March 2017 traffic study prior to the hospital demolition, expressing the concern with the traffic count.

Ms. Candace Keeler, 204 Magnolia Drive, stated her concerns, beginning with her not receiving the abutter letter for the neighborhood meeting regarding the property proposal details. She continued that she found the information out by a neighbor and her husband reached out to the attorney firm that is working with the developer. Ms. Keeler explained that they are heavily impacted by the property located next door to their home, but are not opposed to the proposed hotel development. She expressed concern about the residential homes and water retention, water/drainage issues, traffic flow, and seeing the design renderings, square footage, and resale of the homes. She asked if the homes would be one-owner, multiple owners, real estate development firms, airbnbs or timeshares. Ms. Keeler remarked that they want to be sure that there is a barrier between them and whatever property is next to them. She explained that their home was broken into where vagrants took up occupancy in their home for 24 hours and have concerns with the property next door not being properly maintained, stating that they have rats, snakes and overgrowth of vegetation that are not being addressed. Ms. Keeler concluded that they are concerned with the fact that things are not being addressed now and wonders how they are going to be able to communicate with the developer when the project is underway.

Ms. Kimberly Campbell, 251 S. Halifax Drive, stated that she is in favor of the project and thinks that it will be a great addition to the community and added that she has been a resident of the city since 1974. Ms. Campbell continued that she is a realtor and designer in the community and feels that the growth is a positive for the community. She stated that her concerns have been addressed but reiterated that the traffic flow and drainage are of the most concern. She added that a current traffic

study should be done. The traffic most detrimental to the residents is from Dunkin' Donuts. Ms. Campbell remarked that during high school hours she noticed that the kids use Ormond Parkway to cut through and speed to avoid traffic on Halifax Drive or A1A going north.

Ms. Lee Dunkel, 94 Ormond Parkway, proposed that the Board discuss and consider climate change matters and what is happening with it in the area. She continued that the cost of continuing to do the same thing over and over, year after year, is going to become extremely costly for the residents and our community. She stated that while her home or the Board's homes may not have sustained hurricane damage, it does not mean that there have been no costs associated. There are clean-up costs, repair to infrastructure costs, damage to businesses, tourism industry, landscaping, in which everyone pays the repairs for, along with higher insurance fees, taxes, and gain higher stress levels, isolation, depression, insecurity, fear of the next season and what that may bring. Ms. Dunkel commented that she laughingly tells her friends, family and neighbors, that if she was 21 years old, she would not buy or build a home on the peninsula as it is a barrier island and will disappear as some have started to disappear in North Carolina and other parts of the country. She remarked that she is planting a seed, as no one seems to understand that all of this may disappear.

Mr. Glenn Lowry, 97 Valencia Drive, stated that he moved here five years ago and watched when the hospital was torn down and hoped that there would be a park there in the open space. He commented that the development of the 15 houses would be great. He added that Marriott Residence Inn currently has 30 brands and if he were to pick a favorite, he would pick the design proposed. Mr. Lowry stated that he would use the crosswalk as he is an avid beachgoer. He expressed his satisfaction with the design and quality of the project.

Mr. Bill Treaster, 90 Magnolia Drive, commented that he is pleased with most of the project but questions the housing in the neighborhood on how many will be two-story versus single-story and inquired on how it will be determined. He asked if the restaurant and bar for the hotel will be open to the public or private for the occupants. Mr. Treaster inquired about the L-shape at Magnolia Drive on the plans.

Ms. Caj Pinero, 176 Seminole Avenue, stated that they moved into their house Friday the 13th in 2000 and at that time there was a hotel on the proposed hotel property until the hurricanes took it away. She added that she has no problem with there being another hotel there but does have a problem with the rodents that came from the property site. She asked if something can be done to manage the rodents when doing construction. Ms. Pinero expressed concern with the building of two-story housing with hurricanes and shadowing. She is glad to hear of the building height limitations of the hotel. Ms. Pinero asked if the new houses will be affordable-housing as there are a lot of people on fixed incomes, and asked if they will be rental properties or if they will be bought as homes. She added that she did not receive a notice about the neighborhood meeting but understood that it could be due to having a new mail carrier and is not overly concerned with that part. She remarked that she did recently get the last certified letter from the City's Planning department that was sent out regarding the project. Ms. Pinero thanked the Board for accepting the input of the community and expressed her happiness to share.

There was question as to the timing of the other residents' comments and Attorney Hayes reiterated that the first piece of the project is the land use map amendment and is not into the actual development which will come later. He added that it is more

appropriate to have comments regarding particular items at the time of their spot on the agenda. Attorney Hayes did not see a problem with the public speaking now, he said, being that there were no legal issues with those wanting to speak about the project at the current time, as long as the applicant does not have issues with it and each of the items are considered on their own merits based on the criteria for those items.

Ms. Christine Uranaka, 155 Arlington Way, remarked that she feels more erosion studies are required in light of the recent hurricanes. She commented that the video of the proposed hotel and property was gorgeous with 200 feet of beach that does not exist. She stated that the baby-of-a-hurricane that the area just had did damage and how Fort Myers was demolished with a category 4 hurricane. Ms. Uranaka suggested that these matters be taken into consideration before rushing into building the hotel. Erosion setbacks should be researched. Ms. Uranaka commented on the residential portion of the project adding that there are a lot of questions due to the builder/developer not being present at the neighborhood meeting. A lot of the questions were left unanswered with a standard reply that the project would all go according to zoning regulations. The meeting attendees were told that the meeting would be shut down if the arguing continued, she said. Ms. Uranaka stated before allowing the rezoning, that another proper meeting should be scheduled with all of the players present and the citizens of the community. She commented on the fact that the houses were not planned to be affordable-housing and how if they are not affordable at 6 percent interest that they will not be affordable at 8 percent interest and does not want the builder or developer to be able to decrease quality to meet their agenda. She expressed that the true agenda is in question after not getting all questions answered at the neighborhood meeting.

Ms. Margaret Sharifi, 210 Valencia Drive, commented that a lot of people were not aware of the 15-home project as the only people receiving letters were within the required 300 feet of the project. She explained that she printed and shared the information with neighbors for awareness. Ms. Sharifi stated that her family owns two homes on Valencia Drive and have lived there for 45 years. Homes in the neighborhood were built in the 1950s with a few from the 1920s.

Ms. Sharifi continued that at the September neighborhood meeting, Cobb and Cole Attorneys representatives advised that Ormond Beach Holdings, LLC, whose legal address is in Miami, proposed to build 15 single-family homes on the west side of A1A, directly east of their neighborhood and how purchasers of the single-family homes will have the option of one or two-stories. At the time of the meeting, the builder had not been named. Ms. Sharifi added that the proposed site is zoned commercial and will need a planning change to residential for their plan to proceed. She explained the following concerns of traffic, and the additional 30-45 cars for the additional houses, depending on the number of teenagers that they might have. She also had concerns about a limited egress to A1A due to no left-hand turn on A1A, according to her understanding. She added that she thought that is what the L-shape was on the map that was another one of the resident's concerns, and they were told that they were not going to be able to make right-hand turns onto A1A. Ms. Sharifi stated that they currently have a 30-foot buffer zone and that there is no buffer zone required for residential, if there is a change from commercial to residential. She added that there are six drainage easements on the proposed site to collect water and debris and expressed concern with no maintenance of the drainage easements and mosquitos. She commented on the height of the homes at 18 to 20 feet tall that will

be in front of their neighborhood that will block sea breezes and sight views from the ocean and impacting air quality. Ms. Sharifi commented that if they retain commercial zoning it will require the 30-foot buffer zone and is an ideal location for an urgent care center and possible beach-oriented shops. She continued that the egress for traffic would be direct from the shops to A1A and now if the proposed projects continue, that there will be an increase of traffic. Ms. Sharifi commented that all need to be cognizant of the recent loss of beachside houses and condos in Volusia County by being proactive in considering the future sea level impact on any new construction close to the sea. She expressed that she would like to know the timeline for construction. She concluded that the idea of the homes to her is like having a Lamborghini in front of a Volkswagen Beetle, and stated that she prefers a Volkswagen Beetle.

Ms. Corine Senia, 209 Magnolia Drive, expressed her concerns as she is directly next to the parking lot and heard that they are putting a retention easement next to her house for water drainage, and the mosquitos that will come with that. She continued that she is also a victim of tumors and is afraid of the repellent sprays that may be sprayed to control the mosquitos. Ms. Senia stated that she has monarch butterflies in her yard and turtles that walk across the street from her neighbor's yard. She has noticed the turtles walk in the lot next door where the retention pond will go. She added that they also have red tail hawks in the neighborhood and asks that everyone be cognizant of the nature and ecology in this beach town. Ms. Senia commented on the traffic that the project will bring and does not want it to affect the wildlife and children in the area. She concluded that her and her neighbors want the neighborhood to stay the same and do not want to be taxed out of the neighborhood.

Mr. Merrell responded to the resident's inquiries:

Regarding the zoning inquiry, the parking lot is binding. The Planned Development zoning is a custom zoning for the piece of the property that includes the hotel and the adjacent parking lot and it says that it is the only use that can be made of the property.

Alsop Properties Inc., is the name of the residential, local builder. At this stage of the process it is unknown the types of housing that will be built.

Regarding the single-family residential housing part of the project, Mr. Merrell commented that he hopes that the community is happy with this proposal and not more interested in having souvenir/T-shirt shops in the community.

The FDOT has the crosswalk planned to go across from Dunkin' Donuts and is ultimately under FDOT jurisdiction.

The owner stated that the camera surveillance in the parking lot will be more a Marriott-inquiry that will be passed on to them.

Restaurant and retail uses will not be allowed on the properties per R-3 zoning district guidelines.

The entrance to the auxiliary parking lot is planned to be off of Ormond Parkway. Per the FDOT permit, it is assumed that the entrance for the parking lot being off of A1A will be discouraged but will be looked into.

Construction timing is now following getting through this process. The Planned Development document specifies the outside timeline, but the straight-zoning piece of the project is whenever someone wants to build a house.

It is not the owner's intent to sell the properties as a lot of expense and pain and suffering has gone into it and the plan is to build the project.

Architectural renderings of the homes were produced as well as the hotel. It is possible for anyone to get in touch with the builder.

Regarding upkeep of the vacant lot, Mr. Merrell asked Mr. Adam Plous, property owner, Ormond Holdings, LLC, to respond to the question.

Mr. Adam Plous, property owner, Ormond Holdings, LLC, stated that he spoke with Mr. Chris Mason, Neighborhood Improvement Department, City of Ormond Beach, and was informed that the vacant lot land needed cleanup. Thirty-five thousand dollars was spent cleaning out old hedges and trash with the help of Yellowstone Landscaping. Mr. Plous added that the landscaping group is scheduled to attend to the property monthly and Mr. Mason confirmed that this was being done.

Mr. Merrell continued with response to the resident's inquiries:

The hotel is 5-stories and is 72 feet high. The residential homes will be one or two-story within the 30-foot height limitation in the R-3 zoning district.

There are strict turtle lighting guidelines.

Regarding a controlled beacon at the crosswalk, it is under the control of FDOT.

Regarding the inquiry of if a buffer wall will be between where the hospital was and the existing citizens in the area are, Mr. Merrell deferred to Mr. Kevin Lee, Parker Mynchenberg & Associates, for clarification.

Mr. Kevin Lee, Civil Engineer, Parker Mynchenberg & Associates, addressed the buffer inquiries, stating that the intent was adding residential lots next to the existing residential houses and no buffer is planned there as they intend for the house lots to look similar to one another. The proposed buffers are between the proposed residential subdivision and the remote parking and between the single-family lots and A1A. A 6-foot concrete stucco wall is proposed as well as landscaping required for the buffer. Mr. Lee added that the landscaping up against A1A will be between the wall on A1A.

Mr. Lee addressed the drainage inquiries, stating that the drainage on the hotel site is underground. Volume for stormwater treatment is provided onsite and in underground trenches. Any additional discharge will go to the FDOT drainage system towards the west to the Halifax River. A permit is soon to be approved by FDOT. There is DEP, St. Johns River Water Management District, and FDOT criteria to follow for the process. Drainage easements were proposed for the single-family residential lots where there will be dry retention ponds. Mr. Lee continued with the ponding, mosquito and pest concerns, replying that there are very well drained soils on the beachside. He explained that during a storm event the idea is that the water runs out and gets captured in the dry retention pond and is able to percolate into the ground for treatment within the 72-hour-rule, although it is much quicker that all of the water goes away leaving no standing water. Therefore, he stated, pests are not attracted to the dry retention ponds.

Mr. Merrell continued addressing the resident's inquiries:

The houses will be individual property owners and have a Homeowners' Association (HOA). Short-term rentals are a period of six months or less and not permitted in the proposed zoning district.

Regarding construction and staging, Mr. Merrell passed the inquiry on to Mr. Plous, who replied that there are parking spots next to the hotel. There will not be a need for a construction staging location as there is plenty of room on the property. If need be, they will also use the remote parking spot across the street.

Mr. Sans Lassiter, Lassiter Transportation Group, LTG, 1450 West Granada Boulevard, touched on the traffic study questions, replying that a traffic study has been done for both land use and zoning changes. Another traffic study will be done in the development stage.

Mr. Merrell added that the rezoning and the Comprehensive Plan amendment processes, from a transportation impact standpoint, have a theoretical analysis as opposed to counting cars on a road. The existing zoning allowances now are considered and what is being asked for and then compared. Mr. Merrell stated that there is a reduction in the transportation impact which was included in the published Staff Report/Planning Board packet.

Mr. Lassiter explained that the purpose followed for looking at the Comprehensive Plan amendment and rezoning was to compare prior land use to existing land use to proposed land use and have done the studies which show the reductions in transportation.

Mr. Merrell replied to those that did not get an opportunity to attend the neighborhood meeting and stated that notice is given within 300 feet of the property boundary with an affidavit on file specifying that it was done. Mr. Merrell added that it is also advertised through city media which goes beyond the 300 feet. He advised any interested in talking with him after the meeting was welcome as there will not be another neighborhood meeting. He expressed hope in the projects having two more meetings at City Commission where dialogue can be continued.

Mr. Merrell addressed Ms. Dunkel's comments, referring to it as 'the elephant in the room', remarking that there will be a lot of conversation about global warming and the sea rise as he is working on several oceanfront property projects that are also talking about the matter. He expressed his own personal interest with him being the fourth generation growing up on 'this island', as well as his great grandmother and said that everyone is thinking about it. Mr. Merrell referenced recent newspaper articles that are also talking about it. In reference to the inquiry about what is being done in terms of construction to prevent catastrophic failure on this project, it has substantial seawalls on either side. He offered to speak with Ms. Dunkel offline following the meeting.

Mr. Merrell addressed the inquiry as to if the hotel restaurant would be open to the public and confirmed that it will be, although will not be publicly advertised as such.

Mr. Merrell added that this project will not be subsidized affordable housing and will be market-rate.

The L-shaped bar inquiry was referenced and it was explained that it is a stop-bar at the T-intersection at A1A.

In reference to the wildlife concerns, Mr. Merrell concluded that the environmental report is included in the meeting agenda packet which is online.

Chairman Thomas opened the public hearing back up for audience comments.

Audience Comments

Ms. Candace Keeler, 204 Magnolia Drive, asked for the residential building height clarification. Chairman Thomas answered that from his understanding it is from the peak of the roof and not the ceiling of the top of the second floor. Ms. Keeler asked staff for further clarification. Mr. Steven Spraker, Planning Director, explained that the preliminary plat and the zoning are going to a straight R-3 zoning district, which is the same R-3 zoning district to the west of the property and throughout the city, where 30 feet height limits are allowed. A three-story home may be possible with a flat roof, but most are two-stories. The 30-foot height requirement is the mean roof height and not the peak of the roof. Mr. Spraker stated that the residential project is not part of the Planned Business Development (PBD), and is a separate part of it. It is going to a straight-zoning and no variances are being asked for.

Mr. Jorczak asked about the aforementioned existing water issues on Magnolia Drive and if the city is aware of them. He also asked if the residential portion of the project requires any build up in elevation on the ground versus the surrounding area and put residential construction on that land. Mr. Spraker replied that he is not aware of any drainage issues there but added that Public Works or Engineering Departments may be. Regarding the properties being sought for residential, grading inquiries, Mr. Spraker deferred the inquiry on to Mr. David Allen, Planning Civil Engineer, City of Ormond Beach, and commented that there is a substantial overall reduction in terms of the surface area, and added how removing all of the parking lots will decrease the overall impervious area.

Mr. David Allen, Planning Civil Engineer, addressed the grading of the individual lots, stating that the grading is having fill imported from the ponds that are being constructed onto the lots. The city has a requirement that the finished floor be 18 inches above the center line of the road, which was not the case back when the existing homes were constructed. Mr. Allen continued that the area of the parking lot which was basically flat with the road, now is required to be raised for the finished floor. The drainage for the parking lot consisted of infiltration pipes and graded catch areas that did not take the water away, as it sat in the system where when heavy rains would back up due to lack of maintenance to the grates and structures, left the water run out into the street. Mr. Allen advised that it was requested for the engineer to advise how much impervious surface was on the parking lots and how much impervious surface was going to be on the lots. It was found that there was a significant decrease in impervious surface, allowing more opportunity for the water to infiltrate into the ground.

Mr. Jorczak asked if the process would require stem wall installation between the adjacent neighborhoods. Mr. Allen answered that it will not. The two retention ponds separate and the lots that did not have the retention pond are slightly wider in order to get the elevation back down to what is existing on the property line at that point. Mr. Jorczak asked for reassurance that the city will require any and all water that is coming off of the new residential lots be contained within the system. Mr. Allen reassured that is correct and that there should not be any accumulation of water from the development into the adjacent neighborhood.

Chairman Thomas opened the public hearing back up for audience comments.

Audience Comments

Mr. Bill Treaster, 90 Magnolia Drive, commented that he has lived in Florida for 74 years and likes it and added that we have to live with climate-warming and similar matters. He referenced the L-shape stop bar again and asked for additional

information. Mr. Lassiter replied that it is made of thermal plastic which is a type of plastic that is heated and melted into the pavement to become pavement marking and is made to last longer than traditional paint. He clarified that it is more of a 'stop-line' than a 'bar'.

Mr. Mark Sharifi, 210 Valencia Drive, expressed his concerns with runoff being that he lives next to lot 7, in an older lot from the 1920s, which is sunk in and set lower than lot 7. He questions whether he needs to bring in fill to raise his yard. He asked the timeline of construction with the commercial and residential projects with concern that it could drag on for years.

Mr. Plous replied that the builders will be purchasing the 15 lots portion upon the completion of the approval and will want to get it started and done as fast as possible.

Chairman Thomas opened it up to the Board for discussion.

After clarifying that a roof can be popped off of any of the houses abutting the proposed residential houses in the R-3 zoning district to install a 30-foot-high roofline (to the point of the hip), Mr. Galloway reassured the residents of the area, that they are not asking for anything different than what the code in the housing industry already allows.

Chairman Thomas entertained a motion.

Mr. Galloway motioned to approve LUMA 2022-018(A): Small-Scale Comprehensive Plan Land Use Map amendment, 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 S. Atlantic Avenue. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-0).

B. PBD 2022-018(B)(1): Zoning Map amendment, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue

Chairman Thomas opened it up to the Board for discussion.

Chairman Thomas entertained a motion.

Mr. Jorczak motioned to approve PBD 2022-018(B)(1): Zoning Map amendment, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue. Ms. Shull seconded it. Vote was called, and the motion was approved (5-0).

C. PBD 2022-018(B)(2): Issuance of a Development Order, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue

Chairman Thomas opened it up to the Board for discussion.

Ms. Shull inquired about the environmental study that showed that there was not any wildlife and asked if another can be performed. Mr. Plous replied that in the environmental study survey they check for chemicals and plants and wildlife on the *endangered* species lists. He confirmed that beachside properties test for nesting turtles, and stated that they are still working on the sea turtle lighting plans.

Chairman Thomas concurred and entertained a motion.

Ms. Shull motioned to approve PBD 2022-018(B)(2): Issuance of a Development Order, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue. Mr. Scudiero seconded it.

Motion Discussion

Mr. Scudiero commended the applicant on the ‘state of the art’ modern-hotel project and the evidence that they have complied with height limits, beach access for vehicles and pedestrians, and working with the neighbors and the community. It was discussed and determined that the last time a new hotel was built on Ormond Beach was in 2010.

Mr. Galloway remarked that we live at ‘the World’s Most Famous Beach’ and stated that our largest industry is the tourism industry. He expressed recalling when there was not an empty lot on the beach and when bringing investors in the community he hears their inquiries on why all of the land is empty at ‘the World’s Most Famous Beach’. Mr. Galloway commented that young people are missing at the meeting and suggested that everyone do better redevelopment in the area. He concluded that this project is an example that leads to the future of what investors on Wall Street look at when they come into a community, whether they are going to invest in a good city with good bones or drive around and see empty beachfront property. Mr. Galloway said that he understands the global-warming concerns. He thanked the applicant for investing into this community that will lead to other good quality hotels and motels.

Chairman Thomas referenced today’s newspaper where there was an article about a 29-story condominium going up in Daytona Beach. He added that Marriott brings a high-quality name to the area and will help Ormond Beach with first-class accommodations for visitors.

Mr. Jorczak expressed how he is pleased with the project and commented that the city is a tourist area and vacation spot, and how one of the objectives of the city is to transformation the economic mix and develop more light business activity which is critical in having a diversified economy. It will provide work opportunities for citizens’ children to stay in the area. He continued that it will provide an economic tax base in which one of the elements are to have the accommodations for light industry. The city has made a tremendous effort in transforming the northwest quadrant of the city with developing the new industrial park and the activity in The Crossings area. Mr. Jorczak added that the first-class hotel will assist businesses with bringing their customers in to evaluate their companies. He made a remark that he, himself, would love to be able to put a customer on the beach in a first-class hotel so that when the customer comes to visit his facility, that they have a positive experience and stay during their visit. Mr. Jorczak concluded that it is needed for growth and sustainability, and required to be able to afford the tax basis for the comforts and amenities that we would like to have for our families and our children, including the parks and recreational facilities and a first-class school system.

Chairman Thomas added that at one time this area was not as well-known and commented that it has come a long way with Ormond Beach being proud of that.

Vote was called, and the motion was approved (5-0).

D. RZ 2022-018(D): Zoning Map amendment, Ormond Beach Holdings, LLC, portions of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue

Chairman Thomas opened it up to the Board and entertained a motion.

Mr. Jorczak motioned to approve RZ 2022-018(D): Zoning Map amendment, Ormond Beach Holdings, LLC, portions of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. Mr. Scudiero seconded it.

Ms. Shull expressed her satisfaction with the west side of the property being residential. She commented on how it has looked horrible with many complaints. She stated that she attended the neighborhood meeting and saw that their concerns were heard and met.

Mr. Galloway added that the project is a value-added proposition and believes that homeowners values will be increased as a result of it.

Vote was called, and the motion was approved (5-0).

Chairman Thomas called for a five (5) minute recess.

E. PP 2022-018(C): Tides Edge Preliminary Plat, a portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue

Chairman Thomas opened it up to the Board and entertained a motion.

Ms. Shull motioned to approve PP 2022-018(C): Tides Edge Preliminary Plat, a portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. Mr. Scudiero seconded it. Vote was called, and the motion was approved (5-0).

F. PP 2022-091: Archer's Mills, Phase 3A Preliminary Plat, Plantation Oaks Planned Residential Development

Mr. Steven Spraker, Planning Director, explained the request for a preliminary plat submitted by Plantation Oaks of Ormond Beach, LLC, for the subdivision of 42.38 acres into 94 single-family lots and associated site improvements. The subject property is located within the Plantation Oaks Planned Residential Development (PRD) along Plantation Oaks Boulevard. Mr. Spraker explained the platting process. The Plantation Oaks PRD was approved by the City Commission by three ordinances, this application has been reviewed by the Site Plan Review Committee (SPRC), and tonight the Planning Board is reviewing it and will make a recommendation to the City Commission tentatively January 10th, 2023. Then, if approved, it will go to construction, then go to final plat and back to SPRC and again back to City Commission for a final hearing.

Mr. Spraker stated that the manufactured modular homes in Plantation Oaks Phase 2A is completed. Phases B, C, D in Phase 2 are under construction for the infrastructure improvements, and how Phase 1A is the only single-family construction that is in the City of Ormond Beach currently for 121 lots. He continued that this would be the second subdivision that would be under construction for single-

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 8.J
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-06	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	Zoning Map Amendment, Ormond Beach Holdings, LLC, portions of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue			
Budget Impact:	There is no budget impact as the result of this zoning map amendment.			
Summary:	This is a request for a zoning map amendment by Robert A. Merrell, III, Esquire, Cobb Cole on behalf of property owner, Ormond Beach Holdings, LLC, from the existing zoning district designation of B-1, Professional Office/Hospital to R-3, Single-Family Medium Density. The property totals approx 1.70 acres and includes a portion of 264 South Atlantic Ave (approx 0.80 acres), a portion of 225 Magnolia Ave (approx 0.19 acres) and a portion of 300 South Atlantic Ave (approx 0.71 acres).			
Recommended Action:	It is recommended the City Commission approve the zoning map amendment from existing zoning district classification of B-1, Professional Office/Hospital to R-3, Single-Family Medium Density for approximately 1.70 acres that includes a portion of 264 South Atlantic Ave, a portion of 225 Magnolia Ave, and portion of 300 South Atlantic Ave. The Planning Board recommended approval of the zoning map amendment with a 5-0 vote at the Dec 5, 2022 meeting. Note: Legal description in Exhibit A to Ordinance includes both land area of the private parcels (1.70 acres) and right-of-way (0.46 acres), which totals 2.16 acres.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval: Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager 12/19/2022 12/19/2022  				

Joyce Shanahan, City Manager

12/20/2022





CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: January 10, 2023
Subject: Zoning Map Amendment, Ormond Beach Holdings, LLC, portions of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue

Commission Goal: Community Development - Other

Introduction

This is a request for a zoning map amendment submitted by Robert A. Merrell, III, Esquire, Cobb Cole on behalf of the property owner, Ormond Beach Holdings, LLC, from the existing zoning district designation of B-1, Professional Office/Hospital to R-3, Single-Family Medium Density. The subject property area totals approximately 1.70 acres and includes a portion of 264 South Atlantic Avenue (approximately 0.80 acres), a portion of 225 Magnolia Avenue (approximately 0.19 acres) and a portion of 300 South Atlantic Avenue (approximately 0.71 acres).

Background

The former Florida Hospital Oceanside property on the west side of South Atlantic Avenue has an existing land use designation of "Public Institutional" which is under application (LUMA 2022-018(A)) for an amendment to "Low Intensity Commercial" and "Low Density Residential" land use designations. A corner portion of the property at 264 South Atlantic Ave is under application (PBD 2022-18(B)(1) and (2)) for development as a remote parking lot for a hotel use at 251 South Atlantic Ave. The remainder of the former Florida Hospital Oceanside property is under application (PP2022-18(C)) for the development of 15 single-family lots as the Tides Edge Preliminary Plat.

The land area for the Tides Edge Preliminary Plat is 3.49 acres. The land area has split zoning with 1.79 acres zoned as R-3, Single-Family Medium Density and 1.70 acres zoned as B-1, Professional Office/Hospital. The purpose of this application is to perform a zoning map amendment for the 1.70 acres that has the B-1, Professional Office/Hospital to the R-3, Single-Family Medium Density to allow for a uniform R-3 zoning district of the overall property totaling 3.49 acres. The zoning map amendment does not approve any development activity but instead provides the framework for a development application which is the Preliminary Plat agenda item.

Discussion

Ormond Beach Holdings, LLC has a total of five (5) applications at 251 South Atlantic Avenue, 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. In addition to this application, the following applications are in process:

1. **PBD 2022-018(A) – Land Use Map Amendment:** Location: 264 South Atlantic Avenue, 225 Magnolia Avenue and 300 South Atlantic Avenue. Request: A Small-Scale Comprehensive Plan Land Use Map amendment for approximately 4.25 acres located at 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue from “Public/Institutional” to “Low Intensity Commercial” for approximately 0.76 acres and from “Public/Institutional” to “Low Density Residential” for approximately 3.49 acres.
2. **PBD 2022-018(B)(1) – Zoning Map Amendment:** Location: 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue. Request: Amendment from the existing zoning district designations of B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development.
3. **PBD 2022-018(B)(2) – Issue of a Development Order:** Location: 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue. Request: Request to allow the construction of a five (5) story hotel of approximately 95,700 square feet with 137 rooms and parking, including a remote lot on the west side of South Atlantic Avenue.
4. **PP 2022-018(C) – Tides Edge Preliminary Plat:** Location: A portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. Request: Subdivision of 3.49 acres into fifteen (15) single-family lots and associated site improvements. The land use amendment is required to allow the residential subdivision. **NOTE:** This item is a Resolution and has only one reading that is scheduled for January 24, 2023 City Commission meeting.

The land area for the zoning map amendment was part of the former Florida Hospital Oceanside property and contained a building of 114,100 square feet. The structure was located on the property at 264 South Atlantic Avenue with parking located on the remainder of 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue. The former hospital building was demolished in 2019 and the parking lots remain.

Planning Board

The Planning Board reviewed the zoning map amendment at the December 5, 2022 meeting and recommended approval by a 5-0 vote. The Planning Board discussed all five (5) applications as one item. A summary of key points of individuals who spoke at the Planning Board include:

1. Projects were positive but there were additional details sought on the hotel and single-family subdivision.
2. Inquiries of how the single-family subdivision development, including drainage, allowed height, and construction schedule.

3. Remote parking should have surveillance cameras.
4. There is a desire for a medical emergency room facility on the beachside.
5. Suggestion to place the remote parking lot access onto South Atlantic Avenue. The project traffic engineer stated that the Florida Department of Transportation would not allow a South Atlantic Avenue access point.
6. Discussion of the proposed crosswalk on South Atlantic Avenue.
7. Discussion of the drainage associated with the single-family subdivision.
8. Concerns about traffic for the proposed single-family development, especially with the Dunkin Donuts and the high school.
9. Climate change and beach erosion should be considered.

Planning Board members noted that the project complied with the height limits, provided beach access for pedestrians, would construct a modern hotel, and provided a compatible use next to the existing single-family neighborhood. 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 the zoning map amendment. There were several inquiries regarding the development of single-family houses. These details are part of the Preliminary Plat item. Since the Preliminary Plat is a single reading, it is scheduled for the January 24, 2023 City Commission meeting.

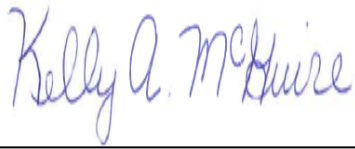
Recommendation

It is recommended the City Commission approve the zoning map amendment from existing zoning district classification of B-1, Professional Office/Hospital to R-3, Single-Family Medium Density for approximately 1.70 acres that includes a portion of 264 South Atlantic Ave, a portion of 225 Magnolia Ave, and portion of 300 South Atlantic Ave. The Planning Board recommended approval of the zoning map amendment with a 5-0 vote at the Dec 5, 2022 meeting. Note: Legal description in Exhibit A to Ordinance includes both land area of the private parcels (1.70 acres) and right-of-way (0.46 acres), which totals 2.16 acres.

Attachments:

1. 23-06 R3-OBH LLC, Zoning Map Amendment (P22-0201G)
2. Exhibit A, Legal description
3. Exhibit B, Map
4. Concurrent Review Request - Ormond Beach Holdings
5. 11.10.2022, Ormond Beach Holdings, LLC, Zoning Map Amendment to R-3, PB staff report
6. Draft PB Minutes, OBH, Zoning Map Amendment to R-3

Approvals:



Kelly McGuire, Finance Director

Date: December 19, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022



Joyce Shanahan, City Manager

Date: December 20, 2022

ORDINANCE NO. 2023-06

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 PORTIONS OF THREE PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 1.70 ACRES LOCATED AT A PORTION OF 264 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-18-06-0010), A PORTION OF 225 MAGNOLIA AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-20-04-0010), AND A PORTION OF 300 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-20-02-0010) FROM B-1, PROFESSIONAL OFFICE/HOSPITAL TO R-3, SINGLE-FAMILY MEDIUM DENSITY; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ormond Beach Holdings, LLC, a Florida limited liability company, is the owner of real property (“Applicant/Property Owner”) located at a portion of 264 South Atlantic Avenue (approximately 0.80 acres), a portion of 225 Magnolia Avenue (approximately 0.19 acres) and a portion of 300 South Atlantic Avenue (approximately 0.71 acres), (Volusia County parcel numbers: 4214-18-06-0010, 4214-20-04-0010, and 4214-20-02-0010), as more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein (“Property”), and

WHEREAS, the Applicant/Property Owner has submitted an application to the city to re-zone the Property from B-1, Professional Office/Hospital to R-3, Single-Family Medium Density, and

WHEREAS, the Property has existing zoning designations that are split between the B-1, Professional Office/Hospital and R-3, Single-Family Medium Density zoning district. The Applicant has submitted an application to amend the zoning designations to consistently be the R-3, Single-Family Medium Density zoning district, and

WHEREAS, the Applicant has requested the proposed zoning map amendment be reviewed and acted upon concurrently with the accompanying small-scale land use *Comprehensive Plan* amendment pursuant to Section 163.3184(12), *Florida Statutes*, and

WHEREAS, the proposed rezoning shall be contingent upon the proposed *Comprehensive Plan* amendment becoming effective, and

WHEREAS, the Property to be re-zoned is less than ten contiguous acres, consisting of approximately 1.70 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 a portion of 264 South Atlantic Avenue (approximately 0.80 acres), a portion of 225 Magnolia Avenue (approximately 0.19 acres) and a portion of 300 South Atlantic Avenue (approximately 0.71 acres), (Volusia County parcel numbers: 4214-18-06-0010, 4214-20-04-0010, and 4214-20-02-0010), as more particularly described and depicted in Exhibit "A" from B-1, Professional Office/Hospital to R-3, Single-Family Medium Density 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. Based upon the Applicant's request, the application for zoning changes is being concurrently reviewed and acted upon with the *Comprehensive Plan* land use amendment as authorized by Section 163.3184(12), *Florida Statutes*. The change in zoning is contingent, and shall become effective, upon the proposed *Comprehensive Plan* amendment (Ordinance No. 2023-03) becoming effective.

PASSED UPON at the first reading of the City Commission, this 10th day of January, 2023.

PASSED UPON at the second reading of the City Commission, this 24th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

LEGAL DESCRIPTION

EXHIBIT "A"
Page 1 of 2

A PORTION OF BLOCKS "A", "B", AND "D", ROCKEFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF COMMENCEMENT SAID POINT BEING THE NORTHEAST CORNER OF LOT 4, BLOCK "A" OF SAID ROCKEFELLER HEIGHTS SUBDIVISION; THENCE S23°53'59"E ALONG THE EASTERLY LINE OF SAID LOT 4 A DISTANCE OF 108.55 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY LINE RUN S65°23'30"W A DISTANCE OF 155.47 FEET; THENCE N24°36'30"W A DISTANCE OF 214.00 FEET; THENCE S65°55'24"W A DISTANCE OF 77.36 FEET; THENCE S24°04'36"E A DISTANCE OF 583.70 FEET; THENCE N65°55'24"E A DISTANCE OF 50.00 FEET; THENCE N24°40'36"W A DISTANCE OF 50.00 FEET; THENCE N65°55'24"E A DISTANCE OF 184.34 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SOUTH ATLANTIC AVENUE (RIGHT OF WAY VARIES); THENCE N23°53'59"W ALONG SAID WESTERLY LINE A DISTANCE OF 321.16 FEET TO THE POINT OF BEGINNING

SAID AREA CONTAINS 94,278 SQ.FT OR 2.16 ACRES MORE OR LESS*

***Legal description includes private land area and right-of-way**

SHEET 1

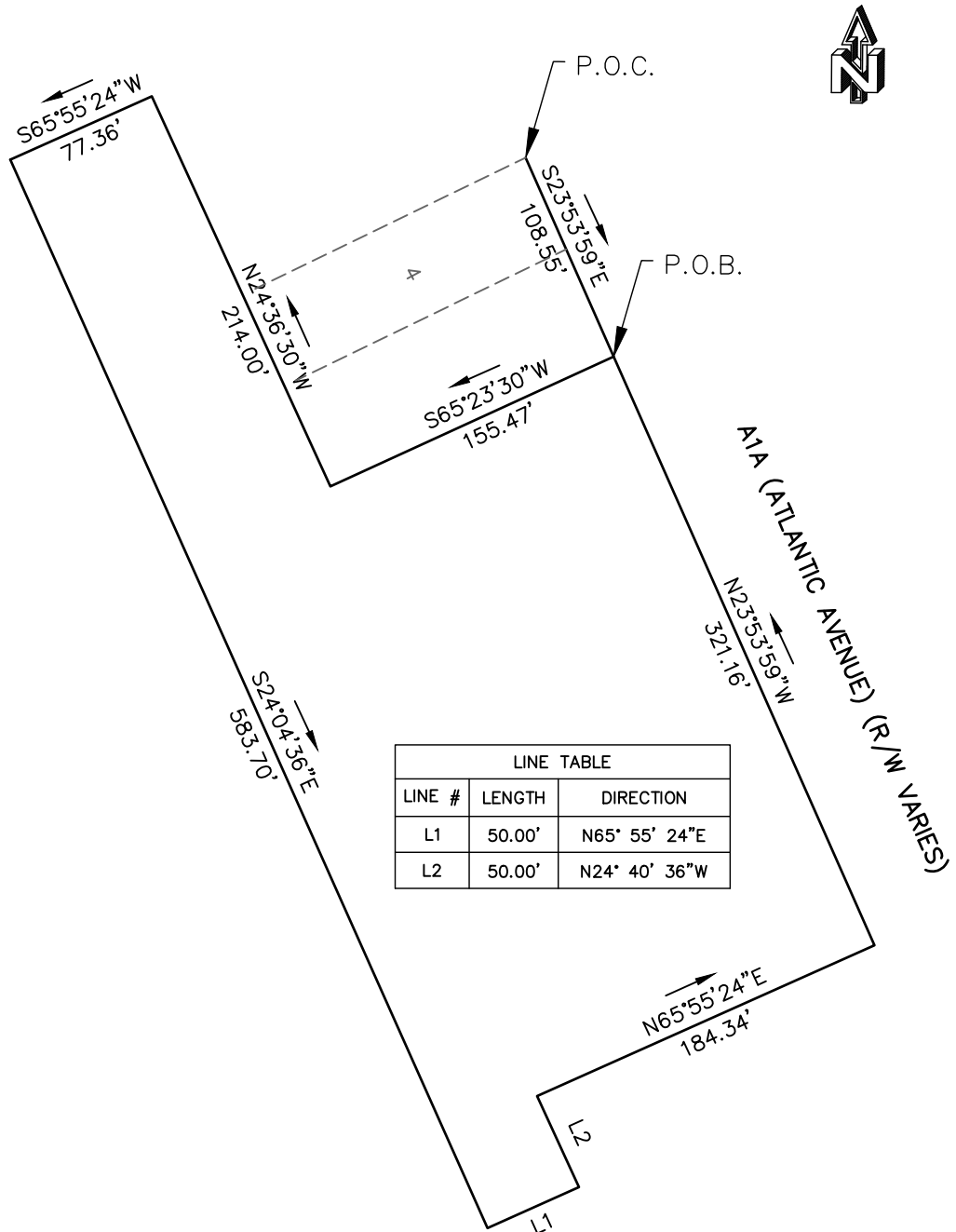
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 10/12/22	PROJECT NO.:
SCALE: N.T.S.	FILE: ORMHOLD
SHEET: 1 OF 2	DRAWN BY: CO

SKETCH OF DESCRIPTION

EXHIBIT "A"
Page 2 of 2

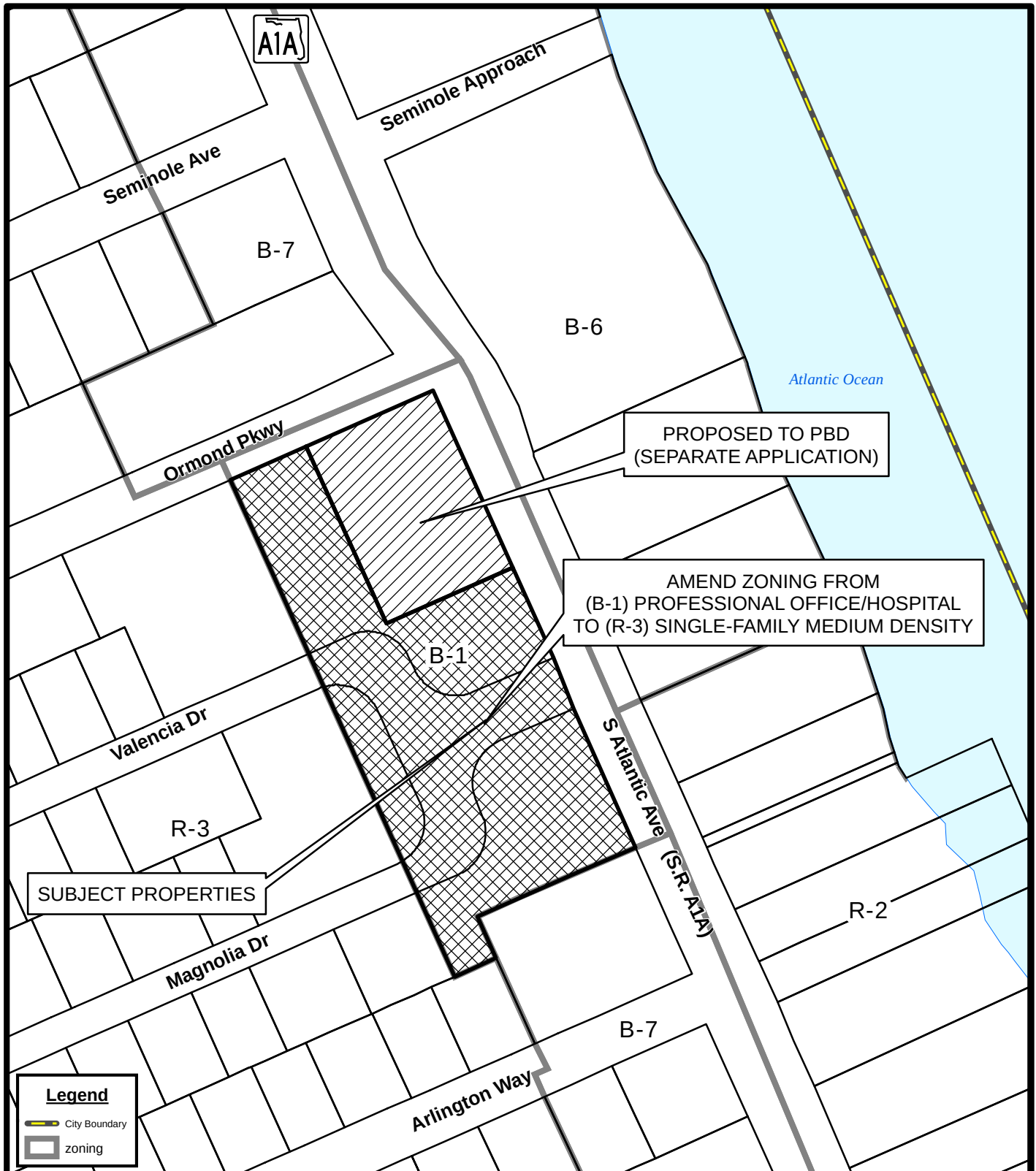


SHEET 2

SEE SHEET 1 FOR DESCRIPTION

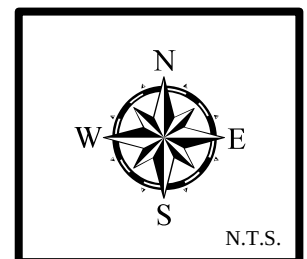
City of Ormond Beach
Engineering Division

DATE: 10/12/22	PROJECT NO.:
SCALE: N.T.S.	FILE: ORMHOLD
SHEET: 2 OF 2	DRAWN BY: CO



PROPOSED ZONING MAP
 portion of - 264 SOUTH ATLANTIC AVE (4214-18-06-0010)
 portion of - 300 SOUTH ATLANTIC AVE (4214-20-02-0010)
 portion of - 225 MAGNOLIA DR (4214-20-04-0010)

Prepared By: The City of Ormond Beach
 G.I.S. Department - October 11, 2022



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
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(1916-2004)
W. Warren Cole, Jr.
(1926-2008)

December 12, 2022

VIA ELECTRONIC MAIL - Steven.Spraker@ormondbeach.org

Steven Spraker
Planning Director
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

RE: Small-Scale Comprehensive Plan Amendment (LUMA 2022-018(A)) and
Rezoning/Planned Development (PBD 2022-018(B)(1) and RZ 2022-018(D)) –
Concurrent Review Request

Dear Steven:

As you know, it is our firm's pleasure to represent Ormond Beach Holdings LLC in connection with their application for a Small-Scale Land Use Map Amendment, Planned Business Development Rezoning, and Zoning Map Amendment on their property located at 264 S. Atlantic Ave., 225 Magnolia Avenue, and 300 S. Atlantic Avenue in Ormond Beach, FL. The purpose of this letter is to request that the City of Ormond Beach ("City") consider the application for the Small-Scale Land Use Map Amendment concurrently with the accompanying rezoning applications for the purpose of City Commission hearings and decision making, in accordance with Fla. Stat. Section 163.3184(12).

If there is any other information we can provide to assist in review of this request, please do not hesitate to reach out.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jessica Gow".

Jessica Gow for

Robert A. Merrell III

Direct Dial (386) 323-9263
Email Rob.Merrell@CobbCole.com

STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: November 10, 2022

SUBJECT: Portions of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue, Zoning Map Amendment from existing zoning district designation of B-1, Professional Office/Hospital to R-3, Single-Family Medium Density

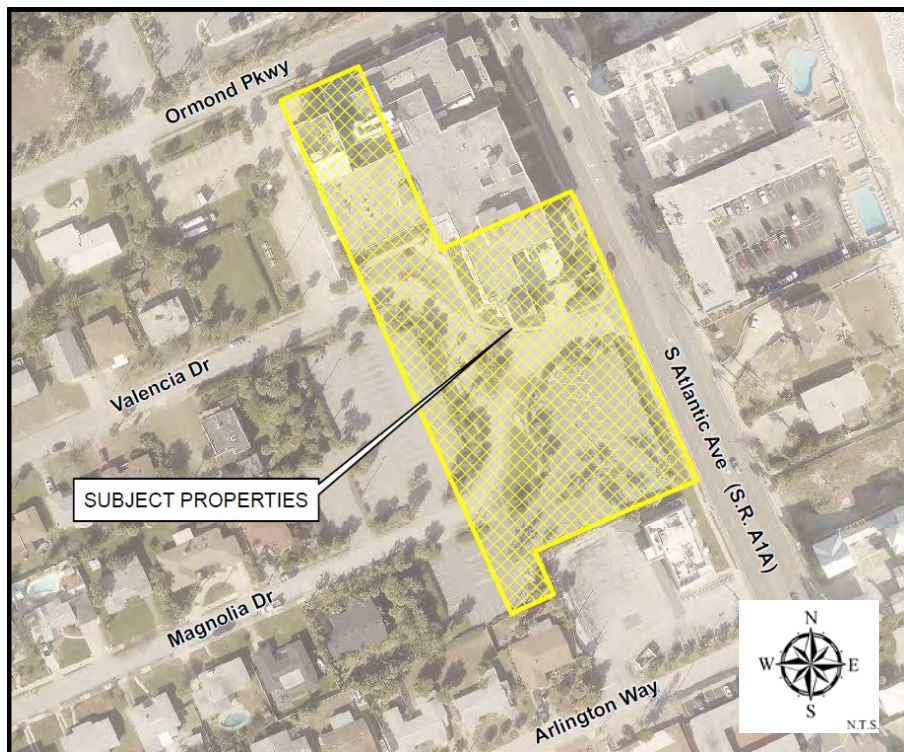
APPLICANT: Robert A. Merrell, III, Esquire, Cobb Cole on behalf of the property owner, Ormond Beach Holdings, LLC

NUMBER: RZ 2022-018(D)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request for a zoning map amendment submitted by Robert A. Merrell, III, Esquire, Cobb Cole on behalf of the property owner, Ormond Beach Holdings, LLC, from the existing zoning district designation of B-1, Professional Office/Hospital to R-3, Single-Family Medium Density. The subject property area totals approximately 1.70 acres and includes a portion of 264 South Atlantic Avenue (approximately 0.80 acres), a portion of 225 Magnolia Avenue (approximately 0.19 acres) and a portion of 300 South Atlantic Avenue (approximately 0.71 acres). The subject property is shown in Exhibit 1:

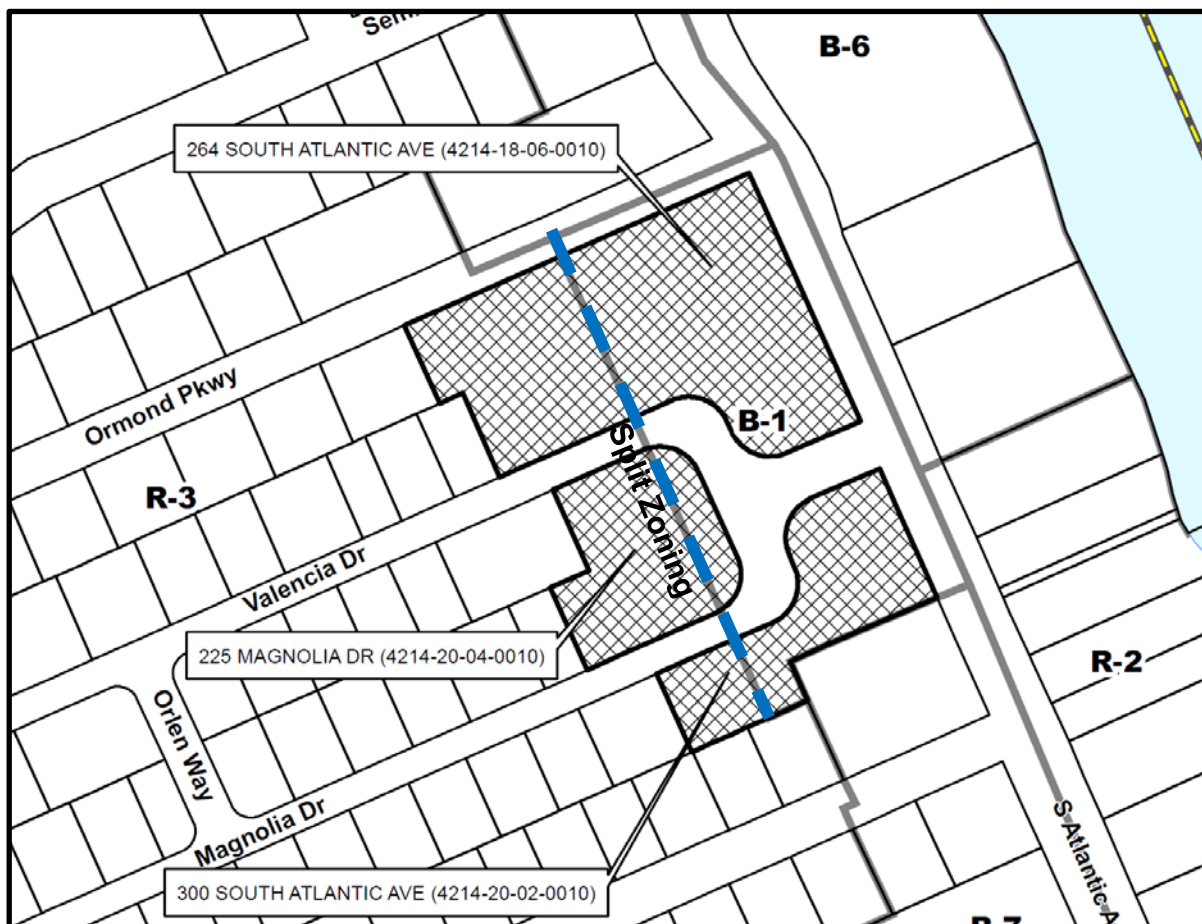
EXHIBIT 1: Portions of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue:



BACKGROUND: The former Florida Hospital Oceanside property on the west side of South Atlantic Avenue has an existing land use designation of “Public Institutional” which is under application (LUMA 2022-018(A)) for an amendment to “Low Intensity Commercial” and “Low Density Residential” land use designations. A corner portion of the property at 264 South Atlantic Avenue is under application (PBD 2022-18(B)(1) and (2)) for development as a remote parking lot for a hotel use at 251 South Atlantic Avenue. The remainder of the former Florida Hospital Oceanside property is under application (PP2022-18(C)) for the development of 15 single-family lots as the Tides Edge Preliminary Plat.

The land area for the Tides Edge Preliminary Plat is 3.49 acres. As shown in Exhibit 2, the land area has split zoning with 1.79 acres zoned as R-3, Single-Family Medium Density and 1.70 acres zoned as B-1, Professional Office/Hospital. The purpose of this application is to perform a zoning map amendment for the 1.70 acres that has the B-1, Professional Office/Hospital to the R-3, Single-Family Medium Density to allow for a uniform R-3 zoning district of the overall property totaling 3.49 acres. The zoning map amendment does not approve any development activity but instead provides the framework for a development application which is the next agenda item.

EXHIBIT 2: Zoning map showing the split zoning for 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue:



As stated in previous applications the land use and zoning applications of Ormond Beach Holdings, LLC, are inter-related. The applications include:

1. **RZ 2022-018(A)** – Small-Scale Comprehensive Plan Land Use Map amendment, Ormond Beach Holdings, LLC, amendment for approximately 4.25 acres located at 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue from “Public/Institutional” to “Low Intensity Commercial” for approximately 0.76 acres and from “Public/Institutional” to “Low Density Residential” for approximately 3.49 acres. The land use amendment application is necessary to amend the zoning map for the subject property area totaling 3.49 acres.
2. **PBD 2022-018(B)(1)** – Zoning Map amendment, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue, amendment from the existing zoning district designations of B-6, Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development. This application is not directly related to the subdivision of 3.49 acres into 15 single-family lots.
3. **PBD 2022-018(B)(2)** – Issue of a Development Order, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue, application to allow the construction of a five (5) story hotel of approximately 95,700 square feet with 137 rooms and parking, including a remote lot on the west side of South Atlantic Avenue. This application is not directly related to the subdivision of 3.49 acres into 15 single-family lots.
4. **PP 2022-018(C)** – Tides Edge Preliminary Plat, a portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue, application to allow the subdivision of 3.49 acres into fifteen (15) single-family lots and associated site improvements. This application includes the detailed construction plans and plat (subdivision of land) if this zoning map amendment is approved.

The land area for the zoning map amendment was part of the former Florida Hospital Oceanside property and contained a building of 114,100 square feet. The structure was located on the property at 264 South Atlantic Avenue with parking located on the remainder of 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue. The former hospital building was demolished in 2019 and the parking lots remained.

Application process: The proposed land use amendment schedule of the subject property is as follows:

EXHIBIT 3: Tentative zoning amendment schedule:

Action	Date
Neighborhood meeting	September 14, 2022
Planning Board	November 10, 2022
City Commission 1 st Reading	To be determined
City Commission 2 nd Reading	To be determined

The following public notices have or are required to occur:

EXHIBIT 4: Public Notice:

Public Notice	Date	Notes
Neighborhood meeting	September 14, 2022	600' radius
Courtesy letters for Planning Board	October 24, 2022	300' radius
Newspaper advertisement for Planning Board	October 28, 2022	
Courtesy letters for City Commission meetings	To be determined	300' radius
Newspaper advertisement for City Commission, 2 nd reading	To be determined	

The project has also been posted on the city website under the Planning Department at: (1) Development Reports, <https://www.ormondbeach.org/1018/Ormond-Beach-Holdings-LLC> and (2) Public Hearing Advertisements and Notices, <https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice>.

CONCLUSION/CRITERIA FOR APPROVAL:

The existing zoning district for 1.70 acres of the subject property area is B-1, Professional Office/Hospital. Section 2-22(A) of the Land Development Code states, "The purpose of the Professional Office/Hospital (B-1) Zoning District is to provide areas primarily for professional offices, institutional uses, also allowing multifamily residential, and retail uses with special emphasis given to sound architectural design practices, site planning, landscaping and sign location." The B-1 zoning district allows uses such as hospital, offices, restaurants, retail sales, personal services, and financial institutions.

The proposed zoning district for the 1.70 acres of the subject property area is R-3, Single-Family Medium Density. Section 2-15(A) of the Land Development Code states, "The purpose of the Single-Family Medium Density (R-3) Zoning District is to stabilize and protect the residential characteristics of existing medium density, single-family neighborhoods and to promote and encourage a suitable environment for family life." The R-3 zoning district allows single-family residential as the primary use. The remainder of the land area under consideration for the Preliminary Plat has the R-3, Single-Family Medium Density classification, as well as properties further west. The R-3 zoning district requires lot sizes of 75' by 100' and allows a maximum height of 30 feet.

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 1-15(E)(1-10) 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 purpose of the zoning map amendment is to make the entire 3.49 acre parcel a R-3, Single-Family Medium Density zoning designation. The land area of the subject property is unique with three parcels separated by roadways. It is staff's understanding that several uses were considered for this land area. One key issue is that the subject area parcels are not contiguous. With the subdivision into single-family residential lots, the issue of non-contiguous property is resolved. The R-3, Single-Family Medium Density zoning district is consistent with the existing development pattern in the area. 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 "Low Density Residential". Section 2-02 of the Land Development Code, Future land use map designations and zoning districts, provides the following compatible zoning districts with the "Low Density Residential":

LDR, Low Density Residential	R-1, Residential Estate
	R-2, Single-Family Low Density
	R-2.5, Single-Family Low-Medium Density
	R-3, Single-Family Medium Density
	PRD, Planned Residential Development

Based on the surrounding land use designations and zoning classifications, the R-3, Single-Family Medium Density zoning classification is the most appropriate to the "Low Density Residential" land use designation.

Future Land Use Element

OBJECTIVE 1.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY 1.1.3.

Preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character and by encouraging voluntary rehabilitation and sound maintenance programs in viable neighborhoods which are capable of self-renewal and establishing code enforcement or public redevelopment activities in areas not capable of self-renewal.

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.

POLICY 1.1.14.

Enhance community livability in the central core and older sections of the city by encouraging infill as appropriate, transit-oriented development and walkable residential areas.

Housing Element

OBJECTIVE 1.1. HOUSING SUPPLY

The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low and moderate income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.

OBJECTIVE 1.2. PROVISION OF ADEQUATE SERVICES AND FACILITIES

Each existing housing development and residential neighborhood along with all new housing development shall meet existing adopted level of service standards.

Transportation Element

OBJECTIVE 1.5. TRANSPORTATION CONCURRENCY EXCEPTION AREAS

Establish Transportation Concurrency Exception Areas along Votran core transit corridors to support intensified mix use development and redevelopment as measured by floor area, impervious surface, and density along commercial corridors and in the downtown redevelopment area.

The proposed zoning map amendment is consistent with proposed land use designation of “Low Density Residential” of the subject property area 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.**

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 a development application (Preliminary Plat).

- 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 development activity which is the next agenda item. The abutting properties to the west are zoned as R-3, Single-Family Medium Density. The proposed zoning map amendment is consistent with the property's future land use designation 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.

- 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. Based on the change of land use designation and zoning classification, the proposed residential use would have less infrastructure impacts than the previous hospital use.

- 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 is within the city's Transportation Concurrency Exception Area (TCEA) as described in Objective 1.5. of the Transportation Element of the Comprehensive Plan. Policy 1.5.2. of the Transportation Element of the Comprehensive Plan states, "Development and redevelopment within designated TCEAs are exempt from traditional state-mandated transportation concurrency requirements but shall comply with Objective 1.6 of the Transportation Element and associated policies as well as transit design principles." Additionally, Chapter 1, Article V, Section 1-32(6)(l) of the Land Development Code states, "For development within a TCEA, no traffic study shall be required, concurrency shall not apply, and mitigation other than payment of the fee shall not be required. The mobility fee is a "pay and go" fee. Volusia County's Road Impact Fee shall apply." The project will have mobility fee credits based upon the hospital use.

- 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.

Chapter 1, Article II, 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 existing zoning district designations of B-1, Professional Office/Hospital to R-3, Single-Family Medium Density; and

• Land Use
--

- The zoning request is consistent with the compatibility matrix outlined in the Land Development Code for the Future Plan Map designation of "Low Density Residential".

RECOMMENDATION:

Staff recommends that the Planning Board recommend **APPROVAL** to the City Commission for a zoning map amendment from the existing zoning district classification of B-1, Professional Office/Hospital to R-3, Single-Family Medium Density for approximately 1.70 acres that includes a portion of 264 South Atlantic Avenue, a portion of 225 Magnolia Avenue and a portion of 300 South Atlantic Avenue.

Attachments:

ATTACHMENT 1: Proposed Zoning Map

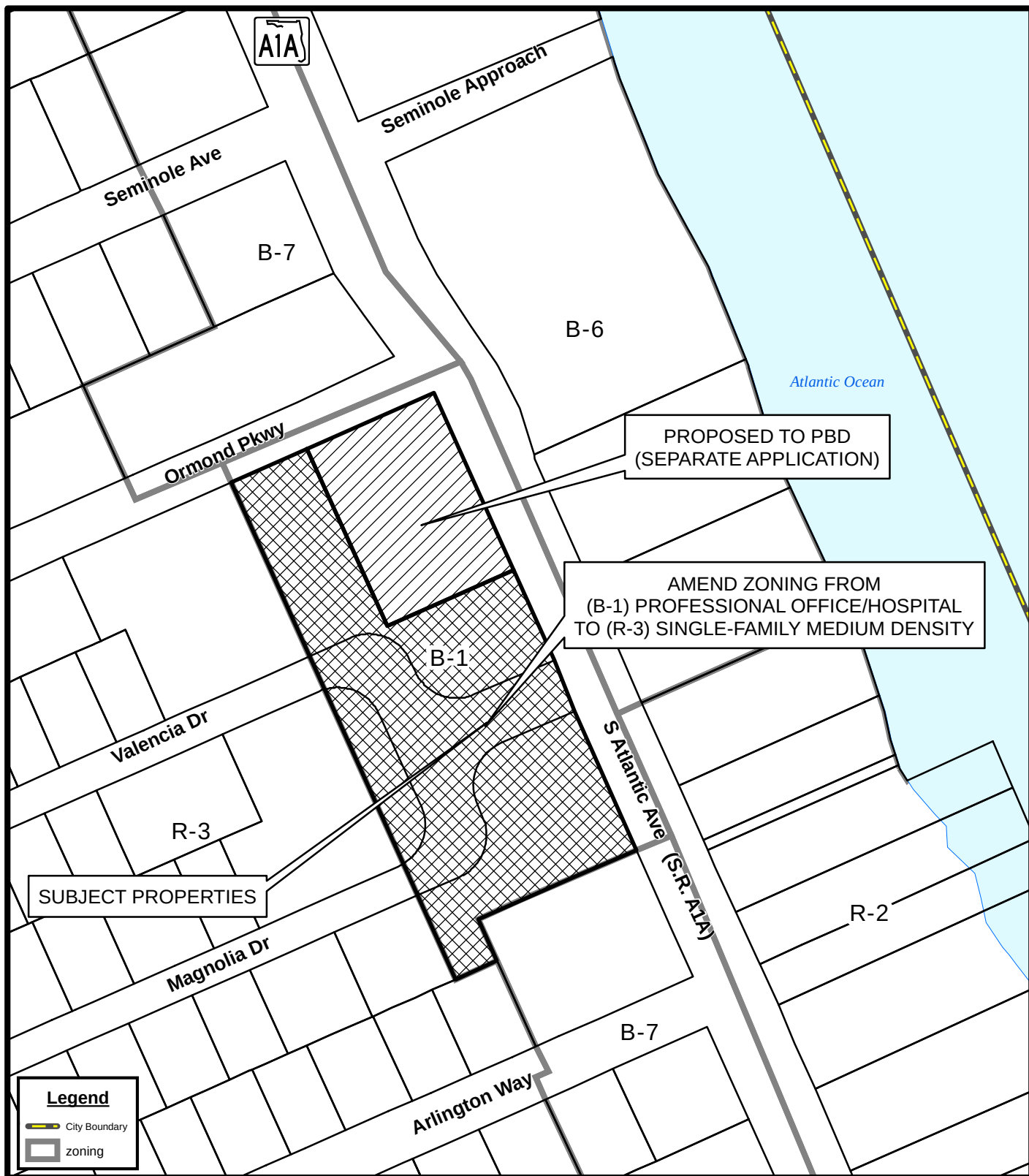
ATTACHMENT 2: Site pictures, Land Use, Location and Aerial maps

ATTACHMENT 3: Sketch & legal description

ATTACHMENT 4: Section 2-15, R-3, Single-Family Medium Density zoning district

ATTACHMENT 1

Proposed zoning map



Legend

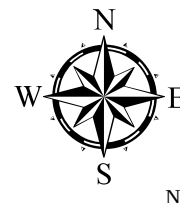
- City Boundary
- zoning



PROPOSED ZONING MAP

portion of - 264 SOUTH ATLANTIC AVE (4214-18-06-0010)
 portion of - 300 SOUTH ATLANTIC AVE (4214-20-02-0010)
 portion of - 225 MAGNOLIA DR (4214-20-04-0010)

Prepared By: The City of Ormond Beach
 G.I.S. Department - October 11, 2022



N.T.S.

ATTACHMENT 2

Site pictures, Land Use,
Location and Aerial maps

Portion of 264 South Atlantic Avenue





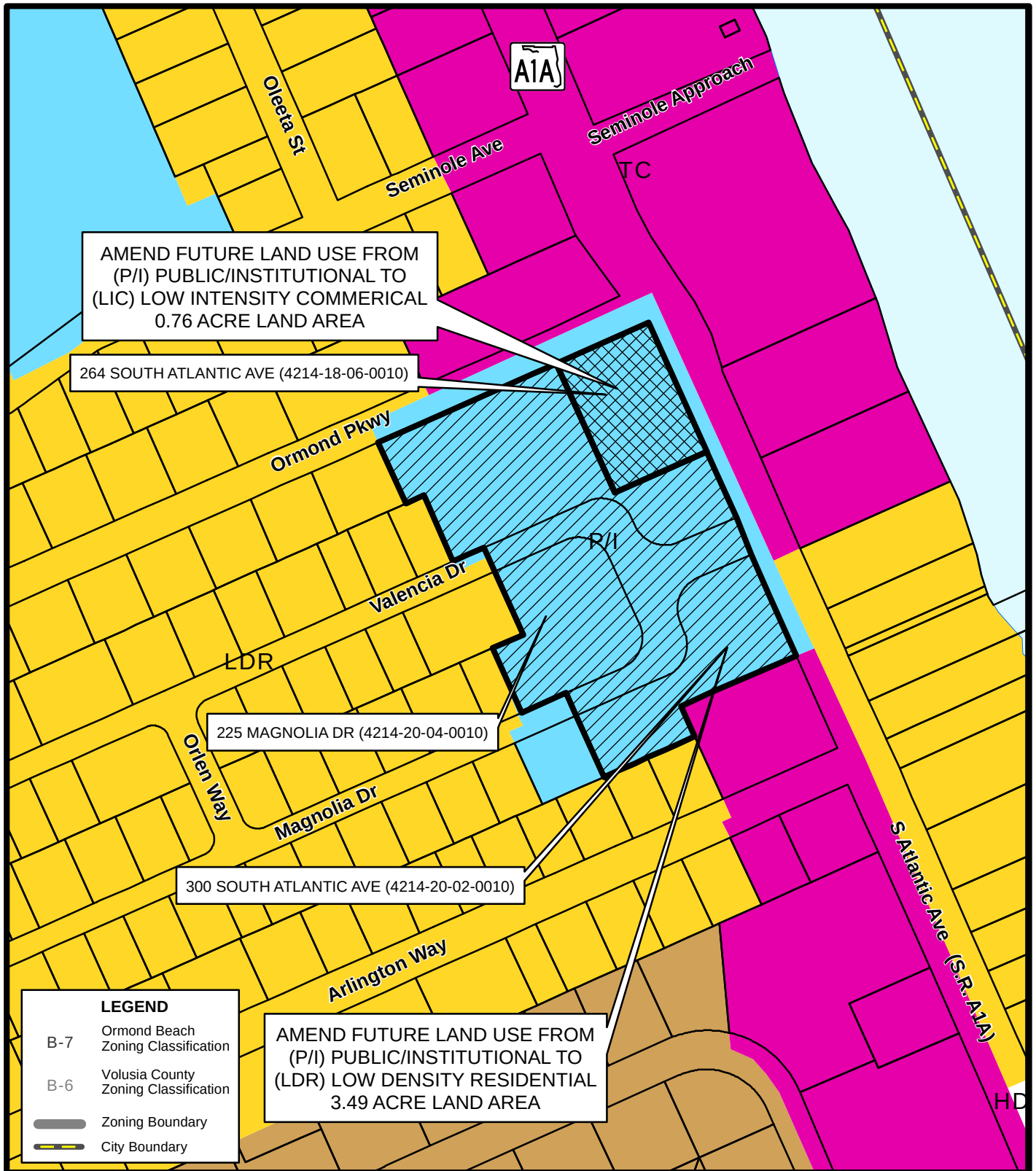
Portion of 225 Magnolia Drive

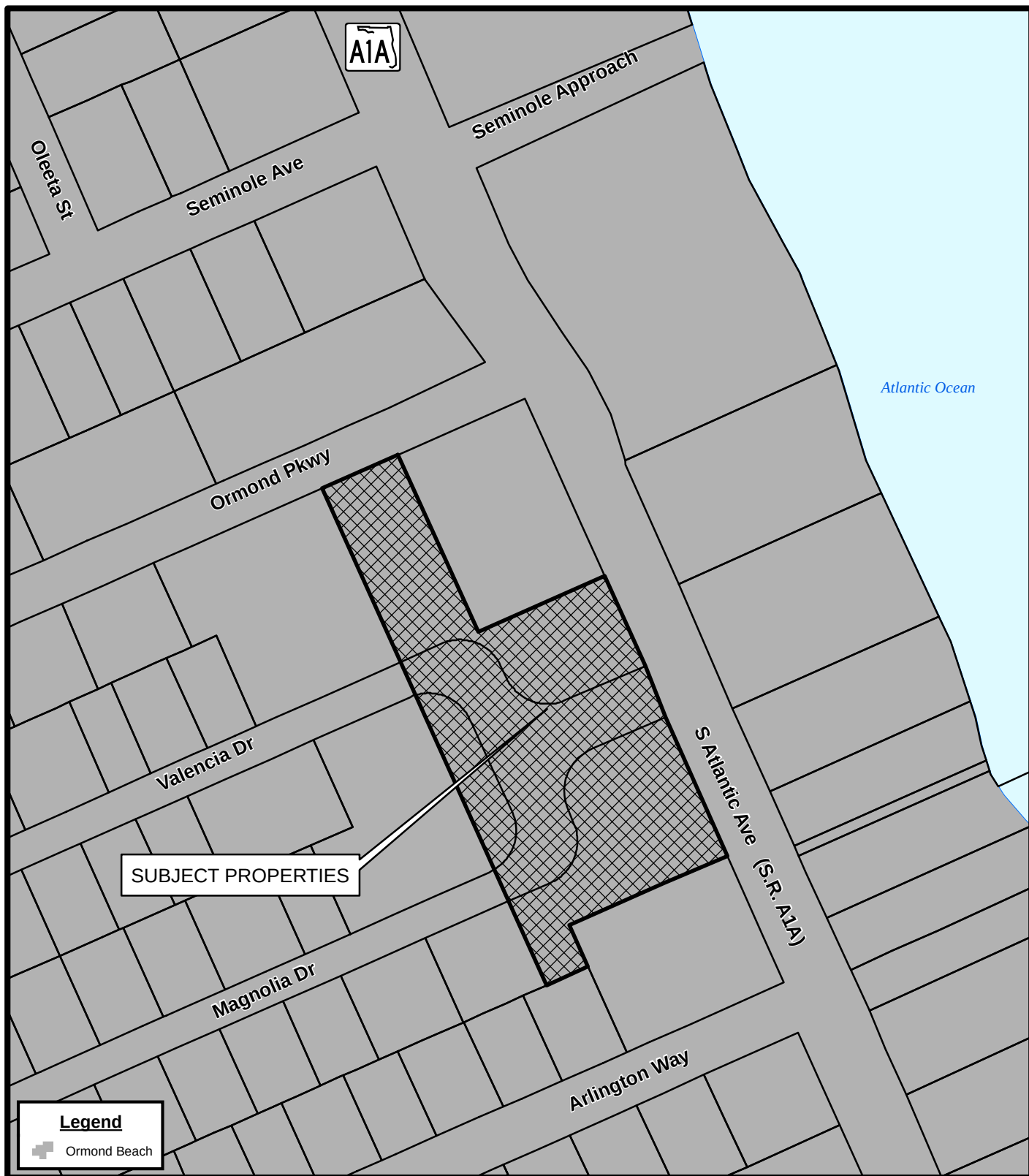
10/27/2022 14:35

Portion of 300 South Atlantic Avenue



10/27/2022 14:38

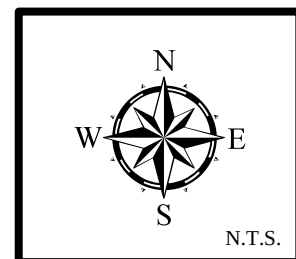




LOCATION MAP

portion of - 264 SOUTH ATLANTIC AVE (4214-18-06-0010)
 portion of - 300 SOUTH ATLANTIC AVE (4214-20-02-0010)
 portion of - 225 MAGNOLIA DR (4214-20-04-0010)

Prepared By: The City of Ormond Beach
 G.I.S. Department - October 11, 2022

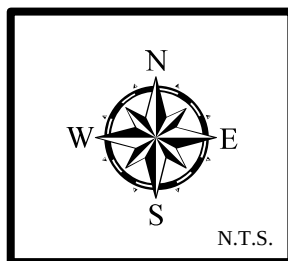




AERIAL MAP

portion of - 264 SOUTH ATLANTIC AVE (4214-18-06-0010)
 portion of - 300 SOUTH ATLANTIC AVE (4214-20-02-0010)
 portion of - 225 MAGNOLIA DR (4214-20-04-0010)

Prepared By: The City of Ormond Beach
 G.I.S. Department - October 11, 2022



ATTACHMENT 3

Sketch and legal
description of application
areas

LEGAL DESCRIPTION

A PORTION OF BLOCKS "A", "B", AND "D", ROCKEFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF COMMENCEMENT SAID POINT BEING THE NORTHEAST CORNER OF LOT 4, BLOCK "A" OF SAID ROCKEFELLER HEIGHTS SUBDIVISION; THENCE S23°53'59"E ALONG THE EASTERLY LINE OF SAID LOT 4 A DISTANCE OF 108.55 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY LINE RUN S65°23'30"W A DISTANCE OF 155.47 FEET; THENCE N24°36'30"W A DISTANCE OF 214.00 FEET; THENCE S65°55'24"W A DISTANCE OF 77.36 FEET; THENCE S24°04'36"E A DISTANCE OF 583.70 FEET; THENCE N65°55'24"E A DISTANCE OF 50.00 FEET; THENCE N24°40'36"W A DISTANCE OF 50.00 FEET; THENCE N65°55'24"E A DISTANCE OF 184.34 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SOUTH ATLANTIC AVENUE (RIGHT OF WAY VARIES); THENCE N23°53'59"W ALONG SAID WESTERLY LINE A DISTANCE OF 321.16 FEET TO THE POINT OF BEGINNING

SAID AREA CONTAINS 94,278 SQ.FT OR 2.16 ACRES MORE OR LESS*

***Legal description includes private land area and right-of-way**

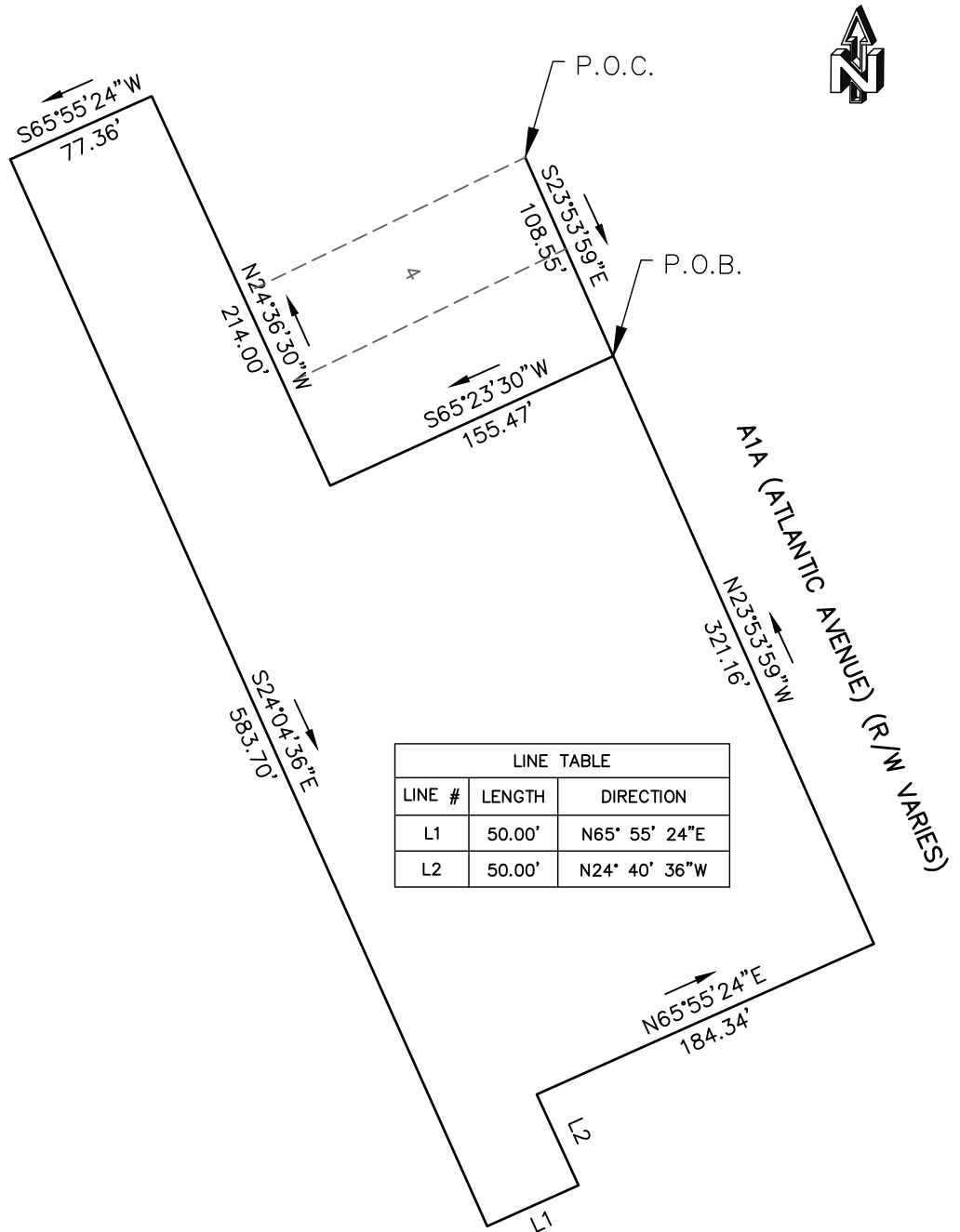
SHEET 1

SEE SHEET 2 FOR SKETCH OF DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 10/12/22	PROJECT NO.:
SCALE: N.T.S.	FILE: ORMHOLD
SHEET: 1 OF 2	DRAWN BY: CO

SKETCH OF DESCRIPTION



SHEET 2

SEE SHEET 1 FOR DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 10/12/22	PROJECT NO.:
SCALE: N.T.S.	FILE: ORMHOLD
SHEET: 2 OF 2	DRAWN BY: CO

ATTACHMENT 4

Section 2-15, R-3, Single-
Family Medium Density
zoning district

Sec. 2-15. R-3, Single-Family Medium Density Zoning District.

A. PURPOSE:		The purpose of the Single-Family Medium Density (R-3) Zoning District is to stabilize and protect the residential characteristics of existing medium density, single-family neighborhoods and to promote and encourage a suitable environment for family life.																										
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																
5.05 units per acre	30'	35%	75%	8,625 SF	75'	115'	None	25'	20'	8' total 20'	20'	30'																
C. PERMITTED USES			D. CONDITIONAL USES			E. SPECIAL EXCEPTION USES			F. OTHER STANDARDS																			
1. Community Residential Home 2. Dwelling, Singe-Family—Detached 3. School, Public			1. Adult Family Care Home 2. Assisted Living 3. Cemetery 4. Family Day Care Home 5. Foster Home 6. Group Home 7. Parks and Recreation Facilities, Private 8. Parks and Recreation Facilities, Public 9. Public Facilities 10. Public Utilities 11. Telecommunication Tower or Antenna, Camouflaged 12. Water Survival Instruction 13. Wind Energy System			1. Adult Day Care 2. Bed and Breakfast Inn 3. Child Care Facilities 4. Historic Preservation Mixed Use 5. House of Worship 6. Nursing Home 7. School, Private			All development must comply with setback requirements: 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). 4. Use of dwelling units for transient lodging is prohibited in order to protect and maintain the residential character of the zoning district. 5. Single-family residential buildings shall have the following minimum floor area: <table><tr><th>Type</th><th>1-Story</th><th>Split Level</th><th>2-Story</th></tr><tr><td>A</td><td>1,500 SF</td><td>1,800 SF</td><td>2,100 SF</td></tr><tr><td>B</td><td>1,350 SF</td><td>1,650 SF</td><td>2,000 SF</td></tr><tr><td>C</td><td>1,150 SF</td><td>1,400 SF</td><td>1,750 SF</td></tr></table> The required minimum building square footage for residential structures with a "C" zoning suffix (as shown on the official zoning map), may be reduced by 15% where the chief building official finds that the proposed building is to be occupied by residents which qualify for assistance as low- to medium-income as defined by the United States Department of Housing and Urban Development.				Type	1-Story	Split Level	2-Story	A	1,500 SF	1,800 SF	2,100 SF	B	1,350 SF	1,650 SF	2,000 SF	C	1,150 SF	1,400 SF	1,750 SF
Type	1-Story	Split Level	2-Story																									
A	1,500 SF	1,800 SF	2,100 SF																									
B	1,350 SF	1,650 SF	2,000 SF																									
C	1,150 SF	1,400 SF	1,750 SF																									
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.																												
H. SPECIAL STANDARDS:																												
Nonconformance: Single-family residential lots located within this district and having a minimum lot area of 7,500 square feet, a minimum width of 75', and are located in areas of the city where established street patterns and lot configurations are generally consistent with the 75'/7,500 square foot standard, shall be deemed to be conforming lots, subject to the setback and buffer requirements of Ordinance No. 78-35, as existed on December 31, 1991. Parcels within such districts may be divided into lots having minimum lot areas of 7,500 square feet and minimum widths of 75', provided the structure on each lot meets the setback and buffer requirements of Ordinance No. 78-35. However, where the recorded plat or covenants indicate front yards in excess of current city standards for principal buildings, said plat or covenants shall first be properly amended prior to the issuance of a building permit.																												
Approved Plats: Setbacks that are less restrictive than the standards listed above are acceptable, provided that they are either shown on the approved plat or a less restrictive standard was in place at the time of recording the original plat.																												

(Ord. No. 2013-11, § 2, 2-5-2013; Ord. No. 2013-13, § 8, 2-5-2013)

DRAFT

Planning Board minutes from December 5, 2022

ITEM:

RZ 2022-018(D) – Zoning Map amendment, Ormond Beach Holdings LLC, portions of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue

V. PRESENTATIONS

Mr. Spraker, Planning Director, introduced the presentation to thank Commissioner Tolland and Commissioner Briley for their service on the Planning Board. Each Planning Board member also thanked Commissioner Tolland and Commissioner Briley for their contributions to the Planning Board. Commissioner Tolland and Commissioner Briley each expressed gratitude to the Planning Board members.

VI. 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).

VII. APPROVAL OF MINUTES

October 13, 2022

Mr. Galloway moved to approve the October 13, 2022 Minutes. Ms. Shull seconded the motion. The minutes were unanimously approved.

VIII. PLANNING DIRECTOR'S REPORT

There was no Planning Director's report.

IX. PUBLIC HEARINGS

A. LUMA 2022-018(A): Small-Scale Comprehensive Plan Land Use Map amendment, 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 S. Atlantic Avenue

Mr. Spraker, Planning Director, explained the agenda topics associated with the Ormond Beach Holdings, LLC applications, starting with the first agenda item, the land use amendment for the properties at 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 S. Atlantic Avenue. The second and third items are for a zoning map amendment and an issuance of a development order, for the proposed hotel. He continued that the fourth item is a zoning map amendment to R-3 which impacts portions of aforementioned properties. The fifth and final item to be presented is the preliminary plat review for 15 proposed single-family homes. Mr. Spraker concluded that each item will be presented and voted on in order and separately.

Mr. Steven Spraker, Planning Director, explained the process and request for LUMA 2022-018(A), a Small-Scale Comprehensive Plan Land Use Map amendment for approximately 4.25 acres located at 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 South Atlantic Avenue from "Public/Institutional" to "Low Intensity Commercial" for approximately 0.76 acres and from "Public/Institutional" to "Low Density Residential" for approximately 3.49 acres. Mr. Spraker explained the process of a land use amendment, beginning with the administrative staff review with the Site Plan Review Committee (SPRC). A neighborhood meeting was held September 14, 2022, and today the application is reviewed by the Planning Board as an advisory

board to the City Commission. The City Commission meeting is planned tentatively for January 10th and January 24th, 2023. The land use amendments go to the Volusia Growth Management Commission and the Department of Economic Opportunity.

Mr. Spraker stated that the subject property was a 114,000 square foot-former hospital. The hospital has since been demolished and it is vacant land and the parking lots remain.

Mr. Spraker explained that every property has a land use and a zoning and how the land use is the vision of what the future property is going to be without a specific site plan. Looking at it today, the property was a former hospital and has a "Public/Institutional" land use, which did not allow residential density and had a Floor Area Ratio (FAR) of 0.8. He continued that the zoning for the property had a mixture of B-1, Office/Professional, Hospital, and R-3, Single-Family Residential. Mr. Spraker added that the land use is the focus in the current application. He further explained the proposed land use amendment. The proposed "Low Intensity Commercial" density allows 10 units per acre, with a Floor Area Ratio (FAR) of 0.6. The applicants are seeking a parking lot in the "Low Intensity Commercial" proposed land use area. The remainder of the land area is sought for "Low Density Residential" and allows up to 4.3 units per acre with a Floor Area Ratio (FAR) for residential and institutional uses 0.2. Mr. Spraker expounded on how the land use provides a framework of the uses and densities with no construction details to go onto the zoning map amendment and issuance of a development order and preliminary plat. South Atlantic Avenue is part of the City's transportation concurrency exception area and is exempt from traffic concurrency. Mr. Spraker concluded that staff recommends approval.

Chairman Thomas opened it up to the Board for discussion and questions.

Board questions:

Ms. Shull asked for explanation of the exemption of traffic concurrency. Mr. Spraker replied that the State of Florida established regulations for Dense Urban Land Areas (DULAs) and cities of certain sizes could be exempt from transportation concurrency. The City elected to use the multimodal corridors which are the areas that have public bus services. He concluded that State Road A1A, portions of Granada Boulevard and U.S. Highway 1 are multimodal corridors and exempt from concurrency.

Chairman Thomas stated that there is no hope of getting an emergency care center with confirmation that the property has already been purchased. Mr. Spraker detailed the way land use and zoning and property rights work, and how there is a menu of land use and choices. The city does not dictate what goes where, as it is the applicant's choice based on the market and what they seek to construct is consistent with the zoning district allowances.

Attorney Hayes further explained that there is a menu of choices and it is the property owners right on which of those available uses the applicants proposes for development, and once the determination is made, from there it goes to the Site Plan Review Committee (SPRC), who makes the recommendation to the Planning Board. He explained the basis of the decision making, considering certain legal criteria in the adopted land development regulations against which when the applicant comes before the Board, and then to the City Commission, that the evidence and facts will need to be weighed to evaluate if the application meets the legal criteria. Attorney

Hayes concluded that there are different criteria for land use, zoning and development orders.

Mr. Galloway commented that in his business, the interest has been to get a 'doc-in-the-box' between the cities of Daytona Beach and Ormond Beach, and was told was that the closest demographics that type of business will come to in the beachside area is along Granada Boulevard.

Chairman Thomas opened up the public hearing for those interested in speaking on the item.

Applicant's presentation

Mr. Rob Merrell III, P.A., Cobb Cole Attorneys at Law, 139 S. Ridgewood Avenue, introduced the group working on the project from Cobb Cole Attorneys at Law, Mr. Adam Plous, property owner, Contender Development, Parker Mynchenberg & Associates, Studio-Z Architecture, and Lassiter Transportation Group. Mr. Merrell stated that the subject property at one time was the Alaskan Motel, The Quality Inn, and the hospital. He added that he too feels that healthcare on the beachside is important, but the client purchased the property with the idea of primarily building a hotel. He continued that a portion of the property across the street is proposed to be ancillary parking for the hotel. It was decided to continue the neighborhood across the street from the hotel to A1A for the remainder of the property on the west side and commented that this will be more welcome to the area than what else could have been put in.

Mr. Chris Sandkuhler, Architect, Studio-Z Architecture, displayed a presentation video of the proposed hotel and property. He added that his firm has over 30 years of experience designing hotels, specifically along the Atlantic coast. Mr. Sandkuhler reviewed the project of a 137-room, 5-story, custom-oceanfront hotel, Residence Inn by Marriott. The interior and exterior of the hotel will be fully custom, meaning that no other hotel in the world will look like this hotel. It will feature an elevated pool deck, onsite parking of 108 spaces with approximately 60 ancillary parking spaces across the street for peak-demand times of the year. Mr. Sandkuhler continued that hotel residents will have a private beach access walkway and dune walkover parallel to the beach amenity deck/indoor-outdoor bar. On the north side of the site, some land will be deeded to Volusia County to provide a new beach access approach with a sidewalk and dune walkover structure along the Seminole beach approach. The hotel was oriented on the north side of the site to maintain as much as the view corridor as possible. Mr. Sandkuhler explained the vegetation including the palm trees, and proposed Florida Department of Transportation (FDOT) public crosswalk in further detail. The architecture design was described as coastal-Florida with hints of Victorian design with exposed rafter tails, standing seam metal roof, fiber cement, brick, vertically-oriented traditional windows, railing and a metal roof, which are aesthetic requirements of the City of Ormond Beach.

Mr. Scudiero commented on the large number of parking spaces for the hotel including the ancillary parking and it was determined that it is the requirement. Mr. Sandkuhler suggested that the parking could assist large families staying for more than a night and/or RVs or trailers in tow.

Mr. Jorczak asked how many parking spots are directly underneath of the hotel and inquired about conference room space. Mr. Sandkuhler answered between 50-60 parking spaces underneath, with 108 spaces total onsite, and explained that there is a

conference room but is unsure of its structure at this time. Mr. Jorczak referenced the recent hurricanes and inquired about the reinforcement plans for the building. Mr. Sandkuhler reassured that there are plans in place for the existing seawall as well as the addition of a secondary gravity seawall behind it for an extra layer of protection for potential flooding or tidal drift from the ocean. The structure will be concrete with augered-cast piling structuring with deep concrete piers extended into the ground and bedrock.

Ms. Shull inquired about the existing public beach access that is there currently. Mr. Merrell replied that the Seminole beach approach will be enhanced collaboratively with Volusia County.

Chairman Thomas asked how old the seawall is. Mr. Merrell was not certain but reiterated that another seawall will be installed behind it to protect the property. He concluded that the project should be viewed as an investment and welcomed addition to the area. The hotel will bring customers to the restaurants and be a new hotel for residents' families to stay.

Mr. Jorczak remarked on the proposed 15 lots across the street of the proposed hotel and commented that the lots appear larger than the existing lots in the subject property area. Mr. Merrell commented that they are larger in the manner that they are laid out. Mr. Jorczak inquired about number of lots proposed and it was determined that the applicants are under the density allowed and did it in a marketable-approach.

Chairman Thomas opened the public hearing back up for audience comments

Audience Comments

Mr. Scott Studner, 321 S. Atlantic Avenue, inquired about the parking lot on the west side of A1A. He stated that he lives three doors south of the proposed hotel, on the east side of A1A. He asked if it is binding that it stays a parking lot into the future or if it is possible to be developed into a commercial enterprise. He asked how the residential units will be developed, if it will be by a builder and if the lots will be sold for buyers to bring their own builders. Mr. Studner also asked if there was going to be a crosswalk between Beachside Johnny's Bar & Grill, and the intersection of Valencia Drive and Magnolia Drive. He added that he feels that the intersection of Valencia Drive and Magnolia Drive is a better spot to put the crosswalk because all of the houses in that area walk across the parking lot to go to the beach approach. He stated that with the proposed houses, people will be unable to walk through yards to walk to the newly created crosswalk. He suggested that if the people that come down Arlington Drive are concerned about a traffic light there to cross the street that they can go to the fire station.

Mr. Studner suggested a camera surveillance system at the remote parking lot as currently the existing parking lots are used for campers that leave garbage in the morning. He commented that he hoped for a portable Emergency Room (ER)/Doc-in-a-box as Mr. Galloway had mentioned prior. Mr. Galloway replied elaborating that it is a matter of getting someone to put one in and said that their business contacted six of them but that the demographics are not there to justify it. Mr. Studner concluded that he strongly endorses the project and remarked that it will be a great addition to the beachside area and can see participating in it with going to the hotel bar and bringing out-of-town guests there.

Ms. Nan Godwin, 204 Ormond Parkway, stated that she lives directly behind where the house construction will take place. She added that she is happy about the proposed

project as it will help the situation with the homeless taking up residence behind her house. She reviewed her list of questions ranging from if there will be restaurants and retail there, if the entrance of the axillary hotel will be on Ormond Parkway, to the construction timeline and who the builder is, and if the property can be sold again prior to the current proposed project. Ms. Godwin expressed her concern with the parking lot access being off of Ormond Parkway with the Dunkin' Donuts being on that street, with the congestion of customers going in and out. She suggested that the parking lot entrance be on A1A. Chairman Thomas remarked that the applicant will have a lot of money invested in the proposed project and does not foresee them selling. He stated that Mr. Merrell will answer all questions following audience participation.

Mr. Rob Keeler, 204 Magnolia Drive, remarked that he is in favor of the project but has concerns. He stated that he did not attend the neighborhood meeting but came across architectural renderings on the proposed residential project and has concerns about the building height requirements and location of buildings and where they face. Mr. Keeler added that he lives directly behind the existing parking lot located at 300 S. Atlantic Avenue. He expressed concern with the upkeep of that property at the current time as it has been lacking with a lot of trash that blows out into the street. He added concerns about street lighting and parking for the other homes. Mr. Keeler inquired about the FDOT crosswalk access, questioning if it will be a pedestrian controlled beacon or not. He asked if there would be a community wall between the current and new residents, and if it will be owned by a single-owner or sold off. Additional inquiries were if it would be controlled by a HOA or allowed for short-term rental businesses. Others concerns expressed with how construction staging and traffic will impact Magnolia Avenue. Mr. Keeler asked about the March 2017 traffic study prior to the hospital demolition, expressing the concern with the traffic count.

Ms. Candace Keeler, 204 Magnolia Drive, stated her concerns, beginning with her not receiving the abutter letter for the neighborhood meeting regarding the property proposal details. She continued that she found the information out by a neighbor and her husband reached out to the attorney firm that is working with the developer. Ms. Keeler explained that they are heavily impacted by the property located next door to their home, but are not opposed to the proposed hotel development. She expressed concern about the residential homes and water retention, water/drainage issues, traffic flow, and seeing the design renderings, square footage, and resale of the homes. She asked if the homes would be one-owner, multiple owners, real estate development firms, airbnbs or timeshares. Ms. Keeler remarked that they want to be sure that there is a barrier between them and whatever property is next to them. She explained that their home was broken into where vagrants took up occupancy in their home for 24 hours and have concerns with the property next door not being properly maintained, stating that they have rats, snakes and overgrowth of vegetation that are not being addressed. Ms. Keeler concluded that they are concerned with the fact that things are not being addressed now and wonders how they are going to be able to communicate with the developer when the project is underway.

Ms. Kimberly Campbell, 251 S. Halifax Drive, stated that she is in favor of the project and thinks that it will be a great addition to the community and added that she has been a resident of the city since 1974. Ms. Campbell continued that she is a realtor and designer in the community and feels that the growth is a positive for the community. She stated that her concerns have been addressed but reiterated that the traffic flow and drainage are of the most concern. She added that a current traffic

study should be done. The traffic most detrimental to the residents is from Dunkin' Donuts. Ms. Campbell remarked that during high school hours she noticed that the kids use Ormond Parkway to cut through and speed to avoid traffic on Halifax Drive or A1A going north.

Ms. Lee Dunkel, 94 Ormond Parkway, proposed that the Board discuss and consider climate change matters and what is happening with it in the area. She continued that the cost of continuing to do the same thing over and over, year after year, is going to become extremely costly for the residents and our community. She stated that while her home or the Board's homes may not have sustained hurricane damage, it does not mean that there have been no costs associated. There are clean-up costs, repair to infrastructure costs, damage to businesses, tourism industry, landscaping, in which everyone pays the repairs for, along with higher insurance fees, taxes, and gain higher stress levels, isolation, depression, insecurity, fear of the next season and what that may bring. Ms. Dunkel commented that she laughingly tells her friends, family and neighbors, that if she was 21 years old, she would not buy or build a home on the peninsula as it is a barrier island and will disappear as some have started to disappear in North Carolina and other parts of the country. She remarked that she is planting a seed, as no one seems to understand that all of this may disappear.

Mr. Glenn Lowry, 97 Valencia Drive, stated that he moved here five years ago and watched when the hospital was torn down and hoped that there would be a park there in the open space. He commented that the development of the 15 houses would be great. He added that Marriott Residence Inn currently has 30 brands and if he were to pick a favorite, he would pick the design proposed. Mr. Lowry stated that he would use the crosswalk as he is an avid beachgoer. He expressed his satisfaction with the design and quality of the project.

Mr. Bill Treaster, 90 Magnolia Drive, commented that he is pleased with most of the project but questions the housing in the neighborhood on how many will be two-story versus single-story and inquired on how it will be determined. He asked if the restaurant and bar for the hotel will be open to the public or private for the occupants. Mr. Treaster inquired about the L-shape at Magnolia Drive on the plans.

Ms. Caj Pinero, 176 Seminole Avenue, stated that they moved into their house Friday the 13th in 2000 and at that time there was a hotel on the proposed hotel property until the hurricanes took it away. She added that she has no problem with there being another hotel there but does have a problem with the rodents that came from the property site. She asked if something can be done to manage the rodents when doing construction. Ms. Pinero expressed concern with the building of two-story housing with hurricanes and shadowing. She is glad to hear of the building height limitations of the hotel. Ms. Pinero asked if the new houses will be affordable-housing as there are a lot of people on fixed incomes, and asked if they will be rental properties or if they will be bought as homes. She added that she did not receive a notice about the neighborhood meeting but understood that it could be due to having a new mail carrier and is not overly concerned with that part. She remarked that she did recently get the last certified letter from the City's Planning department that was sent out regarding the project. Ms. Pinero thanked the Board for accepting the input of the community and expressed her happiness to share.

There was question as to the timing of the other residents' comments and Attorney Hayes reiterated that the first piece of the project is the land use map amendment and is not into the actual development which will come later. He added that it is more

appropriate to have comments regarding particular items at the time of their spot on the agenda. Attorney Hayes did not see a problem with the public speaking now, he said, being that there were no legal issues with those wanting to speak about the project at the current time, as long as the applicant does not have issues with it and each of the items are considered on their own merits based on the criteria for those items.

Ms. Christine Uranaka, 155 Arlington Way, remarked that she feels more erosion studies are required in light of the recent hurricanes. She commented that the video of the proposed hotel and property was gorgeous with 200 feet of beach that does not exist. She stated that the baby-of-a-hurricane that the area just had did damage and how Fort Myers was demolished with a category 4 hurricane. Ms. Uranaka suggested that these matters be taken into consideration before rushing into building the hotel. Erosion setbacks should be researched. Ms. Uranaka commented on the residential portion of the project adding that there are a lot of questions due to the builder/developer not being present at the neighborhood meeting. A lot of the questions were left unanswered with a standard reply that the project would all go according to zoning regulations. The meeting attendees were told that the meeting would be shut down if the arguing continued, she said. Ms. Uranaka stated before allowing the rezoning, that another proper meeting should be scheduled with all of the players present and the citizens of the community. She commented on the fact that the houses were not planned to be affordable-housing and how if they are not affordable at 6 percent interest that they will not be affordable at 8 percent interest and does not want the builder or developer to be able to decrease quality to meet their agenda. She expressed that the true agenda is in question after not getting all questions answered at the neighborhood meeting.

Ms. Margaret Sharifi, 210 Valencia Drive, commented that a lot of people were not aware of the 15-home project as the only people receiving letters were within the required 300 feet of the project. She explained that she printed and shared the information with neighbors for awareness. Ms. Sharifi stated that her family owns two homes on Valencia Drive and have lived there for 45 years. Homes in the neighborhood were built in the 1950s with a few from the 1920s.

Ms. Sharifi continued that at the September neighborhood meeting, Cobb and Cole Attorneys representatives advised that Ormond Beach Holdings, LLC, whose legal address is in Miami, proposed to build 15 single-family homes on the west side of A1A, directly east of their neighborhood and how purchasers of the single-family homes will have the option of one or two-stories. At the time of the meeting, the builder had not been named. Ms. Sharifi added that the proposed site is zoned commercial and will need a planning change to residential for their plan to proceed. She explained the following concerns of traffic, and the additional 30-45 cars for the additional houses, depending on the number of teenagers that they might have. She also had concerns about a limited egress to A1A due to no left-hand turn on A1A, according to her understanding. She added that she thought that is what the L-shape was on the map that was another one of the resident's concerns, and they were told that they were not going to be able to make right-hand turns onto A1A. Ms. Sharifi stated that they currently have a 30-foot buffer zone and that there is no buffer zone required for residential, if there is a change from commercial to residential. She added that there are six drainage easements on the proposed site to collect water and debris and expressed concern with no maintenance of the drainage easements and mosquitos. She commented on the height of the homes at 18 to 20 feet tall that will

be in front of their neighborhood that will block sea breezes and sight views from the ocean and impacting air quality. Ms. Sharifi commented that if they retain commercial zoning it will require the 30-foot buffer zone and is an ideal location for an urgent care center and possible beach-oriented shops. She continued that the egress for traffic would be direct from the shops to A1A and now if the proposed projects continue, that there will be an increase of traffic. Ms. Sharifi commented that all need to be cognizant of the recent loss of beachside houses and condos in Volusia County by being proactive in considering the future sea level impact on any new construction close to the sea. She expressed that she would like to know the timeline for construction. She concluded that the idea of the homes to her is like having a Lamborghini in front of a Volkswagen Beetle, and stated that she prefers a Volkswagen Beetle.

Ms. Corine Senia, 209 Magnolia Drive, expressed her concerns as she is directly next to the parking lot and heard that they are putting a retention easement next to her house for water drainage, and the mosquitos that will come with that. She continued that she is also a victim of tumors and is afraid of the repellent sprays that may be sprayed to control the mosquitos. Ms. Senia stated that she has monarch butterflies in her yard and turtles that walk across the street from her neighbor's yard. She has noticed the turtles walk in the lot next door where the retention pond will go. She added that they also have red tail hawks in the neighborhood and asks that everyone be cognizant of the nature and ecology in this beach town. Ms. Senia commented on the traffic that the project will bring and does not want it to affect the wildlife and children in the area. She concluded that her and her neighbors want the neighborhood to stay the same and do not want to be taxed out of the neighborhood.

Mr. Merrell responded to the resident's inquiries:

Regarding the zoning inquiry, the parking lot is binding. The Planned Development zoning is a custom zoning for the piece of the property that includes the hotel and the adjacent parking lot and it says that it is the only use that can be made of the property.

Alsop Properties Inc., is the name of the residential, local builder. At this stage of the process it is unknown the types of housing that will be built.

Regarding the single-family residential housing part of the project, Mr. Merrell commented that he hopes that the community is happy with this proposal and not more interested in having souvenir/T-shirt shops in the community.

The FDOT has the crosswalk planned to go across from Dunkin' Donuts and is ultimately under FDOT jurisdiction.

The owner stated that the camera surveillance in the parking lot will be more a Marriott-inquiry that will be passed on to them.

Restaurant and retail uses will not be allowed on the properties per R-3 zoning district guidelines.

The entrance to the auxiliary parking lot is planned to be off of Ormond Parkway. Per the FDOT permit, it is assumed that the entrance for the parking lot being off of A1A will be discouraged but will be looked into.

Construction timing is now following getting through this process. The Planned Development document specifies the outside timeline, but the straight-zoning piece of the project is whenever someone wants to build a house.

It is not the owner's intent to sell the properties as a lot of expense and pain and suffering has gone into it and the plan is to build the project.

Architectural renderings of the homes were produced as well as the hotel. It is possible for anyone to get in touch with the builder.

Regarding upkeep of the vacant lot, Mr. Merrell asked Mr. Adam Plous, property owner, Ormond Holdings, LLC, to respond to the question.

Mr. Adam Plous, property owner, Ormond Holdings, LLC, stated that he spoke with Mr. Chris Mason, Neighborhood Improvement Department, City of Ormond Beach, and was informed that the vacant lot land needed cleanup. Thirty-five thousand dollars was spent cleaning out old hedges and trash with the help of Yellowstone Landscaping. Mr. Plous added that the landscaping group is scheduled to attend to the property monthly and Mr. Mason confirmed that this was being done.

Mr. Merrell continued with response to the resident's inquiries:

The hotel is 5-stories and is 72 feet high. The residential homes will be one or two-story within the 30-foot height limitation in the R-3 zoning district.

There are strict turtle lighting guidelines.

Regarding a controlled beacon at the crosswalk, it is under the control of FDOT.

Regarding the inquiry of if a buffer wall will be between where the hospital was and the existing citizens in the area are, Mr. Merrell deferred to Mr. Kevin Lee, Parker Mynchenberg & Associates, for clarification.

Mr. Kevin Lee, Civil Engineer, Parker Mynchenberg & Associates, addressed the buffer inquiries, stating that the intent was adding residential lots next to the existing residential houses and no buffer is planned there as they intend for the house lots to look similar to one another. The proposed buffers are between the proposed residential subdivision and the remote parking and between the single-family lots and A1A. A 6-foot concrete stucco wall is proposed as well as landscaping required for the buffer. Mr. Lee added that the landscaping up against A1A will be between the wall on A1A.

Mr. Lee addressed the drainage inquiries, stating that the drainage on the hotel site is underground. Volume for stormwater treatment is provided onsite and in underground trenches. Any additional discharge will go to the FDOT drainage system towards the west to the Halifax River. A permit is soon to be approved by FDOT. There is DEP, St. Johns River Water Management District, and FDOT criteria to follow for the process. Drainage easements were proposed for the single-family residential lots where there will be dry retention ponds. Mr. Lee continued with the ponding, mosquito and pest concerns, replying that there are very well drained soils on the beachside. He explained that during a storm event the idea is that the water runs out and gets captured in the dry retention pond and is able to percolate into the ground for treatment within the 72-hour-rule, although it is much quicker that all of the water goes away leaving no standing water. Therefore, he stated, pests are not attracted to the dry retention ponds.

Mr. Merrell continued addressing the resident's inquiries:

The houses will be individual property owners and have a Homeowners' Association (HOA). Short-term rentals are a period of six months or less and not permitted in the proposed zoning district.

Regarding construction and staging, Mr. Merrell passed the inquiry on to Mr. Plous, who replied that there are parking spots next to the hotel. There will not be a need for a construction staging location as there is plenty of room on the property. If need be, they will also use the remote parking spot across the street.

Mr. Sans Lassiter, Lassiter Transportation Group, LTG, 1450 West Granada Boulevard, touched on the traffic study questions, replying that a traffic study has been done for both land use and zoning changes. Another traffic study will be done in the development stage.

Mr. Merrell added that the rezoning and the Comprehensive Plan amendment processes, from a transportation impact standpoint, have a theoretical analysis as opposed to counting cars on a road. The existing zoning allowances now are considered and what is being asked for and then compared. Mr. Merrell stated that there is a reduction in the transportation impact which was included in the published Staff Report/Planning Board packet.

Mr. Lassiter explained that the purpose followed for looking at the Comprehensive Plan amendment and rezoning was to compare prior land use to existing land use to proposed land use and have done the studies which show the reductions in transportation.

Mr. Merrell replied to those that did not get an opportunity to attend the neighborhood meeting and stated that notice is given within 300 feet of the property boundary with an affidavit on file specifying that it was done. Mr. Merrell added that it is also advertised through city media which goes beyond the 300 feet. He advised any interested in talking with him after the meeting was welcome as there will not be another neighborhood meeting. He expressed hope in the projects having two more meetings at City Commission where dialogue can be continued.

Mr. Merrell addressed Ms. Dunkel's comments, referring to it as 'the elephant in the room', remarking that there will be a lot of conversation about global warming and the sea rise as he is working on several oceanfront property projects that are also talking about the matter. He expressed his own personal interest with him being the fourth generation growing up on 'this island', as well as his great grandmother and said that everyone is thinking about it. Mr. Merrell referenced recent newspaper articles that are also talking about it. In reference to the inquiry about what is being done in terms of construction to prevent catastrophic failure on this project, it has substantial seawalls on either side. He offered to speak with Ms. Dunkel offline following the meeting.

Mr. Merrell addressed the inquiry as to if the hotel restaurant would be open to the public and confirmed that it will be, although will not be publicly advertised as such.

Mr. Merrell added that this project will not be subsidized affordable housing and will be market-rate.

The L-shaped bar inquiry was referenced and it was explained that it is a stop-bar at the T-intersection at A1A.

In reference to the wildlife concerns, Mr. Merrell concluded that the environmental report is included in the meeting agenda packet which is online.

Chairman Thomas opened the public hearing back up for audience comments.

Audience Comments

Ms. Candace Keeler, 204 Magnolia Drive, asked for the residential building height clarification. Chairman Thomas answered that from his understanding it is from the peak of the roof and not the ceiling of the top of the second floor. Ms. Keeler asked staff for further clarification. Mr. Steven Spraker, Planning Director, explained that the preliminary plat and the zoning are going to a straight R-3 zoning district, which is the same R-3 zoning district to the west of the property and throughout the city, where 30 feet height limits are allowed. A three-story home may be possible with a flat roof, but most are two-stories. The 30-foot height requirement is the mean roof height and not the peak of the roof. Mr. Spraker stated that the residential project is not part of the Planned Business Development (PBD), and is a separate part of it. It is going to a straight-zoning and no variances are being asked for.

Mr. Jorczak asked about the aforementioned existing water issues on Magnolia Drive and if the city is aware of them. He also asked if the residential portion of the project requires any build up in elevation on the ground versus the surrounding area and put residential construction on that land. Mr. Spraker replied that he is not aware of any drainage issues there but added that Public Works or Engineering Departments may be. Regarding the properties being sought for residential, grading inquiries, Mr. Spraker deferred the inquiry on to Mr. David Allen, Planning Civil Engineer, City of Ormond Beach, and commented that there is a substantial overall reduction in terms of the surface area, and added how removing all of the parking lots will decrease the overall impervious area.

Mr. David Allen, Planning Civil Engineer, addressed the grading of the individual lots, stating that the grading is having fill imported from the ponds that are being constructed onto the lots. The city has a requirement that the finished floor be 18 inches above the center line of the road, which was not the case back when the existing homes were constructed. Mr. Allen continued that the area of the parking lot which was basically flat with the road, now is required to be raised for the finished floor. The drainage for the parking lot consisted of infiltration pipes and graded catch areas that did not take the water away, as it sat in the system where when heavy rains would back up due to lack of maintenance to the grates and structures, left the water run out into the street. Mr. Allen advised that it was requested for the engineer to advise how much impervious surface was on the parking lots and how much impervious surface was going to be on the lots. It was found that there was a significant decrease in impervious surface, allowing more opportunity for the water to infiltrate into the ground.

Mr. Jorczak asked if the process would require stem wall installation between the adjacent neighborhoods. Mr. Allen answered that it will not. The two retention ponds separate and the lots that did not have the retention pond are slightly wider in order to get the elevation back down to what is existing on the property line at that point. Mr. Jorczak asked for reassurance that the city will require any and all water that is coming off of the new residential lots be contained within the system. Mr. Allen reassured that is correct and that there should not be any accumulation of water from the development into the adjacent neighborhood.

Chairman Thomas opened the public hearing back up for audience comments.

Audience Comments

Mr. Bill Treaster, 90 Magnolia Drive, commented that he has lived in Florida for 74 years and likes it and added that we have to live with climate-warming and similar matters. He referenced the L-shape stop bar again and asked for additional

information. Mr. Lassiter replied that it is made of thermal plastic which is a type of plastic that is heated and melted into the pavement to become pavement marking and is made to last longer than traditional paint. He clarified that it is more of a 'stop-line' than a 'bar'.

Mr. Mark Sharifi, 210 Valencia Drive, expressed his concerns with runoff being that he lives next to lot 7, in an older lot from the 1920s, which is sunk in and set lower than lot 7. He questions whether he needs to bring in fill to raise his yard. He asked the timeline of construction with the commercial and residential projects with concern that it could drag on for years.

Mr. Plous replied that the builders will be purchasing the 15 lots portion upon the completion of the approval and will want to get it started and done as fast as possible.

Chairman Thomas opened it up to the Board for discussion.

After clarifying that a roof can be popped off of any of the houses abutting the proposed residential houses in the R-3 zoning district to install a 30-foot-high roofline (to the point of the hip), Mr. Galloway reassured the residents of the area, that they are not asking for anything different than what the code in the housing industry already allows.

Chairman Thomas entertained a motion.

Mr. Galloway motioned to approve LUMA 2022-018(A): Small-Scale Comprehensive Plan Land Use Map amendment, 264 South Atlantic Avenue, 225 Magnolia Drive, and 300 S. Atlantic Avenue. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-0).

B. PBD 2022-018(B)(1): Zoning Map amendment, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue

Chairman Thomas opened it up to the Board for discussion.

Chairman Thomas entertained a motion.

Mr. Jorczak motioned to approve PBD 2022-018(B)(1): Zoning Map amendment, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue. Ms. Shull seconded it. Vote was called, and the motion was approved (5-0).

C. PBD 2022-018(B)(2): Issuance of a Development Order, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue

Chairman Thomas opened it up to the Board for discussion.

Ms. Shull inquired about the environmental study that showed that there was not any wildlife and asked if another can be performed. Mr. Plous replied that in the environmental study survey they check for chemicals and plants and wildlife on the *endangered* species lists. He confirmed that beachside properties test for nesting turtles, and stated that they are still working on the sea turtle lighting plans.

Chairman Thomas concurred and entertained a motion.

Ms. Shull motioned to approve PBD 2022-018(B)(2): Issuance of a Development Order, Ormond Beach Holdings, LLC, 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue. Mr. Scudiero seconded it.

Motion Discussion

Mr. Scudiero commended the applicant on the ‘state of the art’ modern-hotel project and the evidence that they have complied with height limits, beach access for vehicles and pedestrians, and working with the neighbors and the community. It was discussed and determined that the last time a new hotel was built on Ormond Beach was in 2010.

Mr. Galloway remarked that we live at ‘the World’s Most Famous Beach’ and stated that our largest industry is the tourism industry. He expressed recalling when there was not an empty lot on the beach and when bringing investors in the community he hears their inquiries on why all of the land is empty at ‘the World’s Most Famous Beach’. Mr. Galloway commented that young people are missing at the meeting and suggested that everyone do better redevelopment in the area. He concluded that this project is an example that leads to the future of what investors on Wall Street look at when they come into a community, whether they are going to invest in a good city with good bones or drive around and see empty beachfront property. Mr. Galloway said that he understands the global-warming concerns. He thanked the applicant for investing into this community that will lead to other good quality hotels and motels.

Chairman Thomas referenced today’s newspaper where there was an article about a 29-story condominium going up in Daytona Beach. He added that Marriott brings a high-quality name to the area and will help Ormond Beach with first-class accommodations for visitors.

Mr. Jorczak expressed how he is pleased with the project and commented that the city is a tourist area and vacation spot, and how one of the objectives of the city is to transformation the economic mix and develop more light business activity which is critical in having a diversified economy. It will provide work opportunities for citizens’ children to stay in the area. He continued that it will provide an economic tax base in which one of the elements are to have the accommodations for light industry. The city has made a tremendous effort in transforming the northwest quadrant of the city with developing the new industrial park and the activity in The Crossings area. Mr. Jorczak added that the first-class hotel will assist businesses with bringing their customers in to evaluate their companies. He made a remark that he, himself, would love to be able to put a customer on the beach in a first-class hotel so that when the customer comes to visit his facility, that they have a positive experience and stay during their visit. Mr. Jorczak concluded that it is needed for growth and sustainability, and required to be able to afford the tax basis for the comforts and amenities that we would like to have for our families and our children, including the parks and recreational facilities and a first-class school system.

Chairman Thomas added that at one time this area was not as well-known and commented that it has come a long way with Ormond Beach being proud of that.

Vote was called, and the motion was approved (5-0).

D. RZ 2022-018(D): Zoning Map amendment, Ormond Beach Holdings, LLC, portions of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue

Chairman Thomas opened it up to the Board and entertained a motion.

Mr. Jorczak motioned to approve RZ 2022-018(D): Zoning Map amendment, Ormond Beach Holdings, LLC, portions of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. Mr. Scudiero seconded it.

Ms. Shull expressed her satisfaction with the west side of the property being residential. She commented on how it has looked horrible with many complaints. She stated that she attended the neighborhood meeting and saw that their concerns were heard and met.

Mr. Galloway added that the project is a value-added proposition and believes that homeowners values will be increased as a result of it.

Vote was called, and the motion was approved (5-0).

Chairman Thomas called for a five (5) minute recess.

E. PP 2022-018(C): Tides Edge Preliminary Plat, a portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue

Chairman Thomas opened it up to the Board and entertained a motion.

Ms. Shull motioned to approve PP 2022-018(C): Tides Edge Preliminary Plat, a portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. Mr. Scudiero seconded it. Vote was called, and the motion was approved (5-0).

F. PP 2022-091: Archer's Mills, Phase 3A Preliminary Plat, Plantation Oaks Planned Residential Development

Mr. Steven Spraker, Planning Director, explained the request for a preliminary plat submitted by Plantation Oaks of Ormond Beach, LLC, for the subdivision of 42.38 acres into 94 single-family lots and associated site improvements. The subject property is located within the Plantation Oaks Planned Residential Development (PRD) along Plantation Oaks Boulevard. Mr. Spraker explained the platting process. The Plantation Oaks PRD was approved by the City Commission by three ordinances, this application has been reviewed by the Site Plan Review Committee (SPRC), and tonight the Planning Board is reviewing it and will make a recommendation to the City Commission tentatively January 10th, 2023. Then, if approved, it will go to construction, then go to final plat and back to SPRC and again back to City Commission for a final hearing.

Mr. Spraker stated that the manufactured modular homes in Plantation Oaks Phase 2A is completed. Phases B, C, D in Phase 2 are under construction for the infrastructure improvements, and how Phase 1A is the only single-family construction that is in the City of Ormond Beach currently for 121 lots. He continued that this would be the second subdivision that would be under construction for single-

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 8.K
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-07	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	Small Scale Comprehensive Plan Land Use Map Amendment, RidgeHaven West			
Budget Impact:	There is no budget impact as the result of this land use amendment.			
Summary:	Request from RCM Properties, LLC, property owner, for a Small-Scale Comp Plan Land Use Map amendment for approx 13.13-acres from "Low Intensity Commercial" to "Medium Density Residential." The land use amendment shall maintain the existing land use limitation of a maximum of 8 units per acre for residential development.			
Recommended Action:	Approval of the Future Land Use Map amendment for approximately 13.13-acres generally located south of platted road, Pennsylvania Ave and along platted roadways of Rosemary St and Benton St, west of Plantation Oaks Blvd, Volusia Co. Property Appraiser parcel IDs: 3136-01-08-0010 and 3136-01-09-0001, from "Low Intensity Commercial" to "Medium Density Residential" with land use map annotation of existing land use limitation of a maximum of eight (8) units per acre for residential development. If approved, staff would transmit the land use amendment to the Volusia County Growth Management Commission and State Dept of Economic Opportunity.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval: Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager 12/14/2022 12/19/2022  				

Joyce Shanahan, City Manager

12/20/2022





CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: January 10, 2023
Subject: Small Scale Comprehensive Plan Land Use Map Amendment, RidgeHaven West

Commission Goal: Community Development - Other

Introduction

This is a request from RCM Properties, LLC, property owner, for a Small-Scale Comprehensive Plan Land Use Map amendment for approximately 13.13-acres generally located south of the platted road of Pennsylvania Avenue and along the platted roadways of Rosemary Street and Benton Street, west of Plantation Oaks Boulevard, Volusia County Property Appraiser parcel identification numbers: 3136-01-08-0010 and 3136-01-09-0001, from "Low Intensity Commercial" to "Medium Density Residential." The land use amendment shall maintain the existing land use limitation of a maximum of eight (8) units per acre for residential development.

Background

The subject property is approximately 13.13 acres and is currently vacant. The current land use map designation is "Low Intensity Commercial" and the zoning classification is B-7, Highway Tourist Commercial. There have been no previous development related applications with the subject property. The land area is part of the Interlocal Service Boundary Agreement (ISBA) adopted by the City of Ormond Beach City Commission and by the Volusia County Council effective and recorded on August 28, 2014. As part of the adoption of the ISBA, Comprehensive Plan policies were established to maintain what was allowed by the Volusia County land use map entitlements. Policy 9.1.4 of the Comprehensive Plan Future Land Use Element contains table 4 that provides the following land use map annotations: "Density shall not exceed 8 dwelling units per acre. Maximum FAR shall not exceed 0.50 for retail or 0.55 for all other Nonresidential uses." The subject property is within unincorporated Volusia County and would require annexation prior to any utility connections. There are no current site plans submitted for the 13.13 acres under this application.

Discussion

The staff report provides an analysis of 13.13 acres of land area with the existing land use of “Low Intensity Commercial” and the proposed land use of “Medium Density Residential” with the following map annotations:

- Existing land use: Density shall not exceed 8 dwelling units per acre. The maximum FAR shall not exceed 0.50 for retail or 0.55 for all other nonresidential uses.
- Proposed land use: Density shall not exceed 8 dwelling units per acre.

Impact analysis:

Property acreage = 13.13 acres

Allowed entitlements	Existing LIC land use	Proposed MDR land use
Maximum density (residential) units per acre	8	8
Maximum density (residential)	105 units	105 units
Maximum floor area ratio	0.50	0.30
Maximum building square footage (SF)	285,971 SF	171,582 SF

The existing “Low Intensity Commercial” land use allows a theoretical maximum of 105 residential units and a maximum building size of 285,971 square feet. The proposed “Medium Density Residential” land use allows a theoretical maximum of 105 residential units and residential related uses with a maximum building size of 171,582 square feet. In summary, the land use change does not amend the allowed residential uses, decreases the non-residential uses by 114,389 square feet, and removes the commercial uses such as retail sales, office, personal services, and transient lodging.

Planning Board

The Planning Board reviewed the land use map amendment at the December 5, 2022 meeting and recommended approval with a 5-0 vote. There were no individuals who spoke for or against this item. The Planning Board minutes are attached to this item.

Budget Impact

There is no budget impact as the result of this land use amendment.

Citizen Impact

There is no anticipated citizen impact anticipated with this land use amendment. The land use establishes the framework for the zoning and site development applications. The land use reduces the theoretical maximum infrastructure impacts of development.

Recommendation

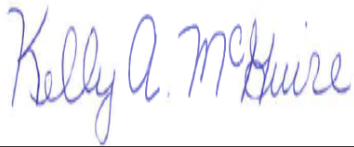
Approval of the Future Land Use Map amendment for approximately 13.13-acres generally located south of platted road, Pennsylvania Ave and along platted roadways of Rosemary St and Benton St, west of Plantation Oaks Blvd, Volusia Co. Property Appraiser parcel IDs: 3136-01-08-0010 and 3136-01-09-0001, from “Low Intensity

Commercial” to “Medium Density Residential” with land use map annotation of existing land use limitation of a maximum of eight (8) units per acre for residential development. If approved, staff would transmit the land use amendment to the Volusia County Growth Management Commission and State Dept of Economic Opportunity.

Attachments:

1. 23-07 RidgeHaven West land use amendment (P22-0202G)
2. Exhibit A, Sketch and Legal (8.5X11)
3. Exhibit B, Map with annotation
4. 12.05.2022 Land Use Amendment RidgeHaven West PB Staff Report(8.5x11)
5. Draft PB Minutes, RidgeHaven West Land Use Amendment

Approvals:



Kelly McGuire, Finance Director

Date: December 14, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022



Joyce Shanahan, City Manager

Date: December 20, 2022

ORDINANCE NO. 2023-07

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF TWO PARCELS OF REAL PROPERTY TOTALING APPROXIMATELY 13.13 ACRES GENERALLY LOCATED SOUTH OF THE PLATTED ROAD OF PENNSYLVANIA AVENUE AND ALONG THE PLATTED ROADWAYS OF ROSEMARY STREET AND BENTON STREET, WEST OF PLANTATION OAKS BOULEVARD, (VOLUSIA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBERS: 3136-01-08-0010 AND 3136-01-09-0001) FROM ORMOND BEACH “LOW INTENSITY COMMERCIAL” TO “MEDIUM DENSITY RESIDENTIAL”; LIMITING THE ALLOWED RESIDENTIAL DENSITY TO EIGHT UNITS PER ACRE; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, RCM Properties, LLC, a Florida limited liability company (“Property Owner”) is the fee simple owner of certain real property consisting of approximately 13.13 acres and being generally located south of the platted road of Pennsylvania Avenue and along the platted roadways of Rosemary Street and Benton Street, west of Plantation Oaks Boulevard, (Volusia County Property Appraiser parcel identification numbers: 3136-01-08-0010 and 3136-01-09-0001) Ormond Beach, Florida, 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 Comprehensive Land Use Plan (“*Comprehensive Plan*”) by changing the Future Land Use Map designation for the Property described and depicted in Exhibit “A”, from “Low Intensity

Commercial” to “Medium Density Residential” with a map annotation limiting the residential density to eight units per acre as depicted in Exhibit “B” attached hereto and incorporated herein, and

WHEREAS, the City Commission has approved Ordinance No. 90-36, as subsequently amended, adopting a *Comprehensive Plan* in accordance with Part II, Chapter 163, *Florida Statutes*, and

WHEREAS, the proposed *Comprehensive Plan* amendment involves a use of fifty (50) acres or less, and

WHEREAS, the proposed *Comprehensive Plan* amendment does not involve a text change to the goals, policies, and objectives of the City's *Comprehensive Plan*, but only proposes a land use change to the Future Land Use Map for small scale development activity, and

WHEREAS, the proposed *Comprehensive Plan* amendment is not located within an area of critical state concern, and

WHEREAS, the Planning Board, as the City’s local planning agency, duly held a public hearing, with due public notice, and recommends approval of the proposed *Comprehensive Plan* amendment, and

WHEREAS, the City Commission has conducted public hearings on the proposed *Comprehensive Plan* amendment, as described in §163.3184(11), *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the proposed *Comprehensive Plan* amendment will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to §163.3177, *Florida Statutes*, and

WHEREAS, the proposed *Comprehensive Plan* amendment shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. The Future Land Use designation of two (2) parcels of real property totaling approximately 13.13 acres and being generally located south of the platted road of Pennsylvania Avenue and along the platted roadways of Rosemary Street and Benton Street, west of Plantation Oaks Boulevard, (Volusia County Property Appraiser parcel identification numbers: 3136-01-08-0010 and 3136-01-09-0001) Ormond Beach, Florida, as legally described and depicted in Exhibit “A” and the Future Land Use Map of the City of Ormond Beach *Comprehensive Plan* attached hereto, is changed from “Low Intensity Commercial” to “Medium Density Residential” with a map annotation limiting the residential density to eight units per acre, as described and depicted in Exhibit “B”.

SECTION THREE. In order to make the City of Ormond Beach *Comprehensive Plan*, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the City of Ormond Beach *Comprehensive Plan* and the amendments thereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION FOUR. The Planning Director is hereby authorized and directed to transmit copies of this Ordinance, and the public hearing notice within ten (10) business days of the date of approval hereof, to the Volusia County Growth Management Commission in accordance with Section 202.3 of the Charter of Volusia County, Florida; and to the Florida Department of Economic Opportunity, and to any other person or entity requesting a copy.

SECTION FIVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. Pursuant to §163.3187(5)(c), *Florida Statutes*, the effective date of this *Comprehensive Plan* amendment shall be 31 days after the adoption of this ordinance (February 24, 2023); provided, however, that if challenged within 30 days after adoption (February 23, 2023), this *Comprehensive Plan* amendment shall not become effective until the Department of Economic Opportunity or the Administration Commission, if applicable, issues a final order determining that the adopted small scale development amendment is in compliance with the Local Government Comprehensive Planning and Land Development Regulation Act; and pursuant to Section 202.3 of the Charter of Volusia County, Florida will become final upon a certification of consistency from the Volusia Growth Management Commission.

PASSED UPON at the first reading of the City Commission, this 10th day of January, 2023.

PASSED UPON at the second and final reading of the City Commission, this 24th day of January, 2023.

BILL PARTINGTON

Mayor

ATTEST:

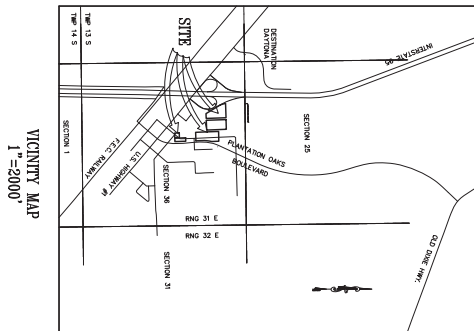
SUSAN CARROLL DAUDERIS

City Clerk

[illegible][illegible]

ALTA / NSPS LAND TITLE SURVEY
FOR
RIDGE LAND HOLDINGS
A PORTION OF
SECTION 36 – TOWNSHIP 13 SOUTH – RANGE 31 EAST
VOLUSIA COUNTY, FLORIDA
LOCATION
PLANTATION OAKS BOULEVARD, ORMOND BEACH, FL.

PARCELS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 84



THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 ANNUAL STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS: 1, 3, 8, 13, 14, 16, 17, 18, 19, AND 20 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON: 02-24-2021

DATE OF PLAT OR MAP: 08-23-2022

1. COVER SHEET (CURRENT), KEY SHEET, AND B-11 EXCEPTIONS.
2. ALTA/NSPS LAND TITLE SURVEY OF NATIONAL GARDENS LOTS 1-4, BLOCK 21, LOTS 4-7, BLOCK 7, LOTS 1-7, BLOCK 8, BLOCKS 9 AND 10.
3. ALTA/NSPS LAND TITLE SURVEY OF NATIONAL GARDENS LOTS 1-7, AND 24-25, BLOCK 34.

PROJ.: 00902 JOB: 21-1779 SCALE: N/A SHEET: 1 of 3	ALTA / NSPS LAND TITLE SURVEY	FIELD DATE: 07-26-2021	FIELD BOOK: 1477	△			
	RIDGE LAND HOLDINGS, LLC	PARTY CHIEF: JASON PENFIELD	PAGE (S): 48-51	△			
		DRAWN BY: JOHN MOLLER		△			
				△			
	CLIENT: RIDGE LAND HOLDINGS, LLC	CHECKED BY: JEFF BARNES		No.	Date	Revision	Approved

4
3
2
1

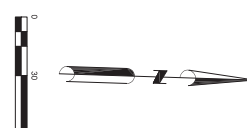
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3011 KORN ROAD
PORT ORANGE, FL 32127
(407) 751-3300
LICENSED BUSINESS CERTIFICATION NUMBER 3019
Copyright © 2021 Sliger & Associates, Inc.

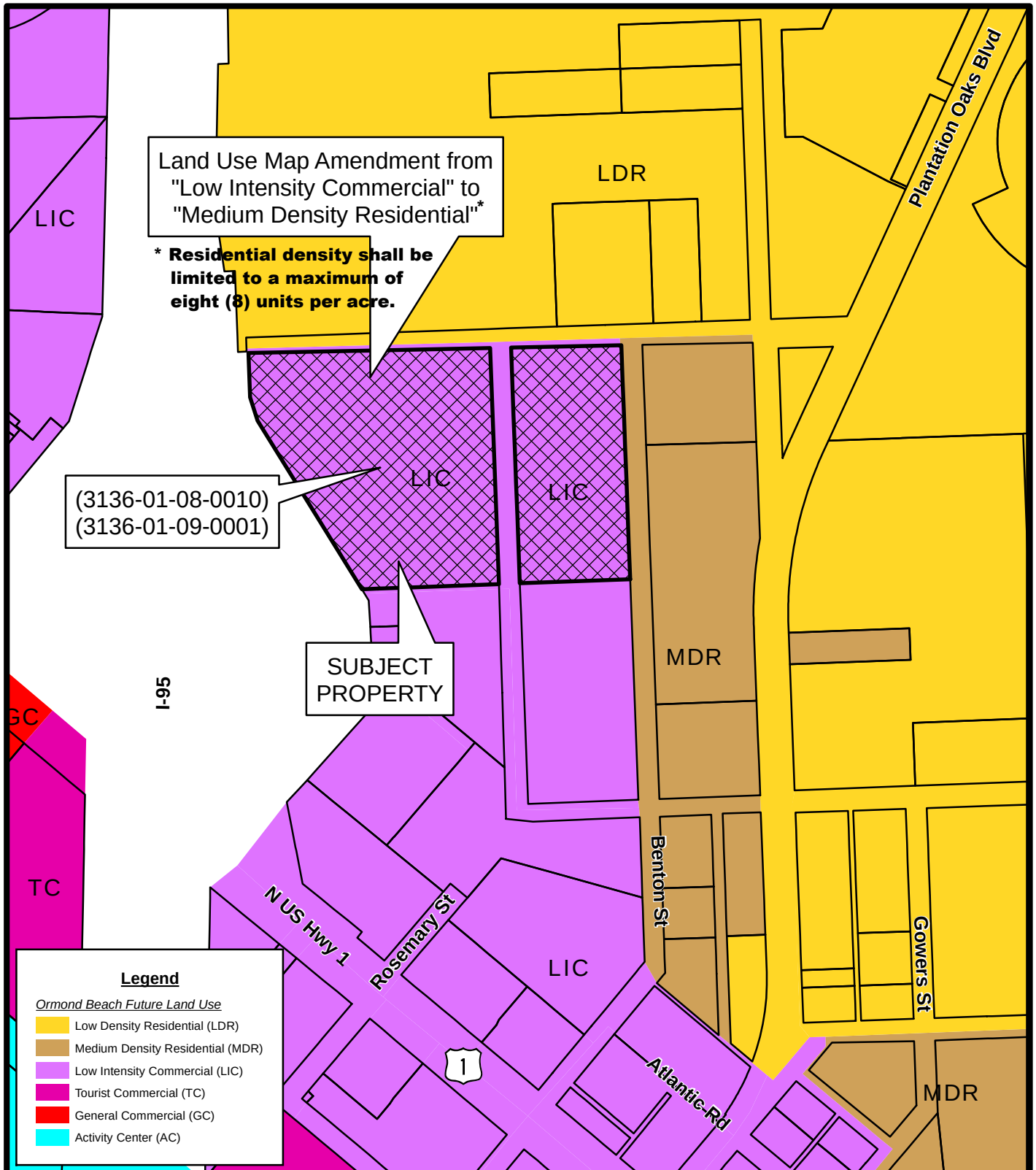
Page 1106 of 1106



JOB NO.
21-1779

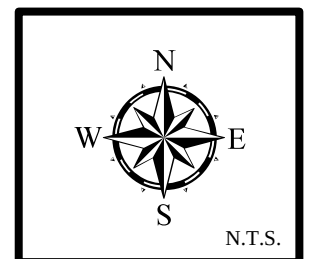
Page 1108 of 1279

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RIDGEHAVEN WEST
(3136-01-08-0010 AND 3136-01-09-0001)
FUTURE LAND USE MAP

Prepared By: The City of Ormond Beach
 G.I.S. Department - November 9, 2022



STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: December 5, 2022

SUBJECT: RidgeHaven West, Small-Scale Land Use Map Amendment

APPLICANT: RCM Properties, LLC, property owner

NUMBER: LUPA 2023-005

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request from RCM Properties, LLC, property owner, for a Small-Scale Comprehensive Plan Land Use Map amendment for approximately 13.13-acres generally located south of the platted road of Pennsylvania Avenue and along the platted roadways of Rosemary Street and Benton Street, west of Plantation Oaks Boulevard, Volusia County Property Appraiser parcel identification numbers: 3136-01-08-0010 and 3136-01-09-0001, from “Low Intensity Commercial” to “Medium Density Residential”. The land use amendment shall maintain the existing land use limitation of a maximum of eight (8) units per acre for residential development. The subject property is shown in Exhibit 1:

EXHIBIT 1: Subject properties:

Volusia County
Property Appraiser
parcel identification
numbers: 3136-01-
08-0010 and 3136-
01-09-0001



BACKGROUND: The subject property is approximately 13.13 acres and is currently vacant. The current land use map designation is “Low Intensity Commercial” and the zoning classification is B-7, Highway Tourist Commercial. There have been no previous development related applications with the subject property. The land area is part of the Interlocal Service Boundary Agreement (ISBA) adopted by the City of Ormond Beach Commission and by the Volusia County Council effective and recorded on August 28, 2014. As part of the adoption of the Interlocal Service Boundary Agreement Comprehensive Plan policies were established to maintain what was allowed by the Volusia County land use map entitlements. Policy 9.1.4 of the Comprehensive Plan Future Land Use Element contains table 4 that provides the following land use map annotations: “Density shall not exceed 8 dwelling units per acre. Maximum FAR shall not exceed 0.50 for Retail or 0.55 for all other Nonresidential uses.” The subject property is within unincorporated Volusia County and would require annexation prior to any utility connections. There are no current site plans submitted for the 13.13 acres under this application.

Application process: The proposed land use amendment schedule of the subject property is as follows:

EXHIBIT 2: Tentative land use amendment schedule:

Action	Date
Planning Board	December 5, 2022
City Commission 1 st Reading	January 10, 2023
City Commission 2 nd Reading	January 24, 2023
Transmit to Volusia County Growth Management Commission and adjoining jurisdictions	January 31, 2023
Transmit Courtesy Copy to Florida Department of Economic Opportunity (DEO)	January 31, 2023

The following public notices have or are required to occur:

EXHIBIT 3: Public Notice:

Public Notice	Date	Notes
Certified abutter letters for Planning Board	November 16, 2022	300' radius
Newspaper advertisement for Planning Board	November 22, 2022	
Abutter letters for City Commission meetings	December 22, 2022	300' radius
Newspaper advertisement for City Commission, 1 st reading	December 29, 2022	
Newspaper advertisement for City Commission, 2 nd reading	January 13, 2023	

The project has also been posted on the city website under the Planning Department at:
(1) Development Reports, <https://www.ormondbeach.org/1033/RidgeHaven-West> and
(2) Public Hearing Advertisements and Notices, <https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice>.

ANALYSIS:

The Future Land Use Element of the City of Ormond Beach Comprehensive Plan provides the directive text for the existing City land use of “Low Intensity Commercial” that states the following:

Purpose: A multi-use land use category to depict those areas of the city that are now developed, or appropriate to be developed, for retail, office and professional services, residential, and restaurants consistent with the surrounding uses, transportation facilities and natural resource characteristics of such areas. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum 10 units per acre.

Maximum FAR: 0.6

As stated in the background section, Policy 9.1.4 of the Comprehensive Plan Future Land Use Element contains table 4 that provides the following land use map annotations: “Density shall not exceed 8 dwelling units per acre. Maximum FAR shall not exceed 0.50 for Retail or 0.55 for all other Nonresidential uses.”

The Future Land Use Element of the City of Ormond Beach Comprehensive Plan provides the directive text for the proposed City land use of “Medium Density Residential” that states the following:

Purpose: To allow a variety of highly aesthetic dwelling units, encouraging the establishment of recreation areas and open space and discouraging look-alike rows of dwellings. MDR also allows the development of relatively low-density duplex, townhouse and multi-family projects which emphasize open space and maintain a low profile, thus maximizing the compatibility with single-family areas. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: Minimum 5-12 units per acre except in the Downtown Community Redevelopment Area where 5 - 15 units shall be allowed.

Maximum FAR: 0.3

The proposed land use change would include a map annotation that the residential density shall not exceed eight (8) dwelling units per acre.

Policy 2.5.2. of the Future Land Use Element of the Comprehensive Plan provides the criteria listed below to review land use amendments:

1. Whether the future land use amendment is consistent with the Comprehensive Plan Goals, Objectives and Policies.

The proposed future land use amendment is based on a desire for residential uses. The amendment is consistent with the goal, objective, and policies of the Future land Use Element as shown below:

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.

OBJECTIVE 1.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY 1.1.3.

Preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character and by encouraging voluntary rehabilitation and sound maintenance programs in viable neighborhoods which are capable of self-renewal and establishing code enforcement or public redevelopment activities in areas not capable of self-renewal.

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.

POLICY 1.1.14.

Enhance community livability in the central core and older sections of the City by encouraging infill as appropriate, transit-oriented development and walkable residential areas.

OBJECTIVE 9.1. NORTH US 1 MSA PLANNING, DEVELOPMENT AND ADMINISTRATIVE AUTHORITY

The City shall have sole and singular authority within the boundaries of the MSA to apply the City's Comprehensive Land Use Plan and Zoning Map categories over unincorporated parcels, to administer the codes and regulations, and provide for the

enforcement codes pursuant to the Interlocal Service Boundary Agreement (ISBA) adopted by the City of Ormond Beach Commission and by the Volusia County Council effective and recorded on August 28, 2014, at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida and as amended effective and recorded on October 11, 2019, at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida.

POLICY 9.1.1.

The North US 1 Municipal Service Area (MSA), consistent with its related policies of the Intergovernmental Coordination Element, is hereby established between the City and Volusia County as a means to coordinate planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation.

POLICY 9.1.2

Pursuant to the ISBA, the City may annex noncontiguous parcels and create enclaves within the MSA notwithstanding Policy 5.1.4.

POLICY 9.1.3.

The City shall be authorized to amend the City's zoning map for all unincorporated lands within the MSA after a City land use designation has been adopted.

POLICY 9.1.4.

The City's future land uses on Figure 11 are described under "Goal 1. Land Use Distribution" of the current adopted Comprehensive Plan. For the purposes of the MSA, the City and County future land use categories shall be considered equal with the land use restrictions as described by map annotation in Table 4.

TABLE 4
North US 1 MSA Future Land Use Categories

Existing Volusia County Land Use	Proposed City Land Use	City Map Annotation
Industrial (I)	Light Industrial/Utilities (LI/U)	Max. FAR shall not exceed 0.60
Agricultural Resource (AR)	Rural Estate/Agricultural (REA)	Density shall not exceed one (1) dwelling unit per 10 acres. Max. FAR shall not exceed 0.10
Mixed Use (MXZ)	Low Intensity Commercial (LIC)	Density shall not exceed 8 dwelling units per acre. Maximum FAR shall not exceed 0.50 for Retail or 0.55 for all other Nonresidential uses.
Commercial (C)	Low Intensity Commercial (LIC)	See Annotation above for LIC
Urban Medium Intensity (UMI)	Low Intensity Commercial (LIC)	See Annotation above for LIC
Low Impact Urban (LIU)	Low Intensity Commercial (LIC)	See Annotation above for LIC
Urban Low Intensity (ULI)	Low Intensity Commercial (LIC)	See Annotation above for LIC

2. Whether the proposed plan amendment meets the criteria established in the Florida Statutes.

In accordance with Chapter 163.3187(1), Florida Statutes, any local government Comprehensive Plan amendments directly related to proposed small-scale

development activities may be approved without regard to statutory limits on the frequency of consideration of amendments to the local Comprehensive Plan. A small-scale development amendment may be adopted only under the following conditions:

a. The proposed amendment involves a use of 50 acres or fewer.

The subject property is 13.13± acres (less than 50 acres).

b. The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's Comprehensive Plan, but only proposes a land use change to the future land use map for a site-specific small-scale development activity. However, text changes that relate directly to, and are adopted simultaneously with, the small-scale future land use map amendment shall be permissible under this section.

The proposed amendment is solely to the Future Land Use Map and does not propose any text amendments to the City's Comprehensive Plan.

c. The property that is the subject of the proposed amendment is not located within an area of critical state concern, unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004(3), and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1).

This criterion is not applicable as the site location is not located within an area of state critical concern.

3: Whether the land use is an appropriate use of the land.

The adjacent land use designations and zoning classifications are shown in Exhibit 4 below:

EXHIBIT 4: Land use and zoning designations:

Land Use and Zoning Designations of Adjacent Property			
	Current Land Uses	Existing Future Land Use Designation	Existing Zoning Classifications
North	Plantation Oaks, vacant land	"Low Density Residential"	Planned Residential Development
South	Vacant	"Low Intensity Commercial"	B-7, Highway Tourist Commercial
West	Interstate 95	NA	NA
East	Vacant land	"Medium Density Residential"	R-4, Single-Family Cluster & Townhouse

4. Whether there is adequate infrastructure to serve the proposed land use.

The analysis of infrastructure needs for a comprehensive plan amendment is different from a concurrency review for a site plan. Impact analysis examines the maximum expected impacts of the current designation versus the requested designation based on a preliminary development scenario. This analysis is not meant to replace or contradict the findings of a Concurrency Management Review. However, the relative differences between designations can provide useful information in the long-range planning process. The analysis is based on 13.13 acres with the existing land use of “Low Intensity Commercial” and the proposed land use of “Medium Density Residential” with the following map annotations:

- Existing land use: Density shall not exceed 8 dwelling units per acre. Maximum FAR shall not exceed 0.50 for Retail or 0.55 for all other Nonresidential uses.
- Proposed land use: Density shall not exceed 8 dwelling units per acre.

EXHIBIT 5: Impact analysis:

Property acreage = 13.13 acres		
Allowed entitlements	Existing LIC land use	Proposed MDR land use
Maximum density (residential) units per acre	8	8
Maximum density (residential)	105 units	105 units
Maximum floor area ratio	0.50	0.30
Maximum building square footage (SF)	285,971 SF	171,582 SF

The existing “Low Intensity Commercial” land use allows a theoretical maximum of 105 residential units and a maximum building size of 285,971 square feet. The proposed “Medium Density Residential” land use allows a theoretical maximum of 105 residential units and residential related uses with a maximum building size of 171,582 square feet.

EXHIBIT 6: Water and Sewer impact analysis:

Existing		
Land Use	Water	Sewer
“Low Intensity Commercial”	42,896	36,461
Proposed		
Land Use	Water	Sewer
“Medium Density Residential”	25,737	21,877
NET REDUCTION	-17,159	-14,584

Notes:

- Residential, water = 256 average annual daily volume (2.33 household size X 110 gallons)
- Residential, sewer = 281 average annual daily volume
- Commercial/Industrial water = (square feet/100) X 15 gallons of water per day
- Commercial/Industrial sewer = Water gallons per day X 85%

For the infrastructure analysis, the non-residential uses generated the most water and sewer demand. The water generation for 105 residential units would be 26,912 gallons per day (105 DUs x 2.33 HH x 110 gallons) which is less than the non-residential uses of 42,896 gallons per day for the existing land use. Note that the number of dwellings are remaining the same. The reduction in theoretical maximum building size based on the changing of the land uses from Low Intensity Commercial to Medium Density Residential equals a reduction in water and sewer demand.

The existing wastewater treatment plant is currently permitted for a rated capacity of 8 million Gallons per Day (MGD) for wastewater influent flow from the sanitary sewer collection system. The most recent annual period average daily flow to the facility is 4.98 MGD. The most recent annual period average daily treated effluent flow to reuse customers is 3.30 MGD. Approved development projects proposed, 0.58 MGD for waste water treatment added with current wastewater plant flow is estimated at 5.56 MGD at build out. The plant capacity remaining is 2.44 MGD if all approved projects are built out. The LOS for sanitary sewer continues to be met.

The City operates a single water treatment plant having a permitted and rated capacity remaining at 12 million Gallons per Day (MGD). The existing demand for water use during the most recent annual period is 5.50 MGD. When the proposed projects of 0.55 for the city's service area are added to the existing demand, the total is 6.05 MGD. There is a remaining capacity of 5.95 MGD if all approved projects are built out. The LOS for potable water service continues to be met.

Traffic:

The proposed land use amendment would reduce the theoretical maximum development by 9,780 average daily trips.

EXHIBIT 7: Traffic impact analysis:

Existing		
Land Use	ITE land use category	Trip Generation
"Low Intensity Commercial"	#820 Retail	10,795
Proposed		
Land Use	ITE land use category	Trip Generation
"Medium Density Residential"	#560 Church	1,195
NET REDUCTION		-9,780

Notes:

- Institute of Traffic Engineering (ITE) land use category of retail, #820, equals 37.75 trips per 1,000 square feet of building square footage.
- Institute of Traffic Engineering (ITE) land use category of Church, #560, equals 6.95 trips per 1,000 square feet of building square footage.

The existing and proposed non-residential uses were the higher trip generators in the land use analysis. As a comparison, the allowed maximum of 105 residential uses would generate 911 average trips per the ITE trip analysis. Note that the residential uses are not proposed to be modified. The trip reduction of the non-residential uses occurs because: (1) the floor area ratio is lowered and (2) the changes in land uses restricts the uses and prohibits commercial uses.

Stormwater Management: The site development of each land development area has designed a stormwater management system.

Solid Waste: Solid waste provision would be addressed at the time of site development.

Schools: The amendment does not modify the number of allowed residential uses. Each land use category maintains the limit of eight (8) units per acre which is lower than the existing land use of “Low Intensity Commercial” (allows a maximum of 10 units per acre) and the proposed land use “Medium Density Residential” (allows a maximum of 12 units per acre).

Recreation: Ormond Beach has approximately 602 acres of parkland and facilities and the proposed amendment would have no impact on the city recreation level of service. Based on a city population of 44,671 and a required 13 acres of parkland per 1,000 residents, 580.72 acres of parkland is required. The city is in the process of acquiring 901 Airport Road to add an additional 18.60 acres of parkland.

Other Services: City police and fire protection services serve this area. The parcel is located within an approximate 4-5-minute response time from emergency facilities. There is no impact to other city services.

5. Whether the proposed map amendment impacts surrounding jurisdictions.

The proposed land use amendment is not expected to impact surrounding jurisdictions.

RECOMMENDATION:

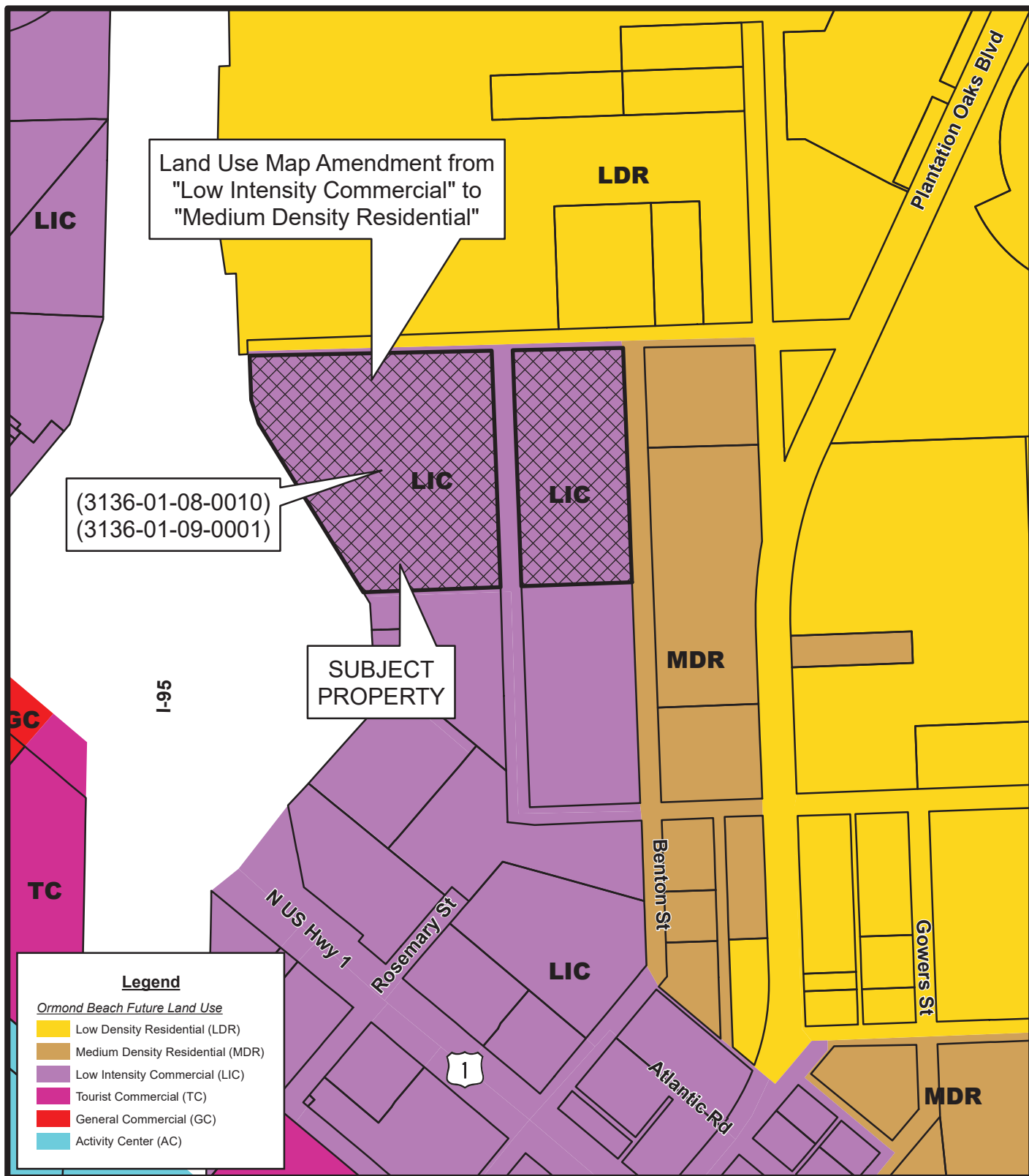
Staff recommends that the Planning Board recommend **APPROVAL** for a Small-Scale Comprehensive Plan Land Use Map amendment for approximately 13.13-acres generally located south of the platted road of Pennsylvania Avenue and along the platted roadways of Rosemary Street and Benton Street, west of Plantation Oaks Boulevard, Volusia County Property Appraiser parcel identification numbers: 3136-01-08-0010 and 3136-01-09-0001, from “Low Intensity Commercial” to “Medium Density Residential” with the land use map annotation of the existing land use limitation of a maximum of eight (8) units per acre for residential development. The tentative City Commission dates are January 10, 2023 and January 24, 2023.

Attachments:

- Attachment 1: Proposed land use map
- Attachment 2: Sketch and legal description of subject property
- Attachment 3: Zoning, location and aerial maps
- Attachment 4: Application submittal

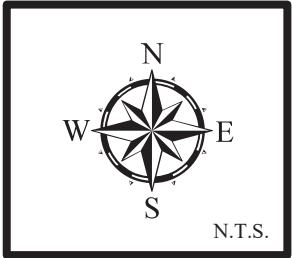
ATTACHMENT 1

Proposed land use map



RIDGEHAVEN WEST
(3136-01-08-0010 AND 3136-01-09-0001)
FUTURE LAND USE MAP

Prepared By: The City of Ormond Beach
 G.I.S. Department - November 9, 2022



ATTACHMENT 2

Sketch and legal
description of subject
property

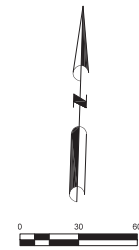


FOR

A PORTION OF

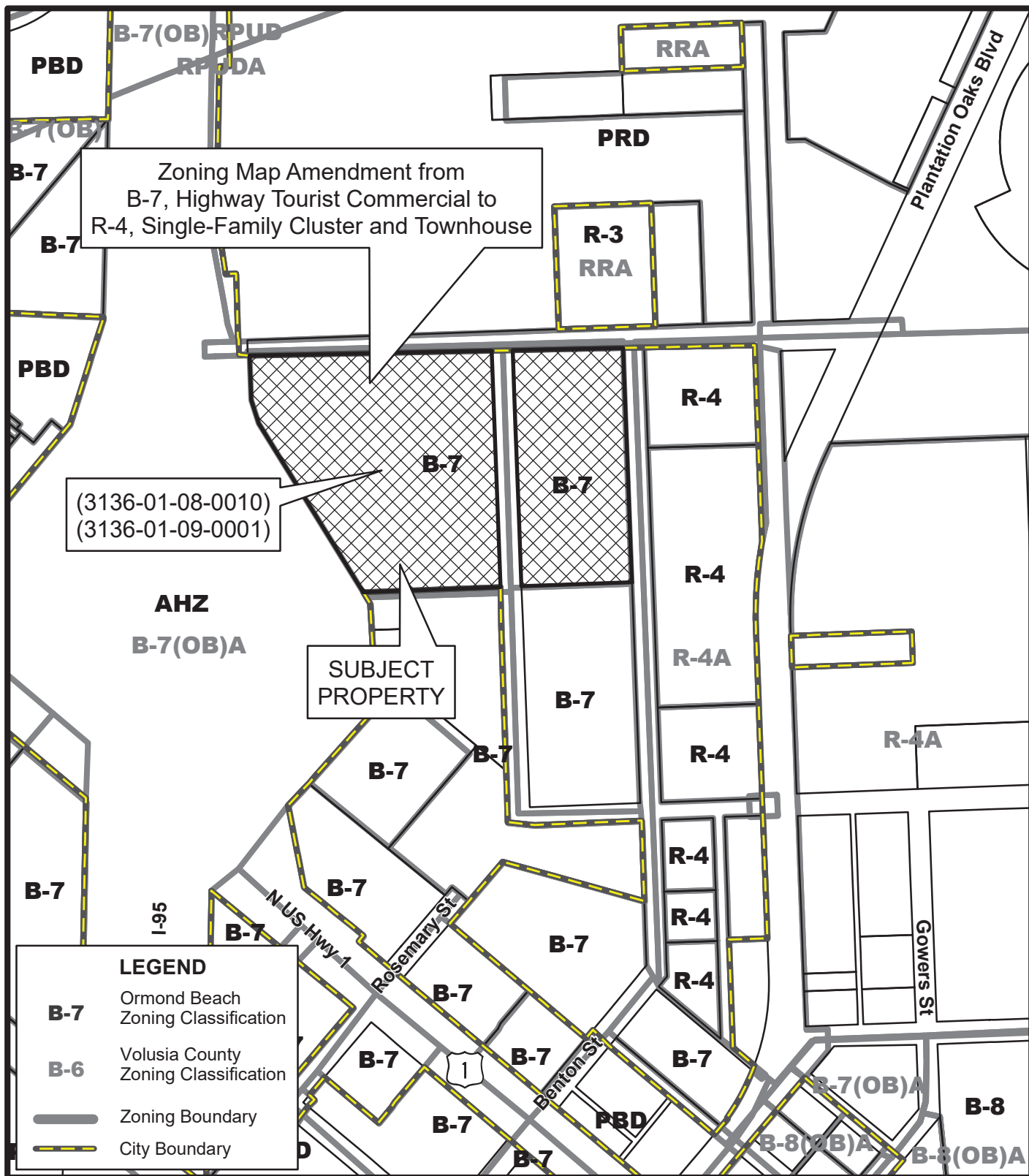
LOCATION

Page 1123 of 1279

Page 1124 of 1279

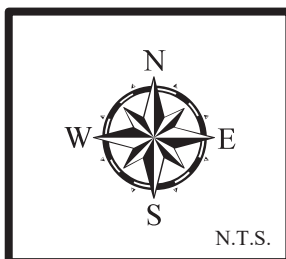
ATTACHMENT 3

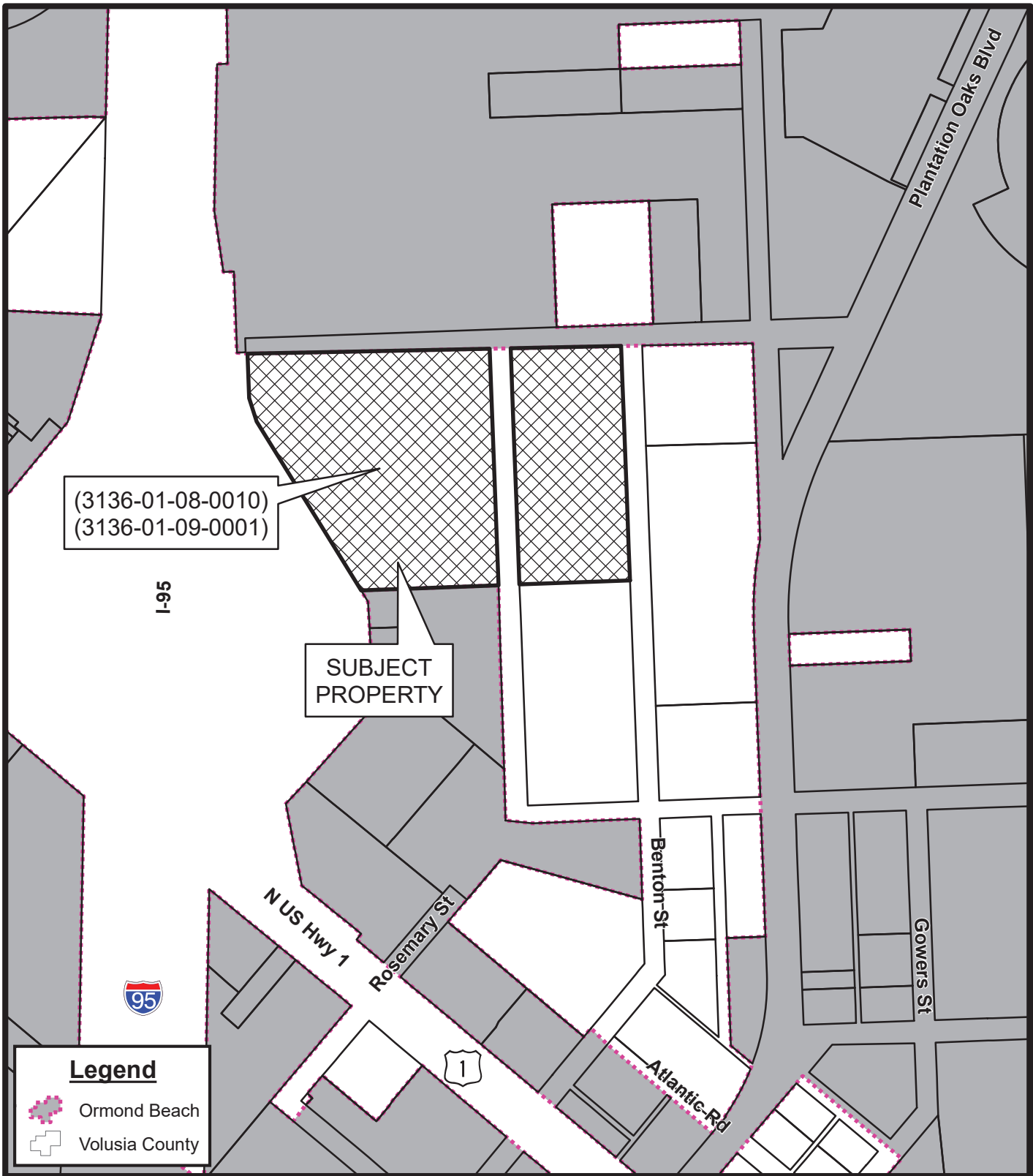
Zoning, location and aerial
maps



RIDGEHAVEN WEST
(3136-01-08-0010 AND 3136-01-09-0001)
ZONING MAP

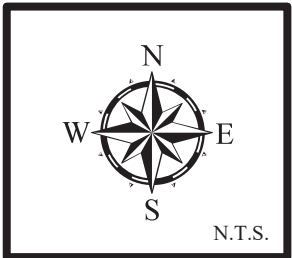
Prepared By: The City of Ormond Beach
 G.I.S. Department - November 9, 2022





RIDGEHAVEN WEST
(3136-01-08-0010 AND 3136-01-09-0001)
LOCATION MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - November 9, 2022





**RIDGEHAVEN WEST
(3136-01-08-0010 AND 3136-01-09-0001)
AERIAL MAP**

Prepared By: The City of Ormond Beach
G.I.S. Department - November 9, 2022



ATTACHMENT 4

Application submittal



GLENN D. STORCH, ESQUIRE
glenn@storchlawfirm.com

COREY D. BROWN, ESQUIRE
corey@storchlawfirm.com

November 14, 2022

A. JOSEPH POSEY, ESQUIRE
joey@storchlawfirm.com

Via Hand Delivery

Mr. Steven Spraker, AICP
Planning Director
City of Ormond Beach Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32175

Re: Small-scale Comprehensive Plan Amendment for Parcel Numbers 3136-01-09-0001 and 3136-01-08-0010

Dear Steven:

Thank you for reviewing this application for a small-scale Comprehensive Plan amendment for parcel ID numbers 3136-01-09-0001 (8.523 acres) and 3136-01-08-0010 (4.609 acres) in the City of Ormond Beach. We previously discussed our intent to amend the Comp. Plan for these parcels from Low Intensity Commercial to Medium Density Residential Future Land Use. We are also aware of the ISBA overlay that restricts the property to 8 units per acre of residential density. As you know, we have also applied for a rezoning of these two parcels between I-95 and Plantation Oaks Blvd. from B-7 to R-4, which will be consistent with the proposed Medium Density Residential FLU.

Enclosed are the following application materials:

1. Signed application form with property owner's signature;
2. Application fee in the amount of \$3,025.00;
3. Property record cards;
4. Signed and sealed survey with legal description (labeled "Parcel 4") and acreages;
5. Legal description in WORD; and
6. Thumb drive with electronic copies of documents.

Please let me know if you have any questions about this application or any other issues.

Kindest regards,

Corey D. Brown



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:*	Small-scale Comprehensive Plan Amendment	*Complete fee sheet (page 3)
Project Name:	RidgeHaven West	
Project Address:	Vacant Land	
Volusia County parcel number(s):	3136-01-09-0001, 3136-01-08-0010	
Description:	Amendment from Low Intensity Commercial Future Land Use to Medium Density Residential Future Land Use.	
Pre-application date:	9/8/22	Pre-application waiver granted:

PROJECT COORDINATOR

Name:	Corey D. Brown / Storch Law Firm
Address:	420 South Nova Road
City, State, Zip code:	Daytona Beach, FL 32114
Telephone:	386-238-8383
E-mail:	corey@storchlawfirm.com

APPLICANT INFORMATION

Same as project coordinator	☐	Same as property owner	☒
Name:			
Address:			
City, State, Zip code:			
Telephone:			
E-mail:			

PROPERTY OWNER	
Same as project coordinator ☐	Same as property owner ☐
Name:	RCM Properties, LLC
Address:	123 Magnolia Ave.
City, State, Zip code:	Daytona Beach, FL 32114
Telephone:	
E-mail:	

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	
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 7th day of November, 2022, by Richard Maugeri as Manager (title*) for RCM Properties, LLC (name of corporation*), who () provided

_____ as identification, or (X) who is personally known to me.



Melissa A Tardella
Notary Public, State of Florida
My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.



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	\$1,650	\$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:				\$3,025.00

LEGAL DESCRIPTION

ALL OF BLOCKS 8 AND 9 TOGETHER WITH THAT PORTION OF BLOCK 10 LYING EAST OF INTERSTATE NO. 95, AND THAT PORTION OF DOWLING STREET LYING EAST OF INTERSTATE NO. 95. ALL IN THE REVISED PLAT OF NATIONAL GARDENS RECORDED ON MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.



Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 8017348

Parcel ID: 313601080010

RCM PROPERTIES L L C

N US HWY 1, ORMOND BEACH, FL

Parcel Summary

Alternate Key:	8017348
Parcel ID:	313601080010
Township-Range-Section:	13 - 31 - 36
Subdivision-Block-Lot:	01 - 08 - 0010
Owner(s):	RCM PROPERTIES L L C - FS - Fee Simple - 100%
Mailing Address On File:	123 MAGNOLIA AVE DAYTONA BEACH FL 32114
Physical Address:	N US HWY 1, ORMOND BEACH 32174
Property Use:	5600 - TIMBERLAND IDX 70-79
Tax District:	200-UNINCORPORATED - NORTHEAST
2022 Proposed Millage Rate:	18.2602
Neighborhood:	2538
Business Name:	
Subdivision Name:	NATIONAL GARDENS
Homestead Property:	No

AltKey: 8017348

Parcel ID: 313601080010

RCM PROPERTIES L L C

N US HWY 1, ORMOND BEACH, FL

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	\$31,525	\$631	\$0	\$631	1.5000	\$0.95
0012	DISCRETIONARY	\$31,525	\$631	\$0	\$631	0.7480	\$0.47
0011	REQ LOCAL EFFORT	\$31,525	\$631	\$0	\$631	3.2340	\$2.04
0510	FIRE DISTRICT	\$31,525	\$631	\$0	\$631	3.8412	\$2.42
0050	GENERAL FUND	\$31,525	\$631	\$0	\$631	4.8499	\$3.06
0055	LIBRARY	\$31,525	\$631	\$0	\$631	0.4635	\$0.29
0520	MOSQUITO CONTROL	\$31,525	\$631	\$0	\$631	0.1781	\$0.11
0530	PONCE INLET PORT AUTHORITY	\$31,525	\$631	\$0	\$631	0.0760	\$0.05
0310	VOLUSIA COUNTY MSD	\$31,525	\$631	\$0	\$631	1.8795	\$1.19
0058	VOLUSIA ECHO	\$31,525	\$631	\$0	\$631	0.2000	\$0.13
0057	VOLUSIA FOREVER	\$31,525	\$631	\$0	\$631	0.2000	\$0.13
0065	FLORIDA INLAND NAVIGATION DISTRICT	\$31,525	\$631	\$0	\$631	0.0320	\$0.02
0100	HALIFAX HOSPITAL AUTHORITY	\$31,525	\$631	\$0	\$631	0.8606	\$0.54
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	\$31,525	\$631	\$0	\$631	0.1974	\$0.12
						18.2602	\$11.52

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			\$0.00

Estimated Ad Valorem Tax: \$11.52
Estimated Non-Ad Valorem Tax: \$0.00

Estimated Taxes: \$11.52
Estimated Tax Amount without SOH: \$575.65

AltKey: 8017348

Parcel ID: 313601080010

RCM PROPERTIES L L C

N US HWY 1, ORMOND BEACH, FL

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
------	------------	------------	------------	--------------	------------	---------	------------

AltKey: 8017348

RCM PROPERTIES L L C

Parcel ID: 313601080010

N US HWY 1, ORMOND BEACH, FL

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	9950-50 TO 100 AC	A-ACRE		4.85				6500	\$31,525

Total Land Value: \$31,525

AltKey: 8017348**RCM PROPERTIES L L C****Parcel ID: 313601080010****N US HWY 1, ORMOND BEACH, FL****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. Follow this link to search all documents by owner's name.

Book/Page	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
8293 / 0874	2022182101	07/18/2022	WD-WARRANTY DEED	MULTI-PARCEL	Vacant	\$100
8293 / 0871	2022182100	07/18/2022	WD-WARRANTY DEED	MULTI-PARCEL	Vacant	\$100
8217 / 1840	2022056863	03/07/2022	WD-WARRANTY DEED	MULTI-PARCEL	Vacant	\$900,000
8217 / 1837	2022056862	03/07/2022	WD-WARRANTY DEED	UNQUALIFIED	Vacant	\$100

AltKey: 8017348

RCM PROPERTIES L L C

Parcel ID: 313601080010

N US HWY 1, ORMOND BEACH, FL

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.

36-13-31 BLK 8 NATIONAL GARDENS MB 10 PG 250 PER OR 8217 PG 1837 PER OR
8217 PG 1840



Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 8017349

Parcel ID: 313601090001

RCM PROPERTIES L L C

N US HWY 1, ORMOND BEACH, FL

Parcel Summary

Alternate Key:	8017349
Parcel ID:	313601090001
Township-Range-Section:	13 - 31 - 36
Subdivision-Block-Lot:	01 - 09 - 0001
Owner(s):	RCM PROPERTIES L L C - FS - Fee Simple - 100%
Mailing Address On File:	123 MAGNOLIA AVE DAYTONA BEACH FL 32114
Physical Address:	N US HWY 1, ORMOND BEACH 32174
Property Use:	5600 - TIMBERLAND IDX 70-79
Tax District:	200-UNINCORPORATED - NORTHEAST
2022 Proposed Millage Rate:	18.2602
Neighborhood:	2538
Business Name:	
Subdivision Name:	NATIONAL GARDENS
Homestead Property:	No

AltKey: 8017349

Parcel ID: 313601090001

RCM PROPERTIES L L C

N US HWY 1, ORMOND BEACH, FL

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	\$58,305	\$1,166	\$0	\$1,166	1.5000	\$1.75
0012	DISCRETIONARY	\$58,305	\$1,166	\$0	\$1,166	0.7480	\$0.87
0011	REQ LOCAL EFFORT	\$58,305	\$1,166	\$0	\$1,166	3.2340	\$3.77
0510	FIRE DISTRICT	\$58,305	\$1,166	\$0	\$1,166	3.8412	\$4.48
0050	GENERAL FUND	\$58,305	\$1,166	\$0	\$1,166	4.8499	\$5.66
0055	LIBRARY	\$58,305	\$1,166	\$0	\$1,166	0.4635	\$0.54
0520	MOSQUITO CONTROL	\$58,305	\$1,166	\$0	\$1,166	0.1781	\$0.21
0530	PONCE INLET PORT AUTHORITY	\$58,305	\$1,166	\$0	\$1,166	0.0760	\$0.09
0310	VOLUSIA COUNTY MSD	\$58,305	\$1,166	\$0	\$1,166	1.8795	\$2.19
0058	VOLUSIA ECHO	\$58,305	\$1,166	\$0	\$1,166	0.2000	\$0.23
0057	VOLUSIA FOREVER	\$58,305	\$1,166	\$0	\$1,166	0.2000	\$0.23
0065	FLORIDA INLAND NAVIGATION DISTRICT	\$58,305	\$1,166	\$0	\$1,166	0.0320	\$0.04
0100	HALIFAX HOSPITAL AUTHORITY	\$58,305	\$1,166	\$0	\$1,166	0.8606	\$1.00
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	\$58,305	\$1,166	\$0	\$1,166	0.1974	\$0.23
						18.2602	\$21.29

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			\$0.00

Estimated Ad Valorem Tax: \$21.29

Estimated Non-Ad Valorem Tax: \$0.00

Estimated Taxes: \$21.29

Estimated Tax Amount without SOH: \$1,064.66

AltKey: 8017349

Parcel ID: 313601090001

RCM PROPERTIES L L C

N US HWY 1, ORMOND BEACH, FL

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
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AltKey: 8017349

RCM PROPERTIES L L C

Parcel ID: 313601090001

N US HWY 1, ORMOND BEACH, FL

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	9950-50 TO 100 AC	A-ACRE		8.97				6500	\$58,305

Total Land Value: \$58,305

AltKey: 8017349**RCM PROPERTIES L L C****Parcel ID: 313601090001****N US HWY 1, ORMOND BEACH, FL****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. Follow this link to search all documents by owner's name.

Book/Page	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
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8293 / 0871	2022182100	07/18/2022	WD-WARRANTY DEED	MULTI-PARCEL	Vacant	\$100
8217 / 1840	2022056863	03/07/2022	WD-WARRANTY DEED	MULTI-PARCEL	Vacant	\$900,000
8217 / 1837	2022056862	03/07/2022	WD-WARRANTY DEED	UNQUALIFIED	Vacant	\$100

AltKey: 8017349

RCM PROPERTIES L L C

Parcel ID: 313601090001

N US HWY 1, ORMOND BEACH, FL

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.

36-13-31 BLKS 9 & 10 NATIONAL GARDENS MB 10 PG 250 PER OR 8217 PG 1837 PER
OR 8217 PG 1840

DRAFT

Planning Board minutes from December 5, 2022

ITEM:

LUMA 2023-005 – Small-Scale
Comprehensive Plan Land Use Map
amendment, RidgeHaven West

G. LUMA 2023-005: Small-Scale Comprehensive Plan Land Use Map amendment, RidgeHaven West

Mr. Spraker explained that process for LUMA 2023-005: Small-Scale Comprehensive Plan Land Use amendment application for RidgeHaven West. It is now going through the Planning Board for recommendation, City Commission in January 2023, and then on to the Volusia County Growth Management Commission and the Department of Economic Opportunity.

Mr. Steven Spraker, Planning Director, stated that the request is from RCM Properties, LLC, for a Small-Scale Comprehensive Plan Land Use Map amendment for approximately 13.13 acres, within the original Interlocal Service Boundary Agreement (ISBA), located south of the platted road of Pennsylvania Avenue and along the platted roadways of Rosemary Street and Benton Street, west of Plantation Oaks Boulevard, from “Low Intensity Commercial” to “Medium Density Residential”. The land use amendment shall maintain the existing land use limitation of a maximum of eight units per acre for residential development.

Mr. Spraker stated that there is a limitation of 8 units per acre which was established in the original ISBA and has a Floor Area Ratio (FAR) of 0.5 that allows Retail/Offices/Professional Services/Residential/Transient Lodging and allows a variety of commercial and residential uses. He continued that it currently has a B-7 zoning classification. Mr. Spraker added that the “Medium Density Residential” land use allows 12 units per acre and in order match the existing land use, the applicant agreed to the condition of 8 units per acre and are not increasing the residential density at all and are decreasing the commercial land use. Their desire is to eventually build some type of residential subdivision. They have additional properties off of Plantation Oaks Boulevard. Mr. Spraker concluded that staff recommends approval and the readings are scheduled for January 2023 before the City Commission.

Chairman Thomas opened the public hearing.

Mr. Glenn Storch, P.A., Storch Law Firm, 420 S. Nova Road, Daytona Beach, introduced himself as a representative of the landowner.

Ms. Shull inquired if the project was planned to be townhomes and if there would be a HOA and rental restrictions. Mr. Storch confirmed that she was correct and that there would be an HOA and most likely restrictions as well.

Chairman Thomas opened it up to the Board and entertained a motion.

Mr. Jorczak motioned to approve LUMA 2023-005: Small-Scale Comprehensive Plan Land Use Map amendment, RidgeHaven West. Ms. Shull seconded it. Vote was called, and the motion was approved (5-0).

H. RZ 2023-006: Zoning Map amendment, RidgeHaven West

Mr. Steven Spraker, Planning Director, explained the request for a zoning map amendment submitted by RCM Properties, LLC, for a Zoning Map amendment for approximately 13.13 acres generally located south of the platted road of Pennsylvania Avenue and along the platted roadways of Rosemary Street and Benton Street, west of Plantation Oaks Boulevard, from the B-7, Highway Tourist Commercial, to the R-4, Single-Family Cluster and Townhouse zoning district. Mr. Spraker concluded that

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 9.A
Section:	RESOLUTIONS			
Item Category:	Resolution	Res./Ord. No:	2023-27	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	Aviation Advisory Board Appointments			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to appoint members to the Aviation Advisory Board for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution appointing members to the Aviation Advisory Board be approved.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/15/2022		
Claire Whitley, Assistant City Manager		12/19/2022		
Joyce Shanahan, City Manager		12/20/2022		



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: Aviation Advisory Board Appointments
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for appointments to the Aviation Advisory Board.

Background

The following resolution has been prepared for appointments to the Aviation Advisory Board, as directed by the Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Discussion

The appointments are as follows:

<u>Name</u>	<u>Appointed By</u>
Dr. Bruce Manne	Mayor
Lt. Col. Joseph Wisniewski	Zone 1
Col. F.B. "Skeeter" Surguine	Zone 2
Michelle Widick	Zone 3
Todd Phillips	Zone 4

Section 2-205(c) of the Code of Ordinances prohibits the appointment to an advisory board of any person who has, or whose employer has, a contractual relationship with the City unless the conflict is waived. A conflict for an at-large appointment by the City Commission may be made by full disclosure of the contractual relationship and the affirmative two-thirds (2/3) vote of the City Commission. A conflict where an appointment is made by an individual City Commissioner may be made by the Commissioner making the appointment where disclosure of the contractual relationship is made at a public hearing.

The following nominees have conflicts, by virtue of contractual relationships with the City, that will need to be waived:

- Bruce Manne, the Mayor's nominee, holds a hangar lease agreement with the City. This conflict may be waived by the Mayor.
- Michelle Widick, the Zone 3 nominee, is employed by Zev Cohen and Associates, a civil engineering firm that performs engineering services under contract with the City. This conflict may be waived by the Zone 3 City Commissioner.
- Todd Phillips, the Zone 4 nominee, is employed by Waste Pro, the solidwaste collections vendor under contract with the City. The conflict may be waived by the Zone 4 City Commissioner.

After the conflicts have been waived, the City Commission may adopt the underlying resolution approving the appointments to the advisory board.

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Various boards and committees have been established to assist and advise the City Commission.

Recommendation

It is requested that the resolution appointing members to the Aviation Advisory Board be approved.

Attachments:

1. 23-27 Aviation Adv Bd

Approvals:



Kelly McGuire, Finance Director

Date: December 15, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022

Joyce Shanahan

Joyce Shanahan, City Manager

Date: December 20, 2022

RESOLUTION NO. 2023-27

A RESOLUTION APPOINTING MEMBERS OF THE AVIATION ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Dr. Bruce Manne is hereby appointed to serve as a member of the Aviation Advisory Board, as the appointee of the Mayor.

SECTION TWO. Lt. Col. Joseph Wisniewski is hereby appointed to serve as a member of the Aviation Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. Col. F.B. “Skeeter” Surguine is hereby appointed to serve as a member of the Aviation Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Michelle Widick is hereby appointed to serve as a member of the Aviation Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Todd Phillips is hereby appointed to serve as a member of the Aviation Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. The above named appointees shall each serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year and shall serve without compensation for such service in accordance with Article VI, Chapter 2, *Code of Ordinances*, including section 2-220 thereof.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 9.B
Section:	RESOLUTIONS			
Item Category:	Resolution	Res./Ord. No:	2023-28	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	Board of Adjustments and Appeals Advisory Board Appointments			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to appoint members to the Board of Adjustments and Appeals for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution appointing members to the Board of Adjustments and Appeals be approved.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/15/2022		
Claire Whitley, Assistant City Manager		12/19/2022		
Joyce Shanahan, City Manager		12/20/2022		



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: Board of Adjustments and Appeals Advisory Board Appointments
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for appointments to the Board of Adjustments and Appeals.

Background

The following resolution has been prepared for appointments to the Board of Adjustments and Appeals, as directed by the Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Discussion

The Board of Adjustments and Appeals consists of five members and five alternates.

The appointments are as follows:

<u>Name</u>	<u>Appointed By</u>
Frank Ganz	Mayor
Jake Stehr	Zone 1
Stan Driscoll	Zone 2
Dennis McNamara	Zone 3
Jean Jenner	Zone 4

The alternate appointments are as follows:

<u>Name</u>	<u>Appointed By</u>
Fred Heyne	Mayor
Barbara Bonarrigo	Zone 1
Tim Stockman	Zone 2
Tony Perricelli	Zone 3
Jim Bowers	Zone 4

Section 2-205(c) of the Code of Ordinances prohibits the appointment to an advisory board of any person who has, or whose employer has, a contractual relationship with the City unless the conflict is waived. A conflict for an at-large appointment by the City Commission may be made by full disclosure of the contractual relationship and the affirmative two-thirds (2/3) vote of the City Commission. A conflict where an appointment is made by an individual City Commissioner may be made by the Commissioner making the appointment where disclosure of the contractual relationship is made at a public hearing.

The following nominee has conflicts, by virtue of contractual relationships with the City, that will need to be waived:

- Jake Stehr, the Zone 1 nominee, is employed by Zev Cohen and Associates, a civil engineering firm that performs engineering services under contract with the City. This conflict may be waived by the Zone 1 City Commissioner.

After the conflict has been waived, the City Commission may adopt the underlying resolution approving the appointments to the advisory board.

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Various boards and committees have been established to assist and advise the City Commission.

Recommendation

It is requested that the resolution appointing members to the Board of Adjustments and Appeals be approved.

Attachments:

1. 23-28 Bd of Adjustment & Appeals

Approvals:



Kelly McGuire, Finance Director

Date: December 15, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022



Joyce Shanahan, City Manager

Date: December 20, 2022

RESOLUTION NO. 2023-28

A RESOLUTION APPOINTING MEMBERS AND ALTERNATE MEMBERS OF THE BOARD OF ADJUSTMENT AND APPEALS; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Frank Ganz is hereby appointed as a member of the Board of Adjustment and Appeals as the appointee of the Mayor.

SECTION TWO. Jake Stehr is hereby appointed as a member of the Board of Adjustment and Appeals as the appointee of the Zone One City Commissioner.

SECTION THREE. Stan Driscoll is hereby appointed as a member of the Board of Adjustment and Appeals as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Dennis McNamara is hereby appointed as a member of the Board of Adjustment and Appeals as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Jean Jenner is hereby appointed as a member of the Board of Adjustment and Appeals as the appointee of the Zone Four City Commissioner.

SECTION SIX. Fred Heyne is hereby appointed as an alternate member of the Board of Adjustment and Appeals as the appointee of the Mayor.

SECTION SEVEN. Barbara Bonarrigo is hereby appointed as an alternate member of the Board of Adjustment and Appeals as the appointee of the Zone One City Commissioner.

SECTION EIGHT. Tim Stockman is hereby appointed as an alternate member of the Board of Adjustment and Appeals as the appointee of the Zone Two City Commissioner.

SECTION NINE. Tony Perricelli is hereby appointed as an alternate member of the Board of Adjustment and Appeals as the appointee of the Zone Three City Commissioner.

SECTION TEN. Jim Bowers is hereby appointed as an alternate member of the Board of Adjustment and Appeals as the appointee of the Zone Four City Commissioner.

SECTION ELEVEN. The said appointees shall each serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve without compensation for such service in accordance with the provisions of Article VI, Chapter 2, of the *Code of Ordinances* and Chapter 1, Article II, Section 1.16 of the *Land Development Code*.

SECTION TWELVE. This Resolution shall take effect immediately upon adoption.

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 9.C
Section:	RESOLUTIONS			
Item Category:	Resolution	Res./Ord. No:	2023-29	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	Brownfield Advisory Board Appointments			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to appoint members to the Brownfield Advisory Board for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution appointing members to the Brownfield Advisory Board be approved.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/13/2022		
Claire Whitley, Assistant City Manager		12/19/2022		
Joyce Shanahan, City Manager		12/20/2022		



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: Brownfield Advisory Board Appointments
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for appointments to the Brownfield Advisory Board.

Background

The following resolution has been prepared for appointments to Brownfield Advisory Board, as directed by the Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Discussion

The appointments are as follows:

<u>Name</u>	<u>Appointed By</u>
Fred Heyne	Mayor
Jake Stehr	Zone 1
Corey Cresenzi	Zone 2
Miriam Hughey-Guy	Zone 3
Josh Pringle	Zone 4
Samuel Walter	Commission At-Large
Thomas McDonald	Ormond Beach MainStreet

Section 2-205(c) of the Code of Ordinances prohibits the appointment to an advisory board of any person who has, or whose employer has, a contractual relationship with the City unless the conflict is waived. A conflict for an at-large appointment by the City Commission may be made by full disclosure of the contractual relationship and the affirmative two-thirds (2/3) vote of the City Commission. A conflict where an appointment is made by an individual City Commissioner may be made by the Commissioner making the appointment where disclosure of the contractual relationship

is made at a public hearing.

The following nominee has conflicts, by virtue of contractual relationships with the City, that will need to be waived:

- Jake Stehr, the Zone 1 nominee, is employed by Zev Cohen and Associates, a civil engineering firm that performs engineering services under contract with the City. This conflict may be waived by the Zone 1 City Commissioner.

After the conflicts have been waived, the City Commission may adopt the underlying resolution approving the appointments to the advisory board.

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Various boards and committees have been established to assist and advise the City Commission.

Recommendation

It is requested that the resolution appointing members to the Brownfield Advisory Board be approved.

Attachments:

1. 23-29 Brownfield adv bd appointments

Approvals:



Kelly McGuire, Finance Director

Date: December 13, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022



Date: December 20, 2022

Joyce Shanahan, City Manager

RESOLUTION 2023-29

A RESOLUTION APPOINTING MEMBERS OF THE BROWNFIELD ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Fred Heyne is hereby appointed to serve as a member of the Brownfield Advisory Board, as the appointee of the Mayor.

SECTION TWO. Jake Stehr is hereby appointed to serve as a member of the Brownfield Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. Corey Cresenzi is hereby appointed to serve as a member of the Brownfield Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Miriam Hughey-Guy is hereby appointed to serve as a member of the Brownfield Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Josh Pringle is hereby appointed to serve as a member of the Brownfield Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. Samuel Walter is hereby appointed to serve as a member of the Brownfield Advisory Board, as the at-large appointee of the City Commission.

SECTION SEVEN. Thomas MacDonald is hereby appointed to serve as a member of the Brownfield Advisory Board, as the appointee of Ormond Main Street, Inc.

SECTION EIGHT. The aforementioned appointees shall each serve a two-year term that shall expire the day prior to the first regularly scheduled city commission meeting in January

of each odd-numbered year, and shall serve without compensation in accordance with the provisions of Article VI, Chapter 2, of the *Code of Ordinances*, including Section 2-229 thereof.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 9.D
Section:	RESOLUTIONS			
Item Category:	Resolution	Res./Ord. No:	2023-30	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	Leisure Services Advisory Board Appointments			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to appoint members to the Leisure Services Advisory Board for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution appointing members to the Leisure Services Advisory Board be approved.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/15/2022		
Claire Whitley, Assistant City Manager		12/19/2022		
Joyce Shanahan, City Manager		12/20/2022		



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: Leisure Services Advisory Board Appointments
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for appointments to the Leisure Services Advisory Board.

Background

The following resolution has been prepared for appointments to the Leisure Services Advisory Board, as directed by the Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Discussion

The appointments are as follows:

<u>Name</u>	<u>Appointed By</u>
Shannon Ruby Julien	Mayor
Lucy Jackman	Zone 1
Doug Thomas	Zone 2
Barbara Bonarrigo	Zone 3
Lindsey Wolf*	Zone 4
Sam Walter	Commission At-Large
Doug Wigley	Youth baseball (OB Youth Baseball Association)
Len Gaspery	Youth basketball (OB Youth Basketball Association)
Robert Bowling	Youth soccer (OB Youth Soccer Club)
Christy Kurz	Pop Warner youth football
Vacant (proposed to be eliminated)	Ormond Beach Friends of Recreation, Inc.
Vacant (proposed to be eliminated)	Girls' softball

Dennis King

(OB Baseball & Softball)
Ormond Beach Pride Inc.
(football)

*Appointment made following the Commission Workshop held December 6, 2022.

Section 2-205(c) of the Code of Ordinances prohibits the appointment to an advisory board of any person who has, or whose employer has, a contractual relationship with the City unless the conflict is waived. A conflict for an at-large appointment by the City Commission may be made by full disclosure of the contractual relationship and the affirmative two-thirds (2/3) vote of the City Commission. A conflict where an appointment is made by an individual City Commissioner may be made by the Commissioner making the appointment where disclosure of the contractual relationship is made at a public hearing.

The following nominee has conflicts, by virtue of contractual relationships with the City, that will need to be waived:

- Robert Bowling, the Ormond Beach Youth Soccer Association appointment, is employed by Brown and Brown Insurance, an insurance brokerage firm that is under contract with the City.

After the conflicts have been waived, the City Commission may adopt the underlying resolution approving the appointments to the advisory board.

Presently, the Code of Ordinance regarding the LSAB includes membership for girls' softball and Ormond Beach Friends of Recreation, Inc. The Leisure Services Advisory Board met on December 14, 2022, and proposes the future elimination of these two positions, resulting in the reduction of membership from 13 to 11 members. These changes will need to be made to the Code of Ordinances on an upcoming agenda.

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Various boards and committees have been established to assist and advise the City Commission.

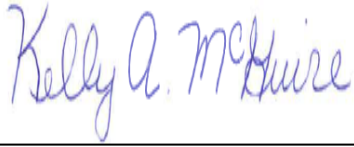
Recommendation

It is requested that the resolution appointing members to the Leisure Services Advisory Board be approved.

Attachments:

1. 23-30 Leisure Services Advisory Bd appointments

Approvals:



Kelly McGuire, Finance Director

Date: December 15, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022



Joyce Shanahan, City Manager

Date: December 20, 2022

RESOLUTION NO. 2023-30

A RESOLUTION APPOINTING MEMBERS OF THE LEISURE SERVICES ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Shannon Ruby Julien is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Mayor.

SECTION TWO. Lucy Jackman is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. Doug Thomas is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Barbara Bonarrigo is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Lindsey Wolf is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. Doug Wigley is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of Ormond Beach Youth Baseball & Softball Corp., as the youth baseball representative.

SECTION SEVEN. Len Gaspery is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of Ormond Beach Youth Basketball Association, Inc., as the youth basketball representative.

SECTION EIGHT. _____ is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of Ormond Beach Youth Baseball & Softball Corp., as the girls' softball representative.

SECTION NINE. Robert Bowling is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of Ormond Beach Soccer Club, Inc. as the youth soccer representative.

SECTION TEN. Christy Kurz is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Ormond Beach Youth Football and Cheerleaders Association, Inc., as the Pop Warner youth football representative.

SECTION ELEVEN. _____ is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Ormond Beach Friends of Recreation, Inc.

SECTION TWELVE. Dennis King is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of Ormond Beach Pride, Inc.

SECTION THIRTEEN. Sam Walter is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the Commission-At-Large appointee.

SECTION FOURTEEN. The said appointees shall each serve two (2) year that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve without compensation for such service in accordance with the provisions of Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, including section 2-221 thereof.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 9.E
Section:	RESOLUTIONS			
Item Category:	Resolution	Res./Ord. No:	2023-31	
Strategic Goal:	Governance – Other			
Department :	Support Services			
Subject:	Quality of Life Advisory Board Appointments			
Budget Impact:	There are no budget impacts associated with this item.			
Summary:	The purpose of this agenda item is to appoint members to the Quality of Life Advisory Board for the 2023-2024 term.			
Recommended Action:	It is requested that the resolution appointing members to the Quality of Life Advisory Board be approved.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		12/14/2022		
Claire Whitley, Assistant City Manager		12/19/2022		
Joyce Shanahan, City Manager		12/20/2022		



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: January 10, 2023
Subject: Quality of Life Advisory Board Appointments
Commission Goal: Governance – Other

Introduction

This is a request to approve a resolution for appointments to the Quality of Life Advisory Board.

Background

The following resolution has been prepared for appointments to the Quality of Life Advisory Board as directed by the Commission at the Advisory Board Nominations Workshop held on December 6, 2022.

Discussion

The appointments are as follows:

<u>Name</u>	<u>Appointed By</u>
John Adams	Mayor
Troy Railsback	Zone 1
John Long III*	Zone 2
Peggie Hart	Zone 3
Dr. Philip Shapiro	Zone 4
TBD	Commission At-Large
TBD	Commission At-Large

*Appointment made following the Commission Workshop held December 6, 2022.

Post Commission Workshop of December 6, 2022, the following nominations have been individually made for the two Commission At-Large appointments:

- Evan Altes - nominated by Mayor Partington
- Sam Walter - nominated by Commissioner Sargent
- Sam Walter and Michelle Zirkelback - nominated by Commissioner Tolland

- Douglas Thomas Jr., Gordon Currie, and Brian Nave - nominated by Deputy-Mayor Briley

Budget Impact

There are no budget impacts associated with this item.

Citizen Impact

Various boards and committees have been established to assist and advise the City Commission.

Recommendation

It is requested that the resolution appointing members to the Quality of Life Advisory Board be approved.

Attachments:

1. 23-31 Quality of Life Adv Bd appointments

Approvals:



Kelly McGuire, Finance Director

Date: December 14, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022



Joyce Shanahan, City Manager

Date: December 20, 2022

RESOLUTION NO. 2023-31

A RESOLUTION APPOINTING MEMBERS OF THE QUALITY OF LIFE ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. John Adams is hereby appointed to serve as a member of the Quality of Life Advisory Board, as the appointee of the Mayor.

SECTION TWO. Troy Railsback is hereby appointed to serve as a member of the Quality of Life Advisory Board, as the appointee of the Zone One City Commissioner.

SECTION THREE. John Long, III is hereby appointed to serve as a member of the Quality of Life Advisory Board, as the appointee of the Zone Two City Commissioner.

SECTION FOUR. Peggie Hart is hereby appointed to serve as a member of the Quality of Life Advisory Board, as the appointee of the Zone Three City Commissioner.

SECTION FIVE. Dr. Philip Shapiro is hereby appointed to serve as a member of the Quality of Life Advisory Board, as the appointee of the Zone Four City Commissioner.

SECTION SIX. _____ and _____ are hereby appointed to serve as members of the Quality of Life Board, as the at-large appointees of the City Commission.

SECTION SEVEN. The said appointees shall each serve a two (2) year term that shall expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve without compensation for such service in accordance

with Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, including section 2-224 thereof.

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

APPROVED AND AUTHENTICATED this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 1/10/2023		AGENDA ITEM		Number: 9.F
Section:	RESOLUTIONS			
Item Category:	Resolution	Res./Ord. No:	2023-32	
Strategic Goal:	Community Development - Other			
Department :	Planning & Building			
Subject:	Archer's Mill, Phase 3A Preliminary Plat, Plantation Oaks Planned Residential Development			
Budget Impact:	There is no budget impact as the result of the preliminary plat.			
Summary:	This is a request from Forestar (USA) Real Estate Group, Inc. for a preliminary plat for Archer's Mill, Phase 3A- Plantation Oaks of Ormond Beach, consisting of 94 single-family lots on 42.38 acres. The preliminary plat is a technical review to allow the subdivision of land consistent with the Planned Residential Development that is reviewed by the Planning Board and acted upon by the City Commission as a Resolution. The Planning Board reviewed the preliminary plat at the December 5, 2022 meeting and recommended approval with a 5-0 vote.			
Recommended Action:	It is recommended that the City Commission approve the preliminary plat for 94 single-family lots on 42.38 acres. The preliminary plat is consistent with the approved Planned Residential Development zoning. The Planning Board reviewed the preliminary plat at the December 5, 2022 meeting and recommended approval with a 5-0 vote.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		12/15/2022		
Claire Whitley, Assistant City Manager		12/19/2022		
Joyce Shanahan, City Manager		12/20/2022		



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: January 10, 2023
Subject: Archer's Mill, Phase 3A Preliminary Plat, Plantation Oaks Planned Residential Development

Commission Goal: Community Development - Other

Introduction

This is a request from Forestar (USA) Real Estate Group, Inc. for a preliminary plat for Archer's Mill, Phase 3A- Plantation Oaks of Ormond Beach, consisting of 94 single-family lots on 42.38 acres. The preliminary plat is a technical review to allow the subdivision of land consistent with the Planned Residential Development that is reviewed by the Planning Board and acted upon by the City Commission as a Resolution.

Background

The Plantation Oaks subdivision was originally approved within Volusia County as a Development of Regional Impact (National Gardens) and a Planned Development. On February 2, 2021, through Ordinance Nos. 2021-02 & 2021-03, the subdivision was assigned a city zoning designation of Planned Residential Development, incorporating the previous Volusia County approvals. The ordinances also deleted the age-restriction that limits residents to 55 years of age and over within Phase 1. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. On June 7, 2022, the City Commission approved Ordinance 2022-16 that:

1. Converted golf course in Phase 1 to add 40 lots; total 709 lots.
2. Convert a golf course in Phase 3 to add 43 lots; total 524.
3. Lift age restriction in all phases except Phase 2;
4. Prohibit manufactured homes except phase 2; and
5. Convert the former school area, phase 4, to 80 lots.

This item is only approving the preliminary plat for Phase 3A of the Plantation Oaks Planned Residential Development.

The status of Plantation Oaks subdivision is as follows:

Phase	Unit	Type	Lots	Status
2	A	Manufactured Home	97	Occupied, units under construction
2	B	Manufactured Home	125	Infrastructure construction underway
2	C	Manufactured Home	121	Infrastructure construction underway
2	D	Manufactured Home	84	Infrastructure construction underway
1	A	Single Family	121	Infrastructure construction underway

Discussion

The action sought is a preliminary plat in order to subdivide land, per the Planned Residential Development. The subdivision of land occurs in a two-step process that includes a preliminary plat and a final plat. The preliminary plat contains the construction drawings for the subdivision. If approved, the preliminary plat allows the applicant to either (1) proceed to construction of the subdivision improvements or (2) post a performance bond for the subdivision infrastructure improvements and proceed to final plat.

Key aspects of the Archer's Mill subdivision include:

1. The subject property is a part of phase 3 of the Plantation Oaks subdivision and is required to be constructed as single-family lots.
2. The streets are required to be private streets.
3. Lots are generally 55' and 65' in width and 125' in depth.
4. Plantation Oaks Boulevard has a 50-foot landscape area abutting the residential lots that was platted with Plantation Oaks, Phase 1.
5. The project includes a recreation area that includes a clubhouse of 5,230 square feet, a pool, a parking area, and a dog walk. The pool and clubhouse are proposed to be constructed with Phase 3B.
6. The project includes an area for RV and boat parking. The subdivision setbacks/standards are:

Front = 20 feet

Rear = 20 feet

Waterfront = 20 feet

Side = 7.5 feet

Side corner = 15 feet

Height = 35 feet

Maximum building coverage = 60%

Maximum lot coverage = 75%

PLANNING BOARD

The Planning Board reviewed the preliminary plat at the December 5, 2022 meeting and recommended approval with a 5-0 vote. There were no individuals who spoke for or against the application. The Planning Board minutes are attached to this agenda item.

Budget Impact

There is no budget impact as the result of the preliminary plat.

Citizen Impact

The Plantation Oaks subdivision has been planned through the Development of Regional Impact and planned development process through Volusia County. The subdivision of land is not anticipated to have a negative citizen impact.

Recommendation

It is recommended that the City Commission approve the preliminary plat for 94 single-family lots on 42.38 acres. The preliminary plat is consistent with the approved Planned Residential Development zoning. The Planning Board reviewed the preliminary plat at the December 5, 2022 meeting and recommended approval with a 5-0 vote.

Attachments:

1. 23-32 Archer's Mill (PO Phase 3A) (P22-0205G)
2. Exhibit A - PLAT 22-0759 Archers Mill Ph 1 Rev2 (8.5X11)
3. Exhibit B - Construction Plans (8.5X11)
4. 11.10.2022, Archers Mill, Phase 3A, Preliminary Plat, PB Staff Report(8.5X11)
5. Draft PB Minutes, OBH, Archer's Mill Pre Plat

Approvals:



Kelly McGuire, Finance Director

Date: December 15, 2022



Claire Whitley, Assistant City Manager

Date: December 19, 2022



Date: December 20, 2022

Joyce Shanahan, City Manager

RESOLUTION NO. 2023-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “ARCHER’S MILL PHASE 1”, SHOWN AS PHASE 3A IN THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Forestar (USA) Real Estate Group, Inc., a Foreign Profit Corporation (the “Property Owner”) is the successor in interest to Plantation Oaks of Ormond Beach, LLC f/k/a/ Plantation Oaks of Ormond Beach, LC, and

WHEREAS, the Property Owner has submitted the preliminary plat for “Archer’s Mill Phase 1”, and

WHEREAS, the City Commission approved Ordinance 2021-03, authorizing the approval and execution of the Plantation Oaks Planned Residential Development Development Order incorporating previous Volusia County Development Orders, which Ordinance and Development Order are recorded in the public records of Volusia County, Florida, in Official Records Book 7985, at Pages 4080 through 4339, inclusive, and

WHEREAS, the City Commission approved Ordinance 2022-16, authorizing the approval and execution of the first amended Plantation Oaks Planned Residential Development

Development Order authorizing certain revisions, which Ordinance and Development Order are recorded in the public records of Volusia County, Florida, in Official Records Book 8268, at Pages 2898 through 2930, inclusive, and

WHEREAS, the land area for “Archer’s Mill Phase 1” is shown as Phase 3A in the Plantation Oaks Planned Residential Development, and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend approval, and

WHEREAS, the City Commission concurs with the recommendations of the City staff and Planning Board, now therefore,

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

SECTION ONE. The City Commission hereby approves a 94-lot preliminary plat for the “Archer’s Mill Phase 1”, as shown in the preliminary plat attached hereto as Exhibit “A” and the construction plans attached hereto as Exhibit “B” and incorporated herein by reference, subject to full and continuous compliance to the Planned Residential Development approved by Ordinance No. 2021-03 and 2022-16.

SECTION TWO. The approval hereby granted shall expire automatically, in accordance with Chapter 1, Article II, Section 1-14(3)(a) of the *Land Development Code*, on **January 10, 2025**, unless the subject property is actively being developed such that permits have been issued and are continuing; or the requirements of Section 4-18 *Land Development Code* have been satisfied and a final plat has been approved by the City Commission, recorded, and the appropriate bond has been provided as required by Section 4-18(8)(c) of the *Land Development Code* for the “Archer’s Mill Phase 1”.

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

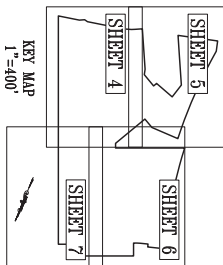
APPROVED AND AUTHENTICATED, this 10th day of January, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

PRELIMINARY

[illegible][illegible]

SETBACKS:	
FRONT.....	20 FEET
SIDE.....	20 FEET
REAR.....	7.5 FEET
SIDE CORNER NO ACCESS.....	15 FEET
WATERFRONT.....	20 FEET
MAXIMUM BUILDING HEIGHT.....	35 FEET
MAXIMUM LOT IMPERVIOUS COVERAGE.....	60%
MAXIMUM FLOOR AREA.....	1,400 S.F.
EXISTING ZONING.....	P-D
ACCESSORY STRUCTURE SETBACK	
SIDE YARD.....	7.5 FEET
SIDE YARD CORNER NO ACCESS.....	5 FEET
REAR YARD.....	5 FEET
FRONT YARD.....	5 FEET

SETBACKS:

ARCHER'S MILL PHASE 1
PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORLAND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: --- PAGE: ---

SURVEYOR'S NOTES:

1. THE BEARING REFERENCE, N071°54'W ASSUMED ALONG THE EAST LINE OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST.
2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.
3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PM, LB 2019 UNLESS OTHERWISE NOTED)
4. DENOTES PERMANENT CONTROL POINT (OR NAIL & DISC STAMPED POP LB 2019 UNLESS OTHERWISE NOTED)
5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SURVEYED LANDS RECORDED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPERSEDED OR MODIFIED BY ANY OTHER INSTRUMENT OR INSTRUMENTS, BE THEY THEY MAY BE ADDITIONAL, RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. THIS PLAT IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR ARCHER'S MILL PHASE 1, HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK ---, PAGES ---, COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK ---, PAGES ---
7. ALL LOT LINES ARE RADIAL, UNLESS INDICATED AS (NM), NON-RADIAL.
8. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL TOULNE.
9. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE FROM THE SURVEYED LANDS, AND ARE NOT TO BE CONSIDERED AS AN EASEMENT IN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED
10. ALL PLATED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL BE CONSIDERED TO INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT BE CONSIDERED TO SUPERSEDE OR MODIFY ANY OTHER EASEMENT, PARTICULARLY ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

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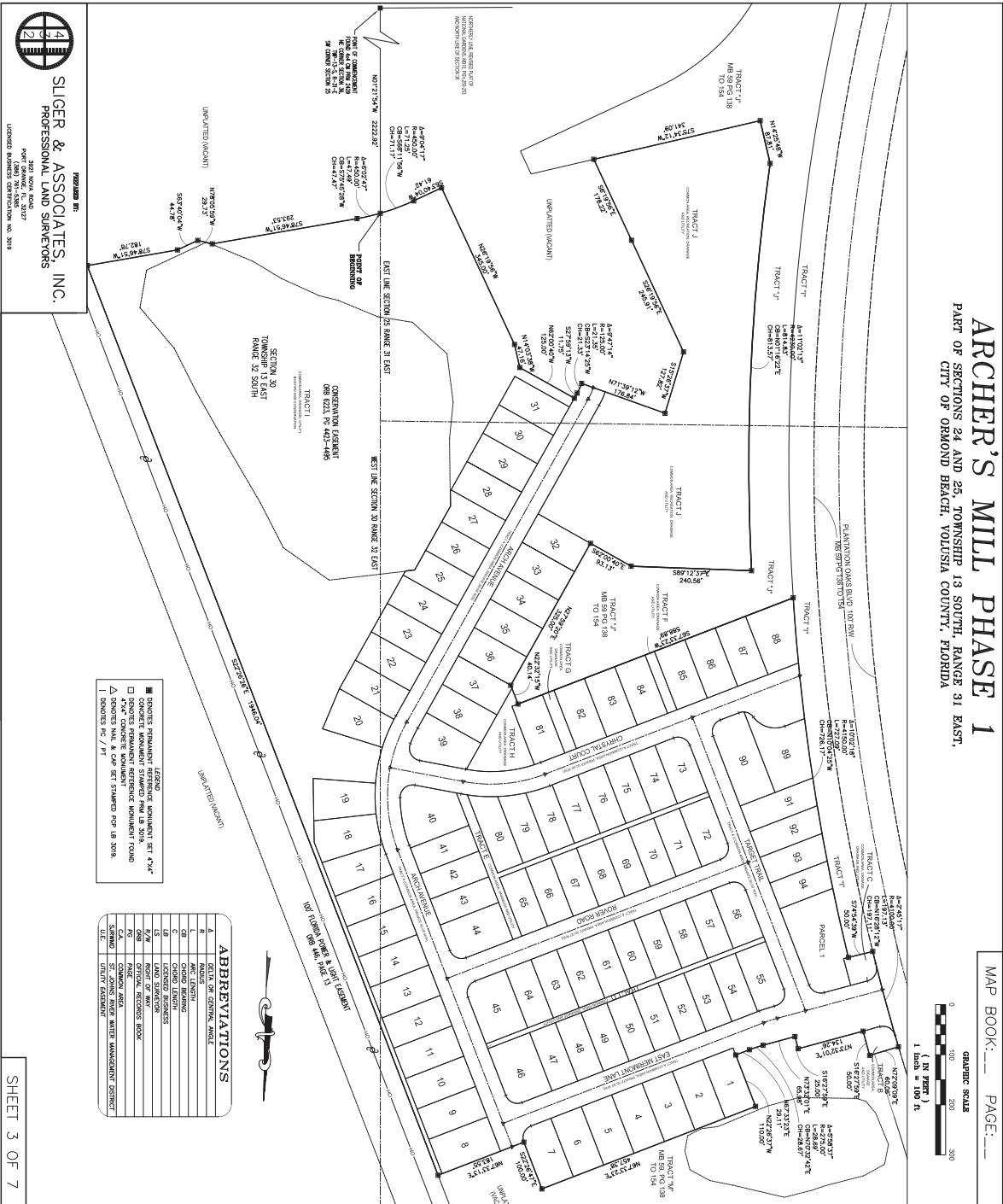
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SIDE.....	7.5 FEET
SIDE CORNER NO ACCESS.....	15 FEET
MINIMUM BUILDING HEIGHT.....	10 FEET
MINIMUM BUILDING HEIGHT.....	35 FEET
MINIMUM LOT IMPERVIOUS.....	50%
MINIMUM FLOOR AREA.....	1,400 SF
EXISTING ZONING.....	1-60
ACCESSORY STRUCTURE SETBACK:	
FRONT.....	7.5 FEET
REAR.....	15 FEET
SIDE YARD CORNER NO ACCESS.....	15 FEET
FRONT YARD.....	20 FEET



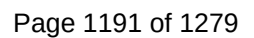
PROFESSIONAL LAND SURVEYORS
SLIGER & ASSOCIATES, INC.
3002 N.W. 10TH AVE. SUITE 100
FORT LAUDERDALE, FL 33309
PHONE: (954) 781-0000
LICENSED SURVEYOR CERTIFICATION NO. 2019

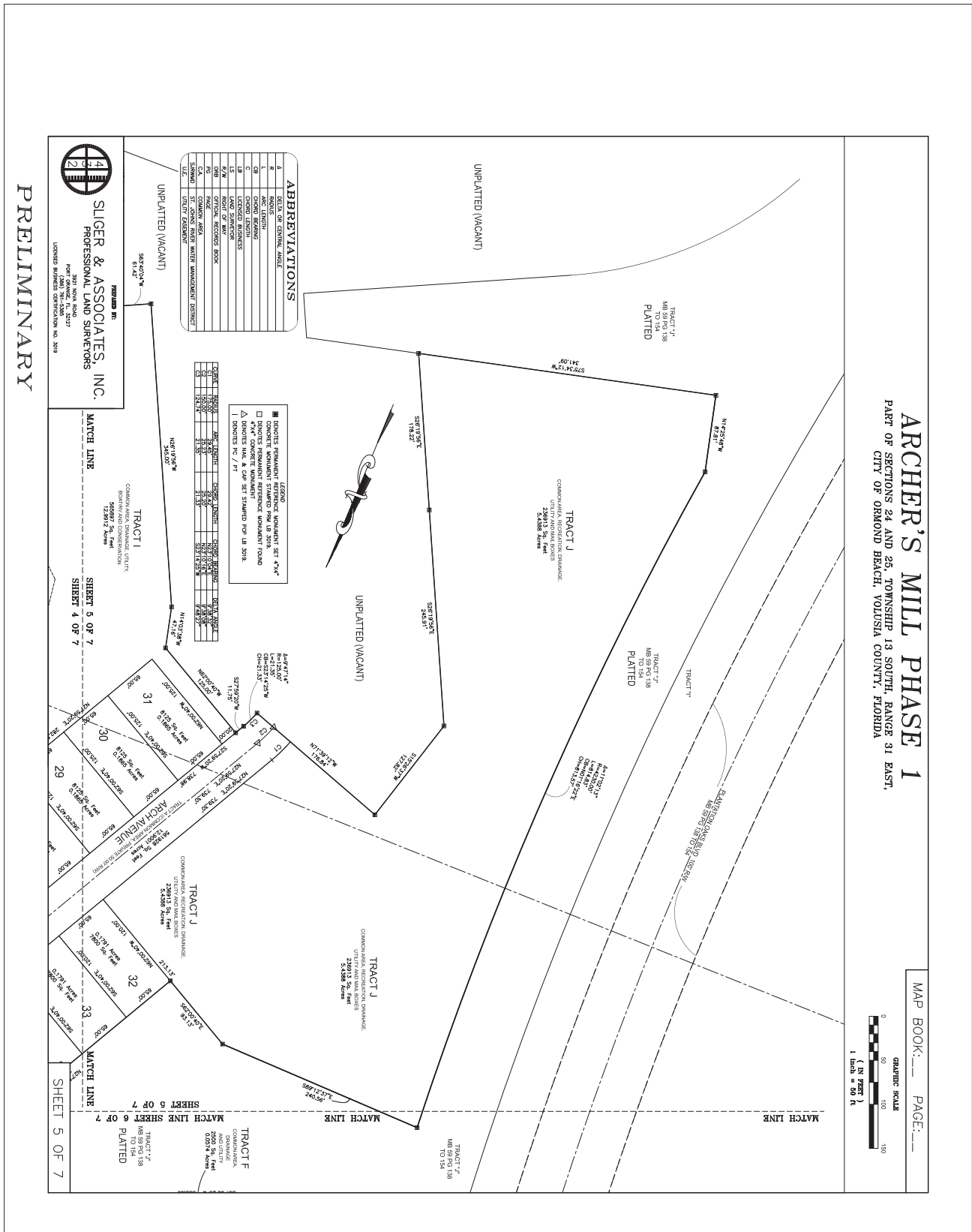
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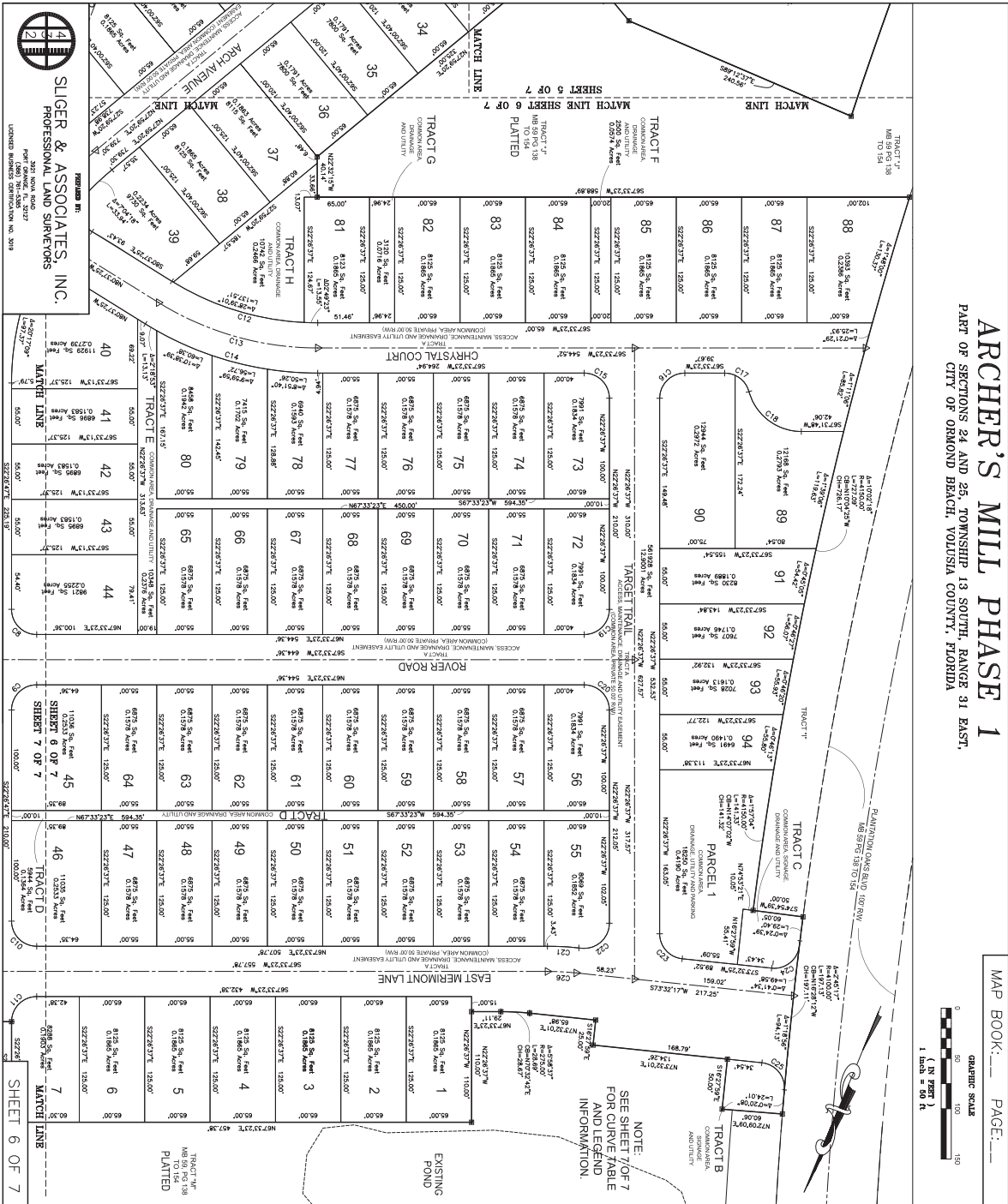
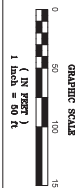
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ARCHER'S MILL PHASE 1
PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLusia COUNTY, FLORIDA

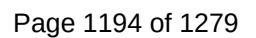
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PRELIMINARY



Sliker & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
3901 KNOX ROAD
SUITE 100
ORLANDO, FLORIDA 32837
407.761.4200
LICENSED SURVEYOR CERTIFICATION NO. 5016

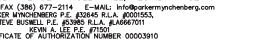


REVISED	SLB
DESCRIPTION	BY
REVISIONS	

- COVER SHEET

(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermycnynberg.
 PARKER MYCNYNBERG P.E. #32645 R.L.A. #0001553,
 STEVE BUSSELL P.E. #30850 R.L.A. #A6667011
 KEVIN A. LEE P.E. #71501
 CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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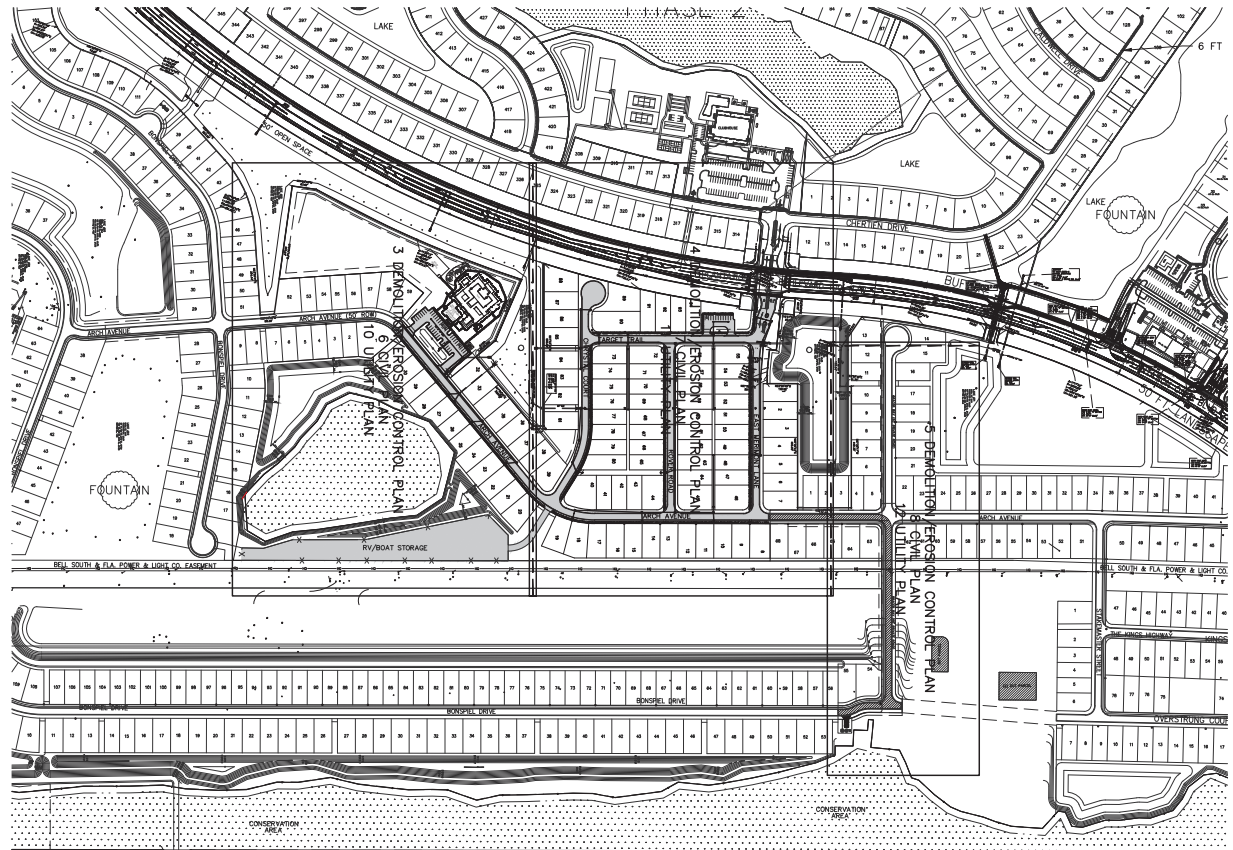
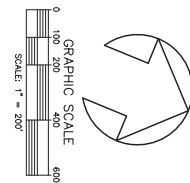
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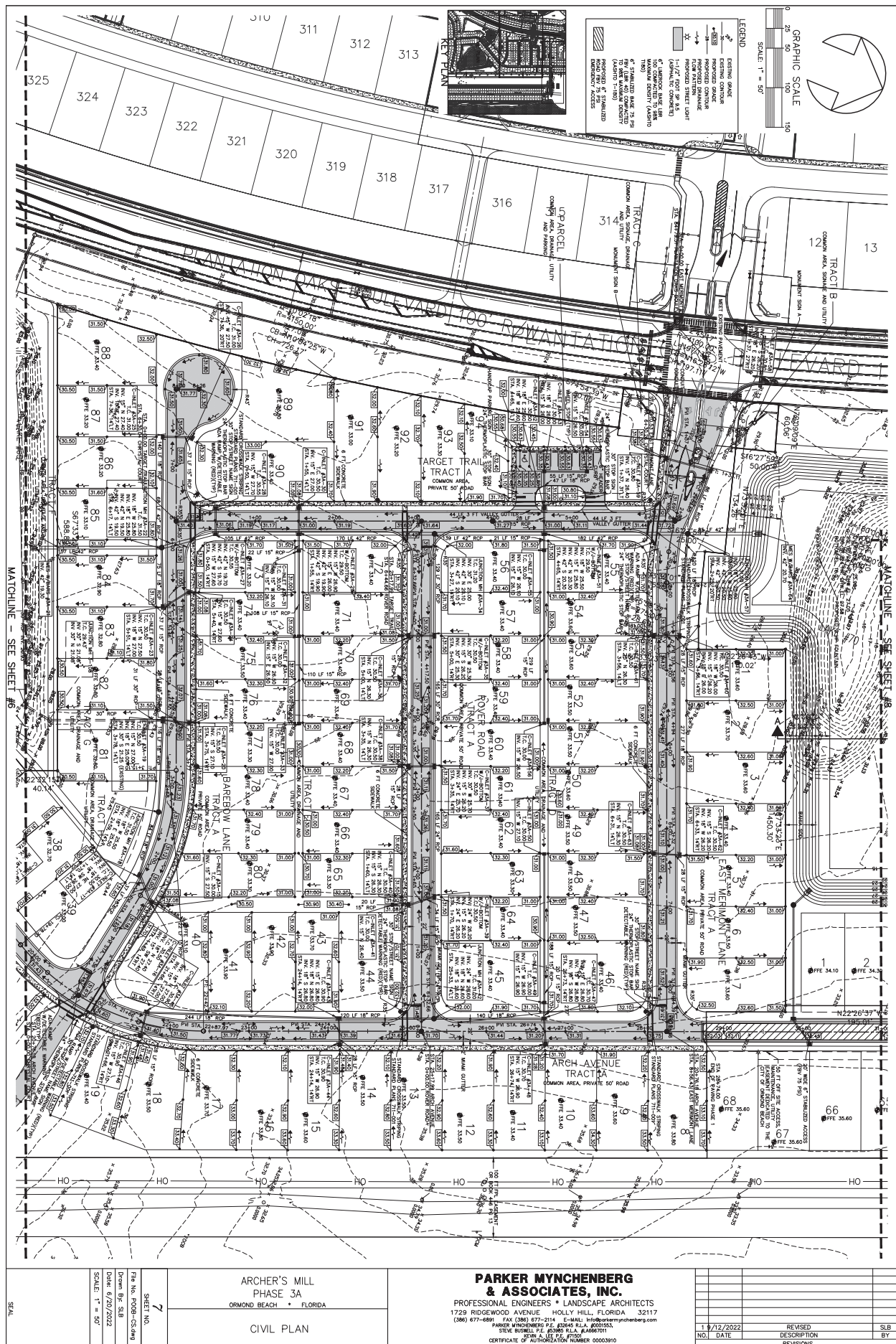
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(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
 PARKER MYNCHENBERG P.E. #32845 R.L.A. #0001553,
 STEVE BUSHNELL P.E. #03980 R.L.A. #A066701
 KEVIN A. LEE P.E. #17001
 CERTIFICATE OF AUTHORIZATION NUMBER 00003910

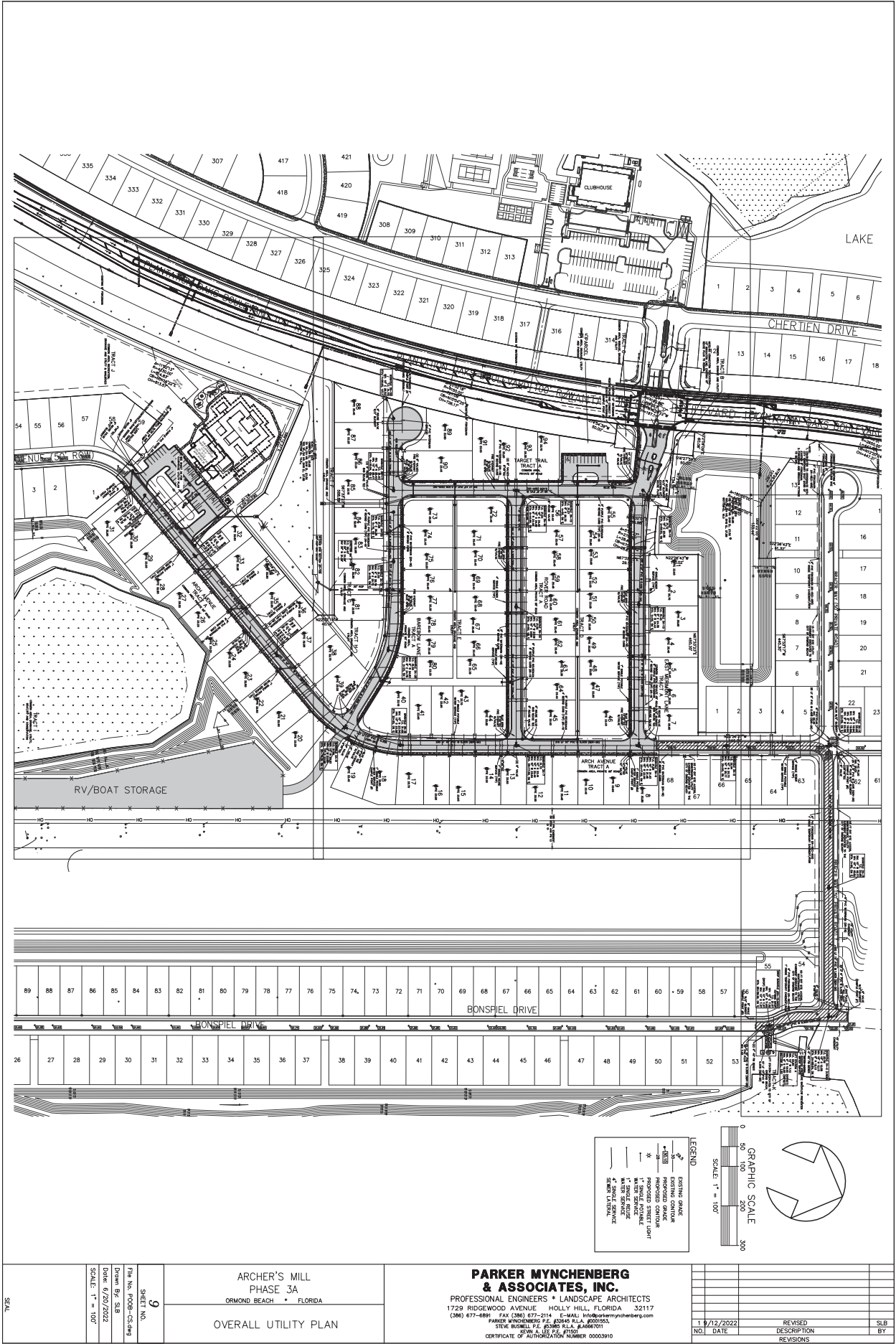
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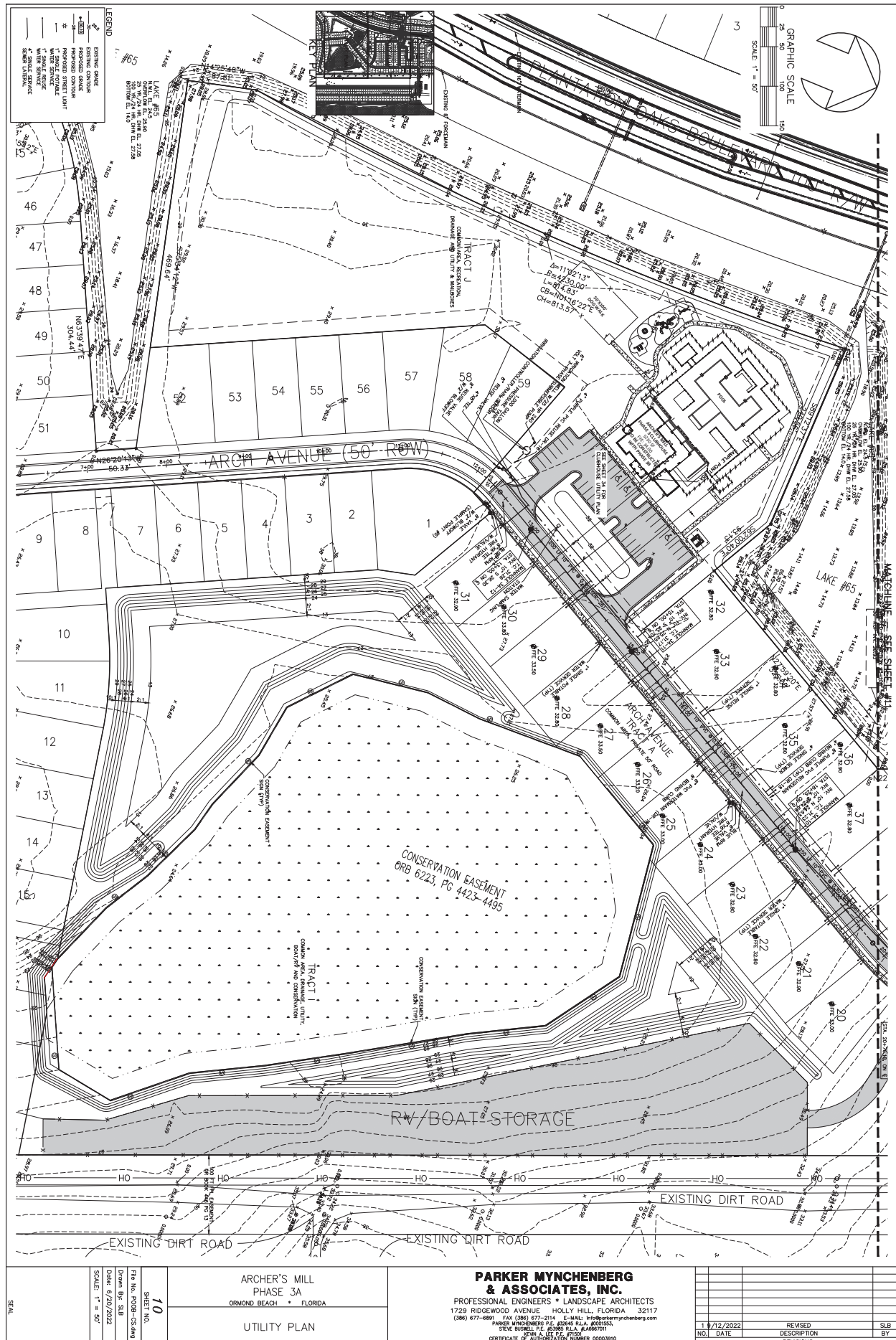
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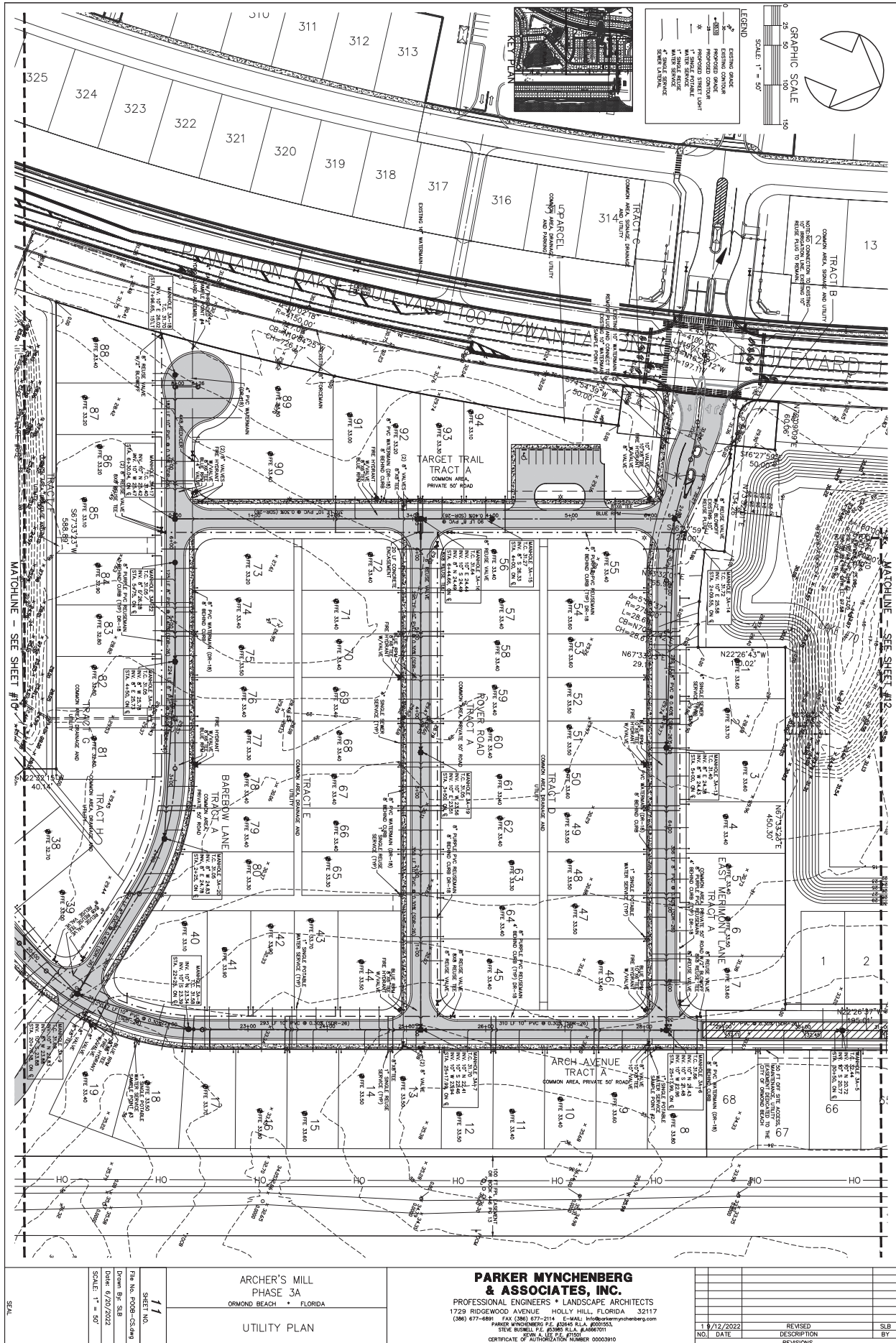


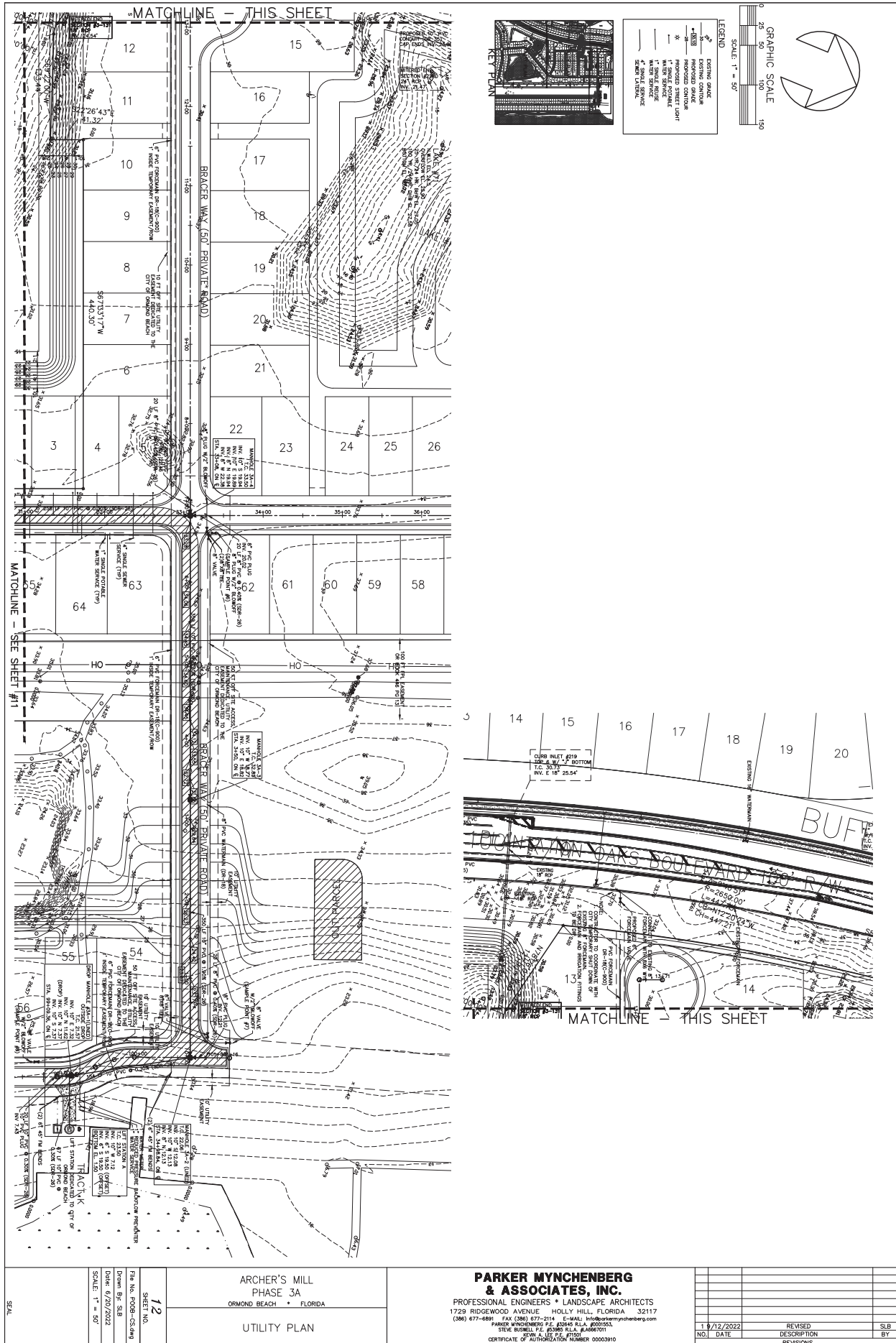




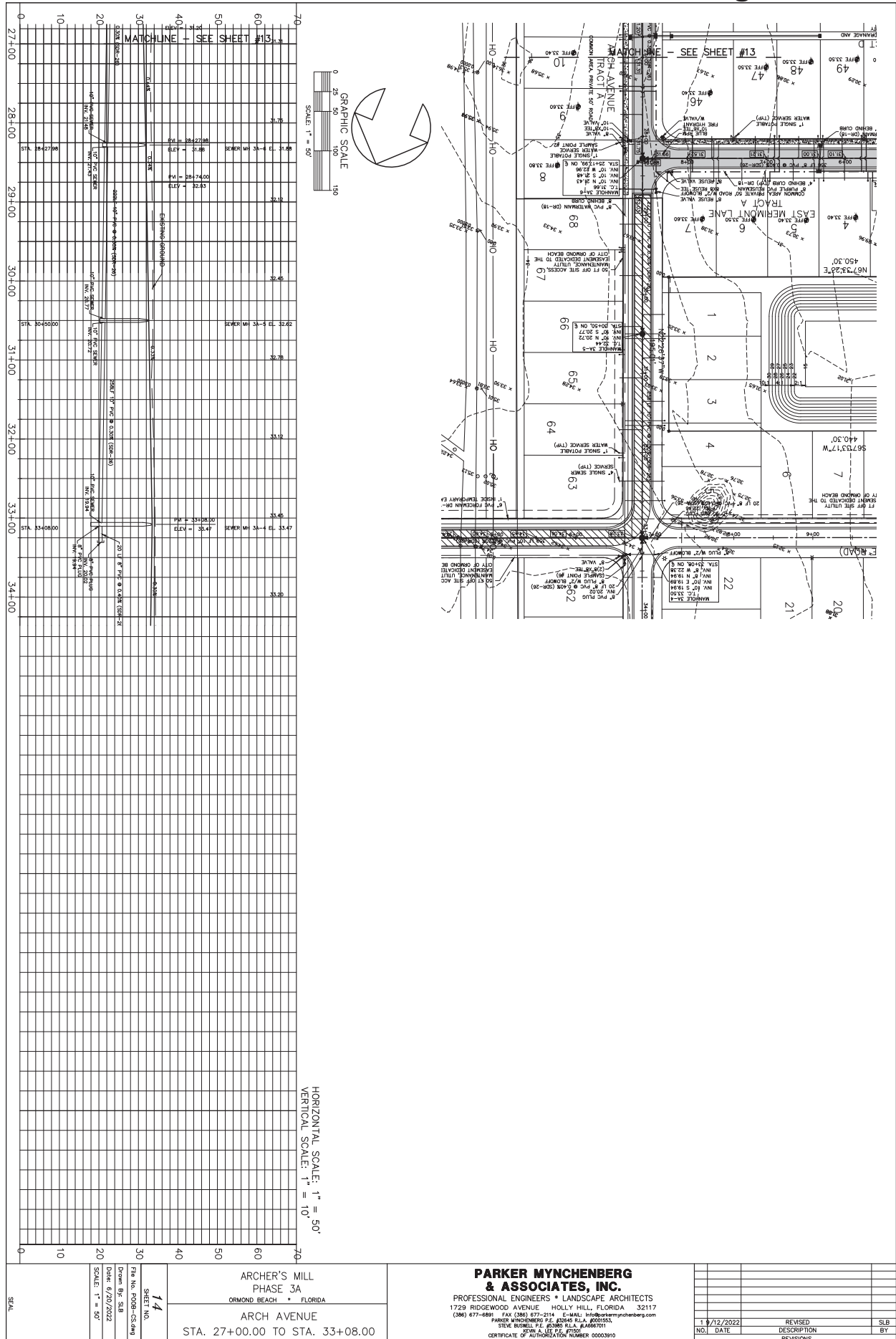


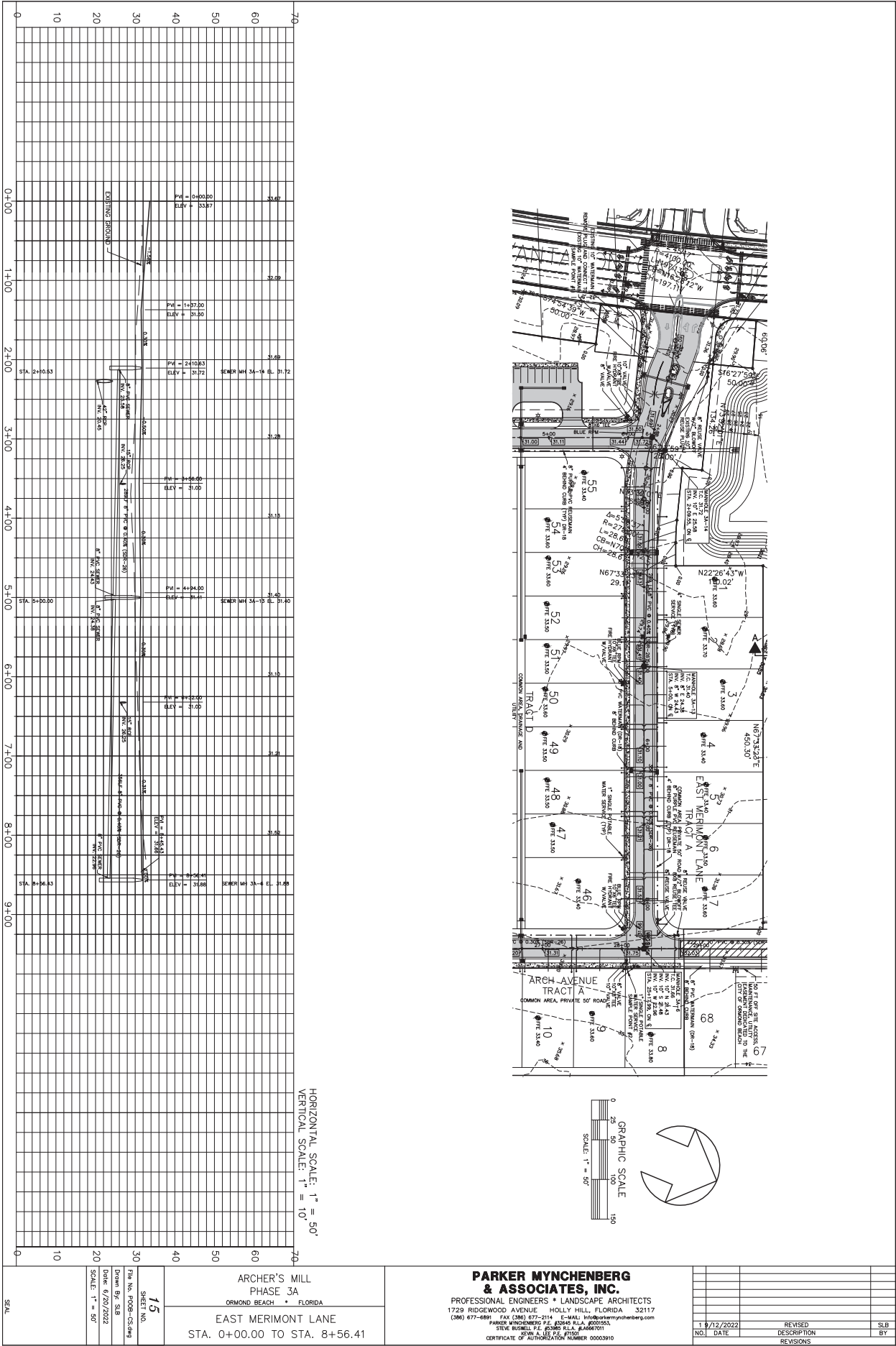


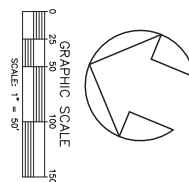
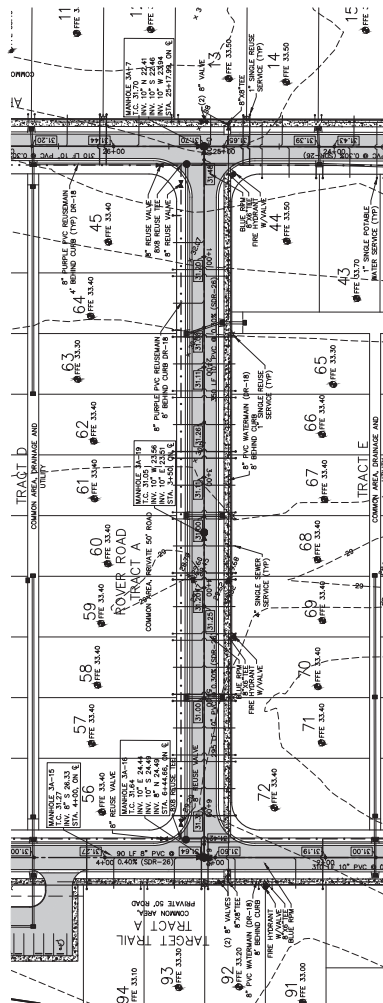
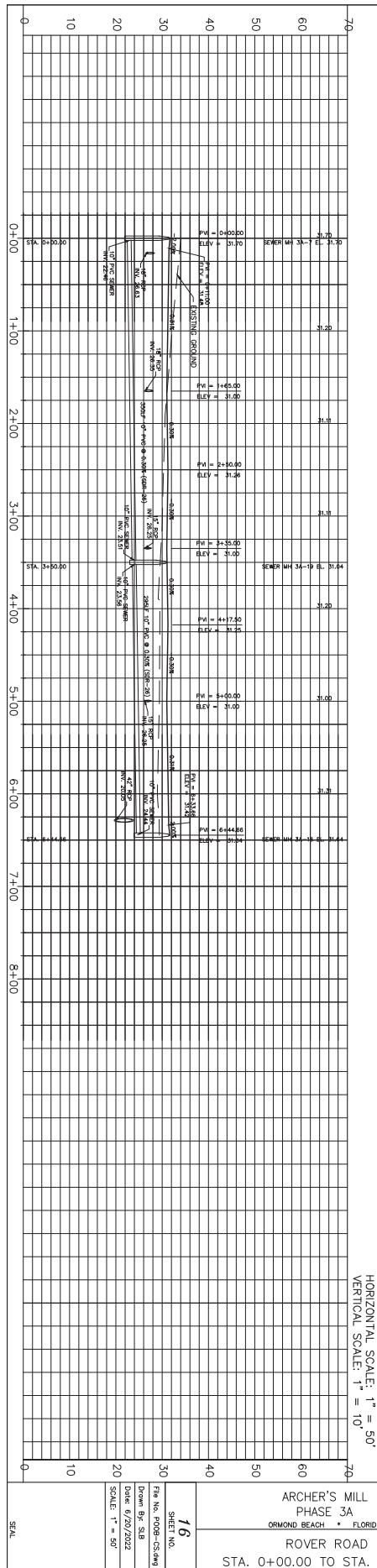












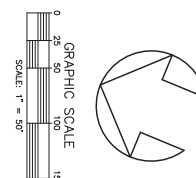
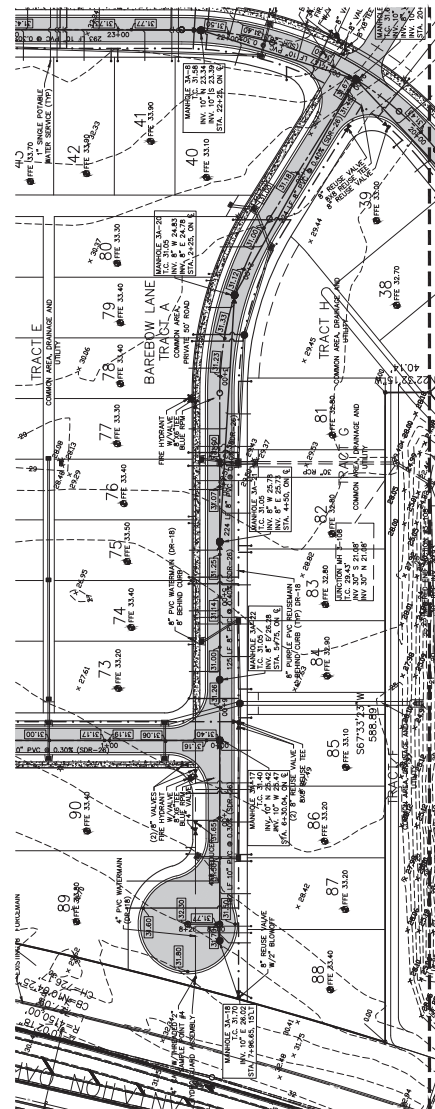
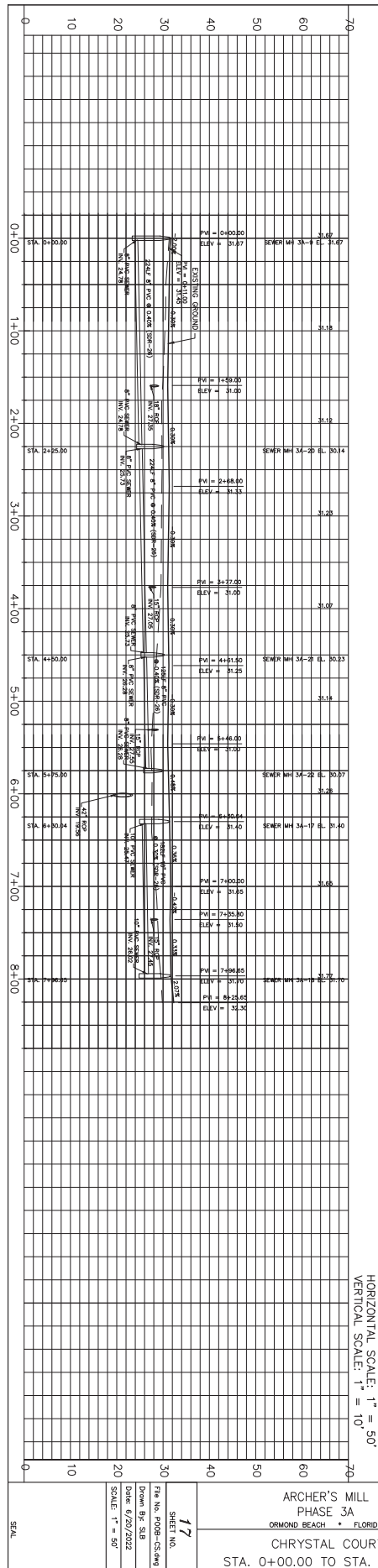
ARCHER'S MILL
PHASE 3A
ORMOND BEACH * FLORIDA

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**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@porkermynchenberg.com
PARKER WYNCHENBERG P.E. #32648 FLA. #0001535
STEVE BUSSELL P.E. #33890 FLA. #A6667011
KEVIN LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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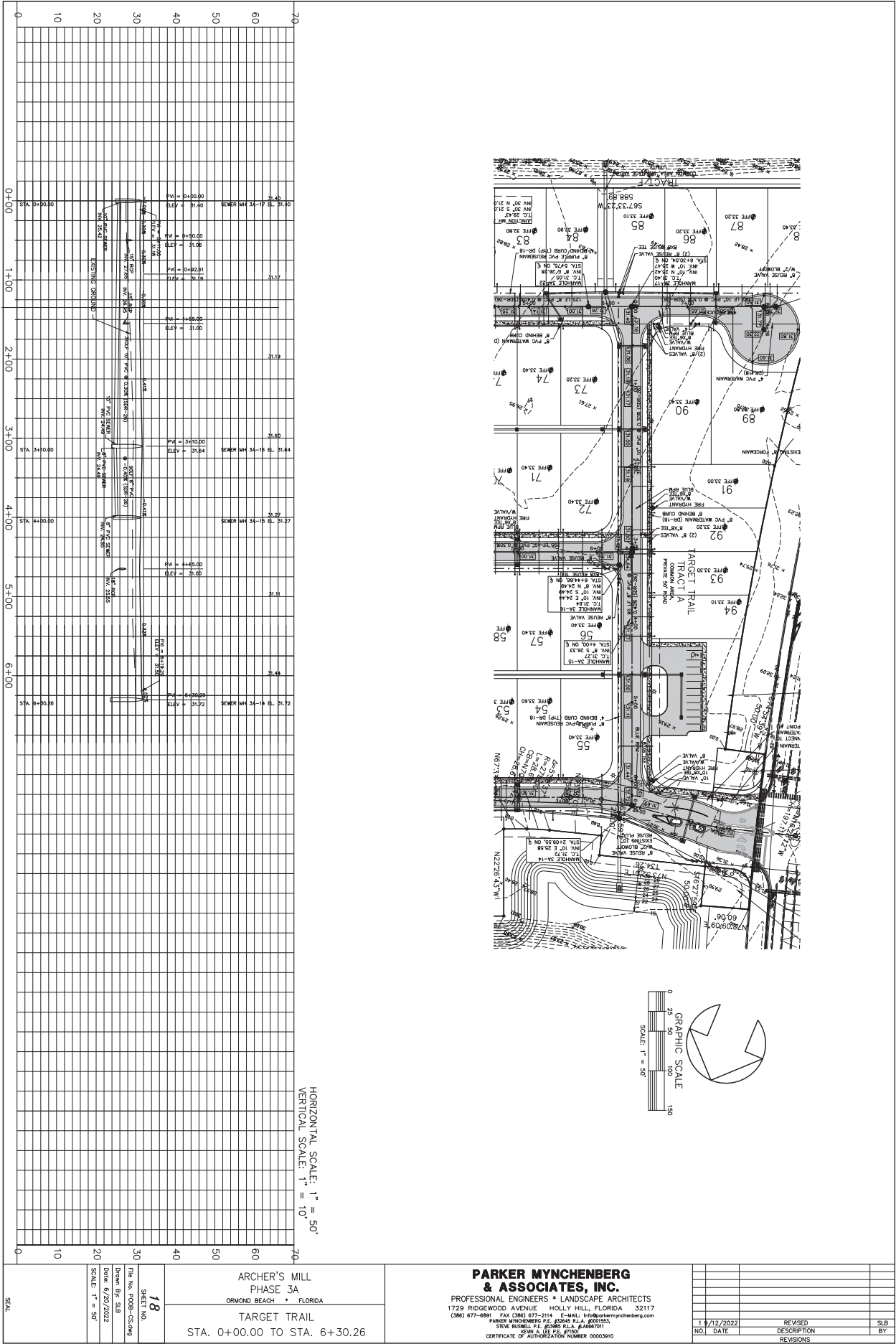


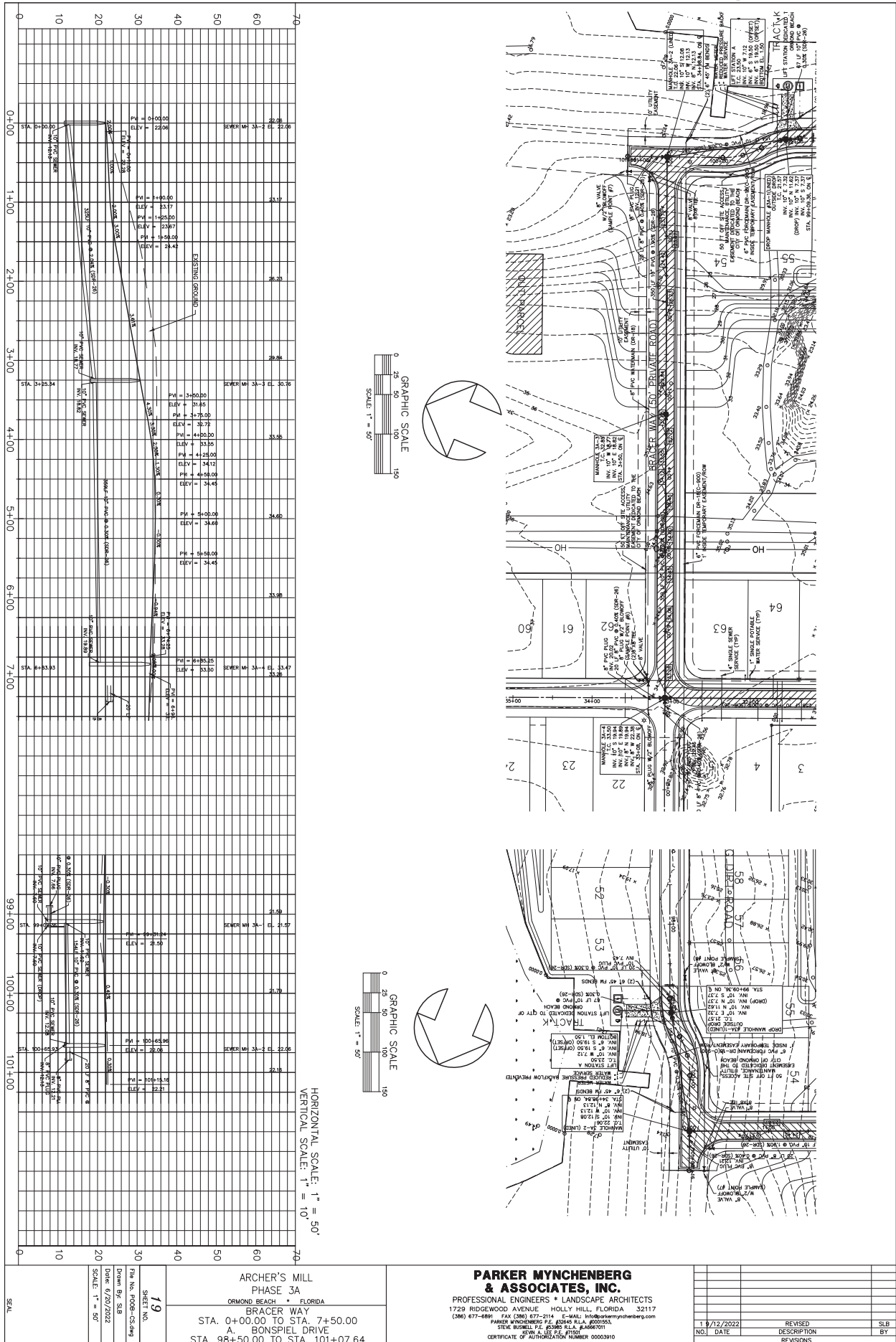
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PHASE 3A
ORMOND BEACH * FLORIDA

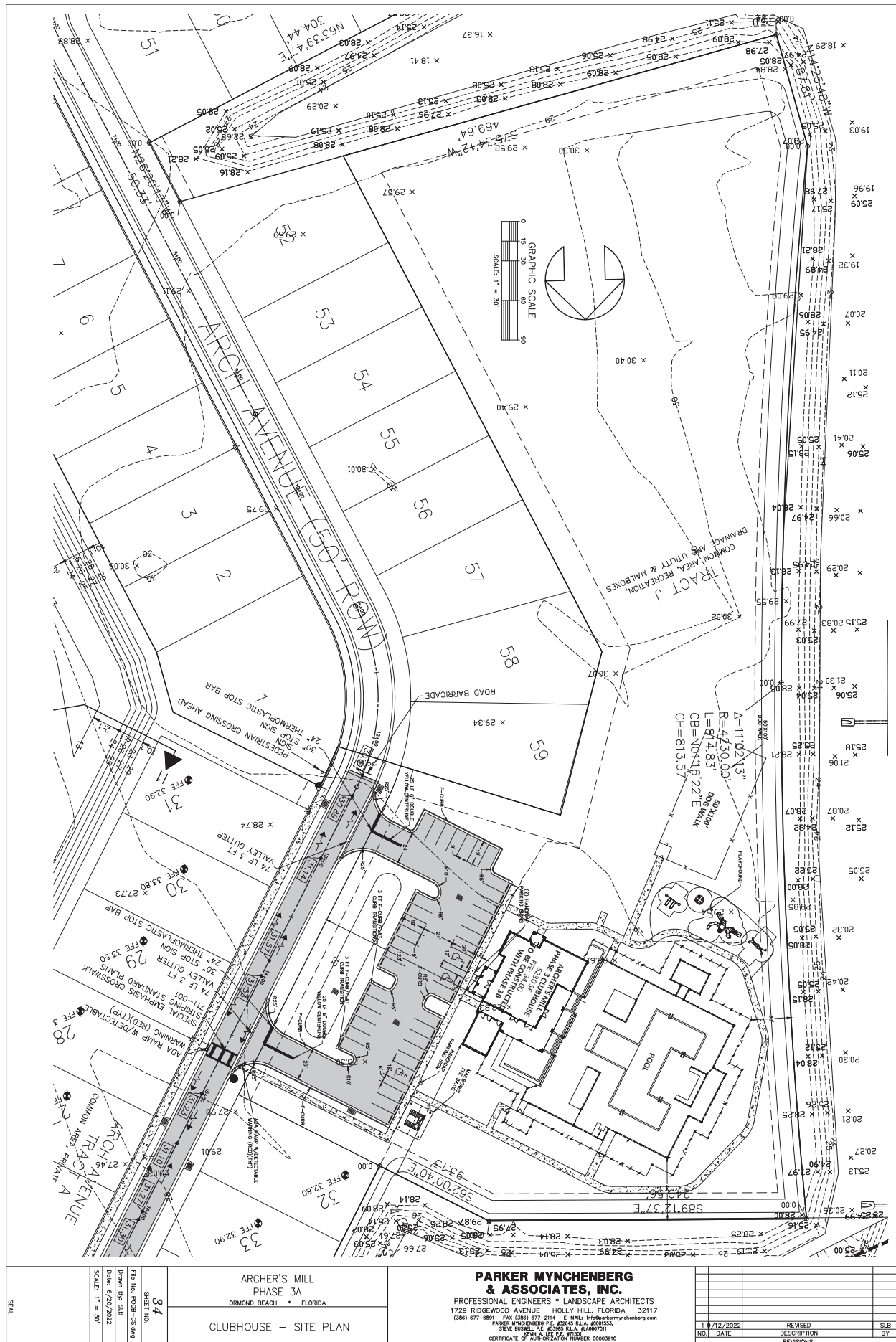
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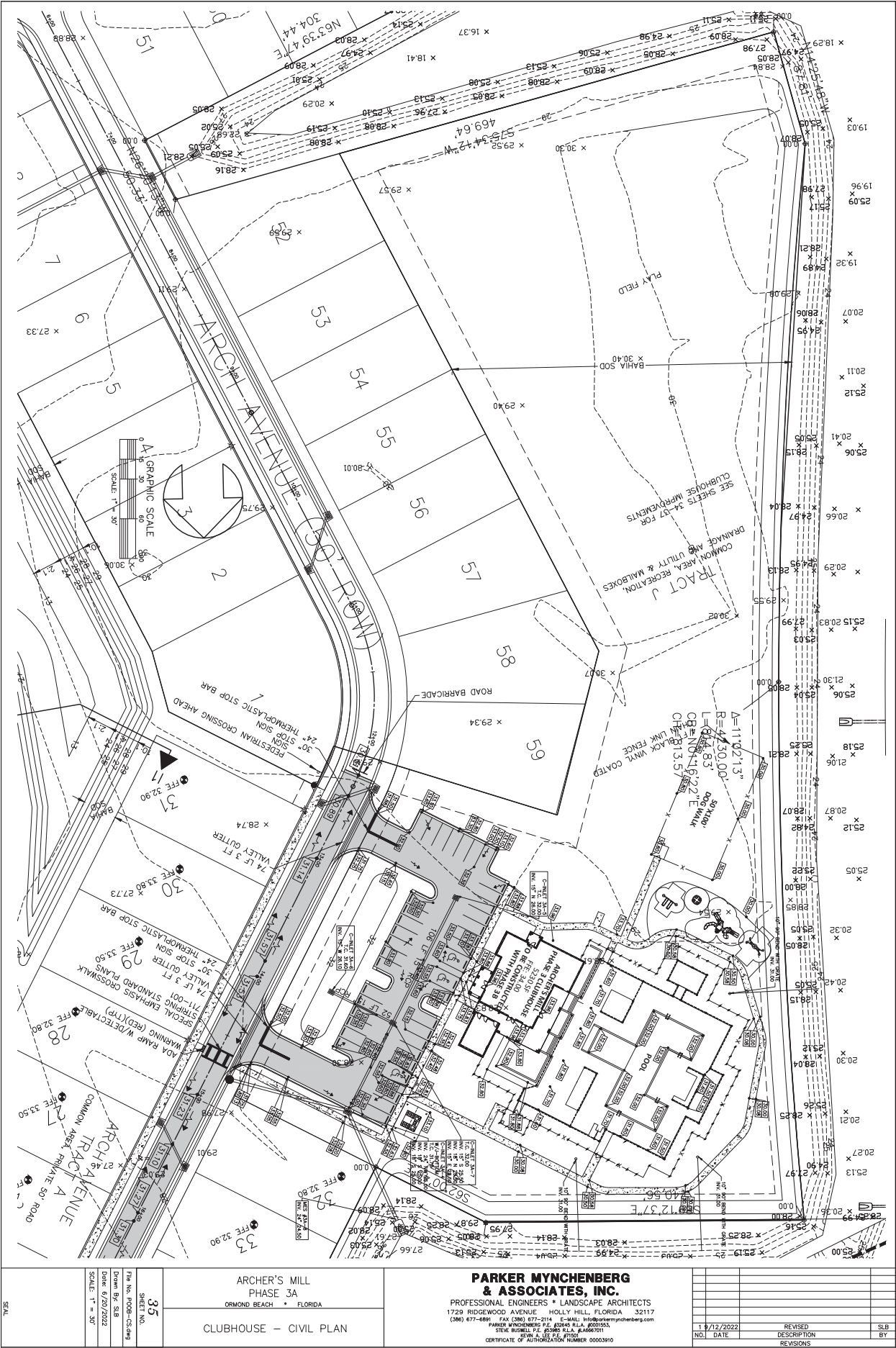
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32111
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #23545 R.L.A. #0015653,
STEVE RUSSELL P.E. #23595 R.L.A. #A066701
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

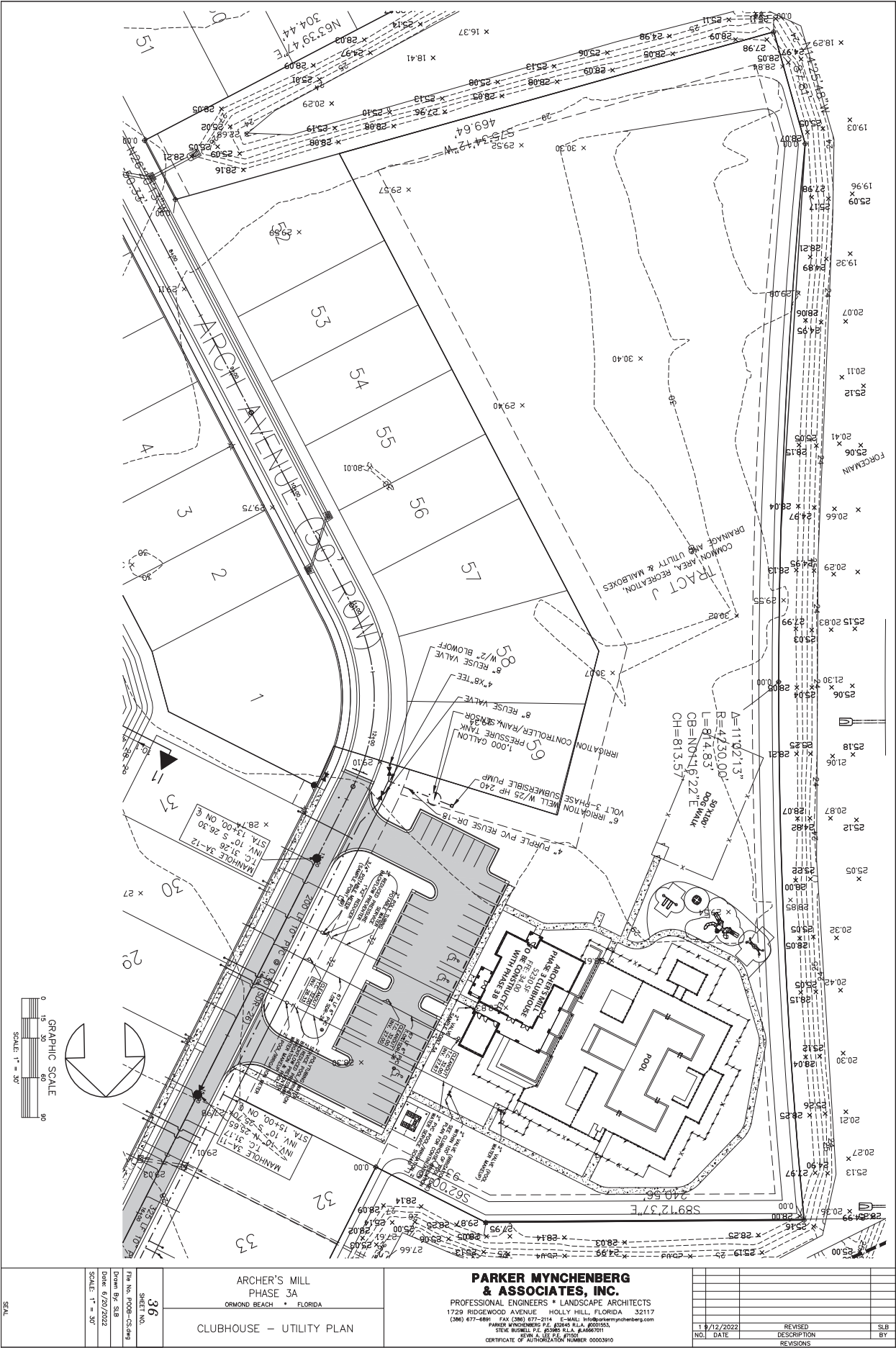
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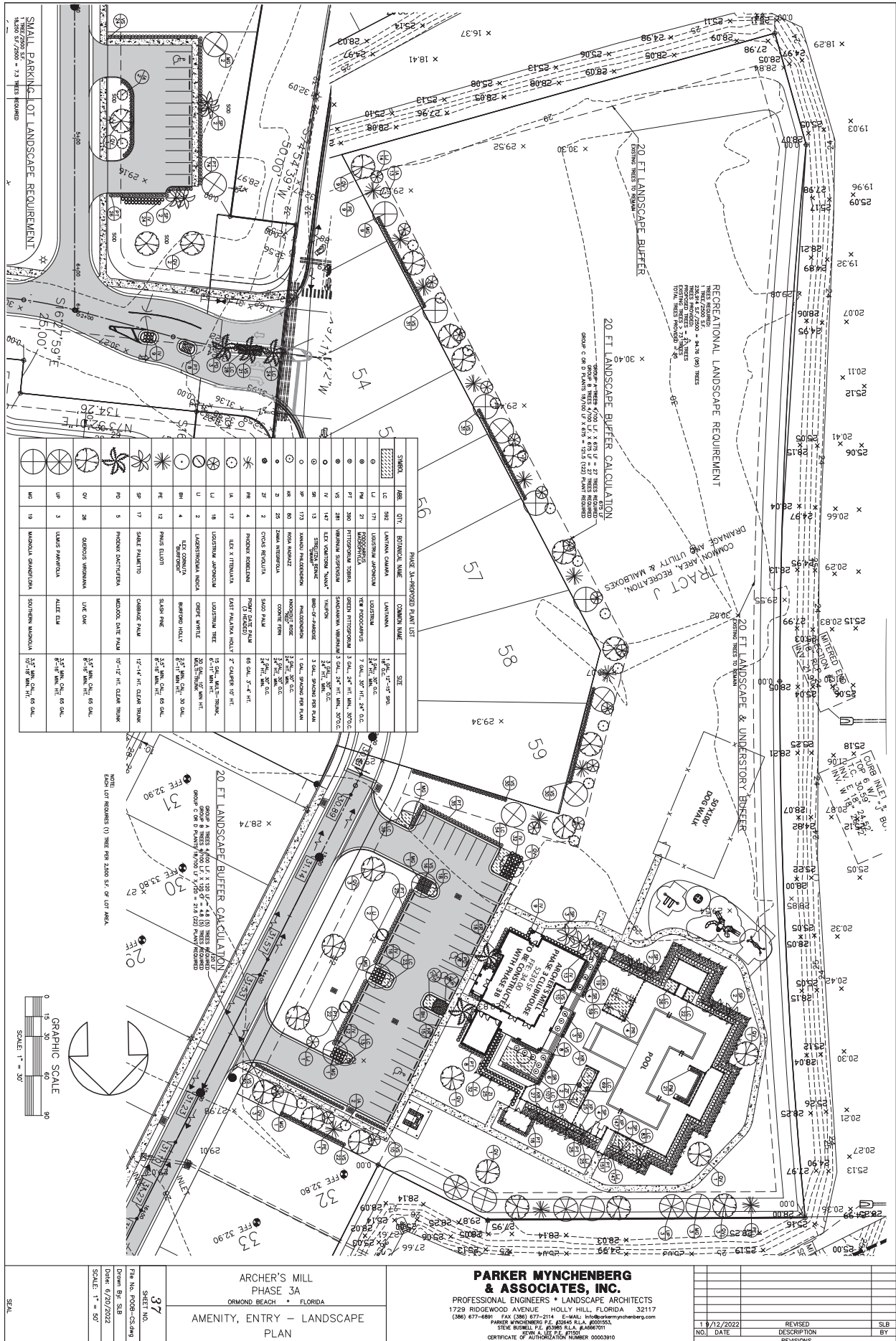


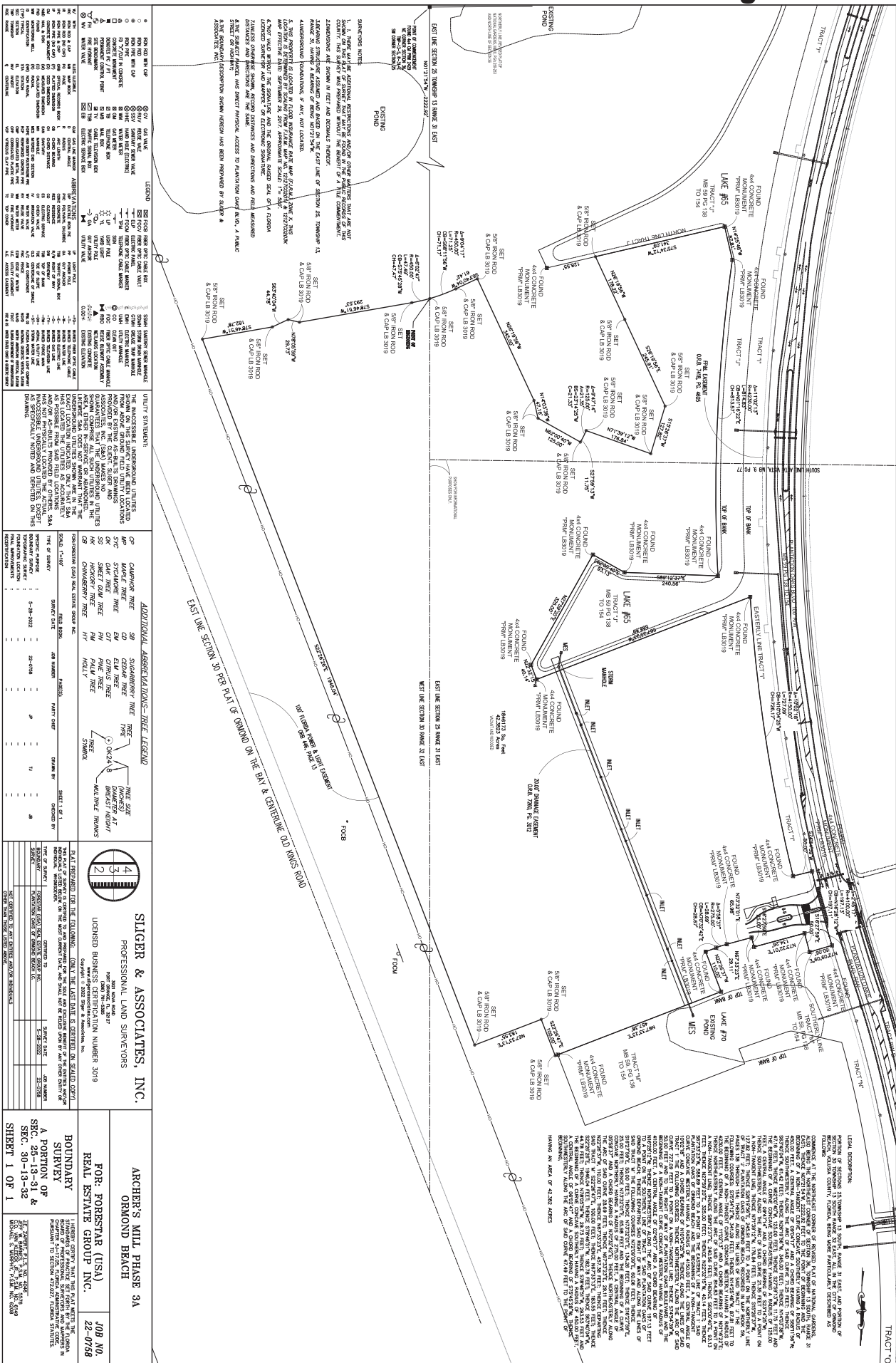


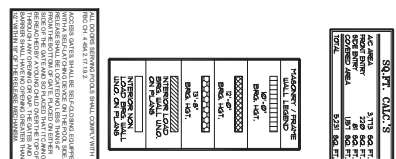




ARCHER'S MILL PHASE 3A ORMOND BEACH • FLORIDA		PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-0714 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #35945 FLA. #0001563 STEVE ROSENBERG P.E. #12565 FLA. #00067011 JENNIFER A. LEE P.E. #17010 CERTIFICATE OF AUTHORIZATION NUMBER 00003910		1 9/12/2022 NO. DATE		REVISED DESCRIPTION		SLB BY	
36 SHEET NO.		CLUBHOUSE - UTILITY PLAN		1 9/12/2022		REVISED		SLB	
File No. P008-CC-ang		Drawn By: SJB		Date: 6/20/2022		REVISIONS		BY	
SCALE: 1" = 30'									







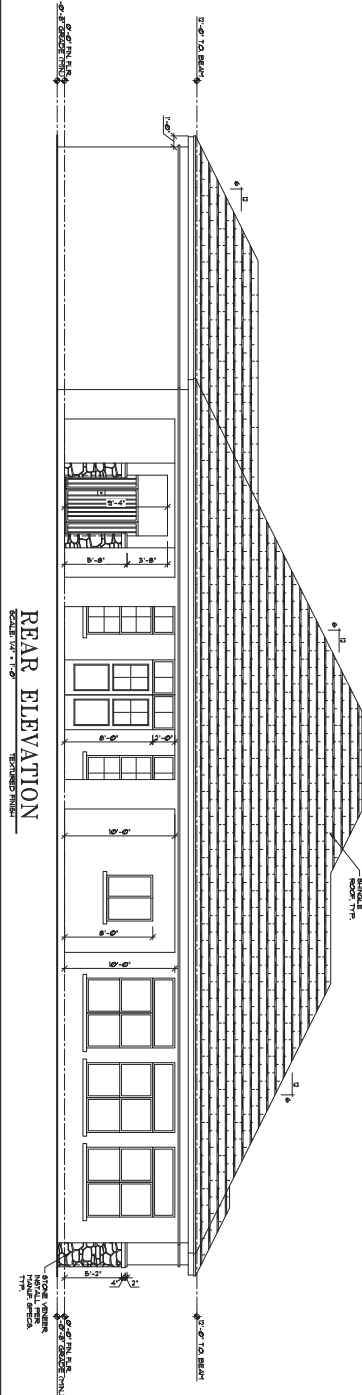
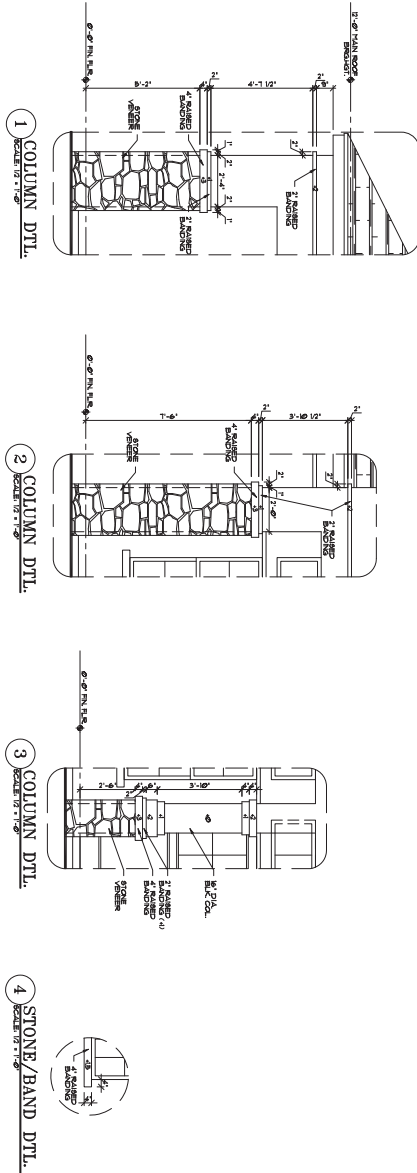
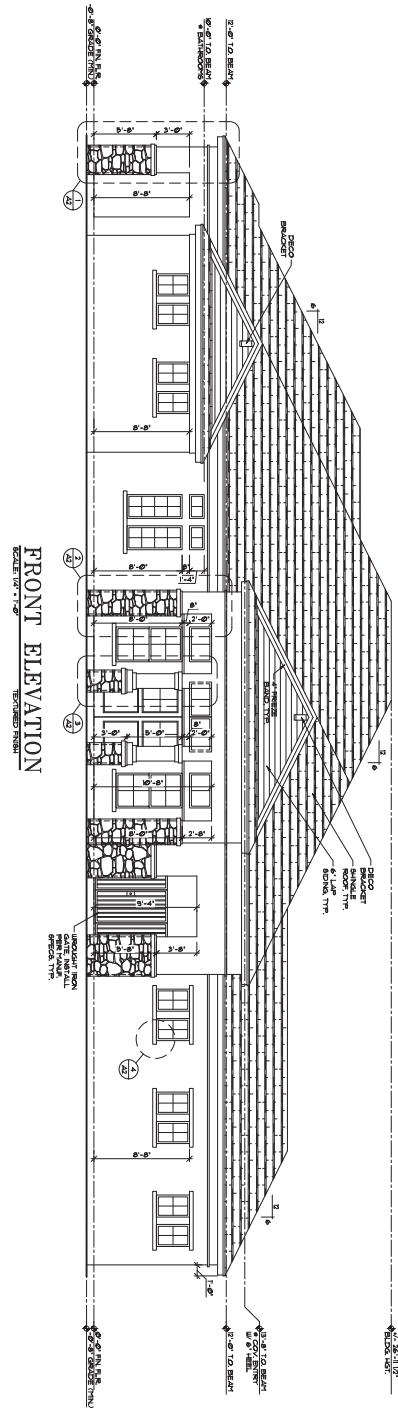
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MARK	MAT	FINISH	NOTES
01	ALUMINUM	FACTORY	ALUMINUM CLAD GLASS, FACTORY FINISH PREHANG
02	WOOD	FACTORY	VENGE, 1 1/2" THICK, 1 1/2" TENSION
03	WOOD	PAINTED	INTERIOR, SOLID CORE, PAINTED PREHANG
04	WOOD	PAINTED	EXTERIOR, SOLID CORE, SHIMMER GRAY, PAINTED PREHANG
05	WGLA	PAINTED	WOOD PAINTED PREHANG, VANGS, WOODGRAIN
06	FACTORY	FACTORY	SCENIC DOOR
07	METAL	FACTORY	METAL, GRAY

NOTE:
1. SECURITY SYSTEM TO
BE PROVIDED BY GC.
2. FIRE SPRINKLER RISER
BY OTHERS

1044-N, RONALD REID BLVD, UNIT 10 LONGWOOD, FL 32750 TEL: 407/774-4478 FAX: 407/774-4479 WWW: WWW.DRHORTON.COM A/E # 00003235		PROJECT OFFICE: GND	FLOOR PLAN 140 MPH EXP. C	DATE: 11/30/16 SCALE: AS NOTED SHEET: A1	REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">#</th> <th style="width: 95%;">DATE</th> </tr> </thead> <tbody> <tr><td>1</td><td></td></tr> <tr><td>2</td><td></td></tr> <tr><td>3</td><td></td></tr> <tr><td>4</td><td></td></tr> <tr><td>5</td><td></td></tr> <tr><td>6</td><td></td></tr> <tr><td>7</td><td></td></tr> <tr><td>8</td><td></td></tr> <tr><td>9</td><td></td></tr> </tbody> </table>	#	DATE	1		2		3		4		5		6		7		8		9	
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EXHIBIT "B"

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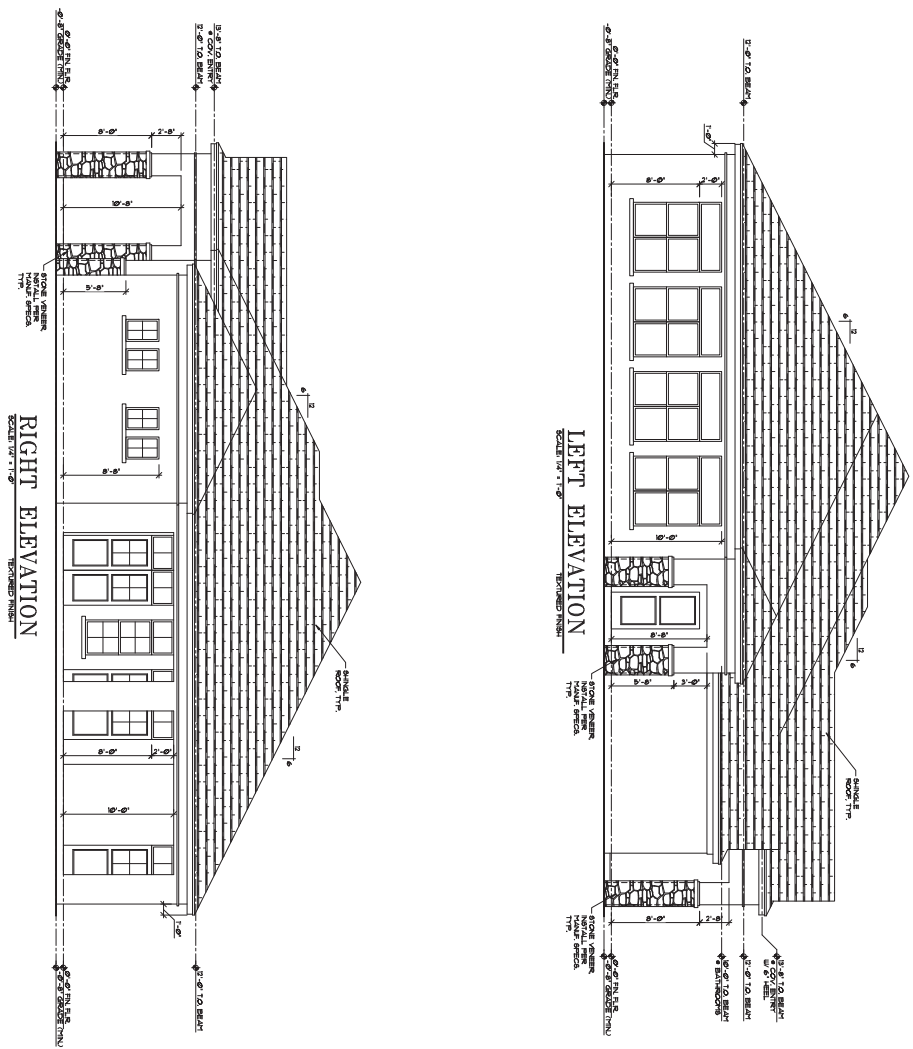
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1441 G. RONALD REAGAN BLVD.
 SUITE 200
 PH: 407-771-4478
 FAX: 407-771-4479
 WWW.JOHNREIDGROUP.COM
 AIA # 00053535



ENGINEERING





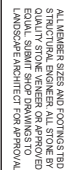
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1441 N. RONALD REAGAN BLVD
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ENGINEERING



01 SIGNAGE ELEVATION AND SECTION



HARDSCAPE SUBMITTALS REQUIRED

A. LABORATORY TEST REPORTS FOR CONCRETE YIELD, COMPRESSION AND CURD.

- B. AGENCY INSPECTION REPORTS
- C. SHIPPING AND DELIVERY RECEIPTS FOR ALL MATERIALS.
- D. DELIVERY TICKETS FOR EACH BATCH OF CONCRETE RECEIVED
- CONFIRMING COMPLIANCE WITH MIX DESIGN.

A. "AS-BUILT" RECORD DOCUMENTS OF INSTALLATION IDENTIFYING ANY DEVIATIONS FROM CONSTRUCTION PLANS. THESE PLANS ARE TO BE UPDATED BY THE CONTRACTOR AT LEAST TWENTY THROUGHOUT THE CONSTRUCTION PERIOD FOR INFORMAL PROGRESS REVIEW BY THE OWNER.

C. RELEASE OF LIEN FORM FROM THE HARDSCAPE CONTRACTOR AS WELL AS SIMILAR FORMS FROM ALL SUPPLIERS, VENDORS, AND/OR SUBCONTRACTORS THEY UTILIZED ON THIS PROJECT.

*** NOTE: FINAL PAYMENT WILL NOT BE AUTHORIZED PRIOR TO RECEIPT OF THIS DOCUMENTATION***

IN THE EVENT THAT THE HAROSCAPE CONTRACTOR PROCEEDS WITH PURCHASING, DELIVERIES OR INSTALLATION OF MATERIALS WITHOUT THE APPROVAL OF THE OWNER, THEY WILL BE DOING SO AT THEIR OWN RISK. THE CONTRACTOR WILL BEAR THE SOLE RESPONSIBILITY FOR COSTS ASSOCIATED WITH CORRECTIONS THAT NEED TO BE MADE UP TO AND INCLUDING REMOVAL AND REPLACEMENT. CONTRACTOR WILL ALSO BE RESPONSIBLE FOR ANY IMPACTS CAUSED ON OVERALL CONSTRUCTION SCHEDULE (IF ANY) CAUSED BY NETWORK.

GRADING NOTES

THE HANDS-ON CONTROLS FOR SKILL USE, THE COORDINATE GEOMETRY AND DIMENSIONS INDICATED ON THE SITE LAYOUT PLANS TO STACK ALL SITE ELEMENTS, FINAL LIMITS OF SITE ELEMENTS MAY BE ADJUSTED IN THE FIELD AT THE DISCRETION OF THE OWNER OR LANDSCAPE ARCHITECT.

GRADING OF ALL SURFACES OF THE PROJECT SHALL POSITIVELY DRAIN AWAY FROM ALL WALLS. THE HARDSCAPE CONTRACTOR MUST ENSURE THAT THEIR WORK DOES NOT ADVERSELY IMPACT ESTABLISHED OR PROJECTED DRAINAGE PATTERNS.

THE HAARDSCAPE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING, WITH GENERAL CONTRACTOR THAT ALL PROPOSED UNDERGROUND WORK INCLUDING UTILITIES, CONDUIT, STEVES, DRAINAGE PIPES, ETC., HAVE BEEN INSTALLED PRIOR TO PREPARING ASES. FOR HAARDSCAPE CONTRACTOR SHALL COORDINATE AND WORK CLOSELY WITH OTHER CONTRACTORS, TRADES TO AVOID DAMAGE TO THESE UNDERGROUND AND AT GRADE ELEMENTS, ANY DAMAGES SHALL BE REPORTED IMMEDIATELY TO THE OWNER'S REPRESENTATIVE.

- A. MATCH GRADES AT INTERFACES WITH ADJACENT PAVING TYPES OR BUILDING ENTRANCES.
- B. VERIFY THAT THE CONDITION BETWEEN SURFACES IS FLUSH AND DOES NOT CREATE A TRIPPING HAZARD.
- C. VERIFY THAT SURFACE DRAINAGE IS DIRECTED AWAY FROM ALL BUILDING ENTRANCES AND STRUCTURES.

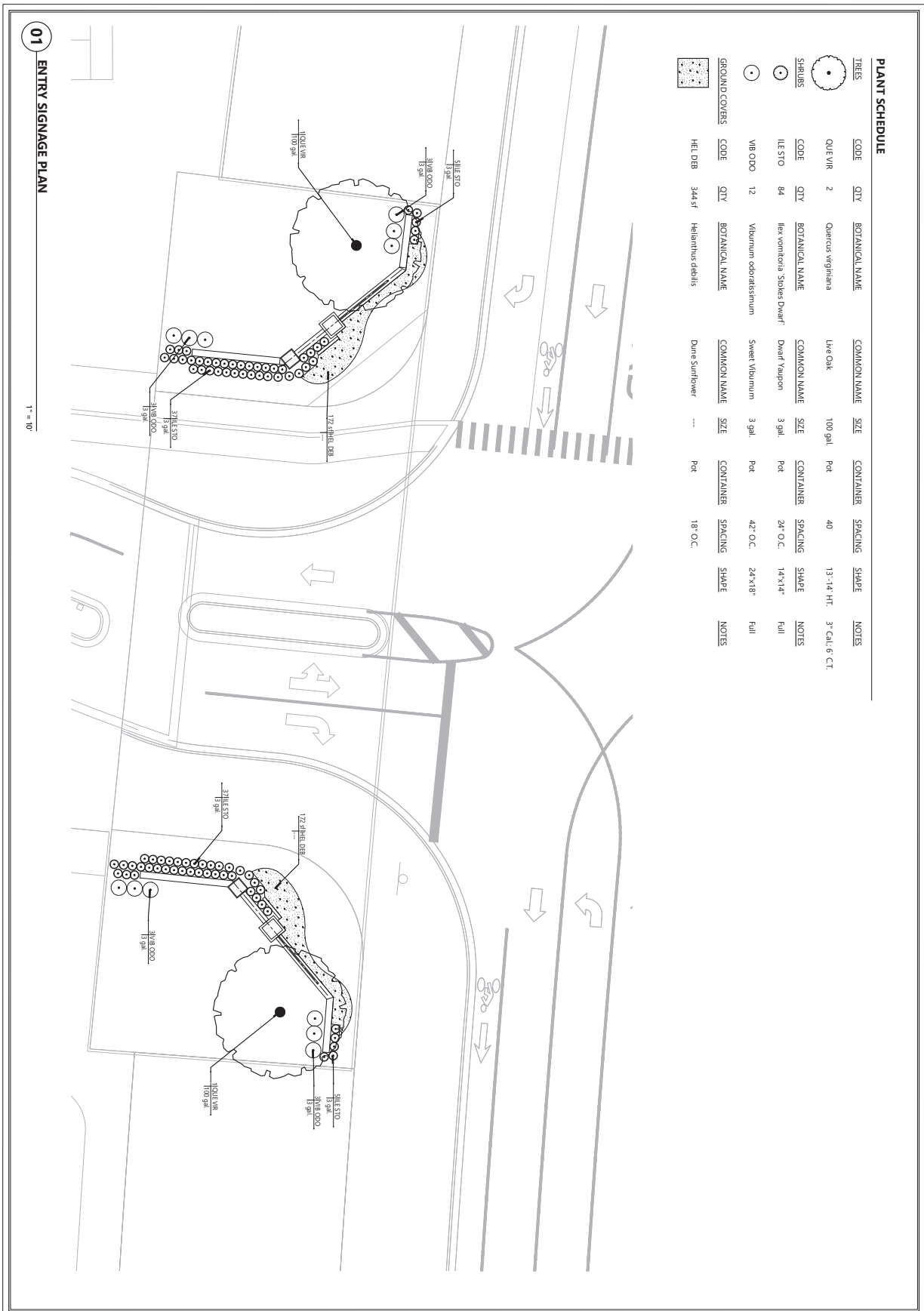
1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GENERAL REQUIREMENTS AND CONDITIONS AS WELL AS THE SPECIFIC CRITERIA OUTLINED HEREIN AND ON THE LANDSCAPE DRAWINGS.
2. THE SCOPE OF WORK FOR THE LANDSCAPE CONTRACTOR FOR THIS PROJECT SHALL INCLUDE THE PROVISION OF ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE ALL TASKS ASSIGNED IN DRAWINGS OR NOTED HEREIN. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE GENERAL CONTRACTOR REASONABLE ACCESS TO POWER AND POTABLE WATER SOURCES AS REQUIRED.
3. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING MATERIALS IS PROVIDED IN COMPLIANCE WITH APPLICABLE JURISDICTIONAL CODES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS ASSOCIATED WITH THE WORK.
4. THE LANDSCAPE CONTRACTOR SHALL ASSIGN A QUALIFIED PROJECT MANAGER AND FIELD SUPERVISOR TO WORK DIRECTLY WITH THE THRULOC HILL OWNER ARCHITECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT PROJECT MANAGER HAS A COMPLETE CURRENT SET OF DOCUMENTS ON-SITE AT ALL TIMES.
5. THE LANDSCAPE CONTRACTOR FOR THIS PROJECT MUST BE ABLE TO DOCUMENT A MINIMUM OF (5) YEARS OF COMPARABLE PROJECTS OF SIMILAR SCALE, INTENSITY AND QUALITY IN FLORIDA.
6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE OWNER AND LANDSCAPE ARCHITECT IN WRITING OF ANY CONCERNS PRIOR TO COMMENCEMENT OF WORK. THIS DOCUMENT SHOULD INCLUDE BUT IS NOT LIMITED TO VERIFICATION OF THE EXISTING UTILITIES, THE LOCATION OF EXISTING UTILITIES AND SOIL CONDITIONS.
7. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT WORK, MATERIALS AND EQUIPMENT FROM DAMAGE DUE TO THEIR ACTIVITIES. THE LANDSCAPE CONTRACTOR WILL BE SEVERELY RESPONSIBLE FOR ANY DAMAGE OR LOSS TO ADJACENT WORK, MATERIALS AND EQUIPMENT AS A RESULT OF THEIR DEVIATION OF THEIR WORK.
8. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING WORK ACTIVITIES WITHIN THE LIMITS OF WORK AND PERFORMING WORK ACTIVITIES IN A MANNER AS PRESCRIBED BY THE GENERAL CONTRACTOR.
9. THE LANDSCAPE CONTRACTOR SHALL COORDINATE ANY EXCAVATION IN THE VICINITY OF THE EXISTING OR NEWLY INSTALLED UTILITIES WITH THE GENERAL CONTRACTOR TO AVOID ANY DISRUPTION TO UTILITY. COMPANIES A MINIMUM OF 48 HOURS PRIOR TO DIGGING FOR FIELD VERIFICATION OF ALL UNDERGROUND UTILITIES AND OTHER ELEMENTS.
10. THE LANDSCAPE CONTRACTOR MUST HAVE PRECAUTIONS TO PROTECT DAMAGE THIS APPLIES NOT ONLY TO THE AREA WITHIN THE LIMITS OF WORK BUT ALSO AROUND ANY LOCAL ACCESS ROADS OR ROADWAYS INTERNAL TO THE RESORT.
11. THE LANDSCAPE CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY MEASURES DURING CONSTRUCTION OPERATIONS TO PROTECT THE LOCAL PRACTICES.
12. THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH GENERAL SEDIMENTATION CONTROL MEASURES BUT FENCE, CHANGE EDE FENCE AND/OR OTHER MEASURES ARE INSTALLED PRIOR TO BEGINNING EXCAVATION.
13. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL LANDSCAPE ITEMS INSTALLED UNTIL FINAL ACCEPTANCE BY THE OWNER.
14. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE LOCATION OF ALL PROTECTS FOR SUBSTITUTION DUE TO THE LOCATION OF PROJECT WARE. ALL PROTECTS FOR SUBSTITUTION DUE TO THE LOCATION OF PROJECT WARE SHALL BE MADE TO THE OWNER AND LANDSCAPE ARCHITECT IN WRITING WITHIN THIS PERIOD. NO SUBSTITUTIONS WILL BE ACCEPTED WITHOUT WRITING FROM THE OWNER AND LANDSCAPE ARCHITECT. THE CONTRACTOR IS RESPONSIBLE FOR ELABORATING ALL MEANS POSSIBLE TO OBTAIN THE MATERIALS AS SPECIFIED PRIOR TO REORDERING SUBSTITUTION. IN ORDER TO BE ABLE TO OBTAIN THE MATERIALS AS SPECIFIED, THE CONTRACTOR SHALL SHARE THE SAME GENERAL APPEARANCE, FORM, SIZE, TEXTURE, COLOR AND QUALITY. MATERIALS MUST BE OBTAINED AT NO ADDITIONAL COSTS TO THE OWNER.
15. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE QUANTITIES OF EACH MATERIAL FROM THE DRAWINGS. IN ADDITION THE ENVIRONMENT ON THE JOB SITE THAT MAY IMPACT THEIR SCOPE. IN BOTH INSTANCES THE CONTRACTOR IS TO NOTIFY THE OWNER IMMEDIATELY OF ANY DISCREPANCIES AND/OR CONCERNS.
16. THE OWNER AND LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REVIEW AND APPROVE ALL LANDSCAPE MATERIALS THROUGH THE DRAWINGS AND MOCK-UPS.
17. THE LANDSCAPE CONTRACTOR SHALL COORDINATE AND VERIFY ALL VERTICAL AND HORIZONTAL ELEVATIONS FOR THE PROJECT AREAS WITH THE OWNER AND CARRY ANY DISCREPANCIES PRIOR TO BEGINNING CONSTRUCTION.

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ORMOND BEACH, FLORIDA

FORESTAR REAL ESTATE GROUP





STAFF REPORT

City of Ormond Beach

Department of Planning

MEETING DATE: November 10, 2022

SUBJECT: Archer's Mill, Phase 3A - Plantation Oaks of Ormond

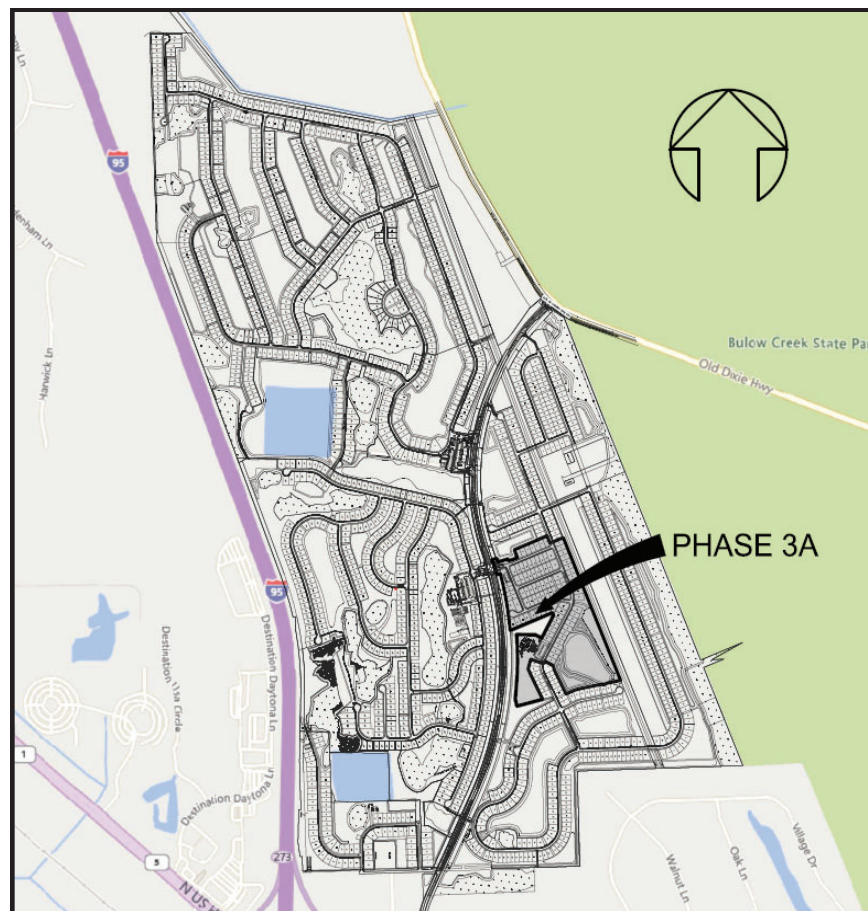
APPLICANT: Parker Mynchenberg, P.E., Manager of Plantation Oaks of Ormond Beach I, LLC

NUMBER: 2022-091

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request from Parker Mynchenberg, P.E., Manager of Plantation Oaks of Ormond Beach I, LLC for a preliminary plat for Archer's Mill, Phase 3A- Plantation Oaks of Ormond Beach consisting of 94 single-family lots on 42.38 acres. The preliminary plat is a technical review to allow the subdivision of land consistent with the Planned Residential Development that is reviewed by the Planning Board and acted upon by the City Commission as a Resolution. The subdivision location is shown in Exhibit 1 below:

EXHIBIT 1:
Location Map



BACKGROUND: The Plantation Oaks subdivision is part of the National Gardens Development of Regional Impact (DRI) approved by Volusia County with Resolution 86-192 that authorized 3,930 residential units on 2,009 acres. The Development of Regional Impact was amended by Volusia County with Resolutions 1998-108, 2000-72, and 2001-229. Resolution 2001-229 reduced the density cap of the Development of Regional Impact to 2,115 units and reduced the Plantation Oaks Boulevard right-of-way to 100'.

The Volusia County approvals for the Plantation Oaks subdivision is as follows:

EXHIBT 2: Volusia County approvals for the Plantation Oaks subdivision

Action/Approval date	Description
November 21, 2002 Volusia County Council Resolution 2002-199 Book 4988, Pages 140-211	Zoning approval for 1,577 residential units. Key components include: • 1,033.75 acres in subdivision. • Units were to be site built, single-family, standard dwellings on fee simple lots. • Adult community with a minimum of 80% of the residents 55 years or older. • Project agreed to pay school impact fee for all dwellings. • Established development standards. • Provided 217 acres for a golf course. • Required a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. • Internal roadways shall be private.
August 9, 2006 Volusia County Minor amendment Book 6281, Page 3136-3161	Utility Service Agreement for Plantation Oaks of Ormond Beach and the County of Volusia.
July 18, 2007 Volusia County Minor amendment Book 6100, Pages 2016-2020	Minor amendment to 2002 RPUD to increase the required buffer on Old Dixie Highway to 175 feet.
August 12, 2008 Volusia County Minor amendment Book 6268, Page 3768	Minor amendment to update the project construction phasing and schedule.
September 23, 2009 Volusia County Minor amendment Book 6407, Page 456-477	Minor amendment to 2002 RPUD to locate the regional wastewater treatment facility in the northwest corner of the planned development and relocate twelve (12) single-family lots from unit 1A to Unit 2.

Action/Approval date	Description
January 19, 2012 Volusia County Council Resolution 2001-229 Book 6674, Pages 2025-2069	First major amendment to 2002 RPUD to: - Delete the requirement for standard dwelling units and allowed mobile homes. - Required hardened central clubhouse for the development of manufactured homes.
December 4, 2015 Volusia County Minor amendment Resolution 2012-24 Book 7201 Pages 1720-1753	Minor amendment to 2012 RPUD to include: - Include the option of constructing Lakes and Open Space in-lieu of a Golf Course. - Revision date for the new RPUD preliminary plan. - Revises the project phasing schedule. - Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.
July 15, 2016 Volusia County Minor amendment Book 7285 Pages 4169-4175	Minor amendment to 2012 RPUD to include: - Provide alternate school site and pre pay school impact fees for entire development. - Release Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site. - Donate a 23.14 <u>14.35-acre</u> school site as indicated on the preliminary plan adjacent to Westside Elementary in the City of Daytona Beach to the Volusia County School Board, <u>and prepay the remaining school impact fee for the entire age restricted development prior to December 30, 2016 satisfying school impact fee payment for the entire 1,577 age restricted site.</u>
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250	Minor amendments as follows: RES #2002-199 Amendments - Amend Exhibit A "Legal Description". - Amend exhibit B "typical 65x110 lot irrigation plan" RES#2012-24 Amendment. - Exhibit C "Signage" <u>adjacent to Plantation Oaks Boulevard, north of intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, two (2) 9-foot tall brick columns with two (2) signs (1 per column), at the sales center and maintenance yard and will be monument signs, or 9-foot column, with a maximum copy area of 12 square feet.</u>

Action/Approval date	Description
January 10, 2019 Volusia County Minor amendment Book 7644 Pages 2820-2831	Amendments to RES#2002-199 100-foot right-of-way Median Roadway Section Typical Landscape Plan is eliminated and the addition of four specific median landscape plans for Plantation Oaks Boulevard is shown in "Exhibit C" Median Landscape As-Built Plan. Amendments to RES#2002-199 and RES#2012-24 - Development Standards - Lots adjacent to Lake #32 may provide the 15ft landscape perimeter buffer plantings prior to the issuance of a Certificate of Occupancy for single-family dwellings. - Open Space <u>Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70 and #71, as delineated on Exhibit B, preliminary plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway.</u>
January 14, 2019 Volusia County Plat Plat Book 59, Pages 138-154	Plantation Oaks of Ormond Beach – Unit 1 plat – includes roadways and landscape buffers abutting Plantation Oaks Boulevard.

This table summarizes the City of Ormond Beach approvals for the overall Plantation Oaks subdivision:

EXHIBT 3: Ormond Beach approvals for the Plantation Oaks subdivision

Action/Approval date	Description
August 18, 2015 Resolution 2015-168 Book 297155, Pages 4437-4462 Annexation Agreement	Annexation agreement was approved to serve utilities to Plantation Oaks. Annexation was required as a condition of providing utility services. The property was not contiguous and could not be annexed in 2015.

Action/Approval date	Description
October 1, 2019 Ordinance 2019-30 Book 7760 Page 3724 Annexation	Annexation of 1,055.36± acres that is the Plantation Oaks subdivision. The annexation contains a condition that the number of units allowed to be constructed until additional utility improvements are made is 427 units.
January 21, 2020 Ordinance 2019-43 Future Land Use Map	Amended the Future Land Use Map designations for the Plantation Oaks subdivision and the 11 enclaves within the First Amended Interlocal Service Boundary Agreement Area.
May 26, 2020 Ordinance 2020-016 Annexation	There are three parcels totaling 0.44± that were not included in the original annexation legal description that are owned by Plantation Oaks that were annexed on May 26, 2020.
February 2, 2021 Ordinance 2021-02 & 03 Book 7985, Page 4080	Zoning map amendment and issuance of a development order incorporating Volusia County approvals. Also deleted the age-restriction that limits residents to 55 years of age and over within Phase 1. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed
June 7, 2022 Ordinance 2022-16 Book 8268, Page 2898	First Amendment. 1. Converted golf course in Phase 1 to add 40 lots; total 709 lots. 2. Convert golf course in Phase 3 to add 43 lots; total 524. 3. Lift age restriction in all phases except Phase 2; 4. Prohibit manufactured homes except phase 2; and 5. Convert former school area, phase 4, to 80 lots.

ANALYSIS: The site is designated “Low Density Residential” (LDR) on the city’s Future Land Use Map and is zoned PRD (Planned Residential development) incorporating the Volusia County approvals. The following table shows the surrounding land uses and zoning:

Exhibit 4: Adjacent land uses and zoning:

Direction	Uses	Land Use designation	Zoning designation
North	Plantation Oaks	“Low Density Residential” (SLDR)	PRD (Planned Residential Development)
South	Plantation Oaks	“Low Density Residential” (SLDR)	PRD (Planned Residential Development)
East	Plantation Oaks	“Low Density Residential” (SLDR)	PRD (Planned Residential Development)
West	Plantation Oaks	“Low Density Residential” (SLDR)	PRD (Planned Residential Development)

The Plantation Oaks subdivision has developed as follows:

Exhibit 5: Plantation Oaks development

Phase	Unit	Type	Lots	Status
2	A	Manufactured Home	97	Occupied, units under construction
2	B	Manufactured Home	125	Infrastructure construction underway
2	C	Manufactured Home	121	Infrastructure construction underway
2	D	Manufactured Home	84	Infrastructure construction underway
1	A	Single Family	121	Infrastructure construction underway

Key aspects of the Archer’s Mill, Phase 3A subdivision include:

1. The subject property is a part of phase 3 of the Plantation Oaks subdivision and is required to be constructed as single-family lots.
2. The streets are required to be private streets.
3. Lots are generally 55’ and 65’ in width and 125’ in depth.

4. Plantation Oaks Boulevard has a 50-foot landscape area abutting the residential lots that was platted with Plantation Oaks, Phase 1.
5. Project includes a recreation area that includes a clubhouse of 5,230 square feet, pool, parking area, and dog walk. The pool and clubhouse are proposed to be constructed with Phase 3B.
6. The project includes an area for RV and boat parking.
7. The subdivision setbacks/standards are:
 - A. Front = 20 feet
 - B. Rear = 20 feet
 - C. Waterfront = 20 feet
 - D. Side = 7.5 feet
 - E. Side corner = 15 feet
 - F. Height = 35 feet
 - G. Maximum building coverage = 60%
 - H. Maximum lot coverage = 75%

Subdivision process:

The process for the subdivision of land involves a two (2) step process, as discussed below:

1. **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. Preliminary plats are reviewed by the Planning Board and reviewed/approved by the City Commission to ensure compliance with the approved development order for the Planned Residential Development. The review is a technical review to make the determination that the plat is consistent with the Planned Residential Development approval. 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 (LDC, Section 4-18(H)(1)). 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. (LDC, Section 4-18(H)(2)). 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's office. 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.

CONCLUSION:

There are certain criteria that must be evaluated before a preliminary plat can be approved. According to Article I of the Land Development Code, The Planning Board shall consider the following in making its recommendation:

- (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 Site Plan Review Committee has reviewed the proposed preliminary plat and it is consistent with the Land Development Code and the Planned Residential Development. After the project has completed the subdivision improvements, a final plat would be required with two (2) hearings before the City Commission. Any updates or changes that occur during construction would be included in the final plat. The Site Plan Review Committee concludes that 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.**

The property is designated "Low Density Residential" on the City's Future Land Use Map. The proposed preliminary plat is consistent with the land use designation and the City's Comprehensive Plan. The development is consistent with the following Comprehensive Plan polices:

Future land Use Element

OBJECTIVE 1.1.	Ensure the availability of adequate lands to meet the residential land use needs of the community.
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 1.1.6.	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.

Housing Element

OBJECTIVE 1.1.	The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low and moderate income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.
POLICY 1.2.1.	The general residential development pattern in the City should be in accord with the community's growth strategy for residential densities, as stipulated within the Future Land Use Element.
POLICY 1.2.2.	Large scale residential development shall be required to provide a wide range of services and facilities in accordance with their relative size of development, in order to meet the needs of their residents and eliminate or reduce direct or indirect cost in providing such facilities by the general public.

- (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 subdivision is part of a master planned subdivision and will not adversely impact environmentally sensitive lands or natural resources.

- (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 subdivision is the first sub-phase within Phase 3 of the Plantation Oaks development and will be platted as lots of record with individual ownership. The proposed use will not negatively impact any other 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.**

There is adequate capacity in the public infrastructure to serve this project. Plantation Oaks Boulevard was constructed by the applicant. There are adequate water and sewer services to the subdivision.

- (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 subdivision is part of a master planned subdivision and the traffic impact and design have been previously reviewed and found acceptable.

(7) The proposed development is functional in the use of space and aesthetically acceptable.

The project is functional with a tract for a neighborhood commercial development, recreational facilities, conservation area, and stormwater facilities.

(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 emergency 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 subdivision would be regulated by a Homeowner's Association to regulate the architectural features of the single-family homes.

(10) The testimony provided at public hearings.

This project has not been reviewed by any advisory Board, therefore no public testimony has been provided. Any comments at the Planning Board shall be provided to the City Commission.

RECOMMENDATION: It is recommended that the Planning Board **APPROVE** the preliminary plat for 94 single-family lots on 42.38 acres. The preliminary plat is consistent with the approved Planned Residential Development zoning which incorporates the previous Volusia County approvals.

Attachments:

Attachment 1: Location map

Attachment 2: Preliminary plat

Attachment 3: Subdivision construction plans

ATTACHMENT 1

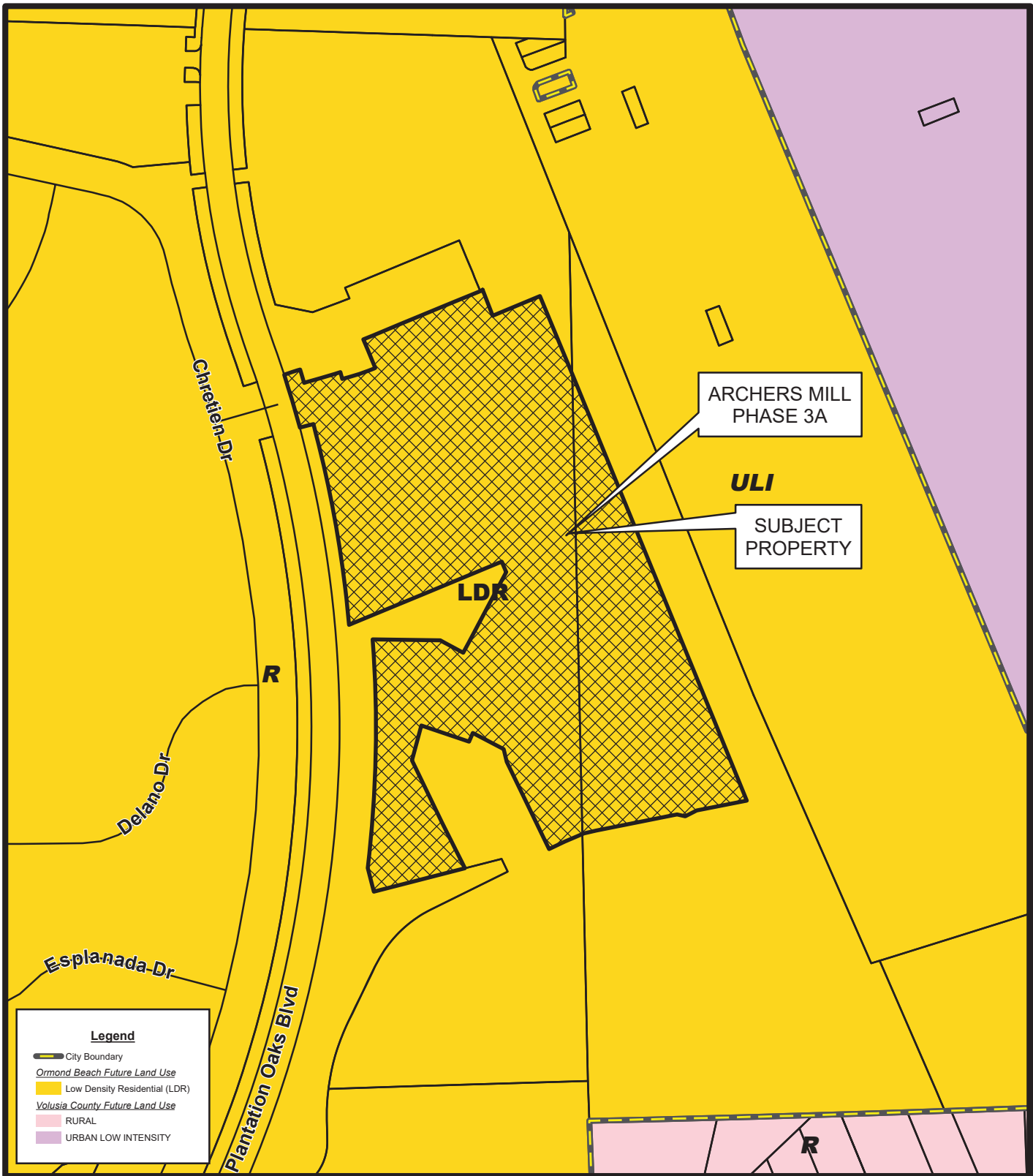
Location Maps



AERIAL MAP ARCHERS MILL - PHASE 3A

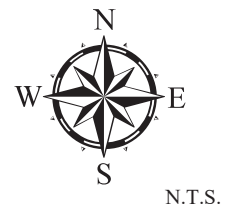
Prepared By: The City of Ormond Beach
G.I.S. Department - August 18, 2022

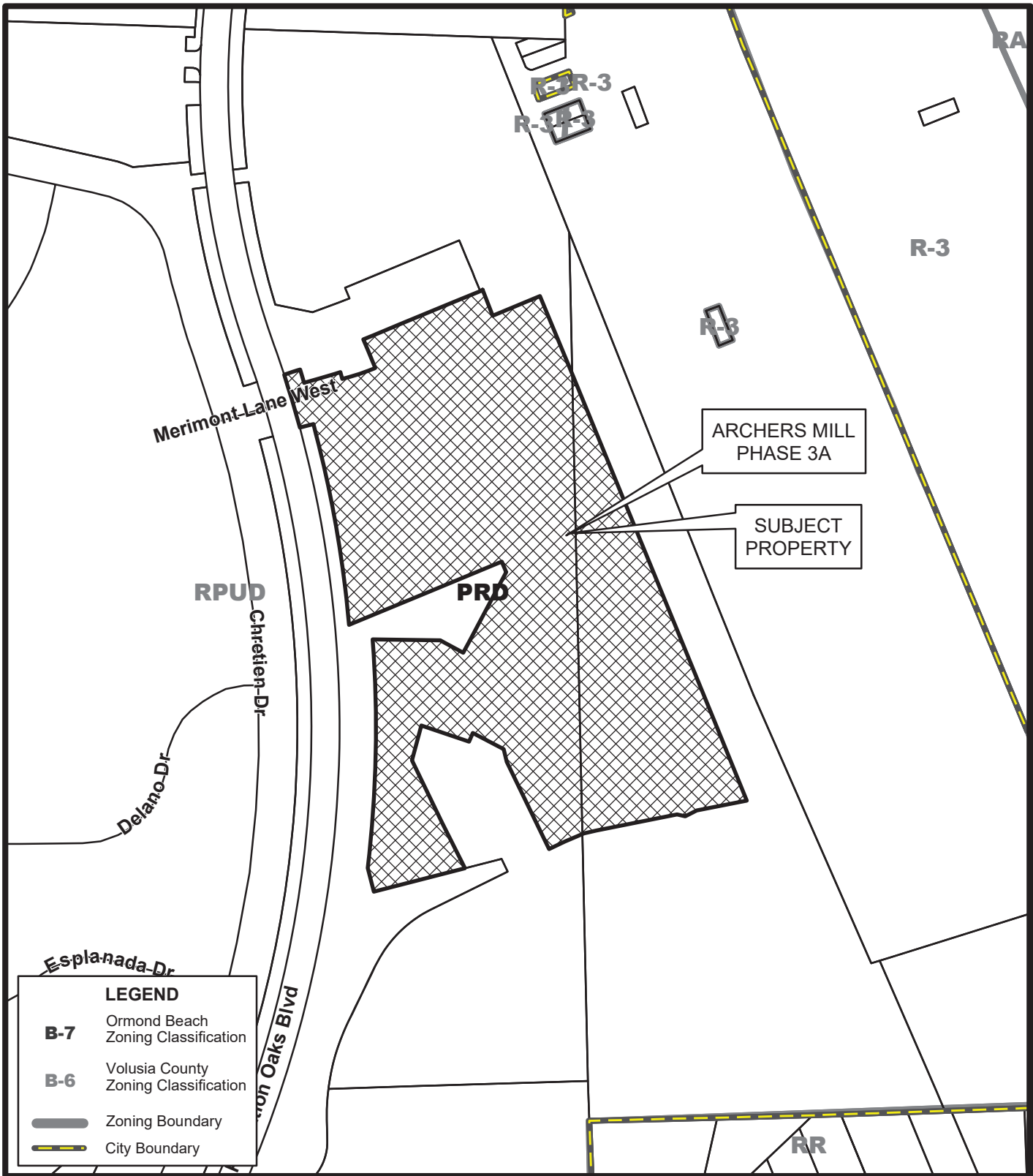




FUTURE LAND USE MAP ARCHERS MILL - PHASE 3A

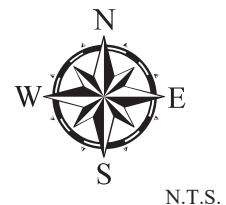
Prepared By: The City of Ormond Beach
G.I.S. Department - August 18, 2022





ZONING MAP ARCHERS MILL - PHASE 3A

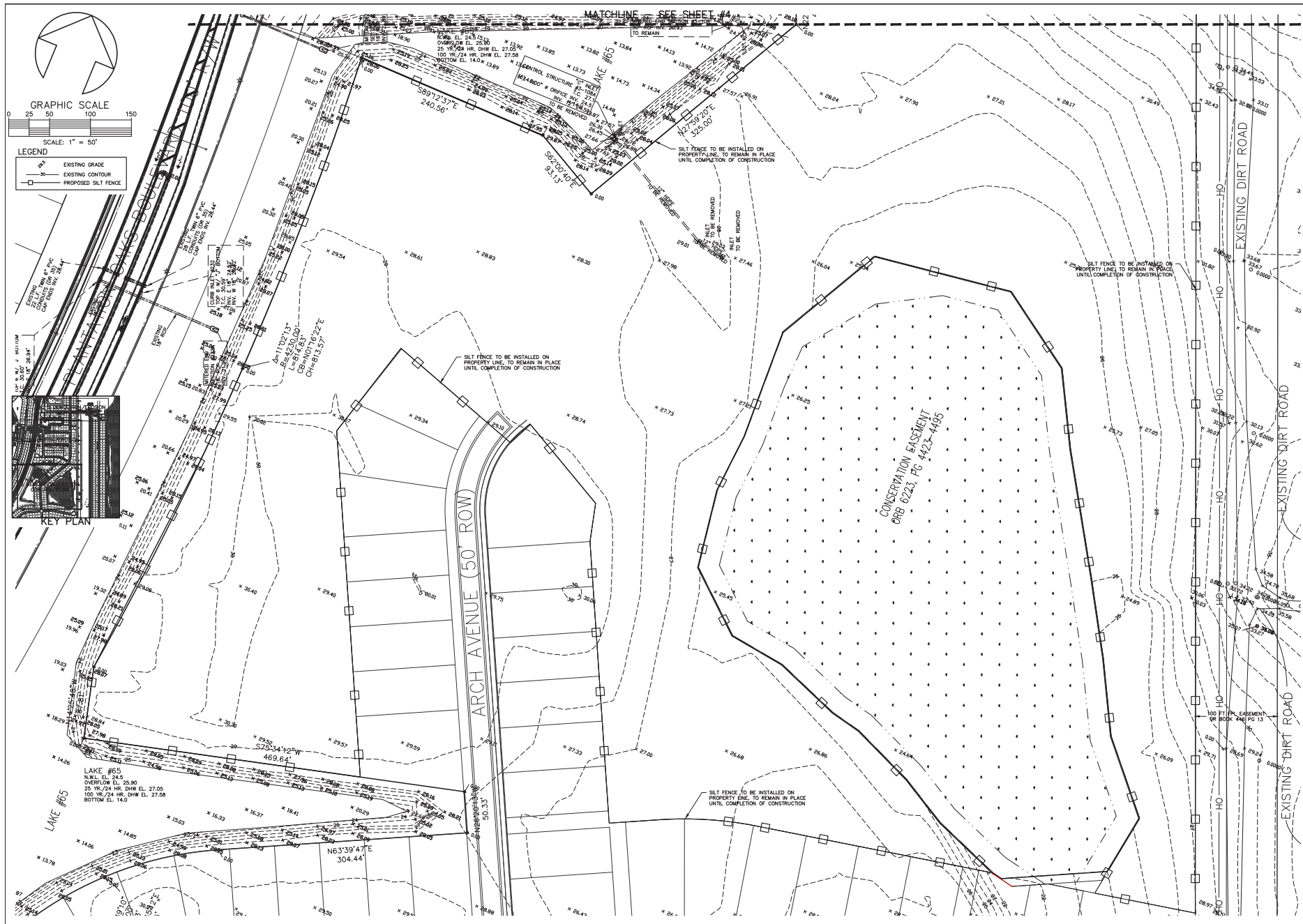
Prepared By: The City of Ormond Beach
G.I.S. Department - August 18, 2022



ATTACHMENT 2

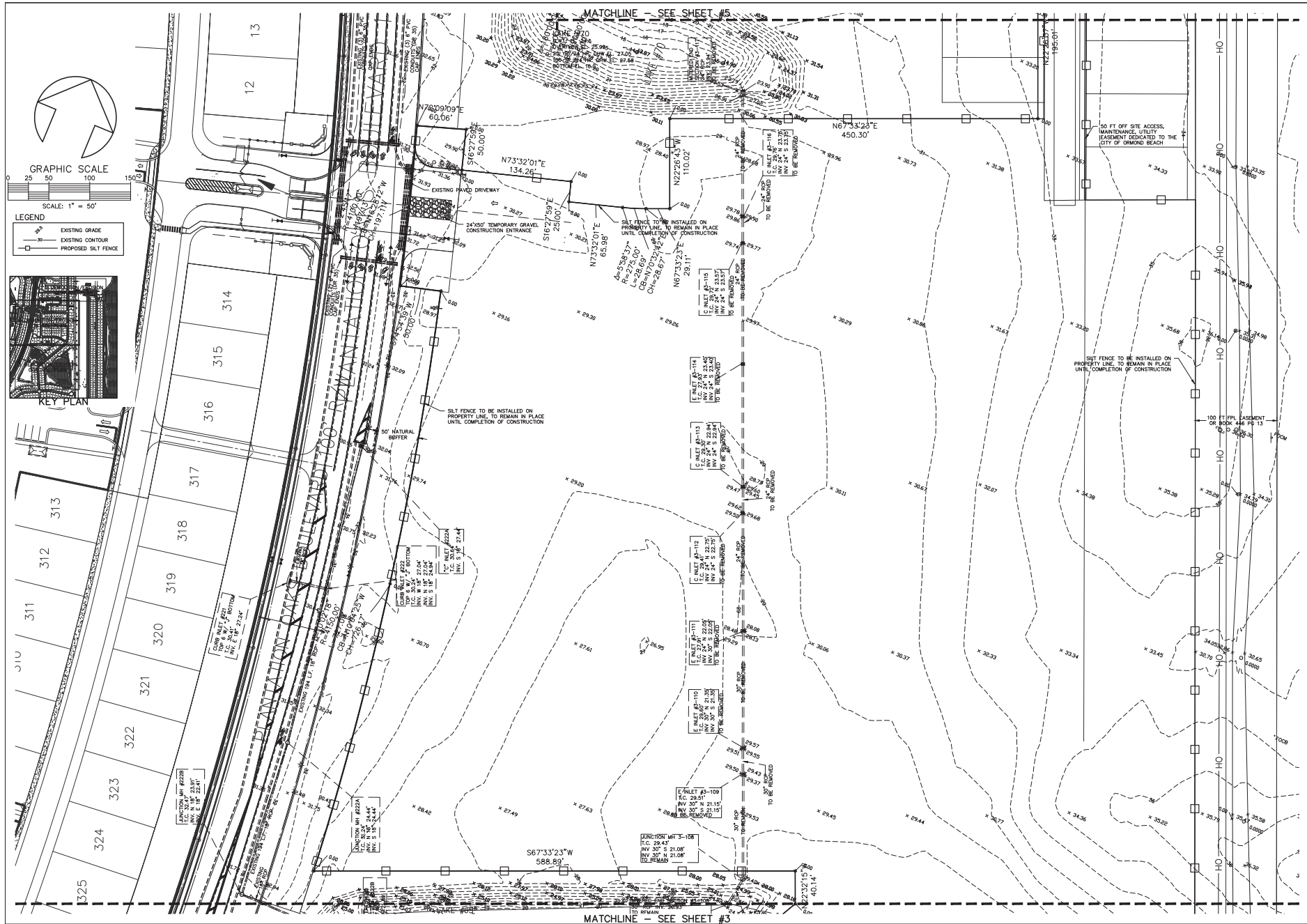
Construction plans

Page 1238 of 1279

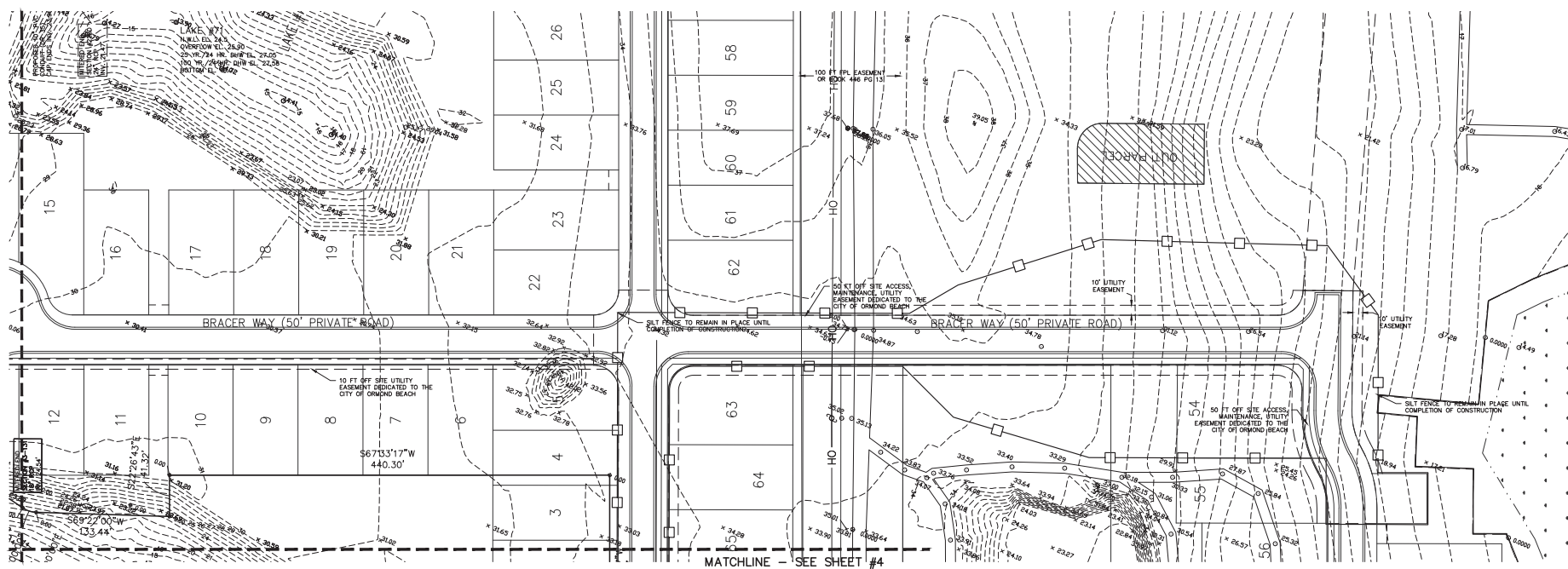
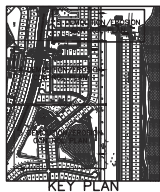
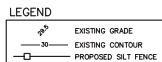


PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS - FLORIDA 1725 PONDWOOD AVENUE, HOLLYWOOD, FL 33117 (305) 677-4881 FAX (305) 677-2114 E-MAIL: info@parkermychenberg.com STATE LICENSE NO. 14480 CERTIFICATE OF AUTHORIZATION NUMBER 00003910		ARCHER'S MILL PHASE 3A ORMOND BEACH, FLORIDA DEMOLITION/EROSION CONTROL PLAN		SHEET NO. 3 File No. P00B-CS.dwg Drawn By: SLB Date: 6/20/2022 SCALE: 1" = 50'	REVISIONS NO. DATE DESCRIPTION BY 1 6/23/2022 2 6/23/2022 3 6/23/2022
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SEAL



ARCHER'S MILL PHASE 3A ORMOND BEACH, FLORIDA		PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS AND ARCHITECTS 1729 BROADWOOD AVENUE, SUITE 200, ORMOND BEACH, FLORIDA 32177 (407) 677-4881 FAX (407) 677-2114 E-MAIL: info@parkermyynchberg.com STEVE MYNCHENBERG, P.E., P.A. 00000001 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	
SHEET NO. 4 File No. POOB-CS.dwg Drawn By: SLB Date: 6/20/2022 SCALE: 1" = 50'		DEMOLITION/EROSION CONTROL PLAN	
SEAL		REVISIONS NO. DATE DESCRIPTION BY	



**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
TEL: (386) 677-2114 E-MAIL: info@parkermychenberg.com
(386) 677-6891 FAX: (386) 677-2114
PARKER MYNCHENBERG, INC. 100 K. R. LEE BLVD., SUITE 100
STEVE HERRLICH, P.E. (386) 677-4460/7101
KIM A. LEE, P.E. #7101
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

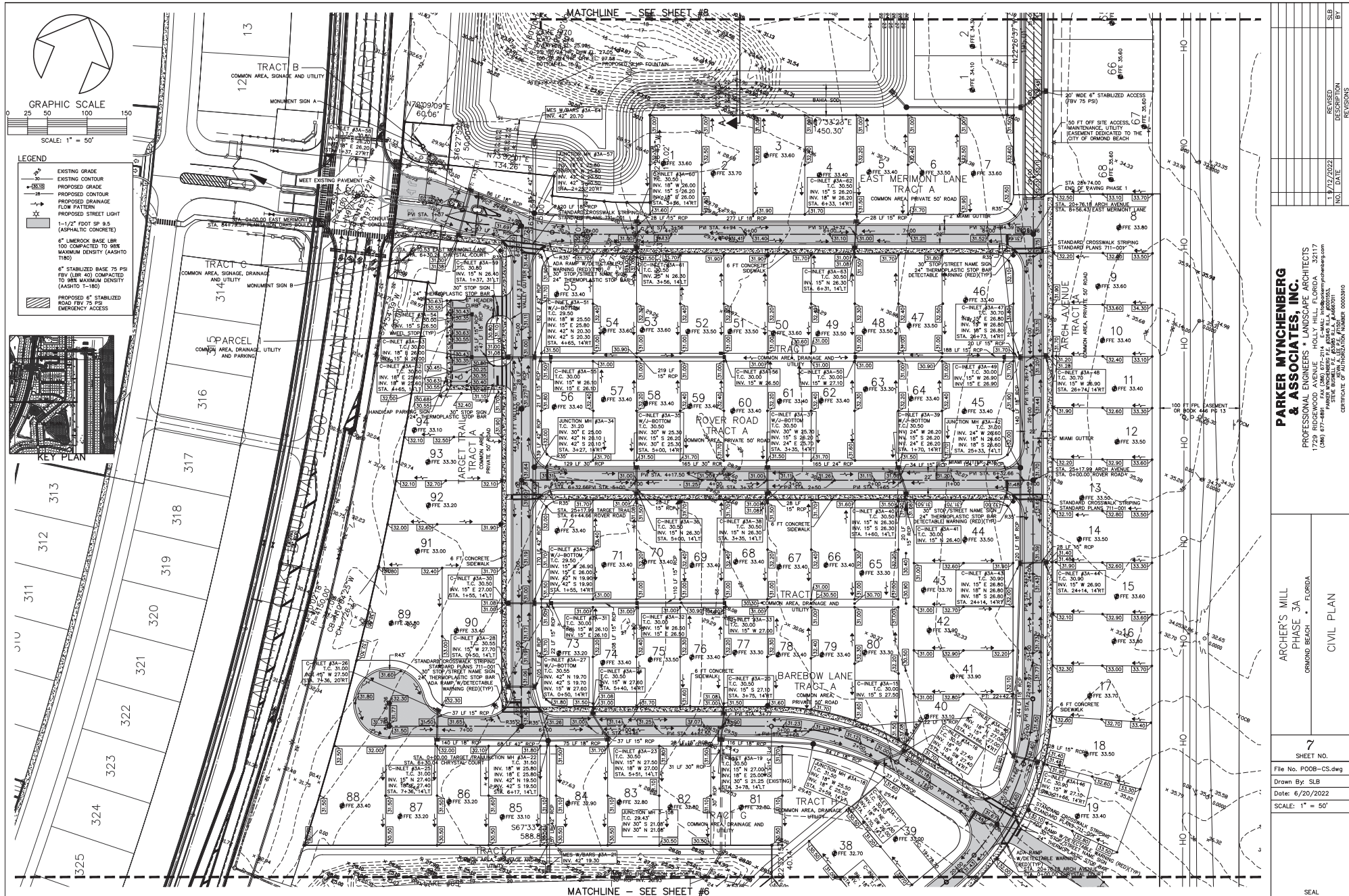
ARCHER'S MILL
PHASE 3A
ORMOND BEACH • FLORIDA

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SCALE: 1" = 50'

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NO.	DATE	REVISED DESCRIPTION	SLB BY



PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEER
1729 BROADWAY, SUITE 100
MIAMI, FL 33137
(305) 577-4881
WWW.PMARCHITECTS.COM

ARCHER'S MILL PHASE 3A
GRAND BEACH • FLORIDA

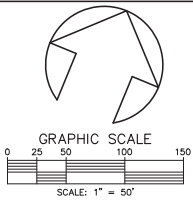
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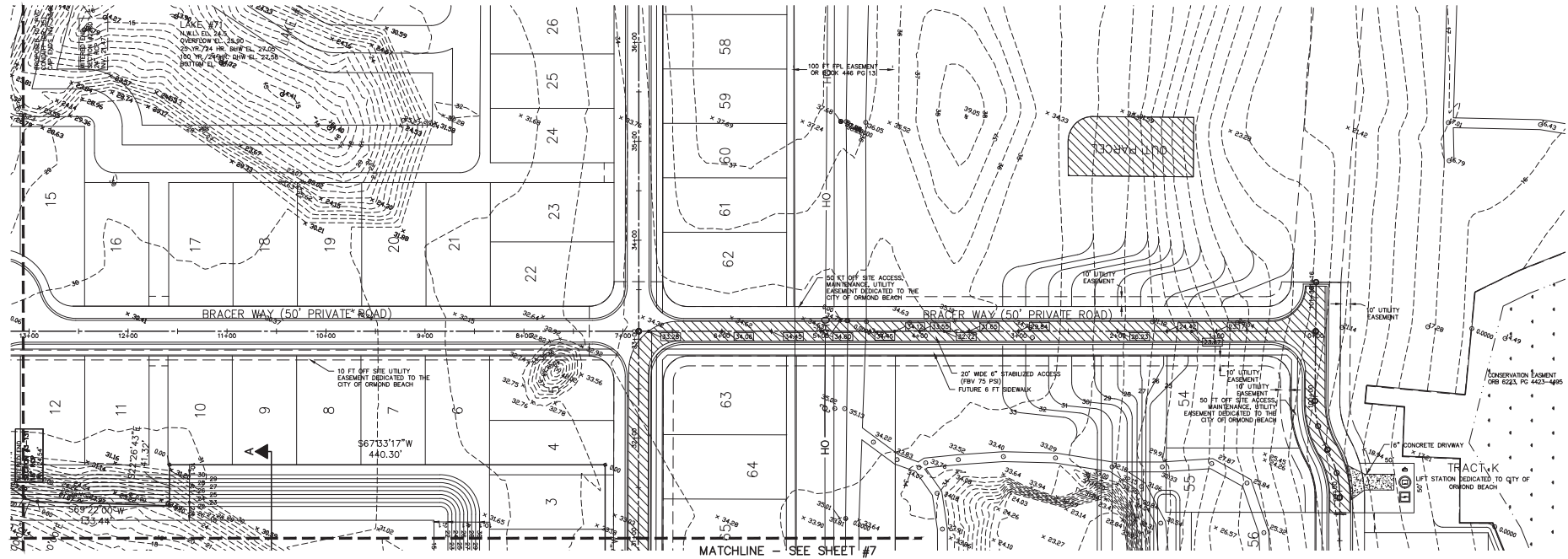
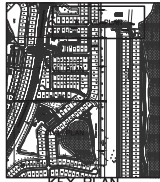
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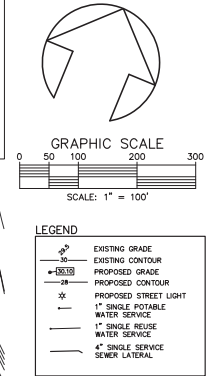
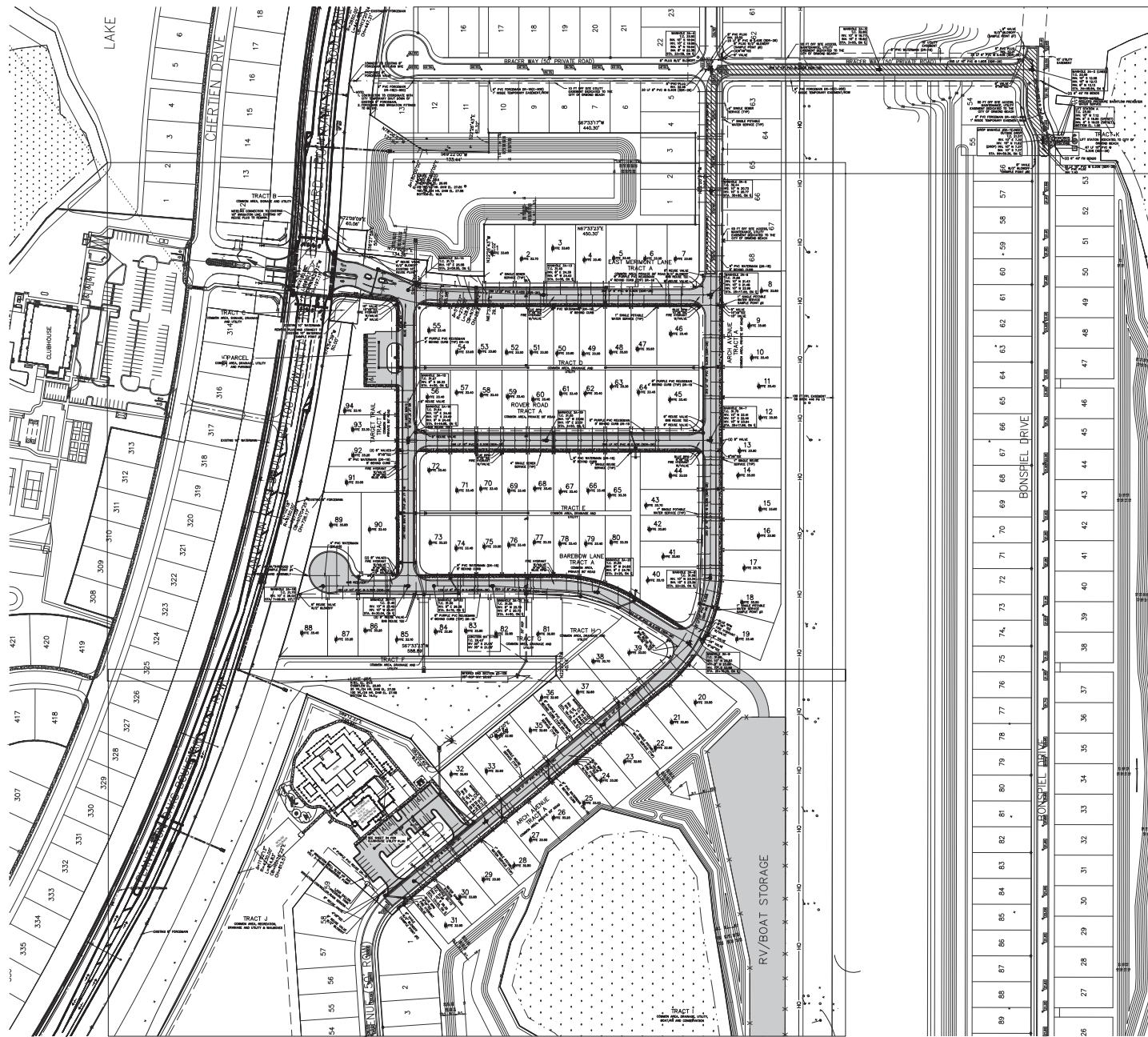
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DATE
11/17/2022
BY
SLB



- LEGEND**
- EXISTING GRADE
 - EXISTING CONTOUR
 - PROPOSED GRADE
 - PROPOSED CONTOUR
 - PROPOSED DRAINAGE FLOW PATTERN
 - PROPOSED STREET LIGHT
 - 1-1/2" FDOT SP 9.5 (ASPHALTIC CONCRETE)
 - 6" LIMBROOK BASE LHM 100 COMPACTED TO 98% MAXIMUM DENSITY (AASHTO T-180)
 - 6" STABILIZED BASE 75 PSI (BY LBR 40) COMPACTED TO 98% MAXIMUM DENSITY (AASHTO T-180)
 - PROPOSED 6" STABILIZED ROAD FBV 75 PSI EMERGENCY ACCESS



PARKER MYNCHENBERG & ASSOCIATES, INC. ENGINEERS, ARCHITECTS, PLANNERS 1729 RIDGEWOOD, FAY, (386) 677-2114, E-MAIL: pmy@parkermyynchenberg.com PARKER MYNCHENBERG & ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER 0000890	
ARCHER'S MILL PHASE 3A ORLANDO BEACH, FLORIDA	CIVIL PLAN
8 SHEET NO. File No. POOB-CS.dwg Drawn By: SLB Date: 6/20/2022 SCALE: 1" = 50'	
SEAL	



**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parksymchenberg.com
PARKS WYNENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSHNELL P.E. #36965 R.L.A. #A66701
KEVIN A. LIT P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 000033910

ARCHER'S MILL
PHASE 3A
ORMOND BEACH • FLORIDA

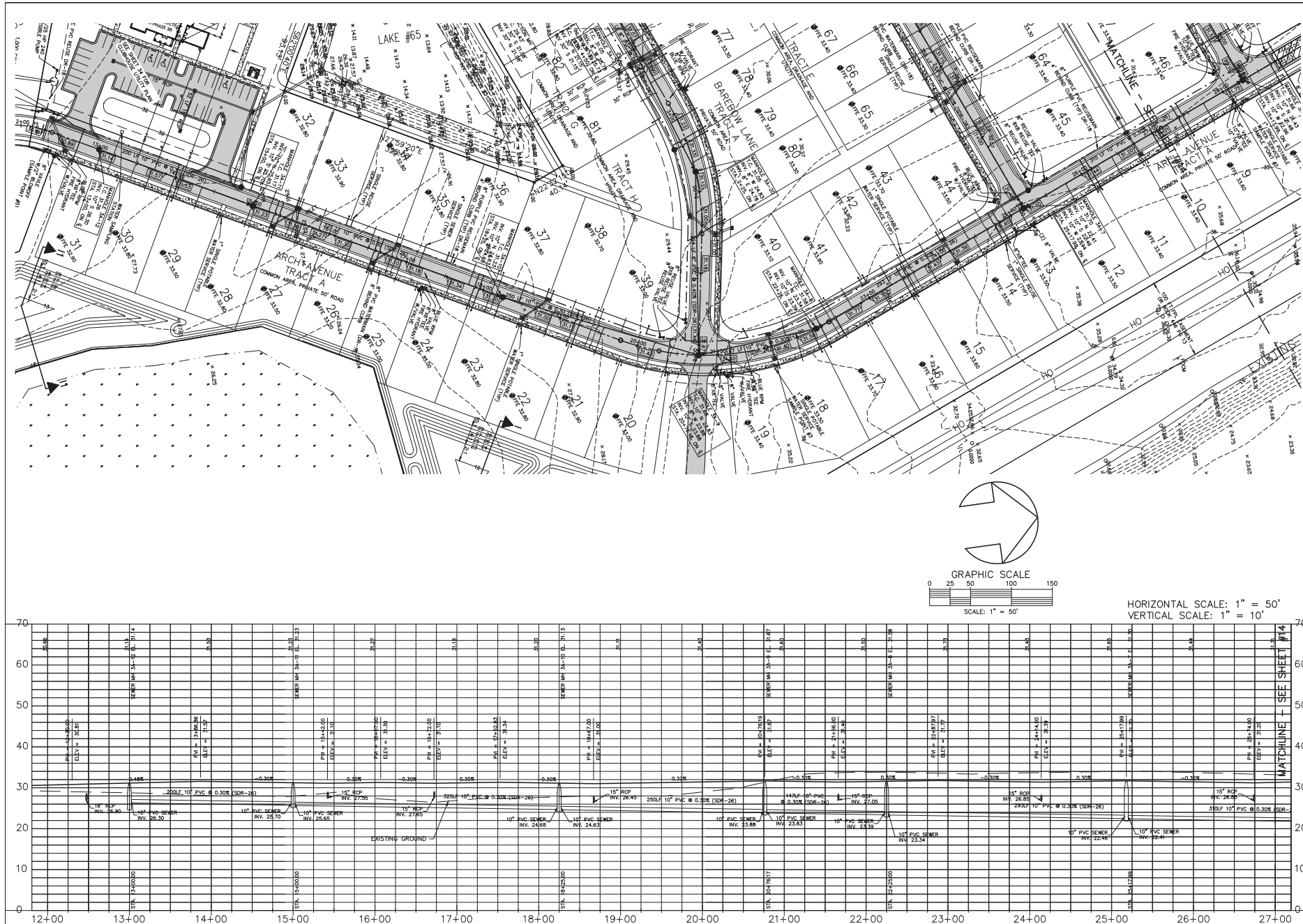
OVERALL UTILITY PLAN

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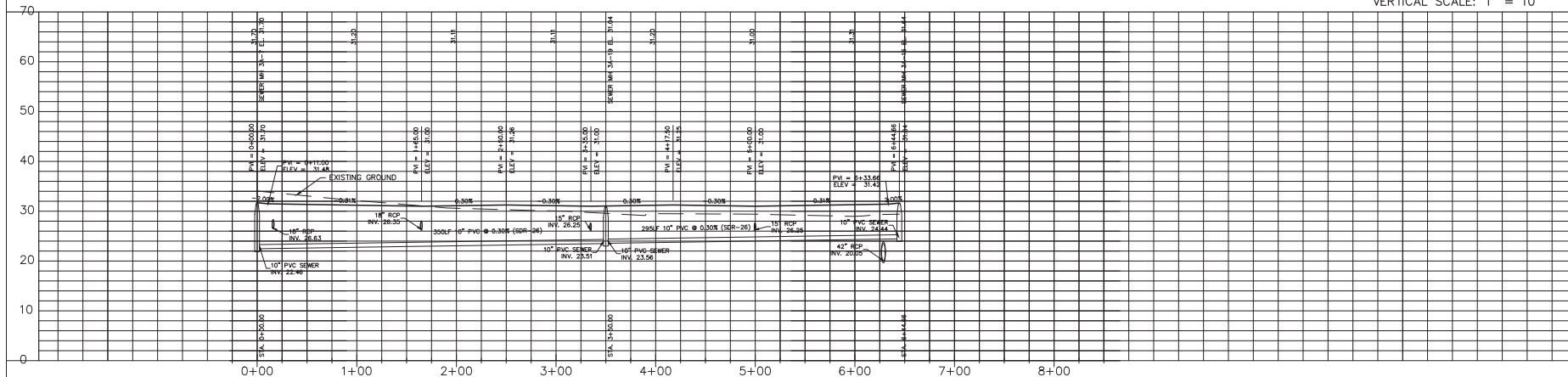
NO.	DATE	REVISION	BY
REVISIONS			



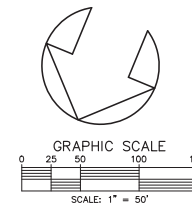
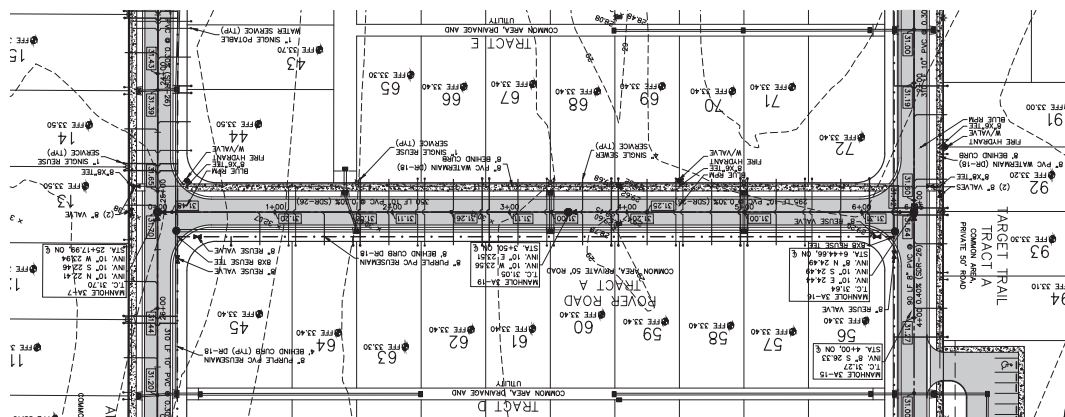
PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS AND ARCHITECTS 1729 BROADWOOD AVENUE, SUITE 100, FLORENCE, AL 37203 (404) 677-4881 FAX (404) 677-2114 E-MAIL: info@parkermynchenberg.com 2500 KENNESAW BLVD., SUITE 200, KENNESAW, GA 30144 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	
ARCHER'S MILL PHASE 3A GRAND BEACH, FLORIDA ARCH AVENUE STA. 12+00.00 TO STA. 27+00.00	13 SHEET NO. File No. POOB-CS.dwg Drawn By: SUB Date: 6/20/2022 SCALE: 1" = 50'
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HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'



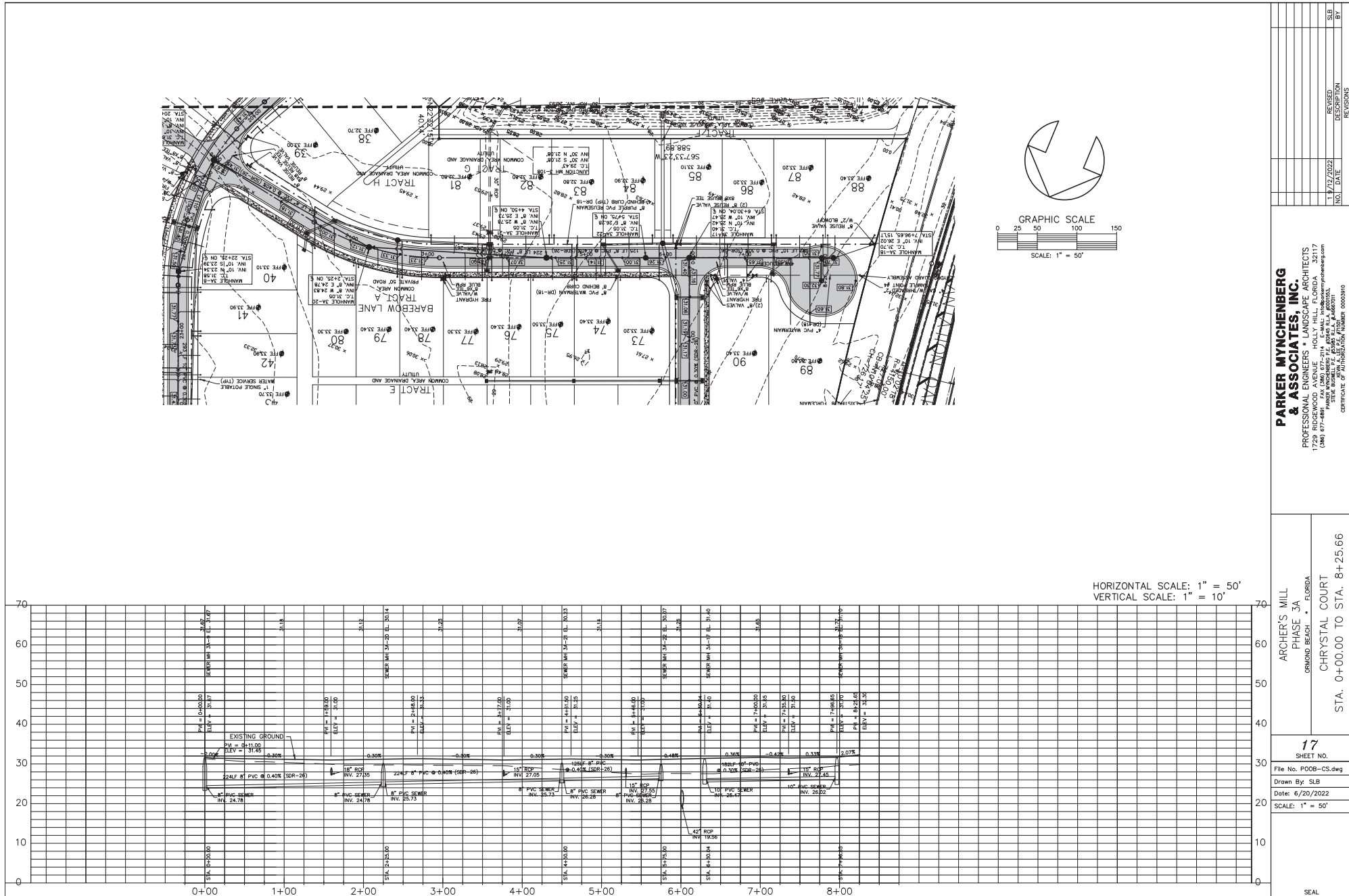
ARCHER'S MILL
PHASE 3A
ORLAND BEACH • FLORIDA
ROVER ROAD
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Date: 6/20/2022
SCALE: 1" = 50'

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS AND ARCHITECTS
1729 BROADWAY, SUITE 100 • ORLAND BEACH, FLORIDA 32117
(407) 927-8881 FAX (407) 927-2114 E-MAIL: info@parkermycnberg.com
PARKERMYCNBERG.COM
STATE LICENSE NO. 12086 E.A. 44867011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	REVISIONS
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PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS AND ARCHITECTS
1729 BROADWAY, SUITE 1000, FLORIDA 32117
(386) 677-4881 FAX (386) 677-2114 E-MAIL: info@parkermychenberg.com
PARKER MYNCHENBERG & ASSOCIATES, INC.
STATE OF FLORIDA, JUNE 20, 2022
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

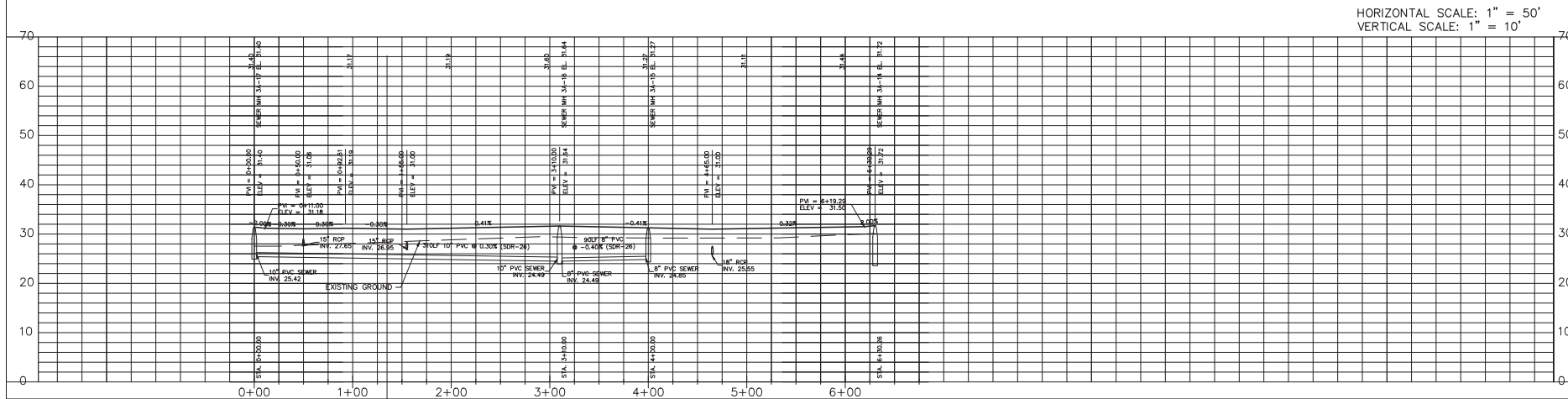
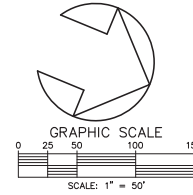
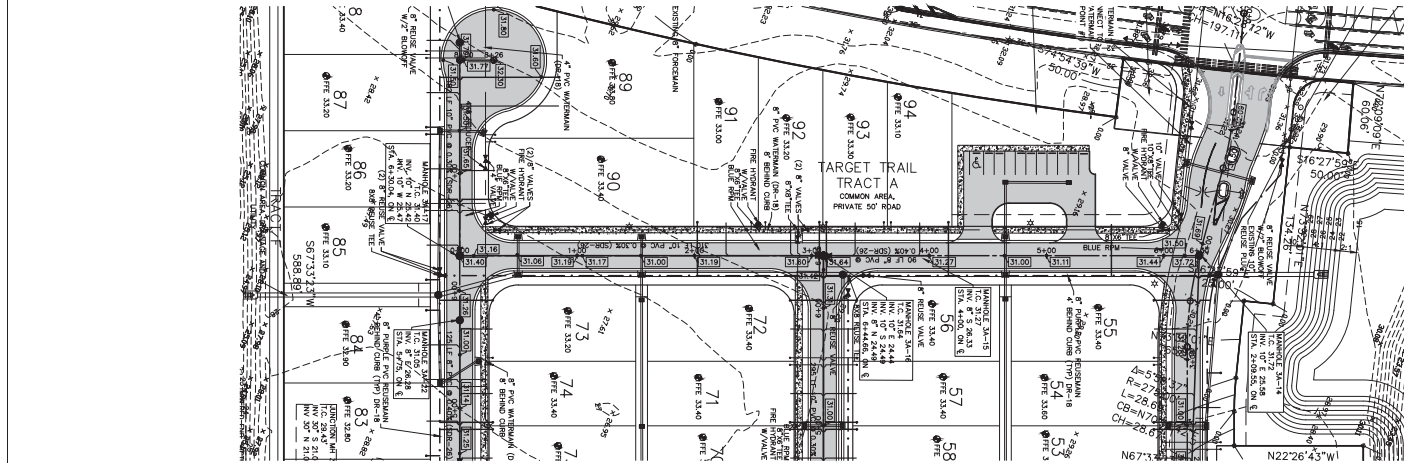
ARCHER'S MILL
PHASE 3A
GRAND BEACH • FLORIDA
CRYSTAL COURT
STA. 0+00.00 TO STA. 8+25.66

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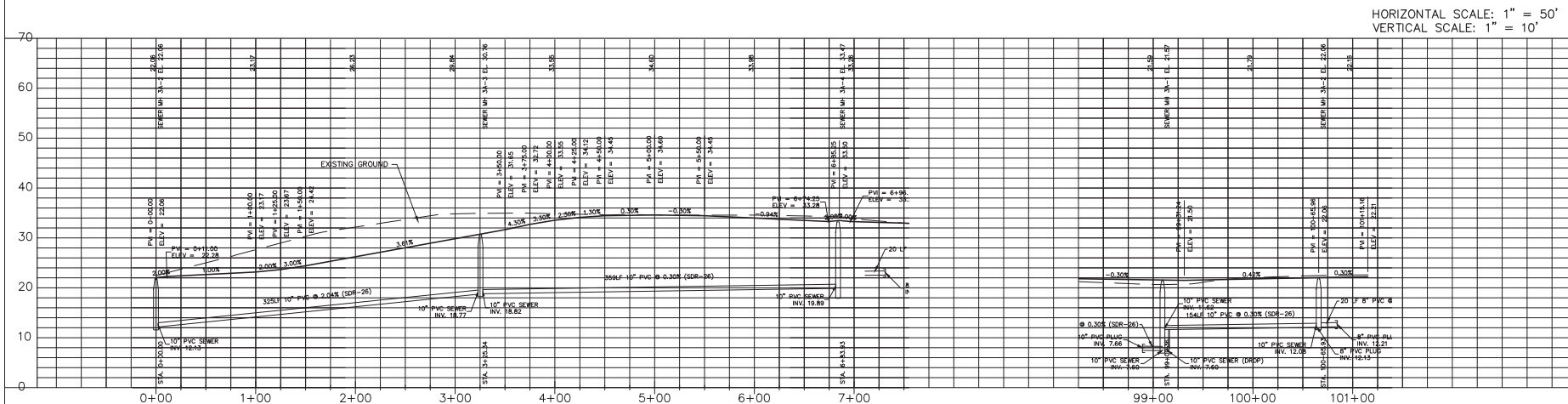
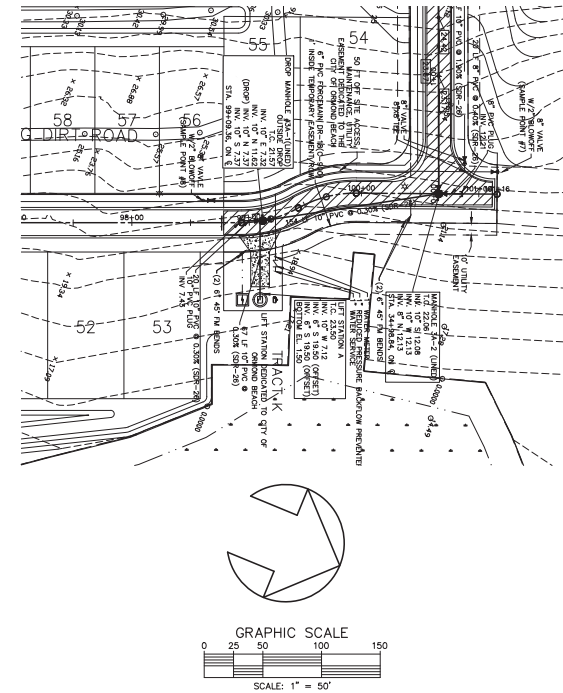
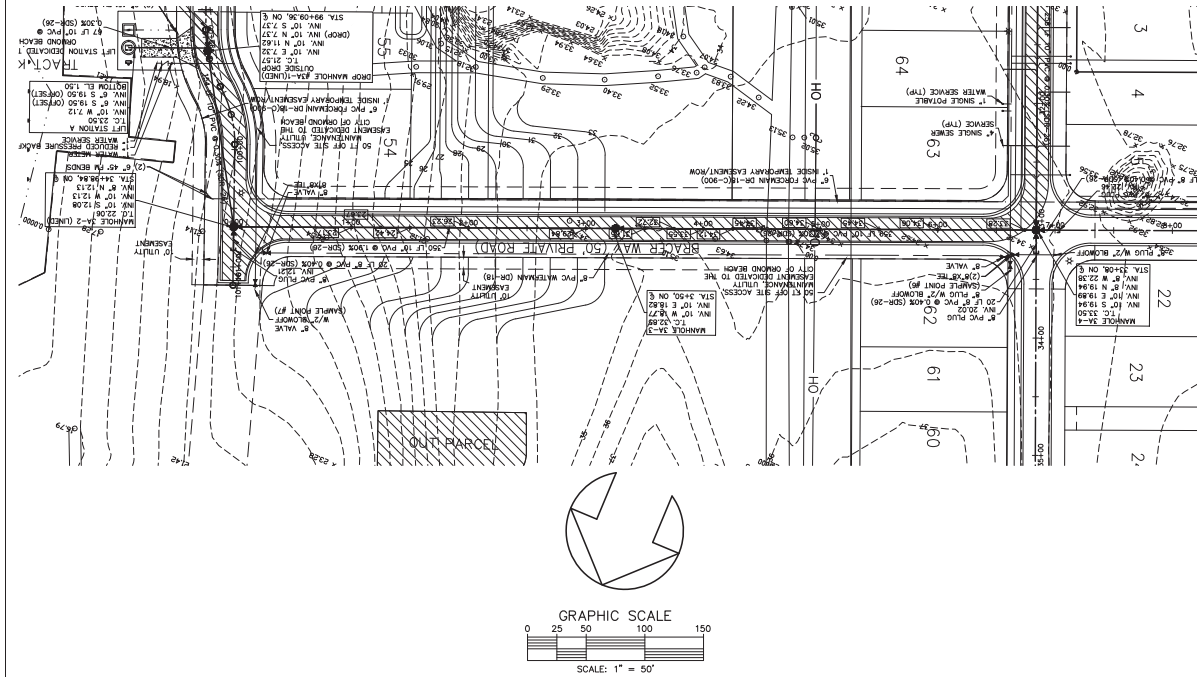
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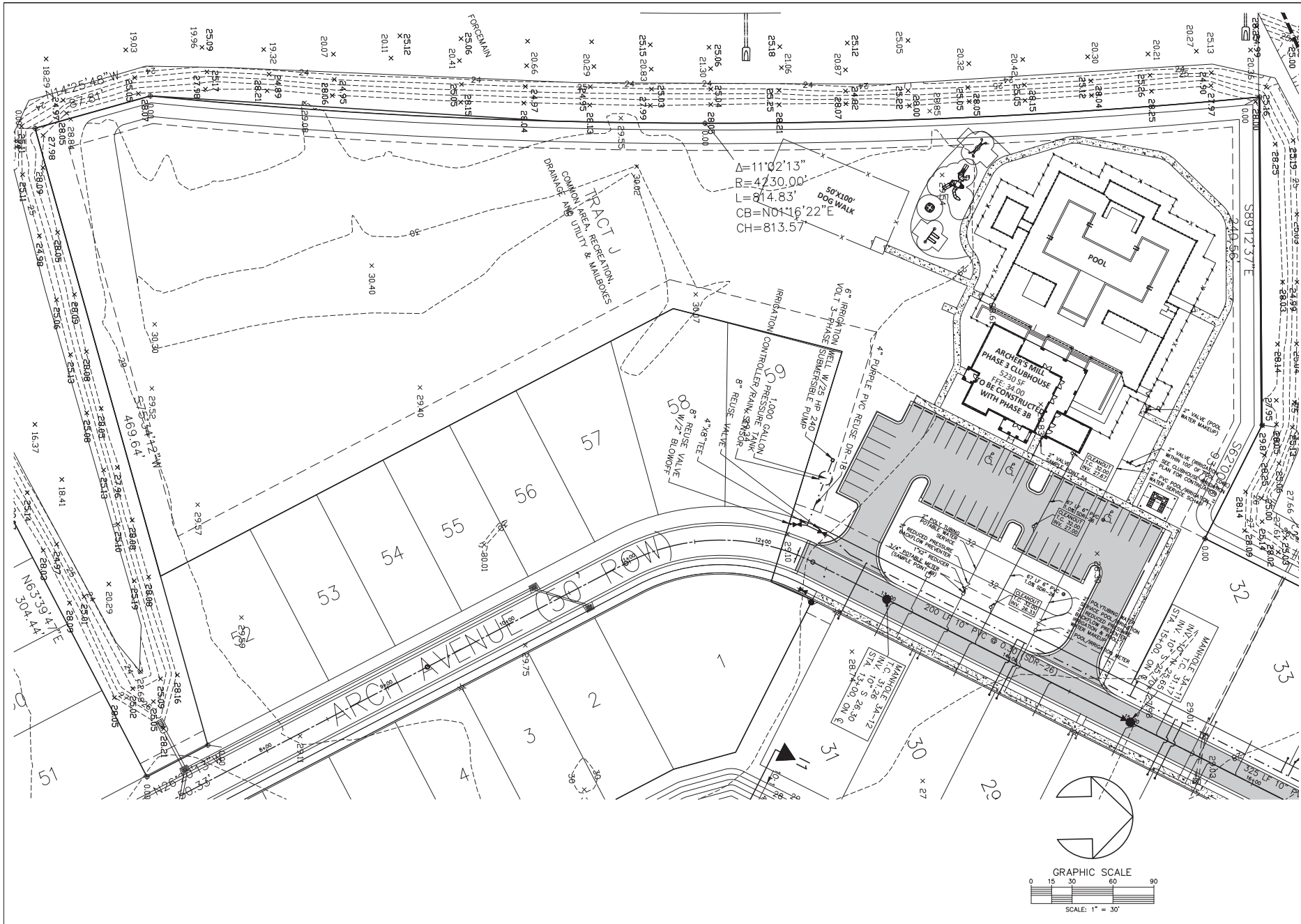


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VERTICAL SCALE: 1" = 10'

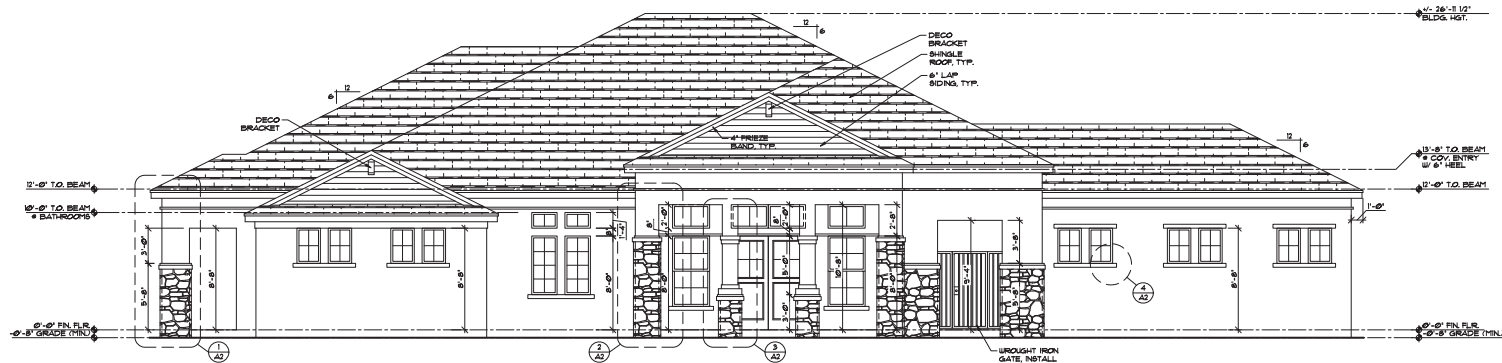
PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS 1729 BISCAYNE AVENUE, HOLLYWOOD, FLORIDA 33117 (305) 977-4881 FAX (305) 977-2114 E-MAIL: info@parkermychenberg.com PARKER MYNCHENBERG & ASSOCIATES, INC. STATE OF FLORIDA, PROFESSIONAL ENGINEER CERTIFICATE OF AUTHORIZATION NUMBER 00030110		ARCHER'S MILL PHASE 3A ORMOND BEACH • FLORIDA TARGET TRAIL STA. 0+00.00 TO STA. 6+30.26	
18 SHEET NO.		File No. PO08-CS.dwg	
Drawn By: SLB		Date: 6/20/2022	
SCALE: 1" = 50'		SEAL	
REVISED		NO. DATE	
BY		BY	



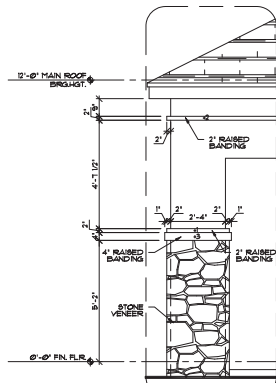
PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS AND ARCHITECTS 1729 BROADWAY, SUITE 100, FLORIDA 32117 (407) 677-4881 FAX (407) 677-2114 E-MAIL: info@parkermychenberg.com STATE LICENSE NO. 100000001 CERTIFICATE OF AUTHORIZATION NUMBER 00003910		ARCHER'S MILL PHASE 3A GROUND BEACH BRACER WAY STA. 0+00 TO 7+50.00 A BONSPIEL DRIVE STA. 98+50.00 TO STA. 101+07.64	19 SHEET NO. File No. POOB-CS.dwg Drawn By: SLB Date: 6/20/2022 SCALE: 1" = 50'	NO. 1 DATE REVISIONS BY
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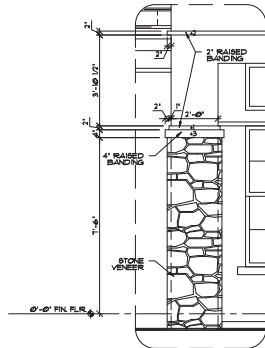
SHEET NO. 36	
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Date: 6/20/2022	
SCALE: 1" = 30'	
SEAL	
ARCHER'S MILL PHASE 3A CLUBHOUSE - UTILITY PLAN	
PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS AND ARCHITECTS 1729 BROADWOOD AVENUE, SUITE 100 FORT LAUDERDALE, FL 33304 (954) 577-1881 FAX (954) 577-2114 E-MAIL: hmy@parkermycnberg.com STATE LICENSE NO. 12086 E.C. #12087011 CERTIFICATE OF REGISTRATION NUMBER 00003910	



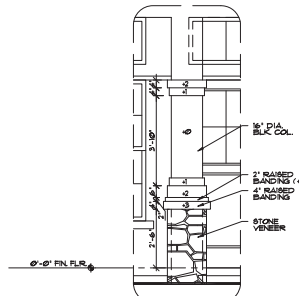
FRONT ELEVATION
SCALE: 1/4" = 1'-0"
TEXTURED FINISH



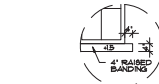
1 COLUMN DTL.
SCALE: 1/2" = 1'-0"



2 COLUMN DTL.
SCALE: 1/2" = 1'-0"



3 COLUMN DTL.
SCALE: 1/2" = 1'-0"



4 STONE/BAND DTL.
SCALE: 1/2" = 1'-0"

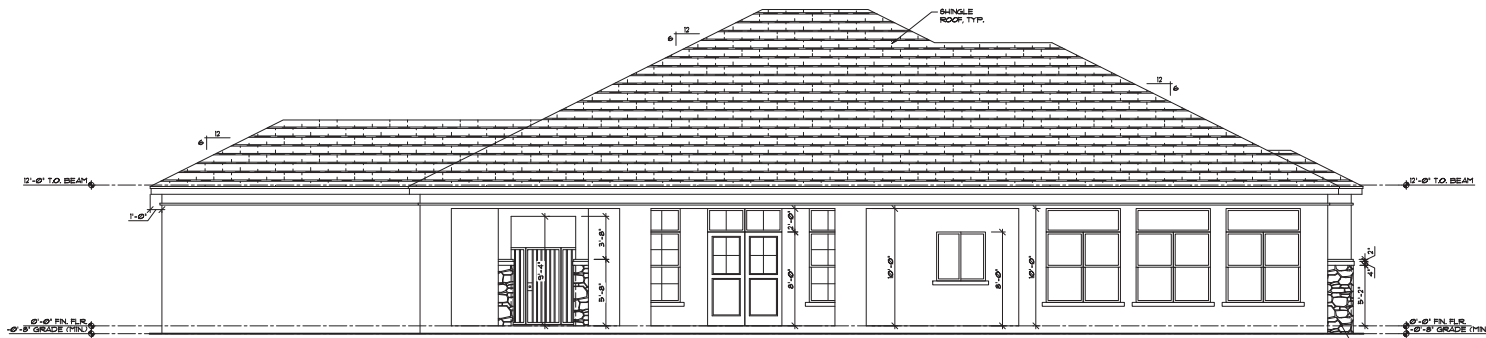
EXTERIOR FINISHES

- WHEN PLASTERING WITH CEMENT, PLASTER SHALL NOT BE LESS THAN THREE COATS, 3/8" THICK, OVER FRAMED WALLS APPLIED OVER PAPER BACKED METAL LATH OR WIRE FABRIC LATH AND WITH TWO LAYERS OF WOOD BARRIER, NOT LESS THAN 2 COATS, 1/2" THICK, WHERE APPLIED OVER MASONRY OR CONCRETE.
- STUCCO OR PORTLAND CEMENT PLASTER SHALL BE INSTALLED, PROPORTIONED AND MIXED IN ACCORDANCE WITH ASTM C-935 & ASTM C-1063-10.
- LATH & ACCESSORIES PER ASTM C-1063-11A & FBC 2510 ALL STUCCO APPLICATION DETAILS, INCLUDING BUT NOT LIMITED TO:
 - ALL STUCCO CONTROL JOINTS
 - "X" FLASHING
 - PIPE PENETRATION DETAILS
 - WEEP SCORED DETAILS
 - CASING BEAD DETAILS
 - CANTILEVER DRIP EDGE DETAILS
 - WINDOW CASING DETAILS
 - WINDOW FLASHING DETAILS
 - KICK OUT DETAILS
 - HORIZONTAL LATH AND PAPER DETAILS
 - VENT PENETRATION DETAILS
 - CONDUIT PENETRATION DETAILS
 - DRIP EDGE DETAILS
 - CORNER BEAD DETAILS
 - STUCCO TO SIDING TRANSITION DETAILS
- SHALL BE INSTALLED PER ASTM C1063-11A AND FBC 2510.

DOORS

- ALL INTERIOR & EXTERIOR DOORS TO HAVE HOLLOW METAL DOOR FRAME

ATTIC VENT CALCULATIONS		
AREA OF ATTIC	=	5231 SQ. FT.
NET FREE VENTILATION AREA REQUIRED	=	17 SQ. IN.
REQUIRED VENTILATION AREA	=	5231 / 7800
VENTILATION AREA X 100 INCHES PER FT. (144)	=	2551.9 SQ. IN.
MIN. REQUIRED VENTILATION IN UPPER PORTION OF ATTIC	=	5 X 2551.88
OFF RIDGE VENTILATION AREA	=	1275.4 SQ. IN.
	=	115 SQ. IN. PER VENT
TOTAL # OF VENTS REQUIRED	=	10.7115
TOTAL # OF VENTS PROVIDED	=	11
*AREA OF ATTIC IS THE PERIMETER OF THE BUILDING, LESS THE OVERHANG (EXTERIOR OF WALL TO EXTERIOR OF WALL, NO OVERHANGS INCLUDED)		



REAR ELEVATION
SCALE: 1/4" = 1'-0"
TEXTURED FINISH



1441 N. RONALD REAGAN BLVD.
LONWOOD, FL 32750
PH: 407.774.6078
FAX: 407.774.4078
www.drhortongroup.com
AA #: 0003325

REVISIONS

DATE

D.R. HORTON
America's Builder

PROJECT:
02009.000

PAGE:

FRONT &
REAR
ELEVATION

140 MPH EXP. C

ARCHITECT:
STATE OF FLORIDA

ROLAND A. ARSOUGHACRA
A112 1078

DATE: 11/30/16

SCALE: AS NOTED

SHEET
A2



△	DATE	△ REVISIONS
1		
2		
3		
4		
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9		

D·R·HORTON®
America's Builder

PROJECT:
02338.000

PAGE:

LEFT &
RIGHT
ELEVATION

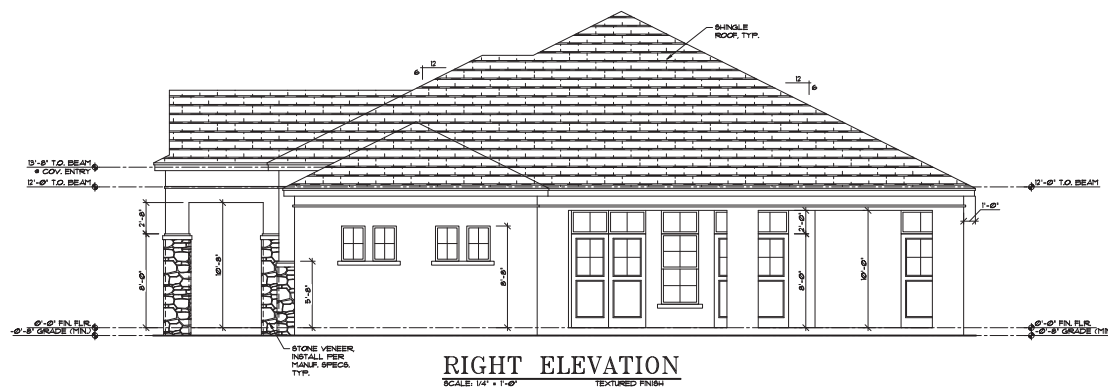
140 MPH EXP. C

ARCHITECT:
STATE OF FLORIDA

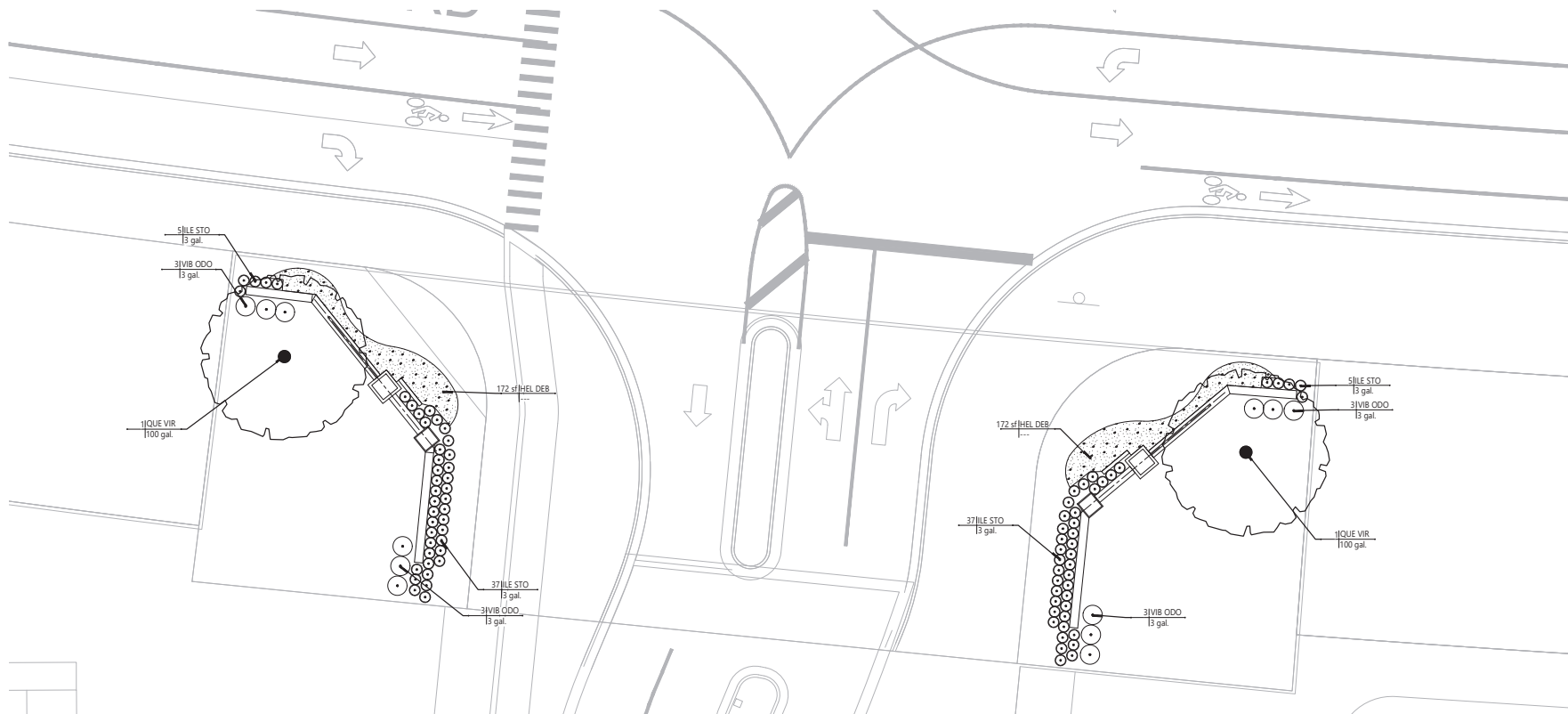
ROLAND A. ABOUCHACRA
AR NO B3723

DATE: 11/30/18
SCALE: AS NOTED
SHEET

MEET
A3



<u>TREES</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONTAINER</u>	<u>SPACING</u>	<u>SHAPE</u>	<u>NOTES</u>
	QUE VIR	2	Quercus virginiana	Live Oak	100 gal.	Pot	40	13'-14' HT.	3" Cal.; 6' C.T.
<u>SHRUBS</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONTAINER</u>	<u>SPACING</u>	<u>SHAPE</u>	<u>NOTES</u>
	ILE STO	84	Ilex vomitoria 'Stokes Dwarf'	Dwarf Yaupon	3 gal.	Pot	24" O.C.	14"x14"	Full
	VIB ODO	12	Viburnum odoratissimum	Sweet Viburnum	3 gal.	Pot	42" O.C.	24"x18"	Full
<u>GROUND COVERS</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONTAINER</u>	<u>SPACING</u>	<u>SHAPE</u>	<u>NOTES</u>
	HEL DEB	344 sf	Helianthus debilis	Dune Sunflower	---	Pot	18" O.C.		



 $1'' = 10'$

ATTACHMENT 3

Preliminary plat

ARCHER'S MILL PHASE 1

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

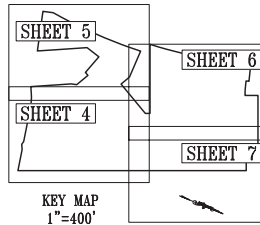
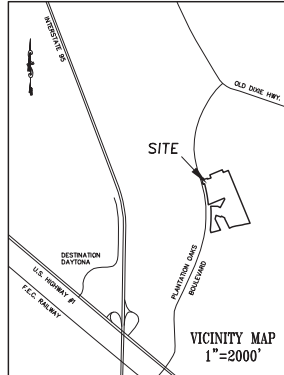
LEGAL DESCRIPTION:

PORTION OF SECTIONS 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND
PORTION OF SECTION 30 TOWNSHIP 13 SOUTH RANGE 32 EAST, ALL IN THE
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF REVISED PLAT OF NATIONAL
GARDENS, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP
13 SOUTH, RANGE 31 EAST; THENCE N07°21'34"W, 2222.92 FEET TO THE
POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE
CONCAVE SOUTHERLY HAVING A RADIUS OF 450.00 FEET, A CENTRAL
ANGLE OF 0°04'17" AND A CHORD BEARING OF S88°11'56"W, THENCE
SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 71.25 FEET; THENCE
S63°40'04"W, 61.42 FEET; THENCE N26°19'56"W, 345.00 FEET; THENCE
N14°03'38"W, 47.16 FEET; THENCE N62°00'40"W, 125.00 FEET; THENCE
S27°59'13"W, 11.75 FEET AND THE BEGINNING OF A CURVE CONCAVE
SOUTHEASTERLY HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF
0°47'14" AND A CHORD BEARING OF S23°14'25"W, THENCE SOUTHWESTERLY
ALONG THE ARC OF SAID CURVE 21.35 FEET TO A POINT ON A
NON-TANGENT LINE; THENCE N71°39'12"W, 176.84 FEET; THENCE
S19°28'37"W, 127.82 FEET; THENCE S26°19'54"E, 245.91 FEET TO A POINT
ON THE NORTHERLY LINE OF TRACT 'J' PLANTATION OAKS OF ORMOND
BEACH, RECORDED IN MAP BOOK 59, PAGES 138 THROUGH 154; THENCE
ALONG THE LINES OF SAID TRACT 'J' THE FOLLOWING COURSES:
S75°34'12"W, 341.09 FEET; THENCE N14°25'48"W, 87.81 FEET TO THE
BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4230.00
FEET, A CENTRAL ANGLE OF 11°02'13" AND A CHORD BEARING OF
N07°10'22"E, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE
814.83 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S89°12'37"E,
245.56 FEET; THENCE S62°00'40"E, 93.13 FEET; THENCE N27°59'20"E,
325.00 FEET; THENCE N22°32'15"W, 40.14 FEET; THENCE S67°53'23"W,
588.89 FEET TO A POINT ON THE EASTERLY LINE OF TRACT 'I' SAID
PLANTATION OAKS OF ORMOND BEACH AND THE BEGINNING OF A
NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4150.00
FEET, A CENTRAL ANGLE OF 10°02'18" AND A CHORD BEARING OF
N10°04'25"W, THENCE ALONG THE LINES OF SAID TRACT 'I' THE FOLLOWING
COURSES: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 727.09
FEET TO A POINT ON A NON-TANGENT LINE; THENCE S74°54'39"W, 50.00
FEET AND TO THE RIGHT OF WAY OF PLANTATION OAKS BOULEVARD AND
THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING
A RADIUS OF 4100.00 FEET, A CENTRAL ANGLE OF 02°45'17" AND A CHORD
BEARING OF N16°28'12"W, THENCE NORTHWESTERLY ALONG THE ARC OF
SAID CURVE 197.13 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT
'M' SAID PLANTATION OAKS OF ORMOND BEACH; THENCE DEPARTING SAID
RIGHT OF WAY AND ALONG THE LINES OF SAID TRACT 'M' THE FOLLOWING
COURSES: N72°09'09"E, 60.06 FEET; THENCE S16°27'59"E, 50.00 FEET;
THENCE N73°32'01"E, 134.26 FEET; THENCE S16°27'59"E, 25.00 FEET;
THENCE N73°32'01"E, 65.98 FEET AND THE BEGINNING OF A CURVE
CONCAVE NORTHERLY HAVING A RADIUS OF 275.00 FEET, A CENTRAL
ANGLE OF 05°58'37" AND A CHORD BEARING OF N70°32'42"E; THENCE
NORTHEASTERLY ALONG THE ARC OF SAID CURVE 28.69 FEET; THENCE
N67°33'23"E, 29.11 FEET; THENCE N22°26'37"W, 110.00 FEET; THENCE
N67°33'23"E, 457.38 FEET; THENCE DEPARTING SAID TRACT 'M' S22°26'47"E,
100.00 FEET; THENCE N67°33'15"E, 183.95 FEET; THENCE S22°26'47"E,
194.64 FEET; THENCE S78°46'51"W, 182.78 FEET; THENCE S63°40'04"W,
44.78 FEET; THENCE N78°05'59"W, 29.73 FEET; THENCE S78°46'51"W,
293.53 FEET AND THE BEGINNING OF A CURVE CONCAVE SOUTHERLY
HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 06°02'47" AND A
CHORD BEARING OF S75°45'28"W, THENCE SOUTHWESTERLY ALONG THE ARC
OF SAID CURVE 47.49 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 42.382 ACRES



SETBACKS:

FRONT.....	20 FEET
REAR.....	20 FEET
SIDE.....	7.5 FEET
SIDE CORNER NO ACCESS.....	15 FEET
WATERFRONT.....	20 FEET
MAXIMUM BUILDING HEIGHT.....	35 FEET
MAXIMUM LOT IMPERVIOUS.....	60%
MINIMUM FLOOR AREA.....	1,400 S.F.
EXISTING ZONING.....	PUD
ACCESSORY STRUCTURE SETBACK.....	7.5 FEET
SIDE YARD.....	15 FEET
SIDE YARD CORNER NO ACCESS.....	5 FEET
REAR YARD.....	20 FEET
FRONT YARD.....	20 FEET



PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 781-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

PRELIMINARY

MAP BOOK:___ PAGE:___

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, FORESTAR (USA) REAL ESTATE GROUP INC., BEING THE OWNER IN
FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "ARCHER'S MILL PHASE 1",
LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS
FOR THE USES AND PURPOSES THEREIN EXPRESSED.

PARCEL "1" AND TRACTS A, B, C, D, E, F, G, H, I, J, ARE TO BE RETAINED BY THE DEVELOPER.

ARCHER'S MILL HOMEDOWNERS ASSOCIATION INC. THE HOME OWNERS ASSOCIATION WILL OWN THE
PRIVATE ROADWAYS, STORMWATER AREAS AND PONDS, WETLAND CONSERVATION AREAS AND
RECREATIONAL FACILITIES, SEE THE SURVEYOR'S NOTES FOR CLARIFICATION.

IN WITNESS WHEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE
MEMBER NAMED BELOW ON THIS ___ DAY OF ___ 2022 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

PRINT NAME _____ CHRIS TYREE, MANAGER
FORESTAR DIVISION EXECUTIVE VICE
PRESIDENT CENTRAL FLORIDA

PRINT NAME _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

SWORN AND SUBSCRIBED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE
NOTARIZATION ON THIS ___ DAY OF ___ 2022, BY CHRIS TYREE,
FORESTAR DIVISION EXECUTIVE VICE PRESIDENT CENTRAL FLORIDA, WHO IS PERSONALLY KNOWN
TO ME OR PRODUCED _____ AS VALID IDENTIFICATION OF ME.

NOTARY PUBLIC _____ SEAL

MY COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

CERTIFICATE OF SURVEYOR:

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED,
THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE
SURVEY DATA CERTAINLY HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF
THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF
CHAPTER 177.06(1) REGARDING "PERMANENT REFERENCE MONUMENTS" THAT THE LAND IS LOCATED
WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL
SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

JEFF W. BARNES P.E.M. 0576
SLIGER & ASSOCIATES INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CERTIFICATE OF AUTHORIZATION LB 3019

SEAL

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT ENTITLED "TIGER OAKS,
PHASE 1A" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES
AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF
DEVATIONS, IF ANY, FROM THE REQUIREMENTS.

DATE: _____ 2022. SEAL

CITY REGISTERED SURVEYOR
MICHAEL E. ARND, FPM NO. 5574
UPHAM INC. L.B. NO. 03612

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH:

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2022, THE CITY OF
ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____ MAYOR

ATTEST: _____ CITY CLERK

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2022, THIS PLAT WAS
APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

CITY ATTORNEY CERTIFICATE OF APPROVAL:

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2022, THIS PLAT WAS
APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2022, THIS PLAT WAS
APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF CLERK:

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM
WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THE
___ DAY OF ___ 2022.

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

SHEET 1 OF 7

ARCHER'S MILL PHASE 1

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

SURVEYOR'S NOTES:

1. THE BEARING REFERENCE, N01°21'54"W ASSUMED ALONG THE EAST LINE OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST.
2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.
3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"x4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).
4. DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED).
5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. THIS PLAT IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR ARCHER'S MILL PHASE 1, HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK _____, PAGES _____, COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK _____, PAGES _____.
7. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON-RADIAL.
8. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.
9. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
10. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

SETBACKS:

FRONT.....	20 FEET
REAR.....	20 FEET
SIDE.....	7.5 FEET
SIDE CORNER NO ACCESS.....	15 FEET
WATERFRONT.....	20 FEET
MAXIMUM BUILDING HEIGHT.....	35 FEET
MAXIMUM BUILDING COVERAGE.....	60%
MAXIMUM LOT IMPERVIOUS.....	75%
MINIMUM FLOOR AREA.....	1,400 S.F.
EXISTING ZONING.....	PUD
ACCESSORY STRUCTURE SETBACK:	
SIDE YARD.....	7.5 FEET
SIDE YARD CORNER NO ACCESS.....	15 FEET
REAR YARD.....	15 FEET
FRONT YARD.....	20 FEET

SURVEYOR'S NOTES:

11. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH L.L.C., ORDINANCE 2021-02 - BOOK 7985, PAGES 4080-4339, MAJOR AMENDMENT - BOOK 8113, PAGE 4003, FIRST AMENDMENT, ORDINANCE 2022-16 - BOOK 8263, PAGES 2898-2930.
12. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86-192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90-159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94-235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98-108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001-229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3428 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012-37 RECORDED IN O.R. BOOK 6683, PAGE 508, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
13. THIS PLAT IS SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
15. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.
14. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE ARCHER'S MILL HOMEOWNERS ASSOCIATION INC.
15. TRACT A PRIVATE ROAD COMMON AREA ACCESS, DRAINAGE AND UTILITY EASEMENT; CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.
16. A PERPETUAL NON EXCLUSIVE EASEMENT IS GRANTED OVER TRACT A FOR UTILITY MAINTENANCE ACCESS AND EGRESS OR EMERGENCY VEHICLES AND GOVERNMENT OFFICIALS.
17. TRACT A, SHOWN HEREON AS TARGET TRAIL, ROVER ROAD, CHRYSTAL COURT, ARCH AVENUE, EAST MERIMONT LANE, A 50 FOOT WIDE (PRIVATE) RIGHT OF WAY, FOR COMMON AREA INGRESS AND EGRESS, ARCHER'S MILL HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF. AN ACCESS, MAINTENANCE, DRAINAGE AND UTILITY EASEMENT IS DEDICATED TO THE CITY OF ORMOND BEACH OVER TRACT A FOR MAINTENANCE OF UTILITIES ONLY.
18. PARCEL 1, IS FOR THE PURPOSE OF COMMON AREA, DRAINAGE, UTILITIES AND PARKING.
19. TRACT B, IS FOR THE PURPOSE OF COMMON AREA, SIGNAGE AND UTILITIES.
20. TRACT C, IS FOR THE PURPOSE OF COMMON AREA, SIGNAGE, DRAINAGE AND UTILITIES.
21. TRACTS D, E, F, G, H, IS FOR THE PURPOSE OF COMMON AREA, DRAINAGE AND UTILITIES.
22. TRACT I, IS FOR THE PURPOSE OF COMMON AREA, DRAINAGE, UTILITIES, BOAT/RV AND CONSERVATION.
23. TRACT J, IS FOR THE PURPOSE OF COMMON AREA, RECREATION, DRAINAGE, UTILITIES AND MAILBOXES.



PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

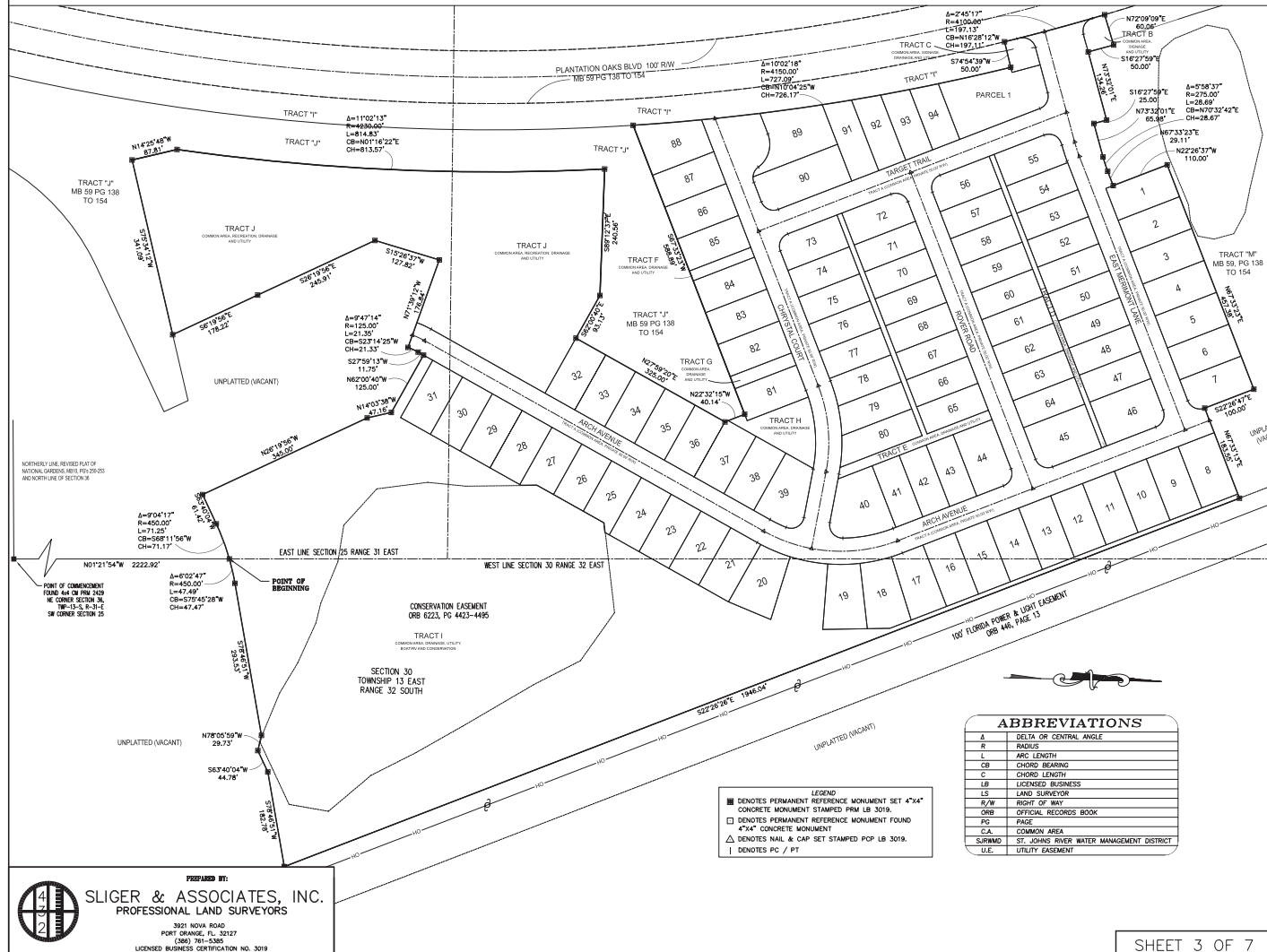
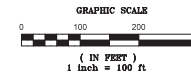
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 781-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 2 OF 7

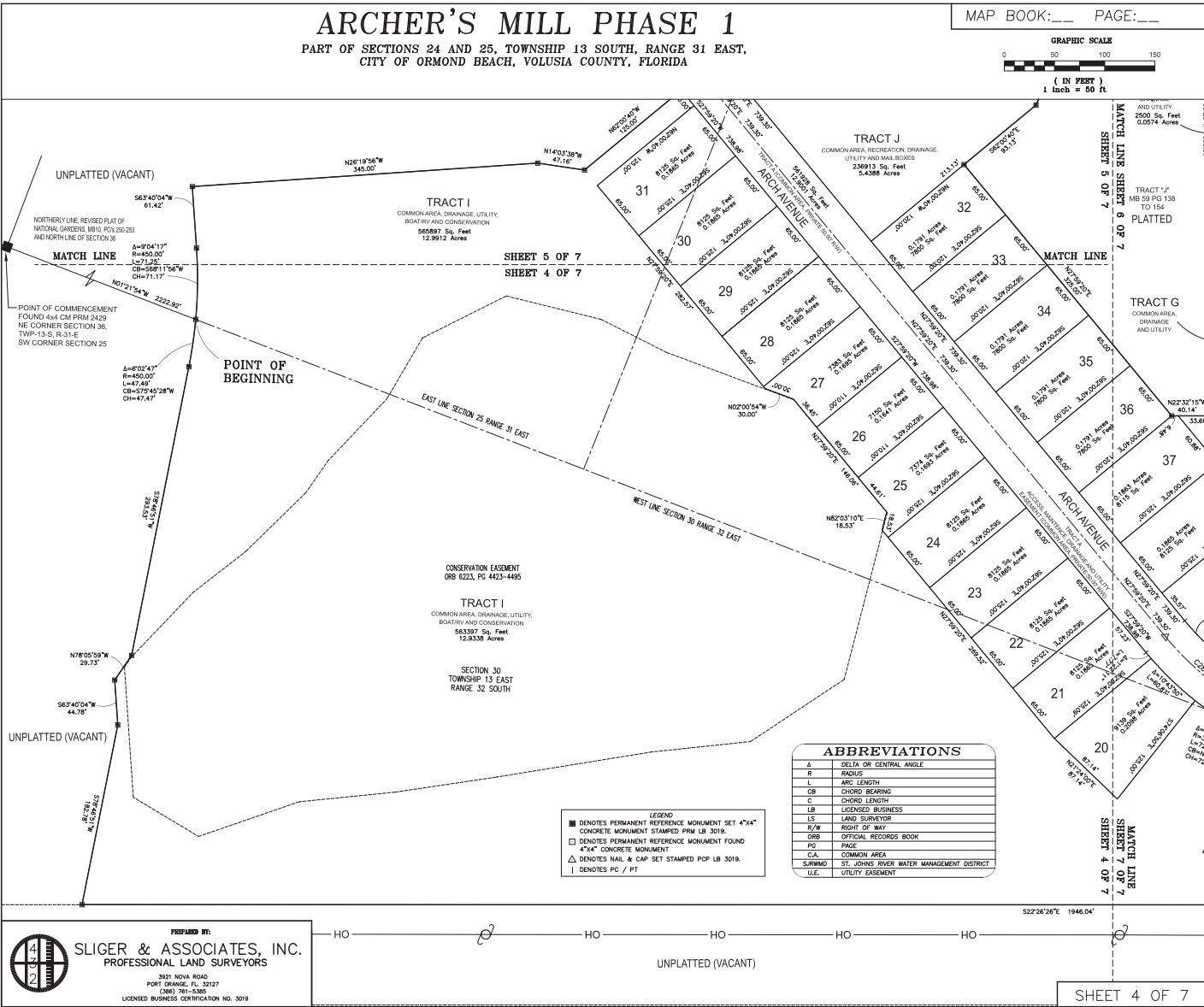
PRELIMINARY

ARCHER'S MILL PHASE 1 PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___



PRELIMINARY



PRELIMINARY

GRAPHIC SCALE

0 50 100 150

(IN FEET)
1 inch = 50 ft



GRAPHIC SCALE

50 100 150

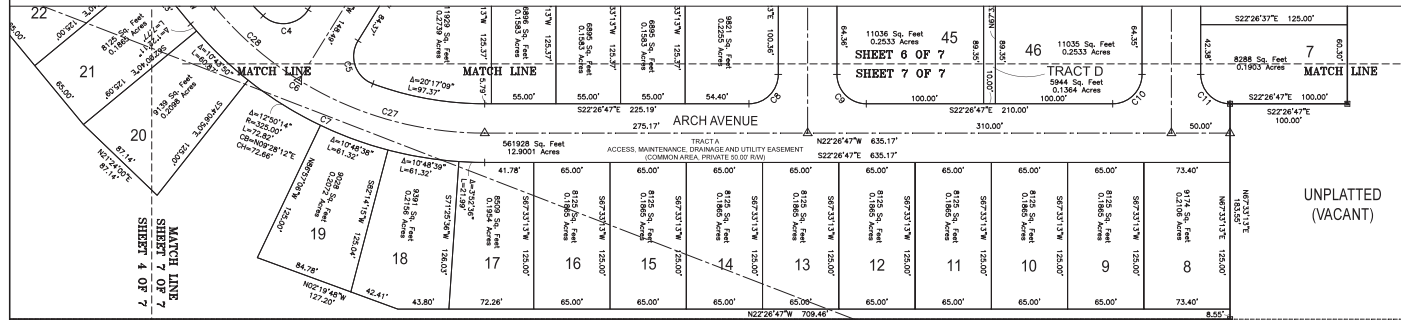
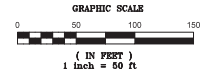
(IN FEET)

1 inch = 50 ft



ARCHER'S MILL PHASE 1
PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___



UNPLATTED (VACANT)

100' FLORIDA POWER & LIGHT EASEMENT
ORB 446, PAGE 13

ABBREVIATIONS	
A	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SURFMD	ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

LEGEND	
■	DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT STAMPED PRM LB 3019.
□	DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"x4" CONCRETE MONUMENT
△	DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
	DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
01	120.00'	25.00'	25.00'	S21°17'12"E	36°00'00"
02	120.00'	25.00'	25.00'	S21°17'12"E	36°00'00"
03	120.00'	25.00'	25.00'	S21°17'12"E	36°00'00"
04	25.00'	44.51'	38.73'	S29°11'17"W	131°32'27"
05	25.00'	44.51'	38.73'	S29°11'17"W	131°32'27"
06	300.00'	264.08'	222.64'	S33°48'15"W	57°28'08"
07	300.00'	264.08'	222.64'	S33°48'15"W	57°28'08"
08	25.00'	39.27'	35.30'	N65°20'42"E	89°59'49"
09	25.00'	39.27'	35.30'	N65°20'42"E	89°59'49"
10	25.00'	39.27'	35.30'	N65°20'42"E	89°59'49"
11	25.00'	39.27'	35.30'	N65°20'42"E	89°59'49"
12	25.00'	39.27'	35.30'	N65°20'42"E	89°59'49"
13	25.00'	39.27'	35.30'	N65°20'42"E	89°59'49"
14	25.00'	39.27'	35.30'	N65°20'42"E	89°59'49"
15	25.00'	39.27'	35.30'	N65°20'42"E	89°59'49"
16	25.00'	39.27'	35.30'	N65°20'42"E	89°59'49"
17	25.00'	39.27'	35.30'	N65°20'42"E	89°59'49"
18	25.00'	39.27'	35.30'	N65°20'42"E	89°59'49"
19	25.00'	39.27'	35.30'	N65°20'42"E	89°59'49"
20	25.00'	39.27'	35.30'	N65°20'42"E	89°59'49"
21	25.00'	39.27'	35.30'	N65°20'42"E	89°59'49"
22	25.00'	39.27'	35.30'	N65°20'42"E	89°59'49"



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SHEET 7 OF 7

PRELIMINARY

DRAFT

Planning Board minutes from December 5, 2022

ITEM:

PP 2022-091 – Archer's Mills, Phase 3A
Preliminary Plat, Plantation Oaks
Planned Residential Development

D. RZ 2022-018(D): Zoning Map amendment, Ormond Beach Holdings, LLC, portions of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue

Chairman Thomas opened it up to the Board and entertained a motion.

Mr. Jorczak motioned to approve RZ 2022-018(D): Zoning Map amendment, Ormond Beach Holdings, LLC, portions of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. Mr. Scudiero seconded it.

Ms. Shull expressed her satisfaction with the west side of the property being residential. She commented on how it has looked horrible with many complaints. She stated that she attended the neighborhood meeting and saw that their concerns were heard and met.

Mr. Galloway added that the project is a value-added proposition and believes that homeowners values will be increased as a result of it.

Vote was called, and the motion was approved (5-0).

Chairman Thomas called for a five (5) minute recess.

E. PP 2022-018(C): Tides Edge Preliminary Plat, a portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue

Chairman Thomas opened it up to the Board and entertained a motion.

Ms. Shull motioned to approve PP 2022-018(C): Tides Edge Preliminary Plat, a portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue. Mr. Scudiero seconded it. Vote was called, and the motion was approved (5-0).

F. PP 2022-091: Archer's Mills, Phase 3A Preliminary Plat, Plantation Oaks Planned Residential Development

Mr. Steven Spraker, Planning Director, explained the request for a preliminary plat submitted by Plantation Oaks of Ormond Beach, LLC, for the subdivision of 42.38 acres into 94 single-family lots and associated site improvements. The subject property is located within the Plantation Oaks Planned Residential Development (PRD) along Plantation Oaks Boulevard. Mr. Spraker explained the platting process. The Plantation Oaks PRD was approved by the City Commission by three ordinances, this application has been reviewed by the Site Plan Review Committee (SPRC), and tonight the Planning Board is reviewing it and will make a recommendation to the City Commission tentatively January 10th, 2023. Then, if approved, it will go to construction, then go to final plat and back to SPRC and again back to City Commission for a final hearing.

Mr. Spraker stated that the manufactured modular homes in Plantation Oaks Phase 2A is completed. Phases B, C, D in Phase 2 are under construction for the infrastructure improvements, and how Phase 1A is the only single-family construction that is in the City of Ormond Beach currently for 121 lots. He continued that this would be the second subdivision that would be under construction for single-

family homes. Mr. Spraker stated that there are a total of 94 lots on approximately 42 acres with private streets in this phase. A recreation clubhouse with a pool is included as well as a RV and boat parking area. Mr. Spraker concluded that staff recommends approval.

Ms. Shull referenced the small lots and asked if it will change at any point changing to city requirements. Mr. Spraker reiterated that the development order for it was approved by Volusia County in 2002. He explained the process of how they did an amendment in 2012 and the city annexed it and was assigned the city-zoning, which in essence picked up the Volusia County zoning, therefore the lot sizes are not going to change ever. Mr. Spraker stated that some of the phases will have larger lots. The entire development was given the rights to do manufactured housing and these 94 lots are going to be single-family homes. Mr. Spraker concluded that when annexing other land from unincorporated Volusia County, the exact development order comes with it unless an amendment is being sought to the development order.

Mr. Scudiero asked for clarification on if the 94 homes being proposed are part of the 524 homes that were approved in June. Mr. Spraker confirmed that is correct. Nothing new is being added. Mr. Spraker explained the process with the Planned Unit Development (PUD), which was done in the County, and now the construction drawings, the preliminary plat is being done and then the final plat will come back to the City Commission.

Chairman Thomas opened the public hearing.

Mr. Parker Mynchenberg, Developer, Parker Mynchenberg & Associates, 1729 Ridgewood Avenue, reiterated that the preliminary plat is for Phase 3, part of the 524 lots.

Chairman Thomas opened it up to the Board for questions.

Ms. Shull inquired if there were going to be any extra parking spaces allowed with the tighter lots. Mr. Mynchenberg replied that in Phase 3 there is overflow parking. He stated that the zoning allows for a 50-foot by 100-foot minimum lot. The houses in Phase 3 are primarily 55 feet by 125 feet minimum with a few lots shorter than that. There is also a mixture of 65-foot-wide lots, but in this particular phase they are not going with the 50-foot minimum. The houses also have 7.5-foot side yard setback, therefore the houses will be minimum of 15 feet apart. The lots will be big enough for two-car garages, according to Mr. Mynchenberg.

There was discussion about the fact that there are wider sidewalks in the neighborhood on one side of the street.

Mr. Jorczak inquired about the landscaping plan. Mr. Mynchenberg replied that when Plantation Oaks Boulevard was originally designed that a 50-foot landscape buffer was in the plan. Both sides of the street have natural vegetation that is being maintained.

Chairman Thomas entertained a motion.

Mr. Scudiero motioned to approve PP 2022-091: Archer's Mills, Phase 3A Preliminary Plat, Plantation Oaks Planned Residential Development. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-0).